

## FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "First Amendment") is made on January 9, 2020, by and between the South Bend Redevelopment Commission, the governing body of the City of South Bend Department of Redevelopment (the "Commission"), and 112 West Jeff LLC (the "Developer") (each a "Party," and collectively the "Parties").

### RECITALS

A. The Commission and the Developer entered into a Development Agreement dated September 13, 2019 (the "Development Agreement"), pertaining to certain local public improvements to a parking garage adjacent to and serving Robertson's Senior Apartments in the River West Development Area (the "Project").

B. As part of the Project, the Developer desired to use a portion of the Funding Amount for architectural services (the "Services") for the designing of the Local Public set forth in the Development Agreement (the "LPI"), which services were not set forth in the definition of the LPI.

C. Additionally, due to an administrative oversight, the Services were provided and paid for partially by reimbursement to the Developer.

D. In order to correct the administrative oversight, the Parties desire to modify the Development Agreement to include the Services as a part of the LPI and to allow for the reimbursement of the expenses for the Services by the Commission to the Developer.

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. Section 4.9, Costs and Expenses of Construction of Project, shall be deleted in its entirety and replaced with the following:

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 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. The Commission may reimburse the Developer for architectural service fees, provided that the Developer timely submits true and accurate copies of the invoices received from the architect, as well as proof of Developer's payment therefor, to the Commission.

2. Exhibit C, Description of Local Public Improvements, shall be deleted in its entirety and replaced with the attached Exhibit C.

3. 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.

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

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

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

7. 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.

*SIGNATURE PAGE FOLLOWS*

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

SOUTH BEND REDEVELOPMENT  
COMMISSION

By: \_\_\_\_\_  
Marcia I. Jones, President

ATTEST:

By: \_\_\_\_\_  
Quentin M. Phillips, Secretary

112 WEST JEFF LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **EXHIBIT C**

### **Description of Local Public Improvements**

The Commission will complete, or cause to be completed, the following work in accordance with the terms and conditions of this Agreement and in compliance with all applicable laws and regulations: Architectural design services related to the Project; repairs to the elevator, tower, and/or roof; and/or renovations to the façade, lighting, and/or paint.