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**BILL NO. R-25-06-03**

**RESOLUTION NO. R-10-25**

**A RESOLUTION APPROVING THE  
SALE OF CERTAIN REAL ESTATE  
LOCATED AT 3500 BRONCO DRIVE –  
RESOLUTION #111-7-23-24-1 FOR  
THE CITY OF FORT WAYNE, DIVISION  
OF CITY UTILITIES.**

**WHEREAS**, the City of Fort Wayne, through its Division of City Utilities, is the owner in fee simple title of a 13.027-acre parcel acquired from Aqua Indiana, located at 3500 Bronco Drive, having the Parcel Identification Number of 02-11-15-401-001.000-075, comprising approximately the north 430 feet of the west ½ of the southeast ¼ of section 15 in Aboite Township of Allen County, specifically described under the heading “Parcel V” conveyed by that warranty deed recorded as document number 2015004992 in the Office of the Recorder of Allen County, Indiana (the “13-Acre Parcel”); and

**WHEREAS**, the City of Fort Wayne, through its Division of City Utilities, has reached an agreement to sell approximately 12.036 acres of surplus land on the 13-Acre Parcel, as specifically described as “Tract A” in that property boundary survey performed by Sauer Land Surveying, Inc. dated October 27, 2023, and recorded as document number 2024046354 in the Office of the Recorder of Allen County, Indiana (“Tract A”).

**WHEREAS**, the City of Fort Wayne, through its Division of City Utilities, desires to sell Tract A for TWO HUNDRED FORTY THOUSAND AND 00/100 DOLLARS – (\$240,000.00), in accordance with the terms of the Real Property Purchase Agreement executed by the Board of Public Works at its

1 regularly-scheduled meeting on June 3, 2025; and

2           **WHEREAS**, IC 36-1-11-3-(c)(1) requires Common Council approval of any  
3 sale of real estate by the City having an appraised value of at least \$50,000.

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

6           **SECTION 1.** The sale of real estate by the City of Fort Wayne  
7 through its Division of City Utilities, located at 3500 Bronco Drive is hereby  
8 approved and agreed to. The appropriate officials of the City are hereby authorized  
9 to execute all documents necessary to accomplish said sale.

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

12  
13  
14   
15 \_\_\_\_\_  
16 Council Member

17 APPROVED AS TO FORM AND LEGALITY

18  
19   
20 \_\_\_\_\_  
21 Malak Heiny, City Attorney

22  
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# Aerial Site Plan - 9800 Block Bronco Drive



**A RESOLUTION OF THE BOARD OF PUBLIC WORKS  
OF THE CITY OF FORT WAYNE, INDIANA,  
APPROVING THE DISPOSAL OF CERTAIN REAL PROPERTY  
LOCATED AT 3500 TURF LANE  
IN FORT WAYNE INDIANA**

**RESOLUTION NUMBER 111-7-23-24-1**

WHEREAS, the City of Fort Wayne (the "City") holds fee simple title to certain real property located at 3500 Turf Lane in Fort Wayne, Indiana, comprising approximately 12.9 acres of land (the "Property"); and

WHEREAS, an approximately 12.0 acre area of the Property is vacant, surplus land ("Tract A"); and

WHEREAS, an approximately 0.9 acre area of the Property is being used by City Utilities to operate various aboveground utility infrastructure, including an elevated water tank ("Tract B"); and

WHEREAS, a boundary survey of the Property, including Tracts A and B, and of various improvements and proposed easements thereon, is attached hereto as Exhibit 1 and incorporated herein by this reference; and

WHEREAS, the City has no present use for Tract A, and future use by the City is unlikely; and

WHEREAS, the City intends to sell the entire fee simple interest in Tract A, on an "AS-IS" basis, subject to each of the proposed easements for existing City Utilities infrastructure identified on Exhibit 1; and

WHEREAS, pursuant to Indiana Code 36-1-11-4, the Property has been appraised by two licensed, professional appraisers, and the disposing agent has determined a minimum bid for the property based on the appraisals and the disposing agent's knowledge of the property.

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

The City hereby resolves to sell the Property pursuant to the Indiana Code.

(Remainder of the page intentionally left blank—signature page to follow.)

APPROVED this this 23rd day of July, 2024.

**BOARD OF PUBLIC WORKS**

BY: [Signature]  
Shan Gunawardena, Chair of Public Works

BY: [Signature]  
Kumar Menon, Member

BY: [Signature]  
Chris Guerrero, Member

ATTEST: [Signature] 7-23-24  
Michelle Fulk-Vondran, Clerk

Prepared by: Seth Weinglass, City of Fort Wayne, Program Manager, Capital Project Services

**ACKNOWLEDGEMENT**

STATE OF INDIANA     )  
  )   SS  
COUNTY OF ALLEN     )

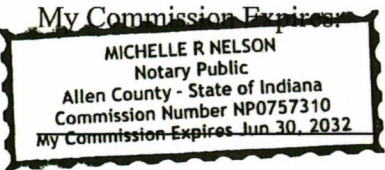
Before me, a Notary Public, in and for said County and State personally appeared Shan Gunawardena, Kumar Menon, and Chris Guerrero, as Members of the Board of Public Works of the City of Fort Wayne, and Michelle Fulk-Vondran, Clerk of the Board of Works, and acknowledged the execution of the foregoing contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 23rd day of July, 2024.

[Signature]  
Notary Public

Resident of ALLEN County

Michelle R. Nelson  
Printed Name of Notary







# OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in **Journal Gazette**.

Notice ID: Ud9FOapbP9TPZs9Ej3IH | **Proof Updated: Aug. 16, 2024 at 02:05pm EDT**  
Notice Name: #111-7-23-24-1 NOS 3500 Turf In

See Proof on Next Page

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

<b>FILER</b>	<b>FILING FOR</b>
Michelle Fulk	Journal Gazette
michelle.fulk@cityoffortwayne.org	
(260) 427-6987	

<b>Columns Wide: 1</b>	<b>Ad Class: Legals</b>
------------------------	-------------------------

08/22/2024: Government Notice	90.24
Notice	
08/29/2024: Government Notice	90.24
Notice	

Subtotal	\$180.48
Tax %	0
Processing Fee	\$0.00
<b>Total</b>	<b>\$180.48</b>

**NOTICE OF SALE OF  
REAL ESTATE BY THE  
BOARD OF PUBLIC WORKS  
OF THE CITY OF FORT WAYNE**

Notice is hereby given that the Board of Public Works of the City of Fort Wayne will receive bids for the sale of real estate. The Board of Public Works has declared part of the property located at 3500 Turf Lane (a/k/a 3500 Bronco Drive), Fort Wayne, Indiana to be surplus and is soliciting bids to sell said surplus property. The property is located in Aboite Township and has been designated parcel identification number 02-11-15-401-001.000-075. The legal description of the surplus area to be sold is as follows:

**TRACT "A"** (as described as Parcel V in Document Number 2014058234)

Part of the Southeast Quarter of Section 15, Township 30 North, Range 11 East, Allen County, Indiana, based on an original survey by Joseph R. Herendeen, Indiana Professional Surveyor Number 20900190 of Sauer Land Surveying, Inc., Survey No. 062-107 "B", dated October 27, 2023, revised February 21, 2024, and being more particularly described as follows, to-wit:

Beginning at the Center of said Section 15, being marked by a stone, also being the Northeast corner of The Coves at Westlakes, Section II, as recorded in Plat Cabinet E, page 18, in the Office of the Recorder of Allen County, Indiana; thence South 00 degrees 25 minutes 03 seconds East (GPS grid bearing and basis of all bearings in this description), on and along the West line of said Southeast Quarter and the East line of said Coves at Westlakes, Section II, a distance of 430.77 feet to a #5 rebar at the point of intersection of said West line with the North line of Aspen Village, Section II, as recorded in Plat Record 39, pages 92-96, in the Office of said Recorder; thence South 89 degrees 56 minutes 46 seconds East, on and along the North line of said Aspen Village, Section II, a distance of 1042.09 feet to the Northeast corner thereof, also being the Northwest corner of Aspen Village, Section I, as recorded in Plat Record 39, pages 14-17, in the Office of said Recorder; thence North 89 degrees 16 minutes 07 seconds East, on and along the North line of said Aspen Village, Section I, a distance of 278.00 feet to a #5 rebar at the Northeast corner thereof, being a point on the West line of Aboite Meadows, Section "C", Block 5, as recorded in Plat Record 37, pages 86-87, in the Office of said Recorder; thence North 00 degrees 10 minutes 46 seconds West, on and along said West line, a distance of 425.36 feet to an iron rail post at the Northwest corner thereof, being a South corner of Emerald Lake of Covington, as recorded in Plat Record 48, pages 155-157, in the Office of said Recorder; thence North 89 degrees 52 minutes 38 seconds West, on and along the South line of said Emerald Lake of Covington, a distance of 1321.88 feet to the point of beginning, containing 13.027 acres of land, and subject to all easements of record.

**EXCEPTING THEREFROM:** (part of a tract described as Parcel V in Document Number 2014058234)

Part of the Southeast Quarter of Section 15, Township 30 North, Range 11 East, Allen County, Indiana, based on an original survey by Joseph R. Herendeen, Indiana Professional Surveyor Number 20900190 of Sauer Land Surveying, Inc., Survey No. 062-107 "B", dated October 27, 2023, revised February 21, 2024, and being more particularly described as follows, to-wit:

Commencing at the Center of said Section 15, being marked by a stone, also being the Northeast corner of

The Coves at Westlakes, Section II, as recorded in Plat Cabinet E, page 18, in the Office of the Recorder of Allen County, Indiana; thence South 00 degrees 25 minutes 03 seconds East (GPS grid bearing and basis of all bearings in this description), on and along the West line of said Southeast Quarter and the East line of said Coves at Westlakes, Section II, a distance of 430.77 feet to a #5 rebar at the point of intersection of said West line with the North line of Aspen Village, Section II, as recorded in Plat Record 39, pages 92-96, in the Office of said Recorder; thence South 89 degrees 56 minutes 46 seconds East, on and along the North line of said Aspen Village, Section II, a distance of 879.66 feet; thence North 00 degrees 28 minutes 50 seconds West, a distance of 166.80 feet to a #5 rebar at the true point of beginning; thence North 01 degrees 28 minutes 20 seconds West, a distance of 159.10 feet to a #5 rebar; thence North 88 degrees 37 minutes 12 seconds East, a distance of 67.31 feet to a #5 rebar; thence South 00 degrees 33 minutes 00 seconds East, a distance of 19.82 feet to a #5 rebar; thence South 89 degrees 34 minutes 57 seconds East, a distance of 145.32 feet to a #5 rebar; thence South 00 degrees 02 minutes 22 seconds West, a distance of 199.78 feet to a #5 rebar; thence North 89 degrees 33 minutes 37 seconds West, a distance of 50.00 feet to a #5 rebar; thence North 69 degrees 23 minutes 54 seconds West, a distance of 169.41 feet to the true point of beginning, containing 0.885 acres of land, and subject to all easements of record.

Sale of the land will be conditioned on the grant of ingress/egress and utility easements for existing water, storm drainage, and sewer facilities. The property, including all fixtures, equipment, and improvements thereon, are being sold "AS IS," "WHERE-IS," and "WITH ALL FAULTS," without warranty of any kind from Seller, either express or implied. Buyer will be responsible for any additional surveying and for other closing costs.

Bids may be mailed or hand delivered to the attention of:

**BOARD OF PUBLIC WORKS  
OF THE CITY OF FORT WAYNE  
200 EAST BERRY STREET - SUITE  
210  
FORT WAYNE, INDIANA 46802**

No bid lower than Two Hundred Forty Thousand Dollars (\$240,000) will be accepted.

All bids shall be on the form prescribed by the Board of Public Works. A bid submitted by a trust as defined in IC 30-4-1-1(a) must identify each beneficiary of the trust and the settlor empowered to revoke or modify the trust. The property may not be sold to a person who is ineligible under Section 16 of Chapter 11, Disposal of Property, Indiana Code 36-1.

The sale of the real estate commences on September 5, 2024, and will continue from day to day until November 4, 2024; however the Board reserves the right to sell the property to the highest and best bidder before expiration of such time pursuant to IC 36-1-11-4. Bids shall be submitted, no later than 1:30pm local time on November 4, 2024, to the Office of the Board of Public Works, Suite 210 Citizens Square. Bids received after such time will be returned unopened.

Bids will be open to public inspection and bidders may raise their bids by submitting a revised bid form. A revised bid will become effective once the Board has given written notice of the revised bid to all other bidders.

No bid will be accepted from, or awarded to, any person, firm, or corporation that is in arrears to the City of Fort Wayne; who has failed to execute, in whole or in part in a satisfactory

manner, any contract with the City of Fort Wayne; or who is a defaulter as to surety or otherwise upon any obligation to the City of Fort Wayne.

The Board of Public Works reserves the right to reject any and all bids and to waive any defect in any bid.

**BOARD OF PUBLIC WORKS**  
Shan Gunawardena, Chair  
Chris Guerrero, Member  
Kumar Menon, Member

Attest: Michelle Fulk-Vondran, Clerk

Advertise in the Journal Gazette on August 22, 2024 and August 29, 2024.

8-22, 8--29 hspjxlp

**REAL PROPERTY PURCHASE AGREEMENT**  
**Fort Wayne City Utilities**

1 The City of Fort Wayne (“Seller”) agrees to sell the fee simple title to that part of the following  
2 Real Property that is specified below, for the consideration stated below, subject to the conditions,  
3 requirements, and stipulations described in the following Purchase Agreement.  
4

5 **CONTACT INFORMATION and LOCATION OF PROPERTY**  
6

7 Buyer(s) Name(s): **Springmill Woods Development, LLC** (“Buyer”)  
8 Principal: Jamie Lancia, Member  
9 Primary Telephone: 260-739-7020  
10 Mailing Address: 9430 Lima Rd, Fort Wayne Indiana 46818  
11

12 Property Address: 3500 Bronco Drive, Fort Wayne, Indiana 46804  
13 Latest Deed of Record: Document Number 2015004992  
14

15 Parcel Identification Number: 02-11-15-401-001.000-075  
16

17 Land area of total parcel: 13.027 acres  
18

19 Land area being purchased: 12.036 acres, designated Tract “A” on survey prepared Sauer Land  
20 Surveying dated October 27, 2023 (the “Property”).

21 **PURCHASE PRICE**

22 The City agrees to accept from the Buyer the total purchase amount of **\$240,000.00 (Two**  
23 **Hundred and Forty Thousand Dollars and Zero Cents)** for the Property.  
24

25 **EXPIRATION OF OFFER**

26 This Purchase Agreement shall be returned to the City no later than **12 noon, on May 20, 2025,**  
27 otherwise this Purchase Agreement shall be null and void and both parties shall be released from the  
28 transaction.  
29

30 **APPROVALS BY BOARD OF PUBLIC WORKS and COMMON COUNCIL**

31 This transaction is subject to approval by both the Board of Public Works and the Common  
32 Council of the City of Fort Wayne, Indiana. In the event that either body does not approve this  
33 transaction, the transaction shall be terminated and both parties shall be released from this Purchase  
34 Agreement.  
35

36 **CLOSING**

37 Closing Date:

38 The closing date for this transaction shall be on or before **August 1, 2025,** or this Agreement shall  
39 terminate unless an extension of time is mutually agreed to in writing. Any change in the closing date  
40 shall be agreed to in writing by both parties.  
41

42 Location of Closing:

43 The closing shall be held at a place TBD.  
44

45 Closing Fees:

46 All fees charged by the closing agent, including document preparation and recording fees, shall  
47 be paid by the City.  
48

**REAL PROPERTY PURCHASE AGREEMENT**  
**Fort Wayne City Utilities**

49 **METHOD OF PAYMENT**

50       The entire amount shall be paid in **cash**.

51

52       Both parties agree that all funds delivered to the closing agent's escrow account shall be such that  
53 the closing agent shall be able to distribute all funds in accordance with I.C. 27-07-3.7-1 through 27-  
54 07-3.7-1-10, inclusive. Furthermore, all funds sent from one source, when the amount is **\$10,000.00**  
55 or greater, shall be sent in the form of an irrevocable wire transfer to the escrow account of the  
56 closing agent, and all funds under **\$10,000.00** from one source shall be guaranteed to be "Good  
57 Funds" as defined by the aforesaid Indiana Code.

58

59 **POSSESSION**

60       Possession of the Property shall be given to the Buyer at closing.

61

62 **NOTICE OF DEFECTIVE CONDITIONS**

63       The Seller certifies that no governmental agency has served notice ordering the repair or  
64 correction of any defective conditions.

65

66       The Seller shall maintain the Property in its present condition until the Buyer takes possession.  
67 The Buyer may inspect the Property prior to closing to determine whether there is compliance with  
68 this clause. The Seller shall remove all rubbish and personal property.

69

70

71 **BOUNDARY SURVEY**

72       If indicated below, Seller shall furnish the Buyer with a boundary survey performed in  
73 accordance with I.A.C. Title 865, Rule 12, for which the corner markers of the Property are  
74 established and marked prior to the closing date. Such survey shall (i) be delivered prior to the  
75 closing; (ii) certified as of the current date; (iii) be reasonably satisfactory to the Buyer; (iv) show the  
76 location of all visible improvements; (v) depict recorded easements identified by the current title  
77 commitment, and also items on the real property which indicate that an easement interest may have  
78 become established via unwritten rights; and (vi) depict the current flood zone designation of the Real  
79 Property as indicated on the current Flood Hazard Boundary Map maintained by the U.S. Department  
80 of Homeland Security, Federal Emergency Management Agency.

81

82       \_\_\_\_\_ The expense for the survey shall be **shared equally**.

83

84       Or  
85       \_\_\_\_\_ The requirement for a survey is **waived**. (Failure to select either of these options constitutes  
86 waiver of the survey requirement.)

86

87 **FLOOD HAZARD AREA**

88       The Buyer **may not** cancel this Purchase Agreement if the Property is located in a flood hazard  
89 zone.

90

91 **OTHER USE LIMITATIONS**

92       The Buyer **may not** terminate this Agreement if the Property is subject to building or use  
93 limitations defined by local zoning ordinances which materially affect the Buyer's intended use of  
94 the Property.

95

96

97

98

# REAL PROPERTY PURCHASE AGREEMENT

Fort Wayne City Utilities

## 99 INSPECTIONS

100 The **Buyer** acknowledges that it has the right to obtain independent inspections disclosing the  
101 condition of the Property, including any buildings, and has been given the opportunity to order those  
102 inspections as a part of its due diligence efforts prior to concluding the transaction.  
103

104 The **Buyer reserves its right** to conduct independent inspections. All inspections are at the  
105 **Buyer's** expense and shall be performed by licensed independent inspectors or qualified independent  
106 contractors that shall be chosen by the **Buyer**, and paid for their services by the **Buyer**.  
107

108 The **Seller** shall make arrangements so that all areas of the Property, including any buildings, are  
109 open and accessible for inspection.  
110

### 111 Inspections and Response Periods:

112 All inspections that Buyer intends to undertake shall be ordered by the **Buyer** immediately  
113 following the execution of this document. Buyer shall have until May 31, 2025 (such period being the  
114 "Inspection Period") to notify Seller in writing of any defects of, on, with, or in the Property . In the  
115 event that the presence of a defect is revealed and **Buyer** shall have notified **Seller** in writing with  
116 regard to any such defect, Buyer shall have 10 calendar days to request, obtain, and respond to **Seller**  
117 in writing with regard to any such defects. **Buyer** shall provide Seller any underlying reports or  
118 studies related to such defect.  
119

120 If the Buyer does not notify **Seller** of a defect within the Inspection Period, then the Property  
121 shall be deemed to be acceptable.  
122

123 In the event that Buyer reasonably believes that an inspection has revealed a defect with the  
124 Property, not disclosed by Seller prior to entering into this Purchase Agreement (and excluding  
125 routine maintenance and minor repair items), and the Seller fails to remedy the defect to the Buyer's  
126 reasonable satisfaction before closing (with a reasonable opportunity of Seller to cure), then Buyer  
127 may terminate this Purchase Agreement at any time before closing. Alternatively, Buyer may waive  
128 the right to have the defect cured prior to closing, or Buyer and Seller may agree to have the defect  
129 remedied following closing.  
130

131 (Under Indiana law, a "defect" means a condition that would have a significant adverse effect on  
132 the value of the Property, that would significantly impair the health or safety of future occupants of  
133 the Property, or that if not repaired, removed, or replaced, would significantly shorten or adversely  
134 affect the expected normal life of the premises.)  
135

## 136 DISCLOSURES

137 The "Residential Real Estate Sales Disclosure" form is **Not Applicable**.  
138

139 The "Lead-Based Paint Certification and Acknowledgment" form is **Not Applicable**.  
140

## 141 TITLE WORK and DEED

142 Before closing, the **Buyer** shall be furnished with a title insurance commitment using the most  
143 current and comprehensive ALTA Owner's Title Insurance Policy available in an amount equal to the  
144 purchase price. In order to proceed with the transaction, the **Seller** shall have marketable title to the  
145 Real Property in the **Seller's** name. The **Seller** shall convey the fee simple title to the Property free  
146 and clear of any encumbrances and title defects, with the exception of any restrictions or easements of  
147

# REAL PROPERTY PURCHASE AGREEMENT

## Fort Wayne City Utilities

148 record not substantially interfering with the **Buyer's** planned use of the Property, or otherwise agreed  
149 upon between the parties.

150

### 151 Title Insurance Fees:

152 The premium for the title insurance policy and all fees charged to prepare an Owner's Title  
153 Insurance Policy shall be paid by the **Seller**.

154

155 The costs to resolve any title issues affecting the Property so that marketable title can be  
156 conveyed shall be paid by the **Seller**.

157

### 158 Type of Deed:

159 The conveyance of the Property shall be accomplished with a Special Warranty Deed, subject to  
160 easements, restrictive covenants, other encumbrances of record, and taxes.

161

### 162 Title Objections:

163

164 \_\_\_\_\_ Should **Buyer** notify **Seller** before the expiration of the Inspection Period of any matters revealed  
165 by the title commitment or survey which **Buyer** objects to, in its commercially reasonable opinion, then  
166 **Seller** shall have ten (10) days to cure the same or obtain, at **Seller's** cost and expense, an endorsement  
167 insuring over the same. Should **Seller** not cure such title or survey matters within such time frame, **Buyer**  
168 may terminate this Agreement at any time thereafter, in which case neither party shall have any further  
169 obligations to the other.

170

## 171 REAL PROPERTY TAXES

172 All real property taxes that have been assessed for any prior calendar year that have not been paid  
173 shall be paid by the **Seller**. Real property taxes that have been assessed for the present year, that are  
174 due and payable in the year after closing, shall also be paid by the **Seller** prorated up to the day  
175 immediately prior to the closing date.

176

177 For the purpose of determining the amount to be credited for accrued but unpaid taxes, the taxes  
178 shall be assumed to be the same as the most recent year for which taxes were billed based upon the  
179 certified tax rates. This settlement shall be final.

180

## 181 PRORATIONS for PUBLIC UTILITIES and SPECIAL ASSESSMENTS

### 182 Utilities and Garbage Services:

183 The **Seller** shall pay for all public utility and garbage service charges up to the last day of  
184 possession.

185

### 186 Special Assessments for Public Improvements:

187 The **Seller** shall pay any special assessments assessed against the Property for public  
188 improvements previously made by a governmental unit that benefit the Property. The **Seller** certifies  
189 that it has no knowledge of any proposed improvements which may result in assessments.

190

191 Public improvements that will benefit the Property that are not completed as of the closing date,  
192 but will result in an assessment against the Property shall be paid by the **Buyer**.

193

## 194 LEGAL JURISDICTION

195 This Purchase Agreement shall be interpreted under and according to the laws of the State of  
196 Indiana without regards to its conflicts of laws principles and shall be binding upon the **Buyer** and  
197 **Seller**, their respective heirs, successors, assigns administrators, executors, and legal representatives.

**REAL PROPERTY PURCHASE AGREEMENT**  
**Fort Wayne City Utilities**

198 All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in,  
199 the Property.  
200

201 **LEGAL FEES**

202 In any dispute or legal proceeding brought in regard to this Purchase Agreement or the associated  
203 transaction, each party shall bear their own attorney's fees, except as provided by law.  
204

205  
206  
207 **SAVINGS CLAUSE**

208 If any provision contained in this Agreement is found to be illegal or unenforceable in any  
209 respect, that determination shall not affect any other provision of this Purchase Agreement.  
210

211 **OTHER STIPULATIONS**

- 212 A. All funds payable in this transaction shall be paid at the closing.  
213 B. This Agreement constitutes the only agreement between the parties, supersedes any prior  
214 arrangements, understandings, or written or oral agreements between the parties with regard  
215 to this transaction, and cannot be changed without the written consent of each party.  
216 C. The Seller certifies that the Seller is not a "Foreign Person" (pertains to an individual entity)  
217 and, therefore, is not subject to the "Foreign Investment in Real Property Tax Act."  
218 D. Seller discloses that it does not hold an Indiana Real Estate License.  
219 E. Buyer discloses that it holds Indiana Real Estate License # \_\_\_\_\_.  
220

221 **ADDITIONAL CONDITIONS**

222 Buyer to grant ingress/egress and utility easements to Seller, in Seller's standard general utility easement  
223 form, to be executed concurrently and recorded immediately subsequent to recording of title transfer, for  
224 existing water, storm drainage, and sewer facilities, as shown on survey of property prepared Sauer Land  
225 Surveying dated October 27, 2023.  
226  
227

228 This Purchase Agreement may be executed concurrently in two or more counterparts, each of  
229 which shall be considered as an original document, but all of which altogether shall be one and the same  
230 document. The parties stipulate that this Purchase Agreement may be transmitted between them by U.S.  
231 Postal Service, other service such as FedEx, courier, facsimile, or e-mail. The parties acknowledge that  
232 digitally or electronically transmitted signatures shall be considered as original signatures and are binding  
233 on the parties. The City shall keep possession of the original of the Purchase Agreement.  
234

235 By signing below, the parties to this transaction acknowledge receipt of a copy of this Purchase  
236 Agreement, and agree to the conditions, requirements, and stipulations as stated.  
237

238 [Executions on following page.]  
239  
240

**REAL PROPERTY PURCHASE AGREEMENT**  
**Fort Wayne City Utilities**

241 **BUYER:**

242

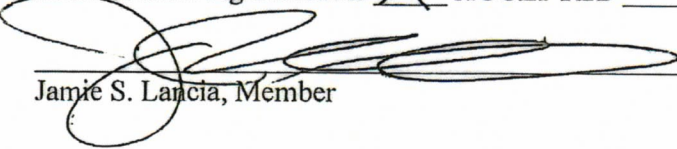
243 **SPRINGMILLWOODS DEVELOPMENT, LLC**

244

245 This Purchase Agreement is  **ACCEPTED**  **REJECTED**.

246

247

248  \_\_\_\_\_  
Jamie S. Lancia, Member

249

250

251

252 **SELLER:**

253

254 **BOARD OF PUBLIC WORKS**

255

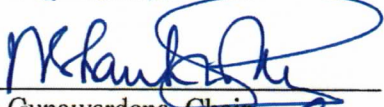
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Date: 6.3.2025

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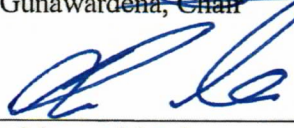
BY:  \_\_\_\_\_  
Shan Gunawardena, Chair

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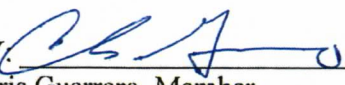
BY:  \_\_\_\_\_  
Kumar Menon, Member

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BY:  \_\_\_\_\_  
Chris Guerrero, Member

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ATTEST:  \_\_\_\_\_  
Michelle Fulk-Vondran, Clerk

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Interoffice Memo

Date: June 2, 2025  
To: Common Council Members  
From: Seth Weinglass, Program Manager – Capital Project Services – Telephone: 427-1330  
RE: Sale of 3500 Bronco Drive, Fort Wayne, Indiana 46804

**Council Introduction Date: June 10, 2025 — Council District #: 4**

Background & supporting information:

City Utilities has reached an agreement to sell approximately 12.036 acres of surplus land on a 13.027-acre parcel acquired from Aqua Indiana, located at 3500 Bronco Drive. An elevated water tank, an outbuilding, and other utility equipment will all remain in service, within a fenced area on a 0.855-acre new parcel that will continue to be owned by City Utilities. Several easements will be granted to City Utilities as a condition of sale, protecting underground water lines and storm drainage features.

In 2024, the surplus land was appraised and put up for public auction pursuant to Indiana Code section 36-1-11-4. The Board of Public Works received one bid, from Springmill Woods Development, LLC, for the advertised price of \$240,000, based on the higher of the two appraisals obtained.

Since the sale price exceeds \$50,000, Council approval is required by Indiana Code section IC 36-1-11-3(c)(1). The buyer conditioned its bid on re-zoning approval, which has since been granted. Other terms and conditions of the sale are in the attached purchase agreement.

Implications of not being approved:

If this sale is not approved, City Utilities will not realize the negotiated proceeds of the transaction, and will continue to incur the liabilities of ownership of this surplus land.

Justification if prior approval is being requested: Not applicable.

Funding source: Not applicable.

Attachments:

- Aerial map
- Board of Public Works Resolution re Intent to Sell
- Published Notice of Sale
- Purchase Agreement

CC: Matthew Wirtz  
Jill Hefrich

**BILL NO. R-25-06-03**

**REPORT OF COMMITTEE ON FINANCE**

**June 17, 2025**

**Geoff Paddock Chair**

**Nathan Hartman Co-Chair**

**All Council Members**

A Resolution approving the sale of certain real estate located at 3500 Bronco Drive for the City of Fort Wayne, Division of City Utilities

*Selling for a price of \$240,000.00*

**COMMITTEE ON FINANCE 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>
<u>BENDER</u>	<u>                    </u>	<u><i>M. B. C.</i></u>	<u>                    </u>
<u>BOOKER</u>	<u><i>Dahl Book</i></u>	<u>                    </u>	<u>                    </u>
<u>CHAMBERS</u>	<u><i>                    </i></u>	<u>                    </u>	<u>                    </u>
<u>ENSLEY</u>	<u>                    </u>	<u><i>                    </i></u>	<u>                    </u>
<u>FREISTROFFER</u>	<u><i>John Freist</i></u>	<u>                    </u>	<u>                    </u>
<u>HARTMAN</u>	<u><i>Nathan</i></u>	<u>                    </u>	<u>                    </u>
<u>JEHL</u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>MYERS</u>	<u>                    </u>	<u><i>                    </i></u>	<u>                    </u>
<u>PADDOCK</u>	<u><i>Geoff Paddock</i></u>	<u>                    </u>	<u>                    </u>

**LANA R. KEESLING  
CITY CLERK**

*Lana R. Keesling*

Public Hearing Date: N/A

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

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

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

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
BENDER	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BOOKER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHAMBERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input 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"/>
HARTMAN	<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"/>
MYERS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>


DATED: June 24, 2025

  
 \_\_\_\_\_  
 LANA R. KEESLING, CITY CLERK

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

Resolution No. R-25-06-03 on the 24th day of June, 2025

ATTEST:

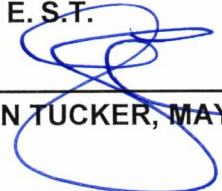
  
 \_\_\_\_\_  
 LANA R. KEESLING  
 CITY CLERK

  
 \_\_\_\_\_  
 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th of June 2025, at the hour of 9:35 o'clock A.M. E.S.T.

  
 \_\_\_\_\_  
 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 25 day of June 2025, at the hour of 4:37 o'clock p.m. E. S.T.

  
 \_\_\_\_\_  
 SHARON TUCKER, MAYOR