

**A RESOLUTION APPROVING A PURCHASE AGREEMENT FOR THE ACQUISITION OF REAL PROPERTY LOCATED AT 2020 W COLISEUM BLVD, FORT WAYNE, INDIANA, FOR THE CITY OF FORT WAYNE, INDIANA (Approved and Executed by the Board of Public Works on February 24, 2026).**

**WHEREAS**, the City of Fort Wayne, by and through its Division of City Utilities (“CU”), wishes to acquire Real Property consisting of 2.185 acres of vacant land located at 2020 W. Coliseum Blvd., 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 (BOPW Res. No. 113-2-24-26-1) to acquire the Real Estate in the regularly-held meeting of the Board of Public Works on February 24, 2026; and

**WHEREAS**, the purchase price for the Real Estate is Seventy-Eight Thousand and 00/100 Dollars (\$78,000.00) (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,

1 is hereby agreed to and approved. The appropriate officials of the City of Fort  
2 Wayne are hereby authorized to execute all documents necessary to effectuate  
3 said purchase.

4 **SECTION 2.** This Resolution shall be in full force and effect from and  
5 after its passage and any and all necessary approval by the Mayor.  
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8 \_\_\_\_\_  
9 Council Member

10 APPROVED AS TO FORM AND LEGALITY

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14 Malak Heiny, City Attorney  
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BOPW resolution no. 113-2-24-26-1

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): Genuine Parts Company ("Seller")
Primary Telephone: Other Telephone:
Facsimile: E-mail: Jen\_garner@genpt.com

Mailing Address: 2999 Wildwood Parkway
City/Town: Atlanta, Georgia 30339

Property Address: 2020 W Coliseum Blvd
City/Town: Fort Wayne, Indiana 46808

Latest Deed of Record: Document Number 87-059163
Tax ID Number: 02-07-22-353-005.000-073
Land area of part being purchased: 2.185 acres (legal description and drawing attached)
Land area of total parcel: 6.68 acres

PURCHASE PRICE

The City agrees to pay to the Seller the total purchase amount of \$78,000.00 (Seventy-Eight Thousand Dollars) for the Property which includes a portion of parcel of 02-07-22-353-005.000-073. 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 February 18, 2026 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

Closing Date:
The closing date for this transaction shall be on or before May 26, 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.

**REAL PROPERTY PURCHASE AGREEMENT**  
**Fort Wayne City Utilities**

51        Closing Fees:

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

54

55        **EARNEST MONEY**

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

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58        **METHOD OF PAYMENT**

59            The entire amount shall be paid in **cash**.

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61            Both parties agree that all funds delivered to the closing agent's escrow account shall be such that  
62        the closing agent shall be able to distribute all funds in accordance with I.C. 27-07-3.7-1 through 27-  
63        07-3.7-1-10, inclusive. Furthermore, all funds sent from one source, when the amount is **\$10,000.00**  
64        or greater, shall be sent in the form of an irrevocable wire transfer to the escrow account of the  
65        closing agent, and all funds under **\$10,000.00** from one source shall be guaranteed to be "Good  
66        Funds" as defined by the aforesaid Indiana Code.

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68        **POSSESSION**

69            Possession of the Property shall be given to the Buyer at closing. If the **Seller** does not grant  
70        possession by the date and time stated above, the **Seller** shall pay the **Buyer** the amount of **\$28.00**  
71        (**Twenty Eight Dollars and Zero Cents**) per day as liquidated damages until possession is delivered  
72        to the **Buyer**. The **Buyer** shall have all other legal remedies available for use against the **Seller**, to  
73        the extent allowed by law.

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75        **PROPERTY MAINTENANCE**

76            Lawn Mowing:

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

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82            Notice of Defective Conditions:

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

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

89

90        **LOSS OR DAMAGE PRIOR TO CLOSING**

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

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

## REAL PROPERTY PURCHASE AGREEMENT

### Fort Wayne City Utilities

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#### BOUNDARY SURVEY

The **Buyer** shall furnish the **Seller** with 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.

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.

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.

**REAL PROPERTY PURCHASE AGREEMENT**  
**Fort Wayne City Utilities**

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

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158 (Under Indiana law, a "defect" means a condition that would have a significant adverse effect on  
159 the value of the Property, that would significantly impair the health or safety of future occupants of  
160 the Property, or that if not repaired, removed, or replaced, would significantly shorten or adversely  
161 affect the expected normal life of the premises.)

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**DISCLOSURES**

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

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

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**TITLE WORK and DEED**

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

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Title Insurance Fees:

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178 The premium for the title insurance policy and all fees charged to prepare an Owner's Title  
179 Insurance Policy shall be paid by the Buyer. The costs to resolve any title issues affecting the  
180 Property so that marketable title can be conveyed shall be paid by the Seller.

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Type of Deed:

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

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**REAL PROPERTY TAXES**

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187 All real property taxes that have been assessed for any prior calendar year that have not been paid  
188 shall be paid by the Seller. Real property taxes that have been assessed for the present year, that are  
189 due and payable in the year after closing, shall also be paid by the Seller prorated up to the day  
190 immediately prior to the closing date.

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

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**PRORATIONS for PUBLIC UTILITIES and SPECIAL ASSESSMENTS**

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Utilities and Garbage Services:

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

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**REAL PROPERTY PURCHASE AGREEMENT**  
**Fort Wayne City Utilities**

201     Shutting Off Utilities for Buildings to be Demolished:

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

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205     Special Assessments for Public Improvements:

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

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

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213     **TEMPORARY RIGHT OF ENTRY FOR PRE-CLOSING SITE WORK**

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215             As of the date of Seller's signature below, Seller hereby grants a temporary right of entry to  
216     Buyer (inclusive of its agents, employees, or assigns for purposes of this paragraph), on and across the  
217     Property, for the purpose of performing preliminary site work, including the removal of trees, shrubs, and  
218     other foliage (the "Impeding Vegetation") needed to access the site of future planned work on the  
219     Property. Buyer shall have no obligation to restore such Impeding Vegetation.

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221     **BUYER'S INDEMNIFICATION**

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223             To the fullest extent permitted by Indiana law, Buyer (the City of Fort Wayne) shall indemnify  
224     and hold harmless Seller and Seller's members, officers, employees, and agents from and against any and  
225     all claims, liabilities, losses, damages, costs, and expenses arising out of or related to:

- 226             • Buyer's inspections, testing, or entry onto the Property prior to Closing;
- 227             • Buyer's ownership, use, maintenance, repair, or operation of the Property after Closing; and
- 228             • Any violation of federal, state, or local law, ordinance, or regulation relating to the Property  
229             occurring after Closing;

230             This indemnification expressly includes, without limitation, any claims, costs, or liabilities arising  
231     from deferred maintenance, failure to maintain, or the condition of any building systems, structures,  
232     improvements, or grounds after Closing.

233             The indemnification provided herein is limited to indemnity for direct damages and expressly  
234     excludes indemnification for special, consequential, punitive, and incidental damages.

235             This indemnification also excludes any claims, liabilities, losses, damages, costs, or expenses  
236     arising as a result of the Seller's grossly negligent or intentional acts.

237             This indemnification obligation shall survive Closing and is not limited by any other provision of  
238     this Agreement. Nothing in this section shall be construed as a waiver of the City of Fort Wayne's  
239     statutory immunities, defenses, or limitations of liability under Indiana law.

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241     **NO CONTINUING OBLIGATIONS**

242             Except as expressly provided above, Seller shall have no continuing or post-closing obligations of  
243     any kind relating to the Property, including any duty to maintain, repair, or contribute to the upkeep or  
244     condition of the Property after Closing.

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246     **LEGAL JURISDICTION**

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

**REAL PROPERTY PURCHASE AGREEMENT**  
**Fort Wayne City Utilities**

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**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 # \_\_\_\_\_.

**ADDITIONAL CONDITIONS:**

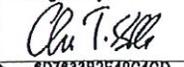
This Purchase Agreement may be executed concurrently in two or more counterparts, each of which shall be considered as an original document, but all of which altogether shall be one and the same document. The parties stipulate that this Purchase Agreement may be transmitted between them by U.S. Postal 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.

Seller shall grant a temporary easement using the form transmitted from Buyer to Seller on July 25, 2025, and in the location requested on such date. Execution of such instrument shall be concurrent with the conveyance of title contemplated herein.

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

Christopher T. Saha, Vice President, Company Counsel and Corp. E  
Date: 2/17/2026 | 11:44:23 AM E  
Printed Name & Title, if Applicable

**REAL PROPERTY PURCHASE AGREEMENT**  
**Fort Wayne City Utilities**

297 **BUYER APPROVAL AND SIGNATURES:**

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**BOARD OF PUBLIC WORKS**

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Date: 2.24.26

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BY:   
Shan Gunawardena, Chair

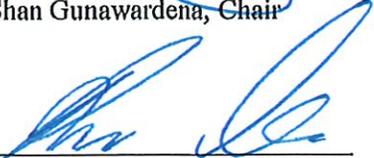
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BY:   
Kumar Menon, Member

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BY:   
Chris Guerrero, Member

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ATTEST:   
Michelle Fulk-Vondran, Clerk

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**ORIGINAL BOUNDARY SURVEY**  
 CITY OF FORT WAYNE  
 WASHINGTON CIVIL TOWNSHIP, ALLEN CO., IN.

**S1**  
 SHEET 1 OF 2

**LINE LEGEND**

- 1. 1" = 100' (THIS SCALE)
- 2. 1" = 200'
- 3. 1" = 400'
- 4. 1" = 800'
- 5. 1" = 1600'
- 6. 1" = 3200'
- 7. 1" = 6400'
- 8. 1" = 12800'
- 9. 1" = 25600'
- 10. 1" = 51200'
- 11. 1" = 102400'
- 12. 1" = 204800'
- 13. 1" = 409600'
- 14. 1" = 819200'
- 15. 1" = 1638400'
- 16. 1" = 3276800'
- 17. 1" = 6553600'
- 18. 1" = 13107200'
- 19. 1" = 26214400'
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- 22. 1" = 209715200'
- 23. 1" = 419430400'
- 24. 1" = 838860800'
- 25. 1" = 1677721600'
- 26. 1" = 3355443200'
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- 48. 1" = 14073748835532800'
- 49. 1" = 28147497671065600'
- 50. 1" = 56294995342131200'
- 51. 1" = 112589990684262400'
- 52. 1" = 225179981368524800'
- 53. 1" = 450359962737049600'
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- 56. 1" = 3602879701896396800'
- 57. 1" = 7205759403792793600'
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- 59. 1" = 28823037615171174400'
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- 65. 1" = 184467440737095516313600'
- 66. 1" = 368934881474191032627200'
- 67. 1" = 737869762948382065254400'
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- 90. 1" = 618970019642690137964955801600'
- 91. 1" = 1237940039285380275929911603200'
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- 93. 1" = 4951760157141521103719646412800'
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- 95. 1" = 19807040628566084414878585651200'
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- 109. 1" = 324518553658426727053370827312460800'
- 110. 1" = 649037107316853454106741754624921600'
- 111. 1" = 1298074214633706908213435411299443200'
- 112. 1" = 2596148429267413816426870822598886400'
- 113. 1" = 5192296858534827632853741645197772800'
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- 115. 1" = 2076918743413931053141496656691091200'
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- 242. 1" = 3533693632489054010315487822222222222222877302400'
- 243. 1" = 7067387264978108020630975644444444444444175464800'
- 244. 1" = 1



Interoffice Memo

Date: March 3, 2026  
To: Common Council Members  
From: Seth Weinglass, Program Manager – Capital Project Services – Telephone: 427-1330  
**RE: Purchase of 2.185 Acres of Vacant Land Located at 2020 W Coliseum Blvd, Fort Wayne, IN 46808**

**Council Introduction Date: March 10, 2026—Council District #: 3**

Background & supporting information:

City Utilities has reached an agreement to purchase 2.185 acres of undeveloped land north of the NAPA Auto Parts store located at 2020 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, Genuine Parts Company, agreed to a purchase price of \$78,000, which is less than 60% of the appraised value of the land. Overall, CUE has saved nearly \$143,000 in land acquisition costs on this project, as compared with appraised property values, by negotiating with the property owners.

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: CUE Revenue

Attachments:

- Purchase Agreement

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

**MONUMENT LEGEND**

- "X" = 5/8" REBAR SET, FLUSH WITH FINISH 7/8" DIA. ILL. FORM #1115 I.D. CAP
- "B" = CONC. R/W MARKER FND. (+1.9) 1.5" E. & 0.5" N., LEANING NORTH & 73.5 W. OF "S"
- "C" = 1" PIPE FND. FLUSH / 0.2 N.
- "D" = NOTHING FND.
- "E" = 5/8" REBAR FND. FLUSH WITH YELLOW "TAZIAN" I.D. CAP / 0.2 N.
- "F" = CONC. R/W MARKER FND. (+2.0) DAMAGED / 21.6 W. OF "E"
- "G" = 5/8" REBAR FND. (+0.5)
- "H" = 1" PIPE FND. (+0.7) / 13.3 S. OF "I"
- "I" = 5/8" REBAR FND. (+0.2) WITH YELLOW "HARPOLE" I.D. CAP
- "J" = 1/2" REBAR FND. (+0.5) / 1.2 E. & 22.3 S. OF COR.
- "K" = 5/8" REBAR FND. (+0.2) WITH YELLOW "TAZIAN" I.D. CAP 25.0 S. OF COR.
- "L" = 3/4" PIPE FND. (+0.3) / 5.0 W. & 1.3 N.
- "M" = 5/8" REBAR FND. (+0.2) / 0.5 S.
- "N" = 5/8" REBAR FND. (+0.1) WITH YELLOW "TAZIAN" I.D. CAP
- "O" = 5/8" REBAR FND. (+0.1)
- "P" = 5/8" REBAR FND., FLUSH WITH ORANGE FORM 0027 I.D. CAP
- "Q" = 1" PIPE FND. (+0.5)
- "R" = CONC. R/W MARKER FND. (+2.2) 1.6 E. & 0.5" N.
- "S" = 5/8" REBAR FND. (+0.1) WITH "SAUER" FORM 043 I.D. CAP
- "T" = 5/8" REBAR FND. (+0.2)
- "U" = 5/8" REBAR FND., FLUSH WITH ORANGE "ANDERSON FORM 254" I.D. CAP
- "V" = 5/8" REBAR FND. (+0.1) / 0.2 S.
- "W" = 5/8" REBAR FND. (+0.2) WITH ORANGE "BAST" I.D. CAP
- "Z" = 5/8" REBAR FND. (+0.1) WITH DAMAGED YELLOW I.D. CAP
- "AA" = 5/8" PIPE FND. (+0.2)
- "BB" = 5/8" REBAR FND.

**EASEMENT LEGEND**

- [1] 30' INGRESS & EGRESS EASEMENT (DOC. 91-036995)
- [2] 15' L & M EASEMENT (DOC. 71-19538)
- [3] 20' DRAINAGE EASEMENT (DOC. 87-023824)
- [4] 30' DRAINAGE EASEMENT (DOC. 87-023824)
- [5] 20' INGRESS & EGRESS EASEMENT (DOC. 94-661997)
- [6] 14' UTILITY & DRAINAGE EASEMENT (P.B. 26 PG. 45)
- [7] 75' LEGAL DRAIN EASEMENT FROM CENTER OF TILE AND/OR TOP OF BANK

**CURVE TABLE**

CL	RAO	Δ	PI	CA
1	544.63 C / 545 P / 544.6 R	62	RAO = 544.63 R. & C / 545 P.	
2	122.21 M		AL = 155.88 R. & M.	
3	121.95 M / 121.9 R		OL = 155.24 M.	
4	50.93 E (3) / 50.93 W (4)		CA = 159.142 W (M)	

**OWNERSHIP LEGEND**

- ① - ARLENE RUTH F&S (DOC. 201846565)

**CERTIFICATION**

I HEREBY CERTIFY THAT THIS SURVEY REPRESENTS AN ORIGINAL SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF WAS EXECUTED IN ACCORDANCE WITH THE INDIANA SURVEY REQUIREMENTS DEFINED IN TITLE 36, ARTICLE 1, RULE 11, SECTIONS 1 THROUGH 30 OF THE INDIANA ADMINISTRATIVE CODE.

SURVEY NO: 22-1174  
 PREPARED FOR: GENUINE PARTS COMPANY / CITY OF FORT WAYNE  
 DATE OF FIELDWORK: 1/23/2025, 1/24/2025, 2/11/2025, 2/14/2025 & 2/25/2025  
 IN WITNESS WHEREOF, I HEREIN PLACE MY HAND AND SEAL THIS 25TH DAY OF FEBRUARY, 2025.



*Niten V. Triple*  
 NITEN V. TRIPLE, PS  
 INDIANA REGISTERED LAND SURVEYOR NO. LSS060013

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

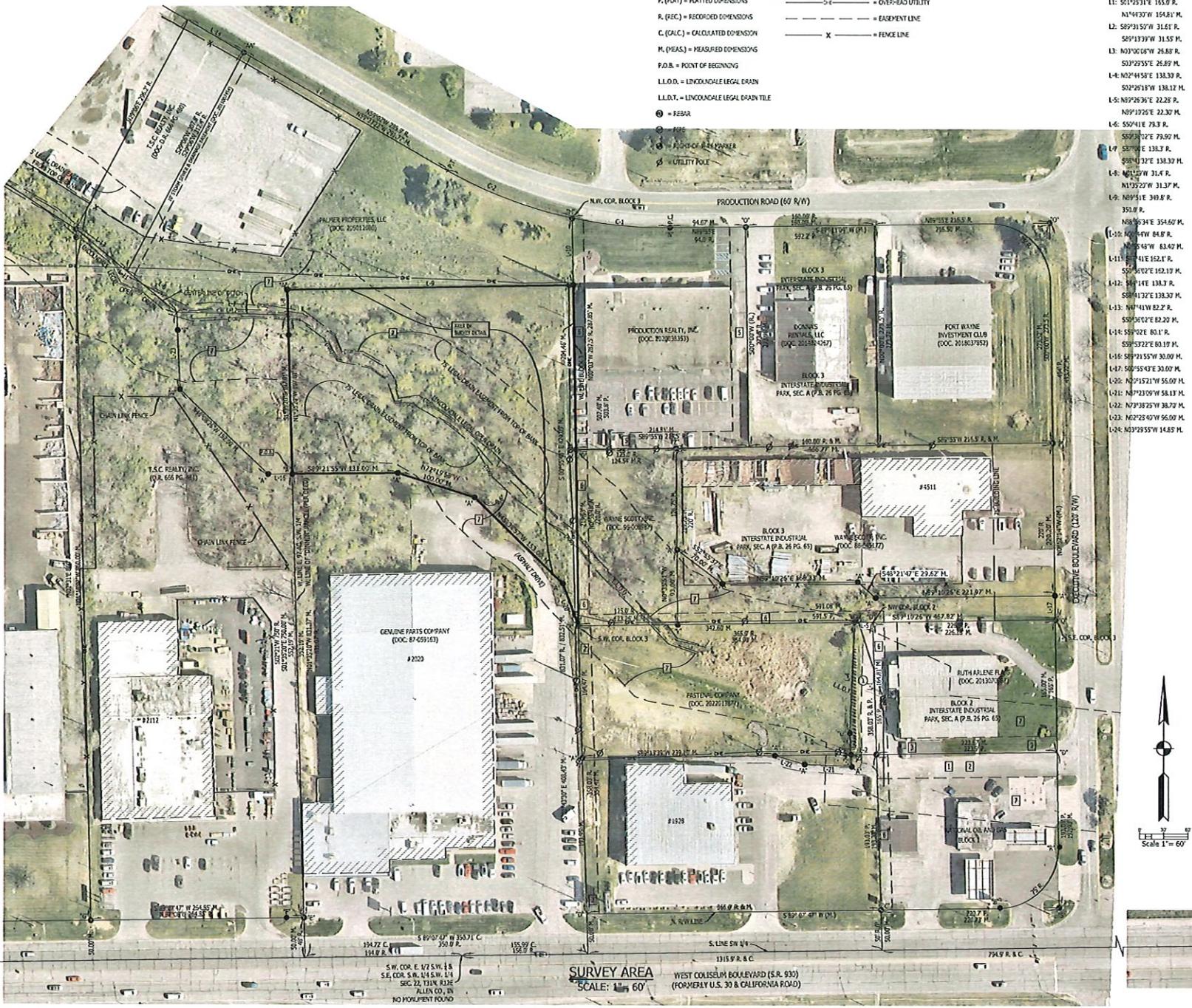


**SYMBOLS LEGEND**

- P, (PLAT) = PLATTED DIMENSIONS
- R, (REC) = RECORDED DIMENSIONS
- C, (CALC) = CALCULATED DIMENSION
- M, (MEAS) = MEASURED DIMENSIONS
- P.O.B. = POINT OF BEGINNING
- L.L.O.D. = LINDCOLDALE LEGAL DRAIN
- L.L.D.T. = LINDCOLDALE LEGAL DRAIN TIE
- ⊙ = REBAR
- ⊙ = PIPE
- ⊙ = POINT OF AN ANCHOR
- ⊙ = UTILITY POLE
- +— = OVER-HEAD UTILITY
- - - - = EASEMENT LINE
- X = FENCE LINE

**LINE LEGEND**

- L1: S01°25'31"E 165.0' R.
- L1: N1°43'37"W 154.81' M.
- L2: S89°31'57"W 31.61' R.
- L3: S01°13'39"W 31.55' M.
- L3: N03°00'48"W 26.88' R.
- L3: S03°29'55"E 26.89' M.
- L4: N02°44'58"E 138.33' R.
- L5: N59°29'18"W 138.12' M.
- L5: N59°29'26"E 22.28' P.
- L6: N09°19'26"E 22.30' M.
- L6: S57°41'E 73.3' R.
- L6: S57°41'E 73.97' M.
- L7: S37°01'E 138.3' R.
- L8: S01°13'E 138.33' M.
- L8: N01°12'W 31.4' R.
- L8: N1°32'27"W 31.37' M.
- L9: N09°51'E 349.8' R.
- L9: S51.0' P.
- N58°56'34"E 354.60' M.
- L10: N01°44'W 84.8' R.
- L10: N01°45'W 83.42' M.
- L11: S01°41'E 162.1' P.
- S55°50'2"E 162.10' M.
- L12: S01°41'E 138.3' M.
- S89°13'2"E 138.30' M.
- L13: N01°41'W 82.2' R.
- S59°52'2"E 82.2' M.
- L14: S59°52'E 80.1' R.
- S59°52'2"E 80.10' M.
- L16: S89°21'55"W 30.00' M.
- L17: S89°55'43"E 30.00' M.
- L18: N01°52'17"W 56.00' M.
- L11: N01°31'09"W 58.13' M.
- L21: N01°38'25"W 38.70' M.
- L23: N02°28'40"W 56.00' M.
- L24: N01°29'55"W 148.5' M.



**ORIGINAL BOUNDARY SURVEY**  
 CITY OF FORT WAYNE  
 WASHINGTON CIVIL TOWNSHIP, ALLEN CO., IN.

REV	DATE	DESCRIPTION

DESIGN BY: DT  
 CHECKED BY: NT  
 DATE: 2-11-25  
 SURVEY NO: 22-1174

**S1**  
 SHEET 1 OF 2

S:\2022 Projects\22-1174 - Project - Lindcoldale - Stormwater - CAD\Original Survey Plans\22-1174 - GENUINE PARTS - 2/28/2025 - A&Z

DATE	BY	DESCRIPTION

DRAWN BY: DT  
 CHECKED BY: NT  
 DATE: 2/21/25  
 SURVEY NO: 22-1174

**SURVEYOR'S REPORT**

IN ACCORDANCE WITH TITLE 36, ARTICLE 1, RULE 2.1 OF THE INDIANA ADMINISTRATIVE CODE, THE FOLLOWING SURVEYOR'S REPORT IS SUBMITTED REGARDING THE VARIOUS UNCERTAINTIES IN THE LOCATIONS OF THE LINES AND CORNERS ESTABLISHED AND/OR REFERRED FOR A SUBJECT PARCEL AS A RESULT OF:

- VARIANCES IN REFERENCE MONUMENTS
- DISCREPANCIES IN RECORD DESCRIPTIONS AND/OR PLATS
- IRREGULARITIES IN NUMBER OF OCCUPATION AND/OR POSSESSION
- RANDOM ERRORS IN MEASUREMENT RELATIVE TO THE POSITIONAL ACCURACY

IN THOSE INSTANCES WHERE THE VARIANCES IN RECORD DESCRIPTIONS VERSUS MEASURED DIMENSIONS ARE LESS THAN THE RELATIVE POSITIONAL ACCURACY AND LESS THAN THE UNCERTAINTY IN REFERENCE MONUMENTS, AS STATED BELOW, THESE DIFFERENCES ARE CONSIDERED INSIGNIFICANT AND ARE ONLY SHOWN ON THIS PLAT FOR SURVEY FOR THE PURPOSES OF MATHEMATICAL CLOSURE. IN THOSE INSTANCES WHERE THE VARIANCES IN RECORD DESCRIPTIONS VERSUS MEASURED DIMENSIONS ARE GREATER THAN THE RELATIVE POSITIONAL ACCURACY AND GREATER THAN THE UNCERTAINTY IN REFERENCE MONUMENTS, AS STATED BELOW, THESE DIFFERENCES ARE DISCUSSED BELOW. SIMILARLY, IT SHOULD BE NOTED THAT SOME OF THE MONUMENTATION FOUND AND SHOWN ON THIS PLAT OF SURVEY IS LOCATED NEAR, BUT NOT PRECISELY AT, THE RECORD LOCATIONS OF THE BOUNDARY CORNERS AND WILL ONLY BE REFERENCED BY THE ORIGINAL LOCATION OF SAID MONUMENTATION IF GREATER THAN THE AFORESAID UNCERTAINTIES. NO DIMENSIONS ON THIS PLAT OF SURVEY CAN BE INTERPRETED TO BE A GREATER PRECISION THAN THE RELATIVE POSITIONAL ACCURACY STATED BELOW.

**RELATIVE POSITIONAL ACCURACY**  
 THE RELATIVE POSITIONAL ACCURACY, DUE TO RANDOM ERRORS IN MEASUREMENT, OF THE CORNERS OF THIS SURVEY ARE WITHIN THE SPECIFICATIONS FOR A "URBAN SURVEY" (4.7 FEET PLUS 50 PERCENT AS DISTANCE) PER THE 2018 NATIONAL STANDARD DETAIL REQUIREMENTS FOR ALL SURVEYS AND BY TITLE 36, ARTICLE 1, RULE 12, SECTION 2 OF THE INDIANA ADMINISTRATIVE CODE.

**PURPOSE OF SURVEY**  
 THE PURPOSE OF THIS PLAT OF SURVEY IS TO PERFORM AN ORIGINAL SURVEY OF A PORTION OF THAT REAL ESTATE DESCRIBED IN A DEED DATED FROM CENTRAL MOTOR PARTS COMPANY TO GENUINE PARTS COMPANY, DATED 11/24/1977, RECORDED 121-1187, AS DOCUMENT # 27659183, IN THE OFFICE OF THE RECORDER OF ALLEN COUNTY, INDIANA. THE LOCATION OF THE PROPOSED BOUNDARY LINES WERE DETERMINED BY A&Z ENGINEERING, LLC'S DESIGN TEAM AND THE CITY OF FORT WAYNE.

**BASE OF RECORD**  
 THE BASIS OF RECORD FOR THIS PLAT OF SURVEY IS BASED UPON THE INDIANA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83. THE SUBJECT SURVEY WAS PERFORMED UTILIZING A TOPCON HIRER GPS ROVER CONNECTED TO THE BOOTH KODAK R16 GPS NETWORK AND SURVEY METHODS UTILIZING A TOPCON ROBOTIC TOTAL STATION. ALL DISTANCES ARE IN FEET AND DECIMAL FRACTIONS THEREOF.

**AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS**  
 THE RECORDED PLAT OF INTERSTATE INDUSTRIAL PARK, SECTION "A" WAS PREPARED BY H.K. GOTTSCHEK, CIVIL ENGINEER, DATED 1/9/1961, RECORDED 61-361, AS PLAT RECORDED 25 PAGES 5647, MAKES NO MENTION OF AND/OR REFERENCE TO THE TYPE, SIZE AND MATERIAL OF THE MONUMENTATION ORIGINALLY SET BY GOTTSCHEK AT THE TIME OF PLATING.

**NO INFORMATION FOR THE LOCATION OF ANY SECTION AND/OR QUARTER SECTION CORNERS FOR THE SOUTH-WEST QUARTER OF SECTION 22, TOWNSHIP 31 NORTH, RANGE 12 EAST, WASHINGTON CIVIL TOWNSHIP, ALLEN COUNTY, INDIANA, COULD BE LOCATED IN THE ALLEN COUNTY SURVEYOR'S CONVEYANCE RECORDS. THE SOUTH-EAST AND SOUTH-WEST CORNER OF SAID QUARTER SECTION LINE IS WITHIN THE WEST ROAD TRAVEL LINES FOR WEST COLLEGE BOULEVARD (S.A. 303). THIS IS A HIGH TRAFFIC AREA THAT WOULD REQUIRE MAINTENANCE OF TRAFFIC TO SEARCH FOR SAID CORNERS. IT IS BELIEVED THE SUBJECT CORNERS HAVE BEEN PAVED OVER AND/OR DESTROYED. NUMBER 8 RECORDED BOUNDARY SURVEYS IN THE PROJECT AREA, AS REFERENCED BELOW, IN THE PROJECT AREA ALSO INDICATE THE NO EXISTING SURVEY MONUMENTATION WAS FOUND FOR THESE CORNERS. THE AFORESAID RECORDED PLAT OF INTERSTATE INDUSTRIAL PARK, SECTION "A" INDICATES THE SECTION LINE IS 50 FEET SOUTH OF THE SOUTH LINE OF SAID SECTION.**

AN ABNACONCE OF UNLACED FOR MONUMENTATION WAS FOUND TO EXIST FOR THE CORNERS OF THE PARCELS AND LOTS WITHIN THE PROJECT AREA, WHICH CONSISTED OF VARIOUS TYPES, SIZES AND MATERIALS. THE MONUMENTATION FOUND IN THIS SURVEY IS CONSIDERED TO BE "LOCAL CORNERS", DUE TO A LACK OF ORIGINAL MONUMENTATION FOR THE ORIGINAL PLAT SUBJECT TO UNCOVERED EVIDENCE REGARDING THE TRUE LOCATION OF SAID CORNERS. THE UNCERTAINTY FOR ALL CORNERS IS NOT PRECISELY DETERMINABLE BECAUSE OF THE REFERENCE TO LOCAL CORNERS. THESE MONUMENTS ARE CONSIDERED MONUMENTS OF CONVEYANCE AND HAVE BEEN HISTORICALLY HELD BY PREVIOUS SURVEYS.

IT SHOULD BE NOTED THAT THE CURRENT DEED OF RECORD FOR THE ABOVEMENTIONED PARCEL ONLY CALLS FOR MONUMENTS AT THE NORTH-WEST AND NORTH-EAST CORNERS OF SAID TRACT (IRON PINS). THESE CALLED FOR MONUMENTS WERE NOT LOCATED.

THERE IS NO DOCUMENTED HISTORY FOR ANY OF THE MONUMENTATION SHOWN ON THIS PLAT OF SURVEY, UNLESS NOTED OTHERWISE.

THE ORIGIN OF THE MONUMENTATION SHOWN ON THIS PLAT OF SURVEY IS NOT KNOWN UNLESS NOTED OTHERWISE.

**DISCREPANCIES IN RECORDED DESCRIPTIONS AND/OR PLATS**  
 THE CAPTION FOR THE RECORD DESCRIPTION OF THE PARENT TRACT STATES "6.88 ACRES OF LAND IN THE SOUTH-WEST CORNER OF THE EAST 82 ACRES OF LAND IN THE SOUTH-WEST 1/4 OF SECTION 22, AS STATED ABOVE, THERE IS A LACK OF SECTION AND QUARTER SECTION CORNERS FOR SECTION 22 AND THE LOCATION OF SAID EAST 82 ACRES OF THE SOUTH-WEST QUARTER OF SAID SECTION COULD NOT BE ACCURATELY DETERMINED."

IT SHOULD BE NOTED THAT THERE IS A POINT OF DEFLECTION ON THE EAST LINE OF THE PARENT TRACT BY EXISTING SURVEY MONUMENTATION FOUND AT THE SOUTH-WEST CORNER OF BLOCK 3 IN "INTERSTATE INDUSTRIAL PARK, SECTION "A", AS DOCUMENTED ON THE ANDERSON SURVEY REFERENCED BELOW. THE RECORD DESCRIPTION FOR SAID PARCEL DOES NOT REFLECT A POINT OF DEFLECTION ALONG SAID EAST LINE. SAID POINT OF DEFLECTION IS APPROXIMATELY 3.8 FEET AT THE SOUTH-WEST CORNER OF BLOCK 3.

0.72 FEET, MORE OR LESS, PER VARIANCE IN RECORDED VERSUS MEASURED DIMENSIONS RELATIVE TO THE SOUTH LINE OF THE PARENT TRACT.

0.30 FEET, MORE OR LESS, PER VARIANCE IN RECORDED VERSUS MEASURED DIMENSIONS RELATIVE TO THE WEST LINE OF THE PARENT TRACT.

4.80 FEET, MORE OR LESS, PER VARIANCE IN RECORDED VERSUS MEASURED DIMENSIONS RELATIVE TO THE NORTH LINE OF THE PARENT TRACT.

1.44 FEET, MORE OR LESS, PER VARIANCE IN RECORDED VERSUS MEASURED DIMENSIONS RELATIVE TO EAST LINE OF THE PARENT TRACT.

DISCREPANCIES IN RECORDED DIMENSIONS VERSUS MEASURED DIMENSIONS EXIST, AS SHOWN ON THIS PLAT OF SURVEY.

DISCREPANCIES IN PLATTED DIMENSIONS VERSUS MEASURED DIMENSIONS EXIST, AS SHOWN ON THIS PLAT OF SURVEY.

ALL LINE AND ANGULAR DIMENSIONS SHOWN HEREON ARE CALCULATED FROM COORDINATE POSITIONS UNLESS OTHERWISE NOTED.

**DISCREPANCIES IN THE LINES OF OCCUPATION AND/OR POSSESSION**  
 84 FEET, MORE OR LESS, PER THE LOCATION OF AN ASPHALT PARKING LOT ALONG A SOUTHWESTERLY LINE OF THE SUBJECT PARCEL (153.00 FOOT COURSE).

NOTE THE LOCATION OF THE OVERHEAD UTILITIES ALONG THE NORTH AND EAST LINES OF THE PARENT TRACT, AS SHOWN ON THE PLAT OF SURVEY.

NO PHOTO, EVIDENCE AND/OR TESTIMONY, REGARDING THE ABOVEMENTIONED DISCREPANCIES IN THE LINES OF OCCUPATION AND/OR POSSESSION, WAS PRESENTED TO A&Z ENGINEERING, LLC DURING THE COURSE OF THIS PLAT OF SURVEY.

THERE MAY BE UNLITENED RIGHTS ASSOCIATED WITH THE ABOVEMENTIONED UNCERTAINTIES DISCUSSED AND THE CLIENT SHOULD ASSUME THAT THERE IS AN AMOUNT OF UNCERTAINTY IN THE LOCATION OF THE BOUNDARY LINES, WHICH IS EQUIVALENT TO THE DISCREPANCIES IN THE LINES OF OCCUPATION AND/OR POSSESSION SHOWN ON THIS PLAT OF SURVEY.

**TITLE OF LOCATION**  
 FOR THE PURPOSES OF THIS SURVEY, THE LOCATION OF THE SOUTH LINE AND THE SOUTH-EAST CORNER OF SAID SECTION 22 WAS ESTABLISHED BASED UPON THE RECORDED DIMENSIONS FOR THE PARENT TRACT AND AS LINE BEING 50 FEET SOUTH OF THE SOUTH LINE OF SAID INTERSTATE INDUSTRIAL PARK, SECTION "A".

THE WEST LINE OF BLOCK 3 IN INTERSTATE INDUSTRIAL PARK, SECTION "A" WAS RETRACED IN THIS SURVEY BASED UPON THE EXISTING SURVEY MONUMENTATION FOUND ALONG SAID LINE. AS DOCUMENTED ON AN ORIGINAL SURVEY OF A 103-ACRE PARCEL PERFORMED BY ANDERSON SURVEYS, INC., CERTIFIED BY MICHAEL C. VOCCO, P.E., P.S., DATED 11/20/21, SURVEY #1748-124, AS DOCUMENT # 27659183, IN THE OFFICE OF THE RECORDER OF ALLEN COUNTY, INDIANA.

THE WEST LINE OF THE PARENT TRACT WAS RETRACED IN THIS SURVEY ON THE BASIS OF SURVEY MONUMENTATION FOUND AT ALONG SAID LINE, AS DOCUMENTED ON THE "TAZAN" AND "YARPOLE" SURVEY REFERENCED BELOW.

THE NORTHWEST CORNER OF THE PARENT TRACT WAS RETRACED IN THIS SURVEY BASED UPON A CALCULATED LOCATION OF A HISTORICAL LOCATION OF A 5' REBAR FOUND BEING LOCATED 56.37 FEET NORTH OF A 5' REBAR FOUND WITH A "TAZAN" I.D. CAP ("X" IN MONUMENT LEGEND), AS DOCUMENTED ON SAID "TAZAN" SURVEY.

THE NORTH LINE OF THE PARENT TRACT WAS RETRACED IN THIS SURVEY BASED UPON A CALCULATED LOCATION OF THE AFORESAID CALCULATED LOCATION OF THE NORTHWEST CORNER EASTERLY THROUGH A 3/4" PIPE FOUND ("O" IN MONUMENT LEGEND) THAT WAS EXTENDED EAST TO INTERSECT THE WEST LINE OF AFORESAID BLOCK 3. SAID PIPE WAS LOCATED 30.52 FEET WEST OF SAID NORTHWEST CORNER AND THE RECORDED DIMENSION OF SAID NORTH LINE IS 353.0 FEET.

THE SOUTHERLY LINES OF THE SUBJECT PARCEL, HERE ESTABLISHED AT THOSE LOCATIONS BASED UPON THE DESIGN PLANS PREPARED BY A&Z ENGINEERING, LLC IN COOPERATION WITH THE CITY OF FORT WAYNE - CIVIL UTILITIES ENGINEERING.

**REFERENCE DOCUMENTS**  
 ORIGINAL SURVEY OF A 103-ACRE PARCEL, PERFORMED BY ANDERSON SURVEYS, INC., CERTIFIED BY MICHAEL C. VOCCO, P.E., P.S., DATED 6/19/21, SURVEY #1748-124, RECORDED 20/21/24, AS DOCUMENT # 27659183, IN THE OFFICE OF THE RECORDER OF ALLEN COUNTY, INDIANA.  
 RETRACEMENT SURVEY OF A 103-ACRE AND 0.58-ACRE "E.C. REALTY, INC." PARCELS PERFORMED BY E.K. TAYLOR ASSOCIATES, INC., CERTIFIED BY ZOHAN K. TAYAN, PE, P.S., DATED 11/20/21, SURVEY #1748-124, RECORDED 19/21/28, AS DOCUMENT # 27659183, IN THE OFFICE OF THE RECORDER OF ALLEN COUNTY, INDIANA.  
 20' PAVING RESURFACING SURVEY OF THE 47' 84-02E "E.C. REALTY, INC." PARCEL PROVIDED BY J.H. LAND SURVEYING, INC., JAMES L. HARPOLE, P.S., DATED 2/12/20, NETWORK REFERENCE #25532424.

**MISCELLANEOUS NOTES**

- THE CONVEYANCE FOR TITLE INSURANCE RELATIVE TO THE SUBJECT PARENT TRACT, WAS NOT PROVIDED TO A&Z ENGINEERING, LLC. AS OF THE DATE OF THIS PLAT OF SURVEY, THE PLAT OF SAID SURVEY IS SUBJECT TO ALL UNLITENED RIGHTS AFFECTING THE SUBJECT PARCEL AND USE AND/OR ZONING REGULATIONS, RESTRICTIONS AND PROVISIONS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH DATING BACK TO THE HISTORICAL ORIGIN OF THE SUBJECT PARCEL. THERE MAY EXIST COVENANTS OF PRECEDENT AND/OR NOT OF RECORD THAT COULD AFFECT THE SUBJECT PARCEL. A&Z ENGINEERING, LLC SHOULD INADVERTENTLY BE NOTIFIED OF ANY ACTIONS AND/OR RECORDS THAT MAY BE REQUIRED TO THIS PLAT OF SURVEY.
- THE LOCATIONS OF UNDERGROUND UTILITIES ARE NOT KNOWN AND/OR SHOWN. IT SHOULD BE NOTED THAT INDIANA 811 (800-368-2424) AND ALL NON-PARTICIPATING UTILITY COMPANIES SHOULD BE CONTACTED 48 HOURS PRIOR TO ANY SORT OF EXCAVATION AND/OR CONSTRUCTION IN ORDER TO DETERMINE THE LOCATION OF UNDERGROUND UTILITIES.
- NOTE THE LOCATION OF THE UNLACED LEGAL OPEN DRAIN AND UNLACED LEGAL DRAIN TILE AND THE 75 FT. LEGAL DRAIN EASEMENTS SHOWN ON THE PLAT OF SURVEY. IT SHOULD BE NOTED THAT PRIVATE DRAINAGE TILES AND/OR NATURAL DRAINAGE CHANNELS MAY EXIST WITHIN THE PROJECT AREA THAT COULD HAVE AN IMPACT ON ANY PROPOSED DEVELOPMENT.
- AS TO BASE FLOOD AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED AND/OR CONSIDERED TO BE A PART OF THIS PLAT OF SURVEY. STATEMENTS PERTAINING TO ENVIRONMENTAL MATTERS AND/OR THE EXISTENCE OF WETLANDS WILL NOT BE MADE BY A&Z ENGINEERING, LLC. A FIRM SPECIALIZING IN ENVIRONMENTAL MATTERS AND/OR WETLAND DELINEATION SHOULD BE CONTACTED IN ORDER TO ADDRESS THESE POTENTIAL AREAS OF CONCERN.
- THE CITY OF FORT WAYNE AND/OR ALLEN COUNTY PLANNING DEPARTMENT SHOULD BE CONSULTED PRIOR TO CONCEPTUAL SITE PLANNING AND/OR PAVING PROPOSED STRUCTURES IN ORDER TO ENSURE COMPLIANCE WITH THE CURRENT ZONING ORDINANCE AND DEVELOPMENT STANDARDS.
- THE ALLEN COUNTY SURVEYOR'S OFFICE AND THE CITY OF FORT WAYNE SHOULD BE CONSULTED PRIOR TO CONCEPTUAL SITE PLANNING AND/OR PAVING PROPOSED STRUCTURES, IN ORDER TO ENSURE COMPLIANCE WITH ALL DRAINAGE REQUIREMENTS AND ISSUES.

**MONUMENT LEGEND**

- "X" = 5" REBAR SET, FLUSH WITH PINK "AZZ ENG LIG FRM #0115" I.D. CAP
- "E" = CONC. R/W MARKER FND. (1.5'), 1.5E. & 0.8 N., LEADING NORTH 7.13 S. OF "S"
- "C" = 1" PIPE FND, FLUSH 0.2 N.
- "O" = NOTING FND.
- "T" = 5" REBAR FND, FLUSH WITH YELLOW "TAZAN" I.D. CAP / 0.2 N.
- "S" = CONC. R/W MARKER FND. (+2.0) DAMAGED / 21.6 W. OF "T"
- "O" = 5" REBAR FND. (0.5)
- "X" = 1" PIPE FND. (+0.7) / 10.3 S. OF "T"
- "T" = 5" REBAR FND. (+0.2) WITH YELLOW "HARPOLE" I.D. CAP
- "Y" = 1/2" REBAR FND. (+0.5) / 1.2 E. & 2.2 S. OF COR.
- "X" = 5" REBAR FND. (+0.2) WITH YELLOW "TAZAN" I.D. CAP 25.9 S. OF COR.
- "L" = 3/4" PIPE FND. (0.3) / 5.8 W. & 1.3 N.
- "X" = 5" REBAR FND. (0.2) / 0.4 S.
- "X" = 5" REBAR FND. (0.1) WITH YELLOW "TAZAN" I.D. CAP
- "O" = 5" REBAR FND., FLUSH WITH ORANGE FRM #0072 I.D. CAP
- "O" = 1" PIPE FND. (0.5)
- "X" = CONC. R/W MARKER FND. (+2.2) 1.6 E. & 0.5 N.
- "S" = 5" REBAR FND. (0.1) WITH "SAUER" FRM #04 I.D. CAP
- "T" = 5" REBAR FND. (0.2)
- "X" = 5" REBAR FND., FLUSH WITH ORANGE "ANDERSON FRM 25A" I.D. CAP
- "X" = 5" REBAR FND. (0.1) / 0.2 S.
- "X" = 5" REBAR FND. (+0.2) WITH ORANGE "MAST" I.D. CAP
- "X" = 5" REBAR FND. (+0.1) WITH DAMAGED YELLOW I.D. CAP
- "A" = 5" REBAR FND. (0.2)
- "O" = 5" REBAR FND.

**LINE LEGEND**

- L1: 5012931'E 155.9 F.
- N14430'W 164.81 F.
- S89135'W 31.61 F.
- S89133'W 31.55 F.
- L3: N03700'W 26.58 F.
- S02255'E 26.59 F.
- L4: N02415'E 138.30 F.
- S02251'W 138.12 F.
- L5: N89263'E 22.28 F.
- N89172'E 22.30 F.
- L6: S5014'E 79.3 F.
- S50102'E 79.59 F.
- L7: S8700'E 138.3 F.
- S88413'E 138.30 F.
- L8: N0119'W 31.4 F.
- N1320'W 31.37 F.
- L9: N6951'E 348.8 F.
- 353.0 F.
- N88563'E 354.67 F.
- L10: N0074'W 64.8 F.
- N0258'W 62.47 F.
- L11: S4741'E 162.1 F.
- S50302'E 152.10 F.
- L12: S8714'E 138.3 F.
- S88413'E 138.30 F.
- L13: N4741'W 62.2 F.
- S50302'E 62.20 F.
- L14: S5902'E 80.1 F.
- S59532'E 80.17 F.
- L15: S89215'W 30.00 F.
- L17: S0055'W 30.00 F.
- L20: N091521'W 55.00 F.
- L21: N87230'W 58.18 F.
- L22: N731825'W 38.77 F.
- L23: N0228'W 56.00 F.
- L24: N02255'W 14.85 F.

**SYMBOLS LEGEND**

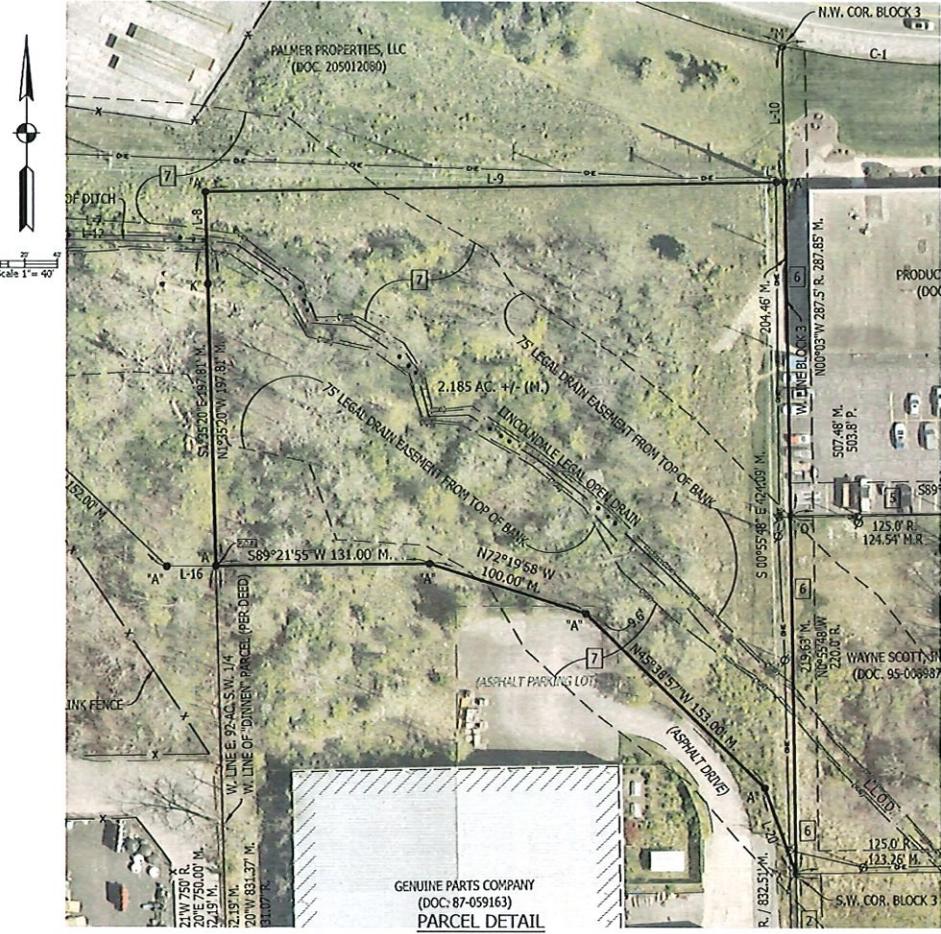
- R (PLAT) = PLATTED DIMENSIONS
- R (REC) = RECORDED DIMENSIONS
- C (CALC) = CALCULATED DIMENSION
- M (MEAS) = MEASURED DIMENSIONS
- P.A.B. = POINT OF BEGINNING
- L.L.O.D. = UNLACED LEGAL OPEN DRAIN
- L.L.D.T. = UNLACED LEGAL DRAIN TILE
- ⊙ = REBAR
- ⊙ = PIPE
- ⊙ = RIGHT-OF-WAY MARKER
- ⊙ = UTILITY POLE
- = OVERHEAD UTILITY
- — — = EASEMENT LINE
- X — — — = FENCE LINE

**NEW DESCRIPTION OF REAL ESTATE**

PRESENT OWNER: GENUINE PARTS COMPANY (PER DOC. 87-051653)

PART OF THE EAST 89 ACRES OF THE SOUTH-WEST QUARTER OF SECTION 22, TOWNSHIP 31 NORTH, RANGE 12 EAST, ALLEN COUNTY, INDIANA AND BEING A PART OF THE LANDS OF GENUINE PARTS COMPANY, AS DESCRIBED IN DOCUMENT NUMBER 87-051653 IN THE OFFICE OF THE RECORDER OF ALLEN COUNTY, INDIANA. THIS DESCRIPTION IS BASED UPON AN ORIGINAL SURVEY PERFORMED BY A&Z ENGINEERING, LLC CERTIFIED BY NITIN V. TIBBLE, P.S., INDIANA REGISTERED LAND SURVEYOR LS 2060013, DATED 2/29/25, SURVEY NUMBER 22-1174 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH-WEST CORNER OF THE EAST HALF OF SAID SOUTH-WEST QUARTER, THENCE ALONG THE SOUTH LINE OF SAID SECTION, SOUTH 89 DEGREES 01 MINUTES 47 SECONDS WEST (THIS AND ALL SUBSEQUENT BEARINGS BASED UPON THE INDIANA STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD 83 (2011)), A DISTANCE OF 144.72 FEET (RECORDED AS 144.8 FEET) TO THE SOUTH-WEST CORNER OF SAID GRANTOR'S PARCEL, THENCE ALONG THE WEST LINE OF SAID GRANTOR'S PARCEL, NORTH 61 DEGREES 38 MINUTES 20 SECONDS WEST, A DISTANCE OF 62.21 FEET TO A 5' REBAR SET WITH A PINK "AZZ ENG LIG FRM #0115" I.D. CAP AT THE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED, THENCE CONTINUING ALONG SAID GRANTOR'S WEST LINE, NORTH 61 DEGREES 38 MINUTES 20 SECONDS WEST, A DISTANCE OF 172.83 FEET TO A 5' REBAR FOUND WITH A YELLOW "TAZAN" I.D. CAP, THENCE CONTINUING NORTH 61 DEGREES 38 MINUTES 20 SECONDS WEST, ALONG THE SAID WEST LINE, A DISTANCE OF 56.35 FEET TO A 5' REBAR SET WITH A PINK "AZZ ENG LIG FRM #0115" I.D. CAP AT THE GRANTOR'S NORTHWEST CORNER, THENCE ALONG GRANTOR'S NORTH LINE, NORTH 88 DEGREES 34 SECONDS EAST, A DISTANCE OF 34.00 FEET TO A 5' REBAR SET WITH A PINK "AZZ ENG LIG FRM #0115" I.D. CAP AT THE GRANTOR'S NORTHEAST CORNER, SAID CORNER ALSO BEING REFERENCED BY A 3/4" PIPE FOUND 3.1 FEET WEST, THENCE ALONG GRANTOR'S EAST LINE, SOUTH 00 DEGREES 56 MINUTES 44 SECONDS EAST, A DISTANCE OF 424.00 FEET TO A 5' REBAR FOUND WITH AN ORANGE "YARST" I.D. CAP, THENCE NORTH 20 DEGREES 15 MINUTES 21 SECONDS WEST, A DISTANCE OF 56.00 FEET TO A 5' REBAR SET WITH A PINK "AZZ ENG LIG FRM #0115" I.D. CAP, THENCE NORTH 48 DEGREES 29 MINUTES 50 SECONDS WEST, A DISTANCE OF 153.00 FEET TO A 5' REBAR SET WITH A PINK "AZZ ENG LIG FRM #0115" I.D. CAP, THENCE NORTH 72 DEGREES 19 MINUTES 58 SECONDS WEST, A DISTANCE OF 100.00 FEET TO A 5' REBAR SET WITH A PINK "AZZ ENG LIG FRM #0115" I.D. CAP, THENCE SOUTH 89 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 131.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2.18 ACRES, MORE OR LESS, SUBJECT TO ALL UNLITENED RIGHTS-OF-WAY, TO ALL LEGAL DRAINAGE EASEMENTS FOR LEGAL OPEN AND/OR DRAIN TILES, BEING ON AND/OR WITHIN 75 FEET OF THE ABOVEMENTIONED PARCEL, TO ALL OTHER EASEMENTS, AGREEMENTS, SETBACKS, LAND USE AND/OR ZONING REQUIREMENTS, RESTRICTIONS, AND RIGHTS AFFECTING THE ABOVEMENTIONED PARCEL.



**EASEMENT LEGEND**

- [1] 30' INGRESS & EGRESS EASEMENT (DOC. 91-038855)
- [2] 15' I & M EASEMENT (DOC. 71-16196)
- [3] 20' DRAINAGE EASEMENT (DOC. 87-023824)
- [4] 30' DRAINAGE EASEMENT (DOC. 87-023824)
- [5] 30' INGRESS & EGRESS EASEMENT (DOC. 94-061197)
- [6] 14' UTILITY & DRAINAGE EASEMENT (P.B. 25 PG. 45)
- [7] 75' LEGAL DRAIN EASEMENT FROM TOP OF TILE AND/OR TOP OF BANK

**FLOOD ZONE DESIGNATION**

THE SUBJECT PARCEL IS LOCATED IN ZONE "X" (AS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD), AS LOCATION PLOTS BY SCALE ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY/FEMA RIVER BASIN COMMISSION/FLOOD INSURANCE RATE MAP NUMBER 1800X0210, MAP REVISED AUGUST 1, 2008. THE ACCURACY OF THIS STATEMENT IS SUBJECT TO MAP SCALE UNCERTAINTY AND TO ANY OTHER UNCERTAINTY IN LOCATION AND/OR ELEVATION RELATIVE SAID MAP. THE PROJECT AREA IS STILL SUBJECT TO LOCALIZED FLOODING AND/OR SURFACE DRAINAGE PROBLEMS.

**CERTIFICATION**

I HEREBY CERTIFY THAT THIS PLAT OF SURVEY REPRESENTS AN ORIGINAL SURVEY PERFORMED UNDER MY CORRECT SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF WAS DISCREPANCY WITH THE MONUMENT SURVEY REQUIREMENTS SET FORTH IN TITLE 36, ARTICLE 1, RULE 2.1, SECTIONS 1 THROUGH 33 OF THE INDIANA ADMINISTRATIVE CODE.

SURVEY NO: 22-1174  
 PREPARED FOR: GENUINE PARTS COMPANY / CITY OF FORT WAYNE

DATE OF FIELDWORK: 1/24/2025, 1/24/2025, 2/11/2025, 2/14/2025 & 2/25/2025

IN WITNESS WHEREOF, I HEREBY SIGN MY HAND AND SEAL THIS 20TH DAY OF FEBRUARY, 2025.

*Nitin V. Tibble*  
 NITIN V. TIBBLE, P.S.  
 INDIANA REGISTERED LAND SURVEYOR NO. LS2060013

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