

3  
4 **A RESOLUTION OF THE**  
5 **COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA,**  
6 **REGARDING THE APPROVAL OF THE EXPENDITURE OF AVAILABLE**  
7 **LOCAL INCOME TAX REVENUES FOR THE ACQUISITION BY**  
8 **THE FORT WAYNE REDEVELOPMENT COMMISSION OF LAND AND**  
9 **IMPROVEMENTS DEEMED NECESSARY FOR FURTHER EXPANSION OF**  
10 **THE**  
11 **RIVERFRONT DEVELOPMENT PLANS OF THE CITY OF FORT WAYNE**  
12 **(1322-1330 NORTH HARRISON STREET)**

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13 WHEREAS, the City of Fort Wayne Redevelopment Commission (the  
14 “Commission”), desires to acquire certain real estate located at 1322 North Harrison  
15 Street (PIN #02-12-02-204-002.000-074) and 1330 North Harrison Street (PIN #02-12-  
16 02-204-001.000-074) (collectively, the “Real Estate”), which Real Estate is depicted in  
17 attached Exhibit A; and

18 WHEREAS, on April 10, 2023, the Commission approved a Purchase  
19 Agreement for the Real Estate (the “Purchase Agreement”), attached hereto as Exhibit B,  
20 which Purchase Agreement requires as a condition to close the approval by the Common  
21 Council of the funds necessary for the acquisition of the Real Estate; and

22 WHEREAS, the Commission has requested from the Common Council  
23 approval for the expenditure of riverfront local income tax revenues (“Riverfront LIT”)  
24 for payment of: (i) the purchase price and associated expenses pursuant to the Purchase  
25 Agreement, and (ii) costs associated with the demolition and clearing of the Real Estate,  
26 all in an amount not to exceed Three Hundred Eighty-Five Thousand Dollars (\$385,000)  
27 (collectively, the “Acquisition Costs”); and

28 WHEREAS, the Common Council has determined that acquisition of the  
29 Real Estate is critical for the successful implementation of Riverfront Phase II in that: (i)  
30

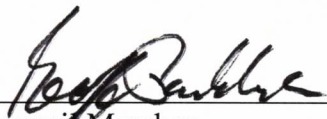
1 the location of the Real Estate near the center of the proposed Riverfront Phase II public  
2 space will allow for greater flexibility in the design and construction of the public space,  
3 and (ii) in combination with adjacent properties previously acquired by the Commission,  
4 the Real Estate will provide an excellent location for compatible private sector  
5 development and investment.  
6

7 NOW, THEREFORE, BE IT RESOLVED BY THE COMMON  
8 COUNCIL OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

9 1. The Common Council finds, determines, ratifies and confirms that  
10 the acquisition of the Real Estate is in the best interests of the citizens and taxpayers of  
11 the City of Fort Wayne, will support the redevelopment goals and objectives of the City  
12 of Fort Wayne, and will support the ongoing riverfront development goals previously  
13 approved within the area.  
14

15 2. The Common Council does hereby approve expenditure of  
16 Riverfront LIT for the Acquisition Costs in an amount not to exceed Three Hundred  
17 Eighty-Five Thousand Dollars (\$385,000).  
18

19 3. This Resolution shall be in full force and effect from and after the  
20 time it has been adopted by Common Council, approved by the Mayor and otherwise  
21 executed and delivered in accordance with any and all laws appertaining thereto.  
22

23   
24 \_\_\_\_\_  
25 Council Member

26 APPROVED AS TO FORM AND LEGALITY:

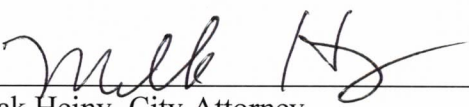
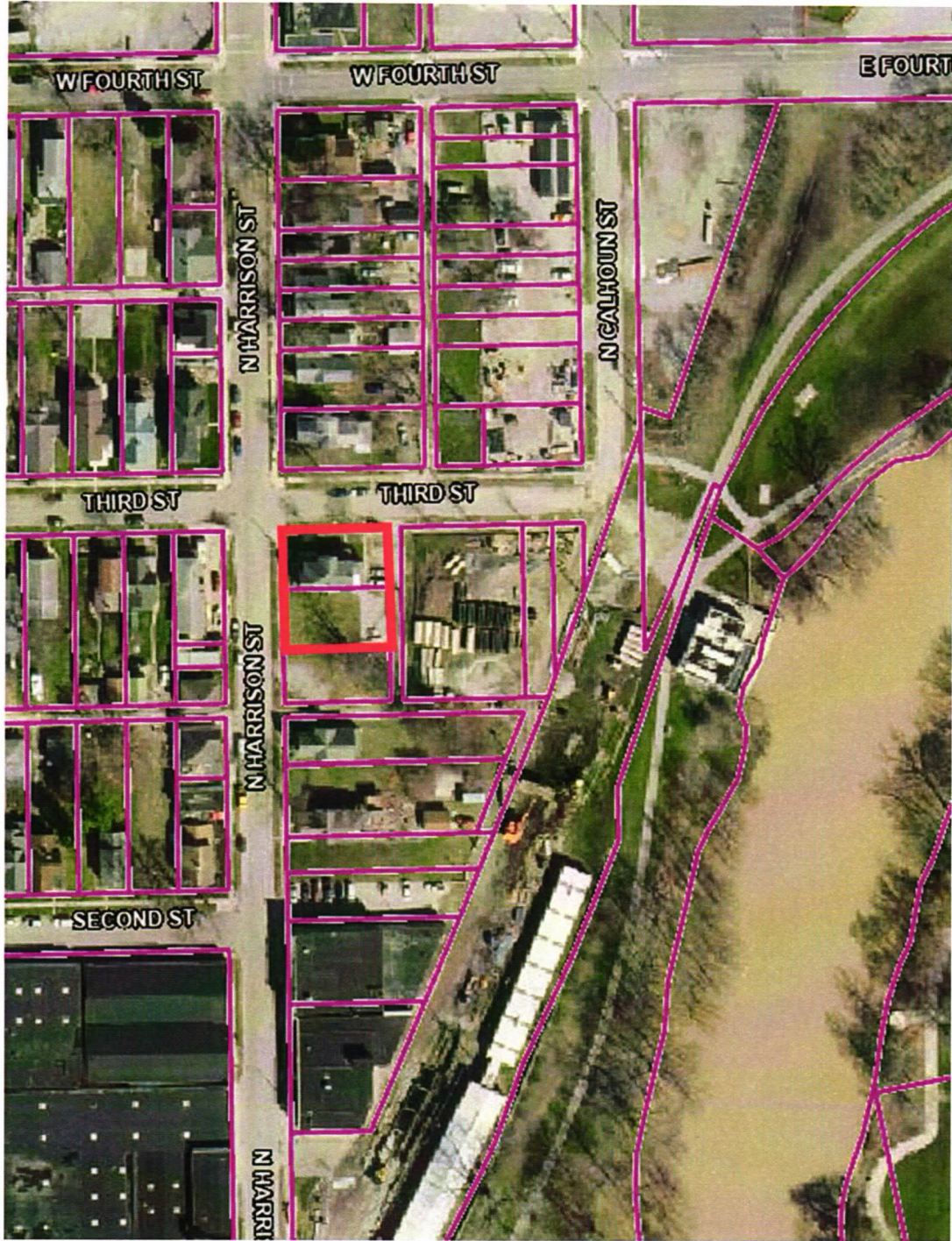
27   
28 \_\_\_\_\_  
29 Malak Heiny, City Attorney  
30

EXHIBIT A

THE "REAL ESTATE"



**EXHIBIT B**

THE "PURCHASE AGREEMENT"

*(see following pages)*

## REAL ESTATE PURCHASE AGREEMENT

1. This Real Estate Purchase Agreement (“**Agreement**”) is made to be effective the 8<sup>TH</sup> day of March, 2023 (the “**Effective Date**”), by and among Kenneth E. Schultz, Jr., individually, and Kenneth E. Schultz, Jr. and Linda L. Schultz, husband and wife (collectively, “**Seller**”) and The City of Fort Wayne, Indiana, Department of Redevelopment, acting by and through the Fort Wayne Redevelopment Commission (“**Buyer**”).
2. **PROPERTY:** Seller agrees to sell and convey to Buyer, and Buyer agrees to buy from Seller, the real property described on Exhibit A attached hereto and incorporated herein, which is commonly known as 1322-1330 N. Harrison Street, Fort Wayne, Indiana, with existing site improvements, and all privileges and appurtenances pertaining thereto, including but not limited to all of Seller's right, title, and interest in and to any and all easements, adjacent streets, utility reservations, alleys, rights of way, strips and gores of land, mineral rights, water and water rights, wells, well rights and permits, water and sewer taps, sanitary or storm sewer capacity or reservations, rights under utility agreements with any applicable governmental or quasi-governmental entities or agencies with respect to the providing of utility services to such real property, tenements, hereditaments, privileges, licenses and appurtenances, reversions, and remainders in any way belonging, remaining, or appertaining thereto and together with all improvements, fixtures, personal property, trees, timber, or other crops and plants and minerals located thereunder or thereon (collectively referred to as the “**Property**”).
3. **PRICE:** The purchase price for the Property (the “**Purchase Price**”) shall be Three Hundred Thousand and 00/100 Dollars (\$300,000.00). The Purchase Price shall be payable at Closing (as defined below) and subject to the prorations and adjustments hereinafter described and in accordance with the terms and conditions stated in this Agreement. The Purchase Price shall be allocated as follows: the sum of \$40,000.00 shall be allocated to the property commonly known as 1322 N. Harrison Street (which is a bare lot); and the sum of \$260,000.00 shall be allocated to the property commonly known as 1330 N. Harrison Street.
4. **EARNEST MONEY:** Five Thousand and 00/100 Dollars (\$5,000.00) will be deposited by Buyer, as “**Earnest Money**,” with Titan Title Services, LLC, Attn: Andrew Wartenbe, as “**Escrow Agent**,” within ten (10) days of the Effective Date. If this Agreement is terminated by Buyer prior to the expiration of the Due Diligence Period (as defined in **Section 7** herein), or pursuant to a Seller Default (as hereinafter defined), the Earnest Money shall be immediately returned to Buyer. The Earnest Money shall be applied as a credit towards the Purchase Price at Closing. Upon expiration of the Due Diligence Period, and provided that this Agreement has not been terminated by Buyer, the Earnest Money shall become non-refundable to Buyer (except as otherwise set forth herein in connection with a Seller Default or the failure of a closing condition).
5. **CLOSING:** Subject to the provisions of this Agreement, the closing of the sale of the Property (the “**Closing**”) shall take place via escrow with the Escrow Agent no more than (10) days after the expiration of the Due Diligence Period.
6. **POSSESSION:** Possession of the Property shall be delivered to Buyer on the Closing Date free of all third-party interests, in its present condition, ordinary wear and tear excepted and damage caused by Buyer's Examinations and casualty.
7. **DUE DILIGENCE PERIOD:**

- A. Buyer shall have ninety (90) days following the Effective Date (the “**Due Diligence Period**”) to conduct such due diligence as Buyer may in its sole judgment desire, including but not limited to engineering studies, appraisals, document review, surveys, environmental assessments, inspections, and other examinations (collectively, “**Examinations**”); and to review title and survey.
- B. Buyer’s obligations under this Agreement shall be conditioned upon Buyer’s review and approval, in its sole and absolute discretion, of the Property and all aspects thereof, including by way of illustration but not limitation, all physical, financial and environmental matters relating to the Property.

Upon commencement of the Due Diligence Period and throughout the term of this Agreement, Buyer and its representatives and agents shall have the right to enter upon the Property to perform and complete the activities and investigations set forth herein. The Examinations are to be made at Buyer’s expense, and Buyer shall be liable for any damage (ordinary wear and tear excepted) caused to the Property by Buyer or Buyer’s agents during the Examinations. Further, Buyer agrees to indemnify and hold harmless Seller from and against any damages or claims for injuries to any persons or to the Property that arise as a direct result of the Examinations, except to the extent such damages or claims are caused by or arise from (i) preexisting conditions, (ii) hazardous materials not first placed on the Property by Buyer, its agents, or representatives, (iii) mere discovery of existing conditions, facts or circumstances that adversely affect (or may adversely affect) the value of the Property, or (iv) Seller’s or Seller’s employees’ or agents’ negligence or intentional misconduct which adversely affects the value of the Property or results in a third-party claim, which indemnity shall survive the Closing or any earlier termination of this Agreement.

- C. The purchase of the Property is further subject to the approval of this Agreement, during the Due Diligence Period, by the Fort Wayne Redevelopment Commission and such other governmental bodies as are necessary by operation of law (including without limitation the Common Council of the City of Fort Wayne).
8. **TAXES:** All real property taxes assessed for any prior calendar year and remaining unpaid, shall be the obligation of Seller, and all taxes assessed for the year of Closing and payable in the following year shall be prorated between Seller and Buyer on a calendar year basis as of the Closing Date. If the taxes for the Property have not been determined at the Closing of the transaction, said taxes shall be assumed to be the same as the prior year for the purpose of such proration and a credit at Closing shall be given to Buyer for taxes not due and payable as of the Closing Date, but accruing prior to the Closing Date.
9. **INTENTIONALLY DELETED**
10. **SURVEY:** Buyer may obtain, at Buyer’s expense, a boundary survey of the Property.
11. **TITLE:** Buyer shall obtain, at Buyer’s expense, a Commitment for an ALTA Owner’s policy of Title Insurance with extended coverage (the “**Commitment**”). Buyer shall deliver to Seller a copy of the Commitment within five (5) days of Buyer’s receipt thereof.

12. **TITLE AND SURVEY APPROVAL:** If Buyer has an objection to items disclosed in the Commitment or the Survey (as the same are updated from time to time), Buyer shall make written objections to Seller within ten (10) days of the date of delivery of all of the Commitment, the recorded documents and the Survey (or applicable update thereof which disclosed additional matters). If no such objections are made, Buyer shall be deemed to have waived all objections to matters disclosed in the Commitment, other than liens of a monetary nature which may be removed by payment of a liquidated sum ("**Permitted Exceptions**"). If Buyer makes such objections, Seller shall have fifteen (15) days from the date such objections are disclosed to cure the same. If the objections are not satisfied within such time period, Buyer may either (a) terminate this Agreement by written notice to Seller prior to Closing and Escrow Agent shall promptly return the Earnest Money to Buyer, or (b) waive the unsatisfied objections (which shall be added to the "Permitted Exceptions") and close the transaction in accordance with this Agreement. Any endorsements to the Commitment or the Title Policy requested by Buyer shall be at Buyer's expense.
13. **INTENTIONALLY DELETED**
14. **SALES EXPENSES:** Seller and Buyer agree that all sales expenses are to be paid in cash prior to or at the Closing.
- A. **SELLER'S EXPENSES:** In addition to the prorations provided in **Section 8**, Seller agrees to pay all costs of releasing existing loans and recording the releases; and the following costs: taxes accruing as of the Closing Date; the premium for the base Owner's Title Insurance Policy; one-half of any and all closing fees; and other expenses not stipulated to be paid by Buyer under other provisions of this Agreement.
- B. **BUYER'S EXPENSES:** In addition to the prorations provided in **Section 8**, Buyer agrees to the cost of the Survey; costs of any endorsements or upgrades to the base Owner's Title Insurance Policy; the commissions due to the Brokers (defined below), each receiving three percent (3%) of the gross Purchase Price; the fees of Escrow Agent; one-half of any and all closing fees; and other expenses to be paid by Buyer under other provisions of this Agreement.
15. **DEFAULT:** If Buyer breaches this Agreement and is in default, Seller may treat this Agreement as being terminated and receive as its sole remedy the Earnest Money as liquidated damages and Seller shall have no further right or remedy at law or in equity against Buyer. In the event that Seller fails to timely comply with all conditions, covenants and obligations hereunder, or if any of the representations and warranties of Seller contained herein are untrue either when made or become untrue any time thereafter, or if Seller otherwise breaches this Agreement, such failure or misrepresentation shall be an event of default by Seller (a "**Seller Default**"), then (i) notwithstanding any other provision of this Agreement to the contrary, the Earnest Money shall be promptly returned to Buyer and this Agreement shall be terminated, or (ii) Buyer may seek specific performance, and in either of such events, Buyer shall have no further right or remedy at law or in equity against Seller.
16. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding against any other party brought for a breach of this Agreement shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

17. **ESCROW:** The Earnest Money shall be deposited with Escrow Agent with the understanding that (a) Escrow Agent is not a party to this Agreement and does not assume or have any liability for performance or non-performance of any party and (b) before the Escrow Agent has any obligation to disburse the Earnest Money in the event of dispute, it has the right to require from all signatories a written release of liability of the Escrow Agent, termination of the Agreement and authorization to disburse the Earnest Money, all as shall be set forth in a written escrow agreement with Escrow Agent.

18. **DUTIES OF BUYER AND SELLER AT CLOSING:**

A. At the Closing, Seller shall deliver to Buyer, the following:

- (1) A duly executed and acknowledged General Warranty Deed conveying to Buyer or its designee good, marketable, and indefeasible title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, subject only to the Permitted Exceptions;
- (2) A duly executed and acknowledged Vendor's Affidavit in a form acceptable to Buyer and Title Company;
- (3) An Owner's Title Insurance Policy, with extended coverage, including all endorsements requested by Buyer (the "Title Policy") issued by Title Company, in the full amount of the Purchase Price, dated as of Closing, insuring Buyer's fee simple title to the Property to be good, marketable, and indefeasible, subject only to the Permitted Exceptions;
- (4) An executed Indiana Disclosure of Sales Information form complying with I.C. 6-1.1-5.5;
- (5) A duly executed Closing Statement; and
- (6) All other necessary documents reasonably requested by Buyer to close this transaction.

B. At the Closing, Buyer shall deliver and perform the following:

- (1) Pay the Purchase Price in the form of readily available funds;
- (2) Execute a Closing Statement;
- (3) Provide evidence of its capacity and authority for the closing of this transaction, if required by the Title Company;
- (4) Execute a counterpart of the Indiana Disclosure of Sales Information form; and
- (5) Execute all other necessary documents reasonably requested by Seller to close this transaction.

19. **INTENTIONALLY DELETED**

20. **EXISTING LEASES:** For avoidance of doubt, and notwithstanding anything contained herein to the contrary, on or before the Closing Date all leases encumbering the Property shall be terminated (the "Existing Leases") and all tenants of the Property shall have vacated the Property. Seller agrees, to the extent permitted by Indiana law, to indemnify and hold Buyer harmless of and from any and all liabilities, claims, demands and expenses, of any kind or nature, arising or attributable to the Existing Leases, including, but not limited to, court costs and attorneys' fees.

21. **REPRESENTATIONS AND WARRANTIES OF SELLER:** To induce Buyer to execute this Agreement, Seller represents, warrants and covenants to Buyer as follows:

- A. Seller has the full capacity, right, power and authority to execute, deliver, and perform this Agreement and all documents to be executed by Seller pursuant hereto, and all required actions and approvals have been taken and obtained.
- B. No action, suit, claim, arbitration, litigation, or other proceedings is pending or, to the best knowledge of Seller's signatory to this Agreement, threatened against Seller or related to the Property or any part thereof.
- C. Seller is not involved in any proceedings by or against Seller in any court under the Bankruptcy Code, or any other insolvency or debtor's relief law, whether federal or state, or for the appointment of a trustee, receiver, liquidator, assignee, or other similar official of Seller or a substantial part of Seller's property.
- D. Seller will not create, permit, or suffer any lien or other encumbrance to attach to or affect the Property, other than the lien of non-delinquent real estate taxes and any liens attributable to Buyer. On the Closing Date, there will be no liens and/or unpaid claims of contractors, materialmen, or laborers which could give rise to a lien against the Property (other than any of the foregoing attributable to Buyer), and there will be no mortgages or security interests against the Property.
- E. Except for the Existing Leases, which shall be terminated on or before the Closing Date, Seller has good and marketable fee simple title to the Property, free and clear of all liens, security interests, encumbrances, recorded and unrecorded leases, service contracts, and restrictions of every kind and description, except the Permitted Exceptions, and liens and encumbrances to be released on the Closing Date. There is no offer, option to purchase, right of first offer, or right of first refusal for the sale or lease of all or any portion of the Property.
- F. As of the Closing Date, there shall be no persons or entities in possession or occupancy of the Property, nor shall any persons or entities have possessory or other rights with respect to or interests in the Property or any part thereof.
- G. To Seller's knowledge, no hazardous materials have been used, generated, manufactured, stored, treated, released, or disposed of at, in, on, or under the Property in violation of any applicable law, except as has/have been remediated in accordance with applicable laws.

The foregoing representations are true, correct, and complete, and the foregoing warranties are in full force and effect and binding on Seller, as of the Effective Date of this Agreement, and shall be true and correct and in full force and effect, and deemed to have been reaffirmed and restated by Seller as of the Closing Date, shall survive Closing, shall not be deemed merged into any instrument of conveyance delivered at Closing, and shall inure to the benefit of and be enforceable by Buyer and its successors and assigns.

Except as provided below, the representations and warranties contained in this **Section 21** will survive for twelve (12) months after the Closing Date.

**22. MISCELLANEOUS:**

- A. Any notice or demand required or permitted to be given under this Agreement or by law shall be in writing and deemed to have been duly given (a) on the date of delivery of such notice, if delivered in person by the sending party (or its agent), (b) on the date an electronic mail containing such notice is sent (provided that a duplicate copy is sent contemporaneously by one of the other methods described in this **Section 22(A)**), (c) on the next business day following the date such notice is deposited with a nationally recognized overnight delivery service, or (d) three business days following mailing, if such notice is sent via United States mail, postage prepaid and certified with return receipt requested, in each case to the appropriate address(es) set forth below (or to such other address as a party may designate from time to time by notice to the other party):

**Seller:** Kenneth E. Schultz, Jr. and Linda L. Schultz  
3525 Scarborough Drive  
New Haven, Indiana 46774  
[Insert email address]

**With a copy to:** Adam Smith  
Coldwell Banker Real Estate Group  
9109 Stellhorn Cross Parkway  
Fort Wayne, Indiana 46815  
[adam@fwaynehomefinder.com](mailto:adam@fwaynehomefinder.com)

**Buyer:** Fort Wayne Redevelopment Commission  
Attn: Executive Director  
200 East Berry Street, Suite 320  
Fort Wayne, IN 46802  
[Jonathan.Leist@cityoffortwayne.org](mailto:Jonathan.Leist@cityoffortwayne.org)

**With a copy to:** Tom Trent  
Rothberg Logan Warsco LLP  
505 East Washington Boulevard  
P.O. Box 11647  
Fort Wayne, Indiana 46859  
[trent@rothberg.com](mailto:trent@rothberg.com)

Susan Carpenter  
Coldwell Banker Real Estate Group  
[Insert Address]  
[City, State, Zip]  
[scarpenter@coldwellhomes.com](mailto:scarpenter@coldwellhomes.com)

- B. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and the jurisdiction and venue with respect to any disputes arising hereunder will be proper only in the city or county in which the Property is located.
  - C. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns. Buyer may, without the consent of Seller, assign its rights under this Agreement to a third party at any time on or before the Closing Date.
  - D. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
  - E. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the transaction and cannot be changed except by their written consent.
  - F. The provisions of this Agreement and of the documents to be executed and delivered at the Closing are and will be for the benefit of Seller and Buyer (and Buyer's assigns, if any) only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at the Closing.
  - G. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Agreement falls on a Saturday, Sunday or federal legal holiday, then such date will be extended to the next following date which is not a Saturday, Sunday or federal legal holiday.
  - H. Subject to Buyer's consent, not to be unreasonably withheld, conditioned, or delayed, Seller may remove any fixtures or personal property located upon the Property as of the Effective Date, provided that such removal does not compromise the structural integrity of any improvements located on the Property.
23. **PROFESSIONAL FEES:** Except for Susan Carpenter and Adam Smith, each a real estate broker with Coldwell Banker Real Estate Group (collectively, the "**Brokers**"), Seller and Buyer represent to each other that no brokers are involved in this transaction and that Seller and Buyer shall indemnify each other from claims of any other third parties claiming a fee or other compensation for brokerage or other similar services to have been rendered for Seller or Buyer.
24. **EXCLUSIVE RIGHTS:** Seller and Seller's agents shall refrain from all further marketing efforts for the Property and shall not accept or entertain offers, negotiate, solicit interest, or otherwise enter

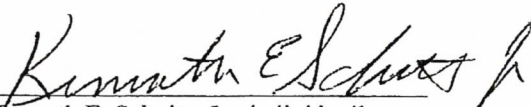
into discussions involving the sale, recapitalization, restructuring, or disposition of all or any part of the Property, until the termination of this Agreement.

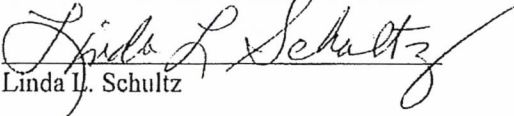
25. **WAIVER OF JURY TRIAL.** TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, SELLER AND BUYER WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN OR AMONG SELLER AND BUYER ARISING OUT OF THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

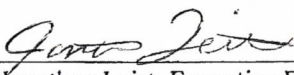
SELLER:

By:   
Kenneth E. Schultz, Jr., individually,  
and as the husband of Linda-L. Schultz

By:   
Linda L. Schultz

BUYER:

**THE CITY OF FORT WAYNE, INDIANA,  
DEPARTMENT OF REDEVELOPMENT,  
acting by and through the  
FORT WAYNE REDEVELOPMENT COMMISSION**

By:   
Jonathan Leist, Executive Director

---

**EXHIBIT A**

**[Insert Legal Description]**



LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
(SALES)

For use only by members of the Indiana Association of REALTORS®

PROPERTY ADDRESS: 1330 & 1332 N Harrison Street, Fort Wayne, IN 46808

LEAD WARNING STATEMENT

Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE

(a.) Presence of lead-based paint and/or lead-based paint hazards: (check (i) or (ii) below)

- (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b.) Records and reports available to the seller: (check (i) or (ii) below)

- (i) Seller has provided the buyer with all available records and reports including Seller's Residential Real Estate Sales Disclosure form, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the housing (list and attach documents below):
(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

BUYER'S ACKNOWLEDGEMENT (initial)

- (c.) Buyer has received copies of all information listed above.
(d.) Buyer has received the pamphlet Protect Your Family From Lead In Your Home.
(e.) Buyer has (check (i) or (ii) below):

- (i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards;
OR
(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

BROKER'S ACKNOWLEDGMENT (initial)

(f.) Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance. (NOTE: where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.)

1330 & 1332 N Harrison Street, Fort Wayne, IN 46808
(Property Address)

47 **CERTIFICATION OF ACCURACY**

48 The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they  
49 have provided is true and accurate.

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

56 *Jonathan Leist* 3/8/23  
57 BUYER'S SIGNATURE DATE

58 JONATHAN LEIST  
59 PRINTED

63 BUYER'S SIGNATURE DATE

67 PRINTED

70 SELLING BROKER DATE

*Kenneth E Schultz Jr* 3/5/23  
SELLER'S SIGNATURE DATE

Kenneth E Schultz Jr  
PRINTED

*Linda L Schultz* 3/5/23  
SELLER'S SIGNATURE DATE

Linda L Schultz  
PRINTED

*Adam J Smith* 3/5/2023  
LISTING BROKER DATE  
Adam J Smith



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Form #37. Copyright IAR 2023



1330 & 1332 N Harrison Street, Fort Wayne, IN 46808  
(Property Address)



# SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 46234 (R6/6-14)

Date (month, day, year) 3/7/23

Note: This form has been modified from the version currently found at 876 IAC 9-1-2 to include questions regarding disclosure of contamination related to controlled substances or methamphetamine as required by

P.L. 180-2014. Rule revisions will be made to 876 IAC 9-1-2 to include these changes in the near future, however the Commission has made this information available now through this updated form.

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be a part of any contract between the buyer and the owner. Indiana law (IC 32-21-5) generally requires sellers of 1-4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate.

Property address (number and street, city, state, and ZIP code)

1330 & 1332 N Harrison Street, Fort Wayne, IN 46808

1. The following are in the conditions indicated:

A. APPLIANCES	None/Not Included/Rented	Defective	Not Defective	Do Not Know	C. WATER & SEWER SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	
Built-in Vacuum System	X				Cistern	X				
Clothes Dryer	X				Septic Field/Bed	X				
Clothes Washer	X				Hot Tub	X				
Dishwasher	X				Plumbing			X		
Disposal	X				Aerator System	X				
Freezer	X				Sump Pump	X				
Gas Grill	X				Irrigation Systems	X				
Hood	X				Water Heater/Electric	X				
Microwave Oven	X				Water Heater/Gas	X				
Oven	X				Water Heater/Solar	X				
Range	X				Water Purifier	X				
Refrigerator	X				Water Softener	X				
Room Air Conditioner(s)	X				Well	X				
Trash Compactor	X				Septic and Holding Tank/Septic Mound	X				
TV Antenna/Dish	X				Geothermal and Heat Pump	X				
Other:					Other Sewer System (Explain)	X				
					Swimming Pool & Pool Equipment	X				
								Yes	No	Do Not Know
					Are the structures connected to a public water system?			X		
					Are the structures connected to a public sewer system?			X		
					Are there any additions that may require improvements to the sewage disposal system?				X	
					If yes, have the improvements been completed on the sewage disposal system?					
					Are the improvements connected to a private/community water system?				X	
					Are the improvements connected to a private/community sewer system?				X	
B. Electrical System	None/Not Included/Rented	Defective	Not Defective	Do Not Know	D. HEATING & COOLING SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	
Air Purifier	X				Attic Fan	X				
Burglar Alarm	X				Central Air Conditioning	X				
Ceiling Fan(s)	X				Hot Water Heat	X				
Garage Door Opener / Controls	X				Furnace Heat/Gas	X				
Inside Telephone Wiring and Blocks/Jacks				X	Furnace Heat/Electric	X				
Intercom	X				Solar House-Heating	X				
Light Fixtures			X		Woodburning Stove	X				
Sauna	X				Fireplace	X				
Smoke/Fire Alarm(s)			X		Fireplace Insert	X				
Switches and Outlets			X		Air Cleaner	X				
Vent Fan(s)			X		Humidifier	X				
60/100/200 Amp Service (Circle one)			X		Propane Tank	X				
Generator	X				Other Heating Source	X				

NOTE: Means a condition that would have a significant "Defect" adverse effect on the value of the property, that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller <i>Kenneth E. Schult</i>	Date (mm/dd/yy) <u>3/7/23</u>	Signature of Buyer <i>Laura J. J...</i>	Date (mm/dd/yy) <u>3/8/23</u>
Signature of Seller <i>Andri L. Schult</i>	Date (mm/dd/yy) <u>3/7/23</u>	Signature of Buyer	Date (mm/dd/yy)
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)

Property address (number and street, city, state, and ZIP code)  
**1330 N HARRISON** 1330 & 1332 N Harrison Street, Fort Wayne, IN 46808

2. ROOF	YES	NO	DO NOT KNOW
Age, if known Years. <b>3</b>			
Does the roof leak?		X	
Is there present damage to the roof?		X	
Is there more than one layer of shingles on the house?		X	
If yes, how many layers?			

3. HAZARDOUS CONDITIONS	YES	NO	DO NOT KNOW
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?			X
Is there any contamination caused by the manufacture or a controlled substance on the property that has not been certified as decontaminated by an Inspector approved under IC 13-14-1-157		X	
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?		X	
Explain:			

**E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS:**  
*(Use additional pages, if necessary)*

**OWNER HAS NEVER LIVED IN HOME**

4. OTHER DISCLOSURES	YES	NO	DO NOT KNOW
Do structures have aluminum wiring?		X	
Are there any foundation problems with the structures?		X	
Are there any encroachments?		X	
Are there any violations of zoning, building codes, or restrictive covenants?		X	
Is the present use of non-conforming use? Explain:		X	
Is the access to your property via a private road?		X	
Is the access to your property via a public road?	X		
Is the access to your property via an easement?		X	
Have you received any notices by any governmental or quasi-governmental agencies affecting this property?		X	
Are there any structural problems with the building?		X	
Have any substantial additions or alterations been made without a required building permit?		X	
Are there moisture and/or water problems in the basement, crawl space area, or any other area?		X	
Is there any damage due to wind, flood, termites, or rodents?		X	
Have any structures been treated for wood destroying insects?		X	
Are the furnace/woodstove/chimney/flue all in working order?	X		
Is the property in a flood plain?		X	
Do you currently pay for flood insurance?		X	
Does the property contain underground storage tank(s)?			X
Is the homeowner a licensed real estate salesperson?		X	
Is there any threatened or existing litigation regarding the property?		X	
Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?		X	
Is the property located within one (1) mile of an airport?		X	

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller <i>[Signature]</i>	Date (mm/dd/yy) <b>3/7/23</b>	Signature of Buyer <i>[Signature]</i>	Date (mm/dd/yy) <b>3/8/23</b>
Signature of Seller <i>[Signature]</i>	Date (mm/dd/yy) <b>3/7/23</b>	Signature of Buyer	Date (mm/dd/yy)
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)



FORM #03.





# COMMUNITY DEVELOPMENT REDEVELOPMENT

Thomas C. Henry, Mayor

City of Fort Wayne  
Community Development  
200 East Berry Street, Suite 320  
Fort Wayne, IN 46802  
260-427-2150 [fwcommunitydevelopment.org](http://fwcommunitydevelopment.org)

April 20, 2023

## MEMO

**To:** City of Fort Wayne Common Council  
**Copy:** City of Fort Wayne Redevelopment Commission  
**From:** Jonathan Leist, Executive Director, 427-1323  
**Re:** **Resolution approving property acquisition - Riverfront**

This memo requests Common Council approval of a resolution authorizing the expenditure of \$385,000 of LIT Riverfront funds item to acquire 1330 and 1322 N Harrison Street, which are adjacent real estate parcels totaling approximately .21 acres including a 4-plex rental home and a vacant parcel. This request reflects the purchase price, agent fees, survey, appraisals, closing costs, environmental testing, and estimated demolition costs for the two parcels.

Enclosed herewith, please find a digest sheet and a resolution approving the use of LIT Riverfront funds for the property acquisition of the parcels listed above by and through the Redevelopment Commission.

Acquisition of this real estate is integral to the implementation of the City's plans for redevelopment surrounding Riverfront Phase II public space as it is located in the heart of the planned Riverfront Phase II public space improvements on the north side of the St. Mary's River. These two parcels are critical in the further development of Riverfront, and the parcels are contiguous to parcels owned by Redevelopment to the east and south.

Once acquired, this property would likely be used to attract additional private development that is complementary to our Riverfront Phase II public space. These parcels will also allow for greater flexibility for the construction of our Phase II public space for items such as construction staging and utility relocation, including a rerouting of AEP lines in the area.

If you have any questions about the proposed acquisition, please contact me at 427-1323 or [jonathan.leist@cityoffortwayne.org](mailto:jonathan.leist@cityoffortwayne.org).

*Vibrant. Prosperous. Growing.*



## **DIGEST SHEET**

**TITLE OF RESOLUTION.** A Resolution of the Common Council of the City of Fort Wayne, Indiana, Regarding the Approval of the Expenditure of Available Local Income Tax Revenues for the Acquisition by the Fort Wayne Redevelopment Commission of Land and Improvements Deemed Necessary for Further Expansion of the Riverfront Development Plans of the City of Fort Wayne (1322-1330 North Harrison Street)

**DEPARTMENT REQUESTING RESOLUTION.** Redevelopment Commission.

**SYNOPSIS OF RESOLUTION.** The Fort Wayne Redevelopment Commission requests approval of \$385,000 of LIT Riverfront revenues to acquire 1322 and 1330 North Harrison Street. This real estate is located at the southeast corner of North Harrison Street and Fourth Street and comprises a 4-plex and the adjacent vacant lot. On April 10, 2023, The Redevelopment Commission approved a Purchase Agreement (included as an attachment to the Resolution) for the real estate, which Purchase Agreement requires as a condition to close that the Common Council approve the aforementioned funds for the acquisition.

**EFFECT OF PASSAGE.** Passage of the resolution will give the Redevelopment Commission the ability to acquire a key piece of real estate located near the center of the proposed Riverfront Phase II public space and prepare it for redevelopment. The real estate is located at a prominent corner in the Riverfront District, and the acreage could be combined with surrounding real estate already owned by Redevelopment to create a large site capable of accommodating a substantial private sector project. Acquisition of the site also provides greater flexibility for the design and construction of the Riverfront Phase II Public Space, and is necessary for the realignment of overhead power lines from their current location adjacent to the proposed Riverfront Phase II public space to a less-intrusive location along Harrison Street.

**EFFECT OF NON-PASSAGE.** Approval of the acquisition funds is a closing condition, so non-passage would likely result in the termination of the purchase agreement. Without this key piece of real estate, the City will be unable to attract private investment and redevelopment of the site itself, and the City's ability to attract private investment on surrounding properties will be severely complicated, as acquisition is key to assembling a larger site capable of accommodating a more significant project. Non-passage would also severely complicate AEP's plans to relocate overhead power lines.

**MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS).** \$385,000 from LIT Riverfront. The costs include the purchase price and associated expenses pursuant to the Purchase Agreement, as well as costs associated with the demolition and clearing of the real estate.

**ASSIGNED TO COMMITTEE (PRESIDENT).** \_\_\_\_\_

**BILL NO. R-23-04-22**

**REPORT OF COMMITTEE ON FINANCE**

**May 9, 2023**

**Jason Arp Chair**





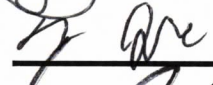


**Geoff Paddock Co-Chair**

**All Council Members**

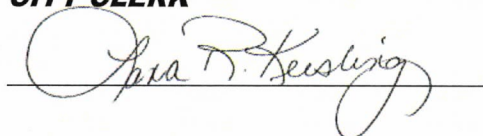
A Resolution of the Common Council of the City of Fort Wayne, Indiana, regarding the approval of the expenditure of available Local Income Tax Revenues for the acquisition by the Fort Wayne Redevelopment Commission of land and improvements deemed necessary for further expansion of the Riverfront Development Plans of the City of Fort Wayne -1322-1330 North Harrison Street

*Acquisition costs in an amount not to exceed \$385,000.00*

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

<u>COUNCIL MEMBER</u>	<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>
ARP			
CHAMBERS			
DIDIER			
ENSLEY			
FREISTROFFER			
HINES			
JEHL			
PADDOCK			
TUCKER			

**LANA R. KEESLING  
CITY CLERK**



Public Hearing Date: N/A

Read the first time in full and on motion by Councilperson Arp.

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

Read the third time in full and on motion by Councilperson Arp, 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CHAMBERS	<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 type="checkbox"/>	<input checked="" 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"/>
TUCKER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: May 9, 2023

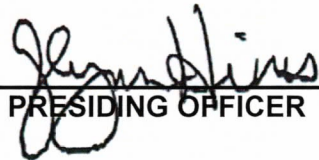
  
LANA R. KEESLING, CITY CLERK

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

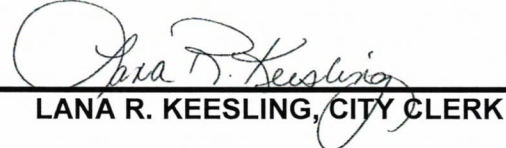
Resolution No. R-23-04-22 on the 9th day of May, 2023

ATTEST:

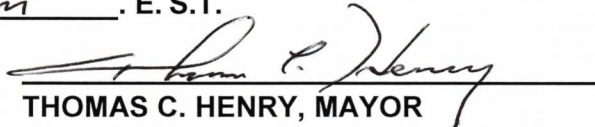
  
LANA R. KEESLING  
CITY CLERK

  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th of May 2023, at the hour of 11:40 o'clock A.M. E.S.T.

  
LANA R. KEESLING, CITY CLERK

Approved and signed by me this 11<sup>th</sup> day of MAY 2023, at the hour of 9:30 o'clock AM E. S.T.

  
THOMAS C. HENRY, MAYOR

