

HOBART REDEVELOPMENT COMMISSION

Resolution Number 2016-03

A Resolution Authorizing an Agreement to Provide for the Transfer of a Strip of Real Estate South of 61st Avenue for the Extension of Arizona Street in Partial Satisfaction of an Obligation to the Commission Under a Previous Reimbursement Agreement and Accepting the Deed of Conveyance and Engineering Products Required by the Agreement

WHEREAS, the Hobart Redevelopment Commission ("RDC") participated in development activities centered in the area of the City South of 61st Avenue and East of Colorado Street for the purpose of assisting in the possible location of a commercial enterprise in that area; and

WHEREAS, that project did not go forward but the developer owning a portion of the land involved in said project, Double Barrel Farms, LLC, contracted to acquire a strip of real estate 80 feet wide extending from the southern edge of 61st Avenue to the South line of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of section 12, Township 35 North, Range 8 West of the Second Principal Meridian in the City of Hobart, including an East-West 80 foot wide strip at the center of the North-South strip for the installation of streets and utilities which are contemplated in the future as the parcel of land south of 61st Avenue develops; and

WHEREAS, Double Barrel Farms, LLC (hereinafter referred to as the "Transferor") has agreed to incur the expense to complete the acquisition of said T-shaped strip of land; and

WHEREAS, the Transferor previously signed a Reimbursement Agreement with the City of Hobart whereby it agreed to pay the costs of the City's consultants' preparation of certain development agreements and other items in contemplation of said proposed project, and that there is now due and owing from the Transferor the total sum of an invoice issued by the RDC's special counsel, Faegre, Baker, Daniels, LLP, in the amount of \$61,097.99; and

WHEREAS, the Transferor is willing to transfer said real estate, which Transferor has contracted to purchase at the cost of \$56,800.00, to the RDC in consideration of the RDC's payment of that sum, \$56,800.00, to Faegre, Baker, Daniels, LLP toward the Transferor's obligation under the Reimbursement Agreement to satisfy the Faegre invoice; and

WHEREAS, the RDC and the Transferor have also agreed that the Transferor shall pay the balance due upon the Faegre, Baker, Daniels, LLP invoice in the amount of \$4,297.99 and further, that the Transferor will assign, transfer and otherwise give over to the RDC all of its rights to the engineering, designs, specifications, drawings, calculations, specifications and other items prepared by Butler, Fairman and Seufert, Inc. under contract to the Transferor for the location of a deep sewer and any related utility work within the strip of land conveyed under this agreement; and

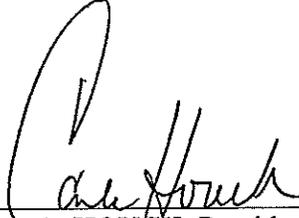
WHEREAS, the RDC now wishes to adopt and approve the written agreement memorializing these terms which is attached hereto and made a part hereof and to make said arrangement effective in the manner required by law.

THEREFORE, it is resolved by the Redevelopment Commission of the City of Hobart, Indiana that:

1. The Agreement for Transfer of Real Estate which is attached hereto and made a part hereof is hereby adopted and approved in all respects.
2. The RDC hereby accepts the deed of conveyance of said strip of real estate and further accepts the engineering products described above effective upon their delivery to the City Director of Development.

3. Upon such delivery, the RDC requests that the Director of Development and Clerk-Treasurer pay the sum of \$56,800.00 to the law firm of Faegre, Baker, Daniels, LLP and to provide proof of said payment to the Transferor hereunder.

ALL OF WHICH, is enacted as the Resolution of the Redevelopment Commission of the City of Hobart on this 8th day of April, 2016.



CARLA A. HOUCK, President

ATTEST:



SECRETARY

AGREEMENT FOR TRANSFER OF REAL ESTATE

THIS AGREEMENT is made on the 18th day of March, 2016 by and between Double Barrel Farms, LLC, an Indiana Limited Liability Company acting by and through its managing member, Timothy E. Healy ("Transferor") and the Redevelopment Commission of the City of Hobart, Indiana, a political subdivision, acting by and through its President, Carla A. Houck, ("RDC").

Recitals

WHEREAS, the Transferor is a real estate developer who owns lands and development rights with respect to a parcel of real estate located South of 61st Avenue and East of Colorado Street in the City of Hobart, Lake County, Indiana; and

WHEREAS, the RDC has been engaged in discussions with the Transferor concerning the development of the above-described real estate area and such discussions have included the RDC's desire to secure a parcel of real estate for the extension of Arizona Street South of 61st Avenue to the north property line of the Transferor's parcel; and

WHEREAS, in connection with recent development activities for another project, the Transferor executed a Reimbursement Agreement with the City of Hobart to pay for the cost of special legal counsel's services in connection with the preparation of development agreements, and other related items for said project that had been previously contemplated for location upon the Transferor's development site in said area; and

WHEREAS, as part of that proposed development, the developer contracted to purchase and is now completing the purchase of a certain T-shaped parcel of real estate consisting of a strip of land 80 feet wide extending from the southern boundary of 61st Avenue to the South line of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of section 12, Township 35 North, Range 8 West of the

Second Principal Meridian together with an East-West 80 foot wide strip intersecting with the north side strip all as depicted on the plat of survey which is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, said development project was cancelled by the company with whom the Transferor and RDC were dealing, and the Transferor now has available said T-shaped strip of land for the purpose of extending Arizona Street and installing the beginning of an interior street within the parcel to the West of Arizona Street and South of 61st Avenue but the Transferor has no current need for same; and

WHEREAS, the Transferor, in connection with the previous project through the above-referenced Reimbursement Agreement has incurred an obligation to the City for said attorney fees in the total amount of \$61,097.99; and

WHEREAS, the Transferor has purchased said strip of land described in Exhibit A for the purchase price of \$56,800.00; and

WHEREAS, it is in the best interest of the City of Hobart and the RDC to obtain title and control of said strip so that the City will be in a position to secure the land for installation of the southward extension of Arizona Street together with any underground utilities in the future as the area south of 61st Avenue and East of Colorado Street develops; and

WHEREAS, at the same time, it is in the interest of the Transferor to provide said property to the City of Hobart in return for the RDC's payment of said obligation under the Reimbursement Agreement to the extent of the amount paid for the purchase of the real estate; and

WHEREAS, the parties, therefore, desire to enter into this agreement providing for the transfer of said real estate to the City of Hobart Redevelopment Commission in consideration for

the payment by the Commission of the sum of \$56,800.00 to the law firm of Faegre, Baker, Daniels, LLP, in partial satisfaction of Transferor's obligation under the Reimbursement Agreement.

THEREFORE, IN CONSIDERATION of the mutual promises, terms and conditions hereinafter set forth and intending themselves to be legally bound, the parties agree as follows:

1. Transferor hereby agrees to close and otherwise complete the purchase of the above-described parcel, consisting of 2.84 acres and including a strip of land 80 feet wide from the southern boundary of 61st Avenue southward to the northern boundary of the North ½ of the Northeast ¼ of Section 12 of Township 35 North, Range 8 West of the Second Principal Meridian, together with the East -West extension from said strip of another strip 80 feet in width all of which is depicted upon Exhibit A attached hereto and made a part hereof. Upon closing and completion of sale, the Transferor agrees to execute a warranty deed to the Redevelopment Commission of the City of Hobart, Indiana transferring said parcel. Upon delivery of the deed, the Redevelopment Commission will accept same in the manner required by law.

2. Upon receipt and acceptance of the warranty deed transferring said real estate to the RDC, the RDC shall pay the sum of \$56,800.00 to the law firm of Faegre, Baker, Daniels, LLP in partial satisfaction of their invoice to the Hobart Redevelopment Commission for services rendered in connection with Project Cosmo, which services are subject to reimbursement by the Transferor in the total sum of \$61,097.99. The Transferor agrees to pay to Faegre, Baker, Daniels, LLP the balance of said invoice due and payable in the amount of \$4,297.99, forthwith.

3. Further, the Transferor agrees to deliver to the RDC all of the engineering plans, specifications, calculations, studies, and other products generated by Butler, Fairman & Seufert,

Inc., the Transferor's consulting engineering firm, in connection with the design of a deep sanitary sewer proposed to be placed in the southward extension of Arizona Street within the real estate purchased and transferred under this agreement. The Transferor will execute and deliver any documents necessary to transfer the ownership and all rights to the use of said engineering products to the RDC or any other agency or instrumentality of the City of Hobart so that City agencies may freely use such engineering products if and when they proceed with the installation of said sewer.

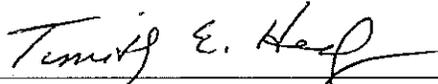
4. Any and all real estate taxes or assessments due and payable for the land transferred under this agreement shall be prorated to the date of execution and delivery of the deed to the Hobart Redevelopment Commission based on the most recently available tax rate in effect.

5. The RDC for the benefit of the Transferor and Ewen Deep River Farm, LLC, its lessees, and all persons desiring access to and use of the certain T-shaped Parcel as depicted on Exhibit A herein (collectively, the "Permittees"), grants to such Permittees (i) a nonexclusive easement for full use of the Property; and (ii) a non-exclusive easement on, over and across the Parcel as necessary for individual or agricultural access to and from the Parcel, together with the rights of ingress and egress to, from and across the Parcel. (The easements described in clauses (i) and (ii) of this Section 5 are referred to, collectively, as the "Easements.") The Easements granted by the RDC under this Agreement shall run with the land in the Parcel. In no event will any Permittee be liable or obligated to pay any fee, cost or expense in connection with any of the Easements. The Easement shall expire upon each portion of the Parcel when construction commences on that portion for the installation of public improvements. Each portion of the Parcel that has not had public improvements commence shall remain subject to the Easement

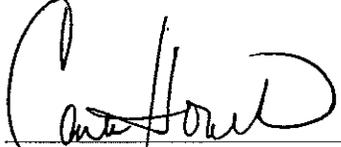
until such event occurs. Furthermore, in the event crop damage occurs in conjunction with the construction of public improvements, the RDC shall not be liable for reimbursement to the Permittees for such damage.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above written.

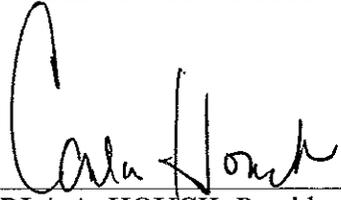
DOUBLE BARREL FARMS, LLC
an Indiana Limited Liability Company

BY: 
TIMOTHY E. HEALY, Managing Member

HOBART REDEVELOPMENT COMMISSION
a political subdivision of the State of Indiana

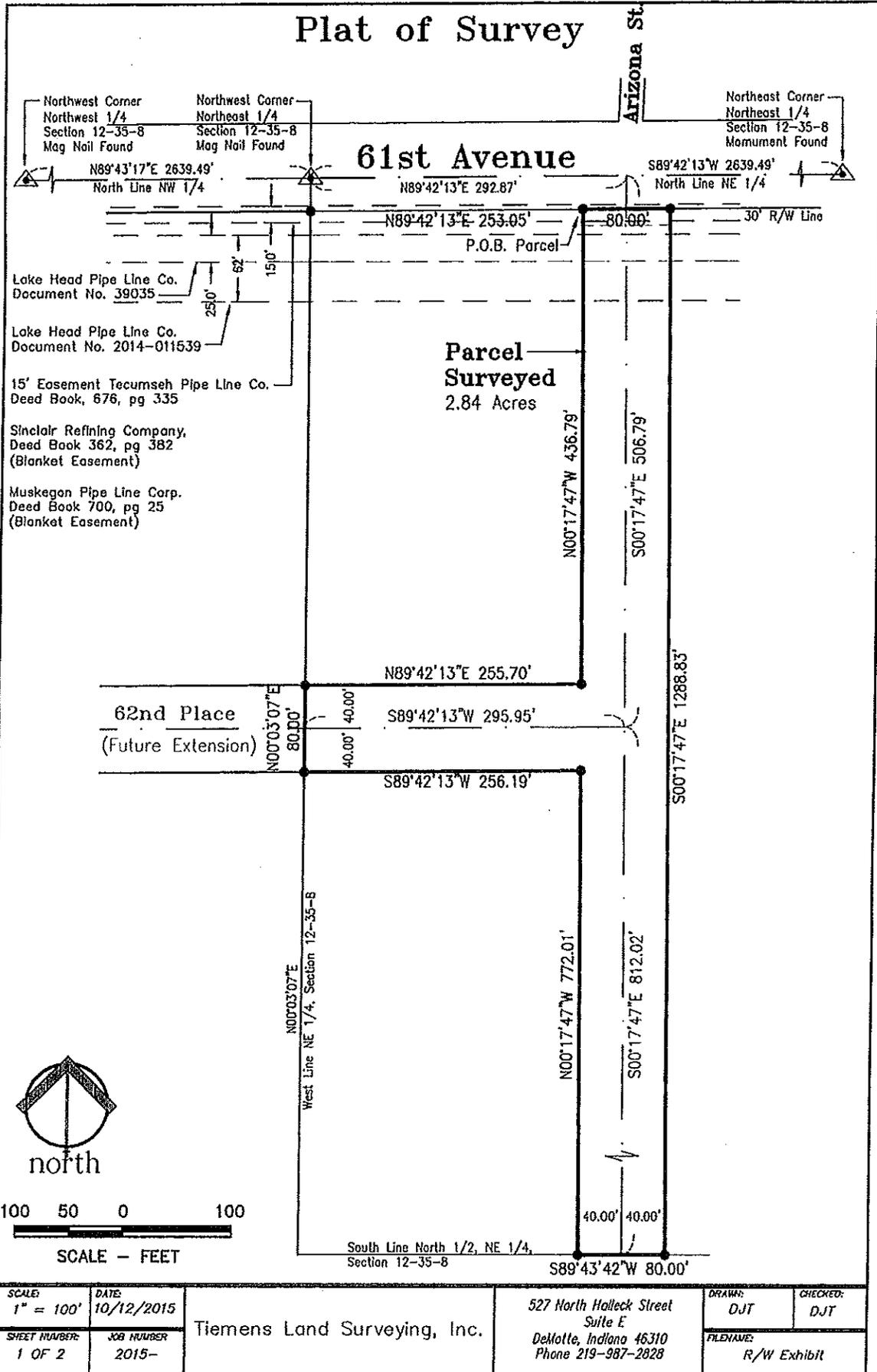
BY: 
CARLA A. HOUCK, President
S.

ADOPTED and APPROVED by the REDEVELOPMENT COMMISSION of the City of Hobart, Indiana on this 8th day of April, 2016.


CARLA A. HOUCK, President
S.

ATTEST:


Secretary



SCALE: 1" = 100'	DATE: 10/12/2015	Tiemens Land Surveying, Inc.	527 North Halleck Street Suite E DeHottle, Indiana 46310 Phone 219-987-2828		DRAWN: DJT	CHECKED: DJT
SHEET NUMBER: 1 OF 2	JOB NUMBER: 2015-				FILENAME: R/W Exhibit	

Plat of Survey

RE: Ewen Deep River Farm, LLC, Document No. 2006-031037, Recorded April 17, 2006

Legal Description: Parcel Surveyed

A parcel of land 80.00 feet wide being part of the North 1/2 of the Northeast 1/4 of Section 12, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, and more particularly described as follows: Commencing at the Northwest corner of said Northeast 1/4; thence South 00°03'07" West along the West line of said Northeast 1/4 a distance of 30.00 feet to the South Right of Way line of 61st Avenue; thence North 89°42'13" East, along the South line of said 61st Avenue a distance of 253.05 feet to the Point of Beginning; thence continuing North 89°42'13" East 80.00 feet; thence South 00°17'47" East, perpendicular to said South line of 61st Avenue a distance of 1288.83 feet to the South line of the North 1/2 of said Northeast 1/4; thence South 89°43'42" West along the South line of the North 1/2 of said Northeast 1/4, a distance of 80.00 feet; thence North 00°17'47" West a distance of 772.01 feet; thence South 89°42'13" West a distance of 256.19 feet to the West line of said Northeast 1/4; thence North 00°03'07" East along the West line of said Northeast 1/4 a distance of 80.00 feet; thence North 89°42'13" East a distance of 255.70 feet; thence North 00°17'47" West a distance of 436.79 feet to the South line of said 61st Avenue and the Point of Beginning. Containing 2.84 Acres, more or less.

SURVEYOR'S REPORT:

Reference Plats:

* Previous Plat of Survey by Krull Surveying (Northwest 1/4) dated March 21, 2013. Survey Book 25, Page 23.

Availability and Condition of Reference Monuments:

* Monuments were found as noted on the Survey.

Occupation or possession lines:

* Occupation and/or possession lines are as noted on the Plat.

Clarity or ambiguity of the record description used:

* There are no apparent discrepancies in the description of the parcel surveyed and the adjoining descriptions.

Theory of Location Narrative:

* This is an Original Survey for the purpose of extending Arizona Street and connecting with the extension of 62nd Place.

* The measurements obtained were observed with a Trimble 6 GPS Receiver.

Survey Classification:

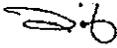
According to Title 865, Article 1, Rule 12 of the Indiana Administrative Code, this Plat is defined as a RURAL SURVEY and is within the acceptable relative positional accuracies allowed in this type of survey.

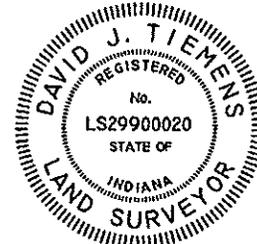
Surveyors Certificate:

I, David Tiemens, a Registered Land Surveyor in the State of Indiana, hereby state that I supervised the above Survey in accordance with Title 865 IAC 1-12, and that the Plat hereon drawn, to the best of my knowledge and belief, represents said survey.

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

Date of Survey: October 13, 2015

David Tiemens: 
Reg. Land Surveyor #29900020



SCALE: N/A	DATE: 10/12/2015	Tiemens Land Surveying, Inc. 527 North Halleck Street Suite E DeMotte, Indiana 46310 Phone 219-987-2828	DRAWN: DJT	CHECKED: DJT
SHEET NUMBER: 2 OF 2	JOB NUMBER: 2015--		FILENAME: R/W Exhibit	