

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING (this "First Amendment") is made on June 24, 2021, 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 Wharf Partners, 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 Memorandum of Understanding dated effective December 13, 2018 (the "MOU") related to the needs of the Parties as they pertain to each other and other developments occurring in the area of Seitz Park in the River East Development Area.

B. The Parties now desire to make certain modifications to the MOU to continue their cooperation and to facilitate the aforementioned developments.

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

1. Section 2.c. shall be deleted in its entirety and replaced with the following:

c. Developer Grant of Temporary Easement. The Developer agrees to grant to the Commission a temporary easement over Lot 1 identified on the Cascades Plat to provide parking for twenty-six (26) motor vehicles for a period beginning on the date hereof until thirty (30) days prior to the published opening date of the restaurant contemplated in Phase I of the Project as communicated at least thirty (30) days in advance in writing to the City. After such date, the Developer shall agree to allow the Commission access to Lot 1 for the benefit of parking for no more than twenty-six (26) motor vehicles related to the residents of the neighboring property commonly known as Stephenson Mills. The Parties agree that the Commission's use of the parking spaces at any time shall be non-exclusive. Further, the Developer agrees that if any permanent lighting is removed from this area for construction purposes, Developer will provide temporary lighting for the parking area. If the grant of this temporary easement precludes the Developer from commencing Phase II of its Project, the City agrees to assist Developer by coordinating with neighboring construction projects and landowners to facilitate Developer's objectives. This Agreement terminates upon the completion of the Stephenson Mills parking lot. Upon the termination of this temporary easement, the Parties agree to use their best efforts to cooperate to address parking issues arising due to the Phase II of the Project and any ongoing neighboring construction projects. Additionally, no later than November 1, 2021, the Commission shall cause to be made such improvements as necessary to repair the western portion of Lot 1, as depicted in yellow on Exhibit C, including the addition of a top layer of asphalt and striping.

2. A new Exhibit C shall be added to Agreement in the form attached hereto.

3. The Parties hereby expressly reaffirm their respective obligations under the MOU, and, unless expressly modified by this First Amendment, the terms and provisions of the MOU remain in full force and effect.

4. Capitalized terms used in this First Amendment will have the meanings set forth in the MOU 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.

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

COMMISSION:

SOUTH BEND REDEVELOPMENT
COMMISSION

By: _____
Marcia I. Jones, President

ATTEST:

By: _____
Quentin M. Phillips, Secretary

DEVELOPER:

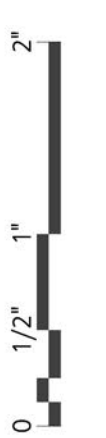
WHARF PARTNERS, LLC

By: _____
Frank A. Perri, Manager

EXHIBIT C

See Attached

Site Logistics Plan of Panzica Construction Group for
Three Twenty at the Cascades
Sheet C105, dated 06 22 2021

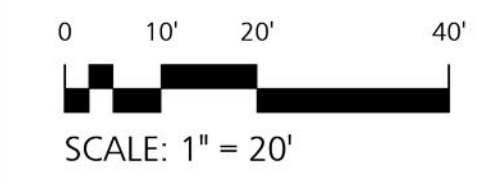


LEGEND			
WATER	MANHOLE/PUMP	UTILITY BOX	
CATCH BASIN	MANHOLE/VALVE	ELECTRIC VAULT	
GROUND LIGHT	MANHOLE/SANITARY SEWER	ELECTRIC METER	
POST/POLE/BOLLARD	MANHOLE/STORM	GAS METER	
EXTG LIGHT POLE	SF SF SILT FENCE		
NEW LIGHT POLE	X X EXISTING FENCE		
NEW LIGHT POLE	NEW FENCE		
UTILITY POLE	DEMOLISHED CONT		
GUY ANCHOR	EX. CONT		
SIGN			
WELL			
VALVE	ELEC (UGE)	NEW	USE
HYDRANT	ELEC (OHE)		
CATCH BASIN	PHONE		
DRY WELL	NATURAL GAS		
CLEAN OUT	WATER MAIN		
FLAG POLE	STORM PIPE		
IRON FOUND	SANITARY		
SOIL BORING	FO	FO	FO
LOCATION	FIBER OPTIC CABLE	GATV	GATV
EXISTING TREE (TO REMAIN)			
	EXISTING GRADES	NEW GRADES	
	XXX' TC	TOP OF CONC./CURB	
	XXX' TP	TOP OF PAVEMENT	

****NOTE: ALL WORK WITHIN PUBLIC R/W AND ON CITY PROPERTY SHALL CONFORM TO THE CITY OF SOUTH BEND STANDARDS AND SPECIFICATIONS. CONTRACTOR SHALL OBTAIN A COPY OF THE LATEST CITY STANDARDS AND SPECIFICATIONS WHICH ARE AVAILABLE ON-LINE AT <https://www.southbend.in.gov/government/division/...design-construction-standards-prevailing-specifications-public-works> STANDARDS IN THIS PLAN SET WERE DATED MARCH 20, 2018 AND WERE DOWNLOADED FROM THE CITY'S WEBSITE ON MAY 31, 2018. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CHECK THE CURRENT CITY STANDARDS BEFORE COMMENCING CONSTRUCTION.**

HOLEY MOLEY SAYS,
"DON'T DIG BLIND"

 Call two working days before you dig!
 WITHIN INDIANA
1 800 382-5544
 FROM OUTSIDE INDIANA
1 800 428-5200



SURVEY INFORMATION IS NOT GUARANTEED. SURVEY DATA ADJUSTED TO ABONMACHE PROJECT COORDINATE BASE PLUS-OR-MINUS.



Panzica Construction Group

416 East Monroe Street
 Suite 320
 South Bend, IN 46601
 574.234.0124

Job Description

Mixed Use Development

THREE TWENTY
at The Cascade
 320 East Colfax Avenue at the St. Joseph River
 South Bend, Indiana 46617

410516

Project #

File #

June 22, 2021

Date

Revisions

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www.panzica.net

PANZICA
 BUILDING CORPORATION

SITE LOGISTICS PLAN

Sheet

C105

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