



**GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF August 11, 2020**

To access online streaming of the meeting, go to <https://us02web.zoom.us/j/88473622441>

The Goshen Redevelopment Commission will meet on August 11, 2020 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. OPEN PROPOSALS – Downtown River District Revitalization Plan

4. NEW BUSINESS

Resolution 45-2020 - Partial Forgiveness of a Loan to Goshen Theater

Resolution 46-2020 – Approve Funding Request for Kercher Road Phase 2 Multi Use Path

Resolution 47-2020 – Approve Sale of 65736 State Road 15

5. DISCUSSION - Structural Analysis of Main Street Vaults

6. UPDATE – Crossing Subdivision

7. APPROVAL OF REGISTER OF CLAIMS

8. MONTHLY REDEVELOPMENT STAFF REPORT

9. 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.

10. ANNOUNCEMENTS

Next Regular Meeting – September 8, 2020 at 3:00 p.m.

11. 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 July 14, 2020

The Goshen Redevelopment Commission met in a regular meeting on July 14, 2020 at 3:00 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: Brian Garber, Andrea Johnson Thomas Stump, Vince Turner, Brett Weddell and Bradd Weddell

Absent: None

Commission President Thomas Stump stated that the following Commissioners are present in person, Brian Garber, Brett Weddell and Thomas Stump and attending online are Andrea Johnson and Vince Turner.

APPROVAL OF MINUTES

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to approve the minutes of the July 14, 2020 special meeting.

After discussion, on call of the roll, the motion was carried by the following vote:

Ayes: Garber Johnson Stump Turner Weddell

Nays: None

The motion was adopted by a vote of 5 in favor and 0 against.

NEW BUSINESS

Resolution 38-2020 – Approve Execution of Change Order No. 1 for River Race Drive Extension (2:02) Dustin Sailor, Director of Public Works, the 15” pipe identified to go underneath River Race Drive was in conflict with the storm sewer. It was determined that a 12” pipe would meet stormwater requirements and the pipe material was changed. The material price is \$5,308.16 53 a 2.31 % increase.

A motion was made by Commissioner Weddell and seconded by Commissioner Turner to approve Resolution 38-2020.

After discussion, on call of the roll, the motion was carried by the following vote:

Ayes: Garber Johnson Stump Turner Weddell-

Nays: None

The motion was adopted by a vote of 5 in favor and 0 against.

Resolution 39-2020 – Approve Execution of Change Order No. 5 for Main Street Streetscapes (3:40) Dustin Sailor, Director of Public Works, stated that change order number 5 & 6 go together. The original contract amount was \$929,657.60 and this change order is for a reduction of \$9,122.80. This change order decreased the total contract by \$135,961.22 for a revised contract amount of \$802,819.18.

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve Resolution 39-2020.

After discussion, on call of the roll, the motion was carried by the following vote:

Ayes: Garber Johnson Stump Turner Weddell

Nays: None

The motion was adopted by a vote of 5 in favor and 0 against.

Resolution 40-2020 – Approve Execution of Change Order No. 6 for Main Street Streetscapes

(5:35) Dustin Sailor, Director of Public Works, the focus when repaving Main Street was to get better drainage. Had some areas that were high and kept in current position and lost curb exposure. Niblock will replace curb and sidewalk in front of the courthouse and the north end of Lincoln to Clinton for \$63,056.00 and complete by October 1, 2020. Thermoplastic brick pattern material cost is \$55,000 and the Street Department will become certified so they can install. This will be installed at all intersections except Lincoln Avenue.

(8:05) Questions and comments from commission members.

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to approve Resolution 40-2020.

After discussion, on call of the roll, the motion was carried by the following vote:

Ayes: Garber Johnson Stump Turner Weddell

Nays: None

The motion was adopted by a vote of 5 in favor and 0 against.

Resolution 41-2020– Approve Request to File Application to Goshen Plan Commission for Lincoln Avenue Subdivision

(10:03) Becky Hutsell, Redevelopment Project Manager, in 2018 an application was made to create a minor subdivision on Lincoln Avenue. Multiple parcels combined into 2 lots which allowed for the selling of the parking lot to East Gate Market which is complete. The subdivision was never finalized and the decision was made to acquire the residential properties to the west for the roadway project. We are now amending the subdivision to include a third lot for future redevelopment.

A motion was made by Commissioner Turner and seconded by Commissioner Garber to approve Resolution 41-2020.

After discussion, on call of the roll, the motion was carried by the following vote:

Ayes: Garber Johnson Stump Turner Weddell

Nays: None

The motion was adopted by a vote of 5 in favor and 0 against.

Resolution 42-2020 – Approve and Authorize Execution of Amended Purchase Agreements with LaCasa of Goshen, Inc. for 307 South Seventh Street and 401 East Jefferson Street

(14:60) Becky Hutsell, Redevelopment Project Manager, in 2016 the Commission approved purchase agreements with LaCasa for four properties. These properties were included in their 2016 tax credit application which they did not receive. Applied again in 2018 and not selected. In January 2020 they were selected by IHCDA to participate in Homeownership Innovation Project and will have access to up to 2 million dollars for single family housing to low/moderate incomes. Two lots on Hickory Street have been sold to Habitat for Humanity. LaCasa asking for the lots to be donated to facilitate the points needed to bring additional funding to the project. Lots to be developed in 2021/2022.

(17:37) Commissioner Brett Weddell told the Commission that he serves on the Board of Directors of LaCasa and has no financial interest in LaCasa.

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve Resolution 42-2020.

After discussion, on call of the roll, the motion was carried by the following vote:

Ayes: Garber Johnson Stump Turner Weddell

Nays: None

The motion was adopted by a vote of 5 in favor and 0 against.

Resolution 43-2020 – Authorize Execution of Contract Amendment #2 with Advanced Excavating LLC for the Demolition of 708 East Lincoln Avenue

(18:25) Becky Hutsell, Redevelopment Project Manager, stated when the contract amendment for the demolition of 708 East Lincoln Avenue was approved at the June meeting we did not have possession of 708 E Lincoln. When the homeowners moved they left a substantial amount behind and the pictures in the packet show the extent not including items in and in front of the home. Not included in the original bid specs were two parcels. The cost to remove items left behind is \$1500 and \$4500 for fencing and foundation removal on the other parcels.

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to approve Resolution 43-2020.

After discussion, on call of the roll, the motion was carried by the following vote:

Ayes: Garber Johnson Stump Turner Weddell

Nays: None

The motion was adopted by a vote of 5 in favor and 0 against.

Resolution 44-2020 – Approve Request to Issue a Request for Proposals for the Development of a Downtown River District Revitalization Plan

(21:30) Becky Hutsell, Redevelopment Project Manager, stated this is similar to what was completed for the River Race area. Ms. Hutsell talked about the different parcels available. A copy of the map and the RFP are in the packet. This has been shared with Elkhart County and they are a partner in this project.

(23:05) Mark Brinson, Community Development Director, stated that like any other planning exercise their will be an opportunity for public input.

(24:00) Commissioner Stump asked if the county had reviewed this and Ms. Hutsell responded that they have and this idea came from conversations with them. Elkhart County will be part of the steering committee as they are a major stakeholder.

(24:23) Comments and discussion among commission members and staff.

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to approve Resolution 44-2020.

After discussion, on call of the roll, the motion was carried by the following vote:

Ayes: Garber Johnson Turner Weddell

Nays: Stump

The motion was adopted by a vote of 4 in favor and 1 against.

UPDATE

Hawks Building

(44:38) Becky Hutsell, Redevelopment Project Manager, stated they are two weeks behind schedule. The intention is for Abonmarche to have possession in September and the rest of the building opening in October.

(45:02) Commissioner Stump asked about the other projects in the area and Ms. Hutsell replied that their intention is to complete the Hawks Building and they would like to do a spec townhome so people could see it. River Arts will be fully designed this year with construction next year.

Main Street

(46:05) Dustin Sailor, Director of Public Works, infrastructure substantially complete with the approvals of the change orders today. Have not received any negative feedback. Mr. Sailor thanked the Commission for their support.

(49:09) Discussion regarding the 50/50 sidewalk program.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Weddell and seconded by Commissioner Turner to approve payment of the Register of Claims totaling \$401,383.14

After discussion, on call of the roll, the motion was carried by the following vote:

Ayes: Garber Johnson Stump Turner Weddell

Nays: None

The motion was adopted by a vote of 5 in favor and 0 against.

MONTHLY REDEVELOPMENT STAFF REPORT

Community Development Director Mark Brinson offered to answer any questions about the monthly report; however, the Commission did not have any questions. Mr. Brinson thanked Theresa Sailor for all her help with the Zoom meetings.

OPEN FORUM

No one from the Commission or the public spoke during the open forum.

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for August 11, 2020 at 3:00 p.m.

ADJOURNMENT

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

After discussion, on call of the roll, the motion was carried by the following vote:

Ayes: Garber Johnson Stump Turner Weddell

Nays: None

The motion was adopted by a vote of 5 in favor and 0 against.

The regular meeting was adjourned at 3:57 p.m.

APPROVED on August 11, 2020

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Executive Session of July 14, 2020

The Goshen Redevelopment Commission met in an executive session on July 14, 2020 at the conclusion of the Commission's regular meeting at 4:00 p.m. pursuant to the notice given. The executive session was held 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 executive session 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: Brian Garber, Andrea Johnson, Thomas Stump, Brett Weddell and Bradd Weddell
Absent: Vince Turner

PURPOSE OF EXECUTIVE SESSION

The executive session was held as authorized by Indiana Code § 5-14-1.5-6.1 (b)(2)(D) for discussion of strategy with respect to the purchase or lease of real property by the Goshen Redevelopment Commission up to the time a contract or option to purchase or lease is executed by the parties.

No subject matter was discussed in the executive session other than the subject matter specified in the public notice.

ADJOURNMENT

The executive session was adjourned at 4:20 p.m.

APPROVED on August 11, 2020

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

RESOLUTION 45-2020

Partial Forgiveness of a Loan to Goshen Theater, Inc.

WHEREAS, Goshen Theater, Inc., (Theater, Inc.) and The City of Goshen acting through the Goshen Redevelopment Commission (Redevelopment) entered into an agreement to fund a portion of the repair and renovation of the theater.

WHEREAS, Redevelopment provided Theater, Inc. loans to acquire the theater and partially fund the repair and renovation of the theater.

WHEREAS, Redevelopment agreed to forgive the loans if Theater, Inc. met certain terms and conditions.

WHEREAS, Theater, Inc. has substantially completed the scope of work described in Exhibit A attached to this resolution.

WHEREAS, Redevelopment agrees to forgive Four Hundred Twenty-Five Thousand Dollars (\$425,000.00) because the repairs and renovations described in Exhibit A have been substantially completed.

BE IT THEREFORE RESOLVED, that Redevelopment forgives Four Hundred Twenty-Five Thousand Dollars (\$425,000.00) of the original loan of Eight Hundred Fifty Thousand Dollars (\$850,000.00). The remaining Four Hundred Twenty-Five Thousand Dollars (\$425,000.00) of that loan will be forgiven in the amount of Eighty-Five Thousand Dollars (\$85,000.00) a year beginning on July 1, 2021 and ending on July 1, 2025 provided that the theater is maintained as a public venue for arts and entertainment open to the general public at least fifty-one percent (51%) of the time, once such public events are no longer prohibited by any executive order of the Governor of the State of Indiana or any executive order of the Mayor of the City of Goshen.

BE IT FURTHER RESOLVED, that the One Hundred Fifty Thousand Dollar (\$150,000.00) loan given to Theater, Inc. to acquire the theater on or about March 6, 2014 will be forgiven in the amount of Thirty Thousand Dollars (\$30,000.00) a year beginning on July 14, 2021 and ending on July 1, 2025 provided that the Goshen Theater is maintained as a public venue for arts and entertainment is open to the general public at least fifty-one percent (51%) of the time once such public events are no longer prohibited by an executive order of the Governor of the State of Indiana or by an executive order of the Mayor of the City of Goshen.

PASSED and ADOPTED by the Goshen Redevelopment Commission on _____ day of August, 2020.

Thomas W. Stump, President

Andrea Johnson, Secretary

EXHIBIT A

Project Description

Phase one of the Goshen Theater project will seek cost estimates to do the following as part of the initial phase of the theater rehabilitation project. The first phase of the theater project commits Four Million Dollars (\$4,000,000.00) to the repair and rehabilitation of the theater. The items listed in Part A will be completed in the first phase. As many of the items in Part B as possible will be completed as part of phase one without exceeding the Four Million Dollar (\$4,000,000.00) project budget.

Part A

- (1) Accessibility improvements
- (2) Elevator and chase, handicapped unisex restrooms – three (3) levels, elevator lobby
- (3) New public restrooms
- (4) Basement front of house: public restrooms, family restrooms, circulation
- (5) New sewer tap on Main Street
- (6) Partial fire suppression system
- (7) New service tap on Main Street and fire pump, public restrooms area, main level lobbies
- (8) 800 amp service, subpanels and disconnects
- (9) New electrical service
- (10) Stage lighting, dimmers, central booth, control console, box booms
- (11) Main level wheelchair positions, balcony riser reconstruction and safety railings
- (12) Stage house improvements
- (13) Speakers, amplifiers, controls
- (14) Lobby expansion
- (15) Box office, social lobby, lounge, concession area
- (16) New fire alarm system

Part B

- (1) Stage and house rigging and curtains
- (2) Stage riggings, curtains, visitor lighting truss hoists and catwalk
- (3) Theatrical lighting improvements
- (4) Auditorium improvements
- (5) New thrust stage, under-stage demo and cleanup, new on-stage restroom

- (6) New sound reinforcement systems
- (7) Star dressing room remodeling
- (8) Main Street façade improvement to include removal of the contemporary stone veneer to reveal the original masonry façade. Restoration to repair rusted lintels and renovate the original masonry façade. Renovate transom panels at store fronts and removal of the existing ticket booth and replacement with new double doors. Masonry repair is needed for the deteriorating façade and a small roof covering the brick cornice will need replaced. The intent is to restore the appearance to what was originally in place for the building.

RESOLUTION 46-2020

Approve Funding Request for Kercher Road Phase 2 Multi-Use Path

WHEREAS this segment of the multi-use path was not included in the project due to the intersection of Kercher Road and Dierdorff Road not being included in the roadway's evaluation for federal funds.

WHEREAS this segment is a final piece of the project. Goshen Engineering has prepared a preliminary engineer's estimate of \$80,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission approves the Funding Request for the Kercher Road Phase 2 Multi-Use Path.

PASSED and ADOPTED on August 11, 2020

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, 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: Goshen Redevelopment Commission

From: Dustin K. Sailor, Director of Public Works

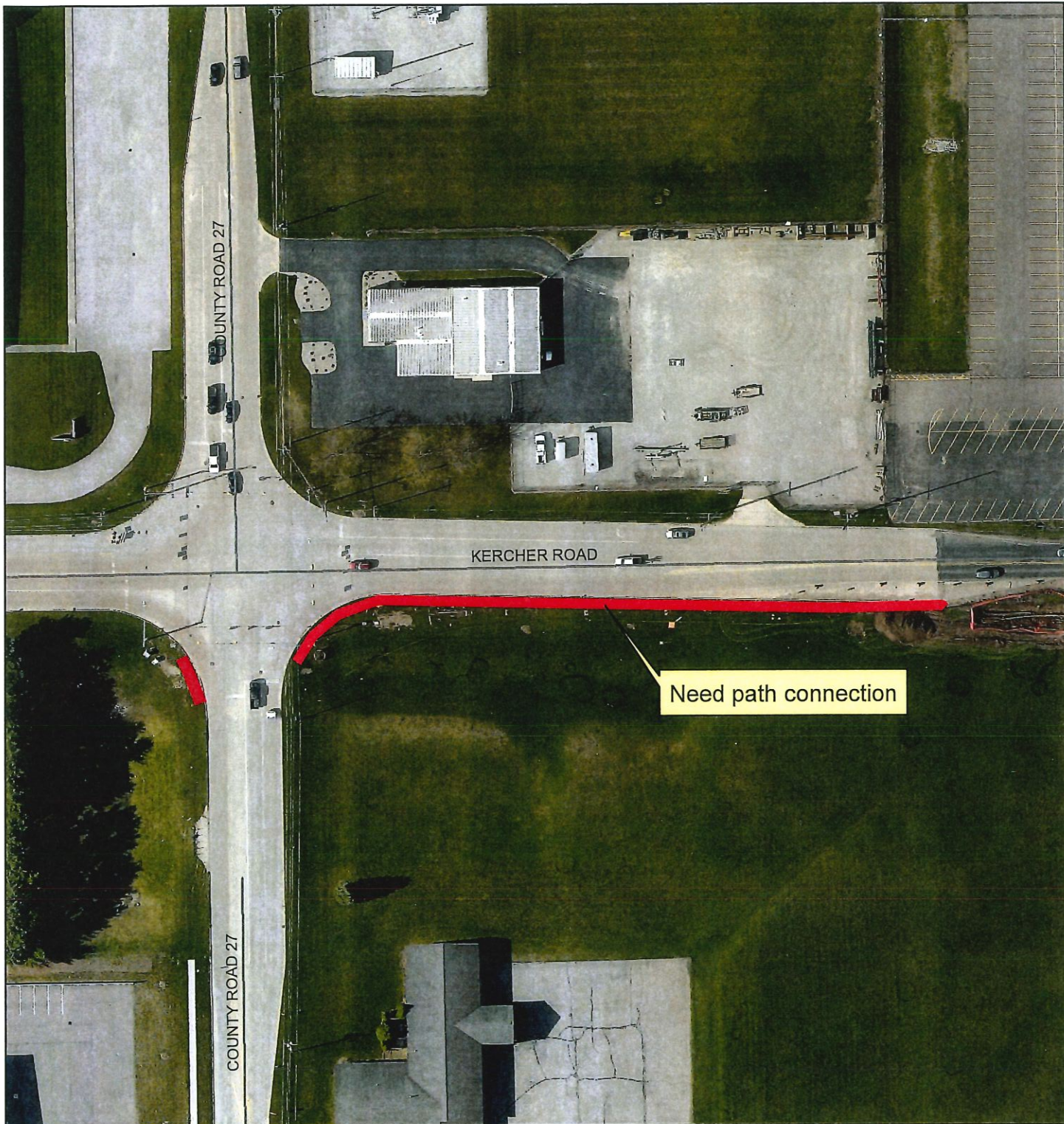
RE: **KERCHER ROAD MULTI-USE PATH
(JN: 2004-0021)**

Date: August 4, 2020

As we work through the final punch list items for Kercher Road, Phase 2, we are looking to address improvements that will complete the project from U.S. Hwy 33 to S.R. 15. One item left out of both the Phase 1 and Phase 2 construction project is a 500-foot segment of multi-use path east of Dierdorff Road. This segment of multi-use path was absent from the Phase 2 project because the previously reconstructed Kercher Road and Dierdorff Road intersection was not included in the roadway's environmental evaluation for the use of federal funds.

This segment of multi-use path is a critical final piece of the project. Goshen Engineering hired a survey to perform the survey work to complete the design, and the design is being performed in-house. The preliminary engineer's estimate for this project is \$80,000.

Goshen Engineering would like to ask the Redevelopment Commission to consider funding the installation of this segment of multi-use path. The project will be bid in 2020 and with construction occurring in 2020 or 2021, dependent on contractor availability.

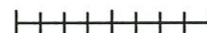


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Feet

0 25 50 100



1 inch = 100 feet

Kercher Road Multi-use Path

Propose Multi-use Path Connection
2019 Aerial Photography

The City of Goshen

Department of Public Works & Safety
Office of Engineering

204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-2201 Fax: 574-533-8626

ITEM #	Qty	UNIT	DESCRIPTION	UNIT COST	COST
1.	1	LS	MOB. / DEMOS	8,000.00	\$8,000.00
2.	450	CYD	COMMON EXCAVATION	12.00	\$5,400.00
3.	280	CYD	B-BORROW	25.00	\$7,000.00
3A	185	TON	COMPACTED AGG. #53	40.00	
4	60	LFT	CURB & GUTTER REMOVAL	8.00	\$7,400.00
5.	530	SYD	CONCRETE FLATWORK, 4"	50.00	\$26,500.00
6.	60	SYD	SIDEWALK RAMP, ADA	75.00	\$4,500.00
7.	200	LFT	LINE, THERMO, WHITE, 6"	2.50	\$500.00
8.	50	CYD	TOPSOIL	25.00	\$1,250.00
9.	350	SYD	MULCH SEEDING	5.00	\$1,750.00
10.	1	LS	EROSION CONTROL	4,000.00	\$4,000.00
11.	1	LS	TRAFFIC CONTROL	6,000.00	\$6,000.00

SUBTOTAL = \$72,300.00
 CONTINGENCY (10%) = 7,700.00

PRELIMINARY EST. = \$80,000.00

RESOLUTION 47-2020

Approve Purchase Agreement for 65736 State Road 15

WHEREAS the Commission approved the listing agreement for 65736 State Road 15 on March 12, 2019.

WHEREAS four (4) offers have been received.

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

1. The Commission approves the purchase agreement from _____ for the purchase of 65736 State Road 15.
2. Community Development Director Mark Brinson is authorized to negotiate and execute the purchase agreement on behalf of the City of Goshen and Goshen Redevelopment Commission with _____ for the purchase of 65736 State Road 15.

PASSED and ADOPTED on April 9, 2019.

Thomas W. Stump, President

Andrea Johnson, 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

Memo

To: Goshen Redevelopment Commission

From: Mark Brinson

Subject: 65736 SR 15 – Offers to Purchase

Date: August 7, 2020

The Redevelopment Commission owns a vacant four-unit rental property located at 65736 SR 15. A Request for Proposals (RFP) for this property was issued in September 2018, with a purchase price of \$170,000. No offers were received and the property was later listed for sale with Century 21 Affiliated. The property was listed in March of 2019 for \$150,000 and it was reduced to \$140,00 in June of 2019.

There has been a considerable interest in this property, but most of the potential buyers declined to make offers, given the level of investment required to update the property. However, in the last month we have received four offers. These offers are included in the Commission packet and are summarized below:

1. Nathan and Amber Butler.

- Purchase price: \$40,000
- Intended use: Single family home for personal use.
- Renovation proposal: Extensive renovation plan submitted with offer. Buyer estimates that initial renovation budget will be approximately \$69,000.
- Contingencies/conditions: Contingent on sale of current home in Goshen, independent inspection.

2. Isaiah Brown

- Purchase price: \$110,000
- Intended use: Will continue use as a four-unit rental property.
- Renovation proposal: Unknown
- Contingencies/conditions: Acceptable appraisal, independent inspection.

3. Lejn LLC

- Purchase price: \$95,000
- Intended use: Will continue use as a four-unit rental property.
- Renovation proposal: Updates to kitchens, HVAC and address cosmetic issues.
- Contingencies/conditions: Acceptable appraisal

4. Rafael and Shelley Pillado

- Purchase price: \$95,000
- Intended use: Group home to house 4-5 elderly residents.
- Renovation proposal: Return to single family home with 7 bedrooms, 3 baths with main level kitchen, living and dining rooms.
- Contingencies/conditions: Independent inspection.

When evaluating offers to purchase real estate, the Redevelopment Commission is not obligated to sell the property for the highest purchase price. The Commission may base a decision on the highest and best proposal. In determining which proposal is the highest and best, the original Request for Proposals included the following evaluation criteria:

1. Proposed purchase price.
2. Redevelopment will favorably view any proposal that reduces the number of units in the building giving the most consideration to single family and duplex uses.
3. Whether the proposed purchase will serve the interest of the community.

Given the range of proposals, it may be advantageous to refer these proposals to staff for further review. A recommendation could be presented to the Commission at the September meeting.

PROPERTY PROPOSAL & SCOPE OF WORK

65736 Indiana 15

Goshen, IN



General Notes

Proposal for 65736 State Road 15, Goshen, IN 46526

Submitted by Nathan and Amber Butler
120 N Indiana Ave, Goshen, IN 46526
574-370-7747 - nimblewit@gmail.com

As native residents of Goshen, we've enjoyed being homeowners in Goshen since 2003. As we've looked for opportunities to transition into our next home with our two daughters, we have a particular appreciation for the architecture of older homes, and revitalizing spaces for functional and best use. For this reason, the potential of the property on SR 15 caught our eye, despite the extensive rehab needed to convert it to a single family residence, return to its original purpose, repair surfaces and improve mechanicals of the home.

We are self-employed musicians and performing artists (Shiny Shiny Black) who own and operate a small recording studio here in Goshen (Nimble Wit Productions). Nate has also provided live audio engineer services at events throughout the region for many years and Amber is the business manager for our work and has served other small businesses and non-profit clients. Before we began full time work in Nimble Wit, Nate worked on a small four-person crew who built custom homes from start to finish, Stull Builders. His employer, Mike Stull, now works as a foreman at Bail Home Services. Nate later became a licensed contractor in the commonwealth of Virginia and then operated his own handyman service for a number of years both in Virginia and in the Goshen area before fully transitioning to work in audio production and the music industry.

With that kind of personal experience in remodeling, we are proposing to oversee the work in the home ourselves, especially at a time when the music and events industry is experiencing a profound slow down due to COVID-19. We will perform much of the work ourselves, while also hiring contractors for various components of the project when their expertise will be helpful to meet our goals in completing the work in a timely and efficient fashion.

We have equity in our current home, and will pursue financing for the improvements in the SR 15 property with that in our favor. Our agreement to purchase the SR 15 property is contingent on the sale of our current home, and lining up financing of the initial improvement costs, which we have shaped into an estimate of roughly \$70,000. When considering further improvements needed and the range of value the home may be worth after rehab, we propose a purchase price of \$40,000.

FUTURE IMPROVEMENTS: Looking beyond the reach of this agreement and scope of work, we are planning additional improvements such as the construction of a new garage on the property as well as an outdoor patio and possibly adding A/C zones to the house with ductless mini split AC units.

ESTIMATE SUMMARY

Scope of Work	Labor	Material	Total	\$/SF	%
Exteriors					
Masonry	\$0.00	\$500.00	\$500.00	\$0.15 / SF	0.7%
Windows	\$0.00	\$3,500.00	\$3,500.00	\$1.03 / SF	5%
Landscaping	\$2,000.00	\$3,000.00	\$5,000.00	\$1.47 / SF	7.2%
Fencing	\$0.00	\$3,000.00	\$3,000.00	\$0.88 / SF	4.3%
Total Exteriors	\$2,000.00	\$10,000.00	\$12,000.00	\$3.53 / SF	17.3%
Interiors					
Demolition	\$4,000.00	\$0.00	\$4,000.00	\$1.18 / SF	5.8%
Framing	\$0.00	\$855.00	\$855.00	\$0.25 / SF	1.2%
Insulation	\$8,000.00	\$0.00	\$8,000.00	\$2.35 / SF	11.5%
Drywall	\$0.00	\$2,000.00	\$2,000.00	\$0.59 / SF	2.9%
Kitchen (Packaged)	\$0.00	\$7,000.00	\$7,000.00	\$2.06 / SF	10.1%
Bathrooms (Packaged)	\$0.00	\$5,750.00	\$5,750.00	\$1.69 / SF	8.3%
Interior Woodwork	\$500.00	\$750.00	\$1,250.00	\$0.37 / SF	1.8%
Interior Painting	\$0.00	\$2,500.00	\$2,500.00	\$0.74 / SF	3.6%
Total Interiors	\$12,500.00	\$18,855.00	\$31,355.00	\$9.22 / SF	45.2%
MEP					
Plumbing	\$0.00	\$4,000.00	\$4,000.00	\$1.18 / SF	5.8%
HVAC	\$0.00	\$8,500.00	\$8,500.00	\$2.50 / SF	12.2%
Electrical	\$0.00	\$4,000.00	\$4,000.00	\$1.18 / SF	5.8%
Total MEP	\$0.00	\$16,500.00	\$16,500.00	\$4.85 / SF	23.8%

Scope of Work	Labor	Material	Total	\$/SF	%
Other					
Building Permits	\$500.00	\$0.00	\$500.00	\$0.15 / SF	0.7%
Total Other	\$500.00	\$0.00	\$500.00	\$0.15 / SF	0.7%
Subtotal Estimate	\$15,000.00	\$45,355.00	\$60,355.00	\$17.75 / SF	87%
		Adders/Contingency	\$9,053.25	\$2.66 / SF	13%
		Total Estimate	\$69,408.25	\$20.41 / SF	100%

Masonry

Description	Qty
Masonry, patch section, L+M	1 each

Masonry work and repairs

1. Install new masonry according to local building codes.
2. Tuckpoint, repair and replace existing grout lines as necessary.
3. After mortar is set and cured, clean exposed masonry and surrounding areas.
4. Final Cleaning: Clean up all scrap masonry debris, screws and anchors from project site.

Windows

Description	Qty
Windows Bid Allowance	1 lump sum

Window work

1. Refurbish or install new windows where repairs are needed.
2. Install caulking, flashing, trim boards around windows to provide water tight installation as needed.

Landscaping

Description	Qty
Entire lot, landscaping package	1 lump sum
Tree removal	2 each

Landscaping

1. Remove two large trees directly in front of porch.
2. Trim or remove additional trees in distress in consultation with City of Goshen Arborist.
3. Install plantings.
4. Furnish and install mulch beds in front planting beds.
5. Remove and dispose of existing bushes and plantings on the perimeter of the home.
6. Clean front and back yards of debris and trash.
7. Water new plantings as recommended by planting specifications.

Fencing

Description	Qty
Woodfencing	150 lineal feet

Fencing

1. Furnish and install new fencing, posts, footings, gates and components per local building codes.

Demolition

Description	Qty
Room demolition, typical room	100 hours
Dumpster rental	4 each

Demolition work

1. Demolish walls, cabinets, damaged ceilings, flooring, and fixtures per demolition plans and local building codes (extraneous kitchens, baths and basement soft materials).
2. Temporarily disconnect/cap all plumbing lines at existing plumbing fixtures.
3. Remove and dispose of all demolition debris into project dumpster.
4. Remove and dispose of any furnishings left by previous Owner into project dumpster.
5. Clean-up, sweep and prep site for new construction activities.

Framing

Description	Qty
Interior wall framing, (studs, plates), L+M	75 square feet
Replace/install subflooring, L+M	14 sheet

Framing work

1. Furnish and install new wall framing and openings per the new floor plans and local building codes.
2. Furnish and install new stair framing per the new floor plans and local building codes. (if applicable)
3. Patch plywood floor sheathing. (if applicable)
4. Provide pressure treated/fire-resistant lumber as required by local building codes.

Insulation

Description	Qty
Insulation Bid/Allowance	1 lump sum
Attic blown-in insulation, L+M	1700 square feet

Insulation work

1. Furnish and install new insulation according to local building codes.
2. To include attic, basement and exterior wall insulation as applicable.

Drywall

Description	Qty
Drywall wallboard, taped & finished	1000 square feet

All Drywall work is to be Contractor Furnished, Contractor Installed..

1. Furnish, install, tape, sand and finish new drywall in areas of repair or to return to single family home layout. Ceilings in multiple rooms will require new drywall.
2. Patch and prep miscellaneous holes, cracks and imperfections in walls and ceilings.
3. Furnish and install fire-resistant, mold-resistant drywall in areas required by local building codes.

Kitchen (Packaged)

Description	Qty
New kitchen, (cab/counters, appl)	1 lump sum

1. Install one new full kitchen for the home on the first floor.

Bathrooms (Packaged)

Description	Qty
Full bath, light remodel, (re-use fixtures, new finishes)	1 each
Full bathroom, average (new fixtures/new finishes)	2 each

Description	Qty
Half bath, average remodel (new fixtures/ finishes)	1 each
<ol style="list-style-type: none"> 1. Relocate second and first floor bathrooms from hallway. 2. Install one second floor en suite master bath. 3. Install one second floor hall bath. 4. Install/remodel a downstairs bathroom. 6. Laundry will be relocated - most likely to an upstairs room or basement. 	

Interior Woodwork

Description	Qty
Wood handrail w/ wood balusters	50 lineal feet
<ol style="list-style-type: none"> 1. Repair and restore front stairway banister. 2. Reopen back staircase to the second floor and basement (after demolition of bathroom above) 	

Interior Painting

Description	Qty
Interior Painting	1 lump sum
<ol style="list-style-type: none"> 1. Interior painting throughout the house 	

Basement

After demolition removal of soft materials:

1. Clean, treat with moldicide
2. Rebuild interior back staircase for basement access

Plumbing

Description	Qty
Plumbing Bid/Allowance	1 lump sum

Plumbing

1. All plumbing work shall be installed according to local building codes and manufacturer's instructions.
2. Remove any existing piping as required to complete new plumbing work.
3. Rough-in new water supply and waste lines as necessary for new plumbing fixture locations.
4. Install new plumbing fixtures.

HVAC

Description	Qty
Upgraded or Repaired Heating System	1 lump sum

HVAC work

1. All HVAC work shall be installed according to local building codes and manufacturer's instructions.

Electrical

Description	Qty
0	1 lump sum

Electrical Work

1. All Electrical work shall be installed according to local building codes and manufacturer's instructions.
2. Perform any necessary electrical demolition to accommodate new floor layout.
3. Reuse existing electrical circuits where applicable.
4. Install GFI protected outlets in wet locations as required by local building codes.

Building Permits

Description	Qty
Overall Building Permit	1 lump sum

Listing Broker (Co.) Century 21 Affiliated (EL1) By Patricia Miller (EL3027)

Office code

individual code

Selling Broker (Co.) Model Real Estate, LLC (EL3964) By Dallan Troyer (EL4373)

Office code

individual code



PURCHASE AGREEMENT (IMPROVED PROPERTY)

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

1 Date: August 6, 2020

2
3 A. **BUYER:** Nathan A. Butler, Amber D. Butler ("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:
6

7 B. **PROPERTY:** The property ("Property") is known as 65736 State Road 15
8 in Elkhart Township, Elkhart County County, Goshen
9 Indiana, 46526-6005 (zip code) legally described as: Sunny Acres 106 x 245 Ft. SW Cor Lot 7

10
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, fireplace inserts, gas logs and grates, central
14 vacuum equipment, window shades/blinds, curtain rods, drapery poles and fixtures, ceiling fans and light fixtures, towel
15 racks and bars, storm doors, windows, awnings, TV antennas, wall mounts, satellite dishes, storage barns, all
16 landscaping, mailbox, garage door opener(s) with control(s) AND THE FOLLOWING: (**If applicable, any smart home**
17 **devices should be addressed in this paragraph.**) _____
18

19 EXCLUDES THE FOLLOWING: _____
20

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 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.
27

28 C. **PRICE:** Buyer will pay the total purchase price of (\$ 40,000.00) Forty 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.
33

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 2 hours days after 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

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54 3. **LEGAL REMEDIES/DEFAULT:** If this offer is accepted and Buyer fails or refuses to close the transaction,
55 without legal cause, the earnest money shall be retained by Seller for damages Seller has or will incur. Seller
56 retains all rights to seek other legal and equitable remedies, which may include specific performance and additional
57 monetary 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
63 to provide proof of funds submitted with offer within _____ days of acceptance.
64 Buyer will 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 _____% of purchase price, payable in not less than _____ years, with an
68 original rate of interest not to exceed _____% per annum and not to exceed _____ points. Buyer
69 shall pay all costs of obtaining financing, except _____

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

74 3. **ASSUMPTION: (Attach Financing Addendum)**

75 4. **CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)**

76 5. **OTHER METHOD OF PAYMENT: (Attach Financing Addendum)**

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

78 1. **APPLICATION:** Within 7 days after the acceptance of this Agreement, Buyer agrees to make written
79 application for any financing necessary, to complete this transaction or for approval to assume the unpaid balance
80 of the existing mortgage and to make a diligent effort to meet the lender's requirements and to obtain financing in
81 cooperation with the Broker and Seller. **Buyer directs lender to order appraisal immediately.**

82 2. **APPROVAL:** No more than 30 days after acceptance of this Agreement shall be allowed for obtaining loan
83 approval or mortgage assumption approval. If an approval is not obtained within the time specified above, this
84 Agreement may terminate unless an extension of time for this purpose is mutually agreed to in writing.

85 G. **CLOSING:**

86 1. **DATE:** The closing of the sale (the "Closing Date") shall be on or before _____, or
87 within 30 days after **removal of first right contingency**, whichever is later or this Agreement
88 shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the latest
89 date above must be by mutual written agreement of the parties.

90 2. **FEE:** The settlement or closing fee incurred in conducting the settlement charged by the closing agent or company
91 shall be paid by Buyer (included in allowance, if provided) Seller Shared equally.

92 3. **CONTINGENCY:** This Agreement:

93 is not contingent upon the closing of another transaction;

94 is contingent upon the closing of the pending transaction on Buyer's property located at _____
95 scheduled to close by _____

96 is contingent upon the acceptance of a Purchase Agreement on Buyer's property:

97 Addendum to Purchase Agreement First Right Contingency. See attached Addendum.

98 Addendum to Purchase Agreement Limited Purchase Contingency Right. See attached Addendum.

99 4. **GOOD FUNDS:** Notwithstanding terms to the contrary, the Parties agree that as a condition to Closing, all funds
100 delivered to the closing agent's escrow account be in such form that the closing agent shall be able to disburse in
101 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
102 be wired unconditionally to the closing agent's escrow account and all funds under \$10,000, U.S. Dollars, from a single
103 source shall be good funds as so defined by statute. Buyer is advised that the cost incurred to wire funds on behalf of
104 the buyer to the closing agent's escrow account for the closing of this transaction shall become an expense to the buyer
105 and the actual cost incurred shall appear on the closing statement.

106 5. **WIRE FRAUD. If you receive any electronic communication directing you to transfer funds or provide**
107 **nonpublic personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM**
108 **BROKER OR TITLE COMPANY, do not respond until you verify the authenticity by direct communication with**
109 **Broker or Title Company. Do not rely on telephone numbers provided in the electronic communication. Such**
110 **requests may be part of a scheme to steal funds or use your identity.**

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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** _____ **AM** **PM** **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 \$ **50.00** 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 \$ **50.00** 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**
125 **not included in the sale.**
126 3. **CASUALTY LOSS:** Risk of loss by damage or destruction to the Property prior to the closing shall be
127 borne by Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to
128 closing, Buyer, at Buyer's option, may either **(a) terminate this Agreement with prompt return of earnest money**
129 **to 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
132 day of **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. If Buyer waives the right to conduct a survey, the Seller, the Listing and Selling Brokers, and all licensees
140 associated with Brokers are released from any and all liability relating to any issues that could have been discovered by
141 a survey. This release shall survive the closing.
142

143 J. **FLOOD AREA:** If the property is located in a flood plain, Buyer may be required to carry flood insurance at Buyer's
144 expense. Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums
145 or require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance agents
146 regarding the need for flood insurance and possible premium increases. Buyer **may** **may not** terminate this
147 Agreement if the Property requires flood insurance.
148

149 K. **BUILDING USE LIMITATIONS:** Buyer **may** **may not** terminate this Agreement if the Property is subject to building
150 or use limitations by reason of the location, which materially interfere with Buyer's intended use of the Property. Buyer
151 shall have _____ after acceptance of this Agreement to satisfy this contingency.
152

153 L. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to
154 obtain a favorable written commitment for homeowner's insurance within 21 days after acceptance of this
155 Agreement. Buyer should consult with one or more insurance agents regarding optional, or additional, coverage.
156

157 M. **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:** Buyer and Seller acknowledge that Listing Broker,
158 Selling Broker and all licensees associated with Brokers are NOT experts and have NO special training, knowledge or
159 experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and other biological
160 contaminants ("Environmental Contaminants") which might exist and affect the Property. Environmental Contaminants
161 at harmful levels may cause property damage and serious illness, including but not limited to, allergic and/or respiratory
162 problems, particularly in persons with immune system problems, young children and/or the elderly.
163

164 Buyer is STRONGLY ADVISED to obtain inspections (see below) to fully determine the condition of the Property and its
165 environmental status. The ONLY way to determine if Environmental Contaminants are present at the Property at
166 harmful levels is through inspections.
167

168 **Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental**
169 **Contaminants and release and hold harmless all Brokers, their companies and licensees from any and all**
170 **liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result,**
171 **repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants. This**
172 **release shall survive the closing.**
173

174 N. **INSPECTIONS: (Check one)**
175

176 **Buyer has been made aware that independent inspections disclosing the condition of the property may be**
177 **conducted and has been afforded the opportunity to require such inspections as a condition of this Agreement.**

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- 178 1. **BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**
179 **Buyer WAIVES inspections and relies upon the condition of the Property based upon Buyer's own**
180 **examination and releases the Seller, the Listing and Selling Brokers and all licensees associated with**
181 **Brokers from any and all liability relating to any defect or deficiency affecting the Property, which**
182 **release shall survive the closing. Required FHA/VA or lender inspections are not included in this**
183 **waiver.**
184
185 2. **BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS** (including Lead-Based Paint)
186 Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA, or
187 Buyer's lender(s). All inspections shall be:
188 a. At Buyer's expense (unless agreed otherwise by the parties or required by lender);
189 b. Conducted by licensed, independent inspectors or qualified independent contractors selected by
190 Buyer within the following time periods.
191 Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections. Seller must make **all**
192 **areas of the Property** available and accessible for Buyer's inspection.
193
194 3. **PROPERTY IS SOLD "AS IS"**. See Attached Addendum.
195

196 **INSPECTION/RESPONSE PERIOD:**

- 197 **A. INITIAL INSPECTION PERIOD:** Buyer shall order all independent inspections after acceptance of the Purchase
198 Agreement. Buyer shall have 20 days beginning the day following the date of acceptance of the Purchase
199 Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").
200 **B. SCOPE OF INSPECTION:** Inspections may include but are not limited to the condition of the following systems and
201 components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space,
202 well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint that is in
203 good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or the following:
204 _____
205 **C. ADDITIONAL INSPECTION:** If the **INITIAL** inspection report reveals the presence of lead-based paint, radon, mold
206 and other biological contaminants, or any other condition that requires further examination or testing, then Buyer
207 shall notify Seller in writing and have 7 **additional days from the deadline listed above to order,**
208 **receive and respond in writing to all inspection reports.**
209 **D. INSPECTION RESPONSE(S) REQUIRED:** If the Buyer does not comply with any Inspection/Response Period or make
210 a written objection to any problem revealed in a report within the applicable Inspection/Response Period, the Property
211 shall be deemed to be acceptable. If one party fails to respond or request in writing an extension of time to respond to the
212 other party's Independent Inspection Response, then that inspection response is accepted. A timely request for
213 extension is not an acceptance of the inspection response, whether or not granted. A reasonable time period to respond
214 is required to prevent misuse of this acceptance provision. Factors considered in determining reasonable time periods
215 include, but are not limited to, availability of responding party to respond, type and expense of repairs requested and
216 need of responding party to obtain additional opinions to formulate a response.
217 **E. IF DEFECT IS IDENTIFIED:** If an Inspection Report reveals a DEFECT(S) with the Property, the Buyer must:
218 1. Provide the inspection report, or relevant parts thereof, to the Seller; and
219 2. Give the Seller the opportunity to remedy the defect(s).
220 **F. SELLER RESPONSE TO INSPECTION DEFECT:** If Seller is unable or unwilling to remedy the defect(s) to Buyer's
221 reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this
222 Agreement or waive such defect(s) and the transaction shall proceed toward closing.
223 **G. DEFECT DEFINED:** Under Indiana law, "Defect" means a condition that would have a significant adverse effect on
224 the value of the Property, that would significantly impair the health or safety of future occupants of the property, or
225 that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of
226 the premises.
227 **H. PREVIOUSLY DISCLOSED DEFECT:** Buyer agrees that any property defect(s) previously disclosed by Seller, or routine
228 maintenance and minor repair items mentioned in any report, shall not be a basis for termination of this agreement.
229 **I. INSPECTION RELEASE:** Buyer releases and holds harmless all Brokers and their companies from any and all
230 liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result, repair,
231 disclosed defect or deficiency affecting the Property, including but not limited to lead-based paint, radon, mold and
232 other biological contaminants. This release shall survive the closing.
233

234 **O. LIMITED HOME WARRANTY PROGRAM:**

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

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- 243 P. **DISCLOSURES: (Check one)**
244 1. Buyer has has not not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE
245 SALES DISCLOSURE.
246 2. Buyer has has not not applicable received and executed a LEAD-BASED PAINT CERTIFICATION
247 AND ACKNOWLEDGEMENT.
248

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

256 **OWNER'S TITLE INSURANCE PREMIUM** and that portion of Title Service Fees incurred to prepare the Owner's Policy
257 (including title search and examination and commitment preparation), to be paid by Buyer (included in allowance,
258 if provided) Seller Shared equally.
259

260 **LENDER'S TITLE INSURANCE PREMIUM** and that portion of Title Service Fees incurred to prepare the Lender's Policy
261 (including title search and examination and commitment preparation), if applicable, to be paid by Buyer (included in
262 allowance, if provided) Seller Shared equally Other _____
263 _____
264

265 The parties agree that Seller Buyer will select a title insurance company to issue a title insurance policy and will
266 order the commitment immediately or other: _____
267 _____
268

269 Pursuant to Federal and State Law, Seller cannot make Seller's selection of a title insurance provider a condition of this
270 Agreement.
271

272 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed
273 and vendor's affidavit), so that marketable title can be conveyed.
274

275 R. **TAXES: (Check appropriate paragraph number)**

- 276 1. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on
277 _____, _____, and all taxes due thereafter. At or before closing, Seller shall pay all taxes for
278 the Property payable before that date.
279 2. All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by Seller either to the
280 County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the current
281 calendar year shall be prorated on a calendar-year basis as of the day immediately prior to the Closing Date.
282 3. For recent construction or other tax situations. Seller will give a tax credit of
283 \$ _____ U.S. Dollars to Buyer at closing. This shall be a final settlement.
284

285 **For purposes of paragraph 1 and 2:** For the purpose of determining the credit amount for accrued but unpaid taxes,
286 taxes shall be assumed to be the same as the most recent year when taxes were billed based upon certified tax rates.
287 This shall be a final settlement.
288

289 **WARNING:**

290 *The succeeding year tax bill for recently constructed homes or following reassessment periods may greatly exceed
291 the last tax bill available to the closing agent.
292

293 *Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.
294

295 *Buyer may apply for current-year exemptions/credits at or after closing.
296

297 S. **PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or
298 taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited
299 to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall pay any
300 special assessments applicable to the Property for municipal improvements previously made to benefit the Property.
301 Seller warrants that Seller has no knowledge of any planned improvements which may result in assessments and that
302 no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing
303 conditions. Public or municipal improvements which are not completed as of the date above but which will result in a
304

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305 lien or charge shall be paid by Buyer. Buyer will assume and pay all special assessments for municipal improvements
306 completed after the date of this Agreement.
307

308 T. **TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the
309 Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in
310 writing to a different date and/or time.
311

312 **Note: Seller and Buyer have the right to withdraw any offer/Counter Offer prior to written acceptance and**
313 **delivery of such offer/Counter Offer.**
314

315 U. **HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION ("Association"):** Documents for a **mandatory**
316 membership association shall be delivered by the Seller to Buyer within 7 days after acceptance of this
317 Agreement, but not later than 10 days prior to closing pursuant to I.C. 32-21-5-8.5. Brokers are not responsible for
318 obtaining, verifying or interpreting this information. The parties agree that Brokers and their companies shall be
319 released and held harmless from any and all liability arising out of or related to these documents.
320

321 If the Buyer does not make a written response to the documents within 7 days after receipt, the documents
322 shall be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such
323 provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall be
324 refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in writing,
325 within 7 days after Buyer's approval of the documents. Fees charged by the "Association", or its management
326 company, for purposes of verification of good standing and/or transfer of ownership shall be shared equally by Buyer
327 and Seller. Start-up or one time reserve fees, if any, shall be paid by Buyer.
328

329 **Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable. Buyer shall**
330 **therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that could affect the**
331 **Property.**
332

333 V. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable
334 proceeding against any other party brought under or with relation to the Agreement or transaction shall be additionally
335 entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.
336

337 W. **ADDITIONAL PROVISIONS:**
338

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

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

391

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

393

394 X. **FURTHER CONDITIONS (List and attach any addenda):** _____
 395 **See First Right Addendum.**
 396 **Seller to hold 2nd loan of \$40000 (forty thousand dollars)**
 397 _____
 398 _____
 399 _____
 400 _____
 401 _____
 402 _____
 403 _____
 404 _____

405 Y. **CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that, prior to signing this
 406 document, they may seek the advice of an attorney for the legal or tax consequences of this document and the transaction
 407 to which it relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil
 408 engineer, environmental engineer, or other person, with experience in evaluating the condition of the Property.
 409

410 Z. **ACKNOWLEDGEMENTS:** This is is not a limited agency transaction. Buyer and Seller acknowledge that
 411 each has received agency office policy disclosures, has had agency explained, and now confirms all agency relationships.
 412 Buyer and Seller further acknowledge that they understand and accept agency relationships involved in this transaction.
 413

414 **EXPIRATION OF OFFER:** Unless accepted in writing by Seller and delivered to Buyer by _____ **5:00**
 415 AM PM Noon, on **August 26, 2020**, 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.
 424
 425

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426 By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge
427 receipt of a signed copy.

428
429 Nathan A. Butler  08/06/2020 04:17 PM GMT
430 BUYERS SIGNATURE _____ DATE

428
429 Amber D. Butler  08/06/2020 04:15 PM GMT
430 BUYER'S SIGNATURE _____ DATE

431
432 Nathan A. Butler
433 PRINTED

431
432 Amber D. Butler
433 PRINTED

434
435 AA. SELLER'S RESPONSE: (Check appropriate paragraph number):

436
437 On _____, at _____ AM PM Noon

- 438 1. The above offer is Accepted.
- 439 2. The above offer is Rejected.
- 440 3. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and the Counter Offer.

441
442
443
444
445
446
447 By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge
448 receipt of a signed copy.

449
450
451 SELLER'S SIGNATURE _____ DATE

449
450
451 SELLER'S SIGNATURE _____ DATE

452
453 City of Goshen
454 PRINTED

452
453 _____
454 PRINTED



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City of Goshen
202 S 5th St.
Goshen IN 46528



RE: Vision for Manor on SR 15

To the City of Goshen:

LEJN LLC is a local real-estate investment firm looking for opportunities to improve and add value to real estate in the Goshen, Middlebury, Bristol, and White Pigeon areas.

The property at 65736 SR 15 is especially appealing due to its natural grandeur. The sweeping porches, large windows, and high ceilings, and mature shade trees bring to mind laid-back lifestyles of days gone by.

LEJN's vision for the manor house includes keeping the house's current semi-antebellum look, its high ceilings, and elegant farmhouse feel while updating many cosmetic issues, the kitchens, and the heating and air systems.


We see a need for attractive apartments in the south-Goshen area to create residences for college students, transient doctors and nurses from the hospital, and young families.


We see the house at SR 15 filling that need with the right vision and a qualified team working on it.

We hope that you consider our offer and we would look forward to working with you if you chose us as the new owners and caretakers of your property.

Most Sincerely Yours,


Jesse Riegsecker


Loren Beachy


Eugene Hochstetler


Nathan Lehman

The members of LEJN LLC

Listing Broker (Co.) Century 21 Affiliated () By Patricia Miller ()
Office code individual code
Selling Broker (Co.) Bright Star Realty & Auction () By Jesse Riegsecker ()
Office code individual code



PURCHASE AGREEMENT (IMPROVED PROPERTY)

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

1 Date: July 23, 2020

2
3 A. **BUYER:** Lejn Ilc ("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:
6

7 B. **PROPERTY:** The property ("Property") is known as 65736 State Road 15
8 in Elkhart Township, Elkhart County, Goshen
9 Indiana, 46526 (zip code) legally described as: SUNNY ACRES 106X245FT SW COR; LOT 7

10 together with any existing permanent improvements and fixtures attached (**unless leased or excluded**), including, but
11 not limited to, electrical and/or gas fixtures, heating and central air-conditioning equipment and all attachments thereto,
12 built-in kitchen equipment, sump pumps, water softener, water purifier, fireplace inserts, gas logs and grates, central
13 vacuum equipment, window shades/blinds, curtain rods, drapery poles and fixtures, ceiling fans and light fixtures, towel
14 racks and bars, storm doors, windows, awnings, TV antennas, wall mounts, satellite dishes, storage barns, all
15 landscaping, mailbox, garage door opener(s) with control(s) AND THE FOLLOWING: (**if applicable, any smart home**
16 **devices should be addressed in this paragraph.**)
17

18
19 EXCLUDES THE FOLLOWING: _____

20
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 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.
27

28 C. **PRICE:** Buyer will pay the total purchase price of (\$ 95,000.00) **Ninety-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.
33

34 D. **EARNEST MONEY:**
35 1. **SUBMISSION:** Buyer submits \$ 2,000.00 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** 2 hours days after 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

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54 3. **LEGAL REMEDIES/DEFAULT:** If this offer is accepted and Buyer fails or refuses to close the transaction,
55 without legal cause, the earnest money shall be retained by Seller for damages Seller has or will incur. Seller
56 retains all rights to seek other legal and equitable remedies, which may include specific performance and additional
57 monetary 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
63 to provide proof of funds submitted with offer within _____ days of acceptance.
64 Buyer will 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 _____ % of purchase price, payable in not less than _____ years, with an
68 original rate of interest not to exceed _____ % per annum and not to exceed _____ points. Buyer
69 shall pay all costs of obtaining financing, except _____
70 _____.

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

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

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

78 1. **APPLICATION:** Within _____ / _____ days after the acceptance of this Agreement, Buyer agrees to make written
79 application for any financing necessary, to complete this transaction or for approval to assume the unpaid balance
80 of the existing mortgage and to make a diligent effort to meet the lender's requirements and to obtain financing in
81 cooperation with the Broker and Seller. **Buyer directs lender to order appraisal immediately.**

82 2. **APPROVAL:** No more than _____ / _____ days after acceptance of this Agreement shall be allowed for obtaining loan
83 approval or mortgage assumption approval. If an approval is not obtained within the time specified above, this
84 Agreement may terminate unless an extension of time for this purpose is mutually agreed to in writing.

85 G. **CLOSING:**

86 1. **DATE:** The closing of the sale (the "Closing Date") shall be on or before **August 21, 2020**, or
87 within _____ days after _____, whichever is later or this Agreement
88 shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the latest
89 date above must be by mutual written agreement of the parties.

90 2. **FEE:** The settlement or closing fee incurred in conducting the settlement charged by the closing agent or company
91 shall be paid by Buyer (included in allowance, if provided) Seller Shared equally.

92 3. **CONTINGENCY:** This Agreement:
93 is not contingent upon the closing of another transaction;
94 is contingent upon the closing of the pending transaction on Buyer's property located at _____
95 _____ scheduled to close by _____.

96 is contingent upon the acceptance of a Purchase Agreement on Buyer's property:
97 Addendum to Purchase Agreement First Right Contingency. See attached Addendum.
98 Addendum to Purchase Agreement Limited Purchase Contingency Right. See attached Addendum.

99 4. **GOOD FUNDS:** Notwithstanding terms to the contrary, the Parties agree that as a condition to Closing, all funds
100 delivered to the closing agent's escrow account be in such form that the closing agent shall be able to disburse in
101 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
102 be wired unconditionally to the closing agent's escrow account and all funds under \$10,000, U.S. Dollars, from a single
103 source shall be good funds as so defined by statute. Buyer is advised that the cost incurred to wire funds on behalf of
104 the buyer to the closing agent's escrow account for the closing of this transaction shall become an expense to the buyer
105 and the actual cost incurred shall appear on the closing statement.

106 5. **WIRE FRAUD.** If you receive any electronic communication directing you to transfer funds or provide
107 nonpublic personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM
108 BROKER OR TITLE COMPANY, do not respond until you verify the authenticity by direct communication with
109 Broker or Title Company. Do not rely on telephone numbers provided in the electronic communication. Such
110 requests may be part of a scheme to steal funds or use your identity.
111
112
113
114

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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** _____ **AM** **PM** **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 \$ _____ 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**
- 125 **not included in the sale.**
- 126 3. **CASUALTY LOSS:** Risk of loss by damage or destruction to the Property prior to the closing shall be
- 127 borne by Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to
- 128 closing, Buyer, at Buyer's option, may either **(a) terminate this Agreement with prompt return of earnest money**
- 129 **to 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
- 132 **day of 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. If Buyer waives the right to conduct a survey, the Seller, the Listing and Selling Brokers, and all licensees

140 associated with Brokers are released from any and all liability relating to any issues that could have been discovered by

141 a survey. This release shall survive the closing.

142

143 J. **FLOOD AREA:** If the property is located in a flood plain, Buyer may be required to carry flood insurance at Buyer's

144 expense. Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums

145 or require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance agents

146 regarding the need for flood insurance and possible premium increases. Buyer **may** **may not** terminate this

147 Agreement if the Property requires flood insurance.

148

149 K. **BUILDING USE LIMITATIONS:** Buyer **may** **may not** terminate this Agreement if the Property is subject to building

150 or use limitations by reason of the location, which materially interfere with Buyer's intended use of the Property. Buyer

151 shall have 15 after acceptance of this Agreement to satisfy this contingency.

152

153 L. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to

154 obtain a favorable written commitment for homeowner's insurance within 20 days after acceptance of this

155 Agreement. Buyer should consult with one or more insurance agents regarding optional, or additional, coverage.

156

157 M. **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:** Buyer and Seller acknowledge that Listing Broker,

158 Selling Broker and all licensees associated with Brokers are NOT experts and have NO special training, knowledge or

159 experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and other biological

160 contaminants ("Environmental Contaminants") which might exist and affect the Property. Environmental Contaminants

161 at harmful levels may cause property damage and serious illness, including but not limited to, allergic and/or respiratory

162 problems, particularly in persons with immune system problems, young children and/or the elderly.

163

164 Buyer is STRONGLY ADVISED to obtain inspections (see below) to fully determine the condition of the Property and its

165 environmental status. The ONLY way to determine if Environmental Contaminants are present at the Property at

166 harmful levels is through inspections.

167

168 **Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental**

169 **Contaminants and release and hold harmless all Brokers, their companies and licensees from any and all**

170 **liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result,**

171 **repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants. This**

172 **release shall survive the closing.**

173

174 N. **INSPECTIONS: (Check one)**

175

176 **Buyer has been made aware that independent inspections disclosing the condition of the property may be**

177 **conducted and has been afforded the opportunity to require such inspections as a condition of this Agreement.**

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- 178 1. **BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**
 179 Buyer WAIVES inspections and relies upon the condition of the Property based upon Buyer's own
 180 examination and releases the Seller, the Listing and Selling Brokers and all licensees associated with
 181 Brokers from any and all liability relating to any defect or deficiency affecting the Property, which
 182 release shall survive the closing. Required FHA/VA or lender inspections are not included in this
 183 waiver.
 184
- 185 2. **BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS** (including Lead-Based Paint)
 186 Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA, or
 187 Buyer's lender(s). All inspections shall be:
 188 a. At Buyer's expense (unless agreed otherwise by the parties or required by lender);
 189 b. Conducted by licensed, independent inspectors or qualified independent contractors selected by
 190 Buyer within the following time periods.
 191 Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections. Seller must make **all**
 192 **areas of the Property** available and accessible for Buyer's inspection.
 193
- 194 3. **PROPERTY IS SOLD "AS IS"**. See Attached Addendum.
 195

196 **INSPECTION/RESPONSE PERIOD:**

- 197 **A. INITIAL INSPECTION PERIOD:** Buyer shall order all independent inspections after acceptance of the Purchase
 198 Agreement. Buyer shall have _____ days beginning the day following the date of acceptance of the Purchase
 199 Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").
- 200 **B. SCOPE OF INSPECTION:** Inspections may include but are not limited to the condition of the following systems and
 201 components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space,
 202 well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint that is in
 203 good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or the following:
 204
- 205 **C. ADDITIONAL INSPECTION:** If the **INITIAL** inspection report reveals the presence of lead-based paint, radon, mold
 206 and other biological contaminants, or any other condition that requires further examination or testing, then Buyer
 207 shall notify Seller in writing and have _____ **additional days from the deadline listed above to order,**
 208 **receive and respond in writing to all inspection reports.**
- 209 **D. INSPECTION RESPONSE(S) REQUIRED:** If the Buyer does not comply with any Inspection/Response Period or make
 210 a written objection to any problem revealed in a report within the applicable Inspection/Response Period, the Property
 211 shall be deemed to be acceptable. If one party fails to respond or request in writing an extension of time to respond to the
 212 other party's Independent Inspection Response, then that inspection response is accepted. A timely request for
 213 extension is not an acceptance of the inspection response, whether or not granted. A reasonable time period to respond
 214 is required to prevent misuse of this acceptance provision. Factors considered in determining reasonable time periods
 215 include, but are not limited to, availability of responding party to respond, type and expense of repairs requested and
 216 need of responding party to obtain additional opinions to formulate a response.
- 217 **E. IF DEFECT IS IDENTIFIED:** If an Inspection Report reveals a DEFECT(S) with the Property, the Buyer must:
 218 1. Provide the inspection report, or relevant parts thereof, to the Seller; and
 219 2. Give the Seller the opportunity to remedy the defect(s).
- 220 **F. SELLER RESPONSE TO INSPECTION DEFECT:** If Seller is unable or unwilling to remedy the defect(s) to Buyer's
 221 reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this
 222 Agreement or waive such defect(s) and the transaction shall proceed toward closing.
- 223 **G. DEFECT DEFINED:** Under Indiana law, "Defect" means a condition that would have a significant adverse effect on
 224 the value of the Property, that would significantly impair the health or safety of future occupants of the property, or
 225 that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of
 226 the premises.
- 227 **H. PREVIOUSLY DISCLOSED DEFECT:** Buyer agrees that any property defect(s) previously disclosed by Seller, or routine
 228 maintenance and minor repair items mentioned in any report, shall not be a basis for termination of this agreement.
- 229 **I. INSPECTION RELEASE:** Buyer releases and holds harmless all Brokers and their companies from any and all
 230 liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result, repair,
 231 disclosed defect or deficiency affecting the Property, including but not limited to lead-based paint, radon, mold and
 232 other biological contaminants. This release shall survive the closing.
 233

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

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243 P. **DISCLOSURES: (Check one)**

- 244 1. Buyer has has not not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE
- 245 SALES DISCLOSURE.
- 246 2. Buyer has has not not applicable received and executed a LEAD-BASED PAINT CERTIFICATION
- 247 AND ACKNOWLEDGEMENT.
- 248

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

256
 257 **OWNER'S TITLE INSURANCE PREMIUM** and that portion of Title Service Fees incurred to prepare the Owner's Policy
 258 (including title search and examination and commitment preparation), to be paid by Buyer (included in allowance,
 259 if provided) Seller Shared equally.

260
 261 **LENDER'S TITLE INSURANCE PREMIUM** and that portion of Title Service Fees incurred to prepare the Lender's Policy
 262 (including title search and examination and commitment preparation), if applicable, to be paid by Buyer (included in
 263 allowance, if provided) Seller Shared equally Other _____

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

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

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

275
 276 R. **TAXES: (Check appropriate paragraph number)**

- 277 1. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on
- 278 _____, _____, and all taxes due thereafter. At or before closing, Seller shall pay all taxes for
- 279 the Property payable before that date.
- 280 2. All taxes that have accrued for any **prior calendar year** that remain unpaid shall be paid by Seller either to the
- 281 County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the **current**
- 282 **calendar year** shall be prorated on a calendar-year basis as of the day immediately prior to the Closing Date.
- 283 3. For recent construction or other tax situations. Seller will give a tax credit of
- 284 \$ _____ U.S. Dollars to Buyer at closing. This shall be a final settlement.
- 285

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

289
 290 **WARNING:**

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

293
 294 ***Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.**

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

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

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305 lien or charge shall be paid by Buyer. Buyer will assume and pay all special assessments for municipal improvements
306 completed after the date of this Agreement.
307

308 T. **TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the
309 Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in
310 writing to a different date and/or time.
311

312 **Note: Seller and Buyer have the right to withdraw any offer/Counter Offer prior to written acceptance and**
313 **delivery of such offer/Counter Offer.**
314

315 U. **HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION ("Association"):** Documents for a mandatory
316 membership association shall be delivered by the Seller to Buyer within _____ days after acceptance of this
317 Agreement, but not later than 10 days prior to closing pursuant to I.C. 32-21-5-8.5. Brokers are not responsible for
318 obtaining, verifying or interpreting this information. The parties agree that Brokers and their companies shall be
319 released and held harmless from any and all liability arising out of or related to these documents.
320

321 If the Buyer does not make a written response to the documents within _____ days after receipt, the documents
322 shall be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such
323 provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall be
324 refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in writing,
325 within _____ days after Buyer's approval of the documents. Fees charged by the "Association", or its management
326 company, for purposes of verification of good standing and/or transfer of ownership shall be shared equally by Buyer
327 and Seller. Start-up or one time reserve fees, if any, shall be paid by Buyer.
328

329 **Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable. Buyer shall**
330 **therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that could affect the**
331 **Property.**
332

333 V. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable
334 proceeding against any other party brought under or with relation to the Agreement or transaction shall be additionally
335 entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.
336

337 W. **ADDITIONAL PROVISIONS:**
338

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

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- 364 9. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the
365 invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
366
- 367 10. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or
368 written or oral agreements between the parties' respecting the transaction and cannot be changed except by their
369 written consent.
370
- 371 11. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the
372 Property.
373
- 374 12. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders,
375 loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty
376 companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select
377 providers other than those referred or recommended to them by Broker(s). The Parties agree that Brokers and their
378 companies shall be released and held harmless in the event of claims disputes with any service provider.
379
- 380 13. By signing below, the parties to this transaction acknowledge: 1) receipt of a copy of this Agreement; and 2)
381 information regarding this transaction may be published in a listing service, Internet or other advertising media.
382
- 383 14. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed
384 until this transaction is closed.
385
- 386 15. Buyer and seller consent to receive communications from Broker(s) via telephone, U.S. mail, email, text message
387 and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the
388 contrary.
389
- 390 16. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # RB14046169
391
- 392 17. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.
393

394 X. **FURTHER CONDITIONS (List and attach any addenda):** _____
 395 _____
 396 _____
 397 _____
 398 _____
 399 _____
 400 _____
 401 _____
 402 _____
 403 _____
 404 _____

405 Y. **CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that, prior to signing this
 406 document, they may seek the advice of an attorney for the legal or tax consequences of this document and the transaction
 407 to which it relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil
 408 engineer, environmental engineer, or other person, with experience in evaluating the condition of the Property.
 409

410 Z. **ACKNOWLEDGEMENTS:** This is is not a limited agency transaction. Buyer and Seller acknowledge that
 411 each has received agency office policy disclosures, has had agency explained, and now confirms all agency relationships.
 412 Buyer and Seller further acknowledge that they understand and accept agency relationships involved in this transaction.
 413

414 **EXPIRATION OF OFFER:** Unless accepted in writing by Seller and delivered to Buyer by _____
 415 AM PM Noon, on July 28, 2020, 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.
 424
 425

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426 By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge
427 receipt of a signed copy.

428 DocuSigned by: member 7/23/2020
429 Jesse Riegsecker
430 BUYERS SIGNATURE DATE BUYER'S SIGNATURE DATE
431 BCEAE38800F7487...

432 Lejn llc
433 PRINTED PRINTED

435 AA. SELLER'S RESPONSE: (Check appropriate paragraph number):

437 On _____, at _____ AM PM Noon

- 439 1. The above offer is Accepted.
- 441 2. The above offer is Rejected.
- 443 3. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and the Counter Offer.

447 By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge
448 receipt of a signed copy.

451 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE

454 PRINTED PRINTED



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Form #02. Copyright IAR 2020



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July 14, 2020

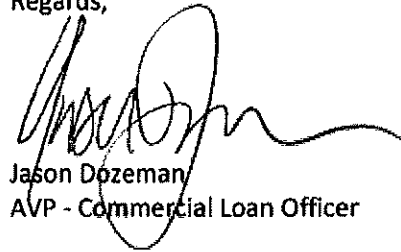
Isaiah Brown
506 Albert Ave.
Sturgis, MI 49091

Dear Isaiah,

Please let this letter be evidence that you are pre-approved for up to a \$110,000 loan to complete the purchase of an investment property. As a reminder, any final approval will be subject to an acceptable appraisal.

Thank you for your business and if you have any questions, don't hesitate to call me at (269)651-5491.

Regards,



Jason Dozeman
AVP - Commercial Loan Officer

Current plan for the Goshen Suites Renovation

Outside-

In order to restore the outside to one that will exude quality and have the curb appeal that we are looking for, a number of improvements must be made. First off, we plan to completely replace the old roof with a new dark metal roof that will last much longer and be complemented by new black shutters and a fresh coat of white paint on the outside brick. This along with new french doors in the front and colonial porch lights will bring a crisp and clean look to the building exterior. (Also possible consideration for solar panels in the future however not an immediate concern)

To make best use of the yard we plan to remove the current trees and instead plant lollipop crabapple trees around the perimeter of the yard as well as add select bushes, flowers and shrubs to bring the landscaping together.

Inside-

For the inside, we want to go for a more refreshing and modern look. This begins with a few different revisions. To start, we first plan on updating the current electrical and plumbing with new pipes and wiring that are safe and up to code.

From there we plan to put down grey wood laminate flooring throughout the building with a white trim to go along. This paired with white kitchen/bathroom cabinets, as well as granite and quartz countertops, will pull together the fresh modern look. Stainless steel appliances will be provided as well as optional washer/dryer hookups.

Our goal is to eliminate the wear and tear this building has seen over time and transform it into a safe, durable, clean and quality living space. I (Dontae Brown), would like to personally move in after the purchase to ensure that this happens and, if possible, would want to be there for the entirety of these renovations. I want to be sure that before we have anyone move in that it is up to both my personal standards and city code.

Thank you.

Dontae & Isuah Brown

54 3. **LEGAL REMEDIES/DEFAULT:** If this offer is accepted and Buyer fails or refuses to close the transaction,
55 without legal cause, the earnest money shall be retained by Seller for damages Seller has or will incur. Seller
56 retains all rights to seek other legal and equitable remedies, which may include specific performance and additional
57 monetary 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
63 to provide proof of funds submitted with offer within _____ days of acceptance.
64 Buyer will 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: Investment Property first
67 mortgage loan for _____ % of purchase price, payable in not less than _____ years, with an
68 original rate of interest not to exceed _____ % per annum and not to exceed _____ points. Buyer
69 shall pay all costs of obtaining financing, except _____

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

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

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

- 78 1. **APPLICATION:** Within 3 days after the acceptance of this Agreement, Buyer agrees to make written
79 application for any financing necessary, to complete this transaction or for approval to assume the unpaid balance
80 of the existing mortgage and to make a diligent effort to meet the lender's requirements and to obtain financing in
81 cooperation with the Broker and Seller. **Buyer directs lender to order appraisal immediately.**
- 82 2. **APPROVAL:** No more than 15 days after acceptance of this Agreement shall be allowed for obtaining loan
83 approval or mortgage assumption approval. If an approval is not obtained within the time specified above, this
84 Agreement may terminate unless an extension of time for this purpose is mutually agreed to in writing.

85 G. **CLOSING:**

- 86 1. **DATE:** The closing of the sale (the "Closing Date") shall be on or before August 21, 2020, or
87 within 5 days after **bank clear to close**, whichever is later or this Agreement
88 shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the latest
89 date above must be by mutual written agreement of the parties.
- 90 2. **FEE:** The settlement or closing fee incurred in conducting the settlement charged by the closing agent or company
91 shall be paid by Buyer (included in allowance, if provided) Seller Shared equally.
- 92 3. **CONTINGENCY:** This Agreement:
93 is not contingent upon the closing of another transaction;
94 is contingent upon the closing of the pending transaction on Buyer's property located at _____
95 _____ scheduled to close by _____
96 is contingent upon the acceptance of a Purchase Agreement on Buyer's property:
97 Addendum to Purchase Agreement First Right Contingency. See attached Addendum.
98 Addendum to Purchase Agreement Limited Purchase Contingency Right. See attached Addendum.
- 99 4. **GOOD FUNDS:** Notwithstanding terms to the contrary, the Parties agree that as a condition to Closing, all funds
100 delivered to the closing agent's escrow account be in such form that the closing agent shall be able to disburse in
101 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
102 be wired unconditionally to the closing agent's escrow account and all funds under \$10,000, U.S. Dollars, from a single
103 source shall be good funds as so defined by statute. Buyer is advised that the cost incurred to wire funds on behalf of
104 the buyer to the closing agent's escrow account for the closing of this transaction shall become an expense to the buyer
105 and the actual cost incurred shall appear on the closing statement.
- 106 5. **WIRE FRAUD.** If you receive any electronic communication directing you to transfer funds or provide
107 nonpublic personal information, **EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM**
108 **BROKER OR TITLE COMPANY, do not respond until you verify the authenticity by direct communication with**
109 **Broker or Title Company. Do not rely on telephone numbers provided in the electronic communication. Such**
110 **requests may be part of a scheme to steal funds or use your identity.**

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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** _____ **AM** **PM** **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 \$ **75.00** 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**
125 **not included in the sale.**
- 126 3. **CASUALTY LOSS:** Risk of loss by damage or destruction to the Property prior to the closing shall be
127 borne by Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to
128 closing, Buyer, at Buyer's option, may either **(a) terminate this Agreement with prompt return of earnest money**
129 **to 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
132 day of **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. If Buyer waives the right to conduct a survey, the Seller, the Listing and Selling Brokers, and all licensees
140 associated with Brokers are released from any and all liability relating to any issues that could have been discovered by
141 a survey. This release shall survive the closing.
142
- 143 J. **FLOOD AREA:** If the property is located in a flood plain, Buyer may be required to carry flood insurance at Buyer's
144 expense. Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums
145 or require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance agents
146 regarding the need for flood insurance and possible premium increases. Buyer **may** **may not terminate this**
147 **Agreement if the Property requires flood insurance.**
- 148
- 149 K. **BUILDING USE LIMITATIONS:** Buyer **may** **may not terminate this Agreement if the Property is subject to building**
150 **or use limitations by reason of the location, which materially interfere with Buyer's intended use of the Property. Buyer**
151 **shall have** 20 **after acceptance of this Agreement to satisfy this contingency.**
- 152
- 153 L. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to
154 obtain a favorable written commitment for homeowner's insurance within 20 days after acceptance of this
155 Agreement. Buyer should consult with one or more insurance agents regarding optional, or additional, coverage.
156
- 157 M. **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:** Buyer and Seller acknowledge that Listing Broker,
158 Selling Broker and all licensees associated with Brokers are NOT experts and have NO special training, knowledge or
159 experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and other biological
160 contaminants ("Environmental Contaminants") which might exist and affect the Property. Environmental Contaminants
161 at harmful levels may cause property damage and serious illness, including but not limited to, allergic and/or respiratory
162 problems, particularly in persons with immune system problems, young children and/or the elderly.
163
164 Buyer is STRONGLY ADVISED to obtain inspections (see below) to fully determine the condition of the Property and its
165 environmental status. The ONLY way to determine if Environmental Contaminants are present at the Property at
166 harmful levels is through inspections.
167
168 **Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental**
169 **Contaminants and release and hold harmless all Brokers, their companies and licensees from any and all**
170 **liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result,**
171 **repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants. This**
172 **release shall survive the closing.**
173
- 174 N. **INSPECTIONS: (Check one)**
175
176 **Buyer has been made aware that independent inspections disclosing the condition of the property may be**
177 **conducted and has been afforded the opportunity to require such inspections as a condition of this Agreement.**

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- 178 1. **BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**
 179 Buyer WAIVES inspections and relies upon the condition of the Property based upon Buyer's own
 180 examination and releases the Seller, the Listing and Selling Brokers and all licensees associated with
 181 Brokers from any and all liability relating to any defect or deficiency affecting the Property, which
 182 release shall survive the closing. Required FHA/VA or lender inspections are not included in this
 183 waiver.
 184
- 185 2. **BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS** (including Lead-Based Paint)
 186 Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA, or
 187 Buyer's lender(s). All inspections shall be:
 188 a. At Buyer's expense (unless agreed otherwise by the parties or required by lender);
 189 b. Conducted by licensed, independent inspectors or qualified independent contractors selected by
 190 Buyer within the following time periods.
 191 Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections. Seller must make all
 192 areas of the Property available and accessible for Buyer's inspection.
 193
- 194 3. **PROPERTY IS SOLD "AS IS"**. See Attached Addendum.
 195

196 **INSPECTION/RESPONSE PERIOD:**

- 197 **A. INITIAL INSPECTION PERIOD:** Buyer shall order all independent inspections after acceptance of the Purchase
 198 Agreement. Buyer shall have 20 days beginning the day following the date of acceptance of the Purchase
 199 Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").
 200 **B. SCOPE OF INSPECTION:** Inspections may include but are not limited to the condition of the following systems and
 201 components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space,
 202 well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint that is in
 203 good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or the following:
 204
- 205 **C. ADDITIONAL INSPECTION:** If the INITIAL inspection report reveals the presence of lead-based paint, radon, mold
 206 and other biological contaminants, or any other condition that requires further examination or testing, then Buyer
 207 shall notify Seller in writing and have 10 additional days from the deadline listed above to order,
 208 receive and respond in writing to all inspection reports.
 209 **D. INSPECTION RESPONSE(S) REQUIRED:** If the Buyer does not comply with any Inspection/Response Period or make
 210 a written objection to any problem revealed in a report within the applicable Inspection/Response Period, the Property
 211 shall be deemed to be acceptable. If one party fails to respond or request in writing an extension of time to respond to the
 212 other party's Independent Inspection Response, then that inspection response is accepted. A timely request for
 213 extension is not an acceptance of the inspection response, whether or not granted. A reasonable time period to respond
 214 is required to prevent misuse of this acceptance provision. Factors considered in determining reasonable time periods
 215 include, but are not limited to, availability of responding party to respond, type and expense of repairs requested and
 216 need of responding party to obtain additional opinions to formulate a response.
 217 **E. IF DEFECT IS IDENTIFIED:** If an Inspection Report reveals a DEFECT(S) with the Property, the Buyer must:
 218 1. Provide the inspection report, or relevant parts thereof, to the Seller; and
 219 2. Give the Seller the opportunity to remedy the defect(s).
 220 **F. SELLER RESPONSE TO INSPECTION DEFECT:** If Seller is unable or unwilling to remedy the defect(s) to Buyer's
 221 reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this
 222 Agreement or waive such defect(s) and the transaction shall proceed toward closing.
 223 **G. DEFECT DEFINED:** Under Indiana law, "Defect" means a condition that would have a significant adverse effect on
 224 the value of the Property, that would significantly impair the health or safety of future occupants of the property, or
 225 that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of
 226 the premises.
 227 **H. PREVIOUSLY DISCLOSED DEFECT:** Buyer agrees that any property defect(s) previously disclosed by Seller, or routine
 228 maintenance and minor repair items mentioned in any report, shall not be a basis for termination of this agreement.
 229 **I. INSPECTION RELEASE:** Buyer releases and holds harmless all Brokers and their companies from any and all
 230 liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result, repair,
 231 disclosed defect or deficiency affecting the Property, including but not limited to lead-based paint, radon, mold and
 232 other biological contaminants. This release shall survive the closing.
 233
- 234 **O. LIMITED HOME WARRANTY PROGRAM:**
 235 Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer
 236 which will will not be provided at a cost not to exceed \$ _____ U.S. Dollars charged to Buyer
 237 Seller and ordered by Buyer Seller. Buyer and Seller acknowledge this LIMITED HOME WARRANTY
 238 PROGRAM may not cover any pre-existing defects in the Property nor replace the need for an independent home
 239 inspection. Broker may receive a fee from the home warranty provider and/or a member benefit. The Limited Home
 240 Warranty Program is a contract between Buyer/Seller and the Home Warranty Provider. The Parties agree that Brokers
 241 and their companies shall be released and held harmless in the event of claims disputes with the Home Warranty
 242 Provider.

65736 State Road 15, Goshen, IN 46526-6005

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- 243 P. **DISCLOSURES: (Check one)**
244 1. Buyer has has not not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE
245 SALES DISCLOSURE.
246 2. Buyer has has not not applicable received and executed a LEAD-BASED PAINT CERTIFICATION
247 AND ACKNOWLEDGEMENT.
248

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

256
257 **OWNER'S TITLE INSURANCE PREMIUM** and that portion of Title Service Fees incurred to prepare the Owner's Policy
258 (including title search and examination and commitment preparation), to be paid by Buyer (included in allowance,
259 if provided) Seller Shared equally.
260

261 **LENDER'S TITLE INSURANCE PREMIUM** and that portion of Title Service Fees incurred to prepare the Lender's Policy
262 (including title search and examination and commitment preparation), if applicable, to be paid by Buyer (included in
263 allowance, if provided) Seller Shared equally Other _____
264

265
266 The parties agree that Seller Buyer will select a title insurance company to issue a title insurance policy and will
267 order the commitment immediately or other: _____
268

269
270 Pursuant to Federal and State Law, Seller cannot make Seller's selection of a title insurance provider a condition of this
271 Agreement.
272

273 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed
274 and vendor's affidavit), so that marketable title can be conveyed.
275

276 R. **TAXES: (Check appropriate paragraph number)**

- 277 1. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on
278 _____, _____, and all taxes due thereafter. At or before closing, Seller shall pay all taxes for
279 the Property payable before that date.
280 2. All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by Seller either to the
281 County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the current
282 calendar year shall be prorated on a calendar-year basis as of the day immediately prior to the Closing Date.
283 3. For recent construction or other tax situations. Seller will give a tax credit of
284 \$ _____ U.S. Dollars to Buyer at closing. This shall be a final settlement.
285

286 **For purposes of paragraph 1 and 2:** For the purpose of determining the credit amount for accrued but unpaid taxes,
287 taxes shall be assumed to be the same as the most recent year when taxes were billed based upon certified tax rates.
288 This shall be a final settlement.
289

290 **WARNING:**

291 *The succeeding year tax bill for recently constructed homes or following reassessment periods may greatly exceed
292 the last tax bill available to the closing agent.
293

294 *Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.
295

296 *Buyer may apply for current-year exemptions/credits at or after closing.
297

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

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305 lien or charge shall be paid by Buyer. Buyer will assume and pay all special assessments for municipal improvements
306 completed after the date of this Agreement.
307

308 T. **TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the
309 Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in
310 writing to a different date and/or time.
311

312 **Note: Seller and Buyer have the right to withdraw any offer/Counter Offer prior to written acceptance and**
313 **delivery of such offer/Counter Offer.**
314

315 U. **HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION ("Association"):** Documents for a **mandatory**
316 membership association shall be delivered by the Seller to Buyer within n/a days after acceptance of this
317 Agreement, but not later than 10 days prior to closing pursuant to I.C. 32-21-5-8.5. Brokers are not responsible for
318 obtaining, verifying or interpreting this information. The parties agree that Brokers and their companies shall be
319 released and held harmless from any and all liability arising out of or related to these documents.
320

321 If the Buyer does not make a written response to the documents within _____ days after receipt, the documents
322 shall be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such
323 provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall be
324 refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in writing,
325 within _____ days after Buyer's approval of the documents. Fees charged by the "Association", or its management
326 company, for purposes of verification of good standing and/or transfer of ownership shall be shared equally by Buyer
327 and Seller. Start-up or one time reserve fees, if any, shall be paid by Buyer.
328

329 **Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable. Buyer shall**
330 **therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that could affect the**
331 **Property.**
332

333 V. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable
334 proceeding against any other party brought under or with relation to the Agreement or transaction shall be additionally
335 entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.
336

337 W. **ADDITIONAL PROVISIONS:**
338

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

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- 364 9. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the
365 invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
366
- 367 10. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or
368 written or oral agreements between the parties' respecting the transaction and cannot be changed except by their
369 written consent.
370
- 371 11. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the
372 Property.
373
- 374 12. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders,
375 loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty
376 companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select
377 providers other than those referred or recommended to them by Broker(s). The Parties agree that Brokers and their
378 companies shall be released and held harmless in the event of claims disputes with any service provider.
379
- 380 13. By signing below, the parties to this transaction acknowledge: 1) receipt of a copy of this Agreement; and 2)
381 information regarding this transaction may be published in a listing service, Internet or other advertising media.
382
- 383 14. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed
384 until this transaction is closed.
385
- 386 15. Buyer and seller consent to receive communications from Broker(s) via telephone, U.S. mail, email, text message
387 and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the
388 contrary.
389
- 390 16. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # _____ .
391
- 392 17. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.
393

394 X. **FURTHER CONDITIONS (List and attach any addenda):** _____
 395 _____
 396 _____
 397 _____
 398 _____
 399 _____
 400 _____
 401 _____
 402 _____
 403 _____
 404 _____

405 Y. **CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that, prior to signing this
 406 document, they may seek the advice of an attorney for the legal or tax consequences of this document and the transaction
 407 to which it relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil
 408 engineer, environmental engineer, or other person, with experience in evaluating the condition of the Property.
 409

410 Z. **ACKNOWLEDGEMENTS:** This is is not a limited agency transaction. Buyer and Seller acknowledge that
 411 each has received agency office policy disclosures, has had agency explained, and now confirms all agency relationships.
 412 Buyer and Seller further acknowledge that they understand and accept agency relationships involved in this transaction.
 413


414 **EXPIRATION OF OFFER:** Unless accepted in writing by Seller and delivered to Buyer by _____ **5:00**
 415 AM PM Noon, on **July 27, 2020**, 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.
 424
 425

65736 State Road 15, Goshen, IN 46526-6005

(Property Address)

426 By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge
427 receipt of a signed copy.

428 Isaiah Brown  07/22/2020
429
430 BUYERS SIGNATURE _____ DATE _____ BUYER'S SIGNATURE _____ DATE _____
431

432 Isaiah Brown
433 PRINTED _____ PRINTED _____
434

435 AA. SELLER'S RESPONSE: (Check appropriate paragraph number):
436

437 On _____, at _____ AM PM Noon
438

- 439 1. The above offer is Accepted.
440
441 2. The above offer is Rejected.
442
443 3. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and the Counter
444 Offer.
445
446

447 By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge
448 receipt of a signed copy.
449

450 _____
451 SELLER'S SIGNATURE _____ DATE _____ SELLER'S SIGNATURE _____ DATE _____
452

453 _____
454 PRINTED _____ PRINTED _____



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Form #02. Copyright IAR 2020



65736 State Road 15, Goshen, IN 46526-6005

(Property Address)

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To: The City of Goshen
From: Shelley and Rafael Pillado
Re: 65736 State Road 15
Date: August 7, 2020

Our vision for this gorgeous colonial style home is to refurbish it back to its original splendor maintaining as much of the original architecture as possible, while upgrading to luxury modern home amenities. Initially we will focus on the outside of the structure to seal and secure the building. On the inside, our proposed plan is to make it a seven bedroom, three bathroom home with main level kitchen, living and dining room.

Our plan is to return this residence to a single family home that is zoned for a group home. Our family will consist of four to five elderly residents. Most people desire to age at home, however, this is not always physically or financially possible. We are striving to fill a niche between the market for those in ALF who can afford exorbitant out of pocket expenses and those who are failing out of ALF, but do not belong in long term care facilities and/or cannot afford the expense of 24/7 in home care.

I have been serving the long term care community in the Michianna area for 15 years and see the need and potential for a group home serving the elderly population in Goshen. We will provide an all inclusive service which contrasts with add ons for the ala cart services associated with assisted living facilities.

This location is perfect in its relationship to hospitals/medial facilities, shopping and community services.

To quote the City of Goshen:

"Everything comes together in Goshen...or more precisely, everybody. There's a special spirit that has always been here and it's wonderfully contagious. You'll see it all over town, from neighbors who help the new family on the block get moved in, to volunteers who help at a school. People here are committed to working for the common good, which has helped make Goshen an uncommonly great place to live, work and visit. We're a richly diverse community of folks, making this a place where you're as likely to live near young professionals as retirees, and as apt to meet friends at First Fridays as at a concert...at the college or just strolling downtown."

Let us make the city a more affordable and inclusive place for the population aging into the need for twenty four hour seven days a week care.

Sincerely,
Shelley and Rafael Pillado

Current plan for the Goshen Suites Renovation

Outside-

In order to restore the outside to one that will exude quality and have the curb appeal that we are looking for, a number of improvements must be made. First off, we plan to completely replace the old roof with a new dark metal roof that will last much longer and be complemented by new black shutters and a fresh coat of white paint on the outside brick. This along with new french doors in the front and colonial porch lights will bring a crisp and clean look to the building exterior. (Also possible consideration for solar panels in the future however not an immediate concern)

To make best use of the yard we plan to remove the current trees and instead plant lollipop crabapple trees around the perimeter of the yard as well as add select bushes, flowers and shrubs to bring the landscaping together.

Inside-

For the inside, we want to go for a more refreshing and modern look. This begins with a few different revisions. To start, we first plan on updating the current electrical and plumbing with new pipes and wiring that are safe and up to code.

From there we plan to put down grey wood laminate flooring throughout the building with a white trim to go along. This paired with white kitchen/bathroom cabinets, as well as granite and quartz countertops, will pull together the fresh modern look. Stainless steel appliances will be provided as well as optional washer/dryer hookups.

Our goal is to eliminate the wear and tear this building has seen over time and transform it into a safe, durable, clean and quality living space. I (Dontae Brown), would like to personally move in after the purchase to ensure that this happens and, if possible, would want to be there for the entirety of these renovations. I want to be sure that before we have anyone move in that it is up to both my personal standards and city code.

Thank you,

Dontae & Isaiah Brown

Listing Broker (Co.) Century 21 Affiliated (EI26) By Patty Miller (EL3027)
Office code individual code

Selling Broker (Co.) Century 21 Affiliated (EL 26) By Patty Miller (EL3027)
Office code individual code



PURCHASE AGREEMENT (IMPROVED PROPERTY)

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

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Date: August 7, 2020

A. **BUYER:** Rafael Pillado, Shelley Pillado ("Buyer")
 agrees to buy the following property from the owner ("Seller") for the consideration and subject to the following terms, provisions, and conditions:

B. **PROPERTY:** The property ("Property") is known as 65736 State Road 15
 in _____ Township, Elkhart County, Goshen
 Indiana, 46526-6005 (zip code) legally described as: Sunny Acres 106 x 245 Ft SW Cor Lot 7

together with any existing permanent improvements and fixtures attached (**unless leased or excluded**), including, but not limited to, electrical and/or gas fixtures, heating and central air-conditioning equipment and all attachments thereto, built-in kitchen equipment, sump pumps, water softener, water purifier, fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles and fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas, wall mounts, satellite dishes, storage barns, all landscaping, mailbox, garage door opener(s) with control(s) AND THE FOLLOWING: (**If applicable, any smart home devices should be addressed in this paragraph.**) All appliances in each unit.

EXCLUDES THE FOLLOWING: _____

HOME HEATING FUEL: Any remaining fuel stored in tank(s) to be included in the sale will be purchased by Buyer at current market price measured within five (5) days prior to closing not applicable.
 The terms of this Agreement will determine what items are included/excluded, **not** the Seller's Disclosure Form, multiple listing service or other promotional materials. All items sold shall be fully paid for by Seller at time of closing the transaction. Buyer should verify total square footage, land, room dimensions or community amenities if material.

C. **PRICE:** Buyer will pay the total purchase price of (\$ 95,000.00) Ninety-Five Thousand
 _____ U.S. Dollars for the Property. If Buyer obtains an appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed upon purchase price. If appraised value is less than the agreed upon purchase price, either party may terminate this Agreement or parties may mutually agree to amend the price.

D. **EARNEST MONEY:**

1. **SUBMISSION:** Buyer submits \$ 1,000.00 _____ U.S. Dollars as earnest money which shall be applied to the purchase price at closing. **If not submitted with Purchase Agreement, Earnest money shall be delivered to Escrow Agent within** 2 _____ hours days after acceptance of offer to purchase. Unless indicated otherwise in this Agreement, the listing broker shall act as Escrow Agent and shall, after acceptance of the Agreement and **within two (2) banking days of receipt of the earnest money**, deposit the earnest money into its escrow account and hold it until time of closing the transaction or termination of this Agreement. Earnest money shall be returned promptly to Buyer in the event this offer is not accepted. If Buyer fails for any reason to timely submit Earnest Money in the contracted amount, Seller may terminate this Agreement upon notice to Buyer prior to Escrow Agent's receipt of the Earnest Money.

2. **DISBURSEMENT:** Upon notification that Buyer or Seller intends not to perform, and if Escrow Agent is the Broker, then Broker holding the Earnest Money may release the Earnest Money as provided in this Agreement. If no provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail of the intended payee of the Earnest Money as permitted in 876 IAC 8-2-2. If neither Buyer nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified letter, Broker may release the Earnest Money to the party identified in the certified letter. If the Escrow Agent is the Broker, Broker shall be absolved from any responsibility to make payment to Seller or Buyer unless the parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876 IAC 8-2-2 (release of earnest money). Buyer and Seller agree to hold the Broker harmless from any liability, including attorney's fees and costs, for good faith disbursement of Earnest Money in accordance with this Agreement and licensing regulations

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(Property Address)

54 3. **LEGAL REMEDIES/DEFAULT:** If this offer is accepted and Buyer fails or refuses to close the transaction,
55 without legal cause, the earnest money shall be retained by Seller for damages Seller has or will incur. Seller
56 retains all rights to seek other legal and equitable remedies, which may include specific performance and additional
57 monetary 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
63 to provide proof of funds submitted with offer within _____ days of acceptance.
64 Buyer will 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 _____ % of purchase price, payable in not less than _____ years, with an
68 original rate of interest not to exceed _____ % per annum and not to exceed _____ points. Buyer
69 shall pay all costs of obtaining financing, except _____
70 _____

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

- 74
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 _____ - _____ 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 directs lender to order appraisal immediately.**
85 2. **APPROVAL:** No more than _____ - _____ 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 September 11, 2020, 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.

- 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** _____ **AM** **PM** **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 \$ 50.00 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**
125 **not included in the sale.**
126 3. **CASUALTY LOSS:** Risk of loss by damage or destruction to the Property prior to the closing shall be
127 borne by Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to
128 closing, Buyer, at Buyer's option, may either **(a) terminate this Agreement with prompt return of earnest money**
129 **to 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
132 day of **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. If Buyer waives the right to conduct a survey, the Seller, the Listing and Selling Brokers, and all licensees
140 associated with Brokers are released from any and all liability relating to any issues that could have been discovered by
141 a survey. This release shall survive the closing.
142

143 J. **FLOOD AREA:** If the property is located in a flood plain, Buyer may be required to carry flood insurance at Buyer's
144 expense. Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums
145 or require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance agents
146 regarding the need for flood insurance and possible premium increases. Buyer **may** **may not** terminate this
147 Agreement if the Property requires flood insurance.
148

149 K. **BUILDING USE LIMITATIONS:** Buyer **may** **may not** terminate this Agreement if the Property is subject to building
150 or use limitations by reason of the location, which materially interfere with Buyer's intended use of the Property. Buyer
151 shall have _____ after acceptance of this Agreement to satisfy this contingency.
152

153 L. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to
154 obtain a favorable written commitment for homeowner's insurance within 30 days after acceptance of this
155 Agreement. Buyer should consult with one or more insurance agents regarding optional, or additional, coverage.
156

157 M. **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:** Buyer and Seller acknowledge that Listing Broker,
158 Selling Broker and all licensees associated with Brokers are NOT experts and have NO special training, knowledge or
159 experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and other biological
160 contaminants ("Environmental Contaminants") which might exist and affect the Property. Environmental Contaminants
161 at harmful levels may cause property damage and serious illness, including but not limited to, allergic and/or respiratory
162 problems, particularly in persons with immune system problems, young children and/or the elderly.
163

164 Buyer is STRONGLY ADVISED to obtain inspections (see below) to fully determine the condition of the Property and its
165 environmental status. The ONLY way to determine if Environmental Contaminants are present at the Property at
166 harmful levels is through inspections.
167

168 **Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental**
169 **Contaminants and release and hold harmless all Brokers, their companies and licensees from any and all**
170 **liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result,**
171 **repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants. This**
172 **release shall survive the closing.**
173

174 N. **INSPECTIONS: (Check one)**
175

176 **Buyer has been made aware that independent inspections disclosing the condition of the property may be**
177 **conducted and has been afforded the opportunity to require such inspections as a condition of this Agreement.**

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- 178 1. **BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**
 179 Buyer WAIVES inspections and relies upon the condition of the Property based upon Buyer's own
 180 examination and releases the Seller, the Listing and Selling Brokers and all licensees associated with
 181 Brokers from any and all liability relating to any defect or deficiency affecting the Property, which
 182 release shall survive the closing. Required FHA/VA or lender inspections are not included in this
 183 waiver.
 184
- 185 2. **BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS** (including Lead-Based Paint)
 186 Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA, or
 187 Buyer's lender(s). All inspections shall be:
 188 a. At Buyer's expense (unless agreed otherwise by the parties or required by lender);
 189 b. Conducted by licensed, independent inspectors or qualified independent contractors selected by
 190 Buyer within the following time periods.
 191 Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections. Seller must make all
 192 areas of the Property available and accessible for Buyer's inspection.
 193
- 194 3. **PROPERTY IS SOLD "AS IS"**. See Attached Addendum.
 195

196 **INSPECTION/RESPONSE PERIOD:**

- 197 **A. INITIAL INSPECTION PERIOD:** Buyer shall order all independent inspections after acceptance of the Purchase
 198 Agreement. Buyer shall have 20 days beginning the day following the date of acceptance of the Purchase
 199 Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").
 200 **B. SCOPE OF INSPECTION:** Inspections may include but are not limited to the condition of the following systems and
 201 components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space,
 202 well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint that is in
 203 good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or the following:
 204
- 205 **C. ADDITIONAL INSPECTION:** If the **INITIAL** inspection report reveals the presence of lead-based paint, radon, mold
 206 and other biological contaminants, or any other condition that requires further examination or testing, then Buyer
 207 shall notify Seller in writing and have 10 additional days from the deadline listed above to order,
 208 receive and respond in writing to all inspection reports.
 209 **D. INSPECTION RESPONSE(S) REQUIRED:** If the Buyer does not comply with any Inspection/Response Period or make
 210 a written objection to any problem revealed in a report within the applicable Inspection/Response Period, the Property
 211 shall be deemed to be acceptable. If one party fails to respond or request in writing an extension of time to respond to the
 212 other party's Independent Inspection Response, then that inspection response is accepted. A timely request for
 213 extension is not an acceptance of the inspection response, whether or not granted. A reasonable time period to respond
 214 is required to prevent misuse of this acceptance provision. Factors considered in determining reasonable time periods
 215 include, but are not limited to, availability of responding party to respond, type and expense of repairs requested and
 216 need of responding party to obtain additional opinions to formulate a response.
 217 **E. IF DEFECT IS IDENTIFIED:** If an Inspection Report reveals a DEFECT(S) with the Property, the Buyer must:
 218 1. Provide the inspection report, or relevant parts thereof, to the Seller; and
 219 2. Give the Seller the opportunity to remedy the defect(s).
 220 **F. SELLER RESPONSE TO INSPECTION DEFECT:** If Seller is unable or unwilling to remedy the defect(s) to Buyer's
 221 reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this
 222 Agreement or waive such defect(s) and the transaction shall proceed toward closing.
 223 **G. DEFECT DEFINED:** Under Indiana law, "Defect" means a condition that would have a significant adverse effect on
 224 the value of the Property, that would significantly impair the health or safety of future occupants of the property, or
 225 that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of
 226 the premises.
 227 **H. PREVIOUSLY DISCLOSED DEFECT:** Buyer agrees that any property defect(s) previously disclosed by Seller, or routine
 228 maintenance and minor repair items mentioned in any report, shall not be a basis for termination of this agreement.
 229 **I. INSPECTION RELEASE:** Buyer releases and holds harmless all Brokers and their companies from any and all
 230 liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result, repair,
 231 disclosed defect or deficiency affecting the Property, including but not limited to lead-based paint, radon, mold and
 232 other biological contaminants. This release shall survive the closing.
 233

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

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- 243 P. **DISCLOSURES: (Check one)**
244 1. Buyer has has not not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE
245 SALES DISCLOSURE.
246 2. Buyer has has not not applicable received and executed a LEAD-BASED PAINT CERTIFICATION
247 AND ACKNOWLEDGEMENT.
248

249 Q. **TITLE APPROVAL:** Prior to closing, Buyer shall be furnished with a title insurance commitment for the
250 most current and comprehensive ALTA Owner's Title Insurance Policy available in the amount of the purchase price or
251 an abstract of title continued to date, showing marketable title to Property in Seller's name. Seller must convey title free
252 and clear of any encumbrances and title defects, with the exception of any mortgage assumed by Buyer and any restrictions
253 or easements of record not materially interfering with Buyer's intended use of the Property. A title company, at Buyer's
254 request, can provide information about availability of various additional title insurance coverages and endorsements and the associated
255 costs.
256

257 **OWNER'S TITLE INSURANCE PREMIUM** and that portion of Title Service Fees incurred to prepare the Owner's Policy
258 (including title search and examination and commitment preparation), to be paid by Buyer (included in allowance,
259 if provided) Seller Shared equally.
260

261 **LENDER'S TITLE INSURANCE PREMIUM** and that portion of Title Service Fees incurred to prepare the Lender's Policy
262 (including title search and examination and commitment preparation), if applicable, to be paid by Buyer (included in
263 allowance, if provided) Seller Shared equally Other _____
264 _____
265

266 The parties agree that Seller Buyer will select a title insurance company to issue a title insurance policy and will
267 order the commitment immediately or other: _____
268 _____
269

270 Pursuant to Federal and State Law, Seller cannot make Seller's selection of a title insurance provider a condition of this
271 Agreement.
272

273 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed
274 and vendor's affidavit), so that marketable title can be conveyed.
275

276 R. **TAXES: (Check appropriate paragraph number)**

- 277 1. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on
278 _____, _____, and all taxes due thereafter. At or before closing, Seller shall pay all taxes for
279 the Property payable before that date.
280 2. All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by Seller either to the
281 County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the current
282 calendar year shall be prorated on a calendar-year basis as of the day immediately prior to the Closing Date.
283 3. For recent construction or other tax situations. Seller will give a tax credit of
284 \$ _____ U.S. Dollars to Buyer at closing. This shall be a final settlement.
285

286 **For purposes of paragraph 1 and 2:** For the purpose of determining the credit amount for accrued but unpaid taxes,
287 taxes shall be assumed to be the same as the most recent year when taxes were billed based upon certified tax rates.
288 This shall be a final settlement.
289

290 **WARNING:**

291 *The succeeding year tax bill for recently constructed homes or following reassessment periods may greatly exceed
292 the last tax bill available to the closing agent.
293

294 *Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.
295

296 *Buyer may apply for current-year exemptions/credits at or after closing.
297

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

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305 lien or charge shall be paid by Buyer. Buyer will assume and pay all special assessments for municipal improvements
306 completed after the date of this Agreement.
307

308 T. **TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the
309 Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in
310 writing to a different date and/or time.
311

312 **Note: Seller and Buyer have the right to withdraw any offer/Counter Offer prior to written acceptance and**
313 **delivery of such offer/Counter Offer.**
314

315 U. **HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION ("Association"):** Documents for a mandatory
316 membership association shall be delivered by the Seller to Buyer within ____--____ days after acceptance of this
317 Agreement, but not later than 10 days prior to closing pursuant to I.C. 32-21-5-8.5. Brokers are not responsible for
318 obtaining, verifying or interpreting this information. The parties agree that Brokers and their companies shall be
319 released and held harmless from any and all liability arising out of or related to these documents.
320

321 If the Buyer does not make a written response to the documents within ____---____ days after receipt, the documents
322 shall be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such
323 provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall be
324 refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in writing,
325 within ____----____ days after Buyer's approval of the documents. Fees charged by the "Association", or its management
326 company, for purposes of verification of good standing and/or transfer of ownership shall be shared equally by Buyer
327 and Seller. Start-up or one time reserve fees, if any, shall be paid by Buyer.
328

329 **Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable. Buyer shall**
330 **therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that could affect the**
331 **Property.**
332

333 V. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable
334 proceeding against any other party brought under or with relation to the Agreement or transaction shall be additionally
335 entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.
336

337 W. **ADDITIONAL PROVISIONS:**
338

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

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- 364 9. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the
 365 invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
 366
- 367 10. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or
 368 written or oral agreements between the parties' respecting the transaction and cannot be changed except by their
 369 written consent.
 370
- 371 11. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the
 372 Property.
 373
- 374 12. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders,
 375 loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty
 376 companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select
 377 providers other than those referred or recommended to them by Broker(s). The Parties agree that Brokers and their
 378 companies shall be released and held harmless in the event of claims disputes with any service provider.
 379
- 380 13. By signing below, the parties to this transaction acknowledge: 1) receipt of a copy of this Agreement; and 2)
 381 information regarding this transaction may be published in a listing service, Internet or other advertising media.
 382
- 383 14. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed
 384 until this transaction is closed.
 385
- 386 15. Buyer and seller consent to receive communications from Broker(s) via telephone, U.S. mail, email, text message
 387 and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the
 388 contrary.
 389
- 390 16. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # _____ .
 391
- 392 17. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.
 393

394 X. **FURTHER CONDITIONS (List and attach any addenda):** _____
 395 _____
 396 _____
 397 _____
 398 _____
 399 _____
 400 _____
 401 _____
 402 _____
 403 _____
 404 _____

405 Y. **CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that, prior to signing this
 406 document, they may seek the advice of an attorney for the legal or tax consequences of this document and the transaction
 407 to which it relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil
 408 engineer, environmental engineer, or other person, with experience in evaluating the condition of the Property.
 409

410 Z. **ACKNOWLEDGEMENTS:** This is is not a limited agency transaction. Buyer and Seller acknowledge that
 411 each has received agency office policy disclosures, has had agency explained, and now confirms all agency relationships.
 412 Buyer and Seller further acknowledge that they understand and accept agency relationships involved in this transaction.
 413

414 **EXPIRATION OF OFFER:** Unless accepted in writing by Seller and delivered to Buyer by _____ **5:00**
 415 AM PM Noon, on **August 12, 2020**, 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.
 424
 425

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426 By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge
427 receipt of a signed copy.

428 Rafael Pillado 08-07-2020
429
430 BUYERS SIGNATURE DATE

Shelley Pillado 08-07-2020
BUYER'S SIGNATURE DATE

431
432 Rafael Pillado
433 PRINTED

Shelley Pillado
PRINTED

435 AA. SELLER'S RESPONSE: (Check appropriate paragraph number):

436
437 On _____, at _____ AM PM Noon

438
439 1. The above offer is Accepted.

440
441 2. The above offer is Rejected.

442
443 3. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and the Counter
444 Offer.

445
446
447 By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge
448 receipt of a signed copy.

449
450
451 SELLER'S SIGNATURE DATE

SELLER'S SIGNATURE DATE

452
453 City Of Goshen

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454 PRINTED



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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: Goshen Redevelopment Commission

From: Dustin K. Sailor, Director of Public Works

RE: **DOWNTOWN VAULT STATUS UPDATE & EVALUATIONS NEEDED
(JN: 2012-0043)**

Date: August 4, 2020

In 2012, the owner of Dew Drop Inn fell through his Main Street sidewalk into a vault attached to his business. With this event, downtown vaults were highlighted as potential risks to the public. Goshen Engineering, Goshen Building, and Goshen Fire worked through 2012 and into 2013, mapping and visually inspecting vaults found in each building. Several vaults identified as hazards were braced with timbers to address an immediate concern for another sidewalk collapse. Some locations could not be visually inspected for a vault, and with the Redevelopment's funding assistance, a company was hired to scan beneath the sidewalks with ground-penetrating radar. This investigation proved valuable with the discovery of additional vaults.

As an incentive to close downtown vaults, the Goshen Redevelopment Commission offered a cost-share program. Under the program, the property owner was responsible for building a foundation wall at the face of their building, the Redevelopment Commission paid for the backfill material, and the cost of the sidewalk was split with the property owner. The vault closure incentive program ran through 2018. This program was successful, with the closure of 30 identified vaults. Today, there are 27 vaults remaining, and they have been rated by staff into three categories:

Good with no apparent repairs needed	12 sites
Ok, with future repairs likely needed	6 sites
Bad, sites need to have corrective measures	9 sites
<i>Note: 3 sites are located outside the public right-of-way</i>	

In 2019, the Indiana Department of Transportation released Main Street back to the City of Goshen. It was also in 2019 when the City designed the Main Street improvements. During the design, the condition of the remaining vaults altered the final design, because surface improvements could not be undertaken with underlying vaults.

For the vaults identified as concerns, property owners were required to provide an inspection report from a structural engineer of their choosing. Reports were received in 2013, with some follow-up reports received in 2015. The reports offered varying opinions of condition, and no known follow-up to the report recommendations took place. Now, five years later, and with the Main Street right-of-way under the City's jurisdiction, City staff believes that another vault condition assessment is warranted.

RDC - Downtown Vault Status Update & Evaluations Needed
August 5, 2020
Page 2

Staff's current assessment proposal would have the City retaining a structural engineer to evaluate at least the 15 sites within the public right-of-way that were identified as either needing immediate repairs or future repairs.

Goshen Engineering would like to determine if the Goshen Redevelopment Commission would entertain funding the new round of structural evaluations. If the response is positive, a request for proposals will be issued for future discussion and approval by the Commission.

A	B	C	D	E	G	H	I
1							
2							
3							
4	OBJECTID *	Address	Business Name	Owner Name	Vault	Public RW	Condition Status
5	1	75 205 S Main St see 207 S Main St	True Value	John Hall	Yes	Yes	Unsure of Condition Needs Backfilled (vault is closed off)
6	2	83 119 E Lincoln Ave	Venturi - Additional Space	Eric Kanagy	Yes	Yes	Unsure of Condition Needs Backfilled (vault is closed off)
7	3	10 123 S Main St	T & G Music	Tim Hochsetter	Yes	Yes	Bad immediate repairs needed
8	4	17 201 S Main St	Riverlie	Dave Pottinger	Yes	Yes	Bad immediate repairs needed
9	5	20 204 S Main St	Nut Shoppe	Patricia Hochstetler	Yes	Yes	Bad immediate repairs needed
10	6	25 211 S Main St	Wine Cellar Supply Inc.	Dave Pottinger	Yes	Yes	Bad immediate repairs needed
11	7	26 213 S Main St	Ace of Spades Studio	Dave Pottinger	Yes	Yes	Bad immediate repairs needed
12	8	28 219 S Main St	Constant Spring	Aaron Nafziger	Yes	Yes	Bad immediate repairs needed
13	9	87 109 & 111 E Washington St	Ewe-Nique Knits	Dave Pottinger	Yes	Yes	Bad immediate repairs needed
14	10	107 211 S Fifth St	Jaxson Cleaners (old)	William Fiedelke	Yes	No	Bad immediate repairs needed
15	11	109 N Main St	Parking Lot	Jerry Metzger	Yes	No	Bad immediate repairs needed
16	13	39 110 S Main St	Leatherman & Miller Law Office	Thomas Leatherman	Yes	Yes	Future repairs needed
17	14	68 118 E Washington St	The Brew	Dave Pottinger	Yes	Yes	Future repairs needed
18	15	79 102 N Main St	Merino Law Firm	Felipe Merino	Yes	Yes	Future repairs needed
19	16	82 110 N Main St	Table @ 108	Roger Nafziger	Yes	Yes	Future repairs needed
20	17	106 121 W Washington St	J K Rentals	J K Rentals	Yes	Yes	Future repairs needed
21	18	110 101 S Main St (alley)	1st Source Bank	John Holmes	Yes	Yes	Future repairs needed
22	19	2 107 S Main St & 109 S Main St	Antique Shop	Cripe Family Foundation	Yes	Yes	Good no repairs needed
23	20	27 215 S Main St	Fables	Dave Pottinger	Yes	Yes	Good no repairs needed
24	21	4 113 S Main St	San Marcos	Avaceli Pedroza	Yes	Yes	Good no repairs needed
25	22	6 117 S Main St	Paragon Printing Center Inc.	Nyal J. Weaver	Yes	Yes	Good no repairs needed
26	23	19 203 S Main St	The Famous	Jonathon B Wleand CPA	Yes	Yes	Good no repairs needed
27	24	45 134 S Main St	Dave Pottinger (front) / The Paper (back)	Dave Pottinger / Ron Baumgartner	Yes	Yes	Good no repairs needed
28	26	61 216 S Main St	Goshen Theater	Theater Board	Yes	Yes	Good no repairs needed
29	27	63 124 S Main St	Goshen Historical Museum	Teh Adams	Yes	Yes	Good no repairs needed
30	28	100 123 E Lincoln	Venturi	Eric Kanagy	Yes	Yes	Good no repairs needed
31	29	101 202 S 5th St	City Hall	City of Goshen	Yes	No	Good no repairs needed
32	30	3 111 S Main St	Antique Shop	Jerry & Sharon Nofziger	Yes	Yes	Repaired vault was backfilled
33	31	30 221 S Main St	Window Clothing Dept	Ed S.	Yes	Yes	Repaired Vault was backfilled / Partial Vault Remains
34	12	18 202 S Main St	L&M Hair Design & Tanning	<Null>	Backfilled	Yes	Repaired vault was backfilled
35	74	209 S Main St See 207 S Main St	True Value	John Hall	Backfilled	Yes	Repaired vault was backfilled
36	5	115 S Main St	Michael S Insurance	Bill Davis	Backfilled	Yes	Repaired vault was backfilled
37	1	101 S Main St	1st Source Bank (corner of Main & Lincoln)	<Null>	Yes	No	Repaired vault was backfilled
38	16	136 S Main St	<Null>	<Null>	Backfilled	Yes	Repaired vault was backfilled
39	41	120 S Main St	Sorg	John Sorg	Backfilled	Yes	Repaired vault was backfilled
40	42	122 S Main St	Gutienez Mexican Bakery	German Isabel	Backfilled	Yes	Repaired vault was backfilled
41	44	132 S Main St	Shutter Hugs Photo shop	Lyamar Hug	Backfilled	Yes	Repaired vault was backfilled
42	51	110 E Lincoln Ave	Classic Touch	Marv Schrock	Backfilled	Yes	Repaired vault was backfilled
43	57	115 E Lincoln Ave	Republican Headquarters	Cripe Family Foundation	Backfilled	Yes	Repaired vault was backfilled
44	58	113 E Lincoln Ave	GoDance Studio	Cripe Family Foundation	Backfilled	Yes	Repaired vault was backfilled
45	64	108 E Washington St	Venezia	Bob Burt	Backfilled	Yes	Repaired vault was backfilled
46	65	110 E Washington St	CPA David Culp & Co. LLP	Bob Burt	Backfilled	Yes	Repaired vault was backfilled
47	71	227 S Main St	Dew Drop Inn	Kenny Carner	Backfilled	Yes	Repaired vault was backfilled
48	79	218 N Main St	Ital Oro Joyeria	Cuahtemoc Perez	Backfilled	Yes	Repaired vault was backfilled
49	80	106 N Main St	Shirley's Popcorn	Jonathan Learman	Backfilled	Yes	Repaired vault was backfilled
50	111	102 W Lincoln Ave	1st Source Bank	John Holmes	Backfilled	Yes	Repaired vault was backfilled
51	8	119 S Main St	Shmucker Real Estate	Jeremy Stutsman	Backfilled	Yes	Repaired vault was backfilled
52	11	125 S Main St	Balloon Express	Karen Pletcher	Backfilled	Yes	Repaired vault was backfilled
53	12	127 S Main St	Il Forno	Dave Pottinger	Backfilled	Yes	Repaired vault was backfilled

Downtown Vault Status -
August 2020

	A	B	C	D	E	G	H	I
53		13 129 S Main St	Woldruff's		Scott Woldruff	Backfilled	Yes	Repaired vault was backfilled
54		21 206 S Main St	Ten Thousand Village's		Shad Horeinis & Mitchell	Backfilled	Yes	Repaired vault was backfilled
55		23 208 S Main St	Found		Grabel Miller	Backfilled	Yes	Repaired vault was backfilled
56		32 225 S Main St	Universal Tamal		Isidro Sanchez (Roger N. Owner)	Backfilled	Yes	Repaired vault was backfilled
57		56 103 N 5th St	Tony's		<Null>	Backfilled	Yes	Repaired vault was backfilled
58		78 135 S Main St	LOL Underground		<Null>	Backfilled	Yes	Repaired vault was backfilled
59		81 108 N Main St	The White Horse Lounge		Vicki Naylor & Shana Westbrook	Backfilled	Yes	Repaired vault was backfilled
60		112 202 N Main St	Spohn Building		Brad Rodman	Backfilled	Yes	Repaired vault was backfilled
61		14 130 S Main St	Salon J Jules boutique		<Null>	No		Historical Vault Filled
62		15 133 S Main St	K & J Rental		Dave Pottinger	No		Historical Vault Filled
63		31 223 S Main St	The Window		Ed Swartley	No		Historical Vault Filled
64		37 106 S Main St	<Null>		Thomas Leatherman	No		Historical Vault Filled
65		43 126 S Main St	Snyder's		Snyder's	No		Historical Vault Filled
66		47 102 S Main St	Hobby Shop		<Null>	No		Historical Vault Filled
67		48 104 S Main St	Corner Stone (Kent Miller)		Thomas Leatherman	No		Historical Vault Filled
68		49 106 E Lincoln Ave	Scott's Barber Shop		<Null>	No		Historical Vault Filled
69		50 108 E Lincoln Ave	New Earth Massage		<Null>	No		Historical Vault Filled
70		98 114 N Main St	Addiction Recovery		Jan Nobel	No		Historical Vault Filled
71		7 118 S Main St	Edward Jones		Jeremy Stutsman	No		No Vault
72		9 121 S Main St	Twice As Nice Consignment		Susan Rody	No		No Vault
73		22 207 S Main St	True Value		John Hall	No		No Vault
74		24 210 S Main St	Menno Travel		Geoffrey Landis & Doug Risser	No		No Vault
75		29 220 S Main St	Blue Star Suite 150		Jon Morningstar	No		No Vault
76		33 228 & 228 1/2 S Main St	Chuck's Photography		Chuck	No		No Vault
77		34 229 S Main St	Digitalhill		Troy Rumpfelt	No		No Vault
78		35 232 S Main St	Chamber of Commerce		Nick Kieffer	No		No Vault
79		36 233 S Main St & 113 W Jefferson St	D & T		Carl David Porter	No		No Vault
80		38 108 S Main St	<Null>		Thomas Leatherman	No		No Vault
81		40 114 S Main St	Goshen News		Communitis News paper & Holehui Insurance	No		No Vault
82		46 203 S 5th St	Utilities Office		Dave Pottinger	No		No Vault
83		52 114 E Lincoln Ave	ADEC		<Null>	No		No Vault
84		53 208 E Lincoln Ave	Vacant Building		<Null>	No		No Vault
85		54 210 E Lincoln Ave	The Hattle		La Casa	No		No Vault
86		55 205 E Lincoln Ave	<Null>		<Null>	No		No Vault
87		59 109 E Lincoln Ave	Mexican Clothing Store		Bob McCoige	No		No Vault
88		60 111 E Lincoln Ave	Hackney Moped's		Bob McCoige	No		No Vault
89		62 226 S Main St	<Null>		Dr Wellington	No		No Vault
90		66 112 E Washington St	None		Bob Burt	No		No Vault
91		67 114 E Washington St	Varredades Alcuia		Bob Burt	No		No Vault
92		69 120 E Washington St	<Null>		<Null>	No		No Vault
93		70 222 S Main St	Gutierrez Bakery		Dr Wellington	No		No Vault
94		72 230 S Main St	<Null>		Ropa Vaquera	No		No Vault
95		76 128 S Main St	Snyder Jewelry		Snyder	No		No Vault
96		77 122 E Clinton St	<Null>		<Null>	No		No Vault
97		84 111 W Washington St	<Null>		<Null>	No		No Vault
98		85 136 N Main St	<Null>		<Null>	No		No Vault
99		86 134 N Main St	<Null>		<Null>	No		No Vault
100		88 214 N Main St	<Null>		<Null>	No		No Vault
101		89 216 N Main St	<Null>		<Null>	No		No Vault
102		90 206 N Main St	New Image		<Null>	No		No Vault
103		91 212 N Main St	<Null>		<Null>	No		No Vault
104		92 116 E Clinton	State Farm Insurance		<Null>	No		No Vault
105		93 114 E Clinton	Davis & Roose Lawyers		<Null>	No		No Vault
106		94 132 N Main St	Courthouse Pub		Brian Knight	No		No Vault
107		95 130 N Main St	Elko Title Corp		<Null>	No		No Vault
108		96 120 N Main St	Home Again		Lohn	No		No Vault
109		97 118 N Main St	Larry Barkus		Larry Barkus	No		No Vault
110		99 112 N Main St	Michael Maust		Michael Maust	No		No Vault
111		102 109 E Clinton & 202 N Main St	Spain Building		<Null>	No		No Vault
112		103 102 N Fifth Street	Trustee Office/Apartments		<Null>	No		No Vault
113		104 119 W Washington	Barb Sartley Realtors/ Kramer Appraisals		<Null>	No		No Vault

	A	B	C	D	E	G	H	I
114		105	Lincoln & Main	Guard Shack at the Court House	<Null>	No		No Vault
115		108	115-117 E Washington	Apartment Building	<Null>	No		No Vault

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 **July 15, 2020 through August 6, 2020** and finds that entries are allowed in the total amount of **\$231,433.50**

APPROVED on August 11, 2020

Thomas W. Stump, President

Andrea Johnson, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Itemized Expenditure Report

Claims from 07/15/20 through 08/07/20

Invoice Date	Payee	Description	Claim #	Line Number	Amount
7/27/2020	The Goshen News (00115)	Yearly renewal	1747	406-560-00-439.0301	\$203.00
7/30/2020	Elan Corporate Payment Systems	Office Supplies	1748	406-560-00-429.0002	\$17.79
8/3/2020	City of Goshen Utilities	65736 State Road 15	1750	406-560-00-439.0930	\$9.17
8/3/2020	Yarkshark, LLC	August Mowing	1749	406-560-00-431.0502	\$2,167.25
8/3/2020	Goshen, City of	Major Moves Loan - Final	1752	480-560-00-438.0100	\$56,409.43
8/3/2020	Walsh & Kelly, Inc. (06738)	3rd Street Improvements	1751	480-560-00-442.0000	\$8,539.46
8/4/2020	Barkes, Kolbus, Rife & Shuler, LLP (00311)	Legal Services for August 1, 2020 to August 31, 2020	1754	406-560-00-431.0502	\$4,271.00
8/4/2020	Goshen, City of	USEPA Revolving Loan - Brownfield RLF 2019 & 2020	1755	482-560-00-442.0000	\$100,000.00
8/4/2020	NIPSCO (00014)	65736 State Road 15	1753	406-560-00-435.0101	\$72.01
8/4/2020	NIPSCO (00014)	65736 State Road 15	1753	406-560-00-435.0201	\$87.71
8/5/2020	Abonmarche (05859)	9th Street Multi Use Path	1757	480-560-00-431.0502	\$40,636.04
8/5/2020	Barkes, Kolbus, Rife & Shuler, LLP (00311)	Professional Services - Crowder Condemnation & East	1756	480-560-00-439.0930	\$483.60
8/6/2020	R Yoder Construction	Police Training Facility	1759	480-560-00-442.0000	\$11,316.72
8/6/2020	American Structurepoint, Inc. (03093)	College Avenue - US 33 to Century Drive	1758	473-560-00-431.0502	\$6,486.00
8/7/2020	Elkhart County Landfill (00587)	Debris from E Lincoln homes	1760	480-560-00-442.0000	\$734.32
Total:					\$231,433.50



August 2020 Redevelopment Staff Report

PROJECT: GOSHEN THEATER RENOVATION- PHASE I

PROJECT DESCRIPTION

Goshen Theater, Inc. has purchased the Goshen Theater building to serve as an Arts and Entertainment facility downtown. A phased renovation of the theater has been proposed and construction is in progress. The first phase of construction will include renovation of the lobby area, installation of an elevator, and construction of restrooms, HVAC upgrades, hazardous material remediation and façade restoration.

PROJECT UPDATE

The Commission has approved \$850,000 for this project, which is structured as a forgivable loan. Additional funding is coming from the Regional Development Authority, Community Foundation and private donors. The theater board has secured approximately \$5.0 million to date, which includes \$1 million for an operating endowment. In December of 2019 the theater received an additional gift of \$500,000 from an anonymous donor, which was matched by an additional \$500,000 from the Community Foundation. These additional gifts are targeted for auditorium renovations, including new seating, originally planned for the second phase of construction.

Construction is scheduled to be completed in summer of 2020.

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:

- Spring 2020 – Installation of signs and delineators at the railroad crossings.
- Summer 2020– Traffic counts to be done at each of the railroad crossings.
- Fall 2020 – Madison Street will have flasher and gates installed which is anticipated to cost approximately \$400,000. INDOT has agreed to pay 90% of the project. INDOT is improving the crossing as a part of the Crossing Safety Improvement funds. The project is expected to be completed in 2020.
- Fall 2020 – Submit the Public Authority Application (PAA) to Federal Railroad Administration (FRA) for review, which typically takes 2 months.
- Fall/Winter 2020 – 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 2019 to review the plans implementation status and finalize the proposed changes. An addendum to the Notice of Intent with the proposed changes have been submitted to FRA, INDOT, and Norfolk and Southern for comment.

A review of the Madison Street railroad crossing occurred with INDOT and Norfolk Southern (NS) on February 19, 2020. NS noted the design would take 12 to 18 months to complete. The City will begin installing the center dividers in the summer of 2020.

PROJECT: STEURY AVENUE RECONSTRUCTION AND STORMWATER DETENTION AREA

PROJECT DESCRIPTION

This project has grown out of the recent improvements along the Lincoln Avenue and Steury Avenue corridor with the expansion of GDC, Lions Head, the Goshen Street Department, Goshen Police Department's Training facility and the Goshen Central Garage. This 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 Lincoln has small turning radiuses, which causes semi-traffic serving the corridor to make wide swings onto and off of Steury Avenue and Lincoln. 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 overall plan is to reconstruct both roadways, adding turning lanes and improving intersections while also addressing utility needs.

PROJECT UPDATE

Phase I of the project has been completed which was construction of the pond at the old salvage yard. The next phase of the project will include new water main and storm sewer installation for both Lincoln Avenue from the creek to just past Troyer Carpets and Steury Avenue from Lincoln to the "S" curves. Delays in securing 708 E. Lincoln Avenue and relocating the tenants have pushed the project into 2021. The water main project, which is a Water Utility project, east of Steury Avenue, is progressing and construction will start in August 2020.

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

The City is waiting on NIPSCO's subcontractor to address erosion control issues at Pine Manor Drive, and then the Notice of Termination will be applied for. The goal is to complete all items by mid-July.

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 was let in February 2019.

PROJECT UPDATE

The contractor has been actively working on the project. They are currently working to complete required work items by June 14, weather permitting. Asphalt paving is scheduled for the week of June 8, along with pavement striping, and then shoulder/tree lawn restoration.

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. An easement needs to be acquired from Benteler, and then the project can be bid. So long as the COVID-19 crisis ends in the next month, we anticipate this project can still be bid this year.

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 will likely occur in 2021. Agreements are already in place with the adjacent property owners to be able to construct a comprehensive stormwater solution for this area.

PROJECT: FORMER WESTERN RUBBER SITE

PROJECT DESCRIPTION

The Western Rubber site went through an extensive demolition and environmental remediation process and is now considered a buildable site. The vacant parcel contains approximately 170,000 square feet and is located east of the Norfolk Railroad, north of the Plymouth Avenue.

PROJECT UPDATE

A Request for Proposals (RFP) was issued in February, 2020 with the initial round of proposals due March 10. No offers were received exceeding the fair market price of \$175,000. A second round of proposals was due April 14 and no proposals were received. The Commission has now met the legal requirements to negotiate a purchase agreement with a prospective buyer, without having to issue a new RFP.

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

The Mayor has asked to place this project on hold until the financial impact of the COVID-19 virus can be determined. Construction will not start in 2020 as originally planned and, with the planned bridge improvements, will likely be pushed back to 2022.

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. Work on the Hawks Building has begun and they will be going through the Tech Review process for the apartment building this year. It is anticipated that construction will not begin until 2021.

PROJECT: MAIN STREET IMPROVEMENTS

PROJECT DESCRIPTION

Main Street from Pike south to Madison includes a number of aesthetic and functional improvements. Features included in the project are:

1. Asphalt pavement improvements
2. Striping for angle parking and bump-outs
3. Delineators at the bump-out locations
4. Curb ramp replacements and sidewalks as funding allows
5. Mid-block crossings at two locations.

The River Race Capital Plan includes \$500,000 for construction in 2019. For the US 33 and SR 15 transfer, INDOT will be providing the City with \$400,000 which will go towards this project.

PROJECT UPDATE

The road improvement with Niblock as the contractor is complete. With Redevelopment's permission in July, Niblock's contract was extended to include additional sidewalk replacement in the 100 block north of Lincoln Avenue. With additional approval

from the Redevelopment Commission, the Goshen Street Department will be ordering and working to install the decorative crosswalks.

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

The developer will be working with City staff over the next several months to modify the subdivision for this area. A pre-development meeting was held in mid-December and a Major Change to the PUD has been approved by the Plan Commission. They have begun marketing the townhomes and hope to begin construction on the first unit this year once the subdivision process is complete.

PROJECT: RIVER RACE DRIVE IMPROVEMENTS

PROJECT DESCRIPTION

The 2019 phase of the River Race drive project includes the construction of a public parking lot at Third and Jefferson. The new lot will be constructed using brick pavers to manage stormwater on-site. There will be approximately 50 spaces that will provide parking for the new Hawks North and River Art projects. It will also provide public parking for other developments in the immediate area.

PROJECT UPDATE

The contractor is on schedule to complete with this project in August. Concrete curb work is completed and the contractor is working on the installation of asphalt. The work will finish up with restoration and seed.

PROJECT: COLLEGE AVE FROM US 33 TO RAILROAD XING

PROJECT DESCRIPTION

This federally funded project consists of adding a center turn lane and a 10 foot multi-use path on the north side of College Ave from US 33 to the railroad crossing. The project is expected to be under construction in 2025.

PROJECT UPDATE

The City has selected American Structurepoint to design the project and INDOT has approved the selection. The contract has been signed, and the process has begun.

PROJECT: WATERFORD MILLS PARKWAY FROM SR 15 TO CR 40

PROJECT DESCRIPTION

The next phase of the Waterford Mills Parkway project will be to extend the road to the west and connect to CR 40, east of the existing bridge. The City of Goshen and Elkhart County will be working together to design and build this project, with the County taking the lead role.

PROJECT UPDATE

The County has prepared preliminary analysis of possible alignments, including a “no build” option. The County has hired the Lochmueller Group to conduct a traffic study, to further evaluate the options. The County has prepared an inter-local agreement, which will define the roles and responsibilities of both parties in the design and construction of this roadway. The interlocal agreement has been approved by the City Council and will be presented to the Redevelopment Commission in 2020.