

RESOLUTION NO. 201

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT AUTHORITY
APPROVING THE TRANSFER OF THE PALAIS ROYALE AND MORRIS
PERFORMING ARTS CENTER COMPLEX TO THE SOUTH BEND
REDEVELOPMENT COMMISSION**

WHEREAS, the South Bend Redevelopment Authority (the “Authority”) exists and operates pursuant to I.C. 36-7-14.5 as a separate body corporate and politic and an instrumentality of the City of South Bend, Indiana (the “City”); and

WHEREAS, the South Bend Redevelopment Commission (the “Commission”), governing body of the South Bend Department of Redevelopment, exists and operates pursuant to I.C. 36-7-14; and

WHEREAS, the Authority, as lessor, and the Commission, as lessee, are parties to a certain Lease dated March 1, 1992, as amended by the Addendum to Lease dated August 7, 1992, and by the Amended and Restated Lease dated May 1, 1997, and as further amended by the Addendum to Lease dated January 15, 1998, the Addendum to Lease dated March 1, 1998, and the Addendum to Lease dated January 24, 2000 (collectively, the “Lease”), for the real property and improvements located in the City and commonly known as the Palais Royale and Morris Performing Arts Center Complex (the “Facility”) in connection with the South Bend Redevelopment Authority Lease Rental Revenue Refunding Bonds of 2009 (Morris Performing Arts Center Project) issued by the Authority for the construction to the Facility (the “Bonds”); and

WHEREAS, Section 14 of the Lease provides that upon the expiration of the term of the Lease and upon the full discharge and performance by the Commission of its obligations under the Lease, the Authority will convey the Facility to the Commission, subject only to Permitted Encumbrances (as defined in the Lease); and

WHEREAS, the Bonds have been retired and the Commission has satisfied its obligations under the Lease; and

WHEREAS, the Authority desires to convey the Facility to the Commission in accordance with Section 14 of the Lease, subject to the terms of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE SOUTH BEND REDEVELOPMENT AUTHORITY AS FOLLOWS:

1. The Authority hereby approves, and will execute simultaneously with this Resolution, the warranty deed attached hereto as **Exhibit A** (the “Warranty Deed”) conveying the Facility to the Commission in accordance with the Lease.

2. The Authority also approves, and will execute simultaneously with this Resolution, the Lease Termination Agreement attached hereto as **Exhibit B** (the “Lease

Termination”), which Lease Termination, upon subsequent approval by the Commission, shall be recorded in the Office of the Recorder of St. Joseph County, Indiana.

3. The Authority hereby authorizes and instructs David Relos of the City’s Department of Community Investment to deliver the Warranty Deed to an authorized representative of the Commission, deliver the Lease Termination to the Commission for the Commission’s approval, and to take on behalf of the Authority all necessary administrative actions to accomplish the purposes of this Resolution, including recordation of the Lease Termination and Warranty Deed.

4. This Resolution will be in full force and effect upon its adoption by the Authority.

ADOPTED at a regular meeting of the South Bend Redevelopment Authority held on April 16, 2018, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT AUTHORITY

Richard Klee, President

ATTEST:

Erin Hanig, Vice President

4000.0000060 34,439,591

EXHIBIT A

Warranty Deed

[See attached.]

WARRANTY DEED

THIS INDENTURE WITNESSETH THAT the South Bend Redevelopment Authority, a separate body corporate and politic and an instrumentality of the City of South Bend, Indiana, 1400 S. County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana (the "Grantor")

CONVEYS AND WARRANTS TO the Department of Redevelopment of the City of South Bend, by and through its governing body, the South Bend Redevelopment Commission, 1400 S. County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana (the "Grantee") for and in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the following real estate (the "Property"):

Lot Numbered One (1) as shown on the recorded Plat of Morris Civic Minor Subdivision, recorded July 13, 1998 as Document Number 9836277 in the Office of the Recorder of St. Joseph County, Indiana.

Grantor hereby conveys the Property in fee simple to Grantee subject to all easements, covenants, restrictions, and other matters of record.

Each undersigned person executing this Warranty Deed on behalf of the Grantor represents and certifies that he or she has been fully empowered and authorized to execute this Warranty Deed and that all action necessary to complete this conveyance on Grantor's behalf has been duly taken.

Dated this ____ day of _____, 2018.

GRANTOR:

SOUTH BEND REDEVELOPMENT AUTHORITY

Richard Klee, President

ATTEST:

Erin Hanig, Vice President

STATE OF INDIANA)
) SS:
ST. JOSEPH COUNTY)

Before me, the undersigned, a Notary Public for and in said County and State this ____ day of _____, 2018, personally appeared Richard Klee and Erin Hanig, to me known to be the President and Vice President, respectively, of the South Bend Redevelopment Authority, the Grantor, and acknowledged execution of the foregoing Warranty Deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

(SEAL)

_____, Notary Public

Commission expires: _____

Resident of _____ County, _____

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. Elliot A. Anderson.

Prepared by Elliot A. Anderson, Assistant City Attorney, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601.

EXHIBIT B

Lease Termination Agreement

[See attached.]

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (this “Agreement”) is made on April 26, 2018 (the “Effective Date”), by and between the South Bend Redevelopment Authority, a body corporate and politic organized and existing under Indiana Code 36-7-14.5 (“Lessor”), and the South Bend Redevelopment Commission, governing body of the South Bend Department of Redevelopment (“Lessee”) (each a “Party,” and together the “Parties”).

RECITALS

A. Lessor exists and operates pursuant to I.C. 36-7-14.5 (the “Act”) as a separate body corporate and politic and an instrumentality of the City of South Bend, Indiana (the “City”), and Lessee exists and operates pursuant to I.C. 36-7-14.

B. In furtherance of its purposes under the Act, Lessor owns and leases to Lessee certain real property and improvements located in the City and commonly known as the Palais Royale and Morris Performing Arts Center Complex (the “Facility”), pursuant to a certain Lease dated March 1, 1992 and recorded August 26, 1992 as Document Number 9231102, as amended by the Addendum to Lease dated August 7, 1992 and recorded August 26, 1992 as Document Number 9231103, and by the Amended and Restated Lease dated May 1, 1997 and recorded March 4, 1998 as Document Number 9809856, and as further amended by the Addendum to Lease dated January 15, 1998 and recorded March 4, 1998 as Document Number 9809857, the Addendum to Lease dated March 1, 1998 and recorded March 4, 1998 as Document Number 9809858, and the Addendum to Lease dated January 24, 2000 and recorded February 2, 2000 as Document Number 0005821 (collectively, the “Lease”), in connection with the South Bend Redevelopment Authority Lease Rental Revenue Refunding Bonds of 2009 (Morris Performing Arts Center Project) issued by Lessor for the construction to the Facility (the “Bonds”).

C. The Bonds have been retired and Lessee has satisfied its obligations under the Lease, and the Parties now desire to terminate the Lease and to place of record the termination.

NOW, THEREFORE, in consideration of the mutual covenants and promises in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Termination. The Lease, including all of the Parties’ covenants, rights, and obligations thereunder, is hereby released and terminated and of no further force or effect.

2. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana.

3. Recordation. Promptly following execution, the Parties will record this Agreement in the Office of the Recorder of St. Joseph County, Indiana.

IN WITNESS WHEREOF, the Parties hereby execute this Lease Termination Agreement to be effective as of the Effective Date stated above.

SOUTH BEND REDEVELOPMENT AUTHORITY

Richard Klee, President

ATTEST:

Erin Hanig, Vice President

STATE OF INDIANA)
) SS:
ST. JOSEPH COUNTY)

Before me, the undersigned, a Notary Public for and in said County and State this ____ day of _____, 2018, personally appeared Richard Klee and Erin Hanig, to me known to be the President and Vice President, respectively, of the South Bend Redevelopment Authority, the Lessor, and acknowledged execution of the foregoing Lease Termination Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

(SEAL)

_____, Notary Public

Commission expires: _____

Resident of _____ County, _____

SOUTH BEND REDEVELOPMENT COMMISSION

David Varner, Vice President

ATTEST:

Donald E. Inks, Secretary

STATE OF INDIANA)
) SS:
ST. JOSEPH COUNTY)

Before me, the undersigned, a Notary Public for and in said County and State this ____ day of _____, 2018, personally appeared David Varner and Donald E. Inks, to me known to be the Vice President and Secretary, respectively, of the South Bend Redevelopment Commission, the Lessee, and acknowledged execution of the foregoing Lease Termination Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

(SEAL)

_____, Notary Public

Commission expires: _____

Resident of _____ County, _____

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. Elliot A. Anderson.

Prepared by Elliot A. Anderson, Assistant City Attorney, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601.