

**PLAINFIELD TOWN COUNCIL**

**RESOLUTION NO. 2008-27**

**RESOLUTION APPROVING PURCHASE AGREEMENTS AND  
SALE OF REAL ESTATE**

WHEREAS, the construction of the 267 Interchange on Quaker Boulevard resulted in splitting two tracts of property owned by the Town with a small remaining tract on the north and south sides of the Interchange; and

WHEREAS, the Town determined that the two small tracts should be sold and thus alleviating the necessity of maintenance of said tracts; and

WHEREAS, the assessed value of each tract of real property to be sold is less than Fifteen Thousand Dollars (\$15,000.00), based on the most recent assessment of the tract and, further, that the Town determined that the highest and best use of the two tracts would be a sale to the abutting landowners; and

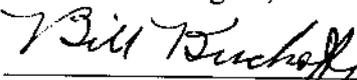
WHEREAS, the Town completed the statutory requirements for sale to the abutting property owners and both property owners, namely, Jeff Roberts and Larry K. Good, made acceptable offers to the Town for the purchase of the respective tracts.

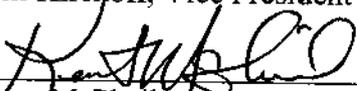
NOW, THEREFORE, BE IT RESOLVED that the two tracts identified in the Purchase Agreements attached hereto and made a part hereof should be sold to the respective purchasers, that the Purchase Agreements are hereby approved by the Town of Plainfield, that Council member Bill Kirchoff is hereby authorized to execute the Purchase Agreements on behalf of the Town of Plainfield, and that Council member Bill Kirchoff, Town Manager Richard A. Carlucci, or Town attorney Melvin R. Daniel are hereby authorized by the Town Council to sign any documents requiring signature to complete the sale of the two tracts of real estate.

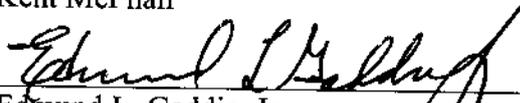
PASSED AND APPROVED by the Town Council of the Town of Plainfield,  
Indiana, this \_\_\_\_ day of September, 2008.

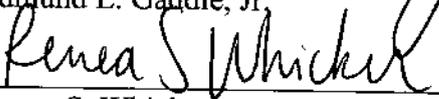
TOWN COUNCIL  
TOWN OF PLAINFIELD

  
Robin G. Brandgard, President

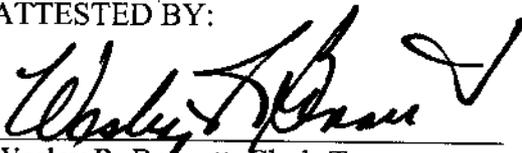
  
Bill Kirchoff, Vice President

  
Kent McPhail

  
Edmund L. Gaddie, Jr.

  
Renea S. Whicker

ATTESTED BY:

  
Wesley R. Bennett, Clerk-Treasurer  
Town of Plainfield, Indiana

## PURCHASE AGREEMENT

1. **PARTIES:** Town of Plainfield, Indiana ("Seller") agrees to sell and convey to Jeff Roberts, residing at 3930 Clarks Creek Road, Plainfield, Indiana 46168 ("Buyer"), and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions and conditions hereinafter set forth in this Purchase Agreement ("Agreement").
2. **PROPERTY:** The property is an unimproved tract of land consisting of approximately 0.29 acre located in the Town of Plainfield, Guilford Township, Hendricks County, Indiana, described on Exhibit A, attached hereto and by this reference, made a part hereof, and all privileges, and appurtenances pertaining thereto, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (collectively called "Property").
3. **PRICE:** The purchase price for the Property shall be Fourteen Thousand Five Hundred Dollars (\$14,500.00) ("Purchase Price") payable at closing and in accordance with the terms and conditions stated in this Agreement. The Purchase Price shall be payable at closing plus or minus any prorations or adjustments contemplated in this Agreement.
4. **EARNEST MONEY:** Five Hundred Dollars (\$500.00) to be applied to the Purchase Price at the Closing Date has been deposited by Buyer as Earnest Money with the Seller, in care of Wes Bennett, Clerk Treasurer of the Town of Plainfield. If this Agreement is terminated by the Buyer, as specified herein, the Earnest Money shall be returned to the Buyer or forfeited to Seller as set forth in this Agreement.
5. **CLOSING:** The closing of the sale (the "Closing Date"), shall take place at the offices of Title Company (as hereinafter defined) or Seller's attorneys in Indianapolis, Indiana or other mutually agreed upon location at a mutually agreed upon time but not later than September 30, 2008 unless extended by the parties. At Seller's option, the closing may take place by mail and the cost of any closing escrow associated therewith shall be paid by Seller.
6. **POSSESSION:** The possession of the Property shall be delivered to Buyer (at closing) in its present AS-IS condition.
7. **INSPECTIONS:** Buyer has inspected Property and agrees to purchase AS-IS.
8. **TAXES AND ASSESSMENTS:** Taxes on said real estate shall be handled as set forth below:

Real estate taxes and special assessments which are assessed for the calendar year prior to the Closing Date but are not yet due and payable as of the Closing Date shall be credited to Buyer at closing. Real estate taxes and special assessments which are assessed for the calendar year

of the Closing Date, but are not yet due and payable at the Closing Date shall be prorated between Seller and Buyer as of the Closing Date. If the actual amount of taxes or assessments (assessed or payable) for the calendar year of the Closing Date is not known at the time of the Closing Date, the proration shall be based on the amount of taxes or assessments due and payable for the calendar year immediately preceding the calendar year of the Closing Date, and Seller shall pay to Buyer at the Closing Seller's prorated portion of those taxes and assessments.

9. **INSURANCE:** Insurance shall be canceled as of the Closing Date, and the Buyer shall provide its own insurance.

10. **SURVEY:** Buyer, at Buyer's expense, may obtain a survey location report ("Survey") of the Property.

11. **TITLE COMMITMENT:** Seller shall deliver to Buyer, at Seller's expense, as soon as practicable but in all events within five (5) days after the date hereof, a Commitment for Title Insurance (the "Commitment") from The Abstract & Title Guaranty Co. ("Title Company") and cause Title Company to issue an Owner's Policy of Title Insurance as contemplated in Section 15(A)(3) hereof.

12. **SALES EXPENSES:** Seller and Buyer agree that all closing expenses are to be paid in cash prior to or at the closing as follows:

A. **SELLER'S EXPENSES:** Seller agrees to pay: all costs of releasing existing loans and recording any releases related thereto; the cost of recording the deed from the Seller to Buyer for the Property; the premium on the Owner's Title Policy in the amount of the Purchase Price without any special endorsements; one-half (½) of any closing fee; and other expenses stipulated to be paid by Seller under other provisions of this Agreement.

B. **BUYER'S EXPENSES:** Buyer agrees to pay: all expenses incident to one-half (½) of any closing fee; recordation of any mortgage(s); the cost of a Survey (if Buyer ordered a Survey); the premium on any special endorsements Buyer requested on the Owner's Title Policy, and other expenses stipulated to be paid by Buyer under other provisions of this Agreement.

13. **DEFAULT:** If Buyer breaches this Agreement and is in default, Seller shall treat this Agreement as being terminated and Seller shall retain the Earnest Money and Seller shall have no further rights to said Earnest Money. Seller shall have no further right or remedy against Buyer.

If Seller breaches this Agreement and is in default, then the Buyer's sole remedy is the return of the Earnest Money. The Buyer waives a claim for damages against the Seller other than the return of the Earnest Money.

14. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding against any other party brought for a breach of this Agreement shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

15. **DUTIES OF BUYER AND SELLER AT CLOSING:**

A. At the closing, Seller shall deliver to Buyer the following:

(1) A duly executed and acknowledged Special Warranty Deed conveying to Buyer or its designee good and indefeasible title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except as permitted herein and/or approved by Buyer in writing;

(2) A duly executed and acknowledged Vendor's Affidavit in the form most recently published by the Indianapolis Bar Association;

(3) An Owner's Policy of Title Insurance (the "Title Policy") issued by Title Company, in the full amount of the Purchase Price, dated as of closing, insuring Buyer's fee simple title to the Property to be good, merchantable and indefeasible subject only to those title exceptions permitted herein, or as may be approved by Buyer in writing;

(4) An executed Disclosure of Sales Information complying with I.C. 6-1.1-5.5, if required by law;

(5) A disclosure statement complying with the Indiana Responsible Property Transfer Law (I.C. 13-7-22.5), if required by law, or an affidavit establishing that no disclosure statement is required;

(6) A certification establishing that no federal income tax is required to be withheld under the Foreign Investment and Real Property Tax Act;

(7) An executed Closing Statement; and

(8) All other necessary documents reasonably requested by Buyer to close this transaction.

B. At the closing, Buyer shall deliver to Seller the following:

(1) The Purchase Price in the form of a certified or cashier's check or bank wire transfer of collected federal funds;

(2) An executed Closing Statement; and

(3) All other necessary documents reasonably requested by Seller to close this transaction.

16. **CONDEMNATION:** If prior to the Closing Date condemnation proceedings are commenced by any entity other than the Town of Plainfield, against any portion of the Property, Buyer may, at its option, terminate this Agreement by written notice to Seller within fifteen (15) days after Buyer is advised of the commencement of condemnation proceedings, or Buyer shall have the right to appear and defend in such condemnation proceedings, and any award in condemnation shall, at the Buyer's election, become the property of Seller and reduce the Purchase Price by the same amount or, upon closing the purchase of Property, shall become the property of Buyer, and the Purchase Price shall not be reduced.

17. **BROKERAGE:** Seller and Buyer represent to each other that there is no broker involved in this transaction. Seller and Buyer shall indemnify each other from claims of any other third parties claiming a fee or other compensation for brokerage or other similar services which have been rendered for Seller or Buyer in this transaction. The provisions of this Section shall survive the Closing Date.

18. **ASSIGNMENT.** Buyer shall not be permitted to assign this Agreement without the prior written consent of Seller.

19. **MISCELLANEOUS:**

A. Any notice, consent, election, approval or other communication required or permitted to be delivered hereunder, shall be effectively given if in writing and shall be deemed received when personally delivered, sent by United States mail, postage prepaid, certified and return receipt requested, or sent by facsimile with another copy hand-delivered or sent as aforesaid, addressed to Seller or Buyer, as the case may be, at the address set forth below the signature of such party hereto with a copy to Melvin R. Daniel, Dann Pecar Newman & Kleiman, P.C., One American Square, Suite 2300, Indianapolis, Indiana 46282.

B. This Agreement shall be construed under and in accordance with the laws of the State of Indiana.

C. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns.

D. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

E. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the transaction and cannot be changed except by their written consent.

F. Time is of the essence of this Agreement.

G. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa unless the context requires otherwise.

H. All rights, duties and obligations of the signatories hereto shall survive the passing of title to, or an interest in, the Property.

Dated this \_\_\_\_ day of September, 2008.

**"BUYER"**  
JEFF ROBERTS

\_\_\_\_\_  
Jeff Roberts

Address: Jeff Roberts  
3930 Clarks Creek Road  
Plainfield, Indiana 46168

**"SELLER"**  
THE TOWN OF PLAINFIELD, INDIANA

By: *Robin E. Burford*  
Title: Town Council Member and Authorized Agent

Address: 206 West Main Street  
Plainfield, Indiana 46168

## EXHIBIT A

A part of the Southwest Quarter of Section 25, in Township 15 North, Range 1 East of the Second Principal Meridian in Guilford Township, Hendricks County, Indiana, more particularly described as follows:

Commencing at the southeast corner of said Southwest Quarter; thence North 00 degrees 58 minutes 09 seconds West (basis of bearing = Indiana State Plane Coordinate System - West Zone) along the East line of said Southwest Quarter a distance of 156.08 feet to the northeast corner of a tract of land recorded in Book 368, pages 172-174 in the Office of the Recorder of Hendricks County, Indiana; thence South 88 degrees 28 minutes 19 seconds West along the north line of said tract of land a distance of 25.00 feet to the **POINT OF BEGINNING**; thence South 00 degrees 58 minutes 09 seconds East parallel with said East line a distance of 59.37 feet; thence South 43 degrees 52 minutes 58 seconds West a distance of 19.07 feet; thence South 88 degrees 44 minutes 23 seconds West a distance of 159.78 feet to the east right-of-way line of State Road 267 per Highway Plans for Project S-551(9) dated November 6, 1961 and on the west line of said tract of land; thence North 05 degrees 56 minutes 55 seconds West along said right-of-way line a distance of 72.22 feet to the northwest corner of said tract of land; thence North 88 degrees 28 minutes 19 seconds East along the north line of said tract of land a distance of 179.51 feet to the point of beginning. Containing 0.29 acres, more or less.

## PURCHASE AGREEMENT

1. **PARTIES:** Town of Plainfield, Indiana ("Seller") agrees to sell and convey to Larry K. Good, residing at 670 Townsend Court, Plainfield, Indiana 46168, his successors, assigns, or the trustee of any trust Larry K. Good designates ("Buyer"), and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions and conditions hereinafter set forth in this Purchase Agreement ("Agreement").
2. **PROPERTY:** The property is an unimproved tract of land consisting of approximately 0.57 acre located in the Town of Plainfield, Guilford Township, Hendricks County, Indiana, described on Exhibit A, attached hereto and by this reference, made a part hereof, and all privileges, and appurtenances pertaining thereto, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (collectively called "Property").
3. **PRICE:** The purchase price for the Property shall be Fifty-Nine Thousand Five Hundred Eighty Dollars (\$59,580.00) ("Purchase Price"), plus or minus any prorations or adjustments provided for in this Agreement and payable in accordance with the terms and conditions stated in this Agreement. Seller agrees to accept as payment of the Purchase Price an assignment of a certain Lease dated February 14, 1985 by and between Whiteco Metrocom, a subsidiary of Whiteco Industries, Inc. ("Whiteco"), and Buyer, as successor in interest to lessor's rights under the aforementioned lease (collectively "Lease"), pursuant to which Buyer is entitled to receive rental payments in the amount of Nine Hundred and 00/100 Dollars (\$900.00) per year. The Lease permits Whiteco to maintain an outdoor advertising sign structure in an area consisting of approximately 387 square feet located on and encumbering certain real estate owned by Buyer which is located contiguous to the eastern boundary of the Property. The Lease is scheduled to expire in the calendar year 2015.
4. **EARNEST MONEY:** Five Hundred Dollars (\$500.00) to be applied to the Purchase Price at the Closing Date has been deposited by Buyer as Earnest Money with the Seller, in care of Wes Bennett, Clerk-Treasurer of the Town of Plainfield. The Earnest Money shall be returned to the Buyer or forfeited to Seller as set forth in this Agreement.
5. **CLOSING:** The closing of the sale (the "Closing Date"), shall take place at the offices of Title Company (as hereinafter defined) or Seller's attorneys in Indianapolis, Indiana or other mutually agreed upon location at a mutually agreed upon time but not later than September 30, 2008 unless extended by the parties. At Seller's option, the closing may take place by mail and the cost of any closing escrow associated therewith shall be paid by Seller.
6. **POSSESSION:** The possession of the Property shall be delivered to Buyer (at closing) in its present AS-IS condition.

7. **INSPECTIONS.** Buyer has inspected Property and agrees to purchase AS-IS.

8. **TAXES AND ASSESSMENTS:** Taxes on said real estate shall be handled as set forth below:

Real estate taxes and special assessments which are assessed for the calendar year prior to the Closing Date but are not yet due and payable as of the Closing Date shall be credited to Buyer at closing. Real estate taxes and special assessments which are assessed for the calendar year of the Closing Date, but are not yet due and payable at the Closing Date shall be prorated between Seller and Buyer as of the Closing Date. If the actual amount of taxes or assessments (assessed or payable) for the calendar year of the Closing Date is not known at the time of the Closing Date, the proration shall be based on the amount of taxes or assessments due and payable for the calendar year immediately preceding the calendar year of the Closing Date, and Seller shall pay to Buyer at the Closing Seller's prorated portion of those taxes and assessments.

9. **INSURANCE:** Insurance shall be canceled as of the Closing Date, and the Buyer shall provide its own insurance.

10. **SURVEY:** Buyer, at Buyer's expense, may obtain a survey location report ("Survey") of the Property.

11. **TITLE COMMITMENT:** Seller shall deliver to Buyer, at Seller's expense, as soon as practicable but in all events within five (5) days after the date hereof a Commitment for Title Insurance (the "Commitment") from The Abstract & Title Guaranty Co. ("Title Company") and cause Title Company to issue an Owner's Policy of Title Insurance as contemplated in Section 15(A)(4) hereof.

12. **SALES EXPENSES:** Seller and Buyer agree that all closing expenses are to be paid in cash prior to or at the closing as follows:

A. **SELLER'S EXPENSES:** Seller agrees to pay: all costs of releasing existing loans and recording any releases related thereto; the cost of recording the deed from the Seller to Buyer for the Property; the premium on the Owner's Title Policy in the amount of the Purchase Price without any special endorsements; one-half (1/2) of any closing fee; and other expenses stipulated to be paid by Seller under other provisions of this Agreement.

B. **BUYER'S EXPENSES:** Buyer agrees to pay: all expenses incident to one-half (1/2) of any closing fee; recordation of any mortgage(s); the cost of a Survey (if Buyer ordered a Survey); the premium on any special

endorsements Buyer requested on the Owner's Title Policy, and other expenses stipulated to be paid by Buyer under other provisions of this Agreement.

13. **DEFAULT:** If Buyer breaches this Agreement and is in default, Seller shall treat this Agreement as being terminated and shall retain the Earnest Money. Seller shall have no further right or remedy against Buyer.

If Seller breaches this Agreement and is in default, then the Buyer's sole remedy is the return of the Earnest Money. The Buyer waives a claim for damages against the Seller other than the return of the Earnest Money.

14. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding against any other party brought for a breach of this Agreement shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

15. **DUTIES OF BUYER AND SELLER AT CLOSING:**

A. At the closing, Seller shall deliver to Buyer the following:

(1) A duly executed and acknowledged Special Warranty Deed conveying to Buyer or its designee good and indefeasible title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except as permitted herein and/or approved by Buyer in writing;

(2) A duly executed and acknowledged Assignment of the Lease conveying to Buyer all rights, title, and interests the Lease (as defined in Section 3);

(3) A duly executed and acknowledged Vendor's Affidavit in the form most recently published by the Indianapolis Bar Association;

(4) An Owner's Policy of Title Insurance (the "Title Policy") issued by Title Company, in the full amount of the Purchase Price, dated as of closing, insuring Buyer's fee simple title to the Property to be good, merchantable and indefeasible subject only to those title exceptions permitted herein, or as may be approved by Buyer in writing;

(5) An executed Disclosure of Sales Information complying with I.C. 6-1.1-5.5, if required by law;

(6) A disclosure statement complying with the Indiana Responsible Property Transfer Law (I.C. 13-7-22.5), if required by law, or an affidavit establishing that no disclosure statement is required;

(7) A certification establishing that no federal income tax is required to be withheld under the Foreign Investment and Real Property Tax Act;

(8) An executed Closing Statement; and

(9) All other necessary documents reasonably requested by Buyer to close this transaction.

B. At the closing, Buyer shall deliver to Seller the following:

(1) The Purchase Price in the form of a certified or cashier's check or bank wire transfer of collected federal funds;

(2) An executed Closing Statement; and

(3) All other necessary documents reasonably requested by Seller to close this transaction.

16. **CONDEMNATION:** If prior to the Closing Date condemnation proceedings are commenced by any entity other than the Town of Plainfield, against any portion of the Property, Buyer may, at its option, terminate this Agreement by written notice to Seller within fifteen (15) days after Buyer is advised of the commencement of condemnation proceedings, or Buyer shall have the right to appear and defend in such condemnation proceedings, and any award in condemnation shall, at the Buyer's election, become the property of Seller and reduce the Purchase Price by the same amount or, upon closing the purchase of Property, shall become the property of Buyer, and the Purchase Price shall not be reduced.

17. **BROKERAGE:** Seller and Buyer represent to each other that there is no broker involved in this transaction. Seller and Buyer shall indemnify each other from claims of any other third parties claiming a fee or other compensation for brokerage or other similar services which have been rendered for Seller or Buyer in this transaction. The provisions of this Section shall survive the Closing Date.

18. **ASSIGNMENT.** Buyer shall not be permitted to assign this Agreement without the prior written consent of Seller; provided, however, that Buyer may assign this Agreement to any trust held in the name of Larry K. Good.

19. **MISCELLANEOUS:**

A. Any notice, consent, election, approval or other communication required or permitted to be delivered hereunder, shall be effectively given if in writing and shall be deemed received when personally delivered, sent by United States mail, postage prepaid, certified and return receipt requested, or sent by facsimile with another copy hand-delivered or sent as aforesaid, addressed to Seller or Buyer, as the case may be, at the address set forth below the signature of such party hereto with a copy to Melvin R. Daniel, Dann Pecar Newman & Kleiman, P.C., One American Square, Suite 2300, Indianapolis, Indiana 46282.

B. This Agreement shall be construed under and in accordance with the laws of the State of Indiana.

C. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns.

D. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

E. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the transaction and cannot be changed except by their written consent.

F. Time is of the essence of this Agreement.

G. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa unless the context requires otherwise.

H. All rights, duties and obligations of the signatories hereto shall survive the passing of title to, or an interest in, the Property.

Dated this \_\_\_\_ day of September, 2008.

**“BUYER”**

LARRY GOOD, his successors, assigns, or trustee  
of a designated trust

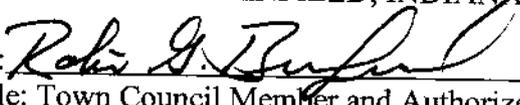
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Larry Good

Address: Larry K. Good  
670 Townsend Court  
Plainfield, Indiana 46168

**“SELLER”**

THE TOWN OF PLAINFIELD, INDIANA

By:   
Title: Town Council Member and Authorized Agent

Address: 206 West Main Street  
Plainfield, Indiana 46168

## EXHIBIT A

A part of the Northwest Quarter of Section 36 in Township 15 North, Rang 1 East of the Second Principal Meridian in Guilford Township, Hendricks County, Indiana, being more particularly described as follows:

Commencing at the northeast corner of said Northwest Quarter; thence South 00 degrees 55 minutes 17 seconds East (basis of bearing = Indiana State Plane Coordinate System - West Zone) along the East line of said Northwest Quarter a distance of 208.54 feet to the southeast corner of a tract of land recorded in Book 368, pages 172-174 in the Office of the Recorder of Hendricks County, Indiana; thence South 84 degrees 04 minutes 22 seconds West along the south line of said tract of land a distance of 25.10 feet to the **POINT OF BEGINNING**; thence continuing South 84 degrees 04 minutes 22 seconds West along the south line of said tract of land a distance of 146.98 feet to the east right-of-way line of State Road 267 per Highway Plans for Project S-551(9) dated November 6, 1961 and the west line of said tract of land; thence North 05 degrees 56 minutes 55 seconds West along said right-of-way line a distance of 151.84 feet; thence North 40 degrees 06 minutes 19 seconds East a distance of 27.11 feet; thence North 88 degrees 44 minutes 23 seconds East a distance of 115.42 feet; thence South 46 degrees 07 minutes 02 seconds East a distance of 37.37 feet; thence South 00 degrees 55 minutes 17 seconds East parallel with the East line of said Quarter Section a distance of 133.22 feet to the point of beginning. Containing 0.57 acres, more or less.