

TOWN OF SELLERSBURG
REGULAR TOWN COUNCIL MEETING
316 E. UTICA STREET SELLERSBURG, INDIANA 47172

Agenda for
May 12, 2025 at 6:00 p.m.

CALL TO ORDER AND ROLL CALL OF MEMBERS:

PRAYER:

PLEDGE OF ALLEGIANCE: All Present.

MOTION TO AMEND/ADOPT THE AGENDA AS PRESENTED:

APPROVAL OF MINUTES:

Approval of minutes as submitted by the Clerk-Treasurer.

APPROVAL OF ALLOWANCE CLAIMS:

APPROVAL OF PAYROLL ALLOWANCE DOCKET:

REDEVELOPMENT AUTHORITY APPOINTMENTS:

COMMENTS FROM PUBLIC ON AGENDA ITEMS (time limit of 5 minutes per person):

ORDINANCES AND RESOLUTIONS:

1. ORDINANCE 2025 – OR -011: An Ordinance Disposing of Surplus or Worthless Personal Property Belonging to the Town of Sellersburg, Indiana: Dodge Durango VIN # 1C4SDJFT0KC754019
2. RESOLUTION 2025 – R - ____ : Council Bond Resolution-Sellersburg Lease Rental Revenue Bonds Series 2025 – 4935-7780-1025.1

UNFINISHED BUSINESS:

1. CCMG Change Order: Addition of Walk Ave from Allhands Ave. to Buehite St. to MAC Contract

NEW BUSINESS:

1. 3221 Homans Lane: Appraisals for Sale

GENERAL COMMENTS FROM THE PUBLIC (limited to 15 minutes total):

RECEIPT OF STAFF REPORTS:

Charlie Smith, Town Manager
Chief Russ Whelan
Engineering Status Updates
Jacob “Jake” Elder, Town Attorney

COMMENTS FROM COUNCIL MEMBERSHIP (Good of the Order):

Randall Mobley, District 2
Terry Langford, District 4
Brad J. Amos, District 3
Scott McVoy, District 1
Matthew Czarnecki, At-Large
Michelle Miller, Clerk-Treasurer

ADJOURN:

STATE OF INDIANA

BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

ORDINANCE NO. 2025 – OR – 011

**AN ORDINANCE DISPOSING OF SURPLUS OR WORTHLESS PERSONAL
PROPERTY BELONGING TO THE TOWN OF SELLERSBURG, INDIANA.**

WHEREAS, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body for Sellersburg, Indiana (the “Town”) and the President of this Council is the Town Executive; and,

WHEREAS, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the Town; and,

WHEREAS, pursuant to Ind. Code § 5-22-22-3(b), this Council, acting as the purchasing agent, may sell property that “belongs to the governmental body, but is no longer needed for the purpose for which it was intended”; and,

WHEREAS, if the purchasing agent does not engage an auctioneer or if the surplus property is not sold through an Internet auction site under Section 4.5 of Ind. Code § 5-22-22 *et seq.*, the purchasing agent shall sell the property at a public sale or by sealed bids delivered to the office of the purchasing agency before the date of the sale, unless otherwise allowed under Indiana law. Advertisement of sale shall be made in accordance with Ind. Code § 5-3-1 and all sales shall be made to the highest and most responsible bidder. (*Ind. Code § 5-22-22-5*); and,

WHEREAS, pursuant to Ind. Code § 5-22-22-8, “if the property is worthless, it may be demolished or junked.” Property may be determined to be worthless or of no market value if the value of the property is less than the estimated costs of the sale and transportation of the property; and,

WHEREAS, pursuant to Ind. Code § 36-1-11-9, “[w]henever a disposing agent purchases new property with a condition that property of a similar nature is to be traded in or exchanged as part of the purchase and in reduction of the purchase price, the exchange or trade-in may be made without compliance with section 7 of this chapter but must comply with section 16 of this chapter”; and,

WHEREAS, this Council, at the recommendation of the Chief of Police, has determined that a 2019 Grey Durango police car is worthless as it was totaled on April 3, 2025 when it was involved in an accident.

NOW THEREFORE BE IT ORDAINED by this Town Council of Sellersburg, Indiana as follows:

1. The following personal property is deemed worthless and shall be disposed of consistent with Indiana law:

2019 Dodge Durango
VIN # 1C4SDJFT0KC754019
Mileage: Approximately 50,000
2. This Council further grants the Town Manager / Chief of Police with the authority to either sell, trade, and otherwise dispose of the above-referenced personal property.
3. This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council.

So Ordained this ____ day of _____, 20____.

[signature page to follow]

“Aye”

“Nay”

Brad Amos
Council President

Brad Amos
Council President

Terry Langford
Council Vice President

Terry Langford
Council Vice President

Scott McVoy
Council 2nd Vice President

Scott McVoy
Council 2nd Vice President

Matthew Czarnecki
Council Member

Matthew Czarnecki
Council Member

Randall Mobley
Council Member

Randall Mobley
Council Member

Attested by: Michelle Miller
Sellersburg Clerk-Treasurer

FIRST READING

DATE: _____

MOTION: _____

SECOND: _____

VOTE: _____ AYE _____ NAY _____ ABSTAIN

SECOND READING

DATE: _____

MOTION: _____

SECOND: _____

VOTE: _____ AYE _____ NAY _____ ABSTAIN

RESOLUTION NO. 2025-__

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
SELLERSBURG, INDIANA APPROVING AND AUTHORIZING THE
EXECUTION OF LEASE AGREEMENTS RELATING TO LOCAL
SEWAGE WORKS PROJECTS**

WHEREAS, the Town Council of the Town of Sellersburg, Indiana (the "Council" and the "Town", respectively) has been advised that the Sellersburg Redevelopment Authority (the "Authority") intends to issue its Lease Rental Revenue Bonds, Series 2025, in one or more series, in the aggregate principal amount not to exceed Ten Million Five Hundred Thousand Dollars (\$10,500,000) (the "Bonds") to finance a portion of the costs of the design, construction, and/or installation of certain upgrades to the Town's sewage works, including but not limited to the installation of: (i) an approximately 4,900 linear feet of 24" gravity interceptor sewer commencing behind the Ivy Tech Community college and discharging just upstream of the existing Penn Street pump station in Sellersburg; (ii) an approximately 7,500 linear feet of gravity sewer and 5,000 feet of force main sewer beginning near Camp Run Parkway in Sellersburg; (iii) a new sewage works pump station; and (iv) related improvements (collectively, the "Project"); and

WHEREAS, the Bonds to be issued by the Authority will be payable from lease rentals received by the Authority, as lessor, from the Sellersburg Redevelopment Commission (the "Commission"), as lessee, under a lease between the Authority and the Commission (the "Project Lease") of the real estate consisting of certain roads of the Town as more particularly described in the Project Lease (the "Leased Premises"), the form of which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Town owns the Leased Premises and desires to facilitate the issuance by the Authority of the Bonds for the financing of the Project and, in connection therewith, is willing to lease the Leased Premises to the Authority pursuant to the terms of the lease between the Town and the Authority, the form of which is attached hereto as Exhibit B and incorporated herein by reference (the "Site Lease"); and

WHEREAS, the Council has been advised that the Project Lease may be entered into pursuant to Indiana Code 36-7-14 and 14.5, each as amended (collectively, the "Act"), and the Site Lease may be entered into pursuant to the Act and Indiana Code 36-1-11-8; and

WHEREAS, the Council has been further advised that the Commission, after holding a public hearing, will consider for adoption a resolution approving the Site Lease and also authorizing the execution of the Project Lease, finding, pursuant to Indiana Code 36-7-14.5-14, that the lease rental payments to be paid by the Commission to the Authority pursuant to the Project Lease are fair and reasonable and finding, pursuant to Indiana Code 36-7-14-25.2, that the Project and the use of the Leased Premises, throughout the term of the Project Lease, will serve the public purposes of the Town and is in the best interest of its residents; and

WHEREAS, the Council desires to approve the forms of the Project Lease and Site

Lease, subject to the condition that the aforementioned resolution of the Commission is adopted by the Commission pursuant to Indiana Code 36-7-14-25.2, which provides that any lease approved by a resolution of the Commission must be approved by an ordinance or resolution of the fiscal body of the unit; and

WHEREAS, to facilitate the sale of and secure the Bonds to be issued by the Authority to finance the costs of the Project, the Commission will pledge to the Authority for payment of lease rentals under the Project Lease tax increment revenues derived from the Sellersburg Economic Development Area Allocation Area ("TIF Revenues") and, to the extent the TIF Revenues and any other revenues legally available to the Commission for such purpose are not sufficient, a special benefits tax levied on all taxable property within the Sellersburg Redevelopment District under Indiana Code 36-7-14-27 (the "Special Benefits Tax");

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SELLERSBURG, INDIANA AS FOLLOWS:

1. The Council hereby approves the forms of the Site Lease and the Project Lease.
2. In accordance with Indiana Code 36-7-14-25.2(c), the Council hereby approves the following provisions in connection with the Project Lease and the Bonds: (i) the maximum annual lease rental for the lease rentals due under the Project Lease is \$1,550,000; (ii) the maximum interest rate for the Bonds to finance the Project is 6.00% per annum and such Bonds may be subject to mandatory sinking fund redemption and optional redemption, the specific terms of such redemption shall be determined by the Authority with the advice of the Town's municipal advisor; (iii) the proceeds of the Bonds may be used to pay costs of the Project, fund a debt service reserve (if necessary), pay capitalized interest (if necessary), and pay costs of issuance expenses; and (iv) the maximum term of the Project Lease is fifteen (15) years.
3. The Site Lease will serve the public purposes of the Town and is in the best of interests of the Town's residents. Considering the Project to be financed and constructed by the Authority, the lease rentals provided under the Site Lease are fair and reasonable, and the execution of the Site Lease is necessary and wise.
4. Subject to the prior approval of the Commission, the Council President and the Clerk-Treasurer of the Town are authorized to (i) execute and attest the Site Lease and (ii) approve any such amendments, additions, deletions, and changes to the Site Lease as they deem necessary or advisable, and their approval shall be signified by their execution of said Site Lease.
5. The Council hereby approves the pledge by the Commission of the TIF Revenues and Special Benefits Tax for payment of rentals due under the Project Lease.
6. The Council may, in its sole discretion, make any other revenues or funds of the Town legally available for such purpose available to the Commission for the payment of rentals due under the Project Lease; however, such revenues or funds are not pledged for such purpose.
7. All other resolutions or parts thereof in conflict with the provisions and the intent

of this Resolution are hereby repealed.

8. This Resolution shall be in full force and effect from and after its passage.

ALL OF WHICH IS PASSED AND ADOPTED THIS _____ DAY OF MAY, 2025, BY THE TOWN COUNCIL OF THE TOWN OF SELLERSBURG, CLARK COUNTY, INDIANA.

TOWN COUNCIL OF THE TOWN OF
SELLERSBURG, INDIANA

Scott McVoy

Randall Mobley

Brad Amos

Terry Langford

Matthew Czarnecki

Attest:

Michelle D. Miller, Clerk-Treasurer

*Signature Page to Council Resolution Approving and Authorizing the Execution of Lease
Agreements Relating to Local Sewage Works Projects*

EXHIBIT A

Form of Project Lease

(attach)

LEASE AGREEMENT

between

SELLERSBURG REDEVELOPMENT AUTHORITY

LESSOR

and

SELLERSBURG REDEVELOPMENT COMMISSION

LESSEE

Dated as of _____, 2025

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and dated as of this ____ day of _____, 2025, by and between the SELLERSBURG REDEVELOPMENT AUTHORITY, as lessor (the "Lessor"), a separate body corporate and politic organized and existing under Indiana Code 36-7-14.5 as an instrumentality of the Town of Sellersburg, Indiana (the "Town"), and the SELLERSBURG REDEVELOPMENT COMMISSION, as lessee (the "Lessee"), the governing body of the Town of Sellersburg Department of Redevelopment acting for and on behalf of the Town.

WITNESSETH:

WHEREAS, the Town has created the Lessor pursuant to the provisions of Indiana Code 36-7-14, Indiana Code 36-7-14.5 and Indiana Code 36-7-25 (collectively, the "Act"), for the purpose of financing, constructing, acquiring and leasing to the Lessee certain local public improvements and redevelopment projects;

WHEREAS, the Town has created the Lessee to undertake redevelopment and economic development in the Town in accordance with the Act;

WHEREAS, the Lessee has designated an area in the Town as the "Sellersburg Economic Development Area" (the "Area") as an economic development area under the Act; and

WHEREAS, to foster economic development and redevelopment in the Town, the Lessor, and the Lessee desire to provide for the planning, designing and construction of, among others, the improvements set forth on Exhibit A hereto (collectively, the "Project"), which are located in or directly serve or benefit the Area established by the Lessee;

WHEREAS, the Act authorizes the Lessor to issue bonds for the purpose of obtaining money to pay the cost of acquiring property or constructing, improving, reconstructing or renovating public improvements;

WHEREAS, the costs of designing and constructing the Project will be paid from proceeds of bonds, to be issued by the Lessor in one or more series in the maximum aggregate principal amount not to exceed Ten Million Five Hundred Thousand Dollars (\$10,500,000) (the "Bonds");

WHEREAS, the annual rentals to be paid under this Lease by the Lessee will be pledged by the Lessor to pay debt service on and pay other necessary incidental expenses of the Lessor relating to the Bonds to be issued by the Lessor to finance the Project;

WHEREAS, pursuant to Indiana Code 36-7-14-27 the Lessee has the authority to levy a special benefits tax upon all taxable property within the Town of Sellersburg Redevelopment District (the "District");

WHEREAS, the Lessor has acquired or will acquire a leasehold or otherwise ownership interest in the real estate (the "Real Estate" or the "Leased Premises") consisting of various streets owned by the Town as described in Exhibit B, and such interest shall be for a term no less than the term of this Lease;

WHEREAS, the Lessee has determined, after a public hearing held pursuant to the Act after notice given pursuant to Indiana Code 5-3-1, that the lease rentals provided for in this Lease are fair and reasonable, that the execution of this Lease is necessary, and that the service provided by the Project will serve the public purposes of the Town and is in the best interests of its residents, and the Town Council of the Town ("Town Council") has by resolution approved this Lease, and the resolution has been entered in the official records of the Town Council; and

WHEREAS, the Lessor has determined that the lease rentals provided for in this Lease are fair and reasonable, that the execution of this Lease is necessary, and that the service provided by the Project will serve the public purposes of the Town and is in the best interests of its residents, and the Lessor has duly authorized the execution of this Lease by resolution, and the resolution has been entered in the official records of the Lessor.

THIS AGREEMENT WITNESSETH THAT:

1. Premises, Term and Warranty. The Lessor does hereby lease, demise, and let to Lessee all of Lessor's right, title, and interests in and to the Leased Premises. Notwithstanding the foregoing, this Lease will be of no full force and effect until such time that the Town executes a lease agreement with Lessor that grants Lessor a leasehold interest in the Leased Premises.

TO HAVE AND TO HOLD the Leased Premises with all rights, privileges, easements and appurtenances thereunto belonging, unto the Lessee, beginning on the date on which the Lessee begins to make lease rental payments hereunder and ending on the day prior to a date not more than fifteen (15) years thereafter. However, the term of this Lease will terminate at the earlier of (a) the exercise by the Lessee of the option to purchase the Leased Premises pursuant to Section 11 and the payment of the option price, or (b) the payment or defeasance of all bonds issued (i) to finance the cost of the Project, (ii) to refund all or a portion of such bonds, (iii) to refund all or a portion of such refunding bonds, or (iv) to improve the Project; provided that no bonds or other obligations of the Lessor issued to finance or refinance the Project remain outstanding at the time of such payment or defeasance. The Lessor hereby represents that it is possessed of, or will acquire, a leasehold interest in the Leased Premises and the Lessor warrants and will defend the Leased Premises against all claims whatsoever not suffered or caused by the acts or omissions of the Lessee or its assigns.

Notwithstanding the foregoing, the Leased Premises may be amended to add additional property to the Leased Premises or remove any portion of the Leased Premises, provided however, following such amendment, the rental payable under this Lease shall be based on the value of the portion of the Leased Premises 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.

2. Lease Rental. (a) Rental Payments. The Lessee agrees to pay annual rental for the use and occupancy of the Leased Premises during the term of the Lease not to exceed One Million Five Hundred Fifty Thousand Dollars (\$1,550,000) payable in semiannual installments (the "Fixed Annual Rentals"). Each such semiannual installment, payable as described in Section 3 herein, shall be based on the value of the Leased Premises together with that portion of the

Project which is complete and ready for use by the Lessee at the time such semiannual installment is made.

After the sale of the Bonds issued to finance the acquisition and construction of the Leased Premises, the Fixed Annual Rentals shall be reduced to an amount equal to an amount sufficient to pay principal and interest due in each twelve (12) month period commencing each year on January 15, rounded up to the next One Thousand Dollars (\$1,000), plus Five Thousand Dollars (\$5,000) each year for Trustee (defined below) fees and other administrative expenses, payable in advance in semiannual installments. The amount of each semiannual installment of such reduced Fixed Annual Rentals shall be endorsed on this Lease by the parties hereto at the time of the issuance of the Bonds and recorded as an addendum in the form attached hereto as Exhibit C. If more than one series of Bonds is issued, the addendum shall be executed and recorded upon issuance of the final series of Bonds.

(b) Additional Rental Payments. (i) The Lessee shall pay as further rental in addition to the rentals paid under Section 2(a) for the Leased Premises ("Additional Rentals") the amount of all taxes and assessments levied against or on account of the Leased Premises or the receipt of lease rental payments and the amount required to reimburse the Lessor for any insurance payments made by it under Section 6. The Lessee shall pay as additional rental all administrative expenses of the Lessor, including ongoing Trustee fees, relating to the Bonds. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to the Lessor by the Lessee, at least three (3) days before the last day upon which such payments must be paid to avoid delinquency. If the Lessee shall in good faith desire to contest the validity of any such tax or assessment, the Lessee shall so notify the Lessor and shall furnish bond with surety to the approval of the Lessor conditioned for the payment of the charges so desired to be contested and all damages or loss resulting to the Lessor from the nonpayment thereof when due, the Lessee shall not be obligated to pay the contested amounts until such contests shall have been determined. The Lessee shall also pay as Additional Rentals the amount calculated by or for the Lessor as the amount required to be rebated, or paid as a penalty, to the United States of America under Section 148(f) of the Internal Revenue Code of 1986, as amended and in effect on the date of issue of the Bonds ("Code"), after taking into account other available moneys, to prevent the Bonds from becoming arbitrage bonds under Section 148 of the Code.

(ii) The Lessee may by resolution pay Additional Rentals to enable the Lessor to redeem or purchase Bonds prior to maturity. Rental payments due under this Section 2 shall be reduced to the extent such payments are allocable to the Bonds redeemed or purchased by the Lessor with such Additional Rentals. The Lessee shall be considered as having an ownership interest in the Leased Premises valued at an amount equal to the amount of the Additional Rentals paid pursuant to this subsection (b)(ii).

(c) Source of Payment of Rentals. The Fixed Annual Rentals and the Additional Rentals shall be payable from tax increment revenues from the Area ("TIF Revenues") and, to the extent the TIF Revenues and any other revenues legally available to the Commission for such purpose are not sufficient, from the revenues of a special benefits tax levied by the Lessee pursuant to Indiana Code 36-7-14-27 (the "Special Tax Revenues").

3. Payment of Rentals. (a) The first lease rental payment shall be due on [January 15, 2026]. Thereafter, rentals on the Leased Premises shall be payable in advance in semiannual installments on January 15 and July 15 of each year during the Term of the Lease. The last semiannual rental payment on the Leased Premises due shall be adjusted to provide for a rental payment at the rate specified above from the date such installment is due to the expiration of this Lease.

(b) All rentals payable under the terms of this Lease shall be paid by the Lessee to the bank or trust company designated as trustee ("Trustee") under the Trust Indenture between it and the Lessor ("Indenture"), or to such other bank or trust company as may from time to time succeed such bank as Trustee under the Indenture securing the bonds to be issued by the Lessor to finance the acquisition and construction of the Leased Premises. Any successor trustee under the Indenture shall be endorsed on this Lease at the end hereof by the parties hereto as soon as possible after selection, and such endorsement shall be recorded as an addendum to this Lease. All payments so made by the Lessee shall be considered as payment to the Lessor of the rentals payable hereunder.

4. Abatement of Rent. If any part of the Leased Premises 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, it shall then be the obligation of the Lessor to restore and rebuild that portion of the Leased Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; provided, however, that the Lessor shall not be obligated to expend on such restoration or rebuilding more than the condemnation proceeds received by the Lessor.

If any part of the Leased Premises 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 Leased Premises or such part thereof is unfit or unavailable for use or occupancy, and the abatement shall be in proportion to the percentage of the Leased Premises which is unfit or unavailable for use or occupancy.

Notwithstanding anything in the Lease to the contrary, in the event of partial or total destruction of the Leased Premises, the Lessee shall, or shall cause the Town to transfer to the Lessor leasable property and improvements of substantially equal value to the Leased Premises destroyed in substitute thereof, and the Fixed Annual Rentals and Additional Rentals provided for therein shall continue to be paid as provided by the Lease without interruption or abatement. In the event of such substitution, the substituted property shall become part of the Leased Premises under the Lease for all purposes hereof.

5. Maintenance, Alterations and Repairs. The Lessee may enter into agreements with one or more other parties for the operation, maintenance, repair and alterations of all or any portion of the Leased Premises. Such other parties may assume all responsibility for operation, maintenance, repairs and alterations to the Leased Premises. At the end of the term of this Lease, the Lessee shall deliver the Leased Premises to the Lessor in as good condition as at the beginning of the term, reasonable wear and tear only excepted.

6. Insurance. During the full term of this Lease, the Lessee shall, if commercially available for the Leased Premises, 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 One Million Dollars (\$1,000,000) 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. During the full term of this Lease, Lessee will, if commercially available for the Leased Premises, also, at its own expense, maintain rent or rental value insurance in an amount equal to the full rental value of the Leased Premises for a period of two (2) years against physical loss or damage of the type insured against pursuant to the preceding requirements of this clause.

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 Leased Premises, and shall be made payable to the Lessor, the Lessee, and the Trustee and to such other person or persons as the Lessor 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 Lessor 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 Lessor and the amount paid therefor shall be added to the amount of rentals payable by the Lessee under this Lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or non-action of the Lessor 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 6 may be acquired by another party and shall satisfy this Section as long as the Lessor, 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.

7. Eminent Domain. If title to or the temporary use of the Leased Premises, 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 Leased Premises 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 use of the Leased Premises and which are in furtherance of the purposes of the Act and the Plan (the improvements shall be deemed a part of the Leased Premises and available for use 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 Lessor 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 Lessor shall cooperate fully with the Lessee in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Leased Premises 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 Lessor. In no event will the Lessor voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof without the written consent of the Lessee, which consent shall not be unreasonably withheld.

8. General Covenant. The Lessee shall not assign this Lease or mortgage, pledge, or sublet the Leased Premises herein described, without the written consent of the Lessor. The Lessee shall contract with the other parties to use and maintain the Leased Premises in accordance with the laws, regulations, and ordinances of the United States of America, the State of Indiana, the Town, and all other proper governmental authorities.

9. Tax Covenants. In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the Bonds, the Lessee and the Lessor represent, covenant and agree that neither the Lessor nor the Lessee will take any action or fail to take any action with respect to the Bonds, this Lease or the Leased Premises that will result in the loss of the exclusion from gross income for federal tax purposes of interest on the Bonds under Section 103 of the Code, nor will they act in any other manner which will adversely affect such exclusion; and it will not make any investment or do any other act or thing during the period that the Bonds are outstanding which will cause any of the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

The covenants in this Section are based solely on current law in effect and in existence on the date of issuance of the Bonds. It shall not be an event of default under this Lease if interest on any Bonds is not excludable from gross income pursuant to any provision of the Code which is not in existence and in effect on the issue date of the Bonds.

All officers, members, employees, and agents of the Lessor and the Lessee are authorized to provide certifications of facts and estimates that are material to the reasonable expectations of the Lessor and the Lessee as of the date the Bonds are issued and to enter into covenants on behalf of the Lessor and the Lessee evidencing the Lessor's and the Lessee's commitments made herein. In particular, all or any members or officers of the Lessor and the Lessee are authorized to certify and enter into covenants regarding the facts and circumstances and reasonable expectations of the Lessor and the Lessee on the date the Bonds are issued and the commitments made by the Lessor and the Lessee herein regarding the amount and use of the proceeds of the Bonds.

10. Option to Renew. The Lessor hereby grants to the Lessee the right and option to renew this Lease for a further like or lesser term upon the same or like conditions as herein contained, and applicable to the portion of the premises for which the renewal applies, and the

Lessee shall exercise this option by written notice to the Lessor given upon any rental payment date prior to the expiration of this Lease.

11. Option to Purchase. The Lessor hereby grants to the Lessee the right and option, on any date, upon sixty (60) days' written notice to the Lessor, to purchase Lessor's leasehold interest in the Leased Premises, or any portion thereof, at a price equal to the amount required to pay all indebtedness incurred on account of the Leased Premises, or such portion thereof (including indebtedness incurred for the refunding of that indebtedness), including all premiums payable on the redemption thereof and accrued and unpaid interest, and including the proportionate share of the expenses and charges of liquidation, if the Lessor is to be then liquidated. In no event, however, shall such purchase price exceed the capital actually invested in such property by the Lessor represented by outstanding securities or existing indebtedness plus the cost of transferring the property and liquidating the Lessor. The phrase "capital actually invested" as used herein shall be construed to include, but not by way of limitation, the following amounts expended by the Lessor in connection with the acquisition and financing of the Leased Premises: organization expenses, financing costs, carry charges, legal fees, architects' fees, and reasonable costs and expenses incidental thereto.

Upon request of the Lessee, the Lessor agrees to furnish an itemized statement setting forth the amount required to be paid by the Lessee in order to purchase Lessor's leasehold interest in the Leased Premises in accordance with the preceding paragraph. Upon the exercise of the option to purchase granted herein, the Lessor will upon payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee, or any entity (including the Town) designated by the Lessee, all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to the property was subject when conveyed to the Lessor; (ii) those liens and encumbrances created by the Lessee and to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in this Lease.

In the event of purchase of the Leased Premises by the Lessee or conveyance of the Leased Premises to the Lessee or the Lessee's designee: (i) the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all documentary stamps or tax payments required for the transfer of title, and (ii) this Lease Agreement shall terminate.

Nothing contained herein shall be construed to provide that the Lessee shall be under any obligation to purchase the Leased Premises, or under any obligation respecting the creditors, members or security holders of the Lessor.

12. Transfer to Lessee. If the Lessee has not exercised its option to renew in accordance with the provisions of Section 10, and has not exercised its option to purchase the Lessor's leasehold interest in the Leased Premises, or any portion thereof, in accordance with the provisions of Section 11, and upon the full discharge and performance by the Lessee of its obligations under this Lease, the Lessor's leasehold interest in the Leased Premises, or such portion thereof remaining, shall thereupon become the absolute property of the Lessee, subject to the limitations, if any, on the conveyance of the site for the Leased Premises to the Lessor and, upon the Lessee's

request the Lessor shall execute proper instruments conveying to the Lessee, or to any entity (including the Town) designated by the Lessee, all of Lessor's title to the Leased Premises, or such portion thereof.

13. Defaults. If the Lessee shall default (a) in the payment of any rentals or other sums payable to the Lessor hereunder, or in the payment of any other sum herein required to be paid for the Lessor; or (b) 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 such default; then, in any or either of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy; or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Leased Premises and the Lessee covenants to surrender the same forthwith upon demand.

The exercise by the Lessor of the above right to terminate this Lease shall not release the Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate this Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

14. 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 or parties at the following addresses: (a) to Lessor: Sellersburg Redevelopment Authority, Attention: President, 316 East Utica Street, Sellersburg, Indiana 47172; (b) to Lessee: Sellersburg Redevelopment Commission, Attention: President, 316 East Utica Street, Sellersburg, Indiana 47172.

The Lessor, the Lessee, and the Trustee may by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

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

16. Construction of Covenants. The Lessor was organized for the purpose of acquiring, constructing, equipping and renovating local public improvements and leasing the same to the Lessee under the provisions of the Act. All provisions herein contained 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 Act shall be deemed to be controlling and binding upon the Lessor and the Lessee; provided, however, any amendment to the Act after the date hereof shall not have the effect of amending this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed for and on their behalf on the date first written above.

LESSOR:

LESSEE:

SELLERSBURG REDEVELOPMENT
AUTHORITY

SELLERSBURG REDEVELOPMENT
COMMISSION

_____, President

_____, President

ATTEST:

ATTEST:

_____, Secretary

_____, Secretary

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. /s/ Beau F. Zoeller, Esq.

This document was prepared by Beau F. Zoeller, Esq., Frost Brown Todd LLP, 111 Monument Circle, Suite 4500, Indianapolis, Indiana 46204.

STATE OF INDIANA)
) SS:
COUNTY OF CLARK)

Before me, the undersigned, a Notary Public in and for this County and State, personally appeared _____ and _____, personally known to be the President and Secretary, respectively, of the Sellersburg Redevelopment Authority (the "Authority"), and acknowledged the execution of the foregoing Lease for and on behalf of the Authority.

WITNESS my hand and notarial seal this _____ day of _____, 2025.

Notary Public

Printed: _____

(Seal)

My Commission Expires:

My County of Residence:

STATE OF INDIANA)
) SS:
COUNTY OF CLARK)

Before me, the undersigned, a Notary Public in and for this County and State, personally appeared _____ and _____, personally known to be the President and Secretary, respectively, of the Sellersburg Redevelopment Commission (the "Commission"), and acknowledged the execution of the foregoing Lease for and on behalf of the Commission.

WITNESS my hand and notarial seal this ____ day of _____, 2025.

Notary Public

Printed: _____

(Seal)

My Commission Expires:

My County of Residence:

EXHIBIT A

DESCRIPTION OF PROJECT

The Project includes the design, construction, and/or installation of certain upgrades to the Town's sewage works, including but not limited to the installation of: (i) an approximately 4,900 linear feet of 24" gravity interceptor sewer commencing behind the Ivy Tech Community college and discharging just upstream of the existing Penn Street pump station in Sellersburg; (ii) an approximately 7,500 linear feet of gravity sewer and 5,000 feet of force main sewer beginning near Camp Run Parkway in Sellersburg; (iii) a new sewage works pump station; and (iv) related improvements

EXHIBIT B

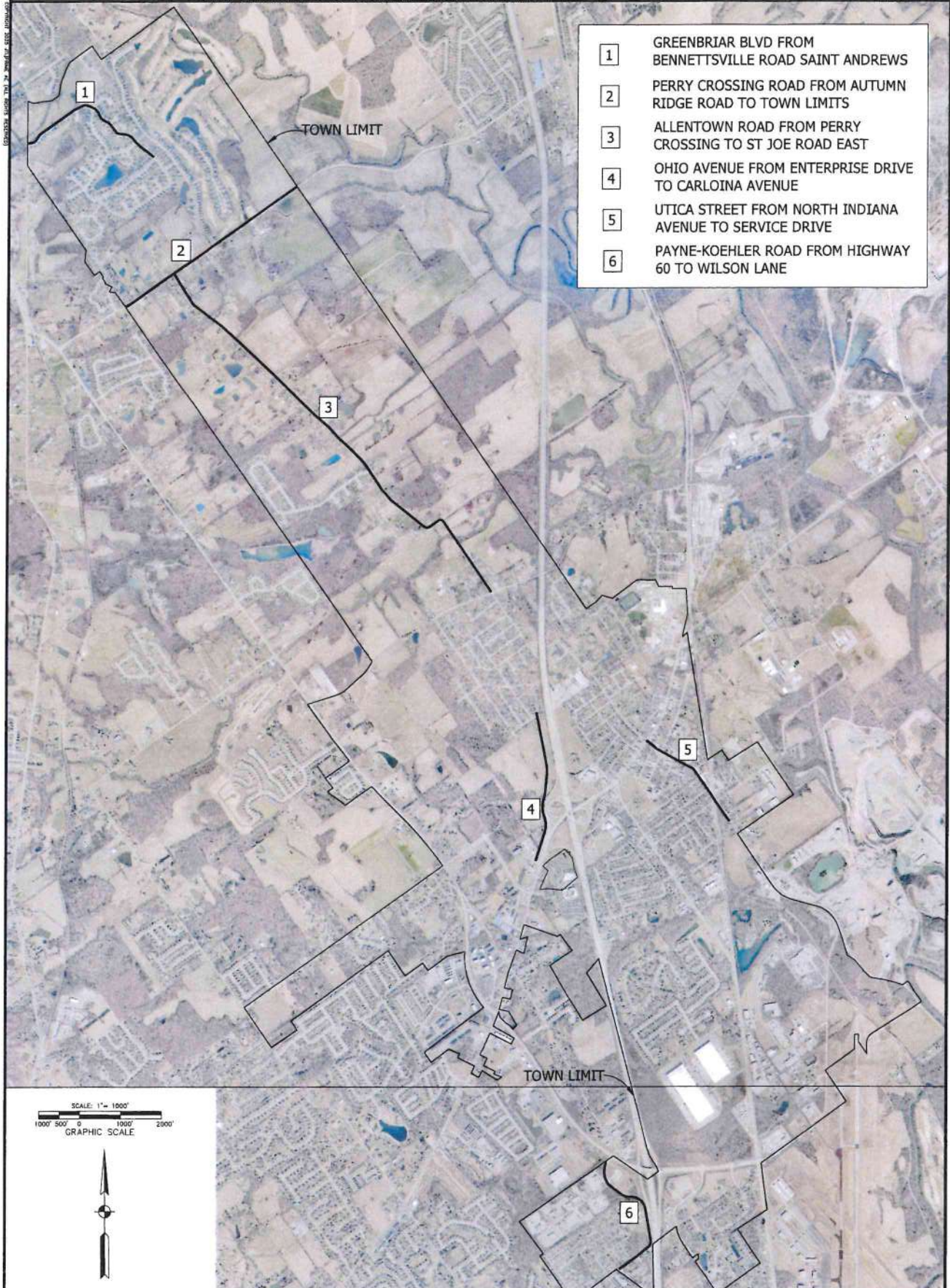
DESCRIPTION OF REAL ESTATE

Roadway	From	To	Length In Miles	Replacement cost	Width In Feet	# Lanes	Surface Type	Rating System	Rating	Adjusted Value	Date Rated	Functional Classification
PERRY CROSSING RD	Covered Bridge Road	Town Limits	0.600	\$ 1,800,000.00	31.44	2	asphalt	PASER	8	\$ 1,440,000.00	2019	Major Collector
ALLEN TOWN RD	St. Joe Road East	Perry Crossing Road	2.147	\$ 6,441,000.00	17.41	2	asphalt	PASER	4	\$ 2,576,400.00	2019	Major Collector
GREENBRIAR BLVD	Saint Andrews	Bennetsville Road	0.730	\$ 2,190,000.00	28.50	2	asphalt	PASER	8	\$ 1,752,000.00	2019	Minor Collector
PAYNE-KOEHLER RD	Hwy 60	Wilson Lane	0.700	\$ 2,100,000.00	30.18	2	asphalt	PASER	8	\$ 1,680,000.00	2019	Major Collector
OHIO AVE	Enterprize Drive	Carolina Avenue	0.740	\$ 2,220,000.00	24.38	2	asphalt	PASER	6	\$ 1,332,000.00	2019	Local
PERRY CROSSING RD	Autumn Ridge Road	Covered Bridge Road	0.540	\$ 1,620,000.00	31.44	2	asphalt	PASER	8	\$ 1,296,000.00	2019	Major Collector
UTICA ST	North Indiana Avenue	Service Drive	0.550	\$ 1,650,000.00	27.21	2	asphalt	PASER	7	\$ 1,155,000.00	2019	Major Collector
										\$ 11,231,400.00		

NO.	REVISION	DATE

P:\Projects\17\Active\150002-0001 - Sellersburg 2015 Street Stormwater Br-Cell Sys (NS 2105-01)\Drawings\150002 Town Body on Aerial.dwg

PLOT DATE: 4/11/2025 @ 4:30PM



- 1 GREENBRIAR BLVD FROM BENNETTSSVILLE ROAD SAINT ANDREWS
- 2 PERRY CROSSING ROAD FROM AUTUMN RIDGE ROAD TO TOWN LIMITS
- 3 ALLENTOWN ROAD FROM PERRY CROSSING TO ST JOE ROAD EAST
- 4 OHIO AVENUE FROM ENTERPRISE DRIVE TO CARLOINA AVENUE
- 5 UTICA STREET FROM NORTH INDIANA AVENUE TO SERVICE DRIVE
- 6 PAYNE-KOEHLER ROAD FROM HIGHWAY 60 TO WILSON LANE

SCALE: 1" = 1000'
1000' 500' 0 1000' 2000'
GRAPHIC SCALE



SHEET 1 OF 1	1	NOT FOR CONSTRUCTION	Signature: _____ Title: _____ Date: 4/11/2025 Project: 150002-0001 Drawing: 150002 Town Body on Aerial.dwg Scale: 1" = 1000' Plot Date: 4/11/2025 @ 4:30PM
			Project: 150002-0001 Drawing: 150002 Town Body on Aerial.dwg Scale: 1" = 1000' Plot Date: 4/11/2025 @ 4:30PM
			Project: 150002-0001 Drawing: 150002 Town Body on Aerial.dwg Scale: 1" = 1000' Plot Date: 4/11/2025 @ 4:30PM
			Project: 150002-0001 Drawing: 150002 Town Body on Aerial.dwg Scale: 1" = 1000' Plot Date: 4/11/2025 @ 4:30PM

STREET MAP
STREET MAP

TOWN OF SELLERSBURG

JTL PRIME

2307 KENEX ROAD, SUITE 100
LOUISVILLE, KENTUCKY 40240
502.542.3994 • WWW.JTLPRIME.COM

EXHIBIT C

ADDENDUM TO LEASE BETWEEN
SELLERSBURG REDEVELOPMENT AUTHORITY, LESSOR
AND SELLERSBURG REDEVELOPMENT COMMISSION, LESSEE

THIS ADDENDUM (this "Addendum"), entered into as of this ____ day of _____, 2025, by and between Sellersburg Redevelopment Authority (the "Lessor"), and Sellersburg Redevelopment Commission (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a lease with the Lessee dated as of _____, 2025 (the "Lease"); and

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the adjusted rental.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED, AND STIPULATED by the parties to the Lease that the adjusted rental is set forth on Appendix 1 attached hereto.

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

LESSOR

LESSEE:

SELLERSBURG REDEVELOPMENT
AUTHORITY

SELLERSBURG REDEVELOPMENT
COMMISSION

President

President

ATTEST:

ATTEST:

Secretary

Secretary

STATE OF INDIANA)
) SS:
COUNTY OF CLARK)

Before me, the undersigned, a Notary Public in and for this County and State, personally appeared _____ and _____, personally known to be the President and Secretary, respectively, of the Sellersburg Redevelopment Authority (the “Authority”), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Authority.

WITNESS my hand and notarial seal this _____ day of _____, 2025.

Notary Public

Printed: _____

(Seal)

My Commission Expires:

My County of Residence:

STATE OF INDIANA)
) SS:
COUNTY OF CLARK)

Before me, the undersigned, a Notary Public in and for this County and State, personally appeared _____ and _____, personally known to be the President and Secretary, respectively, of the Sellersburg Redevelopment Commission (the “Commission”), and acknowledged the execution of the foregoing Addendum #2 to Lease for and on behalf of the Commission.

WITNESS my hand and notarial seal this _____ day of _____, 2025.

Notary Public

Printed: _____

(Seal)

My Commission Expires:

My County of Residence:

Appendix 1 to Addendum to Lease

Rental Schedule

Payment Date

Lease Rental Amount

EXHIBIT B

Form of Site Lease

(attach)

0144363.0798731 4917-2815-2375v4

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into by and between the TOWN OF SELLERSBURG, INDIANA, a political subdivision of the State of Indiana (the "Town" or "Lessor"), and the SELLERSBURG REDEVELOPMENT AUTHORITY, a separate body corporate and politic and an instrumentality of the Town (the "Authority" or "Lessee"), as of this _____ day of _____, 2025 (the "Effective Date").

RECITALS

WHEREAS, the Authority has been established by the Town and exists for the purpose of assisting the Sellersburg Redevelopment Commission ("Commission") in the financing, construction, development, and operating of local public improvements and economic development projects located within the Town, all pursuant to Indiana Code 36-7-14 and 14.5 (collectively, the "Act"); and

WHEREAS, the Lessee intends to finance a portion of the costs of the design, construction, and/or installation of certain upgrades to the Town's sewage works, including but not limited to the installation of: (i) an approximately 4,900 linear feet of 24" gravity interceptor sewer commencing behind the Ivy Tech Community college and discharging just upstream of the existing Penn Street pump station in Sellersburg; (ii) an approximately 7,500 linear feet of gravity sewer and 5,000 feet of force main sewer beginning near Camp Run Parkway in Sellersburg; (iii) a new sewage works pump station; and (iv) related improvements (collectively, the "Project"); and

WHEREAS, in connection with the financing of the Project, the Authority will issue its Lease Rental Revenue Bonds, Series 2025, in one or more series, in an aggregate principal amount not to exceed Ten Million Five Hundred Thousand Dollars (\$10,500,000) (the "Bonds"); and

WHEREAS, the Bonds to be issued by the Authority will be payable from lease rentals received by the Authority, as lessor, from the Commission, as lessee, under a lease between the Authority and the Commission (the "Project Lease") of the real estate consisting of various roads owned by the Town as described in Exhibit A attached hereto and incorporated herein by reference (such real estate, the "Real Estate"), all in accordance with the Act; and

WHEREAS, the Lessor owns the Real Estate and desires to lease to the Lessee any and all interest it may have in the Real Estate pursuant to the terms and conditions of this Lease to facilitate the financing and construction of the Project by the Lessee; and

WHEREAS, pursuant to Indiana Code 36-1-11-8 and the Act, the Lessor may, with the approval of the Commission, lease the Real Estate to the Authority pursuant to this Lease upon such terms and conditions as may be agreed upon by the Lessor and the Lessee; and

WHEREAS, this Lease has been approved by the Town Council of the Town, the Board of Directors of the Authority, and the Commission.

NOW THEREFORE, in consideration of the above recitals and the covenants contained in this Lease, the parties agree as follows:

1. Real Estate and Lessor Right To Terminate. Subject to the terms and conditions set forth in this Lease, Lessor hereby leases any and all rights and interests it now has or may hereafter acquire in the Real Estate to Lessee for its exclusive use during the term hereof. Lessee acknowledges and agrees that the Real Estate is accepted by Lessee, in "AS IS, WHERE IS" condition and "WITH ALL FAULTS," and with no representations or warranties of any type being made by Lessor whatsoever, other than as expressly set forth in this Lease.

2. Term. The term of this Lease shall commence on the Effective Date (also referred to herein as the "Commencement Date") and shall terminate at 11:59:59 p.m. on the final maturity date of the Bonds (or any bonds issued to refinance in whole or in part the Bonds) (the "Term") unless sooner terminated as provided herein. Notwithstanding the foregoing, in the event that the Project Lease is terminated prior to the expiration of the initial term of this Lease (or any applicable renewal period), then this Lease will terminate. Further, notwithstanding anything herein to the contrary, the term of this Lease shall remain in effect so long as any obligations are due under the Project Lease.

3. Rent And Expenses. Beginning on the date hereof (the "Rent Commencement Date"), Lessee shall pay Lessor annual rent ("Rent") during the Term in accordance with the provisions of this Section 3 (the twelve-month period starting on the Rent Commencement Date and each calendar year during the Term thereafter is a "Lease Year"). So long as the Project Lease remains in effect, Rent shall be and remain One Dollar (\$1.00) per year.

4. Liens And Encumbrances.

(a) Except as expressly permitted in this Lease, Lessee shall not permit any liens to encumber the Real Estate or its interest in this Lease, nor shall Lessee pledge or otherwise convey to any third party any interest in any of the foregoing, except that Lessee shall be permitted to lease the Real Estate pursuant to the Project Lease. Except for liens and encumbrances permitted in this Section 4 or otherwise caused or approved by Lessor, Lessee shall promptly pay and discharge or cause to be paid and discharged, any lien or other encumbrance on the Real Estate. Other than in connection with the Project Lease, Lessee may not secure any other obligations with its interest in the Real Estate or this Lease without the prior consent of Lessor, which consent may be given or withheld in Lessor's sole and absolute discretion.

(b) During the term of this Lease, without the prior consent of the Lessee, Lessor shall not dispose of, or permit any liens, security interests, charges or encumbrances to be placed on the Real Estate.

5. Limitation Of Liability; Indemnification.

(a) Lessor shall have no liability to Lessee or any third party for loss or damage to Lessee's property therein, except to the extent caused by Lessor's intentional

acts, its gross negligence or its willful misconduct or that of any of its agents or employees.

(b) Lessee shall, to the extent permitted by law, indemnify, protect, defend and hold Lessor and Lessor's affiliates, officers, directors, members, employees, advisors, bondholders, lenders, representatives and agents harmless from and against any and all injuries, losses, claims, demands, liabilities, causes of action, suits, judgments, damages (excluding consequential damages), and expenses (including disbursements and reasonable attorney's fees incurred by Lessor) actually or allegedly arising from, related to, or in any way connected with the use or occupancy of the Real Estate or the conduct or operation of Lessee's business on the Real Estate or in any way connected to Lessee's failure to perform or observe any of the obligations on Lessee's part to be performed or observed pursuant to this Lease.

(c) Subject to the limitations set forth in Section 5(b) above, Lessor, to the extent permitted by law, hereby indemnifies Lessee from and against any and all claims, damages, costs, expenses, including reasonable legal fees, resulting from (i) any damage to person or property caused by Lessor or anyone acting through or under Lessor (each, a "Lessor Party"); or (ii) any breach of this Lease by any Lessor Party.

6. Quiet Possession. Lessor warrants and covenants that, so long as Lessee faithfully performs all of its obligations under this Lease, Lessor will not interfere with Lessee's quiet and peaceable possession and enjoyment of the Real Estate, subject, however, to the terms and provisions of this Lease. Notwithstanding the foregoing, Lessor and Lessee hereby covenant and agree that Lessor (i) shall have the right to, be entitled to, and may on its own and at its own expense, without Lessee's consent, during the Term of this Lease, assure the Real Estate is suitably and appropriately maintained in accordance with Lessor's standards for similarly situated real estate of the Lessor and (ii) may concurrently use the Real Estate for purposes of roads, traffic, transportation and thoroughfare related matters.

7. Maintenance of Real Estate. Notwithstanding any provisions to the contrary herein, Lessor shall remain solely responsible for the maintenance, repair, and upkeep of the Real Estate as roads open to the public.

8. Default; Remedies; Termination Obligations.

(a) Any failure by Lessee to timely comply with its obligations under this Lease shall constitute a default hereunder.

(b) If the Lessee shall default (a) in the payment of any rentals or other sums payable to the Lessor hereunder, or in the payment of any other sum herein required to be paid for the Lessor; or (b) 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 such default; then, in any or either of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained

herein, or for the enforcement of any other appropriate legal or equitable remedy; or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Real Estate and the Lessee covenants to surrender the same forthwith upon demand.

(c) The exercise by the Lessor of the above right to terminate this Lease shall not release the Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate this Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

9. Eminent Domain. If title to or the temporary use of the Real Estate, 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 (as defined in the Project Lease).

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

(a) The restoration of the Real Estate 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 Lessee's operations on the Real Estate and which are in furtherance of the purposes of the Act (the improvements shall be deemed a part of the Real Estate 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, Lessee shall direct the Lessor in writing as to which of the ways specified in this Section it 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 become the property of the Lessee and applied to the repayment of the Bonds.

The Lessee shall cooperate fully with Lessor in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Real Estate or any part thereof. In no event will the Lessee voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Real Estate or any part thereof without the written consent of Lessor, which consent shall not be unreasonably withheld.

10. Notices. All notices, demands or other writings in this Lease provided to be given or made or sent will be deemed to have been fully given or made or sent, on the day personally delivered, on the next business day if sent by overnight courier or five (5) business days after

being deposited in the United States mail, certified, with postage prepaid, and addressed as follows:

To the Lessor:

Town of Sellersburg
316 East Utica Street
Sellersburg, Indiana 47172
Attn: Town Council President

To the Lessee:

Sellersburg Redevelopment Authority
316 East Utica Street
Sellersburg, Indiana 47172
Attn: President, Board of Directors

The address to which any notice, demand or other writing may be given or made or sent to any party, as above provided, may be changed by written notice given by the party as above provided.

11. No Relationship Of The Parties. This Lease does not create the relationship of principal and agent or of partnership or joint venture or association between the parties or any other relationship whatsoever (except lessor and lessee), or render either party liable for any of the debts or obligations of the other party. Lessor and Lessee are independent contractors in relation to their respective obligations under this Lease.

12. No Waiver. No covenant, term or condition of this Lease will be deemed waived unless the waiver is in writing signed by the party against whom enforcement of any waiver is sought. The waiver of any provision or breach of this Lease by either party shall not operate or be construed as a waiver of any future breach of the same provision of any other provision or breach.

13. Force Majeure. If either party is delayed or hindered in or prevented from the performance of any act required under this Lease (which does not include the payment of any monetary amounts) by reason of any strike, lock out, labor trouble, inability to procure materials or energy, failure of power, restrictive governmental laws, riot, insurrection, picketing, sit in, war, acts of foreign or domestic terrorism, civil unrest, or other unavoidable reason of a like nature not attributable to the negligence or fault of the party delayed in performing or doing any act required under the terms of this Lease, then the performance of the work or action will be excused for the period of the unavoidable delay and the period for performance of any action will be extended for an equivalent period.

14. Invalid Provisions; Change In Law. If any provision of this Lease is illegal, invalid or unenforceable under any present or future law, that provision will no longer be effective, but the remaining terms and conditions of this Lease will remain in full force and effect to the extent permitted by law and as contemplated by this Lease. It is the intent and

agreement of the parties that this Lease will be deemed amended by modifying the provision to the minimum extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting another provision that is legal and enforceable and achieves the same objective. If the remainder of this Lease will not be affected by the declaration or finding and is capable of substantial performance, then each provision not so affected will be enforced to the extent permitted by law.

15. Interpretation. The rule of construction to the effect that an instrument shall be construed against its draftsman shall not apply to this Lease and shall not negate or invalidate any provision of this Lease.

16. Section Captions. The captions appearing under the Section number designations of this Lease are for convenience only, and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

17. Binding Effect. The terms, conditions and covenants of this Lease apply to and bind the parties and their respective successors, heirs, legal representatives and permitted assigns, subject to the restrictions contained in this Lease.

18. Time Of The Essence. TIME IS OF THE ESSENCE AS TO ALL DATES AND TIME PERIODS SET FORTH HEREIN.

19. Survival. The terms and provisions of this Lease which have not been fully performed or completed upon the expiration or termination of this Lease, including without limitation, Lessee's obligations with respect to environmental matters, shall survive the expiration or termination of this Lease.

20. Counterpart Execution. This Lease may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. Governing Law. This Lease is executed and intended to be performed in the State of Indiana and the laws of the State of Indiana govern their interpretation and effect. Any litigation related to this Lease must be venued in the state or federal courts in the State of Indiana.

[Signature Page to Lease follows]

LESSOR:

TOWN OF SELLERSBURG, INDIANA

By: _____
Brad Amos, Town Council President

ATTEST:

By: _____
Michelle D. Miller, Clerk-Treasurer

LESSEE:

SELLERSBURG REDEVELOPMENT
AUTHORITY

By: _____
_____, President

ATTEST:

By: _____
_____, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF CLARK)

Before me, the undersigned, a Notary Public in and for this County and State, personally appeared Brad Amos and Michelle D. Miller, personally known to be the Town Council President and Clerk-Treasurer of the Town of Sellersburg, Indiana (the "Town"), and acknowledged the execution of the foregoing Lease Agreement for and on behalf of the Town.

WITNESS my hand and notarial seal this __ day of _____, 2025.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires:

My county of residence is:

STATE OF INDIANA)
) SS:
COUNTY OF CLARK)

Before me, the undersigned, a Notary Public in and for this County and State, personally appeared _____ and _____, personally known to be the President and Secretary of the Board of Directors of the Sellersburg Redevelopment Authority (the "Authority"), and acknowledged the execution of the foregoing Lease Agreement for and on behalf of the Authority.

WITNESS my hand and notarial seal this ____ day of _____, 2025.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires:

My county of residence is:

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. /s/ Beau F. Zoeller

This instrument was prepared by Beau F. Zoeller, Frost Brown Todd LLP, 111 Monument Circle, Suite 4500, Indianapolis, Indiana 46204.

EXHIBIT A

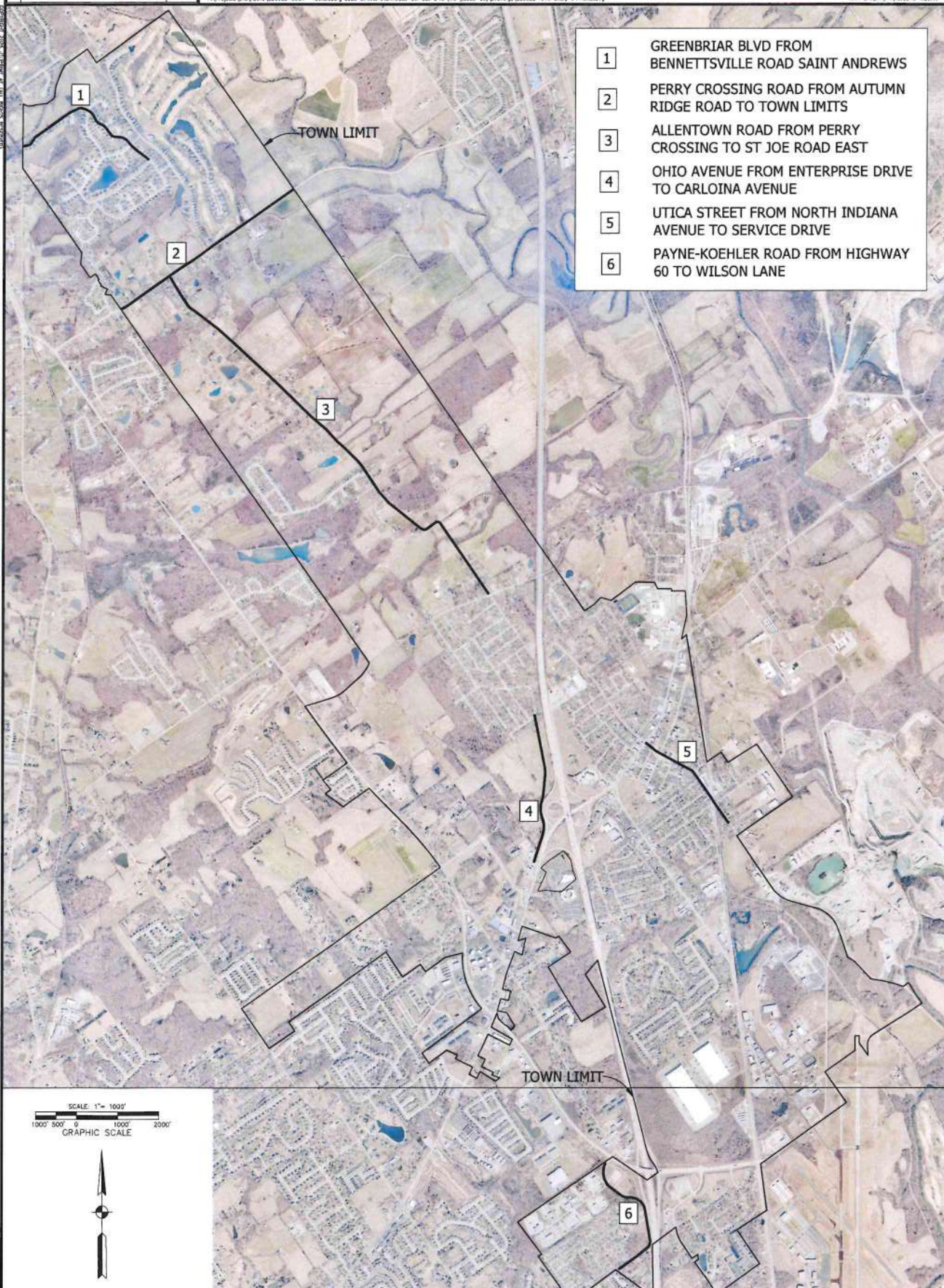
Description of Real Estate

Roadway	From	To	Length In Miles	Replacement cost	Width In Feet	# Lanes	Surface Type	Rating System	Rating	Adjusted Value	Date Rated	Functional Classification
PERRY CROSSING RD	Covered Bridge Road	Town Limits	0.600	\$ 1,800,000.00	31.44	2	asphalt	PASER	8	\$ 1,440,000.00	2019	Major Collector
ALLENTOWN RD	St. Joe Road East	Perry Crossing Road	2.147	\$ 6,441,000.00	17.41	2	asphalt	PASER	4	\$ 2,576,400.00	2019	Major Collector
GREENBRIAR BLVD	Saint Andrews	Bennetsville Road	0.730	\$ 2,190,000.00	28.50	2	asphalt	PASER	8	\$ 1,752,000.00	2019	Minor Collector
PAYNE-KOEHLER RD	Hwy 60	Wilson Lane	0.700	\$ 2,100,000.00	30.18	2	asphalt	PASER	8	\$ 1,680,000.00	2019	Major Collector
OHIO AVE	Enterprize Drive	Carolina Avenue	0.740	\$ 2,220,000.00	24.38	2	asphalt	PASER	6	\$ 1,332,000.00	2019	Local
PERRY CROSSING RD	Autumn Ridge Road	Covered Bridge Road	0.540	\$ 1,620,000.00	31.44	2	asphalt	PASER	8	\$ 1,296,000.00	2019	Major Collector
UTICA ST	North Indiana Avenue	Service Drive	0.550	\$ 1,650,000.00	27.21	2	asphalt	PASER	7	\$ 1,155,000.00	2019	Major Collector
										\$ 11,231,400.00		

NO.	REVISION	DATE

P:\Projects\JTL\Active\2500022-000R - Sellersburg 2025 Streets Master On-Call Srv. (W0 #2025-05)\Drawings\250022 Town Study on Aerial.dwg

PLOT DATE: 4/11/2025 @ 4:50PM



- 1 GREENBRIAR BLVD FROM BENNETTVILLE ROAD SAINT ANDREWS
- 2 PERRY CROSSING ROAD FROM AUTUMN RIDGE ROAD TO TOWN LIMITS
- 3 ALLENTOWN ROAD FROM PERRY CROSSING TO ST JOE ROAD EAST
- 4 OHIO AVENUE FROM ENTERPRISE DRIVE TO CARLOINA AVENUE
- 5 UTICA STREET FROM NORTH INDIANA AVENUE TO SERVICE DRIVE
- 6 PAYNE-KOEHLER ROAD FROM HIGHWAY 60 TO WILSON LANE

SCALE: 1" = 1000'
1000' 500' 0 1000' 2000'
GRAPHIC SCALE



1

**NOT FOR
CONSTRUCTION**

STREET MAP

STREET MAP

TOWN OF SELLERSBURG

JTL PRIME
2317 KENNER ROAD, SUITE 203
LOUISVILLE, KENTUCKY 40240
502.582.5994 - WWW.JTLPRIME.COM

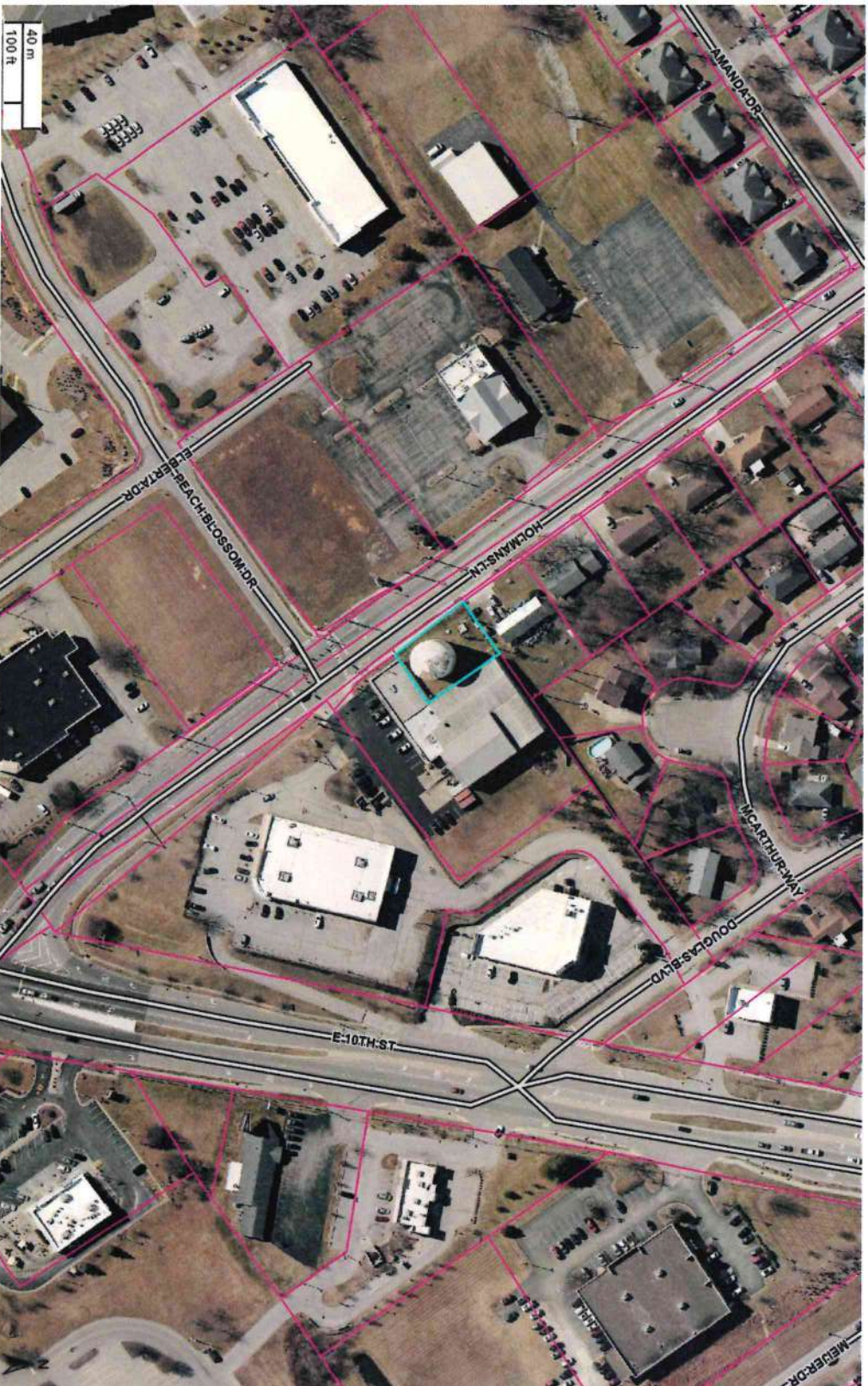


BeaconTM

Clark County, IN

3221 Holmans Ln

Parcel for Appraisal



☐ Parcels

Created by: null

Date created: 5/9/2025

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