



STATE OF INDIANA
BEFORE THE FIRE PREVENTION AND
BUILDING SAFETY COMMISSION

IN RE:) CAUSE NO.
)
BEECH MEADOW)
APARTMENTS, LLC)
)
)

DHS-1901-FPBSC-001

NON-FINAL ORDER OF DISMISSAL

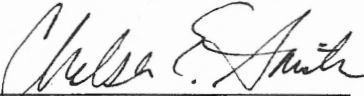
On March 20, 2019, a status conference was held in this matter. Daniel McNerny appeared on behalf of the Petitioner and Justin Guedel appeared on behalf of the Respondent. During the status conference, Mr. McNerny advised that Petitioner has sold the property at issue in this appeal to DHC Beech LLC and provided the attached Special Warranty Deed. As the Petitioner no longer owns this property, Petitioner is no longer aggrieved or adversely affected by the inspection report orders that brought about this appeal and requested dismissal on that basis. Respondent agreed that dismissal was appropriate on that basis. **Accordingly, the Administrative Law Judge now enters this Non-Final Order of Dismissal.**

The ultimate authority in this matter is the Fire Prevention and Building Safety Commission. Indiana Code § 4-21.5-3-29(d) requires any party seeking to preserve an objection to this order for judicial review to file a written objection that:

- 1. identifies the basis of the objection with reasonable particularity; and
- 2. is filed with the Commission within fifteen days (or any longer period set by statute) after this order is served.

In the absence of an objection from a party or notice from the Commission of its intent to review any issue related to this order, the Commission shall affirm this order in accordance with Ind. Code § 4-21.5-3-29(c). **This order will be considered by the Commission on May 9, 2019 at 9:00 a.m. (EST), in Conference Center Room B, Indiana Government Center South, 302 West Washington Street, Indianapolis, IN 46204.**

Date: March 20, 2019


HON. CHELSEA E. SMITH
Administrative Law Judge
Indiana Department of Homeland Security
302 W. Washington Street
Indiana Government Center South, Rm E208
Indianapolis, IN 46204
Telephone: (317) 234-8917

SPECIAL WARRANTY DEED

This INDENTURE WITNESSETH that BEECH MEADOW APARTMENTS, LLC, an Indiana limited liability company ("**Grantor**"), for and in consideration of TEN AND 00/100 DOLLARS and other good and valuable consideration, CONVEYS to DHC BEECH LLC, a Texas limited liability company ("**Grantee**"), that certain real estate located in Marion County, Indiana, and more particularly described in Exhibit A attached hereto (the "**Real Estate**").

The preceding conveyance and transfer is made subject to (i) all real estate taxes and assessments due and payable after the date hereof, which Grantee by its acceptance hereof agrees to pay, (ii) the encumbrances and other instruments identified on Exhibit B attached hereto, (iii) all unrecorded written leases and the rights of tenants thereunder, and (iv) all matters that would be disclosed by a diligent inspection and/or an accurate survey of the Real Estate.

The Grantor represents and certifies that it has the full right, title, power and authority to execute and deliver this Special Warranty Deed; that Grantor has authority to convey the Real Estate described herein; that all necessary action for the making of such conveyance has been taken and done; that the Real Estate is free from all encumbrances made by Grantor and that Grantor further warrants to and will defend Grantee against the claims and demands of all persons claiming through Grantor but against none other.

The undersigned person executing this deed on behalf of Grantor represents and certifies that he is a duly authorized representative of Grantor and has been fully empowered, by proper resolution of the members of Grantor to execute and deliver this Special Warranty Deed; that Grantor has full capacity to convey the Real Estate; and that all necessary action for the making of such conveyance has been taken and done.

[The signature page follows.]

Exhibit A

Legal Description

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Beech Grove, County of Marion, State of Indiana.

Part of the West Half of the Southwest Quarter of Section 27, Township 15 North, Range 4 East, Marion County, Indiana, including Lots 39 through 47, both inclusive, Lots 68 through 76, both inclusive, and that part of Dorsey Avenue abutting said Lots in Churchman Place Addition, as recorded in the Marion County Recorder's Office, Plat Book 21 Page 29, all being more particularly described as follows:

Beginning at a point on the East line of said Half Quarter Section, distant 750 feet measured North 00 degrees 09 minutes 05 seconds East along said East line from the Southeast corner thereof; running thence South 88 degrees 32 minutes 41 seconds West parallel with the South line thereof and along the North line of Pacific Avenue 667.96 feet to the Southwest corner of said Lot 47; thence North 00 degrees 00 minutes 00 seconds and parallel with the West line of said Half Quarter Section and along the East line of Wilson Avenue 580.09 feet to the Northwest corner of said Lot 39; thence South 88 degrees 38 minutes 47 seconds West 43.36 feet; thence North 00 degrees 00 minutes 00 seconds 364.44 feet; thence North 73 degrees 32 minutes 27 seconds East 418.13 feet; thence South 60 degrees 14 minutes 07 seconds East 359.86 feet to the East line of said Half Quarter Section; thence South 00 degrees 09 minutes 05 seconds West and along said East line 866.40 feet to the point of beginning.

NOTE: Being Parcel No. 3005647, of the City of Beech Grove, County of Marion.

NOTE: Parcel No. shown for informational purposes only.

Exhibit B

Permitted Liens and Encumbrances

Rights of others, including utilities, in and to that portion of Dorsey Avenue.

Rights of adjoiners to the free and unobstructed flow of water through Beech Creek.

All conditions, matters, easements and setback lines as set forth on plat recorded in Instrument No. 2008-100459.

Terms and provisions of the Lease by and between Beech Meadow Apartments, LLC and Jetz Laundry Systems, Inc. as evidenced by a Memorandum of Lease dated June 14, 2011 recorded on July 8, 2011 in Instrument No. A201100060469.

- a. Fence does not coincide with easterly property line;
- b. Wall encroaches southeasterly corner of property;
- c. 25' right-of-way for Dorsey Avenue;
- d. Parking area extends beyond westerly property line;
- e. Apparent 18.36' deed gap along portion of westerly property line;
- f. Rights of others both public and private in and to overhead utilities, water lines, sanitary sewer lines, catv pedestals, telephone pedestals, telephone box, gas valves, gas meter, gas service, electric transformers, cleanouts, water valve, water meter and fire hydrant on or crossing subject property.

A copy of the foregoing was served by email and U.S. Postal Service upon the following parties and attorneys of record:

Daniel P. McInerny
Bose McKinney & Evans, LLP
111 Monument Circle, Suite 2700
Indianapolis, IN 46204
dmcinerny@boselaw.com

and personally served on the following attorney of record:

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