



South Bend

Redevelopment Commission

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

Agenda

Regular Meeting, December 14, 2017 9:30 a.m.

1. **Roll Call**
2. **Approval of Minutes**
 - A. Minutes of the Regular Meeting of Thursday, November 20, 2017
3. **Approval of Claims**
 - A. Claims Submitted December 14, 2017
4. **Old Business**
5. **New Business**
 - A. River West Development Area
 1. Certificate of Completion (Xanatek – 402 S. Lafayette)
 2. First Amendment to Real Estate Purchase Agreement (Cressy & Everett Commercial Corporation)
 3. First Amendment to Temporary License Agreement for Site Examination (Great Lakes Capital Development LLC)
 - B. River East Development Area
 1. Budget Request (Howard Park)
 2. Development Agreement (Greater Lowell Holdings)
 3. Budget Request (933 Lincolnway East Road Diet and Sidewalks)
6. **Progress Reports**
 - A. Tax Abatement
 - B. Common Council
 - C. Other
7. **Next Commission Meeting:**

Thursday, December 28, 2017, 9:30 a.m.

8. Adjournment

NOTICE FOR HEARING AND SIGHT IMPAIRED PERSONS

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



South Bend

Redevelopment Commission

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

ITEM: 2A

SOUTH BEND REDEVELOPMENT COMMISSION REGULAR MEETING

November 20, 2017

9:30 a.m.

Presiding: Marcia Jones, President

227 West Jefferson Boulevard
South Bend, Indiana

The meeting was called to order at 9:35 a.m.

1. ROLL CALL

Members Present:

Marcia Jones, President
Don Inks, Secretary
Gavin Ferlic, Commissioner
John Anella, Commissioner

Members Absent:

Dave Varner, Vice-President
Kintae Lark, Commissioner

Legal Counsel:

Benjamin Dougherty, Esq.

Redevelopment Staff:

David Relos, Associate
Mary Brazinsky, Recording Secretary

Others Present:

Dr. James Mueller	DCI
Dan Buckenmeyer	DCI
Alkeyna Aldridge	DCI
Jacob Alexander	DCI
John March	DCI
David Ziker	Owner Ziker's
Mark Peterson	WNDU
Karina Flores	WNDU
Conrad Damian	E Broadway
Sue Kesim	Michiana Observer

South Bend Redevelopment Commission
 Regular Meeting – November 20, 2017

2. Approval of Minutes

A. Approval of Minutes of the Regular Meeting of Thursday, October 26, 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, October 26, 2017.

3. Approval of Claims

A. Claims Submitted November 20, 2017

	Claims submitted	Explanation of Project
<u>REDEVELOPMENT COMMISSION</u>		
Redevelopment Commission Claims November 17, 2017 for ratified and approval		
<u>324 RIVER WEST DEVELOPMENT AREA</u>		
South Bend Tribune	101.22	Fellows Streetscape & Berlin PI Notice to Bidders
Tri New County	60.44	100 Wayne St Plaza Notice to Bidders
South Bend Tribune	127.76	Marriott Hotel & Hibberd Building Sites Notice to Bidders
South Bend Tribune	59.40	2017 Demolition Ph. I
HGR	72,079.06	JMS Building
Walsh & Kelly Inc.	169,496.49	Monroe St. Parking Lot
Umbaugh	6,320.00	TIF Consulting
Walsh & Kelly Inc.	378,248.20	Fellows Streetscape
Kolata Enterprises LLC	427.50	Professional Services
C & S Masonry Restoration	1,009.80	Leighton Plaza Improvements Ph. 2
City of SB	18,875.00	Legal Service
Plews Shadley Racher & Braun LLP	2,680.10	Bosch/Honeywell
Hull & Associates Inc.	17,709.26	GW & Vapor Intrusion Evaluation
<u>422 FUND WEST WASHINGTON DEVELOPMENT TIF</u>		
Umbaugh	208.00	TIF Consulting
<u>429 FUND RIVER EAST DEVELOPMENT TIF</u>		
Northern Indiana Roofing	4,514.10	Newman Center Roofing Repairs
Alliance	5,500.00	Howard Pk Redevelopment
Umbaugh	1,130.00	TIF Consulting
Smithgroup JJR	15,416.44	SB Riverfront Pks and Trails Master Plan
<u>430 FUND SOUTH SIDE TIF AREA #1</u>		
Umbaugh	895.00	TIF Consulting
Walsh & Kelly Inc.	47,262.50	Bowen St Drainage Improvements
Reith Riley Construction Co.	173,893.24	One Way to Two Way Street Conversion
Lawson & Fisher Association		
<u>435 FUND DOUGLAS ROAD DEVELOPMENT AREA TIF</u>		
Umbaugh	116.00	TIF Consulting
<u>436 FUND TIF NORTHEAST RESIDENTIAL</u>		
Umbaugh	1,331.00	TIF Consulting
US Bank	500.00	Authority Lease Rental Revenue Refunding Bonds of 2015 Eddy St. Common
Total	917,960.51	

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved the claims submitted on Monday, November 20, 2017.

4. Old Business

5. New Business

A. Receipt of Bids

1. 1036 Lincoln Way East

Mr. Relos stated that receipt of bids were due by 9:00 am for 1036 Lincoln Way East, with none being received.

B. River West Development Area

1. Temporary License Agreement for Site Examination

Mr. Buckenmeyer presented a Temporary License Agreement for Site Examination. This is a temporary license agreement for Great Lakes Capital Development LLC to investigate the SW corner of Jefferson and Main for possible future development. Commission approval is requested.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved the Temporary License Agreement for Site Examination submitted on November 20, 2017.

2. Development Agreement (Ziker's)

Mr. Buckenmeyer presented the Development Agreement with Ziker Sample Street, LLC for their building at 251 E. Sample Street. This site was Ziker's plant that formerly served South Bend but has recently been sitting idle. The Ziker family has decided to make this building a way to give back to the community. With 70,000 square feet being re-imagined and re-developed for incubating with second stage businesses that have a focus on education. This will help the businesses grow and expand with technology and training. Part of this Agreement is a Commission investment of \$100,000 for site studies of the facility, façade and common area improvements, and customization of interior tenant / educational spaces. The developer has committed to a private investment of \$750,000.

The owner, David Ziker, spoke about the businesses that would be coming into the building. Currently there is a piano remanufacturing business. This business takes in old pianos and refurbishes them to their natural state. There is also a graphic arts studio and a group called Sew Loved, which teaches at risk women, mainly from The Crossing, and teaches them sewing skills. There is a big demand for industrial sewers in the RV industry. This program will help provide jobs to those businesses. Mr. Ziker's grandfather, a Russian immigrant was a tailor, so this brings things full circle. They are in discussion with possibly creating a fashion line which would fit in with his heritage.

There is also an AV studio with Jacob Titus that they rent out for podcasts. The second story is 14,000 square feet. The South Bend Lyric Opera is looking for a home and Mr. Ziker would like to provide that to them. The building would need an elevator along with other infrastructure needs. The site is clean with no underground tanks or leaks.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion

carried unanimously, the Commission approved the Development Agreement (Ziker's) submitted on November 20, 2017.

3. First Amendment to Development Agreement (LangLab)

Mr. Buckenmeyer presented the First Amendment to Development Agreement with LangLab LLC. This is a great second part to an incubation story of the day. About a year ago the Commission approved \$50,000 in TIF investment for infrastructure at LangLab's site on Fellows St. At the recent Board of Public Works meeting bids were opened for HVAC repairs at LangLab, coming in at approximately \$76,000. This First Amendment would increase the previously approved amount by \$26,000 to allow the low bid to be awarded. LangLab is also putting their own investment dollars into this project and have seen new tenants come on board. Commission approval is requested.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved the First Amendment to Development Agreement (LangLab) submitted on November 20, 2017.

4. Second Amendment to Real Estate Purchase Agreement (Cressy & Everett)

Mr. Buckenmeyer presented the Second Amendment to Real Estate Purchase Agreement with Cressy & Everett Commercial Corporation. The original purchase price for what's commonly called the VA Clinic building is being amended to account for the expenses of a Phase II environmental assessment and downspout disconnect fee. Also included is a 30 day extension of the closing date, removed language that referred to the VA lease since the lease has since been terminated, and a Temporary Access Agreement over a northern section of vacated Franklin St. to allow access to overhead doors in the building.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved the Second Amendment to Real Estate Purchase Agreement (Cressy & Everett) submitted on November 20, 2017.

C. Other

1. Temporary Use Agreement Gridiron (Lake Fenton Community Schools)

Mr. Relos presented the License Agreement For Temporary Use of Redevelopment Commission Property by Lake Fenton Community Schools. Lake Fenton Community Schools is asking to use the Hall of Fame Gridiron for a free public concert on April 22, 2018. They are located near Flint, Michigan.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved the License Agreement (Lake Fenton Community Schools) submitted on November 20, 2017.

6. Progress Reports

A. Tax Abatement

South Bend Redevelopment Commission
Regular Meeting – November 20, 2017

- B. Common Council
- C. Other

7. Next Commission Meeting:

Thursday, December 14, 2017, 9:30 a.m.

8. Adjournment

Monday, November 20, 2017, 9:47 a.m.

David Relos, Economic Resources

Marcia I. Jones, President

ITEM: 3A

	Claims submitted	Explanation of Project
REDEVELOPMENT COMMISSION		
Redevelopment Commission Claims December 14, 2017 for approval		
<u>324 RIVER WEST DEVELOPMENT AREA</u>		
ACR	114.98	Print & Spec Charles Martin Center
Walsh & Kelly Inc.	338,279.80	Fellows Streetscape
United Consulting	10,581.73	Ph. I & II Coal Line Trail
Jones Petrie Rafinski	26,262.50	Leighton Plaza, Field Survey For Colfax
Abonmarche	9,557.50	Portage Prairie Area Sewer Study / Lincoln Way W and Charles Martin St. Inter.
Lawson-Fisher Associates	12,798.00	SBN-West Bank Improvements Jefferson Blvd to LaSalle Ave
Rieth Riley Construction Co., Inc.	192,778.99	Downtown Mill & Asphalt Overlay
R & R Excavating, Inc.	63,138.00	2017 Demolitions, Phase I, Div. B
Edge Adventure Parks, Lilac	26,500.00	Adventure Facilities Associated w/ East Race Waterway & Riverfront
Gibson-Lewis, LLC	236,736.51	Fire Station #4
Botkin & Hall	913.40	Legal Services - Meijer/Kohl's
Ritschard Bros., Inc.	12,045.10	2017 Demolitions, Phase I, Div. A & C
Plews Shadley Racher & Braun Lapp	1,423.00	Bosch/Honeywell
Kolata Enterprises LLC	1,102.50	Professional Services
Hull & Associates, Inc.	6,774.70	Groundwater Remedy Olive Industry. Pk./GW & Vapor Intrusion Studebaker Site/Consulting
South Bend Water Works	29,160.00	The SDC for the Oliver Apartments
Aecom	36,981.14	South Shore Line station Alternatives Feasibility Study
Walsh & Kelly Inc.	178,488.33	Marriott Hotel 'site development at Hall of Fame Ph. 3 Division A & B
C & E Excavating, Inc.	24,778.45	Olive St Metronet Conduit
Premium Concrete Services, Inc.	21,327.85	Main St. At Washington St. Roadside Improvements
<u>422 FUND WEST WASHINGTON DEVELOPMENT TIF</u>		
DLZ	9,485.00	Colfax Ave Two-Way
<u>429 FUND RIVER EAST DEVELOPMENT TIF</u>		
Abonmarche	3,059.36	SRTS- Perley
HRP Construction	134,235.47	Newman Center Site Development
G.E. Marshall, Inc.	140,918.25	Demolition of Howard Park Recreation
C & S Masonry Restoration, LLC	9,150.00	Newman Center Masonry Repair
SmithGroup JJR., Inc.	35,125.33	River Parks & Trails Plan
<u>430 FUND SOUTH SIDE TIF AREA #1</u>		
Donohue	13,161.25	South Wellfield, WTP & Pressure Zone Improvements
American Structurepoint Inc.	11,025.00	Mernard St. Traffic Impact Study
Total	1,585,902.14	



Department of
Community Investment

Memorandum

December 14, 2017

TO: South Bend Redevelopment Commission
FROM: David Relos, Economic Resources *DR*
SUBJECT: Certificate of Completion (Xanatek – 402 S. Lafayette)

On February 22, 2016 the Commission entered in to an Agreement To Buy And Sell Real Estate (Agreement) with 412 SB LLC (Xanatek), for the parking lot at the SE corner of Lafayette and Western. This lot adjoins the building Xanatek acquired from Jones Petrie Rafinski for their new offices.

Per Section 11.A. of the Agreement, Xanatek agreed to spend an amount up to \$120,000 on parking lot improvements, and no less than \$200,000 on building improvements within 18 months from closing, which occurred on July 19, 2016. Xanatek has supplied documentation they have met their obligations under the Agreement, and now requests a Certificate of Completion per Section 11.B. of the Agreement. This Certificate of Completion will then be recorded, acknowledging the Commission no longer has a reversionary interest in the property.

Commission approval is requested for this Certificate of Completion.

INTERNAL USE ONLY: Project Code: _____
Total Amount new in budget: N/A ; broken down by:
Acct # _____
Going to BPW for Contracting? N/A Is this item ready to encumber now? N/A
Existing PO# _____(no) _____ Inc/Dec \$ n/a



CROSS REFERENCE:

Document No. 1619030, recorded July 22, 2016

CERTIFICATE OF COMPLETION

This Certificate of Completion (this "Certificate") is issued on December 14, 2017, by the City of South Bend, Indiana, Department of Redevelopment, acting by and through the South Bend Redevelopment Commission (the "Commission"), pursuant to the Agreement To Buy And Sell Real Estate by and between the Commission and 412 SB LLC (the "Company"), dated February 22, 2016, as amended by the Buy And Sell Agreement Addendum #1 dated July 14, 2016 (collectively, the "Purchase Agreement").

The Commission states as follows:

1. Pursuant to the Purchase Agreement, the Commission conveyed to the Company the real property described in attached Exhibit A (the "Property") by the special warranty deed recorded on July 22, 2016, as Document No. 1619030 in the Office of the Recorder of St. Joseph County, Indiana (the "Deed").

2. Section 11 of the Purchase Agreement established certain Development Obligations of the Company following its acceptance of the Deed from the Commission. The Commission hereby acknowledges and affirms that the Company has performed all of its Development Obligations as required under the Purchase Agreement and has provided satisfactory evidence of the same.

3. This Certificate will serve as a conclusive determination of the Company's satisfaction of the Development Obligations and, upon recordation, will constitute a full release of the Commission's reversionary interest in the Property established under the Deed and Sections 11 and 19 of the Purchase Agreement.

4. This Certificate does not amend or otherwise alter the Agreement, which remains in effect according to its terms. Further, this Certificate has no effect on the Commission's right of first refusal with respect to the Property under Section 12 of the Purchase Agreement as evidenced by the Memorandum of Right of First Refusal recorded on July 22, 2016, as Document No. 1619031 in the Office of the Recorder of St. Joseph County.

5. This Certificate shall be binding upon the Commission and its successors and assigns and shall inure to the benefit of the Company and its successors and assigns.

[Signature page follows.]

SOUTH BEND
REDEVELOPMENT COMMISSION

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

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

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Marcia I. Jones and Donald E. Inks, known to me to be the President and Secretary, respectively, of the South Bend Redevelopment Commission and acknowledged the execution of the foregoing Certificate of Completion.

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.

4000.0000057

EXHIBIT A

Description of Property

Lot Numbered Forty-nine (49) and a parcel of land 21 feet in width, North and South, taken off of and from the entire North side of Lot Numbered Fifty (50), all as shown on the recorded Plat of Samuel Martin's Addition to the Town, now City, of South Bend.

Commonly known as 402 S. Lafayette Blvd., South Bend, Indiana
Parcel Key Number 018-3015-0552

FIRST AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

This First Amendment To Real Estate Purchase Agreement (this “First Amendment”) is made on December 14, 2017 (the “Effective Date”), by and between the City of South Bend, Indiana, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (“Seller”) and Cressy & Everett Commercial Corporation, doing business as Newmark Grubb Cressy & Everett, an Indiana corporation with its principal place of business at 4100 Edison Lakes Parkway, Suite 350, Mishawaka, Indiana 46545 (“Buyer”) (each a “Party” and together the “Parties”).

RECITALS

A. Seller and Buyer entered into that certain Real Estate Purchase Agreement dated August 10, 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 and associated matters 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 “one hundred twenty (120)” is deleted and replaced by the term “one hundred sixty-five (165).”

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



Edward Bradley, Senior VP and Principal
Dated:

SELLER:

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

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

4000.0000038 55089026.001

**FIRST AMENDMENT TO TEMPORARY LICENSE AGREEMENT
FOR SITE EXAMINATION**

This First Amendment To Temporary License Agreement For Site Examination (this “First Amendment”) is made on December 14, 2017 (the “Effective Date”), by and between the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment (the “Commission”) and Great Lakes Capital Development LLC, an Indiana limited liability company with its registered office address at 54401 26th Street, South Bend, Indiana 46635 (the “Company”) (each a “Party,” and collectively, the “Parties”).

RECITALS

A. The Parties entered into that certain Temporary License Agreement For Site Examination dated November 20, 2017 (the “Agreement”), concerning the Company’s access to the Property (as defined in the Agreement) for its examination of and extraction of soil borings from the same.

B. The Parties desire to amend the Agreement as set forth herein to extend the term of the license granted therein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. In Section 2 of the Agreement, the term “December 14, 2017” is deleted and replaced by the term “March 31, 2018.”
2. Except as expressly modified by this First Amendment, the Agreement remains in full force and effect according to its terms.
3. Each undersigned person signing on behalf of his or her respective Party certifies that he or she is duly authorized to bind his or her respective Party to the terms of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have each executed this First Amendment To Temporary License Agreement For Site Examination to be effective as of the Effective Date stated above.

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

GREAT LAKES CAPITAL DEVELOPMENT LLC,
an Indiana limited liability company

By: _____

Printed: _____

Its: _____

Date: _____

Jeff Smole

Jeff Smole

Dec 11 2017



Department of
Community Investment

Redevelopment Commission Agenda Item

DATE: December 6, 2017
FROM: Roger T. Nawrot, Asst. City Engineer
SUBJECT: Funding for additional soils work in Howard Park

PURPOSE OF REQUEST:

Seeking approval of funding in the amount of \$2800.00 from REDA for additional soil testing in Howard Park. The amount of \$10,200.00 was previously approved.

INTERNAL USE ONLY: Project Code:17J031
Total Amount new/change (inc/dec) in budget: _____, broken down by: Acct #
429.1050.460.31-02 Amt: \$40,000 ; Acct # _____ Amt: _____ Acct #
_____ Amt: _____; Acct # _____ Amt: _____ Going ;
to BPW for Contracting? Y/N Is this item ready to encumber now? _____
Existing PO# _____ Inc/Dec \$ _____



ITEM: 5B2

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”), is effective as of December 14, 2017 (the “Effective Date”), by and between the City of South Bend, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the “Commission”), and Greater Lowell Holdings LLC, an Indiana limited liability company with its registered office at 3617 McKinley Avenue, South Bend, Indiana 46615 (the “Developer”) (each, a “Party,” and collectively, the “Parties”).

RECITALS

WHEREAS, the Commission exists and operates under the provisions of the Redevelopment of Cities and Towns Act of 1953, as amended (I.C. 36-7-14, the “Act”); and

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

WHEREAS, the Developer owns certain real property described in **Exhibit A**, together with all improvements thereon and all easements, rights, licenses, and other interests appurtenant thereto (the “LaSalle Property” and the “Colfax Property,” which are collectively referred to herein as the “Developer Property”); and

WHEREAS, the Developer desires to construct, renovate, or otherwise rehabilitate certain elements of the Developer Property (the “Project”) in accordance with the project plan (the “Project Plan”) attached hereto as **Exhibit B**; and

WHEREAS, the Developer Property is located within the corporate boundaries of the City of South Bend, Indiana (the “City”), within the River East Development Area (the “Area”); and

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

WHEREAS, 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; and

WHEREAS, the Commission desires to facilitate and assist the Project by undertaking the local public improvements stated in **Exhibit C** (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 I.C. 36-1-12.

1.3 Funding Amount. “Funding Amount” means an amount not to exceed Four Hundred Thousand Dollars (\$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 in support of the Project (inclusive of the Developer’s improvements to both the LaSalle Property and the Colfax Property).

1.4 Private Investment. “Private Investment” means an amount not less than Three Million Four Hundred Thousand Dollars (\$3,400,000.00) to be expended by the Developer for the costs associated with completing the improvements set forth in the Project Plan, including architectural, engineering, and any other costs directly related to completion of the Project that are expected to contribute to increases in the Assessed Value of the Developer Property. The Parties mutually acknowledge and agree that at least Two Million Dollars (\$2,000,000.00) of the Private Investment will be attributable to the Developer’s improvements to the LaSalle Property and at least One Million Four Hundred Thousand Dollars (\$1,400,000.00) of the Private Investment will be attributable to the Developer’s improvements to the Colfax Property.

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 D**, 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) The Developer will perform all necessary work to complete the improvements set forth in the Project Plan attached hereto as Exhibit B and the plans and specifications to be approved by the City Planner pursuant to Section 4.8 of this Agreement, which improvements shall comply with all zoning and land use laws and ordinances.

(b) The Developer will expend the Private Investment to complete the Project in accordance with the Project Plan attached hereto as Exhibit B and the plans and specifications to be approved by the City Planner pursuant to Section 4.8 of this Agreement.

4.3 Cooperation. The Developer agrees to endorse and support 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.

4.4 Obtain Necessary Easements. The Developer agrees to obtain 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 commence substantial elements of the improvements to the LaSalle Property and/or the Colfax Property by no later than April 30, 2018 (the “Commencement Deadline”). The Developer hereby agrees to reach substantial completion of the entirety of the Project, inclusive of the improvements to both the LaSalle Property and the Colfax Property in accordance with the Project Plan attached hereto as Exhibit B and the plans and specifications to be approved by the City Planner pursuant to Section 4.8 of this Agreement, by June 30, 2019 (the “Project Completion Date”). For purposes of assessing the Developer’s compliance with this Section 4.5, the Commission will determine, in its

sole discretion, the substantiality of the improvements undertaken by the Developer by the Commencement Date and the substantiality of the Developer's completion of the Project by the Project Completion Date. Notwithstanding any provision of this Agreement to the contrary, the Developer's failure to meet the Commencement Deadline or the Project Completion Deadline as required under this Section 4.5 will constitute a default under this Agreement without any requirement of notice of or an opportunity to cure such failure.

4.6 Developer's Employment Obligations. The Developer, or the Developer's commercial tenants, shall create twenty-four (24) new full-time jobs located at the Developer Property (the "Job Creation Requirement") by the date that is twenty-four (24) months after the Project Completion Date (the "Job Creation Deadline") and maintain said jobs for at least the period of time described in Section 4.7(c) below. Notwithstanding any provision of this Agreement to the contrary, the Developer's failure to satisfy the Job Creation Requirement by the Job Creation Deadline will constitute a default under this Agreement without any requirement of notice of or an opportunity to cure such failure.

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 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 five (5) 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 Submission of Plans and Specifications for Project. Promptly upon completion of all plans and specifications for the Project, or changes thereto, the Developer shall deliver a complete set thereof to the City Planner for the City of South Bend (the "City Planner"). The City Planner may approve or disapprove said plans and specifications for the Project in his sole discretion and may request revisions or amendments to be made to the same, and the Commission will not be required to expend any portion of the Funding Amount until the City Planner has approved said plans and specifications.

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 for the Project 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 E 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 this 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 C 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. Notwithstanding anything to the contrary contained herein, the Commission will not be required to expend any portion of the Funding Amount until the Developer has satisfactorily met the Commencement Deadline as required under Section 4.5.

(b) Before any work on the Local Public Improvements will commence, (a) the City Planner will have received satisfactory plans and specifications for the Project and approved the same in accordance with Section 4.8 of this Agreement, and (b) 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 Project.

5.3 Funding Amount Closeout. Notwithstanding anything contained herein to the contrary, once the Commission has expended or obligated, through its own contracts or contracts entered into on its behalf by the Board of Works serving as its agent, at least Three Hundred Ninety Thousand Dollars (\$390,000.00), the Commission will not be required to expend any further portion of the Funding Amount or otherwise complete any further Local Public Improvements. The Parties mutually acknowledge and agree that, in such circumstances, the Commission's obligation to expend the Funding Amount will be fully satisfied and discharged without the necessity of expending the entire sum of Four Hundred Thousand Dollars (\$400,000.00).

5.4 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.

5.5 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.

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 Project Completion Date, or (b) to expend the full amount of the Private Investment by the Project Completion Date, then upon the written demand of the Commission, the Developer will repay the Commission One Hundred Fifty Percent (150%) 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. In the event that the Developer fails to satisfy the Job Creation Requirement by the Job Creation Deadline, then upon the written demand of the Commission, the Developer will repay the Commission an amount equal to Twenty-Five Thousand Dollars (\$25,000.00) multiplied by the number of jobs by which the Developer fell short of the Job Creation Requirement as of the date of the Commission's demand.

7.3 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, fires, 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 similar basis for excused performance which is 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 third-party claims suffered by the Commission or the City resulting from or incurred in connection with the Local Public Improvements or the Project.

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 Dispute Resolution; Waiver of Jury Trial. Any action to enforce the terms or conditions of this Agreement or otherwise concerning a dispute under this Agreement will be commenced in the courts of St. Joseph County, Indiana, unless the Parties mutually agree to an alternative method of dispute resolution. 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: Greater Lowell Holdings LLC
3617 McKinley Avenue
South Bend, Indiana 46615
Attn: Frank Perri, Manager

Commission: South Bend Redevelopment Commission
1400 S. County-City Building
227 W. Jefferson Blvd.
South Bend, IN 46601

Attn: James Mueller, Executive Director,
South Bend Department of Community Investment

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. The 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 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).

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.

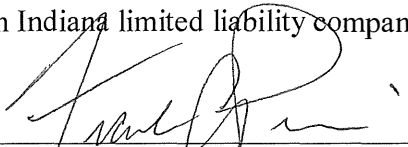
SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

GREATER LOWELL HOLDINGS LLC,
an Indiana limited liability company



Frank Perri, Manager

4000.0000105 61201365.003

EXHIBIT A

Description of Developer Property

LaSalle Property

Lots Numbered Seventy-nine (79), Eighty (80) and Eighty-one (81) as shown on the Original Plat of the Town of Lowell, now a part of the City of South Bend, together with the vacated alley lying within Lot Numbered Eighty (80).

Commonly known as 504 E. LaSalle Ave. and 224 N. Niles Ave., South Bend, Indiana 46617
Parcel Key Numbers 018-5005-0106 and 018-5005-0112

Colfax Property

A parcel of land 84.75 feet in length, East and West, taken off of and from the entire width of the West end of Lot Numbered Eighty-four (84) and another parcel of land 16.75 feet in width North and South by 84.75 feet in length, East and West, taken out of the Southwest part of Lot Numbered Eighty-three (83), all as shown on the recorded Original Plat of the Town of Lowell, now within and a part of the City of South Bend, in St. Joseph County, Indiana.

Commonly known as 503 E. Colfax Ave., South Bend, Indiana 46617
Parcel Key Number 018-5005-0117

EXHIBIT B

Project Plan

The Developer will complete the following work in accordance with the terms and conditions of this Agreement and in compliance with all applicable laws and regulations:

- A. The historic J.C. Lauber Building (the LaSalle Property, as defined herein), at roughly 8,300 square feet, will be redeveloped into two nearly equal sections, with half of it going to retail utilization and the remaining half being developed into a new restaurant/community center.
- B. “The Garage,” formerly known as the LaSalle Body Shop (the Colfax Property, as defined herein), at roughly 5,300 square feet, will be adaptively reused as new modern office and professional event space.

EXHIBIT C

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. Building façade improvements on the LaSalle Property and/or the Colfax Property, as determined by the City's Department of Community Investment in consultation with the Developer.
- B. Surface parking lot improvements on the LaSalle Property and/or the Colfax Property, as determined by the City's Department of Community Investment in consultation with the Developer.
- C. Infrastructure improvements on the LaSalle Property and/or the Colfax Property, as determined by the City's Department of Community Investment in consultation with the Developer.

EXHIBIT D

Form of Easement

GRANT OF TEMPORARY EASEMENT

THIS INDENTURE, made as of the _____ day of _____, 2018 (the "Effective Date"), by and between Greater Lowell Holdings LLC, an Indiana limited liability company with its registered office at 3617 McKinley Avenue, South Bend, Indiana 46615 (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 to a certain Development Agreement by and between Grantor and Grantee, dated _____, 201__ (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 (hereinafter, the "Construction Termination 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 earlier date as Grantor and Grantee may agree to in writing.

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:

Greater Lowell Holdings, LLC,
an Indiana limited liability company

Frank Perri, Manager

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

Before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me known to be the _____ 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 _____, 201__.

_____, 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

EXHIBIT E

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
 - a. \$5,000,000.00 Each Occurrence
 - b. \$5,000,000.00 Annual Aggregate Products and Completed Operation

 - 2. Property Damage
 - a. \$5,000,000.00 Each Occurrence
 - b. \$5,000,000.00 Annual Aggregate

- 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



Department of
Public Works

Redevelopment Commission Agenda Item

DATE: December 14, 2017
 FROM: Kara M. Boyles, Ph.D., P.E., City Engineer
 SUBJECT: LWE/933 Road Diet and Sidewalk Project

PURPOSE OF REQUEST:

In anticipation of a partnership with the Indiana Department of Transportation (INDOT) in 2018, the Department of Public Works, working together with the Department of Community Investment, would like to initiate the engineering design work for the LWE/933 Road Diet and Sidewalk Project.

By January of 2018, the Board of Public works will approve a contract to begin engineering design along the Lincolnway East corridor from the Sample Street intersection to Twyckenham. The work will consist of survey, right-of-way research, design and coordination with INDOT.

These budget funds will be utilized for local public improvements in the RWDA.

INTERNAL USE ONLY: Project Code: please set up
 Total Amount new/change (inc/dec) in budget: _____; broken down by:
 Acct # **324** Amt: **\$100,000**; 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 \$ _____

