



# CITY OF SOUTH BEND

## BOARD OF PUBLIC WORKS

June 23, 2026

Ann Wright  
Allen Edwin Residential Builders LLC  
2186 E. Centre Ave.  
Portage, MI 49002  
[awright@allenedwin.com](mailto:awright@allenedwin.com)

RE: Consent to Annexation, Waiver of Rights to Remonstrate and  
Acknowledgement of City Compact Fees:  
26917 Marshall Dr., 51711 Denison Dr., 19488 Oakdale Ave, 23128 Anfield Dr.,  
23153 Rumford Dr., 26882 Marshall Dr., 51633 Prescott Ave., 51721 Fenwick  
Dr., 51725 Denison Dr., 52572 East Trail

Dear Ann:

At its June 23, 2026 meeting, the Board of Public Works approved the above referenced documents and recorded it with the St. Joseph County Recorder's Office on June 24, 2026. A copy is enclosed for your records.

Sincerely,  
/s/Hillary Horvath  
Hillary Horvath, Clerk



**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

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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	Green Development Ventures, LLC
Property Address	26917 Marshall Drive N
Tax ID/Key #	71-02-26-351-019.000-029
Legal Description	Lot 91A West Pointe Estates Sec 2 First Replat #17468 2-16-06
Mailing Address	2186 E Centre Ave, Portage, MI 49002
Phone/Email	616-878-1748 x452

Water/Sewer

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.

[Signature]  
(Property Owner 1 Signature)

Thomas Larabel  
Green Development Ventures, LLC  
Property Owner (Print Name)

CITY OF SOUTH BEND, INDIANA  
BOARD OF PUBLIC WORKS

[Signature]  
Elizabeth A. Maradik, President

[Signature]  
Murray L. Miller, Member

[Signature]  
Abigail E. Magas, P.E.  
Abigail E. Magas, Member

[Signature]  
Joseph R. Molnar, Vice President

[Signature]  
Breana N. Micou, Member

[Signature]  
Attest: Hillary R. Horvath, Clerk

Date: June 23, 2026

Date: May 18, 2026

Michigan  
STATE OF ~~INDIANA~~ )

) SS:  
Kalamazoo  
ST. JOSEPH COUNTY )

Before me, a Notary Public in and for said County and State, personally appeared the above named Thomas Larabel (Property Owner) and acknowledged execution of the above and foregoing Consent to Annexation to be their voluntary act and deed.

In addition, before me, a Notary Public in and for said County and State, personally appeared Thomas Larabel, whose name is subscribed as a witness to the foregoing instrument, who being duly sworn by me, deposes and says that the foregoing instrument was delivered to the witness by Thomas Larabel, Property Owner, and that said subscribing witness is not a party to the transaction and will not receive any interest in or proceeds from the property that is the subject of this transaction.

WITNESS my hand and Notarial Seal this 18<sup>th</sup> day of May, 20 26.

VALERIE MEDEMA  
Notary Public, State of Michigan  
County of Kalamazoo  
My Commission Expires February 2, 2030  
Acting in the County of Kent

[Signature]

Notary Public

Resident of ~~St. Joseph County, IN~~

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 \_\_\_\_\_

Hold Recorded copy for: Board of Public Works

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

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Property Owner 1	Green Development Ventures, LLC
Property Address	51711 Denison Drive
Tax ID/Key #	71-03-17-426-137.000-008
Legal Description	Lot 189 Willowgate Trails Sec 3 26/27 NP #654 3/7/2025
	Water/Sewer
Mailing Address	2186 E Centre Ave, Portage, MI 49002
Phone/Email	616-878-1748 x452

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.**

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(Property Owner 1 Signature)

Thomas Larabel  
Green Development Ventures, LLC  
Property Owner (Print Name)

CITY OF SOUTH BEND, INDIANA  
BOARD OF PUBLIC WORKS

  
Elizabeth A. Maradik, President

  
Murray L. Miller, Member

  
Abigail E. Magas, Member

  
Joseph R. Molnar, Vice President

  
Breana N. Micou, Member

  
Attest: Hillary R. Horvath, Clerk

Date: June 23, 2026

Date: May 18, 2026

STATE OF <sup>Michigan</sup> ~~INDIANA~~ )

) SS:

<sup>Kalamazoo</sup>  
~~ST. JOSEPH~~ COUNTY )

Before me, a Notary Public in and for said County and State, personally appeared the above named Thomas Larabel (Property Owner) and acknowledged execution of the above and foregoing Consent to Annexation to be their voluntary act and deed.

In addition, before me, a Notary Public in and for said County and State, personally appeared Thomas Larabel, whose name is subscribed as a witness to the foregoing instrument, who being duly sworn by me, deposes and says that the foregoing instrument was delivered to the witness by Thomas Larabel, Property Owner, and that said subscribing witness is not a party to the transaction and will not receive any interest in or proceeds from the property that is the subject of this transaction.

WITNESS my hand and Notarial Seal this 18<sup>th</sup> day of May, 2026.

VALERIE MEDEMA

Notary Public, State of Michigan

County of Kalamazoo

My commission expires February 2, 2030

Acting in the County of Kest



Notary Public

Resident of ~~St. Joseph County, IN~~

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 \_\_\_\_\_

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	Green Development Ventures, LLC
Property Address	19488 Oakdale Avenue
Tax ID/Key #	71-03-13-401-047.000-003
Legal Description	Lot 15 Audubon Woods Sec 2 21/22 NP #2265 11/20/2020
	Water/Sewer
Mailing Address	2186 E Centre Ave, Portage, MI 49002
Phone/Email	616-878-1748 x452

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.

CITY OF SOUTH BEND, INDIANA  
BOARD OF PUBLIC WORKS



(Property Owner 1 Signature)

Thomas Lumbel  
Green Development Ventures, LLC  
Property Owner (Print Name)

  
Elizabeth A. Maradik, President

Murray L. Miller  
Murray L. Miller, Member

Abigail E. Magas, P.E.  
Abigail E. Magas, Member

  
Joseph R. Molnar, Vice President

Breana N. Micou  
Breana N. Micou, Member

Hillary R. Horvath  
Attest: Hillary R. Horvath, Clerk

Date: June 23, 2026

Date: May 18, 2026

STATE OF <sup>Michigan</sup> INDIANA )  
 ) SS:  
<sup>Kalamazoo</sup>  
ST. JOSEPH COUNTY )

Before me, a Notary Public in and for said County and State, personally appeared the above named Thomas Lumbel (Property Owner) and acknowledged execution of the above and foregoing Consent to Annexation to be their voluntary act and deed.

In addition, before me, a Notary Public in and for said County and State, personally appeared Thomas Lumbel, whose name is subscribed as a witness to the foregoing instrument, who being duly sworn by me, deposes and says that the foregoing instrument was delivered to the witness by Thomas Lumbel, Property Owner, and that said subscribing witness is not a party to the transaction and will not receive any interest in or proceeds from the property that is the subject of this transaction.

WITNESS my hand and Notarial Seal this 18<sup>th</sup> day of May, 20 26.

VALERIE MEDEMA  
Notary Public, State of Michigan  
County of Kalamazoo  
My commission expires February 2, 2030  
Acting in the County of Kalamazoo

  
Notary Public  
Resident of St. Joseph County, IN

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 \_\_\_\_\_

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	Green Development Ventures, LLC
Property Address	23128 Anfield Drive
Tax ID/Key #	71-03-17-426-120.000-008
Legal Description	Lot 138 Willowgate Trails Sec 3 26/27 NP #654 3/7/2025
	<input checked="" type="checkbox"/> Water/Sewer
Mailing Address	2186 E Centre Ave, Portage, MI 49002
Phone/Email	616-878-1748 x452

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.

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CITY OF SOUTH BEND, INDIANA  
BOARD OF PUBLIC WORKS

  
(Property Owner 1 Signature)

Thomas Larabel, Green Development Ventures, LLC

Property Owner (Print Name)

  
Elizabeth A. Maradik, President

  
Murray L. Miller, Member

  
Abigail E. Magas, Member

  
Joseph R. Molnar, Vice President

  
Breana N. Micou, Member

  
Attest: Hillary R. Horvath, Clerk

Date: June 23, 2026

Date: 6-3-26

STATE OF ~~INDIANA~~ Michigan )  
kent ) SS:  
~~ST. JOSEPH~~ COUNTY )

Before me, a Notary Public in and for said County and State, personally appeared the above named Thomas Larabel (Property Owner) and acknowledged execution of the above and foregoing Consent to Annexation to be their voluntary act and deed.

In addition, before me, a Notary Public in and for said County and State, personally appeared Thomas Larabel, whose name is subscribed as a witness to the foregoing instrument, who being duly sworn by me, deposes and says that the foregoing instrument was delivered to the witness by Thomas Larabel, Property Owner, and that said subscribing witness is not a party to the transaction and will not receive any interest in or proceeds from the property that is the subject of this transaction.

WITNESS my hand and Notarial Seal this 3 day of June, 20 26.

My commission expires: 

Notary Public

Resident of St. Joseph County, IN

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 \_\_\_\_\_

V 11.09.2023

**LOLA VANSTEDUM**  
Notary Public, State of Michigan  
County of Ottawa County  
My Commission Expires December 2, 2031  
Acting in the County of kent

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	Green Development Ventures, LLC
Property Address	23153 Rumford Drive
Tax ID/Key #	71-03-17-426-123.006-008
Legal Description	Lot 146 Willowgate Trails Sec 3 26/27 NP #654 3/7/2025
Mailing Address	2186 E Centre Ave, Portage, MI 49002
Phone/Email	616-878-1748 x452

Water/Sewer

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.

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Hold Recorded copy for: Board of Public Works

CONSENT TO ANNEXATION, WAIVER OF RIGHT TO REMONSTRATE  
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Property Owner 1	Green Development Ventures, LLC
Property Address	26882 Marshall Drive N
Tax ID/Key #	71-02-26-351-012.000-029
Legal Description	Lot 67A West Pointe Estates Sec 2 First Replat #17468 2-16-06
Mailing Address	2186 E Centre Ave, Portage, MI 49002
Phone/Email	616-878-1748 x452

Water/Sewer

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[Signature]  
(Property Owner | Signature)

Thomas Karabel  
Green Development Ventures, LLC  
Property Owner (Print Name)

CITY OF SOUTH BEND, INDIANA  
BOARD OF PUBLIC WORKS

[Signature]  
Elizabeth A. Maradik, President

Murray L. Miller  
Murray L. Miller, Member

Abigail E. Magas, P.E.  
Abigail E. Magas, Member

[Signature]  
Joseph R. Molnar, Vice President

[Signature]  
Breana N. Micou, Member

Hillary R. Horvath  
Attest: Hillary R. Horvath, Clerk

Date: June 23, 2026

Date: May 18, 2026

Michigan  
STATE OF ~~INDIANA~~ )

) SS:  
Kalamazoo  
ST. JOSEPH COUNTY )

Before me, a Notary Public in and for said County and State, personally appeared the above named Thomas Karabel (Property Owner) and acknowledged execution of the above and foregoing Consent to Annexation to be their voluntary act and deed.

In addition, before me, a Notary Public in and for said County and State, personally appeared Thomas Karabel, whose name is subscribed as a witness to the foregoing instrument, who being duly sworn by me, deposes and says that the foregoing instrument was delivered to the witness by Thomas Karabel, Property Owner, and that said subscribing witness is not a party to the transaction and will not receive any interest in or proceeds from the property that is the subject of this transaction.

WITNESS my hand and Notarial Seal this 18<sup>th</sup> day of May, 20 26.

VALERIE MEDEMA  
Notary Public, State of Michigan  
My commission expires County of Kalamazoo  
My Commission Expires February 2, 2030  
Acting in the County of Kent

[Signature]  
Notary Public  
Resident of St. Joseph County, IN

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 \_\_\_\_\_

Hold Recorded copy for: Board of Public Works

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Property Owner 1	Green Development Ventures, LLC
Property Address	51633 Prescott Avenue
Tax ID/Key #	71-03-13-401-066.000 - 003
Legal Description	Lot 46 Audubon Woods Sec 2 21/22 NP #2265 11/20/2020
Mailing Address	2186 E Centre Ave, Portage, MI 49002
Phone/Email	616-878-1748 x452

Water/Sewer X

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\_\_\_\_\_  
(Property Owner 1 Signature)

Thomas Larabel, Green Development Ventures, LLC

Property Owner (Print Name)

CITY OF SOUTH BEND, INDIANA  
BOARD OF PUBLIC WORKS



Elizabeth A. Maradik, President



Murray L. Miller, Member



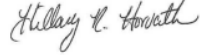
Abigail E. Magas, Member



Joseph R. Molnar, Vice President



Breana N. Micou, Member



Attest: Hillary R. Horvath, Clerk

Date: June 23, 2026

Date: 6-3-26

STATE OF Michigan )  
~~INDIANA~~ )


Kent ) SS:  
~~ST. JOSEPH~~ COUNTY )

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WITNESS my hand and Notarial Seal this 3 day of June, 20 26.

My commission expires December 2, 2031  
Acting in the County of Kent

  
\_\_\_\_\_  
Notary Public  
Resident of St. ~~Joseph~~ County, ~~IN~~

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 \_\_\_\_\_

Hold Recorded copy for: Board of Public Works

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Property Address	51721 Fenwick Drive
Tax ID/Key #	71-03-17-426-130.000-008
Legal Description	Lot 168 Willowgate Trails Sec 3 26/27 NP #654 3/7/2025
Mailing Address	2186 E Centre Ave, Portage, MI 49002
Phone/Email	616-878-1748 x452

Water/Sewer

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.

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(Property Owner 1 Signature)


Thomas Larabel, Green Development Ventures, LLC

Property Owner (Print Name)

CITY OF SOUTH BEND, INDIANA  
BOARD OF PUBLIC WORKS

  
Elizabeth A. Maradik, President

  
Murray L. Miller, Member

  
Abigail E. Magas, Member

  
Joseph R. Molnar, Vice President

  
Breana N. Micou, Member

  
Attest: Hillary R. Horvath, Clerk

Date: June 23, 2026

Date: 6-3-26

STATE OF ~~INDIANA~~ Michigan )

Kent ) SS:

~~ST. JOSEPH~~ COUNTY )

Before me, a Notary Public in and for said County and State, personally appeared the above named Thomas Larabel (Property Owner) and acknowledged execution of the above and foregoing Consent to Annexation to be their voluntary act and deed.

In addition, before me, a Notary Public in and for said County and State, personally appeared Thomas Larabel, whose name is subscribed as a witness to the foregoing instrument, who being duly sworn by me, deposes and says that the foregoing instrument was delivered to the witness by Thomas Larabel, Property Owner, and that said subscribing witness is not a party to the transaction and will not receive any interest in or proceeds from the property that is the subject of this transaction.

WITNESS my hand and Notarial Seal this 3 day of June, 2026.

My commission expires:



Notary Public

Resident of St. Joseph County, IN

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 \_\_\_\_\_

V 11.09.2023

**LOLA VANSTEDUM**  
Notary Public, State of Michigan  
County of Ottawa  
My Commission Expires December 2, 2031  
Acting in the County of Kent

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	Green Development Ventures, LLC
Property Address	51725 Denison Drive
Tax ID/Key #	71-03-17-426-138.000-008
Legal Description	Lot 190 Willowgate Trails Sec 3 26/27 NP #654 3/7/2025
Mailing Address	2186 E Centre Ave, Portage, MI 49002
Phone/Email	616-878-1748 x452

Water/Sewer

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.

CITY OF SOUTH BEND, INDIANA  
BOARD OF PUBLIC WORKS

*Elizabeth A. Maradik*

Elizabeth A. Maradik, President

*Murray L. Miller*

Murray L. Miller, Member

*Abigail E. Magas, P.E.*

Abigail E. Magas, Member

*Joseph R. Molnar*

Joseph R. Molnar, Vice President

*Breana N. Micou*

Breana N. Micou, Member

*Hillary R. Horvath*

Attest: Hillary R. Horvath, Clerk

Date: June 23, 2026

*Thomas Larabel*  
(Property Owner 1 Signature)  
Thomas Larabel  
Green Development Ventures, LLC  
Property Owner (Print Name)

Date: May 18, 2026

STATE OF <sup>Michigan</sup> INDIANA )  
 ) SS:  
<sup>Kalamazoo</sup>  
ST. JOSEPH COUNTY )

Before me, a Notary Public in and for said County and State, personally appeared the above named Thomas Larabel (Property Owner) and acknowledged execution of the above and foregoing Consent to Annexation to be their voluntary act and deed.

In addition, before me, a Notary Public in and for said County and State, personally appeared Thomas Larabel, whose name is subscribed as a witness to the foregoing instrument, who being duly sworn by me, deposes and says that the foregoing instrument was delivered to the witness by Thomas Larabel, Property Owner, and that said subscribing witness is not a party to the transaction and will not receive any interest in or proceeds from the property that is the subject of this transaction.

WITNESS my hand and Notarial Seal this 18<sup>th</sup> day of May, 20 26.

VALERIE MEDEMA  
Notary Public, State of Michigan  
County of Kalamazoo  
My Commission Expires February 2, 2030  
Acting in the County of Keokuk

*Valerie Medema*  
\_\_\_\_\_  
Notary Public  
Resident of St. Joseph County, IN

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 \_\_\_\_\_

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	Green Development Ventures, LLC
Property Address	52572 East Trail
Tax ID/Key #	71-02-24-301-066.000-29
Legal Description	Lot 439 Fox Run Sec 7 Pt 4 NP#8812 9-15-05
	Water/Sewer
Mailing Address	2186 E Centre Ave, Portage, MI 49002
Phone/Email	616-878-1748 x452

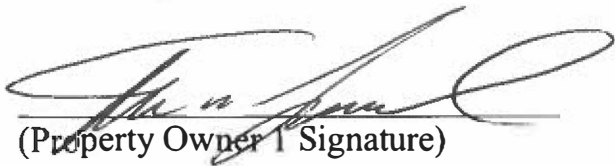
owner(s) of the Real Estate, (hereinafter "Owner"), for themselves and their successors in title, assigns, and personal representatives, hereby irrevocably waive and release any and all right which they may now or hereafter have to remonstrate against or otherwise interfere with, or oppose any pending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

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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.

  
(Property Owner 1 Signature)

Thomas Larabel  
Green Development Ventures, LLC  
Property Owner (Print Name)

CITY OF SOUTH BEND, INDIANA  
BOARD OF PUBLIC WORKS

  
Elizabeth A. Maradik, President

  
Murray L. Miller, Member

  
Abigail E. Magas, Member

  
Joseph R. Molnar, Vice President

  
Breana N. Micou, Member

  
Attest: Hillary R. Horvath, Clerk

Date: June 23, 2026

Date: May 18, 2026

STATE OF <sup>Michigan</sup> ~~INDIANA~~ )

) SS:


Kalamazoo  
~~ST. JOSEPH~~ COUNTY )

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WITNESS my hand and Notarial Seal this 18<sup>th</sup> day of May, 20 26.

VALERIE MEDEMA  
Notary Public, State of Michigan  
County of Kalamazoo  
My Commission Expires February 2, 2030  
Acting in the County of Kent

  
Notary Public  
Resident of St. Joseph County, IN

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 \_\_\_\_\_