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Clerk-Treasurer's Office

RESOLUTION 01-2014

**A RESOLUTION OF THE
AUBURN BOARD OF PUBLIC WORKS AND SAFETY
REGARDING THE LEASE OF
OLD ELECTRIC BUILDING**

SUMMARY

This resolution authorizes the City of Auburn to lease the Old Auburn Electric Building
in accordance with Indiana Code Section 36-1-11-12.

_____ Records Office
_____ Auditors Office
_____ Clerk's Office
_____ Other:

_____ Publish Public Hearing

_____ Publish O/R after adoption

**RESOLUTION 01-2014
A RESOLUTION OF THE
AUBURN BOARD OF PUBLIC WORKS AND SAFETY
REGARDING THE LEASE
OF OLD ELECTRIC BUILDING**

WHEREAS, The City of Auburn is the owner of certain real estate located in Auburn, Indiana on South Wayne Street, which was the home of the Old Auburn Electric Building; and

WHEREAS, said real estate is located in an area adjacent to other museums in the City of Auburn, Indiana; and

WHEREAS, the current building is in need of rehabilitation or it will be subject to demolition unless a plan for rehabilitation can be established; and

WHEREAS, the City of Auburn has awarded, under Indiana Code 36-1-11-12, a proposal with the Neil Colchin, as an individual and as the developer of and Representative for the Cross Roads Motorcycle Museum, Inc. a potential non-profit 501 (c) (3); subject to an executed lease agreement and subject to the Cross Roads Motorcycle Museum. Inc. gaining non-profit 501(c)(3) status; and

WHEREAS, because of the need to protect the integrity of the well fields located adjacent to the real estate, the City of Auburn intends to retain full ownership of said property, but allow for a long term lease; and

WHEREAS, the long term lease will be conditioned upon rehabilitation of the real estate and building known as the power plant, and further that the City of Auburn will retain as owners all of the improvements to said building at no cost at the end of the term of said lease; and

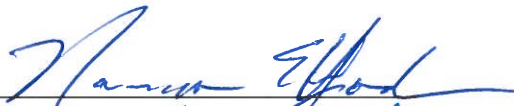
WHEREAS, the City of Auburn has set forth certain requirements to ensure that the rehabilitation is completed in a timely manner and meets all applicable codes and regulations, with said terms and conditions being set forth in said lease; and


WHEREAS, due to the unique character of this project it is appropriate to proceed under I.C. 36-1-11-12 and to lease said property to the Power Plant Motorcycle Museum; and

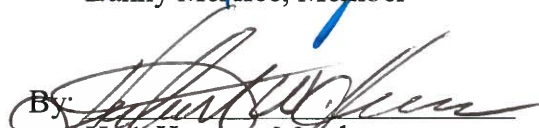
NOW, THEREFORE, BE IT RESOLVED by the Auburn Board of Public Works and Safety that the City of Auburn, Indiana hereby authorizes, by consent of the Executive of the City of Auburn, Indiana to enter into a lease agreement, which is attached and incorporated into this resolution as Exhibit "A" hereto.

PASSED AND ADOPTED by the Auburn Board of Public Works and Safety, this 23 day of January, 2014.

**CITY OF AUBURN
BOARD OF PUBLIC WORKS AND SAFETY**

By: 
Norman E. Yoder, Mayor

By: 
Danny McAfee, Member

By: 
Herb Horrom, Member

ATTEST:


Patricia Miller, Clerk-Treasurer

Lease of Real Estate Between
The Municipal City of Auburn, Indiana
And
Neil Colchin, Developer of Cross Roads Motorcycle Museum
(AKA Old Auburn Electric Power Plant)

WHEREAS, the City of Auburn, Indiana desires to lease certain real estate and building located at 1400 South Main Street in Auburn, Indiana to Neil Colchin, as an individual and as the Developer of and Representative for the Cross Roads Motorcycle Museum, Inc., a potential non-profit 501 (c) (3); and any other subsidiary of said company; and

WHEREAS, the City of Auburn, Indiana proceeds to lease said premises in accordance with Indiana Coe Section 36-1-11-12, which is an alternate process for leasing municipal property; and

WHEREAS, the City of Auburn, Indiana proposes to proceed under I.C. 36-1-11-12, because the subject property cannot be demolished and rebuilt; and

WEHREAS, the area upon which the building is located is in a well head protection area, that must be strictly monitored and maintained by the City; and

WHEREAS, the City of Auburn, Indiana desires to retain control of this real estate due to the City of Auburn water well fields being located adjacent to said real estate; and

NOW THEREFORE, the Municipal City of Auburn, Indiana, a Municipal Corporation duly organized under the laws of the State of Indiana (hereinafter referred to as "City"), by and through the Board of Public Works and Safety, and Neil Colchin, as an individual and as the Developer of and Representative for the Cross Roads Motorcycle Museum,, Inc., a potential non-profit 501(c)(3) organization (hereinafter referred to as

“Museum Developer”), by and through its duly elected “Board” and enter into this lease for due consideration the mutual covenants set forth herein and other consideration described below, the parties herein agree to the following Lease Agreement:

1. This agreement shall run for a term of five (5) years with automatic renewals for additional five (5) year terms subject to the condition that the Cross Roads Motorcycle Museum, Inc. is operating and functioning as a motorcycle museum. This lease agreement shall be recorded in accordance with Indiana Code because it is for a term of more than three (3) years.
2. The entity proposed to lease the building and real estate herein is in compliance with I.C. 36-11-16 and this lease agreement is not submitted by a Trust, as defined by I.C. 30-4-1-1(a).
3. This lease agreement is entered into after giving an award to the Museum Developer by the DeKalb County Board of Public Works and Safety on or about the 22nd day of August, 2013, in accordance with I.C. 36-1-11-12.
4. The Museum Developer was the only party who submitted any proposal to develop and/or redevelop the site known as the “old Auburn electric power plant” located on South Wayne Street adjacent to the Auburn Cord Duesenberg Museum and more particularly described in Exhibits “A” attached hereto, and commonly known as 1400 South Wayne Street, Auburn, Indiana 46706.
5. The City and Museum Developer hereby agree that the Museum Developer shall have lease hold interest in the site referenced herein and shall be

responsible for redeveloping the building and surrounding real estate in a manner that conforms with the terms and conditions of this lease.

6. Said rehabilitation shall involve but not limited to repair/place windows and doors, repair of second floor, repair as needed interior/exterior walls and tuck pointing the brick structure, install heating system, restore and add restrooms to meet current building codes, install fire alarm system, and making the facility compliant with the Americans with Disabilities Act (ADA).
 7. In addition, the Museum Developer shall make necessary repairs to the roof, re-landscape said property, repair current wiring and plumbing to make it accessible to the general public, in order to become in full compliance with all State of Indiana building and fire codes, statutes, rules and regulations.
 8. The City, in return, agrees to lease said real estate to Museum Developer for the sum of One Dollar (\$1.00) per year.
 9. The City further agrees to remove the Wayne Street electrical substation that is located adjacent to the building by July 1, 2014. The City shall also assist with the construction of sidewalks along S. Wayne Street and Utility Street.
 10. The City shall retain and receive all improvements to said building as their own and all improvements, updates and infrastructure installed in said facility shall become a part of the building owned and retained by the City at the conclusion of this lease with the Museum Developer, who shall take nothing therefrom.
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11. The Museum Developer shall be responsible for the payment of all utilities associated with the real estate, including electric, water, sewer, gas, trash collection, cable, internet and any other necessary utility expense desired.
12. The Museum Developer shall use the premises solely and only for that of a motorcycle museum, sculpture gardens/open space area, and associated events. No other purpose may be used without the express written consent of the City.
13. This premises is received by the Museum Developer with all defects and it is the responsibility of the Museum Developer to cure all defects and make said property habitable and in compliance with all state, federal and local laws, statutes, and ordinances.
14. The City recognizes that the site was developed as a municipal electrical power plant and the City shall be responsible for any environmental concerns prior to the delivery of the premise to the Museum Developer.
15. Delivery of possession of said premises shall be upon the execution of this agreement and approval by all relevant parties herein.
16. The Museum Developer shall carry general liability insurance in the maximum amount of One Million Dollars (\$1,000,000.00) per occurrence, One Hundred Thousand Dollars (\$100,000.00) damage to premises, medical expenses for any one (1) person of Five Thousand Dollars (\$5,000.00), personal advance injury of One Million Dollars (\$1,000,000.00), general aggregate of Two Thousand Dollars (\$2,000.00), and products liability insurance of Two Million Dollars (\$2,000,000.00).

17. The City shall be listed as an additional insured on said policy and they shall have a copy of said policy in their possession. It shall be the responsibility of the Museum Developer to make all payments on said policy, which shall remain in full force and effect during the entire term of said lease.
18. It is the duty of the Museum Developer to maintain the premises in a clean and sanitary condition to comply with state and local laws during the term of this lease.
19. All activity, improvements, construction, or rehabilitation must in no way disrupt or cause any harm to the City of Auburn, Indiana “well fields” located adjacent to the real estate herein.
20. The City shall have no responsibility for maintaining the premises inside or outside, including landscaping, parking or any other area. All such responsibility shall rest with the Museum Developer.
21. For purposes of notice herein, the City shall receive notices by the executive officer, Mayor of the City of Auburn, 210 E. Ninth St., Auburn, Indiana 46706; the Museum Developer shall receive notices by Neil Colchin, 625 Cherry Street, Fort Wayne, Indiana 46808.
22. The City shall have the ability to inspect said real estate and enter the premises at all reasonable times after giving reasonable notice to the Museum Developer’s authorized agent.
23. The City shall have the right, in any emergency situation, to enter the premises without prior notice or consent to the Museum Developer; however,

the City shall thereafter, as soon as practical, notify the Museum Developer of any entry into the building.

24. It shall be the responsibility of the Museum Developer to negotiate appropriate parking agreements with adjacent landowners so as to provide parking access that complies with the City's codes and ordinances and the American's with Disabilities Act (ADA). This shall include handicapped parking, handicapped access ramps and any other necessary entryways from the parking area to the entrance of said building.
25. Said lease is hereby entered into in accordance with I.C. 36-1-11-12 as an alternative procedure for municipalities to lease real estate as opposed to using I.C. 36-1-10. The reason that the other provision is not feasible is because the City intends to accept all improvements made to the leased property and in return for those improvements, is willing to lease the same for One Dollar (\$1.00). It is estimated that the improvements to the structure will be well over Two Hundred Fifty Thousand Dollars (\$250,000.00), which is much more than the fair market value for leasing the building that is in disrepair at this time. Therefore, the alternate procedure under I.C. 36-1-11-12 is practical because the City gains great benefit in preserving a structure that they will eventually retain and own while the Museum Developer has the opportunity to devote funds that would have been used to lease the property for the redevelopment process.
26. This lease agreement is authorized by the Auburn Board of Public Works and Safety in accordance with I.C. 36-1-11-12.

AUBURN BOARD OF PUBLIC WORKS AND SAFETY

By: [Signature]
The Honorable Norman E. Yoder, Member

By: [Signature]
Danny D. McAfee, Member

By: [Signature]
Herb Horrom, Member

ATTEST: [Signature]
Patricia Miller, Clerk-Treasurer

STATE OF INDIANA)
) SS
COUNTY OF DEKALB)

Before me, the undersigned Notary Public, in and for said County and State, this 23rd day of January, 2014, personally appeared the within-named, and acknowledged the execution of the foregoing instrument to the voluntary act and deed of the Affiant(s). WITNESS my hand and official seal.

[Signature]
(Signature)

Tina M. Shipe, Notary Public
(Printed Name)

My Commission Expires: July 25, 2015

Resident of DeKalb County, Indiana



This instrument was drafted by W. Erik Weber, City Attorney for the Municipal City of Auburn, Indiana, 130 East Seventh Street, Auburn, Indiana 46706; (260) 925-2300.

Quit Claim Deed
 Auburn State, Stokes
 to

Town of Auburn

dated: Dec. 23-1898

recorded: Feb. 7-1899 at 10 A.M.
 # 215.

This Indenture Witnesseth that
 the Auburn State Stokes, an
 Indiana Corporation, conveys and
 Quit Claims to Town of Auburn
 a Municipal corporation of
 De Kalb County State of Indiana
 for and in consideration of the sum

of Three hundred dollars, the following real estate in De Kalb
 County State of Indiana, to-wit:-

A part of the south west quarter of Section thirty-two
 (32) township thirty-four (34) north range thirteen (13) east,
 and more particularly described as bounded by a line
 commencing at a stone monument on the east line
 of the said south west quarter of said section thirty-two
 fourteen hundred eighty three (1483) feet South of the North-
 east corner of said South west quarter of said section and
 running thence North on the East line of said South west
 quarter six hundred forty eight and one tenth ($648\frac{1}{10}$) feet to
 an iron monument, thence west nine hundred eighty
one and four tenths ($948\frac{4}{10}$) feet to an iron monument
 thence South twenty five degrees East one hundred twenty
 seven and four tenths ($127\frac{4}{10}$) feet to an iron monument,
 thence South sixty five degrees west, one hundred sixty five
 (165) feet to an iron monument; thence North twenty five
 degrees west three hundred thirty (330) feet to an iron
 monument, thence South sixty five degrees west, six
 four and seven tenths ($647\frac{7}{10}$) feet to an iron monument,
 thence South twenty three degrees west along the east
 line of the Auburn and Ft. Payne road, one hundred

sixty five feet to an iron monument, thence South sixty seven degrees east two hundred forty eight and five tenths ($248\frac{5}{10}$) feet to an iron monument thence South twenty three degrees west two hundred forty seven and five tenths ($247\frac{5}{10}$) feet to the north line of Enslers Third addition to the town of Auburn, Indiana thence South sixty seven degrees east fifty feet, thence South twenty three degrees west two hundred fifty (250) feet to the south line of said Enslers Third addition to the said Town, and thence East Twelve hundred fifty five (1255) feet to the place of beginning, containing eighteen acres of land, be the same more or less, together with all buildings constructed on said real real estate, and the entire water works plant and system of water works in and near to said town of Auburn and all machinery, tools and other appliances owned by the grantor together with all other property of every kind, nature description and character, and all rents, tolls income and profits used in or connected in any way with the construction, use, maintenance or operations of said Water Works Plant and system, together with all material.

This conveyance is made subject to all taxes assessed against said property and also subject to a mortgage on said real estate and personal property executed by said The Auburn Water Works to the American Trust and Savings Bank of Chicago Illinois, Trustee on the 20th day of October 1895 and recorded in mortgage record No. 45 pages 18 to 23 inclusive of the Records of Des Moines County and the indebtedness thereby secured and which said mortgage

works plant and system of water works in and near to said town of Auburn and all machinery, tools and other appliances owned by the grantor together with all other property of every kind, nature description and character and all rents, tolls income and profits used in or connected in any way with the construction, use, maintenance or operation of said Water Works Plant and system, together with all material.

This conveyance is made subject to all taxes assessed against said property and also subject to a mortgage on said real estate and personal property executed by said The Auburn Water Works to the American Trust and Savings Bank of Chicago Illinois, Trustee on the 20th day of October 1898 and recorded in mortgage record No. 45 pages 18 to 23 inclusive of the Records of DeKalb County and the indebtedness thereby secured and which said mortgage and indebtedness the said grantor hereby assumed and agrees to pay as a part of the consideration for this conveyance and also subject to the payment of the hydrant rentals provided in the franchise ordinance dated June 20 1898.

In Witness Whereof said The Auburn Water Works hath caused its corporate name to be hereunto subscribed by Albert C. Robbins its President and its corporate seal attested by its secretary to be hereunto affixed this 23rd day of December 1898.



Corporate Seal

Edward S. Robbins
Secretary

The Auburn Water Works
By Albert B. Robbins President

State of Indiana,
DeKalb County } ss. On this 23rd day of December
1898 personally appeared before me, Geo. W. Boland, a Notary
Public of said County, Albert B. Robbins, President and
Edward S. Robbins, Secretary of the Auburn Water Works, who
in their several oaths I say that they respectively
subscribed the corporate name and affixed the corporate
seal of said The Auburn Water Works to the foregoing
conveyance by the direction and authority of the Board
of Directors of said Company; and that they executed
the said conveyance for and in the name of said
Company by the direction and with the authority of said
Board of Directors, and said Albert B. Robbins and
Edward S. Robbins each for himself and for and
on behalf of said The Auburn Water Works acknowledged
the execution of the foregoing instrument for and on
behalf of said Company and as its free act and deed
for the uses and purposes therein set forth.

Witness my hand and notarial seal this 23rd day of
December 1898

Notarial Seal

George W. Boland
Notary Public

This is a true copy, recorded Feb. 7, 1899 at 10 a.m.
Morton A. Jones Recorder

notice of election. | This is to certify that at the regular
Presbyterian Church, State annual meeting of the Presbyterian
11 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31