

# ONLINE ONLY COMMERCIAL REAL ESTATE AUCTION



***SOUTH TRANSPORTATION FACILITY***  
*6006 Ardmore Avenue, Fort Wayne, IN 46809*

**INFORMATIONAL PACKET**



**ONLINE BIDDING OPEN:  
WEDNESDAY, APRIL 10TH - WEDNESDAY, APRIL 17TH**

**VERSATILE PROPERTY WITH PLENTY OF SPACE AND POTENTIAL!**

**STEFFEN GROUP**  
REAL ESTATE & AUCTIONS

**260.426.0633 • STEFFENGRP.COM**

**SALE MANAGER:** Brandon Steffen (260.710.5684) · Brandon.Steffen@Steffengrp.com

**OWNER:** Fort Wayne Community Schools

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### BUILDING LOCATION / ZONING

**Street Address:** 6006 Ardmore Ave.  
**City, State, Zip:** Fort Wayne, IN 46809  
**Acreage:** 8.53 +/- Acres  
**Zoning:** R1 - Assume Rezoning  
**Property Type:** Vehicle Maint. Facility

### BUILDING DATA

**Former Use:** FWCS Vehicle Maint. Facility  
**Date of Construction:** 1979  
**Total Square Feet:** 17,411 SF  
**Building Type:** Vehicle Maintenance  
 Light Manufacturing

### UTILITIES

**Sewer:** City  
**Water:** City  
**Electrical:** 600 AMP / 3 Phase  
**Natural Gas:** Available / Nipsco

### PROPERTY TAXES

**Parcel #:** 02-12-29-226-005.000-068  
 02-12-29-226-004.000-068  
**Annual Taxes:** \$0.00 - School Corp. / Exempt  
**Tax Year:** N/A

### PRICE / AVAILABILITY

**Price:** Auction  
**Available:** Immediately

### BUILDING INFORMATION

#### Main Building

**Total Square Feet:** 15,911 SF  
**Finished Office Area:** 8,238 SF  
**Shop Area:** 7,673 SF  
**Overhead Doors:** 10 (8' x 12' and 10' x 14')  
**Foundation Type:** Concrete Slab  
**Wall Type:** Concrete Block  
**Roof Type:** Rubber Membrane  
**Gutters/Down Spouts:** Metal  
**Slab Thickness:** 6" Assumed  
**Exterior Finish:** Brick  
**Sprinkler:** Yes  
**Restrooms:** 3  
**Heating (Office):** Gas Forced Air  
**Heating (Shop):** Suspended Gas Heat  
**Cooling (Office):** Central Air  
**Windows:** Fixed  
**Eave Heights:** 12'-20'  
**Bay Spacing:** 20'  
**Fuel Pumps/Tanks:** Yes - See Environmental

#### Warehouse Building

**Total Square Feet:** 1,500 SF  
**Overhead Doors:** Yes  
**Utilities:** This building has electricity but no HVAC

**ONLINE AUCTION START TIME:** Wednesday, April 10, 2024 – 9:00 am

**ONLINE AUCTION REAL ESTATE END TIME:** Wednesday, April 17, 2024 – 2:00 pm

\*\* The close of bidding is a “soft close/ automatically extended.” If a bid is received during the last two minutes of bidding, it will automatically be extended an additional two minutes.

**HOW DO I BID ON THIS PROPERTY:** To bid on this property, go to [www.Steffengrp.com](http://www.Steffengrp.com) and click on the FWCS 6006 Ardmore Avenue Auction. You can access the bidding portal through this page.

**QUALIFICATION OF REGISTERED BIDDER:** Prior to being approved as a registered Bidder (“Bidder may also be referred to interchangeably with “Buyer”) for the Auction. The following will be required from all potential Bidders

1. A bank letter of Credit that is satisfactory to the Auctioneer showing that the Bidder has financial fitness and adequate bank preapproval to close on the Real Estate within thirty (30) days of the conclusion of the Auction.

2. Pursuant to IC-36-1-11-16, certain persons and entities who have been delinquent in the payment of real estate taxes may not bid on the Real Estate. The Auctioneer shall require the Buyer to attest that they do not owe any delinquent taxes, special assessments, penalties, interest, or costs directly attributable to a prior tax sale on a tract of real property listed under IC 6-1.1-24-1 and all applicable provisions under IC 6-1.24.1 Additionally, pursuant to IC 36-1-11-4(h), a trust as a potential bidder must identify to the Auctioneer each beneficiary of the trust as well as the settlor, to ascertain such persons are not ineligible to bid under IC 36-1-11-16.

**PLEASE READ AND REVIEW THE REAL ESTATE TERMS THOROUGHLY PRIOR TO BIDDING ON THIS PROPERTY**

**UPON CONCLUSION OF THE AUCTION:** The Winning Bidder will be emailed a Real Estate Contract to either sign digitally or to print and sign without any modifications and return the completed and signed contract to The Steffen Group Inc. by email, fax or in person by 5:00 PM the day of the auction. Along with the completed, signed contract, the winning bidder will be required to send the non-refundable earnest money deposit in the amount of ten percent (10%) of the bid price as stated in the terms and conditions. The earnest money deposit will be held in escrow until closing, and that amount will then be credited to the Buyer at closing.

A successful bidder not executing and returning the completed contract and earnest money deposit by 5:00 PM the day of the auction will be considered in default. Such default by the Successful Bidder will result in the Bidder's liability to both the Seller and The Steffen Group, Inc. Seller shall have the right to

(a) declare this contractual agreement canceled and recover full damage for its breach, (b) to elect to affirm this contractual agreement and enforce its specific performance or (c) Seller can resell the property either publicly or privately with The Steffen Group Inc. and in such an event, the Buyer shall be liable for payment of any deficiency realized from the second sale plus all costs, including, but not limited to the holding costs of the property, the expenses of both sales, legal and incidental damages of both the Seller and The Steffen Group Inc. In addition, The Steffen Group Inc. also reserves the right to recover any damages separately from the breach of the Buyer.

**METHOD OF PAYMENT AND CLOSING:** A non-refundable earnest money deposit in the amount of 10% of the purchase price will be required on the day of sale, with the balance due the day of closing. The closing shall occur within 30 days after the execution of the purchase agreement at a title company selected by the Seller. This real estate is being sold for cash, and your bidding is not contingent upon financing. Have your financing prearranged before auction day. BIDDERS WILL BE REQUIRED TO PROVIDE THE AUCTION COMPANY WITH PROOF OF FINANCIAL ABILITY TO CLOSE THE TRANSACTION WITHIN 30 DAYS OF THE AUCTION. The closing fee charged by the Title Company to conduct and facilitate the insured closing shall be split 50:50 between the Buyer and Seller.

**BUYER'S PREMIUM:** In order to determine the final sales price of the real estate, a 1% buyer's premium will be added to the winning bid. Thus, determining the final purchase price of the real estate.

**ACCEPTANCE OF BID:** The property is selling with reserve which shall be set by and subject to the confirmation and approval of the Fort Wayne Community School Board of Trustees, which may reject any and all offers.

**TITLE:** Seller will provide the buyer with an owner's policy of title insurance in the amount of the purchase price, insuring the Buyer of a clear and marketable title to the Real Estate. The seller will convey title to the property by warranty deed.

**TAXES:** There shall be no tax credit given to the Buyer at closing as this Real Estate is owned by a non-taxable entity (school corporation).

**POSSESSION:** Possession will be given to the Buyer on the day of final closing.

**PROPERTY CONDITION REPORTS:** Seller's environmental reports, title commitment, and surveys of the Real Estate will be available to bidders for review prior to the Auction but shall not be considered a warranty of any condition of the Real Estate, nor shall the provision of these documents alter the “As-Is” and “Where-Is” nature of this transaction. Any other reports or surveys that a Buyer may wish to obtain are at the Buyer's sole cost and expense and shall not delay or be a condition to closing.

## ACCEPTANCE OF AUCTION TERMS AND CONDITIONS AND AFFIDAVIT OF COMPLIANCE

COMES NOW, \_\_\_\_\_ (“Affiant”) and for Affiant’s Acceptance of Auction Terms and Conditions and Affidavit of Compliance being duly sworn upon his/her oath and states as follows:

1. At all times relevant Affiant is a competent adult person.
2. Affiant has personal knowledge of all relevant information.
3. Affiant is submitting a registration for eligibility to bid at the auction for the sale of 6006 Ardmore Avenue, Fort Wayne, IN 46809 (“Real Estate”) which Real Estate is owned by Fort Wayne Community Schools, an Indiana public school corporation (“Seller”) and the Steffen Group, Inc. is acting as the Auctioneer on behalf of Seller.
4. Affiant affirms Affiant is aware of the following terms and conditions of the Auction sale of the Real Estate beginning April 10, 2024, at 9:00 a.m. EST and ending on April 17, 2024, at 2:00 p.m. EST:
  - a. Earnest Money Deposit: The Auctioneer shall require the Buyer to deposit a non-refundable earnest money deposit in the amount of Ten Percent (10%) of the selling price upon the execution of the purchase agreement.
  - b. Title: The Seller shall provide the Buyer with an owner’s policy of title insurance in the amount of the purchase price, insuring the Buyer of a clear and marketable title to the Real Estate. The Seller shall convey the Real Estate by an applicable warranty deed.
  - c. Taxes: There shall be no tax credit given to the Buyer at closing as this Real Estate is owned by a non-taxable entity (school corporation).
  - d. Possession: Possession of the Real Estate shall be given to the Buyer on the day of final closing.
  - e. Closing: The closing shall occur no later than Thirty (30) days after the execution of the purchase agreement at a title company selected by Seller (“Title Company”). The closing fee charged by the Title Company to conduct and facilitate the insured closing shall be split 50:50 between the Buyer and Seller.
  - f. Condition of Real Estate: The Buyer(s) shall purchase the Real Estate “As-Is” and “Where-Is” with no express or implied warranty.
  - g. No Contingencies: The Real Estate shall be sold for cash and shall not be contingent upon the financing, zoning, environmental review, or any other such contingencies other than the inability of Seller to provide marketable title.
  - h. Auction Reserve: The acceptance of the bid at the conclusion of the auction sale bidding, shall be subject to approval by the Fort Wayne Community Schools board of trustees and the sale thereof shall be explicitly contingent thereon.
  - i. Property Condition Reports: Seller’s environmental reports, title commitment and surveys of the Real Estate have been made available to Affiant for review prior to Auction but shall not be considered a warranty of any condition of the Real Estate,

nor shall the provision of these documents alter the “As-Is” and “Where-Is” nature of this transaction. Any other reports or surveys that a Buyer may wish to obtain are at the Buyer’s sole cost and expense and shall not delay closing.

j. Buyer Premium: A One Percent (1.00%) buyer’s premium shall be added to the total bid amount which the Affiant bids on the Real Estate. This shall be in addition to the bid of Affiant and shall be an additional amount due and owing to the total purchase price due and owing under the terms of the purchase agreement.

- 5. Affiant represents they have a bank letter of credit indicating financial fitness and adequate bank pre-approval to close on the Real Estate within Thirty (30) days from the conclusion of the auction, which shall conclude on April 17, 2024.
- 6. Pursuant to I.C. 36-1-11-16, Affiant represents that Affiant is not delinquent in the payment of Real Estate taxes and it in compliance therewith.
- 7. Affiant represents that Affiant does not owe any delinquent taxes, special assessments, penalties interest, or costs directly attributable to a prior tax sale on any tract of real property listed under I.C. 6-1.1-24-1 and that Affiant is in compliance with all applicable provisions under I.C. 6-1.1-24-1.
- 8. Affiant is aware that pursuant to I.C. 36-1-11-4(h), if Affiant is a representative of a trust that Affiant shall identify to the Auctioneer each beneficiary of the trust as well as the settlor, and Affiant represents that any such persons are not ineligible to bid under I.C. 36-1-11-16.

I affirm under the penalties for perjury that the following representations are true.

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

\_\_\_\_\_  
\_\_\_\_\_



# SOUTH TRANSPORTATION FACILITY



## PURCHASE AGREEMENT

## AUCTION PURCHASE AGREEMENT

DATED: April 17, 2024 (“**Effective Date**”)

THIS REAL ESTATE AUCTION PURCHASE AGREEMENT (“**Agreement**”) is made and entered into as of the Effective Date by and between Fort Wayne Community Schools, an Indiana public school corporation (“**Seller**”), and the party executing the Buyer’s signature page attached hereto (“**Buyer**”). In consideration of the terms, covenants and conditions contained in this Agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **PURCHASE** The bid price is \$ \_\_\_\_\_ in addition to one percent (1%) buyer’s premium, making the total amount due and owing under this Agreement \$ \_\_\_\_\_ (“**Purchase Price**”).

1.1 **PURCHASE AND SALE**. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller all of Seller’s rights, title and interest in and to the Real Estate identified and/or described in Exhibit “A” attached to and made a part of this Agreement. Said Real Estate is commonly known as 6006 Ardmore Avenue, Fort Wayne, Allen County, Indiana, together with all improvements located thereon, and all easements and other rights and privileges pertaining or appurtenant thereto to which Seller has ownership and/or right of use (such real estate, improvements, easements, rights and privileges being referred to in this Agreement collectively as the “**Real Estate**”).

### 2. **EARNEST MONEY AND PURCHASE PRICE**.

2.1 **Earnest Money**. Concurrently with Buyer’s execution of this Agreement, Buyer shall deliver by wire transfer to The Steffen Group, Inc. a non-refundable Earnest Money deposit in the amount of \$ \_\_\_\_\_, such amount being equal to ten percent (10%) of the Purchase Price (the “**Earnest Money**”).

3. **STATUS OF TITLE TO PROPERTY**. Seller shall provide to Buyer an updated Commitment for an Owner’s Policy of Title Insurance from the Title Company in the amount of the Purchase Price (the “**Commitment**”) on or before the thirty (30) days from the Effective Date of this Agreement. All exceptions noted in the Commitment shall be considered permitted exceptions unless the title company requires their removal in order to insure title (“**Permitted Exceptions**”). At Closing, Seller shall convey the Real Estate to Buyer by a recordable Warranty Deed (the “**Deed**”), subject to the following: (a) the Permitted Exceptions. (b) rights-of-way, rights, duties, obligations, agreements, limitations, covenants, conditions, easements, restrictions and other matters of record; (c) rights of way for drainage tiles, ditches, feeders, laterals, and legal drains and ditches, if any; (d) legal highways and public rights-of-way; (e) all matters that would be disclosed by an accurate survey or inspection of the Property; (f) zoning ordinances and other governmental restrictions affecting the Real Estate; (g) mineral or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved; and (h) the matters set forth in **Section 6.1**.

### 4. **CLOSING**.

4.1 **Closing Date**. The closing of the transaction contemplated by this Agreement (the “**Closing**”) shall take place at such location as Seller shall determine, on or before the thirtieth (30th) day following the Effective Date of this Agreement (“**Closing Date**”).

4.2 **Closing Documents**. At the Closing, contemporaneously with the payment by Buyer of the Purchase Price, Seller shall deliver to Buyer: (a) the Deed to the Real Estate subject to those matters listed in



Section 3, (b) a vendor's affidavit acceptable to the Title Company for the deletion of the standard exceptions for non-survey matters from its title policy; (c) a certification of non-foreign status with respect to Seller as required by Section 1445 of the Internal Revenue Code; (d) a Disclosure of Sales Information Form as required by Ind. Code 6-1.1-5.5 (e) a bill of sale to the Personal Property (if applicable) and (f) an Owner's Commitment of Title Insurance (the "**Title Policy**") free of any liens related to Seller's mortgage or for delinquent taxes (collectively, the "**Closing Documents**").

4.3 **Survey.** The Seller shall provide the Buyer with a retracement boundary survey dated August 7, 2023 which was completed by A&Z Engineering. In the event the Buyer requires any additional surveys, it will be at the sole cost of the Buyer. The need for an additional survey shall not be a condition of closing.

4.4 **Closing Costs.** Closing Costs shall be paid as follows:

a. **Seller's Expenses.** Seller agrees to pay all costs of releasing existing loans and recording any necessary releases; 50% of any insured closing fee and Disclosure of Sales Information form; the premium for the Owner's Title Insurance Policy; and Seller's broker's commission.

b. **Buyer's Expenses.** Buyer agrees to pay all expenses incident to any purchase money loan (e.g. Loan commitment fees, preparation of note, mortgage, and other loan documents, recording fees, Mortgagee's Title Policy, pre-payable interest, credit reports), if any; 50% of any insured closing fee; any fees for endorsements to the Title Policy requested by Buyer; and the buyer's premium due under this Agreement.

4.5 **Possession.** Possession shall be given to the Buyer on the day of final Closing.

4.6 **Taxes and Assessments.** There shall be no tax credit given to the Buyer at closing as this Real Estate is owned by a non-taxable entity (school corporation).

4.7 **Insurance.** All insurance maintained by Seller relating to the Real Estate, if any, shall be canceled as of Closing.

5. **RISK OF LOSS.** All risk of loss or damage to the Real Estate and Personal Property if applicable, shall be borne by Seller to and including the date of Closing. In the event that, following the execution of this Agreement, all or any portion of the Real Estate is materially damaged or becomes the subject of an appropriation proceeding or threat thereof by a public or quasi-public authority having the power of eminent domain, Seller shall promptly notify Buyer thereof. In such event, Buyer may (i) elect to terminate this Agreement, in which event the Earnest Money shall be immediately returned to Buyer, or (ii) elect to proceed with the transaction, in which event Buyer shall be entitled to the insurance proceeds related to the damage to the Real Estate or the proceeds of any condemnation award or payment in lieu thereof related to that portion of the Real Estate taken as a result of such eminent domain proceedings or threat thereof. Seller may, at its option, either prosecute any condemnation claim itself or allow Buyer to appear in and prosecute such claim. If Buyer elects to terminate this Agreement as authorized in this Section 5, Buyer shall notify Seller within ten (10) days after Buyer has received written notice of such damage or destruction or any appropriation proceeding or threat thereof.

6. **DISCLAIMERS; "AS IS".**

6.1 **As-Is Sale.** By signing this Agreement, Buyer acknowledges that Buyer is a sophisticated buyer with experience in owning and operating real property. Buyer realizes the special nature of this transaction, understands and freely assumes all risks involved in connection with this transaction, and acknowledges that the risks are reflected in the Purchase Price and the terms upon which Buyer is willing to purchase and Seller is willing to sell the Real Estate and Personal Property, if applicable. Buyer acknowledges that Buyer has had an opportunity to make an independent investigation and examination of the Real Estate and Personal Property if applicable and to become fully familiar with the physical condition of the Real Estate and Personal Property if applicable, and has not relied on any

information or materials delivered or caused to be delivered by Seller in connection therewith. It is further agreed that this Agreement shall supersede any and all marketing materials and other materials supplied or made available prior to or in connection with the Auction (the "Real Estate Data"). Seller makes no warranty or representation with respect to the Real Estate Data, and Seller, for and on behalf of each Seller-Related Party (as hereinafter defined) hereby expressly disclaims any representation or warranty whatsoever, express or implied, as to the content, accuracy or completeness of the Real Estate Data. Any Auction Announcement (as hereinafter defined) that was made at Auction supersedes the Real Estate Data and shall be deemed incorporated into this Agreement. As used herein, (a) the term "Auction Announcement" means any announcement made during the Auction by the Seller or the auctioneer conducting the sale of the Real Estate and Personal Property if applicable, whether orally or in writing, and (b) the term "Seller-Related Parties" means individually and collectively, Seller and Seller's officers, directors, members shareholders, employees, attorneys, agents and representatives, if applicable.

Buyer by its execution hereof, acknowledges that the Real Estate and Personal Property if applicable is sold "AS-IS" AND "WHERE-IS" and that Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, as to, concerning or with respect to (a) the value, nature, quality or condition of the Real Estate and Personal Property if applicable, including, without limitation, the water, soil and geology; (b) the existence of any environmental contamination, environmental damages, environmental requirements, environmental violations or hazardous materials, hazards or conditions thereon (including, but not limited to, the presence of asbestos or asbestos containing materials, lead based paint, underground storage tanks, pesticide residues, landfills, or the release of hazardous substances or the disposal or existence, in or on the Real Estate, of any hazardous materials); (c) the income to be derived from the Real Estate; (d) the suitability of the Real Estate for any and all activities and uses which Buyer may conduct thereon; (e) the compliance of or by the Real Estate or its operation with any laws, rules, ordinances or regulations of any applicable government authority or body (including any environmental protection, pollution or land use laws, rules, regulation, orders or requirements); (f) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Real Estate; (g) the manner or quality of the construction or materials, if any, incorporated into the Real Estate (h) the manner, quality, state of repair or lack of repair of the Real Estate and Personal Property if applicable, (i) the availability of access to the Real Estate from public rights-of-way or the availability of utilities (including, without limitation, the availability or adequacy of any water); (j) the revenues from or expenses of the Property; (k) the acreage or dimensions of the Real Estate; (l) the real property taxes on the Real Estate; (m) whether any portion of the Real Estate lies within any flood hazard area as determined by the U.S. Army Corps of Engineers or other applicable authority or whether the Real Estate contains any wetlands or waters of the State or the United States; (n) any other matter or thing affecting or relating to the Property. No warranty has arisen through trade, custom or course of dealing with Buyer.

Buyer declares and acknowledges that the foregoing shall be considered a material and integral part of the sale contemplated by this Agreement and is reflected in the consideration payable by Buyer under this Agreement as inducement for Seller to proceed with the transaction contemplated by this Agreement. Buyer further declares and acknowledges that the foregoing has been brought to the attention of Buyer and explained in detail, and that Buyer has voluntarily and knowingly consented thereto.

6.2 **Release.** Buyer further releases the Seller-Related Parties from all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorneys' fees and disbursements), whether suit is instituted or not (collectively, "Claims") which any Buyer-Related Party (as hereinafter defined) has or may have arising from or related to any matter or thing related to or in connection with the Real Estate and Personal Property if applicable or the Auction, including, without limitation, the matters set forth in Section 6.1, whether direct or indirect, known or unknown, contingent or non-contingent, latent or patent. Buyer shall not look to any Seller-Related Parties in connection with the foregoing for any redress or relief. Buyer further acknowledges and agrees that such release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages

and causes of action. As used herein, the term “Buyer-Related Party” means, individually and collectively, and to the extent applicable (a) Buyer; (b) the shareholders, directors, members, partners and employees of Buyer or any direct or indirect partner of or corporate joint-venturer with Buyer; (c) any affiliate of Buyer; and (d) any nominee, successor or assignee of Buyer.

6.3 **Survival.** The provisions of **Sections 6.1 and 6.2** shall survive the Closing.

7. **REPRESENTATIONS AND WARRANTIES.** Buyer represents and warrants as follows:

7.1 If Buyer is not an individual: (1) Buyer is duly formed, validly existing and in good standing under the laws of the state and commonwealth of its organization and is authorized to transact business in the State of Indiana; (2) Buyer has full right, authority and power to enter into this Agreement, consummate the transactions contemplated herein and to perform its obligations hereunder and under those Closing Documents to which it is a party; (3) each of the persons executing this Agreement on behalf of Buyer is authorized to do so; and (4) this Agreement constitutes a valid and legally binding obligation of Buyer enforceable against Buyer in accordance with its terms.

7.2 Pursuant to I.C. 36-1-11-16, Buyer represents that Buyer is not delinquent in the payment of Real Estate taxes and is in compliance therewith.

7.3 Buyer represents that Buyer does not owe any delinquent taxes, special assessments, penalties, interest, or costs directly attributable to a prior tax sale on any tract of real property listed under I.C. 6-1.1-24-1 and that Buyer is in compliance with all applicable provisions under I.C. 6-1.1-24-1.

7.4 The buyer is aware that pursuant to I.C. 36-1-11-4(h), if the Buyer is a representative of a trust, the Buyer has identified to the Auctioneer each beneficiary of the trust as well as the settlor, and the Buyer represents that any such persons are not ineligible to bid under I.C. 36-1-11-16.

Each representation and warranty of Buyer set forth in this Agreement (whether or not set forth in this Section) shall be deemed to have been repeated by Buyer, at and as of the Closing Date with the same force and effect as if first made on and as of such date and shall survive the Closing.

8. **DEFAULT.**

8.1 **Seller’s Default.** In the event Seller breaches this Agreement or is otherwise unable to perform its obligations hereunder prior to Closing and the same is without legal cause, Buyer shall provide written notice thereof to Seller. If Seller fails to cure such default within ten (10) business days, or if such default is not capable of being cured within such ten (10) business days, Seller begins reasonable action to cure the default within such ten (10) business days and fails to continue to pursue the cure thereafter, unless such deadline is extended by the parties’ written agreement, this Agreement, at Buyer’s option, shall terminate upon written notice from Buyer, and this Agreement shall thereafter be deemed null and void. Upon such termination, Buyer shall be entitled to the return of the Earnest Money (without interest) and liquidated damages equal to Buyer’s reasonable out-of-pocket expenses incurred solely in connection with this Agreement during the period from the Effective Date through the date of termination, but in no event shall Seller’s liability for such damages exceed Fifty Thousand Dollars (\$50,000.00). Buyer and Seller acknowledge that actual damages would be difficult to calculate and that the foregoing is a reasonable estimate of the likely damages. The foregoing remedy shall be Buyer’s sole remedy at law or in equity, and Buyer waives any other damages, amounts, or remedies. Except as provided above, Buyer agrees to release and hold the Seller-Related Parties, defined as The Steffen Group Inc and its Agents, harmless from any and all claims associated with Seller’s breach of this Agreement.

8.2 **Buyer’s Default.** If Buyer fails, neglects, or refuses to comply with any term or condition of this Agreement, including, but not limited to failure, neglect, or refusal to complete the purchase of the Real Estate from Seller, then Seller shall provide written notice to Buyer of said failure, neglect, or refusal within ten

(10) business days. Upon receipt of the written notice, Buyer shall correct the failure, neglect, or refusal within ten (10) business days. In the event Buyer is unable or unwilling to correct the failure, refusal, or neglect within said time period, this Agreement shall be terminated unless both parties agree in writing to an extension of the aforementioned ten (10) day period. Upon termination of this Agreement, liquidated damages from Buyer to Seller shall be the earnest money deposit in addition to all other damages and remedies to which Seller may be entitled at law or in equity including the reasonable attorney fees and related costs of Seller incurred. In addition to the damages and other remedies to Seller, Buyer agrees to pay the auctioneer/real estate agent (Steffen Group Inc.) Five Percent (5%) of the total Purchase Price and all out-of-pocket expenses.

9. **MISCELLANEOUS**

9.1 **Modification.** This Agreement may not be changed, modified, supplemented or terminated, except by an instrument executed by the parties which are or will be affected by the terms of such change, modification, supplement or termination. Either party may waive any of the terms and conditions of this Agreement made for its benefit, provided such waiver is in writing and signed by the party waiving such term and condition.

9.2 **Binding Agreement.** The terms, covenants, agreements, conditions, representations and warranties contained in this Agreement shall insure to the benefit of the permitted successors and assigns of the respective parties hereto.

9.3 **Illegality.** If any term or provision of this Agreement or the application thereof to any person, entity or circumstance, to any extent, shall be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to person, entities or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

9.4 **Choice of Law and Venue.** This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of Indiana. The agreed venue for any dispute arising under this Agreement shall be in any court of competent jurisdiction located in Allen County, Indiana.

9.5 **Construction.** The headings of the various Sections of this Agreement are inserted solely for purposes of convenience and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement.

9.6 **Ambiguities.** Each party acknowledges that it and its counsel have reviewed this Agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved or construed against the drafting party shall not be employed in the interpretation of this Agreement.

9.7 **Expenses.** In the event of any controversy, claim or dispute between Buyer and Seller arising out of or related to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, legal assistant fees, costs and expenses, except as otherwise released under Sections 6.1 and 6.2.

9.8 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

9.9 **Rider (s).** If this Agreement is supplemented by any Riders attached hereto, the terms, covenants, conditions, and agreement set forth in any such Rider(s) shall constitute a part of this Agreement as if more fully set forth herein. In the event of any irreconcilable inconsistencies between the terms of this Agreement and any such Rider(s), the terms of such Rider(s) shall be deemed to govern.

9.10 **Expenses; Brokerage.** Except as otherwise specifically provided in this Agreement, Seller and Buyer shall each bear its own expense incurred in connection herewith, and neither shall be liable to other for any of such expenses, whether or not the transaction contemplated hereby is consummated. Each of the

parties covenants that it has not employed or used any broker, finder or agent in connection herewith or with the transaction contemplated hereby pursuant to any agreement under which the other may be or become liable to such broker, finder or agent for any fee or commission, except The Steffen Group Inc. which is to be paid at Closing from the Purchase Price.

9.11 **Assignment.** Buyer shall not have the right to assign this Agreement without Seller's express written consent which may be withheld in Seller's sole and absolute discretion.

9.12 **No Waiver.** No failure on the part of either party at any time to require performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.

9.13 **Expiration of Time Periods.** If any date specified herein is, or any period specified herein expires on, a Saturday, Sunday or holiday, then such date or the expiration date of such period, as the case may be, shall be extended to the next succeeding business day.

9.14 **No Partnership.** Nothing contained herein shall be deemed or construed to constitute Buyer as a partner, joint venture, co-principal or associate of Seller, or of any person claiming by, through or under Seller, in the conduct of their respective businesses.

9.15 **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of delivery if delivered in person or the following day after being sent by overnight delivery by a nationally recognized overnight delivery service such as UPS or Federal Express, addressed as follows:

At the address set forth below:

To Buyer:

To Seller:

*With a copy to:*

Beckman Lawson, LLP  
Mr. Patrick Hess, Attorney-at-Law  
201 West Wayne St.  
Fort Wayne, Indiana 46802

Fort Wayne Community Schools  
Mr. David Amen, Attorney-at -Law  
1200 S. Clinton St.  
Fort Wayne, IN 46802

The Steffen Group Inc.  
Mr. Brandon Steffen, Auctioneer  
803 S. Calhoun St.  
Ste 600  
Fort Wayne, Indiana 46802

Or to such other address as shall be furnished in writing by either party to the other.

9.16 **Acceptance.** When executed by Buyer, this Agreement shall be deemed an irrevocable offer and shall remain in effect until 11:59 p.m., April 24, 2024. If Seller does not accept it within that time, it shall become null and void, if Seller does accept, by the stated time, it shall continue to be a binding offer pursuant to the terms and conditions herein.

9.17 **Authority.** If Buyer is a business entity, Buyer shall provide to Seller within three (3) business days of the Effective Date Buyer’s organizational documents and resolutions (or other valid proof) confirming the authority and capacity of any individual executing this Agreement to legally bind such entity.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the day and year first above written.

Buyer: \_\_\_\_\_

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

Buyer: \_\_\_\_\_

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

Unconditional Acceptance by Seller:

X \_\_\_\_\_  
Fort Wayne Community Schools  
By:  
Its:

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

**RIDER TO PURCHASE AGREEMENT  
6006 ARDMORE AVENUE**

Seller and Buyer have entered into the Real Estate Purchase Agreement (“Agreement”) to which this Rider is a part. Buyer and Seller intend for this Rider to be a part of the Agreement. Capitalized terms in this Rider shall have the same meaning ascribed to those terms in the Agreement.

1. **FWCS APPROVAL.** The obligation of Seller to close on the transaction contemplated under this Agreement is contingent upon approval of the Agreement by the Fort Wayne Community Schools Board of Trustees. There is no liability for Seller if the offer is accepted by an authorized agent or employee of FWCS, only to have the Agreement disapproved by the Board. Seller may reject any and all offers.

2. **DUE DILIGENCE DOCUMENTS.** Prior to Buyer submitting the offer under this Agreement, Seller made available to Buyer the following documents, which comprise the limits of Seller’s knowledge regarding the condition of the property. The due diligence documents provided are as follows:

- 2.1. Limited Suspect Asbestos Containing Building Material Bulk Sampling and PLM Analysis Report by ACM Engineering and Environmental Services dated May 13, 2023.
- 2.2. Phase I Environmental Site Assessment Report by SES dated June 2, 2023.
- 2.3. Phase II Environmental Site Assessment by SES dated July 10, 2023.
- 2.4. Notification for Underground Storage Tank Systems and Signature page signed March 14, 2024.
- 2.5. IDEM Return to Compliance Letter dated March 15, 2024.
- 2.6. Retracement Boundary Survey of 6006 Ardmore Ave., by A and Z Engineering dated August 7, 2023.

The provision of the above due diligence documents to Buyer in no way alters the AS IS-WHERE IS nature of this Agreement. The due diligence documents being provided to Buyer in no way creates a representation or warranty by the Seller of any sort, nor does it impose a requirement of Seller to perform any remediation or cure of any conditions of the Real Estate, including but not limited to environmental or title matters, either before or after Closing.

3. **ENVIRONMENTAL.**

3.1. **Definitions.** The following defined terms shall apply to this Rider:

3.1.1. **Hazardous Material.** Hazardous Material means any substance:

3.1.1.1. the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy, or common law;

3.1.1.2. which is or becomes defined as a “hazardous waste,” hazardous substance,” pollutant, or contaminant under any federal, state, or local statute, regulation, rule, or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*) and/or the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*);

3.1.1.3. which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency, or instrumentality of the United States, the State of Indiana or any political subdivision thereof;

3.1.1.4. the presence of which on the Property causes or threatens to cause a nuisance upon the Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Property;

3.1.1.5. the presence of which on adjacent properties could constitute a trespass by Seller;

3.1.1.6. without limitation which contains gasoline, diesel fuel, or other petroleum hydrocarbons;

3.1.1.7. without limitation which contains polychlorinated biphenols (PCBs), asbestos, or urea formaldehyde foam insulation; or

3.1.1.8. without imitation radon gas.

3.1.2. Environmental Requirements. Environmental Requirements means all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, board, bureaus, or instrumentalities of the United States, states, and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including, without limitation:

3.1.2.1. All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of "Hazardous Materials," chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and

3.1.2.2. All requirements pertaining to the protection of the health and safety of employees or the public.

3.1.3. Environmental Damages. Environmental Damages means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred at any time as a result of the existence of "Hazardous Material" upon, about beneath the Property or migrating or threatening to migrate to or from the Property, or the existence of a violation of "Environmental Requirements" pertaining to the Property, regardless of whether the existence of such "Hazardous Material" or the violation of "Environmental Requirements" arose prior to the present ownership or operation of the Property, and including without limitation:

3.1.3.1. Damages for personal injury, or injury to property or natural resources occurring upon or off of the Property, foreseeable or unforeseeable, including, without limitation, lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on real property, interest and penalties;

3.1.3.2. Fees incurred for the services of attorneys, consultants, contractors, experts, and laboratories and all other costs incurred in connection with the investigation or remediation of such "Hazardous Materials" or violation of "Environmental Requirements", including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration, or monitoring work required by any federal, state, or local governmental agency or political subdivision, or reasonably necessary to make full economic use of the Property or any other property in a manner consistent with its current use or otherwise expended in connection with such conditions, and including without limitation any attorneys' fees, costs, and expenses incurred in enforcing this agreement or collecting any sums due hereunder; and

3.1.3.3. Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph (ii) herein;



3.1.3.4. Diminution in the value of the Property, and damages for the loss of business and restriction on the use of or adverse impact on the marketing of rentable or usable space or of any amenity of the Property.

END OF RIDER

REVIEW



# SOUTH TRANSPORTATION FACILITY



**TITLE INFORMATION**

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**First American**

**Commitment for Title Insurance  
Indiana - 2021 v. 01.00 (07-01-2021)**

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

**Transaction Identification Data, for which the Company assumes no liability as set forth in  
Commitment Condition 5.e.:**

Issuing Agent: Metropolitan Title of Indiana, LLC  
 Issuing Office: 9604 Coldwater Road, Suite 105, Fort Wayne, IN 46825  
 Issuing Office File Number: 4035-244325  
 Property Address: 6006 Ardmore Avenue, Fort Wayne, IN 46809  
 Revision Number:



**SCHEDULE A**

1. Commitment Date: March 08, 2024 at 8:00 a.m.
2. Policy to be issued:
  - a. ALTA® Standard Owner's Policy  
 Proposed Insured: To Be Determined  
 Proposed Amount of Insurance: \$500.00  
 The estate or interest to be insured: See Item 3 below
  - b. ALTA® Standard Loan Policy  
 Proposed Insured: TBD - Lender and each successor and/or assign that is defined as an Insured in the Conditions.  
 Proposed Amount of Insurance: \$500.00  
 The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:  
 Fee Simple
4. The Title is, at the Commitment Date, vested in:  
 Wayne School Township of Allen County
5. The Land is described as follows:  
 Situated in the County of Allen, State of Indiana, is described as follows:

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**PARCEL I:**

A PART OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 30 NORTH, RANGE 12 EAST, IN ALLEN COUNTY, INDIANA, DESCRIBED MORE IN PARTICULAR AS FOLLOWS, TO-WIT:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 30 NORTH, RANGE 12 EAST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 533.7 FEET TO THE POINT OF BEGINNING, THIS POINT BEING THE NORTHEAST CORNER OF THE REAL ESTATE HEREIN DESCRIBED; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 472.5 FEET; THENCE WEST ON A LINE RUNNING PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 690 FEET; THENCE NORTH ON A LINE RUNNING PARALLEL WITH THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 505.2 FEET; THENCE SOUTH 87 DEGREES 17 MINUTES EAST, THIS BEING ALONG THE SOUTH OF A 20 FOOT EASEMENT DESCRIBED IN DEED RECORD 366, PAGE 141, A DISTANCE OF 690.78 FEET TO THE POINT OF BEGINNING. THE AREA OF THE LAND DESCRIBED HEREIN SAID TO CONTAIN 7.74 ACRES.

**PARCEL II:**

PART OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 30 NORTH, RANGE 12 EAST, SECOND PRINCIPAL MERIDIAN, WAYNE CIVIL TOWNSHIP, ALLEN COUNTY, INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MARKER AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 29; THENCE SOUTH 02 DEGREES 32 MINUTES 40 SECONDS EAST (BEARINGS BASED UPON THE INDIANA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83), ALONG THE EAST LINE OF SAID QUARTER SECTION, A DISTANCE OF 483.64 FEET TO A MAG SPIKE NAIL WITH AN ID WASHER STAMPED "A&Z ENG LLC FIRM #0115" AT THE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING SOUTH 02 DEGREES 32 MINUTES 40 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 50.06 FEET TO A MAG SPIKE NAIL WITH AN ID WASHER STAMPED "A&Z ENG LLC FIRM #0115" AT THE SOUTHEAST CORNER OF A 10-ACRE PARCEL OF LAND DESCRIBED IN WARRANTY DEED FROM ELMHURST SCHOOL BUILDING COMPANY TO WAYNE SCHOOL TOWNSHIP, ALLEN COUNTY, INDIANA, DATED JULY 10, 1951, RECORDED JULY 12, 1951, AS DEED BOOK 444, PAGE 100, IN THE OFFICE OF THE RECORDER OF ALLEN COUNTY, INDIANA; THENCE NORTH 89 DEGREES 50 MINUTES 13 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 10-ACRE "WAYNE SCHOOL TOWNSHIP" PARCEL, BEING PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 690.77 FEET TO THE NORTHWEST CORNER OF A 7.74-ACRE PARCEL OF LAND DESCRIBED IN A QUIT-CLAIM DEED FROM ISABELLE T. MAY AND WILLIAM P. MAY TO THE WAYNE SCHOOL TOWNSHIP OF ALLEN COUNTY, DATED MARCH 2, 1952, RECORDED JANUARY 5, 1954, AS DEED BOOK 475, PAGE 491, IN THE OFFICE OF THE RECORDER OF ALLEN COUNTY, INDIANA, AND SAID CORNER BEING REFERENCED BY A 5/8-INCH DIAMETER REBAR WITH A YELLOW "RUSSELL" ID CAP LOCATED 0.5 FEET EAST AND 0.2 FEET SOUTH; THENCE NORTH 02 DEGREES 32 MINUTES 40 SECONDS WEST, ALONG THE NORTHERLY EXTENSION OF THE WEST BOUNDARY LINE OF SAID 7.74-ACRE "WAYNE SCHOOL TOWNSHIP" PARCEL, A DISTANCE OF 50.06 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 13 SECONDS

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EAST, PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 690.77 FEET TO THE POINT OF BEGINNING FOR THE PARCEL HERE DESCRIBED, SAID IN SURVEY TO CONTAIN 0.793-ACRES OF LAND, MORE OR LESS.

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### **SCHEDULE B, PART I—Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Note: Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the forms of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker or other forms of Good Funds as referenced in Indiana Code 27-7-3.7. Personal checks may be accepted as provided under Indiana Code 27-7-3.7.
6. Indiana state law, effective July 1, 2023, prohibits ownership of real property by certain foreign parties. This law can be found at Indiana Code § 1-1-16. Any loss or damage incurred as a result of a violation of this law is excluded from coverage under the terms of a title insurance policy.

If a prohibited foreign entity or person is a party to this transaction, the Company must be notified in writing. The Company will not knowingly close or insure a transaction that violates the referenced state law.

7. You must file a Disclosure of Sales Information forms prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
8. You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments unless otherwise instructed.
9. This commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy amount(s). We limit our liability to \$250.00 until you provide us with the Policy Amount(s).
10. Vendor's and/or Mortgagor's Affidavits to be executed at the closing.

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11. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmative statement: "I 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 (name)." See Indiana Code 36-2-11-15.
12. By virtue of I.C. 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the Closing Disclosure and/or Settlement Statement as TIEFF (Title Insurance Enforcement Fund Fee) Charge.
13. Note: Effective July 1, 2013 Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transaction in which the title insurance company or its authorized agent acts as the settlement agent. In a residential transaction, the closing protection letters are mandatory and must be issued to each party. Insurance Company's fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter and \$25 for a lender's letter.
14. Beginning January 1, 2010, the closing agent is required to report to the Indiana Department of Insurance the names and license numbers of certain real estate professionals participating in each residential real estate transaction. The information must be provided to the closing agent on or before the date of closing. See Indiana Code 6-1.1-12-43(e) and 27-7-3-15.5.

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### **SCHEDULE B, PART II—Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements.
3. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an accurate survey of the Land or by making inquiry of persons in possession of the Land.
4. Easements, liens or encumbrances or claims thereof, which are not shown by the Public Records.
5. Any lien, or right to a lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.

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7. Real estate taxes assessed for the year 2023 are due in two installments payable May 10, 2024 and November 10, 2024:

Parcel No.: 02-12-29-226-005.000-068; E 7.74 A S of N 10.4 A NE 1/4 NE 1/4 Sec 29  
 May Installment of \$0.00 - None due  
 November Installment of \$0.00 - None due

Tax Year:	Current Year 2023 due 2024
Land:	\$0.00
Improvements:	\$0.00
Homeowners Exemption:	\$0.00
Supplemental Homestead:	\$0.00
Other Exemption:	\$0.00

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

Taxes for the year 2024 due in May and November, 2025.

8. Real estate taxes assessed for the year 2023 are due in two installments payable May 10, 2024 and November 10, 2024:

Parcel No.: 02-12-29-226-004.000-068; N 16.35 A E 1/2 NE 1/4 Sec 29 Ex Tract  
 May Installment of \$0.00 - None due  
 November Installment of \$0.00 - None due

Tax Year:	Current Year 2023 due 2024
Land:	\$0.00
Improvements:	\$0.00
Homeowners Exemption:	\$0.00
Supplemental Homestead:	\$0.00
Other Exemption:	\$0.00

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

Taxes for the year 2024 due in May and November, 2025.

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9. Annual assessment for the maintenance of 1203200 - Junk Unit Drain due May 10, 2024, in the amount of \$5.00 shows unpaid.

Note: Subsequent assessments as required.

Note: The land is assessed as part of a larger parcel. The tax information applies to the larger parcel.

10. Interest of Fort Wayne Community Schools Building Corporation, Lessee, and Terms, Conditions and Provisions of Lease, as evidenced by Lease, dated April 29, 2013, recorded June 25, 2013, in Instrument No. 2013035585, and any amendments thereto.
11. We are advised that Wayne School Township of Allen County record owner of the premises is now known as Fort Wayne Community Schools. If so, we require that the Deed certify that the Grantor is the same as Wayne School Township of Allen County who acquired title to said premises by a Deed dated March 12, 1952 and recorded January 5, 1954 in the Office of the Recorder of the County, in Deed Book 475, page 491, and by Deed dated July 10, 1951 and recorded July 12, 1951 in Deed Book 444, page 100.
12. Submit certificate of good standing for Fort Wayne Community Schools to METROPOLITAN TITLE OF INDIANA, LLC.
13. Submit to the Company a Resolution by the Board of Directors or Shareholders of Fort Wayne Community Schools, authorizing the Sale and directing the proper officers to execute the Deed on behalf of the Corporation.
14. Deed of Easement granted to Indiana & Michigan Electric Company, recorded March 26, 1951 in Deed Book 440, page 51.
15. Terms, conditions, and provisions of Right-of-Way disclosed in document recorded November 19, 1940 in Deed Book 366, page 141.
16. Rights of the public, the State of Indiana and the municipality in and to that part of the land, if any, taken or used for road purposes, including utility right of way.
17. Rights of way for drainage tiles, ditches, feeders, laterals, and legal drains and ditches, if any.
18. Notwithstanding any reference to the acreage or quantity of land described on Schedule A, nothing contained herein insures the quantity of land contained within the boundaries of the land described in Schedule A.
19. Exception is made to potential Barrett Law Assessments not yet confirmed as of the date of this search. The Barrett Law Office should be contacted for further information at (260) 427-1105.
20. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.
21. Compliance with the regulations and associated costs, if any, relative to parcel splits as set out by the County. Prior to closing, it is the responsibility of the seller and buyer to determine the requirements of the County regarding deeds with changed or split real estate descriptions.
22. Possible overlap between the legal descriptions of Parcel I and Parcel II described in Schedule A hereof.

Note: This commitment is for informational purposes only and no final title policy will be issued.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Metropolitan Title of Indiana, LLC on behalf of First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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Form 50115218 (8-11-22)

Page 8 of 13



*First American*

**Commitment for Title Insurance  
Indiana - 2021 v. 01.00 (07-01-2021)**

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Form 50115218 (8-11-22)

Page 9 of 13



**First American**

**Commitment for Title Insurance  
Indiana - 2021 v. 01.00 (07-01-2021)**

**ALTA COMMITMENT FOR TITLE INSURANCE**

**Issued by  
Metropolitan Title of Indiana, LLC  
as issuing Agent for  
First American Title Insurance Company**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.


THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

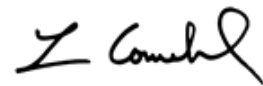
**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

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**First American**

**Commitment for Title Insurance  
Indiana - 2021 v. 01.00 (07-01-2021)**

### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I—Requirements;
  - f. Schedule B, Part II—Exceptions; and

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**First American**

**Commitment for Title Insurance  
Indiana - 2021 v. 01.00 (07-01-2021)**

- g. a counter-signature by the Company or its issuing agent that may be in electronic form.
- 4. COMPANY'S RIGHT TO AMEND**  
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
- 5. LIMITATIONS OF LIABILITY**
- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
    - i. comply with the Schedule B, Part I—Requirements;
    - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
    - iii. acquire the Title or create the Mortgage covered by this Commitment.
  - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
  - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
  - e. The Company is not liable for the content of the Transaction Identification Data, if any.
  - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
  - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
  - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
  - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

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**First American**

**Commitment for Title Insurance  
Indiana - 2021 v. 01.00 (07-01-2021)**

- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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# SOUTH TRANSPORTATION FACILITY

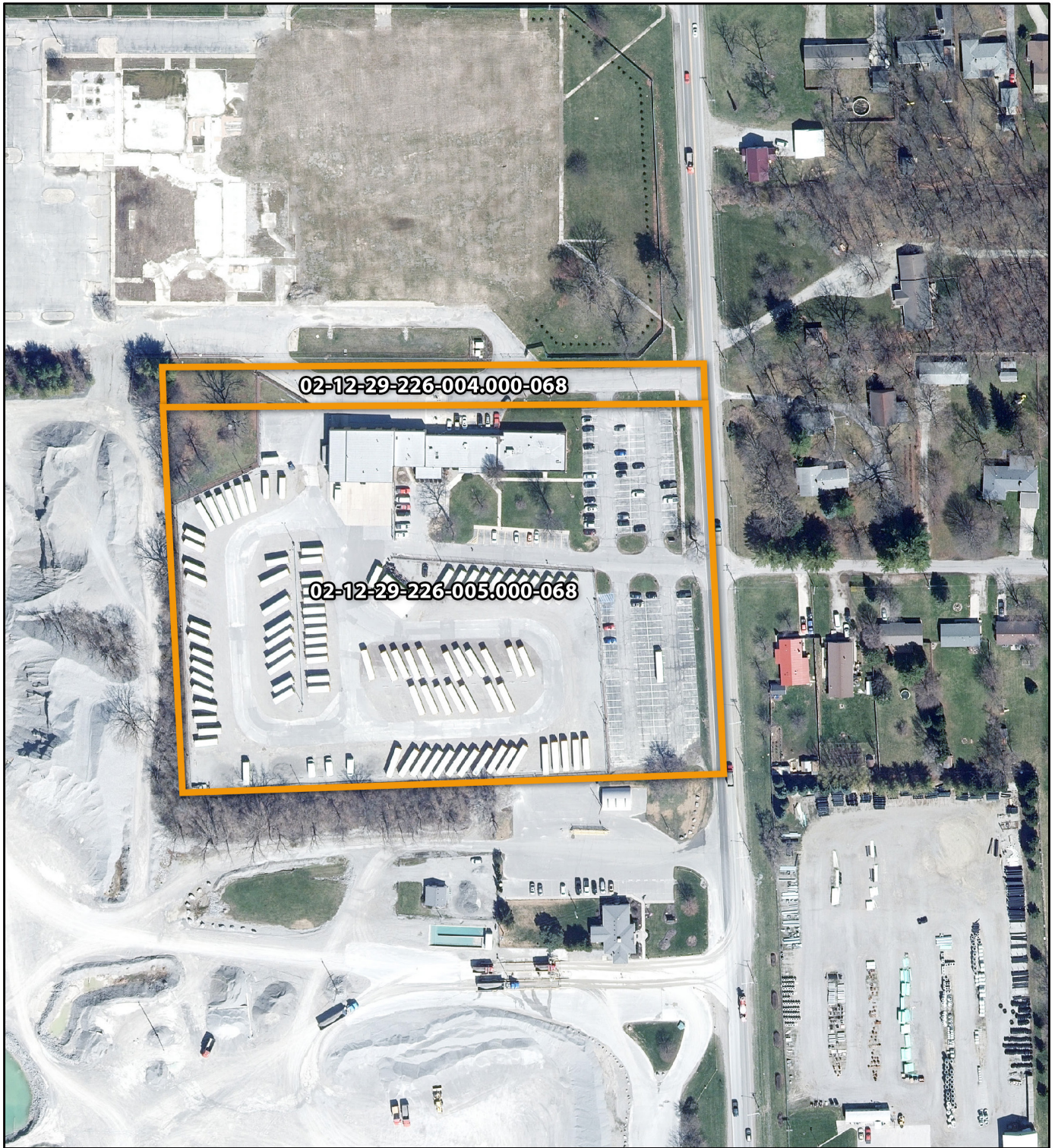


## PROPERTY MAP & SURVEY





6006 Ardmore Ave, Fort Wayne, IN 46809



Although strict accuracy standards have been employed in the compilation of this map, Allen County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission in this map.

© 2004 Board of Commissioners of the County of Allen  
North American Datum 1983  
State Plane Coordinate System, Indiana East



Date: 3/15/2024

1" = 167'



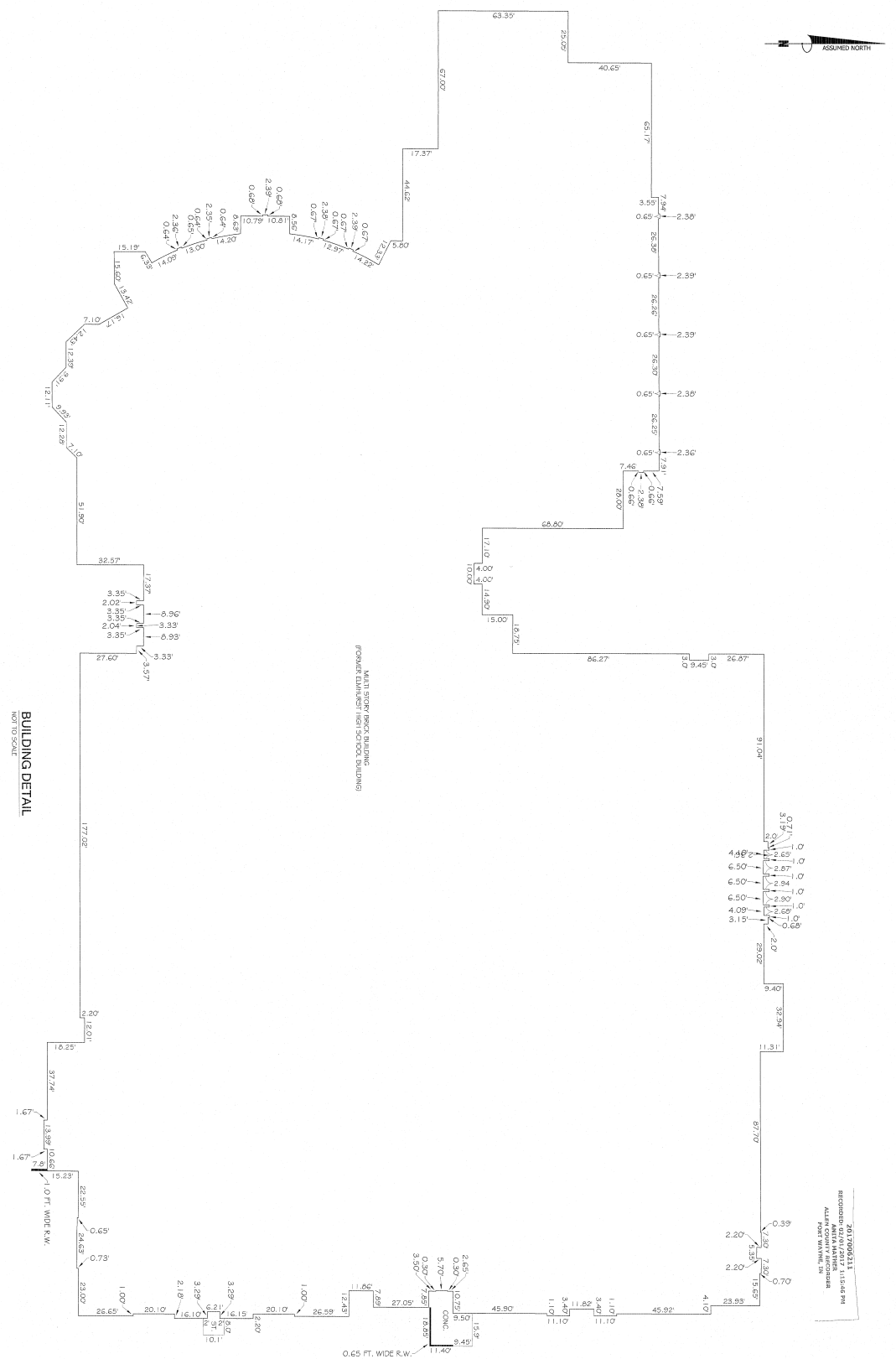






**PLAT OF SURVEY**

SEE SHEET 31 FOR GRAPHIC DESCRIPTIONS OF REAL ESTATE INTERESTS, NOTES, FLOOD ZONE DESIGNATION, SURVEYOR'S REPORT, AND CERTIFICATION



**S2**  
SHEET 2 OF 3

DATE	DESCRIPTION

ORIGINAL BOUNDARY SURVEY  
 FORT WAYNE COMMUNITY SCHOOLS  
 3829 SAND POINT ROAD  
 PT. OF E. 1/2 OF N.E. 1/4 OF SEC. 29, T30N, R12E  
 WAYNE CIVIL TOWNSHIP, ALLEN CO., IN

**A&Z ENGINEERING** LLC  
 8017 COLDWATER RD., SUITE 500 PH: (260) 485-7077  
 FORT WAYNE, IN 46815 FAX: (260) 485-7031  
 WWW.AZ-ENGINEERING.NET

NEW DESCRIPTION OF REAL ESTATE - PARCEL "A"

PREPARED FOR THE BOARD OF SUPERVISORS OF ALLEN COUNTY, INDIANA, FORT WAYNE COMMUNITY SCHOOLS, AND WASHINGTON STATE UNIVERSITY... PARCEL "A" IS DESCRIBED AS FOLLOWS...

NEW DESCRIPTION OF REAL ESTATE - PARCEL "B"

PREPARED FOR THE BOARD OF SUPERVISORS OF ALLEN COUNTY, INDIANA, FORT WAYNE COMMUNITY SCHOOLS, AND WASHINGTON STATE UNIVERSITY... PARCEL "B" IS DESCRIBED AS FOLLOWS...

FLOOD ZONE DESIGNATION

THE SUBJECT PROPERTY IS LOCATED IN ZONE "X" AS SHOWN ON THE 2015 ANNUAL CHARTER TOWN, AS REQUIRED BY THE INDIANA FLOOD DAMAGE PREVENTION ACT...

CERTIFICATION

I HEREBY CERTIFY THAT THIS MAP AND SURVEY REPRESENTS A REPRESENTATIVE SURVEY PREPARED UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF INDIANA...

I HEREBY CERTIFY THAT THIS MAP AND SURVEY REPRESENTS A REPRESENTATIVE SURVEY PREPARED UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF INDIANA...



SURVEYOR'S REPORT

IN ACCORDANCE WITH THE I.C.S. ARTICLE 1, SECTION 1 THROUGH 30 OF THE INDIANA ADMINISTRATIVE CODE, THE FOLLOWING INFORMATION IS PROVIDED FOR THE RECORD... SURVEYOR'S REPORT CONTINUED

PASS OF BEARINGS

THE POINT OF BEGINNING FOR THE PLAT OF SURVEY IS LOCATED AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 29 AND THE WEST LINE OF SAID SECTION 28...

ADJACENT AND CONTIGUOUS REFERENCE MONUMENTS

THE ADJACENT AND CONTIGUOUS REFERENCE MONUMENTS ARE DESCRIBED AS FOLLOWS... DISCREPANCIES IN RECORDED DISCREPANCIES AND/OR PLATS

DISCREPANCIES IN RECORDED DISCREPANCIES AND/OR PLATS

THE DISCREPANCIES IN RECORDED DISCREPANCIES AND/OR PLATS ARE DESCRIBED AS FOLLOWS... DISCREPANCIES IN THE LINES OF OCCUPATION AND/OR POSSESSION

DISCREPANCIES IN THE LINES OF OCCUPATION AND/OR POSSESSION

THE DISCREPANCIES IN THE LINES OF OCCUPATION AND/OR POSSESSION ARE DESCRIBED AS FOLLOWS... MISCELLANEOUS NOTES

MISCELLANEOUS NOTES

THE MISCELLANEOUS NOTES ARE DESCRIBED AS FOLLOWS... PLAT OF SURVEY

PLAT OF SURVEY

THE PLAT OF SURVEY IS DESCRIBED AS FOLLOWS... ORIGINAL BOUNDARY SURVEY

ORIGINAL BOUNDARY SURVEY

FORT WAYNE COMMUNITY SCHOOLS 3829 SAND POINT ROAD PT. OF E. 1/2 OF N.E. 1/4 OF SEC. 29, T30N, R12E WAYNE CIVIL TOWNSHIP, ALLEN CO., IN



ORIGINAL BOUNDARY SURVEY FORT WAYNE COMMUNITY SCHOOLS 3829 SAND POINT ROAD PT. OF E. 1/2 OF N.E. 1/4 OF SEC. 29, T30N, R12E WAYNE CIVIL TOWNSHIP, ALLEN CO., IN SHEET 3 OF 3



# SOUTH TRANSPORTATION FACILITY

**ASSESSOR'S CARDS**

---

02-12-29-226-005-000-068

General Information

Parcel Number 02-12-29-226-005-000-068  
 Local Parcel Number 30-0066-0013  
 Tax ID:

Routing Number

Property Class 650  
 Exempt Board of Education  
 Year: 2023

Location Information

County Allen  
 Township WAYNE TOWNSHIP  
 District 068 (Local 030)  
 068 WAYNE PTC (30)  
 School Corp 0235  
 FORT WAYNE COMMUNITY  
 Neighborhood 91218-068  
 WAYNEDALE 068  
 Section/Plat 000

Location Address (1)  
 6000 ARDMORE AV  
 FORT WAYNE, IN 46809

Zoning

Subdivision

Market Model

Topography Flood Hazard

Public Utilities ERA

Streets or Roads TIF

Neighborhood Life Cycle Stage

Static Printed Thursday, April 13, 2023  
 Review Group 2021

FORT WAYNE COMMUNITY SCH 6000 ARDMORE AV

Ownership

FORT WAYNE COMMUNITY SCHOOL  
 SOUTH GARAGE  
 1200 S CLINTON ST  
 FORT WAYNE, IN 46802-3504

E 774 AS of N 104 ANE 1/4 NE 1/4 Sec 29

Legal

650, Exempt, Board of Education

Transfer of Ownership

Date 01/01/1900  
 Owner FORT WAYNE COMM

Doc ID Code Book/Page Adj Sale Price V/I  
 WD / \$0 1

WAYNEDALE 068/91218-06

Notes



Valuation Records (Work In Progress values are not certified values and are subject to change)

Exempt

Year	Assessment Year	Reason For Change	As Of Date	Valuation Method	Equalization Factor	Notice Required
2023	2023	W/P	03/21/2023	Indiana Cost Mod	1.0000	<input checked="" type="checkbox"/>
2021	2021	AA	04/07/2023	Indiana Cost Mod	1.0000	<input type="checkbox"/>
2022	2022	AA	03/21/2022	Indiana Cost Mod	1.0000	<input type="checkbox"/>
2020	2020	AA	03/10/2021	Indiana Cost Mod	1.0000	<input type="checkbox"/>
2019	2019	AA	03/13/2020	Indiana Cost Mod	1.0000	<input type="checkbox"/>
2019	2019	AA	03/15/2019	Indiana Cost Mod	1.0000	<input type="checkbox"/>

Land Res (1)	Land Res (2)	Land Non Res (3)	Improvement	Imp Res (1)	Imp Non Res (2)	Imp Non Res (3)	Total	Total Res (1)	Total Res (2)	Total Non Res (3)	Total
\$148,200	\$0	\$148,200	\$288,600	\$0	\$0	\$0	\$436,800	\$0	\$0	\$436,800	\$436,800
\$0	\$0	\$0	\$0	\$288,600	\$0	\$0	\$288,600	\$288,600	\$0	\$0	\$288,600
\$0	\$0	\$0	\$0	\$0	\$294,700	\$0	\$294,700	\$294,700	\$0	\$0	\$294,700
\$0	\$0	\$0	\$0	\$0	\$263,400	\$0	\$263,400	\$263,400	\$0	\$0	\$263,400
\$0	\$0	\$0	\$0	\$0	\$418,200	\$0	\$418,200	\$418,200	\$0	\$0	\$418,200
\$0	\$0	\$0	\$0	\$0	\$442,900	\$0	\$442,900	\$442,900	\$0	\$0	\$442,900
\$0	\$0	\$0	\$0	\$0	\$418,200	\$0	\$418,200	\$418,200	\$0	\$0	\$418,200
\$0	\$0	\$0	\$0	\$0	\$418,200	\$0	\$418,200	\$418,200	\$0	\$0	\$418,200

Land Data (Standard Depth: Res 100', Cl 110' Base Lot: Res 0' X 0', Cl 0' X 0')

Land Pricing Type	Soil Method ID	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Inf. %	Res Elig %	Market Factor	Value
11	OA	0	7.411	1.00	\$20,000	\$20,000	\$148,220	0%	0%	1.0000	\$148,220
82	A	0	.329	1.00	\$1,900	\$1,900	\$625	-100%	0%	1.0000	\$0

Land Computations

Calculated Acreage	7.74
Actual Frontage	0
Developer Discount	<input type="checkbox"/>
Parcel Acreage	7.74
81 Legal Drain NV	0.00
82 Public Roads NV	0.33
83 UT Towers NV	0.00
9 Homesite	0.00
9/192 Acres	0.00
Total Acres Farmland	7.41
Farmland Value	\$0
Measured Acreage	0.00
Avg Farmland Value/Acre	0.0
Value of Farmland	\$0
Classified Total	\$0
Farm / Classified Value	\$0
Homesite(s) Value	\$0
9/192 Value	\$0
Supp. Page Land Value	\$0
CAP 1 Value	\$0
CAP 2 Value	\$148,200
CAP 3 Value	\$0
<b>Total Value</b>	<b>\$148,200</b>

Data Source Aerial

Collector 06/21/2021 Jozsaa

Appraiser 07/06/2021 Jozsaa





02-12-29-226-005-000-068

FORT WAYNE COMMUNITY SCH 6000 ARDMORE AV

650, Exempt, Board of Education

WAYNEDALE 06891218-06

3/4

General Information

Occupancy C/I Building Pre. Use GCK  
 Description C/I Building 2 Pre. Framing Pole Frame  
 Story Height 1 Pre. Finish Unfinished  
 Type N/A # of Units 0

Wall Type SB B 1 U

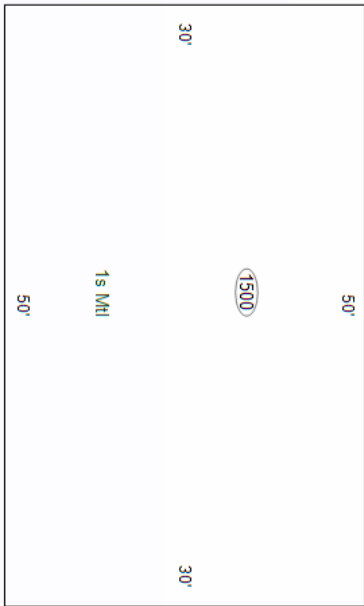
Heating 1: 1(160)  
 1500 sqft

A/C

Sprinkler

Plumbing RES/CI	#	TF	#	TF	Roofing
Full Bath	0	0	0	0	<input type="checkbox"/> Built Up <input type="checkbox"/> Tile <input type="checkbox"/> Metal
Half Bath	0	0	0	0	<input type="checkbox"/> Wood <input type="checkbox"/> Asphalt <input type="checkbox"/> Slate
Kitchen Sinks	0	0	0	0	<input type="checkbox"/> Other
Water Heaters	0	0	0	0	<b>GCK Adjustments</b>
Add Fixtures	0	0	0	0	<input type="checkbox"/> Low Prof <input type="checkbox"/> Ext Sheat <input checked="" type="checkbox"/> Insulatio
Total	0	0	0	0	<input type="checkbox"/> SteelGP <input type="checkbox"/> AUSR <input type="checkbox"/> Int Liner
					<input type="checkbox"/> HGSR <input type="checkbox"/> PPS <input type="checkbox"/> Sand Pit

Description Exterior Features Area Value



Special Features Value Description Other Plumbing Value

Sub-Total (all floors) \$54,195  
 Racquetball/Squash \$0  
 Theater/Balcony \$0  
 Plumbing \$0  
 Other Plumbing \$0  
 Special Features \$0  
 Exterior Features \$0

Building Computations 1  
 Garages \$0  
 Fireplaces \$0  
 Sub-Total (building) \$54,195  
 Quality (Grade) \$1  
 Location Multiplier 0.93  
 Repl. Cost New \$50,401  
 Elevated Floor \$0.00  
 Total (Use) \$54,195

Summary of Improvements

Description	Res Eligibl	Story Height	Construction	Grade	Year Built	Eff Year	Eff Age	Eff Co nd	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC Nbrhd	Mkt	Improv Value	
1: C/I Building 2	0%	1	Metal	C	1979	1979	44	A	0.93			1,500 sqft	\$50,401	80%	\$10,080	0%	100%	1,0000	1,0000	\$10,100

Total all pages \$288,600

Total this page \$10,100



02-12-29-226-004-000-068

FORT WAYNE COMMUNITY SCH ARDMORE AVE

650, Exempt, Board of Education

WAYNEDALE 068/91218-06

2/2

General Information

Plumbing

# TF

Occupancy Paving Full Bath  
 Description Paving Asph Half Bath  
 Story Height 0  
 Style N/A  
 Kitchen Sinks  
 Water Heaters  
 Add Fixtures  
 Make

Floor Finish

Earth Tile  
 Slab Carpet  
 Sub & Joist Unfinished  
 Wood Other  
 Parquet

Wall Finish

Plaster/Drywall Unfinished  
 Paneling Other  
 Fiberboard

Roofing

Built-Up Metal Asphalt Slate Tile  
 Wood Shingle Other

Exterior Features

Description Area Value

Cost Ladder

Floor Constr Base Finish Value Totals

1				
2				
3				
4				
1/4				
1/2				
3/4				
Attic				
Bsmt				
Crawl				
Slab				

Total Base

Row Type Adj.

Adjustments

Unfin Int (-)	
Ex Liv Units (+)	
Rec Room (+)	
Loft (+)	
Fireplace (+)	
No Heating (-)	
A/C (+)	
No Elec (-)	
Plumbing (+ / -)	
Spec Plumb (+)	
Elevator (+)	

Specialty Plumbing

Description Count Value

Sub-Total, One Unit	\$0
Sub-Total, 1 Units	\$0
Exterior Features (+)	\$0
Garages (+) 0 sqft	\$0
Quality and Design Factor (Grade)	1.00
Location Multiplier	0.93
Replacement Cost	\$49,329

Summary of Improvements

Description	Res Eligibl	Story Height	Construction	Grade	Year Built	Eff Year	Eff Co nd	Age	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC Nbrhd	Mrkt	Improv Value	
1: Paving Asph	0%	1	Asphalt	C	1979	1979	44	A	\$2.81	0.93	\$2.61	18,876 sqft	\$49,329	80%	\$9,870	0%	100%	1.0000	1.0000	\$9,900

Total all pages

\$9,900

Total this page

\$9,900



# SOUTH TRANSPORTATION FACILITY

**ENVIRONMENTAL REPORTS**

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## TO VIEW FULL ENVIRONMENTAL REPORTS:

### 1. GO TO STEFFENGRP.COM

Visit [steffengrp.com/auctions](http://steffengrp.com/auctions) to view a list of all active Steffen Group auctions.

### 2. FIND THE AUCTION

Locate the auction titled **FWCS SOUTH TRANSPORTATION FACILITY** and select it.

2

The screenshot shows three auction listings on the Steffen Group website. The first listing is for 'SURPLUS NEEDS' at the FWCS Transportation Center, scheduled for April 8th-15th. The second listing, highlighted with an orange border, is for 'COMMERCIAL REAL ESTATE AUCTION' at the FWCS South Transportation Facility, scheduled for April 10th-17th. The third listing is for 'MAJOR JEWELRY, LUXURY WATCH AND COIN AUCTION' for the estate of Dr. Hugh and Rhea Glidewell, scheduled for April 12th-19th. Each listing includes a date range, address, and a 'CLICK HERE TO VIEW THIS AUCTION' button.

### 3. LOCATE REPORTS

After selecting the auction, scroll down and find **"ENVIRONMENTAL REPORTS"**. Click on the "Phase I" or "Phase II" image below to open the corresponding report.

3

The screenshot shows the 'Environmental Reports' section of the website. It features two report covers from SES. The left cover is for 'PHASE I ENVIRONMENTAL SITE ASSESSMENT' for the Fort Wayne Community Schools - Transportation South project, dated June 2, 2023. The right cover is for 'PHASE II ENVIRONMENTAL SITE ASSESSMENT' for the same project, dated July 16, 2023. A mouse cursor is pointing to the Phase I report cover.

## OR SCAN THE QR CODES BELOW TO DOWNLOAD REPORTS:

**PHASE I:**

A white rectangular box containing the text 'PHASE I:' in blue, followed by a black and white QR code.

**PHASE II:**

A white rectangular box containing the text 'PHASE II:' in blue, followed by a black and white QR code.

**INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT***We Protect Hoosiers and Our Environment.*

100 N. Senate Avenue • Indianapolis, IN 46204

(800) 451-6027 • (317) 232-8603 • [www.idem.IN.gov](http://www.idem.IN.gov)Eric J. Holcomb  
GovernorBrian C. Rockensuess  
Commissioner

March 15, 2024

Fort Wayne Community Schools  
Attn: Dr. Mark Daniel, Superintendent  
1200 S Clinton St  
Fort Wayne, IN 46802Fort Wayne Community Schools  
Attn: Peter Smith  
Via email: [peter.smith@fwcs.k12.in.us](mailto:peter.smith@fwcs.k12.in.us)Re: **Return To Compliance Letter**  
Fort Wayne Schools S Transportation  
6006 Ardmore Ave  
Fort Wayne, Allen County  
UST Facility ID #10751

Dear Dr. Daniel and Mr. Smith:

Based on documents received by the Office of Land Quality on March 14, 2024, it has been determined that the site referenced above has returned to compliance. The UST owner and/or operator has achieved compliance with the terms of the violation letter issued to you on January 25, 2024.

This Return to Compliance (RTC) letter does not provide approval for a Notification Form. The Notification Form will be reviewed by UST Operations which will generate a separate approval or Notice of Deficiency (NOD) letter. Any questions regarding the Notification Form should be directed to:

Jessica Payton  
Environmental Manager - UST Operations  
Petroleum Branch | Office of Land Quality  
[JPayton@idem.in.gov](mailto:JPayton@idem.in.gov)

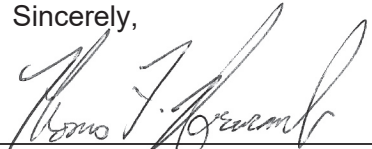
Failure to submit the required information detailed in the NOD Checklist is a violation of Indiana Code (IC) 13-23-14-2 and the Indiana Administrative Code (IAC) 329 IAC 9-2-2 and 329 IAC 9-3-1. Additionally, the submittal of false information on UST Notification Forms as well as the failure to submit the required UST Notification Forms is subject to a \$10,000 penalty.

Fort Wayne Schools S Transportation  
UST Facility ID # 10751  
Page #2

Thank you for your cooperation. If you have any questions concerning this matter, please contact your regional UST Inspector using the information below

Inspector: Matt James  
Phone: (317) 750-2491


Sincerely,

A handwritten signature in black ink, appearing to read "Thomas F. Newcomb", written over a horizontal line.

Thomas F. Newcomb, Chief  
UST Compliance Section  
Office of Land Quality

cc: Caitlin Shaffer  
Matt James  
UST Facility ID File # 10751



	<b>NOTIFICATION FOR UNDERGROUND STORAGE TANK SYSTEMS</b> State Form 45223 (R10 / 3-23) Indiana Department of Environmental Management Petroleum Branch		<b>RETURN COMPLETED FORMS TO:</b> Indiana Department of Environmental Management USTRegistration@idem.in.gov		
	Facility ID Number: <b>10751</b>				
The information requested is required by 329 IAC 9. This form should only be used for facilities previously registered with the IDEM Underground Storage Tank program.					
<b>A TYPE OF NOTIFICATION</b>					
<input type="checkbox"/>	Facility Contact Change	<input type="checkbox"/>	UST Owner Change	<input type="checkbox"/>	Owner/Operator Information Change
<input type="checkbox"/>	Type of Facility Change	<input type="checkbox"/>	Property Owner Change	<input type="checkbox"/>	Facility Name / Location Change
<input checked="" type="checkbox"/>	UST System Modification	<input type="checkbox"/>	UST Operator Change	<input type="checkbox"/>	Financial Responsibility Change
<input type="checkbox"/>	New UST System(s)				
<b>B FACILITY NAME / LOCATION</b>					
FACILITY NAME		LATITUDE (37.710101 to 41.866773)		LONGITUDE (-88.165351 to -84.671035)	
FWCS SOUTH TRANSPORTATION CENTER		41.027740		-85.189270	
FACILITY ADDRESS (number and street)			PARCEL NUMBER		
6006 ARDMORE AVENUE			02-12-29-226-005.000-068		
CITY	STATE	ZIP CODE	COUNTY	TELEPHONE NUMBER	
FORT WAYNE	IN	46809	ALLEN	(260) 467-2486	
<b>C TYPE OF FACILITY (Check all that apply)</b>					
<input type="checkbox"/>	Auto Dealership	<input type="checkbox"/>	Commercial	<input type="checkbox"/>	Airport Hydrant System
<input type="checkbox"/>	Hospital	<input type="checkbox"/>	Gas Station	<input type="checkbox"/>	Industrial
<input type="checkbox"/>	Petroleum Distributor	<input type="checkbox"/>	Railroad	<input type="checkbox"/>	Residential
<input type="checkbox"/>	Trucking or Transport	<input type="checkbox"/>	Utilities	<input type="checkbox"/>	Unmanned
<input type="checkbox"/>	Marina	<input checked="" type="checkbox"/>	School	<input checked="" type="checkbox"/>	Other: Transportation Center
<b>D PREPARED BY</b>					
PREFIX	FIRST NAME	MI	LAST NAME	SUFFIX	
	GLEN	A	HOWARD		
ADDRESS		CITY	STATE	ZIP CODE	
3807 TRANSPORTATION DRIVE		FORT WAYNE	IN	46818	
TELEPHONE NUMBER	JOB TITLE	EMAIL ADDRESS			
(260) 497-7645	SENIOR PM	g.howard@sesadvantage.com			
<b>E UST OWNER</b>					
TYPE OF OWNER					
<input type="checkbox"/>	Federal Government	<input type="checkbox"/>	State Government	<input type="checkbox"/>	City / Local Government
<input type="checkbox"/>	Commercial	<input type="checkbox"/>	Private	<input checked="" type="checkbox"/>	Other: School, Board of Education
Option 1: UST OWNER NAME (Business Name as registered with the Secretary of State)			BUSINESS ID (From the Secretary of State)		
FORT WAYNE COMMUNITY SCHOOLS			35-6006351		
Option 2: UST OWNER NAME (If a Public Agency or other entity)					
Option 3: UST OWNER NAME (If in Individual Capacity)					
PREFIX	FIRST NAME	MI	LAST NAME	SUFFIX	
	PETE		SMITH		
UST OWNER ADDRESS (Listed in Options 1-3)			ADDRESS (line 2)		
PRINCIPAL OFFICE ADDRESS or PRIMARY RESIDENTIAL ADDRESS (Number and Street, no P.O. Box)			ADDRESS (line 2)		
1200 SOUTH CLINTON STREET			1200 SOUTH CLINTON STREET		
CITY	STATE	ZIP CODE	EFFECTIVE DATE OF OWNERSHIP (MM/DD/YYYY)		
FORT WAYNE	IN	46802	01/04/1954		
TELEPHONE NUMBER	EMAIL ADDRESS (Option 3 Individual Capacity)		JOB TITLE (Option 3 Individual Capacity)		
(260) 467-2486	Peter.Smith@fwcs.k12.in.us		Manager Maintenance & Operations		
CONTACT FOR BUSINESS / PUBLIC AGENCY (Listed in Option 1 or 2)					
PREFIX	FIRST NAME	MI	LAST NAME	SUFFIX	
	PETE		SMITH		
PRINCIPAL OFFICE ADDRESS or PRIMARY RESIDENTIAL ADDRESS (Number and Street, no P.O. Box)			ADDRESS (line 2)		
1200 SOUTH CLINTON STREET			1200 SOUTH CLINTON STREET		
CITY	STATE	ZIP CODE	JOB TITLE		
FORT WAYNE	IN	46802	Manager Maintenance & Operations		
TELEPHONE NUMBER	EMAIL ADDRESS				
(260) 467-2486	Peter.Smith@fwcs.k12.in.us				

FACILITY ID # <b>10751</b>		FACILITY NAME <b>FWCS SOUTH TRANSPORTATION CENTER</b>	
<b>F FINANCIAL RESPONSIBILITY (Check all that apply)</b>			
<input type="checkbox"/> Federal or State Government Entity, which does not fall under financial responsibility requirements			
<input type="checkbox"/> Local Government owner or operator is maintaining financial responsibility for this site			
<input type="checkbox"/> The UST owner is maintaining financial responsibility for this site			
<input type="checkbox"/> The UST operator is maintaining financial responsibility for this site			
<input checked="" type="checkbox"/> I have met the financial responsibility requirements (in accordance with 329 IAC 9-8) by using one or a combination of the following mechanisms: (check all that apply). If you are using the ELTF it must be checked as well.			
<input type="checkbox"/> Financial Test of Self Insurance		<input checked="" type="checkbox"/> Excess Liability Trust Fund (State Fund)	
<input type="checkbox"/> Guarantee		<input type="checkbox"/> Insurance and Risk Retention Group Coverage	
<input type="checkbox"/> Surety Bond		<input type="checkbox"/> Loan Commitment Letter	
<input checked="" type="checkbox"/> Letter of Credit		<input type="checkbox"/> Certificate of Deposit	
<input type="checkbox"/> Trust Fund		<input type="checkbox"/> Standby Trust Fund	
<input type="checkbox"/> Local Government Bond Rating Test		<input type="checkbox"/> Local Government Financial Test	
<input type="checkbox"/> Local Government Guarantee		<input type="checkbox"/> Local Government Fund	
If utilizing the ELTF for FR, I acknowledge the requirement to maintain the ability to pay the applicable amount pursuant to 9-8-11(b) and (c) and ability to provide proof of that mechanism when requested.			
<b>G UST OPERATOR</b>			
TYPE OF OPERATOR			
<input type="checkbox"/> Federal Government		<input type="checkbox"/> State Government	
<input type="checkbox"/> Commercial		<input type="checkbox"/> Private	
		<input type="checkbox"/> City / Local Government	
<input checked="" type="checkbox"/> Other: School, Board of Education			
Option 1: UST OPERATOR NAME (Business Name as registered with the Secretary of State)		BUSINESS ID (From the Secretary of State)	
<b>FWCS SOUTH TRANSPORTATION CENTER</b>			
Option 2: UST OPERATOR NAME (If a Public Agency or other entity)			
Option 3: UST OPERATOR NAME (If in Individual Capacity)			
PREFIX	FIRST NAME	MI	LAST NAME SUFFIX
UST OPERATOR ADDRESS (Listed in Options 1-3)			
PRINCIPAL OFFICE ADDRESS or PRIMARY RESIDENTIAL ADDRESS (Number and Street, no P.O. Box)		ADDRESS (line 2)	
<b>6006 ARDMORE AVENUE</b>			
CITY	STATE	ZIP CODE	DATE BEGAN OPERATING (MM/DD/YYYY)
<b>FORT WAYNE</b>	<b>IN</b>	<b>46809</b>	<b>07/10/1988</b>
TELEPHONE NUMBER	EMAIL ADDRESS (Option 3 Individual Capacity)		JOB TITLE (Option 3 Individual Capacity)
<b>(260) 467-2486</b>	<b>Peter.Smith@fwcs.k12.in.us</b>		<b>Manager Maintenance &amp; Operations</b>
CONTACT FOR BUSINESS / PUBLIC AGENCY (Listed in Option 1 or 2)			
PREFIX	FIRST NAME	MI	LAST NAME SUFFIX
	<b>PETE</b>		<b>SMITH</b>
PRINCIPAL OFFICE ADDRESS or PRIMARY RESIDENTIAL ADDRESS (Number and Street, no P.O. Box)		ADDRESS (line 2)	
<b>6006 ARDMORE AVENUE</b>			
CITY	STATE	ZIP CODE	JOB TITLE
<b>FORT WAYNE</b>	<b>IN</b>	<b>46809</b>	<b>Manager Maintenance &amp; Operations</b>
TELEPHONE NUMBER	EMAIL ADDRESS		
<b>(260) 467-2486</b>	<b>Peter.Smith@fwcs.k12.in.us</b>		
<b>H FACILITY CONTACT</b>			
CONTACT INDIVIDUAL NAME			
PREFIX	FIRST NAME	MI	LAST NAME SUFFIX
	<b>PETE</b>		<b>SMITH</b>
PRINCIPAL OFFICE ADDRESS or PRIMARY RESIDENTIAL ADDRESS (Number and Street, no P.O. Box)		ADDRESS (line 2)	
<b>1200 SOUTH CLINTON STREET</b>			
CITY	STATE	ZIP CODE	JOB TITLE
<b>FORT WAYNE</b>	<b>IN</b>	<b>46802</b>	<b>Manager Maintenance &amp; Operations</b>
TELEPHONE NUMBER	EMAIL ADDRESS		
<b>(260) 467-2486</b>	<b>Peter.Smith@fwcs.k12.in.us</b>		

FACILITY ID # <b>10751</b>		FACILITY NAME <b>FWCS SOUTH TRANSPORTATION CENTER</b>			
<b>I DEEDED PROPERTY OWNER</b>					
TYPE OF OWNER					
<input type="checkbox"/> Federal Government		<input type="checkbox"/> State Government		<input type="checkbox"/> City / Local Government	
<input type="checkbox"/> Commercial		<input type="checkbox"/> Private		<input checked="" type="checkbox"/> Other: School, Board of Educa	
Option 1: PROPERTY OWNER NAME (Business Name as registered with the Secretary of State) <b>FORT WAYNE COMMUNITY SCHOOLS</b>				BUSINESS ID (From the Secretary of State) <b>35-6006351</b>	
Option 2: PROPERTY OWNER NAME (If a Public Agency or other entity)					
Option 3: PROPERTY OWNER NAME (If in Individual Capacity)					
PREFIX	FIRST NAME	MI	LAST NAME		SUFFIX
PROPERTY OWNER ADDRESS (Listed in Options 1-3)					
PRINCIPAL OFFICE ADDRESS or PRIMARY RESIDENTIAL ADDRESS (Number and Street, no P.O. Box) <b>1200 SOUTH CLINTON STREET</b>				ADDRESS (line 2)	
CITY <b>FORT WAYNE</b>		STATE <b>IN</b>	ZIP CODE <b>46802</b>	EFFECTIVE DATE OF OWNERSHIP (MM/DD/YYYY) <b>01/04/1954</b>	
TELEPHONE NUMBER <b>(260) 467-2486</b>	EMAIL ADDRESS (Option 3 Individual Capacity) <b>Peter.Smith@fwcs.k12.in.us</b>		JOB TITLE (Option 3 Individual Capacity) <b>Manager Maintenance &amp; Operations</b>		
CONTACT FOR BUSINESS / PUBLIC AGENCY (Listed in Option 1 or 2)					
PREFIX	FIRST NAME	MI	LAST NAME		SUFFIX
	<b>PETE</b>		<b>SMITH</b>		
PROPERTY OWNER ADDRESS (Listed in Options 1-3)					
PRINCIPAL OFFICE ADDRESS or PRIMARY RESIDENTIAL ADDRESS (Number and Street, no P.O. Box) <b>1200 SOUTH CLINTON STREET</b>				ADDRESS (line 2)	
CITY <b>FORT WAYNE</b>		STATE <b>IN</b>	ZIP CODE <b>46802</b>	JOB TITLE <b>Manager Maintenance &amp; Operations</b>	
TELEPHONE NUMBER <b>(260) 467-2486</b>	EMAIL ADDRESS <b>Peter.Smith@fwcs.k12.in.us</b>				
<b>J ACTIVE LAND CONTRACT PROPERTY OWNER (If applicable)</b>					
TYPE OF OWNER					
<input type="checkbox"/> Federal Government		<input type="checkbox"/> State Government		<input type="checkbox"/> City / Local Government	
<input type="checkbox"/> Commercial		<input type="checkbox"/> Private		<input type="checkbox"/> Other:	
Option 1: PROPERTY OWNER NAME (Business Name as registered with the Secretary of State)				BUSINESS ID (From the Secretary of State)	
Option 2: PROPERTY OWNER NAME (If a Public Agency or other entity)					
Option 3: PROPERTY OWNER NAME (If in Individual Capacity)					
PREFIX	FIRST NAME	MI	LAST NAME		SUFFIX
PROPERTY OWNER ADDRESS (Listed in Options 1-3)					
PRINCIPAL OFFICE ADDRESS or PRIMARY RESIDENTIAL ADDRESS (Number and Street, no P.O. Box)				ADDRESS (line 2)	
CITY		STATE	ZIP CODE	EFFECTIVE DATE OF OWNERSHIP (MM/DD/YYYY)	
TELEPHONE NUMBER	JOB TITLE	EMAIL ADDRESS (Option 3 Individual Capacity)		PROPOSED END DATE (MM/DD/YYYY)	
CONTACT FOR BUSINESS / PUBLIC AGENCY (Listed in Option 1 or 2)					
PREFIX	FIRST NAME	MI	LAST NAME		SUFFIX
PRINCIPAL OFFICE ADDRESS or PRIMARY RESIDENTIAL ADDRESS (Number and Street, no P.O. Box)					
CITY				STATE	ZIP CODE
TELEPHONE NUMBER		EMAIL ADDRESS			

FACILITY ID # <b>10751</b>		FACILITY NAME <b>FWCS SOUTH TRANSPORTATION CENTER</b>			
<b>K CONTRACTOR</b>					
<input type="checkbox"/>	INSTALLATION INSPECTED BY A REGISTERED ENGINEER	REGISTRATION ID:	REGISTRATION DATE <i>(mm/dd/yyyy)</i>		
<input type="checkbox"/>	MANUFACTURER'S INSTALLATION CHECKLISTS HAVE BEEN COMPLETED AND INCLUDED	<input type="checkbox"/>	INSTALLER CERTIFIED BY TANK AND PIPING MANUFACTURER		
<input type="checkbox"/>	WORK INSPECTED BY INDIANA DEPARTMENT OF HOMELAND SECURITY / DIVISION OF FIRE AND BUILDING SAFETY	INSPECTION DATE <i>(mm/dd/yyyy)</i>			
CONTRACTOR BUSINESS NAME <i>(Business Name as registered with the Secretary of State)</i>			BUSINESS ID <i>(From the Secretary of State)</i>		
CONTACT INFORMATION FOR CONTRACTOR THAT PERFORMED OR MANAGED WORK ON SITE					
PREFIX	FIRST NAME	MI	LAST NAME		SUFFIX
PRINCIPAL OFFICE ADDRESS or PRIMARY RESIDENTIAL ADDRESS <i>(Number and Street, no P.O. Box)</i>				ADDRESS <i>(line 2)</i>	
CITY		STATE	ZIP CODE	IDHS CERTIFICATION NUMBER	
TELEPHONE NUMBER		EMAIL ADDRESS			
<b>L POTENTIALLY INTERESTED PARTIES</b>					
INTERESTED PARTY NAME <b>SES ENVIRONMENTAL</b>			E-MAIL ADDRESS <b>g.howard@sesadvantage.com</b>		
INTERESTED PARTY NAME			E-MAIL ADDRESS		
INTERESTED PARTY NAME			E-MAIL ADDRESS		
<b>M FACILITY SITE MAP</b>					
<i>In the space below, sketch the facility (tanks, piping, tank manway locations, vents, pump islands, buildings, etc.). Include tank sizes and type of product stored. Label streets or other landmarks. Show North if direction known.</i>					

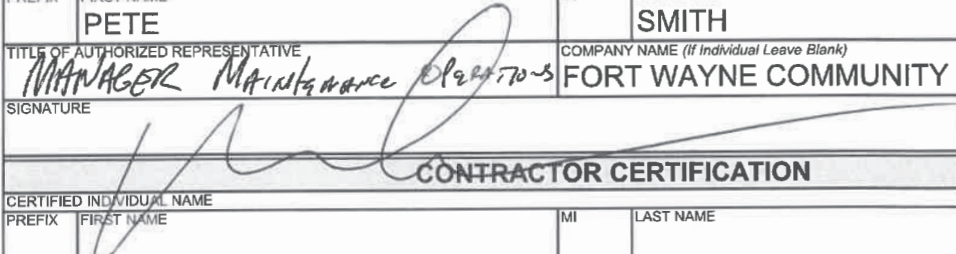
FACILITY ID #		FACILITY NAME	
10751		FWCS SOUTH TRANSPORTATION CENTER	
Complete one column for each tank or compartment. See instructions for compartment identification numbering.			
<b>N</b>	<b>IDENTIFICATION OF UNDERGROUND STORAGE TANKS</b>		
IDEM UST REGISTRATION NUMBER	1	2	
PART OF A COMPARTMENTED UST (Y/N)	NO	NO	
NUMBER OF COMPARTMENTS IN UST			
COMPARTMENT IDENTIFICATION NUMBER			
(mm/dd/yyyy) DATE INSTALLED	08/09/1993	07/10/1988	
(mm/dd/yyyy) DATE FIRST BROUGHT INTO USE			
(gallons) ESTIMATED TOTAL CAPACITY	10,000	12,000	
MANIFOLDED (Y/N)	NO	NO	
MANIFOLDED TO COMPARTMENT ID NUMBER			
<b>O</b>	<b>STATUS OF UNDERGROUND STORAGE TANKS</b>		
CURRENT STATUS	TEMP CLOSED	TEMP CLOSED	
(mm/dd/yyyy) STATUS DATE	03/08/2024	03/08/2024	
<b>P</b>	<b>SUBSTANCES CURRENTLY OR LAST STORED IN UNDERGROUND STORAGE TANKS</b>		
PETROLEUM	DSL - Diesel	DSL - Diesel	
MAXIMUM ETHANOL %			
MAXIMUM BIOFUEL %			
(specify) OTHER			
HAZARDOUS SUBSTANCE			
CHEMICAL ABSTRACT SERVICE NUMBER			
MIXTURE OF SUBSTANCES			
PRODUCT IS COMPATIBLE WITH TANK (Y/N)	YES	YES	
<b>Q</b>	<b>UNDERGROUND STORAGE TANK CONSTRUCTION ATTRIBUTES</b>		
MANUFACTURER			
MODEL			
MATERIAL OF CONSTRUCTION	Fiberglass	Fiberglass	
SECONDARY CONTAINMENT	Double-walled	Double-walled	
<b>R</b>	<b>UNDERGROUND STORAGE TANK CORROSION PROTECTION</b>		
CORROSION PROTECTION TYPE			
(mm/dd/yyyy) ANODE INSTALLATION DATE			
INTERIOR LINING			
(mm/dd/yyyy) LINER INSTALLATION DATE			
(specify) OTHER	Fiberglass	Fiberglass	
<b>S</b>	<b>PIPING CONSTRUCTION AND PROTECTION</b>		
MANUFACTURER			
MODEL			
(mm/dd/yyyy) DATE INSTALLED	08/09/1993	07/10/1988	
MATERIAL	Rigid Fiberglass	Flexible Composite	
SECONDARY CONTAINMENT	Double-walled	Double-walled	
CORROSION PROTECTION TYPE			
(mm/dd/yyyy) ANODE INSTALLATION DATE			
PRODUCT IS COMPATIBLE WITH PIPING (Y/N)	YES	YES	
PRODUCT DELIVERY METHOD	European Suction	European Suction	

FACILITY ID #		FACILITY NAME	
10751		FWCS SOUTH TRANSPORTATION CENTER	
IDEM UST REGISTRATION NUMBER		1	2
COMPARTMENT IDENTIFICATION NUMBER			
<b>T</b>	<b>UNDERGROUND STORAGE TANK RELEASE DETECTION</b>		
PRIMARY UST RELEASE DETECTION	ATG 0.2gph monthl	ATG 0.2gph monthl	
MANUFACTURER			
MODEL			
SECONDARY UST RELEASE DETECTION	ATG 0.2gph monthl	ATG 0.2gph monthl	
MANUFACTURER			
MODEL			
<b>U</b>	<b>UNDERGROUND PIPING RELEASE DETECTION</b>		
PRIMARY PIPING RELEASE DETECTION			
MANUFACTURER			
MODEL			
SECONDARY PIPING RELEASE DETECTION (LEAK DETECTOR REQUIRED FOR PRESSURIZED PIPING)			
MANUFACTURER			
MODEL			
TERTIARY PIPING RELEASE DETECTION			
MANUFACTURER			
MODEL			
<b>V</b>	<b>SPILL AND OVERFILL PREVENTION EQUIPMENT</b>		
CATCHMENT BASIN / SPILL BUCKET	Standard Spill Buck	Standard Spill Buck	
(mm/dd/yyyy) DATE INSTALLED			
MANUFACTURER			
MODEL			
FILL LATITUDE			
FILL LONGITUDE			
PRIMARY OVERFILL PREVENTION EQUIPMENT	Auto Shutoff / Flapp	Auto Shutoff / Flapp	
(mm/dd/yyyy) DATE INSTALLED			
MANUFACTURER			
MODEL			
% ULLAGE SET POINT			
SECONDARY OVERFILL PREVENTION EQUIPMENT			
(mm/dd/yyyy) DATE INSTALLED			
MANUFACTURER			
MODEL			
% ULLAGE SET POINT			
UNDER DISPENSER CONTAINMENT PRESENT	YES - Testable	YES - Testable	
MANUFACTURER			
(mm/dd/yyyy) DATE INSTALLED			
SUBMERSIBLE TURBINE SUMP PRESENT			
MANUFACTURER			
(mm/dd/yyyy) DATE INSTALLED			

FACILITY ID # <b>10751</b>		FACILITY NAME <b>FWCS SOUTH TRANSPORTATION CENTER</b>		
Complete one column for each tank or compartment. See instructions for compartment identification numbering.				
<b>N</b>	<b>IDENTIFICATION OF UNDERGROUND STORAGE TANKS</b>			
IDEM UST REGISTRATION NUMBER				
PART OF A COMPARTMENTED UST (Y/N)				
NUMBER OF COMPARTMENTS IN UST				
COMPARTMENT IDENTIFICATION NUMBER				
(mm/dd/yyyy) DATE INSTALLED				
(mm/dd/yyyy) DATE FIRST BROUGHT INTO USE				
(gallons) ESTIMATED TOTAL CAPACITY				
MANIFOLDED (Y/N)				
MANIFOLDED TO COMPARTMENT ID NUMBER				
<b>O</b>	<b>STATUS OF UNDERGROUND STORAGE TANKS</b>			
CURRENT STATUS	IN USE			
(mm/dd/yyyy) STATUS DATE				
<b>P</b>	<b>SUBSTANCES CURRENTLY OR LAST STORED IN UNDERGROUND STORAGE TANKS</b>			
PETROLEUM				
MAXIMUM ETHANOL %				
MAXIMUM BIOFUEL %				
(specify) OTHER				
HAZARDOUS SUBSTANCE				
CHEMICAL ABSTRACT SERVICE NUMBER				
MIXTURE OF SUBSTANCES				
PRODUCT IS COMPATIBLE WITH TANK (Y/N)				
<b>Q</b>	<b>UNDERGROUND STORAGE TANK CONSTRUCTION ATTRIBUTES</b>			
MANUFACTURER				
MODEL				
MATERIAL OF CONSTRUCTION				
SECONDARY CONTAINMENT				
<b>R</b>	<b>UNDERGROUND STORAGE TANK CORROSION PROTECTION</b>			
CORROSION PROTECTION TYPE				
(mm/dd/yyyy) ANODE INSTALLATION DATE				
INTERIOR LINING				
(mm/dd/yyyy) LINER INSTALLATION DATE				
(specify) OTHER				
<b>S</b>	<b>PIPING CONSTRUCTION AND PROTECTION</b>			
MANUFACTURER				
MODEL				
(mm/dd/yyyy) DATE INSTALLED				
MATERIAL				
SECONDARY CONTAINMENT				
CORROSION PROTECTION TYPE				
(mm/dd/yyyy) ANODE INSTALLATION DATE				
PRODUCT IS COMPATIBLE WITH PIPING (Y/N)				
PRODUCT DELIVERY METHOD				

FACILITY ID # <b>10751</b>		FACILITY NAME <b>FWCS SOUTH TRANSPORTATION CENTER</b>	
IDEM UST REGISTRATION NUMBER			
COMPARTMENT IDENTIFICATION NUMBER			
<b>T</b>	<b>UNDERGROUND STORAGE TANK RELEASE DETECTION</b>		
PRIMARY UST RELEASE DETECTION			
MANUFACTURER			
MODEL			
SECONDARY UST RELEASE DETECTION			
MANUFACTURER			
MODEL			
<b>U</b>	<b>UNDERGROUND PIPING RELEASE DETECTION</b>		
PRIMARY PIPING RELEASE DETECTION			
MANUFACTURER			
MODEL			
SECONDARY PIPING RELEASE DETECTION (LEAK DETECTOR REQUIRED FOR PRESSURIZED PIPING)			
MANUFACTURER			
MODEL			
TERTIARY PIPING RELEASE DETECTION			
MANUFACTURER			
MODEL			
<b>V</b>	<b>SPILL AND OVERFILL PREVENTION EQUIPMENT</b>		
CATCHMENT BASIN / SPILL BUCKET			
(mm/dd/yyyy) DATE INSTALLED			
MANUFACTURER			
MODEL			
FILL LATITUDE			
FILL LONGITUDE			
PRIMARY OVERFILL PREVENTION EQUIPMENT			
(mm/dd/yyyy) DATE INSTALLED			
MANUFACTURER			
MODEL			
% ULLAGE SET POINT			
SECONDARY OVERFILL PREVENTION EQUIPMENT		<input type="checkbox"/>	
(mm/dd/yyyy) DATE INSTALLED			
MANUFACTURER			
MODEL			
% ULLAGE SET POINT			
UNDER DISPENSER CONTAINMENT PRESENT			
MANUFACTURER			
(mm/dd/yyyy) DATE INSTALLED			
SUBMERSIBLE TURBINE SUMP PRESENT			
MANUFACTURER			
(mm/dd/yyyy) DATE INSTALLED			



FACILITY ID # <b>10751</b>		TRANSACTION ID - FOR STATE USE ONLY	
<b>UST OWNER CERTIFICATION</b>			
<p>I swear or affirm, under penalty of perjury as specified by IC 35-44.1-2-1 and other penalties specified by IC 13-30-10 and IC 13-23-14-2, that the statements and representations in this document are true, accurate, and complete. I further certify compliance with the following requirements in accordance with 329 IAC 9-2-2(e):</p> <p>(1) Installation of all tanks and piping under 40 CFR 280.20.                  (2) Cathodic protection of steel tanks and piping under 40 CFR 280.20.                  (3) Release detection under 40 CFR 280 Subpart D.                  (4) Financial responsibility under 329 IAC 9-8.</p>			
OWNER'S AUTHORIZED REPRESENTATIVE (Print or Type)			
PREFIX	FIRST NAME	MI	LAST NAME SUFFIX
	PETE		SMITH
TITLE OF AUTHORIZED REPRESENTATIVE		COMPANY NAME (If Individual Leave Blank)	
		FORT WAYNE COMMUNITY SCHOOLS	
SIGNATURE			DATE (MM/DD/YYYY)
<b>UST OPERATOR CERTIFICATION</b>			
<p>I swear or affirm, under penalty of perjury as specified by IC 35-44.1-2-1 and other penalties specified by IC 13-30-10 and IC 13-23-14-2, that the statements and representations in this document are true, accurate, and complete. I further certify compliance with the following requirements in accordance with 329 IAC 9-2-2(e):</p> <p>(1) Installation of all tanks and piping under 40 CFR 280.20.                  (2) Cathodic protection of steel tanks and piping under 40 CFR 280.20.                  (3) Release detection under 40 CFR 280 Subpart D.                  (4) Financial responsibility under 329 IAC 9-8.</p>			
OPERATOR'S AUTHORIZED REPRESENTATIVE (Print or Type)			
PREFIX	FIRST NAME	MI	LAST NAME SUFFIX
	PETE		SMITH
TITLE OF AUTHORIZED REPRESENTATIVE		COMPANY NAME (If Individual Leave Blank)	
MANAGER Maintenance Dept 70-3		FORT WAYNE COMMUNITY SCHOOLS	
SIGNATURE			DATE (MM/DD/YYYY)
			3/14/24
<b>CONTRACTOR CERTIFICATION</b>			
CERTIFIED INDIVIDUAL NAME			
PREFIX	FIRST NAME	MI	LAST NAME SUFFIX
OATH: I swear or affirm, under penalty of perjury as specified by IC 35-44.1-2-1 and other penalties specified by IC 13-30-10 and IC 13-23-14-2, that work performed on the UST system complies with methods specified in 329 IAC 9 and 40 CFR 280, Subpart C.			
SIGNATURE		EMAIL ADDRESS	DATE (MM/DD/YYYY)

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