

ORDINANCE 93-69
TO VACATE A PUBLIC PARCEL
Re: An Encroachment on the North Side of the 300 Block of
West Eighth Street
(City of Bloomington, Petitioner)

WHEREAS, I.C. 36-7-3-12 authorizes the Common Council to vacate public ways and places upon petition of persons who own or are interested in lots contiguous to those public ways and places; and

WHEREAS, the petitioner, the City of Bloomington, has filed a petition to vacate a parcel of City property more particularly described below;

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

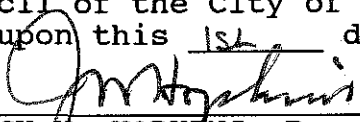
SECTION I. Through the authority of I.C. 36-7-3-12, a portion of City owned property shall be vacated. The property located on the north side of the 300 block of West Eighth Street is more particularly described as follows:

Being a part of Eighth Street as recorded in Deed Record "A", page 59, in the office of the Recorder of Monroe County, Indiana.

Commencing at the southeast corner of Outlot 38 to said City; thence North 89 degrees 59 minutes 13 seconds West 125.37 feet along the north right-of-way of Eighth Street to the Point of Beginning; thence leaving said right-of-way South 21 degrees 05 minutes 20 seconds West 1.54 feet; thence South 89 degrees 43 minutes 33 seconds West 183.38 feet; thence North 00 degrees 08 minutes 35 seconds West 2.35 feet; thence North 89 degrees 59 minutes 13 seconds East 183.93 feet to the Point of Beginning, containing 0.008 acres, more or less.


SECTION II. This Ordinance shall be in full force and effect from and after its passage by the Common Council of the City of Bloomington and approval of the Mayor.

PASSED and ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 1st day of December, 1993.



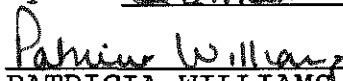
JACK W. HOPKINS, President
Bloomington Common Council

ATTEST:



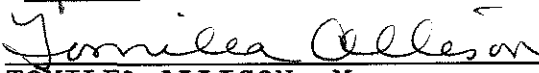
PATRICIA WILLIAMS, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this 2nd day of December, 1993.



PATRICIA WILLIAMS, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this 7th day of December, 1993.



TOMILEA ALLISON, Mayor
City of Bloomington

SYNOPSIS

The City of Bloomington requests the vacation of an encroachment by the Showers Building onto the north side of the 300 block of West Eighth Street.

Signed copies to:
Legal Dept.
Recorder
Assessor

16 November 1993

PLANNING STAFF REPORT TO THE COMMON COUNCIL

SUBJECT: Request for Public Right-of-Way (ROW) Vacation

LOCATION: A rectangular shaped parcel of Eighth Street between Morton and the CSX Railroad Right-of-Way consisting of a 1.54 to 2.35 foot width extending 183.93 feet along the north side of Eighth Street and representing the encroachment of the Showers building footprint into the Eighth Street right-of-way.

PETITIONER: William S. Riggert for Bloomington Municipal Facility Corporation

COUNSEL OR CONSULTANT: Linda Runkle

REPORT: At this time not all of the respondents have contacted the city concerning their utility interests in the parcel to be vacated. At the behest of the Legal and the Engineering Departments, this vacation request is being forwarded to Council in order to expedite a timely review. Between first reading, Nov. 17th and the final report to be given Dec. 1st, a review of these interests will be complete. Since the documented encroachment is minimal and timeliness is a priority, planning staff will present a partial report at the November meeting.

The parcel described above represents an encroachment of the existing Showers Building footprint into Eighth Street. The encroachment extends approximately 184 feet along the length of the Eighth Street frontage and varies from 1.5 to 2.35 feet in width. The petitioner requests vacation in order present clear title for the property and expedite financing for its eventual sale. The site is located between the CSX Railroad right-of-way and Morton Streets, north of Eighth Street. The Showers building is the former warehouse and factory for the Showers furniture company, now proposed to house facilities for CFC Inc., the City of Bloomington and Indiana University.

CRITERIA: The criteria utilized to review a public ROW vacation request are as follows:

CURRENT STATUS - ACCESS TO PROPERTY

Since the building encroachment into the thoroughfares is existing and has existed since its construction 83 years ago, there will be no substantive change with this vacation. The building is separated from the street pavement by a curb and 4' width of sidewalk. Eighth Street is designated as a local street at this location. The platted right-of-way is 42.5 feet. Engineering will report on plans for improvements to this thoroughfare. However these plans will not be affected by the

300 BLOCK OF W

Form Prescribed by State Board of Accounts

General Form #99P (Rev 1988)

CITY - CLERK

TO: The Herald-Times Dr.

(Governmental Unit)

Box 909

Monroe County, Indiana

Bloomington, IN 47402

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed 2 actual lines, neither of which shall total more than four solid lines of the type in which the body of the Advertisement is set)-Number of equivalent lines _____

Head-Number of lines _____

Body-Number of lines _____

Tail-Number of lines _____

Total number of lines in notice _____

COMPUTATION OF CHARGES:

29 lines 1 COLUMN wide, equals 29 equivalent lines
at 0.330 cents per line.....\$9.57

Additional Charges for notices containing rule
or tabular work (50% of above amount).....

Charge for extra proofs of publication.....
(\$1.00 for each proof in excess of two)

TOTAL AMOUNT OF CLAIM.....\$9.57

DATA FOR COMPUTING COST

Width of Single Column 12.5 ems Size of type 6 point

Number of insertions 1 time

Pursuant to the provisions and penalties of Ch 155, Acts 1953.
I hereby certify that the foregoing is just and correct, that the amount
claimed is legally due, after allowing all just credits, and that no part
of the same has been paid.

Date: 12/05/93

Leah Leahy
Title: billing clerk

PUBLISHER'S AFFIDAVIT

State of Indiana, Monroe County) ss
Personally appeared before me, a notary public in and
for said county and state, the undersigned, Leah Leahy
or Sue May who, being duly sworn, says that she is
billing clerk for The Herald-Times newspaper of
general circulation printed and published in the
English language in the city of Bloomington in state
and county aforesaid, and that the printed matter
attached hereto is a true copy, which was duly
published in said paper for 1 time(s), the dates of
publication being as follows:

1993 :
12/05

Leah Leahy

Subscribed and sworn to before me 12/05/93

John D. ... Notary Public
Monroe Co. Indiana
My Commission expires 1-10-96

vacated encroachment.

The following utility and service organizations were contacted for their comments regarding this vacation request:

Bloomington Fire Dept., has expressed no concerns or interests in the proposed vacation.

Bloomington Police Dept.,

Bloomington Public Works Dept.,

Bloomington Utilities Dept.,

Indiana Gas Co., Inc., has no interest in the proposed vacation.

Indiana Bell,

PSI Energy, has no facilities affected by the proposed vacation.

TCI of Indiana, Inc.,

NECESSITY FOR GROWTH OF THE CITY

Future Status: This project is part of the overall revitalization of the northwest quadrant of downtown. The investment represented in this project by the city, Indiana University and CFC, Inc. has already spawned another large scale rehabilitation in the vicinity: the Johnson Creamery which will be used as office space.

Proposed Private Ownership Utilization:


Vacation of the encroaching footprint will permit financing of a large scale office rehabilitation project. This project is of unique importance to the city which will relocate its municipal offices there.

DISCUSSION: Staff finds no interference with any existing plans which would result from the vacation of this parcel. The city has made upgrading of this urbanized office center and public space a priority. Therefore, in compliance with Master Plan directives to redevelop the district, staff gives contingent support to this petition.

RECOMMENDATION: Planning Staff is prepared to recommend approval subject to a completed review of all utility interests in the described property.

CITY OF BLOOMINGTON

INTERDEPARTMENTAL MEMORANDUM

TO: Dan Sherman
FROM: William S. Riggert 
SUBJ: Showers Building Vacation of Eighth Street
DATE: November 10, 1993

Per your request, the following is the description of the Showers Building encroachment onto Eighth Street:

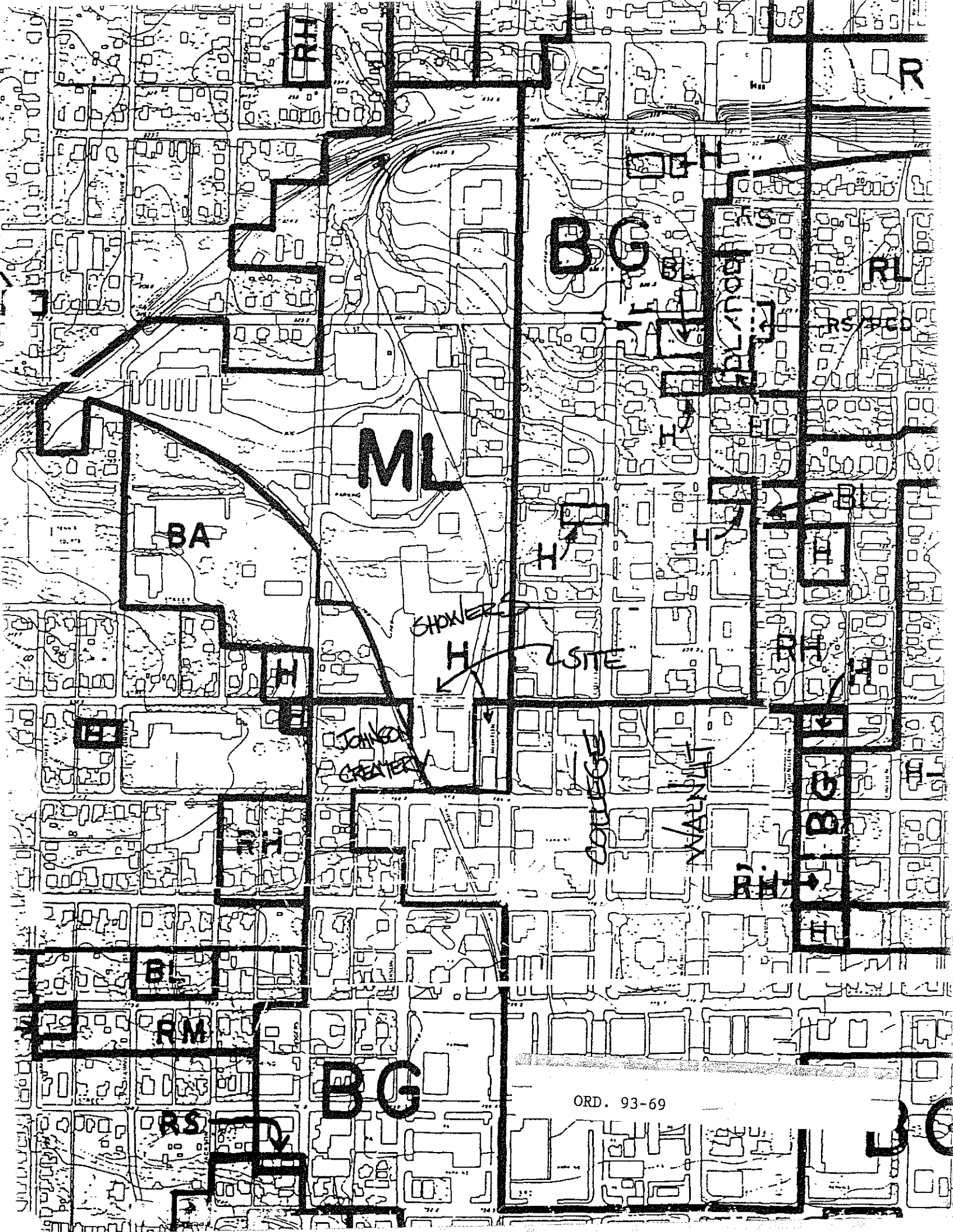
Being a part of Eighth Street as recorded in Deed Record "A," page 59, in the office of the Recorder of Monroe County, Indiana.

Commencing at the southeast corner of Outlot 38 to said City; thence North 89 degrees 59 minutes 13 seconds West 125.37 feet along the north right-of-way of Eighth Street to the Point of Beginning; thence leaving said right-of-way South 21 degrees 05 minutes 20 seconds West 1.54 feet; thence South 89 degrees 43 minutes 33 seconds West 183.38 feet; thence North 00 degrees 08 minutes 35 seconds West 2.35 feet; thence North 89 degrees 59 minutes 13 seconds East 183.93 feet to the Point of Beginning, containing 0.008 acres, more or less.

Attached, please find a sketch detailing the Showers Building encroachment onto Eighth Street.

If you have any questions contact me at your convenience.

ORD. 93-69



SHOWERS

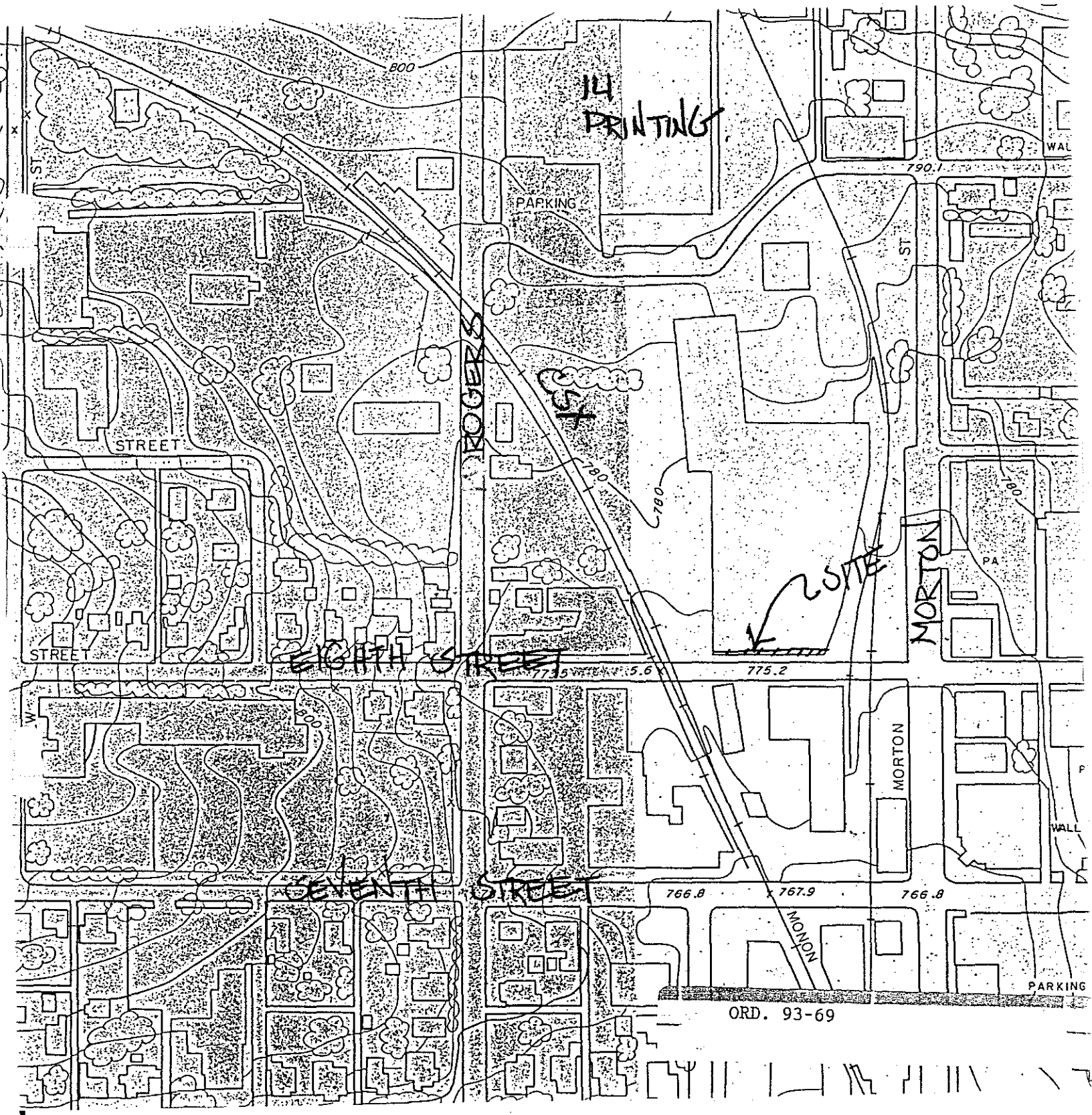
H SITE

JUNIOR CENTER

ROCK

VAULT

ORD. 93-69



14 PRINTING

PARKING

ROGERS ST

ST

STREET

STREET

EIGHTH STREET

MORTON

MORTON

SEVENTH STREET

STREET

MORTON

MONON

PARKING

ORD. 93-69

600

790.1

780

775.2

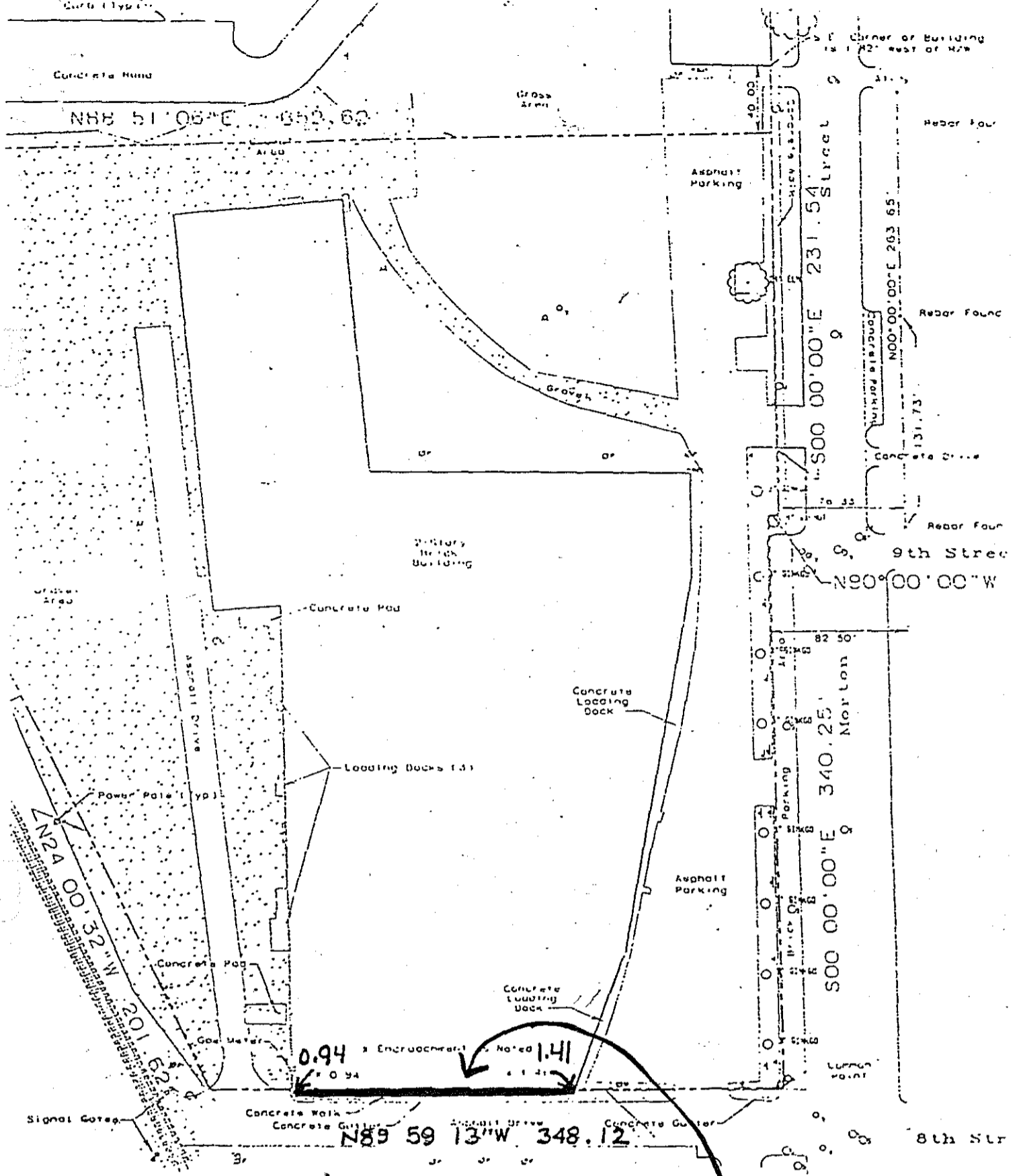
766.8

767.9

766.8

773.5

5.6



Encroachment as Noted

RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT

WHEREAS, the EIGHTH STREET DEVELOPMENT CORPORATION, Bloomington, Indiana, (hereinafter referred to as "EIGHTH STREET"), is the owner of certain improved real estate located at 400 West Seventh Street, Bloomington, Indiana and more particularly described as follows, to wit:

In Lots Number Two Hundred Ninety-three (293) and Two Hundred Ninety-four (294) in the City of Bloomington, Indiana, except that Part of said In Lots now used by the Chicago, Indianapolis and Louisville Railway Company right-of-way.

In Lots Number Two hundred and ninety-five (295) and Two hundred Ninety six (296) in the City of Bloomington.

ALSO, all that Part of In Lots Number Two hundred ninety-seven (297) and Two hundred ninety-eight (298) in the City of Bloomington, Indiana, lying immediately west of the Chicago, Indianapolis and Louisville Railway Company's right-of-way, and East of In Lots Number two hundred ninety five (295) and Two Hundred ninety six (296) in the City of Bloomington, Indiana.

ALSO, all that Part of what was formerly Madison Street in the City of Bloomington, Indiana, described as follows, to-wit: Beginning at the Southeast corner in In Lot Number Two hundred ninety six (296) running thence North to the Northeast corner of In Lot Number Two hundred ninety five (295), thence East to the Northwest corner of In Lot Number Two hundred ninety eight (298), thence South to the North line of Seventh Street, thence West to the place of beginning, all in the City of Bloomington, Indiana.

ALSO, all of that part of what was formerly Madison Street in the City of Bloomington, Indiana lying South of the South lines of In Lots Number Two hundred ninety four (294), and Two hundred Ninety nine (299), and West of the Chicago, Indianapolis and Louisville Railway Company's right-of-way, if said South lines were extended across Madison Street.

ALSO, an Alley, just north of In Lots Number two hundred ninety five (295) and Two hundred ninety eight (298) in the City of Bloomington, Indiana, and West of the Chicago, Indianapolis and Louisville Railway Company right-of-way, occupied by the Johnson Creamery Company.

(hereinafter "the Real Estate"); and,

WHEREAS, EIGHTH STREET has filed a petition to vacate portions of two parcels of property located adjacent to the Real Estate, in the CITY OF BLOOMINGTON (hereinafter referred to as "CITY") and within the right-of-way held by CITY along the north side of West Seventh Street and the east side of the alley which is adjacent to the west side of the Real Estate; and,

WHEREAS, CITY wishes to cooperate in said endeavor by facilitating said vacation of parcels in the right-of-way which it holds at said location; and,

WHEREAS, CITY requires certain agreements and assurances from EIGHTH STREET regarding the sanitary sewer located in the alley to the west of the Real Estate and within CITY'S right-of-way, as well as the storm sewer which exists below and adjacent to the improvements which exist on the Real Estate;

NOW THEREFORE, in consideration for the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, EIGHTH STREET by its president, Joseph R. Harrell, for EIGHTH STREET and its officers, directors, agents, employees, members, successors and assigns, does hereby acknowledge and agree to release and hold harmless CITY for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, of or accruing to EIGHTH STREET which may occur upon the Real Estate as a result of CITY'S continuing activities in maintaining, repairing or removing the sanitary sewer or storm sewer which the Real Estate or the adjacent right-of-way owned by CITY, and for the same consideration hereby agrees to indemnify, defend, hold harmless, release, waive and forever discharge the CITY, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the CITY, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, occurring upon the Real Estate including reasonable attorneys' fees and court costs, which may occur as a result of CITY'S activities in effecting said maintenance, repairs or removal, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract, except where said claim results from the negligent acts or omissions of the CITY.

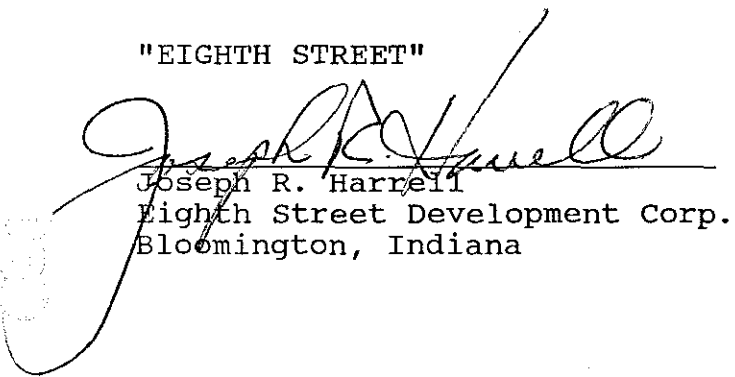
EIGHTH STREET expressly agrees that the foregoing RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT is intended to be as broad as permitted by law and if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

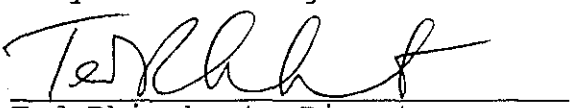
CITY expressly agrees that in the event that any maintenance, repair or reconstruction is planned for the sanitary sewer and storm sewer described herein the RELEASE shall give EIGHTH STREET ten (10) days' written notice of the commencement of such activities, provided, however, that no notice shall be required when emergency repair or maintenance is to be undertaken.

THE PARTIES, INTENDING TO BE BOUND, hereby execute this
RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT the ____ day of
_____, 1993.

"EIGHTH STREET"

"CITY"

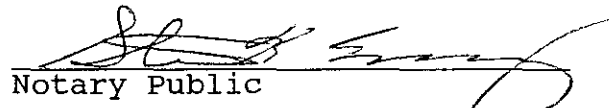

Joseph R. Harrell
Eighth Street Development Corp.
Bloomington, Indiana

Michael M. Phillips, Director
Utilities Department
City of Bloomington

Ted Rhinehart, Director
Public Works Department
City of Bloomington

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State,
personally appeared Joseph R. Harrell, the President of Eighth
Street Development Corporation, who acknowledged execution of the
above and foregoing RELEASE, HOLD HARMLESS AND INDEMNIFICATION
AGREEMENT, the 15 day of November, 1993.

IN WITNESS WHEREOF, I have hereunto subscribed my name and
affixed my official seal.


Notary Public
Steven K. Emery
Typed or Printed Name

My Commission Expires: July 28, 1995

My County of Residence: Monroe

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Michael M. Phillips, the Director of the City of Bloomington Utilities Department, who acknowledged execution of the above and foregoing RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT, the ___ day of _____, 1993.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Notary Public

Typed or Printed Name

My Commission Expires: _____

My County of Residence: _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Ted Rhinehart, the Director of the City of Bloomington Public Works Department, who acknowledged execution of the above and foregoing RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT, the 17th day of November, 1993.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Penny S. Myers
Notary Public

Penny S. Myers
Typed or Printed Name

My Commission Expires: 6/22/95

My County of Residence: Monroe

This instrument prepared by Vickie R. Renfrow, Attorney at Law, City of Bloomington, Post Office Box 100, Bloomington, Indiana 47402-0100.

STORM WATER DRAINAGE EASEMENT

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Eighth Street Development Corp., an Indiana corporation, hereinafter referred to as "Grantor", does hereby grant unto the City of Bloomington Public Works Department, of Monroe County, Indiana, and its successors and assigns, hereinafter referred to as "Grantee", a perpetual and nonexclusive easement for the purpose of maintaining, operating, repairing, expanding, servicing, and modifying a storm sewer line over, under, along, and across the following described real estate situated in Monroe County, Indiana, to-wit:

The existing storm water drainage facility as presently and actually located upon a part of In lots 293, 294, 295, 296, 297, and 298 to the City of Bloomington, Indiana as found in Plat Book A, Page 5, in the office of the Recorder of Monroe County, Indiana, as may be determined by survey during rehabilitation of the structures located thereon. The parties agree that a more detailed description shall be substituted for this description after rehabilitation of the structures and actual location of the storm water drainage facility.

The Grantor reserves the use of the above-described real estate not inconsistent with this grant. This easement is located upon certain real estate owned by Grantor herein and more particularly described in a deed to Grantor recorded at Deed Record 415, page(s) 161-162, in the office of the Recorder of Monroe County, Indiana.

This easement shall constitute a right-of-way and is granted for the purpose of permitting the Grantee the right to enter upon the above-described real estate for maintaining, operating,

repairing, expanding, servicing and modifying said storm water drainage facility line as may become necessary from time to time.

It is further understood and agreed that as additional consideration for the granting of this easement and right-of-way, the Grantee hereby promises and agrees that it shall not remove or have the right hereunder to demand removal of any structure or improvement presently located upon the easement granted hereunder. However, in the event that any structure or building presently located upon the easement is destroyed or removed, no permanent structure shall be erected upon such easement. After any maintenance of the underground storm water drainage facility the City shall repair any and all damage done to the real estate over which the easement and right-of-way has been granted and agrees to place such land in as good a condition as the same were in immediately prior to the execution of this easement and right-of-way and prior to the maintenance of said underground facility, provided however, that the City shall not be responsible for the repair or replacement of any building or permanent structure damaged by such repair or maintenance.

IN WITNESS WHEREOF, the Grantor has set its hand and seal this 17th day of November, 1994.

EIGHTH STREET DEVELOPMENT
CORP.

BY: Joseph R. Harrell
JOSEPH R. HARRELL, PRESIDENT


CITY OF BLOOMINGTON PUBLIC WORKS
DEPARTMENT

BY: Ted Rhihehart
Ted Rhihehart, Director Public
Works Department, City of
Bloomington.

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Joseph R. Harrell, the President of Eighth Street Development Corp., who acknowledged execution of the above and foregoing Storm Water Drainage Easement on behalf of said Eighth Street Development Corp., and who, having been duly sworn, statee that the representations therein contained are true.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 15 day of November, 1993.

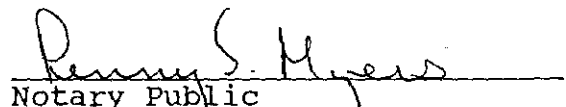

Notary Public
Steven K. Emery
Typed or Printed Name

My Commission Expires: JULY 28, 1995
My County of Residence is: Monroe

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Ted Rhinehart, the Director of The City of Bloomington Public Works Department, who acknowledged execution of the above and foregoing Storm Water Drainage Easement on behalf of The City of Bloomington Public Works Department, and who, having been duly sworn, stated that the representations therein contained are true.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 17th day of November, 1993.


Notary Public
Penny S. Myers
Typed or Printed Name

My Commission Expires: 6/22/95
My County of Residence is: Monroe

This instrument prepared by Steven K. Emery, a member of the firm of HARRELL, COYNE & EMERY, P.C., 205 N. College Avenue, Suite 400, P.O. Box 5667, Bloomington, Indiana, 47407-5667.
Jj93-113