



NOTE: CHANGE OF VENUE

AGENDA - REGULAR MEETING OF THE CITY OF HOBART COMMON COUNCIL

Hobart High School Auditorium, 2211 E. 10th Street, Hobart
Enter through Door # 21 on east side of High School
Wednesday, January 7, 2026 at 6:00 P.M.

Zoom Dial-in Call Number: 1-312-626-6799 US (Chicago)
Meeting ID: 856 5994 0839 www.zoom.us

**HOBART COMMON
COUNCIL
MEMBERS:**

ELECTED TO A
4-YEAR TERM:
1/1/2024-12/31/2027

1ST DISTRICT:
Mark Kopil

2ND DISTRICT:
Mark Kara

3RD DISTRICT:
Michael Rodriguez

4TH DISTRICT:
Lisa Winstead

5TH DISTRICT:
John Brezik

AT-LARGE:
Matt Claussen
Dan Waldrop

View meeting Videos
and Minutes at:
[https://
www.cityofhobart.org/
arendcenter](https://www.cityofhobart.org/arendcenter)

CALL TO ORDER – PLEDGE TO THE FLAG – MOMENT OF SILENCE

ROLL CALL

READING OF MINUTES: December 17, 2025 – Minutes of Regular Meeting
December 29, 2025 – Minutes of Executive Session

CORRESPONDENCE End of Year Report of Encumbrances and Transfers

COMMITTEE REPORTS
CHIEF OF STAFF REPORT
DEPARTMENT REPORTS
APPROVAL OF AGENDA

UNFINISHED BUSINESS:

Ordinance 2025-48: An Ordinance of the City of Hobart, Indiana, Providing that the Zoning Ordinance of the City of Hobart, Lake County, Indiana be Amended by Changing an Established B-1 & R-1 Zone to a PUD Zone Classification: SE of 10th St & Lake Park Avenue (Sapper's property), 12.44 acres: Dan Tursman, Luke Land II LLC

Public Hearing re: Proposed Economic Revitalization Area: SE Corner of 61st Ave. and Colorado St.

Resolution 2026-01: A Resolution of the Common Council of the City of Hobart, Indiana, Declaring and Confirming an Area within the City of Hobart, Indiana as an Economic Revitalization Area

NEW BUSINESS:

Resolution 2026-02: A Resolution of the Common Council of the City of Hobart, Indiana, Approving Real Property Tax Abatement with respect to Investments made by Amazon Data Services, Inc.

Resolution 2026-03: A Resolution of the Common Council of the City of Hobart, Indiana, Approving Real Property Tax Abatement with respect to Investments made by Hobart Owner LLC.

Resolution 2026-04: A Resolution of the Common Council of the City of Hobart, Indiana, approving a Form of Enterprise Information Technology Exemption Agreement and Community Enhancement Agreement with Amazon Data Services, Inc.

ANNOUNCEMENTS

ADJOURNMENT

**MINUTES OF THE REGULAR MEETING
COMMON COUNCIL OF THE CITY OF HOBART
LAKE COUNTY, INDIANA
December 17, 2025**

Call to Order: Mayor Huddlestun called the meeting to order at 6:00 p.m. with the Pledge of Allegiance, and moment of silence. The meeting was held with the building open to the public. The call-in number for the zoom connection was available and listed on the agenda and the website.

Roll Call: The following members were present in person: Mr. Kopil, Mr. Kara, Mr. Rodriguez, Mr. Brezik, Mr. Claussen and Mr. Waldrop. Absent: Ms. Winstead Also present: Clerk-Treasurer Longer and City Attorney McCarthy.

Reading of the Minutes: Motion by Mr. Brezik, seconded by Mr. Kopil to approve the minutes of the Regular Meeting of December 3, 2025 as presented. All aye, motion carried. (6-0)

Correspondence: Mayor Huddlestun reported: OpenGov went live on December 1st and is rolling along with some minor hiccups; the Board of Works accepted K9 "Syier" into the department with Alex Meier as the handler; Public Bar & Rec on Main Street has completed foundation work and should be starting on the outside walls soon; the Teamsters Contract and the Firefighter Union Addendum have both been approved by the Board of Works and the Unions; No roads are currently closed within the City; City Hall will be closed on Christmas Day and New Years Day.

Committee Reports: There were no Committee Reports.

Approval of the Agenda: Mr. Huddlestun requested the addition of the Addendum to the Settlement Agreement regarding Patriot Park under Unfinished Business. Motion by Mr. Kara, seconded by Mr. Brezik, to approve the agenda with the addition. All aye, motion carried. (6-0)

Unfinished Business:

Public Hearing re: Proposed Economic Revitalization Area As noted on the Agenda: *NOTE: This Public Hearing has been postponed and will be rescheduled to a later date.*

Ordinance 2025-49 (2nd Reading): An Ordinance Amending Ordinance 2013-44 (as amended) to Amend a Certain Section of the Employee Handbook Specifically regarding the Benefits of Sick Leave for Firefighters Due to a Change in their Scheduled Work Week. The second reading of the Ordinance was held. Motion by Mr. Kopil, seconded by Mr. Kara, to adopt Ordinance 2025-49 as presented. Roll Call Vote taken. All aye, motion carried. (6-0)

Ordinance 2025-50 (2nd Reading): An Ordinance Amending the Hobart Municipal Code §32.30 regarding the Ambulance Fund and Adopting Emergency Services Requiring a Fee to be Listed in the Fee Schedule. The second reading of the Ordinance was held. Mr. Huddlestun mentioned that over the past week we had 3 lift assist requests at the same location within ½ hour of each other. The Fire Dept. and Mayor's office will send out notices to facilities regarding this ordinance change if adopted. Motion by Mr. Kara, seconded by Mr. Kopil, to adopt Ordinance 2025-50 as presented. Roll Call Vote taken. All aye, motion carried. (6-0)

Addendum to Settlement Agreement re: Patriot Park: Attorney McCarthy explained that the original agreement, finalized in 2024 was for a donation of land to the City but it was found that the land to be donated had covenants attached to it and while it may not apply to a municipality, the City generally does not accept property unless it is free and clear of liens and/or encumbrances. The issue is being addressed by the donor and should be cleared up by next year but instead of waiting another year, this addendum allows us to take the property now. It is not the City's intent to sell the property but is willing to take the donation while the donator clears the encumbrance provided the donator deposits \$50K into an escrow account for the City's use for legal remedies if the property is not cleared or until the property is cleared. Motion by Mr. Claussen, seconded by Mr. Brezik, to approve the Addendum to the Settlement Agreement, authorizing the Mayor to execute the addendum pending the final approval by the legal department. All aye, motion carried. (6-0)

New Business:

Ordinance 2025-51: An Ordinance Creating and Authorizing the Use of a Community Impact Fund. The first reading of the Ordinance was held. Mr. Huddleston stated this fund will allow the Council flexibility for many different things especially if donations are given to the City without restrictions and allows the Council to determine how the funds will be spent. Motion by Mr. Claussen, seconded by Mr. Waldrop to approve Ordinance 2025-51 on first reading. Roll Call Vote taken. All aye, motion carried. (6-0)

Motion by Mr. Claussen, seconded by Mr. Waldrop, to suspend the rules, declare an emergency and proceed with the second reading of the Ordinance this evening. All aye, motion carried. (6-0)

Ordinance 2025-51: An Ordinance Creating and Authorizing the Use of a Community Impact Fund. The second reading of the Ordinance was held. Motion by Mr. Claussen, seconded by Mr. Waldrop, to adopt Ordinance 2025-51 as presented. Roll Call Vote taken. All aye, motion carried. (6-0)

Consideration of Council Appointments for 2026: Motion by Mr. Claussen, seconded by Mr. Kara, to retain the same positions/appointments in 2026 as they are in 2025. All aye, motion carried. (6-0)

Announcements: The 2026 Schedule of Regular Meetings was distributed and will be posted to the website. Mr. Kopil stated there will be an Ordinance Committee meeting on January 7th, tentatively set for after the regular Council meeting.

Suzanna Enslin stated there are resource lists available for lift-assist and home nursing aides that could be provided to residents if needed. She also stated she and the Mayor are trying to coordinate a date for a question/answer session to be held and she has also reached out to "Carlos" with 17 questions about living near a data center: what it is like, what has changed in the community, general impact questions. She has yet to hear back but will share the responses once received.

Linda Berendsen, 1221 W. 38th Place, shared a quote from Patriarch Bartholomew who spoke of a need for each of us to repent in the ways we have harmed the planet. He repeatedly speaks with urgency, challenging us to review how we live against the Creation, degrading the earth and causing changes to the climate, destroying wetlands, stripping the earth of natural forests, committing crimes against the waters and air and life is a sin against the natural world, a sin against ourselves and God. She stated it seems like

we are taking a sledgehammer to our local creation and she hopes people will think carefully about this decision.

Jessica Gadberry, 332 W. Old Ridge Rd., stated she wanted to circle back with Mr. Kara comparing the hospital generators to a hyper-scale generators, saying that the hospital has 2 generators and she reached out to New Carlisle who said they have 24 generators per building and there are 16 buildings which totals 384 generators. She noted that while they do not run all the time, they do emit carcinogens when they are running and if the power goes out, the generators will be started immediately. She described Loudin County VA where there were excessive heat waves last summer and the generators were started for grid relief and ran for 5 days straight. This needs to be taken seriously as it has potentially long-lasting polluting effect. She also asked Mr. Rodriguez for more transparency to his constituents as he communicates very little. She asked Mr. Huddlestun how he feels about powering up all the generators in the case of a power outage. Mr. Huddlestun stated that the probability of that is minimal and there are stipulations in place in addition to a secondary grid to prevent lack of power.

Cody Graff, 7009 Colorado St., questioned why other data centers that are proposed in the middle of nowhere are being denied but here in Hobart, next to a residential area, they are being encouraged and will affect every resident for the rest of our lives. He stated he is an electrician and has had the opportunity to work at the New Carlisle site who is offering 2x above scale but electricians do not want to go out there to work and would rather take a pay cut than go there to work. He asked that the Council not sell out the constituents, the environment and the community as a whole to cover what is needed for SEA1 impacts. He also mentioned today's air quality index is an 8, a moderate reading. There are particulate matter that is coating lungs right now and questioned how much additional particulate matter will be generated with the addition of a data center. There are articles and information out there which would give us the information to be considered. He purchased his home with a large yard to be able to be outside but the long-term effect is detrimental.

Angelita Soriano, 1741 Imperial St., wanted to put into perspective 2.5gw power as reported in the newspaper and stated New Carlisle is listed as 2.3gw in a heavy industrial area vs. the Hobart site at 2.5gw. She questioned the Economic Revitalization Area and ordinances from the 1990's and the process as to why this area is being considered for an ERA and whether there are any Statement of Benefits to be available to review. Mr. Claussen explained the process of designating the area as a revitalization area to spur development and the public hearing will be on the confirmatory resolution. Tax abatement in a TIF district are a little bit different as to the impact. He noted that no steps have been skipped but some things may go side-by-side and the RDC is involved because it is within the TIF district. She noted she just wants to understand and be assured that no steps are skipped. She encouraged the Council to go visit the New Carlisle site and visit with the residents and possibly the union workers there. Mr. Waldrop discussed the process of the Comprehensive Plan and the need for the plan to facilitate requests for grants and other state and federal funding. The City continues to need to try to grow the A.V. and have a plan for the future. Mr. Brezik stated that there is a legal process and the City cannot just skip a step and move forward without following the process.

Patricia Corey, 7203 Colorado St., stated a hyper-scale data center is causing a great unhappiness in the City and the process is turning residents against our City. People are asking why Mr. Kopil isn't turning against this and she said people have asked about dis-annexing from Hobart. She stated the people want No Data Center for Christmas.

Ted Smukler, 1221 W. 38th Place, stated he is in the 5th District and he is unsure how this project has moved along with so little input from the community. He stated we all joked about the Chicago Bears moving to NW Indiana. He noted they are watching a Netflix series called Mr. Robot which equates to an evil corp. called Amazon. He stated that Amazon mistreats their employees and is a monopolistic monster. He stated we do not need this in our City and he would be very suspicious about any tax giveaways in a TIF district being considered.

Suzanna Enslin requested clarification on the zoning of the property and how it got changed in the Master Plan. Mr. Claussen explained the process when the City hired a consulting firm to look at all areas of the City and had multiple meetings with the public asking for input into the plan and what they would like to see as a city. It was noted that the roadways and area intersections were most conducive to

a light industrial area but the City did not change the zoning, only the designation and recommendation in the master plan because the prior residential zoning had shown no interest in development. The owners of the property then came to the City to request the rezoning of the land. Mr. Huddlestun also stated the Master Plan process took over a year and had a great deal of public input including surveys, meetings and work sessions and many people attended. He also noted that not every area is designated as an ERA but when you discuss incentives that is when an ERA comes into the process. Mr. Waldrop stated the state looks at Master Plans also to see if incentives to spur development are being used.

Jennifer Williams, 1690 Sapphire Court, provided information from a radius map of 3 miles from the data center site and listed a variety of business, residential subdivisions and service businesses and parks and their relation to the proposed site. She noted that you may not live across the street from the actual site but your children may go to school within 1.5 miles of the site. She noted that noise and sound vibrations travel a long distance and a wall will not stop the noise, only redirect it. Noise travelling disrupts sleep and affects everyone's well-being. She stated the allowable decibel range should go down, not up as the Council recently instituted and hyper-scale data centers should not be built this close to homes, schools and businesses where families live, work and play. She encouraged the Council to spend some time at Shilo Farms with the horses and understand what this project will do to their well-being. She remembers meetings about the Master Plan and has a photo of the area with sticky notes saying No Light Industrial at this site. She stated the residents want responsible, clean development and asked the Council to do the right thing for the people who elected you. She stated the residents are looking for good stewards for our community in a development agreement and asked that the Council not sell the City out. She also asked about the streetlight in her area that are not working. Ms. Clemens stated the company is working on finding the problem and should be fixing it within the next week.

Phyllis Abbott, 447 N. Ohio, expressed concerns about the infrastructure and believes the power will not be adequate to handle this project. She stated she works from home and relies on power to be able to work. She stated she wants to be proud of her hometown and asked why the City is considering this project and stated she would prefer higher taxes over a data center.

A Resident, Lincoln St., stated she moved here in 1996 and chose to live here because it is so beautiful, the lakes, streams, wetlands and is concerned that this will be greatly impacted. She noted she has severe asthma and what this project will do to the pollution is horrible. She lives within 2 miles of the site and is concerned for her health and her children's health and the residents of this City. She stated there has to be other ways to help the community and this project should not go forward and ruin the community.

Charles Carter, Jr., corner of 69th & Colorado St., stated he grew up in Chicago and Gary but moved out here because it is so peaceful. He stated we have yards and open spaces. He discussed the metaphysical ways that peaceful surroundings contribute to the quality of life. He noted that the vibrations are in sync with nature allowing you to feel peace and our physical and mental well-being will be affected by the noise, vibrations and pollutants from a data center.

Brad Johnson, 1120 E. 53rd Ave., Gary, stated this proposal is not a prototype and information about in-use data centers is out there. He is concerned about what this project will do to the environment: noise, lights, power, water is at risk. He wondered what other information does the Council need to stop this project. He stated he lives in the SE corner of Gary across I-65 from Hobart and this City does an excellent job with City services and this will destroy this City. He also discussed speeding on 53rd Ave. off of Liverpool Rd. and Mississippi St. and Mr. Huddlestun stated he will ask the Police Dept. to put extra patrols in the area.

Aaron Schavey, 444 E. Rand St., asked what it would take to say no to this project. Mr. Huddlestun stated it is not one particular thing as the Council looks at the City as a whole. Mr. Schavey stated he is professional in environmental services, working for the EPA for over 20 years and now supplying emission control regulators and discussed concerns about the emissions from diesel generators and the "smoke-stacks" that they have that may not be 20' high but they are emitting pollutants and when running they create 2.25-4 megawatts of power per generator.

Beth Blomiley, 254 N. Michigan Ave., stated there are 5-24 deer near Decatur St. and eagles in the area and there are coyotes in the area of Deep River. There are Federal and Nationally Endangered species in

our community. This is a beautiful area created by the glaciers and it should stay in its natural state and not be polluted by data centers.

Albina Roman, 2083 Tawny St., discussed auto emission requirements to reduce pollution and wondered why there is no concern about pollution from the data centers including noise, water pressure, and air and effecting the availability of electrical power. She noted that people's health and well-being is at risk and this project should be stopped.

A woman representing a resident (her sister) on Colorado St., read from Section 2 of Ordinance 2025-28 rezoning the property stating it will not be injurious to the public health, safety and general welfare of the area and will not be adverse to the area, constitutes an unusual and unnecessary hardship and does not interfere with the comprehensive plan. She stated that it appears the Council does not want to cause a hardship for the data center site but is putting an extreme hardship on the residents adjacent to the property and will really affect the personality of the community of Hobart.

Mayor Huddlestun asked if anyone else would like to address the Council and there was no further response.

Adjournment: Motion by Mr. Claussen, seconded by Mr. Kopil, to adjourn the meeting. All aye, motion carried. (6-0) The meeting adjourned at 7:58 p.m.

SECRETARY

PRESIDING OFFICER

**MEMORANDUM OF THE
EXECUTIVE SESSION of the CITY OF HOBART
COMMON COUNCIL**

Hobart City Hall, 414 Main Street, Mayor's Office
December 29, 2025

Call to Order: Mayor Josh Huddlestun called the Executive Session to order at 5:30 p.m.

Roll Call:

Council Members: Mr. Kopil, Mr. Kara, Mr. Rodriguez, Ms. Winstead, Mr. Brezik, Mr. Claussen and Mr. Waldrop. Also present: Mayor Huddlestun, City Attorney McCarthy, Chief of Staff Clemens and Clerk-Treasurer Longer, HSD Attorney Meyer and remotely Attorney Thomas Everett, Barnes & Thornburg LLP.

As authorized by I.C. 5-14-1.5-6.1(b)(19) the topics discussed in the December 29, 2025 Executive Session were limited to communications with attorneys that are subject to the attorney-client privilege. No other topics were discussed.

The Executive Session was adjourned by Mayor Huddlestun at 7:35 p.m.

Adopted and Certified this _____ day of _____, 2026

Presiding Officer

Attest:

Clerk-Treasurer

MEMORANDUM

December 31, 2025

**TO: HOBART BOARD OF PUBLIC WORKS & SAFETY
HOBART COMMON COUNCIL**

**CC: MAYOR HUDDLESTUN
CITY ATTORNEY McCARTHY**

FROM: Deb Longer, C-T *DL*

RE: End of Year Report of Encumbrances and Transfers

Attached please find the following reports:

In accordance with Board of Works Resolution 2025-03 Authorizing the Encumbering of remaining appropriation balances from 2025 where feasible, please find the list of end of year encumbrances that will be carried over into 2026.

In accordance with Council Resolution 2025-04 Authorizing the Transfer of Appropriations for 2025 Expenditures where needed, attached please find the list of the end of the year transfers that were completed before closing out the year.

Should you have any questions, please contact me at (219) 942-1940 or clerk-treasurer@cityofhobart.org

ENCUMBRANCES FROM 2025 BUDGET TO 2026						
Please encumber the following amounts from the 2025 budget in the line items specified for the Vendor/Use as noted.						
Fund/Dept.	Vendor/Address	Use	Line Item #	Description	Amount	USE P.O.#
REDEVELOPMENT FUND (4445)						
Fund 4445	PBR Hobart, LLC 9190 Double Dr. N. Crown Point, IN 46307	Façade Grant reimbursement: 332-336 Main St.: Public Bar & Rec	4445090400.004	Downtown Grant	\$ 122,223.50	
Total Encumbered from 2025 Redevelopment Fund:					\$ 122,223.50	
Fund/Dept.	Vendor/Address	Use	Line Item #	Description	Amount	USE P.O.#
GENERAL FUND / BOARD OF WORKS (1101038)						
Fund 1101	D&M Collision Repair Center 455 S. Shelby St. Hobart, IN 46342	HPD Veh #167 Repair	1101038340.005	P&C Claim	\$ 26,296.31	
Fund 1101	Good Guys Collision Center 8201 Clay St. Merrillville, IN 46410	HPD Veh #169 Repair	1101038340.005	P&C Claim	\$ 3,487.36	
Total Encumbered from 2025 General Fund/Board of Works Dept:					\$ 29,783.67	
Fund/Dept.	Vendor/Address	Use	Line Item #	Description	Amount	USE P.O.#
GENERAL FUND / POLICE DEPARTMENT (1101039)						
Fund 1101	Pulse Technology 3801 E. Lincoln Hwy. Merrillville, IN 46410	20 New Chairs, Civilian, DB, Admin.	1101039450.000	Equipment	\$ 6,986.99	
Fund 1101	AAA Police Supply 940 Providence Hwy. Dedham, MA 02026	65 Pin Down Hats	1101039137.000	Clothing Allowance	\$ 3,177.00	
Fund 1101	NWI Emergency Outfitters 3330 Strong St. Highland, IN 46322	2026 Dodge Durango Vehicle Install (equipment)	1101039450.000	Equipment	\$ 10,000.00	
Fund 1101	John Johns 1735A Gardner Lane Corydon, IN 47112	2026 Dodge Durango	1101039450.000	Equipment	\$ 43,155.50	
Total Encumbered from 2025 General Fund/Police Dept:					\$ 63,319.49	
Fund/Dept.	Vendor/Address	Use	Line Item #	Description	Amount	USE P.O.#
HSD IMPROVEMENT FUND (6208)						
Fund 6208	RedZone Robotics 195 Thorn Hill Rd. Warrendare, PA 15086	YES Annual Invoice 5 of 5 (Final)	6208090400.009	Infrastructure	\$ 116,825.09	
Total Encumbered from 2025 HSD Improvement Fund:					\$ 116,825.09	
Total Encumbered from 2025 (All Funds):					\$ 332,151.75	

Installed by the CITY OF HOBART-2015
Miscellaneous Appropriation Transaction List

All Misc Appr Types
 Post Date From 12/01/2025 Thru 12/31/2025
 Grouped By Fund Number
 All Records

APPR ACCT	DATE	TITLE	DESCRIPTION	TYPE	AMOUNT
**Fund Number 1101					
1101039362.000	12/08/2025	Maintenance	police	Transfer	-250.00
1101039364.000	12/08/2025	Software Updates	police	Transfer	250.00
1101039362.000	12/08/2025	Maintenance	police	Transfer	-150.00
1101039392.000	12/08/2025	Services & Charges	police	Transfer	150.00
1101039225.000	12/09/2025	Vehicle Maintenance	Rec#146560	Adjustment	700.00
1101035363.000	12/12/2025	Contractual Agreement	Res 2025-04	Transfer	-7000.00
1101035235.001	12/12/2025	Materials & Supplies	Res 2025-04	Transfer	7000.00
1101038340.003	12/24/2025	P & C Insurance Premiums	end of year transfer	Transfer	-30600.00
1101038340.005	12/24/2025	P & C Insurance Claims Paid	end of year transfer	Transfer	30600.00
1101039119.000	12/24/2025	Police Officer Base Wage	end of year transfers	Transfer	-60200.00
1101039450.000	12/24/2025	Equipment	end of year transfers	Transfer	60200.00
1101038135.001	12/29/2025	Health Insurance Funding	End of year transfers	Transfer	-84820.00
1101040132.000	12/29/2025	Overtime	End of year transfers	Transfer	84820.00
1101038135.001	12/29/2025	Health Insurance Funding	End of year transfers	Transfer	-66420.00
1101045351.000	12/29/2025	Electricity	End of year transfers	Transfer	66420.00
1101031112.005	12/29/2025	Human Resources	End of year transfers	Transfer	-70.00
1101031235.001	12/29/2025	Materials & Supplies	End of year transfers	Transfer	70.00
1101031112.005	12/29/2025	Human Resources	End of year transfers	Transfer	-435.00
1101031331.000	12/29/2025	Printing	End of year transfers	Transfer	435.00
1101031112.005	12/29/2025	Human Resources	End of year transfers	Transfer	-45.00
1101031398.000	12/29/2025	Membership Dues	End of year transfers	Transfer	45.00
1101032211.000	12/29/2025	Official Records	End of year transfers	Transfer	-160.00
1101032235.001	12/29/2025	Materials & Supplies	End of year transfers	Transfer	160.00
1101032306.000	12/29/2025	Consultant	End of year transfers	Transfer	-7650.00
1101032450.000	12/29/2025	Equipment	End of year transfers	Transfer	7650.00
1101037111.005	12/29/2025	Building Official's Salary	End of year transfers	Transfer	-6820.00
1101037111.006	12/29/2025	Building Inspector's Salary	End of year transfers	Transfer	6820.00
1101037111.005	12/29/2025	Building Official's Salary	End of year transfers	Transfer	-1820.00
1101037113.000	12/29/2025	Part Time Employees	End of year transfers	Transfer	1820.00
1101037111.005	12/29/2025	Building Official's Salary	End of year transfers	Transfer	-10.00
1101037117.000	12/29/2025	Secretary	End of year transfers	Transfer	10.00
1101037111.004	12/29/2025	Zoning Administrator	End of year transfers	Transfer	-1650.00
1101037129.000	12/29/2025	Inspectors	End of year transfers	Transfer	1650.00
1101037111.004	12/29/2025	Zoning Administrator	End of year transfers	Transfer	-1100.00
1101037450.000	12/29/2025	Equipment	End of year transfers	Transfer	1100.00
1101038221.000	12/29/2025	Gasoline	End of year transfers	Transfer	-2010.00
1101038150.000	12/29/2025	Medical Testing	End of year transfers	Transfer	2010.00
1101038221.000	12/29/2025	Gasoline	End of year transfers	Transfer	-2800.00
1101038321.000	12/29/2025	Postage, Freight, Shipping	End of year transfers	Transfer	2800.00
1101038221.000	12/29/2025	Gasoline	End of year transfers	Transfer	-54450.00
1101038349.000	12/29/2025	Street Lights, Traffic Signals	End of year transfers	Transfer	54450.00
1101038221.000	12/29/2025	Gasoline	End of year transfers	Transfer	-55320.00
1101038363.000	12/29/2025	Contractual Agreement	End of year transfers	Transfer	55320.00
1101038221.000	12/29/2025	Gasoline	End of year transfers	Transfer	-20000.00
1101038363.003	12/29/2025	Ambulance Billing Fees	End of year transfers	Transfer	20000.00
1101038221.000	12/29/2025	Gasoline	End of year transfers	Transfer	-220.00

Installed by the CITY OF HOBART-2015
Miscellaneous Appropriation Transaction List

APPR ACCT	DATE	TITLE	DESCRIPTION	TYPE	AMOUNT
1101038398.000	12/29/2025	Membership Dues	End of year transfers	Transfer	220.00
1101039119.000	12/29/2025	Police Officer Base Wage	End of year transfers	Transfer	-7750.00
1101039113.000	12/29/2025	Part Time Employees	End of year transfers	Transfer	7750.00
1101039119.000	12/29/2025	Police Officer Base Wage	End of year transfers	Transfer	-100.00
1101039119.007	12/29/2025	Spillman/Tech Supervisor	End of year transfers	Transfer	100.00
1101039119.000	12/29/2025	Police Officer Base Wage	End of year transfers	Transfer	-7950.00
1101039132.000	12/29/2025	Overtime & Holiday Pay	End of year transfers	Transfer	7950.00
1101039119.000	12/29/2025	Police Officer Base Wage	End of year transfers	Transfer	-3075.00
1101039363.000	12/29/2025	Contractual Agreement	End of year transfers	Transfer	3075.00
1101039119.000	12/29/2025	Police Officer Base Wage	End of year transfers	Transfer	-450.00
1101039364.000	12/29/2025	Software Updates	End of year transfers	Transfer	450.00
1101039119.000	12/29/2025	Police Officer Base Wage	End of year transfers	Transfer	-950.00
1101039392.000	12/29/2025	Services & Charges	End of year transfers	Transfer	950.00
1101039119.000	12/29/2025	Police Officer Base Wage	End of year transfers	Transfer	-10850.00
1101039398.000	12/29/2025	Membership Dues	End of year transfers	Transfer	10850.00
1101040120.000	12/29/2025	Firefighters Base Wage	End of year transfers	Transfer	-5.00
1101040225.000	12/29/2025	Vehicle Maintenance	End of year transfers	Transfer	5.00
1101040120.000	12/29/2025	Firefighters Base Wage	End of year transfers	Transfer	-12675.00
1101040450.000	12/29/2025	Equipment	End of year transfers	Transfer	12675.00
1101041121.002	12/29/2025	Driver	End of year transfers	Transfer	-380.00
1101041113.000	12/29/2025	Part Time Employees	End of year transfers	Transfer	380.00
1101041121.002	12/29/2025	Driver	End of year transfers	Transfer	-14610.00
1101041121.001	12/29/2025	Operator	End of year transfers	Transfer	14610.00
1101041121.002	12/29/2025	Driver	End of year transfers	Transfer	-10130.00
1101041132.000	12/29/2025	Overtime	End of year transfers	Transfer	10130.00
1101045353.000	12/29/2025	Gas Heat	End of year transfers	Transfer	-4450.00
1101045354.000	12/29/2025	Water Use	End of year transfers	Transfer	4450.00
1101045353.000	12/29/2025	Gas Heat	End of year transfers	Transfer	-810.00
1101045355.000	12/29/2025	Sewage User Fees	End of year transfers	Transfer	810.00
1101045353.000	12/29/2025	Gas Heat	End of year transfers	Transfer	-5690.00
1101045362.000	12/29/2025	Maintenance	End of year transfers	Transfer	5690.00
1101038430.000	12/29/2025	Improvements	End of year transfers	Transfer	-6800.00
1101038398.000	12/29/2025	Membership Dues	End of year transfers	Transfer	6800.00
1101038362.000	12/29/2025	Maintenance	End of year transfers	Transfer	-200.00
1101038349.000	12/29/2025	Street Lights, Traffic Signals	End of year transfers	Transfer	200.00
1101040113.000	12/29/2025	Part Time Employees	End of year transfers	Transfer	-5150.00
1101040130.000	12/29/2025	Fire PERF City Share	End of year transfers	Transfer	5150.00
1101038306.000	12/30/2025	Consultant	End of year transfers	Transfer	-1000.00
1101038398.000	12/30/2025	Membership Dues	End of year transfers	Transfer	1000.00

SubTotal Fund Number 1101 700.00

****Fund Number 2201**

2201090121.002	12/29/2025	Driver	End of year transfers	Transfer	-5550.00
2201090121.000	12/29/2025	Foreman	End of year transfers	Transfer	5550.00
2201090121.002	12/29/2025	Driver	End of year transfers	Transfer	-27950.00
2201090121.001	12/29/2025	Operator	End of year transfers	Transfer	27950.00
2201090121.002	12/29/2025	Driver	End of year transfers	Transfer	-250.00
2201090122.000	12/29/2025	Mechanic I	End of year transfers	Transfer	250.00
2201090121.002	12/29/2025	Driver	End of year transfers	Transfer	-17810.00
2201090132.000	12/29/2025	Overtime	End of year transfers	Transfer	17810.00
2201090121.002	12/29/2025	Driver	End of year transfers	Transfer	-2700.00

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APPR ACCT	DATE	TITLE	DESCRIPTION	TYPE	AMOUNT
2201090351.000	12/29/2025	Electricity	End of year transfers	Transfer	2700.00
2201090121.002	12/29/2025	Driver	End of year transfers	Transfer	-2700.00
2201090353.000	12/29/2025	Gas Heat	End of year transfers	Transfer	2700.00
2201090121.002	12/29/2025	Driver	End of year transfers	Transfer	-20.00
2201090362.000	12/29/2025	Maintenance	End of year transfers	Transfer	20.00
SubTotal Fund Number 2201					0.00
**Fund Number 2204					
2204090225.000	12/12/2025	Vehicle Maintenance	Res 2025-04	Transfer	-2000.00
2204090351.000	12/12/2025	Electricity	Res 2025-04	Transfer	2000.00
2204090225.000	12/12/2025	Vehicle Maintenance	Res 2025-04	Transfer	-2000.00
2204090430.000	12/12/2025	Improvements	Res 2025-04	Transfer	2000.00
2204090331.000	12/12/2025	Printing	Res 2025-04	Transfer	-2000.00
2204090351.000	12/12/2025	Electricity	Res 2025-04	Transfer	2000.00
2204090113.000	12/29/2025	Part Time Employees	End of year transfers	Transfer	-5.00
2204090117.000	12/29/2025	Secretary	End of year transfers	Transfer	5.00
2204090113.000	12/29/2025	Part Time Employees	End of year transfers	Transfer	-60.00
2204090235.001	12/29/2025	Materials & Supplies	End of year transfers	Transfer	60.00
2204090113.000	12/29/2025	Part Time Employees	End of year transfers	Transfer	-440.00
2204090351.000	12/29/2025	Electricity	End of year transfers	Transfer	440.00
2204090113.000	12/29/2025	Part Time Employees	End of year transfers	Transfer	-45.00
2204090391.000	12/29/2025	Training, Education, Seminars	End of year transfers	Transfer	45.00
2204090113.000	12/29/2025	Part Time Employees	End of year transfers	Transfer	-40.00
2204090392.007	12/29/2025	Security Alarm Services	End of year transfers	Transfer	40.00
2204090372.000	12/31/2025	Lease Rentals	End of year transfers	Transfer	-150.00
2204090392.007	12/31/2025	Security Alarm Services	End of year transfers	Transfer	150.00
SubTotal Fund Number 2204					0.00
**Fund Number 2209					
2209090363.000	12/08/2025	Contractual Agreement	Rec#146481	Adjustment	3756.81
2209090130.001	12/11/2025	Civillian Wage Supplement	CEDIT	Transfer	-14000.00
2209090124.007	12/11/2025	Community Development	CEDIT	Transfer	14000.00
2209090130.001	12/11/2025	Civillian Wage Supplement	CEDIT	Transfer	-14000.00
2209090128.000	12/11/2025	Marketing and Planning	CEDIT	Transfer	14000.00
2209090340.005	12/11/2025	P & C Insurance Claims Paid	CEDIT	Transfer	-200000.00
2209090363.000	12/11/2025	Contractual Agreement	CEDIT	Transfer	200000.00
2209090111.025	12/29/2025	Zoning Administrator Additional	End of year transfers	Transfer	-36700.00
2209090450.000	12/29/2025	Equipment	End of year transfers	Transfer	36700.00
2209090113.000	12/29/2025	Part Time Employees	End of year transfers	Transfer	-11400.00
2209090450.000	12/29/2025	Equipment	End of year transfers	Transfer	11400.00
2209090117.000	12/29/2025	Secretary	End of year transfers	Transfer	-21200.00
2209090450.000	12/29/2025	Equipment	End of year transfers	Transfer	21200.00
2209090125.000	12/29/2025	Engineer in Training	End of year transfers	Transfer	-24000.00
2209090450.000	12/29/2025	Equipment	End of year transfers	Transfer	24000.00
2209090127.000	12/29/2025	Director of Development	End of year transfers	Transfer	-25500.00
2209090450.000	12/29/2025	Equipment	End of year transfers	Transfer	25500.00
2209090130.001	12/29/2025	Civillian Wage Supplement	End of year transfers	Transfer	-143275.00
2209090450.000	12/29/2025	Equipment	End of year transfers	Transfer	143275.00
2209090135.000	12/29/2025	Health Insurance	End of year transfers	Transfer	-2810.00
2209090131.000	12/29/2025	Longevity	End of year transfers	Transfer	2810.00
2209090135.000	12/29/2025	Health Insurance	End of year transfers	Transfer	-59710.00

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APPR ACCT	DATE	TITLE	DESCRIPTION	TYPE	AMOUNT
2209090363.000	12/29/2025	Contractual Agreement	End of year transfers	Transfer	59710.00
2209090450.000	12/29/2025	Equipment	End of year transfers	Transfer	-262075.00
2209090430.000	12/29/2025	Improvements	End of year transfers	Transfer	262075.00
2209090312.001	12/31/2025	Architects & Engineers	End of year transfers	Transfer	-4000.00
2209090363.000	12/31/2025	Contractual Agreement	End of year transfers	Transfer	4000.00
SubTotal Fund Number 2209					3756.81
**Fund Number 2228					
2228090450.000	12/12/2025	Equipment	Res 2025-04	Transfer	-4000.00
2228090362.000	12/12/2025	Maintenance	Res 2025-04	Transfer	4000.00
SubTotal Fund Number 2228					0.00
**Fund Number 2240					
2240090128.001	12/29/2025	Public Safety Wages	End of year transfers	Transfer	-500.00
2240090111.003	12/29/2025	Public Safety Chief Additional	End of year transfers	Transfer	500.00
2240090128.001	12/29/2025	Public Safety Wages	End of year transfers	Transfer	-52420.00
2240090131.005	12/29/2025	Rank (Police & Fire)	End of year transfers	Transfer	52420.00
SubTotal Fund Number 2240					0.00
**Fund Number 2515					
2515090135.000	12/29/2025	Health Insurance Premium	End of year transfers	Transfer	-6340.00
2515090113.000	12/29/2025	Part Time Employees	End of year transfers	Transfer	6340.00
2515090135.000	12/29/2025	Health Insurance Premium	End of year transfers	Transfer	-275.00
2515090131.003	12/29/2025	Social Security City Share	End of year transfers	Transfer	275.00
SubTotal Fund Number 2515					0.00
**Fund Number 4445					
4445090400.004	12/18/2025	Downtown/Loans Grants	never used	Manual PO	122223.50
4445090410.004	12/24/2025	Infrastructure	End of year transfers	Transfer	-42500.00
4445090400.004	12/24/2025	Downtown/Loans Grants	End of year transfers	Transfer	42500.00
SubTotal Fund Number 4445					122223.50
**Fund Number 6201					
6201090362.000	12/29/2025	Maintenance	End of year transfers	Transfer	-700.00
6201090112.005	12/29/2025	WW Human Resources	End of year transfers	Transfer	700.00
6201090362.000	12/29/2025	Maintenance	End of year transfers	Transfer	-13100.00
6201090113.000	12/29/2025	Part Time Employees	End of year transfers	Transfer	13100.00
6201090362.000	12/29/2025	Maintenance	End of year transfers	Transfer	-28020.00
6201090121.000	12/29/2025	Foreman	End of year transfers	Transfer	28020.00
6201090362.000	12/29/2025	Maintenance	End of year transfers	Transfer	-54650.00
6201090121.001	12/29/2025	Operator	End of year transfers	Transfer	54650.00
6201090362.000	12/29/2025	Maintenance	End of year transfers	Transfer	-9750.00
6201090135.000	12/29/2025	Health Insurance Premium	End of year transfers	Transfer	9750.00
6201090362.000	12/29/2025	Maintenance	End of year transfers	Transfer	-7325.00
6201090225.000	12/29/2025	Vehicle Maintenance	End of year transfers	Transfer	7325.00
6201090362.000	12/29/2025	Maintenance	End of year transfers	Transfer	-330.00
6201090321.000	12/29/2025	Postage, Freight, Shipping	End of year transfers	Transfer	330.00
6201090362.000	12/29/2025	Maintenance	End of year transfers	Transfer	-4150.00
6201090364.000	12/29/2025	Software Updates	End of year transfers	Transfer	4150.00
SubTotal Fund Number 6201					0.00
**Fund Number 6208					

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Miscellaneous Appropriation Transaction List

APPR ACCT	DATE	TITLE	DESCRIPTION	TYPE	AMOUNT
6208090400.008	12/29/2025	Sewer Re-Lining	Wastewater Improvement	Transfer	-22000.00
6208090400.009	12/08/2025	Red Zone Pipe Assessment	Wastewater Improvement	Transfer	22000.00
SubTotal Fund Number 6208					0.00
**Fund Number 6501					
6501090362.001	12/29/2025	Cost Sharing Lateral 50/50	End of year transfers	Transfer	-800.00
6501090131.003	12/29/2025	Social Security City Share	End of year transfers	Transfer	800.00
6501090362.001	12/29/2025	Cost Sharing Lateral 50/50	End of year transfers	Transfer	-64500.00
6501090312.001	12/29/2025	Architects & Engineering	End of year transfers	Transfer	64500.00
6501090362.001	12/29/2025	Cost Sharing Lateral 50/50	End of year transfers	Transfer	-27950.00
6501090363.000	12/29/2025	Contractual Agreement	End of year transfers	Transfer	27950.00
6501090131.000	12/29/2025	Longevity	End of year transfers	Transfer	-700.00
6501090130.000	12/29/2025	PERF City Share	End of year transfers	Transfer	700.00
SubTotal Fund Number 6501					0.00
*** GRAND TOTAL ***					126680.31

MEMORANDUM

DATE: DECEMBER 15, 2025

TO: HOBART COMMON COUNCIL MEMBERS
MAYOR JOSH HUDDLESTUN
CITY ATTORNEY HEATHER McCARTHY

FROM: FELIX PERRY, BUILDING OFFICIAL

RE: REZONE FROM B-1 & R-1 TO PUD

Attached please find a Certification and Proposed Ordinance for your consideration regarding Plan Commission Petition 25-35, for property located on the SE of 10th Street & Lake Park Avenue (Sapper's property), zoned B-1 & R-1, 12.44 acres

DRAFT MINUTES OF THE PLAN COMMISSION MEETING OF NOVEMBER 6, 2025: Present was Dan Tursman, Luke Land and Michelle Renninger, Viking Homes. Mr. Tursman stated he is requesting to rezone five existing parcels currently zoned B-1 and R-1 to PUD. He also noted the Comprehensive Plan addresses this area as mixed-neighborhoods. The original proposal included a higher density development which included townhomes, duplexes and single-family homes. The Plan Commission was not in favor of the townhomes and duplexes and forwarded an unfavorable recommendation to the Council. The Council sent it back to the Plan Commission in anticipation of the commission and developer come to an agreement on a revised concept for the property. Mr. Tursman revised the development to include 43 single-family homes on a minimum of 60' x 120' lots and eliminating the townhomes and duplexes. The right of way will extend from the dead end of 11th Place west to Lake Park Avenue/State Rd. 51. They intend to work with INDOT for a traffic study and appropriate traffic measures to address the traffic at the proposed intersection. 11th Street to the east is designed with a turnaround cul-de-sac enabling access to the lots and not to interfere with the elementary school drop off area for the students. Three out lot areas will not only serve for green space but also stormwater detention management systems which will be shared and controlled by the HOA. Berms and landscaping are proposed along Lake Park Avenue to soften the visibility of the homes. He stated they have discussed the north/south street right of way to be reduced from 60' to 50' allowing an additional 10' to be incorporated in the lots along Lake Park Avenue. For safety and security reasons, vinyl fencing will be installed separating the back yards and the elementary school. The same fencing will be installed on the north side of 11th Street. Ms. Renninger mentioned Viking Homes is a small local builder and will be partnering with Luke Land to provide semi-custom homes ranging from \$400,000 to \$450,000 or higher depending on the options. She stated they will be offering a product that is not marketed and under served in Hobart which will range between production homes and \$750,000 plus custom homes. Mr. Miller stated a variance will be required for the north/south street should it be reduced to a 50' right of way. Mr. Vinzant motioned for a Favorable Recommendation to the Common Council for Petition 25-35 contingent on the petitioner work with staff to ensure the covenants are amended to match the PUD and during the subdivision process the right of way is reduced to 50' and adding 10' to the rear yards along Lake Park Avenue including all discussion and Findings of Fact, seconded by Mr. SeDoris. All ayes, motion carried. (8-0)

ORDINANCE NO. 2025-48

**AN ORDINANCE OF THE CITY OF HOBART, INDIANA
PROVIDING THAT THE ZONING ORDINANCE OF THE CITY OF HOBART,
LAKE COUNTY, INDIANA BE AMENDED BY CHANGING AN ESTABLISHED
B-1 & R-1 ZONE TO A PUD ZONE CLASSIFICATION**

WHEREAS, THE HOBART CITY PLAN COMMISSION by a majority vote recommended that its **Petition No. 25-35** be adopted and that the Council rezone this property, and

WHEREAS, The Regulations and Design Standards for the PUD, as recommended by the Commission, are attached hereto and made a part hereof as Exhibit "A".

NOW THEREFORE, BE IT ORDAINED by the Common Council of the City of Hobart, Indiana:

SECTION 1. That, the City Zoning Ordinance No. 93-59 as amended and readopted as amended under Ordinance No. 2001-41 and entitled "Zoning Ordinance of the City of Hobart, Indiana", and particularly the zone maps which are made a part of said Ordinance No. 93-59, be and the same is hereby amended by making certain changes as follows:

By changing the following described real estate on the zone maps from its B-1 (Neighborhood Business District) & R-1 (Single-Family Residential District) zoning classification to a PUD (Planned Unit Development) zoning classification:

Parcel #45-13-05-101-001.000-018 (1075 S. Lake Park Ave.):

Part of the Northwest 1 / 4 of the Northwest 1 / 4 of Section 5, Township 35 North, Range 7 West of the 2nd Principal Meridian, in the City of Hobart, County of Lake and State of Indiana, more particularly described as follows, to-wit: Beginning at the Northwest corner of said Northwest 1 / 4; thence South 34 Rods; thence East 20 rods; thence North 34 rods; thence West 20 rods to the Place of Beginning. Except the right of way for Indiana Highway 51 as set out in Document Recorded June 9, 1976 as Instrument Number 76-354144, of the St. Joseph County (Lake County) records.

Parcel #45-13-05-102-001.000-018 (1085 S. Lake Park Ave.):

Part of the Northwest 1/4 of the Northwest 1/4 of Section 5, Township 35 North, Range 7 West of the 2nd Principal Meridian in the City of Hobart, County of Lake and State of Indiana, more particularly described as follows; to-wit: Beginning on the West line 54 rods South of said Northwest corner; thence North to the North line extended West of 11th Avenue, as set out on the Plat of Fairview Manor First Addition to Hobart, Recorded in Plat Book 31, Page 27; thence East along said North line and North line extended 336.5 feet; thence North parallel with the west line of said Northwest 1/4 108.85 feet, more or less, to the South line of the North 34 rods; and, thence West to the Place of Beginning. Except the Right of Way for Indiana Highway 51 as set out in Document

Recorded June 9, 1976 as Instrument Number 76-354143, of the St. Joseph County (Lake County) records.

Parcel #45-13-05-103-001.000-018 (1155 S Lake Park Ave.)

That part of the Northwest Quarter of the Northwest Quarter of Section 5, Township 35 North, Range 7 West of the Second Principal Meridian, being that 7.44 acre parcel surveyed by Kenneth Gembala, Indiana Professional Surveyor Number S0568 and shown on a Plat of Survey certified November 11, 2020 and revised on March 12, 2021 as Abonmarche Consultants, Inc. Job Number 20-1647, being more particularly described as Commencing at the Northwest corner of said Northwest Quarter; thence South 00 degrees 48 minutes 34 seconds East along the West line of said Northwest Quarter, 732.9 feet to the intersection of said West line with the Westerly extension of the South line of 11th Avenue as shown on the plat of Fairview Manor First Addition as shown in Plat Book 31, Page 27 in the Office of the Recorder of Lake County, Indiana (basis of bearings is Indiana West State Plane Coordinates); thence continuing South 00 degrees 48 minutes 34 seconds East along said West line of the Northwest Quarter, 210.0 feet to the Southwest corner of the land described in Warranty Deed recorded as Document 34043 in said recorder's office and the Point of Beginning; thence South 00 degrees 48 minutes 34 seconds East along said West line of the Northwest Quarter, 156.40 feet to the Northwest corner of the land described in a Deed recorded in Deed Record "I", Page 424 in said recorder's office; thence along the North and East lines of said parcel of land the following two courses: 1) South 89 degrees 45 minutes 56 seconds East, 78.00 feet, 2) South 00 degrees 48 minutes 34 seconds East, 147.08 feet to the North line of the land described in Quit-Claim Deed recorded as Document Number 2015-075978, parcel "A" and parcel "B" thence South 89 degrees 45 minutes 37 seconds East along said North line and along the North line of the land described in the following two parcels: 1) Quit-Claim Deed Document Number 2016-026660, 2) Warranty Deed Document Number 2019-036531 and along the North lines of Lot One and Lot Two of Falatic Subdivision, Plat Book 73, Page 1, all recorded in said recorder's office, 688.88 feet to the West line of said Fairview Manor First Addition Recorded in Plat Book 31, Page 27 in said recorder's office; thence North 00 degrees 56 minutes 24 seconds West along said West line, 510.60 feet to the said South line of 11th Street; thence North 89 degrees 32 minutes 36 seconds West along said South line, 495.77 feet to the Northwest corner of said land described in Document Number 340433; thence South 00 degrees 48 minutes 34 seconds East along the East line of said land described in Document Number 340433 to the Southeast corner of said parcel of land; thence North 89 degrees 32 minutes 36 seconds West along the South line of said parcel of land, 270.0 feet to the Point of Beginning, all in the city of Hobart, Lake County, Indiana.

Excepting therefrom, a part of the Northwest Quarter of the Northwest Quarter of Section 5, Township 35 North, Range 7 West, City of Hobart, Hobart Township, Lake County, Indiana, and being that part of the grantor's land lying within the Right-of-Way lines depicted on the Right-of-Way Parcel Plat marked Exhibit "B" attached to Instrument Number 2021-63824, described as follows: Commencing at the Northwest corner of said Quarter-Quarter Section designated as point "50004" on said Exhibit "B"; thence South 01 degrees 01 minutes 15 seconds East 942.97 feet along the West line of said Quarter

Quarter Section to the Southwest corner of a 210 foot by 270 foot exception described in Parcel 3 of Instrument 2015-040807 and the Point of Beginning of this description; thence South 89 degrees 46 minutes 15 seconds East 75.02 feet along the South line of said exception to the line between the point designated "564" and the point designated as "561" on said Exhibit "B"; thence South 01 degrees 01 minutes 15 seconds East 43.20 feet to the point designated "561" on said Exhibit "B"; thence South 88 degrees 58 minutes 45 seconds West 40.00 feet to the East line of a special right of way grant dated 1934 and recorded in Instrument Number 354143 in the Office of the Recorder of Lake County, Indiana and the point designated "560" on said Exhibit "B"; thence South 01 degrees 01 minutes 15 seconds East 112.15 feet along the East line of said 1934 special right of way grant to the North line of said burial ground reservation as described in Parcel 3 of Instrument Number 2015-040807 and the point designated "559" on said Exhibit "B"; thence North 89 degrees 58 minutes 50 seconds West 35.01 feet along the North line of said reservation to the West line of said Quarter Quarter Section; thence North 01 degrees 01 minutes 15 seconds West 156.35 feet along said West line to the Point of Beginning and containing 0.166 acres, more or less, inclusive of the presently existing right of way containing 0.043 acres, more or less, for a net additional taking of 0.123 acres, more or less.

Parcel #45-13-05-103-002.000-018 (1175 S Lake Park Ave.)

The South 210 feet of the North 942.9 feet of the West 270 feet of the NW 1/4 of the NW 1/4 Section 5, Township 35 North, Range 7 West of the 2nd P.M.

Excepting therefrom a parcel of land described as follows: Beginning at a point 834.05 feet South of the Northwest corner of section 5 and 35 feet East measured at right angles from the West of said Section 5; thence East at right angles to the East line of State Road #51, a distance of 150 feet; thence South at right angles 100 feet; thence West at right angles 150 feet to the East line State Road #51; thence North along the East line of said Highway 100 feet to the Place of Beginning, all in the City of Hobart, Lake County, Indiana. Containing 0.957 acres, more or less.

Parcel #45-13-05-103-034.000-018 (1185 S Lake Park Ave.):

A part of the Northwest Quarter of the Northwest Quarter of Section 5, Township 35 North, Range 7 West of the 2nd Principal Meridian, in the City of Hobart, described as follows: Beginning at a point on the East line of State Road No. 51, said point being 834.05 feet South of the Northwest corner of said Section 5 and 35 feet East measured at right angles from the West line of said Section 5; thence East at right angles to the East line of State Road No. 51 a distance of 150 feet; thence South at right angles 100 feet; thence West at right angles 150 feet to the East line of State Road No. 51; thence North along the East line of said Highway 100 feet to the Point of Beginning, containing 0.34 acres, more or less.

Except: a part of the Northwest Quarter of the Northwest Quarter of Section 5, Township 35 North, Range 7 West, City of Hobart, Hobart Township, Lake County, Indiana and being that part of the grantor's land lying within the Right-of-Way lines depicted on the Right-of-Way Parcel Plat marked Exhibit 'B' attached to Instrument Number 2021-049317, described as follows: Commencing at the Northwest corner of said Quarter-Quarter Section, designated as Point "500004" on said Exhibit 'B'; thence South 01

degrees 01 minutes 15 seconds East 942.97 feet along the West line of said Quarter-Quarter Section to the South line of the South 210 feet of the North 942.90 feet of said Quarter-Quarter Section as described in Instrument #2015-042166 and the Point of Beginning of this description; thence North 01 degrees 01 minutes 15 seconds West 8.92 feet along said West line to the prolonged South line of a 150-foot by 100-foot exception described in Instrument #2015-042166; thence North 88 degrees 58 minutes 45 seconds East 75.00 feet along the prolonged South line and the South line of said exception to the line between the Point designated "564" and the Point designated "561" on said Exhibit 'B'; thence South 01 degrees 01 minutes 15 seconds East 10.55 feet along said line to the South line of said South 210 feet of the North 942.90 feet of said Quarter-Quarter Section; thence North 89 degrees 46 minutes 15 seconds West 75.02 feet along said South line to the Point of Beginning and containing 0.017 acres, more or less, inclusive of the presently existing Right-of-Way containing 0.002 acres, more or less, for a net additional taking of 0.015 acres, more or less. EXCEPT: a part of the Northwest Quarter of the Northwest Quarter of Section 5, Township 35 North, Range 7 West, City of Hobart, Hobart Township, Lake County, Indiana and being that part of the granters land lying within the Right-of-Way lines depicted on the Right-of-Way Parcel Plat marked Exhibit 'B', attached to Instrument Number 2021-0496317, described as follows; Commencing at the Northwest corner of said Quarter-Quarter Section, designated as Point "500004" on said Exhibit 'B'; thence South 01 degrees 01 minutes 15 seconds East 834.05 feet (distance quoted from Instrument #2015042167) along the West line of said Quarter-Quarter Section to the prolonged North line of the grantor's land and the Point of Beginning of this description; thence North 88 degrees 58 minutes 45 seconds East 35.00 feet to the Northwest corner of the grantor's land and the Point designated "506" on said Exhibit 'B'; thence South 01 degrees 01 minutes 15 seconds East 98.75 feet along the West line of the grantor land to the Point designated "565" on said Exhibit 'B'; thence North 88 degrees 58 minutes 45 seconds East 40.00 feet to the Point designated "564" on said Exhibit 'B'; thence South 01 degrees 01 minutes 15 seconds East 1.25 feet to the South line of the grantor's land; thence South 88 degrees 58 minutes 45 seconds West 75.00 feet along said South line and the prolonged South line of the grantor's land to the West line of said Quarter-Quarter Section; thence North 01 degrees 01 minutes 15 seconds West 100.00 feet along said West line to the Point of Beginning and containing 0.081 acres, more or less, inclusive of the presently existing Right-of-Way containing 0.080 acres, more or less, for a net additional taking of 0.001 acres, more or less.

SECTION 2. The City Council now finds that the above zone change will not be injurious to the public health, safety, morals and general welfare of the community and the use or value of the area adjacent to the property included in this Ordinance will not be affected in a substantially adverse manner and the need for the change in zoning herein arises from a condition peculiar to the property involved and the condition is not due to the general condition of the neighborhood. The Council further finds that the strict application of the terms of the zoning ordinance will constitute an unusual and unnecessary hardship if applied to the property herein if this rezoning were not granted and this rezoning does not interfere substantially with the comprehensive plan.

SECTION 3. The Common Council of the City of Hobart finds the zone change will take effect upon the following conditions being fulfilled by the owner:

Contingent on the petitioner work with staff to ensure the covenants are amended to match the PUD and during the subdivision process the right of way is reduced to 50' and adding 10' to the rear yards along Lake Park Avenue

All buildings or uses permitted and placed upon said described real estate shall fully conform with all the provisions of the Zoning Ordinance of the City of Hobart, Indiana and shall have obtained the proper permits.

SECTION 4. That the City Engineer and/or Zoning Administrator is hereby authorized and directed upon the enactment and approval of this Ordinance, to cause a change to be made on the zone maps, to make certain notations in ink thereof and to record the date of passage of this Ordinance.

SECTION 5. Since an emergency exists for the immediate taking effect of this Ordinance, the same shall be in fully force and effect from and after its passage by the Common Council of the City of Hobart; upon the approval of the Mayor of the City of Hobart Indiana; and as soon thereafter as otherwise provided for by law.

PASSED and ADOPTED by the Common Council of the City of Hobart, Indiana on this _____ day of _____, 2025.

Josh Huddlestun, Presiding Officer

ATTEST:

Deborah A. Longer, Clerk-Treasurer

Presented by me to the Mayor of the City of Hobart, Indiana, for her approval and signature this _____ day of _____, 2025 at ____ o'clock ____ M.

Deborah A. Longer, Clerk-Treasurer

APPROVED and SIGNED by me, the Mayor of the City of Hobart, this _____ day of _____, 2025.

Josh Huddlestun, Mayor

ATTEST:

Deborah A. Longer, Clerk-Treasurer

EXHIBIT "A"

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

SAPPERS GARDENS SUBDIVISION

HOBART, INDIANA

DEVELOPED BY

LUKE LAND II, LLC

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DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

SAPPERS GARDENS SUBDIVISION HOBART, INDIANA

THIS DECLARATION, made this ____ day of _____, 2025 by LUKE LAND, LLC, an Indiana limited liability company (hereinafter referred to as the "Developer").

WITNESSETH

Whereas, the Developer is the owner of the real estate legally described herein; and

Whereas, the Developer desires to develop the real estate as a residential community called Sappers Gardens; and

Whereas, the Developer desires to promote the orderly development of the subdivision and to provide for the maintenance of Common Areas by subjecting the real estate owned by the Developer to the covenants, restrictions, conditions, reservations, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the subdivision and real estate comprising the development; and

Whereas, the Developer acknowledges the authority of the City of Hobart and the City of Hobart Municipal Code to regulate the development of the subdivision and the real estate comprising the development in addition to the covenants, restrictions, conditions, reservations, easements, charges and liens, hereinafter set forth; and

Whereas, the Developer deems it desirable to subject the real estate to the said covenants, restrictions, conditions, reservations, easements, charges and liens for the mutual benefit of the real estate and under a general plan and scheme of development and improvement of the subdivision; and

NOW THEREFORE, the Developer hereby declares that all of the platted lots and real estate located within the Subdivision as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the

following covenants, restrictions, conditions, reservations, easements, charges and liens, all of which are declared and agreed to be in furtherance of a plan for the improvement of the real estate and sale of the said lots in the Subdivision, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision as a whole and of each of the said lots situated therein.

ARTICLE I - DEFINITIONS

The following terms or words, when used in this Declaration, shall have the meanings attributed below:

Section 1. "Association" shall mean and refer to SAPPERS GARDEN PROPERTY OWNERS' ASSOCIATION, INC., an Indiana corporation.

Section 2. "Board" shall mean the Board of Directors of the Association.

Section 3. "Committee" shall mean the Architectural Control Committee for the Subdivision which is created and shall have the authority and duties provided herein.

Section 4. "Developer" shall mean LUKE LAND II, LLC, an Indiana limited liability company, its successors and assigns.

Section 5. "Lot" shall mean and refer to any lot or other tract in the Subdivision, together with all improvements thereon, as shown on the plat or plats thereof and designated thereon with a number for identification on which a residential structure could be constructed, whether or not one has been constructed.

Section 6. "Maintenance" shall mean the exercise of reasonable care, including buildings, roads, easements of ingress and egress, drainage easements, water detention or retention easements, utility easements, parks, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition.

Section 7. "Common Areas" shall mean all real estate, whether in one or more separate parcels, which the Association or the Developer owns for the non-exclusive common use and enjoyment of the Owners of Lots shown on the recorded Subdivision plat or plats.

Section 8. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivision, including the Developer, and including contract sellers, but not including contract purchasers.

Section 9. "Member" shall mean every person or entity holding membership in the Association.

Section 10. "Subdivision" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration and any supplemental Declaration or Declarations,

under the provisions of Article II hereof, and shall initially include the real property described in Article II, Section 1. The Subdivision is also sometimes referred to herein as Sapper's Delight, a development pursuant to the Lake County Code.

ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION;
ADDITIONS THERETO, DELETIONS THEREFROM

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied, subject to this Declaration, is located in Lake County, Indiana, and comprises all of the Lots, tracts and easements shown and/or platted within or upon the property legally described as follows:

Parcel #45-13-05-101-001.000-018 (1075 S. Lake Park Ave.):

Part of the Northwest 1 / 4 of the Northwest 1 / 4 of Section 5, Township 35 North, Range 7 West of the 2nd Principal Meridian, in the City of Hobart, County of Lake and State of Indiana, more particularly described as follows, to-wit: Beginning at the Northwest corner of said Northwest 1 / 4; thence South 34 Rods; thence East 20 rods; thence North 34 rods; thence West 20 rods to the Place of Beginning. Except the right of way for Indiana Highway 51 as set out in Document Recorded June 9, 1976 as Instrument Number 76-354144, of the St. Joseph County (Lake County) records.

Parcel #45-13-05-102-001.000-018 (1085 S. Lake Park Ave.):

Part of the Northwest 1/4 of the Northwest 1/4 of Section 5, Township 35 North, Range 7 West of the 2nd Principal Meridian in the City of Hobart, County of Lake and State of Indiana, more particularly described as follows; to-wit: Beginning on the West line 54 rods South of said Northwest corner; thence North to the North line extended West of 11th Avenue, as set out on the Plat of Fairview Manor First Addition to Hobart, Recorded in Plat Book 31, Page 27; thence East along said North line and North line extended 336.5 feet; thence North parallel with the west line of said Northwest 1/4 108.85 feet, more or less, to the South line of the North 34 rods; and, thence West to the Place of Beginning. Except the Right of Way for Indiana Highway 51 as set out in Document Recorded June 9, 1976 as Instrument Number 76-354143, of the St. Joseph County (Lake County) records.

Parcel #45-13-05-103-001.000-018 (1155 S Lake Park Ave.)

That part of the Northwest Quarter of the Northwest Quarter of Section 5, Township 35 North, Range 7 West of the Second Principal Meridian, being that 7.44 acre parcel surveyed by Kenneth Gembala, Indiana Professional Surveyor Number S0568 and shown on a Plat of Survey certified November 11, 2020 and revised on Morch 12, 2021 as Abonmarche Consultants, Inc. Job Number 20-1647, being more particularly described as Commencing at the Northwest corner of said Northwest Quarter; thence South 00 degrees 48 minutes 34 seconds East along the West line of said Northwest Quarter, 732.9 feet to the intersection of said West line with the Westerly extension of the South line of 11th Avenue as shown on the plat of Fairview Manor First Addition as shown in Plat Book 31, Page 27 in the Office of the Recorder of Lake County, Indiana (basis of bearings is Indiana West State Plane Coordinates); thence continuing South 00 degrees 48 minutes 34 seconds East

along said West line of the Northwest Quarter, 210.0 feet to the Southwest corner of the land described in Warranty Deed recorded as Document 34043 in said recorder's office and the Point of Beginning; thence South 00 degrees 48 minutes 34 seconds East along said West line of the Northwest Quarter, 156.40 feet to the Northwest corner of the land described in a Deed recorded in Deed Record "I", Page 424 in said recorder's office; thence along the North and East lines of said parcel of land the following two courses: 1) South 89 degrees 45 minutes 56 seconds East, 78.00 feet, 2) South 00 degrees 48 minutes 34 seconds East, 147.08 feet to the North line of the land described in Quit-Claim Deed recorded as Document Number 2015-075978, parcel "A" and parcel "B" thence South 89 degrees 45 minutes 37 seconds East along said North line and along the North line of the land described in the following two parcels: 1) Quit-Claim Deed Document Number 2016-026660, 2) Warranty Deed Document Number 2019-036531 and along the North lines of Lot One and Lot Two of Falatic Subdivision, Plat Book 73, Page 1, all recorded in said recorder's office, 688.88 feet to the West line of said Fairview Manor First Addition Recorded in Plat Book 31, Page 27 in said recorder's office; thence North 00 degrees 56 minutes 24 seconds West along said West line, 510.60 feet to the said South line of 11th Street; thence North 89 degrees 32 minutes 36 seconds West along said South line, 495.77 feet to the Northwest corner of said land described in Document Number 340433; thence South 00 degrees 48 minutes 34 seconds East along the East line of said land described in Document Number 340433 to the Southeast corner of said parcel of land; thence North 89 degrees 32 minutes 36 seconds West along the South line of said parcel of land, 270.0 feet to the Point of Beginning, all in the city of Hobart, Lake County, Indiana.

Excepting therefrom, a part of the Northwest Quarter of the Northwest Quarter of Section 5, Township 35 North, Range 7 West, City of Hobart, Hobart Township, Lake County, Indiana, and being that part of the grantor's land lying within the Right-of-Way lines depicted on the Right-of-Way Parcel Plat marked Exhibit "B" attached to Instrument Number 2021-63824, described as follows: Commencing at the Northwest corner of said Quarter-Quarter Section designated as point "50004" on said Exhibit "B"; thence South 01 degrees 01 minutes 15 seconds East 942.97 feet along the West line of said Quarter-Quarter Section to the Southwest corner of a 210 foot by 270 foot exception described in Parcel 3 of Instrument 2015-040807 and the Point of Beginning of this description; thence South 89 degrees 46 minutes 15 seconds East 75.02 feet along the South line of said exception to the line between the point designated "564" and the point designated as "561" on said Exhibit "B"; thence South 01 degrees 01 minutes 15 seconds East 43.20 feet to the point designated "561" on said Exhibit "B"; thence South 88 degrees 58 minutes 45 seconds West 40.00 feet to the East line of a special right of way grant dated 1934 and recorded in Instrument Number 354143 in the Office of the Recorder of Lake County, Indiana and the point designated "560" on said Exhibit "B"; thence South 01 degrees 01 minutes 15 seconds East 112.15 feet along the East line of said 1934 special right of way grant to the North line of said burial ground reservation as described in Parcel 3 of Instrument Number 2015-040807 and the point designated "559" on said Exhibit "B"; thence North 89 degrees 58 minutes 50 seconds West 35.01 feet along the North line of said reservation to the West line of said Quarter-Quarter Section; thence North 01 degrees 01 minutes 15 seconds West 156.35 feet along said West line to the Point of Beginning and containing 0.166 acres, more or less, inclusive of the presently existing right of way

containing 0.043 acres, more or less, for a net additional taking of 0.123 acres, more or less.

Parcel #45-13-05-103-002.000-018 (1175 S Lake Park Ave.)

The South 210 feet of the North 942.9 feet of the West 270 feet of the NW 1/4 of the NW 1/4 Section 5, Township 35 North, Range 7 West of the 2nd P.M.

Excepting therefrom a parcel of land described as follows: Beginning at a point 834.05 feet South of the Northwest corner of section 5 and 35 feet East measured at right angles from the West of said Section 5; thence East at right angles to the East line of State Road #51, a distance of 150 feet; thence South at right angles 100 feet; thence West at right angles 150 feet to the East line State Road #51; thence North along the East line of said Highway 100 feet to the Place of Beginning, all in the City of Hobart, Lake County, Indiana. Containing 0.957 acres, more or less.

Parcel #45-13-05-103-034.000-018 (1185 S Lake Park Ave.):

A part of the Northwest Quarter of the Northwest Quarter of Section 5, Township 35 North, Range 7 West of the 2nd Principal Meridian, in the City of Hobart, described as follows: Beginning at a point on the East line of State Road No. 51, said point being 834.05 feet South of the Northwest corner of said Section 5 and 35 feet East measured at right angles from the West line of said Section 5; thence East at right angles to the East line of State Road No. 51 a distance of 150 feet; thence South at right angles 100 feet; thence West at right angles 150 feet to the East line of State Road No. 51; thence North along the East line of said Highway 100 feet to the Point of Beginning, containing 0.34 acres, more or less. Except: a part of the Northwest Quarter of the Northwest Quarter of Section 5, Township 35 North, Range 7 West, City of Hobart, Hobart Township, Lake County, Indiana and being that part of the grantor's land lying within the Right-of-Way lines depicted on the Right-of-Way Parcel Plat marked Exhibit 'B' attached to Instrument Number 2021-049317, described as follows: Commencing at the Northwest corner of said Quarter-Quarter Section, designated as Point "500004" on said Exhibit 'B'; thence South 01 degrees 01 minutes 15 seconds East 942.97 feet along the West line of said Quarter-Quarter Section to the South line of the South 210 feet of the North 942.90 feet of said Quarter-Quarter Section as described in Instrument #2015-042166 and the Point of Beginning of this description; thence North 01 degrees 01 minutes 15 seconds West 8.92 feet along said West line to the prolonged South line of a 150-foot by 100-foot exception described in Instrument #2015-042166; thence North 88 degrees 58 minutes 45 seconds East 75.00 feet along the prolonged South line and the South line of said exception to the line between the Point designated "564" and the Point designated "561" on said Exhibit 'B'; thence South 01 degrees 01 minutes 15 seconds East 10.55 feet along said line to the South line of said South 210 feet of the North 942.90 feet of said Quarter-Quarter Section; thence North 89 degrees 46 minutes 15 seconds West 75.02 feet along said South line to the Point of Beginning and containing 0.017 acres, more or less, inclusive of the presently existing Right-of-Way containing 0.002 acres, more or less, for a net additional taking of 0.015 acres, more or less. EXCEPT: a part of the Northwest Quarter of the Northwest Quarter of Section 5, Township 35 North, Range 7 West, City of Hobart, Hobart Township, Lake County, Indiana and being that part of the granters land lying within the Right-of-Way lines depicted on the Right-of-Way Parcel Plat marked Exhibit 'B', attached to Instrument Number 2021-0496317, described as follows; Commencing at the Northwest corner of said

Quarter-Quarter Section, designated as Point "500004" on said Exhibit 'B'; thence South 01 degrees 01 minutes 15 seconds East 834.05 feet (distance quoted from Instrument #2015042167) along the West line of said Quarter-Quarter Section to the prolonged North line of the grantor's land and the Point of Beginning of this description; thence North 88 degrees 58 minutes 45 seconds East 35.00 feet to the Northwest corner of the grantor's land and the Point designated "506" on said Exhibit 'B'; thence South 01 degrees 01 minutes 15 seconds East 98.75 feet along the West line of the grantor land to the Point designated "565" on said Exhibit 'B'; thence North 88 degrees 58 minutes 45 seconds East 40.00 feet to the Point designated "564" on said Exhibit 'B'; thence South 01 degrees 01 minutes 15 seconds East 1.25 feet to the South line of the grantor's land; thence South 88 degrees 58 minutes 45 seconds West 75.00 feet along said South line and the prolonged South line of the grantor's land to the West line of said Quarter-Quarter Section; thence North 01 degrees 01 minutes 15 seconds West 100.00 feet along said West line to the Point of Beginning and containing 0.081 acres, more or less, inclusive of the presently existing Right-of-Way containing 0.080 acres, more or less, for a net additional taking of 0.001 acres, more or less.

Section 2. Platting and Subdivision Restrictions. The Developer shall be entitled at any time and from time to time, to plat, replat or vacate existing plattage of all or any part of the real estate subjected to this Declaration, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion, or portions of, or additions to the Subdivision.

Section 3. Additional Real Estate. Developer may, but shall have no obligation to, add at any time or from time to time to the scheme of this Declaration additional real estate, provided only that (a) any portion of the real estate from time to time added to the scheme of this Declaration shall be contiguous to property then subject to the scheme of this Declaration, (b) any portion of such real estate shall, at the time of addition to the scheme of this Declaration, be platted as residential lots, (c) said plat of added real estate shall dedicate, or commit to dedicate, the Common Areas of said plat of real estate, and (d) upon addition of the real estate to the scheme of this Declaration, the owners of the property therein shall be and become subject to this Declaration, and shall have all privileges and obligations set forth in this Declaration, including assessment by the Association for their *pro rata* share of Association expenses. The addition at any time or from time to time of all or any portion or portions of the real estate to the scheme of this Declaration shall be made and evidenced by filing in the Office of the Recorder of Lake County, Indiana, a supplementary Declaration with respect to that portion of real estate to be added. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or of any Owner and/or Mortgagee of land in the Subdivision.

Section 4. Retractable Real Estate. At the sole election of the Developer, all of the real estate specifically described in Section 1 of this Article and subject to this Declaration may be withdrawn from submission hereunder at one time, or portions thereof at different times; provided, however that no real estate may be withdrawn which has been developed. All Owners, mortgagees and the Association are hereby deemed to consent to the vacation, and

waive all right to remonstrate thereto, of any portion of the plat of the Subdivision not developed in which the Developer has withdrawn from this Declaration.

Section 5. Easements. There are platted on the plat of the Subdivision certain easements which shall be and are hereby reserved for the installation, construction, maintenance, repair or replacement of any and all public utilities and drainage and their poles, ducts, wires, pipelines, lines, conduit, sewers, manholes or other related utility or drainage facility. No permanent structure shall be erected or allowed to be maintained on any easement. No Owner shall grant an easement, license or permit others to use any Lot, or portion thereof, in the Subdivision for access to any property or real estate not located within the Subdivision.

ARTICLE III – PROPERTY RIGHTS

Section 1. Title to Common Areas. Developer may retain the legal title to the Common Areas so long as it owns at least one Lot in the Subdivision. On or before conveyance by Developer of the last Lot which Developer owns in the Subdivision, Developer shall convey the Common Areas to the Association subject to taxes for the year of conveyance and to restrictions, conditions, limitations, reservations and easements of record; subject, however, to a reservation hereby perpetually reserved to the Developer, its successors and assigns, of the non-exclusive right to use and enjoy the common utility easements, easements of drainage, and ingress and egress easements for the benefit of real estate owned and to be owned by the Developer located on real estate which is contiguous to the Subdivision.

Section 2. Owners' Easements of Enjoyment. Every Owner of a Lot shall have a non-exclusive common right and easement of enjoyment and ingress and egress in and to the Common Areas and shall pass with the title to each Lot, subject to the following:

- (a) The right of the Association to take such steps as reasonably necessary to protect the above-described properties against foreclosures;
- (b) All provisions of this Declaration, any plat of all or any part or parts of the property, and the Articles and By-Laws of the Association;
- (c) Rules and Regulations governing the use and enjoyment of the Common Areas adopted by the Association;
- (d) Restrictions contained on any and all plats of all or any part of the Common Areas or filed separately with respect to all or any part or parts of the property; and
- (e) Easements for installation and maintenance of utilities and drainage facilities as shown on the recorded plat of the Subdivision. Within these easements, no structure, planting other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, impede, or change the direction of flow of drainage facilities in the easements. The easement areas shown on each Lot and all improvements thereon shall be continuously maintained by the Owner of such Lot, except for improvements for maintenance of which a public authority or

utility company is responsible. No dwelling unit or other structure of any kind shall be built or erected or maintained on any such easement, reservation or right-of-way, and such easements, reservations and rights-of-way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Developer, its successors and assigns of the right to use and enjoy the same non-exclusive easements, for the benefit of additional real estate owned or later acquired by Developer located or real estate contiguous to the Subdivision.

Section 3. Right of Entry. The Developer and the Association, through their duly authorized employees and contractors, shall have the right, after reasonable notice to the Owner thereof, to enter any Lot or tract of real estate at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 4. Developer's Sales Activities. Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Lots shall continue, it shall be expressly permissible for Developer, home builders, and their contractors to maintain and carry on upon any Lot owned by the Developer and any portions of the Common Areas such facilities and activities as, in the sole opinion of Developer, may be reasonably required, convenient, or incidental to the construction or sale of such residences, including, but not limited to, business offices, signs, model units, and sales offices, and the Developer shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owned by the Developer and the Common Areas facilities, if any, which may be owned by the Association, as models and sales offices. This Section may not be amended without the express written consent of the Association; provided, however, the rights contained in this Section 4 shall terminate upon the earlier of (a) twenty-five (25) years from the date this Declaration is recorded or (b) upon the Developer's recording a written statement that all sales activity has ceased.

Section 5. No Partition. There shall be no judicial partition of the Common Areas, nor shall Developer, or any Owner or any other person acquiring any interest in the Subdivision, or any part thereof, seek judicial partition thereof of the Common Areas. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in co tenancy.

ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Purpose of the Association. The primary purpose of the Association shall be to insure high standards of maintenance and operation of all property and real estate in the Subdivision, including that property reserved by the Developer for the detention and management of storm water easements, to insure the provision of services and facilities of common benefit, and in general to maintain and promote the desired character of the Subdivision. In addition, the Association shall consider its primary purpose to manage and

support financially all real estate owned by the Association, if any, as well as the storm drainage detention easements located within the Subdivision.

Section 2. Creation of the Association. As soon as is practicable following the recordation of this Declaration, Developer shall cause the Association to be incorporated as an Indiana Not For-Profit Corporation. Prior to the appointment of the Board of Directors by the Developer, responsibility for the control of the Association shall remain the exclusive responsibility and obligation of the Developer or its designated agents and employees.

Section 3. Membership. Every Owner, including the Developer, at all times so long as the Owner owns all or any part of the property subject to this Declaration, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 4. Classes and Voting. The Association shall have such classes of membership, which classes shall have such voting rights, as are set forth in the Articles of Incorporation.

Section 5. Board of Directors. The Association shall have a board of three (3) Directors who shall constitute the Board of Directors.

- (a) The Directors and Officers of the Association shall not be liable to any Owner for any mistake of judgment or any acts or omissions made in good faith by such Director or Officer. The Owners shall indemnify and hold harmless each of the Directors or Officers against all liability arising out of contracts made by such Directors or Officers on behalf of the Owners and Members of the Association, unless any such contracts shall have been made in bad faith or contrary to the provisions of this Declaration.
- (b) The Board shall have the authority to and shall obtain comprehensive public liability insurance, as it shall deem desirable, and other liability insurance or insurances as it may deem appropriate in the circumstances. The premiums for such insurance shall be an expense to be paid by the Association.

Section 6. Powers and Duties of the Association. The Board of Directors of the Association shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law in this Declaration:

- (a) To own, maintain and otherwise manage the storm drainage detention basins located within the Subdivision and vacant and unimproved property, if any, and to do any and all other things necessary or desirable in the sole judgment of the Officers or Directors of the Association.
- (b) To care for and maintain the landscaping, plantings and any signs located within the Subdivision in a good and neat appearance.
- (c) To make such improvements to the facilities under its control within the

Subdivision, and to provide such other facilities and services as may be authorized from time to time by the affirmative vote of a simple majority of the Members of the Association acting in accordance with its constitution and Bylaws provided, however, that any such actions so authorized shall always be for the express purpose of keeping the Subdivision a highly desirable residential community.

- (d) Until such time as the Board of Directors is duly elected, all the powers and duties enumerated above shall be exercised exclusively by the Board of Directors, as appointed by the Developer. The Developer, at Developer's discretion may appoint Owners to serve on the Board of Directors at such time as it deems appropriate. The first elected Board shall be elected not later than one year after 100% of those Lots which have been subjected to this Declaration have been sold and title has been conveyed from the Developer to an Owner. All Owners of record who have been subjected to this Declaration shall be eligible to vote for said Board. All Directors of the first elected and all subsequent Boards of Directors of the Association, shall be nominated and elected pursuant to the Bylaws of the Association. The initial board of directors as appointed by the developer or elected by the homeowners shall consist of three (3) owners and shall be elected for a term of three (3) years, except that for the initial election, one (1) director shall be elected for three (3) years, one (1) director shall be elected for two (2) years, and one (1) director shall be elected for one (1) year. Each year thereafter, the board member shall be elected for three (3) year terms to fill the anticipated vacancies. A chairperson of the Association shall be selected by the board members and shall preside at its meetings and shall be responsible for transmitting any and all communications to the association members. In the conduct of its' duties and responsibilities, the Association shall abide by the notice and quorum requirements applicable to the Association.

ARTICLE V - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessment. The Developer, for each Lot owned by it within the Subdivision, hereby covenants and each Owner of any Lot (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the rate of ten (10%) per cent per annum, and costs of collection thereof (including reasonable attorneys' fees), shall be a charge on the real estate and shall be a continuing lien upon the Lot or Lots against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the

Common Areas or by abandonment, or otherwise.

Section 2. Purpose of Assessment. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Subdivision, including but not limited to the following:

- (a) Improvement, maintenance, repair, and if Board determines, watering of the Common Areas, entry-way landscaping identified by the developer, decorative signage and street lighting in the public rights-of-way;
- (b) Water, sewer, garbage, electrical lighting, telephone, gas and other necessary utility services for the Common Areas and street lighting;
- (c) Maintenance and repair of all storm drains, drainage easements, storm water detention or retention easements, sanitary sewers, parks, private roads, and easements shown on the plat or plats of the Subdivision recorded in the Office of the Recorder of Lake County, Indiana.
- (d) Protection, permitting and regulation of all preserved areas, nature areas, wetlands or recreational or park areas within the Subdivision.
- (e) Fire insurance covering the full insurable replacement value of any improvements located on the Common Areas with extended coverage;
- (f) Liability insurance insuring the Association and the Board, as well as each Director in their individual capacity, against any and all liability to the public, to any Owner, or to the licensees, invitees, or tenants of any Owner arising out of the occupation and/or use of the Common Areas. The policy limits shall be set by the Association and shall be reviewed at least annually and increased or decreased in the discretion of the Association;
- (g) Worker's compensation insurance to the extent necessary to comply with the Indiana law, and any other insurance deemed necessary by the Board;
- (h) Acquisition of furnishings and equipment for the Common Areas as may be determined by the Association, including without limitation, all equipment, furnishings, and personnel necessary or proper for use of the Common Areas.
- (i) Any other materials, supplies, equipment, labor, management, supervision, services, personnel, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration, or by law, or which shall be necessary or proper in the opinion of the Board for the operation of the Common Areas, for the benefit of the Owners, or for the enforcement of these restrictions.
- (j) Fees for professional services including administrative costs that the Board of Directors believes necessary to fulfill the responsibilities of the Association.

Section 3. Annual Assessments. The Board shall fix the assessments, which shall be in

amounts determined in accordance with the projected financial needs of the Association as to which the decision of the Board shall be dispositive. By the vote of two-thirds (2/3) of the members of the Board, the maximum amounts of the assessments may be increased or decreased from the amount hereinabove set forth.

Section 4. Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for each dwelling in the Subdivision without adjustment for size of Lots, number of residents or use or nonuse of the Common Areas.

Section 5. Special Assessments for Capital Improvements and Major Repairs. In addition to the annual assessment, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, re-construction, unexpected repair or replacement of a capital improvement as approved by the Board, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the approval of two-third (2/3) of the Members who are attending in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance, and shall set forth the purpose of the meeting.

Section 6. Date of Commencement of Annual Assessments: Due Date. The assessments for which provision is herein made shall commence on the first day of the month, or as fixed by the Board to be the date of commencement. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The due date of any assessment shall be fixed in the resolution authorizing such assessment and any such assessment shall be payable annually, in advance, unless such other periods are determined by the Board. The board of directors of the association shall fix the amount of the annual charge by the first day of March of each year, and written notice of the charge so fixed shall be sent to each member.

Section 7. Duties of the Board of Directors. The Board shall fix the date of commencement, and the amount of the assessment against each Lot for each assessment, at least twenty-five (25) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by the Owners. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof. The Association shall, on demand, and for a reasonable charge, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment: The Lien. Personal Obligation. Remedies of Association. If any assessment is not paid on the date when due, such assessment shall then

become delinquent and shall, together with interest thereon, and the cost of collection thereof, become a continuing lien on the Lot or Lots against which such assessment is made that shall bind such Lot in the hands of the Owner, and the Owner's heirs, devisees, personal representatives and assigns, and shall also be continuing personal obligation of the Owner against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date the assessment shall bear a late payment fee of Twenty-Five Dollars (\$25.00) and incur interest from the date of delinquency at the rate of ten (10%) percent per annum, and the Association may, at any time thereafter, bring an action to foreclose the lien against the Lot or Lots in like manner as a foreclosure of a mortgage on real property and/or a suit on the personal obligation against the Owner, and there shall be added to the amount of such assessment the cost of any such action (including a reasonable attorneys' fee), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the Court, together with the costs of the action.

Section 9. Subordination to Lien of Mortgages. The lien of the assessment for which provision is herein made shall be subordinate to the lien of any first mortgage to a bank, life insurance company, Federal or State savings and loan association, or real estate investment trust provided such mortgage is a purchase money mortgage. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. No such sale or transfer or proceeding in lieu of foreclosure shall relieve any Lot or Lots from liability for any assessments thereafter becoming due, or from the lien of any subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

ARTICLE VI - EXTERIOR MAINTENANCE ASSESSMENT

Section 1. Exterior Maintenance. The following maintenance standards shall be the minimum requirements for any home. In addition to maintenance upon the Common Areas, the Association may provide upon any Lot requiring same, when necessary in the opinion of the Board to preserve the beauty, quality and value of the neighborhood, maintenance, including paint, repair, roof repair and replacement, gutters, down-spouts, exterior building surfaces, and yard clean-up and/or maintenance; provided, however, that ten (10) days written notice must first be given to the Owner of any such Lot or Lots of the need of such clean-up and/or maintenance.

The Association may enter into a master contract on behalf of the association members, to provide for services for snow removal, lawn care and such other services as determined by the Board of Directors. The cost of such maintenance shall be included as a common expense of the Association to be paid by the owners as part of their normal assessments. These charges shall be assessed against the lot or lots upon which such maintenance is performed, or, in the opinion of the Board, against the lot or lots benefiting from same.

Section 2. Assessment of Cost. The cost of any aforementioned master contract maintenance, if approved, shall be assessed against the Lot or Lots upon which such maintenance is performed, or, in the opinion of the Board, against the Lot or Lots benefiting from same. The assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the Lot or Lots and the personal obligation of the Owner and shall become due and payable in all respects, together with interest, reasonable attorney's fees, and cost of collection, as provided for the other assessments of the Association and shall be subordinate to mortgage liens as provided for herein.

Section 3. Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or Lots or the exterior of any improvements thereon at reasonable hours any day except Sunday.

ARTICLE VII - ARCHITECTURAL CONTROL COMMITTEE

Section 1. Power of Committee. There is hereby created an Architectural Control Committee ("Committee") for the purpose of architectural and engineering control to secure and maintain an attractive, harmonious residential community. The Developer shall represent the Committee as its sole member and grant all approvals and variances provided for herein until Developer conveys the last Lot which Developer owns in the Subdivision, except that Developer may elect to delegate and assign such duties and responsibilities to the Committee prior to that time. After delegation or assignment by the Developer, the Committee shall be composed of no less than three (3) individuals appointed by the Board to serve at the Board's pleasure. Two-thirds (2/3rds) of the Committee shall also be Members of the Association, with no greater than one (1) member of a household serving on the Committee. A majority of members of the Committee shall constitute the decision of the Committee.

(a) In General. No dwelling, house, building, structure or improvement of any type or kind shall be constructed or placed on any Lot in the Subdivision without the prior approval or permit from the City of Hobart, which shall be obtained only after written application has been made to the Committee by the Owner of the Lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. In addition, such plans and specifications shall show the proposed landscaping, together with any other material or information which the Committee may require. All plans and drawings required to be submitted to the Committee shall be drawn to a scale of 1" – 10', or to such other scale as the Committee may require. There shall also be

submitted, where applicable, the permits or reports required elsewhere in these Restrictions.

Existing and finished grades shall be shown at the lot corners and at the corners of any proposed improvements, and shall show the relation of finished grades and elevations to neighboring lots or properties. Lot drainage provisions shall be indicated, as well as cut and fill details, if any substantial change in the lot contour is contemplated. The exterior elevations for any improvements must be built with finished floor elevations in conformity with the requirements of the County of Lake, Indiana and of the Developer.

(b) Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

- (i) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these restrictions;
- (ii) The design, color scheme or construction materials of a proposed improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures; or
- (iii) The proposed improvement, or any part thereof, would in the opinion of the Committee be contrary to the interests, welfare or rights of all or any part of the other Owners.

(c) Power to Grant Variances. The Committee may allow reasonable variances or adjustments of these Restrictions where literal application would result in unnecessary hardship, but any such variance or adjustment shall be documented in written form and granted in conformity with the general intent and purposes of these Restrictions, and no variance or adjustment shall be granted which is materially detrimental or injurious to other Lots in the Subdivision. In no case shall a variance or adjustment by the Committee supersede variance requirements and review processes from City of Hobart Municipal Code or building/construction standards from appropriate city boards or commissions.

Section 2. Duties of Committee. The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. Should the Committee fail to act within the specified time, the requirements of this Article shall have been automatically waived and the Owner's plans shall be deemed to have complied with all requirements hereof. One copy of all submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for the disapproval.

Section 3. Liability of Committee. Neither the Committee nor any agent thereof, nor the Developer, nor the Association, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done

according thereto.

Section 4. Inspection. The Committee may inspect work being performed with its permission to assure compliance with these Restrictions and applicable municipal inspections and regulations.

ARTICLE VIII - USE RESTRICTIONS

Section 1. Residential Use. The real estate subject to these covenants and restrictions may be used for single family residential units and for no other purpose. There shall be no more one (1) single family dwelling on any one (1) Lot. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No building or other improvements shall be erected upon any Lot without prior approval of the Committee as elsewhere herein provided. No accessory building shall be erected prior to erection of the principal dwelling or house.

- (a) Subdivision of a Lot. No lot shall be divided, subdivided or reduced in size.
- (b) Consolidation of Two or More Lots. Consolidation of two or more lots shall not be allowed.
- (c) Business Uses and Home Occupations. Garage sales, moving sales, auctions, rummage sales, or similar activity is expressly prohibited. An Owner or occupant residing in a Lot may conduct other business activities within the Lot with the express written consent of the Board, so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (ii) the business activity conforms to all zoning ordinances; (iii) the business activity does not involve door-to-door or telephonic solicitation of residents of the Subdivision; (iv) the business activity does not, in the Board's reasonable judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in the Subdivision which is noticeably greater than that which is typical of Lots in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision, as may be determined in the Board's sole discretion. This subsection shall not apply to any activity conducted by Developer or a Builder approved by Developer with respect to its development and sale of any home or Lot or its use of any Lots which it owns within the Subdivision.

Section 2. No Temporary Building. No tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot or in the Common Areas.

Section 3. Antennae, Windmills and Satellite Dishes. No exterior windmills, aerial, antennae or satellite dish antennae in excess of 20 inches in diameter shall be placed or erected upon any Lot or the Common Areas or affixed in any manner to the exterior of any building in the Subdivision:

Section 4. Boats and Motor Vehicles. No boats, trailers, recreational vehicles, commercial vehicles exceeding $\frac{3}{4}$ ton, campers or other motor vehicles, except four-wheel personal private passenger automobiles, shall be placed, parked or stored upon any Lot or in the Common Areas, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a fully enclosed building and totally isolated from public view. The list of prohibited vehicles shall include but is not limited to commercial trucks exceeding $\frac{3}{4}$ ton, over-the-road trucker trailer cabs and trailers, mobile homes, trailers, camper trailer, snowmobiles, motorcycles, boats or other watercraft and their trailers. For purposes of this section, a commercial vehicle shall include, but is not limited to, any and all automobiles, station wagons and utility vehicles exceeding $\frac{3}{4}$ ton, which shall bear signs or have printed on the side of same a reference to any commercial undertaking or enterprise. For purposes of this Section, the aforementioned parking limitations do not apply to usual and customary private automobiles, station wagons, passenger mini-vans, and similar vehicles all currently registered and licensed for daily use.

Section 5. Trees and Yard Grass. Each Lot must have installed by the Owner at least two (2) trees with a trunk diameter of at least two (2) inches, and five (5) bushes or shrubs growing upon it in the front yard, in compliance with Hobart Municipal Code 154.427, within ninety (90) days from the time that the dwelling structure is completed. No tree or shrub, the trunk of which exceeds four (4) inches in diameter shall be cut down or otherwise destroyed without the prior express written consent of the Committee. All front, side-yards, and rear of Lots must be sodded, seeded, or hydro-seeded by Owner within thirty (30) days from the time that the dwelling structure is completed.

Section 6. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Committee.

Section 7. Automobile Storage Areas. All homes erected upon a Lot shall have a garage attached to and architecturally consistent with the home. No automobile garage shall be permanently enclosed or converted to other use without the substitution of another enclosed automobile storage area upon the Lot. No carports shall be permitted unless approved by the Committee and all garages shall be at least adequate to house two (2) standard size automobiles. All garages must have doors that are to be maintained in useable condition.

Section 8. Street Parking Prohibited. Except within the parking spaces in the Owner's garage (with the door closed) and for visitors and providers of services temporarily parking in a driveway or on the street, no unlicensed automobiles shall be parked longer than forty-eight (48) hours within any seven (7) day period on any street or Lot in the Development.

Section 9. Use of Yard. No clotheslines, yard ornaments, playground equipment, basketball goals or standards, fountains, flag poles, tennis courts, gazebos, or other similar uses of yards which may prove detrimental to the value of the adjoining Lots shall be permitted, except as approved by the Committee. Storage sheds shall be allowed to be constructed on lots only upon written approval of the Committee. Storage sheds siding and trim shall be painted to match the home on the lot and shall be constructed in accordance with all City of Hobart building department requirements. Location of the shed shall be determined by the Committee. Any construction, erection, placement, or modification of any thing, permanently or temporarily, on the outside portions of the Lot, whether such portion is improved or unimproved, shall be made except in strict compliance with the provisions of this Declaration.

Section 10. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the Development, except that no more than a total of two (2) animals (dogs, cats, or other larger household pets) may be kept in residences subject to rules and regulations adopted by the Association through its Board of Directors, provided that such pets are not kept, bred, or maintained for any commercial purpose. The Board shall have the absolute power to prohibit a pet from being kept on any Lot in the Subdivision, including inside residences constructed thereon. Pets should be confined to your yard or on a lead or leash. Excessive barking by any Owner's dog shall be considered a nuisance requiring abatement.

Section 11. Rubbish. Trash and Garbage. No rubbish, trash, garbage or other waste materials shall be kept or permitted on any Lot or on the Common Areas, except in sanitary containers located in appropriate areas concealed from public view.

Section 12. Fences. Hedges and Walls. Except for fences erected by the Developer and privacy fences erected by an Owner surrounding an in-ground pool, no fence, wall or other dividing instrumentality of any height shall be constructed or maintained on any Lot without a City of Hobart building permit in compliance with Municipal Code 154.006 (G)(5)(a) and as approved by the Developer or subsequently formed Committee. Fencing, if permitted, shall not exceed six (6) feet in height and must consist of black gloss finish, extruded aluminum material, with fence design approved by the Developer or Committee. All fences permitted over drainage easements and must have a ground clearance of two (2) inches minimum to allow for the flow of water.

Section 13. Trash Receptacles. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be so placed and kept as not to be visible from any street or Lot within the Subdivision at any time, except at the time when refuse collections are being made. The City of Hobart shall designate a trash collection day and a trash collection to be used as a public service. The Association may enter into a master contract for trash collection with a refuse disposal service with the costs thereof to be included as a Common Expense of the Association to be paid by Owners as part of their normal assessments. Additionally, should the Association enter into a separate master contract for trash collection, the Association may designate a standard trash container as acceptable by any private disposal company, all at the expense of

each Lot Owner, if applicable.

Section 14. Nuisances. Nothing shall be done or maintained on any Lot or on the Common Areas which may be or become a nuisance to the neighborhood as defined in Chapter 96 of the Hobart Municipal Code. No outside toilets shall be permitted on any Lot in the Development (except during a period of construction and then only with the consent of the Developer or Board), and no sanitary waste or other wastes shall be permitted to enter the storm drainage system.

Section 15. Signs. No sign of any kind shall be displayed to public view on any Lot or any Common Areas, except for the following:

- (a) In compliance with City of Hobart Municipal Code, SIGNS, beginning in Section 154.375.
- (b) Owners shall not install signs on public right of ways or obstruct the view of public right of ways.

The size, time, place, manner, and design of all signs shall be subject to approval by the Committee.

Section 16. Common Areas. Nothing shall be altered in, constructed on or removed from, any of the Common Areas except upon the written consent of the Association.

Each owner shall have the right to use the Common Areas in conjunction with all other owners, as may be required for the purpose of ingress and egress to, and use, occupancy and enjoyment of, the respective land owned by each owner. Such rights shall extend to the owners, tenants, guests, and other occupants and visitors.

Section 17. Miscellaneous. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot or any Common Areas, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any Owner shall fail or refuse to keep Owner's Lot free of weeds, underbrush or refuse piles, or other unsightly growths or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner as provided for herein, and such entry shall not be deemed a trespass. No burning of garbage shall be allowed by any Owner.

Section 18. Size Requirements. The minimum square footage of living space dwellings constructed on Lots in the Subdivision, exclusive of walk-outs, basements, porches, terraces, garages, carports, accessory buildings, or portions thereof, or similar facilities not designed for regular and continuous habitation, shall be One Thousand Two Hundred Fifty (1,250) square feet of total finished living space. Basements shall be permitted to be built for a home within a lot.

Section 19. Residential Setback Requirements. No dwelling, house or other above-grade structure designed to be used in connection with such house shall be constructed or placed

on any Lot in the Subdivision except as provided herein.

- (a) Front, side and rear yard setbacks. All dwellings or houses and above-grade structures designed to be used in connection therewith shall be constructed or placed on Lots in the Subdivision so as to comply with the front yard, side yard and rear yard setback lines as established in the plat or plats of the various portions of the Subdivision.
- (b) Side Yards. The side yard setback lines shall not be less than six (6) feet.
- (c) The Front and Rear Yards. The front and rear yard setback lines shall not be less than twenty-five (25) feet.

Section 20. Yard Lights. No exterior lighting fixtures shall be installed by an Owner that may become an annoyance or a nuisance to Owners or occupants of adjacent properties.

Section 21. Standard Mail Box. The Developer shall adopt and designate a standard mailbox, newspaper receptacle, and post for all Lots in the Subdivision and may designate a standard location for such mailbox. Each Owner of a Lot in the Subdivision shall cause such standard mailbox and post to be installed and maintained, at such Owner's expense. No mailbox, other than those fixtures approved by the Developer or the Board in the Developer's absence, shall be installed on the exterior of any Lot. All repairs and replacements by Owner to such standard mailboxes and posts shall be consistent in color, quality and appearance with the original mailbox and post unless the advance written approval of the Board is obtained.

Section 22. Exterior Construction. All structures shall be specified on the design plans submitted to the Committee for approval and shall be required to meet the following minimum standards for exterior materials in the construction:

- (a) Roofing materials shall be made of premium asphalt shingles, wood shakes, slate or simulated slate, standing seam metal, tile, or similar premium roofing material. The minimum roof pitch on each dwelling and garage shall be 4/12.
- (b) Siding materials shall be made of premium vinyl, or natural wood products such as cedar, redwood, cypress (or equivalent), natural stone, Hardiplank or other similar premium siding materials.
- (c) All exterior chimneys on the front elevation of the structure facing any street must be of brick, stone, or other similar type material; in no case shall small exterior chimneys be sided with metal or artificial stone.
- (d) All driveways shall have a dust-free surface of Portland cement concrete, brick, cobblestone or other similar type material. No asphalt concrete driveways shall be permitted, unless approved by the Committee.
- (e) No structure shall have metal prefabricated flues or solar panels that extend above the highest roof line.
- (f) All lots within the Subdivision shall have sidewalks installed by the builder within (30) days of occupancy, weather permitting. The owner shall thereafter be responsible for the

maintenance of its sidewalk and driveway. All walks shall be concrete construction, adjacent to and parallel with the front lot line, and run from property line to property line. The sidewalks shall be five feet (5') wide and a minimum of four inches (4") with non-reinforced concrete. Asphalt driveways or sidewalks are not permitted. In all respects, the sidewalks shall meet the requirements of the Developer.

(g) There is a 25% masonry requirement for the front of each home. Paver bricks, stone, or other aesthetically pleasing uses of masonry may be permitted at the discretion of the developer.

(h) Exterior construction material shall be approved by the Architectural Control Committee.

Section 23. Swimming Pools. Above-ground swimming pools are prohibited in this community. All in-ground pools shall be approved by the Committee. Any in-ground pool shall be continuously fenced, surrounding said pool with a non-climbable fence at least five feet (5) high or protected with a State of Indiana approved pool cover. Swimming pools should be designed with adequate buffers to minimize impact all adjacent Lots and must be located within setbacks as established by the Committee. When fencing around a swimming pool is required, the area fenced shall be no larger than necessary to adequately define the pool area.

Section 24. Certain Motorized Vehicles Prohibited. No go-carts, snowmobiles or similar motor-driven vehicles shall be operated within the Subdivision.

Section 25. Septic and Wells. No on-site wastewater treatment system (a "septic system") shall be constructed or utilized on any Lot. No well shall be drilled on any Lot without express written consent of the Board.

Section 26. Owner's Obligation to Maintain Lot. The Owner of a Lot in the Subdivision shall at all times maintain the Lot, real estate and improvements in such a manner as to prevent the Lot and improvements from becoming unsightly, and specifically such Lot Owner shall (a) mow and otherwise tend to the landscaping on the Lot as such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds; (b) cut down and remove dead trees; (c) remove all debris and rubbish and prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Lot or Subdivision; maintain the Owner's sidewalks and driveway; and (d) keep the exterior of the improvements in such a state of repair or maintenance as to avoid the improvements from becoming unsightly.

Section 27. Heating Plants. Every dwelling or house in the Subdivision must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation.

Section 28. Diligence in Construction. Every dwelling, house or other structure whose construction or placement on any Lot in the Subdivision is begun shall be completed within twelve (12) months after the beginning of such construction or placement. In addition, the

front, side and rear lawn of each lot shall be seeded, sodded, or hydro seeded by Owner within ninety (90) days after completion of construction of a dwelling or house. No improvement which has partially or totally been destroyed by fire, windstorm or other casualty shall be allowed to remain in such state for more than three (3) months from time of such destruction or damage.

Section 29. Time in Which to Build Structures. An Owner of a Lot within the Subdivision must commence construction of the dwelling or house within the time period as determined by the Developer. If construction does not begin or if a dwelling or house is not completed upon a Lot within the prescribed time, the Developer shall have the option to repurchase such Lot for a price, in cash, equal to the Owner's cost basis in the Lot, without paying the cost of improvements up to the time of repurchase. This option shall expire if Developer has not notified the Owner of Developer's intent to exercise the option prior to the time of commencement of the construction.

Section 30. Prohibition of Used Structures. All structures constructed or placed on any Lot in the Subdivision shall be constructed with substantially all new material, and no used structures shall be relocated or placed on any such Lot.

Section 31. Necessary Exceptions for Development. Developer, or the transferees of Developer, shall undertake the work of developing all Lots included within the Subdivision. The completion of that work and the sale, rent, or other disposition of the dwellings is essential to the establishment and welfare of the Subdivision as an on-going residential community. In order that such work may be completed and the Subdivision established as a fully-occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent the Developer, Developer's transferees, or the employees, contractors or sub-contractors of Developer, or of Developer's transferees, from doing whatever they may determine to be reasonably necessary or advisable for the completion of the work and the establishment of the Subdivision as a residential community, and the disposition of Lots by sale, lease or otherwise. Owner, upon commencement of construction of any residence, dwelling unit or other structure, which is not prohibited by this Declaration shall pursue the performance of any construction diligently and continuously until completion of the structure involved. As used in this Section, the words, "its transferees" specifically exclude purchasers of an individual Lot or Lots improved with completed residences or intended for construction at a later date by someone other than the Developer.

Section 32. Prohibition of use of Firearms. The use of firearms within the Subdivision, including the property and Commons Areas, is strictly prohibited per City of Hobart Municipal Code 130.06.

Section 33. Prohibition on Renting. Owners must reside in any residence constructed on any Lot owned in the Subdivision. Renting dwellings as short-term vacation rentals, month-to-month rentals, or traditional long-term rentals is prohibited. Owners may petition the Board for temporary relief from the restrictions in this section if they can show substantial hardship, but the Board may not approve any exception to this restriction beyond six (6)

months in any two-year period.

ARTICLE IX - TRANSFER OF UNIMPROVED LOTS

Section 1. Developer's Right of First Refusal. So long as Developer owns at least one (1) Lot in the Subdivision, no Lot and no interest therein, upon which a single family residence has not been constructed shall be sold or transferred unless and until the Owner of such Lot shall have first offered to sell such Lot or Lots to Developer and Developer has waived, in writing, the right to purchase said Lot.

Section 2. Notice to Developer. Any Owner or Owners intending to make a bona fide sale of a Lot or any interest therein shall give to Developer notice of such intention, together with a fully executed copy of the proposed contract of sale (the "Proposed Contract"). Within thirty (30) days of receipt of such notice and information, Developer shall either exercise, or waive exercise of, the right of first refusal. If Developer elects to exercise the right of first refusal, Developer shall, within thirty (30) days after receipt of such notice and information, deliver to the Owner an agreement to purchase the Lot upon the following terms:

- (a) The price to be paid, and the terms of payment shall be that stated in the Proposed Contract or other terms agreed to by the Owner;
- (b) The sale shall be closed within thirty (30) days after the delivery or making of the Developer's agreement to purchase.

Section 3. Certificate of Waiver. If Developer shall elect to waive the right of first refusal, or shall fail to exercise said right within thirty (30) days of receipt of the Proposed Contract, Developer's waiver shall be evidenced by a certificate executed by Developer in recordable form which shall be delivered to the Owner or the Proposed Contract purchaser.

Section 4. Unauthorized Transactions. Any sale of a Lot, or any interest therein, upon which a single-family residence has not been constructed, without notice to Developer and waiver of Developer's right of first refusal as aforesaid, shall be void.

Section 5. Exceptions. This Article shall not apply to a transfer to or sale by any bank, life insurance company, Federal or State savings and loan association, or real estate investment trust which acquires its title as a result of owning a purchase money mortgage upon the Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successors in title or through foreclosure proceedings; nor shall this Article apply to a sale by any such institution which so acquires title. Neither shall this Article require the waiver by Developer as to any transfer of title to a Lot at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

ARTICLE X - GENERAL PROVISIONS

Section 1. Duration and Remedies for Violation. The covenants and restrictions of this Declaration shall run with and bind the real estate submitted pursuant to Article II hereof,

and shall inure to the benefit of and be enforceable by the Developer, the Association or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of fifteen (15) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless amended as provided for elsewhere in this Declaration. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer, Association, or Owner (or any two or more of them in concert or individually) in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Developer and/or the Association in seeking such enforcement; however, attorney fees specifically shall not be allowed to an Owner enforcing these restrictions, unless granted by a Court and based upon an independent finding of entitlement to such damages.

Section 2. Owner's Obligation to Maintain and Repair. Each Owner shall, at Owner's sole cost and expense, maintain and repair Owner's residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction.

Section 3. Compliance with Soil Erosion Control Plan.

- (a) The Developer has established and implemented an erosion control plan pursuant to the requirements and conditions of Rule 5 of 327 IAC 15 relating to Storm Water Run-off Associated with Construction Activity. Each Owner shall undertake all erosion control measures contained therein as the plan applies to "land disturbing activity" initiated by Owner or Owner's builders, contractors and their subcontractors and to comply with the Developer's general permit under Rule 5 as well as all other applicable state, county or local erosion control authorities. All erosion control measures shall be performed by personnel trained in erosion control practices and shall meet the design criteria, standards, and specifications for erosion control measures established by the Indiana Department of Environmental Management in guidance documents similar to, or as effective as, those outlined in the Indiana Handbook for Erosion Control in Developing Areas from the Division of Soil Conservation, Indiana Department of Natural Resources.
- (b) Owners shall indemnify and hold Developer harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which may arise out of or are connected with, or are claimed to arise out of or connected with, any work done by Owner, Owner's employees, agents, or subcontractors which is not in compliance with the erosion control plan implemented by the Developer.

Section 4. Notices. Any notices required to be sent to any Member or Owner under the provision of this Declaration shall be deemed to have been properly sent when e-mailed or mailed (postage paid) to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 5. Severability. Invalidation of any one or more of these covenants and restrictions by judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

Section 6. Amendment. This Declaration may be amended, modified or terminated at any time by Developer with the execution and recordation of an instrument executed by Developer, so long as Developer is the Owner of any Lot or any property affected by this Declaration. Thereafter, Owners holding not less than two-thirds (2/3) of the voting interests of the membership may amend, modify or terminate this Declaration with approval from the City of Hobart Plan Commission, as presented under PC 19-11A.

Section 7. Usage. Whenever used the singular shall include the plural and singular, and the use of any gender shall include all genders.

Section 8. Effective Date. This Declaration shall become effective upon its recordation in the Office of the Recorder of Lake County, Indiana.

Section 9. Remedies for Breach of Covenants, Restrictions and Regulations.

- (a) Abatement and Enjoyment: The violation of any rule, restriction, condition or regulation adopted by the Board, or the breach or default of any covenant, bylaw or provision contained herein, shall give the Board the right:
 - (i) To enter upon the property of a home (but not into any home located thereon) upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Declarant, or their successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass;
 - (ii) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; and
 - (iii) To pursue all rights and remedies as set forth in the Master Declaration. The Board shall be entitled to recover from a defaulting Owner, other than the Declarant, reasonable attorney fees and costs incurred in pursuing any of the remedies set forth in this Section.
- (b) Rights of Action: The Board and/or any aggrieved Owner shall have the right to

pursue an action against another Owner or Owners who fail to comply with the provisions of the Declaration and/or the rules and regulations adopted by the Board. In addition, Owners shall have a right of action against the Association for the enforcement of the Declaration and/or rules or regulations adopted by the Board.

Section 10. Waiver of Damages. Neither the Declarant, nor their partners, representatives or designees, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to this Declaration, or in the declarant's (or their partners' or their respective representatives' or designees') capacity as developer, contractor, Owner, manager or seller of the Property, whether or not such claim (a) shall be asserted by any Owner, occupant or the Board or by any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise from contract or negligence. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Subdivision, or any part thereof, being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Owner, occupant, the Board, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to function, or disrepair of, any utility services (heat, air conditioning, electricity, gas water, sewage, and the like); provided, however, the terms of any written warranty of the Declarant (or their partners or their respective representatives or designees) given in connection with the sale by the Declarant of any land shall prevail over the terms and conditions of this paragraph.

Section 11. Tree and Landscaping Disclaimer: Nothing contained in this Declaration, the lot sale or transfer documents, the Declarations of Covenants, Easements and Restrictions for the Subdivision, or any other document shall be construed as a guarantee of the survival of any landscape material and/or trees. The Developer shall not be obligated to remove and/or replace any dead landscape material or trees.

Section 12. Indemnity to Board and Committee Members: The members of the Board of Directors and Committee, and the officers thereof, shall not be liable to the Owners for any mistake of judgement or any acts or omissions made in good faith as such members or officers. The Association shall indemnify and hold harmless each such member or officer against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Association or Committees, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration, or in violation of any resolution adopted by the Owners or Board of Directors. Such members or officers shall have no personal liability with respect to any contract made by them on behalf of the Association. Each agreement made by such members or officers on behalf of the Association or Committees shall be executed by such members or officers on behalf of the Association or Committee, as agents.

ALL PERSONS INCLUDING ALL OWNERS, ARE HEREBY ADVISED THAT NO REPRESENTATIONS OR WARRANTIES, EITHER WRITTEN OR ORAL, HAVE BEEN

OR ARE MADE BY THE DEVELOPER OR ANY OTHER PERSON WITH REGARD TO ANY WORK PERFORMED BY ANY PARTICIPATING BUILDER. NEITHER THE DEVELOPER NOR THE ASSOCIATION SHALL BE HELD LIABLE FOR ANY LOSS RESULTING FROM THE CONSTRUCTION, CONDUCT, OR ANY OTHER ACT OF A PARTICIPATING BUILDER.

PC 25-35

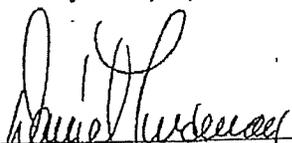
Findings of Fact

Reason and concept of why we propose to amend the zoning map and justification:

1. **The Comprehensive Plan:** The Future Land Use in Hobart's 2040 Comprehensive Plan (Figure 11: Future Land Use) identifies Mixed Neighborhood Residential use for the subject parcels. The proposed development meets the primary land use strategy of low- to medium-density residential neighborhoods characterized in the comprehensive plan.
2. **Current conditions and the character of current structures and uses in each District:** The use and zoning of the proposed development is compatible and complementary with the current conditions and uses of the surrounding areas. Joan Martin Elementary School is located northeast of the property, and the remaining surrounding areas are a mixture of low-density residential (R1) to the east, medium-density residential (R2) to the north and south, and higher-density multifamily residential (R3 / PUD Residential) to the west.
3. **The most desirable use for which the land in each district is adapted:** The proposed development creates a natural transition between the Institutional (School) use, the higher-density / multi-family uses, and the lower-density single family residential uses.
4. **The conservation of property values throughout the jurisdiction:** The proposed development and use are consistent and compatible with the adjacent properties. The proposed single-family offering allows for modern amenities with individual design aesthetic while maintaining an efficient building design at an attainable price point.
5. **Responsible development and growth:** The plan includes cooperation with the City Engineering department to plan for future growth and ensure safe access to the new development as well as consideration to the existing elementary school along a busy City corridor.

The rezone should be granted because:

- (a) The petition is not "spot zoning" which will confer a special benefit to the petitioner on a small tract of land with no commensurate benefit to the community.
- (b) The comprehensive plan will not be disrupted or destroyed because the proposed development meets the primary land use strategy of low- to medium-density residential neighborhoods characterized in the comprehensive plan.
- (c) The land involved is suitable for the proposed land change because public utilities and infrastructure are available to the property and adequate for the proposed use demand.
- (d) The topography is suitable for the proposed land use without adverse effect upon the surrounding land because the land is relatively flat and does not possess any significant features that will impact the surrounding land. The development plan will include storm water management features in compliance with the City's Stormwater Management Ordinance.
- (e) The property values of adjacent property would not be decreased because the proposed development and use are consistent and compatible with the adjacent properties. The \$25M - \$30M investment into new residences with modern amenities will increase the values of adjacent properties.



 Signature of Petitioner / Agent

12/11/25

 Date

Findings of Fact

In the following space please provide the reason and concept of why you propose to amend the zoning map and provide justification. Consider the following in your response;

- (1) the comprehensive plan;
- (2) current conditions and the character of current structures and uses in each district;
- (3) the most desirable use for which the land in each district is adapted;
- (4) the conservation of property values throughout the jurisdiction; and
- (5) responsible development and growth.

The rezone ~~should~~ should not be granted because; (Must meet all the following requirements.)

(a) the petition is not "spot zoning" which will confer a special benefit to the petitioner on a small tract of land with no commensurate benefit to the community.

(b) the comprehensive plan will not be disrupted or destroyed because:

(c) the land involved is suitable for the proposed land change because:

(d) the topography is suitable for the proposed land use without adverse effect upon the surrounding land because:

(e) the property value of adjacent property would not be decreased because:

Signature of Petitioner/Agent _____ Date _____

Decision:

After public hearing and review by the Hobart Advisory Plan Commission for the recommendation to rezone, the Plan Commission now finds that the Petition to Rezone Does or Does Not comply with the standards in the zoning ordinance.

All of which this 4th day of DECEMBER, 2025 by a majority vote of the Hobart Advisory

Plan Commission.

Maria Geller
Plan Commission President

Attest:

Maria Geller

Plan Commission Secretary/Zoning Official

PLAN COMMISSION PETITION NO.: 25-35
DATE OF PLAN COMMISSION ACTION: December 4, 2025
DEADLINE FOR CITY COUNCIL ACTION: February 17, 2026

CERTIFICATION:

ACTION TAKEN BY PLAN COMMISSION:

Recommendation to the Common Council to Approve the change of zone requested
(Favorable recommendation)

CONDITIONS: Petitioner work with staff to ensure the covenants are amended to match the PUD and during the subdivision process the right of way is reduced to 50' and adding 10' to the rear yards along Lake Park Avenue

VOTE: 8-0

I certify that the foregoing information accurately represents the action taken on this matter by the City of Hobart Plan Commission.



Felix Perry, Building Official
City of Hobart

**CERTIFICATION AND REPORT TO
COMMON COUNCIL OF THE CITY OF HOBART ON
ZONE MAP CHANGE**

CERTIFICATION TO: Common Council of the City of Hobart

FROM: Felix Perry, Building Official

RE: Change to be made on the zone map.

DATE: December 15 2025

PETITIONER: Luke Land II, LLC/Daniel Tursman
3592 N. Hobart Road
Hobart, IN 46342

REQUEST: Rezone established B-1 (Neighborhood Business District) & R-1 (Single-Family Residential District) to PUD (Planned Unit Development)

PROPOSED USE: Proposed single-family residential development

GENERAL LOCATION: Located SE of 10th Street & Lake Park Avenue

LEGAL DESCRIPTION: Parcel #45-13-05-101-001.000-018 (1075 S. Lake Park Ave.):

Part of the Northwest 1 / 4 of the Northwest 1 / 4 of Section 5, Township 35 North, Range 7 West of the 2nd Principal Meridian, in the City of Hobart, County of Lake and State of Indiana, more particularly described as follows, to-wit: Beginning at the Northwest corner of said Northwest 1 / 4; thence South 34 Rods; thence East 20 rods; thence North 34 rods; thence West 20 rods to the Place of Beginning. Except the right of way for Indiana Highway 51 as set out in Document Recorded June 9, 1976 as Instrument Number 76-354144, of the St. Joseph County (Lake County) records.

Parcel #45-13-05-102-001.000-018 (1085 S. Lake Park Ave.):

Part of the Northwest 1/4 of the Northwest 1/4 of Section 5, Township 35 North, Range 7 West of the 2nd Principal Meridian in the City of Hobart, County of Lake and State of Indiana, more particularly described as follows; to-wit: Beginning on the West line 54 rods South of said Northwest corner; thence North to the North line extended West of 11th Avenue, as set out on the Plat of Fairview Manor First Addition to Hobart, Recorded in Plat Book 31, Page 27; thence East along said North line and North line extended 336.5 feet; thence North parallel with the west line of said Northwest 1/4 108.85 feet, more or less, to the South line of the North 34 rods; and, thence West to the Place of Beginning. Except the Right of Way for Indiana Highway 51 as set out in Document Recorded June 9, 1976 as Instrument Number 76-354143, of the St. Joseph County (Lake County) records.

Parcel #45-13-05-103-001.000-018 (1155 S Lake Park Ave.)

That part of the Northwest Quarter of the Northwest Quarter of Section 5, Township 35 North, Range 7 West of the Second Principal Meridian, being that 7.44 acre parcel surveyed by Kenneth Gembala, Indiana Professional Surveyor Number S0568 and shown on a Plat of Survey certified November 11, 2020 and revised on March 12, 2021 as Abonmarche Consultants, Inc. Job Number 20-1647, being more particularly described as Commencing at the Northwest corner of said Northwest Quarter; thence South 00 degrees 48 minutes 34 seconds East along the West line of said Northwest Quarter, 732.9 feet to the intersection of said West line with the Westerly extension of the South line of 11th Avenue as shown on the plat of Fairview Manor First Addition as shown in Plat Book 31, Page 27 in the Office of the Recorder of Lake County, Indiana (basis of bearings is Indiana West State Plane

Coordinates); thence continuing South 00 degrees 48 minutes 34 seconds East along said West line of the Northwest Quarter, 210.0 feet to the Southwest corner of the land described in Warranty Deed recorded as Document 34043 in said recorder's office and the Point of Beginning; thence South 00 degrees 48 minutes 34 seconds East along said West line of the Northwest Quarter, 156.40 feet to the Northwest corner of the land described in a Deed recorded in Deed Record "I", Page 424 in said recorder's office; thence along the North and East lines of said parcel of land the following two courses: 1) South 89 degrees 45 minutes 56 seconds East, 78.00 feet, 2) South 00 degrees 48 minutes 34 seconds East, 147.08 feet to the North line of the land described in Quit-Claim Deed recorded as Document Number 2015-075978, parcel "A" and parcel "B" thence South 89 degrees 45 minutes 37 seconds East along said North line and along the North line of the land described in the following two parcels: 1) Quit-Claim Deed Document Number 2016-026660, 2) Warranty Deed Document Number 2019-036531 and along the North lines of Lot One and Lot Two of Palatic Subdivision, Plat Book 73, Page 1, all recorded in said recorder's office, 688.88 feet to the West line of said Fairview Manor First Addition Recorded in Plat Book 31, Page 27 in said recorder's office; thence North 00 degrees 56 minutes 24 seconds West along said West line, 510.60 feet to the said South line of 11th Street; thence North 89 degrees 32 minutes 36 seconds West along said South line, 495.77 feet to the Northwest corner of said land described in Document Number 340433; thence South 00 degrees 48 minutes 34 seconds East along the East line of said land described in Document Number 340433 to the Southeast corner of said parcel of land; thence North 89 degrees 32 minutes 36 seconds West along the South line of said parcel of land, 270.0 feet to the Point of Beginning, all in the city of Hobart, Lake County, Indiana.

Excepting therefrom, a part of the Northwest Quarter of the Northwest Quarter of Section 5, Township 35 North, Range 7 West, City of Hobart, Hobart Township, Lake County, Indiana, and being that part of the grantor's land lying within the Right-of-Way lines depicted on the Right-of-Way Parcel Plat marked Exhibit "B" attached to Instrument Number 2021-63824, described as follows: Commencing at the Northwest corner of said Quarter-Quarter Section designated as point "50004" on said Exhibit "B"; thence South 01 degrees 01 minutes 15 seconds East 942.97 feet along the West line of said Quarter Quarter Section to the Southwest corner of a 210 foot by 270 foot exception described in Parcel 3 of Instrument 2015-040807 and the Point of Beginning of this description; thence South 89 degrees 46 minutes 15 seconds East 75.02 feet along the South line of said exception to the line between the point designated "564" and the point designated as "561" on said Exhibit "B"; thence South 01 degrees 01 minutes 15 seconds East 43.20 feet to the point designated "561" on said Exhibit "B"; thence South 88 degrees 58 minutes 45 seconds West 40.00 feet to the East line of a special right of way grant dated 1934 and recorded in Instrument Number 354143 in the Office of the Recorder of Lake County, Indiana and the point designated "560" on said Exhibit "B"; thence South 01 degrees 01 minutes 15 seconds East 112.15 feet along the East line of said 1934 special right of way grant to the North line of said burial ground reservation as described in Parcel 3 of Instrument Number 2015-040807 and the point designated "559" on said Exhibit "B"; thence North 89 degrees 58 minutes 50 seconds West 35.01 feet along the North line of said reservation to the West line of said Quarter Quarter Section; thence North 01 degrees 01 minutes 15 seconds West 156.35 feet along said West line to the Point of Beginning and containing 0.166 acres, more or less, inclusive of the presently existing right of way containing 0.043 acres, more or less, for a net additional taking of 0.123 acres, more or less.

Parcel #45-13-05-103-002.000-018 (1175 S Lake Park Ave.)

The South 210 feet of the North 942.9 feet of the West 270 feet of the NW 1/4 of the NW 1/4 Section 5, Township 35 North, Range 7 West of the 2nd P.M.

Excepting therefrom a parcel of land described as follows: Beginning at a point 834.05 feet South of the Northwest corner of section 5 and 35 feet East measured at right angles from the West of said Section 5; thence East at right angles to the East line of State Road #51, a distance of 150 feet; thence South at right angles 100 feet; thence West at right angles 150 feet to the East line State Road #51; thence North along the East line of said Highway 100 feet to the Place of Beginning, all in the City of Hobart, Lake County, Indiana. Containing 0.957 acres, more or less.

Parcel #45-13-05-103-034.000-018 (1185 S Lake Park Ave.):

A part of the Northwest Quarter of the Northwest Quarter of Section 5, Township 35 North, Range 7 West of the 2nd Principal Meridian, in the City of Hobart, described as follows: Beginning at a point on the East line of State Road No. 51, said point being 834.05 feet South of the Northwest corner of said Section 5 and 35 feet East measured at right angles from the West line of said Section 5; thence East at right angles to the East line of State Road No. 51 a distance of 150 feet; thence South at right angles 100 feet; thence West at right angles 150 feet to the East line of State Road No. 51; thence North along the East line of said Highway 100 feet to the Point of Beginning, containing 0.34 acres, more or less.

Except: a part of the Northwest Quarter of the Northwest Quarter of Section 5, Township 35 North, Range 7 West, City of Hobart, Hobart Township, Lake County, Indiana and being that part of the grantor's land lying within the Right-of-Way lines depicted on the Right-of-Way Parcel Plat marked Exhibit 'B' attached to Instrument Number 2021-049317, described as follows: Commencing at the Northwest corner of said Quarter-Quarter Section, designated as Point "500004" on said Exhibit 'B'; thence South 01 degrees 01 minutes 15 seconds East 942.97 feet along the West line of said Quarter-Quarter Section to the South line of the South 210 feet of the North 942.90 feet of said Quarter-Quarter Section as described in Instrument #2015-042166 and the Point of Beginning of this description; thence North 01 degrees 01 minutes 15 seconds West 8.92 feet along said West line to the prolonged South line of a 150-foot by 100-foot exception described in Instrument #2015-042166; thence North 88 degrees 58 minutes 45 seconds East 75.00 feet along the prolonged South line and the South line of said exception to the line between the Point designated "564" and the Point designated "561" on said Exhibit 'B'; thence South 01 degrees 01 minutes 15 seconds East 10.55 feet along said line to the South line of said South 210 feet of the North 942.90 feet of said Quarter-Quarter Section; thence North 89 degrees 46 minutes 15 seconds West 75.02 feet along said South line to the Point of Beginning and containing 0.017 acres, more or less, inclusive of the presently existing Right-of-Way containing 0.002 acres, more or less, for a net additional taking of 0.015 acres, more or less. EXCEPT: a part of the Northwest Quarter of the Northwest Quarter of Section 5, Township 35 North, Range 7 West, City of Hobart, Hobart Township, Lake County, Indiana and being that part of the grantor's land lying within the Right-of-Way lines depicted on the Right-of-Way Parcel Plat marked Exhibit 'B', attached to Instrument Number 2021-0496317, described as follows; Commencing at the Northwest corner of said Quarter-Quarter Section, designated as Point "500004" on said Exhibit 'B'; thence South 01 degrees 01 minutes 15 seconds East 834.05 feet (distance quoted from Instrument #2015042167) along the West line of said Quarter-Quarter Section to the prolonged North line of the grantor's land and the Point of Beginning of this description; thence North 88 degrees 58 minutes 45 seconds East 35.00 feet to the Northwest corner of the grantor's land and the Point designated "506" on said Exhibit 'B'; thence South 01 degrees 01 minutes 15 seconds East 98.75 feet along the West line of the grantor land to the Point designated "565" on said Exhibit 'B'; thence North 88 degrees 58 minutes 45 seconds East 40.00 feet to the Point designated "564" on said Exhibit 'B'; thence South 01 degrees 01 minutes 15 seconds East 1.25 feet to the South line of the grantor's land; thence South 88 degrees 58 minutes 45 seconds West 75.00 feet along said South line and the prolonged South line of the grantor's land to the West line of said Quarter-Quarter Section; thence North 01 degrees 01 minutes 15 seconds West 100.00 feet along said West line to the Point of Beginning and containing 0.081 acres, more or less, inclusive of the presently existing Right-of-Way containing 0.080 acres, more or less, for a net additional taking of 0.001 acres, more or less.

SECTION 2. The City Council now finds that the above zone change will not be injurious to the public health, safety, morals and general welfare of the community and the use or value of the area adjacent to the property included in this Ordinance will not be affected in a substantially adverse manner and the need for the change in zoning herein arises from a condition peculiar to the property involved and the condition is not due to the general condition of the neighborhood. The Council further finds that the strict application of the terms of the zoning ordinance will constitute an unusual and unnecessary hardship if applied to the property herein if this rezoning were not granted and this rezoning does not interfere substantially with the comprehensive plan.

General Notes

SAPPERS GARDENS

- SINGLE FAMILY LOTS (43) EA
- Shed or Basement
- 60' W x 120' L Lots
- 25' Front & Rear Yard Setbacks
- 6' Side Yard Setbacks
- 11th PLACE EXTENSION (5) EA
- Lots 5-9 of existing 11th PLACE EXTENSION Subdivision

OUTLOTS (3) EA

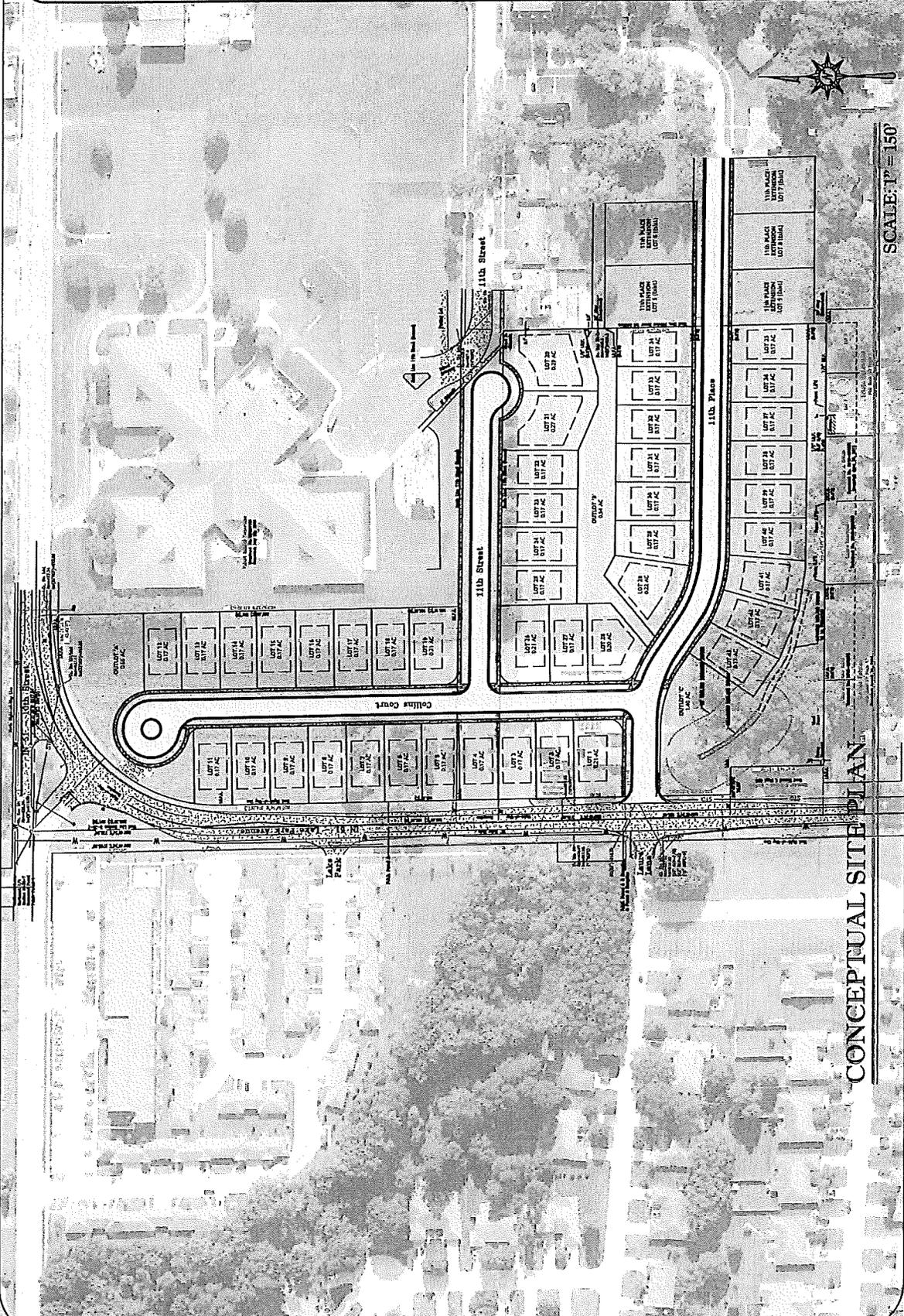
- 2.59 AC Total
- Common Open Space / Detention

No.	Revision/Issue	Date



Project Name and Address
 CONCEPTUAL SITE PLAN
 Lake Park Ave. & 11th St.
 Hobart, IN

Project No.
 12/02/2025
 Date
 As Noted
 Scale
 SP



CONCEPTUAL SITE PLAN

SCALE: 1" = 150'

CITY OF HOBART COMMON COUNCIL

RESOLUTION NO. 2026-01

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF HOBART, INDIANA, DECLARING AND CONFIRMING AN AREA WITHIN THE CITY OF HOBART, INDIANA, AS AN ECONOMIC REVITALIZATION AREA

WHEREAS, the City of Hobart, Indiana (the “City”) recognizes the need to stimulate growth and maintain a sound economy within the City; and

WHEREAS, the Common Council of the City (the “Common Council”) further recognizes that it is in the best interest of the City to provide incentives to stimulate investment within the City; and

WHEREAS, Indiana Code § 6-1.1-12.1-1, *et seq.* (the “Act”) authorizes the designation of an Economic Revitalization Area (as defined in the Act) and certain deductions from assessed value resulting from redevelopment or rehabilitation of real estate and installation of personal property within the Economic Revitalization Area; and

WHEREAS, on December 3, 2025, the Common Council adopted a declaratory resolution (the “Declaratory Resolution”) that designated the area depicted on Exhibit A hereto, including the parcels listed on Schedule I thereto (collectively, the “Area”) as an Economic Revitalization Area under the Act and allowed for real and personal property tax deductions, all pursuant to the Act; and

WHEREAS, in compliance with Indiana Code § 6-1.1-12.1-2.5, the Common Council published notice (the “Notice”) describing the adoption and substance of the Declaratory Resolution and stating that, on the date hereof, the Common Council would hold a public hearing (the “Public Hearing”) at which it will receive and hear all remonstrances and objections from interested persons, with respect to the Declaratory Resolution; and

WHEREAS, in compliance with Indiana Code § 6-1.1-12.1-2.5, the Common Council filed, with each taxing unit that has authority to levy property taxes in the Area, a copy of the Notice; and

WHEREAS, in compliance with Indiana Code § 6-1.1-12.1-2.5, on the date hereof, the Common Council held the Public Hearing at which it received, heard and considered evidence concerning the Declaratory Resolution and any remonstrances or objections with respect to the Declaratory Resolution; and

WHEREAS, pursuant to Indiana Code § 6-1.1-12.1-2.5, the Common Council desires to take final action confirming the Declaratory Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Hobart, Indiana, as follows:

Section 1. The Area is found to be an area within the City's jurisdiction and meets the statutory criteria of an Economic Revitalization Area as set forth in the Act. The Common Council hereby determines that the Area is declared an Economic Revitalization Area under the provisions of the Act.

Section 2. The Common Council hereby determines that real and personal property deductions may be approved in the Area pursuant to the Act. Such deductions are only allowed upon the Common Council specifically approving the deductions based upon the submission of a statement of benefits and completion of the process set forth in the Act.

Section 3. The Common Council hereby confirms the Declaratory Resolution and the actions set forth in this Resolution are final, except for the limited rights of appeal provided under IC 6-1.1-12.1-2.5.

Section 4. This Resolution shall be in full force and effect from and after its adoption by the Common Council and approval by the Mayor.

PASSED AND ADOPTED on this 7th day of January, 2026, by the Common Council of the City of Hobart, Indiana.

Josh Huddlestun, Presiding Officer

ATTEST:

Deborah A. Longer, Clerk-Treasurer

PRESENTED by me, the Clerk-Treasurer of the City of Hobart, Indiana, to the Mayor for his approval this _____ day of January, 2026, at _____ a.m./p.m.

Deborah A. Longer, Clerk-Treasurer

APPROVED, SIGNED AND RETURNED by me to the Common Council of the City of Hobart, Indiana, this _____ day of January, 2026.

Josh Huddlestun, Mayor

ATTEST:

Deborah A. Longer, Clerk-Treasurer

Schedule I

Parcel List

Parcel Identification Number
45-12-12-400-001.000-046
45-12-13-226-001.000-046
45-13-07-300-001.000-046
45-13-07-300-013.000-046
45-12-12-200-008.000-046
45-13-07-300-004.000-046
45-12-12-100-002.000-046
45-12-12-301-001.000-046
45-12-12-100-001.000-046
45-12-12-326-001.000-046
45-12-12-200-003.000-046
45-13-07-300-014.000-046
45-12-12-100-003.000-046
45-12-12-200-005.000-046
45-12-12-200-002.000-046
45-12-12-200-007.000-046

CITY OF HOBART COMMON COUNCIL

RESOLUTION NO. 2026-02

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF HOBART, INDIANA,
APPROVING REAL PROPERTY TAX ABATEMENT WITH RESPECT TO
INVESTMENTS MADE BY AMAZON DATA SERVICES, INC.**

WHEREAS, Amazon Data Services, Inc. (the “Company”) has proposed developing and constructing, or causing to be developed and constructed, certain real property improvements or facilities to be used as a data center (the “Project”) located in the City of Hobart, Indiana (the “City”); and

WHEREAS, the Project is located in an Economic Revitalization Area designated by the Common Council of the City (the “Common Council”) pursuant to resolutions adopted by the Common Council on December 3, 2025 and January 7, 2026; and

WHEREAS, the Company has advised the Common Council that the Project will involve significant investment in real property improvements (the “Redevelopment”); and

WHEREAS, the Company submitted to the Common Council a form *SB-1/Real Property Statement of Benefits* in connection with the Project, and provided all information and documentation necessary for the Common Council to make an informed decision (collectively, the “Statement”); and

WHEREAS, the Common Council has considered the following factors under Indiana Code § 6-1.1-12.1-17 in connection with the Project:

1. The total amount of the Company’s investment in real and personal property as part of the Project;
2. The number of new full-time equivalent jobs to be created by the Project;
3. The average wage of the new employees for the Project compared to the state minimum wage; and
4. The infrastructure requirements for the taxpayer’s investment in the Project;

(collectively, the “Deduction Schedule Factors”); and

WHEREAS, there has been presented to the Common Council for its consideration a form of Tax Abatement Agreement – Hobart Tech Park, between the Company and the City, acting through the Mayor of the City (the “Mayor”) and the Common Council, with respect to the Project (the “Tax Abatement Agreement”); and

WHEREAS, the Common Council has determined that supporting the Company’s efforts in developing and operating the Project are in the best interests of the citizens of the City; and

WHEREAS, the Common Council now desires to induce the Company to make such investment in the City and approve the Tax Abatement Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Hobart, Indiana, as follows:

1. Based on the information in the Statement describing the Project and the Deduction Schedule Factors, the Common Council hereby makes the following findings:

- (a) The estimate of the value of the Redevelopment is reasonable for redevelopment of that type.
- (b) The estimate of the number of individuals who will be employed or whose employment will be retained can be reasonably expected to result from the Redevelopment.
- (c) The estimate of the annual salaries of those individuals who will be employed or whose employment will be retained can be reasonably expected to result from the Redevelopment.
- (d) The other benefits about which information was requested are benefits that can be reasonably expected to result from the Redevelopment.
- (e) The totality of benefits from the proposed Redevelopment is sufficient to justify a ten-year real property tax deduction schedule as specified herein, pursuant to the Act.

2. That the Deduction Schedule Factors in connection with the Project justify granting the deduction schedule for real property under Ind. Code § 6-1.1-12.1-17 as specified herein.

NOW, THEREFORE, based on the foregoing, the Common Council further **RESOLVES, FINDS AND DETERMINES:**

- 1. That the Statement submitted by the Company is hereby approved.
- 2. That the Company is entitled to real property tax deductions under Ind. Code § 6-1.1-12.1-4 for the proposed Redevelopment as part of the Project, for a period of ten years and in accordance with the following abatement schedule under Ind. Code § 6-1.1-12.1-17:

YEAR	ABATEMENT PERCENTAGE
1	100%
2	100%
3	100%
4	100%
5	100%
6	100%
7	100%

8	100%
9	100%
10	100%

3. The Common Council hereby approves the Tax Abatement Agreement substantially in the form presented on the date hereof and authorizes and directs the President of the Common Council and the Mayor to execute the Tax Abatement Agreement, with such changes and modifications as such persons deem necessary or appropriate, under advice of legal counsel, to effectuate this Resolution. The approval of the Tax Abatement Agreement shall be conclusively evidenced by the execution thereof.

4. Notwithstanding anything contained herein to the contrary, the granting of the tax deductions described herein is conditioned on and subject to the terms set forth in the Tax Abatement Agreement.

5. This Resolution shall be in full force and effect from and after its adoption by the Common Council and approval by the Mayor.

PASSED AND ADOPTED on this 7th day of January, 2026, by the Common Council of the City of Hobart, Indiana.

Josh Huddlestun, Presiding Officer

ATTEST:

Deborah A. Longer, Clerk-Treasurer

PRESENTED by me, the Clerk-Treasurer of the City of Hobart, Indiana, to the Mayor for his approval this _____ day of January, 2026, at _____ a.m./p.m.

Deborah A. Longer, Clerk-Treasurer

APPROVED, SIGNED AND RETURNED by me to the Common Council of the City of Hobart, Indiana, this _____ day of January, 2026.

Josh Huddlestun, Mayor

ATTEST:

Deborah A. Longer, Clerk-Treasurer

APPLICATION FOR TAX ABATEMENT - COMMON COUNCIL

Form CCAP revised 7/21/16

PETITIONER'S NAME: Amazon Data Services, Inc. PHONE: 206-266-6950

ADDRESS: 410 Terry Ave North FAX:

CITY, STATE, ZIP CODE: Seattle, WA 98109

COMMON LOCATION OF PROPERTY: Hobart Technology Park
(Also attach 1. Legal description and 2. Project description for real property improvements proposed.)

IF ABATEMENT ON EQUIPMENT IS SOUGHT, ATTACH A LIST WITH DESCRIPTION, COST, AND DATE OF INSTALLATION FOR ALL EQUIPMENT.

ARE ANY PROPOSED BUILDINGS MANUFACTURED OFF SITE? No WHERE?

NUMBER OF UNITS: TBD

PROPOSED STARTING DATE FOR BUILDING CONSTRUCTION: 2026
(Must be within 12 months of approval date of confirmatory resolution)

PROPOSED COMPLETION DATE OF FIRST BUILDING UNIT: 2028

WHAT HOBART BUSINESSES WILL BE INVOLVED IN THE PROJECT? TBD

*NUMBER OF JOBS THE PROJECT WILL RETAIN AND THE PROJECTED PAYROLL FOR THE RETAINED JOBS:

(Show construction jobs separate from business jobs. Show as current & retained on SB-1)

CONSTRUCTION #: N/A \$

BUSINESS #: N/A \$

*NUMBER OF JOBS THE PROJECT WILL CREATE AND THE PROJECTED PAYROLL FOR THE JOBS CREATED:
(These jobs do not currently exist and are to be listed on SB-1 as additional)

BUSINESS #: Per SB-1 Attachment \$ Per SB-1 Attachment

WINDOW OF OPPORTUNITY PERIOD REQUESTED: 40 years from the execution of these agreements

TAX ABATEMENT PERIOD OF DEDUCTION REQUESTED: 10 Year - Real Property, 35 Year Enterprise IT Exemption*

ARE YOU SEEKING A LOCAL ECONOMIC INCENTIVE IN ANOTHER INDIANA COMMUNITY? Yes

If so, explain what incentive, value, term and status of approval: Similar Terms and value as this project.

All are at different stages of approval.

I affirm that the information contained in this application is true to the best of my knowledge. I agree to update this information if changes occur. I understand that the intent is to encourage the use of Hobart businesses and residents in the project. I agree to adhere to the City's requirements for annual written reports (CF-1 Form) on the project. I agree to adhere to all City code requirements. I agree to adhere to the policies and regulations associated with the City's tax abatement program. I have paid the required application fee and public and posted notice fees.

SIGNED BY: Roger Wilmer DATE: 12/29/2025
SIGNATURE OF PETITIONER: 7862A661USDE4C3...

*Construction jobs and the wages paid during the construction of the project may be counted as retained jobs in addition to existing Hobart jobs and salaries retained by the business. Created jobs and salaries are those applicable to the business that are new and not relocated from another non-Hobart location. Relocated jobs are to be listed as retained jobs.

*Enterprise IT Exemption is not a tax abatement, include for transparency.



**STATEMENT OF BENEFITS
REAL ESTATE IMPROVEMENTS**

State Form 51767 (R8 / 5-25)

Prescribed by the Department of Local Government Finance

20__ PAY 20__
FORM SB-1 / Real Property
PRIVACY NOTICE Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-1.1.

This statement is being completed for real property that qualifies under the following Indiana Code (*check one box*):

- Redevelopment or rehabilitation of real estate improvements (IC 6-1.1-12.1-4)
- Residentially distressed area (IC 6-1.1-12.1-4.1)
- New agricultural improvement (IC 6-1.1-12.1-4)

INSTRUCTIONS:

- This statement must be submitted to the body designating the Economic Revitalization Area **PRIOR** to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise, this statement must be submitted to the designating body **BEFORE** the initiation of the redevelopment or rehabilitation of real property or a new agricultural improvement for which the person wishes to claim a deduction.
- To obtain a deduction, a Form 322/RE must be filed with the county auditor before May 10 in the year in which the addition to assessed valuation is made or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. A property owner who failed to file a deduction application within the prescribed deadline may file an application between January 1 and May 10 of a subsequent year.
- A property owner who files for the deduction must provide the county auditor and designating body with a Form CF-1/Real Property. The Form CF-1/Real Property should be attached to the Form 322/RE when the deduction is first claimed and then updated annually for each year the deduction is applicable. IC 6-1.1-12.1-5.1(b)
- For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed.

SECTION 1 TAXPAYER INFORMATION

Name of Taxpayer Amazon Data Services, Inc.		
Address of Taxpayer (number and street, city, state, and ZIP code) P.O. Box 81226, Seattle, WA 98108		
Name of Contact Person Scott Eckhardt	Telephone Number (206) 266-6950	Email Address eckhscot@amazon.com

SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT

Name of Designating Body Hobart City Council		Resolution Number
Location of Property City of Hobart	County Lake	DLGF Taxing District Number
Description of Real Property Improvements, Redevelopment, or Rehabilitation (use additional sheets, if necessary) *See attached description, incorporated herein by reference.		Estimated Start Date (month, day, year) * Estimated Completion Date (month, day, year) *

SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES FROM PROPOSED PROJECT

Current Number	Salaries	Number Retained	Salaries	Number Additional	Salaries
0	N/A	0	N/A	*	*

SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT

	REAL ESTATE IMPROVEMENTS	
	COST	ASSESSED VALUE
Current Values	0	0
(+) Plus Estimated Values of Proposed Project	*	*
(-) Less Values of Any Property Being Replaced	0	0
Net Estimated Values Upon Completion of Project	*	*

SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

Estimated Solid Waste Converted (pounds) _____	Estimated Hazardous Waste Converted (pounds) _____
Other Benefits:	

SECTION 6 TAXPAYER CERTIFICATION

I hereby certify that the representations in this schedule are true.

Signature of Authorized Representative <i>Roger Wehner</i>	Date Signed (month, day, year) 12/29/2025
Printed Name of Authorized Representative Roger Wehner	Title Authorized Signatory

FOR USE OF THE DESIGNATING BODY

We find that the applicant meets the general standards in the resolution adopted or to be adopted by this body. Said resolution, passed or to be passed under IC 6-1.1-12.1, provides for the following limitations:

A. The designated area has been limited to a period of time not to exceed N/A calendar years* (see below). The date this designation expires is N/A . NOTE: This question addresses whether the resolution contains an expiration date for the designated area.

B. The type of deduction that is allowed in the designated area is limited to:

- 1. Redevelopment or rehabilitation of real estate improvements Yes No
- 2. Residentially distressed areas Yes No
- 3. New agricultural improvement Yes No

C. The amount of the deduction is limited to \$ N/A .

D. Other limitations or conditions (specify) Terms of a Tax Abatement Agreement Signed Herewith

E. Number of years allowed:

Year 1 Year 2 Year 3 Year 4 Year 5 (* see below)
 Year 6 Year 7 Year 8 Year 9 Year 10

F. For a Statement of Benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17?

Yes No

If yes, attach a copy of the abatement schedule to this form.

If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

We have also reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved (signature and title of authorized member of designating body)	Telephone Number (206)	Date Signed (month, day, year)
Printed Name of Authorized Member of Designating Body	Name of Designating Body	
Attested by (signature and title of attester)	Printed Name of Attester	

* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

In accordance with IC 6-1.1-12.1-17, where the Form SB-1/Real Property was approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. The deduction period should be as follows:

- A. For residentially distressed areas, the deduction period may not exceed ten (10) years.
- B. For the redevelopment or rehabilitation of real property, the deduction period may not exceed ten (10) years.
- C. For a new agricultural improvement, the deduction period may not exceed five (5) years.

**IC 6-1.1-12.1-17
Abatement Schedules**

Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
- (2) The number of new full-time equivalent jobs created.
- (3) The average wage of the new employees compared to the state minimum wage.
- (4) The infrastructure requirements for the taxpayer's investment.
- (5) In the case of a deduction for new farm equipment or new agricultural improvement, an agreement by the deduction applicant to predominately use the area for agricultural purposes for a period specified by the designating body.

(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. Except as provided in subsection (d) and section .18 of this chapter, an abatement schedule may not exceed ten (10) years.

(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.

(d) An abatement schedule for new farm equipment or new agricultural improvement may not exceed five (5) years.

Attachment to Form SB-1 / Real Property;
Amazon Data Services, Inc., Ross Township, Lake County, Indiana

Amazon Data Services, Inc (the “Company”) proposes to construct facilities to be located on the sites known as “**Hobart Tech Park**” and the “**Hobart Devco Campus**” (collectively, the “Real Estate”) and generally depicted in Exhibit 1 in Ross Township, Lake County, Indiana, including real property improvements, New Information Technology Equipment, and other business personal property, including qualified property as described in Indiana Code Section 6-1.1-10-44 (collectively, the “Project”). The Hobart Devco Campus is owned by Hobart Owner, LLC, who is filing its Form SB-1 / Real Property with respect to the Hobart Devco Site, as owner thereof as required under Indiana Code 6-1.1-12.1-1 et seq. Some or all of the development described herein, and/or operation of the completed Project, may be implemented by or assigned to an affiliate or successor of the Company, as may yet be determined. The estimates and descriptions provided herein apply to the entire Project, without differentiation or apportionment between real or personal property improvements, portions of the Real Estate, or investments. Additionally, the information provided herein is the best information available as of the date on the SB-1 form to which this description is attached, and is thus preliminary in nature and may change over time as development of the Project occurs.

The Company estimates that the Project will include the construction of multiple buildings or “shells” with a potential total Project investment of more than \$11,000,000,000, and that at full development, the Project will involve more than 400 permanent full-time positions employed by the Company at the Project at 125% of the \$29.95 average county wage (\$37.44/hour). Additional permanent full-time positions will be staffed by employees of third-party contractors providing services to the Company on-site. Additionally, the Company estimates that during construction of the Project, a number of temporary construction positions will be brought to the community in support of development of the Project. Contractors and subcontractors will comply with Hobart Municipal Code Section 33.200 through 33.207 Responsible Bidding Practices and Submission Requirements as outlined in the Tax Abatement Agreements and Enterprise Information Technology Agreement. The Company estimates the start date of the Project to be in 2028. Due to the scale of the Project, it is reasonably expected that various unknown contingencies may cause actual results to vary from any of the estimates stated above.

TAX ABATEMENT AGREEMENT – HOBART TECH PARK

This Tax Abatement Agreement (this “**Agreement**”) is entered into as of the Effective Date, by and between Amazon Data Services, Inc. and its successor and assigns (collectively, the “**Company**”) and the City of Hobart, Indiana (the “**City**”), acting through its Mayor (“**Mayor**”), and the City of Hobart Common Council (the “**Council**” and, together with the Mayor, the “**Governing Bodies**”). The Company, City, Mayor and Council are each a party hereto (a “**Party**”) and are referred to collectively in this Agreement as the “**Parties**.”

RECITALS

WHEREAS, the City is vitally interested in the economic welfare of its citizens, the creation and maintenance of sustainable jobs for its citizens, economic development, and the development of new infrastructure to serve its citizens, and therefore wishes to provide the necessary conditions to stimulate investment in the local economy, promote business, and encourage economic growth and development opportunities;

WHEREAS, the Company is engaged in the development and operation of data centers, including through direct ownership and third-party partners;

WHEREAS, the Company has either acquired or leased, or intends to acquire or lease, real property generally described and depicted on Exhibit A (the “**Project Site**,” and sometimes referred to as the “**Hobart Tech Park**”), which is located within the City;

WHEREAS, pursuant to Resolution No. 2025-05, the Council has previously designated the economic revitalization area depicted on Exhibit B (the “**ERA**”);

WHEREAS, the Company intends to develop and construct or cause to be developed and constructed upon the Project Site certain real property improvements or facilities to be used as a data center (the “**Project**”) as part of a redevelopment or rehabilitation within the ERA as provided for under Ind. Code § 6-1.1-12.1;

WHEREAS, the Company has applied for ERA-based assessed value deduction(s), which will result in a property tax abatement, as determined by the Council as the designating body under Ind. Code § 6-1.1-12.1-17;

WHEREAS, the Company previously filed with the Council a Form SB-1, *Statement of Benefits*, and attachment related thereto, for the Project shown on Exhibit C (collectively, the “**Statement of Benefits**”);

WHEREAS, the Company currently estimates that the total cost (including but not limited to construction costs, infrastructure costs, and equipment costs) of the Project will be as described on the Statement of Benefits;

WHEREAS, pursuant to Ind. Code § 6-1.1-12.1-2.5(c), a declaratory resolution approving the ERA, was adopted by the Council on December 3, 2025, a public hearing before the Council

was properly advertised and held on January 7, 2026, and the final resolution confirming the declaratory resolution and a resolution approving Statement of Benefits and Abatement, as defined in Section 2(B), were adopted by the Council on the same date (collectively, the “**Final Tax Abatement Resolution**”);

WHEREAS, the Company also intends to operate a data center at the real property known as the Hobart Devco Campus (the “**Hobart Devco Campus**”) and the Governing Bodies have agreed to provide a real property tax abatement for the Hobart Devco Campus as set forth in a separate agreement;

WHEREAS, the Company intends to install personal property, including, but not limited to, enterprise information technology equipment, as defined under Ind. Code § 6-1.1-10-44, as part of the Project (“**Enterprise Information Technology Equipment**”);

WHEREAS, the Company and the Governing Bodies intend to enter into a separate agreement for an exemption of property tax on Enterprise Information Technology Equipment for both the Project and the Hobart Devco Campus;

WHEREAS, the Parties desire to reach an agreement to promote the viability of constructing, equipping, and operating the Project in the City by the Company;

WHEREAS, the Governing Bodies desire to improve the financial condition of the City;

WHEREAS, the City has determined that the Project will have a positive effect on economic development within and otherwise benefit the City, and it desires to support the Project; and

NOW, THEREFORE, in consideration of their mutual covenants and agreements set forth herein, the Parties agree as follows:

1. Definitions.

“**Abatement**” is defined in Section 2(B).

“**Abatement Schedule**” is defined in Section 2(B).

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the Company.

“**Agreement**” is defined in the introductory paragraph.

“**APRA**” is defined in Section 2(E).

“**Building**” is defined in Section 2(B).

“**Certificate of Occupancy**” is defined in Section 2(H).

“**City**” is defined in the introductory paragraph.

“**Community Enhancement Agreement**” is defined in Section 23.

“**Community Impact Payment**” is defined in Section 2(H).

“**Company**” is defined in the introductory paragraph.

“**Council**” is defined in the introductory paragraph.

“**Delayed Party**” is defined in Section 14.

“**Effective Date**” is the date as of which the last Party signs this Agreement.

“**Enterprise Information Technology Equipment**” is defined in the Recitals.

“**ERA**” is defined in the Recitals.

“**Final Tax Abatement Resolution**” is defined in the Recitals.

“**Force Majeure Event**” means, with respect to a Party, any event or occurrence that is not within the reasonable control of that Party or its affiliates, and prevents that Party from performing its obligations under this Agreement, including any of the following events and occurrences (provided that it meets the foregoing requirements): any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies, or labor through ordinary sources; labor strike, lockout, or other labor or industrial disturbance (whether or not on the part of agents or employees of any Party); civil disturbance; terrorist act; power outage; fire; flood; windstorm; hurricane; earthquake; landslides; lightning; tornadoes; storms; washouts; droughts; or other casualty; insurrection; epidemic; pandemic; arrests; restraint of government and people; quarantine; explosions; breakage or accident to machinery, transmission pipes, or canals; partial or entire failure of utilities; insufficient or unavailable utilities or other entitlements for the Project; any change in law, order, regulation, or other action of any governing authority, including, but not limited to, delays in the issuance of any necessary permits or approvals; or any other event or occurrence not within the reasonable control of that Party or its affiliates.

“**Governing Bodies**” is defined in the introductory paragraph.

“**Hobart Devco Campus**” is defined in the Recitals.

“**Hobart Tech Park**” is defined in the Recitals.

“**Mayor**” is defined in the introductory paragraph.

“**One-Time Community Impact Payment**” is defined in Section 2(I).

“Party” or “Parties” is defined in the introductory paragraph.

“Project” is defined in the Recitals.

“Project Site” is defined in the Recitals.

“Statement of Benefits” is defined in the Recitals.

“Township” means Ross Township, Indiana.

2. The Project and Economic Development Incentives.

A. Project. Company intends to develop and construct, or cause to be developed and constructed, the Project as described in the Statement of Benefits, subject to all terms of this Agreement and all provisions of the City of Hobart Municipal Code which apply to the Project.

B. Real Property Tax Abatement. The Project Site is within the City-designated ERA. In consideration of the Company’s substantial investment in the City, the Council hereby grants the Company a 10-year, 100% real property tax deduction under Ind. Code § 6-1.1-12.1-1.1 *et seq.* (the “**Abatement**”) as set forth in the abatement schedule on Exhibit D hereto (the “**Abatement Schedule**”), and the Final Tax Abatement Resolution. The Abatement shall apply to real property structures primarily used for data processing services (each such structure, a “**Building**”). Notwithstanding the foregoing, no Building for which the certificate of occupancy for such Building is received after January 1, 2034, shall qualify for an Abatement under this Agreement.

C. Schedule and Implementation. The Company estimates starting and completing the Project construction as described in the Statement of Benefits. The City acknowledges that real property improvements and equipment contained within them may be constructed and installed in phases, with each Building to be assessed by the Township Assessor upon completion. Each Building eligible for Abatement will be entitled to the full 10-year Abatement commencing as of that Building’s initial year of property tax assessment, subject to Section 3. Thus, each Building will have its own 10-year abatement schedule, as shown on Exhibit D hereto.

D. Statement of Benefits. The Statement of Benefits does not establish an upper limit on the amount of investment in the Project eligible for the Abatement. The assumptions and estimates provided in this Agreement and in the Statement of Benefits are good faith estimates provided by the Company. The Parties recognize that (i) the costs associated with the Project may increase or decrease significantly and do not equate to real property taxable value, and (ii) the City has no right to compel the Company to commence or complete construction of the Project, make investments, or create jobs.

E. Abatement Compliance. In accordance with Ind. Code § 6-1.1-12.1-1 et seq., on or before May 14 of each year that the Abatement applies to the Project, the Company will (i) file with the Council an annual report substantially in the form attached hereto as Exhibit E, and (ii) pay to the City a compliance review fee of \$2,500. The Council may also annually request information from the Company concerning the nature of the Project, the approved capital expenditures for the Project, the number of full-time permanent positions newly created by the Project, and the wage rates and benefits associated with the positions, in each case to the extent reasonably necessary for the Council to verify the Company's compliance with this Agreement. With respect to information provided by the Company under this Agreement, and subject to the provisions in Ind. Code § 6-1.1-12.1-1 et seq. guaranteeing the confidentiality of certain information, the Parties acknowledge that the City and the Governing Bodies are political subdivisions of the State of Indiana and therefore subject to the Access to Public Records Act, Ind. Code § 5-14-3 et seq. ("APRA") and any records relating to the Project in their possession are subject to the APRA. Such records which are not subject to an exception to disclosure under the APRA may be disclosed to a requester, provided that before any disclosure the City and the Governing Bodies will provide the Company with written notice of any APRA request received by any of them that relates to the Project as far in advance as practicable of any deadline for responding to such request (except to the extent such notice would cause it to violate the APRA) and shall consult with the Company to evaluate the extent to which such records may be withheld from disclosure under the provisions of APRA, and to the extent disclosure is made, will disclose only such information as is required under the APRA. Subject to this Section, the final determination of whether a particular record is an exception to disclosure under APRA shall be in the sole discretion of the City and the Governing Bodies, as applicable.

F. Responsible Bidder Requirements. A contractor or subcontractor of any tier working onsite (excluding companies only providing offsite fabrication, design, engineering, consulting, management, and supervisory services) on the Project at the Project Site shall comply with the applicable requirements of Hobart Municipal Code Sections 33.200 through 33.207 Responsible Bidding Practices and Submission Requirements, or, in the alternate, provide evidence that they are signatory to a current collective bargaining agreement which the City has determined meets the requirements of Hobart Municipal Code Sections 33.200 through 33.207 Responsible Bidding Practices and Submission Requirements. The City shall maintain a list of collective bargaining agreements received by the City which satisfy the Responsible Bidder requirements for the Project.

G. Section Intentionally Left Blank.

H. Community Impact Payments. In consideration of the City's incentives and efforts to support the Project, the Company agrees to make an annual community impact payment (each, a "**Community Impact Payment**" and, collectively, the

“**Community Impact Payments**”) to the City for each Building for which the Company has received a final certificate of occupancy for such Building (each, a “**Certificate of Occupancy**”), beginning in the year immediately following the year in which the Company receives the Certificate of Occupancy for such Building, so long as both of the following conditions are satisfied: (i) this Agreement has not been terminated; and (ii) the Abatement is applied to the applicable Building in accordance with this Agreement. The Community Impact Payment for each Building in a given payment year will be in the amount of the lesser of (i) \$500,000, and (ii) one hundred percent (100%) of the Abatement that would otherwise be applied to that Building for the applicable year. Subject to Section 3, unless otherwise agreed in writing by the Parties, the Company will make each Community Impact Payment to the City on or before the later of (i) August 1 of the applicable payment year (i.e., the year immediately following the year in which the Abatement applies to the applicable Building), or (ii) 60 days after the City provides the Company with an invoice for the applicable Community Impact Payment for that payment year. The Community Impact Payments are to be made for the purpose of raising revenue to be used for the provision of services to City residents or other public or governmental purposes in the City. The Community Impact Payments shall be used by the City to improve the quality of life in the City and thereby foster a strong community in which the Project will be located. The Community Impact Payments shall not constitute a payment in lieu of any tax, charge, or fee of the City or any other taxing unit and shall be separate from and in addition to any other payments required to be made pursuant to this Agreement and any regular installments of locally assessed real or personal property taxes, as the same may become due and payable in the ordinary course. The Company will not be responsible or liable for any use, distribution, or failure to use or distribute the proceeds of any payments to the City under this Agreement.

I. One-Time Community Impact Payment. After the issuance of a building permit for the first Building on the Project Site, the City may deliver an invoice to the Company for a one-time community impact payment in the amount of \$5,000,000 (the “**One-Time Community Impact Payment**”). The Company will pay such amount to the City within 45 days after receipt of the invoice. The One-Time Community Impact Payment shall be in addition to the Community Impact Payments described in Section 2(H) hereof.

J. Cooperation. Subject to the completion of further proceedings required by law, the Parties agree to cooperate and act in good faith with each other in completing any further agreements reasonably necessary to effectuate this Project, including, but not limited to, agreements concerning water and sanitary sewer services as required to support the development of the Project. The Parties further agree to cooperate in taking any actions that are necessary to complete the Project, including, but not limited to, using reasonable best efforts to ensure agencies of the City expedite review and approval of all environmental, health, safety, construction, and other permit applications and issuance of all permits required for the Project to the extent permitted by law. The Governing Bodies will fully

cooperate with the Company and take all reasonable actions, to the extent permitted by law, to enable the Company to construct, equip, and operate the Project and claim and maintain the Abatement in accordance with the provisions of this Agreement. Without limiting the foregoing in this Section, to the extent the commitments made in this Agreement by the City require further resolutions or public hearings under law, the Governing Bodies will promptly conduct such proceedings. To the extent allowed by law, the Governing Bodies also support and approve the obligations undertaken by each other, and of the City, all as described in this Agreement.

3. Option for Delayed Commencement of Abatement Schedule and Community Impact Payments. The Company may elect to delay the initial year of the Abatement for any Building, and the corresponding Community Impact Payment, by providing written notice to the Council within 30 days of receiving the Form 11 notice of assessment for that Building. The Company's election will not waive any year(s) of the Abatement. The Company will pay all property taxes due and payable for Buildings for assessment years prior to the beginning of the Abatement as delayed under this Section 3.

4. General Default Provisions and Remedies. A Party will not be considered in default under this Agreement unless it breaches a material obligation under this Agreement, is given written notice of its breach, and fails to cure the breach within 60 days of such notice. Any written notice provided pursuant to this Section must specify the alleged breach with particularity. If a breach has occurred and remains uncured following this 60-day cure period, the non-breaching Party may terminate this Agreement by giving written notice to the breaching Party. Subject to the following sentence and Section 23, termination under this Section 4 is the sole remedy of the City and the Governing Bodies for any material breach by the Company of this Agreement. This Section does not apply to Abatement termination actions by the Council for failure to substantially comply with the Statement of Benefits under Ind. Code § 6-1.1-12.1-5.9, which are governed by Section 7 of this Agreement.

5. Other Tax Relief. Except as expressly provided otherwise herein, nothing in this Agreement will prohibit the Company from (i) reviewing, appealing, or otherwise challenging, at any time, the assessed value of the Project Site or of any tangible property which is constructed or installed at or to support the Project, or (ii) seeking or claiming any other statutory exemption, deduction, credit, or any other tax relief (including, but not limited to, any refund of taxes previously paid and statutory interest) for which the Company may be or may become eligible or entitled. Subject to Section 6, if any of the foregoing events has the effect of reducing or eliminating the value of the Abatement to the Company (due to a reduction of tax liability), the Parties will still be bound by the terms of this Agreement. Notwithstanding the other provisions herein, the Company affirms that there are no real property tax assessment appeals currently pending or anticipated to be filed within the next eighteen (18) months by the Company or affiliated companies for any property owned by the Company or affiliated companies within the City. If any real property tax assessment appeals are filed within the next ten (10) years of the date hereof, the Company will provide a written explanation as to why the appeal was filed to the Mayor and/or Director of Development of the City, along with a full copy of the filed appeal.

6. Termination of Agreement. The term of this Agreement will begin on the Effective Date and will terminate two years after December 31 of the last tax payment year for which the Abatement remains in effect, unless terminated earlier in accordance with this Section or Section 4. The Company may terminate this Agreement by giving notice of termination to the City. Upon termination, the Parties will have no further rights or obligations hereunder and the Abatement will terminate, except that Sections 9 and 10 will survive termination of this Agreement.

7. Denial. The Council may deny the Abatement based on demonstrated material failure of the Company to substantially comply with the Statement of Benefits pursuant to Ind. Code § 6-1.1-12.1-5.9 (or as may be finally determined under the appeal process set forth therein). Failure to meet City expectations as to milestones, capital expenditures, jobs created, or salaries, will not constitute a failure to substantially comply with the Statement of Benefits if (i) milestones, capital investment, job creation, or salaries fall reasonably near the parameters of the Project as described in the Statement of Benefits, (ii) such failure to meet City expectations was caused by a Force Majeure Event, or (iii) such failure to meet City expectations was caused by any third party, the City, or the Governing Bodies. If the Council takes steps to terminate the Abatement under Ind. Code § 6-1.1-12.1-5.9, the Council may follow the timelines set forth in Ind. Code § 6-1.1-12.1-5.9(b), provided that the Council must use best reasonable efforts in its findings or resolutions to allow at least 60 days for the Company to cure any finding by the Council that the Company has not substantially complied with the Statement of Benefits before adopting any termination resolution under Ind. Code § 6-1.1-12.1-5.9(c). If the Company cures an alleged failure to substantially comply with the Statement of Benefits, the Council will not oppose any appeal by the Company under § 6-1.1-12.1-5.9(e). The Company may appeal any decision by the Council pursuant to the procedures established in Ind. Code § 6-1.1-12.1-5.9(e). This Section 7 is the City's sole remedy for a failure by the Company to substantially comply with the Statement of Benefits.

8. Mutual Representations. Each Party represents and warrants to the others that: (a) it has all requisite right, power, and authority to enter into this Agreement and perform its obligations, and to grant the rights, licenses, and authorizations it grants under this Agreement; and (b) this Agreement has been duly authorized, executed, and delivered by such Party, and constitutes its legal, valid, and binding obligations enforceable against it in accordance with its terms.

9. Governing Law; Venue. This Agreement is made, and is intended to be performed, in the State of Indiana, and will be construed and enforced in accordance with the laws of the State of Indiana, without reference to its conflict of law rules. Jurisdiction and venue for any litigation arising out of or involving this Agreement will lie in a court of competent jurisdiction in the state and federal courts situated in Lake County, Indiana (or, in the case of the Indiana Tax Court or Indiana appellate courts, Marion County, Indiana). Each Party consents and submits to the jurisdiction of any state or federal court situated in Lake County, Indiana. With respect to any proceeding or action arising out of or in any way related to this Agreement (whether in contract, tort, equity, or otherwise) the Parties knowingly, intentionally, and irrevocably waive their right to trial by jury.

10. Limitations on Liability. In no event will a Party be liable to another Party for any indirect damages, including loss of data, loss of profits, cost of cover or other special, incidental,

consequential, indirect, punitive, exemplary or reliance damages arising from or in relation to this Agreement, however caused and regardless of theory of liability.

11. Notices.

A. Any communication required or permitted by this Agreement must be in writing and refer to this Agreement, unless expressly provided otherwise in this Agreement.

B. Any communication under this Agreement will be deemed given when personally delivered, sent by receipted facsimile transmission, or deposited in the registered or first-class certified mail, postage prepaid, with return receipt requested, and addressed as follows:

(1). If to Company:

Amazon Data Services, Inc.
P.O. Box 81226
Seattle, Washington 98108
Email: contracts-legal@amazon.com;
AWS-econ-dev@amazon.com
Fax: (206) 266-7010
Attention: General Counsel

(2). If to the Governing Bodies:

City of Hobart, Indiana
Attention: Clerk-Treasurer
414 Main Street
Hobart IN 46342

With copy to:

City of Hobart, Indiana
Attention: City Attorney
414 Main Street
Hobart IN 46342

City of Hobart Common Council
414 Main Street
Hobart IN 46342

Mayor, City of Hobart
414 Main Street
Hobart IN 46342

Email: mayorjosh@cityofhobart.org

C. Any Party may designate additional or different addresses for communications by notice given under this Section to the other Party.

12. Non-Business Days. If the date for making any payment or performing any act or exercising any right is not a day when the City's general government offices are open for public business, then such payment or act may be timely made on the next day such offices are open for public business.

13. Assignment. No Party may assign this Agreement without the prior written consent of the other Parties, except that (1) the Company may assign this Agreement, in whole or in part, to an Affiliate or in connection with any merger, reorganization, restructuring, sale of all or substantially all of the Company's assets, or any similar transaction, and (2) the Company may assign this Agreement or portions thereof to a new owner of the real property at the Project Site (Lessor) if the real property is leased to the Company after being sold by the Company. Subject to this limitation, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.

14. Force Majeure. Whenever performance is required of any Party hereunder, such Party will use all due diligence and take all necessary measures in good faith to perform; provided, that if completion of performance is delayed by a Force Majeure Event, any such delay will not be considered a breach of this Agreement, and the time for performance will be extended for a period equal to the period of delay caused by a Force Majeure Event. The Party claiming a Force Majeure Event (the "**Delayed Party**") will promptly provide written notice to the other Parties detailing the nature and the anticipated length of such delay. The Delayed Party will take reasonable steps necessary to relieve the effect of such delay.

15. Time. Time is of the essence in this Agreement and each and all of its provisions.

16. Entire Agreement: Amendments. This Agreement constitutes the entire agreement of the Parties relating to the subject matter of this Agreement. This Agreement may not be changed except in writing signed by all Parties.

17. Counterparts. This Agreement may be executed in several counterparts, including separate counterparts. Each will be an original, but all of them together constitute the same instrument. A facsimile or electronic signature of any Party will be binding upon that Party as if it were the original.

18. Severability. If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then (a) such holding will not invalidate or render unenforceable any other provision of this Agreement, unless such provision is contingent on the invalidated provision; and (b) the remaining terms hereof will, in such event, constitute the Parties' entire agreement.

19. Binding Effect. This Agreement is binding upon, inures to the benefit of, and is enforceable by the Parties and their respective permitted successors and assigns. Subject to Section 23 hereof, there are no other agreements or other conditions precedent to the binding nature of the respective obligations of the Parties under this Agreement.

20. No Partnership or Joint Venture. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement is intended or will be construed in any manner or under any circumstance whatsoever as creating and establishing the relationship of copartners or creating or establishing a joint venture between or among any of the Parties or as designating any Party to the Agreement as the agent or representative of any other Party to the Agreement for any purpose.

21. No Fees. The Community Impact Payments are not “fees for deductions” under Ind. Code § 6-1.1-12.1-14, and this Agreement shall not be construed under such section.

22. No Third-Party Beneficiaries. Notwithstanding any other provision of this Agreement to the contrary, the Parties agree that (i) no individual or entity will be considered, deemed, or otherwise recognized to be a third-party beneficiary of this Agreement; (ii) the provisions of this Agreement are not intended to be for the benefit of any individual or entity other than the Parties; (iii) no other individual or entity will obtain any right to make any claim against the Parties under the provisions of this Agreement; and (iv) no provision of this Agreement will be construed or interpreted to confer third-party beneficiary status on any individual or entity.

23. Other Agreements. The Company and the City intend to enter into a Community Enhancement Agreement relating to the Project (the “**Community Enhancement Agreement**”). The Parties agree that the provision of the Abatement will be conditioned on the prior execution of the Community Enhancement Agreement by the Parties. For the avoidance of doubt, the condition set forth in the preceding sentence will be satisfied in full as of the date of the Parties’ execution of the Community Enhancement Agreement. If the Company defaults under the Community Enhancement Agreement for failure to make the payments required in Section 1.1 of the Community Enhancement Agreement, following the notice and cure period described in Section 5 thereof, the City may, in its sole discretion, suspend the Abatement beginning in the year in which the default occurred and each subsequent year in which the default continues. The Abatement will re-commence in the year after the Company cures such default by making the applicable payment. If such payment is not made within six (6) months of the date such payment was originally due, the Council may, in its sole discretion, terminate this Agreement and the Abatement pursuant to, and following the notice and cure provisions set forth in, Section 4 of this Agreement, provided that with respect to such notice of termination, the applicable cure period shall be thirty (30) days.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

CITY OF HOBART COMMON COUNCIL

AMAZON DATA SERVICES, INC.

By: _____
Matthew Claussen, President

By: _____

Name: _____

Date: _____

Its: _____

Date: _____

APPROVED BY:
MAYOR, CITY OF HOBART

The Honorable Josh Huddleston, Mayor

Date: _____

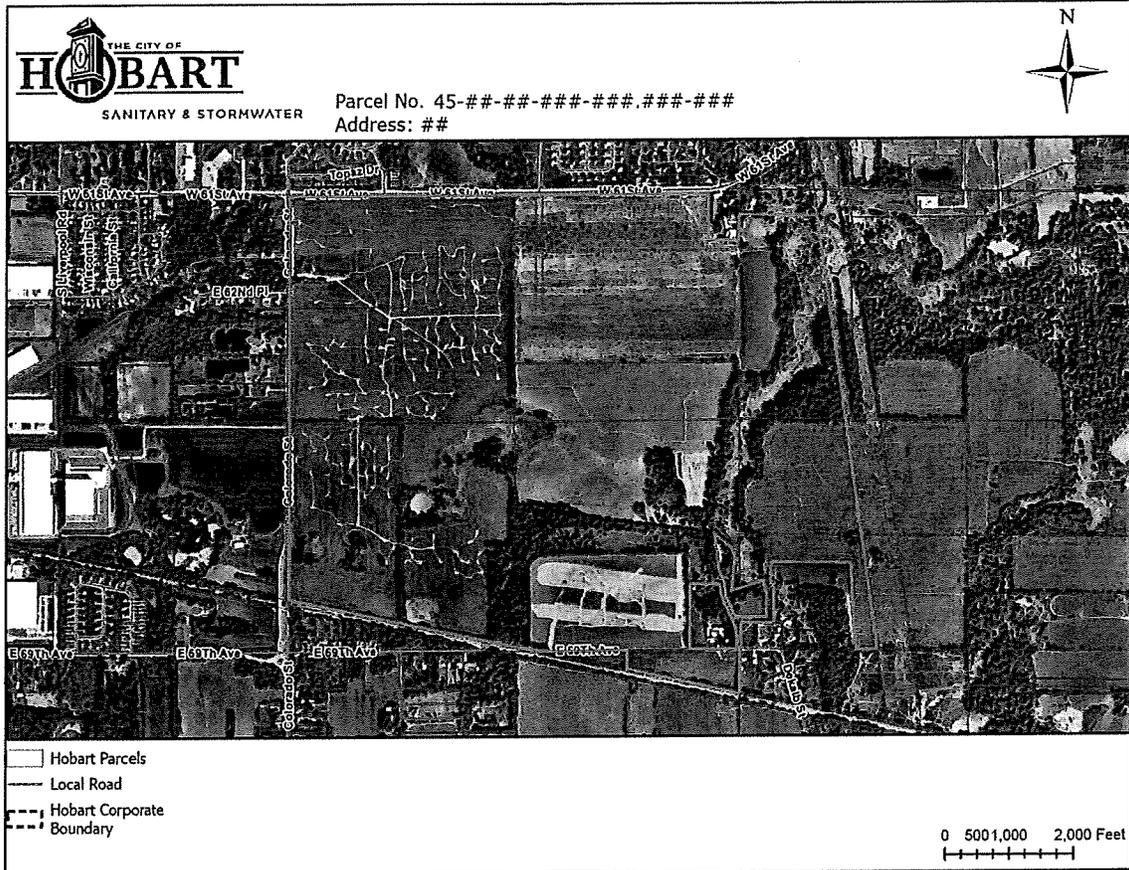
Exhibit A to Tax Abatement Agreement– Hobart Tech Park

**Project Site
[To be Inserted]**

Exhibit B to Tax Abatement Agreement– Hobart Tech Park

Economic Revitalization Area (ERA)

(Attached)



Date Created: 11/25/2025

Exhibit C to Tax Abatement Agreement– Hobart Tech Park

Statement of Benefits

(Attached)

Exhibit D to Tax Abatement Agreement – Hobart Tech Park

Abatement Schedule

<u>Year</u>	<u>Abatement Percentage</u>
Year 1	100%
Year 2	100%
Year 3	100%
Year 4	100%
Year 5	100%
Year 6	100%
Year 7	100%
Year 8	100%
Year 9	100%
Year 10	100%

Exhibit E to Tax Abatement Agreement – Hobart Tech Park

Compliance Form

(Attached)

CITY OF HOBART COMMON COUNCIL

RESOLUTION NO. 2026-03

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF HOBART, INDIANA,
APPROVING REAL PROPERTY TAX ABATEMENT WITH RESPECT TO
INVESTMENTS MADE BY HOBART OWNER LLC**

WHEREAS, Hobart Owner LLC (the “Company”) has proposed developing and constructing, or causing to be developed and constructed, certain real property improvements or facilities to be used as a data center (the “Project”) located in the City of Hobart, Indiana (the “City”); and

WHEREAS, the Project is located in an Economic Revitalization Area designated by the Common Council of the City (the “Common Council”) pursuant to resolutions adopted by the Common Council on December 3, 2025 and January 7, 2026; and

WHEREAS, the Company has advised the Common Council that the Project will involve significant investment in real property improvements (the “Redevelopment”); and

WHEREAS, the Company submitted to the Common Council a form *SB-1/Real Property Statement of Benefits* in connection with the Project, and provided all information and documentation necessary for the Common Council to make an informed decision (collectively, the “Statement”); and

WHEREAS, the Common Council has considered the following factors under Indiana Code § 6-1.1-12.1-17 in connection with the Project:

1. The total amount of the Company’s investment in real and personal property as part of the Project;
2. The number of new full-time equivalent jobs to be created by the Project;
3. The average wage of the new employees for the Project compared to the state minimum wage; and
4. The infrastructure requirements for the taxpayer’s investment in the Project;

(collectively, the “Deduction Schedule Factors”); and

WHEREAS, there has been presented to the Common Council for its consideration a form of Tax Abatement Agreement – Hobart Devco Campus, between the Company and the City, acting through the Mayor of the City (the “Mayor”) and the Common Council, with respect to the Project (the “Tax Abatement Agreement”); and

WHEREAS, the Common Council has determined that supporting the Company’s efforts in developing and operating the Project are in the best interests of the citizens of the City; and

WHEREAS, the Common Council now desires to induce the Company to make such investment in the City and approve the Tax Abatement Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Hobart, Indiana, as follows:

1. Based on the information in the Statement describing the Project and the Deduction Schedule Factors, the Common Council hereby makes the following findings:

- (a) The estimate of the value of the Redevelopment is reasonable for redevelopment of that type.
- (b) The estimate of the number of individuals who will be employed or whose employment will be retained can be reasonably expected to result from the Redevelopment.
- (c) The estimate of the annual salaries of those individuals who will be employed or whose employment will be retained can be reasonably expected to result from the Redevelopment.
- (d) The other benefits about which information was requested are benefits that can be reasonably expected to result from the Redevelopment.
- (e) The totality of benefits from the proposed Redevelopment is sufficient to justify a ten-year real property tax deduction schedule as specified herein, pursuant to the Act.

2. That the Deduction Schedule Factors in connection with the Project justify granting the deduction schedule for real property under Ind. Code § 6-1.1-12.1-17 as specified herein.

NOW, THEREFORE, based on the foregoing, the Common Council further **RESOLVES, FINDS AND DETERMINES:**

- 1. That the Statement submitted by the Company is hereby approved.
- 2. That the Company is entitled to real property tax deductions under Ind. Code § 6-1.1-12.1-4 for the proposed Redevelopment as part of the Project, for a period of ten years and in accordance with the following abatement schedule under Ind. Code § 6-1.1-12.1-17:

YEAR	ABATEMENT PERCENTAGE
1	100%
2	100%
3	100%
4	100%
5	100%
6	100%
7	100%

8	100%
9	100%
10	100%

3. The Common Council hereby approves the Tax Abatement Agreement substantially in the form presented on the date hereof and authorizes and directs the President of the Common Council and the Mayor to execute the Tax Abatement Agreement, with such changes and modifications as such persons deem necessary or appropriate, under advice of legal counsel, to effectuate this Resolution. The approval of the Tax Abatement Agreement shall be conclusively evidenced by the execution thereof.

4. Notwithstanding anything contained herein to the contrary, the granting of the tax deductions described herein is conditioned on and subject to the terms set forth in the Tax Abatement Agreement.

5. This Resolution shall be in full force and effect from and after its adoption by the Common Council and approval by the Mayor.

PASSED AND ADOPTED on this 7th day of January, 2026, by the Common Council of the City of Hobart, Indiana.

Josh Huddlestun, Presiding Officer

ATTEST:

Deborah A. Longer, Clerk-Treasurer

PRESENTED by me, the Clerk-Treasurer of the City of Hobart, Indiana, to the Mayor for his approval this _____ day of January, 2026, at _____ a.m./p.m.

Deborah A. Longer, Clerk-Treasurer

APPROVED, SIGNED AND RETURNED by me to the Common Council of the City of Hobart, Indiana, this _____ day of January, 2026.

Josh Huddlestun, Mayor

ATTEST:

Deborah A. Longer, Clerk-Treasurer

APPLICATION FOR TAX ABATEMENT - COMMON COUNCIL

Form CCAP revised 7/21/16

PETITIONER'S NAME: Hobart Owner LLC PHONE: 703-251-3342

ADDRESS: 1600 International Drive, Suite 500 FAX: _____

CITY, STATE, ZIP CODE: McLean, VA 22102

COMMON LOCATION OF PROPERTY: Hobart Devco Campus

(Also attach 1. Legal description and 2. Project description for real property improvements proposed.)

IF ABATEMENT ON EQUIPMENT IS SOUGHT, ATTACH A LIST WITH DESCRIPTION, COST, AND DATE OF INSTALLATION FOR ALL EQUIPMENT.

ARE ANY PROPOSED BUILDINGS MANUFACTURED OFF SITE? No WHERE? _____

NUMBER OF UNITS: TBD

PROPOSED STARTING DATE FOR BUILDING CONSTRUCTION: 2026

(Must be within 12 months of approval date of confirmatory resolution)

PROPOSED COMPLETION DATE OF FIRST BUILDING UNIT: 2028

WHAT HOBART BUSINESSES WILL BE INVOLVED IN THE PROJECT? TBD

*NUMBER OF JOBS THE PROJECT WILL RETAIN AND THE PROJECTED PAYROLL FOR THE RETAINED JOBS:

(Show construction jobs separate from business jobs. Show as current & retained on SB-1)

CONSTRUCTION #: N/A \$ _____

BUSINESS #: N/A \$ _____

*NUMBER OF JOBS THE PROJECT WILL CREATE AND THE PROJECTED PAYROLL FOR THE JOBS CREATED:

(These jobs do not currently exist and are to be listed on SB-1 as additional)

BUSINESS #: Per SB-1 Attachment \$ Per SB-1 Attachment

WINDOW OF OPPORTUNITY PERIOD REQUESTED: 40 years from the execution of these agreements

TAX ABATEMENT PERIOD OF DEDUCTION REQUESTED: 10 Year - Real Property, 35 Year Enterprise IT Exemption*

ARE YOU SEEKING A LOCAL ECONOMIC INCENTIVE IN ANOTHER INDIANA COMMUNITY? Yes

If so, explain what incentive, value, term and status of approval: Similar Terms and value as this project.

All are at different stages of approval.

I affirm that the information contained in this application is true to the best of my knowledge. I agree to update this information if changes occur. I understand that the intent is to encourage the use of Hobart businesses and residents in the project. I agree to adhere to the City's requirements for annual written reports (CF-1 Form) on the project. I agree to adhere to all City code requirements. I agree to adhere to the policies and regulations associated with the City's tax abatement program. I have paid the required application fee and public and posted notice fees.

SIGNATURE OF PETITIONER: BY: ~~HOBERT OWNER LLC~~ DOUGLAS FLETT, AUTHORIZED SIGNATORY DATE: DECEMBER 30, 2025.

*Construction jobs and the wages paid during the construction of the project may be counted as retained jobs in addition to existing Hobart jobs and salaries retained by the business. Created jobs and salaries are those applicable to the business that are new and not relocated from another non-Hobart location. Relocated jobs are to be listed as retained jobs.

*Enterprise IT Exemption is not a tax abatement, include for transparency.



**STATEMENT OF BENEFITS
REAL ESTATE IMPROVEMENTS**

State Form 51767 (R8 / 5-25)

Prescribed by the Department of Local Government Finance

20__ PAY 20__

FORM SB-1 / Real Property

PRIVACY NOTICE

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-1.1.

This statement is being completed for real property that qualifies under the following Indiana Code (check one box):

- Redevelopment or rehabilitation of real estate improvements (IC 6-1.1-12.1-4)
- Residentially distressed area (IC 6-1.1-12.1-4.1)
- New agricultural improvement (IC 6-1.1-12.1-4)

INSTRUCTIONS:

1. This statement must be submitted to the body designating the Economic Revitalization Area **PRIOR** to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise, this statement must be submitted to the designating body **BEFORE** the initiation of the redevelopment or rehabilitation of real property or a new agricultural improvement for which the person wishes to claim a deduction.
2. To obtain a deduction, a Form 322/RE must be filed with the county auditor before May 10 in the year in which the addition to assessed valuation is made or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. A property owner who failed to file a deduction application within the prescribed deadline may file an application between January 1 and May 10 of a subsequent year.
3. A property owner who files for the deduction must provide the county auditor and designating body with a Form CF-1/Real Property. The Form CF-1/Real Property should be attached to the Form 322/RE when the deduction is first claimed and then updated annually for each year the deduction is applicable. IC 6-1.1-12.1-5.1(b)
4. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed.

SECTION 1 TAXPAYER INFORMATION

Name of Taxpayer Hobart Owner LLC		
Address of Taxpayer (number and street, city, state, and ZIP code) 1600 International Drive, Suite 500, McLean, VA 22102		
Name of Contact Person Scott Sterling (Outside Counsel) & Scott Eckhardt (Amazon Data Services, Inc)	Telephone Number (703) 251-3342	Email Address ssterling@americanrepartners.com

SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT

Name of Designating Body Hobart City Council		Resolution Number
Location of Property City of Hobart	County Lake	DLGF Taxing District Number
Description of Real Property Improvements, Redevelopment, or Rehabilitation (use additional sheets, if necessary) *See attached description, incorporated herein by reference.		Estimated Start Date (month, day, year) *
		Estimated Completion Date (month, day, year) *

SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES FROM PROPOSED PROJECT

Current Number	Salaries	Number Retained	Salaries	Number Additional	Salaries
0	N/A	0	N/A	*	*

SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT

	REAL ESTATE IMPROVEMENTS	
	COST	ASSESSED VALUE
Current Values	0	0
(+) Plus Estimated Values of Proposed Project	*	*
(-) Less Values of Any Property Being Replaced	0	0
Net Estimated Values Upon Completion of Project	*	*

SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

Estimated Solid Waste Converted (pounds) _____	Estimated Hazardous Waste Converted (pounds) _____
Other Benefits:	

SECTION 6 TAXPAYER CERTIFICATION

I hereby certify that the representations in this schedule are true.

Signature of Authorized Representative 	Date Signed (month, day, year) DECEMBER 30, 2025
Printed Name of Authorized Representative DOUGLAS FLEIT	Title AUTHORIZED SIGNATORY

FOR USE OF THE DESIGNATING BODY

We find that the applicant meets the general standards in the resolution adopted or to be adopted by this body. Said resolution, passed or to be passed under IC 6-1.1-12.1, provides for the following limitations:

A. The designated area has been limited to a period of time not to exceed N/A calendar years* (*see below*). The date this designation expires is N/A . *NOTE: This question addresses whether the resolution contains an expiration date for the designated area.*

B. The type of deduction that is allowed in the designated area is limited to:

1. Redevelopment or rehabilitation of real estate improvements	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
2. Residentially distressed areas	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
3. New agricultural improvement	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

C. The amount of the deduction is limited to \$ N/A .

D. Other limitations or conditions (*specify*) Terms of a Tax Abatement Agreement Signed Herewith

E. Number of years allowed:

<input checked="" type="checkbox"/> Year 1	<input checked="" type="checkbox"/> Year 2	<input checked="" type="checkbox"/> Year 3	<input checked="" type="checkbox"/> Year 4	<input checked="" type="checkbox"/> Year 5 (* see below)
<input checked="" type="checkbox"/> Year 6	<input checked="" type="checkbox"/> Year 7	<input checked="" type="checkbox"/> Year 8	<input checked="" type="checkbox"/> Year 9	<input checked="" type="checkbox"/> Year 10

F. For a Statement of Benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17?

Yes No

If yes, attach a copy of the abatement schedule to this form.
If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

We have also reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved (<i>signature and title of authorized member of designating body</i>)	Telephone Number ()	Date Signed (<i>month, day, year</i>)
Printed Name of Authorized Member of Designating Body	Name of Designating Body	
Attested by (<i>signature and title of attester</i>)	Printed Name of Attester	

* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

In accordance with IC 6-1.1-12.1-17, where the Form SB-1/Real Property was approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. The deduction period should be as follows:

- A. For residentially distressed areas, the deduction period may not exceed ten (10) years.
- B. For the redevelopment or rehabilitation of real property, the deduction period may not exceed ten (10) years.
- C. For a new agricultural improvement, the deduction period may not exceed five (5) years.

**IC 6-1.1-12.1-17
Abatement Schedules**

Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
- (2) The number of new full-time equivalent jobs created.
- (3) The average wage of the new employees compared to the state minimum wage.
- (4) The infrastructure requirements for the taxpayer's investment.
- (5) In the case of a deduction for new farm equipment or new agricultural improvement, an agreement by the deduction applicant to predominately use the area for agricultural purposes for a period specified by the designating body.

(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. Except as provided in subsection (d) and section 18 of this chapter, an abatement schedule may not exceed ten (10) years.

(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.

(d) An abatement schedule for new farm equipment or new agricultural improvement may not exceed five (5) years.

Attachment to Form SB-1 / Real Property;
Amazon Data Services, Inc., Ross Township, Lake County, Indiana

Amazon Data Services, Inc (the “Company”) proposes to construct facilities to be located on the sites known as “**Hobart Tech Park**” and the “**Hobart Devco Campus**” (collectively, the “Real Estate”) and generally depicted in Exhibit 1 in Ross Township, Lake County, Indiana, including real property improvements, New Information Technology Equipment, and other business personal property, including qualified property as described in Indiana Code Section 6-1.1-10-44 (collectively, the “Project”). The Hobart Devco Campus is owned by Hobart Owner, LLC, who is filing its Form SB-1 / Real Property with respect to the Hobart Devco Site, as owner thereof as required under Indiana Code 6-1.1-12.1-1 et seq. Some or all of the development described herein, and/or operation of the completed Project, may be implemented by or assigned to an affiliate or successor of the Company, as may yet be determined. The estimates and descriptions provided herein apply to the entire Project, without differentiation or apportionment between real or personal property improvements, portions of the Real Estate, or investments. Additionally, the information provided herein is the best information available as of the date on the SB-1 form to which this description is attached, and is thus preliminary in nature and may change over time as development of the Project occurs.

The Company estimates that the Project will include the construction of multiple buildings or “shells” with a potential total Project investment of more than \$11,000,000,000, and that at full development, the Project will involve more than 400 permanent full-time positions employed by the Company at the Project at 125% of the \$29.95 average county wage (\$37.44/hour). Additional permanent full-time positions will be staffed by employees of third-party contractors providing services to the Company on-site. Additionally, the Company estimates that during construction of the Project, a number of temporary construction positions will be brought to the community in support of development of the Project. Contractors and subcontractors will comply with Hobart Municipal Code Section 33.200 through 33.207 Responsible Bidding Practices and Submission Requirements as outlined in the Tax Abatement Agreements and Enterprise Information Technology Agreement. The Company estimates the start date of the Project to be in 2028. Due to the scale of the Project, it is reasonably expected that various unknown contingencies may cause actual results to vary from any of the estimates stated above.

TAX ABATEMENT AGREEMENT – HOBART DEVCO CAMPUS

This Tax Abatement Agreement (this “**Agreement**”) is entered into as of the Effective Date, by and between Hobart Owner LLC, a Delaware limited liability company and its successor and assigns (collectively, the “**Company**”) and the City of Hobart, Indiana (the “**City**”), acting through its Mayor (“**Mayor**”), and the City of Hobart Common Council (the “**Council**” and, together with the Mayor, the “**Governing Bodies**”). The Company, City, Mayor and Council are each a party hereto (a “**Party**”) and are referred to collectively in this Agreement as the “**Parties.**”

RECITALS

WHEREAS, the City is vitally interested in the economic welfare of its citizens, the creation and maintenance of sustainable jobs for its citizens, economic development and the development of new infrastructure to serve its citizens, and therefore wishes to provide the necessary conditions to stimulate investment in the local economy, promote business, and encourage economic growth and development opportunities;

WHEREAS, the Company is engaged in the development of data centers;

WHEREAS, the Company has acquired or intends to acquire the real property generally described and depicted on Exhibit A (the “**Project Site**,” and sometimes referred to as the “**Hobart Devco Campus**”), which is located within the City, and lease it to Amazon Data Services, Inc. (“**ADSI**”) for the development and operation of a data center thereon;

WHEREAS, pursuant to Resolution No. 2025-05, the Council has previously designated the economic revitalization area depicted on Exhibit B (the “**ERA**”);

WHEREAS, the Company intends to develop and construct or cause to be developed and constructed upon the Project Site certain real property improvements or facilities to be used as a data center (the “**Project**”) as part of a redevelopment or rehabilitation within the ERA as provided for under Ind. Code § 6-1.1-12.1;

WHEREAS, the Company has applied for ERA-based assessed value deduction(s), which will result in a property tax abatement, as determined by the Council as the designating body under Ind. Code § 6-1.1-12.1-17;

WHEREAS, the Company previously filed with the Council a Form SB-1, *Statement of Benefits*, and attachment related thereto, for the Project shown on Exhibit C (collectively, the “**Statement of Benefits**”);

WHEREAS, the Company currently estimates that the total cost (including but not limited to construction costs, infrastructure costs, and equipment costs) of the Project will be as described on the Statement of Benefits;

WHEREAS, pursuant to Ind. Code § 6-1.1-12.1-2.5(c), a declaratory resolution approving the ERA was adopted by the Council on December 3, 2025, a public hearing before the Council

was properly advertised and held on January 7, 2026, and the final resolution confirming the declaratory resolution and a resolution approving Statement of Benefits and Abatement, as defined in Section 2(B), were adopted by the Council on the same date (collectively, the “**Final Tax Abatement Resolution**”);

WHEREAS, ADSI also intends to operate a data center at the real property known as the Hobart Tech Park (the “**Hobart Tech Park**”) and the Governing Bodies have agreed to provide a real property tax abatement for the Hobart Tech Park as set forth in a separate agreement;

WHEREAS, ADSI intends to install personal property, including, but not limited to, enterprise information technology equipment, as defined under Ind. Code § 6-1.1-10-44, as part of the Project (“**Enterprise Information Technology Equipment**”);

WHEREAS, ADSI and the Governing Bodies intend to enter into a separate agreement for an exemption of property tax on Enterprise Information Technology Equipment for both the Project and the Hobart Tech Park;

WHEREAS, the Parties desire to reach an agreement to promote the viability of constructing, equipping, and operating the Project in the City;

WHEREAS, the Governing Bodies desire to improve the financial condition of the City;

WHEREAS, the City has determined that the Project will have a positive effect on economic development within and otherwise benefit the City, and it desires to support the Project; and

NOW, THEREFORE, in consideration of their mutual covenants and agreements set forth herein, the Parties agree as follows:

1. Definitions.

“**Abatement**” is defined in Section 2(B).

“**Abatement Schedule**” is defined in Section 2(B).

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the Company.

“**Agreement**” is defined in the introductory paragraph.

“**ADSI**” is defined in the Recitals.

“**APRA**” is defined in Section 2(E).

“**Building**” is defined in Section 2(B).

“**Certificate of Occupancy**” is defined in Section 2(H).

“**City**” is defined in the introductory paragraph.

“**Community Enhancement Agreement**” is defined in Section 23.

“**Community Impact Payment**” is defined in Section 2(H).

“**Company**” is defined in the introductory paragraph.

“**Council**” is defined in the introductory paragraph.

“**Delayed Party**” is defined in Section 14.

“**Effective Date**” is the date as of which the last Party signs this Agreement.

“**Enterprise Information Technology Equipment**” is defined in the Recitals.

“**ERA**” is defined in the Recitals.

“**Final Tax Abatement Resolution**” is defined in the Recitals.

“**Force Majeure Event**” means, with respect to a Party, any event or occurrence that is not within the reasonable control of that Party or its affiliates, and prevents that Party from performing its obligations under this Agreement, including any of the following events and occurrences (provided that it meets the foregoing requirements): any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies, or labor through ordinary sources; labor strike, lockout, or other labor or industrial disturbance (whether or not on the part of agents or employees of any Party); civil disturbance; terrorist act; power outage; fire; flood; windstorm; hurricane; earthquake; landslides; lightning; tornadoes; storms; washouts; droughts; or other casualty; insurrection; epidemic; pandemic; arrests; restraint of government and people; quarantine; explosions; breakage or accident to machinery, transmission pipes, or canals; partial or entire failure of utilities; insufficient or unavailable utilities or other entitlements for the Project; any change in law, order, regulation, or other action of any governing authority, including, but not limited to, delays in the issuance of any necessary permits or approvals; or any other event or occurrence not within the reasonable control of that Party or its affiliates.

“**Governing Bodies**” is defined in the introductory paragraph.

“**Hobart Devco Campus**” is defined in the Recitals.

“**Hobart Tech Park**” is defined in the Recitals.

“**Mayor**” is defined in the introductory paragraph.

“**One-Time Community Impact Payment**” is defined in Section 2(I).

“**Party**” or “**Parties**” is defined in the introductory paragraph.

“**Project**” is defined in the Recitals.

“**Project Site**” is defined in the Recitals.

“**Statement of Benefits**” is defined in the Recitals.

“**Township**” means Ross Township, Indiana.

2. The Project and Economic Development Incentives.

A. Project. Company intends to develop and construct, or cause to be developed and constructed, the Project as described in the Statement of Benefits, subject to all terms of this Agreement and all provisions of the City of Hobart Municipal Code which apply to the Project.

B. Real Property Tax Abatement. The Project Site is within the City-designated ERA. In consideration of the Company’s substantial investment in the City, the Council hereby grants the Company a 10-year, 100% real property tax deduction under Ind. Code § 6-1.1-12.1-1.1 *et seq.* (the “**Abatement**”) as set forth in the abatement schedule on Exhibit D hereto (the “**Abatement Schedule**”), and the Final Tax Abatement Resolution. The Abatement shall apply to real property structures primarily used for data processing services (each such structure, a “**Building**”). Notwithstanding the foregoing, no Building for which the certificate of occupancy for such Building is received after January 1, 2034, shall qualify for an Abatement under this Agreement.

C. Schedule and Implementation. The Company estimates starting and completing the Project construction as described in the Statement of Benefits. The City acknowledges that real property improvements and equipment contained within them may be constructed and installed in phases, with each Building to be assessed by the Township Assessor upon completion. Each Building eligible for Abatement will be entitled to the full 10-year Abatement commencing as of that Building’s initial year of property tax assessment, subject to Section 3. Thus, each Building will have its own 10-year abatement schedule, as shown on Exhibit D hereto.

D. Statement of Benefits. The Statement of Benefits does not establish an upper limit on the amount of investment in the Project eligible for the Abatement. The assumptions and estimates provided in this Agreement and in the Statement of Benefits are good faith estimates provided by the Company. The Parties recognize that (i) the costs associated with the Project may increase or decrease significantly and do not equate to real property taxable value, and (ii) the City has no right to

compel the Company to commence or complete construction of the Project, make investments, or create jobs.

E. Abatement Compliance. In accordance with Ind. Code § 6-1.1-12.1-1 et seq., on or before May 14 of each year that the Abatement applies to the Project, the Company will (i) file with the Council an annual report substantially in the form attached hereto as Exhibit E, and (ii) pay to the City a compliance review fee of \$2,500. The Council may also annually request information from the Company concerning the nature of the Project, the approved capital expenditures for the Project, the number of full-time permanent positions newly created by the Project, and the wage rates and benefits associated with the positions, in each case to the extent reasonably necessary for the Council to verify the Company's compliance with this Agreement. With respect to information provided by the Company under this Agreement, and subject to the provisions in Ind. Code § 6-1.1-12.1-1 et seq. guaranteeing the confidentiality of certain information, the Parties acknowledge that the City and the Governing Bodies are political subdivisions of the State of Indiana and therefore subject to the Access to Public Records Act, Ind. Code § 5-14-3 et seq. ("APRA") and any records relating to the Project in their possession are subject to the APRA. Such records which are not subject to an exception to disclosure under the APRA may be disclosed to a requester, provided that before any disclosure the City and the Governing Bodies will provide the Company and ADSI with written notice of any APRA request received by any of them that relates to the Project as far in advance as practicable of any deadline for responding to such request (except to the extent such notice would cause it to violate the APRA) and shall consult with the Company and ADSI to evaluate the extent to which such records may be withheld from disclosure under the provisions of APRA, and to the extent disclosure is made, will disclose only such information as is required under the APRA. Subject to this Section, the final determination of whether a particular record is an exception to disclosure under APRA shall be in the sole discretion of the City and the Governing Bodies, as applicable.

F. Responsible Bidder Requirements. A contractor or subcontractor of any tier working onsite (excluding companies only providing offsite fabrication, design, engineering, consulting, management, and supervisory services) on the Project at the Project Site shall comply with the applicable requirements of Hobart Municipal Code Sections 33.200 through 33.207 Responsible Bidding Practices and Submission Requirements, or, in the alternate, provide evidence that they are signatory to a current collective bargaining agreement which the City has determined meets the requirements of Hobart Municipal Code Sections 33.200 through 33.207 Responsible Bidding Practices and Submission Requirements. The City shall maintain a list of collective bargaining agreements received by the City which satisfy the Responsible Bidder requirements for the Project.

G. Section Intentionally Left Blank.

H. Community Impact Payments. In consideration of the City's incentives and efforts to support the Project, the Company agrees to make an annual community impact payment (each, a "**Community Impact Payment**" and, collectively, the "**Community Impact Payments**") to the City for each Building for which the Company has received a final certificate of occupancy for such Building (each, a "**Certificate of Occupancy**"), beginning in the year immediately following the year in which the Company receives the Certificate of Occupancy for such Building, so long as both of the following conditions are satisfied: (i) this Agreement has not been terminated; and (ii) the Abatement is applied to the applicable Building in accordance with this Agreement. The Community Impact Payment for each Building in a given payment year will be in the amount of the lesser of (i) \$500,000, and (ii) one hundred percent (100%) of the Abatement that would otherwise be applied to that Building for the applicable year. Subject to Section 3, unless otherwise agreed in writing by the Parties, the Company will make each Community Impact Payment to the City on or before the later of (i) August 1 of the applicable payment year (i.e., the year immediately following the year in which the Abatement applies to the applicable Building), or (ii) 60 days after the City provides the Company with an invoice for the applicable Community Impact Payment for that payment year. The Community Impact Payments are to be made for the purpose of raising revenue to be used for the provision of services to City residents or other public or governmental purposes in the City. The Community Impact Payments shall be used by the City to improve the quality of life in the City and thereby foster a strong community in which the Project will be located. The Community Impact Payments shall not constitute a payment in lieu of any tax, charge, or fee of the City or any other taxing unit and shall be separate from and in addition to any other payments required to be made pursuant to this Agreement and any regular installments of locally assessed real or personal property taxes, as the same may become due and payable in the ordinary course. The Company will not be responsible or liable for any use, distribution, or failure to use or distribute the proceeds of any payments to the City under this Agreement.

I. One-Time Community Impact Payment. After the issuance of a building permit for the first Building on the Project Site, the City may deliver an invoice to the Company for a one-time community impact payment in the amount of \$5,000,000 (the "**One-Time Community Impact Payment**"). The Company will pay such amount to the City within 45 days after receipt of the invoice. The One-Time Community Impact Payment shall be in addition to the Community Impact Payments described in Section 2(H) hereof.

J. Cooperation. Subject to the completion of further proceedings required by law, the Parties agree to cooperate and act in good faith with each other in completing any further agreements reasonably necessary to effectuate this Project, including, but not limited to, agreements concerning water and sanitary sewer services as required to support the development of the Project. The Parties further agree to cooperate in taking any actions that are necessary to complete the Project, including, but not limited to, using reasonable best efforts to ensure agencies of the

City expedite review and approval of all environmental, health, safety, construction, and other permit applications and issuance of all permits required for the Project to the extent permitted by law. The Governing Bodies will fully cooperate with the Company and take all reasonable actions, to the extent permitted by law, to enable the Company to construct, equip, and operate the Project and claim and maintain the Abatement in accordance with the provisions of this Agreement. Without limiting the foregoing in this Section, to the extent the commitments made in this Agreement by the City require further resolutions or public hearings under law, the Governing Bodies will promptly conduct such proceedings. To the extent allowed by law, the Governing Bodies also support and approve the obligations undertaken by each other, and of the City, all as described in this Agreement.

3. Option for Delayed Commencement of Abatement Schedule and Community Impact Payments. The Company may elect to delay the initial year of the Abatement for any Building, and the corresponding Community Impact Payment, by providing written notice to the Council within 30 days of receiving the Form 11 notice of assessment for that Building. The Company's election will not waive any year(s) of the Abatement. The Company will pay all property taxes due and payable for Buildings for assessment years prior to the beginning of the Abatement as delayed under this Section 3.

4. General Default Provisions and Remedies. A Party will not be considered in default under this Agreement unless it breaches a material obligation under this Agreement, is given written notice of its breach, and fails to cure the breach within 60 days of such notice. Any written notice provided pursuant to this Section must specify the alleged breach with particularity. Any written notice alleging default by the Company must be provided to ADSI at the same time as written notice is provided to the Company. If a breach has occurred and remains uncured following this 60-day cure period, the non-breaching Party may terminate this Agreement by giving written notice to the breaching Party. Subject to the following sentence and Section 23, termination under this Section 4 is the sole remedy of the City and the Governing Bodies for any material breach by the Company of this Agreement. This Section does not apply to Abatement termination actions by the Council for failure to substantially comply with the Statement of Benefits under Ind. Code § 6-1.1-12.1-5.9, which are governed by Section 7 of this Agreement.

5. Other Tax Relief. Except as expressly provided otherwise herein, nothing in this Agreement will prohibit the Company from (i) reviewing, appealing, or otherwise challenging, at any time, the assessed value of the Project Site or of any tangible property which is constructed or installed at or to support the Project, or (ii) seeking or claiming any other statutory exemption, deduction, credit, or any other tax relief (including, but not limited to, any refund of taxes previously paid and statutory interest) for which the Company may be or may become eligible or entitled. Subject to Section 6, if any of the foregoing events has the effect of reducing or eliminating the value of the Abatement to the Company (due to a reduction of tax liability), the Parties will still be bound by the terms of this Agreement. Notwithstanding the other provisions herein, the Company affirms that there are no real property tax assessment appeals currently pending or anticipated to be filed within the next eighteen (18) months by the Company or affiliated companies for any property owned by the Company or affiliated companies within the

City. If any real property tax assessment appeals are filed within the next ten (10) years of the date hereof, the Company will provide a written explanation as to why the appeal was filed to the Mayor and/or Director of Development of the City, along with a full copy of the filed appeal.

6. Termination of Agreement. The term of this Agreement will begin on the Effective Date and will terminate two years after December 31 of the last tax payment year for which the Abatement remains in effect, unless terminated earlier in accordance with this Section or Section 4. The Company may terminate this Agreement by giving notice of termination to the City. Upon termination, the Parties will have no further rights or obligations hereunder and the Abatement will terminate, except that Sections 9 and 10 will survive termination of this Agreement.

7. Denial. The Council may deny the Abatement based on demonstrated material failure of the Company to substantially comply with the Statement of Benefits pursuant to Ind. Code § 6-1.1-12.1-5.9 (or as may be finally determined under the appeal process set forth therein). Failure to meet City expectations as to milestones, capital expenditures, jobs created, or salaries, will not constitute a failure to substantially comply with the Statement of Benefits if (i) milestones, capital investment, job creation, or salaries fall reasonably near the parameters of the Project as described in the Statement of Benefits, (ii) such failure to meet City expectations was caused by a Force Majeure Event, or (iii) such failure to meet City expectations was caused by any third party, the City, or the Governing Bodies. If the Council takes steps to terminate the Abatement under Ind. Code § 6-1.1-12.1-5.9, the Council may follow the timelines set forth in Ind. Code § 6-1.1-12.1-5.9(b), provided that the Council must use best reasonable efforts in its findings or resolutions to allow at least 60 days for the Company to cure any finding by the Council that the Company has not substantially complied with the Statement of Benefits before adopting any termination resolution under Ind. Code § 6-1.1-12.1-5.9(c). If the Company cures an alleged failure to substantially comply with the Statement of Benefits, the Council will not oppose any appeal by the Company under § 6-1.1-12.1-5.9(e). The Company may appeal any decision by the Council pursuant to the procedures established in Ind. Code § 6-1.1-12.1-5.9(e). This Section 7 is the City's sole remedy for a failure by the Company to substantially comply with the Statement of Benefits.

8. Mutual Representations. Each Party represents and warrants to the others that: (a) it has all requisite right, power, and authority to enter into this Agreement and perform its obligations, and to grant the rights, licenses, and authorizations it grants under this Agreement; and (b) this Agreement has been duly authorized, executed, and delivered by such Party, and constitutes its legal, valid, and binding obligations enforceable against it in accordance with its terms.

9. Governing Law; Venue. This Agreement is made, and is intended to be performed, in the State of Indiana, and will be construed and enforced in accordance with the laws of the State of Indiana, without reference to its conflict of law rules. Jurisdiction and venue for any litigation arising out of or involving this Agreement will lie in a court of competent jurisdiction in the state and federal courts situated in Lake County, Indiana (or, in the case of the Indiana Tax Court or Indiana appellate courts, Marion County, Indiana). Each Party consents and submits to the jurisdiction of any state or federal court situated in Lake County, Indiana. With respect to any proceeding or action arising out of or in any way related to this Agreement (whether in contract,

tort, equity, or otherwise) the Parties knowingly, intentionally, and irrevocably waive their right to trial by jury.

10. Limitations on Liability. In no event will a Party be liable to another Party for any indirect damages, including loss of data, loss of profits, cost of cover or other special, incidental, consequential, indirect, punitive, exemplary or reliance damages arising from or in relation to this Agreement, however caused and regardless of theory of liability.

11. Notices.

A. Any communication required or permitted by this Agreement must be in writing and refer to this Agreement, unless expressly provided otherwise in this Agreement.

B. Any communication under this Agreement will be deemed given when personally delivered, sent by receipted facsimile transmission, or deposited in the registered or first-class certified mail, postage prepaid, with return receipt requested, and addressed as follows:

(1). If to Company:

Hobart Owner LLC
c/o American Real Estate Partners
1660 International Drive, Suite 500
McLean, Virginia 22102
Attention: Douglas E. Fleit
E-mail: DFleit@americanREpartners.com

With copy to:
Paul Hastings LLP
71 South Wacker Drive, Suite 4500
Chicago, Illinois 60606
Attention: Gregory Spitzer
Email: gregoryspitzer@paulhastings.com

(2). If to ADSI:

Amazon Data Services, Inc.
P.O. Box 81226
Seattle, Washington 98108
Email: contracts-legal@amazon.com;
AWS-econ-dev@amazon.com
Fax: (206) 266-7010

Attention: General Counsel

(3). If to the Governing Bodies:

City of Hobart, Indiana
Attention: Clerk-Treasurer
414 Main Street
Hobart IN 46342

With copy to:

City of Hobart, Indiana
Attention: City Attorney
414 Main Street
Hobart IN 46342

City of Hobart Common Council
414 Main Street
Hobart IN 46342

Mayor, City of Hobart
414 Main Street
Hobart IN 46342
Email: mayorjosh@cityofhobart.org

C. Any Party may designate additional or different addresses for communications by notice given under this Section to the other Party.

12. Non-Business Days. If the date for making any payment or performing any act or exercising any right is not a day when the City's general government offices are open for public business, then such payment or act may be timely made on the next day such offices are open for public business.

13. Assignment. No Party may assign this Agreement without the prior written consent of the other Parties, except that (1) the Company may assign this Agreement, in whole or in part, to ADSI, an Affiliate, or in connection with any merger, reorganization, restructuring, sale of all or substantially all of the Company's assets, or any similar transaction, and (2) the Company may assign this Agreement or portions thereof to a new owner of the real property at the Project Site (Lessor) if the real property remains under lease or is leased by ADSI after being sold by the Company. Subject to this limitation, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.

14. Force Majeure. Whenever performance is required of any Party hereunder, such Party will use all due diligence and take all necessary measures in good faith to perform; provided, that if completion of performance is delayed by a Force Majeure Event, any such delay will not be

considered a breach of this Agreement, and the time for performance will be extended for a period equal to the period of delay caused by a Force Majeure Event. The Party claiming a Force Majeure Event (the “**Delayed Party**”) will promptly provide written notice to the other Parties detailing the nature and the anticipated length of such delay. The Delayed Party will take reasonable steps necessary to relieve the effect of such delay.

15. Time. Time is of the essence in this Agreement and each and all of its provisions.

16. Entire Agreement: Amendments. This Agreement constitutes the entire agreement of the Parties relating to the subject matter of this Agreement. This Agreement may not be changed except in writing signed by all Parties.

17. Counterparts. This Agreement may be executed in several counterparts, including separate counterparts. Each will be an original, but all of them together constitute the same instrument. A facsimile or electronic signature of any Party will be binding upon that Party as if it were the original.

18. Severability. If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then (a) such holding will not invalidate or render unenforceable any other provision of this Agreement, unless such provision is contingent on the invalidated provision; and (b) the remaining terms hereof will, in such event, constitute the Parties’ entire agreement.

19. Binding Effect. This Agreement is binding upon, inures to the benefit of, and is enforceable by the Parties and their respective permitted successors and assigns. Subject to Section 23 hereof, there are no other agreements or other conditions precedent to the binding nature of the respective obligations of the Parties under this Agreement.

20. No Partnership or Joint Venture. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement is intended or will be construed in any manner or under any circumstance whatsoever as creating and establishing the relationship of copartners or creating or establishing a joint venture between or among any of the Parties or as designating any Party to the Agreement as the agent or representative of any other Party to the Agreement for any purpose.

21. No Fees. The Community Impact Payments are not “fees for deductions” under Ind. Code § 6-1.1-12.1-14, and this Agreement shall not be construed under such section.

22. Third-Party Beneficiaries. ADSI is a third-party beneficiary of this Agreement. Subject to the preceding sentence, the Parties agree that (i) no individual or entity will be considered, deemed, or otherwise recognized to be a third-party beneficiary of this Agreement; (ii) the provisions of this Agreement are not intended to be for the benefit of any individual or entity other than the Parties; (iii) no other individual or entity will obtain any right to make any claim against the Parties under the provisions of this Agreement; and (iv) no provision of this Agreement will be construed or interpreted to confer third-party beneficiary status on any individual or entity.

23. Other Agreements. The Company and the City intend to enter into a Community Enhancement Agreement relating to the Project (the “**Community Enhancement Agreement**”). The Parties agree that the provision of the Abatement will be conditioned on the prior execution of the Community Enhancement Agreement by the Parties. For the avoidance of doubt, the condition set forth in the preceding sentence will be satisfied in full as of the date of the Parties’ execution of the Community Enhancement Agreement. If the Company defaults under the Community Enhancement Agreement for failure to make the payments required in Section 1.1 of the Community Enhancement Agreement, following the notice and cure period described in Section 5 thereof, the City may, in its sole discretion, suspend the Abatement beginning in the year in which the default occurred and each subsequent year in which the default continues. The Abatement will re-commence in the year after the Company cures such default by making the applicable payment. If such payment is not made within six (6) months of the date such payment was originally due, the Council may, in its sole discretion, terminate this Agreement and the Abatement pursuant to, and following the notice and cure provisions set forth in, Section 4 of this Agreement, provided that with respect to such notice of termination, the applicable cure period shall be thirty (30) days.

[Remainder of Page Intentionally Left Blank; Signatures to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

CITY OF HOBART COMMON COUNCIL

HOBART OWNER LLC

By: _____
Matthew Claussen, President

Date: _____

By: _____

Name: _____

Its: _____

Date: _____

APPROVED BY:
MAYOR, CITY OF HOBART

The Honorable Josh Huddleston, Mayor

Date: _____

ACKNOWLEDGED AND AGREED:
AMAZON DATA SERVICES, INC.

By: _____

Name: _____

Its: _____

Date: _____

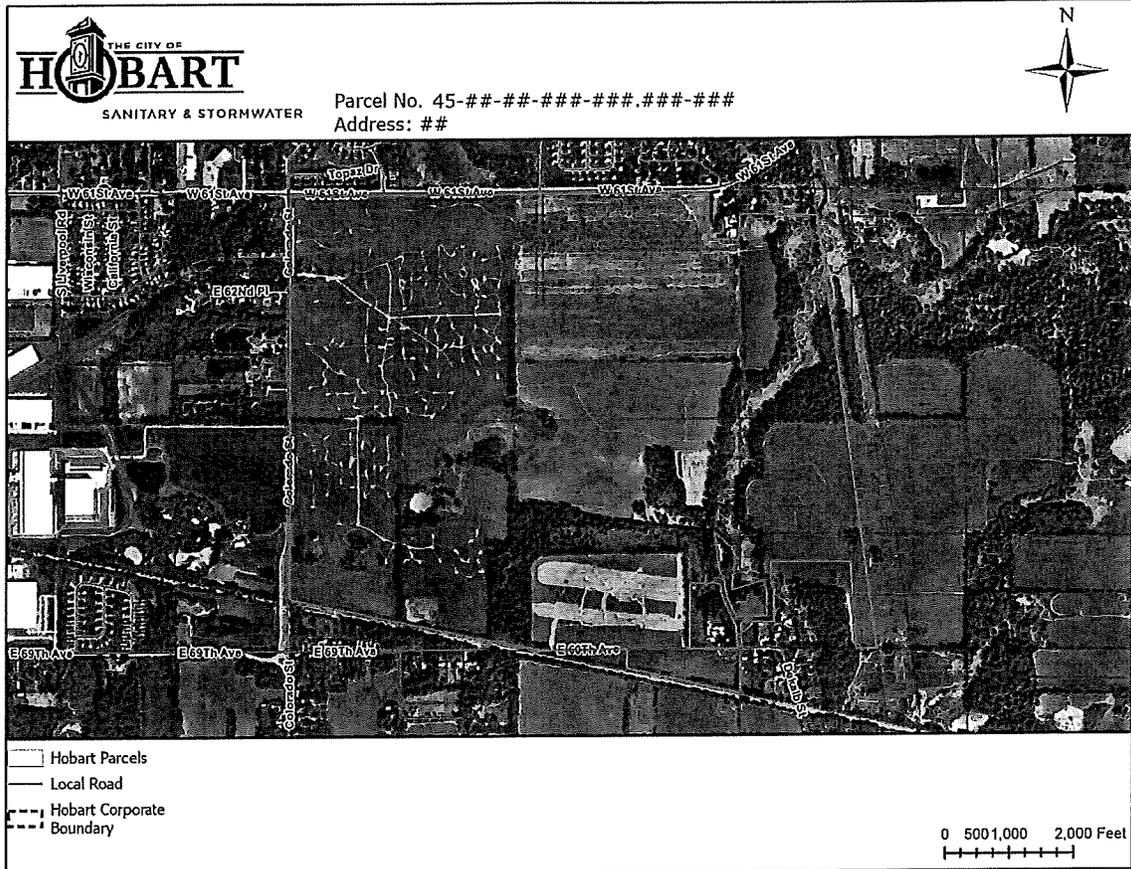
Exhibit A to Tax Abatement Agreement– HOBART DEVCO CAMPUS

Project Site

Exhibit B to Tax Abatement Agreement –Hobart Devco Campus

Economic Revitalization Area (ERA)

(Attached)



Date Created: 11/25/2025

Exhibit C to Tax Abatement Agreement –Hobart Devco Campus

Statement of Benefits

(Attached)

Exhibit D to Tax Abatement Agreement – Hobart Devco Campus

Abatement Schedule

<u>Year</u>	<u>Abatement Percentage</u>
Year 1	100%
Year 2	100%
Year 3	100%
Year 4	100%
Year 5	100%
Year 6	100%
Year 7	100%
Year 8	100%
Year 9	100%
Year 10	100%

Exhibit E to Tax Abatement Agreement - Hobart Devco Campus

Compliance Form

(Attached)

CITY OF HOBART COMMON COUNCIL

RESOLUTION NO. 2026-04

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF HOBART,
INDIANA, APPROVING A FORM OF ENTERPRISE INFORMATION TECHNOLOGY
EXEMPTION AGREEMENT AND COMMUNITY ENHANCEMENT AGREEMENT
WITH AMAZON DATA SERVICES, INC.**

WHEREAS, there has been presented to the Common Council of the City of Hobart, Indiana (the "Common Council"), for its consideration a form of (i) Enterprise Information Technology Exemption Agreement, between Amazon Data Services, Inc., a Delaware corporation (the "Company"), and the City of Hobart, Indiana (the "City"), acting through its Mayor (the "Mayor") and the Common Council as the designating body under Indiana Code § 6-1.1-10-44 (the "Exemption Agreement"); and (ii) Community Enhancement Agreement, between the Company and the City; and

WHEREAS, pursuant to the Exemption Agreement, the Company has proposed developing and constructing, or causing to be developed and constructed, certain real property improvements or facilities to be used as a data center (the "Project"); and

WHEREAS, pursuant to the Exemption Agreement, the Company intends to make certain investments in the City with respect to the Project; and

WHEREAS, the Company has requested a real property abatement pursuant to Indiana Code § 6-1.1-12.1 and a personal property tax exemption for qualifying personal property pursuant to Indiana Code § 6-1.1-10-44 (the "Data Center Exemption"), as set forth in the Exemption Agreement; and

WHEREAS, pursuant to the Community Enhancement Agreement, the Company commits to make community impact payments to the City for the purpose of raising revenue to be used for the provision of services to City residents or other public or governmental purposes of the City; and

WHEREAS, the Common Council has determined that supporting the Company's efforts in developing and operating the Project are in the best interests of the citizens of the City; and

WHEREAS, the Common Council now desires to induce the Company to make such investment in the City and approve the Exemption Agreement and the Community Enhancement Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Hobart, Indiana, as follows:

Section 1. The Common Council hereby approves the Exemption Agreement substantially in the form presented on the date hereof and authorizes and directs the President of the Common Council and the Mayor to execute the Exemption Agreement, with such changes and

modifications as such persons deem necessary or appropriate, under advice of legal counsel, to effectuate this Resolution. The approval of the Exemption Agreement shall be conclusively evidenced by the execution thereof.

Section 2. The Common Council hereby approves the Data Center Exemption for the Company's qualifying investment under Indiana Code § 6.1.1-10-44 under the terms of the Exemption Agreement. The Exemption Agreement shall constitute the agreement between the Company and the Common Council, as the designating body of the City, for purposes of Indiana Code § 6-1.1-10-44(g).

Section 3. The Common Council hereby approves the Community Enhancement Agreement substantially in the form presented on the date hereof and authorizes and directs the Mayor to execute the Community Enhancement Agreement, with such changes and modifications as such person deems necessary or appropriate, under advice of legal counsel, to effectuate this Resolution. The approval of the Community Enhancement Agreement shall be conclusively evidenced by the execution thereof.

Section 4. This Resolution shall be in full force and effect from and after its adoption by the Common Council and approval by the Mayor.

PASSED AND ADOPTED on this 7th day of January, 2026, by the Common Council of the City of Hobart, Indiana.

Josh Huddlestun, Presiding Officer

ATTEST:

Deborah A. Longer, Clerk-Treasurer

PRESENTED by me, the Clerk-Treasurer of the City of Hobart, Indiana, to the Mayor for his approval this _____ day of January, 2026, at _____ a.m./p.m.

Deborah A. Longer, Clerk-Treasurer

APPROVED, SIGNED AND RETURNED by me to the Common Council of the City of Hobart, Indiana, this _____ day of January, 2026.

Josh Huddlestun, Mayor

ATTEST:

Deborah A. Longer, Clerk-Treasurer

ENTERPRISE INFORMATION TECHNOLOGY EXEMPTION AGREEMENT

This Enterprise Information Technology Exemption Agreement (this “**Agreement**”) is entered into as of the Effective Date, by and between Amazon Data Services, Inc. and its successor and assigns (collectively, the “**Company**”) and the City of Hobart, Indiana (the “**City**”), acting through its Mayor (“**Mayor**”), and the City of Hobart Common Council (the “**Council**” and, together with the Mayor, the “**Governing Bodies**”). The Company, City, Mayor, and Council are each a party hereto (a “**Party**”) and are referred to collectively in this Agreement as the “**Parties.**”

RECITALS

WHEREAS, the City is vitally interested in the economic welfare of its citizens, the creation and maintenance of sustainable jobs for its citizens, and the development of new infrastructure to serve its citizens, and therefore wishes to provide the necessary conditions to stimulate investment in the local economy, promote business, and encourage economic growth and development opportunities;

WHEREAS, the Company is engaged in the development and operation of data centers, including through direct ownership and third-party partners;

WHEREAS, the Company has either acquired or leased, or intends to acquire or lease, real property generally described and depicted collectively on Exhibit A (the “**Project Site**”), which incorporates two portions of real property sometimes referred to respectively as the “**Hobart Tech Park**” and the “**Hobart Devco Campus,**” and is located within the City;

WHEREAS, pursuant to Resolution 2025-05, the Council has previously designated the economic revitalization area depicted on Exhibit A (the “**ERA**”);

WHEREAS, the Company intends to develop and construct, or cause to be developed and constructed, upon the Project Site certain real property improvements or facilities to be used as a data center (the “**Project**”) as part of a redevelopment or rehabilitation within the ERA as provided for under Ind. Code § 6-1.1-12.1;

WHEREAS, the Company currently estimates that the total cost (including but not limited to construction costs, infrastructure costs, and equipment costs) of the Project will be \$11,000,000,000;

WHEREAS, the Company and the Governing Bodies intend to enter into separate agreements for real property tax abatements for the Project, including for the Hobart Tech Park and the Hobart Devco Campus, pursuant to Ind. Code § 6-1.1-12.1 (the “**Real Property Tax Abatements**”);

WHEREAS, the Company intends to install personal property, including, but not limited to, enterprise information technology equipment, as defined under Ind. Code § 6-1.1-10-44, as part of the Project (“**Enterprise Information Technology Equipment**”);

WHEREAS, the Council intends that the provisions of this Agreement serve as the governing agreement for granting an exemption for Enterprise Information Technology Equipment under Ind. Code § 6-1.1-10-44;

WHEREAS, on January 7, 2026, the Council passed Resolution No. 2026-04 approving the exemption for Enterprise Information Technology Equipment under Ind. Code § 6-1.1-10-44 (the “**Enterprise Equipment Tax Exemption Resolution**”);

WHEREAS, the Parties desire to reach an agreement to promote the viability of constructing, equipping, and operating the Project in the City;

WHEREAS, the Governing Bodies desire to improve the financial condition of the City;

WHEREAS, the City has determined that the Project will have a positive effect on economic development within and otherwise benefit the City, and it desires to support the Project; and

NOW, THEREFORE, in consideration of their mutual covenants and agreements set forth herein, the Parties agree as follows:

1. Definitions.

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the Company.

“**Agreement**” is defined in the introductory paragraph.

“**APRA**” is defined in Section 2(D).

“**Building**” is defined in Section 2(B).

“**City**” is defined in the introductory paragraph.

“**Community Enhancement Agreement**” is defined in Section 22.

“**Community Impact Payments**” is defined in Section 2(E).

“**Company**” is defined in the introductory paragraph.

“**Council**” is defined in the introductory paragraph.

“**Delayed Party**” is defined in Section 13.

“**Effective Date**” is the date as of which the last Party signs this Agreement.

“**Enterprise Equipment Tax Exemption Resolution**” is defined in the Recitals.

“**Enterprise Information Technology Equipment**” is defined in the Recitals.

“**ERA**” is defined in the Recitals.

“**Exemption**” is defined in Section 2(B).

“**Exemption Schedule**” is defined in Section 2(B).

“**Force Majeure Event**” means, with respect to a Party, any event or occurrence that is not within the reasonable control of that Party or its affiliates, and prevents that Party from performing its obligations under this Agreement, including any of the following events and occurrences (provided that it meets the foregoing requirements): any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies, or labor through ordinary sources; labor strike, lockout, or other labor or industrial disturbance (whether or not on the part of agents or employees of any Party); civil disturbance; terrorist act; power outage; fire; flood; windstorm; hurricane; earthquake; landslides; lightning; tornadoes; storms; washouts; droughts; or other casualty; insurrection; epidemic; pandemic; arrests; restraint of government and people; quarantine; explosions; breakage or accident to machinery, transmission pipes, or canals; partial or entire failure of utilities; insufficient or unavailable utilities or other entitlements for the Project; any change in law, order, regulation, or other action of any governing authority, including, but not limited to, delays in the issuance of any necessary permits or approvals; or any other event or occurrence not within the reasonable control of that Party or its affiliates.

“**Governing Bodies**” is defined in the introductory paragraph.

“**Hobart Devco Campus**” is defined in the Recitals.

“**Hobart Tech Park**” is defined in the Recitals.

“**Mayor**” is defined in the introductory paragraph.

“**Party**” or “**Parties**” is defined in the introductory paragraph.

“**Project**” is defined in the Recitals.

“**Project Site**” is defined in the Recitals.

“**Qualified Property**” is defined in Section 2(B).

“**Real Property Tax Abatements**” is defined in the Recitals.

“**Township**” means Ross Township, Indiana.

2. The Project and Economic Development Incentives.

A. Project. Company intends to develop and construct, or cause to be developed and constructed, the Project on the Project Site, subject to all terms of this Agreement and all provisions of the City of Hobart Municipal Code which apply to the Project.

B. Exemption for Enterprise Information Technology Equipment. The City hereby grants the Company an exemption of 100% of the Company's property tax liability on the Company's "Qualified Property" as defined in Ind. Code § 6-1.1-10-44 at or supporting the Project (the "**Qualified Property**") pursuant to the Enterprise Equipment Tax Exemption Resolution (the "**Exemption**") as set forth in the exemption schedule on Exhibit B hereto (the "**Exemption Schedule**"). Subject to Section 3, the Exemption will apply to all Qualified Property located or installed in a real property structure primarily used for data processing services (each such structure, a "**Building**") for a period of 35 years beginning with the first assessment year in which the Company claims the Exemption for Qualified Property in each such Building. Each Building will qualify for its own 35-year Exemption term. As an example only, if 2027 is the first assessment year in which the Company claims the Exemption for Qualified Property located or installed in a Building, any unit of Qualified Property located or installed at that Building would be entitled to the Exemption for the 35-year period ending in 2062. As another example only, if a Building's 35-year exemption term expires in 2062, and a unit of Qualified Property in that Building was installed as of 2060, the Exemption for that unit will expire at the end of 2062, notwithstanding the fact that such unit's useful life extends beyond 2062. In consideration of the foregoing, the Company agrees that the average wage of its employees located in the City and engaged in the operation of the Project will be at least 125% of the average wage in Lake County during the time any Qualified Property is entitled to an Exemption. If ownership of the Company's Qualified Property is transferred at any time after the date hereof, the transferee is entitled to the continued Exemption upon the same terms as the Company for the duration of the Exemption term for that Qualified Property, as permitted under Ind. Code § 6-1.1-10-44. Notwithstanding the foregoing, no Qualified Property located in a Building for which the certificate of occupancy for such Building is received after January 1, 2034, shall qualify for an Exemption under this Agreement.

C. Schedule and Implementation. The Company estimates beginning operations in or about 2028. The assumptions and estimates provided in this Agreement are good faith estimates provided by the Company. The Parties recognize that (i) the costs associated with the Project may increase or decrease significantly and do not equate to real property taxable value, and (ii) the City has no right to compel the Company to commence or complete construction of the Project, make investments, or create jobs.

D. Exemption Recordkeeping. During the time in which any Qualified Property is entitled to the Exemption, the Company will identify in its business personal property tax returns, including Form 103-IT (a copy of which is attached

hereto as Exhibit C) each unit of Qualified Property and the Building in which the Qualified Property is located, or that is supported by the Qualified Property. The list described in the preceding sentence may be provided together with its business personal property tax returns or as part of any annual report provided in relation to another incentive or as part of any annual report submitted to the Governing Bodies for the Real Property Tax Abatements. The Council may also annually request information from the Company concerning the nature of the Project, the capital expenditures for the Project, the number of full-time permanent positions newly created by the Project, and the wage rates and benefits associated with the positions. With respect to information provided by the Company under this Agreement, and subject to all applicable laws guaranteeing the confidentiality of certain information, the Parties acknowledge that the City and the Governing Bodies are political subdivisions of the State of Indiana and therefore subject to the Access to Public Records Act, Ind. Code §5-14-3 et seq. (“APRA”) and any records relating to the Project in their possession are subject to the APRA. Such records which are not subject to an exception to disclosure under the APRA may be disclosed to a requester, provided that before any disclosure the City and the Governing Bodies will provide the Company with written notice of any APRA request received by any of them that relates to the Project as far in advance as practicable of any deadline for responding to such request (except to the extent such notice would cause it to violate the APRA) and shall consult with the Company to evaluate the extent to which such records may be withheld from disclosure under the provisions of APRA, and to the extent disclosure is made, will disclose only such information as is required under the APRA. Subject to this Section, the final determination of whether a particular record is an exception to disclosure under APRA shall be in the sole discretion of the City and the Governing Bodies, as applicable.

E. Community Impact Payments. In consideration of the City’s incentives and efforts to support the Project, the Company agrees to make annual community impact payments (each, a “**Community Impact Payment**” and, collectively, the “**Community Impact Payments**”) to the City for each Building that contains Qualified Property, beginning in the year immediately following the year such Qualified Property located in the applicable Building is placed into service, so long as both of the following conditions are satisfied: (i) this Agreement has not been terminated, and (ii) the Exemption is applied to Qualified Property in the applicable Building in accordance with this Agreement. With respect to each Building containing Qualified Property for which the Exemption is received, the Community Impact Payment for Qualified Property in such Building in a given payment year will be in the amount of the lesser of (i) \$1,500,000, and (ii) one hundred percent (100%) of the Exemption that would otherwise have been applied to Qualified Property in the applicable Building for the applicable year. Subject to Section 3, unless otherwise agreed to in writing by the Parties, the Company will make each Community Impact Payment to the City on or before the later of (i) August 1 of the applicable payment year (i.e., the year immediately following the year in which the Exemption applies to Qualified Property in the applicable Building), or (ii) 60 days after the City provides the Company with an invoice for the applicable Community

Impact Payment for the applicable Year. The Community Impact Payments are to be made for the purpose of raising revenue to be used for the provision of services to City residents or other public or governmental purposes in the City. The Community Impact Payments shall be used by the City to improve the quality of life in the City and thereby foster a strong community in which the Project will be located. The Community Impact Payments shall not constitute a payment in lieu of any tax, charge, or fee of the City or any other taxing unit and shall be separate from and in addition to any other payments required to be made pursuant to this Agreement and any regular installments of locally assessed real or personal property taxes, as the same may become due and payable in the ordinary course. The Company will not be responsible or liable for any use, distribution, or failure to use or distribute the proceeds of any payments to the City under this Agreement.

F. Cooperation. Subject to the completion of further proceedings required by law, the Parties agree to cooperate and act in good faith with each other in completing any further agreements reasonably necessary to effectuate this Project, including, but not limited to, agreements concerning water and sanitary sewer services as required to support the development of the Project. The Parties further agree to cooperate in taking any actions that are necessary to complete the Project, including, but not limited to, using reasonable best efforts to ensure agencies of the City expedite review and approval of all environmental, health, safety, construction, and other permit applications and issuance of all permits required for the Project to the extent permitted by law. The Governing Bodies will fully cooperate with the Company and take all reasonable actions, to the extent permitted by law, to enable the Company to construct, equip, and operate the Project and claim and maintain the Exemption in accordance with the provisions of this Agreement. Without limiting the foregoing in this Section, to the extent the commitments made in this Agreement by the City require further resolutions or public hearings under law, the Governing Bodies will promptly conduct such proceedings. To the extent allowed by law, the Governing Bodies also support and approve the obligations undertaken by each other, and of the City, all as described in this Agreement.

G. Responsible Bidder Requirements. A contractor or subcontractor of any tier working onsite (excluding companies only providing offsite fabrication, design, engineering, consulting, management, and supervisory services) on the Project at the Project Site shall comply with the applicable requirements of Hobart Municipal Code Sections 33.200 through 33.207 Responsible Bidding Practices and Submission Requirements, or, in the alternate, provide evidence that they are signatory to a current collective bargaining agreement which the City has determined meets the requirements of Hobart Municipal Code Sections 33.200 through 33.207 Responsible Bidding Practices and Submission Requirements. The City shall maintain a list of collective bargaining agreements received by the City which satisfy the Responsible Bidder requirements for the Project.

3. Option for Delayed Commencement of Exemption Term and Community Impact Payments. The Company may elect to delay the beginning of the Exemption Schedule for Qualified Property within any Building, and the corresponding Community Impact Payments, by providing written notice to the Council within 30 days of reporting the Qualified Property located or installed in that Building for the first time upon the Company's business personal property tax return. The Company's election will not waive any year(s) of the Exemption. The Company will pay all property taxes due and payable for Qualified Property without regard for the Exemption for assessment years prior to the commencement of the Exemption Schedule for Qualified Property within that Building.

4. General Default Provisions and Remedies. A Party will not be considered in default under this Agreement unless it breaches a material obligation under this Agreement, is given written notice of its breach, and fails to cure the breach within 60 days of such notice. Any written notice provided pursuant to this Section must specify the alleged breach with particularity. If a breach has occurred and remains uncured following this 60-day cure period, the non-breaching Party may terminate this Agreement by giving written notice to the breaching Party. Subject to Section 22, termination under this Section 4 is the sole remedy of the City and the Governing Bodies for any material breach by the Company of this Agreement.

5. Other Tax Relief. Except as expressly provided otherwise herein, nothing in this Agreement will prohibit the Company from (i) reviewing, appealing, or otherwise challenging, at any time, the assessed value of the Project Site or of any tangible property which is constructed or installed at or to support the Project, or (ii) seeking or claiming any other statutory exemption, deduction, credit, or any other tax relief (including, but not limited to, any refund of taxes previously paid and statutory interest) for which the Company may be or may become eligible or entitled. Subject to Section 6, if any of the foregoing events has the effect of reducing or eliminating the value of the Exemption to the Company (due to a reduction of tax liability), the Parties will still be bound by the terms of this Agreement.

6. Termination of Agreement. The term of this Agreement will begin on the Effective Date and will terminate two years after December 31 of the last tax payment year for which the Exemption remains in effect, unless terminated earlier in accordance with this Section or Section 4. The Company may terminate this Agreement by giving notice of termination to the City. Upon termination, the Parties will have no further rights or obligations hereunder and the Exemption will terminate, except that Sections 8 and 9 will survive termination of this Agreement.

7. Mutual Representations. Each Party represents and warrants to the other that: (a) it has all requisite right, power, and authority to enter into this Agreement and perform its obligations, and to grant the rights, licenses, and authorizations it grants under this Agreement; and (b) this Agreement has been duly authorized, executed, and delivered by such Party, and constitutes its legal, valid, and binding obligations enforceable against it in accordance with its terms.

8. Governing Law; Venue. This Agreement is made, and is intended to be performed, in the State of Indiana, and will be construed and enforced in accordance with the laws of the State of Indiana, without reference to its conflict of law rules. Jurisdiction and venue for any litigation

arising out of or involving this Agreement will lie in a court of competent jurisdiction in the state and federal courts situated in Lake County, Indiana (or, in the case of the Indiana Tax Court or Indiana appellate courts, Marion County, Indiana). Each Party consents and submits to the jurisdiction of any state or federal court situated in Lake County, Indiana. With respect to any proceeding or action arising out of or in any way related to this Agreement (whether in contract, tort, equity, or otherwise) the Parties knowingly, intentionally, and irrevocably waive their right to trial by jury.

9. Limitations on Liability. In no event will a Party be liable to another Party for any indirect damages, including loss of data, loss of profits, cost of cover or other special, incidental, consequential, indirect, punitive, exemplary or reliance damages arising from or in relation to this Agreement, however caused and regardless of theory of liability.

10. Notices.

A. Any communication required or permitted by this Agreement must be in writing and refer to this Agreement, unless expressly provided otherwise in this Agreement.

B. Any communication under this Agreement will be deemed given when personally delivered, sent by receipted facsimile transmission, or deposited in the registered or first-class certified mail, postage prepaid, with return receipt requested, and addressed as follows:

(1). If to Company:

Amazon Data Services, Inc.
P.O. Box 81226
Seattle, Washington 98108
Email: contracts-legal@amazon.com;
AWS-econ-dev@amazon.com
Fax: (206) 266-7010
Attention: General Counsel

(2). If to the Governing Bodies:

City of Hobart, Indiana
Attention: Clerk-Treasurer
414 Main Street
Hobart IN 46342

City of Hobart Common Council
414 Main Street
Hobart IN 46342

Mayor, City of Hobart
414 Main Street
Hobart IN 46342

Email: mayorjosh@cityofhobart.org

with copy to:

City of Hobart, Indiana
Attention: City Attorney
414 Main Street
Hobart IN 46342

C. Any Party may designate additional or different addresses for communications by notice given under this Section to the other Party.

11. Non-Business Days. If the date for making any payment or performing any act or exercising any right is not a day when the City's general government offices are open for public business, then such payment or act may be timely made on the next day such offices are open for public business.

12. Assignment. No Party may assign this Agreement without the prior written consent of the other Parties, except that (1) the Company may assign this Agreement to an Affiliate or in connection with any merger, reorganization, restructuring, sale of all or substantially all of the Company's assets, or any similar transaction, and (2) the Company may assign this Agreement or portions thereof to a new owner of the Qualified Property at the Project Site if such property is leased to the Company after being sold by the Company. Subject to this limitation, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.

13. Force Majeure. Whenever performance is required of any Party hereunder, such Party will use all due diligence and take all necessary measures in good faith to perform; provided, that if completion of performance is delayed by a Force Majeure Event, any such delay will not be considered a breach of this Agreement, and the time for performance will be extended for a period equal to the period of delay caused by a Force Majeure Event. The Party claiming a Force Majeure Event (the "**Delayed Party**") will promptly provide written notice to the other Parties detailing the nature and the anticipated length of such delay. The Delayed Party will take reasonable steps necessary to relieve the effect of such delay.

14. Time. Time is of the essence in this Agreement and each and all of its provisions.

15. Entire Agreement: Amendments. This Agreement constitutes the entire agreement of the Parties relating to the subject matter of this Agreement. This Agreement may not be changed except in writing signed by all Parties.

16. Counterparts. This Agreement may be executed in several counterparts, including separate counterparts. Each will be an original, but all of them together constitute the same instrument. A facsimile or electronic signature of any Party will be binding upon that Party as if it were the original.

17. Severability. If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then (a) such holding will not invalidate or render unenforceable any other provision of this Agreement, unless such provision is contingent on the invalidated provision; and (b) the remaining terms hereof will, in such event, constitute the Parties' entire agreement.

18. Binding Effect. This Agreement is binding upon, inures to the benefit of, and is enforceable by the Parties and their respective permitted successors and assigns. Subject to Section 22 hereof, there are no other agreements or other conditions precedent to the binding nature of the respective obligations of the Parties under this Agreement.

19. No Partnership or Joint Venture. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement is intended or will be construed in any manner or under any circumstance whatsoever as creating and establishing the relationship of copartners or creating or establishing a joint venture between or among any of the Parties or as designating any Party to the Agreement as the agent or representative of any other Party to the Agreement for any purpose.

20. No Third-Party Beneficiaries. Notwithstanding any other provision of this Agreement to the contrary, the Parties agree that (i) no individual or entity will be considered, deemed, or otherwise recognized to be a third-party beneficiary of this Agreement; (ii) the provisions of this Agreement are not intended to be for the benefit of any individual or entity other than the Parties; (iii) no other individual or entity will obtain any right to make any claim against the Parties under the provisions of this Agreement; and (iv) no provision of this Agreement will be construed or interpreted to confer third-party beneficiary status on any individual or entity.

21. No Fees. The Community Impact Payments are not "fees for deductions" under Ind. Code § 6-1.1-12.1-14, and this Agreement shall not be construed under such section.

22. Other Agreements. The Company and the City intend to enter into a Community Enhancement Agreement relating to the Project (the "**Community Enhancement Agreement**"). The Parties agree that the provision of the Exemption will be conditioned on the prior execution of the Community Enhancement Agreement by the Parties. For the avoidance of doubt, the condition set forth in the preceding sentence will be satisfied in full as of the date of the Parties' execution of the Community Enhancement Agreement. If the Company defaults under the Community Enhancement Agreement for failure to make the payments required in Section 1.1 of the Community Enhancement Agreement, following the notice and cure period described in Section 5 thereof, the City may, in its sole discretion, suspend the Exemption beginning in the year in which the default occurred and each subsequent year in which the default continues. The Exemption will re-commence in the year after the Company cures such default by making the applicable payment. If such payment is not made within six (6) months of the date such payment was originally due, the Council may, in its sole discretion, terminate this Agreement and the

Exemption pursuant to, and following the notice and cure provisions set forth in, Section 4 of this Agreement, provided that with respect to such notice of termination, the applicable cure period shall be thirty (30) days.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

CITY OF HOBART COMMON COUNCIL

AMAZON DATA SERVICES, INC.

By: _____
Matthew Claussen, President

By: _____

Name: _____

Date: _____

Its: _____

Date: _____

APPROVED BY:
MAYOR, CITY OF HOBART

The Honorable Josh Huddleston, Mayor

Date: _____

Exhibit B to Enterprise Information Technology Exemption Agreement

Exemption Schedule

<u>Year</u>	<u>Exemption Percentage</u>	<u>Community Impact Payment</u>
Years 1-35	100%	\$1,500,000

Exhibit C to Enterprise Information Technology Exemption Agreement

Exemption Claim Form

(Attached)

COMMUNITY ENHANCEMENT AGREEMENT

This COMMUNITY ENHANCEMENT AGREEMENT (this “**Agreement**”) is entered into as of January 7, 2026 (the “**Effective Date**”) by and between AMAZON DATA SERVICES, INC., a Delaware corporation (the “**Company**”), and the CITY OF HOBART, INDIANA, acting through its Mayor (the “**City**”). The Company and the City are each a party hereto (a “**Party**”) and are referred to together herein as the “**Parties**”.

RECITALS

WHEREAS, the City is vitally interested in the economic welfare of the citizens of the City, the creation and maintenance of sustainable jobs for its citizens, and the development of new infrastructure to serve its citizens, and therefore wishes to provide the necessary conditions to stimulate investment in the local economy, promote business, and encourage economic growth and development opportunities;

WHEREAS, the Company is engaged in the development and operation of data centers, including through direct ownership and third-party partners;

WHEREAS, the Company has acquired or intends to acquire and/or lease real property in the City (the “**Project Site**”), as more particularly depicted on Exhibit B attached hereto;

WHEREAS, the Company intends to develop and construct upon the Project Site certain real property improvements and/or facilities to be used as a data center (the “**Project**”);

WHEREAS, the Parties desire to promote the efficiency and welfare of the City and its citizens;

WHEREAS, the Company desires to pay the Contributions (defined below) to the City to support further community and economic development of the City;

WHEREAS, the City desires to improve and enhance the financial condition and welfare of the citizens of the City in accordance with the laws of the State of Indiana and by establishing a special fund to accept the Contributions and tracking distributions therefrom (the “**Fund**”); and

WHEREAS, the City has determined that the Project will have a positive effect on economic development within and otherwise benefit the City, and the City desires to support the Project by providing certain assistance and incentives set forth in (i) a Tax Abatement Agreement – Hobart DevCo Campus by and among Hobart Owner LLC, the City, and the City of Hobart Common Council (the “**Council**”), dated of even date herewith, (ii) a Tax Abatement Agreement – Hobart Tech Park by and among the Company, the City, and the Council, dated of even date herewith, and (iii) an Enterprise Information Technology Exemption Agreement by and among the Company, the City, and the Council, dated of even date herewith (collectively, the “**Incentive Agreements**”).

NOW, THEREFORE, in consideration of their mutual covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Contributions.

- 1.1. In consideration for the City’s incentives and other valuable consideration hereby acknowledged, the Company agrees to make community impact payments to the City as set forth on Exhibit A

(each, a “**Contribution**” and, collectively, the “**Contributions**”). The Contributions shall be directly paid by the Company to the City in accordance with the respective dates set forth on Exhibit A (each, a “**Contribution Date**”). Prior to termination, the Company may, in its sole discretion at any time, pay the unpaid remaining aggregate Contribution amounts. The Company shall provide evidence to the City of the completion of a Contribution no later than sixty (60) days after such Contribution is made. A failure to make the Contributions set forth in this Agreement shall not be considered a default under any other agreement between the Company and the City, including, without limitation, the Incentive Agreements; provided, however, that following a failure by the Company to make the Contributions pursuant to this Agreement, the City may, in its sole discretion, suspend the abatements and incentives to be received by the Company under the Incentive Agreements and/or terminate the Incentive Agreements pursuant to the terms of the Incentive Agreements. Notwithstanding the foregoing, the Company shall not be obligated to make any Contributions to the City until the City has been onboarded as a vendor in the Company’s vendor payment system. The Company hereby acknowledges that the City is relying on the Contributions to support further community and economic development of the City.

- 1.2. The Contributions are to be made for the purpose of raising revenue to be used for the provision of services to City residents or other public or governmental purposes in the City. The Contributions shall be used by the City to improve the quality of life in the City and thereby foster a strong community in which the Project will be located. The Contributions shall not constitute a payment in lieu of any tax, charge, or fee of the City or any other taxing unit and shall be separate from and in addition to any other payments required to be made pursuant to this Agreement or the Incentive Agreements and any regular installments of locally assessed real or personal property taxes, as the same may become due and payable in the ordinary course. Nothing in this Agreement will be construed as a commitment by or expectation of the City to use the Contributions or other funds of the City to build water and sewer infrastructure that may be described in future agreements between the Parties to advance the development of the Project.

2. **Fund Disbursements**. Once any of the Contributions have been made by the Company, the City shall be solely responsible for the disbursement of any amounts from the Fund, and the City hereby agrees to adhere to any and all conflict of interest policies then in effect with respect to such distributions and use of the same. The Company will not be responsible or liable for any use, distribution, or failure to use or distribute the proceeds of any payment made to the City under this Agreement.

3. **Annual Reporting**.

- 3.1. During the term of this Agreement, the Company shall annually submit, by February 1 of each year, to the City a report describing all Contributions made in accordance with this Agreement. In the event the City requests additional information from the Company concerning its compliance with the commitments set forth herein, the Company shall provide the City with adequate written information reasonably responsive to the City’s request within sixty (60) days thereof.
- 3.2. During the term of this Agreement, the City shall annually submit, by February 1 of each year, to the Company a report describing all distributions from the Fund. In the event the Company requests additional information from the City concerning its compliance with the commitments set forth herein, the City shall provide the Company with adequate written information reasonably responsive to the Company’s request within sixty (60) days thereof.
- 3.3. The City acknowledges applicable anti-corruption laws prohibit the paying of bribes to anyone for any reason, whether in dealings with governments or the private sector. The City will not violate or knowingly permit anyone to violate applicable anti-corruption laws prohibition on bribery or

any applicable anti-corruption laws in performing under this Agreement. After compliance with Section 5 hereof, the Company may terminate or suspend performance under this Agreement if the City breaches this Section. The City will maintain true, accurate, and complete books and records concerning any payments made to another party by the City under this Agreement, including on behalf of the Company. The Company and its designated representative may inspect the City's books and records to verify such payments and for compliance with this Section.

4. **Additional Commitments.** The Parties agree to use commercially reasonable efforts regarding the additional commitments set forth on Exhibit C with respect to the Project.

5. **Default.** In the event one party (the "Claiming Party") determines that the other Party (the "Defaulting Party") has failed to satisfy the requirements of this Agreement, the Claiming Party shall notify the Defaulting Party in writing of such default. The Defaulting Party shall have sixty (60) days from the effective date of the notice to cure the reason for default (the "Cure Period"). The Claiming Party may, in its sole discretion, elect to extend the Cure Period. The Claiming Party hereby agrees that any timely cure made or tendered by the Defaulting Party's affiliates shall be deemed to be a cure by the Defaulting Party and shall be accepted or rejected on the same basis as if made or tendered by the Defaulting Party. Following the Cure Period, if a cure does not occur, (i) the Claiming Party shall have all rights and remedies against the Defaulting Party as may be available at law or in equity, including, without limitation, the right to obtain specific performance, to recover damages for any default (excluding any consequential, punitive, or special damages), or to obtain any other remedy consistent with the purposes of this Agreement, and (ii) this Agreement may be terminated, at the Claiming Party's election, upon written notice from the Claiming Party to the Defaulting Party that such default has not been cured within the Cure Period. In no event will (a) either Party be liable for any loss of data, loss of profits, cost of cover, or other special, incidental, consequential, indirect, punitive, exemplary, or reliance damages arising from or in relation to this Agreement, however caused and regardless of theory of liability, (b) the Company's liability for direct damages under this Agreement exceed the total Contributions, and (c) the City's liability for direct damages under this Agreement exceed the total Contributions actually received by the City.

6. **Termination of Agreement.** This Agreement shall automatically terminate and be of no further force and effect upon the completion of Company's responsibilities under Section 1 and the Company's and the City's subsequent reporting requirements in Section 3; provided, however, that notwithstanding anything to the contrary herein, this Agreement shall, in all events, terminate as of March 31 of the year following the payment of Contribution Number 4 (as identified on Exhibit A) (the "Termination Date"), and neither Party shall have any further obligation to the other Party whatsoever hereunder other than those which explicitly survive the expiration or earlier termination of this Agreement.

7. **Public Announcements.** No public announcement or other dissemination of information regarding the terms of this Agreement shall be released or published without the prior written consent of the other Party; provided, that, either Party may make any release or publication as may be required by any regulatory reporting requirements, applicable law, rule, regulation, or order binding on the Party making the disclosure, and, if such Party is so obligated, the disclosing Party shall give prior notice thereof to the other Party, shall cooperate with the other Party to prepare a mutually acceptable disclosure, and shall provide a copy thereof to the other Party contemporaneously with the release or publication. This Section 7 shall survive the expiration or earlier termination of this Agreement.

8. **Conditions Precedent.**

8.1. Notwithstanding any provision to the contrary in this Agreement, and for the avoidance of doubt, the Company's entitlement to any benefit under any other agreement with the City will not be denied on the basis of any alleged default under the terms of this Agreement or of any separate agreement(s)

between or among the Parties, including, without limitation, the Incentive Agreements.

8.2. Upon timely payment of each Contribution in accordance with the terms set forth in this Agreement, the Company will have no further responsibility for the disposition, use, or purposes of any funds paid pursuant to this Agreement.

9. **Miscellaneous.**

9.1. **Entire Agreement.** This Agreement, including any exhibits, contains the entire agreement by and between the Parties concerning the matters set forth herein and supersedes any prior understanding or agreements between the Parties. This Agreement may not be amended or modified except in writing by the Parties. No reference to any other agreement herein will constitute an incorporation of any of the terms of that agreement into this Agreement, except as expressly stated herein, including, without limitation, the Incentive Agreements.

9.2. **Waiver.** No delay or failure by the Parties to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

9.3. **Headings.** The subject headings contained in this Agreement are for reference purposes only and do not in any way affect the meaning or interpretation hereof.

9.4. **Notices.** Any notice, demand, request, or other communication which a Party may be required or may desire to give hereunder shall be in writing, addressed as follows and shall be deemed to have been properly given if hand delivered (effective upon delivery), if sent by reputable overnight courier, charges prepaid (effective the business day following delivery to such courier) or if mailed by United States registered or certified mail, postage prepaid, return receipt requested (effective two (2) business days after mailing):

If to the Company: Amazon Data Services, Inc.
Attention: General Counsel
P.O. Box 81226
Seattle, Washington 98108
Email: contracts-legal@amazon.com, aws-legal-re@amazon.com,
AWS-econ-dev@amazon.com
Fax: (206) 266-7010

If to the City: City of Hobart, Indiana
Attention: Mayor
City of Hobart
414 Main Street
Hobart, Indiana 46342
Email: mayorjosh@cityofhobart.org

With Copy to: City of Hobart, Indiana
Attention: City Attorney
City of Hobart
414 Main Street
Hobart, Indiana 46342
Email: hmccarthy@cityofhobart.org

or at such other address as the Party to be served with notice may have furnished in writing to the Party

seeking or desiring to serve notice as a place for the service of notice. Notices given in any other manner shall be deemed effective only upon receipt.

9.5. Counterparts. This Agreement and any amendments hereof may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument, notwithstanding that all the Parties have not signed the original or the same counterpart. Any counterpart hereof signed by the Party against whom enforcement of this Agreement is sought shall be admissible into evidence as an original hereof to prove the contents hereof.

9.6. Severability. If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid, or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the Parties that if any provision is so held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible that is legal, valid, and enforceable.

9.7. No Joint Venture. Nothing contained in this Agreement will be construed to constitute any party as a joint venturer with the Company or the City or to constitute a partnership between the Company and the City.

9.8. Construction. The Parties acknowledge that each Party and each Party's counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

9.9. No Fees. The Contributions are not "fees for deductions" under Ind. Code § 6-1.1-12.1-14, and this Agreement shall not be construed under such section.

9.10. Authorization. The persons executing and delivering this Agreement on behalf of the Parties represent and warrant to the other Party that such person is duly authorized to act for and on behalf of said Party and execute and deliver this Agreement in such capacity as is indicated below.

9.11. Governing Law. This Agreement is made, and is intended to be performed, in the State of Indiana, and will be construed and enforced in accordance with the laws of the State of Indiana, without reference to its conflict of law rules. Jurisdiction and venue for any litigation arising out of or involving this Agreement will lie in a court of competent jurisdiction in the state and federal courts situated in Lake County, Indiana (or, in the case of the Indiana Tax Court or Indiana appellate courts, Marion County, Indiana). Each Party consents and submits to the jurisdiction of any state or federal court situated in Lake County, Indiana. With respect to any proceeding or action arising out of or in any way related to this Agreement (whether in contract, tort, equity, or otherwise), the Parties knowingly, intentionally, and irrevocably waive their right to trial by jury.

9.12. Assignment. The rights and obligations contained in this Agreement may not be assigned by the Company without the express prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed, except that the Company may assign this Agreement to an affiliate or in connection with any merger, reorganization, restructuring, sale of all or substantially all of the Company's assets, or any similar transaction. The rights and obligations contained in this Agreement may not be assigned by the City.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
[SIGNATURE PAGE(S) TO FOLLOW.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

COMPANY:

AMAZON DATA SERVICES, INC.,
a Delaware corporation

By: _____
Printed: _____
Title: _____

CITY:

CITY OF HOBART, INDIANA

By: _____
Printed: _____
Title: _____

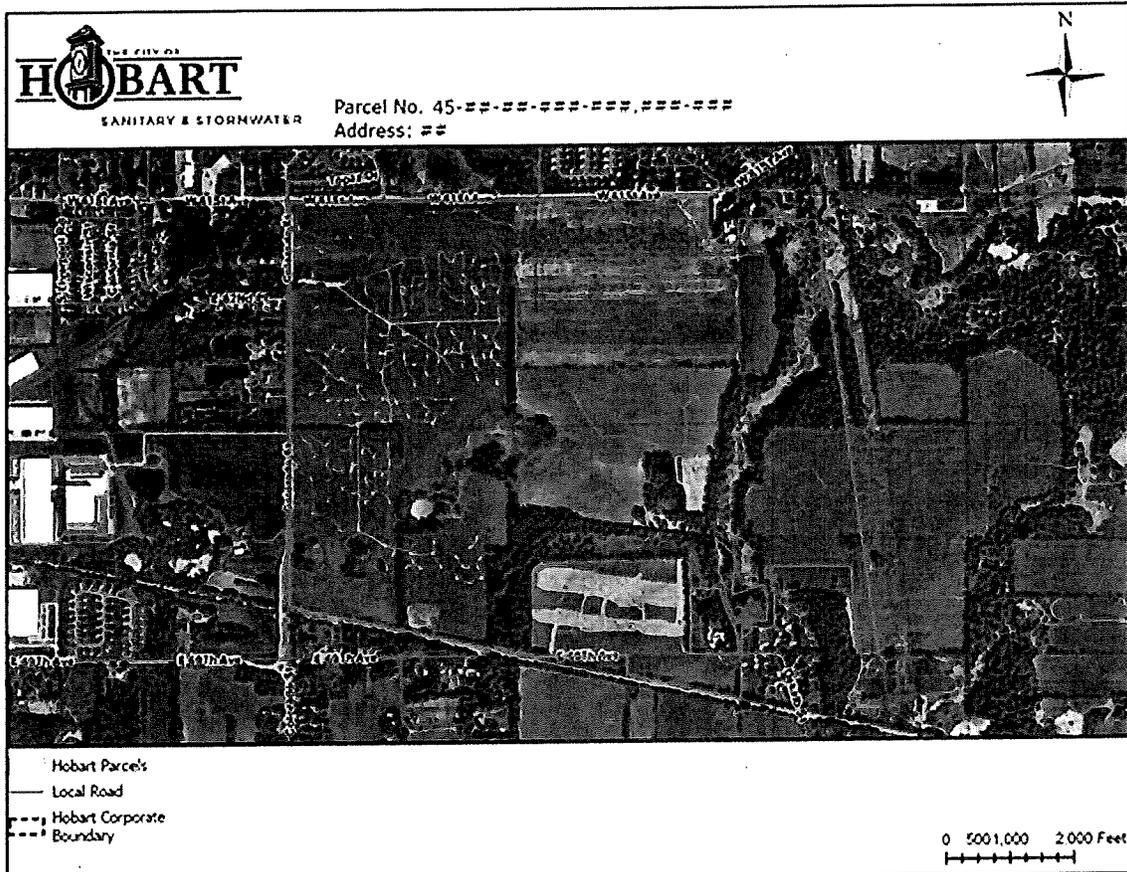
CONFIDENTIAL

EXHIBIT A Contributions

CONTRIBUTION NUMBER	CONTRIBUTION AMOUNT*	PAYMENT DUE DATE
1	\$47,000,000.00	January 31, 2026
2	\$45,000,000.00	The later of (i) thirty (30) days from the commencement of vertical construction of the first shell of the Project, and (ii) December 31, 2026.
3	\$43,000,000.00	The later of (i) thirty (30) days from issuance of the temporary certificate of occupancy for the first three (3) shells of the Project, and (ii) December 31, 2027.
4	\$40,000,000.00	The later of (i) thirty (30) days from issuance of the temporary certificate of occupancy for the first nine (9) shells of the Project, and (ii) December 31, 2028.

* The Contributions listed above shall be reduced by the amount of any Community Impact Payments (as defined in the Incentive Agreements) paid during the corresponding calendar year pursuant to the Incentive Agreements. For example, if \$7,000,000.00 in Community Impact Payments are paid between January 1, 2027 and December 31, 2027, Contribution 3 shall be reduced by \$7,000,000.00 resulting in a net payment of \$36,000,000.00. For the avoidance of doubt, the Contributions listed above shall not be reduced by the amount of any One-Time Community Impact Payment (as defined in the Incentive Agreements).

EXHIBIT B
Project Site



Date Created: 11/25/2025

EXHIBIT C
Additional Commitments

Company Commitments

1. Generator Testing, Commissioning, and Emergency Generator Use. The Company shall be in compliance with the Environmental Protection Agency (EPA) permit associated with the Project.
2. Infrastructure Improvements. The Company will coordinate with the City and applicable state/local agencies to support roadway and utility improvements.
3. Fire Training. The Company shall provide bi-annual fire department training sessions with local and regional fire departments for up to two (2) years.
4. Sustainability. The Company shall utilize sustainable practices, including pollinator-friendly landscaping and water quality protections.
5. Roadway Improvements. The Company shall fund all required pavement restoration, roadway upgrades, and associated improvements necessitated by the Project.
6. Acoustics. Notwithstanding any other provisions of the City's noise ordinance, sound emanating from data center operations on the Property shall not exceed sixty-five (65) dBA when measured at any Project property boundary. The sound level restrictions shall not apply to emergency repairs and maintenance, public utility work, construction of public projects, or temporary backup power generation during utility outages.
7. Vibration. The Project is not expected to generate smoke, vibration, or dust beyond levels customary for industrial construction and operations in the Project area. During construction and development of the Project, Amazon shall implement industry-standard control measures and comply with all applicable Lake County requirements regarding construction activity. The operational characteristics of the data center, including all mechanical equipment, shall be designed and maintained to ensure compatibility with surrounding uses.
8. Construction. A construction mitigation plan will be drafted by the Company (the "**Construction Mitigation Plan**") and submitted for review and concurrence by the City's Planning Director. The Construction Mitigation Plan will address, at minimum, construction traffic control measures, including any mitigation measures to be implemented during weekday morning and afternoon peak travel hours.
9. Responsible Bidding. A contractor or subcontractor of any tier working onsite (excluding companies only providing offsite fabrication, design, engineering, consulting, management, and supervisory services) on the Project at the Project Site shall comply with the applicable requirements of Hobart Municipal Code Sections 33.200 through 33.207 Responsible Bidding Practices and Submission Requirements, or, in the alternate, provide evidence that they are signatory to a current collective bargaining agreement which the City has determined meets the requirements of Hobart Municipal Code Sections 33.200 through 33.207 Responsible Bidding Practices and Submission Requirements. The City shall maintain a list of collective bargaining agreements received by the City which satisfy the Responsible Bidder requirements for the Project.
10. Decommissioning. Upon ceasing of operations at all or any portion of the Project Site, the Company agrees to comply with all applicable land use regulations, zoning ordinances, vacant building ordinances, and State law regarding unused buildings.

City Commitments

1. The City shall assist with property zoning, subdivision, roadway vacations, and other land entitlements required for the Project.
2. The City shall expedite permitting to facilitate Project timelines wherever possible.
3. The City shall apply, in its sole discretion, collected Contributions to designated public benefit uses (e.g., economic development, infrastructure, fire services, parks, education, water quality).

Shared Commitments

1. The Parties agree to mutually exchange and share all traffic modeling, engineering analyses, and planning data as such information becomes available.