

TOWN OF GEORGETOWN

RESOLUTION NO. R-18-07

**A Resolution for the Purchase of Property
Located at 9115 Lois Lane, Georgetown, IN 47122**

WHEREAS, the Georgetown Town Council, pursuant to Indiana Code 36-1-10.5-5, had two appraisals conducted on the property located at 9115 Lois Lane, Georgetown, IN 47122 for purposes of the potential purchase of the same;

WHEREAS, the Georgetown Town Council received the appraisals and the average of the two appraisals is Forty Six Thousand Two Hundred Fifty Dollars (\$46,250.00);

WHEREAS, the Georgetown Town Council wishes to move forward with the purchase of the property and enter into a purchase agreement with the seller;

WHEREAS, a Purchase Agreement has been drafted and circulated and approved, in principal, by seller and purchaser;

WHEREAS, the Georgetown Town Council wishes to allocate the necessary funds for the purchase; and

WHEREAS, the Georgetown Town Council wishes to give the President of the Town Council, Everett Pullen, the authority to sign the attached Purchase Agreement for and on behalf of the Georgetown Town Council and the Town of Georgetown, along with any reasonably necessary amendments thereto; and


WHEREAS, the Georgetown Town Council wishes to give the President of the Town Council, Everett Pullen, the authority to sign any and all closing documents necessary to effectuate the purchase of this property.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GEORGETOWN, INDIANA:

- 1) The Georgetown Town Council hereby authorizes moving forward with the purchase of the property located at 9115 Lois Lane, Georgetown, IN 47122 and entering into the attached Purchase Agreement;
- 2) The Georgetown Town Council hereby authorizes the President of the Town Council, Everett Pullen, to sign the attached Purchase Agreement for and on behalf of the Georgetown Town Council and the Town of Georgetown, along with any reasonably necessary amendments thereto, as well as any and all closing documents necessary to effectuate the purchase of the property; and
- 3) The Georgetown Town Council hereby directs that the cost of purchasing this property, including but not limited to the purchase price and closing costs, shall be paid from Gaming (fund 242).

E.P. *SS* *CE* *R*

SO RESOLVED AND APPROVED THIS 21 DAY OF May, 2018.
GEORGETOWN TOWN COUNCIL



Everett Pullen, Town Council President



Chris Loop, Town Council Vice President



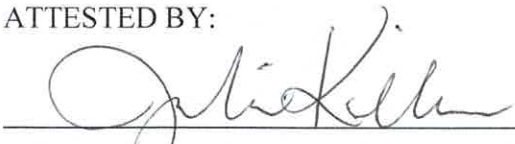
Josh Williams, Town Council Member

Kathy Haller, Town Council Member

(Kathy Haller abstained)



Gary Smith, Town Council Member

ATTESTED BY:


Julia Keibler, Deputy Clerk/Treasurer

PURCHASE AGREEMENT

For and in consideration of the mutual promises contained herein, Kathleen R. Haller, (hereinafter "Seller"), hereby agrees to sell to the Town of Georgetown, (hereinafter "Buyer") who hereby agrees to purchase from the Seller, the property known as 9115 Lois Lane, Georgetown, Indiana 47112, with a parcel # 22-02-03-200-153.000-003 and alternate parcel # 006-08100-53, more specifically described in Exhibit "A" which is attached hereto and made a part hereof, equally approximately 0.87 acres plus or minus; for the sum of Forty Six Thousand Two Hundred Fifty Dollars (\$46,250.00) payable in cash or its equivalent at closing. This agreement shall be contingent upon the Buyer obtaining a satisfactory inspection, survey and title search. Notice of such unsatisfactory inspection, survey or title search, if any, shall be given to Seller within 3 days of the receipt of the same. In the event no notice is given within the time period outlined above, this condition shall be deemed to have been waived.

This transaction is to be closed within 60 days from the date of execution of this Purchase Agreement. Buyers shall have possession of the real estate immediately upon closing. Taxes are to be prorated to the date of closing. Buyer shall pay the cost for a survey, owner's title insurance, if desired, and closing costs; except Seller shall pay the cost for deed preparation, title search, and all recording fees/costs.

This real estate is being purchased "AS IS" subject to all covenants, easements and restrictions of record, and any zoning law or ordinance. Seller is to deliver a general warranty deed evidencing good and marketable title at closing.

The parties agree that there are no other written or oral agreements between them affecting this transaction and that this agreement shall not be modified except by a written agreement signed by both parties.

Should any party to this purchase agreement default and the non-defaulting party bring an action to enforce this agreement, then, in that event, the non-defaulting party shall be entitled to collect reasonable attorney fees and court costs in enforcing the provisions of this agreement. Furthermore, the non-defaulting party shall be entitled to pursue any legal or equitable remedy available under Indiana law.

Risk of loss shall remain with the Seller until closing.

Time is of the essence on this Agreement.

This agreement shall be binding on each of the parties' heirs, representatives, and assigns.

DATE: 5-21-2018

Kathleen R. Haller
KATHLEEN R. HALLER, SELLER

STATE OF INDIANA]
:S:S
COUNTY OF FLOYD]

Before me, a Notary Public, in and for said County and State, this 21 day of May, 2018, personally appeared Kathleen R. Haller, who acknowledged the execution of this Instrument.

Julia Keibler
(Signed)

Julia Keibler
(Printed)

Floyd
(County)

My Commission Expires:

August 18, 2023



DATE: 5-21-18

Everett Pullen
TOWN OF GEORGETOWN, BUYER
BY THE PRESIDENT OF THE TOWN
COUNCIL FOR THE TOWN OF
GEORGETOWN, INDIANA

STATE OF INDIANA] :S:S
COUNTY OF FLOYD]

Before me, a Notary Public, in and for said County and State, this 21 day of May, 2018, personally appeared Everett Pullen, who acknowledged the execution of this Instrument.

Julia Keibler
(Signed)

Julia Keibler
(Printed)

Floyd
(County)

My Commission Expires:

August 18, 2023



PURCHASE AGREEMENT – EXHIBIT A

9115 Lois Lane, Georgetown, Indiana 47112, Parcel # 22-02-03-200-153.000-003 and alternate parcel # 006-08100-53.

One Out Lot of one-half (1/2) acre on Water Street in said town of Georgetown, namely Letter “G” as set forth in the plat of said town.

A part of the southeast quarter of Section thirty-two (32) Township two (2) South of Range five (5) East, beginning at the southwest corner of Lot Known as Letter “G”, as set forth in the Plat of the town of Georgetown, now owned by Oliver R. Tyler, running due south to the center of the creek thence follow east up the creek to a ditch on the west side of Robert LaFollette land; thence in a northerly direction, up said ditch to the south line of the town of Georgetown of Plat number 115, thence due west to the place of beginning.

Being the same real estate conveyed to Kathleen R. Haller, by Affidavit for Transfer of Real Property in a Small Estate dated January 22, 2010 and recorded on January 26, 2010 as Document # 201000728.