



Goshen Common Council

6:00 p.m. June 15, 2021 Regular Meeting

Council Chambers, Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Call to Order by Mayor Jeremy Stutsman and Kid Mayor Monica Pierce

Pledge of Allegiance

Roll: Megan Eichorn (District 4) Julia King (At-Large) Jim McKee (District 1)
Doug Nisley (District 2) Gilberto Pérez, Jr. (District 5) Matt Schrock (District 3)
Council President Brett Weddell (At-Large) Youth Advisor Hazany Palomino (Non-voting)

Presentation of Plaques to Outgoing Youth Advisors

Swearing in of Incoming Youth Advisors

Roll: Megan Eichorn (District 4) Julia King (At-Large) Jim McKee (District 1)
Doug Nisley (District 2) Gilberto Pérez, Jr. (District 5) Matt Schrock (District 3)
Council President Brett Weddell (At-Large) Youth Advisor Adrian Mora (Non-voting)

Approval of Minutes

Approval of Meeting Agenda

Privilege of the Floor

- I. Resolution 2021-23** Development Agreement with Last Dance, LLC
- II. Resolution 2021-24** Transfer of Appropriations: Electric-assisted Bicycles

Elected Official Reports

Adjournment

COUNCIL RESOLUTION 2021-23

Development Agreement with Last Dance, LLC

BE IT RESOLVED by the Goshen Common Council that:

- (1) Authorization is given to extend city sewer utilities and water utilities to the real estate currently located outside the corporate boundaries of the City of Goshen as described in the Development Agreement with Last Dance, LLC attached to and made a part of this resolution. It is acknowledged that the City is presently in the process of annexing the real estate covered by the Development Agreement.
- (2) The terms and conditions of the Development Agreement with Last Dance, LLC attached to and made a part of this resolution are approved.
- (3) Mayor Jeremy P. Stutsman is authorized the execute the Development Agreement on behalf of the Goshen Common Council and City of Goshen.

PASSED by the Goshen Common Council on _____, 2021.

Presiding Officer

ATTEST:

Adam C. Scharf, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2021, at _____
a.m./p.m.

Adam C. Scharf, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2021.

Jeremy P. Stutsman, Mayor

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is entered into on _____, 2021, among the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, acting through the Goshen Common Council and the Goshen Board of Public Works and Safety (collectively, the “City of Goshen”), the Goshen Redevelopment Commission (the Goshen Redevelopment Commission and the City of Goshen, collectively, the “City”), and Last Dance, LLC (referred to as “Developer”).

RECITALS

WHEREAS this agreement provides for the development of three (3) tracts of real estate in accordance with the terms and conditions set forth in this agreement. The tracts are identified as Tract 1, Tract 2 and Tract 3 on the map attached to this agreement as Exhibit A and more particularly described in Exhibit B and hereinafter referred to as “subject real estate.”

WHEREAS the real estate identified as Tract 3 in Exhibits A and B is owned by Ryan Thwaites and Larry Schrock, each owning an undivided one-half ($\frac{1}{2}$) interest as tenants in common in Tract 3.

WHEREAS Ryan Thwaites owns the real estate identified as Tract 1 in Exhibits A and B. Ryan Thwaites also owns an undivided one-half ($\frac{1}{2}$) interest in the real estate identified as Tract 2 in Exhibits A and B together with Douglas W. Thwaites and Nancy L. Thwaites, husband and wife, who own the other undivided one-half ($\frac{1}{2}$) interest in Tract 2.

In consideration of mutual covenants contained in this agreement, City and Developer now agree as follows:

AUTHORITY

This agreement is entered into in accordance with Indiana Code §36-4-3-21.

TERM OF THE AGREEMENT

The term of this agreement begins upon execution of this agreement by City and Developer and upon the agreement's approval by the Goshen Common Council, the Goshen Redevelopment Commission and the Goshen Board of Public Works and Safety and ends when City and Developer have fulfilled all obligations set forth in this agreement.

DEVELOPMENT AREA DESCRIBED

1. This agreement concerns the development of three (3) tracts of real estate consisting of eight (8) parcels generally located along College Avenue (County Road 36), east of the railroad tracks and west of County Road 31. The tracts are identified as Tract 1, Tract 2 and Tract 3 on the map attached to this agreement as Exhibit A, and are more particularly described in Exhibit B.
2. The real estate identified as Tract 3 in Exhibits A and B consists of three (3) parcels of real estate located on the north side of College Avenue/County Road 36 and is currently located within the corporate limits of the City of Goshen. This real estate shall be referred to individually as the "Tract 3 real estate." Ryan Thwaites and Larry Schrock warrant that each owns an undivided one-half (½) interest as tenants in common in the Tract 3 real estate.
3. The real estate identified as Tract 1 in Exhibits A and B consists of two (2) parcels of real estate located on the north side of College Avenue/County Road 36 and is currently located outside the corporate limits of the City of Goshen. This real estate shall be referred to individually as the "Tract 1 real estate." Ryan Thwaites warrants that he is the owner of the Tract 1 real estate. A Petition for Annexation into the City of Goshen has been submitted for the Tract 1 real estate in the form attached hereto as Exhibit C.
4. The real estate identified as Tract 2 in Exhibits A and B consists of three (3) parcels of real estate located on the south side of College Avenue/County Road 36 and is currently located outside the corporate limits of the City of Goshen. This real estate shall be referred to individually as the "Tract 2 real estate." Ryan Thwaites warrants that he owns an undivided one-half (½) interest with Douglas W. Thwaites and Nancy L. Thwaites, husband and wife, who own the other undivided one-half (½) interest as tenants in common in the Tract 2 real estate. A Petition for Annexation into the City of Goshen has been submitted for the Tract 2 real estate in the form attached hereto as Exhibit C.
5. For the purposes of this agreement, the Tract 1 real estate, Tract 2 real estate and Tract 3 real estate may be collectively referred to as "subject real estate."

WATER SERVICES AND WATER BUILDING LINE CONSTRUCTION

1. Developer will pay City's standard water connection fee for each parcel of the subject real estate at the time that any building on such parcel is connected to the City's water system.
2. Developer will design, construct and maintain at Developer's expense any water building line that is necessary for the proper connection of any building on the subject real estate to City's water main.
3. Developer will pay City's standard fee for any water building line inspection and for any subsequent water connections on any parcel of the subject real estate.
4. Developer agrees to provide any proposed plans and specifications for the construction of water building lines to City's Engineering Department for review and approval before commencing construction of such building lines.
5. Developer will pay City's standard fees for water meters, meter horns, and any applicable taxes for any building constructed on any parcel of the subject real estate.
6. Once water building lines and water mains are designed and approved for construction, City and Developer shall clearly designate which are water building lines and which are water mains. Developer shall maintain at Developer's expense all water building lines on the subject real estate. City will maintain at City's expense all water mains on the subject real estate.

WATER MAIN CONSTRUCTION

1. City agrees to bid, construct and provide the funding for a water main within the City's right-of-way (existing and to be acquired) of sufficient size to properly provide water to the subject real estate. The water main will be constructed along College Avenue (County Road 36) beginning at the end of the City's existing water main on College Avenue. The new water main will run under the railroad tracks, east to County Road 31, then south on County Road 31 to County Road 38, then west on County Road 38 connecting to the existing City water main on Century Drive (water main project). City agrees to complete the water main project within five hundred forty-five (545) days after the needed rights-of-way have been identified.
2. Other than as set forth below, the City funding for the water main loop will come from tax increment financing ("TIF") revenues from the Southeast Allocation Area ("Southeast Allocation Area") of the Redevelopment District of the City (the "District"). The amount of City's funding from the Southeast Allocation Area for the water main loop will not exceed Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000). If the cost estimate for the water main project exceeds Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000), the Developer can provide a design reducing the size and/or scope of the water main project so the estimated cost is

not in excess of Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000). If the cost estimate exceeds Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000) and the Developer is not able to provide a water main project design so the estimated cost of the modified water main project does not exceed Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000), City may terminate this agreement if the water main project exceeds Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000) and the City provides Developer written notice of termination within sixty (60) days of City receiving notice of the cost estimate.

3. Developer agrees to develop plans and specifications for the water main project described in paragraph 1 above. The Developer will pay the cost of the development plans and specifications. City will review and approve the proposed design and specifications prior to finalizing the plans and specifications. If City does not approve the design and Developer is unwilling to make the City's modifications, the agreement will terminate without further action by the parties.
4. City will commence the bidding process within forty-five (45) days after the plans and specifications are finalized.
5. No building requiring water service may be occupied until Developer has constructed the required water building lines to properly service the building at Developer's expense and City's water main extension project is completed.
6. Developer agrees to donate any rights-of-way or easements necessary to construct or maintain the water main to the extent that Developer owns the real estate from which the rights-of-way or easements are needed. City will acquire any rights-of-way or easements needed to construct the water main loop at City's expense other than from real estate owned by Developer.

SEWER SERVICES AND SEWER BUILDING LINE CONSTRUCTION

1. Developer will pay City's standard sewer connection fee for any parcel of the subject real estate at the time that any building on such a parcel is connected to the City's sewer system.
2. Developer will pay City's standard fee for any sewer building line inspection and for any sewer building line connection on any parcel of the subject real estate.
3. Developer will construct and maintain at Developer's expense any sewer building line that is necessary for the proper connection of any building to City's sewer main.
4. Developer agrees to provide any proposed plans and specifications for the construction of any sewer building lines to City's Engineering Department for review and approval before commencing construction of such building lines.
5. Developer will pay City's standard fee for any meter necessary to properly measure sewer usage.

6. Once sewer building lines and sewer mains are designed and approved for construction, City and Developer shall clearly designate which are sewer building lines and which are sewer mains. Developer shall maintain at Developer's expense all sewer building lines on the subject real estate. City will maintain at City's expense all sewer mains on the subject real estate.

SEWER MAIN CONSTRUCTION

1. City agrees to bid, construct and provide the funding for all sewer mains as well as any lift station or other appurtenant facilities needed to properly provide sewer service to the subject real estate from bond proceeds to be issued by City and purchased by Developer. City agrees to complete the sewer main construction within three hundred sixty-five (365) days after the needed rights-of-way have been identified. If the bond proceeds are not sufficient to completely fund the sewer main and other infrastructure improvements described in this agreement which are to be paid from the bond proceeds, the Developer will initially provide the additional funds. City will repay Developer for such additional funds from TIF revenues generated solely from the New Allocation Area (as defined herein) except as provided in paragraph 9 under Project Funding.
2. Developer agrees to develop plans and design specifications for all components of the sewer main extension. The Developer will pay the costs to develop the plans and design specifications. City will review and approve all proposed plans and design specifications prior to finalizing the plans and design specifications. If City does not approve the design and Developer is unwilling to make the City's modifications, the agreement will terminate without further action by the parties.
3. City will commence the bidding process to select a contractor to construct the sewer main within forty-five (45) days after the plans and design specifications are finalized.
4. No building requiring sewer service may be occupied until the sewer main extension project is completed or before Developer has constructed the required sewer building lines to properly service any building to connect to City sewer.
5. Developer agrees to donate any rights-of-way or easements necessary to construct and maintain the sewer main to the extent that Developer owns the real estate from which the rights-of-way or easements are needed. City will acquire any rights-of-way or easements needed to construct the sewer main at City's expense other than from real estate owned by Developer.
6. The sewer main constructed in the City's rights-of-way along College Avenue or immediately adjacent to the College Avenue rights-of-way will be a public sewer main and will be maintained at City's expense.

**COLLEGE AVENUE IMPROVEMENTS, SIDEWALKS, STORM SEWER
AND STORMWATER RETENTION**

1. Except as otherwise designated by the parties after design is completed, the roads within the subject real estate will be private roads. As private roads, Developer will be responsible for all costs for the construction of such roads and for all maintenance of such roads.
2. Developer agrees to design at Developer's expense a ten-foot (10') sidewalk (the "Sidewalk") adjacent to College Avenue (County Road 36) beginning on the east side of the railroad tracks and extending to the eastern boundary of the subject real estate. City will review and approve the proposed design and plan specifications prior to finalization of the design and plan specifications.
3. City agrees to bid and construct the Sidewalk at City's expense. City will also bid, and construct curbs and gutters at City's expense for College Avenue (County Road 36) from the railroad tracks to the eastern boundary of the subject real estate.
4. Developer agrees to design, at Developer's expense, flood routing and control and stormwater retention, including side ditches, culverts and ponds for the subject real estate which will retain all stormwater from a National Oceanic and Atmospheric Administration (NOAA) Atlas-14 rain event. The design plans must be approved by the City Engineer and determined to be consistent with the City of Goshen Storm Water Ordinance. In addition, the stormwater plan and facilities constructed must adequately detain stormwater from the real estate north and east of the subject real estate which migrates to the subject real estate.
5. City agrees to construct, at City's expense, the storm water retention projects described in paragraph 4 above in an amount not to exceed Three Million Dollars (\$3,000,000) from the District's Southeast Allocation Area TIF revenues or TIF revenues from a consolidated allocation area that includes the current Southeast Allocation Area. The amount of City's funding from the Southeast Allocation Area or a consolidated allocation area, including the Southeast Allocation Area, for the storm water retention projects will not exceed Three Million Dollars (\$3,000,000). If the cost estimate for such projects exceed Three Million Dollars (\$3,000,000), the Developer can provide a design reducing the size and/or scope of the storm water retention projects so the estimated cost is not in excess of Three Million Dollars (\$3,000,000) as long as the storm water retention projects meet the requirements of paragraph 4 above. If the cost estimate exceeds Three Million Dollars (\$3,000,000) and the Developer is not able to provide a design so the estimated cost of the modified storm water retention projects does not exceed Three Million Dollars (\$3,000,000), City may terminate this agreement if City provides Developer written notice of termination within sixty (60) days of City receiving notice of the cost estimate.

6. City will commence the bidding process within forty-five (45) days after plans and design specifications for the College Avenue improvements, sidewalk, storm sewer and stormwater retention areas are finalized.
7. Developer agrees to donate any rights-of-way or grant any easements needed from property that Developer owns for the College Avenue road and sewer, water and stormwater utility projects. Developer specifically agrees to grant City rights-of-way adjacent to College Avenue (County Road 36) so that City has a minimum of forty feet (40') of right-of-way measured from the centerline of College Avenue (County Road 36). Developer agrees to design the flood routing and control and stormwater retention, including side ditches, culverts and ponds, and sewer main construction so that these projects are within existing rights-of-way or easements or on the subject real estate. Developer agrees to donate such rights-of-way or easements to City.
8. Developer will be required to dedicate all rights-of-way and easements needed for public roads within the subject real estate. The road must have been constructed in a manner that meets all City requirements in order for City to accept the road as a public road. If City accepts dedication of the road, City will assume future maintenance of the public road.
9. City agrees to complete the construction of all improvements as set forth in this section within three hundred sixty-five (365) days after the needed rights-of-way have been identified.

PROJECT FINANCING

1. The City, for and on behalf of the District, will issue Economic Development Revenue Bonds (the "Bonds") to be purchased by Developer, or such other individuals or entities designated by Developer, to fund the infrastructure projects listed in paragraph 2 of this section below. The financial parameters of the Bond are set forth in paragraph 6 of this section below. The Bonds will be paid by the District solely from TIF revenues generated by a separate allocation area to be comprised of the subject real estate (the "New Allocation Area"). If the TIF revenues generated by improvements in the New Allocation Area are insufficient to make the Bond payments, the City's payments to Developer will be delayed until there are sufficient TIF revenues generated from the New Allocation Area to make such payments. City will not pay a penalty or any additional interest to Developer as long as no TIF revenues generated from the New Allocation Area are used by City for any purpose other than the repayment of the Bonds.
2. The following infrastructure projects are to be paid from Bond proceeds which will be reimbursed from TIF revenues solely generated by the New Allocation Area for the following projects:
 - a) College Avenue roadway improvements including a ten-foot (10') sidewalk, curbs, road resurfacing, and road widening and repair.

- b) College Avenue sanitary sewer extension beginning at the end of the sanitary sewer west of the Tract 3 real estate, and extending to the east boundary of the subject real estate.
 - c) Construction of public sanitary sewer mains within the subject real estate.
 - d) Construction of public water mains within the subject real estate.
 - e) Construction of public roads within the subject real estate.
 - f) Excess water main cost, but only if TIF revenues from the New Allocation Area remain after paying for items a) through e).
3. In addition to the projects to be funded by Bond proceeds, City agrees to commit TIF revenues from the Southeast Allocation Area or a consolidated allocation area that includes the current Southeast Allocation Area to pay for real estate acquisition and to bid and construct the following infrastructure improvements:
 - a) Flood control routing, including side ditches, culverts, and ponds on the subject real estate and on real estate located to the south and east of the College Avenue improvements.
 - b) A water main loop from College Ave to County Road 31 to Kercher Road (County Road 38) to Century Drive.
4. These projects do not include the construction of the sanitary sewer building lines and water building lines that connect buildings on the subject real estate to public water mains and sewer mains.
5. Preliminary cost estimates for these infrastructure projects, which will be funded by proceeds of the Bonds are not to exceed Nine Million Two Hundred Eight Thousand Five Hundred Sixty-Five Dollars (\$9,208,565).
6. Based upon the TIF projections completed by Baker Tilly Municipal Advisors, LLC, Developer's committed investment will provide capacity to issue the Bonds in an aggregate principal amount that will generate net proceeds of Nine Million Four Hundred Forty-Five Thousand Dollars (\$9,445,000) that will be available to fund the projects listed in paragraph 2 of this section above. All TIF revenues generated from the New Allocation Area will be used to repay Bonds. The Bonds will have a final maturity no later than twenty (20) years after the date of issuance of the Bonds, and will bear interest at an interest rate of four percent (4%) per annum.
7. If the net Bond proceeds are not used entirely for the projects in paragraph 2 above, the unused Bond proceeds will be used on the project in paragraph 3, subparagraph a) above (flood control routing) or subparagraph b) above (water main loop).
8. All TIF revenues generated from the New Allocation Area will be used exclusively for payment of debt service on the Bonds until the Bonds are paid in full.

9. In addition to TIF revenues generated from development in the New Allocation Area, twenty-five percent (25%) of TIF revenues generated by future industrial development within the area east of the railroad to County Road 31, south to Kercher Road and then west to Century Drive will be used for Bond repayment if such new development substantially benefits from the infrastructure improvements funded by the Bond issued by City and purchased by Developer.
10. City agrees to complete the construction of all improvements set forth in this section within five hundred forty-five (545) days after the needed rights-of-way have been identified unless a shorter period of time is noted elsewhere in this agreement.

DEVELOPER'S STATE TAX CREDITS

Developer is submitting an application for State tax credits through the Indiana Economic Development Corporation (IEDC). City supports Developer's application. Developer's commitment to proceed with project is contingent upon Developer receiving Six Million Dollars (\$6,000,000) in eligible tax credits.

REAL ESTATE TAX APPEALS

Developer, and any successor in interest of the subject real estate, agrees that it will not appeal any tax assessment for any parcel of the subject real estate until the Economic Development Revenue Bond is paid in full.

FIRE HYDRANTS

Fire hydrants shall be installed within the subject real estate by Developer as the parcels are developed. Installation will be in accordance with plans acceptable to the Goshen Fire Department and the Goshen Engineering Department. The need for additional fire hydrants will be reviewed at the time that any additional building plans are approved. Fire hydrants will be installed at Developer's expense and will be maintained by Developer unless City accepts dedication of such hydrants. Developer shall provide sufficient easements or rights-of-way to allow for proper access to the hydrants and for proper maintenance of the hydrants if City accepts dedication.

DEVELOPMENT PLANS

1. Developer agrees to submit detailed development plans for any development on the subject real estate to the Goshen Planning and Zoning Department, Goshen Department of Storm Water Management and Goshen Engineering Department for review and approval.

2. Developer agrees to comply with all City of Goshen requirements for development within a M-1 (Light Industrial) zoning district. The City will use its best efforts to expeditiously obtain the necessary approvals set forth in the prior sentence.

INFRASTRUCTURE CONSTRUCTION REQUIREMENTS

The following requirements are applicable to any construction on the subject real estate:

1. The construction of any water main, sewer main, water building line, sewer building line, or other appurtenant facilities, public road, private road, curb and gutter, stormwater retention or flood control structures shall be constructed in accordance with detailed plans and specifications approved in advance of construction by the Goshen City Engineer and the Goshen Board of Public Works and Safety. The City will use its best efforts to expeditiously obtain the necessary approvals set forth in the prior sentence.
2. Upon satisfactory completion, final inspection by the City of Goshen and approval of the Goshen Board of Public Works and Safety, the water mains, sewer mains, public roads, flood control measures and stormwater retention areas will be dedicated to and will be accepted by the City for maintenance unless otherwise provided in this agreement. At the time of dedication to the City and approval by the Board of Public Works and Safety, the City will assume the cost of maintenance of the water mains, sewer mains, public roads, flood control measures and stormwater retention areas. Any water building lines, sewer building lines, private roads or private drives constructed will not be dedicated to City and shall remain the property of Developer who shall continue to be responsible for the maintenance of such private infrastructure.
3. At the time of any dedication to City, all materials and facilities dedicated to City shall be clear of all liens and encumbrances. Developer shall convey good and merchantable title to all physical components of public infrastructure constructed which is to be dedicated to City.
4. City and Developer each agree to execute all deeds, easements, rights-of-way or other documents that are reasonably necessary, desirable or appropriate to further the projects and to provide for the future maintenance of the City's water mains, sewer mains, appurtenant facilities, public roadways or other public infrastructure.
5. City agrees to supply the subject real estate with water service and sewer service if Developer constructs, at Developer's own expense, water building lines and/or sewer building lines from the respective buildings to the City's water main and/or sewer main. Such building lines must be constructed in accordance with specifications approved by the Goshen City Engineer. The costs for constructing any such water building lines and/or sewer building lines by Developer on their

parcels will be paid by Developer. Maintenance of these water building lines and sewer building lines will be at Developer's expense

6. Any building constructed on the subject real estate after the execution of this agreement shall be connected to the City's sewer system and water system at the expense of the owner of such real estate at the time of the construction of the building.
7. The parties acknowledge that construction of the water main and sewer main projects are dependent upon the cooperation of the railroad to permit boring under the railroad. The timeliness of the railroad approval is not in control of either City or Developer. The parties agree to cooperate with each other to obtain the needed permits to bore under the railroad tracks. Any railroad delay in granting such permits may affect the parties' intended time frames.

CHARGES FOR WATER AND SEWER SERVICES

The City reserves the right to modify the charges for water service and sewer service to all parcels during the term of this agreement or any extensions. It is agreed that such water rates and sewer rates shall be modified in accordance with the statutory procedures for the modification of water rates and sewer rates. The rates charged for the water and sewer services to the subject real estate by any amended water or sewer rate ordinance will be the same charges that apply to any other similarly situated property in the City of Goshen.

ANNEXATION AND EASEMENTS

1. The Tract 3 real estate is in the current corporate boundaries of the City of Goshen and is part of the Lippert/Dierdorff Economic Development Area and the Lippert/Dierdorff Tax Increment Financing District. The Tract 3 real estate will be removed from the Lippert/Dierdorff Tax Increment Finance District and placed in the New Allocation Area.
2. Developer agrees to consent to City annexing the Tract 1 real estate and Tract 2 real estate and adding the Tract 1 real estate and Tract 2 real estate to the New Allocation Area that includes the Tract 3 real estate.
3. City agrees to commence the annexation proceedings and the process to add the Tract 1 real estate and Tract 2 real estate to the New Allocation Area as set forth above as soon as Developer has commenced plans for construction of buildings on the Tract 1 real estate and/or Tract 2 real estate.
4. The annexation and adding the parcels to the New Allocation Area must commence prior to starting building construction on either the Tract 1 real estate or Tract 2 real estate.
5. City agrees to begin the annexation process as soon as Developer instructs City to add the Tract 1 real estate and Tract 2 real estate to the above-referenced New Allocation Area.

6. City agrees to begin the process to add Tract 1 real estate and Tract 2 real estate to the New Allocation Area as soon as the annexation process is commenced.
7. Developer agrees to commence the construction of two new manufacturing buildings and one lamination building within the New Allocation Area by December 31, 2021 and to complete such construction by December 2022.
8. In the event that any rights-of-way or easements to be donated to the City pursuant to this Agreement for the Tract 1, Tract 2 or Tract 3 real estate and the Developer does not own all or any portion of said tracts of real estate, Ryan Thwaites and/or Larry Schrock agree to donate any such rights-of-way or easements for all or any portion of the Tract 1, Tract 2 or Tract 3 real estate held by Ryan Thwaites and/or Larry Schrock.

WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

Developer and their successors in title and any person tapping into any of the water or sewer mains constructed as a result of this agreement, waive and release any right to remonstrate against any pending or future annexation of any of the affected real estate. This waiver is given in consideration for the right to connect into the water mains and/or sewer mains constructed and the right to receive City water and sewer services.

MISCELLANEOUS

1. Developer agrees that upon the sale of any portion of any of the subject real estate, Developer will advise the purchaser in writing of this agreement prior to the sale. Any successor in interest to the subject real estate assumes the obligations set forth in this agreement.
2. If it becomes necessary for any party to this agreement to institute litigation in order to enforce or construe the terms and provisions of this agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in such litigation from the non-prevailing party.
3. No remedy conferred upon any party to this agreement is intended to be exclusive of any other remedy provided or permitted by law, but each remedy shall be cumulative and shall be in addition to any other remedy given under the terms of this agreement or existing at law or equity. Every power or remedy provided in this agreement may be exercised concurrently or independently and as often as deemed appropriate.
4. This agreement shall be construed and enforced in accordance with the laws of the State of Indiana. The venue for any action brought by any party relating to or arising out of this agreement shall be in Elkhart County, State of Indiana.

5. This agreement shall be binding upon and inure to the benefit of the parties to this agreement and for all purposes shall be deemed a covenant running with the land to remain in full force and effect until all obligations under the agreement have been completed. The subject real estate will be governed by the ordinances of the City of Goshen.
6. This agreement contains the entire agreement between the parties respecting the matters set forth.
7. The City of Goshen represents that it has received the approval of this development agreement from the Goshen Common Council.

IN WITNESS WHEREOF, the parties have executed this agreement as of the dates set forth below.

City of Goshen, Indiana

Last Dance, LLC

Goshen Common Council

By Jeremy P. Stutsman, Mayor and Presiding Officer

By: Ryan Thwaites, Member

Date: _____

Date: _____

Goshen Board of Public Works and Safety

By Jeremy P. Stutsman, Mayor

Date: _____

Goshen Redevelopment Commission

By Vince Turner, President

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Ryan Thwaites, as a Member of Last Dance, LLC, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this ____ day of _____, 2021.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Jeremy P. Stutsman, Mayor and Presiding Officer, on behalf of the Goshen Common Council and City of Goshen, Indiana, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this ____ day of _____, 2021.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Jeremy P. Stutsman, Mayor, on behalf of the Goshen Board of Public Works and Safety and City of Goshen, Indiana, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this ____ day of _____, 2021.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Vince Turner, President on behalf of the Goshen Redevelopment Commission and City of Goshen, Indiana, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this ____ day of _____, 2021.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

This instrument was prepared by Larry A. Barkes, Goshen City Attorney, Attorney No. 3568-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 533-9536.

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 (Larry A. Barkes).

EXHIBIT A - DEVELOPMENT AREA

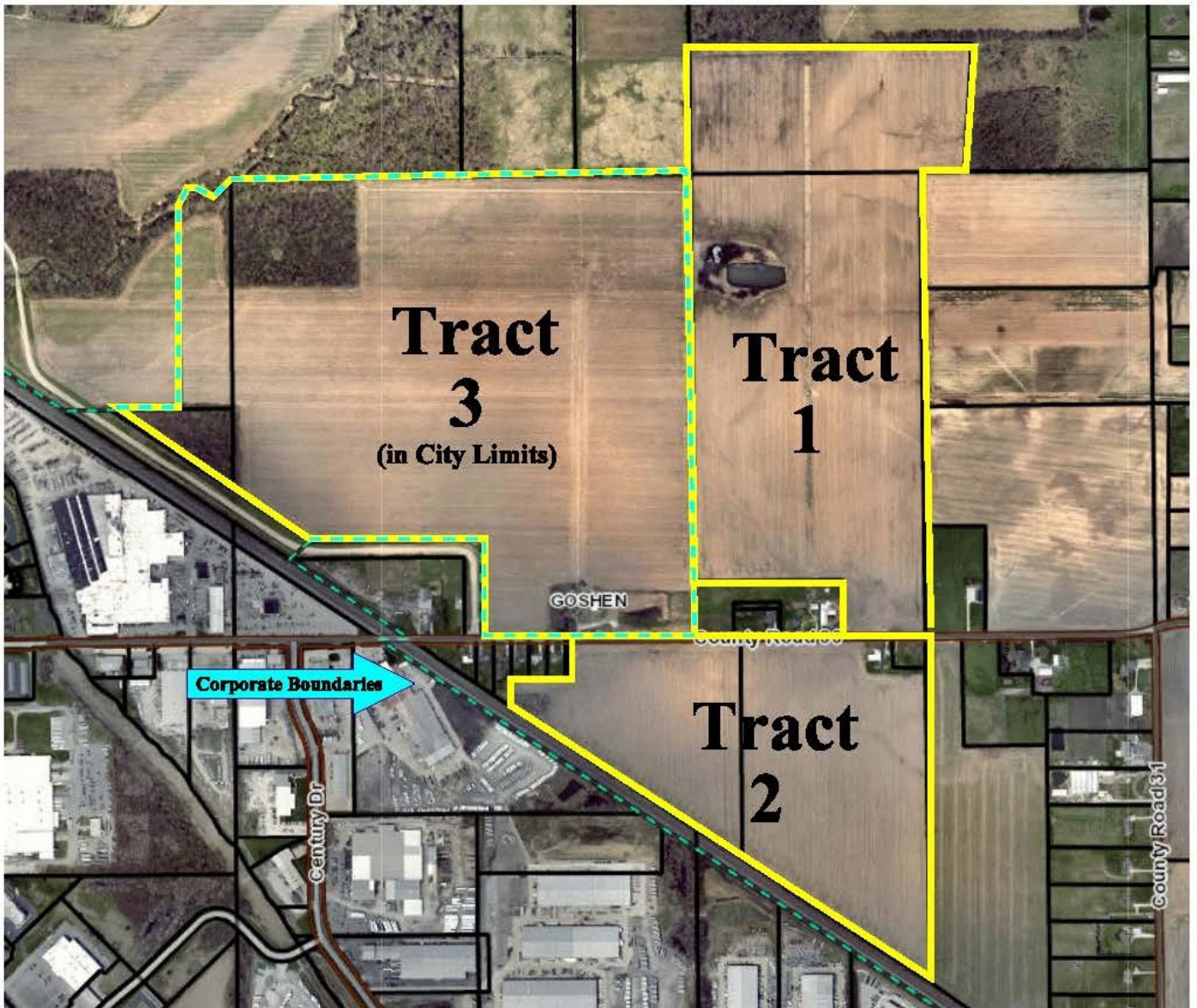


EXHIBIT B – DEVELOPMENT AREA DESCRIBED

TRACT 1 (Parcel Numbers 20-1 1-13-200-005.000-014 and 20-11-13-400-006.000-014)

A PART OF THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, SURVEYED BY RONNIE L. JUSTICE, REGISTRATION NUMBER 80900004, WITH ADVANCED LAND SURVEYING OF NORTHERN INDIANA INC., AS SHOWN ON PROJECT NUMBER 201101 CERTIFIED ON NOVEMBER 3, 2020, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS IN THIS DESCRIPTION ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13 HAVING A BEARING OF NORTH 89 DEGREES 39 MINUTES 12 SECONDS EAST); COMMENCING AT A HARRISON MONUMENT MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST; THENCE NORTH 00 DEGREES 22 MINUTES 23 SECONDS WEST WITH THE EAST LINE OF A TRACT OF LAND CONVEYED TO RYAN THWA ITS AND LARRY SCHROCK IN ELKHART COUNTY DEED RECORD 2020-11865, A DISTANCE OF 320.49 FEET TO A #5 REBAR FOUND AT THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00 DEGREES 22 MINUTES 23 SECONDS WEST WITH SAID LINE, A DISTANCE OF 2327.58 FEET TO A THREE QUARTER INCH REBAR FOUND AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 13 AND BEING THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO VERNON AND WANDA SCHLABACH IN ELKHART COUNTY DEED RECORD 2017-07742; THENCE NORTH 00 DEGREES 28 MINUTES 34 SECONDS WEST, WITH THE EAST LINE OF SAID SCHLABACH LAND, A DISTANCE OF 732.81 FEET TO A THREE QUARTER INCH REBAR AT THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO DANA L. MILLER IN ELKHART COUNTY DEED RECORD 93003206; THENCE NORTH 89 DEGREES 29 MINUTES 51 SECONDS EAST WITH SAID MILLER LAND, A DISTANCE OF 1607.17 FEET TO A REBAR; THENCE SOUTH 03 DEGREES 14 MINUTES 28 SECONDS WEST, WITH SAID MILLER LAND, A DISTANCE OF 739.44 FEET TO A REBAR WITH CAP STAMPED BRADS-KO ON THE NORTH LINE OF A TRACT OF LAND CONVEYED TO SPRINGVIEW LAND HOLDINGS, LLC IN ELKHART COUNTY DEED RECORD 2019-06807; THENCE SOUTH 89 DEGREES 40 MINUTES 59 SECONDS WEST, WITH THE NORTH LINE OF SAID LAND, A DISTANCE OF 247.27 FEET TO A REBAR; THENCE SOUTH 00 DEGREES 25 MINUTES 47 SECONDS EAST, WITH THE WEST LINE OF SAID LAND, A DISTANCE OF 2021.27 FEET TO A REBAR WITH CAP STAMPED PCB AT THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO MOLAR MANAGEMENT, LLC IN ELKHART COUNTY DEED RECORD 2020-22405; THENCE SOUTH 00 DEGREES 42 MINUTES 10 SECONDS EAST, WITH THE WEST LINE OF SAID LAND, A DISTANCE OF 626.09 FEET TO A SURVEY MARK SPIKE ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 472.08 FEET TO A SURVEY MARK SPIKE AT THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO TRI-COUNTY LAND TRUSTEE CORPORATION IN ELKHART COUNTY DEED RECORD 2013-06108; THENCE NORTH 00 DEGREES 20 MINUTES 44 SECONDS WEST WITH THE EAST LINE OF SAID LAND, A DISTANCE OF 320.49 FEET TO A #5 REBAR AT THE NORTHEAST CORNER OF SAID LAND; THENCE SOUTH 89 DEGREES 39 MINUTES 16 SECONDS WEST, WITH THE NORTH LINE OF SAID LAND, A DISTANCE OF 845.97 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 100.36 ACRES, MORE OR LESS.

TRACT 2 (Parcel Numbers 20-1-24-201-001.000-014, 20-11-24-126-011.000-014 and 20-11-24-201-002.000-014)

PART OF THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, SURVEYED BY RONNIE L. JUSTICE, REGISTRATION NUMBER 80900004, WITH ADVANCED LAND SURVEYING OF NORTHERN INDIANA INC., AS SHOWN ON PROJECT NUMBER 210101 CERTIFIED ON JANUARY 7, 2021, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS IN THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24 HAVING A BEARING OF NORTH 89 DEGREES 39 MINUTES 12 SECONDS EAST); BEGINNING AT A HARRISON MONUMENT MARKING THE NORTH QUARTER CORNER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST; THENCE NORTH 89 DEGREES 39 MINUTES 12 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 1320.73 FEET TO A MAG NAIL AT THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE STANLEY D. MILLER REVOCABLE TRUST DATED THE 18TH DAY OF JULY 2007; THENCE SOUTH 00 DEGREES 42 MINUTES 25 SECONDS EAST WITH THE WEST LINE OF SAID MILLER LAND, A DISTANCE OF 1979.96 FEET TO A REBAR WITH CAP (JUSTICE 900004) ON THE NORTH RIGHT OF WAY OF THE NORFOLK SOUTHERN RAILWAY COMPANY; THENCE NORTH 56 DEGREES 31 MINUTES 53 SECONDS WEST, WITH THE NORTH RIGHT OF WAY WITH THE NORFOLK SOUTHERN RAILWAY COMPANY, A DISTANCE OF 2857.74 FEET TO A REBAR FOUND AT THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO KATHLEEN S. EMERY IN ELKHART COUNTY DEED RECORD 2014-08913; THENCE NORTH 00 DEGREES 43 MINUTES 38 SECONDS WEST, WITH THE EAST LINE OF SAID EMERY LAND, A DISTANCE OF 164.93 FEET TO A REBAR AT THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO DAVID AND SARAH LAMBRIGHT IN ELKHART COUNTY DEED RECORD 2020-05774; THENCE NORTH 89 DEGREES 40 MINUTES 10 SECONDS EAST, WITH THE SOUTH LINE OF SAID LAMBRIGHT LAND, THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO REESE SCHMUCKER IN ELKHART COUNTY DEED RECORD 2018-05528 AND THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO SIX MILE LAKE INVESTMENTS, LLC IN DEED RECORD 2016-13337, A DISTANCE OF 314.95 FEET TO A REBAR AT THE SOUTHEAST CORNER OF THE SIX MILE LAKE INVESTMENTS, LLC PROPERTY; THENCE NORTH 00 DEGREES 54 MINUTES 25 SECONDS WEST, WITH THE EAST LINE OF SAID LAND, A DISTANCE OF 224.93 FEET (225 FEET RECORDED) TO A MAG NAIL ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE NORTH 89 DEGREES 40 MINUTES 30 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 729.93 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 62.69 ACRES, MORE OR LESS.

TRACT 3 (Parcel Numbers 20-11-13-300-001.000-015, 20-11-14-426-002.000-015 and 20-11-14-478-001.000-015)

Parcel 1 (Parcel Number 20-11-13-300-001.000-015)

The Southwest Quarter of Section 13, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, Indiana.

EXCEPTING THEREFROM that portion lying South and West of the New York Central, containing 5 acres, more or less.

ALSO EXCEPTING the following described tract: Commencing at a stone marking the Southwest corner of Section 13, Township 36 North, Range 6 East, Elkhart County, Indiana; thence South 89 degrees 47 minutes East, along the South line of said Section, 1000.9 feet to an iron stake on the East right-of-way line of the New York Central Railroad, said iron stake being the place of beginning of this description; thence continuing South 89 degrees 47 minutes East, along the South line of said Section 13, 317.9 feet to an iron stake at the Southeast corner of the West half of the Southwest Quarter of Section 13; thence North along the East line of said West half of the Southwest Quarter of Section 13, 462.6 feet to an iron take; thence West 1001.1 feet to an iron stake on the aforesaid East right-of-way of the New York Central Railroad; thence South 55 degrees 58 minutes East along said East right-of-way line, 824.4 feet to the place of beginning.

Parcel 2 (Parcel Number 20-11-14-426-002.000-015)

A part of the Southeast Quarter of Section 14, Township 36 North, Range 6 East, 2nd Principal Meridian, Elkhart Township, Elkhart County, Indiana, being part of a tract of land conveyed to Elkhart County 4-H and Agricultural Exposition, Inc., as described in Document Number 2011-013502 in the Office of the Elkhart County Recorder, and being more particularly described as follows:

Commencing at the Southeast corner of said Section 14; thence North 0 degrees 7 minutes 2 seconds East along the East line of the Southeast Quarter of Section 14, a distance of 1323.45 feet to the Northeast corner of land conveyed to Stephen L. Fidler, Kelly J. Webb, and Karen M. Fidler as described in Deed Record 428, page 875, and also being the place of beginning of this description; thence continuing North 0 degrees 7 minutes 2 seconds East along the East line of the Southeast Quarter of Section 14 a distance of 1297.1 feet, more or less, to the center of Rock Run Creek; thence meandering Southwesterly along the centerline thread of Rock Run Creek, a distance of 400 feet more or less to a point which lies 298 feet perpendicular to the East line of the Southeast Quarter of Section 14; thence South 0 degrees 7 minutes 2 seconds West parallel with and 298 feet equidistant from the East line of the Southeast Quarter of Section 14, a distance of 1143.75 feet to the North line of said Fidler, Webb, and Fidler parcel; thence North 89 degrees 49 minutes 4 seconds East along said North line a distance of 298 feet to the place of beginning.

Parcel 3 (Parcel Number 20-11-14-478-001.000-015)

A part of the Southeast Quarter of Section 14, Township 36 North, Range 6 East, Elkhart County, Indiana, more particularly described as follows:

Commencing at a stone in the centerline of County Road Number 36, said stone marking the Southeast corner of the Southeast Quarter of Section 14, Township 36 North, Range 6 East; thence due North on an assumed bearing along the East line of the Southeast Quarter of Section 14, 671.9 feet to an iron stake on the North right of way line of the New York Central Railroad and the place of beginning of this description; thence continuing along said described bearing, 651.95 feet; thence South 89 degrees 45 minutes West, 958.8 feet to an iron stake on the North right of way line of the New York Central Railroad; thence South 55 degrees 57 minutes East along the North line of the New York Central Railroad, 1157.87 feet to the place of beginning of this description.

EXCEPTING THEREFROM the following:

A part of the Southwest Quarter of Section 13, and a part of the Southeast Quarter of Section 14, Township 36 North, Range 6 East, 2nd Principal Meridian, Elkhart Township, Elkhart County, Indiana, and being part of a tract of land conveyed to Stephen L. Fidler, Kelly J. Webb, and Karen M. Fidler, as tenants in common, each the owner of an undivided 1/3 interest as described in Deed Record 428, page 875 in the Office of the Elkhart County Recorder, and being more particularly described as follows:

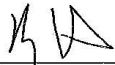
Commencing at the Southwest corner of said Section 13; thence South 89 degrees 47 minutes East, along the South line of said Section 13, a distance of 1000.9 feet to an iron stake on the Easterly right-of-way line of the Pennsylvania Lines, LLC (Formerly New York Central Railroad) as described in Document Number 99-25426, said iron stake marking the Southwest corner of said Borkholder parcel; thence continuing South 89 degrees 47 minutes East on the South line of said Section 13 and the South line of said Borkholder parcel a distance of 317.9 feet to an iron stake marking the Southeast corner of said Borkholder parcel and also being the Southeast corner of the West half of the Southwest Quarter of said Section 13 and the place of beginning of this description; thence North along the East line of the West half of the Southwest Quarter of said Section 13 and the East line of said Borkholder parcel a distance of 462.6 feet to the Northeast corner of said Borkholder parcel; thence West along the North line of said Borkholder parcel, a distance of 1001.1 feet to an iron stake on the Easterly right-of-way line of said Pennsylvania Lines LLC parcel; thence North 55 degrees 57 minutes West along the Easterly right-of-way line of said Pennsylvania Lines LLC parcel, a distance of 382.8 more or less to the intersection of the West line of the Southwest Quarter of said Section 13, said intersection also being the Southeast corner of Tract 2 of said Fidler, Webb, and Fidler parcel; thence continuing North 55 degrees 57 minutes West along the Easterly right-of-way line of said Pennsylvania Lines LLC parcel, a distance of 1154.9 feet, more or less to the intersection of the North line of Tract 2 of said Fidler, Webb and Fidler parcel; thence South 89 degrees 45 minutes East along the North line of Tract 2 of said Fidler, Webb and Fidler parcel, a distance of 265.9 feet, more or less, to a point lying 150 feet perpendicular to the Easterly right-of-way line of said Pennsylvania Lines LLC parcel; thence South 55 degrees 57 minutes East parallel with and 150 feet equidistant from the Easterly right-of-way line of said Pennsylvania Lines LLC parcel, a distance of 834 feet, more or less to the East line of Tract 2 of said Fidler, Webb and Fidler parcel, also being the West line of the Southwest Quarter of said Section 13; thence continuing South 55 degrees 57 minutes East parallel with and 150 feet equidistant from the Easterly right-of-way line of said Pennsylvania Lines LLC parcel, a distance of 527.5 feet, more or less, to a point lying 100 feet perpendicular to the North line of said Borkholder parcel; thence East parallel with and 100 feet equidistant from the North line of said Borkholder parcel, a distance of 981. 7 feet, more or less, to a point lying 100 feet perpendicular to the Northerly extension of the East line of said Borkholder parcel; thence South parallel with and 100 feet equidistant from the East line and said East line extended of said Borkholder parcel a distance of 563 feet more or less to the South line of the Southwest Quarter of said Section 13; thence North 89 degrees 47 minutes West a distance of 100 feet, more or less, along the South line of the Southwest Quarter of said Section 13 to the place of beginning of this description.

EXHIBIT C

PETITION FOR ANNEXATION INTO THE CITY OF GOSHEN

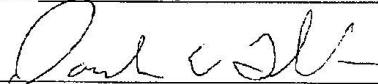
COMES NOW the undersigned, hereinafter collectively referred to as "Petitioner," and petitions the Goshen Common Council to annex certain real estate located outside, but contiguous to the corporate limits of the City of Goshen. In support of this Petition, the Petitioner alleges and says:

- (1) The real estate sought for annexation into the City of Goshen, hereinafter referred to as the "Subject Real Estate", is generally located on County Road 36 east of the rail road and west of County Road 31 as depicted on the map attached as Exhibit A and more particularly described in Exhibit B.
- (2) At least one-eighth (1/8) or (12.5%) of the aggregate external boundaries of the Subject Real Estate are contiguous with the corporate limits of the City of Goshen.
- (3) Petitioner represents one hundred percent (100%) of the owners of the Subject Real Estate.
- (4) Petitioner requests that the Goshen Common Council adopt an ordinance to annex the Subject Real Estate described in this petition into the City of Goshen.




Ryan Thwait

Date: 2-24-21



Douglas W. Thwait

Date: 2-24-21



Nancy L. Thwait

Date: 2/24/21

Exhibit A

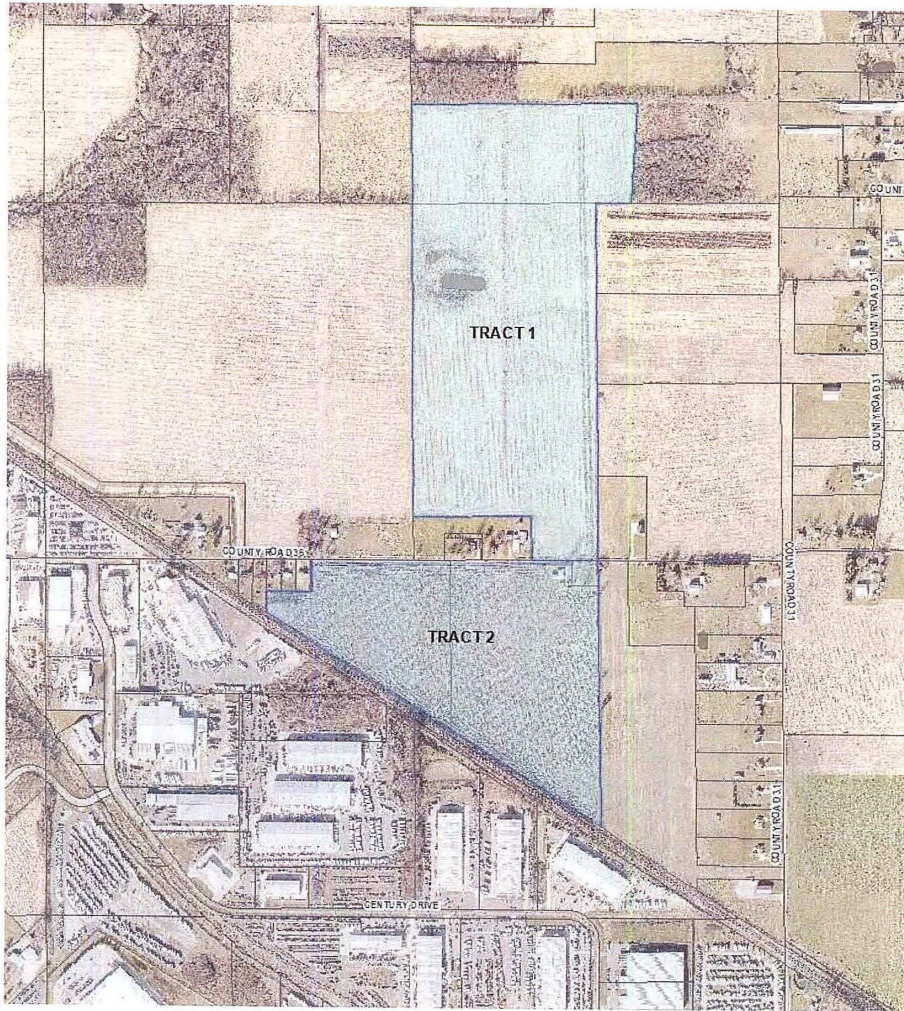


Exhibit B

TRACT 1 (Parcel 20-11-13-200-005.000-014 and 20-11-13-400-006.000-014)

A PART OF THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, SURVEYED BY RONNIE L. JUSTICE, REGISTRATION NUMBER 80900004, WITH ADVANCED LAND SURVEYING OF NORTHERN INDIANA INC., AS SHOWN ON PROJECT NUMBER 201101 CERTIFIED ON NOVEMBER 3, 2020, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS IN THIS DESCRIPTION ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13 HAVING A BEARING OF NORTH 89 DEGREES 39 MINUTES 12 SECONDS EAST): COMMENCING AT A HARRISON MONUMENT MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST; THENCE NORTH 00 DEGREES 22 MINUTES 23 SECONDS WEST WITH THE EAST LINE OF A TRACT OF LAND CONVEYED TO RYAN THWAITS AND LARRY SCHROCK IN ELKHART COUNTY DEED RECORD 2020-11865, A DISTANCE OF 320.49 FEET TO A #5 REBAR FOUND AT THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00 DEGREES 22 MINUTES 23 SECONDS WEST WITH SAID LINE, A DISTANCE OF 2327.58 FEET TO A THREE QUARTER INCH REBAR FOUND AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 13 AND BEING THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO VERNON AND WANDA SCHLABACH IN ELKHART COUNTY DEED RECORD 2017-07742; THENCE NORTH 00 DEGREES 28 MINUTES 34 SECONDS WEST, WITH THE EAST LINE OF SAID SCHLABACH LAND, A DISTANCE OF 732.81 FEET TO A THREE QUARTER INCH REBAR AT THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO DANA L. MILLER IN ELKHART COUNTY DEED RECORD 93003206; THENCE NORTH 89 DEGREES 29 MINUTES 51 SECONDS EAST WITH SAID MILLER LAND, A DISTANCE OF 1607.17 FEET TO A REBAR; THENCE SOUTH 03 DEGREES 14 MINUTES 28 SECONDS WEST, WITH SAID MILLER LAND, A DISTANCE OF 739.44 FEET TO A REBAR WITH CAP STAMPED BRADS-KO ON THE NORTH LINE OF A TRACT OF LAND CONVEYED TO SPRINGVIEW LAND HOLDINGS, LLC IN ELKHART COUNTY DEED RECORD 2019-06807; THENCE SOUTH 89 DEGREES 40 MINUTES 59 SECONDS WEST, WITH THE NORTH LINE OF SAID LAND, A DISTANCE OF 247.27 FEET TO A REBAR; THENCE SOUTH 00 DEGREES 25 MINUTES 47 SECONDS EAST, WITH THE WEST LINE OF SAID LAND, A DISTANCE OF 2021.27 FEET TO A REBAR WITH CAP STAMPED PCB AT THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO MOLAR MANAGEMENT, LLC IN ELKHART COUNTY DEED RECORD 2020-22405; THENCE SOUTH 00 DEGREES 42 MINUTES 10 SECONDS EAST, WITH THE WEST LINE OF SAID LAND, A DISTANCE OF 626.09 FEET TO A SURVEY MARK SPIKE ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 472.08 FEET TO A SURVEY MARK SPIKE AT THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO TRI-COUNTY LAND TRUSTEE CORPORATION IN ELKHART COUNTY DEED RECORD 2013-06108; THENCE NORTH 00 DEGREES 20 MINUTES 44 SECONDS WEST WITH THE EAST LINE OF SAID LAND, A DISTANCE OF 320.49 FEET TO A #5 REBAR AT THE NORTHEAST CORNER OF SAID LAND; THENCE SOUTH 89 DEGREES 39 MINUTES 16 SECONDS WEST, WITH THE NORTH LINE OF

SAID LAND, A DISTANCE OF 845.97 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 100.36 ACRES, MORE OR LESS.

TRACT 2 (20-11-24-201-001.000-014, 20-11-24-126-011.000-014 and 20-11-24-201-002.000-014)

Part of the Northwest and Northeast Quarters of Section 24, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, Indiana, surveyed by Ronnie L. Justice, Registration Number 80900004, with Advanced Land Surveying of Northern Indiana Inc., as shown on Project Number 210101 certified on January 7, 2021, and being more particularly described as follows (bearings in this description are based on the north line of the Northeast Quarter of said Section 24 having a bearing of North 89 degrees 39 minutes 12 seconds East): Beginning at a Harrison monument marking the North Quarter corner of Section 24, Township 36 North, Range 6 East; thence North 89 degrees 39 minutes 12 seconds East, along the north line of the Northeast Quarter of said Section 24, a distance of 1320.73 feet to a mag nail at the northwest corner of a tract of land conveyed to the Stanley D. Miller Revocable Trust dated the 18th day of July 2007; thence South 00 degrees 42 minutes 25 seconds East with the west line of said Miller land, a distance of 1979.96 feet to a rebar with cap (Justice 900004) on the north right of way of the Norfolk Southern Railway Company; thence North 56 degrees 31 minutes 53 seconds West, with the north right of way with the Norfolk Southern Railway Company, a distance of 2857.74 feet to a rebar found at the southeast corner of a tract of land conveyed to Kathleen S. Emery in Elkhart County Deed Record 2014-08913; thence North 00 degrees 43 minutes 38 seconds West, with the east line of said Emery land, a distance of 164.93 feet to a rebar at the southwest corner of a tract of land conveyed to David and Sarah Lambright in Elkhart County Deed Record 2020-05774; thence North 89 degrees 40 minutes 10 seconds East, with the south line of said Lambright land, the south line of a tract of land conveyed to Reese Schmucker in Elkhart County Deed Record 2018-05528 and the south line of a tract of land conveyed to Six Mile Lake Investments, LLC in Deed Record 2016-13337, a distance of 314.95 feet to a rebar at the southeast corner of the Six Mile Lake Investments, LLC property; thence North 00 degrees 54 minutes 25 seconds West, with the east line of said land, a distance of 224.93 feet (225 feet recorded) to a mag nail on the north line of the Northwest Quarter of said Section 24; thence North 89 degrees 40 minutes 30 seconds East, along the north line of said Northwest Quarter, a distance of 729.93 feet to the point of beginning of this description, containing 62.69 acres, more or less.

COUNCIL RESOLUTION 2021-24

Transfer of Appropriations: Electric-assisted Bicycles

AS PER REQUEST BY A DEPARTMENT HEAD OF THE CIVIL CITY OF GOSHEN, INDIANA, FOR THE YEAR 2021, AND FORWARD TO THE COMMON COUNCIL FOR THEIR ACTION AND PASSAGE.

WHEREAS certain extraordinary conditions have developed since the adoption of the existing annual budget for the year 2021 and it is now necessary to transfer the appropriated money into different categories than was appropriated in the annual budget for the various functions of the several departments to meet emergencies;

WHEREAS it has been shown that certain existing appropriations have unobligated balances that will be available for transferring for such emergencies;

WHEREAS the City intends to reduce gasoline consumption where feasible by using electric technologies, thereby reducing fuel-related expenses;

WHEREAS the City, on behalf of the Department of Environmental Resilience, solicited quotes for the purchase of six (6) electric-assisted bicycles;

WHEREAS the City received a proposal in the amount of \$21,223.38, and on 17 May 2021 the Board of Public Works & Safety approved an agreement for purchase with Lincoln Avenue Cycling and Fitness, Inc.;

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF GOSHEN, INDIANA, that for the expenses of the City Government the following appropriations are hereby transferred and set apart out of the funds hereinafter named for the purpose specified, subject to the laws governing the same, as follows:

GENERAL FUND – 101

FROM: ENV/Other Professional Service 101-510-46-431.0503

TO: ENV/Capital Projects 101-550-46-442.4601..... \$25000.00

PASSED BY THE COMMON COUNCIL on the ____ day of _____, 2021

Jeremy P. Stutsman, Presiding Officer

ATTEST _____
Adam C. Scharf, Clerk-Treasurer

Presented to the Mayor of the City of Goshen, Indiana, on the ____ day of _____, 2021

Adam C. Scharf, Clerk-Treasurer

This resolution approved and signed on the ____ day of _____, 2021

Jeremy P. Stutsman, Mayor