

1 **BILL NO. R-16-02-09**

2 **RESOLUTION NO. _____**

3
4 **A RESOLUTION APPROVING THE**
5 **PURCHASE OF CERTAIN REAL**
6 **ESTATE (3012 Broadripple Drive)**
7 **FOR THE CITY OF FORT WAYNE,**
8 **INDIANA.**

9 **WHEREAS**, the City of Fort Wayne, through its Board of Public
10 Works, desires to purchase property located at 3012 Broadripple Drive, Fort
11 Wayne, Indiana; and

12 **WHEREAS**, the purchase of this property is necessary for the City's
13 ongoing plans to provide relief in flood prone areas; and

14 **WHEREAS**, the purchase price for this property is TWENTY-
15 SEVEN THOUSAND, NINE HUNDRED AND 00/100 DOLLARS – (\$27,900.00);
16 and

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

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

23 **SECTION 1.** The purchase of property located at 3012
24 Broadripple Drive, Fort Wayne, Indiana, by the City of Fort Wayne, is hereby
25 approved and agreed to. The appropriate officials of the City are hereby
26

1 authorized to execute all documents necessary to accomplish said purchase.

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

5
6 _____
Council Member

7
8 APPROVED AS TO FORM AND LEGALITY

9
10 _____
11 Carol Helton, City Attorney
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CITY OF FORT WAYNE

THOMAS C. HENRY, MAYOR

February 18, 2016

City Council Members
City of Fort Wayne

RE: City of Fort Wayne/Midwest America Federal Credit Union Purchase Agreement
3012 Broadripple Drive

Dear Council Members:

The City has entered into a Purchase Agreement to buy the property located at 3012 Broadripple Drive.

The purchase price of \$27,900.00 is less than the average of two appraisals obtained by the City. Copies are attached.

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

We are asking for Council approval of this purchase.

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

Sincerely,

A handwritten signature in cursive script that reads "Daniel A. Brenner".

Daniel A. Brenner
Property Manager

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COUNCIL DIGEST SHEET

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

RFPs, BIDS, OTHER PROJECTS

Bid/RFP#/Name of Project	Purchase Agreement between City of Fort Wayne (Buyer) and Midwest America Federal Credit Union (Seller) for property located at 3012 Broadriple Drive
Awarded To	Midwest America Federal Credit Union
Amount	\$27,900.00
Conflict of interest on file?	No – in process of obtaining
Number of Registrants	N/A
Number of Bidders	N/A
Required Attachments	

EXTENSIONS

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

SPECIAL PROCUREMENT

Contract #/ID (State, Federal, Piggyback--Authority)	Purchase Agreement between City of Fort Wayne and Midwest America Federal Credit Union for the acquisition of 3012 Broadriple Drive
Sole Source/ Compatibility Justification	NA

BID CRITERIA (Take Buy Indiana requirements into consideration.)

Most Responsible, Responsive Lowest	No <i>If no, explain below</i>
If not lowest, explain	Real Estate purchase less than the average of two appraisals obtained by the City

COUNCIL DIGEST SHEET

COST COMPARISON

<i>Increase/decrease amount from prior years For annual purchase (if available).</i>	\$27,900.00
--	-------------

DESCRIPTION OF PROJECT / NEED

<i>Identify need for project & describe project; attach supporting documents as necessary.</i>	City acquiring real estate as a part of its ongoing plans to acquire homes located in flood prone areas

REQUEST FOR PRIOR APPROVAL

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

FUNDING SOURCE

<i>Account Information.</i>	Flood Control Operating Budget

Listing Broker (Co.) Coldwell Banker Rm. Wehrly, Grader Randy Harvey
Selling Broker (Co.) Coldwell Banker Rm. Wehrly Grader Randy Harvey
Printed as a separate document by the
INDIANA
ASSOCIATION OF
REALTORS, INC.

PURCHASE AGREEMENT (IMPROVED PROPERTY)

1 Date: 1-14-16

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

7 B. PROPERTY: The property ("Property") is known as 3012 Broadripple Drive
8 In Wayne Township, Allen County,
9 Indiana, 46609 (zip code) legally described as: Lot 336 Waynsdale Gardens 2nd
10 Ext. Add

11 together with any existing permanent improvements and fixtures attached (unless leased or excluded), including,
12 but not limited to, electrical and/or gas fixtures, home heating fuel, heating and central air-conditioning equipment
13 and all attachments thereto, built-in kitchen equipment, sump pumps, water softener, water purifier, gas grills,
14 fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles
15 and fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas,
16 wall mounts, satellite dishes, storage barns, all landscaping, mailbox, garage door opener with controls AND THE
17 FOLLOWING:
18
19
20
21

22 EXCLUDES THE FOLLOWING:
23

24 The terms of this Agreement will determine what items are included/excluded, not the Seller's Disclosure
25 Form, multiple listing service or other promotional materials. All items sold shall be fully paid for by Seller
26 at time of closing the transaction. Buyer should verify total square footage, land, room dimensions or
27 community amenities if material.
28

29 C. PRICE: Buyer will pay the total purchase price of (\$ 27,900.00) Twenty-seven Thousand
30 Nine Hundred Dollars for the Property. If Buyer obtains an
31 appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed
32 upon purchase price.
33

34 D. EARNEST MONEY:

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

3012 Broadripple Dr

(Property Address)

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60 E. METHOD OF PAYMENT: (Check appropriate paragraph number)

61 1. ☒ CASH: The entire purchase price shall be paid in cash and no financing is required.

62 2. ☐ NEW MORTGAGE: Completion of this transaction shall be contingent upon the Buyer's ability to obtain a

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

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

70 3. ☐ ASSUMPTION: (Attach Financing Addendum)

71 4. ☐ CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)

72 5. ☐ OTHER METHOD OF PAYMENT: (Attach Financing Addendum)

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

80 G. CLOSING: The closing of the sale (the "Closing Date") shall be on or before April 10, 2016, or
81 within _____ days after _____, whichever is later or this Agreement
82 shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the latest
83 date above must be by mutual written agreement of the parties. The settlement or closing fee incurred in
84 conducting the settlement charged by the closing agent or company shall be paid by ☐ Buyer (included in
85 allowance, if provided) ☐ Seller ☒ Shared equally.

86 This Agreement: ☒ is not contingent upon the closing of another transaction; ☐ is contingent upon the closing of
87 the pending transaction on the property located at _____
88 _____ scheduled to close by _____

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

96 H. POSSESSION:

97 1. The possession of the Property shall be delivered to Buyer ☒ at closing ☐ within _____ days beginning
98 the day after closing by ☐ a.m. ☐ p.m. ☐ noon or ☐ on or before _____
99 If closed. For each day Seller is entitled to possession after closing, Seller shall pay to Buyer at closing
100 \$ _____ per day. If Seller does not deliver possession by the date and time required in the first
101 sentence of this paragraph, Seller shall pay Buyer \$ _____ per day as liquidated damages
102 until possession is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available
103 against the Seller.

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

108 3. Casualty Loss: Risk of loss by damage or destruction to the Property prior to the closing shall be borne by
109 Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to closing,
110 Buyer, at Buyer's option, may either (a) terminate this Agreement with prompt return of earnest money to
111 buyer or (b) elect to close the transaction, in which event Seller's right to all real property insurance
112 proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.

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

115 I. SURVEY: Buyer shall receive a (Check one) ☐ SURVEYOR LOCATION REPORT, which is a survey where
116 corner markers are not set; ☒ BOUNDARY SURVEY, which is a survey where corner markers of the Property are

117 3012 Brentwood Dr
(Property Address)
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128 set prior to closing; ☐ WAIVED, no survey unless required by lender; at (Check one) ☒ Buyer's expense
129 (Included in allowance, if provided) ☐ Seller's expense ☐ Shared equally. The survey shall (1) be received
130 prior to closing and certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all
131 improvements and easements, and (4) show the flood zone designation of the Property. If Buyer waives the right to
132 conduct a survey, the Seller, the Listing and Selling Brokers, and all licensees associated with Brokers are released
133 from any and all liability relating to any issues that could have been discovered by a survey. This release shall
134 survive the closing.
135

136 J. FLOOD AREA/OTHER: If the property is located in a flood plain, Buyer may be required to carry flood insurance at
137 Buyer's expense. Revised flood maps and changes to Federal law may substantially increase future flood
138 insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more
139 flood insurance agents regarding the need for flood insurance and possible premium increases. Buyer ☐ may
140 ☒ may not terminate this Agreement if the Property requires flood insurance. Buyer ☐ may ☒ may not terminate
141 this Agreement if the Property is subject to building or use limitations by reason of the location, which materially
142 interfere with Buyer's intended use of the Property.
143

144 K. HOMEOWNER'S INSURANCE: Completion of this transaction shall be contingent upon the Buyer's ability to obtain
145 a favorable written commitment for homeowner's insurance within NA days after acceptance of this Agreement.
146

147 L. ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE: Buyer and Seller acknowledge that Listing Broker,
148 Selling Broker and all licensees associated with Brokers are NOT experts and have NO special training,
149 knowledge or experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and
150 other biological contaminants ("Environmental Contaminants") which might exist and affect the Property.
151 Environmental Contaminants at harmful levels may cause property damage and serious illness, including but not
152 limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young
153 children and/or the elderly.
154

155 Buyer is STRONGLY ADVISED to obtain inspections (see below) to fully determine the condition of the Property
156 and its environmental status. The ONLY way to determine if Environmental Contaminants are present at the
157 Property at harmful levels is through inspections.
158

159 Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental
160 Contaminants and release and hold harmless all Brokers, their companies and licensees from any
161 and all liability, including attorney's fees and costs, arising out of or related to any inspection, inspection
162 result, repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants.
163 This release shall survive the closing.
164

165 M. INSPECTIONS: (Check appropriate paragraph number)

166 Buyer has been made aware that independent inspections disclosing the condition of the property are available
167 and has been afforded the opportunity to require such inspections as a condition of this Agreement.
168

169 1. ☒ BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS

170 Buyer WAIVES inspections and relies upon the condition of the Property based upon Buyer's own
171 examination and releases the Seller, the Listing and Selling Brokers and all licensees associated with
172 Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release
173 shall survive the closing. Required FHA/VA or lender inspections are not included in this waiver.
174

175 2. ☐ BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS (including Lead-Based Paint)

176 Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA,
177 or Buyer's lender(s). All inspections are at Buyer's expense (unless noted otherwise or required by lender) by
178 licensed independent inspectors or qualified independent contractors selected by Buyer within the following
179 time periods. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's
180 inspections. Seller must make all areas of the Property available and accessible for Buyer's
181 inspection.
182

183 INSPECTION/RESPONSE PERIOD: Buyer shall order all independent inspections after acceptance
184 of the Purchase Agreement. Buyer shall have _____ days beginning the day following the date of
185 acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see
186 "Buyer's Inspection Response").
187

188 Inspections may include but are not limited to the condition of the following systems and components:
189 heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space,
190 well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint
191 that is in good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or
192 the following:
193
194
195

3012 Broadcreek Dr

(Property Address)

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196 If the initial inspection report reveals the presence of lead-based paint, radon, mold and other biological
197 contaminants, or any other condition that requires further examination or testing, then Buyer shall have
198 additional days to order, receive and respond in writing to any additional reports.
199

200 If the Buyer does not comply with any Inspection/Response Period or make a written objection to any
201 problem revealed in a report within the applicable Inspection/Response Period, the Property shall be
202 deemed to be acceptable. If one party fails to respond or request in writing an extension of time to
203 respond to the other party's Independent Inspection Response, then that Inspection response is
204 accepted. A timely request for extension is not an acceptance of the inspection response, whether or not
205 granted. A REASONABLE TIME PERIOD TO RESPOND IS REQUIRED TO PREVENT MISUSE OF THIS
206 ACCEPTANCE PROVISION. Factors considered in determining reasonable time periods include, but are
207 not limited to, availability of responding party to respond, type and expense of repairs requested and need of
208 responding party to obtain additional opinions to formulate a response.
209

210 If Buyer reasonably believes that the Inspection Report reveals a DEFECT with the Property (under Indiana
211 law, "Defect" means a condition that would have a significant adverse effect on the value of the
212 Property, that would significantly impair the health or safety of future occupants of the Property, or
213 that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected
214 normal life of the premises), and Seller is unable or unwilling to remedy the defect to Buyer's reasonable
215 satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this
216 Agreement or waive such defect and the transaction shall proceed toward closing. BUYER AGREES THAT
217 ANY PROPERTY DEFECT PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND
218 MINOR REPAIR ITEMS MENTIONED IN ANY REPORT, SHALL NOT BE A BASIS FOR TERMINATION OF
219 THIS AGREEMENT.
220

221 N. LIMITED HOME WARRANTY PROGRAM:

222 Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer
223 which ☐ will ☒ will not be provided at a cost not to exceed \$ 200 charged to ☐ Buyer ☐ Seller
224 and ordered by ☐ Buyer ☐ Seller. Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM
225 may not cover any pre-existing defects in the Property nor replace the need for an independent home inspection.
226 Broker may receive a fee from the home warranty provider and/or a member benefit. The Limited Home Warranty
227 Program is a contract between Buyer/Seller and the Home Warranty Provider. The Parties agree that Brokers and
228 their companies shall be released and held harmless in the event of claims disputes with the Home Warranty
229 Provider.
230

231 O. DISCLOSURES: (Check one)

232 1. Buyer ☐ has ☐ has not ☒ not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE
233 SALES DISCLOSURE.
234 2. Buyer ☒ has ☐ has not ☐ not applicable received and executed a LEAD-BASED PAINT CERTIFICATION
235 AND ACKNOWLEDGMENT.
236

237 P. TITLE APPROVAL: Prior to closing, Buyer shall be furnished with ☒ a title insurance commitment for the most
238 current and comprehensive ALTA Owner's Title Insurance Policy available in the amount of the purchase
239 price or ☐ an abstract of title continued to date, showing marketable title to Property in Seller's name. Seller
240 must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage
241 assumed by Buyer and any restrictions or easements of record not materially interfering with Buyer's intended use
242 of the Property. A title company, at Buyer's request, can provide information about availability of various additional
243 title insurance coverages and endorsements and the associated costs,
244

245 Owner's Title Insurance Premium and that portion of Title Service Fees incurred to prepare the Owner's Policy
246 (including title search and examination and commitment preparation), to be paid by ☐ Buyer (included in
247 allowance, if provided) ☒ Seller ☐ Shared equally.
248

249 Lender's Title Insurance Premium and that portion of Title Service Fees incurred to prepare the Lender's Policy
250 (including title search and examination and commitment preparation), if applicable, to be paid by ☐ Buyer (included
251 in allowance, if provided) ☐ Seller ☐ Shared equally ☐ Other: _____
252

253 The parties agree that ☐ Seller ☒ Buyer will select a title insurance company to issue a title insurance policy and
254 will order the commitment ☐ immediately or ☒ other: after contingencies under section W
255 (Further conditions) are met per Exhibit A
256 Pursuant to Federal and State law, Seller cannot make Seller's selection of a title insurance provider a condition of
257 this Agreement.
258

259 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the
260 deed and vendor's affidavit), so that marketable title can be conveyed.
261

262 Q. TAXES: (Check appropriate paragraph number)

263 ☐ 1. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on

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264 _____, and all taxes due thereafter. At or before closing, Seller shall pay all
265 taxes for the Property payable before that date.
266 ☒ 2. All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by Seller either to
267 the County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the
268 current calendar year shall be prorated on a calendar-year basis as of the day immediately prior to the
269 Closing Date.

270
271 For purposes of paragraph 1 and 2: For the purpose of determining the credit amount for accrued but unpaid
272 taxes, taxes shall be assumed to be the same as the most recent year when taxes were billed based upon certified
273 tax rates. This shall be a final settlement.

274
275 ☐ 3. FOR RECENT CONSTRUCTION OR OTHER TAX SITUATIONS, Seller will give a tax credit of
276 \$ _____ to Buyer at closing. This shall be a final settlement.

277
278 WARNING: THE SUCCEEDING YEAR TAX BILL FOR RECENTLY CONSTRUCTED HOMES OR FOLLOWING
279 REASSESSMENT PERIODS MAY GREATLY EXCEED THE LAST TAX BILL AVAILABLE TO THE CLOSING AGENT.

280
281 Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.

282
283 Buyer may apply for current-year exemptions/credits at or after closing.

284
285 R. PRORATIONS AND SPECIAL ASSESSMENTS: Insurance, if assigned to Buyer, interest on any debt assumed or
286 taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not
287 limited to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall
288 pay any special assessments applicable to the Property for municipal improvements previously made to benefit the
289 Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in
290 assessments and that no governmental or private agency has served notice requiring repairs, alterations or
291 corrections of any existing conditions. Public or municipal improvements which are not completed as of the date
292 above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special
293 assessments for municipal improvements completed after the date of this Agreement.

294
295 S. TIME: Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the
296 Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in
297 writing to a different date and/or time.

298
299 Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and
300 delivery of such offer/counter offer.

301
302 T. HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION ("Association"): Documents for a mandatory
303 membership association shall be delivered by the Seller to Buyer within NA days after acceptance of this
304 Agreement. Broker is not responsible for obtaining or verifying this information. If the Buyer does not make a written
305 response to the documents within NA days after receipt, the documents shall be deemed acceptable. In the
306 event the Buyer does not accept the provisions in the documents and such provisions cannot be waived, this
307 Agreement may be terminated by the Buyer and the earnest money deposit shall be refunded to Buyer promptly.
308 Any approval of sale required by the Association shall be obtained by the Seller, in writing, within NA days
309 after Buyer's approval of the documents. Fees charged by the "Association", or its management company, for
310 purposes of verification of good standing and/or transfer of ownership shall be shared equally by Buyer and Seller.
311 Start-up or one time reserve fees, if any, shall be paid by Buyer.

312
313 Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable.
314 Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site
315 conditions that could affect the Property.

316
317 U. ATTORNEY'S FEES: Any party to this Agreement who is the prevailing party in any legal or equitable proceeding
318 against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled
319 to recover court costs and reasonable attorney's fees from the non-prevailing party.

320
321 V. ADDITIONAL PROVISIONS:

322
323 1. Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association dues/
324 assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.

325
326 2. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence
327 insurance.

328
329 3. The Indiana State Police has created a registry of known meth contaminated properties which can be found at
330 www.in.gov/meth. Click on "Clan Lab Addresses." Broker is not responsible for providing or verifying this
331 information.

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400 professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the
401 condition of the Property.

402
403 Y. ACKNOWLEDGEMENTS: This ☒ is ☒ is not a limited agency transaction. Buyer and Seller acknowledge that each
404 has received agency office policy disclosures, has had agency explained, and now confirms all agency
405 relationships. Buyer and Seller further acknowledge that they understand and accept agency relationships involved
406 in this transaction. By signature below, the parties verify that they understand and approve this Purchase Agreement
407 and acknowledge receipt of a signed copy.

408
409 Z. EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by 5:00 ☐ A.M. ☒ P.M.
410 ☐ Noon, the 21 day of January, 2016, this Purchase Agreement shall be null and void and all
411 parties shall be relieved of any and all liability or obligations.

412
413 This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed
414 an original but all of which together shall constitute one and the same instrument. The parties agree that this
415 Agreement may be transmitted between them electronically or digitally. The parties intend that electronically or
416 digitally transmitted signatures constitute original signatures and are binding on the parties. The original document
417 shall be promptly delivered, if requested.

418 City of Fort Wayne
419
420 Daniel A. Brenner 1-14-16
421 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE
422
423 Daniel A. Brenner
424 PRINTED PRINTED

425
426
427 AA. SELLER'S RESPONSE: (Check appropriate paragraph number):

428
429 This 15 day of January, at 10 ☒ A.M. ☐ P.M. ☐ Noon

430 ☒ 1. The above offer is Accepted.

431
432 ☐ 2. The above offer is Rejected.

433
434 ☐ 3. The above offer is Countered, See Counter Offer. Seller should sign both the Purchase Agreement and
435 the Counter Offer.

436
437
438 Shed Edwards 01/15/16
439 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE
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441 Shed Edwards Midwest
442 PRINTED PRINTED
443 America Federal Credit
444 Union



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Form #02. Copyright IAR 2015



3012 Broad Ripple DR
(Property Address)

Page 7 of 7 (Purchase Agreement)

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2015 Real Estate

EXHIBIT A

This offer is subject to the Buyer having 90 days to obtain the following:

1. Buyer obtaining two (2) appraisals and the average of the two (2) appraisals being greater than or equal to the purchase price.
2. Buyer obtaining approval of the City of Fort Wayne Board of Public Works.
3. Buyer obtaining approval of the Common Council of the City of Fort Wayne.

If any of the above contingencies are not met, the Buyer shall have the right to terminate and cancel this agreement



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

1 PROPERTY ADDRESS: 3012 Woodstock Drive, York, Maine 44000

2 **LEAD WARNING STATEMENT**

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

11 **SELLER'S DISCLOSURE**

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

13 (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____

14 (ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

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

16 (i) _____ Seller has provided the buyer with all available records and reports including Seller's Residential Real Estate
17 Sales Disclosure form, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the
18 housing (list and attach documents below): _____

19 (ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

20 **BUYER'S ACKNOWLEDGMENT (Initial)**

21 (a) _____ Buyer has received copies of all information listed above.

22 (b) _____ Buyer has received the pamphlet "Protect Your Family From Lead in Your Home."

23 (c) _____ Buyer has (check (i) or (ii) below)

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

26 OR
27 (ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
28 lead-based paint hazards.

29 **SELLER'S ACKNOWLEDGMENT (Initial)**

30 (i) _____ Seller has informed the buyer of seller's obligations under the Residential Lead-Based Paint Hazard
31 Reduction Act of 1992 (42 U.S.C. 4852d) and is aware of Seller's responsibility to ensure compliance,
32 (NOT: where the word "Seller" appears, it shall mean "Licensee" as provided in 40 CFR 30.1-10.03.)

3012 Woodstock Drive, York, Maine 44000

(Property Address)

Page 1 of 2 (Lead-Based Paint - Sales)

Copyright IAR 2015

CD Mail With Order MAILING 400 Midway Road For York, ME 44005

From: 10/22/2015

Fed: 2015/12/11

Buyer: Buyer

Received with 27/10/15 15:10 PM (2015) From: (15) 260-373-2701 FAX: (15) 260-373-2701

2015/12/11

46 CERTIFICATION OF ACCURACY

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

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

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 provided to you by members of IAR. This is a legally binding contract. If not understood seek legal advice.
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8032 Beautifully Built, New Home, 4000
 (Property Address)

Page 2 of 2 (Lead-Based Paint - Sales)

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	Client File #:	Appraisal File #:
	Summary Appraisal Report • Residential	
	Appraisal Company: Wierks Real Estate Appraisals	
	Address: 9334 Comfort Ct, Fort Wayne, IN 46825	
Phone: (260) 489-5751		Fax: Website:
Appraiser: Kenton Wierks		Co-Appraiser:
AI Membership (if any): ☐ SRA ☐ MAI ☐ SRPA		AI Membership (if any): ☐ SRA ☐ MAI ☐ SRPA
AI Status (if any): ☐ Candidate for Designation ☐ Practicing Affiliate		AI Status (if any): ☐ Candidate for Designation ☐ Practicing Affiliate
Other Professional Affiliation: NAIFA Associate Member		Other Professional Affiliation:
E-mail: kwappraiser@msn.com		E-mail:
Client: City of Fort Wayne		Contact:
Address: 200 E Berry St, Suite 250, Fort Wayne, IN 46802		
Phone:		Fax: E-mail:
SUBJECT PROPERTY IDENTIFICATION		
Address: 3012 Broadripple Dr		
City: Fort Wayne	County: Allen	State: IN ZIP: 46809
Legal Description: Lot 336 Waynedale Gardens 2nd Ext Add. Partial legal, as full legal is unavailable.		
Tax Parcel #: 02-12-28-252-010.000-074	RE Taxes: 2,047.06	Tax Year: 2014
Use of the Real Estate As of the Date of Value: Improved		
Use of the Real Estate Reflected in the Appraisal: Improved		
Opinion of highest and best use (if required): Improved - Residential		
SUBJECT PROPERTY HISTORY		
Owner of Record: Midwest America Federal Credit Union		
Description and analysis of sales within 3 years (minimum) prior to effective date of value: Subject transferred ownership within the past 36 months of the effective appraisal date. Subject transferred ownership on 10/15/2015 for \$0 through Deed In Lieu of Foreclosure.		
Description and analysis of agreements of sale (contracts), listings, and options: REO sale; Subject was listed on 12/24/2015 for \$27,900, and went pending on 01/15/2016. A copy of the offer to purchase was not provided to the appraiser by the client.		
RECONCILIATIONS AND CONCLUSIONS		
Indication of Value by Sales Comparison Approach	\$ 37,000	
Indication of Value by Cost Approach	\$	
Indication of Value by Income Approach	\$	
Final Reconciliation of the Methods and Approaches to Value: The Sales Comparison Approach was given the greatest consideration as it best reflects typical Buyer/Seller attitudes in this market. The Cost Approach was not developed based on the age of the subject property, making it difficult to properly calculate depreciation. The Income Approach was not developed, as single family homes are not typically income producing properties, resulting in little or no available rental data. The appraiser has not performed a service for the subject property within the past three years.		
Opinion of Value as of: 01/21/2016	\$ 37,000	
Exposure Time: 30 to 90 days		
The above opinion is subject to: ☐ Hypothetical Conditions and/or ☒ Extraordinary Assumptions cited on the following page.		

* NOTICE: The Appraisal Institute publishes this form for use by appraisers where the appraiser deems use of the form appropriate. Depending on the assignment, the appraiser may need to provide additional data, analysis and work product not called for in this form. The Appraisal Institute plays no role in completing the form and disclaims any responsibility for the data, analysis or any other work product provided by the individual appraiser(s).

AI Reports® AI-100.04 Summary Appraisal Report • Residential

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January 2013

Form AI1004 - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

File No.:

GP RESTRICTED

RESTRICTED APPRAISAL REPORT

File No.:

TRANSFER HISTORY	My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.	
	Data Source(s): <u>MLS/ASSESSOR</u>	
	1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing: <u>THIS APPRAISER IS AWARE OF THE LISTING AND PENDING SALE OF THE SUBJECT PROPERTY AT THE TIME OF THIS REPORT AS PER MLS # 201556857. THE SUBJECT'S PROPERTY HAS NOT SOLD WITHIN THE LAST 3 YEARS. THE COMPARABLES PROPERTIES HAVE NOT TRANSFER WITHIN THE LAST 3 YEARS AS PER UPSTAR MLS DATA.</u>
	2nd Prior Subject Sale/Transfer	
MARKET	Subject Market Area and Marketability: <u>THE SUBJECT IS LOCATED IN AN SUBURBAN TYPE SETTING IN THE SOUTHWEST SECTION OF FORT WAYNE. PROPERTIES IN THE SUBJECT IMMEDIATE MARKETING AREA DISPLAY FAIR/AVERAGE EXTERIOR MAINTENANCE. SUBJECT IN CLOSE PROXIMITY TO ALL SCHOOL AMENITIES, SHOPPING, CITY PARKS AND MEDICAL AND DENTAL FACILITIES. ALSO SUBJECT LOCATED IN AN FEMA FLOOD ZONE AND HAS LIMITATION ON REBUILDING AFTER FLOOD DAMAGE.</u>	
SITE	Site Area: <u>5,100 Sq.Ft.</u> Site View: <u>SIMILAR HOMES/AVG</u> Topography: <u>LEVEL/AVG</u> Drainage: <u>ADEQUATE/AVG</u>	
	Zoning Classification: <u>RS-1</u> Description: <u>SINGLE FAMILY RESIDENTIAL</u>	
	Zoning Compliance: ☒ Legal ☐ Legal nonconforming (grandfathered) ☐ Illegal ☐ No zoning	
	Highest & Best Use: ☒ Present use, or ☐ Other use (explain) _____	
IMPROVEMENTS	Actual Use as of Effective Date: <u>RESIDENTIAL</u> Use as appraised in this report: <u>RESIDENTIAL</u>	
	Opinion of Highest & Best Use: <u>RESIDENTIAL</u>	
	FEMA Spec'l Flood Hazard Area ☒ Yes ☐ No FEMA Flood Zone <u>AE</u> FEMA Map # <u>18003C0293G</u> FEMA Map Date <u>8/3/2009</u>	
	Site Comments: <u>LEGAL DESCRIPTION, LOT DIMENSIONS AND AGE FURNISHED BY ASSESSOR'S OFFICE. SEE ADDM. NO APPARENT ADVERSE EASEMENTS OR ENCROACHMENTS NOTED. SUBJECT'S SITE IS TYPICAL OF MANY SITES IN THIS AREA.</u>	
RECONCILIATION	Improvements Comments: <u>SUBJECT IN OVERALL AVERAGE CONDITION. NO MAJOR REPAIRS APPEAR NEEDED. AVERAGE QUALITY ORIGINAL CONSTRUCTION. NO SIGNIFICANT FUNCTIONAL OBSOLESCENCE NOTED. EXTERNAL OBSOLESCENCE NOTED FLOOD ZONE WITH REBUILDING LIMITATION.</u>	
ATTACHMENTS	Indicated Value by: Sales Comparison Approach \$ <u>35,000</u>	
	Indicated Value by: Cost Approach (if developed) \$ _____	
	Indicated Value by: Income Approach (if developed) \$ <u>N/A</u>	
	Final Reconciliation <u>THE SALES COMPARISON APPROACH WAS GIVEN THE GREATEST CONSIDERATION AS IT BEST REFLECTS TYPICAL BUYER/SELLER ATTITUDES IN THIS MARKET. THE COST APPROACH WAS NOT DEVELOPED BASED ON THE AGE OF THE SUBJECT PROPERTY MAKING IT DIFFICULT TO PROPERLY CALCULATE DEPRECIATION. THE INCOME APPROACH WAS NOT DEVELOPED. AS SINGLE FAMILY HOMES ARE NOT TYPICALLY INCOME PRODUCING PROPERTIES, RESULTING IN A LITTLE OR NO AVAILABLE RENTAL DATA.</u>	
SIGNATURES	This appraisal is made ☒ "as is", ☐ subject to completion per plans and specifications on the basis of a Hypothetical Condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a Hypothetical Condition that the repairs or alterations have been completed, ☐ subject to the following required inspection based on the Extraordinary Assumption that the condition or deficiency does not require alteration or repair: <u>NO LIABILITY IS ASSUMED FOR ANY STRUCTURAL OR MECHANICAL DEFICIENCIES, IF ANY.</u>	
	☐ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.	
	Based on the degree of inspection of the subject property, as indicated below, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ <u>35,000</u> , as of: <u>1/22/2016</u> , which is the effective date of this appraisal.	
	If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.	
SIGNATURES	A true and complete copy of this report contains <u>30</u> pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report.	
	Attached Exhibits:	
	☐ Scope of Work ☒ Limiting Cond./Certifications ☐ Narrative Addendum ☒ Photograph Addenda ☒ Sketch Addendum ☒ Map Addenda ☐ Additional Sales ☐ Cost Addendum ☒ Flood Addendum ☐ Manuf. House Addendum ☐ Hypothetical Conditions ☐ Extraordinary Assumptions ☒ UNEMPLOYMENT ☒ NEIGHBORHOOD TRENDS ☒ CMA	
	Client Contact: <u>CITY OF FORT WAYNE/DAN BRENNER</u> Client Name: <u>CITY OF FORT WAYNE</u> E-Mail: <u>DAN.BRENNER@CITYOFFORTWAYNE.ORG</u> Address: <u>200 EAST BERRY STREET, FORT WAYNE, IN 46802</u> APPRAISER: _____ SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable): _____ Supervisory or Co-Appraiser Name: _____ Company: _____ Phone: _____ Fax: _____ E-Mail: _____ Date of Report (Signature): <u>January 23, 2016</u> License or Certification #: <u>CR60400324</u> State: <u>IN</u> Designation: <u>IFA</u> Expiration Date of License or Certification: <u>8/30/2016</u> Inspection of Subject: ☒ Interior & Exterior ☐ Exterior Only ☐ None Date of Inspection: <u>1/22/2016</u> Inspection of Subject: ☐ Interior & Exterior ☐ Exterior Only ☐ None Date of Inspection: _____	

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