

1
2 **BILL NO. R-19-11-27**

3 **RESOLUTION NO. R-79-19**

4 **A RESOLUTION APPROVING THE PURCHASE**
5 **OF CERTAIN REAL ESTATE LOCATED IN THE**
6 **3100 BLOCK OF VESEY AVE, WAYNE**
7 **TOWNSHIP, FORT WAYNE, INDIANA, FOR THE**
8 **CITY OF FORT WAYNE, BY AND THROUGH**
9 **THE DIVISION OF PUBLIC WORKS -**
10 **RESOLUTION #.106-11-12-19-01 - \$7,100.00.**

11 **WHEREAS**, the City of Fort Wayne, by and through the Division of
12 Public Works – Resolution #106-11-12-19-01, desires to purchase property located
13 in the 3100 Block of Vesey Ave in Wayne Township, Fort Wayne, Indiana; and

14 **WHEREAS**, the purchase of this property will include the acquired
15 real estate as part of the City's ongoing plan to convert flood prone areas to green
16 space;

17 **WHEREAS**, the purchase price for the property is SEVEN
18 THOUSAND ONE HUNDRED AND 00/100 DOLLARS – (\$7,100.00); and

19 **WHEREAS**, Sec. 37-25 of the City of Fort Wayne Code of
20 Ordinances, requires the Common Council approval of any purchase of real estate
21 by the City.

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

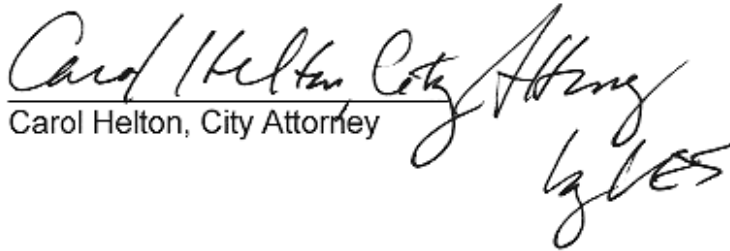
24
25 **SECTION 1.** The purchase of real estate, by and through the
26 Division of Public Works, located in the 3100 Block of Vesey Ave in Wayne
27 Township, Fort Wayne, Indiana specifically described in the Purchase Agreement,
28 Exhibit "A," is hereby approved and agreed to. The appropriate officials of the City
29

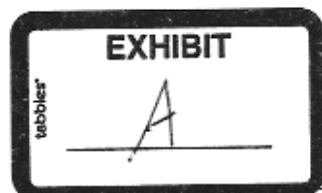
1 are hereby authorized to execute all documents necessary to accomplish said
2 purchase.

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

6 
7 _____
8 Council Member

9 APPROVED AS TO FORM AND LEGALITY

10 
11 Carol Helton City Attorney
12 Carol Helton, City Attorney
13
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Listing Broker (Co.) _____ (office code) By _____ (individual code)
 Selling Broker (Co.) _____ (office code) By _____ (individual code)



**PURCHASE AGREEMENT
(UNIMPROVED PROPERTY)**

1 Date: 10-15-19

2
 3 A. **BUYER:** City of Fort Wayne, a Municipal Corporation ("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 B. **PROPERTY:** The property ("Property") is known as 3100 BK Vesey Ave
 8 in Wayne Township, Allen County,
 9 Indiana, 46809 (zip code), legally described as: 4 A N Riverviews Add Between
 10 Vesey Ave & River

11
 12 C. **PRICE:** Buyer will pay the total purchase price of (\$ 7,100⁰⁰) Seven thousand
 13 one hundred Dollars for the Property. If Buyer obtains an
 14 appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed
 15 upon purchase price.

16
 17 D. **EARNEST MONEY:**
 18
 19 1. **Submission:** Buyer submits \$ 0 as Earnest Money which shall be applied to the
 20 purchase price at closing. Unless indicated otherwise in this Agreement, the listing broker shall act as Escrow
 21 Agent and shall deposit Earnest Money received into its escrow account within two (2) banking days of
 22 acceptance of this Agreement and hold it until time of closing the transaction or termination of this Agreement.
 23 Earnest money shall be returned promptly to Buyer in the event this offer is not accepted. If Buyer fails for any
 24 reason to timely submit Earnest Money in the contracted amount, Seller may terminate this Agreement upon
 25 notice to Buyer prior to Escrow Agent's receipt of the Earnest Money.
 26 2. **Disbursement:** Upon notification that Buyer or Seller intends not to perform, and if Escrow Agent is the Broker,
 27 then Broker holding the Earnest Money may release the Earnest Money as provided in this Agreement. If no
 28 provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by
 29 certified mail of the intended payee of the Earnest Money as permitted in 876 IAC 8-2-2. If neither Buyer nor
 30 Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified
 31 letter, Broker may release the Earnest Money to the party identified in the certified letter. If the Escrow Agent is
 32 the Broker, Broker shall be absolved from any responsibility to make payment to Seller or Buyer unless the
 33 parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876 IAC
 34 8-2-2 (release of earnest money). Buyer and Seller agree to hold the Broker harmless from any liability,
 35 including attorney's fees and costs, for good faith disbursement of Earnest Money in accordance with this
 36 Agreement and licensing regulations.
 37 3. **Legal Remedies/Default:** If this offer is accepted and Buyer fails or refuses to close the transaction, without
 38 legal cause, the earnest money shall be retained by Seller for damages Seller has or will incur. Seller retains all
 39 rights to seek other legal and equitable remedies, which may include specific performance and additional
 40 monetary damages. All parties have the legal duty to use good faith and due diligence in completing the terms
 41 and conditions of this Agreement. A material failure to perform any obligation under this Agreement is a default
 42 which may subject the defaulting party to liability for damages and/or other legal remedies, which, as stated
 43 above, may include specific performance and monetary damages in addition to loss of Earnest Money.

44
 45 E. **METHOD OF PAYMENT: (Check appropriate paragraph number)**
 46 1. **CASH:** The entire purchase price shall be paid in cash and no financing is required.
 47
 48 2. **NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a
 49 **Conventional** **Insured Conventional** **Other:** _____ first
 50 mortgage loan for _____ % of purchase price, payable in not less than _____ years, with an
 51 original rate of interest not to exceed _____ % per annum and not to exceed _____ points. Buyer
 52 shall pay all costs of obtaining financing, except _____
 53 _____
 54 _____

55 Any inspections and charges, which are required to be made and charged to Buyer or Seller by the lender,
 56 _____
 57 _____

58 FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or
59 regulations and shall supersede any provisions of this Agreement.

60
61 3. ASSUMPTION: (Attach Financing Addendum)

62 4. CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)

63
64 5. OTHER METHOD OF PAYMENT: (Attach Financing Addendum)

65
66
67 F. 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 0
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 0 days after acceptance of the
71 Agreement shall be allowed for obtaining loan approval or mortgage assumption approval. If an
72 approval is not obtained within the time specified above, this Agreement may terminate unless an
73 extension of time for this purpose is mutually agreed to in writing.

74
75 G. CLOSING: The closing of the sale (the "Closing Date") shall be on or before _____, or
76 within 60 days after acceptance of this offer, whichever is later or this Agreement
77 shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the latest
78 date above must be by mutual written agreement of the parties. The settlement or closing fee incurred in
79 conducting the settlement charged by the closing agent or company shall be paid by Buyer (included in
80 allowance, if provided) Seller Shared equally.

81
82 Notwithstanding terms to the contrary, the Parties agree that as a condition to closing, all funds delivered to the
83 closing agent's escrow account be in such form that the closing agent shall be able to disburse in compliance with
84 I.C. 27-07-3.7 et. seq.. Therefore, all funds from a single source of \$10,000 or more shall be wired unconditionally
85 to the closing agent's escrow account and all funds under \$10,000 from a single source shall be good funds as
86 so defined by statute. Buyer is advised that the cost incurred to wire funds on behalf of the buyer to the closing
87 agent's escrow account for the closing of this transaction shall become an expense to the buyer and the actual cost
88 incurred shall appear on the closing statement.

89
90 H. POSSESSION: The possession of the Property shall be delivered to Buyer at closing or within _____
91 days beginning the day after closing by _____ A.M. P.M. noon or on or before _____
92 if closed. All crops planted upon the Property prior to _____, shall belong to Seller, and
93 Seller shall have access to the Property for the purpose of harvesting crops. All other crops belong to Buyer.

- 94
95 1. Maintenance of Property: Seller shall maintain the Property in its present condition until its possession is
96 delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to
97 closing to determine whether Seller has complied with this paragraph. Seller shall remove all debris and
98 personal property not included in the sale.
- 99 2. Casualty Loss: Risk of loss by damage or destruction to the Property prior to the closing shall be borne by
100 Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to closing,
101 Buyer, at Buyer's option, may either (a) terminate this Agreement with prompt return of earnest money to
102 buyer or (b) elect to close the transaction, in which event Seller's right to all real property insurance
103 proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.
- 104 3. Utilities/Municipal Services: Seller shall pay for all municipal services and public utility charges through the
105 day of possession.

106
107 I. SURVEY: Buyer shall receive a (check one) SURVEYOR LOCATION REPORT, which is a survey where
108 corner markers are not set; BOUNDARY SURVEY, which is a survey where corner markers of the Property are
109 set prior to closing; WAIVED, no survey unless required by lender; at (Check one) Buyer's expense
110 (included in allowance, if provided) Seller's expense Shared equally. The survey shall (1) be received
111 prior to closing and certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all
112 improvements and easements, and (4) show the flood zone designation of the Property. If Buyer waives the right to
113 conduct a survey, the Seller, the Listing and Selling Brokers, and all licensees associated with Brokers are released
114 from any and all liability relating to any issues that could have been discovered by a survey. This release shall
115 survive the closing.

116
117 J. FLOOD AREA/OTHER: If the property is located in a flood plain, Buyer may be required to carry flood insurance at
118 Buyer's expense. Revised flood maps and changes to Federal law may substantially increase future flood
119 insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more
120 flood insurance agents regarding the need for flood insurance and possible premium increases. Buyer may
121 may not terminate this Agreement if the Property requires flood insurance. Buyer may may not terminate
122 this Agreement if the Property is subject to building or use limitations by reason of the location, which materially
123 interfere with Buyer's intended use of the Property.

124
(Property Address)

Page 2 of 6 (Unimproved Purchase Agreement)

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125 K. **INSPECTIONS: (Check appropriate paragraph number)**

126 Buyer has been made aware that independent inspections disclosing the condition of the property are available
127 and has been afforded the opportunity to require such inspections as a condition of this Agreement.
128

129 1. **BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**

130 Buyer **WAIVES** inspections and relies upon the condition of the Property based upon Buyer's own
131 examination and releases the Seller, the Listing and Selling Brokers and all licensees associated with Brokers
132 from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive
133 the closing. Required FHA/VA or lender inspections are not included in this waiver.
134

135 2. **BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS (including Lead-Based Paint)**
136 Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA,
137 or Buyer's lender(s). All inspections are at Buyer's expense (unless noted otherwise or required by lender) by
138 licensed independent inspectors or qualified independent contractors selected by Buyer within the following
139 time periods.
140

141 **INSPECTION/RESPONSE PERIOD:** Buyer shall order all independent inspections after acceptance
142 of the Purchase Agreement. Buyer shall have _____ days beginning the day following the date of
143 acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see
144 "Buyer's Inspection Response").
145

146 If Buyer does not comply with any Inspection/Response Period or make a written objection to any
147 problem revealed in a report within the applicable Inspection/Response Period, the Property shall be
148 deemed to be acceptable. If one party fails to respond or request in writing an extension of time to
149 respond to the other party's Independent Inspection Response, then that inspection response is
150 accepted. A timely request for extension is not an acceptance of the inspection response, whether or not
151 granted. A REASONABLE TIME PERIOD TO RESPOND IS REQUIRED TO PREVENT MISUSE OF THIS
152 ACCEPTANCE PROVISION. Factors considered in determining reasonable time periods include, but are not
153 limited to, availability of responding party to respond, type and expense of repairs requested and need of
154 responding party to obtain additional opinions to formulate a response.
155

156 If Buyer reasonably believes that the Inspection Report reveals a **DEFECT** with the Property (under Indiana
157 law, "Defect" means a condition that would have a significant adverse effect on the value of the
158 Property, that would significantly impair the health or safety of future occupants of the Property, or
159 that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected
160 normal life of the premises), and Seller is unable or unwilling to remedy the defect to Buyer's reasonable
161 satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this
162 Agreement or waive such defect and the transaction shall proceed toward closing. **BUYER AGREES THAT
163 ANY PROPERTY DEFECT PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND
164 MINOR REPAIR ITEMS MENTIONED IN ANY REPORT, SHALL NOT BE A BASIS FOR TERMINATION OF
165 THIS AGREEMENT.**
166

167 L. **TITLE APPROVAL:** Prior to closing, Buyer shall be furnished with a title insurance commitment for the most
168 current and comprehensive **ALTA Owner's Title Insurance Policy** available in the amount of the purchase
169 price or an abstract of title continued to date, showing marketable title to Property in Seller's name. Seller
170 must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage
171 assumed by Buyer and any restrictions or easements of record not materially interfering with Buyer's intended use
172 of the Property. A title company, at Buyer's request, can provide information about availability of various additional
173 title insurance coverages and endorsements and the associated costs.
174

175 **Owner's Title Insurance Premium** and that portion of Title Service Fees incurred to prepare the Owner's Policy
176 (including title search and examination and commitment preparation), to be paid by Buyer (included in
177 allowance, if provided) Seller Shared equally.
178

179 **Lender's Title Insurance Premium** and that portion of Title Service Fees incurred to prepare the Lender's Policy
180 (including title search and examination and commitment preparation), if applicable, to be paid by Buyer (included
181 in allowance, if provided) Seller Shared equally Other _____
182

183 The parties agree that Seller Buyer will select a title insurance company to issue a title insurance policy and
184 will order the commitment immediately or other: after contingencies under section
185 11 (Further conditions) see met
186

187 Pursuant to Federal and State law, Seller cannot make Seller's selection of a title insurance provider a condition of
188 this Agreement.
189
190
191

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

194
195 **M. TAXES: (Check appropriate paragraph number)**

196 1. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on
197 May 10, 2020, and all taxes due thereafter. At or before closing, Seller shall pay all
198 taxes for the Property payable before that date.

199
200 2. All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by Seller either to
201 the County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the
202 current calendar year shall be prorated on a calendar-year basis as of the day immediately prior to the
203 Closing Date.

204
205 For purposes of paragraph 1 and 2: For the purpose of determining the credit amount for accrued but unpaid
206 taxes, taxes shall be assumed to be the same as the most recent year when taxes were billed based upon certified
207 tax rates. This shall be a final settlement.

208
209 **N. PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or
210 taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not
211 limited to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall
212 pay any special assessments applicable to the Property for municipal improvements previously made to benefit the
213 Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in
214 assessments and that no governmental or private agency has served notice requiring repairs, alterations or
215 corrections of any existing conditions. Public or municipal improvements which are not completed as of the date
216 above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special
217 assessments for municipal improvements completed after the date of this Agreement.

218
219 **O. TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the
220 Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in
221 writing to a different date and/or time.

222
223 **Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and**
224 **delivery of such offer/counter offer.**

225
226 **P. COMMUNITY ASSOCIATION ("Association"):** Documents for a mandatory membership association shall be
227 delivered by the Seller to Buyer within NA days after acceptance of this Agreement. Broker is not
228 responsible for obtaining or verifying this information. If the Buyer does not make a written response to the
229 documents within NA days after receipt, the documents shall be deemed acceptable. In the event the
230 Buyer does not accept the provisions in the documents and the provisions cannot be waived, this Agreement may
231 be terminated by the Buyer and the earnest money deposit shall be refunded to Buyer promptly. Any approval of
232 sale required by the Association shall be obtained by the Seller, in writing, within NA days after Buyer's
233 approval of the documents. Fees charged by the "Association", or its management company, for purposes of
234 verification of good standing and/or transfer of ownership shall be shared equally by Buyer and Seller. Start-up or
235 one time reserve fees, if any, shall be paid by Buyer.

236
237 **Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable.**
238 **Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site**
239 **conditions that could affect the Property.**

240
241 **Q. PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS RECORDED PLATS AND EASEMENTS:** If the
242 Property is subject to and affected by certain recorded protective restrictions, covenants, limitations and easements
243 ("Covenants"), Seller shall furnish to Buyer a copy of the Covenants by the time evidence of title is provided. If the
244 Property is in a recorded subdivision, then Seller shall furnish to Buyer a copy of the recorded plat, amendments
245 and replats.

246
247 **R. ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding
248 against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled
249 to recover court costs and reasonable attorney's fees from the non-prevailing party.

250
251 **S. ENVIRONMENTAL REPRESENTATIONS OF SELLER.** To Seller's best knowledge, based on an inquiry of those
252 persons directly responsible for gathering the information, there does not currently exist any actual or potential
253 contamination of the soil, subsoil, ground water, or any other portion of the Property by any hazardous or toxic
254 substance or their constituents, or any underground tanks on the Property other than for the use of motor fuel or
255 heating oil for use and consumption of Seller on the premises, and no environmental filings have been made
256 concerning the Property with any governmental agency.

257

(Property Address)

258 To Seller's best knowledge, based on an inquiry of those persons directly responsible for gathering information,
259 Seller has complied at all times with all applicable federal, state and local environmental laws and regulations,
260 including without limitation, the Indiana Responsible Property Transfer Law, as amended, the Comprehensive
261 Environmental Response, Compensation and Liability Act, as amended, the Resource Conservation and Recovery
262 Act, as amended, the Toxic Substance Control Act, Superfund Amendments and Reauthorization Act of 1986, any
263 of the regulations under them, and any other federal statute and any state statute or municipal ordinance creating
264 liability for the treatment, storage, disposal, arranging, or the existence on the Property of any hazardous or toxic
265 substance, including their constituents. If required, Seller shall timely furnish to Buyer an environmental disclosure
266 statement complying with the Indiana Responsible Property Transfer Law.
267

268 T. MISCELLANEOUS:
269

- 270 1. Unless otherwise provided, any prorrations for rent, taxes, insurance, damage deposits, association
271 dues/assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.
272
273 2. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence
274 insurance.
275
276 3. The Indiana State Police has created a registry of known meth contaminated properties which can be found
277 at www.in.gov/meth. Click on "Clan Lab Addresses." Broker is not responsible for providing or verifying this
278 information.
279
280 4. The Indiana Sheriff's Sex Offender Registry exists (www.Indianasheriffs.org) to inform the public about the
281 identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for
282 providing or verifying this information.
283
284 5. Conveyance of this Property shall be by general Warranty Deed, or by _____, subject to taxes,
285 easements, restrictive covenants and encumbrances of record, unless otherwise agreed.
286
287 6. If it is determined Seller is a "foreign person" subject to the Foreign Investment in Real Property Tax Act,
288 Seller will pay applicable tax obligation.
289
290 7. Any notice required or permitted to be delivered, shall be deemed received when personally delivered,
291 transmitted electronically or digitally or sent by express courier or United States mail, postage prepaid,
292 certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.
293
294 8. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is
295 binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and
296 assigns.
297
298 9. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the
299 invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
300
301 10. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior
302 understandings or written or oral agreements between the parties' respecting the transaction and cannot be
303 changed except by their written consent.
304
305 11. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the
306 Property.
307
308 12. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including
309 lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and
310 home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and
311 Seller are free to select providers other than those referred or recommended to them by Broker(s). The
312 parties agree that Brokers and their companies shall be released and held harmless in the event of claims
313 disputes with any service provider.
314
315 13. By signing below, the parties to this transaction acknowledge: 1) receipt of a copy of this Agreement; and 2)
316 information regarding this transaction may be published in a multiple listing service, Internet or other
317 advertising media.
318
319 14. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed
320 until this transaction is closed.
321
322 15. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and
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(Property Address)

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facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.

16. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # _____

17. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.

U. FURTHER CONDITIONS AND ZONING REQUIREMENTS (List and attach any addenda): Purchase is subject to approval of the City of Fort Wayne Board of Public Works and the approval of the Common Council of the City of Fort Wayne

V. ACKNOWLEDGEMENTS: This is is not a limited agency transaction. Buyer and Seller acknowledge that each has received agency office policy disclosures, has had agency explained and now confirms all agency relationships. Buyer and Seller further acknowledge that they understand and accept agency relationships involved in this transaction. By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.

W. CONSULT YOUR ADVISORS: Buyer and Seller acknowledge they have been advised that, prior to signing this document, they may seek the advice of an attorney for the legal or tax consequences of this document and the transaction to which it relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the condition of the Property.

X. EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by _____ A.M. P.M. Noon the _____ day of _____, this Purchase Agreement shall be null and void and all parties shall be relieved and released of any and all liability or obligations.

This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The parties agree that this Agreement may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly delivered, if requested.

City of Fort Wayne
Daniel A. Brenner 10-15-19
BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE
Daniel A. Brenner PRINTED PRINTED

SELLER'S RESPONSE: (Check appropriate paragraph):

This 15th day of Oct, 2019, at 9:00 A.M. P.M. Noon

- 1. The above offer is Accepted.
- 2. The above offer is Rejected.
- 3. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and the Counter Offer.

David D. Croghan Sr 10-15-19 David
SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE
David D. Croghan Sr PRINTED PRINTED



Prepared and provided as a member service by the Indiana Association of REALTORS®, Inc. (IAR). This form is restricted to use by members of IAR. This is a legally binding contract, if not understood seek legal advice.
Form #34. Copyright IAR 2015



Exhibit A

That part south of the north line of Gruber Avenue of Lot #16 in Vesey Gardens Addition to the City of Fort Wayne, Indiana.

AND

Part of the North Half of Section 15, Township 30 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

Beginning at the point on the east line of Vesey Avenue, said point being 420 feet west and 953.43 feet north of the intersection of the south line of the North Half of Section 15, Township 30 North, Range 12 East, Allen County, Indiana, and the west bank of the St. Mary's River: thence north along the east line of Vesey Avenue, a distance of 366.57 feet; thence east with a deflection angle to the right of 85 degrees 31 minutes 20 seconds a distance of 324.45 feet; thence south with a deflection angle to the right of 46 degrees 12 minutes and along the St. Mary's River a distance of 189.35 feet; thence south with a deflection angle to the right 35 degrees 35 minutes 30 seconds and along the St. Mary's River a distance of 133.96 feet; thence south with a deflection angle to the right of 7 degrees 25 minutes 40 seconds and along the St. Mary's River a distance of 504.58 feet to the point of beginning, containing 3.82 acres.

**A RESOLUTION OF THE CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS
APPROVING THE PURCHASE OF VACANT LAND LOCATED
AT 3100 (BLK OF) VESEY AVENUE**

RESOLUTION #106-11-12-19-1

WHEREAS, the City of Fort Wayne (the "City") wishes to purchase a parcel of real estate, located in 3100 (Blk of) Vesey Avenue; and

WHEREAS, the City wishes to purchase from David D. Croghan, Sr that certain parcel of real estate having the address of 3100 (Blk of) Vesey Avenue; and

WHEREAS, David D. Croghan, Sr, wishes to voluntarily sell the Real Estate to the City for an agreed-upon purchase price of Seven Thousand and One Hundred Dollars (\$7,100.00).

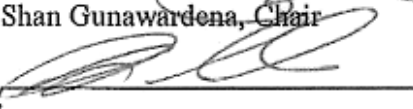
NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE, INDIANA, BOARD OF PUBLIC WORKS AS FOLLOWS:

The purchase of the Real Estate by the City of Fort Wayne, Indiana, in the amount of Seven Thousand and One Hundred Dollars (\$7,100.00) is hereby approved.

APPROVED this 12th day of November 2019.

BOARD OF PUBLIC WORKS

BY: 
Shan Gunawardena, Chair

BY: 
Kumar Menon, Member

BY: 
Mike Avila, Member

ATTEST: 
Michelle Fulk-Vondran, Clerk

Prepared by: Chris Carmichael, City of Fort Wayne, Assistant Property Manager

COUNCIL DIGEST SHEET

COST COMPARISON

<i>Increase/decrease amount from prior years For annual purchase (if available).</i>	N/A
--	-----

DESCRIPTION OF PROJECT / NEED

<i>Identify need for project & describe project; attach supporting documents as necessary.</i>	City acquiring real estate to be included as a part of City's ongoing plan to convert flood prone areas to green space

REQUEST FOR PRIOR APPROVAL

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

FUNDING SOURCE

<i>Account Information.</i>	Flood Control Funds

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 and David D. Croghan for property located in the 3100 (blk of) Vesey Ave in Wayne Township, Allen County, Indiana
Awarded To	David D. Croghan
Amount	N/A
Conflict of interest on file?	N/A
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 (State, Federal, Piggyback--Authority)	Purchase Agreement between City of Fort Wayne and David D. Croghan for property located in the 3100 (blk of) Vesey Ave in Wayne Township, Allen County, Indiana
Sole Source/ Compatibility Justification	N/A

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

Most Responsible, Responsive Lowest	No <i>If no, explain below</i>
If not lowest, explain	N/A



CITY OF FORT WAYNE

THOMAS G. HENRY, MAYOR

November 18, 2019

City Council Members
City of Fort Wayne

RE: City of Fort Wayne/David D. Croghan Purchase Agreement 3100 (blk of) Vesey Avenue

Dear Council Members:

The City has entered into a Purchase Agreement to acquire property in the 3100 (blk of) Vesey Avenue in Wayne Township, Allen County, Indiana. A copy is attached.

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

We are asking for Council to approve this acquisition.

If you have any questions on the above, please feel free to contact me at 427-2317.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Carmichael".

Christopher Carmichael
Assistant Property Manager

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An Equal Opportunity Employer

BILL NO. R-19-11-27

REPORT OF COMMITTEE ON FINANCE

December 3, 2019

Russ Jehl Chair

Jason Arp Co-Chair

All Council Members

A Resolution approving the purchase of certain real estate located in the 3100 block of Vesey Ave, Wayne Township, Fort Wayne, Indiana, for the City of Fort Wayne, by and through the Division of Public Works – Resolution #106-11-12-19-01

The purchase price for the property is \$7,100.00






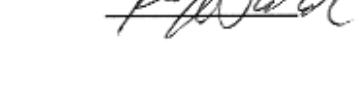
COMMITTEE ON FINANCE HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

DO PASS

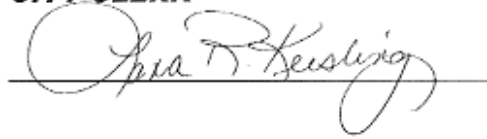
DO NOT PASS

ABSTAIN

NO REC

	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
_____	_____	_____	_____

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date: N/A

Read the first time in full and on motion by Councilman Jehl.

Read the second time by title and referred to the Finance Committee.

Read the third time in full and on motion by Councilman Jehl, placed on passage by the following vote:

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BARRANDA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CRAWFORD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ENSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: December 10, 2019


LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Resolution No. R-19-11-27 on the 10th day of December, 2019


LANA R. KEESLING
CITY CLERK


PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th of December 2019, at the hour of 8:40 o'clock A.M. E.S.T.


LANA R. KEESLING, CITY CLERK

Approved and signed by me this 11th day of December

2019, at the hour of 2:00 o'clock PM E.S.T.

FORT WAYNE, INDIANA
RECEIVED

DEC 12 2019

LANA R. KEESLING
CITY CLERK


THOMAS C. HENRY, MAYOR