

1 **BILL NO. S-13-07-10**

2 **SPECIAL ORDINANCE NO. S- 61-13**

3 **AN ORDINANCE APPROVING THE**  
4 **PURCHASE OF CERTAIN PROPERTIES**  
5 **LOCATED AT 6442, 6514, 6429 AND 6506**  
6 **FERNWOOD AVE., AND 3511 AND 3512**  
7 **DALEVUE DR. FOR A FLOOD CONTROL**  
8 **PROJECT FOR THE CITY OF FORT**  
9 **WAYNE, INDIANA.**

10 **WHEREAS**, the City wishes to purchase certain property located at 6442,  
11 6514, 6429 AND 6506 Fernwood Ave., and 3511 and 3512 Dalevue Dr., Fort  
12 Wayne, Indiana, (the "Real Estate"), specifically described in the Purchase Agreements  
13 attached hereto and made a part hereof; and

14 **WHEREAS**, the purchase price for the total acquisition of the Real Estate  
15 is FOUR HUNDRED EIGHTY THOUSAND, TWO HUNDRED FIFTY, AND NO/100  
16 DOLLARS (\$480,250.00); and

17 **WHEREAS**, Fort Wayne City Code Sec. 37-19 mandates that the  
18 Common Council of the City of Fort Wayne approve any purchases of real  
19 property made by the City.

20  
21 **NOW THEREFORE, BE IT ORDAINED BY THE COMMON**  
22 **COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

23 **SECTION 1.** The purchase of Real Estate located at 6442, 6514,  
24 6429 AND 6506 Fernwood Ave., and 3511 and 3512 Dalevue Dr., Fort Wayne,  
25 Indiana, (the "Real Estate"), specifically described in the Purchase Agreements  
26 attached hereto and made a part hereof, is hereby approved and agreed to.

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**SECTION 2.** This Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor of the City of Fort Wayne, Indiana.

  
Council Member

APPROVED AS TO FORM AND LEGALITY

  
Carol Helton, City Attorney

# Interoffice Memo

Date: July 3, 2013  
To: Common Council Members  
From: Charles Northrop, Program Manager – Capital Project Services 427-1330  
City Utilities Engineering  
RE: **Purchase of 6442, 6514, 6429, and 6506 Fernwood Ave., and 3511 and 3512 Dalevue Dr. for a flood control project**

## **Council District #: 4<sup>th</sup> District**

City Utilities and Public Works are working together to construct a flood control project in the Fernwood Ave./Dalevue Dr. area of Waynedale. The project will consist of the construction of a storm sewer and an earthen berm around the north and west sides of the neighborhood. These six (6) houses must be acquired and removed in order to facilitate the project. These properties have flooded numerous times in the past few years. Each purchase price is the average of two appraisals, and each purchase agreement was freely signed by the property owner.

Implications of not being approved: If the City cannot buy and remove these houses, then we will not be able to construct this project which will protect the remaining homes.

If Prior Approval is being Requested, Justify: N/A

The cost of said project funded by Transportation Credit funds

Total Acquisition Amount: \$480,250.00

**Council Introduction Date: July 9, 2013**

CC: Matthew Wirtz  
Diane Brown  
Chrono

Listing Broker (Co.) *N/A* ( ) By ( )  
 Selling Broker (Co.) *N/A* ( office code ) By ( individual code )  
 ( office code ) By ( individual code )

**PURCHASE AGREEMENT  
 (IMPROVED PROPERTY)**

1 Date: *6-10-13*

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

6  
 7 2. PROPERTY: The property ("Property") is known as *6442 Fernwood Avenue*  
 8 in *Wayne* Township, *Allen* County, *Ft. Wayne*  
 9 Indiana, *46809* (zip code) legally described as: *see attached Exhibit "A"*

10 together with any existing permanent improvements and fixtures attached (unless leased or excluded), including,  
 11 but not limited to, electrical and/or gas fixtures, home heating fuel, heating and central air-conditioning equipment  
 12 and all attachments thereto, built-in kitchen equipment, sump pumps, water softener, water purifier, gas grills,  
 13 fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles  
 14 and fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas,  
 15 satellite dishes and controls, storage barns, all landscaping, mailbox, garage door opener with controls AND THE  
 16 FOLLOWING:  
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 22 EXCLUDES THE FOLLOWING:

23 The terms of this Agreement will determine what items are included/excluded. All items sold shall be fully  
 24 paid for by Seller at time of closing the transaction. Buyer should verify total square footage, land, room  
 25 dimensions or community amenities if material. *ninety-one thousand and <sup>no</sup>/<sub>100</sub> dollars*

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 27  
 28 3. PRICE: Buyer will pay the total purchase price of \$ *91,000.00* for the Property. If Buyer obtains an  
 29 appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed  
 30 upon purchase price.

31  
 32 4. EARNEST MONEY: Buyer submits \$ *0* as earnest money which shall be applied to the  
 33 purchase price. The listing broker shall deposit earnest money received into its escrow account within two (2)  
 34 banking days of acceptance of this Agreement and hold it until time of closing the transaction or termination of this  
 35 Agreement. If Buyer fails for any reason to submit earnest money, Seller may terminate this Agreement.  
 36 Earnest money shall be returned promptly in the event this offer is not accepted. If this offer is accepted and Buyer  
 37 fails or refuses to close the transaction, without legal cause, the earnest money shall be retained by Seller for  
 38 damages the Seller has or will incur, and Seller retains all rights to seek other legal and equitable remedies. The  
 39 Broker holding any earnest money is absolved from any responsibility to make payment to the Seller or Buyer  
 40 unless the parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876  
 41 IAC 1-1-23 (release of earnest money). Upon notification that Buyer or Seller intends not to perform, Broker holding  
 42 the earnest money may release the earnest money as provided in this Agreement. If no provision is made in this  
 43 Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail. If neither Buyer  
 44 nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified  
 45 letter, Broker may release the earnest money to the party identified in the certified letter. Buyer and Seller agree to  
 46 hold the Broker harmless from any liability, including attorney's fees and costs, for good faith disbursement of  
 47 earnest money in accordance with this Agreement and licensing regulations.

48  
 49 5. METHOD OF PAYMENT: (Check appropriate paragraph letter)  
 50  A. CASH: The entire purchase price shall be paid in cash and no financing is required.  
 51  B. NEW MORTGAGE: Completion of this transaction shall be contingent upon the Buyer's ability to obtain a  
 52  Conventional  Insured Conventional  FHA  VA  Other:  
 53 mortgage loan for \_\_\_\_\_ % of purchase price, payable in not less than \_\_\_\_\_ first  
 54 original rate of interest not to exceed \_\_\_\_\_ % per annum and not to exceed \_\_\_\_\_ years, with an  
 55 shall pay all costs of obtaining financing, except \_\_\_\_\_ points. Buyer  
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Any inspections and charges which are required to be made and charged to Buyer or Seller by the lender, FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or regulations and shall supersede any provisions of this Agreement.

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

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

7. **CLOSING:** The closing of the sale (the "Closing Date") shall be on or before , or within 30 days after *Common Council Approval* , whichever is later or this Agreement shall terminate unless an extension of time is mutually agreed to in writing. The closing fee charged by the title insurance company shall be paid by  Buyer  Seller  Shared equally  Included in allowance, if provided.

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

8. **POSSESSION:**

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

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

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

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

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

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

11. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a favorable written commitment for homeowner's insurance within *1/1* days after acceptance of this Agreement.

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

(Property Address)

126 Buyer is STRONGLY ADVISED to obtain inspections (see below) to fully determine the condition of the Property  
127 and its environmental status. The ONLY way to determine if Environmental Contaminants are present at the  
128 Property at harmful levels is through inspections.  
129

130 Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental  
131 Contaminants and release and hold harmless all Brokers, their companies and sales associates from any  
132 and all liability, including attorney's fees and costs, arising out of or related to any inspection, inspection  
133 result, repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants.  
134 This release shall survive the closing.  
135

136 **13. INSPECTIONS: (Check paragraph letter A or B)**  
137

138 Buyer has been made aware that independent inspections disclosing the condition of the property are available  
139 and has been afforded the opportunity to require such inspections as a condition of this Agreement.  
140

141  **A. BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**  
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143 Buyer WAIVES inspections and relies upon the condition of the Property based upon Buyer's own  
144 examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated with  
145 Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release  
146 shall survive the closing. Required FHA/VA or lender inspections are not included in this waiver.  
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148  **B. BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS (including Lead-Based Paint)**  
149

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

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

161 Inspections may include but are not limited to the condition of the following systems and components:  
162 heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space,  
163 well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint  
164 that is in good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or  
165 the following:  
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170 If the initial inspection report reveals the presence of lead-based paint, radon, mold and other biological  
171 contaminants, or any other condition that requires further examination or testing, then Buyer shall have  
172 additional days to order, receive and respond in writing to any additional reports.  
173

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

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

192 MINOR REPAIR ITEMS MENTIONED IN ANY REPORT, SHALL NOT BE A BASIS FOR TERMINATION OF  
193 THIS AGREEMENT.  
194

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

196 Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer  
197 which  will  will not be provided at a cost of \$ \_\_\_\_\_ charged to  Buyer  Seller.  
198 Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM will not cover any pre-existing  
199 defects in the Property nor replace the need for an independent home inspection. Broker may receive a fee from  
200 the home warranty provider and/or a member benefit.  
201

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

- 203 1. Buyer  has  has not  not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE  
204 SALES DISCLOSURE.  
205 2. Buyer  has  has not  not applicable received and executed a LEAD-BASED PAINT CERTIFICATION  
206 AND ACKNOWLEDGMENT.  
207

208 **16. TITLE APPROVAL:** Prior to closing, Buyer shall be furnished with  a title insurance commitment for the most  
209 current and comprehensive ALTA Owner's Title Insurance Policy available in the amount of the purchase  
210 price or  an abstract of title continued to date, showing marketable title to Property in Seller's name. Seller  
211 must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage  
212 assumed by Buyer and any restrictions or easements of record not materially interfering with Buyer's intended use  
213 of the Property. A title company, at Buyer's request, can provide information about availability of various additional  
214 title insurance coverages and endorsements and the associated costs.  
215

216 Owner's Policy to be paid by  Buyer  Seller  Shared equally  Included in allowance, if provided.  
217

218 Lender's Policy, if applicable, to be paid by  Buyer  Seller  Shared equally  Included in allowance, if  
219 provided.  Other  
220

221 The parties agree that  Seller  Buyer will select a title insurance company to issue a title insurance policy and  
222 will order the commitment  immediately or  other:  
223  
224

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

228 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the  
229 deed and vendor's affidavit), so that marketable title can be conveyed.  
230  
231

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

233  A. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on  
234 \_\_\_\_\_, and all taxes due thereafter. At or before closing, Seller shall pay all  
235 taxes for the Property payable before that date.  
236

237  B. All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by Seller either to  
238 the County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the  
239 current calendar year shall be prorated on a calendar-year basis as of the day immediately prior to the  
240 Closing Date.  
241

242 For purposes of paragraph A and B: For the purpose of determining the credit amount for accrued but unpaid  
243 taxes, taxes shall be assumed to be the same as the most recent year when taxes were billed based upon certified  
244 tax rates. This shall be a final settlement.  
245

246  C. FOR RECENT CONSTRUCTION OR OTHER TAX SITUATIONS. Seller will give a tax credit of  
247 \$ \_\_\_\_\_ to Buyer at closing. This shall be a final settlement.  
248

249 **WARNING:** The succeeding year tax bill for recently constructed homes or following reassessment periods  
250 may greatly exceed the last tax bill available to the closing agent.  
251

252 Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.  
253

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

*Buyer shall pay pro-rated taxes.*

(Property Address)

Page 4 of 7 (Purchase Agreement)

- 255 18. **PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or  
256 taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not  
257 limited to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall  
258 pay any special assessments applicable to the Property for municipal improvements previously made to benefit the  
259 Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in  
260 assessments and that no governmental or private agency has served notice requiring repairs, alterations or  
261 corrections of any existing conditions. Public or municipal improvements which are not completed as of the date  
262 above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special  
263 assessments for municipal improvements completed after the date of this Agreement.  
264
- 265 19. **TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the  
266 Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in  
267 writing to a different date and/or time.  
268
- 269 **Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and  
270 delivery of such offer/counter offer.**  
271
- 272 20. **HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION:** Documents for a mandatory membership  
273 association shall be delivered by the Seller to Buyer within *N/A* days after acceptance of this Agreement. If the  
274 Buyer does not make a written response to the documents within *N/A* days after receipt, the documents shall  
275 be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such  
276 provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall  
277 be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in  
278 writing, within *N/A* days after Buyer's approval of the documents.  
279 Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable.  
280 Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site  
281 conditions that could affect the Property.  
282
- 283 21. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding  
284 against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled  
285 to recover court costs and reasonable attorney's fees from the non-prevailing party.  
286
- 287 22. **MISCELLANEOUS:**  
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- 289 A. Unless otherwise provided, any prorations for rent, taxes; insurance, damage deposits, association  
290 dues/assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.  
291
- 292 B. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence  
293 insurance.  
294
- 295 C. The Indiana Sheriff's Sex Offender Registry ([www.indianasheriffs.org](http://www.indianasheriffs.org)) exists to inform the public about the  
296 identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for  
297 providing or verifying this information.  
298
- 299 D. Conveyance of this Property shall be by general Warranty Deed, or by  
300 subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.  
301
- 302 E. Seller represents and warrants that Seller is not a "foreign person" (individual entity) and, therefore, is not  
303 subject to the Foreign Investment in Real Property Tax Act.  
304
- 305 F. Any notice required or permitted to be delivered shall be deemed received when personally delivered,  
306 transmitted electronically or digitally or sent by express courier or United States mail, postage prepaid,  
307 certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.  
308
- 309 G. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is  
310 binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and  
311 assigns.  
312
- 313 H. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the  
314 invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.  
315
- 316 I. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior  
317 understandings or written or oral agreements between the parties' respecting the transaction and cannot be  
318 changed except by their written consent.  
319
- 320 J. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the  
321 Property.

(Property Address)

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- K. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select providers other than those referred or recommended to them by Broker(s).
- L. By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement and give their permission to a multiple listing service, Internet or other advertising media, if any, to publish information regarding this transaction.
- M. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed until this transaction is closed.
- N. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.
- O. Buyer discloses to Seller that Buyer holds Indiana Real Estate License #
- P. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.

23. FURTHER CONDITIONS (List and attach any addenda): *This sale is subject to approval by the Ft. Wayne Board of Public Works and the Common Council of the City of Fort Wayne. Seller shall have 90 (ninety) days after closing to vacate the premises provided Seller signs a Right of Entry and Tadmunity Agreement.*

24. 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.

25. ACKNOWLEDGEMENTS: 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.

26. 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 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

6-11-13

378 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

380 Daniel A. Brenner - Property Manager

381 PRINTED PRINTED

382 27. SELLER'S RESPONSE: (Check appropriate paragraph letter):

383 This 11 day of JUNE, at 2:48  A.M.  P.M.  Noon

384  A. The above offer is Accepted.

385  B. The above offer is Rejected.

386  C. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and the Counter Offer.

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397 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE

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KENNETH L. HARMMEYER  
Anita M. Harmeyer  
PRINTED PRINTED



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(Property Address)

Page 7 of 7 (Purchase Agreement)

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EXHIBIT "F"

Part of the Southwest 1/4 of Section 28, Township 30 North, Range 12 East in Allen County, State of Indiana, described as follows, to-wit:

Beginning at a point situated 1283.7 feet East and 659.32 feet South of the Northwest corner of the Southwest 1/4 of Section 28, Township 30 North, Range 12 East, said point also being the Northwest corner of Lot Numbered 45 in the Plat of Section II, Fernwood Place, an Addition to the City of Fort Wayne, Indiana; thence East along the North line of the said Lot Numbered 45 and Lot Numbered 44 in the said Section II, Fernwood Place 155.0 feet to the Northeast corner of the aforementioned lot numbered 44 in the Plat of Section II, Fernwood Place; thence North 50.0 feet; thence West 155.0 feet; thence South 50.0 feet to the point of beginning, containing .0175 acres of land, more or less.

ALSO

North 10 feet of Lots Numbered 44 and 45 in Section II, Fernwood Place, an Addition to the City of Fort Wayne, Allen County, Indiana.

ALSO

Part of the Southwest 1/4 of Section 28, Township 30 North, Range 12 East, in Allen County, State of Indiana, described as follows, to-wit:

Beginning at a point situated 1283.7 feet East and 609.32 feet South of the Northwest corner of the Southwest 1/4 of Section 28, Township 30 North, Range 12 East, said point also being 50 feet North of the Northwest corner of Lot Numbered 45 in the plat of Section II, Fernwood Place, an Addition to the City of Fort Wayne; and thence East parallel to the North line of said Lot Numbered 45 and Lot Numbered 44 in said Section II, Fernwood Place, 155.0 feet to a point 50 feet North of the Northeast corner of the aforementioned Lot Numbered 44 in the Plat of Section II, Fernwood Place; thence North 15 feet; thence West 155.0 feet; thence South 15 feet to the point of beginning.

Listing Broker (Co.) *N/A* ( office code ) By ( individual code )  
 Selling Broker (Co.) *N/A* ( office code ) By ( individual code )

**PURCHASE AGREEMENT  
 (IMPROVED PROPERTY)**

1 Date: *6-12-13*

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

6  
 7 2. PROPERTY: The property ("Property") is known as *6514 Fernwood Ave.*  
 8 in *Wayne* Township, *Allen* County, *Fort Wayne*  
 9 Indiana, *46809* (zip code) legally described as: *Fernwood Place Section 1*  
 10 *Lot 17*  
 11 together with any existing permanent improvements and fixtures attached (unless leased or excluded), including,  
 12 but not limited to, electrical and/or gas fixtures, home heating fuel, heating and central air-conditioning equipment  
 13 and all attachments thereto, built-in kitchen equipment, sump pumps, water softener, water purifier, gas grills,  
 14 fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles  
 15 and fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas,  
 16 satellite dishes and controls, storage barns, all landscaping, mailbox, garage door opener with controls AND THE  
 17 FOLLOWING:

*N/A*

EXCLUDES THE FOLLOWING:

22 The terms of this Agreement will determine what items are included/excluded. All items sold shall be fully  
 23 paid for by Seller at time of closing the transaction. Buyer should verify total square footage, land, room  
 24 dimensions or community amenities if material. *seventy two thousand five hundred + 100*

25  
 26 3. PRICE: Buyer will pay the total purchase price of \$ *72,500.00* for the Property. If Buyer obtains an  
 27 appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed  
 28 upon purchase price.

29  
 30 4. EARNEST MONEY: Buyer submits \$ *0* as earnest money which shall be applied to the  
 31 purchase price. The listing broker shall deposit earnest money received into its escrow account within two (2)  
 32 banking days of acceptance of this Agreement and hold it until time of closing the transaction or termination of this  
 33 Agreement. If Buyer fails for any reason to submit earnest money, Seller may terminate this Agreement.  
 34 Earnest money shall be returned promptly in the event this offer is not accepted. If this offer is accepted and Buyer  
 35 fails or refuses to close the transaction, without legal cause, the earnest money shall be retained by Seller for  
 36 damages the Seller has or will incur, and Seller retains all rights to seek other legal and equitable remedies. The  
 37 Broker holding any earnest money is absolved from any responsibility to make payment to the Seller or Buyer  
 38 unless the parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876  
 39 IAC 1-1-23 (release of earnest money). Upon notification that Buyer or Seller intends not to perform, Broker holding  
 40 the earnest money may release the earnest money as provided in this Agreement. If no provision is made in this  
 41 Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail. If neither Buyer  
 42 nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified  
 43 letter, Broker may release the earnest money to the party identified in the certified letter. Buyer and Seller agree to  
 44 hold the Broker harmless from any liability, including attorney's fees and costs, for good faith disbursement of  
 45 earnest money in accordance with this Agreement and licensing regulations.

46  
 47 5. METHOD OF PAYMENT: (Check appropriate paragraph letter)  
 48  A. CASH: The entire purchase price shall be paid in cash and no financing is required.  
 49  B. NEW MORTGAGE: Completion of this transaction shall be contingent upon the Buyer's ability to obtain a  
 50  Conventional  Insured Conventional  FHA  VA  Other: \_\_\_\_\_ first  
 51 mortgage loan for \_\_\_\_\_ % of purchase price, payable in not less than \_\_\_\_\_ years, with an  
 52 original rate of interest not to exceed \_\_\_\_\_ % per annum and not to exceed \_\_\_\_\_ points. Buyer  
 53 shall pay all costs of obtaining financing, except \_\_\_\_\_  
 54  
 55  
 56  
 57  
 58

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

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

67 6. ~~TIME FOR OBTAINING FINANCING: Buyer agrees to make written application for any financing necessary~~  
68 ~~to complete this transaction or for approval to assume the unpaid balance of the existing mortgage within~~  
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 \_\_\_\_\_ days after acceptance of the~~  
71 ~~Agreement shall be allowed for obtaining favorable written commitment(s) or mortgage assumption approval. If a~~  
72 ~~commitment or approval is not obtained within the time specified above, this Agreement shall terminate unless an~~  
73 ~~extension of time for this purpose is mutually agreed to in writing.~~  
74

75 7. CLOSING: The closing of the sale (the "Closing Date") shall be on or before \_\_\_\_\_, or  
76 within 30 days after Common Council approval, whichever is later or this Agreement  
77 shall terminate unless an extension of time is mutually agreed to in writing. The closing fee charged by the title  
78 insurance company shall be paid by  Buyer  Seller  Shared equally  Included in allowance, if provided.  
79

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

86 8. POSSESSION:

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

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

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

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

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

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

116 11. HOMEOWNER'S INSURANCE: Completion of this transaction shall be contingent upon the Buyer's ability to obtain  
117 a favorable written commitment for homeowner's insurance within 0 days after acceptance of this Agreement.  
118

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

(Property Address)

126 Buyer is STRONGLY ADVISED to obtain Inspections (see below) to fully determine the condition of the Property  
127 and its environmental status. The ONLY way to determine if Environmental Contaminants are present at the  
128 Property at harmful levels is through inspections.  
129

130 Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental  
131 Contaminants and release and hold harmless all Brokers, their companies and sales associates from any  
132 and all liability, including attorney's fees and costs, arising out of or related to any inspection, inspection  
133 result, repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants.  
134 This release shall survive the closing.  
135

136 **13. INSPECTIONS: (Check paragraph letter A or B)**  
137

138 Buyer has been made aware that independent inspections disclosing the condition of the property are available  
139 and has been afforded the opportunity to require such inspections as a condition of this Agreement.  
140

141  **A. BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**  
142

143 Buyer WAIVES inspections and relies upon the condition of the Property based upon Buyer's own  
144 examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated with  
145 Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release  
146 shall survive the closing. Required FHAVA or lender inspections are not included in this waiver.  
147  
148

149  **B. BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS (including Lead-Based Paint)**  
150

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

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

162 Inspections may include but are not limited to the condition of the following systems and components:  
163 heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space,  
164 well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint  
165 that is in good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or  
166 the following:  
167  
168

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

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

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

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

194  
195 14. LIMITED HOME WARRANTY PROGRAM:  
196 Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer  
197 which  will  will not be provided at a cost of \$ \_\_\_\_\_ charged to  Buyer  Seller.  
198 Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM will not cover any pre-existing  
199 defects in the Property nor replace the need for an independent home inspection. Broker may receive a fee from  
200 the home warranty provider and/or a member benefit.

201  
202 15. DISCLOSURES: (Check one)  
203 1. Buyer  has  has not  not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE  
204 SALES DISCLOSURE.  
205 2. Buyer  has  has not  not applicable received and executed a LEAD-BASED PAINT CERTIFICATION  
206 AND ACKNOWLEDGMENT.

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

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

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

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

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

231  
232 17. TAXES: (Check paragraph A, B or C)  
233  A. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on  
234 \_\_\_\_\_, and all taxes due thereafter. At or before closing, Seller shall pay all  
235 taxes for the Property payable before that date.

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

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

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

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

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

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

*Buyer shall pay prorated property taxes*

- 255 18. PRORATIONS AND SPECIAL ASSESSMENTS: Insurance, if assigned to Buyer, interest on any debt assumed or  
256 taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not  
257 limited to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall  
258 pay any special assessments applicable to the Property for municipal improvements previously made to benefit the  
259 Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in  
260 assessments and that no governmental or private agency has served notice requiring repairs, alterations or  
261 corrections of any existing conditions. Public or municipal improvements which are not completed as of the date  
262 above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special  
263 assessments for municipal improvements completed after the date of this Agreement.  
264
- 265 19. TIME: Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the  
266 Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in  
267 writing to a different date and/or time.  
268
- 269 Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and  
270 delivery of such offer/counter offer.  
271
- 272 20. HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION: Documents for a mandatory membership  
273 association shall be delivered by the Seller to Buyer within \_\_\_\_\_ days after acceptance of this Agreement. If the  
274 Buyer does not make a written response to the documents within \_\_\_\_\_ days after receipt, the documents shall  
275 be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such  
276 provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall  
277 be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in  
278 writing, within \_\_\_\_\_ days after Buyer's approval of the documents.  
279 Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable.  
280 Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site  
281 conditions that could affect the Property.  
282
- 283 21. ATTORNEY'S FEES: Any party to this Agreement who is the prevailing party in any legal or equitable proceeding  
284 against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled  
285 to recover court costs and reasonable attorney's fees from the non-prevailing party.  
286
- 287 22. MISCELLANEOUS:  
288
- 289 A. Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association  
290 dues/assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.  
291
- 292 B. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence  
293 insurance.  
294
- 295 C. The Indiana Sheriff's Sex Offender Registry ([www.indianasheriffs.org](http://www.indianasheriffs.org)) exists to inform the public about the  
296 identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for  
297 providing or verifying this information.  
298
- 299 D. Conveyance of this Property shall be by general Warranty Deed, or by  
300 subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.  
301
- 302 E. Seller represents and warrants that Seller is not a "foreign person" (individual entity) and, therefore, is not  
303 subject to the Foreign Investment in Real Property Tax Act.  
304
- 305 F. Any notice required or permitted to be delivered shall be deemed received when personally delivered,  
306 transmitted electronically or digitally or sent by express courier or United States mail, postage prepaid,  
307 certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.  
308
- 309 G. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is  
310 binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and  
311 assigns.  
312
- 313 H. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the  
314 invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.  
315
- 316 I. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior  
317 understandings or written or oral agreements between the parties' respecting the transaction and cannot be  
318 changed except by their written consent.  
319
- 320 J. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the  
321 Property.

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K. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select providers other than those referred or recommended to them by Broker(s).

L. By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement and give their permission to a multiple listing service, Internet or other advertising media, if any, to publish information regarding this transaction.

M. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed until this transaction is closed.

N. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.

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

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

23. FURTHER CONDITIONS (List and attach any addenda): *This purchase is conditioned upon approval by the Ft. Wayne Board of Public Works and the Common Council of the City of Ft. Wayne.*

24. 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.

25. ACKNOWLEDGEMENTS: 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.

26. 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 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

6-12-13  
DATE

378  
379 BUYER'S SIGNATURE

DATE BUYER'S SIGNATURE

380  
381  
382 PRINTED

Daniel A. Brenner - Property  
Manager

383  
384 27. SELLER'S RESPONSE: (Check appropriate paragraph letter):

385  
386 This                    day of                    , at                     A.M.  P.M.  Noon

387  
388  A. The above offer is Accepted.

389  
390  B. The above offer is Rejected.

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

394  
395  
396  
397 SELLER'S SIGNATURE

DATE SELLER'S SIGNATURE

Kelli M. Johnson 6/12/13  
Kelli M. Johnson  
DATE  
PRINTED

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399  
400 PRINTED



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(Property Address)

Page 7 of 7 (Purchase Agreement)

Listing Broker (Co.)

N/A

( ) By

( Individual code )

Selling Broker (Co.)

N/A

( office code ) By

( Individual code )

office code

Individual code

### PURCHASE AGREEMENT (IMPROVED PROPERTY)

1 Date: 6-14-13

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

6  
7 2. PROPERTY: The property ("Property") is known as 6429 Fernwood Avenue  
8 in Wayne Township, Allen County, Fort Wayne  
9 Indiana, 46809 (zip code) legally described as: Fernwood place Section 71  
10 Lot 4.3  
11 together with any existing permanent improvements and fixtures attached (unless leased or excluded), including,  
12 but not limited to, electrical and/or gas fixtures, home heating fuel, heating and central air-conditioning equipment  
13 and all attachments thereto, built-in kitchen equipment, sump pumps, water softener, water purifier, gas grills,  
14 fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles  
15 and fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas,  
16 satellite dishes and controls, storage barns, all landscaping, mailbox, garage door opener with controls AND THE  
17 FOLLOWING:

#### EXCLUDES THE FOLLOWING:

18  
19  
20  
21  
22 The terms of this Agreement will determine what items are included/excluded. All items sold shall be fully  
23 paid for by Seller at time of closing the transaction. Buyer should verify total square footage, land, room  
24 dimensions or community amenities if material. seventy three thousand 100

25  
26 3. PRICE: Buyer will pay the total purchase price of \$ 73,000.00 for the Property. If Buyer obtains an  
27 appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed  
28 upon purchase price.

29  
30 4. EARNEST MONEY: Buyer submits \$ 4 as earnest money which shall be applied to the  
31 purchase price. The listing broker shall deposit earnest money received into its escrow account within two (2)  
32 banking days of acceptance of this Agreement and hold it until time of closing the transaction or termination of this  
33 Agreement. If Buyer fails for any reason to submit earnest money, Seller may terminate this Agreement.  
34 Earnest money shall be returned promptly in the event this offer is not accepted. If this offer is accepted and Buyer  
35 fails or refuses to close the transaction, without legal cause, the earnest money shall be retained by Seller for  
36 damages the Seller has or will incur, and Seller retains all rights to seek other legal and equitable remedies. The  
37 Broker holding any earnest money is absolved from any responsibility to make payment to the Seller or Buyer  
38 unless the parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876  
39 IAC 1-1-23 (release of earnest money). Upon notification that Buyer or Seller intends not to perform, Broker holding  
40 the earnest money may release the earnest money as provided in this Agreement. If no provision is made in this  
41 Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail. If neither Buyer  
42 nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified  
43 letter, Broker may release the earnest money to the party identified in the certified letter. Buyer and Seller agree to  
44 hold the Broker harmless from any liability, including attorney's fees and costs, for good faith disbursement of  
45 earnest money in accordance with this Agreement and licensing regulations.

46  
47 5. METHOD OF PAYMENT: (Check appropriate paragraph letter)  
48  A. CASH: The entire purchase price shall be paid in cash and no financing is required.  
49  B. NEW MORTGAGE: Completion of this transaction shall be contingent upon the Buyer's ability to obtain a

50  
51  Conventional  Insured Conventional  FHA  VA  Other: first  
52 mortgage loan for % of purchase price, payable in not less than years, with an  
53 original rate of interest not to exceed % per annum and not to exceed points. Buyer  
54 shall pay all costs of obtaining financing, except

55  
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57  
58 6429 Fernwood  
(Property Address)

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

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

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

7. CLOSING: The closing of the sale (the "Closing Date") shall be on or before , or within 30 days after Common Council approval , whichever is later or this Agreement shall terminate unless an extension of time is mutually agreed to in writing. The closing fee charged by the title insurance company shall be paid by  Buyer  Seller  Shared equally  Included in allowance, if provided.

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

8. POSSESSION: *Buyer* Seller shall have 90 days after closing to vacate per section 23

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

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

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

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

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

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

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

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

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

129  
130 Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental  
131 Contaminants and release and hold harmless all Brokers, their companies and sales associates from any  
132 and all liability, including attorney's fees and costs, arising out of or related to any inspection, inspection  
133 result, repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants.  
134 This release shall survive the closing.  
135

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

137  
138 Buyer has been made aware that independent inspections disclosing the condition of the property are available  
139 and has been afforded the opportunity to require such inspections as a condition of this Agreement.  
140

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

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

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

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

156  
157 **INSPECTION/RESPONSE PERIOD:** Buyer shall order all independent inspections immediately after  
158 acceptance of the Purchase Agreement. Buyer shall have \_\_\_\_\_ days beginning the day following the date  
159 of acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see  
160 "Buyer's Inspection Response").

161  
162 Inspections may include but are not limited to the condition of the following systems and components:  
163 heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, craw space,  
164 well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint  
165 that is in good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or  
166 the following:

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

173  
174 If the Buyer does not comply with any Inspection/Response Period or make a written objection to any  
175 problem revealed in a report within the applicable Inspection/Response Period, the Property shall be  
176 deemed to be acceptable. If one party fails to respond or request in writing an extension of time to  
177 respond to the other party's Independent Inspection Response, then that inspection response is  
178 accepted. A timely request for extension is not an acceptance of the inspection response, whether or not  
179 granted. A REASONABLE TIME PERIOD TO RESPOND IS REQUIRED TO PREVENT MISUSE OF THIS  
180 ACCEPTANCE PROVISION. Factors considered in determining reasonable time periods include, but are  
181 not limited to, availability of responding party to respond, type and expense of repairs requested and need of  
182 responding party to obtain additional opinions to formulate a response.

183  
184 If the Buyer reasonably believes that the Inspection Report reveals a MAJOR DEFECT with the Property and  
185 the Seller is unable or unwilling to remedy the defect to the Buyer's reasonable satisfaction before closing (or  
186 at a time otherwise agreed to by the parties), then Buyer may terminate this Agreement or waive such defect  
187 and the transaction shall proceed toward closing. Under Indiana law, "Defect" means a condition that would  
188 have a significant adverse effect on the value of the Property, that would significantly impair the health or  
189 safety of future occupants of the Property, or that if not repaired, removed, or replaced would significantly  
190 shorten or adversely affect the expected normal life of the premises. BUYER AGREES THAT ANY  
191 PROPERTY DEFECT PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND

6429 Fernwood  
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MINOR REPAIR ITEMS MENTIONED IN ANY REPORT, SHALL NOT BE A BASIS FOR TERMINATION OF THIS AGREEMENT.

14. LIMITED HOME WARRANTY PROGRAM:

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

15. DISCLOSURES: (Check one)

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

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

Owner's Policy to be paid by  Buyer  Seller  Shared equally  Included in allowance, if provided.  
Lender's Policy, if applicable, to be paid by  Buyer  Seller  Shared equally  Included in allowance, if provided.  Other

The parties agree that  Seller  Buyer will select a title insurance company to issue a title insurance policy and will order the commitment  immediately or  other:

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

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

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

- A. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on date of closing, and all taxes due thereafter. At or before closing, Seller shall pay all taxes for the Property payable before that date.
- B. All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by Seller either to the County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the current calendar year shall be prorated on a calendar-year basis as of the day immediately prior to the Closing Date.

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

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

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

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

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

6429 Fernwood  
(Property Address)

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

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

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

272 20. **HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION:** Documents for a mandatory membership  
273 association shall be delivered by the Seller to Buyer within \_\_\_\_\_ days after acceptance of this Agreement. If the  
274 Buyer does not make a written response to the documents within \_\_\_\_\_ days after receipt, the documents shall  
275 be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such  
276 provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall  
277 be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in  
278 writing, within \_\_\_\_\_ days after Buyer's approval of the documents.  
279 Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable.  
280 Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site  
281 conditions that could affect the Property.  
282

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

287 **22. MISCELLANEOUS:**  
288

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

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

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

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

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

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

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

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

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

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

6429 Fernwood  
(Property Address)

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- K. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select providers other than those referred or recommended to them by Broker(s).
- L. By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement and give their permission to a multiple listing service, Internet or other advertising media, if any, to publish information regarding this transaction.
- M. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed until this transaction is closed.
- N. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.
- O. Buyer discloses to Seller that Buyer holds Indiana Real Estate License #
- P. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.

23. FURTHER CONDITIONS (List and attach any addenda): *This purchase is subject to approval by the Fort Wayne Board of Public Works and the Common Council of the City of Fort Wayne. Seller shall have 90 (ninety) days after closing to vacate the property, so long as Seller signs an indemnity agreement.*

24. 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.

25. ACKNOWLEDGEMENTS: 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.

26. 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 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.

*6429 Fernwood*  
(Property Address)

City of Fort Wayne  
Daniel A. Brenner

6-13-13

378

379 BUYER'S SIGNATURE

DATE BUYER'S SIGNATURE

DATE

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Daniel F. Brenner - Property Manager

382 PRINTED

PRINTED

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384 27. SELLER'S RESPONSE: (Check appropriate paragraph letter):

385

386 This

day of

, at

A.M.  P.M.  Noon

387

388  A. The above offer is Accepted.

389

390  B. The above offer is Rejected.

391

392  C. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and the Counter Offer.

393

394

395

Marilyn K Gordy

6-14-13

396 SELLER'S SIGNATURE

DATE SELLER'S SIGNATURE

DATE

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MARILYN K. GORDY

399 PRINTED

PRINTED



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This is a legally binding contract, if not understood seek legal advice. Form #02. Copyright IAR 2010



6429 Fernwood  
(Property Address)

Listing Broker (Co.) *N/A* ( ) By ( )  
 Selling Broker (Co.) *N/A* ( office code ) By ( individual code )  
 ( office code ) By ( individual code )

**PURCHASE AGREEMENT  
 (IMPROVED PROPERTY)**

1 Date: *6-14-13*

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

7 2. PROPERTY: The property ("Property") is known as *6506 Fernwood Ave.*  
 8 in *Wayne* Township, *Allen* County, *Fort Wayne*  
 9 Indiana, *46809* (zip code) legally described as: *Fernwood Place Section 11 Lot 32*

10 together with any existing permanent improvements and fixtures attached (unless leased or excluded), including,  
 11 but not limited to, electrical and/or gas fixtures, home heating fuel, heating and central air-conditioning equipment  
 12 and all attachments thereto, built-in kitchen equipment, sump pumps, water softener, water purifier, gas grills,  
 13 fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles  
 14 and fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas,  
 15 satellite dishes and controls, storage barns, all landscaping, mailbox, garage door opener with controls AND THE  
 16 FOLLOWING:  
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 22 EXCLUDES THE FOLLOWING:

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 24 The terms of this Agreement will determine what items are included/excluded. All items sold shall be fully  
 25 paid for by Seller at time of closing the transaction. Buyer should verify total square footage, land, room  
 26 dimensions or community amenities if material. *eighty thousand two hundred fifty + 100*

27  
 28 3. PRICE: Buyer will pay the total purchase price of \$ *80,250.00* for the Property. If Buyer obtains an  
 29 appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed  
 30 upon purchase price.

31  
 32 4. EARNEST MONEY: Buyer submits \$ *0* as earnest money which shall be applied to the  
 33 purchase price. The listing broker shall deposit earnest money received into its escrow account within two (2)  
 34 banking days of acceptance of this Agreement and hold it until time of closing the transaction or termination of this  
 35 Agreement. If Buyer fails for any reason to submit earnest money, Seller may terminate this Agreement.  
 36 Earnest money shall be returned promptly in the event this offer is not accepted. If this offer is accepted and Buyer  
 37 fails or refuses to close the transaction, without legal cause, the earnest money shall be retained by Seller for  
 38 damages the Seller has or will incur, and Seller retains all rights to seek other legal and equitable remedies. The  
 39 Broker holding any earnest money is absolved from any responsibility to make payment to the Seller or Buyer  
 40 unless the parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876  
 41 IAC 1-1-23 (release of earnest money). Upon notification that Buyer or Seller intends not to perform, Broker holding  
 42 the earnest money may release the earnest money as provided in this Agreement. If no provision is made in this  
 43 Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail. If neither Buyer  
 44 nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified  
 45 letter, Broker may release the earnest money to the party identified in the certified letter. Buyer and Seller agree to  
 46 hold the Broker harmless from any liability, including attorney's fees and costs, for good faith disbursement of  
 47 earnest money in accordance with this Agreement and licensing regulations.  
 48

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

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

*6506 Fernwood*  
 (Property Address)

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

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

67 6. TIME FOR OBTAINING FINANCING: Buyer agrees to make written application for any financing necessary  
68 to complete this transaction or for approval to assume the unpaid balance of the existing mortgage within  
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 \_\_\_\_\_ days after acceptance of this  
71 Agreement shall be allowed for obtaining favorable written commitment(s) or mortgage assumption approval. If a  
72 commitment or approval is not obtained within the time specified above, this Agreement shall terminate unless an  
73 extension of time for this purpose is mutually agreed to in writing.  
74

75 7. CLOSING: The closing of the sale (the "Closing Date") shall be on or before \_\_\_\_\_, or  
76 within 30 days after *Common Council approval*, whichever is later or this Agreement  
77 shall terminate unless an extension of time is mutually agreed to in writing. The closing fee charged by the title  
78 insurance company shall be paid by  Buyer  Seller  Shared equally  Included in allowance, if provided.  
79

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

86 8. POSSESSION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

147  
148  
149  **B. BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS (including Lead-Based Paint)**

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

156  
157 **INSPECTION/RESPONSE PERIOD:** Buyer shall order all independent inspections immediately after  
158 acceptance of the Purchase Agreement. Buyer shall have \_\_\_\_\_ days beginning the day following the date  
159 of acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see  
160 "Buyer's Inspection Response").

161  
162 Inspections may include but are not limited to the condition of the following systems and components:  
163 heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space,  
164 well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint  
165 that is in good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or  
166 the following:

167  
168  
169  
170 If the initial inspection report reveals the presence of lead-based paint, radon, mold and other biological  
171 contaminants, or any other condition that requires further examination or testing, then Buyer shall have  
172 additional days to order, receive and respond in writing to any additional reports.

173  
174 If the Buyer does not comply with any Inspection/Response Period or make a written objection to any  
175 problem revealed in a report within the applicable Inspection/Response Period, the Property shall be  
176 deemed to be acceptable. If one party fails to respond or request in writing an extension of time to  
177 respond to the other party's Independent Inspection Response, then that inspection response is  
178 accepted. A timely request for extension is not an acceptance of the inspection response, whether or not  
179 granted. A REASONABLE TIME PERIOD TO RESPOND IS REQUIRED TO PREVENT MISUSE OF THIS  
180 ACCEPTANCE PROVISION. Factors considered in determining reasonable time periods include, but are  
181 not limited to, availability of responding party to respond, type and expense of repairs requested and need of  
182 responding party to obtain additional opinions to formulate a response.

183  
184 If the Buyer reasonably believes that the Inspection Report reveals a MAJOR DEFECT with the Property and  
185 the Seller is unable or unwilling to remedy the defect to the Buyer's reasonable satisfaction before closing (or  
186 at a time otherwise agreed to by the parties), then Buyer may terminate this Agreement or waive such defect  
187 and the transaction shall proceed toward closing. Under Indiana law, "Defect" means a condition that would  
188 have a significant adverse effect on the value of the Property, that would significantly impair the health or  
189 safety of future occupants of the Property, or that if not repaired, removed, or replaced would significantly  
190 shorten or adversely affect the expected normal life of the premises. BUYER AGREES THAT ANY  
191 PROPERTY DEFECT PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND

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192 MINOR REPAIR ITEMS MENTIONED IN ANY REPORT, SHALL NOT BE A BASIS FOR TERMINATION OF  
193 THIS AGREEMENT.  
194

195 14. LIMITED HOME WARRANTY PROGRAM:  
196 Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer  
197 which  will  will not be provided at a cost of \$ \_\_\_\_\_ charged to  Buyer  Seller.  
198 Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM will not cover any pre-existing  
199 defects in the Property nor replace the need for an independent home inspection. Broker may receive a fee from  
200 the home warranty provider and/or a member benefit.  
201

202 15. DISCLOSURES: (Check one)  
203 1. Buyer  has  has not  not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE  
204 SALES DISCLOSURE.  
205 2. Buyer  has  has not  not applicable received and executed a LEAD-BASED PAINT CERTIFICATION  
206 AND ACKNOWLEDGMENT.  
207

208 16. TITLE APPROVAL: Prior to closing, Buyer shall be furnished with  a title insurance commitment for the most  
209 current and comprehensive ALTA Owner's Title Insurance Policy available in the amount of the purchase  
210 price or  an abstract of title continued to date, showing marketable title to Property in Seller's name. Seller  
211 must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage  
212 assumed by Buyer and any restrictions or easements of record not materially interfering with Buyer's intended use  
213 of the Property. A title company, at Buyer's request, can provide information about availability of various additional  
214 title insurance coverages and endorsements and the associated costs.  
215

216 Owner's Policy to be paid by  Buyer  Seller  Shared equally  Included in allowance, if provided.  
217

218 Lender's Policy, if applicable, to be paid by  Buyer  Seller  Shared equally  Included in allowance, if  
219 provided.  Other  
220

221 The parties agree that  Seller  Buyer will select a title insurance company to issue a title insurance policy and  
222 will order the commitment  immediately or  other:  
223  
224

225 Pursuant to Federal and State law, Seller cannot make Seller's selection of a title insurance provider a condition of  
226 this Agreement.  
227  
228

229 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the  
230 deed and vendor's affidavit), so that marketable title can be conveyed.  
231

232 17. TAXES: (Check paragraph A, B or C) *Buyer shall pay prorated property taxes,*  
233  A. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on  
234 *date of closing*, and all taxes due thereafter. At or before closing, Seller shall pay all  
235 taxes for the Property payable before that date.  
236

237  B. All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by Seller either to  
238 the County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the  
239 current calendar year shall be prorated on a calendar-year basis as of the day immediately prior to the  
240 Closing Date.  
241

242 For purposes of paragraph A and B: For the purpose of determining the credit amount for accrued but unpaid  
243 taxes, taxes shall be assumed to be the same as the most recent year when taxes were billed based upon *certified*  
244 tax rates. This shall be a final settlement.  
245

246  C. FOR RECENT CONSTRUCTION OR OTHER TAX SITUATIONS. Seller will give a tax credit of  
247 \$ \_\_\_\_\_ to Buyer at closing. This shall be a final settlement.  
248

249 WARNING: The succeeding year tax bill for recently constructed homes or following reassessment periods  
250 may greatly exceed the last tax bill available to the closing agent.  
251

252 Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.  
253

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

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(Property Address)

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

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

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

272 20. **HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION:** Documents for a mandatory membership  
273 association shall be delivered by the Seller to Buyer within \_\_\_\_\_ days after acceptance of this Agreement. If the  
274 Buyer does not make a written response to the documents within \_\_\_\_\_ days after receipt, the documents shall  
275 be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such  
276 provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall  
277 be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in  
278 writing, within \_\_\_\_\_ days after Buyer's approval of the documents.  
279 Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable.  
280 Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site  
281 conditions that could affect the Property.  
282

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

287 **22. MISCELLANEOUS:**  
288

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

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

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

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

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

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

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

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

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

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

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- K. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select providers other than those referred or recommended to them by Broker(s).
- L. By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement and give their permission to a multiple listing service, Internet or other advertising media, if any, to publish information regarding this transaction.
- M. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed until this transaction is closed.
- N. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.
- O. Buyer discloses to Seller that Buyer holds Indiana Real Estate License #
- P. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.

23. FURTHER CONDITIONS (List and attach any addenda): *This purchase is subject to approval by the Fort Wayne Board of Public Works and the Common Council of the City of Ft. Wayne. Seller may have 90 days AFTER closing to vacate as long as Seller signs an indemnity agreement at closing*

24. 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.

25. ACKNOWLEDGEMENTS: 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.

26. 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 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.

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(Property Address)

City of Fort Wayne  
Council A. Brenner

6-13-13

378

379 BUYER'S SIGNATURE

DATE BUYER'S SIGNATURE

DATE

380

Daniel A. Brenner - Property Manager

381

382 PRINTED

PRINTED

383

384 27. SELLER'S RESPONSE: (Check appropriate paragraph letter):

385

386 This

day of

, at

A.M.  P.M.  Noon

387

388  A. The above offer is Accepted.

389

390  B. The above offer is Rejected.

391

392  C. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and the Counter Offer.

393

394

395

396

Joan R. Williams

6-14-13

397 SELLER'S SIGNATURE

DATE SELLER'S SIGNATURE

DATE

398

JOAN R WILLIAMS

399

400 PRINTED

PRINTED



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Listing Broker (Co.) *N/A* ( ) By ( )  
 office code individual code  
 Selling Broker (Co.) *N/A* ( ) By ( )  
 office code individual code

**PURCHASE AGREEMENT  
 (IMPROVED PROPERTY)**

1 Date: *6-12-13*

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

6  
 7 2. PROPERTY: The property ("Property") is known as *3511 Dalevue Dr.*  
 8 in *Wayne* Township, *Allen* County, *Fort Wayne*  
 9 Indiana, *46809* (zip code) legally described as: *Fernwood Place Section 11*  
 10 *Lot 31*  
 11 together with any existing permanent improvements and fixtures attached (unless leased or excluded), including,  
 12 but not limited to, electrical and/or gas fixtures, home heating fuel, heating and central air-conditioning equipment  
 13 and all attachments thereto, built-in kitchen equipment, sump pumps, water softener, water purifier, gas grills,  
 14 fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles  
 15 and fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas,  
 16 satellite dishes and controls, storage barns, all landscaping, mailbox, garage door opener with controls AND THE  
 17 FOLLOWING:

*N/A*

EXCLUDES THE FOLLOWING:

22 The terms of this Agreement will determine what items are included/excluded. All items sold shall be fully  
 23 paid for by Seller at time of closing the transaction. Buyer should verify total square footage, land, room  
 24 dimensions or community amenities if material. *Seventy three thousand and no dollars*

25  
 26 3. PRICE: Buyer will pay the total purchase price of \$ *73,000.00* for the Property. If Buyer obtains an  
 27 appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed  
 28 upon purchase price.

29  
 30 4. EARNEST MONEY: Buyer submits \$ *0* as earnest money which shall be applied to the  
 31 purchase price. The listing broker shall deposit earnest money received into its escrow account within two (2)  
 32 banking days of acceptance of this Agreement and hold it until time of closing the transaction or termination of this  
 33 Agreement. If Buyer fails for any reason to submit earnest money, Seller may terminate this Agreement.  
 34 Earnest money shall be returned promptly in the event this offer is not accepted. If this offer is accepted and Buyer  
 35 fails or refuses to close the transaction, without legal cause, the earnest money shall be retained by Seller for  
 36 damages the Seller has or will incur, and Seller retains all rights to seek other legal and equitable remedies. The  
 37 Broker holding any earnest money is absolved from any responsibility to make payment to the Seller or Buyer  
 38 unless the parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876  
 39 IAC 1-1-23 (release of earnest money). Upon notification that Buyer or Seller intends not to perform, Broker holding  
 40 the earnest money may release the earnest money as provided in this Agreement. If no provision is made in this  
 41 Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail. If neither Buyer  
 42 nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified  
 43 letter, Broker may release the earnest money to the party identified in the certified letter. Buyer and Seller agree to  
 44 hold the Broker harmless from any liability, including attorney's fees and costs, for good faith disbursement of  
 45 earnest money in accordance with this Agreement and licensing regulations.

46  
 47 5. METHOD OF PAYMENT: (Check appropriate paragraph letter)  
 48  A. CASH: The entire purchase price shall be paid in cash and no financing is required.  
 49  B. NEW MORTGAGE: Completion of this transaction shall be contingent upon the Buyer's ability to obtain a

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

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

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

67 6. ~~TIME FOR OBTAINING FINANCING:~~ Buyer agrees to make written application for any financing necessary  
68 to complete this transaction or for approval to assume the unpaid balance of the existing mortgage within  
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 \_\_\_\_\_ days after acceptance of the  
71 Agreement shall be allowed for obtaining favorable written commitment(s) or mortgage assumption approval. If a  
72 commitment or approval is not obtained within the time specified above, this Agreement shall terminate unless an  
73 extension of time for this purpose is mutually agreed to in writing.  
74

75 7. CLOSING: The closing of the sale (the "Closing Date") shall be on or before \_\_\_\_\_, or  
76 within 30 days after *Common Council approval*, whichever is later or this Agreement  
77 shall terminate unless an extension of time is mutually agreed to in writing. The closing fee charged by the title  
78 insurance company shall be paid by  Buyer  Seller  Shared equally  Included in allowance, if provided.  
79

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

86 8. POSSESSION:

87 A. The possession of the Property shall be delivered to Buyer  at closing  within \_\_\_\_\_ days after closing  
88 or  on or before \_\_\_\_\_ if closed. For each day Seller is entitled to possession  
89 after closing, Seller shall pay to Buyer at closing \$ \_\_\_\_\_ per day. If Seller does not  
90 deliver possession by the date required in the first sentence of this paragraph, Seller shall pay Buyer

91 \$ \_\_\_\_\_ per day as liquidated damages until possession is delivered to Buyer; and Buyer  
92 shall have all other legal and equitable remedies available against the Seller.

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

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

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

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

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

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

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

(Property Address)

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

129  
130 Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental  
131 Contaminants and release and hold harmless all Brokers, their companies and sales associates from any  
132 and all liability, including attorney's fees and costs, arising out of or related to any inspection, inspection  
133 result, repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants.  
134 This release shall survive the closing.  
135

136 **13. INSPECTIONS: (Check paragraph letter A or B)**  
137

138 Buyer has been made aware that independent inspections disclosing the condition of the property are available  
139 and has been afforded the opportunity to require such inspections as a condition of this Agreement.  
140

141  **A. BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**  
142

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

148  
149  **B. BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS (including Lead-Based Paint)**  
150

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

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

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

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

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

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

(Property Address)

192 MINOR REPAIR ITEMS MENTIONED IN ANY REPORT, SHALL NOT BE A BASIS FOR TERMINATION OF  
193 THIS AGREEMENT.  
194

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

196 Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer  
197 which  will  will not be provided at a cost of \$ charged to  Buyer  Seller.  
198 Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM will not cover any pre-existing  
199 defects in the Property nor replace the need for an independent home inspection. Broker may receive a fee from  
200 the home warranty provider and/or a member benefit.  
201

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

- 203 1. Buyer  has  has not  not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE  
204 SALES DISCLOSURE.  
205 2. Buyer  has  has not  not applicable received and executed a LEAD-BASED PAINT CERTIFICATION  
206 AND ACKNOWLEDGMENT.  
207

208 **16. TITLE APPROVAL:** Prior to closing, Buyer shall be furnished with  a title insurance commitment for the most  
209 current and comprehensive ALTA Owner's Title Insurance Policy available in the amount of the purchase  
210 price or  an abstract of title continued to date, showing marketable title to Property in Seller's name. Seller  
211 must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage  
212 assumed by Buyer and any restrictions or easements of record not materially interfering with Buyer's intended use  
213 of the Property. A title company, at Buyer's request, can provide information about availability of various additional  
214 title insurance coverages and endorsements and the associated costs.  
215

216 Owner's Policy to be paid by  Buyer  Seller  Shared equally  Included in allowance, if provided.  
217

218 Lender's Policy, if applicable, to be paid by  Buyer  Seller  Shared equally  Included in allowance, if  
219 provided.  Other  
220

221 The parties agree that  Seller  Buyer will select a title insurance company to issue a title insurance policy and  
222 will order the commitment  immediately or  other:  
223  
224  
225

226 Pursuant to Federal and State law, Seller cannot make Seller's selection of a title insurance provider a condition of  
227 this Agreement.  
228

229 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the  
230 deed and vendor's affidavit), so that marketable title can be conveyed.  
231

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

233  A. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on  
234 , and all taxes due thereafter. At or before closing, Seller shall pay all  
235 taxes for the Property payable before that date.  
236

237  B. All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by Seller either to  
238 the County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the  
239 current calendar year shall be prorated on a calendar-year basis as of the day immediately prior to the  
240 Closing Date.  
241

242 For purposes of paragraph A and B: For the purpose of determining the credit amount for accrued but unpaid  
243 taxes, taxes shall be assumed to be the same as the most recent year when taxes were billed based upon certified  
244 tax rates. This shall be a final settlement.  
245

246  C. FOR RECENT CONSTRUCTION OR OTHER TAX SITUATIONS. Seller will give a tax credit of  
247 \$ to Buyer at closing. This shall be a final settlement.  
248

249 **WARNING:** The succeeding year tax bill for recently constructed homes or following reassessment periods  
250 may greatly exceed the last tax bill available to the closing agent.  
251

252 Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.  
253

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

*Buyer shall pay prorated property taxes*

(Property Address)

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

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

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

272 20. HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION: Documents for a mandatory membership  
273 association shall be delivered by the Seller to Buyer within \_\_\_\_\_ days after acceptance of this Agreement. If the  
274 Buyer does not make a written response to the documents within \_\_\_\_\_ days after receipt, the documents shall  
275 be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such  
276 provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall  
277 be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in  
278 writing, within \_\_\_\_\_ days after Buyer's approval of the documents.  
279 Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable.  
280 Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site  
281 conditions that could affect the Property.  
282

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

287 22. MISCELLANEOUS:

- 288 A. Unless otherwise provided, any prorations for rent, taxes; insurance, damage deposits, association  
289 dues/assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.
- 290 B. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence  
291 insurance.
- 292 C. The Indiana Sheriff's Sex Offender Registry ([www.indianasheriffs.org](http://www.indianasheriffs.org)) exists to inform the public about the  
293 identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for  
294 providing or verifying this information.
- 295 D. Conveyance of this Property shall be by general Warranty Deed, or by  
296 subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.
- 297 E. Seller represents and warrants that Seller is not a "foreign person" (individual entity) and, therefore, is not  
298 subject to the Foreign Investment in Real Property Tax Act.
- 299 F. Any notice required or permitted to be delivered shall be deemed received when personally delivered,  
300 transmitted electronically or digitally or sent by express courier or United States mail, postage prepaid,  
301 certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.
- 302 G. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is  
303 binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and  
304 assigns.
- 305 H. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the  
306 invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
- 307 I. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior  
308 understandings or written or oral agreements between the parties' respecting the transaction and cannot be  
309 changed except by their written consent.
- 310 J. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the  
311 Property.  
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K. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select providers other than those referred or recommended to them by Broker(s).

L. By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement and give their permission to a multiple listing service, Internet or other advertising media, if any, to publish information regarding this transaction.

M. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed until this transaction is closed.

N. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.

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

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

23. FURTHER CONDITIONS (List and attach any addenda): *This purchase is subject to approval of the Fort Wayne Board of Public Works and the Common Council of the City of Ft. Wayne. Seller shall have 30 (thirty) days from the date of closing to vacate, provided seller signs an indemnity agreement at closing.*

24. 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.

25. ACKNOWLEDGEMENTS: 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.

26. 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 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

6-12-13  
DATE

DATE BUYER'S SIGNATURE

Daniel A. Brenner  
PRINTED

- Property Manager

378  
379 BUYER'S SIGNATURE  
380  
381  
382 PRINTED  
383

384 27. SELLER'S RESPONSE: (Check appropriate paragraph letter):

385 This 12<sup>TH</sup> day of June 2013, at 8:00  A.M.  P.M.  Noon

387  A. The above offer is Accepted.

388  
389  B. The above offer is Rejected.

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

392  
393  
394  
395  
396  
397 Stephen R. Peirisko

6/12/2013

Valeria S. Peirisko

6-12-2013  
DATE

398 SELLER'S SIGNATURE

DATE SELLER'S SIGNATURE

399 STEPHEN R. PEIRISKO

Valeria S. Peirisko  
PRINTED

400 PRINTED



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(Property Address)

Page 7 of 7 (Purchase Agreement)

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Blank Lot

Listing Broker (Co.)

N/A

( ) By

( )

Selling Broker (Co.)

N/A

( ) By

( )

office code

individual code

office code

individual code

### PURCHASE AGREEMENT (IMPROVED PROPERTY)

1 Date: 6-13-13

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

6  
7 2. PROPERTY: The property ("Property") is known as 3512 Dalevue Drive  
8 in Wayne Township, Allen County, Fort Wayne  
9 Indiana, 46809 (zip code) legally described as: Lot 45 in Section II Fernwood Place  
10 except the north ten (10) feet thereof  
11 together with any existing permanent improvements and fixtures attached (unless leased or excluded), including,  
12 but not limited to, electrical and/or gas fixtures, home heating fuel, heating and central air-conditioning equipment  
13 and all attachments thereto, built-in kitchen equipment, sump pumps, water softener, water purifier, gas grills,  
14 fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles  
15 and fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas,  
16 satellite dishes and controls, storage barns, all landscaping, mailbox, garage door opener with controls AND THE  
17 FOLLOWING:

#### EXCLUDES THE FOLLOWING:

18  
19  
20  
21  
22 The terms of this Agreement will determine what items are included/excluded. All items sold shall be fully  
23 paid for by Seller at time of closing the transaction. Buyer should verify total square footage, land, room  
24 dimensions or community amenities if material. ninety thousand five hundred - 100

25  
26  
27 3. PRICE: Buyer will pay the total purchase price of \$ 90,500 for the Property. If Buyer obtains an  
28 appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed  
29 upon purchase price.

30  
31 4. EARNEST MONEY: Buyer submits \$ 0 as earnest money which shall be applied to the  
32 purchase price. The listing broker shall deposit earnest money received into its escrow account within two (2)  
33 banking days of acceptance of this Agreement and hold it until time of closing the transaction or termination of this  
34 Agreement. If Buyer fails for any reason to submit earnest money, Seller may terminate this Agreement.  
35 Earnest money shall be returned promptly in the event this offer is not accepted. If this offer is accepted and Buyer  
36 fails or refuses to close the transaction, without legal cause, the earnest money shall be retained by Seller for  
37 damages the Seller has or will incur, and Seller retains all rights to seek other legal and equitable remedies. The  
38 Broker holding any earnest money is absolved from any responsibility to make payment to the Seller or Buyer  
39 unless the parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876  
40 IAC 1-1-23 (release of earnest money). Upon notification that Buyer or Seller intends not to perform, Broker holding  
41 the earnest money may release the earnest money as provided in this Agreement. If no provision is made in this  
42 Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail. If neither Buyer  
43 nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified  
44 letter, Broker may release the earnest money to the party identified in the certified letter. Buyer and Seller agree to  
45 hold the Broker harmless from any liability, including attorney's fees and costs, for good faith disbursement of  
46 earnest money in accordance with this Agreement and licensing regulations.

47  
48 5. METHOD OF PAYMENT: (Check appropriate paragraph letter)  
49  A. CASH: The entire purchase price shall be paid in cash and no financing is required.  
50  B. NEW MORTGAGE: Completion of this transaction shall be contingent upon the Buyer's ability to obtain a

51  
52  Conventional  Insured Conventional  FHA  VA  Other: first  
53 mortgage loan for % of purchase price, payable in not less than years, with an  
54 original rate of interest not to exceed % per annum and not to exceed points. Buyer  
55 shall pay all costs of obtaining financing, except  
56  
57  
58

(Property Address)

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

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

67 6. TIME FOR OBTAINING FINANCING: Buyer agrees to make written application for any financing necessary  
68 to complete this transaction or for approval to assume the unpaid balance of the existing mortgage within  
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 \_\_\_\_\_ days after acceptance of the  
71 Agreement shall be allowed for obtaining favorable written commitment(s) or mortgage assumption approval. If a  
72 commitment or approval is not obtained within the time specified above, this Agreement shall terminate unless an  
73 extension of time for this purpose is mutually agreed to in writing.  
74

75 7. CLOSING: The closing of the sale (the "Closing Date") shall be on or before \_\_\_\_\_, or  
76 within 30 days after *Common Council approval*, whichever is later or this Agreement shall terminate unless an extension of time is mutually agreed to in writing. The closing fee charged by the title  
77 insurance company shall be paid by  Buyer  Seller  Shared equally  Included in allowance, if provided.  
78  
79

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

86 8. POSSESSION:

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

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

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

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

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

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

116 11. HOMEOWNER'S INSURANCE: Completion of this transaction shall be contingent upon the Buyer's ability to obtain  
117 a favorable written commitment for homeowner's insurance within 0 days after acceptance of this Agreement.  
118

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

(Property Address)

126 Buyer is STRONGLY ADVISED to obtain inspections (see below) to fully determine the condition of the Property  
127 and its environmental status. The ONLY way to determine if Environmental Contaminants are present at the  
128 Property at harmful levels is through inspections.  
129

130 Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental  
131 Contaminants and release and hold harmless all Brokers, their companies and sales associates from any  
132 and all liability, including attorney's fees and costs, arising out of or related to any inspection, inspection  
133 result, repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants.  
134 This release shall survive the closing.  
135

136 **13. INSPECTIONS: (Check paragraph letter A or B)**  
137

138 Buyer has been made aware that independent inspections disclosing the condition of the property are available  
139 and has been afforded the opportunity to require such inspections as a condition of this Agreement.  
140

141  **A. BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**  
142

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

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

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

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

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

167  
168  
169  
170 If the initial inspection report reveals the presence of lead-based paint, radon, mold and other biological  
171 contaminants, or any other condition that requires further examination or testing, then Buyer shall have  
172 additional days to order, receive and respond in writing to any additional reports.  
173

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

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

192 MINOR REPAIR ITEMS MENTIONED IN ANY REPORT, SHALL NOT BE A BASIS FOR TERMINATION OF  
193 THIS AGREEMENT.  
194

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

196 Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer  
197 which  will  will not be provided at a cost of \$ 0 charged to  Buyer  Seller.  
198 Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM will not cover any pre-existing  
199 defects in the Property nor replace the need for an independent home inspection. Broker may receive a fee from  
200 the home warranty provider and/or a member benefit.  
201

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

203 1. Buyer  has  has not  not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE  
204 SALES DISCLOSURE.  
205 2. Buyer  has  has not  not applicable received and executed a LEAD-BASED PAINT CERTIFICATION  
206 AND ACKNOWLEDGMENT.  
207

208 **16. TITLE APPROVAL:** Prior to closing, Buyer shall be furnished with  a title insurance commitment for the most  
209 current and comprehensive ALTA Owner's Title Insurance Policy available in the amount of the purchase  
210 price or  an abstract of title continued to date, showing marketable title to Property in Seller's name. Seller  
211 must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage  
212 assumed by Buyer and any restrictions or easements of record not materially interfering with Buyer's intended use  
213 of the Property. A title company, at Buyer's request, can provide information about availability of various additional  
214 title insurance coverages and endorsements and the associated costs.  
215

216 Owner's Policy to be paid by  Buyer  Seller  Shared equally  Included in allowance, if provided.

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

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

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

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

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

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

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

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

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

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

249 Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.  
250

251 Buyer may apply for current-year exemptions/credits at or after closing.  
252

*Buyer shall pay prorated property taxes*

- 255 18. **PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or  
256 taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not  
257 limited to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall  
258 pay any special assessments applicable to the Property for municipal improvements previously made to benefit the  
259 Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in  
260 assessments and that no governmental or private agency has served notice requiring repairs, alterations or  
261 corrections of any existing conditions. Public or municipal improvements which are not completed as of the date  
262 above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special  
263 assessments for municipal improvements completed after the date of this Agreement.  
264
- 265 19. **TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the  
266 Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in  
267 writing to a different date and/or time.  
268
- 269 **Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and**  
270 **delivery of such offer/counter offer.**  
271
- 272 20. **HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION:** Documents for a mandatory membership  
273 association shall be delivered by the Seller to Buyer within \_\_\_\_\_ days after acceptance of this Agreement. If the  
274 Buyer does not make a written response to the documents within \_\_\_\_\_ days after receipt, the documents shall  
275 be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such  
276 provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall  
277 be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in  
278 writing, within \_\_\_\_\_ days after Buyer's approval of the documents.  
279 Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable.  
280 Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site  
281 conditions that could affect the Property.  
282
- 283 21. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding  
284 against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled  
285 to recover court costs and reasonable attorney's fees from the non-prevailing party.  
286
- 287 22. **MISCELLANEOUS:**  
288
- 289 A. Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association  
290 dues/assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.  
291
- 292 B. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence  
293 insurance.  
294
- 295 C. The Indiana Sheriff's Sex Offender Registry ([www.indianasheriffs.org](http://www.indianasheriffs.org)) exists to inform the public about the  
296 identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for  
297 providing or verifying this information.  
298
- 299 D. Conveyance of this Property shall be by general Warranty Deed, or by  
300 subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.  
301
- 302 E. Seller represents and warrants that Seller is not a "foreign person" (individual entity) and, therefore, is not  
303 subject to the Foreign Investment in Real Property Tax Act.  
304
- 305 F. Any notice required or permitted to be delivered shall be deemed received when personally delivered,  
306 transmitted electronically or digitally or sent by express courier or United States mail, postage prepaid,  
307 certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.  
308
- 309 G. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is  
310 binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and  
311 assigns.  
312
- 313 H. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the  
314 invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.  
315
- 316 I. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior  
317 understandings or written or oral agreements between the parties' respecting the transaction and cannot be  
318 changed except by their written consent.  
319
- 320 J. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the  
321 Property.

(Property Address)

- 322 K. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including  
 323 lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and  
 324 home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and  
 325 Seller are free to select providers other than those referred or recommended to them by Broker(s).  
 326
- 327 L. By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement and give  
 328 their permission to a multiple listing service, Internet or other advertising media, if any, to publish information  
 329 regarding this transaction.  
 330
- 331 M. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed  
 332 until this transaction is closed.  
 333
- 334 N. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and  
 335 facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing  
 336 to the contrary.  
 337
- 338 O. Buyer discloses to Seller that Buyer holds Indiana Real Estate License #  
 339
- 340 P. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.  
 341
- 342 23. FURTHER CONDITIONS (List and attach any addenda): *This purchase is conditioned*  
 343 *upon approval of City of Ft. Wayne Board of Public Works*  
 344 *and Common Council of City of Fort Wayne.*  
 345  
 346 *seller shall have sixty (60) days after closing to vacate the*  
 347 *property, so long as Seller signs an indemnity agreement*  
 348 *at closing.*  
 349  
 350  
 351  
 352  
 353  
 354  
 355  
 356  
 357
- 358 24. CONSULT YOUR ADVISORS: Buyer and Seller acknowledge they have been advised that, prior to signing this  
 359 document, they may seek the advice of an attorney for the legal or tax consequences of this document and the  
 360 transaction to which it relates. In any real estate transaction, it is recommended that you consult with a  
 361 professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the  
 362 condition of the Property.  
 363
- 364 25. ACKNOWLEDGEMENTS: Buyer and Seller acknowledge that each has received agency office policy disclosures,  
 365 has had agency explained, and now confirms all agency relationships. Buyer and Seller further acknowledge that  
 366 they understand and accept agency relationships involved in this transaction. By signature below, the parties verify  
 367 that they understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.  
 368
- 369 26. EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by  A.M.  P.M.  
 370  Noon, the \_\_\_\_\_ day of \_\_\_\_\_, this Purchase Agreement shall be null and void and all  
 371 parties shall be relieved of any and all liability or obligations.  
 372
- 373 This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed  
 374 an original but all of which together shall constitute one and the same instrument. The parties agree that this  
 375 Agreement may be transmitted between them electronically or digitally. The parties intend that electronically or  
 376 digitally transmitted signatures constitute original signatures and are binding on the parties. The original document  
 377 shall be promptly delivered, if requested.

(Property Address)

City of Fort Wayne  
Daniel A. Brenner

6-12-13

378 BUYER'S SIGNATURE

DATE BUYER'S SIGNATURE

DATE

380  
381 Daniel A. Brenner - Property Manager  
382 PRINTED

PRINTED

384 27. SELLER'S RESPONSE: (Check appropriate paragraph letter):

386 This                    day of                    , at                     A.M.  P.M.  Noon

387  A. The above offer is Accepted.

389  B. The above offer is Rejected.

391  C. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and the Counter Offer.

394 X  
395  
396  
397 SELLER'S SIGNATURE

DATE SELLER'S SIGNATURE  
Machelle M. McFarney 6-13-13  
DATE

398 X  
399  
400 PRINTED

DATE SELLER'S SIGNATURE  
Machelle M. McFarney  
PRINTED



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(Property Address)

378 *City of Fort Wayne*  
 379 *Daniel A. Brenner* 6-12-13 DATE BUYER'S SIGNATURE  
 380 BUYER'S SIGNATURE DATE  
 381 *Daniel A. Brenner - Property Manager* PRINTED  
 382 PRINTED

383 27. SELLER'S RESPONSE: (Check appropriate paragraph letter):  
 384 This \_\_\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_  A.M.  P.M.  Noon  
 385  
 386  A. The above offer is Accepted.  
 387  
 388  B. The above offer is Rejected.  
 389  
 390  C. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and  
 391 the Counter Offer.  
 392

393 *Ben V. McHoney* 6-13-13 DATE SELLER'S SIGNATURE  
 394 SELLER'S SIGNATURE DATE  
 395 *Nachelle M. McHoney* 6-13-13 DATE  
 396 SELLER'S SIGNATURE DATE  
 397 *Ben V. McHoney* PRINTED  
 398 *Nachelle M. McHoney* PRINTED  
 399  
 400



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Blank Lot

Public Hearing Date, if applicable

Read the first time in full and on motion by Councilman *Thomas Smith*  
Read the second time by title and referred to the *Finance Committee*  
Committee. Read the third time in full and on motion by Councilman  
*Smith*, placed on passage by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	9			
BENDER	✓			
CRAWFORD	✓			
DIDIER	✓			
HARPER	✓			
HINES	✓			
JEHL	✓			
PADDOCK	✓			
SHOAFF	✓			
SMITH	✓			

DATED: *7-9-13* *Sandra E. Kennedy*  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as  
(ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE  
(RESOLUTION) NO. *S-61-13* on the *9<sup>th</sup>* day of  
*July*, 2013

ATTEST:  
*Sandra E. Kennedy*  
SANDRA E. KENNEDY,  
CITY CLERK

*Thomas F. Didier*  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the *12<sup>th</sup>* day  
of *July*, 2013, at the hour of *9:30* o'clock *A.M.* . E.S.T.

*Sandra E. Kennedy*  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this *12* day of *July*  
2013, at the hour of *11:30* o'clock *A.M.* . E.S.T.

*Thomas C. Henry*  
THOMAS C. HENRY, MAYOR

BILL NO. S-13-07-10

**REPORT OF THE COMMITTEE ON FINANCE  
JULY 9, 2013**

TOM SMITH – CHAIR  
JOHN CRAWFORD – CO-CHAIR  
ALL COUNCIL MEMBERS

ORDINANCE approving the purchase of certain properties located at 6442, 6514, 6429 AND 6506 Fernwood Avenue, and 3511 and 3512 Dalevue Drive, for a Flood Control Project for the City of Fort Wayne, Indiana. COMMITTEE OF 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

*[Handwritten signatures and initials under the "DO PASS" column]*

SANDRA E. KENNEDY  
CITY CLERK