



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Town Hall Building Corporation Meeting

DATE: 8/14/2023, at 4:00 PM

DIRECTIONS: Fishers Pavilion Conference Room, 10 Municipal Drive, Fishers, IN 46038

In accordance with the Americans with Disabilities Act (ADA), the City of Fishers will, upon request, provide appropriate aid (i.e. interpreters) and/or assistance leading to effective participation for people with disabilities. Anyone who requires such assistance should [email Kelly Lewark](#), Office Manager, no later than 48 hours before the scheduled event or call at (317) 595-3487.

- 1. Call to Order**
- 2. Confirmation of Quorum and Proper Notice of Meeting**
- 3. Consent of Previous Meeting Minutes**
 - a. 7-10-23
- 4. TBC 01R081423 Purchase Agreement (Saxony Hall)**
 - a. Agreement & Resolution
- 5. New Business**
 - a. Fishers Event Center Update
- 6. Adjournment**

**FISHERS TOWN HALL BUILDING CORPORATION
BOARD OF DIRECTORS MEETING
July 10, 2023**

Draft Minutes-Subject to Approval

The undersigned, being the Board of Directors (the “Directors” or “Board”, as applicable) of the Fishers Town Hall Building Corporation (the “Corporation”), do hereby state, affirm and attest to the following actions taken during the Corporation’s July 10, 2023 duly noticed public meeting:

WHEREAS, the Directors confirmed a quorum of Directors consisting of Jay Bangert, Ben Jefferis, Rich Block, Troy Woodruff and Joe Eaton and began the meeting at approximately 4:00 p.m.

WHEREAS, other attending the Board meeting included the following: Lawrence Summers, Lisa Bradford, Jordan Willy, Megan Baumgartner, Jennifer Messer, Elliott Hultgren and Kelly Lewark.

WHEREAS, the Directors confirmed that proper notice for the meeting was provided and called the meeting to order.

WHEREAS, the Directors approved the Board’s meeting minutes from May 8, 2023.

WHEREAS, the Directors first discussed the Fishers Event Center (“Center”) and specifically the draft template sponsorship and suite agreements (jointly, the Agreements”) to be used for sponsorships and suite licenses, respectively, at the Center.

WHEREAS, Mr. Hultgren next presented a proforma concerning the Center’s operation and discussed the City’s plan to satisfy debt service requirements for development and construction of the Center.

WHEREAS, the Directors next discussed the City View Project Agreement, including that the project will include: (1) 184 luxury apartments designed for the 55+ active adult community; (2) 16,000 sq. ft. of commercial space on the first floor; and (3) a 280-space parking structure with electric vehicle charging stations, among other amenities.

WHEREAS, the Directors discussed that the City View Project is slated for completion during Spring, 2026, the developer is paying all permitting fees, and the City is issuing developer and City-backed bonds.

NOW THEREFORE, BE IT RESOLVED THAT Directors approve the Project Agreement attached hereto and incorporated herein as Exhibit A as follows: MOTION: Mr. Jefferis; SECOND: Mr. Eaton; APPROVED 5-0.

WHEREAS, the Directors next discussed the City's District South Project Agreement that will result in (a) five (5) multi-use buildings that are each three (3) or four (4) stories tall and collectively include: (i) approximately 8,244 sq. ft. of small business units, and (ii) 20,516 sq. ft. of additional commercial office space in the City.

WHEREAS, the Directors discussed that the City is issuing a City-backed bond, and the Developer is paying all impact and permitting fees.

NOW THEREFORE, BE IT RESOLVED THAT the Directors approve the Project Agreement attached hereto and incorporated herein as Exhibit B as follows: MOTION: Mr. Woodruff; SECOND: Mr. Jefferis; and APPROVED, 5-0.

WHEREAS, the Directors then resumed discussions of the draft, template sponsorship and suite agreements for the Center.

NOW THEREFORE, BE IT RESOLVED THAT the Directors approve the draft, template Agreements as follows: MOTION: Mr. Woodruff; SECOND: Mr. Block. APPROVED: 5-0

WHEREAS, having no additional business, the meeting was dismissed sine die at 5:02 p.m. (EDT).

FISHERS TOWN HALL BUILDING CORPORATION

Member	Signature
Jay Bangert	
Josh Richardson	
Ben Jefferis	
Joe Eaton	
Rich Block	
Troy Woodruff	

CONTRACT FOR PURCHASE OF PROPERTY

The Fishers Town Hall Building Corporation, an Indiana nonprofit corporation ("**Seller**"), and Interstate Holdings, LLC, an Indiana limited liability company ("**Buyer**" and together with Purchaser, the "**Parties**"), enter into this Contract For Purchase Of Property (this "**Contract**") this _____ day of July, 2023 (the "**Effective Date**") as follows:

1. **Real Estate.** Purchaser hereby agrees to purchase and Seller hereby agrees to sell certain real property generally located at 13362 Pennington Road, Fishers, Indiana 46037, consisting of approximately .21 acres identified as Tax Parcel No. 29-11-26-050-002.002-020 and specifically described on **Exhibit A** (the "**Land**", together with all of Seller's right, title and interest in and to any and all (a) buildings, improvements, machinery, equipment and fixtures located thereon, attached thereto or used in connection therewith (the "**Improvements**"); (b) rights, interests, privileges and easements appurtenant or appertaining thereto (the "**Appurtenances**" and together with the Land and Improvements, the "**Real Estate**"); and (c) licenses, approvals and permits with respect thereto, if any (the "**Permits**" and together with the Real Estate, the "**Property**") for \$884,500.00 (the "**Real Estate Purchase Price**"), subject to and upon the terms and conditions set forth in this Contract. In addition, at Closing, Purchaser shall purchase that certain personal property listed on **Exhibit B** attached hereto (the "**Personal Property**") for an aggregate purchase price of \$15,318 (the "**Personal Property Purchase Price**") (the Real Estate Purchase Price and Personal Property Purchase Price hereinafter collectively referred to as the "**Purchase Price**").

2. **Purchase Price.** On the Closing Date (as defined in **Section 3** hereof), Purchaser shall pay Seller the Purchase Price in good and available funds.

3. **Due Diligence Period and Closing.** For purposes of this Contract, the term "**Due Diligence Period**" shall mean the date commencing on the Effective Date and ending at 11:59 p.m. Eastern Time on the day that is sixty (60) days after the Effective Date. Subject to all other terms and conditions set forth in this Contract, the transaction shall be closed not later than September 30, 2023, with the exact date of closing (the "**Closing Date**") to be specified by Purchaser in a written notice delivered to Seller at least three (3) business days prior to the closing. The closing will take place at the office of First American Title Insurance Company, 211 N. Pennsylvania St., Suite 1250, Indianapolis, Indiana 46204, Attn: Gina Longere (the "**Title Insurer**" or "**Escrow Agent**", as applicable) or such other place as the parties may mutually agree in writing. Any closing fee charged by the Title Insurer shall be split evenly between Purchaser and Seller. Seller shall pay all recording fees, the title insurance premium (in an amount equal to the Purchase Price and not including the price for any lender's policy), search fees and survey costs (not in excess of \$2,500.00). The Parties shall each pay ½ of any other closing fees. Each party hereto shall pay the fees of any attorneys or other consultants hired by such party in connection with the purchase of the Property.

4. **Closing Documents.** At closing, Seller shall deliver to Purchaser or its assignee or designee: (a) a duly executed Limited Warranty Deed (the "**Deed**") conveying merchantable and marketable fee simple title to the Land, Improvements and Appurtenances free of any and all liens, encumbrances, easements, restrictions, covenants or other title defects, except the Permitted Encumbrances (as defined in **Section 7.2 below**); (b) a fully executed vendor's affidavit sufficient to remove all standard title exceptions and in form and substance acceptable to the Title Insurer

and Purchaser; (c) a duly executed non-foreign affidavit in form and substance satisfactory to Purchaser and the Title Insurer; (d) a duly executed Indiana Sales Disclosure Form in the form required by Indiana law; (e) duly executed termination agreements ("Saxony Beach Terminations") of the Saxony Beach Documents (as hereinafter defined) in form sufficient to cause the Title Insurance to delete the applicable exceptions or reflect such terminations; (f) a bill of sale conveying title to the Personal Property; and (g) any and all other documents contemplated by this Contract or required by law to consummate the sale of the Property. At closing, Purchaser shall deliver to Seller: (v) a bill of sale accepting title to the Personal Property; (w) duly executed Saxony Beach Terminations; (x) a duly executed Indiana Sales Disclosure Form in the form required by Indiana law; (y) Purchase Price as specifically outlined in **Section 2 above**; and (z) any and all other documents contemplated by this Contract or required by law to consummate the sale of the Property.

5. Date of Possession. Possession of the Property shall be delivered on the Closing Date, and shall be delivered, subject to this Contract, free and clear of all rights and claims of any other party to the possession, use or control of the Property.

6. Taxes and Assessments. Purchaser assumes and agrees to pay (a) all assessments for improvements becoming a lien after the Closing Date; and (b) its pro rata portion of the real estate taxes assessed for and becoming a lien during the calendar year in which closing occurs (based upon the number of days remaining in such calendar year after the Closing Date). Seller shall pay (a) all assessments for improvements not assumed by Purchaser; (b) both installments of real estate taxes payable during the calendar year in which closing occurs; (c) its pro rata portion of the real estate taxes assessed for and becoming a lien during the calendar year in which closing occurs (based upon the number of days in such calendar year prior to and including the Closing Date); and (d) all delinquent real estate taxes and assessments (and penalties and interest thereon, if any). The present tax rate and assessed values shall be used for the purposes of the prorations under this Section if the applicable tax rate and assessed values have not been set. Purchaser and Seller shall recalculate the prorations under this Section within thirty (30) days after the actual tax rate and assessed values have been determined, and Purchaser shall refund any excess to Seller and Seller shall pay any shortfall to Purchaser within such thirty (30) day period. Any taxes or assessments (and penalties and interest thereon, if any) which are either (a) not assumed by Purchaser and which are not due and payable at the time of closing; or (b) delinquent at time of closing, shall be allowed to Purchaser as a credit against the Purchase Price at closing. If Seller and Purchaser fail to cause any utility services rendered to the Property to be placed in the name of Purchaser as of 11:59 p.m. on the day before the Closing Date, the charges for any such utility services shall be prorated as of the Closing Date, based upon the most recent bills available and readjusted on the basis of the actual bills rendered for the period during which the closing occurs, as and when such bills are received.

7. Conditions of Performance. Purchaser's obligations under this Contract are subject to the timely and complete satisfaction of each of the following conditions, unless waived in writing by Purchaser:

7.1 *Survey.* On or before the Closing Date (provided, however, Purchaser shall have determined that it will be able to obtain an acceptable survey during the Due Diligence Period), Purchaser shall have obtained, at Purchaser's sole cost and expense, a survey of the Property conforming to the Minimum Standard Detail Requirements for an ALTA/NSPS Land

Title Survey (the "**Survey**"). The Survey shall: be certified as of a current date to Purchaser by an Indiana registered land surveyor of Purchaser's choice; state whether any portion of the Real Estate is located in a flood plain or flood way; show no matters that would adversely affect Purchaser's intended use or development of the Real Estate; and be in all other respects satisfactory to Purchaser. The Survey shall establish the precise legal description of the Land and certify the gross acreage of the Land to within a thousandth of an acre.

7.2 Title Insurance. On or before the expiration of the Due Diligence Period, Purchaser shall obtain, at Purchaser's cost and expense, a current title insurance commitment for the Real Estate issued by the Title Insurer, in which commitment the Title Insurer shall agree to insure for the full amount of the Purchase Price merchantable and marketable fee simple title to the Real Estate; and issue such endorsements as Purchaser may reasonably request, at Purchaser's sole cost and expense (the "**Title Commitment**"). Purchaser may, on or before the expiration of the Due Diligence Period, notify Seller of any physical or other defects disclosed in the Title Commitment or the Survey that Purchaser deems unacceptable (the "**Purchaser's Objections**"). Seller shall have ten (10) days after receipt of Purchaser's notice to cure or remove (or agree to cure prior to Closing) any of Purchaser's Objections. If Seller does not cure or remove such Purchaser's Objections (or agree to cure prior Closing) to Purchaser's satisfaction within said period, Purchaser may either (x) terminate this Contract by written notice to Seller, or (y) waive such Purchaser's Objections and continue the transactions contemplated by this Contract. Notwithstanding anything to the contrary herein, Seller shall be required to obtain releases of any and all mortgages, other security agreements, UCC financing statements and monetary liens ("**Mandatory Cure Items**") at or before the Closing and no Mandatory Cure Items shall be deemed a permitted encumbrance. Purchaser may object to any defect which arises or is first made known to Purchaser after the expiration of the time period for making objections set forth in this **Section 7.2** and a substantially similar process for the making and resolution of Purchaser's Objections shall apply, and the date of the Closing shall be extended as reasonably necessary for such process and resolution. The term "**Permitted Encumbrances**" as used herein includes: (i) real property taxes and assessments for the year in which closing occurs and thereafter, not yet due and payable; (ii) zoning and other regulatory laws and ordinances affecting the Property; (iii) any easement, right of way, limitation, encroachment, conflict, discrepancy, overlapping of improvements, protrusion, lien, encumbrance, restriction, condition, covenant, exception or other matter with respect to the Property that is reflected or addressed on the Survey or the Title Commitment to which Purchaser fails to timely object pursuant to this **Section 7.2**; (iv) any of Purchaser's Objections that Seller does not affirmatively elect to cure during the Due Diligence Period (other than Mandatory Cure Items) and which are not cured before closing.

7.3 Condition of Property. Purchaser at its cost and expense and prior to the expiration of the Due Diligence Period, shall have determined, in its sole discretion, that: (a) the Property is satisfactory to Purchaser in its sole and absolute discretion; (b) the Property enjoys adequate rights of access to and from public ways, roads and streets; (c) there are no conditions existing on or with respect to the Property which would adversely affect Purchaser's intended use or development of the Property or require unusually costly development techniques; and (d) all utilities necessary or appropriate for Purchaser's intended use and development are available at the property lines in sufficient quantities, pressures and/or capacities for Purchaser's intended use and development, without hookup, tap-in or other charges, excepting only nominal charges normally incurred and charged by the applicable utility providers. Upon written request, Seller agrees to

furnish such other information regarding the Property in Seller's possession or control as Purchaser may, from time to time, reasonably request.

7.4 Environmental Report. Purchaser, at its cost and expense and prior to the expiration of the Due Diligence Period, shall have obtained an environmental assessment prepared by an environmental engineer designated by Purchaser which does not disclose any evidence of any asbestos-containing materials or any contamination of the Property by any hazardous or special wastes, substances, materials, constituents, pollutants or contaminants (as defined by federal, state or local laws, statutes, ordinances, rules or regulations) or conditions existing on or near the Property that may give rise to any future civil, criminal or administrative environmental proceedings or investigations with respect to the Property or Seller's use thereof or which require remediation or other curative actions, and which is in all other respects acceptable to Purchaser in its sole discretion.

7.5 Litigation and Representations. As of the Closing Date, no action or proceeding before a court or other governmental agency or officer shall be pending (and to the best of either Seller's or Purchaser's knowledge, no such action or proceeding shall be threatened) that materially impairs the value of the Property or prevents Purchaser from undertaking and completing Purchaser's intended use and development of the Property. As of the Closing Date, the representations and warranties set forth in **Section 8** shall be true and accurate in all material respects.

For the avoidance of doubt, Purchaser shall have the right to terminate this Contract by giving written notice of termination received by Seller before the expiration of the Diligence Period if Purchaser determines, in its sole discretion, that the Property is unacceptable for Purchaser's purposes for any reason or no reason at all. Upon such termination, this Contract and any other agreement of the Parties concerning the sale of the Property or operation of Saxony Beach, including, without limitation, that certain Amended and Restated Agreement for Impact Fees; Saxony Beach and Lake Easement; and Maintenance and Operation of Saxony Beach dated August 12, 2014, as amended (the "Saxony Beach Documents"), shall terminate and be of no further force or effect. Thereafter, neither party shall have any further rights or obligations hereunder, except as specifically provided to the contrary in this Contract.

8. Nonperformance. If one or more of the conditions set forth in **Section 7** is not timely and completely satisfied, Purchaser may, on or before to the expiration of the Due Diligence Period, cancel this Contract and all of its obligations hereunder by written notice to Seller. If Purchaser does not deliver such written cancellation notice to Seller on or before to the expiration of the Due Diligence Period, Purchaser shall be deemed to have satisfied each of the conditions set forth in **Section 7**, except as to the conditions set forth in **Section 7** (for which Purchaser may, prior to the closing, cancel this Contract and all of obligations hereunder by written notice to Seller) and as otherwise set forth herein or agreed in writing by Purchaser and Seller.

9. Covenants, Representations and Warranties. Seller hereby covenants, represents and warrants to Purchaser (and shall be deemed to covenant, represent and warrant to Purchaser on the Closing Date) that: (a) there is no condemnation or similar proceeding which is pending or, to Seller's knowledge, threatened against the Property or any part thereof, and which has not been disclosed by Seller to Purchaser; (b) Seller has not received any written notification from any governmental agency, authority or instrumentality of any pending or threatened

assessments on or against the Property for the cost of improvements to be made with respect to the Property or any part thereof; (c) after the Effective Date, Seller will not create, permit or suffer any lien or other encumbrance to attach to or affect the Property and improvements thereon, except for the lien of nondelinquent real estate taxes and liens and encumbrances which will be fully discharged on or before the Closing Date; (d) there are no claims, actions, suits, proceedings or investigations pending or, to Seller's knowledge, threatened with respect to or in any manner affecting the Property or Seller's ownership thereof; (e) no work has been or will be performed, and no materials have been or will be furnished to, the Property or any portion thereof which will result in any mechanics', materialmen's or other liens against the Property or any portion thereof which will not be fully discharged on or before the Closing Date; (f) Seller is the fee simple owner of the Land and Improvements and has not sold, assigned, transferred, leased, subleased, encumbered or conveyed any right, title or interest whatsoever in or to the Property; (g) prior to the Closing Date, Seller shall not sell, assign, transfer, lease, sublease, encumber or convey any right, title or interest whatsoever in or to the Property or any portion thereof without Purchaser's prior written consent, nor shall Seller amend, modify, extend, terminate or alter any currently existing agreement or document relating to the Property without Purchaser's prior written consent; (h) to Seller's knowledge, neither the Property nor any portion thereof has been used for the treatment, storage or disposal of any hazardous, special or other wastes, substances, materials, constituents, pollutants or contaminants as defined under applicable federal, state or local laws or regulations promulgated thereunder; (i) to Seller's knowledge, the Property is not located in an area designated as requiring flood insurance as established by the Flood Disaster Act of 1973, as amended; (j) to Seller's knowledge, the Property complies with all local, state and federal laws and regulations in all material respects; and (k) prior to the closing, Seller agrees not to market, sell, advertise or seek proposals to develop or sell the Property or any portion thereof or enter into any agreements for the marketing, sale or development of the Property or any portion thereof to any entity or person other than Purchaser. Within ten (10) days after the Effective Date, Seller shall provide Purchaser with copies of any rent rolls, event logs and other listings showing the rental activity of Saxony Hall which may be in its possession for the prior five (5) year period.

10. Damage and Condemnation. Seller shall: (a) maintain the Property and, deliver the Property to Purchaser on the Closing Date in the same condition as on the Effective Date, ordinary wear and tear excepted; and (b) comply with all federal, state and local laws, statutes, ordinances, rules and regulations applicable to the Property and the use thereof. If the Property shall be damaged, destroyed or condemned, in whole or in part, or if any notice of condemnation shall be given at any time after the Effective Date, Purchaser, at its sole option, may (a) cancel this Contract, or (b) proceed with closing. If Purchaser elects to proceed with closing, then Purchaser may (a) apply the proceeds of any condemnation award or insurance policy to reduce the Purchase Price, or (b) accept an assignment of such proceeds.

11. Seller Deliveries; Inspection. Purchaser, its employees, agents and independent contractors shall have the right to enter upon the Property to perform the Survey and conduct all tests, inspections and examinations which Purchaser deems necessary or desirable. Seller agrees to cooperate with Purchaser and to provide Purchaser with copies of all documents relating to the Property as and when required by this Contract and to furnish such other information regarding the Property as Purchaser may, from time to time, reasonably request. Purchaser shall not permit any mechanic's liens to be placed on or against the Property or any portion thereof in connection with any activities of Purchaser with respect to the Property. Prior to Purchaser's or any of its employees, agents and independent contractors' access to the Property pursuant to this **Section 11**

it shall provide evidence of commercial general liability insurance reasonably acceptable to Seller. Purchaser shall obtain Seller's prior consent (which may be verbal) to any such entries, surveys, tests, investigations or other matters that are invasive on the Property, which consent may be conditioned upon such agreements, conditions, assurances, indemnities, and bonds as Seller may reasonably require. No consent by the Seller to any such activity shall be deemed to constitute a waiver by Seller or assumption of liability or risk by Seller. If Purchaser does not close on the Property, Purchaser hereby agrees to restore, at Purchaser's sole cost and expense, any physical damage it caused to the Property to substantially the same condition existing immediately prior to Purchaser's exercise of its rights pursuant to this Contract. The provisions of this **Section 11** shall survive the termination of this Contract.

12. Condition of Property. Purchaser acknowledges that Purchaser will be given a reasonable opportunity to inspect the Land and all Improvements thereon and all aspects relating thereto, either independently or through agents and experts of Purchaser's choosing, and that Purchaser will be acquiring the Property based upon Purchaser's own investigation and inspection thereof. The sale of the Property shall be without representation or warranty of any kind, expressed or implied, including, without limitation, warranty of income potential, operating expenses, uses, merchantability or fitness for a particular purpose (but specifically excluding the warranty of title to the Land to be given in the Deed at closing and the representations and warranties set forth in **Section 9** and in Seller's other closing documents, if any), and Seller hereby disclaims any such representation or warranty. Purchaser specifically acknowledges that Purchaser is not relying on any representations or warranties of any kind whatsoever, expressed or implied, from Seller as to any matter concerning the Property (except for the warranty of title to the Land to be given in the Deed at closing and the representations and warranties set forth in **Section 9** and in the Seller's other closing documents, if any).

13. [Intentionally Omitted]

14. Notices. Any notice required or permitted to be given by any party to this Contract shall be in writing, and shall be given (and deemed to have been given) when: (a) delivered in person to the other party; (b) three (3) days after being sent by U.S. Certified Mail, Return Receipt Requested; or (c) the following business day after being sent by national overnight delivery service, with confirmation of receipt, addressed as follows: to Purchaser at 3150 Republic Boulevard North, Suite 3, Toledo, Ohio 43615, Attn: Richard L. Arnos, President; with a copy to Krieg Default, One Indiana Square, Suite 2800, Indianapolis, Indiana 46204-2079, Attn: Christopher D. Long; and to Seller at City of Fishers, Attention: Lindsey Bennett, City Attorney, 3 Municipal Drive, Fishers, Indiana 46038 with a copy to Jennifer Messer (via email only) at jennifermesserlaw@gmail.com. Either party may change its address for notice from time to time by delivering notice to the other party as provided above.

15. Default. In the event of default without cure within ten (10) business days after the date of written notice of such default, the non-defaulting Party shall be entitled to seek specific performance, and if such remedy is not available, then, in lieu of specific performance, Purchaser or Seller, as applicable, shall be entitled to seek its actual damages incurred, including but not limited to, out-of-pocket fees, costs and expenses (including reasonable attorneys' fees and costs) incurred up to a maximum amount of One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00).

16. **Interest.** In addition to any other remedies available at law, any amount owed pursuant to this **Section 16** shall accrue interest at eight percent (8%) per annum from the date due until paid.

17. **Survival.** All representations, warranties and agreements contained in this Contract shall survive the closing for a period of one (1) year from the Closing Date (the "**Survival Period**").

18. **General.** The terms and provisions of this Contract shall be governed and construed in accordance with the laws of the State of Indiana. The captions and section numbers shall not be considered in any way to affect the interpretation of this Contract. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, and personal representatives. This Contract is the final expression of the complete and exclusive agreement between Seller and Purchaser. This Contract shall not be construed with resort to any presumption against the preparer or maker hereof. The term "**Contract**" as used herein means this Contract for Purchase of Property.

19. **Authority.** Each undersigned person signing on behalf of any party that is a corporation, partnership or other entity certifies that (a) he or she is fully empowered and duly authorized by any and all necessary action or consent required under any applicable articles of incorporation, bylaws, partnership agreement or other agreement to execute and deliver this Contract for and on behalf of said party; (b) that said party has full capacity, power and authority to enter into and carry out its obligations under this Contract; and (c) that this Contract has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of such party, enforceable in accordance with its terms.

20. **Recording.** This Contract shall not be recorded. However, upon request by Purchaser, Seller shall execute and deliver to Purchaser, duplicate originals of a memorandum of this Contract, in recordable form, satisfactory to Purchaser in its sole discretion.

21. **Brokers.** Each party hereby warrants and covenants to the other party that it has not dealt with any real estate broker or salesperson in connection with this sale of the Real Estate, and that no real estate commissions, finder's fees or broker's fees have been, or will be, incurred in connection with this Contract, or the sale contemplated hereby.

22. **Assignment.** On or before the Closing Date, Purchaser shall have the right to assign or transfer all or any portion of its rights under this Contract to a body of the City of Fishers, Hamilton County, Indiana without Seller's consent or approval; provided, however, that Purchaser shall not be released from any liability hereunder.

23. **Calculation of Time.** If any time period specified herein expires on a Saturday, Sunday or any legal holiday, such time period shall be automatically extended through the close of business on the next regular business day.

24. **Counterparts.** This Contract may be executed in counterparts (including execution of counterpart signature pages), each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

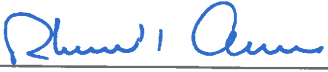
IN WITNESS WHEREOF, Purchaser and Seller have executed this Contract as of the date and year first above written.

Seller: Fishers Town Hall Building Corporation

By: _____
Troy Woodruff, President

Purchaser: Interstate Holdings, LLC

By: Republic Development Corporation,
Managing Member

By:  _____
Richard L. Arnos, President

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Exhibit A Land

Legal Description:

Part of Block S/Y in Replat of Block S/Y Saxony Commercial District Phase 3 Secondary Plat, as recorded in Plat Cabinet 5, Slide 210, in the Office of the Recorder of Hamilton County, Indiana, described as follows:

Commencing at a 5/8" diameter rebar with a plastic yellow cap stamped "Weihe Engr0012" (rebar found) at the southwest corner of said Replat of Block S/Y; thence along the South line of said Replat North 89 degrees 26 minutes 50 seconds East (plat bearing), 55.11 feet to a non-tangent curve to the right, concave southeasterly and having a radius of 235.00 feet at the existing Right-of-way of Erlen Drive and a rebar found; thence along said curve and Right-of-way, 66.22 feet, subtended by a chord bearing of North 26 degrees 32 minutes 43 seconds East 66.00 feet, to the prolongation of the northeasterly line of the 30 foot legal drain easement as shown on said Replat, to a rebar set stamped "ALEXAMDER20100013" (rebar set), and the Point of Beginning of this description; thence North 44 degrees 09 minutes 49 seconds West, along said prolongation and northeasterly line 76.48 feet to the westerly line of said Replat; thence North 45 degrees 49 minutes 51 seconds East, along said westerly line 118.96 feet to the southwesterly line of a 25 foot drainage easement as shown on said Replat; thence South 44 degrees 10 minutes 09 seconds East, along said southwesterly line 49.95 feet to a rebar set at the corner thereof; thence North 89 degrees 46 minutes 39 seconds East, along the south line and the prolongation thereof, 35.30 feet to a non-tangent curve to the left, concave southeasterly and having a radius of 238.50 feet, at the existing Right-of-way of said Erlen Drive and a rebar set; thence along said curve left, 34.23 feet, subtended by a chord bearing of South 49 degrees 56 minutes 35 seconds West, 34.20 feet to a rebar found; thence continuing along said right-of-way South 45 degrees 49 minutes 51 seconds West, 64.57 feet to a rebar found at a curve to the left, concave southeasterly and having a radius of 235.00 feet; thence along said curve and Right-of-way, 45.99 feet, subtended by a chord bearing of South 40 degrees 13 minutes 27 seconds West, 45.92 feet to the Point of Beginning, containing 8,910 square feet, 0.205 acres, more or less.

Also known as:

EXHIBIT A

The Land referred to herein below is situated in the County of **Hamilton**, State of **Indiana**, and is described as follows:

Lot 1 in Secondary Plat for Saxony Hall, being part of Block S/Y in Replat of Block S/Y Saxony Commercial District Phase 3 in the North Half of Sec. 26-T18N-R5E, recorded November 20, 2015 as Instrument [2015059935](#), in the Office of the Recorder of Hamilton County, Indiana.

EXHIBIT B

Personal Property List

Trash cans 60 gallons x 2

Trash can 20 gallon

6' tables x 12

60" round tables x 25

24" round tops x 10

Tall poles x 9

Short poles x 9

Chiavari chairs x 180

Hand truck x 1

Fans x 4

Shop Vac x 1

Drop down protector screen with remote x 1

AED x 1

Cintas cabinet x 1

Yealink phone x 1

Projector x 1

Portable speaker x 1

RESOLUTION NO: TBC 01R081423

**FISHERS TOWN HALL BUILDING CORPORATION RESOLUTION ACCEPTING
DEDICATION OF REAL PROPERTY FROM THE CITY OF FISHERS**

WHEREAS, in 2014, the City of Fishers, Hamilton County, Indiana (the “City”) purchased land to construct Saxony Hall and acquired the right to operate Saxony Beach pursuant to that certain August 12, 2014 Amended And Restated Agreement For Impact Fee Credit; Saxony Beach and Lake Easement; And Maintenance And Operation Of Saxony Beach (the “Saxony Agreement”) by and among Saxony Office Park Association, the City and Interstate Holdings, LLC (“Interstate”);

WHEREAS, the Saxony Agreement states that if the City ceases operation of Saxony Beach, Interstate is entitled to acquire Saxony Hall for a price determined by the average of two appraisals;

WHEREAS, upon opening its Geist Park, the City decided to stop operating Saxony Beach;

WHEREAS, Interstate advised the City that it desires to acquire Saxony Hall, and, in response and as required by the Saxony Agreement, the City obtained two appraisals, the average of which is \$884,500.00 (the “Purchase Price”);

WHEREAS, Interstate accepted the Purchase Price;

WHEREAS, to satisfy the Saxony Agreement, the City desires to transfer Saxony Hall to the Fishers Town Hall Building Corporation (the “Corporation”) so that it can be sold to Interstate pursuant to the Saxony Agreement; and

WHEREAS, the Corporation desires to approve acquisition of the Saxony Hall from the City pursuant to a quitclaim deed (the “Deed”) for the purpose of transferring it to Interstate.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Fishers Town Hall Building Corporation meeting in a duly noticed and regularly scheduled meeting as follows:

- Section 1.** The Corporation hereby accepts conveyance of Saxony Hall to the Corporation from the City.
- Section 2.** The Corporation is authorized to record the Deed in the Office of the Hamilton County Recorder.
- Section 3.** The Corporation is authorized to take all further action necessary to affect the intent of this Resolution and to otherwise satisfy the terms of the Saxony Agreement.

Section 4. This Resolution shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED by the Fishers Town Hall Building Corporation this ___14_ day of August 2023.

FISHERS TOWN HALL BUILDING CORPORATION

Member	Signature
Jay Bangert	
Josh Richardson	
Ben Jefferis	
Joe Eaton	
Rich Block	
Troy Woodruff	