

**ATTACHMENT "A"**

Parcel:

**PROJECT AGREEMENT  
PURSUANT TO INDIANA CODE 36-7-15.1-15.1  
DEPARTMENT OF METROPOLITAN DEVELOPMENT  
OF MARION COUNTY, INDIANA**

**Description of Property:** See Exhibit "A"

AGREEMENT, made on or as of the \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF INDIANAPOLIS, INDIANA, DEPARTMENT OF METROPOLITAN DEVELOPMENT (hereinafter "Disposing Agent") a public body corporate, acting by and through the Metropolitan Development Commission in accordance with IC 36-7-15.1-15.1 and having an office at 2042 City-County Building in the City of Indianapolis, State of Indiana; and

\_\_\_\_\_, (hereinafter "Developer") residing at \_\_\_\_\_ (mailing address is the same), in the City of Indianapolis, County of Marion, and State of Indiana, 46203, and

WHEREAS, by Revised Code of the Consolidated City and County, Sec. 186-4, the City-County Council of Indianapolis-Marion County determined that the Developer was qualified to receive sale and grants of real property under IC 36-7-15.1-15; and

WHEREAS, the Disposing Agent obtained approval of the Metropolitan Development Commission, by Resolution #12-000, approved on \_\_\_\_\_, 2012, for the transfer of property more particularly described on the attached Exhibit "A" (the "Property") to Developer; and

WHEREAS, the development of the Property is in the vital and best interests of the City and its residents; and

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

**SECTION 1 GRANT OF PROPERTY**

Subject to all the terms, covenants, and conditions of this Agreement, the Disposing Agent shall convey title for the Property for the purchase price of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) and other consideration for the purpose of and subject to the additional specific condition that **within two (2) years of conveyance of title, the Developer shall cause development to occur.**

**SECTION 2 CONVEYANCE OF PROPERTY**

- (a) Form of Deed. The Disposing Agent shall convey to the Developer title to the Property by Quitclaim Deed subject to the following:
- (i) All easements and right-of-way;
  - (ii) Building and zoning ordinances;

(iii) Terms, conditions, and restrictions of this Agreement; and  
(iv) A granting clause in the deed requiring the Developer to cause redevelopment in a manner that will benefit families whose income is at or below Marion County's median income for families.

- (b) Time and Place for Delivery of Deed. The Disposing Agent shall deliver the deed and possession of the Property to the Developer on or before July 2012. Conveyance shall be made at the Disposing Agent's selected Title Company Office and the Developer shall accept such conveyance at such time and place.
- (c) Recordation of Deed and Agreement. The Deed will be promptly recorded at the Office of the Recorder of Marion County, Indiana.
- (d) As-Is Transfer. The Developer shall accept the Property "as is." The Disposing Agent makes no representations or warranties concerning the physical condition of the Property or any fact bearing upon the value of the Property.
- (e) Closing Costs. Developer agrees to pay an amount not to exceed \$     .00 for the closing costs for the Property.

### SECTION 3 IMPROVEMENTS

- (a) The Developer agrees to make improvements to the Property, specifically creating family gardens on site.
- (b) Within three years from the conveyance of title, the Developer shall commence the improvements. In any event, the completion of the improvements shall occur on or before **July 2015**.
- (c) Developer shall cause the improvements to be made in compliance with this agreement and all applicable laws, including all local ordinances, state and federal statutes, local, state and federal building, zoning, environmental, historic preservation and safety and sanitary codes.

### SECTION 4 NOTICE AND DEMANDS

A notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested or delivered personally, to:

The Developer at:

Indianapolis, IN 46202

The Disposing Agent at:

200 E. Washington, Suite 2042  
City-County Building  
Indianapolis, Indiana 46204

or at such other address either party may, from time to time, designate in writing and forward to the other as provided in this section.

#### SECTION 5 ALLOCATION OF RISK

The Developer agrees to indemnify, defend and hold harmless the Disposing Agent and the Consolidated City of Indianapolis-Marion County and its present and future officers, directors, officials, employees, agents, successors and assigns, from and against any and all claims, suits, causes of action, losses, liabilities, penalties, fines, cleanup costs, costs and expenses arising out of or resulting from, in whole or in part, a) the transfer of the Property to the Developer, b) the Developer's performance under the Agreement, c) the environmental condition of the Property at the time of transfer, or d) the environmental condition of Property after the transfer. Such indemnity shall include attorney's fees and all other costs and expenses.

These indemnification provisions shall survive the termination of this Agreement and the execution and delivery of the deed for the Property.

#### SECTION 6 NONDISCRIMINATION

The Developer and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

The Developer represents for itself and all its subcontractors compliance with existing laws of the State of Indiana and the United States regarding:

- A. Prohibition of discrimination in employment practices on the basis of race, sex, creed, color, religion, national origin, ancestry, age, handicap, disabled veteran status and Vietnam era veteran status; and
- B. The utilization of Minority and Women Business Enterprises. The Developer further represents that it:
  1. Has formulated its own Affirmative Action Plan for recruitment, training and employment of minorities and women, including goals and timetables; and
  2. Strongly encourages the use of small businesses, minority-owned businesses and women-owned businesses in its operations.

The Developer shall include all covenants and certifications as are contained in this Article in all sub-agreements related to this Agreement.

#### SECTION 7 COUNTERPARTS

This Agreement is executed in three (3) counterparts, each of which shall constitute one and the same instrument.

#### SECTION 8 INTEGRATION

This Agreement and the documents incorporated herein represent the entire understanding between and among the parties hereto. The signing of this Agreement by the parties constitutes their mutual recognition that no other contracts or agreements, oral or written, except as attached hereto or specifically incorporated herein, exists between them, and that if such oral or written contacts or agreements exist, such are hereby canceled. Each party hereby represents to the other that it will not rely upon any agreement, contract or understanding not reduced to writing and incorporated in this Agreement prior to the execution thereof or not reduced to writing and incorporated in written amendments to this Agreement.

#### SECTION 9 SPECIAL PROVISIONS

(1) Any amendment of this Agreement shall occur only after a written request from the Developer has been submitted to the Disposing Agent for consideration. The Disposing Agent may approve or reject any requested amendment.

(2) Developer will submit to the Disposing Agent prior to Closing, evidence of the neighborhood association having agreed to the project or evidence that the neighborhood association has been granted the opportunity for hearing before the Metropolitan Development Commission.

(3) In the event the Developer shall default in any obligation under this Agreement, in particular fail to complete or cause development as set forth in Section 1 Grant of Property and Section 3, Improvements, after written demand by the Disposing Agent to do so, the Disposing Agent shall have the right to re-enter and take possession of the properties and to terminate and re-vest in the Disposing Agent the properties conveyed to the Developer.

(4) The Developer shall, to the greatest extent feasible as determined under the standards specified in 24 CFR 135, ensure that each applicant, recipient, contractor, or subcontractor undertaking work in connection with the Property will:

(a) use lower income project area residents as trainees and employees;

(b) contract for work with business concerns located within the project area or owned in substantial part by persons residing in the project area.

#### Section 10 CERTIFICATE OF COMPLETION

once Following the completion of improvements, the Developer shall request an inspection by the Disposing Agent. The Disposing Agent shall issue a Certificate of Completion a satisfactory inspection report is filed. Said Certificate shall serve only as a statement to the effect that the Developer has completed the improvements in accordance with the plans submitted and shall not serve as a warranty of any kind for the work of the Developer.

#### Section 11 ASSIGNMENT OF AGREEMENT AND TRANSFER OF PROPERTY

The Developer may transfer the Property for the purposes of redevelopment or may assign this Agreement only with the approval of the Disposing Agent. Developer shall only be released from its obligations and liabilities under this agreement when the transferee or assignee, by instrument in writing satisfactory to the Disposing Agent and in recordable form, has assumed all of the obligations and responsibilities to which the Developer is subject under this Agreement.

#### Section 12 ENFORCEMENT OF AGREEMENT AND NON-WAIVER

The Disposing Agent or the Developer or their successors and assigns, may enlist the assistance of any appropriate body to use its authority either to require remedial action in compliance with this Agreement. Furthermore, the Disposing Agent or the Developer or their successors and assigns may enter into a civil lawsuit to stop or rescind actions not in conformance with this Agreement, or to enforce contractual agreements to ensure conformance with this Agreement. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

#### Section 13 GOVERNING LAW

The laws of the State of Indiana shall govern all aspects of this Agreement and the attachments hereto, including execution, interpretation, performance and enforcement.

IN WITNESS WHEREOF, the Disposing Agent has caused this Agreement to be duly executed in the name of the City of Indianapolis, Department of Metropolitan Development by the Director.

DEVELOPER

\_\_\_\_\_, Buyer

By: \_\_\_\_\_

Printed: \_\_\_\_\_

STATE OF INDIANA    )  
                                  ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public in and for the State of Indiana, personally appeared Marcus Baxter, who acknowledged the execution of the foregoing Agreement, for and on behalf of the said entity.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2012

My Commission expires:

\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

County of Residence:

\_\_\_\_\_

Printed

CITY OF INDIANAPOLIS  
DEPARTMENT OF METROPOLITAN DEVELOPMENT

By: \_\_\_\_\_  
Maury Plambeck, AICP, Director  
Department of Metropolitan Development

STATE OF INDIANA    )  
                          ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public in and for the State of Indiana, personally appeared Maury Plambeck, Interim Director, Department of Metropolitan Development who acknowledged the execution of the foregoing Agreement, for and on behalf of the said entity.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2012.

My Commission expires:  
\_\_\_\_\_ Aug. 24, 2016 \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_ Marion \_\_\_\_\_  
County of Residence:

\_\_\_\_\_ Steven J. Schulmeyer \_\_\_\_\_  
Printed

This document was prepared by Office of Corporation Counsel, 1601 City-County Building, 200 E. Washington St., Indianapolis, IN 46204.

**EXHIBIT A**  
Legal Description

0000000000  
TRUSTEES TRUST COMPANY LIMITED  
0000000000

Parcel #: 0000000000