



# CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

## Redevelopment Commission Agenda Item

DATE: July 23, 2024

FROM: Caleb Bauer, DCI Executive Director

SUBJECT: Studebaker Admin Development agreement; Union Station Purchase Agreement; Former Claeys Purchase Agreement

Funding Source\* (circle one) River West; River East; South Side; Douglas Road; West Washington; RDC General

\*Funds are subject to the City Controller's determination of availability; if funds are unavailable, as solely determined by the City Controller, then the authorization of the expenditure of such funds shall be void and of no effect.

**Purpose of Request:** Approval of real estate purchase agreement for the \$2.43M purchase of the Grand Hall and Parking Lot of Union Station, sale of former Claeys Candy building, and Development Agreement for the stabilization of the Studebaker Administration Building

**Specifics:** The Department of Community Investment requests approval of the purchase of the purchase of the 0.95 acres that includes the Grand Hall and Parking Lot of Union Station for a purchase price of \$2.43M (which reflects the average of two independent appraisals). The administration believes that ownership of this historic building is a good long-term investment for the Commission and could facilitate passenger rail connections in partnership with Amtrak in the near future.

Related to the purchase, staff also request approval for a sale of the former Claeys Candy building for \$1,000 to allow for its activation as part of a new data center owner at the remaining Union Station property.

Separately but related, staff propose approval of a Development Agreement with Studebaker Admin QOZB LLC for the stabilization of the Studebaker Administration building. The Commission would commit no more than \$825,000 for lead and asbestos identification and abatement to be paired with a private investment commitment of \$3.3M. Though this agreement does not fully activate the building, it will stabilize and preserve it and ensure that it can be redeveloped in the future.

 Pres/V-Pres

ATTEST: Union Station Secretary

Date: 7-25-2024

APPROVED  Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

1400S County-City Building | 227 W. Jefferson Blvd. | South Bend, Indiana 46601 | p 574.235.9371 | f 574.235.9021 | www.southbendin.gov

## REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (this "Agreement") is made on 7-25-2024 (the "Contract Date"), by and between the City of South Bend, Indiana, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission ("Seller") and Union Station Properties Holding LLC, a Delaware limited liability company, with its office at 506 W. South St., Suite 210, South Bend, IN 46601 ("Buyer") (each a "Party" and together the "Parties").

### RECITALS

WHEREAS, Seller exists and operates pursuant to the Redevelopment of Cities and Towns Act of 1953, as amended, being Ind. Code 36-7-14 (the "Act"); and

WHEREAS, in furtherance of its purposes under the Act, Seller owns certain real property commonly known as Claeys Candy, 525 S. Taylor Street located in South Bend, Indiana (the "City"), and more particularly described in attached Exhibit A (the "Property"); and

WHEREAS, pursuant to the Act, Seller adopted its Resolution No. 3599 on April 11, 2024, whereby Seller established an offering price of Three Hundred and Eighty-Two Thousand Dollars (\$382,000.00) for the Property; and

WHEREAS, pursuant to the Act, on April 11, 2024, Seller authorized the publication, on April 19, 2024, and April 26, 2024, respectively, of a notice of its intent to sell the Property and its desire to receive bids for said Property on or before May 9, 2024, at 9:30A.M.; and

WHEREAS, as of May 9, 2024, at 9:30A.M., Seller received one bid for the Property which was determined to be non-compliant, and, therefore, having satisfied the conditions stated in Section 22 of the Act, Seller now desires to sell the Property to Buyer on the terms stated in this Agreement; and

WHEREAS, in furtherance of future development projects in South Bend's Renaissance District and as additional consideration for the transfer of the Property contemplated herein, concurrently with the execution of this Agreement, the Parties shall enter into, or cause the execution of: (i) a certain Development Agreement pertaining to the property owned by Buyer located at 635 S. Main St. in South Bend, Indiana, commonly known as the Studebaker Administration Building (the "Studebaker Administration Development Agreement"); and (ii) a certain Purchase Agreement in which Seller shall purchase from Buyer the property located at 506 W. South Street in South Bend, Indiana, commonly known as Union Station (the "Union Station Purchase Agreement"); and

WHEREAS, the Parties acknowledge that the execution of the Studebaker Administration Development Agreement and the transfer of the property contemplated in the Union Station Purchase Agreement are conditions precedent to the transfer contemplated under this Agreement occurring.

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, Buyer and Seller agree as follows:

1. **RECITALS**

The recitals above are hereby incorporated into this Agreement by reference.

2. **OFFER AND ACCEPTANCE**

A copy of this Agreement, signed by Buyer, constitutes Buyer's offer to purchase the Property on the terms stated in this Agreement and shall be delivered to Seller, in care of the following representative ("Seller's Representative"):

TO SELLER: Executive Director  
Department of Community Investment  
City of South Bend  
1400 S. County-City Building  
227 W. Jefferson Blvd.  
South Bend, Indiana 46601

WITH COPY TO: South Bend Legal Department  
Attn: Corporation Counsel  
City of South Bend  
1200 S. County-City Building  
227 W. Jefferson Blvd.  
South Bend, Indiana 46601

This offer shall expire thirty (30) days after delivery unless accepted by Seller. To accept Buyer's offer, Seller shall return a copy of this Agreement, counter-signed by Seller in accordance with applicable laws, to the following ("Buyer's Representative"):

TO BUYER: Union Station Properties Holding LLC  
506 W. South St., Suite 210  
South Bend, IN 46601  
Attn: Sue Smith  
[s.smith@iqi-bi.com](mailto:s.smith@iqi-bi.com)

WITH COPY TO: Ice Miller LLP  
200 W. Madison St., Suite 3500  
Chicago, IL 60606  
Attn: Mike Tirman  
[Mike.Tirman@icemiller.com](mailto:Mike.Tirman@icemiller.com)

3. **PURCHASE PRICE**

A. **Purchase Price.** The purchase price for the Property shall be One Thousand Dollars (\$1,000.00) (the "Purchase Price"), payable by Buyer to Seller in cash at the closing described in

Section 10 below (the “Closing,” the date of which is the “Closing Date”).

#### 4. BUYER’S DUE DILIGENCE

A. Investigation. Buyer and Seller have made and entered into this Agreement based on their mutual understanding that Buyer intends to develop the Property into a data center support building and professional offices and other professional service enhancements and economic development enhancement as determined by Seller and Buyer (the “Intended Use”). Seller acknowledges that Buyer’s determination of whether the Intended Use is feasible requires investigation into various matters (Buyer’s “Due Diligence”). Therefore, Buyer’s obligation to complete the purchase of the Property is conditioned upon the satisfactory completion, in Buyer’s discretion, of Buyer’s Due Diligence, including, without limitation, Buyer’s examination, at Buyer’s sole expense, of zoning and land use matters, environmental matters, real property title matters, and the like, as applicable.

B. Due Diligence Period. Buyer shall have a period of thirty (30) days following the Contract Date to complete its examination of the Property in accordance with this Section 4 (the “Due Diligence Period”).

C. Authorizations During Due Diligence Period. During the Due Diligence Period, Seller authorizes Buyer and 1547 CSR – South Bend, LLC a Delaware limited liability company (“1547”), upon Buyer or 1547, as applicable, providing Seller with evidence that Buyer or 1547 has general liability insurance reasonably acceptable to Seller, in the amount of at least One Million Dollars (\$1,000,000), naming Seller as an additional insured and covering the activities, acts, and omissions of Buyer and/or 1547 and each of its representatives at the Property, to

(i) enter upon the Property or to cause agents to enter upon the Property for purposes of examination; provided, that Buyer and/or 1547 may not take any action upon the Property which reduces the value thereof and Buyer and/or 1547 may not conduct any invasive testing at the Property without Seller’s express prior written consent; further provided, that if the transaction contemplated herein is not consummated, Buyer and/or 1547 shall promptly restore the Property to its condition prior to entry, and agrees to defend, indemnify and hold Seller harmless, before and after the Closing Date whether or not a closing occurs and regardless of any cancellations or termination of this Agreement, from any liability to any third party, loss or expense incurred by Seller, including without limitation, reasonable attorney fees and costs arising from acts or omissions of Buyer and/or 1547 or either party’s agents or representatives; and

(ii) file any application with any federal, state, county, municipal or regional agency relating to the Property for the purpose of obtaining any approval necessary for Buyer’s anticipated use of the Property. If Seller’s written consent to or signature upon any such application is required by any such agency for consideration or acceptance of any such application Buyer may request from Seller such consent or signature, which Seller shall not unreasonably withhold. Notwithstanding the foregoing, any zoning commitments or other commitments that would further restrict the future use or development of the Property, beyond the restrictions in place as a result of the current zoning of the Property, shall be subject to Seller’s prior review and written approval.

D. Environmental Site Assessment. Buyer may, at Buyer's sole expense, obtain a Phase I environmental site assessment of the Property pursuant to and limited by the authorizations stated in this Section 4.

E. Termination of Agreement. If at any time within the Due Diligence Period Buyer determines, in its sole discretion, not to proceed with the purchase of the Property, Buyer may terminate this Agreement by written notice to Seller's Representative.

## 5. SELLER'S DOCUMENTS

Upon Buyer's request, Seller will provide Buyer a copy of all known environmental inspection, engineering, title, and survey reports and documents in Seller's possession relating to the Property. In the event the Closing does not occur, Buyer will immediately return all such reports and documents to Seller's Representative with or without a written request by Seller.

## 6. PRESERVATION OF TITLE; RISK OF LOSS

A. After the Contract Date, Seller shall not take any action or allow any action to be taken by others to cause the Property to become subject to any interests, liens, restrictions, easements, covenants, reservations, or other matters affecting Seller's title (such matters are referred to as "Encumbrances"). Seller acknowledges that Buyer intends to obtain, at Buyer's sole expense, and to rely upon a commitment for title insurance on the Property (the "Title Commitment") and a survey of the Property (the "Survey") identifying all Encumbrances as of the Contract Date. The Property shall be conveyed to Buyer free of any Encumbrances other than Permitted Encumbrances (as defined in Section 8 below).

B. If before the Closing the Property or any portion thereof shall be materially damaged, then Buyer may terminate this Agreement by written notice to Seller within five (5) days after Buyer is notified by Seller of the damage. If the Closing Date is within the aforesaid five (5) day period, then Closing shall be extended to the next business day following the end of said five (5) day period. If no such election is made, this Agreement shall remain in full force and effect and the purchase contemplated herein, shall be effected with no further adjustment.

## 7. TITLE COMMITMENT AND POLICY REQUIREMENTS

Buyer shall obtain the Title Commitment for an owner's policy of title insurance issued by a title company selected by Buyer and reasonably acceptable to Seller (the "Title Company") within twenty (20) days after the Contract Date. The Title Commitment shall (i) agree to insure good, marketable, and indefeasible fee simple title to the Property (including public road access) in the name of the Buyer for the full amount of the Purchase Price upon delivery and recordation of a special warranty deed (the "Deed") from the Seller to the Buyer, and (ii) provide for issuance of a final ALTA owner's title insurance policy, with any endorsements requested by Buyer, subject to the Permitted Encumbrances. Regardless of whether this transaction closes, Buyer shall be responsible for all of the Title Company's title search charges and all costs of the Title Commitment and owner's policy.

## 8. REVIEW OF TITLE COMMITMENT AND SURVEY

Within twenty (20) days after Buyer's receipt of the Title Commitment, Buyer shall give Seller written notice of any objections to the Title Commitment. Within twenty (20) days after Buyer's receipt of the Survey, Buyer shall give Seller written notice of any objections to the Survey. Any exceptions identified in the Title Commitment or Survey to which written notice of objection is not given within such period shall be a "Permitted Encumbrance." If the Seller is unable or unwilling to correct the Buyer's title and survey objections within the Due Diligence Period, Buyer may terminate this Agreement by written notice to Seller prior to expiration of the Due Diligence Period. If Buyer fails to so terminate this Agreement, then such objections shall constitute "Permitted Encumbrances" as of the expiration of the Due Diligence Period, and Buyer shall acquire the Property without any effect being given to such title and survey objections. Notwithstanding the foregoing, all Seller Encumbrances (as defined below) must be satisfied by Seller on or before the Closing Date or, if not so satisfied, shall be satisfied at Closing. As used herein, the term "Seller Encumbrance" shall mean any mortgage or other monetary lien encumbering the Property.

## 9. NOTICES

All notices required or allowed by this Agreement, before or after Closing, shall be delivered in person or by certified mail, return receipt requested, postage prepaid, addressed to Seller in care of Seller's Representative (with a copy to South Bend Legal Department, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, IN 46601, Attn: Corporation Counsel), or to Buyer in care of Buyer's Representative at their respective addresses stated in Section 2 above. Either Party may, by written notice, modify its address or representative for future notices.

## 10. CLOSING

A. Conditions Precedent to Closing. Before the Parties may proceed to Closing as described in this Section 10, the Parties must first (i) proceed to closing and effect the transfer of the property that is the subject of the Union Station Purchase Agreement, and (ii) enter into, or cause the execution of the Studebaker Administration Development Agreement (collectively, the "Conditions Precedent to Closing").

B. Timing of Closing. Provided the Conditions Precedent to Closing occur, and unless this Agreement is earlier terminated, the Closing shall be held in escrow through the office of the Title Company, and the Closing Date shall be a mutually agreeable date not later than thirty (30) days after the end of the Due Diligence Period; provided, however, the Parties agree to use best efforts to close by August 7, 2024.

C. Closing Procedure.

(i) At Closing, Buyer shall deliver the Purchase Price to Seller, conditioned on Seller's delivery of the Deed, in the form attached hereto as Exhibit B, conveying the Property to Buyer, free and clear of all liens, encumbrances, title defects, and exceptions other than Permitted Encumbrances, and the Title Company's delivery of the marked-up copy of the Title Commitment (or pro forma policy) to Buyer in accordance with Section 7 above. Seller will also execute and deliver (1) a vendor's affidavit in form sufficient to cause

the Title Company to delete the so-called standard exceptions from Buyer's title policy, (2) a certification of non-foreign status, (3) Seller's counterpart to an Indiana sales disclosure form, and (4) Seller's counterpart to the settlement statement prepared by the Title Company. Buyer will also execute and deliver (1) Buyer's counterpart to an Indiana sales disclosure form, and (2) Buyer's counterpart to the settlement statement prepared by the Title Company.

(ii) Possession of the Property shall be delivered to the Buyer at Closing, in the same condition as it existed on the Contract Date, ordinary wear and tear and casualty excepted.

D. Closing Costs. Buyer shall pay all of the Title Company's closing and/or document preparation fees and all recordation costs associated with the transaction contemplated in this Agreement.

#### **11. BUYER'S POST CLOSING OBLIGATIONS**

After the Closing Date, the Buyer shall use best efforts to ensure the Property remains actively utilized, which may include but is not limited to the storage and staging of equipment and materials related to potential improvements at the data center facility located at 506 W. South Street, South Bend, Indiana, for a minimum of five (5) years the ("Post-Closing Term"). This post-closing obligation shall be binding on future owners of interest in any portion of the Property during the Post-Closing Term. Notwithstanding the foregoing, should Buyer sell the Property within the Post-Closing Term, Buyer shall have no further obligation as to the utilization of the Property from and after the date of such sale.

#### **12. ACCEPTANCE OF PROPERTY AS-IS**

Except for Seller's express representations and warranties contained in this Agreement, Buyer agrees to purchase the Property "as-is, where-is" and without any representations or warranties by Seller as to the condition of the Property or its fitness for any particular use or purpose. Except for Seller's express representations and warranties contained in this Agreement, Seller offers no such representation or warranty as to condition or fitness, and nothing in this Agreement will be construed to constitute such a representation or warranty as to condition or fitness.

#### **13. TAXES**

Buyer, and Buyer's successors and assigns, shall be liable for any and all real property taxes assessed and levied against the Property with respect to the year in which the Closing takes place, prorated as of the Closing Date, and for all subsequent years. Seller shall have no liability for any real property taxes associated with the Property, and nothing in this Agreement shall be construed to require the proration or other apportionment of real property taxes resulting in Seller's liability therefor.

#### **14. REMEDIES**

Upon any default in or breach of this Agreement by either Party, the defaulting Party will proceed immediately to cure or remedy such default within seven (7) days after receipt of written notice of

such default or breach from the non-defaulting Party (except for either Party's failure to close on the Closing Date, in which event there shall not be a cure period), or, if the nature of the default or breach is such that it cannot be cured within seven (7) days, the defaulting Party will diligently pursue and prosecute to completion an appropriate cure within a reasonable time, not to exceed thirty (30) days. In the event of a default or breach by Seller that remains uncured for longer than the period stated in the foregoing sentence, Buyer may terminate this Agreement, commence legal proceedings, including an action for specific performance, or pursue any other remedy available at law or in equity. In the event of a default or breach by Buyer that remains uncured for longer than the period stated in the foregoing sentence, Seller may terminate this Agreement. All the Parties' respective rights and remedies concerning this Agreement and the Property are cumulative.

**15. COMMISSIONS**

The Parties mutually acknowledge and warrant to one another that neither Buyer nor Seller is represented by any broker in connection with the transaction contemplated in this Agreement. Buyer and Seller agree to indemnify and hold harmless one another from any claim for commissions in connection with the transaction contemplated in this Agreement.

**16. INTERPRETATION; APPLICABLE LAW**

As both Parties have participated fully and equally in the negotiation and preparation of this Agreement, this Agreement shall not be more strictly construed, nor shall any ambiguities in this Agreement be presumptively resolved, against either Party. This Agreement shall be interpreted and enforced according to the laws of the State of Indiana.

**17. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL**

Any action to enforce the terms or conditions of this Agreement or otherwise concerning a dispute under this Agreement will be commenced in the courts of St. Joseph County, Indiana, unless the Parties mutually agree to an alternative method of dispute resolution. The Parties acknowledge that disputes arising under this Agreement are likely to be complex and they desire to streamline and minimize the cost of resolving such disputes. In any legal proceeding, each Party irrevocably waives the right to trial by jury in any action, counterclaim, dispute, or proceeding based upon, or related to, the subject matter of this Agreement. This waiver applies to all claims against all parties to such actions and proceedings. This waiver is knowingly, intentionally, and voluntarily made by both Parties.

**18. ATTORNEYS' FEES**

In the event legal action is instituted by any party to enforce the terms of this Agreement or which arises out of the execution of this Agreement, the prevailing party in such legal action will be entitled to receive from the other party the prevailing party's reasonable attorneys' fees and court costs, including the costs of appeal, as may be determined and awarded by the court in which the action is brought. For purposes of this Section 18, the term "prevailing party" shall include, but not be limited to, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, settlement or



judgment.

**19. WAIVER**

Neither the failure nor any delay on the part of a Party to exercise any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise of the same or of any right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of any such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

**20. SEVERABILITY**

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

**21. FURTHER ASSURANCES**

The Parties agree that they will each undertake in good faith, as permitted by law, any action and execute and deliver any document reasonably required to carry out the intents and purposes of this Agreement.

**22. ENTIRE AGREEMENT**

This Agreement embodies the entire agreement between Seller and Buyer and supersedes all prior discussions, understandings, or agreements, whether written or oral, between Seller and Buyer concerning the transaction contemplated in this Agreement.

**23. ASSIGNMENT**

Buyer and Seller agree that this Agreement or any of Buyer's rights hereunder may not be assigned by Buyer, in whole or in part, without the prior written consent of Seller; provided, however, Buyer may assign this Agreement to 1547 or an affiliate of 1547 without Seller's prior written consent. Buyer and Seller acknowledge and agree that Buyer intends to assign this Agreement before the Closing to 1547 or an affiliate of 1547. In the event Buyer wishes to obtain Seller's consent regarding a proposed assignment of this Agreement, Buyer shall provide any and all information reasonably demanded by Seller in connection with the proposed assignment and/or the proposed assignee.

**24. BINDING EFFECT; COUNTERPARTS; SIGNATURES**

All the terms and conditions of this Agreement will be effective and binding upon the Parties and their successors and assigns at the time the Agreement is fully signed and delivered by Buyer and Seller. This Agreement may be separately executed in counterparts by Buyer and Seller, and the same, when taken together, will be regarded as one original Agreement. Electronically transmitted

signatures will be regarded as original signatures.

**25. AUTHORITY TO EXECUTE; EXISTENCE**

The undersigned persons executing and delivering this Agreement on behalf of the respective Parties represent and certify that they are the duly authorized representatives of each and have been fully empowered to execute and deliver this Agreement and that all necessary corporate action has been taken and done. Further, the undersigned representative of Buyer represents and warrants that Buyer is duly organized, validly existing, and in good standing under the laws of the State of Indiana. The undersigned representative of Seller represents and warrants that it owns in fee simple title the Property and has not granted any option or right of first refusal to any person or entity to acquire the Property or any interest therein.

**26. TIME**


Time is of the essence of this Agreement.

**[Signature page follows.]**

IN WITNESS WHEREOF, the Parties hereby execute this Real Estate Purchase Agreement to be effective as of the Contract Date stated above.

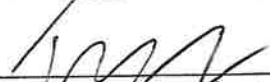
**BUYER:**

**Union Station Properties Holding LLC,**

By:   
Kevin Smith, its Managing Member

**SELLER:**

**South Bend Redevelopment Commission**

  
Troy Warner, President

**ATTEST:**

  
Vivian G. Sallie, Secretary

**EXHIBIT A**

**Description of Property**

**Parcel I**

**Address:** 525 S Taylor St.

**Parcel Number:** 018-3043-1650

**State Parcel Number:** 71-08-11-426-002.000-026

**Legal Description:** Lots 1 & 2 & Vac Alley N & Adj Touhey & Hagerty's Sub Of Bol 59

**Parcel II**

**Address:** 525 S Taylor St.

**Parcel Number:** 018-3043-1653

**State Parcel Number:** 71-08-11-426-003.000-026

**Legal Description:** LOTS 3 & 4 TOUHEY & HAGERTY'S SUB OF LOT 59 BOL

**EXHIBIT B**

**Form of Special Warranty Deed**

**AUDITOR'S RECORD**

TRANSFER NO. \_\_\_\_\_

TAXING UNIT \_\_\_\_\_

DATE \_\_\_\_\_

KEY NOS. 018-3043-1653

018-3043-1650

**SPECIAL WARRANTY DEED**

THIS INDENTURE WITNESSETH, that the City of South Bend, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission, 1400 S. County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana (the "Grantor")

*Union Station Properties Holding LLC*

CONVEYS AND SPECIALLY WARRANTS to \_\_\_\_\_ (the "Grantee"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following real estate located in St. Joseph County, Indiana (the "Property"):

**[Parcel I**

**Address:** 525 S Taylor St.  
**Parcel Number:** 018-3043-1650  
**State Parcel Number:** 71-08-11-426-002.000-026  
**Legal Description:** Lots 1 & 2 & Vac Alley N & Adj Touhey & Hagerty's Sub Of Bol 59

**Parcel II**

**Address:** 525 S Taylor St.  
**Parcel Number:** 018-3043-1653  
**State Parcel Number:** 71-08-11-426-003.000-026  
**Legal Description:** LOTS 3 & 4 TOUHEY & HAGERTY'S SUB OF LOT 59 BOL]

The Grantor warrants title to the Property only insofar as it might be affected by any act of the Grantor during its ownership thereof and not otherwise.

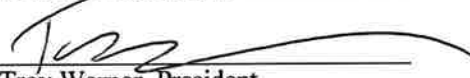
The Grantor hereby conveys the Property to the Grantee free and clear of all liens, leases or licenses; subject to real property taxes and assessments; subject to all right of ways, easements, covenants, conditions, restrictions, and other matters of record; subject to rights of way for roads and such matters as would be disclosed by an accurate survey and inspection of the Property; and subject to all applicable building codes and zoning ordinances.

The Grantor conveys the Property to the Grantee subject to the limitation that the Grantee, and its successors and assigns, shall not discriminate against any person on the basis of race, creed, color, sex, age, or national origin in the sale, lease, rental, use, occupancy, or enjoyment of the Property or any improvements constructed on the Property at any time. These restrictions shall run with the land and be binding upon the Grantee, as well as all future owners of interest in all or any portions of the Property and their respective successors and assigns.

Each of the undersigned persons executing this deed on behalf of the Grantor represents and certifies that s/he is a duly authorized representative of the Grantor and has been fully empowered, by proper action of the governing body of the Grantor, to execute and deliver this deed, that the Grantor has full corporate capacity to convey the real estate described herein, and that all necessary action for the making of such conveyance has been taken and done.

GRANTOR:

SOUTH BEND  
REDEVELOPMENT COMMISSION

  
Troy Warner, President

ATTEST:

  
Vivian G. Sallie, Secretary


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

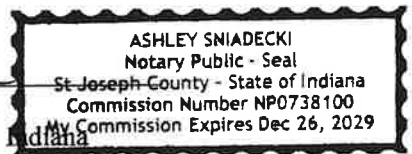
Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Troy Warner and Vivian G. Sallie, known to me to be the President and Secretary, respectively, of the South Bend Redevelopment Commission and acknowledged the execution of the foregoing Special Warranty Deed being authorized so to do.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the 25<sup>th</sup> day of July, 2024.

My Commission Expires:

Dec. 26, 2029

  
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. /s/ Danielle Campbell Weiss.

This instrument was prepared by Danielle Campbell Weiss, Senior Assistant City Attorney, City of South Bend, Indiana, Department of Law, 227 W. Jefferson Boulevard, Suite 1200S, South Bend, IN 46601.