



South Bend

Redevelopment Commission

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

Agenda

Regular Meeting, May 25, 2023 – 9:30 a.m.

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

1. Roll Call

2. Approval of Minutes

A. Minutes of the Regular Meeting of Thursday, May 11, 2023

3. Approval of Claims

A. Claims Allowance 5.16.23

4. Old Business

A. None

5. New Business

A. River West Development Area

1. Temporary Access Agreement (Salvation Army Parking Lots)

2. Real Estate Option Agreement (Salvation Army Parking Lots)

3. Property Transfer RDC to BPW (900 S Franklin)

4. Third Amendment to Real Estate Purchase Agreement (Diamond View Apartments)

6. Progress Reports

A. Tax Abatement

B. Common Council

C. Other

7. Next Commission Meeting:

Thursday, June 8, 2023, 9:30 am



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

**SOUTH BEND REDEVELOPMENT COMMISSION
 SCHEDULED REGULAR MEETING**

May 11, 2023 – 9:30 am

<https://tinyurl.com/RedevelopmentCommission> or **BPW 13th Floor**

Presiding: Marcia Jones, President

The meeting was called to order at 9:35 a.m.

1. ROLL CALL

Members Present:	Marcia Jones, President – IP Troy Warner, Vice-President – V Vivian Sallie, Secretary - IP Eli Wax, Commissioner - IP David Relos, Commissioner –	IP = In Person V = Virtual
Members Absent:		
Legal Counsel:	Sandra Kennedy, Esq. Danielle Campbell, Asst. City Attorney	
Redevelopment Staff:	Mary Brazinsky, Board Secretary Joseph Molnar, RDC Staff	
Others Present:	Caleb Bauer Erik Glavich Rosa Tomas Charlotte Brach Zach Hurst Patrick Sherman Conrad Damian Matt Barrett Katrina Marquardt Mark Peterson Jordan Smith Brad Emberton	DCI DCI DCI Engineering Engineering Public Works Resident Resident Resident WNDU Resident 615 W Colfax Ave

2. Approval of Minutes

- **Approval of Minutes of the Regular Meeting of Thursday, April 27, 2023**

Upon a motion by Commissioner Relos, seconded by Secretary Sallie, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, April 27, 2023.

3. Approval of Claims

- None

4. Old Business

5. New Business

A. River East Development Area

1. Budget Request (LaSalle Park Improvements)

Patrick Sherman, Manager Public Works, Presented a Budget Request (LaSalle Park Improvements). This budget request is for improvements to the park by Charles Black Center. The city is looking to add exterior restrooms that were requested by the community. The design will include adding paths, a skating loop, and a park pavilion. Bid requests were advertised and two bids have been received through the Board of Public Works. Both of the bids were above our engineers' estimates. This budget request is to bridge that funding gap in order for the project to proceed (\$905k). The EPA has mandated a soil management plan on the site and there are certain restrictions on digging and excavation and soil removal that adds a higher level of risk for the contractors. That is the primary reason besides the complex bidding environment.

Secretary Sallie asked what the time frame for the project would be.

Mr. Sherman stated that we have been planning the project since 2020. If we can award the bid, the project should begin this year and hope to be completed by the end of 2023.

Commissioner Wax asked in light of the higher than anticipated construction costs, is this still considered a good value? Does administration feel like this is the right way to go?

Caleb Bauer stated that part of the rationale for requesting this is to be able to afford this project, it had to undergo remediation at LaSalle Park. This has been a long ongoing project. As part of the goal, once remediation is complete, we can finally move forward with improvements to the part that the community has been asking for now in the past several years. Yes, we do have a challenging bidding environment and I think generally on pricing, we are seeing things stabilize but because of the environmental limitations of what a contractor can do, regardless of

the pricing environment, this was always going to come in a little higher than just looking at materials and labor due to the higher risk for a contractor to do the work. The project is still a priority for the city. To take out the bathrooms which could potentially get this closer to the original estimate really was a lot to be desired for the park and access to the park due to the kids going into the community center on the weekends and evenings. Having restaurants and facilities really makes a big difference. It has become a standard expectation for all of our parks. All of the other SP150 or SP parks and trails parks, putting in outdoor bathroom facilities has become a top priority. Also, a bathroom is required within 300 feet of a splash pad; the bathrooms are a code requirement.

Commissioner Wax asked where the code comes from.

Mr. Sherman notes it is an Indiana State Code for pools.

Commissioner Relos asked if all the remediation has been completed.

Mr. Sherman stated yes.

Commissioner Relos noted there are certain areas where they can't remediate because of the cap, so it is capped, and it is dicey to dig sewer lines.

Mr. Bauer stated any excavation work has to follow the zone master plan that is approved by the EPA. Which means that the soil is to remain on site or get trucked to a specific landfill for soils.

Secretary Sallie noted for events that happen there now there are porta potties. The bathrooms would replace those which is nice, or the kids would have to go into the music center which is not always open.

Vice-President Warner stated he approves of keeping the bathrooms as those are a necessity in the community and thinks it is worth spending a little extra money.

Upon a motion by Commissioner Relos, seconded by Vice-President Warner, the motion carried unanimously, the Commission approved Budget Request (LaSalle Park Improvements submitted on Thursday, May 11, 2023).

2. Purchase Agreement (Salvation Army Building Only)

Joe Molnar Presented a Purchase Agreement (Salvation Army Building Only). Today the city is looking at a proposed real estate purchase agreement for the former Salvation Army building at 510 S. Main Street. Mr. Molnar showed a proposed outline of the parcels. The city purchased the building in 2019 as a temporary location for weather amnesty. The city has used this site for a temporary homeless shelter during the winter months for the last four years in the northern half of the building. The city had light renovations in the building to make it possible to use for weather amnesty. The city has partnered with Center for the Homeless and has provided \$1M in support for them to expand at their current location to accommodate amnesty services.

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In the future, with the build out at Center for the Homeless, they will provide seventy-five beds each winter for the homeless. The city feels that if an issue arises at the center, the matter can be handled quicker than at the former Salvation Army building.

The Momentum Group, the proposed buyer of the Salvation Army building, intends to redevelop the building into a mixed-use site consisting of retail space, office space and a large commissary kitchen. A rendering of the space was provided. The building would receive a new facelift including new glass. The details of the purchase agreement is a sale price of \$1,000 and construction must begin within twelve months of the closing date. Momentum wants to begin quickly. The agreement states thirty days for due diligence and thirty days to close. Construction is to be completed within thirty-six months of closing with a minimum investment of \$6M in private investment. The company also received a Ready grant for this project which is not part of the \$6M private investment. If the improvements are not completed, the Redevelopment Commission has the right to retake possession of the building.

Mr. Molnar states there is a lot of proposed development on the South side of downtown. Real America Diamond View site was awarded the LIHTC grant in January 2023. That project will be one hundred twenty-seven units in which sixty will be affordable income.

A vacant apartment building downtown just received a tax abatement and will be renovated into twelve new apartments of which three are affordable income restricted.

The Devereaux Peters/Monroe site, which also received the LIHTC grant, will build sixty units of mostly affordable housing.

Including the former Salvation Army purchase agreement, there will be a lot of construction in the two blocks. The total of all four projects is approximately \$46.5M in two blocks and that is probably low. The total is one hundred ninety-nine residential units of which one hundred and nine will be affordable housing units.

Brad Emberton representing the Momentum Group asked the Commissioner's if they had any questions.

Secretary Sallie asked for an overview from his perspective of how they see their proposal improving the South Side area and the building.

Mr. Emberton stated that they have been excited about development in the downtown area for quite a while. They are currently developing the Soma Apartments adjacent to the former Salvation Army building to the south. There are three property owners in the immediate area of the building. His team feels that together this will dramatically change the south end of downtown. The density of people that are in this area is vacant. Creating activity in the southern part of downtown is a great answer to the current office environment. While their plans do include some traditional office space on the second floor the first floor will primarily be a co-working with a focus around an entrepreneurial center where we do programming and offer services to people, classes, and training related to entrepreneurship.

Commissioner Relos asked why the purchase agreement is for only part of the site.

Mr. Molnar states that they will be coming back for the rest of this once we are finished paving the parking lot.

Mr. Emberton states that they wanted to get started on some due diligence to complete the overall development of half the block. They want to get started as quickly as possible on the north portion which will still be retail. For what we are currently doing, we will not need access to that portion right now.

Mr. Bauer states that portion and the parking lot to the south will potentially be coming before the Redevelopment Commission in the future as it relates to this development

Vice-President Warner asked for more information on the commissary kitchen; what will it look like and what will the function be.

Mr. Emberton stated that it will be a private commissary kitchen, not for public use. This will be leased space by the Navarre hospitality partners. Navarre hospitality currently has seven restaurants that are able to do private events and prep work for their restaurants. This space will be for both catering and to serve their restaurants. That will take up about seventy-five to eighty percent of the building and the left is open for retail space which is approximately 2,000 square feet of the entire development. That will make retail space walkable to the community.

Commissioner Wax asked if this project will be asking for a tax abatement.

Mr. Emberton noted that they are in discussions with the city at this time with no exact agreement, but they would like to be able to. He thinks this big project will be an important part of the transformation in that area.

Commissioner Wax asked staff questions about the contract such as attorney fee provisions in the purchase agreement.

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Mr. Bauer stated that he believes we have updated the development agreement moving forward but that change is not included in real estate purchase agreements. It is something that we will take a look into.

Commissioner Wax asked if progress reports are required other than the certificate of completion within the time frame.

Mr. Molnar stated that in a purchase agreement we do not typically have progress reports as we have a commencement date. We work through the building department with the permits being pulled and the dollar amounts, and we ensure that they did spend the amount stated in the agreement.

Mr. Bauer states that the Center for the Homeless renovation is ongoing, and they are on track for the weather amnesty site Winter 2023. It remains a priority of the administration to work on citing the low barrier intake center. That was a recommendation from the implementation group a few years ago. Citing a facility like that is difficult as there are a lot of challenges and needs for a site like that. We are still working on identifying the perfect site and I think there has been good progress. We hope to have more to share in the near future with an intake center. Between those two pieces we have a short-term solution with Center for the Homeless really adjusting their mission. We are excited about their new weather amnesty space and what they will be able to offer and then the longer-term solution adding an intake center into the broader service strategy is still a goal of the administration.

Commissioner Relos stated that it is exciting to see this project move forward as it will be difficult to renovate that space with the older kitchen and a lot of little rooms.

Mr. Molnar stated that the southern portion of the building is interesting. It is chopped up, but this project will address that.

Mr. Emberton stated that the goal is to open the space up and expose the structure of the building using that as a design element.

Upon a motion by Commissioner Wax, seconded by Commissioner Relos, the motion carried unanimously, the Commission approved Purchase Agreement (Salvation Army Building Only) submitted on Thursday, May 11, 2023.

6. Progress Reports

A. Tax Abatement

1. Erik Glavich stated that Council approved two declaratory resolutions for tax abatements for the new owners of the South Bend Ethanol Plants. Bio North America purchased the plant and closed it on May 1st. They will be investing \$230M into the facility to modernize the existing operating and providing long term viability of the facility. They will also be adding to the production of renewable natural gas. They will be converting what is currently waste into a new pipeline running natural gas and injecting it right into the NIPSCO system. They will build ten new buildings and bring in new manufacturing equipment. One abatement was a five-year personal tax abatement and the other was an eight-year real property abatement.

B. Common Council

C. Other

1. Joe Molnar noted that we have signed a 2-year extension with Fat Bird restaurant that is currently on the Palais ground floor. They completed their three-year lease in June with an optional two-year lease which required only staff signatures. They have been good tenants. This does have a three percent rent increase over the next two years.

7. Next Commission Meeting:

Thursday, May 25, 2023

8. Adjournment

Thursday, May 11, 2023, 10:02 a.m.

Vivian Sallie, Secretary

Marcia Jones, President



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

To: South Bend Redevelopment Commission
From: Kyle Willis, City Controller
Date: Tuesday, May 16, 2023

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-0055939	\$1,173,676.39
GBLN-0056326	\$41,732.61
GBLN-0056772	\$239,162.96
Total:	<u>\$1,454,571.96</u>

Kyle Willis

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

\$ 1,454,571.96

South Bend Redevelopment Commission

By: _____
Name:

Date:

Attest: _____
Name:

Expenditure approvalRDC Payments-5/2/23 Pymt Run
GBLN-0055939**Payment method:** ACH-Total
Voucher: RDCP-00016215
Payment date: 5/2/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000243	BOWEN ENGINEERING CORP	APP #6	North WTP Imp	4/19/2023	\$299,832.35	324-10-102-121-443001-- PROJ00000056	PO-0016353

Payment method: CHK-Total
Voucher: RDCP-00016216
Payment date: 5/2/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000476	DONOHUE & ASSOCIATES	1329825	Change Order #1	3/16/2023	\$25,725.00	430-10-102-121-431002-- PROJ00000082	PO-0000038
V-00000476	DONOHUE & ASSOCIATES	1329826	Change Order #1	4/23/2023	\$21,437.50	430-10-102-121-431002-- PROJ00000082	PO-0000038

Payment method: CHK-Total
Voucher: RDCP-00016217
Payment date: 5/2/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000918	JONES PETRIE RAFINSKI	45963	Design	5/11/2023	\$22,932.50	429-10-102-121-431002-- PROJ00000317	PO-0013624

Payment method: CHK-Total
Voucher: RDCP-00016218
Payment date: 5/2/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
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V-00000982	LAWSON-FISHER ASSOCIATES	202018202220652	Olive Street Reconstruction Phase 2	7/30/2022	\$4,238.89	324-10-102-121-431002--PROJ000000059	PO-0006602
V-00000982	LAWSON-FISHER ASSOCIATES	202018.202220942	Olive Street Reconstruction Phase 2	11/30/2022	\$187.77	324-10-102-121-431002--PROJ000000059	PO-0006602
V-00000982	LAWSON-FISHER ASSOCIATES	202018202220652	Olive Street Reconstruction Phase 2	7/30/2022	\$4,238.89	324-10-102-121-431002--PROJ000000059	PO-0006602
V-00000982	LAWSON-FISHER ASSOCIATES	202018202220942	Olive Street Reconstruction Phase 2	11/30/2022	\$187.77	324-10-102-121-431002--PROJ000000059	PO-0006602

Payment method: CHK-Total
Voucher: RDCP-00016219
Payment date: 5/2/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001411	RIETH RILEY CONSTRUCTION	APP #10	120-009 Dubail Avenue Streetscape	12/30/2022	\$346,035.12	324-10-102-121-442001--PROJ000000083	PO-0011413
V-00001411	RIETH RILEY CONSTRUCTION	APP #10	120-009 Dubail Avenue Streetscape	12/30/2022	(\$304,542.35)	324-10-102-121-442001--PROJ000000083	PO-0011413
V-00001411	RIETH RILEY CONSTRUCTION	APP #10	Change Order #1	12/30/2022	\$40,773.00	324-10-102-121-442001--PROJ000000083	PO-0011413
V-00001411	RIETH RILEY CONSTRUCTION	APP #1	Mill & Overlay	5/11/2023	\$429,593.90	324-10-102-121-442001--PROJ000000352	PO-0020444

Payment method: CHK-Total
Voucher: RDCP-00016220
Payment date: 5/2/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001513	SLATILE ROOFING & SHEET METAL	App 1	Nexus Center Roof	5/12/2023	\$86,034.28	430-10-102-121-443001--PROJ000000292	PO-0021162
V-00001513	SLATILE ROOFING & SHEET METAL	APP #4	Sibley Center	3/25/2023	\$507.00	324-10-102-121-443001--PROJ000000252	PO-0016552
V-00001513	SLATILE ROOFING & SHEET METAL	APP #4	Change Order #1	3/25/2023	\$10,940.00	324-10-102-121-443001--PROJ000000252	PO-0016552

Payment method: ACH-Total
Voucher: RDCP-00016221
Payment date: 5/2/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001722	UNITED CONSULTING	1640667	CHRIS - 16J008 ENGINEERING SERVICE PH II FOR	3/10/2023	\$1,117.44	324-10-102-121-443001-- PROJ00000018	PO-0000011
V-00001722	UNITED CONSULTING	1640668	CHRIS - 16J008 ENGINEERING SERVICE PH II FOR	4/7/2023	\$251.22	324-10-102-121-443001-- PROJ00000018	PO-0000011
V-00001722	UNITED CONSULTING	1640669	CHRIS - 16J008 ENGINEERING SERVICE PH II FOR	5/5/2023	\$1,795.25	324-10-102-121-443001-- PROJ00000018	PO-0000011
V-00001722	UNITED CONSULTING	1640666	CHRIS - 16J008 ENGINEERING SERVICE PH II FOR	2/10/2023	\$1,234.86	324-10-102-121-443001-- PROJ00000018	PO-0000011

Payment method: ACH-Total
Voucher: RDCP-00016222
Payment date: 5/2/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001728	United Way of St. Joseph County	COSB2023	Early Childhood Provider/Admin Cost	4/28/2023	\$180,000.00	433-10-102-123-439300--	PO-0019788

Payment method: CHK-Total
Voucher: RDCP-00016223
Payment date: 5/2/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00003121	Tuesley Hall Konopa LLP	59230017A	Legal Services - 300 lasalle	4/27/2023	\$1,156.00	324-10-102-121-431001--	PO-0023129

Expenditure approval

RDC Payments-5/9/23 Pymt Run

GBLN-0056326

Payment method: CHK-Total
Voucher: RDCP-00016415
Payment date: 5/9/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000191	BARNES & THORNBURG LLP	3084053	Legal Services Barnes & Thornburg - South Well Field	5/7/2023	\$3,948.00	430-10-102-121-431001-- PROJ00000082	PO-0015761

Payment method: ACH-Total
Voucher: RDCP-00016416
Payment date: 5/9/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001933	LYNN WETZEL	87	Commuter's Trust Prof Svs	5/12/2023	\$3,384.61	433-10-102-123-439300-- PROJ00000383	PO-0021586

Payment method: CHK-Total
Voucher: RDCP-00016417
Payment date: 5/9/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00010644	Indiana Dinosaur Museum Inc	41523JG1	Caleb/Laura SBCC Grant Indiana Dinosaur Museum	5/15/2023	\$30,400.00	324-10-102-121-441000-- PROJ00000403	PO-0022186

Payment method: CHK-Total
Voucher: RDCP-00016418
Payment date: 5/9/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00010832	Naturally Native Nursery	41323	PGF Basin Seeding	5/18/2023	\$4,000.00	324-10-102-121-444000-- PROJ00000211	PO-0021888

Expenditure approvalRDC Payments-5/16/23 Pymt Run
GBLN-0056772**Payment method:** CHK-Total
Voucher: RDCP-00016615
Payment date: 5/16/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000476	DONOHUE & ASSOCIATES	1329827	Change Order #1	5/26/2023	\$21,437.50	430-10-102-121-431002-- PROJ00000082	PO-0000038

Payment method: CHK-Total
Voucher: RDCP-00016616
Payment date: 5/16/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001012	LOCHMUELLER GROUP INC	513903	Change Order #1	5/26/2023	\$39,023.73	436-10-102-121-444000-- PROJ00000079	PO-0007779

Payment method: CHK-Total
Voucher: RDCP-00016617
Payment date: 5/16/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001411	RIETH RILEY CONSTRUCTIO N	APP #7	Change Order #1	5/26/2023	\$94,854.85	324-10-102-121-442001-- PROJ00000046	PO-0009634
V-00001411	RIETH RILEY CONSTRUCTIO N	APP #7	Change Order #1	5/26/2023	(\$55,639.58)	324-10-102-121-442001-- PROJ00000046	PO-0009634
V-00001411	RIETH RILEY CONSTRUCTIO N	APP #7	Change Order #2	5/26/2023	\$5,538.00	324-10-102-121-442001-- PROJ00000046	PO-0009634
V-00001411	RIETH RILEY CONSTRUCTIO N	APP #7	Change Order #3	5/26/2023	\$47,735.96	324-10-102-121-442001-- PROJ00000046	PO-0009634

Payment method: CHK-Total

Voucher: RDCP-00016618
Payment date: 5/16/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001820	WERNTZ SUPPLY	APP #1	Ward Bakery Renovations	5/21/2023	\$86,212.50	324-10-102-121-443001-- PROJ00000293	PO-0014236



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 5/23/23
FROM: Joseph Molnar
SUBJECT: Parking Lot Access Agreement former
Salvation Army Building

_____ 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: Approval of a parking lot access agreement at the former Salvation Army Building

Specifics: On May 11th the RDC approved a Purchase Agreement with Momentum Development Group for the former Salvation Army Building on at 510 S Main Street in Downtown South Bend. This proposed Access Agreement allows for Momentum to have full access of the surrounding parking lots until December 31st 2023 to aid in the redevelopment of the site.

City Staff recommends approval.

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 \$ _____

TEMPORARY ACCESS AGREEMENT

This Temporary Access Agreement (this "Agreement") is made and entered into as of May 25, 2023, by and between the City of South Bend, Indiana, acting by and through its Redevelopment Commission (collectively, the "City"), and Momentum Development Group with its registered office at P.O. Box 815 South Bend, IN 46624 ("Developer")(each a "Party" and together the "Parties").

RECITALS

A. The City is the owner of certain real property located in South Bend, Indiana, and more particularly described in attached **Exhibit A** (the "Property").

B. The Property is comprised of several parking lots in Downtown South Bend.

C. The Developer is undergoing due diligence related to the purchase of the former Salvation Army Building, which is located adjacent to the Property at 510 S. Main St.

D. The City has agreed to grant the Developer a temporary right of access to the Property on the terms and conditions stated in this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Access to the Developer.** The City hereby grants to the Developer an exclusive, temporary access right to use portions of the Property for the purposes of vehicular parking and construction staging (the "Work"). The Developer understands and agrees that it will obtain in its own name and at its own expense all necessary permits and authorizations needed to conduct the Work. The Developer further understands and agrees that it will be responsible for safeguarding any materials, equipment, or other items that it stores on the Property while competing the Work and shall install temporary construction perimeter fencing, post appropriate signage, and take any other necessary measures to properly shield the public from potential hazards on the Property. The parties agree that the Developer will have no right under this Agreement to install permanent improvements of any kind on the Property, or to store or allow to be stored on a permanent basis any supplies, materials, goods, or personal property of any kind on the Property without the prior written consent of the City. Except as otherwise provided herein, at all times during the Work, the Developer will use or cause to be used reasonable efforts to keep the Property in substantially the same order and condition as of the Effective Date (as defined below).

2. **Term and Termination.** This Agreement shall commence effective June 1, 2023 (the "Effective Date") and shall terminate on December 31, 2024.

3. **Compliance.** The Developer understands and agrees that it will, at its own expense, observe and comply with, or cause to be observed and complied with, all applicable statutes, laws, ordinances, requirements, orders, rules, and regulations of all governmental authorities in relation to the Work.

4. Ownership. The City represents and warrants that it is lawfully seized of the Property, that it has full right and power to grant the access right, and that the Property is free from all encumbrances, except any matters of record.

5. Hazardous Materials. The Developer shall not cause or permit, knowingly or unknowingly, any hazardous material to be brought or remain upon, kept, used, discharged, leaked, or emitted upon the Property.

6. Indemnification. The Developer understands and agrees that the City shall not be liable for any loss, damage, destruction, or theft of Developer's property or the property of Developer's invitees, or any bodily harm or injury that may result from the Developer's use of the Property. The Developer understands and agrees that it will be solely responsible for the safety and security of all persons on the Property and any personal property the Developer or its invitees use in connection with the Work while on the Property. The Developer shall indemnify, defend, and hold the City harmless from and against any and all claims resulting from damage to any property upon the Property or injury to any invitee of the Developer upon the Property and to pay any judgment rendered therein. Notwithstanding the foregoing or anything herein to the contrary, the City does not waive any governmental immunity or liability limitations available to it under Indiana law.

7. Insurance. The Developer will maintain commercial general liability insurance coverage in the minimum amount of at least \$1,000,000 per occurrence and will designate the City as an additional named insured under any such policy of insurance. Promptly following the Effective Date of this Agreement, the Developer will produce to the City a certificate of insurance evidencing the same.

8. Reservation of Rights. The City reserves for itself the free use of the Property in any manner not inconsistent with the terms of this Agreement.

9. Benefit. The Parties intend that each of the rights and obligations set forth herein shall inure to the burden or benefit of the respective parties and their related companies, successors, and assigns.

10. Notices. Any notices required under this Agreement may be provided (a) by hand-delivery (which will be deemed delivered at the time of receipt) or (b) by registered or certified mail, return receipt requested (which will be deemed delivered three (3) days after mailing), to each party's respective address and the representatives stated below.

City: City of South Bend, Indiana
1400 S. County-City Building
227 W. Jefferson Blvd.
South Bend, IN 46601
Attn: Executive Director

With a copy to: South Bend Legal Department
1200 S County-City Building

227 W. Jefferson Blvd.
South Bend, IN 46601
Attn: Corporation Counsel

Developer: Momentum Development Group
P.O. Box 815
South Bend, IN 46624
Attn: Kristopher Priemer

11. Waiver. One or more waivers of any condition herein by the City shall not be construed as a waiver of a subsequent breach of the same condition.

12. Governing Law and Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of Indiana and any claims arising hereunder shall be brought in the courts of St. Joseph County, Indiana.

13. Authority. Each undersigned person signing on behalf of his/her respective party certifies that he/she is duly authorized to bind his/her respective Party to the terms of this Agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have entered into this Temporary Access Agreement and executed the same on the date set forth next to their signatures.

SOUTH BEND REDEVELOPMENT
COMMISSION

MOMENTUM DEVELOPMENT GROUP

Marcia I. Jones, President

By:  _____

Printed: Kristopher Priemer

Title: President

Date: 5/23/23 _____

ATTEST:

Vivian Sallie, Secretary

Date: _____

EXHIBIT A

Description of Property

Tax ID No. 018-3017-0615

Parcel Key No. 71-08-12-306-008.000-026

Legal Description: E 37 FT LOT 31 MARTINS ADD

Commonly known as: 114 MONROE

Tax ID No. 018-3017-0620

Parcel Key No. 71-08-12-306-002.000-026

Legal Description: N 1/2 LOT 34 & S 1/2 VAC ALLEY N & ADJ MARTINS ADD

Commonly known as: 520 S MAIN

Tax ID No. 018-3017-0621

Parcel Key No. 71-08-12-306-003.000-026

Legal Description: S 1/2 LOT 34 MARTINS ADD

Commonly known as: 524 S MAIN

Tax ID No. 018-3017-0622

Parcel Key No. 71-08-12-306-004.000-026

Legal Description: 32 FT NO SIDE LOT 35 MARTINS ADD

Commonly known as: 528 S MAIN

Tax ID No. 018-3017-0623

Parcel Key No. 71-08-12-306-005.000-026

Legal Description: S 34 FT LOT 35 MARTINS ADD

Commonly known as: 530 S MAIN



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 5/23/23
FROM: Joseph Molnar
SUBJECT: Option to Purchase former Salvation Army
Parking Lots

_____ 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: Approval of an Option to Purchase former Salvation Army Parking Lots

Specifics: On May 11th 2023 the RDC approved a Purchase Agreement with Momentum Development Group for the former Salvation Army Building on at 510 S Main Street in Downtown South Bend. Momentum desired to move as quick as possible to begin work on redeveloping the building. There were questions remaining about the use and design of any improvements to the parking lot areas of the site. To help the project proceed quickly, Momentum and City Staff felt it was appropriate to have separate agreements for the building and the remaining lots.

The proposed Real Estate Option Purchase Agreement and Memorandum of Real Estate Option Purchase Agreement grants Momentum an exclusive option on the parking lots until December 31st 2024. Momentum will pay \$1,000 for the right to the Option and if they exercise the Option will pay a further \$1,000. This allows Momentum to begin redevelopment of the building while working with City Staff to develop a complete plan for the parking lots.

City Staff recommends approval.

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 OPTION AGREEMENT

This Option Agreement (this “Option Agreement”) is made as of May 25, 2023 (the “Effective Date”) by and between the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment (the “Commission”), and Momentum Development Group, LLC, an Indiana limited liability company with offices at P.O. Box 815 South Bend, Indiana 46601 (the “Company”) (each a “Party” and collectively the “Parties”).

RECITALS

A. The Commission exists and operates pursuant to the Redevelopment of Cities and Towns Act of 1953, as amended, being I.C. 36-7-14 (the “Act”).

B. In furtherance of its purposes under the Act, the Commission owns certain real property located in South Bend, Indiana, specifically, parcel numbers 018-3017-0615, 018-3017-0618, 018-3017-0620, 018-3017-0621, 018-3017-0622, and 018-3017-0623 (the “Offered Parcels”), containing the building commonly known as the former Salvation Army Building on Main Street (the “Building”) and its adjacent lots.

C. Pursuant to the Act, the Commission adopted Resolution Number 3570 on January 26, 2023, whereby the Commission established the minimum offering price of Six Hundred Seventy-One Thousand Five Hundred Dollars (\$671,500.00) for the Offered Parcels.

D. Pursuant to the Act, on January 16, 2023, the Commission authorized the publication on February 3, 2023, and February 10, 2023, respectively, of a notice of its intent to sell the Offered Parcels and its desire to receive bids for said Offered Parcels on or before February 23, 2023, at 9:00 A.M.

E. As of February 23, 2023 at 9:00 a.m., the Commission received no bids for the Offered Parcels.

F. Having satisfied the conditions stated in Section 22 of the Act, the Commission entered into a Real Estate Purchase Agreement with the Company on May 11, 2023 for one of the individual parcels, commonly known as 510 S. Main St., which contained the Building.

G. The Company has now expressed interest in purchasing the remaining five (5) parcels contained within the Offered Parcels, which are commonly known as 520 S. Main St. and more particularly described in attached **Exhibit A** (the “Property”).

H. The Commission now desires to grant the Company an option to purchase the Property on the terms stated in this Option Agreement.

NOW, THEREFORE, in consideration of the sum of One Thousand Dollars (\$1,000.00) (the “Option Amount”) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Exclusive Option to Purchase. In exchange for the Option Amount, the Commission hereby grants the Company an exclusive option to purchase the Property, subject to the terms and conditions stated in this Option Agreement (the “Option”).

2. Option Period. The Company must exercise the Option, if at all, on or after the Effective Date of this Option Agreement and no later than December 31, 2024 (the “Option Period”).

3. Exercise of Option. The Company may exercise the Option by giving to the Commission written notice (as provided in Section 11) of its intent to purchase the Property (the “Notice of Intent”). The Notice of Intent will include detailed site plans and specifications for the Company’s proposed development of the Property, which will comply with all applicable zoning and land use laws and regulations. Notwithstanding any provision herein to the contrary, the Company will not be deemed to have exercised the Option until the Commission adopts a resolution approving of such site plans and specifications delivered to the Commission with the Company’s Notice of Intent.

4. Purchase Price. In the event the Company exercises the Option, the Commission will sell the Property to the Company for One Thousand Dollars (\$1,000.00), (the “Purchase Price”), in consideration of the Company’s proposed use of the Property in accordance with the terms of this Option Agreement and the purchase agreement described in Section 5 below.

5. Purchase Agreement and Closing. If the Company exercises the Option, the Commission and the Company will promptly negotiate the terms of a purchase agreement for the Property. The Commission and its counsel shall be responsible for preparing the initial draft of the purchase agreement, which will be in a form customary for transactions of similar scope and significance to the Parties and will include customary representations, warranties, indemnities, covenants, conditions of closing, and other customary matters. In addition, the purchase agreement will require the Company to develop the Property in accordance with the Commission-approved site plans and specifications delivered to the Commission with the Company’s Notice of Intent. At closing, the Commission shall deliver to the Company a special warranty deed conveying the Property to the Company free and clear of all encumbrances, excepting and subject to all legal highways, applicable zoning ordinances, easements and other restrictions of record, and real estate taxes and assessments. The Company will pay all closing costs, recording fees, and title company charges arising out of the closing.

6. Recording of Memorandum. The Parties agree to execute and record in the Office of the Recorder of St. Joseph County, Indiana, a memorandum of this Option Agreement in the form attached hereto as **Exhibit C.**

7. Governing Law. This Option Agreement will be governed by and construed in accordance with the laws of the State of Indiana.

8. Attorneys’ Fees. In the event the Commission pursues any legal action (including arbitration) to enforce or interpret this Agreement, the Company shall pay Commission’s reasonable attorneys’ fees and other costs and expenses (including expert witness fees).

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

10. Binding Effect and Assignment. This Option Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. The Company may not assign this Option Agreement to any other party without the Commission's prior written consent.

11. Amendment. This Option Agreement may be amended only by a written instrument signed by authorized representatives of both Parties.

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

Commission: South Bend Redevelopment Commission
1400 S. County-City Building
227 W. Jefferson Blvd.
South Bend, IN 46601
Attn: Joseph Molnar, Property Manager

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

Company: Momentum Development Group, LLC
P.O. Box 815
South Bend, IN 46624
Attn: Kristopher Priemer

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

14. 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.

15. Entire Agreement. This Option Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements or understandings of any kind between the Parties with respect to the subject matter hereof.

16. Authority. The undersigned persons executing and delivering this Option Agreement on behalf of each of the Parties represent and certify that they are the duly authorized officers of such respective Party and have been fully empowered to execute and deliver this Option Agreement on behalf of such Party and that all necessary action to execute and deliver this Option Agreement has been taken by such Party.


17. Counterparts; Facsimile Signatures. This Option Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Any electronic version of a manually executed original shall be deemed a manually executed original.

IN WITNESS WHEREOF, the Parties have executed this Real Estate Option Agreement to be effective as of the Effective Date.

**SOUTH BEND REDVEVELOPMENT
COMMISSION**

**MOMENTUM DEVELOPMENT GROUP,
LLC**

Marcia Jones, President



Signature
Kristopher Priemer, President
Printed Name and Title

ATTEST:

Vivian Sallie, Secretary

Exhibit A

Description of Property

Tax ID No. 018-3017-0615
Parcel Key No. 71-08-12-306-008.000-026
Legal Description: E 37 FT LOT 31 MARTINS ADD
Commonly known as: 114 MONROE

Tax ID No. 018-3017-0620
Parcel Key No. 71-08-12-306-002.000-026
Legal Description: N ½ LOT 34 & S ½ VAC ALLEY N & ADJ MARTINS ADD
Commonly known as: 520 S MAIN

Tax ID No. 018-3017-0621
Parcel Key No. 71-08-12-306-003.000-026
Legal Description: S ½ LOT 34 MARTINS ADD
Commonly known as: 524 S MAIN

Tax ID No. 018-3017-0622
Parcel Key No. 71-08-12-306-004.000-026
Legal Description: 32 FT NO SIDE LOT 35 MARTINS ADD
Commonly known as: 528 S MAIN

Tax ID No. 018-3017-0623
Parcel Key No. 71-08-12-306-005.000-026
Legal Description: S 34 FT LOT 35 MARTINS ADD
Commonly known as: 530 S MAIN

Exhibit B

South Bend Redevelopment Commission Resolution Number 3570

[See attached.]

Exhibit C

Memorandum of Option Agreement

MEMORANDUM OF REAL ESTATE OPTION AGREEMENT

This Memorandum of Real Estate Option Agreement (this “Memorandum”) is entered into as of May 25, 2023 (the “Effective Date”), by and between the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment (the “Commission”), and Momentum Development Group, LLC, an Indiana limited liability company with offices at P.O. Box 815, South Bend, Indiana 46624 (the “Company”) (each a “Party” and collectively the “Parties”).

WITNESSETH

A. The Commission owns certain real property located in South Bend, Indiana, and more particularly described as follows (the “Property”):

Tax ID No. 018-3017-0615
Parcel Key No. 71-08-12-306-008.000-026
Legal Description: E 37 FT LOT 31 MARTINS ADD
Commonly known as: 114 MONROE

Tax ID No. 018-3017-0620
Parcel Key No. 71-08-12-306-002.000-026
Legal Description: N 1/2 LOT 34 & S 1/2 VAC ALLEY N & ADJ
MARTINS ADD
Commonly known as: 520 S MAIN

Tax ID No. 018-3017-0621
Parcel Key No. 71-08-12-306-003.000-026
Legal Description: S 1/2 LOT 34 MARTINS ADD
Commonly known as: 524 S MAIN

Tax ID No. 018-3017-0622
Parcel Key No. 71-08-12-306-004.000-026
Legal Description: 32 FT NO SIDE LOT 35 MARTINS ADD
Commonly known as: 528 S MAIN

Tax ID No. 018-3017-0623
Parcel Key No. 71-08-12-306-005.000-026
Legal Description: S 34 FT LOT 35 MARTINS ADD
Commonly known as: 530 S MAIN

B. As of the Effective Date hereof, the Commission and the Company entered into a Real Estate Option Agreement (the “Option Agreement”) whereby the Commission granted the Company an exclusive option (the “Option”) to purchase the Property upon terms and conditions more particularly stated in the Agreement.

C. The Parties desire to place their interests in the Property as a matter of record.

NOW, THEREFORE, the Parties state as follows:

1. The initial term of the Option will commence on the Effective Date and conclude on December 31, 2024, unless earlier terminated pursuant to the terms of the Agreement.
2. This Memorandum may be executed in any number of counterparts, each of which counterpart, when so executed and delivered, shall be an original, but all such counterparts when taken together shall constitute but one and the same Memorandum.
3. The recitals set forth above are hereby incorporated herein by reference.

SOUTH BEND
REDEVELOPMENT COMMISSION

Marcia Jones, President

ATTEST:

Vivian Sallie, 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 Jones and Vivian Sallie, known to me to be the President and Secretary, respectively, of the South Bend Redevelopment Commission and acknowledged the execution of the foregoing Memorandum of Real Estate Option Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the ____ day of _____, 2023.

My Commission Expires:

Notary Public
Residing in St. Joseph County, Indiana

Momentum Development Group, LLC

Kristopher Priemer
Kristopher Priemer, President

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

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Kristopher Priemer, known to me to be President of Momentum Development Group and acknowledged the execution of the foregoing Memorandum of Real Estate Option Agreement.

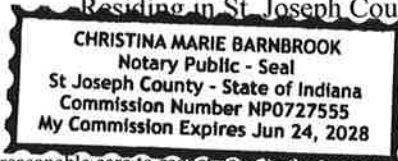
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the 23rd day of May, 2023.

My Commission Expires:

June 24th 2028

Christina Marie Barnbrook

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. /s/ Danielle Campbell Weiss

This instrument was prepared by Danielle Campbell Weiss, Assistant City Attorney, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601.



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 5/22/23
FROM: Joseph Molnar
SUBJECT: Transfer of 900 S Franklin To BPW

_____ 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: Transfer of 900 S Franklin to the Board of Public Works as a part of a larger Affordable Housing Project

Specifics: During the fall of 2022, the Redevelopment Commission issued a Request for Proposals for a variety of RDC owned sites. Advantix Development Corporation, an Indiana based nonprofit, responded to the RFP with a request for a variety of properties. As directed by RDC, City Staff has been working over the past few months with Advantix for selection of a variety of scattered properties for a proposed 2023 Low Income Housing Tax Credit application.

City Staff and Advantix have identified properties for the application. All the properties except one are currently held by the Board of Public Works. The one large property that Advantix has requested for the application is 900 S Franklin. City Staff requests the transfer of 900 S Franklin to the BPW so that one purchase agreement with Advantix can be agreed upon.

If the proposed LIHTC application is not approved, City Staff will request a transfer of 900 S Franklin from BPW back to RDC.

City Staff recommends 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 \$ _____



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 5.25.23
FROM: Joseph Molnar
SUBJECT: Second Amendment Real America

_____ 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 Closing Date

Specifics: In 2021, Real America and the RDC approved an agreement to sell RDC owned real estate for the construction of affordable apartment units. The agreement gave Real America two years to receive Indiana State Tax Credits for the project. The second round of tax credits were initially scheduled to be awarded in November of 2022. However, due to the rise in interest rates, the State desired that applicants resubmit their projects with updated financial considerations in January 2023. Real America was awarded tax credits for the project in January 2023. Due to the extended nature of the tax credit process, the closing date deadline of August 31, 2023, may not be met by Real America.

This amendment extends the closing date deadline until December 31, 2023 and ensures the project moving forward.

Staff requests approval.

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 \$ _____

**THIRD AMENDMENT TO
REAL ESTATE PURCHASE AGREEMENT**

This THIRD AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT (this “**Amendment**”) is made and entered into to be effective as of the 25th day of May, 2023, by and between South Bend Redevelopment Commission (“**Seller**”), as Seller, and RealAmerica Development, LLC, an Indiana limited liability company (“**Purchaser**”), as Purchaser.

RECITALS

A. Seller and Purchaser entered into that certain Real Estate Purchase Agreement, dated effective as of July 22, 2021, as amended by the First Amendment to Real Estate Purchase Agreement, dated effective as of May 26, 2022, and as further amended by the Second Amendment to the Real Estate Purchase Agreement, dated effective as of November 21, 2022 (the “**Agreement**”), for the purchase and sale of certain real property located in the in St. Joseph County, City of South Bend, State of Indiana as more particularly described in Exhibit A of the Agreement (the “**Real Estate**”). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

B. Seller and Purchaser now desire to amend the Agreement in order to provide for an extension of the Closing date thereunder and to address certain other matters, all as set forth hereunder.

AGREEMENT

NOW, THEREFORE, in consideration of these premises, and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. **Recitals.** The recitals set forth above, including each and every recital contained therein, are incorporated into and made a part of this Amendment as though fully set forth herein.
2. **Amendments.** The Agreement is hereby amended as follows:
 - a) Closing. The last full sentence of Paragraph 7 (a) of the Agreement shall be amended and replaced with the following:

“The "Closing Date" shall be December 31, 2023, or such earlier or later date as may be agreed to in writing by Seller and Buyer.”

3. **Entire Agreement; Conflict.** Except as otherwise stated herein, all other terms, conditions and agreements contained in the Agreement remain unmodified and in full force and effect. To the extent a conflict exists between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.


4. **Counterparts; Electronic or Facsimile Transmission.** This Amendment may be executed in counterparts which, when combined, shall constitute one instrument. The electronic or facsimile transmission of a signed counterpart of this Amendment shall be binding upon the party whose signature is contained on the transmitted copy.

[Signature Page Follows.]

IN WITNESS WHEREOF, Purchaser and Seller have executed this First Amendment to Real Property Purchase Agreement to be effective as of the date set forth above.

“PURCHASER”:

RealAmerica Development, LLC

By: 
Ronda Shrewsbury, President

“SELLER”:

South Bend Redevelopment Commission

By: _____
Marcia I. Jones, President

Attest: _____
Vivian Sallie, Secretary