

BILL NO. R-19-02-04

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING THE  
PURCHASE OF CERTAIN REAL ESTATE FOR  
THE CITY OF FORT WAYNE.**

**WHEREAS**, the City of Fort Wayne desires to purchase property known as 19.2 acres of land located in SW1/4 of S28, T30N, R12E in Wayne Township, Allen County, Indiana, to create wooded wetlands to offset other wetlands affected by City road projects; and

**WHEREAS**, the City of Fort Wayne, through its Board of Public Works, has approved the purchase of the property pursuant to Board of Public Works Resolution Number, #106-1-8-19-2, Exhibit "A", attached hereto and made a part hereof; and

**WHEREAS**, the purchase price for the property is ONE HUNDRED FORTY-FOUR THOUSAND AND 00/100 DOLLARS – (\$144,000.00); and

**WHEREAS**, Sec. 37-25 of the City of Fort Wayne Code of Ordinances, requires the Common Council approval of any purchase 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 real estate by the City of Fort Wayne by its Board of Public Works known as 19.2 acres of land located in SW1/4 of S28, T30N, R12E in Wayne Township, Allen County, Indiana, specifically described in the Board of Public Works Resolution, Exhibit "A," is hereby approved and agreed to. The appropriate officials of the City are hereby authorized to execute all documents necessary to accomplish said purchase.

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

\_\_\_\_\_  
Council Member

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Carol Helton, City Attorney



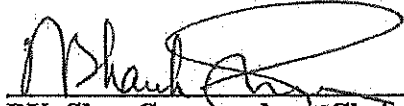
**APPROVAL OF PURCHASE AGREEMENT OF RESOLUTION #106-1-8-19-2**


The Fort Wayne Board of Public Works:

Approves the agreement for the City of Fort Wayne to purchase 19.2 Acres of vacant land located in Part of the SW ¼, S28, T30N, R12E in Allen County, Indiana from Old Prairie Products, Inc.

**APPROVED THIS 8<sup>TH</sup> DAY OF JANUARY, 2019.**

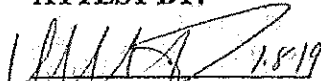
**BOARD OF PUBLIC WORKS**

  
BY: Shan Gunawardena, Chair

  
BY: Kumar Menon, Member

  
BY: Mike Avilla, Member

**ATTEST BY:**

  
Michelle Falk, Clerk



# CITY OF FORT WAYNE

THOMAS C. HENRY, MAYOR

February 6, 2019

City Council Members  
City of Fort Wayne

RE: City of Fort Wayne/Old Prairie Products, Inc. Purchase Agreement  
19.2 Acres 3500 Block of Lower Huntington Road

Dear Council Members:

The City has entered into a Purchase Agreement to acquire approximately 19.2 acres of real estate located in a part of the SW ¼ of S28, T30N, R12E in Wayne Township, Allen County, Indiana in the amount of \$144,000.00. A copy is attached.

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

We are asking for Council to approve this purchase.

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

Sincerely,

*Daniel A. Brenner*

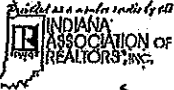
Daniel A. Brenner  
Property Manager

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An Equal Opportunity Employer

Listing Broker (Co.) \_\_\_\_\_ (office code) By \_\_\_\_\_ (individual code)  
Selling Broker (Co.) \_\_\_\_\_ (office code) By \_\_\_\_\_ (individual code)



## PURCHASE AGREEMENT (UNIMPROVED PROPERTY)

1 Date: December 12, 2018

2  
3 A. BUYER: City of Fort Wayne, Indiana, 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 19.2 Acres of 3514 Lwr. Huntington Road  
8 In Wayne Township, Allen County,  
9 Indiana, 46809 (zip code), legally described as: Pt. of SW Qtr. of Section 28,  
10 T30N, R12E (See attached legal description)

11  
12 C. PRICE: Buyer will pay the total purchase price of (\$ 144,000.00 )  
13 One Hundred Forty-four Thousand Dollars for the Property. If Buyer obtains an  
14 appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed  
15 upon purchase price.

16  
17 D. EARNEST MONEY: Buyer submits \$ 0 as earnest money which shall be applied to the  
18 purchase price. The listing broker shall deposit earnest money received into its escrow account within two (2)  
19 banking days of acceptance of this Agreement and hold it until time of closing the transaction or termination of this  
20 Agreement. If Buyer fails for any reason to submit earnest money, Seller may terminate this Agreement.  
21 Earnest money shall be returned promptly in the event this offer is not accepted. If this offer is accepted and Buyer  
22 fails or refuses to close the transaction, without legal cause, the earnest money shall be retained by Seller for  
23 damages the Seller has or will incur, and Seller retains all rights to seek other legal and equitable remedies. The  
24 Broker holding any earnest money is absolved from any responsibility to make payment to the Seller or Buyer  
25 unless the parties enter into a Mutual Release or a Court Issues an Order for payment, except as permitted in 876  
26 IAC 1-1-23 (release of earnest money). Upon notification that Buyer or Seller intends not to perform, Broker holding  
27 the earnest money may release the earnest money as provided in this Agreement. If no provision is made in this  
28 Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail. If neither Buyer  
29 nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified  
30 letter, Broker may release the earnest money to the party identified in the certified letter. Buyer and Seller agree to  
31 hold the Broker harmless from any liability, including attorney's fees and costs, for good faith disbursement of  
32 earnest money in accordance with this Agreement and licensing regulations.

33  
34 E. METHOD OF PAYMENT: (Check appropriate paragraph number)

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

36  
37 2. ☐ NEW MORTGAGE: Completion of this transaction shall be contingent upon the Buyer's ability to obtain a  
38 ☐ Conventional ☐ Insured Conventional ☐ Other: \_\_\_\_\_ first  
39 mortgage loan for \_\_\_\_\_ % of purchase price, payable in not less than \_\_\_\_\_ years, with an  
40 original rate of interest not to exceed \_\_\_\_\_ % per annum and not to exceed \_\_\_\_\_ points. Buyer  
41 shall pay all costs of obtaining financing, except \_\_\_\_\_  
42 \_\_\_\_\_  
43 \_\_\_\_\_

44  
45 Any inspections and charges, which are required to be made and charged to Buyer or Seller by the lender,  
46 FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or  
47 regulations and shall supersede any provisions of this Agreement.

48  
49 3. ☐ ASSUMPTION: (Attach Financing Addendum)

50  
51 4. ☐ CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)

52  
53 5. ☐ OTHER METHOD OF PAYMENT: (Attach Financing Addendum)

54  
55  
56 F. TIME FOR OBTAINING FINANCING: Buyer agrees to make written application for any financing necessary to  
57 complete this transaction or for approval to assume the unpaid balance of the existing mortgage within \_\_\_\_\_  
58 days after the acceptance of this Agreement and to make a diligent effort to meet the lender's requirements and to  
59 obtain financing in cooperation with the Broker and Seller. No more than \_\_\_\_\_ days after acceptance of the

(Property Address)

Agreement shall be allowed for obtaining favorable written commitment(s) or mortgage assumption approval. If a commitment or approval is not obtained within the time specified above, this Agreement shall terminate unless an extension of time for this purpose is mutually agreed to in writing.

PW2  
G. **CLOSING:** The closing of the sale (the "Closing Date") shall be on or before \_\_\_\_\_, or within 30 days after After City Council approval, 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 settlement 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 ☐ Shared equally.

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

H. **POSSESSION:** The possession of the Property shall be delivered to Buyer ☒ at closing or ☐ within \_\_\_\_\_ days beginning the day after closing by ☐ A.M. ☐ P.M. ☐ noon or ☐ on or before \_\_\_\_\_. If closed. All crops planted upon the Property prior to \_\_\_\_\_, shall belong to Seller, and Seller shall have access to the Property for the purpose of harvesting crops. All other crops belong to Buyer.

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

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

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

PW2  
I. **SURVEY:** Buyer shall receive a (check one) ☐ **SURVEYOR LOCATION REPORT**, which is a survey where corner markers are not set; ☐ **BOUNDARY SURVEY**, which is a survey where corner markers of the Property are set prior to closing; ☐ **WAIVED**, no survey unless required by lender; at (Check one) ☒ Buyer's expense (included in allowance, if provided) ☐ Seller's expense ☐ 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 waives the right to conduct a survey, the Seller, the Listing and Selling Brokers, and all salespersons 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.

PW2  
J. **FLOOD AREA/OTHER:** Buyer ☐ may ☒ may not terminate this Agreement if the Property requires flood insurance. Buyer ☐ may ☐ may not terminate this Agreement if the Property is subject to building or use limitations by reason of the location, which materially interfere with Buyer's intended use of the Property.

K. **INSPECTIONS:** (Check paragraph number 1 or 2)

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

PW2  
☒ 1. **BUYER WAIVES THE RIGHT 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 salespersons associated with Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing. Required FHA/VA or lender inspections are not included in this waiver.

☐ 2. **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 licensed independent inspectors or qualified independent contractors selected by Buyer within the following time periods.

(Property Address)

124 INSPECTION/RESPONSE PERIOD: Buyer shall order all independent inspections immediately after  
125 acceptance of the Purchase Agreement. Buyer shall have \_\_\_\_\_ days beginning the day following the date  
126 of acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see  
127 "Buyer's Inspection Response").  
128

129 If the Buyer does not comply with any Inspection/Response Period or make a written objection to any  
130 problem revealed in a report within the applicable Inspection/Response Period, the Property shall be  
131 deemed to be acceptable. If one party fails to respond or request in writing an extension of time to  
132 respond to the other party's Independent Inspection Response, then that inspection response is  
133 accepted. A timely request for extension is not an acceptance of the inspection response, whether or not  
134 granted. A REASONABLE TIME PERIOD TO RESPOND IS REQUIRED TO PREVENT MISUSE OF THIS  
135 ACCEPTANCE PROVISION. Factors considered in determining reasonable time periods include, but are  
136 not limited to, availability of responding party to respond, type and expense of repairs requested and need of  
137 responding party to obtain additional opinions to formulate a response.  
138

139 If the Buyer reasonably believes that the Inspection Report reveals a DEFECT with the Property (under  
140 Indiana law, "Defect" means a condition that would have a significant adverse effect on the value of the  
141 Property, that would significantly impair the health or safety of future occupants of the Property, or that if not  
142 repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the  
143 premises), and the Seller is unable or unwilling to remedy the defect to the Buyer's reasonable satisfaction  
144 before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this Agreement or  
145 waive such defect and the transaction shall proceed toward closing. BUYER AGREES THAT ANY  
146 PROPERTY DEFECT PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND  
147 MINOR REPAIR ITEMS MENTIONED IN ANY REPORT, SHALL NOT BE A BASIS FOR TERMINATION OF  
148 THIS AGREEMENT.  
149

150 L. TITLE APPROVAL: Prior to closing, Buyer shall be furnished with ☒ a title insurance commitment for the most  
151 current and comprehensive ALTA Owner's Title Insurance Policy available in the amount of the purchase  
152 price or ☐ an abstract of title continued to date, showing marketable title to Property in Seller's name. Seller  
153 must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage  
154 assumed by Buyer and any restrictions or easements of record not materially interfering with Buyer's intended use  
155 of the Property. A title company, at Buyer's request, can provide information about availability of various additional  
156 title insurance coverages and endorsements and the associated costs.  
157

158 Owner's Title Insurance Premium and that portion of Title Service Fees incurred to prepare the Owner's Policy  
159 (including title search and examination and commitment preparation), to be paid by ☒ Buyer (included in  
160 allowance, if provided) ☐ Seller ☐ Shared equally.  
161

162 Lender's Title Insurance Premium and that portion of Title Service Fees incurred to prepare the Lender's Policy  
163 (including title search and examination and commitment preparation), if applicable, to be paid by ☐ Buyer (included  
164 in allowance, if provided) ☐ Seller ☐ Shared equally ☐ Other \_\_\_\_\_  
165

166 The parties agree that ☐ Seller ☒ Buyer will select a title insurance company to issue a title insurance policy and  
167 will order the commitment ☐ immediately or ☐ other: \_\_\_\_\_  
168  
169

170 Pursuant to Federal and State law, Seller cannot make Seller's selection of a title insurance provider a condition of  
171 this Agreement.  
172

173 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the  
174 deed and vendor's affidavit), so that marketable title can be conveyed.  
175  
176

177 M. TAXES: (Check paragraph number 1 or 2)

178 ☒ 1. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on  
179 May 10, 2019, and all taxes due thereafter. At or before closing, Seller shall pay all  
180 taxes for the Property payable before that date.  
181

182 ☐ 2. All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by Seller either to  
183 the County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the  
184 current calendar year shall be prorated on a calendar-year basis as of the day immediately prior to the  
185 Closing Date.  
186

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

(Property Address)

Page 3 of 6 (Unimproved Purchase Agreement)

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updated vacant

190 N. PRORATIONS AND SPECIAL ASSESSMENTS: Insurance, if assigned to Buyer, interest on any debt assumed or  
191 taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not  
192 limited to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall  
193 pay any special assessments applicable to the Property for municipal improvements previously made to benefit the  
194 Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in  
195 assessments and that no governmental or private agency has served notice requiring repairs, alterations or  
196 corrections of any existing conditions. Public or municipal improvements which are not completed as of the date  
197 above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special  
198 assessments for municipal improvements completed after the date of this Agreement.  
199

200 O. TIME: Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the  
201 Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in  
202 writing to a different date and/or time.  
203

204 Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and  
205 delivery of such offer/counter offer.  
206

207 P. COMMUNITY ASSOCIATION ("Association"): Documents for a mandatory membership association shall be  
208 delivered by the Seller to Buyer within \_\_\_\_\_ days after acceptance of this Agreement. If the Buyer does not  
209 make a written response to the documents within \_\_\_\_\_ days after receipt, the documents shall be deemed  
210 acceptable. In the event the Buyer does not accept the provisions in the documents and the provisions cannot be  
211 waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall be refunded to Buyer  
212 promptly. Any approval of sale required by the Association shall be obtained by the Seller, in writing, within \_\_\_\_\_  
213 days after Buyer's approval of the documents. Fees charged by the "Association", or its management  
214 company, for purposes of verification of good standing and/or transfer of ownership shall be shared  
215 equally by Buyer and Seller. Start-up or one time reserve fees, if any, shall be paid by Buyer.  
216

217 Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable.  
218 Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site  
219 conditions that could affect the Property.  
220

221 Q. PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS RECORDED PLATS AND EASEMENTS: If the  
222 Property is subject to and affected by certain recorded protective restrictions, covenants, limitations and easements  
223 ("Covenants"), Seller shall furnish to Buyer a copy of the Covenants by the time evidence of title is provided. If the  
224 Property is in a recorded subdivision, then Seller shall furnish to Buyer a copy of the recorded plat, amendments  
225 and replats.  
226

227 R. ATTORNEY'S FEES: Any party to this Agreement who is the prevailing party in any legal or equitable proceeding  
228 against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled  
229 to recover court costs and reasonable attorney's fees from the non-prevailing party.  
230

231 S. ENVIRONMENTAL REPRESENTATIONS OF SELLER. To Seller's best knowledge, based on an inquiry of those  
232 persons directly responsible for gathering the information, there does not currently exist any actual or potential  
233 contamination of the soil, subsoil, ground water, or any other portion of the Property by any hazardous or toxic  
234 substance or their constituents, or any underground tanks on the Property other than for the use of motor fuel or  
235 heating oil for use and consumption of Seller on the premises, and no environmental fillings have been made  
236 concerning the Property with any governmental agency.  
237

238 To Seller's best knowledge, based on an inquiry of those persons directly responsible for gathering information,  
239 Seller has complied at all times with all applicable federal, state and local environmental laws and regulations,  
240 including without limitation, the Indiana Responsible Property Transfer Law, as amended, the Comprehensive  
241 Environmental Response, Compensation and Liability Act, as amended, the Resource Conservation and Recovery  
242 Act, as amended, the Toxic Substance Control Act, Superfund Amendments and Reauthorization Act of 1986, any  
243 of the regulations under them, and any other federal statute and any state statute or municipal ordinance creating  
244 liability for the treatment, storage, disposal, arranging, or the existence on the Property of any hazardous or toxic  
245 substance, including their constituents. If required, Seller shall timely furnish to Buyer an environmental disclosure  
246 statement complying with the Indiana Responsible Property Transfer Law.  
247

248 T. MISCELLANEOUS:

- 249
- 250 1. Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association  
251 dues/assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.  
252
  - 253 2. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence  
254 insurance.

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3. The Indiana Sheriff's Sex Offender Registry exists ([www.indianasheriffs.org](http://www.indianasheriffs.org)) to inform the public about the identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for providing or verifying this information.
4. Conveyance of this Property shall be by general Warranty Deed, or by \_\_\_\_\_, subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.
5. Seller represents and warrants that Seller is not a "foreign person" (Individual or entity) and, therefore, is not subject to the Foreign Investment in Real Property Tax Act.
6. Any notice required or permitted to be delivered, shall be deemed received when personally delivered, transmitted electronically or digitally or sent by express courier or United States mail, postage prepaid, certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.
7. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and assigns.
8. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
9. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties' respecting the transaction and cannot be changed except by their written consent.
10. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.
11. 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 parties agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with any service provider.
12. By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement and give their permission to a multiple listing service, Internet or other advertising media, if any, to publish information regarding this transaction.
13. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed until this transaction is closed.
14. 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.
15. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # \_\_\_\_\_.
16. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.26-34.1-10-6.8.

**U. FURTHER CONDITIONS AND ZONING REQUIREMENTS (List and attach any addenda):** \_\_\_\_\_

Purchase is subject to City of Fort Wayne Board of  
Public Works approval & Common Council approval

**V. ACKNOWLEDGEMENTS:** Buyer and Seller acknowledge that each has received agency office policy disclosures, has had agency explained and now confirms all agency relationships. Buyer and Seller further acknowledge that they understand and accept agency relationships involved in this transaction. By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.

(Property Address)



321 W. CONSULT YOUR ADVISORS: Buyer and Seller acknowledge they have been advised that, prior to signing this  
322 document, they may seek the advice of an attorney for the legal or tax consequences of this document and the  
323 transaction to which it relates. In any real estate transaction, it is recommended that you consult with a  
324 professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the  
325 condition of the Property.  
326

327 X. EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by 12:00 ☐ A.M. ☒ P.M.  
328 ☒ Noon the 19<sup>th</sup> day of December, this Purchase Agreement shall be null and void and all  
329 parties shall be relieved and released of any and all liability or obligations.  
330

331 This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed  
332 an original but all of which together shall constitute one and the same instrument. The parties agree that this  
333 Agreement may be transmitted between them electronically or digitally. The parties intend that electronically or  
334 digitally transmitted signatures constitute original signatures and are binding on the parties. The original document  
335 shall be promptly delivered, if requested.  
336

337 Patrick Zaharano 12/12/18  
338 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE  
339

340 PATRICK ZAHARANO CITY ENGINEER  
341 PRINTED PRINTED  
342  
343  
344

345 SELLER'S RESPONSE: (Check appropriate paragraph):

346  
347 This 12 day of 12, at IL ☒ A.M. ☐ P.M. ☐ Noon  
348

349 ☒ 1. The above offer is Accepted.  
350

351 ☐ 2. The above offer is Rejected.  
352

353 ☐ 3. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and  
354 the Counter Offer.

355 OLD Prairie Products, Inc.

356 Allen L. Poorman 12-12-18  
357 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE  
358

359  
360 Allen L. Poorman, President  
361 PRINTED PRINTED  
362



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Page 6 of 6 (Unimproved Purchase Agreement)

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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 and Old Prairie Products, Inc. for 19.2 acres of land located in SW ¼ of S28, T30N, R12E in Wayne Township, Allen County, Indiana
Awarded To	Old Prairie Products
Amount	\$144,000.00
Conflict of interest on file?	Yes
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 Old Prairie Products, Inc. for the acquisition 19.2 acres of land located in SW ¼ of S28, T30N, R12E in Wayne Township, Allen County, Indiana
Sole Source/ Compatibility Justification	N/A

## BID CRITERIA (Take Buy Indiana requirements into consideration.)

Most Responsible, Responsive Lowest	N/A
If not lowest, explain	

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## COST COMPARISON

<i>Increase/decrease amount from prior years For annual purchase (if available).</i>	N/A
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## DESCRIPTION OF PROJECT / NEED

<i>Identify need for project &amp; describe project; attach supporting documents as necessary.</i>	City acquiring real estate create wooded wetlands to off set other wetlands affected by other City road projects

## REQUEST FOR PRIOR APPROVAL

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

## FUNDING SOURCE

<i>Account Information.</i>	CEDIT