

CITY OF HOBART, INDIANA
SANITARY DISTRICT BOARD OF COMMISSIONERS

RESOLUTION NO. 2025-05

A RESOLUTION OF THE HOBART SANITARY DISTRICT
APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF HOBART SANITARY DISTRICT AND THE
CITY OF HOBART REDEVELOPMENT COMMISSION

WHEREAS, the Hobart Sanitary District is a body corporate and politic, and has the power to cooperate and make agreements with other public entities and agencies pursuant to Indiana Code §36-1-7-1 et seq; and

WHEREAS, the Hobart Redevelopment Commission is a body corporate and politic organized pursuant to Ind. Code I.C. 36-7-14, et seq. and is a governmental entity in accordance with Indiana Code I.C. §36-7-14, et seq.; and

WHEREAS, it is the desire of the Hobart Sanitary District and the Hobart Redevelopment Commission to enter into an Intergovernmental Agreement for the purpose of cooperating with one another for the mutual benefit of its citizens within the City of Hobart; and

WHEREAS, the Hobart Sanitary District is the owner of real estate described in Exhibit "1" located in the City of Hobart, Indiana; and

WHEREAS, the Hobart Sanitary District has determined it is in the best interest of the citizens of the City of Hobart to convey the real estate to the Hobart Redevelopment Commission, and the Hobart Redevelopment Commission has agreed to accept transfer of the real estate; and

WHEREAS, Indiana Code §36-1-11-8 provides that such entities may transfer or exchange property on terms and conditions and for such consideration as evidenced by adoption of substantially identical resolutions by such entities; and

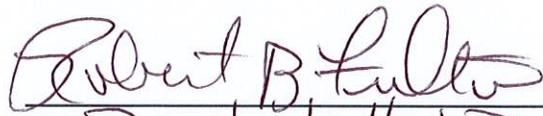
WHEREAS, the Hobart Sanitary District and the Hobart Redevelopment Commission deem it advisable that the real estate described in Exhibit "1" be conveyed from the Hobart Sanitary District to, and accepted by the Hobart Redevelopment Commission, without monetary consideration so that the real estate can be marketed and redeveloped; and

WHEREAS, in addition to this Resolution, the Hobart Sanitary District and the Hobart Redevelopment Commission have or will enter into an Intergovernmental Agreement further evidencing this transaction;

NOW, THEREFORE, BE IT RESOLVED by the Hobart Sanitary District as follows:

1. The prefatory statements set out above are incorporated herein and made a part hereof.
2. The Hobart Sanitary District shall convey and the Hobart Redevelopment Commission shall accept conveyance of the real estate described in Exhibit "1" without monetary consideration paid by the Hobart Redevelopment Commission.
3. The conveyance shall be by deed that substantially conforms to the form of a deed attached hereto, which the President of the Hobart Sanitary District is authorized to execute and deliver, and the President of the Hobart Redevelopment Commission is authorized to receive and record with the Lake County Recorder.
4. This Resolution shall be in full force and effect from and after its passage.

ALL OF WHICH is adopted as the Resolution of the City of Hobart Sanitary District Board of Commissioners on this 30 day of Dec, 2025.


Title: President (HSIS) Board

ATTEST:

By: Worie A Leonard

EXHIBIT 1

A parcel of land 80.00 feet wide being part of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of section 12, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, and more particularly described as follows: commencing at the Northwest corner of said Northeast $\frac{1}{4}$; thence South $00^{\circ}03'07''$ West along the West line of said Northeast $\frac{1}{4}$ a distance of 30.00 feet to the South right of way line of 61st Avenue; thence North $89^{\circ}42' 13''$ east, along the South line of said 61st Avenue a distance of 253.05 feet to the point of beginning; thence continuing North $89^{\circ}42'13''$ East 80.00 feet; thence South $00^{\circ}17'47''$ East, perpendicular to said South line of 61st avenue a distance of 1288.83 feet to the South line of the North $\frac{1}{2}$ of said Northeast $\frac{1}{4}$; thence South $89^{\circ}43'42''$ West along the South line of the North $\frac{1}{2}$ of said Northeast $\frac{1}{4}$, a distance of 80.00 feet; thence North $00^{\circ}17'47''$ West a distance of 772.01 feet; thence South $89^{\circ}42'13''$ West a distance of 256.19 feet to the West line of said Northeast $\frac{1}{4}$; thence North $00^{\circ}03'07''$ East along the West line of said Northeast $\frac{1}{4}$ a distance of 80.00 feet; thence North $89^{\circ}42'13''$ East a distance of 255.70 feet; thence North $00^{\circ}17'47''$ West a distance of 436.79 feet to the South line of said 61st Avenue and the point of beginning. Containing 2.84 acres, more or less.

EXHIBIT "A" TO RESOLUTION 2025-05

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF HOBART SANITARY DISTRICT
AND THE HOBART REDEVELOPMENT COMMISSION
TO TRANSFER PROPERTY

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this 30 day of December, 2025, by and between the **CITY OF HOBART SANITARY DISTRICT** and the **CITY OF HOBART REDEVELOPMENT COMMISSION**; and

WHEREAS, the City of Hobart Sanitary District ("HSD") was created pursuant to Indiana Code §36-9-25, and Chapter 31 of the Hobart Municipal Code; and has powers enumerated at least within I.C. §36-9-25, et. seq. and has the power to cooperate and make agreements with other public entities and agencies pursuant to I.C. §36-1-7-1 et. seq.; and

WHEREAS, the City of Hobart Redevelopment Commission ("RDC") is a body corporate and politic organized pursuant to Indiana Code I.C. §36-7-14, et seq. and is a governmental entity in accordance with I.C. §36-7-14, et seq.; and

WHEREAS, RDC and HSD are desirous of entering into this Agreement for the purpose of cooperating with one another for the mutual benefit of its citizens within the City of Hobart; and

WHEREAS, HSD owns certain real property located in the City of Hobart and has determined that the property is no longer necessary for the beneficial use of HSD and can benefit RDC; and

WHEREAS, HSD desires to transfer the real estate described in Exhibit "1" to RDC and it is in the best interest of both HSD and RDC to transfer the same to RDC; and

WHEREAS, HSD and RDC each agree that no money shall be paid by RDC for the conveyance of the Real Estate by HSD; and

WHEREAS, Indiana Code §36-1-11-8 permits the transfer of property between governmental entities as evidenced by adoption of substantially identical resolution by each entity; and,

WHEREAS, pursuant to Indiana law, the HSD and RDC have the statutory authority to enter contracts;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED AS FOLLOWS:

Section 1. That the prefatory statements set out above are incorporated herein and made a part hereof.

Section 2. That the HSD and the RDC are desirous of entering into this Agreement.

Section 3. That the HSD hereby transfers the real estate legally described in Exhibit "1" to RDC for such lawful purposes as it deems appropriate, for and in consideration of the sum of \$10.00.

Section 4. That HSD shall transfer and donate, via Quit-Claim Deed, the real estate described in Exhibit "1" to RDC for no monetary consideration.

CERTIFICATE OF APPROVAL BY THE ENTITIES

Adopted and approved at Hobart, Indiana, this 30 day of December, 2025.

CITY OF HOBART SANITARY DISTRICT

By: Robert Fulton
Robert Fulton, President
Board of Commissioners

ATTEST:

Loriz Alvarado
Secretary

CITY OF HOBART REDEVELOPMENT COMMISSION

By: _____
Matt Claussen, President
Board of Commissioners

ATTEST:

Secretary

Exhibit "1"

A parcel of land 80.00 feet wide being part of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of section 12, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, and more particularly described as follows: commencing at the Northwest corner of said Northeast $\frac{1}{4}$; thence South $00^{\circ}03'07''$ West along the West line of said Northeast $\frac{1}{4}$ a distance of 30.00 feet to the South right of way line of 61st Avenue; thence North $89^{\circ}42' 13''$ east, along the South line of said 61st Avenue a distance of 253.05 feet to the point of beginning; thence continuing North

$89^{\circ}42'13''$ East 80.00 feet; thence South $00^{\circ}17'47''$ East, perpendicular to said South line of 61st avenue a distance of 1288.83 feet to the South line of the North $\frac{1}{2}$ of said Northeast $\frac{1}{4}$; thence South $89^{\circ}43'42''$ West along the South line of the North $\frac{1}{2}$ of said Northeast $\frac{1}{4}$, a distance of 80.00 feet; thence North $00^{\circ}17'47''$ West a distance of 772.01 feet; thence South $89^{\circ}42'13''$ West a distance of 256.19 feet to the West line of said Northeast $\frac{1}{4}$; thence North $00^{\circ}03'07''$ East along the West line of said Northeast $\frac{1}{4}$ a distance of 80.00 feet; thence North $89^{\circ}42'13''$ East a distance of 255.70 feet; thence North $00^{\circ}17'47''$ West a distance of 436.79 feet to the South line of said 61st Avenue and the point of beginning. Containing 2.84 acres, more or less.

Parcel No. _____

MAIL TAX BILLS TO:

Grantee: City of Hobart Redevelopment Commission
Grantee's Address: 414 Main Street
Hobart IN 46342

QUIT-CLAIM DEED

This indenture witnesseth that the **CITY OF HOBART SANITARY DISTRICT**, of Lake County in the State of Indiana, releases and quit-claims to the **CITY OF HOBART REDEVELOPMENT COMMISSION**, of Lake County, State of Indiana, for and in consideration of Ten Dollars and all other good and valuable consideration, the receipt of which is hereby acknowledged, the following Real Estate in Lake County in the State of Indiana, to-wit:

See Attached Exhibit "A"

Subject To: all unpaid real estate taxes and assessments.

Subject To: all covenants, easements, rights-of-way, building lines, highways, roads, street, alleys and other restrictions of beneficial use and enjoyment of record, and all facts and matters affecting legal and equitable ownership and possession of the real estate which would be, or should have been, revealed and disclosed by an accurate survey of the real estate described above.

Dated this 30 day of December, 2025.

City of Hobart Sanitary District

By: Robert B. Fulton

Title: President, HSD Board

ATTEST:

Lone A Leonard

Secretary

STATE OF INDIANA)
COUNTY OF LAKE) SS:

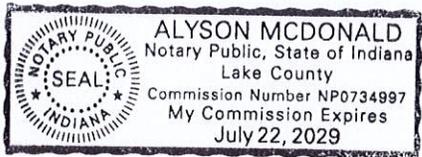
Before me, the undersigned, a Notary Public in and for said County and State, this 30th day of December, 2025, personally appeared Robert + Fulton, and Lorie Leonard, the President and Secretary, respectively of the City of Hobart Sanitary District, and acknowledged the execution of the foregoing Deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Alyson McDonald
Notary Public
Printed Name: Alyson McDonald

My Commission Expires: 07.22.2029

County of Residence: Lake



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. (David W. Westland)

This instrument prepared by: David W. Westland, #18943-64, Westland & Bennett, P.C.
2929 Carlson Drive, Suite 300, Hammond IN 46323, Phone: 219.440.7550

EXHIBIT A

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