

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 Zone1Wirk, LLC, (“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 1024 W Indiana Ave and 1538 Prairie Ave., South Bend, Indiana, and more particularly described in attached **Exhibit A** (the “Property”).

D. The Property is subject to a certain Contract for Sale of Real Estate (the “Land Contract”) dated January 18, 2022, with Elma Bautista & Emma Bautista (the “Land Contract Holder”), the Memorandum of which is attached hereto as **Exhibit B**, and the Land Contract Holder consents to this Agreement between Buyer and Seller.

E. 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

A. 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 Two Hundred and Fifty Thousand Dollars (\$250,000.00) (the “Purchase Price”), payable by Buyer to Seller at the Closing as described in Section 10.

B. Earnest Money Deposit. Within thirty (30) business days after the Contract Date, Buyer will deliver to Seller the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00), which Sellers will hold as an earnest money deposit (the “Earnest Money Deposit”). Sellers will be responsible for disposing of the Earnest Money Deposit in accordance with the terms of this Agreement. The Earnest Money Deposit shall be credited against the Purchase Price at the Closing or, if no Closing occurs, refunded or forfeited as provided below.

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 one hundred twenty (120) 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, and Buyer shall be entitled to a full refund of the Earnest Money Deposit.

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 5). 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 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, in which case the Earnest Money Deposit shall be refunded to Buyer. 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:	Board of Public Works 215 S. Dr. Martin Luther King Jr. Ste. 400 South Bend, IN 46601 Attn: Property Development Manager South Bend Department of Community Investment
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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: Zone1Wirk, LLC.

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 May 8, 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 warranty deed in the form attached hereto as Exhibit C, 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 4 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.

G. Satisfaction of Land Contract. Seller and Buyer acknowledge that the Property is subject to a certain Land Contract and agree that the Land Contract Holder will receive payment for any remaining balance due pursuant to the Land Contract at Closing.

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, even if such taxes are not yet due and payable. Buyer, or Buyer's successors and assigns, shall only be responsible for real property taxes accruing against the Property after the Closing Date.

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

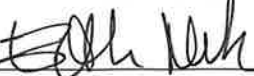
This Agreement may be separately executed in counterparts by Buyer and Seller, and the same, when taken together, will be regarded as one original Agreement. Facsimile signatures will be regarded as original signatures.

[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 Maradik, President

Dated: 12/9/25

SELLER:

Zone1Wirk, LLC

By: _____

Dated: _____

ATTEST:

By: 
Hillary Horvath, Clerk

Dated: 12/9/25

AGREED, ACKNOWLEDGED, AND CONSENTED TO:

By their signatures below, Land Contract Holders Elma Bautista and Emma Bautista Williams hereby consent to the sale of real estate as set forth in this Agreement by Seller to Buyer, and all other terms contained in this Agreement, as of the Contract Date.

LAND CONTRACT HOLDER CONSENT

Elma Bautista

By: _____

Date: _____

Emma Bautista Williams

By: _____

Date: _____

RESOLUTION NO. 29-2025

A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF SOUTH BEND, INDIANA, REGARDING THE PURCHASE OF REAL PROPERTY LOCATED AT 1024 W INDIANA AVE & 1538 PRAIRIE 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 _____ 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 1024 W Indiana Ave & 1538 Prairie 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 through Resolution _____ 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 400, South

Bend, IN 46601

**CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS**



Elizabeth A. Maradik, President



Joseph R. Molnar, Vice President



Gary A. Gilot, Member



Breana Micou, Member



Murray L. Miller, Member



Attest: Hillary R. Horvath, Clerk

Date: December 9, 2025

EXHIBIT A

Description of the Property

Parcel I:

Parcel Key No. 018-8054-2156

State ID: 71-08-14-331-017.000-026

Legal Description: Lot 32,33& 34 & Vac Alley W & Adj & E End Lot 21 & 22 Ex 4' N End Lot 21 For Str & Lot 23 Ex 1' Off Ent Nly Side & 65' E &W Off W End Of Sly 3 In Of Nly 1' Lot 23 Byerleys

Commonly Known as 1024 W INDIANA AVE

Parcel II:

Parcel Key No. 018-8054-2142

State ID: 71-08-14-331-001.000-026

Legal Description: Lot 21 Ex 43 Ft E End Ex Tri Pc S Side Byerleys Add EX prt sold for street 24/25 ROW #568 3/3/2023

Commonly Known as 1602 Prairie Ave

Parcel III:

Parcel Key No. 018-8054-2143

State ID: 71-08-14-331-002.000-026

Legal Description: 9 In X 65 Ft Nly Side Lot 23 & 1 Ft X 53 Ft Mid Pt Nly Side Lot 23 & Lot 22 Ex 43 Ft Ely End & 10x84 Ft Mid Pt Lot 21 Byerleys Add EX prt sold for street 24/25 ROW #568 3/3/2023

Commonly Known as V/L ADJ 1604 PRAIRIE AVE

Parcel IV:

Parcel Key No. 018-8053-2132

State ID: 71-08-14-180-008.000-026

Legal Description: Lots 12-13 Ex 85 Ft Swly End Ea Byerleys Add

Commonly Known as 1025 1027 INDIANA AVE

Parcel V:

Parcel Key No. 018-8053-2133

State ID: 71-08-14-180-009.000-026

Legal Description: Lots 12-13 85 Ft Swly End Ea Byerleys Add

Commonly Known as 1538 PRAIRIE AVE

EXHIBIT B

Real Estate Purchase Agreement

[See attached.]

EXHIBIT A

Description of Property

Parcel I:

Parcel Key No. 018-8054-2156

State ID: 71-08-14-331-017.000-026

Legal Description: Lot 32,33& 34 & Vac Alley W & Adj & E End Lot 21 & 22 Ex 4' N
End Lot 21 For Str & Lot 23 Ex 1' Off Ent Nly Side & 65' E & W Off W End Of Sly 3 In
Of Nly 1' Lot 23 Byerleys

Commonly Known as 1024 W INDIANA AVE

Parcel II:

Parcel Key No. 018-8054-2142

State ID: 71-08-14-331-001.000-026

Legal Description: Lot 21 Ex 43 Ft E End Ex Tri Pc S Side Byerleys Add EX prt sold for
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State ID: 71-08-14-331-002.000-026

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Lot 22 Ex 43 Ft Ely End & 10x84 Ft Mid Pt Lot 21 Byerleys Add EX prt sold for street
24/25 ROW #568 3/3/2023

Commonly Known as V/L ADJ 1604 PRAIRIE AVE

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Parcel Key No. 018-8053-2132

State ID: 71-08-14-180-008.000-026

Legal Description: Lots 12-13 Ex 85 Ft Swly End Ea Byerleys Add

Commonly Known as 1025 1027 INDIANA AVE

Parcel V:

Parcel Key No. 018-8053-2133

State ID: 71-08-14-180-009.000-026

Legal Description: Lots 12-13 85 Ft Swly End Ea Byerleys Add

Commonly Known as 1538 PRAIRIE AVE

Exhibit B

**Memorandum of Contract for Sale of Real Estate (Land Contract)
dated January 18th, 2022**

HOLD FOR: Hains Law Firm, LLP

MEMORANDUM OF CONTRACT FOR SALE OF REAL ESTATE

This Memorandum is for the purpose of notifying the public that Elma Bautista and Emma Bautista Williams, jointly as Seller, and Zone 1 Werk, LLC, as Buyer, have entered into a written Contract for the Sale of Real Estate (a land contract), by which the Seller is selling and the Buyer is purchasing certain real estate, more particularly described below. The Contract is dated the 18th day of January, 2022, and provides certain rights and obligations to each of the Parties. Any person having or acquiring any right in and to the real estate is directed to obtain and examine a copy of said Contract for the purpose of determining the specific provisions thereof. The real estate affected by said Contract is legally described as follows:

Parcel 1:

Lot 32, 33 & 34 & Vac Alley W & Adj & E End Lot 21 & 22 Ex 4' N End Lot 21 For Str & Lot 23 Ex 1' Off End Nly Side & 65' E & W Off W End Of Sly 3 In Of Nly 1' Lot 23 Byerleys
Parcel ID: 018-8054-2156
State ID: 71-08-14-331-017.000-026

Parcel 2:

Lot 21 Ex 43 Ft E End Ex Tri Pc S Side Byerleys Add
Parcel ID: 018-8054-2142
State ID: 71-08-14-331-001.000-026

Parcel 3:

9 In X 65 Ft Nly Side Lot 23 & 1 Ft X 53 Ft Mid Pt Nly Side Lot 23 & Lot 22 Ex 43 Ft Ely End & 10x84 Ft Mid Pt Lot 21 Byerleys Add
Parcel ID: 018-8054-2143
State ID: 71-08-14-331-002.000-026

Parcel 4:

Lots 12-13 85 Ft Swly End Ea Byerleys Add
Parcel ID: 018-8053-2132
State ID: 71-08-14-180-009.000-026

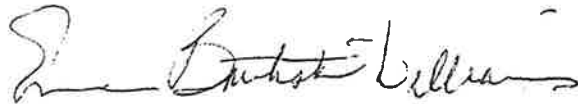
Parcel 5:

Lots 12-13 85 Ft Swly End Ea Byerleys Add
Parcel ID: 018-8053-2133
State ID: 71-08-14-180-009.000-026


Commonly known as 1024 West Indiana Avenue, South Bend, St. Joseph County, Indiana
46613.

This Memorandum may be recorded by either of the Parties in lieu of recording the Contract itself,
pursuant to the terms and provisions of the Contract.

SELLER:



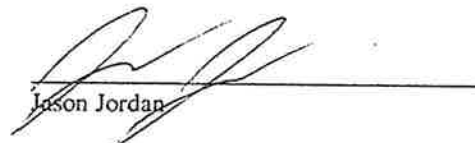
Emma Bautista Williams



Elma Bautista

BUYER:

Zone 1 Wirk, LLC
By its Member:



Jason Jordan

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

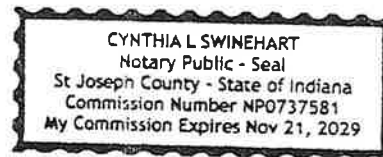
Before me, the undersigned, a Notary Public, in and for said County, this 18th day of January, 2022, came Jason Jordan, as a member of Zone 1 Wirk, LLC, and acknowledged the execution of the foregoing instrument. Witness my hand and official seal.

My Commission Expires:
11 - 21 - 2029

Cynthia L. Swinehart
Notary Public, Resident of St. Joseph County
State of Indiana
Cynthia L. Swinehart
Typed or Printed Name

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.

P. M. Yarro



This instrument was prepared by Peter M. Yarro, Attorney at Law, Hains Law Firm, LLP, 125 North Saint Peter Street, South Bend, Indiana, 46617; PH: (574) 234-7606; FX: (574) 282-1360.

ACKNOWLEDGMENT

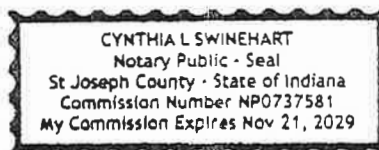
STATE OF INDIANA)
) SS:
ST. JOSEPH COUNTY)

Before me, the undersigned, a Notary Public, in and for said County, this 18th day of January, 2022, came Emma Bautista Williams, and acknowledged the execution of the foregoing instrument. Witness my hand and official seal.

My Commission Expires:
11-21-2029

Cynthia L Swinehart
Notary Public, Resident of St. Joseph County
State of Indiana

Cynthia L. Swinehart
Typed or Printed Name



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

Before me, the undersigned, a Notary Public, in and for said County, this 19th day of January, 2022, came Elma Bautista, and acknowledged the execution of the foregoing instrument. Witness my hand and official seal.

My Commission Expires:
11-21-2029

Cynthia L Swinehart
Notary Public, Resident of St. Joseph County
State of Indiana

Cynthia L. Swinehart
Typed or Printed Name

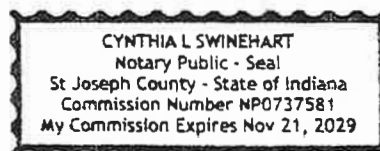


EXHIBIT C

Form of Warranty Deed

AUDITOR'S RECORD

TRANSFER NO. _____

TAXING UNIT _____

DATE _____

KEY NOS. 018-8054-2156

018-8054-2142

018-8054-2143

018-8053-2132

018-8053-2133

WARRANTY DEED

THIS INDENTURE WITNESSETH, that Elma Bautista and Emma Bautista (the "Grantors")

CONVEY AND WARRANT to the City of South Bend, by and through its Board of Public Works, 215 S. Dr. Martin Luther King Jr. Blvd., Suite 400, 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. 018-8054-2156

State ID: 71-08-14-331-017.000-026

Legal Description: Lot 32,33& 34 & Vac Alley W & Adj & E End Lot 21 & 22 Ex 4' N End Lot 21 For Str & Lot 23 Ex 1' Off Ent Nly Side & 65' E & W Off W End Of Sly 3 In Of Nly 1' Lot 23 Byerleys

Commonly Known as 1024 W INDIANA AVE

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Parcel Key No. 018-8054-2142

State ID: 71-08-14-331-001.000-026

Legal Description: Lot 21 Ex 43 Ft E End Ex Tri Pc S Side Byerleys Add EX prt sold for street 24/25 ROW #568 3/3/2023

Commonly Known as 1602 Prairie Ave

Parcel III:

Parcel Key No. 018-8054-2143

State ID: 71-08-14-331-002.000-026

Legal Description: 9 In X 65 Ft Nly Side Lot 23 & 1 Ft X 53 Ft Mid Pt Nly Side Lot 23 & Lot 22 Ex 43 Ft Ely End & 10x84 Ft Mid Pt Lot 21 Byerleys Add EX prt sold for street 24/25 ROW #568 3/3/2023

Commonly Known as V/L ADJ 1604 PRAIRIE AVE

Parcel IV:

Parcel Key No. 018-8053-2132

State ID: 71-08-14-180-008.000-026

Legal Description: Lots 12-13 Ex 85 Ft Swly End Ea Byerleys Add

Commonly Known as 1025 1027 INDIANA AVE

Parcel V:

Parcel Key No. 018-8053-2133

State ID: 71-08-14-180-009.000-026

Legal Description: Lots 12-13 85 Ft Swly End Ea Byerleys Add

Commonly Known as 1538 PRAIRIE AVE

The Grantors hereby convey 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.

GRANTORS:

By: _____
Elma Bautista

By: _____
Emma Bautista Williams

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

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared the Grantors, Elma Bautista and Emma Bautista Williams, 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 _____, 20____

My Commission Expires:

Notary Public
Residing in St. Joseph County, Indiana

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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, 215 S. Dr. Martin Luther King Jr. Blvd., Ste. 600 South Bend, Indiana 46601.

BOARD OF PUBLIC WORKS AGENDA ITEM REVIEW REQUEST FORM

Date	12/2/2025		
Name	Joseph Molnar	Department	DCI
BPW Date	12/9/2025	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	Zone1Wirk LLC		
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	Completed E-Verify Form Attached	<input type="checkbox"/> Yes
	<input type="checkbox"/> WBE		<input type="checkbox"/> No
Project Name	Purchase Agreement for 1024 W Indiana		
Project Number			
Funding Source			
Account No.			
Amount			
Terms of Contract			
Purpose/Description	Purchase of property located at 1024 W Indiana for the purpose of redeveloping as a community center.		

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:			_____