



South Bend

Redevelopment Commission

227 West Jefferson Boulevard, Room 1308, South Bend, Indiana

Redevelopment Commission Agenda Item

DATE: 2/6/26

FROM: Erin Michaels – Property Development Manager

SUBJECT: Real Estate Donation Agreement – 528 Euclid Ave

Pres/V-Pres

ATTEST:

Secretary

Date: February 12, 2026



APPROVED



Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

Funding Source* (circle) River West; River East; South Side; Douglas Road; West Washington; RDC General; Riv. East Res.

* Funds are subject to the City Controller's determination of availability; if funds are unavailable, as solely determined by the City Controller, then the authorization of the expenditure of such funds shall be void and of no effect.

PURPOSE OF REQUEST: Approval of Proposed Real Estate Donation Agreement for Vacant Parcel at 528 Euclid Ave

SPECIFICS: The proposed Real Estate Donation Agreement would allow the Redevelopment Commission to accept one vacant residential parcel located at 528 Euclid Ave from Mr. Jagdeep Singh. Mr. Singh has contacted Commission staff and wishes to donate this parcel to the Redevelopment Commission to further redevelopment in the Near Westside neighborhood.

The due diligence period would be sixty (60) days from approval of this agreement and the closing deadline would be sixty (60) days from the end of the due diligence period.

The City owns fifty five (55) vacant parcels in this neighborhood and adding this parcel to the City's portfolio will help to further redevelopment in this area.

REAL ESTATE DONATION AGREEMENT

This Real Estate Donation Agreement (“Agreement”) is made effective by and between Jagdeep Singh, an individual and holding title to the Property (as later defined) as SINGH JAGDEEP (the “Owner”), and the City of South Bend, Indiana, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission, with an address of 215 S Dr. Martin Luther King Jr. Boulevard, Suite 500, South Bend, IN 46601 (“Commission”) (each a “Party” and together the “Parties”).

RECITALS

A. Commission exists and operates pursuant to the Redevelopment of Cities and Towns Act of 1953, as amended, cited as Indiana Code 36-7-14 (the “Act”).

B. The Owner owns certain real property and all improvements thereon located at 528 Euclid Avenue in South Bend, Indiana (the “City”), and more particularly described in attached **Exhibit A** (the “Property”).

C. The Property is situated in the River West Development Area and the Act allows the Commission to accept gifts of property needed for the redevelopment of redevelopment project areas.

D. The Owner desires to donate the Property to the Commission to promote its redevelopment efforts and the Commission desires to accept the donation of the Property from the Owner upon the terms and conditions as set forth in this Agreement, and in accordance with the Act.

THEREFORE, in consideration of the mutual covenants and promises in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the Commission and the Owner agree as follows:

1. DONATION OF THE PROPERTY

A copy of this Agreement, signed by the Owner, constitutes the Owner’s agreement to donate and convey the Property and once signed by the Commission, constitutes the Commission’s acceptance of the donation and conveyance in accordance with the terms stated in this Agreement. A copy signed by the Commission shall be delivered to the Owner, in care of the following representative (“Owner’s Representative”):

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

The Owner shall return a signed copy of this Agreement to the following representative (“Commission’s Representative”):

Caleb Bauer
Executive Director
Department of Community Investment
City of South Bend
215 S. Dr. Martin Luther King Jr. Blvd.
Suite 500
South Bend, IN 46601

All the terms and conditions of this Agreement will be effective and binding upon the Parties and their successors and assigns at the time the Agreement is fully signed by Commission and the Owner (the “Effective Date”).

2. CONSIDERATION

The Owner acknowledges that this conveyance is made as a voluntary donation to the Commission, and is given without expectation of monetary compensation. This transfer is made for nominal consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

3. COMMISSION’S DUE DILIGENCE

A. Investigation. The Owner acknowledges that the Commission’s determination to accept the Property requires a process of investigation (Commission’s “Due Diligence”) into various matters. Therefore, the Commission’s obligation to accept the transfer of the Property is conditioned upon the satisfactory completion, in the Commission’s discretion, of the Commission’s Due Diligence, including, without limitation, the Commission’s examination, at the Commission’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. The Owner authorizes the Commission, as of the Effective 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; provided, however, that the Commission may not take any action upon the Property which reduces the value thereof; and further provided that the Commission shall promptly restore the Property to its condition prior to entry, and agrees to defend, indemnify, and hold the Owner 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 the Owner, including without limitation, reasonable attorney fees and costs arising from acts or omissions of the Commission or the Commission’s agents or representatives.

C. Due Diligence Period. The Commission shall have a period of sixty (60) days following the Effective Date to complete its examination of the Property in accordance with this Section 3 (the “Due Diligence Period”). The Commission may, at any time before the expiration of the Due Diligence Period, waive in whole or in part its rights under this Agreement with respect to the Due Diligence Period by delivering written notice to the Owner, and the Parties shall proceed to Closing in accordance with Section 7.

D. Termination of Agreement. If at any time within the Due Diligence Period, the Commission determines, in its sole discretion, not to proceed with the purchase of the Property, the Commission may terminate this Agreement by written notice to the Owner and with no liability to the Commission.

4. PRESERVATION OF TITLE AND CONDITION

A. After the date the Owner executes this Agreement and receives a counter-signed copy of this Agreement from the Commission as described in Section 1, the Owner shall not take any action or allow any action to be taken by others to cause the Property to become subject to any new interests, liens, restrictions, easements, covenants, reservations or other matters affecting the Owner’s title (such matters are referred to as “Encumbrances”).

B. The Owner hereby covenants that the Owner will not alter the condition of the Property at any time after the date the Owner receives a counter-signed copy of this Agreement from the Commission as described in Section 1. Further, the Owner will not release, or cause to be released, 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 in violation of applicable laws.

5. TITLE COMMITMENT AND SURVEY

The Commission shall obtain the Title Commitment for an owner’s policy of title insurance (the “Title Commitment”) issued by a title company selected by the Commission and reasonably acceptable to the Owner (the “Title Company”) within twenty (20) days after the Effective Date. The Commission, at its option, may obtain a survey of the Property, at its sole expense (the “Survey”). The Property shall be conveyed to the Commission free of all encumbrances, including but not limited to mortgages, judgments, and taxes, unless otherwise waived in writing by the Commission. The Title Commitment will be issued by a title company selected by the Commission and reasonably acceptable to the Owner (the “Title Company”). The Title Commitment shall:

(1) Agree to insure good, marketable and indefeasible fee simple title to the Property in the name of the Commission for the full amount of the Purchase Price upon delivery and recordation of a special warranty deed from the Owner to the Commission.

(2) Provide for issuance of a final ALTA owner’s title insurance policy, with any endorsements requested by the Commission, subject only to any encumbrances waived by the Commission.

Regardless of whether this transaction closes, the Commission shall be responsible for the title search charges, the cost of the Title Commitment and owner's policy as well as any endorsements thereto. Within thirty (30) days after the Commission's receipt of the Title Commitment, the Commission shall give the Owner written notice of any objections to the Title Commitment. Within thirty (30) days after the Commission's receipt of the Survey, if one is obtained, the Commission shall give the Owner written notice of any objections to the Survey. 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 Owner is unable or unwilling to correct the Commission's title and survey objections within the Due Diligence Period, the Commission may terminate this Agreement by written notice to the Owner prior to expiration of the Due Diligence Period. If the Commission fails to so terminate this Agreement, then such objections shall constitute "Permitted Encumbrances" as of the expiration of the Due Diligence Period, and the Commission shall acquire the Property without any effect being given to such title and survey objections.

6. THE OWNER'S REPRESENTATIONS AND WARRANTIES

The undersigned Owner represents and warrants to the Commission that the Owner 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. The undersigned Owner further represents and warrants it is fully empowered to donate the Property to the Commission under the terms and conditions stated in this Agreement, and that it has disclosed to the Commission any notifications from any local, state, or federal authority regarding environmental matters pertaining to the Property. The Owner shall provide the Commission a copy of all known environmental inspection reports, engineering, title, and survey reports and documents in the Owner's possession relating to the Property. In the event the Closing does not occur, the Commission will immediately return all such reports and documents to the Owner.

7. 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 a mutually agreeable date not later than sixty (60) days after the end of the Due Diligence Period, unless mutually agreed to in writing by the Parties.

B. Closing Procedure.

(1) At Closing, subject to the performance by the Commission of its obligations under this Agreement, the Owner shall deliver the special warranty deed, substantially in the form attached hereto as **Exhibit B**, conveying the Property to the Commission, subject only to Permitted Encumbrances, and the Title Company's delivery of the Title Commitment to the Commission in accordance with Section 5 above.

(2) The possession of the Property shall be delivered to the Commission at Closing, in substantially the same condition as it exists on the Effective Date, ordinary wear and tear and casualty excepted.

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

D. Personal Property. Any personal property remaining at the Property after Closing will be deemed to be abandoned by the Owner, and the Commission, in its sole discretion, may choose to exercise possession of and control over any such personal property.

E. The Owner's Due Diligence. The Owner acknowledges that the Owner has conducted its own due diligence and waives any right that the Owner may have to an appraisal or to contest or challenge the donation conveyed under this Agreement.

8. ACCEPTANCE OF PROPERTY "AS-IS"

Except as otherwise set forth herein, the Commission agrees the Property will be conveyed "as-is, where-is" and without any representations or warranties by the Owner as to the condition of the Property or its fitness for any particular use or purpose. The Owner 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.

9. TAXES

The Owner shall be responsible for all taxes related to the Property accruing through the Closing Date, if any, even if such taxes are not yet due and payable. The Commission, or the Commission's successors and assigns, shall be liable for all real property taxes accruing against the Property after the Closing Date, if any.

10. COMMISSIONS

The Parties acknowledge that neither the Commission nor the Owner are represented by any broker in connection with the transaction contemplated in this Agreement. The Commission and the Owner agree to indemnify and hold one another harmless from any claim for commissions in connection with the transaction contemplated in this Agreement.

11. INTERPRETATION; APPLICABLE LAW; JURISDICTION

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 be presumptively resolved, against either Party. This Agreement shall be interpreted and enforced according to the laws of the State of Indiana. 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.

12. 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 the Owner in care of the Owner's Representative, or to the Commission in care of the Commission's Representative (with a copy to South Bend Legal Department, 215 S Dr. Martin Luther King Jr. Blvd, Suite 600, South Bend, IN 46601, Attn: Corporation Counsel) at the respective addresses stated in Section 1 above. Either Party may, by written notice, modify the address for future notices to such Party.

13. 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.

14. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

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. The Parties acknowledge that disputes arising under this Agreement are likely complex and they desire to streamline and minimize the cost of resolving such disputes. In any legal proceeding, each Party irrevocably waives the right to trial by jury in any action, counterclaim, dispute, or proceeding based upon, or related to, the subject matter of this Agreement. This waiver applies to all claims against all parties to such actions and proceedings. This waiver is knowingly, intentionally, and voluntarily made by both Parties.

15. 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.

16. 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.

17. 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.

18. 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.

19. TIME

Time is of the essence of this Agreement.

20. ENTIRE AGREEMENT

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

21. BINDING EFFECT; COUNTERPARTS; SIGNATURES

All the terms and conditions of this Agreement will be effective and binding upon the Parties and their successors and assigns at the time the Agreement is fully signed and delivered by the Commission and the Owner. This Agreement may be separately executed in counterparts by the Commission and the Owner, and the same, when taken together, will be regarded as one original Agreement. Facsimile signatures will be regarded as original signatures.

22. AUTHORITY TO EXECUTE

The undersigned persons executing and delivering this Agreement on behalf of the Parties each represent and certify that they are empowered to execute and deliver this Agreement and that all necessary action has been taken and done.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement to be effective as of the 01 day of 24 2026.

COMMISSION:

South Bend Redevelopment
Commission

By:



Troy Warner, President

OWNER:

SINGH JAGDEEP


By:

Jagdeep Singh

Jagdeep Singh

ATTEST:

By:



Eli Wax, Secretary

EXHIBIT A

Description of Property

Commonly Known: 528 Euclid Ave

Parcel ID: 018-1037-1630

State ID: 71-08-02-376-022.000-026

Legal Description: Lot 17 Orchard Hts 1st

EXHIBIT B

Form of Special Warranty Deed

AUDITOR'S RECORD

TRANSFER NO. _____

TAXING UNIT _____

DATE _____

KEY NO. 018-1037-1630

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH, that SINGH JAGDEEP (the "Grantor")

CONVEYS AND SPECIALLY WARRANTS to the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment, 215 S. Dr. Martin Luther King Jr. Blvd, Suite 500, South Bend, Indiana 46601 (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"):

Commonly Known: 528 Euclid Ave

Parcel ID: 018-1037-1630

State ID: 71-08-02-376-022.000-026

Legal Description: Lot 17 Orchard Hts 1st

Grantor warrants title to the Property only insofar as it might be affected by any act of the Grantor during its ownership thereof and not otherwise. Further, Grantor hereby conveys the Property to the Grantee free and clear of all liens, leases, or licenses; subject to real property taxes and assessments; subject to all right of ways, easements, covenants, conditions, restrictions, and other matters of record; subject to rights of way for roads; subject to the Permitted Encumbrances set forth in Exhibit 1 attached hereto; and subject to all applicable building codes and zoning ordinances.

The undersigned person executing this deed on behalf of the Grantor represents and certifies that they are a duly authorized representative of the Grantor and has been fully empowered and authorized to execute and deliver this deed, and that all necessary action to complete this conveyance has been taken and done.

Signature Page Follows

GRANTOR:

SINGH JAGDEEP

By: _____
Jagdeep Singh, an individual,
who acquired title as Singh Jagdeep

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

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Jagdeep Singh, known to me to be the same individual who is described in and who executed the foregoing instrument, and acknowledged the execution of the foregoing Special Warranty Deed as their true act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the _____ day of _____, 2026.

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

EXHIBIT 1

Permitted Encumbrances