

BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard.

Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	12.4.12	Requested Meeting Date:	12.17.12
		Confirmed Meeting Date:	
Received by:			
Contact Information: Please provide all requested information in the fields below. (Print or Type)			
On Behalf of Organization or Individual:			
Name:	Lynnette Gray	Telephone:	(317) 738-3365
Title or Position:	City Attorney		
E-Mail:	lynng@embarqmail.com		
Address:	63 E. Court Street		
City:	Franklin	State:	IN
ZIP:	46131		
Who will attend the meeting and present the request?			
Name:	Lynnette Gray	Telephone:	(317) 738-3365
Title or Position:	City Attorney		
E-Mail:	lynng@embarqmail.com		
Please describe the purpose or title of your presentation.			
To request approval of the Real Estate Transfer from the Franklin Redevelopment Commission;			
Supporting documents: All supporting documents should be submitted with the request form.			
1. Real Estate Transfer Agreement Between City of Franklin, Indiana and the Franklin Redevelopment Commission			
2. Resolution Number 12-08 Approving Real Estate Transfer from the Franklin Redevelopment Commission – Wayne Street/Jackson Street Parcels			
3.			

**RESOLUTION NO: 12-08
OF THE CITY OF FRANKLIN, INDIANA'S
BOARD OF PUBLIC WORKS AND SAFETY**

**APPROVING A REAL ESTATE TRANSFER
FROM THE FRANKLIN REDEVELOPMENT COMMISSION**

Wayne Street / Jackson Street Parcels

WHEREAS, the City of Franklin, Indiana Department of Redevelopment, by and through its Redevelopment Commission ("RDC"), owns the following real estate (the "Parcels") located in the City, and with respect to each, the RDC is the "Transferring Party" and the City of Franklin, Indiana, by and through its Board of Public Works and Safety ("City") is the "Receiving Party":

Wayne/Jackson Street Properties. The RDC owns fee simple title to four (4) contiguous lots comprising approximately five hundred twenty thousandths (.520) acres of real property located at the northeast corner of Wayne and Jackson Streets, Franklin, Johnson County, Indiana and legally described on Exhibit "A" attached hereto and incorporated herein by reference.

WHEREAS, pursuant to Indiana Code Section 36-7-14-12.2, the RDC may do the following with respect to the Parcels:

- A. Hold, use, sell (by conveyance by deed, land sale contract, or other instrument), exchange, lease, rent, or otherwise dispose of property acquired for use in the redevelopment of areas needing redevelopment on the terms and conditions that the commission considers best for the unit and its inhabitants, and
- B. Sell, lease, or grant interests in all or part of the real property acquired for redevelopment purposes to any other department of the unit or to any other governmental agency for public ways, levees, sewerage, parks, playgrounds, schools, and other public purposes on any terms that may be agreed on.

WHEREAS, the parties desire that the Parcels be transferred by deed from the RDC to the City.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and legal sufficiency of which the parties acknowledge, the RDC agrees to transfer the Parcels to the City and the City agrees to accept the transfer pursuant to the terms and conditions of a Real Estate Transfer Agreement attached hereto and approved in substantially final form.

This resolution shall be in full force and effect from and after its adoption.

INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana, this ____ day of _____, _____.

City of Franklin, Indiana, By its Board of Public Works and Safety:

Voting Affirmative:

Voting Opposed:

Mayor Joseph E. McGuinness

Mayor Joseph E. McGuinness

Steve Barnett

Steve Barnett

Robert Swinehammer

Robert Swinehammer

Attest:

Janet P. Alexander, Clerk Treasurer

Prepared by: Lynnette Gray
Attorney No.: 11567-41

**REAL ESTATE TRANSFER AGREEMENT
BETWEEN
CITY OF FRANKLIN, INDIANA
AND THE
FRANKLIN REDEVELOPMENT COMMISSION**

This Agreement is entered into as of the ___ day of _____, 2012 (the "Agreement Date") by and between the City of Franklin, Indiana, by and through its Board of Public Works and Safety ("City"), and the Franklin Redevelopment Commission, as the governing body for the City of Franklin Redevelopment Department ("RDC"), pursuant to Indiana Code 36-7-14, as amended (the "Act").

WHEREAS, the RDC owns the following real estate (the "Parcels") located in the City, and with respect to each, the RDC is the "Transferring Party" and the City is the "Receiving Party":

Wayne Street/Jackson Street Properties. The RDC owns fee simple title to four (4) contiguous lots comprising approximately five hundred twenty thousandths (.520) acres of real property located at the northeast corner of Wayne and Jackson Streets, Franklin, Johnson County, Indiana and legally described on Exhibit "A" attached hereto and incorporated herein by reference.

WHEREAS, the parties desire that the Parcels be transferred by deed from the RDC to the City.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and legal sufficiency of which the parties acknowledge, the RDC agrees to transfer the Parcels to the City and the City agrees to accept the transfer on the terms and conditions set forth below:

- 1. Cooperation of Transferring Party.** Transferring Party will cooperate with Receiving Party and its representatives in obtaining information about the Parcels, and will furnish same to Receiving Party and its representatives, whenever reasonably requested by Receiving Party. Transferring Party will further cooperate with and furnish Receiving Party with all information necessary to obtain all approvals.
- 2. Closing.** The closing of the transfer of the Parcels (the "Closing") will occur at a time and place that is mutually agreeable to the parties.
- 3. Closing Documents.** At the Closing, Transferring Party will execute and deliver to Receiving Party a general warranty deed conveying the Parcels to Receiving Party subject only to permitted exceptions and otherwise free and

clear of all liens and encumbrances except such as have been approved in writing by Receiving Party; a Vendor's Affidavit in a form satisfactory to the Receiving Party; a closing statement; and such other instruments, certificates or affidavits as may be provided herein or as Receiving Party or Title Insurer may reasonably request to effect the intention of the parties hereunder.

4. Possession. Possession of the Parcels will be delivered to Receiving Party on the Closing Date, free and clear of the claims of any other party, except as provided otherwise in this agreement. Notwithstanding the foregoing, Receiving Party or its designee will be entitled to enter the property on and after the date hereof for the purpose of making all tests and inspections deemed necessary by Receiving Party to determine the condition of the Parcels.

5. Rights and Obligations. The rights and obligations of Transferring Party and Receiving Party herein contained will inure to the benefit of and be binding upon the parties hereto and their respective personal representatives, heirs, successors, and assigns.

6. Notices. All notices required or permitted to be given hereunder will be in writing and delivered either in person or by certified first-class prepaid mail, return receipt requested, or by a nationally-recognized overnight courier, to Transferring Party or Receiving Party at 70 East Monroe Street, Franklin, Indiana, 46131, or at such other address, notice of which may have been given to the other party in accordance with this paragraph. Any notice given in accordance with paragraph will be deemed to have been given or delivered on the date the same is personally delivered to the recipient or received by the recipient as evidenced by the return receipt.

7. Further Representations and Warranties of Transferring Party.

Transferring Party represents and warrants that:

- a) The execution, delivery, and performance by Transferring Party of its obligations under this Agreement will not conflict with or result in a breach of, or constitute a default under, any of the provisions of any law, governmental rule, regulations, judgment, decree, or order by which the Transferring Party is bound, or by any of the provisions of any contract to which the Transferring Party is bound, or, if Transferring Party is not an individual, by the Transferring Party's declaration of trust, certificate of incorporation, bylaws or partnership agreement, as the case may be.
- b) Transferring Party will have as of the date of the Closing, good, marketable, and indefeasible title to the Property.
- c) There are no liens or other encumbrances against the Property which will

remain after the Closing.

- d) All necessary rights-of-way for all roads referenced on the Survey delivered to Receiving Party or obtained by Receiving Party have been (or will prior to the Closing be) provided to Receiving Party and have been (or will prior to the Closing be) dedicated to public use and accepted by the appropriate governmental authority for public use and maintenance.
- e) There are no covenants, agreements, restrictions, or other arrangements or understandings (whether or not in writing or of record) respecting the Transferring Party, the Property, or the use or possession of the Property which would impose any obligation or expense on Receiving Party or require payment by Receiving Party to any person, owners' association, or other entity of or for shared easements, improvements, utilities or services, except those that appear of record or are specifically referenced herein.
- f) Transferring Party will indemnify, defend, and hold Receiving Party harmless from and against any and all claims, demands, liabilities, damages, suits, actions, judgments, fines penalties, loss, costs, and expense (including, but not limited to, attorneys' fees) arising or resulting from, or suffered, sustained, or incurred by Receiving Party as a result (direct or indirect) of the untruth or inaccuracy of any of the foregoing matters represented and warranted by Transferring Party, which indemnity will survive the Closing hereof.

8. **Survival of Representations, Warranties and Covenants.** Each of the obligations, covenants, representations, and warranties of the parties hereto set forth in this Agreement will survive the Closing and will not be merged in the deed or other instruments of conveyance.

9. **Complete Agreement.** This Agreement represents the entire agreement between Transferring Party and Receiving Party covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations, or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties. No change or addition will be made to this Agreement except by a written agreement executed by Transferring Party and Receiving Party.

10. **Authorized Signatories.** The persons executing this Agreement for and on behalf of Receiving Party and Transferring Party each represent that they have the requisite authority to bind the entities on whose behalf they are signing.

11. **Partial invalidity.** If any term, covenant, or condition of this Agreement

is held to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid or unenforceable provision had never been contained herein.

12. **Use of Brokers.** Neither party has used a broker during the negotiation of this Agreement.

13. **Miscellaneous.**

- a) This Agreement will be construed, interpreted, and enforced in accordance with the laws of the State of Indiana. The parties agree that the State and Federal Courts of Indiana will have jurisdiction over the parties and the subject matter with respect to enforcement of this agreement.
- b) In the event that either party will bring an action or legal proceeding for an alleged breach of any provision of this Agreement or any representation, warranty, covenant, or agreement herein set forth, or to enforce, protect, determine, or establish any term, covenant, or provision of this Agreement or the rights hereunder of either party, the prevailing party will be entitled to recover from the nonprevailing party, as a part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and costs, expert witness fees, and court costs fixed by the court.
- c) All headings and sections of this Agreement are inserted for convenience only and do not form part of this Agreement or limit, expand, or otherwise alter the meaning of any provisions hereof.
- d) This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which will constitute one and the same agreement.
- e) The provisions of this Agreement are intended to be for the sole benefit of the parties hereto, and their respective successors and assigns, and none of the provisions of this Agreement are intended to be, nor will they be construed to be, for the benefit of any other party.
- f) The parties agree that if any judicial interpretation and/or construction of this agreement is required, the drafting party should be of no consequence to the interpretation or construction that occurs.

IN WITNESS WHEREOF, the parties have entered into this Agreement as the date set forth above.

Agreed:

**CITY OF FRANKLIN, INDIANA by and through its
Board of Public Works and Safety**

By: _____
Joseph McGuiness, Mayor/Member

By: _____
Stephen Barnett, Member

By: _____
Robert Swinehamer, Member

Attest: _____
Janet P. Alexander, Franklin Clerk-Treasurer

**FRANKLIN REDEVELOPMENT COMMISSION,
Governing Body of the City of Franklin
Department of Redevelopment**

Robert D. Heuchan, President

Brian J. Deppe, Secretary

EXHIBIT "A"

Tract 1:

Parts of Lots Numbered 79 and 80 in the Original Plat of the City of Franklin, Indiana, described as follows:

Beginning on the South line of said Lot Numbered 80, 41 feet west of the Southeast corner of said Lot Numbered 80; thence North 144 feet across the said Lots Numbered 79 and 80 to the North line of said lot 79; thence West along said North line of Lot Numbered 79, 31 feet; thence South 144 feet to the South line of Lot Numbered 80; thence East 31 feet to the Place of Beginning.

Commonly known as 82 West Wayne Street, Franklin, Indiana 46131

ALSO: Part of the West half of Lots 79 and 80 in the Original Plat to the Town, now City of Franklin, Indiana, described as follows:

Beginning on the South line of said Lot 80 in the above addition and 36 feet east of the Southwest corner of said Lot 80 and running thence East 36 feet along the South line of said Lot; thence North and parallel with the East line of said Lot 144 feet to the North line of Lot 79 in said addition; thence West along said North line of said Lot 79, 16 feet; thence South and parallel to the East line of said Lot 79, 72 feet to the South line of said Lot; thence West along the said South line of said Lot 79, 20 feet; thence South and parallel to the East line of Lot 80 to the Place of Beginning.

Commonly known as: 84 West Wayne Street, Franklin, Indiana 46131

Parts of Lots Numbered 79 and 80 of the Original Plat of the City of Franklin, Indiana, described as follows:

Beginning at the Southeast corner of Lot Numbered 80 and continuing on North along and on the East line of said Lot Numbered 79 to the Northeast corner of said Lot 79; thence West along the North side of Lot Numbered 79, Forty-One (41) feet to a stake; thence South One Hundred Forty-Four (144) feet across Lots 79 and 80 above mentioned to the South line of Lot Numbered 80; thence East along the South line of Lot Numbered 80, Forth-One (41) feet to the Place of Beginning.

Commonly known as 82 West Wayne Street, Franklin, Indiana 46131

Tract 2:

A part of the West half of Lot Numbered 79 in the Original Plat of the Town, now City of Franklin, Indiana, described as follows to-wit:

Beginning at the Southwest corner of Lot Numbered 79 in the above Addition and running thence East 56 feet along the South line of said Lot; thence North and parallel to the East line of said Lot, 72 feet to the North line of said Lot; thence West 56 feet along said North line to the West line said Lot; thence South 72 feet along said West line to the Place of Beginning, situate in the City of Franklin, Johnson County, Indiana.

Commonly known as: 50 West Wayne Street, Franklin, Indiana 46131

Tract 3:

A part of the West half of Lot Numbered 80 in the Original Plat of the Town, now City of Franklin, Indiana, described as follows, to-wit:

Beginning at the Southwest Corner of Lot Numbered 80 in the above addition and running thence East 36 feet along the South line of said Lot; thence North and parallel to the East line of said Lot, 72 feet; thence West and parallel to the South line of said Lot, 36 feet to the West line of said Lot; thence South along said West line 72 feet to the Place of Beginning.

Commonly known as: 169 South Jackson Street, Franklin, Indiana 46131