

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

RESOLUTION NO. 2019 - 20

**A Resolution to Approve and Authorize the Execution of an Amendment
Agreement between the City of Hobart and Eagle Creek Crossing, LLC**

WHEREAS, the Board of Public Works and Safety (“Board”) of the City of Hobart (“City”) previously adopted and approved a Development Agreement on July 3, 2019 providing for certain commitments of the Eagle Creek Crossing, LLC (“Developer”) and the City in connection with the development and construction of Eagle Creek Crossing (“Development”); and

WHEREAS, the Board has been informed of the need to amend Section 3 of said Agreement to provide for the construction of two (2) drainage pipes for the Development, one taking storm water from the eastern boundary of the Development south to the storm sewer along 61st Avenue, and the other to be constructed along said boundary north to the new storm sewer being constructed along Hickory Street; and

WHEREAS, the Development Agreement as originally adopted provided for a single larger pipe south to 61st Avenue only, the cost of which was to be shared by the City and Developer, while the proposed amendment, which is contained in the Amendment Agreement attached hereto, provides that the design and construction of the pipe to 61st Avenue will be paid for by the City, while the pipe north to Hickory Street will be financed entirely by the Developer; and

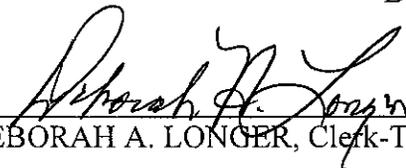
WHEREAS, the Board now desires to approve and adopt said Amendment Agreement and to authorize its execution by and on behalf of the City.

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

The Amendment Agreement between the City and Eagle Creek Crossing, LLC, an Indiana Limited Liability Company which is attached hereto, is hereby approved and adopted. Further, the Mayor of the City and the City Clerk-Treasurer are authorized to execute and to attest to the execution of the Agreement, respectively.

ALL OF WHICH IS ADOPTED on this 6th day of November, 2019 by the BOARD OF PUBLIC WORKS AND SAFETY of the City of Hobart, Indiana.


BRIAN K. SNEDECOR, Presiding Officer

ATTEST: 
DEBORAH A. LONGER, Clerk-Treasurer

2019-082714

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2019 December 2 3:32:20 PM

MICHAEL B BROWN
RECORDER

AMENDMENT TO DEVELOPMENT AGREEMENT

by and between

THE CITY OF HOBART, INDIANA

and

EAGLE CREEK CROSSING, LLC

THIS AMENDMENT AGREEMENT is made on this 6th day of November, 2019 by and between EAGLE CREEK CROSSING, LLC, an Indiana Limited Liability Company with principal offices located at 2200 East 88th Drive, Merrillville, Indiana 46410 ("Eagle Creek" or the "Company"), and the CITY OF HOBART, INDIANA, a municipal corporation organized and existing under the laws of the State of Indiana with principal offices at 414 Main Street, Hobart, Indiana 46342 (the "City") acting by and through its BOARD OF PUBLIC WORKS AND SAFETY, an instrumentality of the City.

WHEREAS, the parties entered into a Development Agreement ("Agreement") dated July 3, 2019 which was recorded in the Office of the Recorder of Lake County, Indiana on July 12, 2019 as document number 2019-042412 which, in Section 3 thereof, provided for the design and installation by the City of a PVC drainage pipe in the drainage easement on the Eastern boundary of the Eagle Creek Crossing Development, as legally described in said instrument, for the purpose of alleviating flooding by water flowing from the Deep River Estates Subdivision immediately to the East of the Development and from the Development itself; and

WHEREAS, homes located on the Eastern boundary of the Development as well as homes on the Western boundary of Deep River Estates were to be entitled to connect to said pipe, which was to be designed to direct the flow of storm water to the 61st Avenue storm sewer; and

WHEREAS, the Company had also agreed in said Section to contribute an amount equal to the estimated cost of installation of the originally-designed eight (8) inch pipe to serve the back-yard drainage of the Development's homes on its Eastern boundary, said amount to be determined by the contractor for the City and paid by the Company in a lump sum to the Clerk-Treasurer of the City to be applied to the project with the City paying the balance of the cost of upgrading the pipe to twelve (12) inches in diameter, installing the pipe, and connecting to the storm sewer. The City was to complete the work prior to grading and the commencement of other site activities for Development construction along its Eastern boundary; and

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AMOUNT \$ 25
CASH _____ CHARGE _____
CHECK# 020025
OVERAGE _____
COPY _____
NON-CONF _____
DEPUTY SS

WHEREAS, the parties subsequently determined that the PVC drainage pipe proposed for installation in Section 3 of the Agreement cannot be installed as originally planned due to a conflict with an existing water main running along 61st Avenue. The parties have agreed that, instead of a single pipe, two drain pipes will be installed, one draining to the storm sewer along 61st Avenue and the other draining to the North into the new storm sewer along Hickory Street and

WHEREAS, the parties have also determined that approximately the same cost sharing will be achieved as proposed in the Agreement Section 3 originally, by having the City build the line to 61st Avenue at its expense, while the Developer builds the line to Hickory Street at its expense; and

WHEREAS, the parties desire to memorialize their amended agreement in this instrument.

THEREFORE, IN CONSIDERATION of the mutual promises, terms and conditions hereinafter set forth and intending themselves to be legally bound, the parties agree as follows:

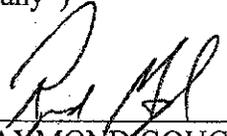
Section 3 of the Development Agreement described above and dated July 3rd, 2019 is hereby amended by striking out all of the language contained in said section and inserting in lieu thereof the following new language:

"3. Installation of Drainage Pipes. For the purpose of alleviating flooding by water flowing from the Deep River Estates Subdivision immediately to the East of the Development and from the Development itself, the parties agree that they will construct two (2) drainage pipes as follows: The City agrees to design and install a new storm sewer pipe draining to the storm sewer along 61st Avenue in the drainage easement on the Eastern boundary of the development, and the Developer agrees to design and install a drainage pipe North to the new storm sewer along Hickory Street. Homes located on the Eastern boundary of the Development as well as homes on the Western boundary of Deep River Estates will be entitled to connect to the new pipes. The City will bear the costs of design and construction of the pipe to the 61st Avenue sewer, and the Developer will bear the costs of design and construction of the pipe running north to Hickory Avenue. The City shall complete its work prior to grading and the commencement of other site activities for Development construction along its Eastern boundary".

In all other respects, the Development Agreement of July 3rd, 2019 is affirmed.

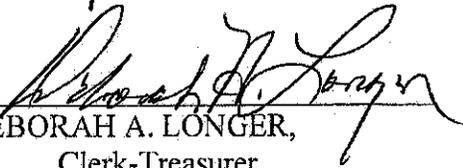
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

EAGLE CREEK CROSSING, LLC,
an Indiana Limited Liability Company
("Company")

By: 
RAYMOND GOUGH, Member

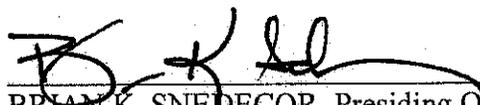
CITY OF HOBART, INDIANA ("CITY"),
an Indiana Municipal Corporation

By: 
BRIAN K. SNEDECOR, Mayor

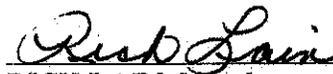
ATTEST: 
DEBORAH A. LONGER,
Clerk-Treasurer

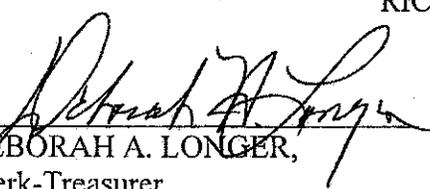
ADOPTED and APPROVED by the Board of Public Works of the City of Hobart on this 6th day of November, 2019.

CITY OF HOBART BOARD OF PUBLIC
WORKS AND SAFETY ("Board"):


BRIAN K. SNEDECOR, Presiding Officer


THOMAS EHRHARDT, Member

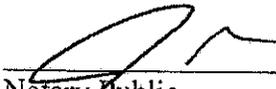

RICH LAIN, Member

ATTEST: 
DEBORAH A. LONGER,
Clerk-Treasurer

STATE OF INDIANA)
) ss:
LAKE COUNTY)

BEFORE ME, a duly appointed Notary Public in and for said county and state, appeared RAYMOND GOUGH, Member of Eagle Crossing, LLC, an Indiana Limited Liability Company, a party to the above instrument and a person known to me, who acknowledged execution of same in such capacity, as his free and voluntary act, for the uses and purposes stated therein.

IN WITNESS WHEREOF, I have affixed my signature and official seal on this 25th day of November, 2019.



Notary Public

Name Printed: John Redmond

County of Residence: Porter

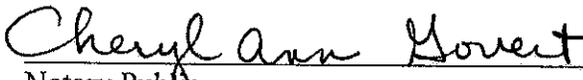
My Commission Expires: 6/15/27



STATE OF INDIANA)
) ss:
LAKE COUNTY)

BEFORE ME, a duly appointed Notary Public in and for said county and state, appeared BRIAN K. SNEDECOR and DEBORAH A. LONGER, Mayor-Presiding Officer of the City of Hobart Board of Public Works and Safety and Clerk-Treasurer of the City of Hobart, Indiana, respectively, signatories to the above instrument and persons known to me, who acknowledged execution of same in such capacities on behalf of said City, as their free and voluntary acts, for the uses and purposes stated therein.

IN WITNESS WHEREOF, I have affixed my signature and official seal on this 6th day of November, 2019.



Notary Public

Name Printed: Cheryl Ann Govert

County of Residence: Lake

My Commission Expires: 2/25/2023



Cheryl Ann Govert
NOTARY PUBLIC
Lake County, State of Indiana
Commission Number: 664599
My Commission Expires February 25, 2023

STATE OF INDIANA)
) ss:
LAKE COUNTY)

BEFORE ME, a duly appointed Notary Public in and for said county and state, appeared THOMAS EHRHARDT and RICH LAIN, Members of the Board of Public Works and Safety of the City of Hobart, Indiana, signatories to the above instrument and persons known to me, who acknowledged execution of same in such capacities on behalf of said Board, as their free and voluntary acts, for the uses and purposes stated therein.

IN WITNESS WHEREOF, I have affixed my signature and official seal on this 6th day of November, 2019.

Cheryl Ann Govert
Notary Public

Name Printed: Cheryl Ann Govert
County of Residence: Lake
My Commission Expires: 2/25/2023



Cheryl Ann Govert
NOTARY PUBLIC
Lake County, State of Indiana
Commission Number: 664599
My Commission Expires February 25, 2023

I affirm under the penalty for perjury that I have taken reasonable care to redact each Social Security number in this document unless required by law. Anthony DeBonis, Jr.

*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; Facsimile (219) 940-9965*