

RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF NASHVILLE, INDIANA

The Town Council ("Town Council") of the Town of Nashville, Indiana ("Nashville") met at a duly called and authorized meeting of the Town Council held on the date set forth below, such meeting being called pursuant to a notice stating the time, place, and purpose of the meeting received by all the Town Council members, and the following resolution was made, seconded, and adopted by a majority of those present at the meeting, which constituted a legal quorum of the Town Council.

WHEREAS, I.C. 5-22-22-10 provides a procedure for the exchange of property between governmental bodies in the State of Indiana upon terms and conditions agreed upon by the bodies as evidenced by adoption of substantially identical resolutions by each entity; and

WHEREAS, I.C. 5-22-22-10(b) permits such a transfer to be made for any amount of property or cash as agreed upon by the governmental bodies; and

WHEREAS, the Town Council has identified a 2005 Ford Explorer (the "Surplus Staff Vehicle") as described in Exhibit "A" attached hereto that it would like to acquire for use by its Police Department and that is no longer in use by the White River Township Fire Protection District (the "District"); and

WHEREAS, the Town Council recognizes that the Surplus Staff Vehicle is appropriate for acquisition by Nashville for use by its Police Department; and

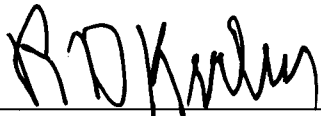
WHEREAS, the Town Council desires and the proper officers of the District desire to effect such transfer pursuant to the provisions of I.C. 5-22-22-10.


NOW, THEREFORE, BE IT RESOLVED, by the Town Council, that the Surplus Staff Vehicle identified on Exhibit "A" attached to this Resolution, as designated by the Town Council, be, and it hereby is, approved for acquisition from the District by the Town Council for use by the Nashville Police Department on the terms and conditions set forth in herein and in "as is" condition with no representations and warranties of any kind regarding its condition for use; and

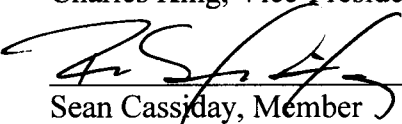
BE IT FURTHER RESOLVED, that upon the adoption of a substantially identical resolution or ordinance by the District, and upon execution of an Acknowledgment, Transfer and Release of Liability executed by the Town Council attached as Exhibit "B", the Town Council is hereby authorized and directed to take any and all actions necessary to accept the transfer of the Surplus Staff Vehicle from the District and to make payment to the District in the amount of Eight Thousand Five Hundred and 00/100 Dollars (\$8,500) for such transfer.

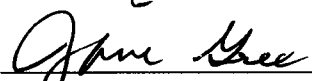
Effective as of the 1st day of April, 2014.

**TOWN COUNCIL,
TOWN OF NASHVILLE, INDIANA**

By: 
Bob Kirlin, President


Charles King, Vice-President


Sean Cassidy, Member


Jane Gore, Member

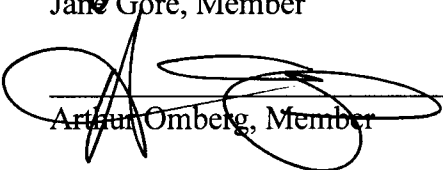

Arthur Omberg, Member

Exhibit "A"

Surplus Staff Vehicle Description:

Vehicle Make/Model/ Year: 2005 Ford Explorer

Vehicle Identification No.: FMZU3K25UA16231

Vehicle Current Mileage: 39,500 miles

EXHIBIT "B"

ACKNOWLEDGEMENT, TRANSFER AND RELEASE OF LIABILITY

THIS INDENTURE WITNESSES that the White River Township Fire Protection District ("Transferor"), in consideration of Eight Thousand Five Hundred Dollars (\$8,500.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby assign, transfer, convey and set over unto the Town of Nashville, Indiana for use by its Police Department ("Transferee"), all of the Transferor's rights, title and interest in the Surplus Staff Vehicle as more specifically identified on Exhibit "A" attached hereto (the "Equipment") on the terms and conditions set forth herein. The transfer of the Equipment is made on an as is basis. There are no warranties made by the Transferor relating to the Equipment, its condition and/or value, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

The Transferee hereby releases and forever discharges and agrees to indemnify and hold harmless the Transferor, its officers, agents, and their successors, from and against any and all claims, demands, actions, causes of action, liabilities, losses and expenses whatsoever, including but not limited to reasonable attorney's fees, arising out of or incurred with respect to the transfer, transport and/or use of the Equipment, including but not limited to its condition, operation and/or use by the Transferee or any subsequent owners or users thereof.

ALL WARRANTIES OF QUALITY OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE EXPRESSLY EXCLUDED. THE EQUIPMENT TRANSFERRED HEREUNDER IS SOLD "AS IS," "WHERE IS" AND WITH ALL FAULTS, WITHOUT ANY REPRESENTATION OR WARRANTY BY TRANSFEROR.

This transfer is being made in accordance with I.C. 5-22-22-10.

The undersigned persons hereby represent and certify that he/she has full power and authority to execute this Acknowledgement, Transfer and Release of Liability.

IN WITNESS WHEREOF, Transferor and Transferee have executed this Acknowledgment,
Transfer and Release of Liability this ____ day of _____, 2014.

**WHITE RIVER TOWNSHIP
FIRE PROTECTION DISTRICT**

By: _____
James Dodson, Chairman Board of Trustees

**TOWN COUNCIL OF THE TOWN OF
NASHVILLE, INDIANA**

By: _____

[Printed Name and Title]

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

SUBSCRIBED AND SWORN to before me, a Notary Public in and for the State of
Indiana, personally appeared James Dodson, as the Chairman of the Board of Fire Trustees of the
White River Township Fire Protection District who acknowledged the execution of the foregoing
instrument voluntary act and deed, and who, having been duly sworn, stated that the
representations contained therein are true.

Witness my hand and Notarial Seal.

Notary Public
Resident of _____ County

My commission expires:

STATE OF INDIANA)
) SS:
COUNTY OF BROWN)

SUBSCRIBED AND SWORN to before me, a Notary Public in and for the State of Indiana, personally appeared _____, as the _____ of the Town Council of the Town of Nashville, Indiana, who acknowledged the execution of the foregoing instrument voluntary act and deed, and who, having been duly sworn, stated that the representations contained therein are true.

Witness my hand and Notarial Seal.

Notary Public
Resident of _____ County

My commission expires

Exhibit "A"

Surplus Staff Vehicle Description:

Vehicle Make/Model/ Year: 2005 Ford Explorer

Vehicle Identification No.: FMZU3K25UA16231

Vehicle Current Mileage: 39,500 miles

ACKNOWLEDGEMENT, TRANSFER AND RELEASE OF LIABILITY

THIS INDENTURE WITNESSES that the White River Township Fire Protection District ("Transferor"), in consideration of Eight Thousand Five Hundred and 00/100 Dollars (\$8,500.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby assign, transfer, convey and set over unto the Town of Nashville, Indiana for use by its Police Department ("Transferee"), all of the Transferor's rights, title and interest in the Surplus Staff Vehicle as more specifically identified on Exhibit "A" attached hereto (the "Equipment") on the terms and conditions set forth herein. The transfer of the Equipment is made on an as is basis. There are no warranties made by the Transferor relating to the Equipment, its condition and/or value, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

The Transferee hereby releases and forever discharges and agrees to indemnify and hold harmless the Transferor, its officers, agents, and their successors, from and against any and all claims, demands, actions, causes of action, liabilities, losses and expenses whatsoever, including but not limited to reasonable attorney's fees, arising out of or incurred with respect to the transfer, transport and/or use of the Equipment, including but not limited to its condition, operation and/or use by the Transferee or any subsequent owners or users thereof.

ALL WARRANTIES OF QUALITY OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE EXPRESSLY EXCLUDED. THE EQUIPMENT TRANSFERRED HEREUNDER IS SOLD "AS IS," "WHERE IS" AND WITH ALL FAULTS, WITHOUT ANY REPRESENTATION OR WARRANTY BY TRANSFEROR.

This transfer is being made in accordance with I.C. 5-22-22-10.

The undersigned persons hereby represent and certify that he/she has full power and authority to execute this Acknowledgement, Transfer and Release of Liability.

IN WITNESS WHEREOF, Transferor and Transferee have executed this Acknowledgment, Transfer and Release of Liability this 21 day of August, 2014.

WHITE RIVER TOWNSHIP FIRE PROTECTION DISTRICT

By: James Dodson
James Dodson, Chairman Board of Trustees

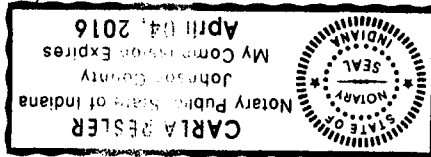
TOWN COUNCIL OF THE TOWN OF NASHVILLE, INDIANA

By: Robert O Kirwin
ROBERT O KIRWIN
[Printed Name and Title]

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

SUBSCRIBED AND SWORN to before me, a Notary Public in and for the State of Indiana, personally appeared James Dodson, as the Chairman of the Board of Fire Trustees of the White River Township Fire Protection District who acknowledged the execution of the foregoing instrument voluntary act and deed, and who, having been duly sworn, stated that the representations contained therein are true.

Witness my hand and Notarial Seal.



Carla Resler
Notary Public
Resident of Johnson County

My commission expires:

STATE OF INDIANA)
) SS:
COUNTY OF BROWN)

SUBSCRIBED AND SWORN to before me, a Notary Public in and for the State of Indiana, personally appeared R.D. Kirlin (Robert D. Kirlin), as the President of the Town Council of the Town of Nashville, Indiana, who acknowledged the execution of the foregoing instrument voluntary act and deed, and who, having been duly sworn, stated that the representations contained therein are true.

Witness my hand and Notarial Seal.

Phyllis G. Carr
Phyllis G. Carr
Notary Public
Resident of Brown County

My commission expires

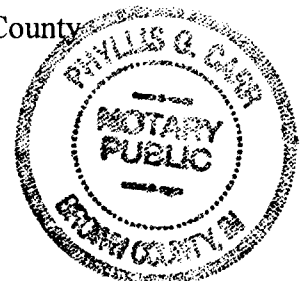
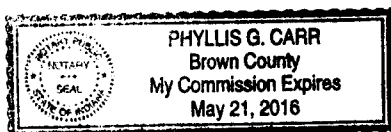


Exhibit "A"

Surplus Staff Vehicle Description:

Vehicle Make/Model/ Year: 2005 Ford Explorer

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Vehicle Current Mileage: 39,500 miles