

COMMON COUNCIL OF THE CITY OF HOBART, INDIANA

Resolution Number 2016-17

A Resolution Approving the Proposed Sale of the City-Owned Building at 200 Main Street and authorizing Execution of Sale Agreement

WHEREAS, the City of Hobart (“City”) is the owner in fee simple title of two contiguous parcels of real property improved by a commercial building of approximately 7,800 square feet located at 200 Main Street, Hobart, Lake County, Indiana 46342; and

WHEREAS, pursuant to I.C. §36-1-11-4, the City previously obtained two appraisals of the real estate by Indiana licensed appraisers, Jeffrey Vale and Thomas Bochnowski, dated August 17, 2010 and offered the real estate for sale in the manner required by law by publishing a solicitation for bids in two newspapers of general circulation in the County, *The Times* and the *Post-Tribune* on June 24 and July 1, 2011. No bids for purchase of the subject property were received for a period of sixty (60) days after the solicitation by advertisement for bids, whereupon the City authorized the real estate be offered for sale through a licensed real estate broker on September 7, 2011; and

WHEREAS, the City has marketed the building through three successive realtors in the intervening period. A buyer, Puerta Del Sol, LLC, an Indiana Limited Liability Company, has made a good faith offer for the purchase of the real estate under the terms set forth in the proposed Real Estate Purchase Agreement attached hereto, and the City desires to sell the property substantially pursuant to the covenants, terms and conditions stated therein; and

WHEREAS, the Common Council (“Council”) has determined that the economic activity to be generated by the Buyer’s anticipated business use of the real estate as a restaurant will be substantial, will contribute to the revitalization of the City’s Lakefront District, return an important vacant building in the central business area of the City to productive use, and more than justify the purchase price and other terms of this Agreement; and

WHEREAS, pursuant to I.C. 36-1-11-3, sale of said real property is subject to the approval of the Council as the City’s fiscal body because its value exceeds \$50,000.00, and the Council may not approve the sale without a public hearing conducted by a Board or commission of the City designated by the Executive after giving notice in the manner required by law; and

WHEREAS, the Mayor of the City designated the Board of Public Works and Safety (“Board”) to conduct said hearing, and the Board scheduled hearing for its regular meeting on August 17, 2016 at 4:00 p.m., and gave notice thereof through the publication of written notice published in two newspapers of general circulation in the City, namely the *Post-Tribune* and *The Times*, twice, both newspapers publishing notice on August 5 and August 12, 2016; and

WHEREAS, the Board conducted such hearing at the appointed time, and at the conclusion thereof adopted a motion recommending that the Council approve the proposed sale.

THEREFORE, BE IT RESOLVED by the Common Council of the City of Hobart that:

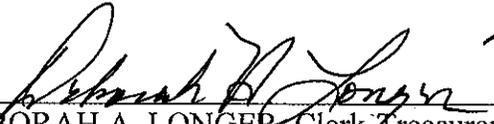
The proposed sale of the real estate located at 200 Main Street as commonly described above, and as legally described upon the attached Exhibit to Puerta Del Sol, LLC, substantially in conformance with the covenants, terms and conditions of such Agreement, be, and the same is hereby, APPROVED.

FURTHER, the Executive of the City is authorized to execute and deliver said Agreement or one in substantially similar form, forthwith.

ALL OF WHICH is adopted as the Resolution of the Common Council of the City of Hobart on this 17th day of August, 2016.

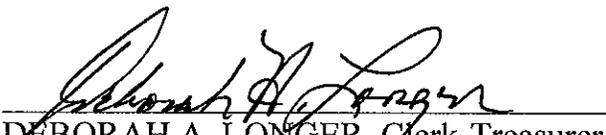


PRESIDING OFFICER

ATTEST: 

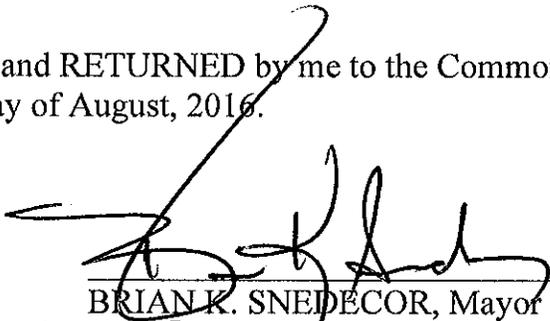
DEBORAH A. LONGER, Clerk-Treasurer

PRESENTED by me to the Mayor of the City of Hobart on the 16th day of August, 2016 at the hour of 9:00 A.M.

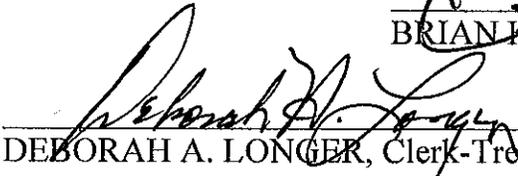


DEBORAH A. LONGER, Clerk-Treasurer

APPROVED, EXECUTED and RETURNED by me to the Common Council of the City of Hobart on this 24th day of August, 2016.



BRIAN K. SNEDECOR, Mayor

ATTEST: 

DEBORAH A. LONGER, Clerk-Treasurer

46 solicitation for bids in two newspapers of general circulation in the County, *The Times* and the
47 *Post-Tribune* on June 24 and July 1, 2011. No bids for purchase of the subject property were
48 received for a period of sixty (60) days after the solicitation by advertisement for bids,
49 whereupon the City authorized the real estate be offered for sale through a licensed real estate
50 broker on September 7, 2011. The Buyer has made a good faith offer for the purchase of the real
51 estate under the terms set forth below, and the City wishes to sell the property pursuant to the
52 covenants, terms and conditions stated herein; and

53
54 WHEREAS, the City has determined that the economic activity to be generated by the
55 Buyer's anticipated business use of the real estate will be substantial, will contribute to the
56 revitalization of the City's Lakefront District, return an important vacant building in the central
57 business area of the City to productive use, and more than justify the purchase price and other
58 terms of this Agreement; and

59
60 WHEREAS, the parties desire to memorialize and make their agreement effective
61 through this instrument.

62
63 THEREFORE, IT IS AGREED by and between the parties, in consideration of the
64 mutual covenants terms and conditions hereinafter set forth and intending themselves to be
65 legally bound, as follows:

66
67 **1. Sale of Property, Purchase Price.** The City hereby agrees to and does sell to
68 Buyer, and Buyer hereby agrees to and does purchase from the City, all of City's right, title and
69 interest in and to the real estate, legally described above, including any improvements and
70 appurtenances thereto for the sum of One Hundred Eighty Thousand and no/100 Dollars
71 (\$180,000.00) subject to those credits and charges to and from the City and Buyer as provided in
72 this Agreement..

73
74 **2. Manner of Payment.** The purchase price provided for in Section 1 (a) above
75 shall be paid in the following manner:

76
77 a. The sum of Five Thousand and No/100 Dollars (\$5,000.00) shall
78 be paid by certified or cashier's check from Buyer's nominee to the City's real
79 estate broker upon execution of this Agreement. Any sum previously delivered to
80 the City's real estate broker for application to this Agreement shall be credited
81 against this amount. Such payment constitutes a nonrefundable earnest money
82 deposit which shall be applied to the purchase price upon execution of this
83 instrument and closing. In the event closing of the sale under this Agreement
84 does not occur on or before September 30, 2016 (or by such other date as the
85 parties may agree) due to any cause which is not the responsibility of the City, the
86 earnest money shall be retained by the City. Upon retention of the earnest money
87 deposit after failure to close, the City shall have no further claim against Buyer,
88 irrespective of the extent of the City's loss or damage.

89

90 b. The balance in the sum of One Hundred Seventy Five Thousand
91 and no/100 Dollars (\$175,000.00), with such deductions or additional charges
92 authorized by this Agreement, shall be satisfied in the following manner:
93

94 i. The sum of Thirteen Thousand and no/100 Dollars
95 (\$13,000.00), in addition to the earnest money required by subparagraph
96 (a) above, shall be paid by Buyer to the City at closing; and
97

98 ii. The balance of the purchase price of One Hundred Sixty
99 Two Thousand and no/100 Dollars (\$162,000.00) shall be paid by Buyer
100 to the City in five (5) equal annual installments of Thirty Two Thousand
101 Four Hundred and no/100 Dollars (\$32,400.00) together with the interest
102 required under subparagraph iii below, due and payable to the City on the
103 first anniversary of the date of closing, and on each anniversary of such
104 date thereafter, provided that all of said amounts and any other amounts
105 due to the City hereunder, or under the note and mortgage referred to in
106 subparagraph (iii) below, are paid in full on or before the anniversary date
107 of closing in the year 2022.
108

109 iii. The unpaid portion of the purchase price at closing shall be
110 evidenced by a promissory note to be made by Buyer with Sergio
111 Gutierrez as co-maker, and secured by a first mortgage in favor of the City
112 as lender to secure the payment of all amounts due or to become due under
113 this Agreement. Said executed note and mortgage shall be delivered to the
114 City at closing. Said note and mortgage shall bear interest at the rate of
115 six percent (6%) per annum upon the unpaid balance of the purchase price
116 together with any other charges due to the City and unpaid pursuant to this
117 Agreement. Any late payment shall incur interest at the rate of 1.5% per
118 month for each month or fraction thereof such payment is late. Payments
119 more than 60 days late shall, at the sole election of the City, constitute an
120 event of default and the City may pursue those remedies provided in the
121 note and the mortgage.
122

123 **3. Title Evidence and Delivery of Deed.** Prior to closing, the City agrees to
124 furnish the Buyer with a commitment for the issuance of the most current and comprehensive
125 ALTA Title Insurance Policy for purchaser available from a duly licensed and reputable title
126 insurer selected by the City, in the amount of the purchase price, showing merchantable title to
127 the real estate in the City's name, free and clear of any liens, encumbrances and defects, except
128 those permitted exceptions specified below in Section 4 hereof. The City agrees to convey title
129 to the Buyer at closing, subject only to said permitted exceptions, and other restrictions,
130 easements of record, public streets or highways, ditches and drains or other restrictions of record
131 that do not materially interfere with the Buyer's intended use of the real estate. The Buyer's title
132 insurance policy premium and that portion of any title service fees incurred to prepare the
133 Purchaser's Policy (including, but not limited to, title search and examination, and preparation of
134 the commitment) shall be paid by the City. The later date charges on the property and any
135 lender's title insurance premiums and that portion of any title service fees incurred to prepare the

136 Lender's Policies (including, but not limited to, title search and examination, and preparation of
137 the commitment) shall be paid by the Buyer. The City shall pay the cost of obtaining all other
138 instruments or documents necessary to perfect and convey title to the Buyer. The City shall have
139 a reasonable time after release of the title commitment and before closing to clear and extinguish
140 encumbrances and defects in title that are not permitted exceptions hereunder, are not waived by
141 the Buyer, or will not be cleared at contract closing. Any further title evidence shall be at the
142 expense of the Buyer, provided, however, that the cost of additional title evidence necessitated
143 by the acts or omissions of the City or by any judicial proceeding affecting the real estate or any
144 part thereof brought by third parties due to the acts or omissions of the City shall be borne by the
145 City.

146
147 **4. Permitted Exceptions.** In addition to the Easement for Gas Mains described in
148 the Recitals above, the conveyance of the real estate by the City to the Buyer shall be subject to
149 the following exceptions to title:

150
151 a. an easement, right and authority, from time to time, to string,
152 install, construct, erect, maintain, operate, repair, replace, and renew the existing
153 wires, cables, and other necessary equipment of NIPSCO (located upon and
154 between poles situated on adjoining lands), and additional wires, cables and other
155 necessary equipment from time to time, and to operate by means thereof from
156 time to time, one or more line or lines for the transmission, distribution and
157 delivery of electrical energy to the public in general to be used for light, heat,
158 power, telephone and/or other purposes, in, upon, along and over Parcel No. 2
159 described herein above;

160
161 b. the right of ingress to and egress from any electric facilities
162 constructed, maintained or operated pursuant to the easement herein reserved unto
163 NIPSCO, over the aforesaid Parcel No. 2 and over the adjoining lands of the
164 Buyer and the City, at all times without hindrance or obstruction, using existing or
165 future roads and other reasonable routes, for purposes of exercising the easement
166 and related rights herein reserved unto NIPSCO; and

167
168 c. the right to cut down and remove from the aforesaid Parcel No. 2
169 and from the adjoining lands of the Buyer and the City any overhanging branches
170 or undergrowth, or any trees of such height which may, in the sole judgment of
171 NIPSCO or, its successors and assigns, endanger the safety of, or interfere with
172 the use or enjoyment of any of electric facilities constructed, maintained and
173 operated pursuant to the easement herein reserved unto NIPSCO.

174
175 The easement and right of ingress and egress herein reserved unto NIPSCO and
176 the City are reserved upon, and subject to, the following terms, covenants and
177 conditions, which shall be binding upon NIPSCO, the City and the Buyer, and
178 their respective successors and assigns, and shall run with the land:

179
180 i. That any damages to the crops, tile, fences, or
181 improvements of the Buyer on Parcel No. 2 described herein above or on

182 the lands of the Buyer adjoining said Parcel No. 2, done by the Buyer in
183 the installation, maintenance, operation, erection, repair, replacement or
184 renewal of any poles, wires, cables, or equipment, and the equipment and
185 facilities connected therewith that are constructed, maintained and
186 operated pursuant to the easement herein reserved unto NIPSCO, shall be
187 promptly paid for by NIPSCO;

188
189 ii. That NIPSCO shall have the right to use the aforesaid
190 Parcel No. 2 for purposes not inconsistent with this the easement and
191 related rights herein reserved unto NIPSCO, but the Buyer shall not erect
192 or place, or cause to be erected or placed, any permanent buildings,
193 structures or obstructions under, over or within the area extending 10 feet
194 on each side of the center line of any electric line installed or maintained
195 pursuant to the easement herein reserved unto NIPSCO and, further, Buyer
196 shall not interfere with NIPSCO's ability to exercise said reserved
197 easement and related rights; and

198
199 iii. That NIPSCO shall and will indemnify and save the Buyer
200 harmless from and against any and all damage, injuries, losses, claims,
201 demands or costs proximately caused by the fault, culpability, or
202 negligence of NIPSCO in the installation, construction, erection,
203 maintenance, operation, repair, replacement or removal of any electric
204 transmission line or lines, and the structures, equipment, facilities and
205 appurtenances connected therewith, over and across said Parcel No. 2,
206 pursuant to the easement herein reserved unto NIPSCO.

207
208 d. Covenants, conditions, restrictions, easements and rights-of-way
209 now of record that affect or apply to the property herein conveyed, including
210 without limitation the rights of ingress and egress reserved in that deed from
211 Northern Indiana Public Service Company, et al., to Hobart Industrial Economic
212 Development Corporation dated January 29, 1997, recorded in the aforesaid
213 Recorder's Office as Document No. 97006333.

214
215 e. Such matters as may be disclosed by inspection or survey.

216
217 f. Taxes due and payable for the year 2016 and subsequent years,
218 which taxes are hereby assumed by Buyer and shall be timely paid by Buyer so as
219 to avoid any delinquency or forfeiture.

220
221 g. Public rights-of-way.

222
223 h. Zoning Ordinances of the City of Hobart.

224
225 **5. Taxes. Prorations and Special Assessments.** Buyer agrees to assume and pay
226 the taxes on the real estate at closing and hereafter. Buyer shall receive credit at closing for the
227 real estate taxes due and payable for 2016 payable in 2017 (if any) pro-rated until date of closing.

228 All prorations shall be based solely on the most recently available tax rate and assessment
229 applicable to the real estate. Public or municipal improvements which are not completed as of
230 the date of contract closing but which will result in a lien or charge will be paid by Buyer, and
231 Buyer will assume and pay all special assessments for public or municipal improvements
232 completed after the date of this Agreement.
233

234 **6. Closing and Possession.** The City shall execute and deliver all documents
235 required to close the sale of the real estate under this Agreement, and Buyer shall deliver or
236 authorize to be delivered all purchase funds and instruments required to close the purchase of
237 said real at closing to be held at the offices of the Title Insurer issuing evidence of title under
238 Section 3 hereof, or at such other place or through such other closing agent agreeable to the
239 parties. The closing will be held on a date and time agreeable to the parties, but not later than
240 September 30, 2016, unless agreed to by the parties. Buyer shall have possession of the real
241 estate at closing.
242

243 **7. Broker and Brokerage Commission.** The City represents that, with respect to
244 the real estate, Linda Papp, Associate Broker with Bart Vickrey & Co., has previously been
245 engaged by the City as the City's real estate Agent. The City shall be solely responsible for the
246 payment in full of said agent's commission at closing. The parties represent that there are no
247 other brokers or broker's agents having an interest in the transaction which is the subject of this
248 Agreement.
249

250 **8. Representations of the Buyer.** The Buyer hereby makes the following
251 representations and warranties, and acknowledges and agrees that such representations and
252 warranties have been material to the City's decision to enter into this Agreement, and further
253 agrees that each representation and warranty shall be true and accurate, and complete as of the
254 effective date of this Agreement and throughout the term of the mortgage and note delivered to
255 the City hereunder.
256

257 (a) The Buyer is a limited liability company organized and existing
258 under the laws of the State of Indiana;
259

260 (b) All necessary action has been taken to authorize the Buyer's
261 execution of this Agreement; the Buyer possesses the requisite power to enter into
262 this Agreement and any other agreements contemplated hereby, and to perform its
263 obligations hereunder; and this Agreement constitutes a legal, valid and binding
264 obligation of the Buyer enforceable against the Buyer in accordance with its
265 terms, subject to bankruptcy, insolvency, reorganization, moratorium and other
266 similar laws affecting creditors' rights heretofore or hereafter enacted and subject
267 to the exercise of judicial discretion in accordance with general principles of
268 equity;
269

270 (c) Neither the execution and delivery by the Buyer of this Agreement,
271 the consummation of the transactions contemplated herein, nor compliance with
272 the provisions hereof violates, breaches, contravenes, conflicts with, or causes a
273 default under any provision of the Articles of Organization or Operating

274 Agreement of the Buyer or any provision of any existing note, bond, mortgage,
275 debenture, indenture, trust, license, lease, instrument, decree, order, judgment or
276 agreement to which the Buyer is a party or by which it or its assets may be bound
277 or affected;

278
279 (d) No litigation or proceeding in any court or before any other
280 governmental authority or other person or entity is currently pending or, to the
281 best knowledge of the Buyer, threatened, which seeks to enjoin the Buyer from
282 entering into this Agreement or any of the transactions contemplated hereby.
283

284 **9. Representations of the City.** The City hereby makes the following
285 representations and warranties, and acknowledges and agrees that such representations and
286 warranties have been material to the Buyer's decision to enter into this Agreement, and further
287 agrees that each representation and warranty shall be true and accurate, and complete as of the
288 effective date of this Agreement and throughout the term of the mortgage and note delivered to
289 the City hereunder.
290

291 (a) The City will use good faith efforts to take all necessary actions to
292 authorize the execution of this Agreement, including the timely issuance of all necessary
293 resolutions, ordinances and other actions that may be necessary to give effect to the
294 terms, covenants and conditions of this Agreement.
295

296 (b) The City possesses the requisite power to enter into this Agreement and all
297 other agreements contemplated hereby, and to perform its obligations hereunder; and this
298 Agreement constitutes a legal, valid and binding obligation of the City enforceable
299 against it in accordance with its terms;
300

301 (c) The execution and delivery by the City, the consummation of the
302 transactions contemplated herein, and the compliance with the provisions hereof each
303 does not violate, breach, contravene, conflict with, or cause a default under any provision
304 of any state or federal law, or any provision of any decree, order, judgment or agreement
305 to which the City is a party.
306

307 (d) No litigation or proceeding in any court or before any other governmental
308 authority or other person or entity is currently pending or, to the best knowledge of the
309 City, threatened, which seeks to enjoin the City from entering into this Agreement or any
310 of the economic incentives contemplated hereby; and
311

312 (e) The City is duly constituted under the laws of the State of Indiana and this
313 Agreement has been signed by its lawfully authorized representative.
314

315 **10. Warranties, Inspection and Due Diligence.** The real estate is sold and
316 conveyed to the Buyer pursuant to this Agreement "as is" without any warranty whatsoever,
317 including any environmental warranty, warranties of merchantability and fitness for any
318 particular purpose, and any other warranty (except those warranties of title addressed in Sections
319 3 and 4 of this Agreement) all of which are hereby specifically disclaimed. Commencing with

320 the date of execution of this Agreement, and continuing thereafter for a period of twenty (20)
321 days, the City grants to the Buyer the right to access the real estate at any time and from time to
322 time, for the purpose of inspecting the real estate, its improvements and any accompanying
323 personal property or equipment. Recognizing that the building on the real estate is vacant and
324 may have hazardous and dangerous conditions present, the Buyer waives and releases the City
325 from any liability for personal injury or property damage suffered by Buyer's personnel,
326 employees, or contractors during their inspection of the real estate. The Buyer also agrees to
327 indemnify and hold the City harmless from any claims for personal injury or property damage
328 caused by the presence of the Buyer, its contractors and employees upon the real estate during
329 the inspection period. The City shall also provide the Buyer with any documents or information
330 in its possession concerning the real estate and its improvements. Not later than ten (10) days
331 after the conclusion of said inspection period, the Buyer may cancel and withdraw from this
332 Agreement without any further liability thereunder and obtain the return of its earnest money by
333 giving written notice of termination to the City. In any other event, this Agreement shall become
334 final and binding upon the parties. All time periods provided hereunder for clearing of title and
335 closing shall commence only after the expiration of the twenty (20) day period following
336 execution of this Agreement.
337

338 **11. Environmental Matters.** The City represents that it has not performed any
339 evaluation of the environmental condition of the real estate and has no information indicating the
340 presence of any environmental contaminants or hazardous substances upon the real estate.
341 Likewise, the City has received no notice from the prior owner of the real estate as to the
342 presence, at any time, of any underground storage tank, now or in the past, upon the real estate.
343 The Buyer is free to perform, at its own and sole expense, any Phase I or other environmental
344 screenings or characterizations it wishes as part of its inspection privileges granted under Section
345 13, above. The City shall not undertake any environmental remediation of the real estate and
346 specifically disclaims any prior use or activity upon the property which would have resulted in
347 the deposit of contaminants, toxic or hazardous substances.
348

349 **12. Risk of Loss.** All risk of loss to the real estate shall pass from the City to the
350 Buyer at closing.
351

352 **13. Personal Guaranties and Financial Statements.** At closing, the Managing
353 Member of the Buyer together with any other members owning a membership interest in the
354 Buyer agree to execute and deliver to the City their personal guaranties of all Buyer's payment or
355 liability obligations under this Agreement, said note and mortgage. Such guaranties shall be
356 joint and several, upon forms provided to the members by the City, and shall be accompanied by
357 written personal financial statements of each member signed under the penalty for perjury. Such
358 statements shall be up-dated at least annually upon the anniversary of closing and delivered to
359 the City. The City shall release said personal guaranties upon the payment in full of all amounts
360 due to the City hereunder.
361

362 **14. Subordination Agreement.** The City agrees to execute and deliver an agreement
363 subordinating the rights of the City to payment hereunder to a lender taking a first mortgage loan
364 against the real estate, on the following conditions:
365

366 a. The proceeds of the loan are used solely to finance improvements
367 to the real estate including the acquisition of equipment to be used solely on the
368 real estate in Buyer's business; and
369

370 b. There is sufficient unencumbered equity in the real estate by the
371 Buyer, or unencumbered personal assets stated and pledged in the personal
372 financial statements and guaranties required in Section 13 above, to equal not less
373 than one hundred twenty five percent (125%) of the outstanding indebtedness of
374 the Buyer to the City under this Agreement at all times after providing for
375 adequate coverage of the first position lender.
376

377 **15. Remedies.** The parties may enforce this Agreement by any remedy available
378 at law or in equity, including the remedy of specific performance.
379

380 **16. "E-Verify" Agreement.** Pursuant to the provisions of Public Law 171-2011 of
381 the State of Indiana which added a new chapter to the Indiana Code designated as I.C. § 22-5-
382 1.7-1, *et seq.*, the Buyer agrees as follows:
383

384 i. The Buyer agrees to enroll in and verify the work eligibility status
385 of all newly hired employees of the Buyer through the E-Verify Program (the
386 Electronic Verification of Work Authorization Program of the Illegal Immigration
387 Reform and Immigration Responsibility Act of 1996) (Public Law 104-208),
388 Division C Title IV, Section 403(a), as amended, operated by the United States
389 Department of Homeland Security or a successor work authorization program
390 designated by the United States Department of Homeland Security or other
391 federal agency authorized to verify the work authorization status of newly hired
392 employees under the Immigration Reform and Control Act of 1986 (Public Law
393 99-603)); and
394

395 ii. The Buyer is not required to verify the work eligibility status of all
396 newly hired employees of the Buyer through the E-Verify Program if the E-Verify
397 Program no longer exists; and
398

399 iii. The Buyer, by and through its authorized signatory, agrees to sign
400 an affidavit confirming that the Buyer does not knowingly employ an
401 unauthorized alien. The Buyer also agrees, by and through its authorized
402 signatory, to sign an affidavit under oath that the Buyer has enrolled and is
403 participating in the E-Verify Program;
404

405 iv. The Buyer agrees further that it shall not knowingly employ or
406 contract with an unauthorized alien, or retain an employee or contract with the
407 person that the Buyer subsequently learns is an unauthorized alien.
408

409 v. In the event that the Buyer violates any of the foregoing provisions
410 of this section, the City must require the Buyer to remedy the violation not more
411 than thirty (30) days after the date the City notifies the Buyer of the violation. In

412 the event that the Buyer fails to remedy the violation within such period, the City
413 shall be entitled to terminate this Agreement for breach and the Buyer shall be
414 liable to the City for any actual damages.

415
416 vi. If the Buyer uses a subcontractor to provide services for work the
417 Buyer is performing under this Agreement, the subcontractor shall certify to the
418 Buyer in a manner consistent with federal law that the subcontractor, at the time
419 of certification, does not knowingly employ or contract with an unauthorized alien
420 and has enrolled and is participating in the E-Verify Program. The Buyer agrees
421 to maintain on file the certification of a subcontractor throughout the duration of
422 the term of the contract with the subcontractor.

423
424 **17. Refuse.** The Buyer agrees, as part of its establishment of any business upon the
425 real estate, to locate and house refuse and grease dumpsters upon the real estate in such manner
426 and at such location as the City may require. Buyer shall engage and be solely responsible for
427 the cost of private commercial pick-up and disposal of garbage, refuse and grease.

428
429 **18. Compliance with Law.** Buyer agrees that, subsequent to closing, Buyer shall
430 comply with all applicable laws, statutes, rules, regulations and ordinances of the City of Hobart,
431 State of Indiana, and the United States with respect to its purchase, use, occupancy and
432 operations upon the real estate.

433
434 **19. Governing Law.** This Agreement shall be construed and enforced under the laws
435 of the State of Indiana.

436
437 **20. Time of the Essence.** Time is of the essence to this Agreement.

438
439 **21. Notices.** All notices required by this Agreement shall be made in writing and
440 hand delivered or delivered by certified U.S. Mail, return receipt requested, or by private courier
441 service whereby a delivery receipt is obtained, to the following persons, or such other persons as
442 the party may designate in a writing delivered to the other party. Notices shall be deemed given
443 three (3) days after mailing or deposition with a private courier:

444
445 City:
446 Brian K. Snedecor, Mayor
447 City of Hobart
448 414 Main Street
449 Hobart, Indiana 46342

Buyer:
Sergio Gutierrez, Managing Member
Puerta Del Sol, LLC.
2225 West Lincoln Highway
Merrillville, Indiana 46410-5335

450
451 Copy to:
452 Anthony DeBonis, Jr.
453 Hobart City Attorney
454 Anthony DeBonis Jr. & Associates
455 Attorneys At Law, LLC
456 214 Main Street
457 Hobart, Indiana 46342

Copy to:
James P. Driscoll
Efron & Efron, PC
Attorneys at Law
5246 Hohman Avenue
Fifth Floor
Hammond, Indiana 46320

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22. Amendment. This Agreement may be amended only through the execution of a written amendment, adopted in the same fashion as the original Agreement.

23. Assignment. No party may assign any of its rights or obligations under this Agreement without the express written consent of the other party.

24. Entire Agreement. This instrument is intended to constitute the entire agreement of the parties. No representation, warranty, term, condition or covenant not contained herein shall have any force or effect.

25. Binding Effect. This Agreement shall be binding and enforceable by and against the parties, their successors, personal representatives and assigns.

26. Severability. In the event that a court of competent jurisdiction determines that any part of this Agreement shall be unenforceable or without effect, the court shall, to the extent practicable, give effect to the remaining parts.

27. Anti-Waiver Provisions. The waiver by a party of any right under this Agreement on one occasion shall not work as a waiver of the same or other right arising under this Agreement on any subsequent occasion. Both parties have had the benefit of counsel in preparing this Agreement. No provision of this Agreement shall be construed against either party by reason of authorship or drafting of same.

28. Execution and Counterparts. Execution of this instrument may be made through digitally scanned and e-mailed signatures of the individuals authorized to sign for the parties, and such digital signatures shall be equally effective as original signatures. This instrument may be signed in identical counterparts, such that the signature of each party on an identical copy of this instrument shall be as effective as if all parties had signed the same copy.

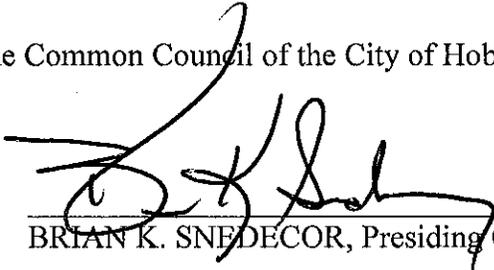
29. Correction of Parties. The parties recognize that the named parties to this agreement may need to be altered or substituted as to additions or deletions and both parties agree to the correction of the Agreement to properly state the entities which should be parties to this Agreement, and such corrections shall not negate or void the Agreement either in whole or in part.

IN WITNESS WHEREOF, the City, the Buyer and other interested parties have executed this instrument on the date first above written.

CITY OF HOBART, INDIANA,
an Indiana municipal corporation ("City")

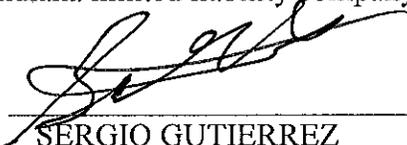
By: 
BRIAN K. SNEDECOR, Mayor

ADOPTED and APPROVED by the Common Council of the City of Hobart, Indiana on this 24th day of ~~February~~ August, 2016.


BRIAN K. SNEDECOR, Presiding Officer

ATTEST: 
DEBORAH A. LONGER, Clerk-Treasurer

PUERTA DEL SOL, LLC
an Indiana limited liability company ("Buyer")

BY: 
SERGIO GUTIERREZ
Managing Member


SERGIO GUTIERREZ, Individually and as
Guarantor

*This Instrument prepared by Anthony DeBonis, Jr., Hobart City Attorney,
ANTHONY DeBONIS, JR. & ASSOCIATES ATTORNEYS AT LAW, LLC,
214 Main Street, Hobart, Indiana 46342
(219)940-9963; Tony@DeBonisLaw.pro*

EXHIBIT A

Diagram of real estate

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[TO BE SUPPLIED BEFORE EXECUTION.]

