



**WELLS COUNTY COUNCIL ORDINANCE NO. 2020-09**

*A ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE  
FOR ADDITIONAL RIGHT-OF-WAY FOR THE BRIDGE 99,  
HOOSIER HIGHWAY AND ASH ROAD PROJECT*

COMES NOW the WELLS COUNTY COUNCIL, and by ordinance says as follows:

THE BOARD OF COMMISSIONERS OF THE COUNTY OF WELLS, as the County Executive of Wells County, Indiana, pursuant to IC 36-2-2-20 may make orders concerning the sale and acquisition of county property; however, a conveyance or purchase by a county of land having a value of one thousand dollars (\$1,000) or more must be authorized by an ordinance of the county fiscal body fixing the terms and conditions of the transaction.

The Commissioners are interested in purchasing from KEVIN REINHARD, for and in consideration of \$9,230.00, the real estate located in Wells County, in the State of Indiana (hereinafter referred to as "the Real Estate") shown in "Exhibit A" attached hereto and made a part hereof, more particularly described as follows, to-wit:

A part of the west half of the Southeast Quarter of Section 19, Township 26 North, Range 12 East, Wells County, Indiana, being portions of "Tract One", "Tract Two", and "Tract Three", all described in Deed Book 128, Page 277 (all referenced documents are recorded in the Office of the Recorder of Wells County, Indiana), and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-Of-Way Parcel Plat marked Exhibit "B", more particularly described as follows: Commencing at the southwest corner of said Southeast Quarter, designated as point "2" on said Parcel Plat; thence North 0 degrees 06 minutes 25 seconds West (bearings based on the Location Control Route Survey Plat for this project, recorded as Instrument Number 20194364) 847.96 feet along the west line of said Southeast Quarter to the centerline of Hoosier Highway (formerly known as "Bluffton & Salomonie Gravel Road"); thence North 49 degrees 39 minutes 35 seconds East 368.34 feet along said centerline; thence North 50 degrees 58 minutes 11 seconds East 15.00 feet along said centerline to the point of beginning; thence North 39 degrees 01 minute 49 seconds West 40.00 feet to the point designated as "1202" on said Parcel Plat; thence North 50 degrees 58 minutes 11 seconds East 277.38 feet to the point designated as "1203" on said Parcel Plat; thence Northeasterly 199.31 feet along an arc to the left and having a radius of 960.00 feet and subtended by a long chord having a bearing of North 45 degrees 01 minute 19 seconds East and a length of 198.96 feet to the point designated as "1204" on said Parcel Plat; thence North 27 degrees 13 minutes 06 seconds East 167.23 feet to the point designated as "1205" on said Parcel Plat; thence North 27 degrees 08 minutes 13 seconds East 98.50 feet to the point designated as "1206" on said Parcel Plat; thence South 63 degrees 20 minutes 10 seconds East 20.00 feet to the point designated as "1207" on said Parcel Plat; thence North 26 degrees 39 minutes

50 seconds East 364.00 feet to the point designated as "1208" on said Parcel Plat; thence South 63 degrees 20 minutes 10 seconds East 39.83 feet to the centerline of said Hoosier Highway; thence South 26 degrees 28 minutes 50 seconds West 280.79 feet along said centerline; thence South 26 degrees 57 minutes 39 seconds West 125.00 feet along said centerline to the centerline of Neff Ditch (formerly known as "*Prong #1 Rock Creek Ditch*"), being the southwest corner of the Harold R. and Lesley J. Gaskill real estate described in Deed Book 147, Page 617; thence South 52 degrees 13 minutes 15 seconds East 60.96 feet along said centerline of Neff Ditch and the southwestern line of said Gaskill real estate; thence South 26 degrees 46 minutes 21 seconds West 23.45 feet to the point designated as "1215" on said Parcel Plat; thence South 36 degrees 18 minutes 26 seconds West 179.36 feet to the point designated as "1216" on said Parcel Plat; thence South 20 degrees 35 minutes 56 seconds West 62.83 feet to the point designated as "1217" on said Parcel Plat; thence South 53 degrees 28 minutes 10 seconds West 20.00 feet to the centerline of Ash Road, being the northeast line of the James A. and Tonya S. Ragg real estate described in Deed Book 151, Page 419; thence North 36 degrees 31 minutes 50 seconds West 55.07 feet along said centerline and northeast line to the centerline of said Hoosier Highway, being the north corner of said Ragg real estate; thence along said centerline and the northwestern line of said Ragg real estate Southwesterly 72.44 feet along an arc to the right and having a radius of 470.00 feet and subtended by a long chord having a bearing of South 46 degrees 33 minutes 15 seconds West and a length of 72.37 feet; thence South 50 degrees 58 minutes 11 seconds West 174.78 feet along said centerline and said northwestern line to the west corner of said Ragg real estate; thence South 44 degrees 59 minutes 12 seconds East 40.22 feet along the southwestern line of said Ragg real estate; thence South 50 degrees 58 minutes 11 seconds West 209.52 feet to the point designated as "1224" on said Parcel Plat; thence North 39 degrees 01 minute 49 seconds West 40.00 feet to the point of beginning and containing 1.671 acres, more or less, inclusive of the presently existing right-of-way, which contains 0.748 acres, more or less.

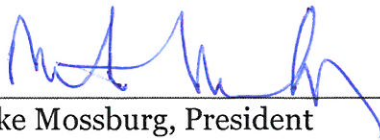
to improve traffic safety in the area by upgrading the curve and intersection of Hoosier Highway and Ash Road in addition to the road improvements which will provide greater safety, various ditches and drainage improvements are also being made in the area and bridge replacement of Wells County Bridge 99 which carries Hoosier Highway over Neff Ditch (which may hereinafter be collectively referred to as "the Improvements"), and have made an offer to KEVIN REINHARD to purchase the Real Estate ("the Offer"), which has been accepted, a copy of which is attached hereto and made a part hereof by reference.

The WELLS COUNTY COUNCIL, by this ordinance pursuant to IC 36-2-2-20 authorizes the purchase of the Real Estate from KEVIN REINHARD by the Commissioners and fixes the terms and conditions of the transaction as set out in the Offer.

Presented to the Wells County Council, and adopted this 6<sup>th</sup> day of ~~June~~<sup>May</sup>, 2020.

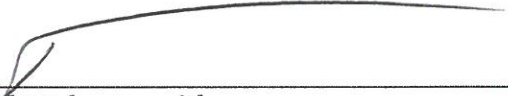


Aye                      Nay

  
Mike Mossburg, President

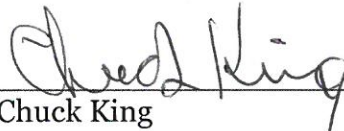


Aye                      Nay

  
Todd Mahnensmith



Aye                      Nay

  
Chuck King



Aye                      Nay

  
Vicki Andrews

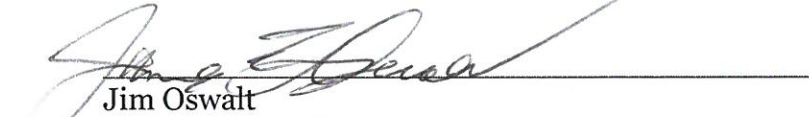


Aye                      Nay

  
Steve Huggins

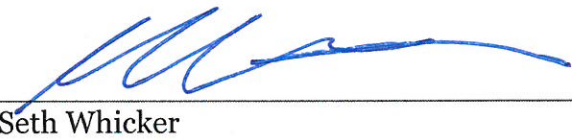


Aye                      Nay

  
Jim Oswalt



Aye                      Nay

  
Seth Whicker

ATTEST:

  
Lisa McCormick, Auditor

This instrument was prepared by the Wells County Attorney, Roy R. Johnson, Attorney No. 4937-90, 116 South Main St., Bluffton, IN 46714. *I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.* Lisa McCormick

**UNIFORM PROPERTY OR EASEMENT  
ACQUISITION OFFER**

To: Kevin Reinhard  
Address: 2882 E 500 South  
Bluffton, IN 46714

(who may hereinafter be collectively referred to as "you", "your", or "owner")

THE BOARD OF COMMISSIONERS OF THE COUNTY OF WELLS, as the County Executive of Wells County, Indiana (condemnor), is authorized by Indiana law to obtain your property or an easement across your property for certain public purposes. THE BOARD OF COMMISSIONERS OF THE COUNTY OF WELLS, as the County Executive of Wells County, Indiana (condemnor) needs your property to improve traffic safety in the area by upgrading the curve and intersection of Hoosier Highway and Ash Road in addition to the road improvements which will provide greater safety, various ditches and drainage improvements are also being made in the area and bridge replacement of Wells County Bridge 99 which carries Hoosier Highway over Neff Ditch (which may hereinafter be collectively referred to as "the Improvements"), and needs to take the fee simple interest in the real estate located in Wells County, Indiana, more particularly described in Exhibit "A", attached hereto and made a part hereof by reference.

It is our opinion that the fair market value of the property we want to acquire from you (which may hereinafter be referred to as "the Real Estate") is \$9,230.00, and, therefore, THE BOARD OF COMMISSIONERS OF THE COUNTY OF WELLS, as the County Executive of Wells County, Indiana (condemnor) offers you \$9,230.00 for the fee simple interest in the Real Estate. You have thirty (30) days from this date to accept or reject this offer. If you accept this offer, you may expect payment in full within ninety (90) days after signing the documents accepting this offer and executing the deed, and provided there are no difficulties in clearing liens or other problems with title to the Real Estate. Possession will be required thirty (30) days after you have received your payment in full.

**HERE IS A BRIEF SUMMARY OF YOUR OPTIONS AND  
LEGALLY PROTECTED RIGHTS:**

1. By law, THE BOARD OF COMMISSIONERS OF THE COUNTY OF WELLS, as the County Executive of Wells County, Indiana (condemnor) is required to make a good faith effort to purchase your property.

2. You do not have to accept this offer and THE BOARD OF COMMISSIONERS OF THE COUNTY OF WELLS, as the County Executive of Wells County, Indiana (condemnor) is not required to agree to your demands.
3. However, if you do not accept this offer, and we cannot come to an agreement on the acquisition of your property, THE BOARD OF COMMISSIONERS OF THE COUNTY OF WELLS, as the County Executive of Wells County, Indiana (condemnor) has the right to file suit to condemn and acquire the property in the county in which the property is located.
4. You have the right to seek advice of an attorney, real estate appraiser, or any other person of your choice on this matter.
5. You may object to the public purpose and necessity of this project.
6. If THE BOARD OF COMMISSIONERS OF THE COUNTY OF WELLS, as the County Executive of Wells County, Indiana (condemnor) files a suit to condemn and acquire your property and the court grants its request to condemn, the court will then appoint three appraisers who will make an independent appraisal of the property to be acquired.
7. If we both agree with the court appraisers' report, then the matter is settled. However, if either of us disagrees with the appraisers' report to the court, either of us has the right to ask for a trial to decide what should be paid to you for the property condemned.
8. If the court appraisers' report is not accepted by either of us, then THE BOARD OF COMMISSIONERS OF THE COUNTY OF WELLS, as the County Executive of Wells County, Indiana (condemnor) has the legal option of depositing the amount of the court appraisers' evaluation with the court. And if such a deposit is made with the court, THE BOARD OF COMMISSIONERS OF THE COUNTY OF WELLS, as the County Executive of Wells County, Indiana (condemnor) is legally entitled to immediate possession of the property. You may, subject to the approval of the court, make withdrawals from the amount deposited with the court. Your withdrawal will in no way affect the proceedings of your case in court, except that, if the final judgment awarded you is less than the withdrawal you have made from the amount deposited, you will be required to pay back to the court the amount of the withdrawal in excess of the amount of the final judgment.
9. The trial will decide the full amount of damages you are to receive. Both of us will be entitled to present legal evidence supporting our opinions of the fair market value of the property. The court's decision may be more or less than this offer. You may employ, at your cost, appraisers and attorneys to represent you at this time or at any time during the course of the proceeding described in this notice.

10. Copies of the survey of the property we want to acquire from you are attached hereto as "Exhibit B" and made a part hereof by reference.
11. **Purchase Subject to Approval of the Wells County Council.** The purchase of the Real Estate is subject to the approval of The Wells County Council.
12. If you have any questions concerning this matter you may contact us at:  
Lisa McCormick, County Auditor  
102 W. Market Street, Suite 206  
Bluffton, IN 46714  
Telephone: (260) 824-6470


This offer was made to the owner(s):

To: Kevin Reinhard  
Address: 2882 E 500 South  
Bluffton, IN 46714

on MAY 04 2020.

THE BOARD OF COMMISSIONERS  
OF THE COUNTY OF WELLS:

  
\_\_\_\_\_  
Blake Gerber

  
\_\_\_\_\_  
Kevin S. Woodward

  
\_\_\_\_\_  
Tamara Robbins

ATTEST:

  
\_\_\_\_\_  
Lisa McCormick, Auditor



If you decide to accept the offer of \$9,230.00 made by THE BOARD OF COMMISSIONERS OF THE COUNTY OF WELLS, as the County Executive of Wells County, Indiana (condemnor) sign your name below and mail this form to the address indicated above. An additional copy of this offer has been provided for your file.

ACCEPTANCE OF OFFER

I (We), (owner) owner(s) of the above described property or interest in property, hereby accept the offer of \$9,230.00 made by THE BOARD OF COMMISSIONERS OF THE COUNTY OF WELLS, as the County Executive of Wells County, Indiana (condemnor) on this 6<sup>th</sup> day of April, 2020.

[Signature]  
Signature name: (owner)

Kevin Reinhard  
Printed name: (owner)

NOTARY'S CERTIFICATE

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF WELLS         )

Subscribed and sworn to before me this 27 day of April, 2020.

My Commission Number:  
686764

My Commission Expires:  
6-13-24

[Signature]  
Notary Public  
Lindsay Jo Burnau  
Notary's printed or typed name  
Resident of Wells County, IN

