

NOTICE OF DISPOSAL OF REAL PROPERTY

Notice is hereby given that the Southeastern Indiana Community Preservation & Development Corporation, SICPDC, (the "Owner"), intends to dispose of the following described real properties by accepting bids for its purchase from interested developers:

Vacant Lots	Minimum Bid Price
• <u>202 S. Pleasant St., Milroy, IN</u>	• <u>\$5,000.00</u>

Bids for the purchase of these properties will be accepted at the Rush County Community Foundation at 117 N Main Street, Rushville, Indiana 46173, beginning on **July 17, 2025** and continuing from day to day until **August 15, 2025** at 9:00 A.M., local time. **A pre-bid meeting will be held at the Rush County Community Foundation at 3:00PM on Tuesday, August 5, 2025.** Bids received will be read aloud at the Rush County Community Foundation's Blight Committee meeting on **August 15, 2025 at 10:00AM.** All bids received after **9:00 A.M. on August 15, 2025,** or after acceptance of a bid will be returned unopened. The Owner may, before **October 15, 2025** sell the property to the highest and best bidder.

Bid packets will be available for pickup on July 17, 2025 at the Rush County Community Foundation, 117 N Main Street, Rushville, Indiana 46173 and on RCCF's website: <https://rushcountyfoundation.org>

All bids shall be enclosed in a sealed envelope marked "**Rush County Revitalization Program**" and address of property on the outside addressed to the Rush County Community Foundation Blight Committee and addressed to or delivered to the Rush County Community Foundation, c/o Chris May, 117 N Main Street, Rushville, Indiana 46173. *(Bids delivered after hours may be left in drop box on front of RCCF building facing Main St.)* Each bid should contain the bid application form, the amount to be bid for the Property and include a bid deposit check (cashier's or certified check only) in the amount of *2% of bid* made out to the Southeastern Indiana Community Preservation & Development Corporation. This amount will be used as earnest money and applied towards the purchase price or returned within sixty (60) days from the final day bids are accepted if you are not the winning bidder. If the transaction fails to close within a reasonable period of time from the date of bid award due to any reason except for those in the control of the Owner, the Owner may keep your earnest money as liquidated damages and award the bid to the next bidder as determined by the Blight Committee. Bids must be accompanied by proof of financial ability to close this transaction from a lending institution as well as a copy of the applicant's credit report.

If the Buyer requires title insurance, the Buyer shall be solely responsible for arranging for the procurement of such insurance, and for the payment of all premiums and fees associated with such title insurance, including any and all closing fees or charges imposed by the title company. Buyer will assume responsibility for any property taxes due after acquisition of the property. Seller shall not pay any commission on the sale of the Property. No additional conditions of sale or contingencies will be allowed.

The Property may not be sold to an ineligible person as defined in I.C. 36-1-11-16. A bid submitted by a Trust must identify each of the following: 1) Beneficiary of the Trust, and 2) settler empowered to invoke or modify the Trust. Bids must provide for cash at closing.

Any sale of the Property shall be final and the Property shall be conveyed on an as-is basis without any indemnification, representation or warranty of kind by the Owner other than warranty of title. All bids must be unconditional and must remain open no less than sixty (60) days following the final day bids are accepted. The Owner reserves the right to reject any and all bids and to waive any informality, irregularity or omission in any bid or bidding procedure. Failure to follow bidding instructions may disqualify your bid. Final transfer of the property is subject to approval of the Rush County Community Foundation Blight Committee.

All requests for appointment should be directed to Victoria Bechert or Kiley Sparks at the Southeastern Indiana Regional Planning Commission (SIRPC) at 812-689-5505.

SIRPC/Rush County Community Foundation

Rush County Revitalization Program

Proposal/Bid Form

202 S Pleasant St., Milroy, IN 46156

Bid delivered or mailed to:

**Rush County Community Foundation
c/o Chris May
117 N Main Street
Rushville, Indiana 46173
Phone: (765) 938-1177**



REQUEST OF PROPOSALS

For properties that have a viable reuse, The Southeastern Indiana Community Preservation & Development Corporation in conjunction with the Rush County Community Foundation will request proposals from developers, individuals, non-profit developers, for-profit developers, or partnerships including any type of development entity. Successful proposals will identify the proposed reuse of the property, scope of construction of a single family home, financing, property management or other related information relevant to the details of a proposal.

The request for proposals concern vacant lots within Rush County. The purpose of this RFP process is to trigger measurable change to the neighborhood's housing market thus, requests may include more than one property. The request for proposals (RFP) process is competitive. Responses must be received by a proposed deadline and follow the RFP format outlined in the submission format section of the RFP notice.

RPF or Bid/Application Criteria: The decision to award a property will be based on the scoring criteria in the Evaluation Matrix. The best bidder being an individual or business that demonstrates that their proposed reuse will have a positive impact on the community, area and/or employment and that it has sufficient financing to achieve its redevelopment/business plan.

Bid Steps:

- Solicit developers-advertised on Rush County Community Foundation (RCCF) website and social media & mailed to interested developers (25/30-day notice)
- Pre-Bid Meeting at Rush County Community Foundation
- Bids/applications received at Rush County Community Foundation:
117 N. Main St. Rushville, IN 46173 (Bids delivered after hours may be left in drop box on front of RCCF building facing Main St.)
- Open at Rush County Community Foundation Blight Committee meeting
- Blight Committee to score proposals utilizing scoring matrix
- SIRPC/Rush County Community Foundation may contact applicant for more information or clarity, etc.
- Approval or denial is then made by the Rush County Community Foundation Blight Committee.
- If approved, SIRPC will prepare property documents including property purchase agreement and covenant with 5-year term for \$5,000.00. The lien will be released after 5 years, or after the property is developed-whichever comes first.

Bid Submission Requirements:

- Completed Bid Form
- Earnest Money (2% of bid price)
- Credit Report (Free credit report available at [freescore.com](https://www.freescore.com) or [creditsesame.com](https://www.creditsesame.com))
- Proof of Funds for Purchase
- Site plans or details for new construction build.

Scoring/review Criteria:

- Proposed reuse (ownership vs rental)
- Financial capacity (funding in place, credit history, etc.)
- Bid or offer amount
- Investment
- Scope of Work
- Development Experience
- Development Timeline

Rush County Infill Housing Program Application**Bidder Information:**

Name	Address	Phone	Social Security #	E-mail Address

Vacant Lot Information:

Purpose or reuse of lot: _____

Describe single family construction plans for lot and funding to be used if applicable (attach cost estimates): _____

Is funding in place for development? If yes how much \$_____ and by whom (bank, owner, etc.) Also provide proof of funds (loan preapproval letter, bank statement, etc.) _____

Other properties owned or developed by bidder: _____

Personal References:

Name	Address	Phone #

Real Property Bid Form:

I, _____ hereby submit a bid in the amount of _____ on
The real property located at _____ .

I fully understand in making this bid that in order to be considered, it must be received no later than 9:00 A.M., Friday August 15, 2025. Attached is a certified or cashier's check in the amount of \$ _____, made payable to Southeastern Indiana Community Preservation & Development Corporation (SICPDC), which represents an earnest money deposit of not less than Two (2%) percent of this bid. If my bid is accepted and I fail and/or refuse, or I am unable to close the transaction at time of delivery of Deed, my deposit will be retained as liquidated damages. It is understood that the balance of the successful bid will be due upon delivery of duly executed deed. All bids are subject to acceptance or rejection at the discretion of the Rush County Community Foundation Blight Committee and SICPDC/SIRPC.

Grantee Name (s) to appear on deed if successful bidder:

Certifications:

Please read the following and sign below.

The information in this Application is provided for the purpose bidding on property through the county's Infill Housing Program. The information is accurate to the best of my knowledge. I understand that the Housing Infill Program retains the sole discretion as to whether this Application is approved, disapproved, or modified. It is my right to accept or decline the amount, rate and terms approved by the Program.

Name (Printed): _____ Name (Printed): _____

Signature: _____ Signature: _____

Date: _____

Date: _____

LIEN AND RESTRICTIVE COVENANT AGREEMENT

Rush County Infill Housing Program

A Lien and Restrictive Covenant Agreement ("Agreement") is made by and between, _____ the Owner(s) of certain real estate located at **202 S. Pleasant St., Milroy, IN 46156** in **Rush** County, State of Indiana, more particularly described on "Exhibit A" ("Real Estate"), and the undersigned, **Southeastern Indiana Community Preservation & Development Corporation (SICPDC)**, located at **405 W US 50, Versailles, IN 47042**

The Southeastern Indiana Community Preservation & Development Corporation has the exclusive right to enforce the terms of and protect the interests created by this instrument.

I. PURPOSE

- A. Owner applied for and received a property through the Rush County Revitalization Program to be used for rehabilitation and residence for a 5 year period, or until property is fully developed to be sold.
- B. Recording to reflect value of the property: **202 S Pleasant St., Milroy, IN 46156** **Five thousand dollars and 00/100 Dollars (\$5,000.00)**, which assistance is subject to all of the requirements of the Program.
- C. Bidder/Owner and SICPDC have represented to the County that the Real Estate shall comply with all applicable construction, occupancy, and affordability requirements of the Program and that Owner(s) shall develop the property with a new construction infill single family housing structure.
- D. The Program requires that certain use restrictions be imposed upon any real estate assisted by funds awarded by to ensure that the benefits of such funds remain with the intended Beneficiaries under the Program.
- E. Specifically, The SICPDC requires restrictive covenants be placed on the Real Estate at time of property acquisition, to remain in effect for a period of 5 years or until the property is fully developed, required by the Rush County Revitalization Program Plan which period is indicated below by an "X":

	Lien Value	Term of Restrictive Covenants
X	\$5,000	5 years

II. AGREEMENT

SICPDC hereby impose the following restrictive covenants upon the Real Estate, which shall be enforceable by Rush County, and Owner(s) hereby warrants, grants and conveys to SICPDC a lien upon the Real Estate for the period specified above (the "Lien").

This lien shall remain in effect for a period of five (5) years from the date of property acquisition or until full completion of the proposed development project, whichever comes first, and is subject to the following terms and conditions:

1. Property Maintenance

The Property must be regularly and properly maintained throughout the duration of the development process. This includes, but is not limited to, mowing, weed control, and general upkeep to prevent deterioration or blight.

2. Development Timeline

- **Commencement:** Construction must begin within **one (1) year** of property acquisition.
- **Completion:** Construction must be fully completed within **two (2) years** of acquisition.
- **Scoring Bonus:** Applicants proposing a one year development timeline may receive additional scoring points during proposal evaluation.
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3. Use Restrictions

The proposed end use of the Property, as detailed in the approved application, shall not be altered without prior written approval from SICPDC. A change in the proposed use may constitute a breach of this agreement.

4. Transfer Restrictions

The Property may **not be sold, transferred, or otherwise conveyed** to another party prior to the completion of the approved development project. Any unauthorized transfer shall trigger the reversion clause below.

5. Clawback and Reversion of Property

Failure to comply with any of the terms outlined in this agreement, including but not limited to:

- failure to maintain the property;

- failure to commence or complete construction within the specified timeline;
- unauthorized change in use; or
- unauthorized transfer or sale of the property

shall result in the automatic reversion of ownership of the Property to SICPDC.

SICPDC shall retain the right to enforce this lien and reclaim the Property without compensation or reimbursement to the current titleholder in the event of non-compliance.

A. Recapture will be triggered by any of the following events ("Recapture Event"):

1. Owner(s)'s transfer or conveyance of the Real Estate by deed, land contract, lease, or otherwise, at any time within the applicable Affordability Period;
2. Commencement of foreclosure proceedings by any mortgagee, or transfer of instrument in lieu of foreclosure, within 5 years from the effective date of this Agreement; or
3. Property no longer being used nor leased by Bidder/Owner in accordance with the program requirements.
4. Property not renovated or habited in accordance with the Program requirements
5. Property owner behind on their property taxes
6. Property not insured

B. This Agreement shall be binding upon the Real Estate and shall constitute covenants running with the land. Bidder/Owner and Owner(s) agree that any and all requirements of the laws of the State of Indiana which must be satisfied so that the provisions of this Agreement constitute valid and binding deed restrictions and covenants running with the Real Estate shall be satisfied in full. Except as otherwise provided herein, the covenants and restrictions contained herein shall survive and be effective throughout the Affordability Period, regardless of whether any contract, deed or other instrument hereafter executed conveying the Real Estate or a portion thereof provides that such conveyance is subject to this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns. ____ day of _____, 2025.

IN WITNESS WHEREOF, Owner(s) and Bidder/Owner have caused this Agreement to be signed by duly authorized representatives, on the day and year first written above.

OWNER(S)/ CO-OWNER(S):

By: _____

By: _____

Printed: _____

Printed: _____

STATE OF INDIANA)
) SS:
COUNTY OF Rush)

Before me, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged that the foregoing Lien and Restrictive Covenant Agreement was executed in such capacity as its voluntary act and deed and that the foregoing representations are true and correct.

WITNESS my hand and seal this ____ day of _____, 20____.

A Resident of _____ County, Indiana

My Commission Expires: _____

BIDDER/OWNER:

By: _____

Title: **Executive Director, SICPDC**

STATE OF INDIANA)
) SS:
COUNTY OF Rush)

Before me, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged that the foregoing Lien and Restrictive Covenant Agreement was executed in such capacity as its voluntary act and deed and that the foregoing representations are true and correct.

WITNESS my hand and seal this ____ day of ____, 20____.

A Resident of _____ County, Indiana

My Commission Expires: _____

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Victoria Bechert

Rush County Revitalization Program/Scoring Matrix

Vacant Lots

Scoring/review Criteria	Points
<p>Proposed reuse (building home for ownership or sale, building home for rental)</p> <p><i>More points will be awarded to bidders who propose to build and sell as opposed to building for a rental.</i></p>	1-10 points
<p>Financial capacity (funding in place, credit history, etc.):</p> <p><i>Applicants will be scored on whether they provided proof that they have their funding in place to build a single family home</i></p>	1-10 points
<p>Bid or offer amount:</p> <p><i>Applications with higher offer/bids will receive a higher weighted score</i></p>	1-10 points
<p>Investment:</p> <p><i>Applicants will be scored based on the amount of proposed investment they are willing to make into the property</i></p>	1-10 points
<p>Scope of Work:</p> <p><i>Applications will be scored on the scope of work and proposed build they are proposing for the property</i></p>	1-10 points
<p>Development Experience</p> <p><i>Applicants will be scored based on their history of ownership and/or development of past projects and quality of properties development or owned in the county.</i></p>	1-10 points
<p>Development Timeline</p> <p><i>Applicants are required to begin construction within 1 year and complete the build within 2 years. 5 points will be awarded to those developers who commit to meeting the minimum requirement. Additional points will be awarded for a quicker timeline of one year or less..</i></p>	1-10 points
Total Points	/70 points