



South Bend

Redevelopment Commission

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

Agenda

Regular Meeting, October 12, 2023 – 9:30 a.m.

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

1. **Roll Call**
2. **Approval of Minutes**
 - A. Minutes of the Regular Meeting of Thursday, September 28, 2023
3. **Approval of Claims**
 - A. Claims Allowance 10.3.23
4. **Old Business**
 - A. None
5. **New Business**
 - A. River West Development Area
 1. Second Amendment (Nexus Center)
 2. Cultivate Property Transfer
6. **Progress Reports**
 - A. Tax Abatement
 - B. Common Council
 - C. Other
7. **Next Commission Meeting:**

Thursday, October 26, 2023, 9:30 am



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

**SOUTH BEND REDEVELOPMENT COMMISSION
 SCHEDULED REGULAR MEETING**

September 28, 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 - V Vivian Sallie, Secretary – IP Eli Wax, Commissioner - IP David Relos, Commissioner – IP Leslie Wesley, Commissioner - V	IP = In Person V = Virtual
Members Absent:		
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 Rosa Tomas Amy Paul Michael Divita Willow Wetherall Zach Hurst Leslie Biek Matt Barrett Alison H. Rachel Brandenberger Margaret Schwartz Ed Semmler	DCI DCI DCI DCI DCI DCI DTSB Engineering Engineering Resident Resident Lafayette Opco Lafayette Opco SouthBend Tribune Staff WNDU ABC57

2. Approval of Minutes

- **Approval of Minutes of the Regular Meeting of Thursday, September 14, 2023**

Upon a motion by Commissioner Relos, seconded by Commissioner Wax, the motion carried unanimously, the Commission approved the minutes as edited of the regular meeting of Thursday, September 14, 2023.

3. Approval of Claims

A. Claims Allowance 9.19.23

Commissioner Wax asked for a status update on the Nexxus Center.

Zach Hurst noted that we are getting close to finishing the roof with work being performed by Slaite Tile. Handicap access in the rear of the building and is close to being completed. Engineering is working with the owners on other projects such as striping the parking lot and rear vestibule entrance. We are approximately 90% complete with the city portion of the project. A report was handed into the city with the spending thus far. The city's commitment is \$525k.

Upon a motion by Commissioner Wax, and seconded by Secretary Sallie, the motion carried unanimously, the Commission approved the claims allowance of September 19, 2023.

4. Old Business

5. New Business

A. River West Development Area

1. Purchase Agreement (Lafayette Building)

The Commission made a motion to hear items A1, A2 and A3 together. This motion was made by Commissioner Wax and seconded by Vice-President Warner, the motion carried unanimously.

Joseph Molnar Presented a Purchase Agreement (Lafayette Building). The three agreements are all for the Lafayette Building. Mr. Molnar gave the history of the building built in 1901-1903, which was one of the first modern office buildings in South Bend. This building is designated as a historic landmark. This building held the law firms of J. Chester and Elizabeth Allen, two of the city's most important civil rights figures. There is a plaque on the outside of the building indicating their history in civil rights and J. Chester was a state representative in this area. The building has one of the most architecturally significant interior spaces in South Bend. Unfortunately, the building was not maintained for years and has fallen into severe disrepair due to the problematic owner. The taxes have not been paid since 2003. The roof needed significant repair. Pictures were shown of the interior which included moss growing in the interior due to moisture

damage.

In 2018 the city purchased the building in efforts to stabilize the structure. This effort includes a full roof replacement, skylight replacement with exterior masonry repairs. The building is now stable and ready for the next phase of restoration. On September 12, 2022, the city issued an adaptive reuse RFP. Over 250 walked through the structure during the open house. We received numerous enquiries but there were no official bids. The developers that looked at the property stated that the building had very limited parking. They thought the atrium was beautiful, but it significantly reduced the rentable space. The building required a complete interior overhaul as well as exterior repairs including windows. There is no current ADA access to the building and the elevator is not in an ideal location.

Today we are presenting to the Redevelopment Commission a Purchase Agreement with Lafayette Opco. Rachel Brandenberger, Manager, of Lafayette Opco has been looking at the building for eighteen months. The sale price for the building is \$10k with a minimum investment of \$8M. Lafayette Opco will begin construction within twelve months of closing and complete construction within sixty months of closing. Redevelopment must include ground floor retail and a minimum of thirty apartments and ground floor retail space. There are deed restrictions that protect the current atrium and skylight. Exterior changes to the building must receive Historic Preservation Commission approval. If the buyer fails to comply, the Redevelopment Commission has the right to retake possession.

Upon a motion by Commissioner Wax, seconded by Secretary Sallie, the motion carried unanimously, the Commission approved Purchase Agreement (Lafayette Building) submitted on Thursday, September 28, 2023.

2. Development Agreement (Lafayette Building)

Erik Glavich Presented a Development Agreement (Lafayette Building). The agreement is a request for Redevelopment Commission funding for \$750k. Lafayette Opco will provide \$8M in private investment. Completion of the building is sixty months after closing. This agreement preserves both the atrium and skylight. The LPI's (local public improvements) include an ADA compliant entrance, re-surfacing and parking lot repair and masonry tuck pointing plus windows. TIF funding is approximately 8 ½% of the total for this project. Tax revenues before this project are about \$55k per year. After project completion, the tax revenues are estimated at over \$8.6M. A tax abatement will be brought before Council in the future.

Rachel Brandenberger stated that she was born and raised in South Bend and went to Notre Dame. She is building a design studio. She explored the building eighteen years ago and fell in love.

Margaret Schwartz stated that she went to Notre Dame, but she did not know Rachel. She was a Civil Engineer and worked in construction for years then went to Business School in Texas. Her focus lately is on renovating properties and

South Bend Redevelopment Commission Regular Meeting – September 28, 2023

pursues aesthetically gorgeous properties. The goal is to provide multi family properties and to honor the space. They have both fallen in love with the building. They have a large team behind them including Majority Builders, general contractors, and strategic advisors on the project.

Secretary Sallie asked what the vision for the building is. She explained that this is a historic building as Mr. Molnar stated and Elizabeth Allen was very involved in the building while she was an attorney. Ms. Allen is being recognized this year for her work in the community by the Community Hall of Fame with a special dinner on October 10th. Ms. Sallie would like to see recognition for Ms. Allen within the building upon renovation completion.

Commissioner Relos asked how they plan to fit thirty apartments into the space.

Ms. Brandenberger noted that the apartments will be on the upper floors in which they are planning on a mix of efficiency and dual partner small scale spaces. One of the main goals was to make sure that they have units that are accessible and represent some of the housing opportunities needed in this market.

Commissioner Relos asked where they will relocate the elevator.

Ms. Brandenberger noted they are working with a general contractor in the best possible location.

Commissioner Wax asked what the vision for the commercial space would be.

Mr. Brandenberger stated that they have hopes and dreams for retail and would love to see smaller local businesses located there that would activate the space. A coffee shop and a potential micro grocer or potential pop-ups to grow South Bend business.

Commissioner Wax asked how much has spent so far,

Mr. Molnar stated \$750k has been put into the building to stabilize the structure in 2018-2019. When we put out the RFP the city cast a wide net for potential buyers, and we had a lot of interest from larger metro areas that went through the building tour.

Commissioner Wax stated that staff did a great job on the RFP. He noted that the purchase agreement states that the historic status only applied to the exterior so there can't be a reduction to the atrium size or skylight which is an important part. He asked if there were any specifics as to certificates of occupancy.

Ms. Campbell Weiss stated not in this agreement as we had already been working on this for several months.

Vice-President Warner states that this project is very exciting and commended staff on the RFP. We were facing a large amount to demo the building in the future had a project not come forward. This building was the hub of the legal

South Bend Redevelopment Commission Regular Meeting – September 28, 2023

community in 1940, 1950 and 1960. There were a lot of legislators and city council folks that had offices there and he thinks it is worth saving and a worthwhile investment.

Mr. Barrett, resident, asked if there were commitments in terms of affordable housing,

Ms. Brandenberger noted that they are still gauging what rentals will be. They are targeting 25% to 30% of median income in South Bend.

Willow Wetherall, DTSB echoed the city's comments on the property and the excitement that it brings to the area.

Upon a motion by Commissioner Sallie, seconded by Vice-President Warner, the motion carried unanimously, the Commission approved Development Agreement (Lafayette Building) submitted on Thursday, September 28, 2023.

3. Temporary Use Agreement (Lafayette Building)

Joseph Molnar Presented a Temporary Use Agreement (Lafayette Building). This is a temporary access agreement that allows city staff to continue to park in the adjoining lot until construction begins. The agreement may be terminated with thirty-day notice and will expire December 31, 2024. This is at no cost to the city.

Upon a motion by Commissioner Wax, seconded by Secretary Sallie, the motion carried unanimously, the Commission approved Temporary Use Agreement (Lafayette Building) submitted on Thursday, September 28, 2023.

4. Resolution No. 3580 (Adopting Riverfront District Criteria)

Erik Glavich Presented Resolution No. 3580 (Adopting Riverfront District Criteria). Mr. Glavich noted that there were two changes to the agreement which he passed and will explain to the Commission. In 2012 the South Bend Common Council created a Riverfront Development Project allowing the Indiana Alcohol and Tobacco Commission (ATC) to issue non-transferrable alcohol permits in designated economically distressed areas within 1,500 feet of the St. Joseph River. In 2013 and 2017 the Council expanded the areas to include the expanded TIF districts. On September 11, 2023, we expanded the Riverfront District boundaries to 3,000 feet from the St. Joseph River. Two different ordinances were done for Council one for the River West TIF and one for the River East TIF.

Since 2012 there have been thirty-two Riverfront licenses issued. We currently have approximately five in process. Maps of the expansion areas were presented; this includes the businesses in South Bend along Mishawaka Avenue and Eddy Street. By expanding the west district, it includes main, Michigan and Lafayette areas. This also includes along Lincoln Way West east of Walnut along Euclid and west and north of Portage-Elwood intersections. Licenses are usually \$60k but within the mapped areas they are \$1k. They also pay \$1k to DTSB for administrative fees.

We have clarified and outlined the application process in which applicants must comply with. We have clarified the process and factors the Riverfront License review Committee considers. We have strengthened the reporting requirements and established timelines for resolving noncompliance.

In this Resolution, we define the district requirements and are primarily focused on the dining experience. Each restaurant must be able to accommodate 25+ people and offer a minimum of hot sandwiches, soups, coffee, milk, and soft drinks. Consumers must be able to consume food in a seated area. Initial applicants must provide revenue projections showing at least 51% of total sales coming from food and non-alcoholic beverages. The use of acrylic cups was approved by committee. We make sure that the applicants do not have delinquent property taxes or related fines or penalties. They will not have violations of state or local laws and have no unpaid fines. Our focus is to be sure they are complying with state and local laws. It is important that these are in writing. We have put into place non-compliance obligations.

Mr. Glavich passed out the changed copies at the bottom of the first page Exhibit A and the top of page 5 added in was a paragraph that existing permit holders will comply with the new regulations. Mr. Glavich thanked Willow Wetherall and DTSB for their cooperation and help with this agreement. The businesses must be zoned correctly.

Commissioner Wax asked about the 50% rule partially in and partially out.

Mr. Molnar stated that when writing the agreement this was addressed and we agreed upon the 50% rule.

Commissioner Wax stated at council, members want to be sure that robust guidelines are in place. The ultimate goal is to help restaurants provide a net positive to the city. He asked if the license itself came from the state and what happens if we terminate the agreement.

Mr. Glavich stated that yes, the state issues the license. If the Committee decides the applicant is not complying the city would issue non-renewal and ask that the local ATC also issue a non-renewal.

Mr. Bauer stated that the Committee is an advisory committee with the ultimate recommendation to the mayor who has ultimate decision. The ATC we hope would follow the recommendation of the mayor.

Vice-President Warner stated that he is on the Committee for the Riverfront licenses. We follow a similar guideline as Muncie. He thanks everyone for the work on this.

Matt Barrett asked if there are current reporting requirements and a requirement on the food portion.

South Bend Redevelopment Commission Regular Meeting – September 28, 2023

Mr. Bauer noted that no there is not a current reporting requirement. We think that if liquor sales are 52% of their annual revenue, we wouldn't want to deny renewal. We do want them to report revenues annually so we can see their sales for the different categories, and we can see that they are not just operating a bar. For music venues, they are still allowed and would provide that cultural value.

Mr. Barrett asked if there were more than one committee and is there a place for public comment at these meetings.

Mr. Bauer noted that there is one committee and posted per open door law. The public can make comments.

Upon a motion by Commissioner Wax, seconded by Commissioner Relos, the motion carried unanimously, the Commission approved Resolution No. 3580 (Adopting Riverfront District Criteria) with the update guidelines on Thursday, September 28, 2023.

B. River East Development Area

1. Budget Request (East Race Walkway)

Zach Hurst Presented Budget Request (East Race Walkway). This budget request is for \$100k to cover sidewalk repairs where the East race walkway crosses underneath Colfax Avenue. There have been settlements over the years and the area does not drain properly; it also floods therefore creating an inconvenience and safety issue for pedestrians and bicyclists.

The funding allows replacement of the sidewalk's panels, lower the inlet to drain and fix the problems. We have an opportunity to fix it Fall 2023. VPA does not have funding available.

Upon a motion by Commissioner Relos, seconded by Vice-President Warner, the motion carried unanimously, the Commission approved Budget Request (East Race Walkway) submitted on Thursday, September 28, 2023.

2. Budget Request (LaSalle Streetscape)

Leslie Bieck Presented Budget Request (LaSalle Streetscape). Phase I of this project has been completed. There are a lot of utilities underground. This request is for change orders for additional funding to complete the project.

Upon a motion by Commissioner Relos, seconded by Vice-President Warner, the motion carried unanimously, the Commission approved Budget Request (LaSalle Streetscape) submitted on Thursday, September 28, 2023.

6. Progress Reports

- Tax Abatement
 1. Erik Glavich stated that at the Common Council meeting the Council approved the following:
 - Common Council approved a five-year personal property tax abatement for Imagineering Enterprises. The petitioner plans to purchase and install a new electroless nickel line costing \$2,631,500. The investment will increase revenues by 25 to 30 percent and enable Imagineering to hire 10 new full-time employees.
 - Common Council approved a confirming resolution for a personal property tax abatement for 542 N Scott Street and 530 Cottage Grove Avenue for Property Bros. LLC.
 - Common Council approved a vacant building tax abatement for Property Bros. LLC.
- Common Council
- Other
 - Mr. Molnar stated that Valerie Lowe, local artist that takes façade elements from buildings has presented the RDC with a terracotta plaque of the Old Fat Daddy's element. This will be put into the new city offices for the RDC.

7. Next Commission Meeting:

Thursday, October 26, 2023

8. Adjournment

Thursday, September 28, 2023, 10:35 a.m.

Vivian Sallie, Secretary

Marcia Jones, President



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

To: South Bend Redevelopment Commission
From: Kyle Willis, City Controller
Date: Tuesday, October 3, 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-0064191	\$1,838,998.73
GBLN-0064531	\$1,138,049.01

Total:	<u>\$2,977,047.74</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

\$ 2,977,047.74

Expenditure approval

RDC Payments-9/26/23 Pymt Run

GBLN-0064191

Payment method: CHK-Total
Voucher: RDCP-00020215
Payment date: 9/26/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000618	FORUM ARCHITECTS LLC	2212809	MarMain Roof PSA	9/30/2023	\$797.50	324-10-102-121-443001-- PROJ00000372	PO-0020013

Payment method: CHK-Total
Voucher: RDCP-00020216
Payment date: 9/26/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000982	LAWSON- FISHER ASSOCIATES	202206002230853	Coal Line Trail - Construction Inspection Services	9/30/2023	\$40,982.08	324-10-102-121-444000-- PROJ00000018	PO-0014118

Payment method: CHK-Total
Voucher: RDCP-00020217
Payment date: 9/26/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001368	R YODER CONSTRUCTIO N INC	APP #2	Nexus Center Site and Bldg	10/1/2023	\$45,410.00	430-10-102-121-443001-- PROJ00000292	PO-0022093

Payment method: CHK-Total
Voucher: RDCP-00020218
Payment date: 9/26/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
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V-00001513	SLATILE ROOFING & SHEET METAL	APP #2	Nexus Center Roof	10/5/2023	\$64,723.12	430-10-102-121-443001-- PROJ00000292	PO-0021162
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Payment method: CHK-Total
Voucher: RDCP-00020219
Payment date: 9/26/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001789	Milestone Contractors North, Inc	APP #3	Construction- SSTIF	9/30/2023	\$1,271,934.09	430-10-102-121-442001-- PROJ00000324	PO-0018944

Payment method: CHK-Total
Voucher: RDCP-00020220
Payment date: 9/26/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001875	ZIOLKOWSKI CONSTRUCTIO N	37258	Public Works Construction	9/30/2023	\$286,652.08	429-10-102-121-444000-- PROJ00000079	PO-0006342
V-00001875	ZIOLKOWSKI CONSTRUCTIO N	37258	Change Order #3	9/30/2023	\$88,335.25	429-10-102-121-443001-- PROJ00000087	PO-0006342

Payment method: ACH-Total
Voucher: RDCP-00020221
Payment date: 9/26/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001933	LYNN WETZEL	97	Commuter's Trust Prof Svs	9/28/2023	\$3,384.61	433-10-102-123-439300-- PROJ00000383	PO-0021586

Payment method: CHK-Total
Voucher: RDCP-00020222
Payment date: 9/26/2023



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: October 10, 2023
FROM: Zach Hurst, PE
SUBJECT: Second Amendment to DA – Nexus Center

_____ Pres/V-Pres

ATTEST: _____ Secretary

Date: _____

APPROVED Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

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

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

Purpose of Request:

This second amendment to the Development Agreement with The Nexus Center LLC would allow the City's contractor, R Yoder Construction, to perform additional work under the City's existing contract, funded by the original Development Agreement dated August 12, 2021.

The Nexus Center LLC will reimburse the Commission Thirty-Six Thousand Seven Hundred Five Dollars and Three Cents (\$36,705.03) to accomplish additional improvements to the new handicap-accessible rear vestibule, parking lot striping, and removal of large concrete debris on the property. The City's construction specifications are set up to ensure that quality construction is performed for the owner, and that the contractor is also paid fairly. Both sides have a high level of comfort when operating under the City's contract.

This amendment does not incur any added cost to the City. This allows the development partner to make full use of every last dollar the Commission has allocated, which is of the utmost importance to these smaller developers.

INTERNAL USE ONLY: Project ID: PROJ 292 _____;

Total Amount – New Project Budget Appropriation \$ _____;

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

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

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

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

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this “Second Amendment”) is made on October 12, 2023, by and between the South Bend Redevelopment Commission, the governing body of the City of South Bend Department of Redevelopment (the “Commission”), and The Nexus Center, LLC, an Indiana limited liability company, with its registered address at 21710 Ravenna Drive, South Bend, Indiana 46628 (the “Developer”) (each a “Party,” and collectively the “Parties”).

RECITALS

A. The Commission and the Developer entered into a Development Agreement dated August 1, 2021, as amended by a First Amendment to Development Agreement dated September 8, 2022 (collectively, the “Development Agreement”), pertaining to certain local public improvements (“LPI”) to a cultural, community, and commercial center, with a focus on family health and wellness, economic development, financial literacy, education, and crime prevention in the South Side Development Area (the “Project”).

B. As set forth in the Development Agreement, the Commission agreed to expend no more than Five Hundred Twenty-Five Thousand Dollars (\$525,000.00) of tax increment finance revenues to complete the LPI in support of Developer’s Project (the “Funding Amount”).

C. As further set forth in the Development Agreement, the Parties agreed that in the event the costs associated with the LPI were 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 LPI by the Commission, or an agent of the Commission, which amounts shall be applied for such purpose.

D. The LPI for the Project not yet completed includes additional improvements to the airlock vestibule at the new handicap accessible rear entrance to the property, parking lot striping, and removal of existing large concrete debris on the property (the “Remaining LPI”).

E. The costs associated with the Remaining LPI exceed the Funding Amount by Thirty-Six Thousand Seven Hundred Five Dollars and Three Cents (\$36,705.03) (the “Overage Amount”).

F. The Developer desires to pay the Commission the Overage Amount in order that the Commission will timely complete the remaining LPI, and the Commission accordingly desires to increase the Funding Amount by the Overage Amount (the “Funding Amount Increase”).

G. In consideration of the Commission’s willingness to approve the Funding Amount Increase, and thereby permit the Remaining LPI to be implemented, the Developer agrees to pay the Funding Amount Increase in the manner set forth in this Second Amendment.

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

1. Section 1.3, Funding Amount, shall be modified to delete the phrase “Five Hundred Twenty Five Thousand Dollars (\$525,000.00)” and shall be replaced by the phrase “Five Hundred Sixty-One Thousand Seven Hundred Five Dollars and Three Cents (\$561,705.03).”

2. The Developer hereby expressly reaffirms its obligation under Section 5.2(d) of the Development Agreement to pay all costs of completing the LPI in excess of the Funding Amount, as such amount is hereby amended. The Developer hereby acknowledges that the Developer or the Developer’s designee may inspect the LPI upon completion and hereby expressly reaffirms its obligation under Section 5.2(d) of the Development Agreement to pay all costs of inspecting the LPI.

3. Notwithstanding any provision to the contrary, the Commission’s obligations to complete the LPI will be satisfied in full upon the completion of the work related to the Remaining LPI.

4. As an inducement for the Commission’s increase of the Funding Amount under this First Amendment and as a further assurance to the Commission pursuant to Section 9.13 of the Development Agreement, prior to the Commission’s expenditure of additional funds as contemplated herein, the Developer shall submit funds to the Commission through staff of the Department of Community Investment in the amount of Thirty-Six Thousand Seven Hundred Five Dollars and Three Cents (\$36,705.03), which funds will be applied at an appropriate time to the Remaining LPI contract(s) in accordance with the Board of Public Works’ ordinary payment practices and applicable laws.

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

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

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

8. This Second Amendment will be governed and construed in accordance with the laws of the State of Indiana.

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

Signature Page Follows

IN WITNESS WHEREOF, the Parties hereby execute this Second Amendment to Development Agreement as of the first date stated above.

SOUTH BEND REDEVELOPMENT
COMMISSION

By: _____
Marcia I. Jones, President

ATTEST:

By: _____
Vivian Sallie, Secretary

THE NEXUS CENTER, LLC

By: _____
David R. Buggs, Sr., Manager

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

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00010644	Indiana Dinosaur Museum Inc	8312023	SBCC Grant Indiana Dinosaur Museum	9/30/2023	\$36,780.00	324-10-102-121-441000-- PROJ00000403	PO-0022186

Expenditure approvalRDC Payments-10/3/23 Pymt Run
GBLN-0064531**Payment method:** CHK-Total
Voucher: RDCP-00020225
Payment date: 10/3/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000472	DLZ INDIANA LLC	705563	Design	5/28/2023	\$63,325.00	429-10-102-121-431002-- PROJ00000371	PO-0019975
V-00000472	DLZ INDIANA LLC	705699	Design	6/29/2023	\$57,850.00	429-10-102-121-431002-- PROJ00000371	PO-0019975

Payment method: CHK-Total
Voucher: RDCP-00020226
Payment date: 10/3/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000698	GREEN DEMOLITION CONTRACTORS INC	APP #2	Monroe Circle Demo	10/12/2023	\$207,385.00	324-10-102-121-444000-- PROJ00000440	PO-0024348

Payment method: CHK-Total
Voucher: RDCP-00020227
Payment date: 10/3/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000775	HRP CONSTRUCTIO N INC	APP #1	Park Construction	10/11/2023	\$434,809.64	324-10-102-121-444000-- PROJ00000241	PO-0024048

Payment method: CHK-Total
Voucher: RDCP-00020228
Payment date: 10/3/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001789	Milestone Contractors North, Inc	APP #1	122-045 Main Street Improvements between Dean and Sherwood	9/29/2023	\$374,679.37	430-10-102-121-442001-- PROJ00000216	PO-0021323



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 10/10/23
FROM: Joseph Molnar
SUBJECT: First Amendment REPA Cultivate

_____ Pres/V-Pres

ATTEST: _____ Secretary

Date: _____

APPROVED Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

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

PURPOSE OF REQUEST: First Amendment to Real Estate Purchase Agreement Cultivate

Specifics: On July 28, 2022, the RDC and Cultivate Culinary School and Catering entered into a Real Estate Purchase Agreement (the "Agreement") for property located at 1503-1505 Prairie in order to build a new cold storage facility. Cultivate has begun construction and is on track to meet all terms of the Agreement.

As part of the federal New Markets Tax Credit financing being used for the construction of the cold storage facility on the Property as contemplated in Section 11 of the Purchase Agreement, Cultivate has formed CFR Community Cold Storage I, INC (the "Supporting Organization) under the Indiana Nonprofit Corporation Act of 1991 and applied for recognition as an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

This First Amendment to the Agreement adds the Supporting Organization as a Party to the Agreement and makes both organizations jointly liable for all original obligations of the Agreement. No changes to the timeline, investment amount, or end goal of the Agreement are proposed to change. Staff recommends approval.

INTERNAL USE ONLY: Project Code: _____;

Total Amount new/change (inc/dec) in budget: _____; Break down:
Costs: Engineering Amt: _____; Other Prof Serv Amt _____;
Acquisition of Land/Bldg (circle one) Amt: _____; Street Const Amt _____;
Building Imp Amt _____; Sewers Amt _____; Other (specify) Amt: _____
_____ Going to BPW for Contracting? Y/N
Is this item ready to encumber now? ____ Existing PO# _____ Inc/Dec \$ _____

FIRST AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

This First Amendment to Real Estate Purchase Agreement (this “First Amendment”) is made on October 12, 2023 (the “Effective 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 (“Commission”), Cultivate Culinary School and Catering, Inc., an Indiana nonprofit corporation with its registered office at 1403 Prairie Ave., South Bend IN 46613 (“Cultivate”) and CFR Community Cold Storage I, Inc., an Indiana nonprofit corporation with its registered office at 1403 Prairie Ave., South Bend IN 46613 (the “Supporting Organization”) (each a “Party” and together the “Parties”).

RECITALS

WHEREAS, Cultivate and Commission entered into a Real Estate Purchase Agreement (the “Purchase Agreement”) on July 28, 2022; and

WHEREAS, as part of the federal New Markets Tax Credit financing being used for the construction of the cold storage facility on the Property as contemplated in Section 11 of the Purchase Agreement, Cultivate has formed Supporting Organization under the Indiana Nonprofit Corporation Act of 1991 and applied for recognition as an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, Cultivate and Supporting Organization desire to share certain rights and obligations under the Purchase Agreement, and the Commission desires to consent to the same; and

WHEREAS, the Parties now desire to add Supporting Organization as a Party to the Purchase Agreement pursuant to the terms and conditions set forth in this First Amendment.

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, the Parties hereby agree as follows:

1. Addition of Supporting Organization as a Party. The Parties hereby agree that Supporting Organization is added as a Party to the Purchase Agreement upon the Effective Date of this First Amendment. The Parties agree that for purposes of the Purchase Agreement, Cultivate and Supporting Organization shall be jointly and severally liable for all obligations of Buyer and shall be jointly and severally entitled to all the rights and interests of Buyer, as those obligations, rights, and interests are set forth in the Purchase Agreement.
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.
4. This First Amendment may be executed in separate counterparts, each of which when so executed

shall be an original, but all of which together shall constitute one and the same instrument. Any electronically transmitted version of a manually executed original shall be deemed a manually executed original.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to Real Estate Purchase Agreement to be executed as of October 12, 2023.

CULTIVATE CULINARY SCHOOL
AND CATERING, INC.

By: _____

Printed: Jim Conklin

Its: Executive Director

Dated: _____

CFR COMMUNITY COLD STORAGE I, INC.

By: _____

Printed: Grant Hellwarth

Its: President

Dated: _____

SOUTH BEND REDEVELOPMENT COMMISSION

Marcia I. Jones, President

ATTEST:

Vivian Sallie, Secretary

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (this "Agreement") is made on July 28, 2022 (the "Contract Date"), by and between the City of South Bend, Indiana, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission ("Seller") and Cultivate Culinary School and Catering, Inc. an Indiana nonprofit corporation with its registered office at 1403 Prairie Ave., South Bend IN 46613 ("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. 3195 on January 16, 2014, whereby Seller established an offering price of Sixty-Three Thousand Five Hundred Dollars (\$63,500.00) for the Property.

D. Pursuant to the Act, on January 16, 2014, Seller authorized the publication, on January 24, 2014, and January 31, 2014, respectively, of a notice of its intent to sell the Property and its desire to receive bids for said Property on or before February 13, 2014, at 9:00A.M.

E. As of February 13, 2014, at 9:00A.M., 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. RECITALS

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

2. OFFER AND ACCEPTANCE

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

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

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

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

TO BUYER: Cultivate Culinary School and Catering, Inc.
Attn. Jim Conklin Executive Director
1403 Prairie Ave.
South Bend, Indiana 46619

WITH COPY TO: _____

3. PURCHASE PRICE AND EARNEST MONEY DEPOSIT

A. Purchase Price. The purchase price for the Property shall be One Thousand Dollars (\$1,000.00) (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").

B. Earnest Money Deposit. Within five (5) business days after the Contract Date, Buyer will deliver to Seller the sum of One Hundred Dollars (\$100.00), which Seller will hold as an earnest money deposit (the "Earnest Money Deposit"). Seller will be responsible for disposing of the Earnest Money Deposit in accordance with the terms of this Agreement. The Earnest Money Deposit shall be credited against the Purchase Price at the Closing or, if no Closing occurs, refunded or forfeited as provided below.

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

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

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

4. BUYER'S DUE DILIGENCE

A. Investigation. Buyer and Seller have made and entered into this Agreement based on their mutual understanding that Buyer intends to develop the Property into a cold storage food facility and other office spaces (the "Buyer's Use"). Seller acknowledges that Buyer's determination whether Buyer's Use is feasible requires investigation into various matters (Buyer's "Due Diligence"). Therefore, Buyer's obligation to complete the purchase of the Property is conditioned upon the satisfactory completion, in Buyer's discretion, of Buyer's Due Diligence, including, without limitation, Buyer's examination, at Buyer's sole expense, of zoning and land use matters, environmental matters, real property title matters, and the like, as applicable.

B. Due Diligence Period. Buyer shall have a period of ninety (90) days following the Contract Date to complete its examination of the Property in accordance with this Section 4 (the "Due Diligence Period").

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

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

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

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

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

E. Fair Market Value Appraisal. Buyer will, at Buyer's sole expense, obtain two desktop appraisals as to the property's fair market value as of the date this agreement is executed.

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

5. SELLER'S DOCUMENTS

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

6. PRESERVATION OF TITLE

After the Contract Date, Seller shall not take any action or allow any action to be taken by others to cause the Property to become subject to any interests, liens, restrictions, easements, covenants, reservations, or other matters affecting Seller's title (such matters are referred to as "Encumbrances"). Seller acknowledges that Buyer intends to obtain, at Buyer's sole expense, and to rely upon a commitment for title insurance on the Property (the "Title Commitment") and a survey of the Property (the "Survey") identifying all Encumbrances as of the Contract Date. The Property shall be conveyed to Buyer free of any Encumbrances other than Permitted Encumbrances (as defined in Section 8 below).

7. TITLE COMMITMENT AND POLICY REQUIREMENTS

Buyer shall obtain the Title Commitment for an owner's policy of title insurance issued by a title company selected by Buyer and reasonably acceptable to Seller (the "Title Company") within twenty (20) days after the Contract Date. The Title Commitment shall (i) agree to insure good, marketable, and indefeasible fee simple title to the Property (including public road access) in the name of the Buyer for the full amount of the Purchase Price upon delivery and recordation of a special warranty deed (the "Deed") from the Seller to the Buyer, and (ii) provide for issuance of a final ALTA owner's title insurance policy, with any endorsements requested by Buyer, subject to the Permitted Encumbrances. Regardless of whether this transaction closes, Buyer shall be responsible for all of the Title Company's title search charges and all costs of the Title Commitment and owner's policy.

8. REVIEW OF TITLE COMMITMENT AND SURVEY

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

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 2 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 7 above.

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

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

11. BUYER'S POST-CLOSING DEVELOPMENT OBLIGATIONS

A. Property Improvements; Proof of Investment. Within Sixty (60) months after the Closing Date, the Buyer will expend an amount not less than Three Million Dollars (\$3,000,000.00) on improvements to the site, as well as the cost of equipment, needed to redevelop the Property for the uses set forth herein ("Property Improvements"). Promptly upon completing the Property Improvements, Buyer will submit to Seller satisfactory records, as determined in Seller's sole discretion, proving the above required expenditures and will permit Seller (or its designee) to inspect the Property to ensure that Buyer's Property Improvements were completed satisfactorily.

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

(i) Commence construction of the project within 36 months of the Closing Date;

(ii) Complete construction of the project within 60 months of the Closing Date;

(iii) Develop a cold storage food facility and associated uses related to the functioning of the facility containing at least 12,000 square feet;

(iv) Employ a minimum total of 12 full-time employees in the Organization.

(v) In its development of the Property, Buyer shall comply with all applicable federal, state, and local laws, including, but not limited to, the applicable requirements of the City of South Bend Zoning Ordinance, including variances as necessary.

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

C. Certificate of Completion. Promptly after Buyer completes the Property Improvements and satisfactorily proves the same in accordance with the terms of Section 11.A. above, as well as compliance with Section 11.B. above, Seller will issue to Buyer a certificate acknowledging such completion and releasing Seller's reversionary interest in the Property (the "Certificate of Completion"). The Parties agree to record the Certificate of Completion immediately upon issuance, and Buyer will pay the costs of recordation.

D. Remedies Upon Default. In the event Buyer fails to complete the Property Improvements or to comply with Section 11.B., above, or satisfactorily to prove such performance, in accordance with Section 11.A above, then, in addition to pursuing any other remedies available at law or in equity, Seller shall have the right to:

(i) recover from Buyer a cash payment in an amount equal to the average appraised value of the Property, as determined by the desktop appraisals Buyer obtained under Section 4E ; or alternatively, (ii) re-enter and take possession of the Property and to terminate and re-vest in Seller the estate conveyed to Buyer at Closing and all of Buyer's rights and interests in the Property without offset or compensation for the value of any improvements made by Buyer.

The Parties agree that Seller's conveyance of the Property to Buyer at Closing will be made on the condition subsequent set forth in the foregoing sentence and the terms of this Section 11 will be referenced in the deed. Further, the Parties agree that Seller's reversionary interest in the Property will be subordinate to the first-priority mortgage encumbering the Property, if any, arising out of Buyer's contemporaneous financing of the redevelopment of the Property, provided that Buyer notifies Seller in advance of the execution or recording of such first-priority mortgage.

12. SELLER'S POST-CLOSING OBLIGATIONS

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

12. ACCEPTANCE OF PROPERTY AS-IS

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

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. Buyer currently has a 95% exemption on the real and personal property located in St. Joseph County, Indiana. This exemption shall be extended to the real estate and personal property purchased under this agreement. 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. INDEMNITY

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

17. INTERPRETATION; APPLICABLE LAW

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

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. ASSIGNMENT

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

24. 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.

25. AUTHORITY TO EXECUTE; EXISTENCE

The undersigned persons executing and delivering this Agreement on behalf of the respective Parties represent and certify that they are the duly authorized representatives of each and have been fully empowered to execute and deliver this Agreement and that all necessary corporate action has been taken and done. Further, the undersigned representative of Buyer represents and warrants that Buyer is duly organized, validly existing, and in good standing under the laws of the State of Indiana.

26. TIME

Time is of the essence of this Agreement.

[Signature page follows.]

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

BUYER:

Cultivate Culinary School and Catering, Inc.
an Indiana nonprofit corporation

By: Jim Conklin

Printed: JIM CONKLIN

Its: Executive Director

Dated: 7/19/2022

SELLER:

South Bend Redevelopment Commission

Marcia I. Jones
Marcia I. Jones, President

ATTEST: Troy Warner

Troy Warner, Secretary

EXHIBIT A

Description of Property

Tax ID No. 018-8052-2114

Parcel Key No. 71-08-14-179-002.000-026

Legal Description: Lot 1 Prairie Ave Minor Sub #5997 7-16-04 NP5997 7-16-04

Commonly known as: 1503 Prairie Ave., South Bend, IN 46613

Tax ID No. 018-8052-211401

Parcel Key No. 71-08-14-179-004.000-026

Legal Description: Lot 2 Prairie Ave Minor Sub #5997 7-16-04 NP5997 7-16-04

Commonly known as: 1503 Prairie Ave., South Bend, IN 46613

EXHIBIT B

Form of Special Warranty Deed

AUDITOR'S RECORD

TRANSFER NO. _____

TAXING UNIT _____

DATE _____

KEY NO. 018-8052-2114

018-8052-211401

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 Cultivate Culinary School and Catering, Inc. an Indiana nonprofit corporation with its registered office at 1403 Prairie Ave., South Bend, IN 46613 (the "Grantee"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following real estate located in St. Joseph County, Indiana (the "Property"):

Tax ID No. 018-8052-2114

Parcel Key No. 71-08-14-179-002.000-026

Legal Description: Lot 1 Prairie Ave Minor Sub #5997 7-16-04 NP5997 7-16-04

Commonly known as: 1503 Prairie Ave., South Bend, IN 46613

Tax ID No. 018-8052-211401

Parcel Key No. 71-08-14-179-004.000-026

Legal Description: Lot 2 Prairie Ave Minor Sub #5997 7-16-04 NP5997 7-16-04

Commonly known as: 1503 Prairie Ave., South Bend, IN 46613

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

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

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

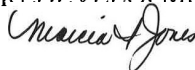
Pursuant to Section 11 of the Purchase Agreement, the Grantor conveys the Property to the Grantee by this deed subject to certain conditions subsequent. In the event the Grantee fails to perform the Property Improvements, or satisfactorily to prove such performance, in accordance with Section 11 of the Purchase 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 improvements to the Property made by the Grantee. The recordation of a Certificate of Completion in accordance with Section 11 of the Purchase Agreement will forever release and discharge the Grantor's reversionary interest stated in this paragraph.

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

[SIGNATURE PAGE FOLLOWS]

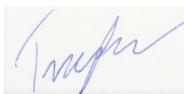
GRANTOR:

SOUTH BEND
REDEVELOPMENT COMMISSION



Marcia I. Jones, President

ATTEST:



Troy Warner, Secretary

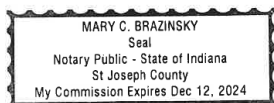
STATE OF INDIANA)
) SS:
ST. JOSEPH COUNTY)

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

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the 28 day of July, 2022.

My Commission Exp:

12.12.2024



Mary C. Brazinsky



Notary Public
Residing in St. Joseph County, Indiana

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

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