

BOARD OF SANITARY COMMISSIONERS

MUNCIE SANITARY DISTRICT

RESOLUTION NO. 2023-05

WHEREAS, The Muncie Sanitary District being a governmental entity of the State of Indiana;

WHEREAS, The Muncie Sanitary District owns title to certain real property as shown on "**Exhibit A**".

WHEREAS, the Muncie Sanitary District no longer has any need for the afore-mentioned parcels, and they may be suited for economic development purposes;

WHEREAS, the Muncie Redevelopment Commission is a governmental entity whose purpose is to promote economic growth and development within the City of Muncie; and

WHEREAS, Indiana Code I.C. 36-11-1-8 provides for the transfer of property by a political subdivision to a governmental entity; and

WHEREAS, the Muncie Redevelopment Commission has agreed to use the property to promote the economic growth and wellbeing of the City of Muncie; and


WHEREAS, the Muncie Sanitary District and the Muncie Redevelopment Commission have entered into a Memorandum of Understanding hereby incorporated by reference and attached as "**Exhibit B**", that outlines the terms and conditions of the transfer of property from MSD to MRC.

NOW, THEREFORE, BE IT RESOLVED by the Board of Sanitary Commissioners of the Muncie Sanitary District, Delaware County, State of Indiana, that the above-described real estate shall be deeded from the Muncie Sanitary District to the Muncie Redevelopment Commission pursuant to the terms of the Memorandum of Understanding, which is hereby approved.

The foregoing Resolution No. 2023 - 05 was approved by the *Board of Sanitary Commissioners* of the *Muncie Sanitary District* this 26, day of JULY, 2023.

MUNCIE SANITARY DISTRICT

BOARD OF SANITARY COMMISSIONERS



Stephen Brand, President



Adam Leach, Vice-President

Michael Wolfe, Secretary



David Smith, Board Member



Tim Overton, Board Member

EFFECTIVE DATE: This 26 day of JULY, 2023.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made and entered into as of the 5th day of July, 2023, by and between the Muncie Sanitary District ("MSD") and the Muncie Redevelopment Commission ("MRC"),

WITNESSETH:

WHEREAS, MSD is a political subdivision, established by Indiana Code 36-9-25, *et seq.* and is governed by a Board of Sanitary Commissioners who have jurisdiction over the disposition of property owned by MSD; and

WHEREAS, MRC is a governmental agency under the executive branch of the City of Muncie and governed by a Board of Directors; and

WHEREAS, MSD owns title to certain vacant lots within the City of Muncie; and

WHEREAS, in order to further economic development in the City of Muncie and to achieve its directives, MRC wishes to acquire certain vacant lots owned by MSD.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

ARTICLE 1. RECITALS

1.01. Recitals Part of MOU. The representations, covenants and recitations set forth in the foregoing recitals are material to this MOU and are hereby incorporated into and made a part of this MOU as though they were fully set forth in this Section 1.01.

ARTICLE 2. TRANSFER OF PROPERTY

2.01. Vacant Lots. MSD owns certain "Vacant Lots" within the City of Muncie as set forth in **Exhibit A** to this MOU. The transfer of property contemplated by this MOU is restricted to these particular lots.

2.02 Transfer Requirements. Pursuant to I.C. 36-11-1-8, the transfer of the Vacant Lots is being made by and between MSD, a political subdivision, and MRC, a governmental entity, upon the terms and conditions set forth herein. Such terms and conditions laid out in this MOU will be adopted by both MSD and MRC through resolutions of their respective boards.

2.03 No Consideration. MSD and MRC understand and agree that the transfer of the Vacant Lots will be for no consideration.

2.04 As-Is Condition. MSD shall transfer the Vacant Lots to MRC through Quitclaim Deed. MSD makes no warranties, representations, or covenants regarding the Vacant Lots, and MRC agrees to accept the Vacant Lots in "As-Is" condition.

ARTICLE 3. AUTHORITY

3.01. Powers. MRC and MSD represent and warrant that each has full constitutional and lawful right, power, and authority, under currently applicable law, to execute and deliver and perform its obligations under this MOU, subject to the approval of their respective governing bodies.

ARTICLE 4. GENERAL PROVISIONS

4.01. Indemnity; No Joint Venture or Partnership. Nothing contained in this MOU shall be construed as creating either a joint venture or partnership relationship among MRC and MSD.

4.02. Time of Essence. Time is of the essence in this MOU. The parties shall make every reasonable effort to expedite the subject matters hereof (subject to any time limitations described herein) and acknowledge that the successful performance of this MOU requires their continued cooperation.

4.03. Breach. Before any failure of any party of this MOU to perform its obligations under this MOU shall be deemed to be a breach of this MOU, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this MOU may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice. If after said notice, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity.

4.04. Amendment. This MOU, and any exhibits attached hereto, may be amended only by mutual written agreement.

4.05. No Other Agreement. Except as otherwise expressly provided herein, this MOU supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

4.06. Severability. If any provision, covenant, agreement or portion of this MOU or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this MOU and, to that end, any provisions, covenants, agreements or portions of this MOU are declared to be severable.

4.07. Indiana Law. This MOU shall be construed in accordance with the laws of the State of Indiana.

4.08. Notices. All notices and requests required pursuant to this MOU shall be deemed sufficiently made if delivered, as follows:

To MSD: Muncie Sanitary District
 300 N. High Street

Muncie, IN 47305
Attn: Executive Director

To MRC: Muncie Redevelopment Commission c/o President
300 N. High Street
Muncie, IN 47305

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

4.09. Counterparts. This MOU may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

4.10. Assignment. The rights and obligations contained in this MOU may not be assigned by MRC or MSD without the express prior written consent of the other party.

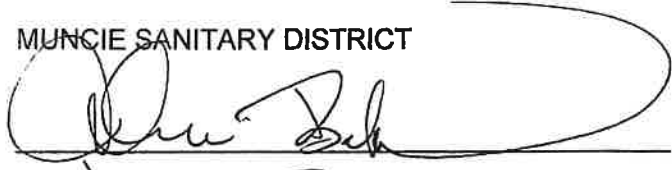
4.11. No Third-Party Beneficiaries. This MOU shall be deemed to be for the benefit solely of the parties hereto and shall not be deemed to be for the benefit of any third party.

4.12. Effective Date. Notwithstanding anything herein to the contrary, this MOU shall not be effective until all parties hereto have executed this MOU and MSD has approved or ratified this MOU.

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IN WITNESS WHEREOF, the parties have duly executed this MOU pursuant to all requisite authorizations as of the date first above written.

MUNCIE SANITARY DISTRICT



JOHN BARLOW

Printed Name

DISTRICT ADMINISTRATOR

Title

MUNCIE REDEVELOPMENT COMMISSION



Dan Ridenour

Printed Name

MRC Director

Title

726 S LUICK AVE	11-14-181-006-000-003	8/31/2016	1114 18100 6000	EMPTY LOT *
514 W HOWARD ST	11-16-234-013-000-003	4/4/2018	1116 23401 3000	EMPTY LOT*
2212 S VINE ST	11-22-178-007-000-003	2/15/2018	1122 17800 7000	EMPTY LOT*
2300 S VINE ST	11-22-178-008-000-003	4/13/2018	1122 17800 8000	EMPTY LOT*
2302 S VINE ST	11-22-178-009-000-003	9/11/2018	1122 17800 9000	EMPTY LOT*
2304 S VINE ST	11-22-178-010-000-003	5/24/2018	1122 17801 0000	EMPTY LOT*
2306 S VINE ST	11-22-178-011-000-003	2/22/2018	1122 17801 1000	EMPTY LOT*