



**GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF February 12, 2019**

The Goshen Redevelopment Commission will meet on February 12, 2019 at 3:00 p.m. in the City Court Room/ Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

1. CALL TO ORDER/ROLL CALL

2. APPROVAL OF MINUTES

3. INTRODUCTION - Amanda Qualls – Goshen Community Schools Appointee

Brian Garber – City Council Appointee

4. NEW BUSINESS

Election of Secretary

Resolution 07-2019 – Award Bid and Authorize Payment to INDOT for Kercher Road Reconstruction Phase 2 Dierdorff Road to US33

Resolution 08-2019 – Approve Amendment to the Agreement with JPR for Design and Survey for 3rd Street, Jefferson Street & River Race Drive Modifications

Resolution 09-2019 – Authorize Acceptance and Execution of Purchase Agreement of 102 East Kercher Road

5. APPROVAL OF REGISTER OF CLAIMS

6. MONTHLY REDEVELOPMENT STAFF REPORT

7. OPEN FORUM

The open forum is for the general discussion of items that are not otherwise on the agenda. The public will also be given the opportunity at this time to present or comment on items that are not on the agenda.

8. ANNOUNCEMENTS

Next Regular Meeting – March 12, 2019 at 3:00 p.m.

9. EXECUTIVE SESSION

Pursuant to the provisions of the Open Door Law and Indiana Code § 5-14-1.5-6.1(b)(2)(D), the Goshen Redevelopment Commission will meet in executive session at the conclusion of the regular meeting for discussion of strategy with respect to the purchase or lease of real property.

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of January 15, 2019

The Goshen Redevelopment Commission met in a regular meeting on January 15, 2019 at 2:00 p.m. in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

CALL TO ORDER/ROLL CALL

The meeting was called to order by President Thomas Stump. On call of the roll, the members of the Goshen Redevelopment Commission were shown to be present or absent as follows:

Present: Andrea Johnson, Brian Krider, Thomas Stump, Vince Turner and Brett Weddell

Absent: Jose Elizalde

APPROVAL OF MINUTES

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve the minutes of the December 11, 2018 regular meeting.

The motion was adopted unanimously.

ELECTION OF OFFICERS

Commissioner Turner nominated Commissioner Stump for President of the Goshen Redevelopment Commission and Commissioner Weddell seconded. There being no objections, Commissioner Stump was elected as President of the Goshen Redevelopment Commission for the 2019 calendar year.

Commissioner Weddell nominated Commissioner Turner for Vice President of the Goshen Redevelopment Commission and Commissioner Krider seconded. There being no objections, Commissioner Turner was elected as Vice President of the Goshen Redevelopment Commission for the 2019 calendar year.

Commissioner Turner nominated Commissioner Weddell for Secretary of the Goshen Redevelopment Commission and Commissioner Krider seconded. There being no objections, Commissioner Weddell was elected as Secretary of the Goshen Redevelopment Commission for the 2019 calendar year.

UNFINISHED BUSINESS

Resolution 85-2018 – Approve Request from Goshen Engineering to Issue a Request for Proposals for Engineering Services for the US33 Auxiliary Lanes from Plymouth Avenue to Fairfield Avenue

(3:23) Leslie Biek, Traffic Engineer, is requesting permission to send out Request for Proposals (RFP) for design services thru INDOT's process. This was tabled last month so Legal Department could have time to review the proposal.

A motion was made by Commissioner Weddell and seconded by Commissioner Turner to approve Resolution 85-2018

The motion was adopted unanimously.

NEW BUSINESS

Resolution 01-2019 – Partial Release of Real Estate Mortgage Executed by Millrace Neighborhood LLC

(5:55) Larry Barks, City Attorney, these releases are done periodically as they have gotten different pieces done.

A motion was made by Commissioner Weddell and seconded by Commissioner Turner to approve Resolution 01-2019

The motion was adopted unanimously.

Resolution 02-2019 – Authorize Acquisition of Real Estate at 102 Olive Street

(6:33) Mark Brinson, Community Development Director, this property at the corner of Olive Street and East Lincoln Avenue. This home has fire damage and as a result we were able to purchase for \$15,000 as is and the home will need to be demolished.

(7:18) Commissioner Turner asked how soon the home could be demolished and Becky Hutsell, Redevelopment Project Manager, said after a contract is awarded it normally takes 90 days.

(8:23) Commissioner Stump stated that are two good reasons for purchasing this home. First, it borders the Goshen Police Shooting Range and second, it may be needed for turning radius which is questionable at this time.

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve Resolution 02-2019

The motion was adopted unanimously.

Resolution 03-2019 – Approve and Authorize Execution of Supplemental Agreement #3 with DLZ for Kercher Road Phase II Reconstruction

(9:30) Leslie Biek, Traffic Engineer, Kercher Road Phase 2 bids next month and during final review it was discovered that the conduit for traffic signal interconnect was not included. DLZ had not been informed to include in the project so this agreement will move money around. This is a no cost increase to design contract. This will move money to roadway design from translation services, reduce info meetings and reimbursable permit costs that were not used.

A motion was made by Commissioner Weddell and seconded by Commissioner Turner to approve Resolution 03-2019

The motion was adopted unanimously.

Resolution 04-2019 – Approve and Authorize Execution of Listing Agreement with Century 21 for 102 East Kercher Road

(10:55) Mark Brinson, Community Development Director, at the end of 2018 a Request for Proposals (RFP) was issued to hire a real estate broker to market certain properties. Initially it was for 102 East

Kercher and there may more potential listings. One proposal was received from Patty Miller at Century 21.

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve Resolution 04-2019

The motion was adopted unanimously.

Resolution 05-2019 – Approve Agreement Amendment with Amy Worsham for Creative Arts Coordinator Services

(13:03)Becky Hutsell, Redevelopment Project Manager is seeking approval of the proposed agreement amendment with Ms. Worsham. Ms. Hutsell gave the commission brief background of the grant provided to the city by the Convention Visitors Bureau and Elkhart County Community Foundation. Ms. Hutsell explain the changes in the agreement. The commission does not fund this but is a pass thru for the grant and are requesting to execute this agreement amendment.

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve Resolution 05-2019

The motion was adopted unanimously.

Resolution 06-2019 – Authorize Acquisition of Real Estate at 702 East Lincoln Avenue

(18:50) Larry Barks, City Attorney, there was an offer to purchase for \$65,000 with a counter proposal of \$75,000. This agreement is for \$70,000 and the homeowner will maintain possession until December of 2019 and have salvage rights. Demolition of homes along Lincoln Avenue will be done at the same time.

A motion was made by Commissioner Weddell and seconded by Commissioner Turner to approve Resolution 06-2019.

The motion was adopted unanimously.

Update – MACOG Call for Projects

(20:49) Leslie Biek, Traffic Engineer, at the November meeting the commission was notified that 3 projects were submitted to MACOG and they selected the College Avenue project from US33 to the railroad tracks. This project would be funded for construction in 2025, PE in 2020 and right of way in 2022/23. This is an 80/20 federally funded project.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve payment of the Register of Claims totaling \$1, 130,696.80.

The motion was adopted unanimously.

MONTHLY REDEVELOPMENT STAFF REPORT

Community Development Director Mark Brinson noted that the Millrace townhome site was added and an agreement should be ready for next month's meeting.

OPEN FORUM

(24:00) Leslie Biek, Traffic Engineer, between now and next month's meeting the Ninth Street project bids 1/16/19 and Kercher Road Reconstruction Phase 2 bid 2/6/19. Will have those numbers for the commission at the next meeting.

(25:19) Commissioner Stump stated that he received a letter from the Greenwood Home Owners Association regarding drainage issues in the area with the new school being built.

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for February 12, 2019 at 3:00 p.m.

ADJOURNMENT

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to adjourn the meeting.

The regular meeting was adjourned at 2:28 p.m.

APPROVED on February 11, 2019

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Secretary

RESOLUTION 07-2019

**Award Bid and Authorize Payment to INDOT for
Kercher Road Reconstruction Phase 2 Dierdorff Road to US33**

WHEREAS sealed bids were solicited for the Kercher Road Reconstruction from the Railroad to Dierdorff Road

WHEREAS the Engineering Department has reviewed the bids submitted and recommend that the bid for the Project be awarded to Rieth Riley Construction as the lowest responsible and responsive bidder.

WHEREAS immediate payment to INDOT is necessary to proceed, in the amount of \$751,600 which represents the City's 20% obligated match for construction related costs.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission that:

1. The bid for the Project is awarded to Rieth Riley Construction as the lowest responsible and responsive bidder.
2. INDOT is processing an agreement to award the contract and issue a Notice to Proceed Construction.
3. Approval for payment to INDOT is requested in the amount of \$751,600.

PASSED and ADOPTED on February 12, 2019.

Thomas W. Stump, President

Secretary



**Engineering Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Redevelopment Commission

FROM: Leslie Biek, PE

RE: **KERCHEP PH 2 BID RESULTS AND PRE-APPROVAL FOR CLAIM
(PN: 2014-0021)**

DATE: February 6, 2019

The bid results came in for the Kercher Ph 2 project. The estimate for construction was approximately \$4,550,000. The results are as follows:

Contractor	Bid Amount
Rieth Riley	\$3,758,000.00
Selge Construction	\$3,955,712.19
Phend and Brown	\$4,019,827.67
Walsh and Kelly	\$4,102,744.00
HRP Construction	\$4,119,585.87

INDOT will likely award to the lowest responsive and responsible bidder which appears to be Rieth Riley. INDOT will then bill the City 20% of the construction cost.

In order to prevent any delays in the award, it is requested the Redevelopment Commission give pre-approval to pay INDOT 20% of the bid price which amounts to \$751,600 through the Board of Works once it has been received. The claim will then be retroactively approved at the next Redevelopment meeting.

Thank you for your consideration of this request.

RESOLUTION 08-2019

Approve Amendment to the Agreement with JPR for Design and Survey of 3rd Street, Jefferson Street and River Race Drive Modifications

WHEREAS an agreement was entered into between the City and JPR for design and survey for 3rd Street, Jefferson Street and River Race Modifications dated October 9, 2018 in the amount of \$18,400.00.

WHEREAS an additional survey and design work to offset the parking impacts to the property at 211 S 3rd Street.

WHEREAS the Engineering Department requests an amendment to the agreement for an addition, in the amount of \$13,100.00, for a total cost of \$31,500.00 which includes survey, parking lot concepts design and erosion control permit.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission that Community Development Director Mark Brinson is authorized to execute a construction amendment agreement on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on February 12, 2019.

Thomas W. Stump, President

Secretary



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MEMORANDUM

TO: Redevelopment Commission

FROM: Leslie Biek, PE

RE: **CONTRACT AMMENDMENT FOR DESIGN FOR THE REDEVELOPMENT OF
RIVER RACE BY JEFFERSON ST
(PN: 2017-0014)**

DATE: February 6, 2019

JPR has been contracted to perform the design of the improvements at 3rd St, Jefferson, River Race Drive and the new pervious parking lot. Phase 1 of the project was completed last year along 3rd St at Jefferson. The consultant is about finished with the design of the pervious parking lot and River Race Drive widening.

Engineering has asked JPR to provide a proposal for additional survey and design work to offset the parking impacts to the property at 211 S. 3rd St. The proposal includes survey of the parking lot at this property as well as additional survey to the city owned parking lot at the SW corner of 3rd and Washington. The consultant will see if the City may be able to expand the existing City lot to offset the reduction in parking and reserve it for the Crowder Law Offices use. The cost for the survey, parking lot concepts design, and erosion control permit is \$13,100 added to the contract. This would bring the revised contract price to \$31,500.

It is requested the Redevelopment Commission approve amendment 1 to the design contract with JPR for a revised contract amount of \$31,500.

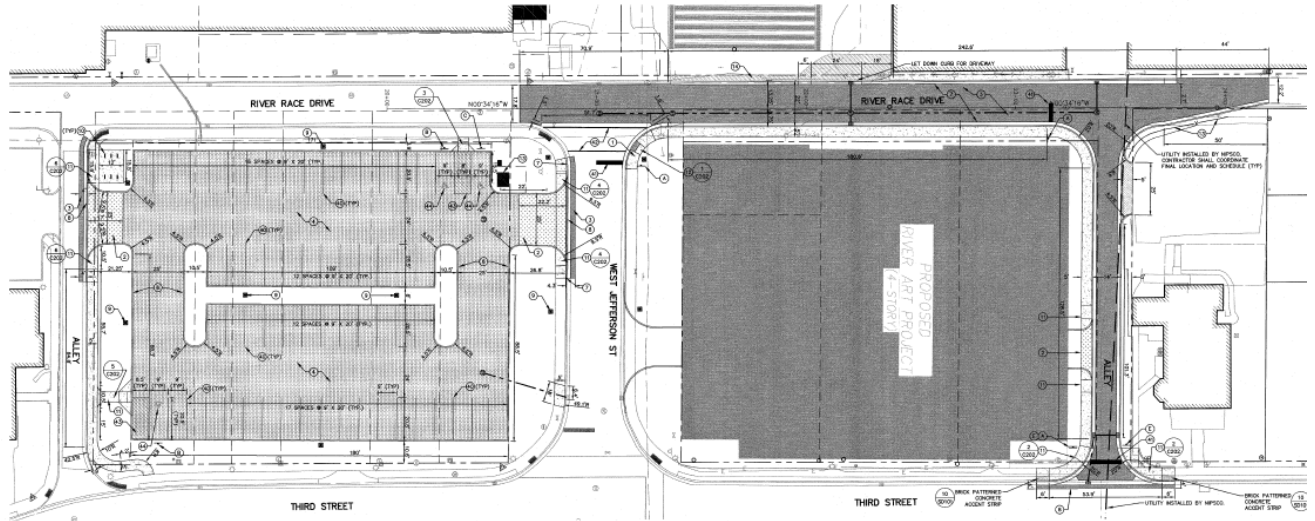
Thank you for your consideration of this request.



**Engineering Department
CITY OF GOSHEN**

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February 1, 2019

City of Goshen
Engineering Department
204 E. Jefferson Suite 1
Goshen IN, 46528

Attn: Leslie Beik, PE

**RE: JEFFERSON STREET DEVELOPMENT – ADDITIONAL PARKING LOTS
SURVEY AND DESIGN**

Dear Leslie,

Thank you for the opportunity to submit this proposal for the additional parking lots survey and design. We understand that there are **two** separate areas to be surveyed, designed and added into the “Jefferson Street Development” construction documents. The three areas are as follows:

- Existing private gravel parking lot west of 211 S. 3rd Street – New asphalt paving with drainage tying into new storm manhole on River Race Drive
- Existing public parking lot north of 211 S. 3rd Street - Parking extended to the South in order to add parking spaces.
- .

After review of the available information we would propose the following scope of work:

Task 1 - Survey:

A topographic survey will be performed to tie into the survey information we have and expand it to include the additional areas of proposed improvements.

Task 2 – Parking lot layout concepts:

Based on field measurements and aerial imagery, JPR will develop parking lot layout concepts and exhibits for City of Goshen review and approval, as well as coordination purposes with the property owner at 211 S. 3rd Street. This task will include one meeting with the City of Goshen and one revision to the layouts in order to incorporate feedback.

Task 3 – Construction Documents and Incorporation into the Jefferson Street Development Bid Package

Once the survey is complete and the parking lot layout concepts have been approved by the City of Goshen and property owner, JPR will develop construction documents and incorporate the proposed improvements into the Jefferson Street Development bid package. This will include:

- a. Demolition Plans
- b. Dimension Plans
- c. Grading Plans
- d. Utility and Stormwater Management Plans
- e. Landscape Plans

- f. Lighting Plans
- g. Erosion Control Plans
- h. Site Construction Details
- i. Specifications

Task 4 – Erosion Control Permit:

With the addition of the areas described above the total site will now be over an acre and Indiana state law will require a “Rule 5” permit application be submitted to the Elkhart County Soil and Water Conservation District. Notice of Intent documentation will be sent to the Indiana Department of Environmental Management.

Schedule

JPR anticipates approximately 6 weeks will be required for survey, design and documentation and recommends the following schedule.

- January 31, 2019 – Notice to Proceed on Survey and Parking Lot Layout Concepts
- February 12, 2019 – Parking lot layout concepts submitted for City of Goshen and property owner approval
- February 12, 2019 – Notice to Proceed with Construction Documents and Rule 5 Permit
- March 7, 2019 – Meeting to review updated construction documents and provide any feedback
- March 15, 2019 – First advertisement for bid package

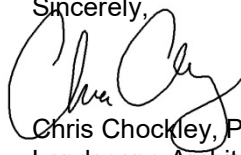
Project Fees

The lump sum fee to provide the tasks outlined in the Scope of Services is as follows:

Task 1 – Survey Services	\$3,600.00
Task 2 – Parking Lot Layout Concepts	\$2,000.00
Task 3 – Construction Documents	\$4,000.00
Task 4 – Rule 5 Erosion Control Permit	<u>\$3,500.00</u>
Total	\$13,100.00

Thank you again for this opportunity. Please feel free to call me at 574-232-4388 with any questions.

Sincerely,



Chris Chockley, PLA, AICP
Landscape Architecture Department Manager

J:\Proposals\City of Goshen\2018\3rd and Jefferson and Riverrace
Modifications\2018-07-24 3rd Street Geotech.docx

PROPOSAL ACCEPTANCE

Please initial next to the tasks and/or alternates and then this proposal is hereby accepted and authorization to proceed is hereby granted:

Accepted By: _____ Date: _____

Printed name and title: _____

Business name: _____

Billing address: _____

Billing/account manager: _____

Phone No.: _____ Fax No.: _____ E-mail: _____

Please note: Jones Petrie Rafinski offers electronic invoicing if requested. Please sign below if you would prefer that option.

I prefer to have my invoice transmitted through electronic email: _____

RESOLUTION 09-2019

Authorize Acceptance and Execution of Purchase Agreement of 102 East Kercher Road

WHEREAS the Commission approved a contract with Patty Miller of Century 21 Affiliated on January 15, 2019 for the listing of 102 East Kercher Road.

WHEREAS a full price offer of \$175,000 was received and the potential buyer would like to utilize a VA loan. Per the listing agreement, conventional mortgage or cash offer would be accepted.

WHEREAS we are requesting the Commission's approval to accept the offer and execute the purchase agreement which is attached and made part of this resolution.

PASSED and ADOPTED on February 12, 2019.

Thomas W. Stump, President

Secretary



Department of Community Development
CITY OF GOSHEN

204 East Jefferson Street, Suite 6 • Goshen, IN 46528-3405

Phone (574) 537-3824 • Fax (574) 533-8626
communitydevelop@goshencity.com • www.goshenindiana.org

Memorandum

To: Redevelopment Commission

From: Becky Hutsell, Project Manager

Date: February 12, 2019

RE: Authorize Acceptance and Execution of Purchase Agreement of 102 E. Kercher Road

In January, the Commission approved a contract with Patty Miller, Century 21 Affiliated, for the listing of the residential property owned by the Redevelopment Commission at 102 E. Kercher Road. The property was originally acquired as part of the intersection improvements and, now that all work has been completed and additional right-of-way has been dedicated, the remaining portion of the property can be sold. A Request for Proposals was issued for parties interested in acquiring the property but no qualifying offers were submitted. A Request for Quotes was issued to local realtors and Patty Miller submitted a proposal and was selected to be the realtor for the property.

Per the listing agreement, the sale price for the property was set at \$175,000 and it was decided that conventional mortgage loans or cash offers would be accepted. If any offers were received meeting both conditions, staff could execute a purchase agreement immediately without additional approvals from the Commission.

A full price offer has been received for the property. However, the potential purchasers would like to utilize a VA loan. As this doesn't satisfy the previously agreed upon terms, the purchase agreement is being brought before the Commission for acceptance and execution. A copy of the purchase agreement is attached and a summary of key points is as follows:

1. Offering \$175,000 for the property
2. Buyers are agreeing to place up to \$5,000 into escrow to cover any repairs required by the VA appraisal. The \$5,000 is in addition to the full-price offer. If repairs needed exceed \$5,000, both the buyer and seller have the right to cancel the agreement.
3. Closing shall occur on or before April 30, 2019

We are requesting the Commission's approval to accept the offer and execute the purchase agreement.

Listing Broker (Co.) Century 21 Affiliated (EL26) By Patricia Miller (EL3027)

Office code

individual code

Selling Broker (Co.) Re/Max Results (EL106) By Connie Sears (EL6030)

Office code

individual code



PURCHASE AGREEMENT (IMPROVED PROPERTY)

For use only by members of the Indiana Association of REALTORS®

1 Date: February 7, 2019

3 A. BUYER: David McIlwain, Kimie McIlwain ("Buyer")
4 agrees to buy the following property from the owner ("Seller") for the consideration and subject to the following terms,
5 provisions, and conditions:

7 B. PROPERTY: The property ("Property") is known as 102 E Kercher Road
8 in Elkhart Township, Elkhart County County, Goshen
9 Indiana, 46526-5409 (zip code) legally described as: 186.75x431.2ft .NW Cor N 1/2 N 1/2 NW EX PT for
10 HWY Ex row .063A EX .50 Row sec 27 1.286A (TIF 138)
11 together with any existing permanent improvements and fixtures attached (unless leased or excluded), including, but
12 not limited to, electrical and/or gas fixtures, heating and central air-conditioning equipment and all attachments thereto,
13 built-in kitchen equipment, sump pumps, water softener, water purifier, gas grills, fireplace inserts, gas logs and grates,
14 central vacuum equipment, window shades/blinds, curtain rods, drapery poles and fixtures, ceiling fans and light
15 fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas, wall mounts, satellite dishes, storage
16 barns, all landscaping, mailbox, garage door opener(s) with control(s) AND THE FOLLOWING:

19 EXCLUDES THE FOLLOWING:

21 HOME HEATING FUEL: Any remaining fuel stored in tank(s) to be included in the sale will be purchased by
22 Buyer at current market price measured within five (5) days prior to closing X not applicable.

23 The terms of this Agreement will determine what items are included/excluded, not the Seller's Disclosure Form,
24 multiple listing service or other promotional materials. All items sold shall be fully paid for by Seller at time of
25 closing the transaction. Buyer should verify total square footage, land, room dimensions or community amenities
26 if material.

28 C. PRICE: Buyer will pay the total purchase price of (\$ 175,000.00) One Hundred Seventy-Five Thousand
29 U.S. Dollars for the Property. If Buyer obtains an appraisal of the Property, this
30 Agreement is contingent upon the Property appraising at no less than the agreed upon purchase price. If appraised
31 value is less than the agreed upon purchase price, either party may terminate this Agreement or parties may mutually
32 agree to amend the price.

34 D. EARNEST MONEY:
35 1. Submission: Buyer submits \$ 1,000.00 U.S. Dollars as earnest money which shall be
36 applied to the purchase price at closing. If not submitted with Purchase Agreement, Earnest money shall be
37 delivered to Escrow Agent within 3 hours X days of acceptance of offer to purchase.
38 Unless indicated otherwise in this Agreement, the listing broker shall act as Escrow Agent and shall, after acceptance
39 of the Agreement and within two (2) banking days of receipt of the earnest money, deposit the earnest money
40 into its escrow account and hold it until time of closing the transaction or termination of this Agreement. Earnest money
41 shall be returned promptly to Buyer in the event this offer is not accepted. If Buyer fails for any reason to timely submit
42 Earnest Money in the contracted amount, Seller may terminate this Agreement upon notice to Buyer prior to Escrow
43 Agent's receipt of the Earnest Money.
44 2. Disbursement: Upon notification that Buyer or Seller intends not to perform, and if Escrow Agent is the Broker,
45 then Broker holding the Earnest Money may release the Earnest Money as provided in this Agreement. If no
46 provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified
47 mail of the intended payee of the Earnest Money as permitted in 876 IAC 8-2-2. If neither Buyer nor Seller enters
48 into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified letter, Broker may
49 release the Earnest Money to the party identified in the certified letter. If the Escrow Agent is the Broker, Broker
50 shall be absolved from any responsibility to make payment to Seller or Buyer unless the parties enter into a Mutual
51 Release or a Court issues an Order for payment, except as permitted in 876 IAC 8-2-2 (release of earnest money).
52 Buyer and Seller agree to hold the Broker harmless from any liability, including attorney's fees and costs, for good
53 faith disbursement of Earnest Money in accordance with this Agreement and licensing regulations

102 E Kercher Road, Goshen, IN 46526-5409

(Property Address)

54 3. **Legal Remedies/Default:** If this offer is accepted and Buyer fails or refuses to close the transaction, without
55 legal cause, the earnest money shall be retained by Seller for damages Seller has or will incur. Seller retains all
56 rights to seek other legal and equitable remedies, which may include specific performance and additional monetary
57 damages. All parties have the legal duty to use good faith and due diligence in completing the terms and
58 conditions of this Agreement. A material failure to perform any obligation under this Agreement is a default which
59 may subject the defaulting party to liability for damages and/or other legal remedies, which, as stated above, may
60 include specific performance and monetary damages in addition to loss of Earnest Money.

61 E. **METHOD OF PAYMENT: (Check appropriate paragraph number)**

- 62 1. **CASH:** The entire purchase price shall be paid in cash, U.S. Dollars, and no financing is required. Buyer to
63 provide proof of funds submitted with offer within _____ days of acceptance. Buyer will
64 will not have an appraisal.
- 65 2. **NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a
66 **Conventional** **Insured Conventional** **FHA** **VA** **Other:** _____ first
67 mortgage loan for 100.000 % of purchase price, payable in not less than 30 years, with an
68 original rate of interest not to exceed 5.000 % per annum and not to exceed _____ points. Buyer
69 shall pay all costs of obtaining financing, except _____
70 _____

71
72 Any inspections and charges which are required to be made and charged to Buyer or Seller by the lender,
73 FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or
74 regulations and shall supersede any provisions of this Agreement.
75

- 76 3. **ASSUMPTION: (Attach Financing Addendum)**
77 4. **CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)**
78 5. **OTHER METHOD OF PAYMENT: (Attach Financing Addendum)**
79

80 F. **TIME FOR OBTAINING FINANCING:**

- 81 1. **Application:** Within 5 days after the acceptance of this Agreement, Buyer agrees to make written
82 application for any financing necessary, to complete this transaction or for approval to assume the unpaid balance
83 of the existing mortgage and to make a diligent effort to meet the lender's requirements and to obtain financing in
84 cooperation with the Broker and Seller. **Buyer authorizes lender to order appraisal immediately.**
- 85 2. **Approval:** No more than 60 days after acceptance of this Agreement shall be allowed for obtaining loan
86 approval or mortgage assumption approval. If an approval is not obtained within the time specified above, this
87 Agreement may terminate unless an extension of time for this purpose is mutually agreed to in writing.
88

89 G. **CLOSING:**

- 90 1. **DATE:** The closing of the sale (the "Closing Date") shall be on or before April 30, 2019, or
91 within _____ days after _____, whichever is later or this Agreement
92 shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the latest
93 date above must be by mutual written agreement of the parties.
- 94 2. **FEE:** The settlement or closing fee incurred in conducting the settlement charged by the closing agent or company
95 shall be paid by **Buyer (included in allowance, if provided)** **Seller** **Shared equally.**
- 96 3. **CONTINGENCY:** This Agreement:
97 is not contingent upon the closing of another transaction;
98 is contingent upon the closing of the **pending** transaction on Buyer's property located at _____
99 _____ scheduled to close by _____.
- 100 is contingent upon the acceptance of a Purchase Agreement on Buyer's property:
101 Addendum to Purchase Agreement First Right Contingency. See attached Addendum.
102 Addendum to Purchase Agreement Limited Purchase Contingency Right. See attached Addendum.
- 103 4. **GOOD FUNDS:** Notwithstanding terms to the contrary, the Parties agree that as a condition to Closing, all funds
104 delivered to the closing agent's escrow account be in such form that the closing agent shall be able to disburse in
105 compliance with I.C. 27-07-3.7 et. seq. Therefore, all funds from a single source of \$10,000, U.S. Dollars, or more shall
106 be wired unconditionally to the closing agent's escrow account and all funds under \$10,000, U.S. Dollars, from a single
107 source shall be good funds as so defined by statute. Buyer is advised that the cost incurred to wire funds on behalf of
108 the buyer to the closing agent's escrow account for the closing of this transaction shall become an expense to the buyer
109 and the actual cost incurred shall appear on the closing statement.
- 110 5. **WIRE FRAUD. If you receive any electronic communication directing you to transfer funds or provide**
111 **nonpublic personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM**
112 **BROKER OR TITLE COMPANY, do not respond until you verify the authenticity by direct communication with**
113 **Broker or Title Company. Do not rely on telephone numbers provided in the electronic communication. Such**
114 **requests may be part of a scheme to steal funds or use your identity.**

102 E Kercher Road, Goshen, IN 46526-5409

(Property Address)

Page 2 of 8 (Purchase Agreement)

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- 115 H. **POSSESSION:**
116 1. The possession of the Property shall be delivered to Buyer **at closing** **within** _____ **days beginning**
117 **the day after closing by** _____ **a.m.** **p.m.** **noon or** **on or before** _____ **if closed.**
118 For each day Seller is entitled to possession after closing, Seller shall pay to Buyer at closing \$ _____ U.S.
119 Dollars per day. If Seller does not deliver possession by the date and time required in the first sentence of this
120 paragraph, Seller shall pay Buyer \$ **100.00** _____ U.S. Dollars per day as **liquidated damages** until possession
121 is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available against the Seller.
122 2. **Maintenance of Property:** Seller shall maintain the Property in its present condition until its **possession** is
123 delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to closing
124 to determine whether Seller has complied with this paragraph. Seller shall remove all debris and personal property not
125 included in the sale.
126 3. **Casualty Loss:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne
127 by Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to closing,
128 Buyer, at Buyer's option, may either **(a) terminate this Agreement with prompt return of earnest money to**
129 **buyer or (b) elect to close the transaction,** in which event Seller's right to all real property insurance proceeds
130 resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.
131 4. **Utilities/Municipal Services:** Seller shall pay for all municipal services and public utility charges through the day of
132 **possession.**
133
134 I. **SURVEY:** Buyer shall receive a **(Check one)** **SURVEYOR LOCATION REPORT**, which is a survey where corner
135 markers are not set; **BOUNDARY SURVEY**, which is a survey where corner markers of the Property are set prior to
136 closing; **WAIVED**, no survey unless required by lender; at **(Check one)** **Buyer's expense (included in**
137 **allowance, if provided)** **Seller's expense** **Shared equally.** The survey shall (1) be received prior to closing and
138 certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all improvements and
139 easements, and (4) show the flood zone designation of the Property. If Buyer waives the right to conduct a survey, the
140 Seller, the Listing and Selling Brokers, and all licensees associated with Brokers are released from any and all liability
141 relating to any issues that could have been discovered by a survey. This release shall survive the closing.
142
143 J. **FLOOD AREA/OTHER:** If the property is located in a flood plain, Buyer may be required to carry flood insurance at
144 Buyer's expense. Revised flood maps and changes to Federal law may substantially increase future flood insurance
145 premiums or require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance
146 agents regarding the need for flood insurance and possible premium increases. Buyer may may not terminate this
147 Agreement if the Property requires flood insurance. Buyer may may not terminate this Agreement if the Property is
148 subject to building or use limitations by reason of the location, which materially interfere with Buyer's intended use of
149 the Property.
150
151 K. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to
152 obtain a favorable written commitment for homeowner's insurance within **30** days after acceptance of this
153 Agreement. Buyer should consult with one or more insurance agents regarding optional, or additional, coverage.
154
155 L. **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:** Buyer and Seller acknowledge that Listing Broker,
156 Selling Broker and all licensees associated with Brokers are NOT experts and have NO special training, knowledge or
157 experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and other biological
158 contaminants ("Environmental Contaminants") which might exist and affect the Property. Environmental Contaminants
159 at harmful levels may cause property damage and serious illness, including but not limited to, allergic and/or respiratory
160 problems, particularly in persons with immune system problems, young children and/or the elderly.
161
162 Buyer is **STRONGLY ADVISED** to obtain inspections (see below) to fully determine the condition of the Property and its
163 environmental status. The **ONLY** way to determine if Environmental Contaminants are present at the Property at
164 harmful levels is through inspections.
165
166 **Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental**
167 **Contaminants and release and hold harmless all Brokers, their companies and licensees from any and all**
168 **liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result,**
169 **repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants. This**
170 **release shall survive the closing.**
171
172 M. **INSPECTIONS: (Check one)**
173
174 Buyer has been made aware that independent inspections disclosing the condition of the property may be conducted
175 and has been afforded the opportunity to require such inspections as a condition of this Agreement.

102 E Kercher Road, Goshen, IN 46526-5409

(Property Address)

Page 3 of 8 (Purchase Agreement)

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- 176 1. **BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**
177 Buyer **WAIVES** inspections and relies upon the condition of the Property based upon Buyer's own examination
178 and releases the Seller, the Listing and Selling Brokers and all licensees associated with Brokers from any and
179 all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing.
180 Required FHA/VA or lender inspections are not included in this waiver.
181
- 182 2. **BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS** (including Lead-Based Paint)
183 Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA, or
184 Buyer's lender(s). All inspections shall be:
185 a. At Buyer's expense (unless agreed otherwise by the parties or required by lender);
186 b. Conducted by licensed, independent inspectors or qualified independent contractors selected by
187 Buyer within the following time periods.
188 Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections. Seller must make all
189 areas of the Property available and accessible for Buyer's inspection.
190

191 **INSPECTION/RESPONSE PERIOD:**

- 192 **A. Initial Inspection Period:** Buyer shall order all independent inspections after acceptance of the Purchase Agreement.
193 Buyer shall have 30 days beginning the day following the date of acceptance of the Purchase Agreement
194 to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").
195 **B. Scope of Inspection:** Inspections may include but are not limited to the condition of the following systems and
196 components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space,
197 well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint that is in
198 good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or the following:
199 _____
200 **C. Additional Inspection:** If the **INITIAL** inspection report reveals the presence of lead-based paint, radon, mold and
201 other biological contaminants, or any other condition that requires further examination or testing, then Buyer shall
202 notify Seller in writing and have 7 **additional days from the deadline listed above to order, receive**
203 **and respond in writing to all inspection reports.**
204 **D. Inspection Response(s) Required:** If the Buyer does not comply with any Inspection/Response Period or make a
205 written objection to any problem revealed in a report within the applicable Inspection/Response Period, the Property shall
206 be deemed to be acceptable. If one party fails to respond or request in writing an extension of time to respond to the
207 other party's Independent Inspection Response, then that inspection response is accepted. A timely request for
208 extension is not an acceptance of the inspection response, whether or not granted. A reasonable time period to respond
209 is required to prevent misuse of this acceptance provision. Factors considered in determining reasonable time periods
210 include, but are not limited to, availability of responding party to respond, type and expense of repairs requested and
211 need of responding party to obtain additional opinions to formulate a response.
212 **E. If Defect is identified:** If an Inspection Report reveals a DEFECT(S) with the Property, the Buyer must:
213 1. Provide the inspection report, or relevant parts thereof, to the Seller; and
214 2. Give the Seller the opportunity to remedy the defect(s).
215 **F. Seller Response to Inspection Defect:** If Seller is unable or unwilling to remedy the defect(s) to Buyer's reasonable
216 satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this Agreement
217 or waive such defect(s) and the transaction shall proceed toward closing.
218 **G. DEFECT Defined:** Under Indiana law, "Defect" means a condition that would have a significant adverse effect on
219 the value of the Property, that would significantly impair the health or safety of future occupants of the property, or
220 that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of
221 the premises.
222 **H. Previously Disclosed Defect:** Buyer agrees that any property defect(s) previously disclosed by Seller, or routine
223 maintenance and minor repair items mentioned in any report, shall not be a basis for termination of this agreement.
224 **I. Inspection Release:** Buyer releases and holds harmless all Brokers and their companies from any and all liability,
225 including attorney's fees and costs, arising out of or related to any inspection, inspection result, repair, disclosed
226 defect or deficiency affecting the Property, including but not limited to lead-based paint, radon, mold and other
227 biological contaminants. This release shall survive the closing.
228
229 3. **PROPERTY IS SOLD "AS IS".** See Attached Addendum.
230

231 **N. LIMITED HOME WARRANTY PROGRAM:**

232 Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer
233 which will will not be provided at a cost not to exceed \$ _____ U.S. Dollars charged to Buyer
234 Seller and ordered by Buyer Seller. Buyer and Seller acknowledge this LIMITED HOME WARRANTY
235 PROGRAM may not cover any pre-existing defects in the Property nor replace the need for an independent home
236 inspection. Broker may receive a fee from the home warranty provider and/or a member benefit. The Limited Home
237 Warranty Program is a contract between Buyer/Seller and the Home Warranty Provider. The Parties agree that Brokers
238 and their companies shall be released and held harmless in the event of claims disputes with the Home Warranty
239 Provider.

102 E Kercher Road, Goshen, IN 46526-5409

(Property Address)

Page 4 of 8 (Purchase Agreement)

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- 240 O. **DISCLOSURES: (Check one)**
241 1. Buyer has has not not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE
242 SALES DISCLOSURE.
243 2. Buyer has has not not applicable received and executed a LEAD-BASED PAINT CERTIFICATION
244 AND ACKNOWLEDGEMENT.
245

246 P. **TITLE APPROVAL:** Prior to closing, Buyer shall be furnished with a title insurance commitment for the
247 most current and comprehensive ALTA Owner's Title Insurance Policy available in the amount of the purchase price or
248 an abstract of title continued to date, showing marketable title to Property in Seller's name. Seller must convey title free
249 and clear of any encumbrances and title defects, with the exception of any mortgage assumed by Buyer and any restrictions
250 or easements of record not materially interfering with Buyer's intended use of the Property. A title company, at Buyer's
251 request, can provide information about availability of various additional title insurance coverages and endorsements and the associated
252 costs.

253 **Owner's Title Insurance Premium** and that portion of Title Service Fees incurred to prepare the Owner's Policy
254 (including title search and examination and commitment preparation), to be paid by Buyer (included in allowance,
255 if provided) Seller Shared equally.
256
257

258 **Lender's Title Insurance Premium** and that portion of Title Service Fees incurred to prepare the Lender's Policy
259 (including title search and examination and commitment preparation), if applicable, to be paid by Buyer (included in
260 allowance, if provided) Seller Shared equally Other _____
261 _____

262 The parties agree that Seller Buyer will select a title insurance company to issue a title insurance policy and will
263 order the commitment immediately or other: _____
264 _____
265 _____
266

267 Pursuant to Federal and State Law, Seller cannot make Seller's selection of a title insurance provider a condition of this
268 Agreement.
269

270 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed
271 and vendor's affidavit), so that marketable title can be conveyed.
272

273 Q. **TAXES: (Check appropriate paragraph number)**

274 1. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable
275 on _____, _____, and all taxes due thereafter. At or before closing, Seller
276 shall pay all taxes for the Property payable before that date.

277 2. All taxes that have accrued for any **prior calendar year** that remain unpaid shall be paid by Seller either to the
278 County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the **current**
279 **calendar year** shall be prorated on a calendar-year basis as of the day immediately prior to the Closing Date.
280

281 **For purposes of paragraph 1 and 2:** For the purpose of determining the credit amount for accrued but unpaid taxes,
282 taxes shall be assumed to be the same as the most recent year when taxes were billed based upon *certified* tax rates.
283 This shall be a final settlement.
284

285 3. **FOR RECENT CONSTRUCTION OR OTHER TAX SITUATIONS.** Seller will give a tax credit of
286 \$ _____ U.S. Dollars to Buyer at closing. This shall be a final settlement.
287

288 **WARNING:**

289 ***The succeeding year tax bill for recently constructed homes or following reassessment periods may greatly exceed**
290 **the last tax bill available to the closing agent.**

291 ***Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.**

292 ***Buyer may apply for current-year exemptions/credits at or after closing.**
293
294
295

296 R. **PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or
297 taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited
298 to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall pay any
299 special assessments applicable to the Property for municipal improvements previously made to benefit the Property.
300 Seller warrants that Seller has no knowledge of any planned improvements which may result in assessments and that
301 no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing
302 conditions. Public or municipal improvements which are not completed as of the date above but which will result in a

102 E Kercher Road, Goshen, IN 46526-5409

(Property Address)

Page 5 of 8 (Purchase Agreement)

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303 lien or charge shall be paid by Buyer. Buyer will assume and pay all special assessments for municipal improvements
304 completed after the date of this Agreement.
305

306 S. **TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the
307 Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in
308 writing to a different date and/or time.
309

310 **Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and**
311 **delivery of such offer/counter offer.**
312

313 T. **HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION ("Association"):** Documents for a **mandatory**
314 membership association shall be delivered by the Seller to Buyer within n/a days after acceptance of this
315 Agreement, but not later than 10 days prior to closing pursuant to I.C. 32-21-5-8.5. Brokers are not responsible for
316 obtaining, verifying or interpreting this information. The parties agree that Brokers and their companies shall be
317 released and held harmless from any and all liability arising out of or related to these documents.
318

319 If the Buyer does not make a written response to the documents within n/a days after receipt, the documents
320 shall be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such
321 provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall be
322 refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in writing,
323 within n/a days after Buyer's approval of the documents. Fees charged by the "Association", or its management
324 company, for purposes of verification of good standing and/or transfer of ownership shall be shared equally by Buyer
325 and Seller. Start-up or one time reserve fees, if any, shall be paid by Buyer.
326

327 **Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable. Buyer shall**
328 **therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that could affect the**
329 **Property.**
330

331 U. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable
332 proceeding against any other party brought under or with relation to the Agreement or transaction shall be additionally
333 entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.
334

335 V. **ADDITIONAL PROVISIONS:**
336

- 337 1. Unless otherwise provided, any proration's for rent, taxes, insurance, damage deposits, association
338 dues/assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.
339
- 340 2. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence
341 insurance. Broker is not responsible for providing or verifying this information.
342
- 343 3. The Indiana State Police has created a registry of known meth contaminated properties which can be found at
344 www.in.gov/meth. Click on "Clan Lab Addresses." Broker is not responsible for providing or verifying this information.
345
- 346 4. The Indiana Sheriff's Sex Offender Registry (www.indianasheriffs.org) exists to inform the public about the
347 identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for providing or
348 verifying this information.
349
- 350 5. Conveyance of this Property shall be by general Warranty Deed, or by _____
351 subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.
352
- 353 6. If it is determined Seller is a "foreign person" subject to the Foreign Investment in Real Property Tax Act,
354 Seller will pay applicable tax obligation.
355
- 356 7. Any notice required or permitted to be delivered shall be deemed received when personally delivered, transmitted
357 electronically or digitally or sent by express courier or United States mail, postage prepaid, certified and return
358 receipt requested, addressed to Seller or Buyer or the designated agent of either party.
359
- 360 8. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is
361 binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and assigns.

102 E Kercher Road, Goshen, IN 46526-5409

(Property Address)

Page 6 of 8 (Purchase Agreement)

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- 362 9. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the
 363 invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
 364
- 365 10. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or
 366 written or oral agreements between the parties' respecting the transaction and cannot be changed except by their
 367 written consent.
 368
- 369 11. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the
 370 Property.
 371
- 372 12. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders,
 373 loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty
 374 companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select
 375 providers other than those referred or recommended to them by Broker(s). The Parties agree that Brokers and their
 376 companies shall be released and held harmless in the event of claims disputes with any service provider.
 377
- 378 13. By signing below, the parties to this transaction acknowledge: 1) receipt of a copy of this Agreement; and 2)
 379 information regarding this transaction may be published in a listing service, Internet or other advertising media.
 380
- 381 14. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed
 382 until this transaction is closed.
 383
- 384 15. Buyer and seller consent to receive communications from Broker(s) via telephone, U.S. mail, email, text message
 385 and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the
 386 contrary.
 387
- 388 16. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # _____ .
 389

390 17. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.
 391

392 W. **FURTHER CONDITIONS (List and attach any addenda): The Buyers will place up to \$5000.00 in escrow to cover**
 393 **any repairs identified by the VA Appraiser. If the repairs identified by the VA Appraiser are over the \$5000.00**
 394 **the buyer or seller has the option to terminate this agreement. The \$5000.00 is above and beyond the asking**
 395 **price of 175,000.**
 396 **Line 166- The Buyer alone agrees to consult with appropriate experts and accept all risk for environmental**
 397 **contaminants.**
 398 _____
 399 _____
 400 _____
 401 _____
 402 _____

403 X. **CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that. prior to signing this
 404 document, they may seek the advice of an attorney for the legal or tax consequences of this document and the transaction
 405 to which it relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil
 406 engineer, environmental engineer, or other person, with experience in evaluating the condition of the Property.
 407

408 Y. **ACKNOWLEDGEMENTS:** This is is not a limited agency transaction. Buyer and Seller acknowledge that
 409 each has received agency office policy disclosures, has had agency explained, and now confirms all agency relationships.
 410 Buyer and Seller further acknowledge that they understand and accept agency relationships involved in this transaction. By
 411 signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge receipt of a
 412 signed copy.
 413

414 Z. **EXPIRATION OF OFFER:** Unless accepted in writing by Seller and delivered to Buyer by _____ **5:00**
 415 A.M. P.M. Noon, on **February 12, 2019**, this Purchase Agreement shall be null
 416 and void and all parties shall be relieved of any and all liability or obligations.
 417

418 This Agreement/contract together with any and all subsequent forms, amendments and addenda may be executed
 419 simultaneously or in two or more counterparts, each of which shall be deemed an original but all of which together shall
 420 constitute one and the same instrument. The parties agree that this Agreement, together with any and all subsequent
 421 forms, amendments and addenda may be transmitted between them electronically or digitally. The parties intend that
 422 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The
 423 original documents shall be promptly delivered, if requested.

102 E Kercher Road, Goshen, IN 46526-5409

(Property Address)

424 _____
 425 BUYERS SIGNATURE _____ DATE _____ BUYER'S SIGNATURE _____ DATE _____
 426 _____
 427 **David McIlwain** _____ **Kimie McIlwain** _____
 428 PRINTED _____ PRINTED _____
 429 _____
 430 AA. **SELLER'S RESPONSE: (Check appropriate paragraph number):**
 431 _____
 432 On _____, at _____ A.M. P.M. Noon
 433 _____
 434 1. The above offer is Accepted.
 435 _____
 436 2. The above offer is Rejected.
 437 _____
 438 3. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and the Counter
 439 Offer.
 440 _____
 441 _____
 442 _____
 443 _____
 444 SELLER'S SIGNATURE _____ DATE _____ SELLER'S SIGNATURE _____ DATE _____
 445 _____
 446 _____
 447 PRINTED _____ PRINTED _____



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102 E Kercher Road, Goshen, IN 46526-5409

(Property Address)

Page 8 of 8 (Purchase Agreement)
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GOSHEN REDEVELOPMENT COMMISSION

Register of Claims

The Goshen Redevelopment Commission has examined the entries listed on the following itemized Expenditure Report for claims entered from **January 16, 2019** through **February 12, 2019** and finds that entries are allowed in the total amount of **\$526,638.32**.

APPROVED on February 12, 2019

Thomas W. Stump, President

Secretary

GOSHEN REDEVELOPMENT COMMISSION Itemized Expenditure Report

Claims from 01/16/19 through 02/08/19

Invoice Date	Payee	Description	Claim #	Line Number	Amount
1/29/2019	Barkes, Kolbus, Rife & Shuler-FID ACCT (05080)	Purchase of 102 Olive Street from Owen & Patricia We	1358	480-560-00-442.0000	\$15,205.00
1/29/2019	Barkes, Kolbus, Rife & Shuler-FID ACCT (05080)	Purchase of 702 East Lincoln Avenue from Ronnie Rog	1359	480-560-00-442.0000	\$70,205.00
2/4/2019	Elan Corporate Payment Systems	Office Supplies - Staples	1360	406-560-00-429.0002	\$45.27
2/5/2019	American Structurepoint, Inc. (03093)	Millrace Pavilion	1362	480-560-00-431.0502	\$11,340.00
2/5/2019	Amy Worsham	February Payment for Mayor's Art Council	1366	230-510-00-449.2103	\$4,086.95
2/5/2019	Community Business Equipment (04491)	Office Supplies	1365	406-560-00-429.0002	\$49.02
2/5/2019	Indiana Department of Transportation	Project #1400995 Bike and Pedestrian Facilities - Ninth	1361	480-560-00-442.0000	\$250,300.00
2/5/2019	NIPSCO (00014)	Utilities for 102 East Kercher Road	1363	406-560-00-435.0101	\$64.96
2/5/2019	NIPSCO (00014)	Utilities for 102 East Kercher Road	1363	406-560-00-435.0201	\$237.69
2/5/2019	NIPSCO (00014)	Utilities for 65706 State Road 15	1364	406-560-00-435.0101	\$48.60
2/5/2019	NIPSCO (00014)	Utilities for 65706 State Road 15	1364	406-560-00-435.0201	\$54.45
2/6/2019	DLZ Indiana, LLC (04710)	Kercher Road Phase 2	1368	473-560-00-431.0502	\$10,222.84
2/6/2019	Lochmueller Group	Kercher Road Phase 1	1367	473-560-00-431.0502	\$11,278.24
2/8/2019	Bank of New York Mellon Trust Company, NA (053	GOSHENREF15 - Paying Agent Fee	1352	324-560-00-438.0300	\$750.00
2/8/2019	CHA Consulting, Inc. (06860)	Ninth Street	1355	480-560-00-431.0502	\$11,711.24
2/8/2019	Elko Title Corporation (04462)	Title Search for 704 East Lincoln Avenue	1369	480-560-00-439.0930	\$140.00
2/8/2019	Kramer Appraisal Services (05005)	Appraisal of 704 E Lincoln Avenue	1357	406-560-00-431.0502	\$400.00
2/8/2019	Lawson-Fisher Associates, PC (05374)	Northwest Bike Trail	1356	480-560-00-431.0502	\$3,106.21
2/8/2019	Walsh & Kelly, Inc. (06738)	3rd Street Improvements	1354	480-560-00-442.0000	\$137,392.85
				Total:	\$526,638.32



February 2019 Redevelopment Staff Report

PROJECT: USEPA REVOLVING LOAN FUND (RLF) GRANT PROGRAM

PROJECT DESCRIPTION

The City received a revolving loan fund (RLF) grant (\$1,000,000) to be used for remediation projects from the USEPA. The original funding was loan to the Redevelopment Commission by the City to remediate the former salvage yard property on East Lincoln. Per the loan agreement between the City and the Redevelopment Commission, the funds utilized (\$838,500) will be repaid into a Revolving Loan Account established by the City Council. The funds can then be granted and /or loaned back to the Commission or private developers for additional assessment and remediation work. The intention of the fund is to continue to revolve. However, the City has the ability to grant the full \$838,500 at which case the revolving component of the fund would be complete. Reporting for the grant will continue until all funds have been expended from the Revolving Loan Fund account.

PROJECT UPDATE

Staff and Legal are working to develop the guidelines for the loan/grant program and the Mayor has selected the members that will serve on the advisory committee to review applications. It is anticipated that it will be implemented before the end of the month. There is local non-profit waiting to apply for funding assistance as soon as the program is approved.

PROJECT: GOSHEN THEATER RENOVATION

PROJECT DESCRIPTION

Goshen Theater, Inc. has purchased the Goshen Theatre building to serve as an Arts and Entertainment facility downtown. A phased renovation of the theater has been proposed and fundraising is in progress.

PROJECT UPDATE

The Commission has included \$850,000 in the five year capital plan for funding The Regional Development Authority has announced a funding allocation of \$1.8 million from the Regional Cities fund. The Community Foundation has committed \$1 million to the project, contingent on a 2:1 match from private donors. The theater board has secured approximately \$5.0 million to date, which includes \$1 million for an operating endowment.

KIL Architecture/Planning has been retained as the project architect and DJ Construction will be the construction manager. It is anticipated that design will be completed by late winter with construction beginning in May 2019.

PROJECT: NORTHWEST BIKE TRAIL CONNECTOR

PROJECT DESCRIPTION

The Northwest Bike Connector connects the northwest Goshen neighborhoods to the US 33 Commercial district, extending west along Bashor Road, north along Reliance Road, and then west along US 33 to end at Market Center shopping area.

PROJECT UPDATE

The trail has been completed with restoration to be done in the spring. There are lingering issues with drainage with the predominate drainage issue located in the southeast corner of Brookside Communities' entrance. The design firm and Rieth Riley are working on a solution to the problem, and the City anticipates the additional work with come an increase in the project cost.

PROJECT: NORFOLK SOUTHERN RAILROAD CROSSING SAFETY IMPROVEMENTS PHASE II

PROJECT DESCRIPTION

Federal Highway Safety Improvement Project (HSIP) funding was applied for the installation of new warning devices at two at-grade railroad crossing to improve safety and meet minimum Federal Railroad Administration (FRA) standards. The two crossings include: Jefferson Street and College Avenue.

PROJECT UPDATE

The work at the Jefferson Street crossing has been completed.

The College Xing improvements are currently under design by the railroad and would also follow a fall timeline for construction. This work will all be done by the railroad.

PROJECT: RAILROAD QUIET ZONE FROM KERCHER ROAD TO LINCOLN AVENUE

PROJECT DESCRIPTION

Establishment of a Quiet Zone along the Norfolk Southern Railroad Marion Branch from Washington Ave to Kercher Ave.

PROJECT UPDATE

Here is the updated schedule for the implementation of the Quiet Zone:

- Fall/winter 2018 – Traffic counts to be done at each of the railroad crossings. Once US 33 Bypass is complete.
- Spring 2019 – Madison Street will become a local street soon and safety improvements can be implemented at this crossing, which is anticipated to cost approximately \$400,000. INDOT has agreed to pay 90% of the project.
- Fall 2019 – Submit the Public Authority Application (PAA) to Federal Railroad Administration (FRA) for review, which typically takes 2 months.
- Fall 2019 – Installation of signs and delineators at the railroad crossings.
- November 2019 – Railroad Quiet Zone is anticipated to be “in-service”.

The City met with the Federal Railroad Administration (FRA) and INDOT at the end of July to review the plans implementation status and finalize the proposed changes. We are currently working on the final plans to be submitted for approval.

PROJECT: NINTH STREET TRAIL FROM COLLEGE AVENUE TO PURL STREET

PROJECT DESCRIPTION

New bicycle and pedestrian trail construction along Ninth Street from College Avenue and Purl Street. The path will path be along the east side of Ninth Street from College Avenue to Jackson Street, then the path will extend on the west side of Ninth Street from Jackson Street to Purl Street

PROJECT UPDATE

Bids have been received for the project and the low bid was Walsh and Kelly. Construction is expected to start early spring.

PROJECT: STEURY AVENUE RECONSTRUCTION AND STORMWATER DETENTION AREA

PROJECT DESCRIPTION

This project has grown out of the recent improvements along the Steury Avenue corridor with the expansion of GDC, Lions Head, the Goshen Street Department and the Goshen Central Garage. The roadway corridor no longer supports the additional vehicle loads and has been chip and sealed to extend the service life of the current pavement. The intersection of Steury Avenue and State Road 4 has small turning radiuses, which causes semi-traffic serving the corridor to make wide

swings onto and off of Steury Avenue and State Road 4. Drainage is effectively non-existent along the roadway corridor and there are limited opportunities to improve the drainage without looking outside the corridor. In addition to the functionality of the roadway, the roadway's appearance does not reflect the investment the adjoining companies have made on their properties.

The current plan is to reconstruct Steury Avenue from State Road 4 north 1,450-feet to the first roadway bend to the right. The new roadway cross section will have a thicker pavement section to support the additional vehicle traffic and curb and gutter to control stormwater water runoff. A new storm sewer will be constructed that directs stormwater to State Road 4 where several properties will be purchased, on the south side of State Road 4, to allow for the placement of a detention pond. The new detention pond will have an overflow release to Rock Run Creek.

PROJECT UPDATE

Phase I of the project has been completed and it is anticipated that Phase II will be constructed in 2020 followed by Phase III in 2021. The final design for the next two phases will be completed in 2019. There are three (3) remaining properties to be acquired at this time.

PROJECT: KERCHER ROAD RECONSTRUCTION FROM RAILROAD TO DIERDORFF ROAD

PROJECT DESCRIPTION

Improvements to Kercher Road from the Railroad to Dierdorff Road will include one lane in each direction and a center left turn lane, curb and gutter along with storm sewer, and a 10-foot sidewalk/bicycle trail along the south side of the roadway. The intersection at Pine Manor Drive and Industrial Park Drive will be aligned to allow for safe turning movements. This project was let in February 2018.

PROJECT UPDATE

Phase 1A of the project from the railroad tracks to Weymouth Blvd is in winter shutdown with the roadway open. The contractor was not able to pave surface this year and will have to complete in 2019. Phase 1B, from Weymouth to Dierdorff, will be completed in 2019. The pavement surface for Phase 1A and 1B will be completed at the same time.

PROJECT: KERCHER ROAD RECONSTRUCTION FROM DIERDORFF ROAD TO US 33

PROJECT DESCRIPTION

Improvements to Kercher Road from Dierdorff Road to US 33 will include one lane in each direction, a center left turn lane, curb and gutter along with storm sewer, and a 10-foot sidewalk/bicycle trail along the south side of the roadway. This project has a letting date of February 2019.

PROJECT UPDATE

The project has been bid and came in under the estimate. The lowest bid came from Rieth Riley. Construction is expected to start late winter/early spring.

PROJECT: KERCHER ROAD RETENTION AREA

PROJECT DESCRIPTION

Development of a plan for a stormwater retention area on the north side of Kercher Road, just east of the railroad tracks. This project will address some of the flooding problems in the Goshen Industrial Park.

PROJECT UPDATE

All work has been completed on the first phase of this project. Goshen Engineering is currently working with DLZ to finalize the construction plans. Once the necessary easements are acquired, bidding of the work will take place in 2019.

PROJECT: PLYMOUTH AVENUE AREA STORMWATER PROJECT

PROJECT DESCRIPTION

The city owns an existing stormwater facility located on the south side of State Road 119 and east of Lighthouse Lane. This facility does not adequately address the stormwater issues in the area. The project will supplement existing public stormwater facilities by constructing additional interconnecting detention areas in partnership with the developer of The Crossing, a residential subdivision. The project will also include the extension of Lighthouse Lane to connect to The Crossing.

PROJECT UPDATE

The Redevelopment Commission has approved an agreement with the Barak Group, LLC, developer of The Crossing subdivision. The agreement requires the developer to complete the design for stormwater and road improvements, which will then be bid by the City. Design is underway and construction should occur in the spring of 2019.

PROJECT: FORMER WESTERN RUBBER SITE

PROJECT DESCRIPTION

No development plans are in place for the parcel at this time. The remediation activities are complete at the site and we have received environmental closure.

PROJECT UPDATE

Staff is discussing the property with potential purchasers and will bring a proposal to the Commission at the appropriate time.

PROJECT: CREATIVE ARTS COORDINATOR – ECCVB LIVE/WORK/PLAY GRANT

PROJECT DESCRIPTION

The Redevelopment Commission received a 3-year grant from the Elkhart County Convention Visitors Bureau in June 2016. The program provides \$50,000 per year to provide capacity to move forward downtown initiatives. The funding for the first year was utilized by Goshen Theater, Inc. to put towards their fundraising campaign. The funding for the 2nd and 3rd year is being used to fund a Creative Arts Coordinator to develop an arts and asset database/directory to connect and list all of the various individuals in Goshen that contribute to our arts and culture.

PROJECT UPDATE

An agreement amendment was approved by the Commission last month. The agreement term runs through April 2019.

PROJECT: MULTI-USE PAVILION AND ICE RINK

PROJECT DESCRIPTION

A market analysis/feasibility study was completed in October 2017 to evaluate the ice rink/multi-use pavilion project on the west side of the Millrace Canal and the results were favorable. The concept is to have a parks' department operated facility that will function year round for programming and events. Public feedback was incorporated into the study and all interviewed community members are in support of the idea. The City has received a \$300,000 grant from the Regional Cities initiative and \$1,000,000 from the Elkhart County Community Foundation. Mayor Stutsman has received a \$1,000,000 anonymous private

commitment and he continues to talk with other potential donors to fulfill the costs of the project. The Commission has pledged \$2,500,000 as part of the approval of our 5 Year Capital Plan.

PROJECT UPDATE

American Structurepoint has been hired to design the pavilion and work is underway. A kickoff meeting was held in late August and two additional meetings have been held to continue refining the project goals and design. All design work was to be completed by February 15, 2019 but an amendment will be brought to the Commission in March extending the timeline.

PROJECT: RIVER ART

PROJECT DESCRIPTION

An agreement has been executed with Insite Development to design and construct an upscale residential project along the millrace canal. The site is near the intersection of South Third Street and Jefferson Street.

The River Art development project will consist of an approximately 46-unit apartment building, the construction of 18 condominium/apartment units in the north half of the Hawks building and the creation of a new community park. The new apartments will be constructed on property previously offered for sale by the Goshen Redevelopment Commission. The development site also includes the north half of the Hawks building which is privately owned and will be acquired separately by the developer.

The developer plans to invest \$11 million on the construction of a modern architectural style building featuring high-quality rental apartments. Amenities include covered parking spaces for residents located under the apartment building, a common terrace shared by residents and private balconies for individual apartments.

An additional \$3.6 million would be invested in the complete redevelopment of the north half of the Hawks Building for the construction of condominiums. Plans also include the possibility of constructing a coffee shop and gallery space on the first floor of the Hawks building.

As an amenity to the two development projects, Insite is proposing to design and construct a small community park on the vacant lot north of the Hawks Building. The park would serve area residents including those at the Hawks and River Art and will feature landscaping, a walkways, benches, lighting and public art produced by local artists. The developer would donate the completed park to the City.

PROJECT UPDATE

A development agreement was executed on March 26, 2018 and closing was held on April 17, 2018 for the north half of the Hawks building. Design work is well underway and a pre-development meeting with the developer and City staff was held in April 2018 to go over the preliminary design details. Final plans for the Hawks building have been submitted for Tech Review and work is anticipated to begin for that first piece by March with a late summer start for the new apartment building.

PROJECT: MAIN STREET IMPROVEMENTS

PROJECT DESCRIPTION

Main Street is currently part of US 33 and is therefore under the jurisdiction of INDOT. The transfer should occur in sometime in the winter/early spring.

The Goshen Engineering Department will be redesigning Main Street from Pike south to Madison to include a number of aesthetic and functional improvements. The project has been scaled down for 2019 so that an all-encompassing project can be planned for in the future. Features under consideration include:

1. Installation of some bump out areas (intersections and mid-block)
2. Mill and surface pavement
3. Installation of new underground conduit for street lights

4. Striping for angle parking
5. Some selective sidewalk improvement

The River Race Capital Plan includes \$500,000 for construction in 2019.

PROJECT UPDATE

A public open house was on May 7, 2018, to gather input on what the public would like to see and has also met with EID and DGI. The City has received lots of input and is currently tabulating the comments. A survey has been completed so the design can begin. Based upon the current funding, the following work is being planned for in 2019: 1.) Deep mill, pavement patching and resurface the roadway; 2.) Improved bumpouts at Washington Street and Main Street; 3.) Placement of angled parking; 4.) Select sidewalk panel replacement to address public safety; 5.) Evaluation and possible replacement of street lighting. The project is scheduled for construction in 2019. Engineering is currently working on a preliminary design and cost estimates. Once complete public meetings will be held to share what can be expected.

PROJECT: MILLRACE TOWNHOME SITE

PROJECT DESCRIPTION

The Redevelopment Commission issued an RFP for the Millrace Townhome site on River Race Drive and received two proposals. A committee was established to review both proposals and make a recommendation to the board. The committee, which included members of the Redevelopment Commission, the Mayor and City staff, recommended that the Commission select the proposal from Insite Development as the preferred project. The proposed project includes 16 town homes, ranging in size from 2,500 to 3,000 square feet. All homes would feature private garages, decks and courtyards. Total private investment is projected to be \$4.2 million, with construction being completed in 2020.

At the December Redevelopment meeting, the Commission authorized staff to negotiate a development agreement with Insite Development.

PROJECT UPDATE

A development agreement has been drafted by the Goshen Legal Department and has been reviewed by staff. The draft agreement has been sent to the developer for comment and the final agreement is expected to be on the March Redevelopment Commission agenda. The developer will also give an overview of the project at that time.