

CITY OF HOBART BOARD OF PUBLIC WORKS & SAFETY

Resolution No. 2018-09

A Resolution Approving Settlement Agreement and Accepting Conveyance of Certain Real Estate to the City

WHEREAS, the Board of Public Works and Safety (“Board”), of the City of Hobart, Indiana (“City”), previously authorized the appropriation of a parcel of real estate on the South side of Third Street at the East shore of Lake George, commonly known as at 431-435 East Third Street, Hobart, Indiana 46342, containing approximately 0.50 acres of land (+ or -9,150 square feet) and 1.7 + acres of water (+ or - 74,100 square feet), improved by a three-unit, one-story commercial masonry building which is legally described on Exhibit “A,” to the attached Settlement Agreement, the approximate area of the subject property being depicted upon the drawing which is likewise attached to that Agreement as Exhibit “B,” and

WHEREAS, the City made a good-faith offer of purchase in the manner required by law, and then being unable to reach agreement with the owners of the parcel upon a purchase price, pursuant to the Board’s grant of authority, commenced suit to appropriate said parcel by the exercise of the City’s power of eminent domain in the Lake Superior Court Room Seven in a case entitled *City of Hobart, Plaintiff v. William P. Carpenter and Teresa A. Carpenter, husband and wife, Defendants* under Cause No. 45D11-1807-PL-000188; and

WHEREAS, in the course of said proceedings, a Settlement Agreement was reached between the parties, and said Settlement Agreement is attached hereto and made a part hereof as Exhibit “1.” The Warranty Deed conveying said parcel to the City of Hobart pursuant to the Settlement Agreement is attached hereto and made a part hereof as Exhibit “2;” and

WHEREAS, the parcel is acquired for the purpose of improving the channel of Lake George running under Third Street in the City of Hobart for the purposes of storm water and flood control, and the construction of a new highway bridge (known as Lake County Bridge No. 253) conveying Third Street across the channel, along with sidewalks and trail features, surface drainage improvements, pavement and lake shore reconstruction adjacent to said bridge; and

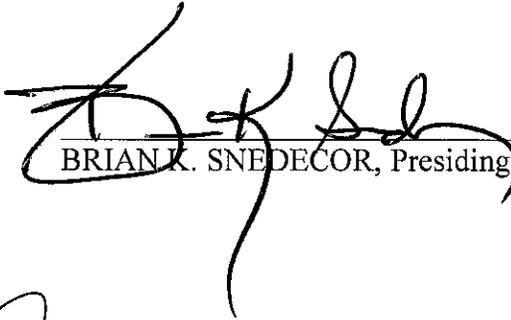
WHEREAS, the Board now desires to document its approval of the Settlement Agreement and said Warranty Deed for the conveyance of the parcel and its acceptance on behalf of the City.

THEREFORE, BE IT RESOLVED by the Board of Public Works and Safety of the City of Hobart, Indiana, that:

1. The settlement agreement attached hereto by and between the City of Hobart and William P. Carpenter and Teresa A. Carpenter, husband and wife is approved in all respects.

2. The conveyance of the above-described parcel of real estate to the City of Hobart, as evidenced by the Warranty Deed which is attached hereto, is hereby approved and accepted.

ALL OF WHICH IS ADOPTED as the Resolution of the City of Hobart Board of Public Works & Safety on this 7th day of November, 2018


BRIAN K. SNEDECOR, Presiding Officer:

ATTEST:

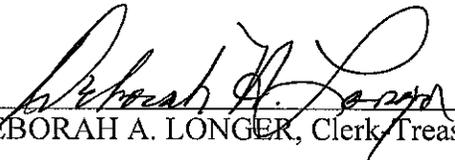

DEBORAH A. LONGER, Clerk/Treasurer

EXHIBIT “1”

SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into on November _____, 2018 by and between WILLIAM P. CARPENTER and TERESA A. CARPENTER, husband and wife, residents of the City of Portage, Porter County, Indiana (“Defendants”) and the CITY OF HOBART, INDIANA, a municipal corporation organized and existing under the laws of the State of Indiana (“City”) acting by and through its executive, Brian K. Snedecor, Mayor.

WHEREAS, the Defendants are owners of real estate located at 431-435 East Third Street, Hobart, Indiana 46342, containing approximately 0.50 acres of land (+ or -9,150 square feet) and 1.7 + acres of water (+ or – 74,100 square feet), improved by a three-unit, one-story commercial masonry building which is legally described on Exhibit “A” The approximate area of the subject property is depicted upon the drawing which is attached hereto and made a part hereof as Exhibit “B,” and

WHEREAS, the City required the acquisition of said property for a public use, the same being the improvement and widening of the channel of Lake George running under Third Street in the City of Hobart for the purposes of storm water and flood control, and the construction of a new highway bridge (known as Lake County Bridge No. 253) conveying Third Street across the widened channel, along with sidewalks and trail features, surface drainage improvements, pavement and lake shore reconstruction adjacent to said bridge; and

WHEREAS, the City made an offer to purchase said property proposed to be taken in writing, in the form prescribed in I.C. §32-24-1-5 (c) and duly served same upon the Defendants; and

WHEREAS, the Plaintiff and Defendants were unable to agree upon the terms of purchase of said real estate by the City from the Defendants, whereupon the City, as Plaintiff, filed suit to appropriate said property for the use described above through the exercise of the City’s power of eminent domain; said suit being entitled *City of Hobart, Plaintiff v. William P. Carpenter and Teresa A. Carpenter, husband and wife, Defendants*, in Lake Superior Court Room Number Seven under cause number 45D11-1807-PL-000188; and

WHEREAS, the parties have reached agreement upon the purchase price and terms of conveyance of said real estate and improvements by the Defendants to the City, and desire to memorialize their agreement in this instrument.

THEREFORE, it is AGREED by and between the parties, in consideration of the mutual promises terms and conditions hereinafter set forth and intending themselves to be legally bound, as follows:

1. Defendants hereby agree to:

a. sell and transfer, irrevocably, all of their right, title and interest in and to the above described real estate and improvements to the City of Hobart by duly executed warranty deed; and

b. Release, relinquish, discharge and extinguish all other claims they may have, whether individually, jointly or severally held, whether known or unknown, sounding in contract or tort, of any kind whatsoever against the City of Hobart, its agencies and instrumentalities, officials or employees in existence or arising on or before the date of this instrument.

2. In consideration for the agreements stated in paragraph (1) above, the City has paid the sum of Three Hundred Seventy Thousand and no/100 U.S. Dollars (\$370,000.00), the receipt of which is hereby acknowledged by the Defendants.

3. The City shall not require a credit for real estate taxes unpaid as of the date hereof, for either 2017 payable in 2018 or for 2018 taxes to be paid in 2019.

4. The Defendants agree to execute and deliver all documents necessary or desirable for the transfer of title to said real estate to the City.

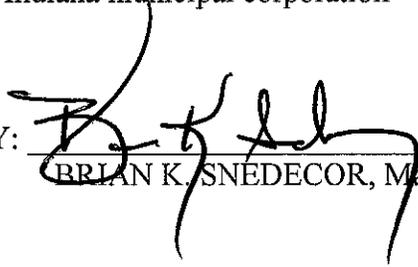
5. The parties agree to execute a stipulation for dismissal of the suit identified above for the purpose of obtaining dismissal of same with prejudice against reinstatement.

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

WILLIAM P. CARPENTER

TERESA A. CARPENTER

CITY OF HOBART, INDIANA
an Indiana municipal corporation

BY: 

BRIAN K. SNEDECOR, Mayor

EXHIBIT "A"

Project: Bridge 253
Tax I.D.: 45-09-32-156-023.000-018

Parcel: 1
Sheet: 1 of 2

Being all the grantors' land described in Instrument 2003-081534 (all referenced documents are recorded in the Office of the Recorder of Lake County, Indiana):

Part of the Northwest 1 / 4 of Section 32, Township 36 North, Range 7 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows: Beginning at a point 139.5 feet Westerly from the Northwest corner of Lot 11 on the recorded Plat of the Town of Hobart and on the South line of 3rd Street; thence Southerly at right angles to 3rd Street 130 feet; thence Easterly parallel with 3rd Street 62.5 feet; thence Southerly at right angles to 3rd Street 2 feet; thence Easterly parallel to 3rd Street 48 feet; thence Southerly 198 feet to a point 39 feet Westerly of the Southwest corner of Lot 15, in the Town of Hobart on the North side of 4th Street extended; thence Westerly on the North line of 4th Street extended 159.09 feet; thence Westerly and parallel with the right of way of New York, Chicago and St. Louis Railroad 253.18 feet; thence Northerly 88 degrees 30 minutes 245.14 feet to the South line of 3rd Street; thence Easterly on the South line of 3rd Street 154.99 feet to the place of beginning, EXCEPTING therefrom that part conveyed to the Board of Commissioners of Lake County by a deed recorded November 5, 1997 as Document No. 97075725 described as follows:

Commencing at a point on the South boundary of Third Street, said being 39 feet Westerly from the Northwest corner of the original Lot 11 on the recorded plat of the Town of Hobart and being marked by a rebar; thence along the South boundary of Third Street South 65 degrees 37 minutes 32 seconds West, 192.11 feet to the point of beginning of this description; thence along proposed right-of-way South 24 degrees 22 minutes 28 seconds East, 20.00 feet; thence along proposed right of way South 65 degrees 37 minutes 32 seconds West, 73.08 feet to the Western boundary of said parcel thence along said Western boundary North 1 degree 30 minutes 00 seconds East 22.23 feet to the South boundary of Third Street; thence along said boundary North 65 degrees 37 minutes 32 seconds East 63.38 feet to the point of beginning of this description.

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EXHIBIT "A"

Project: Bridge 253
Tax I.D.: 45-09-32-156-023.000-018

Parcel: 1
Sheet: 2 of 2

EXCEPTING THEREFROM the 8,996 square feet "Parcel 12" described in Instrument 2006-093192:

A part of the Northwest Quarter of Section 32, Township 36 North, Range 7 West of the 2nd Principle Meridian, in the City of Hobart, Lake County, Indiana, described as follows: Commencing at the northwest corner of Lot 11, in the Original Town (now City) of Hobart, the plat of which is recorded in Deed Record "D", page 423, in the Office of the Recorder of Lake County, Indiana, which corner is on the southeastern boundary of 3rd Street; thence South 65 degrees 27 minutes 15 seconds West along the boundary of said 3rd Street 139.50 feet to the north most corner of the grantors' land; thence South 24 degrees 32 minutes 45 seconds East along a northeastern line of the grantors' land 130.00 feet to a corner of the grantors' land; thence North 65 degrees 27 minutes 15 seconds East along a northwestern line of the grantor's land 62.50 feet to a corner of the grantors' land; thence South 24 degrees 32 minutes 45 seconds East along a northeastern line of the grantor's land 2.00 feet to a corner of the grantors' land; thence North 65 degrees 27 minutes 15 seconds East along a northwestern line of the grantors' land 47.84 feet (48 feet by Instrument No. 2003081534) to a corner of the grantor's land; thence South 24 degrees 28 minutes 28 seconds East along a northeastern line of the grantors' land 19.47 feet to the point of beginning of this description: thence South 24 degrees 28 minutes 28 seconds East along said northeastern line 178.53 feet to a point on the north boundary of 4th Street extended, which point is 39 feet westerly of the southwest corner of Lot 15 in the Original Town (now City) of Hobart; thence South 65 degrees 31 minutes 32 seconds West along the boundary of said 4th Street extended 159.09 feet to a corner of the grantors' land; thence North 87 degrees 42 minutes 59 seconds West along the south line of the grantors' land 45.00 feet; thence North 2 degrees 17 minutes 01 second East 41.00 feet; thence South 87 degrees 42 minutes 59 seconds East 100.00 feet; thence North 35 degrees 19 minutes 33 seconds East 62.98 feet; thence North 9 degrees 07 minutes 07 seconds West 140.00 feet to the point of beginning and containing 8,996 square feet, more or less.

EXHIBIT “2”

Mail Tax Bills To:

(Real Estate Tax Exempt)
Deborah A. Longer
City of Hobart Clerk-Treasurer
414 Main Street
Hobart, Indiana 46342

Return To:

Anthony DeBonis, Jr.
Hobart City Attorney
DeBonis & Assoc., Attorneys
214 Main Street
Hobart, Indiana 46342

WARRANTY DEED

THIS INDENTURE WITNESSETH THAT :

WILLIAM P. CARPENTER and TERESA A. CARPENTER, husband and wife
of Porter County, Indiana (Grantors)

convey and warrant to:

THE CITY OF HOBART, INDIANA,
a municipal corporation organized and existing under the laws of the State of Indiana
in Lake County (Grantee),

for the sum of Ten Dollars and other valuable consideration, the receipt whereof is hereby acknowledged, the real estate in Lake County, State of Indiana, commonly known as 431-435 East Third Street, Hobart, Indiana 46342, containing approximately 0.50 acres of land (+ or - 9,150 square feet) and 1.7 + acres of water (+ or - 74,100 square feet), improved by a three-unit, one-story commercial masonry building. Said real estate is legally described upon Exhibit “A,” attached. The approximate area of the real estate is depicted upon the drawing which is attached hereto and made a part hereof as Exhibit “B.”

Property Number: 45-09-32-156-023.000-018

Common address: 431-435 East Third Street, and adjacent portion of Lake George,
Hobart, Indiana 46342

Address of the Grantee: 414 Main Street, Hobart, Indiana 46341

Page 1 of 6

This conveyance is subject to easements, highways, rights of way, ditches, and drains, and restrictions of record.

IN WITNESS WHEREOF, Grantors have executed this deed on this _____ day of November, 2018.

WILLIAM P. CARPENTER (Grantor)

TERESA A. CARPENTER (Grantor)

ACCEPTED by the BOARD OF PUBLIC WORKS AND SAFETY of the CITY OF HOBART, INDIANA on this 7th day of November, 2018.

BRIAN K. SNEDECOR,
Mayor and Presiding Officer

ATTEST: _____
DEBORAH A. LONGER,
Clerk-Treasurer

STATE OF INDIANA)
) ss:
PORTER COUNTY)

BEFORE ME, a duly appointed Notary Public in and for said county and state, appeared WILLIAM P. CARPENTER and TERESA A. CARPENTER, husband and wife, Grantors in the above instrument and persons known to me, who acknowledged execution of same as their free and voluntary acts for the uses and purposes stated therein.

IN WITNESS WHEREOF, I have affixed my signature and official seal on this _____ day of November, 2018.

Notary Public

Name Printed: _____

S E A L

County of Residence: _____

My Commission Expires: _____

STATE OF INDIANA)
) ss:
LAKE COUNTY)

BEFORE ME, a duly appointed Notary Public in and for said county and state, appeared BRIAN K. SNEDECOR and DEBORAH A. LONGER, Mayor and Clerk-Treasurer of the City of Hobart, Indiana, respectively, Grantee in the above instrument and persons known to me, who acknowledged execution of same in such capacities on behalf of said Grantee, as their free and voluntary acts, for the uses and purposes stated therein.

IN WITNESS WHEREOF, I have affixed my signature and official seal on this 7th day of November, 2018.

Notary Public

Name Printed: _____

S E A L

County of Residence: _____

My Commission Expires: _____

I affirm under the penalty for perjury that I have taken reasonable care to redact each Social Security number in this document unless required by law. Anthony DeBonis, Jr.

*This Instrument prepared by Anthony DeBonis, Jr., Hobart City Attorney,
ANTHONY DeBONIS, JR. & ASSOCIATES ATTORNEYS AT LAW, LLC,
214 Main Street, Hobart, Indiana 46342
(219) 940-9963; Facsimile (219) 940-9965*