



South Bend

Redevelopment Commission

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

Agenda

Regular Meeting, September 8, 2022 – 9:30 a.m.

<https://tinyurl.com/RDC9822> or BPW Conference Room 13th Floor

1. Roll Call

2. Approval of Minutes

- A. Minutes of the Regular Meeting of Thursday, August 25, 2022

3. Approval of Claims

- A. Claims Allowance Request 08.23.22
- B. Claims Allowance Request 08.31.22
- C. Claims Allowance Request 09.06.22

4. Old Business

5. New Business

A. River West Development Area

- 1. Budget Request (Muessel Grove Restroom)
- 2. Budget Request (Linden Avenue Streetscape & Design)

B. South Side Development Area

- 1. First Amendment to Development Agreement (Nexus Center)

6. Progress Reports

- A. Tax Abatement
- B. Common Council
- C. Other
 - 1. AEP Ratification
 - 2. Matthew's Update

7. Next Commission Meeting:

Thursday, September 22, 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**

August 25, 2022 – 9:30 am

<https://tinyurl.com/RDC82522> 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 Troy Warner, Secretary – IP Vivian Sallie, Commissioner – IP Leslie Wesley, Commissioner - V	IP = In Person V = Virtual
Members Absent:	Donald Inks, Vice-President Eli Wax, Commissioner	
Legal Counsel:	Sandra Kennedy, Esq. Danielle Campbell-Weiss, Esq.	
Redevelopment Staff:	Mary Brazinsky, Board Secretary Joseph Molnar, RDC Staff	
Others Present:	Caleb Bauer Laura Althoff Leslie Biek Matt Barrett	DCI - IP DCI - V Engineering - V Resident - IP

2. Approval of Minutes

- **Approval of Minutes of the Regular Meeting of Thursday, July 28, 2022**

Upon a motion by Commissioner Sallie, seconded by Secretary Warner, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, July 28, 2022.

3. Approval of Claims

- **Claims Submitted for July 9, August 3, August 10, August 16, August 19A and August 19, 2022**

Laura Althoff, noted that the large claim for July 9, 2022, pays the claim(s) for the bond transactions. Most of the other claims are purchases, reimbursements for property maintenance and requisitions.

Mr. Barrett asked why the claims occur after the fact as opposed to before.

Ms. Kennedy replied there was a resolution with the finance department to have the accounts paid on time. The resolution helped to not have late fees on accounts. Ms. Kennedy explained that the claims also go through a process and are reviewed by various department including the field department, Executive Director, finance, and others to ensure the validity of each claim.

Upon a motion by Secretary Warner, seconded by Commissioner Sallie, the motion carried unanimously, the Commission approved the claims for July 9, August 3, August 10, August 16, August 19A and August 19, 2022, submitted on Thursday, August 25, 2022.

4. Old Business

5. New Business

A. River East Development Area

1. First Amendment Fire Station No. 9

Mr. Molnar presented a First Amendment to Fire Station No. 9. This First Amendment provides an extension of the due diligence period to make sure all finances are lined up and the buyer could make the commitment; also, to do further investigation on the site. Everything else in the agreement remains the same. This amendment adds an additional 60 days making it 120 from the date of the original agreement. Commission approval is requested.

Commissioner Sallie asked what the plans for the building are; to convert into offices or other rec spaces?

Mr. Molnar replied office and rec space; there would be three different spaces within the building.

Mr. Bauer added that the building would be utilized as community space with potentially a retail element, but the buyer is working with some businesses on possible utilization.

Secretary Warner thanked Mr. Molnar for providing the previous agreement for ease of review.

Commissioner Sallie noted that she had heard of possible conference space usage.

Mr. Molnar noted that the developer did not indicate that, however, the agreement lays out that it is to be rehab and occupied. The city is flexible on the use of this space if it fits within zoning.

President Jones opened this item for public comment.

Mr. Matt Barrett asked when the extension was requested as it appears that the agreement has lapsed the timetable.

Mr. Molnar answered it was requested two weeks ago and the agreement has a sixty-day due diligence period with an additional 30 days for closing. We are in that period now, so the agreement has not lapsed.

Upon a motion by Secretary Warner, seconded by Commissioner Sallie, the motion carried unanimously, the Commission approved First Amendment to Fire Station No. 9 submitted on Thursday, August 25, 2022.

6. Progress Reports

A. Tax Abatement

1. Mr. Bauer noted that the Common Council approved the confirming resolution for the former Fat Daddy's site on the corner of Monroe and Michigan. This is a tax credit application project which the abatement is contingent on. The IHEDA is 9% tax credits, and we should hear back in November. There were thirty-three applications statewide in this category.

B. Common Council

C. Other

1. Mr. Bauer informed the Commission that he has been in communication with Mr. Matthews as requested by the Commission, and due to vacations, they have not been able to set a date yet. This has taken a little longer than expected. The developer did submit plans to the Indiana Department of Homeland Security for a grocery store last week. The plans were also submitted to our building department yesterday. They will be going to plan review which includes engineering, zoning, and fire safety standards. Those are the determining factors in issuing a building permit to the

developer.

President Jones asked what the timeline is when submitting to state.

Mr. Bauer answered that is usually ten to fourteen days. The city plan review process can take as little as a week or as long as needed for the plans to fall within our guidelines.

Mr. Barrett asked if Mr. Matthews provided a name of the leasee.

Mr. Bauer stated he did not but that is also a question he has for the developer. He is hoping that Mr. Matthews will appear before the Redevelopment Commission at a September meeting.

Mr. Barrett asked about the prior properties that he has asked about that Mr. Matthews owns.

Mr. Bauer noted that there are still several violations active on the properties. They will continue to be incurred until those violations are remedied. The sycamore lot continues to incur significant zoning violations weekly. Niles and Jefferson has incurred approximately \$40k in zoning violations and is cited weekly. Once the balance exceeds \$50k it is an indication that the property owner is not willing to rectify the zoning issues and the city would move forward with an alternate solution.

Mr. Barrett asked about the trash situation.

Mr. Bauer noted he cannot speak to that situation.

President Jones asked if Mr. Matthews understands that it is not just the city looking for answers but the Redevelopment Commission.

Mr. Bauer states that yes, he is personally in contact with Mr. Matthews, and he understands the bodies that are concerned with his developments.

7. Next Commission Meeting:
Thursday, September 8, 2022

8. Adjournment
Thursday, August 25, 2022, 9:22 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: Tuesday, August 23, 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-0042610	\$145,687.38
GBLN-0000000	\$0.00
GBLN-0000000	\$0.00
Total:	<u>\$145,687.38</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: \$ 145,687.38

By: _____
South Bend Redevelopment Commission
Name:

Date:

Name:

Name:

Name:

Name:

Name:

Expenditure approvalRDC Payments-8/23/22 Pymt Run
GBLN-0042610**Payment method:** CHK-Total
Voucher: RDCP-00009615
Payment date: 8/23/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000283	C&S MASONRY RESTORATION	APP #3	Ward Bakery Exterior Improvements	8/27/2022	\$16,360.00	324-10-102-121-443001-- PROJ00000293	PO-0014206
V-00000283	C&S MASONRY RESTORATION	APP #3	Change Order #1	8/27/2022	\$30,505.14	324-10-102-121-443001-- PROJ00000293	PO-0014206

Payment method: CHK-Total
Voucher: RDCP-00009616
Payment date: 8/23/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000788	HWC ENGINEERING INC	20210315000003	PSA for 10% Design Services	8/3/2022	\$48,114.99	324-10-102-121-431002-- PROJ00000309	PO-0013616

Payment method: ACH-Total
Voucher: RDCP-00009617
Payment date: 8/23/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001496	SHIVE HATTERY INC	21722018701	Fire Station 8 PSA	8/27/2022	\$50,707.25	430-10-102-121-431002-- PROJ00000355	PO-0017718



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

To: South Bend Redevelopment Commission
From: Daniel Parker, City Controller
Date: Wednesday, August 31, 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-0042916	\$643,463.07
GBLN-0000000	\$0.00
GBLN-0000000	\$0.00
Total:	<u>\$643,463.07</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: \$ 643,463.07

By: _____
South Bend Redevelopment Commission
Name:

Date:

Name:

Name:

Name:

Name:

Name:

Expenditure approvalRDC Payments-8/30/22 Pymt Run
GBLN-0042916**Payment method:** CHK-Total
Voucher: RDCP-00009815
Payment date: 8/30/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000191	BARNES & THORNBURG LLP	2645310	Legal Services Barnes & Thornburg - South Well Field	9/8/2022	\$402.00	430-10-102-121-431001-- PROJ00000082	PO-0015761

Payment method: CHK-Total
Voucher: RDCP-00009816
Payment date: 8/30/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001411	RIETH RILEY CONSTRUCTIO N	APP #1	Mill & Overlay	9/3/2022	\$503,106.00	324-10-102-121-442001-- PROJ00000328	PO-0016019
V-00001411	RIETH RILEY CONSTRUCTIO N	APP #1	Mill & Overlay	9/3/2022	\$44,448.00	422-10-102-121-442001-- PROJ00000328	PO-0016019

Payment method: CHK-Total
Voucher: RDCP-00009817
Payment date: 8/30/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001789	Milestone Contractors North, Inc	APP #2	Potawatomi Zoo Parking Expansion	9/8/2022	\$95,507.07	429-10-102-121-444000-- PROJ00000304	PO-0013320



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

To: South Bend Redevelopment Commission
From: Daniel Parker, City Controller
Date: Tuesday, September 6, 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-0043149	\$129,012.62
GBLN-0000000	\$0.00
GBLN-0000000	\$0.00
Total:	<u>\$129,012.62</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: \$ 129,012.62

By: _____
South Bend Redevelopment Commission
Name:

Date:

Name:

Name:

Name:

Name:

Name:



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

To: South Bend Redevelopment Commission
From: Daniel Parker, City Controller
Date: Tuesday, September 6, 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-0043149	\$129,012.62
GBLN-0000000	\$0.00
GBLN-0000000	\$0.00
Total:	<u>\$129,012.62</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: \$ 129,012.62

By: _____
South Bend Redevelopment Commission
Name:

Date:

Name:

Name:

Name:

Name:

Name:



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: September 6, 2022

FROM: Zach Hurst, PE

SUBJECT: Budget Request – Muessel Grove Park Restroom

_____ 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 budget request is for \$240,500 from River West Development Area.

On August 9, the Board of Public Works opened bids for a new restroom building at Muessel Grove Park. One bid was received from Gibson Lewis, a local general contractor, in the amount of \$397,500.

This budget request would augment existing funding from Venues Parks and Arts (\$177,400) and would allow a small 5% construction contingency for any unforeseen circumstances.

INTERNAL USE ONLY: Project ID: PROJ 051 _____;

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 \$ _____



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 09/02/2022
FROM: Leslie Biek, PE
SUBJECT: Linden Ave Streetscape Design and Inspection

_____ 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:

Request funding of \$250,000 for the design and inspection of the Linden Ave Streetscape from College to Birdsell

Specifics:

The funding would be for VS Engineering to design and inspect the Linden Ave streetscape from College to Birdsell in coordination with the Dream Center project . The project will be bid next summer and constructed next fall. The streetscape design elements will be based off of design elements which includes landscaping, raised intersections, bike lanes and aims to prompt future growth in the area.

INTERNAL USE ONLY: Project Code: PN 122-050 PROJ _____;

Total Amount **new**/change (**inc**/dec) in budget: \$250,000 ; Break down:

Costs: Engineering Amt: \$250,000 ; 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 \$ _____



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 09/06/22
FROM: Erik Glavich
SUBJECT: Nexus Center Development Agreement

_____ 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: First Amendment to Development Agreement for property located at 3607 S. Main Street, South Bend, Indiana

SPECIFICS: The Commission on August 12, 2021, entered into a Development Agreement with The Nexus Center LLC. This Amendment would update the Agreement to specify (1) that the Developer is increasing its investment in the property to \$1.6 million from \$1.0 million and (2) that the Funding Amount provided by the Commission is increased to \$525,000 from \$300,000. Staff recommends approval of this First 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 DEVELOPMENT AGREEMENT

This First Amendment To Real Estate Purchase Agreement (this “First Amendment”) is made on September 8, 2022 (the “Effective Date”), by and between the South Bend Redevelopment Commission, the governing body of the City of South Bend Department of Redevelopment (“Commission”), and The Nexus Center LLC, an Indiana limited liability company, with its registered address at 21710 Ravenna Drive, South Bend, Indiana 46628 (the “Developer”) (each, a “Party,” and collectively, the “Parties”).

RECITALS

A. The Commission and the Developer entered into a Development Agreement dated August 12, 2021 (the “Development Agreement”), pertaining to certain local public improvements to a cultural, community, and commercial center, with a focus on family health and wellness, economic development, financial literacy, education, and crime prevention in the South Side Development Area (the “Project”).

B. Due to necessary changes to the Project Plan, the Parties have determined it is appropriate to modify the Funding Amount and Private Investment as set forth in the Development Agreement.

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

1. Section 1.3, Funding Amount, shall be modified to delete the phrase “Three Hundred Thousand Dollars (\$300,000.00)” and shall be replaced by the phrase “Five Hundred Twenty Five Thousand Dollars (\$525,000.00).”

2. Section 1.4, Private Investment, shall be modified to delete the phrase “One Million Dollars (\$1,000,000.00)” and shall be replaced by the phrase “One Million Six Hundred Thousand Dollars (\$1,600,000.00).”

3. The Developer hereby expressly reaffirms its obligations under the Development Agreement, and, unless expressly modified by this First Amendment, the terms and provisions of the Development Agreement remain in full force and effect.

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


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


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

[Signature page follows.]

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

THE NEXUS CENTER LLC

By: 
David R. Buggs, Sr., Manager

By: 
LaRissa Chism Buggs, M.D., Co-Manager

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Troy Warner, Secretary

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”), is effective as of August 12, 2021 (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 The Nexus Center LLC, an Indiana limited liability company, with its registered address at 21710 Ravenna Drive, South Bend, Indiana 46628 (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, the Developer owns certain vacant and inactive 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, renovate, or otherwise rehabilitate certain elements of the Developer Property (the “Project”) in accordance with the project plan (the “Project Plan”) attached hereto as **Exhibit B** in order to activate the Developer Property and create a positive effect in the neighborhood; and

WHEREAS, the Developer Property is located within the corporate boundaries of the City of South Bend, Indiana (the “City”), within the South Side 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, the Commission believes that accomplishing the Project as described herein is in the best interests of the health, safety, and welfare of the City and its residents; and

WHEREAS, the Commission desires to facilitate and assist the Project by undertaking the local public improvements stated in **Exhibit C** (the “Local Public Improvements”) and the financing thereof, 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 Board of Works. “Board of Works” means the Board of Public Works of the City, a public body granted the power to award contracts for public works pursuant to I.C. 36-1-12.

1.3 Funding Amount. “Funding Amount” means an amount not to exceed Three Hundred Thousand Dollars (\$300,000.00) 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.

1.4 Private Investment. “Private Investment” means a total amount over the course of the Project equaling no less than One Million Dollars (\$1,000,000.00) 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. ACCESS.

3.1 Grant of Easement. The Developer will grant to the Commission a temporary, non-exclusive easement on, in, over, under and across any part(s) of the Developer Property (the “Easement”) in the form attached hereto as **Exhibit D**, to permit the Commission to fulfill its obligations under this Agreement, including the construction, equipping, inspection, and delivery of the Local Public Improvements. The Easement shall (a) inure to the benefit of the Commission

and the Board of Works or any contractors acting on behalf of the Commission in connection with the construction, equipping, inspection, and delivery of the Local Public Improvements; (b) shall bind the Developer and its grantees, successors, and assigns; and (c) shall terminate no later than upon completion of the Local Public Improvements, as determined by the Board of Works.

SECTION 4. DEVELOPER'S OBLIGATIONS.

4.1 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.

4.2 The Project.

(a) The Developer will perform all necessary work to complete the improvements set forth in the Project Plan attached hereto as Exhibit B and the plans and specifications to be approved by the City Planner, or his designee, pursuant to Section 4.8 of this Agreement, which improvements shall comply with all zoning and land use laws and ordinances.

(b) The Developer will expend the Private Investment to complete the first portion of the Project in accordance with the Project Plan attached hereto as Exhibit B and the plans and specifications to be approved by the Commission pursuant to Section 4.8 of this Agreement.

4.3 Cooperation. The Developer agrees to endorse and support the Commission's efforts to expedite the Local Public Improvements through any required planning, design, public bidding, construction, inspection, waiver, permitting, and related regulatory processes.

4.4 Obtain Necessary Easements. The Developer agrees to obtain any and all easements from any governmental entity and/or any other third parties that the Developer or the Commission deems necessary or advisable in order to complete the Local Public Improvements, and the obtaining of such easements is a condition precedent to the Commission's obligations under this Agreement.

4.5 Timeframe for Completion. The Developer hereby agrees to complete the Project and any other obligations the Developer may have under this Agreement, including the activation of a portion of the Developer Property as set forth in the Project Plan, by the date that is thirty-six (36) 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.

4.6 Reporting Obligations.

(a) Upon the letting of contracts for substantial portions of the Project and again upon substantial completion of the Project, the Developer hereby agrees to report to the Commission the number of local contractors and local laborers involved in the Project, the amount of bid awards for each contract related to the Project, and information regarding which contractor is awarded each contract with respect to the Project.

(b) On or before June 30 and December 31 of each year until substantial completion of the Project, the Developer shall submit to the Commission a report demonstrating the Developer's good-faith compliance with the terms of this Agreement. The report shall include the following information and documents: (i) a status report of the construction completed to date, (ii) an update on the project schedule, and (iii) an itemized accounting generally identifying the Private Investment to date.

4.7 Submission of Plans and Specifications for Project. Promptly upon completion of all plans and specifications for the Project, or changes thereto, and prior to the Commission's expenditure of the Funding Amount, the Developer shall deliver a complete set thereof to the City Planner, or his designee, who may request revisions or amendments to be made to the same and may approve or disapprove of such plans as they relate to the overall plan for the area and neighborhood, if any.

4.8 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.

4.9 Specifications for Local Public Improvements. The Developer will be responsible for the preparation of all bid specifications related to the Local Public Improvements, and the Developer will pay all costs and expenses of such preparation, provided, however, that if the Commission pays any costs or expenses of such preparation, then the amount paid by the Commission will be deducted from the Funding Amount. The Developer will submit all bid specifications related to the Local Public Improvements to the City of South Bend Engineering Department (the "Engineering Department"). The Engineering Department review the bid specifications in accordance with City requirements or policies and may request revisions or amendments to be made to the same. The Engineering Department may approve or disapprove said bid specifications for the Project in its sole discretion based upon their conformance with such City requirements or policies. The Commission shall not be required to expend the Funding Amount unless the Engineering Department has approved of all bid specifications.

4.10 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.

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

shall provide proof of such adequate insurance to the Commission and shall notify the Commission and the City of any change in or termination of such insurance. During the period of construction or provision of services regarding any Local Public Improvements, the Developer shall maintain insurance in the kinds and for at least the minimum amounts as described in **Exhibit E** attached hereto and the Commission and the City shall be named as additional insureds on such policies (but not on any worker's compensation policies).

4.12 **Information.** The Developer agrees to provide any and all due diligence items with respect to the Project reasonably requested by the Commission.

4.13 **Other Incentives.** The Developer agrees that, for its completion of the Project, as defined in the Project Plan, the Developer will not request or pursue any financial incentive or support from the City other than the Commission's commitment of the Funding Amount under this Agreement, including without limitation any tax abatement with respect to the Developer Property or any other property associated with the Project.

SECTION 5. COMMISSION'S OBLIGATIONS.

5.1 **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.

5.2 Completion of Local Public Improvements.

(a) The Commission hereby agrees to complete (or cause to be completed) the Local Public Improvements described in Exhibit C attached hereto on a schedule to be reasonably determined and agreed to by the Commission and the Developer, as may be modified due to unforeseen circumstances and delays.

(b) Before any work on the Local Public Improvements will commence, (a) the Commission will have received satisfactory plans and specifications for the Project and approved the same in accordance with Section 4.8 of this Agreement, and (b) the Engineering Department will have received satisfactory bid specifications for the Local Public Improvements and approved the same in accordance with Section 4.10 of this Agreement.

(c) The Local Public Improvements will be completed in accordance with all applicable public bidding and contracting laws and will be subject to inspection by the Engineering Department or its designee.

(d) 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, at its sole option, may determine to pay to the Commission the amount of the excess costs to permit timely completion of the Local Public Improvements by the Commission, or an agent of the Commission, which amounts shall be applied for such purpose. If Developer chooses not to pay any such excess costs of the Local Public

Improvements (above the Funding Amount), the Commission may reduce the scope of the Local Public Improvements to the amount which may be funded with the Funding Amount. In no event will the Commission be required to spend more than the Funding Amount in connection with the Local Public Improvements.

5.3 Cooperation. The Commission agrees to endorse and support the Developer's efforts to expedite the Project through any required planning, design, permitting, waiver, and related regulatory processes, provided, however, that the Commission will not be required to expend any money in connection therewith.

5.4 Public Announcements, Press Releases, and Marketing Materials. The Commission hereby agrees to coordinate all public announcements and press releases relating to the Project with the Developer.

SECTION 6. COOPERATION IN THE EVENT OF LEGAL CHALLENGE.

6.1 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 6.1, which shall survive such invalidation, nullification, or setting aside.

SECTION 7. DEFAULT.

7.1 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.

7.2 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.

7.3 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, 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 8. NO AGENCY, JOINT VENTURE, OR PARTNERSHIP; CONFLICT OF INTEREST; INDEMNITY.

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

(a) The Project is a private development;

(b) None of the Commission, the Board of Works, or 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, the Board of Works, 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, the Board of Works, 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, the Board of Works, and the Developer.

8.2 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.

8.3 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 Project.

SECTION 9. MISCELLANEOUS.

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

9.8 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: The Nexus Center LLC
21710 Ravenna Drive
South Bend, IN 46628
Attn: Manager

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,
South Bend 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

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

9.10 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.

9.11 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.

9.12 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).

9.13 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.

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

9.15 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.

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

Signature Page Follows

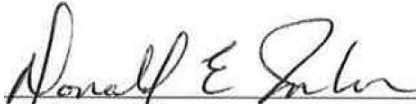
IN WITNESS WHEREOF, the Parties hereby execute this Agreement to be effective as of the Effective Date stated above.

SOUTH BEND REDEVELOPMENT
COMMISSION



Marcia I. Jones, President

ATTEST:



Donald E. Inks, Vice-President

THE NEXUS CENTER LLC

By: David R. Buggs, Sr., Manager

EXHIBIT A

Description of Developer Property

Real property in St. Joseph County, Indiana, commonly known as 3607 S. Main Street, South Bend, Indiana, and more particularly described as Lots 1 through 5 of the Ida M. Walz Subdivision and Lots D & E of the J E Walz Revised and the vacated Street and vacated alley, along with Tr 28'N Side of Tr 200' East and West East of Jains Addition, also vacated alley N and Adjacent sec. 24-37-2e.

Parcel Nos. 018-8019-079701 and 018-8019-079804

EXHIBIT B

Project Plan

The Developer will complete the following work in accordance with the terms and conditions of this Agreement and in compliance with all applicable laws and regulations:

Renovation and activation of the Developer Property into a cultural, community, and commercial center, with a focus on family health and wellness, economic development, financial literacy, education, and crime prevention.

EXHIBIT C

Description of Local Public Improvements

The Commission will complete, or cause to be completed, the following work in accordance with the terms and conditions of this Agreement and in compliance with all applicable laws and regulations such local public improvements as agreed upon between the parties.

EXHIBIT D

Form of Easement

GRANT OF TEMPORARY EASEMENT

THIS INDENTURE, made as of the 12 day of August, 2021 (the “Effective Date”), by and between Cultivating Life, Inc., an Indiana nonprofit corporation with a registered office at 1042 Western Avenue, South Bend, Indiana 46601 (the “Grantor”), and the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment, 1400 S. County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601 (the “Grantee”).

WITNESSETH:

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which Grantor hereby acknowledges, Grantor hereby grants, conveys, and warrants to Grantee a temporary, non-exclusive easement (the “Easement”) on, in, over, under and across the real property described in attached Exhibit 1 (the “Property”) for the construction, equipping, and delivery of certain improvements on the Property (the “Local Public Improvements”), together with the right of ingress to and egress from the Easement for said purposes, all pursuant to a certain Development Agreement by and between Grantor and Grantee, dated August 12, 2021 (the “Development Agreement”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Development Agreement.

The Easement granted herein shall pertain to the air, surface, and subsurface rights and interests of Grantor, for the use and benefit of Grantee, and its successors and assigns, to the extent necessary to accomplish and carry out the construction, equipping, and delivery of the Local Improvements on the Property. The Easement hereby granted includes the right and privilege for Grantee at reasonable times to clean and remove from said Easement any debris or obstructions interfering with said Easement.

The Easement granted herein, and its associated benefits and obligations, shall inure to the benefit of Grantee and Grantee’s contractors acting on Grantee’s behalf in connection with the Local Public Improvements.

Notwithstanding anything contained herein to the contrary, unless extended in writing by Grantor, the Easement shall terminate and be of no further force and effect on the date (hereinafter, the “Construction Termination Date”) of the earliest of the following: (a) completion of the Local Public Improvements; (b) expiration or earlier termination of the Development Agreement; or (c) such earlier date as Grantor and Grantee may agree to in writing.

IN WITNESS WHEREOF, Grantor has executed this Grant of Temporary Easement on the date shown in the acknowledgment set forth below to be effective as of the Effective Date.

GRANTOR:

CULTIVATING LIFE, INC.

Printed: _____

Its: _____

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

Before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me known to be the _____ of the Grantor in the above Grant of Temporary Easement, and acknowledged the execution of the same as the Grantor's free and voluntary act and deed.

WITNESS my hand and Notarial Seal this _____ day of _____, 202__.

_____, 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 Blvd., Ste. 1200S, South Bend, IN 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. _____.

EXHIBIT 1

Description of Property

Real property in St. Joseph County, Indiana, commonly known as 3607 S. Main Street, South Bend, Indiana, and more particularly described as Lots 1 through 5 of the Ida M. Walz Subdivision and Lots D & E of the J E Walz Revised and the vacated Street and vacated alley, along with Tr 28'N Side of Tr 200' East and West East of Jains Addition, also vacated alley N and Adjacent sec. 24-37-2e.

Parcel Nos. 018-8019-079701 and 018-8019-079804

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1:

Tract 1: The South Thirty (30) feet of Lot Number Three (3) and all of Lots Number Four (4) and Five (5) as shown on the recorded Plat of Ida M. Walz's Subdivision to the City of South Bend.

Tract 2: Lots Numbered 1, 2 and a parcel of land 20 feet in width, North and South, taken off of the entire North side of Lot Numbered 3 as shown on the recorded plat of Ida M. Walz's Subdivision to the City of South Bend.

Tract 3: Part of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Twenty-four (24), Township Thirty-seven (37) North, Range Two (2) East, described as beginning at the Southeast corner of Sherwood and Lafayette Streets as shown on the recorded Plat of John E. Walz Revised Addition, running thence East along the South line of Sherwood Street, One Hundred Fifty-one and Eighty-five Hundredths (151.85) feet to the Westerly line of the alley between Main and Lafayette Streets as shown on the said Plat; thence Southerly along the Westerly line of said alley a distance of Two Hundred Forty-seven and Three Tenths (247.3) feet to a point One Hundred Twenty-nine and Two Tenths (129.2) feet East of the East line of Lafayette Street; thence West One Hundred Twenty-nine and Two Tenths (129.2) feet to the East line of Lafayette Street; thence North on said East line Two Hundred Forty-six and Six Tenths (246.6) feet to the place of beginning, and known as Lot D in John E. Walz's Revised Addition to South Bend, and also one-half (1/2) of the vacated street (Lafayette Street) from the South line of Sherwood Street to the North line of the first alley South of Sherwood Street.

Also, part of said Southwest Quarter (1/4) of the Southwest Quarter (1/4), described as beginning at the Southwest corner of Sherwood and Lafayette Streets, running thence West on the South line of Sherwood Street One Hundred Twenty (120) feet to a point seven (7) feet East of the West line of said Section Twenty-four (24); thence South Two Hundred Forty-six and Six Tenths (246.6) feet; thence East One Hundred Twenty (120) feet to the West line of Lafayette Street; thence North Two Hundred Forty-six and Six Tenths (246.6) feet to the place of beginning, and known as Lot E in John E. Walz Revised Addition to the City of South Bend, and also one-half (1/2) of the vacated street (Lafayette Street) from the South line of Sherwood Street to the North line of the first alley South of Sherwood Street.

Tract 4: The alley west of Main Street from Sherwood Street to the alley south of Sherwood Street, and also that portion of the alley south of Sherwood Street from Main Street to the west line of Section 24, Township 37 North, Range 2 East that is south of Tract 1 and Tract 3 described above, all as were vacated by Vacation Resolution No. 3092, 1963 recorded February 27, 1964 in Deed Book 203, Page 64 of the St. Joseph County, Indiana Recorder's Office.

Parcel 2:

A parcel of land Twenty-eight (28) feet North and South off of and from the entire North side of the following described tract in the Southwest Quarter (1/4) of the Southwest Quarter (1/2) of Section 24, Township 37 North, Range 2 East, in the City of South Bend, County of St. Joseph, State of Indiana, and more particularly described as beginning at a point on the West line of Main Street as now established which point is Forty-

nine and Five Tenths (49.5) feet measured at right angles from the center line of Main Street as now established, said point being on the South line John E. Walz Revised Addition to the City of South Bend, as shown in Plat Book No. 12 on page 196, and recorded June 28, 1928, said point being also Four Hundred Twenty-eight (428) feet Northeasterly from the North line of Chippewa Avenue, as now established, as measured along the Westerly line of Main Street, as now established; thence Westerly Two Hundred Eleven and Seventy-five Hundredths (211.75) feet to an iron stake which is Two Hundred Forty-one and Fifty-five Hundredths (241.55) feet due East from the West line of said Section 24, and Four Hundred Sixty-eight (468) feet North of the South line of said Section 24; thence South One Hundred Seventy-eight (178) feet; thence East and parallel with the South line of said John E. Walz Revised Addition, One Hundred Ninety-nine and Seventy-five Hundredths (199.75) feet to the West line of Main Street, as now established, which point is Two Hundred Forty-nine and Forty-five Hundredths (249.45) feet Northeasterly from the intersection of the North line of Chippewa Avenue, as now established, and the West line of Main Street, as now established; thence Northeasterly along the West line of Main Street, One Hundred Seventy-eight and Fifty-five Hundredths (178.55) feet to the place of beginning.

Property Address: 3607 S Main Street, South Bend, IN 46614

EXHIBIT E

Minimum Insurance Amounts

- A. Worker's Compensation
 - 1. State Statutory
 - 2. Applicable Federal Statutory
 - 3. Employer's Liability \$100,000.00

- B. Comprehensive General Liability
 - 1. Bodily Injury
 - a. \$5,000,000.00 Each Occurrence
 - b. \$5,000,000.00 Annual Aggregate Products and Completed Operation

 - 2. Property Damage
 - a. \$5,000,000.00 Each Occurrence
 - b. \$5,000,000.00 Annual Aggregate

- C. Comprehensive Automobile Liability
 - 1. Bodily Injury
 - a. \$500,000.00 Each Person
 - b. \$500,000.00 Each Accident

 - 2. Property Damage
 - a. \$500,000.00 Each Occurrence



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 9/2/22

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: Approving terms of I&M Purchase Agreement Settlement Agreement

Specifics: The Commission on July 9, 2020 entered into a Real Estate Purchase Agreement with Indiana Michigan Power Company for the purchase of Lots 2 & 3 of the Sample and Lafayette Minor Subdivision with the intention of I&M to perform certain lot improvements. I&M has notified Redevelopment staff that the lot improvements would not be completed.

To avoid litigation, Redevelopment staff and I&M negotiated a Settlement Agreement by which the Commission would re-take the Property quickly and efficiently. This Resolution ratifies and approves the re-acquisition of the Property at the original purchase price of Fifty Thousand Dollars (\$50,000.00) and authorizes members of the Department of Law to negotiate the remaining terms of the Settlement Agreement.

Redevelopment Staff requests approval of the Resolution.

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

RESOLUTION NO. 3357

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION
APPROVING TERMS OF SETTLEMENT AND AUTHORIZING EXECUTION OF
AGREEMENT**

WHEREAS, the South Bend Redevelopment Commission (the “Commission”), governing body of the South Bend Department of Redevelopment (“Redevelopment”), exists and operates pursuant to I.C. 36-7-14; and

WHEREAS, the Commission entered into a Real Estate Purchase Agreement (“Agreement”), dated July 9, 2020, with Indiana Michigan Power Company (“I&M”) for the purchase of certain property (“Property”), a copy of which is attached as Exhibit A; and

WHEREAS, as a part of the Agreement, I&M was to perform certain lot improvements on the Property; and

WHEREAS, on or about March 8, 2022, I&M notified Redevelopment staff that the lot improvements would not be completed; and

WHEREAS, to avoid litigation, Redevelopment staff and I&M negotiated a Settlement Agreement by which the Commission would re-take the Property quickly and efficiently.

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

1. The Commission hereby ratifies and approves the re-acquisition of the Property at the original purchase price of Fifty Thousand Dollars (\$50,000.00).
2. The Commission authorizes members of the Department of Law to negotiate the remaining terms of the settlement agreement on its behalf.
3. The Corporation Counsel of the City of South Bend, Indiana is hereby authorized and instructed to execute the final settlement agreement.
4. This Resolution will be in full force and effect upon its adoption by the Commission.

Signature Page Follows

ADOPTED at a meeting of the South Bend Redevelopment Commission held on September 8, 2022.

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia Jones, President

ATTEST:

Troy Warner, Secretary

EXHIBIT A

Real Estate Purchase Agreement

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (this "Agreement") is made on _____, 2020 (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 Indiana Michigan Power Company, an Indiana corporation, whose principal place of business is 1 Riverside Plaza, Columbus, Ohio 43215 ("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"), identified by the State Tax Id. Nos. _____, and more particularly described in attached **Exhibit A** (the "Property").

C. Pursuant to the Act, Seller adopted its Resolution No. 3329 on February 22, 2016, whereby Seller established an offering price for a group of properties including the Property.

D. Additionally, pursuant to the Act and upon an approved motion the Seller authorized the publication, on March 4, 2016 and March 11, 2016, respectively, of a notice of intent to sell the Property and its desire to receive bids for said Property on or before 9:00 a.m. on March 24, 2016.

E. Seller received no bids for the Property on March 24, 2016, 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. 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"):

Daniel Buckenmeyer, Director of Economic Resources and Business Development
City of South Bend, Department of Community Investment
1400 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"):

Robert Maiorana, Real Estate Agent
Indiana Michigan Power Company
1 Riverside Plaza
Columbus, Ohio 43215

2. PURCHASE PRICE

The purchase price for the Property shall be Fifty Thousand Dollars (\$50,000.00) (the "Purchase Price"), payable by Buyer to Seller in cash at the closing described in Section 8 below (the "Closing," the date of which is the "Closing Date").

3. BUYER'S DUE DILIGENCE

Buyer and Seller have entered into a Right of Entry Agreement allowing Buyer to perform investigations into various matters related to the Buyer's proposed use of the Property (Buyer's "Due Diligence"). Buyer acknowledges that Buyer has completed its Due Diligence and is satisfied that the Property is suitable for its proposed use.

4. 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 6 below).

5. 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.

6. 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."

7. 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 1 above. Either Party may, by written notice, modify its address or representative for future notices.

8. 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.

B. Closing Procedure.

(i) At Closing, Buyer shall deliver the Purchase Price to Seller, conditioned on Seller's delivery of the Deed, in substantially the same 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 5 above.

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

C. Conditions Precedent to Closing. Unless waived by the Parties before or at Closing, Seller shall have no obligation to complete the transaction contemplated in this Agreement unless, before the Closing Date, Seller has received and the City's Planning Department has approved, in its sole discretion, Buyer's design, plans, and specifications for lot improvements and landscaping on the Property consistent with City standards (Buyer's "Lot Improvements").

Notwithstanding any provision of this Agreement to the contrary, in the event this transaction is not completed due to the failure of one or more of the foregoing conditions, Seller shall have no

liability for any of Buyer's losses, damages, costs, or expenses of any kind, including attorney fees, incurred in connection with its proposed acquisition of the Property under this Agreement.

D. 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.

9. BUYER'S POST-CLOSING OBLIGATIONS

A. Property Improvements; Compliance. Buyer shall not materially deviate from the Lot Improvements approved pursuant to Section 8.C. hereof, as determined solely by the City Planner or his designee. Further, Buyer shall comply with all applicable laws pertaining to the development of the site, including, but not limited to, the City's requirements for site plan, building design, and zoning approvals. Promptly upon completing the Lot Improvements to the City's satisfaction, Buyer will permit Seller (or its designee) to inspect the Property to ensure that Buyer's Lot Improvements were completed satisfactorily and the plans approved in accordance with Section 8.C.

B. Certificate of Completion. Promptly after Buyer completes the Lot Improvements and satisfactorily proves the same in accordance with the terms of Section 9.A. 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.

C. Remedies Upon Default. In the event Buyer fails to complete the Lot Improvements in accordance with Section 9.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 re-vest 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 Appraised Value of the Property, due to Seller immediately upon demand by Buyer.

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. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. INTERPRETATION; APPLICABLE LAW

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. TIME

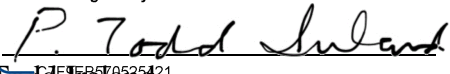
Time is of the essence of this Agreement.

[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:

Indiana Michigan Power Company

DocuSigned by:
By: 
P. Todd Ireland
Manager, Real Estate Asset Management
American Electric Power Service Corporation
Authorized Signer

SELLER:

South Bend Redevelopment Commission

Marcia I. Jones, President

ATTEST:

Quentin M. Phillips, Secretary

EXHIBIT A

Description of Property

Lots 2 and 3 of the Sample and Lafayette Minor Subdivision recorded on _____,
2020 as document number _____ in the St. Joseph County, Indiana
Recorder's Office.

Parcel Key No.
State Tax Id.

EXHIBIT B

Form of Special Warranty Deed

AUDITOR'S RECORD

TRANSFER NO. _____

TAXING UNIT _____

DATE _____

KEY NO. _____

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 Indiana Michigan Power Company, an Indiana corporation with its registered office at 1 Riverside Plaza, Columbus, Ohio 43215 (the "Grantee"),

for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following real estate located in St. Joseph County, Indiana (the "Property"):

Lots 2 and 3 of the Sample and Lafayette Minor Subdivision recorded on _____, 2020 as document number _____ in the St. Joseph County, Indiana Recorder's Office.

Parcel Key No.

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 development area plan, 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 9 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 Lot Improvements, or satisfactorily to prove such performance, in accordance with Section 9 of the Purchase Agreement, then the Grantor shall have the right to re-enter and take possession of the Property and to terminate and re-vest 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 9 of the Purchase Agreement will forever release and discharge the Grantor’s reversionary interest stated in this paragraph.

Each of the undersigned persons1 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.

GRANTOR:

SOUTH BEND REDEVELOPMENT COMMISSION

Marcia I. Jones, President

ATTEST:

Quentin Phillips, 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 Quentin Phillips, 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.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the ____ day of _____, 2020.

Mary C. Brazinsky, Notary Public
Residing in St. Joseph County, Indiana
Commission Expires: December 12, 2024

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

This instrument was prepared by Sandra L. Kennedy, Assistant City Attorney, City of South Bend Department of Law, 1200S County-City Building, 227 W Jefferson Blvd., South Bend, Indiana 46601.

Certificate Of Completion

Envelope Id: 96361D422E5C4E1E80571C947BBF0E24	Status: Completed
Subject: Please DocuSign: Real Estate Purchase Agreement AEP DRAFT 051820.pdf	
Source Envelope:	
Document Pages: 11	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Amy S Clipperton
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	1 Riverside Plz FL 1
	Columbus, OH 43215-2373
	asclipperton@aep.com
	IP Address: 161.235.221.81


Record Tracking

Status: Original	Holder: Amy S Clipperton	Location: DocuSign
6/19/2020 11:38:33 AM	asclipperton@aep.com	

Signer Events

Todd Ireland
ptireland@aep.com
Manager Real Estate Asset Management
Appalachian Power Company
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

C7F9EB570525421...

Signature Adoption: Uploaded Signature Image
Using IP Address: 174.233.0.192

Timestamp

Sent: 6/19/2020 11:39:40 AM
Viewed: 6/19/2020 11:48:35 AM
Signed: 6/19/2020 11:49:25 AM

Electronic Record and Signature Disclosure:

Accepted: 9/9/2015 1:39:12 PM
ID: b88d9a61-54c6-4049-8659-9d8a34e93235

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/19/2020 11:39:40 AM
Certified Delivered	Security Checked	6/19/2020 11:48:35 AM
Signing Complete	Security Checked	6/19/2020 11:49:25 AM
Completed	Security Checked	6/19/2020 11:49:25 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record.

Please confirm your agreement by clicking the 'I agree' button at the bottom of this document.