



South Bend

Redevelopment Commission

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

Agenda

Regular Meeting, April 14, 2022 – 9:30 a.m.

BPW Conference Room 13th Floor or <https://tinyurl.com/RDC41422>

1. Roll Call

2. Approval of Minutes

- A. Minutes of the Regular Meeting of Thursday, March 24, 2022

3. Approval of Claims

- A. Claims Allowance Request 03.22.22

4. Old Business

5. New Business

A. River East Development Area

1. Resolution No. 3548 (Expansion Declaratory)

B. River West Development Area

1. Development Agreement (Claey's Candy)
2. Memorandum of Option (Claey's and Machalleck)
3. Option to Purchase Agreement (Claey's and Machalleck)

6. Progress Reports

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

7. Next Commission Meeting:

Thursday, April 28, 2022, 9:30 am



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

**SOUTH BEND REDEVELOPMENT COMMISSION
 RE-SCHEDULED REGULAR MEETING**

March 24, 2022 – 9:00 am

<https://tinyurl.com/RDC32422> or BPW Conference Room 13th Floor

Presiding: Donald Inks, Vice-President

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

1. ROLL CALL

Members Present:	Don Inks, Vice-President – In Person Troy Warner, Secretary – In Person Eli Wax, Commissioner – In Person Vivian Sallie, Commissioner - Virtual	
Members Absent:	Marcia Jones, President Leslie Wesley, Commissioner	
Legal Counsel:	Sandra Kennedy, Esq. Danielle Campbell-Weiss, Esq.	
Redevelopment Staff:	Mary Brazinsky, Board Secretary	
Others Present:	Santiago Garces Tim Corcoran Andrew Netter Rachel Boyles Laura Althoff Angelina Billo Brian Donoghue Conrad Damian Austen Katrina	DCI DCI DCI DCI DCI DCI IT Resident Resident Resident

2. Approval of Minutes

- **Approval of Minutes of the Regular Meeting of Thursday, March 17, 2022**

Upon a motion by Commissioner Wax, seconded by Secretary Warner, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, March 17, 2022.

3. Approval of Claims

No Claims

4. Old Business

5. New Business

A. Redevelopment Fund

1. Budget Request (United Way)

Mr. Donoghue Presented a Budget Request (United Way).

Disbursement of funds for programmatic collaboration between City of South Bend and United Way of St Joseph County Pathways to Quality Program which we have been doing for a few years. We are requesting \$200K from Redevelopment Commission-controlled Pokagon fund.

The funding is related to the continued strategic partnership between the City of South Bend and the United Way of St. Joseph County that aspires to make affordable, high-quality childcare available community wide. Support for pathways of credentialing entry-level support professionals, additional grant-writing capacity, and continued support for the United Way's Quality Improvement Grants program will help us move toward those unified goals. Part of this is to get 31 people certified in this program.

Program goals are to provide financial and technical support for eligible providers to implement service improvements that will positively impact quality ratings on the Indiana "Paths to Quality" rating system. Service improvements can include physical space improvements, tuition funding for teachers, materials, and other expenditures deemed appropriate by the Organization in coordination with the city. Prioritize providers in areas of South Bend with limited access to high-quality early childhood education and monitor Program impact on providers and South Bend early childhood landscape.

Secretary Warner asked if this is yearly funding for the Pokagon Fund. Was the amount smaller.

Mr. Donoghue said yes; the amount was 150k last year but this year we have received greater funding. We will be able to increase the program this year.

Commissioner Wax asked how long since the program started and how many daycare centers?

Mr. Donoghue said that it started in 2019 and 30 last year with approximately 60.

Upon a motion by Secretary Warner, seconded by Commissioner Wax, the motion carried unanimously, the Commission approved Budget Request (United Way) submitted on Thursday, March 24, 2022.

B. River West Development Area

1. Assignment and Assumption (1400-1408 Main Street)

Mr. Netter Presented Assignment and Assumption (1400 – 1408 Main Street). This is an assumption with the city of South Bend, the original buyer, George Podell Company and the new buyer 1400-1408 Main Street, LLC. The George Podell Company originally purchased 4 properties along 1400 South Main Street block in 2001.

The George Podell Co. agreed to certain post-closing property improvements. He did not complete the agreed upon property improvements and never received a certificate of completion. When he went to sell the property in 2021, they came back with title completion issues. The 1400 – 1408 Main St., LLC. Wishes to take over the assignment and assumption of the contract from George Podell Co.

As part of the assignment and assumption agreement, 1400 – 1408 S. Main St., LLC. (The assignee) will be responsible for the following: removing the northernmost curb cut of the property facing onto Main St., installing landscaping, and restoring the tree lawn area where the curb-but and drive were previously located, and working with Burkhardt Advertising for the removal of the two-tiered billboard on the property. Additionally, the assignee agrees to the following additional responsibilities: installing new curb and sidewalk where the curb and drive were previously located, the assignee will not enter into any negotiations with Burkhardt Advertising or any other company that would, in any way, allow for the continuation of the two-tiered billboard on the property past the existing agreement expiration date in 2031, and the assignee will bring the fencing on the south side of the building into compliance with City ordinances. The assignee has committed to completing these obligations within twelve months of closing on the property, except for the removal of the billboard which will occur in 2031. The city staff agrees with the proposition to be completed within one year. Commission Approval is requested.

Commissioner Wax noted that the original contract was to be completed within one year; however, it has been 20 years since, how are we going to improve that this does not happen.

Mr. Netter noted that he and the new property manager will be more diligent in the future on getting things brought up to date.

Commissioner Wax asked if there is a system in place to track progress on items like this.

Mr. Netter replied now we record the agreements against the property so without a certificate of completion they are unable to sell the property. That is the way it is done now. Would like any suggestions on improvement and retrofit the tracking in the future.

Commissioner Wax noted that the real consequences is that the city takes back the property why did that not happen.

Mr. Netter noted that we were on course for that, but George Patel approached the city to get the property into a new responsible owners' hand. Staff thought this was a good solution to meet the obligations.

Vice-President Inks asked if Mr. Patel has done anything with the property since the date of purchase.

Mr. Netter noted to date he has not.

Secretary Warner noted that he is glad that we are looking into properties and reacting to the claw back clause. There are instances that claw backs should be discussed ahead of meetings with Commissioner's. It is all part of working with the city.

Commissioner Wax asked if there is a report of properties that have been sold in instances like this. Perhaps once a year we look and report out on these. All commissioner's agreed that they would like to see a big picture summary of these. This way we can learn to balance the ledger on properties.

Upon a motion by Commissioner Wax, seconded by Secretary Warner, the motion carried unanimously, the Commission approved Assignment and Assumption (1400 – 1408 Main Street) submitted on Thursday, March 24, 2022.

6. Progress Reports

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

1. Secretary Wax noted that he would like to see the RDC packet out at least 48 hours ahead of time that should be a reasonable request. Otherwise, they may have to table things.

Commission Secretary Brazinsky noted that she will bring all of today's suggestions to the Executive Director of DCI for improvements in the future.

South Bend Redevelopment Commission Regular Meeting – March 24, 2022

7. Next Commission Meeting:

Thursday, April 14, 2022

8. Adjournment

Thursday, March 24, 2022, 9:53 a.m.

Troy Warner, Secretary

Donald E. Inks, Vice-President



City of South Bend
Department of Administration & Finance
Claims Allowance Request

To: South Bend Redevelopment Commission
 From: Daniel Parker, City Controller
 Date: Tuesday, March 22, 2022

Pursuant to Indiana Code 36-4-8-7, I have audited and certified the attached claims and submit them for allowance in the following amounts:

GBLN-0032999	\$100,000.00
GBLN-0033290	\$29,225.18
GBLN-0000000	\$0.00
Total:	<u>\$129,225.18</u>

 Daniel Parker, City Controller

The attached claims described above were allowed in the following total amount at a public meeting on the date stated below:

\$ 129,225.18

By: _____
 South Bend Redevelopment Commission
 Name:

Date:

Name:

Name:

Name:

Name:

Name:

Expenditure approval

2022-03-14 Debt Service Wire Payment - RDC

GBLN-0032999

Payment method: Wire-Total
Voucher: RDCP-00004415
Payment date: 3/14/2022
Payment reference: DS0013

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001550	SOUTH BEND PUBLIC TRANSPORTATI ON	INV 3/15/22	2006 Main/Colfax Garage Lease	3/15/2022	\$82,075.00	324-10-102-121-438100- DS0013-	
V-00001550	SOUTH BEND PUBLIC TRANSPORTATI ON	INV 3/15/22	2006 Main/Colfax Garage Lease	3/15/2022	\$17,925.00	324-10-102-121-438200- DS0013-	

Expenditure approval

RDC Payments-3/15 Pymt Run

GBLN-0033290

Payment method: CHK-Total
Voucher: RDCP-00004615
Payment date: 3/15/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001422	ROBERT HENRY CORP	APP #3	ROW and Site Work	3/22/2022	\$14,983.70	324-10-102-121-444000-- PROJ00000249	PO-0010837

Payment method: ACH-Total
Voucher: RDCP-00004616
Payment date: 3/15/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00005109	Electric Housing LLC	1031	Training / Small Business Dev Pokagon	3/25/2022	\$1,750.00	433-10-102-123-439300--	PO-0011034

Payment method: CHK-Single
Voucher: RDCP-00004617
Payment date: 3/15/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000830	INDIANA MICHIGAN POWER	170213341986	Tesco Service Point - Michigan/Wayne	11/12/2021	\$12,491.48	324-10-102-121-431002-- PROJ00000022	PO-0015234



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: April 14, 2022
FROM: Tim Corcoran; Chris Dressel
SUBJECT: Declaratory Resolution No. 3548 - River East TIF Re

_____ Pres/V-Pres

ATTEST: _____ Secretary

Date: _____

APPROVED Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

Funding Source* (circle one) River West; River East; South Side; Douglas Road; West Washington; RDC General

*Funds are subject to the City Controller's determination of availability; if funds are unavailable, as solely determined by the City Controller, then the authorization of the expenditure of such funds shall be void and of no effect.

Purpose of Request:

This Declaratory Resolution begins the process of amending the Development Plan for River East Development Area (REDA). By amending this plan to realign the boundary, the Commission will be able to strategically focus its resources on current priorities. Key aspects of the expansion area include – current/future student housing areas east of University of Notre Dame campus and additional segments of the Edison Road and Ironwood Drive commercial corridors

Proposed Schedule (All Dates subject to change):

- 4/14/22: Redevelopment Commission Declaratory Resolution
- 4/18/22: South Bend Plan Commission Resolution to review for alignment with the City's development plan and adopt an approving order.
- 4/25/22: Common Council – Resolution approving Area Plan's Order and the Commission's Declaratory Resolution
- 5/2/22: Upon approval by Area Plan Commission and Common Council, notices will be mailed and published for a public hearing at the Commission's 5/26/22 meeting.
- 5/17 and 5/19/22: Community meetings inviting property owners to learn about the process and upcoming hearing
- 5/26/22: Redevelopment Commission – Confirming Resolution presented for consideration.

Staff requests approval of Resolution No. 3548 to begin the process of amending the Plans for the REDA, and to authorize the publication of a notice of public hearing.

CITY OF SOUTH BEND | REDEVELOPMENT COMMISSION

INTERNAL USE ONLY: Project ID: PROJ _____;

Total Amount – New Project Budget Appropriation \$ _____;

Total Amount – Existing Project Budget Change (increase or decrease) \$ _____;

Funding Limits: Engineering: \$ _____; Other Prof Serv Amt \$ _____;

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

Building Imp Amt \$ _____; Sewers Amt \$ _____; Other (specify) Amt \$ _____

RESOLUTION NO. 3548

RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION AMENDING THE BOUNDARIES OF THE RIVER EAST DEVELOPMENT AREA AND THE RIVER EAST DEVELOPMENT AREA ALLOCATION AREA NO. 1, AMENDING AND RESTATING THE DEVELOPMENT PLAN FOR SAID AREA AND REGARDING RELATED MATTERS

WHEREAS, the South Bend Redevelopment Commission (the “Commission”), the governing body of the City of South Bend, Indiana, Department of Redevelopment (the “Department”) exists and operates under the provisions of the Redevelopment of Cities and Towns Act of 1953 which has been codified in Indiana Code 36-7-14, as amended from time to time (the “Act”); and

WHEREAS, the Commission has previously designated and declared an area in the City of South Bend, Indiana (the “City”), presently known as the River East Development Area (the “Existing Area”), as a redevelopment area and as an allocation area for purposes of tax increment financing (the “Existing Allocation Area”), has previously adopted a Development Plan for the Existing Area, which development plan has been amended from time to time (the “Existing Plan”) and has established an allocation fund for said Existing Allocation Area; and

WHEREAS, the Commission adopted a confirming resolution on June 13, 2019, confirming a declaratory resolution previously adopted by the Commission (i) amending the boundaries to expand the Existing Area; (ii) designating and declaring certain areas within the City to be redevelopment areas and allocation areas for purposes of tax increment financing to expand the Existing Area and the Existing Allocation Area, respectively; (iii) adding certain additional parcels of real property within the amended boundary to the Existing Area acquisition list; and (iv) approving an amended and restated development plan for the Existing Area; and

WHEREAS, the Commission now desires to amend the boundaries of the Existing Area to add certain territory, more particularly depicted on the map set forth in Exhibit A attached hereto and made a part hereof (collectively, the “Expansion Areas” and collectively with the Existing Area, the “Area”) (a description of the Area, after including the Expansion Areas, is set forth in Exhibit B attached hereto and made a part hereof); and

WHEREAS, in conjunction with said boundary amendments, the Commission desires again to amend and restate the Existing Plan (the Existing Plan as again amended and restated, the “Second Amended and Restated Plan”); and

WHEREAS, the Department, pursuant to the Act, has conducted surveys and investigations and has thoroughly studied the Expansion Areas; and

WHEREAS, upon such surveys, investigations and studies being made, the Commission finds that the Second Amended and Restated Plan, cannot be achieved by regulatory processes or by the ordinary operations of private enterprise without resort to the powers allowed under the Act because of lack of local public improvements and multiple ownership of land and that public health and welfare will be benefited by the accomplishment of the Second Amended and Restated Plan for the Area; and

WHEREAS, there was presented to this meeting of the Commission for its consideration and approval, a copy of the Second Amended and Restated Plan, a copy of which is attached hereto as Exhibit C and made a part hereof; and

WHEREAS, the Commission has caused to be prepared maps and plats of the Area, said maps and plats of the Area showing the boundaries of the Expansion Areas; the location of the various parcels of property, streets and alleys, and other features affecting the acquisition, clearance, replatting, replanning, rezoning, redevelopment or economic development of the Expansion Areas; and the parts of the Expansion Areas that are to be devoted to public ways, levees, sewerage, parks, playgrounds and other public purposes under the plans for the redevelopment of the Expansion Areas as adopted herein; and

WHEREAS, the Commission has determined to amend the property acquisition list for the Area (the "Area Acquisition List") to add certain additional parcels of real property in the Area to the Area Acquisition List to provide for possible acquisition of such parcels in furtherance of the Second Amended and Restated Plan, which parcels are listed in Exhibit D attached hereto and made a part of hereof; and

WHEREAS, Section 39 of the Act has been enacted and amended to permit the creation of allocation areas within an area needing redevelopment to provide for the allocation and distribution, as provided in the Act, of the proceeds of taxes levied on property situated in an allocation area, and the Commission deems it advisable to expand the Existing Allocation Area to include the Expansion Areas with a base date for such Expansion Areas as determined by Section 39 of the Act; and

WHEREAS, in determining the location and extent of the Expansion Areas, the Commission has determined that no residents of the Expansion Areas will be displaced by the redevelopment thereof in furtherance of the Second Amended and Restated Plan; and

WHEREAS, the Second Amended and Restated Plan, conforms to other development and redevelopment plans for the City;

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

1. The Commission hereby finds that the Expansion Areas are an "area needing redevelopment" within the meaning of Section 15 of the Act.
2. The Commission hereby finds and determines that the Expansion Areas are areas needing redevelopment to an extent that cannot be corrected by regulatory processes or by the ordinary operations of private enterprise without resort to the powers allowed under the

Act, and that public health and welfare will be benefited by the redevelopment of the Expansion Areas under the Act.

3. The Commission hereby finds and determines that it will be of public utility and benefit to include the Expansion Areas in the Existing Area to amend the boundaries of the Existing Area as set forth herein and redevelop the Expansion Areas under the Act pursuant to the Second Amended and Restated Plan.

4. The Commission hereby finds and determines that the Second Amended and Restated Plan conforms to other development and redevelopment plans for the City.

5. The Second Amended and Restated Plan is in all respects approved.

6. The maps and plats of the Area showing the Expansion Areas and their respective boundaries, the location of the various parcels of property, streets and alleys, and other features affecting the acquisition, clearance, replatting, replanning, rezoning, redevelopment or economic development of the Expansion Areas, and the parts of the Expansion Areas that are to be devoted to public ways, levees, sewerage, parks, playgrounds and other public purposes under the Second Amended and Restated Plan, are hereby approved and adopted as the maps and plats for the Area and the Expansion Areas, respectively.

7. The list of the parcels of property set forth at Exhibit D which may be acquired in furtherance of the Second Amended and Restated Plan is hereby approved.

8. The Expansion Areas are hereby designated as an “allocation area” pursuant to Section 39 of the Act for purposes of the allocation and distribution of property taxes on real property for the purposes and in the manner provided by said Section. The Existing Allocation Area shall hereafter be deemed to include the Expansion Areas (and as expanded, the Existing Allocation Area shall be referred to hereinafter as the “Allocation Area”). Based on an examination of the Area and information provided to the Commission, the Commission hereby finds that the adoption of the allocation provision as provided herein will result in new property taxes in the Area that would not have been generated but for the adoption of the allocation provision because of the lack of local public improvements which has resulted in a less than desirable level of private capital investment in the Expansion Areas. Any property taxes subsequently levied by or for the benefit of any public body entitled to a distribution of property taxes on taxable property in said allocation area shall be allocated and distributed as follows:

Except as otherwise provided in said Section 39, the proceeds of taxes attributable to the lesser of the assessed value of the property for the assessment date with respect to which the allocation and distribution is made, or the base assessed value, shall be allocated to and when collected paid into the funds of the respective taxing units. Except as otherwise provided in said Section 39, property tax proceeds in excess of those described in the previous sentence shall be allocated to the redevelopment district and when collected paid into the River East Development Area Allocation Area No. 1 Allocation Fund for said allocation area that may be used by the redevelopment district to do one or more of the things specified in Section 39(b)(3) of the Act, as the same may be amended from time to time. Said allocation fund may not be used for operating expenses of the Commission. This allocation provision with respect to the Expansion Areas shall

expire on the later of twenty-five (25) years from the date of issuance of debt secured by the allocated property taxes, or at such time as no bonds payable from allocated property taxes are outstanding. Except as otherwise provided in the Act, before June 15 of each year, the Commission shall take the actions set forth in Section 39(b)(4) of the Act

9. "Property Taxes" referred to herein shall mean taxes imposed under IC 6-1.1 on real property only.

10. The Secretary of the Commission is directed to file a certified copy of the Second Amended and Restated Plan with the minutes of this meeting.

11. The officers of the Commission are hereby directed to make any and all required filings and recordings with the Indiana Department of Local Government Finance, the St. Joseph County Auditor and the St. Joseph County Recorder in connection with the actions of the Commission contained in this Resolution regarding the Allocation Area, as amended hereby.

12. This Resolution, together with supporting data, shall be submitted to the South Bend Plan Commission and the Common Council of the City, as provided by Section 16 of the Act, for the approval of this Resolution and the Second Amended and Restated Plan, and if approved by both bodies, this Resolution and the Second Amended and Restated Plan shall be submitted to public hearing and remonstrance as provided by Sections 17 and 17.5 of the Act, after public notice in accordance with Sections 17 and 17.5 of the Act and Indiana Code 5-3-1 and after all required filings with governmental agencies and officers have been made pursuant to Sections 17(b) and 17(c) of the Act.

13. All orders or resolutions in conflict herewith are hereby rescinded, revoked and repealed in so far as such exist.

14. This Resolution does not affect any rights or liabilities accrued, penalties incurred, offenses committed, or (except as otherwise provided herein) proceedings begun before the effective date of this Resolution.

15. This Resolution shall be in full force and effect after its adoption by the Commission.

ADOPTED AND APPROVED at a meeting of the South Bend Redevelopment Commission held on the 14th day of April 2022.

SOUTH BEND
REDEVELOPMENT COMMISSION

Marcia I. Jones, President

ATTEST:

Troy Warner, Secretary

EXHIBIT A

RIVER EAST DEVELOPMENT AREA MAP
(Showing the Expansion Areas)

(See Attached)

EXHIBIT B

DESCRIPTION OF THE AREA

EXHIBIT C

AMENDED AND RESTATED PLAN

(see attached)



RIVER EAST
DEVELOPMENT AREA PLAN



CITY OF SOUTH BEND 2019

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Purpose

The purpose of the River East Development Area Plan is as follows:

- To provide a broad vision and strategy for the economic and physical revitalization of the River East Development Area, and
- To establish a framework for ongoing collaborative planning efforts involving residents and other property owners, business owners, civic associations, institutional partners, and local government.
- To promote high quality, impactful projects consistent with best practice planning principles.

History of River East Development Area

The South Bend Redevelopment Commission designated the East Bank Development Area in 1980 [Declaratory Resolution No. 626 and Confirming Resolution No. 630]. This development area was merged with the Central Downtown Urban Renewal Area and the Monroe Sample Development Area [Declaratory Resolution No. 727 and Confirming Resolution No. 729] in 1985 to create the South Bend Central Development Area. The Northeast Neighborhood Development Area was created in 2003 [Declaratory Resolution No. 2016 and Confirming Resolution No. 2021] In 2014, the portion of the South Bend Central Development Area located east of the St. Joseph River was merged with the Northeast Neighborhood Development Area and was expanded southeast along the river to the Farmers Market area to create the River East Development Area. [Declaratory Resolution No. 3228 and Confirming Resolution No. 3255]

Location of River East Development Area

The River East Development Area includes all or most of the Northeast, East Bank, and Howard Park neighborhoods and the Farmers Market area. The development area boundary is more specifically represented by the boundary map in Appendix A and in the legal description found in Appendix B.

Development Area Activities

The goals and objectives for the River East Development Area will be accomplished through a combination of public and private actions. Public actions may be any redevelopment activities permitted by state law, including, but not limited to, the following:

1. Provision for public works improvements to infrastructure, such as streets and roads, sidewalks, curbs, water mains, storm drains, sewers and other utilities, lighting, traffic controls, and landscaping of public spaces and rights-of-way;
2. Vacation and dedication of public rights-of-way;
3. Provision for other public facilities and improvements such as: fire stations, public safety, public educational facilities, and parks;
4. Property acquisition and the assemblage of properties for the siting of new development;
5. Relocation of individuals, households, or businesses;
6. Disposition of assembled sites, rehabilitated structures, and other properties;
7. Rehabilitation or demolition of built structures;

8. Environmental study and remediation of properties;
9. Pre-development activities, such as engineering, architectural work, planning, professional services, traffic analysis, market area analysis, marketing, program development, title, survey, appraisal, and legal work; or
10. Any other activity pertaining to planning and implementing the River East Development Plan.

Activities, as well as goals and objectives, may be further detailed in adopted neighborhood and master plans for areas within the River East Development Area. These plan documents are listed in Appendix D.

The following are the goals and objectives for the River East Development Area:

Goals / Objectives

1. *Land Use and Growth*: Encourage sustainable growth that preserves and enhances the character of the City of South Bend (the “City”) and ensures compatibility of land uses in the community.
 - a. Support the use and redevelopment of land in accordance with established plans.
 - b. Prioritize development in established areas over development at the edge of the city.
 - c. Promote high quality neighborhoods, especially those that offer neighborhood-scale commercial services, employment opportunities, and community spaces.
 - d. Foster urban density, including among residential uses.
 - e. Support mixed-use development, especially when concentrated downtown or in neighborhood centers.
 - f. Facilitate the creation of development sites.
 - g. Promote projects that best maximize the assessed value of the property.
 - h. Reinforce connectivity between University of Notre Dame and East Bank / Downtown South Bend
2. *Transportation*: Provide a balanced transportation system that is integrated locally and regionally and employs Complete Streets principles.
 - a. Design a transportation network for all users that supports access, mobility, and health by providing streets that are safe, convenient, accessible, and attractive.
 - b. Provide a transportation system that improves mobility, especially by connecting residents to centers of commerce, employment, and recreation.
 - c. Partner with businesses, private developers, institutions, and other governmental agencies to develop transportation facilities that provide better access within and beyond the City’s borders connecting to other regional metropolitan areas.

3. *Public Infrastructure and Facilities:* Provide efficient and progressive public infrastructure and facilities that accommodate future growth and meet the community's changing needs.
 - a. Construct and plan for the long-term maintenance of street, streetscape, parking, utility, and other basic infrastructure improvements that stimulate private development, especially in already established areas of the City.
 - b. Support the development of conventional and emerging technology-based infrastructure, particularly in ways that maximize aesthetics and mitigate any negative impacts.
 - c. Provide well maintained parks, trails, and other recreational and cultural facilities that are easily accessible to the community.
 - d. Provide municipal buildings and facilities necessary to serve the community.

4. *Housing:* Achieve a thriving housing market within the City that offers appealing neighborhoods with diverse housing choices.
 - a. Encourage housing options for all household types, abilities, age groups, and income levels.
 - b. Facilitate a full range of housing types, varying in size, arrangement, style, and amenity.
 - c. Support the renovation of existing housing stock to meet the community's housing needs.
 - d. Promote the development of workforce housing.

5. *Economic Development:* Promote a healthy, diversified, and inclusive economy that fosters a competitive business environment and offers opportunities for employment and entrepreneurship.
 - a. Stimulate the creation, retention, and expansion of business, particularly in expanding and export industries.
 - b. Market the City to businesses and developers through a deliberate strategy.
 - c. Encourage economic opportunities in geographies across the City.
 - d. Encourage the use of arts and culture as an economic generator.
 - e. Protect and increase the personal and real property tax base of the area.

6. *Sustainability and Environmental Management:* Promote sustainable environmental management that enhances the quality of air, water, and land resources, and preserves the St. Joseph River as an irreplaceable resource.
 - a. Utilize principles of sustainable design, development, and practice.
 - b. Facilitate the productive reuse of brownfield properties.
 - c. Expand the role of the St. Joseph River and other waterways as centers for recreation and natural habitat.
 - d. Encourage the preservation and expansion of the urban tree canopy.
 - e. Support the development of projects that promote the health of city residents.

7. *Placemaking and the Built Environment*: Promote an attractive public realm that preserves and enhances the City’s history and built environment.
 - a. Support walkable urban development.
 - b. Encourage urban design that creates or enhances a sense of place, provides vibrancy, incorporates arts and culture, and fosters safety.
 - c. Integrate parks and trails into the city using urban design principles.
 - d. Prioritize projects that preserve and rehabilitate existing buildings over ones of new construction.
 - e. Support development that is context sensitive and conserves the historical, architectural, and social fabric of the City.

8. *Education & Training*: Provide educational and training opportunities that support people of all ages to participate successfully in the economy.
 - a. Ensure a strong match between job skills among the population and present and future needs of employers.
 - b. Partner with organizations and institutions to enhance educational opportunities for youth from early childhood, pre-K to Grade 12, post-secondary and higher education.
 - c. Partner with organizations that offer internships, co-ops, apprenticeships, continuing education, lifelong learning, and other job training programs.

Tax Increment Financing (“TIF”) District

The South Bend Redevelopment Commission may implement the use of TIF within a redevelopment area pursuant to state law (I.C. 36-7-14).

TIF districts target blighted areas in order to transform them into viable areas making the community more appealing and attractive for economic development, which creates a better quality of life for the districts’ residents. TIF districts are powerful and effective tools that may provide financing for infrastructure improvements within redevelopment projects which may, in turn, entice market dollars back into abandoned and dilapidated areas. The lifespan of a TIF district varies based upon the time of its creation.

TIF creates revenues for improvements without raising taxes, offers incentives for businesses and developers, and builds communities. TIF works by capturing additional property tax revenue due to the revitalization of a designated area. The assessment rate of the year in which the TIF is established is used as the base year, and tax revenues generated due to the increase in assessment over the base year assessment of properties within the TIF district are set aside for use in that TIF district. Thus, no new taxes or increases in tax rates occur, rather TIF funds are generated when property values improve due to the overall improvement of the TIF district.

Statutory Findings

The River East Development Area Plan meets the following required findings by the Redevelopment Commission pursuant to State Law (36-7-14-15(a)):

1. The River East Development Area is an area in the territory under its jurisdiction and is an area needing redevelopment;
2. The conditions described in state law (I.C. 36-7-1-3) cannot be corrected in the River East Development Area by regulatory processes or the ordinary operations of private enterprise without resorting to state law (I.C. 36-7-14);
3. The public health and welfare will be benefitted by the amendment of the resolution or plan, or both, for the River East Development Area; and
4. The amendment is reasonable and appropriate when considered in relation to the original resolution or plan for the River East Development Area and the purposes of state law I.C. 36-7-14; and
5. The resolution or plan, with the proposed amendment, conforms to the comprehensive plan for the City.

Acquisition of Real Property in the River East Development Area

In connection with the accomplishment of this River East Development Plan, the South Bend Redevelopment Commission shall include all parcels with the boundaries set forth above on the acquisition list attached as Appendix C and shall follow the procedures set forth in state law (I.C. 36-7-14-19 or I. C. 36-7-14-19.5).

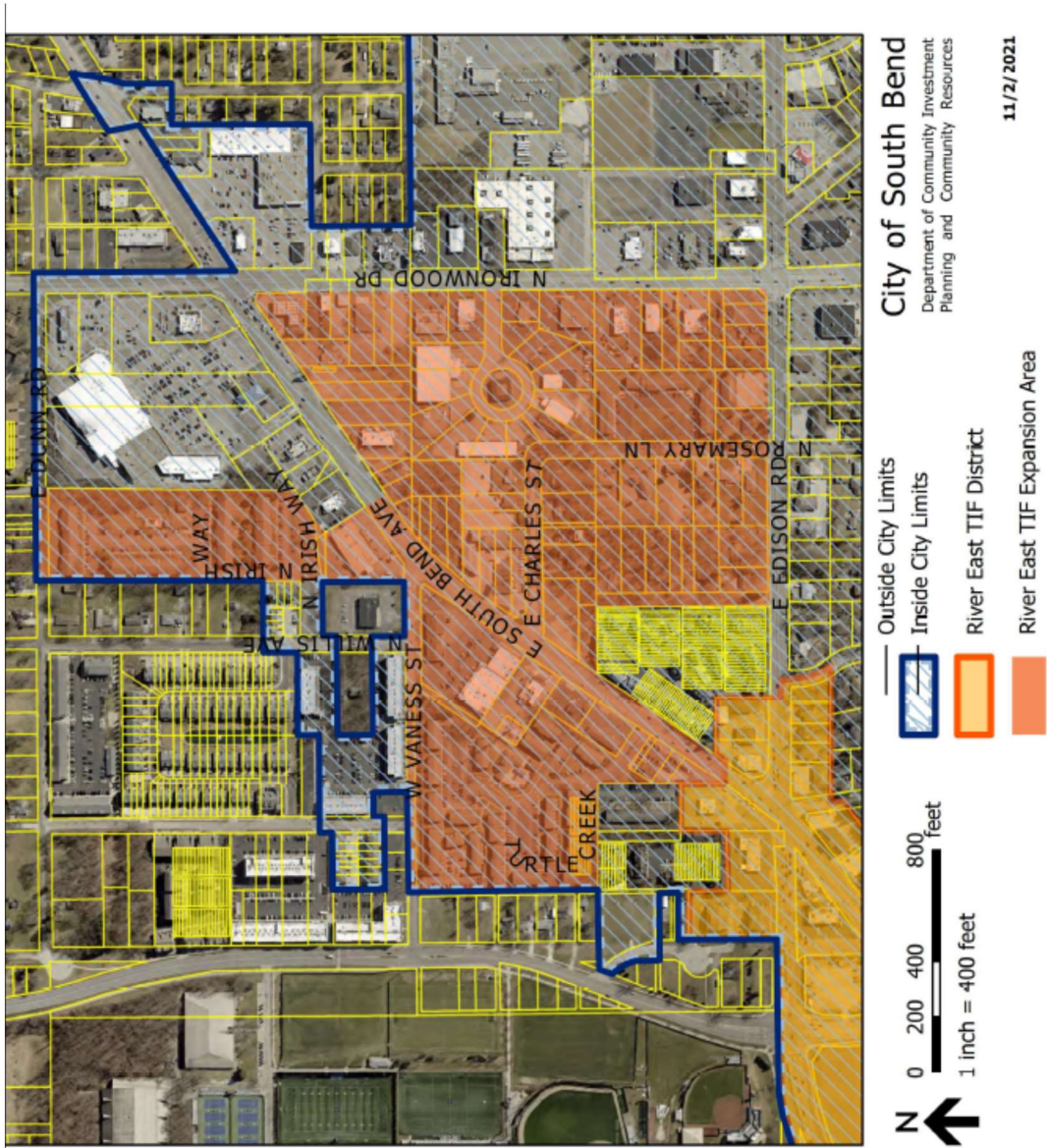
Procedure for Amendment of the River East Development Area Plan

The River East Development Area Plan may be amended by resolution of the South Bend Redevelopment Commission in accordance with state law (I.C. 36-7-14-17.5), which currently has requirements for Council and public input and comment. Any change affecting any property or contractual right may be made only in accordance with applicable state and local laws.

APPENDIX

Appendix A – MAP OF DEVELOPMENT AREA BOUNDARY

Provides boundary, streets, public improvements per IC 36-7-14-15(b)(1)



Appendix B – LEGAL DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF THE ST. JOSEPH RIVER WITH THE CENTERLINE OF CORBY BOULEVARD EXTENDED WEST; THENCE MEANDERING IN A SOUTHERLY AND SOUTHEASTERLY DIRECTION ALONG THE CENTERLINE OF SAID ST. JOSEPH RIVER TO A POINT WHICH IS PERPENDICULAR TO AND 100 FEET MORE OR LESS WEST OF THE NORTH-SOUTH QUARTER LINE OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 3 EAST, PORTAGE TOWNSHIP, CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA, THENCE SOUTH TO THE NORTHEAST CORNER OF A PARCEL OF GROUND HAVING A TAX KEY NUMBER OF 18-7073-2693 IN RECORDS OF THE ST. JOSEPH COUNTY, INDIANA, AUDITOR'S OFFICE; THENCE SOUTH ALONG THE EAST LINE OF SAID PARCEL AND ITS' SOUTHERLY EXTENSION TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF LINCOLNWAY EAST; THENCE EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT WHICH IS PERPENDICULAR TO AND 66 FEET MORE OR LESS SOUTH OF THE SOUTHEAST CORNER OF A PARCEL OF GROUND HAVING A TAX KEY NUMBER OF 18-7079-288409 IN RECORDS OF SAID AUDITOR'S OFFICE; THENCE NORTHERLY, 66 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE EASTERLY AND NORTHERLY LINE OF SAID PARCEL AND THE NORTHERLY LINE OF A PARCEL OF GROUND HAVING A TAX KEY NUMBER OF 18-7079-2884 IN RECORDS OF SAID AUDITOR'S OFFICE TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE NORTHERLY TO THE CENTERLINE OF THE ST. JOSEPH RIVER; THENCE IN A WESTERLY DIRECTION ALONG SAID CENTERLINE TO A POINT WHICH IS PERPENDICULAR TO AND 40 FEET MORE OR LESS EAST OF THE NORTH-SOUTH QUARTER LINE OF SAID SECTION 18; THENCE NORTH TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF NORTH SIDE BOULEVARD; THENCE WEST ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE EAST LINE OF LOT # 39 OF THE PLAT OF "EUCLID PARK" AS RECORDED IN THE RECORDS OF SAID COUNTY EXTENDED SOUTH; THENCE NORTH ALONG SAID EXTENDED LINE, THE EAST LINE OF SAID LOT AND SAID LINE EXTENDED NORTH TO A POINT OF INTERSECTION WITH THE CENTERLINE OF FIRST VACATED EAST-WEST 14 FOOT WIDE PUBLIC ALLEY NORTH OF NORTHSIDE BOULEVARD; THENCE WEST ALONG SAID CENTERLINE TO THE EAST LINE OF A NORTH-SOUTH 14 FOOT WIDE PUBLIC ALLEY; THENCE NORTH ALONG SAID EAST LINE TO A POINT OF INTERSECTION WITH THE NORTH LINE OF LOT #40 IN SAID PLAT EXTENDED EAST; THENCE WEST ALONG SAID EXTENDED LINE AND NORTH LOT LINE TO THE NORTHWEST CORNER OF SAID LOT; THENCE NORTH 14 FOOT TO THE SOUTH LINE OF LOT # 42 IN SAID PLAT; THENCE WEST ALONG SAID SOUTH LINE TO THE EAST RIGHT-OF-WAY LINE OF CLOVER STREET; THENCE NORTH ALONG SAID EAST LINE TO THE CENTERLINE OF A VACATED 14 FOOT WIDE EAST-WEST PUBLIC ALLEY LOCATED NORTH OF AND ADJACENT TO LOT # 46 IN SAID PLAT; THENCE WEST ON THE EXTENDED CENTERLINE OF SAID VACATED ALLEY TO A POINT ON THE EAST LINE OF A NORTH-SOUTH 14 FOOT WIDE PUBLIC ALLEY, SAID POINT BEING 7 FEET NORTH OF THE NORTHWEST CORNER OF LOT # 109 IN SAID PLAT; THENCE NORTH ALONG SAID EAST LINE TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF LOT # 36 IN THE PLAT OF "HIBBERD PLACE" AS RECORDED IN THE RECORDS OF SAID COUNTY, EXTENDED EAST; THENCE WEST ALONG SAID EXTENDED LINE AND THE SOUTH LINE OF SAID LOT TO THE EAST RIGHT-OF-WAY LINE OAKLAND STREET; THENCE NORTH ALONG SAID EAST LINE TO A POINT OF INTERSECTION WITH THE NORTH LINE OF A PARCEL WITH ST. JOSEPH COUNTY INDIANA AUDITOR'S TAX KEY NUMBER 18-6020-0510, EXTENDED EAST; THENCE WEST ALONG SAID EXTENDED LINE AND NORTH PARCEL LINE TO THE EAST LINE OF A 14 FOOT WIDE NORTH-SOUTH PUBLIC ALLEY; THENCE NORTH ALONG SAID EAST LINE TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF LOT # 43 IN THE PLAT OF "OAKLAND PARK REVISED PLAT" AS RECORDED IN THE RECORDS OF SAID COUNTY, EXTENDED EAST; THENCE WEST ALONG SAID EXTENDED LINE AND SOUTH LOT LINE TO THE EAST RIGHT-OF-WAY LINE OF EMERSON AVENUE; THENCE NORTH ALONG SAID EAST LINE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF HILDRETH STREET; THENCE WEST ALONG SAID CENTERLINE TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF ROBERTS STREET; THENCE NORTH ALONG SAID .EAST LINE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF RUSKIN STREET; THENCE WEST ALONG SAID NORTH LINE TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF LOUISE STREET; THENCE NORTH ALONG SAID EAST LINE TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE FIRST 14 FOOT WIDE EAST-WEST PUBLIC ALLEY SOUTH OF MISHAWAKA AVENUE; THENCE EAST ALONG THE SOUTH LINE OF SAID ALLEY TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF ESTHER STREET; THENCE NORTH ALONG SAID EAST LINE TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF MISHAWAKA AVENUE; THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE NORTHWEST CORNER OF A PARCEL OF GROUND HAVING A TAX KEY NUMBER OF 18-6027-073301 IN RECORDS OF THE ST. JOSEPH COUNTY, INDIANA, AUDITOR'S OFFICE; THENCE SOUTH ALONG THE WESTERLY LINE OF SAID PARCEL TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE EAST ALONG THE SOUTH LINE OF SAID PARCEL AND ITS' EASTERLY EXTENSION TO ON THE EAST RIGHT-OF-WAY LINE OF 21ST STREET; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF LOT # 5 IN THE PLAT OF "DUNN'S 1ST ADDITION" AS

RECORDED IN THE RECORDS OF SAID COUNTY; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT # 5 AND ITS' EASTERLY EXTENSION TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF A 14 FOOT WIDE NORTH-SOUTH PUBLIC ALLEY; THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF A PARCEL OF GROUND HAVING A TAX KEY NUMBER OF 18-6032-0936 IN RECORDS OF THE ST. JOSEPH COUNTY, INDIANA, AUDITOR'S OFFICE; THENCE EAST ALONG THE SOUTH LINE OF SAID PARCEL AND ITS' EASTERLY EXTENSION TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF IRONWOOD DRIVE; THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF LOT # 31 IN THE PLAT OF "RIVER PARK ADDITION" AS RECORDED IN THE RECORDS OF SAID COUNTY; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT AND LOT # 34 IN SAID PLAT AND ITS' EASTERLY EXTENSION TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF 23RD STREET, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT # 60 IN SAID PLAT; THENCE ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID LOT # 60; THENCE EAST 14 FEET MORE OR LESS TO THE NORTHWEST CORNER OF LOT # 96 IN SAID PLAT, SAID LOT CORNER ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF A 12 FOOT WIDE EAST-WEST PUBLIC ALLEY; THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ITS' EASTERLY EXTENSION TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF 25TH STREET, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT # 100 IN SAID PLAT; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT # 110 AND ITS' EASTERLY EXTENSION TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF A 14 FOOT WIDE NORTH-SOUTH PUBLIC ALLEY; THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF A PARCEL OF GROUND HAVING A TAX KEY NUMBER OF 18-6034-1071 IN RECORDS OF THE ST. JOSEPH COUNTY, INDIANA, AUDITOR'S OFFICE; THENCE EAST ALONG THE SOUTH LINE OF SAID PARCEL TO A POINT OF INTERSECTION WITH THE WEST LINE OF A PARCEL OF GROUND HAVING A TAX KEY NUMBER OF 18-6034-1072 IN RECORDS OF THE ST. JOSEPH COUNTY, INDIANA, AUDITOR'S OFFICE; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE EAST ALONG THE SOUTH LINE OF SAID PARCEL AND ITS' EASTERLY EXTENSION TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF 26TH STREET; THENCE NORTH ALONG EAST RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF A PARCEL OF GROUND HAVING A TAX KEY NUMBER OF 18-6038-1181 IN RECORDS OF THE ST. JOSEPH COUNTY, INDIANA, AUDITOR'S OFFICE; THENCE EAST ALONG THE SOUTH LINE OF SAID PARCEL TO A POINT OF INTERSECTION WITH THE WEST LINE OF A PARCEL OF A PARCEL OF GROUND HAVING A TAX KEY NUMBER OF 18-6038-1183 IN RECORDS OF THE ST. JOSEPH COUNTY, INDIANA, AUDITOR'S OFFICE; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE EAST ALONG THE SOUTH LINE OF SAID PARCEL TO THE SOUTHEAST CORNER OF SAID PARCEL, SAID PARCEL CORNER BEING ON THE WEST RIGHT-OF-WAY LINE OF A 14 FOOT WIDE NORTH-SOUTH PUBLIC ALLEY; THENCE SOUTH ALONG SAID WEST LINE TO A POINT WHICH IS PERPENDICULAR TO AND 14 FEET MORE OR LESS WEST OF THE SOUTHWEST CORNER A PARCEL OF GROUND HAVING A TAX KEY NUMBER OF 18-6137-4710 IN RECORDS OF THE ST. JOSEPH COUNTY, INDIANA, AUDITOR'S OFFICE; THENCE EAST 14 FEET MORE OR LESS TO SAID SOUTHWEST PARCEL CORNER; THENCE EAST ALONG THE SOUTH LINE OF SAID PARCEL TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH ALONG THE EAST LINE OF SAID PARCEL TO THE SOUTHWEST CORNER OF A PARCEL OF GROUND HAVING A TAX KEY NUMBER OF 18-6137-471001 IN RECORDS OF THE ST. JOSEPH COUNTY, INDIANA, AUDITOR'S OFFICE; THENCE EAST ALONG THE SOUTH LINE OF SAID PARCEL AND ITS' EASTERLY EXTENTION TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF 27TH STREET; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF A PARCEL OF GROUND HAVING A TAX KEY NUMBER OF 18-6038-1210 IN RECORDS OF THE ST. JOSEPH COUNTY, INDIANA, AUDITOR'S OFFICE; THENCE EAST ALONG THE SOUTH LINE OF SAID PARCEL AND ITS EASTERLY EXTENSION TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF A 14 FOOT WIDE NORTH-SOUTH PUBLIC ALLEY; THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF A PARCEL OF GROUND HAVING A TAX KEY NUMBER OF 18-6038-1217 IN RECORDS OF THE ST. JOSEPH COUNTY, INDIANA, AUDITOR'S OFFICE; THENCE EAST ALONG THE SOUTH LINE OF SAID PARCEL TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH ALONG THE EAST LINE OF SAID PARCEL TO THE SOUTHWEST CORNER OF A PARCEL OF GROUND HAVING A TAX KEY NUMBER OF 18-6038-1218 IN RECORDS OF THE ST. JOSEPH COUNTY, INDIANA, AUDITOR'S OFFICE; THENCE EAST ALONG THE SOUTH LINE OF SAID PARCEL AND ITS' EASTERLY EXTENSION TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF 28TH STREET; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF A PARCEL OF GROUND HAVING A TAX KEY NUMBER OF 18-6043-1405 IN RECORDS OF THE ST. JOSEPH COUNTY, INDIANA, AUDITOR'S OFFICE; THENCE EAST ALONG THE SOUTH LINE OF SAID PARCEL TO THE SOUTHEAST CORNER OF SAID PARCEL, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF A 14 FOOT WIDE NORTH-SOUTH PUBLIC ALLEY; THENCE SOUTHEASTERLY 14 FEET MORE OR LESS, CROSSING SAID ALLEY TO A POINT OF INTERSECTION WITH THE NORTHWEST CORNER OF LOT # 15

IN THE PLAT OF "NURSERY PLACE" AS RECORDED IN THE RECORDS OF SAID COUNTY, SAID NORTHWEST LOT CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF SAID PUBLIC ALLEY; THENCE NORTHEASTERLY AND EASTERLY ALONG THE SOUTHERLY LINE OF A 12 FOOT WIDE MORE OR LESS EAST-WEST PUBLIC ALLEY AND ITS' EASTERLY EXTENSION TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF A 16 FOOT WIDE NORTH-SOUTH PUBLIC ALLEY; THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE NORTHWEST CORNER OF LOT # 3 IN THE PLAT OF "EGGLESTON'S 1ST ADDITION" AS RECORDED IN THE RECORDS OF SAID COUNTY; THENCE EAST ALONG THE NORTH LINE OF SAID LOT AND ITS' EASTERLY EXTENSION TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF 30TH STREET, SAID POINT ALSO BEING THE NORTHWEST CORNER OF PARCEL OF GROUND HAVING A TAX KEY NUMBER OF 18-6045-1479 IN RECORDS OF THE ST. JOSEPH COUNTY, INDIANA, AUDITOR'S OFFICE; THENCE EAST ALONG THE NORTH LINE OF SAID PARCEL TO A POINT OF INTERSECTION WITH THE WEST LINE OF A PARCEL OF GROUND HAVING A TAX KEY NUMBER OF 18-6045-148401 IN RECORDS OF THE ST. JOSEPH COUNTY, INDIANA, AUDITOR'S OFFICE; THENCE SOUTH ALONG THE WEST LINE OF SAID PARCEL TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE EAST ALONG THE SOUTH LINE OF SAID PARCEL AND ITS' EASTERLY EXTENSION TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF 31ST STREET; THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE NORTHWEST CORNER OF LOT # 4 IN THE PLAT OF "FORDHAM SUBDIVISION" AS RECORDED IN THE RECORDS OF SAID COUNTY, SAID LOT CORNER ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF A 14 FOOT WIDE EAST-WEST PUBLIC ALLEY; THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ITS EASTERLY EXTENSION TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF 34TH STREET; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF A PARCEL OF GROUND HAVING A TAX KEY NUMBER OF 18-6054-1807 IN RECORDS OF THE ST. JOSEPH COUNTY, INDIANA, AUDITOR'S OFFICE; THENCE EAST ALONG THE SOUTH LINE OF SAID PARCEL AND ITS' EASTERLY EXTENSION TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF A 14 FOOT WIDE NORTH-SOUTH PUBLIC ALLEY; THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE NORTHWEST CORNER OF LOT # 189 IN SAID PLAT, SAID NORTHWEST LOT CORNER ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF 14 FOOT WIDE EAST-WEST PUBLIC ALLEY; THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ITS' EASTERLY EXTENSION TO A POINT OF INTERSECTION WITH THE CENTERLINE OF LOGAN STREET; THENCE NORTH ALONG SAID CENTERLINE TO A POINT WHICH IS PERPENDICULAR TO AND 35 FEET MORE OR LESS EAST OF THE SOUTHEAST CORNER OF LOT # 4 IN THE PLAT OF "RIVERDALE 1ST ADDITION" AS RECORDED IN THE RECORDS OF SAID COUNTY; THENCE WEST 35 FEET MORE OR LESS TO SAID SOUTHEAST LOT CORNER, SAID LOT CORNER ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF A 14 FOOT WIDE EAST-WEST PUBLIC ALLEY; THENCE WEST ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF LOT # 5 IN THE PLAT OF "COLONIAL GARDEN'S" AS RECORDED IN THE RECORDS OF SAID COUNTY; THENCE SOUTHWESTERLY 14 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT # 218 IN THE PLAT OF "BERNER GROVE 1ST ADDITION" AS RECORDED IN THE RECORDS OF SAID COUNTY, SAID SOUTHEAST LOT CORNER ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF A 12 FOOT WIDE EAST-WEST PUBLIC ALLEY; THENCE WEST ALONG SAID NORTH RIGHT-OF-WAY LINE AND ITS' WESTERLY EXTENSION TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF 25TH STREET; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF A PARCEL OF GROUND HAVING A TAX KEY NUMBER OF 18-6063-2174 IN RECORDS OF THE ST. JOSEPH COUNTY, INDIANA, AUDITOR'S OFFICE; THENCE WEST ALONG THE NORTH LINE OF SAID PARCEL AND ITS' WESTERLY EXTENSION TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF A 14 FOOT WIDE NORTH-SOUTH PUBLIC ALLEY; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTHEAST CORNER OF LOT # 78 IN SAID PLAT OF "BERNER GROVE 1ST ADDITION", SAID SOUTHEAST LOT CORNER ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF A 12 FOOT WIDE EAST-WEST PUBLIC ALLEY; THENCE WEST ALONG SAID NORTH RIGHT-OF-WAY LINE AND ITS' WESTERLY EXTENSION TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF 24TH STREET; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF # 57 IN SAID PLAT; THENCE WEST ALONG THE NORTH LINE OF SAID LOT AND ITS' WESTERLY EXTENSION TO THE WEST RIGHT-OF-WAY LINE OF A 14 FOOT WIDE NORTH-SOUTH PUBLIC ALLEY; THENCE SOUTH ALONG SAID WEST RIGHT-OF-WAY LINE TO THE SOUTHEAST CORNER OF LOT # 50 IN SAID PLAT, SAID SOUTHEAST LOT CORNER ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF A 12 FOOT WIDE EAST-WEST PUBLIC ALLEY; THENCE WEST ALONG SAID NORTH RIGHT-OF-WAY LINE AND ITS' WESTERLY EXTENSION TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OR IRONWOOD DRIVE; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE TO SOUTHEAST CORNER OF LOT # 3 IN SAID PLAT; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT TO THE SOUTHWEST CORNER OF SAID LOT, SAID SOUTHWEST CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 14 FOOT WIDE NORTH-SOUTH PUBLIC ALLEY; THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF LOT # 134 IN THE PLAT OF "HASTINGS, WOODWARD

& GRAY'S ADDITION" AS RECORDED IN THE RECORDS OF SAID COUNTY, SAID LOT CORNER ALSO BEING ON THE SOUTH LINE OF A PARCEL OF GROUND HAVING A TAX KEY NUMBER OF 18-6077-2673 IN RECORDS OF THE ST. JOSEPH COUNTY, INDIANA, AUDITOR'S OFFICE; THENCE WEST ALONG THE SOUTH LINE OF SAID PARCEL TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE NORTH ALONG THE WEST LINE OF SAID PARCEL TO THE SOUTHEAST CORNER OF A PARCEL OF GROUND HAVING A TAX KEY NUMBER OF 18-6126-451402 IN RECORDS OF THE ST. JOSEPH COUNTY, INDIANA, AUDITOR'S OFFICE; THENCE WEST ALONG THE SOUTH LINE OF SAID PARCEL TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE NORTH ALONG THE WEST LINE OF SAID PARCEL TO THE NORTHWEST CORNER OF SAID PARCEL, SAID NORTHWEST PARCEL CORNER ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE GRAND TRUNK WESTERN RAILROAD; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE AND ITS' WESTERLY EXTENSION TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF GREENLAWN AVENUE; THENCE SOUTH ALONG SAID WEST RIGHT-OF-WAY LINE AND ITS' SOUTHERLY EXTENSION TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF WALL STREET; THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE WEST LINE OF A PARCEL OF GROUND HAVING A TAX KEY NUMBER OF 18-6126-451401 IN RECORDS OF THE ST. JOSEPH COUNTY, INDIANA, AUDITOR'S OFFICE; THENCE SOUTH ALONG SAID WEST LINE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF MISHAWAKA AVENUE; THENCE WEST ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF TWYCKENHAM DRIVE; THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE FIRST 14 FOOT WIDE EAST-WEST PUBLIC ALLEY NORTH OF MISHAWAKA AVENUE, EXTENDED EAST; THENCE WEST ALONG SAID EXTENDED LINE AND THE NORTH LINE OF SAID PUBLIC ALLEY TO A POINT OF INTERSECTION WITH THE EAST LINE OF EMERSON AVENUE; THENCE CONTINUING WEST TO THE SOUTHEAST CORNER OF LOT # 711 IN THE PLAT OF "WHITCOMB & KELLER'S 3RD SUNNYMEADE" AS RECORDED IN THE RECORDS OF SAID COUNTY; THENCE CONTINUING ALONG THE SOUTH AND WEST LINE OF SAID LOT AND THE WEST LINES OF LOTS # 711, # 710, # 709 AND # 708 IN SAID PLAT AND THE NORTHERLY EXTENTION OF THE WEST LINE OF SAID LOT # 708 TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF THE GRAND TRUNK WESTERN RAILROAD RIGHT-OF-WAY; THENCE NORTHWESTERLY A DISTANCE OF 100 FEET MORE OR LESS TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RAILROAD; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE TO THE SOUTHEASTERLY CORNER OF LOT # 508 IN SAID PLAT; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT A DISTANCE OF 41.4 FEET MORE OR LESS; THENCE SOUTHWESTERLY A DISTANCE OF 30 FEET MORE OR LESS TO THE SOUTHERLY LINE OF LOT # 507 IN SAID PLAT; THENCE NORTHWESTERLY ALONG SAID SOUTHELY LINE AND CROSSING LONGFELLOW AVENUE (70 FT. WIDE) TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID LONGFELLOW AVENUE; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE TO THE SOUTHWESTERLY CORNER OF LOT # 485 IN SAID PLAT; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID LOT TO THE NORTHWEST CORNER OF SAID LOT, SAID CORNER BEING ON THE EASTERLY LINE OF A 14 FOOT WIDE PUBLIC ALLEY; THENCE ALONG THE EASTERLY AND NORTHERLY LINE OF SAID ALLEY AND ITS WESTERLY EXTENTION TO A POINT ON THE SOUTH LINE OF LOT # 434 IN SAID PLAT OF "WHITCOMB & KELLER'S 3RD SUNNYMEADE" AS RECORDED IN THE RECORDS OF SAID COUNTY; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT # 434 AND LOTS 433, 432, 431, AND 430 TO THE SOUTHWEST CORNER OF SAID LOT 430; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID LOT TO THE NORTHWEST CORNER OF SAID LOT; THENCE IN A NORTHWESTERLY DIRECTION CROSSING BELMONT AVE. (60 FT. R/W) TO THE SOUTHWEST CORNER OF LOT #425 IN SAID PLAT, SAID CORNER ALSO BEING THE EAST LINE OF A 14 FOOT WIDE NORTH-SOUTH PUBLIC ALLEY; THENCE NORTH ALONG SAID EAST LINE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SOUTH STREET; THENCE WEST ALONG SAID NORTH LINE TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF EDDY STREET; THENCE NORTH ALONG THE EAST RIGHT-OF-WAY LINE OF EDDY STREET AND CROSSING SUNNYMEADE AVENUE (60 FT. WIDE), WAYNE STREET (80 FT. WIDE), JEFFERSON BOULEVARD (82.5 FT. WIDE), COLFAX AVENUE (82.5 FT. WIDE) AND CONTINIUIING ALONG SAID EAST RIGHT-OF-WAY TO A POINT OF INTERSECTION WITH THE CENTERLINE OF LA SALLE AVENUE; THENCE EAST ALONG SAID CENTERLINE TO THE CENTERLINE OF SUNNYSIDE AVENUE; THENCE NORTH ALONG SAID CENTERLINE TO THE CENTERLINE OF ROCKNE DRIVE; THENCE NORTHEASTERLY ALONG SAID CENTERLINE TO THE EAST RIGHT-OF-WAY LINE OF TWYCKENHAM DRIVE; THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF LOT 38 IN WOODED ESTATES AS SHOWN IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA; THENCE NORTHEASTERLY ALONG THE SOUTHEAST LINES OF LOTS 38, 37 AND 36 TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF WHITE OAK DRIVE; THENCE NORTHEASTERLY TO THE SOUTHWESTERLY CORNER OF LOT 35 IN SAID WOODED ESTATES; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINES OF LOTS 35, 34, 33, 32, 31 AND 30 IN SAID WOODED ESTATES TO THE WESTERLY RIGHT-OF-WAY LINE OF BLACK OAK DRIVE; THENCE

NORTHEASTERLY TO THE NORTHWEST CORNER OF LOT 48 IN SAID WOODED ESTATES; THENCE EAST ALONG THE NORTH LINE OF LOTS 48, 51, 52, 53 AND 54 TO THE CENTERLINE OF OAK RIDGE DRIVE; THENCE NORTHERLY ALONG SAID CENTERLINE TO THE CENTERLINE OF EDISON ROAD; THENCE WEST TO THE EAST LINE OF LOT 5 VACVAL AND DAVIDSON SUBDIVISION PROJECTED SOUTH; THENCE NORTH ALONG SAID EAST LINE AND ITS PROJECTION TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE WEST TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SOUTH BEND AVENUE (A.K.A. S.R. 23); THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE OAK HILL CONDOMINIUM; THENCE EAST ALONG SAID NORTH LINE TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF HARRINGTON DRIVE; THENCE SOUTH ALONG SAID WEST LINE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF EDISON ROAD; THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF IRONWOOD DRIVE; THENCE NORTH ALONG SAID WEST LINE TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF A PARCEL OF GROUND HAVING A TAX KEY NUMBER OF 24-1001-0432 AS SHOWN IN THE RECORDS OF THE ST. JOSEPH COUNTY AUDITOR'S OFFICE; THENCE WEST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE NORTH ALONG THE WEST LINE OF SAID PARCEL TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID SOUTH BEND AVENUE (A.K.A. S.R. 23); THENCE SOUTHWESTERLY ALONG SAID LINE TO A POINT WHICH IS SOUTHEASTERLY OF THE SOUTHEAST CORNER OF A PARCEL OF GROUND HAVING A TAX KEY NUMBER OF 24-1106-5397.10 AS SHOWN IN THE RECORDS OF SAID AUDITOR'S OFFICE; THENCE NORTHWESTERLY CROSSING SAID SOUTH BEND AVENUE (A.K.A. S.R. 23) RIGHT-OF-WAY TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE CONTINUING NORTHWESTERLY ALONG THE EASTERLY LINE OF SAID PARCEL AND A PARCEL OF GROUND HAVING A TAX KEY NUMBER OF 24-1106-5397.14 TO THE NORTHEAST CORNER OF SAID LAST PARCEL; THENCE ALONG THE SOUTHERLY LINE OF A PARCEL OF GROUND HAVING A TAX KEY NUMBER OF 24-1106-5397.12 AS SHOWN IN THE RECORDS OF SAID AUDITOR'S OFFICE IN A EASTERLY AND NORTHEASTERLY DIRECTION TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH ALONG THE EAST LINE OF SAID PARCEL AND ITS NORTHERLY PROJECTION TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF WAY LINE OF DUNN ROAD AND THE EXISTING CITY CORPORATE LIMIT LINE; THENCE WEST ALONG SAID NORTH LINE AND CORPORATION LINE TO A POINT WHICH IS DIRECTLY NORTH OF THE NORTHWEST CORNER OF SAID PARCEL WITH TAX KEY NUMBER 24-1106-5397.12; THENCE SOUTH TO SAID NORTHWEST PARCEL CORNER; THENCE CONTINUING ALONG THE WEST LINE OF SAID PARCEL AND ITS SOUTHERLY PROJECTION TO THE NORTHWEST CORNER OF THE PARCEL OF GROUND WITH SAID TAX KEY NUMBER OF 24-1106-5397.14; THENCE CONTINUING SOUTH ALONG THE WEST LINE OF SAID PARCEL AND A PARCEL WITH SAID TAX KEY NUMBER OF 24-1106-5397.10 TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF VANESS STREET; THENCE WEST ALONG SAID NORTH LINE TO A POINT WHICH IS DIRECTLY NORTH OF THE NORTHWEST CORNER OF A PARCEL OF GROUND HAVING A TAX KEY NUMBER OF 24-1003-0565 AS SHOWN IN THE RECORDS OF SAID AUDITOR'S OFFICE; THENCE SOUTH TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE CONTINUING SOUTH ALONG THE WEST LINE OF SAID PARCEL TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE EAST ALONG THE SOUTH LINE OF SAID PARCEL TO THE NORTHEAST CORNER OF A PARCEL OF GROUND HAVING A TAX KEY NUMBER OF 24-1003-0568 AS SHOWN IN THE RECORDS OF SAID AUDITOR'S OFFICE; THENCE SOUTH ALONG THE EAST LINE OF SAID PARCEL TO THE NORTHEAST CORNER OF A PARCEL OF GROUND HAVING TAX KEY NUMBER 24-1008-0618 AS SHOWN IN THE RECORDS OF SAID AUDITOR'S OFFICE; THENCE WEST ALONG THE NORTH LINE OF SAID PARCEL TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE SOUTH ALONG THE WEST LINE OF SAID PARCEL TO A POINT 208.71 NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 3 EAST, CLAY TOWNSHIP, ST. JOSEPH COUNTY, INDIANA; THENCE WEST PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 208.71 FEET; THENCE NORTH TO THE NORTHEAST CORNER OF THE JAMISON INN CONDOMINIUM; THENCE WEST ALONG THE NORTH LINE OF SAID JAMISON INN CONDOMINIUM TO THE CENTERLINE OF IVY ROAD; THENCE SOUTH ALONG SAID CENTERLINE OF IVY ROAD TO THE NORTH RIGHT-OF-WAY LINE OF EDISON ROAD; THENCE WESTERLY, SOUTHWESTERLY AND WESTERLY ALONG SAID NORTH RIGHT OF -WAY LINE OF EDISON ROAD AND CHANGING TO ANGELA BOULEVARD TO THE SOUTHWEST CORNER OF A PARCEL OF LAND HAVING TAX KEY NUMBER 18-5123-4392.03 IN RECORDS OF THE ST. JOSEPH COUNTY AUDITOR'S OFFICE; THENCE NORTH ALONG THE WEST PROPERTY LINE OF SAID TAX KEY NUMBER 18-5123-4392.03 TO THE CENTERLINE OF THE NOW VACATED ANGELA BOULEVARD; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE OF THE NOW VACATED ANGELA BOULEVARD TO THE CENTERLINE OF NOTRE DAME AVENUE; THENCE WEST ALONG THE CENTERLINE OF ANGELA BOULEVARD TO THE WEST LINE OF LOT 95 UNIVERSITY HEIGHTS AS SHOWN IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA PROJECTED NORTH; THENCE SOUTH ALONG THE WEST LINES OF LOTS 95, 94, 93, 92, 33 AND 32 TO THE SOUTHWEST CORNER OF SAID LOT 32; THENCE WEST ALONG THE NORTH LINES OF LOTS 29 THRU

6 IN UNIVERSITY HEIGHTS TO THE CENTERLINE OF LAWRENCE STREET; THENCE SOUTH ALONG SAID CENTERLINE TO THE CENTERLINE OF NAPOLEON STREET; THENCE WEST ALONG SAID CENTERLINE TO THE CENTERLINE OF NILES AVENUE; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE TO THE CENTERLINE OF CORBY STREET; THENCE WEST ALONG SAID CENTERLINE AND ITS WESTERLY EXTENTION TO THE POINT OF BEGINNING.

CONTAINING 986.90 ACRES MORE OR LESS.

Appendix C - LIST OF PARCELS ADDED TO THE ACQUISITION LIST

Property Address	Parcel ID	Owner of Record
Unimproved Parcel	018-5001-000201	WHARF PARTNERS LLC
Unimproved Parcel	018-5001-000202	WHARF PARTNERS LLC
Unimproved Parcel	018-5001-000204	WHARF PARTNERS LLC
502 E COLFAX AVE	018-5004-0075	BUZALSKI RAYMOND E
510 E COLFAX AVE	018-5004-007501	SINGH BHOLA
512 E COLFAX AVE	018-5004-007502	SINGH BHOLA
122 S NILES AVE	018-5010-028510	RIVER RACE TOWNHOMES LLC
323 N EDDY ST	018-5017-0576	KRUSE ROBERT
Unimproved Parcel	018-5017-0586	
Unimproved Parcel	018-5017-0587	
Unimproved Parcel	018-5017-0588	
Unimproved Parcel	018-5018-0635	NGUYEN KEVIN
535 N EDDY ST	018-5027-0962	TIFFANY JOHN A
Unimproved Parcel	018-5027-0975	FERRUFINO MARTIN R & LUZ E
1046 E MINER ST	018-5027-0988	BUMBACA FILIPPO
513 N EDDY ST	018-5027-0999	NORTHEAST NEIGHBORHOOD REVITALIZATION ORGANIZATION INC
507 N EDDY ST	018-5027-1000	NORTHEAST NEIGHBORHOOD REVITALIZATION ORGANIZATION INC
501 N EDDY ST	018-5027-1001	MACSWAIN RYAN AND LORRAINE
741 N EDDY ST	018-5028-1010	FISCHER MICHAEL T & FISCHER MICHAEL J & FISCHER SEBASTIAN G
733 N EDDY ST	018-5028-1015	HOUSING AUTHORITY OF SOUTH BEND
729 N EDDY ST	018-5028-1016	HOUSING AUTHORITY OF THE CITY OF SOUTH BEND
727 N EDDY ST	018-5028-1017	NORTHEAST NEIGHBORHOOD REVITALIZATION ORGANIZATION INC
723 N EDDY ST	018-5028-1022	SMITH BRENDA & JONES MOSLEY DEBRA & JONES CARLYN & ROMY & CLARENCE
715 N EDDY ST	018-5028-1025	BINGHAM MARVIN T
709 N EDDY ST	018-5028-1029	KING BROTHERS INVESTMENTS LLC
705 N EDDY ST	018-5028-1030	DORE PROPERTIES LLC
701 N EDDY ST	018-5028-1031	NORTHEAST NEIGHBORHOOD REVITALIZATION ORGANIZATION INC
625 N EDDY ST	018-5028-1036	LESSER DANIEL AND JANETTE
621 N EDDY ST	018-5028-1037	COOREMAN STEVE A
617 N EDDY ST	018-5028-1038	NORTHEAST NEIGHBORHOOD REVITALIZATION ORGANIZATION INC

615 N EDDY ST	018-5028-1039	
607 N EDDY ST	018-5028-1044	GORDON ELEANOR A
605 N EDDY ST	018-5028-1045	JACKSON SHARON
601 N EDDY ST	018-5028-1046	JACKSON SHARON
Unimproved Parcel	018-5030-1084	BAYSIDE LLC
Unimproved Parcel	018-5038-132201	701 NILES LLC
322 N EDDY ST	018-5039-1373	CARDINAL HEALTH CARE PROPERTIES LLC
Unimproved Parcel	018-5082-2851	NORTHEAST NEIGHBORHOOD REVITALIZATION ORGANIZATION INC
538 N EDDY ST	018-5082-2852	NORTHEAST NEIGHBORHOOD REVITALIZATION ORGANIZATION INC
534 N EDDY ST	018-5082-2853	NORTHEAST NEIGHBORHOOD REVITALIZATION ORGANIZATION INC
Unimproved Parcel	018-5082-2866	NORTHEAST NEIGHBORHOOD REVITALIZATION ORGANIZATION INC
Unimproved Parcel	018-5082-2880	MT OLIVE M B BAPTIST CHURCH
514 N EDDY ST	018-5082-2881	URBAN U PARTNERS LLC
510 N EDDY ST	018-5082-2882	VCC PROPERTIES LLC
Unimproved Parcel	018-5082-2894	247 INVESTMENTS LLC
432 N EDDY ST	018-5083-2906	HUNT GERALD P AND JESSICA L
428 N EDDY ST	018-5083-2908	MILLER JERRY
424 N EDDY ST	018-5083-2916	JADE REALTY MICHIANA LLC & 4TRON INVESTMENT LLC
422 N EDDY ST	018-5083-2920	NVNG LLC
418 N EDDY ST	018-5083-2924	DUBELYN CORPORATION
410 N EDDY ST	018-5083-2928	SLM MANAGEMENT LLC
408 N EDDY ST	018-5083-2932	LEE HARDY & ROSE M
1101 E MADISON ST	018-5083-2936	WALSH JAMES T JR TRUST & AUDREY M WALSH TRUST JAMES T WALSH JR TRUSTEE EACH TRUST HOLDS AN UNDIVIDED 1/2 INTEREST AS TIC
334 N EDDY ST	018-5083-2944	DIPU PROPERTY LLC
1106 E CHALFANT ST	018-5084-2954	DORE PROPERTIES LLC
714 N EDDY ST	018-5084-2966	GOODSELL TIM & SUYEN
706 N EDDY ST	018-5084-2967	TIFFANY JOHN P
1102 E BISSELL ST	018-5084-2978	NORTHEAST NEIGHBORHOOD REVITALIZATION ORGANIZATION INC
610 N EDDY ST	018-5084-2990	PAPAGIANNIS MICHAEL
1283 E SOUTH BEND AVE	018-5097-3423	HOUSING AUTHORITY
Unimproved Parcel	018-5097-3441	MILLER JEANETTE & JOHN SHERRY
Unimproved Parcel	018-5102-357901	UNIVERSITY OF NOTRE DAME

Unimproved Parcel	018-5102-3585	BUMBACA LEONARDO
1333 E HOWARD ST	018-5102-3590	HUIZAR LINO & MARICRUZ
1337 E HOWARD ST	018-5102-3591	NVNG LLC
300 S ST LOUIS BLVD	018-6002-0031	PARKVIEW ATRIUM OFFICE PLAZA LP 24.53 % INT & LODDER DIETER W & MONIKA M TRUSTEE OF THE DIETER W & MONIKA M LODDER LIVING TRUST 75.47% INT
300 S ST LOUIS BLVD	018-6002-0031	PARKVIEW ATRIUM OFFICE PLAZA LP 24.53 % INT & LODDER DIETER W & MONIKA M TRUSTEE OF THE DIETER W & MONIKA M LODDER LIVING TRUST 75.47% INT
Unimproved Parcel	018-6002-0043	SCHEFMEYER DONALD H
Unimproved Parcel	018-6002-0044	SCHEFMEYER DONALD H
Unimproved Parcel	018-6002-0045	SCHEFMEYER DONALD H
Unimproved Parcel	018-6002-0048	SCHEFMEYER DONALD H
1024 E QUIMBY ST	018-6006-0154	FRANTZ JERRY D & BEVERLY D
Unimproved Parcel	018-6006-016401	PREMIUM CAPITAL HOLDINGS INC
Unimproved Parcel	018-6006-016402	THE ROBERT HENRY CORP
Unimproved Parcel	018-6006-016403	ROBERT HENRY CORPORATION
404 S FRANCES ST	018-6008-0184	HENRY-WILLIAMS INC
420 S FRANCES ST	018-6008-0188	THE ROBERT HENRY CORPORATION
426 S FRANCES ST	018-6008-0189	ROBERT HENRY CORP
428 S FRANCES ST	018-6008-0190	THE ROBERT HENRY CORPORATION P.O. BOX 1407
432 S FRANCES ST	018-6008-0191	ROBERT HENRY CORP
921 LOUISE ST 1/2	018-6011-0269	RONNENBERG LLC
407 S EDDY ST	018-6013-0285	DLD REAL ESTATE LLC
Unimproved Parcel	018-6013-0286	HERRMAN THOMAS J AND KATHLEEN A
421 S EDDY ST	018-6013-028701	HERRMAN THOMAS J AND KATHLEEN A
425 S EDDY ST	018-6013-0292	HERRMAN THOMAS J AND KATHLEEN A
429 S EDDY ST	018-6013-0294	HERMANN THOMAS J AND KATHLEEN
435 S EDDY ST	018-6013-0299	HERRMAN THOMAS J AND KATHLEEN A
Unimproved Parcel	018-6013-0300	HERRMAN THOMAS J AND KATHLEEN A
Unimproved Parcel	018-6013-030001	HERRMAN THOMAS J AND KATHLEEN A
519 S EDDY ST	018-6013-0304	KELLEY ROBERT & DEBORAH AND KELLEY KATHRYN
509 S EDDY ST	018-6013-030401	KELLEY ROBERT & DEBORAH AND KELLEY KATHRYN
525 S EDDY ST	018-6013-0310	525 SOUTH EDDY LLC
Unimproved Parcel	018-6013-0311	525 SOUTH EDDY LLC
Unimproved Parcel	018-6013-0314	525 SOUTH EDDY LLC

533 S EDDY ST	018-6013-0315	ST JOSEPH VALLEY DETACHMENT MARINE CORP LEAGUE
Unimproved Parcel	018-6015-0327	WOOD CHRISTIAN L
Unimproved Parcel	018-6015-0328	WOOD CHRISTIAN L
Unimproved Parcel	018-6015-0329	WOOD CHRISTIAN L
1237 NORTHSIDE BLVD	018-6017-0396	MULBERRY HILL LLC
1303 E NORTHSIDE BLVD	018-6017-0402	URI INVESTMENTS LLC
1331 E NORTHSIDE BLVD	018-6020-0488	WOOD CHRISTIAN L
1345 E NORTHSIDE BLVD	018-6020-0498	ST. JOSEPH COUNTY BLDG. TRADES CNL
1345 E NORTHSIDE BLVD	018-6020-0499	ST. JOSEPH COUNTY BLDG. TRADES CNL
Unimproved Parcel	018-6020-0500	ST. JOS. COUNTY BLDG. TRADE COUNCIL
Unimproved Parcel	018-6020-0510	SOUTH BEND - MISHAWAKA BOARD OF REALTORS INC
1357 E NORTHSIDE BLVD	018-6020-0511	SO BEND MISHAWAKA BOARD OF REALTORS
1405 E NORTHSIDE BLVD 111	018-6021-0556	PARAMOUNT PROPERTIES INC
1301 CLOVER ST	018-6026-0703	RIVER ROCK INC
1305 CLOVER ST	018-6026-0704	RIVER ROCK INC
1313 CLOVER ST	018-6026-0706	RIVER ROCK INC
Unimproved Parcel	018-6026-0707	RIVER ROCK INC
1433 E NORTHSIDE BLVD	018-6026-0708	RIVER ROCK INC
1441 E NORTHSIDE BLVD	018-6026-0724	YOUNG & NURKOWSKI CPAS
1225 S TWYCKENHAM DR	018-6026-072801	HOUSING AUTHORITY OF THE CITY OF SOUTH BEND
2022 MISHAWAKA AVE	018-6027-073301	ST JOSEPH COUNTY PUBLIC LIBRARY SEE TRANSFER NOTES
2130 E MISHAWAKA AVE	018-6032-0936	NATIONAL OIL & GAS INC
2202 E MISHAWAKA AVE	018-6032-0969	CATALDO MARIA ROSE IRREVOCABLE TRUST
2208 E MISHAWAKA AVE	018-6032-0970	MISHAWAKA REALCO LLC
2210 E MISHAWAKA AVE	018-6032-0971	NEW PARIS DEVELOPMENT COMPANY LLC
2214 E MISHAWAKA AVE	018-6032-0972	NEW PARIS DEVELOPMENT COMPANY LLC

2216 E MISHAWAKA AVE	018-6032-097201	NEW PARIS DEVELOPMENT COMPANY LLC
2228 E MISHAWAKA AVE	018-6032-0973	CKD PROPERTIES LLC
2302 E MISHAWAKA AVE	018-6034-1031	JASON ADAM LLC
2310 E MISHAWAKA AVE	018-6034-103101	JASON ADAM LLC
2312 E MISHAWAKA AVE	018-6034-103102	JASON ADAM LLC
2316 E MISHAWAKA AVE	018-6034-103103	INDIANA LAND TRUST 6132
2402 E MISHAWAKA AVE	018-6034-1050	MATHEWS SUSAN K
2406 E MISHAWAKA AVE	018-6034-105101	HOOVER JAMES EARL AND DIANA J
2410 E MISHAWAKA AVE	018-6034-1053	RIVER PARK GRACE CHURCH INCORPORATED
2416 E MISHAWAKA AVE	018-6034-1054	RIVER PARK GRACE CHURCH INC
2502 E MISHAWAKA AVE	018-6034-1055	RF GOODCHILD
2508 E MISHAWAKA AVE	018-6034-1056	GOODCHILD ROD F
2512 E MISHAWAKA AVE	018-6034-1057	LONIELLO BRADLEY S
2516 E MISHAWAKA AVE	018-6034-1058	PETERSON MICHAEL L TRUSTEE OF THE MICHAEL L PETERSON REVOCABLE TRUST & LISA ANNE PETERSON TRUSTEE OF THE LISA ANNE PETERSON REVOCABLE TRUST AS TIC
2528 E MISHAWAKA AVE	018-6034-1072	PALMER FUNERAL HOMES INC
2602 E MISHAWAKA AVE	018-6038-1181	CASKIE CAPITAL MANAGEMENT LLC
Unimproved Parcel	018-6038-1183	CASKIE CAPITAL MANAGEMENT LLC
2716 E MISHAWAKA AVE	018-6038-1208	CALET PARTNERSHIP
2714 E MISHAWAKA AVE	018-6038-1209	THYME OF GRACE LLC
2702 E MISHAWAKA AVE	018-6038-1210	EMRO MARKETING COMPANY
2720 E MISHAWAKA AVE	018-6038-1217	MATTSONS MEAT MASTERS LLC

2730 E MISHAWAKA AVE	018-6038-1218	STOYANOV STOYAN SEE TRANSFER NOTE
2802 E MISHAWAKA AVE	018-6043-1405	HENDRICKSON SHARON LEE
2810 E MISHAWAKA AVE	018-6043-1406	HENDRICKSON SHARON LEE
2904 E MISHAWAKA AVE	018-6043-1407	FAMILY PET HOLDING LLC
Unimproved Parcel	018-6043-1408	FAMILY PET HOLDING LLC
2910 E MISHAWAKA AVE	018-6043-1409	FAMILY PET HOLDING LLC
Unimproved Parcel	018-6045-1457	FAMILY PET HOLDING LLC
2926 E MISHAWAKA AVE	018-6045-1458	FLAGSTAR BANK FSB
Unimproved Parcel	018-6045-145801	FLAGSTAR BANK FSB
Unimproved Parcel	018-6045-1471	NORTH CENTRAL DISTRICT MISSIONARY CHURCH INC C/O GOSPEL CENTER CHURCH
Unimproved Parcel	018-6045-1473	DOWNING MICHAEL J
3016 E MISHAWAKA AVE	018-6045-1474	DOWNING MICHAEL
3024 E MISHAWAKA AVE	018-6045-148401	BID MICHIANA LLC
3030 E MISHAWAKA AVE	018-6045-148402	PROPERTIES OF VALUE LLC
907 S 31ST ST	018-6045-148403	BID MICHIANA LLC
3502 E MISHAWAKA AVE	018-6053-1758	ALKATTAN KAHLIL J
3506 E MISHAWAKA AVE	018-6053-1759	GREEN CITY II LLC
Unimproved Parcel	018-6053-175901	GREEN CITY II LLC
3302 E MISHAWAKA AVE	018-6054-1782	TIMOTHY WARREN & ASSOCIATES INC
3306 E MISHAWAKA AVE	018-6054-1784	PROPERTIES OF VALUE LLC
3312 E MISHAWAKA AVE	018-6054-1785	BARTSCHI PAUL E III & SARAH
3314 E MISHAWAKA AVE	018-6054-1795	W & A LLC
3324 E MISHAWAKA AVE	018-6054-179501	W & A LLC
3410 E MISHAWAKA AVE	018-6054-1807	SILL JOHN A

3414 E MISHAWAKA AVE	018-6054-1819	WILDER LLOYD L & MARIA L
3418 E MISHAWAKA AVE	018-6054-1820	COLE JASON R
3422 E MISHAWAKA AVE	018-6054-1821	NIEDBALSKI CHRIS
3102 E MISHAWAKA AVE	018-6057-1927	XARIS PROPERTIES LLC
3106 E MISHAWAKA AVE	018-6057-1928	CHARLES S HAYES INC
3112 E MISHAWAKA AVE	018-6057-1929	SHERMAISTER MOSHE & OFFENBACH JOAB
3114 E MISHAWAKA AVE	018-6057-1939	SPLIT ENZ LLC
3118 E MISHAWAKA AVE	018-6057-1940	HOUGH HAROLD L
911 S 32ND ST	018-6057-1941	HOUGH HAROLD & KARI
3122 E MISHAWAKA AVE	018-6057-194101	LOVIN PROPERTIES LLC
3202 E MISHAWAKA AVE	018-6057-1951	POUYA PROPERTIES LLC
3206 E MISHAWAKA AVE	018-6057-1952	KAPITAN AL & SHIRLEY
912 S 32ND ST	018-6057-1953	GERICKE RANDY G
3210 E MISHAWAKA AVE 1	018-6057-1954	KOKOT DALE A & MARCIA A KOVAS-KOKOT
3214 E MISHAWAKA AVE	018-6057-1965	SIKORSKI TODD A
3222 E MISHAWAKA AVE	018-6057-1966	HULLINGER JAMES L AND JENNIFER H REVOCABLE LIVING TRUST
3514 E MISHAWAKA AVE	018-6058-1977	GATES DANIEL L JR
3518 E MISHAWAKA AVE	018-6058-1978	SCHMITT GEORGE V III AND ENID REV TRUST AND AS TRUSTEES SEE TRANSFER NOTE
3524 E MISHAWAKA AVE	018-6058-1979	WILSON DONNIS TOD AND KELLY
3604 E MISHAWAKA AVE	018-6058-1989	STACY JESSE & MARY
3606 E MISHAWAKA AVE	018-6058-1990	TEPE FURNITURE INC.

3610 E MISHAWAKA AVE	018-6058-1991	OLSON TERRY SCOTT & RODGERS-OLSON DEBRA L 1/2INT,& WROBLEWSKI CASIMIR JEROME & CRYSTLE L 1/2INT AS TIC
3616 E MISHAWAKA AVE	018-6058-2002	KENT MATTHEW E AND KATHERINE M
3618 E MISHAWAKA AVE	018-6058-2003	LAMBORN DENNIS & FERRARO JANET
3620 E MISHAWAKA AVE	018-6058-2004	BOURTHOUMIEU JOHN
3624 E MISHAWAKA AVE	018-6058-2005	TMQ PROPERTIES LLC
911 S LOGAN ST	018-6058-2006	JBS CUSTOM HOMES LLC
837 S IRONWOOD DR 100	018-6061-2089	IRONWOOD MISHAWAKA LLC
2207 E MISHAWAKA AVE	018-6061-2101	SOUTHLAND CORPORATION
854 S 23RD ST	018-6062-2130	SOUTH BEND REAL ESTATE 4 LLC
2301 E MISHAWAKA AVE	018-6062-2131	KAMBOJ INC
Unimproved Parcel	018-6062-2145	ALLICO PROPERTY MANAGEMENT LLC
2323 E MISHAWAKA AVE	018-6062-2147	ALLICO PROPERTY MANAGEMENT LLC
2407 E MISHAWAKA AVE	018-6063-2159	BUZALSKI RAYMOND E & JUDITH
2411 E MISHAWAKA AVE	018-6063-2160	DAVID A NUFER LLC
Unimproved Parcel	018-6063-2174	MISHAWAKA FED SAV AND LOAN ASSO
2425 E MISHAWAKA AVE	018-6063-2175	MISHAWAKA FED SAVINGS AND LOAN ASSN
2501 E MISHAWAKA AVE	018-6064-2189	RIVER PARK POST 303 THE AMERICAN LEGION INC
2515 E MISHAWAKA AVE	018-6064-2202	CARRICO SUSAN TRUST AGREEMENT
2517 E MISHAWAKA AVE	018-6064-2203	BUDAGOV HANI & SHMUEL
2521 E MISHAWAKA AVE	018-6064-2204	MILLER RONALD L & ELIZABETH A
846 S 26TH ST	018-6065-2216	846 CANDIDA ABRAHAMSON REVOCABLE TRUST 10/21/15
2601 E MISHAWAKA AVE	018-6065-221601	KNAPP ANDREW H & LINDA R
2605 E MISHAWAKA AVE	018-6065-2217	LETTS KAREN

2609 E MISHAWAKA AVE	018-6065-2218	TADDEO HOLDINGS LLC
2615 E MISHAWAKA AVE	018-6065-2230	MANTHAY MARK A
2621 E MISHAWAKA AVE	018-6065-2231	FAMILY PET HOLDING LLC SEE TRANSFER NOTE
845 S 27TH ST	018-6065-2232	FAMILY PET HOLDING LLC SEE TRANSFER NOTE
Unimproved Parcel	018-6065-2233	FAMILY PET HOLDING LLC SEE TRANSFER NOTE
2623 E MISHAWAKA AVE	018-6065-2234	DADE PROPERTIES LLC
2701 E MISHAWAKA AVE 1	018-6066-2247	TABARAK REAL ESTATE HOLDINGS AND INVESTMENTS USA LLC
2705 E MISHAWAKA AVE	018-6066-2248	REYES MIZAEAL
2709 E MISHAWAKA AVE	018-6066-2249	HALL SANDRA ROLAND
2713 E MISHAWAKA AVE	018-6066-2261	MORGAN EARL K AND NANNIE L TRUSTEES OF EARL K MORGAN & NANNIE L MORGAN FAMILY TRUST NOV 7 1996 LIFE ESTATE
2717 E MISHAWAKA AVE	018-6066-2262	SHANNON ROBERT P & JOSETTE M
845 S 28TH ST	018-6066-2263	PAJAKOWSKI AMY A
2721 E MISHAWAKA AVE	018-6066-2264	FETHEROLF G L & MARYELLEN
2801 E MISHAWAKA AVE	018-6067-2276	KAPITAN AL
2805 E MISHAWAKA AVE	018-6067-2277	GEAN KENNETH R
2809 E MISHAWAKA AVE	018-6067-2278	WJA PROPERTIES LLC
2813 E MISHAWAKA AVE	018-6067-2288	ROLAND-HALL SANDRA
845 S 29TH ST	018-6067-2289	TAJTELBAUM NAOMI
2819 E MISHAWAKA AVE	018-6067-2290	LESSER DANIEL AND JANETTE
2821 E MISHAWAKA AVE	018-6067-2291	WEAVER CHARLES A
2901 E MISHAWAKA AVE 1	018-6067-2303	WEAVER PROPERTY SERVICES LLC BRIAN K WEAVER

2905 E MISHAWAKA AVE	018-6067-2304	WEAVER PROPERTY SERVICES LLC
2911 E MISHAWAKA AVE	018-6067-2305	GERMANO NANCY M
2915 E MISHAWAKA AVE	018-6084-2983	SOUTH BEND REAL ESTATE 2 LLC *SPECIAL CORP WARRANTY
2919 E MISHAWAKA AVE	018-6084-2984	DD & J PARTNERSHIP
2921 E MISHAWAKA AVE	018-6084-2985	DD & J PARTNERSHIP
2923 E MISHAWAKA AVE	018-6084-2986	DD & J PARTNERSHIP
2925 E MISHAWAKA AVE	018-6084-2988	DD & J PARTNERSHIP
2929 E MISHAWAKA AVE	018-6084-2990	RIVER PARK THEATER LLC
3001 E MISHAWAKA AVE	018-6084-2991	BENZUR MARK A
3011 E MISHAWAKA AVE	018-6084-2993	CASTOR LIQUIDATION LLC
3007 E MISHAWAKA AVE	018-6084-299301	CASTOR LIQUIDATION LLC
3013 E MISHAWAKA AVE	018-6084-2997	MYERS DAVID E & PAMELA S
3015 E MISHAWAKA AVE	018-6084-2999	MCGOWAN & MCGOWAN LLC
Unimproved Parcel	018-6084-3000	MCGOWAN & MCGOWAN LLC
3023 1/2 E MISHAWAKA AVE	018-6084-3001	EGENDOERFER KIM E
3031 E MISHAWAKA AVE 1	018-6084-3003	EGENDOEFER KIM E
3101 E MISHAWAKA AVE	018-6088-3123	ENGENDOERFER KIM
3105 E MISHAWAKA AVE	018-6088-3124	TROYER EMMETT K & CAROL L
3109 E MISHAWAKA AVE	018-6088-3125	EGENDOERFER KIM E SR AND REBECCA N
3113 E MISHAWAKA AVE	018-6088-3126	EGENDOERFER KIM E & EGENDOERFER REBECCA N
3121 E MISHAWAKA AVE	018-6088-3127	GLUECKERT JOHN C & MICHELLE C
3201 E MISHAWAKA AVE	018-6089-3151	HAWKINS CLIFFORD J & SHARITA SCOTT

3205 E MISHAWAKA AVE	018-6089-3152	WALKOWSKI CHRISTOPHER AND KRYSTAL
3209 E MISHAWAKA AVE	018-6089-3153	JULIES EYECARE INC
3213 E MISHAWAKA AVE	018-6089-3154	TREW PALMER BEVERLY A REVOCABLE TRUST AND AS TRUSTEE
3217 E MISHAWAKA AVE	018-6089-3155	HUPP THOMAS J
3221 E MISHAWAKA AVE	018-6089-3156	DAVIS DAVID D & LUNSFORD DAVIS PATSY
3301 E MISHAWAKA AVE	018-6091-3211	GRAY ESTATES LLC
3305 E MISHAWAKA AVE	018-6091-3212	PUGH STEPHEN T
3309 E MISHAWAKA AVE	018-6091-3213	PUGH MICHAEL D. AND SHARON M.
3313 E MISHAWAKA AVE	018-6091-3214	SHILUE CATHERINE
3317 E MISHAWAKA AVE	018-6091-3215	COLT LARRY D & ELIZABETH J
3323 E MISHAWAKA AVE	018-6091-3216	WEAVER STEVEN E
3401 E MISHAWAKA AVE	018-6091-3217	BARAJAS ROBERT & DEBRA
3405 E MISHAWAKA AVE	018-6091-3218	SAYGER ALLEN W & JANEL
3409 E MISHAWAKA AVE	018-6091-3219	CRAIG ERIC A & GLORIA K
3413 E MISHAWAKA AVE	018-6091-3220	GARRETT ROBERT W. & VICKIE GARRETT
3417 E MISHAWAKA AVE	018-6091-3221	BRATTON LANNY O
3421 E MISHAWAKA AVE	018-6091-3222	TROXEL DAVID JAMES
3501 E MISHAWAKA AVE	018-6096-3424	HAYEN STEPHANIE
3507 E MISHAWAKA AVE	018-6096-3425	JERZAK JENNY L
3509 E MISHAWAKA AVE	018-6096-3426	HOLM JAMES C
3513 E MISHAWAKA AVE	018-6096-3438	HOUSOUER NERLITA B

3517 E MISHAWAKA AVE	018-6096-3439	ANDREWS TODD
3523 E MISHAWAKA AVE	018-6096-3440	KISH DONALD G & KIRSTEN W SEE TRANSFER NOTE
3601 E MISHAWAKA AVE	018-6097-3462	JOLLY MICHAEL F
3609 E MISHAWAKA AVE	018-6097-3464	WILLIAMS CHRIS L & DIANA L
845 S LOGAN ST	018-6097-3476	JOHN SHERRY & MILLER JANETTE (1/2EA % BURKHART ADVERTISING
3617 E MISHAWAKA AVE	018-6097-3477	PROPERTIES OF VALUE LLC
3623 E MISHAWAKA AVE	018-6097-3479	OMA AND OPA LLC
Unimproved Parcel	018-6116-4167	BRENAY JAMES A & PHYLLIS M
1117 E MISHAWAKA AVE	018-6116-4169	BRENAY JAMES A & PHYLLIS M
1107 E MISHAWAKA AVE	018-6116-4171	B & A HOMES LLC
Unimproved Parcel	018-6131-4651	BLOSS DEL & DARYL RE #1 LLC
2620 E MISHAWAKA AVE	018-6137-4710	SURPLUS INSURANCE BROKERS AGENCY INC
2626 E MISHAWAKA AVE	018-6137-471001	NUFER DAVID A LLC
1601 LINCOLN WAY E	018-7079-2870	HIGHFIELD JAMES R % NUNEMAKERS
Unimproved Parcel	018-7079-2871	HIGHFIELD JAMES R % NUNEMAKERS
Unimproved Parcel	018-7079-2872	LEFTA LLC
1615 LINCOLN WAY E	018-7079-2873	INDIANA UNIVERSITY TRUSTEES OF
Unimproved Parcel	018-7079-287301	HIGHFIELD JAMES R
Unimproved Parcel	018-7079-2875	INDIANA UNIVERSITY TRUSTEES OF
Unimproved Parcel	018-7079-2876	INDIANA UNIVERSITY TRUSTEES OF
Unimproved Parcel	018-7079-2877	INDIANA UNIVERSITY TRUSTEES OF
1631 LINCOLN WAY E	018-7079-2879	INDIANA UNIVERSITY TRUSTEES OF
1641 LINCOLN WAY E	018-7079-2882	INDIANA UNIVERSITY FOUNDATION INC
Unimproved Parcel	018-7079-2883	INDIANA UNIVERSITY FOUNDATION INC
1717 LINCOLN WAY E	018-7079-2884	INDIANA UNIVERSITY FOUNDATION INC
1721 LINCOLN WAY E	018-7079-288409	INDIANA UNIVERSITY FOUNDATION INC

Property Address	Parcel ID	Owner of Record
1605 N IRONWOOD DR	024-1001-0402	SPIRIT MASTER FUNDING VI LLC
1539 N IRONWOOD DR	024-1001-040301	REAL ESTATE FINANCIAL GROUP INC
1519 N IRONWOOD DR	024-1001-0404	MCDONALDS USA LLC (169/13)% KADA PARTNERSHIP
1501 N IRONWOOD DR	024-1001-040501	KAMM PROPERTIES SOUTH INC
1437 N IRONWOOD DR	024-1001-0406	SPRING MILL INVESTMENTS LLC
1420 ROSEMARY LN	024-1001-040601	VILLAGE TERRE LIMITED PATNERSHIP % PORTAGE REALTY
UNIMPROVED PARCEL	024-1001-0412	SMOGAR LOUIS E JR AND SMOGAR ROBERT F W/ LIFE ESTATE FOR SMOGAR ROBERT F
2109 EDISON RD	024-1001-0413	SMOGAR LOUIS E JR AND SMOGAR ROBERT F W/ LIFE ESTATE FOR SMOGAR ROBERT F
2123 EDISON RD	024-1001-0414	HEIDNER PROPERTIES INC
2123 EDISON RD	024-1001-0415	HEIDNER PROPERTIES INC
1421 N IRONWOOD DR	024-1001-041701	CASA MARIN LLC
UNIMPROVED PARCEL	024-1001-041901	CASA MARIN LLC
UNIMPROVED PARCEL	024-1001-0421	SMOGAR LOUIS E JR AND SMOGAR ROBERT F W/ LIFE ESTATE FOR SMOGAR ROBERT F
2022 SOUTH BEND AVE	024-1001-0422	TOTH ENTERPRISES LLC
2022 SOUTH BEND AVE	024-1001-042201	TOTH ENTERPRISES LLC
2028 SOUTH BEND AVE	024-1001-0424	WAS RICHARD JR
2046 SOUTH BEND AVE	024-1001-0425	DEV H12 LLC
2122 SOUTH BEND AVE	024-1001-0428	DEV 2122/28 SR 23 LLC
1701 N IRONWOOD DR	024-1001-0429	DEV 1701 IRONWOOD LLC
2128 SOUTH BEND AVE	024-1001-042901	DEV 2122/28 SR 23 LLV
1701 N IRONWOOD DR	024-1001-0430	DEV 1701 IRONWOOD LLC
UNIMPROVED PARCEL	024-1001-0431	DEV 1701 IRONWOOD LLC
2150 SOUTH BEND AVE	024-1001-0432	EMRO MARKETING COMPANY
1725 N IRONWOOD DR	024-1001-0433	DEV 1725 IRONWOOD LLC
1733 N IRONWOOD DR	024-1001-0434	CGC REALTY LLC
1639 N IRONWOOD DR	024-1002-0551	INDIANA LAND TRUST 1639/2011
1635 N IRONWOOD DR	024-1002-0552	1635 IRONWOOD LLC
2101 E IRONWOOD CIR	024-1002-0553	JINCO INC
2029 E IRONWOOD CIR	024-1002-0554	JINCO INC
2101 IRONWOOD CIR	024-1002-0555	JINCO INC
2004 E IRONWOOD CIR	024-1002-0556	FTC PROPERTIES LLC
2004 E IRONWOOD CIR	024-1002-0557	FTC PROPERTIES LLC
2004 E IRONWOOD CIR	024-1002-0558	FTC PROPERTIES LLC
2010 E IRONWOOD CIR	024-1002-0559	FTC PROPERTIES LLC
2018 E IRONWOOD CIR	024-1002-0560	LAKE COUNTY TRUST COMPANY TRUST NO 6297
2026 E IRONWOOD CIR	024-1002-0561	2026 IRONWOOD CIRCLE ASSOCIATES LLC
2104 E IRONWOOD CIR	024-1002-0562	SIERADZKI JAMES Z & CHRISTINE E
UNIMPROVED PARCEL	024-1002-0563	SPIRIT MASTER FUNDING VI LLC
2012 E IRONWOOD CIR	024-1002-0564	JOSI PROPERTIES LLC
1662 W TURTLE CREEK DR	024-1003-0565	UND PROPERTY OWNER LLC

1841 SOUTH BEND AVE	024-1003-056601	FORTUNE WORLD INC
1733 SOUTH BEND AVE	024-1003-056602	OUYANG WEI
1801 SOUTH BEND AVE	024-1003-056603	FORTUNE WORLD INC
1735 SOUTH BEND AVE	024-1003-056604	HAYES CHARLES S INC
1717 SOUTH BEND AVE	024-1003-0567	BOTH FEET LLC
1723 SOUTH BEND AVE	024-1003-0569	FORTUNE WORLD INC
1707 SOUTH BEND AVE	024-1008-0619	WITT DAVID A
UNIMPROVED PARCEL	024-1008-0620	WITT DAVID A
1711 SOUTH BEND AVE	024-1008-0621	WITT DAVID A
1711 SOUTH BEND AVE	024-1008-0622	WITT DAVID A
1903 EDISON RD	024-1008-0630	MULDOON JOHN F
1919 EDISON RD	024-1008-0631	HAMEL TRAVIS J
1424 HARRINGTON DR	024-1008-0632	LUTZ DAVID W AND AMELIA A O
UNIMPROVED PARCEL	024-1008-0633	LUTZ DAVID W AND AMELIA A O
UNIMPROVED PARCEL	024-1008-063301	RADOMSKI JAMES AND BRANDY
1516 HARRINGTON DR	024-1008-0634	RADOMSKI JAMES AND BRANDY
1522 HARRINGTON DR	024-1008-0635	JOHNSON DAVID R
1530 HARRINGTON DR	024-1008-0636	JONES JANET
1555 ROSEMARY LN	024-1008-0637	SONG QIYANG
1517 ROSEMARY LN	024-1008-0638	MUNDY MARGARET AND JAMES
1515 ROSEMARY LN	024-1008-0639	RIDGES JACKIE
1423 ROSEMARY LN	024-1008-0640	ROBINET PEDRO G
1415 ROSEMARY LN	024-1008-0641	VARGA JOSEPH PATRICK-
1937 EDISON RD	024-1008-0642	PLUNKETT JAMES R & DIANE M
2007 EDISON RD	024-1008-0643	JAMES ANDREA L
2025 EDISON RD	024-1008-0644	TGM PROPERTIES LLC
1952 CHARLES ST	024-1008-0645	OUYANG WEI
1944 CHARLES ST	024-1008-0647	MUNDT LEO N & MARY ELLEN
1932 CHARLES ST	024-1008-0648	CERVANTES VINCENTE T & ANNA M
1932 CHARLES ST	024-1008-0649	CERVANTES VICENTE T & ANNA M
1920 CHARLES ST	024-1008-0650	LEWIS TOBIN KNAPP AND SUZANNE BRAY
1740 SOUTH BEND AVE	024-1008-0654	BEACH HOUSE LLC
1820 SOUTH BEND AVE	024-1008-0655	BTW HOLDINGS LLC
1818 SOUTH BEND AVE	024-1008-0656	BTW HOLDINGS LLC
UNIMPROVED PARCEL	024-1008-0657	BTW HOLDINGS LLC
1902 SOUTH BEND AVE	024-1008-0658	BTW HOLDINGS LLC
1904 SOUTH BEND AVE	024-1008-0659	STATE OF INDIANA
UNIMPROVED PARCEL	024-1008-0660	STATE OF INDIANA
UNIMPROVED PARCEL	024-1008-0661	STATE OF INDIANA
UNIMPROVED PARCEL	024-1008-066101	WAS RICHARD JR
UNIMPROVED PARCEL	024-1008-0662	STATE OF INDIANA
1939 CHARLES ST	024-1008-0663	FTC PROPERTIES LLC
1939 CHARLES ST	024-1008-0664	FTC PROPERTIES LLC
1947 CHARLES ST	024-1008-0665	FCT PROPERTIES LLC
2007 SOUTH BEND AVE	024-1106-539710	SALVATION ARMY
1801 N IRISH WAY	024-1106-539712	IRISH WAY LLC
UNIMPROVED PARCEL	024-1106-539714	SALVATION ARMY

Appendix D – DEVELOPMENT AREA PLAN DOCUMENTS

The following plans cover all or some of the River East Development Area and provide further details on the activities, goals, and objectives within it:

CITYWIDE PLANS

- [Bike South Bend 2010-12 Plan](#) (2010)
- [South Bend Comprehensive Plan \(City Plan\)](#) (2006)
- [Housing and Community Development Plan](#) (2009)

NEIGHBORHOOD PLANS

- [East Bank Village Master Plan – Phase 1](#) (2008)
- [Howard Park Neighborhood Plan](#) (2012)

COMMERCIAL CORRIDOR PLANS

- [Mishawaka Avenue Streetscape Beautification Plan](#) (2008)

VENUES, PARKS & ARTS PLANS

- [Riverfront Parks & Trails Conceptual Framework \(View Riverfront Parks & Trails Page\)](#) (2016)

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”), is effective as of April 14, 2022 (the “Effective Date”), by and between the City of South Bend, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the “Commission”), and Claeys Candy Inc., an Indiana corporation (“Claeys”), and GFC Holdings LLC, an Indiana limited liability company (“GFC”), both with an address at 525 S Taylor Street, South Bend, Indiana 46634 (together, Claeys and GFC are the “Developer”) (each, a “Party,” and collectively, the “Parties”).

RECITALS

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

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

WHEREAS, GFC owns certain real property described in **Exhibit A**, together with all improvements thereon and all easements, rights, licenses, and other interests appurtenant thereto (collectively, the “Developer Property”); and

WHEREAS, the Developer currently has private financing and desires to construct a new facility on the Developer Property (the “Project”); and

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

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

WHEREAS, in order to develop the Developer Property as required by the Project and to ensure system capacity for the Area, a larger utility main pipeline for gas services is required; and

WHEREAS, construction of a larger main pipeline for gas services will serve to advance the purposes of the development of the Area; and

WHEREAS, the Commission believes that developing the Area and the completion of the Project as described herein is in the best interests of the City and its residents; and

WHEREAS, the Commission desires to facilitate and assist the Project by undertaking financing the Developer’s portion of the installation of the larger gas utility main pipeline in the Area (the “Local Public Improvements”), subject to the terms and conditions of this Agreement and in accordance with the Act.

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

SECTION 1. DEFINITIONS.

Unless otherwise defined in this Agreement, capitalized terms used in this Agreement have the following meanings:

1.1 Assessed Value. “Assessed Value” means the market value-in-use of a property, used for property tax assessment purposes as determined by the St. Joseph County Assessor.

1.2 Funding Amount. “Funding Amount” means an amount not to exceed Ninety-Three Thousand Eight Hundred Twenty-Four Dollars and Sixty-One Cents (\$93,824.61) of tax increment finance revenues to be used for paying the costs associated with the construction, equipping, inspection, and delivery of the Local Public Improvements.

1.3 Private Investment. “Private Investment” means an amount no less than Eight Million One Hundred Fifty-Two Thousand Four Hundred Eighty-Four Dollars (\$8,152,484.00) to be expended by the Developer for the costs associated with constructing the improvements set forth in the Project Plan, including architectural, engineering, and any other costs directly related to completion of the Project that are expected to contribute to increases in the Assessed Value of the Developer Property.

SECTION 2. INTERPRETATION, TERMS, AND RECITALS.

2.1 Interpretation.

(a) The terms “herein,” “hereto,” “hereunder,” and all terms of similar import shall be deemed to refer to this Agreement as a whole rather than to any Article of, Section of, or Exhibit to this Agreement.

(b) Unless otherwise specified, references in this Agreement to (i) “Section” or “Article” shall be deemed to refer to the Section or Article of this Agreement bearing the number so specified, (ii) “Exhibit” shall be deemed to refer to the Exhibit of this Agreement bearing the letter or number so specified, and (iii) references to this “Agreement” shall mean this Agreement and any exhibits and attachments hereto.

(c) Captions used for or in Sections, Articles, and Exhibits of this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

(d) The terms “include”, “including” and “such as” shall each be construed as if followed by the phrase “without being limited to.”

2.2 Recitals. The Recitals set forth above are incorporated into and are a part of this Agreement for all purposes.

SECTION 3. DEVELOPER’S OBLIGATIONS.

3.1 Generally. The Parties acknowledge and agree that the Commission’s agreements to perform and abide by the covenants and obligations set forth in this Agreement are material

consideration for the Developer's commitment to perform and abide by the covenants and obligations of the Developer contained in this Agreement.

3.2 The Project. The Developer will perform all necessary work and expend the Private Investment to complete the Project and will comply with all zoning and land use laws and ordinances.

3.3 Obtain Necessary Easements. The Developer shall obtain or cause to be obtained any and all easements from any governmental entity and/or any other third parties that the Developer deems necessary or advisable in order to complete the Local Public Improvements.

3.4 Timeframe for Completion. Except as otherwise set forth herein, the Developer hereby agrees to complete the Project and any other obligations the Developer may have under this Agreement by the date that is twelve (12) months after the Effective Date of this Agreement (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.

3.5 Costs and Expenses of Construction of Project. The Developer hereby agrees to pay, or cause to be paid, all costs and expenses of planning, construction, management, and all other activities or purposes associated with the Project (including legal, architectural, and engineering fees), exclusive of the Local Public Improvements, which shall be paid for by the Commission by and through the Funding Amount subject to the terms of this Agreement.

3.6 Non-Interference. Developer hereby agrees to use commercially reasonable efforts to minimize disruption for those living and working near the Developer Property during construction of the Project.

3.7 Insurance. The Developer shall purchase and maintain comprehensive insurance coverage as is appropriate for the work being performed with respect to the Project.

3.8 Option to Purchase Agreement. The Developer shall enter into, or shall cause the execution of, an Option Agreement with the Commission pertaining to the sale of its current facility at 525 S Taylor Street, South Bend, Indiana concurrently with the execution of this Agreement.

SECTION 4. COMMISSION'S OBLIGATIONS.

4.1 Generally. The Parties acknowledge and agree that the Developer's agreement to perform and abide by the covenants and obligations set forth in this Agreement is material consideration for the Commission's commitment to perform and abide by the covenants and obligations of the Commission contained in this Agreement.

4.2 Completion of Local Public Improvements.

(a) The Commission hereby agrees to execute any documents necessary to ensure the timely financing of the Developer's portion of the gas utility main pipeline.

(b) Notwithstanding anything contained herein to the contrary, in the event the costs associated with the Local Public Improvements are in excess of the Funding Amount, Developer shall pay the amount of such excess costs. In no event will the Commission be required to spend more than the Funding Amount in connection with the Local Public Improvements.

SECTION 5. COOPERATION IN THE EVENT OF LEGAL CHALLENGE.

5.1 Cooperation. In the event of any administrative, legal, or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of this Agreement, the Parties shall cooperate in defending such action or proceeding to settlement or final judgment including all appeals. Each Party shall select its own legal counsel and retain such counsel at its own expense, and in no event shall the Commission be required to bear the fees and costs of the Developer's attorneys nor shall the Developer be required to bear the fees and costs of the Commission's attorneys. The Parties agree that if any other provision of this Agreement, or this Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the Parties agree to be bound by the terms of this Section 5.1, which shall survive such invalidation, nullification, or setting aside.

SECTION 6. DEFAULT.

6.1 Default. Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. Upon the occurrence of a default under this Agreement, the non-defaulting Party may (a) terminate this Agreement, or (b) institute legal proceedings at law or in equity (including any action to compel specific performance) seeking remedies for such default. If the default is cured within thirty (30) days after the notice described in this Section 7.1, then no default shall exist and the noticing Party shall take no further action.

6.2 Reimbursement Obligation. In the event that the Developer fails (a) to complete the Project by the Mandatory Project Completion Date, or (b) to expend the full amount of the Private Investment by the Mandatory Project Completion Date, then upon the written demand of the Commission, the Developer will repay the Commission One Hundred Fifty Percent (150%) of the portion of the Funding Amount expended by the Commission in furtherance of the Local Public Improvements as of the date of the Commission's demand.

6.3 Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, none of the Parties shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, pandemic or pandemic response, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires,

casualties, acts of God, acts of terrorism, restrictions imposed or mandated by governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environments regulations, contract defaults by third parties, or similar basis for excused performance which is not within the reasonable control of the Party to be excused (each, an event of “Force Majeure”). Upon the request of any of the Parties, a reasonable extension of any date or deadline set forth in this Agreement due to such cause will be granted in writing for a period necessitated by the event of Force Majeure, or longer as may be mutually agreed upon by all the Parties.

SECTION 7. NO AGENCY, JOINT VENTURE, OR PARTNERSHIP; CONFLICT OF INTEREST; INDEMNITY.

7.1 No Agency, Joint Venture or Partnership. The Parties acknowledge and agree that:

(a) The Project is a private development;

(b) Neither the Commission nor the Developer has any interest or responsibilities for, or due to, third parties concerning any improvements until such time, and only until such time, that the Commission and/or the Developer expressly accepts the same; and

(c) The Parties hereby renounce the existence of any form of agency relationship, joint venture or partnership between the Commission and the Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the Commission and the Developer.

7.2 Conflict of Interest; Commission Representatives Not Individually Liable. No member, official, or employee of the Commission or the City may have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No member, official, or employee of the Commission or the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the Commission or for any amount which may become due to the Developer, or its successors and assigns, or on any obligations under the terms of this Agreement. No partner, member, employee, or agent of the Developer or successors of them shall be personally liable to the Commission under this Agreement.

7.3 Indemnity. The Developer agrees to indemnify, defend, and hold harmless the Commission and the City from and against any third-party claims suffered by the Commission or the City resulting from or incurred in connection with the Local Public Improvements or the Project.

SECTION 8. MISCELLANEOUS.

8.1 Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall continue in full force and effect unless amended or modified by mutual consent of the parties.

8.2 Waiver. Neither the failure nor any delay on the part of a Party to exercise any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise of the same or of any right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of any such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

8.3 Other Necessary Acts. Each Party shall execute and deliver to the other Parties all such other further instruments and documents as may be reasonably necessary to accomplish the Project and the Local Public Improvements contemplated by this Agreement and to provide and secure to the other Parties the full and complete enjoyment of its rights and privileges hereunder. Notwithstanding the foregoing, the Parties understand and agree that certain actions contemplated by this Agreement may be required to be undertaken by persons, agencies, or entities that are not a party to this Agreement, including, but not limited to certain permits, consents, and/or approvals (to the extent they have not yet been obtained and completed), and that any action by such third parties shall require independent approval by the respective person, agency, entity, or governing body thereof.

8.4 Dispute Resolution; Waiver of Jury Trial. Any action to enforce the terms or conditions of this Agreement or otherwise concerning a dispute under this Agreement will be commenced in the courts of St. Joseph County, Indiana, unless the Parties mutually agree to an alternative method of dispute resolution. The Parties acknowledge that disputes arising under this Agreement are likely to be complex and they desire to streamline and minimize the cost of resolving such disputes. In any legal proceeding, each Party irrevocably waives the right to trial by jury in any action, counterclaim, dispute, or proceeding based upon, or related to, the subject matter of this Agreement. This waiver applies to all claims against all parties to such actions and proceedings. This waiver is knowingly, intentionally, and voluntarily made by both Parties.

8.5 Attorneys' Fees. In the event of any litigation, mediation, or arbitration between the Parties regarding an alleged breach of this Agreement, none of the Parties shall be entitled to any award of attorney's fees.

8.6 Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the Project:

(a) The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and

(b) The Developer will state, in all solicitations or advertisements for employees placed by or on behalf of the Developer, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

8.7 Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed shall be an original, but all of which together shall constitute one and the same instrument. Any electronically transmitted version of a manually executed original shall be deemed a manually executed original.

8.8 Notices and Demands. Any notice, demand, or other communication required or permitted under the terms of this Agreement may be delivered (a) by hand-delivery (which will be deemed delivered at the time of receipt), (b) by registered or certified mail, return receipt requested (which will be deemed delivered three (3) days after mailing), or (c) by overnight courier service (which will be deemed delivered on the next business day) to each Party's respective addresses and representatives stated below.

Developer: Claey's Candy Inc.
525 S Taylor Street
South Bend, IN 46634
Attn. President

GFC Holdings, LLC
525 S Taylor Street
South Bend, IN 46634
Attn. Gregg Claeys

With a copy to: _____

Attn: _____

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

With a copy to: South Bend Legal Department
1200 S. County-City Building
227 W. Jefferson Blvd.
South Bend, IN 46601
Attn: Corporation Counsel

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

8.10 Authority. Each undersigned person executing and delivering this Agreement on behalf of a Party represents and certifies that he or she is the duly authorized officer or representative of such Party, that he or she has been fully empowered to execute and deliver this Agreement on behalf of such Party, and that all necessary action to execute and deliver this Agreement has been taken by such Party.

8.11 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation other than the Parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant, or condition hereof, as third-party beneficiaries or otherwise, and all of the terms, covenants, and conditions hereof shall be for the sole and exclusive benefit of the Parties herein.

8.12 Assignment. The Developer's rights under this Agreement shall be personal to the Developer and shall not run with the land. The Developer may not assign its rights or obligations under this Agreement to any third party without obtaining the Commission's prior written consent to such assignment, which the Commission may give or withhold in its sole discretion. In the event the Developer seeks the Commission's consent to any such assignment, the Developer shall provide to the Commission all relevant information concerning the identities of the persons or entities proposed to be involved in and an explanation of the purposes for the proposed assignment(s).

8.13 Further Assurances. The Parties agree that they will each undertake in good faith, as permitted by law, any action and execute and deliver any document reasonably required to carry out the intents and purposes of this Agreement.

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

8.15 Entire Agreement. No representation, promise, or inducement not included in this Agreement will be binding upon the Parties hereto. This Agreement cannot be modified except by mutual agreement of the Parties set forth in a written instrument signed by the Parties' authorized representatives.

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

Signature Page Follows

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

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Troy Warner, Secretary

CLAEYS CANDY INC.

By: _____
Gregg Claeys, President

GFC HOLDINGS, LLC

By: _____
Gregg Claeys, Member

EXHIBIT A

Description of Developer Property

Property in the City of South Bend, German Township, St. Joseph County, Indiana, more particularly described as follows:

3072.47' S NW NE to POB E 594', N 499.67, W 1200.44, S 500, E 605.99, N 0.35' Sec 20 38 2e
21/22

Containing 13.772 acres

Parcel ID: 025-1018-062810

State ID: 71-03-20-401-005.000-009

Commonly known as 5229 Nimtz Parkway, South Bend, Indiana 46628

MEMORANDUM OF OPTION AGREEMENT

This Memorandum of Option Agreement (this “Memorandum”) is entered into as of the 14 day of April, 2022 (the “Effective Date”), by and between South Bend Redevelopment Commission, governing body of the Department of Redevelopment of the City of South Bend, Indiana (the “Commission”), and Gregg Claeys (“Claeys”) and Michael D. Machalleck (“Machalleck”), each an individual (together, Claeys and Machalleck are referred to as the "Developer") (the Commission and the Developer are each sometimes referred to herein as a "Party" or collectively as the "Parties").

WITNESSETH

WHEREAS, the Developer is the owner of that certain real estate situated in the City of South Bend, County of St. Joseph and State of Indiana, comprising 5 parcels and described on Exhibits A and B, attached hereto and made a part hereof as if fully rewritten herein (the “Real Estate”); and

WHEREAS, as of the date hereof, the Commission and the Developer entered into an Option Agreement (the “Agreement”) whereby the Developer granted the Commission an exclusive option (the “Option”) to purchase the Real Estate (the “Option Property”) upon terms and conditions more particularly set forth in the Agreement; and

WHEREAS, the parties are desirous of placing their interests therein as a matter of record.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and the parties intending to be legally bound thereby, the parties hereto hereby agree as follows:

1. The term of the Option commenced upon the Effective Date and shall continue until 11:59 p.m. on the second (2nd) anniversary thereof, unless earlier terminated pursuant to terms set forth in the Agreement.

2. This Memorandum may be executed in any number of counterparts, each of which counterpart, when so executed and delivered, shall be an original, but all such counterparts when taken together shall constitute but one and the same Memorandum.

3. The recitals set forth above are true and correct and are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

SOUTH BEND REDEVELOPMENT
COMMISSION

By: _____
Marcia I. Jones, President

ATTEST:

By: _____
Troy Warner, Secretary

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

Before me, the undersigned, a Notary Public in and for said State, personally appeared Marcia I. Jones and Troy Warner, known by me to be President and Secretary, respectively, of the Commission in the foregoing Memorandum, and who, in such capacity, acknowledged the execution of the same, being authorized so to do.

WITNESS my hand and Notarial Seal this _____ day of _____,
2022.

_____, Notary Public
Residing in _____ County, IN

My Commission Expires: _____

GREGG CLAEYS

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

Before me, the undersigned, a Notary Public in and for said State, personally appeared Gregg Claeys, being an individual set forth as the Developer in the above Memorandum of Option and acknowledged the execution of the same as his free and voluntary act and deed.

WITNESS my hand and Notarial Seal this _____ day of _____,
2015.

_____, Notary Public
Residing in _____ County, IN

My Commission Expires: _____

MICHAEL D. MACHALLECK

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

Before me, the undersigned, a Notary Public in and for said State, personally appeared Michael D. Machalleck, being an individual set forth as the Developer in the above Memorandum of Option and acknowledged the execution of the same as his free and voluntary act and deed.

WITNESS my hand and Notarial Seal this _____ day of _____, 2015.

_____, Notary Public
Residing in _____ County, IN

My Commission Expires: _____

This instrument was prepared by Sandra L. Kennedy, Corporation Counsel, City of South Bend, Indiana, 227 W. Jefferson Boulevard, 1200S, South Bend, Indiana 46601.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Sandra L. Kennedy

EXHIBIT A

Parcel 1:

Lots 1 & 2 and the Vacated Alley N and Adjacent in Touhey & Hagery's Subdivision of Lot 59 Bol.

Parcel No. 018-3043-1650

Parcel 2:

Lots 3 & 4 in Touhey & Hagery's Subdivision of Lot 59 Bol.

Parcel No. 018-3043-1653

Commonly known as 525 S Taylor St., South Bend, Indiana

EXHIBIT B

Parcel 1:

Property Address: 522 S Taylor St
South Bend, IN

Legal Description: 31'S End Lot 14 Vails Sub Blk 10

Tax Key Number: 018-3014-0512

State Parcel ID: 71-08-11-427-032.000-026

Parcel 2:

Property Address: Vacant Lot on Taylor St and South St
South Bend, IN

Legal Description: Lot 15 & 16 Ex 34 Ft E End Vails Sub Blk 10

Tax Key Number: 018-3014-0513

State Parcel ID: 71-08-11-427-011.000-026

Parcel 3:

Property Address: Vacant Lot on South St
South Bend, IN

Legal Description: 34 Ft. E End of Lots 15 & 16 Vails Sub Blk 10

Tax Key Number: 018-3014-0514

State Parcel ID: 71-08-11-427-012.000-026

OPTION TO PURCHASE AGREEMENT

THIS EXCLUSIVE OPTION TO PURCHASE AGREEMENT (the "Option Agreement") is made and entered into by and between the South Bend Redevelopment Commission, governing body of the South Bend Department of Redevelopment ("Commission"), and Gregg Claeys ("Claeys") and Michael D. Machalleck ("Machalleck"), each an individual (together, Claeys and Machalleck are referred to as the "Developer") (the Commission and the Developer are each sometimes referred to herein as a "Party" or collectively as the "Parties").

PRELIMINARY STATEMENT

Developer is the owner of certain real estate, as more particularly described in **Exhibits A and B** to this Option Agreement (the "Real Estate"). The Parties have entered into a certain Development Agreement dated concurrently herewith relating to the Developer's construction of a new facility within the City of South Bend and the Commission's contribution to the construction of a gas utility main pipeline (the "Development Agreement"). Pursuant to the Development Agreement, Developer agrees to grant to the Commission an exclusive option to purchase the Real Estate and, in the event of exercise of said option, Developer agrees to sell the Real Estate to the Commission, upon the terms and conditions hereinafter set forth. Unless otherwise specified herein, all capitalized terms have the meaning set forth in the Development Agreement.

In consideration of the mutual promises contained in this Option Agreement, the Parties agree to the following:

AGREEMENT

1. **Exclusive Option to Purchase.** The Developer hereby grants the Commission the exclusive option to purchase the Real Estate, subject to the terms and conditions set forth herein (the "Option"). The Option must be exercised by Commission, if at all, no later than the expiration of the Option Period, which is herein defined as two (2) years from the date hereof (the "Option Period"). As consideration for this Option, the parties acknowledge that the Commission will pay the Funding Amount (the "Option Payment").

2. **Exercise of Option.** Commission may exercise the Option by giving notice to the Developer in writing during the Option Period in the manner provided for the giving of notices in Section 10 of this Option Agreement. The Option Payment shall be applied to the purchase price for the Real Estate.

3. **Purchase Price.** In the event of exercise, the Commission shall purchase from Developer and Developer shall sell to the Commission, the Real Estate for the purchase price of Five Hundred Fifty Thousand Dollars (\$550,000.00), minus the amount of the Option Payment \, as well as any costs typically paid by the seller at closing, including but not limited to taxes, closing costs, and transfer fees (the "Purchase Price").

4. Purchase Agreement and Closing. If the Option is exercised, the Commission and Developer will promptly negotiate the terms of a purchase agreement for the Real Estate, which shall include the Purchase Price and shall specify that the Commission shall accept the real estate comprising the parking lot, described in Exhibit B, as-is with all faults. and that all environmental remediation deemed reasonable and necessary by the Commission in its sole discretion with regard to the property on which the building is situated (including any remediation with respect to the building itself), as such property is described in Exhibit A, shall be completed by the Developer prior to closing. The Commission and its counsel shall be responsible for preparing the initial draft of the purchase agreement, which will be in a form customary for transactions of similar scope and significance to the Parties and, with the exception of the foregoing, will include customary representations, warranties, indemnities, covenants, customary conditions of closing and other customary matters. At closing, Developer shall deliver a warranty deed free and clear of all encumbrances excepting and subject to all legal highways, applicable zoning ordinances, and easements of record and real estate taxes and assessments prorated in accordance with local custom.

5. Recording of Memorandum. The Parties shall concurrently herewith execute, record and place of record a memorandum of this Option Agreement in the office of the County Recorder of St. Joseph County, Indiana.

6. Governing Law and Jurisdiction. This Option Agreement will be governed by Indiana law, without regard to principles of conflicts of law. Any dispute between the Parties shall be heard in any court of competent jurisdiction in St. Joseph County, Indiana.

7. Benefit of the Parties. This Option Agreement is made solely for the benefit of the Parties, and no one else shall acquire or have any right under (or by virtue of) this Option Agreement.

8. Binding Effect and Assignment. This Option Agreement shall be binding upon and inure to the benefit of the Parties and to their respective successors and assigns. The rights and obligations contained in this Option Agreement shall not be assigned by either Party.

9. Amendment. This Option Agreement may only be amended or modified as may be agreed upon in writing by all Parties.

10. Notices. All notices and other communications hereunder shall be in writing and shall be furnished by hand delivery or by registered or certified mail to the Parties at the addresses set forth below. Any such notice shall be duly given upon the date it is delivered to the addresses shown below, addressed as follows:

If to the Commission, to:

South Bend Redevelopment Commission
c/o Department of Community Investment
227 W. Jefferson Blvd., Suite 1400 S.
South Bend, IN 46601
Attn: Executive Director

With a copy to:

City of South Bend Department of Law
227 W. Jefferson Blvd., Suite 1200 S.
South Bend, IN 46601
Attn: Corporation Counsel

If to Developer, to:

Gregg Claeys
Michael D. Machalleck
525 S Taylor St.

South Bend, IN 46634

With a copy to:

11. Severability. If any term, provision, covenant or restriction contained in this Option Agreement that is intended to be binding and enforceable is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions contained in this agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12. Waiver. Neither the failure nor any delay on the part of a Party to exercise any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise of the same or of any right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of any such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

13. Authority. Each undersigned person executing and delivering this Agreement on behalf of a Party represents and certifies that he or she is the duly authorized officer or representative of such Party, that he or she has been fully empowered to execute and deliver this Agreement on behalf of such Party, and that all necessary action to execute and deliver this Agreement has been taken by such Party.

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

15. Entire Agreement. The Parties acknowledge that upon final execution of this Option Agreement, all previous statements, proposals, offers and information and any oral statements or understandings are hereby rendered void, null, and of no legal consequence in

connection with the subject matter hereof and that this Option Agreement represents an expression of the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements or understandings of any kind between the Parties with respect to the subject matter hereof.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Option to Purchase Agreement on the ____ day of _____ 2022.

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Troy Warner, Secretary

GREGG CLAEYS

MICHAEL MACHALLECK

EXHIBIT A

Real Property Legal Description - Building

Parcel 1:

Lots 1 & 2 and the Vacated Alley N and Adjacent in Touhey & Hagery's Subdivision of Lot 59 Bol.

Parcel No. 018-3043-1650

Parcel 2:

Lots 3 & 4 in Touhey & Hagery's Subdivision of Lot 59 Bol.

Parcel No. 018-3043-1653

Commonly known as 525 S Taylor St., South Bend, Indiana

EXHIBIT B

Real Property Legal Description – Parking Lot

Parcel 1:

Property Address: 522 S Taylor St
South Bend, IN

Legal Description: 31'S End Lot 14 Vails Sub Blk 10

Tax Key Number: 018-3014-0512

State Parcel ID: 71-08-11-427-032.000-026

Parcel 2:

Property Address: Vacant Lot on Taylor St and South St
South Bend, IN

Legal Description: Lot 15 & 16 Ex 34 Ft E End Vails Sub Blk 10

Tax Key Number: 018-3014-0513

State Parcel ID: 71-08-11-427-011.000-026

Parcel 3:

Property Address: Vacant Lot on South St
South Bend, IN

Legal Description: 34 Ft. E End of Lots 15 & 16 Vails Sub Blk 10

Tax Key Number: 018-3014-0514

State Parcel ID: 71-08-11-427-012.000-026