



# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

### Redevelopment Commission Agenda Item

DATE: April 26, 2018

FROM: David Relos, Property Development Manager

SUBJECT: Certificate of Completion (Newman Center)

Which TIF? (circle one) **River West**; River East; South Side; Douglas Road; West Washington

#### PURPOSE OF REQUEST:

On September 29, 2016 the Commission entered in to a Development Agreement (Agreement) with Armory LLC (Armory), for the former Newman Center / National Guard property at Beyer and Eddy, across the street from the Farmer's Market.

Per Section 4 of the Agreement, Armory agreed to spend an amount no less than \$1,300,000 on building improvements within 24 months from the date of the Agreement. Armory has supplied documentation they have met their obligations under the Agreement, and now requests a Certificate of Completion per Section 4 of the Agreement. This Certificate of Completion will then be recorded, acknowledging the Commission no longer has a reversionary interest in the property.

Commission approval is requested for this Certificate of Completion.

INTERNAL USE ONLY: Project Code: \_\_\_\_\_;

Total Amount new/change (inc/dec) in budget: \_\_\_-0-\_\_\_\_\_; Breakdown:

Costs: Engineering Amt: \_\_\_\_\_; Other Prof Serv Amt \_\_\_\_\_;

Acquisition of Land/Bldg (circle one) Amt: \_\_\_\_\_; Street Const Amt \_\_\_\_\_;

Building Imp Amt \_\_\_\_\_; Sewers Amt \_\_\_\_\_; Other (specify) Amt: \_\_\_\_\_

\_\_\_\_\_ . Going to BPW for Contracting? Y/N

Is this item ready to encumber now? \_\_\_N/A\_\_\_ Existing PO# \_\_\_\_\_ Inc/Dec \$ \_\_\_\_\_

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

CROSS REFERENCE:

Document No. 1628273, recorded October 20, 2016

**CERTIFICATE OF COMPLETION**

This Certificate of Completion (this “Certificate”) is issued on April 26, 2018, by the City of South Bend, Indiana, Department of Redevelopment, acting by and through the South Bend Redevelopment Commission (the “Commission”), pursuant to the Development Agreement by and between the Commission and Armory LLC (the “Company”), dated September 29, 2016, as amended by the First Amendment dated June 15, 2017, and the Second Amendment dated July 27, 2017 (collectively, the “Agreement”).

The Commission states as follows:

1. Pursuant to the Agreement, the Commission conveyed to the Company the real property described in attached Exhibit A (the “Property”) by the quit claim deed recorded on October 20, 2016, as Document No. 1628273 in the Office of the Recorder of St. Joseph County, Indiana (the “Deed”).

2. Section 4 of the Agreement established certain development obligations of the Company following its acceptance of the Deed from the Commission. The Commission hereby acknowledges and affirms that the Company has performed all of its development obligations as required under the Agreement and has provided satisfactory evidence of the same.

3. This Certificate will serve as a conclusive determination of the Company’s satisfaction of the Development Obligations and, upon recordation, will constitute a full release of the Commission’s reversionary interest in the Property established under the Deed and Section 4 of the Agreement.

4. This Certificate does not amend or otherwise alter the Agreement, and this Certificate shall be binding upon the Commission and its successors and assigns and shall inure to the benefit of the Company and its successors and assigns.

[Signature page follows.]

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, in and for said County and State, personally appeared David Varner and Donald E. Inks, known to me to be the Vice President and Secretary, respectively, of the South Bend Redevelopment Commission and acknowledged the execution of the foregoing Certificate of Completion.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the \_\_\_\_ day of April, 2018.

My Commission Expires:

\_\_\_\_\_  
Notary Public  
Residing in St. Joseph County, Indiana

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.

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

1800.0000005 53,478,862

## EXHIBIT A

### **Description of Property**

A part of the Southeast Fractional Quarter of Section 12, Township 37 North, Range 2 East, Portage Township, City of South Bend, St. Joseph County, Indiana and being all that land conveyed to State of Indiana by Trustee's Deed, Book 355, Page 242 AND a portion of that land conveyed to State Armory Board by Quit Claim Deed, Book 347, Page 533 lying outside of the boundary of the Permanent Right of Way and the Limited Access Right of Way as described in the Right of Way Grant to the Indiana State Highway Commission in Book 648 Page 147, and more particularly described as follows:

Commencing at the calculated location of the southeast corner of said Section 12, said corner being South 0 degrees 13 minutes 54 seconds East 176.56 feet from a Harrison monument found at the southwest corner of Section 7, Township 37 North, Range 3 East; thence North 0 degrees 13 minutes 54 seconds West 742.94 feet along the east line of said Section 12 to the south line of the Limited Access Right of Way described in said Right of Way Grant prolonged; thence North 89 degrees 49 minutes 57 seconds West 10.00 feet along said Limited Access Right of Way prolonged to the west boundary of Eddy Street and the point of beginning of this description; thence North 89 degrees 49 minutes 57 seconds West 216.49 feet (218.8 feet by Book 648 Page 147) along said Limited Access Right of Way to the southwest corner of said Limited Access Right of Way and the north-most point of said Permanent Right of Way, thence South 59 degrees 23 minutes 03 seconds West 50.00 feet (distance quoted from Book 648 Page 147) along said Permanent Right of Way; thence South 30 degrees 37 minutes 01 seconds East 75.00 feet (distance quoted from Book 648 Page 147) along said Permanent Right of Way; thence South 36 degrees 19 minutes 57 seconds East 150.70 feet (distance quoted from Book 648 Page 147) along said Permanent Right of Way; thence South 26 degrees 47 minutes 57 seconds East 150.30 feet (distance quoted from Book 648 Page 147) along said Permanent Right of Way; thence South 17 degrees 30 minutes 11 seconds East 59.82 feet (59.4 feet by Book 648 Page 147) along said Permanent Right of Way to the former southwesterly boundary of Eddy Street; thence North 57 degrees 43 minutes 35 seconds East 56.52 feet along the former southwesterly boundary of said Eddy Street to the west boundary of said Eddy Street (said west boundary being parallel to and 10.00 feet west of said east line of said Section 12); thence North 0 degrees 13 minutes 54 seconds West 371.80 feet along said west boundary to the point of beginning and containing 1.352 acres, more or less.

Parcel Key No. 018-6012-027001