



South Bend

Redevelopment Commission

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

Agenda

Regular Meeting, August 25, 2022 – 9:30 a.m.

<http://tiny.cc/RDC082522> or **BPW Conference Room 13th Floor**

1. Roll Call

2. Approval of Minutes

- A. Minutes of the Regular Meeting of Thursday, July 28, 2022

3. Approval of Claims

- A. Claims Allowance Request 07.29.22
- B. Claims Allowance Request 08.03.22
- C. Claims Allowance Request 08.10.22
- D. Claims Allowance Request 08.16.22
- E. Claims Allowance Request 08.19.22A
- F. Claims Allowance Request 08.19.22

4. Old Business

5. New Business

- A. River East Development Area
 - 1. First Amendment Fire Station No. 9

6. Progress Reports

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

7. Next Commission Meeting:

Thursday, September 8, 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**

July 28, 2022 – 9:30 am

<https://tinyurl.com/RDC72822> or BPW Conference Room 13th Floor

Presiding: Marcia Jones, President

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

1. ROLL CALL

Members Present:	Marcia Jones, President - IP Don Inks, Vice-President - IP Troy Warner, Secretary - IP Eli Wax, Commissioner – IP Vivian Sallie, Commissioner, IP	IP = In Person V = Virtual
Members Absent:	Leslie Wesley, Commissioner	
Legal Counsel:	Sandra Kennedy, Esq. Danielle Campbell-Weiss, Esq.	
Redevelopment Staff:	Mary Brazinsky, Board Secretary - V	
Others Present:	Laura Althoff Andrew Netter Rachel Boyles Michael Divita Kara Boyles Leslie Biek Charlotte Brach Jim Conklin Jeremy Lugbill Conrad Damian Matt Barrett Bill Panzica WNDU	DCI - V DCI - V DCI - V DCI - V Engineering - V Engineering - V Engineering - V Cultivate Culinary - IP Career Academy - V Resident - V Resident - IP Crescent Michiana - V Media - V

2. Approval of Minutes

- **Approval of Minutes of the Regular Meeting of Thursday, July 14, 2022**

Upon a motion by Vice-President Inks, seconded by Commissioner Sallie, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, July 14, 2022.

3. Approval of Claims

- **Claims Submitted for July 26, 2022**

Upon a motion by Vice-President Inks, seconded by Commissioner Sallie, the motion carried unanimously, the Commission approved the claim July 26, 2022, submitted on Thursday, July 28, 2022.

4. Old Business

5. New Business

A. River West Development Area

1. Waiver and Release (Blackthorn Office Park Lot 4a)

Mr. Molnar Presented Waiver and Release (Blackthorn Office Park Lot 4a). This property is located off Nimitz on Crescent Circle just south of the toll road. The original property agreement from 2002 specified that an office building and parking lot would be built on this site. The original purchase price was \$162,400 and they had a faithful performance guarantee of \$23,332 which was extra money given to the commission as incentive for completion of the project. If the agreement was completed, they would have received a certificate of completion and we would have returned the \$23k. The commission has retained the money over the last two decades as the agreement was not fulfilled.

Crescent Michiana, which owned the property, wishes to transfer the property to the Career Academy. The commission has the right to approve or deny this transfer. Upon review, staff recommends this transfer. The owner had paid \$162k plus \$23k performance guarantee in 2002. Today the assessed property value is \$22k. Staff agrees that it would not be in the city's best interest to re-market this property. A waiver and release has been prepared which outlines the obligations of the transfer. Commission approval is requested.

Vice-President Inks asked what happens to the performance guarantee?

Mr. Molnar states the city keeps it as Crescent Michiana did not achieve the performance guarantee.

Vice-President Inks asked if this property is still part of an owner's association?

Mr. Molnar stated he believes it is, however, the once strict rules and policies have

changed.

Commissioner Wax asked if the waiver is conditional on them giving it to Career Academy?

Mr. Molnar stated yes; Career Academy will be using this to expand their grounds.

Bill Panzica, Crescent Michiana noted that the city had given property to Career Academy that they will be using for athletic field. The school acquired the building to the east which they are using for their master planning to possibly have additional parking for the school athletic field or to be able to connect the two buildings for additional classes and programs.

Jeremy Lugbill, Career Academy noted that as the school continues to develop and grow; they would like to connect the two buildings. With the land that the city gave to the school, the students use for environmental studies and are clearing trails, laying mulch, doing soil samples and learning. They would like to eventually expand.

Upon a motion by Commissioner Sallie, seconded by Secretary Warner, the motion carried unanimously, the Commission approved Waiver and Release (Blackthorn Office Park Lot 4a) submitted on Thursday, July 28, 2022.

2. **Real Estate Purchase Agreement (Cultivate Culinary School and Catering Inc).** Mr. Molnar Presented Real Estate Purchase Agreement (Cultivate Culinary School and Catering). This land is located along Prairie Avenue just west of Ignition Park where Prairie and Campbell come together. The property went through the disposition process in 2014 for a minimum bid of \$63,500. No bids were received.

Cultivate Culinary School and Catering approached the city to purchase the property and provided plans which staff recommends. The property assessed value is \$60k. The school will purchase the property with the agreement of a minimum investment of \$3M to build a minimum 12,000 square foot building specifically as a cold storage building. They will have twelve full-time employees staffed by cultivate with a 60-month completion due date. This is a little longer than normal requirements, however, they are fundraising and need a little more building time. The city has the right to take the property back if obligations are not met or cultivate has the option to pay the fair market value of the property.

Jim Conklin, cultivate presented an artist rendering to the commission showing that the facility is approximately 21,000 square feet that will hold 50 to 55 truckloads of cold storage. The mission is to rescue food from food service businesses, grocery stores, catering companies, restaurants, and farmer's markets that would otherwise spoil and go to landfills. They are working with Tiffany Group out of Franklin Indiana that has 1M square feet of cold storage and they have become a regular donor to the mission. This will help to bring food into our community to help those in need. The meals go into school backpack programs in St. Joseph, Elkhart, and Marshall counties. Approximately one-

South Bend Redevelopment Commission Regular Meeting – July 28, 2022

hundred thousand pounds of food.

Cultivate also works with major grocery store chains to participate in several organizations. They are working with Fresh Thyme, Whole Foods, and Trader Joe's. They would like to work with a few of the other major grocery chains, however, they do not have the storage space yet. Jim estimates the project will be in the \$6M to \$7M price range. They will add a few employees, but this facility will basically be shipping and receiving. The project saves a lot of transportation miles and saves about 20% of food that goes into a landfill which is 12% to 14% of greenhouse gas emissions. Estimated one-hundred pounds of food goes out every single month through food pantries and almost 30,000 frozen meals to vulnerable students and pantries in the community.

The hope is to break ground and start building spring 2023. They are fundraising to finance this project. They have donors in line that have committed \$3.6 to \$4.2M.

President Jones asked how close is the nearest organization that does something similar?

Mr. Conklin replied Indianapolis which has been doing this for 24 years. The process started on the west coast and is just starting to take hold in the Midwest. This is about targeting food before it perishes. Jim's team works with food from General Mill to Johnsonville which are big food manufacturers. These manufacturers place food in supply chain warehouses hoping that stores such as Kroger purchase that food. If they don't it goes to a warehouse in Franklin Indiana which donates 20 truckloads of food every month to local organizations like ours.

Commissioner Sallie asked how many employees are there currently and with the expansion how many will be hired?

Mr. Conklin replied there are eleven full-time and four to seven part-time employees. Staff will grow slowly over time with but he doesn't anticipate more than five additional people. There is a lot of volunteer support with approximately fifty-four thousand in 2021.

Matt Barrett, resident noted that this was a very impressive presentation and a great organization. Mr. Barrett also noted that this is really a pittance of a \$5M to \$6M project that is 10% of what could be potentially provided. He urges the commission and the city to keep these priorities.

Secretary Warner stated that he has volunteered and found that it was an amazing and vital organization in our community. He thanked Jim Conklin and the organization for what they are doing to help our neighborhoods.

Upon a motion by Commissioner Wax, seconded by Secretary Warner, the motion carried unanimously, the Commission approved Real Estate Purchase Agreement (Cultivate Culinary School and Catering) submitted on Thursday, July 28, 2022.

3. First Amendment to Real Estate Purchase Agreement (2401 W Western Ave)

Mr. Molnar Presented First Amendment to Real Estate Purchase Agreement (2401 W Western Ave). This is for the property located at 2401 west western avenue. July 2021, the commission approved a purchase agreement with Panderia Supermercado in the amount of \$1,000. The conditions of the contract were that a grocery store be built of at least 10,000 square feet with two additional tenant spaces. The construction was to be completed in 36 months and to employ 25 employees. City planning has final say over the design of the building. In the original agreement there was a 12 month commence construction date from closing which was September 2021. Staff is asking the commission to extend the date as it looks like they will break ground in November 2022 depending on the weather, the latest would be spring 2023. We are not asking for extension of the original 36 months completion. Michael Divita is here from our planning team if there are any questions as he has been overseeing the project. Commission approval is requested.

Upon a motion by Commissioner Wax, seconded by Secretary Warner, the motion carried unanimously, the Commission approved First Amendment to Real Estate Purchase Agreement (2401 W Western Ave) submitted on Thursday, July 28, 2022.

B. River East Development Area

1. Budget Request (Campeau Streetscape)

Ms. Boyles Presented Budget Request (Campeau Streetscape). We are asking the commission for a budget request of \$2.1M to complete the design and construction of Campeau streetscape. This is a complete street project from Campeau Street to Eddy to Notre Dame Avenue to South Bend Avenue intersection. This will improve the pedestrian and bicycle routes along that stretch. This shared use path will have bump outs and a raised intersection. A lot of the residents in the neighborhood have asked for more safety precautions in the area. Commission approval is requested.

Secretary Warner asked if this takes the path all the way to the East Bank trail or is that separate funding?

Ms. Boyles stated that it will be separate funding for the East Bank project. We are in process applying for funds from the hotel/motel board for continuous path along South Bend Avenue all the way to Hill Street and connecting downtown into LaSalle Avenue.

Matt Barrett, resident, asked for clarification on the budget request presented as there are two very different numbers.

Charlotte Brach stated \$2.1M is the new request. The total at the bottom is what was asked for in the past and what is being asked for today.

Upon a motion by Secretary Warner, seconded by Commissioner Sallie, the motion carried unanimously, the Commission approved Budget Request (Campeau Streetscape) submitted on Thursday, July 28, 2022.

2. Budget Request (Western Streetscape Phase IV)

Ms. Leslie Biek Presented Budget Request (Western Streetscape Phase IV). This budget request in the amount of \$1,300 is to contract with HWC for additional utility located to verify existing utilities prior to boring. This will be from Walnut to Chapin Streets. Commission approval is requested.

Upon a motion by Vice-President Inks, seconded by Commissioner Sallie, the motion carried unanimously, the Commission approved Budget Request (Western Streetscape Phase IV) submitted on Thursday, July 28, 2022.

6. Progress Reports

A. Tax Abatement

1. Mr. Molnar noted that the Council approved the first resolution of the tax abatement on the Monroe project of the former Fat Daddy's site. Ms. Deveraux told the city they applied for the tax credits ahead of the deadline and will anxiously wait until November to see if the project is approved by state.

B. Common Council

C. Other

1. Mr. Barrett, 110 S. Niles Avenue, pointed out that it was five weeks ago at the June 23rd meeting that he asked the commission to hear from Mr. David Matthews to explain where things stood on three separate projects. He is not here today.

Mr. Molnar stated that Mr. Bauer is off this week but has continued to reach out to Mr. Matthews. He will update us at the next Redevelopment Commission meeting.

7. Next Commission Meeting:

Thursday, August 11, 2022

8. Adjournment

Thursday, July 28, 2022, 10:10 a.m.

Troy Warner, Secretary

Marcia Jones, President



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

To: South Bend Redevelopment Commission
From: Daniel Parker, City Controller
Date: Friday, July 29, 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-0040738	\$4,360,065.38
GBLN-0000000	\$0.00
GBLN-0000000	\$0.00
Total:	<u>\$4,360,065.38</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: \$ 4,360,065.38

By: _____
South Bend Redevelopment Commission
Name:

Date:

Name:

Name:

Name:

Name:

Name:

Expenditure approval

2022-07-29 Debt Service Wire Payments - RDC

GBLN-0040738

Payment method: Wire-Singl
Voucher: RDCP-00008615
Payment date: 7/29/2022
Payment reference: DS0054

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001743	US BANK	20573	2015 Eddy St Commons Bonds Lease Rental Payment - Transfer to Fund 752	8/1/2022	\$1,237,000.00	436-10-102-121-452000- DS0054-	

Payment method: Wire-Singl
Voucher: RDCP-00008616
Payment date: 7/29/2022
Payment reference: DS0163

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001743	US BANK	2041202	2017 Eddy St Commons Bonds - Transfer to Fund 760	8/1/2022	\$963,750.00	436-10-102-121-452000- DS0163-	

Payment method: Wire-Total
Voucher: RDCP-00008617
Payment date: 7/29/2022
Payment reference: DS0169

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001743	US BANK	2010536	2018 TIF Parks Bond	8/1/2022	\$355,000.00	324-10-102-121-438100- DS0169-	
V-00001743	US BANK	2010536	2018 TIF Parks Bond	8/1/2022	\$138,300.00	324-10-102-121-438200- DS0169-	

Payment method: Wire-Total
Voucher: RDCP-00008618
Payment date: 7/29/2022
Payment reference: DS0005 & DS0006

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000187	BANK OF NEW YORK MELLON	INV 7/6/22	IBB Special Program Bonds, Series 2011A (TIF A)	8/1/2022	\$845,000.00	324-10-102-121-438100- DS0005-	

V-00000187	BANK OF NEW YORK MELLON	INV 7/6/22	IBB Special Program Bonds, Series 2011A (TIF A)	8/1/2022	\$113,925.25	324-10-102-121-438200-DS0005-
V-00000187	BANK OF NEW YORK MELLON	INV 7/6/22	IBB Special Program Bonds, Series 2011A (TIF B)	8/1/2022	\$480,000.00	324-10-102-121-438100-DS0006-
V-00000187	BANK OF NEW YORK MELLON	INV 7/6/22	IBB Special Program Bonds, Series 2011A (TIF B)	8/1/2022	\$64,916.00	324-10-102-121-438200-DS0006-

Payment method: Wire-Total
Voucher: RDPC-00008619
Payment date: 7/26/2022
Payment reference: DS0210

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001743	US BANK	2004746	2020 TIF Library Bonds	7/27/2022	\$162,174.13	324-00-000-000-102042--	



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

To: South Bend Redevelopment Commission
From: Daniel Parker, City Controller
Date: Wednesday, August 3, 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-0041095	\$1,767.00
GBLN-0000000	\$0.00
GBLN-0000000	\$0.00
Total:	<u>\$1,767.00</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: \$ 1,767.00

By: _____
South Bend Redevelopment Commission
Name:

Date:

Name:

Name:

Name:

Name:

Name:

Expenditure approval

RDC Payments-8/2/22 Pymt Run

GBLN-0041095

Payment method: ACH-Total
Voucher: RDCP-00009015
Payment date: 8/2/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001284	PEMBERTON DAVIS ELECTRIC INC	10758	Camera Wiring	8/2/2022	\$1,098.00	430-10-102-121-443001-- PROJ00000057	PO-0017432
V-00001284	PEMBERTON DAVIS ELECTRIC INC	10758	Adding existing camera	8/2/2022	\$669.00	430-10-102-121-443001-- PROJ00000057	PO-0017432



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

To: South Bend Redevelopment Commission
From: Daniel Parker, City Controller
Date: Wednesday, August 10, 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-0041489	\$194,479.14
GBLN-0000000	\$0.00
GBLN-0000000	\$0.00
Total:	<u>\$194,479.14</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: \$ 194,479.14

By: _____
South Bend Redevelopment Commission
Name:

Date:

Name:

Name:

Name:

Name:

Name:

Expenditure approvalRDC Payments-8/9/22 Pymt Run
GBLN-0041489**Payment method:** ACH-Total
Voucher: RDCP-00009215
Payment date: 8/9/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000222	BLACK & VEATCH CORPORATION	1372222	Amendment #1	7/1/2022	\$5,022.00	324-10-102-121-431002-- PROJ00000056	PO-0005261
V-00000222	BLACK & VEATCH CORPORATION	1373356	Amendment #1	7/15/2022	\$2,337.71	324-10-102-121-431002-- PROJ00000056	PO-0005261

Payment method: CHK-Total
Voucher: RDCP-00009216
Payment date: 8/9/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001384	RECREATION INSITES LLC	694	Playground Equipment	7/28/2022	\$35,159.93	324-10-102-121-444000-- PROJ00000249	PO-0013569

Payment method: CHK-Total
Voucher: RDCP-00009217
Payment date: 8/9/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001422	ROBERT HENRY CORP	APP #5	ROW and Site Work	8/16/2022	\$95,862.00	324-10-102-121-444000-- PROJ00000249	PO-0010837

Payment method: CHK-Total
Voucher: RDCP-00009218
Payment date: 8/9/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
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V-00001513

SLATILE
ROOFING &
SHEET METAL APP #1

Sibley Center

8/19/2022

\$56,097.50

324-10-102-121-443001--
PROJ00000252

PO-0016552



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

To: South Bend Redevelopment Commission
From: Daniel Parker, City Controller
Date: Tuesday, August 16, 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-0042026	\$258,912.52
GBLN-0000000	\$0.00
GBLN-0000000	\$0.00
Total:	<u>\$258,912.52</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: \$ 258,912.52

By: _____
South Bend Redevelopment Commission
Name:

Date:

Name:

Name:

Name:

Name:

Name:

Expenditure approval

RDC Payments-8/16/2022 Pymt Run

GBLN-0042026

Payment method: CHK-Total
Voucher: RDCP-00009415
Payment date: 8/16/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001411	RIETH RILEY CONSTRUCTIO N	Application 5	Lincoln Way West and Olive Streetscape	8/21/2022	\$251,366.87	324-10-102-121-442001-- PROJ00000046	PO-0009634

Payment method: CHK-Total
Voucher: RDCP-00009416
Payment date: 8/16/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001471	SELGE CONSTRUCTIO N CO INC	APP #3	Change Order #1	8/5/2022	\$7,545.65	452-11-206-289-444000-- PROJ00000250	PO-0015537



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

To: South Bend Redevelopment Commission
From: Daniel Parker, City Controller
Date: Friday, August 19, 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-0041065	\$27,179.15
GBLN-0041066	\$30,000.00
GBLN-0000000	\$0.00
Total:	<u>\$57,179.15</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: \$ 57,179.15

By: _____
South Bend Redevelopment Commission
Name:

Date:

Name:

Name:

Name:

Name:

Name:

General Journal

City of South Bend

Journal batch number GBLN-0041066
Name General
Description 2022-07-06 2nd Qtr
 VPA DCI Tree
 Maintenance
 Agreement from Fund
 408 to Fund 201

Reported as ready by
Rejected by
Approved by

Posted Yes
Posted on 8/4/2022 4:51:14 PM
Log

Voucher		GLJN-		00002986		
Company accounts	Date	Ledger account	Account type	Account name	Amount in transaction currency	Description
					Debit	Credit
CoSB	7/6/2022	408-10-101-130-436016--	Ledger	Services & Charges-Repairs & Maint-Tree Maintenance	30,000.00	0.00
CoSB	7/6/2022	201-11-201-201-347021--	Ledger	Charges for Svcs-Culture & Rec-Tree Maintenance	0.00	30,000.00
Total					30,000.00	30,000.00

General Journal

City of South Bend

Journal batch number GBLN-0041065
Name General
Description 2022-07-01 2nd Qtr RDC DCI Supervisory Services from Fund 324 to Fund 211
Reported as ready by
Rejected by
Approved by
Posted Yes
Posted on 8/4/2022 4:51:13 PM
Log

Voucher		GLJN-				
		00002985				
Company accounts	Date	Ledger account	Account type	Account name	Amount in transaction currency	
					Debit	Credit
CoSB	7/1/2022	324-10-102-121-431000--	Ledger	Services & Charges-Professional-Other Professional Svcs	27,179.15	0.00
CoSB	7/1/2022	211-10-101-120-349020--	Ledger	Charges for Svcs-Other-Staff Contracts	0.00	27,179.15
Total					27,179.15	27,179.15



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

To: South Bend Redevelopment Commission
From: Daniel Parker, City Controller
Date: Friday, August 19, 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-0041363	\$23,406.75
GBLN-0041067	\$49,000.00
GBLN-0000000	\$0.00
Total:	<u>\$72,406.75</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: \$ 72,406.75

By: _____
South Bend Redevelopment Commission
Name:

Date:

Name:

Name:

Name:

Name:

Name:

General Journal

City of South Bend

Journal batch number GBLN-0041363
Name General
Description 2022-08-03 2nd Qtr RDC Legal Services from Fund 324 to Fund 101
Reported as ready by
Rejected by
Approved by
Posted Yes
Posted on 8/4/2022 4:41:08 PM
Log

Voucher		GLJN-					
Company accounts		Date	Ledger account	Account type	Account name	Amount in transaction currency	Description
						Debit	Credit
CoSB	8/3/2022	324-10-102-121-431001--	Ledger	Services & Charges-Professional-Legal Services	USD	23,406.75	0.00
CoSB	8/3/2022	101-05-050-050-349020--	Ledger	Charges for Svcs-Other-Staff Contracts	USD	0.00	23,406.75
Total						23,406.75	23,406.75

0.00 2nd Qtr RDC Legal Services from Fund 324 to Fund 101
 23,406.75 2nd Qtr RDC Legal Services from Fund 324 to Fund 101

General Journal

City of South Bend

Journal batch number GBLN-0041067
Name General
Description 2022-07-13 2nd Qtr RDC Engineering Services from Fund 324 to Fund 101
Reported as ready by
Rejected by
Approved by
Posted Yes
Posted on 8/4/2022 4:51:15 PM
Log

Voucher		GLJN-		00002987		
Company accounts	Date	Ledger account	Account type	Account name	Amount in transaction currency	
					Debit	
					Credit	
CoSB	7/13/2022	324-10-102-121-431002--	Ledger	Services & Charges-Professional-Engineering & Architectural	49,000.00	0.00
CoSB	7/13/2022	101-06-600-500-349020--	Ledger	Charges for Svcs-Other-Staff Contracts	0.00	49,000.00
Total					49,000.00	49,000.00

0.00 2nd Qtr RDC Engineering Services from Fund 324 to Fund 101
 49,000.00 2nd Qtr RDC Engineering Services from Fund 324 to Fund 101



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 08/19/22
FROM: Joseph Molnar
SUBJECT: Sale of former Firehouse #9

_____ Pres/V-Pres

ATTEST: _____ Secretary

Date: _____

APPROVED Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

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

PURPOSE OF REQUEST: Extension of due diligence period for sale of former Firehouse #9

Specifics: The Commission on June 9th 2022 entered into a purchase agreement with Connermara Holdings LLC for the purchase of former Firehouse #9. The buyer requested an extension of the Due Diligence Period for an additional sixty days. Staff recommends approval of this 1st Amendment.

INTERNAL USE ONLY: Project Code: _____;

Total Amount new/change (inc/dec) in budget: _____; Break down:

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

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

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

_____. Going to BPW for Contracting? Y/N

Is this item ready to encumber now? ____ Existing PO# _____ Inc/Dec \$ _____

FIRST AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

This First Amendment To Real Estate Purchase Agreement (this “First Amendment”) is made on August 25, 2022 (the “Effective Date”), by and between the South Bend Redevelopment Commission, the governing body of the City of South Bend Department of Redevelopment (“Seller”), and Connermara Holdings LLC., an Indiana corporation with its registered office at 424 S. Michigan Street, Unit 913, South Bend, IN 46624 (“Buyer”) (each a “Party,” and collectively the “Parties”).

RECITALS

A. Seller and Buyer entered into that certain Real Estate Purchase Agreement dated June 9, 2022 (the “Purchase Agreement”), for the purchase and sale of the Property (as defined in the Purchase Agreement) located in the City of South Bend.

B. Buyer continues its examination of the Property pursuant to Section 3 of the Purchase Agreement and has requested an extension of the Due Diligence Period.

C. Seller desires to grant the requested extension as stated in this First Amendment.

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

1. In Section 4.B. of the Purchase Agreement, the term “sixty (60)” is deleted and replaced by the term “one hundred and twenty (120).”

2. Unless expressly modified by this First Amendment, the terms and provisions of the Purchase Agreement remain in full force and effect.

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

[Signature page follows.]



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 6/7/22
FROM: Joseph Molnar
SUBJECT: Sale of former Firehouse #9

Maurice Jones Pres/V-Pres

ATTEST: _____ Secretary

Date: 6.9.22

APPROVED Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

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

PURPOSE OF REQUEST: Sale of former Firehouse #9 for the purpose of restoration and redevelopment.

Specifics: In 2019, the new Firehouse #9 was opened on Mishawawka Ave. Since then, the former Firehouse #9 at 2520 Mishawaka Ave has sat vacant. In the fall of 2020, the property went through the disposition process and the Commission rejected all bids submitted.

Staff was approached by James Lyden who was interested in rehabbing the former fire station and returning it to an active use in the community. The submitted Real Estate Purchase Agreement commits Mr. Lyden to the following:

- Sale price of \$40,000.
- Complete construction within 24 months.
- Invest a minimum of \$250,000 into the property.
- Stabilize and renovate the Property to accommodate commercial/office tenant spaces.
- In the event the property improvements are not completed, the Commission shall have

the right to reenter and take possession of the property.

INTERNAL USE ONLY: Project Code: _____;

Total Amount new/change (inc/dec) in budget: _____; Break down:

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

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

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

_____. Going to BPW for Contracting? Y/N

Is this item ready to encumber now? ____ Existing PO# _____ Inc/Dec \$ _____

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (this “Agreement”) is made on June 9, 2022 (the “Contract Date”), by and between the City of South Bend, Indiana, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (“Seller”) and Connemara Holdings, Inc., a Indiana corporation with its registered office at 424 S Michigan Street, Unit 913, South Bend, IN 46624 (“Buyer”) (each a “Party” and together the “Parties”).

RECITALS

A. Seller exists and operates pursuant to the Redevelopment of Cities and Towns Act of 1953, as amended, being Ind. Code 36-7-14 (the “Act”).

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

C. Pursuant to the Act, Seller adopted its Resolution No. 3525 on October 8, 2020, whereby Seller established an offering price of Sixty-Seven Thousand Five Hundred Dollars (\$67,500.00) for the Property.

D. Pursuant to the Act, on October 8, 2020 Seller authorized the publication, on October 16, 2020, and October 23, 2020, respectively, of a notice of its intent to sell the Property and its desire to receive bids for said Property on or before November 12, 2020, at 9:00A.M.

E. As of November 12, 2020, at 9:00A.M., Seller had received one bid for the Property. On May 27, 2021, Seller adopted its Resolution No. 3534 rejecting the bid, and, therefore, having satisfied the conditions stated in Section 22 of the Act, Seller now desires to sell the Property to Buyer on the terms stated in this Agreement.

THEREFORE, in consideration of the mutual covenants and promises in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, Buyer and Seller agree as follows:

1. RECITALS

The recitals above are hereby incorporated into this Agreement by reference.

2. OFFER AND ACCEPTANCE

A copy of this Agreement, signed by Buyer, constitutes Buyer’s offer to purchase the Property on the terms stated in this Agreement and shall be delivered to Seller, in care of the following representative (“Seller’s Representative”):

TO SELLER: Caleb Bauer
Acting Executive Director
Department of Community Investment
City of South Bend
1400 S. County-City Building
227 W. Jefferson Blvd.
South Bend, Indiana 46601

WITH COPY TO: South Bend Legal Department
Attn: Corporation Counsel
City of South Bend
1200 S. County-City Building
227 W. Jefferson Blvd.
South Bend, Indiana 46601

This offer shall expire thirty (30) days after delivery unless accepted by Seller. To accept Buyer's offer, Seller shall return a copy of this Agreement, counter-signed by Seller in accordance with applicable laws, to the following ("Buyer's Representative"):

TO BUYER: Connemara Holdings, Inc.
Attn. James Lyden, President/Owner
424 S. Michigan Street, Unit 913
South Bend, Indiana 46624

WITH COPY TO: _____

3. PURCHASE PRICE AND EARNEST MONEY DEPOSIT

A. Purchase Price. The purchase price for the Property shall be Forty Thousand Dollars (\$40,000.00) (the "Purchase Price"), payable by Buyer to Seller in cash at the closing described in Section 11 below (the "Closing," the date of which is the "Closing Date").

B. Earnest Money Deposit. Within five (5) business days after the Contract Date, Buyer will deliver to Seller the sum of Two Thousand Dollars (\$2,000.00), which Seller will hold as an earnest money deposit (the "Earnest Money Deposit"). Seller will be responsible for disposing of the Earnest Money Deposit in accordance with the terms of this Agreement. The Earnest Money Deposit shall be credited against the Purchase Price at the Closing or, if no Closing occurs, refunded or forfeited as provided below. If the Earnest Money Deposit is not received within five (5) days of the Contract Date, this Agreement shall automatically terminate.

C. Termination During Due Diligence Period. If Buyer exercises its right to terminate this Agreement by written notice to Seller in accordance with Section 4 below, the Earnest Money

Deposit shall be refunded to Buyer. If Buyer fails to exercise its right to terminate this Agreement by written notice to Seller within the Due Diligence Period, then the Earnest Money Deposit shall become non-refundable.

D. Liquidated Damages. If Seller complies with its obligations hereunder and Buyer, not having terminated this Agreement during the Due Diligence Period in accordance with Section 4 below, fails to purchase the Property on or before the Closing Date, the Earnest Money Deposit shall be forfeited by Buyer and retained by Seller as liquidated damages in lieu of any other damages.

4. BUYER'S DUE DILIGENCE

A. Investigation. Buyer and Seller have made and entered into this Agreement based on their mutual understanding that Buyer intends to stabilize and renovate the Property to accommodate commercial/office tenant spaces as well as interior and exterior spaces for the community (the "Buyer's Use"). Seller acknowledges that Buyer's determination whether Buyer's Use is feasible requires investigation into various matters (Buyer's "Due Diligence"). Therefore, Buyer's obligation to complete the purchase of the Property is conditioned upon the satisfactory completion, in Buyer's discretion, of Buyer's Due Diligence, including, without limitation, Buyer's examination, at Buyer's sole expense, of zoning and land use matters, environmental matters, real property title matters, and the like, as applicable.

B. Due Diligence Period. Buyer shall have a period of sixty (60) days following the Contract Date to complete its examination of the Property in accordance with this Section 4 (the "Due Diligence Period").

C. Authorizations During Due Diligence Period. During the Due Diligence Period, Seller authorizes Buyer, upon Buyer providing Seller with evidence that Buyer has general liability insurance reasonably acceptable to Seller, in the amount of at least One Million Dollars (\$1,000,000), naming Seller as an additional insured and covering the activities, acts, and omissions of Buyer and its representatives at the Property, to

(i) enter upon the Property or to cause agents to enter upon the Property for purposes of examination; provided, that Buyer may not take any action upon the Property which reduces the value thereof and Buyer may not conduct any invasive testing at the Property without Seller's express prior written consent; further provided, that if the transaction contemplated herein is not consummated, Buyer shall promptly restore the Property to its condition prior to entry, and agrees to defend, indemnify and hold Seller harmless, before and after the Closing Date whether or not a closing occurs and regardless of any cancellations or termination of this Agreement, from any liability to any third party, loss or expense incurred by Seller, including without limitation, reasonable attorney fees and costs arising from acts or omissions of Buyer or Buyer's agents or representatives; and

(ii) file any application with any federal, state, county, municipal or regional agency relating to the Property for the purpose of obtaining any approval necessary for Buyer's anticipated use of the Property. If Seller's written consent to or signature upon any such application is required by any such agency for consideration or acceptance of any

such application Buyer may request from Seller such consent or signature, which Seller shall not unreasonably withhold. Notwithstanding the foregoing, any zoning commitments or other commitments that would further restrict the future use or development of the Property, beyond the restrictions in place as a result of the current zoning of the Property, shall be subject to Seller's prior review and written approval.

D. Environmental Site Assessment. Buyer may, at Buyer's sole expense, obtain a Phase I environmental site assessment of the Property pursuant to and limited by the authorizations stated in this Section 4.

E. Termination of Agreement. If at any time within the Due Diligence Period Buyer determines, in its sole discretion, not to proceed with the purchase of the Property, Buyer may terminate this Agreement by written notice to Seller's Representative, and Buyer shall be entitled to a full refund of the Earnest Money Deposit.

5. SELLER'S DOCUMENTS

Upon Buyer's request, Seller will provide Buyer a copy of all known environmental inspection, engineering, title, and survey reports and documents in Seller's possession relating to the Property. In the event the Closing does not occur, Buyer will immediately return all such reports and documents to Seller's Representative with or without a written request by Seller.

6. PRESERVATION OF TITLE

After the Contract Date, Seller shall not take any action or allow any action to be taken by others to cause the Property to become subject to any interests, liens, restrictions, easements, covenants, reservations, or other matters affecting Seller's title (such matters are referred to as "Encumbrances"). Seller acknowledges that Buyer intends to obtain, at Buyer's sole expense, and to rely upon a commitment for title insurance on the Property (the "Title Commitment") and a survey of the Property (the "Survey") identifying all Encumbrances as of the Contract Date. The Property shall be conveyed to Buyer free of any Encumbrances other than Permitted Encumbrances (as defined in Section 9 below).

7. HISTORIC LANDMARK STATUS

Buyer acknowledges that the Property was designated an historic landmark per Ordinance No. 9304-02 passed by the South Bend Common Council on February 11, 2002. As such, the Property is subject to the Historic Preservation Ordinance as codified in the Municipal Code of the City of South Bend, Indiana and the related standards and guidelines for stand-alone historic landmarks.

8. TITLE COMMITMENT AND POLICY REQUIREMENTS

Buyer shall obtain the Title Commitment for an owner's policy of title insurance issued by a title company selected by Buyer and reasonably acceptable to Seller (the "Title Company") within twenty (20) days after the Contract Date. The Title Commitment shall (i) agree to insure good, marketable, and indefeasible fee simple title to the Property (including public road access) in the

name of the Buyer for the full amount of the Purchase Price upon delivery and recordation of a special warranty deed (the “Deed”) from the Seller to the Buyer, and (ii) provide for issuance of a final ALTA owner’s title insurance policy, with any endorsements requested by Buyer, subject to the Permitted Encumbrances. Regardless of whether this transaction closes, Buyer shall be responsible for all of the Title Company’s title search charges and all costs of the Title Commitment and owner’s policy.

9. REVIEW OF TITLE COMMITMENT AND SURVEY

Within twenty (20) days after Buyer’s receipt of the Title Commitment, Buyer shall give Seller written notice of any objections to the Title Commitment. Within twenty (20) days after Buyer’s receipt of the Survey, Buyer shall give Seller written notice of any objections to the Survey. Any exceptions identified in the Title Commitment or Survey to which written notice of objection is not given within such period shall be a “Permitted Encumbrance.” If the Seller is unable or unwilling to correct the Buyer’s title and survey objections within the Due Diligence Period, Buyer may terminate this Agreement by written notice to Seller prior to expiration of the Due Diligence Period, in which case the Earnest Money Deposit shall be refunded to Buyer. If Buyer fails to so terminate this Agreement, then such objections shall constitute “Permitted Encumbrances” as of the expiration of the Due Diligence Period, and Buyer shall acquire the Property without any effect being given to such title and survey objections.

10. NOTICES

All notices required or allowed by this Agreement, before or after Closing, shall be delivered in person or by certified mail, return receipt requested, postage prepaid, addressed to Seller in care of Seller’s Representative (with a copy to South Bend Legal Department, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, IN 46601, Attn: Corporation Counsel), or to Buyer in care of Buyer’s Representative at their respective addresses stated in Section 2 above. Either Party may, by written notice, modify its address or representative for future notices.

11. CLOSING

A. Timing of Closing. Unless this Agreement is earlier terminated, the Closing shall be held at the office of the Title Company, and the Closing Date shall be a mutually agreeable date not later than thirty (30) days after the end of the Due Diligence Period.

B. Closing Procedure.

(i) At Closing, Buyer shall deliver the Purchase Price to Seller, conditioned on Seller’s delivery of the Deed, in the form attached hereto as **Exhibit B**, conveying the Property to Buyer, free and clear of all liens, encumbrances, title defects, and exceptions other than Permitted Encumbrances, and the Title Company’s delivery of the marked-up copy of the Title Commitment (or pro forma policy) to Buyer in accordance with Section 8 above.

(ii) Possession of the Property shall be delivered to the Buyer at Closing, in the same condition as it existed on the Contract Date, ordinary wear and tear and casualty excepted.

C. Closing Costs. Buyer shall pay all of the Title Company's closing and/or document preparation fees and all recordation costs associated with the transaction contemplated in this Agreement.

12. BUYER'S POST-CLOSING DEVELOPMENT OBLIGATIONS

A. Property Improvements; Proof of Investment. Within Twenty-Four (24) months after the Closing Date, the Buyer will expend an amount not less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) on improvements to the site, as well as the cost of equipment, needed to redevelop the Property for the uses set forth herein ("Property Improvements"). Promptly upon completing the Property Improvements, Buyer will submit to Seller satisfactory records, as determined in Seller's sole discretion, proving the above required expenditures and will permit Seller (or its designee) to inspect the Property to ensure that Buyer's Property Improvements were completed satisfactorily.

B. Post-Closing Buyer Commitments. The Buyer shall:

(i) Commence construction of the project within 12 months of the Closing Date;

(ii) Complete construction of the project within 24 months of the Closing Date;

(iii) Stabilize and renovate the Property to accommodate commercial/office tenant spaces as well as interior and exterior spaces for the community.

(iv) Employ a minimum total of 5 full-time employees at the Property;

(v) In its development of the Property, Buyer shall comply with all applicable federal, state, and local laws, including, but not limited to, the applicable requirements of the City of South Bend Zoning Ordinance, including variances as necessary. Buyer shall further complete all exterior improvements in accordance with any and all necessary approvals and procedures required by the Historic Preservation Commission under Chapter 21, Article 5 of the South Bend Municipal Code.

(vi) Provide the design, plans, and specifications for Property Improvements consistent with City standards for the review and comment by the City's Planning Director or his designee, who, in his sole discretion, may request revisions or amendments to be made to the same. Acceptance of the design and plans by the Planning Director or his designee prior to construction shall be a prerequisite for the issuance of a Certificate of Completion.

C. Certificate of Completion. Promptly after Buyer completes the Property Improvements and satisfactorily proves the same in accordance with the terms of Section 12.A. above, as well as compliance with Section 12.B. above, Seller will issue to Buyer a certificate

acknowledging such completion and releasing Seller's reversionary interest in the Property (the "Certificate of Completion"). The Parties agree to record the Certificate of Completion immediately upon issuance, and Buyer will pay the costs of recordation.

D. Remedies Upon Default. In the event Buyer fails to complete the Property Improvements or to comply with Section 12.B., above, or satisfactorily to prove such performance, in accordance with Section 12.A above, then, in addition to pursuing any other remedies available at law or in equity, Seller shall have the right to:

(i) re-enter and take possession of the Property and to terminate and revest in Seller the estate conveyed to Buyer at Closing and all of Buyer's rights and interests in the Property without offset or compensation for the value of any improvements made by Buyer; or, alternatively,

(ii) recover from Buyer a cash payment in an amount equal to the current appraised value of the Property, as determined by two (2) independent appraisers, and the cost of such appraisers' fees, due and payable from Buyer to Seller immediately upon Seller's written demand.

The Parties agree that Seller's conveyance of the Property to Buyer at Closing will be made on the condition subsequent set forth in the foregoing sentence and the terms of this Section 12 will be referenced in the deed. Further, the Parties agree that Seller's reversionary interest in the Property will be subordinate to the first-priority mortgage encumbering the Property, if any, arising out of Buyer's contemporaneous financing of the redevelopment of the Property, provided that Buyer notifies Seller in advance of the execution or recording of such first-priority mortgage.

13. SELLER'S POST-CLOSING OBLIGATIONS

On and after the Closing Date, the Seller commits to working with the Buyer to finalize plans, designs, and specifications for Property Improvements to the satisfaction of the City departments, consistent with City standards.

14. ACCEPTANCE OF PROPERTY AS-IS

Buyer agrees to purchase the Property "as-is, where-is" and without any representations or warranties by Seller as to the condition of the Property or its fitness for any particular use or purpose. Seller offers no such representation or warranty as to condition or fitness, and nothing in this Agreement will be construed to constitute such a representation or warranty as to condition or fitness.

15. TAXES

Buyer, and Buyer's successors and assigns, shall be liable for any and all real property taxes assessed and levied against the Property with respect to the year in which the Closing takes place and for all subsequent years. Seller shall have no liability for any real property taxes associated with the Property, and nothing in this Agreement shall be construed to require the proration or other apportionment of real property taxes resulting in Seller's liability therefor.

16. REMEDIES

Upon any default in or breach of this Agreement by either Party, the defaulting Party will proceed immediately to cure or remedy such default within thirty (30) days after receipt of written notice of such default or breach from the non-defaulting Party, or, if the nature of the default or breach is such that it cannot be cured within thirty (30) days, the defaulting Party will diligently pursue and prosecute to completion an appropriate cure within a reasonable time. In the event of a default or breach that remains uncured for longer than the period stated in the foregoing sentence, the non-defaulting Party may terminate this Agreement, commence legal proceedings, including an action for specific performance, or pursue any other remedy available at law or in equity. All the Parties' respective rights and remedies concerning this Agreement and the Property are cumulative.

17. COMMISSIONS

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

18. INDEMNITY

The Parties agree to indemnify, save harmless, and defend each other from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense and settlement), which either party may subsequently incur, become responsible for, or pay out as a result of a breach by the other party.

19. INTERPRETATION; APPLICABLE LAW

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

20. 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.

21. 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.

22. 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.

23. 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.

24. ENTIRE AGREEMENT

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

25. ASSIGNMENT

Buyer and Seller agree that this Agreement or any of Buyer's rights hereunder may not be assigned by Buyer, in whole or in part, without the prior written consent of Seller. In the event Buyer wishes to obtain Seller's consent regarding a proposed assignment of this Agreement, Buyer shall provide any and all information reasonably demanded by Seller in connection with the proposed assignment and/or the proposed assignee.

26. BINDING EFFECT; COUNTERPARTS; SIGNATURES

All the terms and conditions of this Agreement will be effective and binding upon the Parties and their successors and assigns at the time the Agreement is fully signed and delivered by Buyer and Seller. This Agreement may be separately executed in counterparts by Buyer and Seller, and the same, when taken together, will be regarded as one original Agreement. Electronically transmitted signatures will be regarded as original signatures.

27. AUTHORITY TO EXECUTE; EXISTENCE

The undersigned persons executing and delivering this Agreement on behalf of the respective Parties represent and certify that they are the duly authorized representatives of each and have been

fully empowered to execute and deliver this Agreement and that all necessary corporate action has been taken and done. Further, the undersigned representative of Buyer represents and warrants that Buyer is duly organized, validly existing, and in good standing under the laws of the State of Indiana.

28. TIME

Time is of the essence of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereby execute this Real Estate Purchase Agreement to be effective as of the Contract Date stated above.

BUYER:


Connemara Holdings, Inc.
an Indiana corporation

By: _____

Printed: _____

Its: _____

Dated: _____

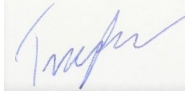

James P. Lyden
President
6/6/2022

SELLER:

South Bend Redevelopment Commission


Marcia I. Jones, President

ATTEST: _____



Troy Warner, Secretary

EXHIBIT A

Description of Property

Tax ID No. 018-6034-1071

Parcel Key No. 71-09-17-104-005.000-026

Legal Description: Lot 120 & 121 W 79' Op River Pk Known As Station # 9

Commonly known as: 2520 Mishawaka Ave, South Bend, IN 46615

Tax ID No. 018-6034-1074

Parcel Key No. 71-09-17-104-017.000-026

Legal Description: 12 Ft N & S X 79 Ft E & W Sw Cor Lot 121 Op River Park

Commonly known as: 2520 Mishawaka Ave, South Bend, IN 46615

EXHIBIT B

Form of Special Warranty Deed

AUDITOR'S RECORD

TRANSFER NO. _____

TAXING UNIT _____

DATE _____

KEY NO. 018-6034-1071

018-6034-1074

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH, that the City of South Bend, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission, 1400 S. County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana (the "Grantor")

CONVEYS AND SPECIALLY WARRANTS to Connemara Holdings, Inc., Inc. an Indiana corporation with its registered office at 424 S Michigan Street, Unit 913, South Bend, IN 46624 (the "Grantee"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following real estate located in St. Joseph County, Indiana (the "Property"):

Tax ID No. 018-6034-1071

Parcel Key No. 71-09-17-104-005.000-026

Legal Description: Lot 120 & 121 W 79' Op River Pk Known As Station # 9

Commonly known as: 2520 Mishawaka Ave, South Bend, IN 46615

Tax ID No. 018-6034-1074

Parcel Key No. 71-09-17-104-017.000-026

Legal Description: 12 Ft N & S X 79 Ft E & W Sw Cor Lot 121 Op River Park

Commonly known as: 2520 Mishawaka Ave, South Bend, IN 46615

The Grantor warrants title to the Property only insofar as it might be affected by any act of the Grantor during its ownership thereof and not otherwise.

The Grantor hereby conveys the Property to the Grantee free and clear of all leases or licenses; subject to real property taxes and assessments; subject to all easements, covenants, conditions, restrictions, and other matters of record; subject to rights of way for roads and such matters as would be disclosed by an accurate survey and inspection of the Property; subject to all applicable building codes and zoning ordinances; and subject to all provisions and objectives contained in the Commission's 2019 River East Development Area Plan, as thereafter amended from time to time, and any design review guidelines associated therewith.

The Grantor conveys the Property to the Grantee subject to the limitation that the Grantee, and its successors and assigns, shall not discriminate against any person on the basis of race, creed, color, sex, age, or national origin in the sale, lease, rental, use, occupancy, or enjoyment of the Property or any improvements constructed on the Property.

Pursuant to Section 12 of the Purchase Agreement, the Grantor conveys the Property to the Grantee by this deed subject to certain conditions subsequent. In the event the Grantee fails to perform the Property Improvements, or satisfactorily to prove such performance, in accordance with Section 12 of the Purchase Agreement, then the Grantor shall have the right to re-enter and take possession of the Property and to terminate and revest in the Grantor the estate conveyed to the Grantee by this deed and all of the Grantee's rights and interests in the Property without offset or compensation for the value of any improvements to the Property made by the Grantee. The recordation of a Certificate of Completion in accordance with Section 12 of the Purchase Agreement will forever release and discharge the Grantor's reversionary interest stated in this paragraph.

Each of the undersigned persons executing this deed on behalf of the Grantor represents and certifies that s/he is a duly authorized representative of the Grantor and has been fully empowered, by proper action of the governing body of the Grantor, to execute and deliver this deed, that the Grantor has full corporate capacity to convey the real estate described herein, and that all necessary action for the making of such conveyance has been taken and done.

[SIGNATURE PAGE FOLLOWS]

GRANTOR:

SOUTH BEND
REDEVELOPMENT COMMISSION



Marcia I. Jones, President

ATTEST:



Troy Warner, Secretary

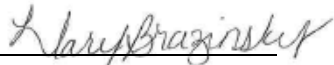
STATE OF INDIANA)
) SS:
ST. JOSEPH COUNTY)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Marcia I. Jones and Troy Warner, known to me to be the President and Secretary, respectively, of the South Bend Redevelopment Commission and acknowledged the execution of the foregoing Special Warranty Deed being authorized so to do.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the 9 day of June, 2022.

My Commission Expires:

12-2-24

Mary C. Brazinsky 
Notary Public
Residing in St. Joseph County, Indiana

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

This instrument was prepared by Danielle Campbell Weiss, Assistant City Attorney, City of South Bend, Indiana, Department of Law, 227 W. Jefferson Boulevard, Suite 1200S, South Bend, IN 46601.

