



**FORT WAYNE-ALLEN COUNTY
AIRPORT AUTHORITY**

FORT WAYNE INTERNATIONAL AIRPORT
SMITH FIELD AIRPORT

**NOTICE TO PUBLIC
FORT WAYNE-ALLEN COUNTY AIRPORT AUTHORITY
REQUEST FOR PROPOSALS FOR
REAL ESTATE BROKERAGE SERVICES
FORT WAYNE INTERNATIONAL AIRPORT AND
SMITH FIELD AIRPORT**

Notice is hereby given that the Fort Wayne–Allen County Airport Authority (the Authority) is soliciting proposals from qualified firms to provide real estate brokerage services related to the development of the property located at the southeast corner of Airport Expressway and Ardmore Avenue. The term of the engagement is for 1 year, with an option for additional renewal periods. Services are anticipated to commence in June of 2026.

Proposal details may be obtained on the Authority’s website at www.fwairport.com, Business, Solicitations & Bidding. Any issued addendums to this bid will be also posted at this site. It will be the responsibility of interested firms to obtain any and all posted addendums.

Sealed proposals must be submitted to the Fort Wayne-Allen County Airport Authority, 3801 W. Ferguson Road, Suite 209, Fort Wayne, IN 46809, no later than 3 p.m. April 22nd, 2026. The outside of the proposal shall be marked “RFP for real estate brokerage services.” No RFP will be accepted by electronic means, all must be received by mail or hand delivered.

All questions must be submitted in writing by email to rbauer@fwairport.com by April 15th, 2026 @ 3:00 P.M.

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, creed, sex, age, or disability in consideration for an award.

The Fort Wayne-Allen County Airport Authority reserves the rights to reject any and all proposals, to negotiate the terms and conditions of the proposals, to waive irregularities and/or formalities, and to make an award in the manner as determined to be in the Authority’s best interest.

FORT WAYNE-ALLEN COUNTY
AIRPORT AUTHORITY

Scott Hinderman, A.A.E.
Executive Director of Airports

A Whole New Altitude

GENERAL INFORMATION

The Fort Wayne-Allen County Airport Authority (the “Authority”) seeks proposals from real estate brokers/firms to sell real property owned by the Authority. It is the intent of this Request for Proposal (RFP) to have the successful broker/firm, enter into an Agreement for Consultant Services with the Authority to supply real estate services as outlined herein.

PROPERTY AVAILABLE

The property that is the subject of this Request for proposal (the “Subject Real Estate”) is a 12.4-acre site commonly known as 9150 Ardmore Avenue, Fort Wayne, Indiana 46809, as depicted in Exhibit “A”, but excluding pending public right of way and the approximately 2.12-acre parcel that is identified by cross-hatching (the “Excluded Parcel”). The Excluded Parcel is currently under contract to a third party. If the Authority fails to close on the sale of the Excluded Parcel, then it shall have the right to add it to the Agreement for Consultant Services.

PROPERTY DEVELOPMENT VISION

It is the intention of the Authority to develop the Subject Real Estate into a multi-use development, subject to existing restrictive covenants (Exhibit C) and development agreements with the following goals:

1. Provide valuable goods and services to the Authority’s airport users and employees
2. Provide valuable goods and services to Airport District’s businesses and neighbors
3. Towards the site’s highest and best use

PROPOSAL OVERVIEW

The following information is required and must accompany your proposal:

1. **COVER LETTER:** Provide a cover letter indicating your interest in serving as the Authority’s real estate agent/firm to sell the Subject Real Estate and advise on other real property issues as needed.
2. **BACKGROUND INFORMATION:** List year in business with a description of your firm, including size of firm, location, number and nature of the professional staff to be assigned to this contract, with a brief resume for each key person listed.
3. **EXPERIENCE SUMMARY:** Describe your firm’s pertinent real estate experience, including experience with multi-use development.
4. **MARKETING METHODS:** Describe the methods of identifying target user groups

and a description of the marketing materials and the strategy for presenting the site to a regional and national marketplace (when appropriate).

5. **ADDITIONAL SERVICES:** Describe additional relevant/unique services offered through your firm.
6. **FEE SCHEDULE:**
 - a. State your commission rate for listing and selling of properties and for advising on miscellaneous real property matters.
 - b. State your proposed method of compensation for representing the Authority in negotiations for selling properties.
 - c. State any other costs the Authority should anticipate relating to the real estate services to be provided.

NOTE: Quoted fees shall be valid for a minimum of 60 days upon receipt.

7. **REFERENCES:** Provide a list of three applicable references. Include name, title, and contact information for each reference as well as a brief description of the specific services provided.
8. **GOOD STANDING:** Your firm must be in compliance with Federal, State, County and local units of government; which specifically includes good tax payment status and good corporate registration status.
9. **NON-COLLUSION:** By submission of a proposal, your firm certifies, that the information contained in your proposal has been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

GENERAL INFORMATION

1. **Proposal Submission:** Proposals must be submitted to the Authority no later than **3:00 pm, April 22nd, 2026**. Late submissions after the deadline or proposals delivered via fax will not be accepted. A total of **four (4)** identical proposals must be submitted and labeled as follows:

*Fort Wayne-Allen County Airport Authority
Attention: Ryan Bauer, Airport Development Manager
Fort Wayne International Airport
3801 W. Ferguson Road, Suite 209*

2. Proposals will be forwarded to a Selection Committee established by the Authority. The Selection Committee will review the proposals and develop a list of finalists to interview or the Selection Committee may wish to award from the submitted proposals.

3. To be considered, firms must submit a complete response to the RFP in the form requested. Firms not responding to items requested in the RFP or indicating exceptions to such items may have their submittals rejected.
4. The Authority reserves the right to reject any and all proposals, or any parts thereof, or to waive any informality or defect in any proposal if it is in the best interest of the Authority. All proposals, plans, and other documents submitted shall become the property of the Authority. Responses to this RFP are considered public information and are subject to discovery under the Access to Public Records Act.
5. Respondents are responsible for their own expense in preparing, delivering or presenting a proposal, and for subsequent negotiations with the Authority, if any.
6. All questions shall be directed in writing to the following contact person: Ryan Bauer, Airport Development Manager, , email RBauer@fwairport.com. However, should you need to contact Mr. Bauer via phone, the number is (260) 446-3451.

SCOPE OF SERVICES

The successful firm shall agree to a contract with the Authority in substantially the same form as provided in Exhibit "B" to provide the following:

1. Develop strategies for sale of the Subject Parcel (such as conducting a study of comparable properties).
2. Develop marketing materials (electronic and/or hard copy) to advertise sites for sale, distribute the materials to potential buyers via the appropriate form(s) of media and report the results to the Authority on an agreed upon frequency.
3. Advise the Authority related to strategies to promote and sell the designated sites. Public presentations may be required.
4. Participate in site tours of the Subject Property for potential buyers.
5. Analyze offers from potential buyers and advise the Authority with respect to negotiations.
6. Represent the Authority in negotiations with a prospective buyer from the time of offer until closing.
7. Coordinate real estate transaction closings.
8. Handle all other customary activities and services associated with real estate transactions.
9. Provide as-needed advising on miscellaneous real estate matters.

TERM OF CONTRACT

The contract period for the successful agent(s)/firm(s) will be 365 days from the date of award.

The contract may be renewed for additional terms upon satisfactory performance by the broker/firm and at a negotiated rate agreed to in writing by both the agent/firm and the Authority. Alternate contract periods may be considered.

EVALUATION AND AWARD PROCESS

Issuance of this RFP and receipt of proposals does not commit the Authority to award a contract. The Authority reserves the right to postpone receipt date, accepting or rejecting any or all proposals received in response to this RFP, or to negotiate with any of the brokers/firms submitting an RFP, or to cancel all or part of this RFP.

SELECTION CRITERIA

Selection of a broker/firm will be made based on the following criteria:

Weight	Criteria
Pass / Fail	The proposal was submitted prior to the deadline and contained the required information
60%	Proposed broker fee to be paid by FWACAA
40%	Evaluation of the Broker's alignment and ability to deliver on FWACAA development vision for the multi-use site.

ORAL PRESENTATION/INTERVIEWS

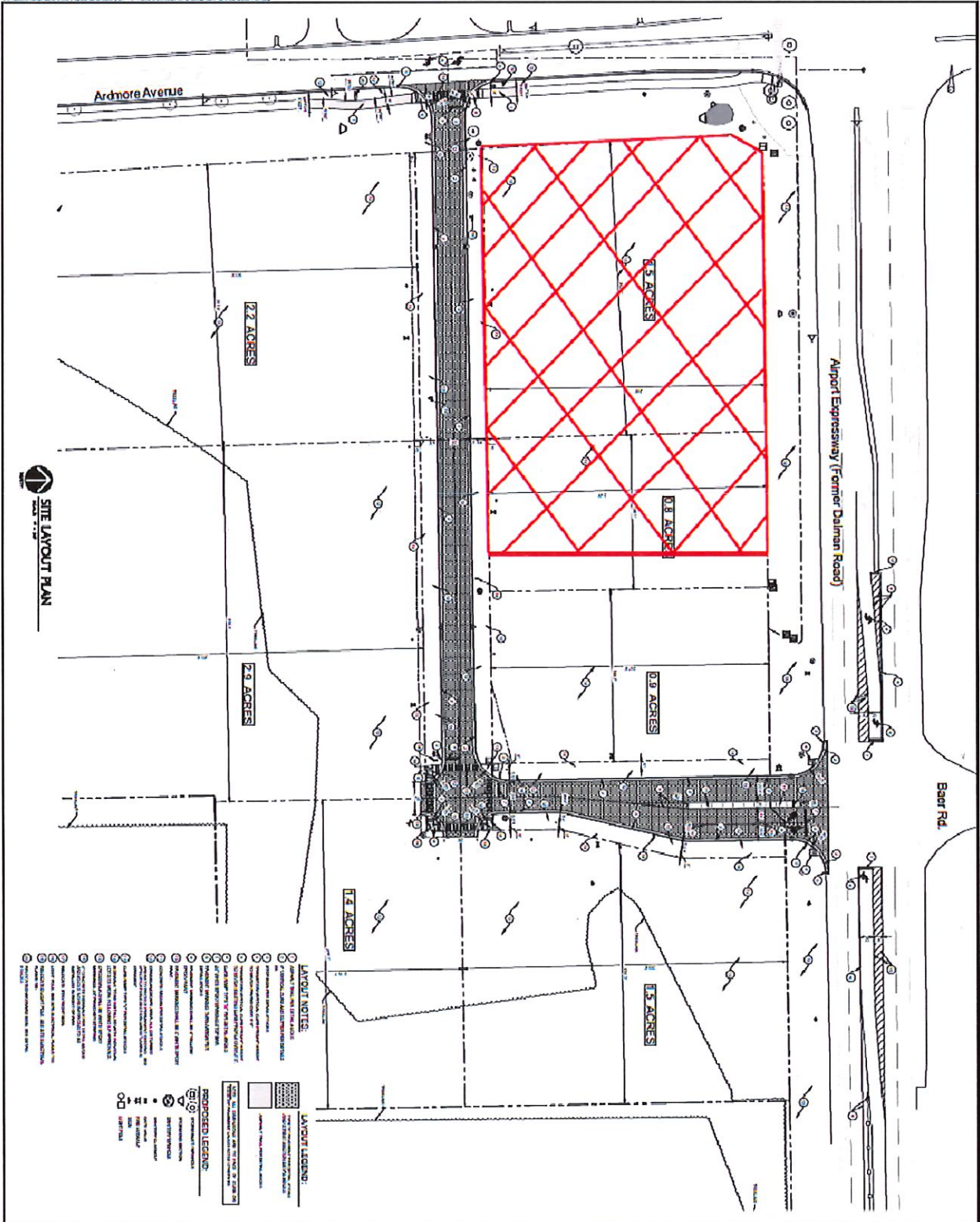
Firms submitting a proposal in response to this RFP may be required to give an oral presentation of their proposal. Additional technical and/or cost information may be requested for clarification purposes, but in no way change the original proposal submitted. Interviews are optional and may or may not be conducted.

If an interview is conducted, it is essential that the consultant's personnel to be assigned to the work, as well as key representatives, be present at and participate in the interview. A recommendation of the selected consultant will be made to the Authority. The selected consultant and Authority representatives will negotiate a mutually acceptable contract. The negotiated contract shall be approved by the Authority.

EXHIBIT A

SUBJECT REAL ESTATE





SITE LAYOUT PLAN

- LAYOUT NOTES:**
1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 2. ALL DISTANCES ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
 3. ALL DISTANCES ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
 4. ALL DISTANCES ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
 5. ALL DISTANCES ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
 6. ALL DISTANCES ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
 7. ALL DISTANCES ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
 8. ALL DISTANCES ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
 9. ALL DISTANCES ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
 10. ALL DISTANCES ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
 11. ALL DISTANCES ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
 12. ALL DISTANCES ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
 13. ALL DISTANCES ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
 14. ALL DISTANCES ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
 15. ALL DISTANCES ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
 16. ALL DISTANCES ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
 17. ALL DISTANCES ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
 18. ALL DISTANCES ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
 19. ALL DISTANCES ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
 20. ALL DISTANCES ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
- LAYOUT LEGEND:**
- 1. EXISTING BUILDING
 - 2. PROPOSED BUILDING
 - 3. EXISTING DRIVEWAY
 - 4. PROPOSED DRIVEWAY
 - 5. EXISTING PAVEMENT
 - 6. PROPOSED PAVEMENT
 - 7. EXISTING CURB
 - 8. PROPOSED CURB
 - 9. EXISTING SIDEWALK
 - 10. PROPOSED SIDEWALK
 - 11. EXISTING LANDSCAPE
 - 12. PROPOSED LANDSCAPE
 - 13. EXISTING UTILITY
 - 14. PROPOSED UTILITY
 - 15. EXISTING EASEMENT
 - 16. PROPOSED EASEMENT
 - 17. EXISTING FENCE
 - 18. PROPOSED FENCE
 - 19. EXISTING SIGN
 - 20. PROPOSED SIGN



**Fort Wayne Airport
Ardmore Development**

1100 Ardmore Ave
Fort Wayne, IN 46839



ENGINEERING
CONSULTANTS, INC.

SCALE:
1" = 50'

DATE:
11/11/2011

PROJECT:
Fort Wayne Airport
Ardmore Development

CLIENT:
Fort Wayne Airport Authority

PROJECT NO.:
C20

DATE:
11/11/2011

PROJECT:
Fort Wayne Airport
Ardmore Development

CLIENT:
Fort Wayne Airport Authority

EXHIBIT B

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and effective as of _____, 2026, between _____ (“Consultant”), and the **FORT WAYNE-ALLEN COUNTY AIRPORT AUTHORITY**, an Indiana municipal corporation (the “Authority”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on _____, 2026, and shall remain and continue in effect until _____, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and comply with all terms and provisions set forth in Attachment “1”, attached hereto and incorporated herein by this reference.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **AGREEMENT ADMINISTRATION**

Ryan Bauer shall represent the Authority in all matters pertaining to the administration of this Agreement. _____ shall represent Consultant in all matters pertaining to the administration of this Agreement.

5. **PAYMENT**

The Authority agrees to pay the Consultant in accordance with the payment rates and terms set forth in Attachment “2”, attached hereto and incorporated herein by this reference.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The Authority may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Authority suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the Authority shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Authority. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Authority pursuant to Section 5.

7. **TERMINATION ON OCCURRENCE OF STATED EVENTS**

This Agreement shall terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of any party;
- (b) Sale of Consultant's business;
- (c) Assignment of this Agreement by Consultant without the consent of Authority; or
- (d) End of the Agreement term specified in Section 1.

8. **DEFAULT OF CONSULTANT**

- (a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, Authority shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.
- (b) If the Authority Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the Authority shall have the right, notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. **LAWS TO BE OBSERVED.** Consultant shall:

- (a) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Consultant under this Agreement.
- (b) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Consultant's performance under this Agreement, or the conduct of the services under this Agreement.
- (c) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above.
- (d) Immediately report to the Authority's Airport Development Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.
- (e) The Authority, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.
- (f) Compliance with Federal Civil Rights Provisions (Attachment 3)

10. **OWNERSHIP OF DOCUMENTS**

- (a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Authority that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of Authority or its designees at reasonable times to such books and records; shall give Authority the right to examine and audit said books and

records; shall permit Authority to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- (b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the Authority and may be used, reused, or otherwise disposed of by the Authority without the permission of the Consultant. With respect to computer files, Consultant shall make available to the Authority, at the Consultant's office and upon reasonable written request by the Authority, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. INDEMNIFICATION

- (a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless Authority and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subcontractors or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.
- (b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless Authority, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.
- (c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of Authority to monitor compliance with these requirements imposes no additional obligations on Authority and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Authority as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

12. INDEPENDENT CONSULTANT

- (a) Consultant is and shall at all times remain as to the Authority a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither Authority nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the Authority. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against Authority, or bind Authority in any manner.

rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior court of Allen County, Indiana.

17. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. **TIME**

Authority and Consultant agree that time is of the essence in this Agreement.

19. **CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL**

Consultant is bound by the contents of the Authority's Request for Proposal, Exhibit "D," attached hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit "E", attached hereto and incorporated herein by this reference. In the event of conflict, the requirements of Authority's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

20. **CONSTRUCTION**

The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

21. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

22. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**FORT WAYNE-ALLEN COUNTY
AIRPORT AUTHORITY**

CONSULTANT

By: _____
Scott D. Hinderman, AAE
Chief Executive Officer

By: _____

Its: _____
(Title)

ATTACHMENT 1

SCOPE OF WORK

ATTACHMENT 2

PAYMENT SCHEDULE

The following table sets forth the estimated monthly payments to be made by the borrower to the lender under the terms of the loan agreement. The payments are based on the assumption that the borrower will make payments on time and that the interest rate will remain constant. The actual payments may vary if the interest rate changes or if the borrower makes extra payments.

The total amount of payments to be made by the borrower is \$100,000.00. The total amount of interest to be paid is \$15,000.00. The total amount of principal to be repaid is \$85,000.00.

Month	Payment	Interest	Principal
1	\$1,000.00	\$1,000.00	\$0.00
2	\$1,000.00	\$990.00	\$10.00
3	\$1,000.00	\$980.00	\$20.00
4	\$1,000.00	\$970.00	\$30.00
5	\$1,000.00	\$960.00	\$40.00
6	\$1,000.00	\$950.00	\$50.00
7	\$1,000.00	\$940.00	\$60.00
8	\$1,000.00	\$930.00	\$70.00
9	\$1,000.00	\$920.00	\$80.00
10	\$1,000.00	\$910.00	\$90.00
11	\$1,000.00	\$900.00	\$100.00
12	\$1,000.00	\$890.00	\$110.00
13	\$1,000.00	\$880.00	\$120.00
14	\$1,000.00	\$870.00	\$130.00
15	\$1,000.00	\$860.00	\$140.00
16	\$1,000.00	\$850.00	\$150.00
17	\$1,000.00	\$840.00	\$160.00
18	\$1,000.00	\$830.00	\$170.00
19	\$1,000.00	\$820.00	\$180.00
20	\$1,000.00	\$810.00	\$190.00
21	\$1,000.00	\$800.00	\$200.00
22	\$1,000.00	\$790.00	\$210.00
23	\$1,000.00	\$780.00	\$220.00
24	\$1,000.00	\$770.00	\$230.00
25	\$1,000.00	\$760.00	\$240.00
26	\$1,000.00	\$750.00	\$250.00
27	\$1,000.00	\$740.00	\$260.00
28	\$1,000.00	\$730.00	\$270.00
29	\$1,000.00	\$720.00	\$280.00
30	\$1,000.00	\$710.00	\$290.00
31	\$1,000.00	\$700.00	\$300.00
32	\$1,000.00	\$690.00	\$310.00
33	\$1,000.00	\$680.00	\$320.00
34	\$1,000.00	\$670.00	\$330.00
35	\$1,000.00	\$660.00	\$340.00
36	\$1,000.00	\$650.00	\$350.00
37	\$1,000.00	\$640.00	\$360.00
38	\$1,000.00	\$630.00	\$370.00
39	\$1,000.00	\$620.00	\$380.00
40	\$1,000.00	\$610.00	\$390.00
41	\$1,000.00	\$600.00	\$400.00
42	\$1,000.00	\$590.00	\$410.00
43	\$1,000.00	\$580.00	\$420.00
44	\$1,000.00	\$570.00	\$430.00
45	\$1,000.00	\$560.00	\$440.00
46	\$1,000.00	\$550.00	\$450.00
47	\$1,000.00	\$540.00	\$460.00
48	\$1,000.00	\$530.00	\$470.00
49	\$1,000.00	\$520.00	\$480.00
50	\$1,000.00	\$510.00	\$490.00
51	\$1,000.00	\$500.00	\$500.00

The above schedule is based on the assumption that the borrower will make payments on time and that the interest rate will remain constant. The actual payments may vary if the interest rate changes or if the borrower makes extra payments. The total amount of payments to be made by the borrower is \$100,000.00. The total amount of interest to be paid is \$15,000.00. The total amount of principal to be repaid is \$85,000.00.

The borrower agrees to make payments on time and to pay the interest on the loan. The lender agrees to provide the loan to the borrower. The borrower agrees to pay the interest on the loan. The lender agrees to provide the loan to the borrower. The borrower agrees to pay the interest on the loan. The lender agrees to provide the loan to the borrower.

The borrower agrees to make payments on time and to pay the interest on the loan. The lender agrees to provide the loan to the borrower. The borrower agrees to pay the interest on the loan. The lender agrees to provide the loan to the borrower.

ATTACHMENT 3

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

Title VI Solicitation Notice:

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto.

This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program

set forth in Appendix B of 49 CFR part 21 including amendments thereto.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

EXHIBIT C

EXISTING RESTRICTIVE COVENANTS

**DECLARATION OF PERMANENT COVENANTS, CONDITIONS AND
RESTRICTIONS FOR REAL ESTATE AT
8900 Indianapolis Road, Fort Wayne, Indiana 46809**

WHEREAS, FORT WAYNE – ALLEN COUNTY AIRPORT AUTHORITY (“Authority”) is the owner of the following described Real Estate in Allen County, Indiana more particularly described as follows, to-wit:

"Real Estate" described on the attached Exhibit A.

WHEREAS, the Authority is desirous of imposing certain covenants, conditions and restrictions on said Real Estate to provide for the harmonious and best use of said Real Estate, and development of the site with the same advantages and characteristics as are normally provided in such commercial developments.

NOW THEREFORE, the Authority declares that the above-described Real Estate shall be subject to and impressed with the covenants, conditions and restrictions herein set out and which shall be a part of each and every conveyance of said Real Estate by sale or lease of any tract or parcel of the above described Real Estate.

The provisions herein contained are for the benefit of the Authority, as owner of the Fort Wayne International Airport (“FWA”), and for the mutual benefit and protection of the owners, present or future, of any and all tracts or parcels of the Real Estate; and they shall run with the land and inure to the benefit of and be enforceable by the Authority and the owner, or owners, of any tract or parcel, their respective legal representatives, heirs, successors, grantees and assigns. The Authority and the owner, or owners, present or future, of any tract or parcel shall be entitled to injunctive relief against any violation or attempted violation of the provisions hereof and also damages for any injuries remitting from any violation thereof; but there shall be no right or reversion or forfeiture of title resulting from such violation.

These covenants, conditions, restrictions and reservations may be vacated only by the Authority, in writing.

Enforcement of these conditions, restrictions and reservations shall be by the Authority, by its successor and/or by owner or owners of any part of the Real Estate, through proceedings at law or in equity against any person or persons violating or attempting to violate any condition, restriction or reservation either to restrain violation or to recover damages, or for any other legal or equitable relief maintainable by an aggrieved owner. Invalidation of any one of these conditions, restrictions or reservations by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

2026004873

RECORDED: 02/03/2026 01:43:13 PM

**Recorded as Presented
Allen County Indiana
Recorder Nicole Keesling**

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

Feb 03 2026 NB

JACQUELYNN SCHEUMAN
ALLEN COUNTY AUDITOR

1) DEFINITIONS

A. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any parcel of real estate which is a part of the Real Estate; provided, however, that with respect to any parcel of real estate subject to a contract for conditional sale of real estate, the contract purchaser, rather than the holder of the fee simple title, shall be deemed the Owner. "Lot" shall mean any tract or tracts of land as conveyed originally or by subsequent transfer, which must be at least four-fifths of an acre (0.8 acres) in size. An Owner may combine Lots to form one larger Lot.

B. "Authority" shall mean Fort Wayne – Allen County Airport Authority.

C. "Real Estate" shall mean the land described on the attached Exhibit A.

2) AVIGATION EASEMENT

The Authority hereby reserves unto itself a perpetual right-of-way and easement to run with the land for the free and unobstructed flight of aircraft and the right to cause such noise as is inherent in the operation of aircraft in and through the airspace over, across, and above the Real Estate. For purposes of this easement, the term "free and unobstructed flight" shall mean that the airspace shall be kept free of obstructions which shall be determined in accordance with the provisions of Federal Aviation Administration ("FAA") Regulations set out in 14 CFR (or its successor) specifically dealing with obstruction standards for civil airports and in accordance with FWA's existing Airport Layout Plan. A man-made object or structure that has been approved pursuant to the procedures set forth herein and is in existence at the time of an amendment to said regulations or to the existing Airport Layout Plan shall not be deemed to be an obstruction, for purposes of this paragraph.

Owners shall not hereafter use or permit use of the Real Estate in such a manner as to: (a) create electrical interference with radio communication between FWA and any aircraft; (b) make it difficult for aircraft to distinguish between airport lights and others or to create a glare affecting the flight of aircraft using FWA or to otherwise create conditions that could reasonably be determined to impair visibility in the vicinity of the airport; (c) attract wildlife that may interfere with the safe operation of FWA; or (d) otherwise could reasonably be determined to endanger the landing, taking off, or maneuvering of aircraft over, across, or above the Real Estate.

3) ZONING AND SITE COVERAGE

A. Real Estate shall be rezoned C-3 General Commercial and use for uses as defined within the C-3 classification by the Allen County Zoning Ordinance.

B. Minimum lot size shall be four-fifths of an acre (0.8 acres).

C. On all lots, a minimum of ten percent (10%) of the lot area shall be maintained as landscaped areas (as hereinafter defined).

4) MINIMUM BUILDING SETBACKS

A. Building setbacks shall not be less than the following:

- Front yard with street frontage: Thirty-Five (35) feet from right-of-way line.
- Side yard: Twenty-Five (25) feet from right-of-way line.
- Rear yard: Ten (10) feet from property line.

5) MAXIMUM STRUCTURE HEIGHT AND LAND USE

A. Building and structure (including any equipment) heights will be restricted in accordance with the ALLEN COUNTY ZONING PLAN, ARTICLE 3 – COMPREHENSIVE PLAN including compliance with the Chapter 11 – Airport Overlay District.

B. Antennae and satellite dishes shall meet all FAA air space requirements and be approved, in writing, by the Authority. Small residential television satellite dishes shall be permitted without Authority approval, subject to the limitations and restrictions of Section 5(A), above.

C. The detailed review described in Section 5(A) shall be conducted by the FAA and/or independent consultants retained by the Authority and shall be conducted in reference to 14 CFR (or its successor), Terminal Instrument Procedures (TERPS), and Single Engine Out Surfaces.

D. Notwithstanding the foregoing, a temporary breach of the limitations of this Section 5 shall be allowed to accommodate cranes and other construction equipment (“Construction Equipment”) during the active construction (“Construction Activities”) of any improvements upon the Real Estate. Provided however, that all such Construction Equipment and Construction Activities be approved by the FAA prior to commencement of Construction Activities and the placement of Construction Equipment on the Real Estate.

6) ARCHITECTURAL CONTROLS

Building Materials:

A. The street face of a building is defined as that elevation facing the public street where access to the lot is provided, however, those lots with frontage on two or more public streets may contain buildings with the street face oriented to either public street.

B. The following exterior building materials are acceptable for offices and street faces of buildings in the Real Estate:

- Masonry: brick, blocks, stone, granite, limestone
- Precast Concrete
- Glass: insulated, un-insulated, safety, color-tinted, reflective

- Metal pre-engineered buildings with fluted metal siding
- Roofing: twenty (20) year guarantee, build-up membranes, single ply or metal
- Curtain walls: aluminum with anodized, baked enamel finishes; other finished metals
- Doors: painted steel, fiberglass, glass, aluminum, other finished metal (Wood doors for decorative office entrance)
- Canopies shall use similar design materials as the building

C. Proposed building designs shall be submitted to the Architectural Review Committee for approval. Designs shall incorporate:

- Large expanses of glass are allowed, but the building shall not be constructed entirely of a metal and glass curtain wall.
- A minimum of three (3) materials shall be used for building exteriors, from the following list: stone, brick, architectural pre-cast (panels or detailing), architectural metal panels, glass, and ornamental metal.
- Concrete block shall not be allowed as an exterior finish material.
- Building entrances shall be clearly articulated.
- The architectural style, including materials and detailing, shall be consistent on all sides of the building. Styling shall be consistent and complement surrounding buildings on the Real Estate.

7) MECHANICAL SYSTEMS

A. HVAC units or mechanical processor/collectors may be located on building roofs or may be ground-mounted.

B. HVAC units and similar or related machinery, located on the ground, shall be permanently screened from view from any internal street adjoining the individual lot with landscaping or fencing in accordance with applicable zoning regulations.

8) LOADING/DOCKING AREAS

A. Loading docks and doors shall be constructed and landscaped in a manner to screen truck docks, truck courts and truck storage/parking from Airport Expressway to the North and Ardmore Road to the West.

B. Loading dock doors shall be overhead type doors made of fiberglass, steel or finished metal.

9) LANDSCAPING

A. "Landscaping" and "landscaped areas" shall consist of lawns, ground covers, crops, natural areas, earth forms, shade trees, ornamental trees, or shrubs and shrub masse (non-fruit bearing). These elements shall be placed to screen unattractive site elements and views such as service,

storage and refuse areas. Landscaping should also be used to highlight building entrances and architecture.

B. Landscaping shall be inside required building setback yards as follows:

- Along public street frontage, the first ten (10) feet beyond the lot line shall be a landscaped area.
- Alongside and rear yards, the first five (5) feet along the lot line shall be landscaped. If a parking area is located in the side or rear yards, the minimum landscaped area will be ten (10) feet.

10) PONDS AND WATER FEATURES/SYSTEMS

A. Design of storm water and drainage systems, when required shall utilize “detention ponds” instead of “retention ponds” to mitigate risk associated with attracting wildlife which creates risk to airport operations.

B. Water features are permitted if:

- Design of such water features does not attract waterfowl.
- Wildlife management mitigation plan and procedures are developed, by the Owner who maintains the water feature, are approved by the Authority, and are proactively and effectively implemented by said Owner.
- Water storage is below the surface.

11) SITE LIGHTING

A. Excessive light from exterior lighting or any other lighting source shall be prohibited from projecting into the sky and/or falling onto adjacent properties and public roadways. Excessive lighting is defined as more than one half (0.5) foot-candles.

Parking lot and exterior lighting shall be “full cutoff” down lighting, unless otherwise approved by the Authority.

12) SIGNS

A. All signage shall be in compliance with applicable zoning regulations and in compliance with Section 5(A), above.

13) FUEL STORAGE

A. Fuel storage, liquid storage and "hazardous material" storage facilities all are to be constructed as per federal, state and local requirements.

14) REFUSE COLLECTION

A. Large trash receptacles (dumpsters) shall be located on concrete pads. Trash collection areas and receptacles shall be properly screened by landscaping materials, including fencing in accordance with applicable zoning ordinances. All trash and debris shall be contained such that it does not attract wildlife and such that it does not become airborne.

15) PARKING AND DRIVE AREAS

A. In parking areas, paving shall be of concrete or asphalt in thickness appropriate to their uses. Except during construction, stone or gravel shall not be a permitted as drive or parking area-paving material.

B. Parking spaces for persons with disabilities shall be located as close as possible to building entrances per Federal, State and local regulations.

C. Trees equal in number to the amount required by applicable zoning regulations.

16) NUISANCES

A. No portion of the Real Estate shall be used in any manner so as to create a nuisance as determined under Indiana law to adjacent landowners including but not limited to nuisances due to the emission of the following:

- Noise
- Smoke
- Odor
- Dust and/or Dirt
- Noxious gases and fumes
- Glare
- Heat
- Vibration
- Radiation
- Industrial wastes
- Fire and/or Health Hazards
- Attraction of wildlife

In determining a possible nuisance in accordance with this Section, the use shall be evaluated by whether the use would be a nuisance to like a similarly zoned property as the Real Estate and also to a public use airport.

17) PROHIBITED USES

A. No land, land improvement, building, or other structure shall be constructed, used or occupied which does not conform to the standards set forth herein.

B. In addition, the following uses are specifically prohibited:

- Residential construction
- Commercial incineration
- Junkyards
- Rubbish, garbage, trash dumps, recycling facility
- Outside storage unless in conformance with the appropriate section herein
- Rendering plant
- Special Uses identified by the Fort Wayne Zoning Ordinance without approval from the Fort Wayne Allen County Airport Authority

18) MISCELLANEOUS

A. FAA Form 7460 shall be completed and submitted to the FAA for review and approval for any activity or development that may have an adverse impact to airport operations (Section 5.C) prior to any construction activity.

B. Solar Collection devices are permitted, provided that they do not produce glare that interfere with the safe operation of aircraft at FWA.

C. All utility connections shall be underground.

D. Any outdoor storage is not permitted.

E. Fences are not permitted except for those as required for childcare, educational, or similar approved use and must be in compliance with applicable zoning regulations.

F. The covenants and restrictions herein contained shall run with the land and are permanent.

G. Any notice desired, or required by these restrictions, shall be in writing to the person or entity to be notified, by certified mail, return receipt requested, or by carrier such as UPS or Federal Express guaranteeing next day delivery, and shall be deemed to have been given on the date of mailing. The address for any person or entity to be notified shall be at the address where tax bills are to be sent according to Allen County records, or to the office of the registered agent for such entity according to the records maintained by the Indiana Secretary of State.

H. These restrictions shall be governed in all respects according to Indiana law. Proper venue for any litigation involving the enforcement of these restrictions shall be in a court of competent jurisdiction located in Allen County, Indiana.

I. Unless otherwise noted, all approvals required herein, to be provided by the Authority, shall not be unreasonably withheld.

IN WITNESS WHERE OF, Authority has caused this instrument to be executed this 2nd day of February, 2026.

Scott D. Hinderman A.A.E.
Scott D. Hinderman A.A.E.
Executive Director of Airports

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 2nd day of Feb. 2026, personally appeared Scott D. Hinderman A.A.E. Executive Director of Airports respectively, of Fort Wayne – Allen County Airport Authority, who acknowledged the execution of the foregoing instrument for and on behalf of the Authority and by authority of its board, and who, under the penalties of perjury, affirmed and stated that the facts and matters therein set forth are true and correct. Witness my hand and notarial seal.

My Commission Expires:

Aug. 24, 2031

Janice Lewis

Notary Public

Printed Janice Lewis

County of Residence Allen

This instrument prepared by: Michael T. Deam, Kreig DeVault LLP, P.O. Box 11647, Fort Wayne, Indiana 46859-1647.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Michael T. Deam



JANICE LEWIS, Notary Public
Allen County, State of Indiana
Commission Number HP0751125
My Commission Expires August 24, 2031

EXHIBIT "A"

The land referred to in this Commitment, situated in the County of Allen, State of Indiana, is described as follows:

PARCEL I:

A parcel of land located in the Fractional Northwest One-Quarter of Section 4, Township 29 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of Section 4, Township 29 North, Range 12 East, thence running South 11 chains and 31 links to the Southwest corner of the North Half Fractional of the Northwest Quarter of said Section; thence East one chain and 98 links to the West side of Fort Wayne and Indianapolis State Road; thence on a Northeastern course along the West side of said Road 12 chains and 94 links to the North line of said Section; thence West on the Section line 8 chains, 47 links to the place of beginning, said in previous deed to contain 5.90 acres, more or less.

EXCEPTING THEREFROM:

A parcel of land located in the Fractional Northwest One-Quarter of Section 4, Township 29 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of the Fractional Northwest One-Quarter of Section 4, Township 20 North, Range 12 East, Allen County, Indiana; thence North 89 degrees 32 minutes 45 seconds East (bearings for this description are based on an AIP Project Number 3-19-0022-02, Line "C", Sta. 135+34.74 to Sta. 148+54.34) along the North line of said Fractional Northwest One-Quarter a distance of 501.47 feet to a point on the West right of way line of Bear Road (U-Project Number 377(12)-1971); thence South 28 degrees 29 minutes 47 seconds West along said right of way line a distance of 23.15 feet; thence South 26 degrees 29 minutes 47 seconds West along said right of way line a distance of 23.15 feet; thence South 26 degrees 22 minutes 14 seconds East along said right of way line a distance of 44.18 feet; thence South 89 degrees 32 minutes 45 seconds West, parallel with the North line of said Fractional Northwest One-Quarter a distance of 509.78 feet to the West line of said Fractional Northwest One-Quarter; thence North 0 degrees 15 minutes 10 seconds West along the West line of said Fractional Northwest One-Quarter a distance of 60.0 feet to the point of beginning, said in previous deed to contain 0.69 gross acres of land (0.23 net acres), more or less.

ALSO EXCEPTING THEREFROM:

A part of the Northeast Quarter of Section 5, and part of the Northwest Quarter of Section 4, Township 29 North, Range 12 East, Allen County, Indiana, being a part of the 44.66 acre tract now or formerly owned by HBC Realty Corporation, as recorded in Document

Number 91-016614 in the Office of the Recorder of Allen County, Indiana, and being a part of tract now or formerly owned by HBC Realty Corporation, as recorded in Document Number 81-06506, and being a part of the 5.90-acre tract and part of the .47 acre tract, now or formerly owned by HBC Realty Corporation, as recorded in Document Number 91-016614 in the Office of the Recorder of Allen County, Indiana, more particularly described as follows:

Commencing at the Northwest Corner of the Northwest Quarter of Section 4, Township 29 North, Range 12 East, Allen County, Indiana; thence South 00 degrees 42 minutes 12 seconds East, a distance of 18.288 meters (60.00 feet), on and along the West line of said Northwest Quarter to the Southerly right-of-way line of Airport Expressway, which shall be the Point of Beginning; thence North 88 degrees 58 minutes 32 seconds East, a distance of 155.420 meters (509.91 feet) on and along said Southerly right-of-way line to the Northwesterly right-of-way line of Indianapolis Road; thence South 27 degrees 49 minutes 13 seconds East, a distance of 1.559 meters (5.11 feet) on and along said Northwesterly right-of-way line; thence South 27 degrees 32 minutes 59 seconds West, a distance of 8.827 meters (28.96 feet) on and along Northwesterly right of way line of said Indianapolis Road; thence South 88 degrees 58 minutes 32 seconds West, a distance of 129.772 meters (425.76 feet) parallel with the North line of said Northwest Quarter; thence South 28 degrees 49 minutes 41 seconds West, a distance of 9.851 meters (32.32 feet); thence South 03 degrees 40 minutes 30 seconds East, a distance of 188.702 meters (619.10 feet) to the Northwesterly right of way line of Indianapolis Road; thence South 32 degrees 30 minutes 03 seconds West, a distance of 49.445 meters (162.22 feet) on and along said Northwesterly right-of-way line to the West line of said Northwest Quarter; thence continuing South 32 degrees 30 minutes 03 seconds West, a distance of 38.122 meters (125.07 feet) on and along said Northwesterly right-of-way line; thence North 00 degrees 48 minutes 30 seconds West, a distance of 65.396 meters (214.55 feet) to the South line of said 44.66 acre tract; thence continuing North 00 degrees 48 minutes 30 seconds West, a distance of 64.474 meters (211.53 to an existing Southerly right-of-way line; thence North 89 degrees 03 minutes 32 seconds East, a distance of 17.462 meters (57.29 feet) on and along said Southerly right of way line to an existing Easterly right-of-way line; thence North 00 degrees 41 minutes 48 seconds West, a distance of 149.351 meters (490.00 feet) on and along said Easterly right-of-way line to the Southerly right-of-way line of said Airport Expressway; thence North 89 degrees 03 minutes 32 seconds East, a distance of 3.635 meters (11.93 feet) on and along said Southerly right-of-way line to the Point of Beginning, said in previous deed to contain 6319.687 square meters (68024.3 square feet) in Section 4 and containing 1950.256 square meters (20992.3 square feet), more or less, from the 44.66-acre tract in Section 5 and containing 1035.691 square meters (11148,0 square feet), more or less, from Document Number 81-06506 in Section 5.

ALSO:

The following former public right of way as vacated by General Ordinance No. G-34-19 as recorded December 27, 2019 as Instrument No. 2019066864 and re-recorded March 13, 2020 as Instrument No. 2020014343, more particularly described as follows:

Part of the Northwest Quarter of Section 4, Township 29 North, Range 12 East of the Second Principal Meridian, Pleasant Township in Allen County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter per Project STP-F024(5) being P.I. Station 1+000.000, Line "S-1-A", said point being reference by a Harrison marker found at the Northwest corner of said Northwest Quarter 0.6 feet South and 6.1 feet West; thence North 89 degrees 24 minutes 24 seconds East (GPS grid bearing and basis of bearings to follow), a distance of 501.46 feet (deed) along the North line of said Northwest Quarter and within the right of way of Airport Expressway (former Dalman Road) to the East line of an existing 0.69 acre tract described in Document Number 83-019788 in the Office of the Recorder of Allen County, Indiana; thence South 28 degrees 20 minutes 26 seconds West, a distance of 23.15 feet (deed) along said East line; thence south 26 degrees 30 minutes 03 seconds East, a distance of 44.18 feet (deed) along said East line to the Northeast corner of an existing 2.299 acre tract described in Document Number 204066515 in the Office of said Recorder; thence South 27 degrees 23 minutes 19 seconds East, a distance of 5.11 feet (deed) along the East line of said 2.299 acre tract; thence South 28 degrees 07 minutes 04 seconds West, a distance of 29.00 feet (28.96 feet deed) along said East line to the Northeast corner of an existing tract described in Document Number 2015016466 in the Office of the said Recorder, said point also being the point of beginning of the herein described tract; thence North 89 degrees 24 minutes 25 seconds East, a distance of 45.59 feet to a 5/8" steel rebar with a "Miller Firm #0095" identification cap set on the centerline of Indianapolis Road being Line "A" per Project No. 649-1939 and also Line "B" per Project No. U-377(12)-1971; thence Southwesterly along said centerline being a non-tangent curve, concave to the Northwest, having a radius of 19098.68 feet, a distance of 905.20 feet, having a central angle of 02 degrees 42 minutes 56 seconds, and a chord of 905.11 feet bearing South 29 degrees 23 minutes 46 seconds West, to a 5/8" steel rebar with a "Miller Firm #0095" identification cap set on the Southerly extension of the West line of said Document Number 2015016466; thence North 93 degrees 14 minutes 33 seconds West, a distance of 131.87 feet along said extension to a 5/8" steel rebar with "Anderson" identification cap found at the Southwest corner of said Document Number 2015016466, said point also being the point of curvature of a non-tangent curve concave to the Southeast having a radius of 12347.69 feet; thence Northeasterly along said curve and also being parallel with an d70 feet distant from the centerline of Baer Field Expressway being Line P.R. No.1"B" per Project Number U-377(12)-1971 a distance of 249.32 feet, having a central angle of 01 degree 09 minutes 25 seconds, and a chord of 249.32 feet bearing North 34 degrees 49 minutes 20 seconds East to a 5/8" steel rebar with an "Anderson" identification cap found at the point of curvature of a non-tangent curve concave to the Southeast having a radius of 1502.40 feet; thence Northeasterly along said curve also being parallel with and 70 feet distant from the centerline of said Baer Field Expressway a distance of 93.34 feet, having a central angle of 03 degrees 33 minutes 35 second, and a chord of 93.32 feet bearing North 37 degrees 20 minutes 51 seconds East to a 5/*" steel rebar with a "Anderson" identification cap found at the point of curvature of a non-tangent curve concave to the Northwest having a radius of 19058.68 feet; thence Northeasterly along said curve also being parallel with and 40 feet distant from the centerline of Indianapolis Road a distance of 430.69 feet, having a central angle of 01 degree 17 minutes 41 seconds, and a chord of 430.68 feet

bearing North 28 degrees 45 minutes 05 seconds East to the point of beginning. Said in previous deed to contain 0.962 acres, more or less.

PARCEL II:

A part of the Northwest Quarter of Section 4, Township 29 North, Range 12 East, described as follows:

Beginning at the intersection of the West right of way line of the Lake Erie and Wabash Railroad and the center line of the Harbor Ditch in the Southwest Quarter of Section 33, Township 30 North, Range 12 East; thence South along the aforesaid railroad right of way line 1751.5 feet to a point; thence Westerly at the interior angle of 90 degrees 10 minutes a distance of 2277.5 feet the center line of the Indianapolis Road for a point of beginning; thence Easterly along the last described line 350 feet to a point; thence Northwesterly, a distance of 377.6 feet to a point in the center line of the Indianapolis Road; thence Southwesterly along said center line, 402.29 feet to the place of beginning in Allen County, Indiana.

PARCEL III:

Part of the Northwest Quarter of Section 4, Township 29 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

COMMENCING at the intersection of the West right-of-way line of Airport Road and the South line of the Northwest Quarter of Section 4, Township 29 North, Range 12 East, Allen County, Indiana, said point being 80 feet West of the centerline of Airport Road; thence North along the West right-of-way line of Airport Road a distance of 1042.65 feet to a point on the North right-of-way line of Vanguard Drive; thence West with a deflection angle to the left of 89 degrees 55 minutes 20 seconds along said right-of-way line a distance of 601.7 feet to the Point of Beginning, said point being the Southwest corner of a tract of land conveyed to Aichele Real Estate in Document Number 940004300; thence North with a deflection angle to the right of 89 degrees 55 minutes 20 seconds along the West line of the Aichele tract a distance of 440.0 feet to the Northwest corner of the Aichele tract; thence East with a deflection angle to the right of 90 degrees 04 minutes 40 seconds along the North line of the Aichele tract a distance of 326.7 feet to the Northeast corner of the Aichele tract; thence North with a deflection angle to the left of 90 degrees 04 minutes 40 seconds a distance of 39.01 feet to a point on the South line of a tract of land conveyed to Gerson International Corporation in Document Number 80-9762; thence West with a deflection angle to the left of 89 degrees 57 minutes 43 seconds along the South line of the Gerson International Corporation tract, a distance of 45.04 feet to the Southwest corner of the Gerson International Corporation tract, said point being 380.0 feet West of the centerline of Airport Drive; thence North with a deflection angle to the right of 90 degrees 00 minutes along the West line of the Gerson International Corporation tract, a distance of 373.0 feet to the Northwest corner of the Gerson International Corporation tract, said point being on the South right-of-way line of the Baer Field Expressway; thence Southwesterly with a deflection angle to the left of 113 degrees 06 minutes 47 seconds along the South right of way line, said right-of-way being established by an existing fence line a distance of

123.27 feet to a non-tangent curve; thence Southwesterly along the South right-of-way line, as established by an existing fence line, having a radius of 1300.00 feet, an arc distance of 475.69 feet to the Northeast corner of a tract of land conveyed to Doug A, and Saydi C. Baldwin in Document Number 202049563; thence Southeasterly with a deflection angle to the left of 70 degrees 56 minutes 52 seconds from the chord of the aforesaid curve, along the Easterly line of the Baldwin tract a distance of 250.44 feet to the Southeast corner of the Baldwin tract, said point being on the North line of a tract on land conveyed to Absolute LLC in Document Number 20015766; thence East with a deflection angle to the left of 72 degrees 14 minutes 38 seconds along the North line of the Absolute LLC tract a distance of 79.7 feet to the Northeast corner of the Absolute LLC tract; thence South with a deflection angle to the right of 90 degrees 27 minutes 20 seconds along the East line of the Absolute LLC tract a distance of 279.56 feet to a point on the North right-of-way line of Vanguard Drive; thence East with a deflection angle to the left of 89 degrees 55 minutes 20 seconds along the North right-of-way line of Vanguard Drive a distance of 50.0 feet to the Point of Beginning, said in previous deed to contain 3.98 acres, more or less.

Together with:

The following former public right-of-way as vacated by General Ordinance No. G-02-05 as recorded March 15, 2005 as Document Number 205015492, more particularly described as follows:

Part of the Northwest Quarter of Section 4, Township 29 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

COMMENCING at the intersection of the West right of way line of Airport Road and the South line of the Northwest Quarter of Section 4, Township 29 North, Range 12 East, Allen County, Indiana, said point being 80 feet West of the centerline of Airport Road; thence North along the West right of way line of Airport Road, a distance of 1042.65 feet to a point on the North right of way line of Vanguard Drive; thence West with a deflection angle to the left of 89 degrees 55 minutes 20 seconds along said right of way line a distance of 601.7 feet, said point being the Southwest corner of a tract of land conveyed to Aichele Real Estate in Document Number 940004300; thence North with a deflection angle to the right of 89 degrees 55 minutes 20 seconds along the west line of the Aichele tract a distance of 440.0 feet to the Northwest corner of the Aichele tract; thence East with a deflection angle to the right of 90 degrees 04 minutes 40 seconds along the North line of the Aichele tract a distance of 326.7 feet to the Northeast corner of the Aichele tract; thence North with a deflection angle to the left of 90 degrees 04 minutes 40 seconds a distance of 39.01 feet to a point on the South line of a tract of land conveyed to Gerson International Corporation in Document 80-9762; thence West with a deflection angle to the left of 89 degrees 57 minutes 43 seconds along the South line of the Gerson International Corporation tract a distance of 45.04 feet to the Southwest corner of the Gerson International Corporation tract, said point being 380.0 feet West of the centerline of Airport Drive; thence North with a

deflection angle to the right of 90 degrees 00 minutes along the West line of the Gerson International Corporation tract a distance of 373.00 feet to the Northwest corner of the Gerson International Corporation tract, said point being on the South right-of-way line of the Baer Field Expressway as recorded in Deed Book 735, pages 443-446, said point being the point of beginning; thence Southwesterly with a deflection angle to the left of 113 degrees 06 minutes 47 seconds along the South right of way line, said right of way being established by an existing fence line, a distance of 123.27 feet to a nontangent curve; thence Southwesterly along the South right of way line as established by an existing fence line, having a radius of 1300.00 feet an arc distance of 475.69 feet to the Northeast corner of a tract of land conveyed to Doug A. and Saydi C. Baldwin in Document Number 202049563; thence Northwesterly with a deflection angle to the right of 109 degrees 03 minutes 08 seconds a distance of 22.76 feet to a point 30 feet South of the centerline of pavement; thence Northeasterly with a deflection angle to the right of 62 degrees 58 minutes 46 seconds parallel to the centerline of pavement a distance of 143.39 feet to a tangent curve; thence Northeasterly on a curve to the left parallel to the centerline of pavement, having a radius of 420.0 feet, a central angle of 43 degrees 04 minutes 32 seconds an arc distance of 315.76 feet; thence East with a deflection angle to the right from the chord of the preceding curve 21 degrees 51 minutes 47 seconds a distance of 35.35 feet; thence East with a deflection angle to the right of 45 degrees 00 minutes, a distance of 249.4 feet; thence South with a deflection angle to the right of 89 degrees 56 minutes 42 seconds a distance of 96.61 feet to the point of beginning, said in previous deed to contain 1.27 acres, more or less.

Together with:

The following former public right-of-way as vacated by General Ordinance No. G-34-19 as recorded December 27, 2019 as Document Number 2019066864 and re-recorded March 13, 2020 as Document Number 2020014343, more particularly described as follows:

Part of the Northwest Quarter of Section 4, Township 29 North, Range 12 East of the Second Principal Meridian, Pleasant Township in Allen County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter per Project STP-F024(5) being POI. Station 1+000.000, Line "S-I-A", said point being referenced by a Harrison marker found at the Northwest corner of said Northwest Quarter 0.6 feet South and 6.1 feet West; thence North 89 degrees 24 minutes 25 seconds East (GPS grid bearing and basis of bearings to follow), a distance of 501.47 feet (Deed) along the North line of said Northwest Quarter and within the right-of-way of Airport Expressway (Former Dalman Road) to the East line of an existing 0.69 acre tract described in Document Number 83019788 in the Office of the Recorder of Allen County, Indiana; thence South 28 degrees 20 minutes 26 seconds West, a distance of 23.15 feet (Deed) along said East line; thence South 26 degrees 30 minutes 03 seconds East, a distance of 44.18 feet (Deed) along said East line to the Northeast corner of an existing 2.299 acre tract described in Document Number 204066515 in the Office of said Recorder; thence South 27 degrees 23 minutes 19 seconds East, a

distance of 5.11 feet (Deed) along the East line of said 2.299 acre tract; thence South 28 degrees 07 minutes 04 seconds West, a distance of 29.00 feet (28.96 feet Deed) along said East line to the Northeast corner of an existing tract described in Document Number 2015016466 in the Office of the said Recorder; thence North 89 degrees 24 minutes 25 seconds East, a distance of 45.59 feet to a 5/8" steel rebar with a "Miller Firm #0095" identification cap set on the centerline of Indianapolis Road being Line "A" per Project No.649-1939 and also Line "B" per Project No.U-377(12)-1971, said point also being the POINT OF BEGINNING of the herein described tract; thence continuing North 89 degrees 24 minutes 25 seconds East, a distance of 114.95 feet to a 5/8" steel rebar with a "Miller Firm #0095" identification cap set on the Westerly line of an existing 1.27 acre tract described in Document Number 205038902 in the Office of said Recorder; thence South 44 degrees 07 minutes 53 seconds West, a distance of 17.41 feet along said Westerly line to a 5/8" steel rebar with a "Miller Firm #0095" identification cap set at the point of curvature of a non-tangent curve, concave to the Northwest, having a radius of 420.00 feet (deed), thence Southwesterly along said curve also being the Westerly line of said 1.27 acre tract a distance of 160.44 feet, having a central angle of 21 degrees 53 minutes 12 seconds, and a chord of 159.46 feet bearing South 11 degrees 40 minutes 26 seconds West to a 5/8" steel rebar with a "Miller Firm #0095" identification cap set on the centerline of Baer Field Expressway Per Project Number U-377(12)-1971; thence continuing along said curve, concave to the Northwest, having a radius of 420.00 feet (deed), thence Southwesterly a distance of 155.32 feet, having a central angle of 21 degrees 11 minutes 20 seconds, and a chord of 154.44 feet bearing South 33 degrees 12 minutes 42 seconds West to a 5/8" steel rebar with a "Miller Firm #0095" identification cap set; thence South 43 degrees 48 minutes 22 seconds West, a distance of 143.39 feet (deed) along the West line of said 1.27 acre tract to a 5/8" steel rebar with a "Miller Firm #0095" identification cap set on the Northeasterly line of an existing tract described in Document Number 2015013063 in the Office of the said Recorder; thence North 19 degrees 19 minutes 15 seconds West, a distance of 123.48 feet along said extension to a 5/8" steel rebar with a "Miller Firm #0095" identification cap set on the centerline of said Indianapolis Road; thence Northeasterly along said centerline being a non-tangent curve, concave to the Northwest, having a radius of 19098.68 feet, a distance of 322.82 feet, having a central angle of 00 degrees 58 minutes 06 seconds, and a chord of 322.81 feet bearing North 28 degrees 31 minutes 21 seconds East to the Point of Beginning. Said in previous deed to contain 1.165 Acres, more or less.

Parcels II and III above said in previous deed to contain 7.934 acres, more or less.

