

RESOLUTION 08-2026

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF AUBURN, INDIANA
APPROVING THE SALE OF 213 EAST 12th STREET IN THE CITY OF AUBURN, INDIANA**

Summary

This proposed resolution calls for the Common Council of the City of Auburn to authorize the Mayor of the City of Auburn to negotiate and sell, on behalf of the City of Auburn, certain real property commonly known as 213 E. 12th St., Auburn, IN 46706 for \$1.00.

The resolution also sets forth that the Clerk-Treasurer will file a certified copy of this same resolution with the appropriate County Offices of DeKalb County, Indiana.

<input type="checkbox"/>	Recorder's Office		<input type="checkbox"/>	Publish Public Hearing
<input type="checkbox"/>	Auditor's Office or		<input type="checkbox"/>	
<input checked="" type="checkbox"/>	Clerk's Office	or	<input type="checkbox"/>	Publish O/R after adoption
<input type="checkbox"/>	Other: Assessor or		<input type="checkbox"/>	
	<input type="checkbox"/>		<input type="checkbox"/>	
	<input type="checkbox"/>		<input type="checkbox"/>	

RESOLUTION 08-2026

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF AUBURN, INDIANA
APPROVING THE SALE OF 213 EAST 12th STREET IN THE CITY OF AUBURN, INDIANA**

WHEREAS, the City of Auburn owns real estate located at 213 East 12th Street, Auburn, Indiana, (the “Real Estate”) more particularly described in Exhibit “A” which is no longer needed for municipal purposes; and

WHEREAS, the Real Estate is no longer needed for municipal purposes;

WHEREAS, the DeKalb County Fair Association, Inc., an Indiana nonprofit corporation, (“Fair Association”), has requested that the City of Auburn transfer the Real Estate to it for the purpose of supporting the operations of the Fair Association.

WHEREAS, the Common Council of the City of Auburn finds that the proposed transfer of the Real Estate to the Fair Association serves the public purpose by advancing operations and capacity of the Fair Association; and

WHEREAS, Indiana Code §36-1-11-1, et seq., permits the sale of Real Estate to an Indiana nonprofit corporation without the necessity of obtaining an appraisal or soliciting bids.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF
THE CITY OF AUBURN, INDIANA:**

1. The transfer of the Real Estate, commonly known as 213 East 12th Street, Auburn, Indiana and more particularly described in the purchase agreement attached as Exhibit “A”, to the DeKalb County Fair Association, Inc., an Indiana nonprofit, is hereby authorized. The Mayor of the City of Auburn is hereby authorized to execute all documents necessary to accomplish said transfer.

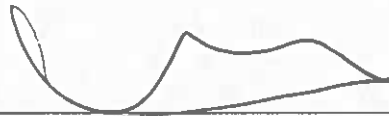
2. The Real Estate shall be sold to the Fair Association for One Dollar (\$1.00), in recognition of the public benefits to be provided.

3. The Fair Association shall use the Real Estate exclusively for supporting the operations and capacity of the Fair association and the Deed shall contain a provision that the Real Estate shall revert to the City of Auburn if it ceases to be used for that stated purpose.

4. This Resolution shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

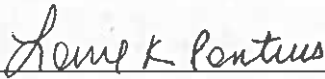
ADOPTED BY THE COMMON COUNCIL OF THE CITY OF AUBURN, INDIANA, ON

THE 2nd DAY OF June, 2026.



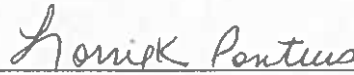
James Finchum, Councilmember
Natalie Dewitt, Council President

ATTEST:



Lorrie K. Pontius
Lorrie K. Pontius
Clerk-Treasurer

Presented by me to the Mayor of the City of Auburn, Indiana, this me this 2nd day of
June, 2026.



Lorrie K. Pontius, Clerk-Treasurer

APPROVED AND SIGNED by me this 2nd day of June, 2026.



David E. Clark, Jr., Mayor

VOTING:

AYE

NAY

Natalie DeWitt



James Finchum

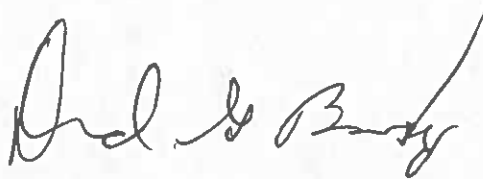
Rod Williams



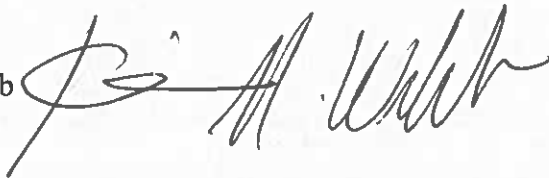
Dan Braun



Dave Bundy



Kevin Webb



Emily Prosser

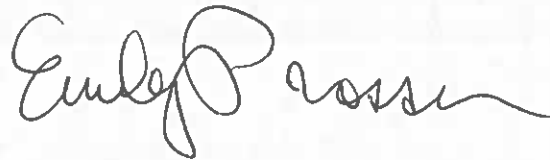


EXHIBIT "A"
LEGAL DESCRIPTION

All that certain parcel of land situated in the County of DeKalb, State of Indiana, being known and designated as follows: LOT NUMBERED TWO HUNDRED EIGHT (208) EXCEPT THE WEST TWENTY-FIVE (25) FEET THEREOF, IN THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF AUBURN, DEKALB COUNTY, INDIANA.

SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RIGHTS, DUTIES, OBLIGATIONS, COVENANTS, CONDITIONS, RESTRICTIONS, LIMITATIONS, AND AGREEMENTS OF RECORDS; ALL LEGAL HIGHWAYS AND PUBLIC RIGHTS-OF-WAY, ALL MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY OR INSPECTION OF SAID REAL ESTATE AND THE PROVISIONS OF ALL APPLICABLE ZONING LAWS.

Commonly known as: 213 E 12th Street Auburn, IN 46706

Purchase Agreement

AGREEMENT FOR SALE OF REAL PROPERTY

This Agreement For Sale of Real Property (the "Agreement") is made and entered into as of this 19th day of May, 2026 (the "Effective Date"), by and between **THE CITY OF AUBURN, INDIANA** (the "City"), and the **DEKALB COUNTY FAIR ASSOCIATION, INC.** (the "Fair Association"). (the City and the Fair Association are hereinafter sometimes referred to individually as either a "Party" or collectively as the "Parties"). The parties hereto enter into this Agreement for the benefits, valuable consideration, and conditions as further set forth herein;

RECITALS

WHEREAS, the City is a Class 3, Indiana municipality;

WHEREAS, the Fair Association is an Indiana nonprofit corporation that is exempt from federal income taxation under Section 501 of the Internal Revenue Code;

WHEREAS, the City desires to sell and convey real estate commonly known as 213 E. 12th St., Auburn, Indiana and more particularly described in Exhibit A (the "Real Estate") to the Fair Association for \$1.00; and the Fair Association desires accept and purchase the same;

WHEREAS, the Real Property shall be used exclusively for supporting the operations and capacity of the Fair Association and the Quitclaim Deed shall contain a provision which provides that if the Real Property ceases to be used for the stated purpose, it shall revert to the City; and

WHEREAS, this Agreement is permitted under Ind. Code § 36-1-11-1(b)(7); and

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Parties hereby covenant and agree, as follows:

AGREEMENT

1. **BINDING PROVISIONS.** Unless otherwise indicated, the terms and conditions of this Agreement are the legally binding and enforceable agreements of the Parties and constitute a binding agreement among and between the Parties.
2. **PURCHASE PRICE AND TERMS.** The Parties agree that the purchase price shall be \$1.00 and the City shall convey the Real Property by way of a Quitclaim Deed. The Parties further agree that the Real Property shall be used exclusively for supporting the operations and capacity of the Fair Association and the Quitclaim Deed shall contain a provision which provides that if the Real Property ceases to be used for the stated purpose, it shall revert to the City.
3. **CONDITION OF REAL PROPERTY.** The Parties agree that the Real Estate is being sold "as-is" in its current condition and there are no warranties, whatsoever, as to the condition, functionality, usability, or safety of the Real Estate.

4. **INDEMNIFICATION AND HOLD HARMLESS.** The Fair Association, its successors, assigns, agents, representatives, employees, officers, directors, successors and assigns hereby agree to indemnify and hold harmless the City, its officers, officials, employees, representatives, successors and assigns from and against all loss, liability, and any claim, demand, action or right of action, damage or cost it may incur which arises out of or is any way related to the City's action, inaction, whether caused by the negligence of the City, its officers, officials, employees, representatives, successors and assigns or otherwise. Further, the Fair Association, its successors, assigns, agents, representatives, employees, officers, directors, successors and assigns agree to indemnify and defend the City, its officers, officials, employees, representatives, successors and assigns against all claims, causes of actions, damages, judgments, costs, or expenses, including attorney fees and other litigation costs, which may in any way arise from the transportation, loading, or any potential use of the Real Estate.

5. **APPROVALS BY BOARD OF PUBLIC WORKS AND SAFETY AND COMMON COUNCIL.** The Parties understand and agree that this Agreement is subject to approval by the Board of Public Works and Safety and the Common Council. In the event that the Board of Public Works and Safety and/or the Common Council do not approve this transaction, the transaction shall be terminated and the Parties shall be released from this Agreement.

6. **LEGAL EXPENSES.** Each Party will be responsible and bear all of its own legal costs and legal expenses incurred at any time in connection with pursuing the Agreement. In the event legal action is instituted by any Party to enforce the terms of this Agreement or which arises out of the execution of this Agreement, the prevailing Party in such legal action will be entitled to receive from the other Party the prevailing Party's reasonable attorneys' fees and court costs, including the costs of appeal as may be determined by the court in which the action is brought.

7. **ENTIRE AGREEMENT.** The terms herein constitute the entire agreement between the Parties, and supersede all prior oral or written agreements, understanding, representations and warranties, and courses of conduct and dealing between the Parties on the subject matter hereof. Except as otherwise provided herein, this Agreement may only be amended or modified by a writing executed by all of the Parties.

8. **GOVERNING LAW.** This Agreement will be governed by and construed under the laws of the State of Indiana without regard to its conflicts of law provision.

9. **JURISDICTION AND SERVICE OF PROCESS.** Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the Parties in the courts of the State of Indiana, County of DeKalb, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Indiana and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any Party anywhere in the world.

10. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

[Remainder of this page intentionally left blank; Signatures on the following page]

**FAIR ASSOCIATION:
DEKALB COUNTY FAIR ASSOCIATION, INC.**


BY: Eric Rowe

DATE: 5/6/2026

Eric Rowe

Printed Name
And Authorized Agent

CITY:
THE CITY OF AUBURN



David E. Clark, Jr., Mayor

Date: 05/19/2020

Exhibit A

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