

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF
FORT WAYNE, INDIANA, APPROVING A LEASE FOR CERTAIN
PUBLIC IMPROVEMENTS BETWEEN THE CITY OF FORT WAYNE
REDEVELOPMENT AUTHORITY AND THE CITY OF
FORT WAYNE REDEVELOPMENT COMMISSION,
AND REGARDING CERTAIN RELATED MATTERS**

WHEREAS, on October 22, 2018, after holding a public hearing, the City of Fort Wayne Redevelopment Commission (the "Commission") adopted its Resolution approving a proposed lease (the "Lease") between the City of Fort Wayne Redevelopment Authority (the "Authority") and the Commission for certain public improvements consisting of various roadway, storm water and sanitary sewer throughout the City of Fort Wayne, Indiana (the "Public Improvements"), and finding, pursuant to Indiana Code 36-7-14.5-14, that the rental payments to be paid by the Commission to the Authority pursuant to the Lease, at a rate not exceeding Five Million One Hundred Forty-Seven Thousand Dollars (\$5,147,000) per year in semiannual installments, for a Lease term not to exceed twenty-five (25) years, beginning not earlier than the first June 1 or December 1 through the expiration of the Lease, are fair and reasonable, and finding, pursuant to Indiana Code 36-7-14-25.2, that the lease and the use of the Public Improvements throughout the term of the Lease will serve the public purpose of the City of Fort Wayne, Indiana (the "City") and is in the best interests of its residents; and

WHEREAS, the Authority, at its meeting on October 12, 2018, adopted its Resolution approving the proposed Lease; and

WHEREAS, the Authority, at its meeting on October 26, 2018, adopted its Resolution preliminarily determining to issue lease rental revenue bonds (the "Bonds") payable from lease rentals due under the Lease; and

WHEREAS, the Common Council of the City (the "Common Council") desires to approve the Lease, pursuant to Indiana Code 36-7-14-25.2, which requires that any lease approved by a resolution of the Commission must be approved by the Common Council, as the fiscal body of the City; and

1 WHEREAS, the Common Council desires to approve the issuance of the Bonds
2 pursuant to Indiana Code 36-7-14.5-19;

3 NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF
4 THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

5 As required by Indiana Code 36-7-14-25.2(c), the Common Council hereby sets
6 forth the following terms and other matters related to the Lease:

7 The maximum annual lease rental for the Lease is Five Million One
8 Hundred Forty-Seven Thousand Dollars (\$5,147,000).

9 The maximum term of the Lease is twenty-five (25) years, commencing
10 on the date of the first lease rental payment due on the Lease.

11 The other terms required by Indiana Code 36-7-14-25.2(c)(2) are set forth
12 in paragraph 3 of this Resolution.

13 The Common Council hereby approves the transactions regarding the Public
14 Improvements and hereby approves the Lease, as approved by the Commission and the
15 Authority, pursuant to Indiana Code 36-7-14-25.2, in substantially the form provided at
16 this meeting and attached hereto as Exhibit A.

17 To the extent required by Indiana Code 36-7-14.5-19(a), the Common Council
18 hereby sets forth the following terms and other matters related to the Bonds:

19 The public purpose of the Bonds is to acquire the Public Improvements,
20 for the ultimate purpose of providing funding for certain economic development
21 incentives in exchange for the development of the following-described Project.
22 The Project is the renovation and new construction of Buildings 19, 20, 21, 22,
23 22(a), 23, 23(a), 24, 25, 25(a), 26, 26(c), 27, 27(a), 31, 36 and F, all as part of the
24 Development Plan of Electric Works West Campus, a mixed-use development
25 that will allow the public to live, work, and play in buildings that will preserve
26 the history of the site and that will be repurposed to revitalize space for offices,
27 residences, education, health care, entertainment, retail, and innovation and
28 entrepreneurship. The Project will be located in the former General Electric
29

1 Campus, south of the CSX railroad tracks, west of Broadway, and north of
2 Swinney Avenue.

3 The proceeds of the Bonds will be used to (a) finance the acquisition of
4 the Public Improvements (for the ultimate purpose as described in paragraph 3(a)
5 of this Resolution), (b) fund all or a portion of a debt service reserve fund (or pay
6 for the costs of a reserve fund surety bond therefor), as necessary, and (c) pay
7 certain financing and other expenses incidental thereto, including all expenses
8 incurred in connection with or on account of the issuance of the Bonds therefor.

9 The maximum principal amount of the Bonds is Sixty Eight Million and
10 No/100 Dollars (\$68,000,000.00).

11 The Bonds shall mature not later than thirty (30) years after the date of
12 issuance of the Bonds.

13 The Bonds shall bear interest at a rate or rates not exceeding Six and One-
14 Half Percent (6.5%) per annum.

15 The Bonds may be subject to optional redemption prior to maturity
16 beginning on a date approximately ten (10) years from the date of issuance of the
17 Bonds. All or a portion of the Bonds may further be issued as "term bonds"
18 subject to mandatory sinking fund redemption.

19 The Authority expects that it may capitalize interest on the Bonds for a
20 period through and including December 15, 2020.


21 The Common Council hereby approves of the issuance of the Bonds by the
22 Authority, pursuant to Indiana Code 36-7-14.5-19(a). To the extent required by Indiana
23 Code 36-7-14.5-18 and Indiana Code 36-7-14.5-21, the Common Council further
24 approves the purchase of the Public Improvements by the Authority and the entering into
25 a trust indenture between the Authority and a corporate trustee pursuant to which the
26 lease rentals due under the Lease will be pledged and assigned as security for the
27 payment of the Bonds.

1 The Mayor, the Controller and the Clerk of the City are hereby authorized and
2 directed to take all such further action or execute and/or attest such agreements,
3 instruments or documents as are necessary or appropriate to effectuate this Resolution.

4 This Resolution shall be in full force and effect from and after passage by the
5 Common Council.

6
7
8 
9 _____
10 Council Member

11 APPROVED AS TO FORM AND LEGALITY:

12
13 
14 _____
15 Carol Helton, City Attorney

16 **EXHIBIT A**
17 **FORM OF LEASE**

18 *(see attached)*

LEASE

Between

**CITY OF FORT WAYNE
REDEVELOPMENT AUTHORITY**

and

**CITY OF FORT WAYNE
REDEVELOPMENT COMMISSION**

DATED AS OF _____ 1, 2018

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LEASE

This Lease (the "Lease") entered into as of the 1st day of _____, 2018, between the CITY OF FORT WAYNE REDEVELOPMENT AUTHORITY, a body corporate and politic organized and existing under Indiana Code 36-7-14.5 (the "Authority") and the CITY OF FORT WAYNE REDEVELOPMENT COMMISSION, the governing body of the City of Fort Wayne, Indiana Department of Redevelopment and the Redevelopment District of the City of Fort Wayne, Indiana (the "Lessee"), acting for and on behalf of the City of Fort Wayne, Indiana,

WITNESSETH:

Section 1. Definitions. The terms defined in this Section 1 shall for all purposes of this Lease have the meanings herein specified unless the context otherwise requires.

"Act" means Indiana Code 36-7-14.5, as the same from time to time may be amended or supplemented.

"Authority" means the City of Fort Wayne Redevelopment Authority, a body corporate and politic organized and existing under the Act, or if said Authority shall be abolished, the authority, board, body, instrumentality or agency succeeding to the principal functions thereof.

"Bonds" means the City of Fort Wayne Redevelopment Authority Lease Rental Revenue Bonds, Series 2019.

"Lease" means this Lease as the same may be amended, modified or supplemented by any amendments or modifications hereof or supplements hereto entered into in accordance with the provisions hereof.

"Lease Payment Account" means the account by that name created in the Redevelopment District Bond Fund by the Lease Resolution.

"Lease Resolution" means the resolution of the Lessee establishing funds for the payment of lease rentals.

"Lessee" means the City of Fort Wayne Redevelopment Commission, the governing body of the City of Fort Wayne, Indiana Department of Redevelopment and the Redevelopment District of the City of Fort Wayne, Indiana, or if said Commission shall be abolished, the commission, board, body or agency succeeding to the principal functions thereof.

"Permitted Encumbrances" means those items listed in Exhibit A attached hereto and any future (a) liens for taxes not then delinquent, (b) this Lease and the Trust Indenture, leases, subleases and other agreements permitted pursuant to Section 13 hereof, (c) utility, access and other easements and rights-of-way, restrictions and exceptions that the Lessee certifies will not interfere with or impair the Project, (d) any mechanics', laborers', materialmen's, suppliers' or vendors' lien or right in respect thereof

if payment is not yet due and payable, and (e) such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as do not, in the opinion of the Trustee, materially impair the Authority's title or Lessee's use of the Project.

"Project" means the real estate (including all right-of-way easements contained therein) located in Allen County, Indiana, all as described in Exhibit B attached hereto.

"Redevelopment District Bond Fund" means the Redevelopment District Bond Fund of the Lessee authorized by Indiana Code 36-7-14-27 and the Lease Resolution.

"Trust Indenture" means the Trust Indenture to be dated as of the first day of the calendar month in which the Bonds are delivered to the purchaser or purchasers thereof, between the Authority and the Trustee, securing the Bonds.

"Trustee" means the financial institution selected to serve as trustee pursuant to the Trust Indenture, and any successor trustee.

Any term not defined herein, which is defined in the Lease Resolution or in the Trust Indenture, shall have the meaning as defined in such resolution or agreement.

Section 2. Lease of Project. In consideration of the rentals and other terms and conditions herein specified the Authority does hereby lease, demise and let to the Lessee the Project: TO HAVE AND TO HOLD the same with all rights, privileges, easements and appurtenances thereunto belonging, unto the Lessee for a term not to exceed twenty-five (25) years, [beginning on the first June 1 or August 1 after the Bonds are issued], and ending on the day not later than twenty (25) years thereafter. However, the term of this Lease shall terminate at the earlier of (a) the exercise of the option to purchase by the Lessee and payment of the option price, or (b) the payment or defeasance of all obligations of the Authority incurred (i) to finance the cost of the leased property, (ii) to refund such obligations, or (iii) to refund such refunding obligations. The Authority hereby represents that it is possessed of, or will acquire, a good and indefeasible estate in fee simple or an insurable right-of-way easement subject only to Permitted Encumbrances, to the above-described real estate, and the Authority warrants and will defend the same against all claims whatsoever not suffered or caused by the acts or omissions of the Lessee.

Notwithstanding the foregoing, the Project may be modified to add additional property to the Project or remove any portion of the Project, provided, however, following such modification, the rental payable under this Lease shall be based on the value of the portion of the Project which is available for use, and the rental payments due under this Lease shall be in amounts sufficient to pay when due all principal of and interest on all outstanding Bonds. If any part of the Project shall be partially or totally destroyed, or is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use or occupancy by the Lessee, as described in Section 5 hereof, the Lessee and the Authority agree to substitute other public improvements of similar value as the Project, which substitute improvements shall then constitute the Project under this Lease.

Section 3. Rental Payments. (a) During the term of this Lease, the Lessee agrees to pay rental for said premises as set forth in Section 4 hereof. Such rental shall be paid from the Lease Payment Account of the Redevelopment District Bond Fund. All rentals payable under the terms of this Lease shall be paid to the Trustee or to such other bank or trust company as may from time to time succeed the Trustee under the Trust Indenture. All payments so made shall be considered as payments to the Authority of the rentals payable hereunder.

(b) As additional rental the Lessee agrees to pay all fees, charges and reimbursement of expenses of the Trustee under the Trust Indenture and all prudent charges and expenses of the Authority incurred in the performance of its obligations hereunder.

Section 4. Rental Payment Dates and Amounts. The first semiannual rental installment in the amount of _____ Dollars (\$ _____) shall be due on [the first June 1 or December 1 after the issuance of the Bonds]. Thereafter such rentals shall be payable in advance in semiannual installments of _____ Dollars (\$ _____) on June 1 and December 1 of each year. The last semiannual rental payment due before the expiration of this Lease shall be adjusted to provide for rental at the amount specified above for the applicable semiannual period prorated from the date such installment is due to the date of the expiration of this Lease (without taking into account any subsequent early termination of this Lease pursuant to Section 2 hereof).

After the sale of the Bonds issued by the Authority to pay the cost of the acquisition of the property therefor and other expenses incidental thereto, the first rental installment will be reduced to an amount equal to the principal and interest due on the Bonds on the immediately succeeding Bond payment date, rounded up to the nearest multiple of One Thousand Dollars (\$1,000), plus Two Thousand Five Hundred Dollars (\$2,500). After the sale of the Bonds, the sum of the second and third semiannual rental installments and the sum of the fourth and fifth semiannual rental installments and the sum of the sixth and seventh semiannual rental installments, and so on, shall be reduced to an amount equal to the multiple of One Thousand Dollars (\$1,000) next highest to the sum of principal and interest due in each year ending on a Bond maturity date on such Bonds plus Five Thousand Dollars (\$5,000), payable in equal semiannual installments. Such amount of reduced annual rental shall be endorsed on this Lease at the end hereof by the parties hereto as soon as the same can be done after the sale of said Bonds, and such endorsement shall be recorded as an addendum to this Lease.

The Lessee will not take any action or fail to take any action that would result in the loss of the exclusion from gross income for federal tax purposes of interest on the Bonds pursuant to Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"), as in effect on the date of delivery of the Bonds, nor will the Lessee act in any manner which would adversely affect such exclusion. The Lessee further covenants that it will not make any investment or do any other act or thing during the period that any Bond is outstanding hereunder which would cause any Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and the regulations thereunder as in effect on the date of delivery of the Bonds. All officers, members, employees and agents of the Lessee are authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the Lessee as of the date the Bonds are issued and to enter into covenants on behalf of the Lessee evidencing the Lessee's commitments made herein.

Section 5. Abatement of Rent. If any part of the Project is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use by the Lessee, it shall then be the obligation of the Authority to restore and rebuild that portion of the Project as promptly as may be done, unavoidable strikes and other causes beyond the control of the Authority excepted; provided, however, that the Authority shall not be obligated to expend on such restoration or rebuilding more than the condemnation proceeds received by the Authority.

If any part of the Project shall be partially or totally destroyed, or is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use or occupancy by the Lessee, the rent shall be abated for the period during which the Project or such part thereof is unfit or unavailable for use, and the abatement shall be in proportion to the percentage of the Project which is unfit or unavailable for use or occupancy.

Section 6. Net Lease. It is expressly understood and agreed that this Lease shall be what is known as a net lease (*i.e.*, the rent being absolutely net to the Authority and that all other expenses in connection with the Project of any nature whatsoever shall be those of the Lessee) and that during the lease term the Lessee shall be obligated to pay as its expenses without reimbursement from the Authority all costs of taxes and assessments, if any, and maintenance, operation and use in connection with or relating to the Project, including, but not limited to, all costs and expenses of all services, repair or replacement of all parts of the Project or improvements of the Project.

Section 7. Nonliability of Authority. The Authority shall not be liable for damage caused by hidden defects or failure to keep the Project in repair and shall not be liable for any damage done or occasioned by or from plumbing, gas, water or other pipes or the bursting or leaking of plumbing or heating fixtures in connection with said premises, nor for damage occasioned by water, snow or ice. The Authority shall not be liable for any injury to the Lessee or any sublessee of the Lessee or any other person which injury occurs on, in or about the Project howsoever arising. The Authority shall not be liable for damage to the Lessee's property or to the property of any sublessee of the Lessee or of any other person which may be located in, upon or about the Project.

Section 8. Alterations. The Lessee shall have the right, without the consent of the Authority, to make all alterations, modifications and additions and to do all improvements it deems necessary or desirable to the Project, which do not reduce the rental value of the Project.

Section 9. Insurance. During the full term of this Lease, the Lessee shall, at its own expense, carry combined bodily injury insurance, including accidental death, and property damage insurance with reference to the Leased Premises in an amount not less than _____ Dollars (\$_____) on account of each occurrence with one or more good and responsible insurance companies. Such public liability insurance may be by blanket insurance policy or policies.

The proceeds of the public liability insurance required herein (after payment of expenses incurred in the collection of such proceeds) shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds are paid. Such policies shall be for the benefit of persons having an insurable interest in the Project, and shall be made

payable to the Authority, the Lessee, and the Trustee and to such other person or persons as the Authority may designate. Such policies shall be countersigned by an agent of the insurer who is a resident of the State of Indiana and deposited with the Authority and the Trustee. If, at any time, the Lessee fails to maintain insurance in accordance with this Section, such insurance may be obtained by the Authority and the amount paid therefor shall be added to the amount of rentals payable by the Lessee under this Lease; provided, however, that the Authority shall be under no obligation to obtain such insurance and any action or non-action of the Authority in this regard shall not relieve the Lessee of any consequence of its default in failing to obtain such insurance.

The insurance policies described in this Section 9 may be acquired by another party and shall satisfy this Section 9 as long as the Authority, the Lessee and the Trustee are named as additional insureds under such policies. Such coverage may be provided by scheduling it under a blanket insurance policy or policies.

Section 10. Use of Insurance and Condemnation Proceeds. If title to or the temporary use of the Project, or any part thereof, shall be taken under the exercise or the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, any net proceeds received from any award made in such eminent domain proceedings (after payment of expenses incurred in such collection) shall be paid to and held by the Trustee under the Indenture.

Such proceeds shall be applied in one or more of the following ways:

(a) The restoration of the Project to substantially the same condition as it existed prior to the exercise of that power of eminent domain, or

(b) the acquisition, by construction or otherwise, of other improvements suitable for the Lessee's operations on the Project and which are in furtherance of the purposes of the Act (the improvements shall be deemed a part of the Project and available for use and occupancy by the Lessee without the payment of any rent other than as herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby)

Within ninety (90) days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the Lessee shall direct the Authority and the Trustee in writing as to which of the ways specified in this Section the Lessee elects to have the net proceeds of the condemnation award applied. Any balance of the net proceeds of the award in such eminent domain proceedings not required to be applied for the purposes specified in subsections (a) or (b) above shall be deposited in the sinking fund held by the Trustee under the Indenture and applied to the repayment of the Bonds.

The Authority shall cooperate fully with the Lessee in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof and will to the extent it may lawfully do so permit the Lessee to litigate in any such proceedings in its own name or in the name and on behalf of the Authority. In no event will the Authority voluntarily settle or consent to the settlement of any prospective or pending condemnation

proceedings with respect to the Project or any part thereof without the written consent of the Lessee, which consent shall not be unreasonably withheld.

Section 11. Liability Insurance. The Lessee shall, at all times during the full term of this Lease, keep in effect, public liability and property damage insurance, insuring the Lessee, the Authority and the Trustee in amounts customarily carried for similar properties.

Section 12. General Insurance Provisions. All insurance policies required by Sections 9 and 11 hereof, shall be with insurance companies rated B+ or better by A.M. Best Company (or a comparable rating service if A.M. Best Company ceases to exist or rate insurance companies), and shall be countersigned by an agent of the insurer who is a resident of the State of Indiana, and such policies, or copies thereof, and the certificate of the architect or engineer referred to in Section 9 hereof shall be deposited with the Authority and the Trustee. If, at any time, the Lessee fails to maintain insurance in accordance with Sections 9 and 11 hereof, such insurance may be obtained by the Authority, or may be obtained by the Trustee, and the amount paid for such insurance shall be added to the amount of rental payable by the Lessee under this Lease; provided, however, that neither the Authority nor the Trustee shall be under any obligation to obtain such insurance, and any action or non-action of the Authority or Trustee in this regard shall not relieve the Lessee of any consequences of a default in failing to obtain such insurance.

Section 13. General Covenants. The Lessee shall not assign this Lease. The Lessee covenants that, except for Permitted Encumbrances, it will not encumber the Project, or permit any encumbrance to exist thereon, and that it shall use and maintain the Project in accordance with the laws and ordinances of the United States of America, the State of Indiana and all other proper governmental authorities. The Authority agrees that it will, at the request of the Lessee, execute and deliver to or upon the order of the Lessee such instrument or instruments as may be reasonably required by the Lessee in order to subject the Project, or the Authority's interest therein, to such encumbrances as shall be specified in such request and as shall be permitted by the provisions of this Section 13 or otherwise by the definition of "Permitted Encumbrances."

Section 14. Option to Purchase. The Authority hereby grants the Lessee the right and option, on any rental payment date, upon thirty (30) days' written notice to the Authority, to purchase the Project at a price equal to the amount required to enable the Authority to provide for the redemption of all outstanding Bonds, all premiums payable on the redemption thereof, and accrued and unpaid interest, and to pay the cost of redeeming the Bonds.

Upon request of the Lessee, the Authority agrees to furnish an itemized statement setting forth the amounts required to be paid by the Lessee on the next rental payment date in order to purchase the Project in accordance with the preceding paragraph.

If the Lessee exercises its option to purchase, the Lessee shall pay to the Trustee that portion of the purchase price which is required to provide for the payment of all the Bonds, including all premiums payable on the redemption thereof, accrued and unpaid interest thereon and the costs of redemption thereof. Such payment shall not be made until the Trustee gives to the Lessee a written statement that such amount will be sufficient to retire all Bonds, including all premiums payable on the redemption thereof and accrued and unpaid interest.

The remainder of such purchase price, if any, shall be paid by the Lessee to the Authority. Nothing herein contained shall be construed to provide that the Lessee shall be under any obligation to purchase the Project, or under any obligation in respect to any creditors or bondholders of the Authority.

If the Lessee has not exercised its option to purchase the Project at the expiration of the term of the Lease and upon the full discharge and performance by the Lessee of its obligations under this Lease, the Authority shall execute a deed of the Project to the Lessee conveying good and merchantable title thereto, subject only to Permitted Encumbrances.

Section 15. Defaults. If the Lessee shall (a) default in the payment of any rentals or other sums payable to the Authority hereunder, or in the payment of any other sum herein required to be paid to the Authority, (b) fail to comply with the terms set forth in the Lease Resolution, or (c) default in the observance of any other covenant, agreement or condition hereof, and such default shall continue for ninety (90) days after written notice to correct the same, then, in any of such events, the Authority may proceed to protect and enforce its rights, either at law or in equity, by suit, action, mandamus or other proceedings, whether for specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy.

Section 16. Notices. Whenever either party shall be required to give notice to the other under this Lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party at its last known place of business. A copy of any notice shall be mailed by first-class mail to the Trustee at its last known place of business.

Section 17. Construction of Covenants. All provisions contained herein shall be construed in accordance with the provisions of the Act and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and the provisions of the Act, the provisions of said Act shall be deemed to be controlling and binding upon the parties.

Section 18. Successors or Assigns. All covenants of this Lease, whether by the Authority or the Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed for and on their behalf as of the day and year first hereinabove written.

CITY OF FORT WAYNE
REDEVELOPMENT AUTHORITY

By: _____
President

ATTEST:

Secretary-Treasurer

CITY OF FORT WAYNE
REDEVELOPMENT COMMISSION

By: _____
President

ATTEST:

Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, personally known by me to be the President and Secretary-Treasurer, respectively, of the City of Fort Wayne Redevelopment Authority, and acknowledged the execution of the foregoing Lease for and on behalf of said Authority.

WITNESS my hand and Notarial Seal this ____ day of _____, 2018.

(SEAL)

(Written Signature)

My commission expires on:

(Printed Signature)

I am a resident of

_____ County, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, personally known by me to be the President and Secretary, respectively, of the City of Fort Wayne Redevelopment Commission, and acknowledged the execution of the foregoing Lease for and on behalf of said Commission.

WITNESS my hand and Notarial Seal this ____ day of _____, 2018.

(SEAL)

(Written Signature)

My commission expires on:

(Printed Signature)

I am a resident of

_____ County, Indiana

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law: Scott E. Peck

This instrument was prepared by Scott E. Peck, FAEGRE BAKER DANIELS LLP, 300 North Meridian Street, Suite 2700, Indianapolis, Indiana 46204.

EXHIBIT A

PERMITTED ENCUMBRANCES

[The standard encumbrances and exceptions to the title as would be set forth on a Policy of Title Insurance covering the real estate and improvements thereon which are subject to the Lease; and _____].

EXHIBIT B

PROJECT DESCRIPTION

The right-of-way associated with the following public improvements:

[List of roadway, storm water and sanitary sewer improvements to be attached]

BILL NO. R-18-10-13

REPORT OF COMMITTEE ON FINANCE

November 13, 2018

John Crawford Chair

Jason Arp Co-Chair

All Council Members

A Resolution of the Common Council of the City of Fort Wayne, Indiana, approving a lease for certain public improvements between the City of Fort Wayne Redevelopment Authority and the City of Fort Wayne Redevelopment Commission and regarding certain related matters

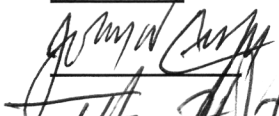
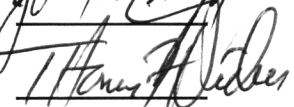

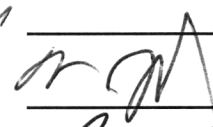
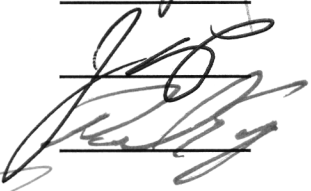
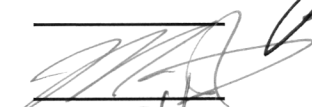

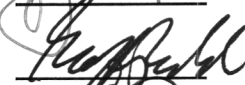
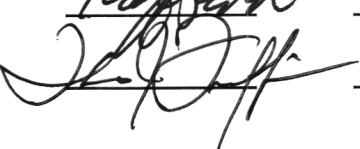
COMMITTEE ON FINANCE HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

DO PASS

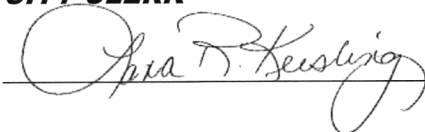
DO NOT PASS

ABSTAIN

NO REC

	_____	_____	_____
	_____	_____	_____
		_____	_____
_____		_____	_____
_____	_____	_____	_____
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	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date: N/A


Read the first time in full and on motion by Councilman Crawford.

Read the second time by title and referred to the Finance Committee.

Read the third time in full and on motion by Councilman Crawford, placed on passage by the following vote:

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BARRANDA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CRAWFORD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>


DATED: November 13, 2018



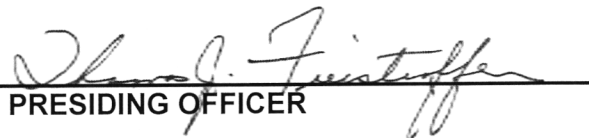
 LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Resolution No. R-18-10-13 on the 13th day of November, 2018



 LANA R. KEESLING
 CITY CLERK



 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th of November 2018, at the hour of 11:40 o'clock A.M. E.S.T.

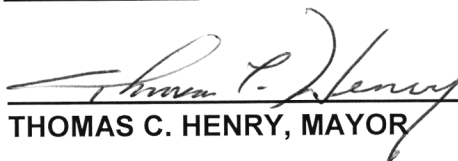


 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 14TH day of November

2018, at the hour of 2:00 O'clock PM E.S.T.

FORT WAYNE, INDIANA
RECEIVED
 NOV 14 2018
 LANA R. KEESLING
 CITY CLERK



 THOMAS C. HENRY, MAYOR