



# TOWN COUNCIL WORK SESSION

Tuesday, April 14, 2026 at 7:00 PM

Bristol Town Hall Council Chamber

## AGENDA

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This meeting is held in the Bristol Municipal Complex is open for in-person participation.

The meeting is live streamed on Town of Bristol YouTube channel.

Livestream link is available on the Town Website

Bristol Indiana - YouTube

1. **CALL MEETING TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF AGENDA**

### REPORTS

#### 5. **TOWN MANAGER**

- a. TIF Management report - presented by Kyle Carlson via zoom.
- b. Town of Bristol development standards.
  1. Presentation - Angela (JPR)
  2. Public Hearing
  3. Council consideration Ordinance 1-14-2026 10 (allowed to be adopted with one reading)
- c. Discussion on scheduled utility rate increase.

#### 6. **CLERK-TREASURER**

- a. Addt'l Approp balance of the 4651 Gen Obl Bond Funds to pay for the fire truck \$772,000

#### 7. **TOWN ATTORNEY**

- a. Resolution 4-14-2026-8 approving purchase of property  
1203 South Division property purchase agreement.

#### 8. **QUESTIONS ABOUT UPCOMING COUNCIL MEETING AGENDA ITEMS**

#### 9. **OTHER COMMENTS OR QUESTIONS**

#### 10. **MOTION TO ADJOURN**



# Bristol, Indiana Redevelopment Commission

## April 14, 2026

TIF Management Report - 2025

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and wholly-owned subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP, trading as Baker Tilly is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2026 Baker Tilly US, LLP

# RDC Reporting Requirements

April 1

- **Fiscal Plan**
- Each year, the Treasurer of the RDC (the Clerk-Treasurer) must prepare a fiscal report for the RDC

April 15

- **TIF Management Report**
- By April 15 of each year, the RDC is required to file a report of its activities for the prior calendar year with the Executive of the Unit (Mayor/Town Council Pres./Co. Commissioners), the Fiscal Body (Council), and to the DLGF via Gateway.
- **Reminder:** this report must be presented at a Council meeting

June 15

- **Pass-through determination**
- Annual notification to overlapping taxing units

Aug. 1

- **TIF Neutralizations**
- Calculation to be done before Assessed Values (AV) are certified to adjust Base AV of TIF Areas based on trending.

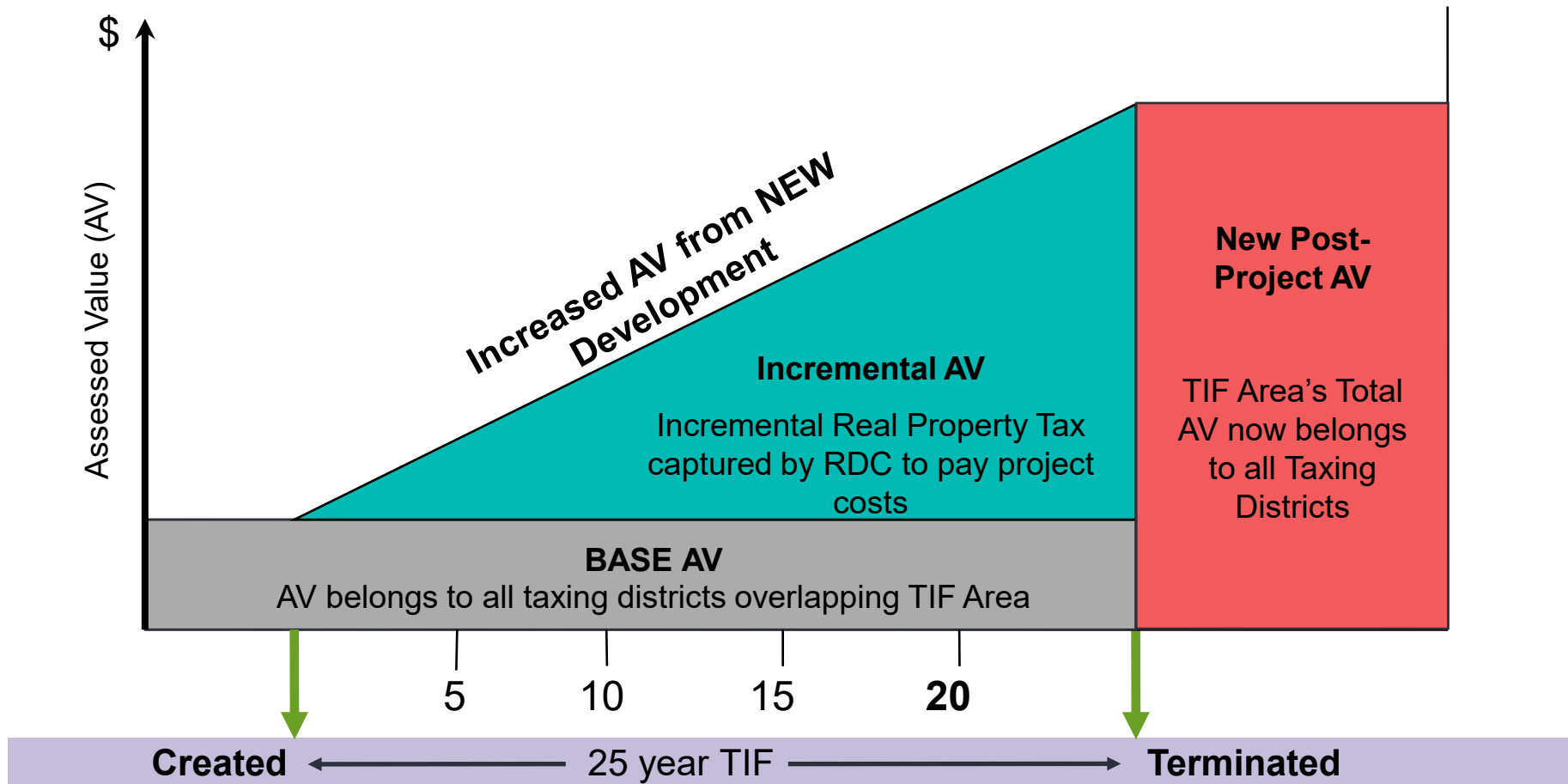
Dec. 1

- **RDC Annual Spending Plan**
- Beginning in 2024, the RDC needs to file an annual spending plan for the next calendar year with the Executive of the Unit (Mayor/Town Council Pres./Co. Commissioners) and the Fiscal Body (Council) and to the DLGF.
- The RDC may use money in the TIF allocation fund and any other RDC-maintained fund only according to the annual spending plan

Annually

- **RDC Annual Presentation to Taxing Units**
- RDC's budget for TIF revenues
- Long-term plans for the TIF area
- Impact on each of the overlapping taxing units

**Tax increment financing (or “TIF”)** is a tool which **captures new assessed value** and property taxes from new development in a **designated area**



# Purpose of TIF

To finance **incentives** or **infrastructure** needed to induce private investment

To encourage orderly economic growth in targeted areas

To redevelop blighted areas

*Note:* New businesses in a TIF Area still pay property taxes on their new private investment.

# Redevelopment Commission Members – 2025

<b>Name</b>	<b>Title</b>
Doug DeSmith	President
Jeff Beachy	Vice President
Cathy Burke	Secretary
Gregg Tuholski	Member
Dean Renfrow	Member
Cathy Antonelli	Treasurer

Note: No Redevelopment Commission (RDC) members removed in 2025 and the RDC has no employees.

# TIF Allocation Areas

TIF Allocation Area Name	TIF Code	TIF Area Nickname	Establish Date	Expiration Date
South State Road 15 Allocation Area	T20130	South TIF	3/18/2008	3/18/2038
North State Road 15 Allocation Area	T20132	North TIF	11/18/2008	11/18/2033
Bristol East Allocation Area	T20148	East TIF	7/14/2014	7/14/2039
GGT Allocation Area	T20171	GGT TIF	5/16/2019	2/28/2044
Seahawk Allocation Area	T20178	Seahawk TIF	8/31/2021	10/28/2046
Valmont Newmark/Thor Industries Allocation Area	T20180	Valmont/Thor TIF	6/16/2022	None
Rail Park Allocation Area	T20182	Rail Park TIF	10/6/2022	None
AWT Allocation Area	T20192	AWT TIF	9/5/2024	None

# Finances *(as of 12/31/25)*

Total Revenues and Expenditures by TIF Area		
TIF Area Name	Total Revenues	Total Expenditures
South State Road 15	\$1,415,569.43	\$1,541,660.19
North State Road 15	8,946.35	0.00
Bristol East	679,787.83 (1)	716,585.75
GGT	285,237.64	253,230.48
Seahawk	963,933.35	1,028,727.66
Valmont/Thor	368,211.14	19,988.06
Rail Park	247,072.54	150,000.00
AWT	0.00	0.00
Redevelopment Commission Expenditures		
Category	Subcategory	Amount
Services & Charges	Professional Services	\$950,558.26
Services & Charges	Other	261,986.90
Debt Service	Principal	1,631,108.60
Debt Service	Interest	41,224.46
Capital Outlays	Machinery & Equipment	64,959.19
Capital Outlays	Land	261,939.77
Capital Outlays	Improvements Other Than Buildings	250,642.63
Capital Outlays	Infrastructure	247,772.33
Grants/Loan		
None		
TIF Distributed to Other Units		
None		

(1) Includes \$81,627.25 of revenues from the Redevelopment Givebacks Fund (2545) comprised of abatement fees collected in multiple Allocation Areas.

# Fund Balances *(as of 12/31/25)*

Fund Balances as of December 31, 2025		
TIF Area Name	Fund Name	Balance
South State Road 15	TIF #130 South State Road 15 (2570)	\$924,149.20
North State Road 15	TIF #132 North State Road 15 (2575)	17,420.32
Bristol East	TIF #148 East (2580)	870,635.05
Bristol East	Redevelopment Givebacks (2545)	175,814.03
GGT	TIF #171 GGT (2565)	274,753.69
South State Road 15	2021 General Revenue Bond Fund (4650)	408.52
Seahawk	2021 Seahawk Bond Fund (275538000)	1,355.32
Seahawk	TIF #178 Seahawk Allocation Area (2585)	811,191.33
Valmont/Thor	TIF #180 Valmont Newmark/Thor Industries Allocation Area (2587)	485,897.46
Rail Park	TIF #182 Rail Park Allocation Area (2586)	214,202.08

## Debt Payments - 2025

TIF Area Name	Debt Name	Total P&I Outstanding	P&I Paid on Debt	Maturity Date of Bonds
South State Road 15	Interlocal Agreement for Road Funding	\$81,680.76	\$400,000.40	1/31/2026
South State Road 15	General Revenue Bonds of 2021 (1)	1,475,960.85	245,750.00	8/1/2031
Seahawk	Taxable Economic Development Tax Increment Revenue Bonds, Series 2021 (Seahawk Project) (2)	5,770,000.00	1,026,582.66	2/1/2033

(1) Bonds payable from legally available revenues of the Town, but it is anticipated the payments on the Bonds will be paid out of the South State Road 15 TIF fund.

(2) Bonds are payable from a pledge of 80% of real property tax increment and 100% of personal property tax increment.



# Housing TIF Allocation Area

Number of houses completed under the program	N/A
Average sales price of completed homes	N/A

## Additional notes regarding RDC

- The Commission entered into an Amended Interlocal Agreement on March 18, 2021 with the County to alter the loan repayment provisions of the Original Interlocal Agreement that finances a road project in the South State Road 15 TIF Area. The amended agreement states that the Commission agrees to pay fixed annual principal payments of \$400,000 per year in two payments, plus accrued interest, within 30 days of distribution of TIF revenues.

# Thank you!

**Heidi Amspaugh**  
**Principal**

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**Kyle Carlson**  
**Manager**

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# Town Charter Development Overlay

# Overlay Framework

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- Purpose
- Uses
- Building Placement & Form
- Accessory Uses & Structures
- Access, Parking & Loading
- Buffering & Screening
- Sign Standards



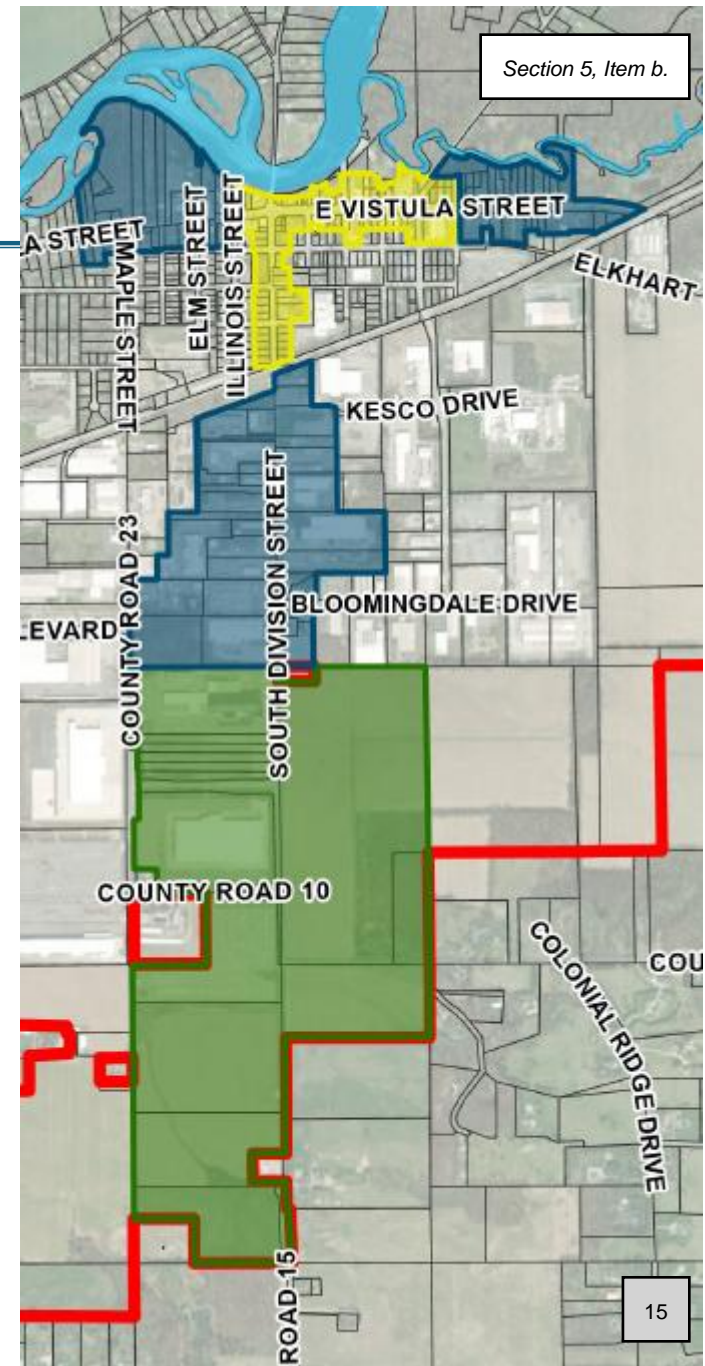
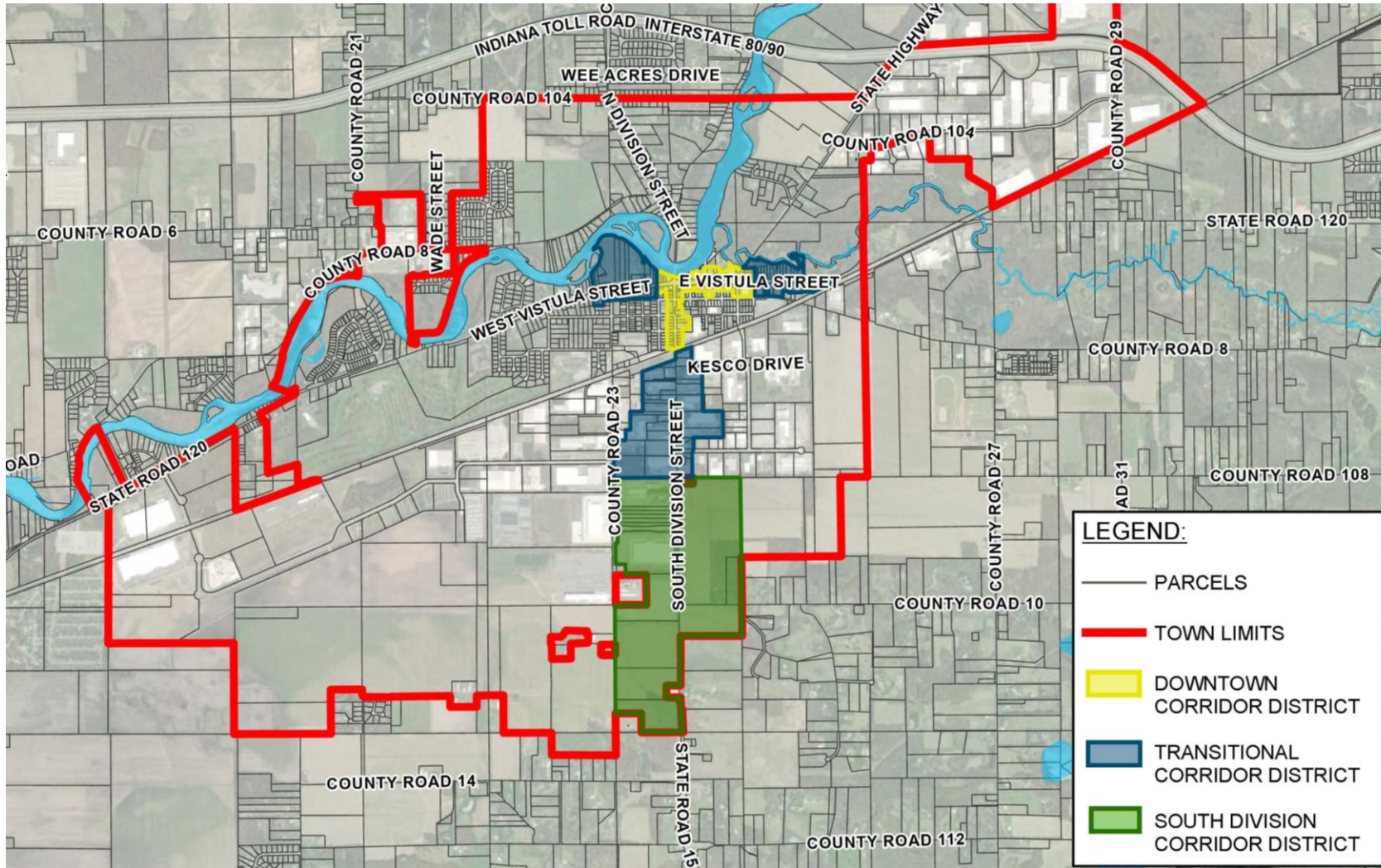
# Purpose

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- Allows for Town specific regulations
- Designed to help reflect to character of the Town
- Supplemental to the Elkhart County Development Ordinance
- Can be more restrictive or less restrictive than County Ordinance
- Encourages “well planned” development
- Can easily be updated every year to respond to changes in development



# Districts



# Uses

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- Agricultural Uses – limited to M-1 and M-2
- Prohibits Uses within Corridors
  - Tattoo Parlors
  - Smoke Shops
  - Others?



# Building Form & Placement

- Current: 55' from Centerline
- Proposed: 0' from property line in Downtown and Transitional
- Encourages development near the street to enhance character and create “vibrant, walkable destinations”
- Limit height in Downtown to match historic character

Front Setbacks		
Subdistrict	Minimum Front Setback*	Maximum Front Setback*
Bristol Downtown Corridor	0'	10'
Bristol Transitional Corridor	0'	15'
Bristol South Division Corridor	--	80'
Bristol Town Limits	--	--

-- As established for the appropriate zoning district.

See [Sec. 158.02\(C\)](#) for Measurements & Special Cases.

\* Front Setbacks shall be measured from the property line or assumed right-of-way, whichever is further from the centerline of the street. Assumed right-of-way shall be measured as 1' behind the sidewalk, if present, or 1' behind the pavement edge where no sidewalk is present.



# Accessory Uses & Structures

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- Current: Same as building setback
- Proposed: In-line or behind the building on the site



# Access, Parking & Loading



- Current: Parking based on use; setback based on
- Proposed:
  - No Parking Minimum Downtown
  - Limits to In-line or behind the building
  - Allows reduced setback along South Division for limited parking

# Buffering & Screening

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- Current: Limited and Vague
- Proposed:
  - Minimum planting size
  - Streetscape trees
  - Parking Area Buffer



# Buffering & Screening

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- Current: Limited and Vague
- Proposed:
  - Maximum 4' fence in front yard
  - Prohibit barbed wire in front yard



# Buffering & Screening

- Current: Limited and Vague
- Proposed:
  - Maximum 4' fence in front yard
  - Prohibit barbed wire in front yard
  - No outside storage in front yard
  - Proper screening of storage
  - Lighting – Dark sky friendly



# Signs Standards

- Current: Limited and Vague
- Proposed:
  - Create prohibited sign section
  - Limit use of EMCs
  - Discourage ground signs Downtown
  - Limit size and number of signs to avoid sign clutter
  - Strengthen non-conforming signs



# Signs Standards

## (e) Additional Development Standards\*

	Maximum Area Per Sign	Maximum Area of Wall Signs	Wall Signs	Monument Signs	
			Maximum Number	Maximum Height	Maximum Number
Bristol Downtown Corridor	32 sq.ft.	5% of the facade area	Unlimited	Special Exception Required	
Bristol Transitional Corridor	32 sq.ft.	10% of the facade area	Unlimited	6'	1 per curb cut
Bristol South Division Corridor	64 sq.ft.	10% of the facade area	Unlimited	8'	1 per curb cut
Bristol Town Limits	120 sq.ft.	10% of the facade area	Unlimited	12'	1 per curb cut

\*For zoning district where there is a conflict with the Overlay District, the more restrictive of the 2 shall prevail.



# Overview



# Summary

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- Recognize unique character of the Town
- Introduces base standards for Town Limits
- Focus expanded regulations on the primary Corridors
- Gives framework for future standards
- Can be updated annually with the County Zoning
- Only applies to new development





## 158.04(H) Bristol Development Overlay District

### Sections

158.04(H)(1) Purpose and Applicability.....	
158.04(H)(2) Uses.....	<a href="#">XXX</a>
158.04(H)(3) Building Placement & Form.....	<a href="#">XXX</a>
158.04(H)(4) General Standards.....	<a href="#">XXX</a>
158.04(H)(5) Accessory Uses & Structures.....	<a href="#">XXX</a>
158.04(H)(6) Access, Parking, & Loading.....	<a href="#">XXX</a>
158.04(H)(7) Buffering & Screening.....	<a href="#">XXX</a>
158.04(H)(8) Sign Standards.....	<a href="#">XXX</a>
158.04(H)(9) Nonconforming Structures.....	<a href="#">XXX</a>

### 158.04(H) Bristol Overlay District

#### (1) Purpose and Applicability

The Bristol Overlay and Development Standards shall apply to all property located within the Town of Bristol limits and its overlay areas, as amended, to reflect the unique characteristics and goals of the Town of Bristol. These additional standards are to be supplemental to those outlined in this Elkhart County Development Ordinance. Notwithstanding any provisions elsewhere in the Elkhart County Zoning Ordinance to the contrary, any new development or improvements to an existing development within the corporate limits of the Town of Bristol shall be subject to the following regulations of this section.

The Bristol Overlay District is divided into four (4) sub-districts. The boundary for each sub-district is outlined below and shown in the following diagram.

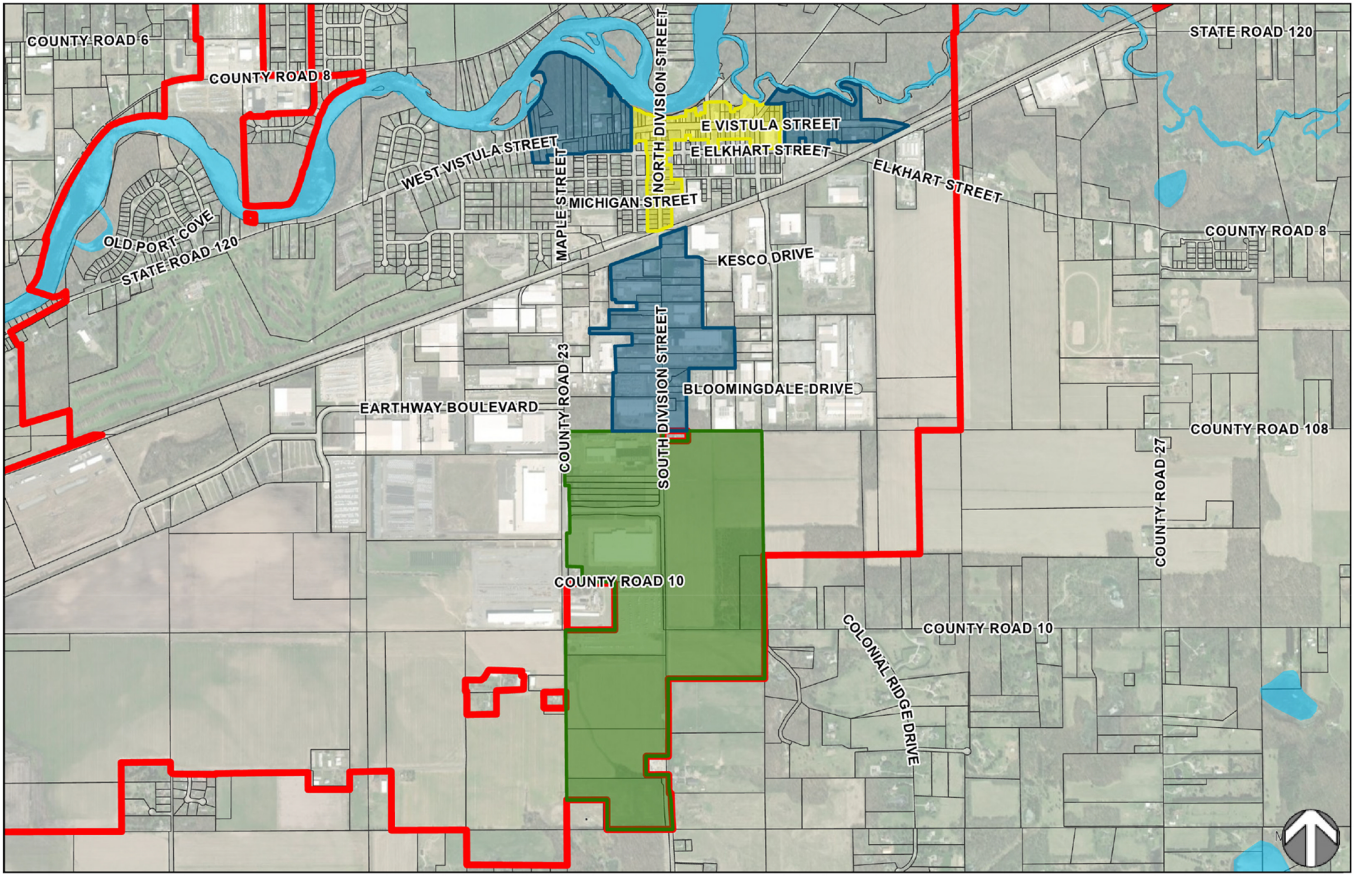
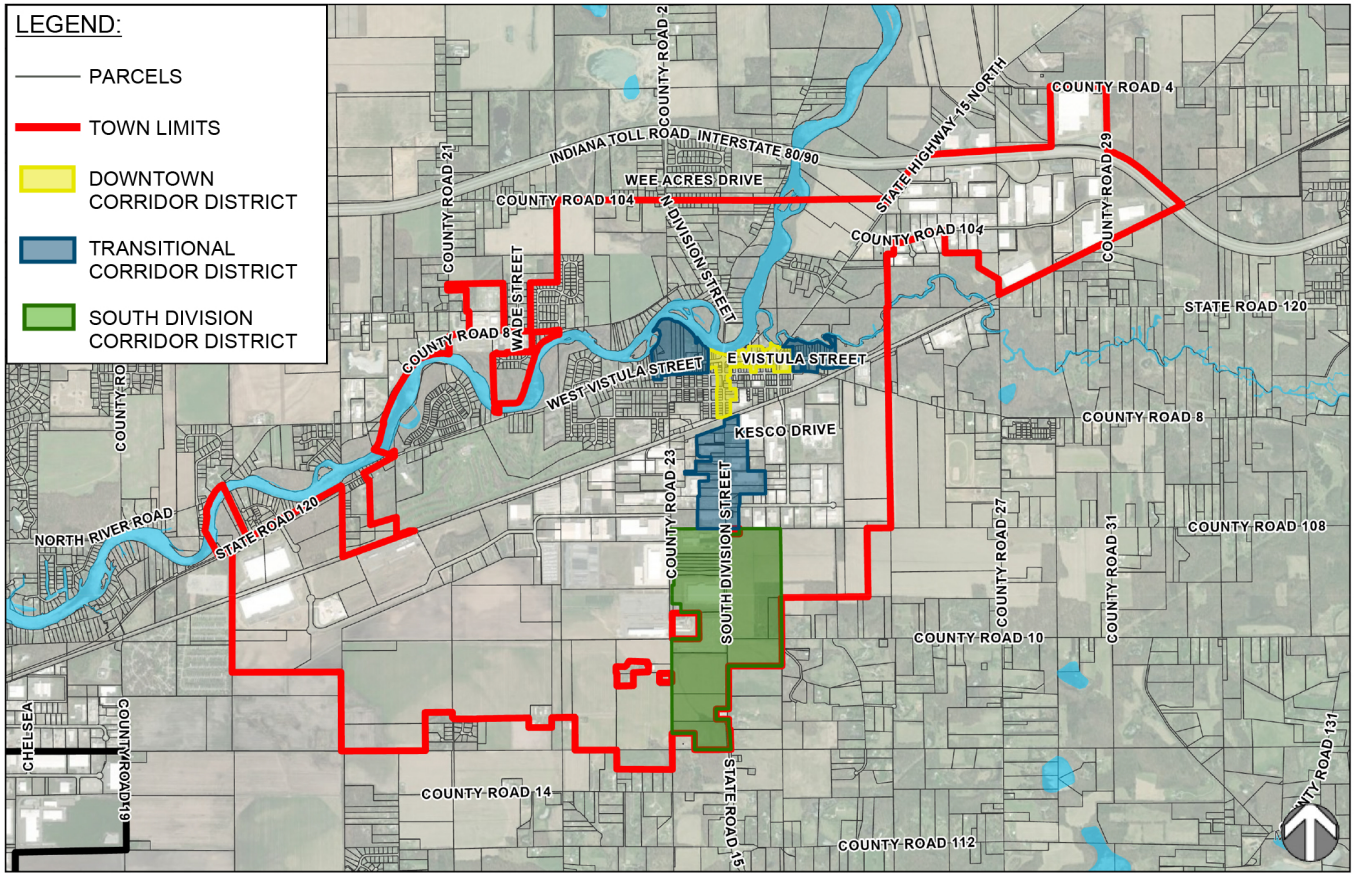
- (a) **Bristol Downtown Corridor District**  
Properties generally located along Vistula Street from Illinois Street east to Chaptoula Street; and Properties along Division Street from the St. Joseph River south to the Railroad Crossing.
- (b) **Bristol Transitional Corridor District**  
Properties generally located along Vistula Street from the west edge of the Bristol Downtown Corridor District (Illinois Street) to the west line of the property located at 505 W. Vistula Street (Library); and Properties located along Vistula Street from the east edge of the Bristol Downtown Corridor District (Chaptoula Street) to the Railroad Crossing.
- (c) **Bristol South Division Corridor District**  
Properties generally located along Division Street from the south edge of the Bristol Transitional Corridor District (Railroad Tracks) to the south Town limit.
- (d) **Bristol Town Limits**  
Any property within the Town of Bristol which is not included in one of the other sub-districts outlined above.

Any standard included in this Overlay that does not reference a specific sub-district shall be interpreted to apply to all sub-districts.

Wherever there is or appears to be a conflict between the regulations of this section and other sections of this chapter (as applied to a particular development), the requirements specifically set forth in this section shall prevail unless otherwise specified. Anything not addressed by this section shall defer to the development standards of the underlying zoning district.

**LEGEND:**

- PARCELS
- TOWN LIMITS
- DOWNTOWN CORRIDOR DISTRICT
- TRANSITIONAL CORRIDOR DISTRICT
- SOUTH DIVISION CORRIDOR DISTRICT



**(2) Uses**

In addition to the provisions of 158.05 (Uses), the following restrictions shall apply:

- (a) **Agricultural Uses** as listed in Section 158.05 (3) shall only be permitted in the M-1 or M-2 Districts. In all other districts, existing Agricultural Uses shall be considered a legal nonconforming use which shall terminate if the use is not maintained for at least any three (3) year period in a five (5) year period as established by Indiana Code 36-7-4-616. Properties zoned A-1 at the time of adoption of this Ordinance shall be allowed to continue, however, no new A-1 property should be annexed into the Town without a rezoning to an appropriate district.
- (b) **Tattoo Parlors** shall be prohibited within the Bristol Downtown Corridor District and Bristol Transitional Corridor District. These shall be defined as a facility that provides services deliberately scarring, burning, or pricking the skin so as to leave a mark or a color that cannot be removed without a surgical procedure. Includes such services as tattooing, permanent coloring, scarifying, and bringing, and the piercing of the human body to create a permanent hole. Microblading shall not be included in this definition.
- (c) **Smoke Shops** shall be prohibited within the Bristol Downtown Corridor District and Bristol Transitional Corridor District. These shall be defined as an establishment whose primary business, in terms of gross floor area or sales, is related to the sale of tobacco products or related accessories, hookah products or related accessories, other smoking products or related accessories, or electric nicotine deliver systems of related accessories for on- or off-premise use.

**(3) Building Placement & Form**

Front Setbacks		
Subdistrict	Minimum-Front Set-back*	Maximum Front Setback From Corridor Street*
Bristol Downtown Corridor	0'	10'
Bristol Transitional Corridor	0'	25' on Vistula 80' on Division
Bristol South Division Corridor	--	100'
Bristol Town Limits	--	--

\* Front setbacks shall be measured from the property line or assumed right-of-way  
 -- As established for the appropriate zoning district.

See [Sec. 158.02\(C\)](#) for Measurements & Special Cases.

\* Front Setbacks shall be measured from the property line or assumed right-of-way, whichever is further from the centerline of the street. Assumed right-of-way shall be measured as 1' behind the sidewalk, if present, or 1' behind the pavement edge where no sidewalk is present.

- (a) In the Bristol Downtown Corridor District and Bristol Transitional Corridor, no building shall exceed 30 feet in height.

**(4) General Standards**

RESERVED

**(5) Accessory Uses & Structures**

Except for properties located within the Bristol Town Limits District, a detached accessory building may not be located in the Front Yard, as defined by this Ordinance.

**(6) Access, Parking & Loading**

- (a) In the Bristol Downtown Corridor District, there shall be no minimum parking requirements.
- (b) In the Bristol Downtown Corridor District and Bristol Transitional Corridor District, parking is not permitted in the Front Yard, as defined by this Ordinance. Parking located in the Side Yard and defined by this Ordinance shall have a minimum front setback of 5 Feet from the right-of-way.
- (c) In the Bristol South Division Corridor District, the front parking setback may be reduced to 10 feet from the right-of-way line for all parking, provided no more than a double row of parking is provided in the Front Yard as defined by this Ordinance.

**(7) Buffering & Screening**

- (a) **General**
  - i. **Plant Size:** All plant material required by this Ordinance shall comply with the following minimum sizes at the time of planting:

Deciduous Shade Tree	2.5" Caliper (6" above ground)
Deciduous Ornamental Tree	1.5" Caliper (6" above ground)
Evergreen Tree	6' high
Hedge Plants/Shrubs	24" high

- (b) **Streetscape Landscaping**  
 All new development, other than single-family detached dwellings, shall install streetscape landscaping at a rate of 1 deciduous shade tree for every 40 feet of frontage, or 1 deciduous ornamental tree for every 25 feet of frontage. The Zoning Administrator may approve grouping of landscaping. For properties with building setback less than 10' from the right-of-way line, Streetscape Landscape landscaping may be waived by the Zoning Administrator.



**(8) Signs**

**(a) Prohibited Signs**

- i. Any rotating beam, beacon, intermittent light, lights of changing colors, or degree of intensity, or flashing illumination in connection with any sign surface, except as part of an electronic message board in compliance with this Section.
- ii. Signs or devices motivated by wind, thermal changes, or other devices, such as spinners, pinwheels, unsecured banners, pennants, streamers, air-inflated signs, flag banners, feather banners, or other wind-blown devices designed to inform or attract attention.
- iii. Signs on portable trailer frames; and signs attached to or painted on a vehicle parked and visible from the public right-of-way, provided, however, a vehicle which is used in the normal day-to-day operation of a business use shall not be considered a portable sign if the vehicle is parked beside or behind the building in which the use is located.
- iv. Signs attached to trees, street lights, or utility poles.
- v. Signs that bear or contain statements, words, or pictures of an obscene or pornographic nature.

**(b) Temporary Signs**

All temporary signs within the Town of Bristol shall require a permit from the Town Clerk prior to installation. Temporary signs shall be subject to the following regulations:

- i. Construction signs located on a site with an active building permit, subject to the following: No more than 2 signs per street frontage with a maximum sign area of 64 square feet each and height not to exceed 8 feet in height. Construction signs shall be removed within 30 days of issuance of a certificate of occupancy or expiration of a building permit.
- ii. Temporary signs on non-residential properties, subject to the following: no more than 2 signs per street frontage with a maximum sign area of 32 square feet each and height not to exceed 6 feet. The permit shall be limited to a period of not more than 30 days, with a frequency of no more than 4 times per calendar year.
- iii. Temporary signs on residential properties, subject to the following: no more than 2 signs per street frontage with a maximum of sign area of 6 square feet and height not to exceed 4 feet in height. The permit shall be limited to a period of not more than 30 days, with a frequency of no more than 2 times per calendar year.

**(c) Exempt Signs**

- i. Temporary signs located on a property for sale or lease, limited to 1 per street frontage and a maximum of 6 square feet on a property with a detached residential dwelling or 32 square feet for all other properties.
- ii. Display of Political signs as under IC 32-21-13

**(d) Illumination**

- i. The changeable copy portion of a sign shall not exceed 40% of the sign surface area of the permitted sign.
- ii. A sign which does not change more than 2 times per 24 hour period shall not be considered a changeable copy sign.
- iii. All Electronic Message Boards (EMB) shall have automatic dimming controls, either by photocell or via software settings, to limit maximum luminance level to 750 nits.
- iv. All messages shall be static and displayed for a minimum of 8 seconds. No blinking, flashing, scrolling or other animation shall be permitted.

**(e) Permitted Signs**

Permitted Sign Types*	Wall	Projecting	Monument	Portable	Freestanding	EMB
Bristol Downtown Corridor						
Bristol Transitional Corridor						
Bristol South Division Corridor						
Bristol Town Limits						

\* Where a sign type listed above is not permitted by Section 158.08(F), the stricter regulation shall apply.

**(f) Additional Development Standards**

- i. The Maximum Combined Area for all Wall Signs shall not exceed 10% of the facade to which it is attached.
- ii. Monument Signs shall be limited as follows:

Monument Sign Standards*	Maximum Height	Maximum Number
Bristol Downtown Corridor	Special Use Required	
Bristol Transitional Corridor	6'	1 per driveway
Bristol South Division Corridor	8'	1 per driveway

- iii. The Maximum Area Per Sign, regardless of sign type, shall comply with the regulations outlined below.

Maximum Sign Sizes Per Sign*	Maximum Sign Size
Bristol Downtown Corridor	32 sq.ft.
Bristol Transitional Corridor	32 sq.ft.
Bristol South Division Corridor	64 sq.ft.
Bristol Town Limits	120 sq.ft.

\* For zoning districts where the maximum sign size established in Section 158.08(F) is more restrictive, the smaller of the 2 shall apply.

**(9) Non-conforming Structures**

**(a) Nonconforming Signs**

Legally established nonconforming signs may receive normal and routine repair and maintenance subject to the following;

- i. The removal of a sign structure, sign cabinet, or any structural element necessary for the support of the sign graphics shall be deemed definitive evidence that said sign requires work beyond normal and routine maintenance, and such sign shall not be repaired, maintained, or reconstructed except in conformity with the provisions of this Overlay.
- ii. The conversion of a static message sign to an electronic changeable copy sign is not considered normal repair or maintenance, and such change shall only be done in conformance with the provisions of this Overlay.
- iii. In the event that the nonconforming sign is damaged or destroyed by any means to the extent that the repair exceed 50% the cost of the construction of the entire sign, said sign shall not be reconstructed except in conformity with the provisions of this Overlay.



ORDINANCE NO. 4-14-2026-10

AN ORDINANCE TO AMEND ORDINANCE NO. PC 2024-04  
KNOWN AS THE ELKHART COUNTY DEVELOPMENT  
ORDINANCE, AS AMENDED, TO INCLUDE THE BRISTOL  
DEVELOPMENT OVERLAY DISTRICT

WHEREAS, the Town of Bristol, Indiana (the “Town”) is a duly formed municipal corporation within the State of Indiana governed by its duly elected Town Council (the “Council”); and

WHEREAS, by Ordinance No. 7-18-2024-15, the Town adopted the Elkhart County Development Ordinance, as amended (the “Development Ordinance”), as the development and zoning ordinance for the Town; and

WHEREAS, on matters of zoning, the Elkhart County Plan Commission (“Plan Commission”) is designated the municipal plan commission for the Town; and

WHEREAS, on February 15, 2026, following a public hearing as required by Ind. Code §§ 36-7-4-604 and 36-7-4-607.5, the Plan Commission unanimously approved a favorable recommendation for a text amendment to Section 158.04(H)(1) of the Development Ordinance providing for the inclusion of the Bristol Development Overlay District (the “Bristol Overlay”) into the Development Ordinance and thereafter certified the proposal to the Council; and

WHEREAS, the Council, as the appropriate legislative body to consider the adoption of the Bristol Overlay pursuant to Ind. Code § 36-7-4-607.5 and Section 158.10(B) of the Development Ordinance, must, within ninety (90) days after the Plan Commission’s certification of such, adopt, reject, or amend the certified proposal; and

WHEREAS, the Council has given notice pursuant to Ind. Code § 5-14-1.5-5 of its intention to consider the Bristol Overlay proposal at its regularly scheduled meeting on April 14, 2026, and has held a public hearing on the proposal at such meeting; and

WHEREAS, the Council finds that the proposed Bristol Overlay as attached hereto as Exhibit A should be adopted and incorporated into the Development Ordinance and applicable to the Town.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Bristol, Indiana, meeting in regular session, as follows:

- Section 1. The foregoing Recitals are incorporated herein by this reference.
- Section 2. The text amendment to Section 158.04(H)(1) of the Development Ordinance known as the “Bristol Development Overlay District” attached hereto as Exhibit A is hereby adopted and the Development Ordinance is hereby ordered amended and changed to reflect the adoption of the Bristol Overlay.
- Section 3. If any section, paragraph, or provision of this Ordinance is held to be invalid or unenforceable for any reason, then the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.
- Section 4. This Ordinance shall be in full force and effect immediately upon its adoption.

\* \* \* \* \*

ADOPTED THIS 14th DAY OF APRIL, 2026.

TOWN COUNCIL OF THE  
TOWN OF BRISTOL, INDIANA

\_\_\_\_\_  
Jeff Beachy, President

\_\_\_\_\_  
Cathy Burke

\_\_\_\_\_  
Gregg Tuholski

\_\_\_\_\_  
Doug DeSmith

\_\_\_\_\_  
[Vacant]

ATTEST:

\_\_\_\_\_  
Cathy Antonelli, Clerk-Treasurer

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law. /s/ Alex C. Bowman, Esq.

This instrument prepared by: Alex C. Bowman, Esq., Krieg DeVault LLP, 4101 Edison Lakes Parkway, Suite 100, Mishawaka, Indiana 46545.

**EXHIBIT A**

**Bristol Development Overlay District**

[Attached]



## 158.04(H) Bristol Development Overlay District

### Sections

158.04(H)(1) Purpose and Applicability .....	
158.04(H)(2) Uses .....	XXX
158.04(H)(3) Building Placement & Form .....	XXX
158.04(H)(4) General Standards.....	XXX
158.04(H)(5) Accessory Uses & Structures .....	XXX
158.04(H)(6) Access, Parking, & Loading.....	XXX
158.04(H)(7) Buffering & Screening.....	XXX
158.04(H)(8) Sign Standards .....	XXX
158.04(H)(9) Nonconforming Structures.....	XXX

- (a) **Bristol Downtown Corridor District**  
Properties generally located along Vistula Street from Illinois Street east to Chaptoula Street; and Properties along Division Street from the St. Joseph River south to the Railroad Crossing.
- (b) **Bristol Transitional Corridor District**  
Properties generally located along Vistula Street from the west edge of the Bristol Downtown Corridor District (Illinois Street) to the west line of the property located at 505 W. Vistula Street (Library); and Properties located along Vistula Street from the east edge of the Bristol Downtown Corridor District (Chaptoula Street) to the Railroad Crossing.
- (c) **Bristol South Division Corridor District**  
Properties generally located along Division Street from the south edge of the Bristol Transitional Corridor District (Railroad Tracks) to the south Town limit.
- (d) **Bristol Town Limits**  
Any property within the Town of Bristol which is not included in one of the other sub-districts outlined above.

Any standard included in this Overlay that does not reference a specific sub-district shall be interpreted to apply to all sub-districts.

Wherever there is or appears to be a conflict between the regulations of this section and other sections of this chapter (as applied to a particular development), the requirements specifically set forth in this section shall prevail unless otherwise specified. Anything not addressed by this section shall defer to the development standards of the underlying zoning district.

## 158.04(H) Bristol Overlay District

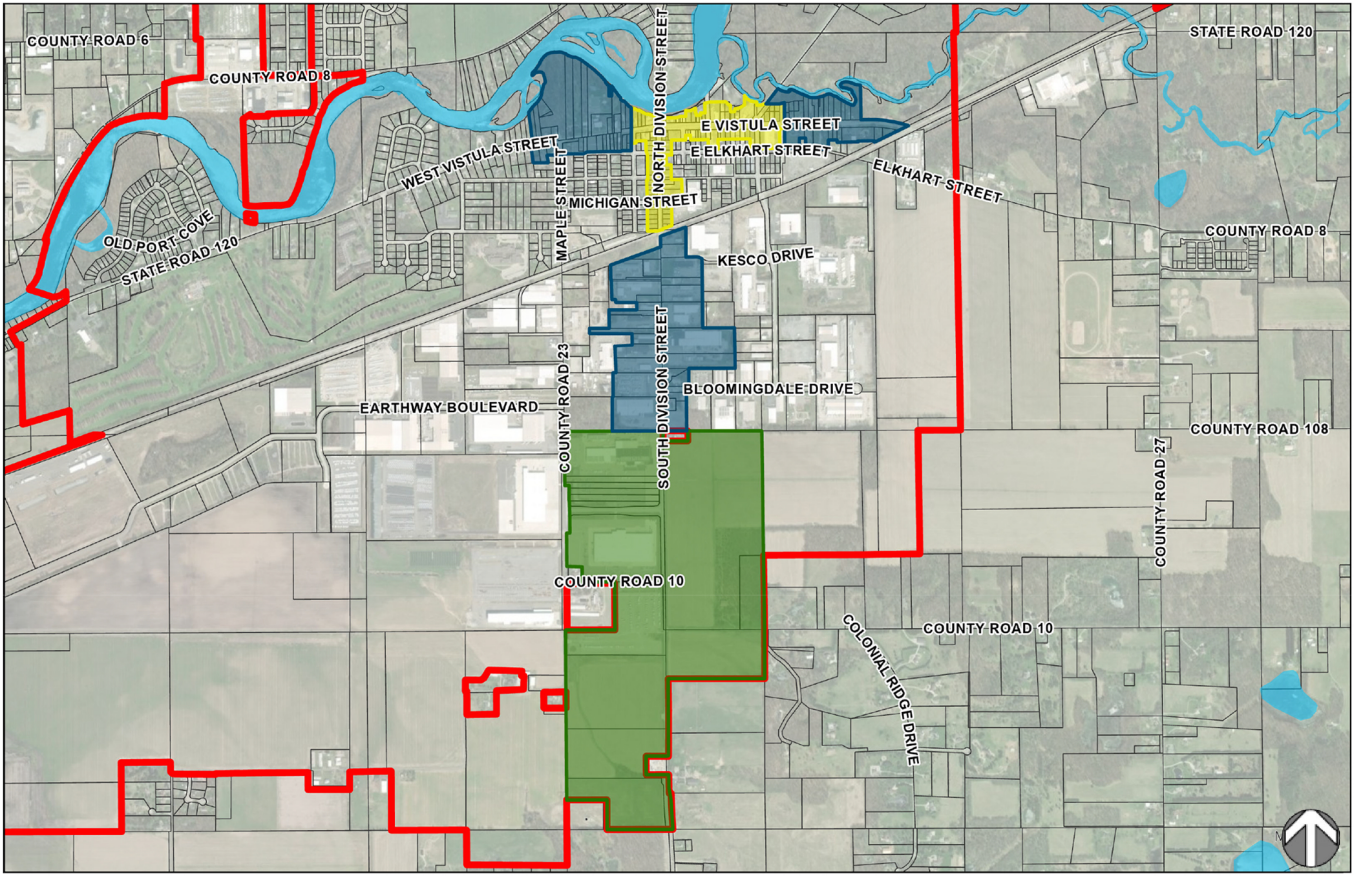
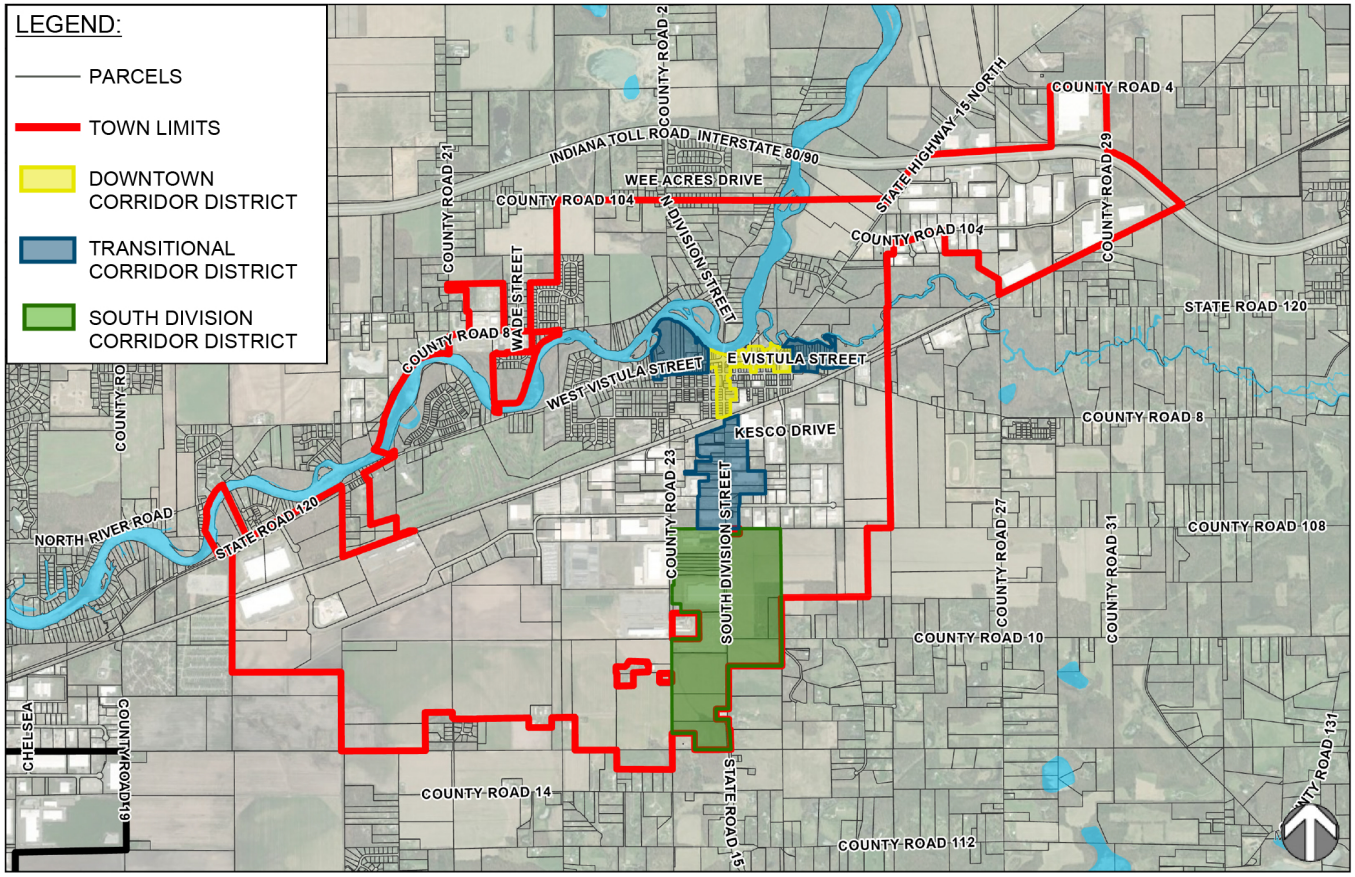
### (1) Purpose and Applicability

The Bristol Overlay and Development Standards shall apply to all property located within the Town of Bristol limits and its overlay areas, as amended, to reflect the unique characteristics and goals of the Town of Bristol. These additional standards are to be supplemental to those outlined in this Elkhart County Development Ordinance. Notwithstanding any provisions elsewhere in the Elkhart County Zoning Ordinance to the contrary, any new development or improvements to an existing development within the corporate limits of the Town of Bristol shall be subject to the following regulations of this section.

The Bristol Overlay District is divided into four (4) sub-districts. The boundary for each sub-district is outlined below and shown in the following diagram.

**LEGEND:**

- PARCELS
- TOWN LIMITS
- DOWNTOWN CORRIDOR DISTRICT
- TRANSITIONAL CORRIDOR DISTRICT
- SOUTH DIVISION CORRIDOR DISTRICT



**(2) Uses**

In addition to the provisions of 158.05 (Uses), the following restrictions shall apply:

- (a) **Agricultural Uses** as listed in Section 158.05 (3) shall only be permitted in the M-1 or M-2 Districts. In all other districts, existing Agricultural Uses shall be considered a legal nonconforming use which shall terminate if the use is not maintained for at least any three (3) year period in a five (5) year period as established by Indiana Code 36-7-4-616. Properties zoned A-1 at the time of adoption of this Ordinance shall be allowed to continue, however, no new A-1 property should be annexed into the Town without a rezoning to an appropriate district.
- (b) **Tattoo Parlors** shall be prohibited within the Bristol Downtown Corridor District and Bristol Transitional Corridor District. These shall be defined as a facility that provides services deliberately scarring, burning, or pricking the skin so as to leave a mark or a color that cannot be removed without a surgical procedure. Includes such services as tattooing, permanent coloring, scarifying, and bringing, and the piercing of the human body to create a permanent hole. Microblading shall not be included in this definition.
- (c) **Smoke Shops** shall be prohibited within the Bristol Downtown Corridor District and Bristol Transitional Corridor District. These shall be defined as an establishment whose primary business, in terms of gross floor area or sales, is related to the sale of tobacco products or related accessories, hookah products or related accessories, other smoking products or related accessories, or electric nicotine deliver systems of related accessories for on- or off-premise use.

**(3) Building Placement & Form**

Front Setbacks		
Subdistrict	Minimum-Front Set-back*	Maximum Front Setback From Corridor Street*
Bristol Downtown Corridor	0'	10'
Bristol Transitional Corridor	0'	25' on Vistula 80' on Division
Bristol South Division Corridor	--	100'
Bristol Town Limits	--	--

\* Front setbacks shall be measured from the property line or assumed right-of-way  
 -- As established for the appropriate zoning district.

See [Sec. 158.02\(C\)](#) for Measurements & Special Cases.

\* Front Setbacks shall be measured from the property line or assumed right-of-way, whichever is further from the centerline of the street. Assumed right-of-way shall be measured as 1' behind the sidewalk, if present, or 1' behind the pavement edge where no sidewalk is present.

- (a) In the Bristol Downtown Corridor District and Bristol Transitional Corridor, no building shall exceed 30 feet in height.

**(4) General Standards**

RESERVED

**(5) Accessory Uses & Structures**

Except for properties located within the Bristol Town Limits District, a detached accessory building may not be located in the Front Yard, as defined by this Ordinance.

**(6) Access, Parking & Loading**

- (a) In the Bristol Downtown Corridor District, there shall be no minimum parking requirements.
- (b) In the Bristol Downtown Corridor District and Bristol Transitional Corridor District, parking is not permitted in the Front Yard, as defined by this Ordinance. Parking located in the Side Yard and defined by this Ordinance shall have a minimum front setback of 5 Feet from the right-of-way.
- (c) In the Bristol South Division Corridor District, the front parking setback may be reduced to 10 feet from the right-of-way line for all parking, provided no more than a double row of parking is provided in the Front Yard as defined by this Ordinance.

**(7) Buffering & Screening**

- (a) **General**
  - i. **Plant Size:** All plant material required by this Ordinance shall comply with the following minimum sizes at the time of planting:

Deciduous Shade Tree	2.5" Caliper (6" above ground)
Deciduous Ornamental Tree	1.5" Caliper (6" above ground)
Evergreen Tree	6' high
Hedge Plants/Shrubs	24" high

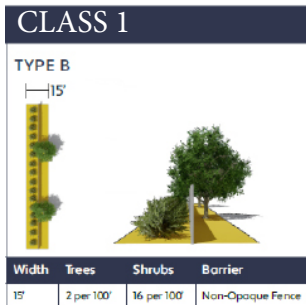
- (b) **Streetscape Landscaping**  
 All new development, other than single-family detached dwellings, shall install streetscape landscaping at a rate of 1 deciduous shade tree for every 40 feet of frontage, or 1 deciduous ornamental tree for every 25 feet of frontage. The Zoning Administrator may approve grouping of landscaping. For properties with building setback less than 10' from the right-of-way line, Streetscape Landscape landscaping may be waived by the Zoning Administrator.

**(7) Buffering & Screening (Cont.)**

**(c) Fences and Walls**

The construction of any new fence or replacement of 50% or more of an existing fence shall require a permit from the Town of Bristol Town Clerk, and shall comply with the following:

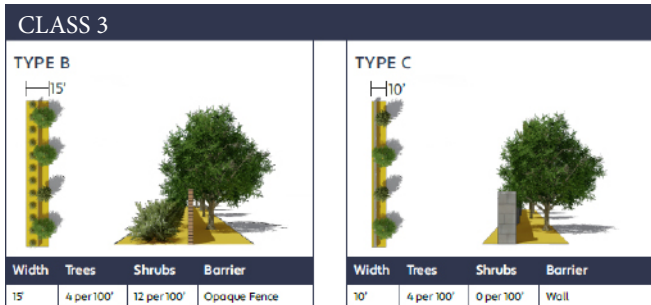
- iv. Any fence located in the Front Yard shall have a maximum height of 4 feet.
- v. In the Bristol Town Limits District, properties zoned M-1 or M-2 District may increase the fence height in the Front Yard to 6 feet provided a Class 1, Type B buffer is installed between the fence and the street.



- vi. In the Bristol Downtown Corridor District and Bristol Transitional Corridor District chain link fence shall be prohibited, except when located behind the front facade of the primary building.
- vii. Except as required for public utilities, no barbed wire or security wire shall be permitted in the Front Yard.

**(d) Outside Storage**

- i. For all properties located in the Bristol Development Overlay, Outside storage regulations shall include all finished recreational vehicles, automobiles, portable buildings, boats, trailers, manufactured homes, and other similar vehicles or equipment produced or sold by a permitted use on-site.
- ii. In the Bristol Downtown Corridor District, Bristol Transitional Corridor, and Bristol South Division Corridor, no outside storage shall be permitted in the Front Yard fronting along Vistula or S. Division Street.
- iii. Outside storage areas shall be screened from view from residential properties or public rights-of-way by Class 3, Type B or Type C buffering.



**(e) Lighting**

A lighting plan, approved by the Town Engineer, shall be required for all new development or redevelopment in which new lighting is proposed or existing lighting fixtures are being replaced. In addition to the Lighting standards established in Section 158.08(F), all lighting shall comply with the following regulations:

- i. All lighting shall be directed downward in a vertical vector directly beneath the fixture (opposite to zenith).
- ii. All light fixtures shall be designed or shielded in such a manner that no light is emitted, either directly or indirectly, at or above a horizontal plane running or traveling into a particular adjacent area, angle, or region.
- iii. Unless otherwise specified in this ordinance, Luminaires emitting more than 1,000 Lumens (foot candles) shall be Fully Shielded and shall emit no more than 5% of their total Lumen output above 80 degrees from the point directly below the fixture. Exceptions are:
  - iv. Festoon string lighting where no individual lamp emits more than 50 lumens, and the lumen density of the string is no greater than 25 lumens per foot.
  - v. Directional lights used for façade illumination which are shielded and aimed to hit their target such that the light is contained by architectural elements.
- vi. Lights may not have a color temperature of more than 3,000 Kelvin.

**(8) Signs**

**(a) Prohibited Signs**

- i. Any rotating beam, beacon, intermittent light, lights of changing colors, or degree of intensity, or flashing illumination in connection with any sign surface, except as part of an electronic message board in compliance with this Section.
- ii. Signs or devices motivated by wind, thermal changes, or other devices, such as spinners, pinwheels, unsecured banners, pennants, streamers, air-inflated signs, flag banners, feather banners, or other wind-blown devices designed to inform or attract attention.
- iii. Signs on portable trailer frames; and signs attached to or painted on a vehicle parked and visible from the public right-of-way, provided, however, a vehicle which is used in the normal day-to-day operation of a business use shall not be considered a portable sign if the vehicle is parked beside or behind the building in which the use is located.
- iv. Signs attached to trees, street lights, or utility poles.
- v. Signs that bear or contain statements, words, or pictures of an obscene or pornographic nature.

**(b) Temporary Signs**

All temporary signs within the Town of Bristol shall require a permit from the Town Clerk prior to installation. Temporary signs shall be subject to the following regulations:

- i. Construction signs located on a site with an active building permit, subject to the following: No more than 2 signs per street frontage with a maximum sign area of 64 square feet each and height not to exceed 8 feet in height. Construction signs shall be removed within 30 days of issuance of a certificate of occupancy or expiration of a building permit.
- ii. Temporary signs on non-residential properties, subject to the following: no more than 2 signs per street frontage with a maximum sign area of 32 square feet each and height not to exceed 6 feet. The permit shall be limited to a period of not more than 30 days, with a frequency of no more than 4 times per calendar year.
- iii. Temporary signs on residential properties, subject to the following: no more than 2 signs per street frontage with a maximum of sign area of 6 square feet and height not to exceed 4 feet in height. The permit shall be limited to a period of not more than 30 days, with a frequency of no more than 2 times per calendar year.

**(c) Exempt Signs**

- i. Temporary signs located on a property for sale or lease, limited to 1 per street frontage and a maximum of 6 square feet on a property with a detached residential dwelling or 32 square feet for all other properties.
- ii. Display of Political signs as under IC 32-21-13

**(d) Illumination**

- i. The changeable copy portion of a sign shall not exceed 40% of the sign surface area of the permitted sign.
- ii. A sign which does not change more than 2 times per 24 hour period shall not be considered a changeable copy sign.
- iii. All Electronic Message Boards (EMB) shall have automatic dimming controls, either by photocell or via software settings, to limit maximum luminance level to 750 nits.
- iv. All messages shall be static and displayed for a minimum of 8 seconds. No blinking, flashing, scrolling or other animation shall be permitted.

**(e) Permitted Signs**

Permitted Sign Types*						
	Wall	Projecting	Monument	Portable	Freestanding	EMB
Bristol Downtown Corridor	■	■	■	■	■	■
Bristol Transitional Corridor	■	■	■	■	■	■
Bristol South Division Corridor	■	■	■	■	■	■
Bristol Town Limits	■	■	■	■	■	■

\* Where a sign type listed above is not permitted by Section 158.08(F), the stricter regulation shall apply.

**(f) Additional Development Standards**

- i. The Maximum Combined Area for all Wall Signs shall not exceed 10% of the facade to which it is attached.
- ii. Monument Signs shall be limited as follows:

Monument Sign Standards*		
	Maximum Height	Maximum Number
Bristol Downtown Corridor	Special Use Required	
Bristol Transitional Corridor	6'	1 per driveway
Bristol South Division Corridor	8'	1 per driveway

- iii. The Maximum Area Per Sign, regardless of sign type, shall comply with the regulations outlined below.

Maximum Sign Sizes Per Sign*	
Bristol Downtown Corridor	32 sq.ft.
Bristol Transitional Corridor	32 sq.ft.
Bristol South Division Corridor	64 sq.ft.
Bristol Town Limits	120 sq.ft.

\* For zoning districts where the maximum sign size established in Section 158.08(F) is more restrictive, the smaller of the 2 shall apply.

**(9) Non-conforming Structures**

**(a) Nonconforming Signs**

Legally established nonconforming signs may receive normal and routine repair and maintenance subject to the following;

- i. The removal of a sign structure, sign cabinet, or any structural element necessary for the support of the sign graphics shall be deemed definitive evidence that said sign requires work beyond normal and routine maintenance, and such sign shall not be repaired, maintained, or reconstructed except in conformity with the provisions of this Overlay.
- ii. The conversion of a static message sign to an electronic changeable copy sign is not considered normal repair or maintenance, and such change shall only be done in conformance with the provisions of this Overlay.
- iii. In the event that the nonconforming sign is damaged or destroyed by any means to the extent that the repair exceed 50% the cost of the construction of the entire sign, said sign shall not be reconstructed except in conformity with the provisions of this Overlay.



**NOTICE TO TAXPAYERS OF ADDITIONAL APPROPRIATIONS**

Notice is hereby given to the taxpayers of the Town of Bristol, Elkhart County, Indiana, that the proper legal officers will consider the following additional appropriations in-excess of the budget for the current year at their regular meeting place at the **Bristol Municipal Complex, 303 E Vistula, at 7:00 p.m.**, on **Thursday, May 7, 2026 – Ordinance No. 5-7-2026-11**

Increase:

FUND #	Appropriation #	Amount	Reason
4651 GO BOND 2023	4651-001-4316	\$772,000	Fire truck payment

**Total: \$772,000**

Taxpayers appearing at the meeting shall have a right to be heard. The additional appropriations as finally made will be referred to the Department of Local Government Finance (Department). The Department will make a written determination as to the sufficiency of funds to support the appropriations within fifteen (15) days of receipt of a Certified Copy of the action taken.

Dated: April 2, 2026  
Cathy Antonelli, Clerk-Treasurer

# Ordinance No. 5.7.2026-11

## Additional Appropriation Ordinance

**WHEREAS**, it has been determined that it is now necessary to appropriate more money than was appropriated in the 2026 annual budget,

**NOW, THEREFORE, BE IT ORDAINED** by the Town Council of the Town of Bristol, Indiana that for the expenses of the taxing unit the following additional sums of money are hereby appropriated out of the funds named and for the purpose specified, subject to laws governing the same:

**PASSED AND ADOPTED** by the Town Council of the Town of Bristol, Indiana, on this 7th day of May, 2026.

Increase:

FUND #	Appropriation #	Amount	Reason
4651 GO BOND 2023	4651-001-4316	\$772,000	Fire truck payment

**Total: \$772,000**

### BRISTOL TOWN COUNCIL - TOWN OF BRISTOL, INDIANA

By \_\_\_\_\_  
Jeff Beachy, President

By \_\_\_\_\_  
Doug DeSmith

By \_\_\_\_\_  
Cathy Burke

By \_\_\_\_\_  
(currently a vacant seat)

**ATTEST:**

By \_\_\_\_\_  
Gregg Tuholski

\_\_\_\_\_  
Cathy Antonelli, Clerk-Treasurer

RESOLUTION NO. 4-14-2026-8

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA APPROVING THE ACQUISITION OF REAL PROPERTY IN LIEU OF CONDEMNATION PURSUANT TO INDIANA CODE 32-24-1-1, ET SEQ.

WHEREAS, the Town of Bristol, Indiana (the “Town”) is a duly formed municipal corporation within the State of Indiana governed by its duly elected Town Council (the “Council”); and

WHEREAS, pursuant to Indiana Code § 36-1-4-5, the Town is authorized to condemn any real property needed by the Town for a public use pursuant to the procedures set forth in Indiana Code 32-24-1-1, et seq. (the “Act”); and

WHEREAS, the Town has sought to acquire the Property located at 1203 S. Division Street, Bristol, Indiana 46507, Parcel ID No. 20-03-27-451-012.000-031 (the “Property”) utilizing its powers of eminent domain pursuant to the Act; and

WHEREAS, based upon appraisals secured for the Property from Iverson C. Grove, MAI, SRA, and Steven W. Sante, MAI, SRA, the Town determined that the fair market value of the Property plus any additional damages to the Property owner as a consequence of a taking under the Act was \$500,000.00 (the “Purchase Price”); and

WHEREAS, on February 5, 2026, the Council, pursuant to the Act, Indiana Code § 32-24-1-5, approved an offer to the owner of the Property for the Purchase Price; and

WHEREAS, as a result of good faith negotiations between the Town and the owner of the Property as required by the Act, the parties have reached an understanding as to the applicable terms of the Town’s acquisition of the Property in lieu of filing a complaint for condemnation, which terms are memorialized in the Real Estate Purchase Agreement attached hereto as Exhibit A (the “Purchase Agreement”); and

WHEREAS, the Council believes that the acquisition of the Property is in the best interest of the Town and its citizens and now desires to approve the acquisition of the Property.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bristol, Indiana that:

- Section 1. The foregoing Recitals are fully incorporated herein by this reference.
- Section 2. The Council hereby approves the acquisition of the Property through good faith negotiations pursuant to the Act subject to the terms and conditions set forth herein and in the Purchase Agreement. The Council further approves and authorizes the payment for diligence, closing, transfer, and related costs for the acquisition of the Property as provided for in the Purchase Agreement.

Section 3. The Council hereby authorizes and approves the execution and delivery of the Purchase Agreement, in substantially the form attached hereto, with such changes thereto as the Town Council President or Town Manager deem necessary and appropriate to effectuate this Resolution and to consummate the acquisition of the Property, said officer's execution and attestation thereof to be conclusive evidence of their approval of such changes.

Section 4. The Council hereby approves the purchase price for the Property to be no more than Five Hundred Thousand Dollars (\$500,000), plus other closing and related costs as provided for in the Purchase Agreement. The Clerk-Treasurer is hereby authorized to pay the Purchase Price from the funds of the Town on the Closing Date (as defined in the Purchase Agreement) following the satisfaction of the conditions set forth in the Purchase Agreement.

Section 5. Each of the Town Council President and Town Manager is hereby authorized to execute and deliver appropriate conveyance instruments, documents, certificates, and agreements in the name of and on behalf of the Town in connection with the transactions set forth in this Resolution and to take any and all actions which such person deems necessary or appropriate regarding such transactions; provided, however, that the terms and conditions of any such document shall be consistent with the terms and conditions approved in this Resolution. Any and all documents executed by the Town Council President or Town Manager in connection with the actions contemplated by this Resolution and any and all actions previously, or to be, taken by the Town Council President, Town Manager, or Town Clerk-Treasurer in connection with the actions contemplated by this Resolution be, and they hereby are, ratified and approved.

Section 6. Each agreement, instrument, certificate, and other document contemplated by this Resolution to be executed and delivered by the Town Council President, Town Manager, or Town Clerk-Treasurer on behalf of the Town shall be in a form approved by, and satisfactory to, the Town Council President or Town Manager upon the advice of counsel, which approval and satisfaction shall be conclusively evidenced by the execution and delivery thereof by the Town Council President or Town Manager.

Section 7. This Resolution shall be in full force and effect immediately upon its adoption.

\* \* \* \* \*

RESOLVED THIS 14<sup>th</sup> DAY OF APRIL 2026.

TOWN COUNCIL OF THE  
TOWN OF BRISTOL, INDIANA

\_\_\_\_\_  
Jeff Beachy, President

\_\_\_\_\_  
Cathy Burke

\_\_\_\_\_  
Gregg Tuholski

\_\_\_\_\_  
Doug DeSmith

\_\_\_\_\_  
[Vacant]

ATTEST:

\_\_\_\_\_  
Cathy Antonelli, Clerk-Treasurer

**EXHIBIT A**

Real Estate Purchase Agreement

[Attached]

**REAL ESTATE PURCHASE AGREEMENT**

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made effective as of the Effective Date (defined below), by and between **1203 SOUTH DIVISION STREET-BRISTOL, LLC**, an Indiana limited liability company ("Seller"), and the **TOWN OF BRISTOL, INDIANA**, an Indiana municipal corporation ("Purchaser").

**RECITALS**

WHEREAS, Purchaser is an incorporated municipality authorized to acquire real property as provided under Indiana Code § 36-1-4-5 and is obligated to make a good faith offer to acquire real property before initiating a condemnation action under Indiana's eminent domain law, Indiana Code 32-24-1-1, et seq.; and

WHEREAS, Purchaser desires to purchase and acquire from Seller, and Seller desires to sell and convey to Purchaser, certain real estate located in Bristol, Indiana pursuant to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants, agreements, and representations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. **Purchase and Sale.** Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and acquire from Seller, the real property consistently of approximately 6.79 acres and generally located at Maple Street, Bristol, Indiana (Parcel Key Number 20-03-27-451-012.000-031), as more particularly depicted on **Exhibit A** and legally described on **Exhibit B**, each attached hereto and made a part hereof, together with all rights and title Seller has to all fixtures, easements, appurtenances, hereditaments, rights, powers, privileges, and other improvements thereon and/or appurtenant thereto (collectively, the "Real Estate").

2. **Purchase Price.** The purchase price for the Real Estate shall be Five Hundred Thousand Dollars (\$500,000.00) net to Seller (the "Purchase Price"). At the Closing, Purchaser shall pay to Seller the Purchase Price, and any expenses for which this Agreement provides.

3. **Closing.** Subject to all other terms and conditions set forth in this Agreement, the transaction shall be closed, and the Deed (as defined in Section 4) and all other closing papers shall be executed and delivered (the "Closing"), on the date which is fifteen (15) days after: (a) the expiration of the Due Diligence Period, as the same may be extended as provided herein, or (b) the exact date of Closing to be specified by Purchaser by notifying Seller at least seven (7) days prior to Closing (the "Closing Date"). Closing shall take place at the office of Near North Title Group (the "Title Company"), who is insuring this transaction, or at such other place as the parties may mutually agree upon in writing or via the mail/in escrow, and may be extended if both parties hereto agree in writing to such extension.

4. **Obligations at Closing.** At Closing, Seller shall deliver: (a) a fully executed

General Warranty Deed (“Deed”) reasonably acceptable to Purchaser conveying and warranting to Purchaser good, indefeasible, and marketable fee simple title to the Real Estate, free and clear of any and all liens, leases, mortgages, pledges, security interests, conditional sales agreements, charges, claims, options, and other encumbrances of any kind or nature whatsoever (collectively, the “Encumbrances”), except for real estate taxes which are a lien on the Real Estate but are not yet due and payable and the Permitted Exceptions (as defined in Section 8(d) herein); (b) an executed Vendor’s Affidavit in form and substance reasonably satisfactory to the Title Company and Purchaser and sufficient to cause the removal of the general exceptions from the Owner’s Title Policy (as defined in Section 8(d) herein); (c) an executed Non-Foreign Affidavit in form required by the Internal Revenue Code and reasonably satisfactory to the Title Company; (d) an executed counterpart signature to the Indiana Sales Disclosure Form, as prepared by the Title Company; (e) an executed counterpart signature to the Closing Settlement Statement, as prepared by the Title Company; and (f) any and all other documents contemplated by this Agreement or appropriate to consummate the sale of the Real Estate or reasonably requested by Purchaser or the Title Company.

At Closing, Purchaser shall deliver: (i) the Purchase Price, net to Seller; (ii) an executed counterpart signature to the Indiana Sales Disclosure Form, as prepared by the Title Company; (iii) an executed counterpart signature to the Closing Settlement Statement, as prepared by the Title Company; and (iv) any and all other documents contemplated by this Agreement, or appropriate to consummate the purchase of the Real Estate or reasonably requested by Seller or the Title Company. All documents to be executed and delivered at Closing shall be prepared by Purchaser’s legal counsel, except those documents to be prepared by the Title Company, and all documents shall be in form and substance reasonably satisfactory to Purchaser and Seller.

5. **Closing Costs.** In addition to the other costs set forth herein, at Closing, Seller shall be obligated to pay the following: (a) all costs of obtaining and recording releases of existing Encumbrances (as defined herein).

At Closing, Purchaser shall be obligated to pay the following: (i) all expenses incident to Purchaser’s financing with respect to the Real Estate, if any; (ii) the cost of title work (including, without limitation, the title search/examination, Title Commitment (as defined in Section 8(d) herein), the Owner’s Title Policy, and any endorsements thereto required by the Title Company), and the Survey; (iii) the cost of all recording and filing fees in connection with the purchase of the Real Estate (i.e., the Deed); (iv) One Hundred Percent (100%) of any closing fees, including the Brokerage Fee; (v) the cost of any endorsements to the Owner’s Title Policy requested by Purchaser or any lender of Purchaser; (vi) all Environmental Assessments and related costs; and (vii) all prorations and/or credits to which Seller is entitled hereunder. Except as otherwise set forth herein, Purchaser and Seller shall each be responsible for all of their own respective costs and expenses, including attorneys’ fees, incurred in connection with this transaction.

6. **Possession.** Complete and exclusive possession of the Real Estate shall be delivered by Seller to Purchaser on the Closing Date, subject only to the Permitted Exceptions.

7. **Taxes.** Purchaser assumes and agrees to pay all assessments on the Real Estate which become due and payable after the Closing Date and its pro rata portion of the real estate taxes with respect to the Real Estate assessed for and becoming a lien during the calendar year in which Closing occurs (based upon the number of days remaining in such calendar year beginning

on the day after the Closing Date). At Closing, Seller shall pay both installments of real estate taxes due and payable during the calendar year in which Closing occurs, and its pro rata portion of the real estate taxes assessed for and becoming a lien during the calendar year in which Closing occurs (based upon the number of days in such calendar year prior to and including the Closing Date). An amount equal to one hundred percent (100%) of the most recent tax rate and assessed values shall be used for the purposes of the prorations under this Section 7 if the applicable tax rate and assessed values have not been set. Any taxes or assessments which are assumed by Purchaser and which are not due and payable at the time of Closing may be allowed to Purchaser, at Purchaser's option, as a credit against the Purchase Price at Closing, and Seller shall not be further liable for such taxes or assessments if Purchaser elects such credit.

8. **Conditions of Performance.** Purchaser shall have from the Effective Date of this Agreement until the earlier of (i) the date upon which Purchaser gives Seller written notice of the Closing as provided for in Section 3 or (ii) a period of seventy-five (75) days from the Effective Date (the "Due Diligence Period") to perform and complete its due diligence of the Real Estate. Purchaser's obligations under this Agreement shall be contingent upon the timely and complete satisfaction, in Purchaser's sole discretion, of the following conditions, unless such conditions are waived in writing by Purchaser:

(a) Approval. Prior to the Closing Date, Purchaser's governing body (the Bristol Town Council) shall have given formal approval of Purchaser's purchase of the Real Estate for the Purchase Price in accordance with the terms set forth herein, and Purchaser shall have determined to its satisfaction that all conditions of Indiana Code §§ 36-1-10.5, et seq. and/or 32-24-1-1, et seq., as applicable, have been satisfied.

(b) Survey. Purchaser may, at its sole cost and expense, order and deliver a current survey of the Real Estate (the "Survey") satisfactory to Purchaser, conforming to the Minimum Detail Standards for an American Land Title Survey, certified to Purchaser, any lender to Purchaser, and the Title Company, as of a current date by an Indiana registered land surveyor. The acreage and the description of the Premises prepared as part of the Survey may be substituted as the legal description on Exhibit B hereto, and shall be fully incorporated herein as though an original part hereof.

(c) Condition of the Real Estate. Within ten (10) days of the Effective Date, Seller shall deliver to Purchaser copies of all existing surveys, title work, condition reports, environmental assessments (including any prior assessments performed by prospective purchasers of the Real Estate), and all other reports and information relevant to the Real Estate of which Seller has in its possession or control. During the Due Diligence Period, Purchaser, or its designated representatives, may conduct tests and inspections of the Real Estate, including, but not limited to, soil, surface, and sub-surface tests, utility, exterior and other assessments, and reviews of building and construction plans and warranties and maintenance records, at Purchaser's option and expense, to determine that the general state and/or condition of the Real Estate, and each and every part thereof, in Purchaser's sole discretion. The parties hereby agree to cooperate with the other party with regard to any on-site investigation of the Real Estate, and Seller hereby grants Purchaser the right to enter upon and access the Real Estate to perform any such investigations. In the course of its investigation, Purchaser may make inquiries to third parties, including, without limitation,

lenders, tenants, contractors, and municipal, local, and other government officials and representatives, and Seller hereby consents to such inquiries. Purchaser will restore the Real Estate to the condition that existed prior to such investigation, normal wear and tear excepted, in the event that Purchaser does not close this transaction. Purchaser agrees to indemnify and hold Seller harmless from any personal injury or property damage caused by Purchaser or its designated representatives arising out of or related to Purchaser's entry upon the Real Estate.

(d) Title Insurance. Purchaser may obtain an ALTA commitment (the "Title Commitment") for an owner's policy of title insurance (the "Owner's Title Policy"), in which the Title Company shall agree to insure good, merchantable and marketable fee simple title to the Real Estate in the amount of the Purchase Price and in the name of Purchaser, subject only to covenants, conditions, easements, encumbrances, and restrictions identified in the Title Commitment and approved or accepted by Purchaser ("Permitted Exceptions"), upon execution and delivery of the Deed from Seller to Purchaser. Upon Purchaser's request, legible copies of all recorded instruments affecting the Real Estate or recited as exceptions in the Title Commitment shall also be delivered to Purchaser by Seller.

(e) Exceptions to Survey Title Commitment. Within thirty (30) days after receipt of the Survey and Title Commitment ("Title Period"), Purchaser shall give Seller written notice (the "Title Notice") of any objections to any exceptions or items contained in the Survey or Title Commitment and the standard exceptions set forth in Schedule B of the Title Commitment (the "Unpermitted Exceptions"). Any exceptions to title set forth in the Title Commitment or Survey and not objected to by Purchaser as aforesaid shall be deemed "Permitted Exceptions" hereunder. If Purchaser fails to deliver to Seller its Title Notice prior to the expiration of the Title Period, all matters, exceptions and items disclosed by or set forth in the Survey and Title Commitment shall thereafter be deemed to be additional Permitted Exceptions. If, however, Purchaser timely delivers its Title Notice to Seller, Seller shall have the right, but not the obligation, to attempt to cure such Unpermitted Exceptions within thirty (30) days from the receipt of the Title Notice. Seller shall be deemed to have cured such Unpermitted Exceptions if Seller causes the Title Company to remove, insure or endorse over such Unpermitted Exceptions. If, within the time frame set forth above or such longer period of time agreed to by Purchaser, Seller does not cause the Unpermitted Exceptions to be removed from the Title Commitment or insured over, then a condition to the performance by Purchaser of its obligations hereunder shall be deemed not to have been fulfilled, entitling Purchaser, as its sole right on account thereof to elect either to (i) terminate this Agreement by giving Seller written notice thereof, or (ii) accept the conveyance of the Real Estate subject to such Unpermitted Exceptions, in which case this Agreement shall remain in effect, and such Unpermitted Exceptions shall be deemed "Permitted Exceptions".

(f) Environmental Assessment. Purchaser may conduct, at Purchaser's sole cost and expense, any environmental assessments and/or investigations of the Real Estate, including, but not limited to, a Phase I and Phase II Environmental Site Assessments (hereinafter collectively referred to as the "Environmental Assessments"), to determine that there is no evidence of any contamination of the Real Estate by any hazardous or special

wastes, substances, materials, constituents, pollutants or contaminants (as defined by federal, state or local laws, statutes, ordinances, rules or regulations) and that there are no conditions existing on the Real Estate (as of the date of such assessment and/or investigation) that are unacceptable to Purchaser or which may give rise to any future civil, criminal or administrative environmental proceedings or investigations with respect to the Real Estate or Purchaser's intended use of the Real Estate or that require remediation or other curative actions. If it is determined that any environmental remediation and/or clean-up of the Real Estate is necessary and/or Purchaser disapproves of any matters indicated or disclosed in the Environmental Assessment, (i) Seller and Purchaser may enter into a separate agreement which addresses the remediation of the Real Estate and the costs therefor, or (ii) Purchaser may terminate this Agreement prior to the expiration of the Due Diligence Period. Any environmental investigations of the Real Estate conducted or caused to be conducted by Purchaser and all reports therefore or related thereto shall remain the possession of Purchaser at all times and may only be relied upon by Purchaser.

(g) Litigation and Representations. As of Closing, no action or proceeding before a court or other governmental agency or officer shall be pending and/or threatened that would impair, in a material manner, the value of the Real Estate or Seller's or Purchaser's ability to undertake and/or complete the transaction contemplated by this Agreement or Purchaser's intended use of the Real Estate. As of Closing, Seller's representations, warranties, and covenants set forth hereinafter in Section 10 shall be true and accurate.

9. Nonperformance. In the event that one or more of the conditions set forth in Section 8 above are not timely and/or completely satisfied within the time frames set forth therein, in Purchaser's sole discretion, or waived by Purchaser, and Purchaser notifies Seller of such prior to the expiration of the Due Diligence Period, Purchaser may terminate this Agreement and all of its obligations hereunder by written notice to Seller, in which event Purchaser and Seller shall no longer have any obligation hereunder to the other party, except for those obligations that expressly survive the termination of this Agreement.

10. Representations of Seller. Seller covenants, represents, and warrants to Purchaser that, both as of the Effective Date and as of the Closing Date:

(a) Seller has good, indefeasible, and marketable fee simple title to the Real Estate, subject to no Encumbrances other than the Permitted Exceptions;

(b) This Agreement has been duly executed and delivered by Seller, and constitutes the legal, valid, and binding obligation of Seller, enforceable in accordance with its terms, and this Agreement does not violate any other agreement, oral or written, which may exist with respect to the Real Estate;

(c) Seller has the full right, power, and authority to enter into this Agreement and to consummate the transaction contemplated herein;

(d) Seller has not received any written notice and is not otherwise aware of any existing and/or uncorrected violation of any fire, zoning, building, environmental, or health

law, ordinance, order, or regulation or any other federal, state, or local law, ordinance, order, or regulation affecting the Real Estate;

(e) There is no action, suit, litigation, or proceeding of any nature pending or threatened against or affecting the Real Estate, or any portion thereof, by any third party, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, agency, or other governmental instrumentality;

(f) No condemnation or other taking by eminent domain of the Real Estate or any portion thereof has been instituted, Seller has not received any notice of taking or condemnation or intent to take or condemn all or any portion of the Real Estate, and there are no pending or threatened condemnation or eminent domain proceedings (or proceedings in the nature or in lieu thereof) affecting or relating to the Real Estate or any portion thereof or its use;

(g) Seller has not engaged in any activity, nor has it taken or failed to take any action, which has resulted in the violation of any federal, state, or local or other law, statute, rule, regulation, ordinance, requirement, or common law duty or obligation that may be reasonably expected to cause a material adverse effect on the Real Estate;

(h) At Closing, there will be no unsatisfied loans or other Encumbrances with respect to or against the Real Estate or appearing on the Owner's Title Policy, except for Permitted Exceptions;

(i) No work has been performed or materials furnished by or on Seller's behalf or request on or with respect to the Real Estate which could give rise to a mechanic's or materialmen's lien against the Real Estate;

(j) There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or any other debtor relief laws contemplated by or pending or threatened against Seller or the Real Estate;

(k) No underground or above-ground storage tank(s) is or has ever been located on the Real Estate;

(l) Seller has not caused or permitted any Hazardous Material (as hereinafter defined) to be discharged, released, stored, used, generated, treated, remediated, and/or disposed of on, under, or at the Real Estate or any part thereof in violation of any Environmental Laws (as hereinafter defined), and Seller has no knowledge of any such violation of any Environmental Laws with respect to the Real Estate;

(m) No fact or condition exists which would result in the termination of any existing sewer or other utility facilities serving the Real Estate;

(n) Intentionally Deleted.

(o) No assessments have been made against the Real Estate that are unpaid, whether or not they have become liens, and Seller has not received notification of any

pending or threatened assessments with respect to the Real Estate for the cost of any improvements to the Real Estate or any portion thereof; and

(p) There are no leases, options to purchase or lease, or contracts to purchase, with respect to the Real Estate or any portion thereof, except as provided in this Agreement.

11. **Assignment.** Purchaser may assign this Agreement, or any of its rights hereunder, to any department or agency of the Town of Bristol, Indiana, or to any third party controlling, controlled by, or under common control with, Purchaser, without Seller's prior consent; provided that any such assignment or designation by Purchaser shall be subject to such assignee's assumption in writing of all of Purchaser's obligations hereunder. Purchaser shall not otherwise assign this Agreement or any of its rights hereunder without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

12. **Operation; Risk of Loss; Damage and Condemnation.** Between the Effective Date and Closing, Seller shall (a) operate the Real Estate in all material respects in the same manner in which Seller operated the Real Estate prior to the Effective Date, including, but not limited to, keeping the Real Estate fully insured, and (b) maintain the Real Estate in its present condition and deliver the Real Estate at Closing pursuant to Section 6 herein. Seller shall bear all risk of loss, destruction, and damage to all or any portion of the Real Estate and to persons or property upon the Real Estate prior to Closing. If at any time after the Effective Date, (i) the Real Estate or any portion thereof shall be damaged or destroyed, (ii) the Real Estate shall be condemned, in whole or in part, or (iii) any notice of condemnation shall be given, then Seller shall promptly notify Purchaser of the happening of such event and Purchaser, at its sole option, may terminate this Agreement by written notice to Seller or proceed with Closing. In the event that Purchaser elects to terminate this Agreement, Purchaser and Seller shall no longer have any obligation hereunder to the other party, except for those obligations that expressly survive the termination of this Agreement. If Purchaser elects to proceed with Closing, then Purchaser may accept an assignment of the proceeds of any condemnation award granted to or any insurance policy held by Seller or apply the same to reduce the Purchase Price.

13. **Prior Liabilities.** Purchaser expressly shall not assume any liabilities or responsibilities in any way arising from or in connection with the Real Estate prior to the Closing Date, including but not limited to any liabilities arising from Seller's ownership of the Real Estate and/or arising under any and all federal, state and local statutes, laws, regulations, ordinances, orders, policies or decrees and the like, whether now existing or subsequently enacted or amended, relating to public health or safety, pollution or protection of human health or the environment, including natural resources, including but not limited to the Clean Air Act, 42 U.S.C. § 7401 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., the Resource Conservation Recovery Act, 42 U.S.C. § 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 11001 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq., and any similar and implementing federal, state and local laws, regulations and court and administrative orders, including all consent orders (collectively, the "Environmental Laws") which govern (a) the existence, clean-up, removal and/or remedy of contamination or

threat of contamination on or about or emanating from the Real Estate, (b) the emission or discharge of Hazardous Materials (as defined herein) or contaminants including, but not limited to, polychlorinated biphenyls, gasoline, oil, diesel fuel or other petroleum products or constituents thereof into the environment, (c) the control of Hazardous Materials or contaminants, (d) the use, generation, transport, treatment, storage, disposal, removal, recycling, handling or recovery of Hazardous Materials, (e) the existence, clean-up, removal and/or remediation of any asbestos, or (f) the installation, existence, maintenance, monitoring, removal, or remediation arising from any underground storage tanks or above ground storage tanks (hereinafter collectively referred to as the "Prior Liabilities"). "Hazardous Materials" shall mean any substance, pollutant, contaminant, material, water, gas or particulate matter which is regulated by local, state or federal governmental authority including, but not limited to, any material or substance which is (i) defined as a hazardous waste, hazardous material, hazardous substance, extremely hazardous waste, or restricted hazardous water under any provision of an Environmental Law, (ii) petroleum and petroleum products, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the CWA, (vii) defined as a "hazardous waste" pursuant to Section 1004 of RCRA, or (viii) defined as a "hazardous substance" pursuant to Section 101 of CERCLA.

14. **Authority.** Each of the persons executing this Agreement on behalf of Purchaser and Seller represents and certifies that: (a) he or she is empowered and authorized by all necessary action of Purchaser and Seller, respectively, to execute and deliver this Agreement; (b) he or she has full capacity, power, and authority to enter into and carry out this Agreement; and (c) the execution, delivery, and performance of this Agreement have been authorized by, and this Agreement is the legal, valid, and binding obligation of, Purchaser and Seller, respectively.

15. **Notices.** All notices, requests, and other communications hereunder shall be in writing and shall be deemed to have been duly given if (a) delivered by hand and receipted for; (b) sent by certified United States Mail, return receipt requested, postage pre-paid; or (c) delivered by receipted overnight delivery service, as follows:

If to Seller: 1203 South Division Street-Bristol, LLC  
Attn: Timothy Dugle, Member  
1203 S. Division Street  
Bristol, Indiana 46507

If to Purchaser: Town of Bristol, Indiana  
303 E. Vistula Street  
Bristol, IN 46507  
Attention: Town Manager

With a copy (which shall not constitute notice) to: Krieg DeVault LLP  
4101 Edison Lakes Parkway, Suite 100  
Mishawaka, IN 46545  
Attn: Alex C. Bowman, Esq.

or such substituted address or person as either party has given to the other in writing. All such notices, requests, and other communications shall be effective upon the earlier of actual receipt or (i) if delivered by hand, when delivered; (ii) if mailed in the manner provided herein, three (3) business days after deposit with the United States Postal Service; and (iii) if delivered by overnight express delivery service, on the next business day after deposit with such service.

16. **Remedies.** Seller agrees that money damages are not an adequate remedy for Seller's default or breach of this Agreement, and therefore Purchaser shall have, in addition to any other remedies provided for herein, the remedy of specific performance to enforce the terms hereof. In the event of default hereunder by Seller or a breach of this Agreement by Seller at any time prior to Closing, then the following remedies shall be available to Purchaser: (a) Purchaser shall have the right to terminate this Agreement by giving written notice of such termination to Seller, and Purchaser and Seller shall have no further obligation hereunder to the other party, except for those obligations that expressly survive the termination of this Agreement; (b) Purchaser may elect to seek specific performance of this Agreement; and/or (c) Purchaser may seek any other available remedy at law or in equity. Purchaser's remedies are cumulative and are not mutually exclusive. Seller's sole and exclusive remedy for default or breach of this Agreement by Purchaser; provided that such default or breach by Purchaser shall have remained uncured for thirty (30) days after receiving written notice thereof from Seller, shall be the right to terminate this Agreement by giving written notice of such termination to Purchaser.

17. **Brokers.** Seller and Purchaser each represent and warrant to the other that Seller has dealt with a broker, Robert James Inc., James Skillen, President, with respect to this Agreement, and Purchaser has not been represented by a broker. Purchaser agrees to pay \$10,000 to Robert James Inc. as part of the closing costs (the "**Broker Fee**"). Seller agrees to indemnify and hold harmless Purchaser against any loss, liability, damage, cost, expense or claim incurred by reason of any brokerage commission in excess of the Broker Fee alleged to be payable because of any act, omission or statement of Seller. Such indemnity obligation shall be deemed to include the payment of reasonable attorney's fees and court costs incurred in defending any such claim.

18. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, representatives, successors, and assigns. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, except as provided above, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

19. **Indemnification by Seller.** Seller shall indemnify, defend, and hold harmless Purchaser and its affiliates, officers, directors, employees, members, agents, attorneys, and representatives from and against any loss, damage, claim, cost or expense (including, without limitation, reasonable attorneys' fees), liens, or other obligations of any nature whatsoever (collectively, "**Losses**"), arising out of or based upon any breach by Seller of any of its representations, warranties, covenants or agreements set forth in this Agreement, or any Prior Liabilities.

20. **Entire Agreement.** This Agreement supersedes all other prior understandings, commitments, representations, negotiations, discussions, and agreements, whether oral or written, express or implied, between the parties hereto relating to the matters contemplated hereby and

constitutes the entire agreement between the parties hereto relating to the subject matter hereof.

21. **Amendment.** This Agreement may not be amended, modified, or supplemented, except by a written agreement executed by both Purchaser and Seller.

22. **Headings.** The headings contained in this Agreement have been inserted and used solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

23. **Severability.** In case any one or more of the provisions (or any portion thereof) contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions (or any portion thereof) had never been contained herein.

24. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to its conflict of law provisions, principles, or rules.

25. **Waiver.** The parties hereto may, by a writing signed by such waiving party, waive the performance by any other party of any of the provisions to be performed by such party under this Agreement. The failure of any party hereto at any time to insist upon the strict performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of such provision at a future time. The waiver by any party hereto of a breach of or noncompliance with any provision of this Agreement shall not operate or be construed as a continuing waiver or a waiver of any other or subsequent breach or noncompliance hereunder.

26. **Time.** Time for the performance of this Agreement and the obligations of the parties hereunder is of the essence. If the time period by which any right, option, or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which Closing must be held, occurs, or expires on a Saturday, Sunday, or federal holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

27. **Attorneys' Fees / Jurisdiction.** Except as set forth herein, each party shall bear its own costs and attorneys' fees in connection with the negotiation and execution of this Agreement. However, in the event litigation is needed to enforce this Agreement, the prevailing party, whether by lawsuit or settlement before or after any lawsuit is filed or any other means (including, but not limited to, mediation or arbitration), shall be entitled to recover its costs, expenses, and reasonable attorneys' fees incurred in the enforcement of this Agreement, including enforcing it as a defense and such suit or proceeding shall be brought in the state courts of Elkhart County, Indiana, and the parties shall submit to the exclusive jurisdiction of such courts and waive any and all jurisdictional, venue and inconvenient forum objections to such courts.

28. **Construction.** This Agreement is the product of negotiation by the parties hereto and shall be deemed to have been drafted by such parties. This Agreement shall be construed in accordance with the fair meaning of its provisions and its language shall not be strictly construed

against, nor shall ambiguities be resolved against, either party.

29. **Review and Consultation.** Each of the parties hereto hereby acknowledges and agrees that each (a) has read this Agreement in its entirety prior to executing it, (b) understands the provisions and effects of this Agreement, and (c) has consulted with such attorneys, accountants, Real Estate Broker, and financial and other advisors deemed appropriate in connection with its respective execution of this Agreement.

30. **Counterparts.** This Agreement may be executed in counterparts, by Electronic Means (as defined below), each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument, notwithstanding that all the parties have not signed the original or the same counterpart. Any counterpart hereof signed by the party against whom enforcement of this Agreement is sought shall be admissible into evidence as an original hereof to prove the contents hereof. Moreover, the parties hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by e-mail or a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology) ("Electronic Means"), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that: (a) to the extent a party signs this Agreement using electronic signature technology, by clicking "SIGN", such party is signing this Agreement electronically; and (b) the electronic signatures appearing on this Agreement shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

31. **Exclusive Dealing.** After the execution of this Agreement and until the termination of this Agreement, if and as applicable, Seller shall not, directly or indirectly, through any representative or otherwise, solicit or entertain offers from, negotiate with, enter into a proposal, option, or purchase agreement with or in any manner encourage, discuss, accept, or consider any proposal, of any other party relating to the purchase of the Real Estate, in whole or in part.


32. **Effective Date.** The Effective Date of this Agreement shall be the last date signed by a party hereto as evidenced in the signature page to this Agreement.

[Remainder of page intentionally blank; signature pages follow]

IN WITNESS WHEREOF; the parties hereto have executed this Real Estate Purchase Agreement to be effective as of the Effective Date.

**SELLER:**

**1203 SOUTH DIVISION STREET-  
BRISTOL, LLC,**  
an Indiana limited liability company

By: 

Name: Tim Deagle

Its: member

**PURCHASER:**

**TOWN OF BRISTOL, INDIANA**

By: \_\_\_\_\_  
Jeff Beachy, Town Council President

ATTEST:

\_\_\_\_\_  
Clerk-Treasurer

**EXHIBIT A**

**LEGAL DESCRIPTION OF LAND**

A part of the West half of the Southeast Quarter of Section 27, Township 38 North, Range 6 East, in Washington Township, Elkhart County, Indiana, more particularly described as follows:

Assuming the East line of said half of said Quarter Section to have a bearing of due North and South and beginning at the Southeast corner of said half of said Quarter Section; thence due North along the East line of said half of said Quarter Section, 455.83 feet; thence North 89 degrees 27 minutes 22 seconds West, 675 feet; thence due South parallel with the East line of said half of said Quarter Section, 457.13 feet to the South line of said Quarter Section; thence South 89 degrees 34 minutes East along the South line of said Quarter Section, 674.99 feet to the place of beginning of this description.

Tax ID No. 20-03-27-451-012.000-031

**EXHIBIT B**  
**DEPICTION OF LAND**



**REAL ESTATE PURCHASE AGREEMENT**

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made effective as of the Effective Date (defined below), by and between **1203 SOUTH DIVISION STREET-BRISTOL, LLC**, an Indiana limited liability company ("Seller"), and the **TOWN OF BRISTOL, INDIANA**, an Indiana municipal corporation ("Purchaser").

**RECITALS**

WHEREAS, Purchaser is an incorporated municipality authorized to acquire real property as provided under Indiana Code § 36-1-4-5 and is obligated to make a good faith offer to acquire real property before initiating a condemnation action under Indiana's eminent domain law, Indiana Code 32-24-1-1, et seq.; and

WHEREAS, Purchaser desires to purchase and acquire from Seller, and Seller desires to sell and convey to Purchaser, certain real estate located in Bristol, Indiana pursuant to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants, agreements, and representations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. **Purchase and Sale.** Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and acquire from Seller, the real property consistently of approximately 6.79 acres and generally located at Maple Street, Bristol, Indiana (Parcel Key Number 20-03-27-451-012.000-031), as more particularly depicted on **Exhibit A** and legally described on **Exhibit B**, each attached hereto and made a part hereof, together with all rights and title Seller has to all fixtures, easements, appurtenances, hereditaments, rights, powers, privileges, and other improvements thereon and/or appurtenant thereto (collectively, the "Real Estate").

2. **Purchase Price.** The purchase price for the Real Estate shall be Five Hundred Thousand Dollars (\$500,000.00) net to Seller (the "Purchase Price"). At the Closing, Purchaser shall pay to Seller the Purchase Price, and any expenses for which this Agreement provides.

3. **Closing.** Subject to all other terms and conditions set forth in this Agreement, the transaction shall be closed, and the Deed (as defined in Section 4) and all other closing papers shall be executed and delivered (the "Closing"), on the date which is fifteen (15) days after: (a) the expiration of the Due Diligence Period, as the same may be extended as provided herein, or (b) the exact date of Closing to be specified by Purchaser by notifying Seller at least seven (7) days prior to Closing (the "Closing Date"). Closing shall take place at the office of Near North Title Group (the "Title Company"), who is insuring this transaction, or at such other place as the parties may mutually agree upon in writing or via the mail/in escrow, and may be extended if both parties hereto agree in writing to such extension.

4. **Obligations at Closing.** At Closing, Seller shall deliver: (a) a fully executed

General Warranty Deed (“Deed”) reasonably acceptable to Purchaser conveying and warranting to Purchaser good, indefeasible, and marketable fee simple title to the Real Estate, free and clear of any and all liens, leases, mortgages, pledges, security interests, conditional sales agreements, charges, claims, options, and other encumbrances of any kind or nature whatsoever (collectively, the “Encumbrances”), except for real estate taxes which are a lien on the Real Estate but are not yet due and payable and the Permitted Exceptions (as defined in Section 8(d) herein); (b) an executed Vendor’s Affidavit in form and substance reasonably satisfactory to the Title Company and Purchaser and sufficient to cause the removal of the general exceptions from the Owner’s Title Policy (as defined in Section 8(d) herein); (c) an executed Non-Foreign Affidavit in form required by the Internal Revenue Code and reasonably satisfactory to the Title Company; (d) an executed counterpart signature to the Indiana Sales Disclosure Form, as prepared by the Title Company; (e) an executed counterpart signature to the Closing Settlement Statement, as prepared by the Title Company; and (f) any and all other documents contemplated by this Agreement or appropriate to consummate the sale of the Real Estate or reasonably requested by Purchaser or the Title Company.

At Closing, Purchaser shall deliver: (i) the Purchase Price, net to Seller; (ii) an executed counterpart signature to the Indiana Sales Disclosure Form, as prepared by the Title Company; (iii) an executed counterpart signature to the Closing Settlement Statement, as prepared by the Title Company; and (iv) any and all other documents contemplated by this Agreement, or appropriate to consummate the purchase of the Real Estate or reasonably requested by Seller or the Title Company. All documents to be executed and delivered at Closing shall be prepared by Purchaser’s legal counsel, except those documents to be prepared by the Title Company, and all documents shall be in form and substance reasonably satisfactory to Purchaser and Seller.

5. **Closing Costs.** In addition to the other costs set forth herein, at Closing, Seller shall be obligated to pay the following: (a) all costs of obtaining and recording releases of existing Encumbrances (as defined herein).

At Closing, Purchaser shall be obligated to pay the following: (i) all expenses incident to Purchaser’s financing with respect to the Real Estate, if any; (ii) the cost of title work (including, without limitation, the title search/examination, Title Commitment (as defined in Section 8(d) herein), the Owner’s Title Policy, and any endorsements thereto required by the Title Company), and the Survey; (iii) the cost of all recording and filing fees in connection with the purchase of the Real Estate (i.e., the Deed); (iv) One Hundred Percent (100%) of any closing fees, including the Brokerage Fee; (v) the cost of any endorsements to the Owner’s Title Policy requested by Purchaser or any lender of Purchaser; (vi) all Environmental Assessments and related costs; and (vii) all prorations and/or credits to which Seller is entitled hereunder. Except as otherwise set forth herein, Purchaser and Seller shall each be responsible for all of their own respective costs and expenses, including attorneys’ fees, incurred in connection with this transaction.

6. **Possession.** Complete and exclusive possession of the Real Estate shall be delivered by Seller to Purchaser on the Closing Date, subject only to the Permitted Exceptions.

7. **Taxes.** Purchaser assumes and agrees to pay all assessments on the Real Estate which become due and payable after the Closing Date and its pro rata portion of the real estate taxes with respect to the Real Estate assessed for and becoming a lien during the calendar year in which Closing occurs (based upon the number of days remaining in such calendar year beginning

on the day after the Closing Date). At Closing, Seller shall pay both installments of real estate taxes due and payable during the calendar year in which Closing occurs, and its pro rata portion of the real estate taxes assessed for and becoming a lien during the calendar year in which Closing occurs (based upon the number of days in such calendar year prior to and including the Closing Date). An amount equal to one hundred percent (100%) of the most recent tax rate and assessed values shall be used for the purposes of the prorations under this Section 7 if the applicable tax rate and assessed values have not been set. Any taxes or assessments which are assumed by Purchaser and which are not due and payable at the time of Closing may be allowed to Purchaser, at Purchaser's option, as a credit against the Purchase Price at Closing, and Seller shall not be further liable for such taxes or assessments if Purchaser elects such credit.

8. **Conditions of Performance.** Purchaser shall have from the Effective Date of this Agreement until the earlier of (i) the date upon which Purchaser gives Seller written notice of the Closing as provided for in Section 3 or (ii) a period of seventy-five (75) days from the Effective Date (the "Due Diligence Period") to perform and complete its due diligence of the Real Estate. Purchaser's obligations under this Agreement shall be contingent upon the timely and complete satisfaction, in Purchaser's sole discretion, of the following conditions, unless such conditions are waived in writing by Purchaser:

(a) Approval. Prior to the Closing Date, Purchaser's governing body (the Bristol Town Council) shall have given formal approval of Purchaser's purchase of the Real Estate for the Purchase Price in accordance with the terms set forth herein, and Purchaser shall have determined to its satisfaction that all conditions of Indiana Code §§ 36-1-10.5, et seq. and/or 32-24-1-1, et seq., as applicable, have been satisfied.

(b) Survey. Purchaser may, at its sole cost and expense, order and deliver a current survey of the Real Estate (the "Survey") satisfactory to Purchaser, conforming to the Minimum Detail Standards for an American Land Title Survey, certified to Purchaser, any lender to Purchaser, and the Title Company, as of a current date by an Indiana registered land surveyor. The acreage and the description of the Premises prepared as part of the Survey may be substituted as the legal description on Exhibit B hereto, and shall be fully incorporated herein as though an original part hereof.

(c) Condition of the Real Estate. Within ten (10) days of the Effective Date, Seller shall deliver to Purchaser copies of all existing surveys, title work, condition reports, environmental assessments (including any prior assessments performed by prospective purchasers of the Real Estate), and all other reports and information relevant to the Real Estate of which Seller has in its possession or control. During the Due Diligence Period, Purchaser, or its designated representatives, may conduct tests and inspections of the Real Estate, including, but not limited to, soil, surface, and sub-surface tests, utility, exterior and other assessments, and reviews of building and construction plans and warranties and maintenance records, at Purchaser's option and expense, to determine that the general state and/or condition of the Real Estate, and each and every part thereof, in Purchaser's sole discretion. The parties hereby agree to cooperate with the other party with regard to any on-site investigation of the Real Estate, and Seller hereby grants Purchaser the right to enter upon and access the Real Estate to perform any such investigations. In the course of its investigation, Purchaser may make inquiries to third parties, including, without limitation,

lenders, tenants, contractors, and municipal, local, and other government officials and representatives, and Seller hereby consents to such inquiries. Purchaser will restore the Real Estate to the condition that existed prior to such investigation, normal wear and tear excepted, in the event that Purchaser does not close this transaction. Purchaser agrees to indemnify and hold Seller harmless from any personal injury or property damage caused by Purchaser or its designated representatives arising out of or related to Purchaser's entry upon the Real Estate.

(d) Title Insurance. Purchaser may obtain an ALTA commitment (the "Title Commitment") for an owner's policy of title insurance (the "Owner's Title Policy"), in which the Title Company shall agree to insure good, merchantable and marketable fee simple title to the Real Estate in the amount of the Purchase Price and in the name of Purchaser, subject only to covenants, conditions, easements, encumbrances, and restrictions identified in the Title Commitment and approved or accepted by Purchaser ("Permitted Exceptions"), upon execution and delivery of the Deed from Seller to Purchaser. Upon Purchaser's request, legible copies of all recorded instruments affecting the Real Estate or recited as exceptions in the Title Commitment shall also be delivered to Purchaser by Seller.

(e) Exceptions to Survey Title Commitment. Within thirty (30) days after receipt of the Survey and Title Commitment ("Title Period"), Purchaser shall give Seller written notice (the "Title Notice") of any objections to any exceptions or items contained in the Survey or Title Commitment and the standard exceptions set forth in Schedule B of the Title Commitment (the "Unpermitted Exceptions"). Any exceptions to title set forth in the Title Commitment or Survey and not objected to by Purchaser as aforesaid shall be deemed "Permitted Exceptions" hereunder. If Purchaser fails to deliver to Seller its Title Notice prior to the expiration of the Title Period, all matters, exceptions and items disclosed by or set forth in the Survey and Title Commitment shall thereafter be deemed to be additional Permitted Exceptions. If, however, Purchaser timely delivers its Title Notice to Seller, Seller shall have the right, but not the obligation, to attempt to cure such Unpermitted Exceptions within thirty (30) days from the receipt of the Title Notice. Seller shall be deemed to have cured such Unpermitted Exceptions if Seller causes the Title Company to remove, insure or endorse over such Unpermitted Exceptions. If, within the time frame set forth above or such longer period of time agreed to by Purchaser, Seller does not cause the Unpermitted Exceptions to be removed from the Title Commitment or insured over, then a condition to the performance by Purchaser of its obligations hereunder shall be deemed not to have been fulfilled, entitling Purchaser, as its sole right on account thereof to elect either to (i) terminate this Agreement by giving Seller written notice thereof, or (ii) accept the conveyance of the Real Estate subject to such Unpermitted Exceptions, in which case this Agreement shall remain in effect, and such Unpermitted Exceptions shall be deemed "Permitted Exceptions".

(f) Environmental Assessment. Purchaser may conduct, at Purchaser's sole cost and expense, any environmental assessments and/or investigations of the Real Estate, including, but not limited to, a Phase I and Phase II Environmental Site Assessments (hereinafter collectively referred to as the "Environmental Assessments"), to determine that there is no evidence of any contamination of the Real Estate by any hazardous or special

wastes, substances, materials, constituents, pollutants or contaminants (as defined by federal, state or local laws, statutes, ordinances, rules or regulations) and that there are no conditions existing on the Real Estate (as of the date of such assessment and/or investigation) that are unacceptable to Purchaser or which may give rise to any future civil, criminal or administrative environmental proceedings or investigations with respect to the Real Estate or Purchaser's intended use of the Real Estate or that require remediation or other curative actions. If it is determined that any environmental remediation and/or clean-up of the Real Estate is necessary and/or Purchaser disapproves of any matters indicated or disclosed in the Environmental Assessment, (i) Seller and Purchaser may enter into a separate agreement which addresses the remediation of the Real Estate and the costs therefor, or (ii) Purchaser may terminate this Agreement prior to the expiration of the Due Diligence Period. Any environmental investigations of the Real Estate conducted or caused to be conducted by Purchaser and all reports therefore or related thereto shall remain the possession of Purchaser at all times and may only be relied upon by Purchaser.

(g) Litigation and Representations. As of Closing, no action or proceeding before a court or other governmental agency or officer shall be pending and/or threatened that would impair, in a material manner, the value of the Real Estate or Seller's or Purchaser's ability to undertake and/or complete the transaction contemplated by this Agreement or Purchaser's intended use of the Real Estate. As of Closing, Seller's representations, warranties, and covenants set forth hereinafter in Section 10 shall be true and accurate.

9. Nonperformance. In the event that one or more of the conditions set forth in Section 8 above are not timely and/or completely satisfied within the time frames set forth therein, in Purchaser's sole discretion, or waived by Purchaser, and Purchaser notifies Seller of such prior to the expiration of the Due Diligence Period, Purchaser may terminate this Agreement and all of its obligations hereunder by written notice to Seller, in which event Purchaser and Seller shall no longer have any obligation hereunder to the other party, except for those obligations that expressly survive the termination of this Agreement.

10. Representations of Seller. Seller covenants, represents, and warrants to Purchaser that, both as of the Effective Date and as of the Closing Date:

- (a) Seller has good, indefeasible, and marketable fee simple title to the Real Estate, subject to no Encumbrances other than the Permitted Exceptions;
- (b) This Agreement has been duly executed and delivered by Seller, and constitutes the legal, valid, and binding obligation of Seller, enforceable in accordance with its terms, and this Agreement does not violate any other agreement, oral or written, which may exist with respect to the Real Estate;
- (c) Seller has the full right, power, and authority to enter into this Agreement and to consummate the transaction contemplated herein;
- (d) Seller has not received any written notice and is not otherwise aware of any existing and/or uncorrected violation of any fire, zoning, building, environmental, or health

law, ordinance, order, or regulation or any other federal, state, or local law, ordinance, order, or regulation affecting the Real Estate;

(e) There is no action, suit, litigation, or proceeding of any nature pending or threatened against or affecting the Real Estate, or any portion thereof, by any third party, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, agency, or other governmental instrumentality;

(f) No condemnation or other taking by eminent domain of the Real Estate or any portion thereof has been instituted, Seller has not received any notice of taking or condemnation or intent to take or condemn all or any portion of the Real Estate, and there are no pending or threatened condemnation or eminent domain proceedings (or proceedings in the nature or in lieu thereof) affecting or relating to the Real Estate or any portion thereof or its use;

(g) Seller has not engaged in any activity, nor has it taken or failed to take any action, which has resulted in the violation of any federal, state, or local or other law, statute, rule, regulation, ordinance, requirement, or common law duty or obligation that may be reasonably expected to cause a material adverse effect on the Real Estate;

(h) At Closing, there will be no unsatisfied loans or other Encumbrances with respect to or against the Real Estate or appearing on the Owner's Title Policy, except for Permitted Exceptions;

(i) No work has been performed or materials furnished by or on Seller's behalf or request on or with respect to the Real Estate which could give rise to a mechanic's or materialmen's lien against the Real Estate;

(j) There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or any other debtor relief laws contemplated by or pending or threatened against Seller or the Real Estate;

(k) No underground or above-ground storage tank(s) is or has ever been located on the Real Estate;

(l) Seller has not caused or permitted any Hazardous Material (as hereinafter defined) to be discharged, released, stored, used, generated, treated, remediated, and/or disposed of on, under, or at the Real Estate or any part thereof in violation of any Environmental Laws (as hereinafter defined), and Seller has no knowledge of any such violation of any Environmental Laws with respect to the Real Estate;

(m) No fact or condition exists which would result in the termination of any existing sewer or other utility facilities serving the Real Estate;

(n) Intentionally Deleted.

(o) No assessments have been made against the Real Estate that are unpaid, whether or not they have become liens, and Seller has not received notification of any

pending or threatened assessments with respect to the Real Estate for the cost of any improvements to the Real Estate or any portion thereof; and

(p) There are no leases, options to purchase or lease, or contracts to purchase, with respect to the Real Estate or any portion thereof, except as provided in this Agreement.

11. **Assignment.** Purchaser may assign this Agreement, or any of its rights hereunder, to any department or agency of the Town of Bristol, Indiana, or to any third party controlling, controlled by, or under common control with, Purchaser, without Seller's prior consent; provided that any such assignment or designation by Purchaser shall be subject to such assignee's assumption in writing of all of Purchaser's obligations hereunder. Purchaser shall not otherwise assign this Agreement or any of its rights hereunder without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

12. **Operation; Risk of Loss; Damage and Condemnation.** Between the Effective Date and Closing, Seller shall (a) operate the Real Estate in all material respects in the same manner in which Seller operated the Real Estate prior to the Effective Date, including, but not limited to, keeping the Real Estate fully insured, and (b) maintain the Real Estate in its present condition and deliver the Real Estate at Closing pursuant to Section 6 herein. Seller shall bear all risk of loss, destruction, and damage to all or any portion of the Real Estate and to persons or property upon the Real Estate prior to Closing. If at any time after the Effective Date, (i) the Real Estate or any portion thereof shall be damaged or destroyed, (ii) the Real Estate shall be condemned, in whole or in part, or (iii) any notice of condemnation shall be given, then Seller shall promptly notify Purchaser of the happening of such event and Purchaser, at its sole option, may terminate this Agreement by written notice to Seller or proceed with Closing. In the event that Purchaser elects to terminate this Agreement, Purchaser and Seller shall no longer have any obligation hereunder to the other party, except for those obligations that expressly survive the termination of this Agreement. If Purchaser elects to proceed with Closing, then Purchaser may accept an assignment of the proceeds of any condemnation award granted to or any insurance policy held by Seller or apply the same to reduce the Purchase Price.

13. **Prior Liabilities.** Purchaser expressly shall not assume any liabilities or responsibilities in any way arising from or in connection with the Real Estate prior to the Closing Date, including but not limited to any liabilities arising from Seller's ownership of the Real Estate and/or arising under any and all federal, state and local statutes, laws, regulations, ordinances, orders, policies or decrees and the like, whether now existing or subsequently enacted or amended, relating to public health or safety, pollution or protection of human health or the environment, including natural resources, including but not limited to the Clean Air Act, 42 U.S.C. § 7401 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., the Resource Conservation Recovery Act, 42 U.S.C. § 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 11001 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq., and any similar and implementing federal, state and local laws, regulations and court and administrative orders, including all consent orders (collectively, the "Environmental Laws") which govern (a) the existence, clean-up, removal and/or remedy of contamination or

threat of contamination on or about or emanating from the Real Estate, (b) the emission or discharge of Hazardous Materials (as defined herein) or contaminants including, but not limited to, polychlorinated biphenyls, gasoline, oil, diesel fuel or other petroleum products or constituents thereof into the environment, (c) the control of Hazardous Materials or contaminants, (d) the use, generation, transport, treatment, storage, disposal, removal, recycling, handling or recovery of Hazardous Materials, (e) the existence, clean-up, removal and/or remediation of any asbestos, or (f) the installation, existence, maintenance, monitoring, removal, or remediation arising from any underground storage tanks or above ground storage tanks (hereinafter collectively referred to as the "Prior Liabilities"). "Hazardous Materials" shall mean any substance, pollutant, contaminant, material, water, gas or particulate matter which is regulated by local, state or federal governmental authority including, but not limited to, any material or substance which is (i) defined as a hazardous waste, hazardous material, hazardous substance, extremely hazardous waste, or restricted hazardous water under any provision of an Environmental Law, (ii) petroleum and petroleum products, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the CWA, (vii) defined as a "hazardous waste" pursuant to Section 1004 of RCRA, or (viii) defined as a "hazardous substance" pursuant to Section 101 of CERCLA.

14. **Authority.** Each of the persons executing this Agreement on behalf of Purchaser and Seller represents and certifies that: (a) he or she is empowered and authorized by all necessary action of Purchaser and Seller, respectively, to execute and deliver this Agreement; (b) he or she has full capacity, power, and authority to enter into and carry out this Agreement; and (c) the execution, delivery, and performance of this Agreement have been authorized by, and this Agreement is the legal, valid, and binding obligation of, Purchaser and Seller, respectively.

15. **Notices.** All notices, requests, and other communications hereunder shall be in writing and shall be deemed to have been duly given if (a) delivered by hand and receipted for; (b) sent by certified United States Mail, return receipt requested, postage pre-paid; or (c) delivered by receipted overnight delivery service, as follows:

If to Seller: 1203 South Division Street-Bristol, LLC  
Attn: Timothy Dugle, Member  
1203 S. Division Street  
Bristol, Indiana 46507

If to Purchaser: Town of Bristol, Indiana  
303 E. Vistula Street  
Bristol, IN 46507  
Attention: Town Manager

With a copy (which shall not constitute notice) to: Krieg DeVault LLP  
4101 Edison Lakes Parkway, Suite 100  
Mishawaka, IN 46545  
Attn: Alex C. Bowman, Esq.

or such substituted address or person as either party has given to the other in writing. All such notices, requests, and other communications shall be effective upon the earlier of actual receipt or (i) if delivered by hand, when delivered; (ii) if mailed in the manner provided herein, three (3) business days after deposit with the United States Postal Service; and (iii) if delivered by overnight express delivery service, on the next business day after deposit with such service.

16. **Remedies.** Seller agrees that money damages are not an adequate remedy for Seller's default or breach of this Agreement, and therefore Purchaser shall have, in addition to any other remedies provided for herein, the remedy of specific performance to enforce the terms hereof. In the event of default hereunder by Seller or a breach of this Agreement by Seller at any time prior to Closing, then the following remedies shall be available to Purchaser: (a) Purchaser shall have the right to terminate this Agreement by giving written notice of such termination to Seller, and Purchaser and Seller shall have no further obligation hereunder to the other party, except for those obligations that expressly survive the termination of this Agreement; (b) Purchaser may elect to seek specific performance of this Agreement; and/or (c) Purchaser may seek any other available remedy at law or in equity. Purchaser's remedies are cumulative and are not mutually exclusive. Seller's sole and exclusive remedy for default or breach of this Agreement by Purchaser; provided that such default or breach by Purchaser shall have remained uncured for thirty (30) days after receiving written notice thereof from Seller, shall be the right to terminate this Agreement by giving written notice of such termination to Purchaser.

17. **Brokers.** Seller and Purchaser each represent and warrant to the other that Seller has dealt with a broker, Robert James Inc., James Skillen, President, with respect to this Agreement, and Purchaser has not been represented by a broker. Purchaser agrees to pay \$10,000 to Robert James Inc. as part of the closing costs (the "**Broker Fee**"). Seller agrees to indemnify and hold harmless Purchaser against any loss, liability, damage, cost, expense or claim incurred by reason of any brokerage commission in excess of the Broker Fee alleged to be payable because of any act, omission or statement of Seller. Such indemnity obligation shall be deemed to include the payment of reasonable attorney's fees and court costs incurred in defending any such claim.

18. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, representatives, successors, and assigns. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, except as provided above, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

19. **Indemnification by Seller.** Seller shall indemnify, defend, and hold harmless Purchaser and its affiliates, officers, directors, employees, members, agents, attorneys, and representatives from and against any loss, damage, claim, cost or expense (including, without limitation, reasonable attorneys' fees), liens, or other obligations of any nature whatsoever (collectively, "**Losses**"), arising out of or based upon any breach by Seller of any of its representations, warranties, covenants or agreements set forth in this Agreement, or any Prior Liabilities.

20. **Entire Agreement.** This Agreement supersedes all other prior understandings, commitments, representations, negotiations, discussions, and agreements, whether oral or written, express or implied, between the parties hereto relating to the matters contemplated hereby and

constitutes the entire agreement between the parties hereto relating to the subject matter hereof.

21. **Amendment.** This Agreement may not be amended, modified, or supplemented, except by a written agreement executed by both Purchaser and Seller.

22. **Headings.** The headings contained in this Agreement have been inserted and used solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

23. **Severability.** In case any one or more of the provisions (or any portion thereof) contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions (or any portion thereof) had never been contained herein.

24. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to its conflict of law provisions, principles, or rules.

25. **Waiver.** The parties hereto may, by a writing signed by such waiving party, waive the performance by any other party of any of the provisions to be performed by such party under this Agreement. The failure of any party hereto at any time to insist upon the strict performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of such provision at a future time. The waiver by any party hereto of a breach of or noncompliance with any provision of this Agreement shall not operate or be construed as a continuing waiver or a waiver of any other or subsequent breach or noncompliance hereunder.

26. **Time.** Time for the performance of this Agreement and the obligations of the parties hereunder is of the essence. If the time period by which any right, option, or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which Closing must be held, occurs, or expires on a Saturday, Sunday, or federal holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

27. **Attorneys' Fees / Jurisdiction.** Except as set forth herein, each party shall bear its own costs and attorneys' fees in connection with the negotiation and execution of this Agreement. However, in the event litigation is needed to enforce this Agreement, the prevailing party, whether by lawsuit or settlement before or after any lawsuit is filed or any other means (including, but not limited to, mediation or arbitration), shall be entitled to recover its costs, expenses, and reasonable attorneys' fees incurred in the enforcement of this Agreement, including enforcing it as a defense and such suit or proceeding shall be brought in the state courts of Elkhart County, Indiana, and the parties shall submit to the exclusive jurisdiction of such courts and waive any and all jurisdictional, venue and inconvenient forum objections to such courts.

28. **Construction.** This Agreement is the product of negotiation by the parties hereto and shall be deemed to have been drafted by such parties. This Agreement shall be construed in accordance with the fair meaning of its provisions and its language shall not be strictly construed

against, nor shall ambiguities be resolved against, either party.

29. **Review and Consultation.** Each of the parties hereto hereby acknowledges and agrees that each (a) has read this Agreement in its entirety prior to executing it, (b) understands the provisions and effects of this Agreement, and (c) has consulted with such attorneys, accountants, Real Estate Broker, and financial and other advisors deemed appropriate in connection with its respective execution of this Agreement.

30. **Counterparts.** This Agreement may be executed in counterparts, by Electronic Means (as defined below), each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument, notwithstanding that all the parties have not signed the original or the same counterpart. Any counterpart hereof signed by the party against whom enforcement of this Agreement is sought shall be admissible into evidence as an original hereof to prove the contents hereof. Moreover, the parties hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by e-mail or a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology) ("Electronic Means"), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that: (a) to the extent a party signs this Agreement using electronic signature technology, by clicking "SIGN", such party is signing this Agreement electronically; and (b) the electronic signatures appearing on this Agreement shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

31. **Exclusive Dealing.** After the execution of this Agreement and until the termination of this Agreement, if and as applicable, Seller shall not, directly or indirectly, through any representative or otherwise, solicit or entertain offers from, negotiate with, enter into a proposal, option, or purchase agreement with or in any manner encourage, discuss, accept, or consider any proposal, of any other party relating to the purchase of the Real Estate, in whole or in part.


32. **Effective Date.** The Effective Date of this Agreement shall be the last date signed by a party hereto as evidenced in the signature page to this Agreement.

[Remainder of page intentionally blank; signature pages follow]

IN WITNESS WHEREOF; the parties hereto have executed this Real Estate Purchase Agreement to be effective as of the Effective Date.

**SELLER:**

**1203 SOUTH DIVISION STREET-  
BRISTOL, LLC,**  
an Indiana limited liability company

By: 

Name: Tim Deagle

Its: member

**PURCHASER:**

**TOWN OF BRISTOL, INDIANA**

By: \_\_\_\_\_  
Jeff Beachy, Town Council President

ATTEST:

\_\_\_\_\_  
Clerk-Treasurer

**EXHIBIT A**

**LEGAL DESCRIPTION OF LAND**

A part of the West half of the Southeast Quarter of Section 27, Township 38 North, Range 6 East, in Washington Township, Elkhart County, Indiana, more particularly described as follows:

Assuming the East line of said half of said Quarter Section to have a bearing of due North and South and beginning at the Southeast corner of said half of said Quarter Section; thence due North along the East line of said half of said Quarter Section, 455.83 feet; thence North 89 degrees 27 minutes 22 seconds West, 675 feet; thence due South parallel with the East line of said half of said Quarter Section, 457.13 feet to the South line of said Quarter Section; thence South 89 degrees 34 minutes East along the South line of said Quarter Section, 674.99 feet to the place of beginning of this description.

Tax ID No. 20-03-27-451-012.000-031

**EXHIBIT B**  
**DEPICTION OF LAND**

