

# Town of Georgetown, Indiana

## Resolution R-09- 19

### AMENDING AND RESTATING A RESOLUTION ESTABLISHING JUST COMPENSATION FOR REAL PROPERTY UNDER 49 CFR 24

**WHEREAS**, the Town Council of the Town of Georgetown, Indiana (hereinafter this "Town Council"), is the legislative body of the Town of Georgetown, County of Floyd, State of Indiana (the "Town"); and,

**WHEREAS**, 49 CFR 24 requires certain procedures for the acquisition of real property using federal funding;

**WHEREAS**, the Town Council previously adopted its Resolution R-09-15 establishing just compensation for Real Property Under 49 CFR 24 but that additional discussions with the property owners have occurred and that the Town Council has been advised of the property owners' opinions as to the value of property at issue. Furthermore, additional due diligence inquiries and appraisals of additional property interests at issue, require the Town Council to revisit its prior determinations of just compensation.

**WHEREAS**, the Town Council wishes to establish an amount which it believes it just compensation, as defined in 49 CFR 24.102(d) for fee interests in the real property described by drawing attached hereto as EXHIBIT "A" attached hereto and incorporated herein (the "Fee Property"); moreover, the Fee property is comprised that portion of the 75.4 acre tract situated south of the railroad right of way (hereinafter the "Large Tract") together with a triangular parcel of approximately 0.97 acres, situated south of the railroad right of way and north of the south line of the northwest quarter of Section 32, Township 2 South, Range 5 East, in Georgetown Township, Floyd County, Indiana (hereinafter the "Triangle Property").

**WHEREAS**, the Town Council wishes to establish an amount which it believes it just compensation, as defined in 49 CFR 24.102(d) for easement interests in the real property described by drawing attached hereto as EXHIBIT "B" attached hereto and incorporated herein (the "Easement Property");

**WHEREAS**, the Fee Property and a portion of the Easement Property is owned by Timothy Youtsey, and a portion of the Easement Property is owned by Youtsey Property, LLC.

**WHEREAS**, the Fee Property has limited physical and legal access via a private railroad crossing, and that the only flat, and immediately developable portion of the Fee Property is designated as the primary wastewater treatment facility area of 10.3 acres as shown on Exhibit "A" (hereinafter the "Primary Area"), and that the remainder of the Fee Property will have extremely limited use and development potential, given the limitations on access.

**WHEREAS**, the Town Council also wishes to establish and adopt a summary statement as defined in CFR 24.102(e);

**WHEREAS**, an appraisal and review appraisal have been performed establishing the value of the Large Tract, less portions included within the Primary Area, at \$4,099.85 per acre, and that

such Large Tract, less the Primary Area, is comprised of approximately 61.3 acres, which acreage shall be determined according to an ALTA/ACSM minimum standards survey, being a total value of \$251,320.81, depending on the actual total acreage.

**WHEREAS**, an appraisal and review appraisal have been performed establishing the value of the Primary Area as \$42,250.00;

**WHEREAS**, an appraisal and review appraisal have been performed establishing the value of the Triangle Area to be \$4,000.00;

**WHEREAS**, an appraisal and review appraisal have been performed establishing the value of the Easement Property owned by Youtsey Property, LLC, to be \$27,075.00;

**WHEREAS**, an appraisal and review appraisal have been performed establishing the value of the Easement Property owned by Timothy Youtsey to be \$16,475.00

**WHEREAS**, this Town Council adopts this Resolution in order to comply with the provisions of 49 CFR 24.102; to establish just compensation for the Property; and authorizes the initiation of basis negotiation procedures as defined in 49 CFR 24.102.

**NOW, THEREFORE, BE IT RESOLVED BY THIS TOWN COUNCIL OF THE TOWN OF GEORGETOWN, INDIANA, AS FOLLOWS:**

SECTION 1: The offer of just compensation shall be for the entire Property, no remaining property shall be left as to all fee property.

SECTION 2: The Amount established as just compensation for the Fee Property and Easement Property shall be \$341,120.81.00, as more particularly set forth in Section 4 below. Further, the Town shall be responsible for all closing costs, recording fees and other expenses incidental to the transfer of title to the Town.

SECTION 3: The Town shall make a written purchase offer to the owner of the Property to acquire the property for the amount of just compensation as set forth in SECTION 2.

SECTION 4: Along with the initial written purchase offer, the Town shall provide the owner of the Property with a written statement of the basis of the offer of just compensation, which shall include:

- (A) A statement that the amount offered as just compensation is:
  - \$293,570.81 as to Large Tract, including Primary Area, depending on actual acreage;
  - \$4,000.00 as to Triangle Area;
  - \$27,075.00 as to Easement Property of Youtsey Property, LLC; and
  - \$16,475.00 as to Easement Property owned by Timothy Youtsey.
- (B) A description of and location identification of the Property and that the interest in the property to be acquired shall be FEE SIMPLE or EASEMENT subject to all easements of record.
- (C) An identification of the buildings, structures, and other improvements, which are included as a part of the offer of just compensation as follows: NONE. No tenant owned property or improvements shall be included in the offer for just compensation.

SECTION 5: The Town and its authorized representatives shall make all reasonable efforts to contact the owner of the Property or the owner's representative and discuss the Town's offer to purchase the Property, including the basis for the offer of just compensation and explain its acquisition policies and procedures, including its payment of incidental expenses in accordance with 49 CFR 24.106.

SECTION 6: The owner shall be given thirty (30) days, which constitutes a reasonable opportunity, to consider the offer and present material which the owner believes is relevant to determining the value of the property and to suggest modification of the proposed terms and conditions of the purchase.

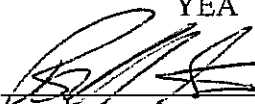
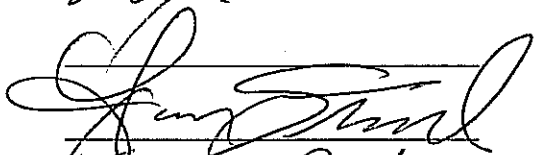
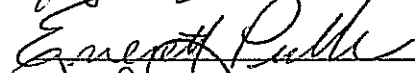

SECTION 7: The Town and/or the Town's authorized representatives shall consider the owner's proposals and/or presentations and follow all procedures authorized in 49 CFR 24.

SECTION 8: The Town and/or its authorized representatives may offer an amount not to exceed and additional \$20,000.00, for any other allowed costs and toward an administrative settlement of any further disputes in valuation and the determination of just compensation for purposes of administrative settlement.

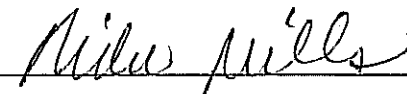
SECTION 9: The Town's authorized representatives shall be the President of the Town Council, Billy Stewart, and/or the Town Attorney, David A. Andrews to conduct negotiations and to execute real estate purchase agreements not inconsistent with the terms and conditions set forth above, including authorizations concerning the approval of amounts for purposes of administrative settlement.

So ADOPTED by the Town Council this 23 day of SEPT 2009.

YEA

  
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NAY

  
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ATTEST:

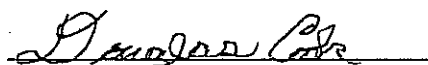
  
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Douglas Cook, Georgetown Clerk/Treasurer

EXHIBIT "A"

Large Tract:

Part of the Southwest Quarter of Section 32, Township 2 South, Range 5 East, beginning at the Northwest corner of the Southwest Quarter of said section; thence South 0 deg. 05 min. West 166.98 feet to a point; thence due East 343.2 feet to a point; thence South 0 deg. 15 min. West 1826.88 feet to a point; thence

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North 89 deg. 35 min. East 240.9 feet to a point; thence North 2 deg. 10 min. East 66 feet to a point; thence North 69 deg. 45 min. East 891 feet; thence North 24 deg. 30 min. East 87.78 feet thence North 88 deg. 55 min. East 486.2 feet; thence North 45 deg. East 158.4 feet; thence North 77 deg. East 224.4 feet; thence North 0 deg. 10 min. West 41.25 feet, North 77 deg. East 9.9 feet; thence North 0 deg. 10 min. West 1308.78 feet to the quarter section line; thence North 89 deg. 55 min. West along the quarter section line 2265.78 feet, to the beginning, containing 75.4 acres.

EXCEPTING HOWEVER THEREFROM the following tracts:

- (a) The right-of-way of the Southern Railroad running through both of the above-described tracts.
- (b) The one acre tract conveyed by Edward C. Foreman and Lillian D. Foreman, husband and wife, to Robert L. Foreman and Susan M. Foreman, husband and wife, by Deed dated May 13, 1968 and recorded in Deed Record 188, Page 434 in the office of the Recorder of Floyd County, Indiana, together with the right to use a private road running from the Southeast corner of said one acre tract Northwardly to State Road No. 64.
- (c) The 1.83 acre tract conveyed by Edward C. Foreman, Sr. and Lillian D. Foreman, husband and wife, to David Schadt and Judy Schadt, husband and wife, by Deed dated April 21, 1972 and recorded in Deed Record 205 Page 419 in the Office of the Recorder of Floyd County, Indiana.
- (d) A six acre tract, described as follows: A part of the Northwest Quarter of Section 32, Township 2 South, Range 5 East, and being more particularly described as follows:

Commencing at the Southwest corner of said Northwest Quarter, running thence North 0 deg. 10 min. East with the section line 435.233 feet to a railroad spike, the TRUE PLACE OF BEGINNING. Thence continuing North 0 deg. 10 min. East with said line and the County Line Road 502.65 feet to a railroad spike in said road; thence North 89 deg. 35 min. 56 sec. East 519.964 feet to an iron pin; thence South 0 deg. 10 min. East 502.65 feet to an iron pin; thence South 89 deg. 35 min. 56 sec. West 519.964 feet to the POINT OF BEGINNING, containing 6.00 acres. Subject to the right-of-way of said County Line Road.

(e) EXCEPTING HOWEVER THEREFROM the following lots in Richland Hills Subdivision, Plat No. 810 of the Floyd County, Indiana Records:

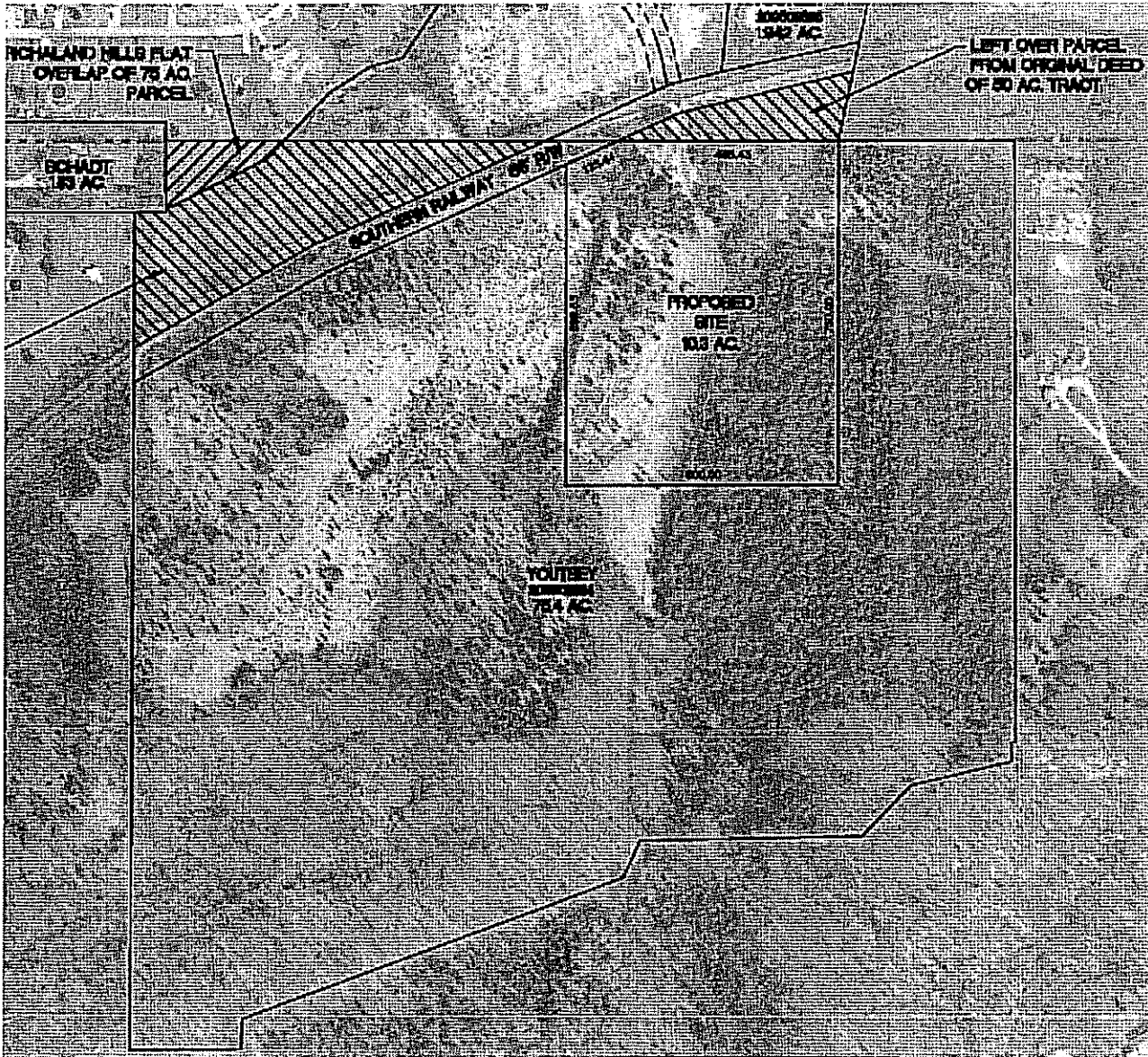
Lots 1, 2, 3, 4, 6, 8, 10, 14, 23, 25, 27, 28, 29, 30 and 31 of Richland Hills Subdivision, Plat No. 810.

EXCEPTING ALSO THEREFROM the roadway known as Richland Drive in Richland Hills Subdivision, Plat No. 810 heretofore conveyed to the town of Georgetown.

**Triangle Tract:**

Part of the northwest quarter of Section 32, Township 2 South, Range 5 East, in Georgetown Township, Floyd County, Indiana, being a triangular parcel situated south of the right of way of the railroad in the northwest quarter and north of the south line of said northwest quarter, as shown in the cross hatched area comprised of 0.97 acres, lying south of the railroad in Exhibit "A" attached hereto and made a part hereof.

The Large Tract (75.4 AC) and Triangle Area are shown below



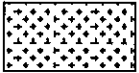
# EXHIBIT "B"

## EASEMENT PROPERTY

**YOUTSEY (16.651 AC)**



PROPOSED ROADWAY ACCESS & UTILITY EASEMENT.  
TOTAL ACREAGE= 0.67 AC.



TEMPORARY CONSTRUCTION EASEMENT  
TOTAL ACREAGE= 0.97 AC.



RICHLAND HILLS SEC. 1  
PLAT NO. 810  
24.882 AC.

YOUTSEY PROPERTY LLC.  
INST. # 200603192  
16.651 AC.

VARIABLE WIDTH  
TEMPORARY  
CONSTRUCTION  
EASEMENT.  
(0.31 AC.)

30' TEMPORARY  
CONSTRUCTION  
EASEMENT  
(0.12 AC.)

30' TEMPORARY  
CONSTRUCTION  
EASEMENT  
(0.03 AC.)

30' TEMPORARY  
CONSTRUCTION  
EASEMENT  
(0.09 AC.)

PROPOSED VARIABLE  
ROADWAY ACCESS & UTILITY  
CONSTRUCTION EASEMENT.  
(0.30 AC.)

YOUTSEY  
200508595  
1.942 AC.

HUFF  
0.97 +/- AC.

66' R/W  
RAILWAY

S.R. 64  
75'

TEMPORARY  
CONSTRUCTION  
EASEMENT  
(0.43 AC.)

PROPOSED 20' ROADWAY  
ACCESS & UTILITY EASEMENT.  
(0.29 AC.)

VARIABLE WIDTH TEMPORARY  
CONSTRUCTION EASEMENT.  
(0.12 AC.)

PROPOSED 40' ROADWAY  
ACCESS & UTILITY  
CONSTRUCTION EASEMENT.  
(0.36 AC.)

PROPOSED 40' ROADWAY  
ACCESS & UTILITY  
CONSTRUCTION EASEMENT.  
(0.08 AC.)

VARIABLE WIDTH TEMPORARY  
CONSTRUCTION EASEMENT.  
(0.08 AC.)

VARIABLE WIDTH TEMPORARY  
CONSTRUCTION EASEMENT.  
(0.21 AC.)

FORMAN  
1.00 AC.

43'

227'

71'