AGENDA
September 14, 2026

Meetings of Standing Committees
Council Conference Room
5:45PM

Livestream
http://mishawaka.in.gov/council/livestream

REGULAR MEETING OF THE MISHAWAKA COMMON COUNCIL
COUNCIL CHAMBERS/CITY HALL
6:00PM

Microsoft Teams Number:1-213-493-9412
Meeting ID: 222 505 450 263 8
Meeting password: kr7Tr2SZ

Dial by phone: **+1 213-493-9412,,859829763#**

Livestream #1:
https://mishawaka.in.gov/government/elected-appointed-officials/common-council/

Livestream #2
https://www.facebook.com/cityofmishawaka/

Livestream #3:

www.youtube.com/@cityofmishawaka635

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Approval of the Minutes of the Regular Meeting of August 17, 2026

5. Petitions, Communications, Remonstrances, and Memorials

Appeal No. 2026-35	Use Variance to allow 7 Tenant & Development Variance to allow for Reduction in Required Number of Parking Spaces - 3909 N. Main St.
Petition No. 2026-16	Rezone from C-1 General Commercial to R-2 Two-Family Residential – 701, 707,& 709 N. Main St.
Petition No. 2026-17	Annex & Rezone R-1 Single Family Residential District – 15467 Douglas Rd.
Petition No. 2026-18	PUD Amendment to add Mixed Use Commercial with Outdoor Recreation Use – NW corner of E. Douglas Rd. & Veterans Pkwy

Mayor's Youth Council Swearing-In

6. Report of Special Committee

7. Ordinances on First Reading

P.O. No. 2026-28 Transfer of Funds:
CEDIT Fund

From: Other Services and Charges

2209-50-436-01 MVH Equipment Repair $20,000.00

To: Supplies

2209-50-423-03 MVH Parts and Supplies $20,000.00

8. Resolutions

R2026-30 Adding Property to City Acquisition List

9. Ordinances on Second Reading

10. Privilege of the Floor – Non-Agenda Items

11. Unfinished Business

12. New Business

13. Adjournment

This meeting will be aired via live stream:

An archived version of the livestream video can be viewed on the city of Mishawaka's Facebook and YouTube pages.
https://www.facebook.com/cityofmishawaka/ and
www.youtube.com/@cityofmishawaka635

If technology is needed to present, please advise the Clerk's Office by 4:00pm the Friday before the meeting by emailing: dblock@mishawaka.in.gov or calling 574-258-1616.

Download Packet:

https://mishawakain.portal.civicclerk.com/event/1038/files/agenda/3486

At this time, I know of no other business to come before the Council.

Deborah S. Block, IAMCA, CMO, MMC, City Clerk

The City of Mishawaka acknowledges its responsibility to comply with the Americans with Disabilities Act of 1990. In order to assist individuals with disabilities who require special services (i.e. sign interpretative services, alternative audio/visual devices, and amanuenses) for participation in or access to City-sponsored public programs, services and/or meetings, the City requests that individuals make requests for these services forty-eight (48) hours ahead of the scheduled program, service and/or meeting. To make arrangements, contact Susan Kile, ADA Coordinator, at (574) 258-1615.

Scan the QR Code to access all Common Council Meeting Agendas, Packets, and Meeting Minutes.

SCAN ME

REGULAR MEETING OF THE MISHAWAKA COMMON COUNCIL

August 17, 2026

Be it remembered that the Common Council of the City of Mishawaka, Indiana met in the Council Chambers of the New Mishawaka City Hall and via telephone on Monday August 17, 2026, at 6:00PM. The meeting was called to order by Council President Gregg Hixenbaugh. All were asked to stand for the Pledge of Allegiance.

Members attending virtually do so by Microsoft Teams. Public that attends can participate by WebEx or observe meetings by YouTube or Facebook live. The Council meetings are also streamed live on Michiana Access on Comcast/AT&T U-verse Channel 99.

City Clerk Debbie-Ladyga Block called roll.

Present: Mrs. Hazen (P), Mrs. Voelker (P), Mr. Carroll (P), Mr. Banicki (P), Mr. Emmons (P), Ms. Hahn (P), Mr. Mammolenti (P), Mr. Violi (P), Mr. Hixenbaugh (P)
P: Present E: Electronically Participating A: Absent

Minutes for the Regular Meeting on August 3, 2026, were approved as received from the Clerk's Office.

Clerk Block read the following resolution by title and opened the public hearing.

<u>RESOLUTION R2026-29</u>

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, INTRODUCING AN ORDINANCE FOR ANNEXATION, ADOPTING A WRITTEN FISCAL PLAN, AND A DEFINITE POLICY FOR ANNEXATION FOR THE PROPERTY LOCATED AT: 12340 LINCOLNWAY EAST, MISHAWAKA, IN 46544 SOUTH SIDE OF LINCOLNWAY EAST APPROXIMATELY 650'
Fiscal Plan for Annexation of 12340 Lincolnway East

Ken Prince, Director of Planning and Community Development for the City of Mishawaka, spoke in favor of **RESOLUTION R2026-29**. Mr. Prince stated the parcel before the Council was 3.7 acres and was roughly 50% contiguous to the city and as required by the law, it had to be 12.5% contiguous. Mr. Prince stated they referred to the parcel as an infill parcel, and they had really grown the area around it and then obviously it had the tracks located to the south of it. Mr. Prince stated by law they were required to do a fiscal plan associated with every annexation and to do that, they distributed the plan to all applicable city departments who reviewed it and all of the departments had identified that they could provide services to the parcel within their existing budgets. Mr. Prince stated he was happy to answer any questions that the Council had.

Question was called for at 6:03PM for **RESOLUTION R2026-29 Motion passed by unanimous roll call vote (summary: Yes = 9).**
Yes: Mrs. Hazen, Mrs. Voelker, Mr. Carroll, Mr. Banicki, Mr. Emmons, Ms. Hahn, Mr. Mammolenti, Mr. Violi, Mr. Hixenbaugh. The resolution passed 9-0.

Clerk Block read the following proposed ordinance by title and opened the floor for a vote.

PROPOSED ORDINANCE NO. 2026-25

AN ORDINANCE ANNEXING CONTIGUOUS TERRITORY TO THE CITY OF MISHAWAKA, INDIANA AND PROVIDING ZONING CLASSIFICATION THEREFORE AND AMENDING CHAPTER 137 OF THE MUNICIPAL CODE OF THE CITY OF MISHAWAKA, INDIANA, AS FROM TIME TO TIME AMENDED, COMMONLY KNOWN AS 'THE ZONING ORDINANCE OF 1966' OF THE CITY OF MISHAWAKA, INDIANA.
Annex & Rezone north 220' to C-1 General Commercial & south 310' to I-1 Light Industrial – southside of Lincolnway E. approximately 665' east of Bittersweet Rd. – 12340 Lincolnway E.
VOTE ONLY

Mr. Carroll reported the Land Use Planning Committee recommended that this proposed ordinance be adopted. Upon a second by Mr. Banicki, the motion carried. The committee report passed unanimously.

Question was called for at 6:05PM for **PROPOSED ORDINANCE NO. 2026-25 Motion passed by unanimous roll call vote (summary: Yes = 9).**
Yes: Mrs. Hazen, Mrs. Voelker, Mr. Carroll, Mr. Banicki, Mr. Emmons, Ms. Hahn, Mr. Mammolenti, Mr. Violi, Mr. Hixenbaugh. The proposed ordinance passed 9-0, thus it became **ORDINANCE NO. 5997**.

PRIVILEGE OF THE FLOOR

Malaika Tongue, 4302 Hickory Road, spoke under **PRIVILEGE OF THE FLOOR**. Ms. Tongue stated she wanted to know what was going on regarding the lack of sidewalks in the city and she wanted more sidewalks as she walked to work. Ms. Tongue stated she worked at Kohl's on Grape Road where there were no sidewalks and her shortcut was getting closed off, so she just wanted more sidewalks available.

Mr. Hixenbaugh stated that was very understandable and he suggested to her that she should talk to Mr. Ken Prince, their Director of Economic Development, Deputy Mayor, as well as a lot of other titles and he would be a good person to initiate the conversation with. Mr. Hixenbaugh stated not to ignore what she had to say, but starting a conversation with Mr. Prince would be a good first step and then he could direct her to perhaps the City Engineer's office or someone else within the city government. Mr. Hixenbaugh stated if Mr. Prince could not help her, he would find the right person to get the answer to her question and certainly if that did not work to please let the Council know and they would be happy to help her arrive at that answer as well. Ms. Tongue thanked Mr. Hixenbaugh.

NEW BUSINESS

Mr. Emmons made an announcement that the month meeting of the 1st District West End neighborhood meeting would be at St. Bavo's on Thursday August 20th at 7PM with Pete DeKever, President and Curator of the Mishawaka Historical Museum as well as the Historian Laureate for the City of Mishawaka, as the guest speaker that evening and he would be presenting different interesting facts about the City of Mishawaka, especially regarding the West End. Mr. Emmons stated he was an interesting person, and they had him as a guest speaker once before and there were a number of people asking for him to come back and continue to talk to them about the Mishawaka area and in the 1st District. Mr. Emmons stated they would have donuts from the West End Bakery provided and he looked forward to seeing everyone.

ADJOURNMENT 6:09PM

Deborah S. Block /s/	Gregg A. Hixenbaugh /s/
Deborah S. Block, IAMC, MMC, City Clerk	Gregg A. Hixenbaugh, President

These minutes are a summary of actions taken at the Mishawaka Common Council meeting. The full video archive of the meeting is available for viewing at www.youtube.com/@cityofmishawaka635 for as long as this media is supported.

AP 26-35

Received

AUG 12 2026

Planning and
Community Development

DATE:

TO: Board of Zoning Appeals
City of Mishawaka, Indiana

The undersigned appellant respectfully shows the Board:

1. I **2701 Properties LLC**, am the owner of the following described real estate located within the City of Mishawaka, **CLAY** Township, St. Joseph County, State of Indiana, to-wit:

See Exhibit A

3909 N Main Street, Mishawaka, IN 46545

2. The above-described real estate presently has a zoning classification of **C-1** District under the Zoning Ordinance of the City of Mishawaka.

3. Appellant presently occupies *(or proposes to occupy)* the above-described property in the following manner:

The property located at 3909 N Main Street, Mishawaka, Indiana is currently vacant and has remained unused for an extended period. The building previously operated as a roller skating rink, a long-standing recreational facility that served the Mishawaka community for several decades. The rink officially closed its doors in 2016, and since that time the structure has not been occupied or utilized for any commercial activity.

Following its closure, the building has sat idle, with no active tenants, business operations, or public use. The site retains the physical characteristics of its former use—large open interior floor space, high ceilings, and substantial parking capacity—but it no longer functions in any operational capacity. Its prolonged vacancy makes it a prime candidate for redevelopment, repurposing, or full renovation, depending on the intended future use.

The surrounding corridor along North Main Street has continued to evolve, increasing the strategic value of the parcel. With nearly 2.8 acres of land and a 23,000+ sq ft structure, the property offers significant flexibility for commercial, mixed-use, or community-oriented redevelopment. The extended vacancy period also means that any new project would begin with a clean operational slate, free from existing tenant obligations or active business constraints.

4. Appellant desires to *(Explain what is proposed that violates the Ordinance.)*

The appellant is proposing to redevelop the existing building at 3909 N Main Street by subdividing the interior space into seven distinct units. Six of these units are intended to function as individual commercial suites, which will be leased to future tenants for a variety of permitted commercial uses. The seventh unit will be retained by the property owner for private storage purposes associated with ongoing property management operations.

This proposed interior subdivision and multi tenant configuration differs from the building's original design and historic use as a single tenant recreational facility. Because the current zoning ordinance does not explicitly permit the creation of multiple commercial units within this structure or requires additional approvals for multi suite commercial occupancy the proposed layout does not conform to the existing ordinance requirements.

As a result, a variance is necessary to allow the building to be reconfigured into multiple leasable commercial units and one owner-occupied storage unit.

In addition to the interior use variance, the appellant is also requesting approval of a parking variance. Under the City of Mishawaka's current parking requirements, the site is expected to provide 134 parking spaces. However, due to the physical constraints of the existing building footprint, lot configuration, and required circulation lanes, the project's architect has determined that the maximum feasible number of parking spaces is 112. This layout represents the most efficient and safe parking design achievable on the property while maintaining proper traffic flow, ADA compliance, and emergency-access standards.

Operationally, the proposed tenant mix further supports the request for a reduced parking requirement. Several of the anticipated businesses such as the dessert café, barbershop, and insurance agency operate on different schedules and peak hour patterns, resulting in staggered customer demand throughout the day. This natural distribution of activity significantly reduces simultaneous parking pressure and ensures that the available 112 spaces will be more than sufficient to accommodate customers, employees, and visitors without creating congestion or overflow conditions.

The intent of this redevelopment is to bring a long vacant building back into productive use, support small businesses, and enhance the commercial corridor along North Main Street. Approval of both the interior use variance and the parking variance will enable the property to transition from a single, obsolete use to a modern multi tenant commercial center that aligns with current market demand and contributes positively to the surrounding area.

5. The Zoning Ordinance of the City of Mishawaka requires *(Explain ordinance requirements and note Section Number of the Ordinance.)*

Our proposal seeks approval to exceed this limit by creating a multi-tenant commercial building consisting of six (6) leasable commercial units, along with a seventh (7th) unit reserved exclusively for the property owner's storage and operational needs. Because the ordinance permits only two commercial units by right, the creation of six tenant suites plus an additional owner-occupied storage unit does not conform to the current zoning requirements for the C-1 district.

6. Explain why strict adherence to the Ordinance requirements would create an unusual hardship.

Strict adherence to the current C-1 zoning ordinance, which limits the building to a maximum of two commercial units, creates a significant and unusual hardship for this property. The existing structure at 3909 N Main Street is approximately 24,000 square feet, originally designed as a single large recreational facility. Under the ordinance, dividing the building into only two units would result in extremely large commercial spaces of roughly 12,000 square feet each.

Commercial spaces of this size are not viable in today's leasing market, particularly within the North Main Street corridor. Demand for 10,000–12,000 sq ft neighborhood commercial units is extremely limited, and such large footprints are typically suited only for specialized users big box retail, indoor recreation, or large institutional tenants none of which are currently seeking space in this area. As a result, the property would remain functionally obsolete and difficult to lease, perpetuating its long-standing vacancy since 2016.

This hardship is directly tied to the unique physical characteristics of the building. Its size, layout, and structural configuration make it impractical to operate as only two large suites. Without the ability to create smaller, market-appropriate units, the building cannot be reasonably adapted for modern commercial use. The ordinance's two-unit limit effectively prevents the property from achieving productive occupancy, generating revenue, or contributing to the economic vitality of the corridor.

Additionally, strict adherence to the ordinance would create operational hardships related to tenant diversity and business functionality. The proposed multi tenant layout is intentionally designed to accommodate businesses with different operating hours, peak time patterns, and customer volumes. For example, service based tenants such as a barbershop or insurance office experience daytime peaks, while a dessert café or boutique retailer may see higher evening traffic. This staggered activity is a key component of making the site function efficiently particularly with respect to parking demand and customer flow.

If the building were forced into only two oversized suites, this natural distribution of business activity would be lost. Larger tenants typically generate high, simultaneous peak hour traffic, creating greater strain on parking and circulation. In contrast, a multi tenant configuration allows the property to operate smoothly with balanced, non overlapping customer demand, which is essential for a site of this size and layout.

Allowing the creation of six leasable commercial units plus a seventh unit reserved for owner storage provides a practical and economically feasible path to reuse the building. Denying this flexibility would impose an unnecessary hardship by forcing the property to remain underutilized, unmarketable, and inconsistent with current commercial leasing patterns and would eliminate the operational advantages created by staggered business hours.

7. Answer the following necessary questions for a **USE VARIANCE**:

   (1) Will approval be injurious to the public health, safety, morals or general welfare of the community? *YES OR NO and explain your reason why.*

NO.

Approval of this variance will not be injurious to the public health, safety, morals, or general welfare of the community. The proposed interior subdivision of the building into six commercial tenant units and one owner-occupied storage unit does not introduce any activities or uses that would negatively affect the surrounding area. All proposed uses remain fully consistent with the intent of the C-1 Neighborhood Commercial District, which is designed to support small-scale commercial activity that serves the local community.

The building has been vacant since 2016, and its prolonged inactivity has contributed to underutilization of a key commercial corridor. Allowing multiple smaller commercial units will increase the likelihood of attracting stable, responsible tenants, improving the property's condition, and enhancing overall safety through regular occupancy, maintenance, and activity. Multi-tenant commercial use typically results in better lighting, improved upkeep, increased foot traffic, and stronger natural surveillance, all of which support public safety and general welfare.

Furthermore, the proposal does not alter the building's exterior footprint, does not intensify traffic beyond what is typical for neighborhood commercial uses, and does not introduce any hazardous, high-impact, or incompatible operations. The redevelopment aligns with modern market needs and encourages economic revitalization without creating adverse effects on nearby properties or residents.

For these reasons, approval of the variance will not be injurious to public health, safety, morals, or general welfare. Instead, it will help return a long-vacant structure to productive use and contribute positively to the community.

(2) Will the use and value of the area adjacent to the property included in the variance be affected in a substantially adverse manner? *YES OR NO and explain your reason why.*

NO.

The proposed variance will not negatively affect the use or value of adjacent properties. Converting the long-vacant 24,000 sq ft building into six small commercial units and one owner-occupied storage unit is fully compatible with the surrounding commercial corridor along North Main Street. Smaller commercial suites are more consistent with current market demand and are likely to attract stable, neighborhood-serving tenants such as professional services, retail, or small businesses uses that align with the intent of the C-1 zoning district.

Bringing the building back into active use after being vacant since 2016 will increase property maintenance, improve site conditions, enhance lighting and security, and generate regular activity, all of which contribute positively to the surrounding area. Occupied and well-maintained buildings typically strengthen nearby property values rather than diminish them.

Additionally, the proposal does not alter the building's exterior footprint, does not introduce high-impact or incompatible uses, and does not create adverse traffic or noise conditions beyond what is typical for neighborhood commercial activity. Adjacent properties will continue to function as they do today, with no substantial adverse effect on their use or value.

For these reasons, approval of the variance will not harm nearby properties and is expected to support continued commercial vitality in the corridor.

(3) Does the need for the variance arise from some condition peculiar to the property involved? *YES OR NO and explain your reason why.*

YES.

The need for the variance arises directly from conditions that are unique and peculiar to this property. The building at 3909 N Main Street is an unusually large 24,000 sq ft structure originally designed and constructed as a single-purpose recreational facility (roller rink). Its size, interior layout, and structural configuration are not typical of other buildings within the C-1 Neighborhood Commercial District.

Because of its former use, the building consists of a massive open floor plan, high ceilings, and a footprint far larger than what is normally found in neighborhood-scale commercial zoning. Under the current ordinance, the property is limited to only two commercial units, which would result in extremely large suites of approximately 12,000 sq ft each. This is not

a standard or marketable commercial unit size in this corridor, and it is not compatible with the types of tenants that typically operate within C-1 districts.

These physical characteristics its size, layout, and single-purpose design create a peculiar condition that prevents the building from being reasonably used or adapted under the strict application of the ordinance. Without the ability to divide the structure into multiple smaller, leasable units, the property cannot be brought back into productive use, and its long-standing vacancy would continue.

Therefore, the need for the variance is not due to general market conditions or owner preference, but rather due to the unique physical and historical characteristics of the building itself, which make compliance with the two-unit limit impractical and economically unfeasible.

(4) Does strict application of the terms of this chapter constitute an unnecessary hardship if applied to the property for which the variance is sought? *YES OR NO and explain your reason why.*

YES.

Strict application of the ordinance would create an unnecessary hardship **for this property due to its unique size, layout, and former use. The building at 3909 N Main Street** is an **unusually large 24,000 sq ft structure originally designed as a single-purpose roller rink. Under the current C-1 zoning regulations, the building is limited to only two commercial units, which would result in extremely large suites of approximately 12,000 sq ft each.**

Commercial spaces of this size are not practical, marketable, or financially feasible **in this corridor. The local commercial market does not support tenants seeking 12,000 sq ft neighborhood-scale units, and such large footprints are typically occupied only by specialized users who are not present in this area. As a result, strict enforcement of the two-unit limit would make the building functionally unusable, leaving it vacant and economically stagnant.**

This hardship is not self-created; it arises from the physical characteristics and historical design of the building. Without the ability to divide the structure into multiple smaller, leasable units, the property cannot be reasonably adapted for modern commercial use. The ordinance, as written, prevents the building from achieving productive occupancy, generating revenue, or contributing to the commercial vitality of North Main Street.

Therefore, strict application of the zoning requirements would impose an unnecessary hardship by forcing the property into an impractical configuration that does not align with market realities or the building's physical limitations. Granting the variance is essential to allow a reasonable, economically viable, and community beneficial use of the property.

(5) Will approval interfere substantially with the Mishawaka 2000 Comprehensive Plan? *YES OR NO and explain your reason why.*

NO.

Approval of this variance will not interfere with the Mishawaka 2000 Comprehensive Plan. In fact, the proposed redevelopment of the property at 3909 N Main Street is fully consistent with the plan's long-term goals of strengthening commercial corridors,

encouraging reinvestment in underutilized properties, and supporting neighborhood-scale business activity.

The Comprehensive Plan emphasizes the importance of:

- **Revitalizing aging or vacant commercial structures**
- **Encouraging adaptive reuse of existing buildings**
- **Promoting small business opportunities**
- **Enhancing the appearance and functionality of key corridors**
- **Supporting development that contributes positively to the community's economic base**

Transforming a long-vacant 24,000 sq ft building into six small commercial units and one owner-occupied storage unit directly supports these objectives. The multi-tenant configuration increases the likelihood of attracting diverse, neighborhood-serving businesses, improves site activity and maintenance, and brings new economic life to a property that has been unused since 2016.

The proposal does not alter the building's footprint, does not introduce incompatible uses, and does not create adverse impacts on traffic, safety, or surrounding properties. Instead, it aligns with the Comprehensive Plan's vision for productive, flexible, and community-oriented commercial development along established corridors.

For these reasons, approval of the variance is fully compatible with the Mishawaka 2000 Comprehensive Plan and supports the city's long-term planning goals.

WHEREFORE, Appellant prays and respectfully requests a hearing on this appeal and that after such hearing, the Board grant the requested variance.

Signature of Property Owner/Title Holder
Print Name Here

Second Property Owner/Title Holder
Print Name Here

CONTACT PERSON:
Name: David Farhan
Address: PO BOX 11664 South Bend IN 46634
Day Phone Number: 574-217-2182
Fax Number:
Email: fargo.llc@yahoo.com

EXHIBIT A

Legal Description

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 3 EAST, CLAY TOWNSHIP, ST. JOSEPH COUNTY, INDIANA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER 996.00 FEET; THENCE SOUTHERLY AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER 519.41 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTHERLY ON A LINE PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER, 397.97 FEET TO A POINT ON THE CENTERLINE OF AN INDIANA AND MICHIGAN ELECTRIC COMPANY EASEMENT; THENCE EASTERLY ALONG SAID EASEMENT CENTERLINE 328.97 FEET; THENCE NORTHERLY AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER, 124.65 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET; THENCE ON AN 858.51 FOOT RADIUS CURVE TO THE RIGHT 263.13 FEET NORTHERLY ALONG SAID RIGHT-OF-WAY LINE; THENCE NORTHERLY AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER ON SAID MAIN STREET RIGHT-OF-WAY LINE 13.18 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, 290.00 FEET TO THE POINT OF BEGINNING. SAID IN PREVIOUS DEED TO CONTAIN 2.83 ACRES, MORE OR LESS.

Received
AUG 13 2026
Planning and
Community Development

DESIGNED BY
KASSIR
ARCHITECTURE
(313)445-4468
NKASSIR@LTU.EDU

PROJECT
PRINCESS CITY GALLERIA

OWNER'S NAME
3909 N MAIN ST

ADDRESS
3909 N Main St, Mishawaka, IN 46545

DRAWN BY:

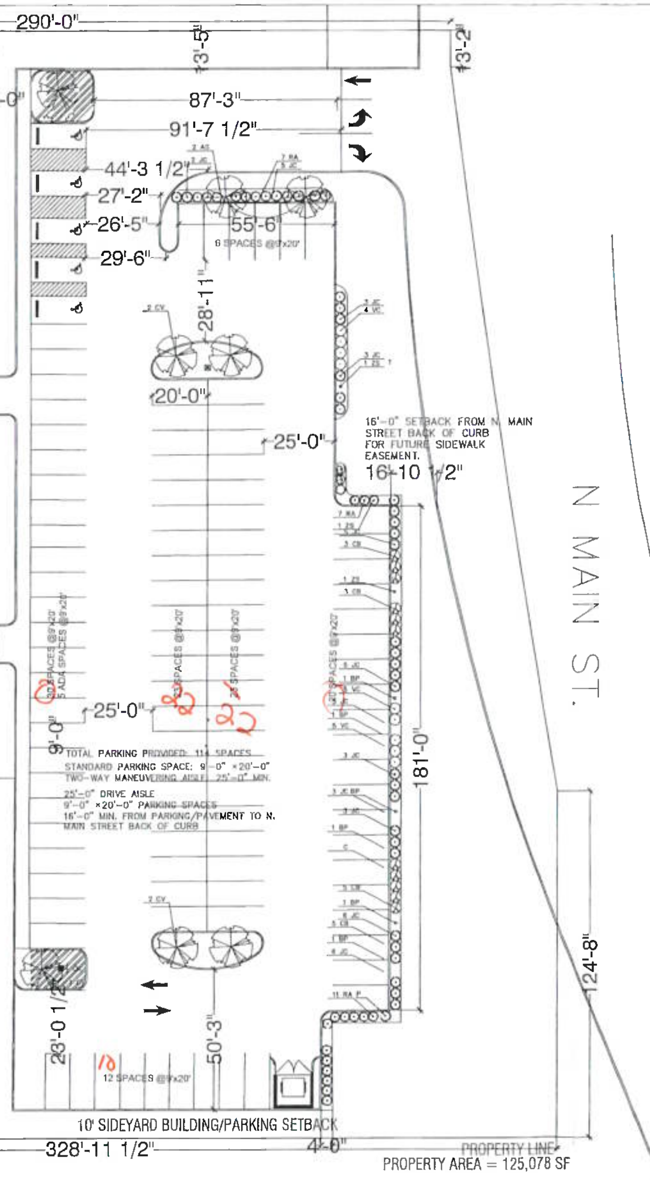
DATE : 8/10/2026

SCALE
3/32" = 1'-0"

SHEET TITLE
FRONT ELEVATION

A-4

SEAL



397'-11 1/2"

244'-4"

EXISTING BUILDING
24,304 SQ FT

EXISTING BUILDING AREA: 24,304 SQ. FT.
NO BUILDING ADDITION OR INCREASE IN BUILDING FOOTPRINT IS PROPOSED.
PROPOSED WORK IS LIMITED TO INTERIOR RENOVATION,
CHANGE OF USE AND ASSOCIATED SITE/PARKING IMPROVEMENTS.

PARKING SUMMARY

24,304 SQ. FT. × 5.5 SPACES / 1,000 SQ. FT. = 133.67 = 134 SPACES REQUIRED

PREVIOUSLY PROPOSED: 101 SPACES
ADDITIONAL PARKING MODULES: 13 SPACES
DUMPSTER ENCLOSURE AREA: 2 SPACES
NET ADDITIONAL PARKING: 11 SPACES

TOTAL USABLE PARKING PROVIDED: 112 SPACES
PARKING DEFICIENCY: 22 SPACES
22-SPACE PARKING REDUCTION REQUESTED

EXISTING RETENTION POND SHALL REMAIN.
NO WORK, FILL OR PARKING IS PROPOSED WITHIN THE RETENTION POND AREA.

SCOPE OF WORK

RENOVATE THE EXISTING 24,304-SQUARE-FOOT COMMERCIAL BUILDING AND DIVIDE IT INTO SEVEN TENANT SPACES:

1. COMBINED CAFÉ AND ICE CREAM SHOP —APPROX. 6,000 SQ. FT.
2. BARBER SHOP —APPROX. 3,000 SQ. FT.
3. INSURANCE AGENCY —APPROX. 3,000 SQ. FT.
4. PIZZA SHOP —APPROX. 3,000 SQ. FT.
5. BANQUET/EVENT SPACE —APPROX. 3,000 SQ. FT.
6. NAIL SALON —APPROX. 3,000 SQ. FT.
7. OWNER'S STORAGE SPACE —APPROX. 3,000 SQ. FT.

INTERIOR WORK INCLUDES NEW TENANT-SEPARATION WALLS, DOORS, FINISHES, ACCESSIBLE ENTRANCES AND RESTROOMS, LIFE SAFETY IMPROVEMENTS, AND ASSOCIATED PLUMBING, MECHANICAL, ELECTRICAL AND FIRE-PROTECTION MODIFICATIONS AS REQUIRED FOR EACH TENANT USE.

SITE WORK INCLUDES REPAIR AND RESURFACING OF THE EXISTING ASPHALT PARKING LOT, COMPLETE RESTRIPING, ACCESSIBLE PARKING IMPROVEMENTS, RECONFIGURATION OF LANDSCAPE ISLANDS, AND INSTALLATION OF A NEW SCREENED DUMPSTER ENCLOSURE.

A TOTAL OF 114 PARKING-SPACE MODULES ARE SHOWN. TWO MODULES SHALL BE USED FOR THE PROPOSED DUMPSTER ENCLOSURE, PROVIDING 112 USABLE PARKING SPACES.

PROVIDE 25'-0" MINIMUM TWO-WAY MANEUVERING AISLES. MAINTAIN CLEAR VEHICLE, EMERGENCY AND REFUSE-TRUCK ACCESS THROUGHOUT THE SITE.

THE EXISTING BUILDING FOOTPRINT, RETENTION POND AND N. MAIN STREET ACCESS DRIVE SHALL REMAIN. NO BUILDING ADDITION OR INCREASE IN BUILDING FOOTPRINT IS PROPOSED.

retention pond

PROPOSED SITE PLAN

N

SCALE 1" = 20'-0"

REFUSE TRUCK CIRCULATION OPTIONS

TWO ALTERNATIVE REFUSE-TRUCK CIRCULATION ROUTES ARE PROVIDED. BOTH OPTIONS SHALL USE THE EXISTING N. MAIN STREET DRIVEWAY FOR SITE ENTRY AND EXIT.

OPTION 1 SHALL USE THE SAME 25'-0" MINIMUM INTERNAL DRIVE AISLE FOR DUMPSTER APPROACH AND DEPARTURE.

OPTION 2 (PREFERRED) SHALL PROVIDE A ONE-WAY LOOP, ENTERING THROUGH THE WEST 25'-0" INTERNAL DRIVE AISLE AND EXITING THROUGH THE EAST 25'-0" INTERNAL DRIVE AISLE.

BOTH OPTIONS SHALL USE THE 50'-3" SOUTH MANEUVERING AREA FOR DUMPSTER SERVICE, TURNING AND LIMITED BACKING.

DUMPSTER ENCLOSURE GATES SHALL FACE THE INTERNAL MANEUVERING AREA.

REFUSE COLLECTION SHALL OCCUR DURING OFF-PEAK HOURS. NO VEHICLES SHALL PARK WITHIN THE DESIGNATED DUMPSTER SERVICE OR MANEUVERING AREA DURING COLLECTION.

REFUSE TRUCKS SHALL NOT BACK INTO OR FROM N. MAIN STREET.

FINAL CIRCULATION OPTION, TRUCK TURNING TEMPLATE AND DUMPSTER SERVICE REQUIREMENTS SHALL BE VERIFIED WITH THE WASTE-HAULING COMPANY AND APPROVED BY THE CITY BEFORE CONSTRUCTION.

Received
AUG 13 2026
Planning and Community Development

PARKING LOT IMPROVEMENT SCOPE

EXISTING ASPHALT PARKING LOT SHALL BE REHABILITATED. WORK SHALL INCLUDE CRACK REPAIR, REMOVAL AND FULL-DEPTH REPLACEMENT OF FAILED PAVEMENT AREAS, MILLING AND ASPHALT RESURFACING, CURB REPAIR, WHEEL STOPS, ACCESSIBLE PARKING IMPROVEMENTS AND COMPLETE RESTRIPING AS SHOWN.

CONTRACTOR SHALL FIELD VERIFY EXISTING PAVEMENT AND BASE CONDITIONS BEFORE CONSTRUCTION. SEVERELY DETERIORATED AREAS SHALL BE REMOVED AND REPLACED TO SOUND MATERIAL.

MAINTAIN EXISTING DRAINAGE PATTERNS AND POSITIVE DRAINAGE TOWARD THE EXISTING RETENTION POND. DO NOT ALTER EXISTING GRADES OR REDUCE THE RETENTION POND CAPACITY.

GENERAL LANDSCAPE NOTES

1. CONTRACTOR SHALL VERIFY ALL PROPERTY LINES, RIGHTS-OF-WAY, EASEMENTS AND UNDERGROUND UTILITIES BEFORE BEGINNING WORK.
2. ALL LANDSCAPING SHALL CONFORM TO THE CITY OF MISHAWAKA ZONING ORDINANCE AND APPROVED SITE PLAN.
3. EXISTING HEALTHY TREES AND LANDSCAPING DESIGNATED TO REMAIN SHALL BE PROTECTED DURING CONSTRUCTION.
4. ALL DISTURBED LAWN AND LANDSCAPE AREAS SHALL BE RESTORED WITH TOPSOIL, SEED OR SOD, AND MULCH AS INDICATED.
5. ALL REQUIRED FRONT, SIDE AND REAR YARDS SHALL BE LANDSCAPED WITH LIVING VEGETATION, GRASS OR APPROVED GROUND COVER.
6. PROVIDE A 30-INCH-MINIMUM-HIGH LANDSCAPE SCREEN ALONG AT LEAST 75 PERCENT OF THE PARKING AREA FACING N. MAIN STREET, EXCLUDING DRIVEWAY OPENINGS.
7. LANDSCAPE SCREENING MAY CONSIST OF DENSE SHRUBS, AN ORNAMENTAL FENCE, AN EARTHEN BERM, OR AN APPROVED COMBINATION THEREOF.
8. PROVIDE SHADE TREES AT A MAXIMUM SPACING OF 40 FEET O.C. OR ORNAMENTAL TREES AT A MAXIMUM SPACING OF 25 FEET O.C. ALONG THE N. MAIN STREET FRONTAGE.
9. A MINIMUM OF ONE HALF OF THE REQUIRED FRONT-YARD TREES SHALL BE LOCATED BETWEEN THE PROPERTY LINE AND THE REQUIRED PARKING SCREEN.
10. LANDSCAPING SHALL NOT OBSTRUCT REQUIRED DRIVER SIGHT DISTANCES, FIRE ACCESS, SIGNS, UTILITIES OR DRAINAGE.
11. SHRUBS WITHIN REQUIRED SIGHT TRIANGLES SHALL BE MAINTAINED AT A MAXIMUM HEIGHT OF 30 INCHES.
12. ALL PLANT MATERIAL SHALL BE NURSERY-GROWN, HEALTHY AND FREE FROM DISEASE, INSECTS AND STRUCTURAL DEFECTS.
13. TREES SHALL BE MINIMUM 2 1/2 INCH CALIPER AT INSTALLATION, UNLESS OTHERWISE APPROVED BY THE CITY.
14. SHRUBS SHALL BE INSTALLED AT THE SIZE AND SPACING SHOWN ON THE APPROVED LANDSCAPE PLAN.
15. PROVIDE 3 INCHES OF SHREDDED HARDWOOD MULCH IN ALL PLANTING BEDS. KEEP MULCH AWAY FROM TREE TRUNKS.
16. LANDSCAPE AREAS SHALL BE PROVIDED WITH AN APPROVED IRRIGATION OR WATERING SYSTEM AND MAINTAINED IN A HEALTHY CONDITION.
17. DEAD, DAMAGED OR DISEASED PLANT MATERIAL SHALL BE REPLACED DURING THE NEXT APPROPRIATE PLANTING SEASON.
18. EXISTING RETENTION POND AND ASSOCIATED DRAINAGE AREA SHALL REMAIN. DO NOT PLACE PARKING, FILL OR PLANT MATERIAL THAT INTERFERES WITH THE OPERATION OF THE RETENTION POND.
19. FINAL PLANT LOCATIONS SHALL BE ADJUSTED AS NECESSARY TO AVOID UTILITIES WHILE MAINTAINING THE REQUIRED QUANTITIES AND SPACING.
20. CONTRACTOR SHALL MAINTAIN ALL LANDSCAPING UNTIL FINAL INSPECTION AND ACCEPTANCE BY THE OWNER.

LEGAL DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 3 EAST, CLAY TOWNSHIP, ST. JOSEPH COUNTY, INDIANA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER 898.00 FEET; THENCE SOUTHERLY AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER 519.41 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ON A LINE PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER, 397.97 FEET TO A POINT ON THE CENTERLINE OF AN INDIANA AND MICHIGAN ELECTRIC COMPANY EASEMENT; THENCE EASTERLY ALONG SAID EASEMENT CENTERLINE 328.97 FEET; THENCE NORTHERLY AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER, 124.85 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET; THENCE ON AN 858.51 FOOT RADIUS CURVE TO THE RIGHT 293.13 FEET NORTHERLY ALONG SAID RIGHT-OF-WAY LINE; THENCE NORTHERLY AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER ON SAID MAIN STREET RIGHT-OF-WAY LINE 13.18 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, 290.00 FEET TO THE POINT OF BEGINNING. SAID IN PREVIOUS DEED TO CONTAIN 2.83 ACRES, MORE OR LESS.

ZONING & SETBACKS

EXISTING ZONING: C-1

BUILDING SETBACKS
FRONT YARD: 25'-0"
SIDE YARD: 5'-0"
REAR YARD (PRE-ORDINANCE): 30'-0"
REAR YARD (WITH VARIANCE): 27'-0"

PARKING & DRIVE SETBACKS
FRONT YARD: 10'-0"
SIDE YARD: 5'-0"
REAR YARD: 5'-0"

SITE DETAILS LEGEND

[illegible]

PAVEMENT MARKINGS LEGEND

1. STANDARD PARKING LINE. 4" WIDE SOLID WHITE TRAFFIC PAINT.
2. ACCESSIBLE PARKING LINE. 4" WIDE SOLID BLUE TRAFFIC PAINT.
3. ACCESSIBLE ACCESS AISLE. 4" WIDE SOLID BLUE CROSSHATCH LINES.
4. ACCESSIBLE PARKING SYMBOL. BLUE BACKGROUND WITH WHITE ACCESSIBILITY SYMBOL.
5. DIRECTIONAL ARROW. WHITE TRAFFIC PAINT.
6. STOP LINE. 24" WIDE SOLID WHITE TRAFFIC PAINT.
7. ALL EXISTING FADED PAVEMENT MARKINGS SHALL BE REMOVED OR COVERED BEFORE APPLYING THE NEW PARKING LAYOUT.

TABULATED SITE DATA

1. SITE AREA: 115,083 SQ. FT. (2.64 AC.) *VERIFY FINAL AREA WITH CURRENT BOUNDARY SURVEY.
2. EXISTING ZONING: C-1
3. PROPOSED LAND USE: FAMILY ENTERTAINMENT CENTER INCLUDING FOOD COURT, ROLLER SKATING AREA, PARTY ROOMS AND CHILDREN'S PLAY AREA.
4. EXISTING BUILDING: 24,304 SQ. FT.
5. PARKING CALCULATION:
   A. REQUIRED PARKING RATIO: 5.5 SPACES PER 1,000 SQ. FT.
   B. 24,304 ÷ 1,000 × 5.5 = 133.67
   C. TOTAL PARKING REQUIRED: 134 SPACES
   D. TOTAL PARKING PROVIDED: 101 SPACES
   E. PARKING REDUCTION REQUESTED: 33 SPACES
   F. ACCESSIBLE SPACES REQUIRED: 5 SPACES
   G. ACCESSIBLE SPACES PROVIDED: 5 SPACES
   H. VAN-ACCESSIBLE SPACES PROVIDED: 1 MINIMUM
6. BUILDING COVERAGE: BUILDING AREA 24,304 SQ. FT. SITE AREA 115,083 SQ. FT. BUILDING COVERAGE 21.12%
7. EXISTING RETENTION POND SHALL REMAIN. NO PARKING, FILL OR CONSTRUCTION IS PROPOSED WITHIN THE RETENTION POND AREA.
8. SURFACE RUNOFF AND DRAINAGE SHALL CONTINUE TO BE COLLECTED ON-SITE AND DIRECTED TO THE EXISTING RETENTION POND.
9. EXISTING BUILDING SHALL REMAIN. PROPOSED WORK IS PRIMARILY AN INTERIOR RENOVATION AND CHANGE OF USE.
10. EXISTING CITY WATER AND SANITARY SEWER SERVICES SHALL REMAIN AND BE REUSED, SUBJECT TO FIELD VERIFICATION.
11. ALL PARKING SPACES, DRIVE AISLES, ACCESSIBLE ROUTES AND PAVEMENT MARKINGS SHALL COMPLY WITH CITY OF MISHAWAKA REQUIREMENTS.
12. EXISTING ACCESS DRIVE FROM N. MAIN STREET SHALL REMAIN AND BE UTILIZED.
13. PROVIDE 16'-0" MINIMUM SETBACK FROM THE BACK OF N. MAIN STREET CURB FOR FUTURE SIDEWALK EASEMENT.

PLANT MATERIAL NOTES

1. ALL PLANT MATERIAL SHALL COMPLY WITH THE CURRENT AMERICAN STANDARD FOR NURSERY STOCK.
2. TREE AND SHRUB SIZES SHOWN ARE MINIMUM INSTALLATION SIZES.
3. PLANT QUANTITIES SHOWN ON THE PLAN SHALL TAKE PRECEDENCE OVER QUANTITIES LISTED IN THE PLANT SCHEDULE.
4. DO NOT PLANT TREES DIRECTLY OVER UNDERGROUND UTILITIES, DRAINAGE LINES OR WITHIN REQUIRED SIGHT TRIANGLES.
5. PROVIDE LANDSCAPE EDGING BETWEEN PLANTING BEDS AND LAWN AREAS.
6. PLANT MATERIAL SHALL BE SUITABLE FOR THE MISHAWAKA, INDIANA CLIMATE AND SITE CONDITIONS.

PLANT MATERIAL LIST

ID	COMMON NAME	MINIMUM SIZE	SPACING
AR	RED MAPLE	2-1/2" CAL.	40'-0" O.C. MAX.
AG	SERVICEBERRY	1-1/2" CAL.	25'-0" O.C. MAX.
IV	INKBERRY HOLLY	24" HEIGHT	3'-0" O.C.
VD	DENSE VIBURNUM	30" HEIGHT	4'-0" O.C.
PA	LITTLE BLUESTEM GRASS	1-GALLON	24" O.C.
DL	DAYLILY	1-GALLON	18" O.C.

DESIGNED BY
KASSIR ARCHITECTURE
(313)445-4468
NKASSIR@LTU.EDU

PROJECT
PRINCESS CITY GALLERIA

OWNER'S NAME
3909 N MAIN ST

ADDRESS
3909 N Main St, Mishawaka, IN 46545

DRAWN BY:

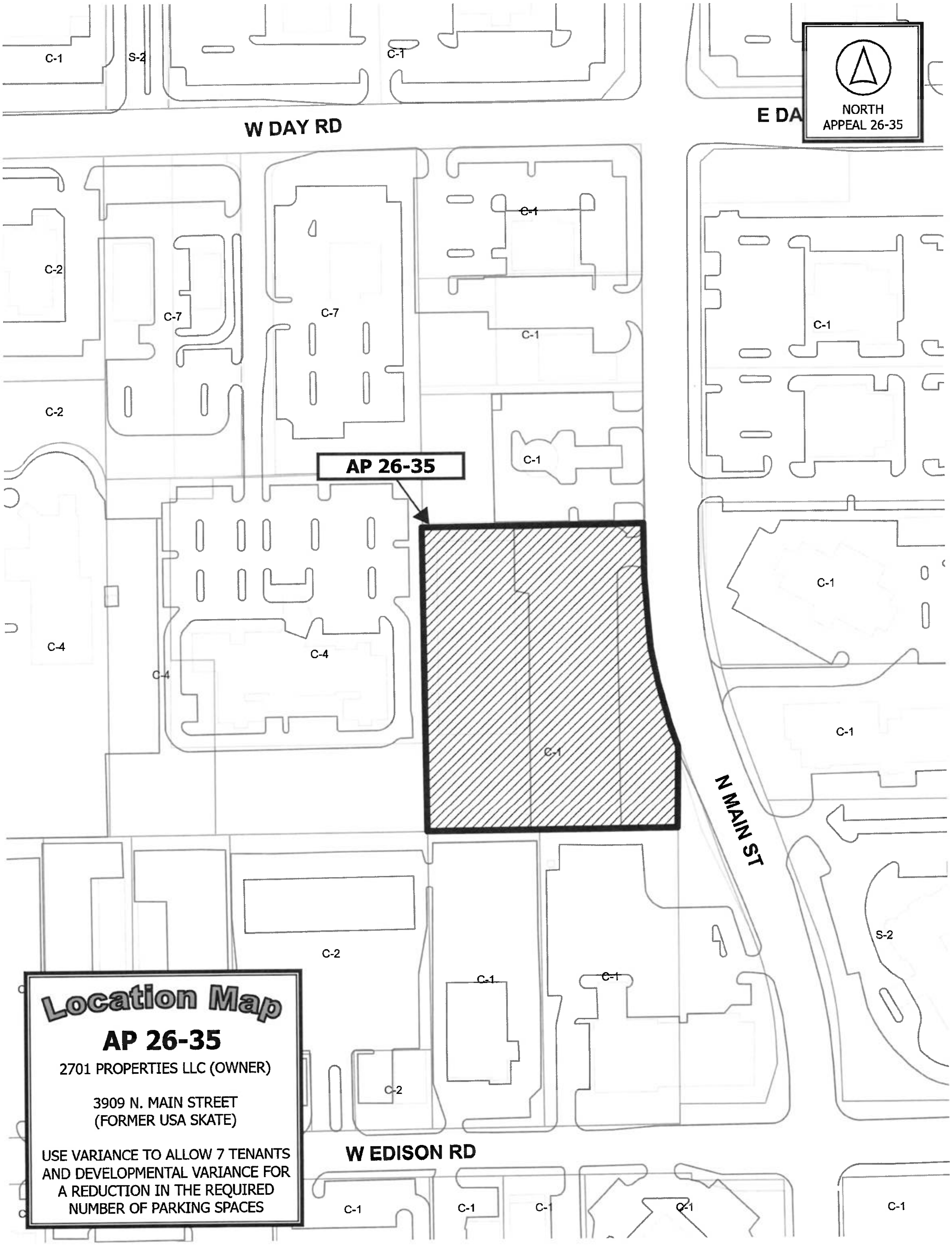
DATE : 7/31/2026

SCALE
1" = 20'-0"

SHEET TITLE
SITE PLAN

A-1

SEAL


NORTH
APPEAL 26-35
W DAY RD
E DA
AP 26-35
N MAIN ST
W EDISON RD
C-1
S-2
C-2
C-7
C-4
Location Map
AP 26-35
2701 PROPERTIES LLC (OWNER)
3909 N. MAIN STREET
(FORMER USA SKATE)
USE VARIANCE TO ALLOW 7 TENANTS
AND DEVELOPMENTAL VARIANCE FOR
A REDUCTION IN THE REQUIRED
NUMBER OF PARKING SPACES

Pet 26-16

Received
AUG 13 2026
Planning and
Community Development

PETITION TO REZONE

DATE: 08/12/2026

Honorable Members of the Common Council
City of Mishawaka, Indiana
and
Mishawaka City Plan Commission
City of Mishawaka, Indiana

RE: 701, 707 & 709 N. Main Street - Rezoning Request

The undersigned, DIVINE INTERVENTIONS INC., respectfully shows that it is the owner of the following described real estate located in the City of Mishawaka, County of St. Joseph, State of Indiana, to-wit:

Lots 14-17 of Lawrence & Battells Bl 39

The subject property includes the street addresses 701, 707 and 709 N. Main Street, Mishawaka, Indiana 46545.

Petitioner owns one hundred (100%) percent of the above-described parcel of land, which carries a zoning classification of C-1 General Commercial District.

EXISTING USE OF THE REAL ESTATE:

The entire property, consisting of 701, 707 and 709 N. Main Street, has been used for residential purposes throughout the current owner's ownership and is presently used for residential purposes.

PROPOSED USE / REASON FOR REZONING:

Divine Interventions Inc. respectfully requests that the entire subject property be rezoned from C-1 General Commercial District to R-2 Two-Family Residential District to align the zoning classification with the property's existing and continued residential use. The property will continue to be used strictly for residential purposes. No business operations of Divine Interventions Inc. will be conducted at 701, 707 or 709 N. Main Street. No new construction or conversion from an active commercial use is proposed as part of this rezoning request.

Wherefore, the petitioner respectfully requests that the Common Council of the City of Mishawaka refer this matter to the Mishawaka City Plan Commission and that, after hearing, an appropriate ordinance be enacted rezoning the above-described parcel of land.

PROPERTY OWNER: DIVINE INTERVENTIONS INC.

Wesley A. Butler
Wesley Butler - Signature
08/12/2026
Date

Nikita Butler
Nikita Butler - Signature
08/12/2026
Date

CONTACT PERSON

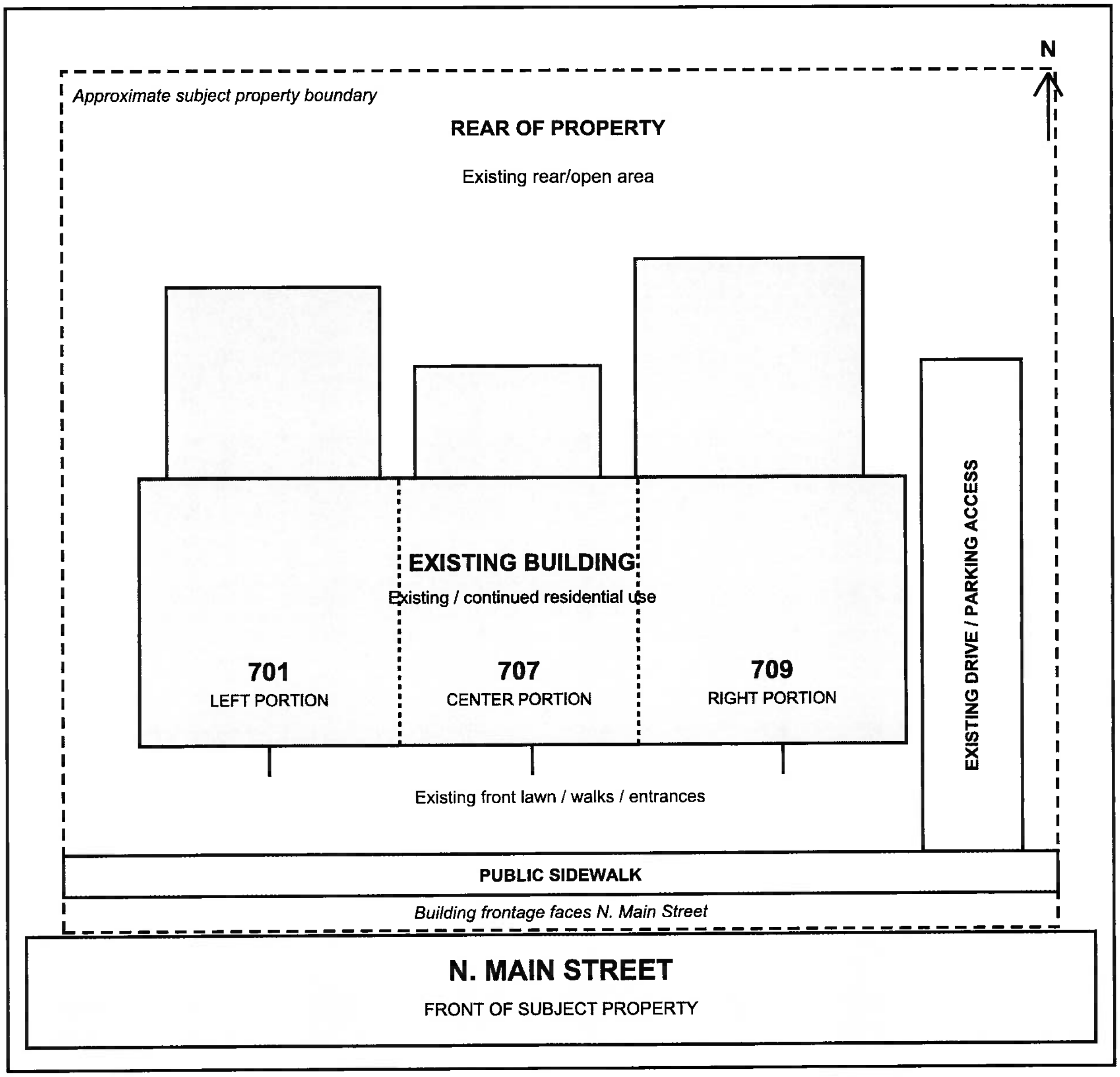
Name: Wesley Butler
Address: 709 N. Main Street, Mishawaka, IN 46545
Phone: 574-850-9314
Email: wesleybutler1@aol.com

CONCEPTUAL SITE PLAN

701, 707 & 709 N. Main Street

Mishawaka, Indiana 46545

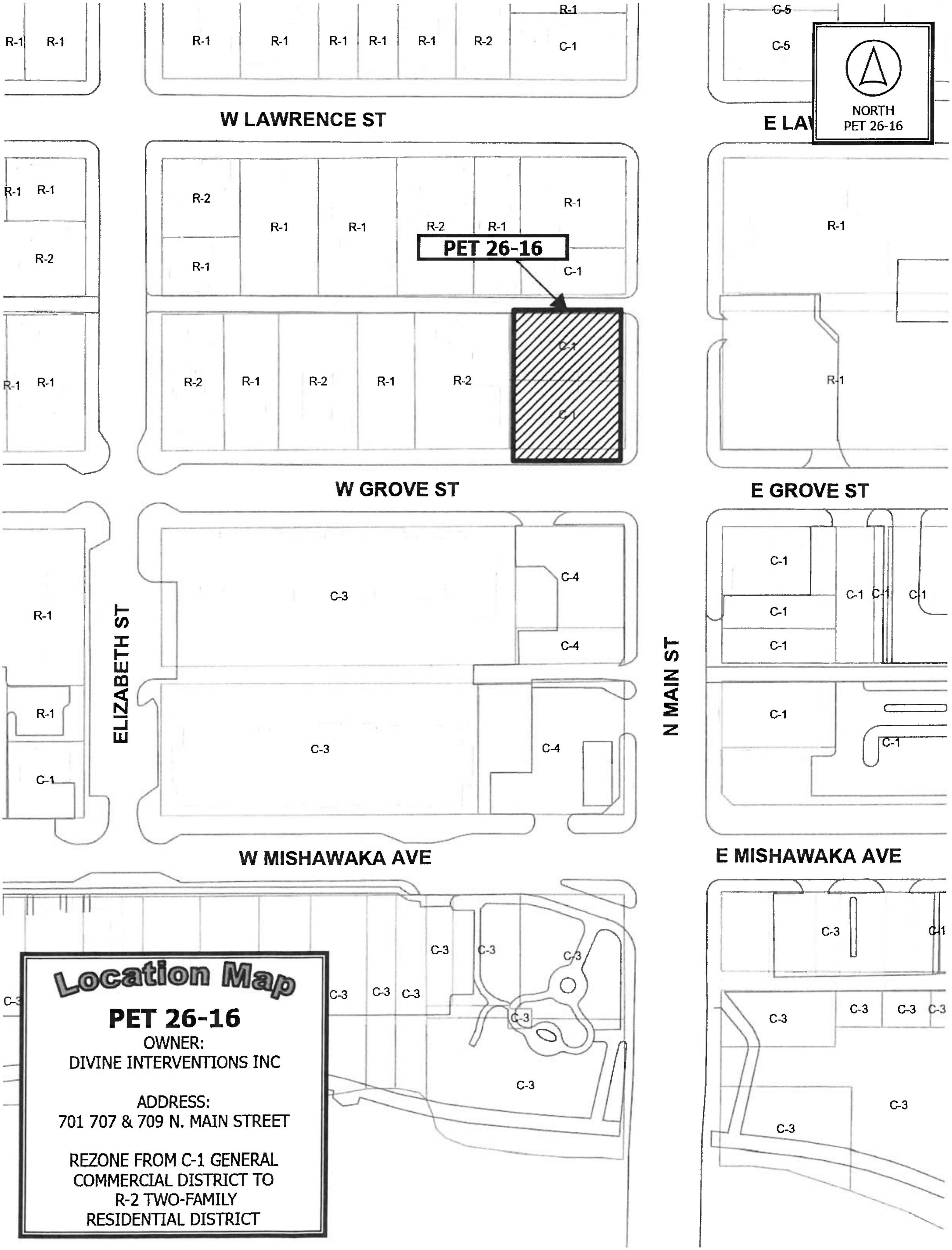
Rezoning Request: C-1 General Commercial District to R-2 Two-Family Residential District



SITE PLAN NOTES

1. Subject property addresses: 701, 707 and 709 N. Main Street, Mishawaka, Indiana 46545.
2. Legal description shown in petition: Lots 14-17 of Lawrence & Battells Bl 39.
3. Existing zoning: C-1 General Commercial District. Requested zoning: R-2 Two-Family Residential District.
4. Existing property will continue in strictly residential use; no new construction is proposed as part of this request.
5. Address labels identify portions of the existing building and do not represent surveyed or legal interior boundaries.
6. This conceptual exhibit is based on supplied photographs/aerial imagery and is NOT A BOUNDARY SURVEY.

Conceptual exhibit for rezoning review - dimensions, building footprint and property boundaries are approximate.



NORTH
PET 26-16
W LAWRENCE ST
E LAW
PET 26-16
W GROVE ST
E GROVE ST
ELIZABETH ST
N MAIN ST
W MISHAWAKA AVE
E MISHAWAKA AVE
R-1
R-2
C-1
C-3
C-4
C-5
Location Map
PET 26-16
OWNER:
DIVINE INTERVENTIONS INC
ADDRESS:
701 707 & 709 N. MAIN STREET
REZONE FROM C-1 GENERAL
COMMERCIAL DISTRICT TO
R-2 TWO-FAMILY
RESIDENTIAL DISTRICT

PET 26-17
Received

AUG 14 2026

Planning and
Community Developmen

DATE: AUGUST 14, 2026

TO THE: HONORABLE MEMBERS OF THE COMMON COUNCIL
CITY OF MISHAWAKA, INDIANA

RE: PETITION FOR ANNEXATION & REZONING FOR:

PAC HOLDINGS LLC.
1511 N PULASKI ST.
SOUTH BEND, INDIANA 46613

THE UNDERSIGNED, PAC HOLDINGS LLC (REP. JOSEPH COLVIN), RESPECTFULLY SHOW THAT THEY ARE THE OWNERS OF THE FOLLOWING DESCRIBED REAL ESTATE LOCATED IN THE UNINCORPORATED PORTION OF ST. JOSEPH COUNTY, INDIANA:

PARCEL: ANNEXATION AND REZONING LEGAL DESCRIPTION:

A PART OF THE SOUTHWEST CORNER FO THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 3 EAST, OF THE SECOND PRINCIPAL MERIDIAN IN HARRIS TOWNSHIP, SAINT JOSEPH COUNTY, INDIANA AND BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF A PARCEL OF GROUND, DESCRIBED IN DEED DOCUMENT 2025-29047, IN THE RECORDS OF THE ST. JOSEPH COUNTY, INDIANA RECORDER'S OFFICE; THENCE EAST ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 100.00 FEET TO THE WEST LINE OF LOT #1 OF "HOLIDAY INN - CANDLEWOOD SUITES MINOR SUBDIVISION 1ST CORRECTIVE PLAT" DESCRIBED IN DOCUMENT NUMBER 1408596 IN THE OFFICE OF SAID RECORDER; THENCE SOUTH ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 150.00 FEET TO THE CENTERLINE OF DOUGLAS ROAD; THENCE WEST ALONG SAID CENTERLINE, A DISTANCE OF 100.00 FEET; THENCE NORTH 150.00 FEET ALONG THE EAST LINE OF A PARCEL OF GROUND DESCRIBED IN DEED DOCUMENT 2025-26242 IN THE OFFICE OF SAID RECORDER, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.34 ACRES MORE OR LESS.
SUBJECT TO ALL LEGAL HIGHWAYS, EASEMENTS AND RESTRICTIONS OF RECORD.
THE ABOVE-DESCRIBED PARCEL OF LAND IS PRESENTLY ZONED "R" SINGLE-FAMILY DISTRICT IN THE UNINCORPORATED COUNTY. 15467 E Douglas Rd

PETITIONERS DESIRE TO ANNEX AND REZONE THE REAL ESTATE DESCRIBED ABOVE TO THE "R-1" RESIDENTIAL DISTRICT CLASSIFICATION. THE PURPOSE FOR THE ANNEXATION AND REZONING IS TO ALLOW FOR THE CONNECTION TO MUNICIPAL UTILITIES.

WHEREFORE, THE PETITIONERS PRAY AND RESPECTFULLY REQUEST THAT THE COMMON COUNCIL OF THE CITY OF MISHAWAKA REFER THIS MATTER TO THE MISHAWAKA CITY PLAN COMMISSION AND THAT AFTER HEARING, AN APPROPRIATE ORDINANCE BE ENACTED ANNEXATING AND REZONING THE ABOVE-DESCRIBED PARCEL OF REAL ESTATE LOCATED IN THE CITY OF MISHAWAKA.

SIGNATURE - JOSEPH COLVIN (MEMBER) PAC HOLDINGS LLC.

CONTACT PERSON:

ANDY HELTZEL
DANCH, HARNER & ASSOCIATES, INC.
1643 COMMERCE DRIVE
SOUTH BEND, INDIANA 46628
(574) 234-4003.
AHELTZEL@DANCHHARNER.COM

SIGNATURE - JOSEPH COLVIN (MEMBER) PAC HOLDINGS LLC.

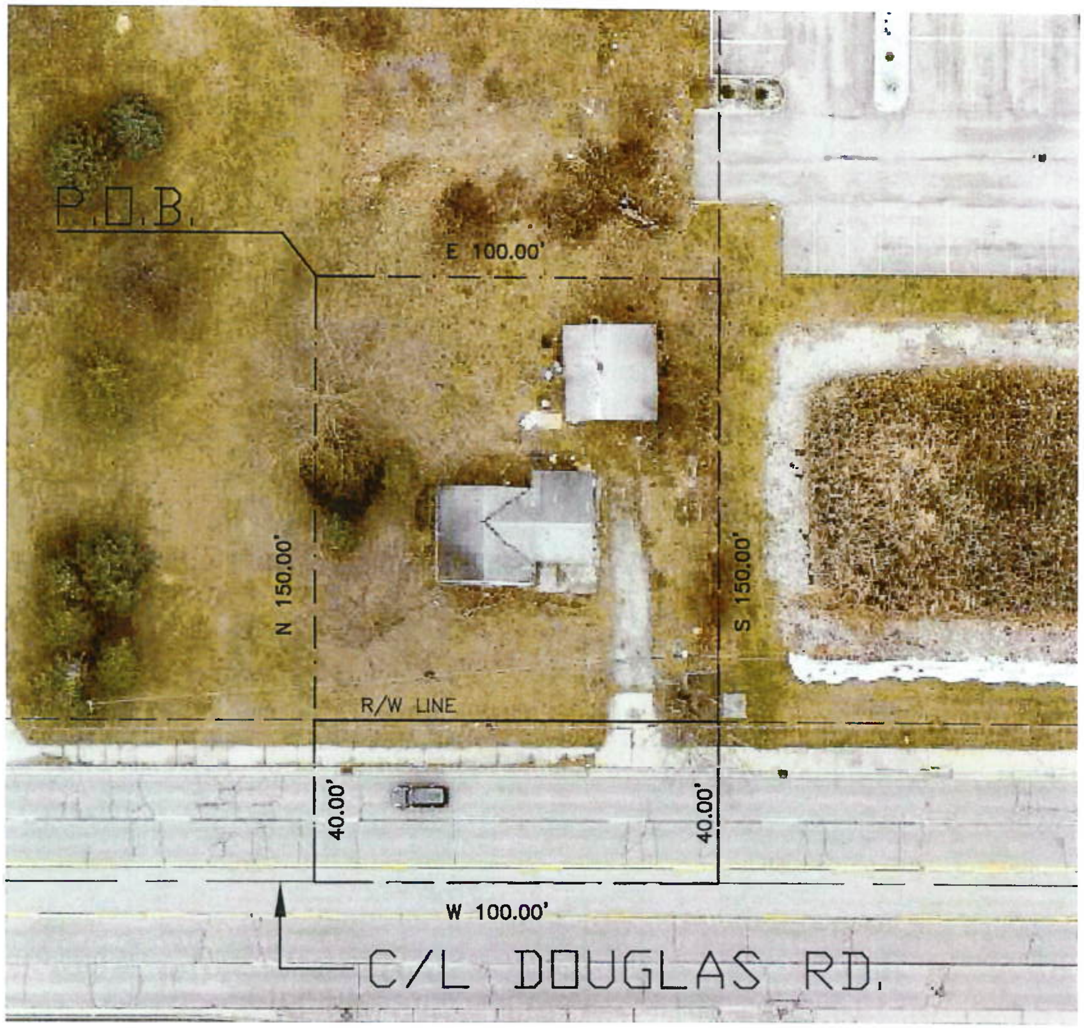
CONTACT PERSON:

ANDY HELTZEL
DANCH, HARNER & ASSOCIATES, INC.
1643 COMMERCE DRIVE
SOUTH BEND, INDIANA 46628
(574) 234-4003.
AHELTZEL@DANCHHARNER.COM

PET 26-17

Received
AUG 14 2026
Planning and
Community Development

ANNEXATION PRELIMINARY SITE PLAN



ANNEXATION LEGAL DESCRIPTION:

A PART OF THE SOUTHWEST CORNER FO THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 3 EAST, OF THE SECOND PRINCIPAL MERIDIAN IN HARRIS TOWNSHIP, SAINT JOSEPH COUNTY, INDIANA AND BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF A PARCEL OF GROUND, DESCRIBED IN DEED DOCUMENT 2025-29047, IN THE RECORDS OF THE ST. JOSEPH COUNTY, INDIANA RECORDER'S OFFICE; THENCE EAST ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 100.00 FEET TO THE WEST LINE OF LOT #1 OF "HOLIDAY INN – CANDLEWOOD SUITES MINOR SUBDIVISION 1ST CORRECTIVE PLAT" DESCRIBED IN DOCUMENT NUMBER 1408596 IN THE OFFICE OF SAID RECORDER; THENCE SOUTH ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 150.00 FEET TO THE CENTERLINE OF DOUGLAS ROAD; THENCE WEST ALONG SAID CENTERLINE, A DISTANCE OF 100.00 FEET; THENCE NORTH 150.00 FEET ALONG THE EAST LINE OF A PARCEL OF GROUND DESCRIBED IN DEED DOCUMENT 2025-26242 IN THE OFFICE OF SAID RECORDER, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.34 ACRES MORE OR LESS.

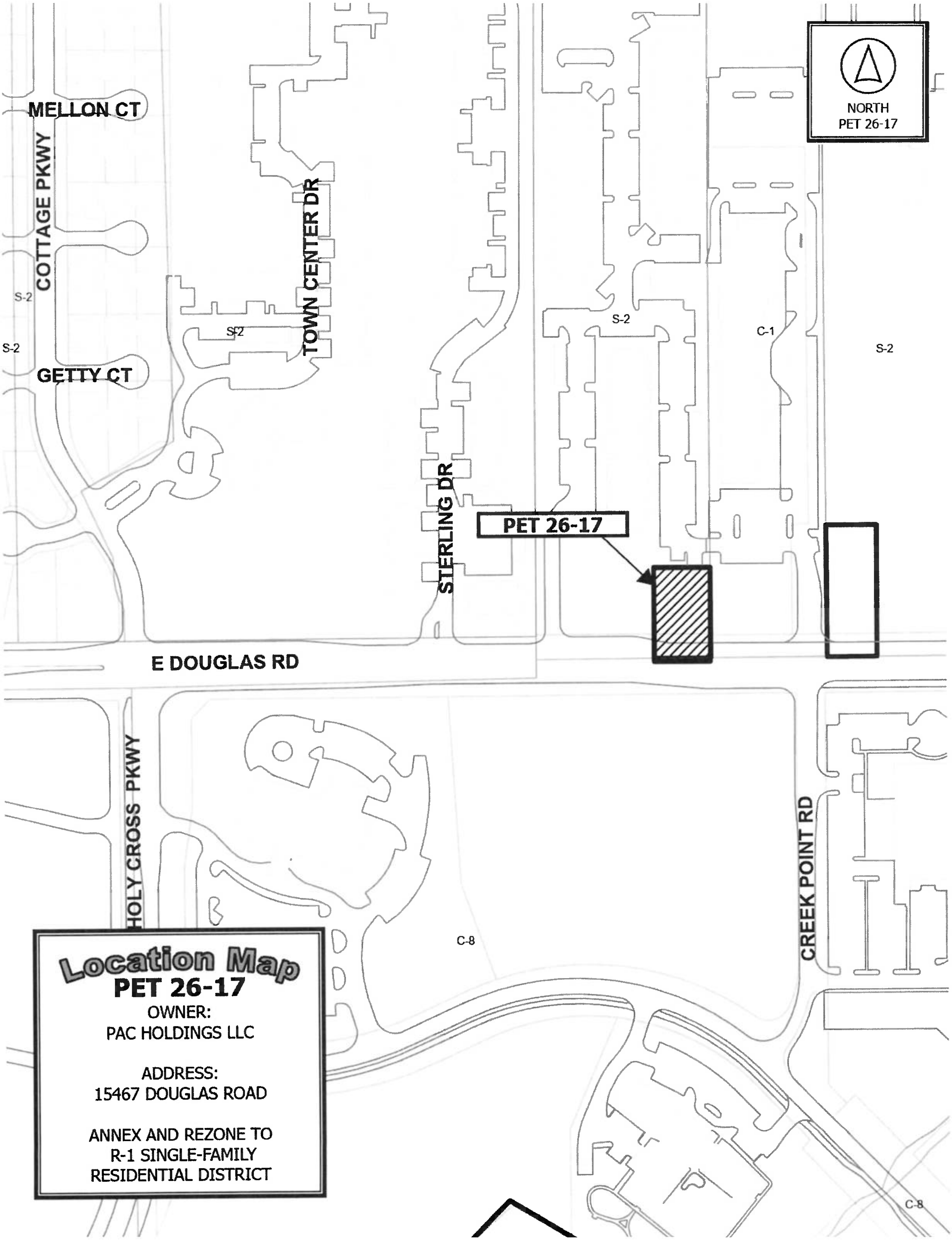
SUBJECT TO ALL LEGAL HIGHWAYS, EASEMENTS AND RESTRICTIONS OF RECORD.

0 30 60 90

SCALE 1" = 30'

Danch, Harner & Associates, Inc.
DHA
Land Surveyors • Professional Engineers
Landscape Architects • Land Planners
Office: (574)234-4003 / (800)594-4003 • Fax: (574)234-4119
1543 COMMERCE DRIVE • South Bend, IN 46628

1/1


NORTH
PET 26-17
MELLON CT
COTTAGE PKWY
TOWN CENTER DR
GETTY CT
STERLING DR
S-2
S-2
S-2
S-2
C-1
S-2
PET 26-17
E DOUGLAS RD
HOLY CROSS PKWY
CREEK POINT RD
C-8
C-8
Location Map
PET 26-17
OWNER:
PAC HOLDINGS LLC
ADDRESS:
15467 DOUGLAS ROAD
ANNEX AND REZONE TO
R-1 SINGLE-FAMILY
RESIDENTIAL DISTRICT

August 14, 2026

Honorable Members of the Common Council
City of Mishawaka, Indiana and the Mishawaka Plan Commission
For the City of Mishawaka, Indiana.
100 Lincolnway West
Mishawaka, IN 46544

RE: Petition for PUD Amendment

The undersigned, PJT PENN LLC AND L&B PENN LLC, respectfully show they are the owners of the following described real estate located in the City of Mishawaka, County of St. Joseph, State of Indiana, to-wit:

PLEASE SEE ATTACHED

Petitioners own one hundred (100%) percent of the above-described parcel of land which carries a zoning classification of S-2 Planned Unit Development specifically for a mixed-use commercial development.

Petitioners desire said real estate to be amended to allow for a mixed-use commercial development with outdoor recreation.

Wherefore, the petitioners pray and respectfully request that the Common Council of the City of Mishawaka refer this matter to the Mishawaka City Plan Commission and that after hearing, an appropriate ordinance be enacted amending the PUD of the above-described parcel of land located in the City of Mishawaka.

Signature(s) of Property Owner(s)

Paul D. Penn

Paul D. Penn, Manager
PJT Penn LLC

Signature(s) of Property Owner(s)

Larry J. Penn

Larry J. Penn, Manager
L&B Penn LLC

CONTACT PERSON:
Robert Heiden
Jones Petrie Rafinski
325 S Lafayette Blvd
South Bend, IN 46601
rheiden@jpr1source.com
574-232-4388

j:\projects\2025 projects\2025-01468 juday creek business park\08_permitting and submittals\city of mishawaka\pud\submittal letter.docx

LEGAL DESCRIPTION:

LOT NUMBERED THREE (3) OF JUDAY CREEK BUSINESS PARK, THE PLAT OF WHICH IS RECORDED IN DEED RECORD 1811362, AND BEING PART OF SECTIONS 26 AND 27, ALL IN TOWNSHIP 38 NORTH, RANGE 3 EAST, CITY OF MISHAWAKA, HARRIS TOWNSHIP, ST. JOSEPH COUNTY INDIANA.

"THE CREEK" PUD

The PUD shall allow for the construction of a mixed-use commercial development including multi-tenant buildings and uses identified in the C-1 General Commercial, C-5 Neighborhood Commercial, C-6 Linear Office Commercial Districts, C-7 Restaurant Oriented Commercial, and C-8 High Density Suburban Commercial Districts.

Use Restriction:

1. Outside sale display for loose items shall be prohibited unless specifically approved by the Planning Commission as part of a final planned unit development site plan submission.
2. Off-premise signs/billboards shall be prohibited.

Access:

1. Access to the site shall be limited to the existing curb cuts on Douglas Road and Veterans Parkway as shown on the PUD Preliminary Plan.
2. All traffic/transportation improvements required for the completion of this project shall be paid for by the applicant/developer concurrent with development as directed by the City Director of Engineering. The City Director of Engineering reserves the right to review and comment upon PUD or Site Plan submittal regarding access-drive, right-of-way improvements, and donation of right-of-way for these improvements.
3. The City Director of Engineering reserves the right to require a Traffic Impact Study for any or all of the phases of the site development prior to Site Plan approval.
4. Phasing of improvements, including internal collector drives associated with this project, shall be coordinated with the City Director of Engineering.

Internal Road connections:

1. Private collector road connections shall be provided through the site and connected to adjacent properties as conceptually depicted on the planned unit development preliminary site plan. Applicable private road connections shall be dedicated within easements as part of each subsequent final planned unit development site plan. Actual construction shall occur concurrently with the development of the adjacent property or as directed by the City, whichever comes first. Modifications to the location of the easement /drive may be approved by the Planning Commission as part of any final planned unit development site plan approval. The applicant shall meet with the adjacent property to coordinate the exact connection locations between property. The exact location of these connection points shall be subject to review and approval by the City and shall generally be based on the information received from the required traffic impact study.
2. The number and or type of curb cuts on all proposed internal drives shall be approved by the City Director of Engineering to minimize traffic impact.

3. At a minimum, internal sidewalks shall be provided throughout the development connecting parcels and adjacent roadways. This walk shall connect to any sidewalk that may be provided along Douglas Road. Installation of sidewalks shall occur as part of adjacent road construction as may be directed by the City.

4. Internal connections between development sites are encouraged to limit the number of connection points to the private collector roads.

Stormwater Run-off/Utilities:

1. The type of stormwater facilities proposed on the site shall be limited/restricted as directed by the City Director of Engineering. Shared retention areas may be permitted with the approval of the City Director of Engineering.

2. Proposed stormwater retention areas shall specifically include the volumes associated with proposed public and private road improvements.

3. All costs associated with the extension of utilities shall be the responsibility of the applicant/developer. Extension of utilities shall occur in a location and size as directed by the City Director of Engineering.

4. A master improvement plan shall be provided for all proposed improvements and impacts to the existing floodplain and Juday Creek drainage corridor. This plan shall be submitted to all applicable entities including but not limited to the St. Joseph County Drainage Board and the St. Joseph County River Basin Commission. This plan shall be submitted and approved by the City prior to completing any work in the regulatory floodplain, or within the drainage easement of Juday Creek.

Setbacks:

1. All buildings shall setbacks shall be as follows:
   a. Douglas Road -75' from right-of-way
   b. Veterans Parking - 10' from right-of-way
   c. Interior collector roads – 5' from cross-access easement
   d. Side – 10' from property line
   e. Rear not adjacent to interior collector roads – 25' from property line

2. All parking and paving setbacks shall be as follows:
   a. Douglas Road – 25' from right-of-way.
   b. Veterans Parkway – 10' from right-of way.
   c. Interior collector roads – 5' from cross-access easement
   d. Interior side setbacks – 0' if parking is shared
   e. Exterior side setback – 10' from property line
   f. If the preliminary site plan shows a reduced parking setback, the setback shown on the site plan shall prevail.

g. In the event that an easement is greater than the designated setback line, the setback shall be equal to said easement.

h. Sidewalks and utilities may be permitted with setback areas. If utility easements or locations do not leave enough room for landscaping, additional setback may be needed to allow for the appropriate 5' to 10' planting area for any required landscaping.

Landscaping:

1. The 25' setback along Douglas Road shall include streetscape landscaping and a landscape screen to create visual interest in compliance with one of the following options (or combination thereof):
   a. A 3' to 4' earthen berm with a side-slope no greater than 3:1, and shall be planted and covered with live vegetation.
   b. A plant material screen composed of a compact hedge of evergreen or densely twigged deciduous shrubs
   c. A bio-swale with a dense planting of native plants in and around the swale
2. Streetscape landscaping shall be included on the public right-of-way and all interior collector roads. Streetscape landscaping shall include shade trees planted 40' on-center.
3. Landscaping shall be provided along all exterior side or rear lot lines to include shade trees planted 40' on-center or ornamental trees planted 25' on-center.
4. Parking area screening shall be provided for all parking lots located between the building and the front lot line or rear lot line adjacent to an interior collector road. The parking area screening shall be of a minimum height of 36 inches along a minimum of 75 percent of the linear distance of the parking area, excluding the linear width of driveways, with plant materials of compact hedge of evergreens or densely twigged deciduous shrubs or native plants.
5. Interior parking lot landscaping shall be provided for all lots in excess of 30 parking spaces. One parking island shall be required for every 15 parking spaces. Parking islands shall be a minimum of 6' in width and 180 square feet and include either one ornamental or shade tree.
6. All plant materials shall meet the minimum planting sizes as outlined by the Mishawaka Zoning Ordinance and installed at the time of occupancy. If the weather does not permit, all landscaping shall be installed during the next planting season.

Building Architecture:

1. All proposed commercial buildings shall be constructed of 70% approved materials as identified within the C-1 Commercial District in the Mishawaka Zoning Ordinance, as amended. Appropriate materials shall be expanded to include glass, architectural precast, metal panels fiber cement siding, and tile. Materials and colors shall be varied to provide architectural interest.
2. The maximum building height for any commercial building within the development shall be 60'.

Lighting:

1. Fully shielded, 90-degree cut-off fixtures shall be required for both pole and wall mounted fixtures. All light poles shall be limited to 25 feet in height.

2. A lighting plan shall be submitted with each subsequent planned unit development plan submission. Illumination levels shall comply with the Mishawaka Zoning Ordinance.

3. In order to allow for consistent lighting with the intent of public safety, site lighting installed along the private collector road shall be exempt from maximum illumination levels.

4. Ornamental fixtures matching the current City standard may be utilized in addition or instead of the lighting noted above.

Signage:

1. Standard Mishawaka On-Premise Sign Standards shall be varied to allow for a hierarchy of signage and to otherwise further the intent of this chapter as follows. All freestanding signs shall otherwise be designed as per the applicable City requirements:

   a. The applicant shall coordinate with the other undeveloped properties so that the entire area contains development signage on Douglas Road. Two development signs per entry with a maximum sign display area of 150 square feet per sign. Each sign may not exceed 15' in height and shall include a masonry base. Animated/Electronic Reader boards shall be prohibited for these signs.

   b. Each outlot/development parcel may also be permitted one freestanding sign. These signs shall be limited to 8' in height and contain a display area of no more than 60 square feet. Each shall include a masonry base (to match the architecture of the building) no less than 3' in height. No more than 1/3 of the display area for each sign may be utilized as an electronic reader board. All freestanding signs shall be separated from each other by a minimum of 100 lineal feet.

2. Temporary banners, flush mounted to a building shall be limited to one per building/ or use and shall not exceed 80 square feet. These banners shall also be subject to any future more restrictive regulation that may be passed by the City.

3. One Real Estate Sign shall be permitted for each outlot/development parcel not to exceed 32 square feet and 8' in height. For development lots without direct frontage on Douglas Road, such signs may be located on an outlot with frontage with written permission by the owners of said lot. Such signs shall not be considered off-premise signs for the purposes of this PUD.

4. General facade and directional signage standards shall be submitted concurrently with the first final planned unit development plan submission. Limits on the height of letters/signage for facade signs shall be reviewed and evaluated by the Planning Commission at that time.

Parking and Loading:

1. Parking shall be provided at a quantity of 5 spaces per 1,000 square feet of building area.
2. All loading docks, dumpsters, and mechanical equipment shall be screened from view. Dumpsters shall be screened by a wall matching the building materials of the principal building. Dumpster locations shall be located away from any roads behind principal buildings and located away from internal collector drives.

Special Circumstances for Lot 1:

1. Based on the unique characteristics of the use of Lot 1 as an outdoor golf and recreation facility, the following exceptions to the PUD and Mishawaka Zoning Ordinance shall be permitted:
   a. The maximum height for accessory poles and fencing/netting shall be permitted at a height not to exceed 175'
   b. Uplighting of such poles shall be permitted provided the lights are calibrated so as to not illuminate any portion of the pole in excess of 60' (allowed building height) and shall only be illuminated during normal hours of operation. Additional downlighting is permitted provided the lights are focused on the pole and do not create glare on any adjacent parcel.

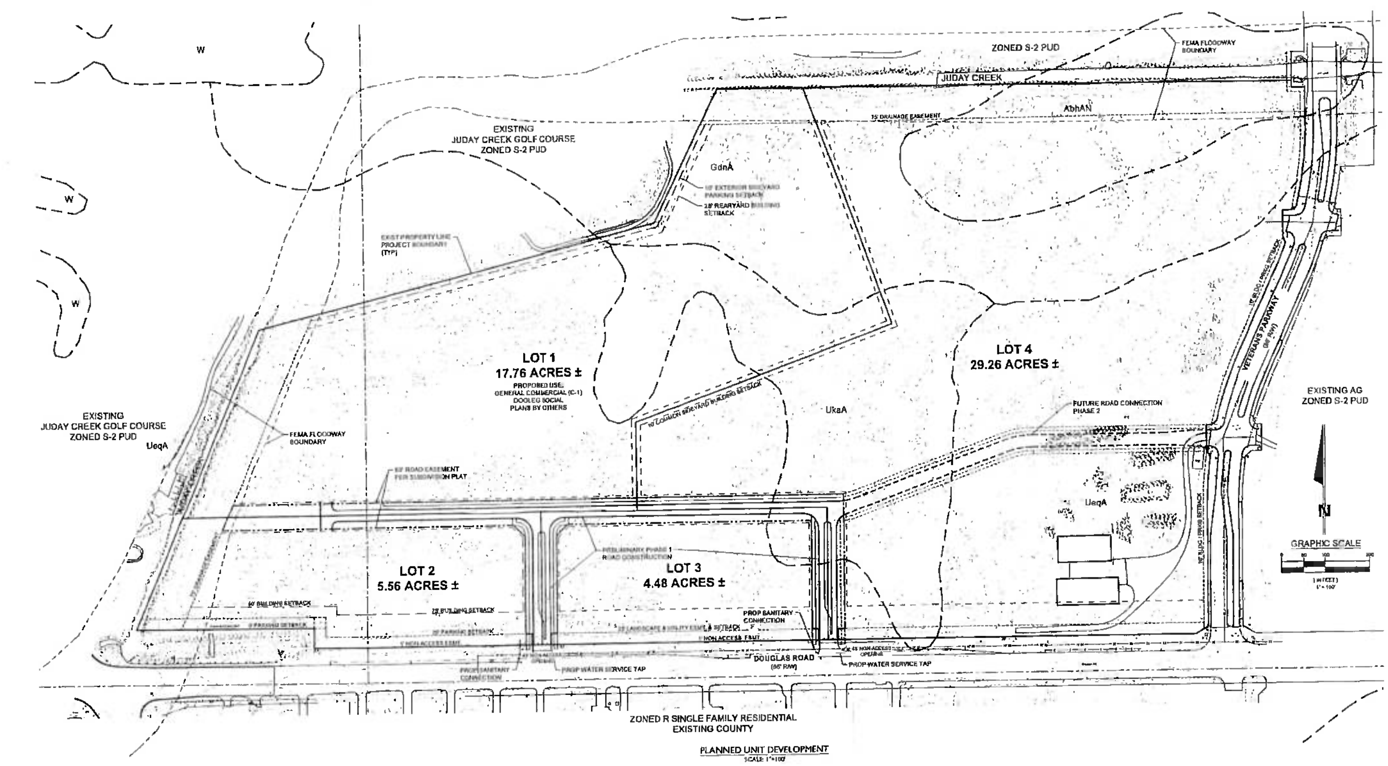
Phasing:

1. The phasing and development of infrastructure for the development shall be reviewed and approved by the Planning Commission concurrently with the first planned unit development site plan submission. Future modifications and requirements may be placed by the Planning Commission concurrent with each subsequent planned unit development site plan submission to provide for the interconnectivity of roads and other related infrastructure.

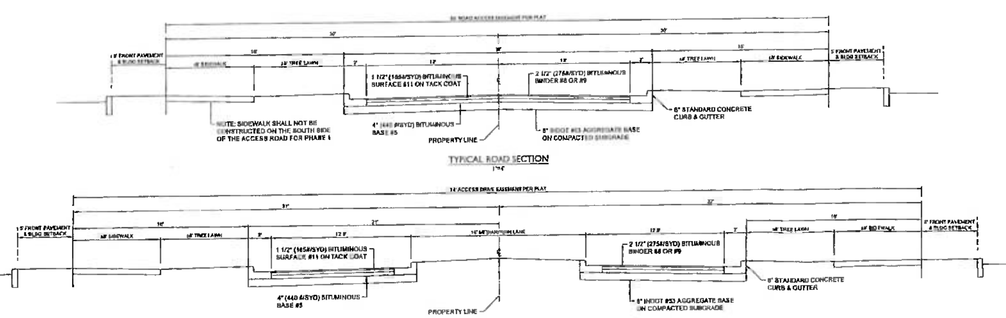
"THE CREEK" PLANNED UNIT DEVELOPMENT

SITE PLAN SUPPORT DRAWING
PART OF SECTIONS 26 & 27, T38N, R3E, HARRIS TOWNSHIP
ST JOSEPH COUNTY, INDIANA

UTILITIES

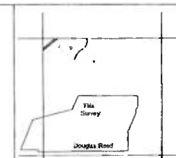


PLANNED UNIT DEVELOPMENT
SCALE: 1"=100'



TYPICAL ROAD SECTION

TYPICAL ACCESS DRIVE SECTION



VICINITY MAP
SCALE: 1"= 2000'

THIS DRAWING IS SCHEMATIC IN NATURE. PRIOR TO DEVELOPMENT OF THE PROPERTY, THE DEVELOPER AND/OR FUTURE OWNER, END USER PER LOT SHALL SUBMIT PLANS FOR DEVELOPMENT OF THE PROJECT WHICH COMPLY WITH ALL OF THE RESTRICTIONS FOR THE THE JUDAY CREEK BUSINESS DEVELOPMENT PUD ALONG WITH ANY ADDITIONAL RECORDED RESTRICTIVE COVENANTS.

LEGAL DESCRIPTION
PLEASE REFER TO THE SUBDIVISION FOR LOT 3 FOR THE LEGAL DESCRIPTION OF THE ±57 ACRES WITHIN THIS PLANNED UNIT DEVELOPMENT

OWNER
PJT PENN LLC and L&B PENN LLC
14760 DOUGLAS ROAD
MISHAWAKA, IN 46545

DEVELOPER
PINNACLE PROPERTIES
418 S MAIN ST
ELKHART IN 46516
P: (574) 303-8096

AUTHORITY
MISHAWAKA COMMON COUNCIL
100 LINCOLNWAY WEST
MISHAWAKA, IN 46544

CITY OF MISHAWAKA
100 LINCOLNWAY WEST
MISHAWAKA, IN 46544
P: (574) 258-1625

SURVEYOR/ENGINEER
JONES PETRIE RAFINSKI
325 S. LAFAYETTE BLVD.
SOUTH BEND, IN 46601
(574) 232-4388

PARKING
PROVIDED: TO BE DETERMINED
REQUIRED: TO BE DETERMINED

SITE DATA
1. PROPOSED LAND USE, COMMERCIAL / MIXED-USE C-1, C-5, C-6, C-7, AND C-8

2. SURFACE RUN-OFF AND DRAINAGE TO BE COLLECTED ON-SITE AND DISCHARGED IN PROVIDED RETENTION AREAS/STORM WATER RESERVE.

3. PROPOSED COMMERCIAL BUILDINGS ARE TO BE MAXIMUM 60' HEIGHT

4. BUILDINGS WILL BE CONNECTED TO THE CITY OF MISHAWAKA WATER SYSTEM & SANITARY SEWER.

5. PARKING SPACES ARE TO MEET THE CITY OF MISHAWAKA STANDARDS

6. PROPOSED INTERNAL COLLECTOR DRIVES SHALL UTILIZE EXISTING CURB CUTS ON DOUGLAS ROAD AND FUTURE CONNECTION TO EXISTING CURB CUTS ON VETERANS PARKWAY.

7. PRIVATE ROADWAY TO BE CONSTRUCTED WITHIN PLATTED ACCESS EASEMENT TO CITY OF MISHAWAKA MINIMUM STANDARDS

8. THE PROJECT WILL BE CONSTRUCTED IN MULTIPLE PHASES

10. FINAL LOT LINES SHALL BE CREATED BY PLAT VIA A FINAL DEVELOPMENT PLAN

SOILS LEGEND

AbhAN	ADRIAN MUCK, DRAINED, 0 TO 1 PERCENT SLOPES
GdnA	GILFORD MUCKY SANDY LOAM, 0 TO 1 PERCENT SLOPES, GRAVELLY SUBSOIL
UeqA	URBAN LAND-GILFORD COMPLEX, 0 TO 1 PERCENT SLOPES
UkaA	URBAN LAND-MAUMEE COMPLEX, 0 TO 1 PERCENT SLOPES
W	WATER

PROPOSED "THE CREEK" PLANNED UNIT DEVELOPMENT STANDARDS

USE	BUILDING SETBACKS			PARKING SETBACKS			HEIGHT
	FRONT YARD	SIDE YARDS	REAR YARD	FRONT YARD	SIDE YARDS	REAR YARD	
MIXED-USE MULTI-FAMILY C-1 GENERAL COMMERCIAL C-5 NEIGHBORHOOD COMMERCIAL C-6 LINEAR OFFICE COMMERCIAL C-7 RESTAURANT ORIENTED COMMERCIAL C-8 HIGH-DENSITY SUBURBAN COMMERCIAL	75' FROM DOUGLAS R/W 10' FROM VETERANS R/W 5' FROM INTERIOR RD ESMNT	10'	25' (NOT ADJACENT TO INTERIOR ROAD)	25' FROM DOUGLAS R/W 10' FROM VETERANS R/W 5' FROM INTERIOR RD ESMNT	10' OR 0' WHEN SHARED PARKING	10'	60' MAX

PREVIOUS PLANNED UNIT DEVELOPMENT STANDARDS

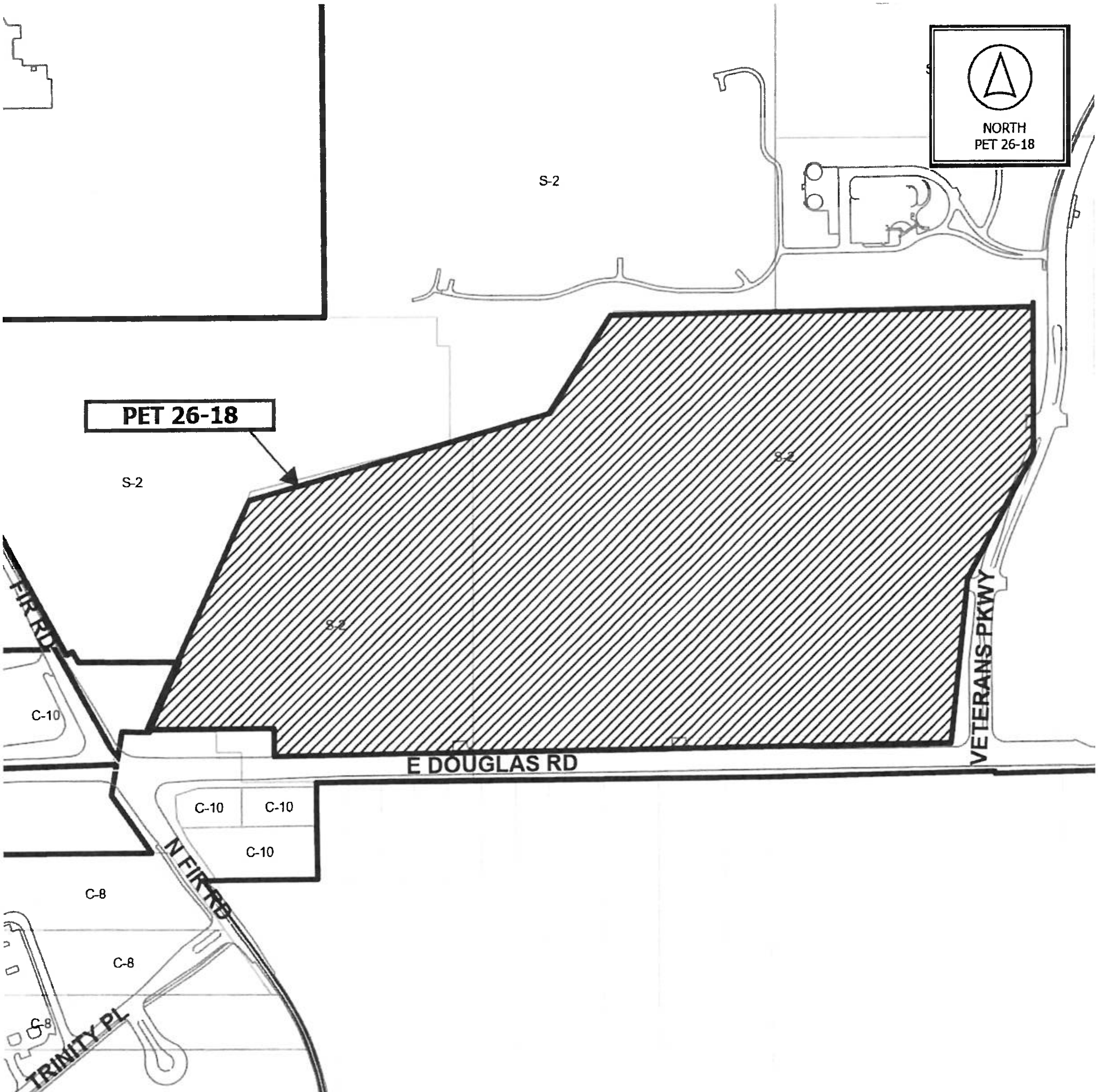
USE	BUILDING SETBACKS			PARKING SETBACKS			HEIGHT
	FRONT YARD	SIDE YARDS	REAR YARD	FRONT YARD	SIDE YARDS	REAR YARD	
MIXED-USE COMMERCIAL C-1 GENERAL COMMERCIAL C-5 NEIGHBORHOOD COMMERCIAL C-6 LINEAR OFFICE COMMERCIAL C-7 RESTAURANT ORIENTED COMMERCIAL C-8 HIGH-DENSITY SUBURBAN COMMERCIAL	15' FROM PUBLIC R/W AND COLLECTOR DRIVES 25' FROM NON-PUBLIC ACCESS DRIVES	10'	25'	20' FROM PUBLIC/PRIVATE R/W 10' FROM NON-PUBLIC ACCESS DRIVES	5' BETWEEN PARCELS	N/A	60' MAX

JONES PETRIE RAFINSKI
South Bend, IN p. 574.232.4388
Fort Wayne, IN p. 260.422.2522

"THE CREEK"
PLANNED UNIT DEVELOPMENT
PJT PENN LLC
L&B PENN LLC
SITE PLAN SUPPORT DRAWING

DESIGNED BY: RJH
REVIEWED BY: MB
DRAWN BY: MM
REVIEWED BY: AS
DATE: AUGUST 19, 2025
JOB NUMBER: 2025-01468
HORIZ. SCALE 1" = 100'
VERTICAL SCALE AS NOTED

PUD



Location Map

PETITION 26-18

OWNERS:
PJT PENN LLC & L&B PENN LLC

NORTHWEST CORNER OF
E DOUGLAS ROAD & VETERANS PARKWAY

PUD AMENDMENT TO ADD
MIXED-USE COMMERCIAL WITH
OUTDOOR RECREATION USE

Deborah S. Block, IAMC, MMC

SEP 10 2026

City Clerk
Mishawaka, IN

PROPOSED ORDINANCE NO. 2026-28

ORDINANCE NO.______________

AN ORDINANCE DECLARING AN EMERGENCY AND TRANSFERRING AND REAPPROPRIATING FUNDS WITHIN THE BUDGET ADOPTED FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2026

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, THAT:

Section 1. An emergency exists which requires the transfer and reappropriation of funds within the County Economic Development Income Tax (CEDIT) fund for the budget adopted for the fiscal year ending December 31, 2026.

Section 2. There is hereby transferred and reappropriated the sum of $20,000.00 as follows:

CEDIT Fund

From:	Other Services and Charges 2209-50-436-01	MVH Equipment Repair	$20,000.00
To:	Supplies 2209-50-423-03	MVH Parts and Supplies	$20,000.00

Section 3. This ordinance shall be in full force and effect from and after its passage, signing and attestation.

PASSED BY THE COMMON COUNCIL of the City of Mishawaka, Indiana, on this

__________day of _______________________, 2026 at _______ o'clock, ______. M.

____
Gregg Hixenbaugh, Presiding Officer

ATTEST:

____
Deborah S. Block, IAMCA, MMC, City Clerk

PRESENTED BY ME to the Mayor this ______day of____________, 2026 at

________ o'clock, ____. M.

____
Deborah S. Block, IAMC, MMC, City Clerk

APPROVED BY ME this ______ day of, ____________, 2026 at ______ o'clock,

____. M.

____
David A. Wood, Mayor

CITY OF MISHAWAKA

DAVID A. WOOD, MAYOR

CENTRAL SERVICES DEPARTMENT
Louis Hazen, Director of Central Services

To: City Council

Central Services is requesting a transfer of **$20,000** from:

2209.50.436.01 – CEDIT: MVH Repairs & Maintenance

to:

2209.50.423.03 – CEDIT: MVH Equipment Parts & Supplies

Throughout 2026, Central Services has completed more vehicle, and equipment repairs in-house rather than using outside repair vendors. Because of this, we have used more funding from the Equipment Parts & Supplies line for parts and materials, while the Repairs & Maintenance line has more funding remaining than originally anticipated.

The Equipment Parts & Supplies line currently has approximately $15,000 remaining, while the Repairs & Maintenance line has approximately $61,000 remaining.

This transfer will better align the remaining 2026 budget with how repair work is currently being completed and will provide sufficient funding for parts and supplies through the end of the year.

Thank you for your consideration.

Louis Hazen
Director of Central Services

Central Services • 700 Union Street • Mishawaka, IN 46544
Phone: (574) 258-1660 • Fax: (574) 258-1699 • www.mishawaka.in.gov

Deborah S. Block, IAMC, MMC

SEP 04 2026

City Clerk
Mishawaka, IN

RESOLUTION NO. 2026-30
Miscellaneous Property Acquisitions
1014 and 1430 South Union Street

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, ADDING PARCELS TO THE CITY'S PROPERTY ACQUISITION LIST ASSOCIATED WITH A PREVIOUSLY APPROVED COMMON COUNCIL RESOLUTION 2014-07 WHICH APPROVED AN ORDER OF THE CITY OF MISHAWAKA PLAN COMMISSION APPROVING A CERTAIN DECLARATORY RESOLUTION, AN AMENDMENT TO THE BOUNDARIES OF THE NORTHWEST AREA IMPROVEMENT PROJECT, CONSOLIDATION OF THE SOUTHSIDE ECONOMIC DEVELOPMENT AREA AND THE NORTHWEST IMPROVEMENT PROJECT INTO ONE CONSOLIDATED AREA IMPROVEMENT PROJECT, AND AN AMENDMENT TO THE ECONOMIC DEVELOPMENT PLAN FOR THE CONSOLIDATED AREA IMPROVEMENT PROJECT ADOPTED BY THE CITY OF MISHAWAKA REDEVELOPMENT COMMISSION

WHEREAS, on February 24, 2014, the City of Mishawaka Redevelopment Commission (the "Commission") approved and adopted its Resolution No. 2014-03 entitled "Resolution of the City of Mishawaka Redevelopment Commission Designating and Declaring Certain Areas as Economic Development Areas, Amending the Boundaries of the Northwest Area Improvement Project, Consolidating the Southside Economic Development Area and the Northwest Area Improvement Project Into One Area, And Amending the Economic Development Plan for the Consolidated Area Improvement Project" (the "Declaratory Resolution"); and

WHEREAS, the Declaratory Resolution (i) designated and declared certain areas within the City of Mishawaka, Indiana (the "City") to be economic development areas (the "Expansion Areas") for purposes of tax increment financing pursuant to Section 39 of Indiana Code 36-7-14 (the "Act") to expand the existing Northwest Area Improvement Project (the "Northwest Area"); (ii) removed certain parcels from the Northwest Area; (iii) consolidated the Southside Economic Development Area (the "Southside Area") and the Northwest Area into one area (to be known as the Consolidated Area Improvement Project) (the "Consolidated Area"); and (iv) approved an amendment (the "Plan Amendment") to the Economic Development Plan for the Northwest Area (the "Economic Development Plan") to provide for such Economic Development as amended to serve as the economic development plan for the Consolidated Area Improvement Project (as amended by the Plan Amendment shall hereinafter be referred to as the "Economic Development Plan"); and

WHEREAS, on March 11, 2014, the City of Mishawaka Plan Commission (the "Plan Commission") adopted and approved its resolution 2014-01, determining that the Declaratory Resolution and the Economic Development Plan, as amended by the Plan

Amendment, conform to the plan of development for the City and approving, ratifying and confirming the Declaratory Resolution and the Economic Development Plan, as amended by the Plan Amendment, and designated such resolution as the written order of the Plan Commission approving the Declaratory Resolution and the Economic Development Plan, as amended by the Plan Amendment, as required by Section 16 of the Act (the "Plan Commission Order"); and

WHEREAS, Section 16 of the Act prohibits the Commission from proceeding until the Plan Commission Order is approved by the legislative body of the City; and

WHEREAS, the Common Council of the City (the "Common Council") previously approved the Plan Commission Order by Common Council Resolution 2014-07; and

WHEREAS, as part of the previous approval various public improvement projects were listed as part of the Economic Development Plan; and

WHEREAS, a number of those projects including the acquisition of properties necessary for the future widening of Union Street in the area improvement project were included in the economic development plan; and

WHEREAS, the City has acquired properties located in the corridor located both north and south of the parcels; and

WHEREAS, the property owners desire to sell the respective properties at this time; and

WHEREAS, the Administration is asking the legislative body for its review and approval of adding certain properties to the City's acquisition list to implement a portion of these projects; and

WHEREAS, the description of the property that is proposed to be added is as follows:

1014 and 1430 South Union Street

Lot 15 Towles 2nd Add
Parcel ID#- 016-1132-5190

Lot 4 Towles 1st Blk 10a
Parcel ID#- 016-1137-5370

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Mishawaka, Indiana, as follows:

1. The referenced parcels are hereby added to the City's acquisition list as part of the consolidated area improvement projects

2. This Resolution shall be in full force and effect from and after its passage by the Common Council.

Passed and adopted at a meeting of the Common Council of the City of Mishawaka, Indiana, held on September 14th, 2026.

COMMON COUNCIL OF THE
CITY OF MISHAWAKA, INDIANA

____
Gregg Hixenbaugh, President

ATTEST:

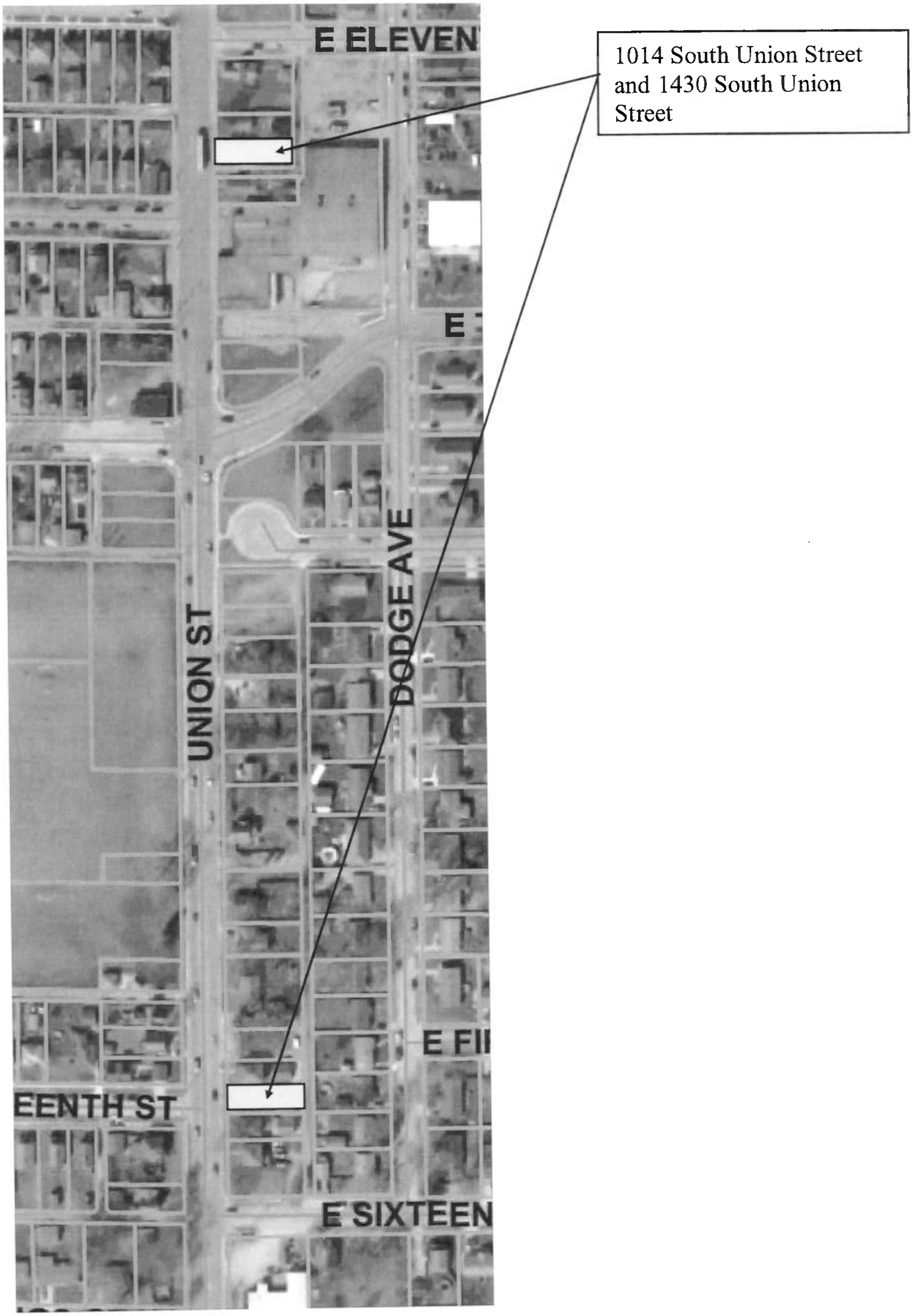
____
Deborah S. Block
Clerk of the City of Mishawaka, Indiana

Presented by me to the Mayor of the City of Mishawaka, Indiana, on the ______ day of September, 2026, at the hour of _______ ____.m.

____
Deborah S. Block
Clerk of the City of Mishawaka, Indiana

This Resolution approved and signed by me on the _______ day of September, 2026, at the hour of _________ ___.m.

____
David A. Wood
Mayor of the City of Mishawaka, Indiana


1014 South Union Street and 1430 South Union Street
E ELEVEN
E
UNION ST
DODGE AVE
E FI
EENTH ST
E SIXTEEN

BUY AND SELL AGREEMENT

THIS AGREEMENT made and entered into as of the 24th day of August, 2026 by and between **Chris A. and Joanna R. White**, hereinafter referred to as "Seller", and **CITY OF MISHAWAKA,** acting by and through its Redevelopment Commission, hereinafter referred to as "Buyer", All of St. Joseph County, State of Indiana,

WITNESSETH THAT:

The Seller promises and agrees to sell and convey to the Buyer, and the Buyer promises and agrees to purchase of and from the Seller, for the sum of **One Hundred and Thirty Nine Thousand Nine Hundred Dollars ($139,900)**, the property's located at **1014 South Union Street.**, City of Mishawaka, 46544 St. Joseph County, Indiana, more particularly described as follows:

1014 South Union Street

Lot 4 Towles 1st Blk 10a
Parcel ID- 016-1137-5370

This purchase is contingent on the following:

1. Upon the Seller's approval of his agreement, the Buyer will order two appraisals of the properties. If the average of the two property appraisals is equal to or greater than $139,900, the purchase price shall be $139,900. If the average of the two appraisals is below $139,900, the purchase price may be the average of the two property appraisals if approved by the Seller, or other price as negotiated and agreed to by both the Buyer and Seller.

2. As a public entity, the Buyer is subject to specific purchasing laws identified by the Indiana Code. This includes adding this property to an official acquisition list that requires the approval of the Common Council of the City of Mishawaka.

3. Unless mutually agreed to prior to closing, Seller shall remove any items, personal items, furniture, material, or debris stored within the buildings and properly dispose of any chemicals or materials in accordance with applicable laws and restrictions.

Subject to and upon the terms and conditions hereinafter set forth:

1. Buyer shall obtain, at Buyer's expense, a commitment for the purchase price Owner's Policy of Title Insurance in which the title insurance company shall agree to insure merchantable title in the name of the Buyer after delivery of a Deed to Buyer from Seller. Any defects in title which tend to render the same un-merchantable shall be submitted by the Buyer to the Seller in writing and the Seller shall be given reasonable time to correct the same. If the Seller shall fail or refuse to cause such defects to be corrected, Buyer shall have the option of accepting title subject to defects, or of terminating this Agreement.

2. After the title to the described real estate has been approved by the Buyer, and upon payment of the balance of the purchase price by the Buyer to the Seller, the Seller shall execute and deliver a Warranty Deed conveying the real estate above described to the Buyer, free and clear of all liens and encumbrances, except as provided herein, and subject to all covenants, restrictions, easements, and zoning ordinances of record.

3. It is understood and agreed by the parties hereto that Buyer is purchasing the real estate covered by this agreement in an "as is" condition and that Seller has made no guarantees or warranties, expressed or implied, concerning said personal property, real estate, or any improvements thereon.

4. Pending the timely delivery of the aforementioned appraisals, this Transaction shall be closed on or about the 15th day of September 2026 as may be agreed by both the Buyer and Seller subject to Title Company availability. This time may be moved up or back by mutual agreement of both the Buyer and the Seller.

5. Seller shall deliver possession of the real estate above described to the Buyer at the time of closing. The Seller has identified that no tenants are currently residing on the property. Furthermore, the Seller agrees to deliver possession to the buyer with no tenants occupying the premises nor with any tenants holding any lease hold interest in the property. The Buyer shall be permitted to inspect the premises on the day of closing to insure the building is not occupied.

6. Seller shall have the right to limited salvage rights in the real estate. All such salvage rights are to be approved by the Buyer prior to Seller exercising his salvage rights. Salvage shall specifically not include anything that would structurally modify or impact the structure. As part of any salvage, the Seller shall be responsible for maintaining a secure structure not creating any openings that would freely allow birds, animals, or people to enter the building. The Seller shall have the time up to the closing of the transaction to complete any salvage work.

7. Risk of loss or damage to any improvements located upon the real estate above described shall remain with the Seller until the time of delivery of the Warranty Deed conveying title from Seller to Buyer and possession of the premises by Buyer.

8. Seller acknowledges that because Federal Funds may be used by the Buyer in the purchase of the subject property that the sale on behalf of the Seller is voluntary. Seller further acknowledges that the Buyer will not use the power of eminent domain to acquire the property. Seller acknowledges that the estimate of the fair market value of the property is $139,900. Seller further acknowledges that since the purchase is a voluntary, arm's length transaction, Seller would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation.

9. Seller shall pay any unpaid taxes and assessments for prior years. Taxes for the year 2026, payable in 2027, shall be prorated to the date of closing based upon the last official tax rate.

10. The covenants, agreements, and conditions herein contained shall be binding upon the parties hereto and shall also extend to and be binding upon their respective heirs, legal representatives, and assigns.

11. The Seller shall assist with and provide any documentation relative to known environmental conditions on the property including but not limited to underground tanks and other existing conditions on the property of an environmental nature. This shall include providing the buyer with any existing environmental reports such as a Phase 1 or Phase 2 environmental studies, if they exist.

12. Vendor's Affidavit. Seller shall provide Buyer with an executed Vendor's Affidavit at the Closing in form acceptable to the Title Company.

13. In addition to any other obligations assumed by Seller hereunder, Seller shall pay, for deed preparation, and one-half (1/2) of Metropolitan Title Company closing fees. Buyer shall pay the other one-half (1/2) of closing fees, plus the costs associated with recording the deed.

14. Seller shall be responsible for maintaining the property until Closing and for paying for all necessary maintenance and repairs. Seller shall also maintain a proper insurance on the property until Closing, fully insuring it against loss.

15. In the event that the Seller or Buyer breaches any of the terms of this Agreement and the party not in default employs attorneys to protect or to enforce its rights hereunder and prevails, then the party in default agrees to pay all reasonable costs, attorney fees, and expenses incurred by the party not in default in enforcing the covenants and agreements contained herein.

16. No modification to this Agreement shall be valid unless in writing and signed by all parties.

17. If any provision of this Agreement is deemed void or unenforceable, the same shall in no way impair the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

18. It is expressly agreed and understood that this Agreement contains all of the agreements of the parties and that no verbal agreements of any kind shall be binding upon the parties.

19. BUYER BROKER COMPENSATION: Seller to pay Buyer Broker in the amount of 3 % of purchase price on behalf of the buyer.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

BUYER

CITY OF MISHAWAKA, acting by and Through its Redevelopment Commission
By:

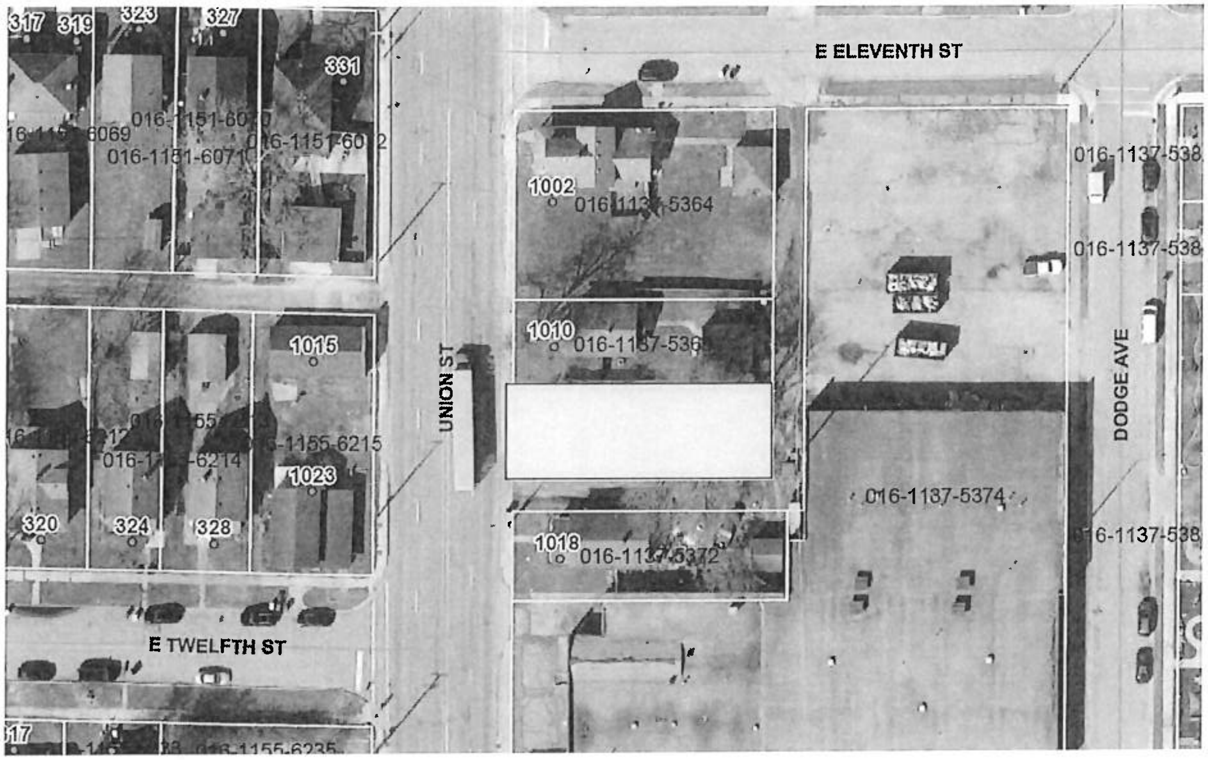
Janet Whitfield-Hyduk, President

Kris Ermeti, Secretary

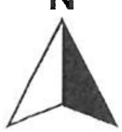
SELLER

Chris A White 07/30/26
Chris A. White

Joanna R White 07/30/26
Joanna R. White



Location **Map:**



1014 South Union Street

PURCHASE AGREEMENT
(IMPROVED PROPERTY)
For use only by members of the Indiana Association of REALTORS®

Date: August 25, 2026

A. BUYER: City of Mishawaka

("Buyer)" agrees to buy the following property from the owner ("Seller") for the consideration and subject to the following terms, provisions, and conditions:

PROPERTY: The property ("Property") is known as 1430 Union St. in Penn Township, St Joseph County, Mishawaka Indiana, 46544 (zip code), legally described as: LOT 15 TOWLES 2ND ADD together with any existing permanent improvements and fixtures attached **(unless leased or excluded),** including, but not limited to, electrical and/or gas fixtures, heating and central air-conditioning equipment and all attachments thereto, built-in kitchen equipment, sump pumps, water softener, water purifier, fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles and fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas, wall mounts, satellite dishes, storage barns, all landscaping, mailbox, garage door opener(s) with control(s) AND THE FOLLOWING: **(If applicable, any smart home devices should be addressed in this paragraph.)**
all appliances listed in the mls

EXCLUDES THE FOLLOWING (include leased items): ____________

The terms of this Agreement will determine what items are included/excluded, not the Seller's Disclosure Form, multiple listing service or other promotional materials. All items sold shall be fully paid for by Seller at time of closing the transaction.

Buyer should verify and rely upon Buyer's own determination of total square footage, land, room dimensions or community amenities if material, and releases the Seller, the Listing and Selling Brokers and all licensees associated with Brokers from any and all liability relating to such determination.

B. PRICE: Buyer will pay the total purchase price of ($ 225,000.00) Two Hundred Twenty-Five Thousand U.S. Dollars for the Property. If Buyer obtains an appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed upon purchase price. If appraised value is less than the agreed upon purchase price Buyer retains the option to proceed toward closing at the agreed upon purchase price. If Buyer is not willing or able to proceed at the agreed upon purchase price then: 1) either party may terminate this Agreement; or 2) parties may mutually agree to amend the agreed upon price.

C. EARNEST MONEY:

1. **SUBMISSION**: Buyer submits $1,000.00 U.S. Dollars as earnest money which shall be applied to the purchase price at closing. If not submitted with Purchase Agreement, **Earnest money shall be delivered to Escrow Agent within** 48 ☒ **hours** ☐ **days after acceptance of offer to purchase.** Escrow Agent to be ☐ Listing Broker ☐ Selling Broker ☒ Other: TBD. Escrow Agent shall, after acceptance of the Agreement and **within two (2) banking days of receipt of the earnest money**, deposit the earnest money into its escrow account and hold it until time of closing the transaction or termination of this Agreement. Earnest money shall be returned promptly to Buyer in the event this offer is not accepted. If Buyer fails to timely submit Earnest Money to Escrow Agent as agreed to above, Buyer agrees Seller may terminate this Agreement by serving a Notice of Termination to Buyer prior to Escrow Agent's receipt of the Earnest Money.

2. **DISBURSEMENT**: Upon notification that Buyer or Seller intends not to perform, and if Escrow Agent is the Broker, then Broker holding the Earnest Money may release the Earnest Money as provided in this Agreement. If no provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail of the intended payee of the Earnest Money as permitted in 876 IAC 8-2-2. If neither Buyer nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified letter, Broker may release the Earnest Money to the party identified in the certified letter. If Escrow Agent is anyone other than a Broker, the 60 day letter release process will not be available. If the Escrow Agent is the Broker, Broker shall be absolved from any responsibility to make payment to Seller or Buyer unless the parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876 IAC 8-2-2 (release of earnest money). Buyer and Seller agree to hold the Broker harmless from any liability, including attorney's fees and costs for good faith disbursement of Earnest Money in accordance with this Agreement and licensing regulations.

D. METHOD OF PAYMENT: (Check appropriate paragraph number)

1. ☒ **CASH**: The entire purchase price shall be paid in cash, U.S. Dollars, and no financing is required. Buyer to provide proof of funds submitted ☒ with offer ☐ within ______________ days of acceptance. If Buyer fails to timely submit proof of funds, Buyer agrees Seller may terminate this Agreement by serving a Notice of Termination prior to receiving the proof of funds.
   Buyer ☒ will ☐ will not have an appraisal.
2. ☐ **NEW MORTGAGE**: Completion of this transaction shall be contingent upon the Buyer's ability to obtain a
   ☐ Conventional ☐ Insured Conventional ☐ FHA ☐ VA ☐ USDA ☐ Other: ______________
   first mortgage loan for __________ % of purchase price, payable in not less than ______ years, with an original rate of interest not to exceed ______ % per annum and not to exceed ______ points. Buyer shall pay all costs of obtaining financing, except for any Seller concessions agreed to by Seller. Any inspections and charges which are required to be made and charged to Buyer or Seller by the lender, FHA, VA, USDA or mortgage insurer, shall be made and charged in accordance with their prevailing rules or regulations and shall supersede any provisions of this Agreement.
3. ☐ **ASSUMPTION**: (Attach Financing Addendum)
4. ☐ **CONDITIONAL SALES CONTRACT**: (Attach Financing Addendum)
5. ☐ **OTHER METHOD OF PAYMENT**: (Attach Financing Addendum)

E. TIME FOR OBTAINING FINANCING:

1. **APPLICATION:** Within __na__ days after the acceptance of this Agreement, Buyer agrees to make written application for any financing necessary, to complete this transaction or for approval to assume the unpaid balance of the existing mortgage and to make a diligent effort to meet the lender's requirements and to obtain financing in cooperation with the Broker and Seller. **Buyer directs lender to order appraisal immediately.**
2. **APPROVAL:** No more than __na__ days after acceptance of this Agreement shall be allowed for obtaining loan approval, which shall include a completed appraisal, if required by lender or mortgage assumption approval. If an approval is not obtained within the time specified above, this Agreement may terminate unless an extension of time for this purpose is mutually agreed to in writing.

F. SELLER CONTRIBUTIONS:

1. ☐ **SELLER CONCESSIONS:** Seller shall provide an allowance up to $__________ U.S. Dollars or ______ % of purchase price to be used by Buyer toward any allowed closing costs.
2. ☒ **BUYER BROKER COMPENSATION:** Seller to pay Buyer Broker in the amount of $__________ U.S. Dollars or __3.000__ % of purchase price. The payment of compensation does not create an agency relationship between Buyer Broker and Seller.

G. CLOSING:

1. **DATE:** The closing of the sale (the "Closing Date") shall be on or before __September 23, 2026__, or within __---__ days after __-----__, whichever is later or this Agreement shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the latest date above must be by mutual written agreement of the parties.
2. **FEE:** The settlement or closing fee incurred in conducting the settlement charged by the closing agent or company shall be paid by ☐ **Buyer (included in allowance, if provided)** ☐ **Seller** ☒ **Shared equally.**
3. **CONTINGENCY:** This Agreement:
   ☒ is not contingent upon the closing of another transaction;
   ☐ is contingent upon the closing of the pending transaction on Buyer's property location at: ______________
   ____

scheduled to close by ____. Should that transaction not close, this Purchase Agreement is null and void and the earnest money shall be refunded to Buyer promptly.

☐ **is contingent upon the acceptance of a Purchase Agreement on Buyer's property:**

☐ **Addendum to Purchase Agreement First Right Contingency. See attached Addendum.**

☐ **Addendum to Purchase Agreement Limited Purchase Contingency Right. See attached Addendum.**

4. **GOOD FUNDS:** Notwithstanding terms to the contrary, the Parties agree that as a condition to Closing, all funds delivered to the closing agent's escrow account be in such form that the closing agent shall be able to disburse in compliance with I.C. 27-07-3.7 et. seq. Therefore, all funds from a single source of $10,000, U.S. Dollars, or more shall be wired unconditionally to the closing agent's escrow account and all funds under $10,000, U.S. Dollars, from a single source shall be good funds as so defined by statute. Buyer is advised that the cost incurred to wire funds on behalf of and the actual cost incurred shall appear on the closing statement.
5. **WIRE FRAUD**: If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM BROKER OR TITLE COMPANY, do not respond until you verify the authenticity by direct communication with Broker or Title Company. Do not rely on telephone numbers provided in the electronic communication. Such requests may be part of a scheme to steal funds or use your identity.

H. POSSESSION:

1. **DELIVERY**: Possession, including all existing means of access to the Property, shall be delivered to Buyer ☒ **at closing OR in accordance with the time period agreed in:** ☐ **A Pre-Closing Possession Agreement (see attached)** ☐ **A Post-Closing Possession Agreement (see attached)** ☐ **Leased Property Addendum (see attached)**. If Seller does not deliver possession by the date and time required in the first sentence of this paragraph, Seller shall pay Buyer $________________ U.S. Dollars per day as **liquidated damages** until possession is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available against the Seller.
2. **MAINTENANCE OF PROPERTY: During the period from acceptance of this Agreement until closing** Seller shall maintain the Property in its present condition, subject to repairs in response to any inspection. Buyer may inspect the Property prior to closing to determine whether Seller has complied with this paragraph. **Seller shall remove all debris and personal property not included in the sale.**
3. **CASUALTY LOSS:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to closing, Buyer, at Buyer's option, may either **(a) terminate this Agreement with prompt return of earnest money to Buyer or (b) elect to close the transaction,** in which event Seller's right to all real property insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.
4. **UTILITIES/MUNICIPAL SERVICES:** Seller shall pay for all municipal services and public utility charges through the day of **possession**.
5. **HOME HEATING FUEL**: Any remaining fuel stored in tank(s) ☐ **to be included in the sale** ☐ **will be purchased by Buyer at current market price measured within five (5) days prior to closing** ☒ **not applicable**.

I. SURVEY: Buyer shall receive a **(Check one)** ☐ **SURVEYOR LOCATION REPORT,** which is a survey where corner markers are not set; ☐ **BOUNDARY SURVEY,** which is a survey where corner markers of the Property are set prior to closing; ☒ **WAIVED**, no survey unless required by lender; **at (Check one)** ☐ **Buyer's expense (included in allowance, if provided** ☐ **Seller's expense** ☐ **Shared equally.** The survey shall (1) be received prior to closing and certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all improvements and easements. If Buyer waives the right to conduct a survey, the Seller, the Listing and Selling Brokers, and all licensees associated with Brokers are released from any and all liability relating to any issues that could have been discovered by a survey. This release shall survive the closing.

J. FLOOD AREA: If the property is located in a flood plain, Buyer may be required to carry flood insurance at Buyer's expense. Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance agents regarding the need for flood insurance and possible premium increases. **Buyer** ☒ **may** ☐ **may not terminate this Agreement if the Property requires flood insurance**.

K. BUILDING USE LIMITATIONS: Buyer's intended use for the Property is ☒ **single-family, owner occupied use** ☐ **rental (long or short term) and/or** ☐ **other ______________________________. Buyer shall have ______________ days ("Diligence Period") after acceptance of Purchase Agreement to satisfy the following building or use limitation**:

☐ This Agreement is NOT contingent on the satisfaction of any building or use limitation(s).

☐ This Agreement IS contingent on the satisfaction of the following building or use limitation(s): ______________________________

☐ This Agreement IS contingent on the Buyer's satisfaction with any rental cap or other restriction(s) or limitation(s) ("Rental Limitation") which may prevent Buyer from satisfactorily using the Property as indicated. Buyer shall use the Diligence Period to investigate whether any Building or Use Limitation(s) exists or may exist. If, during the Diligence Period, Buyer gives Seller a written objection detailing Building Use Limitation(s) which may limit Buyer's intended use of the Property, Buyer may terminate this Agreement by submitting a Mutual Release. If the Diligence Period expires and the Buyer has not given a Mutual Release, then the Buyer shall be deemed to have accepted any Building Use Contingencies.

L. HOMEOWNER'S INSURANCE: Completion transaction shall be contingent upon the Buyer's ability to obtain a favorable written commitment for homeowner's insurance within **na** days after acceptance of this Agreement. Buyer should consult with one or more insurance agents regarding optional, or additional, coverage.

M. ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE: Buyer and Seller acknowledge that Listing Broker, Selling Broker and all licensees associated with Brokers are NOT experts and have NO special training, knowledge or experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and other biological contaminants ("Environmental Contaminants") which might exist and affect the Property. Environmental Contaminants at harmful levels may cause property damage and serious illness, including but not limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young children and/or the elderly. Buyer is STRONGLY ADVISED to obtain inspections (see below) to fully determine the condition of the Property and its environmental status. The ONLY way to determine if Environmental Contaminants are present at the Property at harmful levels is through inspections.
Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental Contaminants and release and hold harmless all Brokers, their companies and licensees from any and all liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result, repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants. This release shall survive the closing.

N. INSPECTIONS: (Check appropriate paragraph(s))
Buyer has been made aware that independent inspections disclosing the condition of the property may be conducted and has been afforded the opportunity to require such inspections as a condition of this Agreement.

1. ☒ **BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**
Buyer WAIVES inspections and relies upon the condition of the Property based upon Buyer's own examination and releases the Seller, the Listing and Selling Brokers and all licensees associated with Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing. Inspections required by law, FHA/VA/USDA, down payment assistance program or by lender are not included in this waiver.
2. ☐ **BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS** (including Lead-Based Paint)
Buyer reserves the right to have independent inspections in addition to any inspection required by law, FHA/VA/USDA, down payment assistance program or Buyer's lender(s). All inspections shall be:
   a. At Buyer's expense (unless agreed otherwise by the parties or required by lender);
   b. Conducted by licensed, independent inspectors or qualified independent contractors selected by Buyer within the following time periods.

   Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections. Seller must make **all areas of the Property** available and accessible for Buyer's inspection.
3. ☐ **PROPERTY IS SOLD "AS IS"**. See Attached Addendum.

O. INSPECTION/RESPONSE PERIOD (Does not apply with As Is Addendum):
1. **INITIAL INSPECTION PERIOD:** Buyer shall order all independent inspections after acceptance of the Purchase Agreement. Buyer shall have ____ days beginning the day following the date of acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").
2. **SCOPE OF INSPECTION**: Inspections may include but are not limited to the condition of the following systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space,

well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint that is in good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or the following: ___________
____.

3. **ADDITIONAL INSPECTION:** If the **INITIAL** inspection report reveals the presence of lead-based paint, radon, mold and other biological contaminants, or any other condition that requires further examination or testing, then Buyer shall notify Seller in writing and have _____ **additional days from the deadline listed above to order, receive and respond in writing to all inspection reports.**
4. **INSPECTION RESPONSE(S) REQUIRED:** If the Buyer does not comply with any Inspection/Response Period or make a written objection to any problem revealed in a report within the applicable Inspection/Response Period, the Property shall be deemed to be acceptable. If one party fails to respond or request in writing an extension of time to respond to the other party's Independent Inspection Response, then that inspection response is accepted. A timely request for extension is not an acceptance of the inspection response, whether or not granted. A reasonable time period to respond is required to prevent misuse of this acceptance provision. Factors considered in determining reasonable time periods include, but are not limited to, availability of responding party to respond, type and expense of repairs requested and need of responding party to obtain additional opinions to formulate a response.
5. **IF DEFECT IS IDENTIFIED:** If an Inspection Report reveals a DEFECT(S) with the Property, the Buyer must:
   a. Provide the inspection report, or relevant parts thereof, to the Seller; and
   b. Give the Seller the opportunity to remedy the defect(s).
6. **SELLER RESPONSE TO INSPECTION DEFECT**: If Seller is unable or unwilling to remedy the defect(s) to Buyer's reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this Agreement or waive such defect(s) and the transaction shall proceed toward closing. Seller may terminate this Agreement by submitting a Mutual Release if Buyer chooses to further negotiate with subsequent Inspection Response(s).
7. **DEFECT DEFINED:** Under Indiana law, "Defect" means a condition that would have a significant adverse effect on the value of the Property, that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.
8. **PREVIOUSLY DISCLOSED DEFECT:** Buyer agrees that any property defect(s) previously disclosed by Seller, or routine maintenance and minor repair items mentioned in any report, shall not be a basis for termination of this agreement.
9. **INSPECTION RELEASE:** Buyer releases and holds harmless all Brokers and their companies from any and all liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result, repair, disclosed defect or deficiency affecting the Property, including but not limited to lead-based paint, radon, mold and other biological contaminants. This release shall survive the closing.

P. LIMITED HOME WARRANTY PROGRAM:

Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer which ☐ **will** ☒ **will not** be provided at a cost not to exceed $_____________________ U.S. Dollars charged to ☐ **Buyer** ☐ **Seller and ordered by** ☐ **Buyer** ☐ **Seller**. Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM may not cover any pre-existing defects in the Property nor replace the need for an independent home inspection. Broker may receive a fee from the home warranty provider and/or a member benefit. The Limited Home Warranty Program is a contract between Buyer/Seller and the Home Warranty Provider.

The Parties agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with the Home Warranty Provider.

Q. DISCLOSURES: (Check one)

1. Buyer ☒ **has** ☐ **has not** ☐ **not applicable** received and executed SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE.
2. Buyer ☒ **has** ☐ **has not** ☐ **not applicable** received and executed a LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGEMENT.

R. TITLE APPROVAL: Prior to closing, Buyer shall be furnished with ☒ **a title insurance commitment for the most current and comprehensive ALTA Owner's Title Insurance Policy available** in the amount of the purchase price or ☐ **an abstract of title continued to date,** showing marketable title to Property in Seller's name. Seller must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage assumed by Buyer and any restrictions or easements of record not materially interfering with Buyer's intended use of the Property. A title company, at Buyer's request, can provide information about availability of various additional title insurance coverages and endorsements and the associated costs.

OWNER'S TITLE INSURANCE PREMIUM and that portion of Title Service Fees incurred to prepare the Owner's Policy (including title search and examination and commitment preparation), to be paid by ☐ **Buyer (included in allowance, if provided)** ☒ **Seller** ☐ **Shared equally.**

LENDER'S TITLE INSURANCE PREMIUM and that portion of Title Service Fees incurred to prepare the Lender's Policy (including title search and examination and commitment preparation), if applicable, to be paid by ☒ **Buyer (included in allowance, if provided)** ☐ **Seller** ☐ **Shared equally** ☐ **Other** ______________________________

The parties agree that ☒ **Seller** ☐ **Buyer** will select a title insurance company to issue a title insurance policy and will order the commitment ☐ **immediately** or ☐ **other**: ______________________________

Pursuant to Federal and State Law, Seller cannot make Seller's selection of a title insurance provider a condition of this Agreement.

Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed and vendor's affidavit), so that marketable title can be conveyed.

S. TAXES: (Check appropriate paragraph number)

1. ☐ Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on ______________________, and all taxes due thereafter. At or before closing, Seller shall pay all taxes for the Property payable before that date.
2. ☒ All taxes that have accrued for any **prior calendar year** that remain unpaid shall be paid by Seller either to the County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the **current calendar year** shall be prorated on a calendar-year basis as of the day immediately prior to the Closing Date.
3. ☐ For recent construction or other tax situations, Seller will give a tax credit of $ ____________ U.S. Dollars to Buyer at closing. This shall be a final settlement.

For purposes of paragraph 1 and 2: For the purpose of determining the credit amount for accrued but unpaid taxes, taxes shall be assumed to be the same as the most recent year when taxes were billed based upon *certified* tax rates. This shall be a final settlement.

WARNING:

***The succeeding year tax bill for recently constructed homes or following reassessment periods may greatly exceed the last tax bill available to the closing agent.**

***Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.**

***Buyer may apply for current-year exemptions/credits at or after closing.**

T. PRORATIONS AND SPECIAL ASSESSMENTS: Insurance, if assigned to Buyer, interest on any debt assumed or taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall pay any special assessments applicable to the Property for municipal improvements previously made to benefit the Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in assessments and that no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing conditions. Public or municipal improvements which are not completed as of the date above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special assessments for municipal improvements completed after the date of this Agreement.

U. TIME: Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in writing to a different date and/or time. Unless otherwise stated, all time periods shall begin the day after the acceptance of this Agreement.

Note: Seller and Buyer have the right to withdraw any offer/counter-offer prior to written acceptance and delivery of such offer/counter-offer.

V. HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION ("Association"): If the property is located in a community governed by a mandatory homeowners association, the following must be provided by the Seller to Buyer within 7 days after acceptance of this Agreement, but not later than ten (10) days prior to closing pursuant to I.C. 32-21-5-8.5: 1. A disclosure that the property is in a community governed by a homeowners association; 2) A copy of the recorded governing documents; 3) a statement indicating there are assessments and the amount of any assessments; 4) The following information about a board member, homeowners association agent, or other person who has a contract with the homeowners association to provide any management services for the homeowners association: (A) the name. (B) the business or home address. Brokers are not responsible for obtaining, verifying or interpreting this information. The parties agree that Brokers and their companies shall be released and held harmless from any and all liability arising out of or related to these documents.

If the Buyer does not make a written response to the documents within 7 days after receipt, the documents shall be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in writing, within 7 days after Buyer's approval of the documents. Fees charged by the "Association", or its management company, for purposes of verification of good standing and/or transfer of ownership shall be shared equally by Buyer and Seller.
Start-up or one time reserve fees, if any, shall be paid by Buyer.

Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable. Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that could affect the Property.

W. ATTORNEY'S FEES: Any party to this Agreement who is the prevailing party in any legal or equitable proceeding against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

X. FAIR HOUSING: The parties acknowledge that the Fair Housing Act prohibits discrimination in housing because of race, color, national origin, religion, sex, familial status, and disability. **Due to Fair Housing risks, Brokers will not prepare, review, or submit personal information letters, including photographs, from Buyer to Seller.** The National Association of REALTORS® Code of Ethics also prohibits REALTORS® from discriminating on the basis of sexual orientation or gender identity.

Y. ADDITIONAL PROVISIONS:

1. Unless otherwise provided, any proration(s) for rent, taxes, insurance, damage deposits, association dues/assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.
2. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence insurance. Broker is not responsible for providing or verifying this information.
3. The Indiana State Police has created a registry of known meth contaminated properties which can be found at www.in.gov/meth. Click on "Clan Lab Addresses." Broker is not responsible for providing or verifying this information.
4. The Indiana Sheriff's Sex Offender Registry (www.indianasheriffs.org) exists to inform the public about the identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for providing or verifying this information.
5. Conveyance of this Property shall be by general Warranty Deed, or by --- subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.
6. If it is determined Seller is a "foreign person" subject to the Foreign Investment in Real Property Tax Act, Seller will pay applicable tax obligation.
7. Any notice required or permitted to be delivered shall be deemed received when personally delivered, transmitted electronically or digitally or sent by express courier or United States mail, postage prepaid, certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.
8. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and assigns. Buyer may not assign this Agreement without the consent of Seller.
9. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
10. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties' respecting the transaction and cannot be changed except by their written consent.
11. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.

12. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select providers other than those referred or recommended to them by Broker(s). The Parties agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with any service provider.
13. By signing below, the parties to this transaction acknowledge: 1) receipt of a copy of this Agreement; and 2) information regarding this transaction may be published in a listing service, Internet or other advertising media.
14. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed until this transaction is closed.
15. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email, text message and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.
16. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # ----____________________.
17. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.

Z. FURTHER CONDITIONS (List and attach any addenda): ____

AA. CONSULT YOUR ADVISORS: Buyer and Seller acknowledge they have been advised that, prior to signing this document, they may seek the advice of an attorney for the legal or tax consequences of this document and the transaction to which it relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the condition of the Property.

BB. ACKNOWLEDGEMENTS: This ☐ is ☒ is not a limited agency transaction. Buyer and Seller acknowledge that each has received agency office policy disclosures, has had agency explained, and now confirms all agency relationships. Buyer and Seller further acknowledge that they understand and accept agency relationships involved in this transaction.

EXPIRATION OF OFFER: Unless accepted in writing by Seller and delivered to Buyer **by** ______6______ **☐ AM ☒ PM ☐ Noon, on** ______**August 31, 2026**______, this Purchase Agreement shall be null and void and all parties shall be relieved of any and all liability or obligations.

This Agreement/contract together with any and all subsequent forms, amendments and addenda may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The parties agree that this Agreement, together with any and all subsequent forms, amendments and addenda may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original documents shall be promptly delivered, if requested.

LEGAL REMEDIES/DEFAULT: If this offer is accepted and Buyer fails or refuses to close the transaction, without legal cause, the earnest money shall be retained by Seller for damages Seller has or will incur. Seller retains all rights to seek other legal and equitable remedies, which may include specific performance and additional monetary damages. All parties have the legal duty to use good faith and due diligence in completing the terms and conditions of this Agreement. A material failure to perform any obligation under this Agreement is a default which may subject the defaulting party to liability for damages and/or other legal remedies, which, as stated above, may include specific performance and monetary damages in addition to loss of Earnest Money.

By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.

BUYER'S SIGNATURE	DATE	BUYER'S SIGNATURE	DATE
City of Mishawaka			
PRINTED		PRINTED	

SELLER'S RESPONSE: (Check appropriate paragraph number):

On ____________________, at ______________ ☐ AM ☐ PM ☐ Noon

1. ☐ The above offer is Accepted.

2. ☐ The above offer is Rejected.

3. ☐ The above offer is Countered. See Counter-Offer. Seller should sign both the Purchase Agreement and the Counter-Offer.

By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.

SELLER'S SIGNATURE	DATE	SELLER'S SIGNATURE	DATE
PRINTED		PRINTED	

RE/MAX 100 Office Agency Disclosure

(Indiana Real Estate Agency Relationships)

1. Purpose of This Disclosure

Indiana law requires Real Estate Licensees to disclose the nature of their agency relationships and the duties owed to consumers. This Office Agency Disclosure explains how RE/MAX 100 and its affiliated Licensees represent Buyers, Sellers, Landlords, and Tenants in real estate transactions.

This disclosure is provided pursuant to Indiana Code § 25-34.1-10-5 and applicable administrative rules.

This disclosure is available online at: **https://www.remax100.com/agency-disclosure**

2. Types of Agency Relationships

A. Seller's Agent

A Licensee who represents a Seller acts as the Seller's agent and owes the Seller the duties of:

- Loyalty
- Confidentiality
- Disclosure
- Accounting
- Reasonable care and skill

A Seller's agent must promote the interests of the Seller and disclose to the Seller all material information known by the Licensee, except confidential information about a Buyer.

B. Buyer's Agent

A Licensee who represents a Buyer acts as the Buyer's agent and owes the Buyer the duties of:

- Loyalty
- Confidentiality
- Disclosure
- Accounting
- Reasonable care and skill

A Buyer's agent must promote the interests of the Buyer and disclose to the Buyer all material information known by the Licensee, except confidential information about a Seller.

C. Limited Agency (Dual Representation)

In some transactions, a Licensee or Managing Broker may represent both the Buyer and the Seller. This is known as Limited Agency.

In a Limited Agency relationship:

- The Licensee owes limited duties to both parties
- The Licensee may not disclose, without written consent of both parties:
    - Confidential information
    - That a Buyer will pay more than the offered price
    - That a Seller will accept less than the listed price
    - The motivations of either party

A Limited Agency is permitted only with the informed written consent of both parties.

3. No Agency / Customer Relationship

A Licensee may assist a consumer as a customer without representing that consumer as an agent. In that situation, the Licensee does not owe fiduciary duties but must still act honestly and disclose adverse material facts required by law.

4. Duties Required by Indiana Law

Indiana law requires Licensees to:

- Treat all parties honestly
- Disclose adverse material facts
- Account for all money and property received
- Comply with all federal, state, and local laws, including Fair Housing laws

Licensees are not inspectors, engineers, attorneys, or tax advisors and recommend that parties seek professional advice where appropriate.

5. Broker Administrative Commission (BAC)

RE/MAX 100 Licensees may charge a Broker Administrative Commission ("BAC").

- BAC is not required by law
- BAC amounts may vary by individual Licensee
- BAC is negotiable
- BAC is retained by the Licensee and/or Brokerage as disclosed

Any BAC charged in a transaction must be disclosed separately and agreed to in writing by the Client.

6. Fair Housing and Non-Discrimination

RE/MAX 100 and its Licensees comply with all federal and Indiana Fair Housing laws and do not discriminate based on race, color, religion, sex, national origin, disability, familial status, sexual orientation, or gender identity.

7. Acknowledgment

By signing a real estate agreement with RE/MAX 100 or its Licensees, the Client acknowledges receipt, review, and understanding of this Office Agency Disclosure.

REMAX 100
3010 Hickory Rd
Mishawaka, IN 46545

LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
(SALES)

For use only by members of the Indiana Association of REALTORS®

PROPERTY ADDRESS: 1430 Union St., Mishawaka, IN 46544

LEAD WARNING STATEMENT

Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE

(a.) Presence of lead-based paint and/or lead-based paint hazards: ***(check (i) or (ii) below)***

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain) ____________

(ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b.) Records and reports available to the seller: ***(check (i) or (ii) below)***

(i) ☐ Seller has provided the buyer with all available records and reports including *Seller's Residential Real Estate Sales Disclosure form,* if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the housing (list and attach documents below): ____________

(ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

BUYER'S ACKNOWLEDGEMENT *(initial)*

(c.) _____Buyer has received copies of all information listed above.

(d.) _____Buyer has received the pamphlet Protect Your Family From Lead In Your Home.

(e.) _____Buyer has ***(check (i) or (ii) below):***

(i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards;

OR

(ii) ☒ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

BROKER'S ACKNOWLEDGMENT *(initial)*

(f.) _____Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance.**(NOTE: where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.)**

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

This *Certification* and *Acknowledgment* may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this *Certification* and *Acknowledgment* may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly delivered, if requested.

LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
(SALES)

For use only by members of the Indiana Association of REALTORS®

BUYER'S SIGNATURE DATE	SELLER'S SIGNATURE DATE
City of Mishawaka	
PRINTED	PRINTED
BUYER'S SIGNATURE DATE	SELLER"S SIGNATURE DATE
PRINTED	PRINTED
SELLING BROKER* DATE	LISTING BROKER DATE
Lance Roush	**Shelby Farrar**

***Only required if the Buyer's Broker receives compensation from the Seller.**

SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE
State Form 46234 (R8 / 7-25)

Date (month, day, year)
___/___/___

Property address (number and street, city, state, and ZIP code)
1430 Union St., Mishawaka, IN 46544

Seller states that the information contained in this Disclosure is correct to the best of Seller's **CURRENT ACTUAL KNOWLEDGE** as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The following information is not the representations of the real estate broker, if any. The form applies to residential real estate and purchases. Also, Indiana law (IC 32-21-5) generally requires sellers of 1–4-unit residential property to complete this form regarding the known physical condition of the property. IC 32-21-5-1(b) states that this form is **not** required for:

1. Transfers ordered by a court, including transfers:
   A. in the administration of an estate;
   B. by foreclosure sale;
   C. by a trustee in bankruptcy;
   D. by eminent domain;
   E. from a decree of specific performance;
   F. from a decree of divorce; or
   G. from a property settlement agreement.
2. Transfers by a mortgagee who has acquired the real estate at a sale conducted under a foreclosure decree or who has acquired the real estate by a deed in lieu of foreclosure.
3. Transfers by a fiduciary in the course of the administration of the decedent's estate, guardianship, conservatorship, or trust.
4. Transfers made from at least one (1) co-owner solely to at least one (1) other co-owner.
5. Transfers made solely to any combination of a spouse or an individual in the lineal line of consanguinity of at least one (1) of the transferors.
6. Transfers made because of the record owner's failure to pay any federal, state, or local taxes.
7. Transfers to or from any governmental entity.
8. Transfers involving the first sale of a dwelling that has not been inhabited.
9. Transfers to a living trust.

Purpose of Disclosure Form: Completion of this form shall satisfy the requirements of IC 32-21-5-7 that mandates the seller's disclosure of conditions relevant to the listed property. This disclosure is based on the Seller's current knowledge of the property's conditions and the improvements thereon, however that knowledge was gained. This disclosure form shall not be a warranty by the Seller and shall not be used as a substitute for an inspection or warranty that the purchaser may wish to obtain. This form is a statement of the conditions and other information about the property known by the Seller. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be part of any contract between the Buyer and the Seller. The Seller must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the property. The Buyer is encouraged to obtain his or her own professional inspections of this property. A Buyer may not invalidate a real estate transaction or a contract to purchase real estate due to the Buyer's failure to sign a Seller's disclosure form that has been received or acknowledged by the Buyer.

Instructions to the Seller(s): (1) Answer every question truthfully. (2) Report all known conditions affecting the property, regardless of how you know about them or when you learned. (3) Attach additional pages, if necessary, with your signature and the date and time of signing. (4) Complete this form yourself. (5) If an item does not apply to your property or is rented, mark "not applicable/rented." (6) If you truthfully do not know the answer to a question, mark "unknown." (7) If you learn any fact prior to closing that changes one or more of your answers to this form after you have completed and submitted it, immediately notify any potential buyer of the change in writing.

NOTE: "Defect" means a condition that would have a significant adverse effect on the value of the property, that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's broker, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller	Date (*mm / dd / yyyy*)	Signature of Buyer	Date (*mm / dd / yyyy*)
Signature of Seller	Date (*mm / dd / yyyy*)	Signature of Buyer	Date (*mm / dd / yyyy*)

The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

Signature of Seller (*at closing*)	Date (*mm / dd / yyyy*)	Signature of Seller (*at closing*)	Date (*mm / dd / yyyy*)

Property address (number and street, city, state, and ZIP code)
1430 Union St., Mishawaka, IN 46544

1. The following are in the conditions indicated:

A. APPLIANCES	Not Applicable / Rented	Defective	Not Defective	Unknown
Built-in Vacuum System				
Clothes Dryer				
Clothes Washer				
Dishwasher				
Disposal				
Freezer				
Gas Grill				
Hood				
Microwave Oven				
Oven				
Range				
Refrigerator				
Room Air Conditioner(s)				
Trash Compactor				
TV Antenna / Dish				
Other:				

B. ELECTRICAL SYSTEM	Not Applicable / Rented	Defective	Not Defective	Unknown
Security Systems(s)				
Ceiling Fan(s)				
Garage Door Opener / Controls				
Inside Telephone Wiring and Blocks / Jacks				
Light Fixtures				
Sauna				
Smoke / Fire Alarms				
Carbon Monoxide Detectors				
Switches and Outlets				
Vent Fan(s)				
☐ 60 ☐ 100 ☐ 200 Amp Service				
Generator				

C. WATER & SEWER SYSTEM	Not Applicable / Rented	Defective	Not Defective	Unknown
Cistern				
Septic Field / Bed				
Septic & Holding Tank / Septic Mound				
Hot Tub				
Plumbing				
Aerator System				
Sump Pump				
Irrigation Systems				
Water Heater / Electric				
Water Heater / Gas				
Water Heater / Solar				
Water Purifier				
Water Softener				
Well				
Geothermal and Heat Pump				
Other Sewer System *(Explain)*				
Swimming Pool & Pool Equipment				

	Yes	No	Unknown
Are the structures connected to a public water system?			
Are the structures connected to a public sewer system?			
Are there any additions that may require improvements to the sewage disposal system?			
If yes, have the improvements been completed on the sewage disposal system?			
Are the structure(s) connected to a private / community water system?			
Are the structure(s) connected to a private / community sewer system?			

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's broker, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller	Date *(mm / dd / yyyy)*	Signature of Buyer	Date *(mm / dd / yyyy)*
Signature of Seller	Date *(mm / dd / yyyy)*	Signature of Buyer	Date *(mm / dd / yyyy)*

The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

Signature of Seller *(at closing)*	Date *(mm / dd / yyyy)*	Signature of Seller *(at closing)*	Date *(mm / dd / yyyy)*

Property address (number and street, city, state, and ZIP code)
1430 Union St., Mishawaka, IN 46544

D. HEATING & COOLING SYSTEM	Not Applicable / Rented	Defective	Not Defective	Unknown
Attic Fan				
Boiler / Radiator				
Central Air Conditioning				
Electric Heat Pump				
Furnace Heat / Gas				
Furnace Heat / Electric				
Geothermal				
Solar House-Heating				
Woodburning Stove				
Fireplace				
Fireplace Insert				
Air Cleaner				
Humidifier				
Propane Tank				
Other Heating Source				

2. ROOF	Yes	No	Unknown
Age, if known: ____________Years.			
Does the roof leak?			
Is there present damage to the roof?			
Is there more than one layer of shingles on the house?			
If yes, how many layers? __________			
3. WATER HEATER			
Age, if known: ______________Years.			
4. FURNACE			
Age, if known: ______________Years.			
5. CENTRAL AIR CONDITIONING			
Age, if known: ______________Years.			

6. HAZARDOUS CONDITIONS	Yes	No	Unknown
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?			
Is there contamination caused by the manufacture of a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 15-19-3.1?			
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?			
Explain:			

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's broker, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller	Date (*mm / dd / yyyy*)	Signature of Buyer	Date (*mm / dd / yyyy*)
Signature of Seller	Date (*mm / dd / yyyy*)	Signature of Buyer	Date (*mm / dd / yyyy*)

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Signature of Seller (*at closing*)	Date (*mm / dd / yyyy*)	Signature of Seller (*at closing*)	Date (*mm / dd / yyyy*)

Property address (number and street, city, state, and ZIP code)
1430 Union St., Mishawaka, IN 46544

7. OTHER DISCLOSURES	Yes	No	Unknown
Do structures have aluminum wiring?			
Are there any foundation problems with the structures?			
Are there any encroachments?			
Are there any violations of zoning, building codes, or restrictive covenants?			
Does the property have a shared driveway with another property?			
Is the property subject to covenants, conditions and / or restrictions of a homeowner's association?			
Is the property subject to a homeowner's association assessment? If yes, what is the current amount? ______________			
Is this property located within a locally designated historic district under IC 36-7-11?			
Is the present use a non-conforming use? Explain:			
Is the access to your property via a private road?			
Is the access to your property via a public road?			
Is the access to your property via an easement?			
Have you received any notices by any governmental or quasi-governmental agencies affecting this property?			
Are there any structural problems with the building?			
Have any substantial additions or alterations been made without a required building permit?			
Are there moisture and/or water problems in the basement, crawl space area, or any other area?			
Is there any damage due to wind, flood, termites or rodents?			
Have any structures been treated for wood destroying insects?			
Is the property or a portion of the property located within a community's flood plain boundaries, as indicated in a Federal Emergency Management Agency Flood Insurance Rate Map? See https://msc.fema.gov/portal/home.			
Do you currently pay flood insurance?			
Is the property located near a military installation, within a state area of interest ((as defined in IC 36-7-30.2-6) and may be impacted to some degree by the effects of the installation's military operations? If yes, local laws may restrict use and development of the property to promote compatibility with military installation operation.			
Does the property contain underground storage tank(s)?			
Is the homeowner a licensed real estate broker?			
Is there any threatened or existing litigation regarding the property?			
Is the Owner subject to the Foreign Investment in Real Property Tax Act? See http://www.irs.gov/publications/p515/index.html.			
Is the property located within one (1) mile of an airport?			
Is the property subject to a conservation easement as defined in IC 32-23-5-2?			

8. ADDITIONAL COMMENTS AND/OR EXPLANATIONS:
(*Use additional pages and attach, if necessary*)

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's broker, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

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Signature of Seller	Date (*mm / dd / yyyy*)	Signature of Buyer	Date (*mm / dd / yyyy*)

The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

Signature of Seller (*at closing*)	Date (*mm / dd / yyyy*)	Signature of Seller (*at closing*)	Date (*mm / dd / yyyy*)

Residential Agent Full Detail Report

Schedule a Showing

Class RESIDENTIAL
Property Site-Built Home **Status** Active **CDOM** 4 **DOM** 4 **Auction** No

MLS 202634389 1430 Union Street Mishawaka IN 46544 **LP** $225,000

Area St. Joseph County **Parcel ID** 71-09-22-103-014.000-02 **Type** Site-Built Home **Waterfront** No
Sub Towles **Cross Street** **Bedrms** 3 **F Baths** 1 **H** 0
Township Penn **Style** One Story **REO** No **Short Sale** No
School District South Bend Community School Corp. **Elem** Lincoln
Intermediate **JrH** Jackson **SrH** Adams
Legal Description LOT 15 TOWLES 2ND ADD
Directions to Property Head west on Lincolnway E toward Campbell St. Turn left onto Church St. Continue onto Union St. Turn left onto E 16th St. Turn left. Destination will be on the left.

Inside City **City Zoning** **County** **Zoning**

Remarks Welcome to 1430 Union St, where comfort and functionality come together. The kitchen features all stainless steel appliances, creating a modern and practical space. The fenced backyard provides a great outdoor area for relaxing or entertaining. This home has a thoughtful layout with desirable features for everyday living.

Agent Remarks To schedule a showing and get access info please use ShowingTime. Tours can be scheduled by licensed agents and can be scheduled in advance. For questions, call Shelby Farrar at 463-218-9259. Finance/qualify for Lender Credit (max $7,500) lower.com/mls. To check offer status, access necessary buyer-signed documents & submit offers visit online portal www.opendoor.com/make-offer. Seller's closing attorney preference is OS National LLC. Buyer req'd to sign Affiliated Business Disc. FHA Eligible 9/24/2026 Buyer to verify square footage

Sec **Lot** **Lot Ac/SF/Dim** 0.1100 / 4,792 / 4600 **Lot Desc** 0-2.9999
Above Gd Fin SqFt 936 **Above Gd Unfin SqFt** 430 **Below Gd Fin SqFt** 700 **Ttl Below Gd SqFt** 936 **Ttl Fin SqFt** 1,636 **Year Built** 1978
Age 48 **New Const** No **Date Complete** **Ext** Vinyl **Bsm** Full Basement **#** 11
Basement Material

Room Dimensions

RM	DIM	LV
LR	x	
DR	x	
FR	x	
KT	x	
BK	x	
DN	x	
1B	11 x 10	M
2B	8 x 11	M
3B	11 x 9	M
4B	x	
5B	x	
RR	x	
LF	x	
EX	x	

Baths	Ful	Hal
B-Main	1	0
B-Upper	0	0
B-Blw G	0	0

Laundry Rm Main
Laundry x

Water Public
Well
Sewer Public
Fuel / Gas
Heating
Cooling Central Air

Dryer Hookup Gas No
Dryer Hookup Elec No
Dryer Hookup G/E No
Disposal No
Water Soft-Owned No
Water Soft-Rented No
Alarm Sys-Sec No
Alarm Sys-Rent No
Garden Tub No
Jet Tub No
Pool No
Pool Type
FIREPLACE Wood Burning, One

Fireplace Yes
Guest Qtrs No
Split Flrpln No
Ceiling Fan No
Skylight No
ADA Features No
Fence
Golf Course No
Nr Wlkg No
Garage Y/N Yes
Off Street

Garage 2.0 / Attache / 21 x 19 / 399.0
Outbuilding 1 None x
Outbuilding 2 x
Assn Dues **Frequenc** Not Applicable
Other Fees
Restrictions

Water **Wtr Name** **Water Frontage** **Channel Frontage**
Water **Water Type** **Lake**
Auctioneer **Lic** **Auction** **Tim** **Location**
Financing **Existing** **Proposed** **Excluded Party** None
Annual $2,469.90 **Exemptions** **Year Taxes Payable** 2025 **Assessed Value**
Possessio Closing
List Office Opendoor Brokerage LLC. - cell: 610-308-5670 **List Agent** Daniel Beirne - cell: 610-308-5670
Agent in-broker@opendoor.com **List Agent - User** NE2499 **List Team**
Co-List Office **Co-List Agent**
Showing
List Date 8/21/2026 **Start Showing** **Exp Date** **Owner/Seller a Real Estate** No **Agent/Owner** No
Seller Concessions Offer Y/N **Seller Concession Amount $**
Contract Type Exclusive Right to Sell **Special List Cond.** None
Virtual Unbranded Virtual Tour **Lockbox** Mechanical/Combo **Lockbox Location** Front Door **Type of**
Pending Date **Closing Date** **Selling Price** **How Sold**
Ttl Concessions **Sold/Concession** **Conc Paid By**
Sell Office **Sell Agent**
Co-Sell **Co-Sell Agent** **Sell Team**
Presented by: Lance Roush - Cell: 574-298-4527 / RE/MAX 100 - 574-255-5858

BUY AND SELL AGREEMENT

THIS AGREEMENT made and entered into as of the 25th day of August 2026 by and between Opendoor Property J LLC, hereinafter referred to as "Seller", and **CITY OF MISHAWAKA**, acting by and through its Redevelopment Commission, hereinafter referred to as "Buyer", All of St. Joseph County, State of Indiana,

WITNESSETH THAT:

The Seller promises and agrees to sell and convey to the Buyer, and the Buyer promises and agrees to purchase of and from the Seller, for the sum of **Two Hundred Twenty-Five Thousand dollars ($225,000.00)**, the property's located at **1430 South Union Street.**, City of Mishawaka, 46544 St. Joseph County, Indiana, more particularly described as follows:

Lot 15 TOWLES 2ND ADD
Parcel Number: 016-1132-5190

This purchase is contingent on the following:

1. Upon the Seller's approval of his agreement, the Buyer will order two appraisals of the properties. If the average of the two property appraisals is equal to or greater than $225,000., the purchase price shall be $225,000. If the average of the two appraisals is below $225,000., the purchase price may be the average of the two property appraisals if approved by the Seller, or other price as negotiated and agreed to by both the Buyer and Seller.

2. As a public entity, the Buyer is subject to specific purchasing laws identified by the Indiana Code. This includes adding this property to an official acquisition list that requires the approval of the Common Council of the City of Mishawaka.

3. Unless mutually agreed to prior to closing, Seller shall remove any items, material, or debris stored within the building and properly dispose of any chemicals or materials in accordance with applicable laws and restrictions.

Subject to and upon the terms and conditions hereinafter set forth:

1. Buyer shall obtain, at Buyer's expense, a commitment for the purchase price Owner's Policy of Title Insurance in which the title insurance company shall agree to insure merchantable title in the name of the Buyer after delivery of a Deed to Buyer from Seller. Any defects in title which tend to render the same un-merchantable shall be submitted by the Buyer to the Seller in writing and the Seller shall be given reasonable time to correct the same. If the Seller shall fail or refuse to cause such defects to be corrected, Buyer shall have the option of accepting title subject to defects, or of terminating this Agreement.

2. After the title to the described real estate has been approved by the Buyer, and upon payment of the balance of the purchase price by the Buyer to the Seller, the Seller shall execute and deliver a Warranty Deed conveying the real estate above described to the Buyer, free and clear of all liens and encumbrances, except as provided herein, and subject to all covenants, restrictions, easements, and zoning ordinances of record.

3. It is understood and agreed by the parties hereto that Buyer is purchasing the real estate and personnel property covered by this agreement in an "as is" condition and that Seller has made no guarantees or warranties, expressed or implied, concerning said personal property, real estate, or any improvements thereon.

4. Pending the timely delivery of the aforementioned appraisals, this Transaction shall be closed as soon as possible following the execution of the agreement, but no later than the 19th day of October 2026. This time may be moved up or back by mutual agreement of both the Buyer and the Seller.

5. Seller shall deliver possession of the real estate above described to the Buyer at the time of closing. The Seller has identified that no tenants are currently residing on the

property. Furthermore, the Seller agrees to deliver possession to the buyer with no tenants occupying the premises nor with any tenants holding any lease hold interest in the property. The Buyer shall be permitted to inspect the premises on the day of closing to insure the building is not occupied.

6. Risk of loss or damage to any improvements located upon the real estate above described shall remain with the Seller until the time of delivery of the Warranty Deed conveying title from Seller to Buyer and possession of the premises by Buyer.

7. Seller acknowledges that because Federal Funds may be used by the Buyer in the purchase of the subject property that the sale on behalf of the Seller is voluntary. Seller further acknowledges that the Buyer will not use the power of eminent domain to acquire the property. Seller acknowledges that the estimate of the fair market value of the property is $225,000. Seller further acknowledges that since the purchase is a voluntary, arm's length transaction, Seller would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation.

8. Seller shall pay any unpaid taxes and assessments for prior years. Taxes for the year 2027, payable in 2026, shall be prorated to the date of closing based upon the last official tax rate.

9. The covenants, agreements, and conditions herein contained shall be binding upon the parties hereto and shall also extend to and be binding upon their respective heirs, legal representatives, and assigns.

10. The seller shall assist with and provide any documentation relative to known environmental conditions on the property including but not limited to underground tanks and other existing conditions on the property of an environmental nature. This shall include providing the buyer with any existing environmental reports such as a Phase 1 or Phase 2 environmental studies, if they exist.

11. Vendor's Affidavit. Seller shall provide Buyer with an executed Vendor's Affidavit at the Closing in form acceptable to the Title Company.

12. In addition to any other obligations assumed by the Buyer hereunder, Buyer shall pay, for deed preparation, Title Company closing fees, plus the costs associated with recording the deed.

13. Seller shall be responsible for maintaining the property until Closing and for paying for all necessary maintenance and repairs. Seller shall also maintain a proper insurance on the property until Closing, fully insuring it against loss.

14. In the event that the Seller or Buyer breaches any of the terms of this Agreement and the party not in default employs attorneys to protect or to enforce its rights hereunder and prevails, then the party in default agrees to pay all reasonable costs, attorney fees, and expenses incurred by the party not in default in enforcing the covenants and agreements contained herein.

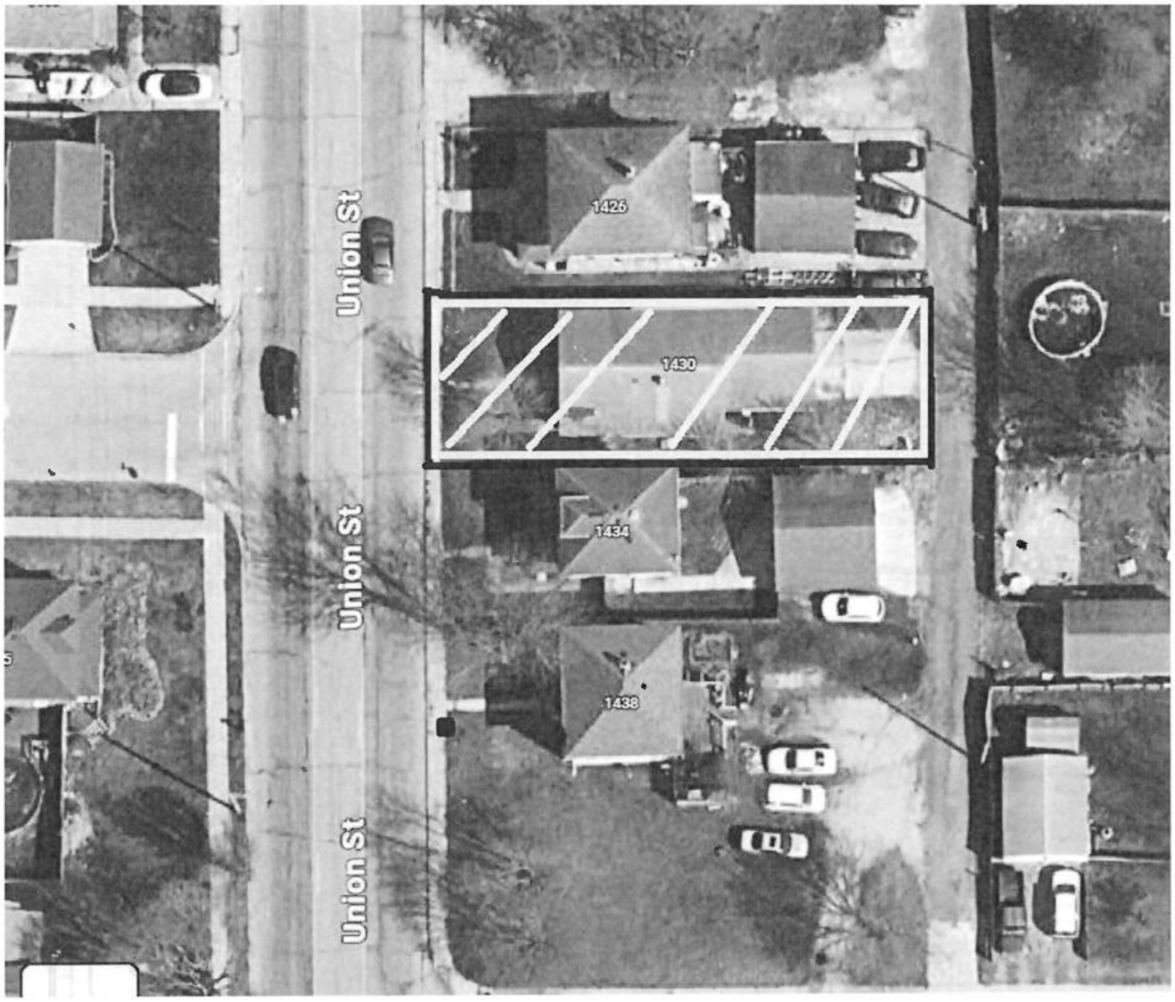
15. No modification to this Agreement shall be valid unless in writing and signed by all parties.

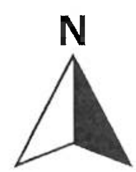
16. If any provision of this Agreement is deemed void or unenforceable, the same shall in no way impair the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

17. It is expressly agreed and understood that this Agreement contains all of the agreements of the parties and that no verbal agreements of any kind shall be binding upon the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

BUYER	SELLER
CITY OF MISHAWAKA, acting by and Through its Redevelopment Commission By:	Opendoor Property J LLC
____________________________ Janet Whitfield-Hyduk, President	____________________________ Opendoor Property J LLC
____________________________ Kris Ermeti, Secretary	____________________________





Location Map:

1430 South Union Street