



South Bend

Redevelopment Commission

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

Agenda

Regular Meeting, February 14, 2019 9:30 a.m.

1. Roll Call

2. Approval of Minutes

- A. Minutes of the Regular Meeting of Thursday, January 24, 2019

3. Approval of Claims

- A. Claims Submitted February 14, 2019

4. Old Business

5. New Business

A. Public Hearing

1. Resolution No. 3471 (RWDA)
2. Resolution No. 3472 (REDA)
3. Resolution No. 3473 (SSDA General #1)
4. Resolution No. 3474 (DREDA)
5. Resolution No. 3475 (Redevelopment Retail)

B. River West Development Area

1. First Amendment to Development Agreement (REW, LLC)
2. Budget Request (Coal Line Project – United Consulting)
3. Resolution No. 3470 (Declaring Certain Property Blighted)
4. Agreement to Buy and Sell Real Estate (vacant lot behind 740 S Michigan St)
5. Temporary Access Agreement (vacant lot behind 740 S Michigan St)

C. West Washington Development Area

1. Development Agreement (Indiana Landmarks)

6. Progress Reports

- A. Tax Abatement
- B. Common Council
- C. Other
 - a. Sherman Cleaners

7. Next Commission Meeting:

Thursday, February 28, 2019, 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.

ITEM: 2A



South Bend
Redevelopment Commission
227 West Jefferson Boulevard, Room 1308, South Bend, IN

**SOUTH BEND REDEVELOPMENT COMMISSION
REGULAR MEETING**

January 24, 2019
9:33 a.m.
Presiding: Marcia Jones, President

227 West Jefferson Boulevard
South Bend, Indiana

The meeting was called to order at 9:30 a.m.

1. ROLL CALL

- Members Present: Marcia Jones, President
Dave Varner, Vice-President
Don Inks, Secretary
Gavin Ferlic, Commissioner
Quentin Phillips, Commissioner
- Members Absent: Leslie Wesley, Commissioner
- Legal Counsel: Sandra Kennedy, Esq.
- Redevelopment Staff: David Relos, RDC Staff
Mary Brazinsky, Board Secretary

- Others Present: Daniel Buckenmeyer DCI
Elizabeth Leonard Inks DCI
Austin Gammage DCI
Tony Sergio DCI
Kara Boyles Engineering
Charlie Brach Engineering
Sara Stewart & Mitch Unity Gardens
Conrad Damian Resident
Jo Broden Councilwoman
Mark Seaman Prism
Jonathan Geels Troyer Group
Mark Peterson & Eric WNDU

2. Approval of Minutes

A. Approval of Minutes of the Regular Meeting of Thursday, December 13, 2018

Upon a motion by Secretary Inks, seconded by Commissioner Phillips, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, January 24, 2019.

3. Approval of Claims

A. Claims Submitted January 24, 2019

	Claims submitted	Explanation of Project
REDEVELOPMENT COMMISSION		
Redevelopment Commission Claims January 24, 2019 for approval		
<u>324 RIVER WEST DEVELOPMENT AREA</u>		
Walsh & Kelly, Inc.	190,985.72	Great Lakes Capital Spec
R. Yoder Construction, Inc.	64,582.03	Hibberd Pl Improvements
Walsh & Kelly, Inc.	95,293.89	Downtown Cross Street Improvements
St. Joseph County Auditor	124,969.65	2018 Fall Settlement
DLZ	1,620.00	Fat Daddy's Structural
Barnes & Thornburg LLP	4,981.50	South Shore Station Relocation
Zachary Hurst	9,975.00	Consultant Engineering Services
Hull & Associates	476.10	General Consultant Services
Kolata Enterprises LLC	1,539.45	Professional Services
City of South Bend	21,833.25	Legal Service Agreement
Selge Construction Co.,	9,978.32	Lincoln Way West & Charles Martin Sr. Dr. Improvements
Walsh & Kelly, Inc.	33,240.44	Marriott Hotel Site Development at Hall of Fame Ph 3 Division C
Premium Concrete Services, Inc	17,604.64	100 Wayne St. Plaza and Streetscape
<u>429 FUND RIVER EAST DEVELOPMENT TIF</u>		
St. Joseph County Auditor	790.35	2018 Fall Settlement
<u>430 FUND SOUTH SIDE TIF AREA #1</u>		
Walsh & Kelly, Inc.	91,920.72	St. Joseph Streetscape
HRP Construction	4,697.48	Miami St Basin Drainage Improvements
Ziolkowski Construction, Inc.	197,368.20	Erskine Clubhouse Renovation
<u>452 TIF PARK BOND CAPITAL</u>		
Lawson-Fisher Associates	10,711.50	Parks Improvements Program Manager
Total	882,568.24	

Upon a motion by Commissioner Ferlic, seconded by Commissioner Phillips, the motion carried unanimously, the Commission approved the claims submitted on Thursday, January 24, 2019.

4. Old Business

5. A. Administrative

1. Resolution No. 3467 (Setting 2019 Meeting Schedule)

Mr. Relos presented Resolution No. 3467 (Setting 2019 Meeting Schedule). This sets the Commission meeting schedule for 2019.

Upon a motion by Vice-President Varner, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Resolution No. 3467 (Setting 2019 Meeting Schedule) submitted on Thursday, January 24, 2019

2. Resolution No. 3468 (Setting Hearing Date for Appropriations)

Ms. Leonard Inks presented Resolution No. 3468 (Setting Hearing Date for Appropriations). This sets the public hearing dates for February 14, 2019 for the 2019 Allocation Area appropriations.

Upon a motion by Vice-President Varner, seconded by Commissioner Phillips, the motion carried unanimously, the Commission approved Resolution No. 3468 (Setting Hearing Date for Appropriations) submitted on Thursday, January 24, 2019

3. Resolution No. 3469 (Procedures for Property Related Services)

Mr. Relos presented Resolution No. 3469 (Procedures for Property Related Services). This sets procedures for contracts for property related services. This Resolution has no expiration date. This allows certain staff members to approve contracts for services within the listed dollar limits. We have added Andrew Netter our Property Analyst to the staff list.

Upon a motion by Vice-President Varner, seconded by Commissioner Phillips, the motion carried unanimously, the Commission approved Resolution No. 3469 (Procedures for Property Related Services) submitted on Thursday, January 24, 2019

B. River West Development Area

1. License Agreement (Ambassadors for Christ Church)

Mr. Relos presented the License Agreement (Ambassadors for Christ Church). As part of the planned masonry and skylight repairs or replacement at the Lafayette Building, this License Agreement will allow the City, through its contractors, to access the north and west sides of the building on and above property owned by the Church.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved License Agreement (Ambassadors for Christ Church) submitted on Thursday, January 24, 2019.

2. Third Amendment to Real Estate Purchase Agreement (Cressy & Everett)

Mr. Buckenmeyer presented Third Amendment to Real Estate Purchase Agreement (Cressy & Everett). This is in regards to the VA Building property. We have been working with Cressy on a major project that has decided to go elsewhere within the City. Due to that, we would like to extend the date for completion of its property improvements' obligation for an additional 12 months.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved Third Amendment to Real Estate Purchase Agreement (Cressy & Everett) submitted on Thursday, January 24, 2019.

3. Fourth Amendment to Real Estate Purchase Agreement (Franklin Street Tech Park, LLC)

Mr. Buckenmeyer presented Fourth Amendment to Real Estate Purchase Agreement (Franklin Street Tech Park, LLC). Franklin Street Technology Park is also known as Hayes Towers. We have sold them the property formerly known as Hamilton Towing. Mr. Hayes has asked for an additional 90 days to finish working on his project.

Upon a motion by Vice-President Varner, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved Fourth Amendment to Real Estate Purchase Agreement (Franklin Street Tech Park, LLC) submitted on Thursday, January 24, 2019.

4. Memorandum of Understanding (South Bend Redevelopment and IRF)

Mr. Buckenmeyer presented the Memorandum of Understanding (South Bend Redevelopment and IRF). As you are aware, the DCI staff also manages the Industrial Revolving Fund which loans money to start-up companies to grow and excel in South Bend. The IRF owns property due to a collateral payment on William Richardson Drive by the US 31 Industrial Park, which contains three to four acres of land. The IRF has no process for selling land. We are asking to deed the property to the RDC, which will go through the normal procedures for selling the land. After the property has been sold, we ask that any procedures minus costs be returned to the IRF.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved Memorandum of Understanding (South Bend Redevelopment and IRF) submitted on Thursday, January 24, 2019.

5. Budget Increase (Olive GAC Plant)

Ms. Boyles presented a budget increase for the Olive GAC Plant. The results of the preliminary engineering study recommended approximately \$700,000 in needed improvements to replace the chlorination and fluoride system. Various code updates will be required due to the corrosive nature of bulk sodium hypochlorite. In addition, the modified sodium hypochlorite room will include a 10' wide by 14' tall rollup door for future tank replacement.

This project involves the rehabilitation of Olive GAC plant. Replacement of the GAC media is needed for water quality and regulatory compliance. The project also includes upgrades to chlorination and the fluoride system. The natural gas heating unit is also to be replaced. This request for funding will help the South Bend Water Works complete a portion of their 6-Year Partial Capital Improvement and Replacement Plan. This project was listed as a critical project and identified in the Indiana Utility Regulatory Commission testimony as projects to be funded with TIF in 2018. This will also bring the system up to code.

Upon a motion by Vice-President Varner, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved Budget Increase (Olive GAC Plant) submitted on Thursday, January 24, 2019.

6. Budget Request (North Station Filtration Plant)

Ms. Boyles presented a budget request for the North Station Filtration Plant. Many of the assets, including the chemical storage and PLC, have been operating well beyond their useful lives and need replacement to maintain operability/system reliability. This project involves the rehabilitation of the North Station Filtration plant. The list of upgrades and replacements includes: the outdated chlorine gas system, scrubber chemical, filter media, raw water piping, dehumidification system, HVAC compressors, outdated PLCs, and the high service motors and pumps. Funding for this project has been allocated in both 2019 and 2020 for a total of approximately \$1.6M. Engineering will come back next year asking for additional dollars in 2020.

This request for funding will help the South Bend Water Works complete a portion of their 6-Year Partial Capital Improvement and Replacement Plan. This project was listed as a critical project and identified in the Indiana Utility Regulatory Commission (IURC) testimony as projects to be funded with TIF in 2018.

Upon a motion by Vice-President Varner, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved Budget Request (North Station Filtration Plant) submitted on Thursday, January 24, 2019.

7. Development Agreement (Bald Mountain, LLC)

Mr. Buckenmeyer presented the Development Agreement (Bald Mountain, LLC). This is the project at Jefferson and Main. Due to fees and costs that have come in after the fact, we have agreed to donate unused pavers from the Smart Streets project to function as permeable storm water run-off. This will offset costs to be utilized as a stormwater solution. We are adding \$350,000 in TIF funds to help with parking lot and infrastructure needs.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved Development Agreement (Bald Mountain, LLC) submitted on Thursday, January 24, 2019.

8. First Amendment to Development Agreement (Unity Gardens)

Mr. Buckenmeyer presented the First Amendment to Development Agreement (Unity Gardens). Due to the expense of the Unity Gardens project connection to existing utility services being higher than initially anticipated, we would like to adjust the funding amount to offset the costs. We ask the Commission to approve an additional \$25,000 for this project, for a total commitment of \$75,000.

Sara Stewart, Unity Gardens let the Commission know it's been 11 years since we started this project. In 2016 the Commission approved \$50,000 in TIF to help us get started. Funds from today's request will be used toward a new building including indoor plumbing. The additional funds will offset utility connection costs and fees. I thank you for your continued support of this project.

*Noted that Secretary Inks abstained from the vote as he is a member of the Unity Gardens Board.

Upon a motion by Vice-President Varner, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved First Amendment to Development Agreement (Unity Gardens) submitted on Thursday, January 24, 2019.

9. Agreement to Buy and Sell Real Estate (Marion/Scott St.)

Mr. Relos presented an Agreement to Buy and Sell Real Estate (Marion/Scott St.). This Agreement is for four of the properties approved with Resolution No. 3466, all of which have been vacant for years. The purchase price of the four lots is \$8,000, with closing scheduled by March 31, 2019. EDIT funding allocated to DCI will be used to fund this acquisition.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved Agreement to Buy and Sell Real Estate (Marion/Scott St.) submitted on Thursday, January 24, 2019.

C. River East Development Area

1. TIF Realignment Professional Services (H.J. Umbaugh & Associates)

Mr. Relos presented the TIF Realignment Professional Services (H.J. Umbaugh & Associates). When TIF's were realigned in 2014, Umbaugh provided an impact analysis of the changes, which is required by Statute to be provided to overlapping taxing units. With the expected realignment this year, we need to provide the same analysis. To have Umbaugh provide the same analysis, a not-to-exceed of \$30,000 is requested.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved TIF Realignment Professional Services (H.J. Umbaugh & Associates) submitted on Thursday, January 24, 2019.

6. Progress Reports

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

7. Next Commission Meeting:

Thursday, February 14, 2019, 9:30 a.m.

8. Adjournment

Thursday, January 24, 2019, 10:04 a.m.

David Relos, Property Development Manager

Marcia I. Jones, President

ITEM: 3A

	Claims submitted	Explanation of Project	Items added after Agenda Distributed
REDEVELOPMENT COMMISSION			
Redevelopment Commission Claims February 14, 2019 for approval			
<u>324 RIVER WEST DEVELOPMENT AREA</u>			
Walsh & Kelly, Inc.	87,694.31	Downtown Cross Street Improvements	
Luchmueller Group	506.77	Lincoln Rehabilitation	
United Consulting	5,697.00	Coal Line Trail Ph I	
Selge Construction Co, Inc.	68,172.00	Lincoln Way West & Charles Martin Sr. Dr. Improvements	
Gibson-Lewis, LLC	106,428.38	Fire Station #4	
Kolata Enterprises LLC	562.50	Professional Services	
Catalyst LLC		Technology Resource Center 4.5 Year Lease	250,000.00
Zart Hurst		Consultant Engineering Services Related	2,590.00
<u>422 FUND WEST WASHINGTON DEVELOPMENT AREA</u>			
Bokon Masonry, Inc	19,380.00	Gemini at Washington-Colfax Apartment Masonry & Stair Rep.	
Total	288,440.96		252,590.00
Total Both Columns	541,030.96		

RESOLUTION NO. 3471

**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; and

WHEREAS, the proposed appropriations from Allocation Area No. 1 Fund 324 are not for the operating expenses of the Commission; and

WHEREAS, on January 24, 2019 the Commission adopted Resolution 3468 setting a public hearing on said appropriations, which public hearing, pursuant to the Commission’s action acknowledged at its public meeting on February 14, 2019; 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 February 14, 2019, 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 appropriations; and

WHEREAS, the Commission now desires to approve appropriations in a total amount of Nineteen Million Dollars and 00/100 (\$19,000,000.00)

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

1. The funds from Allocation Area No. 1 Fund 324 in the amount of Nineteen Million Dollars and 00/100 (\$19,000,000.00) are hereby appropriated for the purpose of paying expenditures.

2. 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 February 14, 2019, at 1308 County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT
COMMISSION

Signature

Marcia I. Jones, President

Printed Name and Title

ATTEST:

Signature

Donald E. Inks, Secretary

Printed Name and Title

RESOLUTION NO. 3472

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

WHEREAS, the South Bend Redevelopment Commission (the "Commission"), the governing body of the City of South Bend Department of Redevelopment (the "Department"), on November 17, 2003, adopted Resolution No. 2016 declaring the Northeast Neighborhood Development Area in the City of South Bend, Indiana (the "City") to be an area needing redevelopment within the meaning of the Redevelopment of Cities and Towns Act of 1953, as amended, which is codified at, Indiana Code § 36-7-14-1 *et seq* (the "Act"); and

WHEREAS, Resolution No. 2016 and the Northeast Neighborhood Development Area Development Plan (the "Development Plan") adopted by Resolution No. 2016 on November 17, 2003, were confirmed by Resolution No. 2021 adopted on December 19, 2003 (collectively, the "Declaratory Resolution"); and

WHEREAS, the Declaratory Resolution created the Northeast Neighborhood Allocation Area Special Fund ("Allocation Area 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 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, Resolution No. 3255, adopted by the Commission on November 10, 2014, amended boundaries of the Northeast Neighborhood Development Allocation Area No. 1, and renamed the area to the River East 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 East Allocation Area No. 1 (the "Allocation Area") from funds remaining in the Allocation Area 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 Fund 429; and

WHEREAS, the proposed appropriations from Allocation Area Fund 429 are not for the operating expenses of the Commission; and

WHEREAS, on January 24, 2019, the Commission adopted Resolution 3468 setting a public hearing on said appropriations, which public hearing, pursuant to the Commission's action acknowledged at its public meeting on February 14, 2019; 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 February 14, 2019, 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 appropriations; and

WHEREAS, the Commission now desires to approve said additional appropriations in a total amount of Two Million Dollars (\$2,000,000);

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

1. The funds from Allocation Area Fund 429 in the additional amount of Two Million Dollars (\$2,000,000) are hereby appropriated for the purpose of paying expenditures.

2. 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 February 14, 2019 at 1308 County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT
COMMISSION

Signature

Marcia I. Jones, President

Printed Name and Title

ATTEST

Signature

Donald E. Inks, Secretary

Printed Name and Title

RESOLUTION NO. 3473

**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 SOUTH SIDE 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 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, the Declaratory Resolution created the South Side 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 desires to pay certain expenses incurred by it or the City for local public improvements that are in or serving Allocation Area No. 1 from funds remaining in the Allocation Area No. 1 Fund, in accordance Indiana Code § 36-7-14-39(b)(2) and certain other expenditures incurred by the Commission in accordance with Indiana Code § 36-7-14-39(b)(2); 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; and

WHEREAS, the proposed appropriations from Allocation Area No. 1 Fund 430 are not for the operating expenses of the Commission; and

WHEREAS, on January 24, 2019, the Commission adopted Resolution 3468 setting a public hearing on said appropriations, which public hearing, pursuant to the Commission's action acknowledged at its public meeting on February 14, 2019; 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 February 14, 2019 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 appropriations; and

WHEREAS, the Commission now desires to approve said appropriations in a total amount of Five Million Three Hundred Thousand Dollars and 00/100 (\$5,300,000.00);

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

1. The funds from Allocation Area No. 1 Fund 430 in the amount of Five Million Three Hundred Thousand Dollars and 00/100 (\$5,300,000.00) are hereby appropriated.

2. 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 February 14, 2019 at 1308 County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT
COMMISSION

ATTEST

Signature

Marcia I. Jones, President

Printed Name and Title

Signature

Donald E. Inks, Secretary

Printed Name and Title

RESOLUTION NO. 3474

**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 DOUGLAS ROAD
ECONOMIC 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 December 2, 2005, the Commission adopted Resolution No. 2199 (the “Declaratory Resolution”) declaring the Douglas Road Economic Development Area (the “Area”) to be an economic development area within the meaning of the Act and designated the Area as the Douglas Road Economic Development Area Allocation Area No. 1 (“Allocation Area No. 1”) for purposes of tax increment financing pursuant to the Act; and

WHEREAS, on December 20, 2005, 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 165-05, in accordance with Indiana Code § 36-7-14-16; and

WHEREAS, on January 23, 2006, the Common Council of the City approved the order of the Plan Commission through the adoption of Common Council Resolution No. 3556-06; and

WHEREAS, on February 17, 2006, 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. 2199 confirming the Declaratory Resolution; and

WHEREAS, the Declaratory Resolution created the Douglas Road 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 desires to pay certain expenses incurred by it or the City for local public improvements that are in or serving Allocation Area No. 1 from funds remaining in the Allocation Area No. 1 Fund, in accordance Indiana Code § 36-7-14-39(b)(2) and certain other expenditures incurred by the Commission in accordance with Indiana Code § 36-7-14-39(b)(2); 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 January 24, 2019, the Commission adopted Resolution 3468 setting a public hearing on said appropriations and authorizing the Secretary of the Commission to duly publish notice of said hearing on February 14, 2019; 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 February 14, 2019, 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 appropriations in a total amount of Two Hundred and Eight Thousand Dollars (\$208,000);

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

1. The funds from Allocation Area No. 1 Fund in the amount of Two Hundred and Eight Thousand Dollars (\$208,000) are hereby appropriated for paying expenditures.

2. 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 obtaining its approval of the appropriations herein made.

ADOPTED at a regular meeting of the South Bend Redevelopment Commission held on February 14, 2019 at 1308 County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT
COMMISSION

Signature

Marcia I Jones, President

Printed Name and Title

ATTEST:

Signature

Donald E. Inks, Secretary

Printed Name and Title

RESOLUTION NO. 3475

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION
APPROPRIATING MONIES FOR THE PURPOSE OF DEFRAYING
THE EXPENSES OF CERTAIN LOCAL PUBLIC IMPROVEMENTS
INCLUDING ALL OUTSTANDING CLAIMS AND OBLIGATIONS,
FIXING A TIME WHEN THE SAME SHALL TAKE EFFECT**

WHEREAS, the South Bend Redevelopment Commission is the lessee of certain local public improvements which, during calendar year 2019 realize revenues and incur expenses in connection with the operation and maintenance of the same; and

WHEREAS, the South Bend Redevelopment Commission has determined it is necessary to appropriate the revenues of certain public improvements in order to defray the expenses of those local public improvements.

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

1. For the expenses of the South Bend Central Development Area Building Operations Budget Fund 425 (which currently includes Leighton Plaza Retail Space, Leighton Plaza Courtyard and Wayne Street Garage Retail Space), for the fiscal year 2019, the sums of money, as set forth in the budget which is made a part hereof, are hereby appropriated and ordered set apart out of the funds hereinafter named, and for the purposes hereinafter specified, subject to the laws governing the same. The sums here appropriated shall be deemed to include all expenditures authorized to be made in said year, unless otherwise expressly stipulated or provided by law.
2. For the fiscal year ending December 31, 2019, the above referenced appropriations are made within the South Bend Central Development Area Building Operations Budget Fund.
3. This resolution shall be in full force and effect from and after its adoption.

Adopted at the Regular Meeting of the South Bend Redevelopment Commission held Thursday, February 14, 2019, at 9:30 a.m., 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601

**SOUTH BEND REDEVELOPMENT
COMMISSION**

Signature

Marcia I. Jones, President

Printed Name and Title

ATTEST:

Signature

Donald E. Inks, Secretary

Printed Name and Title

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “First Amendment”) is made on February 14, 2019, by and between the South Bend Redevelopment Commission, the governing body of the City of South Bend Department of Redevelopment (the “Commission”), and REW, LLC, an Indiana limited liability company (the “Developer”) (each a “Party,” and collectively the “Parties”).

RECITALS

- A. The Commission and the Developer entered into a Development Agreement dated effective October 11, 2018 (the “Development Agreement”), for the development of a Project in the River West Development Area.
- B. Pursuant to **Exhibit C** of the Development Agreement, the Local Public Improvements (“LPI”) were to include the paving of the entry road and parking lot; however, the Parties have determined that the Project would be served best by including landscaping and irrigation as well.
- C. The Parties now desire to modify the Development Agreement to reflect the Parties’ agreement, as set forth herein.

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

- 1. The language of **Exhibit C** shall be deleted in its entirety and replaced with the following, “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: Paving/Top Coat and Striping; Landscaping and Irrigation.”
- 2. The Developer hereby expressly reaffirms its obligations under the Development Agreement, and, unless expressly modified by this First Amendment, the terms and provisions of the Development Agreement remain in full force and effect.
- 3. Capitalized terms used in this First Amendment will have the meanings set forth in the Development Agreement unless otherwise stated herein.
- 4. The recitals set forth above are hereby incorporated into the operative provisions of this First Amendment.
- 5. This First Amendment will be governed and construed in accordance with the laws of the State of Indiana.

6. This First Amendment 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.

IN WITNESS WHEREOF, the Parties hereby execute this First Amendment to Development Agreement as of the first date stated above.

COMMISSION:

SOUTH BEND REDEVELOPMENT
COMMISSION

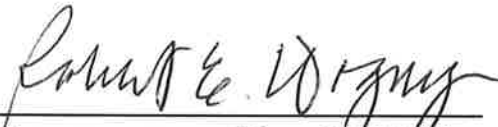
By: _____
Marcia I. Jones, President

ATTEST:

By: _____
Donald E. Inks, Secretary

DEVELOPER:

REW, LLC

By:  _____
Robert E. Wozny, Managing Member



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: February 14, 2019

FROM: Chris Dressel, Staff 

SUBJECT: Coal Line Project Budget Request (United Consulting)

Which TIF? (circle one) River West; River East; South Side; Douglas Road; West Washington

PURPOSE OF REQUEST: Coal Line Trail Budget Request – Acquisition Services

Specifics:

Staff is seeking approval of \$240,000 for the purpose of acquisition services associated with the upcoming property acquisition phase of the Coal Line Trail, a multiuse trail project expected to be completed in 2021. These funds are necessary for acquisition services, including appraising; coordinating the reviewing of appraisals; management and supervision of the process; and the acquisition of properties.

The trail design calls for the acquisition of up to 50 parcels within the future trail area, the majority falling within the former rail corridor.

Staff requests your approval of this professional services contract amendment. Please contact me at 235-5847 or cdressel@southbendin.gov if you have any questions.

Acct # 324.1050,460,4202

INTERNAL USE ONLY: Project Code: 163008 _____;

Total Amount new/change (inc/dec) in budget: \$240,000 _____; Break down:

Costs: Engineering Amt: _____; Other Prof Serv Amt \$240,000 _____;

Acquisition of Land/Bldg (circle one) Amt: _____; Street Const Amt _____;

Building Imp Amt _____; Sewers Amt _____; Other (specify) Amt: _____

_____ Going to BPW for Contracting? Y/N *Feb 12, 2019*

Is this item ready to encumber now? Yes Existing PO# _____ Inc/Dec \$ \$240,000 _____



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: February 14, 2019

FROM: David Relos, Property Development Manager

SUBJECT: Resolution No. 3470 (Declaring Certain Property Blighted)

Which TIF? (circle one) **River West**; River East; South Side; Douglas Road; West Washington

PURPOSE OF REQUEST:

Last year a new Section 19.5 was added to the Redevelopment Statute. This Section allows the Commission to acquire property that is blighted, unsafe, abandoned, foreclosed, or structurally damaged from a willing seller.

Resolution No. 3470 declares the lot behind 740 S. Michigan St. blighted, unsafe, and/or abandoned. This property is in a target area of S. Michigan Street and has been vacant for many years.

Staff requests approval of Resolution No. 3470, to allow this property to be acquired.

INTERNAL USE ONLY: Project Code: _____;
Total Amount **new**/change (inc/dec) in budget: _____; Breakdown:
Costs: Demolition Amt: _____; Other Prof Serv Amt _____;
Acquisition of Land/Bldg (circle one) Amt: _____; Street Const Amt _____;
Building Imp Amt _____; Sewers Amt _____; Other (specify) Amt: _____.
Going to BPW for Contracting? **N**
Is this item ready to encumber now? **No** Existing PO# _____ Inc/Dec \$ _____

RESOLUTION NO. 3470

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION
DECLARING A CERTAIN PROPERTY TO BE BLIGHTED AND
IN NEED OF REDEVELOPMENT**

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

WHEREAS, the Commission previously designated and declared certain areas in the City of South Bend (the “City”) to be blighted and in need of redevelopment, including the River West Development Area (“River West”); and

WHEREAS, pursuant to I.C. 36-7-4-19.5, the Commission may acquire property within the City that it determines is blighted, unsafe, abandoned, foreclosed, or structurally damaged from a willing seller and with a purchase price of not more than Twenty-Five Thousand Dollars (\$25,000), so long as the Commission has the funds to do so; and

WHEREAS, the Department staff has identified a certain property located within River West that they believe to be blighted, unsafe, and/or abandoned and for the purchase of which they would like to negotiate, which property and its description is set forth on **Exhibit A** (the “Property”); and

WHEREAS, the Department staff desires the Commission to declare the Property to be blighted, unsafe, and/or abandoned and to allow the Department staff to negotiate with the owner for the purchase of the Property by the Commission at a price less than Twenty-Five Thousand Dollars (\$25,000).

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

1. The Commission has reviewed Exhibit A and determines and declares that the Property as set forth thereon is blighted, unsafe, or abandoned and in need of redevelopment.
2. The Commission hereby authorizes David Relos of the City’s Department of Community Investment, or his designee, to negotiate with the owner of the Property for the City’s acquisition thereof at a purchase price of less than Twenty-Five Thousand Dollars (\$25,000).
3. This Resolution shall be in full force and effect upon its adoption.

Signature Page Follows

ADOPTED at a meeting of the South Bend Redevelopment Commission held on February 14, 2019, at 227 West Jefferson Boulevard, Room 1308, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT COMMISSION

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

EXHIBIT A

Property to Be Acquired

740 S. Michigan Street
Tax ID 018-3022-084901
Vacant, Untended Lot



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: February 14, 2019

FROM: David Relos, Property Development Manager

SUBJECT: Agreement to Buy and Sell Real Estate (vacant lot behind 740 S. Michigan St.)

Which TIF? (circle one) **River West**; River East; South Side; Douglas Road; West Washington

PURPOSE OF REQUEST:

Resolution No. 3470, approved by the Commission on February 14, 2019, declared this property to be blighted, unsafe, abandoned, foreclosed, or structurally damaged. This Agreement to Buy and Sell Real Estate for this long vacant lot is for its appraised value of \$16,500.

Staff requests approval of the Agreement To Buy and Sell Real Estate for this property. EDIT funding approved for Community Investment will be used for the acquisition.

INTERNAL USE ONLY: Project Code: _____;

Total Amount **new**/change (inc/dec) in budget: _____; Breakdown:

Costs: Demolition Amt: _____; Other Prof Serv Amt _____;

Acquisition of Land/Bldg (circle one) Amt: \$16,500; Street Const Amt _____;

Building Imp Amt _____; Sewers Amt _____; Other (specify) Amt: _____.

Going to BPW for Contracting? **N**

Is this item ready to encumber now? **No** Existing PO# _____ Inc/Dec \$ _____

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

AGREEMENT TO BUY AND SELL REAL ESTATE

This Agreement To Buy And Sell Real Estate ("Agreement") is made by and between Bendix Local No. 9, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, of 740 S. Michigan St., South Bend, Indiana 46601 ("Seller") and the City of South Bend, Indiana, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission of Ste. 1400 S., 227 W. Jefferson Blvd., South Bend Indiana 46601 ("Buyer") (each a "Party" and together the "Parties").

RECITALS

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

B. Pursuant to Section 19.5 of the Act, Buyer may acquire property that meets certain conditions from a willing seller without an appraisal (the "Acquisition Section").

C. In furtherance of its purposes under the Act, Buyer desires to purchase from Seller certain real property located in South Bend, Indiana (the "City"), and more particularly described in attached Exhibit A (the "Property").

D. Seller desire to sell the Property to the Buyer in accordance with the Acquisition Section and 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. PURCHASE AND SALE OBLIGATION

Seller agrees to sell the Property to the Buyer upon the terms and conditions set forth herein. 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 by Buyer and Seller (the "Contract Date").

2. PURCHASE PRICE

The purchase price for the Property shall be Sixteen Thousand Five Hundred Dollars (\$16,500.00) (the "Purchase Price"), payable by Buyer to Seller as described in Section 7 (the "Closing," the date of which is the "Closing Date").

3. BUYER'S DUE DILIGENCE

A. Investigation. Seller acknowledges that Buyer's determination to purchase the Property requires a process of investigation (Buyer's "Due Diligence") into various matters. Therefore, Buyer's obligation to complete the purchase of the Property is conditioned upon the satisfactory completion, in Buyer's 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, real property title matters, and the like, as applicable.

B. Authorizations During Due Diligence Period. Seller authorizes Buyer, as of the Contract Date and continuing until the end of the Due Diligence Period (as defined below) to 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; further provided, that 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 with regard to this Agreement.

C. Due Diligence Period. Buyer shall have a period of thirty (30) days following the Contract Date to complete its examination of the Property in accordance with this Section 3 (the "Due Diligence Period").

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 and with no liability to Buyer, except as set forth herein.

4. PRESERVATION OF TITLE AND CONDITION

A. After the date Seller receives a copy of this Agreement as described in Section 1, Seller shall not take any action or allow any action to be taken by others to cause the Property to become subject to any new interests, liens, restrictions, easements, covenants, reservations or other matters affecting Seller's title (such matters are referred to as "Encumbrances").

B. Seller hereby covenants that Seller will not alter the condition of the Property at any time after the date Seller receives a copy of this Agreement as described in Section 1. Further, Seller will not release any hazardous substances on or near the Property and will not otherwise collect or store hazardous substances or other materials, goods, refuse or debris at the Property.

5. TITLE COMMITMENT AND SURVEY

Seller acknowledges that Buyer has obtained, at Buyer's sole expense, a commitment for an owner's policy of title insurance (the "Title Commitment"), which shall be updated to identify any encumbrances affecting the Property as of the Contract Date. Buyer, at its option, may obtain a survey of the Property, at its sole expense. The Property shall be conveyed to Buyer free of all encumbrances, including but not limited to mortgages, judgments, and taxes, unless otherwise waived in writing by Buyer. The Title Commitment will be issued by a title company selected by Buyer and reasonably acceptable to Seller (the "Title Company"). The Title Commitment shall:

(1) Agree to insure good, marketable, and indefeasible fee simple title to the Property in the name of the Buyer for the full amount of the Purchase Price upon delivery and recordation of a special warranty deed from the Seller to the Buyer.

(2) Provide for issuance of a final ALTA owner's title insurance policy, with any endorsements requested by Buyer, subject only to any encumbrances waived by Buyer.

Regardless of whether this transaction closes, Buyer shall be responsible for the title search charges, the cost of the Title Commitment and owner's policy.

6. SELLERS REPRESENTATIONS AND WARRANTIES

The undersigned Seller represents and warrants to Buyer that Seller owns fee simple title to the Property and is fully empowered to sell the Property to Buyer under the terms and conditions stated in this Agreement. Additionally, Seller represents and warrants that it has disclosed to Buyer any notifications from any local, state, or federal authority regarding environmental matters pertaining to the Property.

7. CLOSING

A. Timing of Closing. If the Buyer does not terminate this Agreement due to a breach of this Agreement by Seller, or without cause during the Due Diligence Period, the transfer of title contemplated by this Agreement (the "Closing") shall be held at the office of the Title Company on a mutually agreeable date not later than thirty (30) days after the end of the Due Diligence Period.

B. Closing Procedure.

(1) At Closing, Buyer shall deliver the Purchase Price to Seller, conditioned on Seller's delivery of a warranty deed, substantially in the form attached hereto as **Exhibit B**, conveying the Property to the Buyer, free and clear of all liens, encumbrances, judgments, title defects, and exceptions, except those expressly waived by Buyer, and the Title Company's delivery of the Title Commitment to Buyer in accordance with Section 5 above.

(2) The possession of the Property shall be delivered to the Buyer at Closing, in substantially the same condition as it exists on the Contract Date, ordinary wear and tear excepted.

C. Conditions Precedent to Closing. Unless waived by the Parties before or at Closing, the following shall be a condition precedent to Closing:

(1) Buyer shall have no obligation to complete the transaction contemplated in this Agreement unless Seller removes from the Property before the Closing Date all personal property, including furniture and all personal belongings, and any trash or refuse.

D. Closing Costs. Buyer shall pay the Title Company's closing fee and all recordation costs associated with the transaction contemplated in this Agreement.

E. Personal Property. Any personal property remaining at the Property after Closing will be deemed to be abandoned by the Seller, and Buyer, in its sole discretion, may choose to exercise possession of and control over any such personal property.

F. Seller's Due Diligence. Seller acknowledges that Seller has conducted its own due diligence and acknowledges that the Purchase Price is fair and reasonable and waives any right that Seller may have to an appraisal or to contest or challenge the validity of compensation received under this Agreement.

8. ACCEPTANCE OF PROPERTY "AS-IS"

Except as otherwise set forth herein, 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, and nothing in this Agreement shall be construed to constitute such a representation or warranty as to condition or fitness.

9. TAXES

Seller will pay all real property taxes accrued as of the Closing Date. Buyer will have no liability for any amount of real property taxes on the Property as of the Closing Date.

10. COMMISSIONS

The Parties acknowledge that neither Buyer nor Seller are represented by any broker in connection with the transaction contemplated in this Agreement. Buyer and Seller agree to indemnify and hold one another harmless from any claim for commissions in connection with the transaction contemplated in this Agreement.

11. APPLICABLE LAW; JURISDICTION

This Agreement shall be interpreted and enforced according to the laws of the State of Indiana. 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.

12. 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, or to Buyer in care of Buyer'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) at the respective addresses stated in Section 1 above. Either Party may, by written notice, modify the address for future notices to such Party.

13. ENTIRE AGREEMENT

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

14. COUNTERPARTS; SIGNATURES

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. Facsimile signatures will be regarded as original signatures.

15. AUTHORITY TO EXECUTE

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

16. ACKNOWLEDGMENT OF UNDERSTANDING

The Parties negotiated this Agreement at arms' length, and each Party has had an opportunity to consult with legal counsel. Each Party hereby acknowledges and affirms that it understands and is willing to be bound by the terms of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement to be effective as of the _____ day of _____ 2019.

BUYER:

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

By:

Marcia I. Jones, President


ATTEST:

By:

Donald E. Inks, Secretary

SELLER:

Bendix Local No. 9



John Suher Sr.
President



Jamie Johnson
Vice-President



Jeffrey Roberts
Financial Secretary

EXHIBIT A

Description of Property

A part of the East Half of the Southwest Quarter of Section 12, Township 37 North, Range 2 East in the City of South Bend, Indiana, described as follows:

Beginning at a point on the East line of the first North and South alley that lies East of Michigan Street, 248.02 feet North of the North line of Tutt Street, said point being also 69.12 feet North of the North line of Lot 32 as shown on the recorded Plat of Denniston and Fellows Addition to the City of South Bend; North along said East line of alley, 349.39 feet to the Southerly line of the Conrail Railroad right of way; thence Southeasterly along said Railroad right of way, 252.67 feet; thence Southerly 213.44 feet to a point 212.65 feet East of the point of beginning; thence West, 212.65 feet to the point of beginning.

EXCEPTING THEREFROM THE FOLLOWING:

A part of the East Half of the Southwest Quarter of Section 12, Township 37 North, Range 2 East in the City of South Bend, Indiana described as follows: Beginning at the intersection of the East line of the first North and South alley that lies East of Michigan Street with the Easterly extension of the North line of Lot 11 as shown on the recorded Plat of Bronson's Survey to the City of South Bend; thence North along said East line of alley, 270.55 feet to the Southerly line of the Conrail Railroad right of way; thence Southeasterly along said railroad right of way, 252.67 feet; thence South 134.93 feet to a point on the Easterly extension of the North line of said Lot 11 in Bronson's Survey, 213.02 feet East of the point of beginning; thence West along said Easterly extension of the North line of Lot 11 a distance of 213.02 feet to the point of beginning.

Commonly known as 740 S. Michigan Street, South Bend, Indiana 46601

Parcel Key No. 018-3022-084901

EXHIBIT B

Form of Warranty Deed

AUDITOR'S RECORD
TRANSFER NO. _____
TAXING UNIT _____
DATE _____
KEY NO. 018-3022-084901

WARRANTY DEED

THIS INDENTURE WITNESSETH, that Bendix Local No. 9, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (the "Grantor")

CONVEYS AND WARRANTS to the Department of Redevelopment of the City of South Bend, for the use and benefit of the 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 "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 in St. Joseph County, Indiana (the "Property"):

A part of the East Half of the Southwest Quarter of Section 12, Township 37 North, Range 2 East in the City of South Bend, Indiana, described as follows:

Beginning at a point on the East line of the first North and South alley that lies East of Michigan Street, 248.02 feet North of the North line of Tutt Street, said point being also 69.12 feet North of the North line of Lot 32 as shown on the recorded Plat of Denniston and Fellows Addition to the City of South Bend; North along said East line of alley, 349.39 feet to the Southerly line of the Conrail Railroad right of way; thence Southeasterly along said Railroad right of way, 252.67 feet; thence Southerly 213.44 feet to a point 212.65 feet East of the point of beginning; thence West, 212.65 feet to the point of beginning.

EXCEPTING THEREFROM THE FOLLOWING:

A part of the East Half of the Southwest Quarter of Section 12, Township 37 North, Range 2 East in the City of South Bend, Indiana described as follows: Beginning at the intersection of the East line of the first North and South alley that lies East of Michigan Street with the Easterly extension of the North line of Lot 11 as shown on the recorded Plat of Bronson's Survey to the City of South Bend; thence North along said East line of alley, 270.55 feet to the Southerly line of the Conrail Railroad right of way; thence Southeasterly along said railroad right of way, 252.67 feet; thence South 134.93 feet to a point on the Easterly extension of the North line of said Lot 11 in Bronson's Survey, 213.02 feet East

of the point of beginning; thence West along said Easterly extension of the North line of Lot 11 a distance of 213.02 feet to the point of beginning.

Commonly known as 740 S. Michigan Street, South Bend,
Indiana 46601

Parcel Key No. 018-3022-084901

The Grantor hereby conveys the Property in fee simple to the Grantee free and clear of all leases, licenses, mortgages, or other encumbrances of any kind or character but subject to all easements, highways, and other matters of record.

Signature Page Follows

GRANTOR:

Bendix Local No. 9, International Union, United Automobile, Aerospace and Agricultural Workers of America

By: _____
John Suher Sr., President

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

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared John Suher Sr., the duly authorized President of Grantor, and acknowledged the execution of the foregoing Warranty Deed as his true act and deed and as an authorized representative of Grantor.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the ____ day of _____, 2019.

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. Sandra L. Kennedy.

This instrument was prepared by Sandra L. Kennedy, Assistant City Attorney, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601.



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: February 14, 2019

FROM: David Relos, Property Development Manager

SUBJECT: Temporary Access Agreement (vacant lot behind 740 S. Michigan St.)

Which TIF? (circle one) **River West**; River East; South Side; Douglas Road; West Washington

PURPOSE OF REQUEST:

This Temporary Access Agreement is for the vacant lot behind 740 S. Michigan St., and will allow Bendix Local # 9 access to the lot for their monthly retiree meetings. The Agreement calls for them to name the City as an additional insured on their insurance policy, and may be terminated by the Commission upon written notification.

Staff requests approval of this Temporary Access Agreement.

INTERNAL USE ONLY: Project Code: _____ N/A _____;
 Total Amount **new**/change (inc/dec) in budget: _____; Breakdown:
 Costs: Demolition Amt: _____; Other Prof Serv Amt _____;
Acquisition of Land/Bldg (circle one) Amt: _____; Street Const Amt _____;
 Building Imp Amt _____; Sewers Amt _____; Other (specify) Amt: _____
 _____ Going to BPW for Contracting? **N**
 Is this item ready to encumber now? ___ Existing PO# _____ Inc/Dec \$ _____

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

TEMPORARY ACCESS AGREEMENT

This Temporary Access Agreement (this "Agreement") is made and entered into as of _____, 2019 (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 Bendix Local No. 9, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (the "Union").

RECITALS

A. The Commission acquired certain vacant real property located within the River West Development Area of the City of South Bend, Indiana (the "City"), located at 740 South Michigan Street in the City, as more particularly described in attached Exhibit A (the "Property"), from the Union in fee simple absolute.

B. The Union is interested in continuing access to the Property on a monthly basis to allow parking for retiree meetings (the "Activity").

C. The Union desires to obtain from the Commission a right of access to the Property for the Activity, and the Commission has agreed to grant the same on the terms and conditions stated in this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Access to the Union. The Commission hereby grants to the Union a non-exclusive, temporary access right to the Property for the limited purpose of allowing the Union to engage in the Activity at the Property. The parties agree that the Union will have no right under this Agreement to install improvements of any kind on the Property, or to store or allow to be stored any supplies, materials, goods, or personal property of any kind on the Property. Each month upon the completion of the Activity, the Union will remove or cause to be removed from the Property all supplies, materials, goods, and personal property (including trash) used by it or its invitees in connection with the Activity. At all times during the period of the Activity, the Union will use or cause to be used reasonable efforts to keep the Property in substantially the same order and condition as of the Effective Date.

2. Term and Termination. This Agreement shall commence upon its execution by the Commission and shall continue until such time as the Commission provides the Union with a written notice of termination.

3. Maintenance; Restoration. The Union will, at its sole expense, repair any damage to the Property made or caused, directly or indirectly, by the Union or its invitees upon the

Property. In the event the Union fails to preserve the Property at all times in substantially the same condition and repair in which it exists on the Effective Date, the Commission or the City may, at its option, incur costs and expenses to maintain and repair the Property, which costs and expenses the Union will pay promptly upon the written demand of the Commission or the City, as the case may be.

4. Compliance. The Union understands and agrees that it will, at its own expense, observe and comply with, or cause to be observed and complied with, all applicable statutes, laws, ordinances, requirements, orders, rules, and regulations of all governmental authorities in relation to the Activity.

5. Ownership. The Commission represents and warrants that it is lawfully seized of the Property, that it has full right and power to grant the access right, and that the Property is free from all encumbrances, except any matters of record.

6. Hazardous Materials. The Union shall not cause or permit, knowingly or unknowingly, any hazardous material to be brought or remain upon, kept, used, discharged, leaked, or emitted upon the Property.

7. Indemnification. The Union understands and agrees that the Commission shall not be liable for any loss, damage, destruction, or theft of the Union's property or the property of the Union's invitees, or any bodily harm or injury that may result from the Union's use of the Property. The Union understands and agrees that it will be solely responsible for the safety and security of all persons on the Property and any personal property the Union or its invitees use in connection with the Activity while on the Property. The Union shall indemnify, defend, and hold the Commission harmless from and against any and all claims resulting from damage to any property upon the Property or injury to any person upon the Property and to pay any judgment rendered therein. Notwithstanding the foregoing or anything herein to the contrary, neither the Commission nor the City waive any governmental immunity or liability limitations available to them under Indiana law.

8. Insurance. The Union will maintain commercial general liability insurance coverage in the minimum amount of at least \$1,000,000 per occurrence and will designate the Commission and the City as additional insureds under any such policy of insurance. Promptly following the Effective Date of this Agreement, the Union will produce to Commission a certificate of insurance evidencing the same.

9. Reservation of Rights. The Commission reserves for itself the free use of the Property in any manner not inconsistent with the terms of this Agreement.

10. Benefit. The Commission and the Union intend that each of the rights and obligations set forth herein shall inure to the burden or benefit of the respective parties and their related companies, successors, and assigns.

11. Notices. Any notices required under this Agreement may be provided (a) by hand-delivery (which will be deemed delivered at the time of receipt) or (b) by registered or certified mail, return receipt requested (which will be deemed delivered three (3) days after mailing), to each party's respective address and the representatives stated below.

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

Union: _____

12. Waiver. One or more waivers of any condition herein by the Commission shall not be construed as a waiver of a subsequent breach of the same condition.

13. Governing Law and Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of Indiana and any claims arising hereunder shall be brought in the courts of St. Joseph County, Indiana.

14. Authority. Each undersigned person signing on behalf of his/her respective party certifies that he/she is duly authorized to bind his/her respective Party to the terms of this Agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have signed this Temporary Access Agreement to be effective as of the Effective Date.

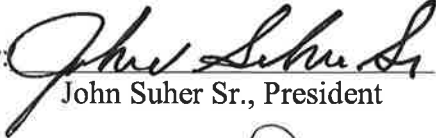
SOUTH BEND REDEVELOPMENT
COMMISSION

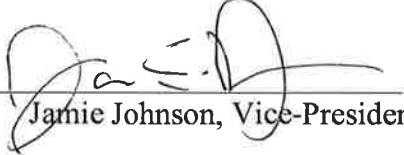
Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

Bendix Local No. 9 International Union
United Automobile, Aerospace and Agricultural Implement
Workers of America

By: 
John Suher Sr., President

By: 
Jamie Johnson, Vice-President

By: 
Jeffrey Roberts, Financial Secretary

EXHIBIT A

Description of Property

A part of the East Half of the Southwest Quarter of Section 12, Township 37 North, Range 2 East in the City of South Bend, Indiana, described as follows:

Beginning at a point on the East line of the first North and South alley that lies East of Michigan Street, 248.02 feet North of the North line of Tutt Street, said point being also 69.12 feet North of the North line of Lot 32 as shown on the recorded Plat of Denniston and Fellows Addition to the City of South Bend; North along said East line of alley, 349.39 feet to the Southerly line of the Conrail Railroad right of way; thence Southeasterly along said Railroad right of way, 252.67 feet; thence Southerly 213.44 feet to a point 212.65 feet East of the point of beginning; thence West, 212.65 feet to the point of beginning.

EXCEPTING THEREFROM THE FOLLOWING:

A part of the East Half of the Southwest Quarter of Section 12, Township 37 North, Range 2 East in the City of South Bend, Indiana described as follows: Beginning at the intersection of the East line of the first North and South alley that lies East of Michigan Street with the Easterly extension of the North line of Lot 11 as shown on the recorded Plat of Bronson's Survey to the City of South Bend; thence North along said East line of alley, 270.55 feet to the Southerly line of the Conrail Railroad right of way; thence Southeasterly along said railroad right of way, 252.67 feet; thence South 134.93 feet to a point on the Easterly extension of the North line of said Lot 11 in Bronson's Survey, 213.02 feet East of the point of beginning; thence West along said Easterly extension of the North line of Lot 11 a distance of 213.02 feet to the point of beginning.

Commonly known as 740 S. Michigan Street, South Bend, Indiana 46601

Parcel Key No. 018-3022-084901



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: February 14, 2019

FROM: David Relos, Property Development Manager

SUBJECT: Development Agreement (Indiana Landmarks)

Which TIF? (circle one) River West; River East; South Side; Douglas Road; **West Washington**

PURPOSE OF REQUEST:

Indiana Landmarks has diligently undertaken the rehabilitation of the Kizer Mansion at 803 W. Washington, across the street from the Oliver Mansion and in the heart of the West Washington National Historic District and the West Washington Chapin Development Area. Landmarks expects total rehabilitation costs to be approximately \$1.2m, and are seeking Commission funding of up to \$200k for window repair / replacement and if possible, new storm windows.

Landmarks has to date invested or are engaged in work totaling \$790k, including rebuilding the chimneys, tuck pointing of the stone exterior, rebuilding the roof parapet, new roof and gutters, and are currently completing earthwork and landscaping to rid the front of the house of its concrete front yard, removal of a curb cut at the intersection, a new entrance off Charles Martin, and new drywells and parking area in the rear.

The Near West Side Neighborhood Organization supports this request. Commission approval in a not-to-exceed of \$200,000 from the West Washington Chapin Development Area is requested.

INTERNAL USE ONLY: Project Code: _____;

Total Amount **new**/change (inc/dec) in budget: \$200,000 ; Breakdown:

Costs: Engineering Amt: _____; Other Prof Serv Amt _____;

Acquisition of Land/Bldg (circle one) Amt: _____; Street Const Amt _____;

Building Imp Amt _____; Sewers Amt _____; Other (specify) Amt: _____

_____ Going to BPW for Contracting? Y/N

Is this item ready to encumber now? **No** Existing PO# _____ Inc/Dec \$ _____

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement"), is effective as of _____, 2019 (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 Historic Landmarks Foundation of Indiana Inc. d/b/a Indiana Landmarks (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 *et seq.*, the "Act"); and

WHEREAS, the Act provides that the clearance, re-planning, 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, commonly known as the Kizer House (collectively, the "Developer Property"); and

WHEREAS, the Developer has completed or is presently engaged in completing a portion of its development plan, with an investment of Seven Hundred Ninety Thousand Dollars (\$790,000.00) in the Developer Property; and

WHEREAS, the Developer is continuing its progress with regard to its development plan, including exterior improvements on 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 West Washington-Chapin 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 Two Hundred Thousand Dollars (\$200,000.00) 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 One Million Three Hundred Thousand Dollars (\$1,300,000.00), subject to Developer's funding and the approval of its board of directors, 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 that are expected to contribute to increases in the Assessed Value of the Developer 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 Commission 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 Commission 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 acknowledges that the Project has been in process since 2012, and it will complete the Project and any other obligations the Developer may have under this Agreement by December 31, 2022 (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 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 the Mandatory Project Completion Date, 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, and (iii) an itemized accounting generally identifying the Private Investment to date.

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 Commission. The Commission may approve or disapprove said plans and specifications for the Project in its sole discretion and may request revisions or amendments to be made to the same.

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 Engineer or her designee. The City Engineer or her designee 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.

(b) Before any work on the Local Public Improvements will commence, (a) the Commission 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 City Engineer or her designee 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 City Engineer or her 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.

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, or (b) to expend the full amount of the Private Investment by the Mandatory Project Completion Date, 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 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 Waiver. Neither the failure nor any delay on the part of a Party to exercise any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall

may single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise of the same or of any right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of any such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

9.8 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: Historic Landmarks Foundation of Indiana Inc.
1201 Central Avenue
Indianapolis, IN 46202-2656
Attn: President

With a copy to: Indiana Landmarks Northern Regional Office
803 West Washington Street
South Bend, IN 46601
Attn: Director

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

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

9.10 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.

9.11 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.

9.12 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).

9.13 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.

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

9.15 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.

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

[SIGNATURE PAGE FOLLOWS]

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

HISTORIC LANDMARKS FOUNDATION OF INDIANA INC.
D/B/A INDIANA LANDMARKS

By: _____
Name: _____
Title: _____

EXHIBIT A

Description of Developer Property

Property located at 803 West Washington Street, South Bend, Indiana, commonly known as the Kizer House, and more specifically described as follows:

PARCEL I:

A part of Bank Out Lot Numbered 31 and 32 of the First Plat of Out Lots of the Town, now City of South Bend, platted by the State Bank of Indiana, which part is bounded by a line running as follows, viz: Beginning on the north line of Washington Street (now Washington Avenue) in said City, at a point 24 3/4 feet East of the southeast corner of said Bank Out Lot Numbered 31; thence running West on the north line of said Washington Avenue a distance of 70 feet; thence North 198 feet; thence East 70 feet; thence South 198 feet to the place of beginning.

PARCEL II:

A part of Lot 4 in Mary Witherill's Subdivision of Bank Out Lot 32 described as follows: Beginning at the northwest corner of Lot 4; thence East 28.50 feet along the north line of said Lot 4; thence Southwesterly 43.60 feet along a line with a deflection angle of 96°37.40" right from the last described course extended thence Southwesterly 156.30 feet along an arc to the right having a radius of 909.93 feet and subtended by a long chord having a length of 156.03 feet with a deflection angle of 1°06.24" right from the last described course extended to a point on the South line of Lot 4; thence West 0.37 feet along the South line of Lot 4 to the southwest corner of said Lot 4; thence North 198.00 feet along the west line of Lot 4 to the point of beginning.

PARCEL III:

Beginning at the intersection of the Westerly right-of-way line of Chapin Street and the North right-of-way line Washington Street; thence North 89°56'50" East along said Northerly right-of-way line projected East, a distance of 6.19 feet; thence North 8°53'58" East, a distance of 76.25 feet; thence North 11°10'11" East, a distance of 114.09 feet; thence North 4°28'16" East, a distance of 11.49 feet to the Southerly line of the 14 foot alley projected East; thence North 90°00'00" West, a distance of 15.10 feet to the Westerly right-of-way line of Chapin Street; thence South 7°25'20" West along said Westerly right-of-way line, a distance of 114.90 feet to the place of beginning containing 2053 square feet more or less.

EXHIBIT B

Project Plan

The Developer will continue its rehabilitation of the Property including the reconfiguration of the site, lowering the grade and improving and installing an extensive drainage system, creating a new entrance, and installing new landscaping. Additionally, Developer will continue to renovate the garage, including the second floor apartment, by installing a new HVAC system and new plumbing, updating the electrical components, completing finish work, and renovating the kitchen and laundry areas. Further, Developer intends to replace or renovate the windows and storm windows on the main house, make the main house ADA compliant (including the installation of an elevator), and other interior renovations, all subject to Developer's funding and Board approval.

EXHIBIT C

Description of Local Public Improvements

The Commission will complete, or cause to be completed, the rehabilitation or replacement of the windows and the installation of storm windows, in accordance with the terms and conditions of this Agreement and in compliance with all applicable laws and regulations.

EXHIBIT D

Form of Easement

GRANT OF TEMPORARY EASEMENT

THIS INDENTURE, made as of the _____ day of _____, 2019 (the "Effective Date"), by and between Historic Landmarks Foundation of Indiana, Inc. d/b/a Indiana Landmarks, an Indiana non-profit corporation with offices at 803 West Washington Street, 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 to a certain Development Agreement by and between Grantor and Grantee, dated _____, 2019 (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.

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:

HISTORIC LANDARKS FOUNDATION OF INDIANA, INC. D/B/A INDIANA LANDMARKS
An Indiana non-profit corporation

Printed: _____

Its: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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, _____

My Commission Expires: _____

This instrument was prepared by Sandra L. Kennedy, 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. Sandra L. Kennedy.

EXHIBIT 1

Description of Property

Property located at 803 West Washington Street, South Bend, Indiana, commonly known as the Kizer House, and more specifically described as follows:

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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