



CITY OF SOUTH BEND

BOARD OF PUBLIC WORKS

May 12, 2026

Mr. Schrock Homes
2523 Messick Dr.
Goshen, IN 46526
bol@schrockhomes.com

RE: Consent to Annexation, Waiver of Rights to Remonstrate and
Acknowledgement of City Compact Fees – Water/Sewer
Key No: 71-07-18-280-123.000-003

Dear Mr. Schrock Homes:

At its May 12, 2026 meeting, the Board of Public Works approved the above referenced document and has been recorded with the St. Joseph County Recorder's Office. A copy is enclosed for your records.

Sincerely,

/s/ Hillary Horvath

Hillary Horvath, Clerk

Enclosures
HH/cb



**CITY OF SOUTH BEND
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING**

TO: Hillary R. Horvath, Clerk
Board of Public Works
FROM: Permit Manager
SUBJECT: Consent to Annexations

All Consent to Annexations on the agenda have been reviewed and are within the guidelines of the Sewer and Water Extension Policy. These are not extensions, just connections to existing lines.

Hold Recorded copy for: Board of Public Works

CONSENT TO ANNEXATION, WAIVER OF RIGHT TO REMONSTRATE
AND ACKNOWLEDGMENT OF MISCELLANOUS CITY FEES

In consideration for permission to tap into the municipal utility system (water and/or sewer) of the city of South Bend, Indiana, in order to provide sanitary sewer and/or water service to the following described property, (hereinafter referred to as the "Real Estate"), situated in St. Joseph County, Indiana.

Property Owner 1 Schrock Homes
Property Address 18416 Donegal Dr South Bend In 46637
Tax ID/Key # 71-07-18-280-132.000-003
Legal Description Lot 48, Bradford Shores at Knollwood, Section 3 Part of Section 18
Township 39 North, Range 3 East, Clay Township (Water/Sewer) St Joseph County Indiana
Mailing Address 2523 Messick Dr Goshen In 46526
Phone/Email bal@schrockhomes.com

owner(s) of the Real Estate, (hereinafter "Owner"), for themselves and their successors in title, assigns, and personal representatives, hereby irrevocably waive and release any and all right which they may now or hereafter have to remonstrate against or otherwise interfere with, or oppose any pending or future annexation of the Real Estate by the City of South Bend.

In further consideration and to induce the City of South Bend to allow Owner to tap into the municipal utilities (sewer and/or water) of the City of South Bend, Owner, for themselves and their successors and assigns, agrees and stipulates irrevocably to vest in the City of South Bend the permanent right, at the City's discretion, to annex the Real Estate at any future time by duly authorized ordinance.

Owner further agrees that any deeds, contracts, or other instruments of conveyance made by Owner, their successors or assigns shall contain the waiver and release provisions contained herein, which provisions shall run with the land.

Pursuant to Chapter 17, Article 10, Sections 17-79 and 17-80 of the South Bend Municipal Code, Owner acknowledges and accepts the Owner's obligation to pay a wastewater and water system development charge based on expected usage. Further, the Owner acknowledges and agrees to pay the applicable surcharge established under Chapter 17, Article 10, Section 17-81 for wastewater service.

The delivery of any instrument of conveyance from the Owner to any successor, grantee, vendee or contract purchaser is subject to the terms of this document and the acceptance of such instrument shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.



