

CITY OF HOBART
BOARD OF PUBLIC WORKS AND SAFETY

RESOLUTION NO. 2024-04

**ACCEPTING DONATION OF LAND FROM INDIANA LAND BECKNELL
INVESTORS LLC**

WHEREAS, Indiana Land Becknell Investors LLC, a Delaware limited liability company (“Becknell”) is the owner of certain real property located at 6307 IOWA Street, Hobart, Indiana 46342 (“Property”) comprising approximately 20.01 acres and referenced as Parcel Id. 45-12-11-251-001.000-046 as shown on Exhibit A attached hereto; and

WHEREAS, Becknell has agreed to donate the above-referenced parcel to the City of Hobart (“City”) for public recreational use by the City of Hobart Public Parks Department and for maintenance by the City of the existing access and drainage easements and borrow pit; and

WHEREAS, the City and Becknell have negotiated a Donation Agreement governing the covenants, terms, and conditions under which the donation of the above-referenced property will be transferred to the City; and

WHEREAS, the Board now desires to approve and adopt the said Donation Agreement and to authorize its execution for the City and directs the City to proceed with the transfer and acceptance of the referenced property; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works and Safety of the City of Hobart as follows:

1. The Donation Agreement by and between the Indiana Land Becknell Investors LLC and the City of Hobart, which is attached hereto, including all exhibits, is hereby approved and adopted.

ALL OF WHICH is adopted as the Resolution of the Board of Public Works and Safety of the City of Hobart, Indiana on this 5th day of NOV, 2024.



JOSHUA HUDDLESTON, Presiding Officer

ATTEST:



DEBORAH A. LONGER, Clerk-Treasurer

DONATION AGREEMENT

This is a Donation Agreement (the "**Donation Agreement**") for certain real property located at **6307 IOWA STREET, HOBART, INDIANA 46342** ("**Property**"), dated and effective as of this ___ day of May 2024 ("**Effective Date**"), between **INDIANA LAND BECKNELL INVESTORS LLC**, a Delaware limited liability company ("**Donor**") and **THE CITY OF HOBART, INDIANA** ("**Donee**").

RECITALS

This Donation Agreement is made and entered into on the basis of the following facts and understandings of the parties hereto:

- A. Donor is the current owner of the Property identified on **Exhibit "A"** and **Exhibit "A-1"**.
- B. The Property is a parcel of land containing approximately twenty (20) acres.
- C. Donor is unwilling to make any representations or warranties whatsoever regarding the Property and Donor is only willing to transfer the Property to the Donee on an "**as is, where is**" and "**with all faults**" basis.
- D. Donee has been given a full and complete opportunity to conduct its own investigation as to any matter, fact or issue that might influence Donee's decision to accept the Property from Donor. Accordingly, Donee is willing to accept the Property from Donor without any representations or warranties whatsoever regarding the Property and on an "**as is, where is**" and "**with all faults**" basis.
- E. As more fully provided below, Donor will obtain an appraisal of the Property to determine the Property's fair market value (the "**Appraised Value**") and Donor intends that the Appraised Value of the Property will be treated as a charitable contribution by Donor to Donee.
- F. The recitals to this Agreement set forth above in Sections A through E are incorporated into this Agreement and are true and correct.

AGREEMENT

1. DONATION.

- 1.1 **Transfer.** Donor agrees to donate the Property to Donee and Donee agrees to accept the Property from Donor on the terms and conditions set forth herein. In consideration of Donor's transfer of the Property to Donee, Donee will perform all of Donee's obligations hereunder, including but not limited to, the release set forth in Section 2.2 of this Donation Agreement. The Property also includes all of the following: all easements, rights-of-way, encroachments, appurtenances and other rights and benefits thereunto belonging, all curb cuts, public or private streets, roads,

drives, avenues, alleys or pass ways, open or proposed, on or abutting the Property, any award hereafter made to or to be made in lieu thereof, and any award hereafter made for damage to the Property or any part thereof by reason of a change of grade in any street, alley, road or avenue, as aforesaid

Donor and Donee acknowledge that the Property has been improved with the following: (i) a soil borrow pit ("**Borrow Pit**") located on the northwest portion of the Property as shown on **Exhibit "A"** and **Exhibit "A-1"** and (ii) a detention pond (the "**Detention Pond**") located on the southwest portion of the Property as shown on **Exhibit "A"** and **Exhibit "A-1"**.

Upon transfer of the Property, Donee accepts both the Borrow Pit and the Detention Pond in their current "**as-is, where-is condition and with all faults**". Currently, there is construction fencing existing around the perimeter of the Borrow Pit. Donor will assign the fencing lease to Donee, a copy of which is attached hereto as **Exhibit "B"**.

Donor entered into that certain Long-Term Operation and Maintenance Agreement dated as of May 4, 2015, (the "**Maintenance Agreement**") with the City of Hobart, Indiana and recorded on the local land records on May 7, 2015, a copy of which is attached as **Exhibit "C"**. Upon transfer of the Property by Donor to Donee, the Maintenance Agreement will terminate and be of no further force or effect.

- 1.2 **Title and Examination.** Within five (5) days of the effective date, Donee will order a title commitment for a title insurance policy ("Title Commitment"). Donor will provide marketable title to the Property, which will be acceptable to Donee in its absolute discretion and as a condition and contingency to Donee's obligation to accept the Property under this Agreement.
- 1.3 **Further Assurances.** Donee and Donor agree to execute all instruments and documents and to take all actions reasonably necessary and appropriate to consummate the transfer and donation of the Property and will use their commercially reasonable efforts to close by the Closing Date as defined in Section 1.6 below.

1.4 Charitable Donation; Appraisal. Donee acknowledges that Donor intends to treat the donation of the Property as a charitable donation for federal tax purposes, and Donee agrees to execute and deliver such documentation confirming the value of the Property as may be reasonably requested by Donor (including, without limitation, signing the property receipt acknowledgement on IRS Form 8283) confirming the value of the gift, which obligation will survive the conveyance of the Property to Donee. However, Donee makes no representation as to the extent or existence of Donor's right to claim a charitable contribution to Donee hereunder. Donor will be solely responsible for compliance with the gift value substantiation requirements under the Internal Revenue Code of 1986, as amended. For purposes of this Agreement, the gift will be valued by Donor in a total amount equal to (i) the Appraised Value of the Property as established by Donor based on an appraisal obtained by the Donor, plus (ii) the amount of any out-of-pocket costs incurred by Donor in connection with the donation transaction contemplated in this Agreement.

- 1.5 **Closing Documents.** Donor and Donee agree to execute all documents reasonably necessary to complete the transfer of the Property from Donor to Donee. All documents will be subject to the prior review and approval by each party, which approval will not be unreasonably, withheld, conditioned or delayed provided such documents are considered to be in commercially reasonable and market forms.
- 1.6 **Closing Costs.** Donee will pay all Closing costs associated with this transfer including, but not limited to, the following: (i) documentary stamps due with respect to the transfer for the Property, if any; (ii) title insurance policy to be delivered to the Donee for the Property, if any; (iii) recording the Warranty Deed; (iv) any survey of the Property commissioned by the Donor; (v) recording of curative documents, if any, with respect to the Property; and (vi) any other costs or expenses incurred by Donee in connection therewith including reimbursement of the cost of renting the protective fencing surrounding the Borrow Pit at a cost of \$15.72 per day from the date of closing through an including August 24, 2024, but in no event will such amount exceed \$1,572.00.
- 1.7 **Real Estate Commissions/Brokers.** Donor and Donee acknowledge and agree that no real estate brokers have been or will be used in this transaction. This Section 1.7 will survive the Closing or termination of this Agreement.
- 1.8 **Prorations – Taxes.** All ad valorem real property taxes for the year of Closing will be prorated as of the Closing Date. If, however, the amount of such taxes for the year of Closing cannot be ascertained, the rates, millages, and assessed valuations for the previous year, with known changes, if any, will be used as an estimate, and tax prorations based on such estimate will, at the request of either party, be readjusted between the parties when the actual tax bills for the year of sale are received. Donor agrees to pay when due all sales taxes, transaction privilege taxes, occupancy taxes, excise taxes, employment taxes and other taxes and charges (other than ad valorem real property taxes) which are due or come due as a result of the ownership of the Property or the operation thereof prior to 12:01 a.m. on the Closing Date and which, if not paid, could result in a lien upon the Property enforceable against Donee or Donee's successor in the Property following closing. Donee will pay all sales taxes, transaction privilege taxes, occupancy taxes, excise taxes, employment taxes, income taxes and other taxes and charges, if any, which come due as a result of the ownership of the Property or the operation thereof from and after 12:01 a.m. on the Closing Date. Notwithstanding anything in this Agreement to the contrary, the provision of this Section 1.8 will survive the Closing. All prorations and adjustments will be made by the parties, assisted by their respective accountants and counsel. In the event the final adjustment will not have been completed as of the Closing Date, the parties will nevertheless close the transaction contemplated herein and make prorations and adjustments on the basis of mutually agreeable estimates, subject, however, to later re-proration or readjustment based upon the final determination of their accountants and counsel within sixty (60) days following the Closing, which obligation will survive the Closing. Each party agrees to exercise diligence and good faith in reaching agreement with respect to such prorations and adjustments.

2. **ACKNOWLEDGMENTS AND RELEASE.**

2.1 **DONEE'S ACKNOWLEDGMENTS.** DONEE ACKNOWLEDGES THAT DONEE IS ACCEPTING THE PROPERTY SOLELY IN RELIANCE ON DONEE'S OWN INVESTIGATION, AND THE PROPERTY IS IN "AS IS, WHERE IS" CONDITION WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. DONEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENT OF DONOR HEREIN, AND EXCEPT AS OTHERWISE SPECIFIED HEREIN, DONOR MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO THE PROPERTY OR ANY MATTER RELATED THERETO, OR, WITHOUT LIMITATION, TO ANY OF THE FOLLOWING MATTERS:

- (a) Soils, Etc. Soils, seismic, hydrological, geological and topographical conditions and configurations.
- (b) Artifacts. Archeological, prehistoric and historic artifacts, remains and relics.
- (c) Endangered Species. Endangered plants, animals and insect species.
- (d) Hazardous Materials. Hazardous Materials and other environmental conditions, including without limitation, lead-based paint, asbestos and mold.
- (e) Utilities, Schools, Etc. Availability of adequate utilities, water, schools, public access, and fire and police protection.
- (f) Assessment Districts. The status and nature of any assessment districts and the amount of any assessment liability.
- (g) Planning and Zoning. Present, past or future conformity of any portion of the Property with planning, building, zoning, subdivision and development statutes, ordinances, regulations and permits, the general plan and the specific plan.
- (h) Development Fees. The character and amount of any fee, charge or other consideration which must be paid by Donee to develop any portion of the Property.
- (i) Title. The condition of title to any portion of the Property, including but not limited to the existence of any easement, license or encroachment whether or not a matter of public record, and whether or not visible upon inspection of the

Property. Donor certifies that after reasonable internal investigation of its records, it has no knowledge or awareness of any third party having or claiming an interest in the Property other than interests reflected in recorded documents or other documents provided by Donor to Donee.

- (j) Taxes. The status of any general or special real property taxes or assessments or personal property taxes or any other taxes and assessments applicable to the Property.
- (k) Owner's Association. The financial condition of any owner's association, including, without limitation, the adequacy of any reserves held by any owner's association.
- (l) Other Matters. Any other matter relating to any portion of the Property or to the development or operation of any portion of the Property, including, but not limited to, value, feasibility, cost, governmental permissions or entitlements, marketability and investment return.

2.2 RELEASE.

- (a) **RELEASE. DONEE FULLY RELEASES AND DISCHARGES DONOR FROM AND RELINQUISHES ALL RIGHTS, CLAIMS AND ACTIONS THAT DONEE MAY HAVE OR ACQUIRE AGAINST DONOR WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION (A) ANY MATTER SET FORTH IN SECTION 2.1 ABOVE, (B) THE PRESENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT ANY PROPERTY (INCLUDING BUT NOT LIMITED TO ANY UNDISCOVERED HAZARDOUS MATERIALS LOCATED BENEATH THE SURFACE OF THE PROPERTY) AND (C) VIOLATIONS OF ANY HAZARDOUS MATERIALS LAWS PERTAINING TO THE PROPERTY OR THE ACTIVITIES THEREON. THIS RELEASE APPLIES TO ALL DESCRIBED RIGHTS, CLAIMS AND ACTIONS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, PRESENT OR FUTURE.**
- (b) **MEANING. FOR PURPOSES OF THIS SECTION 2.2, ALL REFERENCES TO "DONOR" WILL INCLUDE: (A) DONOR'S PARENT, SUBSIDIARY AND AFFILIATE CORPORATIONS, DONOR'S MEMBERS AND PARTNERS, (B) DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS, AND (C) THE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS OF DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS.**
- (c) **EFFECTIVENESS. THE PROVISIONS OF THIS SECTION 2 WILL BE EFFECTIVE AS OF THE CLOSING DATE AND WILL SURVIVE THE**

CLOSING DATE OR TERMINATION OF THIS DONATION AGREEMENT.

3. TIME IS OF THE ESSENCE, CLOSING DATE

3.1 It is agreed that time is of the essence with respect to all dates specified in this Agreement and any addenda, riders or amendments thereto, meaning that all deadlines are intended to be strict and absolute. Either party may elect to terminate this Agreement upon ten (10) days' prior written notice to the other party, if the transfer of the Property has not been completed by the Closing Date or such other date as the parties have previously agreed to in writing.

3.2 The closing will take place on or before June 28, 2024 (the "Closing Date"), unless the Closing Date is extended in writing signed by Donor and Donee or extended by Donor under the terms of this Agreement. The closing will be held in the offices of the title company of Donee's choice, or at a place so designated and approved by Donor, unless otherwise required by applicable law. If the closing does not occur by the date specified in this Section or in any extension, this Agreement is automatically terminated.

3.3 Anything contained herein to the contrary notwithstanding, Donor may elect to extend the Closing Date by providing prior written notice to Donee. The Closing Date may not be extended beyond July 31, 2024.

4. REPRESENTATIONS, COVENANTS AND WARRANTIES

4.1.1 *Donor's Representations, Covenants, and Warranties.* Donor represents, warrants and covenants to Donee as follows, which representations and warranties will be considered made as of the date hereof and as of the Closing Date:

4.1.2 *Donor's Authority.* Donor is a limited liability corporation organized and existing under the laws of the State of Delaware and has all requisite power and authority to execute this Agreement and such other documents as may be necessary or desirable to perform its obligations hereunder; the execution and delivery thereof by Donor is fully authorized by all requisite authority; and no other consents by any other party are required for Donor to execute and deliver this Agreement and such other documents.

4.1.3 *Authority of Signatories; No Breach of Other Agreements.* The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon Donor and the signatories of Donor hereto. To the actual knowledge of Donor, the performance by Donor of its obligations under the terms of this Agreement do not conflict in any material or adverse way with or result in breach of any of the terms or provisions of, or constitute a default under, any agreement, arrangement, understanding, accord, document or instrument by which Donor is bound, and, to the actual knowledge of Donor, will not and does not constitute a violation of any applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, to which Donor is subject.

4.1.4 *All Required Action Taken.* All action required pursuant to this Agreement and necessary to effectuate the donation contemplated herein has been or will be taken with reasonable promptness and in good faith by Donor and its representatives and agents.

4.2 *Donee's Representations, Covenants, and Warranties.* Donee represents, warrants, and covenants to Donor as follows, which representations and warranties will survive Closing hereunder for the period provided below and will inure to the benefit of Donor, its successors and assigns, and will be considered made as of the date hereof and as of the Closing Date:

4.2.1 *Donee's Authority.* Donee is a municipal corporation organized under the law of the State of Indiana and has all requisite power and authority to execute this Agreement and such other documents as may be necessary or desirable to perform its obligations hereunder; the execution and delivery thereof by Donee is fully authorized by all requisite authority; and no other consents by any other party are required for Donee to execute and deliver this Agreement and such other documents.

4.2.2 *Authority of Signatories; No Breach of Other Agreements.* The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon Donee and the signatories of Donee hereto. To the actual knowledge of Donee, the performance by Donee of its obligations under the terms of this Agreement do not conflict in any material or adverse way with or result in breach of any of the terms or provisions of, or constitute a default under any agreement, arrangement, understanding, accord, document or instrument by which Donee is bound, and, to the actual knowledge of Donee, will not and does not constitute a violation of any applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, to which Donee is subject.

4.2.3 *All Required Action Taken.* All action required pursuant to this Agreement and necessary to effectuate the donation contemplated herein has been or will be taken with reasonable promptness and in good faith by Donee and its representatives and agents.

5. **GENERAL PROVISIONS**

5.1 **Successors and Assigns.** This Donation Agreement will be binding upon and inure to the benefit of the successors and assigns of the parties. Notwithstanding the foregoing, Donee may not transfer, assign, or encumber Donee's rights under this Donation Agreement on or before the Closing Date without Donor's prior written approval.

5.2 **Entire Agreement.** This Donation Agreement contains the entire agreement between the parties concerning the Donation and sale of the property and supersedes all prior written or oral agreements between the parties to this Donation Agreement. No addition to or modification of any term or provision will be effective unless in writing, signed by both Donor and Donee and delivered to each party.

5.3 **Time of Essence.** Donor and Donee hereby acknowledge and agree that time is

strictly of the essence with respect to each term and condition of this Donation Agreement and that the failure to timely perform any of the terms and conditions by either party will constitute a breach and default under this Donation Agreement by the party failing to so perform.

- 5.4 **Partial Invalidity.** If any portion of this Donation Agreement will be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion will be deemed severed from this Donation Agreement and the remaining parts will remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Donation Agreement.
- 5.5 **Governing Law.** The parties intend and agree that this Donation Agreement will be governed by and construed in accordance with the laws of the state in which the Property is located.
- 5.6 **No Third Parties Benefits.** No person other than Donor and Donee, and their permitted successors and assigns, will have any right of action under this Donation Agreement.
- 5.7 **Waivers.** No waiver by either party of any provision will be deemed a waiver of any other provision or of any subsequent breach by either party of the same or any other provision.
- 5.8 **Captions.** The captions and Section numbers of this Donation Agreement are for convenience and in no way define or limit the scope or intent of the Sections of this Donation Agreement.
- 5.9 **Counterparts.** To facilitate execution, this Donation Agreement may be executed in as many counterparts as may be convenient or required. It will not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts will collectively constitute a single instrument. It will not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.
- 5.10 **No Presumption.** All the parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Donation Agreement and all documents attached as exhibits. Accordingly, such documents will be construed without regard to any presumption or other rule of construction whereby any ambiguities within this Donation Agreement would be construed or interpreted against the party causing the document to be drafted.
- 5.11 **Notices.** Any notices or other communication required or permitted under this Donation Agreement will be in writing, and will be (a) personally delivered, or (b) sent by certified or registered United States mail, postage prepaid, return receipt

requested, or (c) by overnight delivery by a reputable courier to the address of the party set forth in this Section. Such notice or communication will be deemed given (i) if sent by personal delivery or by overnight courier, when delivered in person, or, (ii) in the case of mailed notice, three (3) business days following deposit in the United States mail. Notice of change of address will be given by written notice in the manner detailed in this Section.

If to the Donee: **THE CITY OF HOBART, INDIANA**

c/o City of Hobart
Mayor Office
404 Main Street
Hobart, IN 46342
Attn. Mayor Office

With a copy to:

City of Hobart Law Department
705 East 4th Street
Hobart, IN 46342
Attn. City Attorney

If to the Donor: **INDIANA LAND BECKNELL INVESTORS LLC**

c/o Becknell Industrial
2750 E. 146 Street,
Suite 200
Carmel, Indiana 46033
Attn: Asset
Management

With a copy to:

Harrington Law, LLC
200 W. Springfield
Avenue
Suite 601
Champaign, Illinois
61824-1550
Attn: Patrick E.
Harrington, Esq.

5.12 **Joint and Several.** If more than one person or entity has executed this Donation Agreement as Donee, the obligations of all such persons or entities hereunder will be joint and several.

5.13 **Donor Approval.** This Agreement is, and any amendments hereto will be, subject to approval by the Investment Committee and portfolio manager for Donor's capital partner, UBS Realty Investors LLC.

KMS

Initial: Donor _____

Initial: Donee _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

DONEE:

THE CITY OF HOBART, INDIANA

Signature: _____

Print Name: _____

Title: _____

DONOR:

INDIANA LAND BECKNELL INVESTORS LLC

By: Becknell Industrial Operating Partnership LP, its sole member

By: Becknell Industrial Operating Partnership LLC, its general partner

By:

KMS
Signature: _____

Print Name: _____

Title: Authorized Signatory

EXHIBIT "A"

Legal Description of the Property

The North 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 11, Township 35 North, Range 8 West,
of the Second Principal Meridian, in Lake County, Indiana.



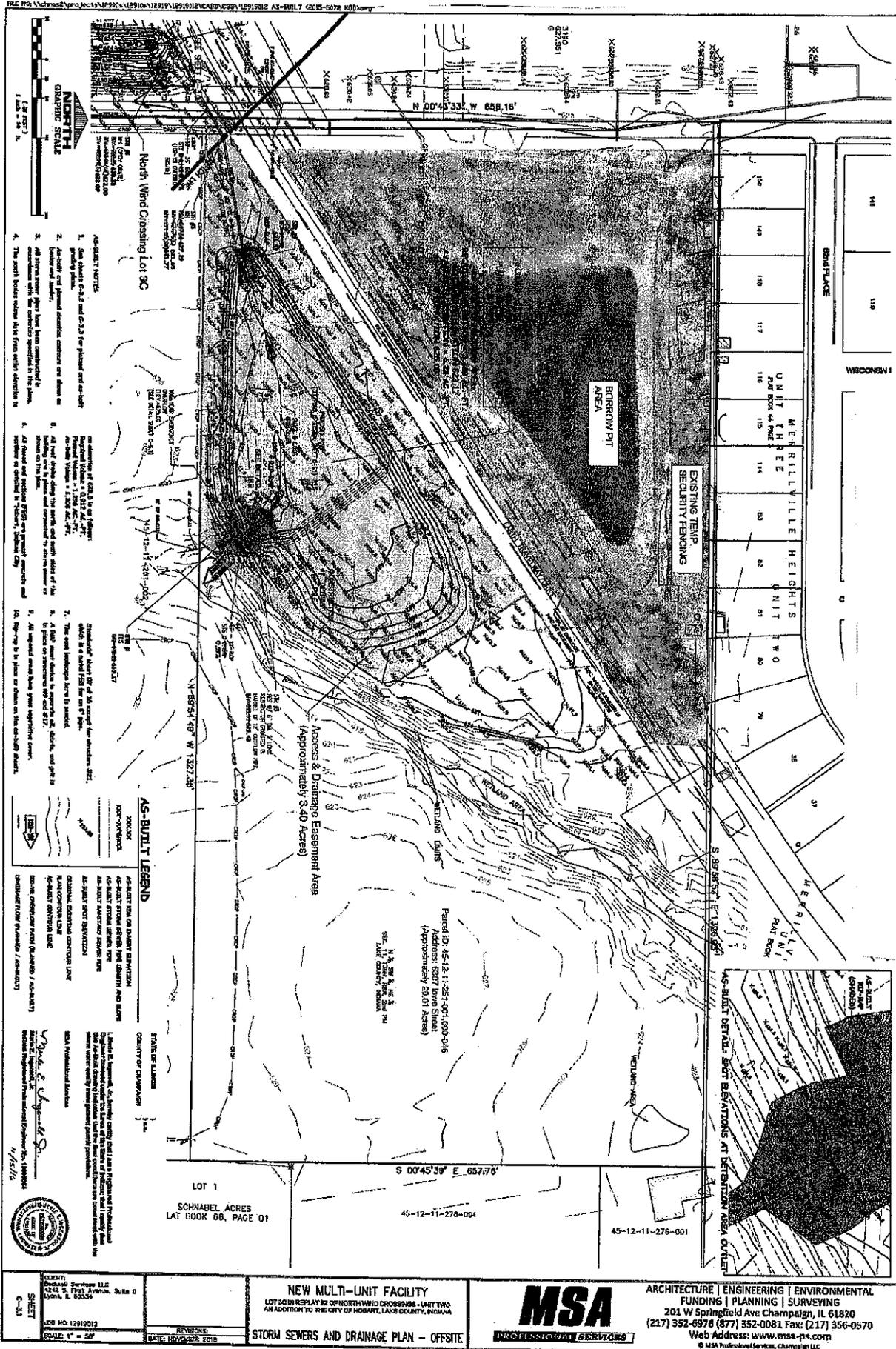
TOTAL DEVELOPMENT LAND:	
NORTH WIND CROSSINGS (NWC):	
LOT 1A-Replat #4	3,715 Acres
LOT 1B-Replat #4	3,582 Acres
LOT B-NWC	5,669 Acres
LOT 1-Resub C&D	5,443 Acres
LOT 2A-Replat #5	1,996 Acres
LOT 2B-Replat #5	1,996 Acres
LOT 1-Resub E&G	21,845 Acres (Sold)
NORTH WIND CROSSINGS UNIT TWO (NWC2):	
LOT 1-NWC2	44,382 Acres
LOT 2-NWC2	9,016 Acres
LOT 3A-Replat #1	8,193 Acres (Sold)
LOT 3B-Replat #1	8,095 Acres
LOT 3C-Replat #2	14,853 Acres
LOT 4-NWC2	5,961 Acres
NORTH WIND CROSSINGS WEST (NWCW):	
LOT 2-NWCW	12,958 Acres
VACANT ACREAGE:	
69th Ave. PARCEL	35,450 Acres
Iowa St. PARCEL	20,014 Acres
Total (Gross)	222,851 Acres
Total (Net)	192,813 Acres (Less Sold Ac.)



LOCATION: NORTH WIND CROSSINGS HOBART, LAKE COUNTY, INDIANA	DATE: 11/28/2023
EXHIBIT A-1 - ACCESS & DRAINAGE EASEMENT	SCALE: 1" = 500'

EXHIBIT "A-1"

Survey of the Property



- AS-BUILT NOTES**
1. See sheets C-A-2 and C-A-3 for planer and section grading plans.
 2. As-built and proposed drainage conditions are shown as follows:
 - a. As-built: shown as solid lines.
 - b. Proposed: shown as dashed lines.
 3. All proposed pipe has been constructed in accordance with the conditions specified in the plans.
 4. The owner hereby releases MSA from further liability in

Reference to C-A-1, the following:
 Proposed Volume 1: 1,200 AC. 71'
 Proposed Volume 2: 1,200 AC. 71'

- AS-BUILT LEGEND**
1. The site boundaries shown in black.
 2. All proposed areas have been given negative cover.
 3. All proposed areas have been given negative cover.
 4. All proposed areas have been given negative cover.
 5. All proposed areas have been given negative cover.
 6. All proposed areas have been given negative cover.
 7. All proposed areas have been given negative cover.
 8. All proposed areas have been given negative cover.
 9. All proposed areas have been given negative cover.
 10. All proposed areas have been given negative cover.

AS-BUILT LEGEND

AS-BUILT: SHOWN AS SOLID LINES
 PROPOSED: SHOWN AS DASHED LINES
 AS-BUILT: SHOWN AS SOLID LINES
 PROPOSED: SHOWN AS DASHED LINES
 AS-BUILT: SHOWN AS SOLID LINES
 PROPOSED: SHOWN AS DASHED LINES
 AS-BUILT: SHOWN AS SOLID LINES
 PROPOSED: SHOWN AS DASHED LINES
 AS-BUILT: SHOWN AS SOLID LINES
 PROPOSED: SHOWN AS DASHED LINES

STATE OF ILLINOIS
 COUNTY OF CHAMPAIGN

I, **Michael J. ...**, being duly sworn, depose and say that I am a Registered Professional Engineer in the State of Illinois, and that I am the author of the above-entitled plan, and that the same was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Illinois.

Michael J. ...
 11/15/16

NEW MULTI-UNIT FACILITY
 LOT 201 TO BE REPLACED BY NORTH WIND CROSSING - UNIT TWO
 AN ADDITION TO THE CITY OF HOVAT, LAKE COUNTY, ILLINOIS

MSA
 PROFESSIONAL SERVICES

ARCHITECTURE | ENGINEERING | ENVIRONMENTAL
 FUNDING | PLANNING | SURVEYING
 201 W Springfield Ave Champaign, IL 61820
 (217) 352-6976 (877) 352-0081 Fax: (217) 356-0570
 Web Address: www.msa-us.com
 © MSA Professional Services, Champaign, IL

EXHIBIT "B"

Fence Lease



3756 South Cicero Avenue
Cicero, IL 60804
773-376-8352

Sales Representative Info:

Prepared By: Sara Soich

E-mail Address: ssoich@rentnational.com

Fax Signed Quote To: 773-337-1454

FENCE RENEWAL QUOTATION

Region:

Date: 09/06/2022

Account #: C215424		Job Site #: 0008				
Company Name: BECKNELL SERVICES LLC		Site Name: BORROW PIT				
Requested By: HEIDI DAHLSTRAND		Site Address: NORTHWIND PKWY				
Phone #: 708-221-9160		Site City/State/Zip: HOBART IN				
Fax #:		Site Contact Name: CHARLIE ANDERSON				
E-Mail: HDAHLSTRAND@BECKNELLINDUSTRI		Site Contact Phone: 224-500-2674				
End of Original Contract	New Term	New Term Start Date	New Term Thru Date			
Wed. Aug 23, 2023	UP TO 12 MONTHS	Thu. Aug 24, 2023	Sat. Aug 24, 2024			
			Payment Terms			
			N30			
#	Quantity	UOM	Description	Taxable	Unit Price	Amount
1	1,536	LF	6FT TEMP PANELS	✓	\$3.49	\$5,360.64
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
Notes:				Subtotal		\$5,360.64
email invoices to: hdahlstrand@becknellindustrial.com				Sales Tax (6.9999)		\$375.24
Please provide Address: 120 E Burlington				Total		\$5,735.88
billing information. City: LaGrange State: IL Zip: 60525						

NOTE: Renewal Contract CANNOT be processed until signed quote is returned and received.

Customer's Signature: *Susan Broucek* Date: 10/10/2023
 Print Customer Name: Susan Broucek PO#: _____

Completed

EXHIBIT "C"

Long-Term Operation and Maintenance Agreement

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 027467

2015 MAY -7 AM 10:13

MICHAEL D. BROWN
RECORDER

LONG-TERM OPERATION AND MAINTENANCE AGREEMENT

File No.: 2015-C1 Parcel No.: 45-12-11-177-005.000-046 & 45-12-11-251-001.000-046

As accepted through Storm Water Quality Management Permit No.: 2015-C1

Project Name: New Multi-Tenant Facility for Becknell Industrial

Primary function or description of activities to be executed at the site:
Warehouse, distribution, general light industrial operations, subject to approved PUD.

THIS AGREEMENT, made and entered into this _____ day of _____,
of the year 2014, by and between Indiana Land Becknell Investors LLC (hereinafter called the
"OWNER") and the City of Hobart, Indiana.

WITNESS, that

WHEREAS, Ordinance No. 2004-37, was adopted by the City, effective January 5, 2005,
establishing requirements for Storm Water Quality Best Management Practices and a *Storm
Water Quality Management Permit* to manage the quality of storm water discharged from areas
of urban development and redevelopment.

WHEREAS, under said Ordinance the City shall have the authority to inspect private systems
within the City and to order such corrective actions to said private Storm Water Management
systems as are necessary to maintain properly the Storm Water Management Systems within
the City.

WHEREAS, under said Ordinance it is provided that Storm Water Quality Best Management
Practices not owned by the municipally must be maintained by the property owner according to
the terms of *Long-term Operation and Maintenance Agreement* that must be implemented
before a *Storm Water Quality Management Permit* is approved.

WHEREAS, the City has adopted and approved technical guidelines relating to Storm Water
Quality Best Management Practices in the City.

WHEREAS, the OWNER is the legal title-holder of certain real property, more particularly
described as Lot 3C in Replat #2 of North Wind Crossings - Unit Two, per Plat Book 106,
Page 77 being part of the property described in Trustee's Deed, Document No. 2006-007182,
recorded January 31, 2006, in Lake County, IN. Original deed property has been subject to
subsequent subdivisions, and the North 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section
11, Township 35 North, Range 8 West, of the Second Principal Meridian, in Lake County,
Indiana, containing 20 acres, more or less as recorded by deed in Lake County, Indiana, in
Document No. 2013-008369, recorded January 31, 2013 (hereinafter called the "Property").

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- c. The results of any field or laboratory analyses performed.
 - d. Other relevant or unusual observations related to the system(s).
 - e. Action plan to prevent premature Storm Water System failure as consistent with the Long-term Operation and Maintenance Agreement(s) provisions.
 - f. Action plan to prevent the premature system failure that exceeds the Long-term Operation and Maintenance Agreement(s) provisions, but are necessary to prevent storm water pollution from leaving the site.
5. The OWNER hereby grants permission to the City, its authorized agents and employees to enter the Property at reasonable hours to inspect the Storm Water Quality Best Management Practices whenever it deems reasonably necessary. Whenever possible, the City shall notify the OWNER prior to entering the Property.
 6. In the event the OWNER fails to maintain Storm Water Quality Best Management Practices in accordance with the Storm Water Pollution Prevention Plan and Long-term Operation and Maintenance Plan in good working order acceptable to the City, then the City may notify OWNER in writing and OWNER shall have thirty (30) days from its receipt of notice to repair or maintain said stormwater quality best management practices. Should OWNER fail to do so to the reasonable satisfaction of the City, then the City may enter the Property and take whatever steps it deems reasonably necessary to repair or maintain said Storm Water Quality Best Management Practices. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the land of the OWNER without first obtaining written approval of the OWNER. It is expressly understood and agreed that the City is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
 7. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the OWNER shall reimburse the City upon notice and demand, within ninety (90) days of receipt thereof for all costs incurred by the City hereunder, as evidenced by all appropriate invoices. In the event, the OWNER does not reimburse the City within ninety (90) days of receipt; the City may apply a lien upon the property for the expense to the City. In the event, the OWNER does not reimburse the City within one year from the application of a lien upon the property then the City may take other legal measures to recover costs, including associated legal costs, incurred by the City.
 8. It is the intent of this Agreement to guarantee the proper maintenance of onsite Storm Water Quality Best Management Practices by the OWNER; provided, however, that this Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or be caused by Storm Water Management Practices.
 9. The OWNER, its executors, administrators, assigns, and any other successors in interest, shall indemnify and hold the City and its agents and employees harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the City from the construction, presence, existence, operation or maintenance of the Storm Water Quality Best Management Practices by the OWNER.
 10. In the event a claim is asserted against the City, its agents, or employees for the

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Owner or duly authorized agent

Dated: 4.7.15

INDIANA LAND BECKNELL INVESTORS, LLC

By Becknell 2004, an Illinois general partnership, its Member

By BECKNELL INDUSTRIAL OPERATING PARTNERSHIP, L.P.,
An authorized partner

By BECKNELL INDUSTRIAL OPERATING PARTNERSHIP GP, LLC,
its general partner

By: *[Signature]*
Peter C. Skaplin, authorized signatory

(PET)

(KMD)

STATE OF CONNECTICUT)

) SS

COUNTY OF HARTFORD)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Peter C. Skaplin as an Authorized Signatory of INDIANA LAND BECKNELL INVESTORS LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Authorized Signatory, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7th day of April, 2014, 2015.

[Signature]
Notary Public

WANDA I. FONGEMIE
Notary Public
My Commission Expires Jan. 31, 2018

(KMD)

**OFFICE OF THE LAKE COUNTY RECORDER
MICHAEL B. BROWN, RECORDER
2293 NORTH MAIN STREET
CROWN POINT IN 46307
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