

**REQUEST FOR PROPOSALS**  
**TO PURCHASE REAL PROPERTY**

**Regent Square Court Redevelopment Property**

The City of Goshen by and through its Redevelopment Commission (hereinafter referred to as “Redevelopment”) is requesting proposals for the purchase of certain real property located in the City of Goshen, Indiana.

1. Real Property to be Purchased

The real property to be purchased consists of undeveloped real estate located east and south of Regent Street, north of Waterford Mills Parkway, and west of Dierdorff Road consisting of part of Parcel Nos. 20-11-27-426-027.000-015 and 20-11-27-326-003.000-015, consisting of approximately 7.15 acres in Goshen, Indiana, as depicted on the map attached to this Request for Proposal as Exhibit A, and is more particularly described as set forth in Exhibit B. The real property described in Exhibit B shall hereinafter be referred to as “Subject Real Estate.”

2. Project Specifications

2.1. Redevelopment Commission’s Goals

The Redevelopment Commission’s goals for the property is to incorporate the existing City of Goshen Parks trailway on the Subject Real Estate into the Cherry Creek Development, as approved by the Goshen Redevelopment Commission and the City of Goshen Common Council.

2.2. Redevelopment Details

2.2.1. Area Description – The Subject Real Estate consists of approximately 7.15 acres of current trailway and greenspace, located just east and south of Regent Street.

2.2.2. Planned Use of Property – The Subject Real Estate will be utilized to incorporate its existing trailway to the construction and development of the Cherry Creek Trailway located within the Cherry Creek Development. The existing trailway will be relocated to connect to the Cherry Creek Trail. In addition, a new public trailway will be designed and constructed to connect the relocated existing trail and the Cherry Creek Trail to the Maple City Greenway

adjacent to Bethany Christian School on the west side of the Norfolk Southern Railroad.

### 3. Submission of Proposals

3.1. Any proposal for the purchase of the Subject Real Estate shall be submitted to Becky Hutsell, Redevelopment Director at 204 East Jefferson Street, Goshen, Indiana 46528-3405, no later than 12:00 p.m. (noon) September 8, 2023. The proposal shall be submitted in a sealed envelope clearly marked as “Proposal to Purchase Regent Square Court Redevelopment Property.”

3.2. Each proposal must include the following:

3.2.1. A signed cover letter on company letterhead that includes the following:

- 3.2.1.1. The entity’s name, address, and telephone number;
- 3.2.1.2. The name of the person authorized to submit/sign the proposal, along with this person’s title, telephone number, and email address;
- 3.2.1.3. The entity’s Federal ID number; and
- 3.2.1.4. The entity’s State ID number.

3.2.2. A detailed description of the intended use and development of the Subject Real Property, including the following:

- 3.2.2.1. A conceptual plan with as much detail as possible, including location of the relocated railway, connection with the Cherry Creek Trailway, and connection with the Maple City Greenway, as well as a description of how the development complements and interacts with the surrounding area and the future Cherry Creek Development.
- 3.2.2.2. Any improvements to be made to the Subject Real Property, including any new structures to be constructed.
- 3.2.2.3. A project budget, including estimated soft costs and construction expenses.

3.2.3. A proposed timeline for the development of the Subject Real Property, including any conditions that must be met before the proposal can be commenced. The schedule should include:

- 3.2.3.1. Time needed to obtain financing.
- 3.2.3.2. Land use approvals.
- 3.2.3.3. Design completion.

- 3.2.3.4. Site preparation.
- 3.2.3.5. Start and completion of construction.

3.2.4. The price to be paid for the purchase of the Subject Real Estate.

3.2.5. A financial statement that is specific enough so that a proper determination of the entity's financial capability to fulfill the obligation of the proposal.

3.3. The proposal shall address all issues contained in the Request for Proposals. Any exceptions to the terms of the Request for Proposals should be clearly noted.

3.4. Any modifications made to a proposal before submission must be initialed in ink by the submitting entity's authorized representative. A submitting entity may, upon written request, modify or withdraw their proposal at any time prior to the opening date and time. A request to modify or withdraw a proposal must be signed by the same person or persons who signed the original proposal submitted. No proposal may be modified or withdrawn after the opening of the proposals.

3.5. Redevelopment may require a person or entity submitting a proposal to revise one or more elements of its proposal in accordance with contract negotiations. Redevelopment reserves the right to evaluate proposals for a period of thirty (30) days before deciding which proposal, if any, to accept. Proposals shall be maintained through the evaluation period.

3.6. All proposals submitted become the property of the City and are a matter of public record.

3.7. The City of Goshen is not responsible for late or lost proposals due to mail service inadequacies, traffic, or other similar reasons. Proposals received after the designated time will not be considered in the selection process.

#### 4. Terms or Conditions to be Addressed or Accepted by Proposal

4.1. Term of Purchase – Redevelopment has conducted appraisals of the Subject Real Estate and has determined that the fair value of the Subject Real Estate is One Hundred Eighty-Seven Thousand Five Hundred Dollars (\$187,500.00). The price included in a proposal for the purchase of the Subject Real Estate must be equal to or exceed this amount.

4.2. Condition of Subject Real Property

4.2.1. The proposal to purchase must be for the Subject Real Estate in its present condition.

4.2.2. Any sale of the Subject Real Estate will be conditions on the development of the parcels in accordance with the development plan described in the proposal. A proposal may be conditional upon the City of Goshen granting of specific itemized zoning variances or rezoning.

#### 4.3. Use of Subject Real Estate

4.3.1. The proposed development must be constructed in compliance with all applicable laws and regulations of any government entity or public authority, including Indiana Building Code, City of Goshen Ordinances, Policies, and Standards, including Zoning Ordinances, Subdivision Standards, Landscaping Ordinances, Construction Site Stormwater Runoff Control Ordinances, and Post Construction Stormwater Management Ordinances, as applicable.

4.3.2. Purchaser must not use the Subject Real Estate and any adjacent area in a manner that would be reasonably offensive to the owners or users of neighboring real estate or would tend to create a nuisance.

4.4. Construction of Infrastructure – The selected entity must construct any necessary infrastructure consistent with the planned use of the Subject Real Estate as stated in Section 2.2.2. of this Request for Proposals.

4.5. Indemnification – The successful proposal must hold Redevelopment and the City of Goshen harmless from any loss, claim, damage, or expense arising from the development and/or use of the Subject Real Estate.

4.6. Proposals Submitted by a Trust – Any proposal submitted by a trust must identify each beneficiary of the trust and whether the settler is empowered to revoke or modify the trust.

4.7. Purchase Agreement – The successful person or entity submitting a proposal will be required to enter into a Purchase Agreement incorporating the terms of the Request for Proposals, the terms included in the successful proposal, and other provisions deemed appropriate by Redevelopment.

#### 5. Requests for Clarifications and Addenda

- 5.1. Entities intending to submit proposals who have questions or are interested in touring the site should contact Becky Hutsell, Redevelopment Director.
- 5.2. All requests for clarification to this solicitation must be received at least one (1) week before the opening date to allow for the issuance of any addendums determined by the City to be necessary. A Proposer shall rely only on written addenda issued by Becky Hutsell, Redevelopment Director. Requests shall be made in writing and may be directed to:

Becky Hutsell, Redevelopment Director  
City of Goshen Redevelopment Commission  
204 East Jefferson Street, Suite 6  
Goshen, Indiana 46528  
E-Mail: [beckyhutsell@goshencity.com](mailto:beckyhutsell@goshencity.com)

- 5.3. Interpretations or clarifications determined necessary by the City will be issued by addenda mailed or otherwise delivered to all parties recorded by the City as having received the proposal documents. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

## 6. Selection Process and Schedule

- 6.1. The proposals received by Redevelopment will be opened by the Goshen Redevelopment Commission in public at the Commission's meeting on September 12, 2023 commencing at 3:00 p.m. in the Goshen City Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana. If no proposal meets the minimum offer price, additional proposals will be received until 1:30 p.m. on October 16, 2023 and will be opened by the Board of Public Works and Safety at their meeting on October 16, 2023 commencing at 2:00 p.m. in the Goshen City Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana. After accepting proposals for the additional period, the Redevelopment Commission may select the highest and best proposal using the criteria set forth in this section with no minimum price.
- 6.2. The proposals will be considered by the Goshen Redevelopment Commission. The Redevelopment Commission reserves the right to refer the proposals received to Becky Hutsell, Redevelopment Director, and such other staff as the Commission deems appropriate to review the proposals and make a recommendation to the Redevelopment Commission. The Commission reserves the right to interview the

parties submitting proposals or to request the parties submitting proposals to provide supplemental information.

- 6.3. This Request for Proposals does not commit Redevelopment to sell the Subject Real Property. Redevelopment reserves the right to accept or reject any or all proposals received, to negotiate with qualified persons or entities who submit a proposal, or to cancel the Request for Proposals. Redevelopment may require a person or entity submitting a proposal to submit any additional data or information Redevelopment deems necessary.
- 6.4. In determining which proposal is the highest and best proposal, Redevelopment will consider the following:
  - 6.4.1. The experience, the financial capacity and the organizational capacity of the entity submitting the proposal to successfully plan, construct and complete the proposed development.
  - 6.4.2. The overall quality of the submission and the extent to which the proposed development is compatible with the existing area and proposed future development.
  - 6.4.3. The entity's plans and ability to improve the Subject Real Property in accordance with the Planned Use of the Subject Property as provided in Section 2.2.2. with reasonable promptness.
  - 6.4.4. The proposed completion date for the project.
  - 6.4.5. The proposed purchase price to be paid to Redevelopment.
  - 6.4.6. Whether the entity submitting the proposal is a trust and whether the submission identifies the beneficiary of the trust and whether the settlor is empowered to revoke or modify the trust.
  - 6.4.7. The nature of any variance or rezoning requested.
  - 6.4.8. Whether the lease of the Subject Real Property will further Redevelopment's plan for the development of the surrounding area.
  - 6.4.9. Whether the proposed purchase will serve the interest of the community.
  - 6.4.10. What economic impact the proposed purchase will have on the community.

## 7. General

### 7.1. Conflict of Interest/Non-Collusion

7.1.1. By submitting a proposal, an entity certifies that the entity has not entered into a combination or agreement relative to the price to be proposed nor taken any action to prevent a person from submitting a proposal; or to induce a person to refrain from submitting a proposal.

7.1.2. Each proposal must be made without reference to any other proposal, unless specifically so indicated.

7.1.3. By submitting a proposal, an entity certifies that they are not in a situation where the submitting entity's private interest would interfere with its loyalty or responsibilities to the City of Goshen or raise questions about such interference. The submitting entity agrees not to accept work, enter into a contract, accept an obligation or engage in any activity, paid or unpaid, that is inconsistent or incompatible with the submitting entity's obligations, or the scope of services to be rendered to the Redevelopment Commission. The submitting entity shall warrant that, to the best of their knowledge, there is no other contract or duty on the submitting entity's part that conflicts with or is inconsistent with the services sought to be provided to the Redevelopment Commission.

7.1.4. The submitting entity, if selected, must sign and have notarized the Conflict of Interest / Non-Collusion Affidavit.

7.2. Applicable Laws - Any contract resulting from a proposal submitted will be construed in accordance with and governed by the laws of the State of Indiana.

7.3. Trusts - In accordance with Indiana Code 36-7-14-22, a proposal submitted by a trust (as defined by I.C. 30-4-1-1) must identify the beneficiary of the trust and indicate whether the settlor is empowered to revoke or modify the trust.

7.4. Costs for Submitting Proposal - The City of Goshen or its Redevelopment Commission will not be liable for any costs incurred by the respondents in replying to this Request for Proposals. The City of Goshen or its Redevelopment Commission are not liable for any costs for work or services performed by the selected Proposer prior to the award of a contract.

7.5. Authority to Bind Submitting Entity - The signatory for the entity submitting a proposal represents that he or she has been duly authorized to execute the proposal

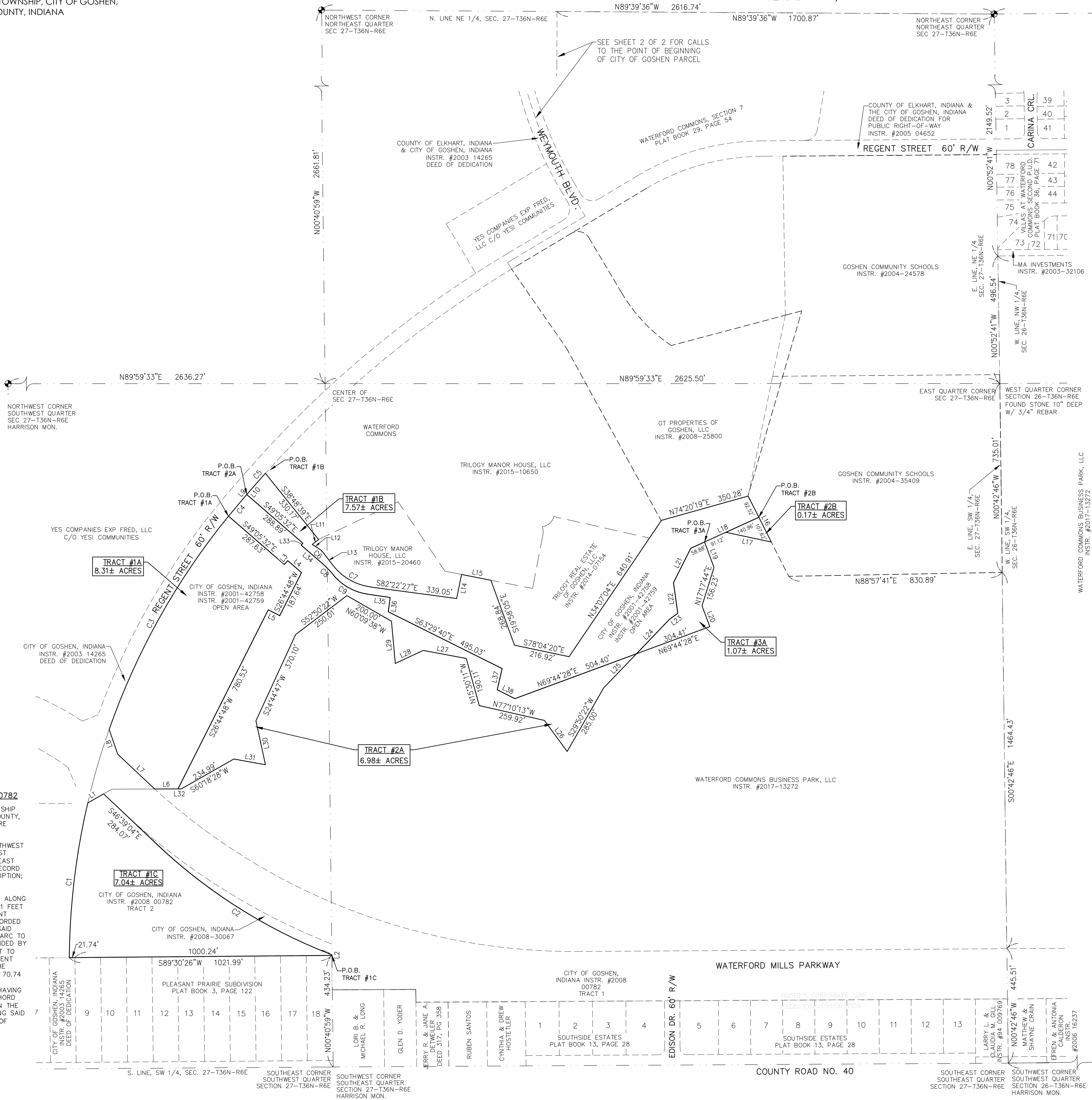
documents on behalf of the submitting entity and has obtained all necessary or applicable approvals to make this submission on behalf of entity when his or her signature is affixed to the proposal.



EXHIBIT A

EXHIBIT SKETCH

A PART OF SOUTH HALF OF SECTION 27, TOWNSHIP 36 NORTH,  
RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN,  
ELKHART COUNTY, INDIANA



Line Table		
Line #	Bearing	Length
L1	N60°18'02"E	71.22'
L2	S0°40'59"W	2.31'
L3	N40°54'28"E	20.00'
L4	S49°05'32"E	70.77'
L5	N63°15'12"W	50.00'
L6	S89°47'39"W	90.92'
L7	N46°39'05"W	197.96'
L8	N18°59'49"W	101.71'
L9	N41°01'13"E	19.95'
L10	S41°01'13"W	57.00'
L11	S51°06'21"W	30.92'
L12	S56°45'59"E	25.65'
L13	S37°26'02"E	56.26'
L14	N11°26'45"E	95.35'
L15	S78°52'45"E	116.57'
L16	S26°49'01"E	200.14'
L17	N77°59'59"W	180.77'
L18	S65°29'55"W	290.96'
L19	N20°15'33"W	105.60'
L20	N20°31'35"W	86.62'

Line Table		
Line #	Bearing	Length
L21	N26°45'01"E	150.00'
L22	N75°59'59"W	120.00'
L23	N53°42'07"E	40.41'
L24	N43°47'38"E	185.14'
L25	S43°47'38"W	184.69'
L26	N36°09'38"W	150.00'
L27	N79°24'38"W	170.00'
L28	S65°05'22"W	120.00'
L29	N5°09'38"W	165.00'
L30	S12°12'50"E	175.01'
L31	N79°41'43"W	125.01'
L32	S89°47'39"W	12.96'
L33	S40°54'28"W	10.00'
L34	S49°05'32"E	103.84'
L35	S81°28'45"E	90.76'
L36	S7°32'46"W	56.04'
L37	S12°49'47"W	84.58'
L38	S63°15'12"E	76.55'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord
C1	607.41'	2759.89'	12°36'36"	N6°48'37"E	606.19'
C2	811.66'	2075.00'	22°24'43"	S57°41'16"E	806.49'
C3	955.80'	2759.90'	19°50'33"	N29°13'46"E	951.03'
C4	90.07'	2759.89'	1°52'11"	S40°05'08"W	90.06'
C5	52.79'	4188.54'	0°43'20"	S41°22'53"W	52.79'
C6	33.30'	80.82'	2°3'36"30"	S47°36'08"E	33.07'
C7	172.55'	220.00'	44°56'20"	S59°54'12"E	168.16'
C8	67.05'	395.00'	9°43'32"	S44°13'46"E	66.97'
C9	154.35'	210.00'	42°06'45"	S60°25'23"E	150.90'

TRACT 1C  
LEGAL DESCRIPTION PER INSTR. NUMBER 2008-00782

A PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, AS DEPICTED ON THE ATTACHED PARCEL PLAT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID SOUTHWEST QUARTER NORTH 1°02'18" WEST 434.20 FEET TO THE NORTHEAST CORNER OF PLEASANT PRAIRIE SUBDIVISION, RECORDED IN RECORD 3, PAGE 122, AND THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE ALONG THE NORTH LINE OF SAID PLEASANT PRAIRIE SUBDIVISION SOUTH 89°09'13" WEST 1000.35 FEET TO THE NORTHEAST CORNER OF LOT 8 IN SAID SUBDIVISION; THENCE ALONG THE NORTH LINE OF SAID LOT 8 SOUTH 89°09'13" WEST 21.41 FEET TO A POINT ON THE CURVED EASTERLY BOUNDARY OF REGENT STREET, AS DEDICATED AND DESCRIBED BY INSTRUMENT RECORDED IN DEED RECORD 2003-14265; THENCE NORTHERLY ALONG SAID EASTERLY BOUNDARY 607.90 FEET ALONG A NON-TANGENT ARC TO THE RIGHT HAVING A RADIUS OF 2,759.89 FEET AND SUBTENDED BY A LONG CHORD BEARING NORTH 06°26'03" EAST 606.67 FEET TO THE SOUTH CORNER OF THAT TRACT DESCRIBED BY INSTRUMENT RECORDED IN DEED RECORD 2001-42759; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID TRACT NORTH 59°55'11" EAST 70.74 FEET; THENCE SOUTH 46°52'10" EAST 284.07 FEET; THENCE SOUTHEASTERLY 812.30 FEET ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 2,075.00 FEET AND SUBTENDED BY A LONG CHORD BEARING SOUTH 58°05'03" EAST 807.12 FEET TO A POINT ON THE SAID EAST LINE OF THE SOUTHWEST QUARTER; THENCE ALONG SAID EAST LINE SOUTH 01°02'18" EAST 2.31 FEET TO THE PLACE OF BEGINNING, AND CONTAINING 7.035 ACRES.



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PROJECT:

A PT OF THE SOUTH HALF OF  
SECTION 27-T36N-R6E,  
ELKART TWP., ELKHART CO., IN

EXHIBIT SKETCH

SHEET TITLE:

DRAWN BY:

TRM

DESIGNED BY:

PM REVIEW:

BEM

QA/QC REVIEW:

CSB

DATE:

07/14/2023

SIGNATURE:

DATE:

HARD COPY IS INTENDED TO BE 24" X 36" WHEN PLOTTED. SCALE(S) INDICATED AND GRAPHIC QUALITY MAY NOT BE ACCURATE FOR ANY OTHER SIZES.

SCALE:  
HORIZ: 1"= 200'  
VERT:

ACI JOB #

22-1784

SHEET NO.

1 of 2

NO. REVISION DESCRIPTION: BY: DATE:





## EXHIBIT B

A PART OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS :  
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH 89 DEGREES 39' 36" WEST, 1700.87 FEET, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 00 DEGREES 06' 15" WEST, 211.71 FEET, ALONG THE CENTERLINE OF WEYMOUTH BOULEVARD, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 770.0 FEET AND A DELTA ANGLE OF 14 DEGREES 29' 29"; THENCE SOUTHWARDLY AND SOUTHWESTWARDLY, 194.75 FEET, ALONG SAID CURVE AND CENTERLINE, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 14 DEGREES 35' 44" WEST, 319.31 FEET, ALONG SAID CENTERLINE, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1546.92 FEET AND A DELTA ANGLE OF 45 DEGREES 19' 09"; THENCE SOUTHWESTWARDLY, SOUTHWARDLY, AND SOUTHEASTWARDLY, 1223.57 FEET, ALONG SAID CURVE AND CENTERLINE, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 30 DEGREES 43' 25" EAST, 128.90 FEET, ALONG SAID CENTERLINE, TO THE POINT OF INTERSECTION OF THE CENTERLINE OF WEYMOUTH BOULEVARD WITH THE CENTERLINE OF REGENT STREET; THENCE SOUTH 59 DEGREES 07' 27" WEST, 330.06 FEET, ALONG THE CENTERLINE OF REGENT STREET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 4218.54 FEET AND A DELTA ANGLE OF 00 DEGREES 17' 17"; THENCE SOUTHWESTWARDLY, 21.20 FEET, ALONG SAID CURVE AND CENTERLINE; THENCE SOUTH 31 DEGREES 09' 50" EAST, 30.00 FEET, ALONG A LINE RADIAL TO SAID CURVE, TO A REBAR ON THE SOUTHEASTERLY RIGHT-OF-WAY OF REGENT STREET, MARKING THE NORTHERNMOST CORNER OF WATERFORD CROSSING; THENCE SOUTHWESTWARDLY, 1249.72 FEET, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 4188.54 FEET AND A DELTA ANGLE OF 17 DEGREES 05' 43", TO A REBAR MARKING THE WESTERNMOST CORNER OF WATERFORD CROSSING AND THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO THE CITY OF GOSHEN AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT #2001-42758 & #2001-42759; THENCE CONTINUING ALONG SAID 4188.54 RADIUS FOOT CURVE AND THE WEST LINE OF SAID CITY OF GOSHEN PARCEL AND THE EAST LINE OF THE RIGHT OF WAY OF REGENT STREET, 52.79 FEET (CHORD BEARING SOUTH 41 DEGREES 22' 53" WEST, CHORD DISTANCE 52.79 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41 DEGREES 01' 13" WEST, ALONG SAID EAST LINE OF REGENT AND SAID WEST LINE OF THE CITY OF GOSHEN PARCEL, 57.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 49 DEGREES 05' 32" EAST, 288.89 FEET; THENCE SOUTH 40 DEGREES 54' 28" WEST, 10.00 FEET; THENCE SOUTH 49 DEGREES 05' 32" EAST, 103.84 FEET TO THE POINT OF CURVATURE OF A 395.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE, 67.05 FEET (CHORD BEARING SOUTH 44 DEGREES 13' 46" EAST, CHORD DISTANCE 66.97 FEET) TO THE POINT OF REVERSE CURVATURE; THENCE ALONG A 210.00 FOOT RADIUS CURVE TO THE LEFT, 154.35 FEET (CHORD BEARING SOUTH 60 DEGREES 25' 23" EAST, CHORD DISTANCE 150.90 FEET) TO THE POINT OF TANGENCY; THENCE SOUTH 81 DEGREES 28' 45" EAST, 90.76 FEET; THENCE SOUTH 07 DEGREES 32' 46" WEST, 56.04 FEET; THENCE SOUTH 63 DEGREES 29' 40" EAST, 495.03 FEET; THENCE SOUTH 12 DEGREES 49' 47" WEST, 84.58 FEET; THENCE SOUTH 63 DEGREES 15' 12" EAST, 76.55 FEET; THENCE NORTH 69 DEGREES 44' 28" EAST, 504.40 FEET TO THE EAST LINE OF AFORESAID CITY OF GOSHEN PARCEL; THENCE ALONG THE SOUTH LINE OF SAID CITY OF GOSHEN PARCEL FOR THE NEXT 15 CALLS; 1) THENCE SOUTH 43 DEGREES 47' 38" WEST , 184.69 FEET TO A REBAR; 2) THENCE SOUTH 29 DEGREES 50' 22" WEST, 285.00 FEET TO A REBAR; 3) THENCE NORTH 36 DEGREES 09' 38" WEST, 150.00 FEET TO A REBAR; 4) THENCE NORTH 77 DEGREES 10' 13" WEST, 259.92 FEET TO A REBAR; 5) THENCE NORTH 15 DEGREES 30' 11" WEST, 190.11 FEET TO A REBAR ; 6) THENCE NORTH 79 DEGREES 24' 38" WEST, 170.00 FEET TO A REBAR ; 7) THENCE SOUTH 65 DEGREES 05' 22" WEST, 120.00 FEET TO A REBAR ; 8) THENCE NORTH 05 DEGREES 09' 38" WEST, 165.00 FEET TO A REBAR; 9) THENCE NORTH 60 DEGREES 09' 38" WEST, 200 FEET TO A REBAR ; 10) THENCE SOUTH 52 DEGREES 50' 22" WEST, 250.01 FEET TO A REBAR ; 11) THENCE SOUTH

24 DEGREES 44' 47" WEST, 370.10 FEET TO A REBAR ; 12) THENCE SOUTH 12 DEGREES 12' 50" EAST, 175.01 FEET TO A REBAR ; 13) THENCE NORTH 79 DEGREES 41' 43" WEST, 125.01 FEET TO A REBAR ; 14) THENCE SOUTH 60 DEGREES 18' 28" WEST, 234.99 FEET TO A REBAR ; 15) THENCE SOUTH 89 DEGREES 47' 39" WEST, 12.96 FEET; THENCE NORTH 26 DEGREES 44' 48" EAST, 780.53 FEET; THENCE SOUTH 63 DEGREES 15' 12" EAST, 50.00 FEET; THENCE NORTH 26 DEGREES 44' 48" EAST, 187.64 FEET; THENCE NORTH 49 DEGREES 05' 32" WEST, 70.77 FEET; THENCE SOUTH 40 DEGREES 54' 28" WEST, 20.00 FEET; THENCE NORTH 49 DEGREES 05' 32" WEST, 287.63 FEET TO THE EAST RIGHT OF WAY LINE OF REGENT STREET AND THE WEST LINE OF AFORESAID CITY OF GOSHEN PARCEL; THENCE ALONG THE EAST LINE OF REGENT STREET ALONG A 2759.89 FOOT RADIUS CURVE TO THE RIGHT, 90.07 FEET (CHORD BEARING NORTH 40 DEGREES 05' 08" EAST, CHORD DISTANCE 90.06 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 41 DEGREES 01' 13" EAST ALONG SAID EAST RIGHT OF WAY LINE OF REGENT STREET, 19.95 FEET TO THE POINT OF BEGINNING. CONTAINING 6.98 ACRES, MORE OR LESS.

AND

A PART OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS : COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH 89 DEGREES 39' 36" WEST, 1700.87 FEET, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 00 DEGREES 06' 15" WEST, 211.71 FEET, ALONG THE CENTERLINE OF WEYMOUTH BOULEVARD, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 770.0 FEET AND A DELTA ANGLE OF 14 DEGREES 29' 29"; THENCE SOUTHWARDLY AND SOUTHWESTWARDLY, 194.75 FEET, ALONG SAID CURVE AND CENTERLINE, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 14 DEGREES 35' 44" WEST, 319.31 FEET, ALONG SAID CENTERLINE, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1546.92 FEET AND A DELTA ANGLE OF 45 DEGREES 19' 09"; THENCE SOUTHWESTWARDLY, SOUTHWARDLY, AND SOUTHEASTWARDLY, 1223.57 FEET, ALONG SAID CURVE AND CENTERLINE, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 30 DEGREES 43' 25" EAST, 128.90 FEET, ALONG SAID CENTERLINE, TO THE POINT OF INTERSECTION OF THE CENTERLINE OF WEYMOUTH BOULEVARD WITH THE CENTERLINE OF REGENT STREET; THENCE SOUTH 59 DEGREES 07' 27" WEST, 330.06 FEET, ALONG THE CENTERLINE OF REGENT STREET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 4218.54 FEET; THENCE SOUTHWESTWARDLY, 21.20 FEET, ALONG SAID CURVE AND CENTERLINE; THENCE SOUTH 31 DEGREES 09' 50" EAST, 30.00 FEET, ALONG A LINE RADIAL TO SAID CURVE, TO A REBAR ON THE SOUTHEASTERLY RIGHT-OF-WAY OF REGENT STREET, MARKING THE NORTHERNMOST CORNER OF WATERFORD CROSSING; THENCE SOUTHWESTWARDLY, 1249.72 FEET, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 4188.54 FEET AND A DELTA ANGLE OF 17 DEGREES 05' 43", TO A REBAR MARKING THE WESTERNMOST CORNER OF WATERFORD CROSSING AND THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO THE CITY OF GOSHEN AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT #2001-42758 & #2001-42759; THENCE SOUTH 38 DEGREES 48' 39" EAST ALONG THE NORTH LINE OF SAID CITY OF GOSHEN PARCEL, 330.17 FEET TO A REBAR ON THE WEST LINE OF A TRACT OF LAND DEEDED TO TRILOGY MANOR HOUSE, LLC AS DESCRIBED AND RECORDED IN INSTRUMENT #2015-20460; THENCE ALONG THE SOUTH LINE OF SAID TRILOGY MANOR HOUSE, LLC PARCEL THE NEXT 7 CALLS; 1) THENCE SOUTH 51 DEGREES 06' 21" WEST, 30.92 FEET TO A REBAR; 2) THENCE SOUTH 56 DEGREES 45' 59" EAST, 25.65 FEET TO A REBAR AND THE POINT OF CURVATURE OF AN 80.82 FOOT RADIUS CURVE TO THE RIGHT; 3) THENCE ALONG SAID CURVE, 33.30 FEET (CHORD BEARING SOUTH 47 DEGREES 36' 08" EAST, CHORD DISTANCE 33.07 FEET) TO A REBAR AND THE POINT OF TANGENCY OF SAID CURVE; 4) THENCE SOUTH 37 DEGREES 26' 02" EAST, 56.26 FEET TO A REBAR AND THE POINT OF CURVATURE OF A 220.00 FOOT RADIUS CURVE TO THE LEFT; 5) THENCE ALONG SAID CURVE 172.55 FEET (CHORD

BEARING SOUTH 59 DEGREES 54' 12" EAST, CHORD DISTANCE 168.16 FEET) TO A REBAR AND THE POINT OF TANGENCY OF SAID CURVE; 6) THENCE SOUTH 82 DEGREES 22' 27" EAST, 339.05 FEET TO A REBAR; 7) THENCE NORTH 11 DEGREES 26' 45" EAST, 95.35 FEET TO A REBAR ON THE NORTH LINE OF THE CITY OF GOSHEN PARCEL; THENCE ALONG THE CITY OF GOSHEN PARCEL THE NEXT 6 CALLS; 1) THENCE SOUTH 78 DEGREES 52' 45" EAST, 116.57 FEET TO A REBAR; 2) THENCE SOUTH 19 DEGREES 58' 05" EAST, 268.84 FEET TO A REBAR; 3) THENCE SOUTH 78 DEGREES 04' 20" EAST, 216.92 FEET TO A REBAR; 4) THENCE NORTH 34 DEGREES 07' 04" EAST, 640.91 FEET TO A REBAR; 5) THENCE NORTH 74 DEGREES 20' 19" EAST, 350.28 FEET TO A REBAR; 6) THENCE SOUTH 26 DEGREES 49' 01" EAST, 92.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 26 DEGREES 49' 01" EAST ALONG SAID CITY OF GOSHEN PARCEL, 107.62 FEET TO A REBAR; THENCE NORTH 77 DEGREES 59' 59" WEST ALONG SAID CITY OF GOSHEN PARCEL, 180.77 FEET TO A REBAR; THENCE NORTH 65 DEGREES 29' 55" EAST, 140.96 FEET TO THE POINT OF BEGINNING.  
CONTAINING 0.17 ACRES, MORE OR LESS.