



Department of

Community Investment

Memorandum

May 14, 2015

TO: Redevelopment Commission

FROM: David Relos, Economic Resources *DR*

SUBJECT: Ivy Tech Real Estate Donation Agreement
Enyart and Sinco properties

In 2009 and 2010, the Commission approved certain properties along E. Sample St. to be added to the acquisition list. These properties were added because Ivy Tech has experienced record growth, and to this day, remains in need of additional classroom, office, and parking areas to accommodate its students.

Four properties were acquired: the old Habitat ReStore, Discount Rental, Enyart Electric, and Sinco Pool. To date, both the Habitat ReStore and Discount Rental properties have been transferred to Ivy Tech. Today's Donation Agreement transfers the Enyart and Sinco properties.

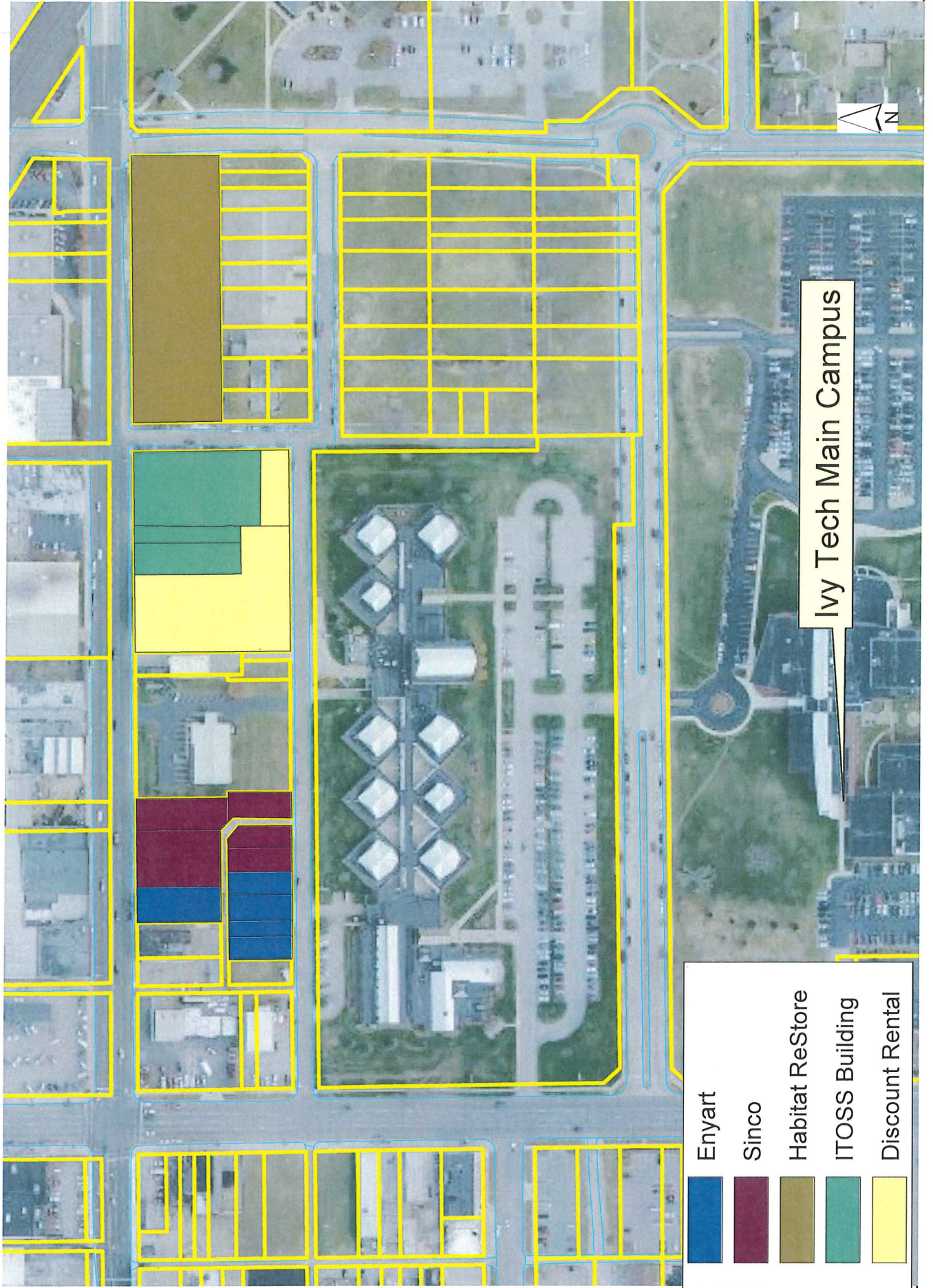
By transferring these last two properties, Ivy Tech agrees to:

- Pay all closing costs
- Use the property for purposes benefitting the public
- Maintain the properties
- Within three years demolish structures on the property and turn them in to attractive green spaces and / or parking areas
- Conditions subsequent include re-vesting of the properties or the payment of 150% of their appraised values when acquired

Staff requests approval of this Real Estate Donation Agreement.



East Sample Properties - Ivy Tech



Ivy Tech Main Campus

REAL ESTATE DONATION AGREEMENT

By and Between

**South Bend Redevelopment Commission,
Community Enterprises Properties, LLC,
and Ivy Tech Community College of Indiana**

Section 1. Parties. This Real Estate Donation Agreement (“Agreement”) is entered into this 14th day of May, 2015, by and between the City of South Bend, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission (referred to as “Donor” in this Agreement), Community Enterprises Properties, LLC (referred to as “Donee” in this Agreement), which is a single member, member-managed limited liability company with Ivy Tech Foundation, Inc. (referred to as “Foundation” in this Agreement) as its only member, and Ivy Tech Community College of Indiana (referred to as “College” in this Agreement). Foundation is an institutionally-related foundation that exists to secure, administer, and distribute donations that benefit College. Foundation is an Indiana non-profit corporation and is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code. For income tax purposes, Donee is a disregarded entity and thus has the same tax status as Foundation. College is an instrumentality of the State of Indiana established under IC 21-22 and is exempt from federal income taxation under Section 115 of the Internal Revenue Code. Donor is a body corporate and politic established and acting pursuant to the authority granted by IC 36-7-14.

Section 2. Property. Donor owns certain real property located in St. Joseph County, Indiana (the “Enyart Property” and the “Sinco Property,” collectively referred to as the “Property” in this Agreement) described in Exhibit A attached to and made a part of this Agreement.

Section 3. Donation. Donor agrees to convey the Property to Donee as a gift and for no consideration, and Donee agrees to accept the Property from Donor for the purposes and uses hereinafter specified, subject and according to the terms and conditions of this Agreement.

Section 4. Conditions Precedent. Donee’s duties and obligations under this Agreement are contingent upon satisfaction of the following conditions precedent:

- (1) Donee must be able to secure, at Donee’s expense and from a title insurance company (“Title Company”) acceptable to Donor, a commitment for an ALTA Owner’s Policy of Title Insurance in an amount acceptable to Donee under which the Title Company agrees to insure marketable title to the Property.

(2) Before June 30, 2015, acceptance of Donor's gift of the Property is recommended by the Audit and Administrative Policies Committee of the Foundation and approved by the President of the Foundation.

Section 5. Time and Place of Closing; Costs. The closing of the donation transaction contemplated in this Agreement shall take place at a time and place mutually acceptable to Donor and Donee ("Closing"). The transaction shall be closed by the Title Company. Donee will pay all closing costs associated with the donation contemplated in this Agreement, including, without limitation, all title company service fees, all costs of obtaining title insurance, and all document recording fees.

Section 6. Deed and Other Documents. At Closing, Donor agrees to deliver a Special Warranty Deed ("Deed") conveying the Property to Donee. Donor and Donee agree to provide to each other or to the Title Company any other documents reasonably required to close the transaction provided for under this Agreement.

Section 7. Possession. Donor shall deliver possession of the Property to Donee at closing, free and clear of any rights of other persons to occupy or use the Property.

Section 8. Use of Property; Conditions Subsequent; Remedies. (a) Following the Closing, Donee will transfer the Property to College as soon as practicable, as a gift for use by College in conjunction with its plans for the growth and development of its main campus in South Bend, Indiana. College will use the Property to help carry out its mission to provide access to educational programs and training services for students, employees, and employers from the City of South Bend, St. Joseph County, and surrounding communities. At all times, Donee and College will use the Property for purposes benefitting the public.

(b) Donor's conveyance of the Property to Donee is subject to the condition that, within three (3) years after the Closing, College must (i) completely demolish each and every structure located on the Property and (ii) develop the Property into an attractive green space serving College, in accordance with College's plan for the "Sample Street Properties" dated December 5, 2014, attached hereto as **Exhibit B** and made a part of this Agreement, or such other uses that may be approved by Donor upon College's written request. Upon satisfactory completion of the work described in this Section 8(b), as determined in Donor's sole discretion, Donor will issue to Donee a statement certifying that Donor's obligations under this Section 8(b) have been satisfied (the "Certificate of Completion"). The Certificate of Completion will be in a form that may be recorded in the Office of the Recorder of St. Joseph County, Indiana.

(c) In the event College seeks to construct any parking lot facilities on the Property, College agrees to construct and maintain such facilities in accordance with applicable law and consistent with high standards of appearance and functionality. By way of example and not limitation, Donee will construct any such parking lot facilities on the Property consistent with the appearance and quality of the parking lot presently owned by College on the Southeast corner of the intersection of Sample Street and Carroll Street in South Bend, Indiana.

(d) If Donee or College violates any condition or covenant stated in this Agreement, then, in addition to exercising any and all of its rights and remedies at law or in equity, Donor may, at its option, (a) re-enter and take possession of the Property and terminate and revest in itself the estate conveyed by the Deed or (b) demand payment from Donee in the amount of Five Hundred

Seventeen Thousand Five Hundred Dollars (\$517,500.00), which is equal to One Hundred Fifty Percent (150%) of the value of the Property as determined by Donor pursuant its Resolution Numbers 2786 and 2793 attached hereto as **Exhibit C** and made a part of this Agreement. Donee hereby agrees to relinquish the Property or submit such payment, as the case may be, promptly and in accordance with Donor's written instructions.

Section 9. Property Maintenance. At all times after Closing, College will exercise its best efforts to maintain the Property in good and orderly condition, including, without limitation, the regular cutting of grass and other vegetation and the proper maintenance of all structures on the Property until such structures are demolished in accordance with Section 8 of this Agreement. Following the demolition of the structures on the Property, College will promptly plant, cultivate, and maintain high quality grass on all areas of the Property that are not paved or otherwise committed to a use approved by Donor in accordance with Section 8 of this Agreement.

Section 10. Additional Terms. (a) All the terms and conditions of this Agreement are hereby made binding on the successors and permitted assigns of both parties hereto.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana and any legal proceeding related to a dispute arising under this Agreement shall be commenced in the courts of St. Joseph County, Indiana.

(c) This Agreement shall not be effective or binding until fully executed by the parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed an original.

(d) The terms and conditions stated in Sections 8, 9, and 10 of this Agreement will survive Closing.

(e) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

(f) Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to accomplish the actions contemplated by this Agreement and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

(g) This Agreement was negotiated by the parties at arm's length and each of the parties hereto has reviewed the agreement after the opportunity to consult with independent counsel. Neither party shall maintain that the language in this Agreement shall be construed against any signatory hereto.

(h) Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Section 11. Authority. The undersigned persons executing and delivering this Agreement on behalf of each of the parties respectively represent and certify that they are duly authorized and are fully empowered to execute and deliver this Agreement and that all necessary action has been taken and done. Donor is authorized to enter into this Agreement pursuant to IC 36-7-14-12.2 and IC 36-7-14-22.

**[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.
SIGNATURES FOLLOW ON THE NEXT PAGE.]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

DONOR

**CITY OF SOUTH BEND,
DEPARTMENT OF REDEVELOPMENT**

Signature

Printed Name and Title

Date: _____
South Bend Redevelopment Commission

ATTEST:

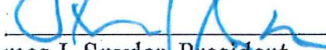
Signature

Printed Name and Title

Date: _____
South Bend Redevelopment Commission

DONEE

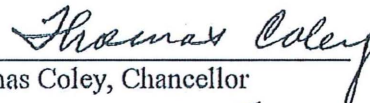
**Community Enterprises Properties, LLC
through Ivy Tech Foundation, Inc.**

By: 
Thomas J. Snyder, President

Date: 5-4-15

COLLEGE

Ivy Tech Community College of Indiana

By: 
Thomas Coley, Chancellor

Date: 4.29.15

EXHIBIT A

Description of Property

Enyart Property

Parcel I: Beginning at a point on the South line of Sample Street in the City of South Bend, St. Joseph County, Indiana, 257 feet East of the East line of Michigan Street; running thence East a distance of 55 feet; thence South 130 feet; thence West 55 feet; thence North 130 feet to the place of beginning.

Commonly known as 120 E. Sample, South Bend, IN 46618

Parcel II: A part of the Northeast Quarter of the Northwest Quarter of Section 13, Township 37 North, Range 2 East described as follows, viz: Beginning on the North line of Ohio Street at a point 163 feet West of the Southwest corner of Lot No. 1 in Adam S. Baker's First Addition to the City of South Bend; thence North on a line parallel with the West line of said Lot No. 1, a distance of 100 feet to the South line of a 12 foot alley running East and West parallel with Ohio Street; thence West along the South line of said alley 62.5 feet; thence South 100 feet to the North line of Ohio Street; thence East along the North line of Ohio Street 62.5 feet to the place of beginning.

Commonly known as 117-119 Ohio St., South Bend, IN 46618

Parcel III: A lot or parcel of land 38.5 feet in width, East and West, taken off of and from the entire length of the West side of another parcel of land fronting on Ohio Street in the City of South Bend, which parcel is bounded by a line running as follows: Beginning on the North line of said Ohio Street at a point 48 feet West of the Southwest corner of Lot Numbered One (1) in Adams S. Baker's First Addition to said City, thence running North on a line parallel with the West line of said Lot Numbered One (1) in said Addition, 100 feet, to an alley 12 feet in width, running East and West parallel with Ohio Street; thence West on the South line of said alley, 115 feet; thence South 100 feet to the North line of Ohio Street; thence East 115 feet on said line to the place of beginning.

Commonly known as 121 Ohio St., South Bend, IN 46618

Parcel IV: A tract of land $38 \frac{1}{3}$ feet in width, East and West, being the Middle $\frac{1}{3}$ of a tract of land fronting on Ohio Street in the City of South Bend, which tract is bounded by a line running as follows, viz: Beginning in the North line of Ohio Street, aforesaid, at a point 48 feet West of the Southwest corner of Lot Numbered 1 in Adam S. Baker's First Addition to said City; running thence North on a line parallel with the West line of said Lot Numbered 1, 100 feet to an alley 12 feet wide, which runs East and West, parallel with said Ohio Street; thence West on the South line of said alley, 115 feet; thence South 100 feet to the North line of said Ohio Street; thence East on said line 115 feet to the place of beginning, in St. Joseph County, Indiana.

Commonly known as 123 Ohio St., South Bend, IN 46618

Sinco Property

PARCEL I: A parcel of land described as commencing at a certain point in the North line of Section 13, Township 37 North, Range 2 East, 5 ½ feet West of a stone set in said North line, which stone is 6 chains and 89 ¾ links East of a certain stone set in the North line of said Section 13, at the East line of the Michigan Road, now Michigan Street; thence South 20 feet South to the beginning point of the land hereinafter described, said point of beginning being 20 feet South of the Northwest corner of a lot of land conveyed by David Stover and Albert W. Wing and their wives to Martha Ann Garrett by a deed dated October 20, 1879 and recorded in Deed Record 62, page 460 the Deed Record of said County in the Office of the Recorder thereof; running thence South on the West line of the Garrett Lot, 145 feet to the Southwest corner of said Garrett Lot; thence West 45.73 feet; thence North 145 feet; thence East 45.73 feet to the place of beginning, being in the City of South Bend, St. Joseph County, Indiana, EXCEPTING from said above described tract a parcel off of the Southwest corner thereof, heretofore appropriated by said City of South Bend for alley purposes.

Commonly known as 202 E. Sample St., South Bend, IN 46618

PARCEL II: A lot or parcel of land in the East Half of the Northwest Quarter of Section 13, Township 37 North, Range 2 East, described as beginning at a point 392 feet East of the intersection of the South line of Sample Street and the East line of Michigan Street as existed on August 12, 1961 in the City of South Bend; thence running West 40 feet; thence South 130.2 feet; thence East 40 feet; thence North 130.2 feet to the place of beginning.

Commonly known as 130 E. Sample St., South Bend, IN 46618

PARCEL III: The West Half of the following described tract of land: Beginning on the South line of Sample Street at a point 392 feet East of the corner formed by the intersection of the South line of Sample Street with the East line of South Michigan Street as existed on August 12, 1961 in the City of South Bend in St. Joseph County, Indiana, said commencement point being also at the point of intersection of the South line of Sample Street with the West line of a twelve foot alley running North and South, connecting with Sample Street; thence from said commencement point running West on the South line of Sample Street 80 feet; thence due South 130.2 feet to an alley 12 feet wide, running from West to East; thence East on the North line of said 12 foot alley 80 feet to the West line of another 12 foot alley, first above mentioned; thence North on said line 130.2 feet to the place of beginning.

PARCEL IV: A 12 foot vacated alley lying between Parcel I and II and more fully described as follows: Beginning at a point on the Southerly line of East Sample Street 392 feet East of the East line of Michigan Street as existed on August 12, 1961; thence running East along said Southerly line 12 feet; thence Southerly 130.2 feet; thence West 12 feet; thence Northerly 130.2 feet to the place of beginning.

PARCEL V: A lot or parcel of land 38 ½ feet in width, East and West, taken off of and from the entire length of the East side of a parcel of land fronting on Ohio Street, in the City of South

Bend, in St. Joseph County, Indiana, which parcel is bounded by a line running as follows: Beginning on the North line of Ohio Street at a point 48 feet West of the Southwest corner of Lot Numbered One (1) in Adam S. Baker's First Addition to said City, running thence North on a line parallel with the West line of said Lot 1, 100 feet to an alley 12 feet wide, which runs East and West parallel with Ohio Street; thence West on the South line of said alley 115 feet; thence South 100 feet to the North line of Ohio Street; thence East on said line 115 feet to the place of beginning.

Commonly known as 125 Ohio St., South Bend, IN 46618

PARCEL VI: A lot or parcel of land in the East half of the Northwest Quarter of Section 13, Township 37 North, Range 2 East, described as follows: Beginning on the North line of Ohio Street in the City of South Bend, at a point 14 feet West of the Southwest corner of Lot Numbered One (1) as shown on the recorded Plat of Adam S. Baker's First Addition to the City of South Bend, thence running North 97 feet; thence West 3 feet; thence North 3 feet; thence West 31 feet; thence South 100 feet to the North line of Ohio Street; thence East 34 feet to the place of beginning, together with the use of a 12 foot alley lying North of and adjoining said lot. EXCEPTING the following described tract taken for the opening of an alley, to-wit: Beginning at a point 14 feet West and 94.6 feet North of the Southwest corner of said Lot Numbered 1; thence North 2.4 feet; thence West 3 feet; thence North 3 feet; thence West 3.5 feet; thence Southeasterly to the place of beginning.

Commonly known as 127 Ohio St., South Bend, IN 46618

PARCEL VII: A tract of land 38 ½ feet in width, East and West, taken off of and from the entire length of the West side of Lot Numbered One (1) as shown on the recorded Plat of Adam S. Baker's First Addition to the City of South Bend, recorded January 12, 1883 in Plat Book 4, page 35, in the Office of the Recorder of St. Joseph County, Indiana.

Commonly known as 129 Ohio St., South Bend, IN 46618

EXHIBIT B

Plan for Sample Street Properties

Sample Street Properties

Ivy Tech is grateful to have been able to partner with the South Bend community to acquire several properties along the Sample Street corridor. The following outlines a time line of what has occurred with these spaces and what the immediate plans are regarding these properties. An addendum to this information will include copies of communications, master plan slides, and completed structural assessments.

Activities to date have included:

2010	South Bend Redevelopment Commission acquired buildings along Sample Street
2010	Ivy Tech State Trustees resolved to accept the properties
2011	Acquired ReStore/Habitat building
September 2012	Ivy Tech North Central Master Plan Developed
September 2012	Acquired Discount Rental building
April 2012	Shared Master Plan with City
December 2012	Structural assessment of the Discount Rental building
January 2013	Structural assessment of Sinco building
May 2013	Formal request to City for transfer of Sinco and Enyart buildings by September 15, 2013
January 2014	Meeting with Scott Ford, Chris Fielding, and David Relos
March 2014	Call with David Relos property transfer as follow-up to formal request and subsequent meetings
March 2014	Additional formal request to City for transfer Sinco and Enyart buildings
December 2014	College request for advice on needed steps to transfer properties. Received email regarding steps for the college to take regarding immediate use of the properties to be submitted by December 8, 2014.

In April 2012, Ivy Tech shared the newly conducted master plan for the South Bend Campus with the City. Fitting within this plan, Ivy Tech plans to demolish the current structures of the ReStore/Habitat and Discount Rental buildings donated by the city. Recent assessments of the functionality of these buildings as well as their structural assessment, demonstrate that the cost to rehabilitate the buildings and the limited use of the spaces make net out the decision for tearing down these facilities. The additional buildings planned to be donated by the City to the College (Sinco and Enyart) will also be demolished by on the structural engineering assessments funded by the college. These properties will either become green spaces and parking as interim use as the College move towards achieving its building master plan for the sites. The action steps are as follows:

ReStore/Habitat Building

- Demolition funded
- Anticipate tear down in the next 3 month
- Plan to convert to parking for ITOSS and potential project in review stage

Discount Rental

- Structural assessment completed determining a cost of rehabilitation of \$239K (copy attached)
- Seeking quotes on tear down
- Region submitted request for funding to demolish during the current fiscal year
- Plan to convert to attractive green space until Master Plan funding is attained

Enyert Property

- Not yet transferred to the College
- Submitting request for funding to demolish during the current fiscal year
- Plan to convert to attractive green space until Master Plan funding is attained

Sinco Pools Building

- Not yet transferred to the College
- Structural assessment completed (copy attached)
- Will submit a request to demolish the building during the next fiscal year
- Plan to convert to attractive green space until Master Plan funding is attained

These spaces over time will fit within the growth and master plan of the College and need to expand to meet the programmatic needs of the community. The demolition of these properties will occur within the next 18 months.

EXHIBIT C

**Resolution Numbers 2786 and 2793 of the
South Bend Redevelopment Commission**

RESOLUTION NO. 2786

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION
RELATED TO ACQUISITION OF PROPERTY IN THE
AIRPORT ECONOMIC DEVELOPMENT AREA**

WHEREAS, under the authority granted by Indiana Code § 36-7-14, *et seq.* and in furtherance of the Airport Economic Development Area Plan (“Plan”), the South Bend Redevelopment Commission (“Commission”) has determined that it is necessary to acquire unencumbered fee simple interest in certain property located within the area heretofore designated as the Airport Economic Development Area (the “Area”) within the City of South Bend, Indiana (the “City”), which property is more particularly described at Exhibit A attached hereto and incorporated herein (“Property”); and

WHEREAS, on May 21, 2010, the Commission adopted Resolution No. 2668 amending the Plan and adding the Property to the Area’s acquisition list; and

WHEREAS, two (2) independent appraisals of the Property have been obtained in accordance with Indiana Code § 36-7-14-19(b), which provide an offering price of \$237,500.00 (the “Offering Price”); and

WHEREAS, the Commission now desires to authorize its authorized agents, hired for such purposes, or the staff of the Commission to provide and negotiate an offer for the Purchase of the Property in accordance with Indiana Code § 36-7-14-19, which may include relocation costs and the Commission’s payment of expenses incidental to the conveyance and determination of the title of the Property; and

WHEREAS, the Commission finds that all procedures necessary for authorizing and acquiring the Property have been completed in accordance with Indiana law;

NOW, THEREFORE, BE IT RESOLVED by the South Bend Redevelopment Commission that:

1. Authorized agents of the Commission and the staff of the Commission are hereby authorized and directed to cause a purchase offer to be made in writing to the owner(s) of the Property as described at Exhibit A at the Offering Price (the “Average Acquisition Price” in Exhibit A) in accordance with Indiana Code § 36-7-14-19, which offer or process may include relocation costs and the payment of expenses incidental to the conveyance and determination of the title of the Property.

2. The Commission’s agents and attorneys are hereby authorized and directed to negotiate and prepare documentation necessary to accomplish the acquisition of the Property in accordance with this Resolution and in a form acceptable to legal counsel.

3. The Commission hereby ratifies any actions of its staff or legal counsel previously taken consistent with the authority provided in Section 1 or 2 hereof. Notwithstanding the foregoing, no representations, contract or understanding relative to the purchase of the Property, whether made by a Commissioner, employee or other agent or official, is binding against the Commission until approved and accepted by the Commission in writing. The Commission hereby accepts, in advance, any purchase of the Property pursuant to a uniform acquisition offer set forth at Indiana Code § 32-24-1-5 (or a purchase offer deemed by legal counsel to be substantially similar to said Uniform Acquisition Offer, which may include the payment of expenses incidental to the conveyance and determination of title).

4. Commission staff members are authorized to execute on behalf of the Commission any documents necessary to carry out the intent of this resolution.

ADOPTED at a Regular Meeting of the South Bend Redevelopment Commission held on October 15, 2010, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601.


**CITY OF SOUTH BEND,
DEPARTMENT OF REDEVELOPMENT**


Signature

Marcia I. Jones, President
Printed Name and Title

South Bend Redevelopment Commission

ATTEST:


Signature

Nancy N. King, Secretary
Printed Name and Title

South Bend Redevelopment Commission

EXHIBIT A

PROPERTY DESCRIPTION AND OFFERING PRICE

Tax Key No.	Address	Owner	Average Acquisition Price
18-7001-0013 18-7001-0014 18-7001-0031 18-7001-0032	202 E. Sample St. 130 E. Sample St 125 E. Ohio St 127 E. Ohio St	Leonard Sears and Karen A. Sears, Husband and Wife	\$237,500.00

RESOLUTION NO. 2793

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION
RELATED TO ACQUISITION OF PROPERTY IN THE
AIRPORT ECONOMIC DEVELOPMENT AREA**

WHEREAS, under the authority granted by Indiana Code § 36-7-14, *et seq.* and in furtherance of the Airport Economic Development Area Plan (“Plan”), the South Bend Redevelopment Commission (“Commission”) has determined that it is necessary to acquire unencumbered fee simple interest in certain property located within the area heretofore designated as the Airport Economic Development Area (the “Area”) within the City of South Bend, Indiana (the “City”), which property is more particularly described at Exhibit A attached hereto and incorporated herein (“Property”); and

WHEREAS, on May 21, 2010, the Commission adopted Resolution No. 2668 amending the Plan and adding the Property to the Area’s acquisition list; and

WHEREAS, two (2) independent appraisals of the Property have been obtained in accordance with Indiana Code § 36-7-14-19(b), which provide an offering price of \$107,500.00 (the “Offering Price”); and

WHEREAS, the Commission now desires to authorize its authorized agents, hired for such purposes, or the staff of the Commission to provide and negotiate an offer for the Purchase of the Property in accordance with Indiana Code § 36-7-14-19, which may include relocation costs and the Commission’s payment of expenses incidental to the conveyance and determination of the title of the Property; and

WHEREAS, the Commission finds that all procedures necessary for authorizing and acquiring the Property have been completed in accordance with Indiana law;

NOW, THEREFORE, BE IT RESOLVED by the South Bend Redevelopment Commission that:

1. Authorized agents of the Commission and the staff of the Commission are hereby authorized and directed to cause a purchase offer to be made in writing to the owner(s) of the Property as described at Exhibit A at the Offering Price (the “Average Acquisition Price” in Exhibit A) in accordance with Indiana Code § 36-7-14-19, which offer or process may include relocation costs and the payment of expenses incidental to the conveyance and determination of the title of the Property.

2. The Commission’s agents and attorneys are hereby authorized and directed to negotiate and prepare documentation necessary to accomplish the acquisition of the Property in accordance with this Resolution and in a form acceptable to legal counsel.

3. The Commission hereby ratifies any actions of its staff or legal counsel previously taken consistent with the authority provided in Section 1 or 2 hereof. Notwithstanding the foregoing, no representations, contract or understanding relative to the purchase of the Property, whether made by a Commissioner, employee or other agent or official, is binding against the Commission until approved and accepted by the Commission in writing. The Commission hereby accepts, in advance, any purchase of the Property pursuant to a uniform acquisition offer set forth at Indiana Code § 32-24-1-5 (or a purchase offer deemed by legal counsel to be substantially similar to said Uniform Acquisition Offer, which may include the payment of expenses incidental to the conveyance and determination of title).

4. Commission staff members are authorized to execute on behalf of the Commission any documents necessary to carry out the intent of this resolution.

ADOPTED at a Regular Meeting of the South Bend Redevelopment Commission held on November 02, 2010, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601.

**CITY OF SOUTH BEND,
DEPARTMENT OF REDEVELOPMENT**



Signature
Marcia I. Jones, President

Printed Name and Title

South Bend Redevelopment Commission

ATTEST:



Signature
Nancy N. King, Secretary

Printed Name and Title

South Bend Redevelopment Commission

EXHIBIT A

PROPERTY DESCRIPTION AND OFFERING PRICE

Tax Key No.	Address	Owner	Average Acquisition Price
18-7001-0016 18-7001-0027 18-7001-0028 18-7001-0029 18-7001-0030	120 E. Sample St. 117 – 119 E. Ohio St 121 E. Ohio St 123 E Ohio St	Patricia A. Enyart Revocable Trust dated the 22 nd day of September 2006, as amended	\$107,500.00