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MICHAEL D. BROWN
RECORDER

ROAD TRANSFER AGREEMENT
between
LAKE COUNTY, INDIANA
and
CITY OF CROWN POINT, INDIANA
concerning
THE TRANSFER OF A PORTION OF 125TH AVENUE

PREAMBLE

This Road Transfer Agreement ("Agreement") is made and entered into this 11th day of October, 2017 (hereinafter referred to as "Effective Date"), by and between Lake County, Indiana, by and through the Lake County Commissioners (hereinafter referred to as "County") and the City of Crown Point, by and through the City Common Council (hereinafter referred to as the "City"), and jointly referred to as the "Parties."

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WHEREAS, County currently owns and incurs the expense for maintaining and regulating a portion of 125th Avenue from the west property line of 1801 W. 125th Avenue, heading east to Indiana Avenue (State Road 55), including but not limited to all right of way, the road surface, snow and ice removal, storm water drainage, mowing, applicable signs or paint marking and driveways; and

WHEREAS, County desires to transfer, according to the terms of this Agreement, the Transferred Road (as defined in Section 1.2 of this Agreement and illustrated in "Exhibit A" and "Exhibit B" attached hereto and herein incorporated by reference to the City, and the City is willing to accept the Transferred Road under the terms and conditions set forth in this Agreement and assume responsibility for all future maintenance, liability and regulation of the Transferred Road, including but not limited to all right of way, the road surface, snow and ice removal, storm water drainage, mowing, applicable signs and paint markings and driveways under the terms of this Agreement; and

WHEREAS, the Parties agree that the Transferred Road will no longer be the most appropriate route to serve County traffic, but will continue to serve City access; and

WHEREAS, County has identified the Transferred Road as a lower priority route in the County road system but determined that the Transferred Road will continue to serve a useful purpose;

WHEREAS, I.C. §36-1-4-5, I.C. §36-1-4-6 and I.C. §36-1-4-10 authorize County and the City to execute this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutually dependent covenants herein contained, the Parties hereby agree as follows:

1.1 Purpose. The purpose of this Agreement is to transfer fee simple title to Transferred Road and the full responsibility for all operation, construction, maintenance, regulation and

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JOHN E. PETALAS
LAKE COUNTY AUDITOR

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liability relating to the Transferred Road from County to the City to the fullest extent permitted by applicable law. For the purposes of this Agreement and to avoid misunderstanding, the term "Transferred Road" is defined in Section 1.2 of this Agreement and is illustrated in "Exhibit A."

1.2 Transferred Road Defined. The "Transferred Road" is defined as the roadway described in Section 1.2(A) through 1.2(B) below.

- A. The Transferred Road is 125th Avenue from the west property line of 1801 W. 125th Avenue, heading east to Indiana Avenue (State Road 55); and
- B. The transferred portion of the roadway (as detailed in "Exhibit A" and "Exhibit B") includes a distance of approximately 660 feet to the west line of IN 55.

1.3 Date of Transfer. The date of Transfer is defined as the date upon which County will transfer the Transferred Road to the City according to the terms of this Agreement. The Date of Transfer shall be identified as the date upon which each party accepts this Agreement.

1.4 Acceptance. The City agrees to accept transfer of the Transferred Road, according to the terms of this Agreement on the Date of Transfer.

1.5 Transferred Road Condition. The City warrants and represents that it has had sufficient opportunity to inspect the Transferred Road and agrees to accept the Transferred Road in "AS IS" condition on the Date of Transfer.

1.6 Payment. The City agrees to accept the Transferred Road without any form of payment or compensation from County.

1.7 Interpretation. The Preamble and Recitals recorded above are incorporated by reference into this Agreement. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Agreement.

II. GENERAL PROVISIONS

2.1 Access to Records. The City shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Agreement and shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for ten (10) years from the date of this Agreement for inspection or audit. The City agrees that upon request by any Party or state or federal agency, County may release or make available to the agency any working papers from an audit performed in connection with this Agreement, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2.2 Assignment; Successors. Neither this Agreement nor any portions of it may be assigned, licensed or otherwise transferred by the Parties without the prior written consent of the other

Party. This Agreement will be binding upon the Parties and their permitted successors or assigns.

2.3 Authority to Bind. The signatory for the Parties represent that he/she has been duly authorized to execute this Agreement on behalf of such Party and has obtained all necessary or applicable approvals to make this Agreement fully binding upon such Party when his/her signature is affixed.

2.4 Compliance with Laws. The Parties shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the Parties to determine whether the provisions of this Agreement require formal modification.

2.5 Force Majeure. In the event that any Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other Parties and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of non-performance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

2.6 Governing Law. This Agreement shall be governed, construed and enforced in accordance with the law of the State of Indiana without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

2.7 Merger and Modification. This Agreement constitutes the entire agreement between the Parties. No understandings, agreements or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented or amended except by written agreement signed by all necessary Parties.

2.8 Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses:


For County: Lake County Commissioners
2293 N. Main Street
Crown Point, IN 46307

For City: City of Crown Point Common Council
101 North East Street
Crown Point, IN 46307


2.9 Public Record. The Parties acknowledge that they will not treat this Agreement as containing confidential information and will post this Agreement on its website as required by

Lake County, Indiana
Lake County Commissioners

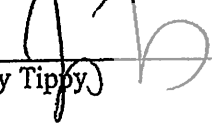
Executed by:



Michael Repay



Kyle Allen



Jerry Tippy


STATE OF INDIANA)
COUNTY OF LAKE)

**Document is
NOT OFFICIAL!**

**This Document is the property of
the Lake County Recorder!**

Before me, a Notary Public in and for said County and State, personally appeared Michael Repay, Kyle Allen and Jerry Tippy, who acknowledged the execution of the foregoing Road Transfer Agreement on this 11th day of October, 2017.





Stacy M. Hazard, Notary Public
Resident of Lake County

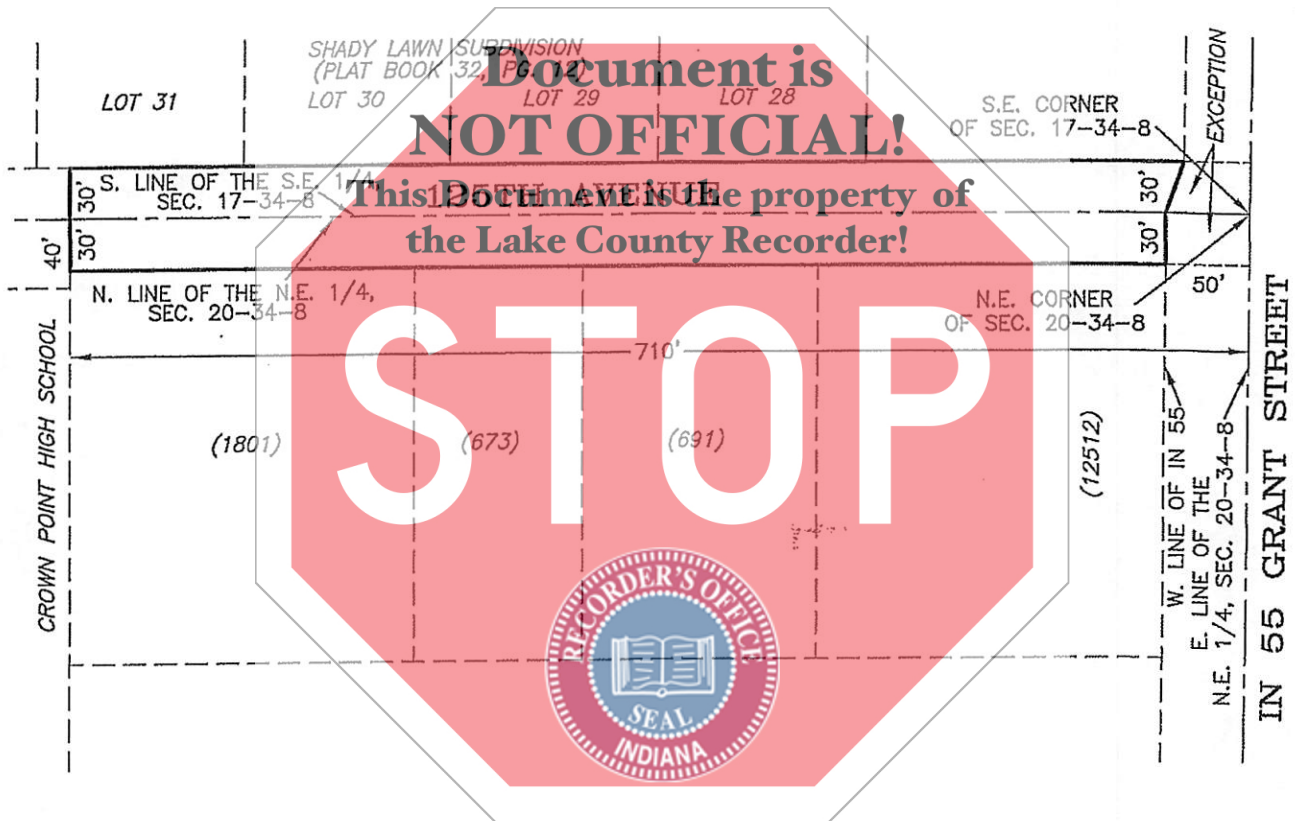
My Commission Expires:
1/23/21



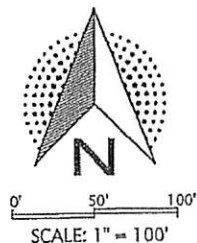
EXHIBIT A

PARCEL DESCRIPTION:

THE NORTH 30 FEET OF THE EAST 710 FEET OF THE NORTHEAST QUARTER OF SECTION 20, AND THE SOUTH 30 FEET OF THE EAST 710 FEET OF THE SOUTHEAST QUARTER OF SECTION 17, ALL IN TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, EXCEPTING THEREFROM ALL THAT PART LYING WITHIN THE RIGHT OF WAY OF INDIANA ROUTE 55 (GRANT STREET).



Reference Name: CITY OF CROWN POINT
 Survey Job No: S17708
 Drawn By: G.B.
 Date: 9/18/17
 /17708/17708 R-1.DWG
 Sec. 17,20-34-8



Glen E. Boren

THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, OR A SURVEYOR LOCATION REPORT.

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