

## **REAL PROPERTY TRANSFER AGREEMENT**

This Real Property Transfer Agreement is entered into as of October 28, 2025 (the “Effective Date”), by and between the City of South Bend, acting by and through its Board of Public Works, of 1300 N. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601 (the “City”) and the Cross Community, Inc., an Indiana non-profit corporation, with its registered address being 707 Sherman Ave, South Bend, IN 46616 (the “Organization”) (each a “Party,” and together the “Parties”).

### **RECITALS**

A. The City is a municipal corporation existing and operating pursuant to the laws of the State of Indiana.

B. The Organization is an Indiana non-profit corporation organized exclusively to conduct, support, encourage, and assist such charitable, educational, and other programs and projects as are described both in Section 170(c)(2)(B) and 501(c)(3) of the Internal Revenue Code and is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code.

C. The City owns the certain real property described in attached Exhibit A (the “Property”).

D. The Organization desires to acquire ownership of the Property from the City.

E. Pursuant to I.C. 36-1-11-1(b)(7), a sale or lease of property by the City to an Indiana non-profit corporation organized for educational, literary, scientific, religious, or charitable purposes that is exempt from federal income taxation under Section 501 of the Internal Revenue Code is not subject to the disposition requirements of I.C. 36-1-11.

F. The City, acting by and through the Board of Public Works, has determined that conveying the Property to the Organization under the terms of this Agreement is in the best interests of the residents of the City.

NOW, THEREFORE, in consideration of the mutual covenants stated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Organization agree as follows:

1. Qualifications of Organization. The Organization represents and warrants that (a) it is a non-profit corporation organized under the laws of the State of Indiana; (b) the Organization’s articles of incorporation dated November 11, 2016 as (the “Articles”), attached hereto as Exhibit B, have not been superseded or amended and currently remain in full force and effect; and (c) the Organization is currently exempt from federal income taxation as stated in the Internal Revenue Service letter dated December 15, 2016 , attached hereto as Exhibit C.

2. Transfer of Property. The City desires to convey the Property to the Organization for and in consideration of One Dollar (\$1.00), and the Organization desires to accept the Property, and any and all improvements located on the Property, subject to the terms and conditions of this Agreement.

3. Use of Property. The Organization agrees to use the Property only for purposes consistent with and permissible under its Articles and Section 501(c)(3) of the Internal Revenue Code and for no other purpose.

4. Closing. The City will convey title to the Property to the Organization by quit claim deed in substantially the form attached hereto as Exhibit D, on or before November 28, 2025 (the “Closing”). The Board of Public Works (the “Board”) hereby authorizes and instructs Elizabeth Maradik, President of the Board and Hillary R. Horvath, Clerk of the Board to execute and deliver the deed to the Organization. At the Organization’s option, the City will record the deed at the City’s expense, and the Board authorizes and instructs Erin Michaels of the City’s Department of Community Investment to do so.

5. No Warranties. The Organization agrees to accept the Property in its condition on the Closing Date “as-is, where-is” and without any representations or warranties by the City concerning title to or the condition of the Property. The City offers no such representation or warranty as to title or condition, and nothing in this Agreement will be construed to constitute such a representation or warranty as to title or condition. The Organization may, at its sole cost and expense, obtain an owner’s policy of title insurance or a survey prior to the transfer of such Property.

6. Taxes. The Organization, and the Organization’s successors and assigns, will be liable for any and all real property taxes and assessments, if any, assessed and levied against the Property with respect to the year in which the Closing takes place and for all subsequent years. The City will have no liability for any real property taxes and assessments associated with the Property, and nothing in this Agreement shall be construed to require the proration or other apportionment of real property taxes or assessments resulting in the City’s liability therefor.

7. Entire Agreement; Severability. This Agreement embodies the entire agreement between the Parties and supersedes all prior discussions, understandings, or agreements between the Parties concerning the transaction contemplated in this Agreement, whether written or oral. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated.

8. Assignment. The Organization may not assign this Agreement or any of its rights hereunder, in whole or in part, without the prior written consent of the City. In the event the Organization wishes to obtain the City’s consent regarding a proposed assignment of this

Agreement, the City may request and the Organization will provide any and all information reasonably demanded by the City in connection with the proposed assignment and/or the proposed assignee.

9. Governing Law; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana. Venue for any action concerning this Agreement will be in the courts of St. Joseph County, Indiana.

10. Recitals and Exhibits. The above recitals and the attached exhibits are hereby incorporated into this Agreement.

11. Authority; Counterparts. Each undersigned person signing and delivering this Agreement on behalf of the Parties, respectively, represents and warrants that he or she is duly authorized and fully empowered to sign and deliver this Agreement. The Parties may execute this Agreement in separate counterparts, which taken together will constitute one original document. An electronically transmitted copy of a signature will be regarded as an original signature.

[Signature page follows.]

IN WITNESS WHEREOF, the City and the Organization have signed this Real Property Transfer Agreement to be effective as of the Effective Date.

CITY OF SOUTH BEND, INDIANA  
BOARD OF PUBLIC WORKS

Elizabeth A. Maradik, President



Gary A. Gilot, Member



Murray L. Miller, Member



 Joseph R. Molnar, Vice President

 Breana Micou, Member

 Attest: Hillary R. Horvath, Clerk

Date: October 28, 2025

CROSS COMMUNITY, INC.,  
an Indiana non-profit corporation

By: 

Printed: Tina M. Patton

Title: President

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A**

### **Description of Property**

#### **Parcel I**

Legal Description: S 33 FT LOT 3 A H CUSHINGS

Parcel ID: 018-1077-3246

Tax ID: 71-08-02-334-009.000-026

Commonly Known: 626 ALLEN ST SOUTH BEND, IN 46616

**EXHIBIT B**

**Articles of Incorporation of  
Cross Community, Inc.**

[See attached.]

State of Indiana  
Office of the Secretary of State

Certificate of Incorporation  
of

**CROSS COMMUNITY, INC.**

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Incorporation of the above Domestic Nonprofit Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, November 11, 2016.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, November 14, 2016

A handwritten signature in black ink that reads "Connie Lawson".

CONNIE LAWSON  
SECRETARY OF STATE

20161111166597 / 7437323

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>

APPROVED AND FILED  
CONNIE LAWSON  
INDIANA SECRETARY OF STATE  
11/14/2016 09:03 AM

## ARTICLES OF INCORPORATION

Formed pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991

### ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

**BUSINESS ID** 20161111166597  
**BUSINESS TYPE** Domestic Nonprofit Corporation  
**BUSINESS NAME** Cross Community, Inc.  
**PRINCIPAL OFFICE ADDRESS** 707 Sherman Avenue , South Bend, IN, 46616, USA

### ARTICLE II - REGISTERED OFFICE AND ADDRESS

**NAME** Michael Patton  
**ADDRESS** 25839 Brick Road, South Bend, IN, 46628, USA

### ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE

**PERIOD OF DURATION** Perpetual  
**EFFECTIVE DATE** 11/11/2016

### ARTICLE IV - PRINCIPAL(S)

No Principal on record.

### ARTICLE V - INCORPORATOR(S)

**NAME** Michael Patton  
**ADDRESS** 25839 Brick Road, South Bend, IN, 46628, USA  
  
**NAME** Timothy D Short  
**ADDRESS** 6698 East 150 North, Mill Creek, IN, 46365, USA

APPROVED AND FILED  
CONNIE LAWSON  
INDIANA SECRETARY OF STATE  
11/14/2016 09:03 AM

## ARTICLE VI - GENERAL INFORMATION

### STATEMENT OF PURPOSE

Said corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

**TYPE OF CORPORATION**

Public benefit corporation, which is organized for a public or charitable purpose

**WILL THE CORPORATION HAVE MEMBERS?**

No

### DISTRIBUTION OF ASSETS

Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

## SIGNATURE

THE SIGNATOR(S) REPRESENTS THAT THE REGISTERED AGENT NAMED IN THE APPLICATION HAS CONSENTED TO THE APPOINTMENT OF REGISTERED AGENT.

THE UNDERSIGNED, DESIRING TO FORM A CORPORATION PURSUANT TO THE PROVISIONS OF THE INDIANA NONPROFIT CORPORATION ACT, EXECUTE THESE ARTICLES OF INCORPORATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **November 11, 2016**

**SIGNATURE** Michael Patton

**TITLE** Incorporator

**SIGNATURE** Timothy D. Short

**TITLE** Incorporator

Business ID : 201611111166597  
Filing No. : 7437323

**EXHIBIT C**

**IRS 501(c)(3) Qualification Letter**

[See attached.]

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: DEC 15 2016

CROSS COMMUNITY INC  
707 SHERMAN AVENUE  
SOUTH BEND, IN 46616-0000

Employer Identification Number:  
81-4477516  
DLN:  
26053747003286  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
November 11, 2016  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

**EXHIBIT D**

**Form of Quit Claim Deed**

**AUDITOR'S RECORD**  
TRANSFER NO. \_\_\_\_\_  
TAXING UNIT \_\_\_\_\_  
DATE \_\_\_\_\_  
KEY NO. 018-1077-3246

### **QUIT CLAIM DEED**

THIS INDENTURE WITNESSETH THAT the City of South Bend, Indiana, by and through its Board of Public Works (the "Grantor" or the "City")

CONVEYS AND QUIT CLAIMS TO Near Northwest Neighborhood, Inc., an Indiana non-profit corporation, with its registered address being 1007 Portage Ave., South Bend, Indiana 46616 (the "Grantee") for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the following real estate in St. Joseph County, Indiana (the "Property"):

#### **Parcel I**

Legal Description: S 33 FT LOT 3 A H CUSHINGS

Parcel ID: 018-1077-3246

Tax ID: 71-08-02-334-009.000-026

Commonly Known: 626 ALLEN ST SOUTH BEND, IN 46616

Grantor hereby conveys the Property subject to all covenants, restrictions, and easements of record.

The undersigned persons executing this Quit Claim Deed on behalf of the Grantor represent and certify that each has been fully empowered and authorized to execute this Quit Claim Deed and that all action necessary to complete this conveyance on Grantor's behalf has been duly taken.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

**GRANTOR:**

City of South Bend, Indiana, by and through its Board of  
Public Works

By: \_\_\_\_\_  
Elizabeth Maradik, President

ATTEST:

By: \_\_\_\_\_  
Hillary R. Horvath, Clerk

Before me, the undersigned, a Notary Public for and in said County and State this \_\_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared Elizabeth Maradik and Hillary R. Horvath, to me known to be the President and Clerk, respectively, of the City of South Bend, Indiana, Board of Public Works, the Grantor, and acknowledged execution of the foregoing Quit Claim Deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

(SEAL)

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\_\_\_\_\_, Notary Public  
Resident of \_\_\_\_\_ County,

Commission expires:

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

Prepared by Danielle Campbell Weiss, Assistant City Attorney, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601

**BOARD OF PUBLIC WORKS**  
**AGENDA ITEM REVIEW REQUEST FORM**

Date	10/21/2025	Department	<u>DCI</u>
Name	Erin Michaels	Phone Extension	5931
BPW Date	10/28/25		

<b>Review and Approval Required Prior to Submittal to Board</b>			
Diversity Compliance and Inclusion Officer	<input type="checkbox"/>	Officer Name	_____
BPW Attorney	<input type="checkbox"/>	Attorney Name	_____
Dept. Attorney	<input checked="" type="checkbox"/>	Attorney Name	Danielle Campbell Weiss
Purchasing	<input type="checkbox"/>	_____	
<b>Check the Appropriate Item Type – Required for All Submissions</b>			
<input type="checkbox"/> Professional Services Agreement	<input type="checkbox"/> Contract	<input type="checkbox"/> Proposal	
<input type="checkbox"/> Open Market Contract	<input type="checkbox"/> Amendment/Addendum	<input type="checkbox"/> Special Purchase, QPA	
<input type="checkbox"/> Bid Opening	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Req. to Advertise	<input type="checkbox"/> Title Sheet
<input type="checkbox"/> Quote Opening	<input type="checkbox"/> Quote Award	<input type="checkbox"/> Reject Bids/Quotes	
<input type="checkbox"/> Proposal Opening	<input type="checkbox"/> C/O & PCA No. _____	<input type="checkbox"/> PCA	
<input type="checkbox"/> Chg. Order, No. _____	<input type="checkbox"/> Traffic Control	<input type="checkbox"/> Resolution	
<input checked="" type="checkbox"/> Other: Real Property Transfer Agreement		<input type="checkbox"/> Ease./Encroach	

<b>Required Information</b>			
Company or Vendor Name	Cross Community, Inc.		
New Vendor	<input type="checkbox"/> Yes	<input type="checkbox"/> If Yes, Approved by Purchasing	
MBE/WBE Contractor	<input type="checkbox"/> MBE	Completed E-Verify Form Attached	
	<input type="checkbox"/> WBE	<input type="checkbox"/> Yes	
Project Name	_____		
Project Number	_____		
Funding Source	_____		
Account No.	_____		
Amount	_____		
Terms of Contract	_____		
Purpose/Description	Request to transfer City property located at 626 Allen St to the non-profit Cross Community, Inc. for the purpose of constructing affordable housing		

<b>For Change Orders Only</b>			
Amount of	<input type="checkbox"/>	Increase \$	
		Decrease (\$ )	
Previous Amount		\$	
Current Percent of Change:		Increase %	
New Amount		Decrease ( % )	
Total Percent of Change:		Increase %	
Time Extension Amount:		Decrease ( % )	