

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made by and between **Trelleborg Coated Systems US, Inc., a Delaware corporation** (referred to herein as "Seller"), and **The City of Auburn, Indiana** (referred to herein as "Buyer").

PRELIMINARY STATEMENT

Seller is the owner of certain real property thereon situated in the County of DeKalb, State of Indiana, and is willing to sell such real property to Buyer, and Buyer is willing to purchase such real property from Seller, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Certain terms used herein are defined in this Section 1; other terms are defined within the text of this Agreement.

(a) "Buyer" shall mean the City of Auburn, Indiana.

(b) "Closing" shall mean the consummation of the purchase and sale of the Real Estate in accordance with the terms of this Agreement upon completion of all conditions precedent herein required to the satisfaction of Buyer's counsel.

(c) "Effective Date" shall mean the date upon which Seller executes an original of this Agreement indicating Seller's unequivocal acceptance of the terms and conditions contained herein.

(d) "Purchase Price" shall mean the Purchase Price for the Real Estate in the aggregate sum of \$360,000.00.

(e) "Real Estate" shall mean that certain parcel of real property located in DeKalb County, Indiana, commonly known as County Road 427, Auburn, Indiana 46706, containing approximately 34.701 acres approximately and as presently depicted on Exhibit A attached hereto and made a part hereof. The full legal description of the Real Estate shall be confirmed and stated on the survey to be provided pursuant to this Agreement. Said Real Estate includes all improvements, fixtures, tenements, hereditaments and appurtenances belonging or in any wise appertaining to such real property, and all of Seller's right, title and interest, if any, in and to (i) any land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining such real property to the center line thereof to the extent included in the legal description of the Real Estate, but subject to public rights-of-way and easements; (ii) any strips and gores of land adjacent to, abutting or used in connection with such real property; (iii) any easements and rights, if any, inuring to the benefit of such real property or to Seller in connection therewith; (iv)

any and all rights in and to any leases, licenses or other assets of any type or nature pertaining to the use of such real property.

(f) "Seller" shall mean the party designated as Seller in this Agreement.

(g) "Title Commitment" shall mean the commitment issued by an American Land Title Association approved title insurance company as selected by the Buyer ("Title Company") in which the Title Company commits itself to issue to Buyer an Owner's Policy of Title Insurance upon demand, with its general exceptions deleted, in the full amount of the Purchase Price, setting forth the state of the title to the Real Estate and subject only to those "permitted exceptions" hereinafter described.

2. Purchase and Sale of Property. Subject to the terms, provisions and conditions set forth herein, Seller hereby agrees to sell the Real Estate to Buyer, and Buyer hereby agrees to purchase the Real Estate from Seller.

3. Approvals By Board of Public Works and Common Council. This Transaction is subject to approval by both the Board of Public Works and the Common Council of the City of Auburn, Indiana. In the event that either body does not approve this transaction, the transaction shall be terminated and both parties shall be released from this Purchase Agreement.

4. Purchase Price for Real Estate. The Purchase Price for the Real Estate shall be payable in the following manner:

(a) Balance of Purchase Price. The balance of the Purchase Price, subject to such adjustments, credits, deductions and prorations, if any, as herein required, shall be paid in cash at Closing.

5. Survey of Real Estate. Within thirty (30) days after the date of this Agreement, Buyer shall have the right to order and procure, at the expense of Buyer, a survey, including Table A options selected by Buyer, prepared by a surveyor of Buyer's choice, who shall be licensed by the state of Indiana, and prepared in accordance with the minimum standard detail requirements for land title surveys as most recently adopted by the American Land Title Association, the American Congress on Surveying and Mapping, and the National Society of Professional Surveyors (2016), is certified to Buyer, and Title Company, and is in a form and has been certified as of a date satisfactory to the Title Company to delete standard survey exceptions from the Title Commitment.

6. Title to Real Estate.

(a) State of Title to be Conveyed. At the Closing, Seller shall convey to Buyer by Special Warranty Deed, good and merchantable and insurable fee simple title to the Real Estate, free from all liens, encumbrances, restrictions, rights-of-way and other matters, excepting only the "permitted exceptions" described as follows: (i) the lien of general real estate taxes not yet due

and payable, subject to proration of taxes as hereinafter provided; (ii) liens or encumbrances of a definite or ascertainable amount and which will be paid and discharged in full by or for Seller at or prior to the Closing; and (iii) zoning ordinances and easements of record, if any, which have been approved by Buyer and which do not prevent or materially interfere with Buyer's intended use of the Real Estate.

(b) Title Insurance Commitment and Policy. Within thirty (30) days after the date of this Agreement, Buyer shall order and procure the Title Commitment, at the expense of Seller. At the Closing, an Owner's Policy of Title Insurance ("Title Policy") or a mark-up of the Title Commitment irrevocably binding the Title Company to issue the Title Policy shall be delivered to Buyer insuring Buyer's fee simple interest in the Real Estate in the state required by Section 6(a) above, with all general exceptions deleted, and subject only to the "permitted exceptions". Said policy shall contain such endorsements as Buyer may, in Buyer's sole discretion, deem necessary. Buyer shall pay for all charges and costs of such Title Policy, excluding any endorsements.

(c) Objections to State of Title/Survey. If title to the Real Estate or other matters disclosed by the Survey is not in the state required by Section 6(a) above, Buyer shall give written notice to Seller within ten (10) days after the date it receives both of the Title Commitment and Survey, specifying its objection(s) to the state of title to the Real Estate. Seller shall thereupon have a period of thirty (30) days in which it shall use its best efforts to remedy the objection(s) or to induce the Title Company to issue an endorsement to the Title Commitment satisfactory to Buyer insuring over or removing such objection(s). If Buyer's objection(s) to the state of title to the Real Estate are not remedied by Seller within such thirty (30) day period, or such further period as Buyer may, in its sole, but reasonable, discretion, grant, then Buyer shall have the right, within thirty (30) days thereafter, to give written notice to Seller that Buyer waives such title defects or objections and elects to proceed to acquire the Real Estate without any abatement of the Purchase Price and to take title to the Real Estate subject to such defects or objections; otherwise, this Agreement shall be automatically canceled and rescinded, and the rights and obligations of the parties hereto shall thereupon cease.

7. Inspection.

(a) Seller shall deliver to Buyer within ten (10) days after the Effective Date of this Agreement, complete and accurate copies of all notices, consents, approvals, plans, specifications, surveys, engineering studies, analysis, soil test borings, environmental studies, including reliance letters in favor of Buyer for all such environmental studies, which reliance letters shall be in form and substance reasonably acceptable to Buyer, and other material documentation pertaining to the Real Estate (whether prepared by Seller, Seller's agents or independent contractors, any governmental authority or agency, federal, state or local, or any other third party), to the extent that Seller has the same in its possession or control.

(b) Buyer, its counsel, accountants, agents and other representatives, shall have full and continuing access to the Real Estate and all parts thereof, upon reasonable notice to Seller.

Buyer and its agent and representatives shall also have the right to enter upon the Real Estate at any time after the execution and delivery hereof, for any purpose whatsoever, including inspecting, surveying, engineering, soil test boring, performance of environmental tests and such other work as Buyer shall consider appropriate, provided that Buyer shall restore the Real Estate to its original condition after any borings or tests and hold Seller harmless and fully indemnify Seller against any damage, claim, liability or cause of action (including reasonable attorney's fees and costs) arising from or caused by the actions of Buyer, its agents, or representatives upon the Real Estate, and shall have the further right to make such inquiries of governmental agencies and utility companies, etc., and to make such feasibility studies and analyses as it considers appropriate (the review of the documents under Section 7(a) above, together with the review of the Real Estate under Section 7(b), shall hereinafter be referred to as the "Inspections"). All Inspections shall be completed within 60 days of the Effective Date hereof.

8. Seller's Covenants, Warranties and Representations. Seller hereby covenants, warrants and represents as follows:

(a) That Seller has not received any notice of, nor does it have any actual knowledge of, any violation of any law, zoning ordinance, code or regulation affecting the Real Estate; and that Seller has not received any notice of, and does not have any actual knowledge of or information as to any existing or threatened condemnation or other legal action of any kind affecting the Real Estate.

(b) That Seller has not received any notice of, nor does it have any actual knowledge of, any actual or contemplated special assessments against the Real Estate, or re-assessments for general real estate tax purposes affecting the Real Estate.

(c) That from the date hereof up to said Closing date, Seller will refrain from creating or concurring in the creation on the Real Estate of any easements or other encumbrances, except as herein specifically authorized, which would prevent Seller from conveying title to Buyer subject only to permitted exceptions.

(d) That except for the items which are to be assumed by Buyer hereunder, if any, or to be prorated as herein set forth, Seller shall be solely liable for the payment of all costs and expenses, liabilities, obligations and claims arising solely out of Seller's ownership and operation of the Real Estate prior to the Closing.

(e) That Seller owns fee simple marketable title to the Real Estate and will take and perform those acts which are necessary hereunder in order to fulfill the terms and conditions hereof.

(f) That Seller shall promptly complete and perform all other conditions to be performed by Seller which are required under the terms of this Agreement.

(g) That to the best knowledge of Seller, the means of ingress and egress to the Real Estate are currently existing, open and unchallenged as means of ingress and egress to the Real Estate; and that Seller knows of no proceedings or state of facts which would hinder or prevent ingress and egress to and from the Real Estate from public streets or thoroughfares.

(h) That to the best knowledge of the Seller, there is not constructed, deposited, stored, disposed, placed or located on the Real Estate any material, element, compound, solution, mixture, substance or other matter of any kind, including solid, liquid or gaseous material, that constitutes a Hazardous Material as hereafter defined. For purposes of this Agreement, Hazardous Material shall mean any material or substance:

(i) defined as a "Hazardous Substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.) and amendments thereto and regulations promulgated thereunder;

(ii) containing gasoline, oil, diesel fuel or other petroleum products;

(iii) defined as a "Hazardous Waste" pursuant to the Resources Conservation and Recovery Act (42 U.S.C. § 6901 et seq.) and amendments thereto and all regulations promulgated thereunder;

(iv) containing polychlorinated biphenyls (PCB);

(v) containing asbestos;

(vi) which is radioactive;

(vii) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance or policy, or which is, or becomes defined as "Hazardous Waste" or as "Hazardous Substance" under any federal, state or local statute, regulation, ordinance or policy or any toxic, explosive, corrosive or other hazardous substance, material or waste, that is or becomes, regulated by any federal, state or local governmental authority or which causes a nuisance on the Real Estate or any portion thereof.

(i) That Seller has not received notice from any governmental agency of any violation or alleged violation of any fire, zoning, building, health or environmental laws, regulations, rulings or ordinances, or of any other violations or alleged violations of law not cured.

(j) That Seller has ordered no material, labor or services which could result in the filing of any mechanics' or materialmen's lien against the Real Estate. That Seller has not entered into and is not a party to any farm lease that cannot be canceled prior to Closing.

(k) That the representations, warranties and covenants contained in this Agreement shall survive said Closing date and run in favor of, and for the benefit of, Buyer, its successors and assigns for three (3) years after the Closing.

9. Conditions to Closing. The closing of the transaction contemplated by this Agreement and all of the obligations of Buyer under this Agreement are subject to the satisfaction of the following contingencies and conditions:

(a) That all warranties, representations and covenants given by Seller herein, or in any document, instrument or exhibit to be given or furnished by Seller, shall be true and correct and not have been breached on and as of the date of Closing as if made on that date.

(b) That the Real Estate is adequately zoned to permit the required usage of the Real Estate by Buyer.

(c) That Buyer shall have obtained approvals by both the Board of Public Works and the Common Council of the City of Auburn, Indiana.

(d) That Buyer shall have completed to Buyer's sole satisfaction the Inspections described in Section 7.

(e) That Buyer shall have approved the form and content of the Title Commitment, Title Policy and Survey, including, but not limited to, legal description, and all conditions, exceptions, limitations, reservations, easements, liens, rights-of-way and encumbrances set forth therein, and the title to the Real Estate shall have remained in the state reflected by the Title Commitment and Title Policy, as approved by Buyer, through the date of the Closing.

(f) That Buyer shall have approved the form and content of the survey to be delivered to Buyer in accordance with Section 5 hereof and all other surveys, site plans and plats Buyer may obtain or have prepared.

(g) That Buyer shall have approved the form and content of the deed conveying the Real Estate to Buyer, the vendor's affidavit, the non-foreign certificate, the closing statement covering the purchase and sale of the Real Estate, and all other documents and instruments required to effect the sale of the Real Estate and the agreements of the parties herein set forth; and Seller agrees to prepare such documents and instruments promptly upon notification by Buyer that all conditions precedent above set forth have been performed or waived. Seller shall also furnish to Buyer such proof of authority as requested by Buyer or the Title Company authorizing Seller to enter into and consummate this transaction.

(h) That all utilities including electric, gas, water, sewer and telephone are available at the Real Estate under such conditions as are acceptable to Buyer, in Buyer's sole discretion.

Buyer shall acknowledge satisfaction or waiver of any of the foregoing conditions, by delivering written notice of satisfaction or waiver to Seller on or before the date of Closing. If the foregoing conditions are not satisfied or waived by Buyer on or before the relevant date, then this Agreement shall be automatically terminated and each of Seller and Buyer shall thereafter be released from any liability or obligation under this Agreement.

10. Proration of Real Estate Taxes. Seller shall pay all real property taxes and any general and/or special assessments which are due and payable, if any, on or before the date of the Closing, or which otherwise constitute a lien upon the Real Estate as of the date of the Closing. Current taxes, if any, shall be equitably prorated through the date of the Closing on the basis of the latest available tax bills covering the Real Estate. If, at the Closing, the Real Estate or any part thereof shall be subject to any assessment(s) which are or may become payable in annual installments of which the first installment is then due or has been paid, then for the purposes of this Agreement all the unpaid installments of any such assessment, including those which are to become due and payable after the delivery of the deed to the Real Estate, shall be equitably prorated through the date of the Closing.

11. Closing.

(a) Provided all conditions set forth in Section 9 hereof or elsewhere herein have been satisfied or waived, within the time period therein required, the Closing shall take place within sixty (60) days after the Effective Date of this Agreement at such time and date as agreed between Buyer and Seller, unless extended in writing by mutual agreement of the parties hereto. The Closing shall occur at the offices of the Title Company, or at such other place as agreed by Buyer and Seller.

(b) Seller's Obligations at Closing. At or prior to the date of Closing, Seller shall:

(i) Deliver to Buyer Seller's duly recordable Corporate Warranty Deed to the Real Estate (in a form satisfactory to Buyer) conveying to Buyer marketable fee simple title to the Real Estate and all rights appurtenant thereto subject only to the permitted exceptions.

(ii) Execute a vendor's affidavit, averring that with respect to the Real Estate, other than the permitted exceptions, there are no rights or claims of parties in possession of the Real Estate claiming by, through or under Seller, that there are no liens, or rights to a lien, for services, labor, materials furnished for or at the instance of Seller, and containing such other statements as are contained in the form of vendor's affidavit customarily given in DeKalb County, Indiana.

(iii) Execute the closing statement.

(iv) Deliver to Buyer such other documents as may be required by this Agreement, all in a form satisfactory to Buyer.

(c) Buyer's Obligations at Closing. At or prior to the date of Closing, and subject to the terms, conditions, and provisions hereof and the performance by Seller of its obligations as set forth herein, Buyer shall:

(i) Deliver the Purchase Price to Seller pursuant to Section 4 of this Agreement.

(ii) Execute the closing statement.

(iii) Deliver to Seller such other documents as may be required by this Agreement, all in a form satisfactory to Seller.

(d) Closing Costs. The following costs and expenses shall be paid as follows in connection with the Closing:

(i) Seller shall pay:

(1) A pro-rata portion of all taxes as provided in Section 10.

(2) A pro-rata portion of all special assessments as provided in Section 10.

(3) The cost of recording the satisfaction of any existing mortgage and any other document necessary to make title marketable.

(4) Seller's attorneys' fees.

(5) Such other costs and expenses of Seller required by this Agreement.

(ii) Buyer shall pay the following costs in connection with the closing:

(1) The cost of recording the warranty deed.

(2) One-half of the closing fee to be charged by Title Company and all costs for any money lender's escrow, if any.

(3) Buyer's attorneys' fees.

(4) The cost of the Title Policy and any endorsements to the Title Policy, except for those endorsements required to cover title exceptions which are not "permitted exceptions" and will not be deleted by the Title Company.

(5) The cost of the Survey.

(6) Such other costs and expenses of Buyer required by this Agreement.

12. Remedies Upon Default. In the event Buyer breaches or defaults under any of the terms of this Agreement, Seller shall be entitled to pursue any remedies to which it may be entitled at law or in equity and the right to recover Seller's costs and expenses incurred in enforcing the terms and conditions of this Agreement, including, but not limited to, Seller's actual, reasonable attorney fees, paralegal fees and court costs. In the event Seller breaches or defaults under any of the terms of this Agreement, Buyer shall have the right to such other damages as may be available in law or equity, including the right to compel specific performance of this Agreement and the right to recover Buyer's costs and expenses incurred in enforcing the terms and conditions of this Agreement, including, but not limited to, Buyer's actual, reasonable attorney fees, paralegal fees and court costs. In the event of any breach hereunder subsequent to the date of Closing, the non-breaching party shall have the right to pursue any and all remedies afforded at law or in equity.

13. Indemnity. Seller and Buyer hereby agree to indemnify, defend and hold the other party harmless from and against any and all claims, demands, liabilities, damages, suits, actions, judgments, fines, penalties, losses, costs and expenses (including, without limitation, attorney's fees) arising or resulting from, or suffered, sustained or incurred by either party as a result (direct or indirect) of, the untruth, inaccuracy or breach of any of the covenants, warranties and representations made by the Seller to Buyer or Buyer to Seller, as the case may be, herein or in any other documents or instruments executed by Seller or Buyer to effect the sale herein intended, which indemnity shall survive the Closing hereunder for a period of six (6) months after the Closing.

14. Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed sufficiently given when personally delivered or when deposited in the United States mail, postage prepaid, certified or registered, or when delivered to a nationally recognized overnight courier service with guaranteed next business day delivery and addressed as follows (or to such other person, or to such other address, of which any party hereto shall have given written notice as provided herein):

IF TO SELLER:

Trelleborg Coated Systems US, Inc.
Attn: Jessie Marlow, Finance Director
715 Railroad Avenue
Rutherfordton, NC 28139

IF TO BUYER:

The City of Auburn, Indiana
Attn: David E. Clark, Mayor
210 E. 9th Street
P.O. Box 506
Auburn, IN 46706

15. Brokerage Commission. Seller and Buyer each warrant and represent that there are no finders or brokers entitled to fees or commissions which may be due from the introduction of the Seller and Buyer and/or the purchase and sale of the Real Estate.

16. Eminent Domain. In the event that, prior to the date of the Closing, Seller acquires knowledge of any pending or threatened claim, suit or proceeding to condemn or take all or any part of the Real Estate under the power of eminent domain, then Seller shall immediately give notice thereof to Buyer, and Buyer shall have the right to terminate its obligations under this Agreement by delivering notice thereof to Seller within thirty (30) days after receiving notice from Seller of such condemnation or taking, and thereupon the rights and obligations of the parties hereto shall cease. If Buyer shall not elect to terminate this Agreement pursuant to this Section 16, the parties shall proceed with the Closing in accordance with the terms hereof without abatement of the Purchase Price, but all proceeds of any condemnation award shall be payable solely to Buyer, and Seller shall have no interest therein.

17. Miscellaneous.

(a) Survival of Agreement. The representations, warranties and covenants of Seller herein contained or in any other document executed by Seller to effect the transaction herein intended, shall survive the Closing and shall remain in full force and effect for six (6) months thereafter.

(b) Authorization. Buyer and Seller, respectively, represent and warrant that all necessary action has been taken by each of them in order to enter into this Agreement, that the person signing this Agreement on behalf of each of them is authorized to do so, and that upon execution, this Agreement constitutes a valid and binding obligation of the party.

(c) Assignment. This Agreement may not be assigned by either party in whole or in part without the prior express written permission of the other party, except that, without the consent of Seller and upon written notice to Seller, Buyer may assign all of its right, title and interest in and to this Agreement to a person or an entity owned or controlled by Buyer, and upon such assignment, such entity shall be substituted as the Buyer under this Agreement and Buyer shall have no further liability or obligation under this Agreement and shall be released and relieved of any and all obligations arising prior to and after such assignment under this Agreement.

(d) Agreement Binding. This Agreement shall be binding upon and shall inure to the benefit of the Seller and Buyer and their respective successors and assigns.

(e) Headings and Captions. The several headings and captions of the Sections and Subsections used herein are for convenience or reference only and shall, in no way, be deemed to limit, define or restrict the substantive provisions of this Agreement.

(f) Entire Agreement. This Agreement constitutes the entire agreement of Buyer and Seller with respect to the purchase and sale of the Real Estate superseding any prior or contemporaneous agreement with respect thereto. No amendment or modification of this Agreement shall be binding upon the parties unless made in writing and signed by both Seller and Buyer.

(g) Cooperation. Buyer and Seller shall cooperate fully with each other to carry out and effectuate the purchase and sale of the Real Estate in accordance herewith and the satisfaction and compliance with all of the conditions and requirements set forth herein. Wherever the approvals of Buyer or Seller as herein set forth are so required, such approvals shall not unreasonably be withheld.

(h) Governing Law. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Indiana.

(i) Termination of Offer. Unless this Agreement is accepted by Seller and delivered to Buyer, by no later than _____, 2024, on or before 5:00 p.m., this Agreement shall be null and void and Buyer shall be released of any and all liability and obligations hereunder.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Real Estate Purchase and Sale Agreement on the day, month and year set forth below.

Accepted and executed by Seller this _____ day of _____, 2024.

“SELLER”

Trelleborg Coated Systems US, Inc.,
a Delaware corporation

By: 
By: Jessie Marlowe (Apr 29, 2024 08:52 EDT)

By: 
By: Jennifer Walker (Apr 29, 2024 09:47 EDT)

Executed by Buyer this 7th day of May, 2024.

“BUYER”

The City of Auburn, Indiana

Buyer Approval and Signatures

Board of Public Works



David E. Clark, Mayor and Member



Nicholas Scheumann, Member



Timothy Schwartz, Member

EXHIBIT "A"
LEGAL DESCRIPTION

THAT TRACT OF REAL ESTATE BEING A PART OF THE NORTHEAST FRACTIONAL QUARTER (1/4) OF SECTION SIX (6), TOWNSHIP 33 NORTH, RANGE 13 EAST, JACKSON CIVIL TOWNSHIP, DEKALB COUNTY, INDIANA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A STONE AT THE SOUTHEAST CORNER OF THE NORTHEAST FRACTIONAL QUARTER (1/4) OF SAID SECTION SIX (6) PROCEED NORTH 89° 40' 10" WEST (RECORDED BEARING AND BASIS OF ALL BEARINGS IN THIS DESCRIPTION) ON AND ALONG THE SOUTH LINE OF SAID FRACTIONAL QUARTER (1/4) SECTION, 546.46 FEET TO A P.K. NAIL AT THE INTERSECTION OF SAID SOUTH LINE AND THE CENTERLINE OF COUNTY ROAD 427 (FORMER STATE ROAD 427), SAID P.K. NAIL AT SAID INTERSECTION BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 89° 40' 10" WEST ON AND ALONG THE SOUTH LINE OF SAID FRACTIONAL QUARTER (1/4) SECTION, 2116.34 FEET TO AN IRON PIPE AT THE SOUTHWEST CORNER OF SAID FRACTIONAL QUARTER (1/4) SECTION; THENCE NORTH 0° 04' 30" WEST ON AND ALONG THE WEST LINE OF SAID FRACTIONAL QUARTER (1/4) SECTION, 1724.47 FEET TO A SIX (6) INCH DIAMETER WOOD FENCE CORNER POST; THENCE NORTH 89° 18' 30" EAST, 667.98 FEET TO A RAILROAD RAIL FENCE CORNER POST ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BALTIMORE AND OHIO RAILROAD; THENCE SOUTH 75° 56' 10" EAST ON AND ALONG SAID SOUTHERLY RAILROAD RIGHT-OF-WAY LINE, 194.68 FEET TO AN IRON ROD; THENCE SOUTH 0° 04' 30" EAST PARALLEL THE WEST LINE OF SAID FRACTIONAL QUARTER (1/4) SECTION, 1626.15 FEET TO AN IRON ROD; THENCE SOUTH 89° 40' 10" EAST PARALLEL TO AND 64 FEET NORTHERLY BY RIGHT ANGLE MEASURE OF THE SOUTH LINE OF SAID FRACTIONAL QUARTER (1/4) SECTION, 1284.34 FEET TO A P.K. NAIL ON THE CENTERLINE OF COUNTY ROAD 427; THENCE SOUTH 21° 06' 40" WEST ON AND ALONG THE CENTERLINE OF COUNTY ROAD 427, 68.45 FEET TO THE POINT OF BEGINNING, CONTAINING 35.828 ACRES GROSS IN TRACT 0.079 ACRE IN COUNTY ROAD 427 RIGHT-OF-WAY OR 35.749 ACRES NET IN TRACT AND SUBJECT TO ALL LEGAL RIGHT-OF-WAYS AND EASEMENTS.

Also being legally described as:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 33 NORTH, RANGE 13 EAST, IN DEKALB COUNTY, THE STATE OF INDIANA, MORE FULLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER MARKED BY A STONE FOUND THIS SURVEY; THENCE N 89° 40' 10" W (RECORD), ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, FOR 546.46 FEET TO THE POINT OF BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF COUNTY

ROAD 427 AND THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE CONTINUING N 89° 40' 10" W, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, FOR 2115.98 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER MARKED BY AN IRON PIPE FOUND THIS SURVEY; THENCE N 00° 06' 45" W, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, FOR 1724.47 FEET TO A REBAR SET THIS SURVEY; THENCE N 89° 16' 50" E FOR 668.66 FEET TO A RAILROAD RAIL FENCE POST FOUND THIS SURVEY ON THE SOUTH RIGHT-OF-WAY LINE OF THE CSX RAILROAD; THENCE S 75° 56' 00" E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE CSX RAILROAD, FOR 193.53 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO FOAMEX INNOVATIONS OPERATING COMPANY PER DEKALB COUNTY DOCUMENT RECORD #200904317; THENCE S 00° 06' 45" E, PARALLEL TO THE WEST LINE OF SAID NORTHEAST QUARTER, FOR 1626.77 FEET TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND CONVEYED TO FOAMEX INNOVATIONS OPERATING COMPANY; THENCE S 89° 40' 10" E, PARALLEL TO AND 64 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER, FOR 1284.48 FEET TO THE CENTER LINE OF COUNTY ROAD 427; THENCE S 21° 06' 40" W, ALONG THE CENTER LINE OF COUNTY ROAD 427, FOR 68.45 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 35.81 ACRES, MORE OR LESS AND BEING SUBJECT TO ALL PUBLIC ROAD RIGHT-OF-WAYS AND ALL EASEMENTS OF RECORD.

A SURVEY OF SAID TRACT BEING REPRESENTED BY PLAT OF SURVEY #33-13-06-002 AS PREPARED BY SEXTON AND ASSOCIATES; 108 EAST MAIN STREET; ALBION, IN 46701.

PARCEL NUMBER: 17-10-06-251-001.000-010









Real Estate Purchase and Sale Agreement Trelleborg to City 032524-10682374-v2

Final Audit Report

2024-04-29

Created:	2024-04-29
By:	Anita Levesque (Anita.Levesque@trelleborg.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMNWmIPyQ9-R7k_P_NK8NJpP38gyehY8l

"Real Estate Purchase and Sale Agreement Trelleborg to City 032524-10682374-v2" History

-  Document created by Anita Levesque (Anita.Levesque@trelleborg.com)
2024-04-29 - 12:46:32 PM GMT - IP address: 165.225.59.68
-  Document emailed to Jessie Marlowe (jessie.marlowe@trelleborg.com) for signature
2024-04-29 - 12:48:16 PM GMT
-  Document emailed to Jennifer Walker (jennifer.walker@trelleborg.com) for signature
2024-04-29 - 12:48:16 PM GMT
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