



# CITY OF SOUTH BEND

## REDEVELOPMENT AUTHORITY

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### **Agenda**

Scheduled Meeting

March 10, 2025 – 1:30 pm

Mayor's Conference Room, 14<sup>th</sup> Floor or via: <https://tinyurl.com/RDA31025>

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#### **1. Roll Call**

#### **2. Election of Officers**

- A. President
- B. Vice President
- C. Secretary-Treasurer

#### **3. Approve Meeting Minutes**

- A. December 19, 2024

#### **3. New Business**

- A. Maintenance and Temporary Construction Easement Agreement (South Bend Riverwalk Partners / J.C. Hart Company)
- B. Resolution No. 219 (Appointing Authorized Representatives to Conduct Certain Administrative Acts)

#### **4. Adjournment**

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# CITY OF SOUTH BEND

## REDEVELOPMENT AUTHORITY

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December 19, 2024 – 10:00 a.m.  
CCB Conference Room, 14th Floor or via: <https://tinyurl.com/RDA-12-19-2024>

The meeting was called to order at 10:05 a.m.

President Erin Hanig presiding.

### 1. Roll Call

Members Present: Erin Linder Hanig, President - Virtual  
Anthony Fitts, Vice-President - IP  
Richard Klee, Secretary - IP

Redevelopment Staff: Laura Hensley, Board Secretary

Legal Counsel: Michael Schmidt, Asst. City Attorney  
Danielle Campbell Weiss, Asst. City Attorney

Attending: Sarah Schaefer, Deputy Director DCI  
Erik Glavich, Director Growth & Opportunity, DCI - Virtual  
Joseph Molnar, Asst. Dir. of Growth and Opp., DCI - Virtual  
Erin Michaels, Property Development Manager, DCI - Virtual  
Richard A. Nussbaum, President of Midwest League,  
Joe Hart, President of South Bend Cubs  
Tom Kwietniewski, Vice President of Estimating,  
A-One Group Ltd. - Virtual

### 2. Approval of Minutes

#### A. Approval of the Minutes of May 1, 2024

Upon a motion by Secretary Richard Klee and seconded by Vice-President Anthony Fitts, the motion carried unanimously, the Authority approved the Minutes of the Meeting of May 1, 2024.

B. Approval of the Minutes of May 20, 2024

Upon a motion by Vice-President Anthony Fitts and seconded by Secretary Richard Klee, the motion carried unanimously, the Authority approved the Minutes of the Meeting of May 20, 2024.

**3. New Business**

A. First Amendment to Stadium Use Agreement (Swing Batter Swing).

Michael Schmidt, Assistant City Attorney, stated that back in May 2024 the RDA was asked to accept as part of the bonding package to go forward with this project. The new use agreement will be for twenty (20) years. Mr. Schmidt explained that we have signatures on that document, but then we had this protocol and sent it over to Major League Baseball for their approval under their governing bylaws, they wanted additional provisions related to how the Cubs franchise works within the operating bodies of Major League Baseball and that language was added. Mr. Schmidt stated that now we are coming back to get the Redevelopment Authority's approved on the amendment.

Richard A. Nussbaum wanted to speak in favor of the amendment to the operations and management agreement. Mr. Nussbaum explained that the financing to support the bonds is working and the revenues that are being produced by the professional Sports Development Fund are more than enough to pay for the bonds. He states that the amendment extends the agreement through the 2044 season within the timeframe of the bonds, recognized the roll of the RDA body as the bond issuing authority as well as the Venue Parks & Arts department as operational entity for the City, the City has some maintenance responsibilities which are now being assumed by the team which includes a new field. Mr. Nussbaum stated that we have Major League Baseball approval of the agreement that was necessary because Major League Baseball adopted a brand-new relationship with Minor League Baseball, which they have more control and there are new entities that were formed that needed to be defined within the scope of this agreement. There were some that needed clarification, which is why Major League Baseball needed the amendment, and this has already gotten approval from the Board of Public Works as well as VPA. Mr. Nussbaum stated that Minor League Baseball has had a good relationship for 34 years with the City and that is not always the case with some communities struggling to meet basic baseball standards with needing to spend \$100 million or more for a new stadium.

President Erin Linder Hanig stated that she had no further questions. Vice-President Anthony Fitts asked about the relationship with the Professional Development License League (PDL) because the agreement previously was with the South Bend Cubs organization. Dick Nussbaum explained that the South Bend Cubs have great relationship with Major League

Baseball and the Chicago Cubs and given the fact that we are only 90 miles from Wrigley Field and also the fact that our facility is not only a great facility, but it's going to get better, there's little or no fear that there will be a different team. However, if something catastrophic happened, there would be another PDL team that would be put here. Mr. Fitts also asked about the clause about an untenability period and timing. Mr. Nussbaum stated that this is not an issue at this facility in South Bend because the standards are being met for the players. Attorney Schmidt stated that the improvements are on schedule. Secretary Richard Klee asked if there are any provisions that would be at all onerous or untenable as a result this new agreement. Dick Nussbaum explained that the new provisions are all based upon the operating guidelines that PDL puts in place to make sure the South Bend Cubs are doing what they are supposed to under the license and this facility with the improvements being made currently will be a model for other stadiums.

Upon a motion by Secretary Richard Klee and seconded by Vice-President Anthony Fitts, the motion carried unanimously, the Authority approved the First Amendment to Stadium Use Agreement (Swing Batter Swing) on December 19, 2024.

#### 4. Adjournment

The Authority adjourned the meeting at 10:21 a.m.

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Anthony Fitts  
South Bend Redevelopment Authority

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Rick Klee  
South Bend Redevelopment Authority

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Erin Linder Hanig  
South Bend Redevelopment Authority

Cross Reference: 9010102 (Quitclaim Deed)  
 \_\_\_\_\_ (Limited Warranty Deed)

## **MAINTENANCE AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS MAINTENANCE AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this “**Agreement**”) is entered into by and between SOUTH BEND REDEVELOPMENT AUTHORITY, a separate body corporate and politic organized and existing under the provisions of I.C. 36-7-14.5 as an instrumentality of the City of South Bend, Indiana (“**Grantor**”), and SOUTH BEND RIVERWALK PARTNERS, LLC, an Indiana limited liability company (“**Grantee**”; together with Grantor, each a “**Party**” or, collectively, the “**Parties**”), to be effective as of \_\_\_\_\_, 2025.

## RECITALS

WHEREAS, Grantor is the fee simple owner of certain real estate located in St. Joseph County, Indiana, more particularly described on Exhibit A attached hereto and by reference incorporated herein (the “**Grantor Property**”);

WHEREAS, Grantee is the fee simple owner of certain real estate located in St. Joseph County, Indiana, more particularly described on Exhibit B attached hereto and by reference incorporated herein (the “**Grantee Property**”, together with Grantor Property, the “**Properties**”);

WHEREAS, Grantee intends to develop a multifamily apartment community on the Grantee Property (the “**Grantee Project**”);

WHEREAS, Grantor desires to grant to Grantee certain maintenance and temporary construction easements in, over, under, and through portions of the Grantor Property in accordance with the terms set forth below.

## AGREEMENT

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Recitals. The foregoing recitals are hereby affirmed by Grantor and Grantee as true and correct, and each such recital is incorporated herein by this reference.

2. Grant of Easements.

- a. Maintenance Easement. Grantor hereby grants, bargains, sells and conveys to Grantee, and its employees, agents and contractors, successors and assigns a permanent, non-exclusive easement (the “**Maintenance Easement**”) over, under, across and through the portion of Grantor’s Property being more particularly depicted and described on Exhibit C (the “**Maintenance Easement Area**”) for the purposes of accessing, maintaining, repairing, and/or replacing the Grantee Project, including the maintaining the encroachment of any building footers, or any part thereof and any work related thereto, and may include, without limitation window washing, painting, caulking, and maintaining a retaining wall.
- b. Temporary Construction Easement. Grantor hereby grants, bargains, sells and conveys to Grantee and Grantee’s agents, contractors, and subcontractors, a temporary construction easement (the “**Construction Easement**”, together with the Maintenance Easement, the “**Easements**”) over, upon, under and through the portion of Grantor’s Property being more particularly depicted and described on Exhibit D (the “**Construction Easement Area**”; together with the Maintenance Easement Area, the “**Easement Areas**”) for the purpose of accessing and constructing the Grantee Project including constructing the building footers. This temporary construction easement shall remain in effect until the earlier of (a) the date of Substantial Completion by Grantee of Grantee’s Project, or (b) the date that is five (5) years after the effective date of this Agreement. As used herein, “**Substantial Completion**,” “**Substantially Completed**,” and any derivations thereof mean such work is completed in substantial accordance with Grantee’s development plans and all laws, and the City of South Bend, Indiana has issued a certificate of occupancy to Grantee for the Grantee Project.

3. Construction of Grantee Project.

- a. Construction Activities. Grantor acknowledges and agrees Grantee shall be entitled to interrupt access to portions of Grantor’s Property during the construction of the Grantee Project. However, to the extent it is necessary that the sidewalk segment of the Grantor’s property becomes obstructed during a portion of the construction or maintenance work, such obstruction shall only exist for as long as reasonably required to complete the portion of the construction or maintenance work requiring the obstruction. Grantee shall Substantially Complete or cause the Substantial Completion of the construction of the Grantee Project within four (4) years following the commencement of construction of the Grantee Project, subject only to Force Majeure (defined below).



- b. Mechanics Liens. Grantee shall not cause or permit any lien to attach to the Grantor Property or to any improvements now existing or to be constructed or installed thereon by reason of the performance of any labor or work or the provision of any services, machinery, tools, equipment, supplies or materials under or pursuant to this Agreement, or any supplement or ancillary agreement or field directive relating to the construction of the Grantee Project. If such a lien shall be filed, Grantee shall take all steps necessary for the release and discharge of such lien in the manner required under applicable law within sixty (60) days of Grantee's receipt of written notice thereof from Grantor and provided that nothing herein shall prevent Grantee from contesting any such lien in good faith. If any aforementioned lien shall remain in force or uncontested for sixty (60) days after Grantee's receipt of written notice thereof from Grantor, Grantor shall have the right and privilege of paying and discharging the same or any portion thereof without inquiry as to the validity thereof. Grantee shall hold the affected Property owner harmless from and indemnify same against all costs, liabilities, losses, and expenses related to such lien.

4. Use of the Easement Areas. Subject to the terms herein, each Party agrees that its use (and the use by such Party's employees, agents, tenants or invitees) of the Easement Areas shall not unreasonably interfere with the use and enjoyment of the other Party's Property. Grantor shall not at any time erect, construct, or cause to be erected or constructed, any fence, wall, curb or other barrier in the Easement Areas or in any manner interfere with or restrict the full and complete use and enjoyment by Grantee of the Easement granted herein. Grantee may, as reasonably required on a temporary basis during periods of construction, maintenance, repair or replacement of the Grantee Project, erect, construct, or cause to be erected or constructed, a fence or other barrier in the Easement Areas; however, such fence or other barrier may not extend over the area of the Grantor Property that contains the sidewalk without a minimum of forty-eight (48) hours' prior written notice to the Grantor, and without regular updates to Grantor regarding when the fencing or other barrier will be removed. In the event Grantee erects a fence or other barrier that causes the entirety of the sidewalk to be blocked from use, Grantee, in coordination with Grantor, shall erect appropriate signage indicating that the sidewalk is temporarily closed, as well as any other warning signage as reasonably appropriate. At all times during the construction or maintenance of the Grantee Project, Grantee agrees to conduct the construction or maintenance in a manner consistent with keeping the Grantor Property in good order and condition and free of debris. During times of construction, signage and barriers must be checked by Grantee regularly to ensure adequate safety zones and public paths are maintained.

5. Restoration by Grantee. Upon completion of any construction or maintenance activities, the Grantee agrees that at its sole expense, it shall restore the Grantor's Property to, as nearly as practical, its condition as it existed immediately prior to Grantee's use. Grantee will notify the Grantor promptly upon completion of restoration, so as to provide Grantor with sufficient time to inspect and provide written notice of its acceptance of the restoration for each portion of the Grantor Property used; provided, however, if Grantor has not provided Grantee with written notice of acceptance of the restoration within fifteen (15) days of Grantee's notifying Grantor, then the restoration shall be deemed accepted.

6. Damage to Project Site or Project. If any Work conducted by or on behalf of the Grantee causes damage to any portion of the Grantor Property, after notice from Grantor identifying such damages and demanding that such damage be repaired, Grantee shall, within a reasonable timeframe as agreed to by the Parties, repair such damage at its expense. If the Grantee fails to repair such damage within the agreed timeframe, then Grantor may, but shall not be obligated to, complete the necessary repairs, in which case the Grantee shall reimburse Grantor all costs incurred by Grantor to complete the repairs upon thirty (30) days written demand accompanied by reasonable evidence of such costs.

7. Indemnity. The Grantee shall indemnify, defend, and hold the Grantor, its agents, directors, employees, managers, members, officers, and partners and their respective assigns and successors harmless from and against any and all claims, penalties, fines, losses, costs, damages, liabilities or expenses (including reasonable attorneys' fees actually incurred and court costs) (collectively, the "**Claims**") for any and all injuries to persons or damages to property incurred by Grantor in connection with the Easements and rights created herein, except to the extent caused by the negligence or willful acts or omissions of the Grantor or its employees, tenants, contractors, agents or licensees.

8. Duration of Easements; Binding on Successors and Assigns. The nonexclusive Maintenance Easement created herein is hereby declared to be perpetual, and is appurtenant to and shall run with the benefitted and burdened Property, and shall be binding on, and inure to the benefit of, the then owners of the benefitted and burdened Property, and any portions thereof, and their respective legal representatives, successors and assigns and on all parties having or acquiring any right, title, interest, or estate in any Property. The nonexclusive Temporary Construction Easement shall terminate in the timeframe as set forth in Section 2.b. herein, and for as long as it remains in effect, shall be appurtenant to and shall run with the benefitted and burdened Property, and shall be binding on, and inure to the benefit of, the then owners of the benefitted and burdened Property, and any portions thereof, and their respective legal representatives, successors and assigns and on all parties having or acquiring any right, title, interest, or estate in any Property. .

9. Amendment to this Agreement. This Agreement may be modified, amended, or terminated, in whole or in part, only by the written consent of the then owners of record of the Properties. Any modification, amendment, or termination of this Agreement shall become effective only upon recording the same in the Office of the Recorder of St. Joseph County, Indiana.

10. No Dedication for Public Use. This Agreement is not intended to, and does not, constitute a dedication for public use of all or any portion of the Easement Areas, and the rights granted herein are private.

11. Remedies; Cure Rights; Waivers. In the event either Party is in breach or default of its obligations hereunder, the non-defaulting Party may enforce this Agreement against the other Party by seeking injunctive relief, specific performance, or any other remedy available at law or in equity, but in all events excluding any special, indirect, consequential, or punitive damages. In any action arising out of this Agreement, the prevailing Party in such action shall be entitled, in addition to all other relief granted, to its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs set by the court. Neither Party shall be considered in breach or default of its obligations under this Agreement until the non-defaulting Party has given



the defaulting Party written notice of such alleged default or non-performance and the defaulting Party has failed to cure the same within thirty (30) days after the receipt of such notice, provided that if the breach or non-performance is of the type that would reasonably take more than thirty (30) days to cure, such defaulting Party shall not be considered in breach or default of this Agreement if it commences cure within said thirty (30) day period and diligently and in good faith completes such cure within a reasonable time thereafter. Any such cure by a defaulting Party shall not relieve it of responsibility for payment of any loss or expense incurred by the non-defaulting Party. No waiver by either Party of any default under this Agreement shall be effective or binding upon such Party unless made in writing. No waiver of any default shall be deemed a waiver of any other or subsequent default hereunder.

12. Unenforceable Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and which shall be legal, valid and enforceable.

13. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

14. Lien Subordination. Any mortgage, deed of trust, ground lease, or other lease now existing or hereafter granted or entered into affecting the Grantor Property or Grantee Property shall be subject to, subordinate and inferior to the easement, rights, benefits, and obligations created hereby, and the foreclosure under any such mortgage shall not extinguish or impair the easement, rights, benefits, and obligations created by this Agreement.

15. Notice. All notices, demands, or other communications of any type given pursuant to this Agreement shall be in writing and shall be delivered to the person to whom the notice is directed, either: (i) in person with a receipt requested therefor; or (ii) sent by a recognized overnight service for next day delivery or by United States certified mail, return receipt requested, postage prepaid to the addresses; or (iii) by electronic mail with as follows:

To Grantor: South Bend Redevelopment Authority  
1400S County City Building  
South Bend, Indiana 46601  
Attention: Executive Director of Community Investment  
Email: cbauer@southbendin.gov

With a copy to: City of South Bend  
227 W. Jefferson Boulevard, Suite 1200S  
South Bend, Indiana 46601  
Attention: Legal Department  
Email: legaldept@southbendin.gov

To Grantee: South Bend Riverwalk Partners, LLC  
c/o J.C. Hart Company, Inc.  
805 City Center Drive, Suite 120  
Carmel, Indiana 46032  
Attention: John C. Hart, Jr.  
Email: john@homeisjchart.com

With a copy to: Dinsmore & Shohl LLP  
211 North Pennsylvania Street  
One Indiana Square, Suite 1800  
Indianapolis, Indiana 46204  
Attention: E. Joseph Kremp  
Email: Joe.Kremp@dismore.com.

Either Party may change its address for notice hereunder by notice to the other Party given as set forth herein.

16. Extent of Liability. Notwithstanding any other provision contained in this Agreement to the contrary, the Parties hereby expressly agree that the obligations and liability of each of them shall be limited solely to such Party's interest in its respective tract, as such interest is constituted from time to time. The Parties agree that any claim against a Party hereto shall be confined to and satisfied only out of, and only to the extent of, such Party's interest in its tract, as such interest is constituted from time to time. Nothing contained in this paragraph shall limit or affect any right that a Party might otherwise have to seek or to obtain injunctive relief or to specifically enforce the rights and agreements herein set forth, provided that such injunctive relief or specific performance does not involve the payment of money from a source other than such Party's interest in its tract, as such interest may be constituted from time to time.

17. Insurance. Grantee hereby agrees to maintain comprehensive commercial general liability insurance in commercially reasonable amounts, insuring against any and all claims for bodily injury, death and/or property damage occurring on, in or about the Grantee Property as a result of the exercise of the rights granted and reserved in this Agreement. The Parties acknowledge and agree that Grantor is self-insured for general liability risk; additionally, notwithstanding anything in this Agreement, Grantor does not waive any governmental immunity or liability limitations available to it under Indiana law.

18. Applicable Law. The term and provisions of this Agreement shall be governed by and construed under the laws of the State of Indiana without regard to conflicts of law principles.

19. No Implied Waiver. Except as herein expressly provided, no waiver by a party of any breach of this Agreement shall be deemed to be a waiver of any other breach by the other party and no acceptance of payment or performance by a party after any breach by the other party shall be deemed to be waiver of any breach of this Agreement by such other party, whether or not the first party knows of such breach at the time and accepts such payment or performance. No failure

or delay by a party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of right by the first party while the other party continues to be in default.

20. Force Majeure. Notwithstanding anything to the contrary set forth in this Agreement, in the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental regulations or law, riots, insurrection, war, unusually inclement weather, terrorists acts, a global or national health emergency, pandemic, or epidemic (including the impact and effects of any related lock-down, quarantine, or stay-at-home orders), or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement (collectively, “**Force Majeure**”), then performance of such act shall be excused for the period of the delay, and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.

21. Estoppel. Each of Grantor and Grantee (as applicable, a “**Responding Owner**”) hereby covenants that within fifteen (15) days after receipt of notice requesting an estoppel certificate from the other party (but not more than twice in any calendar year), the Responding Owner will issue to the requesting party or to any prospective mortgagee, purchaser or tenant of such party, an estoppel certificate stating, to the Responding Owner’s actual knowledge: (a) whether any default exists under this Agreement (and if there is any such default, then stating the nature thereof); (b) whether this Agreement has been assigned, modified or amended in any way (and if it has, then stating the nature thereof); (c) whether this Agreement is in full force and effect as of the date of the estoppel certificate; and (d) such other matters as the requesting party may reasonably request. Failure by a Responding Owner to so execute and provide such estoppel certificate within the specified period of time shall be deemed an admission on the Responding Owner’s part that the requesting party is current and not in default in the performance of its obligations under this Agreement. Any such estoppel certificate may be relied upon by transferees, tenants, lenders and any other similar parties of Grantor or Grantee.

22. Headings, Captions; Interpretation and Survival. The section and subsection headings, captions and numbering system contained herein are inserted for purposes of convenience and identification only and shall not be considered in construing or interpreting this Agreement. Words of any gender used herein shall be held and construed to include any other gender; words of a singular number shall be held to include the plural and vice versa, unless the context requires otherwise; and any reference to “including” shall mean “including, but not limited to” unless expressly stated otherwise. Words importing person shall include firms, associations, partnerships, limited liability companies and corporations, including public bodies and entities, as well as natural persons. In addition to any provisions expressly stated to survive termination of this Agreement, all provisions which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond such termination (and the corresponding rights of the other party to enforce or receive the benefit thereof) shall survive such termination.

23. Time. If a final date of any period, deadline, due date, or date of performance falls on a Saturday, Sunday, or federal holiday, the date shall be extended to the immediately following

date that is not a Saturday, Sunday, or federal holiday. Time is of the essence of this Agreement and each and every provision hereof.

24. Entire Agreement. This Agreement contains the entire agreement with respect to the transactions contemplated herein, and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning the same.

[SIGNATURE PAGES AND ACKNOWLEDGMENTS FOLLOW]

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the day and year first above written.

GRANTOR:

SOUTH BEND REDEVELOPMENT  
AUTHORITY

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_, respectively, of South Bend Redevelopment Authority who, after having been duly sworn, acknowledged the execution of the foregoing Agreement.

WITNESS, my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

My Commission Expires:

\_\_\_\_\_

( \_\_\_\_\_ ) Notary Public

My County of Residence:

\_\_\_\_\_

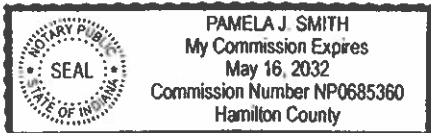
**SOUTH BEND RIVERWALK PARTNERS, LLC,**  
an Indiana limited liability company

By: Charles H. Kurtz  
Charles H. Kurtz,  
Authorized Representative

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Hamilton )

Before me, a Notary Public in and for said County and State, personally appeared Charles H. Kurtz, a Authorized Representative of J.C. Hart Manager, LLC, an Indiana limited liability company, the Manager of South Bend Riverwalk Partners, LLC, who, after having been duly sworn, acknowledged the execution of the foregoing for and on behalf of such limited liability company.

WITNESS my hand and Notarial Seal this 7<sup>th</sup> day of March, 2025.



Pamela J Smith  
( ) Notary Public

My Commission Expires:

My County of Residence:

This instrument prepared by: Timothy D. Schuster, Attorney at Law, Dinsmore & Shohl LLP, One Indiana Square, Suite 1800, Indianapolis, Indiana 46204.

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 [Timothy D. Schuster]



## EXHIBIT A

### Grantor's Property

Commencing at the Northeast corner of Monroe Street and Lincolnway East, also being the Southeast corner of Tract 8 in the RIVER BEND ADDITION and situated in the West Half of the Southeast Quarter of Section 12, Township 37 North, Range 2 East; thence 399.68 feet along the East line of said tract to the Point of Beginning; thence South 52°07'42" West, 190.00 feet; thence North 46°02'06" West, 180.00 feet; thence North 65°47'18" West, 460 feet; thence North 38°42'21" West, 236.98 feet; thence North 70°06'30" West, 50.00 feet; thence North 04°39'38" West, 40.00 feet; thence North 65°42'29" East, 10.00 feet; thence North 25° 39'11" West, 425.12 feet; thence North 25°46'29" West, 232.03 feet; thence North 53°10'13" West, 108.76 feet; thence North 25°55'32" West, 90.64 feet; thence North 19°47'16" West, 156.66 feet; thence North 87°40'09" East, 94.06 feet; thence South 28°59'50" East, 145.12 feet; thence South 23°06'10" East, 140.73 feet; thence South 26°26'27" East, 149.84 feet; thence South 20°04'37" East, 152.26 feet; thence South 22°53'19" East, 167.55 feet; thence South 34°56'19" East, 224.42 feet; thence South 31°26'14" East, 157.37 feet; thence South 45°43'42" East, 161.61 feet; thence South 64°47'26" East, 159.34 feet; thence South 68°04'55" East, 228.93 feet; thence South 76°10'38" East, 234.62 feet back to the Point of Beginning.

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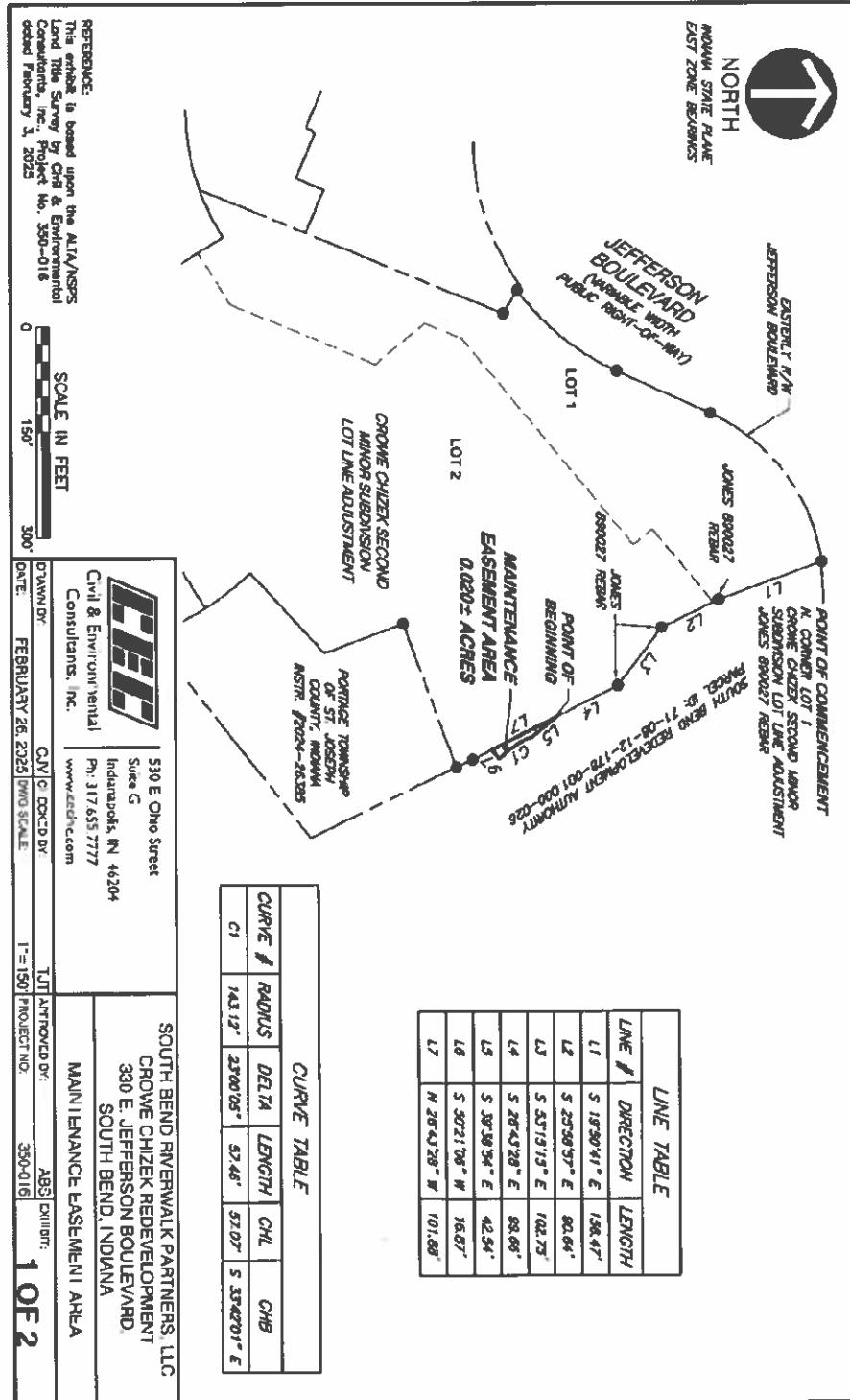
## **EXHIBIT B**

### **Grantee's Property**

Lot 2 in Crowe Chizek Second Minor Subdivision Lot Line Adjustment, as per plat thereof,  
recorded as Instrument Number \_\_\_\_\_ in the Office of the Recorder of St. Joseph  
County, Indiana.

# EXHIBIT C

## Maintenance Easement Area



# **MAINTENANCE EASEMENT AREA DESCRIPTION**

Part of the South Bend Redevelopment Authority parcel, lying East of and adjacent to the Crowe Chizek Second Minor Subdivision Lot Line Adjustment, being a resubdivision of Crowe Chizek Second Minor Subdivision as recorded in Instrument Number 2024-11404 in the Office of the Recorder of St. Joseph County, Indiana, which is a reprint of Lot 1 in Crowe Chizek Minor Subdivision as recorded in Instrument Number 0315444 in said Recorder's office, and being more particularly described by Tyler J. Thompson, LS21400006 of Civil & Environmental Consultants, Inc. on February 26, 2025, per an ALTA/NSPS Land Title Survey dated February 3, 2025 as Civil & Environmental Consultants, Inc. Project Number 350-016, as follows:

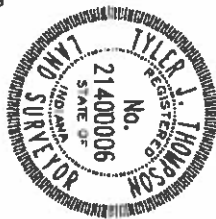
Commencing at a "Jones 890027" capped rebar marking the North corner of Lot 1 in said Crowe Chizek Second Minor Subdivision Lot Line Adjustment; thence along the perimeter of said Crowe Chizek Second Minor Subdivision Lot Line Adjustment for the following four (4) courses: thence (1) thence South 19 degrees 50 minutes 41 seconds East a distance of 156.47 feet to a "Jones 890027" capped rebar; (2) thence South 25 degrees 58 minutes 57 seconds East a distance of 80.84 feet to a "Jones 890027" capped rebar; (3) thence South 53 degrees 15 minutes 15 seconds East a distance of 102.75 feet to a "Jones 890027" capped rebar; (4) thence South 26 degrees 43 minutes 28 seconds East a distance of 89.86 feet to the POINT OF BEGINNING; thence South 39 degrees 38 minutes 54 seconds East a distance of 42.54 feet to a point on a non-tangent curve to the left having a radius of 143.12 feet, the radius point of which bears North 87 degrees 48 minutes 01 seconds East; thence southeasterly along said curve an arc distance of 57.46 feet to a point which bears South 44 degrees 47 minutes 56 seconds West from said radius point; thence South 50 degrees 21 minutes 08 seconds West a distance of 10.87 feet to the East line of said Crowe Chizek Second Minor Subdivision Lot Line Adjustment; thence North 26 degrees 43 minutes 28 seconds West a distance of 101.86 feet to the Point of Beginning, containing 0.020 acres of land, more or less.

NOTE: THE DESCRIBED LINES ABOVE, ALONG THE LOT LINES OF SAID CROWE CHIZEK SECOND MINOR SUBDIVISION LOT LINE ADJUSTMENT, ARE REFERENCED TO INDIANA STATE PLANE BEARINGS AND ARE THE SAME AS THOSE IN SAID CROWE CHIZEK SECOND MINOR SUBDIVISION LOT LINE ADJUSTMENT.


*Tyler J. Thompson*

Tyler J. Thompson  
Registered Land Surveyor No. LS21400006  
February 26, 2025  
tthompson@cecinc.com  
prepared by Tyler J. Thompson

I affirm, under the penalties for perjury, that I have taken reasonable care to reflect each Social Security number in this document, unless required by law. Tyler J. Thompson



REFERENCE:  
This exhibit is based upon the ALTA/NSPS Land Title Survey by Civil & Environmental Consultants, Inc.'s Project No. 350-016 dated February 3, 2025

 <b>Civil &amp; Environmental Consultants, Inc.</b> 330 E. Ohio Street Suite G Indianapolis, IN 46204 Ph: 317.655.7777 www.cecinc.com	<b>SOUTH BEND RIVERWALK PARTNERS, LLC</b> CROWE CHIZEK REDEVELOPMENT 330 E. JEFFERSON BOULEVARD. SOUTH BEND, INDIANA	
	MAINTENANCE EASEMENT AREA	
DRAWN BY: _____ DATE: FEBRUARY 26, 2025	CIVIL: THT:JHT:JHT DATE: FEBRUARY 26, 2025	T.J.T. DATE: FEBRUARY 26, 2025 PROJECT NO: 350-016



# CONSTRUCTION EASEMENT AREA DESCRIPTION

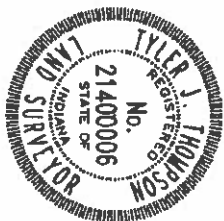
Part of the South Bend Redevelopment Authority parcel, lying East of and adjacent to the Crowe Chizek Second Minor Subdivision Lot Line Adjustment, being a subdivision of Crowe Chizek Second Minor Subdivision as recorded in Instrument Number 2024-11404 in the Office of the Recorder of St. Joseph County, Indiana, which is a record of Lot 1 in Crowe Chizek Second Minor Subdivision as recorded in Instrument Number 0319444 in said Recorder's office, and being more particularly described by Tyler J. Thompson, LS21400006, of Civil & Environmental Consultants, Inc. on February 28, 2025, per an ALTA/NSPS Land Title Survey dated February 3, 2025 as Civil & Environmental Consultants, Inc. Project Number 350-016, as follows:

Commencing at a "James 890027" capped rebar marking the North corner of Lot 1 in said Crowe Chizek Second Minor Subdivision Lot Line Adjustment; thence along the perimeter of said Crowe Chizek Second Minor Subdivision Lot Line Adjustment for the following two (2) courses: thence (1) thence South 19 degrees 50 minutes 41 seconds East a distance of 156.47 feet to a "James 890027" capped rebar; (2) thence South 23 degrees 56 minutes 57 seconds East a distance of 46.44 feet to the POINT OF BEGINNING; thence North 04 degrees 01 minutes 03 seconds East a distance of 30.22 feet to a point on a non-tangent curve to the left having a radius of 68.13 feet, the radius point of which bears South 78 degrees 50 minutes 24 seconds East; thence southeasterly along said curve on arc distance of 68.17 feet to a point which bears South 27 degrees 00 minutes 41 seconds West from said radius point to a point on a non-tangent curve to the right having a radius of 101.68 feet, the radius point of which bears South 20 degrees 27 minutes 45 seconds West; thence southeasterly along said curve on arc distance of 28.72 feet to a point which bears North 48 degrees 12 minutes 49 seconds East from said radius point; thence South 35 degrees 52 minutes 20 seconds East a distance of 34.34 feet; thence South 34 degrees 16 minutes 57 seconds East a distance of 30.18 feet; thence South 32 degrees 02 minutes 40 seconds East a distance of 24.80 feet; thence South 27 degrees 01 minutes 53 seconds East a distance of 26.89 feet; thence South 18 degrees 01 minutes 23 seconds East a distance of 27.78 feet; thence South 20 degrees 44 minutes 55 seconds East a distance of 23.03 feet to a point on a non-tangent curve to the left having a radius of 143.12 feet, the radius point of which bears North 87 degrees 48 minutes 01 seconds East; thence southeasterly along said curve on arc distance of 57.46 feet to a point which bears South 44 degrees 47 minutes 56 seconds West from said radius point; thence South 50 degrees 21 minutes 08 seconds West a distance of 16.87 feet to the East line of said Crowe Chizek Second Minor Subdivision Lot Line Adjustment; thence along said East line for the following three (3) courses: (1) North 26 degrees 43 minutes 28 seconds West a distance of 201.53 feet; (2) thence North 33 degrees 15 minutes 15 seconds West a distance of 102.75 feet; (3) thence North 25 degrees 56 minutes 57 seconds West a distance of 44.20 feet to the Point of Beginning, containing 0.124 acres of land, more or less.

NOTE: THE DESCRIBED LINES ABOVE, ALONG THE LOT LINES OF SAID CROWE CHIZEK SECOND MINOR SUBDIVISION LOT LINE ADJUSTMENT, ARE REFERENCED TO INDIANA STATE PLANE BEARINGS AND ARE THE SAME AS THOSE IN SAID CROWE CHIZEK SECOND MINOR SUBDIVISION LOT LINE ADJUSTMENT.


*[Handwritten Signature]*

Tyler J. Thompson  
Registered Land Surveyor No. LS21400006  
February 28, 2025  
tthompson@cedco.com  
prepared by Tyler J. Thompson



I affirm, under the penalties for perjury, that I have taken reasonable care to reflect each Social Security number in this document, unless required by law. Tyler J. Thompson

REFERENCE:  
This exhibit is based upon the ALTA/NSPS Land Title Survey by Civil & Environmental Consultants, Inc., Project No. 350-016 dated February 3, 2025

		530 E. Ohio Street Suite G Indianapolis, IN 46204 Ph: 317.655.7777 www.cedco.com		SOUTH BEND RIVERWALK PARTNERS, LLC CROWE CHIZEK REDEVELOPMENT 330 E. JEFFERSON BOULEVARD, SOUTH BEND, INDIANA	
DRAWN BY: _____ DATE: FEBRUARY 26, 2025 DWG SCALE: _____	CIVIL CHECKED BY: _____ TJL	APPROVED BY: _____ PROJECT NO. 350-016	ABS EXHIBIT 2 OF 2		
CONSTRUCTION EASEMENT AREA					



## **RESOLUTION NO. 219**

### **A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT AUTHORITY APPOINTING AUTHORIZED REPRESENTATIVES TO CONDUCT CERTAIN ADMINISTRATIVE ACTS RELATING TO REDEVELOPMENT AUTHORITY PROPERTY**

WHEREAS, the South Bend Redevelopment Authority (the “Authority”) has been created pursuant to Indiana Code § 36-7-14.5 (the “Act”) as a separate body corporate politic serving as an instrumentality of the City of South Bend, Indiana (the “City”); and

WHEREAS, under the Act, the Authority has powers and duties that include, but are not limited to, acquiring real property and transferring of that property for the purposes authorized under the Act, and to finance, improve, construct, reconstruct, renovate, purchase, lease, acquire, or equip local public improvements; and

WHEREAS, under the Act, the Authority may adopt such rules and bylaws as it considers necessary for the proper conduct of its duties and safeguarding the funds and property entrusted to its care; and

WHEREAS, in furtherance of the Act, the Authority owns, manages, leases, and transfers property within the boundaries of the City of South Bend (the “City”); and

WHEREAS, as a result of such owning, managing, leasing, and transferring of property, and the Authority’s other duties to finance, improve, construct, reconstruct, renovate, purchase, lease, acquire, or equip local public improvements, City staff members receive requests to perform administrative functions on behalf of the Authority, including, but not limited to, the submission of forms to other various entities, the release of obsolete financing documents, granting temporary access to Authority property, and the execution of other documents relating to the ownership and maintenance of property; and

WHEREAS, the City’s staff members are familiar with the property owned by the Authority and the other actions taken by the Authority; and

WHEREAS, the Authority desires to expressly authorize certain members of the City’s staff to take such administrative acts and to execute such administrative documents as necessary to provide for the proper maintenance and management of its property interests.

NOW, THEREFORE, BE IT RESOLVED by the South Bend Redevelopment Authority as follows:

1. The following staff members of the City are authorized to perform, on behalf of the Authority, all administrative acts related to the Authority’s owning, managing, leasing, and transferring property, including, but not limited to, acts relating to the regular maintenance of property, the closing of a property transaction, a re-platting process, the release of obsolete financing documents, authorizing temporary access onto a property, a petition or application regarding land use before an administrative body, or any other review process, whether such process was initiated by the

Authority or another entity:

- a. Caleb Bauer;
- b. Sarah Schaefer;
- c. Erik Glavich; and
- d. Joseph Molnar.

Such authorization shall include the authorization to execute documents on behalf of the Authority that relate to the completion of such administrative acts, provided, however, that staff members are not authorized to execute any deed of conveyance on behalf of the Authority, enter into any leases on behalf of the Authority, or provide authorization to issue any bonds or initiate any legal proceedings on behalf of the Authority. Further, such authorization shall not conflict with any existing agreements the Authority has with third parties regarding the management of Authority properties. For purposes of this Resolution, an administrative act is one in which the authorized staff member determines, upon the advice of legal counsel, that said act occurs within the normal course of owning, managing, leasing, or transferring property and does not adversely impact an interest of the Authority in light of the Authority's overall purpose and goals as set forth under the Act.

2. This Resolution shall be in full force and effect after its adoption.

ADOPTED at a meeting of the South Bend Redevelopment Authority held on March 10, 2025.

SOUTH BEND REDEVELOPMENT AUTHORITY

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ATTEST:

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