

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “First Amendment”) is made on January 24, 2019, by and between the South Bend Redevelopment Commission, the governing body of the City of South Bend Department of Redevelopment (the “Commission”), and Unity Gardens, Inc., an Indiana non-profit corporation (the “Developer”) (each a “Party,” and collectively the “Parties”).

RECITALS

A. The Commission and the Developer entered into a Development Agreement dated effective October 27, 2016 (the “Development Agreement”), for the development of a Project in the River West Development Area.

B. The Developer has been working with the City of South Bend (the “City”) Engineering Department to effectively connect portions of the Project to existing utility services, and the cost to make the connections is higher than initially anticipated.

C. The Parties now desire to modify the Development Agreement to reflect the Parties’ agreement, as set forth herein.

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

1. Section 1.2 of the Development Agreement shall be deleted in its entirety and replaced with the following:

1.2 Funding Amount. “Funding Amount” means an amount not to exceed Seventy-Five Thousand Dollars (\$75,000) of tax increment finance revenues to be used for paying the costs associated with the construction, equipping, inspection, and delivery of the Local Public Improvements in support of the Project. Further, the Parties agree that the Funding Amount shall be spent as set forth on Exhibit C.

2. Section 9.7 shall be revised to designate the Director of Economic Resources and Business Development as the contact person for the Commission.

3. Exhibit C, Description of Local Public Improvements, shall be deleted in its entirety and replaced with the attached Exhibit C.

4. The Developer hereby expressly reaffirms its obligations under the Development Agreement, and, unless expressly modified by this First Amendment, the terms and provisions of the Development Agreement remain in full force and effect.

5. Capitalized terms used in this First Amendment will have the meanings set forth in the Development Agreement unless otherwise stated herein.

6. The recitals set forth above are hereby incorporated into the operative provisions of this First Amendment.

7. This First Amendment will be governed and construed in accordance with the laws of the State of Indiana.

8. This First Amendment may be executed in separate counterparts, each of which when so executed shall be an original, but all of which together shall constitute one and the same instrument. Any electronically transmitted version of a manually executed original shall be deemed a manually executed original.

Signature Page Follows

IN WITNESS WHEREOF, the Parties hereby execute this First Amendment to Development Agreement as of the first date stated above.

COMMISSION:

SOUTH BEND REDEVELOPMENT
COMMISSION

By: _____
Marcia I. Jones, President

ATTEST:

By: _____
Donald E. Inks, Secretary

DEVELOPER:

UNITY GARDENS, INC.

By: _____
Sara Stewart, President

EXHIBIT C

Description of Local Public Improvements

The Commission will complete, or cause to be completed, the following work in accordance with the terms and conditions of this Agreement and in compliance with all applicable laws and regulations: utility connections supporting the construction of the Project.