



South Bend

Redevelopment Commission

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

Agenda

Regular Meeting, September 14, 2023 – 9:30 a.m.

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

1. Roll Call

2. Approval of Minutes

- A. Redevelopment Commission Executive Session Minutes, August 24, 2023
- B. Minutes of the Regular Meeting of Thursday, August 24, 2023

3. Approval of Claims

- A. Claims Allowance 8.24.23
- B. Claims Allowance 8.29.23
- C. Claims Allowance 9.12.23

4. Old Business

- A. None

5. New Business

- A. River West Development Area
 - 1. Budget Request (Rebuilding Our Streets RWDA)
 - 2. Development Agreement (Property Brothers LLC)
 - 3. Compliance Update (Bear Brew LLC)

6. Progress Reports

- A. Tax Abatement
- B. Common Council
- C. Other
 - 1. Tax Sale update

7. Next Commission Meeting:

Thursday, September 28, 2023, 9:30 am



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Executive Session Meeting Minutes: August 24, 2023

The Redevelopment Commission met in Executive Session on Thursday, August 24, 2023 at 9:00 a.m. for the purposes specified in I.C. 5-14-1.5-6.1(b)(2)(B) for discussion of strategy with respect to initiation of litigation or litigation that is either pending or has been threatened specifically in writing and as specified in I.C. § 5-14-1.5-6.1(b)(2)(D) for discussion of strategy with respect to the purchase or lease of real property by the governing body up to the time a contract or option to purchase or lease is executed by the parties. Commissioners David Relos, Marcia Jones, Troy Warner, and Eli Wax appeared in person. Commission attorney Danielle Weiss also appeared in person, as well as Executive Director of Community Investment Caleb Bauer and Property Manager, Joseph Molnar. The meeting was held in the 14th Floor Conference Room, County City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601. Those in attendance did not discuss any subject matter other than the subject matter as specified in the public notice. The meeting adjourned at 9:28 a.m.



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

**SOUTH BEND REDEVELOPMENT COMMISSION
 SCHEDULED REGULAR MEETING**

August 24, 2023 – 9:30 am

<https://tinyurl.com/RedevelopmentCommission> or **BPW 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, Vice-President – IP Eli Wax, Commissioner - IP David Relos, Commissioner – IP Leslie Wesley, Commissioner - V	IP = In Person V = Virtual
Members Absent:	Vivian Sallie, Secretary	
Legal Counsel:	Sandra Kennedy, Esq. Danielle Campbell, Asst. City Attorney	
Redevelopment Staff:	Mary Brazinsky Sears, Board Secretary Joseph Molnar, Staff	
Others Present:	Caleb Bauer Erik Glavich Zach Hurst Matt Barrett	DCI DCI Engineering Resident

2. Approval of Minutes

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

Upon a motion by Commissioner Wax, seconded by Vice-President Warner, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, July 27, 2023

- **Approval of Minutes of the Regular Meeting of Thursday, August 10, 2023**

Upon a motion by Commissioner Wax, seconded by Vice-President Warner, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, August 10, 2023

3. Approval of Claims

A. Claims Allowance 8.15.23

Upon a motion by Vice-President Warner, seconded by Commissioner Wax, the motion carried unanimously, the Commission approved the claims allowance for August 15, 2023.

4. Old Business

5. New Business

A. River West Development Area

1. **Resolution No. 3578 (Property Transfer RDC to BPW Washington & Taylor)**

Joseph Molnar Presented Resolution No. 3578 (Property Transfer RDC to BPW Washington & Taylor). The two parcels are at the northwestern corner of Washington and Taylor Streets that the Redevelopment Commission owns with a request to transfer to the Board of Public Works. In 2022 the RDC issued a request for proposals for multiple lots and the two lots were included in the proposal. South Bend Heritage submitted a proposal for the property for a mixed market six apartment buildings of both affordable and market rate units. This resolution transfers the property to BPW for ease of transfer to South Bend Heritage. If the project does not come to fruition, the property would come back to the RDC. South Bend Heritage will take possession of the property Fall 2023 and start construction in 2024. The South Bend Heritage will be utilizing the site plan that staff has developed, as well as, catching some of the historic characters with a mansion style structure as opposed to traditional apartment looks. The city is excited about this project. Commission approval is requested.

Upon a motion by Vice-President Warner, and seconded by Commissioner Relos, the motion carried unanimously, the Commission approved Resolution No. 3578 (Property Transfer RDC to BPW Washington & Taylor) submitted on Thursday, August 24, 2023.

2. Resolution No. 3579 (Authorizing Staff Tax Sale Bids)

Joseph Molnar Presented Resolution No. 3579 (Authorizing Staff Tax Sale Bids). Next week the St. Joseph County Tax Sale begins. On the tax sale bill the city believes there are multiple properties that are of interest to the city for possible acquisition. The resolution before you allows staff to bid on behalf of the Redevelopment Commission. Properties staff would bid on are already stated on the acquisition list in the RWDA and the total of all the city bids would be a maximum of \$125k. This resolution grants Mr. Molnar and Mr. Bauer to bid on the properties with approval by a director for final submission. Staff will provide a status report at the next meeting. Commission approval is requested.

Ms. Campbell-Weiss states that if the city wins a bid, there is a long procedural checklist, and we would not own the property until a redemption period has passed, which is about one year.

Upon a motion by Commissioner Wax, seconded by Vice-President Warner, the motion carried unanimously, the Commission approved Resolution No. 3579 (Authorizing Staff Tax Sale Bids) submitted on Thursday, August 24, 2023.

6. Progress Reports.

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

7. Next Commission Meeting:

Thursday, September 14, 2023

8. Adjournment

Thursday, August 24, 2023, 9:44 a.m.

Vice-President Warner

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: Thursday, August 24, 2023

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

GBLN-0062181	\$1,270,718.91
GBLN-0062386	\$1,539,292.26
GBLN-0000000	\$0.00
Total:	<u>\$2,810,011.17</u>

Kyle Willis

 Kyle Willis

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

South Bend Redevelopment Commission

By: _____
 Name:

Date:

Attest: _____

Name:

ance

l claims and

\$ 2,810,011.17

Expenditure approvalRDC Payments-8/22/23 Pymt Run
GBLN-0062181**Payment method:** CHK-Total
Voucher: RDCP-00019222
Payment date: 8/22/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000027	ACM ENGINEERING & ENVIRONMENT AL SER	A2307446	FS8 Asbestos Testing	8/19/2023	\$276.00	430-10-102-121-443001-- PROJ00000355	PO-0025583

Payment method: CHK-Total
Voucher: RDCP-00019223
Payment date: 8/22/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000045	AEP	8/10 INV	Pure Green AEP Purchase	8/22/2023	\$107,008.04	324-10-102-121-444000-- PROJ00000211	PO-0025592

Payment method: CHK-Total
Voucher: RDCP-00019224
Payment date: 8/22/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000618	FORUM ARCHITECTS LLC	2212808	MarMain Roof PSA	8/30/2023	\$1,595.00	324-10-102-121-443001-- PROJ00000372	PO-0020013

Payment method: CHK-Total
Voucher: RDCP-00019225
Payment date: 8/22/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
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V-00000947	KIL ARCHITECTURE PLANNING	5	Change Order #1	9/1/2023	\$4,282.58	430-10-102-121-443001-- PROJ00000292	PO-0015309
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Payment method: CHK-Total
Voucher: RDCP-00019226
Payment date: 8/22/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000982	LAWSON-FISHER ASSOCIATES	202206002230544	Coal Line Trail - Construction Inspection Services	6/30/2023	\$5,804.38	324-10-102-121-444000-- PROJ00000018	PO-0014118
V-00000982	LAWSON-FISHER ASSOCIATES	202206002230444	Coal Line Trail - Construction Inspection Services	5/30/2023	\$12,103.24	324-10-102-121-444000-- PROJ00000018	PO-0014118
V-00000982	LAWSON-FISHER ASSOCIATES	202206002230753	Coal Line Trail - Construction Inspection Services	8/30/2023	\$25,250.86	324-10-102-121-444000-- PROJ00000018	PO-0014118
V-00000982	LAWSON-FISHER ASSOCIATES	202206002230652	Coal Line Trail - Construction Inspection Services	7/30/2023	\$12,585.12	324-10-102-121-444000-- PROJ00000018	PO-0014118

Payment method: CHK-Total
Voucher: RDCP-00019227
Payment date: 8/22/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001012	LOCHMUELLER GROUP INC	514291	Change Order #1	8/30/2023	\$34,794.11	436-10-102-121-444000-- PROJ00000079	PO-0007779

Payment method: CHK-Total
Voucher: RDCP-00019228
Payment date: 8/22/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001038	MAJORITY BUILDERS INC	APP #1	The Hill TIF Project	8/30/2023	\$97,053.07	429-10-102-121-444000-- PROJ00000412	PO-0024347

Payment method: CHK-Total

Voucher: RDCP-00019229
Payment date: 8/22/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001411	RIETH RILEY CONSTRUCTIO N	APP #1	Mill & Overlay	8/10/2023	\$649,017.00	324-10-102-121-442001-- PROJ00000420	PO-0023414
V-00001411	RIETH RILEY CONSTRUCTIO N	APP #1	Mill & Overlay	8/10/2023	\$293,043.51	430-10-102-121-442001-- PROJ00000420	PO-0023414

Payment method: CHK-Total
Voucher: RDCP-00019230
Payment date: 8/22/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00003121	Tuesley Hall Konopa LLP	59230017A	Legal Services - 300 E. Lasalle	8/27/2023	\$6,323.50	324-10-102-121-431001--	PO-0025486

Payment method: CHK-Total
Voucher: RDCP-00019231
Payment date: 8/22/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00010599	Site Design Group, Ltd.	955605	South Bend Notre Dame Urban Trail Design	6/3/2023	\$6,802.50	429-10-102-121-431002-- PROJ00000378	PO-0021578

Payment method: CHK-Total
Voucher: RDCP-00019232
Payment date: 8/22/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00010644	Indiana Dinosaur Museum Inc	7272023	SBCC Grant Indiana Dinosaur Museum	8/26/2023	\$8,640.00	324-10-102-121-441000-- PROJ00000403	PO-0022186

Payment method: CHK-Total

Voucher: RDCP-00019233
Payment date: 8/22/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00011571	Paul R. McDowell, Jr.	4	Web Design Services	8/31/2023	\$3,640.00	433-10-102-123-439300-- PROJ00000383	PO-0024848

Payment method: ACH-Total
Voucher: RDCP-00019234
Payment date: 8/22/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000019	ABONMARCHE CONSULTANTS OF IN	147309	Monroe Circle Demo PSA	8/26/2023	\$2,500.00	324-10-102-121-431000-- PROJ00000440	PO-0024349

Expenditure approval

RDC Payments-American Arena ACH
GBLN-0062386

Payment method: ACH-Total
Voucher: RDCP-00019415
Payment date: 8/24/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00012207	American Arena LLC	8222023	Ice Box Chiller Purchase	8/25/2023	\$1,539,292.26	324-10-102-121-443001-- PROJ00000466	PO-0025686



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

To: South Bend Redevelopment Commission
From: Kyle Willis, City Controller
Date: Tuesday, August 29, 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-0062525	\$281,538.15
GBLN-0000000	\$0.00

Total: \$281,538.15

Kyle Willis

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

South Bend Redevelopment Commission

By: _____
Name:

Date:

Attest: _____
Name:

ance

l claims and

\$ 281,538.15

Expenditure approvalRDC Payments-8/29/23 Pymt Run
GBLN-0062525**Payment method:** CHK-Total
Voucher: RDCP-00019615
Payment date: 8/29/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000918	JONES PETRIE RAFINSKI	47012	Design	9/7/2023	\$1,886.24	429-10-102-121-431002-- PROJ00000317	PO-0013624

Payment method: CHK-Total
Voucher: RDCP-00019616
Payment date: 8/29/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001411	RIETH RILEY CONSTRUCTIO N	APP #3	Mill & Overlay	9/6/2023	\$131,662.04	430-10-102-121-442001-- PROJ00000352	PO-0020444
V-00001411	RIETH RILEY CONSTRUCTIO N	APP #2	Mill & Overlay	9/6/2023	\$32,533.12	430-10-102-121-442001-- PROJ00000420	PO-0023414
V-00001411	RIETH RILEY CONSTRUCTIO N	APP #2	Mill & Overlay	9/6/2023	\$17,851.70	422-10-102-121-442001-- PROJ00000420	PO-0023414

Payment method: CHK-Total
Voucher: RDCP-00019617
Payment date: 8/29/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00008551	Engineering Resources, Inc.	577605	Change Order #1	9/8/2023	\$2,000.00	324-10-102-121-444000-- PROJ00000211	PO-0018948

Payment method: CHK-Total
Voucher: RDCP-00019618
Payment date: 8/29/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00010644	Indiana Dinosaur Museum Inc	8042023	SBCC Grant Indiana Dinosaur Museum	9/3/2023	\$33,453.75	324-10-102-121-441000-- PROJ00000403	PO-0022186
V-00010644	Indiana Dinosaur Museum Inc	163	SBCC Grant Indiana Dinosaur Museum	9/6/2023	\$6,700.00	324-10-102-121-441000-- PROJ00000403	PO-0022186
V-00010644	Indiana Dinosaur Museum Inc	126	SBCC Grant Indiana Dinosaur Museum	9/6/2023	\$39,124.00	324-10-102-121-441000-- PROJ00000403	PO-0022186
V-00010644	Indiana Dinosaur Museum Inc	8092023	SBCC Grant Indiana Dinosaur Museum	9/8/2023	\$16,327.30	324-10-102-121-441000-- PROJ00000403	PO-0022186



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

To: South Bend Redevelopment Commission
From: Kyle Willis, City Controller
Date: Tuesday, September 12, 2023

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

GBLN-0062759	\$1,461,362.22
GBLN-0063459	\$180,389.23

Total:	<u>\$1,641,751.45</u>
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Kyle Willis

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

South Bend Redevelopment Commission

By: _____
Name:

Date:

Attest: _____

Name:

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l claims and

\$ 1,641,751.45

Expenditure approval

RDC Payments-9/5/23 Pymt Run

GBLN-0062759

Payment method: CHK-Total
Voucher: RDCP-00019620
Payment date: 9/5/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000191	BARNES & THORNBURG LLP	3138876	Legal Services Barnes & Thornburg - South Well Field	9/15/2023	\$425.00	430-10-102-121-431001-- PROJ00000082	PO-0015761

Payment method: CHK-Total
Voucher: RDCP-00019621
Payment date: 9/5/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000698	GREEN DEMOLITION CONTRACTORS INC	APP #1	Monroe Circle Demo	9/10/2023	\$517,750.00	324-10-102-121-444000-- PROJ00000440	PO-0024348

Payment method: ACH-Total
Voucher: RDCP-00019622
Payment date: 9/5/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001496	SHIVE HATTERY INC	21722018708R	Fire Station 8 Final Design	9/14/2023	\$7,506.10	430-10-102-121-431002-- PROJ00000355	PO-0021515

Payment method: CHK-Total
Voucher: RDCP-00019623
Payment date: 9/5/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
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V-00001864	YOUTH SERVICE BUREAU	8102023	Donation Agreement YSB	9/9/2023	\$750,000.00	433-10-102-123-439300--	PO-0025921
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Payment method: ACH-Total
Voucher: RDCP-00019624
Payment date: 9/5/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001933	LYNN WETZEL	95	Commuter's Trust Prof Svs	9/7/2023	\$3,384.61	433-10-102-123-439300-- PROJ00000383	PO-0021586

Payment method: CHK-Total
Voucher: RDCP-00019625
Payment date: 9/5/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00008672	USI Consultants, Inc	18894	Inspection Svcs for Coal Line Phase IIB	9/14/2023	\$30,478.01	324-10-102-121-444000-- PROJ00000018	PO-0019649

Payment method: CHK-Total
Voucher: RDCP-00019626
Payment date: 9/5/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00010644	Indiana Dinosaur Museum Inc	8142023	SBCC Grant Indiana Dinosaur Museum	9/13/2023	\$22,693.00	324-10-102-121-441000-- PROJ00000403	PO-0022186
V-00010644	Indiana Dinosaur Museum Inc	8112023	SBCC Grant Indiana Dinosaur Museum	9/10/2023	\$27,780.00	324-10-102-121-441000-- PROJ00000403	PO-0022186
V-00010644	Indiana Dinosaur Museum Inc	304233	SBCC Grant Indiana Dinosaur Museum	9/13/2023	\$1,345.50	324-10-102-121-441000-- PROJ00000403	PO-0022186

Payment method: CHK-Total
Voucher: RDCP-00019627
Payment date: 9/5/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00011939	Cultivate Food Rescue	6092023	Cultivate Donation -donation	7/9/2023	\$100,000.00	433-10-102-123-439300--	PO-0024690

Expenditure approval

RDC Payments-9/12/23 Pymt Run

GBLN-0063459

Payment method: CHK-Total
Voucher: RDCP-00019815
Payment date: 9/12/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000222	BLACK & VEATCH CORPORATION	1405845	Amendment #3	9/17/2023	\$4,223.93	324-10-102-121-431002-- PROJ00000056	PO-0005261

Payment method: ACH-Total
Voucher: RDCP-00019816
Payment date: 9/12/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000665	GIBSON LEWIS LLC	APP #8	Change Order #4	7/16/2023	\$7,695.95	324-10-102-121-443001-- PROJ00000051	PO-0019070

Payment method: CHK-Total
Voucher: RDCP-00019817
Payment date: 9/12/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001012	LOCHMUELLER GROUP INC	514393	Change Order #1	9/22/2023	\$28,322.69	436-10-102-121-444000-- PROJ00000079	PO-0007779

Payment method: ACH-Total
Voucher: RDCP-00019818
Payment date: 9/12/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001518	SMITHGROUP INC	173010	Amendment #6	9/16/2023	\$3,542.50	436-10-102-121-444000-- PROJ00000079	PO-0006606

Payment method: ACH-Total
Voucher: RDCP-00019819
Payment date: 9/12/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001933	LYNN WETZEL	96	Commuter's Trust Prof Svs	9/15/2023	\$3,403.93	433-10-102-123-439300-- PROJ00000383	PO-0021586

Payment method: CHK-Total
Voucher: RDCP-00019820
Payment date: 9/12/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00010644	Indiana Dinosaur Museum Inc	7242023	SBCC Grant Indiana Dinosaur Museum	8/23/2023	\$39,000.00	324-10-102-121-441000-- PROJ00000403	PO-0022186
V-00010644	Indiana Dinosaur Museum Inc	INV342619	SBCC Grant Indiana Dinosaur Museum	9/20/2023	\$3,194.89	324-10-102-121-441000-- PROJ00000403	PO-0022186
V-00010644	Indiana Dinosaur Museum Inc	INV341625	SBCC Grant Indiana Dinosaur Museum	9/15/2023	\$8,979.59	324-10-102-121-441000-- PROJ00000403	PO-0022186
V-00010644	Indiana Dinosaur Museum Inc	8172023	SBCC Grant Indiana Dinosaur Museum	9/16/2023	\$9,096.25	324-10-102-121-441000-- PROJ00000403	PO-0022186
V-00010644	Indiana Dinosaur Museum Inc	117262A	SBCC Grant Indiana Dinosaur Museum	9/13/2023	\$33,800.00	324-10-102-121-441000-- PROJ00000403	PO-0022186
V-00010644	Indiana Dinosaur Museum Inc	8102023	SBCC Grant Indiana Dinosaur Museum	9/9/2023	\$34,501.50	324-10-102-121-441000-- PROJ00000403	PO-0022186

Payment method: CHK-Total
Voucher: RDCP-00019821
Payment date: 9/12/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00012082	Aries Building Systems, LLC	320530	PGF Trailer Relocation	9/16/2023	\$4,628.00	324-10-102-121-444000-- PROJ00000211	PO-0025845



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 9/14/2023

FROM: Scott Kreeger, Project Engineer

SUBJECT: *Rebuilding Our Streets* Plan Funding Request

_____ 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:

The request is to provide funding to support the City’s Rebuilding Our Streets Plan which is in its third year of implementation. Requested funds will be used for the paving and reconstruction of the intersection at Ameritech & Cleveland Road.

TIF District	Requested Amount
River West	\$ 255,000

INTERNAL USE ONLY: Project Code: 122-049 _____;

Total Amount new/change (inc/dec) in budget: \$255,000 _____; 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: 9/12/23
FROM: Erik Glavich, Director, Growth & Opportunity
SUBJECT: Property Bros LLC 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: Development Agreement for three properties (542 N. Scott St., 616 Sherman Ave., and 430 Cottage Grove Ave.) with Property Bros LLC

SPECIFICS: The Commission will consider a Development Agreement with Property Bros LLC, a small-scale developer committed to providing high-quality affordable housing in South Bend. The developer is undertaking a project to rehabilitate two existing vacant residential buildings and construct a new residential building, bringing online at least 7 new residential units near the Lincoln Way West corridor.

This Agreement specifies that (1) the Funding Amount provided by Redevelopment Commission will not exceed \$150,400 and (2) the Private Investment by the Developer will be no less than \$709,000. The Developer agrees to complete the project by the end of 2025. The Funding Amount will be used for Local Public Improvements such as exterior improvements to existing real property and site improvements.

Staff recommends approval of this Development Agreement.

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 \$ _____

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”), is effective as of September 14, 2023 (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 Property Bros LLC, an Indiana Limited Liability Company, with offices at 1251 N. Eddy Street, Suite 200, South Bend, Indiana 46617 (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 real property described in **Exhibit A**, together with all improvements thereon and all easements, rights, licenses, and other interests appurtenant thereto; and

WHEREAS, the Developer is in the process of acquiring certain other real property described in **Exhibit B**, and has entered into a purchase agreement attached hereto as **Exhibit C**, to acquire said property, together with all improvements thereon and all easements, rights, licenses, and other interests appurtenant thereto; and

WHEREAS, the property described in **Exhibit A** and the property described in **Exhibit B** together and collectively are henceforth known as the “Developer Property” for the purposes of this Agreement; 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 D**; and

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

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

WHEREAS, the City is committed to support the development of affordable housing in South Bend, particularly for low-income residents; and

WHEREAS, the Project will contribute to the revitalization of the surrounding area and add vibrancy to the neighborhood; 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 E** (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 One Hundred Fifty Thousand Four Hundred Dollars (\$150,400.00) 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 an amount no less than Seven Hundred Nine Thousand Dollars (\$709,000.00), not including the Funding Amount, 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.

(a) Upon execution of this Agreement, the Developer will grant to the Commission a temporary, non-exclusive easement on, in, over, under and across any part(s) of the property described in **Exhibit A** in the form attached hereto as **Exhibit F** to permit the Commission to fulfill its obligations under this Agreement, including the construction, equipping, inspection, and delivery of the Local Public Improvements.

(b) Upon assuming ownership of the property described in **Exhibit B**, the Developer will grant to the Commission a temporary, non-exclusive easement on, in, over, under and across any part(s) of the property described in **Exhibit B** in the form attached hereto as **Exhibit G** to permit the Commission to fulfill its obligations under this Agreement, including the construction, equipping, inspection, and delivery of the Local Public Improvements.

(c) The grants of easement described in paragraph (a) and paragraph (b) in this Section 3 (together and collectively are henceforth known as “the Easement”) shall (i) 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; (ii) shall bind the Developer and its grantees, successors, and assigns; and (iii) 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 Timeframe for Acquisition of Property. The Developer will assume ownership of the property described in **Exhibit B** no later than October 31, 2023. Notwithstanding any provision of this Agreement to the contrary, the Developer’s failure to assume ownership of the property described in **Exhibit B** will constitute a default under this Agreement without any requirement of notice of or an opportunity to cure such failure, which will relieve the Commission of any further

obligations under this Agreement to complete the Local Public Improvements and expend the Funding Amount contemplated herein.

4.3 The Project.

(a) The Developer will perform all necessary work to complete the improvements set forth in the Project Plan attached hereto as **Exhibit D** and the plans and specifications to be approved by the City Planner, or his designee, pursuant to Section 4.8 (“Submission of Plans and Specifications for Project”) 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 Project in accordance with the Project Plan attached hereto as **Exhibit D** and the plans and specifications to be approved by the Commission pursuant to Section 4.8 (“Submission of Plans and Specifications for Project”) of this Agreement.

4.4 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.

4.5 Obtain Necessary Easements. The Developer agrees to obtain any and all easements, including an easement on, in, over, under and across any part(s) of the property described in **Exhibit B**, 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.

4.6 Timeframe for Completion. The Developer hereby agrees to complete the Project as set forth in the Project Plan and any other obligations the Developer may have under this Agreement by December 31, 2025 (the “Mandatory Project Completion Date”). The Developer further agrees the total Project will be completed in accordance with the Project Plan attached hereto as **Exhibit D**.

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.

4.7 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, in the

format set forth as **Exhibit H**, 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, (iii) an itemized accounting generally identifying the Private Investment to date, and (iv) a status report of the number of jobs created for employment at the Developer Property.

4.8 **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's Executive Director of Community Investment, or their designee, who may approve or disapprove said plans and specifications for the Project in their sole discretion and may request revisions or amendments to be made to the same.

4.9 **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.

4.10 **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 may approve or disapprove said bid specifications for the Project in its sole discretion and may request revisions or amendments to be made to the same. The Commission shall not be required to expend the Funding Amount unless the Engineering Department has approved all bid specifications.

4.11 **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.

4.12 **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 I** 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).

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

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 E** 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 responded in accordance with Section 4.8 ("Submission of Plans and Specifications for Project") 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 ("Specifications for Local Public Improvements") 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; however, Developer shall reimburse the Commission for its reasonable attorneys' fees associated with the Commission's defense of this Agreement against a third-party lawsuit. In no event shall the Commission be required to bear the fees and costs of the Developer'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 Liquidated Damages. 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 the Commission shall be entitled to recover from Developer, as liquidated damages, One Hundred Fifty Percent (150%) of the portion of the Funding Amount expended by the Commission in furtherance of the Local Public Improvements ("Liquidated Damages"). The Parties acknowledge and agree that the actual damages to the Commission, the City, and its citizens in the event of a default by Developer would be difficult or impossible to determine, and the Liquidated Damages set forth above represents the best estimate of the Parties as to the amount of such damages at the time of execution and delivery of this Agreement. If the Developer fails to perform and complete the work within the timeframe fixed for completion, the Liquidated Damages shall be considered not as a penalty, but as agreed upon monetary damages sustained by the Commission, the City, and citizens of South Bend for the Commission's direct investment into the Project, the negative impact upon the Commission's ability to develop other projects in South Bend, and expenses of City employees supporting the Project, including, redevelopment staff, engineering staff, legal department staff, and a construction manager on site.

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 Local Public Improvements or 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 the Commission pursues any legal action (including arbitration) to enforce or interpret this Agreement, Developer shall pay Commission's reasonable attorneys' fees and other costs and expenses (including expert witness 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: Property Bros LLC
1251 N. Eddy Street, Suite 200
South Bend, Indiana 46617
Attn: Jordan Richardson

With a copy to: Serena Wood
3003 Fairing HL
Lithonia, GA 30038

Commission: South Bend Redevelopment Commission
1400S 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
1200S 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

Troy Warner, Vice-President

ATTEST:

Vivian Sallie, Secretary

PROPERTY BROS LLC



Jordan Richardson, Chief Executive Officer

EXHIBIT A

Description of Developer-Owned Property

Tax ID No. 018-1054-2323

Parcel Key No. 71-08-02-476-017.000-026

Legal Description: Lot 7 Kents Sub Bol 113 & 114

Commonly known as: 542 N. Scott Street, South Bend, Indiana 46616

Tax ID No. 018-1074-3129

Parcel Key No. 71-08-02-335-006.000-026

Legal Description: Lot 4 Cushings 1st

Commonly known as: 616 Sherman Avenue, South Bend, Indiana 46616

EXHIBIT B

Description of Property to be Acquired by Developer

Tax ID No. 018-1028-1225

Parcel Key No. 71-08-02-457-002.000-026

Legal Description: Lot 2 Klingels Sub Of Heinzmans Add 22-23-24

Commonly known as: 430 Cottage Grove Avenue, South Bend, Indiana 46616

EXHIBIT C

Purchase Agreement

Purchase and Sales Agreement for Real Property in St. Joseph County, Indiana

This agreement was made the **8/29/2023** by and between **Lincoln Park Development, LLC_ thereafter Seller) and Jordan Richardson of Property Bros, LLC** (hereafter Buyer and/or assigns).

Closing (Settlement) shall take place within 45 business days.

Buyer will obtain immediate right of entry for the purpose of obtaining estimates from general contractors and for general informational and inspection purposes.

This property is being sold "as is". Seller shall hereby sell and convey unto Buyer and Buyer shall hereby purchase from seller, the real property known by the address: **430 Cottage Grove Ave. South Bend, IN 46616**

Buyer will pay **\$30,000.00** for the abovementioned property, of which **\$0.00** is to be paid within 4 business days of the signing of this agreement by both parties and held in escrow as a deposit until closing by Michiana Title 2827 Lincolnway E Mishawaka, IN 46544 with the remaining balance of the purchase price to be paid in full in settlement at closing.

Sale of the property is contingent on the Buyer obtaining first mortgage and approval by the South Bend Redevelopment Commission of a development agreement providing Property Bros LLC Tax Increment Financing. The Seller will provide a second purchase money mortgage in the amount of \$30,000 to the Buyer at 10% interest with a term of 3 years.

At settlement upon payment of the abovementioned remaining unpaid balance, a Special Warranty Deed, free and clear of all liens and encumbrances, will be conveyed by seller to buyer for the abovementioned property, including all improvements, rights, privileges, easements and other property interest therein and befitting, thereto pertaining in Fee Simple. Title will be good and merchantable. If the seller is unable to convey title free and clear of liens and encumbrances the deposit will be returned to the buyer.

Seller will cure at their own expense any outstanding liens, encumbrances or judgements, excluding property taxes, which will be shared equally by buyer and seller. Ground rent, water, and all other public or governmental charges or assessments against the property which may be payable on an annual basis shall be adjusted and apportioned as of the date of settlement and are to be assumed and paid thereafter by the buyer. If the property is tenant occupied, the seller will immediately advise the tenant of the sale. Buyer and seller shall split all costs equally for closing, to include a general, formal home inspection, title search, any and all property taxes due, and any and all closing costs. Any special inspections, surveys, or other, desired by buyer are to be paid in full by the buyer.

If the seller defaults under the terms of this agreement, the buyer may pursue all remedies under the law for damages incurred. If the buyer defaults, the seller may have the right to market the property and keep the deposit in escrow in full. The Parties hereto bind themselves, their heirs, personal representatives and successors for the faithful performance of this contract.

Seller: Lincoln Park Development, LLC

Signature Anne Mawip, Sole Member

Date August 30, 2023

Buyer: Property Bros, LLC

Signature Jordau Richardson

Date 2023-08-31

Signature Certificate

Reference number: 9BT6N-RZFB2-AXWQD-KXRVQ

Signer

Timestamp

Signature

Jordan Richardson, Member

Email: jordan@propertybrosllc.com

Sent:

31 Aug 2023 15:47:36 UTC

Signed:

31 Aug 2023 15:47:36 UTC

Jordan Richardson

IP address: 73.221.49.236

Location: Seattle, United States

Document completed by all parties on:

31 Aug 2023 15:47:36 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.



EXHIBIT D

Project Plan

The Developer will complete the development of certain property to create seven affordable residential rental units, specifically:

- Parcel Key No. 71-08-02-476-017.000-026: Rehabilitate existing vacant real property to create one 3-bedroom unit and two 2-bedroom units;
- Parcel Key No. 71-08-02-457-002.000-026: Rehabilitate existing vacant real property to create one 3-bedroom unit and one 2-bedroom unit; and
- Parcel Key No. 71-08-02-335-006.000-026: Construct a new residential structure containing two 3-bedroom units.

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

EXHIBIT E

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:

- Site preparation;
- Exterior improvements to existing real property, including necessary roof repair and replacement, exterior wall repair, window replacement, painting, and siding repair and replacement;
- Landscaping;
- Sidewalk and alley repair and replacement; and
- Repair and replacement of parking areas adjacent to alleys.

Any and all costs associated with improvements not explicitly described above and not approved pursuant to Section 4.10 (“Specifications for Local Public Improvements”) are the sole responsibility of the Developer.

EXHIBIT F

Form of Easement for Developer-Owned Property

GRANT OF TEMPORARY EASEMENT

THIS INDENTURE, made as of the September of 10th, 2023 (the "Effective Date"), by and between Property Bros LLC, with offices at 1251 N. Eddy Street, Suite 200, South Bend, Indiana 46617 (the "Grantor"), and the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment, 1400S 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 9/10, 2023 (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:

Property Bros LLC

[Handwritten Signature]

Printed: Jordan Richardson

Its: Chief Executive Officer

STATE OF WA)
) SS:
COUNTY OF King)

Before me, the undersigned, a Notary Public in and for said State, personally appeared Jordan Richardson, to me known to be the Chief Executive Officer 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 11 day of September, 2023.

[Handwritten Signature]

Janet Levy, Notary Public

Residing in Tukula County, King

My Commission Expires: 01/21/2025

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, City of South Bend, Indiana, Department of Law, 227 W. Jefferson Boulevard, Suite 1200S, South Bend, IN 46601.



EXHIBIT 1

Description of Property

Tax ID No. 018-1054-2323

Parcel Key No. 71-08-02-476-017.000-026

Legal Description: Lot 7 Kents Sub Bol 113 & 114

Commonly known as: 542 N. Scott Street, South Bend, Indiana 46616

Tax ID No. 018-1074-3129

Parcel Key No. 71-08-02-335-006.000-026

Legal Description: Lot 4 Cushings 1st

Commonly known as: 616 Sherman Avenue, South Bend, Indiana 46616

EXHIBIT G

Form of Easement for Property to be Acquired by Developer

GRANT OF TEMPORARY EASEMENT

THIS INDENTURE, made as of the _____ of _____, 2023 (the “Effective Date”), by and between Property Bros LLC, with offices at 1251 N. Eddy Street, Suite 200, South Bend, Indiana 46617 (the “Grantor”), and the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment, 1400S 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 _____, 2023 (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:

Property Bros LLC

Printed: Jordan Richardson

Its: Chief Executive Officer

STATE OF _____)
) SS:
COUNTY OF _____)

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 _____, 20_____.

_____, Notary Public
Residing in _____ County, _____

My Commission Expires: _____

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, City of South Bend, Indiana, Department of Law, 227 W. Jefferson Boulevard, Suite 1200S, South Bend, IN 46601.

EXHIBIT 1

Description of Property

ID No. 018-1028-1225

Parcel Key No. 71-08-02-457-002.000-026

Legal Description: Lot 2 Klingels Sub Of Heinzmans Add 22-23-24

Commonly known as: 430 Cottage Grove Avenue, South Bend, Indiana 46616

EXHIBIT H

Form of Report to Commission

City of South Bend
Department of Community Investment

Development Agreement Review

Answer the below questions and return to the Department of Community Investment.

Project Information

Project Name: _____

Address: _____

Construction Completed to Date:

Project Schedule Update:

Itemized Accounting of Private Investment to Date:

Number of Jobs Created:

Name: _____

Address: _____

Position: _____

Email: _____

Signature: _____

Date: _____

EXHIBIT I

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 |
| | | b. | \$5,000,000.00 |
| | | | Each Occurrence |
| | | | Annual Aggregate Products
and Completed Operation |
| | 2. | Property Damage | |
| | | a. | \$5,000,000.00 |
| | | b. | \$5,000,000.00 |
| | | | Each Occurrence |
| | | | Annual Aggregate |
| C. | Comprehensive Automobile Liability | | |
| | 1. | Bodily Injury | |
| | | a. | \$500,000.00 |
| | | b. | \$500,000.00 |
| | | | Each Person |
| | | | Each Accident |
| | 2. | Property Damage | |
| | | a. | \$500,000.00 |
| | | | Each Occurrence |

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), dated effective September 16, 2021 ("Effective Date"), is made by and among **410 W Wayne Street LLC**, an Indiana limited liability company ("Assignor"), **Bear Brew LLC**, an Indiana limited liability company ("Assignee") and the **South Bend Redevelopment Commission**, governing body of the **Department of Redevelopment of the City of South Bend, Indiana** ("Commission").

WITNESSETH:

WHEREAS, Assignor assumed the obligations and interest in a Real Estate Purchase Agreement, as amended (the "Agreement"), on October 28, 2016 from Chris Gerard d/b/a Bare Hands Brewery; and

WHEREAS, Assignor transferred the Property, as that term is defined in the Agreement, to the Assignee on or about September 16, 2021; and

WHEREAS, Assignor desires to transfer its rights and obligations under the Agreement to Assignee and the Assignee desires to assume the rights and obligations thereunder; and

WHEREAS, in accordance with Section 18 of the Agreement, the Agreement may not be assigned without the prior written consent of the Commission.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Assignee and Assignor hereby agree as follows:

1. Recitals; Capitalized Terms. The recitals to this Assignment are fully incorporated by this reference as if set forth herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Assignment and Assumption.

(a) Effective as of the Effective Date, Assignor hereby transfers, assigns, conveys and delegates to Assignee all of Assignor's right, title, interest, liabilities, and obligations in, to, and under the Agreement.

(b) Effective as of the Effective Date, Assignee hereby accepts such assignment and assumes from Assignor all right, title, interest, liabilities and obligations under the Agreement arising on the Effective Date and thereafter, and agrees to pay, perform, and discharge, when due, all of such liabilities and obligations thereunder.

3. Representations and Warranties. Each party hereto hereby represents and warrants to the other that it has been duly authorized to execute and deliver this Assignment and that this Assignment constitutes the legal, valid and binding obligation of such party and is enforceable against such party in accordance with its terms.

4. Modifications to the Agreement. As of the Effective Date, Section 1 of the Agreement is modified to reflect the Seller's Representative as:

Caleb Bauer, Acting Executive Director
Department of Community Investment
227 W Jefferson Blvd., Ste 1400S
South Bend, IN 46601

and Buyer's Representative as:

Bear Brew LLC
Attn. Chris Gerard
12804 Sandy Ct.
Granger, IN 46530

5. Consent. The Commission hereby consents to the assignment of the Agreement by Assignor to Assignee as of the Effective Date and agrees to recognize the Assignee as of the Effective Date as the "Buyer's Representative" thereunder.

6. Governing Law. The internal laws of the State of Indiana applicable to contracts made and wholly performed therein shall govern the validity, construction, performance and effect of this Assignment.

7. Successors and Assigns. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors in interest and assigns.

8. Headings. The subject headings or captions of the paragraphs in this Assignment are inserted for convenience of reference only and shall not affect the meaning, construction or interpretation of any provisions contained herein. All terms herein are equally applicable to both the singular and plural forms of such terms.

9. Counterparts. This Assignment may be signed by facsimile or other electronic transmission and/or in one or multiple counterparts, with each counterpart having the same force and effect as if this single instrument were executed by each of the parties hereto and delivered to the other party.

10. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Assignment.

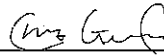
11. Severability. If any provision of this Assignment shall be held invalid, illegal, or unenforceable, the validity, legality or enforceability of the other provisions of this Assignment shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

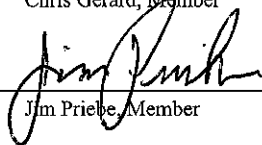
12. Further Assurances. The parties hereto agree to execute such further documents and agreements as may be necessary or appropriate to effectuate the purpose of this Assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed as of the date first above written.

ASSIGNOR:

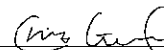
410 W WAYNE STREET LLC

By: 
Chris Gerard, Member

By: 
Jim Priebe, Member

ASSIGNEE:

BEAR BREW LLC

By: 
Chris Gerard, Member

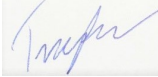
AGREED, ACKNOWLEDGED AND CONSENTED TO:

By its signature below, the Department of Redevelopment of the City of South Bend, Indiana ("Commission") hereby contents to the assignments, assumptions, and terms contained in this Assignment and Assumption Agreement as of the date first above written.

COMMISSION:

SOUTH BEND REDEVELOPMENT COMMISSION

By: Marcia Jones
Marcia Jones, President

Attest: 
Troy Warner, Secretary

Date: July 14, 2022

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (this "Agreement") is made on August 25, 2016 (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 Chris Gerard, doing business as Bare Hands Brewery, a sole proprietorship with its principal place of business at 12804 Sandy Ct., Granger, Indiana 46530 ("Buyer") (each a "Party" and together the "Parties").

RECITALS

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

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

C. Pursuant to the Act, Seller adopted its Resolution No. 3151 on August 15, 2013, whereby Seller established an offering price of Two Hundred Twenty-Seven Thousand Five Hundred Dollars (\$227,500.00) for the Property.

D. Pursuant to the Act, on August 15, 2013, Seller authorized the publication, on August 23, 2013, and August 30, 2013, respectively, of a notice of its intent to sell the Property and its desire to receive bids for said Property on or before September 12, 2013.

E. As of September 12, 2013, Seller received no bids for the Property, 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"):

Brian Pawlowski, Acting Executive Director
Department of Community Investment
City of South Bend
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"):

Chris Gerard
12804 Sandy Ct.
Granger, Indiana 46530

2. PURCHASE PRICE

The purchase price for the Property shall be One Dollar (\$1.00) (the "Purchase Price"), payable by Buyer to Seller in cash at the closing described in Section 10 below (the "Closing," the date of which is the "Closing Date").

3. BUYER'S DUE DILIGENCE

A. Investigation. Seller acknowledges that Buyer's purchase of the Property requires investigation into various matters (Buyer's "Due Diligence"). Therefore, Buyer's obligation to complete the purchase of the Property is conditioned upon the satisfactory completion, in Buyer's discretion, of Buyer's Due Diligence, including, without limitation, Buyer's examination, at Buyer's sole expense, of zoning and land use matters, environmental matters, real property title matters, and the like, as applicable.

B. Due Diligence Period. Buyer shall have a period of sixty (60) days following the Contract Date to complete its examination of the Property in accordance with this Section 3 (the "Due Diligence Period").

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

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

(ii) file any application with any federal, state, county, municipal or regional agency relating to the Property for the purpose of obtaining any approval necessary for Buyer's

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

D. Termination of Agreement. If at any time within the Due Diligence Period Buyer determines, in its sole discretion, not to proceed with the purchase of the Property, Buyer may terminate this Agreement by written notice to Seller's Representative.

4. SELLER'S DOCUMENTS; ENVIRONMENTAL SITE ASSESSMENT

Upon Buyer's request, Seller will provide Buyer a copy of all known environmental inspection, engineering, title, and survey reports and documents in Seller's possession relating to the Property. In the event the Closing does not occur, Buyer will immediately return all such reports and documents to Seller's Representative with or without a written request by Seller. In addition to reviewing any environmental reports provided by Seller, Buyer may, at Buyer's sole expense, obtain a Phase I environmental site assessment of the Property pursuant to and limited by the authorizations stated in Section 3 above.

5. 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 7 below).

6. 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 of 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.

7. **REVIEW OF TITLE COMMITMENT AND SURVEY**

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

8. **DISPUTE RESOLUTION**

A. Forum. 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.

B. Waiver of Jury Trial. Both Parties hereby waive any right to trial by jury with respect to any action or proceeding relating to this Agreement.

9. **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.

10. **CLOSING**

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

B. Closing Procedure.

(i) At Closing, Buyer shall deliver the Purchase Price to Seller, conditioned on Seller's delivery of the Deed, in the form attached hereto as **Exhibit B**, conveying the Property to Buyer, free and clear of all liens, encumbrances, title defects, and exceptions other than Permitted Encumbrances, and the Title Company's delivery of the marked-up copy of the Title Commitment (or pro forma policy) to Buyer in accordance with Section 6 above.

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

C. RESERVED.

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.

11. ACCEPTANCE OF PROPERTY AS-IS; REMEDIATION WORK; APPROVALS

A. "As-Is" Transaction. 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.

B. Remediation Work. The Parties acknowledge that Seller expects to complete certain environmental remediation work on the Property before the Closing Date (the "Seller's Work"). Seller will carry out Seller's Work in Seller's sole discretion and at Seller's sole expense. By undertaking Seller's Work, Seller accepts no liability for any damages or claims arising out of the environmental or other condition of the Property, and upon taking title to the Property Buyer accepts any and all such liabilities. In the event Seller's Work will be completed after the Closing Date, Seller will notify Buyer of the same, and Buyer will permit Seller to enter upon and have access to all parts of the Property necessary to complete Seller's Work.

C. Approvals for Relocation. The Parties acknowledge that Buyer intends to seek from relevant authorities all necessary approvals, including without limitation re-zoning and special use approvals, to facilitate Buyer's relocation to the Property of all of Buyer's current operations existing as of the Contract Date at its Granger, Indiana, location (Buyer's "Relocation"). In the event Buyer fails to obtain within six (6) months after the Closing Date all zoning and land use approvals necessary for Buyer's Relocation, Seller agrees to negotiate in good faith with Buyer for the re-conveyance of the Property to Seller, provided, however, Seller will not be required to bear any costs in connection with the transaction or assume any liabilities in connection with the Property.

12. BUYER'S POST-CLOSING OBLIGATIONS

A. Property Improvements. Within thirty-six (36) months after the Closing Date (the "Phase 1 Deadline"), Buyer will expend at least Four Hundred Fifty-Five Thousand Eight Hundred Twenty-Eight Dollars (\$455,828.00) to complete improvements to the Property, including the interior of the existing structure on the Property, to facilitate Buyer's Relocation (as defined above) (the "Phase 1 Investment"). Within sixty (60) months after the Closing Date (the "Phase 2 Deadline"), Buyer will expend a total sum of at least Nine Hundred Seventy-Eight Thousand Nine Hundred Eight-Seven Dollars (\$978,987.00), including the Phase 1 Investment to complete further improvements to the Property, including any expansion of the existing structure

or the construction of one or more new structures on the Property (the "Phase 2 Investment"). All work associated with the Phase 1 Investment and the Phase 2 Investment will be carried out in compliance with all applicable laws and industry standards.

B. Certificate of Completion. Promptly after Buyer completes both the Phase 1 Investment and the Phase 2 Investment, Buyer may request from Seller 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. Reversion upon Default. In the event Buyer fails to perform any of its obligations, or satisfactorily prove such performance, under this Section 12, then Seller shall have the right to re-enter and take possession of the Property and to terminate and revest in Seller the estate conveyed to Buyer at Closing and all of Buyer's rights and interests in the Property without offset or compensation for the value of any investments or improvements made by Buyer after the Closing Date. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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, Seller may request and Buyer shall provide any and all information reasonably demanded by Seller in connection with the proposed assignment and/or the proposed assignee.

19. 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.

20. AUTHORITY TO EXECUTE

The undersigned persons executing and delivering this Agreement on behalf of Seller represent and certify that they are the duly authorized representatives of Seller and have been fully empowered to execute and deliver this Agreement and that all necessary corporate action has been taken and done. The undersigned representative of Buyer represents and warrants that Buyer is a sole proprietorship and that he is duly authorized to bind Buyer to the terms 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:

Chris Gerard, doing business as Bare Hands Brewery, a sole proprietorship



Chris Gerard

Dated: 8/22/16

SELLER:

City of South Bend, Department of Redevelopment,
by and through its governing body, the South Bend
Redevelopment Commission

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

4000.0000001 42458324.003

EXHIBIT A

Description of Property

Real property located in the City of South Bend, County of St. Joseph, Indiana, more particularly described as follows:

Lot A as shown on the plat of Vail's Subdivision (First Replat), recorded on October 4, 2013, as Document No. 1330638 in the Office of the Recorder of St. Joseph County, Indiana.

Parcel Key No. 018-3012-044003

Commonly known as 331 W. Wayne St., South Bend, Indiana

EXHIBIT B

Form of Special Warranty Deed

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 Chris Gerard, doing business as Bare Hands Brewery, a sole proprietorship with its principal place of business at 12804 Sandy Ct., Granger, Indiana 46530 (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"):

Lot A as shown on the plat of Vail's Subdivision (First Replat), recorded on October 4, 2013, as Document No. 1330638 in the Office of the Recorder of St. Joseph County, Indiana.

Parcel Key No. 018-3012-044003
Commonly known as 331 W. Wayne St., South Bend, Indiana

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 Grantor's development area plan and any design review guidelines associated therewith, as the same may be amended from time to time.

The Grantor conveys the Property to the Grantee pursuant to the terms of that certain Real Estate Purchase Agreement dated August 25, 2016, by and between the Grantor and the Grantee (the "Agreement") and subject to all Permitted Encumbrances established under the Agreement. Capitalized terms not otherwise defined in this deed will have the meanings stated in the Agreement. Pursuant to Section 12 of the Agreement, the Grantor conveys the Property to the Grantee by this deed subject to a certain condition subsequent. In the event the Grantee fails to perform any of its obligations, or satisfactorily prove such performance, under Section 12 of the Agreement, then the Grantor shall have the right to re-enter and take possession of the Property and to terminate and revert 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 investments improvements made by the Grantee after the

delivery of this deed to the Grantee. The recordation of a Certificate of Completion in accordance with Section 12 of the Agreement will forever release and discharge the Grantor's reversionary interest stated in the foregoing sentence.

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.

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

GRANTOR:

CITY OF SOUTH BEND,
DEPARTMENT OF REDEVELOPMENT

Marcia I. Jones, President

ATTEST:

Donald E. Inks, 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 Donald E. Inks, 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 _____, 2016.

My Commission Expires:

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. Benjamin J. Dougherty.

This instrument was prepared by Benjamin J. Dougherty, Assistant City Attorney, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601.

FIRST AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

This First Amendment To Real Estate Purchase Agreement (this “First Amendment”) is made on October 27, 2016 (the “Effective Date”), by and between the South Bend Redevelopment Commission, the governing body of the City of South Bend Department of Redevelopment (“Seller”), and Chris Gerard, doing business as Bare Hands Brewery, a sole proprietorship with its principal place of business at 12804 Sandy Ct., Granger, Indiana 46530 (“Buyer”) (each a “Party,” and collectively the “Parties”).

RECITALS

A. Seller and Buyer entered into that certain Real Estate Purchase Agreement dated August 25, 2016 (the “Purchase Agreement”), for the purchase and sale of the Property (as defined in the Purchase Agreement) located in the City of South Bend.

B. Buyer continues its examination of the Property pursuant to Section 3 of the Purchase Agreement, including zoning and land use matters, and has requested an extension of the Due Diligence Period.

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

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

1. In Section 3.B. of the Purchase Agreement, the term “sixty (60)” is deleted and replaced by the term “ninety (90).”

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

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

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereby execute this First Amendment To Real Estate Purchase Agreement to be effective on the Effective Date stated above.

BUYER:

Chris Gerard, doing business as Bare Hands Brewery, a sole proprietorship

Chris Gerard

Dated:

SELLER:

City of South Bend, Department of Redevelopment,
by and through its governing body, the South Bend
Redevelopment Commission

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

4000.0000065 56770449.001

SECOND AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

This Second Amendment To Real Estate Purchase Agreement (this “Second Amendment”) is made on December 15, 2016 (the “Effective Date”), by and between the South Bend Redevelopment Commission, the governing body of the City of South Bend Department of Redevelopment (“Seller”), and 410 W Wayne Street LLC, an Indiana limited liability company with its registered office at 51260 Coveseide Dr., Granger, Indiana 46530 (“Buyer”), as the successor-in-interest to Chris Gerard, doing business as Bare Hands Brewery, a sole proprietorship with its principal place of business at 12804 Sandy Ct., Granger, Indiana 46530 (“Gerard”).

RECITALS

A. Seller and Gerard entered into that certain Real Estate Purchase Agreement dated August 25, 2016, as amended by the First Amendment To Purchase Agreement dated October 27, 2016 (collectively, the “Purchase Agreement”), for the purchase and sale of the Property (as defined in the Purchase Agreement) located in the City of South Bend.

B. Gerard assigned to Buyer the Purchase Agreement pursuant to the terms of that certain Assignment And Assumption Of Real Estate Purchase Agreement dated October 27, 2016.

C. Buyer continues its examination of the Property pursuant to Section 3 of the Purchase Agreement, including zoning and land use matters, and has requested an extension of the Due Diligence Period.

D. Seller desires to grant the requested extension as stated in this Second Amendment.

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

1. In Section 3.B. of the Purchase Agreement, the term “ninety (90)” is deleted and replaced by the term “one hundred fifty (150).”

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

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

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereby execute this Second Amendment To Real Estate Purchase Agreement to be effective on the Effective Date stated above.

BUYER:

410 W Wayne Street LLC, an Indiana limited liability company

By: _____

Printed:

Its:

Dated:

SELLER:

City of South Bend, Department of Redevelopment,
by and through its governing body, the South Bend
Redevelopment Commission

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

4000.0000065 62739102.001

THIRD AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

This Third Amendment to Real Estate Purchase Agreement (“Third Amendment”) is entered on January 9, 2020 (the “Effective Date”) by the City of South Bend, Indiana, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the “Seller”) and 410 W. Wayne Street, LLC (“Buyer” and collectively with the Seller, the “Parties”). Each of the Parties may be referred to in this Amendment as a “Party.”

Recitals

- A. The Parties entered into a Real Estate Purchase Agreement, dated August 25, 2016, as the same was amended by a First Amendment to Real Estate Purchase Agreement, dated October 27, 2016, and a Second Amendment to Real Estate Purchase Agreement, dated December 15, 2016 (collectively, the “REPA”), in which the Seller agreed to sell and the Buyer agreed to purchase certain real property located at 331 W. Wayne St., South Bend, Indiana (the “Property”).
- B. The sale of the Property closed for the purchase price of One Dollar (\$1.00), and a Special Warranty Deed was recorded on March 2, 2017 in the St. Joseph County Recorder’s Office as Document No. 170897 (the “Deed”).
- C. The Parties desire to modify certain portions of the REPA.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained in this Amendment and the REPA and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Section 11.C. of the REPA shall be deleted in its entirety.
2. Section 12.A. of the REPA shall be deleted in its entirety and replaced with the following:
 - A. Development of Property.
 - i. *Buyer’s Expenditure*. Buyer shall expend no less than Four Hundred Fifty-Five Thousand Eight Hundred Twenty-Eight Dollars (\$455,828.00), or such other reasonable amount that the Parties may agree to in writing, on improvements to the Property, including the interior and exterior improvements of the existing structure on the Property and permanent fixtures affixed thereto, with no more than Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) of such amount to be expended on plans for development of the Property, including but not limited

to architectural and engineering plans ("Buyer's Expenditure"). Buyer's Expenditure shall not include brewing equipment or chattel.

- ii. *Project Plan.* Buyer shall develop the Property, to the extent reasonably practicable, in accordance with the materials attached as Exhibit C (the "Project Plan"), which the Parties acknowledge is subject to standard acceptances as required for the Buyer to obtain a building permit and other licenses and permits for the operation of a brewpub. Further authorizations may be required by other departments within the City of South Bend (the "City") in order for the Buyer to obtain other permits or allowances, such as connection to the City's water and sewer systems and occupancy. Notwithstanding the foregoing, the Seller has accepted the brewhouse and brewpub concept, with a full-service restaurant, as set forth by the Project Plan and shall also review and accept the final site plan and building façade treatments prior to construction.
 - iii. *City Regulations for Central Business District.* In its development of the Property, Buyer shall comply with all applicable federal, state, and local laws, including, but not limited to, the applicable requirements of the City of South Bend Zoning Ordinance, including variances as necessary.
 - iv. *Access to Property.* During its development of the Property, Buyer shall allow the City, as often as is reasonably required, to perform inspections of the Property.
 - v. *Commencement of Development.* Buyer shall use its good faith effort to commence construction at the Property within six months of the date this Amendment is executed by the last signatory hereto (the "Project Commencement Date").
 - vi. *Completion of Development.* Buyer shall complete the improvements to the Property, which are referred to in Section 12.A.i., of the REPA, by the last day of the 18th month from the date this Amendment is executed (the "Project Completion Date").
3. Section 12.B. of the REPA shall be deleted in its entirety and replaced with the following:
- B. Certificate of Completion.
- i. *Issuance.* Within 30 days after Buyer completes Buyer's Expenditure, Buyer can request from the Seller a certificate acknowledging completion of Buyer's Expenditure and releasing the Seller's reversionary interest in the Property, which is described in Section 12.C. of the REPA.

- ii. *Recordation.* The Parties shall promptly record the Certificate of Completion upon issuance. Buyer shall pay the cost of recordation.
4. Section 12.C. of the REPA shall be deleted in its entirety and replaced with the following:
- iii. Reversion. The Parties acknowledge that the sale price of the Property does not reflect the fair market value thereof as of the date of the Property's transfer to the Buyer. In consideration for the reduced purchase price, the Buyer agreed to develop the Property, which agreement was secured by a reversionary clause in the deed. Therefore, if Buyer breaches its obligations stated in Sections 12.A.i., 12.A.v. or 12.A.vi. of the REPA, Buyer shall convey all its rights and interests in the Property to the Seller, free of all liens and encumbrances, subject to the Seller's payment to the Buyer of the actual cost of the Buyer's improvements to the Property documented by sufficient invoices or receipts for such repairs, less the value of any existing liens and encumbrances, including unpaid taxes, outstanding on the Property. In no event shall Seller's payment to the Buyer exceed Buyer's Expenditure. If the Seller does not pay Buyer the documented value of the improvements, Buyer shall not be obligated to convey its rights and interests in the Property to the Seller.
6. A new Section 21 shall be added to the Agreement as follows:

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.

7. A new Section 22 shall be added to the Agreement as follows:

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.

4. Unless expressly modified by this Third Amendment, the terms and provisions of the REPA remain in full force and effect.

5. Capitalized terms used in this Third Amendment will have the meanings set forth in the REPA unless otherwise stated herein.

Signature Page Follows


IN WITNESS WHEREOF, the undersigned have executed this Third Amendment as of the Effective Date.

SOUTH BEND REDEVELOPMENT COMMISSION

By: _____
Marcia I. Jones, President

ATTEST: _____
Quentin Phillips, Secretary

410 W. WAYNE STREET, LLC

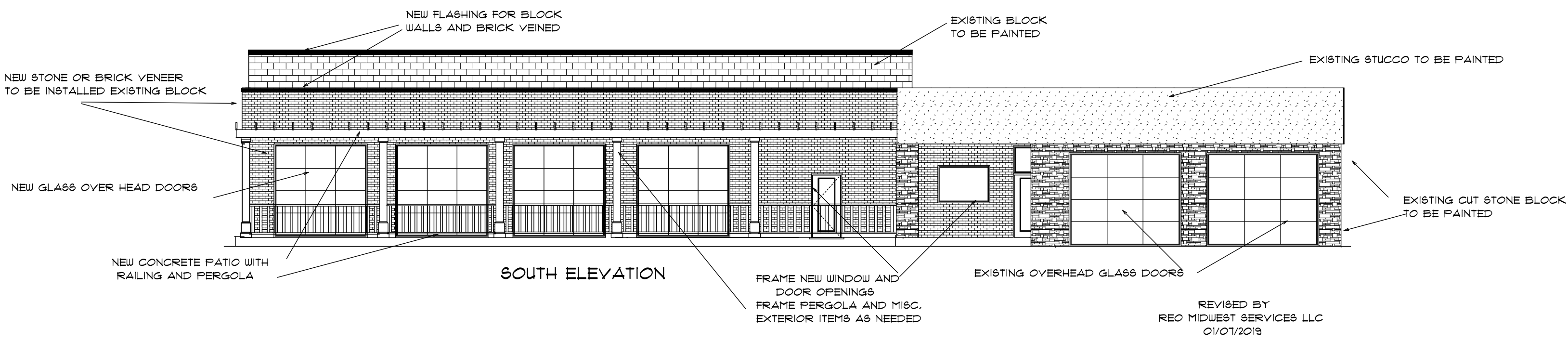
S i g n e d : _____


P r i n t e d : _____
Christopher Gerard

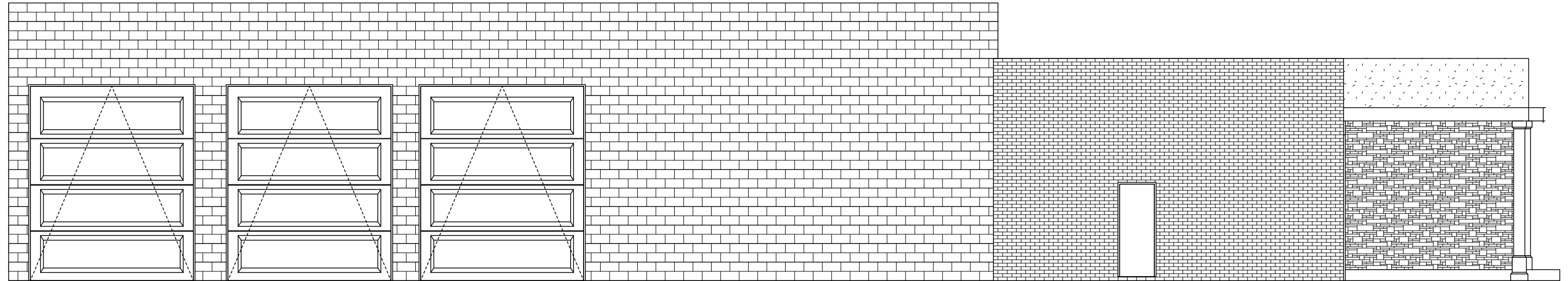
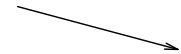
Its: OWNER

Date: 1/8/20

EXHIBIT C
Project Plan
(Attached)



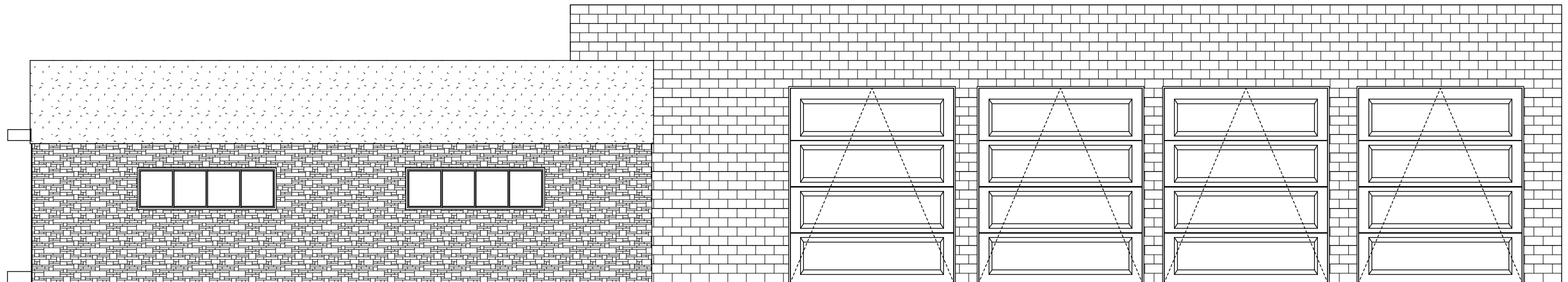
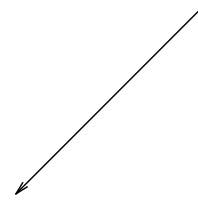
PHASE II
RE PAINT ALL
EXTERIOR BLOCK



WEST ELEVATION

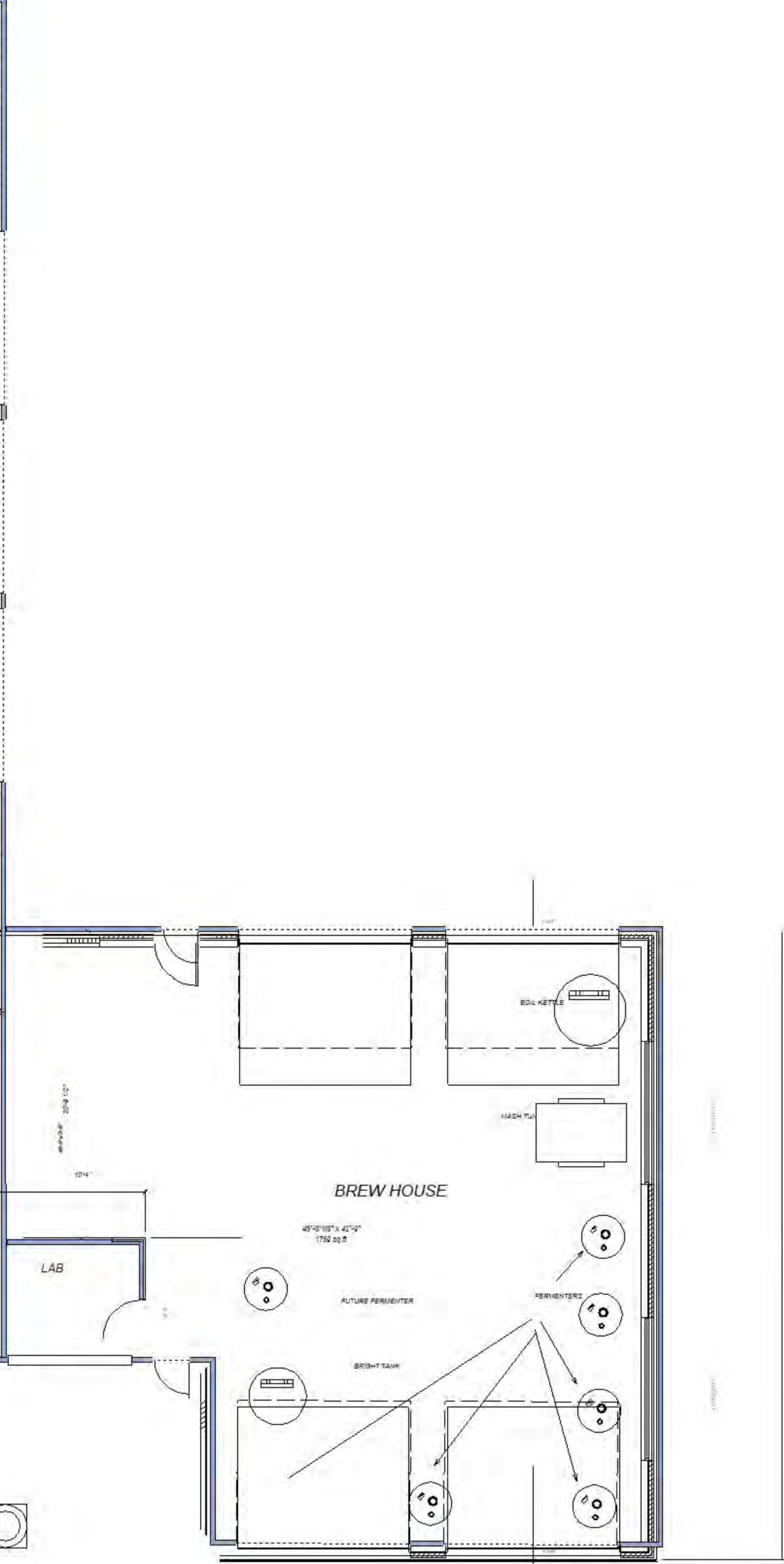
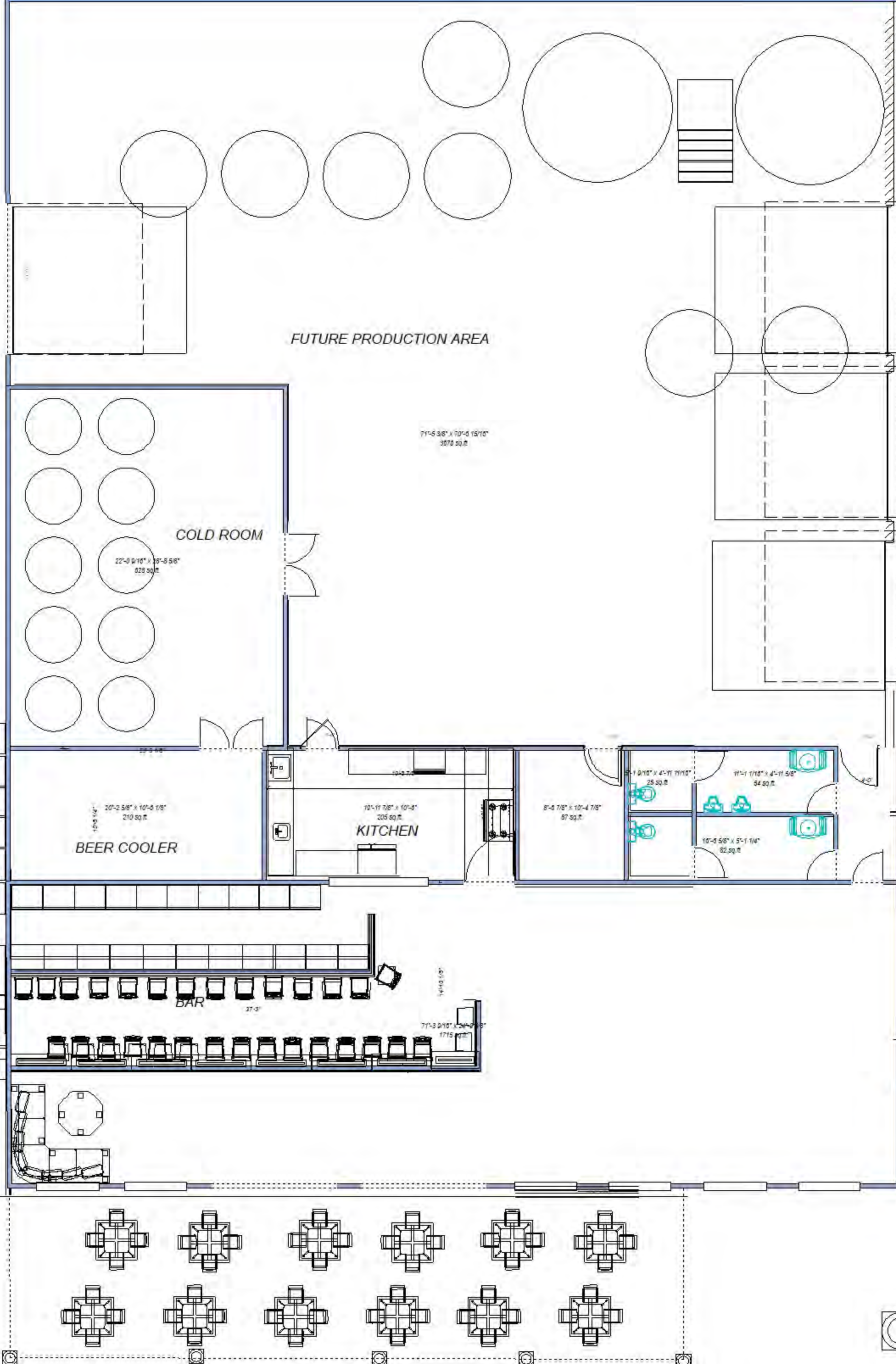
PAINT EXISTING
SURFACE EXTERIOR
PHASE I

RE PAINT BLOCK ON WAREHOUSE
PHASE II



EAST ELEVATION

REVISED BY
REO MIDWEST SERVICES LLC
01/07/2019



FUTURE PRODUCTION AREA

COLD ROOM

BEER COOLER

KITCHEN

BAR

LAB

BREW HOUSE

BOIL KETTLE

WASH TUB

FUTURE FERMENTER

BRIGHT TANK

FERMENTERS

71'-5 3/8" x 10'-5 15/16"
3670 sq.ft.

22'-0 9/16" x 27'-5 5/8"
623 sq.ft.

20'-2 5/8" x 10'-0 1/8"
210 sq.ft.

10'-11 7/8" x 10'-0"
205 sq.ft.

8'-0 7/8" x 10'-4 7/8"
87 sq.ft.

8'-1 9/16" x 4'-11 11/16"
25 sq.ft.

11'-1 1/16" x 4'-11 5/8"
54 sq.ft.

10'-0 5/8" x 5'-1 1/4"
52 sq.ft.

45'-5 1/8" x 42'-0"
1750 sq.ft.

14'-0 1/8"

71'-3 2/16" x 24'-0 3/8"
1715 sq.ft.

10'-4"

14'-0 3/4"

14'-0"

FOURTH AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

This Fourth Amendment to Real Estate Purchase Agreement (“Fourth Amendment”) is made effective as of July 9, 2020 (the “Effective Date”) by the City of South Bend, Indiana, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the “Seller”) and 410 W. Wayne Street, LLC (“Buyer” and collectively with the Seller, the “Parties”). Each of the Parties may be referred to in this Amendment as a “Party.”

Recitals

A. The Parties entered into a Real Estate Purchase Agreement, dated August 25, 2016, as the same was amended by a First Amendment to Real Estate Purchase Agreement, dated October 27, 2016, a Second Amendment to Real Estate Purchase Agreement, dated December 15, 2016, and a Third Amendment to Real Estate Purchase Agreement, dated January 9, 2020 (collectively, the “REPA”), in which the Seller agreed to sell and the Buyer agreed to purchase and develop certain real property located at 331 W. Wayne St., South Bend, Indiana (the “Property”).

B. The Parties desire to modify certain portions of the REPA.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained in this Fourth Amendment and the REPA and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Section 12.A.v. of the REPA entitled “Commencement of Development” shall be deleted in its entirety and replaced with the following:

v. Commencement of Development. Buyer shall use its good faith effort to commence construction at the Property no later than September 9, 2020 (the “Project Commencement Date”).

2. Section 12.A.vi. of the REPA entitled “Completion of Development” shall be deleted in its entirety and replaced with the following:

vi. Completion of Development. Buyer shall complete the improvements to the Property, which are referred to in Section 12.A.i., of the REPA, no later than September 30, 2021 (the “Project Completion Date”).

3. Unless expressly modified by this Fourth Amendment, the terms and provisions of the REPA remain in full force and effect.

4. Capitalized terms used in this Fourth Amendment will have the meanings set forth in the REPA unless otherwise stated herein.

IN WITNESS WHEREOF, the undersigned have executed this Fourth Amendment as of the date set forth after their signatures.

SOUTH BEND REDEVELOPMENT COMMISSION

By: _____
Marcia I. Jones, President

ATTEST: _____
Quentin M. Phillips, Secretary

Date: July 23, 2020

410 W. WAYNE STREET, LLC

Signed: _____


Printed: _____
Chris Gerard

Its: President

Date: 7/21/20

FIFTH AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

This Fifth Amendment to Real Estate Purchase Agreement ("Fifth Amendment") is made effective as of September 9, 2020 (the "Effective Date") by the City of South Bend, Indiana, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the "Seller") and 410 W. Wayne Street, LLC ("Buyer" and collectively with the Seller, the "Parties"). Each of the Parties may be referred to in this Amendment as a "Party."

Recitals

- A. The Parties entered into a Real Estate Purchase Agreement, dated August 25, 2016, as the same was amended by a First Amendment to Real Estate Purchase Agreement, dated October 27, 2016, a Second Amendment to Real Estate Purchase Agreement, dated December 15, 2016, a Third Amendment to Real Estate Purchase Agreement, dated January 9, 2020, and a Fourth Amendment to Real Estate Purchase Agreement, dated effective July 9, 2020 (collectively, the "REPA"), in which the Seller agreed to sell and the Buyer agreed to purchase and develop certain real property located at 331 W. Wayne St., South Bend, Indiana (the "Property").
- B. The Parties desire to modify certain portions of the REPA.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained in this Fifth Amendment and the REPA and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Section 12.A.v. of the REPA entitled "Commencement of Development" shall be deleted in its entirety and replaced with the following:

v. Commencement of Development. Buyer shall use its good faith effort to commence construction at the Property no later than March 31, 2021 (the "Project Commencement Date").

2. Section 12.A.vi. of the REPA entitled "Completion of Development" shall be deleted in its entirety and replaced with the following:

vi. Completion of Development. Buyer shall complete the improvements to the Property, which are referred to in Section 12.A.i., of the REPA, no later than March 31, 2022 (the "Project Completion Date").

3. Unless expressly modified by this Fifth Amendment, the terms and provisions of the REPA remain in full force and effect.

4. Capitalized terms used in this Fifth Amendment will have the meanings set forth in the REPA unless otherwise stated herein.

IN WITNESS WHEREOF, the undersigned have executed this Fifth Amendment as of the date set forth after their signatures.

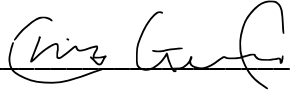
SOUTH BEND REDEVELOPMENT COMMISSION

By: _____
Marcia I. Jones, President

ATTEST: _____
Quentin M. Phillips, Secretary

Date: November 23, 2020

410 W. WAYNE STREET, LLC

Signed: _____


Printed: _____
CHRIS GERARD

Its: President _____

Date: 11/17/20 _____

SIXTH AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

This Sixth Amendment to Real Estate Purchase Agreement (“Sixth Amendment”) is made effective as of March 31, 2022 (the “Effective Date”) by the City of South Bend, Indiana, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the “Seller”) and Bear Brew LLC (“Buyer” and collectively with the Seller, the “Parties”). Each of the Parties may be referred to in this Amendment as a “Party.”

Recitals

A. The Parties entered into a Real Estate Purchase Agreement, dated August 25, 2016, as the same was amended by a First Amendment to Real Estate Purchase Agreement, dated October 27, 2016, a Second Amendment to Real Estate Purchase Agreement, dated December 15, 2016, a Third Amendment to Real Estate Purchase Agreement, dated January 9, 2020, a Fourth Amendment to Real Estate Purchase Agreement, dated effective July 9, 2020, a Fifth Amendment to Real Estate Purchase Agreement, dated effective September 20, 2020 (collectively, the “REPA”), in which the Seller agreed to sell and the Buyer agreed to purchase and develop certain real property located at 331 W. Wayne St., South Bend, Indiana (the “Property”).

B. The Parties again desire to modify certain portions of the REPA.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained in this Sixth Amendment and the REPA and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Section 12.A.v. of the REPA entitled "Commencement of Development" shall be deleted in its entirety and replaced with the following:

v. Commencement of Development. Buyer shall commence construction at the Property no later than September 1, 2022 (the “Project Commencement Date”). Buyer shall also complete a rough-in inspection with the Building Department prior to February 1, 2023 (the “Project Rough-In Inspection Date”). If the Project Commencement Date or Project Rough-In Inspection dates are not met then the Buyer shall immediately execute the Warranty Deed attached as Exhibit D and return the Property to the Seller, without any right to compensation from Seller. Buyer shall remain liable for any property taxes and assessments due and owing on the Property on and prior to the transfer date.

2. Section 12.A.vi. of the REPA entitled "Completion of Development" shall be deleted in its entirety and replaced with the following:

vi. *Completion of Development.* Buyer shall complete the improvements to the Property, which are referred to in Section 12.A.i. of the REPA, as evidenced by the issuance of a Certificate of Occupancy, no later than September 1, 2023 (the "Project Completion Date").

3. Section 12.C. of the REPA entitled "Reversion" shall be revised to delete the phrase "12.A.v." from the 5th line thereof.

4. Unless expressly modified by this Sixth Amendment, the terms and provisions of the REPA remain in full force and effect.

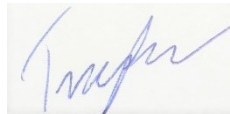
5. Capitalized terms used in this Sixth Amendment will have the meanings set forth in the REPA unless otherwise stated herein.

IN WITNESS WHEREOF, the undersigned have executed this Sixth Amendment as of the date set forth after their signatures.

SOUTH BEND REDEVELOPMENT COMMISSION



By: _____
Marcia I. Jones, President



ATTEST: _____
Tory Warner, Secretary

Date: June 14, 2022

BEAR BREW LLC

: _____


: _____ Christopher Gerard _____

It: _____ Sole Owner _____

Date: _____ 07/02/2022 _____

EXHIBIT D

Warranty Deed

AUDITOR'S RECORD

TRANSFER NO. _____
TAXING UNIT _____
DATE _____
KEY NO. 018-3012-044003

WARRANTY DEED

THIS INDENTURE WITNESSETH, that **Bear Brew LLC**, an Indiana limited liability company, with an address of 12804 Sandy Ct., Granger, Indiana 46530 (the "Grantor") CONVEYS AND WARRANTS to 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 "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 real estate located in St. Joseph County, Indiana and more particularly described as

Lot A as shown on the plat of Vail's Subdivision (First Replat), recorded on October 4, 2013, as Document No. 1330638 in the Office of the Recorder of St. Joseph County, Indiana.

Parcel Key No. 018-3012-044003
Commonly Known as 331 W. Wayne St., South Bend, IN

(the "Property").

The Grantor hereby conveys the Property to the Grantee free and clear of all leases or licenses; subject to real property taxes and assessments accruing after the date of conveyance; 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.

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

Signature Page Follows

GRANTOR:

BEAR BREW LLC

By: _____
Chris Gerard, Member

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

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Chris Gerard, known to me to be a Member of Bear Brew LLC and acknowledged the execution of the foregoing Warranty Deed being authorized so to do.

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

_____, Notary Public
Resident of _____, Indiana
Commission expires: _____

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. _____

This instrument was prepared by Sandra L. Kennedy, Corporation Counsel, County-City Building, 227 W Jefferson Blvd., Ste. 1200S, South Bend, IN 46601.

**SEVENTH AMENDMENT TO REAL ESTATE PURCHASE
AGREEMENT**

This Seventh Amendment to Real Estate Purchase Agreement (“Seventh Amendment”) is made effective as of February 1, 2023 (the “Effective Date”) by the City of South Bend, Indiana, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the “Seller”) and Bear Brew LLC (“Buyer” and collectively with the Seller, the “Parties”). Each of the Parties may be referred to in this Amendment as a “Party.”

Recitals

- A. The Parties entered into a Real Estate Purchase Agreement, dated August 25, 2016, as the same was amended by a First Amendment to Real Estate Purchase Agreement, dated October 27, 2016, a Second Amendment to Real Estate Purchase Agreement, dated December 15, 2016, a Third Amendment to Real Estate Purchase Agreement, dated January 9, 2020, a Fourth Amendment to Real Estate Purchase Agreement, dated effective July 9, 2020, a Fifth Amendment to Real Estate Purchase Agreement, dated effective September 20, 2020, a Sixth Amendment to Real Estate Purchase Agreement. Dated effective March 31, 2022, (collectively the “REPA”), in which the Seller agreed to sell and the Buyer agreed to purchase and develop certain real property located at 331 W. Wayne St., South Bend, Indiana (the “Property”).
- B. The Parties again desire to modify certain portions of the REPA.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained in this Seventh Amendment and the REPA and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. The following sentence of Section 12.A.v. of the REPA entitled "Commencement of Development":

Buyer shall also complete a rough-in inspection with the Building Department prior to February 1, 2023 (the “Project Rough-In Inspection Date”).

Shall be deleted in its entirety and replaced with the following:

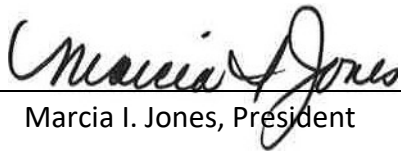
Buyer shall also complete a rough-in inspection with the Building Department prior to March 1, 2023 (the “Project Rough-In Inspection Date”).

2. Unless expressly modified by this Seventh Amendment, the terms and provisions of the REPA remain in full force and effect.

3. Capitalized terms used in this Seventh Amendment will have the meanings set forth in the REPA unless otherwise stated herein.

IN WITNESS WHEREOF, the undersigned have executed this Seventh Amendment as of the date set forth after their signatures.

SOUTH BEND REDEVELOPMENT COMMISSION

By: 
Marcia I. Jones, President

ATTEST: 
Vivian Sallie, Secretary

Date: February __ , 2023

BEAR BREW LLC



Christopher Gerard

Sole Owner

Date: 02/08/2023