

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") entered this 12th day of May 2026, by and between the City of South Bend, Indiana (the "City"), by and through its contracting body, the Board of Public Works (the "Board" and together with the City, "Seller") and Palmer Funeral Homes Inc, 2528 Mishawaka Ave, South Bend, IN 46615 in their individual capacity. ("Buyer") (Each a "Party" and together the "Parties").

WITNESSETH:

WHEREAS, I.C. 36-1-11 (the "Act") establishes the procedure for the sale and rental of real property owned by the City; and

WHEREAS, the Board is empowered to carry out the provisions of said statute; and

WHEREAS, the Seller owns certain real property located in the City, commonly known as 3814 S Michigan St, and more particularly described in attached **Exhibit A** (the "Property"); and

WHEREAS, pursuant to the Act, Seller requested to advertise the sale of the Property on March 10, 2026; and

WHEREAS, pursuant to the Act and its advertisement on March 13, 2026 and March 20, 2026, Seller opened bids for the purchase of the Property at a public hearing on April 14, 2026; and

WHEREAS, Buyer was the highest and most responsive bidder; and

WHEREAS, Seller desires to sell the Property to Buyer on the terms stated in this Agreement.

NOW, 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, Buyer and Seller agree as follows:

1. PURCHASE OBLIGATION

A copy of this Agreement, signed by Buyer, shall confirm Buyer's offer to purchase the Property for the sum of \$7,550. A certified check in the aforementioned amount plus the cost of the Advertising Fee, Transfer fee, Recording Fee and County Sales Disclosure Form fee (hereinafter, "Associated Fees") shall be delivered to the following representative ("Seller's Representative") no later than 60 days from the date of this Agreement:

Hillary Horvath

Department of Public Works
City of South Bend
215 S. Dr. Martin Luther King Jr. Blvd
Suite 400
South Bend, IN 46601

2. PURCHASE PRICE AND EARNEST MONEY DEPOSIT

A. Purchase Price. The purchase price for the Property shall be SEVEN THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$7,550.00) (the "Purchase Price"), payable by Buyer to Seller as mentioned above.

B. Earnest Money Deposit. No earnest amount shall be required.

3. ACCEPTANCE OF PROPERTY "AS-IS"

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 Buyer's Use or 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.

4. 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.

5. TAXES

Buyer, and Buyer's successors and assigns, shall be liable for any and all real property taxes assessed and levied against the Property with respect to the year in which the sale occurred and for all subsequent years. Seller shall have no liability for any real property taxes associated with the Property, and nothing in this Agreement shall be construed to require the proration or other apportionment of real property taxes resulting in Seller's liability therefor.

6. TITLE AND ABSTRACT COSTS

The Buyer agrees to pay all title and abstract costs involved in said transaction which it shall desire or request.

7. **COMMISSIONS**

The Parties acknowledge that neither is represented by any broker in connection with the transaction contemplated in this Agreement. Buyer agrees to indemnify and hold Seller harmless from any claim for commissions in connection with the transaction contemplated in this Agreement.

8. **BUYER'S POST-CLOSING OBLIGATION**

Buyer shall comply, and shall ensure the compliance by any third-party using the Property with Buyer's permission, with all applicable laws with regard to the use of the Property.

9. **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.

10. **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.

11. **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 by Buyer and Seller. 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.

12. **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.

13. 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.

14. 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.

15. ENTIRE AGREEMENT

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

16. ASSIGNMENT

Buyer and Seller agree that this Agreement or any of Buyer's rights hereunder may not be assigned by Buyer, in whole or in part.

17. AUTHORITY TO EXECUTE

The undersigned Parties executing and delivering this Agreement represent and certify that they are the duly authorized and fully empowered to execute and deliver this Agreement. Further, the President and the Clerk of the Board shall be authorized to execute a Quit Claim deed in favor of Buyer.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement to be effective as of the Contract Date.

BUYER:

Palmer Funeral Homes Inc



Kent R. Palmer, President

Date

**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: May 26, 2026

EXHIBIT A

Description of Property

Address: 3814 S MICHIGAN ST, SOUTH BEND, IN 46614

Parcel ID: 018-7148-5275

State Parcel ID: 71-08-25-103-003.000-026

Legal Description: 150 Ft W End Lot 39 Ex 5 Ft N Side Chippewa Hts 2nd Plat

EXHIBIT B

Quit Claim Deed

RETURN TO:

Palmer Funeral Homes, Inc
2528 Mishawaka Ave
South Bend, IN 46615

AUDITOR'S RECORD

TRANSFER NO. _____
TAXING UNIT _____
DATE _____
KEY NO. 018-7148-5275

QUIT CLAIM DEED

THIS INDENTURE WITNESSETH, THAT the **Civil City of South Bend, Indiana, by and through its Board of Public Works** (the "Grantor")

CONVEYS AND QUIT CLAIMS TO Palmer Funeral Homes, Inc, 2528 Mishawaka Ave, South Bend, IN 46615, an Indiana For-Profit Corporation (the "Grantee") for and in consideration of SEVEN THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$7,550) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the following real estate in St. Joseph County, Indiana:

Address: 3814 S Michigan St, South Bend, IN 46614

Parcel ID: 018-7148-5275

State Parcel ID: 71-08-25-103-003.000-026

Legal Description: 150 Ft W End Lot 39 Ex 5 Ft N Side Chippewa Hts 2nd Plat

Grantor hereby conveys the above-described real estate free and clear of all leases, licenses, or other interests, both legal and equitable, and all encumbrances of any kind or character, subject to all highways, easements and rights of way of record.

The President and Clerk executing this Quit Claim Deed on behalf of the Grantor have each been fully empowered and authorized to execute this Quit Claim Deed pursuant to a Purchase Agreement dated April 28, 2026 and that all action necessary to complete this conveyance on Grantor's behalf has been duly taken.

Signature Page Follows

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

Date	5/6/2026		
Name	Erin Michaels	Department	DCI
BPW Date	5/26/2026	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 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 type="checkbox"/> Resolution
<input checked="" type="checkbox"/> Other: Purchase Agreement		<input type="checkbox"/> Ease./Encroach

Required Information

Company or Vendor Name	Palmer Funeral Homes Inc		
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	3814 S Michigan St		
Project Number	_____		
Funding Source	_____		
Account No.	_____		
Amount	_____		
Terms of Contract	_____		
Purpose/Description	Request for signature on purchase agreement for real property owned by the Board of Public Works located at 3814 S Michigan St to be sold to K.R. Palmer of Palmer Funeral Homes, Inc. K.R. Palmer is an adjacent property owner whose bid was awarded for this property at the BPW meeting on April 28.		

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:	_____		