

BEFORE THE COMMON COUNCIL
CITY OF CHARLESTOWN, INDIANA

RESOLUTION 2011-R- 6

**A RESOLUTION APPROVING THE PURCHASE OF REAL PROPERTY FOR
PURPOSES OF CONSTRUCTING A YOUTH AND FAMILY ACTIVITIES COMPLEX,
AND APPOINTING MAYOR G. ROBERT HALL AS AGENT**

Comes now the Common Council of the City of Charlestown, Indiana (the "City"), with respect to several parcels of real property which the City has a desire to acquire for civic purposes, which real property is located in the City, which is hereinafter referred to as the "Real Estate", and which is more particularly described as follows, to wit:

- #5 Dodge Street - 10-18-11-700-383.000-004 (Lot 12 Jennings Terrace);
- #6 Dodge Street - 10-18-11-700-381.000-004 (Lot 13 Jennings Terrace);
- #8 Dodge Street - 10-18-11-700-380.000-004 (Lot 15 Jennings Terrace);
- # 9 Dodge Street - 10-18-11-700-369.000-004 (Lot 16 Jennings Terrace);
- #11 Dodge Street -10-18-11-700-372.000-004 (Lot 11 Jennings Terrace); and
- #7 Hester Street - 10-18-11-700-379.000-004 (Lot 14 Jennings Terrace);

WHEREAS, through negotiation, a *Purchase Agreement* has been reached between the City and the owner of the Real Estate (see "Exhibit A"); and,

WHEREAS, the City intends to utilize the Real Estate as part of the site necessary for purposes of constructing a *City Youth and Family Activities Complex*, which may eventually include a sprinkle park, a swimming pool/water park, a miniature golf facility, or a youth center; and,

WHEREAS, it is in the best interest of the community to purchase the Real Estate for the sum of Two Hundred Fifty-Three Thousand Dollars (\$253,000.00 US). Now, therefore,

BE IT RESOLVED by the Common Council of the City of Charlestown, Indiana that the Mayor of Charlestown, Indiana should be, and hereby is, authorized to act as agent for the City of Charlestown, Indiana to effectuate the purchase of the Real Estate described above for the sum

PURCHASE AGREEMENT

THIS AGREEMENT made and entered in consideration of the mutual covenants contained herein on this 1st day of August 2011, by and between **The City of Charlestown, Indiana** (Buyer), and **Lenfert Properties, LLC** (Seller).

1. The street address and Parcel Numbers of the real estate in the city of Charlestown, Indiana, to be sold (hereinafter referred to as the "Real Property") are commonly known as:

**#5 Dodge Street - 10-18-11-700-383.000-004 (Lot 12 Jennings Terrace);
#6 Dodge Street - 10-18-11-700-381.000-004 (Lot 13 Jennings Terrace);
#8 Dodge Street - 10-18-11-700-380.000-004 (Lot 15 Jennings Terrace);
9 Dodge Street - 10-18-11-700-369.000-004 (Lot 16 Jennings Terrace);
#11 Dodge Street - 10-18-11-700-372.000-004 (Lot 11 Jennings Terrace); and
#7 Hester Street - 10-18-11-700-379.000-004 (Lot 14 Jennings Terrace).**

2. The Buyer and Seller acknowledge that Buyer has caused at least two (2) appraisals of the Real Property to be prepared by certified land appraisers and that the purchase price is no more than the average of the two (2) appraisals.

3. Buyer and Seller agree that the purchase price for the Real Property shall be **Two Hundred Fifty Three Thousand Dollars (\$253,000.00)**, Two Hundred Forty Three Thousand Dollars (\$243,000.00) of which shall be payable at the time of closing, upon delivery of a *Warranty Deed* and Ten Thousand Dollars (\$10,000.00) of which shall be paid upon delivery of the premises in accordance with ¶6 below. From this amount, the Buyer shall receive credit for pro-rated real estate taxes and assessments anticipated as of the date of closing on August 4, 2011.

4. Buyer shall pay all closing costs, including but not limited to, the cost of a title opinion and Seller shall pay for the *Warranty Deed*.

5. This Purchase Agreement is subject to the approval of the Common Council of the City of Charlestown, Indiana, anticipated to be given on the 1st day of August, 2011.

6. Seller shall be responsible to see that on or before October 1, 2011 that the Real Property is vacant and that no outstanding leases are in existence. At the time Seller turns over possession of the Real Property the remaining Ten Thousand Dollars (\$10,000.00) of the purchase price shall be immediately paid to Seller.

7. Seller shall have the right to remove or salvage any and all improvements and fixtures from the Real Property prior to closing, provided that the premises are left in an orderly state at the time Possession is given to Buyer. If doors or windows are salvaged, these openings shall be boarded.

8. Closing on this property shall be on or before **August 4, 2011** unless the parties agree, in writing, to delay that closing.

9. This Real Property conveyed shall have a merchantable title free of defects but is being purchased "AS IS", subject to all covenants, easements, restrictions of record. Except as otherwise provided herein, Buyer takes the improvements on the Real Property without any warranty of any kind, expressed or implied, including but not limited to any implied warranty of habitability.

10. The risk of loss or damage to buildings by fire or otherwise until delivery of deed is assumed by Seller until the date of possession is given to the Buyer. Possession may be given parcel by parcel, upon written acknowledgement of Buyer and Seller.

11. That as partial consideration for this Purchase Agreement, Seller shall not be liable for any unpaid or delinquent sewer and/or water bills to the City-owned or operated utilities.

12. Should either party hereto breach this Purchase Agreement, that party shall be responsible to reimburse the other party for reasonable costs of enforcement of this Purchase Agreement.

Buyer
City of Charlestown, Indiana



By: G. Robert Hall, Mayor
304 Main Cross, Charlestown, IN 47111

Seller
Lenfert Properties, LLC

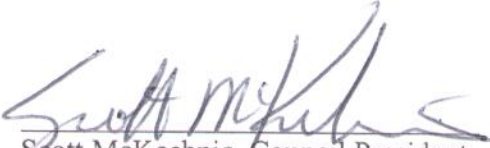
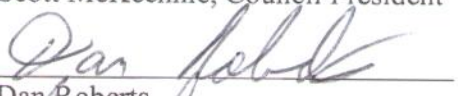
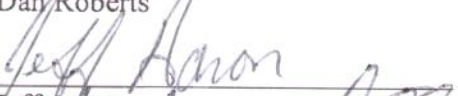
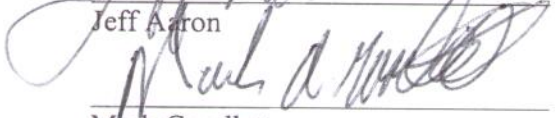


By: Brian Lenfert, Manager
655 Parkwood Drive, Clarksville, IN 47129


502-379-0928

of Two Hundred Fifty-Three Thousand Dollars (\$253,000.00 US), pursuant to the terms of the Purchase Agreement.

ALL OF WHICH IS RESOLVED on the 1ST day of August, 2011.

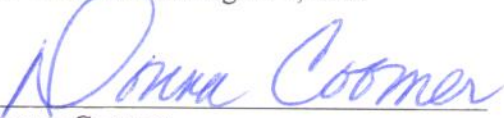
	Voted In Favor	Voted Against	Abstained	Absent
 Scott McKechnie, Council President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Dan Roberts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Jeff Aaron	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Mark Goodlett	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Terry Pierce	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SEEN AND APPROVED BY ME THIS 1ST DAY OF AUGUST, 2011, BY:



Mayor G. Robert Hall

ATTESTED on August 1, 2011



Donna Coomer
City Clerk/Treasurer