



Department of

Community Investment

Redevelopment Commission Agenda Item

DATE: May 25, 2017
FROM: David Relos, Economic Resources *DR*
SUBJECT: Real Estate Purchase Agreement (Seven Entropy Design Studio)

On February 23, 2017, one bid was received for the disposition of the old Firehouse on Portage Avenue. The bid received was from Seven Entropy Design Studio, located in San Diego, California, in the amount of \$60,000. This bid met the \$47,000 minimum offering price, and was referred to staff for review and recommendation.

On March 23rd the Commission approved staff's recommendation to accept the bid and move forward with a Purchase Agreement (Agreement).

Included in the Agreement is a 60 day due diligence period, with a minimum investment of \$115,000 over a three year period. Since the building is a locally designated historic structure, exterior work will be coordinated with the Historic Preservation Commission.

Staff requests approval of the Real Estate Purchase Agreement with Seven Entropy Design Studio, for the redevelopment of this historic structure to accommodate a mix of residential and commercial uses.

INTERNAL USE ONLY: Project Code:___(sale of property)_____
Total Amount new in budget:___N/A_____; broken down by:
Acct # _____
Going to BPW for Contracting? No Is this item ready to encumber now? N/A
Existing PO#_____Inc/Dec \$_____



REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (this "Agreement") is made on May __, 2017 (the "Contract Date"), by and between the City of South Bend, Indiana, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission ("Seller") and Seven Entropy Design Studio, Inc., a California corporation with its principal place of business at 3623 Eastham Drive, Los Angeles, California 90232 ("Buyer") (each a "Party" and together the "Parties").

RECITALS

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

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

C. Pursuant to the Act, Seller adopted its Resolution No. 3374 on January 26, 2017, whereby Seller established an offering price of Forty-Seven Thousand Dollars (\$47,000.00) for the Property.

D. Pursuant to the Act, on January 26, 2017, Seller authorized the publication, on February 3, 2017, and February 10, 2017, respectively, of a notice of its intent to sell the Property and its desire to receive bids for said Property on or before February 23, 2017, at 9:00 a.m.

E. As of February 23, 2017, at 9:00 a.m., Seller received one (1) proposal for the purchase and redevelopment of the Property (Buyer's "Bid"), which Buyer timely submitted in accordance with Seller's published notice. Seller opened and read aloud Buyer's Bid at its public meeting commencing at 9:30 a.m. on February 23, 2017.

F. Buyer's Bid contained an offer to purchase the Property for Sixty Thousand Dollars (\$60,000.00) and a proposal to redevelop the Property into a mixed-use project including commercial and residential elements.

G. In accordance with Section 22 of the Act, Seller hereby accepts Buyer's bid amount and desires to sell the Property to Buyer on the terms stated in this Agreement.

THEREFORE, in consideration of the mutual covenants and promises in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, Buyer and Seller agree as follows:

1. OFFER AND ACCEPTANCE

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

Brian Pawlowski, Acting Executive Director
Department of Community Investment
City of South Bend
1400 S. County-City Building
227 W. Jefferson Blvd.
South Bend, Indiana 46601

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

Andrew Caspers, President
Seven Entropy Design Studio, Inc.
3623 Eastham Drive

2. PURCHASE PRICE AND EARNEST MONEY DEPOSIT

A. Purchase Price. The purchase price for the Property shall be Sixty Thousand Dollars (\$60,000.00) (the "Purchase Price"), payable by Buyer to Seller in cash at the closing described in Section 10 below (the "Closing," the date of which is the "Closing Date").

B. Earnest Money Deposit. With its Bid, Buyer submitted a cashier's check in the amount of Six Thousand Dollars (\$6,000.00), which sum Seller holds as an earnest money deposit (the "Earnest Money Deposit"). The Earnest Money Deposit shall be credited against the Purchase Price at the Closing or, if no Closing occurs, refunded or forfeited as provided in this Agreement.

C. Termination During Due Diligence Period. If Buyer exercises its right to terminate this Agreement by written notice to Seller in accordance with Section 3 below, the Earnest Money Deposit shall be refunded to Buyer. If Buyer fails to exercise its right to terminate this Agreement by written notice to Seller within the Due Diligence Period, then the Earnest Money Deposit shall become non-refundable.

D. Liquidated Damages. If Seller complies with its obligations hereunder and Buyer, not having terminated this Agreement during the Due Diligence Period in accordance with Section 3 below, fails to purchase the Property on or before the Closing Date, the Earnest Money Deposit shall be forfeited by Buyer and retained by Seller as liquidated damages in lieu of any other damages.

3. BUYER'S DUE DILIGENCE

A. Investigation. Buyer and Seller have made and entered into this Agreement based on their mutual understanding that Buyer intends to redevelop the Property into a mixed-use project including commercial and residential elements (the "Buyer's Use"). Seller acknowledges that Buyer's determination whether Buyer's Use is feasible requires investigation into various matters (Buyer's "Due Diligence"). Therefore, Buyer's obligation to complete the purchase of the Property is conditioned upon the satisfactory completion, in Buyer's sole discretion, of Buyer's Due Diligence, including, without limitation, Buyer's examination, at Buyer's sole expense, of zoning and land use matters, environmental matters, physical inspections of the Property, real property title matters, and the like, as applicable. Seller agrees to exercise good faith efforts to assist Buyer in its Due Diligence, provided, however, that Seller will not be required to expend any money in such efforts unless expressly provided for in this Agreement.

B. Due Diligence Period; Seller's Insurance and Indemnification. Buyer shall have a period of sixty (60) days following the Contract Date to complete its examination of the Property in accordance with this Section 3 (the "Due Diligence Period"). During the Due Diligence Period, Seller will maintain adequate property and liability insurance covering the Property, including such coverage as may be provided under the City's self-insurance program. Seller agrees to indemnify and hold harmless Buyer and Buyer's representatives from and against all claims, damages, or liabilities arising from any act or omission of Seller or Seller's representatives during the Due Diligence Period.

C. Authorizations During Due Diligence Period. During the Due Diligence Period, Seller authorizes Buyer, upon Buyer providing Seller with evidence that Buyer has general liability insurance reasonably acceptable to Seller, in the amount of at least One Million Dollars (\$1,000,000), naming Seller as an additional insured and covering the activities, acts, and omissions of Buyer and its representatives at the Property, to

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

reasonable attorney fees and costs arising from acts or omissions of Buyer or Buyer's agents or representatives; and

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

D. Termination of Agreement. If at any time within the Due Diligence Period Buyer determines, in its sole discretion, not to proceed with the purchase of the Property, Buyer may terminate this Agreement by written notice to Seller's Representative, and Buyer shall be entitled to a full refund of the Earnest Money Deposit.

4. SELLER'S DOCUMENTS; ENVIRONMENTAL SITE ASSESSMENT

Upon Buyer's request, Seller will provide Buyer a copy of all known environmental inspection, engineering, title, and survey reports and documents in Seller's possession relating to the Property. In the event the Closing does not occur, Buyer will, within 10 days, return all such reports and documents to Seller's Representative with or without a written request by Seller. In addition to reviewing any environmental reports provided by Seller, Buyer may, at Buyer's sole expense, obtain a Phase I environmental site assessment of the Property pursuant to and limited by the authorizations stated in Section 3.

5. PRESERVATION OF TITLE

After the Contract Date, Seller shall not take any action or allow any action to be taken by others to cause the Property to become subject to any interests, liens, restrictions, easements, covenants, reservations, or other matters affecting Seller's title (such matters are referred to as "Encumbrances"). Seller acknowledges that Buyer intends to obtain and to rely upon a commitment for title insurance on the Property (the "Title Commitment") and a survey of the Property (the "Survey") identifying all Encumbrances as of the Contract Date. The Property shall be conveyed to Buyer free of any Encumbrances other than Permitted Encumbrances (as defined in Section 7 below). Buyer will pay all costs of obtaining the Survey, if any.

6. TITLE COMMITMENT AND POLICY REQUIREMENTS

Promptly following the Contract Date, Seller, at Seller's expense, shall obtain the Title Commitment for an owner's policy of title insurance issued by Meridian Title Corporation (the "Title Company") to be delivered to Buyer within ten (10) days of the Contract Date. The Title Commitment shall show good, marketable, and indefeasible fee simple title to the Property (including public road access) in the name of the Buyer for the full amount of the Purchase Price upon delivery and recordation of a special warranty deed (the "Deed") from the Seller to the Buyer, and provide for issuance of a final ALTA owner's title insurance policy, with any endorsements requested by Buyer, subject to the Permitted Encumbrances. Seller shall be responsible for all title search charges and all costs of the Title Commitment and owner's policy.

7. REVIEW OF TITLE COMMITMENT AND SURVEY

Buyer shall give Seller written notice of any objections to the Title Commitment or the Survey, within five (5) days after Buyer's receipt of the Title Commitment or the Survey, as the case may be. Any exceptions identified in the Title Commitment or Survey to which written notice of objection is not given within such period shall be a "Permitted Encumbrance." If the Seller is unable or unwilling to correct the Buyer's title and survey objections within the Due Diligence Period, Buyer may terminate this Agreement by written notice to Seller prior to expiration of the Due Diligence Period, in which case the Earnest Money Deposit shall be promptly refunded. If Buyer fails to so terminate this Agreement, then such objections shall constitute "Permitted

Handwritten signature or initials in the bottom right corner of the page.

Encumbrances” as of the expiration of the Due Diligence Period, and Buyer shall acquire the Property without any effect being given to such objections.

8. DISPUTE RESOLUTION

A. Forum. The Parties agree to exercise reasonable, good-faith efforts to resolve any disputes under or to enforce any terms or conditions of this Agreement without resorting to legal action. If the Parties exhaust all reasonable attempts to resolve issues without the need to commence legal proceedings, then any action to enforce the terms or conditions of this Agreement or otherwise concerning a dispute under this Agreement shall be commenced in the courts of St. Joseph County, Indiana, unless the Parties mutually agree to an alternative method of dispute resolution.

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

9. NOTICES

All notices required or allowed by this Agreement, before or after Closing, shall be delivered in person or by certified mail, return receipt requested, postage prepaid, addressed to Seller in care of Seller’s Representative (with a copy to South Bend Legal Department, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, IN 46601, Attn: Corporation Counsel), and to Buyer in care of Buyer’s Representative at their respective addresses stated in Section 1 above. Either Party may, by written notice, modify its address or representative for future notices.

10. CLOSING

A. Timing of Closing. Unless this Agreement is earlier terminated, the Closing shall be held at the office of the Title Company, and the Closing Date shall be a mutually agreeable date not later than thirty (30) days after the end of the Due Diligence Period.

B. Closing Procedure.

(i) At Closing, Buyer shall deliver the Purchase Price to Seller, conditioned on Seller’s delivery of the Deed, in the form attached hereto as **Exhibit B**, conveying the Property to Buyer, free and clear of all liens, encumbrances, title defects, and exceptions other than Permitted Encumbrances, and the Title Company’s delivery of the marked-up copy of the Title Commitment (or pro forma policy) to Buyer in accordance with Section 6 above.

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

C. Reserved.

D. Closing Costs. Title Company’s closing and/or document preparation fees shall be shared equally by the Parties and any recordation costs associated with the transaction contemplated in this Agreement shall be paid by the affected Party.

11. BUYER’S POST-CLOSING DEVELOPMENT OBLIGATIONS

A. Property Improvements; Proof of Investment. Within thirty-six (36) months after the Closing Date, Buyer will expend an amount not less than One Hundred Fifteen Thousand (\$115,000.00) (the “Private Investment”) to complete its exterior redevelopment (the “Exterior Improvements”) and interior redevelopment (the “Interior Improvements”) (collectively, the “Property Improvements”) of the existing building on the Property to accommodate a mix of residential and commercial uses. The Exterior Improvements will include replacing the building’s roof with like material and, as needed, all of the following: replacing gutters, tuck pointing the brick façade, replacing windows and repairing window wells, painting exterior elements of the building, repairing or replacing the metal awning on the building, repairing or replacing the metal roll-up door with suitable historic materials, and cleaning and maintaining the grounds surrounding the building. Buyer will complete all Exterior Improvements in accordance with any and all necessary approvals and procedures required by the Historic Preservation Commission under Chapter 21, Article 13 of the South Bend Municipal Code. Within thirty (30) days after completing

the Exterior Improvements, Buyer will submit to Seller satisfactory records, as determined in Seller's sole discretion, proving Buyer's completion of the Exterior Improvements and will permit Seller to inspect the Property to ensure that the Exterior Improvements were completed to Seller's reasonable satisfaction. The Private Investment will include Buyer's costs and expenses incurred in completing the Property Improvements, including the payment of all consultants, legal advisers, and workers, the costs of all labor and materials used to complete the Property Improvements, and all other costs reasonably and directly related to Buyer's completion of the Property Improvements.

B. Certificate of Completion. Promptly after Buyer completes the Exterior Improvements and satisfactorily proves the same in accordance with the terms of Section 11.A. above, Seller will issue to Buyer a certificate acknowledging such completion and releasing Seller's reversionary interest in the Property (the "Certificate of Completion"). The Parties agree to record the Certificate of Completion immediately upon its issuance by Seller, and Buyer will pay the costs of recordation.

C. Remedies Upon Default; Reversion; Mortgage. Subject to any force majeure beyond Buyer's control, including, but not limited to, acts of God, labor strikes, or political upheaval that delays or makes impossible Buyer's performance of the Exterior Improvements, in the event Buyer fails to complete the Exterior Improvements, or satisfactorily prove such performance, in accordance with Section 11.A above, then, in addition to pursuing any other remedies available at law or in equity, Seller shall have the right to re-enter and take possession of the Property, excluding any personal property belonging to Buyer, or its representatives or workers, and to terminate and revest in Seller the estate conveyed to Buyer at Closing and all of Buyer's rights and interests in the Property, without offset or compensation for the value of any improvements to the Property made by Buyer. The Parties agree that Seller's conveyance of the Property to Buyer at Closing will be made on the condition subsequent set forth in the foregoing sentence. Further, the Parties agree that Seller's reversionary interest in the Property will be subordinate to the first-priority mortgage encumbering the Property, if any, arising out of Buyer's contemporaneous financing of the redevelopment of the Property, provided that Buyer notifies Seller in advance of the execution or recording of such first-priority mortgage.

12. ACCEPTANCE OF PROPERTY AS-IS; HISTORIC DESIGNATION

Buyer agrees to purchase the Property "as-is, where-is" and without any representations or warranties by Seller as to the condition of the Property or its fitness for any particular use or purpose. Seller offers no such representation or warranty as to condition or fitness for any particular use, and nothing in this Agreement will be construed to constitute such a representation or warranty as to condition or fitness for any particular use. Without limiting the foregoing two sentences, Buyer acknowledges that the Property was designated as a local historic landmark by City of South Bend Ordinance No. 6242-77 and, therefore, is subject to the provisions and requirements of Chapter 21, Article 13 of the South Bend Municipal Code.

13. TAXES

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

14. REMEDIES

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



15. COMMISSIONS

The Buyer may, at its option, choose to be represented in part or in full, or to keep as an advisor, a broker in connection with the transaction contemplated in this Agreement. Buyer will pay all costs and fees of any such broker and agrees to indemnify and hold harmless Seller from any claim for commissions or fees in connection with the transaction contemplated in this Agreement.

16. INTERPRETATION; APPLICABLE LAW

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

17. ENTIRE AGREEMENT

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

18. ASSIGNMENT

Buyer and Seller agree that this Agreement or any of Buyer's rights hereunder may not be assigned by Buyer, in whole or in part, without the prior written consent of Seller. Seller agrees that it will not unreasonably withhold its consent to Buyer's proposed assignment of this Agreement, provided that the proposed assignee proves, to Seller's reasonable satisfaction, to be financially capable, willing, and able to carry out Buyer's duties, promises, and all other representations as described in this Agreement. In the event Buyer wishes to obtain Seller's consent regarding a proposed assignment of this Agreement, Seller may request and Buyer shall provide any and all information reasonably demanded by Seller in connection with the proposed assignment and/or the proposed assignee.

19. BINDING EFFECT; COUNTERPARTS; SIGNATURES

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

20. AUTHORITY TO EXECUTE; EXISTENCE

The undersigned persons executing and delivering this Agreement on behalf of the respective Parties represent and certify that they are the duly authorized representatives of each and have been fully empowered to execute and deliver this Agreement and that all necessary corporate action has been taken and done. Further, the undersigned representative of Buyer represents and warrants that Buyer is duly organized, validly existing, and in good standing under the laws of the State of California.

[Signature page follows.]



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

BUYER:

Seven Entropy Design Studio, Inc.,
a California corporation

 
Printed: Amanda Shults, President Andrew Caspers, Vice President
Its: Amanda Shults, President Andrew Caspers, Vice President
Dated: 5/18/2017

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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EXHIBIT A

Description of Property

Lots Numbered One (1), Two (2) and Three (3) as shown on the recorded Plat of St. Joseph County Agricultural Society's Addition recorded December 16, 1871 in Plat Book 3, page 1 in the Office of the Recorder of Saint Joseph County, Indiana.

Parcel Key No. 018-1057-2411

Commonly known as 701 Portage Avenue, South Bend, Indiana

EXHIBIT B

Form of Special Warranty Deed

SPECIAL WARRANTY DEED

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

CONVEYS AND SPECIALLY WARRANTS to Seven Entropy Design Studio, Inc., a California corporation with its principal place of business at 3623 Eastham Drive, Los Angeles, California 90232 (the "Grantee"),

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

Lots Numbered One (1), Two (2) and Three (3) as shown on the recorded Plat of St. Joseph County Agricultural Society's Addition recorded December 16, 1871 in Plat Book 3, page 1 in the Office of the Recorder of Saint Joseph County, Indiana.

Parcel Key No. 018-1057-2411
Commonly known as 701 Portage Avenue, South Bend, Indiana

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

The Grantor hereby conveys the Property to the Grantee free and clear of all leases or licenses; subject to real property taxes and assessments; subject to all easements, covenants, conditions, restrictions, and other matters of record; subject to rights of way for roads and such matters as would be disclosed by an accurate survey and inspection of the Property; subject to all applicable building codes and zoning ordinances; and subject to all provisions and objectives contained in the Grantor's development area plan for the River West Development Area, as thereafter amended from time to time, and any design review guidelines associated therewith.

The Grantor conveys the Property to the Grantee pursuant to the terms of that certain Real Estate Purchase Agreement dated May __, 2017, by and between the Grantor and the Grantee (the "Agreement"). Capitalized terms not otherwise defined in this deed will have the meanings stated in the Agreement. Pursuant to Section 11 of the Agreement, the Grantor conveys the Property to the Grantee by this deed subject to certain conditions subsequent. In the event the Grantee fails to perform the Exterior Improvements, or satisfactorily to prove such performance, in accordance with Section 11 of the Agreement, then the Grantor shall have the right to re-enter and take possession of the Property and to terminate and revert in the Grantor the estate conveyed to the Grantee by this deed and all of the Grantee's rights and interests in the Property without offset or compensation for the value of any improvements to the Property made by the Grantee. The recordation of a Certificate of Completion in accordance with Section 11 of the Agreement will forever release and discharge the Grantor's reversionary interest stated in this paragraph.

The Grantor conveys the Property to the Grantee subject to the limitation that the Grantee, and its successors and assigns, shall not discriminate against any person on the basis of race, creed, color, sex, age, or national origin in the sale, lease, rental, use, occupancy, or enjoyment of the Property or any improvements constructed on the Property.

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

GRANTOR:

CITY OF SOUTH BEND,
DEPARTMENT OF REDEVELOPMENT

David Varner, Vice President

ATTEST:

Donald E. Inks, Secretary

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

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared David Varner and Donald E. Inks, known to me to be the Vice President and Secretary, respectively, of the South Bend Redevelopment Commission and acknowledged the execution of the foregoing Special Warranty Deed.

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

My Commission Expires:

Notary Public
Residing in St. Joseph County, Indiana

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

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