



AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING
MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS
TUESDAY, NOVEMBER 12, 2024 at 4:00 P.M.

THIS MEETING WILL BE HELD IN-PERSON & ELECTRONICALLY VIA WEBEX

To join, go

<https://signin.webex.com/join>

enter **2318 632 1920** as the event number and **RDC11** as the event password.

To join by phone, call **1-415-655-0001**, enter **2318 632 1920##**

*Press *6 to unmute telephone*

Comments and questions may be submitted via the WebEx app during the meeting, or may be submitted to adam.fann@coei.org prior to the meeting.

1. Call to Order
2. Approval of Minutes
 - October 8, 2024 Regular Meeting Minutes
3. New Business
 - a) Open Bids
 - b) 420 South Second Street Lease
 - Approve lease agreement with Addiction Recovery Centers of Indiana, Inc.
 - c) Accept transfer of Property Adjacent to Lundquist-Bicentennial
 - Accept transfer of real property from the City of Elkhart Department of Parks and Recreation to Redevelopment.
 - d) LaCasa River Vista Parcels
 - Approve purchase agreement for South Main and River Vista parcels and appropriate \$46,800 from Downtown Allocation Area No. 1 Special Fund and

\$25,600 from Consolidated South Elkhart Economic
Development/Redevelopment Area Allocation Special Fund.

e) **Grove Court Property**

- Accept offer from Abrams and approve purchase agreement for vacant lot on Grove Court.

f) **Airport Hanger**

- Approve hanger reimbursement and appropriate \$275,000 from Aeroplex Allocation Area Special Fund to reimburse the City for expenditures.

g) **Juke Proposal**

- Approve employment of consultant to provide collaborative assistance on music town programs and appropriate \$75,000 divided amongst TIFs.

h) **TIF Spending Plans**

- Approve 2025 Spending Plan

4. **Staff Updates**

5. **Other Business**

- a) Warrick and Boyn Invoice
- b) TIF Report

9. **Public Comment**

10. **Adjournment**



City of Elkhart
Redevelopment Commission

REGULAR MEETING
ELKHART REDEVELOPMENT COMMISSION
LOCATION: CITY HALL, 2ND. FLOOR, COUNCIL CHAMBERS
Tuesday, October 8, 2024
4:00 p.m.

PRESENT: Dina Harris, Gerry Roberts, Sandi Schreiber, Wes Steffen, Willie Brown, Gary Boyn, Sherry Weber (Recording Secretary), Mike Huber, Jacob Wolgamood, Mary Kaczka, Joshua Hofer, Ambrose Kamy and Greg Balsano (Baker Tilly)

PRESENT BY WEBEX: Chris Pottratz, Adan Fann, Corinne Straight and Erin Koons

CALL TO ORDER

This meeting was held in-person, telephonically, and virtually through WEBEX. The meeting was called to order at 4:03 p.m. by Ms. Schreiber, President.

AMENDMENT TO THE AGENDA

Ms. Schreiber asked for a motion to amend the agenda for October 8, 2024. Moved by Ms. Harris. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved.

APPROVAL OF REGULAR MEETING MINUTES

Ms. Schreiber asked for a motion to approve the September 10, 2024 Regular Meeting Minutes. Moved by Mr. Steffen. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved.

NEW BUSINESS

A. OPENING OF BIDS

Adam Fann addressed the commission stating we did receive two bids for the parcels we offered for sale last month (one bid for each parcel). We will cover those later in the agenda.

B. ANNUAL TIF REPORT FROM BAKER TILLY

Mr. Mike Huber introduced Greg Balsano from Baker Tilly who addressed the commission, presented on the Elkhart, Indiana Redevelopment Commission Tax Increment Report and answered questions. Ms. Schreiber asked for a motion to accept the report as presented and place it of record. Moved by Ms. Harris. Seconded by Mr. Roberts. Voice vote, all in favor. Motion approved.

C. OFFER TO BUY RIVER VISTA LOTS

Mr. Adam Fann addressed the commission and answered their questions. Ms. Schreiber asked for a motion approve entering into negotiations with LaCasa to buy River Vista lots and present this at a future meeting. Moved by Ms. Harris. Seconded by Mr. Roberts. Voice vote, all in favor. Motion approved.

D. ACCEPTANCE OF 17 TAX SALE PARCELS FROM BOARD OF PUBLIC WORKS (BPW)

Mr. Adam Fann addressed the commission and answered their questions. Ms. Schreiber asked for a motion to accept the 17 tax sale parcels from the Board of Works in the form of a quick claim deed. Moved by Mr. Steffen. Seconded by Mr. Roberts. Voice vote, all in favor. Motion approved.

E. 930 SOUTH MAIN BARRIERS

Mr. Jacob Wolgamood addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the installation of wood posts barrier at 930 South Main with cost not to exceed \$874.40 and appropriate those funds from the Consolidated South Elkhart Economic Development Allocation Area Special Fund. Moved by Ms. Harris. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved.

F. OFFER LETTER FOR GROVE COURT

Mr. Adam Fann addressed the commission and answered their questions. Ms. Schreiber asked for a motion to accept the offer on Grove Court for \$200 and approve the purchase agreement as submitted. Moved by Mr. Roberts. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

G. INDIANA AVE VACANT LAND

Mr. Adam Fann addressed the commission and answered their questions. Ms. Schreiber asked for a motion to accept the offer from Juan Quezada and Sandra DePatriz to purchase Indiana Avenue property, approve the terms and conditions of purchase agreement and authorize its execution all of which is the total consideration for the exchange of properties. Moved by Mr. Roberts. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved.

H. ISSUANCE OF RFI FOR EAST WINDSOR AVENUE SIDEWALK

Mr. Jacob Wolgamood addressed the commission and answered their questions. Ms. Schreiber asked for a motion to authorize the issuance of a request for information (RFI) for the East Windsor Avenue sidewalk site. Moved by Mr. Roberts. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

I. BROKERAGE SERVICES

Mr. Adam Fann addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the employment of Realtor Group Resources to provide services listed in the contract, approving the form of contract and appropriate \$5,000 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund. Moved by Ms. Harris. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved.

J. FREIGHT STREET PROPERTY DEMOLITION

Mr. Jacob Wolgamood addressed the commission and answered their questions. Ms. Schreiber asked for a motion to authorize staff to seek bids for the Freight Street property demolition project. Moved by Mr. Brown. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

K. CDBG PROGRAM YEAR 24 SUBRECIPIENT AGREEMENT

Ms. Mary Kaczka addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the subrecipient agreement with Council on Aging of Elkhart County. Moved by Ms. Harris. Seconded by Mr. Brown. Voice vote all in favor. Motion approved.

Ms. Mary Kaczka addressed the commission and answered their questions. Ms. Schreiber asked for a motion to appropriate CDBG grant to Tolson of \$10,000 for ADA playground equipment, to LaCasa for \$49,500 for homebuyers program and to LaCasa for \$60,000 to rehab of 516 South Main and appropriate the total sum of \$119,500 from CDBG funds for program year 2024. Moved by Mr. Roberts. Seconded by Mr. Brown. Voice vote all in favor. Motion approved.

L. 2025 RDC MEETING SCHEDULE

Ms. Schreiber asked for a motion to approve the 2025 Redevelopment Commission meeting schedule for the commission meetings and the pre-agenda meetings. Moved by Mr. Brown. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

M. SECOND AMENDMENT TO SHOPPING CENTER LEASE AGREEMENT

Ms. Mark Kaczka addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the second amendment to PQH Wireless, Inc. lease agreement reflecting their address is now 138 W. Hively Avenue, Suite 3, Elkhart, IN 46517. Moved by Mr. Roberts. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

STAFF UPDATES

Mr. Adam Fann addressed the commission with updates on projects around the city

- Roundhouse – About 65% done with the project. EPA has removed roughly 39,000 tons of soil so far. Plan to be done by the end of the month.
- State Road 19 – Mid to late October completion of north point to CR 4. Landscaping has started. Looking for November installation for the signs that will be facing the toll road.
- 1101 Beardsley – Working through some documents and waiting on approvals through EPA and IFA

OTHER BUSINESS

Ms. Schreiber asked for a motion to approve the Warrick and Boyn invoice in the sum of \$25,309.41. Moved by Mr. Roberts. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

The commissioners have the TIF Report.

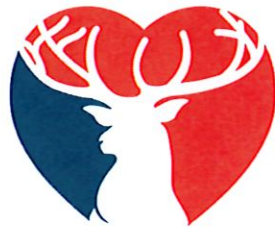
PUBLIC COMMENT

No one from the public was there at address the Commission.

ADJOURNMENT

There being no further discussion, Ms. Schreiber asked for a motion to adjourn the meeting. It was moved by Mr. Brown. Seconded by Mr. Roberts. Voice vote, all in favor. Motion approved. The meeting adjourned at 4:53 p.m. Next meeting is on Tuesday, November 12, 2024 at 4:00 p.m. in Council Chambers.

Sandra Schreiber, President



City of Elkhart
Redevelopment Commission

Elkhart Redevelopment Commission
Pre-Agenda Meeting Summary
For October 4, 2024

PRESENT: Dina Harris, Sandi Schreiber, Wes Steffen, Gary Boyn, Adam Fann
Jacob Wolgamood, Sherry Weber, and Mary Kaczka.

PRESENT BY WEBEX: Chris Pottratz, Willie L. Brown, and Mary Lou Timmons

The Commission reviewed each agenda item and staff explained the status of each matter to date and the need for and purpose of the proposed Resolution to be acted upon at the upcoming Elkhart Redevelopment Commission meeting on October 8, 2024.

RESOLUTION NO. 24-R-072

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING 420 S. SECOND ST. LEASE

Whereas, The Commission owns the real estate commonly referred to as 420 S. Second Street in the City of Elkhart (the "Real Estate"), currently occupied by Addiction Recovery Centers of Indiana, Inc. ("ARC"); and

Whereas, the current lease expired at the end of August, and ARC desires to lease the Real Estate from the Commission on a month to month basis as of September 1, 2024, until the Commission is ready to begin redevelopment activities thereon, pursuant to the terms of the Lease Agreement attached hereto (the "Lease Agreement"); and

Whereas, the Commission has reviewed the Lease Agreement and believes it is in the best interest of the City and its inhabitants to enter into the Lease Agreement in accordance with the terms thereof.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the lease of the Real Estate to ARC on the terms set forth in the attached Lease Agreement.
2. The Officers of the Commission are hereby authorized to execute and deliver the Lease Agreement and such other documents as they deemed proper, and to do all acts which they deem necessary and desirable in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 12th DAY OF NOVEMBER 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

LEASE AGREEMENT

THIS AGREEMENT, made and entered into by and between City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission, hereinafter called Landlord, and Addiction Recovery Centers of Indiana, Inc., hereinafter called Tenant, WITNESSETH:

FOR AND IN CONSIDERATION of the conditions, covenants, and agreements hereinafter contained, Landlord and Tenant do hereby agree as follows:

1. Lease of Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the following described real estate situated in the County of Elkhart and State of Indiana, to-wit:

See Exhibit A

together with any and all improvements, fixtures, furniture, furnishings, and other property presently located on said real estate, all of which real estate and other property are hereinafter called the premises, to have and to hold unto said Tenant on a month to month rental basis, commencing on the 1st day of September, 2024. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated at any time by mutual written agreement of Landlord and Tenant.

2. Termination of Agreement. This Agreement shall automatically terminate in the event Tenant fails to pay the advance monthly rent due within five (5) days following the due date. In all other cases, either party may elect to terminate this Agreement upon Sixty (60) days' prior written notice to the other.

3. Payment of Rent. In consideration therefor, Tenant agrees to pay Landlord in advance on the 1st day of each month rental in the amount of \$1,800.00 per month, the first such payment being due and payable on the 1st day of September, 2024, with interest at the rate of Eighteen Percent (18%) per annum upon each installment after the same becomes due and with attorneys' fees in the event of default. All sums due from Tenant hereunder shall be payable without relief from valuation and appraisal laws at the Office of the Controller, Municipal Building, 229 South Second Street, Elkhart, Indiana 46516, or at such other place as Landlord may designate in writing.

4. Security Deposit. Tenant has deposited with Landlord and Landlord acknowledges the receipt of the sum of Two Thousand and No/100 Dollars (\$2,000.00) as security for the full and faithful performance by Tenant of all the conditions, covenants, and agreements, herein contained required to be performed by Tenant. Such sum shall be returned to Tenant upon the expiration of this Agreement, provided Tenant has fully and faithfully performed all of said conditions, covenants, and agreements. To the extent that Tenant has not fully and faithfully performed all of said conditions, covenants, and agreements, Landlord shall apply the security deposit against expenses resulting from such deficiency of performance.

5. Taxes, Assessments and Utilities. Landlord shall pay all real estate taxes and assessments that may be levied against the premises during the term of this Agreement. Tenant shall pay all charges for public utilities services to the premises during the term of this Agreement.

6. Insurance. Landlord agrees to purchase and pay when due all premiums for insurance on the premises against loss by fire and other hazards generally covered by an extended coverage endorsement, in an amount not less than the full replacement value of the premises. Tenant agrees to purchase and pay when due all premiums for a policy of general public liability insurance, covering both Landlord and Tenant from any claims of personal injury or death or loss of property occurring in, on or about the premises, with not less than \$1,000,000.00 combined single limit coverage, and insure its own property located on the premises. All such policies shall name both Landlord and Tenant as insureds, as their respective interests may appear.

7. Landlord's Access to Premises. Tenant agrees that Landlord or its agents shall have the right to enter the premises upon 24 hour advance notice in order to examine the premises, show the premises, or make such repairs, alterations, or improvements as Landlord may deem necessary or desirable; provided no advance notice shall be required in the case of an emergency. Landlord or its agents shall have the right to take onto the premises any and all materials that may be required therefor without constituting an eviction of Tenant in whole or in part, and the rent reserved herein shall not abate while such repairs, alterations or improvements are being made. Landlord may display on the premises notices that the premises are for rent and/or for sale, and Tenant agrees not to disturb such notices in any way.

8. Examination of Premises by Tenant. Tenant has examined the premises prior to the execution of this Agreement and is satisfied with the physical condition of the premises "AS IS", and Tenant's acceptance and taking possession thereof shall be conclusive evidence of his receipt thereof in good order and repair. Tenant agrees and admits that no representations, statement, or warranty, either express or implied, in fact or by law, has been made by or on behalf of Landlord as to the condition or repair of the premises, and Tenant further agrees and admits that no agreement or promise to repair or improve said premises not contained herein has been made by Landlord.

9. Use of Premises by Tenant. Tenant shall use the premises to conduct its client counseling service and as office space and for no other purposes without the express permission of Landlord. Tenant agrees that he shall not use or occupy nor permit the premises or any part thereof to be used or occupied in any unlawful manner, for any unlawful purpose, or in any other manner or for any other purpose which, in the reasonable opinion of Landlord, might be deemed disreputable or may adversely affect the then value, character, or insurability of the premises, said determination to be made, in good faith but conclusively, by Landlord.

10. Quiet Enjoyment of Premises by Tenant. Subject to all laws and ordinances now or hereafter in force regarding zoning and condemnation, Landlord represents that it has the full right, power, and authority to enter into this Agreement for the term herein granted and that the premises may be used by Tenant for the purposes herein set forth. Tenant, upon the full and faithful performance of all the conditions, covenants, and agreements herein contained, shall at all times during the term hereof peaceably and quietly enjoy the use of the premises without any disturbance from Landlord or anyone else claiming by or through Landlord, subject, however to any rights which may be reserved to Landlord herein and to all encumbrances to which this Agreement may be subordinate, if any.

11. Maintenance and Repair of Premises. Tenant agrees to maintain and keep all portions of the premises in good order and repair and in a clean, sightful and healthful condition. Such maintenance and repairs shall be made at Tenant's sole expense and shall be limited to ordinary and routine maintenance, repair, and/or replacement. All extraordinary maintenance, repairs and replacements shall be made by Landlord and at its sole expense and discretion; provided that both parties understand that Landlord's intent is to demolish the building at such time as its redevelopment plans for the premises and adjacent properties are finalized, and

therefore neither party expects the Landlord to invest significant sums repairing or improving the premises.

All Tenant maintenance and repairs shall be made promptly as and when necessary. Upon the termination or expiration of this Agreement in any manner, Tenant agrees to surrender and yield the premises to Landlord in the same condition of repair, cleanliness, and sightliness as at the date of execution of this Agreement, insured loss by fire or other casualty and reasonable wear and tear excepted. Notwithstanding any other clause in this Agreement, if Landlord shall in good faith determine that any maintenance or repair is necessitated as a result of intentional, reckless, or negligent waste or damage to the premises by Tenant, a guest or invitee of Tenant, or any agent or servant of Tenant, Landlord may give written notice to Tenant that he shall be in default under this Agreement at the end of thirty (30) days from the date of said notice, unless the objectionable conditions stated in said notice are repaired at Tenant's expense before the end of said thirty (30) day period; Tenant shall have the obligation to make such maintenance or repair and shall be responsible for the cost of the same.

12. Alteration or Improvement of Premises. Tenant agrees that no alterations, additions, or improvements, to the premises shall be made without the prior written consent of Landlord nor shall Tenant make or cause to be made any alterations, additions, or improvements to the premises which will give rise to any liens, claims, or demands of any nature against Landlord and/or the premises. Any alteration, addition, or improvement made by Tenant after such consent shall have been given and any fixtures installed as part thereof shall, at the option of Landlord, become the property of Landlord upon the termination or expiration of this Agreement, provided, however, that Landlord shall have the right to require Tenant to remove such fixtures and restore the premises at Tenant's expense upon such termination or expiration.

13. Injury to Persons or Property. Tenant agrees that Landlord shall not be liable for any injury to Tenant or any other person occurring in, on, or around the premises. Tenant further agrees that Landlord shall not be liable for damages to Tenant's property or to property of any third person which may be located in, on, or around the premises. Tenant further agrees to indemnify and save Landlord harmless from any and all claims or losses arising out of any default by Tenant hereunder or by injuries to persons or property occurring in, on, or around the premises, including without implied limitation, attorneys' fees and costs of defending any action.

14. Destruction of Premises. In the event that the premises are rendered untenable by fire, windstorm, or other sudden and violent catastrophe, Landlord shall have the option to terminate this Agreement by written notice to the Tenant. During any period when the premises are so judged by Landlord to be untenable, Tenant shall be released from its agreement and obligation to pay rent as herein provided, except that nothing contained herein shall relieve Tenant from liability for rent or damages where such untenable condition results from the carelessness, negligence, or improper conduct of Tenant, a guest or invitee of Tenant, or any agent or servant of Tenant.

15. Default. It is expressly agreed that if Tenant shall not fully and faithfully perform all of the conditions, covenants, and agreements contained herein on its part to be performed, or if the Tenant shall be adjudicated a bankrupt or insolvent according to law or if a receiver is appointed for Tenant or if Tenant shall make an assignment for the benefit of creditors, then Landlord may, at his option, declare the Tenant to be in default and may lawfully re-enter the premises or any part thereof and repossess the same and expel Tenant and those claiming under and through Tenant and remove Tenant's effects; in the event of such re-entry and repossession, this Agreement shall not terminate, but Tenant's obligations and responsibilities under this Agreement shall continue. Upon default by Tenant of any term of this Agreement, Landlord may declare all amounts payable hereunder during the term of this Lease to be immediately due and payable. Tenant hereby pledges and assigns to Landlord all improvements, fixtures, furnishings, equipment, and other property of Tenant which may be placed on or become a part of the premises as security for the payment of all obligations of Tenant under this Agreement, and the lien created by such pledge and assignment shall be in addition to all other rights and remedies to which Landlord may otherwise be entitled. Tenant authorizes Landlord to execute on Tenant's behalf all financing statements which Landlord deems necessary to adequately secure Landlord's interest hereunder.

16. Assignment or Subletting. Tenant agrees that it shall neither sublease the premises or any part thereof nor assign this Agreement or any part hereof either voluntarily or by operation of law without the prior written consent of Landlord. Landlord may assign or transfer this Agreement or any part hereof at any time without the consent of Tenant.

17. Surrender at End of Term; Holding Over. Upon the termination or expiration of this Agreement, Tenant agrees to surrender and return the premises to Landlord in good

condition and repair, insured loss by fire, windstorm, or other sudden and violent catastrophe and reasonable wear and tear excepted, and further agrees to deliver to Landlord the keys to the premises upon said termination or expiration. No holding over by Tenant shall constitute a renewal or extension of the terms of this Agreement except upon written consent of Landlord.

18. Hazardous Substances; Indemnity.

(a) Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises by Tenant, its agents, employees, contractors or invitees, without the prior written consent of Landlord (which Landlord shall not unreasonably withhold as long as Tenant demonstrates to Landlord's reasonable satisfaction that such Hazardous Material is necessary or useful to Tenant's business and will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Material so brought upon or used or kept in or about the Premises). If Tenant breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Premises caused or permitted by Tenant results in contamination of the Premises, or if contamination of the Premises by Hazardous Material otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the lease term as a result of such contamination. This indemnification of Landlord by Tenant includes, without implied limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater on or under the Premises. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises caused or permitted by Tenant results in any contamination of the Premises, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material to the Premises; provided that Landlord's approval of such actions shall first be

obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises.

(b) As used herein, the term “Hazardous Material” means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Indiana or the United States Government. The term “Hazardous Material” includes, without limitation, any material or substance which is (i) defined as a “hazardous substance” under I.C. 13-7-8.7-1 of the Indiana Hazardous Substance Response Trust Fund Act, (ii) petroleum, (iii) asbestos, (iv) designated as a “hazardous substance” pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1317), (v) defined as a “hazardous waste” pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903), (vi) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 *et seq.* (42 U.S.C. §9601), or (vii) defined as a “regulated substance” pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. §6991 *et seq.* (42 U.S.C. §6991).

This paragraph shall survive the termination of this agreement, any renewals hereof and the termination of any renewals.

19. Expenses of Enforcement. Tenant agrees to pay and discharge all reasonable costs, attorneys’ fees, and other expenses that may be incurred by Landlord in enforcing the conditions, covenants and agreements contained herein.

20. Waiver; Entire Agreement; Binding Effect. It is expressly agreed that no waiver or apparent waiver of failure of Landlord to require strict performance of any condition, covenant, or agreement herein contained shall constitute a waiver or shall estop Landlord from enforcing such condition, covenant, or agreement at a later time; it is further expressly agreed that this instrument contains the entire agreement of Landlord and Tenant, and no other condition, covenant, or agreement shall be implied at any time; and it is further expressly agreed by Landlord and Tenant that the conditions, covenants and agreements herein contained shall apply and inure to and be binding upon their respective heirs, executors, administrators, successors, and assigns and that the terms “Landlord” and “Tenant” shall embrace all of the parties hereto irrespective of number or gender.

21. Applicable Law. This Agreement shall be governed by the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement at Elkhart, Indiana, as of the 1st day of September, 2024.

LANDLORD:
City of Elkhart, Indiana
Department of Redevelopment

By: _____
Sandra Schreiber, President
Elkhart Redevelopment Commission

TENANT:
Addiction Recovery Centers of Indiana, Inc.

By: Jan Noble
Jan Noble

EXHIBIT A

TRACT I: A part of the North 1/2 of Lot Numbered 14 as the said Lot is known and designated on the recorded Plat of The First South Addition of the Village (now City) of Elkhart; said Plat being recorded in Deed Record 3, page 291 of the records in the Office of the Recorder of Elkhart County, State of Indiana, and being more particularly described as follows:

Beginning at the Southwest corner of the North 1/2 of said Lot; thence North along the West line thereof, 2.68 feet; thence East, parallel with the South line of said North 1/2 of said Lot, 1.75 feet; thence South parallel with the West line of said Lot, Four tenths (.4) feet; thence East, parallel with the South line of said North 1/2 of said Lot, 64.7 feet; thence South parallel with the West line of said Lot, forty-five hundredths (.45) feet; thence East parallel with the South line of said North 1/2 of said Lot, 56.6 feet; thence South parallel with the West line of said Lot, 1.82 feet to the South line of the North 1/2 of said Lot; thence West along said South line 123.04 feet to the place of beginning.

TRACT II: A part of the South 1/2 of the South 1/2 of Lot Numbered 14 as the said Lot is known and designated on the recorded Plat of The First South Addition of the Village (now City) of Elkhart; said Plat being recorded in Deed Record 3, page 291 of the records in the Office of the Recorder of Elkhart County, State of Indiana, and being more particularly described as follows:

Beginning at the Northwest corner of the South 1/2 of the South 1/2 of said Lot; thence South along the West line thereof five tenths (.5) feet; thence East, parallel with the North line of the South 1/2 of the South 1/2 of said Lot, 1.76 feet; thence North parallel with the West line of said Lot, twenty-five hundredths (.25) feet; thence East parallel with the North line of the South 1/2 of the South 1/2 of said Lot, 41.65 feet; thence North parallel with the West line of said Lot, twenty-five hundredths (.25) feet to the North line of the South 1/2 of the South 1/2 of said Lot; thence West, along the North line, 43.41 feet to the beginning.

TRACT III: The North 1/2 of the South 1/2 of Lot Numbered 14 as the said Lot is known and designated on the recorded Plat of The First South Addition of the Village (now City) of Elkhart; said Plat being recorded in Deed Record 3, page 291 of the records in the Office of the Recorder of Elkhart County, State of Indiana.

RESOLUTION NO. 24-R- 073

**A RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA
ACCEPTING THE TRANSFER OF REAL PROPERTY FROM
THE CITY OF ELKHART DEPARTMENT OF
PARKS AND RECREATION**

Tax Parcel 20-06-05-276-046.000-012

WHEREAS, the Elkhart Redevelopment Commission (the “Commission”), the governing body of the Elkhart, Indiana, Department of Redevelopment (the “Department”) and of the Redevelopment District of the City of Elkhart, Indiana (the “Redevelopment District”), exists and operates under the provisions of I.C. § 36-7-14, as amended from time to time (the “Act”) and is a body corporate and politic; and

WHEREAS, the City of Elkhart, Indiana, Board of Parks and Recreation (the “Board”) has custody of and may maintain all real property owned by the City of Elkhart, Indiana (the “City”) dedicated for City Parks purposes pursuant to I.C. § 36-10-3-3; and

WHEREAS, pursuant to I.C. § 36-1-11-8, the City, acting by and through the Board, may transfer property to another governmental entity upon terms and conditions agreed upon by the two (2) entities as evidenced by the adoption of substantially identical resolutions of each entity; and

WHEREAS, the Department, through the Commission, desires to accept transfer of the Property from the City and to authorize the staff of the Department to accept quitclaim deeds effecting the transfer of the Property and cause those to be presented for recording; and

WHEREAS, the City, by and through the Board, wishes to transfer to the Commission certain parcels of land or interests therein previously acquired by the Board and more particularly described at Exhibit A (the “Property”); and

WHEREAS, the Board has adopted a resolution consistent with the requirement of I.C. § 36-1-11-8.

NOW, THEREFORE, BE IT RESOLVED BY THE ELKHART REDEVELOPMENT COMMISSION AS FOLLOWS:

1. The transfer of the Property, or the City’s interests therein, described at Exhibit A situated in Elkhart County, Indiana, by the City of Elkhart, Indiana, acting by and through its Board of Parks and Recreation, **(Inter-Department)** to the “City of Elkhart, Indiana Department of Redevelopment, a municipal corporation” shall be, and hereby is, authorized and approved.

2. The staff of the Department of Redevelopment shall be, and hereby are, authorized to accept and cause to be recorded with the Elkhart County Recorder’s Office a quit claim deed

transferring the City's interests in the Property described at Exhibit A.

3. This Resolution shall be in full force and effect upon its adoption.

ADOPTED at a meeting of the Elkhart Redevelopment Commission held on _____, 2024, at 229 South Second Street, Elkhart, Indiana 46516.

**CITY OF ELKHART,
DEPARTMENT OF REDEVELOPMENT**

Signature

Sandra Schreiber, President
Printed Name and Title

Elkhart Redevelopment Commission

ATTEST:

Signature

Dina Harris, Secretary
Printed Name and Title

Elkhart Redevelopment Commission

EXHIBIT A

Property to be Transferred

Real Estate in the City and County of Elkhart, State of Indiana, to wit:

The Honorable
Rod Roberson
Mayor

Jamison Czarnecki
Parks Superintendent



Parks & Recreation
1320 Benham Ave.
Elkhart, IN 46516

574.295.7275
Fax: 574.522-7808

MEMO

To: City of Elkhart Board of Parks and Recreation

From: Jamison Czarnecki

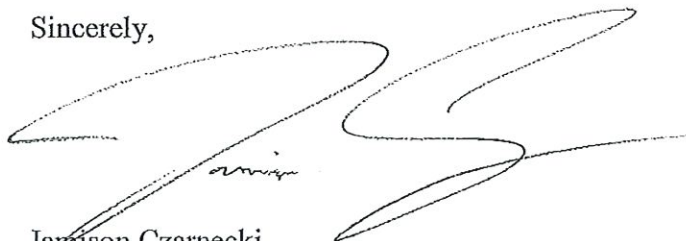
Date: 1-10-24

Re: Transfer of Property to Redevelopment Commission

Dear Members of the Board,

The Parks Department is requesting permission to transfer a parcel of property adjacent to Lundquist-Bicentennial that is owned by the City of Elkhart Board of Parks and Recreation. The transfer of the parcel would go to the City of Elkhart Redevelopment Commission for planned private development in the River District area. Lundquist Bicentennial would be moved from Board of Works and transferred to the Board of Parks and Recreation. This will secure that any future use of Lundquist-Bicentennial would be controlled by the Board of Park and Recreation to preserve the greenspace and utilize for recreational purposes. The parcel number is 20-06-05-276-046.000-012 and I have attached a photo with labels for reference.

Sincerely,



Jamison Czarnecki
Superintendent
City of Elkhart Parks and Recreation

RESOLUTION NO. 24-R- 074

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING PURCHASE
AGREEMENT FOR S. MAIN AND RIVER VISTA PARCELS

Whereas, La Casa of Goshen, Inc. has offered to sell to the Department of Redevelopment, in accordance with IC 36-7-14-19.5, the blighted realty described in Exhibit A of the attached Purchase Agreement (the "Property") for the purchase price of \$67,400, which price does not exceed the greater of the appraisals of the Property obtained by Commission, pursuant to the terms set forth in the Purchase Agreement attached hereto (the "Purchase Agreement"); and

Whereas, the Commission having considered the proposed use and purchase price, and the form and terms of the Purchase Agreement, now finds that the property is needed for redevelopment purposes, and that the proposed use and investment will be of substantial benefit to the Consolidated South Elkhart Economic Development/Redevelopment Area and the Downtown Urban Renewal Area; and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants to approve the purchase price of \$67,400, approve the Purchase Agreement and purchase the real estate in accordance with the terms therein.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission accepts the offer to sell the Real Estate to the Commission at the price of \$67,400 and on the terms set forth in the Purchase Agreement.
2. The Commission approves the terms and conditions of the Purchase Agreement.
3. The Commission appropriates the sum of \$46,800.00 from the Downtown Allocation Area No.1 Special Fund, and the sum of \$25,600.00 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund to cover the purchase price and Commission share of closing costs, with any excess funds to be returned to the appropriate account.
4. The Officers of the Commission are hereby authorized to execute and deliver the Purchase Agreement and all other documents, and do all acts which they deem necessary and appropriate to complete the purchase of the Property.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 12th
DAY OF NOVEMBER 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

PURCHASE AGREEMENT

1. **PARTIES:** On this ____ day of _____, 2024, LaCasa Real Estate Holdings, LLC, an Indiana Limited Liability Company, (“Seller”) agrees to sell and convey to City of Elkhart, Indiana, Department of Redevelopment, a Municipal Corporation, (“Purchaser”) and Purchaser agrees to buy from Seller, the following Property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. **PROPERTY:** The Property consists of fifteen (15) tracts of land situated in the City of Elkhart, Elkhart County, Indiana, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, Seller’s interest in all leases or rents, and security deposits. Seller’s interest in and to all licenses and permits with respect to the Property, and Seller’s interest in all warranties or guaranties relating to the Property being sold; all of the above hereinafter collectively called “Property,” and whose legal description is contained on Exhibit “A” attached hereto and incorporated herein.

3. **PRICE:** The total purchase price shall be Sixty Seven Thousand Four Hundred (\$67,400) (“Purchase Price”), apportioned among the parcels as set forth in Exhibit B hereto payable in accordance with the terms and conditions stated in this Agreement.

4. **EARNEST MONEY:** No earnest money is required.

5. **FINANCING:** This Agreement is not contingent upon financing.

6. **CLOSING:** The closing of the sale (the “Closing Date”) shall take place at Meridian Title Corporation within sixty (60) days from the date hereof, unless extended in writing signed by both parties hereto, with the costs thereof shared equally.

7. **POSSESSION:** The possession of the Property shall be delivered to Purchaser at closing in its present condition, ordinary wear and tear excepted. Seller agrees to maintain the Property and related equipment in good condition until possession is delivered to Purchaser.

8. **INSPECTIONS:** Purchaser has been afforded the option of having the Property inspected, waives such right, affirms that he has conducted his own review of the Property and purchases the same AS IS.

9. **REAL ESTATE TAXES:** All real estate taxes shall be prorated to the date of closing. If the current tax rate has not been established, the prior year rate will be used to compute the proration.

10. **OTHER TAXES:** Seller shall be solely responsible for payment of all outstanding real and personal property, sales, use, and other taxes which are outstanding as of the date of closing.

11. **DISCLOSURE OF LIENS AND CLAIMS:** As of Closing Date, Seller warrants there will be no outstanding judgment, tax or other liens attached to the Property.

12. **INSURANCE:** Insurance shall be canceled as of the Closing Date and the Purchaser shall provide its own insurance.

13. **SURVEY:** Seller will provide Purchaser within fifteen (15) days hereof, a copy of any existing survey of the Property. Seller shall permit Purchaser access to the Property at any time prior to closing to obtain, at Purchaser's expense, any survey for the Property desired by Purchaser.

14. **ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES:**

a. **Definitions:** For purposes of this Contract, the following words and phrases shall have the following meanings:

“Environment” shall mean soil, surface waters, groundwaters, land, stream sediments, surface or subsurface strata, ambient air, and any environmental medium.

“Environmental Condition” shall mean any condition with respect to the Environment on or off the Property, whether or not yet discovered, which could or does result in any damage, loss, cost, expense, claim, demand, order, or liability to or against Seller or Purchaser by any third party (including, without limitation, any government entity), including, without limitation, any condition resulting from the operation of Seller's business and/or the operation of the business of any other property owner or operator in the vicinity of the Property and/or any activity or operation formerly conducted by any person or entity on or off the Property.

“Environmental Law” shall mean any environmental or health and safety-related law, regulation, rule, ordinance, or by-law at the federal, state or local level, whether existing as of the date hereof, or previously in force.

“Permit” shall mean any environmental permit, license, approval, consent, or authorization issued by a federal, state, or local governmental entity.

“Release” shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the Environment.

“Threat of Release” shall mean a substantial likelihood of a Release which requires action to prevent or mitigate damage to the Environment which may result from such Release.

b. Representations and Warranties: Seller represents and warrants to Purchaser such representations and warranties to be true and correct on the date hereof and as of the Closing Date, that:

- (1) Seller, and any other person or entity for whose conduct it is or may be held responsible, has no liability under, has never violated, and is presently in compliance with all Environmental Laws applicable to the Property and any facilities and operations thereon, and, to the best of Seller’s knowledge, there exist no Environmental Conditions with respect to the Property or any facilities or operations thereon;
- (2) Seller, and any other person or entity for whose conduct it is or may be held responsible, has not generated, manufactured, refined, transported, treated, stored, handled, disposed, transferred, produced, or processed any Hazardous Material or any solid waste at the Property, except in compliance with all applicable Environmental Laws, and has no knowledge of the Release or Threat of Release of any Hazardous Material at or in the vicinity of the Property;
- (3) No lien has been imposed on the Property by any governmental agency at the federal, state, or local level in connection with the presence on or off the Property of any Hazardous Material;
- (4) Seller, and any other person or entity for whose conduct it is or may be held responsible, has not: (a) entered into or been subject

to any consent decree, compliance order or administrative order with respect to the Property or any facilities or operations thereon; (b) received notice under the citizen suit provision of any Environmental Law in connection with the Property or any facilities or operations thereon; (c) received any request for information, notice, demand letter, administrative inquiry, or formal or informal complaint or claim with respect to any Environmental Condition relating to the Property or any facilities or operations thereon; or (d) been subject to or threatened with any governmental or citizen enforcement action with respect to the Property or any facilities or operations thereon; and Seller, and any other person or entity for whose conduct it is or may be held responsible, has no reason to believe that any of the above will be forthcoming.

15. **ENVIRONMENTAL INSPECTIONS:** None Required.

16. **TITLE AND SURVEY APPROVAL:** Seller shall deliver to Purchaser within thirty (30) days after acceptance of this purchase agreement, a Commitment for Title Insurance from Meridian Title Corp., in the amount of the Purchase Price to insure in Purchaser a marketable title in fee simple absolute to the Property, subject to the easements and restrictions of record, current zoning laws, and real estate taxes on the Closing Date (the "Commitment") and, at Purchaser's request, legible copies of all recorded instruments affecting the Property recited as exceptions in the Commitment. If Purchaser has an objection to items disclosed in such Commitment or any survey, Purchaser shall promptly make written objection to Seller after receipt of each such instrument. If Purchaser makes such objections or if the objections are disclosed in the Commitment, a survey or by the issuer of the Title Policy, Seller shall have thirty (30) days from the date such objections are disclosed to cure the same, and the Closing Date shall be extended if necessary. Seller agrees to utilize its best efforts and reasonable diligence to cure such objection, if any. If the objections are not satisfied within such time period, Purchaser may (a) terminate this purchase agreement, or (b) waive the unsatisfied objections and close the transaction.

17. **PRORATION AND SPECIAL ASSESSMENTS:** Interest on any debt assumed or taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day prior to the Closing Date. Any special assessments applicable to the Property for municipal improvements previously made to benefit the Property shall be paid by Seller. Purchaser will assume and agree to pay all special assessments for municipal improvements which are completed after the date of this Purchase Agreement.

18. **PURCHASER'S CONDITIONS TO CLOSING:**

a. Purchaser's obligations under this Agreement are expressly conditioned upon the occurrence of the following events:

- (1) The Title Company shall be ready, willing and able to issue the Title Policy in the form required on the Closing Date.
- (2) Seller shall be ready, willing and able to deliver to Purchaser on the Closing Date the fully executed Warranty Deed, in form acceptable to Purchaser and its counsel, as required hereunder.
- (3) The representations and warranties of Seller set forth herein shall have been true and correct when made and as of the Closing Date in all material aspects.
- (4) Any Survey obtained hereunder is in form and substance acceptable to Purchaser.
- (5) The Purchaser shall have received an affidavit of the Seller, sworn to under penalty of perjury, setting forth the Seller's name, address and Federal tax identification number and stating that such Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986 (the "Code"), or, alternatively, if applicable, a statement issued by the Seller and otherwise in the form required by the Code certifying that the Seller was not a "United States real property holding company" within the meaning of the Code at any time during the five years preceding the Closing Date. If, on or before the Closing Date, the Purchaser shall not have received each such affidavit or such statement, the Purchaser

may withhold from the Purchase Price payable pursuant hereto at Closing to Seller such sums as are required to be withheld therefrom under Section 1445 of the Code.

- (6) Purchaser and/or the Title Company shall have received such other documents as, in the opinion of Purchaser's counsel, and the title insurer, are necessary to complete the transactions contemplated by this Agreement, including without limitation a fully executed Indiana Disclosure of Sales form.

b. In the event that satisfaction of any of the conditions described in this Paragraph shall not have timely occurred, Purchaser shall have the option to waive such condition and thereupon remain obligated to perform this Agreement; or terminate this Agreement and receive the Earnest Money Deposit, together with any interest accrued thereon, and any documents previously deposited. Except as otherwise herein specifically provided, upon termination of this Agreement by Purchaser pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

19. **SELLER'S CONDITIONS TO CLOSING:**

a. Seller's obligations under this Agreement are expressly conditioned upon the occurrence of the following events:

- (1) The representations and warranties of Purchaser set forth herein shall have been true and correct when made and as of the Closing Date in all material respects.
- (2) Purchaser shall have delivered to the Closing Agent the Purchase Price on the Closing Date.

b. In the event that satisfaction of any of the conditions described in this paragraph shall not have timely occurred through no fault of Seller, Seller shall have the option to waive such condition and thereupon remain obligated to perform this Agreement; or terminate this Agreement and receive any funds and documents previously deposited. Except as otherwise herein specifically provided, upon termination of this Agreement by Seller pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

20. **SALES EXPENSES:** Seller and Purchaser agree that all sales expenses are to be paid in cash prior to or at the closing.

a. Seller's Expenses. Seller shall be responsible for and pay all costs for the following: 1) releasing existing liens and recording the releases; 2) Owner's Title Policy; 3) one-half (1/2) of any closing fee; 4) preparation of Deed and Vendor's Affidavit; and 5) other expenses stipulated to be paid by Seller under other provisions of this Agreement.

b. Purchaser's Expenses. Purchaser agrees to pay all other recording fees; one-half (1/2) of any closing fee; copies of documents pertaining to restrictions, easements, or conditions affecting the Property; and expenses stipulated to be paid by Purchaser under other provisions of this Agreement.

21. **DEFAULT:** If Purchaser breaches this Agreement and is in default, (a) Seller may seek specific performance or any other remedy provided by law or equity; or (b) Seller may treat this Agreement as being terminated. If Seller, through no fault of Seller, is unable to convey marketable title as required by this Agreement and the defect or defects are not waived by Purchaser, Seller's sole obligation shall be to return promptly any Earnest Money and any sums expended by Purchaser for survey or title evidence; provided, however, Purchaser shall have the right to pay and satisfy any existing liens not otherwise assumed by Purchaser and deduct that amount from the Purchase Price. If Seller refuses to perform as required, Purchaser may pursue all available legal and equitable remedies.

22. **ATTORNEY'S FEES:** Any signatory to this Agreement who is the prevailing party in any legal or equitable proceeding against any other signatory brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

23. **DUTIES OF PURCHASER AND SELLER AT CLOSING:**

a. At the closing, Seller shall deliver to Purchaser, at Seller's sole cost and expense, the following:

- (1) A duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except as permitted herein and/or approved by Purchaser in writing and execute a Vendor's Affidavit;

- (2) An Owner's Policy of Title Insurance (the "Title Policy") issued by a reputable title insurance company chosen by the Seller in the full amount of the Purchase Price, dated as of the closing, insuring Purchaser's fee simple title to the Property to be good and indefeasible subject only to the standard printed exceptions contained in the usual form of the Title Policy;
 - (3) Furnish evidence of its capacity and authority for the closing of this transaction;
 - (4) Seller agrees to provide Purchaser with a certification establishing that no federal income tax is required to be withheld under the Foreign Investment and Real Property Tax Act; and
 - (5) Execute all other necessary documents to close this transaction.
- b. At the closing, Purchaser shall perform the following:
- (1) Pay the cash portion of the Purchase Price in the form of a certified or cashier's check;
 - (2) Furnish evidence of its capacity and authority for the closing of this transaction; and
 - (3) Execute all other necessary documents to close this transaction.

24. **CONDEMNATION:** If prior to Closing Date condemnation proceedings are commenced against any portion of the Property, Purchaser may, at its option, terminate this Agreement by written notice to Seller within ten (10) days after Purchaser is advised of the commencement of condemnation proceedings, or Purchaser shall have the right to appear and defend in such condemnation proceedings, and any award in condemnation shall, at the Purchaser's election, become the property of Seller and reduce the purchase price by the same amount or shall become the property of Purchaser and the Purchase Price shall not be reduced.

25. **CASUALTY LOSS:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In the event any such damage or destruction is not fully repaired prior to closing, Purchaser, at its option, may either (a) terminate this Agreement, or (b) elect to close the transaction, in which event Seller's right to all insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser.

26. **MISCELLANEOUS:**

a. Any notice required or permitted to be delivered hereunder, shall be deemed received when personally delivered or sent by United States mail, postage prepaid, certified and return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth below the signature of such party hereto.

b. During the term of this Agreement, Seller shall entertain no competing offers nor shall he negotiate with any third person or entity for the sale of this Property.

c. Both Purchaser and Seller agree that there are no brokers involved in this Agreement.

d. Purchaser reserves the right to assign his interest in this Agreement to persons or entities of his choice without recourse to the Purchaser. In the event of such assignment, Purchaser shall have no personal liability to the Seller or to any third party on account of this Agreement. In the event of assignment, all Purchaser's rights under this Agreement will transfer to the Assignee.

e. This Agreement shall be construed under and in accordance with the laws of the State of Indiana.

f. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

g. In case of any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

h. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the transaction and cannot be changed except by their written consent.

i. Time is of the essence of this Agreement.

j. Words of any gender used in this Agreement shall be held and constructed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

k. All rights, duties and obligations of the signatories hereto shall survive the passing of title to, or an interest in, the Property.

l. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

“PURCHASER”

City of Elkhart, Indiana Department of
Redevelopment

By: _____
Sandra Schreiber, President

Elkhart Redevelopment Commission
Municipal Building
229 S. Second Street
Elkhart, IN 46516

“SELLER”

LaCasa Real Estate Holdings, LLC

By: _____
, Manager

202 N. College Avenue
Goshen, IN 46526

EXHIBIT A

Real Estate in the City and County of Elkhart, State of Indiana, to Wit:

1. *Tracts located in the Consolidated South Elkhart Economic Development/Redevelopment Area:*

Tract 1

Lot Numbered 1 in Paxson-Fisher's Subdivision of Lots Numbered One Hundred Seventy-eight (178) and One Hundred Seventy-nine (179) Fieldhouse's Fourth Addition to the City of Elkhart, Indiana, as per plat thereof recorded in Plat Book 2, page 42 in the Office of the Recorder of Elkhart County, Indiana.

156 N 6th St.

Tax ID No. 20-06-05-333-001.000-012

Tract 2

Lot Numbered 23A as the said Lot is known and designated on the recorded Replat of Lots Numbered 23 and 24 EXCEPT the West Half of Lot Numbered 24, Dunbar & Pultz Addition, as per plat thereof recorded in Plat Book 27, page 11 in the Office of the Recorder of Elkhart County, Indiana.

416 Washington St.

Tax ID No. 20-06-05-181-029.000-012

Tract 3

Part of Lot Numbered One Hundred Sixty-nine (169) as the said Lot is known and designated on the recorded plat of Fieldhouse's Fourth Addition to the City of Elkhart, Indiana, said plat being recorded in Deed Record 93, page 180 in the Office of the Recorder of Elkhart County, Indiana, more particularly described as follows:

Beginning at the Northeast Corner of said Lot; thence Southeastwardly along the East line of said Lot, forty-one (41) feet; thence Westwardly parallel to the North line of said Lot to the St. Joseph River; thence up said River to the North line of said Lot; thence East along the North line of said Lot to the place of beginning.

Also, the South half (S 1/2) of the vacated alley lying between Lot Numbered One Hundred Sixty-nine (169) and Lot Numbered One Hundred Ninety-one (191) in said Addition.

111 N 6th St.

Tax ID No. 20-06-05-307-016.000-012

Tract 4

The East One-Half (E 1/2) of the North One-Half (N 1/2) of Lot Numbered Thirty-Three (33) as the said Lot is known and designated on the recorded Plat of Dunbar's Addition to the City of Elkhart, Indiana; said Plat being recorded in Deed Record 31, page 258, in the Office of the Recorder of Elkhart County, Indiana.

517 W. Washington St.

Tax ID No. 20-06-05-161-005.000-012

Tract 5

The West One-Half (W 1/2) of the North One-Half (N 1/2) of Lot Numbered Thirty-three (33) as the said Lot is known and designated on the recorded Plat of Dunbar's Addition to the City of Elkhart, Indiana; said Plat being recorded in Deed Record 31, page 258, in the Office of the Recorder of Elkhart County, Indiana.

517 W. Washington St. adjacent Tax ID No. 20-06-05-161-004.000-012

Tract 6

Lot Numbered Two Hundred (200) as the said Lot is known and designated on the recorded Plat of Fieldhouse's Fifth Addition to the City of Elkhart as per plat thereof recorded in Deed Record 95, page 570 in the Office of the Recorder of Elkhart County, Indiana.

165 N. 6th St. Tax ID No. 20-06-05-306-020.000-012

Tract 7

The West One-Half (W 1/2) of Lot Number Twenty-six (26) as the said Lot is known and designated on the recorded Plat of Dunbar's Addition to the Village (now City) of Elkhart, said Plat being Recorded in Deed Record 31, page 258, in the Office of the Recorder of Elkhart County, Indiana.

512 W. Washington St. Tax ID No. 20-06-05-181-005.000-012

Tract 8

The East One-Half (1/2) of Lot Number Twenty-six (26) as the said Lot is known and designated on the recorded Plat of Dunbar's Addition to the Village (now City) of Elkhart County, Indiana.

508 W. Washington St. Tax ID No. 20-06-05-181-006.000-012

Tract 9

The following described Real Estate located in Elkhart County, in the State of Indiana:
Lot Number Twenty-four (24A) as the said Lot is known and designated on the Recorded Plat of Replat of Lots 23 and 24, except the West Half of Lot 24, Dunbar and Pultz Addition; said Plat being recorded in Plat Book 27, page 11, in the Office of the Recorder of Elkhart County, Indiana.

422 W. Washington St. Tax ID No. 20-06-05-181-030.000-012

Tract 10

Lot Numbered One Hundred Fifty-one (151) as the said Lot is known and designated on the recorded Plat of Fieldhouse's Fourth Addition to the City of Elkhart, as per plat thereof recorder in Plat Book 1, page 128, in the Office of the Recorder of Elkhart County, Indiana.

141 N. 5th St. Tax ID No. 20-06-05-333-015.000-012

Tract 11

The East Half of Lots Numbered One Hundred Thirty (130) and One Hundred Thirty-one (131) and 40 feet in width off the East side of Lot Numbered One Hundred Twenty-nine (129) as the said Lots are known and designated on the recorded Plat of Fieldhouse's Fourth Addition to the City of Elkhart, Indiana; said plat being recorded in Plat Book 1, page 129, in the Office of the Recorder of Elkhart County, Indiana.

EXCEPTING THE FOLLOWING: A small piece of land in the East Half of Lot One Hundred Thirty (130) in Fieldhouse's Fourth Addition to the City of Elkhart, and more particularly described as follows, to-wit: Commencing at the Northwest corner of Lot Number One Hundred Twenty-nine (129) in Fieldhouse's Fourth Addition to the City of Elkhart; thence Southwardly along the West line of said Lots Numbers One Hundred Twenty-nine (129) and One Hundred Thirty (130), 46 feet; thence East parallel with the South line of Lot Number One Hundred Twenty-nine (129), 43 ¼ feet to the West line of the East half of said Lot Number One Hundred Thirty (130) for the beginning point of this description; thence from said beginning point North 4 ½ feet to the South line of said Lot Number One Hundred Twenty-nine (129); thence East along the South line of said Lot Number One Hundred Twenty-nine (129), 3 ¼ feet; thence South 4 ½ feet; thence West 3 ¼ feet to the point of beginning.

426 Jackson Place

Tax ID No.20-06-05-330-010.000-012

Tract 12

Lot Numbered 29 in Fieldhouse's Second Addition to the City of Elkhart, as per plat thereof recorded in Deed Record 79, page 47 in the Office of the Recorder of Elkhart County, Indiana.

405 Jefferson St.

Tax ID No.20-06-05-331-009.000-012

2. *Tracts located in the Downtown Elkhart Urban Renewal Area:*

Tract 13

The South ½ of Lot One Hundred Three (103) as the said Lot is known and designated on the recorded Plat of South Elkhart Third Addition, an Addition to the Town, now City, of Elkhart, Indiana; said Plat being recorded in Deed Record 44, page 217, of the records in the Office of the Recorder of Elkhart County, Indiana.

1026 S. 2nd St.

Tax ID No.20-06-08-234-011.000-012

Tract 14

Part of Lots Numbered Nine (9) and Ten (10) in Goodspeed's Addition to the Town (now City) of Elkhart, as per plat thereof recorded in Deed Record Book 14, page 242, in the Office of the Recorder of Elkhart County, Indiana, more particularly described as follows: Beginning on the West line of Lot Numbered 9 in said Addition at a point 31 feet South from the Northwest corner of said Lot; thence East on a line parallel with the North line of said Lot, to the Northern line of

Lot Numbered 10; thence continuing East, on a parallel line with the North line of Lot Numbered 9 to the South line of Lot Numbered 10; thence Southwestwardly along the South line of Lot Numbered 10 to a point 51 feet from the North line of Lot Numbered 9; thence West, parallel with the North line of Lot Numbered 9 to the North line of Lot Numbered 10; thence Southwestwardly to the Southwest corner of Lot Numbered 9; thence North to the place of beginning.

ALSO, beginning at the Northwest corner of said Lot Numbered 10 and running thence Northeasterly on the line between Lots Numbered 9 and 10 to a point 82 feet from the said Lot Numbered 10 and 51 feet South of the North line of said Lot Numbered 9; thence Southeasterly 10 feet to a point which is 92 feet Easterly from the Northwest corner of said Lot 10 and also 51 feet South from the said Lot Numbered 9; thence 92 feet to the place of beginning.

ALSO, the Northwesterly one-half of the vacated alley lying Easterly of and adjacent to said Real Estate.

920 Willard St.

Tax ID No.20-06-08-231-009.000-012

Tract 15

The North 1/2 of Lot Number 11 as the said Lot is known and designated on the recorded plat of Goodspeed's Addition to the Village (now City) of Elkhart, said Plat being recorded in Deed Record 14, page 242, in the Office of the Recorder of Elkhart County, Indiana.

ALSO, the South 1/2 of the vacated alley lying North of, and adjacent to said Lot.

1000 S. Main St.

Tax ID No.20-06-08-231-011.000-012

EXHIBIT B
(Apportionment of Purchase Price)

Blight Elimination vacant lots

Address	Acerage	Purchase Price	Parcel Number
Lots located in the floodway			
1 156 N SIXTH STREET	0.061	1,400.00	20-06-05-333-001.000-012
2 416 WASHINGTON STREET	0.111	2,500.00	20-06-05-181-029.000-012
3 111 N SIXTH STREET	0.1	2,300.00	20-06-05-307-016.000-012
4 517 W WASHINGTON ST	0.09	2,150.00	20-06-05-161-005.000-012
5 517 W WASHINGTON ST	0.09	2,150.00	20-06-05-161-004.000-012
6 165 N 6th st	0.121	2,750.00	20-06-05-306-020.000-012
7 512 W Washington	0.1157	2,600.00	20-06-05-181-005.000-012
8 508 W Washington	0.1157	2,600.00	20-06-05-181-006.000-012
9 422 W Washington	0.2479	5,650.00	20-06-05-181-030.000-012
10 141 N 5th St	0.121	7,400.00	20-06-05-333-015.000-012
11 426 Jackson Place	0.118	3,300.00	20-06-05-330-010.000-012
12 405 Jefferson St	0.108	9,500.00	20-06-05-331-009.000-012
13 1026 S. 2nd St.	0.1	6,100.00	20-06-08-234-011.000-012
14 920 Willard St.	0.14	8,500.00	20-06-08-231-009.000-012
15 1000 S. Main St.	0.16	8,500.00	20-06-08-231-011.000-012

Total	1.7983	67,400.00
-------	--------	-----------

Legal descriptions of BEP properties to be sold to RDC in the Floodway

156 N 6th St. 20-06-05-333-001.000-012

EXHIBIT A

Lot Numbered 1 in Paxson-Fisher's Subdivision of Lots Numbered 178 and 179 Fieldhouse's Fourth Addition to the City of Elkhart, Indiana, as per plat thereof recorded in Plat Book 2, page 42 in the Office of the Recorder of Elkhart County, Indiana.

416 Washington St. 20-06-05-181-029.000-012

EXHIBIT A

Lot Numbered 23A as the said Lot is known and designated on the recorded Replat of Lots Numbered 23 and 24 EXCEPT the West Half of Lot Numbered 24, Dunbar & Pultz Addition, as per plat thereof recorded in Plat Book 27, page 11 in the Office of the Recorder of Elkhart County, Indiana.

111 N 6th St. 20-06-05-307-016.000-012

EXHIBIT A

PART OF LOT NUMBERED ONE HUNDRED SIXTY-NINE (169) AS THE SAID LOT IS KNOWN AND DESIGNATED ON THE RECORDED PLAT OF FIELDHOUSE'S FOURTH ADDITION TO THE CITY OF ELKHART, INDIANA, SAID PLAT BEING RECORDED IN DEED RECORD 93, PAGE 180 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTHEASTWARDLY ALONG THE EAST LINE OF SAID LOT, FORTY-ONE (41) FEET; THENCE WESTWARDLY PARALLEL TO THE NORTH LINE OF SAID LOT TO THE ST. JOSEPH RIVER; THENCE UP SAID RIVER TO THE NORTH LINE OF SAID LOT; THENCE EAST ALONG THE NORTH LINE OF SAID LOT TO THE PLACE OF BEGINNING.

ALSO, THE SOUTH HALF (S 1/2) OF THE VACATED ALLEY LYING BETWEEN LOT NUMBERED ONE HUNDRED SIXTY-NINE (169) AND LOT NUMBERED ONE HUNDRED NINETY-ONE (191) IN SAID ADDITION.

Property Address: 111 N. 6th St., Elkhart, IN 46514

517 W. Washington St. 20-06-05-161-005.000-012 Tract I

517 W. Washington St. adjacent 20-06-05-161-004.000-012 Tract II

EXHIBIT A

ORIGINAL

511503093

TRACT I:

THE EAST ONE-HALF (E 1/2) OF THE NORTH ONE-HALF (N 1/2) OF LOT NUMBERED THIRTY-THREE (33) AS THE SAID LOT IS KNOWN AND DESIGNATED ON THE RECORDED PLAT OF DUNBAR'S ADDITION TO THE CITY OF ELKHART INDIANA; SAID PLAT BEING RECORDED IN DEED RECORD 31, PAGE 258, IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA.

TRACT II:

THE WEST ONE-HALF (W 1/2) OF THE NORTH ONE-HALF (N 1/2) OF LOT NUMBERED THIRTY-THREE (33) AS THE SAID LOT IS KNOWN AND DESIGNATED ON THE RECORDED PLAT OF DUNBAR'S ADDITION TO THE CITY OF ELKHART, INDIANA; SAID PLAT BEING RECORDED IN DEED RECORD 31, PAGE 258, IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA.

165 N. 6th St. 20-06-05-306-020.000-012

EXHIBIT A

Lot Numbered Two Hundred (200) as the said Lot is known and designated on the recorded plat of Fieldhouse's Fifth Addition to the City of Elkhart as per plat thereof recorded in Deed Record 95, Page 570 in the Office of the Recorder of Elkhart County, Indiana.

512 W. Washington St. 20-06-05-181-005.000-012

EXHIBIT A

The West One-half (W 1/2) of Lot Number Twenty-six (26) as the said Lot is known and designated on the Recorded Plat of Dunbar's Addition to the Village (now City) of Elkhart, said Plat being Recorded in Deed Record 31, page 258, in the Office of the Recorder of Elkhart County, Indiana.

508 W. Washington St. 20-06-05-181-006.000-012

LEGAL DESCRIPTION

The East One-half of Lot Number Twenty-six (26) as the said Lot is known and designated on the recorded Plat of Dunbar's Addition to the Village (now city) of Elkhart County, Indiana.

422 W. Washington St. 20-06-05-181-030.000-012

EXHIBIT A

The following described Real Estate located in Elkhart County, in the State of Indiana:

Lot Number Twenty-four (24A) as the said Lot is known and designated on the recorded Plat of Replat of Lots 23 and 24, except the West Half of Lot 24, Dunbar and Pultz Addition; said Plat being recorded in Plat Book 27, page 11, in the Office of the Recorder of Elkhart County, Indiana.

141 N. 5th St. 20-06-05-333-015.000-012

EXHIBIT A

Lot Numbered 151 as the said Lot is known and designated on the recorded Plat of Fieldhouse's Fourth Addition to the City of Elkhart, as per plat thereof recorded in Plat Book 1, page 128 in the Office of the Recorder of Elkhart County, Indiana.

426 Jackson Place 20-06-05-330-010.000-012

EXHIBIT A

The East Half of Lots Numbered One Hundred Thirty (130) and One Hundred Thirty-one (131) and 40 feet in width off the East side of Lot Numbered One Hundred Twenty-nine (129) as the said lots are known and designated on the recorded Plat of Fieldhouse's Fourth Addition to the City of Elkhart, Indiana; said plat being recorded in Plat Book 1, page 129, in the Office of the Recorder of Elkhart County, Indiana.

EXCEPTING THE FOLLOWING: A small piece of land in the East Half of Lot Number One Hundred Thirty (130) in Fieldhouse's Fourth Addition to the City of Elkhart, and more particularly described as follows, to-wit: Commencing at the Northwest corner of Lot Number One Hundred Twenty-nine (129) in Fieldhouse's Fourth Addition to the City of Elkhart; thence Southwardly along the West line of said Lots Numbers One Hundred Twenty-nine (129) and One Hundred Thirty (130), 46 feet; thence East parallel with the South line of Lot Number One Hundred Twenty-nine (129), 43 ¼ feet to the West line of the East Half of said Lot Number One Hundred Thirty (130) for the beginning point of this description; thence from said beginning point North 4 ½ feet to the South line of said Lot Number 129; thence East along the South line of said Lot Number One Hundred Twenty-nine (129), 3 ¼ feet; thence South 4 ½ feet; thence West 3 ¼ feet to the point of beginning.

405 Jefferson St. 20-06-05-331-009.000-012

EXHIBIT A

Lot Numbered 29 in Fieldhouse's Second Addition to the City of Elkhart, as per plat thereof recorded in Deed Record 79, page 47 in the Office of the Recorder of Elkhart County, Indiana.

1026 S. 2nd St. 20-06-08-234-011.000-012

EXHIBIT A

The South 1/2 of Lot Number 103 as the said Lot is known and designated on the recorded Plat of South Elkhart Third Addition, an Addition to the Town, now City, of Elkhart, Indiana; said Plat Being recorded in Deed Record 44, page 217 of the records in the Office of the Recorder of Elkhart County, Indiana.

920 Willard St. 20-06-08-231-009.000-012

EXHIBIT A

Part of Lots Numbered Nine (9) and Ten (10) in Goodspeed's Addition to the Town (now City) of Elkhart as per plat thereof recorded in Deed Record Book 14, Page 242 in the Office of the Recorder of Elkhart County, Indiana, more particularly described as follows: Beginning on the West line of Lot Numbered 9 in said addition at a point 31 feet South from the Northwest corner of said Lot; thence East on a line parallel with the North line of said Lot, to the Northern line of Lot Numbered 10; thence continuing East, on a parallel line with the North line of Lot Numbered 9 to the South line of Lot Numbered 10; thence Southwestwardly along the South line of Lot Numbered 10 to a point 51 feet from the North line of Lot Numbered 9; thence West, parallel with the North line of Lot Numbered 9 to the North line of Lot Numbered 10; thence Southwestwardly to the Southwest corner of Lot Numbered 9; thence North to the place of beginning.

ALSO, beginning at the Northwest corner of said Lot Numbered 10 and running thence Northeasterly on the line between Lots Numbered 9 and 10 to a point 82 feet from said Lot Numbered 10 and 51 feet South of the North line of said Lot Numbered 9; thence Southeasterly 10 feet to a point which is 92 feet Easterly from the Northwest corner of said Lot Numbered 10 and also 51 feet South from the said line of said Lot Numbered 9; thence 92 feet to the place of beginning.

ALSO, the Northwesterly one-half of the vacated alley lying Easterly of and adjacent to said real estate.

1000 S. Main St. 20-06-08-231-011.000-012

EXHIBIT A

The North 1/2 of Lot Number 11 as the said Lot is known and designated on the recorded Plat of Goodspeed's Addition to the Village (now City) of Elkhart; said Plat being recorded in Deed Record 14, page 242 in the Office of the Recorder of Elkhart County, Indiana.

ALSO, the South 1/2 of the vacated alley lying North of, and adjacent to said Lot.

Blight Elimination vacnt lots

	Address	Average	Purchase Price	Parcel Number
	Lots located in the floodway			
DT TIF	1 156 N SIXTH STREET	0.061	1,400.00	20-06-05-333-001.000-012
DT TIF	2 416 WASHINGTON Street	0.11	2,500.00	20-06-05-181-029.000-012
DT TIF	3 111 N SIXTH STREET	0.1	2,300.00	20-06-05-307-016.000-012
DT TIF	4 517 W WASHINGTON ST	0.09	2,150.00	20-06-05-161-005.000-012
DT TIF	5 adj 517 W WASHINGTON S	0.09	2,150.00	20-06-05-161-004.000-012
DT TIF	6 165 N. 6th st.	0.121	2,750.00	20-06-05-306-020.000-012
DT TIF	7 512 W. Wahsington	0.1157	2,600.00	20-06-05-181-005.000-012
DT TIF	8 508 W. Washington	0.1157	2,600.00	20-06-05-181-006.000-012
DT TIF	9 422 W. Washington	0.2479	5,650.00	20-06-05-181-030.000-012
DT TIF	10 141 N. 5th St.	0.121	7,400.00	20-06-05-333-015.000-012
DT TIF	11 426 Jackson Place	0.118	3,300.00	20-06-05-330-010.000-012
DT TIF	12 405 Jefferson St.	0.108	9,500.00	20-06-05-331-009.000-012
CON	13 1026 S. 2nd St.	0.1	6,100.00	20-06-08-234-011.000-012
CON	14 920 Willard St.	0.14	8,500.00	20-06-08-231-009.000-012
CON	15 1000 S. Main St.	0.16	8,500.00	20-06-08-231-011.000-012
Total			1.7983	67,400.00

EXHIBIT "A"

Property Address: Vacant Land Cassopolis, Elkhart, IN 46514
File No.: 24-22469

A part of Lot Numbered 197 in Beardsley's Fourth Addition to the City of Elkhart, as per plat thereof recorded in Deed Record 72, page 468 in the Office of the Recorder of Elkhart County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of said Lot; thence Easterly along the Northerly line of said Lot, 87.42 feet, more or less, to the Northwest corner of land sold to Carl H. and Bertha Dickerhoff; thence Southerly, parallel with the West line of Cassopolis Street, 66 feet to the South line of said Lot 197; thence Westerly along the South line of said Lot 197, 87.42 feet, more or less, to the Southwest corner of said Lot 197; thence Northerly along the Westerly line of said Lot 197, 66 feet to the Point of Beginning, together with the East Half of the vacated alley lying West of and adjacent to said Lot.

The Property address and/or tax parcel identification number(s) listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.



MERIDIAN
TITLE CORPORATION
YOUR PEACE OF MIND

October 28, 2024

Property Address: Vacant Land Cassopolis, Elkhart, IN 46514
County: Elkhart
File Number: 24-22469
Customer Reference No.:

Enclosures: Title Product

Notes: _____

Corporate Office
202 S. Michigan Street
Suite 701
South Bend, IN 46601
574.232.5845 FAX 574.289.1514

National Account Services
4440 Edison Lakes Parkway
Suite 100
Mishawaka, IN 46545
574.271.3777 FAX 574.271.3788

*For a complete list of offices,
please visit our website
www.meridiantitle.com/locations*



ALTA 2021 COMMITMENT FOR TITLE INSURANCE
Issued By
WFG NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.


COMMITMENT TO ISSUE POLICY

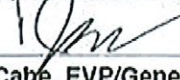
Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, WFG National Title Insurance Company, a South Carolina corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

In Witness Whereof, WFG NATIONAL TITLE INSURANCE COMPANY has caused this commitment to be signed and sealed by its duly authorized officers as of Date of Commitment shown in Schedule A.

WFG NATIONAL TITLE INSURANCE COMPANY

By: 
Steve Ozonlan, President/CEO

ATTEST: 
Joseph V. McCabe, EVP/General Counsel/Secretary





ALTA 2021 COMMITMENT FOR TITLE INSURANCE
Issued By
WFG NATIONAL TITLE INSURANCE COMPANY

Issuing Agent: Meridian Title Corporation
Issuing Office: Mishawaka
Issuing Office's ALTA® Registry ID: 0001118
Loan ID Number:
Commitment Number: 24-22469
Issuing Office File Number: 24-22469
Property Address: Vacant Land Cassopolis, Elkhart, IN 46514
Revision Number:

SCHEDULE A

1. Commitment Date: October 2, 2024 at 8:00 AM
2. Policy to be issued:
 - a) 2021 ALTA® Homeowner's Policy
Proposed Insured: Martin Abrams and Debra Abrams, Husband and Wife
Proposed Amount of Insurance: \$200.00
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in:
City of Elkhart Redevelopment Commission
5. The Land is described as follows: SEE ATTACHED EXHIBIT "A"

WFG NATIONAL TITLE INSURANCE COMPANY

By: Shen A. Starkey
Authorized Signatory

This page is only a part of an ALTA® Commitment for Title Insurance [issued by WFG National Title Insurance Company, a South Carolina company. This Commitment is not valid without the Notice;]the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



ALTA 2021 COMMITMENT FOR TITLE INSURANCE
Issued By
WFG NATIONAL TITLE INSURANCE COMPANY

EXHIBIT "A"

A part of Lot Numbered 197 in Beardsley's Fourth Addition to the City of Elkhart, as per plat thereof recorded in Deed Record 72, page 468 in the Office of the Recorder of Elkhart County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of said Lot; thence Easterly along the Northerly line of said Lot, 87.42 feet, more or less, to the Northwest corner of land sold to Carl H. and Bertha Dickerhoff; thence Southerly, parallel with the West line of Cassopolis Street, 66 feet to the South line of said Lot 197; thence Westerly along the South line of said Lot 197, 87.42 feet, more or less, to the Southwest corner of said Lot 197; thence Northerly along the Westerly line of said Lot 197, 66 feet to the Point of Beginning, together with the East Half of the vacated alley lying West of and adjacent to said Lot.

This page is only a part of an ALTA® Commitment for Title Insurance [issued by WFG National Title Insurance Company, a South Carolina company. This Commitment is not valid without the Notice;]the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



ALTA 2021 COMMITMENT FOR TITLE INSURANCE
Issued By
WFG NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART I
REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments unless otherwise instructed.
6. Vendor's and/or Mortgagor's Affidavits to be executed at the closing.
7. You must file a Disclosure of Sales Information forms prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
8. Properly executed and fully completed Certificate of Non-Foreign Status of Transferor.

Note: Seller Proceeds cannot be disbursed until this form is completed in its entirety.
9. Properly executed and acknowledged Special Warranty Deed to the proposed insured.
10. Provide Articles of Incorporation and a copy of resolution of the Board of Directors of City of Elkhart Redevelopment Commission authorizing this sale to Martin Abrams and Debra Abrams, Husband and Wife and naming the officers of Seller who are authorized to execute and deliver such deed.

AND

Language appearing on the deed that: "the undersigned persons executing this deed on behalf of Grantor represent and certify that they are duly elected or authorized by the Grantor and have been fully empowered, by proper resolution of the Board of Directors of Grantor, to execute and deliver this deed; that Grantor has full corporate capacity to convey the real estate described herein; and that all necessary corporate action for the making of such conveyance has been taken and done.

11. There were no open mortgage liens found in the public record against the subject property.

NOTE: The policy to be issued will not insure that the proposed insured real estate is a buildable parcel. A check should be made with the local building department, as to the requirements, if any, necessary to secure the appropriate permits for the construction of any improvements on said parcel.

This page is only a part of an ALTA® Commitment for Title Insurance [issued by WFG National Title Insurance Company, a South Carolina company. This Commitment is not valid without the Notice;]the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



ALTA 2021 COMMITMENT FOR TITLE INSURANCE
Issued By
WFG NATIONAL TITLE INSURANCE COMPANY

Note: In accordance with applicable underwriter guidelines, there may be a title premium re-issue discount for this transaction. Please contact our office prior to your closing for more details.

This page is only a part of an ALTA® Commitment for Title Insurance [issued by WFG National Title Insurance Company, a South Carolina company. This Commitment is not valid without the Notice,]the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



ALTA 2021 COMMITMENT FOR TITLE INSURANCE
 Issued By
WFG NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART II
EXCEPTIONS

SOME HISTORICAL LAND RECORDS CONTAIN DISCRIMINATORY COVENANTS THAT ARE ILLEGAL AND UNENFORCEABLE BY LAW. THIS COMMITMENT AND THE POLICY TREAT ANY DISCRIMINATORY COVENANT IN A DOCUMENT REFERENCED IN SCHEDULE B AS IF EACH DISCRIMINATORY COVENANT IS REDACTED, REPUDIATED, REMOVED, AND NOT REPUBLISHED OR RECIRCULATED. ONLY THE REMAINING PROVISIONS OF THE DOCUMENT WILL BE EXCEPTED FROM COVERAGE.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. All taxes for the year 2024 Payable in 2025 and subsequent years, not yet due and payable.
8. Taxes for the year 2023 Payable in 2024 are as follows:

Key Number	State ID Number Only
State ID Number	20-06-05-203-008.000-012
Township	Concord
1 st installment due May 10, 2024	\$246.50 - Paid
2 nd installment due November 10, 2024	\$246.50 - Paid

Assessed Values for 2023/2024:	
Land	\$16,300.00
Improvements	\$0.00
Exemption (Homeowners)	\$0.00
Exemption (Homestead Supplemental)	\$0.00
Net Valuations	\$16,300.00

NOTE FOR INFORMATION: Tax information supra is limited to the LAST BILLED information reflected in the computer input in the Treasurer’s office and does not necessarily reflect the most current information as to applicable penalties, deductions, exemptions, assessments and payments. Also, it does not reflect possible additional taxes and

This page is only a part of an ALTA® Commitment for Title Insurance [issued by WFG National Title Insurance Company, a South Carolina company. This Commitment is not valid without the Notice;]the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



ALTA 2021 COMMITMENT FOR TITLE INSURANCE
Issued By
WFG NATIONAL TITLE INSURANCE COMPANY

civil penalties as a result of a determination by County officials that a deduction was improperly granted. A check with the Treasurer's or Auditor's Office should be made to determine the exact status and amount of taxes due, if any.

9. Special assessments/sewer usage charges, if any, levied by the City/Town of .
10. Any and all recorded covenants, conditions, restrictions, building setback lines, easements, rights of way, legal ditches and drains, and any amendments thereto, and all rights therein.
11. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.
12. Rights of public utility companies to continue to use the vacated alley lying within the bounds of the real estate described in Schedule "A" herein for the location and maintenance of utility lines as set forth in IC 36-07-3-16.

NOTE: Upon satisfactory evidence from a registered land surveyor that there are no utilities in that portion of the real estate which is a vacated alley, this exception will be deleted.

NOTE: The Indiana statutes prohibit ownership of certain real property by certain foreign parties. The specific statutory language can be found at Indiana Code § 1-1-16-1, et seq. and IC 32-22-3-1, et seq. ("the Act"). Any loss or damage resulting from a violation of the Act is excluded under the terms of the Policy.

This page is only a part of an ALTA® Commitment for Title Insurance [issued by WFG National Title Insurance Company, a South Carolina company. This Commitment is not valid without the Notice;]the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I - Requirements;
 - f. Schedule B, Part II - Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.

- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.



WFG Privacy Policy and Procedures

Revision History

Version	Significant Changes	Prepared By - Date	Approved By - Date
1.0		LAF & DPE – 06/24/2014	DAO – 06/25/2014
1.1	Sharing and Opt Out Provisions with clarification to Section 6.0	DPE – 07/16/2014	DAO – 07/16/2014
1.2	Updated the WFG Privacy Form that is attached to reflect entity name changes, terminations and additions and added a Table of Contents.	LAF – 01/12/2015	DAO – 01/13/2015
1.3	Annual Review; Clarification in Section 6.0 of the Chief Privacy Officer	LAF – 03/16/2016	DAO – 03/17/2016
1.4	Added WFG National Title Company of Clark County WA, LLC d/b/a WFG National Title to the Privacy Policy	LAF – 10/05/2016	DAO – 10/09/2016
2.0	Annual Review; No changes made.	MAE – 10/13/2017	DAO – 10/13/2017
2.1	Annual Review; No changes made.	MAE – 04/11/2018	DAO – 04/11/2018
2.2	Annual Review; Update to contact information in Section 6.1.	MAE – 08/12/2019	DAO – 08/12/2019
2.2	Annual Review; Update to contact information in Section 6.1.	MAE – 08/12/2019	DAO – 08/12/2019
2.3	Annual Review; Modification to Style and update to Section 11.0.	MAE – 10/01/2021	DAO – 10/01/2021
2.4	Annual Review; Updates made to Sections 1.0, 5.0, 6.0, 7.0, 9.0, and 11.0.	MAE – 01/11/2023	DAO – 01/11/2023
2.5	Annual Review; No changes made.	MAE – 01/03/2024	DAO – 01/03/2024

1.	<u>PURPOSE</u>	3
2.	<u>APPLICABILITY STATEMENT</u>	3
3.	<u>FEDERAL LAW</u>	3
4.	<u>WHO MUST COMPLY</u>	4
5.	<u>WHAT IS PROTECTED</u>	4
6.	<u>CHIEF PRIVACY OFFICER</u>	4
6.1	PRIVACY EVENT NOTIFICATION	5
7.	<u>DELIVERY RULES</u>	5
8.	<u>REAL ESTATE BROKERS</u>	6
9.	<u>PRACTICAL TIPS</u>	6
10.	<u>DISPOSAL RULE</u>	8
11.	<u>POSTING OF OPT-OUT NOTICES</u>	8
12.	<u>VIOLATION OF POLICY</u>	9

1 Purpose of the WFG Privacy Policy and Procedures

The purpose of this Privacy Policy is twofold:

First and foremost, it is to protect consumers' non-public personal information ("NPI").

Second, and no less important, is to assure compliance with WFG's obligation to give its customers (who are consumers) notice of its privacy policy and inform consumers of their consumer data privacy rights.

WFG's obligations under privacy regulation are based on its relationships. For purposes of this Privacy Policy, WFG has two possible relationships: as the provider of a title insurance product or as the provider of a settlement service product. As a title insurance product provider, WFG has one possible "consumer" – the potential purchaser in a sale transaction. As a settlement service provider, WFG has three potential "consumers" – the buyer, the seller and, on a refinance transaction, the borrower.

2 Applicability Statement

This Policy and Procedures applies to Williston Financial Group LLC and all of its subsidiaries.

3 Federal Law

The Gramm-Leach-Bliley Act ("GLBA") was enacted in 1999 to protect the NPI of individual consumers engaged in non-commercial transactions. The GLBA regulates financial institutions, which are broadly defined to include: "Any institution, the business of which is engaging in activities that are financial in nature or incidental to such financial activities, as determined by Section 4(k) of the Bank Holding Company Act of 1956. Financial institutions can include banks, securities brokers and dealers, **insurance underwriters and agents**, finance companies, mortgage bankers, and travel agents." The Federal Trade Commission ("FTC") includes in the definition of financial institutions, **anyone who performs settlement services** involving the sale, purchase, or finance of an individual's home. Under the GLBA, a customer may include an insured under a title policy or a buyer/borrower or seller who obtains settlement (title and/or closing) services.

WFG must provide a notice of its privacy policies and allow consumers to opt out of the disclosure of the consumer's NPI to a non-affiliated third party. A non-affiliated third party is described as any person, except a financial institution's affiliate or a person employed jointly by a financial institution, and any company that is not the institution's affiliate. This definition fails to provide much clarity regarding who is and is not a non-affiliated third party. It is easier to first define an affiliated entity, which is any entity that controls, is controlled by, or is under common control with another entity. Any company that falls outside this definition would be a non-affiliated third party.

4 Who Must Comply

The FTC is charged with enforcing GLBA. The FTC includes, in the definition of financial institutions, anyone who performs settlement services involving the sale, purchase, or finance of an individual's real estate, including those who provide the following products or services:

- Closings
- Appraisals
- Tax searches
- Credit reports
- Escrows
 - Flood certifications
 - Title searches
 - Notary services
- Surveys
- Exchange services
 - Title insurance policies
 - Document preparation

5 What is Protected

NPI is protected. The following list contains examples of NPI that is protected under GLBA and other applicable consumer data privacy laws:

- Social Security Numbers
- Driver License Numbers
- Credit Reports
- Bank Account Numbers
- Credit Card Numbers
- Loan Numbers
- Loan Applications
- Tax Returns
- 1099 Forms
- Loan/Credit Payoff Amounts
- Purchase/Sale Contract Information
- Sales Price (if not in Public Records)
- GFE/TIL Information (Loan Estimate Form)
- HUD-1 or HUD-1A Information (Closing Disbursement Form)
- Owner's Title Insurance Policies (Policy Number and Amount of Insurance)
- Address and phone numbers unless known to be public information

6 Chief Privacy Officer

WFG is committed to protecting the NPI of its customers. The Chief Information Security Officer of WFG also serves as its Chief Privacy Officer ("CPO"). The CPO is responsible for maintaining the integrity of WFG's systems to protect all NPI. The CPO will determine (in consultation with the Legal and Compliance Departments) whether any NPI may ever be shared with any non-affiliated third party entities for marketing or other purposes. If a WFG employee receives a request from a non-affiliated third party to purchase or access NPI, the employee should direct that inquiry to the CPO. If an employee believes that NPI has been compromised or that any WFG employee has breached the security of NPI, the employee must immediately notify the CPO and the Compliance Department.

6.1 Privacy Event Notification

In the event NPI has been compromised in any manner; the WFG employee must notify the CPO and Compliance Department by emailing the event details to infosec@willistonfinancial.com and consumerprivacy@willistonfinancial.com. In addition, all changes and updates to the event must continue to be reported to the CPO and Compliance department. Depending on the extent of the event; the Compliance Department or Information Security may handle the event going forward.

7 Delivery Rules

Consumers must be given the right to opt out of, or prevent, WFG from disclosing NPI about them to a non-affiliated third party, unless an exception to that right applies. As part of the opt-out right, consumers must be given a reasonable opportunity and a reasonable means to opt out. A reasonable time to exercise the opt-out right is 30 days from the date that WFG distributes WFG Privacy Policy defined below. WFG does not share information at this time. If WFG elects to share information in the future, WFG will require the consumer to complete the appropriate opt-out form and return it to one of our offices if they wish to opt-out. Consumers still may elect to submit a request to opt-out, even though we do not share their information. Any requested opt-out will be processed according to this policy.

Title:

Title must provide the WFG Privacy Policy "Privacy Policy" with the title insurance commitment/prelim and with the final Owner's Policy to individuals who are buying or selling real estate. The entity name at the top of the Notice must include the underwriter's name and your business entity name. If you are writing a title commitment/prelim and policies on Stewart Title Guaranty, you must include their Notice.

Escrow:

Escrow must include the Privacy Policy in the buyers', sellers' and borrowers' closing or signing packages. The Privacy Policy does not need to contain the underwriter's name.

Company Website:

WFG provides the Notice on its websites as an additional courtesy to our consumers and customers. However, it is not enough to simply post the Notice on our websites since customers must agree to receive notices electronically in order for this to satisfy the GLBA's notice requirement. Since not all customers conduct business online and since not all of those who do will agree to receive notice electronically, the safest route is to provide the Notice as set forth above, even when the Notice is posted on our websites.

WFG provides the Notice at the earliest point of contact by providing it in three steps, as shown under “Title” and “Escrow” above:

- At time of issuance of the title commitment or preliminary title report, where delivered prior to issuance of the final policy;
- At time of closing, where we perform settlement/escrow services; and/or
- At time of issuance of the owner’s title policy (buyers) or loan policy (seller financing).

WFG and its subsidiaries provide the Notice to the company’s consumers and customers on a **per transaction** basis and do not provide annual notices pursuant to the rules of the FTC and the National Association of Insurance Commissioners.

8 Real Estate Brokers

Real Estate Brokers often request copies of the signed HUD-1, closing disbursement form, other closing statements, and other forms at closing that contain NPI. In order to provide such forms, the following language should be included in the Company’s escrow instructions signed by the buyers and sellers:

“The undersigned hereby authorizes WFG to provide copies of any closing statements, loan documents, financial information, commitments, approval letters, appraisals, inspection reports, insurance policies, contracts, payoffs, transaction documents, and other nonpublic personal information in connection with the transaction to the real estate broker and real estate agent representing the undersigned.”

For those states that close sales transactions without escrow instructions, you must confirm the real estate broker’s relationship to the transaction before providing a copy of the settlement statement to the broker. If the purchase and sale agreement discloses that the broker represents both the buyer and the seller, you may provide the full settlement statement to the broker without further written authorization. If the broker represents only the buyer or seller, you may only provide a settlement statement that discloses only that party’s information and charges. Otherwise, you must obtain written authorization from the parties to disclose the settlement statement to the broker. You may not disclose any other NPI to the broker without written authorization from the parties.

9 Practical Tips

In compliance with the GLBA, we do not share NPI about a consumer with a nonaffiliated third party, unless allowed by law. To help you fully understand, please follow these practical tips in your daily duties:

- Protect NPI of customers and consumers.
- Allow access on a need-to-know basis only. Only company personnel who need to know can access the information. Examples include: bookkeepers, title examiners, title underwriter personnel, auditors, closers and their assistants, management, scanning personnel, and claims related investigation personnel, including but not limited to in-house and retained counsel.
- Allow customers and consumers to review their NPI that we have collected, and allow them to provide us with requests for amendment or deletion of such information, to which we will reasonably respond.
- Require consent from a proper party to the transaction to provide NPI relating to that transaction. On closed files, require a written instruction by a party.
- Allow only authorized personnel to review the information.
- Keep closed files in secure storage, with limited access, or store the files electronically with limited password access.
- Do not keep copies of credit reports, loan applications, tax returns, cancelled credit card information, or any other documents from prior transactions on consumers and customers.
- Don't share copies of owner's policies of customers on residential transactions, unless at the request of the insured owner.
- For starter files, don't share NPI, such as sales price (unless it is public information), file numbers/commitment numbers, final policy numbers, amount of insurance, or insured or proposed insured on commitments/preliminary title reports/owner's policies issued to customers.
- Don't share NPI by disclosing social security numbers and driver's license numbers on affidavits of identity if they are to be filed of record.
- Comply with all Information Security policies and procedures and review training materials regularly.
- Don't share NPI with independent contractors unless there is a need to process the transaction as allowed by law, and the contractors agree in writing not to further share the information.
- Comply with all privacy-related bulletins provided by our underwriters.
- Provide requested information to persons acting in a fiduciary or representative capacity on behalf of the consumer (i.e., the consumer's attorney).
- Forward any requests for information from insurance rate advisory organizations, persons assessing compliance with industry standards, the company's attorneys, accountants, auditors and underwriters to the Compliance Department.
- Forward any requests for information from law enforcement entities or self-regulatory groups as directed in the Legal Process Policy and Procedure.
- Forward any requests in the form of subpoenas or other judicial process as directed in the Legal Process Policy and Procedure.
- Do not share or sell lists that contain NPI to real estate brokers/agents, loan originators, or others. A list that contains even one piece of NPI turns the entire list into NPI.
- Do not record documents that contain NPI – such as a non-identity affidavit where the seller, buyer or borrower states that one or more judgment lien(s) are not his/her lien(s). Do not record the affidavit if it contains NPI such as social security numbers or driver's license numbers.
- Sharing NPI with non-affiliates may require additional disclosures – contact the CPO with any request to share NPI.
- When outsourcing to a third-party service provider, WFG must obtain, review, and maintain oversight of the written regulatory compliance and risk management plans of such providers to ensure ongoing compliance. This includes, but is not limited to:

- 1) WFG and subsidiaries outsourcing witness signings/mobile signings to independent notaries. (Refer to WFG In Person Notary Public Signing Services Policy and Procedure.)
- 2) WFG and subsidiaries outsourcing title search and examination to independent abstractors. (Refer to WFG Vendor Services Agreement Policy and Procedure and WFG Business Process Outsource Vendor Policy and Procedure.)
- 3) WFG outsourcing document disposal to document disposal companies. (Refer to WFG Record Retention Policy and Procedure.)

10 Disposal Rule (also see WFG Record Retention Policy and Procedure)

The FTC has adopted disposal rules for proper disposal of consumer information by businesses. Consumer information means a consumer report or any document that “is derived from a consumer report”, which may include information in a lender package. Refer to the WFG Record Retention Policy and Procedure for the WFG disposal rules for paper and electronic data.

11 Consumer Data Privacy Rights

Consumers have the right to opt-out where applicable under the Gramm-Leach-Bliley act. In addition, under newly enacted State consumer privacy laws consumers may have the right to opt-out, request to delete the data that has been collection, and request an informational copy of the data collected. WFG has four methods available for consumer to exercise their data privacy rights:

- 1) Requests can be made by calling WFG’s Consumer Data Privacy toll-free hotline 833-451-5718,
- 2) Emailed to consumerprivacy@willistonfinancial.com,
- 3) Through WFG’s Consumer Data Privacy portal located at <https://tinyurl.com/WFGConsumerPrivacyPortal>,
- 4) Or in person at a WFG office,

Consumer data privacy requests will be handled in accordance with each individual State law. In the event a completed opt-out notice is received, they are to be sent to the consumerprivacy@willistonfinancial.com email box to add to WFG’s Consumer Privacy Request Portal. Notices received will be posted within one day from receiving the notice.

12 Violation of Policy

The terms of this Policy are mandatory and every WFG employee is expected to follow this Policy. In the event any employee needs further information or an interpretation of its purpose, definitions, terms or requirement they are encouraged to consult with their supervisor or manager or with a representative from the WFG Compliance and Audit Department. The failure to follow and adhere to all requirements contained in this Policy and procedures enumerated herein could result in disciplinary action up to and including termination.

This material is and should be considered by others to be proprietary intellectual property owned by Williston Financial Group LLC (WFG). As such, this material is protected by one or more copyrights, trademarks or service marks, which are owned by WFG. Anyone found to be using this material improperly or without the express prior written consent of WFG will be held liable for its misuse or unauthorized use to the fullest extent of the law.



MERIDIAN
TITLE CORPORATION
YOUR PEACE OF MIND

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates (including insurance companies and insurance agents), from sharing nonpublic personal information about a consumer with a nonaffiliated third party unless the institution provides the consumer with a notice of its privacy policies and practices, such as type of information that it collects about the consumer and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of privacy policies and practices of Meridian Title Corporation.

We may collect nonpublic information about you from the following sources:

- Information we receive from you, such as on applications or other forms,
- information about your transaction that we secure from our files, from our affiliates or from third parties,
- information we receive from a consumer reporting agency and
- information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic information will be collected about you.

If you are concerned about the information we have collected, please write us.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to non-public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

No response to this notice is required, but if you have questions, please write us:

Meridian Title Corporation
P.O. Box 1255
South Bend, IN 46624-1255

RESOLUTION NO. 24-R-075

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING PURCHASE AGREEMENT
FOR VACANT LOT ON GROVE CT.

Whereas, The Commission has offered to sell the vacant Lot 197 on Grove Ct. (the "Property"), received an offer from Martin and Debra Abrams, husband and wife, ("Abrams") to purchase the parcel for \$200 pursuant to the terms set forth in the Purchase Agreement attached hereto (the "Purchase Agreement"); and

Whereas, the Commission having considered the proposed use and offer, and the form and terms of the Purchase Agreement, now finds that the proposed use and investment will be of substantial benefit to the Area; and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants to accept the offer and approve the Purchase Agreement and exchange of real estate in accordance with the terms therein.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby accepts the offer from Abrams to buy the Property for the consideration and on the terms set forth in the Purchase Agreement.
2. The Commission approves the terms and conditions of the Purchase Agreement, and ratifies all actions taken to date to timely effectuate the transaction.
3. The Officers of the Commission are hereby authorized to execute and deliver the Purchase Agreement and all other documents, and do all acts which they deem necessary and appropriate to complete the sale of the property.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 12th
DAY OF NOVEMBER 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

9/17/24

To: Elkhead Redevelopment Committee
Attn: Adam Fann

Our names are Martin and Debra Abrams. We have lived at 917 Passajalis Street in Elkhead for almost three years.

During this time, we became aware of a vacant lot, directly to the west of our property on Grove Ct. Over the course of three years, this lot has become a eye sore from the accumulation of debris deposited by numerous individuals, as well as the heavy growth of vegetation.

A few months ago we spoke with Adam Fann about the possibility of purchasing the property from the city who had recently filed a tax lien against it. We told him we would be willing to cut back the overgrowth of vegetation, if the city would haul off the accumulated debris. In the meantime, he indicated that the redevelopment committee would continue the process

of securing the property.

If we are able to purchase the property, it is our intention to join both our current property with the additional property under one title and tax bill. In addition, we plan to remove the existing fence and tree line the lays between the two properties.

We further plan to plant an assortment of wild flowers and domestic perennials along the south & west property lines which rise up slightly higher than the middle of the property. We will either plant grass or possibly a vegetable garden in the more level part of the property.

We would like to offer the sum of \$200 (Two Hundred) to purchase the property, as well as pay any closing cost associated with the purchase of the property. Any future taxes assessed to the property will be paid by us.

Sincerely,
Martine & Debra Abrams

PURCHASE AGREEMENT

1. **PARTIES:** This Agreement made this 1st day of October, 2024, by and between the City of Elkhart, Indiana, Department of Redevelopment, an Indiana municipal corporation, 229 South Second Street, Elkhart, Indiana 46516 ("Seller") and Martin Abrams and Debra Abrams, husband and wife, 917 Cassopolis Street, Elkhart, Indiana 4651__ ("Purchaser"), wherein Seller agrees to sell and convey to Purchaser and Purchaser agrees to buy from Seller, the following Property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.
2. **PROPERTY:** The Property is a vacant lot on Grove Court situated in the City of Elkhart, Elkhart County, Indiana, and whose legal description is contained on Exhibit A attached hereto and incorporated herein (the "Property").
3. **PRICE:** The total purchase price shall be Two Hundred and no/100 Dollars (\$200.00) ("Purchase Price"), payable in full at Closing.
4. **EARNEST MONEY:** No earnest money is required.
5. **CLOSING:** The closing of the sale (the "Closing Date") shall take place at Meridian Title Corporation within sixty (60) days from the date hereof, unless extended in writing signed by both parties hereto, with the costs thereof shared equally.
6. **POSSESSION:** The possession of the Property shall be delivered to Purchaser at closing in its "AS IS" condition.
7. **INSPECTIONS:** Purchaser hereby waives inspections of the Property and relies upon the condition of the Property based upon its own examination, and purchases the Property "AS IS", without warranty of any kind, except as may be provided under a Limited Warranty Deed.
8. **REAL ESTATE TAXES:** All real estate taxes assessed for the current and any prior calendar year and remaining unpaid, if any, shall be paid by Purchaser.
9. **DISCLOSURE OF LIENS AND CLAIMS:** As of Closing Date, Seller warrants there will be no outstanding judgment, tax or other liens attached to the Property.
10. **INSURANCE:** Insurance shall be canceled as of the Closing Date and the Purchaser shall provide its own insurance.
11. **SURVEY:** If Seller has a survey of the Property, a copy will be provided. If no survey exists, none is required.

12. **TITLE AND SURVEY APPROVAL:** Seller shall deliver to Purchaser within thirty (30) days after acceptance of this purchase agreement, a Commitment for Title Insurance from Meridian Title Corp., in the amount of the Purchase Price, to insure in Purchaser a marketable title in fee simple absolute to the Property, subject to the easements and restrictions of record, current zoning laws, and real estate taxes on the Closing Date (the "Commitment") and, at Purchaser's request, legible copies of all recorded instruments affecting the Property recited as exceptions in the Commitment. If Purchaser has an objection to items disclosed in such Commitment, Purchaser shall promptly make written objection to Seller after receipt of each such instrument. If Purchaser makes such objections or if the objections are disclosed in the Commitment, or by the issuer of the Title Policy, Seller shall have thirty (30) days from the date such objections are disclosed to cure the same, and the Closing Date shall be extended if necessary. Seller agrees to utilize its best efforts and reasonable diligence to cure such objection, if any. If the objections are not satisfied within such time period, Purchaser may (a) terminate this purchase agreement, or (b) waive the unsatisfied objections and close the transaction. In the event of termination, neither party shall thereafter be under any further liability to the other.

13. **SPECIAL ASSESSMENTS:** Any special assessments applicable to the Property for municipal improvements previously made to benefit the Property shall be paid by Purchaser. Purchaser will assume and agree to pay all special assessments for municipal improvements which are completed after the date of this Purchase Agreement.

14. **PURCHASER'S CONDITIONS TO CLOSING.**

a. Purchaser's obligations under this Agreement are expressly conditioned upon the occurrence of the following events:

- (1) The Title Company shall be ready, willing and able to issue the Title Policy in the form required on the Closing Date.
- (2) Seller shall be ready, willing and able to deliver to Purchaser on the Closing Date the fully executed Limited Warranty Deed, in form acceptable to Purchaser and its counsel, as required hereunder.
- (3) Purchaser and/or the Title Company shall have received such other documents as the title insurer deems necessary to complete the transactions contemplated by this Agreement.

b. In the event that satisfaction of any of the conditions described in this Paragraph shall not have timely occurred, Purchaser shall have the option to waive such condition and thereupon remain obligated to perform this Agreement; or terminate this Agreement. Upon termination of this Agreement by Purchaser pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

15. SELLER'S CONDITIONS TO CLOSING:

a. Seller's obligations under this Agreement are expressly conditioned upon the occurrence of the following events: Purchaser shall have delivered to the Closing Agent the Purchase Price and related Sale Expenses on the Closing Date.

b. In the event that satisfaction of any of the conditions described in this paragraph shall not have timely occurred through no fault of Seller, Seller shall have the option to waive such condition and thereupon remain obligated to perform this Agreement; or terminate this Agreement. Upon termination of this Agreement by Seller pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

16. SALE EXPENSES: Seller and Purchaser agree that all sale expenses are to be paid in cash prior to or at the closing by the Purchaser, including, without limitation, all costs for 1) releasing existing liens and recording the releases; 2) any closing fee; 3) preparation of Deed and Vendor's Affidavit; 4) all recording fees; 5) copies of documents pertaining to restrictions, easements, or conditions affecting the Property; and 6) expenses stipulated to be paid by Purchaser under other provisions of this Agreement (the "Sale Expenses").

17. DEFAULT: If Purchaser breaches this Agreement and is in default, (a) Seller may seek specific performance or any other remedy provided by law or equity; or (b) Seller may treat this Agreement as being terminated. If Seller, through no fault of Seller, is unable to convey marketable title as required by this Agreement and the defect or defects are not waived by Purchaser, this Agreement shall terminate and the parties will have no further liabilities hereunder. If Seller can convey marketable title but, without just cause, refuses to perform as required, Purchaser may pursue all available legal and equitable remedies.

18. DUTIES OF PURCHASER AND SELLER AT CLOSING:

a. At the closing, Seller shall deliver to Purchaser, at Purchaser's sole cost and expense, the following:

- (1) A duly executed and acknowledged Limited Warranty Deed conveying good and indefeasible title in fee simple to all of the Property, subject only to the easements and restrictions of record, current zoning laws and real estate taxes, except as permitted herein and/or approved by Purchaser in writing, and execute a Vendor's Affidavit;
 - (2) An Owner's Policy of Title Insurance (the "Title Policy") issued by a reputable title insurance company chosen by the Seller in the full amount of the Purchase Price, dated as of the closing, insuring Purchaser's fee simple title to the Property to be good and indefeasible subject only to the standard printed exceptions contained in the usual form of the Title Policy;
 - (3) Furnish evidence of its capacity and authority for the closing of this transaction; and
 - (4) Execute all other necessary documents to close this transaction.
- b. At the closing, Purchaser shall perform the following:
- (1) Pay the cash portion of the Purchase Price and all Sale Expenses in the form required by the Closing Agent;
 - (2) Furnish evidence of its capacity and authority for the closing of this transaction; and
 - (3) Execute all other necessary documents to close this transaction.

19. **CONSOLIDATION OF LOTS:** Purchaser agrees, within 180 days of the Closing of this purchase to consolidate and incorporate the Property purchased hereunder into its existing abutting real estate, thus creating a new zoning lot or consolidated taxable lot (the "Consolidated Property"). The parties agree that this provision will survive Closing.

20. **NO SUBDIVISION OR PARTITION.** Purchaser agrees that he will not subdivide or partition the Consolidated Property for a period of five years from and after the date of closing of this purchase. The parties agree that this provision will survive Closing.

21. **CONDEMNATION:** If prior to Closing Date condemnation proceedings are commenced against any portion of the Property, Purchaser may, at its option, terminate this Agreement by written notice to Seller within ten (10) days after Purchaser is advised of the

commencement of condemnation proceedings, or Purchaser shall have the right to appear and defend in such condemnation proceedings, and any award in condemnation shall, at the Purchaser's election, become the property of Seller and reduce the purchase price by the same amount or shall become the property of Purchaser and the Purchase Price shall not be reduced.

22. **MISCELLANEOUS:**

a. Any notice required or permitted to be delivered hereunder, shall be deemed received when personally delivered or sent by United States mail, postage prepaid, certified and return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth below the signature of such party hereto.

b. During the term of this Agreement, Seller shall entertain no competing offers nor shall he negotiate with any third person or entity for the sale of this Property.

c. Both Purchaser and Seller agree that there are no brokers involved in this Agreement.

d. This Agreement shall be construed under and in accordance with the laws of the State of Indiana.

e. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

f. In case of any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

g. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the transaction and cannot be changed except by their written consent.

h. Time is of the essence of this Agreement.

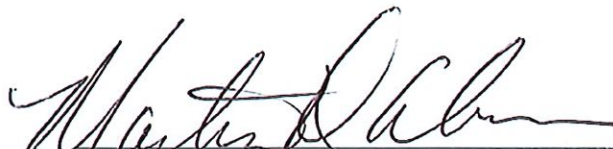
i. Words of any gender used in this Agreement shall be held and constructed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

j. All rights, duties and obligations of the signatories hereto shall survive the passing of title to, or an interest in, the Property.

k. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


“PURCHASER”

“SELLER”

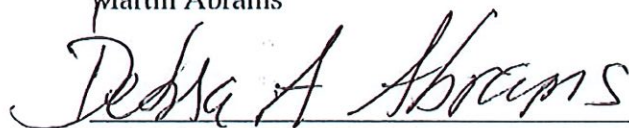


Martin Abrams

City of Elkhart, Indiana
Department of Redevelopment

By: 

Sandra Schreiber, President
Elkhart Redevelopment Commission



Debra Abrams

EXHIBIT A

Legal Description

A part of Lot Numbered 197 in Beardsley's Fourth Addition to the City of Elkhart, as per plat thereof recorded in Deed Record 72, page 468 in the Office of the Recorder of Elkhart County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of said Lot; thence Easterly along the Northerly line of said Lot, 87.42 feet, more or less, to the Northwest corner of land sold to Carl H. and Bertha Dickerhoff; thence Southerly, parallel with the West line of Cassopolis Street, 66 feet to the South line of said Lot 197; thence Westerly along the South line of said Lot 197, 87.42 feet, more or less, to the Southwest corner of said Lot 197; thence Northerly along the Westerly line of said Lot 197, 66 feet to the Point of Beginning, together with the East Half of the vacated alley lying West of and adjacent to said Lot.

RESOLUTION NO. 24-R- 076

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING HANGAR REIMBURSEMENT

Whereas, the Elkhart Board of Aviation Commissioners (“BOAC”) is entering into a contract to construct new T-Hangars and related airport improvements at the Municipal Airport within the boundaries of the Aeroplex Economic Development and TIF Areas (the “Project”) to attract additional corporate and private users of the airport, attract new businesses and corporate headquarters to the Aeroplex Industrial Park, retain existing jobs and create new jobs for the Areas, and enhance the economic development activities of the Areas; and

Whereas, The Commission has determined that the Elkhart Municipal Airport plays a critical role in the economic development of the North Corridor and the City as a whole, and is the key to further economic expansion in the Aeroplex Areas; and

Whereas, BOAC has requested the Commission reimburse \$275,000 of the cost of the Project as a Local Public Improvement as allowed under IC 36-7-14-39 (b)(3)(G); and

Whereas, improving the Elkhart Municipal Airport to expand its economic development impact is a project and purpose of the Commission for which Aeroplex TIF funds may be spent; and

Whereas, the Commission finds it is in the best interest of the City and its inhabitants and that the funds should be appropriated to reimburse the City for the expenditures made by it for the Local Public Improvements.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission declares and reaffirms that the enlargement and economic development of the Elkhart Municipal Airport is a Purpose and Project of the Commission for which Aeroplex TIF funds may be spent.
2. The Commission appropriates the sum of \$275,000.00 from the Aeroplex Allocation Area Special Fund to reimburse the City for expenditures made by it for the Project, with any unspent funds to be returned to the appropriate account.
3. The Officers of the Commission are authorized and directed to perform all acts they deem necessary and appropriate to carry out the terms of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 12th DAY OF NOVEMBER 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

By _____
Dina Harris, Secretary

RESOLUTION NO. 24-R- 077

**RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING EMPLOYMENT OF
CONSULTANT TO PROVIDE COLLABORATIVE ASSISTANCE ON
MUSIC TOWN PROGRAM AND APPROPRIATING FUNDS**

WHEREAS, The Commission has received and reviewed the attached Collaboration Agreement with Juke Technologies, Inc (“Juke”) to provide administrative services to develop and run the Music Town Program (the “Program”) within the City of Elkhart as set forth in the Contract (the “Services”); and

WHEREAS, the Commission finds that the Program will enhance, improve and further the economic development and quality of life projects and goals within the established Development and TIF Areas of the City; and

WHEREAS, the Commission believes it is in the best interest of the City and its inhabitants that Juke be employed to perform the Services and the funds be appropriated to cover the cost.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the employment of Juke at a fee not to exceed \$125,000.00 to perform the Services, of which \$75,000 will be paid from TIF funds.
2. The Commission approves the form of Collaboration Agreement attached hereto and authorizes its execution.
3. The Commission appropriates the sum of \$75,000.00 to be allocated among and charged in shares to each established Allocation Area to cover the cost of the Services, as follows: 30% of the total cost shall be charged to the Downtown Allocation Area No. 1, 30% of the total cost shall be charged to the Consolidated South Elkhart Allocation Area, 30% of the total cost shall be charged to the Cassopolis Street Allocation Area, 5% of the total cost shall be charged to the Aeroplex Allocation Area and 5% of the total cost shall be charged to the Technology Park Allocation Area.
4. The Officers of the Commission are hereby authorized to do all acts and execute all agreements which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT ITS PUBLIC MEETING THIS 12th DAY OF NOVEMBER 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

COLLABORATION AGREEMENT

This Collaboration Agreement (this “**Agreement**”) is entered into as of November __, 2024 (the “**Effective Date**”) by and between Juke Technologies, Inc., a Delaware corporation (“**Juke**”) and the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission (the “**City**”). Juke and the City are individually referred to herein as a “**Party**,” and collectively as the “**Parties**”. Capitalized terms used herein are defined in Section 11.

In consideration of the mutual promises and covenants set forth herein, the Parties hereby agree as follows:

1. Collaboration; Appointment.

a. Appointment. The Parties have identified the opportunity to collaborate with one another in order to provide an enriching program designed to foster community vibrancy and growth by leverage the Juke Platform to administer the Music Town Program within the greater Elkhart Economic Area. As such, the City desires to appoint Juke as the Administrator of Music Town, and Juke desires to accept from the City the appointment as the Administrator of Music Town on the terms and subject to the conditions set forth in this Agreement. Throughout the Term, each Party shall use reasonable efforts to endorse and promote Music Town, as well as to refer, introduce, and direct potential Sponsors to help subsidize and develop the Music Town Program.

b. Promotion and Marketing. Juke shall be responsible for preparing the marketing materials as part of the Administrator Services for the promotion and advertisement of the Music Town Program (the “**Marketing Materials**”). Juke will provide the City with copies of any proposed Marketing Materials, which shall be deemed accepted for use in association with the Music Town Program, unless the City objects to any Marketing Materials (in whole or in part) within five (5) business days from receipt thereof. Juke hereby grants to the City a non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free, fully-paid up right to copy and distribute the Marketing Materials solely in connection with the City’s efforts to promote and advertise the Music Town Program. Juke retains all right, title and interest in and to the Marketing Materials, and any derivative works, modifications or improvements to the Marketing Materials. The Parties shall not modify the approved Marketing

Materials unless the Parties agree in writing to such modification.

c. No Authority. Neither Party has the authority to bind the other Party to any contract, representation, warranty, understanding, act or deed concerning the other Party, or any services and products offered by the other Party. Neither Party shall make representations or warranties concerning the relationship with the other Party unless such warranty or representation is authorized in writing by the other Party. In addition, neither Party shall make any representations or warranties to any third parties with respect to the other Party’s obligations hereunder, including without limitation, concerning prices, terms or delivery, performance or delivery of such obligations, terms of payment, or conditions of sales except to the extent such representations are authorized in writing by the other Party (except as otherwise mutually agreed upon between the Parties).

d. Subcontracting. Juke may, but is not required to, subcontract the Administrator Services on a case-by-case basis (“**Subcontracting Relationship**”). Each such Subcontracting Relationship shall be established via a separate agreement negotiated by and between Juke and said subcontractor and shall be subject to the approval of the City, such approval not to be unreasonably withheld. Nothing in this Agreement shall create, or otherwise be construed to imply, an affirmative obligation on behalf of Juke to enter into a Subcontracting Relationship. The City hereby approves a Subcontracting Relationship with GigFinesse, Inc.

e. Collaboration. Each Party agrees to act in good faith and in a commercially reasonable manner to perform such functions as the Parties may mutually agree in writing, which may include

developing budgets, scope of works, protocols, specifications, timelines, milestones, schedule of activities and similar activities, in an effort to market, promote and/or administer the Music Town initiative.

f. No Obligation. City acknowledges that Juke is under no obligation to provide the Juke Platform to an End User and that the provision of Juke Platform to an End User shall be in the sole discretion of Juke.

2. Compensation.

a. Fees. In consideration of acting as the Administrator of Music Town, the City shall pay Juke fees in the aggregate amount of \$125,000 (“**Administrator Fees**”) as follows: 1) \$100,000 promptly after the Effective Date; and 2) \$25,000 six months after the Effective Date. Any Administrator Fees will be paid to Juke in accordance with this Section 2.

b. Promotion and Marketing Activities. Juke will promote and market Music Town by and through the Administrator Fees and otherwise at its own expense. As such, Juke shall not be entitled to any reimbursement of any additional costs or expenses incurred by Juke in connection with the Administrator Services unless expressly agreed to in writing by the City.

c. Currency. All Fees under this Agreement shall be paid in U.S. dollars, unless the Parties otherwise agree in writing.

d. Taxes. All Fees are stated exclusive of any applicable sales, use, GST, HST, PST, value-added, withholding, or similar taxes or duties, whether domestic or foreign (collectively, “**Taxes**”). Each Party is responsible for all applicable Taxes related to the Fees. Each Party shall pay to the other Party all amounts due hereunder in full without any set-off, counterclaim, deduction or withholding.

e. Books and Records. Juke shall: (i) maintain books and records in order to ensure that Fees, Taxes, receipts and expenses in connection with Juke’s performance under this Agreement are accurately recorded with reasonable detail and are based on accurate and sufficient supporting

documentation; and (ii) maintain practices and internal controls to ensure that no “off the books” accounts are created or maintained in connection with Juke’s performance under this Agreement. Unless otherwise required by applicable Law, all such books and records will be maintained by Juke for a period of two (2) years after the termination or expiration of this Agreement.

3. Conduct.

a. Generally. Neither Party: (i) will hold itself out as an agent, joint venturer, legal representative, or employee of the other Party, and will not otherwise suggest any affiliation with the other Party except as expressly provided herein or permitted in writing by the other Party; and (ii) will make any legal representations, guarantees or warranties of any type on behalf of the other Party or with respect to the Juke Platform, or describe the Juke Platform in a manner inconsistent with any descriptions or specifications communicated by Juke.

b. Compliance with Laws. Each Party represents and warrants that it has complied, and covenants that it shall comply, with all applicable Laws and that it has used and shall use only legitimate and ethical business practices in connection with the negotiation of, and performance of, its duties pursuant to this Agreement.

c. Anti-Corruption and Trade Compliance. Juke represents and warrants that it has not engaged in, and covenants that it and they shall refrain from, offering, promising, paying, giving, authorizing the paying or giving of, soliciting, or accepting money or Anything of Value, directly or indirectly, to or from: (i) any Government Official to (a) influence any act or decision of a Government Official in his or her official capacity, (b) induce a Government Official to use his or her influence with a government or instrumentality thereof, or (c) otherwise secure any improper advantage; or (ii) any person in any manner that would constitute bribery or an illegal kickback, or would otherwise violate applicable anti-corruption law, in each case, in connection with the negotiation of, and performance of it and their duties pursuant to, this Agreement. Juke has not made a voluntary or other

disclosure to, received any notice, subpoena, request for information, or citation from, or is aware of any past or present investigation of Juke by a Governmental Authority related to alleged violations of any anti-corruption Law. Juke acknowledges that U.S. and EU trade sanction Laws are applicable to Juke and the Juke Platform and, as such, Juke represents and warrants that it is not subject to any U.S. or EU trade sanctions or economic restrictions. Juke will ensure that any subcontractors retained by Juke in connection with its performance under this Agreement expressly agree to anti-corruption and trade compliance undertakings, representations, and warranties substantially similar to the provisions set forth in this Section 3.c.

d. Non-Discrimination. The Parties shall not permit any discrimination against or segregation of any person or group of persons in connection with the performance of this Agreement by reason of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed services, genetic information, union membership, or any other characteristic protected under applicable federal, state, or local law, including, but not limited to, claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Genetic Information Nondiscrimination Act, and any other similar laws, rules, or regulations.

e. Notice of Violation. If either Party becomes aware that it or the other Party has violated, or any employee or representative has requested that the other Party violate, any of the terms of this Section 3, said Party shall provide prompt notice to the other Party of the facts and circumstances associated with such violation or request.

4. Term and Termination.

a. Term. Unless earlier terminated as permitted in this Agreement, this Agreement will commence on the Effective Date and will continue for an initial term of twelve (12) months (the “**Initial Term**”); thereafter, this Agreement will

automatically renew for successive twelve (12) month periods on payment terms to be negotiated and agreed to by the parties prior to the renewal, unless either party gives the other written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each, a “**Renewal Term**”) (the Initial Term and any Renewal Term(s), the “**Term**”). If the parties do not agree on payment terms for a Renewal Term prior to the expiration of the then-current Term, this Agreement shall terminate.

b. Termination for Breach. Either Party may terminate this Agreement upon ten (10) business days’ written notice in the event of a material breach of any term of this Agreement by the other Party that is not cured within such ten (10) business day period. Notwithstanding the foregoing, either Party may terminate this Agreement immediately (without the right to cure) upon notice to the other Party in the event of a breach of Section 3.

c. Effect of Termination. Upon expiration or termination of this Agreement for any reason, each Party agrees to (i) cease any activity with respect to the other Party and to return to the other Party all property of the other Party, (ii) immediately cancel, to the greatest extent possible, any third-party obligations pertaining to the Music Town Program, and (iii) within thirty (30) days after termination of this Agreement, Juke will provide the City with a written itemized statement of all work performed by it pertaining to the Music Town Program, and the costs associated, therewith, and either (x) promptly refund any recoverable costs to the City or (y) credit any recoverable costs toward another existing or future offering, at the election of the City.

d. Survival. Section 3 (Conduct), this Section 4 (Term and Termination), Section 5 (Confidential Information), Section 6 (Limitation on Liability; Indemnification), Section 7 (Audits), Section 10 (General) and Section 11 (Definitions) shall survive any expiration or termination of this Agreement. Further, except in cases of Termination for Breach pursuant to Section 4.c, hereof, the obligation to pay the Referral Fees shall survive any expiration or termination of this Agreement.

5. Confidential Information. Each Party (the “**Receiving Party**”) agrees to hold in

confidence and not disclose to any third-party nor use for any purpose except as necessary to perform its respective obligations under this Agreement any Confidential Information received from the other Party (the “**Disclosing Party**”), except as required by law. Receiving Party shall return or certify its destruction of all Confidential Information (including all copies and extracts thereof) of Disclosing Party upon the earlier to occur of termination or expiration of this Agreement or written request by Disclosing Party. Receiving Party acknowledges that any disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore upon any such disclosure Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law or under this Agreement. Notwithstanding any other provision of this Agreement, or any non-disclosure agreement between the Parties, Receiving Party may freely disclose the existence and terms of this Agreement to any third party whenever Receiving Party considers it necessary or prudent to disclose the terms of this Agreement, including to any Governmental Authority in connection with a violation or potential violation of Section 3.

6. Limitation on Liability; Indemnification.

a. Limitation on Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR DAMAGES RELATED TO LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY DAMAGES HEREUNDER IN THE AGGREGATE IN EXCESS OF THE TOTAL FEES PAID UNDER THIS AGREEMENT DURING THE 12-CONSECUTIVE MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST APPLICABLE EVENT, ACT OR OMISSION GIVING RISE TO SUCH DAMAGES. The foregoing shall not exclude or limit either

Party's liability for: (a) death or personal injury arising from negligence; (b) fraud; (c) gross negligence; or (d) willful misconduct. The limitations in this Section 6.1 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

b. Indemnification. Each Party (the “**Indemnifying Party**”) shall defend, indemnify and hold the other Party, its affiliates and its and their officers, directors, employees and agents (the “**Indemnified Party**”) harmless from and against any losses, damages, liabilities (including settlements, judgments, fines and penalties) and costs and expenses (including reasonable external attorneys' fees) of any type (collectively, “**Losses**”) arising out of or relating to a third party assertion, or an actual or threatened claim, action, suit or proceeding (collectively, “**Third Party Claim**”) in connection with Indemnifying Party's activities hereunder, including any breach of this Agreement (including Section 3) by Indemnifying Party.

c. Indemnification Procedures. If a Third Party Claim is commenced against an Indemnified Party, prompt notice thereof shall be given by the Indemnified Party to the Indemnifying Party. The failure to deliver such notice, however, shall not release the Indemnifying Party from its indemnification obligations hereunder except to the extent that the Indemnifying Party is materially prejudiced by such failure. At the Indemnifying Party's reasonable cost and expense: (i) the Indemnifying Party shall immediately take control of the defense of such Third Party Claim and shall engage attorneys reasonably acceptable to the Indemnified Party to defend such Third Party Claim; and (ii) the Indemnified Party shall cooperate with the Indemnifying Party (and its attorneys) in the defense of such Third Party Claim. The Indemnified Party may, at its own cost and expense, participate (through its attorneys or otherwise) in such defense. The Indemnifying Party shall not enter into a settlement of such Third Party Claim that does not include a full release of the Indemnified Party or involves a remedy other than the payment of money, without the Indemnified Party's written consent. If the Indemnifying Party does not assume control over the defense of such Third Party Claim as set forth herein, the

Indemnified Party may defend such Third Party Claim in such manner as the Indemnified Party may reasonably deem appropriate, at the cost and expense of the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party shall not be entitled to assume control of the defense of any Third Party Claim that could impose criminal liability on the Indemnified Party, and unless otherwise agreed by the Parties, the Indemnified Party shall have the right (but not the obligation) to defend such Third Party Claim, at the cost and expense of the Indemnifying Party.

7. **Audits.** Upon reasonable prior notice to Juke, Juke shall provide City and its auditors with reasonable access to, and assistance and information that they may reasonably require with respect to, Juke's books and records for purposes of auditing Juke's compliance with this Agreement (including Section 3). Upon notification that an audit identifies that Juke is not in compliance with this Agreement, Juke shall promptly correct such noncompliance no later than twenty (20) business days after such notice.

8. **Use of Name.** Subject to the limitations set forth herein, each Party shall be free to mention or otherwise use the name, logo, or Trademark of the other Party (or any abbreviation or adaptation thereof) (the "**Marks**") in any publication, press release, marketing and promotional material, or other form of publicity (collectively, "**Publication**"); provided, that it receives prior written (including email) approval of such other Party in each such instance. Notwithstanding the foregoing, Juke shall be permitted to use the City's Marks in any Publication without the prior written approval of the City to disclose, market or advertise (subject to applicable Laws, including relevant securities laws) (i) the City's collaboration with Juke as further contemplated herein, and (ii) the City's financial contribution in Music Town. The restrictions imposed by this Section 8 shall not prohibit either Party from making any disclosure identifying the other Party that, in the opinion of the disclosing Party's counsel, is required by applicable Law.

9. **Public Announcements.** Each Party and their respective affiliates shall have the right to publicly disclose the collaboration, development

and commercial information described in Exhibit C attached hereto and incorporated herein (the "**Press Release**"). The Parties have agreed upon the content of the Press Release and the release of which the Parties will coordinate in order to accomplish such release promptly upon execution of this Agreement.

10. General.

a. **Successors and Assigns.** This Agreement will bind and inure to the benefit of each Party's permitted successors and assigns.

b. **Assignment.** Either Party may cede, delegate, and/or assign this Agreement (in whole or in part) to any of its affiliates or in connection with a merger, corporate reorganization, acquisition, change in control or similar such transaction or sale of all or substantially all of its assets or voting securities.

c. **Governing Law and Venue.** To the maximum extent permitted by law, this Agreement shall be governed by the laws of the State of Indiana and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. The prevailing Party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

d. **Cumulative Remedies.** No specific remedy under this Agreement shall limit a Party's right to exercise all other remedies available to such Party at law, in equity or under this Agreement, and all such remedies shall be cumulative.

e. **Severability.** If a provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement shall remain in full force and effect, except to the extent such remaining provisions are not capable of substantial performance as a result of such holding.

f. **Notice.** Any notice under this Agreement shall be given in writing and shall be deemed

effective to the Party to be notified: (i) upon confirmed receipt by personal delivery; (ii) one (1) business day following deposit for delivery with any internationally recognized overnight courier; or (iii) three (3) business days after deposit with a nationally recognized mail carrier with packaging tracking capability, sent by certified mail with return receipt requested. Notice shall be addressed to each Party at the location specified on the signature page to this Agreement (as may be updated by either Party upon written notice to the other Party).

g. Entire Agreement. This Agreement, together with the Exhibits, constitutes the complete agreement between the Parties and supersedes all previous agreements or representations, whether written or oral, with respect to the subject matter set forth herein.

h. Amendment and Waiver. This Agreement may not be modified except in a writing duly executed by the Parties. Any waiver must be in writing signed by the Party claimed to have waived.

i. Counterparts and Electronic Signature. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party. This Agreement and any amendments hereto, to the extent signed and delivered by electronic means (e.g., facsimile or email), shall be treated in all respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

j. Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted assigns and each Party intends that this Agreement shall not benefit, or create a right or cause of action in or on behalf of, any person or entity other than the Parties, their permitted successors and assigns, and with respect to Section 6, the Indemnified Parties.

k. Independent Contractor. It is the express intention of the Parties that each Party is an independent contractor of the other Party and not an

employee, agent, joint venture or partner of the other Party. Nothing in this Agreement shall be read as creating the relationship of employer and employee between either Party. For the avoidance of doubt, neither Party is entitled to participate in any benefits provided by the other Party, including its pension plans, bonus, stock or similar benefits that it makes available to its employees.

l. Interpretation. The word "including" and words of similar import when used in this Agreement will mean "including, without limitation," unless otherwise specified. The words "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision in this Agreement. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so requires. In this Agreement, references to "day" refers to a calendar day, unless otherwise indicated. In this Agreement, references to Sections or Exhibits shall be to Sections of, or Exhibits to, this Agreement, unless otherwise indicated. The word "will" shall be construed to have the same meaning and effect as the word "shall" The term "or" is not exclusive. The headings in this Agreement will not be referred to in connection with the construction or interpretation of this Agreement. This Agreement is in the English language only, which language shall be controlling in all respects, and all notices under this Agreement shall be in the English language.

m. Certificate of Compliance. Attached hereto as Exhibit D is Juke's signed Certificate of Compliance, which is incorporated herein by reference. Juke agrees that all Subcontracting Relationships shall include a substantially similar Certificate of Compliance.

11. **Definitions**. For the purposes herein, the following definitions shall apply:

"**Administrator**" means the Party appointed to provide the Administrator Services in accordance with the terms and conditions set forth under this Agreement.

"**Administrator Services**" means the provision of certain technology, managerial and administrative

services in furtherance of the Music Town Program, including those services set forth on Exhibit A attached hereto and incorporated herein.

“**Administrator Fees**” has the meaning set forth in Section 2.a.

“**Anything of Value**” means anything of value, including cash or a cash equivalent (including "grease", "expediting" or facilitation payments), discounts, rebates, gifts, meals, entertainment, hospitality, use of materials, facilities or equipment, transportation, lodging, or promise of future employment.

“**Confidential Information**” means any and all technology, know-how, business information and other material of any type, which is either marked confidential at the time of disclosure or which from the context of its disclosure or the nature of the information itself should reasonably be understood to be confidential information, including the terms and conditions of this Agreement.

“**Elkhart Economic Area**” means the geographical location encompassing the city of Elkhart, Indiana, and the surrounding townships encompassing Elkhart County, Indiana.

“**End User**” means any person or entity who is authorized by Juke to access and use the Juke Platform under the rights granted to End User pursuant to the agreement(s) governing the rights, obligations and restrictions associated with the access and use of the Juke Platform.

“**Governmental Authority**” means a U.S. or non-U.S. multinational, national, regional, federal, state, municipal, local, territorial, provincial or other governmental department, regulatory authority, commission, board, bureau, agency, ministry, self-regulatory organization or legislative, judicial or administrative body, including any other entities funded in whole or in part by any of the foregoing.

“**Government Official**” means: (1) any official or employee of any multinational, national, regional, territorial, provincial or local government in any country, including any official or employee of any government department, agency, commission, or division; (2) any official or employee of any government-owned or - controlled enterprise; (3)

any official or employee of any public educational, scientific, or research institution; (4) any political party or official or employee of a political party; (5) any candidate for public office; (6) any official or employee of a public international organization; or (7) any person acting on behalf of or any relatives, family, or household members of any of those listed above.

“**Indemnified Party**” has the meaning set forth in Section 6.b.

“**Indemnifying Party**” has the meaning set forth in Section 6.b.

“**Initial Term**” has the meaning set forth in Section 4.a.

“**Juke Platform**” means the web-based software platform that provides certain End Users with an enhanced interactive experience during live performances at designated venue locations, and any related websites, apps, online services and content of Juke, as may be modified by Juke from time to time.

“**Laws**” means all applicable local, state, provincial, territorial, federal and international laws, regulations, rules and conventions, including those related to data privacy and data transfer, international communications, and the exportation of technical or personal data.

“**Losses**” has the meaning set forth in Section 6.b.

“**Marks**” has the meaning set forth in Section 8.

“**Marketing Materials**” has the meaning set forth in Section 1.b.

“**Music Town**” or “**Music Town Program**” means the community-based program designed to sponsor a series of live music events to better integrate the artistic musical community with the greater community to foster a vibrant atmosphere that celebrates diversity, inclusion, small businesses, tourism, and engagement, in furtherance of the Core Objectives set forth on Exhibit B attached hereto and incorporated herein.

“**Party**” or “**Parties**” has the meaning set forth in the preamble.

“Press Release” has the meaning set forth in Section 9, as further described in Exhibit C attached hereto and incorporated herein.

“Publication” has the meaning set forth in Section 8.

“Renewal Term” has the meaning set forth in Section 4.a.

“Sponsor” means any person or entity who agrees to, directly or indirectly, provide Anything of Value

in support and furtherance of the Music Town Program.

“Subcontracting Relationship” has the meaning set forth in Section 1.d.

“Taxes” has the meaning set forth in Section 2.d.

“Term” has the meaning set forth in Section 4.a.

“Third Party Claim” has the meaning set forth in Section 6.b.

The remainder of this page is intentionally left blank; signature page follows.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

JUKE TECHNOLOGIES, INC.

**THE CITY OF ELKHART, INDIANA,
DEPARTMENT OF REDEVELOPMENT**

By: _____

Name:

Title:

Notice Address:

Email: _____

By: _____

Name: Sandra Schreiber

Title: President, Redevelopment Commission

Notice Address:

Email: _____

Exhibit A

Administrator Services:

During the Term, Juke shall be responsible for providing and administering the following Administrator Services in furtherance of, and in connection with, the procurement, recruitment, management, administration, and support of the Music Town Program:

1. Technology Implementation:

- Provide the Juke Platform free of charge to end users (e.g. venues, local artists, etc.), subject to their respective compliance with Juke's then-standard terms and conditions governing the use and access of the Juke Platform.
- Market, recruit, and onboard venues and businesses located within the Elkhart Economic Area onto the Juke Platform.
- Market, recruit, and facilitate promotion and rebate initiatives with retail partners located within the Elkhart Economic Area.

2. Show Curation and Booking:

- Conduct market research and audience surveys to identify and implement community preferences.
- Source, procure, and secure engagements with artistic musical talent (i.e. musicians, bands, instrumentalists, etc.) by (i) engaging local talent, as well as (ii) soliciting talent from outside the region to perform in the Elkhart Economic Area.
- Work with venues located within the Elkhart Economic Area to secure, coordinate, and schedule Music Town events by leveraging (in part) the Juke Platform.
- Work with the City to leverage sponsorship commitments to serve the diverse needs of community members located within the Elkhart Economic Area.

3. Marketing and Promotion:

- Develop a targeted marketing campaign leveraging the Juke Platform, social media channels, and local partnerships to promote, foster and encourage community participation in the Music Town Program.
- Collaborate with regional tourism agencies, committees, and organizations to foster greater tourism to the Elkhart Economic Area.
- Engage local media outlets and community groups to promote Music Town events.

4. Artist Development:

- Identify and provide booking support to emerging artistic musical talent.
- Provide community engagement opportunities for artistic musical talent in an effort to better integrate the arts with community and business partners.

5. Community Engagement:

- Encourage feedback and input from community members located within the Elkhart Economic Area via surveys and questionnaires.
- Facilitate periodic meetings with community stakeholders located within the Elkhart Economic Area to brainstorm unique and creative events for the Music Town Program.

6. Data Collection and Analysis:

- Track attendance, spending, and fan engagement through the Juke Platform.
- Work with the City to generate periodic reports to measure the economic and social impact of Music Town Program.
- Leverage data insights and extrapolations to refine programming and marketing strategies.

The Parties acknowledge that the Administrator Services require unique skills that the City does not currently possess and that the City is retaining Juke because it can provide such skills. Juke will provide periodic reports and consultation to the City concerning the Administrator Services at such times as the City reasonably requests. Subject to the requirements set forth above and those other provisions of this Agreement that apply to the times and manner of performing the Administrator Services, Juke will have the discretion to determine the manner in which it performs the Administrator Services and the time or times at which it performs the Administrator Services.

Exhibit B

Music Town: Core Objectives

- **Enhance Community Events:** Offer needle-moving event sponsorships that bring elements of novelty to the Elkhart Economic Area.
- **Boost Local Economy:** Drive economic growth by attracting visitors and encouraging spending at local businesses located within the Elkhart Economic Area.
- **Promote Cultural Engagement:** Increase community participation in cultural events and support for local venues and artistic musical talent within the Elkhart Economic Area.
- **Enhance Community Livability:** Improve the quality of life for residents located in the Elkhart Economic Area by providing more robust and diverse entertainment options.
- **Foster Talent Development:** Offer platforms for emerging and/or local artistic musical talent to showcase their talents and gain recognition.

Exhibit C

Press Release

[attached]

Exhibit D

Certificate of Compliance

Juke Technologies, Inc. ("Contractor") affirms to the City of Elkhart, Indiana, ("City") under the penalties of perjury:

E-VERIFY REQUIREMENT:

1. All terms defined in Indiana Code 22-5-1.7 *et.seq.* apply hereto.
2. Contractor shall enroll in and verify the work eligibility status of all its newly hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement.
3. Contractor does not knowingly employ an unauthorized alien.
4. Any subcontractor under this Agreement shall be required to certify by affidavit that it does not knowingly employ or contract with unauthorized aliens, and it has enrolled and is participating in the E-Verify program. Contractor shall maintain a copy of such certification for the duration of each subcontract.
5. Contractor and any Subcontractors shall have 30 days after notice of any violation of these terms to cure the same ("Cure Period"). Should the violation not be remedied within the Cure Period, City shall have the right to terminate this Agreement without liability to Contractor or Subcontractor.
6. The E-Verify requirements will not apply should the E-Verify program cease to exist.

ANTI-IRAN INVESTMENT REQUIREMENT

Contractor certifies that it is not now engaged in investment activities in the Country of Iran and it understands that providing a false certification could result in fines, penalties, and civil action against it.

TITLE VI POLICY

Contractor acknowledges receipt of the following Title VI Policy:

The City of Elkhart, Indiana (Elkhart) is committed to a policy of inclusiveness, fairness, and accessibility of its programs, activities and services to all persons in Elkhart. As provided by Title VI of the Civil Rights Act of 1964 and all related statutes, Elkhart assures that no person shall, on the on the grounds religion, race, color, national origin, sex, age, disability/handicap, sexual orientation, gender identity, limited English proficiency, or low income status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any City of Elkhart program, activity or service. The City of Elkhart further assures every effort will be made to ensure non-discrimination in all of its programs, activities, and services, whether those programs, activities and services are federally funded or not. In the event the City of Elkhart distributes Federal aid funds to another entity, the City of Elkhart will include Title VI language in all written agreements.

The Title VI Coordinator is: _____

Title VI Coordinator

Voice: (574) 294-5471

City of Elkhart

Fax: (574) 293-7658

229 S. 2nd Street

TDD: (574) 389-0198

Elkhart, Indiana 46516

Email: titlevicordinator@coei.org

Dated: _____, 20__.

CONTRACTOR:

RESOLUTION NO. 24-R-078

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING 2025 SPENDING PLAN

Whereas, The Commission is required to approve and submit to the DLGF by December 1 of each year an annual spending plan for the upcoming year; and

Whereas, the Commission has received and reviewed the proposed spending plan for calendar year 2025, a copy of which is attached hereto (the "2025 Spending Plan"); and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that the 2025 Spending Plan be approved.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the 2025 Spending Plan attached hereto.
2. The Officers of the Commission are hereby authorized to cause this Plan to be filed with the DLGF and do all acts which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT ITS PUBLIC MEETING THIS 12TH DAY OF NOVEMBER 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary



City of Elkhart

City of Elkhart

Treasurers Report Summary

Date Range: 01/01/2024 - 09/30/2024

Fund	Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Calculated Ending Balance	Actual Ending Balance	Calculated - Actual Ending
2552 - REDEVELOPMENT	43,627.62	12,000.00	998.00	0.00	0.00	54,629.62	54,629.62	0.00
4445 - TIF DOWNTOWN ALLOCATION	5,306,061.52	1,785,774.21	2,402,011.72	0.00	0.00	4,689,824.01	4,689,824.01	0.00
4446 - TIF ALLOCATION PIERRE MOR	182,258.23	49,818.59	232,076.82	0.00	0.00	0.00	0.00	0.00
4447 - TIF SOUTHWEST ALLOCATION	642,809.11	785,370.34	1,428,179.45	0.00	0.00	0.00	0.00	0.00
4448 - TIF AEROPLEX ALLOCATION	1,895,292.86	322,435.75	2,223.41	0.00	0.00	2,215,505.20	2,215,505.20	0.00
4449 - TIF ALLOCATION STERLING E	189,561.38	226,983.93	416,545.31	0.00	0.00	0.00	0.00	0.00
4450 - TIF ALLOCATION CASS ST AR	15,154,047.86	2,224,230.72	3,535,191.69	0.00	0.00	13,843,086.89	13,843,086.89	0.00
4451 - TIF BAYER/TECH PARK ALLOC	1,243,629.82	171,395.84	17,600.55	0.00	0.00	1,397,425.11	1,397,425.11	0.00
4452 - TIF ALLOCATION S.MAIN GAT	340,350.46	351,217.23	691,567.69	0.00	0.00	0.00	0.00	0.00
4453 - TIF CONSOLIDATED S ALLOCA	6,253,824.58	2,790,944.69	4,700,049.91	0.00	0.00	4,344,719.36	4,344,719.36	0.00
4692 - TIF DOWNTOWN CAPITAL	68,478.32	0.00	0.00	0.00	0.00	68,478.32	68,478.32	0.00
Report Total:	31,319,941.76	8,720,171.30	13,426,444.55	0.00	0.00	26,613,668.51	26,613,668.51	0.00