

RESOLUTION NO. 28-2025

A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF SOUTH BEND, INDIANA, REGARDING THE PURCHASE OF REAL PROPERTY LOCATED AT 749 HARRISON AVE., SOUTH BEND, INDIANA

WHEREAS, the City of South Bend, Indiana, Board of Public Works (the “Board”) has custody of and may maintain all real property owned by the City of South Bend, Indiana (the “City”) pursuant to I.C. 36-9-6-3; and

WHEREAS, the City, acting by and through the Board, may purchase land or structures in accordance with the procedure stated in I.C. 36-1-10.5; and

WHEREAS, on December 8, 2025 the South Bend Common Council approved Resolution _____ pursuant to I.C. 36-1-10.5-5(1), and the Board now intends to purchase the real property located at 749 Harrison Ave., South Bend, Indiana, and more particularly described in attached Exhibit A (the “Property”); and

WHEREAS, the Board has obtained two (2) appraisals of the fair market value of the Property and provided copies of each to the South Bend Common Council in accordance with I.C. 36-1-10.5-5(2); and

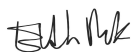
WHEREAS, the Board believes it is in the best interest of the City and its residents to purchase the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF SOUTH BEND, INDIANA, AS FOLLOWS:

1. The Board hereby appoints Mr. Joseph Molnar, employee of the Department of Community Investment and a member of the Board, as the Board’s authorized representatives in pursuing the purchase of the Property and delegates to him all necessary authority to serve in the Board’s place as purchasing agent under I.C. 36-1-10.5.
2. The Board hereby approves and will execute simultaneously with this Resolution the form of purchase agreement attached hereto as Exhibit B. The Board instructs Mr. Molnar to deliver a signed copy of the purchase agreement to the owner of the Property.
3. The Board acknowledges that its authority to consummate the purchase of the Property, including the authority hereby delegated to Mr. Molnar, is expressly conditioned upon South Bend Common Council’s approval of the purchase in accordance with I.C. 36-1-10.5-5(1).
4. This Resolution shall be in full force and effect upon its adoption.

ADOPTED at a meeting of the Board of Public Works of the City of South Bend, Indiana held on December 9, 2025, at 215 S. Dr. Martin Luther King Jr. Boulevard Suite 300, South Bend, Indiana 46601.

**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: December 9, 2025

EXHIBIT A

Description of the Property

Parcel I:

Parcel Key No. 018-1070-2957

State ID: 71-08-02-406-001.000-026

Legal Description: Lots 119 120 121 & 122 Cushing & Lindsey

Commonly Known as 749 HARRISON AVE

EXHIBIT B

Real Estate Purchase Agreement

[See attached.]

AGREEMENT TO BUY AND SELL REAL ESTATE

This Agreement To Buy And Sell Real Estate ("Agreement") is made and entered into on December 9, 2025 (the "Contract Date"), by and between New Birth Christian Ministries Inc, ("Seller") and the City of South Bend, Indiana, by and through its Board of Public Works ("Buyer" or the "Board") (each a "Party" and together the "Parties").

RECITALS

A. The Board has custody of and may maintain all real property owned by the City of South Bend, Indiana (the "City") pursuant to I.C. 36-9-6-3.

B. The City, acting by and through the Board, may purchase land or structures in accordance with the requirements of Ind. Code § 36-1-10.5.

C. The Board desires to purchase from Seller certain real property located at 749 Harison Ave., South Bend, Indiana, and more particularly described in attached **Exhibit A** (the "Property").

D. Seller desires to sell the Property to the Board on the terms and conditions stated in this Agreement.

THEREFORE, in consideration of the mutual covenants and promises in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. SALE OF PROPERTY AND PURCHASE PRICE

Subject to the terms and conditions of this Agreement, Seller agrees to sell, convey, assign, and transfer to Buyer the Property at Closing (defined below). The purchase price for the Property shall be One Hundred and Eighty-Eight Thousand Five Hundred Dollars (\$188,500.00) (the "Purchase Price"), payable by Buyer to Seller at the Closing as described in Section 11.

2. BUYER'S DUE DILIGENCE

A. Investigation. Seller acknowledges that Buyer's determination to purchase the Property requires a process of investigation (Buyer's "Due Diligence") into various matters. Therefore, Buyer's obligation to complete the purchase of the Property is conditioned upon the satisfactory completion, in Buyer's discretion, of Buyer's Due Diligence, including, without limitation, Buyer's examination, at Buyer's sole expense, of zoning and land use matters, environmental matters, real property title matters, and the like, as applicable.

B. Authorizations During Due Diligence Period. Seller authorizes Buyer, as of the Contract Date and continuing until the end of the Due Diligence Period (as defined

below) to enter upon the Property or to cause agents to enter upon the Property for purposes of examination. If the transaction contemplated herein is not consummated, Buyer shall promptly restore the Property to its condition prior to entry, and agrees to defend, indemnify and hold Seller harmless, before and after the Closing Date, whether or not a closing occurs and regardless of any cancellations or termination of this Agreement, from any liability to any third party, loss or expense incurred by Seller, including without limitation, reasonable attorney fees and costs arising from acts or omissions of Buyer or Buyer's agents or representatives.

C. Due Diligence Period. Buyer shall have a period of forty-five (45) days following the Contract Date to complete its examination of the Property in accordance with this Section 2 (the "Due Diligence Period"). Upon such written notice, the Parties may proceed to Closing prior to the expiration of the Due Diligence period described in this Section.

D. Termination of Agreement. If at any time within the Due Diligence Period, Buyer determines, in its sole discretion, not to proceed with the purchase of the Property, Buyer may terminate this Agreement, without liability or costs of any kind, by written notice to Seller.

3. PRESERVATION OF TITLE AND CONDITION

A. Seller shall not take any action or allow any action to be taken by others to cause the Property to become subject to any interests, liens, restrictions, easements, covenants, reservations or other matters affecting Seller's title (such matters are referred to as "Encumbrances").

B. Seller hereby covenants that Seller will not alter the condition of the Property at any time after the Contract Date. Further, Seller will not release any hazardous substances on or near the Property and will not otherwise collect or store hazardous substances or other materials, goods, refuse or debris at the Property.

4. TITLE COMMITMENT AND SURVEY

Seller acknowledges that Buyer intends to obtain, at Buyer's sole expense, and to rely upon a commitment for an owner's policy of title insurance (the "Title Commitment") and a survey of the Property (the "Survey") identifying all Encumbrances as of the Contract Date. The Property shall be conveyed to Buyer free of any Encumbrances other than Permitted Encumbrances (as defined in Section 6). The Title Commitment will be issued by a title company selected by Buyer and reasonably acceptable to Seller (the "Title Company"). The Title Commitment shall:

(1) Agree to insure good, marketable, and indefeasible fee simple title to the Property (including public road access) in the name of the Buyer for the full amount of the Purchase Price upon delivery and recordation of a special warranty deed from the Seller to

the Buyer.

(2) Provide for issuance of a final ALTA owner's title insurance policy, with any endorsements requested by Buyer, subject to the Permitted Encumbrances.

Regardless of whether this transaction closes, Buyer shall be responsible for all of the Title Company's title search charges and the cost of the Title Commitment and owner's policy.

5. REVIEW OF TITLE COMMITMENT AND SURVEY

Buyer shall give Seller written notice, within forty-five (45) days after the Contract Date, of any objections to the Survey or Title Commitment. Any exceptions identified in the Title Commitment or Survey to which written notice of objection is not given within such period shall be a Permitted Encumbrance. If the Seller is unable or unwilling to correct the Buyer's title and survey objections within fifteen (15) days after receipt of a written notice of Buyer's objection to a matter revealed by review of the Survey and/or Title Commitment, Buyer may terminate this Agreement by written notice to Seller prior to expiration of the Due Diligence Period. If Buyer fails to so terminate this Agreement, then such objections shall constitute Permitted Encumbrances as of expiration of the Due Diligence Period, and Buyer shall acquire the Property without any effect being given to Buyer's title and survey objections.

6. SELLER'S REPRESENTATIONS AND WARRANTIES

A. The undersigned Seller's representative represents and warrants to the Buyer that Seller is duly organized, validly existing, and in good standing under the laws of the State of Indiana and Seller owns in fee simple title to the Property and has not granted any option or right of first refusal to any person or entity to acquire the Property or any interest therein. Seller's undersigned representative further represents and warrants to Buyer that the Seller is fully empowered to sell the Property to Buyer under the terms and conditions stated in this Agreement.

B. Seller, to the best of Seller's undersigned representative's knowledge, represents and warrants that Seller is not a party to any litigation or administrative proceeding with respect to the Property, nor has any litigation or administrative proceeding been threatened against the Property. Additionally, Seller's undersigned representative represents and warrants that Seller has disclosed to Buyer any notifications from any local, state, or federal authority regarding environmental matters pertaining to the Property. Seller shall provide Buyer a copy of all known environmental inspection reports, engineering, title, and survey reports and documents in Seller's possession relating to the Property. In the event the Closing does not occur, Buyer will immediately return all such reports and documents to Seller.

7. REMEDIES

Upon any default in or breach of this Agreement by either Party, the defaulting Party will proceed immediately to cure or remedy such default within thirty (30) days after receipt of

written notice of such default or breach from the non-defaulting Party, or, if the nature of the default or breach is such that it cannot be cured within thirty (30) days, the defaulting Party will diligently pursue and prosecute to completion an appropriate cure within a reasonable time. In the event of a default or breach that remains uncured for longer than the period stated in the foregoing sentence, the non-defaulting Party may terminate this Agreement, commence legal proceedings, including an action for specific performance, or pursue any other remedy available at law or in equity. All the Parties' respective rights and remedies concerning this Agreement and the Property are cumulative.

8. DISPUTE RESOLUTION

A. Forum. Any action to enforce the terms or conditions of this Agreement or otherwise concerning a dispute under this Agreement will be commenced in the courts of St. Joseph County, Indiana, unless the Parties mutually agree to an alternative method of dispute resolution.

B. Waiver of Jury Trial. Both Parties hereby waive any right to trial by jury with respect to any action or proceeding relating to this Agreement.

9. NOTICES

All notices required or allowed by this Agreement, before or after Closing, shall be delivered in person or by certified mail, return receipt requested, postage prepaid, addressed to each Party's respective addresses and representatives as stated below.

Buyer: South Bend Redevelopment Commission
215 S. Dr. Martin Luther King Jr.
Ste. 500
South Bend, IN 46601
Attn: Executive Director,
South Bend Department of Community Investment

With a copy to: South Bend Legal Department
215 S. Dr. Martin Luther King Jr.
Ste 600
South Bend, IN 46601
Attn: Corporation Counsel

Seller: New Birth Christian Ministries Inc.

With a copy to: _____

Either Party may, by written notice, modify the address for future notices to such Party.

10. CLOSING

A. Timing of Closing. Unless this Agreement is earlier terminated, the transfer of title contemplated by this Agreement (the "Closing") shall be held at the office of the Title Company on February 27, 2025, or such earlier or later date as mutually agreed by the Parties in writing (the "Closing Date").

B. Closing Procedure. At Closing, Buyer shall deliver the Purchase Price to Seller, conditioned on Seller's delivery of a special warranty deed in the form attached hereto as **Exhibit B**, conveying the Property to the Buyer, free and clear of all liens, encumbrances, title defects and exceptions other than Permitted Encumbrances, and the Title Company's delivery of the marked-up copy of the Title Commitment to Buyer in accordance with Section 5 above.

C. Possession. Seller shall deliver possession of the Property to Buyer at Closing in the same condition as it existed on the Contract Date.

D. Removal of Personal Property and Fixtures. Before the Possession Date, Seller will remove from the Property all personal property, including refuse and trash of any kind. All personal property and fixtures remaining at the Property after the Possession Date will be deemed abandoned by the Seller, and Buyer, in its sole discretion, may choose to exercise possession of and control over any such property.

E. Closing Costs. Buyer shall pay the Title Company's closing fee and all recordation costs associated with the transaction contemplated in this Agreement.

F. Seller's Due Diligence. Seller acknowledges that Seller has conducted Seller's own due diligence and acknowledges that the Purchase Price is fair and reasonable and waives any right that Seller may have to contest or challenge the validity of compensation received under this Agreement.

11. ACCEPTANCE OF PROPERTY "AS-IS"

Except as otherwise set forth herein, Buyer agrees to purchase the Property "as-is, where-is" and without any representations or warranties by Seller as to the condition of the property or its fitness for any particular use or purpose. Seller offers no such representation or warranty as to condition or fitness, and nothing in this Agreement shall be construed to constitute such a representation or warranty as to condition or fitness.

12. TAXES

Prior to Closing, Seller will pay all real property taxes accrued on or before the Closing Date, if any. Buyer will have no liability for any amount of real property taxes on the Property.

13. COMMISSIONS: ATTORNEY'S FEES

The Parties acknowledge that neither Buyer nor Seller is represented by any broker in connection with the transaction contemplated in this Agreement. Buyer and Seller agree to indemnify and hold one another harmless from any claim for commissions in connection with the transaction contemplated in this Agreement. Each Party shall bear its own attorney's fees, if any, and costs arising in connection with this Agreement and all related matters.

14. INTERPRETATION: APPLICABLE LAW

Both Parties having participated fully and equally in the negotiation and preparation of this Agreement, this Agreement shall not be more strictly construed, nor shall any ambiguities in this Agreement be presumptively resolved, against either Party. This Agreement shall be interpreted and enforced according to the laws of the State of Indiana.

16. INDEMNITY

The Parties agree to reimburse each other for any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense and settlement), which either party may subsequently incur, become responsible for, or pay out as a result of a breach by the other party in default of this Agreement. In the event of legal action initiated by a third party as a result of a breach of this Agreement, the breaching party shall assume the defense of the non-breaching party, including all costs associated therewith.

17. WAIVER

Neither the failure nor any delay on the part of a Party to exercise any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise of the same or of any right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of any such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

18. SEVERABILITY

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

19. FURTHER ASSURANCES

The Parties agree that they will each undertake in good faith, as permitted by law, any action and execute and deliver any document reasonably required to carry out the intents and purposes of this Agreement.

20. TIME

Time is of the essence of this Agreement.

21. ENTIRE AGREEMENT

This Agreement embodies the entire agreement between Seller and Buyer and supersedes all prior discussions, understandings, or agreements between Seller and Buyer concerning the transaction contemplated in this Agreement, whether written or oral.

22. COUNTERPARTS: SIGNATURES

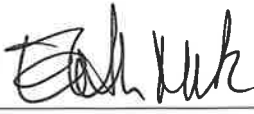
This Agreement may be separately executed in counterparts by Buyer and Seller, and the same, when taken together, will be regarded as one original Agreement. Facsimile signatures will be regarded as original signatures.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement to be effective as of the Contract Date.

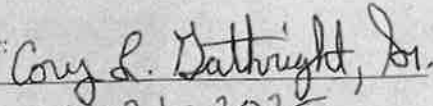
BUYER:

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

By: 
Elizabeth A. Maradik,
President
Dated: 12/9/25

SELLER:

New Birth Christian Ministries Inc.

By: 
Dated: 11-21-2025

ATTEST:


By: 
Hillary Horvath, Clerk
Dated: 12/9/25

EXHIBIT A

Description of Property

Parcel I:

Parcel Key No. 018-1070-2957

State ID: 71-08-02-406-001.000-026

Legal Description: Lots 119 120 121 & 122 Cushing & Lindsey

Commonly Known as 749 HARRISON AVE

EXHIBIT B

Form of Warranty Deed

AUDITOR'S RECORD

TRANSFER NO. _____

TAXING UNIT _____

DATE _____

KEY NOS. 018-1070-2957

WARRANTY DEED

THIS INDENTURE WITNESSETH, that New Birth Christian Ministries Inc (the "Grantor")

CONVEYS AND WARRANTS to the City of South Bend, by and through its Board of Public Works, 1300 N. County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana (the "Grantee"),

for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following real estate in St. Joseph County, Indiana (the "Property"):

Parcel I:

Parcel Key No. 018-1070-2957

State ID: 71-08-02-406-001.000-026

Legal Description: Lots 119 120 121 & 122 Cushing & Lindsey

Commonly Known as 749 HARRISON AVE

The Grantor hereby conveys the Property in fee simple to the Grantee free and clear of all leases, licenses, mortgages, or other encumbrances of any kind or character but subject to all easements, highways, and other matters of record.

GRANTOR:
New Birth Christian Ministries Inc.

By: _____

STATE OF INDIANA)
) SS:
ST. JOSEPH COUNTY)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared _____, the duly authorized _____ of Grantor and acknowledged the execution of the foregoing Warranty Deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the ____ day of _____, 2025

My Commission Expires:

Notary Public
Residing in St. Joseph County, Indiana

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. /s/ Danielle Campbell Weiss

This instrument was prepared by Danielle Campbell Weiss, Senior 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	12/1/2025		
Name	Joseph Molnar	Department	DCI
BPW Date	12/1/2025	Phone Extension	5022

Review and Approval Required Prior to Submittal to Board

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"/>		

Check the Appropriate Item Type – Required for All Submissions

<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 checked="" type="checkbox"/> Resolution
<input type="checkbox"/> Other:		<input type="checkbox"/> Ease./Encroach

Required Information

Company or Vendor Name	New Birth Christian Ministries		
New Vendor	<input type="checkbox"/> Yes <input type="checkbox"/> If Yes, Approved by Purchasing		
	<input type="checkbox"/> No		
MBE/WBE Contractor	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	Completed E-Verify Form Attached	<input type="checkbox"/> Yes <input type="checkbox"/> No
Project Name	Purchase Agreement for 749 Harrison		
Project Number			
Funding Source			
Account No.			
Amount			
Terms of Contract			
Purpose/Description	Purchase of property located at 749 Harrison Ave for neighborhood improvement.		

For Change Orders Only

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