

**RESOLUTION NO. 2014-07**

**A RESOLUTION OF THE  
BOARD OF PUBLIC WORKS AND SAFETY OF THE  
CITY OF HOBART, INDIANA, AUTHORIZING THE EXECUTION OF A  
LEASE WITH THE HOBART REDEVELOPMENT AUTHORITY IN  
CONJUNCTION WITH THE ISSUANCE OF THE REDEVELOPMENT  
AUTHORITY LEASE RENTAL REVENUE BONDS OF 2014  
AND CERTAIN RELATED MATTERS**

WHEREAS, the Board of Public Works and Safety of the City of Hobart, Indiana (the "Board of Public Works"), a department of the City of Hobart, Indiana (the "City"), has been created pursuant to Indiana Code 36-4-9, as amended from time to time; and

WHEREAS, the Hobart Redevelopment Authority (the "Authority") intends to issue bonds pursuant to Indiana Code 36-7-14.5-19 to be known as the "Hobart Redevelopment Authority Lease Rental Revenue Bonds of 2014" in the aggregate principal amount not to exceed Five Million Ninety Thousand and 00/100 Dollars (5,090,000) (the "Bonds"), the proceeds of which are to be used to finance the construction of certain local public improvements, consisting of a regional lift station and sanitary sewers and related work, including without limitation, road widening, intersection improvements, traffic signal interconnection, utility relocation, utility and sidewalk installation, wetland mitigation and civil engineering and other related improvements (the "Project"), pay capitalized interest, fund a debt service reserve fund and to pay the costs of issuance of the Bonds; and

WHEREAS, the Authority intends to lease the Project to the Hobart Redevelopment Commission (the "Commission") pursuant to a lease dated as of June 1, 2014, as may be amended from time to time (the "Lease"), between the Authority and the Commission; and

WHEREAS, Indiana Code 36-1-11 generally provides the manner in which a governmental entity may provide for the disposal of property; and

WHEREAS, Indiana Code 36-1-11-8 provides that a transfer of property may be made with a governmental entity upon terms and conditions agreed upon by the entities as evidenced by the adoption of a substantially identical resolution by each entity; and

WHEREAS, on the behalf of the City, the Board of Public Works desires to approve of a lease agreement with the Authority, for the purpose of leasing to the Authority, that portion of the public rights-of-way which will contain a portion of the Project and which are described at Exhibit A attached hereto and incorporated herein (the "Leased Property"); and

WHEREAS, there has been prepared and submitted to the Board of Public Works at this meeting for its approval, a substantially final form of the Lease Agreement dated as of August 1, 2014 (the "Lease Agreement"), between the City and the Authority, pursuant to which the City would lease the Leased Property to the Authority for the purpose of permitting the financing and construction of the Project; and

WHEREAS, the Board of Public Works now desires to approve the form of Lease Agreement presented to the Board of Public Works at this meeting and authorize the execution of the Lease Agreement by the City;

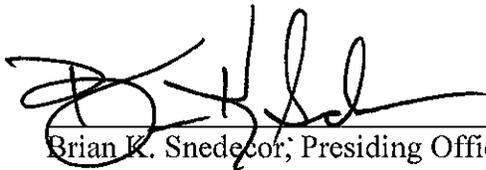
NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF HOBART, INDIANA, AS FOLLOWS:

1. The Board of Public Works hereby approves the Lease Agreement in the form of the Lease Agreement as submitted to this meeting, and authorizes the Mayor and Clerk-Treasurer of the City to execute and attest, respectively, the Lease Agreement in substantially such form, with such further changes as such officers deem proper as evidenced by such officers' execution and attestation thereof.

2. This Resolution shall be in full force and effect after its adoption by the Board.

ADOPTED at a meeting of the Board of Public Works and Safety of the City of Hobart, Indiana, held on September 3rd, 2014.

BOARD OF PUBLIC WORKS AND SAFETY  
OF THE CITY OF HOBART, INDIANA,



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Brian K. Snedecor, Presiding Officer



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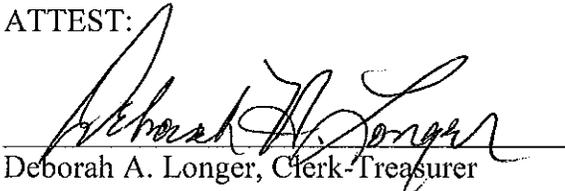
Thomas Ehrhardt, Member



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Rich Lain, Member

ATTEST:



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Deborah A. Longer, Clerk-Treasurer

## EXHIBIT A

### DESCRIPTION OF LEASED PROPERTY

#### Existing Right of Way – 61<sup>st</sup> Avenue

A part of the South Half of Section 1 and a part of the North Half of Section 12, all in Township 35 North, Range 8 West and a part of the South Half of Section 6, Township 35 North, Range 7 West, Lake County, Indiana, more particularly described as follows: All of that portion of the existing right of way of 61<sup>st</sup> Avenue that is bounded on the west by Arizona Street and on the east by Wisconsin Street, being approximately 1.0 miles in length.

#### Existing Right of Way – Arizona Street

A part of the Southeast Quarter of Section 1, Township 35 North, Range 8 West, Lake County, Indiana, more particularly described as follows: All of that portion of the existing right of way of Arizona Street that is bounded on the south by 61<sup>st</sup> Avenue and on the north by Deep River, being approximately 0.3 miles in length.

#### Existing Right of Way – Wisconsin Street

A part of Section 6, Township 35 North, Range 7 West, Lake County, Indiana, more particularly described as follows: All of that portion of the existing right of way of Wisconsin Street that is bounded on the south by 61<sup>st</sup> Avenue and on the north by 10<sup>th</sup> Street, being approximately 0.8 miles in length.

#### Wisconsin Street Future Extension

#### Peddicord Parcel

A part of the West Half of the Southeast Quarter of Section 6, Township 35 North, Range 7 West, Lake County, Indiana and that part of the grantor's land described in Instrument No. 93012302 in the Office of the Recorder of Lake County, lying within the right of way lines depicted on the attached Right of Way Parcel Plat marked Exhibit "B", described as follows: Beginning on the west line of said quarter section, North 0 degrees 51 minutes 28 seconds West (assumed bearing) 673.57 feet (674.06 feet per Instrument No. 2005034325, Office of said Recorder) from the southwest corner of said quarter section, said point of beginning being a northwest corner of the 30.179-acre tract of land described in said Instrument No. 2005034325: thence North 0 degrees 51 minutes 28 seconds West 350.38 feet along said west line to the point designated as "808" on said plat; thence North 87 degrees 36 minutes 59 seconds East 92.20 feet to the point designated as "809" on said plat; thence South 2 degrees 23 minutes 01 second East 349.97 feet to a north line of said 30.179-acre tract, designated as point "3922" on said plat; thence South 87 degrees 27 minutes 11 seconds West 101.53 feet along said north line to the point of beginning and containing 0.779 acres, more or less.

## Engstrom Parcels

### Parcel 32

A part of the Southwest Quarter of Section 6, Township 35 North, Range 7 West, Lake County, Indiana and that part of the grantors' land described in Instrument No. 1990-125178 in the Office of the Recorder of Lake County, lying within the right of way lines depicted on the attached Right of Way Parcel Plat marked Exhibit "B", described as follows: Commencing at the southwest corner of said section, designated as point "700" on said plat; thence North 0 degrees 19 minutes 14 seconds West (assumed bearing) 721.50 feet along the west line of said section to the north corner of the tract of land described in Instrument No. 95052385, office of said recorder; thence South 36 degrees 21 minutes 14 seconds East 456.60 feet along the northeasterly line of said tract to the point of beginning of this description designated as point "786" on said plat; thence North 39 degrees 05 minutes 02 seconds East 95.48 feet to a corner of the grantors' land; thence North 59 degrees 18 minutes 03 seconds East 253.07 feet to the point designated as "819" on said plat; thence North 59 degrees 25 minutes 41 seconds East 200.48 feet to the northwesterly boundary of 61<sup>st</sup> Avenue per Deed Record 1150, page 203 in the office of said recorder, designated as point "821" on said plat; thence South 55 degrees 23 minutes 18 seconds West 306.44 feet along the northwesterly boundary of said 61<sup>st</sup> Avenue to a southeasterly line of the grantors' land; thence South 67 degrees 31 minutes 14 seconds West 149.35 feet along said line to a corner of the grantors' land; thence South 31 degrees 06 minutes 44 seconds West 100.05 feet (100 feet per said Instrument No. 1990-125178) to a corner of the grantors' land; thence North 36 degrees 21 minutes 14 seconds West 14.34 feet along a line of the grantors' land to the point of beginning and containing 0.127 acres, more or less. ....

### Parcel 32A

A part Lot 1 of Rongers Addition, an addition in the Southwest Quarter of Section 6, Township 35 North, Range 7 West, Lake County, Indiana, the plat of which is recorded in Plat Book 100, page 47 in the Office of the Recorder of Lake County, and that part of the grantor's land described in Instrument No. 2007022204 in the office of said recorder, lying within the right of way lines depicted on the attached Right of Way Parcel Plat marked Exhibit "B", described as follows: Beginning at the southeast corner of said Lot; thence South 87 degrees 30 minutes 02 seconds West (assumed bearing) 117.99 feet along the south line of said lot to the southwest corner of said lot; thence North 0 degrees 51 minutes 28 seconds West 13.29 feet along the west line of said lot to the point designated as "787" on said parcel plat; thence Northeasterly 74.40 feet along an arc to the right and having a radius of 1,005.00 feet and subtended by a long chord having a bearing of North 85 degrees 15 minutes 41 seconds East and a length of 74.38 feet to the point designated as "788" on said parcel plat; thence North 87 degrees 22 minutes 56 seconds East 43.75 feet to the east line of said lot; thence South 0 degrees 51 minutes 28 seconds East 16.28 feet to the point of beginning and containing 0.042 acres, more or less.

### Parcel 32 B

A part Lot 1, Block 1 of Engstrom's Addition, an addition in the Southwest Quarter of Section 6, Township 35 North, Range 7 West, Lake County, Indiana, the plat of which is recorded in Plat Book 34, page 27 in the Office of the Recorder of Lake County, and that part of the grantor's land described in Document No. 1990-129621 in the office of said recorder, lying within the right of way lines depicted on the attached Right of Way Parcel Plat marked Exhibit "B", described as follows: Beginning at the northeast corner of said lot; thence South 0 degrees 51 minutes 28 seconds East (assumed bearing) 210.00 feet along the east line of said lot to the southeast corner of said lot; thence South 87 degrees 30 minutes 02 seconds West 32.07 feet along the south line of said lot; thence North 0 degrees 39 minutes 20 seconds West 192.16 feet to the point designated as "826" on said parcel plat; thence North 65 degrees 33 minutes 43 seconds West 39.40 feet to the north line of said lot, designated as point "806" on said parcel plat; thence North 87 degrees 30 minutes 02 seconds East 67.03 feet along the north line of said lot to the point of beginning and containing 0.160 acres, more or less.

### Parcel 32 C

A part of the Southeast Quarter of the Southwest Quarter of Section 6, Township 35 North, Range 7 West, Lake County, Indiana and that part of the grantors' land described in Instrument No. 1990-125178 in the Office of the Recorder of Lake County, lying within the right of way lines depicted on the attached Right of Way Parcel Plat marked Exhibit "B", described as follows: Beginning at the southeast corner of said quarter section; thence North 89 degrees 10 minutes 16 seconds West (assumed bearing) 645.70 feet along the south line of said section to the point designated as "829" on said plat; thence North 0 degrees 39 minutes 20 seconds West 401.95 feet to the point designated as "828" on said plat; thence South 89 degrees 42 minutes 59 seconds East 610.08 feet to the point designated as "827" on said plat; thence North 0 degrees 39 minutes 20 seconds West 223.00 feet to the southwestern line of Engstrom's Addition, the plat of which is recorded in Plat Book 34, page 27 in the office of said recorder; thence South 46 degrees 44 minutes 58 seconds East 46.31 feet along the southwestern line of said addition to the east line of said quarter section; thence South 0 degrees 51 minutes 28 seconds East 599.57 feet along said east line to the point of beginning and containing 6.155 acres, more or less.

Parcel 32 D

A part of "Park" of Engstrom's Addition, an addition in the Southwest Quarter of Section 6, Township 35 North, Range 7 West, Lake County, Indiana, the plat of which is recorded in Plat Book 34, page 27 in the Office of the Recorder of Lake County, lying within the right of way lines depicted on the attached Right of Way Parcel Plat marked Exhibit "B", described as follows: Beginning at the northeast corner of said "Park"; thence South 0 degrees 51 minutes 28 seconds East (assumed bearing) 372.98 feet along the east line of said "Park" to the south corner of said lot; thence North 46 degrees 44 minutes 58 seconds West 46.31 feet along the southwestern line of said "Park"; thence North 0 degrees 39 minutes 20 seconds West 339.83 feet to the north line of said "Park"; thence North 87 degrees 30 minutes 02 seconds East 32.07 feet along said north line to the point of beginning and containing 0.267 acres more or less.

**LEASE AGREEMENT**

**by and between**

**CITY OF HOBART, INDIANA,**

**and**

**HOBART REDEVELOPMENT AUTHORITY**

**Dated as of June 1, 2014**

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## LEASE

This LEASE AGREEMENT ("Lease") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014 (the "Effective Date"), by and between the CITY OF HOBART, INDIANA (the "Lessor"), and the HOBART REDEVELOPMENT AUTHORITY, a body corporate and politic organized and existing under Indiana Code 36-7-14.5 (the "Lessee").

WITNESSETH:

### ARTICLE I

#### DEFINITIONS AND GENERAL PROVISIONS

Section 1.01. Definitions. The terms defined in this Section 1 shall for all purposes of this Lease have the meanings herein specified unless the context otherwise requires.

"Act" means Indiana Code 36-7-14.5, as the same from time to time may be amended or supplemented.

"Authority" means the Hobart Redevelopment Authority, a body corporate and politic organized and existing under the Act, or if said Authority shall be abolished, the authority, board, body, instrumentality or agency succeeding to the principal functions thereof.

"Commission" means the City of Hobart, Indiana, Redevelopment Commission, the governing body of the Hobart Department of Redevelopment and the Redevelopment District of the City of Hobart, Indiana, or if said Commission shall be abolished, the commission, board, body or agency succeeding to the principal functions thereof.

"Commission Lease" shall mean the Lease dated as of June 1, 2014, by and between the Authority and the Commission, as from time to time amended and supplemented in accordance with its terms.

"Lease" shall mean this Lease Agreement as from time to time amended or supplemented by any supplemental agreement or other amendment hereof or supplement hereto.

"Lessee" shall mean the Authority.

"Lessor" shall mean the Hobart Board of Public Works and Safety, on the behalf of the City of Hobart, Indiana.

"Premises" means the real estate described at Exhibit A hereto, upon which the Project is to be completed.

"Project" means the Premises and improvements that are to be constructed thereon by the Authority or its agent which improvements consist of the construction of certain improvements described at Exhibit B hereto, and the related improvements necessary to complete the construction.

"State" shall mean the State of Indiana.

Section 1.02. Interpretations. Unless the context indicates otherwise, words importing the singular number shall include the plural number and words importing the plural number shall include the singular number. The terms "hereof," "herein," "hereby," "hereto," "hereunder" and similar terms mean this Lease.

## ARTICLE II

### LEASE OF PREMISES

Section 2.01. Premises. The Lessor does hereby lease and demise unto Lessee, and Lessee, does hereby take the Premises, subject to the terms, covenants, agreements, provisions, conditions, and limitations hereof, for the Lease Term as described in Section 2.02 hereof, solely to provide for the financing and construction of the Project and subsequent lease of the Project to the Commission pursuant to the Act.

Section 2.02. Term of Lease. The term of this Lease shall commence on the date hereof and shall terminate upon termination of the Commission Lease, but shall not exceed a lease term of Twenty-two (22) years.

## ARTICLE III

### RENTS

Section 3.01. Payment.

(a) Lessee shall pay rent in the amount of One Dollar (\$1.00) annually, payable in advance on or before the Effective Date of this Lease.

(b) All rent reserved herein shall be payable to Lessor at the address for Lessor set forth in Section 5.03 hereof. Lessor reserves the right to change the method and place of payment of rent by notice given to Lessee in the manner herein provided.

## ARTICLE IV

### SUBLETTING

Section 4.01. Subletting. Except as provided in the Commission Lease, neither the Premises nor any portions thereof shall be sublet by the Lessee to, and neither the Premises nor any portions thereof shall be used by, any person (natural or otherwise), unless a representative of the Lessor gives prior written consent. No such subletting shall relieve the Lessee from its obligations to keep and perform all other covenants on its part to be kept and performed under this Lease.

## ARTICLE V

### MISCELLANEOUS

Section 5.01. Power to Agree. The Lessor and Lessee each covenant to the other that the execution and delivery of this Lease has been duly authorized by all necessary action, and that this Lease has been duly executed and delivered, and constitutes a legal, valid and binding agreement in accordance with its terms and provisions.

Section 5.02. Effectiveness. This Lease shall be effective from and after the date hereof, through the date on which this Lease shall terminate in accordance with Section 2.02.

Section 5.03. Notice. All notices required hereunder will be in writing and served by mail or overnight carrier or in person to the persons named below until change of such names or addresses. Lessor shall notify Lessee and Lessee shall notify Lessor promptly, in writing, of change in name or address of the persons named below.

To Lessor: City of Hobart  
Attn: Clerk-Treasurer  
414 Main Street  
Hobart, IN 46342

To Lessee: Hobart Redevelopment Authority  
414 Main Street  
Hobart, IN 46342

Section 5.04. Severability. In case any section or provision of this Lease, or any covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Lease, or any application thereof, is for any reason held to be illegal or invalid, or is at any time inoperable, that illegality, invalidity or inoperability shall not affect the remainder hereof or any other section or provision of this Lease or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Lease, which shall be construed and enforced as if that illegal, invalid or inoperable portion were not contained herein. Any such illegality, invalidity or inoperability of any application shall not affect any legal, valid and operable application, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent from time to time permitted by law.

Section 5.05. Table of Contents; Captions. The Table of Contents included with this Lease and the captions included throughout this Lease are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

Section 5.06. Governing Law. This Lease shall be construed according to, and subject to, the laws of the State.

Section 5.07. Successors and Assigns. The rights and obligations of either party under this Lease shall not be assignable by such party without the prior written consent of the other party. This Lease shall inure to the benefit and shall be binding upon the respective successors and permitted assigns of the parties. Nothing herein expressed or implied is intended to confer upon any person, other than the parties or their respective successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Lease.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their duly authorized officers as of the day and year first hereinabove set forth.

CITY OF HOBART, INDIANA

By: \_\_\_\_\_  
Brian K. Snedecor, Mayor

ATTEST:

By: \_\_\_\_\_  
Deborah A. Longer, Clerk-Treasurer

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their duly authorized officers as of the day and year first hereinabove set forth.

HOBART REDEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Joshua Huddleston, President

ATTEST:

By: \_\_\_\_\_  
Sam Hicks, Secretary

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF LAKE        )

Before me, the undersigned, a Notary Public in and for said State, personally appeared Brian K. Snedecor and Deborah A. Longer, personally known by me to be the Mayor and Clerk-Treasurer, respectively, of the City of Hobart, Indiana, and acknowledged the execution of the foregoing Lease for an on behalf of the City of Hobart, Indiana.

WITNESS my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

(SEAL)

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
(Printed Signature)

My commission expires: \_\_\_\_\_

I am a resident of \_\_\_\_\_ County, Indiana.

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF LAKE        )

Before me, the undersigned, a Notary Public in and for said State, personally appeared Joshaua Huddlestun and Sam Hicks, personally known by me to be the President and Secretary-Treasurer, respectively, of the Hobart Redevelopment Authority, and acknowledged the execution of the foregoing Lease for an on behalf of said Authority.

WITNESS my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

(SEAL)

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
(Printed Signature)

My commission expires: \_\_\_\_\_

I am a resident of \_\_\_\_\_ County, Indiana.

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law." Randolph R. Rompola

This instrument was prepared by Randolph R. Rompola, Faegre Baker Daniels, LLP, 202 South Michigan Street, Suite 1400, South Bend, Indiana 46601.

## **EXHIBIT A**

### **Legal Description of Premises**

#### **Existing Right of Way – 61<sup>st</sup> Avenue**

A part of the South Half of Section 1 and a part of the North Half of Section 12, all in Township 35 North, Range 8 West and a part of the South Half of Section 6, Township 35 North, Range 7 West, Lake County, Indiana, more particularly described as follows: All of that portion of the existing right of way of 61<sup>st</sup> Avenue that is bounded on the west by Arizona Street and on the east by Wisconsin Street, being approximately 1.0 miles in length.

#### **Existing Right of Way – Arizona Street**

A part of the Southeast Quarter of Section 1, Township 35 North, Range 8 West, Lake County, Indiana, more particularly described as follows: All of that portion of the existing right of way of Arizona Street that is bounded on the south by 61<sup>st</sup> Avenue and on the north by Deep River, being approximately 0.3 miles in length.

#### **Existing Right of Way – Wisconsin Street**

A part of Section 6, Township 35 North, Range 7 West, Lake County, Indiana, more particularly described as follows: All of that portion of the existing right of way of Wisconsin Street that is bounded on the south by 61<sup>st</sup> Avenue and on the north by 10<sup>th</sup> Street, being approximately 0.8 miles in length.

#### **Wisconsin Street Future Extension**

#### **Peddicord Parcel**

A part of the West Half of the Southeast Quarter of Section 6, Township 35 North, Range 7 West, Lake County, Indiana and that part of the grantor's land described in Instrument No. 93012302 in the Office of the Recorder of Lake County, lying within the right of way lines depicted on the attached Right of Way Parcel Plat marked Exhibit "B", described as follows: Beginning on the west line of said quarter section, North 0 degrees 51 minutes 28 seconds West (assumed bearing) 673.57 feet (674.06 feet per Instrument No. 2005034325, Office of said Recorder) from the southwest corner of said quarter section, said point of beginning being a northwest corner of the 30.179-acre tract of land described in said Instrument No. 2005034325: thence North 0 degrees 51 minutes 28 seconds West 350.38 feet along said west line to the point designated as "808" on said plat; thence North 87 degrees 36 minutes 59 seconds East 92.20 feet to the point designated as "809" on said plat; thence South 2 degrees 23 minutes 01 second East 349.97 feet to a north line of said 30.179-acre tract, designated as point "3922" on said plat; thence South 87 degrees 27 minutes 11 seconds West 101.53 feet along said north line to the point of beginning and containing 0.779 acres, more or less.

## Engstrom Parcels

### Parcel 32

A part of the Southwest Quarter of Section 6, Township 35 North, Range 7 West, Lake County, Indiana and that part of the grantors' land described in Instrument No. 1990-125178 in the Office of the Recorder of Lake County, lying within the right of way lines depicted on the attached Right of Way Parcel Plat marked Exhibit "B", described as follows: Commencing at the southwest corner of said section, designated as point "700" on said plat; thence North 0 degrees 19 minutes 14 seconds West (assumed bearing) 721.50 feet along the west line of said section to the north corner of the tract of land described in Instrument No. 95052385, office of said recorder; thence South 36 degrees 21 minutes 14 seconds East 456.60 feet along the northeasterly line of said tract to the point of beginning of this description designated as point "786" on said plat; thence North 39 degrees 05 minutes 02 seconds East 95.48 feet to a corner of the grantors' land; thence North 59 degrees 18 minutes 03 seconds East 253.07 feet to the point designated as "819" on said plat; thence North 59 degrees 25 minutes 41 seconds East 200.48 feet to the northwesterly boundary of 61<sup>st</sup> Avenue per Deed Record 1150, page 203 in the office of said recorder, designated as point "821" on said plat; thence South 55 degrees 23 minutes 18 seconds West 306.44 feet along the northwesterly boundary of said 61<sup>st</sup> Avenue to a southeasterly line of the grantors' land; thence South 67 degrees 31 minutes 14 seconds West 149.35 feet along said line to a corner of the grantors' land; thence South 31 degrees 06 minutes 44 seconds West 100.05 feet (100 feet per said Instrument No. 1990-125178) to a corner of the grantors' land; thence North 36 degrees 21 minutes 14 seconds West 14.34 feet along a line of the grantors' land to the point of beginning and containing 0.127 acres, more or less. ....

### Parcel 32A

A part Lot 1 of Rongers Addition, an addition in the Southwest Quarter of Section 6, Township 35 North, Range 7 West, Lake County, Indiana, the plat of which is recorded in Plat Book 100, page 47 in the Office of the Recorder of Lake County, and that part of the grantor's land described in Instrument No. 2007022204 in the office of said recorder, lying within the right of way lines depicted on the attached Right of Way Parcel Plat marked Exhibit "B", described as follows: Beginning at the southeast corner of said Lot; thence South 87 degrees 30 minutes 02 seconds West (assumed bearing) 117.99 feet along the south line of said lot to the southwest corner of said lot; thence North 0 degrees 51 minutes 28 seconds West 13.29 feet along the west line of said lot to the point designated as "787" on said parcel plat; thence Northeasterly 74.40 feet along an arc to the right and having a radius of 1,005.00 feet and subtended by a long chord having a bearing of North 85 degrees 15 minutes 41 seconds East and a length of 74.38 feet to the point designated as "788" on said parcel plat; thence North 87 degrees 22 minutes 56 seconds East 43.75 feet to the east line of said lot; thence South 0 degrees 51 minutes 28 seconds East 16.28 feet to the point of beginning and containing 0.042 acres, more or less.

### Parcel 32 B

A part Lot 1, Block 1 of Engstrom's Addition, an addition in the Southwest Quarter of Section 6, Township 35 North, Range 7 West, Lake County, Indiana, the plat of which is recorded in Plat Book 34, page 27 in the Office of the Recorder of Lake County, and that part of the grantor's land described in Document No. 1990-129621 in the office of said recorder, lying within the right of way lines depicted on the attached Right of Way Parcel Plat marked Exhibit "B", described as follows: Beginning at the northeast corner of said lot; thence South 0 degrees 51 minutes 28 seconds East (assumed bearing) 210.00 feet along the east line of said lot to the southeast corner of said lot; thence South 87 degrees 30 minutes 02 seconds West 32.07 feet along the south line of said lot; thence North 0 degrees 39 minutes 20 seconds West 192.16 feet to the point designated as "826" on said parcel plat; thence North 65 degrees 33 minutes 43 seconds West 39.40 feet to the north line of said lot, designated as point "806" on said parcel plat; thence North 87 degrees 30 minutes 02 seconds East 67.03 feet along the north line of said lot to the point of beginning and containing 0.160 acres, more or less.

### Parcel 32 C

A part of the Southeast Quarter of the Southwest Quarter of Section 6, Township 35 North, Range 7 West, Lake County, Indiana and that part of the grantors' land described in Instrument No. 1990-125178 in the Office of the Recorder of Lake County, lying within the right of way lines depicted on the attached Right of Way Parcel Plat marked Exhibit "B", described as follows: Beginning at the southeast corner of said quarter section; thence North 89 degrees 10 minutes 16 seconds West (assumed bearing) 645.70 feet along the south line of said section to the point designated as "829" on said plat; thence North 0 degrees 39 minutes 20 seconds West 401.95 feet to the point designated as "828" on said plat; thence South 89 degrees 42 minutes 59 seconds East 610.08 feet to the point designated as "827" on said plat; thence North 0 degrees 39 minutes 20 seconds West 223.00 feet to the southwestern line of Engstrom's Addition, the plat of which is recorded in Plat Book 34, page 27 in the office of said recorder; thence South 46 degrees 44 minutes 58 seconds East 46.31 feet along the southwestern line of said addition to the east line of said quarter section; thence South 0 degrees 51 minutes 28 seconds East 599.57 feet along said east line to the point of beginning and containing 6.155 acres, more or less.

Parcel 32 D

A part of "Park" of Engstrom's Addition, an addition in the Southwest Quarter of Section 6, Township 35 North, Range 7 West, Lake County, Indiana, the plat of which is recorded in Plat Book 34, page 27 in the Office of the Recorder of Lake County, lying within the right of way lines depicted on the attached Right of Way Parcel Plat marked Exhibit "B", described as follows: Beginning at the northeast corner of said "Park"; thence South 0 degrees 51 minutes 28 seconds East (assumed bearing) 372.98 feet along the east line of said "Park" to the south corner of said lot; thence North 46 degrees 44 minutes 58 seconds West 46.31 feet along the southwestern line of said "Park"; thence North 0 degrees 39 minutes 20 seconds West 339.83 feet to the north line of said "Park"; thence North 87 degrees 30 minutes 02 seconds East 32.07 feet along said north line to the point of beginning and containing 0.267 acres more or less.

## **EXHIBIT B**

### **Description of Project**

Construction of certain local public improvements, consisting of a regional lift station and sanitary sewers and related work, including without limitation, road widening, intersection improvements, traffic signal interconnection, utility relocation, utility and sidewalk installation, wetland mitigation and civil engineering and other related improvements.