



South Bend

Redevelopment Commission

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

Agenda

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

1. Roll Call

2. Approval of Minutes

- A. Minutes of the Regular Meeting of Thursday, February 14, 2019

3. Approval of Claims

- A. Ratified Claims Submitted March 14, 2019

4. Old Business

5. New Business

- A. River West Development Area
 - 1. Resolution No. 3476 (Pledging TIF for Unity Gardens SDC) – D2
 - 2. Resolution No. 3477 (Authorizing Purchase of 618 Marion Street) – D2
 - 3. Agreement to Buy and Sell Real Estate (618 Marion Street) – D2
 - 4. Real Estate Purchase Agreement (2020 South Main) – D2
 - 5. Fourth Amendment to Development Agreement (Heading for Home, LLC) – D2
 - 6. License Agreement (DTSB 2019) – D2

6. Progress Reports

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

7. Next Commission Meeting:

Thursday, March 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 with Reasonable advanced notice.

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

**SOUTH BEND REDEVELOPMENT COMMISSION
REGULAR MEETING**

February 14, 2019

9:30 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
Leslie Wesley, Commissioner

Members Absent:

Legal Counsel: Sandra Kennedy, Esq.

Redevelopment Staff: David Relos, RDC Staff
Mary Brazinsky, Board Secretary - Absent

Others Present: Daniel Buckenmeyer DCI
Elizabeth Leonard Inks DCI
Chris Dressel DCI
Todd Zeiger 801 W Washington SB
Blair Wozny Cressy
Caleb Bauer South Bend Tribune
Conrad Damian 718 E Broadway SB
Jim Bognar 807 W Washington SB
Sue Kesim 4022 Kennedy Drive SB

2. Approval of Minutes

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

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

3. Approval of Claims

A. Claims Submitted February 14, 2019

	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		

Upon a motion by Secretary Inks, seconded by Commissioner Phillips, the motion carried unanimously, the Commission approved the claims submitted on Thursday, February 14, 2019.

4. Old Business

5. New Business

A. Public Hearing

1. Resolution No. 3471 (River West Development Area)

Ms. Leonard Inks presented Resolution No. 3471 (River West Development Area). This is for the appropriation of \$19m of funds in the River West Development Area. Any project not committed will have to be brought through the Commission.

President Jones opened the floor to the public for comments. President Jones closed the floor to the public as there were no comments.

South Bend Redevelopment Commission Regular Meeting – February 14, 2019

President Jones opened the floor to the Commissioner's for comment.
President Jones closed the floor to the Commissioner's as there were no comments.

Upon a motion by Commissioner Ferlic, seconded by Commissioner Phillips, the motion carried unanimously, the Commission approved Resolution No. 3471 (River West Development Area) submitted on Thursday, February 14, 2019

2. Resolution No. 3472 (River East Development Area)

Ms. Leonard Inks presented Resolution No. 3472 (River East Development Area). This is for the appropriation of \$2m of funds in the River East Development Area.

President Jones opened the floor to the public for comments.
President Jones closed the floor to the public as there were no comments.

President Jones opened the floor to the Commissioner's for comment.
President Jones closed the floor to the Commissioner's as there were no comments.

Upon a motion by Commissioner Ferlic, seconded by Commissioner Phillips, the motion carried unanimously, the Commission approved Resolution No. 3472 (River East Development Area) submitted on Thursday, February 14, 2019

3. Resolution No. 3473 (South Side Development Area)

Ms. Leonard Inks presented Resolution No. 3473 (South Side Development Area). This is for the appropriation of \$5.3m of funds in the South Side Development Area.

President Jones opened the floor to the public for comments.
President Jones closed the floor to the public as there were no comments.

President Jones opened the floor to the Commissioner's for comment.
President Jones closed the floor to the Commissioner's as there were no comments.

Upon a motion by Secretary Inks, seconded by Commissioner Phillips, the motion carried unanimously, the Commission approved Resolution No. 3473 (South Side Development Area) submitted on Thursday, February 14, 2019.

4. Resolution No. 3474 (Douglas Road Economic Development Area)

Ms. Leonard Inks presented Resolution No. 3474 (Douglas Road Economic Development Area). This is for appropriation of \$208k of funds in the Douglas Road Economic Development Area. On December 13, 2018 the Engineering Department had a budget for the Douglas Road Utility Relocation approved by the Commission.

South Bend Redevelopment Commission Regular Meeting – February 14, 2019

President Jones opened the floor to the public for comments.
President Jones closed the floor to the public as there were no comments.

President Jones opened the floor to the Commissioner's for comment.
President Jones closed the floor to the Commissioner's as there were no comments.

Upon a motion by Secretary Inks, seconded by Commissioner Phillips, the motion carried unanimously, the Commission approved Resolution No. 3474 (Douglas Road Economic Development Area) submitted on Thursday, February 14, 2019.

5. Resolution No. 3475 (Redevelopment Retail)

Ms. Leonard Inks presented Resolution No. 3475 (Redevelopment Retail). This is for appropriation of \$8,600 of funds in Fund 425, which covered the Michigan Street Shops, Wayne St. Garage Retail, and Leighton Plaza. Since the Michigan Street Shops and Wayne St. Retail spaces have been sold, the remaining funds in this Fund will be made available to Venue Parks and Arts for Leighton Plaza's maintenance needs.

President Jones opened the floor to the public for comments.
President Jones closed the floor to the public as there were no comments.

President Jones opened the floor to the Commissioner's for comment.
President Jones closed the floor to the Commissioner's as there were no comments.

Upon a motion by Commissioner Ferlic, seconded by Commissioner Phillips, the motion carried unanimously, the Commission approved Resolution No. 3475 (Redevelopment Retail) submitted on Thursday, February 14, 2019.

B. River West Development Area

1. First Amendment to Development Agreement (REW, LLC)

Mr. Buckenmeyer presented the First Amendment to Development Agreement (REW, LLC). This Amendment is to add a couple more elements in for which our public funding may be used. The agreement language will include paving/top coat and striping; landscaping and irrigation for this site. Commission approval is requested.

Upon a motion by Vice-President Varner, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved the First Amendment to Development Agreement (REW, LLC) submitted on Thursday, February 14, 2019.

2. Budget Request (Coal Line Project – United Consulting)

Mr. Dressel presented the Budget Request (Coal Line Project – United Consulting). This is for the ongoing project of the Coal Line Trail, a 1.4 mile multi-use trail system. Staff is seeking approval of \$240,000 associated with the upcoming property acquisition phase of this project, expected to be

completed in 2021. The funds are necessary for acquisition services including appraising; coordinating appraisal review; management and supervision of the process; and the buying of properties. We will be acquiring only partial sections of land; this will not include any homes.

The trail design calls for the acquisition of approximately 50 parcels within the future trail area, the majority falling within the former rail corridor. Commission approval is requested.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved the Budget Request (Coal Line Project – United Consulting) submitted on Thursday, February 14, 2019.

3. Resolution No. 3470 (Declaring Certain Property Blighted)

Mr. Relos presented Resolution No. 3470 (Declaring Certain Property Blighted). 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 Street as blighted. The property is in an area of S. Michigan Street that has been vacant for many years. Commission approval is requested.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved Resolution No. 3470 (Declaring Certain Property Blighted) submitted on Thursday, February 14, 2019.

4. Agreement to Buy and Sell Real Estate (vacant lot behind 740 S. Michigan Street)

Mr. Relos presented the Agreement to Buy and Sell Real Estate (vacant lot behind 740 S Michigan St.). This Agreement is for the vacant lot behind Bendix Local 9's building, and is for its average appraised value of \$16,500. Commission approval is requested.

Upon a motion by Commissioner Ferlic, seconded by Commissioner Phillips, the motion carried unanimously, the Commission approved the Agreement to Buy and Sell Real Estate (vacant lot behind 740 S. Michigan St) submitted on Thursday, February 14, 2019.

5. Temporary Access Agreement (vacant lot behind 740 S. Michigan Street)

Mr. Relos presented the Temporary Access Agreement (vacant lot behind 740 S. Michigan St.). This Agreement is for the vacant lot referenced in Item 4 above, 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. Commission approval is requested.

Upon a motion by Secretary Inks, seconded by Commissioner Phillips, the motion carried unanimously, the Commission approved the Temporary Access Agreement (vacant lot behind 740 S. Michigan St.) submitted on Thursday, February 14, 2019.

C. West Washington Development Area

1. Development Agreement (Indiana Landmarks)

Mr. Relos presented this Development Agreement with Indiana Landmarks, who has moved into 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. They are doing a great job at rehabbing the property; 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, in addition to the removal of a curb cut at the intersection, a new entrance off Charles Martin Dr., and new drywells and parking area in the rear. This agreement is to fund up to \$200k for window repair/replacement and if possible, new storm windows.

The Near West Side Neighborhood Organization supports this request.

Todd Zeiger, Executive Director of Indiana Landmarks, noted the earthwork and site work have been significant. The underground work, carriage house and its second floor projects have been ongoing. By this summer the exterior and second floor of the garage will be complete. Students at Notre Dame and the Bradley Co. have assisted in an analysis for best uses of the interior of the house. The property has been opened several times for tours, seeing 400 to 700 people per tour. Mr. Bognar has been a great neighbor with the extensive rehab of this project.

Mr. Bognar spoke about the Neighborhood Association giving a great presentation. West Washington is the last original TIF in South Bend and understands that it is going away. He appreciates all that the City and South Bend Heritage has done over the years. It's been a great partnership with linking downtown to the West Washington Area.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved the Development Agreement (Indiana Landmarks) submitted on Thursday, February 14, 2019.

6. Progress Reports

A. Tax Abatement

1. 2920 W Sample Street that has been vacant for many years, Gray Steel in conjunction with Steel Warehouse, is building a 70,000 square foot facility on 8 acres. They are spending approximately \$2m and creating 20 jobs. This is owned by women entrepreneurs. They will be cutting steel into new shapes for various businesses.

South Bend Redevelopment Commission Regular Meeting – February 14, 2019

2. Action was taken on the former Drewery's site. More fines were levied by Code Enforcement, and the City is working on cleaning up this site.

B. Common Council

C. Other

1. An update on Sherman Cleaners was given by Ms. Kennedy. In 2016 the City filed a lawsuit against the former owners of this site. They have found elevated TCE concentrations, which is a solvent used in dry cleaning. It is contended that past owners disposed of that material in the soil before it was understood what it would do to future generations. As a part of this lawsuit we are filing a claim against our insurance carrier, with the Redevelopment Commission being named a plaintiff because of property ownership interests.

7. Next Commission Meeting:

Thursday, February 28, 2019, 9:30 a.m.

8. Adjournment

Thursday, February 14, 2019, 10:02 a.m.

David Relos, Property Development Manager

Marcia I. Jones, President

REDEVELOPMENT COMMISSION	Claims submitted	Explanation of Project
Redevelopment Commission Claims March 14, 2019 for approval and ratify		
<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.	94,954.40	Lincoln Way West & Charles Martin Sr. Dr. Improvements
Gibson-Lewis, LLC	106,428.38	Fire Station #4
Kolata Enterprises LLC	562.50	Professional Services
DLZ	270.00	Fat Daddy's Structural
Zart Hurst	5,810.00	Consultant Engineering Services Related
Transpo	100,000.00	Main & Colfax Garage Lease
Precision Wall Systems	38,950.00	Lafayette Building Skylight & Masonry Repairs
Barnes & Thornburg LLP	75.65	410 W. Wayne St.
Walsh & Kelly, Inc.	3,009.60	Downtown Cross Street Improvements
Rieth Riley Construction Co.,	77,187.50	Berlin Place Site Concrete, Landscape Plantings and Bldg. #4 Roof Pavers
Abonmarche	1,872.50	Lincoln Way West & Charles Martin Sr. Dr. Improvements
EPOCH	16,200.00	Technology Resource Center
<u>422 FUND WEST WASHINGTON DEVELOPMENT AREA</u>		
Bokon Masonry, Inc	19,380.00	Gemini at Washington-Colfax Apartment Masonry & Stair Rep.
<u>429 FUND RIVER EAST DEVELOPMENT TIF</u>		
Plews Shadley Racher & Braun LLP	1,609.00	Environmental - General
Precision Wall Systems	435,109.50	Three Twenty at The Cascade-Glazed Assemblies
Earth Exploration, Inc.	581.25	Geotechnical Services for Howard Park Reconstruction
McCormick Engineering	4,335.00	Bowen St. Improvements
<u>430 FUND SOUTH SIDE TIF AREA #1</u>		
Kil Architecture Planning	1,897.42	Erskine Clubhouse Remodeling Ph II
Ziolkowski Construction, Inc.	63,756.00	Erskine Clubhouse Renovation
<u>452 TIF PARK BOND CAPITAL</u>		
Larson Danielson Construction	952,532.04	Riverfront Trail Improvements
Alliance	46,353.00	Howard Pk Redevelopment
Total	2,064,771.82	

RESOLUTION NO. 3476

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION
PLEDGING TAX INCREMENT FINANCE REVENUES
FOR THE PAYMENT OF SYSTEM DEVELOPMENT CHARGES
ON BEHALF OF UNITY GARDENS, LLC**

WHEREAS, the South Bend Redevelopment Commission (the “Commission”) exists and operates pursuant to I.C. 36-7-14, as amended (the “Act”); and

WHEREAS, the Commission and Unity Gardens, LLC (the “Developer”) entered into that certain Development Agreement, dated October 27, 2016 and amended on January 24, 2019 (collectively, the “Agreement”), concerning the Developer’s development of the Developer Property (as defined in the Agreement), including the construction of a new building (the “Project”), in the River West Development Area (the “Area”) of the City of South Bend, Indiana (the “City”); and

WHEREAS, as an incentive for and an inducement of the Developer’s construction of the Project, the City intends to assist the development by requesting an appropriation by and approval from the Commission for payment to the City on the Developer’s behalf an amount not to exceed One Thousand Four Hundred Fifty-Eight Dollars (\$1,458) for the system development charges (the “SDC”) computed and payable under the South Bend Municipal Code Sections 17-79 and 17-80 (together, the “SDC Ordinance”) in connection with the Developer’s construction of the Project; and

WHEREAS, the Commission desires to pledge tax increment finance revenues collected in the Area (the “TIF Revenues”) in an amount equal to the SDC for the Project, up to One Thousand Four Hundred Fifty-Eight Dollars (\$1,458), for the payment of the SDC on the Developer’s behalf and toward the completion of the Local Public Improvements (as defined in the Agreement); and

WHEREAS, pursuant to Section 36-7-14-39(b)(3)(G) of the Act, the Commission may expend the TIF Revenues to reimburse the City for the City’s expenditures made for local public improvements that are physically located in the Area; and

WHEREAS, the Commission anticipates that the City will expend funds for local public improvements that may serve both the Project and future developments in the Project’s vicinity, or other developments within the Area.

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

1. The Commission hereby pledges the TIF Revenues, in an amount not to exceed One Thousand Four Hundred Fifty-Eight Dollars (\$1,458), for the payment of the SDC on behalf of the Developer and approves the expenditure of the TIF Revenues to reimburse the City for qualifying costs expended on the Local Public Improvements using the following procedure:

(a) Upon issuance of a utility verification form, or other invoice for the SDC, by the City's Department of Public Works ("DPW") to the Developer in accordance with the provisions of the SDC Ordinance and DPW's internal operating procedures, the City's Department of Community Investment ("DCI"), acting on behalf of the Commission pursuant to this Resolution, will submit a copy of this Resolution to the City Engineer expressing the Commission's pledge of the TIF Revenues, up to One Thousand Four Hundred Fifty-Eight Dollars (\$1,458), for payment of the SDC.

(b) DCI, acting on behalf of the Commission pursuant to this Resolution, will coordinate with DPW and the City Engineer to identify the City's qualifying costs incurred for the Local Public Improvements for reimbursement by the Commission.

(c) After completion of the Local Public Improvements, and payment by the City of the costs of such improvements, the Commission will approve a claim in an amount equal to the SDC, not to exceed One Thousand Four Hundred Fifty-Eight Dollars (\$1,458), at the Commission's next regular meeting and pay such sum to the City in the ordinary course of business thereafter.

2. The Commission hereby authorizes and instructs Daniel Buckenmeyer, or his designee, of DCI, in coordination with legal counsel, to take on behalf of the Commission all necessary administrative actions to accomplish the purposes of this Resolution.

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

Signature Page Follows

ADOPTED at a meeting of the South Bend Redevelopment Commission held on February 28, 2019, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT
COMMISSION

David Varner, Vice President

ATTEST:

Donald E. Inks, Secretary



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: March 14, 2019
FROM: David Relos, Property Development Manager
SUBJECT: Resolution No. 3477 – Property Acquisition Authorization (618 W. Marion)

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

This item is for the acquisition of 618 W. Marion, which was added to the River West Development Area’s acquisition list by Resolution No. 3256 on November 10, 2014. It was added in an effort to clear a key target area at Charles Martin Dr. and LWW.

The property is a two story residence built in 1914 and is 1,248 square feet. It contains 3 bedrooms, 1 bath, has an enclosed front porch, and an assessed value of \$39,900. It was appraised last October with an average value of \$13,000, with its highest and best use being residential. The property however is zoned Mixed Use, and could, among other things, become a convenience store as a permitted use under that zoning classification.

This is the last remaining property to be acquired in this block fronting LWW, and staff believes the negotiated acquisition price of \$27,000 is reasonable considering there will be no relocation benefits because the property is currently vacant, and not acquiring the property could be a large hindrance to future development of this block.

Staff requests approval of Resolution No. 3477, to allow for the acquisition of this property.

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 \$ _____

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RESOLUTION NO. 3477

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION RELATED
TO ACQUISITION OF PROPERTY IN THE
RIVER WEST DEVELOPMENT AREA**

WHEREAS, under the authority granted by Indiana Code § 36-7-14, *et seq.* and in furtherance of the River West Development Area Plan (“Plan”), the South Bend Redevelopment Commission (“Commission”) has determined that it is necessary to acquire unencumbered fee simple interest in certain property located within the area designated as the River West Development Area (the “Area”) within the City of South Bend, Indiana (the “City”), which property is more particularly described at Exhibit A attached hereto and incorporated herein (“Property”); and

WHEREAS, on November 10, 2014, the Commission adopted Resolution No. 3256 amending the Plan and including the Property on the Area’s acquisition list; and

WHEREAS, two (2) independent appraisals of the Property were obtained in accordance with Indiana Code § 36-7-14-19(b), which average to Thirteen Thousand Dollars (\$13,000) (the “Average Appraised Value”); and

WHEREAS, the Commission previously authorized staff of the Commission to negotiate an offer for the purchase of the Property pursuant to Resolution 3466, provided that such offer did not exceed Twenty-Five Thousand Dollars (\$25,000) (the “Maximum Price”); and

WHEREAS, the owner of the Property would not agree to sell the Property at the Average Appraised Value or for less than the Maximum Price; and

WHEREAS, pursuant to Indiana Code § 36-7-14-19(b), the Commission may specifically authorize the acquisition of the Property at an amount exceeding the Average Appraised Value; and

WHEREAS, Commission staff has determined that the Property is integral for the purposes of the Plan and desires the Commission to authorize the acquisition of the Property.

NOW, THEREFORE, BE IT RESOLVED by the South Bend Redevelopment Commission that:

1. The Commission hereby authorizes and directs David Relos of the City’s Department of Community Investment, or his designee, in conjunction with legal counsel, to cause a purchase offer to be made in writing to the owners of the Property in the amount of Twenty-Seven Thousand Dollars (\$27,000) (“Purchase Agreement”), and to negotiate, prepare, and execute any documentation ancillary to the Purchase Agreement necessary to accomplish the acquisition of the Property in accordance with this Resolution and the Act.

2. This Resolution shall be in full force and effect upon its adoption.

ADOPTED at a Regular Meeting of the South Bend Redevelopment Commission held on March 14, 2019, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601.

**SOUTH BEND
REDEVELOPMENT COMMISSION**

David Varner, Vice President

ATTEST:

Donald E. Inks, Secretary

EXHIBIT A

PROPERTY DESCRIPTION

Lot Numbered 8 in Smith and Jackson's Subdivision of Lots Numbered 7, 8, 9, 12, 13, 14, and 15 in Kent and Garrison's Subdivision of Out Lot No. 1 in Henricks and Grant's Addition to the Town, now City of South Bend, as per plat thereof recorded October 14, 1909 in Plat Book 9, page 112 in the Office of the Recorder of Saint Joseph County, Indiana.

Commonly known as 618 Marion Street, South Bend, Indiana 46601

Parcel Key No. 018-1055-2355



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: March 14, 2019
FROM: David Relos, Property Development Manager
SUBJECT: Agreement to Buy and Sell Real Estate (618 W. Marion)

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

This Agreement to Buy and Sell Real Estate (Agreement) is for the acquisition of 618 W. Marion. This property is in a key redevelopment target area at Charles Martin Dr. and LWW, and is the last property in this block needing to be acquired.

The Agreement includes a 30 day due diligence period, with closing to be completed 30 days thereafter.

Staff requests approval of this Agreement, to allow for the acquisition of this property.

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 \$ _____

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AGREEMENT TO BUY AND SELL REAL ESTATE

This Agreement To Buy And Sell Real Estate (“Agreement”) is made by and between James B. Williams, Jr., and Doris E. Williams, of 18445 Greenleaf Dr., South Bend, Indiana 46637 (“Sellers”) and the City of South Bend, Indiana, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission (“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, cited as Indiana Code 36-7-14 (the “Act”).

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

C. The Property is situated in the River West Development Area and is set forth on the acquisition list related thereto, pursuant to Buyer’s Resolution 3256.

D. Sellers desire to sell the Property to the Buyer in accordance with Section 36-7-14-19 of the Act 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 Sellers agree as follows:

1. PURCHASE AND SALE OBLIGATION

Sellers agree 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 Sellers (the “Contract Date”).

2. PURCHASE PRICE

The purchase price for the Property shall be Twenty-Seven Thousand Dollars (\$27,000.00) (the “Purchase Price”), payable by Buyer to Sellers as described in Section 7 (the “Closing,” the date of which is the “Closing Date”).

3. BUYER’S DUE DILIGENCE

A. Investigation. Sellers acknowledge 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. Sellers authorize 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, however, that Buyer may not take any action upon the Property which reduces the value thereof; and further provided that Buyer shall promptly restore the Property to its condition prior to entry, and agrees to defend, indemnify, and hold Sellers 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 Sellers, including without limitation, reasonable attorney fees and costs arising from acts or omissions of Buyer or Buyer's agents or representatives.

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

4. PRESERVATION OF TITLE AND CONDITION

A. After the date Sellers receive a copy of this Agreement as described in Section 1, Sellers 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 Sellers' title (such matters are referred to as "Encumbrances").

B. Sellers hereby covenant that Sellers will not alter the condition of the Property at any time after the date Sellers receive a copy of this Agreement as described in Section 1. Further, Sellers 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

Sellers acknowledge 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 Sellers (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 Sellers 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 Sellers represent and warrant to Buyer that Sellers own fee simple title to the Property and are fully empowered to sell the Property to Buyer under the terms and conditions stated in this Agreement. Additionally, Sellers represent and warrant that they have 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 Sellers, 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 Sellers, conditioned on Sellers' 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 and casualty excepted.

C. Conditions Precedent to Closing. Unless waived by the Parties before or at Closing, the following shall be a condition precedent to Closing: Buyer shall have no obligation to complete the transaction contemplated in this Agreement unless Sellers

remove 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 Sellers, and Buyer, in its sole discretion, may choose to exercise possession of and control over any such personal property.

F. Sellers' Due Diligence. Sellers acknowledge that Sellers have conducted their own due diligence and acknowledge that the Purchase Price is fair and reasonable and waive any right that Sellers 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 Sellers as to the condition of the property or its fitness for any particular use or purpose. Sellers offer 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

Sellers 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 Sellers are represented by any broker in connection with the transaction contemplated in this Agreement. Buyer and Sellers 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 Sellers, 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 Sellers and Buyer and supersedes all prior discussions, understandings, or agreements between Sellers 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 Sellers, 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 Buyer represent and certify that they are the duly authorized representatives of Buyer 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 March 2019.

BUYER:

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

By:

David Varner, Vice President

ATTEST:

By:

Donald E. Inks, Secretary

SELLERS:

James B. Williams, Jr.

Doris E. Williams

EXHIBIT A

Description of Property

Lot Numbered 8 in Smith and Jackson's Subdivision of Lots Numbered 7, 8, 9, 12, 13, 14, and 15 in Kent and Garrison's Subdivision of Out Lot No. 1 in Henricks and Grant's Addition to the Town, now City of South Bend, as per plat thereof recorded October 14, 1909 in Plat Book 9, page 112 in the Office of the Recorder of Saint Joseph County, Indiana.

Commonly known as 618 Marion Street, South Bend, Indiana 46601

Parcel Key No. 018-1055-2355

EXHIBIT B

Form of Warranty Deed

AUDITOR'S RECORD

TRANSFER NO. _____

TAXING UNIT _____

DATE _____

KEY NO. 018-1055-2355

WARRANTY DEED

THIS INDENTURE WITNESSETH, that James B. Williams, Jr., and Doris E. Williams (the "Grantors")

CONVEY AND WARRANT 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"):

Lot Numbered 8 in Smith and Jackson's Subdivision of Lots Numbered 7, 8, 9, 12, 13, 14, and 15 in Kent and Garrison's Subdivision of Out Lot No. 1 in Henricks and Grant's Addition to the Town, now City of South Bend, as per plat thereof recorded October 14, 1909 in Plat Book 9, page 112 in the Office of the Recorder of Saint Joseph County, Indiana.

Commonly known as 618 Marion Street, South Bend, Indiana
46601

Parcel Key No. 018-1055-2355

The Grantors hereby convey 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

GRANTORS:

James B. Williams, Jr.

Doris E. Williams

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

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared James B. Williams, Jr., and Doris E. Williams, and acknowledged the execution of the foregoing Warranty Deed as their true act and deed.

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: March 14, 2019
FROM: David Relos, Property Development Manager
SUBJECT: Real Estate Purchase Agreement (2020 S. Main)

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

This Purchase Agreement is for the former EMI site at 2020 S. Main. This property was transferred from the County in 2009 after being up for tax sale for multiple years, and ultimately cleared and taken through the disposition process with an average appraised value of \$57,350 in 2012.

Staff has been approached with a \$60,000 offer to acquire the site. It appears from preliminary discussions that the portion needed to accommodate the retail development will be a little more than half the site, so the offer price will be prorated accordingly. The remaining portion will be retained for future development opportunities.

The property is planned to be rezoned Mixed Use, replatted, and must go through our Planning Team's review for site layout, pedestrian and vehicular accessibility, and building articulation.

Staff requests approval of this Agreement, to allow for the sale of a portion of this property.

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

1400S County-City Building | 227 W. Jefferson Blvd. | South Bend, Indiana 46601 | p 574.235.9371 | f 574.235.9021 | www.southbendin.gov

REAL ESTATE PURCHASE AGREEMENT

This Agreement is made as of the Acceptance Date (defined in Paragraph 2) by and between CITY OF SOUTH BEND, DEPARTMENT OF REDEVELOPMENT, ACTING BY AND THROUGH ITS GOVERNING BODY, THE SOUTH BEND REDEVELOPMENT COMMISSION ("Seller"), and DEARBORN LAND INVESTMENT, LLC, an Ohio limited liability company, or its nominee or assignee ("Buyer").

1. Property. Seller owns and desires to sell to Buyer, and Buyer desires to purchase from Seller, the 1.09± acres of real property commonly known as 2020 S. Main Street, South Bend, St. Joseph County, Indiana, and identified by Tax Parcel Numbers 71-08-13-355-002.000-026, 71-08-13-355-003.000-026, and 71-08-13-355-004.000-026 as depicted on Exhibit "A" attached hereto and made a part hereof, together with all improvements now located on or in such real property and all rights, privileges, and easements appurtenant to such real property, and all of Seller's right, title and interest in and to any adjacent streets, alleys and rights of way (collectively, the "Property"), on the terms and conditions contained in this Agreement.

2. Purchase Price. The purchase price for the Property shall be \$60,000. Earnest money of \$1,500 (the "First Deposit") will be deposited with First American Title Insurance Company, Skylight Office Tower, 1660 West Second Street, Suite 700, Cleveland, Ohio 44113, Phone: (216) 802-3502, Facsimile Number: (714) 481-2529, Email: rgroetsch@firstam.com, Attn: Rebecca S. Groetsch (the "Escrow Agent") within fourteen (14) business days after the Acceptance Date and applied toward the purchase price. For purposes of this Agreement, the "Acceptance Date" shall be that day upon which this Agreement has been both (a) fully executed by Buyer and Seller, and (b) delivered to Buyer.

3. Title Defects.

(a) Buyer will order a commitment for an owner's policy of title insurance during the First Review Period (defined in Paragraph 5) with respect to the Property (the "Commitment"). The Commitment shall be in a form satisfactory to Buyer and shall commit to insure good and marketable title in fee simple, free and clear of all liens, encumbrances, easements, conditions or restrictions, except those that are acceptable to Buyer ("Permitted Exception(s)").

(b) If an exception to title not acceptable to Buyer appears on the Commitment, Buyer shall give Seller notice of the exception within thirty (30) days after receipt of both the Commitment and a current survey of the Property. Seller shall have a reasonable period, not to exceed thirty (30) days after notice from Buyer (the "Cure Period"), to remove the exception. If Seller cannot or will not do so within the Cure Period, then Buyer shall have the right (but not the obligation) to either (i) accept title to the Property subject to the exception, which shall then become a Permitted Exception, without reduction in the purchase price; or (ii) cancel and terminate this Agreement and receive a refund of all sums deposited pursuant to this Agreement. For purposes of clarification, in no event shall an exception that has been removed from the Commitment thereafter be deemed a Permitted Exception hereunder. Seller shall be required to remove at Closing (hereinafter defined) those exceptions that can be removed by paying an ascertainable sum of money such as mortgages, land contracts, liens, unpaid taxes, and special assessments.

4. Conveyance. Seller shall convey the Property to Buyer or its nominee by General Warranty Deed (the "Deed"), in recordable form, subject only to the Permitted Exceptions.

5. Closing. The closing of the purchase of the Property (the "Closing") shall be through escrow with Escrow Agent and shall occur within thirty (30) days after Buyer's delivery of a written closing notice to Seller and Escrow Agent. If the Closing Conditions (defined in Paragraph 7) have not been satisfied in Buyer's sole discretion by the end of the third (3rd) calendar month following the Acceptance Date ("First Review Period"), Buyer may extend such Review Period for up to two (2) additional Review Periods of three (3) calendar months each (respectively, the "Second Review Period" and "Third Review Period") by delivering written notice of each such election to Seller and Escrow Agent and simultaneously delivering to Escrow Agent an additional earnest money deposit of \$1,000 for each such extension (the "Second

Deposit” and “Third Deposit”, respectively), which sums shall be applicable to the purchase price and, except in the event of Seller’s default, or Buyer’s determination that item (e) of Paragraph 7 cannot be satisfied, shall become nonrefundable upon the expiration of the associated Review Period. (The First Review Period, Second Review Period and Third Review Period are sometimes hereinafter referred to collectively as the “Review Period”. The First Deposit, Second Deposit and Third Deposit are sometimes hereinafter referred to collectively as the “Deposits”.) If Buyer elects, prior to the expiration of the First Review Period, not to proceed under the Agreement, Buyer shall be entitled to terminate the Agreement, for any reason or for no reason, in which event the First Deposit shall be returned to Buyer.

6. Survey and Investigations. After the Acceptance Date, Buyer and its designated agents may enter the Property, at reasonable times, for the purpose of making surveys, inspecting the physical condition of the Property, and making soil and environmental tests or borings, provided that such operations are solely at Buyer’s expense and do not damage the Property. Seller agrees to cooperate with Buyer in its investigations and in its efforts to satisfy any contingencies with respect to its development of the Project, including the execution of related documentation. Within ten (10) days after the Acceptance Date, Seller shall deliver to Buyer, without charge, copies of all information knowingly in its possession relating solely to the Property, including, without limitation, any leases encumbering the Property; surveys; utility location information; soil and engineering studies or reports; environmental or hazardous waste audits; notices of violation or noncompliance with any environmental or hazardous substance requirements; and any other reports, studies, site plans and development information pertaining to the Property.

7. Conditions. Notwithstanding anything to the contrary contained in this Agreement, if the following items (collectively, the “Closing Conditions”) have not been satisfied in favor of and to Buyer’s complete satisfaction, as determined by Buyer at any time prior to the Closing, Buyer shall be entitled to terminate this Agreement, whereupon all refundable monies deposited by Buyer pursuant to this Agreement shall be returned to Buyer and monies rendered non-refundable shall be remitted to Seller. Said return and/or release shall be initiated by Buyer’s written notice to Seller and Escrow Agent in accordance with Paragraph 16 and, within seven (7) days thereafter, Escrow Agent shall disburse the Deposits pursuant to the previous sentence and the parties hereto shall thereafter be released from any and all obligations under this Agreement. The Closing Conditions are: (a) approval of the Property by any prospective tenant and/or assignee of Buyer (the “Project”); (b) obtaining financing for the Project upon terms and conditions acceptable to Buyer in Buyer’s sole and absolute discretion; (c) acquiring all final, non-appealable, zoning, traffic, DOT Permits and any other land use designations, approvals and permits as are necessary or required by any governmental or quasi-governmental entities for Buyer’s intended use of the Property, all as determined in Buyer’s sole discretion, including the subdivision or lot split of Seller’s parcel if required to create the Property; (d) availability and adequacy of utilities, either public or private; (e) absence of wetlands, hazardous wastes, or other adverse environmental or physical conditions; (f) annexation of the Property, if necessary; (g) approval from applicable governmental authorities of full access to South Main Street from the Project; and (h) acquiring any necessary easements.

Notwithstanding anything to the contrary contained in this Agreement, with respect to item (e) contained in this Paragraph 7, in no event shall the Deposits be deemed nonrefundable until such time Buyer has completed all of its environmental investigations as necessary to determine if such Closing Condition has been satisfied, in its sole discretion.

8. Covenants of Seller.

(a) Seller, at its sole expense, shall deliver possession of the Property to Buyer at Closing, free from any rights of possession of anyone whomsoever.

(b) From and after the Acceptance Date, Seller shall not: (i) suffer or permit any third party to adversely affect Seller’s title to or interest in the Property, and will not suffer or permit to be created any exceptions to the title of the Property other than the Permitted Exceptions; or (ii) enter into any contracts or agreements pertaining to the Property.

9. Building Design Review. Buyer agrees to build on the Property one (1) retail building (the “Building”). In addition to obtaining any and all approvals required by applicable

laws for its construction of the Building, Buyer will, before the Closing Date, cooperate in good faith with the City Planner for the City of South Bend, or his designee (the "City Planner") in developing its construction design and plans for the Building (the "Construction Plan"). Unless the City Planner, in his sole discretion, approves the following elements of the Construction Plan, Seller will have no obligation to close the transaction contemplated in this Agreement: (i) building articulation, (ii) ground floor interaction with street frontages, (iii) vehicular and pedestrian access, and (iv) final site plan. Buyer and Seller agree, in concept, to the preliminary site plan and aerial site plan attached hereto as Exhibit "B", and preliminary building elevations attached hereto as Exhibit "C", all subject to further modifications as may be required by the City Planner.

Once the engineered site plans have been approved by the City and land remains unneeded for the intended development, within five (5) days of notification to Seller of the final site plan's approval, Seller shall have the right to notify Buyer of its decision to retain such unneeded land. Seller may also elect, at its discretion, prior to Closing, to replat the Property into two lots, and the southernmost lot will be the Property to be sold to Buyer, and the northern lot will be retained by Seller. Seller agrees that any such replatting will be commenced within thirty (30) days of its notification to Buyer to retain such unneeded land, and shall be a condition precedent of Closing.

If Seller makes such election and provides notice to Buyer, then, prior to Closing, this Agreement shall be amended to modify the adjusted size of the Property, along with a proportionate reduction to the purchase price.

10. Representations and Warranties of Seller. In order to induce Buyer to enter into this Agreement, Seller represents and warrants to Buyer that: (a) fee simple ownership of the Property is vested solely in Seller and no other person or entity has any right, title, or interest in or to the Property; (b) no proceedings of any type (including condemnation or similar proceedings), to Seller's knowledge, are being contemplated against the Property or any part thereof; (c) the Property is not subject to any leases (written or oral), unrecorded easements, options to purchase, rights of first purchase or refusal, or any other agreement or contract to use, lease, or purchase the Property; and (d) to the best of Seller's knowledge: (i) no hazardous substances have been stored or used on the Property by Seller, and (ii) there are presently no hazardous substances in, on, or under the Property. All representations and warranties contained in this Paragraph 10 or elsewhere in this Agreement shall be deemed remade as of Closing and shall survive Closing. Notwithstanding anything contained in this Agreement, Seller makes no representations or warranties with regard to the Property's fitness for any particular use or purpose.

11. Provisions with Respect to Closing. On or before the date of Closing: (a) Seller shall deliver to Escrow Agent (i) the Deed, (ii) all necessary executed state, county and municipal real estate transfer declarations (if any), (iii) a "Seller's Affidavit", as required by the title insurer, (iv) a "Non-Foreign Seller Affidavit", in compliance with Section 1445 of the Internal Revenue Code, and (v), in the event Seller is a business entity, Seller's formation documents, incumbency certificate, and evidence of authority to consummate this Agreement; and (b) Buyer shall deliver to Escrow Agent the purchase price, less the Deposits and any other deductions permitted by this Agreement. Provided that both parties have timely delivered to Escrow Agent the foregoing items, the time provided for Closing in Paragraph 5 shall automatically extend for such time as the Escrow Agent reasonably needs to complete the Closing process (e.g., filing of deeds or other documents, obtaining governmental approval of legal descriptions, etc.).

12. Adjustments at Closing. Adjustments to the purchase price between Seller and Buyer shall be made by Escrow Agent for the following items, prorated on a per diem basis as of 11:59 p.m. of the day preceding the date of Closing: (a) real estate taxes and other state or city taxes, charges and assessments, not yet due and payable, on the basis of the calendar year for which the same are levied or assessed (if the rate of any such taxes, charges or assessments shall not be fixed before the date of the Closing, the adjustment thereof at the Closing shall be calculated in accordance with local custom) and there shall be no later re-prorations; and (b) water and sewer rents, fees, and charges with respect to the Property. Seller shall pay in full, by deduction from the purchase price, any assessments, either general or special, whether material or immaterial, for improvements completed prior to Closing, the amount of any stamp tax, state, county, or local transfer tax, and similar fees imposed upon the conveyance of real property by

applicable law, any land use change tax or assessment, any rollback tax or other assessment due pursuant to any agricultural property tax recoupment program, the cost of an owner's policy of title insurance in the amount of the purchase price with respect to the Property, and one-half (1/2) of the escrow fee. All other fees, recording costs, charges or expenses incidental to the sale and transfer of the Property to Buyer, except as otherwise expressly provided herein, shall be paid according to the custom of real estate transactions consummated in the county in which the Property is located, as determined by Escrow Agent. All bills for utility services to the Property shall also be paid in full by Seller as of the Closing, and all such utility services shall be transferred by Seller into Buyer's name.

32. Waiver. The exercise (or failure to exercise) of any one of Buyer's rights or remedies under this Agreement shall not be deemed to be in lieu of, or a waiver of, any other right or remedy contained herein or provided by law, except to the extent inconsistent herewith.

14. Remedies.

(a) If Seller defaults in any of its obligations under this Agreement, then provided Buyer is not in default hereunder (and provided Buyer has notified Seller of the specific nature of the default and allowed Seller a ten (10) business day period to cure such default (the "Remedy Period")), Buyer may either: (i) declare this Agreement terminated, in which event all the Deposits shall be returned to Buyer and thereafter all rights and obligations of the parties hereunder shall be terminated; or (ii) enforce specific performance of Seller's obligations under this Agreement.

(b) If Buyer defaults in any of its obligations under this Agreement, then provided Seller is not in default hereunder (and provided Seller has notified Buyer of the specific nature of the default and allowed Buyer the Remedy Period), Seller may declare this Agreement terminated, in which event the Deposits shall be forfeited to Seller as liquidated damages and as Seller's sole and exclusive remedy, and all other rights and obligations of the parties hereunder shall be terminated.

15. Commissions. Pursuant to the terms of a separate agreement between Buyer and FM Stone ("Broker"), Buyer shall pay at Closing any real estate brokerage commission due Broker in connection with this transaction. Seller represents that it has not dealt with any brokers and hereby agrees to indemnify and hold Buyer harmless with respect to any claim, including the cost of counsel fees, made by any real estate broker claiming to have represented Seller in connection with this transaction. Buyer represents that it has not dealt with any brokers other than Broker and hereby agrees to indemnify and hold Seller harmless with respect to any claim, including the cost of counsel fees, made by any real estate broker claiming to have represented Buyer in connection with this transaction.

16. Notices. All notices, requests, waivers, and other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery (a) by hand; (b) by sender to the applicable carrier if sent postage prepaid by United States Registered or Certified Mail, Return Receipt Requested; (c) by sender to a nationally recognized overnight express mail courier; or (d) by electronic transmission to the following email addresses or facsimile numbers (with notification of receipt):

(a) If intended for Buyer: to Dearborn Land Investment, LLC, 14600 Detroit Avenue, Suite 1500, Lakewood, Ohio 44107, Email: cofftermatt@zarembagroup.com, Facsimile Number: (216) 227-1786, Attn: Carrie Offermatt, Real Estate Transaction Manager, with a copy to Escrow Agent;

(b) If intended for Seller: to David Relos, City of South Bend, 1400 South, 227 W. Jefferson Blvd., South Bend, IN 46601, Email: drelos@southbendin.gov, with a copy to Escrow Agent;

or to such other addresses or facsimile numbers as Seller or Buyer shall have given notice of to the other as herein provided.

17. Time Periods. Any time period provided for herein which shall end on a weekend or legal holiday shall extend to 5:00 p.m. of the next business day.

18. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

19. Assignment. Seller hereby agrees that Buyer may, at any time after the date hereof, assign or otherwise transfer all of Buyer's right, title and interest in and to this Agreement to an entity under common control with Buyer. Buyer shall not assign this Agreement to an unrelated third party without the prior written consent of Seller.

20. Married Seller. If Seller is married, Seller's spouse shall also sign this Agreement and join in the conveyance.

21. Escrow Agreement. Escrow Agent joins herein for the purpose of agreeing to serve as Escrow Agent, subject to the provisions of this Agreement. By signing this Agreement, Seller and Buyer agree that:

(a) in performing any of its duties hereunder, Escrow Agent shall not be liable for any loss, costs or damage which it may incur as a result of serving as Escrow Agent, except to the extent arising out of its willful default or gross negligence;

(b) Seller and Buyer shall each indemnify and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and disbursements, which may be incurred by Escrow Agent in connection with its serving as Escrow Agent hereunder, except to the extent resulting from Escrow Agent's willful default or gross negligence in performing its obligations hereunder;

(c) in the event of dispute between any of the parties hereto, sufficient in the discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction all money or property held by it under the terms of this Agreement and to file such legal pleadings as it deems appropriate and upon receipt of said money or property by such court, Escrow Agent shall be discharged from any and all further responsibility with respect to this Agreement. Escrow Agent shall be entitled to withdraw from the Escrow Fund its reasonable costs of filing such pleadings;

(d) the parties agree and acknowledge that the Escrow Agent has no liability in connection with Deposit in the event of failure or insolvency of the financial institution in which the Deposit is deposited, so long as it is a reputable institution at the time the Deposit is made; and

(e) in its capacity as Escrow Agent, Escrow Agent shall not be responsible for the genuineness or validity of any security, instrument, document or item deposited with it, and shall have no responsibility other than to faithfully follow the instructions contained herein, and it is fully protected in acting in accordance with any written instrument given to it hereunder by any of the parties hereto and believed by Escrow Agent to have been signed by the proper person. Escrow Agent may assume that any person purporting to give any notice hereunder and representing that they have authority to do so has been duly authorized to do so.

22. Original Agreement. The parties hereby agree that a facsimile or electronic mail copy of this Agreement may be transmitted by either party and deemed an original for purposes hereof.

23. Like Kind Exchange. Each party agrees to cooperate with the other, at the requesting party's election (and at the requesting party's cost), in effecting a tax-deferred, like-kind exchange with respect to the Property, pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended.

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

25. Dispute Resolution and 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.

26. 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.

27. 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.

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

29. Binding Effect. All the terms and conditions of this Agreement will be effective and binding upon the Parties and their successors and assigns at the time the Agreement is fully signed and delivered by Buyer and Seller.

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

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

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES:

Donald E. Inks

Mary Brazinsky



Susan K. Albers



Doris E. Ardo

SELLER:

CITY OF SOUTH BEND
DEPARTMENT OF
REDEVELOPMENT, ACTING BY AND
THROUGH ITS GOVERNING BODY,
THE SOUTH BEND REDEVELOPMENT
COMMISSION

By: _____

Its: _____

35-6001201
Federal Employer Identification Number

Date: _____

BUYER:

DEARBORN LAND INVESTMENT, LLC,
an Ohio limited liability company


By: _____

Al Sulin
Its: Vice President

Date: 3-12-2019

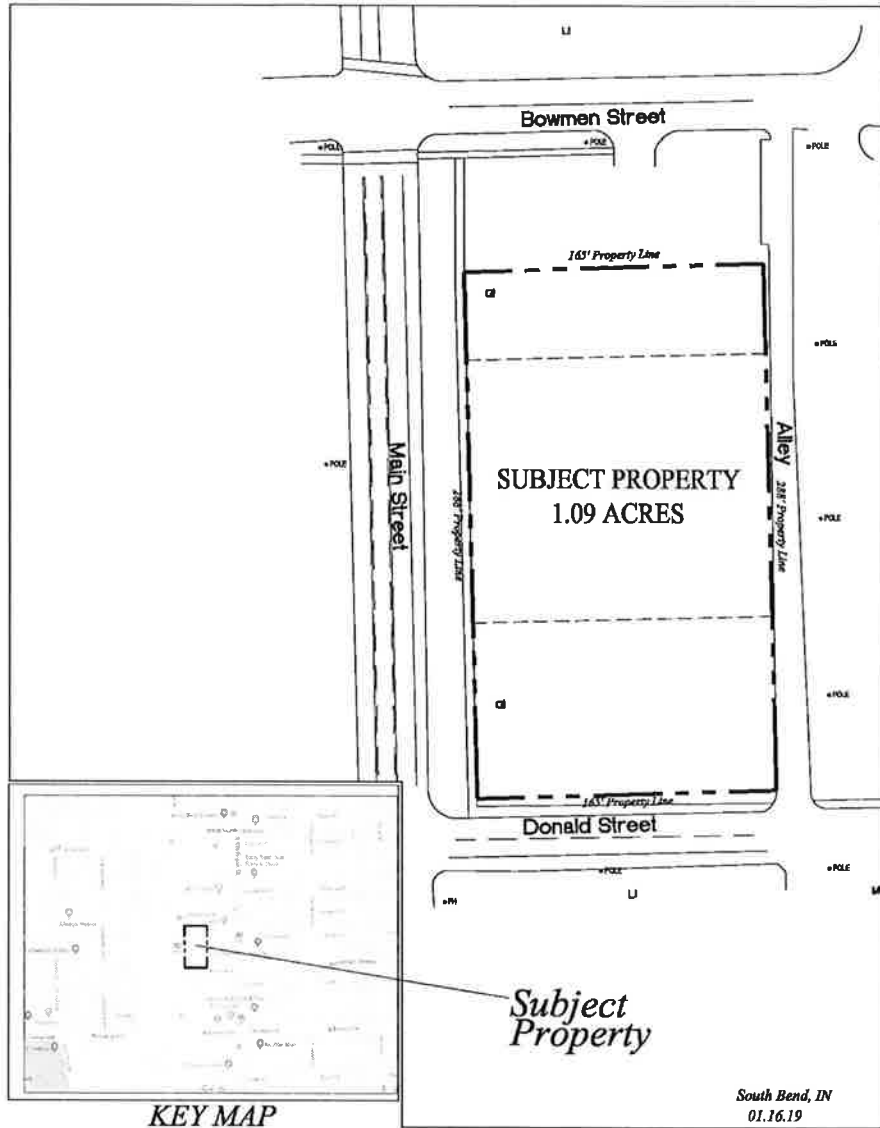
ESCROW ACKNOWLEDGEMENT
(with respect to Paragraph 21 hereof only):

FIRST AMERICAN TITLE INSURANCE
COMPANY

By: _____

Rebecca S. Groetsch

EXHIBIT A



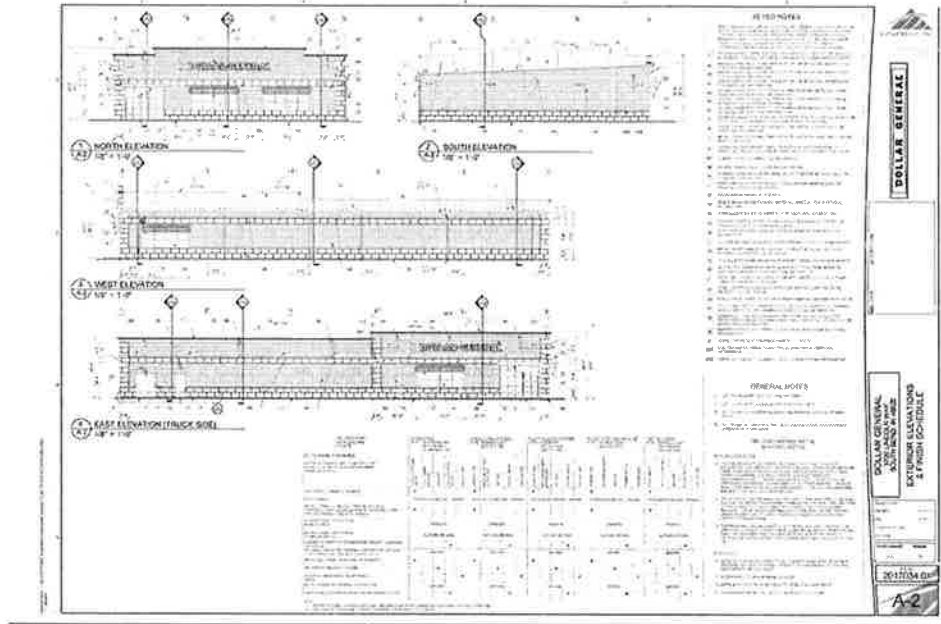
KEY MAP

South Bend, IN
01.16.19

EXHIBIT "B"



EXHIBIT "C"



FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT

This Fourth Amendment to Development Agreement (this “Fourth Amendment”), is effective as of March 14, 2019 (the “Fourth Amendment Effective Date”), by and between the City of South Bend, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission (the “Commission”), and Heading for Home LLC, a Delaware limited liability company with offices at 501 W. South St., South Bend, Indiana 46601 (the “Developer”) (each, a “Party,” and collectively, the “Parties”).

RECITALS

A. The Parties entered into that certain Development Agreement dated August 25, 2016, as amended by the First Amendment, dated June 15, 2017, the Second Amendment, dated April 26, 2018, and the Third Amendment, dated June 28, 2018 (collectively, the “Development Agreement”), concerning the Developer’s development of the Developer Property as a mixed-use project including, without limitation, residential, commercial, and retail/hospitality uses.

B. In accordance with and subject to the terms of the Development Agreement, the Commission agreed to expend no more than Four Million Ninety-Three Thousand Dollars (\$4,093,000.00) (the “Funding Amount”) to complete certain Local Public Improvements in support of the Developer’s construction on the Developer’s Property.

C. Pursuant to Section 5.2(c) of the Development Agreement, bids were received for the Local Public Improvements by the City of South Bend Board of Public Works (the “Board”), as the Commission’s agent, and the winning bid exceeded the Funding Amount.

D. At its public meeting on June 26, 2018, the Board conditionally awarded the contract for the Local Public Improvements (the “LPI Contract”) upon the Commission’s increase of the Funding Amount by Forty-Five Thousand Dollars (\$45,000.00) (the “Funding Amount Increase”).

E. The Commission increased the Funding Amount to accommodate the LPI Contract; however, the actual Funding Amount Increase should have been Ninety-Five Thousand Dollars (\$95,000), which error the Parties desire to correct in accordance with the terms of the Development Agreement and as set forth herein.

F. Additionally, the Parties desire to extend the Mandatory Project Completion Date to accommodate continued work on the Project.

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

1. In Section 1.3 of the Development Agreement, which defines the Commission’s Funding Amount, the term “Four Million Ninety-Three Thousand Dollars (\$4,093,000.00)” shall be deleted and replaced with the term “Four Million One Hundred Forty-Three Thousand Dollars (4,143,000.00).”

2. Section 4.5 of the Development Agreement shall be deleted in its entirety and replaced with the following:

The Developer hereby agrees to complete the Project and any other obligations the Developer may have under this Agreement on or before June 30, 2019 (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.

3. The Developer hereby expressly reaffirms its obligation under Section 5.2(d) of the Development Agreement to pay all costs of completing the Local Public Improvements, including the Funding Amount Increase, which amount shall be paid to the Commission within five (5) business days of the Fourth Amendment Effective Date.

4. Unless expressly modified by this Fourth Amendment, the terms and provisions of the Development Agreement remain in full force and effect.

5. Capitalized terms used in this Fourth Amendment will have the meanings set forth in the Development Agreement unless otherwise stated herein.

6. The recitals set forth above are hereby incorporated into the operative provisions of this Fourth Amendment.

7. This Fourth Amendment will be governed and construed in accordance with the laws of the State of Indiana.

8. This Fourth 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.

SIGNATURE PAGE FOLLOWS

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

COMMISSION:

CITY OF SOUTH BEND,
DEPARTMENT OF REDEVELOPMENT

David Varner, Vice President

ATTEST:

Donald E. Inks, Secretary

DEVELOPER:

HEADING FOR HOME LLC,
a Delaware limited liability company

By: _____
Name: Andrew Berlin
Title: Manager

**LICENSE AGREEMENT
FOR TEMPORARY USE OF REDEVELOPMENT COMMISSION PROPERTY**

This License Agreement (this “Agreement”) is made on March 14, 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 Downtown South Bend, Inc., an Indiana non-profit corporation with a registered office address of 217 S. Michigan St., South Bend, Indiana 46601 (the “Company”) (each a “Party,” and collectively, the “Parties”).

RECITALS

WHEREAS, the Commission owns certain real property and improvements located within the River West Development Area of the City of South Bend, Indiana (the “City”), as more particularly described in **Exhibit A** attached hereto (the “Property”); and

WHEREAS, Southhold, LLC (“Southhold”) retains or will acquire certain rights of access to the Property, including rights pursuant to the Temporary Access Agreement between Southhold and the Commission dated July 16, 2015, and any subsequent agreement between Southhold and the Commission; and

WHEREAS, the Company desires temporary access to the Property for the purpose of conducting various events throughout the year (each an “Activity” and collectively the “Activities”), as described in the proposal attached hereto as **Exhibit B** (the “Activity Proposal”); and

WHEREAS, the Commission is willing to permit the Company to gain access to and temporarily use the Property for the Activities, subject to the terms and conditions set forth in this Agreement.

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

1. The Commission grants to the Company, its agents, employees, and invitees, a temporary, non-exclusive license to enter and use the Property for the purpose of conducting the Activities, provided that the Company’s use of the Property is reasonable at all times and comports with the terms of the Activity Proposal, the terms of this Agreement, and all applicable laws. The Company understands that the Property is comprised of the area commonly known as the Gridiron alone, and this Agreement does not permit the Company to use the alleys, parking lots, or sidewalks adjacent to the Property.

2. The Company’s license to use the Property for the Activities shall be effective for the times stated in the Activity Proposal, provided, however, that the Commission or the Commission’s authorized representative may revoke and terminate the license at any time for any reason, as determined in its, his, or her sole discretion. The Company agrees that it will not store any supplies, materials, goods, or personal property of any kind on the Property or otherwise use the Property for any purposes except during the time of the license stated in the foregoing sentence.

Immediately upon the completion of each Activity, the Company will remove from the Property all supplies, materials, goods, and personal property (including trash) used in connection with the Activity. At all times during the period of the Activities, the Company will keep the Property in good order and condition.

3. The Company understands and agrees that the Commission shall not be liable for any loss, damage, destruction, or theft of the Company's property or any bodily harm or injury that may result from the Company's use of the Property. The Company understands and agrees that it will at all times be solely responsible for the safety and security of all persons on the Property and any property the Company uses or stores on the Property in connection with the Activities.

4. The Company shall not, without the prior written consent of the Commission, cause or permit, knowingly or unknowingly, any hazardous material to be brought or remain upon, kept, used, discharged, leaked, or emitted at the Property.

5. The Company understands and agrees that it will secure in its own name and at its own expense all necessary permits and authorizations needed in order to conduct the Activities.

6. The Company understands and agrees that it will, at its own expense, observe and comply with all applicable statutes, laws, ordinances, requirements, orders, rules, and regulations of all governmental authorities in relation to the Activities conducted on the Property.

7. The Commission reserves the right to use the Property during the term of this Agreement for any purpose that does not substantially interfere with or obstruct the Company's permitted use of the Property in accordance with the Activity Proposal and the other terms of this Agreement.

8. To the extent that any portion of the Property is disturbed or damaged in connection with the Company's use of the Property, the Company, at the Company's sole expense, shall restore the Property to the condition that existed immediately prior to such disturbance or damage to the satisfaction of the Commission.

9. The Company agrees and undertakes to indemnify and hold the City and the Commission, and their respective agents, employees, successors, assigns, and licensees harmless from any liability, loss, costs, damages or expenses, including attorneys' fees, which the City or the Commission may suffer or incur as a result of any claims or actions which may be brought by any person or entity arising out of the approval granted herein by the Commission or the Company's use of the Property. If any action is brought against the City or the Commission, or their respective agents, employees, successors, or assigns, in connection with the Activities, the Company agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein.

10. The Company, at the Company's sole expense, shall maintain during the term of this Agreement commercial general liability insurance covering the Company and the Activities in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence. The Company agrees to include the Commission and the City as additional insureds on any such policy and

produce to the Commission a certificate of insurance evidencing the same. To the extent that the Commission or the City is harmed as a result of the Company's use of the Property, the Company hereby grants the Commission first priority on any proceeds received from the Company's insurance. Notwithstanding anything in this Agreement to the contrary, neither the Commission nor the City waive any governmental immunity or liability limitations available to them under Indiana law.

11. 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.

IN WITNESS WHEREOF, the Parties have each executed this Agreement to be effective as of the Effective Date stated above.

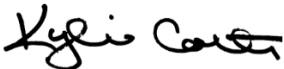
SOUTH BEND REDEVELOPMENT COMMISSION

Dave Varner, Vice-President

ATTEST:

Donald E. Inks, Secretary

**DOWNTOWN SOUTH BEND, INC.,
an Indiana non-profit corporation**

By: 
Printed: Kylie Carter
Its: Director of Marketing & Events

CONSENT OF SOUTHHOLD, LLC

Southhold, LLC hereby consents to the foregoing License Agreement between the South Bend Redevelopment Commission and Downtown South Bend, Inc.

**SOUTHHOLD, LLC,
an Indiana limited liability company**

By: _____
Printed: _____
Its: _____

EXHIBIT A

Description of Property

The portion of the following property commonly known as the Gridiron:

Lot 1 of the recorded plat of Hall of Fame Second Minor Subdivision, recorded on July 22, 2015, as Document No. 1518735, in the Office of the Recorder of St. Joseph County, Indiana. [Parcel Key No. 018-3091-347405]

EXHIBIT B

Activity Proposal

First Fridays

First Friday April through December, 5:00 p.m. to 9:00 p.m.

First Fridays is a time that businesses open their doors to host live musical performances, demonstrations, classes, kids' activities, art receptions, food and drinks specials, and much more.

Egg Stravaganza

April 13th – 10:00 a.m. to 4:00 p.m.

Egg Stravaganza is the celebration of the arrival of spring in downtown South Bend, with family-friendly games and activities taking place on the Gridiron and throughout downtown.

Summer Fitness Series

Saturdays, 7:30 a.m. to 11:30 a.m., June 8 through September 1

Free outdoor fitness classes are offered throughout the summer each Saturday morning, with yoga at 8 a.m., Zumba at 9 a.m., and a rotating third hour of various fitness classes like piloxing and kickboxing.

Summer Film Series

Second Saturday of each summer month, June 8, July 13, and August 10, from 5:00 p.m. to 11:30 p.m.

The public is invited to watch a free screening of a film outdoors on the Gridiron at dusk, with a pre-movie celebration featuring activities themed to the selected film.

Art Beat

August 17th - A day-long celebration of the arts in downtown South Bend, featuring nearly 1000 local visual, performing, and culinary artists and a Community Art Project.

Downtown Trick or Treating

October 25th – Bring your children for an evening of Trick or Treating Downtown! 5:00 pm to 7:00 pm.

Downtown for the Holidays

December 6 – 24

A celebration of the Holidays in downtown South Bend, with holiday decorations, a tree-lighting ceremony, visits with Santa, free cookie decorating, holiday entertainment, and much more.

Look for the little red and white house located next to The South Bend Chocolate Café. Santa's House is a great place to spend one-on-one time with the "big guy." Don't forget to bring your wish list and a camera. After your visit with Santa head inside to the Workshop where you can spend time with family and friends doing all sorts of activities having fun. Coloring, holiday movies, hands-on activities and demonstrations. Live musical performances throughout the month. Visit Santa's Gingerbread Village to see the beautiful gingerbread creations by "kids" of all ages and don't forget to vote for your favorite. Stop by the downtown information table for special offerings by downtown merchants and businesses.