FORT WAYNE PARKS AND RECREATION

Board of Park Commissioners
Approval Form

Franke Park Property Purchase

Purchase Approval Request

Project Description:

A parcel of land next to Franke Park is for sale. The property is located at 1624 Goshen Avenue, just next to the new entrance into Franke Park. It consists of 0.5 acres and is a mostly wooded site. Because of the location, this property is of particular interest to the Parks Department. The purchase price requested is $25,000.00, which is the appraised value of the property.

After review of the request to purchase by the Director of Parks and other administration, it was determined that this property meets the criteria for property purchase within the Parks Stewardship of Public Land/Facilities Policy and Indiana Code 36-10-4-20 associated with the Acquisition of Property for the Purpose of Preservation of Park Land. These documents are included for review.

The seller, Mr. Adam Gerig, has signed a purchase agreement. Upon approval of the purchase agreement by both parties, the Board of Park Commissioners has 90 days to conduct due diligence on the condition of the parcel, and to review all applicable documents. Parks will also be ordering a title insurance commitment and survey at its expense, to ensure receiving marketable and unencumbered title for the parcel of land.

Board Approval:

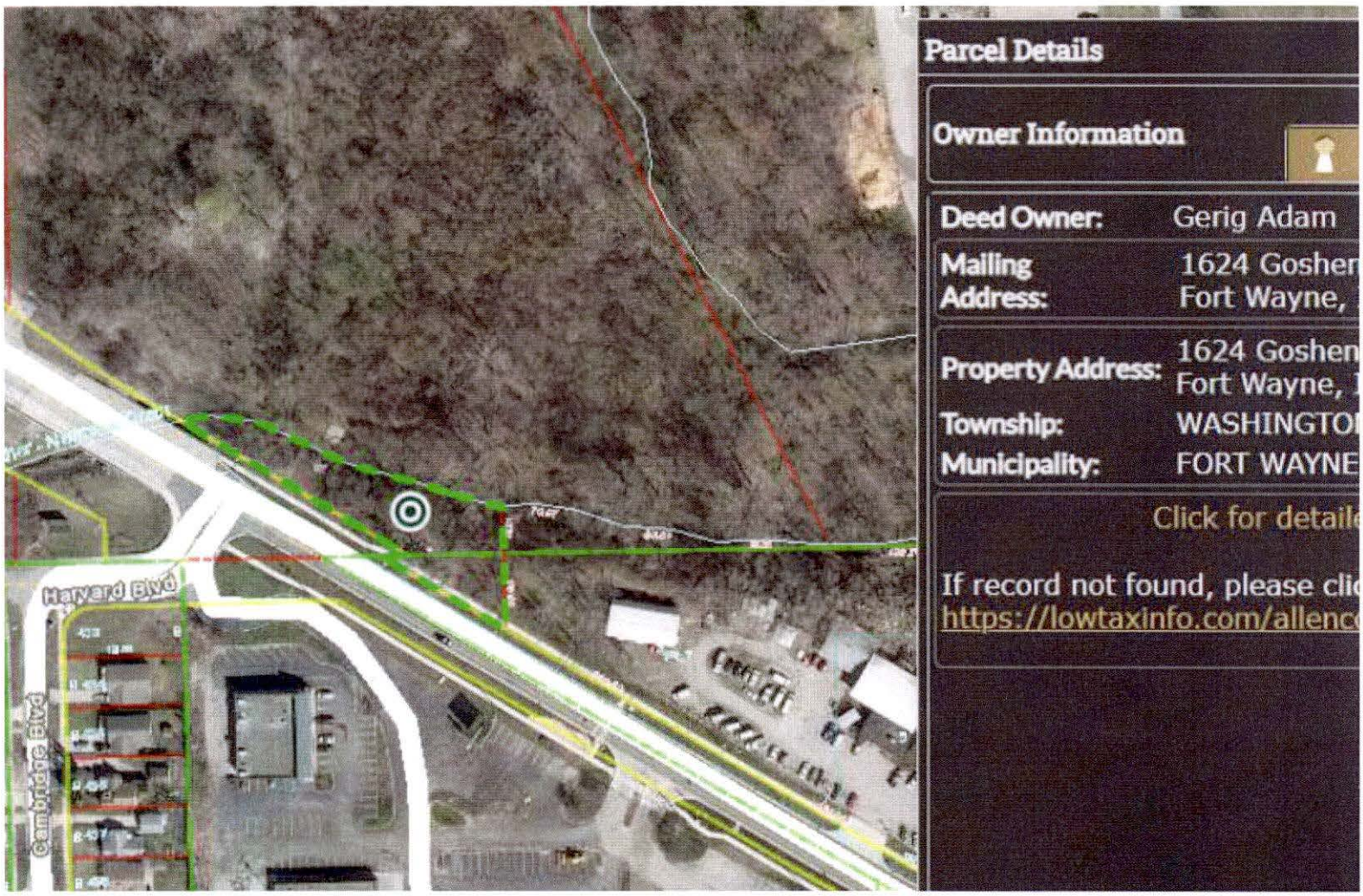
At this time, I would like to request approval for a contract with **Adam Gerig** at a total cost of **$25,000.00** with funding from the Parks Cumulative Capital Funds.

The Fort Wayne Parks and Recreation and the Board of Park Commissioners met to host their regularly scheduled monthly Board meeting on **November 12, 2026**, to approve the above-referenced project and contract, in the amount of **$25,000.00.**

We, *the* ***Board of Park Commissioners,*** *on the date stated, do* ***ATTEST,*** sign the above-referenced and attached documents, and approve as presented.

Justin Shurley, President	**Cory Miller, Vice-President**
Richard Briley, Commissioner	**Jenna Jauch, Commissioner**

Steve McDaniel, Director/ Board Secretary


Harvard Blvd
Cambridge Blvd
Parcel Details
Owner Information
Deed Owner: Gerig Adam
Mailing Address: 1624 Goshen
Fort Wayne,
Property Address: 1624 Goshen
Fort Wayne,
Township: WASHINGTO
Municipality: FORT WAYNE
Click for detail
If record not found, please cli
https://lowtaxinfo.com/allenc

REAL ESTATE PURCHASE AGREEMENT

1. This Real Estate Purchase Agreement ("**Agreement**") is made to be effective the 12th day of November, 2026 (the "**Effective Date**"), by and between ADAM GERIG, individually ("**Seller**") and the CITY OF FORT WAYNE PARKS AND RECREATION DEPARTMENT, an Indiana municipal corporation, or its nominee, successors or assigns ("**Buyer**").

2. **PARTIES:** Seller and Buyer are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

3. **PROPERTY:** Seller agrees to sell and convey to Buyer, and Buyer agrees to buy from Seller the real property depicted on **Exhibit A** attached hereto and incorporated herein, consisting of approximately 0.48 total acres, with existing site improvements, and all privileges and appurtenances pertaining thereto, including but not limited to all of Seller's right, title, and interest in and to all easements, adjacent streets, utility reservations, alleys, rights of way, strips and gores of land, mineral rights, water and water rights, wells, well rights and permits, water and sewer taps, sanitary or storm sewer capacity or reservations, rights under utility agreements with any applicable governmental or quasi-governmental entities or agencies with respect to the providing of utility services to such real property, tenements, hereditaments, privileges, licenses and appurtenances, reversions, and remainders in any way belonging, remaining, or appertaining thereto and together with all improvements, fixtures, personal property, trees, timber, or other crops and plants and minerals located thereunder or thereon (referred to as the "**Property**").

4. **PRICE:** The net purchase price for the Property shall be Twenty-Five Thousand and 00/100 Dollars ($25,000.00) (the "**Purchase Price**"). The Purchase Price shall be payable at Closing (as defined below) and subject to the prorations and adjustments hereinafter described and in accordance with the terms and conditions stated in this Agreement.

5. Intentionally omitted.

6. Intentionally omitted.

7. **CLOSING:** Subject to the provisions of this Agreement, the closing of the sale and purchase of the Property (the "**Closing**") shall take place no later than thirty (30) days after the expiration of the Due Diligence Period (as hereinafter defined), as the same may be extended, or on such earlier date following the expiration of the Due Diligence Period chosen by Buyer in its sole and absolute discretion, provided that Buyer provides Seller with ten (10) days prior written notice, which day shall be the "**Closing Date.**"

8. **POSSESSION:** Possession of the Property shall be delivered to Buyer on the Closing Date free of all third-party claims and interests of every kind and nature, except those expressly identified in any Permitted Exceptions (as herein defined), in its present condition, ordinary wear and tear excepted and damage caused by Buyer's Examinations as provided in Section 9 below.

9. **DUE DILIGENCE PERIOD:**

   A. Buyer shall have a period of ninety (90) days commencing on the Effective Date (the "**Initial Due Diligence Period**") to conduct such due diligence as Buyer may in its sole judgment desire, including but not limited to engineering studies, surveys, soil tests,

environmental assessments, inspections, and other examinations (collectively, "**Examinations**") (as hereinafter defined); and to obtain all necessary development and governmental/quasi-governmental approvals, including but not limited to City of Fort Wayne Board of Park Commissioners ("Board of Park Commissioners") approvals, applicable zoning approvals, architectural/aesthetic/visual approvals, development plan approvals, variance of use and/or development standards, annexation, incentives, entitlements, tax abatements, and building permits (collectively, the "**Government Approvals**") which Buyer may require to develop the Property for Buyer's intended use.

B. Buyer's obligations under this Agreement shall be conditioned upon Buyer's review and approval, in its sole and absolute discretion, of the Property (including by way of illustration but not limitation, all physical and environmental matters relating to the Property) and the Seller Documents (as hereinafter defined) which shall be delivered to Buyer within ten (10) business days following the Effective Date. If Buyer determines, in its sole and absolute discretion, that it will not likely be able to (i) obtain the Government Approvals or (ii) to cause the other conditions of this **Section 9**, to be satisfied to the sole satisfaction of Buyer prior to the expiration of the Due Diligence Period, Buyer may either: (i) terminate this Agreement upon written notice to Seller; or (ii) elect to extend the Due Diligence Period for a minimum of one (1) and a maximum of two (2) consecutive thirty (30) day periods (each a "**Due Diligence Extension Period**"). The Initial Due Diligence Period and any Due Diligence Extension Periods are collectively referred to herein as the "Due Diligence Period". In the event Buyer elects to exercise the first Due Diligence Extension Period, Buyer shall provide Seller with written notice of its election prior to expiration of the Due Diligence Period. In the event Buyer elects to exercise the second Due Diligence Extension Period, Buyer shall provide Seller with written notice of its election prior to the expiration of the first Due Diligence Extension Period.

C. Upon commencement of the Due Diligence Period and thereafter throughout the term of this Agreement, Buyer and its representatives and agents shall have the right to enter upon the Property to perform and complete the activities and investigations set forth herein. The Examinations are to be made at Buyer's expense, and Buyer shall be liable for any damage (ordinary wear and tear excepted) caused solely and directly to the Property by Buyer or Buyer's authorized agents during the Examinations as provided in the Access and Indemnification to be executed and delivered by Seller and Buyer prior to accessing the Property in the form attached hereto as **Exhibit B** within three (3) days of the Effective Date (the "**Access Agreement**"). Seller agrees to execute any documents reasonably requested by Buyer for any Government Approvals. Seller, or Seller's agent, at no cost to Seller, shall readily and fully cooperate with all due diligence requests and activities to be conducted by or on behalf of Buyer, and with Buyer's efforts to verify and obtain the Government Approvals, including without limitation providing such information, interviews, and documents in the possession of or reasonably accessible to Seller as may be necessary or appropriate.

D. The purchase of the Property is subject to satisfaction, in Buyer's sole discretion, or waiver by Buyer, within the Due Diligence Period of all conditions relating to or affecting the Property (as determined by the Buyer), including without limitation, the following conditions. If, in Buyer's sole judgement, any such condition is not satisfied to Buyer's satisfaction in Buyer's sole discretion, Buyer may at any time during the Due Diligence Period terminate this Agreement upon written notice to Seller.

(i) There are no encroachments on or affecting the Property and the Property does not encroach on any adjacent property.

(ii) Seller holds good, merchantable, and marketable fee simple title to the Property, free and clear of any liens, encumbrances, highways, right-of-way, easements, licenses, restrictions, leases, tenancies, mineral leases, reservations or severances, agreements, covenants, conditions or limitations, except for the lien of then current real property taxes which are not delinquent and those exceptions which Buyer, in its sole discretion, may approve in writing after examination of title and survey as hereinafter provided.

(iii) The soil conditions, qualities, density, and bearing capacity of the Property are suitable for Buyer's intended use of the Property without the necessity of any extraordinary filling or compaction or any other extraordinary engineering measures or expenditures.

(iv) Buyer may obtain, at Buyer's sole cost and expense, boring, percolation, and/or other soil tests determining the physical characteristics of the sub-strata of the Property and showing that the soil and ground water are not contaminated and that the Property is satisfactory, all in Buyer's sole discretion, for Buyer's intended use. If a Phase I Environmental Site Assessment ("**Phase I**") recommends a Phase II Environmental Site Assessment ("**Phase II**"), then Buyer may, at its sole cost and expense, obtain a Phase II within thirty (30) days after receipt of the Phase I and the Due Diligence Period or Due Diligence Extension Period as applicable (and as the same may be extended pursuant to the foregoing), shall automatically be extended until ten (10) days after Buyer's receipt of the Phase II. Buyer shall be entitled to terminate this Agreement by written notice to Seller at any time prior to the expiration of the Due Diligence Period or Due Diligence Extension Period, as applicable, if the Phase I or Phase II is not acceptable to Buyer, as determined in Buyer's sole discretion.

(v) Buyer shall have completed and approved such economic, marketing, engineering and other feasibility studies deemed necessary or appropriate by Buyer to determine that the Property is suitable for Buyer's intended use.

(vi) That there are no Hazardous Materials (as defined below) present at, on, in, under, or adjacent to the Property and the Property has never been used for any operations or activities which involve generation, manufacture, processing, transportation, treatment, storage, disposal, or handling of any Hazardous Materials.

(vii) That the Property complies with Environmental Law (as defined below).

(viii) That there are no underground storage tanks at, on, in, or under the Property.

(ix) That the Property is not subject to and Owner has received no notice of any proceeding, claim, liability, action, order, judgment, lien, or listing under any Environmental Law, or the threat or likelihood thereof.

(x) That the Property be finally and unconditionally zoned for Buyer's intended use (as determined solely by Buyer) with all necessary classifications, variances, permissions, and exceptions required for such intended use. This shall include Buyer obtaining the Government Approvals as well as all easements, reciprocal easement agreements, and any other documents necessary to allow Buyer's intended use of the Property. Buyer shall be responsible for any costs associated with obtaining or drafting such documents.

(xi) That all permits, consents, approvals, permissions, and other items required or desired by Buyer to be obtained from all federal, state, and local governmental, municipal, public, and other officials, authorities, bodies, and agencies have been obtained, or Buyer has been able to determine to its satisfaction that the same are readily obtainable, in order to permit Buyer's intended use of the Property, including without limitation the approval of the Board of Park Commissioners, environmental and ecological approvals and permits from federal, state, and local environmental and natural resources agencies and authorities, if any such approvals or permits are required, subdivision plat approvals, site plan approvals, and permits to connect to all utilities which Buyer desires or requires to service the Property.

(xii) Buyer completing engineering site analyses of the Property and determining, in its sole discretion, that it is feasible to utilize the Property for its intended use, including provision of storm water management on the Property, and that gas, electricity, cable, telephone, water, storm, and sanitary sewers and other utilities are or will be available to the Property at a reasonable cost and standard rates, and that all such utilities are of sufficient size and capacity for Buyer's intended use of the Property.

(xiii) Buyer obtaining access to public thoroughfares adequate, in Buyer's sole discretion, for its intended use.

(xiv) Buyer obtaining any plat approvals and new tax parcel numbers necessary for the development of the Property or the legal conveyance of the Property from Seller to Buyer at Closing.

(xv) Buyer obtaining the funds required for the acquisition and proposed development of the Property upon terms acceptable to Buyer.

(xvi) The Property shall have been vacated by any party or parties occupying the Property as of the Effective Date and such party or parties shall have unconditionally released and quitclaimed to Seller all legal and equitable interests such party or parties may have in the Property to Seller. The release and quitclaim of all such interests to Seller shall be memorialized in a recordable instrument which Seller shall deliver to Buyer at closing.

The term "**Hazardous Materials**" shall mean any substance or material that is or becomes regulated, defined, or designated by any federal, state, or local governmental authority as hazardous, extremely hazardous, imminently hazardous, dangerous, or toxic, or as a pollutant, contaminant, or waste, and shall include, without limitation, PCBs, lead, mercury, arsenic, volatile organic compounds,

asbestos, asbestos containing materials, radioactive materials, oil, and petroleum products and byproducts. The term "**Environmental Law**" shall mean all current and future federal, state, and local statutes, regulations, ordinances, and rules relating to (i) the emission, discharge, leaking, release, or threatened release of Hazardous Materials into the air, surface water, groundwater, or land; (ii) the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation, or investigation of a Hazardous Material; or (iii) the protection of human health, safety, or the indoor or outdoor environment, including without limitation the Clean Air Act, the Federal Water Pollution Control Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Occupational Safety and Health Act, all amendments thereto and successors thereof, all regulations promulgated thereunder, and their state statutory and regulatory counterparts.

10. **TAXES:** All real property taxes assessed for any prior calendar year and remaining unpaid, shall be the obligation of Seller, and all taxes assessed for the year of Closing and payable in the following year shall be prorated between Seller and Buyer on a calendar year basis as of the Closing Date. If the taxes for the Property have not been determined at the Closing of the transaction, said taxes shall be assumed to be the same as the prior year for the purpose of such proration and a credit at Closing shall be given to Buyer for taxes not due and payable as of the Closing Date, but accruing prior to the Closing Date.

11. **RISK OF LOSS AND INSURANCE:** Except as otherwise provided in the Access Agreement, Seller shall bear the entire risk of loss of the Property until the Closing Date. Seller's insurance shall be canceled as of the Closing Date, and Buyer shall be responsible for providing its own insurance. In the event any damage or destruction to the Property is not fully repaired prior to the Closing Date, Seller's right to all insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer, and Seller shall reimburse Buyer for any deductible amount. In the event Seller does not deliver possession of the Property to Buyer on the Closing Date, Buyer shall have the right to assess Seller in the amount of One and no/100 Dollars ($1.00) per day until possession of the Property is delivered to Buyer pursuant to this Agreement.

12. **SURVEY:** Buyer shall obtain, at Buyer's expense, a staked survey of the Property, which survey shall comply with Minimum Standard Detail Requirements meeting the current accuracy standards for ALTA/NSPS Land Title Surveys (the "**Survey**"). Buyer shall deliver to Seller, a copy of the Survey within five (5) days of Buyer's receipt thereof. The Survey shall be certified as of a current date by a surveyor registered in the State of Indiana and shall show the exact location of all improvements, building setback lines, easements, rights-of-way, and encroachments affecting the Property, and all other matters apparent thereon, and the relation of the Property to all adjacent properties and public thoroughfares. Further, the Survey shall reflect whether the Property is located in a designated flood zone area and shall certify the gross acreage of the Property. The Survey legal description (as well as the historic deed description) of the Property shall be used in Seller's deed conveying the Property to Buyer.

13. **TITLE:** Buyer shall obtain, at Buyer's expense, a Commitment for an ALTA Owner's policy of Title Insurance with extended coverage (the "**Commitment**") issued by Centurion Land Title, Inc. ("**Title Company**"). Buyer shall deliver to Seller a copy of the Commitment within five (5) days of Buyer's receipt thereof.

14. **TITLE AND SURVEY APPROVAL**: If Buyer has an objection to items disclosed in the Commitment or the Survey (as the same are updated from time to time), Buyer shall make written objections to Seller within thirty (30) days of the date of delivery to Seller of the Commitment, the recorded documents and the Survey (or applicable update thereof which disclosed additional matters). If no such objections are made, Buyer shall be deemed to have waived all objections to matters disclosed in the Commitment or the Survey, other than liens of a monetary nature disclosed in the Commitment which may be removed by payment of a liquidated sum ("**Permitted Exceptions**"). If Buyer makes such objections, Seller shall have fifteen (15) days from the date such objections are disclosed to cure the same. If the objections are not satisfied within such time period, Buyer may either (a) terminate this Agreement by written notice to Seller prior to Closing, or (b) waive the unsatisfied objections (which shall be added to the "Permitted Exceptions") and close the transaction in accordance with this Agreement. Any endorsements to the Commitment or the Title Policy and any Mortgagee's Policy requested by Buyer shall be at Buyer's expense.

15. **PRORATIONS AND SPECIAL ASSESSMENTS**: Any and all income and ordinary operating expenses of the Property, including, but not limited to, rent and public utility charges, if any, shall be prorated as of the day before the Closing Date. Any special assessments applicable to the Property for municipal improvements due and payable prior to the Closing Date and which benefit the Property shall be paid by Seller. Buyer will assume and agree to pay all special assessments for municipal improvements which become due and payable on and after the Closing Date. Notwithstanding the foregoing, Buyer shall not be obligated for payments under any management, service or other contractual agreements affecting the Property and the same shall be terminated prior to Closing unless Buyer expressly elects to assume the same.

In the event any adjustments pursuant to this paragraph or **Section 10** are determined to be erroneous, then either Party who is entitled to additional monies shall invoice the other Party for such additional amounts as may be owing, and such amounts shall be paid within ten (10) days from the receipt of any such invoice; provided that no amounts may be so billed following the expiration of one (1) year after the date of Closing. Nothing contained in this **Section 15** shall prevent either Party from disputing any claim made by the other Party that an adjustment made at Closing was erroneous, so long as such claim is made within one (1) year following Closing.

Seller agrees that, as between Buyer and Seller, Seller shall be responsible for all liabilities, claims, demands and expenses of any kind or nature arising or attributable to the period prior to the Closing Date and which are in any way related to Seller's ownership, maintenance or operation of the Property, and all expenses related thereto ("Seller's Expenses"). If Buyer is required by a non-appealable order of a court of competent jurisdiction to pay Seller's Expenses, then Buyer shall have a claim against Seller for Seller's Expenses, and all expenses related thereto, including, but not limited to, court costs and reasonable attorneys' fees. Notwithstanding the foregoing, Seller shall not be responsible for any liabilities, claims, demands and expenses, of any kind or nature arising or attributable to the intentional or grossly negligent acts or omissions of Buyer and/or its employees, contractors or agents, including but not limited to acts and omissions associated with the Examinations.

Buyer agrees, to the extent permitted by Indiana law, to indemnify and hold Seller harmless from and against any and all liabilities, claims, demands and expenses, of any kind or nature, arising or attributable subsequent to the Closing Date until Buyer's disposition or other transfer of the Property and which are solely and directly the result of Buyer's ownership, maintenance or operation of the Property, including, but not limited to, court costs and reasonable attorneys' fees.

16. SALES EXPENSES: Seller and Buyer agree that all sales expenses are to be paid and satisfied in cash prior to or at the Closing.

A. SELLER'S EXPENSES: In addition to the prorations provided in **Sections 10 and 15**, Seller agrees to pay all costs of releasing existing loans and recording the releases; and the following costs: taxes accruing as of the Closing Date; all costs incurred in order to deliver the Property to Seller at closing free and clear of all claims, interests, encroachments and encumbrances (excluding the Permitted Exceptions) and other expenses not stipulated to be paid by Buyer under other provisions of this Agreement.

B. BUYER'S EXPENSES: In addition to the prorations provided in **Sections 10 and 15,** Buyer agrees to pay all expenses incident to any loan obtained by Buyer (e.g. loan commitment fees, preparation of note, mortgage, and other loan documents, recording fees, Mortgagee's Title Policy); the premium for the Owner's Title Insurance Policy; costs of any endorsements to the Owner's Title Insurance Policy or Mortgagee's Title Policy; the cost of the Survey; any and all closing fees; and other expenses to be paid by Buyer under other provisions of this Agreement.

17. DEFAULT: If Buyer defaults under this Agreement and fails to cure such default for a period of fifteen (15) days following Seller's issuance of written notice of default (which shall provide a reasonable description of such default) (a "**Buyer Default**"), Seller may either (i) waive the Buyer Default and continue Seller's performance under this Agreement, or (ii) terminate this Agreement, in which event Seller shall have no further right or remedy at law or in equity against Buyer. Seller shall have the option, in the event the termination of this Agreement resulting from a Buyer Default, to reimburse Buyer in the amount of Buyer's cost to obtain the Survey in exchange for receipt of the Survey. In the event that Seller defaults under this Agreement and fails to cure such default for a period of fifteen (15) days following Buyer's issuance of a written notice of default (which shall provide a reasonable description of such default) (a "**Seller Default**"), then, notwithstanding any other provision of this Agreement to the contrary, at Buyer's option (i) Seller shall reimburse Buyer in the amount of Buyer's cost to obtain the Survey and the premium for the Owner's Title Insurance Policy if any (both of which shall be delivered to Seller upon Buyer's receipt of such reimbursement) and this Agreement shall be terminated, or (ii) Buyer may seek specific performance, and in either of such events, Buyer shall have no further right or remedy at law or in equity against Seller.

18. ATTORNEY'S FEES: Either Party to this Agreement who is the prevailing Party in any legal or equitable proceeding against any other Party brought for a breach of this Agreement shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing Party.

19. Intentionally omitted.

20. DUTIES OF BUYER AND SELLER AT CLOSING:

A. At the Closing, Seller shall deliver to Buyer, the following:

(1) A duly executed and acknowledged General Warranty Deed conveying to Buyer or its designee good, marketable, and indefeasible title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions of every kind and nature, subject only to the Permitted Exceptions;

(2) A duly executed and acknowledged Vendor's Affidavit in a form acceptable to Buyer and Title Company;

(3) An Owner's Title Insurance Policy, with extended coverage, including all endorsements requested by Buyer (the "Title Policy") issued by Title Company, in the full amount of the Purchase Price, dated as of Closing, insuring Buyer's fee simple title to the Property to be good, marketable, and indefeasible, subject only to the Permitted Exceptions;

(4) Evidence of Seller's capacity and authority for the closing of this transaction;

(5) A certification establishing that no federal income tax is required to be withheld under the Foreign Investment and Real Property Tax Act;

(6) An executed Indiana Disclosure of Sales Information form complying with I.C. 6-1.1-5.5;

(7) A quit-claim bill of sale and general assignment conveying to Buyer any development rights or other intangible property of Seller in connection with the Property, if any;

(8) A duly executed Closing Statement; and

(9) All other necessary documents reasonably requested by Buyer to close this transaction.

B. At the Closing, Buyer shall deliver and perform the following:

(1) Pay the Purchase Price in the form of readily available funds;

(2) Execute a Closing Statement;

(3) Provide evidence of its capacity and authority for the closing of this transaction, if required by the Title Company;

(4) Execute a counterpart of the Indiana Disclosure of Sales Information form; and

(5) Execute all other necessary documents reasonably requested by Seller to close this transaction.

21. **CONDEMNATION:** If prior to Closing, condemnation proceedings are commenced against any portion of the Property or Seller receives notice of a proposed taking prior to Closing, Seller shall immediately notify Buyer of such notice or taking and Buyer shall have the option of either (i) terminating this Agreement by written notice to Seller within fifteen (15) days after Buyer's receipt of said notice, whereupon, notwithstanding any other provision of this Agreement to the contrary, this Agreement and all rights and obligations created hereunder shall be of no further force or effect; or (ii) requiring Seller to convey the Property, or such portion thereof as Buyer desires, to Buyer pursuant to the terms and provisions hereof and to transfer and assign to Buyer at Closing all of Seller's right, title, and interest in and to any award or other payment made or to be made by reason of such condemnation. Seller and Buyer hereby further agree that Buyer shall have the right to participate in all negotiations with any such governmental authority related to the condemnation of the Property.

22. **DOCUMENTS FROM SELLER:** Seller shall provide Buyer, within ten (10) business days following the Effective Date, copies of the following documents or information relating to the Property, if in Seller's possession or reasonably available to Seller (the "**Seller Documents**"):

    A. Prior title insurance policies, title commitments, title exception documents, vesting deeds, plats, and surveys.

    B. All environmental documents, including but not limited to prior environmental reports.

    C. All building plans, construction contracts, permits, and zoning approvals.

    D. Evidence of the location and capacity of all utilities, including but not limited to water, sanitary, electric, gas, telephone, and cable.

    E. Unrecorded leases (including farm leases), easements, and encumbrances, if any.

    F. Evidence of any third-party interests (including, but not limited to, mineral interests).

    G. Any other documents or reports relating to the Property and any other documents, materials, or information requested by Buyer.

23. **REPRESENTATIONS AND WARRANTIES OF SELLER:** To induce Buyer to execute this Agreement, Seller represents, warrants and covenants to Buyer as follows:

    A. Seller has the full capacity, right, power and authority to execute, deliver, and perform this Agreement and all documents to be executed by Seller pursuant hereto, and all required actions and approvals have been taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto. This Agreement and all documents to be executed pursuant hereto by Seller are and shall be valid, binding upon and enforceable against Seller in accordance with their respective terms.

    B. No action, suit, claim, arbitration, litigation, or other proceedings is pending or threatened against Seller or related to the Property or any part thereof.

C. Seller is not involved in any proceedings by or against Seller in any court under the Bankruptcy Code, or any other insolvency or debtor's relief law, whether federal or state, or for the appointment of a trustee, receiver, liquidator, assignee, or other similar official of Seller or a substantial part of Seller's property.

D. Seller has not received any notification from any governmental agency, authority, or any utility, of any pending or threatened claims, condemnations, planned public improvements, annexation, special assessments, rezoning, or other adverse claims affecting the Property or any part thereof or any proposed increases in the cost of utility services.

E. Seller will not create, permit, or suffer any lien or other encumbrance to attach to or affect the Property, other than the lien of non-delinquent real estate taxes. On the Closing Date, there will be no liens and/or unpaid claims of contractors, materialmen, or laborers which could give rise to a lien against the Property, and there will be no mortgages or security interests against the Property.

F. Seller has good and marketable fee simple title to the Property, free and clear of all liens, security interests, encumbrances, recorded and unrecorded leases, service contracts, and restrictions of every kind and description, except the Permitted Exceptions and liens and encumbrances to be released on the Closing Date. There is no written or oral purchase agreement, lease, offer or option to purchase, right of first offer or first refusal for the sale or lease of all or any portion of the Property.

G. There are no persons or entities in possession or occupancy of or claiming any interests in the Property or any part thereof other than Seller, nor are there any other persons or entities who have possessory or other rights with respect to or interests in the Property or any part thereof. From the date of execution of this Agreement through the date of Closing, Seller will not enter into any lease, agreement or arrangement with respect to any portion of the Property.

H. To Seller's knowledge, no Hazardous Materials have been used, generated, manufactured, stored, treated, released, or disposed of at, in, on, or under the Property.

I. Except as may be disclosed in the environmental reports previously delivered by Seller to Buyer, to Seller's knowledge, the Property complies with Environmental Law and Seller has received no other notices to the contrary.

J. To Seller's knowledge, there are no soft soils, underground storage tanks, or subsurface materials which would increase the cost to develop the Property.

K. From the date of execution of this Agreement through the date of Closing, Seller shall continue to maintain the Property in its present condition, and shall not, subject to any activities conducted on the Property by Buyer pursuant to the Access Agreement, alter any portion of the Property in any material respect or construct any material improvements to the Property.

L. From the date of execution of this Agreement through the date of Closing, Seller will not enter into any oral or written agreements affecting the Property which might become binding on Buyer or the Property at or after Closing.

M. To Seller's knowledge, the Property complies with all applicable laws and ordinances, and the present maintenance, operation and use of the Property does not violate any environmental, zoning, subdivision, building or similar law, ordinance, code, regulation or governmental permit affecting the Property, and Seller shall provide to Buyer promptly following Seller's receipt, written notice of alleged material violations of applicable law with respect to the Property received by Seller from and after the Effective Date.

N. Seller has no employees or employment agreements or collective bargaining agreements at the Property for which Buyer will be responsible after closing. Seller is not a "foreign person" as defined by the Internal Revenue Code (the "Code"), Section 1445.

O. Seller is not in violation of any legal requirements, now or hereafter in effect, relating to money laundering, anti-terrorism, trade embargoes and economic sanctions, including, without limitation, Executive Order 13224 (as defined below) and the Patriot Act (as defined below). Seller (i) is not (a) a Blocked Person (as defined below) or (b) owned, in whole or in part, directly or indirectly, by any Blocked Person; and (ii) does not (a) conduct any business or engage in any transaction or dealing with a Blocked Person or (b) deal in, or otherwise engage in, any transaction or dealing relating to any property, or interests in property, blocked pursuant to Executive Order 13224. As used herein, (i) "Blocked Person" is defined as any individuals or entities which (a) are owned or controlled by, or acting on behalf of, the governments of countries currently listed under section 6(j) of the Export Administration Act as supporting international terrorism, or (b) are owned or controlled by, are acting on behalf of, or are associated with, international terrorism, as indicated by their listing on the Treasury Department's Specially Designated Nationals and Blocked Persons, as updated from time to time; (ii) "Executive Order 13224" is defined as Executive Order Number 13224, "Blocking Property Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism," 66 Fed. Reg. 49079 (Sept. 23, 2001); and (iii) "Patriot Act" is defined as the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. No. 107-56, 115 Stat. 272

The foregoing representations are true, correct, and complete, and the foregoing warranties are in full force and effect and binding on Seller, as of the Effective Date, and shall be true and correct and in full force and effect, and deemed to have been reaffirmed and restated by Seller as of the Closing Date, shall survive Closing, shall not be deemed merged into any instrument of conveyance delivered at Closing, and shall inure to the benefit of and be enforceable by Buyer and its successors and assigns.

Except as provided below, the representations and warranties contained in this **Section 23** will survive for twelve (12) months after the Closing Date, and will thereafter terminate, together with any claims under or remedies associated with **Section 17**, above. The representations and warranties contained in this **Subsection 23** will survive indefinitely.

24. Intentionally omitted.

25. MISCELLANEOUS:

A. Any notice or demand required or permitted to be given under this Agreement or by law shall be in writing and deemed to have been duly given (a) on the date of delivery of such notice, if delivered in person by the sending Party (or its agent), (b) on the date an electronic mail containing such notice is sent (provided that a duplicate copy is sent contemporaneously by one of the other methods described in this **Section 25(A)**, (c) on the next business day following the date such notice is deposited with a nationally recognized overnight delivery service, or (d) three (3) business days following mailing, if such notice is sent via United States mail, postage prepaid and certified with return receipt requested, in each case to the appropriate address(es) set forth below (or to such other address as a Party may designate from time to time by notice to the other Party):

Seller: Adam Gerig
3474 Stellhorn Rd
Fort Wayne, IN 46815
adam.gerig@century21.com

Buyer: City of Fort Wayne Parks and Recreation Department
Attn: Chris Carmichael
Property Manager
200 E Berry St, Suite 470
Fort Wayne, IN 46802
christopher.carmichael@cityoffortwayne.org

With a copy to:

City of Fort Wayne
Attn: Law Department
200 East Berry Street, Suite 430
Fort Wayne, IN 46802

B. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and the jurisdiction and preferred venue with respect to any disputes arising hereunder will be proper only in a court of applicable jurisdiction located in Allen County, Indiana.

C. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, and assigns. Buyer may, without the consent of Seller, assign its rights under this Agreement to a third party at any time on or before the Closing Date.

D. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

E. This Agreement constitutes the sole and only agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties respecting the transaction and cannot be changed except by their written consent.

F. Time is of the essence of this Agreement.

G. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa unless the context requires otherwise.

H. This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same agreement. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

I. The provisions of this Agreement and of the documents to be executed and delivered at the Closing are and will be for the benefit of Seller and Buyer (and Buyer's assigns, if any) only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at the Closing.

J. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

K. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Agreement falls on a Saturday, Sunday or federal legal holiday, then such date will be extended to the next following date which is not a Saturday, Sunday or federal legal holiday.

26. PROFESSIONAL FEES: Each Party warrants to the other that no real estate brokers or other intermediaries are involved in connection with the transaction.

27. CONFIDENTIALITY: Buyer and Seller shall maintain the confidentiality of all documents supplied to or obtained by Buyer in connection with its due diligence of the Property, and any related documents, subject to disclosure on a "need to know" basis to attorneys, clients, potential lenders, actual lenders, equity investors, accountants, architects, appraisers, engineers, contractors, consultants, tenants, and potential tenants, as required by applicable law or judicial process, or as required to be provided to governmental and quasi-governmental bodies, agencies, and employees in connection with any entitlement or other processes in which Buyer engages with respect to its inspection of the Property. The Parties expressly confirm that this confidentiality provision is an essential and material term of this Agreement that is intended to be enforceable by any remedies available at law or equity, including injunctive relief.

28. EXCLUSIVE RIGHTS: Seller and Seller's agents shall refrain from all further marketing efforts for the Property and shall not accept or entertain offers, negotiate, solicit interest, or otherwise enter into discussions involving the sale, recapitalization, restructuring, or disposition of all or any part of the Property, until the termination of this Agreement.

29. **JUDICIAL INTERPRETATION:** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not construe this Agreement against one Party more strictly by reason of the rule of interpretation that a document is to be construed more strictly against the Party that prepared the same, it being agreed that the agents of each Party have participated in the preparation of this Agreement and that each Party thereto consulted with independent legal counsel of its own selection or had the opportunity to consult with such legal counsel prior to the execution of this Agreement.

30. **WAIVER OF ADDITIONAL DAMAGES:** Notwithstanding any provision in this Agreement to the contrary, neither Party will be liable to the other Party for consequential damages, such as lost profits or interruption of the other Party's business, or incidental, punitive, exemplary or special damages, except that this sentence will not apply to Seller's breach of its confidentiality obligations under this Agreement.

31. **WAIVER OF JURY TRIAL:** TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, SELLER AND BUYER WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN OR AMONG SELLER AND BUYER ARISING OUT OF THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.

32. **ANTI-CORRUPTION:** Seller will not knowingly permit anyone to pay bribes to anyone for any reason, whether in dealings with governments or the private sector, or otherwise violate any applicable anti-corruption laws in performing under this Agreement. Seller will maintain true, accurate and complete books and records concerning any payments made to another party by Seller under this Agreement, including on behalf of Buyer. Buyer and its designated representative may inspect Seller's books and records to verify such payments and for the compliance with this **Section 32**.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates below but effective as of the Effective Date.

SELLER:
Adam Gerig

Printed: Adam Gerig

Date: 8/28/2026

BUYER:
City of Fort Wayne Parks and Recreation Department

By: _____

Printed: Steve McDaniel

Title: Director of Fort Wayne Parks & Recreation Dept.

Date: 12/12/2026

EXHIBIT "A"

1624 Goshen Avenue, Fort Wayne, IN 46808

Legal Description:

Commencing at a point on the Section line between Section 27 and 34, a distance of 330 feet West and 92 feet North of the Northwest corner of Lot 5 in Dykes Out Lots in Section 34-31-12; thence West to a point where the Section line crosses the Goshen Road; thence in a Southeasterly direction along the North like of said Goshen Road to the point 330 feet West of the line dividing Lots 5 and 7 in Dykes Lots aforesaid; thence North parallel with the East line of Lot Number 7, in the Office of the Recorder of Allen County, Indiana.

ALSO

That tract or parcel of land in Section 27.

Commencing at the Northwest corner of Dykes Outlot Number 7 in Section 34 aforesaid; thence East along the Section line between Section 27 and 34 to a point 330 feet West and 92 feet North of the Northwest corner of Lot Number 5 in Dykes Out Lots aforesaid; thence North to the center of Neuhaus Ditch (Spy Run Creek Deed); thence Northwesterly along the meanderings of said Neuhaus Ditch to a point where the same crosses the Goshen Road; thence Southeasterly (South Deed) along the Easterly (North Deed) line of said Goshen Road to the place of beginning.

Except for widening of Goshen Road as recorded in Deed Record 327, pages 273-274.

PIN: 02-07-27-400-001.000-073



EXHIBIT "B"

REAL ESTATE PURCHASE AGREEMENT

Exhibit B consists of pages 1 through 17 of full document.

ACCESS AND INDEMNIFICATION AGREEMENT

This Access and Indemnification Agreement (this "Agreement") is entered into as of this 12th day of November 2026 by and between ADAM GERIG, individually, ("Seller") and the CITY OF FORT WAYNE PARKS AND RECREATION DEPARTMENT ("Buyer"). Seller and Buyer are collectively referred to herein as the "Parties".

RECITALS

A. WHEREAS, Seller is the owner in fee of the real property described in Exhibit A attached hereto and incorporated herein by reference (the "Property").

B. WHEREAS, Seller has granted Buyer permission to access and enter upon the Property, on a temporary basis, for the purpose of conducting certain Examinations of the Property as defined in and pursuant to that certain Real Estate Purchase Agreement entered into by Seller and Buyer on November 12, 2026 (the "Purchase Agreement"), a copy of which is attached hereto and incorporated herein by reference as Exhibit B.

C. WHEREAS, pursuant to this Agreement Seller will allow Buyer to access and enter upon the Property, on a temporary basis, for the purpose of conducting the Examinations as more particularly described in the Purchase Agreement.

NOW, THEREFORE, Seller and Buyer hereby agree as follows:

AGREEMENT

1. Right of Access. Seller hereby grants to Buyer, its agents, employees, contractors and subcontractors, the temporary right to access and enter upon the Property for the purpose of conducting the Examinations pursuant to the Purchase Agreement (the "Right of Access").

2. Term. The term of this Agreement shall be coterminous with the Due Diligence Period and any Due Diligence Extension Period, as defined in Section 9 of the Purchase Agreement (the "Term").

3. Indemnification.

(a) Buyer hereby agrees to indemnify, defend, and hold harmless Seller, to the extent permitted by law, from all actions, claims, suits, penalties, obligations, liabilities, damages to property, injuries or death of persons, which occur during the Term and which are caused solely and directly by Buyer's conducting of the Examinations on the Property during the Term, unless such actions, claims, suits, penalties, obligations, liabilities, damages to property, or injuries or death to persons results from the negligent or intentional act or omission of

Seller or a third party. Buyer will at all times maintain commercially reasonable insurance coverage to cover its potential indemnity obligations under this Agreement. Buyer's covenant of indemnity is expressly limited to the indemnification of direct damages or losses sustained by Seller and excludes indemnification for indirect, unintended, special, consequential and exemplary damages.

(b) Seller and Buyer agree that Buyer shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the date of this Agreement, related to the presence of Hazardous Substances (as defined below) or other endangerments of any type or nature in, on, or under the Property. For purposes of this Section, the following terms have the following meanings: (a) "Hazardous Substances" mean and include (a) any friable asbestos, or asbestos containing material, PCBs, dioxins and urea formaldehyde foam insulation; (b) any petroleum products; (c) any waste, substance, material, pollutant or contaminant defined as hazardous or toxic in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act and the Resource Conservation Recovery Act, as the same may heretofore or hereafter be amended; and (d) any waste, substance, material, pollutant or contaminant (i) defined as hazardous or toxic in (or for purposes of) any other Environmental Laws (as defined below) now or at any time hereafter in effect or (ii) the presence, disposal, release or threatened release of which on, onto or from any premises (including the Property Area) is governed by any other applicable Environmental Laws. (b) "Environmental Laws" mean all federal, state and local laws, ordinances, rules and regulations now or at any time hereafter in effect which regulate, relate to or impose liability or standards of conduct concerning any Hazardous Substances, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act and the Resource Conservation and Recovery Act.

4. Compliance with Laws/Permits. Buyer shall, in all activities undertaken pursuant to this Right of Entry, comply and cause its contractors, subcontractors, agents and employees to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees applicable to Buyer's conducting of the Examinations. Without limiting the generality of the foregoing, Buyer at its sole cost and expense, shall obtain any and all permits which may be required by any law, rule, regulation or ordinance required for Buyer to conduct the Examinations pursuant to this Agreement.

5. Restoration of the Property. Upon the expiration or earlier termination of this Agreement, Buyer shall, at its own cost and expense, restore the Property to

substantially the same condition in which the Property existed prior to Buyer's entry upon the Property for the purpose of conducting the Examinations.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

SELLER:

Adam Gerig

BUYER:
City of Fort Wayne Parks and Recreation Department

By:_____
Steve McDaniel
Director

Exhibit A

1624 Goshen Avenue, Fort Wayne, IN 46808

Legal Description:

Commencing at a point on the Section line between Section 27 and 34, a distance of 330 feet West and 92 feet North of the Northwest corner of Lot 5 in Dykes Out Lots in Section 34-31-12; thence West to a point where the Section line crosses the Goshen Road; thence in a Southeasterly direction along the North like of said Goshen Road to the point 330 feet West of the line dividing Lots 5 and 7 in Dykes Lots aforesaid; thence North parallel with the East line of Lot Number 7, in the Office of the Recorder of Allen County, Indiana.

ALSO

That tract or parcel of land in Section 27.

Commencing at the Northwest corner of Dykes Outlot Number 7 in Section 34 aforesaid; thence East along the Section line between Section 27 and 34 to a point 330 feet West and 92 feet North of the Northwest corner of Lot Number 5 in Dykes Out Lots aforesaid; thence North to the center of Neuhaus Ditch (Spy Run Creek Deed); thence Northwesterly along the meanderings of said Neuhaus Ditch to a point where the same crosses the Goshen Road; thence Southeasterly (South Deed) along the Easterly (North Deed) line of said Goshen Road to the place of beginning.

Except for widening of Goshen Road as recorded in Deed Record 327, pages 273-274.

PIN: 02-07-27-400-001.000-073



Exhibit B

Form of Access Agreement

Exhibit B consists of pages 18 through 22 of full document.