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BILL NO. R-16-02-09

RESOL	UTION	NO	
		110,	

A RESOLUTION APPROVING THE PURCHASE OF CERTAIN REAL ESTATE (3012 Broadripple Drive) FOR THE CITY OF FORT WAYNE, INDIANA.

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

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

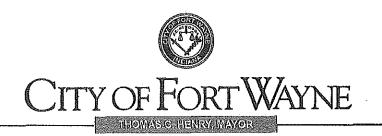
WHEREAS, the purchase price for this property is TWENTY-SEVEN THOUSAND, NINE HUNDRED AND 00/100 DOLLARS – (\$27,900.00); and

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

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

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

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	
4	and after its passage and any and all necessary approval by the Mayor.
5	
6	Council Member
7	A PRODUCED A CITO TO DO LA LIBO A LIB
8	APPROVED AS TO FORM AND LEGALITY
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10	Carol Helton, City Attorney
11	Carol Helion, City Attorney
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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,

Daniel A. Brenner

Cancel a. Bornon

Property Manager

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 Broadripple 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, PiggybackAuthority)	Purchase Agreement between City of Fort Wayne and Midwest America Federal Credit Union for the acquisition of 3012 Broadripple Drive
Sole Source/ Compatibility Justification	

BID CRITERIA (Take Buy Indiana requirements into consideration.)

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

COUNCIL DIGEST SHEET

Increase/decrease amount	
from prior years For annual purchase (îf available).	\$27,900.00
DESCRIPTION OF PRO	<u> </u>
Identify need for project & describe project; attach supporting documents as	City acquiring real estate as a part of its ongoing plans to acquire homes located in flood prone areas
necessary.	
REQUEST FOR PRIOR Provide justification if prior approval is being requested	APPROVAL N/A
Provide justification if	
Provide justification if prior approval is being	
Provide justification if prior approval is being requested. FUNDING SOURCE	

Listi	eg ga	roker (CO.) Coldwell Banker Rain Weinly Spiciper Ranch Havey holiniations)
Sell	ng E	Hoker (Co.) Cold wealt Bontie, Roin Wanty Croppon Rouch territ Briddelcode
	ASS	PURCHASE AGREEMENT (IMPROVED PROPERTY)
1	Da	le: 1-74-76
23456		BUYER: City of Fort Wayne a Manistral Content in ("Buyer") agrees to buy the following property from the owner ("Seller") for the consideration and subject to the following terms, provisions, and conditions:
6 7 8 9	В.	PROPERTY: The property ("Property") is known as 3012 Braudripple Drive in Using Township, Allen County, Indiana, 4669 (zip code) legally described as: Lot 336 Waynedale Gardens Rost
10 11 12 13 14 15 16 17 18		texif Add together with any existing permanent improvements and fixtures attached (unless leased or excluded), including, but not limited to, electrical and/or gas tixtures, home heating fuel, heating and central air-conditioning equipment and all attachments thereto, bulli-in kitchen equipment, sump pumps, water softener, water purifier, gas grills, fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds, ouriain rods, drapery poles and fixtures, ceilling fans and light tixtures, towel racks and bars, storm doors, windows, awnings, TV antennas, wall mounts, satellite dishes, storage barns, all landscaping, mallbox, garage door opener with controls AND THE FOLLOWING:
19 20		
22		EXCLUDES THE FOLLOWING:
20 21 22 23 25 25 26 27 28 29 31		The terms of this Agreement will determine what items are included/excluded, not the Seller's Disclosure Form, multiple listing service or other promotional materials. All items sold shall be fully paid for by Seller at time of closing the transaction. Buyer should verify total square footage, land, room dimensions or community amenites if material.
32	C,	PRICE: Buyer will pay the total purchase price of (\$ 27,900) Tuenty - Seven Thousand Nine Handred Dollars for the Property. If Buyer obtains an appraisal of the Property, this Agreement is confingent upon the Property appraising at no less than the agreed upon purchase price.
93 94 95 96 97 38 99 40 41 42	D.	EARNEST MONEY: 1. Submission: Buyer submits \$
42 44 44 44 44 46 47 48 48 48 48 48 48 48 48 48 48 48 48 48		2. Disbursement: Upon notification that Buyer or Seller Intends not to perform, and if Escrow Agent is the Broker, then Broker holding the Earnest Money may release the Earnest Money as provided in this Agreement, if no provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail of the Intended payer of the Earnest Money as permitted in 876 IAC 8-2-2. If neither Buyer nor Seller enters into a mulual release or initiates illigation within sixty (60) days of the mailing date of the certified letter, Broker may release the Earnest Money to the party Identified in the certified letter. If the Escrow Agent is the Broker, Broker shall be absolved from any responsibility to make payment to Seller or Buyer unless the parties enter into a Mulual Release or a Court issues an Order for payment, except as permitted in 676 IAC 8-2-2 (release of earnest money). Buyer and Seller agree to hold the Broker harmless from any liability, including altorney's fees and costs, for good faith disbursement of Earnest Money in accordance with this Agreement and licensing regulations
53 54 55 56 57 59		3. Legal Remedies/Default: If this offer is accepted and Buyer fails or refuses to close the transaction, without legal cause, the earnest money shall be retained by Seller for damages Seller has or will incur. Seller retains all rights to seek other legal and equitable remedies, which may include specific performance and additional monetary damages. All parties have the legal duty to use good faith and due diligence in completing the terms and conditions of this Agreement. A material failure to perform any obligation under this Agreement is a default which may subject the defaulting party to liability for damages and/or other legal remedies, witch, as stated above, may include specific performance and monetary damages in addition to lose of Earnest Money. 3013 [Sapadring] DR
		Page 1 of 7 (Purohase Agreement) Copyright IAR 2015
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2015 Real Reply

61 62		METHOD OF PAYMENT: (Check appropriate paragraph number) 1. IX.CASH: The entire purchase price shall be paid in each and no financing is required. 2. INEW MORTGAGE: Completion of this transaction shall be contingent upon the Buyer's ability to obtain a
63 64 65 66 67 68		☐ Conventional ☐ Insured Conventional ☐ FHA ☐ VA ☐ Other: Itret mortgage loan for % of purchase price, payable in not less than years, with an original rate of interest not to exceed % per annum and not to exceed points. Buyer shall pay all costs of obtaining financing, except
69 70 71 72 73 74 76		Any Inspections and charges which are required to be made and charged to Buyer or Selier 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.
74 75 76 77		3, □ ASSUMPTION: (Attach Financing Addendum) 4. □ CONDITIONAL SALES CONTRACT: (Attach Financing Addendum) 5. □ OTHER METHOD OF PAYMENT: (Attach Financing Addendum)
77 78 79 80 81 82 83 84	F.	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 MA 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 MA days after acceptance of the Agreement shall be allowed for obtaining loan approval or mortgage assumption approval. If an approval is not obtained within the time specified above, this Agreement may terminate unless an extension of time for this purpose is mutually agreed to in writing.
85 86 87 88 89 91	G.	CLOSING: The closing of the sale (the "Closing Date") shall be on or before April 10, 2016, or within days after, whichever is later or this Agreement shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the latest date above must be by mutual written agreement of the parties. The selliement or closing fee incurred in conducting the settlement charged by the closing agent or company shall be paid by Buyer (included in allowance, if provided) Seller A shared equally.
93 94 95		This Agreement: As not conlingent upon the closing of another transaction; It is contingent upon the closing of the pending transaction on the property located atsoheduled to close by
92 93 95 95 95 95 95 95 95 95 95 95 95 95 95		Notwithstanding terms to the contrary, the Parlies agree that as a condition to closing, all funds delivered to the closing agent's escrew account be in such form that the closing agent shall be able to disburse in compliance with 1.0, 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 escrew account and all funds under \$10,000 from a single source shall be good funds as so defined by statute. Buyer is advised that the cost incurred to wire funds on behalf of the buyer to the closing agent's oscrow account for the closing of this transaction shall become an expense to the buyer and the solual cost incurred shall appear on the closing statement.
0070000111234567B9012345	Н.	POSSESSION: 1. The possession of the Property shall be delivered to Buyer Mat closing I within
28 27	l. 	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 Properly are SOLA ISR BACKTONIC DO (Properly Address)
		Page 2 of 7 (Purchase Agreement) Copyright IAR 2015
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set prior to closing; [] WAIVED, no survey unless required by lender; at (Check one) [3] Buyer's expanse (Included in allowance, if provided) [] Seller's expanse [] Shared equally. 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. If Buyer walves the right to conduct a survey, the Seller, the Listing and Selling Brokers, and all licensees associated with Brokers are released from any and all liability relating to any issues that could have been discovered by a survey. This release shall survive the closing.

- FLOOD AREA/OTHER: If the property is located in a flood plain, Buyer may be required to carry flood insurance at Buyer's expense. Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance for formerly exempt properties. Buyer should censuit with one or more flood insurance agents regarding the need for flood insurance and possible premium increases. Buyer in may property from not terminate this Agreement if the Property requires flood insurance. Buyer in may property and 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.
- 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 _ NA_ days after acceptance of this Agreement.
- 137890 1441424344456 1141444456 115554556 155667 155667 1556687 155667 156687 1 ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE: Buyer and Seller acknowledge that Listing Broker, Selling Broker and all licensees 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, affergic and/or respiratory problems, particularly in persons with Immune system problems, young children and/or the elderly.

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

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

M. INSPECTIONS: (Check appropriate paragraph number)

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

- 1. X BUYER WAIVES THE HIGHT TO HAVE INDEPENDENT INSPECTIONS Buyer WAIVES inspections and relies upon the condition of the Property based upon Buyer's own examination and releases the Seller, the Listing and Selling Brokers and all licensees associated with Brokers from any and all liability relating to any delect or deliciency affecting the Property, which release shall survive the closing. Required FHA/VA or lender inspections are not included in this walver.
- 2. CI BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS (Including Lead-Based Paint) Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA, or Buyer's lender(s). All inspections are at Buyer's expense (unless noted otherwise or required by lender) by incensed independent inspections or qualified independent contractors selected by Buyer within the following time periods. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections. Seller must make all areas of the Property available and accessible for Buyer's

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

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

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

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Provider.

If the Buyer does not comply with any inspection/Response Period or make a written objection to any problem revealed in a report within the applicable inspection/Response Period, the Property shall be deemed to be acceptable. If one party tails to respond or request in writing an extension of time to respond to the other party's independent inspection Response, then that inspection response is accepted. A limely request for extension is not an acceptance of the inspection response, whether or not granted. A REASONABLE TIME PERIOD TO RESPOND IS REQUIRED TO PREVENT MISUSE OF THIS ACCEPTANCE PROVISION. Englars considered in detailular responses time provided included in the provided in the provision is not an acceptance. granted. A REASONABLE TIME PERIOD TO RESPOND IS REQUIRED TO PREVENT MISUSE OF THIS ACCEPTANCE PROVISION. Factors considered in determining reasonable time periods include, but are not limited to, availability of responding party to respond, type and expense of repairs requested and need of responding party to obtain additional opinions to formulate a response.

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

DISCLOSURES: (Check one)

1. Buyer II has II has not into applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE.

2. Buyer III has II has not II not applicable received and executed a LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT.

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 Polloy available in the amount of the purchase price or I an abstract of title continued to date, showing marketable title to Properly 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 essements 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 Title Insurance Premium and that portion of Title Service Fees incurred to prepare the Owner's Policy (including title search and examination and commitment preparation), to be paid by D Buyer (included in allowance, if provided) A Seiler D Shared equally.

Lender's Title Insurance Premium and that portion of Title Service Fees Incurred to prepare the Lender's Polloy (including title search and examination and commitment preparation), if applicable, to be paid by \$\Pi\$ Buyer (included in allowance, if provided) \$\Pi\$ Seller \$\Pi\$ Shared equally \$\Pi\$ Other.

The pariles agree that I Seller & Buyer will select a title insurance company to issue a title insurance polloy and will order the commitment I immediately or Mother: after Services under Section W.

The thea Conditions are met pes Exhibit A.

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 allidavit), so that marketable title can be conveyed.

260 261 TAXES: (Check appropriate paragraph number)

Cit. Buyer will assume and pay all taxes on the Properly beginning with the taxes due and payable on SOIS. Sand Cityple Da.

(Proporty Address)

Page 4 of 7 (Purchases Agreement)

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204	and all taxes due thereafter. At or before closing, Seller shall pay all taxes for the Property payable before that date.
265 266 267 268 269 270	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.
271 272 273 274	For purposes of paragraph 1 and 2: 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 <i>certified</i> tax rates. This shall be a final settlement.
276 276 276 277	☐ 3. FOR RECENT CONSTRUCTION OR OTHER TAX SITUATIONS. Seller will give a tax credit of \$to Buyer at closing. This shall be a final seltlement.
278 V 279 F	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 exemptionaloredits at or after closing.
284 285 286 287 288 289 290 291 293 293 294	R. PRORATIONS AND SPECIAL ASSESSMENTS: Insurance, if assigned to Buyer, interest on any debt assumed or taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Selier shall pay any special assessments applicable to the Property for municipal improvements previously made to benefit the Property. Selier warrants that Selier has no knowledge of any planned improvements which may result in assessments and that no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing conditions. Public or municipal improvements which are not completed as of the date above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special assessments for municipal improvements completed after the date of this Agraement.
	TIME: Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in writing to a different date and/or time.
299 300	Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and delivery of such offer/counter offer.
304 305 306 307 308 309 310 311	HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION ("Association"): Documents for a mandatory membership association shall be delivered by the Seller to Buyer within
312 313 314 315	Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable. Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that could affect the Property.
318 319	I. ATTORNEY'S FEES: Any party to this Agreement who is the prevailing party in any legal or equitable proceeding against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and reasonable altorney's fees from the non-prevailing party.
	ADDITIONAL PHOVISIONS;
322 323 324	 Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association dues/ assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.
925 926 327	2. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence insurance.
928 929 930 931	3. The Indiana State Police has created a registry of known meth contaminated properties which can be found at www.in.nov/meth . Click on "Clan Lab Addresses." Broker is not responsible for providing or verifying this information.
	Property Address) Fage 5 of 7 (Purchase Agreement)
	Page 5 07 (Paronase Agreement) Copylight IAR 2016 Produced with approximately alphanel 1600 Fileon Hilb Read, Masser, Michigan 40020 <u>www.abb.code.com</u> 2015 Real Estata

	4. The Indiana Sherill's Sex Offender Registry (www.indianasherilis.org) exists to Inform the public about the Identity, Iocation and appearance of sex offenders residing within Indiana. Broker is not responsible to providing or verifying this information.
	Conveyance of this Properly shall be by general Warranty Deed or by subject to taxes, easements, restrictive covenants and endumbrances of record, unless otherwise agreed.
	 If it is determined Seller is a "foreign person" subject to the Foreign investment in Real Property Tax Act, Selle will pay applicable tax obligation.
	7. Any notice required or permitted to be delivered shall be deemed received when personally delivered transmitted electronically or digitally or sent by express counter or United States mail, postage prepair certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.
	 This Agreement shall be construed under and in accordance with the laws of the State of Indiana and I binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, an assigns.
	 In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, lilegality, or unenforceability shall not affect any other provision of this Agreement.
	10.This Agreement constitutes the sole and only agreement of the parties and supersedes any pricunderstandings or written or oral agreements between the parties' respecting the transaction and cannot be changed except by their written consent.
•	11. All rights, dulles and obligations of the parties shall survive the passing of title to, or an interest in, the Property.
	12. 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). The Partie agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with any service provider.
	13. By signing below, the parties to this transaction acknowledge: 1) receipt of a copy of this Agreement; and 2 information regarding this transaction may be published in a multiple listing service, internet or other advertising media.
	14. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owe until this transaction is closed.
	15. 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.
	16. Buyer discloses to Seller that Buyer holds Indiana Real Estate License #
	17. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.O.25-34.1-10-6.8.
٧	V. FURTHER CONDITIONS (List and altach any addenda): See «Hecheck Exhibit A
х	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 fransaction, it is recommended that you consult with a SOLA BROAD DR
	(Fropeny Address) Page 6 of 7 (Purchase Adreement)
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400 401		professional, such as a civil engineer, environmental econdition of the Property.	ngineer, or other person, with experience in evaluating the				
402 403 404 405 408 407 408		relationships. Buyer and Seller further acknowledge that in this transaction. By signature below, the parties verify and acknowledge receipt of a signed copy.	gency transaction. Buyer and Seller acknowledge that each had agency explained, and now confirms all agency they understand and accept agency relationships involved that they understand and approve this Purchase Agreement				
408 409 410 411 412	09 Z. EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by 5.00 , II A.M. IN Noon, the 21 day of Tanuary 2016, this Purchase Agreement shall be null and vold parties shall be relieved of any and all liability or obligations.						
413 414 416 416 417 418 419		an original but all of which together shall constitute and Agreement may be transmitted between them electrodigitally transmitted signatures constitute original signal shall be promptly delivered, if requested. Lizz of Fort Wayne	two or more counterparts, each of which shall be deemed one and the same instrument. The parties agree that this nically or digitally. The parties intend that electronically or tures and are binding on the parties. The original document				
420 421		Cancel a Dresson 1-14-16					
422 423	BL	4	BUYER'S SIGNATURE DATE				
424 425	10	Daniel A. Brenner	PRINTED				
428			· · · · · · ·				
427 428		A.SELLER'S RESPONSE: (Check appropriate paragra)					
429	Th	le 15 day of January, al	<u>/ O</u>)XA.M. □ P.M. □ Noon				
430 431		1. The above offer is Accepted.					
		2. The above offer is Rejected,					
434 435 438 437	[];	3. The above offer is Countered, See Counter Offer, the Counter Offer,	Seller should sign both the Purchase Agreement and				
438 439 440	<	SUM ELLO 01/15/16 ELLER'S SIGNATURE DATE	,				
441 442 448	SE	CLER'S SIGNATURE DATE Shack Edwards Midwest	SELLER'S SIGNATURE DATE				
449 444	PP		PRINTED				
	•	LILLIANCE LEGISLA CISCUL					
		Union					



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(Property Address)
Page 7 of 7 (Purchase Agreement)
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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 BARLD PAINT OBRIGIONAND AORNO WEDDOMENT Disologue of information on Lond-Bread Paint englor Lond-Bread Paint England (SALBS)

1	PROPERTY/	DDREAGI NOIS UNGLARIENTO BRAVA, FORE MAYIN . 68800
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á	id bynatilig Panachti(a)	scrustini of load-beend paint andlor land thereof paint hereofen (oheck (i) or (ii) below)
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	COMME	Bellet has no known the of long-passy paint and or load-based paint has not a in the housing.
1000122845607	(h)Records a	nd tepaga avsishle to the eellest (chack (h or (ii) below) Belov has punghed the buyer (sith all available tooside and tepaga including Solle's Booklandal Real Bolete Salas Pholosute form, if applicable, padelning to lead-buyed paint audier lead-based paint bevers in the housing (list end allow) decuments below).
27 28 20 20	2.3.3	Seller has no reports or records preticioning to hand-brand point and/or food-barou point inneards in the housing.
30 31 32	(A)(b)	knowled chart (Initial) Duyerhaa received copias of all information lieted above, Buyerhaa roceived the pempitel Eco <u>logy You Esmile Frantaan in Your H</u> oma, Buyerhus (chook (1) or (ii) below):
14 18	(1)	trooters a 10-day appointly for mutually entract upon pulled to conduct a tick acceptant or inspection for lins presence of feed disease pulled endor loss disease pulled hazards;
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	~~~	BOIR Brook-Kopk's Dukur, Bond Haydo , 44080
(ID) Phon	olk Welicky Cinker   1 100,487,710,812	Pago I of 2 (Load Dated Vaint - Baled)  Lopyigh IAR 2015  TRALTORY, 4100 Medium Road Brail (1974), 184 (1975  Foll 2002 100 Medium Road Brail (1974), 184 (1975  Foll 2002 100 Medium Road Brail (1974), 184 (1975)  Foll 2002 100 Medium Road Brail (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (1974), 184 (
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Client File #:	Appraisal File #:						
Summary Ap	praisal Report • Residential						
Appraisal Company: Wierks Real Esta	te Appraisais						
AI Reports Address: 9334 Comfort Ct, Fort Way	ne, JN 46825						
Form 100.04 Phone: (260) 489-5751 Fax:	Website:						
Appraiser: Kenton Wierks	Co-Appraiser:						
Al Membership (if any): SRA MAI SRPA	Al Membership (if any): SRA MAI SRPA						
Al Status (If any): Candidate for Designation Practicing Affiliate	Al Status (if any): Candidate for Designation Practicing Affiliate						
Other Professional Affiliation: NAIFA Associate Member	Other Professional Affiliation:						
E-mail: kwapprasier@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	CONTRACTOR						
Address: 3012 Broadripple Dr							
City: Fort Wayne County: Allen	State: IN ZIP: 46809						
Legai 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	4						
Use of the Real Estate Reflected in the Appraisal: Improved							
Opinion of highest and best use (if required): Improved - Resid	ential						
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 val months of the effective appraisal date. Subject transferred ownership o							
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 elled 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).

All Reports® At-100.04 Summary Appraisal Report · Residential

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January 201:

RESTRICTE		SAL REPOR	₹T		Ŧ	He No.:	
Property Address: 301	2 Broadripple Dr			ORT WAYNE	Stat	e: IN. Zip Code: 40	809-2212
County: ALLEN		Legal Description	a: LOT 336 W	AYNEDALE GARD			
Tax Year; 2008 Current Owner of Record				Assessor's Parcel #:			
Tax Year; 2008	R.E. Taxes: \$ 2,047	Special Assessments		Borrower (if applicab)		FORT WAYNE	
Current Owner of Record		RAL CREDIT UNIO					lured Housing
Property Type: S		M D.f.	# of Units:		estriction: 🔯 N		ondo Coop
Market Area Name: N The purpose of this appra	/A		ance: 3000/62	other type of value	us Tract: 0038	B.UU [L IS MARKET VALUE	☑ Flood Hazard
This report reflects the fol				pection Date is the Effect			Prospective
		Sales Comparison Approac					гозробито
Approaches developed to Property Rights Appraised Intended Use: CLIEN		Leasehold Leas		ner (describe)	, , , , , , , , , , , , , , , , , , ,		
Intended Use: CLIEN			-				
j Under USPAP Standards	Rule 2-2(b), this is a Resi	ricted Appraisal Report, a	ınd iş intended oı	ly for the sole use of the	named client. The	ere are no other intended	users. The
Cilent must clearly under	stand that the appraiser's						rk file.
	ORT WAYNE			ST BERRY STREET			
	McCHESSNEY IF			LLAPA WAY, FOR			
	SUBJECT	COMPARABLE	****	COMPARABLE S		COMPARABLE S	
Address 3012 Broads		2524 CLE ELUM D		2813 ALLEGANY A		2610 WILLOW OA	
Proximity to Subject	VE, IN. 46809-2212	FORT WAYNE,IN.4 0.62 miles NE	10809	FORT WAYNE, IN. 0.93 miles N	40809	FORT WAYNE,IN. 0.74 miles NE	40009
Sale Price	\$ 27,900		39,000		28,570		56,000
Sale Price/GLA	\$ 24.22 /sq.ft		03,000		20,070	\$ 53.85 /sq.ft.	00,000
Data Source(s)	INSPECTION	UPSTAR N.S.# 201445513		UPSTAR MLS # 201445862		UPSTAR MLS # 201501411	
Verification Source(s)	ASSESSOR	UPSTAR MLS/ASS	ESSOR	UPSTAR MLS/ASS	ESSOR	UPSTAR MLS/ASS	ESSOR
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.
Sales or Financing	CASH	CASH/DOM-268		CASH/DOM-106		CONVIDOM-30	
Concessions	NONE	NONE		NONE		SELLER PAID	-1,000
Date of Sale/Time	N/A	8/14/2015		2/15/2015		3/13/2015	<u></u>
Rights Appraised	Fee Simple	FEE SIMPLE	<del>                                     </del>	Fee Simple	ļ	Fee Simple	
Location	SW FT, WAYNE	SW FT. WAYNE	60-	SW FT. WAYNE	4 800	SW FT. WAYNE	
Site View	5,100 Sq.Ft.	9,583 sq.ft.	-89/	10,400 SQ.FT.	-1,060	20,880 SQ.FT.	-3,156
Design (Style)	RANCH	SIMICAR HOMES/AVG RANCH		SIMILAR HOMES/AVG RANCH		SIMLAR HOMES/AVG RANCH	
Quality of Construction	WOOD/AVG	VYL/AVG	-3 000	VYL/AVG	-3.000	ALM/BRK/AVG	-1,000
Age	38	59	+4,200		+4,100		+2,600
Condition	AVERAGE	SUPERIOR		AVERAGE	,	AVERAGE	
Above Grade	Total Borms Baths	Total Borms Baths		Total Borms Ballis		Total Borns Baths	+2,000
Room Count	5 3 1,1	5 3 1	+800	5 3 1	+800	5 2 1	+800
Gross Living Area	1,152 sq.ft.	975 sq.ft.	+1,770	1,040 sq.fl.	+1,120	1,040 sq.ft.	+1,120
Basement & Finished	1,152 Sq.Ft.	0	+6,912	0	+6,912	0	+6,912
Rooms Below Grade	UNFINISHED						
Functional Utility	AVERAGE	AVERAGE	44.000	AVERAGE		AVERAGE	
Heating/Cooling Energy Efficient Herns	GAS/FIA/CA STORMS	GAS/F/A/NONE	+4,000	GAS/F/A/CA STORMS		ELE/BB/NONE STORMS	+4,000
Garage/Carport	NONE	STORMS 1 CAR ATT	-2 000	1 CAR ATT	-2 000	2 CAR ATT	-4,000
Porch/Pallo/Deck	PORCH/DECK	PORCH/PATIO		PORCH/PATIO		PORCH/PATIO	-4,000
FEMA FLOOD AREA	FEMA FLOOD	NON FEMA		NON FEMA		NON-FEMA	-6,000
Roons Below Grade Functional Utility Heating/Cooling Energy Efficient Hems Garage/Carport Porch/PaticyDeck FEMA FLOOD AREA  Net Adjustment (Total) Adjusted Safe Pige		<u>□+ ⋈・</u> \$	-2,215	⊠+ □- \$	872	⊠+ □-  \$	2,276
Lighting Barb Lines							
of Comparables Summary of Sales Compar	loon Annual all	SE THE SOMES	36,785		29,442	IS D IN THE SOUTHW	58,276
SECTION OF FORT							
SETTING AS SUBJE		TE COMPO WERE	PIAEM COMO	DERATION BOT MC	AN MEIGHT	GIVEN COME # 10	HAILTAIX
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F	RESTRICTED APPR	AISAL REPORT		File No.:	
Г	My research did did not reveal an	pulor sales or transfers of the subject prope	rty for the three years prior to the ef		
k	Data Source(s): MLS/ASSESSOR			•••	
TRANSFER HISTORY	1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or an	y current agreement of sale/listing:	THIS APPRAISER IS AWAR	E OF THE
16	Date: NONE	LISTING AND PENDING SALE	OF THE SUBJECT PROPE		
Ē	Price: N/A	PER MLS # 201556857, THE SI			
16	Source(s): ASSESSOR	THE COMPARABLES PROPER			
16	2nd Prior Subject Sale/Transfer	UPSTAR MLS DATA.		3,711,111	
Iã	Dale: N/A	OI OI CITATION OF THE			
ΙĒ	Price: N/A				
ľ	Source(s): N/A				
H		HE SUBJECT IS LOCATED IN AN	I SHELLDRAN TYPE SETTI	O IN THE SOUTHWEST SECT	TION OF
16	FORT WAYNE, PROPERTIES IN T				
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18	ALSO SUBJECT LOCATED IN AN				TILO.
MARKE	ACOU DOBSEO! LOCATED IN AN	TENAT LOOD ZONE AND THAT L	BWITATION ON NEDGLEDIN	GAI ILITIEODO DAMAGE.	<del></del>
3				<del></del>	<del></del>
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Н	Sile Area: 5,100 Sq.Ft.	Site View: SIMILAR HOMES/AVG	Topography: LEVEL/AVG	Drahage: ADEQUA	TE/AV/C
	Zoning Classification: RS-1	DIG THE CHAIL AT THOME CONTAG		IGLE FAMILY RESIDENTIAL	LIFTYO
	Lorang Oldsomothon: 170-1	Zoning Compliance:		orming (grandfathered)	No zoning
	Highest & Best Use: X Present use, or		Ca Logat   1 Legal Hollouil	mining (dimensional E I modes	1 HO SOURING
	1 -		Use as appraised in this report:	DECIDENTIAL	
삗			Ose as applicated in this reduct	RESIDENTIAL.	
122	Opinion of Highest & Best Use: RESIDE FEMA Spec'l Flood Hazard Area X Yes		FEMA Map # 18003C0293G	FEMA Map Date 8/3	(0000
	Cite Comments: LEGAL DECORPORE	J NO PENA ROOU ZOILO ALE			
	Site Comments: LEGAL DESCRIPTION				APPARENT
	ADVERSE EASEMENTS OR ENCF	COACHIVEN IS NOTED, SUBJEC	TO SHE IS TYPICAL OF M	ant Sites in this Area.	·
Н	Improvements Community	NOWEDALL AVERAGE STATE	ON NO MAIOR CONT.	ADDIAD NEEDED	OLLU M
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1	Indicated Value by: Sales Comparison App				
	Indicated Value by: Cost Approach (if deve		Indicated Value by: Income App		VA
	Final Reconcellation THE SALES COMP				
().	TYPICAL BUYER/SELLER ATTITUE				
2000	SUBJECT PROPERTY MAKING IT	DIFFICULT TO PROPERLY CALC	ULATE DEPRECIATION, T	HE INCOME APPROACH WAS	NOT
35 P. S.	SUBJECT PROPERTY MAKING IT DEVELOPED, AS SINGLE FAMILY	DIFFICULT TO PROPERLY CALC	ULATE DEPRECIATION, T	HE INCOME APPROACH WAS	NOT
	SUBJECT PROPERTY MAKING IT	DIFFICULT TO PROPERLY CALC	ULATE DEPRECIATION, T	HE INCOME APPROACH WAS	NOT
NOI	SUBJECT PROPERTY MAKING IT DEVELOPED, AS SINGLE FAMILY	DIFFICULT TO PROPERLY CALC	ULATE DEPRECIATION, T	HE INCOME APPROACH WAS	NOT
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NCILIATION	SUBJECT PROPERTY MAKING IT DEVELOPED, AS SINGLE FAMILY AVAILABLE RENTAL DATA.  This appraisal is made   "as is",   subject property Making it subject proper	DIFFICULT TO PROPERLY CALC HOMES ARE NOT TYPICALLY IN	CULATE DEPRECIATION, TI COME PRODUCING PROF	HE INCOME APPROACH WAS PERTIES, RESULTING IN A LIT  THE RESULT IN A L	NOT TLE OR NO
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