

BILL NO. R-21-02-18

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE ACQUISITION/DONATION
OF CERTAIN REAL ESTATE LOCATED AT 3600 E. PONTIAC
STREET, FORT WAYNE, INDIANA, FOR THE CITY OF FORT
WAYNE, BY AND THROUGH THE CITY OF FORT WAYNE
BOARD OF PARK COMMISSIONERS**

WHEREAS, the City of Fort Wayne ("City"), by and through its Board of Park Commissioners, desires to acquire by donation 14.58 acres of property located at 3600 E. Pontiac Street, Fort Wayne, Indiana, specifically described in the Real Estate Donation Agreement, Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, the Real Estate Donation Agreement for the donation of 14.58 acres of property located at 3600 E. Pontiac Street, Fort Wayne, Indiana from Rea Magnet Wire Company, Inc. to the City of Fort Wayne Board of Park Commissioners is submitted to the Common Council of the City for approval.

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

SECTION 1. The acquisition by donation of 14.58 acres of improved real estate located at 3600 E. Pontiac Street, Fort Wayne, Indiana, by the City of Fort Wayne, through its Board of Park Commissioners, as specifically described in the Real Estate Donation Agreement, Exhibit "A," is hereby agreed to and approved. The appropriate officials of the City are hereby authorized to execute all documents necessary to accomplish said donation.

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

REAL ESTATE DONATION AGREEMENT

THIS REAL ESTATE DONATION AGREEMENT ("Agreement") is dated this _____ day of _____, 2021, by and between REA MAGNET WIRE COMPANY, INC. (the "Donor"), and the CITY OF FORT WAYNE, DEPARTMENT OF PARKS & RECREATION ("Donee").

BACKGROUND

A. Donor owns in fee simple certain real property and improvements located at 3600 East Pontiac Street, Fort Wayne, Indiana, more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); and

B. Donor wishes to support the Fort Wayne Parks & Recreation Department by donating the Property to the Donee; and

C. Donor desires to donate, transfer and convey the Property "**AS IS**", and Donee desires to take, receive and accept the Property "**AS IS**" pursuant to the terms and conditions contained in this Agreement;

NOW, THEREFORE, in consideration of the mutual representations, benefits and covenants contained herein, Donor and Donee covenant and agree as follows:

TERMS AND CONDITIONS

1. Conveyance. The Donor will convey the Property to Donee by a Limited Warranty Deed ("Deed") within thirty (30) days after receipt of all necessary City approvals, including the air quality testing (the "Closing Date"), at the office of Titan Title Services, LLC (the "Title Company"). Subjection to Section 3 hereof, the Property is being conveyed subject to all restrictions, covenants, easements and limitations which are of record, or which would have been disclosed in an American Land Title Association ("ALTA") form of commitment for an owner's policy of title insurance for the Property or an accurate form of minimum standard detail certificate ALTA survey of the Property.

2. Conveyance Costs. Donor shall pay (i) all recording costs for the Deed and any other instrument of conveyance executed in connection with the transfer, and (ii) the Title Company closing fee. Each party hereto shall be solely liable for any and all attorneys' fees or other costs incurred by such party in connection with this transaction. If Donee desires title insurance, Donee shall be responsible for all costs related to the same.

3. Taxes. Donor will be responsible for paying all real estate taxes on the Property incurred or assessed prior to the Closing Date. Donee will be responsible for any and all real estate taxes on the Property from and after the Closing Date. Donee represents and warrants that this gift is a separate and distinct transaction, and that it has made no promises of consideration to Donor in connection herewith and no other gifts by Donor are a condition to completion of this gift.

4. Survival of Covenants. All covenants, use restrictions, deed restrictions, prohibited uses and similar limitations on or to which the Property is subject shall survive indefinitely the delivery of the Deed, and shall run with the land (collectively, the "Deed Restrictions").

5. Donor's Representations and Warranties. Donor hereby represents and warrants to Donee that, as of the date of the Deed:

(a) Donor owns and has conveyed fee simple title to Donee by virtue of the Deed; and

(b) The execution and delivery of the Deed will be duly authorized by all requisite corporate action of the Donor.

6. Donee Representations and Warranties. Donee hereby represents and warrants to Donor as follows:

(a) Subject to Section 8 hereof, Donee is a department of the City of Fort Wayne, existing under the laws of the State of Indiana, having full power and authority to enter into and perform this Agreement and the transaction contemplated herein; and

(b) Upon receipt of the authorization set forth in Section 8 hereof, the execution, delivery and performance of this Agreement will have been duly authorized by all necessary action on the part of Donee, and no further action of Donee is required to give effect to this Agreement or to permit Donee to carry out and be bound by the transaction contemplated hereby.

7. Obligations at the Closing.

(a) Donor. At the Closing, Donor shall execute, or cause to be executed, and shall deliver to Donee or the Title Company, as applicable, the following: (i) the Deed; (ii) a Sales Disclosure Form; (iii) a Vendor's Affidavit reasonably acceptable to Title Company; (iv) a closing statement and other documents reasonably required by the Title Company to record this donation; and (v) such other documents as reasonably may be required to consummate the donation contemplated hereby.

(b) Donee. At the Closing, Donee shall execute, or cause to be executed, and shall deliver to Donor the following: (i) a closing statement and other documents required by the Title Company to record this donation; (ii) such certificates of its officers and other documents as reasonably may be requested by Donor prior to the Closing to consummate the donation contemplated hereby or to report this donation to the IRS; and (iii) the approvals required under Section 8 hereof. Donee accepts the Property "AS IS" and agrees to honor and fully comply with all Deed Restrictions.

8. Approvals Required by Donee. As a condition to proceeding with the terms of this Agreement, Donee shall have received approval to accept the Property, in form and content acceptable to Donee, from (i) the City of Fort Wayne Board of Park Commissioners, and (ii) the Common Council of the City of Fort Wayne.

9. As Is. Except as specifically set forth in this Agreement, or in a written agreement signed by duly authorized individuals of both parties, Donee acknowledges that neither Donor nor any agent, attorney, employee or representative of Donor has made any representation whatsoever regarding the subject matter of this conveyance, or any part thereof, including (without limiting the generality of the foregoing) representations as to the physical nature, condition, suitability or fitness for a particular purpose of the Property transferred to the Donee hereunder; and that Donee, in executing, delivering, and/or performing its duties and obligations under this Agreement, does not rely upon any statement and/or information to whomsoever made or given, directly or indirectly, verbally or in writing, by any individual, firm or corporation. Except as specifically set forth in this Agreement, or in a written agreement signed by duly authorized individuals of both parties, Donee agrees to take the Property to be transferred to Donee hereunder "AS IS," without representation or warranty of any kind as of the date hereof.

10. Benefit and Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns, but may not be assigned by either party without the express written consent of the other party.

[Remainder intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Donor and Donee have duly executed this Real Estate Donation Agreement as of the date first set forth above.

"DONOR"

REA MAGNET WIRE COMPANY, INC.

By: _____

Printed: _____

Its: _____

"DONEE"

CITY OF FORT WAYNE, DEPARTMENT OF
PARKS & RECREATION

By: _____

Printed: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION

Lots 6, 7 and the West 323.2 feet of Lot 8 in Greater Fort Wayne Industrial Addition Section "A" to the City of Fort Wayne, according to the plat thereof, as recorded in Plat Record 12, page 20, in the Office of the Recorder of Allen County Indiana.

Excepting therefrom:

Part of Lot Numbered Six (6) in Greater Fort Wayne Industrial Addition, Section "A", to the City of Fort Wayne, according to the Plat thereof, recorded in Plat Record 12, page 20, in the Office of the Recorder of Allen County, Indiana, more particularly described as follows:

Beginning at a 1/2-inch rebar monumenting the northwest corner of said Lot Numbered Six (6), thence North 90 degrees 00 minutes 00 seconds East (assumed bearing and is the basis of bearings this description) on the north line of said Lot Numbered Six, a distance of 75.00 feet to a 5/8-inch rebar with an orange identification cap stamped "ANDERSON FIRM #29A"; thence South 00 degrees 28 minutes 00 seconds West, a distance of 462.07 feet to a 5/8-inch rebar with an orange identification cap stamped "ANDERSON FIRM #29A" on the southerly boundary of said Lot Numbered Six; thence northwesterly on said southerly boundary with a curve turning to the right, an arc length of 270.05 feet, having a radius of 467.50 feet, with a chord that bears North 15 degrees 53 minutes 24 seconds West a distance of 266.31 feet to a 1/2-inch rebar monumenting Point of Curvature; thence North 00 degrees 28 minutes 00 seconds East on the west line of said Lot Numbered Six, a distance of 205.93 feet to the Point of Beginning. Containing 0.654 acres of land, more or less.



February 12, 2021

City Council Members
City of Fort Wayne

RE: City of Fort Wayne Board of Park Commissioners / REA Magnet Wire Real Estate Donation Agreement

Dear City Council Members,

The Board of Park Commissioners has entered into a Real Estate Donation Agreement to acquire donated property located at 3600 E. Pontiac Street. This land parcel is 14.58 acres with one building having over 71,000 square feet.

The City of Fort Wayne Board of Park Commissioners has approved this acquisition.

We are asking for City Council to approved this acquisition.

If you have any questions on the above, please feel free to contact me at 427-6407.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve McDaniel", with a large, stylized loop at the end.

Steve McDaniel
Director, Fort Wayne Parks and Recreation Department

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

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|-------------------------------|---|
| Bid/ITB # | Real Estate Donation Agreement between the City of Fort Wayne Board of Park Commissioners and REA Magnet Wire for property located at 3600 E. Pontiac Street, Fort Wayne, Indiana |
| Awarded To | REA Magnet Wire |
| Amount | N/A |
| Conflict of interest on file? | Yes No |
| Number of Registrants | N/A |
| Number of Bidders | N/A |
| Required Attachments | N/A |

EXTENSIONS

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

SPECIAL PROCUREMENT

| | |
|--|-----|
| Contract #/ID (State, Federal, Piggyback--Authority) | N/A |
| Sole Source/ Compatibility Justification | |

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

| | |
|--|---|
| Most Responsible, Responsive Lowest | Yes X No <i>If no, explain below</i> |
| If not lowest, explain | Property donated to City by REA Magnet Wire |

COUNCIL DIGEST SHEET

COST COMPARISON

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

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| <i>Identify need for project & describe project; attach supporting documents as necessary.</i> | City acquiring real estate for storage yard for materials |
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REQUEST FOR PRIOR APPROVAL

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

| | |
|-----------------------------|-----|
| <i>Account Information.</i> | N/A |
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