

# MONTGOMERY COUNTY BOARD of COMMISSIONERS

## Resolution 2021 - 24

### Approving Transfer Agreement with Trinity Horizons

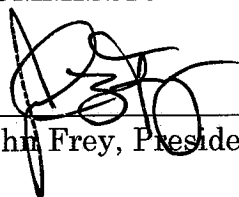
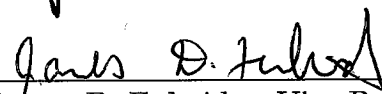
WHEREAS, the Montgomery County Board of Commissioners previously approved a Memorandum of Understanding with Trinity Horizons (Trinity) for the transfer of certain real estate at 1101 North Whitlock Avenue, Crawfordsville; and

WHEREAS, the Board has received and examined a Transfer Agreement (Exhibit A) for the transfer to Trinity, and the Board finds that said Agreement should be approved.

IT IS, THEREFORE, RESOLVED that the attached Transfer Agreement with Trinity is hereby approved and that the President is authorized to execute the agreement and any other documents necessary to transfer the real estate as provided for in the agreement.

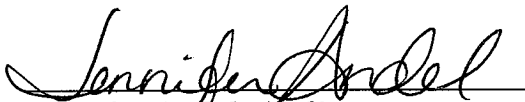
THIS RESOLUTION is hereby adopted this 28th day of December, 2021.

MONTGOMERY COUNTY BOARD OF  
COMMISSIONERS

  
\_\_\_\_\_  
John Frey, President  
\_\_\_\_\_  
James D. Fulwider, Vice President

\_\_\_\_\_  
Dan Guard, Member

Attest:



Jennifer Andel, Auditor

## **TRANSFER AGREEMENT**

This Agreement, by and between the Montgomery County Board of Commissioners (Commissioners) and Trinity Horizons, Inc. (Trinity), an Indiana not-for-profit corporation, IS TO WITNESS THAT:

Whereas, Trinity currently leases from the Commissioners certain real estate and improvements located at 1101 North Whitlock Avenue in Crawfordsville, Indiana, which real estate is commonly known as the County Home Property (the Property), and operates a drug and alcohol rehabilitation and education program on the site; and

Whereas, Trinity has expressed an interest in expanding its program and facilities and desires to have the Property transferred to it by the County in order to facilitate this expansion; and

Whereas, the Commissioners value the positive impact Trinity's program has in Montgomery County and desire to facilitate Trinity's expansion by granting the requested transfer; and

Whereas, on November 22, 2021, the Commissioner and Trinity entered into a Memorandum of Understanding for the transfer in order to describe the general concepts and terms and the parties' anticipated agreement for the transfer by the Commissioners to Trinity of the Property; and

Whereas, the Commissioners and Trinity, now desire to enter into this agreement for the transfer of the Property from the Commissioners to Trinity.

IT IS, THEREFORE, AGREED by the Commissioners and Trinity that the Commissioner agree to transfer to Trinity, and Trinity agrees to accept this transfer, upon the following terms and conditions:

1. **Lease of County Home:** Trinity currently leases certain real estate from the Commissioners that is commonly known as 1101 North Whitlock Street, Crawfordsville, IN 47933, which was previously operated as and known as the "county home" (Property). The Property is generally described in Exhibit A, which is attached hereto and expressly incorporated herein, and consists of approximately 3.4± acres. Trinity currently operates a drug and alcohol rehabilitation and education program at the Property.

2. **Expansion of Existing Facilities:** Trinity desires to improve and expand its services, operations, and the facilities on the Property and may build new facilities on the Property. Trinity is reluctant to make significant improvements to the Property because it does not own the Property.

3. **Property to be Transferred:** The property to be transferred to Trinity is described in Exhibit B, which is attached hereto and expressly incorporated herein, and includes the Property and consists of approximately 11.77± total acres of real estate together with its improvements (Transferred Property).

4. **Transfer of Property:** The Commissioners hereby agree to transfer to Trinity the Transferred Property, under the authority of Indiana Code §36-1-11-5.6, for no consideration other than the covenants and obligations contained in this agreement. This transfer is conditioned upon Trinity's granting to the Commissioner

a first option to purchase the Transferred Property as described in paragraph 5. The parties will, within thirty (30) days of the approval of this agreement, each select an appraiser who will determine the fair market value at the time of the transfer. The average of the two appraisals will be used to determine the value (Base Value).

5. **First Option to Purchase:** In the event that Trinity permanently and completely ceases all operations at the Transferred Property or desires to sell the Transferred Property, the Commissioners will have the first option to purchase the Transferred Property, described as follows:

a. **Notice of Intend to Sell.** Trinity will provide to the Commissioners written notice of Trinity's intention to permanently and completely cease operations at or sell the Transferred Property.

b. **Exercise of Option.** The Commissioners will then have ninety (90) days from the date of the notice to exercise their option to purchase the Transferred Property. If the Commissioners wish to exercise their option, they shall provide written notice to Trinity prior to the end of the 90-day exercise period. If the Commissioners do not timely exercise of their option or later waive their option, Trinity will be free to use the Transferred Property or sell the Transferred Property as if the option did not exist and the option shall be null and void.

c. **Appraisals.** If the Commissioners exercise their option, each of the parties will order an appraisal of the Transferred Property, including the land and improvements, within twenty (20) days of the Commissioners' notice.

The Commissioners' appraisal and Trinity's appraisal shall be averaged to determine the value of the Transferred Property as of Trinity's notice (Adjusted Value).

d. **Closing and Price.** The closing of the sale from Trinity to the Commissioners will occur within ninety (90) days of completion of the appraisals of the Transferred Property. The Commissioners will pay to Trinity the purchase price in cash at the closing., and this purchase price for the Transferred Property will be equal to the difference between: (i) the Adjusted Value; and (ii) the Base Value, it being the intention of the parties to compensate Trinity for additions to the fair market value attributable to improvements made to the property by Trinity after the original transfer date.

e. **Survival of Covenants.** The covenants regarding the Commissioners' option will survive the transfer of the Property to Trinity and will be binding upon the parties and their successors for so long as Trinity owns the Property unless and until the Commissioners waive their right to exercise their option.

6. **Deed:** The deed of transfer is attached hereto as Exhibit C and will be delivered by the Commissioner to Trinity upon execution and approval of this agreement by both parties. The Commissioners will pay the expense of preparation of the deed and sales disclosure form (if any), and Trinity will pay the expense of the transfer and recording fees and the fee for the sales disclosure form.

7. **Survey:** Trinity has engaged a surveyor and paid or will pay for the survey of the Transferred Property.

8. **Title Insurance:** The Commissioners will provide to Trinity a commitment for title insurance which shows that the Commissioners have merchantable title in and to the Transferred Property. Trinity will pay the premium for this title insurance commitment and any title insurance policy issued to Trinity.

9. **Use Restrictions:** Trinity agrees to use the Transferred Property for its non-profit purpose and mission, specifically drug and alcohol rehabilitation and education, counseling, re-entry services, vocational training, and other related services, and in conformance with all applicable zoning and building regulations. The parties' understanding is that Trinity intends to construct facilities which will allow it to expand the services it currently provides on the site and that Trinity will not operate a shelter or other housing for the homeless or for families. The parties agree that the covenants contained in this paragraph will survive the transfer of the Transferred Property.

10. **Approvals:** The Commissioners have approved this agreement in a public meeting, and the President of the Board of Commissioners is authorized to execute this agreement, the deed, and any and all other documents necessary to consummate the transfer.

11. **Condition of Premises:** Trinity hereby accepts the Transferred Property in its current condition.

12. **Environmental Matters:** The Transferred Property is located less than half (1/2) a mile from a closed landfill owned by Montgomery County, Indiana (Landfill). Although this landfill is closed, Montgomery County and the City of Crawfordsville have continuing obligations to maintain the closed landfill. Montgomery County actively engages the services of environmental engineers, civil engineers and other consultants to assist it in the monitoring of and maintenance of the landfill. Furthermore, Montgomery County and the City of Crawfordsville actively and regularly perform maintenance on the landfill in order to preserve the clay cap and other features of the landfill, manage stormwater drainage, and otherwise protect the surrounding properties and the community in general.

13. **Lease:** On June 1, 2004, the Commissioners entered into a Lease with Trinity for the Property and said Lease was extended until May 31, 2031. Upon the transfer of the Transferred Property to Trinity, the Lease will terminate.

14. **Farm Lease:** The Commissioners have entered into a Farm Lease for a portion of the Transferred Property. A Copy of this Farm Lease is attached hereto as Exhibit D. The Lease provides to the Commissioners the right to cancel the lease as to any portion of the leased property. The Commissioners will provide notice to the farm tenant, within seven (7) days of the transfer of the Transferred Property, of the cancellation of the lease as it pertains to the Transferred Property. Trinity will be free, in its discretion, to negotiate with the farm tenant for the continuation of a lease interest with the farm tenant for the 2022 crop season and later years or to refrain from such negotiations.

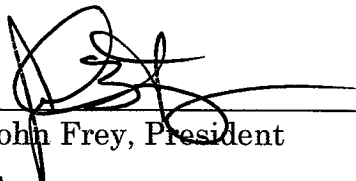


15. **General:** This agreement is binding upon and will inure to the benefit of the parties' successors in interest. This agreement contains the parties' entire agreement, and no verbal agreements are enforceable. This agreement will be construed under the laws of the State of Indiana. In the event that either party breaches this agreement, the non-breaching party is entitled to collect from the breaching party any and all damages caused by the breach and all reasonable attorney's fees, court costs and expenses of litigation incurred in the prosecution of litigation to enforce this agreement.

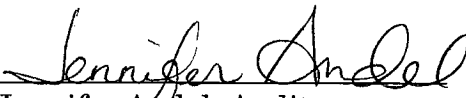
IN WITNESS WHEREOF, the parties have executed this agreement on the date or dates shown below.

Montgomery County Board of Commissioners

Trinity Horizons, Inc.

By:   
John Frey, President  
12-28-21  
Date

By: \_\_\_\_\_  
Brian Oertel, President  
\_\_\_\_\_  
Date

Attest:   
Jennifer Andel, Auditor

By: \_\_\_\_\_  
Philip Gabriel, Executive Director  
\_\_\_\_\_  
Date