



South Bend

Redevelopment Commission

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

Agenda

Regular Meeting, March 23, 2017 9:30 a.m.

1. **Roll Call**
2. **Approval of Minutes**
 - A. Minutes of the Regular Meeting of Thursday, February 23, 2017
3. **Approval of Claims**
 - A. Claims Submitted March 23, 2017
4. **Old Business**
5. **New Business**
 - A. Public Hearings
 1. Public Hearing on Resolutions
 - a. Resolution No. 3379
 - b. Resolution No. 3380
 - B. Receipt of Bids
 1. 722-724 S. Michigan Street
 2. 117-131 S. Michigan Street
 - C. River West Development Area
 1. Resolution No. 3387 (UEA Property Transfer)
 2. Agreement (Collateral Assignment Berlin Place Project)
 - D. River East Development Area
 1. First Amendment to Real Estate Purchase Agreement (Newmark Grubb Cressy & Everett)
 - E. West Washington Development Area
 1. Budget Request (City Cemetery Improvements)



F. Other

1. Resolution No. 3385 (Fund 439 Setting Public Hearing 4/13: Certified Technology Park)
2. Recommendation (Seven Entropy Design Studio Inc.: 701 Portage Avenue)
3. Resolution No. 3388 (Honoring Aaron Kobb for Extraordinary Service to the South Bend Community & South Bend Redevelopment Commission)

6. Progress Reports

- A. Tax Abatement
- B. Common Council
- C. Other

7. Next Commission Meeting:

Thursday, April 13, 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

SOUTH BEND REDEVELOPMENT COMMISSION REGULAR MEETING

February 23, 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
Don Inks, Secretary
Gavin Ferlic, Commissioner

Members Absent: Dave Varner, Vice President
John Anella, Commissioner

Legal Counsel: Benjamin Dougherty, Esq.

Redevelopment Staff: David Relos, Associate
Mary Brazinsky, Recording Secretary

Others Present:	Brian Pawlowski	DCI
	Aaron Kobb	DCI
	Elizabeth Leonard Inks	DCI
	Patrick Kerr	DCI
	Rich Estes	DCI
	Mark Peterson	WNDU-TV
	Eric Watson	WNDU-TV
	Conrad Damian	SB Resident
	Mark Seaman	SB Resident
	Kasey Watkins	4100 Edison Lakes Pkwy
	Deb Parcell	HPC
	Lisa Wenzel	Ivy Tech
	George Baker	Coldwell Baker

2. Approval of Minutes

A. Approval of Minutes of the Regular Meeting of Thursday, February 9, 2017

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, February 9, 2017.

3. Approval of Claims

A. Claims Submitted February 23, 2017

	Claims submitted	Explanation of Project
REDEVELOPMENT COMMISSION		
Redevelopment Commission Claims February 23, 2017 for approval		
<u>324 RIVER WEST DEVELOPMENT AREA</u>		
GLC	48,922.65	January Base Rent
Lincoln Electric	4,057.32	Equipment Purchase for Nello
Hull & Associates Inc.	8,402.77	General Consultant/Groundwater & Monitoring at Oliver Industrial P
ACM Engineering & Environmental	248.00	325 S Frances Suspect Asbestos
At&t	13,086.53	Monroe St West of Lafayette Blvd. Relocate Buried Cables
Abonmarche	10,500.00	Howard and Seltz Parks
Weaver Consultants Group	2,800.00	Indoor Air Sampling & TestIng Curtis Product Building
IDEM	112.50	Profession Services
Weaver Consultants Group	149.00	Ivy Tower
Area Plan Commission	505.00	Rezoning Martins/Ignition Park
City of South Bend	100.00	Rezoning Martins/Ignition Park
Engineering	75.00	Rezoning Martins/Ignition Park
<u>435 FUND DOUGLAS ROAD DEVELOPMENT AREA TIF</u>		
Major Moves	150,000.00	Douglas Rd
Total	238,958.77	

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, February 23, 2017.

4. Old Business

None

5. New Business

A. Receipt of Bids

1. Receipt of Bids: 701 Portage Avenue

David Relos stated that 9:00 a.m. February 23, 2017 was the deadline to submit bids for the disposition property at 701 Portage Avenue. One bid was received. Mr. Relos opened the sealed bid from Seven Entropy Design Studio Inc. The bid included a Cashier's Check in the amount of \$6,000 which was 10% of the offer price of \$60,000 for the entire parcel.

Mr. Relos asked Commission approval for staff review and recommendation of the paperwork provided in the bid package.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved DCI staff to review and bring back to it a recommendation of the bid proposal received for 701 Portage Avenue submitted on February 23, 2017.

B. River West Development Area

1. Resolution No. 3377 (Disposition Offering Price 722-724 S. Michigan Street)

David Relos presented Resolution No. 3377 (Disposition Offering Price 722-724 S. Michigan Street). This sets the disposition offering price which is the average appraised value for these parcels.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Resolution No. 3377 (Disposition Offering Price 722-724 S. Michigan Street) submitted on February 23, 2017.

2. Approval of Bid Specifications (722-724 S. Michigan Street)

David Relos presented the Approval of Bid Specifications (722-724 S. Michigan Street). 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 722-724 S. Michigan Street submitted on February 23, 2017.

3. Request to Advertise (722-724 S. Michigan Street)

David Relos presented the Request to Advertise (722-724 S. Michigan Street). This disposition property will be advertised in both the South Bend Tribune and the Tri-County News on March 3 and March 10, 2017.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Request to Advertise 722-724 S. Michigan Street submitted on February 23, 2017.

4. Resolution No. 3382 (Acceptance of Michigan Street Shops)

David Relos presented Resolution No. 3382 (Acceptance of Michigan Street Shops). The Leighton garage property has been subdivided in to nine lots, with the Michigan Street Shops being Lots 2 - 9. This action accepts Lots 2 – 9 from the Board of Public Works, which has approved the transfer of these lots to the Commission, subject to the Plat Committee's approval of the subdivision paperwork this morning.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Resolution No. 3382 (Acceptance of Michigan Street Shops) submitted on February 23, 2017.

5. Resolution No. 3383 (Disposition Offering Price 117-131 S. Michigan Street)

David Relos presented Resolution No. 3383 (Disposition Offering Price 117-131 S. Michigan Street). This sets the disposition offering price which is the average appraised value for these parcels (Michigan Street Shops).

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Resolution No. 3383 (Disposition Offering Price 117-131 S. Michigan Street) submitted on February 23, 2017.

6. Approval of Bid Specifications (117-131 S. Michigan Street)

David Relos presented the Approval of Bid Specifications (117-131 S. Michigan Street). 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 117-131 S. Michigan Street submitted on February 23, 2017.

7. Request to Advertise (117-131 S. Michigan Street)

David Relos presented the Request to Advertise (117-131 S. Michigan Street). This disposition property will be advertised in both the South Bend Tribune and the Tri-County News on March 3 and March 10, 2017.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved the Request to Advertise 117-131 S. Michigan Street submitted on February 23, 2017.

8. Resolution No. 3384 (Ivy Tech)

Benjamin Dougherty presented Resolution No. 3384. This property (the old Discount Rental site at 230 E. Sample) was donated to Ivy Tech Community College in 2012 by the Redevelopment Commission for use in their educational mission. Within the deed certain language was placed ensuring that Ivy Tech would not lease or transfer the property unless it was for educational purposes. Ivy Tech is working with Green Sense Farms, which intends to establish a facility on the site to promote both business and educational uses for a vertical farming operation. The focus for Ivy Tech students will be both educational as well as business elements. To ensure Commission agreement with Ivy Tech that this lease to Green Sense Farms fits their educational mission, the deed restriction will be released and terminated.

Mr. Pawlowski states that Green Sense Farms is independent and has been in existence with several other operations including Portage Indiana, China, Las Vegas, Nevada and other locations. They have a strong focus on educational and job training with those who can grow, sell and market produce. There is a shortage of this skill-set in which the company is helping to develop and train for. Their product is sold wholesale to big consumers throughout the area.

Green Sense Farms was approved on Tuesday through the IRF Board. We anticipate operations starting this summer.

Lisa Wenzel, Ivy Tech spoke about the pathway to their workforce training. Partnering with Green Sense Farms allows Ivy Tech to have the lab facilities for the campus without making capital investments. They look forward to the partnership starting hopefully this fall/winter.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved Resolution No. 3384 submitted on February 23, 2017.

9. AEP Utility Easement (Ignition Park South)

David Relos presented an AEP Utility Easement for Ignition Park South. AEP is asking for an easement in the northern half of the north/south alley in Ignition Park South, east of Scott St. We have vacated the streets and alleys in Ignition Park South between Scott and Kemble. AEP has lines on the west side of Scott in the 12 acre site we are making shovel ready. Lines need to move from the west side of Scott to the east side of Scott. This easement allows them to move their lines to that location.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved the AEP Utility Easement submitted on February 23, 2017.

10. Budget for Public Works Infrastructure Projects

Jitin Kain presented a Budget for Public Works Infrastructure Projects. Mr. Kain requested budget approval on behalf of project work they would like to start working on throughout the City of South Bend. The projects consist as follows: (1) Downtown Cross Streets Streetscape, (2) Leighton Plaza Improvements, with most of the money for this project being funded through crowd funding and the remainder for planters and lighting, etc. that completed to finish the project, (3) intersection improvements at Sample & Sheridan to enhance access for vehicles moving in and out of Nello, (4) an Olive Street Metronet conduit at State Road 23 for the businesses that will be going in there, and (5) improvements to Tucker Drive to provide better access to Steel Warehouse and their trucks. A budget amount of \$2.5M from the RWDA is requested.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Budget for Public Works Infrastructure Projects submitted on February 23, 2017.

11. Third Amendment to Real Estate Purchase Agreement (Heading for Home LLC)

Benjamin Dougherty presented the Third Amendment to REPA (Heading for Home LLC). This amendment allows Heading for Home LLC to continue to work to receive a Comfort Letter from IDEM. They have requested a 30 day extension of their Due Diligence Period to accomplish this task.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved Third Amendment to REPA (Heading for Home LLC) submitted on February 23, 2017.

12. AEP Utility Easement (Cove Lots 2 & 4)

Patrick C. Kerr presented the AEP Utility Easement for Cove Lots 2 & 4. AEP needs easements over these two lots to allow relocation of their existing lines to allow construction of the Berlin Flats project.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved AEP Utility Easement (Cove Lots 2 & 4) submitted on February 23, 2017.

C. Other

1. Resolution No. 3378 (Setting Public Hearing: March 23, 2017)

Elizabeth Leonard Inks presented Resolution No. 3378 (Setting Public Hearing: March 23, 2017). This Resolution sets the public hearing date for appropriating additional funds from the River West Development Area (\$9,000,000) and the South Side #3 Development Area (\$30,000).

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Resolution No. 3378 (Setting Public Hearing: March 23, 2017) submitted on February 23, 2017.

2. Resolution No. 3381 (Redevelopment Commission Appointing One Member to the Riverfront License Application Review Committee)

Benjamin Dougherty presented Resolution No. 3381 (Redevelopment Commission Appointing One Member to the Riverfront License Application Review Committee). This Resolution puts into writing the appointment of John Anella from the Redevelopment Commission to the Riverfront License Application Review Committee as voted on unanimously during the February 9, 2017 Commission Meeting.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved Resolution No. 3381 (Redevelopment Commission Appointing One Member to the Riverfront License Application Review Committee) submitted on February 23, 2017.

6. Progress Reports

A. Tax Abatement

1. Hibberd Development
2. Portage Prairie Spec Building (3rd Building that was rezoned)

B. Common Council

C. Other

7. Next Commission Meeting:

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

8. Adjournment

Thursday, February 23, 2017, 10:04 a.m.



Aaron Kobb, Director of Economic Resources

Marcia I. Jones, President

ITEM: 3A

REDEVELOPMENT COMMISSION Redevelopment Commission Claims March 23, 2017 for ratified and approval	Claims submitted	Explanation of Project	Items added after Agenda Distributed
<u>324 RIVER WEST DEVELOPMENT AREA</u>			
Milestone Fence LLC	12,530.00	One Way to Two Way Street Conversion	
HRP	184,203.35	Chet Waggoner Court / Berlin Place Site Development	
Jones Petrie Rafinski	18,577.05	Courtyard by Marriott / Coveleski Utility Relocation	
Majority Builders, Inc.	56,880.42	Marriott Hotel Site Development at Hall of Fame	
Christopher B. Burke Engineering, LLC	1,470.00	Chet Waggoner Court	
Plew Shadley Racher & Braun	28.00	Legal Service	
Transpo	100,000.00	Semi-Annual Payment for Maint Colfax Garage Lease	
Kolata Enterprises LLC	382.50	Profession Services	
RealAmerica	116,774.25	The LaSalle Apartments	
Donohue	1,325.00	Fellows and Dubail Neighborhood Improvements	
GLC	48,922.65	1st Amendment to Master Lease	
Hull & Associates	6,913.55	Consulting Services / Groundwater Remedy & Oliver Ind Pk / Assessment	
AT&T	17,214.43	Relocate Underground Cable	
Abonmarche	23,520.00	Western Ave & Olive St Intersection Improvements	
Indiana Michigan Power Company	311,637.15	Southhold LLC 121 S St. Joseph & E Jefferson Blv /Western Ave & Williams	
Edge Adventure Parks, LLC	20,000.00	Retainer Fee East Race Waterway & Riverfront Redevelopment	
HGR Group, Inc.	330,569.51	JMS Building New North Stair Tower	
HRP	78,954.10	Berlin Pl Site Development	
Sherwin-Williams	145,100.00	Equipment Purchase	
The Lincoln Electric Company	256,687.34	Equipment Purchase	
<u>422 FUND WEST WASHINGTON DEVELOPMENT TIF</u>			
Lehman & Lehman	2,420.00	City Cemetery Master Plan	
<u>429 FUND RIVER EAST DEVELOPMENT TIF</u>			
Abonmarche	9,200.00	Howard & Seltz Parks	
Smithgroup JJR	15,280.00	Riverfront Parks and Trails Master Plan	
Walsh & Kelly Inc.	76,496.32	East Bank Sewer Separation - Phase V	
<u>430 FUND SOUTH SIDE TIF AREA #1</u>			
Reith Riley Construction Co. Inc.	29,949.13	One Way to Two Way St Conversion	
<u>436 FUND TIF NORTHEAST RESIDENTIAL</u>			
Eddy Street Commons	386,218.00	Loan Amortization Schedule	
Triangle Development	60,371.00	Loan NE Residential	
Total	2,311,623.75		
Total Of Both Columns			



Department of
Community Investment

Redevelopment Commission Agenda Item

DATE: March 23, 2017
FROM: Beth Leonard Inks
SUBJECT: Resolution No. 3379 (Allocation Area No. 1 Fund \$2,000,000)

PURPOSE OF REQUEST:
Attached is a resolution appropriating Tax Increment Financing Revenues from Allocation Area No. 1 Fund for the payment of certain obligations and expenses related to the River West Development Area Allocation Area No. 1.

I would be happy to answer any questions you may have on this matter.

INTERNAL USE ONLY: Project Code: JDOR
Total Amount **new**/change (**inc**/dec) in budget: \$2M ; broken down by:
Acct #324-1050-460-42.03 Amt: \$2M; Acct # _____ Amt: _____; Acct
_____ Amt: _____; Acct # _____ Amt: _____;
Going to BPW for Contracting? Y/N Is this item ready to encumber now? No
Existing PO# _____ Inc/Dec \$ _____



RESOLUTION NO. 3379

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION
APPROPRIATING TAX INCREMENT FINANCING REVENUES FROM
ALLOCATION AREA NO. 1 FUND FOR THE PAYMENT OF CERTAIN
OBLIGATIONS AND EXPENSES RELATED TO THE RIVER WEST
DEVELOPMENT AREA ALLOCATION AREA NO. 1**

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

WHEREAS, on February 23, 1990, the Commission adopted Resolution No. 919 declaring the Airport Economic Development Area (the "Area") to be an economic development area within the meaning of the Act and designated the Area as the Airport Economic Development Area Allocation Area No. 1 ("Allocation Area No. 1") for purposes of tax increment financing pursuant to the Act; and

WHEREAS, Resolution No. 919 and the Airport Economic Development Area Economic Development Plan (the "Development Plan") adopted by Resolution No. 919 on February 23, 1990, were confirmed by Resolution No. 938 adopted on June 27, 1990 (collectively, the "Declaratory Resolution"); and

WHEREAS, the Declaratory Resolution created the Airport Economic Development Area Allocation Area No. 1 Fund ("Allocation Area No. 1 Fund") for the purpose of depositing into such fund tax increment revenues allocated to the Commission and resulting solely from the increase in the assessed value of real property and improvements thereon located in Allocation Area No. 1 pursuant to Indiana Code § 36-7-14-39(b)(1) and from the proceeds from the sale or leasing of property in the Area under Indiana Code § 36-7-14-22, all in accordance with Indiana Code § 36-7-14-26; and

WHEREAS, the Commission, on April 16, 1993, adopted Resolution No. 1151 declaring the Sample-Ewing Development Area ("SEDA") to be an area needing redevelopment within the meaning of the Act; and

WHEREAS, Resolution No. 1151 and the Sample-Ewing Development Area Development Plan were confirmed by Resolution No. 1154 adopted on May 21, 1993; and

WHEREAS, Resolution No. 1151 created the Sample-Ewing Allocation Area (South Bend Allocation Area No. 8) (the "SEDA Allocation Area") for the purpose of depositing into an allocation area fund (the "SEDA Allocation Fund") tax increment revenues allocated to the Commission and resulting solely from the increase in the assessed value of personal property and real property and improvements thereon located in the SEDA Allocation Area pursuant to Indiana Code § 36-7-14-39(b)(1) and from the proceeds from the sale or leasing of property in the Area under Indiana Code § 36-7-14-22, all in accordance with Indiana Code § 36-7-14-26; and

WHEREAS, the Declaratory Resolution was further amended by Resolution No. 2348 and Resolution No. 2351, adopted on June 19, 2007, and July 20, 2007, respectively, and said resolutions expanded the Area by adding and consolidating the SEDA into the Area (collectively referred to hereafter as the “Area”) and expanded Allocation Area No. 1 by adding and consolidating the SEDA Allocation Area into Allocation Area No. 1 (collectively referred to hereafter as “Allocation Area No. 1”); and

WHEREAS, Resolution No. 3256, adopted by the Commission on November 10, 2014, amended boundaries of the Airport Economic Development Allocation Area No. 1, and renamed the area as River West Development Area Allocation Area No. 1; and

WHEREAS, the Commission desires to pay certain expenses incurred by it or the City for local public improvements that are in or serving River West Development Area Allocation Area No. 1 from funds remaining in the Allocation Area No. 1 Fund, in accordance Indiana Code § 36–7–14–39(b)(3) and certain other expenditures incurred by the Commission in accordance with Indiana Code § 36–7–14–39(b)(3); and

WHEREAS, the expenditures incurred or anticipated to be incurred by the Commission proposed to be paid with funds from Allocation Area No. 1 Fund are described on the attached Exhibit A; and

WHEREAS, the proposed appropriations from Allocation Area No. 1 Fund are not for the operating expenses of the Commission; and

WHEREAS, such appropriations are subject to the provisions of Indiana Code § 6–1.1–18–5; and

WHEREAS, on October 13, 2016, the Commission appropriated Thirty Million and 00/100 Dollars (\$30,000,000.00) for calendar year 2017; and

WHEREAS, on February 23, 2017, the Commission adopted Resolution 3378 setting a public hearing on said additional appropriations for 9:30 a.m. on March 23, 2017, and authorizing the Secretary of the Commission to duly publish notice of said hearing; and

WHEREAS, the Secretary of the Commission has caused notice of said hearing on said appropriations to be published in accordance with law; and

WHEREAS, such public hearing was held at the Commission’s meeting at 9:30 a.m. on March 23, 2017, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601, at which all taxpayers and interested persons had an opportunity to appear and express their views as to such additional appropriations; and

WHEREAS, the Commission now desires to approve additional appropriations in a total

amount of Two Million and 00/100 Dollars (\$2,000,000.00).

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

1. The Commission hereby finds that there are insufficient funds available or provided for in the existing budget and tax levy which may be applied to such expenses and the expenditure of such amount from Allocation Area No. 1 Fund.

2. The funds from Allocation Area No. 1 Fund in the amount of an additional Two Million and 00/100 Dollars (\$2,000,000.00) are hereby appropriated for the purpose of paying the expenditures described at Exhibit A.

3. Such appropriations shall be in addition to all the appropriations provided for in the existing budget and levy and shall continue in effect until the completion of the activities described herein. Any surplus of such proceeds shall be credited to the proper fund as provided by law.

4. The President and/or the Secretary of the Commission are hereby authorized and directed to certify a copy of this Resolution together with such other proceedings and actions as may be necessary to the St. Joseph County Auditor for certification to the Indiana Department of Local Government Finance for the purpose of obtaining its approval of the appropriations herein made.

ADOPTED at a regular meeting of the South Bend Redevelopment Commission held on March 23, 2017, at 1308 County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT
COMMISSION

Signature

Printed Name and Title

ATTEST:

Signature

Printed Name and Title



Department of
Community Investment

Redevelopment Commission Agenda Item

DATE: March 23, 2017
FROM: Beth Leonard Inks
SUBJECT: Resolution No. 3380 (South Side #3 Development Area \$30,000)

PURPOSE OF REQUEST:

Attached is a resolution appropriating Tax Increment Financing Revenues from Allocation Area No. 3 Fund for the payment of certain obligations and expenses related to the South Side Development Area Allocation Area No. 3.

I would be happy to answer any questions you may have on this matter.

INTERNAL USE ONLY: Project Code: N/A
Total Amount new/change (inc/dec) in budget: \$30,000 ; broken down by:
Acct #432-1050-460-50.02 Amt: \$30,000 ; Acct # _____ Amt: _____;
Acct # _____ Amt: _____; Acct # _____ Amt: _____;
Going to BPW for Contracting? Y/N Is this item ready to encumber now? No
Existing PO# _____ Inc/Dec \$ _____



RESOLUTION NO. 3380

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION
APPROPRIATING TAX INCREMENT FINANCING REVENUES FROM
ALLOCATION AREA NO. 3 FUND FOR THE PAYMENT OF CERTAIN
OBLIGATIONS AND EXPENSES RELATED TO THE SOUTH SIDE DEVELOPMENT
AREA ALLOCATION AREA NO. 3**

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

WHEREAS, on November 1, 2002, the Commission adopted Resolution No. 1914 (the "Declaratory Resolution") declaring the South Side Development Area (the "Area") to be an area needing redevelopment within the meaning of the Act and designated the Area as the South Side Development Area Allocation Area No. 1 ("Allocation Area No. 1") for purposes of tax increment financing pursuant to the Act; and

WHEREAS, on November 19, 2002, the Area Plan Commission of St. Joseph County ("Plan Commission") issued its written order approving the Declaratory Resolution by the adoption of Plan Commission Resolution 142-02, in accordance with Indiana Code § 36-7-14-16; and

WHEREAS, on November 25, 2002, the Common Council of the City approved the order of the Plan Commission through the adoption of Common Council Resolution No. 3136-02; and

WHEREAS, on December 20, 2002, the Commission held a duly noticed public hearing, in accordance with Indiana Code § 36-7-14-17 and Indiana Code § 5-3-1; and

WHEREAS, following said hearing, the Commission adopted Resolution No. 1928 confirming the Declaratory Resolution; and

WHEREAS, on July 27, 2004, the Commission adopted Resolution 2073 amending the Declaratory Resolution to create a separate allocation area ("Allocation Area No. 2") within the Area to allow for certain improvements to occur at the intersection of Ireland and Michigan Streets; and

WHEREAS, on September 13, 2004, the Commission adopted Resolution 2096 (i) amending the Declaratory Resolution to create a separate allocation area ("Allocation Area No. 3") within the Area to allow for a certain redevelopment project located at or about the southeast corner of the intersection of Ireland Road and Miami Street in the Area and (ii) creating a separate allocation area fund ("Allocation Area No. 3 Fund") for the purpose accounting for the tax increment revenues directly resulting from such improvements ("Project Tax Increment Revenues"); and

WHEREAS, on September 13, 2004, the Commission adopted Resolution No. 2097 (the "Pledge Resolution") establishing the KSK-Scottsdale Mall, L.P. Project Principal and Interest Account of the Allocation Area No. 3 Fund (the "Principal and Interest Account") and pledging Project Tax Increment Revenues for the payment of taxable economic development bonds originally issued in an aggregate principal amount of Five Million Four Hundred Eight-five Thousand and 00/100 Dollars (\$5,485,000.00) (the "EDC Bonds") to provide financing for the redevelopment of Allocation Area No. 3; and

WHEREAS, the EDC Bonds were issued on April 19, 2005, at fixed interest rates ranging from six and one-tenth percent (6.10%) to six and three-quarters percent (6.75%) with interest payable on August 1, 2005, and on each February 1 and August 1 thereafter and maturing on February 1 in the years 2021 and 2027 with mandatory sinking fund payments due on February 1 in the years 2008 through and including 2027, a schedule of which debt service payments is as set forth at Exhibit A; and

WHEREAS, the EDC Bonds are secured by a Trust Indenture dated April 1, 2005 (the "Indenture") between the City and Wells Fargo Bank, N.A., as Trustee (the "Trustee"); and

WHEREAS, the Pledge Resolution requires that all funds allocated to the Allocation Area No. 3 Fund be immediately transferred into the Principal and Interest Account and on January 15 and July 15 of each year all funds necessary to pay (i) the principal of and interest on the EDC Bonds currently or scheduled to be due and expected to be paid from the Project Tax Increment Revenues and (ii) to pay any amount of principal on the EDC Bonds which was not previously paid when due or interest accruing thereon as a result of an insufficiency in Project Tax Increment Revenues in prior year or years, be transferred from the Principal and Interest Account and/or the Allocation Area No. 3 Fund to the Trustee to be placed on deposit under the Indenture and only thereafter may excess Project Tax Increment Revenues in the Principal and Interest Account and/or the Allocation Area No. 3 Fund be transferred or used for any other purpose set forth in Section 39 of the Act; and

WHEREAS, the Commission desires to authorize all funds received by the Commission for Allocation Area No. 3 Fund be transferred to the Principal and Interest Account; and

WHEREAS, the Commission further desires that all funds on deposit in the Principal and Interest Account be appropriated for the debt service payments on the EDC Bonds, in accordance with the Pledge Resolution and Indiana Code § 36-7-14-39(b)(2)(A); and

WHEREAS, the proposed appropriations from Allocation Area No. 3 Fund or the Principal and Interest Account are not for the operating expenses of the Commission; and

WHEREAS, such appropriations are subject to the provisions of Indiana Code § 6-1.1-18-5; and

WHEREAS, on October 13, 2016, the Commission appropriated Four Million Eight Hundred Forty-eight Thousand Seven Hundred Ninety-five and no/100 Dollars (\$4,848,795.00) for calendar year 2017, and

WHEREAS, on February 23, 2017, the Commission adopted Resolution 3378 setting a public hearing on an additional appropriations for 9:30 a.m. on March 23, 2017 and authorizing the Secretary of the Commission to duly publish notice of said hearing; and

WHEREAS, the Secretary of the Commission has caused notice of said hearing on said appropriations to be published in accordance with law; and

WHEREAS, such public hearing was held at the Commission’s meeting at 9:30 a.m. on March 23, 2017, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601, at which all taxpayers and interested persons had an opportunity to appear and express their views as to such additional appropriations; and

WHEREAS, the Commission now desires to approve said additional appropriations in a total amount estimated not to exceed Thirty Thousand and 00/100 Dollars (\$30,000.00);

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

1. The Commission hereby appropriates that all funds in Allocation Area No. 3 Fund and/or the Principal and Interest Account for the debt service payments on the EDC Bonds, in accordance with the Pledge Resolution and Indiana Code § 36-7-14-39(b)(2)(A), which amount is not expected to exceed the amount owed on the Bonds and required to be deposited with the Trustee under the Pledge Resolution and the Indenture and to distribute any remaining cash, as appropriate, which amount is not anticipated to exceed Four Million Eight Hundred Seventy Eight Thousand Seven Hundred Ninety Five and 00/100 Dollars (\$4,878,795.00) this year.

2. The President and/or Secretary of the Commission are hereby authorized and directed to certify a copy of this Resolution together with such other proceedings and actions as may be necessary to the St. Joseph County Auditor for certification to the Indiana Department of Local Government Finance for the purpose of obtaining its approval of the appropriations herein made.

ADOPTED at a regular meeting of the South Bend Redevelopment Commission held on March 23, 2017 at 1308 County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT COMMISSION

Signature

Printed Name and Title

ATTEST:

Signature

Printed Name and Title

RESOLUTION NO. 3387

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION
ACCEPTING THE TRANSFER OF REAL PROPERTY FROM URBAN ENTERPRISE
ASSOCIATION OF SOUTH BEND INC.**

WHEREAS, the South Bend Redevelopment Commission, the governing body of the City of South Bend, Indiana, Department of Redevelopment (the “Commission”), exists and operates pursuant to Ind. Code 36-7-14 (the “Act”); and

WHEREAS, Urban Enterprise Association of South Bend Inc. (the “UEA”) holds certain real property located in the City of South Bend, comprised of three vacant parcels located at 913, 919, and 1001 South Michigan Street and a parcel at 1019 South Michigan Street containing a building commonly known as the Burke Building, which parcels bear Tax Key Numbers 018-8001-0044, 018-8001-0045, 018-8001-0046, and 018-8001-0049, respectively (collectively, the “Property”); and

WHEREAS, the UEA desires to convey the Property for no consideration to the Commission for the purpose of making the Property available for re-use and redevelopment in accordance with the Commission’s purposes and powers under the Act; and

WHEREAS, at its meeting on January 24, 2017, the governing board of the UEA approved the UEA’s conveyance of the Property for no consideration to the Commission; and

WHEREAS, the Commission desires to accept the Property from the UEA; and

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

1. The Commission approves and accepts the UEA’s conveyance of the Property to the Commission.
2. The Commission authorizes David Relos of the City’s Department of Community Investment to accept on the Commission’s behalf and present for recordation in the Office of the Recorder of St. Joseph County any deed for the Property received from the UEA.
3. This Resolution will be in full force and effect upon its adoption.

ADOPTED at a meeting of the South Bend Redevelopment Commission held on March 23, 2017, at 227 West Jefferson Boulevard, Room 1308, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT
COMMISSION

David Varner, Vice-President

ATTEST:

Donald E. Inks, Secretary

1500.0000025 64629302.001

COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT (this "Assignment") is made and delivered as of March 23, 2017, by **HEADING FOR HOME LLC**, a Delaware limited liability company (the "Borrower") to and for the benefit of **WINTRUST BANK**, its successors and assigns (the "Lender").

RECITALS

A. Pursuant to that certain Construction Loan Agreement dated as of the date hereof between Borrower and Lender (together with all renewals, amendments, modifications, increases and extensions thereof, the "Loan Agreement"), Lender has agreed to make a loan to Borrower in the maximum principal amount of **FIFTEEN MILLION FOUR HUNDRED THOUSAND AND 00/100 DOLLARS** (\$15,400,000.00) (the "Loan"). The Loan is evidenced by that certain Promissory Note dated as of even date herewith in the principal amount of \$15,400,000.00 from Borrower payable to the order of Lender (the "Note"). Capitalized terms used and not specifically defined herein shall bear the same meaning as in the Loan Agreement.

B. The Loan is secured by, among other things, that certain Construction Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated as of even date herewith by Borrower for the benefit of Lender (together with all renewals, modifications, increases and extensions thereof, the "Mortgage"), which grants Lender a first priority security interest in the real property described therein (the "Property"), and by certain other instruments (such other documents evidencing or securing the Loan, together with the Note, the Loan Agreement and the Mortgage, as the same may be amended, modified, replaced or restated from time to time, are hereinafter collectively referred to as the "Loan Documents").

C. The Borrower entered into that certain Development Agreement dated as of August 25, 2016 by and between Borrower and the City South Bend, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission (the "City"), and related documents, in connection with the Property (as amended, restated and/or supplemented from time to time, the "Development Agreement"), which Development Agreement is attached hereto as **Exhibit A**, and pursuant to which the Borrower and the City agreed to the terms and conditions of the Project (as therein defined), and the tax increment finance revenues in the amount of \$3,400,000.00 to be used for paying the cost associated with the construction, equipping, inspection and delivery of the Local Public Improvements (as defined in the Development Agreement).

D. As an express condition precedent and requirement of the Loan and the Loan Documents, Borrower has agreed to grant, pledge, convey and assign to Lender a first and paramount lien and security interest in and to such Development Agreement.

ACCORDINGLY, in consideration of the making of the Loan, and for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, Borrower and Lender agree as follows:

1. **Creation of Security Interest.** Borrower does hereby sell, assign, pledge, transfer and grant a security interest to Lender in and to any and all of Borrower's right, title and interest in and to the Development Agreement (the "Collateral") as collateral for the Loan.

2. **Borrower's Liabilities.** This Assignment is made and given as collateral security for the prompt payment when due of any and all obligations of Borrower to Lender, including without limitation, the indebtedness and liabilities evidenced by the Note and the Mortgage, all of which have been made by Borrower with or for the benefit of Lender, whether such indebtedness or obligations are now existing or hereafter created, direct or indirect, absolute or contingent, joint or several, due or to become due, howsoever created, evidenced or arising and howsoever acquired Lender, and any and all renewals, extensions or refinancings thereof (all of the foregoing are hereinafter collectively referred to as the "Liabilities"). Upon full payment by Borrower of all Liabilities, this Assignment and the lien or charge created hereby or resulting herefrom shall automatically cease to exist and the Borrower shall notify the City of same in writing within thirty (30) days after the date this Assignment and the lien or charge created hereby or resulting herefrom ceases to exist.

3. **Representations and Covenants.** Borrower warrants, represents and covenants as follows:

(a) Borrower has full right, power and authority to grant and make this Assignment and that there are no other liens, claims or encumbrances respecting the Collateral.

(b) Borrower has duly authorized, executed and delivered this Assignment; this Assignment constitutes the legal, valid and binding obligations of Borrower and is enforceable in accordance with its terms; and the execution and delivery of this Assignment does not violate the organizational documents of Borrower.

(c) Borrower shall not sell, transfer, assign, pledge, encumber or mortgage all or any portion of the Collateral or any interest therein without the prior written consent of Lender, or permit anything to be done that may impair the value of any of the Collateral or the security intended to be afforded by this Assignment.

(d) Borrower shall sign and execute alone or with Lender any financing statement or other document or procure any documents and pay any connected costs, expenses and fees, including court costs and attorneys' fees, necessary to protect the security interest under this Assignment against the rights, interests or claims of third parties.

(e) Borrower will punctually and promptly perform its respective covenants, agreements and conditions required to be performed under this Assignment.

(f) Borrower shall at all times honor, perform and abide by the terms and conditions of each agreement or contract constituting the Collateral.

(g) Borrower represents, warrants and covenants that it is the sole owner of all right, title and interest under all of the documents, instruments and agreements constituting the Collateral.

(h) Borrower agree to take all reasonable efforts to enforce performance by the other party to each agreement or contract constituting the Collateral of each and every material obligation, covenant, condition and agreement to be performed by such other party.

(i) Borrower has not performed any act which might prevent Borrower from performing its respective obligations hereunder or which might prevent Lender from enforcing its rights pursuant to the terms and provisions hereof.

(j) Until the Liabilities have been paid in full, Borrower agrees to promptly deliver to Lender true, complete and correct copies of each agreement or contract constituting the Collateral.

4. **Limitation of Lender's Liability.** Notwithstanding anything to the contrary contained in any of the Collateral, the interest of Borrower therein is assigned and transferred to Lender by way of collateral security only, the Lender by its acceptance hereof shall not be deemed to have assumed or become liable for any of the obligations or liabilities of Borrower under the Collateral, whether provided for by the terms thereof, arising by operation of law or otherwise. Borrower hereby acknowledges that Borrower shall remain liable for the due performance of Borrower's obligations under the agreements, instruments and documents constituting the Collateral to the same extent as though this Assignment had not been made. It is expressly intended, understood and agreed that this Assignment has been made and entered into for the sole protection and benefit of Lender, Borrower, and their respective successors and assigns, and no other person or persons shall have any right of action hereunder or rights to the proceeds of the Loan at any time; that no third party shall under any circumstances be entitled to any equitable lien on the undisbursed proceeds of the Loan at any time. The relationship between Lender and Borrower is solely that of a lender and borrower, and nothing contained herein shall in any manner be construed as making the parties hereto partners or joint venturers or creating any other relationship other than lender and borrower.

5. **Events of Default.** An "Event of Default" shall occur under this Assignment upon the occurrence of (a) a breach by Borrower of any of the covenants, agreements, representations, warranties or other provisions of this Assignment; (b) any other Event of Default described in the Note, the Loan Agreement, the Mortgage or the other Loan Documents; or (c) any default or event of default by Borrower as described in the Development Agreement.

6. **Remedies.** At any time upon or following the occurrence of any one or more Events of Default described hereunder, Lender shall without any further notice or any demand to Borrower: (a) be entitled to declare all indebtedness secured hereby and by all other documents and instruments evidencing or securing the Note to be immediately due and payable; (b) exercise any and all rights and remedies provided hereunder or under the Loan Documents, as well as all remedies available at law and in equity; (c) cure any default in such manner and to such extent as Lender may deem reasonably necessary to protect the security hereof, including without

limitation, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Lender, and also the right to perform and discharge each and every obligation, covenant and agreement of Borrower under any of the documents, instruments and agreements constituting the Collateral, and in connection therewith, to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees and expenses; and/or (d) either in person or by agent, with or without bringing any action or proceedings, or by a receiver to be appointed by a court at any time hereafter, enforce the performance of the covenants and agreements under any of the documents, instruments, agreements and contracts constituting the Collateral, in the name of Borrower or otherwise, provided that Lender shall not be responsible for the performance of any of the covenants and agreements of the Borrower under any of the documents, instruments, agreements and contracts constituting the Collateral.

Further, notwithstanding any other provision herein, upon an Event of Default by Borrower under any of the Loan Documents or under this Assignment, Lender shall have the right, upon written notice to the City, to receive the benefits of the Borrower under the Development Agreement, so long as there is, and continues to be, full compliance with the Development Agreement. In the event that the Lender conveys or assigns any portion of the Collateral, such assignment shall comply with the requirements of the Development Agreement and the Lender shall require that said successor or assign shall be required to comply in full with the Development Agreement.

7. **Waiver and Indemnity.** Borrower hereby agree that no liability shall be asserted or enforced by Borrower against Lender in its exercise of the powers and rights herein granted, all such liability being hereby expressly waived and released by Borrower. Borrower hereby agrees to indemnify, defend and hold Lender harmless from and against any and all liability, expense, cost or damage which Lender may incur by reason of act or omission of Borrower under any of the documents, instruments, or agreements constituting the Collateral.

8. **Notice.** Any notice which any party hereto may desire or may be required to give to any other party hereto shall be made in the manner provided in the Loan Agreement. Except as otherwise specifically required herein, notice of the exercise of any right or option granted to Lender by this Assignment is not required to be given.

9. **Miscellaneous.** This Assignment and all rights and liabilities hereunder and in and to any and all Collateral shall inure to the benefit of Lender and its successors and assigns, and shall be binding upon Borrower and its respective successors and assigns. This Assignment and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the substantive laws of the State of Illinois. All provisions of this Assignment shall be deemed valid and enforceable to the extent permitted by law. Any provision or provisions of this Assignment which are held unenforceable, invalid or contrary to law by a court of competent jurisdiction, shall be of no force or effect, and in such event each and all of the remaining provisions of this Assignment shall subsist and remain and be fully effective according to the terms of this Assignment as though such invalid, unenforceable or unlawful provision or provision had not been included in this Assignment. Time is of the essence of this

Assignment, the headings of paragraphs in this Assignment are for convenience only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK –
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Borrower has executed and delivered this Collateral Assignment of Development Agreement as of the day and year first above written.

BORROWER:

HEADING FOR HOME LLC,
a Delaware limited liability company

By: _____

Name: Andrew T. Berlin

Title: Manager

CONSENT TO COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT

The City of South Bend, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission hereby acknowledges its consent to the attached Collateral Assignment of Development Agreement as of the ____ day of March, 2017:

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

By: _____
Name: _____
Its: _____

ATTEST:

By: _____
Name: _____
Its: _____

Date: March _____, 2017

EXHIBIT A

Development Agreement

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”), is effective as of August 25, 2016 (the “Effective Date”), by and between the City of South Bend, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission (the “Commission”), and Heading for Home LLC, a Delaware limited liability company with offices at 501 W. South St., South Bend, Indiana 46601 (the “Developer”) (each, a “Party,” and collectively, the “Parties”).

RECITALS

A. The Commission exists and operates under the provisions of the Redevelopment of Cities and Towns Act of 1953, as amended (Ind. Code 36-7-14, the “Act”).

B. The Act provides that the clearance, replanning, and redevelopment of redevelopment areas are public uses and purposes for which public money may be spent.

C. The Commission granted Swing-Batter-Swing, LLC (“SBS”) an exclusive option to purchase certain real property described in attached Exhibit A (the “Developer Property”) upon the terms stated in the Real Estate Option Agreement dated July 30, 2015 (the “Option Agreement”), which Option Agreement SBS assigned to the Developer under the Assignment and Assumption of Real Estate Option Agreement dated August 22, 2016, by and between SBS and the Developer.

D. Upon exercising its option and acquiring the Developer Property from the Commission, the Developer desires to develop the Developer Property as a mixed-use project including, without limitation, residential, commercial, and retail/hospitality uses (the “Project”) in substantial accordance with the plans and specifications, as defined in and attached to the Commission’s Resolution No. 3345 dated August 25, 2016 (the “Development Plans”).

E. The Developer Property is located within the corporate boundaries of the City of South Bend, Indiana (the “City”), within the River West Development Area (the “Area”).

F. The Commission has adopted (and subsequently amended, from time to time) a development plan, which contemplates development of the Area consistent with the Project.

G. The Commission believes that accomplishing the Project as described herein is in the best interests of the health, safety, and welfare of the City and its residents.

H. The Commission desires to facilitate and assist the Project by undertaking the local public improvements stated in Exhibit B (the “Local Public Improvements”) and the financing thereof, subject to the terms and conditions of this Agreement and in accordance with the Act.

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

SECTION 1. DEFINITIONS.

Unless otherwise defined in this Agreement, capitalized terms used in this Agreement have the following meanings:

1.1 Assessed Value. “Assessed Value” means the market value-in-use of a property, used for property tax assessment purposes as determined by the St. Joseph County Assessor.

1.2 Board of Works. “Board of Works” means the Board of Public Works of the City, a public body granted the power to award contracts for public works pursuant to Ind. Code 36-1-12.

1.3 Funding Amount. “Funding Amount” means an amount not to exceed Three Million Four Hundred Thousand Dollars (\$3,400,000.00) of tax increment finance revenues to be used for paying the costs associated with the construction, equipping, inspection, and delivery of the Local Public Improvements.

1.4 Private Investment. “Private Investment” means an amount no less than Eighteen Million Dollars (\$18,000,000.00) to be expended by the Developer for the costs associated with constructing the improvements set forth in the Project Plan, including architectural, engineering, and any other costs directly related to completion of the Project.

SECTION 2. INTERPRETATION, TERMS, AND RECITALS.

2.1 Interpretation.

(a) The terms “herein,” “hereto,” “hereunder,” and all terms of similar import shall be deemed to refer to this Agreement as a whole rather than to any Article of, Section of, or Exhibit to this Agreement.

(b) Unless otherwise specified, references in this Agreement to (i) “Section” or “Article” shall be deemed to refer to the Section or Article of this Agreement bearing the number so specified, (ii) “Exhibit” shall be deemed to refer to the Exhibit of this Agreement bearing the letter or number so specified, and (iii) references to this “Agreement” shall mean this Agreement and any exhibits and attachments hereto.

(c) Captions used for or in Sections, Articles, and Exhibits of this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

(d) The terms “include”, “including” and “such as” shall each be construed as if followed by the phrase “without being limited to.”

2.2 Recitals. The Recitals set forth above are incorporated into and are a part of this Agreement for all purposes.

SECTION 3. ACCESS.

3.1 Grant of Easement. The Developer will grant to the Commission a temporary, non-exclusive easement on, in, over, under and across any part(s) of the Developer Property (the “Easement”) in the form attached hereto as Exhibit C, to permit the Commission to fulfill its obligations under this Agreement, including the construction, equipping, inspection, and delivery of the Local Public Improvements. The Easement shall (a) inure to the benefit of the Commission and the Board of Works or any contractors acting on behalf of the Commission in connection with the construction, equipping, inspection, and delivery of the Local Public Improvements; (b) shall bind the Developer and its grantees, successors, and assigns; and (c) shall terminate no later than upon completion of the Local Public Improvements, as determined by the Board of Works.

SECTION 4. DEVELOPER’S OBLIGATIONS.

4.1 Generally. The Parties acknowledge and agree that the Commission’s agreements to perform and abide by the covenants and obligations set forth in this Agreement are material consideration for the Developer’s commitment to perform and abide by the covenants and obligations of the Developer contained in this Agreement.

4.2 The Project.

(a) As a condition precedent to the Parties’ respective rights and obligations under this Agreement, the Developer will acquire the Developer Property from the Commission in accordance with the terms and conditions of the Option Agreement.

(b) The Developer will perform all necessary work to complete the improvements set forth in the Development Plans as such Development Plans may be revised upon completion of the finalized survey, engineering, and site layout.

(c) The Developer will expend the Private Investment to complete the Project in substantial accordance with the Development Plans as such Development Plans may be revised upon completion of the finalized survey, engineering, and site layout.

(d) Other than modifications based on the finalized survey, engineering and site layout and modifications due to unforeseen circumstances, the Developer will not undertake any substantial deviation from the Development Plans without first obtaining the Commission’s written approval.

Notwithstanding anything to the contrary contained herein, Developer shall not eliminate a commercial component of the development.

4.3 Cooperation. The Developer agrees to endorse and support, at no cost to Developer, the Commission’s efforts to expedite the Local Public Improvements through any required planning, design, public bidding, construction, inspection, waiver, permitting, and related regulatory processes. To the extent that any portion of this Project is to be located in City owned rights of way, the Commission will assist the Developer in good faith in obtaining for the Developer and its designees access thereto to enable the construction of such portion of the

Project, provided, however, that the Commission will not support or facilitate the vacation of any portion of West Monroe Street lying east of South Lafayette Boulevard for construction of the Project.

4.4 Obtain Necessary Easements. The Developer agrees to request any and all easements from any governmental entity and/or any other third parties that the Developer or the Commission deems necessary or advisable in order to complete the Local Public Improvements, and the obtaining of such easements is a condition precedent to the Commission's obligations under this Agreement.

4.5 Timeframe for Completion. The Developer hereby agrees to complete the Project and any other obligations the Developer may have under this Agreement by the date that is twenty-four (24) months after the Effective Date of this Agreement (the "Mandatory Project Completion Date"). Notwithstanding any provision of this Agreement to the contrary, the Developer's failure to complete the Project or any other obligations the Developer may have under this Agreement by the Mandatory Project Completion Date will constitute a default under this Agreement without any requirement of notice of or an opportunity to cure such failure.

4.6 RESERVED.

4.7 Reporting Obligations.

(a) Upon the letting of contracts for substantial portions of the Project and again upon substantial completion of the Project, the Developer hereby agrees to report to the Commission the number of local contractors and local laborers involved in the Project, the amount of bid awards for each material contract related to the Project, and information regarding which contractor is awarded each contract with respect to the Project.

(b) On or before June 30 and December 31 of each year until substantial completion of the Project, the Developer shall submit to the Commission a report demonstrating the Developer's good-faith compliance with the terms of this Agreement. The report shall include the following information and documents: (i) a status report of the construction completed to date, (ii) an update on the project schedule, (iii) an itemized accounting generally identifying the Private Investment to date, and (iv) a status report of the number of jobs created for employment at the Developer Property.

(c) On or before April 15 of the year that is one year after substantial completion of the Project and on each April 15 thereafter until April 15 of the year which is three (3) years after substantial completion of the Project, the Developer shall submit to the Commission a report with the following information: (i) the number of jobs created as a result of the Project and wage and benefit information for the jobs created; and (ii) a detailed description of the of the job and wage details for the number of people employed by the Developer in connection with the Project.

4.8 RESERVED.

4.9 Costs and Expenses of Construction of Project. The Developer hereby agrees to pay, or cause to be paid, all costs and expenses of construction for the Project (including legal fees, architectural and engineering fees), exclusive of the Local Public Improvements, which shall be paid for by the Commission by and through the Funding Amount subject to the terms of this Agreement.

4.10 Specifications for Local Public Improvements. The Developer will be responsible for the preparation of all bid specifications related to the Local Public Improvements, and the Developer will pay all costs and expenses of such preparation, provided, however, that if the Commission pays any costs or expenses of such preparation, then the amount paid by the Commission will be deducted from the Funding Amount. The Developer will submit all bid specifications related to the Local Public Improvements to the City of South Bend Engineering Department (the "Engineering Department"). The Engineering Department may approve or disapprove said bid specifications in its sole discretion and may request revisions or amendments to be made to the same.

4.11 Non-Interference. Developer hereby agrees to use commercially reasonable efforts to minimize disruption for those living and working near the Developer Property during construction of the Project.

4.12 Insurance. The Developer shall purchase and maintain comprehensive insurance coverage as is appropriate for the work being performed with respect to the Project. The Developer shall provide proof of such adequate insurance to the Commission and shall notify the Commission and the City of any change in or termination of such insurance. During the period of construction or provision of services regarding any Local Public Improvements, the Developer shall maintain insurance in the kinds and for at least the minimum amounts as described in Exhibit D attached hereto and the Commission and the City shall be named as additional insureds on such policies (but not on any worker's compensation policies).

4.13 Information. The Developer agrees to provide any and all due diligence items with respect to the Project reasonably requested by the Commission.

SECTION 5. COMMISSION'S OBLIGATIONS.

5.1 Generally. The Parties acknowledge and agree that the Developer's agreement to perform and abide by the covenants and obligations set forth in this Agreement is material consideration for the Commission's commitment to perform and abide by the covenants and obligations of the Commission contained in the Agreement.

5.2 Completion of Local Public Improvements.

(a) The Commission hereby agrees to complete (or cause to be completed) the Local Public Improvements described in Exhibit B attached hereto on a schedule to be reasonably determined and agreed to by the Commission and the Developer, as may be modified due to unforeseen circumstances and delays.

(b) Before any work on the Local Public Improvements will commence, (i) the Developer will have acquired the Developer Property from the Commission in

accordance with the terms of the Option Agreement, and (ii) the Engineering Department will have received satisfactory bid specifications for the Local Public Improvements and approved the same in accordance with Section 4.10 of this Agreement.

(c) The Local Public Improvements will be completed in accordance with all applicable public bidding and contracting laws and will be subject to inspection by the Engineering Department or its designee.

(d) Notwithstanding anything contained herein to the contrary, in the event the costs associated with the Local Public Improvements are in excess of the Funding Amount, Developer, at its sole option, may determine to pay to the Commission the amount of the excess costs to permit timely completion of the Local Public Improvements by the Commission, or an agent of the Commission, which amounts shall be applied for such purpose. If Developer chooses not to pay any such excess costs of the Local Public Improvements (above the Funding Amount), the Commission may reduce the scope of the Local Public Improvements to the amount which may be funded with the Funding Amount. In no event will the Commission be required to spend more than the Funding Amount in connection with the Local Public Improvements.

5.3 Cooperation. The Commission agrees to endorse and support the Developer's efforts to expedite the Project through any required planning, design, permitting, waiver, and related regulatory processes, provided, however, that the Commission will not be required to expend any money in connection therewith.

5.4 Public Announcements, Press Releases, and Marketing Materials. The Commission hereby agrees to coordinate all public announcements and press releases relating to the Project with the Developer.

SECTION 6. COOPERATION IN THE EVENT OF LEGAL CHALLENGE.

6.1 Cooperation. In the event of any administrative, legal, or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of this Agreement, the Parties shall cooperate in defending such action or proceeding to settlement or final judgment including all appeals. Each Party shall select its own legal counsel and retain such counsel at its own expense, and in no event shall the Commission be required to bear the fees and costs of the Developer's attorneys nor shall the Developer be required to bear the fees and costs of the Commission's attorneys. The Parties agree that if any other provision of this Agreement, or this Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the Parties agree to be bound by the terms of this Section 6.1, which shall survive such invalidation, nullification, or setting aside. Notwithstanding the foregoing, in the event the Project or the terms of this Agreement face legal challenge for any reason other than Developer's failure to comply with the terms hereof, the Developer may elect to abandon the Project.

SECTION 7. DEFAULT.

7.1 Default. Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written

notice of such failure from the other Party, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. Upon the occurrence of a default under this Agreement, the non-defaulting Party may (a) terminate this Agreement, or (b) institute legal proceedings at law or in equity (including any action to compel specific performance) seeking remedies for such default. If the default is cured within thirty (30) days after the notice described in this Section 7.1, then no default shall exist and the noticing Party shall take no further action.

7.2 Reimbursement Obligation. In the event that the Developer fails (a) to complete the Project by the Mandatory Project Completion Date, subject to an event of Force Majeure as stated in Section 7.4, or (b) to expend the full amount of the Private Investment by the Mandatory Project Completion Date, subject to an event of Force Majeure as stated in Section 7.4, and provided no substitute developer completes the Project, then upon the written demand of the Commission, the Developer will repay the Commission One Hundred Percent (100%) of the portion of the Funding Amount expended by the Commission in furtherance of the Local Public Improvements as of the date of the Commission's demand.

7.3 Utility Assessments. The Parties acknowledge that applicable laws, including without limitation Chapter 17, Article 10, of the South Bend Municipal Code, require an owner of property to pay certain costs associated with the City's installation of utilities serving that property. In consideration of the Developer's obligations under this Agreement, the Commission agrees to pay on the Developer's behalf any such installation charges under Chapter 17, Article 10 of the South Bend Municipal Code arising out of the Developer's construction of the Project. By contrast, the Developer will pay when due any charges or fees imposed on the Developer for the Developer's use of the Developer Property following its initial construction of the Project, and the Commission will have no obligation to pay any such charges or fees or to reimburse the Developer for the same.

7.4 Obligation and Rights of Mortgage Lenders. The holder of any mortgage or other security arrangement with respect to the Project, or any portion thereof (the "Holder"), shall not be obligated under this Agreement to construct or complete improvements or to guarantee such construction for completion, but shall otherwise be bound by all of the terms and condition of this Agreement which pertain to the Project or such portion thereof in which the Holder holds an interest. In the event that the Holder elects not to complete the Project, such election shall be made within thirty (30) days of the Holder gaining possession thereof, the Commission shall have the option to repurchase the Project or such portion thereof from the Holder at a purchase price equal to its fair market value. Any such Holder who comes into possession of the Project, or any portion thereof, pursuant to a foreclosure of a mortgage or deed in lieu of such foreclosure shall take the Project, or such portion thereof, subject to any pro rata claims for payments or charges against the Project, or such portion thereof, which accrue prior and subsequent to the time such Holder comes into possession. Nothing in this Agreement shall be deemed or construed to permit or authorize any such Holder to devote the Project, or any portion thereof, to any uses or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Agreement subject to all of the terms and the conditions of this Agreement.

7.5 Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, none of the Parties shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, inclement weather, fires, delays by municipal bodies, casualties, acts of God, acts of terrorism, restrictions imposed or mandated by governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environments regulations, contract defaults by third parties, or other circumstances which are not within the reasonable control of the Party to be excused (each, an event of “Force Majeure”). Upon the request of any of the Parties, a reasonable extension of any date or deadline set forth in this Agreement due to such cause will be granted in writing for a period necessitated by the event of Force Majeure, or longer as may be mutually agreed upon by all the Parties.

SECTION 8. NO AGENCY, JOINT VENTURE, OR PARTNERSHIP; CONFLICT OF INTEREST; INDEMNITY.

8.1 No Agency, Joint Venture or Partnership. The Parties acknowledge and agree that:

(a) The Project is a private development;

(b) None of the Commission, the Board of Works, or the Developer has any interest or responsibilities for, or due to, third parties concerning any improvements until such time, and only until such time, that the Commission, the Board of Works, and/or the Developer expressly accepts the same; and

(c) The Parties hereby renounce the existence of any form of agency relationship, joint venture or partnership between the Commission, the Board of Works, and the Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the Commission, the Board of Works, and the Developer.

8.2 Conflict of Interest; Commission Representatives Not Individually Liable. No member, official, or employee of the Commission or the City may have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No member, official, or employee of the Commission or the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the Commission or for any amount which may become due to the Developer, or its successors and assigns, or on any obligations under the terms of this Agreement. No partner, member, employee, or agent of the Developer or successors of them shall be personally liable to the Commission under this Agreement.

8.3 Indemnity. The Developer agrees to indemnify, defend, and hold harmless the Commission and the City from and against any liabilities, damages, or losses arising out of any third-party claim for bodily injury or property damage alleged to have occurred in or on the

Developer Property or the improvements constructed thereon, except to the extent caused by the negligence of the Commission or its contractors.

SECTION 9. MISCELLANEOUS.

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

9.2 Other Necessary Acts. Each Party shall execute and deliver to the other Parties all such other further instruments and documents as may be reasonably necessary to accomplish the Project and the Local Public Improvements contemplated by this Agreement and to provide and secure to the other Parties the full and complete enjoyment of its rights and privileges hereunder. Notwithstanding the foregoing, the Parties understand and agree that certain actions contemplated by this Agreement may be required to be undertaken by persons, agencies, or entities that are not a party to this Agreement, including, but not limited to certain permits, consents, and/or approvals (to the extent they have not yet been obtained and completed), and that any action by such third parties shall require independent approval by the respective person, agency, entity, or governing body thereof.

9.3 Waiver of Jury Trial. The Parties acknowledge that disputes arising under this Agreement are likely to be complex and they desire to streamline and minimize the cost of resolving such disputes. In any legal proceeding, each party irrevocably waives the right to trial by jury in any action, counterclaim, dispute, or proceeding based upon, or related to, the subject matter of this Agreement. This waiver applies to all claims against all parties to such actions and proceedings. This waiver is knowingly, intentionally, and voluntarily made by both parties.

9.4 Attorneys' Fees. In the event of any litigation, mediation, or arbitration between the Parties regarding an alleged breach of this Agreement, none of the Parties shall be entitled to any award of attorney's fees.

9.5 Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the Project:

(a) The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and

(b) The Developer will state, in all solicitations or advertisements for employees placed by or on behalf of the Developer, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

9.6 Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed shall be an original, but all of which together shall constitute one and

the same instrument. Any electronically transmitted version of a manually executed original shall be deemed a manually executed original.

9.7 Notices and Demands. Any notice, demand, or other communication required or permitted under the terms of this Agreement may be delivered (a) by hand-delivery (which will be deemed delivered at the time of receipt), (b) by registered or certified mail, return receipt requested (which will be deemed delivered three (3) days after mailing), or (c) by overnight courier service (which will be deemed delivered on the next business day) to each Party's respective addresses and representatives stated below.

Developer:	Heading for Home LLC c/o South Bend Cubs 501 West South Street South Bend, Indiana 46601 Attn: Joe Hart
With a copy to:	TWG Development, LLC 333 North Pennsylvania Street, Suite 100 Indianapolis, Indiana 46204 Attn: J.B. Curry (the Developer's "Project Manager")
With a copy to:	Patzik, Frank & Samotny Ltd. 150 South Wacker Drive, Suite 1500 Chicago, Illinois 60606 Attn: Alan B. Patzik
Commission:	South Bend Redevelopment Commission 1400 S. County-City Building 227 W. Jefferson Blvd. South Bend, IN 46601 Attn: Brian Pawlowski
With a copy to:	South Bend Legal Department 1200 S. County-City Building 227 W. Jefferson Blvd. South Bend, IN 46601 Attn: Corporation Counsel

9.8 Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Indiana.

9.9 Authority. Each undersigned person executing and delivering this Agreement on behalf of a Party represents and certifies that he or she is the duly authorized officer or representative of such Party, that he or she has been fully empowered to execute and deliver this Agreement on behalf of such Party, and that all necessary action to execute and deliver this Agreement has been taken by such Party.

9.10 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation other than the Parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant, or condition hereof, as third-party beneficiaries or otherwise, and all of the terms, covenants, and conditions hereof shall be for the sole and exclusive benefit of the Parties herein.

9.11 Assignment. The Developer's rights under this Agreement shall be personal to the Developer and shall not run with the land. Prior to substantial completion of the Project, Developer may not assign its rights or obligations under this Agreement to any third party without obtaining the Commission's prior written consent to such assignment, which the Commission may give or withhold in its sole but reasonable discretion. In the event the Developer seeks the Commission's consent to any such assignment, the Developer shall provide to the Commission all relevant information concerning the identities of the persons or entities proposed to be involved in and an explanation of the purposes for the proposed assignment(s). The Commission acknowledges that the Developer intends to contract with the Developer's Project Manager for the provision of certain services associated with constructing the Project and that the Project Manager will serve as the Developer's agent responsible for carrying out certain of the Developer's obligations under this Agreement. The Parties agree, however, that such delegation of responsibilities to the Project Manager will not reduce, relieve, release or otherwise affect the Developer's obligations under this Agreement or the Developer's liability to the Commission therefor.

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

9.13 Exhibits. All exhibits described herein and attached hereto are incorporated into this Agreement by reference.

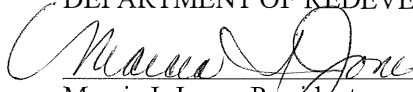
9.14 Entire Agreement. No representation, promise, or inducement not included in this Agreement will be binding upon the Parties hereto. This Agreement cannot be modified except by mutual agreement of the Parties set forth in a written instrument signed by the Parties' authorized representatives.

9.15 Time. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement to be effective as of the Effective Date stated above.

COMMISSION:

CITY OF SOUTH BEND,
DEPARTMENT OF REDEVELOPMENT



Marcia I. Jones, President

ATTEST:



Donald E. Inks, Secretary

DEVELOPER:

HEADING FOR HOME LLC,
a Delaware limited liability company

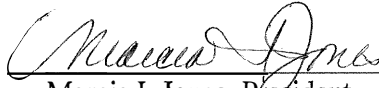
By: _____
Name: Andrew Berlin
Title: Manager

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IN WITNESS WHEREOF, the Parties hereby execute this Agreement to be effective as of the Effective Date stated above.

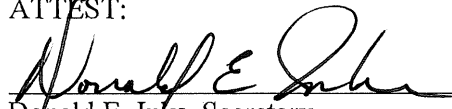
COMMISSION:

CITY OF SOUTH BEND,
DEPARTMENT OF REDEVELOPMENT



Marcia I. Jones, President

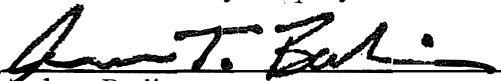
ATTEST:



Donald E. Inks, Secretary

DEVELOPER:

HEADING FOR HOME LLC,
a Delaware limited liability company

By: 

Name: Andrew Berlin
Title: Manager

EXHIBIT A

Description of Developer Property

Lots 2 and 3 of the plat of Coveleski Park Minor Subdivision recorded on February 11, 2015, as Document No. 1503430 in the Office of the Recorder of St. Joseph County, Indiana. [Parcel Key Nos. 18-3014-051501 and 18-3014-051502]

EXHIBIT B

Description of Local Public Improvements

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

- A. Site preparation and construction, including building concrete, structural masonry, structural steel/misc. metals, lumber package, framing labor, and earthwork and utilities.
- B. Other infrastructure elements or other improvements to the Developer Property associated with the construction of the Project.

EXHIBIT C

Form of Easement

[See attached.]

GRANT OF TEMPORARY EASEMENT

THIS INDENTURE, made as of the _____ day of _____, 2016 (the “Effective Date”), by and between Heading for Home LLC, a Delaware limited liability company with offices at 501 W. South St., South Bend, Indiana 46601 (the “Grantor”), and the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment, 1400 S. County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601 (the “Grantee”).

WITNESSETH:

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which Grantor hereby acknowledges, Grantor hereby grants, conveys, and warrants to Grantee a temporary, non-exclusive easement (the “Easement”) on, in, over, under and across the real property described in attached Exhibit 1 (the “Property”) for the construction, equipping, and delivery of certain improvements on the Property (the “Local Public Improvements”), together with the right of ingress to and egress from the Easement for said purposes, all pursuant a certain Development Agreement by and between Grantor and Grantee, dated August 25, 2016 (the “Development Agreement”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Development Agreement.

The Easement granted herein shall pertain to the air, surface, and subsurface rights and interests of Grantor, for the use and benefit of Grantee, and its successors and assigns, to the extent necessary to accomplish and carry out the construction, equipping, and delivery of the Local Improvements on the Property. The Easement hereby granted includes the right and privilege for Grantee at reasonable times to clean and remove from said Easement any debris or obstructions interfering with said Easement.

The Easement granted herein, and its associated benefits and obligations, shall inure to the benefit of Grantee and Grantee’s contractors acting on Grantee’s behalf in connection with the Local Public Improvements.

Notwithstanding anything contained herein to the contrary, unless extended in writing by Grantor, the Easement shall terminate and be of no further force and effect on the date of the earliest of the following: (a) completion of the Local Public Improvements; (b) expiration or earlier termination of the Development Agreement; or (c) such date as Grantor and Grantee may agree to in writing.

[Signature page follows.]

IN WITNESS WHEREOF, Grantor has executed this Grant of Temporary Easement on the date shown in the acknowledgment set forth below to be effective as of the Effective Date.

GRANTOR:

Heading for Home LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

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

Before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew Berlin, to me known to be the Manager of the Grantor in the above Grant of Temporary Easement, and acknowledged the execution of the same as the Grantor's free and voluntary act and deed.

WITNESS my hand and Notarial Seal this _____ day of _____, 2016.

_____, Notary Public
Residing in _____ County, IN

My Commission Expires: _____

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

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.

EXHIBIT 1

Description of Property

Lots 2 and 3 of the plat of Coveleski Park Minor Subdivision recorded on February 11, 2015, as Document No. 1503430 in the Office of the Recorder of St. Joseph County, Indiana. [Parcel Key Nos. 18-3014-051501 and 18-3014-051502]

EXHIBIT D

Minimum Insurance Amounts

- | | | |
|----|------------------------------------|--|
| A. | Worker's Compensation | |
| 1. | State | Statutory |
| 2. | Applicable Federal | Statutory |
| 3. | Employer's Liability | \$100,000.00 |
| B. | Comprehensive General Liability | |
| 1. | Bodily Injury | \$5,000,000 Per Occurrence, inclusive of umbrella coverage |
| 2. | Property Damage | \$5,000,000 Per Occurrence, inclusive of umbrella coverage |
| C. | Comprehensive Automobile Liability | |
| 1. | Bodily Injury | |
| a. | \$500,000.00 | Each Person |
| b. | \$500,000.00 | Each Accident |
| 2. | Property Damage | |
| a. | \$500,000.00 | Each Occurrence |

FIRST AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

This First Amendment To Real Estate Purchase Agreement (this “First Amendment”) is made on March 23, 2017 (the “Effective Date”), by and between the South Bend Redevelopment Commission, the governing body of the City of South Bend Department of Redevelopment (“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 collectively the “Parties”).

RECITALS

A. Seller and Buyer entered into that certain Real Estate Purchase Agreement dated February 9, 2017 (the “Purchase Agreement”), for the purchase and sale of the Property (as defined in the Purchase Agreement) located in the City of South Bend.

B. Buyer continues its examination of the Property pursuant to Section 3 of the Purchase Agreement and has requested an extension of the Due Diligence Period.

C. Seller desires to grant the requested extension as stated in this First Amendment.

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

1. In Section 3.B. of the Purchase Agreement, the term “sixty (60)” is deleted and replaced by the term “one hundred twenty (120).”

2. Unless expressly modified by this First Amendment, the terms and provisions of the Purchase Agreement remain in full force and effect.

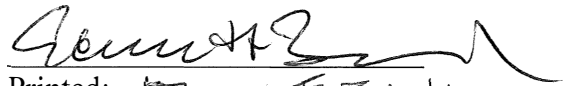
3. Capitalized terms used in this First Amendment will have the meanings set forth in the Purchase Agreement unless otherwise stated herein.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereby execute this First Amendment To Real Estate Purchase Agreement to be effective on the Effective Date stated above.

BUYER:

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



Printed: Edward F. Bradley
Its: Principal
Dated: 3.20.17

SELLER:

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

David Varner, Vice President

ATTEST:

Donald E. Inks, Secretary

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Department of
Community Investment

Redevelopment Commission Agenda Item

DATE: March 23, 2017
FROM: Chris Dressel, Staff
SUBJECT: City Cemetery Improvements – Budget Request

Staff requests the Redevelopment Commission’s approval of an additional \$450,000 budgeted for the next phase of City Cemetery improvements as part of a master revitalization plan for the City Cemetery area. It’s anticipated that project construction will commence in 2018.

As identified during the master plan process, Colfax Avenue is the key corridor for visitors to the cemetery and there’s a priority need for improved corridor appearance and cemetery access. This year the City will be partnering with DLZ for services as follows:

- 2-Way conversion for W. Colfax, including enhancements at LaPorte and LaSalle intersections
- Streetscape Improvements on 100 Block of Elm.
- Acquisition and Site Preparation for development of new cemetery entryway.

In 2015, the commission granted a request of \$300,000 for cemetery improvements which included the construction of 2 way 1000 Block of West Colfax (LaSalle to LaPorte) and the planting of trees between LaSalle Connector and William Street. The tree planting work was completed for \$67,000 in Fall 2015.

If you should have any questions or are in need of more information, please feel free to contact me at either cdressel@southbendin.gov or 235-5847.

INTERNAL USE ONLY: Project Code: 14J039

Total Amount new/change (inc/dec) in budget: \$450,000; broken down by:

Acct #433.1050.460.42.01 Amt:\$450,000 ; Acct # _____ Amt: _____;

Acct # _____ Amt: _____; Acct # _____ Amt: _____;

Going to BPW for Contracting? Y/**N** Is this item ready to encumber now?No

Existing PO# _____ Inc/Dec \$ _____





Department of
Community Investment

Redevelopment Commission Agenda Item

DATE: March 23, 2017
FROM: Beth Leonard Inks
SUBJECT: Resolution #3385 Setting April 13, 2017 Public Hearing for Additional
2017 Certified Technology Park Appropriations

PURPOSE OF REQUEST:

Attached is a resolution setting the public hearing on additional appropriations for 2017 Redevelopment funds. The public hearing will be on April 13, 2017.

I would be happy to answer any questions you may have on this matter.

INTERNAL USE ONLY: Project Code:_N/A

Total Amount **new**/change (**inc**/dec) in budget: but not until 4/13/17 ; 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. 3385

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION
SETTING A PUBLIC HEARING ON THE ADDITIONAL APPROPRIATION OF
TAX INCREMENT
FINANCING REVENUES FROM VARIOUS ALLOCATION AREAS FOR THE
PAYMENT OF CERTAIN OBLIGATIONS AND EXPENSES RELATED TO THEIR
RESPECTIVE ALLOCATION AREAS AND OTHER RELATED MATTERS**

WHEREAS, the South Bend Redevelopment Commission (the "Commission"), the governing body of the Department of Redevelopment of the City of South Bend, Indiana (the "City") and the City of South Bend, Indiana, Redevelopment District (the "District"), exists and operates under the provisions of Indiana Code § 36-7-17, as amended (the "Act"); and

WHEREAS, the Commission, from time to time, has declared, confirmed and established allocation areas for areas needing redevelopment and economic development areas within the District for purposes of tax increment financing pursuant to the Act; and

WHEREAS, the Commission has further created allocation area funds for the purpose of receiving tax increment financing revenues received from the allocation areas; and

WHEREAS, there have been presented to the Commission Resolutions No. 3386 appropriating the funds from various allocations areas of the District (collectively, the "Resolutions"); and

WHEREAS, the Commission desires to appropriate the allocation area funds to pay certain expenses incurred by it or the City for local public improvements that are in or serving their respective allocation areas, which appropriations are set forth in more detail in the Resolutions; and

WHEREAS, such appropriations are subject to the provisions of Indiana Code § 6-1.1-18-5; and

WHEREAS, the proposed appropriations are not for the operating expenses of the Commission;
and

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

1. The Commission desires to approve the use of additional funds of the various allocation areas, as set forth in their respective Resolutions, which allocation areas, resolutions and not-to-exceed appropriation amounts are set forth below:

<u>Allocation Area and Fund</u>	<u>Resolution No.</u>	<u>Not-to-Exceed</u>
Certified Technology Park	Resolution No. 3386	\$2,200,000

2. The President and Secretary of the Commission are each hereby authorized and directed to take all necessary steps to obtain approval of the expenditures of such funds pursuant to Indiana Code § 6-1.1-18-5, including the publication in accordance with Indiana Code §5-3-1 of notice of a hearing on the appropriation of such funds to be held at 9:30 a.m. on April 13, 2017 at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT COMMISSION

Signature

Printed Name and Title

ATTEST:

Signature

Printed Name and Title

RESOLUTION NO. 3388

A RESOLUTION HONORING AARON KOBBI FOR
EXTRAORDINARY SERVICE TO THE SOUTH BEND
COMMUNITY AND SOUTH BEND REDEVELOPMENT
COMMISSION

WHEREAS, Aaron Kobb is a committed community leader who has served the City of South Bend as the Director of Economic Development since 2016 and worked closely with the Redevelopment Commission; and

WHEREAS, during service to our community, Aaron has worked tirelessly to establish an exemplary level of business assistance, tax abatement, public finance and economic development; and

WHEREAS, Aaron assisted with the TIF realignment and closure of the Southside Development Area Allocation #3; and

WHEREAS, Aaron played a leading role in negotiating through the details of many important projects such as those involving Nello, Inc., Lippert Components Manufacturing Inc., Wharf Partners, LLC, Eddy Street Commons and the South Bend Blue Water Ways Project of the Regional Cities Initiative; and

WHEREAS, Aaron oversaw development of numerous projects such as Smart Streets, Advanced Centers of Cancer Care, AmeriPlex, Colfax StreetScapes, Martin's Super Markets, Linden Grill, River Race Townhomes, College Football Hall of Fame, Ivy Tower, Chet Waggoner Drive, Ignition Park, Riverwalk, LLC, Colfax Hill Partners, Berlin Place, Michiana Brewers Supply, Tapastrie, Portage Prairie, Xanatek, JMS Development, LLC, Newman Center, Armory, LLC, Hibberd Development, Oliver Plow Partners, Blackthorn Corporate Park, Bare Hands Brewery, Fire Station No. 4, South Bend Dam, LangLab, Perley Primary Center Safe Routes to School, and Unity Gardens; and

WHEREAS, Aaron has always been a steady, and reliable source of information with analysis, budgeting and usage of certain Department of Community Investment funding sources, including the Industrial Revolving Loan Fund, Industrial Revenue Bonds, Tax Abatements and Tax Incremental Financing that have allowed the Commission to make sound decisions; and

WHEREAS, Aaron has decided the time is right to pursue other endeavors; and

NOW, THEREFORE, BE IT RESOLVED that the South Bend Redevelopment Commission hereby honors Aaron Kobb for his extraordinary commitment and distinguished service to the South Bend Redevelopment Commission and the City of South Bend; thanks him for the outstanding contributions he has made; and declares it will sincerely miss his diligent work in the community.

ADOPTED at a meeting of the South Bend Redevelopment Commission held on March 23, 2017, at 1308 County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT COMMISSION

Donald E. Inks, Secretary

David A. Varner, Vice President

John Anella

Gavin Ferlic