



GOSHEN REDEVELOPMENT COMMISSION

AGENDA FOR THE SPECIAL MEETING OF September 27, 2017

The Goshen Redevelopment Commission will meet on September 27, 2017 at 3:00 p.m. in the City Court Room/ Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

1. CALL TO ORDER/ROLL CALL

2. PRESENTATION

Millrace Pavilion Feasibility Study – Hunden Strategic Partners-Rob Hunden

3. NEW BUSINESS

a. Res. 62-2017 - Approve and Authorize Execution of Agreement for the Sale and Purchase of Real Estate
Located at 922 ½ E. Lincolnway.

4. OPEN FORUM

The open forum is for the general discussion of items that are not otherwise on the agenda. The public will also be given the opportunity at this time to present or comment on items that are not on the agenda.

5. ANNOUNCEMENTS

Next Regular Meeting – October 10, 2017 at 3:00 p.m.

RESOLUTION 62-2017

**Approve and Authorize Execution of Agreement for the
Sale and Purchase of Real Estate
Located at 922 ½ E. Lincolnway**

WHEREAS the City owns the property located at 922 ½ E. Lincolnway in Goshen, and is interested in selling the property in the amount of Thirty-Eight Thousand Dollars (\$38,000.00)

WHEREAS Arturo Marin and Aracelia Manriquez are interested in purchasing the property and have agreed to the terms of a sale and purchase agreement with the City.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the agreement for the sale of the real estate located at 922 ½ E. Lincolnway and that agreement is attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that Mark Brinson, Community Development Director is authorized to execute the purchase agreement on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on September 27, 2017.

Thomas W. Stump, President

Laura Coyne, Secretary

AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

THIS AGREEMENT is made and entered into this ____ day of October, 2017, by and between City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, by and through its Redevelopment Commission hereinafter referred to as “ Redevelopment,” and Arturo Marin, hereinafter referred to as “Purchaser.”

In consideration of the mutual covenants and upon the terms and conditions set forth in this agreement, Redevelopment agrees to sell and Purchaser agrees to purchase the described real estate.

DESCRIBED REAL ESTATE

The real estate that is the subject matter of this agreement is located at 922 ½ E. Lincoln, Goshen, Indiana and more particularly described as follows:

INSERT LEGAL DESCRIPTION

Subject to right of way described as follows to be dedicated to City of Goshen by Redevelopment:

INSERT LEGAL DESCRIPTION OF RIGHT OF WAY

This real estate will be referred to as the described real estate.

The described real estate shall include all land, all pertinent rights, privileges and easements and any structures and fixtures in their present condition.

CONSIDERATION

As part of the consideration for the purchase agreement, Redevelopment will construct an access drive from Lincoln Avenue to the south side of the described real estate within the right of way to be retained by City. The access drive will not be a public road but Purchaser will be permitted to use the access drive and the approximate fifteen (15) parking spaces for Purchaser's commercial use of the adjacent real estate. Redevelopment agrees to construct the access drive and the approximately fifteen (15) parking spaces by December 31, 2019.

Redevelopment and Purchaser acknowledge that part of most of the parking spaces to be constructed by Redevelopment will be located partly within the dedicated right of way and partly outside the dedicated right of way on the Purchaser's real estate.

Redevelopment agrees to sell and Purchaser agrees to purchase the described real estate and the use of the access drive and parking spaces for the sum of Thirty-eight Thousand Dollars (\$38,000.00) which will be paid in the following manner:

- 1) Five Thousand Dollars (\$5,000.00) at the time of the execution of this agreement.
- 2) Five Hundred Dollars (\$500.00) a month beginning on November 1, 2017 for twenty-six (26) months ending with the payment due on December 1, 2019.
- 3) Twenty Thousand Dollars (\$20,000.00) on or before March 1, 2020 or at the time of transfer of the real estate to Purchaser, whichever is later.

CLOSING

- 1) All real estate taxes and assessments due for the year in which the transfer is made and any prior years shall be paid by Redevelopment at the closing. All real estate taxes and assessments due the year after the transfer to Purchaser shall be paid by Purchaser.
- 2) The cost of the closing agent will be equally divided between Redevelopment and Purchaser.

POSSESSION OF REAL ESTATE

Purchaser's right to possession shall commence on the day of the transfer of the real estate to Purchaser.

ACCESS TO REAL ESTATE

- 1) Redevelopment agrees to allow Purchaser or Purchaser's agents and representatives to enter upon the real estate at all reasonable times for the purpose of inspecting the real estate.
- 2) Redevelopment shall be responsible for maintenance of the described real estate until the date of transfer to Purchaser at which time Purchaser shall be responsible for maintenance of the described real estate.

Redevelopment and Purchaser agree that any repairs needed to be made to the real estate before the closing shall be made at Redevelopment's expense.

- 3) Purchaser agrees to provide Redevelopment and their contractor access to Purchaser's real estate adjacent to the described real estate as is necessary to construct the drive and parking spaces. Redevelopment agrees to disrupt the use of the Purchaser's adjacent real estate as little as possible during the construction of the access drive and parking spaces.

REDEVELOPMENT'S WARRANTY

The Purchaser acknowledges that in determining to purchase the described real estate, Purchaser has made their own inspection of the property and improvements if any and have relied exclusively upon their own observations in making the decision to purchase. Purchaser further acknowledges that Redevelopment has made no representations with regard to the condition of the real estate, that Purchaser accepts the real estate "AS IS" without warranty, express or implied, except that Redevelopment warrants that Redevelopment will transfer a merchantable title to Purchaser.

BREACH OF AGREEMENT

It is further understood and agreed by and between the parties that, in all things, time is of the essence of this agreement. Failure on the part of Redevelopment or Purchaser to keep and perform each and every obligation provided by Redevelopment or Purchaser to be kept and performed, and if such failure continues for thirty (30) days after written notice of default, constitutes a material breach of this agreement.

MISCELLANEOUS

- 1) Failure on the part of Redevelopment or Purchaser to exercise the foregoing remedies or any other remedies now or hereafter afforded to Redevelopment or Purchaser under the laws of the State of Indiana, shall not operate as a waiver of such rights on the part of Redevelopment or Purchaser, nor by reason of such failure shall Redevelopment or Purchaser be estopped from asserting any remedies in the event of any subsequent default on the part of Purchaser or Redevelopment.
- 2) This agreement shall be fully binding upon and shall inure to the benefit of the heirs, assigns, and other successors in interest of the respective parties.
- 3) Any action to enforce this agreement must be filed in Elkhart County, Indiana and interpreted under the laws of the State of Indiana.

4) In the event that either party takes legal action to enforce the terms and conditions of this agreement, the prevailing party is entitled to payment of all expenses including reasonable attorney fees.

IN WITNESS WHEREOF, the parties have set their hands to this agreement the day and year first written above.

Purchaser

City of Goshen acting by and through its
Redevelopment Commission

By: _____
Arturo Marin

Mark Brinson
Community Development Director
Goshen Redevelopment Commission
City of Goshen, Indiana

Printed: _____

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STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on _____, 2017, personally appeared Arturo Marin, and acknowledged the execution of the foregoing instrument.

(SEAL)

Notary Public
Printed: _____
County of residence: _____
My commission expires: _____

| _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me the undersigned, a Notary Public, personally appeared _____, and acknowledged the execution of this Agreement on _____, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public
Printed _____
Resident of _____ County, State of _____
My Commission Expires _____

This instrument was prepared by Larry Barkes, City Attorney, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Larry Barkes).