

A RESOLUTION APPROVING A PURCHASE AGREEMENT FOR THE ACQUISITION OF REAL PROPERTY LOCATED AT 4511 EXECUTIVE BLVD, FORT WAYNE, INDIANA, FOR THE CITY OF FORT WAYNE, INDIANA (Approved and Executed by the Board of Public Works on November 4, 2025).

WHEREAS, the City of Fort Wayne, by and through its Division of City Utilities ("CU"), wishes to acquire Real Property consisting of 1.088 acres of undeveloped land south and west of the offices of Lamar Advertising on Executive Boulevard, north of West Coliseum Boulevard, Fort Wayne, Indiana, (the "Real Estate"), to be used for drainage improvements to expand the capacity of the Lincolndale Drain, to increase its capacity and alleviate neighborhood flooding; and

WHEREAS, the City of Fort Wayne, by and through its Board of Public Works, approved and executed a purchase agreement to acquire the Real Estate in the regularly-held meeting of the Board of Public Works on November 4, 2025; and

WHEREAS, the purchase price for the Real Estate is Thirty Thousand Two and 69/100 Dollars (\$30,002.69) (the "Purchase Price"); and

WHEREAS, Sec. 37.25 of the City of Fort Wayne Code of Ordinances requires the Common Council's approval of any conveyance of real estate to the City.

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

SECTION 1. The acquisition of the Real Estate by CU, the City of Fort Wayne, by and through its Board of Public Works, in the amount of the

Purchase Price, and upon such other terms and conditions as CU shall determine,
is hereby agreed to and approved. The appropriate officials of the City of Fort
Wayne are hereby authorized to execute all documents necessary to effectuate
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

Malak Heiny, City Attorney

CU 11.4.2025

BOPW Resolution no. 112-11-4-25-3

REAL PROPERTY PURCHASE AGREEMENT

Fort Wayne City Utilities

The City of Fort Wayne ("Buyer") agrees to purchase the fee simple title to all of the following Real Property ("Property") for the consideration stated below subject to the conditions, requirements, and stipulations described in the following Purchase Agreement.

CONTACT INFORMATION and LOCATION OF PROPERTY

Owner(s) Name(s): Wayne Scott, Inc. ("Seller")
Contact: Pat Hurley
Primary Telephone: _____ Other Telephone: _____
Facsimile: _____ E-mail: _____

Mailing Address: 1335 Mishawaka Avenue
City/Town: South Bend, State: Indiana Zip Code: 46615-3918

Property Address: 4511 & 4511B Executive Boulevard
City/Town: Fort Wayne, State: Indiana Zip Code: 46808

Parcel A

Latest Deed of Record: Document Number 95-008987
Tax ID Number: 02-07-22-377-004.000-073
Land area of total parcel: 0.599 acre

Parcel B:

Latest Deed of Record: Document Number 88-045177
Tax ID Number: 02-07-22-377-005.000-073 (part of)
Land area of total parcel: 2.39 acre (calculated)
Land area of part being purchased: 0.489 acre (legal description and drawing attached)

PURCHASE PRICE

The City agrees to pay to the Seller the total purchase amount of \$30,002.69 (Thirty Thousand and Two Dollars and Sixty Nine Cents) for the Property which includes the entirety of parcel 02-07-22-377-004.000-073 and a portion of parcel 02-07-22-377-005.000-073. There are not any houses or accessory buildings within the Property.

NOTE: The Seller certifies that no substantial changes have occurred to the Property to reduce the value determined by the appraisals, as of the effective date of this Purchase Agreement.

EXPIRATION OF OFFER

This Purchase Agreement shall be returned to the City no later than 12 noon, on October 29, 2025, otherwise this Purchase Agreement shall be null and void and both parties shall be released from the transaction.

APPROVALS BY BOARD OF PUBLIC WORKS and COMMON COUNCIL

This transaction is subject to approval by both the Board of Public Works and the Common Council of the City of Fort Wayne, Indiana. In the event that either body does not approve this transaction, the transaction shall be terminated and both parties shall be released from this Purchase Agreement.

CLOSING

REAL PROPERTY PURCHASE AGREEMENT
Fort Wayne City Utilities

Closing Date:

The closing date for this transaction shall be on or before **January 30, 2026**, or this Agreement shall terminate unless an extension of time is mutually agreed to in writing. Any change in the closing date shall be agreed to in writing by both parties.

Location of Closing:

The closing shall be held at TBD located at TBD, Fort Wayne, Indiana.

Closing Fees:

All fees charged by the closing agent, including document preparation and recording fees shall be paid by the **City of Fort Wayne (Buyer)**.

EARNEST MONEY

The **City** as a policy does not pay earnest money.

METHOD OF PAYMENT

The entire amount shall be paid in cash.

Both parties agree that all funds delivered to the closing agent's escrow account shall be such that the closing agent shall be able to distribute all funds in accordance with I.C. 27-07-3.7-1 through 27-07-3.7-1-10, inclusive. Furthermore, all funds sent from one source, when the amount is **\$10,000.00** or greater, shall be sent in the form of an irrevocable wire transfer to the escrow account of the closing agent, and all funds under **\$10,000.00** from one source shall be guaranteed to be "Good Funds" as defined by the aforesaid Indiana Code.

POSSESSION

Possession of the Property shall be given to the Buyer at closing. If the Seller does not grant possession by the date and time stated above, the Seller shall pay the Buyer the amount of **\$20.00 (Twenty Dollars and Zero Cents)** per day as liquidated damages until possession is delivered to the Buyer. The Buyer shall have all other legal remedies available for use against the Seller, to the extent allowed by law.

PROPERTY MAINTENANCE

Lawn Mowing:

The Seller shall keep the lawn mowed so as to not violate tall grass/weed ordinances, and shall mow the grass within two (2) calendar days of possession by the Buyer, when the Buyer takes possession between April 1st and November 15th, subject to any drought conditions that may be present.

Notice of Defective Conditions:

The Seller certifies that no governmental agency has served notice ordering the repair or correction of any defective conditions.

The Seller shall maintain the Property in its present condition until the Buyer takes possession. The Buyer may inspect the Property prior to closing to determine whether there is compliance with this clause. The Seller shall remove all rubbish and personal property.

LOSS OR DAMAGE PRIOR TO CLOSING

In the event the Property is damaged by fire, flooding, storm, vandalism, earthquake, or any other cause, prior to the closing, the parties to this Purchase Agreement shall proceed as follows:

REAL PROPERTY PURCHASE AGREEMENT
Fort Wayne City Utilities

In the event any damage or destruction occurs, prior to closing, the Seller shall make all necessary repairs to return the Property to the condition it was in prior to the damage or destruction. The Seller shall maintain adequate property casualty insurance on the Property, and shall also be responsible for the payment of any and all insurance deductible(s). If the Property is not fully repaired prior to closing, the Buyer, at its choosing, may terminate this Agreement and the Seller shall return the earnest money, if any earnest money was given, to the Buyer within thirty (30) calendar days.

BOUNDARY SURVEY

The Buyer shall furnish the Seller a boundary survey performed in accordance with I.A.C. Title 865, Rule 12, for which the corner markers of the Property are established and marked prior to the closing date. The survey shall (i) be delivered prior to the closing; (ii) certified as of the current date; (iii) be reasonably satisfactory to the Seller; (iv) show the location of all visible improvements; (v) depict recorded easements identified by the current title commitment, and also items on the real property which indicate that an easement interest may have become established via unwritten rights; and (vi) depict the current flood zone designation of the Real Property as indicated on the current Flood Hazard Boundary Map maintained by the U.S. Department of Homeland Security, Federal Emergency Management Agency.

 X The survey shall be paid for by the Buyer.

FLOOD HAZARD AREA

The Buyer may not cancel this Purchase Agreement if the Property is located in a flood hazard zone.

OTHER USE LIMITATIONS

The Buyer may not terminate this Agreement if the Property is subject to building or use limitations defined by local zoning ordinances which materially affect the Buyer's intended use of the Property.

INSPECTIONS

The Buyer acknowledges that it has the right to obtain independent inspections disclosing the condition of the Property, including any buildings, and has been given the opportunity to order those inspections as a part of its due diligence efforts prior to concluding the transaction.

The Buyer reserves its right to conduct independent inspections. All inspections are at the Buyer's expense and shall be performed by licensed independent inspectors or qualified independent contractors that shall be chosen by the Buyer, and paid for their services by the Buyer.

The Seller shall make arrangements so that all areas of the Property, including any buildings, are open and accessible for inspection.

Inspections and Response Periods:

All inspections that Buyer intends to undertake shall be ordered by the Buyer immediately following the execution of this document. In the event that the presence of a defect is revealed, Buyer shall have 10 calendar days to respond to Seller in writing with regard to any such inspection, following which Buyer shall have 10 calendar days to request, obtain, and respond to Seller in writing with regard to any supplementary reports.

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Fort Wayne City Utilities

If the Buyer does not respond in writing to Seller within the above time periods with regard to a problem revealed in a report, or timely request a reasonable extension of time in writing, then the Property shall be deemed to be acceptable. Should either party fail to respond to an inspection response from the other within five calendar days, or timely request a reasonable extension of time in writing, then that inspection response is deemed accepted. Making a timely written request for an extension of time does not constitute acceptance of an inspection response, whether or not the request is granted.

In the event that Buyer reasonably believes that an inspection has revealed a defect with the Property, not disclosed by Seller prior to entering into this Purchase Agreement (and excluding routine maintenance and minor repair items), and the Seller fails to remedy the defect to the Buyer's reasonable satisfaction before closing, then Buyer may terminate this Purchase Agreement. Alternatively, Buyer may waive the right to have the defect cured prior to closing, or Buyer and Seller may agree to have the defect remedied following closing.

(Under Indiana law, a "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.)

DISCLOSURES

The Buyer has waived the "Seller's Residential Real Estate Sales Disclosure" form.

The "Lead-Based Paint Certification and Acknowledgment" form is **Not Applicable**.

TITLE WORK and DEED

Before closing, the Buyer shall be furnished with a title insurance commitment using the most current and comprehensive ALTA Owner's Title Insurance Policy available in an amount equal to the purchase price. In order to proceed with the transaction, the Seller shall have marketable title to the Real Property in the Seller's name. The Seller shall convey the fee simple title to the Property free and clear of any encumbrances and title defects, with the exception of any restrictions or easements of record not substantially interfering with the Buyer's planned use of the Property.

Title Insurance Fees:

The premium for the title insurance policy and all fees charged to prepare an Owner's Title Insurance Policy shall be paid by the Buyer.

The costs to resolve any title issues affecting the Property so that marketable title can be conveyed shall be paid by the Seller.

Type of Deed:

The conveyance of the Property shall be accomplished with a Warranty Deed, subject to easements, restrictive covenants, other encumbrances of record, and taxes.

REAL PROPERTY TAXES

All real property taxes that have been assessed for any prior calendar year that have not been paid shall be paid by the Seller. Real property taxes that have been assessed for the present year, that are

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Fort Wayne City Utilities

due and payable in the year after closing, shall also be paid by the Seller prorated up to the day immediately prior to the closing date.

For the purpose of determining the amount to be credited for accrued but unpaid taxes, the taxes shall be assumed to be the same as the most recent year for which taxes were billed based upon the certified tax rates. This settlement shall be final.

PRORATIONS for PUBLIC UTILITIES and SPECIAL ASSESSMENTS

Utilities and Garbage Services:

The Seller shall pay for all public utility and garbage service charges up to the last day of possession.

Shutting Off Utilities for Buildings to be Demolished:

The Seller shall cancel the accounts for all public utilities and garbage services no later than the last day of possession, and shall have the utilities shut off by the appropriate utility.

Special Assessments for Public Improvements:

The Seller shall pay any special assessments assessed against the Property for public improvements previously made by a governmental unit that benefit the Property. The Seller certifies that it has no knowledge of any proposed improvements which may result in assessments.

Public improvements that will benefit the Property that are not completed as of the closing date, but will result in an assessment against the Property shall be paid by the Buyer.

LEGAL JURISDICTION

This Purchase Agreement shall be interpreted under and according to the laws of the State of Indiana and shall be binding upon the Buyer and Seller, their respective heirs, successors, assigns administrators, executors, and legal representatives. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.

LEGAL FEES

A party to this Purchase Agreement who prevails in any legal proceeding against any other party brought in regard to this Purchase Agreement or associated transaction shall be allowed to recover court costs and reasonable attorney's fees from the other party, to the extent permitted by law.

SAVINGS CLAUSE

If any provision contained in this Agreement is found to be illegal or unenforceable in any respect, that determination shall not affect any other provision of this Purchase Agreement.

OTHER STIPULATIONS

- A. All funds payable in this transaction shall be paid at the closing.
- B. This Agreement constitutes the only agreement between the parties, supersedes any prior arrangements, understandings, or written or oral agreements between the parties with regard to this transaction, and cannot be changed without the written consent of each party.
- C. The Seller certifies that the Seller is not a "Foreign Person" (pertains to an individual entity) and, therefore, is not subject to the "Foreign Investment in Real Property Tax Act."
- D. Buyer discloses that it does not hold an Indiana Real Estate License.
- E. The Seller discloses that it holds Indiana Real Estate License #_____.

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ADDITIONAL CONDITIONS:

Security Fencing:

The proposed area of acquisition cuts across the southwesternmost portion of the existing enclosed lot fencing. A cost-to-cure estimate was obtained from Hoosier Fencing and is included in the offer amount.

Encroachment of Billboard Sign:

As an additional incentive to induce the Seller to sell the Property to the Buyer, the Buyer shall grant a permanent easement to the Seller so that the existing billboard sign, located south of the southeasternmost portion of the fenced-in lot area, may remain in place. Seller shall thus reserve and retain an easement over the Property on terms and conditions substantially similar to those set forth in Exhibit A attached hereto and incorporated herein.

This Purchase Agreement may be executed concurrently in two or more counterparts, each of which shall be considered as an original document, but all of which altogether shall be one and the same document. The parties stipulate that this Purchase Agreement may be transmitted between them by U.S. Postal Service, other service such as FedEx, courier, facsimile, or e-mail. The parties acknowledge that digitally or electronically transmitted signatures shall be considered as original signatures and are binding on the parties. The City shall keep possession of the original of the Purchase Agreement.

By signing below, the parties to this transaction acknowledge receipt of a copy of this Purchase Agreement, and agree to the conditions, requirements, and stipulations as stated.

SELLER APPROVAL and SIGNATURE(S):

This Purchase Agreement is ☒ **ACCEPTED** ☐ **REJECTED**.

Signature

RICKY RAVEN, VP
Printed Name & Title, if Applicable

Date: 10/29/2025

Signature

Printed Name & Title, if Applicable

Date: _____

Signature

Printed Name & Title, if Applicable

Date: _____

Signature

Printed Name & Title, if Applicable

Date: _____

Signature

Printed Name & Title, if Applicable

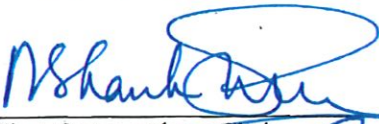
Date: _____

REAL PROPERTY PURCHASE AGREEMENT
Fort Wayne City Utilities

BUYER APPROVAL AND SIGNATURES:

BOARD OF PUBLIC WORKS

Date: 11.4.2025

BY: 
Shan Gunawardena, Chair

BY: 
Kumar Menon, Member

BY: 
Chris Guerrero, Member

ATTEST: 
Michelle Fulk-Vondran, Clerk

EXHIBIT A

GRANT OF EASEMENT	* UNITED STATES OF AMERICA
	*
	*
BY: CITY OF FORT WAYNE	* STATE OF INDIANA
TO: TLC PROPERTIES, LLC	* COUNTY OF ALLEN

This Grant of Easement ("Agreement") is made this [DAY] day of [MONTH], [YEAR], by and between CITY OF FORT WAYNE, whose address is [ADDRESS] ("Grantor"), and TLC PROPERTIES, LLC, a Louisiana limited liability company, whose address is 5321 Corporate Boulevard, Baton Rouge, LA 70808 (TIN: 72-0640751) ("Grantee").

The Grantor, its successors and assigns, do hereby grant, sell and convey unto Grantee, its successors and assigns, a perpetual easement for the location, construction and maintenance of the outdoor advertising structure or structures and all necessary or desirable appurtenances on, over and upon the following described real property:

[INSERT LEGAL DESCRIPTION]

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor herein grants a perpetual easement subject to the following terms and conditions:

Easement shall consist of a perpetual servitude of use that runs with the land and shall include the right to construct, service, maintain, improve, modify the sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, replace, or rebuild any outdoor advertising structure on the property described. This right shall include but not be limited to a right of ingress and egress, a right to install, repair, replace and maintain underground and/or above ground electrical service, a right to maintain telecommunication devices as it pertains to the advertising structure only and a right of view, prohibiting vegetation or improvements on the property described herein that would obstruct the view of advertising structure from the adjoining roadway. Grantor agrees that Grantee may trim any or all trees and vegetation in, on or about the Easement as often as Grantee deems necessary to prevent obstruction or to improve the appearance of the structure. Grantee, its successors and assigns hereby specifically hold Grantor, its successors and assigns, free and harmless from any damages or injuries to any person or

property caused by Grantee's construction or maintenance activities on the property described.

Grantor warrants that it is the sole record owner of the immovable property over which this Easement is created, that such property is not subject to any mortgages or liens, that such property is not encumbered by any restrictions, easements, covenants, leases or other rights that are in any way conflicting with or inconsistent with the conveyance herein made, and that Grantor has the right and authority to execute this Easement and to grant, sell and convey the real rights set forth herein to Grantee.

The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns, and legal representatives of Grantor and Grantee.

WITNESSES:

GRANTOR: CITY OF FORT WAYNE

BY: _____
[NAME, TITLE]

ACKNOWLEDGMENT

State of _____

County of _____

That on this day came before me the undersigned, a Notary Public, duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named _____ to me personally known, who stated that he is the _____ of _____, a _____, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said entity, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and official seal this _____ day of _____, _____.

Notary Public

Printed Name: _____

Notary No/Bar Roll No.: _____

My commission is: _____

This Instrument Prepared By:
James R. McIlwain
5321 Corporate Blvd
Baton Rouge, LA 70808

[illegible]

EASEMENT LEGEND

1. EASEMENT FOR THE USE OF THE HIGHWAY
2. EASEMENT FOR THE USE OF THE HIGHWAY
3. EASEMENT FOR THE USE OF THE HIGHWAY
4. EASEMENT FOR THE USE OF THE HIGHWAY
5. EASEMENT FOR THE USE OF THE HIGHWAY
6. EASEMENT FOR THE USE OF THE HIGHWAY
7. EASEMENT FOR THE USE OF THE HIGHWAY

CURVE TABLE

OWNERSHIP LEGEND
 ① = FILED LIT. F. 205
 ② = F. 4000

CERTIFICATION

[illegible]

LETTER UNDER THE SIGNATURE OF JOSEPH THOMAS TO THE
 NEW YORK STATE DEPARTMENT OF CORRECTIONS, ALBANY, N.Y.
 TO THE NEW YORK STATE DEPARTMENT OF CORRECTIONS, ALBANY, N.Y.
 TO THE NEW YORK STATE DEPARTMENT OF CORRECTIONS, ALBANY, N.Y.

[illegible][illegible]

ORIGINAL BOUNDARY SURVEY

CITY OF FORT WAYNE

PART OF BLOCK 3, INTERSTATE INDUSTRIAL PARK
WASHINGTON CIVIL TOWNSHIP, ALLEN CO., IN.

S1
SHEET 1 OF 2

SHEET 2 OF 2

[illegible]

- 1) 10 INCHES X 10 FEET EASEMENT (DOC. 10-000001)
- 2) 10 INCHES X 10 FEET EASEMENT (DOC. 10-000002)
- 3) 10 INCHES X 10 FEET EASEMENT (DOC. 10-000003)
- 4) 10 INCHES X 10 FEET EASEMENT (DOC. 10-000004)
- 5) 10 INCHES X 10 FEET EASEMENT (DOC. 10-000005)
- 6) 10 INCHES X 10 FEET EASEMENT (P.A. 10-000006)
- 7) 10 INCHES X 10 FEET EASEMENT FROM CENTER OF THE SECTION OF 10-000007

C1	C2
$R_{C1} = 54.37 \text{ R} / 150 \text{ R} / 154.5 \text{ R}$	$R_{C2} = 54.33 \text{ R} / 8 \text{ C} / 150 \text{ R}$
$A_{C1} = 123.27 \text{ M}$	$A_{C2} = 123.38 \text{ R} / 8 \text{ M}$
$C_{C1} = 121.37 \text{ M} / 127.6 \text{ R}$	$C_{C2} = 125.24 \text{ R}$
$O_{C1} = 122.95 \text{ (R)} / 126.27 \text{ (M)}$	$O_{C2} = 122.27 \text{ (R)} / 126.27 \text{ (M)}$

① = VALUE R.T. FLAG
(DOX, Z=K<000)

I HEREBY CERTIFY THAT THIS PAGE OF SURVEY REPRESENTS AN ORIGINAL SURVEY
 CONDUCTED UNDER AN EXISTING SURVEY AND THAT TO THE BEST OF MY
 KNOWLEDGE AND BELIEF AND IN ACCORDANCE WITH THE NATIONAL SURVEY
 REQUIREMENTS DURING THE TIME PERIOD, ARTICLE 1, RULE 15, SECTION 1 THROUGH 5
 OF THE INDIANA CONSTITUTION, 2002.

SURVEY NO. 12-15

FORWIT FOR THE STATE, IN / CITY OF INDIANA

DATED / /

IN WITNESS THEREOF, I SIGN AND DATE MY
 HAND AND SEAL THIS 27TH DAY OF FEBRUARY, 2002.



I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN
REASONABLE CARE TO RE-ENTER EACH SOCIAL SECURITY NUMBER IN
THIS DOCUMENT, UNLESS REQUIRED BY LAW.

[illegible][illegible]

ORIGINAL BOUNDARY SURVEY
CITY OF FORT WAYNE
PART OF BLOCK 3, INTERSTATE INDUSTRIAL PARK
WASHINGTON CIVIL TOWNSHIP, ALLEN CO.,



DRAWN BY: JT
CHECKED BY:
DATE: 2-2-85

S1
SHEET 1 OF 2

Interoffice Memo

Date: November 10, 2025
To: Common Council Members
From: Seth Weinglass, Program Manager – Capital Project Services – Telephone: 427-1330
RE: Purchase of 1.088 Acres of Vacant Land Located at 4511 Executive Blvd, Fort Wayne, IN 46808

Council Introduction Date: November 18, 2025—Council District #: 3

Background & supporting information:

City Utilities has reached an agreement to purchase 1.088 acres of undeveloped land south and west of the offices of Lamar Advertising on Executive Boulevard, north of West Coliseum Boulevard. The site will be used for drainage improvements to expand the capacity of the Lincolndale Drain, to increase its capacity and alleviate neighborhood flooding.

The property's owner, Wayne Scott, Inc., agreed to a purchase price of \$30,002.69. The attached map shows the area of land that City Utilities intends to purchase.

Implications of not being approved:

If City Utilities does not purchase this land, a different area of land will need to be purchased for the drain improvements, likely at higher cost.

Justification if prior approval is being requested: Not applicable

Funding source: Stormwater Revenue

Attachments:

- Purchase Agreement

CC: Matthew Wirtz
Eric Ruppert
Kristen Buell
Jacob Fowler
Jill Helfrich