CITY OF NEW HAVEN
P.O. Box 570
815 Lincoln Highway East
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AGENDA
Common Council Regular Agenda
November 4, 2025, at 5:30 PM
City Hall Community Room
815 Lincoln Highway E.

I. CALL TO ORDER

A. Welcome - please silence cell phones and other electronic devices.

B. Pledge of Allegiance

C. Roll Call

D. Title VI Statement

E. Approval of Minutes from the previous meeting

1. Approval of the minutes from 10/07/2025

II. STANDING COMMITTEE REPORTS

III. UNFINISHED BUSINESS

A. Public hearing and second reading of Ordinance G-25-28, an ordinance titled, Ordinance of the City of New Haven, Indiana, Authorizing the Issuance of General Obligation Bonds for the Purpose of Providing Funds to Pay for Certain Projects for the Downtown District of the City of New Haven and Incidental Expenses in Connection Therewith and on Account of the Issuance of the Bonds, and Appropriating the Proceeds Thereof

IV. NEW BUSINESS

A. Introduction of a resolution titled, New Haven City Council Declaratory Resolution for the Designation of Economic Revitilization Area NO.NH-118 Application of Diversified Metal Specialties Inc.

B. Approval of two new stop signs on Park Avenue at North Park and South Park intersections. Approved at BOW on 10/7/2025

C. Introduction of a resolution titled, A Resolution to Transfer City Funds Between Accounts for the Year 2025

D. Introduction of a resolution titled, Resolution of the Common Council of the City of New Haven, Indiana, Expressing Interest in the Purchase of Real Estate Located at 620 Lincoln Highway W and Certain Matters Related Thereto (Fuentes Property)

E. Introduction of a resolution titled, Resolution of the Common Council of the City of New Haven, Indiana, Expressing Interest in the Purchase of Real Estate Located Along the 400 Block of West Lincoln Highway and Certain Matters Related Thereto (Isenbarger Property)

F. Introduction and first reading of an ordinance titled, Ordinance Amending the Zoning Map of the New Haven Plan Commission's Jurisdictional Area

G. 25-TXT-01 - Solar Ordinance Presentation

V. ANY OTHER BUSINESS THAT MAY PROPERLY COME BEFORE THE COUNCIL

VI. PUBLIC COMMENTS

VII. ADJOURNMENT

MEMBER	TERM
Matt Newbauer, 1st District	1/1/24-12/31/27
Jeff Turner, 2nd District	1/1/24-12/31/27
Craig Dellinger, 3rd District	1/1/24-12/31/27
Mike Mowery, 4th District	1/1/24-12/31/27
Amelia Gascoigne, 5th District	1/1/24-12/31/27
Bob Byrd, Council-At-Large	1/1/24-12/31/27
Terry Werling, Council-At-Large	1/1/24-12/31/27

Meetings are archived and can be viewed live at https://newhavenin.portal.civicclerk.com/.

October 7, 2025

MINUTES OF A REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF NEW HAVEN, INDIANA

The Common Council of the City of New Haven Indiana met in the City Hall Community Room on the October 7, 2025 at the hour of 5:30 PM in a Regular session in accordance with the rules of the Council.

I. CALL TO ORDER

A. Welcome - please silence cell phones and other electronic devices.

B. Pledge of Allegiance

C. Roll Call

On the call of the roll, the members of the Common Council were shown to be present or absent as follows:

Present: Amelia Gascoigne, Matt Newbauer, Jeff Turner, Craig Dellinger, Mike Mowery and Bob Byrd.

Also Present: City Council Attorney Steve Harrants

Absent: Terry Werling

D. Title VI Statement

E. Approval of Minutes from the previous meeting

1. Approval of minutes from 09/16/2025

Matt Newbauer made a motion to approve the minutes from 09/16/2025. Craig Dellinger seconded the motion, and the motion was approved by the following vote:

Ayes: Amelia Gascoigne, Matt Newbauer, Jeff Turner, Craig Dellinger, Mike Mowery and Bob Byrd

Nays: None

II. STANDING COMMITTEE REPORTS

III. UNFINISHED BUSINESS

A. Second reading of Ordinance G-25-26, an ordinance titled, Ordinance of the Common Council of the City of New Haven, Indiana, Creating the City of New Haven Food and Beverage Tax Receipts Fund.

Under unfinished business item A, was the second reading of Ordinance G-25-26, an ordinance titled, Ordinance of the Common Council of the City of New Haven, Indiana, Creating the City of New Haven Food and Beverage Tax Receipts Fund. Craig Dellinger made a motion to approve by title only Ordinance G-25-26, titled, Ordinance of the Common Council of the City of New Haven, Indiana, Creating the City of New Haven Food and Beverage Tax Receipts Fund. Amelia Gascoigne seconded the motion, and the motion was approved by the following vote:

Ayes: Amelia Gascoigne, Matt Newbauer, Jeff Turner, Craig Dellinger, Mike Mowey and Bob Byrd.
Nays: None

Clerk Treasurer, Angela Hamrick read by title only Ordinance G-25-26, an ordinance titled, Ordinance of the Common Council of the City of New Haven, Indiana, Creating the City of New Haven Food and Beverage Tax Receipts Fund

B. Second reading of Ordinance G-25-27, an ordinance titled, Ordinance of the Common Council of the City of New Haven, Indiana, Prohibiting the use of Public Records for Commercial Purposes.

Under unfinished business item B, was the second reading of Ordinance G-25-27, an ordinance titled, Ordinance of the Common Council of the City of New Haven, Indiana, Prohibiting the use of Public Records for Commercial Purposes. Matt Newbauer made a motion to approve by title only Ordinance G-25-27,an ordinance titled, Ordinance of the Common Council of the City of New Haven, Indiana, Prohibiting the use of Public Records for Commercial Purposes. Jeff Turner seconded the motion, and the motion was approved by the following vote:

Ayes: Amelia Gascoigne, Matt Newbauer, Jeff Turner, Craig Dellinger, Mike Mowery and Bob Byrd.
Nays: None

Clerk Treasurer Angela Hamrick read by title only, Ordinance G-25-27, an ordinance titled, Ordinance of the Common Council of the City of New Haven, Indiana, Prohibiting the use of Public Records for Commercial Purposes.

IV. NEW BUSINESS

A. Introduction of a resolution titled, A Resolution of the City of New Haven Declaring Dormant Funds

Under new business item A, was the introduction of a resolution titled, A Resolution of the City of New Haven Declaring Dormant Funds. Mike Mowery made a motion to approve by title only a resolution titled, A Resolution of the City of New Haven Declaring Dormant Funds. Amelia Gascoigne seconded the motion, and the motion was approved by the following vote:

Ayes: Amelia Gascoigne, Matt Newbauer, Jeff Turner, Craig Dellinger, Mike Mowery and Bob Byrd.
Nays: None

Clerk Treasurer Angela Hamrick read by title only and numbered resolution R-25-29 a resolution titled, A Resolution of the City of New Haven Declaring Dormant Funds.

B. Introduction of a resolution titled A Resolution to Transfer City Funds Between Accounts for the Year of 2025

Under new business item B, was the introduction of a resolution titled A Resolution to Transfer City Funds Between Accounts for the Year 2025. Bob Byrd made a motion to approve by title only a resolution titled, A Resolution to Transfer City Funds Between Accounts for the Year 2025. Jeff Turner seconded the motion, and the motion was approved by the following vote:

Ayes: Amelia Gascoigne, Matt Newbauer, Jeff Turner, Craig Dellinger, Mike Mowery and Bob Byrd.
Nays: None

Clerk Treasurer Angela Hamrick read by title only, and numbered Resolution R-25-30 a resolution titled, A Resolution to Transfer City Funds Between Accounts for the Year 2025.

C. Introduction and first reading of an ordinance titled, Ordinance of the Common Council of the City of New Haven, Indiana, Authorizing the Issuance of General Obligation Bonds for the Purpose of Providing Funds to Pay for Certain Projects for the Downtown District of the City and Incidental Expenses in Connection Therewith and on Account of the Issuance of the Bonds, and Appropriatting the Proceeds Thereof.

Under new business item C, was the introduction and first reading of an ordinance titled, Ordinance of the Common Council of the City of New Haven, Indiana, Authorizing the Issuance of General Obligation Bonds for the Purpose of Providing Funds to Pay for Certain Projects for the Downtown District of the City and Incidental Expenses in Connection Therewith and on Account of the Issuance of the Bonds, and Appropriating the Proceeds Thereof. Jeff Turner made a motion to approve by title only, an ordinance titled, Ordinance of the Common Council of the City of New Haven, Indiana, Authorizing the Issuance of General Obligation Bonds for the Purpose of Providing Funds to Pay for Certain Projects for the Downtown District of the City and Incidental Expenses in Connection Therewith and on Account of the Issuance of the Bonds, and Appropriating the Proceeds Thereof. Craig Dellinger seconded the motion, and the motion was approved by the following vote:

Ayes: Amelia Gascoigne, Matt Newbauer, Jeff Turner, Craig Dellinger, Mike Mowery and Bob Byrd.
Nays: None

Clerk Treasurer Angela Hamrick read by title only and numbered Ordinance G-25-28, an ordinance titled, Ordinance of the Common Council of the City of New Haven, Indiana, Authorizing the Issuance of General Obligation Bonds for the Purpose of Providing Funds to Pay for Certain Projects for the Downtown District of the City and Incidental Expenses in Connection Therewith and on Account of the Issuance of the Bonds, and Appropriating the

Proceeds Thereof.

V. ANY OTHER BUSINESS THAT MAY PROPERLY COME BEFORE THE COUNCIL

VI. PUBLIC COMMENTS

VII. ADJOURNMENT

Mike Mowery made a motion to adjourn the meeting, Jeff Turner seconded the motion, and the meeting was adjourned.

______________________________	______________________________
Steven McMichael	Angie Hamrick
Presiding Officer	Clerk Treasurer

ORDINANCE NO. ___________

ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF NEW HAVEN, INDIANA, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS FOR THE PURPOSE OF PROVIDING FUNDS TO PAY FOR CERTAIN PROJECTS FOR THE DOWNTOWN DISTRICT OF THE CITY AND INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE OF THE BONDS, AND APPROPRIATING THE PROCEEDS THEREOF

WHEREAS, the Common Council (the "Council") of the City of New Haven, Indiana (the "City"), has considered certain improvements, renovations, installations, and new construction projects for the downtown district of the City, including but not limited to those projects set forth in Exhibit A attached hereto, and related improvements (collectively, the "Project"); and

WHEREAS, it would be of public utility and benefit and in the best interests of the City and its citizens to pay the costs of all or a portion of the Project through the issuance of general obligation bonds of the City; and

WHEREAS, the Council deems it advisable to issue, pursuant to Indiana Code § 36-4-6-19, Indiana Code 6-1.1-20, and other applicable provisions of the Indiana Code (collectively, the "Act"), the "City of New Haven, Indiana, General Obligation Bonds, Series 2025" (the "Bonds"), in one or more series (with an appropriate series designation for each such series), in an original principal amount not to exceed Three Million Five Hundred Thousand Dollars ($3,500,000) for the purpose of providing for the payment of or reimbursement for (i) all or a portion of the costs of the Project, (ii) preliminary expenses related thereto and all incidental expenses incurred in connection therewith (all of which are deemed to be a part of the Project), and (iii) the costs of selling and issuing the Bonds; and

WHEREAS, the original principal amount of the Bonds, together with the outstanding principal amount of previously issued bonds or other obligations which constitute a debt of the City, is not more than two percent (2%) of one-third (1/3) of the total net assessed valuation of the City; and

WHEREAS, the amount of the proceeds of the Bonds, together with estimated investment earnings thereon, does not exceed the cost of the Project as estimated by the Council; and

WHEREAS, under the governing statutes it is necessary to make appropriations to pay items to be financed with the Bonds, and it has been determined that said appropriations be made at this time; and

WHEREAS, notice has been given, and on this date a public hearing has been conducted regarding such appropriations, as required by Indiana law; and

WHEREAS, the Council now finds that all conditions precedent to the adoption of an ordinance authorizing the issuance of the Bonds have been complied with in accordance with the Act.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF NEW HAVEN, INDIANA THAT:

SECTION 1. <u>Authorization for Bonds and Appropriation of Proceeds</u>. In order to provide financing for the Project and incidental expenses incurred in connection therewith and on account of the issuance of the Bonds, the City shall borrow money and issue the Bonds as herein authorized. An appropriation in an amount not to exceed Three Million Five Hundred Thousand Dollars ($3,500,000), together with all investment earnings thereon, shall be made to pay for the governmental purposes to be financed by Bonds, and the funds to meet said appropriation shall be provided out of the proceeds of the Bonds in an original principal amount not to exceed Three Million Five Hundred Thousand Dollars ($3,500,000) and such investment earnings. Said appropriation shall be in addition to all other appropriations provided for in the existing budget and tax levy.

SECTION 2. General Terms of Bonds. In order to procure said loan for such purposes, the Clerk-Treasurer of the City (the "Clerk-Treasurer") is hereby authorized and directed to have prepared and to issue and sell negotiable general obligation bonds of the City, in one or more series, in an amount not to exceed Three Million Five Hundred Thousand Dollars ($3,500,000) (the "Authorized Amount"), to be designated "City of New Haven, Indiana, General Obligation Bonds, Series 2025" (with an appropriate additional series designation) for the purpose of providing financing for the Project and incidental expenses, such expenses to include without limitation all expenses of every kind incurred preliminarily to the funding of the Project and the costs of selling and issuing the Bonds.

The Bonds shall be signed in the name of the City by the manual or facsimile signature of the Mayor of the City (the "Mayor") and attested by the manual or facsimile signature of the Clerk-Treasurer, who shall affix the seal of the City, if any, to each of the Bonds manually or shall have the seal imprinted or impressed thereon by facsimile or other means. In case any officer whose signature or facsimile signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until delivery thereof. The Bonds shall also be authenticated by the manual signature of the Registrar (as hereinafter defined). Subject to the provisions of this Ordinance regarding the registration of the Bonds, the Bonds shall be fully negotiable instruments under the laws of the State of Indiana.

The Bonds are, as to all the principal thereof and interest due thereon, general obligations of the City, payable from *ad valorem* property taxes on all taxable property within the City.

The Bonds shall be issued in fully registered form in denominations of Five Thousand Dollars ($5,000) or any integral multiple thereof (or such higher minimum denominations as the Clerk-Treasurer shall determine at the time of sale), shall be numbered consecutively from 2025R-1 upward, and shall be originally dated as of the date of issuance. The Bonds shall bear interest payable semiannually on January 15 and July 15 of each year, beginning on the January 15 and July 15 determined by the Clerk-Treasurer at the time of sale, at a rate or rates not exceeding seven percent (7.00%) per annum (the exact rate or rates to be determined by bidding or through negotiation pursuant to Section 6 of this Ordinance). Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. The Bonds shall mature serially on January 15 and July 15 as finally determined by the Clerk-Treasurer as evidenced by delivery of the executed initial issue of each series of the Bonds to the Registrar for authentication, provided that the original aggregate principal amount does not exceed the Authorized Amount, that the first maturity shall be no earlier than July 15, 2026, and that the final maturity shall be no later than fifteen (15) years from the date of issuance.

All payments of interest on the Bonds shall be paid by check mailed one business day prior to the interest payment date to the registered owners thereof as of the last day of the month immediately preceding each interest payment date ("Record Date") at the addresses as they appear on the registration books kept by the Registrar (the "Registration Record") or at such other address as is provided to the Paying Agent (as hereinafter defined) in writing by such registered owner. All principal payments on the Bonds shall be made upon surrender thereof at the principal office of the Paying Agent, in any coin or currency of the United States of America which, on the date of such payment, shall be legal tender for the payment of public and private debts.

Interest on Bonds shall be payable from the interest payment date to which interest has been paid next preceding the authentication date thereof unless such Bonds are authenticated after the Record Date and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless authenticated on or before the Record Date, in which case they shall bear interest from the original date, until the principal shall be fully paid.

Each Bond shall be transferable or exchangeable only upon the Registration Record by the registered owner thereof in person, or by his attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and of the same maturity shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the City, except for any tax or governmental charge required to be paid in connection therewith, which shall be payable by the person requesting such transfer or exchange. The City, the Registrar and the Paying Agent may treat and consider the persons in whose names such Bonds are registered as the absolute owners thereof for all purposes, including for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

In the event any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Registrar may authenticate a new bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed, which new bond shall be marked in a manner to distinguish it from the bond for which it was issued, provided that, in the case of any mutilated bond, such mutilated bond shall first be surrendered to the Registrar, and in the case of any lost, stolen or destroyed bond, there shall be first furnished to the Registrar evidence of such loss, theft or destruction satisfactory to the City and the Registrar, together with indemnity satisfactory to them. In the event any such bond shall have matured, instead of issuing a duplicate bond, the City and the Registrar may, upon receiving indemnity satisfactory to them, pay the same without surrender thereof. The City and the Registrar may charge the owner of such Bond with their reasonable fees and expenses in this connection. Any bond issued pursuant to this paragraph shall be deemed an original, substitute contractual obligation of the City, whether or not the lost, stolen or destroyed Bond shall be found at any time, and shall be entitled to all the benefits of this Ordinance, equally and proportionately with any and all other Bonds issued hereunder.

SECTION 3. Terms of Redemption. The Mayor and the Clerk-Treasurer, upon consultation with the City's municipal advisor, may designate maturities of Bonds (or portions thereof in authorized denominations of principal amount each) that shall be subject to optional redemption and/or maturity sinking fund redemption, and the corresponding redemption dates, amounts and prices (including premium, if any). Except as otherwise set forth in this Ordinance, the Mayor and the Clerk-Treasurer, upon consultation with the City's municipal advisor, are hereby authorized and directed to determine the terms governing any such redemption.

Notice of redemption shall be mailed by first-class mail or by registered or certified mail to the address of each registered owner of a Bond to be redeemed as shown on the Registration Record not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption except to the extent such redemption notice is waived by owners of Bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any Bond shall not affect the validity of any proceedings for the redemption of any other Bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers (if any) of the Bonds called for redemption. The place of redemption may be determined by the City. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such Bonds shall no longer be protected by this Ordinance and shall not be deemed to be outstanding hereunder, and the holders thereof shall have the right only to receive the redemption price.

All Bonds which have been redeemed shall be canceled and shall not be reissued; provided, however, that one or more new registered bonds shall be issued for the unredeemed portion of any Bond without charge to the holder thereof.

No later than the date fixed for redemption, funds shall be deposited with the Paying Agent or another paying agent to pay, and such agent is hereby authorized and directed to apply such funds to the payment of, the Bonds or portions thereof called for redemption, including accrued interest thereon to the redemption date. No payment shall be made upon any Bond or portion thereof called for redemption until such Bond shall have been delivered for payment or cancellation or the Registrar shall have received the items required by this Ordinance with respect to any mutilated, lost, stolen or destroyed Bond.

SECTION 4. Appointment of Registrar and Paying Agent. The Clerk-Treasurer is hereby authorized to serve as, or to appoint a qualified financial institution to serve as, registrar and paying agent for the Bonds (the "Registrar" or "Paying Agent"). The Registrar is hereby charged with the responsibility of authenticating the Bonds and shall keep and maintain at its principal office or corporate trust office books for the registration and transfer of the Bonds. The Clerk-Treasurer and the Mayor are hereby authorized to enter into such agreements or understandings with such institution as will enable the institution to perform the services required of the Registrar and Paying Agent. The Clerk-Treasurer is authorized to pay such fees as the institution may charge for the services it provides as Registrar and Paying Agent.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent by giving thirty (30) days written notice to the Clerk-Treasurer and to each registered owner of the Bonds then outstanding, and such resignation will take effect at the end of such thirty (30) days or upon the earlier appointment of a successor Registrar and Paying Agent by the Clerk-Treasurer. Such notice to the Clerk-Treasurer may be served personally or be sent by first-class or registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the Clerk-Treasurer, in which event the Clerk-Treasurer may appoint a successor Registrar and Paying Agent. The Clerk-Treasurer shall notify each registered owner of the Bonds then outstanding of the removal of the Registrar and Paying Agent. Notices to registered owners of the Bonds shall be deemed to be given when mailed by first-class mail to the addresses of such registered owners as they appear on the bond register. Any predecessor Registrar and Paying Agent shall deliver all the Bonds, cash and investments in its possession and the bond register to the successor Registrar and Paying Agent. At all times, the same entity shall serve as Registrar and as Paying Agent.

SECTION 5. Form of Bonds. (a) The form and tenor of the Bonds shall be substantially as follows, all blanks to be filled in properly and all necessary additions and deletions to be made prior to delivery thereof:

2025R-
UNITED STATES OF AMERICA

STATE OF INDIANA COUNTY OF ALLEN

CITY OF NEW HAVEN, INDIANA
GENERAL OBLIGATION BOND, SERIES 2025

Interest Rate	Maturity Date	Original Date	Authentication Date	[CUSIP]

REGISTERED OWNER:

PRINCIPAL SUM: DOLLARS ($_______________)

The City of New Haven, in Allen County, Indiana (the "City"), for value received, hereby promises to pay to the Registered Owner set forth above, the Principal Sum set forth above on the Maturity Date set forth above, and to pay interest thereon until the Principal Sum shall be fully paid, at the Interest Rate per annum specified above from the interest payment date to which interest has been paid next preceding the Authentication Date of this bond, unless this bond is authenticated after the last day of the month immediately preceding each interest payment date ("Record Date") and on or before such interest payment date, in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before __________, in which case it shall bear interest from the Original Date, which interest is payable semiannually on each January 15 and July 15 of each year, beginning on ____________. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

The principal of this bond is payable at __________________ (the "Registrar" or "Paying Agent"), in __________, Indiana. All payments of interest on this bond shall be paid by check mailed one business day prior to the interest payment date to the registered owner hereof as of the Record Date at the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by the Registered Owner. Each registered owner of $1,000,000 or more in principal amount of bonds shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Paying Agent before the record date for any payment. All payments of principal of and premium, if any, on this bond shall be made upon surrender thereof at the principal [corporate trust] office of the Paying Agent in any coin or currency of the United States of America which, on the dates of such payment, shall be legal tender for the payment of public and private debts, or in the case of a Registered Owner of $1,000,000 or more in principal amount of bonds, by wire transfer on the due date upon written direction of such owner provided at least fifteen (15) days prior to the maturity date.

This bond is one of an authorized issue of negotiable general obligation bonds of the City, of like original date, tenor and effect, except as to denomination, numbering, interest rates, and dates of maturity, in the total amount of ________________ Dollars ($___________), numbered consecutively from 2025R-1 upward, issued for the purpose of providing funds to pay for all or a portion of various road and street system projects in the City, and the costs of the issuance of bonds therefor, as authorized by Ordinance No. ______ adopted by the Common Council on the ___ day of _______, 2025, entitled "ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF NEW HAVEN, INDIANA, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS FOR THE PURPOSE OF PROVIDING FUNDS TO PAY FOR CERTAIN ROAD AND STREET SYSTEM PROJECTS AND INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON

ACCOUNT OF THE ISSUANCE OF THE BONDS; AND APPROPRIATING THE PROCEEDS THEREOF" (the "Ordinance"), and in accordance with Indiana Code § 36-4-6-19 and other applicable provisions of the Indiana Code, as amended (collectively, the "Act"). The owner of this bond, by the acceptance hereof, agrees to all the terms and provisions contained in the Ordinance and the Act.

PURSUANT TO THE PROVISIONS OF THE ACT AND THE ORDINANCE, THE PRINCIPAL OF THIS BOND AND ALL OTHER BONDS OF SAID ISSUE AND THE INTEREST DUE THEREON ARE PAYABLE AS A GENERAL OBLIGATION OF THE CITY, FROM AN *AD VALOREM* PROPERTY TAX TO BE LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY.

[INSERT REDEMPTION TERMS]

Notice of such redemption shall be mailed by first-class mail or by registered or certified mail not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption to the address of the registered owner of each bond to be redeemed as shown on the registration record of the City, except to the extent such redemption notice is waived by owners of the bond or bonds redeemed; provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any bond shall not affect the validity of any proceedings for the redemption of any other bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers, if any, of the bonds called for redemption. The place of redemption may be determined by the City. Interest on the bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such bonds shall no longer be protected by the Ordinance and shall not be deemed to be outstanding thereunder.

This bond is subject to defeasance prior to payment as provided in the Ordinance.

If this bond shall not be presented for payment on the date fixed therefor, the City may deposit in trust with the Paying Agent or another paying agent, an amount sufficient to pay such bond, and thereafter the Registered Owner shall look only to the funds so deposited in trust for payment, and the City shall have no further obligation or liability in respect thereto.

This bond is transferable or exchangeable only upon the books of the City kept for that purpose at the office of the Registrar by the Registered Owner in person, or by his attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the Registered Owner or his attorney duly authorized in writing, and thereupon a new fully registered bond or bonds in the same aggregate principal amount, and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the Registered Owner, as the case may be, in exchange therefor. The City, any registrar and any paying agent for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes, including for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon.

The bonds maturing in any one year are issuable only in fully registered form in the denomination of [$5,000] [: (1) $100,000; or (2) $100,000, plus $1,000] or any integral multiple thereof not exceeding the aggregate principal amount of the bonds maturing in such year.

[This bond has been designated as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.]

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been executed by an authorized representative of the Registrar.

IN WITNESS WHEREOF, the City of New Haven, Indiana, has caused this bond to be executed in its corporate name by the manual or facsimile signatures of its duly elected, qualified and acting Mayor, and its corporate seal, if any, to be hereunto affixed, imprinted or impressed by any means and attested manually or by facsimile by the Clerk-Treasurer of the City.

CITY OF NEW HAVEN, INDIANA

By: ______________________________
Mayor

(SEAL)

ATTEST:

____
Clerk-Treasurer

It is hereby certified that this bond is one of the bonds described in the within-mentioned Ordinance duly authenticated by the Registrar.

______________________________, as Registrar

By: ______________________________
Authorized Representative

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN. COM.	as tenants in common
TEN. ENT.	as tenants by the entireties
JT. TEN.	as joint tenants with right of survivorship and not as tenants in common
UNIF. TRANS. MIN. ACT	________________ Custodian ____________________ (Cust.) (Minor) under Uniform Transfers to Minors Act of ____________________ (State)

Additional abbreviations may also be used, although not contained in the above list.

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto ______________________________ (Please Print or Typewrite Name and Address) $__________________principal amount (must be a multiple of $_______) of the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints ________________________, attorney to transfer the within bond on the books kept for the registration thereof with full power of substitution in the premises.

____
NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

(End of Form of Bonds)

The Bonds may, in compliance with all applicable laws, initially be issued and held in book-entry form on the books of the central depository system, The Depository Trust Company, its successors, or any successor central depository system appointed by the City from time to time (the "Clearing Agency"), without physical distribution of bonds to the purchasers. The following provisions of this section apply in such event.

One definitive Bond of each maturity shall be delivered to the Clearing Agency (or its agent) and held in its custody. The City and the Registrar and Paying Agent may, in connection therewith, do or perform or cause to be done or performed any acts or things not adverse to the rights of the holders of the Bonds as are necessary or appropriate to accomplish or recognize such book-entry form Bonds.

During any time that the Bonds remain and are held in book-entry form on the books of a Clearing Agency, (1) any such Bond may be registered upon the books kept by the Registrar in the name of such Clearing Agency, or any nominee thereof, including Cede & Co., as nominee of The Depository Trust Company; (2) the Clearing Agency in whose name such Bond is so registered shall be, and the City and the Registrar and Paying Agent may deem and treat such Clearing Agency as, the absolute owner and holder of such Bond for all purposes of this Ordinance, including, without limitation, the receiving of payment of the principal of and interest on such Bond, the receiving of notice and the giving of consent; (3) neither the City nor the Registrar or Paying Agent shall have any responsibility or obligation hereunder to any direct or indirect participant, within the meaning of Section 17A of the Securities Exchange Act of 1934, as amended, of such Clearing Agency, or any person on behalf of which, or otherwise in respect of which, any such participant holds any interest in any Bond, including, without limitation, any responsibility or obligation hereunder to maintain accurate records of any interest in any Bond or any responsibility or obligation hereunder with respect to the receiving of payment of principal of or interest or premium, if any, on any Bond, the receiving of notice or the giving of consent; and (4) the Clearing Agency is not required to present any Bond called for partial redemption prior to receiving payment so long as the Registrar and Paying Agent and the Clearing Agency have agreed to the method for noting such partial redemption.

If either the City receives notice from the Clearing Agency which is currently the registered owner of the Bonds to the effect that such Clearing Agency is unable or unwilling to discharge its responsibility as a Clearing Agency for the Bonds, or the City elects to discontinue its use of such Clearing Agency as a Clearing Agency for the Bonds, then the City and Registrar and Paying Agent each shall do or perform or cause to be done or performed all acts or things, not adverse to the rights of the holders of the Bonds, as are necessary or appropriate to discontinue use of such Clearing Agency as a Clearing Agency for the Bonds and to transfer the ownership of each of the

Bonds to such person or persons, including any other Clearing Agency, as the holders of the Bonds may direct in accordance with this Ordinance. Any expenses of such discontinuance and transfer, including expenses of printing new certificates to evidence the Bonds, shall be paid by the City.

During any time that the Bonds are held in book-entry form on the books of a Clearing Agency, the Registrar shall be entitled to request and rely upon a certificate or other written representation from the Clearing Agency or any participant or indirect participant with respect to the identity of any beneficial owner of Bonds as of a record date selected by the Registrar. For purposes of determining whether the consent, advice, direction or demand of a registered owner of a Bond has been obtained, the Registrar shall be entitled to treat the beneficial owners of the Bonds as the bondholders, and any consent, request, direction, approval, objection or other instrument of such beneficial owner may be obtained in the fashion described in this Ordinance.

During any time that the Bonds are held in book-entry form on the books of a Clearing Agency, the Mayor, the Clerk-Treasurer and/or the Registrar are authorized to execute and deliver a Letter of Representations agreement with the Clearing Agency, or a Blanket Issuer Letter of Representations, and the provisions of any such Letter of Representations or any successor agreement shall control on the matters set forth therein. The Registrar, by accepting the duties of Registrar under this Ordinance, agrees that it will (i) undertake the duties of agent required thereby and that those duties to be undertaken by either the agent or the issuer shall be the responsibility of the Registrar, and (ii) comply with all requirements of the Clearing Agency, including without limitation same day funds settlement payment procedures. Further, during any time that the Bonds are held in book-entry form, the provisions of this Section 5 of this Ordinance shall control over conflicting provisions in any other section of this Ordinance.

SECTION 6. Sale of Bonds. The Bonds may be sold in a competitive sale. The Clerk-Treasurer shall cause to be published a notice of sale once each week for two consecutive weeks in accordance with Indiana Code § 5-3-1-2. The date fixed for the sale shall not be earlier than fifteen (15) days after the first of such publications and not earlier than three (3) days after the second of such publications. Said bond sale notice shall state the time and place of sale, the purpose for which the Bonds are being issued, the total amount thereof, the amount and date of each maturity, the maximum rate or rates of interest thereon, their denominations, the time and place of payment, that specifications and information concerning the Bonds are on file in the office of the Clerk-Treasurer and are available on request, the terms and conditions upon which bids will be received and the sale made, and such other information as is required by law or as the Clerk-Treasurer shall deem necessary, including any terms and conditions of sale which provide an exclusion or exemption from the applicability of all or a portion of the provisions of Rule 15c2-12 of the U.S. Securities and Exchange Commission as amended (the "SEC Rule"), in which case the Clerk-Treasurer may set the minimum authorized denomination of the Bonds at One Hundred Thousand Dollars ($100,000) as contemplated by the SEC Rule.

As an alternative to the publication of a notice of sale, the Clerk-Treasurer may sell the Bonds through the publication of a notice of intent to sell the Bonds and compliance with related procedures pursuant to Indiana Code § 5-1-11-2(b).

All bids for the Bonds shall be sealed and shall be presented to the Clerk-Treasurer in accord with the terms set forth in the bond sale notice. Bidders for the Bonds shall be required to name the rate or rates of interest which the Bonds are to bear, which shall be the same for all Bonds maturing on the same date, and the interest rate bid on any maturity of Bonds must be no less than the interest rate bid on any and all prior maturities, not exceeding seven percent (7.00%) per annum, and such interest rate or rates shall be in multiples of one-hundredth of one percent. The Clerk-Treasurer shall award the Bonds to the bidder who offers the lowest interest cost, to be determined by computing the total interest on all the Bonds to their maturities and deducting therefrom the premium bid, if any, or adding thereto the amount of the discount, if any. No bid for less than the par value of the Bonds and accrued interest, if any, shall be considered. The Clerk-Treasurer may require that all bids shall be accompanied by certified or cashier's checks payable to the order of the City of New Haven, Indiana, or a surety bond, in an amount not to exceed one percent of the aggregate principal amount of the Bonds as a guaranty of the performance of said bid, should it be accepted. In the event no satisfactory bids are received on the day named in the sale notice, the sale may be continued from day to day thereafter for a period of thirty (30) days without readvertisement; provided, however, that if said sale be continued, no bid shall be accepted which offers an interest cost which is equal to or higher than the best bid received at the time fixed for sale in the bond sale notice. The Clerk-Treasurer shall have full right to reject any and all bids.

After the Bonds have been properly sold and executed, the City Treasurer shall receive from the purchasers payment for the Bonds and shall provide for delivery of the Bonds to the purchasers.

As an alternative to a competitive sale, the Council authorizes the sale of any series of Bonds by negotiated sale or private placement. The Clerk-Treasurer, upon the advice of the City's municipal advisor, may elect to issue any series of Bonds upon the terms and conditions set forth in a purchase agreement (the "Purchase Agreement"), to be entered into between the City and an underwriter or a financial institution selected by the City (the "Underwriter"). The Clerk-Treasurer may appoint a placement agent with respect to the sale of any series of Bonds. The Council hereby approves the sale of the Bonds to the Underwriter, and authorizes each of the Mayor and Clerk-Treasurer, for and on behalf of the City, to execute and deliver, and to perform the obligations of the City under the Purchase Agreement, in the form the Mayor or Clerk-Treasurer, with the advice of counsel, determine to be necessary or appropriate (including, without limitation, any terms and conditions which provide an exclusion or exemption from the applicability of all or a portion of the SEC Rule), such determination to be conclusively evidenced by the Mayor or Clerk-Treasurer's execution thereof.

The Clerk-Treasurer is hereby authorized and directed to obtain legal opinion as to the validity of the Bonds from Barnes & Thornburg LLP, and to furnish such opinion to the purchasers of the Bonds or to cause a copy of said legal opinion to be printed on each Bond. The cost of such opinion shall be paid out of the proceeds of the Bonds.

SECTION 7. <u>Use of Bond Proceeds</u>. Any accrued interest received at the time of delivery of the Bonds will be applied to payments on the Bonds on the earliest interest payment dates. The remaining proceeds received from the sale of the Bonds shall be deposited into the City of New Haven, Indiana, Projects Fund (the "Projects Fund"). The proceeds deposited into the Projects Fund shall be expended only for the purpose of paying expenses incurred in connection with the Projects, together with the expenses incidental thereto and on account of the issuance of the Bonds. Any balance remaining in the Projects Fund after the completion of the Project which is not required to meet unpaid obligations incurred in connection therewith and on account of the issuance of the Bonds may be used to pay debt service on the Bonds or otherwise used as permitted by law.

SECTION 8. Defeasance. If, when the Bonds or any portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption, or irrevocable instructions to call the Bonds or any portion thereof for redemption have been given, and the whole amount of the principal and the interest so due and payable upon such bonds or any portion thereof then outstanding shall be paid, or (i) cash, or (ii) direct non-callable obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America, and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, the principal of and the interest on which when due without reinvestment will provide sufficient money, or (iii) any combination of the foregoing, shall be held irrevocably in trust for such purpose, and provision shall also be made for paying all fees and expenses for the payment, then and in that case the Bonds or such designated portion thereof shall no longer be deemed outstanding or secured by this Ordinance.

SECTION 9. Tax Covenants. In order to preserve the exclusion of interest from gross income for federal income tax purposes on any series of the Bonds, the interest on which is excluded from gross income for federal income tax purposes (such series of the Bonds, the "Tax-Exempt Bonds"), and as an inducement to purchasers of the Tax-Exempt Bonds, the City represents, covenants and agrees that:

(a) The City will not take any action or fail to take any action with respect to the Tax-Exempt Bonds that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Tax-Exempt Bonds pursuant to Section 103 of the Internal Revenue Code of 1986, as in effect on the date of issuance of the Tax-Exempt Bonds (the "Code"), including, without limitation, the taking of such action as is necessary to rebate or cause to be rebated arbitrage profits on Tax-Exempt Bond proceeds or other monies treated as Tax-Exempt Bond proceeds to the federal government as provided in Section 148 of the Code, and will set aside such monies, which may be paid from investment income on funds and accounts notwithstanding anything else to the contrary herein, in trust for such purposes.

(b) The City will file an information report Form 8038-G with the Internal Revenue Service as required by Section 149 of the Code.

(c) The City will not make any investment or do any other act or thing during the period that any Tax-Exempt Bond is outstanding hereunder which would cause any Tax-Exempt Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and the regulations applicable thereto as in effect on the date of delivery of the Tax-Exempt Bonds.

(d) Notwithstanding any other provisions of this Ordinance, the foregoing covenants and authorizations (the "Tax Sections") which are designed to preserve the exclusion of interest on the Tax-Exempt Bonds from gross income under federal income tax law (the "Tax Exemption") need not be complied with to the extent the City receives an opinion of nationally recognized bond counsel that compliance with such Tax Section is unnecessary to preserve the Tax Exemption.

(e) (i) The City hereby authorizes the Clerk-Treasurer to designate any series of the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Code, in the event that such series could be so designated on the date of issuance thereof. In the event that such designation is made, the City, its subordinate entities and entities that issue obligations on behalf of the City, or on behalf of which the City issues obligations, within the meaning of Section 265(b)(3) of the Code, as of the date of issuance of any such series of Bonds, have not issued, do not reasonably anticipate that they will issue, and will not issue (unless the City first obtains the written opinion of nationally recognized bond counsel that such issuance will not adversely affect the status of the Bonds as qualified tax-exempt obligations) during the calendar year, in which any such series of Bonds will be issued, tax-exempt obligations (within the meaning of Section 265(b)(4) of the Code), including such series of the Bonds and any qualified 501(c)(3) bonds as defined in Section 145 of the Code (but excluding obligations referred to in the next sentence and excluding obligations, other than qualified 501(c)(3) bonds, that are private activity bonds), in an aggregate principal amount exceeding $10,000,000. For purposes of the preceding sentence, any issue of refunding tax-exempt obligations, the proceeds of which were or will be used to refund other tax-exempt obligations within 90 days after the date of issuance of the refunding tax-exempt obligations, is not taken into account to the extent that the amount of the refunding obligations does not exceed the outstanding amount of the obligations thereby refunded.

(ii) In the event that such designation is made, the City, its subordinate entities or other entities that issue obligations on behalf of the City, or on behalf of which the City issues obligations, within the meaning of Section 265(b)(3) of the Code, as of the date of issuance of any such series of Bonds, have not designated, do not expect to designate and will not designate as qualified tax-exempt obligations taken into account under Section 265(b)(3)(D)(i) of the Code tax-exempt obligations issued during the calendar year, in which any such series of Bonds will be issued, in an aggregate principal amount exceeding $10,000,000 (unless the City first obtains the written opinion of nationally recognized bond counsel that such designation and issuance will not adversely affect the status of such series of the Bonds as qualified tax-exempt obligations). The City has not formed, benefited from, or availed itself of any entity to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code.

SECTION 10. Amendments. Subject to the terms and provisions contained in this section, and not otherwise, the owners of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, to consent to and approve the adoption by the City of such ordinance or ordinances supplemental hereto as shall be deemed necessary or desirable by the City for the purpose of modifying, altering, amending, adding to or rescinding in any particular any of the terms or provisions contained in this Ordinance, or in any supplemental ordinance; provided, however, that nothing herein contained shall permit or be construed as permitting:

(a) An extension of the maturity of the principal of or interest on any Bond, without the consent of the holder of each Bond so affected; or

(b) A reduction in the principal amount of any Bond or the rate of interest thereon, or a change in the monetary medium in which such amounts are payable, without the consent of the holder of each Bond so affected; or

(c) A preference or priority of any Bond over any other Bond, without the consent of the holders of all Bonds then outstanding; or

(d) A reduction in the aggregate principal amount of the Bonds required for consent to such supplemental ordinance, without the consent of the holders of all Bonds then outstanding.

If the City shall desire to obtain any such consent, it shall cause the Registrar to mail a notice, postage prepaid, to the addresses appearing on the registration books held by the Registrar. Such notice shall briefly set forth the nature of the proposed supplemental ordinance and shall state that a copy thereof is on file at the office of the Registrar for inspection by all owners of the Bonds. The Registrar shall not, however, be subject to any liability to any owners of the Bonds by reason of its failure to mail such notice, and any such failure shall not affect the validity of such supplemental ordinance when consented to and approved as herein provided.

Whenever at any time within one year after the date of the mailing of such notice, the City shall receive any instrument or instruments purporting to be executed by the owners of the Bonds of not less than sixty-six and two-thirds per cent (66-2/3%) in aggregate principal amount of the Bonds then outstanding, which instrument or instruments shall refer to the proposed supplemental ordinance described in such notice, and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice as on file with the Registrar, thereupon, but not otherwise, the City may adopt such supplemental ordinance in substantially such form, without liability or responsibility to any owners of the Bonds, whether or not such owners shall have consented thereto.

No owner of any Bond shall have any right to object to the adoption of such supplemental ordinance or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the City or its officers from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental ordinance pursuant to the provisions of this section, this Ordinance shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Ordinance of the City and all owners of Bonds then outstanding shall thereafter be determined exercised and enforced in accordance with this Ordinance, subject in all respects to such modifications and amendments.

Notwithstanding anything contained in the foregoing provisions of this Ordinance, the rights and obligations of the City and of the owners of the Bonds, and the terms and provisions of the Bonds and this Ordinance, or any supplemental ordinance, may be modified or altered in any respect with the consent of the City and the consent of the owners of all the Bonds then outstanding.

Without notice to or consent of the owners of the Bonds, the City may, from time to time and at any time, adopt such ordinances supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental ordinances shall thereafter form a part hereof),

(a) To cure any ambiguity or formal defect or omission in this Ordinance or in any supplemental ordinance; or

(b) To grant to or confer upon the owners of the Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners of the Bonds; or

(c) To procure a rating on the Bonds from a nationally recognized securities rating agency designated in such supplemental ordinance, if such supplemental ordinance will not adversely affect the owners of the Bonds; or

(d) To obtain or maintain bond insurance with respect to the Bonds; or

(e) To provide for the refunding or advance refunding of the Bonds; or

(f) To make any other change which, in the determination of the Council in its sole discretion, is not to the prejudice of the owners of the Bonds.

SECTION 11. Approval of Official Statement. If the Mayor and/or the Clerk-Treasurer, with the advice of the City's municipal advisor, determines that the preparation of an official statement is necessary or is in the best interest of the City, then the Mayor and/or Clerk-Treasurer is hereby authorized to deem final an official statement with respect to the Bonds, as of its date, subject to completion thereof, and the Council further authorizes the distribution of the "deemed final" official statement, and the execution, delivery and distribution of such document as further modified and amended with the approval of the Mayor and/or Clerk-Treasurer in the form of a final official statement. Alternatively, if the Mayor and/or the Clerk-Treasurer, with the advice of the City's municipal advisor, determines that the preparation of a term sheet is necessary or is in the best interest of the City, the Council hereby authorizes the execution, delivery and distribution of such document in the form the Mayor or Clerk-Treasurer, with the advice of City's municipal advisor, determine to be necessary or appropriate, such determination to be conclusively evidenced by the Mayor or Clerk-Treasurer's execution thereof.

SECTION 12. Other Action. The appropriate officers are hereby authorized to take all actions to obtain a rating, bond insurance or any other form of credit enhancement for the Bonds if economically feasible and desirable and with the favorable recommendation of the municipal advisors to the City. In addition, the appropriate officers of the City are hereby authorized and directed to take any other action deemed necessary or advisable in order to effectuate the acquisition, construction and equipping of the Project, the issuance of the Bonds, or any other purposes of this Ordinance.

SECTION 13. No Conflict. All ordinances, resolutions, and orders or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed. After the issuance of the Bonds and so long as any of the Bonds or interest thereon remains unpaid, except as expressly provided herein, this Ordinance shall not be repealed or amended in any respect which will adversely affect the rights of the holders of the Bonds, nor shall the City adopt any law, ordinance or resolution which in any way adversely affects the rights of such holders.

SECTION 14. Severability; Interpretation. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance. Unless the context or laws clearly require otherwise, references herein to statutes or other laws include the same as modified, supplemented or superseded from time to time.

SECTION 15. Holidays, Etc. If the date of making any payment or the last date for performance of any act or the exercising of any right, as provided in this Ordinance, shall be a legal holiday or a day on which banking institutions in the City or the city in which the Registrar or Paying Agent is located are typically closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are typically closed, with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period after such nominal date.

SECTION 16. Effectiveness. This Ordinance shall be in full force and effect from and after its adoption and the procedures required by law. Upon payment in full of the principal and interest respecting the Bonds authorized hereby or upon deposit of an amount sufficient to pay when due such amounts in accord with the defeasance provisions herein, all pledges, covenants and other rights granted by this Ordinance shall cease.

*****

DULY PASSED on this _____ day of _____________, 2025, by the Common Council of the City of New Haven, Indiana.

COMMON COUNCIL
CITY OF NEW HAVEN, INDIANA

____
Presiding Officer

ATTEST:

____
Clerk-Treasurer

Presented by me to the Mayor of the City of New Haven for his approval or veto pursuant to Indiana Code § 36-4-6-15 and -16, this ____day of ________, 2025, at __________o'clock a.m./p.m.

____
Clerk-Treasurer

This Ordinance having been passed by the legislative body and presented to me is approved by me and duly adopted, pursuant to Indiana Code § 36-4-6-16(a)(1), this ____day of ___________, 2025, at ___________ o'clock a.m./p.m.

____
Mayor of the City of New Haven, Indiana

Attest:

____
Clerk-Treasurer

<u>EXHIBIT A</u>

Project Description

The Project includes all or a portion of the following:

- Construction and installation of a parking lot along Lincoln Highway between Broadway Street and Short Street, including the construction and installation of a trailhead, water station, and bike repair station;
- Construction and installation of a bus stop and/or transit hub between Broadway Street and Short Street;
- Installation of new streetlights along Lincoln Highway;
- Construction and installation of new sidewalks and the repair of existing sidewalks that are compliant with the American with Disabilities Act;
- Construction and installation of certain street enhancements along Lincoln Highway, including the construction of a street arch near Schnelker Park;
- Installation of new street lights in Schnelker Park and Guardian Park;
- Construction and installation of a trail connecting City Hall and Guardian Park to Broadway Street along the railroad right-of-way;
- Installation of fencing to separate City Hall property from nearby railroad right-of-way;
- Installation of fencing to separate east side of Broadway street from nearby railroad right-of-way;
- Installation of certain art and other quality-of-life features in the downtown district of the City;
- Improvements to Guardian Park;
- Installation of Lincoln Highway District Monument signage;
- Installation of a Youth Sports District Monument signage;
- Installation of Historic Broadway District Monument signage;
- Installation of benches and trash receptacles throughout the City;
- Installation of wayfinding signage throughout the City;
- Expanded sidewalks and curbs in downtown district of the City for future development; and
- Any and all improvements, renovations, installations, and new construction related to the above.

MEMORANDUM

TO: New Haven City Council Members

FROM: Rachel Black – Senior Economic Development Specialist

SUBJECT: November 4, 2025 - Council Meeting

DATE: October 28, 2025

At the next meeting, the Council will have on its agenda an introduction regarding Economic Revitalization Area designation for Diversified Metal Specialties, Inc.

The following documents are enclosed for your review prior to the meeting for the project:

1. Declaratory Resolution
2. Project Location Map
3. Spreadsheet Indicating Taxes Paid and Taxes Saved
4. Tax Abatement Point System
5. Formal Application Materials

If you have any questions, please feel free to call me at 260-449-7607.

RESOLUTION NO.__________

NEW HAVEN CITY COUNCIL
DECLARATORY RESOLUTION FOR THE
DESIGNATION OF ECONOMIC REVITALIZATION AREA
NO. NH-118 APPLICATION OF DIVERSIFIED METAL SPECIALTIES INC.

WHEREAS, the City of New Haven has been requested by the owner of record thereof to find pursuant to I.C. 6-1.1-12.1-2 that the following described real estate is an Economic Revitalization Area:

See Exhibit A

WHEREAS, said described property is located within the jurisdiction of the New Haven City Council for purposes set forth in I.C. 6-1.1-12.1-2; and

WHEREAS, this Council has determined, based on the information provided by the applicant, that the real estate has become undesirable for, or impossible of, normal development and occupancy inasmuch as the subject property is in an Economic Development Target Area. The community surrounding the subject property has experienced a loss of large industry over several decades, and the facilities that have remained continue to utilize outdated technology. The proposed project will bring state of the art equipment and processes to bear in the interest of producing higher quality products in a more timely fashion, allowing Diversified Metal Specialties, Inc. to remain competitive with wages and benefits for employees, and provide increased tax revenue for Allen County; and

WHEREAS, the subject real estate complies with the general standards established by the New Haven City Council as set forth in Ordinance No. G-20-01 adopted pursuant to I.C. 6-1.1-12.1-2 for determining "Economic Revitalization Areas" within the jurisdiction of said Council, as evidenced by the information provided in applicant's application; and

WHEREAS, the property is located within an Economic Development Target Area which was established and set forth in Resolution R-19-1 to assist in the effort to bring residential and retail projects as well as other specified types of projects to the 930 Corridor located within New Haven; and

WHEREAS, the improvement of the real estate described herein would be to the benefit and welfare of all citizens and taxpayers of New Haven and Allen County, Indiana; and

WHEREAS, the subject real estate is zoned I2 according to the New Haven zoning map and that the ERA designation is contingent on Diversified Metal Specialties, Inc. conforming to the restrictions of the I2 zoning district; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of New Haven, Indiana, that the following findings are made based on the information provided by the applicant:

1. That the estimate of the value of the redevelopment or rehabilitation and the cost of the new equipment is reasonable for projects of that nature and equipment of that type; and

2. That the estimate of the number of individuals who will be employed or whose employment will be retained can be reasonably expected to result from the new equipment; and

3. That the estimate of the annual salaries of those individuals who will be employed or whose employment will be retained can be reasonably expected to result from the new equipment; and

4. That any other benefits about which information was requested are benefits that can be reasonably expected to result from the new equipment; and

5. That the totality of benefits is sufficient to justify the deduction.

BE IT ALSO RESOLVED by the City Council of New Haven, Indiana, that the real estate herein above described should be and is hereby declared to be an "Economic Revitalization Area" as that term is defined and intended in I.C. 6-1.1-12.1-1 through 6-1.1-12.1-9.

BE IT ALSO RESOLVED, that the designation of the property described above as an "Economic Revitalization Area" shall be limited to a time period of two (2) years as the designation applies to a deduction from the increased assessed value of personal property. This limitation is established pursuant to I.C. 6-1.1-12.1-2(i)(1) and 6-1.1-12.1-2 (i)(2).

BE IT FURTHER RESOLVED, that the New Haven City Council approves the Statement of Benefits as submitted by the petitioner.

BE IT FINALLY RESOLVED, that if any part, parts, clause or portion of this Resolution shall be adjudged invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of this Resolution as a whole or any other part, clause or portion of this Resolution.

ADOPTED, this November 4, 2025, by the City Council of New Haven, Indiana.

____
Presiding Officer
City of New Haven

ATTEST:

____
Angela Hamrick, Clerk-Treasurer
City of New Haven

Exhibit A

IDENTIFICATION OF PROPERTY:

Subject property is located at 4926 New Haven Avenue, Fort Wayne, Indiana 46803.

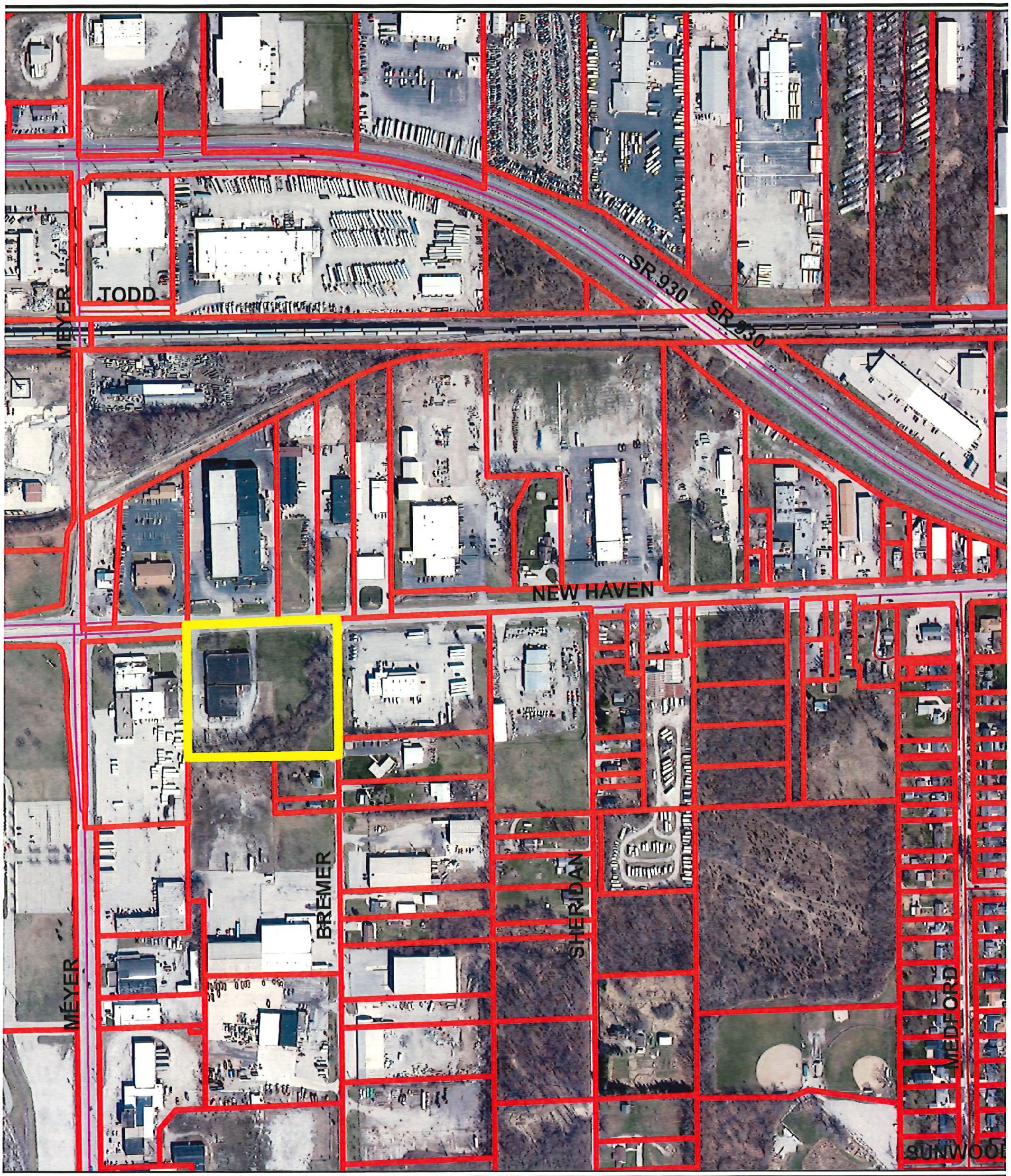
LEGAL DESCRIPTION:

The following legal description is from a survey provided by the client of the report.

Part of the East 60 acres of the West Half of the Southwest Quarter of Section 9, Township 30 North, Range 13 East of the Second Principal Meridian, in Allen County, Indiana, more particularly described as [illegible]

Commencing at the point of intersection of the East line of the West Half of said Southwest Quarter with the centerline of New Haven Avenue (formerly Fort Wayne and New Haven Road and formerly U.S. Highway #30); thence [illegible] on and along said centerline, a distance of 495 feet to the intersection of said centerline with the line exactly dividing the East 60 acres of said West Half into two equal parts; thence Southerly, by [illegible] angle left of 88°-33', on and along said dividing line, [illegible] the centerline of Brenner Drive, a distance of 440.0 feet to [illegible] point of beginning; thence Northerly, on and along the last [illegible] line, a distance of 400.0 feet to the point of intersection of said line with the Easterly projection of the South right-of-way line of New Haven Avenue; thence West, by an interior angle of 88°-33', on and along said South right-of-way line, being a line situated 40.0 feet (measured at right angles) South of and parallel to the centerline of New Haven Avenue, a distance of 490.0 feet to the East line of a 5 foot-wide tract conveyed by deed recorded in Deed Record 562, page 661 of the [illegible] of the Recorder of Allen County, Indiana; thence Southerly, by an interior angle of 91° [illegible], on and along the East line of said 5 foot-wide tract, a distance of 386.3 feet to the Southeast corner of said 5 foot-wide tract; thence Easterly, by an interior angle of 89°-[illegible], a distance of 490.82 feet to the true point of beginning, containing 4.472 acres of land; subject to legal right-of-way for Brenner Drive over the East 30 feet thereof.

DIVERSIFIED METAL SPECIALTIES, INC.



Although strict accuracy standards have been employed in the compilation of this map, Allen County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission in this map.

North American Datum 1983
State Plane Coordinate System, Indiana East
Photos and Contours: Spring 2009

Tax Abatement Projection

Seven Year Equipment Abatement for Diversified Metal Specialties Inc.

TAX YEAR	INVESTMENT IN PERSONAL PROPERTY	TRUE TAX VALUE	NET TAX RATE	% OF DEDUCTION	TRUE VALUE DEDUCTED	TRUE VALUE TAXED	TAXES DUE WITH DEDUCTION	TAXES DUE WITHOUT DEDUCTION	COMPANY SAVINGS
2027 PAY 2028	$1,330,000	$532,000	$2.5999	100%	$532,000	$0	$0	$13,831	$13,831
2028 PAY 2029		$744,800	$2.5999	85%	$633,080	$111,720	$2,905	$19,364	$16,459
2029 PAY 2030		$558,600	$2.5999	71%	$396,606	$161,994	$4,212	$14,523	$10,311
2030 PAY 2031		$425,600	$2.5999	57%	$242,592	$183,008	$4,758	$11,065	$6,307
2031 PAY 2032		$399,000	$2.5999	43%	$171,570	$227,430	$5,913	$10,374	$4,461
2032 PAY 2033		$399,000	$2.5999	29%	$115,710	$283,290	$7,365	$10,374	$3,008
2033 PAY 2034		$399,000	$2.5999	14%	$55,860	$343,140	$8,921	$10,374	$1,452
2034 PAY 2035		$399,000	$2.5999	0%	$0	$399,000	$10,374	$10,374	$0
2035 PAY 2036		$399,000	$2.5999	0%	$0	$399,000	$10,374	$10,374	$0
2036 PAY 2037		$399,000	$2.5999	0%	$0	$399,000	$10,374	$10,374	$0
TOTALS							**$65,195**	**$121,025**	**$55,831**

TAX ABATEMENT POINT SYSTEM

Personal Property Abatements

Company: Diversified Metal Specialties, Inc.

		Points Possible	Points Assigned
I. Tax Base Benefits			
A.	Total new investment in new equipment		
	$6,250,000 or more	20	
	$1,250,000 to $6,249,999	14	14
	$625,000 to $1,249,999	10	
	$300,000 to $624,999	6	
	under $300,000	3	
B.	Investment per employee (both jobs created and retained).		
	$35,000 or more	15	15
	$18,500 to $34,999	10	
	$6,250 to $18,499	7	
	$1,250 to $6,249	4	
	less than $1,250	2	
C.	Local income taxes generated from jobs retained		
	$80,000 or more	5	
	$30,000 to $79,999	4	
	$10,000 to $29,999	3	
	$5,000 to $9,999	2	2
	less than $5,000	1	
D.	Local income taxes generated from jobs created (Double pts for start-up)		
	$30,000 or more	5	
	$10,000 to $29,999	4	
	$5,000 to $9,999	3	
	$3,000 to $4,999	2	
	less than $3,000	1	1

		Points Possible	Points Assigned
II. Job Creation Benefits			
A.	Total number of jobs retained		
	over 250	10	
	100 to 249	8	
	50 to 99	6	
	25 to 49	4	
	10 to 24	2	
	under 10	1	1
B.	Total number of jobs created (Double pts for start-up)		
	over 100	10	
	50 to 99	8	
	25 to 49	6	
	10 to 24	4	
	1 to 9	2	2
C.	Eighty percent of the jobs created and/or retained are within the following salary range.		
	over $47,999	25	25
	$43,000 to $47,999	20	
	$38,000 to $42,999	15	
	$33,000 to $37,999	10	
	$28,000 to $32,999	5	
	under $28,000	0	

		Points Possible	Points Assigned
III. Economic Base			
A.	Estimated percent of business done outside Allen County		
	Greater than 50%	3	
	Less than or equal to 50%	0	0
B.	Location quotient in designated Occupation Code (use Occupational group data that describes the majority function of the business) Greater than 1.0	2	2
IV. Benefits			
A.	Employee benefits package provided by Company.		
	Comprehensive benefits	3	
	Some benefits provided	1	1
	No benefits provided	0	
V. Reciprocating Benefit			
A.	The applicant agrees to contribute a percentage of savings to tax abatement development fund.	2	2
B.	The applicant does not agree to contribute to the tax abatement development fund.	0	0
Totals			65

70 to 100 points	ten-year abatement
60 to 69 points	seven-year abatement
45 to 59 points	five-year abatement
30 to 44 points	three-year abatement

APPLICATION FOR ECONOMIC REVITALIZATION AREA DESIGNATION

APPLICATION IS FOR: (check either or both)

☐ Real Estate Improvements (New Building, Addition, and/or Modification)

☑ New Equipment (Manufacturing, Research and Development, Logistical Distribution, and/or Information Technology)

Please provide the amount invested for each category:

Total cost of real estate improvements:	
Total cost of manufacturing equipment:	1,105,000
Total cost of research and development equipment:	
Total cost of logistical distribution equipment:	225,000
Total cost of information technology equipment:	
Grand total cost of real estate improvements and equipment:	1,330,000

GENERAL INFORMATION

1. Real property taxpayer's name: _____
   Personal property taxpayer's name: Diversified Metal Specialties Inc.
   (**Please make sure these names match the SB-1 state forms for tax purposes)

2. Address listed on tax bill: 4926 New Haven Ave, Fort Wayne, IN 46803

3. Year Company was established: 2009

4. Name of Company to be designated, if applicable: _____
5. Address of property where improvements will be made: 4926 New Haven Ave, Fort Wayne, IN 46803

6. Parcel Identification Number of property: 021309301007000041

7. Contact person/representative: Aaron Peter

8. Telephone number: 574-835-480

9. Mailing address of contact person:

   7111 Old Trail Road

10. E-mail address: aaronp@diversified-metals.com

11. Legal description of property is attached: ☑ Yes ☐ No

12. Current zoning designation: I2

13. In order to be considered an Economic Revitalization Area (ERA), State Law (I.C. 6-1.1-12.1-1) requires that the subject property be located in an area "which has become undesirable for, or impossible of, normal development and occupancy because of age, lack of development, cessation of growth, deterioration of improvements or character of occupancy, age, obsolescence, substandard buildings, or other factors which have impaired values or prevent a normal development of property or use of property". It also includes any area "where a facility or a group of facilities that are technologically, economically, or energy obsolete are located and where the obsolescence may lead to a decline in employment and tax revenues".

    How does the property for which you are requesting designation meet the above definition of an ERA?

    The subject property is located with the Economic Development Target Area. The communtiy surrounding the subject property has experienced a loss of large industry over several decades, and the facilities that have remained continue to utilize outdated technology. The proposed project will bring state of the art equipment and processes to bear in the interest of producing higher quality products in a more timely fassion, allowing Diversifed Metal Specialties, Inc to remain competitive with wages and benefits for employees, and provide increased tax revenue for Allen County.

14. Do you plan to request state or local assistance to finance public improvements? No

15. What is the company's NAICS (North American Industry Classification System) code? 332710

16. Indicate the nature of the company's business, in general: Diversified Metal Specialties, Inc is a manufacturing company. It modifies raw materials and utilizes various components to create finished products that are either so directly to the customer or another manufacturer.

17. For "Office" and "Service" businesses, please indicate the percentage of clients/customers that are located within Allen County: _____

18. Description of product or service to be offered at the project site:

    Machining of metals and plastics, as well as the fabrication of these mmaterials.

19. Dollar amount of annual sales for each of the last three years:

20. What is the percentage of clients/customers served that are located outside of Allen County?
    5%

21. List the three largest customers, their locations, and amount of annual gross sales:

Customer	City / State	Annual Gross Sales

22. List the three largest material suppliers, their locations, and amount of annual purchases:

Supplier	City / State	Gross Purchases

23. Does the company's business include a retail component, meaning that goods or items are sold to the ultimate consumer for the consumer's use or consumption and not to a person for resale?
    No (If yes, continue below. If no, then skip to question 24.)

    a. What percentage of floor space will be utilized for retail activities?

    ______

    b. What percentage of sales are made to the ultimate consumer as defined above?

    ______

c. Provide the amount of sales tax collected in each of the last three years?

______ ______ ______

d. What percentage of business is from service calls? _____

24. Impact on existing businesses:

a. Will this project be in competition with existing local businesses? No

b. Will this project complement existing local business? Yes

c. Provide the names of who you consider to be your top three competitors:

REAL PROPERTY INFORMATION

Complete this section **only** if you are requesting a deduction from assessed value for real estate improvements.

25. Current use of the property:

    a. How is the real estate presently used? _____

    b. What structures are on the property? _____

    c. What is (are) the general condition of structure(s)?

26. Describe the proposed improvements to the subject property:

27. Have Allen County building permits been filed for this project? ☐ Yes ☐ No

28. Projected Construction timeframe:

    a. Construction start date: _____ b. Construction completion date: _____

29. Will this project require approval of a rezoning, plat, development plan, vacation, variance, special exception, or contingent use prior to the issuance of an Improvement Location Permit? _____
    If yes, list: _____

30. Will construction result in Leadership in Energy and Environmental Design (LEED) Certification by the U.S. Green Building Council? ☐Yes ☐ No

31. Will construction use techniques to minimize impact on combined sewer overflows? (i.e. rain gardens, bio swales, permeable asphalt/concrete parking lots)? ☐Yes ☐ No

32. Will project result in installation of electric vehicle charging stations? ☐Yes ☐ No

33. Will project result in construction/installation of a solar energy system? ☐Yes ☐ No

34. Will project result in installation of LED lighting in entire facility? ☐Yes ☐ No

PERSONAL PROPERTY INFORMATION

Complete this section **only** if you are requesting a deduction from the assessed value of new manufacturing, research and development, logistical distribution, or information technology equipment.

35. Describe the purpose of the proposed equipment at the project site:

To modify raw materials and create finished products that will be sold to other manufacturers.

36. Please provide a list of the equipment for which you are applying for a personal property abatement along with the expected life of the asset for purposes of depreciation (attach a separate sheet if necessary):

Proposed Equipment (list individually)	Expected Life of Asset For Purpose of Depreciation
Okuma Millac 5020V	5 years for all
Okuma Multus U5000	
Hoist FR-25/35	

37. Will any of the equipment listed above be classified as special tooling (as defined by regulation No. 16 and reported on Form 103-T) for property tax purposes? No

a. If yes, please indicate the total cost of special tooling: _____

38. Has any of the equipment for which you are seeking a designation been installed? No

39. Has any of the proposed equipment ever been used for any purpose in Indiana? No
If so, who was it purchased from:_____

40. Development time frame

a. Equipment purchase date: _____ b. Equipment installation date: _____

	a. Purchase date	b. Installation date
Manufacturing Equipment	10/01/2025	12/30/2025
Logist/Dist Equipment	11/01/2025	11/10/2025

JOB CREATION AND RETENTION

Please be specific on job descriptions. When listing the occupation codes, please avoid using the "Major Occupational Groupings"(i.e. 11-000, 13-000, etc.) which are more general in nature. Instead, use specific occupation codes (11-1021, 13-1081, etc.) for each created and retained job. To fill out information on occupation and occupation code, use data available through Occupation Employment Statistics for Fort Wayne, IN Metropolitan and Nonmetropolitan Area at the following link:
http://www.bls.gov/oes/current/oes_23060.htm

41. Current **full-time** employment:

Occupation	*Occupation Code*	*Number Of Jobs*	*Average Salary*	*Salary Range*
Machinist	51-4041	5	$65,000	$45-85,000
Welder	51-4121	2	$65,000	$45-85,000
Helper	49-9098	1		

42. **Full-time** jobs to be created as a result of this project:

Occupation	*Occupation Code*	*Number Of Jobs*	*Average Salary*	*Salary Range*
Machinist	51-4041	2	$65,000	$45-85,000

43a. Please note any **temporary** positions:

Occupation Current or created?	*Occupation Code*	*Number Of Jobs*	*Average Salary*	*Salary Range*

43b. Please note any **part-time** positions:

Occupation Current or created?	*Occupation Code*	*Number Of Jobs*	*Average Salary*	*Salary Range*
Current	13-2011	1		
Current	51-4041	1		

44. Anticipated date for reaching employment level in Question 42: 01/25/26

45. Check all of the benefits listed below that the company provides to workers who have been employed for 6 months. The company must pay at least 70% of the benefit cost.

- [x] Paid Vacation
- [ ] Health Insurance
- [ ] Uniforms
- [x] Sick Leave
- [ ] Life Insurance
- [ ] Employee Training
- [x] Paid Holidays
- [ ] Dental Insurance
- [ ] Tuition Reimbursement
- [ ] Pension Plan
- [ ] Vision Insurance
- [ ] Other (Please List): _____

COMMUNITY BENEFITS

46. How will the proposed designation further the economic development objectives of Allen County? (Please answer Yes or No, and provide an explanation if the answer is Yes).

a. Will the designation improve the utilization of vacant or under-utilized land?

No

b. Will the designation encourage the improvement of a deteriorated structure or the replacement of an obsolete structure?

No

c. Will the designation encourage the improvement or replacement of obsolete manufacturing, research and development, logistical distribution, or information technology equipment?

Yes. The equipment that is to be installed is some of the most advanced that is currently available.

d. Will the designation assist in the inducement of a project providing substantial employment opportunities relative to the value of the improvements to be made and/or the equipment to be installed?

Yes. Considering the value of the equipment to be installed and the variety of machinery being utilized, substantial employment oppurtunities will arise.

e. Will the designation assist in the inducement of a project which would provide long-term benefits to the tax base of Allen County warranting the granting of the annually decreasing percentage of property tax abatement as provided in I.C. 6-1.1-12.1.

Yes. The completion of this project will provide considerable tax revenue to Allen County.

47. The Allen County Council began the Tax Abatement Development Fund in 1992 as a means to fund future economic development efforts which benefit expanding or new industries. The fund is being capitalized with voluntary contributions of either 10% or 5% of the tax savings realized by companies receiving tax abatement. Is the company willing to contribute a portion of its tax savings? (Please check one)

Yes: ☐ 10% ☑ 5% No: ☐

REQUIRED ATTACHMENTS

This application will not be considered complete unless signed and the items listed below are attached. Once the application is determined to be complete, then this project will be placed on the agenda of the Allen County Council.

- [x] 1) Application Fee (Make check payable to "Allen County Treasurer")
- [x] 2) Statement of Benefits (SB-1) Form(s) (Fill in pg 1 and sign)
- [x] 3) Legal description of property (Property tax bill will not be accepted)
- [ ] 4) Owner's Certificate (if applicant is not the owner of the property)

There is a non-refundable filing fee of $500 for either real estate improvements or new equipment. If filing for both real estate improvements and new equipment the fee is $750. A fee may also be assessed if the applicant requests a waiver of non-compliance for failure to apply prior to obtaining building permits and/or installing equipment. The filing fee will be used to defray the costs incurred by Allen County in processing the application pursuant to I.C. 6-1.1-12.1-2(h). Please make the check payable to the **Allen County Treasurer** and include it with the application. Please send check, application, and applicable state forms to:

Department of Planning Services
Attn: Rachel Black
200 E Berry St / Suite 150
Fort Wayne, IN 46802

CERTIFICATION

Filing this application constitutes a request for Economic Revitalization Area designation only and does not constitute an automatic deduction of property taxes. I understand it is the responsibility of the applicant to file the appropriate abatement forms with the Allen County Auditor and the Allen County Assessor if the designation is approved. I certify that the taxpayer is not delinquent on any and/or all property tax due to taxing jurisdictions within Allen County, Indiana.

I hereby certify the information and representations of this application are true and complete and that neither an Improvement Location Permit nor a Structural Permit have been filed for construction of improvements, nor has any manufacturing, research and development, logistical distribution, or information technology equipment which is a part of this application been purchased and installed as of the date of the filing of this application.

I understand that I must file a correctly completed Compliance with Statement of Benefits Form (CF-1) demonstrating compliance with the community benefits described on the SB-1 form and that failure to demonstrate compliance on an annual basis may result in the termination of the tax abatement benefits allowed by the Economic Revitalization Area designation.

AP

Signature of owner or authorized representative

Aaron Peter, Co-Owner

Printed name and title

Date 10/14/2025

STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51764 (R4 / 11-15)
Prescribed by the Department of Local Government Finance

FORM SB-1 / PP

PRIVACY NOTICE
Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

INSTRUCTIONS

1. *This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise this statement must be submitted to the designating body **BEFORE** a person installs the new manufacturing equipment and/or research and development equipment, and/or logistical distribution equipment and/or information technology equipment for which the person wishes to claim a deduction.*
2. *The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the installation of qualifying abatable equipment for which the person desires to claim a deduction.*
3. *To obtain a deduction, a person must file a certified deduction schedule with the person's personal property return on a certified deduction schedule (Form 103-ERA) with the township assessor of the township where the property is situated or with the county assessor if there is no township assessor for the township. The 103-ERA must be filed between January 1 and May 15 of the assessment year in which new manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment is installed and fully functional, unless a filing extension has been obtained. A person who obtains a filing extension must file the form between January 1 and the extended due date of that year.*
4. *Property owners whose Statement of Benefits was approved, must submit Form CF-1/PP annually to show compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)*
5. *For a Form SB-1/PP that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/PP that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. (IC 6-1.1-12.1-17)*

SECTION 1 — TAXPAYER INFORMATION

Name of taxpayer	Name of contact person
Diversified Metal Specialties, Inc.	Aaron Peter

Address of taxpayer *(number and street, city, state, and ZIP code)*	Telephone number
4926 New Haven Ave, Fort Wayne, IN 46803	(574) 835-4805

SECTION 2 — LOCATION AND DESCRIPTION OF PROPOSED PROJECT

Name of designating body	Resolution number (s)
New Haven City Council	

Location of property	County	DLGF taxing district number
4926 New Haven Ave, Fort Wayne, IN 46803	Allen	041

Description of manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment. *(Use additional sheets if necessary.)*

Okuma Millac 5020V
Okuma Multus U5000
Hoist FR-25/35

	ESTIMATED START DATE	ESTIMATED COMPLETION DATE
Manufacturing Equipment	10/01/2025	12/30/2025
R & D Equipment		
Logist Dist Equipment	11/01/2025	11/10/2025
IT Equipment		

SECTION 3 — ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT

Current number	Salaries	Number retained	Salaries	Number additional	Salaries
8	512000	8	512000	2	128000

SECTION 4 — ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT

NOTE: Pursuant to IC 6-1.1-12.1-5.1 (d) (2) the **COST** of the property is confidential.	MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Current values								
Plus estimated values of proposed project	1,105,000	1,105,000			225,000	225,000		
Less values of any property being replaced								
Net estimated values upon completion of project								

SECTION 5 — WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

Estimated solid waste converted *(pounds)* ______________ Estimated hazardous waste converted *(pounds)* ______________

Other benefits:

SECTION 6 — TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of authorized representative	Date signed *(month, day, year)*
AP	10/14/2025

Printed name of authorized representative	Title
Aaron Peter	Co-Owner


Allstate Insurance
N Park Dr
N Park Dr
Park Ave
Green St
Park Ave
S Park Dr
S Park Dr
Emanuel
Lutheran Church

RESOLUTION NO R-25-__

A RESOLUTION TO TRANSFER CITY FUNDS BETWEEN ACCOUNTS FOR THE YEAR 2025

WHEREAS, the New Haven Common Council has determined that as of November 4, 2025 there are funds available in the following fund lines which will not be expended this fiscal year 2025, and

WHEREAS, in order to properly pay these obligations, it will be necessary to authorize the transfer of these funds between accounts within the same budget,

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of New Haven, Indiana, the Clerk Treasurer is authorized to transfer the following funds between accounts within the same budget:

From	Amount	To
2201-0100-4162.00 MVH Insurance	$50,000.00	2201-0100-4397.00 MVH Construction/Reconstruction
2201-0100-4115.00 MVH Laborers & Temp Laborers	$30,000.00	2201-0100-4397.00 MVH Construction/Reconstruction
1101-0300-4312.00 General Fund Legal Expenses	$3,700.00	1101-0300-4111.00 General Fund Council Members
1101-1400-4395.00 General Fund Training Expense	$4,000.00	1101-1400-4113.00 General Fund Project & Engineer Mgr
1101-1400-4392.00 General Fund Other Services & Charges	$2,000.00	1101-1400-4162.00 General Fund Insurance

This Resolution shall be in full force and effect from and after its passage and signing by the Mayor and legal publication.

DATED this 4th day of November, 2025 by the Common Council of New Haven, Indiana.

____

Presiding Officer

ATTEST:

____

Angela Hamrick
Clerk Treasurer

RESOLUTION NO. ________

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF NEW HAVEN, INDIANA EXPRESSING INTEREST IN THE PURCHASE OF REAL ESTATE LOCATED AT 620 LINCOLN HIGHWAY W AND CERTAIN MATTERS RELATED THERETO

(*Fuentes Property*)

WHEREAS, the Board of Public Works and Safety (the "Board") of the City of New Haven, Indiana (the "City"), acting as purchasing agent of the City, has given consideration to purchasing certain real estate from Julio Lozano Fuentes and Jose Lozano Fuentes (the "Sellers") as set forth in Exhibit A attached hereto (the "Real Estate"); and

WHEREAS, the Board adopted Resolution R-25-7 expressing interest in purchasing the Real Estate and appointing two (2) appraisers to appraise the fair market value of the Real Estate on October 7, 2025; and

WHEREAS, the Board adopted a resolution on November 4, 2025, approving a form of Purchase and Sale Agreement (the "Purchase Agreement") for the Real Estate; and

WHEREAS, the Board transmitted copies of the two (2) appraisals of the Real Estate to the Common Council of the City (the "Common Council") pursuant to § 36-1-10.5-5(4); and

WHEREAS, pursuant to Ind. Code § 36-1-10.5-5, prior to purchasing the Real Estate, the City Common Council (the "Common Council"), as the fiscal body of the City, must adopt a resolution expressing interest in purchasing the Real Estate prior to the purchase transaction; and

WHEREAS, the Common Council now desires to express its interest in purchasing the Real Estate; and

WHEREAS, the Common Council now desires to approve the form of the Purchase and Sale Agreement as set forth in Exhibit B attached hereto (the "Purchase Agreement"), which was previously approved by the Board.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of New Haven, Indiana, that:

1. The Common Council hereby expresses its interest in purchasing the Real Estate.

2. The Common Council hereby approves the Purchase Agreement.

3. Any member of the Council or officer, employee, agent, or elected official of the City be, and hereby is, authorized and directed to take any action and execute any documents, agreements, and certificates as such member or officer deems necessary and desirable to effectuate the foregoing resolutions, and any such actions, documents, agreements, and certificates heretofore taken or executed be, and hereby are, ratified and approved.

4. This resolution shall be in full force and effect from and after its adoption.

*****

Adopted this _____ day of November, 2025.

COMMON COUNCIL OF THE CITY OF
NEW HAVEN, INDIANA

____

____

____

____

____

____

____

____
Clerk-Treasurer

EXHIBIT A

Description of Property

The Property is described as follows:

Certain real property located in Allen County, Indiana, commonly known as 620 LINCOLN HWY W, NEW HAVEN, IN 46774 and having Parcel Numbers 02-13-11- 151-001.000-041 & 02-13-11-151-002.000-041 & 02-13-11-151-003.001-041, together with all tenements, hereditaments, privileges, appurtenances, improvements, and fixtures belonging thereto, as more generally depicted below.

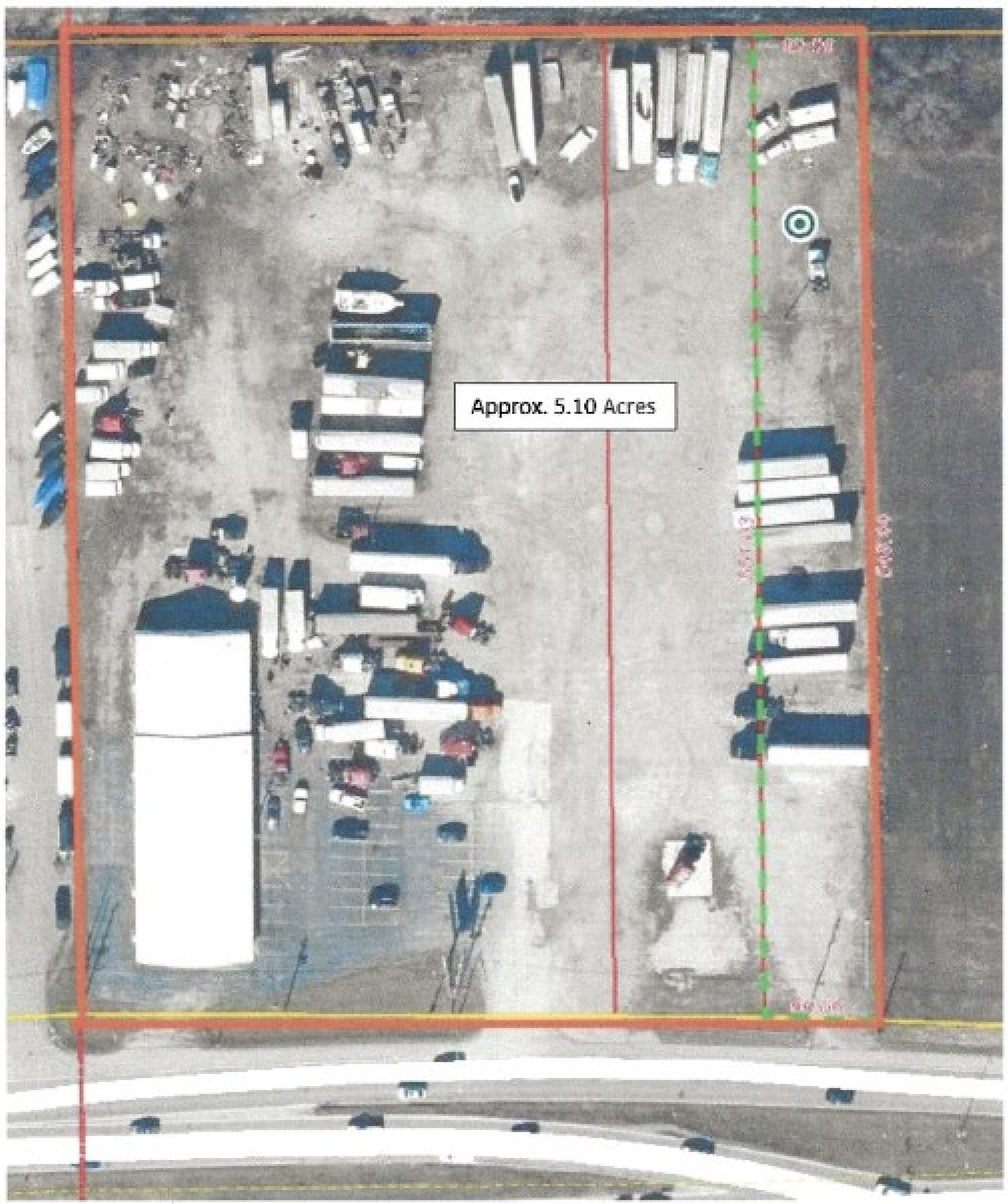


EXHIBIT B

Purchase and Sale Agreement

The Purchase Agreement is set forth on the immediately following page.

AMENDMENT, ASSIGNMENT, AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT

THIS AMENDMENT, ASSIGNMENT, AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT (this "**Amendment**") is made and entered into as of ____________ ___, 2025 (the "**Amendment Effective Date**"), by and among JULIO LOZANO FUENTES and JOSE M. LOZANO FUENTES (collectively "**Seller**"), NEW HAVEN SPARK, INC., an Indiana nonprofit corporation ("**Assignor**"), and the CITY OF NEW HAVEN, INDIANA ("**Assignee**") (each a "**Party**" and collectively, the "**Parties**").

RECITALS

A. Assignor and Seller entered into that certain Purchase and Sale Agreement dated as of July 31, 2025 (the "**Purchase Agreement**"), whereby Seller agreed to sell to Assignor, and Assignor agreed to purchase, certain real property located in Allen County, Indiana, as more particularly described in the Purchase Agreement (the "**Property**");

B. Pursuant to Section XI.4 of the Purchase Agreement, Assignor has the right, without Seller's consent, to assign its right to purchase the Property to Assignee, provided that any such assignee shall assume all of the duties, obligations and liabilities of Assignor under the Purchase Agreement;

C. Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor's rights, liabilities, duties and obligations under the Purchase Agreement with respect to the Property; and

D. Assignee and Seller desire to modify and amend the Agreement as hereinafter set forth as of the Amendment Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amendment and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, effective on the Amendment Effective Date, the Parties agree as follows:

1. Capitalized Terms; Recitals. Capitalized terms used herein and not otherwise defined have the meanings assigned to them in the Purchase Agreement. The foregoing recitals are true and correct and are hereby incorporated in this Amendment by reference.

2. Assignment and Assumption. Assignor hereby transfers, assigns, and sets over all of its right, title, and interest in, to, and under the Purchase Agreement to Assignee, including without limitation, Assignor's interest in the Earnest Money. Assignee hereby accepts such assignment of the Purchase Agreement and assumes all liabilities and obligations of Assignor under the Purchase Agreement accruing on and after the Amendment Effective Date and agrees to be bound by and perform the obligations of Assignor under the Purchase Agreement accruing on and after the Amendment Effective Date.

3. Extension of Closing Date. The Closing Date, as defined in Section I.1 of the Purchase Agreement, is hereby extended thirty (30) days from the Amendment Effective Date, or such earlier date as is mutually acceptable to the Assignee and Seller. Notwithstanding the foregoing, the Assignee and Seller agree to cooperate in good faith and use commercially reasonable efforts to complete the Closing on or around November 7, 2025.

4. Successors and Assigns. The provisions of this Amendment shall apply to, bind and inure to the benefit of the Parties and their respective successors and assigns.

5. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The Parties agree that signatures transmitted by electronic means such as DocuSign or scanned and emailed shall have the legal effect of original signatures.

6. No Modification of Purchase Agreement. Except as expressly set forth herein, this Amendment does not amend or otherwise modify or limit any of the provisions of the Purchase Agreement.

7. Choice of Law. Construction and interpretation of this Amendment shall be governed by the laws of the State of Indiana.

8. Authority. Each Party hereby represents to the other that it has full power and authority to execute, deliver and perform its obligations hereunder.

[Remainder of this page intentionally left blank; signature pages to follow.]

IN WITNESS WHEREOF, this Amendment has been executed by Assignor as of the Amendment Effective Date.

ASSIGNOR:

NEW HAVEN SPARK, INC., an Indiana nonprofit corporation

By: ____________________________________
Randy Price, President

[Signatures continue on following pages]

IN WITNESS WHEREOF, this Amendment has been executed by Assignee as of the Amendment Effective Date.

ASSIGNEE:

CITY OF NEW HAVEN, INDIANA

By: ___________________________________
Steven S. McMichael, Mayor

ATTEST:

By: ________________________________
Angela Hamrick, Clerk-Treasurer

[Signatures continue on following page]

IN WITNESS WHEREOF, this Amendment has been executed by Seller as of the Amendment Effective Date.

SELLER:

By: _______________________________
Julio Lozano Fuentes

By: _______________________________
Jose M. Lozano Fuentes

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is entered into as of the Effective Date (as hereinafter described) by and among the CITY OF NEW HAVEN, INDIANA ("**Buyer**"), and JULIO LOZANO FUENTES and JOSE M. LOZANO FUENTES (collectively, "**Seller**"). In consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

I.
BASIC INFORMATION

1.1 **Certain Basic Terms.** The following defined terms shall have the meanings set forth below:

(a) **Subject of the Purchase and Sale**: Buyer shall purchase and Seller shall sell certain real property located in Allen County, Indiana, as more particularly described on **Exhibit A** attached hereto and incorporated herein (the "**Land**"), together with all rights, privileges, interests, servitudes, easements, buildings, fixtures, improvements, and appurtenances belonging or in any way pertaining thereto (collectively, the "**Property**").

(b) **Purchase Price**: The purchase price for the Property will be nine hundred thousand and 00/100 Dollars ($900,000.00), subject to such credits and adjustments as set forth elsewhere herein.

(c) **Earnest Money**: Fifty Thousand and 00/100 Dollars ($50,000.00) which sum shall be deposited in a non-interest bearing account in accordance with Section 2.2 below.

(d) **Title Company**: Metropolitan Title of Indiana, LLC
Chad Eldridge
9604 Coldwater Road, Suite 105
Fort Wayne, Indiana 46825
celdridge@metroci.com
(260) 497-9469

(e) **Effective Date**: The date on which this Agreement is executed by the latter of Buyer or Seller as indicated by the dates on their respective signature page(s) of this Agreement.

(f) **Closing Date**: The Closing shall take place on that date that is thirty (30) days after the expiration of the Due Diligence Period, or such earlier date as is mutually acceptable to the parties.

(g) **Closing Costs**: Closing costs shall be allocated and paid as follows:

Cost	Responsible Party
Costs of the Title Commitment	Seller
Premium for standard form of owner's title policy to be delivered at Closing in the amount of the Purchase Price	Seller
Premium for any additional title coverage and/or any endorsements to the title policy	Seller
Costs of the Survey	Seller
Recording Fees for deed and mortgage lien release documents, if any	Seller
Any escrow fee charged by Title Company for holding the Earnest Money or conducting the Closing	Buyer ½ Seller ½
Real Estate Sales commission (if any)	Seller
All other costs, fees and expenses, including attorneys' fees incurred by or on behalf of such party	Buyer and Seller are each responsible for their own

1.2 **Notice Addresses.**

If to Buyer:

City of New Haven, Indiana
815 Lincoln Highway East
New Haven, IN 46774

With a copy to:

Pone Vongphachanh
815 Lincoln Highway East
New Haven, IN 46774
Email: pone@newhaven.in.gov

Maxwell Adams
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, IN 46204
Email: max.adams@btlaw.com

Chad Voglewede
Bradley Company
127 West Wayne Street, Suite 400
Fort Wayne, IN 46802
Email: cvoglewede@bradleyco.com

If to Seller:

Julio Fuentes
3103 E Olivo Ave
Hidalgo, TX, 78657
[ ]
[ ]
Email:lore0873@gmail.com

With a copy to: James Jamicich Jr
Xplor Commercial Real Estate
127 W Berry St, Suite 700
Fort Wayne, IN, 46802
Email: jjamicich@xplorcommercial.com

II.
PURCHASE PRICE

2.1 **Purchase Price**. Buyer shall pay to the Seller the Purchase Price to Seller at Closing by wire transfer of immediately available funds.

2.2 **Earnest Money**. Seller shall open an escrow with the Title Company no later than five (5) days following the Effective Date of this Agreement. Buyer shall deposit the Earnest Money in escrow with the Title Company within five (5) days following the establishment of the escrow (the "**Earnest Money**"). The Earnest Money shall be applied to the Purchase Price at Closing or returned to Buyer, as applicable, on the following terms. If the sale of the Property is consummated pursuant to the terms of this Agreement, the Earnest Money shall be paid by Title Company to Seller at Closing and applied as a credit to Buyer's account for payment of the Purchase Price. In the event that Buyer elects, at Buyer's discretion, to terminate this Agreement, the Earnest Money shall be promptly returned by Title Company to Buyer, and Buyer shall have no further obligations hereunder, except those expressly surviving termination.

III.
CLOSING

3.1 **Closing**. The closing of the transaction contemplated herein (the "**Closing**") shall be held on or before the Closing Date. The Closing shall be held in escrow through the office of the Title Company, or at such other location as may be acceptable to both parties in accordance with the following:

(a) **Seller's Closing Documents**. On the Closing Date, so long as Buyer is not in default hereunder, Seller shall cause to be delivered to the Title Company the following items, documents and instruments in the form specified herein, each being duly executed and acknowledged, and in recordable form, where required:

(i) A Limited Warranty Deed (the "**Deed**") conveying title to the record description of the Land to Buyer subject only to the Permitted Exceptions (as hereinafter defined).

(ii) A vendor's affidavit sufficient for the Title Company to delete the standard exceptions for non-survey matters from the Buyer's title policy.

(iii) An affidavit stating that Julio Lozano Fuentes is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986.

(iv) An affidavit stating that Jose M. Lozano Fuentes is a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986.

(v) Counterpart of a closing statement (the "**Closing Statement**") summarizing all adjustments in respect of the Purchase Price made at the Closing.

(vi) Counterpart of a Disclosure of Sales Information Form as required by Ind. Code § 6-1.1-5.5 ("**Sales Disclosure**").

(vii) Any other documents reasonably required by the Title Company or Buyer to consummate and evidence the transaction contemplated hereby.

(b) **Buyer's Closing Documents**. At the Closing, the Buyer shall cause to be delivered to Seller or the Title Company:

(i) The Purchase Price, less the Earnest Money already deposited, in immediately available funds, as otherwise adjusted for the amounts and credits set forth herein.

(ii) A counterpart of the Closing Statement and the Sales Disclosure.

(iii) Any other documents reasonably required by the Title Company to consummate and evidence the transaction contemplated hereby.

3.2 **Possession**. Possession of the Property shall be delivered to Buyer at Closing, subject to the Permitted Exceptions. Subject to the representations and warranties of Seller set forth in this Agreement and any document delivered by Seller at Closing, the Property will be delivered at Closing in its "as-is" condition.

3.3 **Condition to Closing**. Buyer's obligation to purchase the Property shall be subject to there being no material adverse changes in the Property or any of the items approved by Buyer during the Due Diligence Period. In addition, Buyer's obligation to purchase the Property shall be subject to completion of all governmental approvals required by law, including without limitation the following: (a) all government approvals for the acquisition of the Property by the Buyer; and (b) approval by the Board of Public Works and Safety of the City of New Haven, Indiana, as the purchasing agent of the Buyer, of the Purchase Price and this Agreement. In the event Buyer is unable to satisfy the foregoing conditions on or before the Closing Date, then Buyer may terminate this Agreement by written notice to Seller.

IV.
BUYER'S INSPECTIONS

4.1 **Due Diligence Period**. Buyer shall have until that date which is sixty (60) days following the Effective Date (such period being the "**Due Diligence Period**"), for Buyer and Buyer's agents and designees to enter upon the Property at reasonable times for the purposes of inspecting the Property, and making such surveys, soil tests, engineering studies and other investigations and inspections as Buyer may reasonably desire to assess the condition of the Property; provided, however, that Buyer shall conduct such activities in a manner that will not harm or damage the Property and agrees to restore the Property substantially to its condition prior to any such activities immediately after conducting the same. Prior to the expiration of the Due Diligence Period, if, for any reason whatsoever, Buyer determines that the Property is not satisfactory, then Buyer may terminate this Agreement by delivering notice of such termination to Seller. In the event of such termination, the Earnest Money shall be returned to Buyer, and thereafter no party shall have any further rights, claims or liabilities hereunder, except for those that expressly survive the termination of this Agreement. If Buyer fails to give such notice of termination as aforesaid, Buyer shall be deemed to have waived its rights under this Section, and this Agreement shall remain in full force and effect.

4.2 **Seller's Information**. Within five (5) business days following the Effective Date, Seller shall deliver to Buyer copies of the following items relative to the Property (to the extent such items are in Seller's possession): leases, licenses or other agreements permitting any party to possess, occupy or enter into all or any portion of the Property; documentation regarding water, sanitary sewer, gas and other utilities serving the Property; environmental audit or engineering reports; soil compaction and composition reports; documentation of existence of any delineated wetlands or lack thereof; any existing title commitments or title insurance policies; tax bills affecting the Property (or any portion thereof) for the past three years; any permits affecting the Property; evidence of zoning and any conditions of development imposed upon the Property; existing boundary, topography, or other surveys; and the Underlying Contracts (collectively, the "**Seller Information**").

4.3 **Title and Survey**. Within three (3) days of the Effective Date, Seller shall order and promptly furnish to Buyer a preliminary title commitment for an ALTA owner's policy of title insurance with respect to the Property from the Title Company, together with complete and legible copies of all instruments and documents referred to as exceptions to title (the "**Title Commitment**"). In addition to any surveys of the Property in Seller's possession at the time of Effective Date, Seller shall, within three (3) days of the Effective Date, order and promptly deliver to Buyer an ALTA/ACSM land title survey of the Property from a licensed surveyor chosen by Buyer (the "**Survey**") at Seller's sole cost. Seller shall convey good, marketable and insurable fee simple title to the Property to Buyer, free and clear of all liens and encumbrances, subject only to the Permitted (i) the lien of taxes not yet due and payable, (ii) all matters revealed by the Title Commitment or the Survey, if any, and waived or not timely objected to by Buyer pursuant to this Section 4.3, and (iii) any other matters of title to which Buyer shall expressly consent in writing (the "**Permitted Exceptions**"). Upon the later of (i) the expiration of the Due Diligence Period or (ii) twenty (20) business days following Buyer's receipt of the Title Commitment and Survey, Buyer may provide Seller notice of any matters revealed by the Title Commitment or Survey which adversely affect the Property and as to which Buyer reasonably objects (the "**Objection Notice**"). Seller shall respond to the Objection Notice within ten (10) days thereof indicating whether Seller agrees to cure such objections (the "**Seller's Response**"). In the event Seller's Response indicates that Seller is unwilling or unable to cure any objections, then Buyer may, in its discretion, within five (5) days of the date of Seller's Response, terminate this Agreement. In the event of such termination, the Earnest Money shall be returned to Buyer, and thereafter no party shall have any further rights, claims or liabilities hereunder, except for those that expressly survive the termination of this Agreement. Notwithstanding the foregoing, Seller agrees to cure any monetary encumbrances of the Property (e.g. mortgages and mechanics' liens) at or prior to Closing, and in no event shall any monetary encumbrances constitute Permitted Exceptions.

V.
CONDEMNATION AND CASUALTY

5.1 **Condemnation and Casualty**. If, prior to the Closing, a material portion of the Property is damaged by a casualty or is destroyed, or is taken under power of eminent domain, then Seller shall promptly give to Buyer written notice thereof ("**Seller's Notice**") and Buyer shall be entitled, as its sole remedy, to terminate this Agreement upon written notice given to Seller within ten (10) days of Buyer's receipt of Seller's Notice. In the event that Buyer does not terminate this Agreement pursuant to the immediately preceding sentence or the damage does not involve a material portion of the Property, Buyer shall close this transaction on the date and at the Purchase Price herein agreed, and Seller will assign to Buyer Seller's right in and to any insurance proceeds payable in connection with the casualty or Seller's portion of any condemnation award, as the case may be, up to the amount of the Purchase Price. For purposes of this Section 5.1, a "material portion" of the Property shall mean that portion which, if destroyed, taken or condemned, would (i) eliminate access to any portion of the remainder to which access is available as of the Effective Date, or (ii) cause any material non-compliance with any applicable law, ordinance, rule or regulation of any federal, state or local authority or governmental agency having jurisdiction over the Land.

VI.
REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 **Representations and Warranties**. Seller represents and warrants to Buyer as follows:

(a) Seller has full power and authority to enter into this Agreement and to perform its obligations hereunder in accordance with the terms hereof. The individual who has executed this Agreement on behalf of Seller as Seller's Attorney in Fact has been duly authorized to do so.

(b) Julio Lozano Fuentes is not a "foreign person" under the Foreign Investment in Real Property Tax Act.

(c) Jose M. Lozano Fuentes is a "foreign person" under the Foreign Investment in Real Property Tax Act.

(d) There is no agreement to which Seller is a party or by which to Seller's knowledge Seller is bound that is in conflict with this Agreement. Seller is the sole owner of the Property, and no party other than Seller has or claims any unrecorded or undisclosed legal or equitable interest therein. No person or entity has a lease, license, or other right to use the Property.

(e) There are no agreements, rights of first refusal, leases, rights of first offer, options or other instruments or agreements in effect with respect to the Property.

(f) Seller has not received any notice of pending or threatened claims, condemnations, planned public improvements, annexation, special assessments, rezoning or other adverse claims affecting the Property.

(g) Seller represents and warrants that neither Seller nor, to the best of Seller's knowledge, any previous owner of the Property has used, generated, stored, released or disposed of any Hazardous Substances, as hereinafter defined, on the Property. Seller shall comply with all laws, governmental standards and regulations applicable to Seller and/or to the Property in connection with occupational, health and safety Hazardous Substances and environmental matters prior to Closing. No notification of release of a Hazardous Substance has been filed as to the Property, and Seller shall promptly notify Buyer of Seller's receipt of any notice of any violation of any such law, standards or regulations. As used herein, the term "**Hazardous Substances**" means any toxic or hazardous waste or substances, including, without limitation, asbestos, PCBs, petroleum, substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 1802 et seq., The Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. Section 2601 et seq., or any other applicable local, state or federal environmental statutes.

(h) There is no litigation, proceeding or investigation pending or, to Seller's knowledge, threatened against or involving Seller or the Property, and Seller does not know or have reason to know of any grounds for any such litigation, proceeding or investigation, which could have an adverse impact on Buyer, Seller or Seller's title to or use of the Property, either before or after Closing.

(i) There are no agreements, obligations, or other rights of third parties related to the Property.

(j) Except as may be specifically provided for herein, or as specifically assumed by Buyer, Buyer shall not assume nor be responsible in any way for any liabilities of Seller, whether arising out of the performance of services by Seller, the use of the Property by Seller or otherwise.

6.2 **Representations and Warranties**. Each of the warranties set forth in Section 6.1 shall survive the Closing for a period of one (1) year and except to the extent waived or modified in writing at or before Closing shall be deemed confirmed on the date of Closing.

VII.
COMMISSIONS/EXPENSES

7.1 **Brokerage Fees**. Each party represents and warrants to the other that it has dealt with no broker, finder or other person with respect to this Agreement contemplated for the purchase and sale of the Property, other than for Chad Voglewede of Bradley Company ("**Buyer's Broker**") and James Jamicich, JR of Xplor ("**Seller's Broker**"), which shall each be entitled to a three percent (3%) commission payable at Closing. The parties represent and warrant to each other that no other broker will be entitled to a commission with regard to this transaction. The parties agree to indemnify each other from and against any claims related to its breach of the foregoing representation.

7.2 **Real Estate Taxes**. Buyer assumes and agrees to pay all assessments for municipal improvements, if any, becoming a lien after Closing and so much of the real estate taxes and other taxes assessed for and becoming a lien during the calendar year in which Closing occurs as shall be allocable to it on or after Closing and Seller shall pay the balance of such taxes and assessments. Seller shall pay prior to or at Closing any applicable gross income tax and all taxes which are due and payable at or prior to Closing. Any real estate taxes or assessments not assumed by Buyer and which are not due and payable at the time of Closing shall be allowed to Buyer as a credit against the cash payment required at Closing, and Seller shall not be further liable for such taxes.

VIII.
DEFAULT AND REMEDIES

8.1 **Buyer's Defaults**. If Buyer fails to perform its obligations pursuant to this Agreement at or prior to Closing for any reason except for Seller's breach hereof and fails to correct such failure within five (5) business days of written notice given by Seller, Seller shall be entitled, as its sole remedy (whether at law or in equity), to terminate this Agreement in full satisfaction of claims against Buyer hereunder.

8.2 **Seller's Defaults**. If Seller fails to perform its obligations pursuant to this Agreement at or prior to Closing for any reason except for Buyer's breach hereof and fails to correct such failure within five (5) business days of written notice given by Buyer, or if prior to Closing Buyer discovers any one or more of Seller's representations, warranties, or covenants are breached in any material respect, Buyer shall elect, as its sole right and remedy (whether at law or in equity), either to (i) terminate this Agreement by giving Seller timely written notice of such election prior to or at Closing, or (ii) waive said failure or breach and proceed to Closing.

8.3 **Attorneys' Fees**. In the event either party hereto employs an attorney in connection with claims by one party against the other arising from the operation of this Agreement, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses, including attorneys' fees, incurred in connection with such transaction.

8.4 **Survival**. The provisions of this **Article VIII** and any indemnities set forth in this Agreement shall survive the termination of this Agreement.

IX.
NOTICES

9.1 **Notices**. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be given and deemed to be delivered and/or received (a) the date when sent if sent by email on a business day (otherwise delivery shall be deemed on the next succeeding business day) and so long as a duplicate copy is sent the same day by overnight delivery; (b) upon receipt if hand delivered; (c) the following business day after being sent by overnight delivery by a recognized overnight courier service; or (d) three (3) business days after deposit of such notice in registered or certified mail, return receipt requested, addressed to the parties as set forth in Section 1.2. The addresses and addressees for the purpose of this article may be changed by either party by giving notice of such change to the other party in the manner provided herein for giving notice. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last address and addressee stated herein shall be deemed to continue in effect for all purposes.

X.
ESCROW INSTRUCTIONS

10.1 **Supplemental Escrow Instructions**. No later than five (5) days of execution of this Agreement, Seller shall deliver an executed counterpart of this Agreement to the Title Company to serve as the instructions to the Title Company as the Earnest Money escrow holder for consummation of the transaction contemplated herein. Seller and Buyer agree to execute such additional and supplementary reasonable escrow instructions as may be appropriate to enable the Title Company to comply with the terms of this Agreement, provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall prevail.

XI.
MISCELLANEOUS

11.1 **No Modifications; Merger**. This Agreement, together with the exhibits attached hereto, all of which are incorporated by reference, is the entire agreement between the parties with respect to the subject matter hereof, and no alteration or modification hereof shall be binding unless in writing and signed by both parties. All representations, warranties and covenants contained herein shall be deemed to be merged into the deed to be delivered by Seller to Buyer hereunder.

11.2 **Invalidity**. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

11.3 **Governing Law**. This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana.

11.4 **Assignment**. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Buyer and Seller and their respective legal representatives, successors and permitted assigns. Seller shall not assign this Agreement, in whole or in part, without the prior written approval of Buyer, which consent may be withheld in Buyer's sole discretion. Buyer may assign this Agreement in whole, without the prior written approval of Seller, provided that any such assignee shall assume all of the duties, obligations and liabilities of Buyer under this Agreement.

11.5 **Confidentiality**. Seller shall make no public disclosure of the terms of this transaction without the prior written consent of Buyer unless legally compelled to do so (by deposition, interrogatory, request for documents, subpoena, civil investigation or demand or similar process or by law), except that Seller may discuss the transaction in confidence with its members, attorneys, lenders, representatives, agents, contractors, proposed joint ventures, or prospective mortgagees.

11.6 **Captions**. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions.

11.7 **No Partnership**. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between Buyer and Seller or their successors in interest; and the obligations of Buyer hereunder are joint and several.

11.8 **No Recordation**. Buyer and Seller agree not to record this Agreement or any memorandum hereof.

11.9 **Time Periods**. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

11.10 **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange facsimile or electronic counterparts (.pdf format) of the signature pages, provided that executed originals thereof are forwarded to the other party on the same day.

11.11 **Waiver of Jury Trial**. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE PROPERTY, THE CONVEYANCE INSTRUMENT OR ANY OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH, OR IN RESPECT OF ANY COURSE OF CONDUCT, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS TRANSACTION AND SHALL SURVIVE THE CLOSING OR THE TERMINATION OF THIS AGREEMENT.

[*remainder of page intentionally blank; signature pages to follow*]

EXECUTED by Seller the _____ day of ___________, 2025.

SELLER:

By: ________________________________
Julio Lozano Fuentes

By: ________________________________
Jose M. Lozano Fuentes

EXECUTED by Buyer the _____ day of ___________, 2025.

CITY OF NEW HAVEN, INDIANA

By: ___________________________________
Steven S. McMichael, Mayor

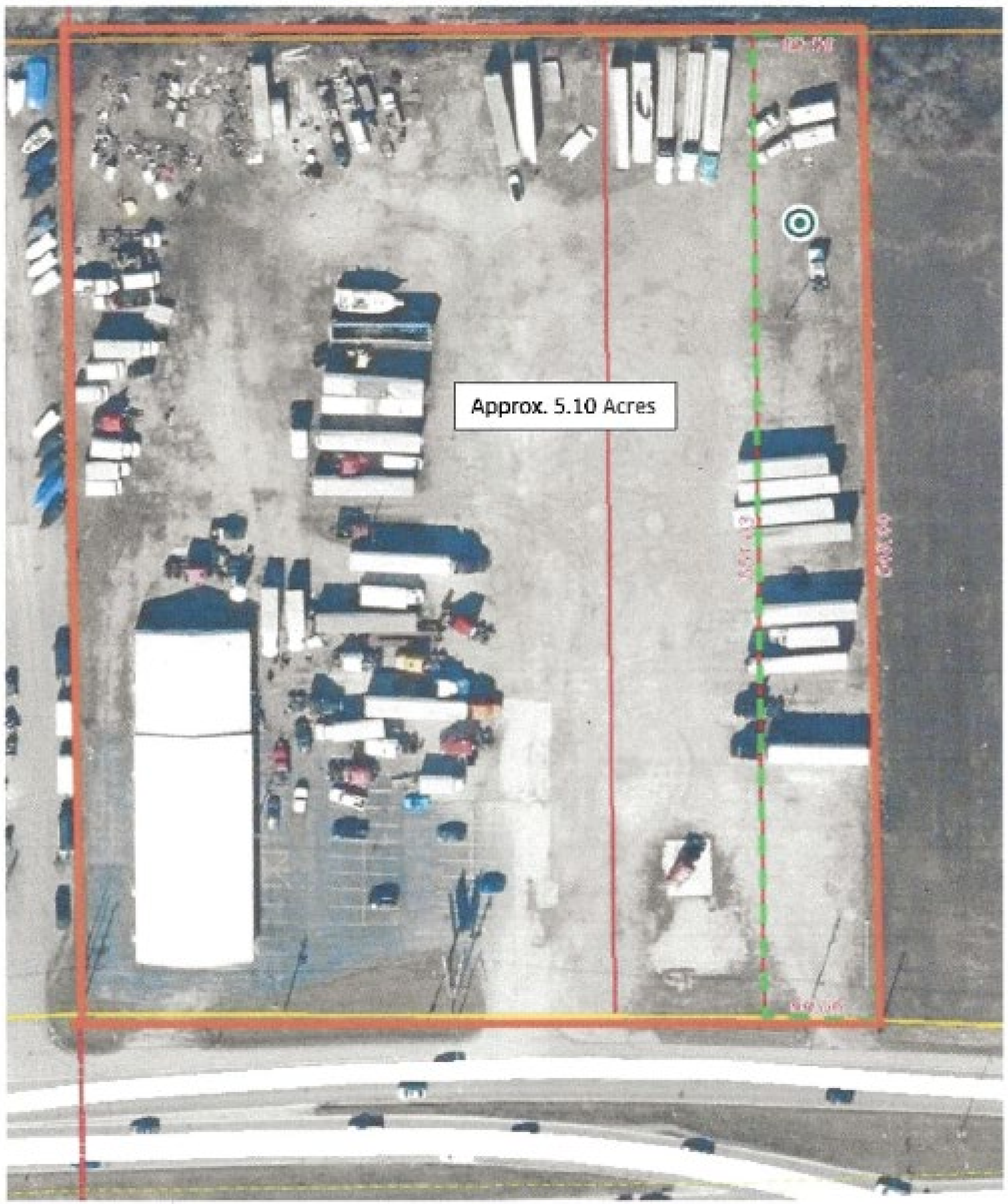
ATTEST:

By: ___________________________________
Angela Hamrick, Clerk-Treasurer

EXHIBIT A
LEGAL DESCRIPTION

The Property is described as follows:

Certain real property located in Allen County, Indiana, commonly known as 620 LINCOLN HWY W NEW HAVEN, IN 46774 and having Parcel Numbers 02-13-11- 151-001.000-041 & 02-13-11-151-002.000-041 & 02-13-11-151-003.001-041, together with all tenements, hereditaments, privileges, appurtenances, improvements, and fixtures belonging thereto, as more generally depicted below.



DMS 41531742.4

RESOLUTION NO. ________

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF NEW HAVEN, INDIANA EXPRESSING INTEREST IN THE PURCHASE OF REAL ESTATE LOCATED ALONG THE 400 BLOCK OF WEST LINCOLN HIGHWAY AND CERTAIN MATTERS RELATED THERETO

(*Isenbarger Property*)

WHEREAS, the Board of Public Works and Safety (the "Board") of the City of New Haven, Indiana (the "City"), acting as purchasing agent of the City, has given consideration to purchasing certain real estate from Bob Isenbarger and the Estate of Elizabeth A. Isenbarger (the "Sellers") as set forth in Exhibit A attached hereto (the "Real Estate"); and

WHEREAS, the Board adopted Resolution R-25-6 expressing interest in purchasing the Real Estate and appointing two (2) appraisers to appraise the fair market value of the Real Estate on October 7, 2025; and

WHEREAS, the Board adopted a resolution on November 4, 2025, approving a form of Purchase and Sale Agreement (the "Purchase Agreement") for the Real Estate; and

WHEREAS, the Board transmitted copies of the two (2) appraisals of the Real Estate to the Common Council of the City (the "Common Council") pursuant to § 36-1-10.5-5(4); and

WHEREAS, pursuant to Ind. Code § 36-1-10.5-5, prior to purchasing the Real Estate, the City Common Council (the "Common Council"), as the fiscal body of the City, must adopt a resolution expressing interest in purchasing the Real Estate prior to the purchase transaction; and

WHEREAS, the Common Council now desires to express its interest in purchasing the Real Estate; and

WHEREAS, the Common Council now desires to approve the form of the Purchase and Sale Agreement as set forth in Exhibit B attached hereto (the "Purchase Agreement"), which was previously approved by the Board.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of New Haven, Indiana, that:

1. The Common Council hereby expresses its interest in purchasing the Real Estate.

2. The Common Council hereby approves the Purchase Agreement.

3. Any member of the Council or officer, employee, agent, or elected official of the City be, and hereby is, authorized and directed to take any action and execute any documents, agreements, and certificates as such member or officer deems necessary and desirable to effectuate the foregoing resolutions, and any such actions, documents, agreements, and certificates heretofore taken or executed be, and hereby are, ratified and approved.

4. This resolution shall be in full force and effect from and after its adoption.

*****

Adopted this _____ day of November, 2025.

COMMON COUNCIL OF THE CITY OF
NEW HAVEN, INDIANA

____

____

____

____

____

____

____

____

Clerk-Treasurer

EXHIBIT A

Description of Property

The Property is described as follows:

Certain real property located in Allen County, Indiana, commonly known as 436 WEST LINCOLN HIGHWAY, NEW HAVEN, IN 46774 and having Parcel Numbers 02-13-11-151-005.000-041, 02-13-11-151-006.000-041, 02-13-11-151-003.000-041, and 02-13-11-151-004.000-041, together with all tenements, hereditaments, privileges, appurtenances, improvements, and fixtures belonging thereto, as more generally depicted below.

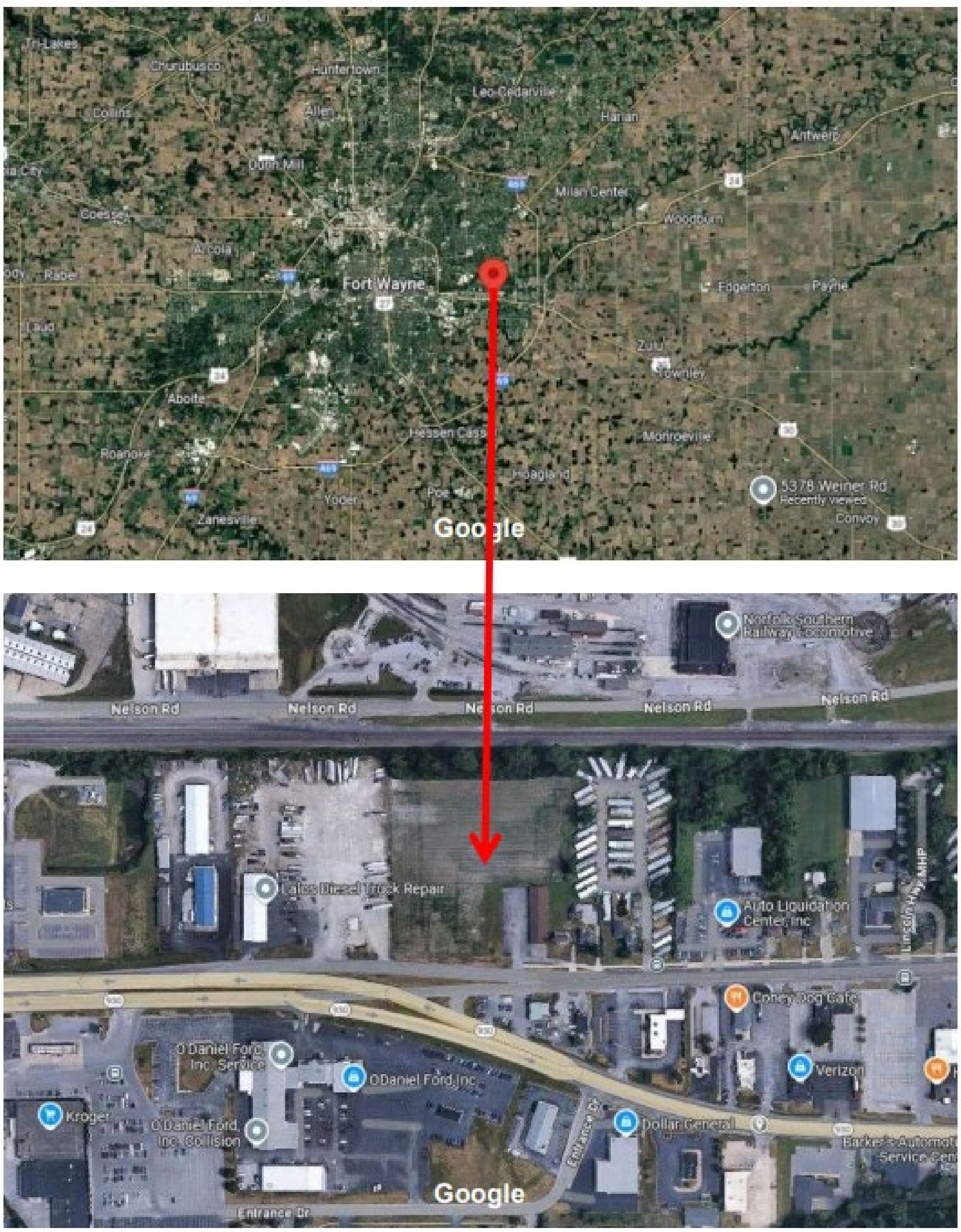


EXHIBIT B

Purchase and Sale Agreement

The Purchase Agreement is set forth on the immediately following page.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is entered into as of the Effective Date (as hereinafter described) by and between the CITY OF NEW HAVEN, INDIANA ("**Purchaser**"), and THE ESTATE OF ELIZABETH A. ISENBARGER, by and through LISA M. ROWDABAUGH and ELAINE A. CASTERLINE, her co-Personal Representatives, ROBERT ISENBARGER, BRADLEY KOHRMAN, and TIMOTHY GREMAUX (collectively, the "**Sellers**"). In consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

I.
BASIC INFORMATION

1.1 **Certain Basic Terms.** The following defined terms shall have the meanings set forth below:

(a) **Subject of the Purchase and Sale**: Purchaser shall purchase and Sellers shall sell certain real property located in Allen County, Indiana, as more particularly described on **Exhibit A** attached hereto and incorporated herein (the "**Land**"), together with all rights, privileges, interests, servitudes, easements, buildings, fixtures, improvements, and appurtenances belonging or in any way pertaining thereto (collectively, the "**Property**").

(b) **Purchase Price**: The purchase price for the Property will be NINE HUNDRED FORTY-FIVE THOUSAND and 00/100 DOLLARS ($945,000.00), subject to such credits and adjustments as set forth elsewhere herein.

(c) **Title Company**: Metropolitan Title of Indiana, LLC
Chad Eldridge
9604 Coldwater Road, Suite 105
Fort Wayne, Indiana 46825
celdridge@metrotci.com
(260) 497-9469

(d) **Effective Date**: The date on which this Agreement is executed by the latter of Purchaser or Sellers as indicated by the dates on their respective signature page(s) of this Agreement.

(e) **Closing Date**: The Closing shall take place on that date that is sixty (60) days after the Effective Date, or such earlier date as is mutually acceptable to the parties.

(f) **Closing Costs**: Closing costs shall be allocated and paid as follows:

Cost	**Responsible Party**
Costs of the Title Commitment	Purchaser
Premium for standard form of owner's title policy to be delivered at Closing in the amount of the Purchase Price	Purchaser
Premium for any additional title coverage and/or any endorsements to the title policy	Purchaser
Costs of the Survey	N/A
Recording Fees for deed and mortgage lien release documents, if any	Sellers

Any escrow fee charged by Title Company for conducting the Closing	Purchaser ½ Sellers ½
Real Estate Sales commission (if any)	N/A
All other costs, fees and expenses, including attorneys' fees incurred by or on behalf of such party	Purchaser and Sellers are each responsible for their own

1.2 **Notice Addresses.**

If to Purchaser:

City of New Haven
815 Lincoln Highway East
New Haven, IN 46774
Attn: Angela Hamrick, Clerk-Treasurer

With a copy to:

Pone Vongphachanh
815 Lincoln Highway East
New Haven, IN 46774
Email: pone@newhaven.in.gov

Maxwell Adams
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, IN 46204
Email: max.adams@btlaw.com

If to Sellers:

The Estate of Elizabeth A. Isenbarger, by and through
Lisa M. Rowdabaugh and Elaine A. Casterline,
co-Personal Representatives
17231 Poe Road
Ossian, IN 46774
Email: lmrowdy14@aol.com
Email: kirlaine24@yahoo.com

Bob Isenbarger
1027 Straford Road
New Haven, IN 46774
Email: bisenbarger@msn.com

Bradley Kohrman
11406 Moeller Road
New Haven, IN 46774
Email: bjkohrman2239@aol.com

Timothy Gremaux
29824 Westfield Street
Livonia, MI 48150
Email: tgremaux45@sbcglobal.net

II.
PURCHASE PRICE

2.1 **Purchase Price**. Purchaser shall pay to the Sellers the Purchase Price at Closing by wire transfer of immediately available funds.

III.
CLOSING

3.1 **Closing**. The closing of the transaction contemplated herein (the "**Closing**") shall be held on or before the Closing Date. The Closing shall be held in escrow through the office of the Title Company, or at such other location as may be acceptable to both parties in accordance with the following:

(a) **Sellers' Closing Documents**. On the Closing Date, so long as Purchaser is not in default hereunder, Sellers shall cause to be delivered to the Title Company the following items, documents and instruments in the form specified herein, each being duly executed and acknowledged, and in recordable form, where required:

(i) A Limited Warranty Deed (the "**Deed**") conveying title to the record description of the Land to Purchaser subject only to the Permitted Exceptions (as hereinafter defined).

(ii) A vendor's affidavit sufficient for the Title Company to delete the standard exceptions for non-survey matters from the Purchaser's title policy.

(iii) Affidavits stating that Sellers are not "foreign persons" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986.

(iv) Counterpart of a general assignment and bill of sale ("**General Assignment**") conveying any and all personal property to Purchaser.

(v) Counterpart of a closing statement (the "**Closing Statement**") summarizing all adjustments in respect of the Purchase Price made at the Closing.

(vi) Counterpart of a Disclosure of Sales Information Form as required by Ind. Code § 6-1.1-5.5 ("**Sales Disclosure**").

(vii) Any other documents reasonably required by the Title Company or Purchaser to consummate and evidence the transaction contemplated hereby.

(b) **Purchaser's Closing Documents**. At the Closing, the Purchaser shall cause to be delivered to Sellers or the Title Company:

(i) The Purchase Price in immediately available funds, as otherwise adjusted for the amounts and credits set forth herein.

(ii) A counterpart of the Closing Statement, General Assignment, and Sales Disclosure.

(iii) Any other documents reasonably required by the Title Company to consummate and evidence the transaction contemplated hereby.

3.2 **Possession**. Possession of the Property shall be delivered to Purchaser at Closing, subject to the Permitted Exceptions. Subject to the representations and warranties of Sellers set forth in this Agreement and any document delivered by Sellers at Closing, the Property will be delivered at Closing in its "as-is" condition.

3.3 **Condition to Closing**. Purchaser's obligation to purchase the Property shall be subject to there being no material adverse changes in the Property or any of the items approved by Purchaser during the Due Diligence Period. In addition, Purchaser's obligation to purchase the Property shall be subject to completion of all governmental approvals required by law, including without limitation the following: (a) all government approvals for the acquisition of the Property by the Purchaser; and (b) approval by the Board of Public Works and Safety of the City of New Haven, Indiana, as the purchasing agent of the Purchaser, of the Purchase Price and this Agreement. In the event Purchaser is unable to satisfy the foregoing conditions on or before the Closing Date, then Purchaser may terminate this Agreement by written notice to Sellers.

IV.
PURCHASER'S INSPECTIONS

4.1 **Inspection Period**. Purchaser shall have until that date which is sixty (60) days following the Effective Date (such period being the "**Inspection Period**"), for Purchaser and Purchaser's agents and designees to enter upon the Property at reasonable times for the purposes of inspecting the Property, and making such surveys, soil tests, engineering studies and other investigations and inspections as Purchaser may reasonably desire to assess the condition of the Property; provided, however, that Purchaser shall conduct such activities in a manner that will not harm or damage the Property and agrees to restore the Property substantially to its condition prior to any such activities immediately after conducting the same. Prior to the expiration of the Inspection Period, if, for any reason whatsoever, Purchaser determines that the Property is not satisfactory, then Purchaser may terminate this Agreement by delivering notice of such termination to Sellers. If Purchaser fails to give such notice of termination as aforesaid, Purchaser shall be deemed to have waived its rights under this Section, and this Agreement shall remain in full force and effect.

4.2 **Sellers' Information**. Within two (2) business days following the Effective Date, Sellers shall deliver to Purchaser copies of the following items relative to the Property (to the extent such items are in Sellers' possession): leases, licenses or other agreements permitting any party to possess, occupy or enter into all or any portion of the Property; documentation regarding water, sanitary sewer, gas and other utilities serving the Property; environmental audit or engineering reports; soil compaction and composition reports; documentation of existence of any delineated wetlands or lack thereof; any existing title commitments or title insurance policies; tax bills affecting the Property (or any portion thereof) for the past three years; any permits affecting the Property; evidence of zoning and any conditions of development imposed upon the Property; existing boundary, topography, or other surveys; and the Underlying Contracts (collectively, the "**Sellers Information**").

4.3 **Title and Survey**. Within three (3) days of the Effective Date, Sellers shall order and promptly furnish to Purchaser a preliminary title commitment for an ALTA owner's policy of title insurance with respect to the Property from the Title Company, together with complete and legible copies of all instruments and documents referred to as exceptions to title (the "**Title Commitment**"). In addition to any surveys of the Property in Sellers' possession at the time of Effective Date, Sellers may, within three (3) days of the Effective Date, order and promptly deliver to Purchaser an ALTA/ACSM land title survey of the Property from a reputable licensed surveyor (the "**Survey**") at Sellers' sole cost. Sellers shall convey good, marketable and insurable fee simple title to the Property to Purchaser, free and clear of all liens and encumbrances, subject only to the Permitted (i) the lien of taxes not yet due and payable, (ii) all matters revealed by the Title Commitment or the Survey, if any, and waived or not timely objected to by Purchaser pursuant to this Section 4.3, and (iii) any other matters of title to which Purchaser shall expressly consent in writing (the "**Permitted Exceptions**"). Upon the later of (i) the expiration of the Inspection Period or (ii) five (5) business days following Purchaser's receipt of the Title Commitment and Survey, Purchaser may provide Sellers notice of any matters revealed by the Title Commitment or Survey which adversely affect the Property and as to which Purchaser reasonably objects (the "**Objection Notice**"). Sellers shall respond to the Objection Notice within five (5) days thereof indicating whether Sellers agree to cure such objections (the "**Sellers' Response**"). In the event Sellers' Response indicates that Sellers are unwilling or unable to cure any objections, then Purchaser may, in its discretion, within five (5) days of the date of Sellers' Response, terminate this Agreement. Notwithstanding the foregoing, Sellers agree to cure any monetary encumbrances of the Property (e.g. mortgages and mechanics' liens) at or prior to Closing, and in no event shall any monetary encumbrances constitute Permitted Exceptions.

V.
CONDEMNATION AND CASUALTY

5.1 **Condemnation and Casualty**. If, prior to the Closing, a material portion of the Property is damaged by a casualty or is destroyed, or is taken under power of eminent domain, then Sellers shall promptly give to Purchaser written notice thereof ("**Sellers' Notice**") and Purchaser shall be entitled, as its sole remedy, to terminate this Agreement upon written notice given to Sellers within ten (10) days of Purchaser's receipt of Sellers' Notice. In the event that Purchaser does not terminate this Agreement pursuant to the immediately preceding sentence or the damage does not involve a material portion of the Property, Purchaser shall close this transaction on the date and at the Purchase Price herein agreed, and Sellers will assign to Purchaser Sellers' right in and to any insurance proceeds payable in connection with the casualty or Sellers' portion of any condemnation award, as the case may be, up to the amount of the Purchase Price. For purposes of this Section 5.1, a "material portion" of the Property shall mean that portion which, if destroyed, taken or condemned, would (i) eliminate access to any portion of the remainder to which access is available as of the Effective Date, or (ii) cause any material non-compliance with any applicable law, ordinance, rule or regulation of any federal, state or local authority or governmental agency having jurisdiction over the Land.

VI.
REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 **Representations and Warranties**. Sellers represent and warrant to Purchaser as follows:

(a) Sellers have full power and authority to enter into this Agreement and to perform its obligations hereunder in accordance with the terms hereof. The individuals who have executed this Agreement on behalf of any Seller as that Seller's co-Personal Representative has been duly authorized to do so.

(b) None of the Sellers are a foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Internal Revenue Code and regulations and, therefore, none is not a "foreign person".

(c) There is no agreement to which any Seller is a party or by which to any Seller's knowledge that Seller is bound that is in conflict with this Agreement. Sellers are the sole owners of the Property, and no party other than the Sellers has or claims any unrecorded or undisclosed legal or equitable interest therein. No person or entity has a lease, license, or other right to use the Property.

(d) There are no agreements, rights of first refusal, leases, rights of first offer, options or other instruments or agreements in effect with respect to the Property.

(e) Sellers have not received any notice of pending or threatened claims, condemnations, planned public improvements, annexation, special assessments, rezoning or other adverse claims affecting the Property.

(f) Sellers represent and warrant that neither the Sellers nor, to the best of the Sellers' knowledge, any previous owner of the Property has used, generated, stored, released or disposed of any Hazardous Substances, as hereinafter defined, on the Property. Sellers shall comply with all laws, governmental standards and regulations applicable to Sellers and/or to the Property in connection with occupational, health and safety Hazardous Substances and environmental matters prior to Closing. No notification of release of a Hazardous Substance has been filed as to the Property, and Sellers shall promptly notify Purchaser of Sellers' receipt of any notice of any violation of any such law, standards or regulations. As used herein, the term "**Hazardous Substances**" means any toxic or hazardous waste or substances, including, without limitation, asbestos, PCBs, petroleum, substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 1802 et seq., The Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. Section 2601 et seq., or any other applicable local, state or federal environmental statutes.

(g) There is no litigation, proceeding or investigation pending or, to Sellers' knowledge, threatened against or involving Sellers or the Property, and Sellers do not know or have reason to know of any grounds for any such litigation, proceeding or investigation, which could have an adverse impact on Purchaser, Sellers or Sellers' title to or use of the Property, either before or after Closing.

(h) There are no agreements, obligations, or other rights of third parties related to the Property.

(i) Except as may be specifically provided for herein, or as specifically assumed by Purchaser, Purchaser shall not assume nor be responsible in any way for any liabilities of Sellers, whether arising out of the performance of services by Sellers, the use of the Property by Sellers or otherwise.

6.2 **Representations and Warranties**. Each of the warranties set forth in Section 6.1 shall survive the Closing for a period of one (1) year and except to the extent waived or modified in writing at or before Closing shall be deemed confirmed on the date of Closing.

VII.
COMMISSIONS/EXPENSES

7.1 **Brokerage Fees**. Each party represents and warrants to the other that it has dealt with no broker, finder or other person with respect to this Agreement contemplated for the purchase and sale of the Property. The parties represent and warrant to each other that no broker will be entitled to a commission with regard to this transaction. The parties agree to indemnify each other from and against any claims related to its breach of the foregoing representation.

7.2 **Real Estate Taxes**. Purchaser assumes and agrees to pay all assessments for municipal improvements, if any, becoming a lien after Closing and so much of the real estate taxes and other taxes assessed for and becoming a lien during the calendar year in which Closing occurs as shall be allocable to it on or after Closing and Sellers shall pay the balance of such taxes and assessments. Sellers shall pay prior to or at Closing any applicable gross income tax and all taxes which are due and payable at or prior to Closing. Any real estate taxes or assessments not assumed by Purchaser and which are not due and payable at the time of Closing shall be allowed to Purchaser as a credit against the cash payment required at Closing, and Sellers shall not be further liable for such taxes.

VIII.
DEFAULT AND REMEDIES

8.1 **Purchaser's Defaults**. If Purchaser fails to perform its obligations pursuant to this Agreement at or prior to Closing for any reason except for Sellers' breach hereof and fails to correct such failure within five (5) business days of written notice given by Sellers, Sellers shall be entitled, as its sole remedy (whether at law or in equity), to terminate this Agreement in full satisfaction of claims against Purchaser hereunder.

8.2 **Seller's Defaults**. If Sellers fail to perform their obligations pursuant to this Agreement at or prior to Closing for any reason except for Purchaser's breach hereof and fails to correct such failure within five (5) business days of written notice given by Purchaser, or if prior to Closing Purchaser discovers any one or more of Sellers' representations, warranties, or covenants are breached in any material respect, Purchaser shall elect, as its sole right and remedy (whether at law or in equity), either to (i) terminate this Agreement by giving Sellers timely written notice of such election prior to or at Closing, or (ii) waive said failure or breach and proceed to Closing.

8.3 **Attorneys' Fees**. In the event either party hereto employs an attorney in connection with claims by one party against the other arising from the operation of this Agreement, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses, including attorneys' fees, incurred in connection with such transaction.

8.4 **Escrow Cancellation**. If this Agreement is terminated due to the default of a party, then the defaulting party shall pay any fees or charges due to the Title Company for any escrow cancellation fees or charges and any fees or charges due to the Title Company for preparation and/or cancellation of the Title Commitment.

8.5 **Survival**. The provisions of this **Article VIII** and any indemnities set forth in this Agreement shall survive the termination of this Agreement.

IX.
NOTICES

9.1 **Notices**. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be given and deemed to be delivered and/or received (a) the date when sent if sent by email on a business day (otherwise delivery shall be deemed on the next succeeding business day) and so long as a duplicate copy is sent the same day by overnight delivery; (b) upon receipt if hand delivered; (c) the following business day after being sent by overnight delivery by a recognized overnight courier service; or (d) three (3) business days after deposit of such notice in registered or certified mail, return receipt requested, addressed to the parties as set forth in Section 1.2. The addresses and addressees for the purpose of this article may be changed by either party by giving notice of such change to the other party in the manner provided herein for giving notice. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last address and addressee stated herein shall be deemed to continue in effect for all purposes.

X.
ESCROW INSTRUCTIONS

10.1 **Supplemental Escrow Instructions**. Upon execution of this Agreement, the parties shall deliver an executed counterpart of this Agreement to the Title Company to serve as the instructions to the Title Company for consummation of the transaction contemplated herein. Sellers and Purchaser agree to execute such additional and supplementary escrow instructions as may be appropriate to enable the Title Company to comply with the terms of this Agreement, provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall prevail.

XI.
MISCELLANEOUS

11.1 **No Modifications; Merger**. This Agreement, together with the exhibits attached hereto, all of which are incorporated by reference, is the entire agreement between the parties with respect to the subject matter hereof, and no alteration or modification hereof shall be binding unless in writing and signed by both parties. All representations, warranties and covenants contained herein shall be deemed to be merged into the deed to be delivered by Sellers to Purchaser hereunder.

11.2 **Invalidity**. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

11.3 **Governing Law**. This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana.

11.4 **Assignment**. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Purchaser and Sellers and their respective legal representatives, successors and permitted assigns. Sellers shall not assign this Agreement, in whole or in part, without the prior written approval of Purchaser, which consent may be withheld in Purchaser’s sole discretion. Purchaser may assign this Agreement in whole, without the prior written approval of Sellers, provided that any such assignee shall assume all of the duties, obligations and liabilities of Purchaser under this Agreement.

11.5 **Confidentiality**. Sellers shall make no public disclosure of the terms of this transaction without the prior written consent of Purchaser unless legally compelled to do so (by deposition, interrogatory, request for documents, subpoena, civil investigation or demand or similar process or by law), except that Sellers may discuss the transaction in confidence with its members, attorneys, lenders, representatives, agents, contractors, proposed joint ventures, or prospective mortgagees.

11.6 **Captions**. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions.

11.7 **No Partnership**. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between Purchaser and Sellers or their successors in interest; and the obligations of Purchaser hereunder are joint and several.

11.8 **No Recordation**. Purchaser and Sellers agree not to record this Agreement or any memorandum hereof.

11.9 **Time Periods**. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

11.10 **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange facsimile or electronic counterparts (.pdf format) of the signature pages, provided that executed originals thereof are forwarded to the other party on the same day.

11.11 **Waiver of Jury Trial**. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE PROPERTY, THE CONVEYANCE INSTRUMENT OR ANY OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH, OR IN RESPECT OF ANY COURSE OF CONDUCT, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS TRANSACTION AND SHALL SURVIVE THE CLOSING OR THE TERMINATION OF THIS AGREEMENT.

[*remainder of page intentionally blank; signature pages to follow*]

EXECUTED by Sellers the 24th day of October, 2025.

THE ESTATE OF ELIZABETH A ISENBARGER, by and through her co-Personal Representative LISA M. ROWDABAUGH

By: ______________________________
Name: Lisa M. Rowdabaugh
Title: co-Personal Representative

THE ESTATE OF ELIZABETH A ISENBARGER, by and through her co-Personal Representative ELAINE A. CASTERLINE

By: ______________________________
Name: Elaine A. Casterline
Title: co-Personal Representative

By: ______________________________
Name: Robert Isenbarger

By: ______________________________
Name: Bradley Kohrman

By: ______________________________
Name: Timothy Gremaux

EXECUTED by Purchaser the _____ day of October, 2025.

CITY OF NEW HAVEN, INDIANA

By: ______________________________
Steven S. McMichael, Mayor

ATTEST:

By: ______________________________
Angela Hamrick, Clerk-Treasurer

EXHIBIT A
LEGAL DESCRIPTION

The Property is described as follows:

Parcel 1: 02-13-11-151-005.000-041
Parcel 2: 02-13-11-151-006.000-041
Parcel 3: 02-13-11-151-003.000-041
Parcel 4: 02-13-11-151-004.000-041

(Commonly known as 436 & 440-450 W. Lincoln Highway, New Haven, Indiana 46774)

ORDINANCE NO. Z-25-

AN ORDINANCE amending the zoning map of the New Haven Plan Commission's jurisdictional area.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF NEW HAVEN, INDIANA:

SECTION 1. That the area described as follows is hereby changed from R1; Single Family Residential District & R3; Multifamily Residential District to I2; General Industrial District under the terms of Chapter 157 Title XV of the Code of the City of New Haven, Indiana:

The land referred to in this Commitment, situated In the County of Allen, State of Indiana, is described as follows:

Legal Description of Annexation Territory

Parcels 1, 2, 3, 4: 02-14-06-354-001.000-047, 02-14-06-376-001.000-047, 02-14-07-104-001.000-047, 02-14-07-126-001.000-047, & a portion of 02-14-07-104-002.000-047

PART OF THE SOUTHWEST QUARTER OF SECTION 6, TOGETHER WITH PART OF THE NORTHWEST QUARTER OF SECTION 7, ALL IN TOWNSHIP 30 NORTH, RANGE 14 EAST OF THE SECOND PRINCIPAL MERIDIAN, JEFFERSON TOWNSHIP IN ALLEN COUNTY, INDIANA, BASED ON AN ORIGINAL SURVEY BY BRETT R. MILLER, INDIANA PROFESSIONAL SURVEYOR NUMBER 20300059 OF MILLER LAND SURVEYING, INC., SURVEY NO. 23066965, DATED JULY 27, 2023 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" STEEL REBAR WITH A "TAZIAN" IDENTIFICATION CAP MARKING THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 09 MINUTES 34 SECONDS EAST (INDIANA EAST SPC, 1983 BEARING AND BASIS OF BEARINGS TO FOLLOW), A DISTANCE OF 733.63 FEET (732.62 FEET DEED) ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER TO A 5/8" STEEL REBAR WITH A "MILLER FIRM #0095" IDENTIFICATION CAP AT THE POINT OF INTERSECTION OF SAID SOUTH LINE WITH THE EASTERLY RIGHT-OF-WAY LINE OF LINDEN ROAD, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE NORTH 18 DEGREES 13 MINUTES 15 SECONDS WEST, A DISTANCE OF 300.55 FEET (300.33 FEET DEED) ALONG SAID RIGHT-OF-WAY LINE TO A 5/8" STEEL REBAR WITH A "MILLER FIRM #0095" IDENTIFICATION CAP; THENCE NORTH 31 DEGREES 10 MINUTES 17 SECONDS WEST, A DISTANCE OF 351.71 FEET, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A 5/8" STEEL REBAR WITH A "MILLER FIRM #0095" IDENTIFICATION CAP; THENCE NORTH 29 DEGREES 40 MINUTES 07 SECONDS WEST, A DISTANCE OF 40. 00 FEET, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A 5/8" STEEL REBAR WITH A "MILLER FIRM #0095" IDENTIFICATION CAP ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF EAST U.S. HIGHWAY #24 AS DESCRIBED IN DOCUMENT NUMBER 90-027602 AND DOCUMENT NUMBER 90-027827 IN THE OFFICE OF THE RECORDER OF ALLEN COUNTY, INDIANA; THENCE ALONG SAID SOUTHEASTERLY

RIGHT-OF-WAY LINE THE FOLLOWING SIX COURSES; THENCE NORTH 60 DEGREES 43 MINUTES 23 SECONDS EAST, A DISTANCE OF 120.02 FEET (DEED); THENCE NORTH 84 DEGREES 20 MINUTES 59 SECONDS EAST, A DISTANCE OF 143.08 FEET (DEED); THENCE NORTH 59 DEGREES 39 MINUTES 30 SECONDS EAST, A DISTANCE OF287.63 FEET (287.65 FEET DEED) TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A Radius OF 3036.79 FEET . (DEED); THENCE NORTHEASTERLY ALONG SAID CURVE AND SAID SOUTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 694.32 FEET (DEED), HAVING A CENTRAL ANGLE OF 13 DEGREES 06 MINUTES 00 SECONDS, AND A CHORD OF 692.81 FEET BEARING NORTH 53 DEGREES 06 MINUTES 29 SECONDS EAST TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 46 DEGREES 33 MINUTES 30 SECONDS EAST, A DISTANCE OF 289.60 FEET (289.58 FEET DEED); THENCE NORTH 80 DEGREES 54 MINUTES 12 SECONDS EAST, A DISTANCE OF 49.63 FEET (49.67 FEET DEED) TO A POINT ON THE SOUTHWESTERLY RIGHT- OF-WAY LINE OF INTERSTATE HIGHWAY #469 AS DESCRIBED IN SAID DOCUMENT NUMBER 90-027827, SAID POINT BEING REFERENCED BY A STEEL BRACE POST 0.2 FEET NORTH AND 0.8 FEET EAST; THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE COURSES; THENCE SOUTH 43 DEGREES 26 MINUTES 30 SECONDS EAST, A DISTANCE OF 690.67 FEET (690.69 FEET DEED) TO A 5/8" STEEL REBAR WITH A "MILLER FIRM #0095" IDENTIFICATION CAP; THENCE SOUTH 38 DEGREES 59 MINUTES 35 SECONDS EAST, A DISTANCE OF 391.28 FEET (390.90 FEET DEED) TO A 5/8" STEEL REBAR WITH A "MILLER FIRM #0095" IDENTIFICATION CAP; THENCE SOUTH 16 DEGREES 25 MINUTES 52 SECONDS EAST, A DISTANCE OF 428.12 FEET (428.01 FEET DEED) 5/8" STEEL REBAR WITH A "MILLER FIRM #0095" IDENTIFICATION CAP; THENCE SOUTH 07 DEGREES 16 MINUTES 10 SECONDS EAST, A DISTANCE OF 801.00 FEET (DEED) TO A 5/8" STEEL REBAR WITH A "MILLER FIRM #0095" IDENTIFICATION CAP; THENCE SOUTH 08 DEGREES 58 MINUTES 16 SECONDS EAST, A DISTANCE OF 53.36 FEET TO A 5/8" STEEL REBAR WITH A "S.C.O." IDENTIFICATION CAP ON THE NORTH LINE OF AN EXISTING 16.957 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 200079028 IN THE OFFICE OF SAID RECORDER; THENCE SOUTH 87 DEGREES 13 MINUTES 51 SECONDS WEST, A DISTANCE OF 1202.19 FEET (DEED) ALONG SAID NORTH LINE TO A 5/8" STEEL REBAR WITH A "S.C.O." IDENTIFICATION CAP ON THE EAST LINE OF AN EXISTING 10.126 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 2018002937 IN THE OFFICE OF SAID RECORDER; THENCE NORTH 02 DEGREES 29 MINUTES 00 SECONDS WEST, A DISTANCE OF 87.44 FEET TO THE NORTH LINE OF SAID 10.126 ACRE TRACT, SAID POINT BEING REFERENCED BY A 5/8" STEEL REBAR WITH A "TAZIAN" IDENTIFICATION CAP 0.73 FEET WEST; THENCE SOUTH 87 DEGREES 09 MINUTES 34 SECONDS WEST, A DISTANCE OF 449.40 FEET (449.47 FEET DEED) ALONG SAID NORTH LINE TO 5/8" STEEL REBAR WITH A "MILLER FIRM #0095" IDENTIFICATION CAP THE EAST LINE OF AN EXISTING 4.58 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 2018002846 IN THE OFFICE OF SAID RECORDER; THENCE NORTH 02 DEGREES 59 MINUTES 36 SECONDS WEST, A DISTANCE OF

609.07 FEET (607.29 FEET DEED) ALONG SAID EAST LINE TO A 5/8" STEEL REBAR WITH A "MILLER FIRM #0095" IDENTIFICATION CAP ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7, TOWNSHIP 30 NORTH, RANGE 14 EAST; THENCE SOUTH 87 DEGREES 09 MINUTES 34 SECONDS WEST, A DISTANCE OF279.87 FEET (278.18 FEET DEED) ALONG SAID NORTH LINE TO THE POINT OF BEGINNING. CONTAINING 69.242 ACRES, MORE OR LESS.
TOGETHER WITH:

THE INTENT OF THIS DESCRIPTION IS TO DESCRIBE A NEW TAX PARCEL BEING A PORTION OF PARCEL I OF THE LANDS OF LOCKPORT LLC AS RECORDED IN DOCUMENT NUMBER 2018002937 WITHIN THE OFFICE OF THE RECORDER OF ALLEN COUNTY, INDIANA, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 30 NORTH, RANGE 14 EAST, ALLEN COUNTY, INDIANA. THIS REAL ESTATE DESCRIPTION IS BASED UPON A BOUNDARY SURVEY COMPLETED BY FORESIGHT CONSULTING, LLC, COMMISSION NUMBER 243926, DATED SEPTEMBER 12TH, 2025, AND CERTIFIED BY TODD BAUER, INDIANA PROFESSIONAL SURVEYOR NUMBER 29800007.

A PORTION OF PARCEL I OF THE LANDS OF LOCKPORT LLC AS RECORDED IN DOCUMENT NUMBER 2018002937 WITHIN THE OFFICE OF THE RECORDER OF ALLEN COUNTY, INDIANA, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 30 NORTH, RANGE 14 EAST, ALLEN COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO ARRIVE AT THE POINT OF BEGINNING, COMMENCE AT A 5/8" REBAR WITH "TAZIAN" IDENTIFICATION CAP FOUND AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE NORTH 87 DEGREES 09 MINUTES 32 SECONDS EAST (BEARINGS BASED UPON INDIANA STATE PLANE COORDINATE SYSTEM, EAST ZONE), ON AND ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 733.52 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF LINDEN ROAD AS COINCIDENT WITH A SOUTHWESTERN CORNER OF THE LANDS OF CEDAR FARM EAST, LLC AS RECORDED IN DOCUMENT NUMBER 2024043235 WITHIN SAID RECORDERS OFFICE, AND THE NORTHWEST CORNER OF THE LANDS OF LOCKPORT LLC AS RECORDED IN DOCUMENT NUMBER 2018002846, SAID CORNER BEING REFERENCED BY A 5/8" REBAR WITH "MILLER" IDENTIFICATION CAP FOUND 0.1 FEET EAST; THENCE CONTINUING NORTH 87 DEGREES 09 MINUTES 32 SECONDS EAST, ON AND ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7, THE NORTH LINE OF
SAID LANDS OF LOCKPORT LLC AS RECORDED IN DOCUMENT NUMBER 2018002846, AND A SOUTHERN LINE OF SAID LANDS OF CEDAR FARM EAST, LLC, A DISTANCE OF 279.99 FEET TO THE NORTHEAST CORNER OF SAID LANDS OF LOCKPORT LLC, SAID CORNER BEING MARKED BY A 5/8" REBAR WITH "MILLER" IDENTIFICATION CAP FOUND; THENCE SOUTH 02 DEGREES 59 MINUTES 06 SECONDS EAST, ON AND ALONG THE EAST

LINE OF SAID LANDS OF LOCKPORT LLC AND A WESTERN LINE OF SAID LANDS OF CEDAR FARM EAST, LLC; A DISTANCE OF 609.06 FEET TO A SOUTHWESTERN CORNER OF SAID LANDS OF CEDAR FARM EAST, LLC, AND A NORTHWESTERN CORNER OF THE LANDS OF PARCEL I OF LOCKPORT LLC AS RECORDED IN DOCUMENT NUMBER 2018002937, SAID CORNER BEING REFERENCED BY A 5/8" REBAR WITH "MILLER" IDENTIFICATION CAP FOUND 0.2 FEET WEST, SAID CORNER BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE NORTH 87 DEGREES 10 MINUTES 45 SECONDS EAST, ON AND ALONG A SOUTHERN LINE OF SAID LANDS OF CEDAR FARM EAST, LLC, AND A NORTHERN LINE OF SAID PARCEL I OF THE LANDS OF LOCKPORT LLC, A DISTANCE OF
449.37 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7, AS COINCIDENT WITH A SOUTHERN CORNER OF THE LANDS OF CEDAR FARM EAST, LLC AND THE NORTHEAST CORNER OF SAID PARCEL I OF THE LANDS OF LOCKPORT LLC, SAID CORNER BEING REFERENCED BY A 5/8" REBAR WITH AN ILLEGIBLE IDENTIFICATION CAP FOUND 0.5 FEET WEST, THENCE SOUTH 02 DEGREES 30 MINUTES 38 SECONDS EAST, ON AND ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7, AND A WESTERN LINE OF SAID LANDS OF CEDAR FARM EAST, LLC, A DISTANCE OF 87.07 FEET TO A SOUTHERN CORNER OF SAID LANDS OF CEDAR FARM EAST, LLC AS COINCIDENT WITH THE NORTHWEST CORNER OF THE LANDS OF CITY OF NEW HAVEN AS RECORDED IN DOCUMENT NUMBER 200079028 WITHIN THE OFFICE OF SAID RECORDER, SAID CORNER BEING MARKED BY A 5/8" REBAR WITH "SCO" IDENTIFICATION CAP FOUND; THENCE SOUTH 87 DEGREES 14 MINUTES 42 SECONDS WEST, ON AND ALONG THE WESTERN EXTENSION OF THE SOUTH LINE OF SAID LANDS OF CEDAR FARM EAST, LLC AS COINCIDENT WITH THE NORTH LINE OF SAID LANDS OF CITY OF NEW HAVEN, A DISTANCE OF 448.65 FEET TO A POINT ON THE EAST LINE OF LOCKPORT LLC DOCUMENT NUMBER 2018002846 AND A WESTERN LINE OF SAID PARCEL I OF LOCKPORT LLC DOCUMENT NUMBER 2018002937, SAID CORNER BEING MARKED BY A 5/8" REBAR WITH "FORESIGHT CONSULTING, LLC - BOUNDARY" IDENTIFICATION CAP SET; THENCE NORTH 02 DEGREES 59 MINUTES 06 SECONDS WEST, ON AND ALONG THE LAST MENTIONED LINE, A DISTANCE OF 86.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.895 ACRES OF LAND, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD

The symbols of the City of New Haven Zoning Map as established by Section 157.201 of Title XV of the Code of the City of New Haven, Indiana is hereby changed accordingly.

SECTION 2. If a written commitment is a condition of the Plan Commission’s recommendation for the adoption of the rezoning, or if a written commitment is modified and approved by the Common Council as part of the zone map amendment, that the written commitment is hereby approved and is hereby incorporated by reference.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

____
Presiding Officer – Steve McMichael

ATTEST:

____
Angie Hamrick – Clerk Treasurer

Presented to me to the Mayor of the City of New Haven on the ________ day of

_________________, 20___, at the hour of _______________. m.

____
Angie Hamrick – Clerk Treasurer

This Ordinance approved and signed by me on the ______ day of

______________, 20___, at the hour of __________. m.

____
Steve McMichael, Mayor