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**BILL NO. R-13-08-11**

**RESOLUTION NO. 77-13**

**A RESOLUTION APPROVING THE PURCHASE OF CERTAIN REAL ESTATE LOCATED AT 4834 SOUTH LAFAYETTE STREET FOR THE CITY OF FORT WAYNE, DIVISION OF PUBLIC WORKS.**

**WHEREAS**, the City of Fort Wayne, through its Division of Public Works, desires to purchase real estate located at 4834 South Lafayette Street, Fort Wayne, Indiana, specifically described in the Purchase Agreement, Exhibit "A," attached hereto and made a part hereof; and

**WHEREAS**, the purchase price for the real estate located at 4834 South Lafayette Street, Fort Wayne, Indiana is THIRTY-FIVE THOUSAND, SEVEN HUNDRED AN 00/100 DOLLARS – (\$35,700.00); and

**WHEREAS**, Sec. 37-19 of the City of Fort Wayne Code of Ordinances, requires the Common Council approval of any purchase of real estate by the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

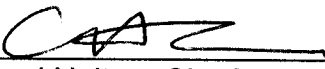
**SECTION 1.** The purchase of real estate by the City of Fort Wayne through its Division of Public Works, located at 4834 South Lafayette Street, Fort Wayne, Indiana, specifically described in the Purchase Agreement, Exhibit "A," is hereby approved and agreed to. The appropriate officials of the

1 City are hereby authorized to execute all documents necessary to accomplish  
2 said purchase.  
3

4 **SECTION 2.** This Resolution shall be in full force and effect from  
5 and after its passage and any and all necessary approval by the Mayor.  
6

7   
8 \_\_\_\_\_  
9 Council Member

10 APPROVED AS TO FORM AND LEGALITY

11   
12 \_\_\_\_\_  
13 Carol Helton, City Attorney  
14  
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Public Hearing Date, if applicable \_\_\_\_\_

Read the first time in full and on motion by Councilman Geoff Paddock  
Read the second time by title and referred to the Public Works Committee  
Committee. Read the third time in full and on motion by Councilman  
Paddock, placed on passage by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>5</u>	<u>4</u>	_____	_____
BENDER	_____	<u>✓</u>	_____	_____
CRAWFORD	_____	<u>✓</u>	_____	_____
DIDIER	<u>✓</u>	_____	_____	_____
HARPER	<u>✓</u>	_____	_____	_____
HINES	<u>✓</u>	_____	_____	_____
JEHL	_____	<u>✓</u>	_____	_____
PADDOCK	<u>✓</u>	_____	_____	_____
SHOAFF	_____	<u>✓</u>	_____	_____
SMITH	<u>✓</u>	_____	_____	_____

DATED: 8-27-13 Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as  
(ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE  
(RESOLUTION) NO. R-77-13 on the 27<sup>th</sup> day of  
August, 2013

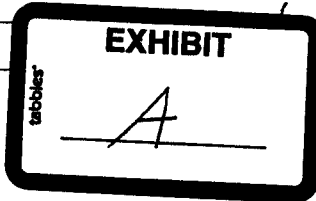
ATTEST: Sandra E. Kennedy T. Thomas F. Didier  
SANDRA E. KENNEDY, PRESIDING OFFICER  
CITY CLERK

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 30<sup>th</sup> day  
of August, 2013, at the hour of 11:30 o'clock A.M. E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 3<sup>rd</sup> day of September  
2013, at the hour of 10:30 o'clock AM E.S.T.  
Thomas C. Henry  
THOMAS C. HENRY, MAYOR

Listing Broker (Co.) NA ( ) By ( )  
Selling Broker (Co.) NA ( ) By ( )



**PURCHASE AGREEMENT  
(IMPROVED PROPERTY)**

1 Date: 7-11-13

2  
3 1. BUYER: City of Fort Wayne ("Buyer")  
4 agrees to buy the following property from the owner ("Seller") for the consideration and subject to the following  
5 terms, provisions, and conditions:  
6

7 2. PROPERTY: The property ("Property") is known as 4834 S. Lafayette St  
8 in Wayne Township, Allen County,  
9 Indiana, 46806 (zip code) legally described as: Lot 425 Lafayette Place Add  
10 EX St and W 70' of E 81' of N 10' Lot 424 Lafayette Place Add  
11 together with any existing permanent improvements and fixtures attached (unless leased or excluded), including,  
12 but not limited to, electrical and/or gas fixtures, home heating fuel, heating and central air-conditioning equipment  
13 and all attachments thereto, built-in kitchen equipment, sump pumps, water softener, water purifier, gas grills,  
14 fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles  
15 and fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas,  
16 satellite dishes and controls, storage barns, all landscaping, mailbox, garage door opener with controls AND THE  
17 FOLLOWING:  
18  
19  
20  
21

22 EXCLUDES THE FOLLOWING:  
23

24 The terms of this Agreement will determine what items are included/excluded. All items sold shall be fully  
25 paid for by Seller at time of closing the transaction. Buyer should verify total square footage, land, room  
26 dimensions or community amenities if material.  
27

28 3. PRICE: Buyer will pay the total purchase price of \$ 35,700<sup>00</sup> for the Property. If Buyer obtains an  
29 appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed  
30 upon purchase price.  
31

32 4. EARNEST MONEY: Buyer submits \$ Ø as earnest money which shall be applied to the  
33 purchase price. The listing broker shall deposit earnest money received into its escrow account within two (2)  
34 banking days of acceptance of this Agreement and hold it until time of closing the transaction or termination of this  
35 Agreement. If Buyer fails for any reason to submit earnest money, Seller may terminate this Agreement.  
36 Earnest money shall be returned promptly in the event this offer is not accepted. If this offer is accepted and Buyer  
37 fails or refuses to close the transaction, without legal cause, the earnest money shall be retained by Seller for  
38 damages the Seller has or will incur, and Seller retains all rights to seek other legal and equitable remedies. The  
39 Broker holding any earnest money is absolved from any responsibility to make payment to the Seller or Buyer  
40 unless the parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876  
41 IAC 1-1-23 (release of earnest money). Upon notification that Buyer or Seller intends not to perform, Broker holding  
42 the earnest money may release the earnest money as provided in this Agreement. If no provision is made in this  
43 Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail. If neither Buyer  
44 nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified  
45 letter, Broker may release the earnest money to the party identified in the certified letter. Buyer and Seller agree to  
46 hold the Broker harmless from any liability, including attorney's fees and costs, for good faith disbursement of  
47 earnest money in accordance with this Agreement and licensing regulations.  
48

49 5. METHOD OF PAYMENT: (Check appropriate paragraph letter)  
50  A. CASH: The entire purchase price shall be paid in cash and no financing is required.  
51  B. NEW MORTGAGE: Completion of this transaction shall be contingent upon the Buyer's ability to obtain a

52  
53  Conventional  Insured Conventional  FHA  VA  Other: \_\_\_\_\_ first  
54 mortgage loan for \_\_\_\_\_ % of purchase price, payable in not less than \_\_\_\_\_ years, with an  
55 original rate of interest not to exceed \_\_\_\_\_ % per annum and not to exceed \_\_\_\_\_ points. Buyer  
56 shall pay all costs of obtaining financing, except \_\_\_\_\_  
57  
58

4834 S. Lafayette St  
(Property Address)

59 Any Inspections and charges which are required to be made and charged to Buyer or Seller by the lender,  
60 FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or  
61 regulations and shall supersede any provisions of this Agreement.  
62

- 63  C. ASSUMPTION: (Attach Financing Addendum)  
64  D. CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)  
65  E. OTHER METHOD OF PAYMENT: (Attach Financing Addendum)  
66

67 6. TIME FOR OBTAINING FINANCING: Buyer agrees to make written application for any financing necessary  
68 to complete this transaction or for approval to assume the unpaid balance of the existing mortgage within NA  
69 days after the acceptance of this Agreement and to make a diligent effort to meet the lender's requirements and to  
70 obtain financing in cooperation with the Broker and Seller. No more than NA days after acceptance of the  
71 Agreement shall be allowed for obtaining favorable written commitment(s) or mortgage assumption approval. If a  
72 commitment or approval is not obtained within the time specified above, this Agreement shall terminate unless an  
73 extension of time for this purpose is mutually agreed to in writing.  
74

75 7. CLOSING: The closing of the sale (the "Closing Date") shall be on or before \_\_\_\_\_, or  
76 within 45 days after Conditions in Section 23 are met, whichever is later or this Agreement  
77 shall terminate unless an extension of time is mutually agreed to in writing. The closing fee charged by the title  
78 insurance company shall be paid by  Buyer  Seller  Shared equally  Included in allowance, if provided.  
79

80 Notwithstanding terms to the contrary, the Parties agree that as a condition to closing, all funds delivered to the  
81 closing agent's escrow account be in such form that the closing agent shall be able to disburse in compliance with  
82 I.C. 27-07-3.7 et. seq.. Therefore, all funds from a single source of \$10,000 or more shall be wired unconditionally  
83 to the closing agent's escrow account and all funds under \$10,000 from a single source shall be good funds as  
84 so defined by statute.  
85

86 8. POSSESSION:

87 A. The possession of the Property shall be delivered to Buyer  at closing  within \_\_\_\_\_ days after closing  
88 or  on or before \_\_\_\_\_ if closed. For each day Seller is entitled to possession  
89 after closing, Seller shall pay to Buyer at closing \$ \_\_\_\_\_ per day. If Seller does not  
90 deliver possession by the date required in the first sentence of this paragraph, Seller shall pay Buyer  
91 \$ \_\_\_\_\_ per day as liquidated damages until possession is delivered to Buyer; and Buyer  
92 shall have all other legal and equitable remedies available against the Seller.

93 B. Maintenance of Property: Seller shall maintain the Property in its present condition until its possession is  
94 delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to  
95 closing to determine whether Seller has complied with this paragraph. Seller shall remove all debris and  
96 personal property not included in the sale.

97 C. Casualty Loss: Risk of loss by damage or destruction to the Property prior to the closing shall be borne by  
98 Seller. In the event any damage or destruction is not fully repaired prior to closing, Buyer, at Buyer's option,  
99 may either (a) terminate this Agreement or (b) elect to close the transaction, in which event Seller's right  
100 to all real property insurance proceeds resulting from such damage or destruction shall be assigned in writing  
101 by Seller to Buyer.

102 D. Utilities/Municipal Services: Seller shall pay for all municipal services and public utility charges through the  
103 day of possession.  
104

105 9. SURVEY: Buyer shall receive a (Check one)  SURVEYOR LOCATION REPORT, which is a survey where  
106 corner markers are not set;  BOUNDARY SURVEY, which is a survey where corner markers of the Property are  
107 set prior to closing;  WAIVED, no survey unless required by lender; at (Check one)  Buyer's expense  
108  Seller's expense  Shared equally  Included in allowance, if provided. The survey shall (1) be received  
109 prior to closing and certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all  
110 improvements and easements, and (4) show the flood zone designation of the Property.  
111

112 10. FLOOD AREA/OTHER: Buyer  may  may not terminate this Agreement if the Property requires flood  
113 insurance. Buyer  may  may not terminate this Agreement if the Property is subject to building or use  
114 limitations by reason of the location, which materially interfere with Buyer's intended use of the Property.  
115

116 11. HOMEOWNER'S INSURANCE: Completion of this transaction shall be contingent upon the Buyer's ability to obtain  
117 a favorable written commitment for homeowner's insurance within NA days after acceptance of this Agreement.  
118

119 12. ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE: Buyer and Seller acknowledge that Listing Broker,  
120 Selling Broker and all salespersons associated with Brokers are NOT experts and have NO special training,  
121 knowledge or experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and  
122 other biological contaminants ("Environmental Contaminants") which might exist and affect the Property.  
123 Environmental Contaminants at harmful levels may cause property damage and serious illness, including but not  
124 limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young  
125 children and/or the elderly.

4834 S. Lafayette St

(Property Address)

126 Buyer is STRONGLY ADVISED to obtain inspections (see below) to fully determine the condition of the Property  
127 and its environmental status. The ONLY way to determine if Environmental Contaminants are present at the  
128 Property at harmful levels is through inspections.

129  
130 Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental  
131 Contaminants and release and hold harmless all Brokers, their companies and sales associates from any  
132 and all liability, including attorney's fees and costs, arising out of or related to any inspection, inspection  
133 result, repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants.  
134 This release shall survive the closing.

135  
136 **13. INSPECTIONS: (Check paragraph letter A or B)**

137  
138 Buyer has been made aware that independent inspections disclosing the condition of the property are available  
139 and has been afforded the opportunity to require such inspections as a condition of this Agreement.

140  
141  **A. BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**

142  
143 Buyer WAIVES inspections and relies upon the condition of the Property based upon Buyer's own  
144 examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated with  
145 Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release  
146 shall survive the closing. Required FHA/VA or lender inspections are not included in this waiver.  
147

148  
149  **B. BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS (including Lead-Based Paint)**

150  
151 Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA,  
152 or Buyer's lender(s). All inspections are at Buyer's expense (unless noted otherwise or required by lender) by  
153 licensed independent inspectors or qualified independent contractors selected by Buyer within the following  
154 time periods. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's  
155 inspections.  
156

157 **INSPECTION/RESPONSE PERIOD:** Buyer shall order all independent inspections immediately after  
158 acceptance of the Purchase Agreement. Buyer shall have \_\_\_\_\_ days beginning the day following the date  
159 of acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see  
160 "Buyer's Inspection Response").  
161

162 Inspections may include but are not limited to the condition of the following systems and components:  
163 heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space,  
164 well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint  
165 that is in good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or  
166 the following:  
167

168 \_\_\_\_\_  
169 \_\_\_\_\_  
170 If the initial inspection report reveals the presence of lead-based paint, radon, mold and other biological  
171 contaminants, or any other condition that requires further examination or testing, then Buyer shall have  
172 \_\_\_\_\_ additional days to order, receive and respond in writing to any additional reports.  
173

174 If the Buyer does not comply with any Inspection/Response Period or make a written objection to any  
175 problem revealed in a report within the applicable Inspection/Response Period, the Property shall be  
176 deemed to be acceptable. If one party fails to respond or request in writing an extension of time to  
177 respond to the other party's Independent Inspection Response, then that inspection response is  
178 accepted. A timely request for extension is not an acceptance of the inspection response, whether or not  
179 granted. A REASONABLE TIME PERIOD TO RESPOND IS REQUIRED TO PREVENT MISUSE OF THIS  
180 ACCEPTANCE PROVISION. Factors considered in determining reasonable time periods include, but are  
181 not limited to, availability of responding party to respond, type and expense of repairs requested and need of  
182 responding party to obtain additional opinions to formulate a response.  
183

184 If the Buyer reasonably believes that the Inspection Report reveals a MAJOR DEFECT with the Property and  
185 the Seller is unable or unwilling to remedy the defect to the Buyer's reasonable satisfaction before closing (or  
186 at a time otherwise agreed to by the parties), then Buyer may terminate this Agreement or waive such defect  
187 and the transaction shall proceed toward closing. Under Indiana law, "Defect" means a condition that would  
188 have a significant adverse effect on the value of the Property, that would significantly impair the health or  
189 safety of future occupants of the Property, or that if not repaired, removed, or replaced would significantly  
190 shorten or adversely affect the expected normal life of the premises. BUYER AGREES THAT ANY  
191 PROPERTY DEFECT PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND

4834 S. Lafayette St

(Property Address)

192 MINOR REPAIR ITEMS MENTIONED IN ANY REPORT, SHALL NOT BE A BASIS FOR TERMINATION OF  
193 THIS AGREEMENT.

194  
195 **14. LIMITED HOME WARRANTY PROGRAM:**

196 Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer  
197 which  will  will not be provided at a cost of \$ NA charged to  Buyer  Seller.  
198 Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM will not cover any pre-existing  
199 defects in the Property nor replace the need for an independent home inspection. Broker may receive a fee from  
200 the home warranty provider and/or a member benefit.

201  
202 **15. DISCLOSURES: (Check one)**

- 203 1. Buyer  has  has not  not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE  
204 SALES DISCLOSURE.  
205 2. Buyer  has  has not  not applicable received and executed a LEAD-BASED PAINT CERTIFICATION  
206 AND ACKNOWLEDGMENT.

207  
208 **16. TITLE APPROVAL:** Prior to closing, Buyer shall be furnished with  a title insurance commitment for the most  
209 current and comprehensive ALTA Owner's Title Insurance Policy available in the amount of the purchase  
210 price or  an abstract of title continued to date, showing marketable title to Property in Seller's name. Seller  
211 must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage  
212 assumed by Buyer and any restrictions or easements of record not materially interfering with Buyer's intended use  
213 of the Property. A title company, at Buyer's request, can provide information about availability of various additional  
214 title insurance coverages and endorsements and the associated costs.

215  
216 Owner's Policy to be paid by  Buyer  Seller  Shared equally  Included in allowance, if provided.  
217  
218 Lender's Policy, if applicable, to be paid by  Buyer  Seller  Shared equally  Included in allowance, if  
219 provided.  Other \_\_\_\_\_

220  
221  
222 The parties agree that  Seller  Buyer will select a title insurance company to issue a title insurance policy and  
223 will order the commitment  immediately or  other: \_\_\_\_\_

224  
225  
226 Pursuant to Federal and State law, Seller cannot make Seller's selection of a title insurance provider a condition of  
227 this Agreement.

228  
229 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the  
230 deed and vendor's affidavit), so that marketable title can be conveyed.

231  
232 **17. TAXES: (Check paragraph A, B or C)**

233  A. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on  
234 \_\_\_\_\_, and all taxes due thereafter. At or before closing, Seller shall pay all  
235 taxes for the Property payable before that date.

236  
237  B. All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by Seller either to  
238 the County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the  
239 current calendar year shall be prorated on a calendar-year basis as of the day immediately prior to the  
240 Closing Date.

241  
242 For purposes of paragraph A and B: For the purpose of determining the credit amount for accrued but unpaid  
243 taxes, taxes shall be assumed to be the same as the most recent year when taxes were billed based upon certified  
244 tax rates. This shall be a final settlement.

245  
246  C. FOR RECENT CONSTRUCTION OR OTHER TAX SITUATIONS. Seller will give a tax credit of  
247 \$ \_\_\_\_\_ to Buyer at closing. This shall be a final settlement.

248  
249 **WARNING:** The succeeding year tax bill for recently constructed homes or following reassessment periods  
250 may greatly exceed the last tax bill available to the closing agent.

251  
252 Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.

253  
254 Buyer may apply for current-year exemptions/credits at or after closing.

4834 S. Lafayette St  
(Property Address)

255 18. PRORATIONS AND SPECIAL ASSESSMENTS: Insurance, if assigned to Buyer, interest on any debt assumed or  
256 taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not  
257 limited to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall  
258 pay any special assessments applicable to the Property for municipal improvements previously made to benefit the  
259 Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in  
260 assessments and that no governmental or private agency has served notice requiring repairs, alterations or  
261 corrections of any existing conditions. Public or municipal improvements which are not completed as of the date  
262 above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special  
263 assessments for municipal improvements completed after the date of this Agreement.  
264

265 19. TIME: Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the  
266 Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in  
267 writing to a different date and/or time.  
268

269 Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and  
270 delivery of such offer/counter offer.  
271

272 20. HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION: Documents for a mandatory membership  
273 association shall be delivered by the Seller to Buyer within 0 days after acceptance of this Agreement. If the  
274 Buyer does not make a written response to the documents within 0 days after receipt, the documents shall  
275 be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such  
276 provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall  
277 be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in  
278 writing, within 0 days after Buyer's approval of the documents.

279 Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable.  
280 Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site  
281 conditions that could affect the Property.  
282

283 21. ATTORNEY'S FEES: Any party to this Agreement who is the prevailing party in any legal or equitable proceeding  
284 against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled  
285 to recover court costs and reasonable attorney's fees from the non-prevailing party.  
286

287 22. MISCELLANEOUS:  
288

289 A. Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association  
290 dues/assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.  
291

292 B. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence  
293 insurance.  
294

295 C. The Indiana Sheriff's Sex Offender Registry ([www.indianasheriffs.org](http://www.indianasheriffs.org)) exists to inform the public about the  
296 identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for  
297 providing or verifying this information.  
298

299 D. Conveyance of this Property shall be by general Warranty Deed, or by \_\_\_\_\_,  
300 subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.  
301

302 E. Seller represents and warrants that Seller is not a "foreign person" (individual entity) and, therefore, is not  
303 subject to the Foreign Investment in Real Property Tax Act.  
304

305 F. Any notice required or permitted to be delivered shall be deemed received when personally delivered,  
306 transmitted electronically or digitally or sent by express courier or United States mail, postage prepaid,  
307 certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.  
308

309 G. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is  
310 binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and  
311 assigns.  
312

313 H. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the  
314 invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.  
315

316 I. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior  
317 understandings or written or oral agreements between the parties' respecting the transaction and cannot be  
318 changed except by their written consent.  
319

320 J. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the  
321 Property.

4884 S. Lafayette St.  
(Property Address)



City of Fort Wayne

Daniel A. Brenner 7-11-13

378 BUYER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ BUYER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
 379 Daniel A. Brenner  
 380  
 381  
 382 PRINTED \_\_\_\_\_ PRINTED \_\_\_\_\_  
 383

384 27. SELLER'S RESPONSE: (Check appropriate paragraph letter):  
 385  
 386 This 11 day of July 2013, at 2:00  A.M.  P.M.  Noon  
 387

388  A. The above offer is Accepted.  
 389

390  B. The above offer is Rejected.  
 391  
 392  C. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and  
 393 the Counter Offer.

394 Francis H. Stoner  
 395 Marilyn Hargett POA 7-11-2013  
 396  
 397 SELLER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ SELLER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
 398 Marilyn HARGETT POA 7-11-2013  
 399  
 400 PRINTED \_\_\_\_\_ PRINTED \_\_\_\_\_



Approved by and restricted to use by members of the Indiana Association of REALTORS®, Inc.  
 This is a legally binding contract, if not understood seek legal advice. Form #02. Copyright IAR 2010



4834 S. Lafayette St.  
 (Property Address)

## Uniform Residential Appraisal Report

File #

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

**SUPERVISORY APPRAISER'S CERTIFICATION:** The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

**APPRAISER** LARRY L. McCHESSNEY  
 Signature *Larry L. McChesney*  
 Name LARRY L. McCHESSNEY IFA  
 Company Name McCHESSNEY APPRAISAL SERVICES  
 Company Address 4210 WILLAPA WAY  
FORT WAYNE, IN 46845  
 Telephone Number 260-482-6463  
 Email Address LMC275@COMCAST.NET  
 Date of Signature and Report 03/04/2013  
 Effective Date of Appraisal 02/26/2013  
 State Certification # CR60400324  
 or State License # \_\_\_\_\_  
 or Other (describe) \_\_\_\_\_ State # \_\_\_\_\_  
 State IN  
 Expiration Date of Certification or License 06/30/2014

**ADDRESS OF PROPERTY APPRAISED**  
4834 Lafayette St  
Fort Wayne, IN 46806  
**APPRAISED VALUE OF SUBJECT PROPERTY \$** 38,000  
**LENDER/CLIENT**  
 Name No AMC  
 Company Name CITY OF FORT WAYNE  
 Company Address ONE E. MAIN ST. ROOM B91, FORT WAYNE,  
IN 46802  
 Email Address \_\_\_\_\_

**SUPERVISORY APPRAISER (ONLY IF REQUIRED)**

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 Telephone Number \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Date of Signature \_\_\_\_\_  
 State Certification # \_\_\_\_\_  
 or State License # \_\_\_\_\_  
 State \_\_\_\_\_  
 Expiration Date of Certification or License \_\_\_\_\_

**SUBJECT PROPERTY**

- Did not inspect subject property  
 Did inspect exterior of subject property from street  
 Date of Inspection \_\_\_\_\_  
 Did inspect interior and exterior of subject property  
 Date of Inspection \_\_\_\_\_

**COMPARABLE SALES**

- Did not inspect exterior of comparable sales from street  
 Did inspect exterior of comparable sales from street  
 Date of Inspection \_\_\_\_\_

Wierks Real Estate Appraisals  
9334 Comfort Ct  
Fort Wayne, IN 46825  
(260) 489-5751

March 25, 2013

Dan Brenner  
Dan Brenner

Re: Property: 4834 Lafayette St  
Fort Wayne, IN 46806  
Borrower:  
File No.:

Opinion of Value: \$ 35,000  
Effective Date: 03/19/2013

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



Kent Wierks  
License or Certification #: CR60600257  
State: IN Expires: 06/30/2014  
kwappraiser@msn.com

# COUNCIL DIGEST SHEET

Enclosed with this introduction form is a tab sheet and related material from the vendor(s) who submitted bid(s). Purchasing Department is providing this information to Council as an overview of this award.

## RFPs, BIDS, OTHER PROJECTS

Bid/RFP#/Name of Project	Purchase Agreement between City of Fort Wayne (Buyer) and Francis H. Stoner and Bessie M. Stoner (Seller) for property located at 4834 South Lafayette Street
Awarded To	Francis H. Stoner and Bessie M. Stoner
Amount	\$35,700.00
Conflict of interest on file?	No – in process of obtaining
Number of Registrants	N/A
Number of Bidders	N/A
Required Attachments	

## EXTENSIONS

Date Last Bid Out	N/A
# Extensions Granted To Date	

## SPECIAL PROCUREMENT

Contract #/ID <i>(State, Federal, Piggyback--Authority)</i>	Purchase Agreement between City of Fort Wayne and Francis H. Stoner and Bessie M. Stoner for purchase of 4834 South Lafayette Street
Sole Source/ Compatibility Justification	NA

## BID CRITERIA *(Take Buy Indiana requirements into consideration.)*

Most Responsible, Responsive Lowest	No <i>If no, explain below</i>
If not lowest, explain	Real Estate purchased based upon average of two appraisals obtained by City

# COUNCIL DIGEST SHEET

## COST COMPARISON

<i>Increase/decrease amount from prior years For annual purchase (if available).</i>	Increase of \$37,500.00
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## DESCRIPTION OF PROJECT / NEED

<i>Identify need for project &amp; describe project; attach supporting documents as necessary.</i>	City acquiring real estate to be included in Community Development's long term plans for Lafayette Street Corridor

## REQUEST FOR PRIOR APPROVAL

<i>Provide justification if prior approval is being requested.</i>	N/A

## FUNDING SOURCE

<i>Account Information.</i>	Cedit



# CITY OF FORT WAYNE

THOMAS C. HENRY, MAYOR

August 7, 2013

City Council Members  
City of Fort Wayne

RE: City of Fort Wayne/Francis H. Stoner & Bessie M. Stoner Purchase Agreement  
4834 South Lafayette Street

Dear Council Members:

The City has entered into a Purchase Agreement to buy the property located at 4834 South Lafayette Street.

The purchase price is \$35,700.00 which is less than the average of two appraisals obtained by the City. Copies are attached.

The City of Fort Wayne Board of Public Works has approved this purchase.

We are asking for Council to approve this purchase.

If you have any questions on the above, please feel free to contact me at 427-5402.

Sincerely,

Daniel A. Brenner  
Property Manager

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CITIZENS SQUARE

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An Equal Opportunity Employer

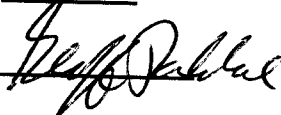
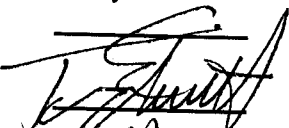


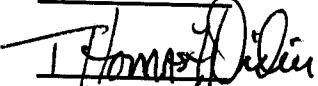

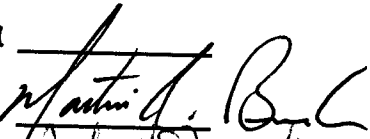
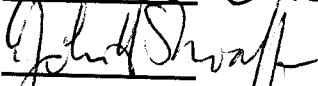

BILL NO. R-13-08-11

REPORT OF COMMITTEE ON PUBLIC WORKS

AUGUST 20, 2013

GEOFF PADDOCK, CHAIR  
MARTIN BENDER, CO-CHAIR  
ALL COUNCIL MEMBERS

A RESOLUTION approving the purchase of Certain Real Estate located at 4834 South Lafayette Street for the City of Fort Wayne, Division of Public Works. COMMITTEE ON PUBLIC WORKS HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said ordinance

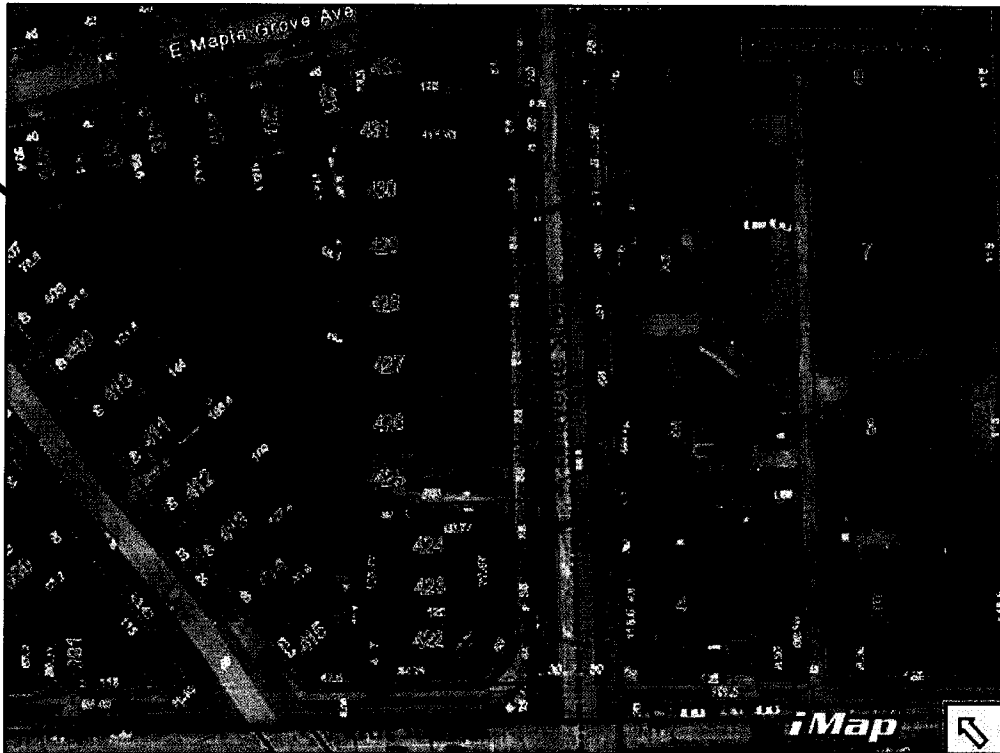
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SANDRA E. KENNEDY  
CITY CLERK

## Background information for proposed purchase of 4834 S. Lafayette Street

**Location:** 4834 S. Lafayette Street – West side of South Lafayette Street between Maple Grove Avenue and Pettit Street.  
**Proposed purchase price:** \$35,700  
**Previous purchase price:** \$36,500  
**Appraisal #1:** \$35,000 **Appraisal #2:** \$38,000

4834 S.  
Lafayette

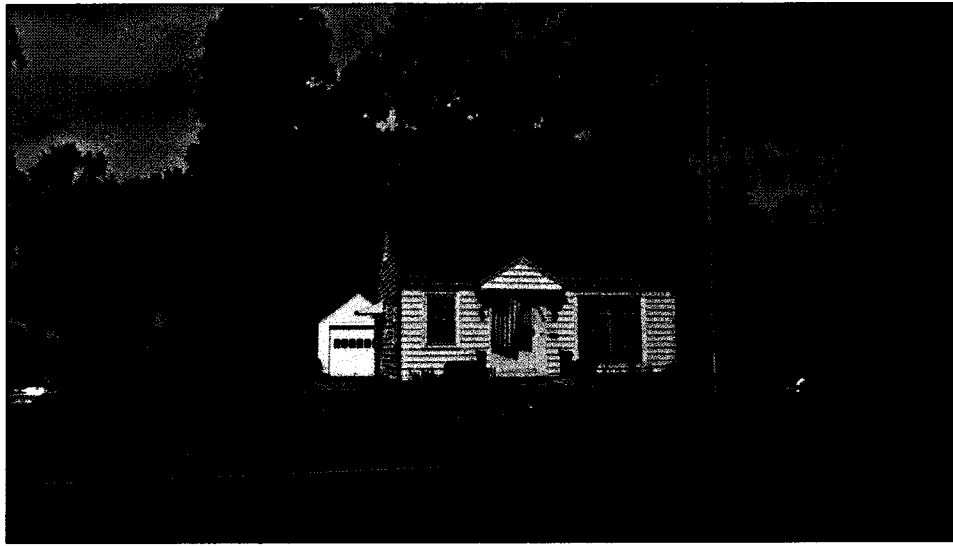


City Owned

Owned by  
Lafayette  
Place Assn.

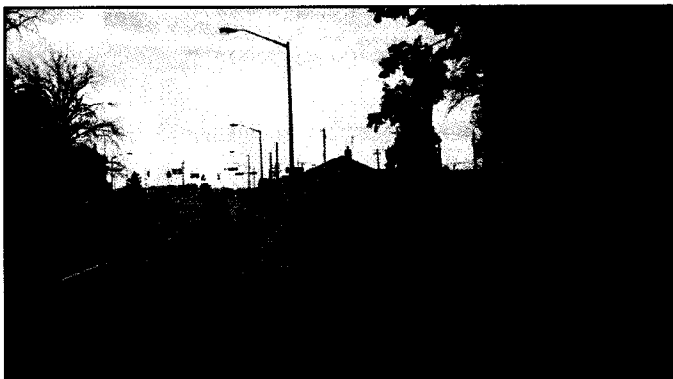
### History/Background:

- Located in Lafayette Place Addition
- Lot size is 38 x 110 and contains a 1240 sq. ft. home and a 240 sq. ft. detached garage built in 1941
- The home has been owned by Francis Stoner since 1965
- In 1997 INDOT purchased 5 homes to the north and 3 homes to the south as part of a roadway expansion project.
- Mr. Stoner did not agree to sell his home in 1997 because his wife was very ill and receiving hospice care in the home.
- INDOT condemned approximately 10 feet of his property placing the home approximately 10 feet from the right of way line of the road. The original front yard setback was 20 feet.
- Homes to the north and south were removed late summer of 1997.
- A portion of the road project was completed but the right turn lane portion of the project was not completed because the house was in the way.
- The INDOT purchased lots were given to the city in late 2001.
- The Lafayette Place Association continues to request the correction of the turn lane and INDOT has agreed to review it again in 2016.
- In 2012, the three vacant parcels to the south of this property were sold by the City to the Lafayette Place Association for use as open space. Sufficient right of way was retained for the turn lane project. The right of way from this property would still be needed.
- The home has been vacant for a few years and owner has approached the City to purchase the property.



**Purchase Justification:**

- Property was intended to be purchased in 1997 due to the amount of right of way needed for a road improvement project.
- Front of home is now located only 10 feet from the back of a 5' curb face walk along a road that has an annual average daily traffic volume of 24,100 cars per day.
- The City of Fort Wayne currently owns the 5 vacant parcels to the north. These parcels are more likely to be redeveloped if bundled as a package with this parcel.
- Purchase of the property would facilitate a future right turn lane project that has been requested by the neighborhood over the past several years.
- The Lafayette Corridor is considered to be an important gateway corridor into the downtown. The Front Door Fort Wayne Plan recommends the development of a feasibility study for comprehensive beautification/roadway enhancement of Lafayette/Clinton Streets. Legacy funding has been approved but not yet dedicated to conduct this study. Redevelopment or beautification of this area will likely involve the purchase of additional property. Corridor feasibility study planned for 2014.
- Lafayette Place Association supports the City's purchase and demolition of the property. See Letter.



Property viewed from the north



Property viewed from the south at the intersection of Pettit and Lafayette



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# Lafayette Place

Improvement Association, Inc.  
Established 1915

August 9, 2013

Fort Wayne City Council  
City Council Office  
Citizens Square  
200 E. Berry Street, STE 120  
Fort Wayne, IN 46802

Dear Council Members,

With this letter, we are requesting your approval and support of the City purchase and demolition of the property at 4834 S. Lafayette Street.

The Lafayette Place Improvement Association (LPIA) has been working with INDOT for many years to correct the turn ratio onto east Pettit from Lafayette Street. The current configuration is not adequate for trucks to make this turn without driving onto the park strip and sidewalk at the northwest corner and causing broken concrete and very deep holes which then serve as receptacles for debris/trash, standing water and a mosquito breeding ground.

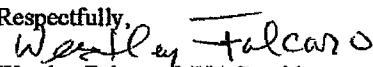
Several years ago, in preparation for the re-configuration of this corner to add an eastbound turn lane from the north, INDOT purchased several properties along Lafayette Street leading up to Pettit from the north; however, the owner of 4834 S. Lafayette was not willing to sell at that time as Hospice was attending to his wife in the home. The wife has since passed away and the owner relocated a few years ago and is now willing to sell.

INDOT has informed LPIA they intend to correct the turn lane situation in 2016. To assist in the facilitation of this, LPIA has purchased the three (3) empty lots immediately south of the property at 4834 S. Lafayette excluding the property that INDOT will need. LPIA intends to erect an attractive neighborhood identification marker in this location and to forest the balance of the three lots.

As a licensed realtor in Indiana, I can tell you with confidence that this property would be extremely difficult to sell to an owner occupant due to its location and the fact it has been vacant for an extended period of time. In fact, the owner's daughter contacted me several months ago seeking advice on selling the property, at which time I informed her of its negative market position.

The City purchase and demolition of the property at 4834 S. Lafayette will enable INDOT to properly correct the current unacceptable situation and implement their original plan.

We implore you to approve the purchase and demolition of the property at 4834 S. Lafayette to allow this corner to become an attractive and SAFE addition to the south side of Fort Wayne.

Respectfully,  
  
Westley Falcaro, LPIA President  
For the LPIA Board of Directors

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PO Box 11446 • Fort Wayne, Indiana 46858-1446 • [www.LafayettePlace.org](http://www.LafayettePlace.org)