



Department of

Community Investment

Redevelopment Commission Agenda Item

DATE: February 22, 2018
FROM: David Relos, Economic Resources *DR*
SUBJECT: First Amendment to Real Estate Option Agreement (former Studebaker Museum property & Cove Lot 4)

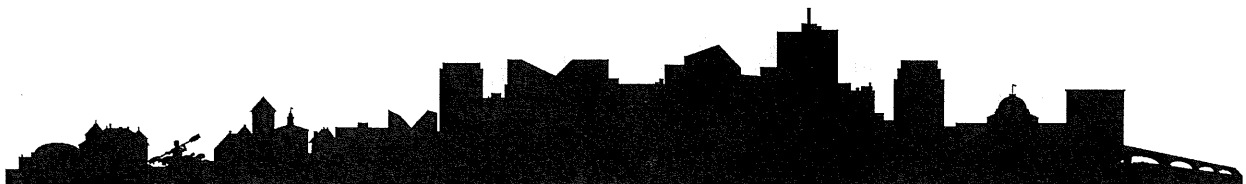
This First Amendment (Amendment) with Heading for Home LLC updates the original Real Estate Option Agreement (Agreement) approved September 29, 2016 for the former Studebaker Museum property and Cove Lot 4 (next to the Zion Hill Missionary Baptist Church on Monroe St).

Per Section 2 of the Agreement, the option period ends March 31, 2018, but could be extended to March 31, 2019 with a \$5,000 payment and notice of any development plans by February 1, 2018. This Amendment extends the notification date from February 1st to the 28th. Discussions began February 8th with Heading for Home regarding their option extension, and on February 12th they paid \$5,000 to extend their option period one year.

At this time Heading for Home is concentrating on the construction of the four Ivy at Berlin Place buildings, and once that development is complete, will study development possibilities for this property.

Staff requests approval of the First Amendment to Real Estate Option Agreement with Heading for Home LLC.

INTERNAL USE ONLY: Project Code: N/A
Total Amount new in budget: N/A ; broken down by:
Acct # N/A
Going to BPW for Contracting? No Is this item ready to encumber now? N/A
Existing PO# Inc/Dec \$



FIRST AMENDMENT TO REAL ESTATE OPTION AGREEMENT

This First Amendment To Real Estate Option Agreement (this “First Amendment”) is made as of February 22, 2018 (the “Effective Date”) by and between the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment (the “Commission”), and Heading for Home LLC, a Delaware limited liability company with offices at 501 W. South St., South Bend, Indiana 46601 (the “Company”) (each a “Party” and collectively the “Parties”).

RECITALS

A. The Parties entered into that certain Real Estate Option Agreement dated September 29, 2016 (the “Option Agreement”), by which the Commission granted the Company an exclusive option to purchase the Property (as defined in the Option Agreement) from the Commission, subject to certain terms and conditions.

B. On February 12, 2018, the Company paid to the Commission the sum of Five Thousand Dollars (\$5,000.00) and requested an extension of the Option Period through and including March 31, 2019, which the Commission has determined to grant.

C. Pursuant to Section 11 of the Option Agreement, the Parties desire to amend the Option Agreement as set forth in this First Amendment to account for the Company’s payment on February 12, 2018, and to allow for the extension of the Option Period accordingly.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Option Agreement and this First Amendment, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The second sentence of Section 2 of the Option Agreement is deleted in its entirety and replaced by the following: “If the Company desires to extend the Option Period through and including March 31, 2019, the Company will deliver to the Commission by February 28, 2018, a payment in the amount of Five Thousand Dollars (\$5,000.00).”

2. This First Amendment will be governed by and construed in accordance with the laws of the State of Indiana. This First Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. The undersigned persons executing and delivering this First Amendment on behalf of each of the Parties represent and certify that they are the duly authorized officers of such respective Party and have been fully empowered to execute and deliver this First Amendment on behalf of such Party and that all necessary action to execute and deliver this First Amendment has been taken by such Party. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Any electronic version of a manually executed original shall be deemed a manually executed original.

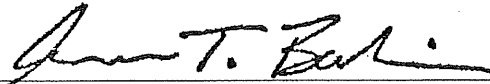
[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this First Amendment To Real Estate Option Agreement to be effective as of the Effective Date stated above.

**SOUTH BEND REDEVELOPMENT
COMMISSION**

HEADING FOR HOME LLC

Marcia I. Jones, President



Andrew T. Berlin, Manager

ATTEST:

Donald E. Inks, Secretary

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