

# Common Council

## Agenda Item

### Cover Sheet

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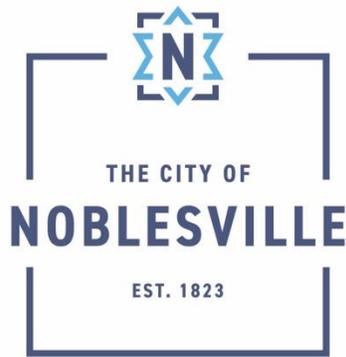
**MEETING DATE:** February 11, 2025

- Previously Discussed Ordinance
- Proposed Development Presentation
- New Ordinance for Discussion
- Miscellaneous
- Transfer

**ITEM or ORDINANCE:** #6

**PRESENTED BY:** Jayme Thompson

- Information Attached
- Verbal
- No Paperwork at Time of Packets



**TO: Noblesville Common Council**

**FROM: Jayme Thompson**

**RE: 723 S 5<sup>th</sup> St Real Property Transfer to Habit for Humanity**

**DATE: February 4, 2025**

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In the early planning stages of the Pleasant Street extension, several parcels that were anticipated to be impacted by construction were purchased by the city on the free market. As final alignment was determined to minimize impact to the Plum Prairie Historic District, four of those parcels were no longer needed for the project. In 2022 Common Council approved real property transfers of those properties to the Hamilton County Area Neighborhood Development, Inc. (HAND) that included 723 S 5<sup>th</sup> Street to rehabilitate the homes consistent with their mission. Three of those homes have since been successfully rehabilitated and rented. Unfortunately, due to the percentage of floodplain at 723 S 5<sup>th</sup> St, HAND was not able to acquire funding to revitalize the property and have not been able to take possession. HAND has since connected administration with Habitat for consideration of an alternative approach.

As HAND supports stability and growth for its residents through rental options, Greater Indy Habitat for Humanity can promote an accessible next step for first-time home buyers. This approach provides varied housing opportunities in Noblesville. Initial development plans include subdividing the parcel into two lots to further expand their reach.

The terms of conveyance include the following:

1. Demolition permit shall be applied for by Habitat or its contractor within 90 days of deed conveyance, and demolition shall be completed within 180 days of conveyance, unless there are hidden environmental or site conditions (i.e. asbestos, basement/buried tank, etc.) that prevent timely demolition.
2. Site must be used for new homes for sale to first time home buyers at or under 80% of AMI who currently live or work in Hamilton County.
3. New homes must be built within 5 years of conveyance.
4. Site must be returned to the City of Noblesville if Habitat fails to meet demolition or construction timeline.

We appreciate your consideration of this property transfer resolution and your ongoing support for the diverse housing options in Noblesville.

## RESOLUTION RC-8-25

### A RESOLUTION OF THE CITY OF NOBLESVILLE COMMON COUNCIL FOR TRANSFER OF REAL PROPERTY IN THE CITY OF NOBLESVILLE, INDIANA

**WHEREAS**, the Common Council of the City of Noblesville, Indiana (the “City Council”) is the fiscal body for the City of Noblesville, Indiana (the “City”); and

**WHEREAS**, the City purchased property, described in **Exhibit A** (the “Property”);

**WHEREAS**, Habitat for Humanity of Greater Indianapolis, Inc. (“Habitat”) is an Indiana nonprofit corporation that was formed to improve the quality of life for residents of Indiana including in Hamilton County by promoting housing preservation and neighborhood revitalization, specifically for low- and moderate-income residents; and

**WHEREAS**, Habitat is a nonprofit corporation that is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code by the Internal Revenue Service; and

**WHEREAS**, pursuant to Indiana Code 36-1-11-1(b)(7), the City may transfer real property to an Indiana nonprofit corporation organized for educational, literary, scientific, religious, or charitable purposes that is exempt from federal income taxation under section 501 of the Internal Revenue Code; and

**WHEREAS**, the City has determined that it no longer needs the Property and it is in the best interest of the public to transfer the Property to Habitat, according to the terms and conditions set forth in this resolution.

### **NOW, THEREFORE, BE IT HEREBY RESOLVED AND AGREED BY THE COMMON COUNCIL OF THE CITY OF NOBLESVILLE, INDIANA AS FOLLOWS:**

**Section 1.** The foregoing Recitals are fully incorporated herein by this reference.

**Section 2.** The City will transfer the Property to Habitat subject to the following provisions:

- a. The transfer of the Property shall be by quitclaim deed and the City shall execute all other usual and customary conveyance documents.
- b. The conveyance is subject to the following provisions:
  - i. Habitat must maintain its Section 501(c)(3) tax-exempt status and its status as an Indiana nonprofit corporation;
  - ii. The Property is in Plum Prairie Historic District and may have restrictions placed on the restoration or demolition of property within the district.

- iii. Property must be used by Habitat for new for sale homes to first time home buyers at or under eighty percent of AMI who currently live or work in Hamilton County. All new homes shall be constructed within five years of conveyance. The Property shall revert to the City of Noblesville in the event it ceases to be used for such purposes.
  
- c. The parties shall take all steps necessary to affect the transfer of the Property from the City to Habitat as provided herein. Such transfer shall take place at a time and date mutually agreed upon by the City and Habitat and with a quit claim deed to match the terms of this Resolution.

**Section 3.** The City Council hereby designates Sarah Reed, Community Development Director, for the City of Noblesville, Indiana, as its agent for purposes of completing the transfer of the Property. Sarah Reed is hereby authorized to work with Legal in the creation of the appropriate deeds and other documents, to execute all documents required in connection with the transfer of the Property pursuant to this Resolution, and to take all other lawful actions necessary to complete the transfer of the Property as contemplated herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Approved on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by the Common Council of the City of Noblesville, Indiana:

AYE		NAY	ABSTAIN
	Mark Boice		
	Michael J. Davis		
	Evan Elliott		
	David M. Johnson		
	Darren Peterson		
	Pete Schwartz		
	Aaron Smith		
	Todd Thurston		
	Megan G. Wiles		

ATTEST: \_\_\_\_\_  
 Evelyn L. Lees, City Clerk

Presented by me to the Mayor of the City of Noblesville, Indiana, this \_\_\_\_\_ day of \_\_\_\_\_, 2025 at \_\_\_\_\_ .M.

\_\_\_\_\_  
 Evelyn L. Lees, City Clerk

MAYOR'S APPROVAL

\_\_\_\_\_  
 Chris Jensen, Mayor

\_\_\_\_\_  
 Date

MAYOR'S VETO

\_\_\_\_\_  
 Chris Jensen, Mayor

\_\_\_\_\_  
 Date

ATTEST: \_\_\_\_\_  
 Evelyn L. Lees, City Clerk

**EXHIBIT A**

<b>Parcel No.</b>	<b>Address</b>
11-10-01-02-17-010.000 11-10-01-02-17-009.000	723 South 5 <sup>th</sup> Street

Property Identification No. 11-10-01-02-17-010.000

11-10-01-02-17-009.000

Cross Reference: 2017038674

## **QUITCLAIM DEED**

THIS INDENTURE WITNESSETH, That the CITY OF NOBLESVILLE, INDIANA (“**Grantor**”) QUITCLAIMS to HABITAT FOR HUMANITY OF GREATER INDIANAPOLIS, INC. (“**Grantee**”), which has a mailing address of 3135 North Meridian Street, Indianapolis, Indiana 4208, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the real estate located in Hamilton County, State of Indiana described in Exhibit A attached hereto (the “**Subject Property**”).

Grantee agrees that the Subject Property is hereby subjected to the following covenants and restrictions and shall be held, transferred, sold, conveyed, leased, occupied and used subject to such covenants and restrictions, all which shall touch and concern and run with the title to the Subject Property and shall be binding on all parties (including any mortgagees or lien-holders) having any right, title, or interest in the Subject Property or any portion thereof, and their respective tenants, occupants, invitees, heirs, successors, and assigns.

### **1. Restrictions and Covenants.**

**(a) Demolition Permit.** Grantee and/or its designated contractor shall apply for a demolition permit within ninety (90) days of deed conveyance, and demolition shall be completed within one-hundred eighty (180) days of conveyance, unless there is a hidden environmental or site conditions (i.e. asbestos, basement/buried tank, etc.) that would prevent timely demolition. The demolition deadline shall be subject to an adjustment based on events of Force Majeure.

**(b) Use Restrictions.** Grantee shall use the Subject Property for new for sale homes to first time home buyers at or under eighty percent (80%) of AMI who currently live or work in Hamilton County. All new homes shall be constructed within five (5) years of the conveyance.

**2. Injunctive Relief.** If Grantee, Grantee or their successors or assigns fail to strictly comply with the covenants and restrictions herein, then, in addition to any other remedies provided for herein and any other remedies available at law or in equity, Grantor shall be entitled to injunctive relief.

**3. Right of Reversion.** If Grantee, Grantee or their successors or assigns fail to strictly comply with the covenants and restrictions herein, then, in addition to any other remedies provided for herein and any other remedies available at law or in equity, Grantor may, at its option to be exercised in its sole and absolute discretion, reclaim title to the Subject Property and take possession of the Subject Property in the following manner:

**(a)** Grantor shall notify the then current title holder of the Subject Property of its intent to reclaim title and take possession and the circumstances for this action (for purposes of giving notice, such notice shall be effective if mailed to the tax billing address associated with the Subject Property, as shown

by the records of the Office of the Treasurer for Hamilton County, Indiana);

**(b)** If Grantee does not rectify those circumstances to Grantor's sole and absolute satisfaction within ten (10) business days of such notice, Grantor may file and record an affidavit with the Recorder of Hamilton County, Indiana, setting forth the circumstances and title to the Subject Property shall revert to Grantor, and Grantor may take possession of the Subject Property.

Nothing herein shall obligate Grantor to exercise its rights hereunder or to at any time take title to the Subject Property.

**4. Restrictions Run with Land.** The terms, covenants, restrictions and conditions contained in this Quitclaim Deed shall run with the Subject Property and be binding upon all parties having any right, title or interest in the Property and their respective heirs, successors and assigns. The rights and remedies of Grantor hereunder are personal to the City of Noblesville, Indiana, which shall have the sole and exclusive right to enforce the terms, covenants, restrictions and conditions contained in this Quitclaim Deed.

**5. Attorney Fees.** Grantor shall be entitled to recovery of all attorney fees and court costs incurred in connection with the enforcement of any terms, covenants, restrictions and conditions contained in this Quitclaim Deed.

**6. AS IS Condition.** Grantee is accepting the Subject Property in its **AS IS** condition. Grantor makes no representations or warranties with respect to the Subject Property, and Grantee on behalf of itself and its successors in interest, hereby releases Grantor from any and all claims, liabilities, damages or costs related to the Subject Property.

**[Signature page follows.]**

**SIGNATURE PAGE TO QUITCLAIM DEED**

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be executed as of the \_\_\_\_ day of \_\_\_\_\_, 2025.

**GRANTOR:  
CITY OF NOBLESVILLE, INDIANA**

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF HAMILTON    )

Before me, a Notary Public for the State of Indiana, personally appeared \_\_\_\_\_, the \_\_\_\_\_ the City of Noblesville, Indiana, who acknowledged execution of the foregoing Quitclaim Deed as his/her voluntary act and deed and represents that he/she had all requisite authority to execute such Quitclaim Deed on behalf of the City of Noblesville.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_, Notary Public

My Commission Expires: \_\_\_\_\_

My County of Residence is: \_\_\_\_\_

Commission Number: \_\_\_\_\_

This instrument was prepared by: Jonathon Hughes, #28610-29, 111 Monument Circle, Ste 2700, Indianapolis, Indiana 26204.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. /s/ Jonathan Hughes

The mailing address to which statements should be mailed under Indiana Code 6-1.1-22-8.1 is [redacted]. The mailing address of the grantee is [redacted]. **[Must be a street address or rural route address.]**

**EXHIBIT A**

**Description of Subject Property**

THE NORTH HALF (1/2) OF LOT TWO (2), IN SQUARE SIX (6) IN RIVER PARK ADDITION TO THE CITY OF NOBLESVILLE, HAMILTON COUNTY, INDIANA. ALSO LOT NUMBER THREE (3) IN SQUARES SIX (6) IN RIVER PARK ADDITION TO THE CITY OF NOBLESVILLE, HAMILTON COUNTY, INDIANA.

**Property Address: 723 South 5<sup>th</sup> Street, Noblesville, IN Parcel 11-10-01-02-17-010.000  
Parcel 11-10-01-02-17-009.000**