



South Bend

Redevelopment Commission

227 West Jefferson Boulevard, Room 1308, South Bend, Indiana

Agenda

Regular Meeting, February 9, 2017 9:30 a.m.

1. **Roll Call**
2. **Approval of Minutes**
 - A. Minutes of the Regular Meeting of Thursday, January 26, 2017
3. **Approval of Claims**
 - A. Claims Submitted February 9, 2017
4. **Old Business**
5. **New Business**
 - A. River West Development Area
 1. Real Estate Purchase Agreement (Newmark Grubb Cressy & Everett)
 2. Budget Request (Cove Lot IV Paving)
 3. Request for Allocation for FUSE Permanent Supportive Housing Project
 - B. River East Development Area
 1. Budget Request (River Walk LLC_Michiana Brick)
 2. Budget Increase for East Bank Infrastructure Project
 - C. South Side Development Area
 1. Resolution No. 3376 (Termination of SS Allocation Area No. 3)
6. **Progress Reports**
 - A. Tax Abatement
 - B. Common Council
 - C. Other



7. Next Commission Meeting:

Thursday, February 23, 2017, 9:30 a.m.

8. Adjournment

NOTICE FOR HEARING AND SIGHT IMPAIRED PERSONS

Auxiliary Aid or Other Services are Available upon Request at No Charge.
Please Give Reasonable Advance Request when Possible.



South Bend

Redevelopment Commission

227 West Jefferson Boulevard, Room 1308, South Bend, Indiana

ITEM : 2A

SOUTH BEND REDEVELOPMENT COMMISSION REGULAR MEETING

January 26, 2017

9:30 a.m.

Presiding: Marcia Jones, President

227 West Jefferson Boulevard

South Bend, Indiana

The meeting was called to order at 9:33 a.m.

1. ROLL CALL

Members Present:	Marcia Jones, President Dave Varner, Vice President Don Inks, Secretary Gavin Ferlic, Commissioner John Anella, Commissioner
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Members Absent:

Legal Counsel:	Benjamin Dougherty, Esq.
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Redevelopment Staff:	David Relos, Associate Mary Brazinsky, Recording Secretary
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Others Present:	Brian Pawlowski	DCI
	Aaron Kobb	DCI
	Elizabeth Leonard Inks	DCI
	Stephanie Rizk	LangLab
	Rami Sadek	LangLab
	Aaron Perri	Venues, Parks & Arts
	Erin Blasko	SB Tribune
	Shaun Gallagher	WNDU

2. Approval of Minutes

A. Approval of Minutes of the Regular Meeting of Thursday, January 12, 2017

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, January 12, 2017.

3. Approval of Claims

A. Claims Submitted January 26, 2017

	Claims submitted	Explanation of Project
REDEVELOPMENT COMMISSION		
Redevelopment Commission Claims January 26, 2017 to be ratified and approval		
<u>324 RIVER WEST DEVELOPMENT AREA</u>		
SB Comm School Corp	92,716.00	Project Lead
Hull & Associates	6,760.60	Assessment and Remedy Ignition Pk/General Consulting
City of SB	18,474.75	Legal Service
Hebard & Hebard Architects, Inc.	1,656.75	North Stair Tower JMS Building
At&t	500.00	Relocation AT&T Facilities
Donohue	2,907.38	Fellow & Dubail Neighborhood Improvements
South Bend Tribune	320.58	Notice to Bidders
Tri County News	186.12	Notice to Bidders
Plews Shalvey Racher & Braun LLP	49.00	Environmental - Development Related
United Consulting	1,905.00	Coal Line Trail Ph II
Fuerbringer Landscaping & Design, Inc.	46,210.00	Fellows and Dubail Neighborhood Improvements
Weaver Consultants Group	3,290.42	Ivy Tower
IDEM	412.50	Oliver Plow
<u>429 FUND RIVER EAST DEVELOPMENT TIF</u>		
Tri County News	107.16	Notice to Bidders
SmithGroupJJR	26,980.00	So. Bend Riverfront Parks and Trails Master Plan
South Bend Tribune	56.70	Notice to Bidders
Total	202,532.96	

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved the claims as submitted to the regular meeting of Thursday, January 26, 2017.

4. Old Business
 None

5. New Business

A. River West Development Area

1. Resolution No. 3374: Disposition Offering Price (701 Portage Avenue)

David Relos presented Resolution No. 3374: Disposition Offering Price for 701 Portage Avenue. Mr. Relos stated this is the old Firehouse, which for years has been leased to the Civic Theater. The Theater last fall terminated their lease.

Mr. Pawlowski stated for the record that this is a historic site and will be treated as such.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Resolution No. 3374: Disposition Offering Price (701 Portage Avenue) submitted on January 26, 2017.

2. Approval of Bid Specifications and Design Considerations: (701 Portage Avenue)

David Relos presented the Bid Specifications and Design Considerations for 701 Portage Avenue. The Bid Specifications outline the uses and development requirements that will be considered for this site.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved the Bid Specifications and Design Considerations (701 Portage Avenue) submitted on January 26, 2017.

3. Request to Advertise: (701 Portage Avenue)

David Relos presented the Request to Advertise (701 Portage Avenue). This disposition property will be advertised in both the South Bend Tribune and the Tri-County News on February 3 and February 10, 2017.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved the Request to Advertise (701 Portage Avenue) submitted on January 26, 2017.

4. Development Agreement (LangLab)

Brian Pawlowski presented the Development Agreement for LangLab. LangLab is a small business incubator that helps several small start-ups. It has a full service coffee shop Zen Café along with Violet Sky Chocolates. This is where Purple Porch Co-op originated. It is our hope that the old Pepsi building will go on the market and this can become a campus type building. Mr. Pawlowski stated the need for better parking for LangLab business customers.

Stephanie Razik, Manager at LangLab spoke about the many businesses that LangLab houses including an art gallery, a bar, a library, South Bend's only lyric opera, an art studio and so much more. Ms. Razik stated that they often

receive requests for leased space, however, they cannot accommodate that need. They currently have 33,000 square feet of space, but lease only 8,000 because the second floor does not have a working elevator. If it did work it would double their capacity.

Mr. Pawlowski stated the budgeted amount of \$50,000 will be used for needed infrastructure improvements so LangLab can better utilize their building.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved the Development Agreement (LangLab) submitted on January 26, 2017.

5. Budget Request (Edge Adventure Parks, LLC)

Brian Pawlowski presented a \$46,500 budget request for Edge Adventure Parks, LLC. Mr. Pawlowski stated this would be funded from the River West Development Area's already budgeted allotment for parks.

Aaron Perri, City of South Bend Venues, Parks and Arts stated that Aerial Adventure Park at Rum Village is looking to also provide a zip line experience along the East Race. A person could buy a ticket for both experiences, either an all-day pass or individual passes. Mr. Perri stated that the City is looking to provide a whole experience to spend a day or a weekend in South Bend through Aerial Adventure, East Race and the zip line. They will be looking into ways to bundle weekend adventure packages. Mr. Perri stated that the idea would be to ride the East Race and to zip line back to the head gates at the end of a run.

Upon a motion by Vice President Varner, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved the Budget Request (Edge Adventure Parks, LLC) submitted on January 26, 2017.

6. Progress Reports

A. Tax Abatement

B. Common Council

1. Vice President Varner expressed that once built, he would like to see a plaque at the new Robinson Center with recognition to the City of South Bend and Redevelopment Commission of the partnership role that we've played in the Eddy Street Phase I and II projects.

C. Other

1. Brian Pawlowski gave an update that we are close to a sale of the Commission owned properties at Blackthorn to a private entity. The sale would include a new construction requirement.

7. Next Commission Meeting:

Thursday, February 9, 2017, 9:30 a.m.

8. Adjournment

Thursday, January 12, 2017, 9:54 a.m.



Aaron Kobb, Director of Economic Resources

Marcia I. Jones, President

ITEM 3A

	Claims submitted	Explanation of Project
REDEVELOPMENT COMMISSION Redevelopment Commission Claims February 9, 2017 for approval		
<u>324 RIVER WEST DEVELOPMENT AREA</u>		
Hebard & Hebard Architects, Inc.	10,155.00	Special Check JMS North Stair Tower
Christopher B. Burke Engineering, LLC	3,522.44	St. Joseph River Low Head Dam CIP
Jones Petrie Rafinski	2,536.25	Covelesk Utility Relocate Construction
Jones Petrie Rafinski	67.50	Courtyard by Marriot
Christopher B. Burke Engineering, LLC	3,318.00	Chet Waggoner Court Inspection Services
GLC	48,922.65	January Base Rent
<u>430 FUND SOUTH SIDE TIF AREA #1</u>		
McCormick Engineering, LLC	540.00	1670 Bowen St. Drainage Improvement
Total	69,061.84	

ITEM: 5A1

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (this "Agreement") is made on February 9, 2017 (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 Cressy & Everett Commercial Corporation, doing business as Newmark Grubb Cressy & Everett, an Indiana corporation with its principal place of business at 4100 Edison Lakes Parkway, Suite 350, Mishawaka, Indiana 46545 ("Buyer") (each a "Party" and together the "Parties").

RECITALS

A. 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").

B. In furtherance of its purposes under the Act, Seller owns certain real property located in South Bend, Indiana (the "City"), and more particularly described in attached Exhibit A (the "Property").

C. Pursuant to the Act, Seller adopted its Resolution No. 1148 on March 19, 1993, whereby Seller established an offering price of Forty Thousand Dollars (\$40,000.00) per acre for a tract of land (the "1993 Disposition Tract") encompassing certain lots included in the Property.

D. Pursuant to the Act, on March 19, 1993, Seller authorized the publication, on March 26, 1993, and April 2, 1993, respectively, of a notice of its intent to sell the 1993 Disposition Tract and its desire to receive bids for said property on or before April 16, 1993. As of April 16, 1993, Seller received no bids for the 1993 Disposition Tract.

E. Pursuant to the Act, Seller adopted its Resolution No. 1231 on February 18, 1994, whereby Seller established an offering price of One Hundred Ninety-Two Thousand Dollars (\$192,000.00) for a certain lot ("Lot 3") included in the Property.

F. Pursuant to the Act, on February 18, 1994, Seller authorized the publication, on February 25, 1994, and March 4, 1994, respectively, of a notice of its intent to sell Lot 3 and its desire to receive bids for said property on or before March 18, 1994. As of March 18, 1994, Seller received no bids for Lot 3.

G. The Property is comprised of certain portions of the 1993 Disposition Tract and Lot 3, for which no bids were received. 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.

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. 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"):

Brian Pawlowski, Acting Executive Director
Department of Community Investment
City of South Bend
1400 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"):

Edward Bradley, Senior VP and Principal
Cressy & Everett Commercial Corporation
4100 Edison Lakes Parkway, Suite 350
Mishawaka, Indiana 46545

2. PURCHASE PRICE

The purchase price for the Property shall be One Hundred Seventy-Five Thousand Dollars (\$175,000.00) (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").

3. BUYER'S DUE DILIGENCE

A. Investigation. Buyer's obligation to complete the purchase of the Property is conditioned upon the satisfactory completion, in Buyer's discretion, of Buyer's investigation into certain matters concerning the Property, 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 (Buyer's "Due Diligence").

B. Due Diligence Period. Buyer shall have a period of sixty (60) days following the Contract Date to complete its examination of the Property in accordance with this Section 3 (the "Due Diligence Period").

C. Authorizations During Due Diligence Period. During the Due Diligence Period, Seller authorizes Buyer, upon Buyer providing Seller with evidence that Buyer 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 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 may not take any action upon the Property which reduces the value thereof and Buyer 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 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 or Buyer'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. 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.

4. SELLER'S DOCUMENTS; ENVIRONMENTAL SITE ASSESSMENT

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. In addition to reviewing any environmental reports provided by Seller, 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 Section 3 above.

5. PRESERVATION OF TITLE

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 7 below).

6. 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 of the Contract Date. The Title Commitment shall (i) agree to insure good, marketable, and infeasible 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.

7. REVIEW OF TITLE COMMITMENT AND SURVEY; BLACKTHORN COVENANTS

A. Objections. Buyer shall give Seller written notice, within twenty (20) days after Buyer's receipt of the Title Commitment and/or the Survey, of any objections to the Title Commitment or 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.

B. Blackthorn Covenants. Buyer expressly acknowledges receiving a complete copy of the Declaration of Protective Covenants & Restrictions for Blackthorn Corporate Park, dated November 12, 2015, and recorded on November 13, 2015, as Document No. 1530509 in the Office of the Recorder of St. Joseph County (the "Covenants") and specifically waives any objection to the Covenants or any portion thereof.

8. DISPUTE RESOLUTION

A. Forum. 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.

B. Waiver of Jury Trial. Both Parties hereby waive any right to trial by jury with respect to any action or proceeding relating to this Agreement.

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 1 above. Either Party may, by written notice, modify its address or representative for future notices.

10. CLOSING

A. Timing of Closing. Unless this Agreement is earlier terminated, the Closing shall be held at 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.

B. Closing Procedure.

(i) At Closing, Buyer shall deliver the Purchase Price to Seller, conditioned on (a) 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 (b) the Title Company's delivery of the marked-up copy of the Title Commitment (or pro forma policy) to Buyer in accordance with Section 6 above.

(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.

C. Reserved.

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. POST-CLOSING DEVELOPMENT OBLIGATIONS

A. Construction Requirement. By the date that is thirty (30) months after the Closing Date (the "Building Commencement Date"), Buyer agrees to begin construction of at least one (1) commercial building (the "Building") on the Property with a value of no less than One Million Dollars (\$1,000,000.00).

B. Payment In Lieu Of Taxes. In the event Buyer does not begin construction of the Building by the Building Commencement Date, Buyer will pay to Seller an amount equivalent to the real property taxes that would have been assessed against the Building if it had been completed by the Building Commencement Date (Buyer's "PILOT"). Buyer will make a PILOT to Seller for each year after the Building Commencement Date in which Buyer did not begin construction of the Building by the annual real property tax assessment date. The amount of each PILOT will be determined by Seller in Seller's sole but reasonable discretion.

12. ACCEPTANCE OF PROPERTY AS-IS; ACCEPTANCE OF COVENANTS

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. Seller offers no such representation or warranty as to the condition or fitness of the Property, and nothing in this Agreement will be construed to constitute such a representation or warranty as to the condition or fitness of the Property. Buyer acknowledges that the Property is subject to all requirements, restrictions, and provisions of the Covenants and agrees to assume all applicable rights and obligations under the Covenants as an owner of real property within Blackthorn Corporate Park.

13. TAXES; NO TAX-EXEMPT USES

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 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 thirty (30) days after receipt of written notice of such default or breach from the non-defaulting Party, or, if the nature of the default or breach is such that it cannot be cured within thirty (30) days, the defaulting Party will diligently pursue and prosecute to completion an appropriate cure within a reasonable time. In the event of a default or breach that remains uncured for longer than the period stated in the foregoing sentence, the non-defaulting Party may terminate this Agreement, commence legal proceedings, including an action for specific performance, or pursue any other remedy available at law or in equity. 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

Both Parties having 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. 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.

18. 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, that Seller's consent will not be required in the event Buyer wishes to assign this Agreement to an entity that (a) was created by Buyer for the purpose of constructing the Building or other buildings on the Property and (b) is controlled by Buyer. In the event Buyer wishes to obtain Seller's consent regarding a proposed assignment of this Agreement, Seller may request and Buyer shall provide any and all information reasonably demanded by Seller in connection with the proposed assignment and/or the proposed assignee.

19. 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.

20. AUTHORITY TO EXECUTE; EXISTENCE

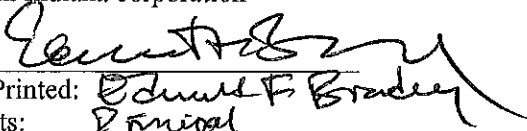
The undersigned persons executing and delivering this Agreement on behalf of the respective Parties represent and certify that they are the duly authorized representatives of each and have been fully empowered to execute and deliver this Agreement and that all necessary corporate action has been taken 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.

[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:

Cressy & Everett Commercial Corporation,
doing business as Newmark Grubb Cressy & Everett,
an Indiana corporation


Printed: Edmund F. Bradley
Its: Principal
Dated: 2-6-17

SELLER:

City of South Bend, Department of Redevelopment,
by and through its governing body, the South Bend
Redevelopment Commission

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

4000.0000047 39834423.005

EXHIBIT A

Description of Property

Lot 1B

Lot Numbered One BB (1BB) as shown on the recorded Plat of Blackthorn Corporate Office Park Minor #3, First Replat, recorded October 30, 2007 as Instrument No. 0742906 in the Office of the Recorder of Saint Joseph County, Indiana. [Parcel Key No. 025-1018-062401]

Lot 1C

Lot Numbered One CC (1CC) as shown on the recorded Plat of Blackthorn Corporate Office Park Minor #3, First Replat, recorded October 30, 2007 in Document No. 0742906 in the Office of the Recorder of Saint Joseph County, Indiana. [Parcel Key No. 025-1018-062410]

Lot 1F

Lot Numbered One (1) as shown on the recorded Plat of Blackthorn Corporate Office Park Minor #9, recorded September 16, 1998 as Document Number 9848692 in the Office of the Recorder of St. Joseph County, Indiana.

EXCEPT: That portion of Lot Numbered One (1) as shown on the recorded Plat of Blackthorn Corporate Office Park Minor #9, recorded September 16, 1998 as Document Number 9848692 in the Office of the Recorder of St. Joseph County, Indiana, which lies in Section 29, Township 38 North, Range 2 East.

[Parcel Key No. 025-1018-062411]

Lot 2c1

Lot Numbered One (1) as shown on the recorded Plat of Davita F.J. Nimitz Parkway Minor recorded August 24, 2012 as Document No. 1226706 in the Office of the Recorder of Saint Joseph County, Indiana [Parcel Key No. 025-1018-62402]

Lot 2c2

Lot Numbered Two (2) as shown on the recorded Plat of Davita F.J. Nimitz Parkway Minor recorded August 24, 2012 as Document No. 1226706 in the Office of the Recorder of Saint Joseph County, Indiana [Parcel Key No. 025-1018-062422]

Lot 2c3

Lot Numbered Three (3) as shown on the recorded Plat of Davita F.J. Nimitz Parkway Minor recorded August 24, 2012 as Document No. 1226706 in the Office of the Recorder of Saint Joseph County, Indiana [Parcel Key No. 025-1018-062423]

Lot 3

Lot Numbered Three "B" (3B) as shown on the recorded Plat of Blackthorn Corporate Office Park, Minor #10 and Blackthorn Corporate Office Park First Replat, recorded July 19, 2006 as Document Number 0630469 in the Office of the Recorder of St. Joseph County, Indiana. [Parcel Key No. 025-1018-062403]

Lot 4D

Lot Numbered One (1) as shown on the recorded Plat of Blackthorn Corporate Office Park Major Subdivision # Two, Section Three, recorded July 20, 2000 as Document Number 0034671 in the Office of the Recorder of St. Joseph County, Indiana. [Parcel Key No. 025-1018-0622]

Lot 4G

Lot Numbered Five (5) as shown on the recorded Plat of Blackthorn Corporate Office Park Major Subdivision # Two, Section Three, recorded July 20, 2000 as Document Number 0034671 in the Office of the Recorder of St. Joseph County, Indiana. [Parcel Key No. 025-1018-062216]

Lot 4H

Lot Numbered Six (6) as shown on the recorded Plat of Blackthorn Corporate Office Park Major Subdivision # Two, Section Three, recorded July 20, 2000 as Document Number 0034671 in the Office of the Recorder of St. Joseph County, Indiana. [Parcel Key No. 025-1018-062217]

Lot 4I

Lot Numbered Seven (7) as shown on the recorded Plat of Blackthorn Corporate Office Park Major Subdivision # Two, Section Three, recorded July 20, 2000 as Document Number 0034671 in the Office of the Recorder of St. Joseph County, Indiana. [Parcel Key No. 025-1018-062218]

Lot 4J

Lot Numbered Eight (8) as shown on the recorded Plat of Blackthorn Corporate Office Park Major Subdivision # Two, Section Three, recorded July 20, 2000 as Document Number 0034671 in the Office of the Recorder of St. Joseph County, Indiana. [Parcel Key No. 025-1018-062219]

Lot 4Q

Lot Numbered Seven (7) as shown on the recorded Plat of Blackthorn Corporate Office Park Minor Subdivision #7, recorded July 13, 1998 as Document Number 9836274 in the Office of the Recorder of St. Joseph County, Indiana. [Parcel Key No. 025-1018-062209]

Lot 4R

Lot Numbered Eight (8) as shown on the recorded Plat of Blackthorn Corporate Office Park Minor Subdivision #7, recorded July 13, 1998 as Document Number 9836274 in the Office of the Recorder of St. Joseph County, Indiana. [Parcel Key No. 025-1018-062210]

EXHIBIT B

Form of Special Warranty Deed

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")

CONVEYS AND SPECIALLY WARRANTS to Cressy & Everett Commercial Corporation, doing business as Newmark Grubb Cressy & Everett, an Indiana corporation with its principal place of business at 4100 Edison Lakes Parkway, Suite 350, Mishawaka, Indiana 46545 (the "Grantee"),

for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the real estate located in St. Joseph County, Indiana, more particularly described in attached Exhibit 1 (the "Property").

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 leases, licenses, and interests except as agreed in the Real Estate Purchase Agreement dated February 9, 2017, between Grantor and Grantee; subject to real property taxes and assessments; subject to all 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; subject to all applicable building codes and zoning ordinances; and subject to all provisions and objectives contained in the Commission's development area plan affecting the area in which the Property is situated and any design review guidelines associated therewith.

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.

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:

CITY OF SOUTH BEND,
DEPARTMENT OF REDEVELOPMENT

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

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

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Marcia I. Jones and Donald E. Inks, 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.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the _____ day of _____, 2017.

My Commission Expires:

Notary Public
Residing in St. Joseph County, Indiana

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

This instrument was prepared by Benjamin J. Dougherty, Assistant City Attorney, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601.

Exhibit 1

Description of Property

Lot 1B

Lot Numbered One BB (1BB) as shown on the recorded Plat of Blackthorn Corporate Office Park Minor #3, First Replat, recorded October 30, 2007 as Instrument No. 0742906 in the Office of the Recorder of Saint Joseph County, Indiana. [Parcel Key No. 025-1018-062401]

Lot 1C

Lot Numbered One CC (1CC) as shown on the recorded Plat of Blackthorn Corporate Office Park Minor #3, First Replat, recorded October 30, 2007 in Document No. 0742906 in the Office of the Recorder of Saint Joseph County, Indiana. [Parcel Key No. 025-1018-062410]

Lot 1F

Lot Numbered One (1) as shown on the recorded Plat of Blackthorn Corporate Office Park Minor #9, recorded September 16, 1998 as Document Number 9848692 in the Office of the Recorder of St. Joseph County, Indiana.

EXCEPT: That portion of Lot Numbered One (1) as shown on the recorded Plat of Blackthorn Corporate Office Park Minor #9, recorded September 16, 1998 as Document Number 9848692 in the Office of the Recorder of St. Joseph County, Indiana, which lies in Section 29, Township 38 North, Range 2 East.

[Parcel Key No. 025-1018-062411]

Lot 2c1

Lot Numbered One (1) as shown on the recorded Plat of Davita F.J. Nimitz Parkway Minor recorded August 24, 2012 as Document No. 1226706 in the Office of the Recorder of Saint Joseph County, Indiana [Parcel Key No. 025-1018-062402]

Lot 2c2

Lot Numbered Two (2) as shown on the recorded Plat of Davita F.J. Nimitz Parkway Minor recorded August 24, 2012 as Document No. 1226706 in the Office of the Recorder of Saint Joseph County, Indiana [Parcel Key No. 025-1018-062422]

Lot 2c3

Lot Numbered Three (3) as shown on the recorded Plat of Davita F.J. Nimitz Parkway Minor recorded August 24, 2012 as Document No. 1226706 in the Office of the Recorder of Saint Joseph County, Indiana [Parcel Key No. 025-1018-062423]

Lot 3

Lot Numbered Three "B" (3B) as shown on the recorded Plat of Blackthorn Corporate Office Park, Minor #10 and Blackthorn Corporate Office Park First Replat, recorded July 19, 2006 as Document Number 0630469 in the Office of the Recorder of St. Joseph County, Indiana. [Parcel Key No. 025-1018-062403]

Lot 4D

Lot Numbered One (1) as shown on the recorded Plat of Blackthorn Corporate Office Park Major Subdivision # Two, Section Three, recorded July 20, 2000 as Document Number 0034671 in the Office of the Recorder of St. Joseph County, Indiana. [Parcel Key No. 025-1018-0622]

Lot 4G

Lot Numbered Five (5) as shown on the recorded Plat of Blackthorn Corporate Office Park Major Subdivision # Two, Section Three, recorded July 20, 2000 as Document Number 0034671 in the Office of the Recorder of St. Joseph County, Indiana. [Parcel Key No. 025-1018-062216]

Lot 4H

Lot Numbered Six (6) as shown on the recorded Plat of Blackthorn Corporate Office Park Major Subdivision # Two, Section Three, recorded July 20, 2000 as Document Number 0034671 in the Office of the Recorder of St. Joseph County, Indiana. [Parcel Key No. 025-1018-062217]

Lot 4I

Lot Numbered Seven (7) as shown on the recorded Plat of Blackthorn Corporate Office Park Major Subdivision # Two, Section Three, recorded July 20, 2000 as Document Number 0034671 in the Office of the Recorder of St. Joseph County, Indiana. [Parcel Key No. 025-1018-062218]

Lot 4J

Lot Numbered Eight (8) as shown on the recorded Plat of Blackthorn Corporate Office Park Major Subdivision # Two, Section Three, recorded July 20, 2000 as Document Number 0034671 in the Office of the Recorder of St. Joseph County, Indiana. [Parcel Key No. 025-1018-062219]

Lot 4Q

Lot Numbered Seven (7) as shown on the recorded Plat of Blackthorn Corporate Office Park Minor Subdivision #7, recorded July 13, 1998 as Document Number 9836274 in the Office of the Recorder of St. Joseph County, Indiana. [Parcel Key No. 025-1018-062209]

Lot 4R

Lot Numbered Eight (8) as shown on the recorded Plat of Blackthorn Corporate Office Park Minor Subdivision #7, recorded July 13, 1998 as Document Number 9836274 in the Office of the Recorder of St. Joseph County, Indiana. [Parcel Key No. 025-1018-062210]



Department of
Community Investment

Memorandum

February 9, 2017

TO: South Bend Redevelopment Commission
FROM: Brian Pawlowski
SUBJECT: Budget Request (Cove Lot IV)

PURPOSE OF REQUEST:

As part of the larger Coveleski area redevelopment currently under way, and to replace the parking lot once on this property when Michiana Lock & Key was located there, this budget request in the amount of \$250,000 is to pave this lot to increase parking in the area.

Commission approval is requested.

INTERNAL USE ONLY: Project Code:__(TBD)_____
Total Amount new in budget:__\$250,000_____; broken down by:
Acct # _324-1050-460-42.01_____
Going to BPW for Contracting? (yes) Is this item ready to encumber now? No
Existing PO#_____(no)_____
Inc/Dec \$ __n/a_____





Department of
Community Investment

Redevelopment Commission Agenda Item

DATE: February 9, 2017
FROM: Pam Meyer
SUBJECT: Request for Allocation for FUSE Permanent Supportive Housing Project

PURPOSE OF REQUEST: The allocation is requested to support the sewer tap connection fee.

Written info is coming

INTERNAL USE ONLY: Project Code: __TBD_____
Total Amount new/change (inc/dec) in budget: __\$30,000.00; broken down by:
Acct # _324-1050-460-42.01_____ Amt: __\$30,000.00; Acct
_____ Amt: _____;
Acct # _____ Amt: _____; Acct # _____ Amt: _____;
Going to BPW for Contracting? Y/N No Is this item ready to encumber now? __No____
Existing PO# _____ Inc/Dec \$ _____





Department of
Community Investment

Memorandum

February 9, 2017

TO: South Bend Redevelopment Commission
FROM: Brian Pawlowski
SUBJECT: Budget Request (River Walk LLC / Michiana Brick)

PURPOSE OF REQUEST:

On August 25, 2016 a Development Agreement was approved with River Walk LLC for the inclusion of the Michiana Brick property, next to the old Transpo maintenance facility on Northside Blvd., in to the residential redevelopment of this area.

The Agreement included a commitment for environmental investigation and demolition of the buildings on the Michiana Brick site in a not to exceed amount of \$170,000. At the time it was expected this amount could be accommodated from the already approved budget for the CSO Phase V project. Because of unexpected soil contamination in the CSO project area, the \$170,000 approval will need a separate budget allocation.

Commission approval for a separate budget allocation is requested.

INTERNAL USE ONLY: Project Code:__(TBD)_____
Total Amount new in budget:__\$170,000_____; broken down by:
Acct # _REDA_____
Going to BPW for Contracting? (demo currently is) Is this item ready to encumber now? No
Existing PO#_____(no)_____
Inc/Dec \$ __n/a_____





Department of
Community Investment

Memorandum

February 7, 2017

TO: Redevelopment Commission
FROM: Jitin Kain, Public Works *JK*
SUBJECT: Budget Increase for East Bank Infrastructure Project

In 2015, the Redevelopment Commission appropriated \$2.5 Million for infrastructure work in the East Bank neighborhood, adjacent to the former Transpo site. This infrastructure work supplemented the City's East Bank CSO Phase 5 project that is currently in construction and is separating sanitary and storm sewers.

Towards the end of 2016, construction crews encountered some unsuitable soils under the area for the planned extension of St. Peter Street. This unanticipated condition requires the contractor to remove and adequately dispose of the soil which will incur additional expenses than budgeted.

Approximately \$30,000 of the original budget was not under contract in 2016 which resulted in those resources been returned to the general REDA TIF at the end of the year. Staff requests re-appropriation of this amount and an additional \$20,000 to complete the soil remediation work for a total of \$50,000 from the REDA TIF.

INTERNAL USE ONLY: Project Code: TBD
Total Amount new/change (inc/dec) in budget: \$20,000 ; broken down by:
Acct # Amt: ; Acct # Amt: ;
Acct # Amt: ; Acct # Amt: ;
Going to BPW for Contracting? Y/N Is this item ready to encumber now?
Existing PO # Inc/Dec \$



RESOLUTION NO. 3376

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION
DETERMINING TO TERMINATE ALLOCATION AREA NO. 3 OF THE SOUTH SIDE
DEVELOPMENT AREA SO THAT INCREASES IN THE ASSESSED VALUE OF
PROPERTY LOCATED IN ALLOCATION AREA NO. 3 WILL ACCRUE TO THE
BENEFIT OF OVERLAPPING TAXING UNITS**

WHEREAS, the South Bend Redevelopment Commission (the “Commission”), the governing body of the City of South Bend, Indiana, Redevelopment District (the “District”) and the City of South Bend, Indiana, Department of Redevelopment (the “Department”), exists and operates under the provisions of Indiana Code 36-7-14, as amended from time to time (the “Act”); and

WHEREAS, the Commission adopted Resolution No. 1914 (the “Declaratory Resolution”) on November 1, 2002, declaring the South Side Development Area (the “Area”) to be a blighted area within the meaning of Section 14 of the Act, approving a Redevelopment Plan for the Area (the “Plan”), and creating Allocation Area No. 1 for the purpose of tax increment financing (“TIF”), which Declaratory Resolution was later confirmed by the Commission on December 20, 2002, all pursuant to the Act; and

WHEREAS, the Commission adopted Resolution No. 2073 on July 27, 2004, for the purpose of amending the Declaratory Resolution and the Plan to create a separate allocation area within the Area known as Allocation Area No. 2, which allocation area the Commission terminated by Resolution No. 2855 dated March 8, 2011; and

WHEREAS, the Commission adopted Resolution No. 2096 on September 13, 2004, for the purpose of amending the Declaratory Resolution and the Plan to create a separate allocation area within the Area known as Allocation Area No. 3 to account for TIF revenues produced by KSK-Scottsdale Mall, L.P.’s construction of a retail center at the intersection of Ireland Road and Michigan Street in the Area (the “Project”); and

WHEREAS, the TIF revenues from the Project located in Allocation Area No. 3 were used in part to pay the principal of and interest on the City of South Bend, Indiana, Taxable Economic Development Revenue Bonds, Series 2005 A (Erskine Village Project) (the “Bonds”) issued for the purpose of paying a portion of the Project’s costs; and

WHEREAS, the increases in the assessed value of property located in Allocation Area No. 3 and attributable to the Project have been such that the Bonds have been paid in full prior to their respective final maturity dates; and

WHEREAS, with the early redemption of the Bonds, the Commission now desires to terminate the allocation provisions relating to Allocation Area No. 3 and return the incremental increases of assessed value that have resulted from the Project in Allocation Area No. 3 to the benefit of the overlapping taxing units; and

NOW, THEREFORE, BE IT RESOLVED BY THE SOUTH BEND REDEVELOPMENT COMMISSION AS FOLLOWS:

1. The Commission hereby terminates Allocation Area No. 3 as an allocation area for purposes of Section 39 of the Act. The Commission desires that all increases of assessed value resulting from the Project and elsewhere within Allocation Area No. 3 be released for the benefit of the overlapping taxing units to be effective as of the January 1, 2016 assessment date for the tax year 2016, pay 2017.

2. The Commission hereby directs the Department staff to provide such information as may be required by the St. Joseph County Auditor to confirm the termination of Allocation Area No. 3 and the TIF allocation provisions with respect to Allocation Area No. 3 of Resolution No. 2096 previously adopted by the Commission.

3. The action by the Commission to terminate Allocation Area No. 3 does not affect the TIF allocation provisions relating to Allocation Area No. 1.

4. This Resolution will be in full force and effect upon its adoption by the Commission.

ADOPTED at a regular meeting of the South Bend Redevelopment Commission held on February 9, 2017, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

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