

905 Merrill
Hmd. 46320

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CONTRACT FOR SALE OF LAND FOR PRIVATE REDEVELOPMENT

AGREEMENT, CONSISTING OF THIS PART I AND PART II annexed hereto and made a part hereof (which Part I and Part II are together hereinafter called "Agreement"), made on or as of the 18th day of May, 1982, by and between the CITY OF HAMMOND DEPARTMENT OF REDEVELOPMENT, a public body which together with any successor public body or officer hereafter designated by or pursuant to law is hereinafter called "Agency", established pursuant to the Redevelopment of Cities and Towns Act of 1953, and having its office at 7324 Indianapolis Boulevard in the City of Hammond (hereinafter called "City"), State of Indiana, and BENNY COMER and BRENDA COMER, (hereinafter called "Redeveloper"),

W I T N E S S E T H :

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the Agency has undertaken a program for the clearance and reconstruction or rehabilitation of slum and blighted areas in the City, and in this connection is engaged in carrying out an urban renewal project known as the East Hammond Urban Renewal Area (hereinafter called "Project"), in an area hereinafter called "Project Area" located in the City; and

WHEREAS, as of the date of the Agreement there has been prepared and approved by the Agency an urban renewal plan for the Project consisting of the Urban Renewal Plan adopted by the City of Hammond Department of Redevelopment on December 1972, as modified on July 15, 1975, which plan as it may hereafter be amended from time to time pursuant to law, and as so constituted from time to time is, unless otherwise indicated by the context, hereinafter called "Urban Renewal Plan"; and

WHEREAS, a copy of the Urban Renewal Plan as constituted on the date of this Agreement has been recorded among the land records for the place in which the Project Area is situated, namely in the Office of the Recorder of Lake County as Document No. 308550; and

WHEREAS, in order to enable the Agency to achieve the objectives of the Urban Renewal Plan and particularly to make the land in the Project Area available for redevelopment by private enterprise for and in accordance with the uses specified in the Urban Renewal Plan, both the Federal Government and the City have undertaken to provide and have provided substantial aid and assistance to the Agency through a Contract for Loan and Capital Grant dated _____, 19__, in the case of the Federal Government and a Cooperation Agreement dated _____, 19__, and a Supplemental Agreement dated _____, 19__, in the case of the City; and

WHEREAS, the Agency has offered to sell and the Redeveloper is willing to purchase certain real property located in the Project Area, and more particularly described in Schedule A annexed hereto and made a part hereof (which property as so described is hereinafter called "Property"), and to redevelop the Property for and in accordance with the uses specified in the Urban Renewal Plan in accordance with the Agreement; and

STATE OF INDIANA
LAKE COUNTY
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WILLIAM BIEL
RECORDER

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WHEREAS, the Agency believes that the redevelopment of the Property pursuant to the Agreement, and the fulfillment generally of the Agreement are in the vital and best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes and provisions of the applicable Federal, State and local laws and requirements under which the Project has been undertaken and is being assisted:

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

SECTION 1 - SALE: PURCHASE PRICE

Subject to all the terms, covenants and conditions of the Agreement, the Agency will sell the Property to the Redeveloper for, and the Redeveloper will purchase the Property from the Agency and pay therefor, the amount of \$1.00 per lot contained therein for a total sum of TWO (\$2.00) DOLLARS (hereinafter called "Purchase Price"), to be paid in cash or by certified check simultaneously with the delivery of the deed conveying the Property to the Redeveloper.

SECTION 2 - CONVEYANCE OF PROPERTY

A. Form of Deed: The Agency shall convey to the Redeveloper title to the Property by Quit Claim Deed (hereinafter called "Deed"). Such conveyance and title shall in addition to the condition subsequent provided for in Section 704 hereof, and to all other conditions, covenants and restrictions set forth or referred to elsewhere in the Agreement, be subject to: Such easements as it shall have been necessary pursuant to the Urban Renewal Plan and for the Redevelopment Plan, for the Agency to reserve, dedicate or grant, or shall be necessary at the time of conveyance for the Agency to reserve, for itself or for future dedication or grant, for sewers, drains, water and gas distribution lines, electric, telephone and telegraph installations, right-of-way and access, and other public or private utilities and facilities.

B. Time and Place for Delivery of Deed: Conveyance shall be made at the principal office of the Agency, and the Redeveloper shall accept such conveyance and pay to the Agency at such time and place, in cash, the total purchase price. The Agency shall deliver the deed and possession of the property to the Redeveloper at the time of closing. Said closing shall take place no later than thirty (30) days after the Agency has approved the Redeveloper's construction plans and received satisfactory evidence that the Redeveloper has the financing needed to complete the redevelopment.

C. Apportionment of Current Taxes: The portion of current taxes, if any, on the Property which are a lien on the date of delivery of the Deed to the Redeveloper allocable to buildings and other improvements which have been demolished or removed from the Property by the Agency shall be borne by the Agency, and the portion of such current taxes allocable to the land shall be apportioned between the Agency and the Redeveloper as of the date of the delivery of the deed. If the amount of the current taxes on the Property is not ascertainable on such date, the apportionment between the Agency and the Redeveloper shall be on the basis of the amount of the most recently ascertainable taxes on the Property, but such apportionment shall be subject to final adjustment within thirty (30) days after the date the actual amount of such current taxes is ascertained.

Lots 9 & 10, in Block 2, in Morris Addition to the City of Hammond, and the North 30 feet of vacated Conkey Street, as per plat thereof, Recorded in Plat Book 6, page 21, in the Office of the Recorder of Lake County, Indiana.

EXHIBIT "A"

D. Recordation of Deed: The Redeveloper shall promptly file each deed for recordation among the land records of the place in which the Property is situated. The Redeveloper shall pay all costs (including the cost of Federal Documentary Stamps Tax on the Deed, for which stamps in the proper amount shall be affixed to the Deed by the Redeveloper if such are required) for so recording the Deed, and all other costs connected therewith.

E. Title Insurance: At the time the Deed and possession of the Property are delivered to the Redeveloper, the Agency shall also deliver to the Redeveloper, at no expense to the Redeveloper, an owner's policy of title insurance in the amount of the Purchase Price, issued by a responsible title insurance company authorized to do business in the State of Indiana, and guaranteeing good and merchantable fee simple title in the Redeveloper subject to the terms, covenants and conditions of this Agreement, and to those reservations, encumbrances and exceptions hereinabove set forth.

SECTION 3 - GOOD FAITH DEPOSIT

A. Amount: The Redeveloper has prior to or simultaneously with the execution of the Agreement by the Agency, delivered to the Agency a good faith deposit of cash or a certified check satisfactory to the Agency in the amount of TWO (\$2.00) DOLLARS, hereinafter called "Deposit", for retention by the Agency as liquidated damages, or application on Account of the Purchase Price, as the case may be, in accordance with the Agreement. The Deposit, if cash or certified check, shall be deposited in an account of the Agency in a bank or trust company selected by it.

B. Interest: The Agency shall be under no obligation to pay or earn interest on the Deposit, but if interest is payable thereon such interest when received by the Agency shall be promptly paid to the Redeveloper.

C. Duration of Deposit: The Deposit shall be held by the Agency until completion of the redevelopment, or until the conditions described in subparagraph E of this Section.

D. Retention by Agency: Upon termination of the Agreement as provided in Sections 703 and 704 hereof, the Deposit, if cash, bonds or similar obligations of the United States, including all interest payable thereon after such termination, or if a surety bond the proceeds thereof shall be retained by the Agency as provided in Sections 703 and 704 hereof.

E. Return to Redeveloper: Upon termination of the Agreement as provided in Section 702 hereof, the Deposit shall be returned to the Redeveloper by the Agency as provided in Section 702 hereof.

SECTION 4 - TIME FOR COMMENCEMENT & COMPLETION OF IMPROVEMENTS

The construction of the Improvements referred to in Section 301 hereof shall be commenced in any event within six (6) months after the date of the Deed, and except as otherwise provided in the Agreement shall be completed within twenty-four (24) months after such date.

SECTION 5 - TIME FOR CERTAIN OTHER ACTIONS

A. Time for Submission of Construction Plans: The time within which the Redeveloper shall submit its "Construction Plans" (as defined in Section 301 hereof) to the Agency in any event, pursuant to Section 301 hereof, shall be not later than thirty (30) days from the date of the Agreement.

B. Time for Submission of Corrected Construction Plans: Except as provided in subparagraph C of this Section 5, the time within which the Redeveloper shall submit any new or corrected Construction Plans as provided for in Section 301 hereof shall be not later than fifteen (15) days after the Redeveloper receives written notice from the Agency of the Agency's rejection of the Construction Plans referred to in the latest such notice.

C. Time for Agency Action on Change in Construction Plans: The time within which the Agency may reject any change in the Construction Plans as provided in Section 302 hereof shall be thirty (30) days after the date of the Agency's receipt of notice of such change.

D. Time for Submission of Evidence of Equity Capital and Mortgage Financing: The time within which the Redeveloper shall submit to the Agency, in any case, evidence as to equity capital and any commitment necessary for mortgage financing, as provided in Section 303 hereof, shall be not later than ten (10) days after the date of written notice to the Redeveloper of approval of the Construction Plans by the Agency, or if the Construction Plans shall be deemed to have been approved as provided in Section 301 hereof, after the expiration of thirty (30) days following the date of receipt by the Agency of the Construction Plans so deemed approved.

SECTION 6 - PERIOD OF DURATION OF COVENANT ON USE

The covenant pertaining to the uses of the Property set forth in Section 401 hereof, shall remain in effect from the date of the Deed until _____, the period specified or referred to in the Urban Renewal Plan, or until such date thereafter to which it may be extended by proper amendment of the Urban Renewal Plan on which date, as the case may be, such covenant shall terminate.

SECTION 7 - NOTICES 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, and

i. in the case of the Redeveloper, is addressed to or delivered personally to the Redeveloper at:

ii. in the case of the Agency is addressed to or delivered personally to the Agency at:

City of Hammond Department of Redevelopment
6011 Calumet Avenue
Hammond, Indiana 46320

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

SECTION 8 - SPECIAL PROVISIONS

A. Approvals in Writing: Whenever under this Agreement approvals, authorizations, determinations, satisfactions or waivers are authorized or required, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing, signed by a duly authorized officer of the Agency or Redeveloper, and delivered to the party to whom it is directed at the address of such party specified in Section 7 of this Agreement. Where any approval is required by the terms of this Agreement and request or application for such approval is duly made, such approval shall not be unreasonably withheld. Where, pursuant to the Agreement, any document or proposed action by the Redeveloper is submitted by it to the Agency, and the Redeveloper has been notified in writing by the Agency that the same is approved or is satisfactory, or is without objections, such determination shall be deemed to be a final determination by the Agency with respect to such particular document or proposed action for all purposes. Where by the terms of this Agreement the Redeveloper is required to obtain the approval of the Agency as condition to the exercise by the Redeveloper of its right to take any action in respect to the Property of the Agency or a successor public body or office designated by or pursuant to law and having authority by or pursuant to law to grant such required approval shall not be in existence, the Redeveloper, any other provisions of this Agreement notwithstanding, shall not be required to obtain such approval.

B. Provisions of Law Deemed to be Included: Each and every provision of law and clause required by law to be included in this Agreement shall be deemed to be included herein, and this Agreement shall be read, construed and enforced as though the same were included herein. If through mistake, inadvertence or otherwise any such provision or clause is not herein included or is incorrectly included herein, then upon application of either party hereto this Agreement shall forthwith be amended to include the same or to correct the inclusion of the same.

C. Severability: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and of the Urban Renewal Plan.

D. Redeveloper to Obtain Flood Insurance: The Redeveloper and its successors and assigns shall keep the improvements now existing or hereafter erected on the Property insured during their anticipated economic or useful life, under the national flood insurance program in an amount at least equal to the redevelopment costs of the Property less estimated land cost or to the maximum limit of coverage made available with respect to the particular type of Property under the National Flood Insurance Act of 1968, whichever is less. Prior to conveyance of the Property to the Redeveloper by the Agency, the Redeveloper shall furnish the Agency with a copy of a flood insurance policy specifying such coverage or a binding commitment to provide such policy; provided that if such coverage is not available to the Redeveloper at the time of conveyance, the Redeveloper shall furnish such evidence of insurance within fifteen (15) days of the date it becomes available.

E. Lead-Based Paint Prohibition: The Redeveloper shall comply with the regulations issued by the Secretary of Housing and Urban Development set forth in 37 F.R. 22732-3 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards.

F. Condition of Land: The Agency has previously acquired the land being sold to the Redeveloper, has demolished any structures previously existing on said land, and has taken other steps to prepare the land for redevelopment by others. However, the Agency does not warrant that the land, in its present stage and at the present time, is in a buildable condition. Redeveloper acknowledges that it has inspected the land being purchased and is making said purchase with no warranty or guaranty that the land is in a buildable state, but expressly purchases the land "as is".

SECTION 9 - MODIFICATIONS OF PART II

The following amendments and modifications are hereby made in the terms, covenants and conditions forming Part II hereof:

A. Section 101 shall be modified by deletion therefrom the subsection (d) - Removal of Paving.

B. Section 103 shall be modified by deleting from the 3rd line "prior to completion of the Improvements" and substituting in lieu thereof "not later than the completion date of the Improvements as set forth in Schedule B hereof".

Subsection (a) shall be modified to read as follows:

"(a) Vacation of Streets, Etc. Subject to easements, the closing and vacation of all existing streets, alleys and other public rights-of-way within or abutting on the Property."

Subsection (g), Installation of Public Utilities, is further modified to read, at line 10, page 3, as follows:

"Company within or without such boundaries, or as required by the Urban Renewal Plan, the underground installation of electric, gas, telephone, or other public utility lines owned by any public utility company within or without such boundaries, and the Redeveloper shall secure any permits required for any such installation without cost or expense to the Agency."

C. Section 202 is hereby modified to read as follows:

"Sec. 202. Redeveloper Not to Construct Over Utility Easements. The Redeveloper shall not construct any building, or other structure or part thereof, on, over or within the boundary lines of any easement for public utilities described or referred to in Paragraph A of Section 2 of Part I hereof, unless such construction has first been approved in writing by the Agency and other public bodies having

jurisdiction on the premises. If approval for such construction is requested in writing by the Redeveloper, the Agency shall use its best efforts to assure that such approval shall not be unreasonably withheld."

D. Section 301 shall be modified by inserting "the proposal of the Redeveloper" after the word "Agreement" in the 4th line. In the 13th line the word "hereinafter" shall be changed to read "herein".

E. Section 304 shall be modified by inserting "satisfactory to the Agency" after the word "evidence" in the 4th line.

F. Section 305 shall be modified by deleting "in such Section 4" and substituting in lieu thereof "in Schedule B hereof".

G. Section 307 shall be deleted.

H. Section 401 shall be modified by deleting Section 401(b) and inserting thereat the following:

"(b) Not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof."

I. Section 401 shall be further modified by the insertion of the following subparagraph (c) immediately after (b) of Section 401:

"(c) Include all advertising (including signs) for sale and/or rental of the whole or any part of the Property shall include the legend 'An Open Occupancy Building', in type or lettering of easily legible size and design. The word 'Project' or 'Development' may be substituted for the word 'Building' where circumstances require such substitution."

J. Section 401 shall be further modified by the insertion of the following subparagraph (d) immediately after (c) of Section 401:

"(d) Comply with the regulations issued by the Secretary of Housing and Urban Development set forth in 37 F.R. 22732-3 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards."

K. Sections 402 and 403 are hereby modified by deleting "subdivision (b) of Section 401" wherever such words appear, substituting in lieu thereof the words "subdivisions (b) and (c) of Section 401".

L. Section 404 is added immediately following Section 403 as follows:

"Sec. 404. Advertising. The Redeveloper agrees for itself, its successors and assigns, that during Construction and thereafter the Redeveloper, and its successors and assigns, shall include in all advertising for the sale or rental of the Property a statement to the effect that (a) the Property is open to all persons without discrimination on the basis of race, color, creed or national origin; and (b) there shall be no discrimination in public access and use of the Property to the extent that it is open to the public."

M. Section 501 shall be amended by deleting subparagraph (c). Also delete the words "and its stockholders" from the sentence immediately following subparagraph (c) of said Section 501.

N. Delete Sections 502 and 504 in their entirety.

O. Section 703 shall be modified by the addition of the following paragraph:

"In the event that the Agency is unable to tender conveyance or possession in the manner and conditions provided in this Agreement, by reason of the Agency being enjoined or prevented from doing so by any order or decision or act of any judicial, legislative or executive body having authority in the premises, then this Agreement may, at the option of the Agency, be cancelled and the Redeveloper shall be entitled to the return of the Deposit and the Agency of the retention of title not conveyed prior to such cancellation, and neither the City nor the Redeveloper shall have any further rights against or liability to the other under this Agreement as to such Property."

P. Section 703 shall be further modified by deleting subparagraph (a)(ii) and subparagraph (c).

Q. Section 704 shall be modified by the addition of the following sentence to the end of Section 704:

"In addition to and without in any way limiting the Agency's right to re-entry as provided for in the preceding sentence, the Agency shall have the right to retain the Deposit, as provided in paragraph D, Section 3 of Part I hereof, without any deduction, violation or failure of the Redeveloper as specified in the preceding sentence."

R. Section 802 shall be modified as follows: in (a) and (b) of Section 802, each "race, creed, color, or national origin" shall be replaced by "race, color, religion, sex or national origin", and by inserting the words "as amended by Executive Order 11375" after the words "Executive Order 11246", wherever such words appear.

S. Section 802 shall be further modified by deleting (c) and inserting therefor the following:

"(c) The Redeveloper will include the provisions of paragraphs (a), (b) and (c) in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be. For the purposes of including such provisions in any construction contract or subcontract, as required hereby, the term 'Redeveloper' and the term 'Agency' may be changed to reflect the name or description of the parties to such contract or subcontract."

T. Schedule A and B are hereby annexed to Part I of this Agreement.

SECTION 10 - COUNTERPARTS

This Agreement is executed in four (4) counterparts, each of which shall constitute one and the same instrument.

SECTION 11 - CERTIFICATION OF PARTIES

The Agency and the Redeveloper certify that all conditions precedent to the valid execution and delivery of this Agreement have been complied with, and that all things necessary to constitute this Agreement a valid, binding and legal agreement, have been done and performed, and that the execution and delivery of this Agreement have been and are in all respects authorized in accordance with the law.

IN WITNESS WHEREOF, the Agency has caused the Agreement to be duly executed in its name and on its behalf by its President, and its seal to be hereunto duly affixed and attested to by its Secretary; and the Redeveloper has duly executed same, on or as of the day first above written.

CITY OF HAMMOND, DEPARTMENT OF REDEVELOPMENT

By: James Davis, Sr.
James Davis, Sr., President

Attest:

Stanley Lewandowski
Stanley Lewandowski, Secretary

X Benny Comer
BENNY COMER

X Brenda Comer
BRENDA COMER

STATE OF INDIANA)
COUNTY OF LAKE)SS:
)

Personally appeared before me this 18th day of _____
May, 1982, James Davis, Sr. and Stanley Lewandowski, President
and Secretary, respectively, of the Redevelopment Commission of
the City of Hammond Department of Redevelopment, and acknowl-
edged the execution of the foregoing Agreement as their own
free act and deed, and as the free act and deed of the City of
Hammond Department of Redevelopment for the uses and purposes
therein set forth.

WITNESS MY HAND and official seal.

My Commission Expires:

Cynthia Cray
Notary Public

County of Residence:

Lake

STATE OF INDIANA)
COUNTY OF LAKE)SS:
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Personally appeared before me this 21 day of May,
1982, BENNY COMER and BRENDA COMER, and acknowledged the
execution of the foregoing Agreement as their own free act and
deed, for the uses and purposes therein set forth.

WITNESS MY HAND and official seal.

My Commission Expires:

Annette S. Turque
Notary Public

County of Residence:

Lake