

REAL ESTATE DONATION AGREEMENT

This Real Estate Donation Agreement (“Agreement”) is made effective by and between Shiv Kumar Duggal and Surabhi Duggal, each an individual and holding title to the Property (as later defined) as Duggal Shiv Kumar & Surabhi HW (the “Owner”), and the City of South Bend, Indiana, acting by and through its Board of Public Works, with an address of 215 S Dr. Martin Luther King Jr. Boulevard, Suite 400, South Bend, IN 46601 (the “City”) (each a “Party” and together the “Parties”).

RECITALS

A. The City is a municipal corporation existing and operating pursuant to the laws of the State of Indiana.

B. The Owner owns certain real property and all improvements thereon located at 1802 Fassnacht Avenue in South Bend, Indiana and more particularly described in attached **Exhibit A** (the “Property”).

C. Indiana Code 36-1-10.5 grants the City’s Board of Public Works the authority to acquire property without an appraisal as long as the purchase price is below \$25,000.00.

D. The Property is worth less than \$25,000.00.

E. The Owner desires to donate the Property to the City and the City desires to accept the Property from the Owner upon the terms and conditions as set forth in this Agreement.

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 City and the Owner agree as follows:

1. CONVEYANCE OF THE PROPERTY

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

Shiv Kumar Duggal
Surabhi Duggal
4759 Weatherford Pl
Apt 107
Oxford, FL
34484-9642

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

City of South Bend, Acting Through its Board of Public Works
215 S. Dr. Martin Luther King Jr. Blvd.
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 City and the Owner (the “Effective Date”).

2. CONSIDERATION

The Owner acknowledges that this conveyance is made as a voluntary donation to the City, 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. CITY’S DUE DILIGENCE

A. Investigation. The Owner acknowledges that the City’s determination to accept the Property requires a process of investigation (City’s “Due Diligence”) into various matters. Therefore, the City’s obligation to accept the transfer of the Property is conditioned upon the satisfactory completion, in the City’s discretion, of the City’s Due Diligence, including, without limitation, the City’s examination, at the City’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 City, 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 City may not take any action upon the Property which reduces the value thereof; and further provided that the City 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 City or the City’s agents or representatives.

C. Due Diligence Period. The City 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 City 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 City determines, in its sole discretion, not to proceed with the purchase of the Property, the City may terminate this Agreement by written notice to the Owner and with no liability to the City.

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 City 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 City 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 City shall obtain the Title Commitment for an owner's policy of title insurance (the "Title Commitment") issued by a title company selected by the City and reasonably acceptable to the Owner (the "Title Company") within twenty (20) days after the Effective Date. The City, at its option, may obtain a survey of the Property, at its sole expense (the "Survey"). The Property shall be conveyed to the City free of all encumbrances, including but not limited to mortgages, judgments, and taxes, unless otherwise waived in writing by the City. The Title Commitment will be issued by a title company selected by the City 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 City for the full amount of the Purchase Price upon delivery and recordation of a special warranty deed from the Owner to the City.

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

Regardless of whether this transaction closes, the City 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 City's receipt of the Title Commitment, the City shall give the Owner written notice of any objections to the Title Commitment. Within thirty (30) days after the City's receipt of the Survey, if one is

obtained, the City 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 City’s title and survey objections within the Due Diligence Period, the City may terminate this Agreement by written notice to the Owner prior to expiration of the Due Diligence Period. If the City fails to so terminate this Agreement, then such objections shall constitute “Permitted Encumbrances” as of the expiration of the Due Diligence Period, and the City 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 City 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 City under the terms and conditions stated in this Agreement, and that it has disclosed to the City any notifications from any local, state, or federal authority regarding environmental matters pertaining to the Property. The Owner shall provide the City 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 City 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 City 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 City, subject only to Permitted Encumbrances, and the Title Company’s delivery of the Title Commitment to the City in accordance with Section 5 above.

(2) The Board authorizes Erin Michaels of the City’s Department of Community Investment to sign at Closing of the conveyance of the Property to the City from the Owner, as well as execute any other document necessary to affect the City’s acceptance of the Property.

(3) The possession of the Property shall be delivered to the City 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 City 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 City, 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 conveyance of the Property under this Agreement.

8. ACCEPTANCE OF PROPERTY "AS-IS"

Except as otherwise set forth herein, the City 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 City, or the City's successors and assigns, shall be liable for all real property taxes accruing against the Property after the Closing Date, if any.

10. CITIES

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

City'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 City and supersedes all prior discussions, understandings, or agreements between the Owner and the City 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 City and the Owner. This Agreement may be separately executed in counterparts by the City 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 14th day of April 2026.

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



Elizabeth A. Maradik, President



Joseph R. Molnar, Vice President



Murray L. Miller, Member



Breana M. Micou, Member



Abigail E. Magas, Member

Attest:



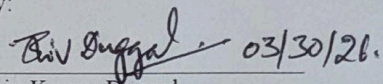
Hillary R. Horvath, Clerk

Date: April 14, 2026

OWNER:

Duggal Shiv Kumar & Surabhi HW

By:


Shiv Kumar Duggal

By:

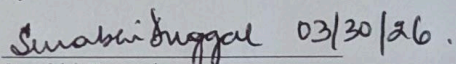

Surabhi Duggal

EXHIBIT A

Description of Property

Commonly Known: 1802 FASSNACHT AVE

Parcel ID: 018-2012-0264

State ID: 71-08-03-481-006.000-026

Legal Description: Lot 184 Linden Place Add

EXHIBIT B

Form of Special Warranty Deed

AUDITOR'S RECORD
TRANSFER NO. _____
TAXING UNIT _____
DATE _____
KEY NO. 018-2012-0264

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH, that Duggal Shiv Kumar & Surabhi HW (the "Grantor")

CONVEYS AND SPECIALLY WARRANTS to City of South Bend, Indiana, by and through its Board of Public Works, 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: 1802 Fassnacht Ave
Parcel ID: 018-2012-0264
State ID: 71-08-03-481-006.000-026
Legal Description: Lot 184 Linden Place Add

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:

Duggal Shiv Kumar & Surabhi HW

By: _____
Shiv Kumar Duggal and,

By: _____
Surabhi Duggal

Each an individual, who acquired title as Duggal Shiv Kumar & Surabhi HW

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

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared _____, 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/ Michael J. Schmidt

This instrument was prepared by Michael J. Schmidt, Assistant City Attorney, 215 S. Dr. Martin Luther King, Jr. Blvd, Suite 600, South Bend, Indiana 46601.

EXHIBIT 1

Permitted Encumbrances

**BOARD OF PUBLIC WORKS
AGENDA ITEM REVIEW REQUEST FORM**

Date	3/30/2026		
Name	Erin Michaels	Department	DCI
BPW Date	4/14/2026	Phone Extension	5931

Review and Approval Required Prior to Submittal to Board

Diversity Compliance and Inclusion Officer	<input type="checkbox"/>	Officer Name	_____
BPW Attorney	<input checked="" type="checkbox"/>	Attorney Name	Michael Schmidt
Dept. Attorney	<input type="checkbox"/>	Attorney Name	_____
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 type="checkbox"/> Resolution	
<input checked="" type="checkbox"/> Other: Real Estate Donation Agreement		<input type="checkbox"/> Ease./Encroach	

Required Information

Company or Vendor Name	Shiv Kumar Duggal & Surabhi Duggal
New Vendor	<input type="checkbox"/> Yes <input type="checkbox"/> If Yes, Approved by Purchasing
	<input type="checkbox"/> No
MBE/WBE Contractor	<input type="checkbox"/> MBE <input type="checkbox"/> WBE
	Completed E-Verify Form Attached <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Name	1802 Fassnacht Ave Real Estate Donation Agreement
Project Number	_____
Funding Source	_____
Account No.	_____
Amount	_____
Terms of Contract	_____
Purpose/Description	Requesting approval of a Real Estate Donation Agreement for the donation of a vacant lot at 1802 Fassnacht Ave to the City's ownership. The property has no active code violations and is current on taxes.

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:		_____