

**A RESOLUTION APPROVING A PURCHASE AGREEMENT FOR THE ACQUISITION OF REAL PROPERTY LOCATED AT 2801 ADAMS CTR RD, 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 0.549 acres of vacant land located at 2801 Adams Ctr Rd, Fort Wayne, Indiana, (the “Real Estate”), to be used for a sanitary sewer lift station for the South Maumee Relief Sewer project; and

**WHEREAS**, the City of Fort Wayne, by and through its Board of Public Works, approved and executed a purchase agreement (BOPW Res. No. 113-2-24-26-2) 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 Fifteen Thousand and 00/100 Dollars (\$15,000.00) (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. 113-2-24-26-2

**REAL PROPERTY PURCHASE AGREEMENT**

Fort Wayne City Utilities

1 Fort Wayne City Utilities, by and through the Board of Public Works of the City of Fort Wayne,  
2 Indiana, ("Buyer") agrees to purchase the fee simple title to that part of their real property described and  
3 depicted on the attached Exhibits "A" and "B," respectively (the "Property") for the consideration stated  
4 below, and subject to the conditions, requirements, and stipulations set forth in the following Purchase  
5 Agreement.  
6

7 **SELLER INFORMATION**

8 Owner(s) Name(s): Parrish Leasing, Inc. ("Seller")  
9 Authorized Agents: Stan Parrish, Josh Parrish  
10 Primary Telephone: 260-414-9394  
11 E-mail: [stan.parrish@parrishleasing.com](mailto:stan.parrish@parrishleasing.com); [josh.parrish@parrishleasing.com](mailto:josh.parrish@parrishleasing.com)  
12 Mailing Address: 5104 Old Maumee Road, Fort Wayne, IN, 46803  
13

14 **PROPERTY LOCATION**

15 Property Address: 2801 Adams Center Road, Fort Wayne, IN 46803  
16 Tax ID Number: 02-13-15-101-002.000-041  
17 Latest Deed of Record: document number 92-015983  
18 Land area of total parcel: 19.19 acres  
19 Land area of part being purchased: 0.549 acres (legal description and drawing attached)  
20

21 **PURCHASE PRICE**

22 The City agrees to pay to the Seller the total purchase amount of \$15,000.00 (Fifteen Thousand  
23 Dollars and Zero Cents) for the Property.  
24

25 NOTE: The Seller certifies that no substantial changes have occurred to the Property to reduce the  
26 value determined by the appraisals, as of the effective date of this Purchase Agreement.  
27

28 **EXPIRATION OF OFFER**

29 This Purchase Agreement shall be returned to the City no later than 12 noon, on February 16,  
30 2026, otherwise this Purchase Agreement shall be null and void and both parties shall be released  
31 from the transaction.  
32

33 **APPROVALS BY BOARD OF PUBLIC WORKS and COMMON COUNCIL**

34 This transaction is subject to approval by both the Board of Public Works and the Common  
35 Council of the City of Fort Wayne, Indiana. In the event that either body does not approve this  
36 transaction, the transaction shall be terminated and both parties shall be released from this Purchase  
37 Agreement.  
38

39 **CLOSING**

40 Closing Date:

41 The closing date for this transaction shall be on or before May 29, 2026, or this Agreement shall  
42 terminate unless an extension of time is mutually agreed to in writing. Any change in the closing date  
43 shall be agreed to in writing by both parties.  
44

45 Location of Closing:

46 The closing shall be held at TBD located at TBD, Fort Wayne, Indiana.  
47

48 Closing Fees:

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

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

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**EARNEST MONEY**

If the City of Fort Wayne is the Purchaser:

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 \$50.00 (Fifty Dollars) 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 1<sup>st</sup> and November 15<sup>th</sup>, 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:

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.

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

101 **BOUNDARY SURVEY**

102 Buyer, at its own cost, has procured a boundary survey performed in accordance with I.A.C. Title  
103 865, Rule 12, for which the corner markers of the Property have been established and marked. Such  
104 survey is attached hereto, and Seller acknowledges and agrees it accurately portrays the boundaries of  
105 the Property and of the encumbrances thereupon.

106  
107 **FLOOD HAZARD AREA**

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

110  
111 **OTHER USE LIMITATIONS**

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

115  
116 **INSPECTIONS**

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

120  
121 The Buyer reserves its right to conduct independent inspections. All inspections are at the  
122 Buyer's expense and shall be performed by licensed independent inspectors or qualified independent  
123 contractors that shall be chosen by the Buyer, and paid for their services by the Buyer.

124  
125 The Seller shall make arrangements so that all areas of the Property, including any buildings, are  
126 open and accessible for inspection.

127  
128 Inspections and Response Periods:

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

134  
135 If the Buyer does not respond in writing to Seller within the above time periods with regard to a  
136 problem revealed in a report, or timely request a reasonable extension of time in writing, then the  
137 Property shall be deemed to be acceptable. Should either party fail to respond to an inspection  
138 response from the other within five calendar days, or timely request a reasonable extension of time in  
139 writing, then that inspection response is deemed accepted. Making a timely written request for an  
140 extension of time does not constitute acceptance of an inspection response, whether or not the request  
141 is granted.

142  
143 In the event that Buyer reasonably believes that an inspection has revealed a defect with the  
144 Property, not disclosed by Seller prior to entering into this Purchase Agreement (and excluding  
145 routine maintenance and minor repair items), and the Seller fails to remedy the defect to the Buyer's  
146 reasonable satisfaction before closing, then Buyer may terminate this Purchase Agreement.  
147 Alternatively, Buyer may waive the right to have the defect cured prior to closing, or Buyer and Seller  
148 may agree to have the defect remedied following closing.

149

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

150 (Under Indiana law, a "defect" means a condition that would have a significant adverse effect on  
151 the value of the Property, that would significantly impair the health or safety of future occupants of  
152 the Property, or that if not repaired, removed, or replaced, would significantly shorten or adversely  
153 affect the expected normal life of the premises.)  
154

155  
156 **DISCLOSURES**

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158 The "Lead-Based Paint Certification and Acknowledgment" form is **Not Applicable**.  
159

160 **TITLE WORK and DEED**

161 Before closing, the **Buyer** shall be furnished with a title insurance commitment using the most  
162 current and comprehensive ALTA Owner's Title Insurance Policy available in an amount equal to the  
163 purchase price. In order to proceed with the transaction, the **Seller** shall have marketable title to the  
164 Real Property in the **Seller's** name. The **Seller** shall convey the fee simple title to the Property free  
165 and clear of any encumbrances and title defects, with the exception of any restrictions or easements of  
166 record not substantially interfering with the **Buyer's** planned use of the Property.  
167

168 Title Insurance Fees:

169 The premium for the title insurance policy and all fees charged to prepare an Owner's Title  
170 Insurance Policy shall be paid by the **Buyer**.  
171

172 The costs to resolve any title issues affecting the Property so that marketable title can be  
173 conveyed shall be paid by the **Buyer**.  
174

175 Type of Deed:

176 The conveyance of the Property shall be accomplished with a Warranty Deed, subject to  
177 easements, restrictive covenants, other encumbrances of record, and taxes.  
178

179 **REAL PROPERTY TAXES**

180 All real property taxes that have been assessed for any prior calendar year that have not been paid  
181 shall be paid by the **Seller**. Real property taxes that have been assessed for the present year, that are  
182 due and payable in the year after closing, shall also be paid by the **Seller** prorated up to the day  
183 immediately prior to the closing date.  
184

185 For the purpose of determining the amount to be credited for accrued but unpaid taxes, the taxes  
186 shall be assumed to be the same as the most recent year for which taxes were billed based upon the  
187 certified tax rates. This settlement shall be final.  
188

189 **PRORATIONS for PUBLIC UTILITIES and SPECIAL ASSESSMENTS**

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191 Utilities and Garbage Services:

192 The **Seller** shall pay for all public utility and garbage service charges up to the last day of  
193 possession.  
194

195 Shutting Off Utilities for Buildings to be Demolished:

196 The **Seller** shall cancel the accounts for all public utilities and garbage services no later than the  
197 last day of possession, and shall have the utilities shut off by the appropriate utility.  
198  
199

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

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

**ADDITIONAL CONDITIONS (List and attach at the end of this Purchase Agreement):**

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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.

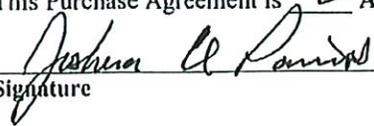
**REAL PROPERTY PURCHASE AGREEMENT**  
Fort Wayne City Utilities

250 SELLER APPROVAL and SIGNATURE(S):

251

252 This Purchase Agreement is  ACCEPTED  REJECTED.

253

254  JOSHUA A. PARRISH VP/CORP. SEC. Date: 2/16/2025  
255 Signature Printed Name & Title, if Applicable

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257 \_\_\_\_\_ Date: \_\_\_\_\_

258

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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

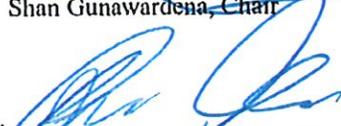
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BY:   
Kumar Menon, Member

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BY:   
Chris Guerrero, Member

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ATTEST:   
Michelle Fulk-Vondran, Clerk

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## EXHIBIT "A"

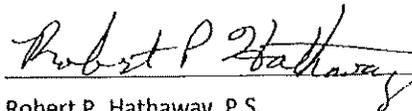
Project: S. Maumee Relief Sewer  
Parcel: 01  
Parcel ID: 02-13-15-101-002.000-041

Sheet 1 of 1

A part of the West Half of the Northwest Quarter of Section 15, Township 30 North, Range 13 East, Allen County, Indiana, and described as:

Commencing at the Northwest Corner of the Northwest Quarter of Section 15, being *Point 228* on the attached Exhibit B; thence South 1 degree 48 minutes 11 seconds East on the West Line of the quarter, a distance of 60.00 feet to the northwest corner of the parcel defined by Document 92-015983 (Parrish Leasing, Inc), being *Point 301* on Exhibit B and being the **Point of Beginning**; thence North 87 degrees 46 minutes 15 seconds East on a northern line of the parcel, a distance of 81.45 feet to a corner of the said parcel and being *Point 302* on Exhibit B; thence South 44 degrees 10 minutes 11 seconds East on a line of the parcel, a distance of 210.90 feet to *Point 303* on Exhibit B; thence South 87 degrees 46 minutes 15 seconds West on a line parallel with the north line of the Northwest Quarter, a distance of 223.57 feet to *Point 304* on Exhibit B and being a point on the West Line of the quarter; thence North 1 degree 48 minutes 11 seconds West on the West Line, a distance of 156.88 feet to the Point of Beginning, containing 0.549 acres, more or less.

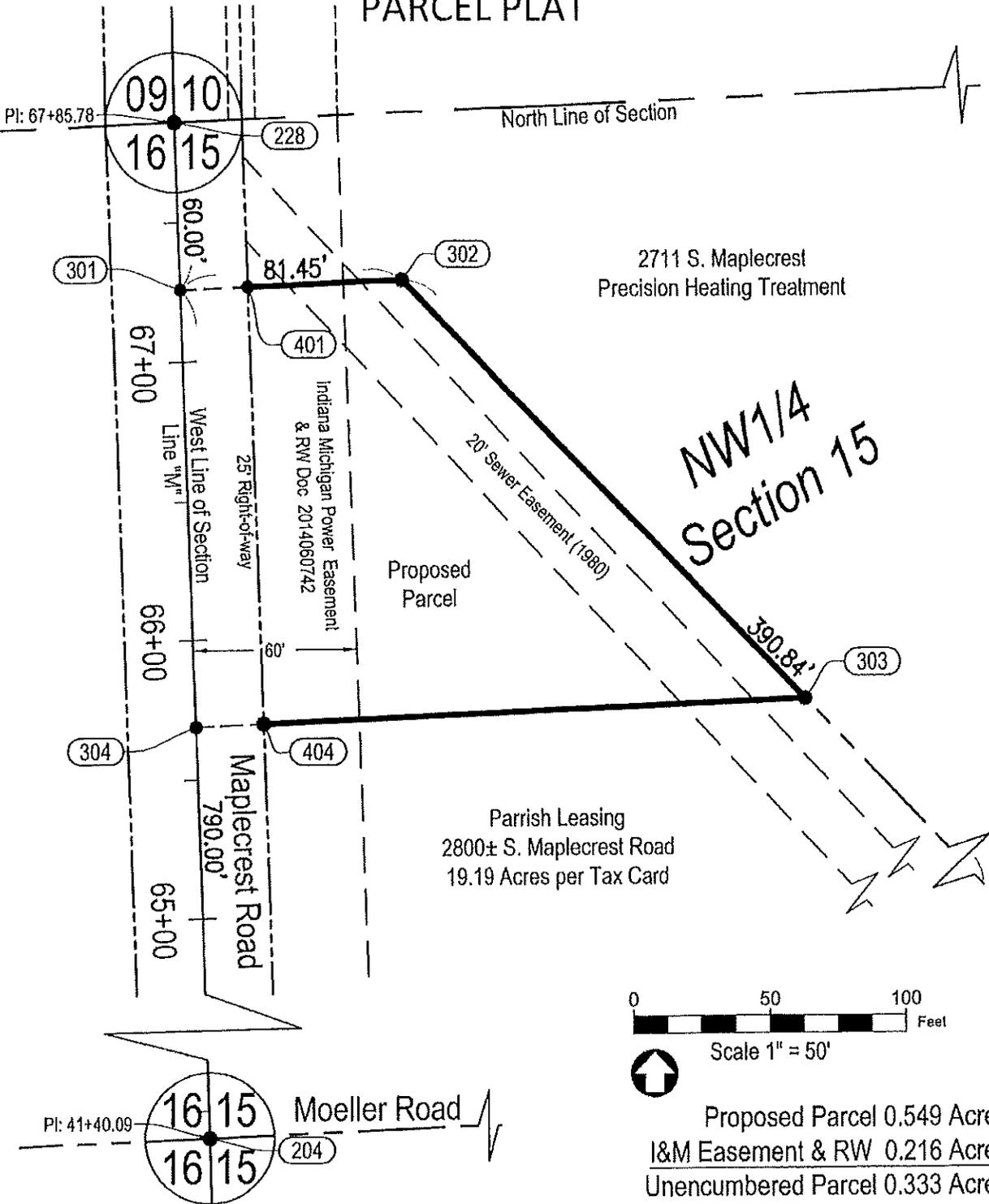
This description was prepared for the City of Fort Wayne and certified by Robert P. Hathaway, Indiana Registered Professional Surveyor, License No. LS2000-0003.

 11/14/2024

Robert P. Hathaway, P.S.  
Indiana Registered Land Surveyor No. LS2000-0003

EXHIBIT "B"  
PARCEL PLAT

SHEET 1 OF 2



Proposed Parcel 0.549 Acres  
I&M Easement & RW 0.216 Acres  
Unencumbered Parcel 0.333 Acres

<p>PARCEL: 01 COUNTY: Allen SECTION: 15 Adams Township TOWNSHIP: 30 North RANGE: 13 East</p>	<p>OWNER: Parrish Leasing, Inc. DEED DOC: 92-015983 PARCEL I.D.: 02-13-15-101-002.000-041</p>	 <p><b>DLZ</b> INDIANA, LLC 825 S. BARR STREET, STE 100 FORT WAYNE, INDIANA 46802 260-420-3114</p>
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X:\Projects\2023\2366\535870 CFW Maplecrest Meyer Planning\07\_Survey\LS Site\Bases\Maps\Maplecrest Rd PL.dwg, 11/14/2024 11:34:17 AM

**EXHIBIT "B"**  
**PARCEL PLAT**

Line "M" from the DLZ Location Control Route Survey Plat for Maplecrest Road recorded in the Allen County Recorder's Office.

PI Station	Northing	Easting	Distance	Direction
10+00.00	2,112,452.2614'	495,913.8559'		
			500.00'	N1° 46' 23"W
15+00.00	2,112,952.0220'	495,898.3860'		
			2,640.09'	N1° 33' 45"W
41+40.09	2,115,591.1340'	495,826.3990'		Section Corner - Point 204
			2,645.69'	N1° 48' 11"W
67+85.78	2,118,235.5130'	495,743.1520'		Section Corner - Point 228
			2,214.22'	N0° 55' 52"W
90+00.00	2,120,449.4383'	495,707.1766'		

Relative to Line "M"

Point	Station	Offset	Description
204	41+40.09	0.00'	Harrison Marker (Flush)
228	67+85.78	0.00'	5/8" Rebar 0.2' Below Asphalt
301	67+25.78	0.00'	No Monument Set
302	67+26.39	81.45'	5/8" Rebar Set (DLZ Cap)
303	65+70.57	223.57'	5/8" Rebar Set (DLZ Cap)
304	65+68.90	0.00'	No Monument Set
401	67+25.97	25.00'	5/8" Rebar Set (DLZ Cap)
404	65+69.09	25.00'	5/8" Rebar Set (DLZ Cap)

Point 301 and 304 fall in the road's surface. It is to be reconstructed. Any points in pavement would be obliterated in near future. Therefore, they were not set.

**SURVEYOR'S STATEMENT**

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey Plat" recorded in the Allen County Recorder's Office, comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12, (Rule 12).

And I further affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.



*Robert P. Hathaway* 11-15-24  
Robert P. Hathaway Date  
Indiana Registered Land Surveyor No. 2000-0003

<b>PARCEL: 01</b> <b>COUNTY: Allen</b> <b>SECTION: 15</b> Adams Township <b>TOWNSHIP: 30 North</b> <b>RANGE: 13 East</b>	<b>OWNER: Parrish Leasing, Inc.</b>  DEED DOC: 92-015983 PARCEL I.D.: 02-13-15-101-002.000-041	 <b>DLZ</b> INDIANA, LLC 825 S. BARR STREET, STE 100 FORT WAYNE, INDIANA 46802 260-420-3114
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Interoffice Memo

Date: March 3, 2026  
To: Common Council Members  
From: Seth Weinglass, Program Manager – Capital Project Services – Telephone: 427-1330  
RE: Purchase of 0.549 Acres of Vacant Land at 2801 Adams Ctr Rd, Fort Wayne, IN 46803

**Council Introduction Date: March 10, 2026—Council District #: n/a**

Background & supporting information:

City Utilities has reached an agreement to purchase 0.549 acres of vacant land on the east side of Adams Center Road, around half a mile south of US30. The site will be used for a sanitary sewer lift station for the South Maumee Relief Sewer project.

Owner Parrish Leasing agreed to a purchase price of \$15,000 for this part of their property. The map attached to this memo shows the new parcel 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 lift station, likely at higher cost in a less favorable area for the planned sewer main.

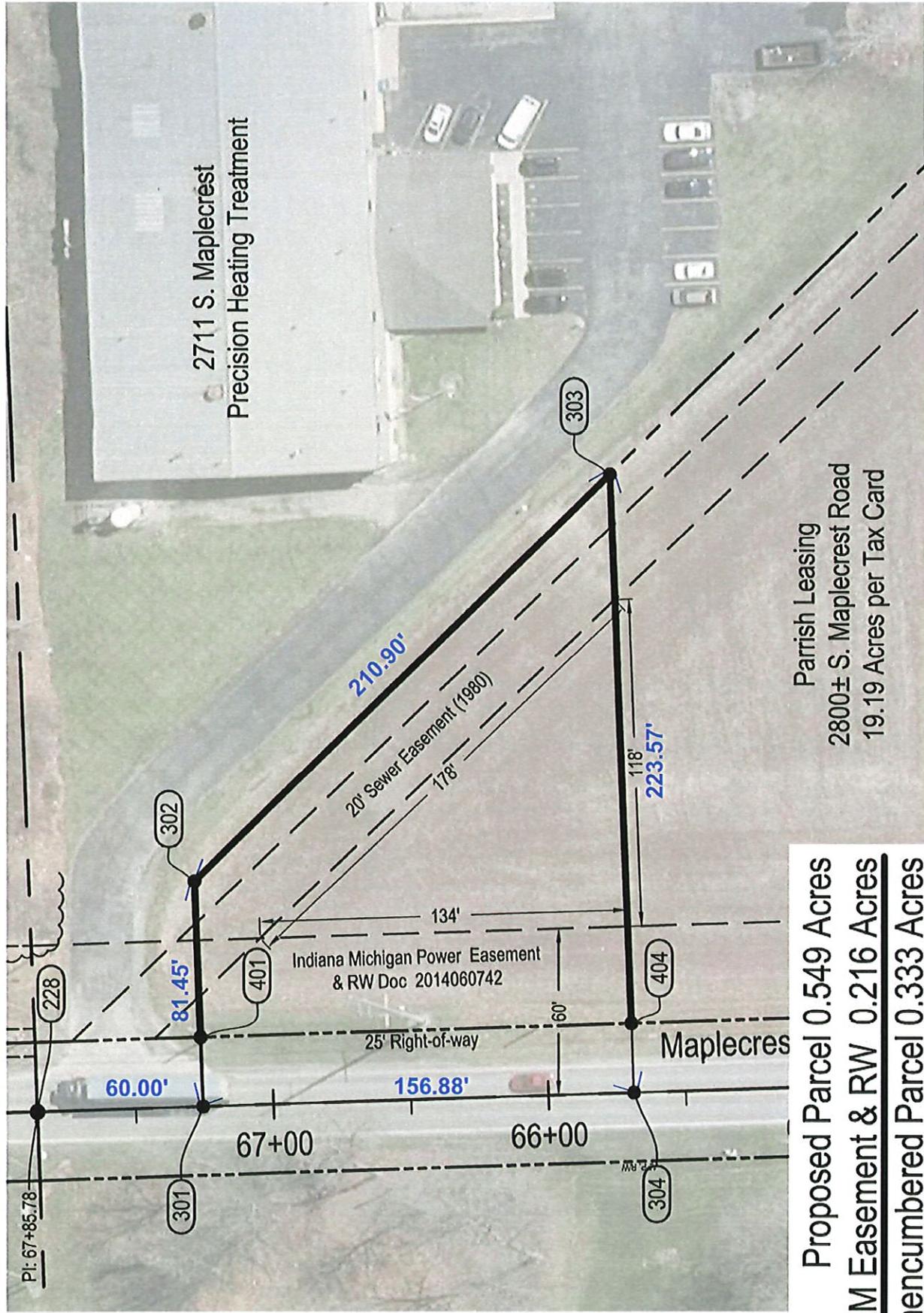
Justification if prior approval is being requested: Not applicable

Funding source: CUE Revenue

Attachments:

- Map
- Purchase Agreement

CC: Matthew Wirtz  
Kristen Buell  
Jill Helfrich



SCALE 1"=50'

Proposed Parcel 0.549 Acres  
I&M Easement & RW 0.216 Acres  
 Unencumbered Parcel 0.333 Acres

# SKETCH OF PARCEL FOR LIFT STATION

FORT WAYNE  
**S. MAUMEE**  
 SEWER RELIEF

