



South Bend

Redevelopment Commission

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

Agenda

Regular Meeting, February 22, 2024 – 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 1.25.24
- B. Minutes of the Regular Meeting of 2.8.24

3. Approval of Claims

- A. None

4. Old Business

- A. None

5. New Business

- A. River West Development Area
 - 1. Budget Request (Byer's Complex Design)
 - 2. Resolution No. 3590 (Accepting Property Transfer from BPW)
 - 3. Resolution No. 3591 (RealAmerica Appropriations)
 - 4. Resolution No. 3593 (Career Academy Mortgage and Note Subordination 3408 Ardmore)

6. Other

- A. River West Development Area
 - 1. Resolution No. 3592 (Approving Terms of Settlement Bear Brew)

7. Progress Reports

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

8. Next Commission Meeting:

Thursday, March 14, 2024, 9:30 am



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

**SOUTH BEND REDEVELOPMENT COMMISSION
 SCHEDULED REGULAR MEETING**

January 25, 2024 – 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 Vivian Sallie, Secretary – IP Eli Wax, Commissioner - IP David Relos, Commissioner – IP Leslie Wesley, Commissioner - V	IP = In Person V = Virtual
Members Absent:	Troy Warner, Vice-President	
Legal Counsel:	Sandra Kennedy, Esq. Danielle Campbell, Asst. City Attorney	
Redevelopment Staff:	Mary Sears, Board Secretary Joseph Molnar, Property Manager	
Others Present:	Caleb Bauer Erik Glavich Sarah Schaefer Jennifer Huddleston Alyssa Alstott Jeff Young Michael Divita Eric Horvath Kara Boyles Zach Hurst Leslie Biek Gemma Stanton Charlotte Brach Patrick Sherman Canneth Lee Jordan Gathers Mark Peterson	DCI DCI DCI DCI DCI DCI DCI DCI Engineering Engineering Engineering Engineering Engineering Engineering Mgr. Pub Construction Councilmember VPA WNDU

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<p>Others Present:</p>	<p>Margaret Pfeil John Schommer Sheila McCarthy James A Masters Joe Thomas DJ Tavernier Derek Dieter Randy Figg Don Schoenfeld Mike Garatoni Carl Baxmeyer Matt Barrett Richard Nussbaum Jordan Smith WSBT ABC57 Peggy Lee Foster Pastor Mario Sims Tina Wilson Don Foster Dennis Zmyslo Thomas Mizel Amy Drake Logan Foster</p>	<p>New Day Intake Center Our Lady of the Road New Day Intake Center 354 Columbia St. SB 24538 Rolling Oak Dr SB 23180 Rocky Top Dr SB 227 Jefferson 60822 Greenridge Resident Growing Kids County Council 110 S Niles Avenue Resident South Bend Tribune 331 Sugar Maple Business Court Resident Resident Resident Resident Resident County Council Resident</p>
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2. Approval of Minutes

- **Approval of Minutes of the Regular Meeting of Thursday, January 11, 2024**

The minutes of January 11, 2024, were tabled.

3. Approval of Claims

A. Claims Allowance 1.16.24

Upon a motion by Secretary, Vivian Sallie, seconded by Commissioner, Eli Wax, the motion carried unanimously, the Commission approved the claims allowances of January 16, 2024.

4. Old Business

5. New Business

A. River West Development Area

1. Budget Request (Market District Planning)

Leslie Biek Presented a Budget Request (Market District Planning). This Budget Request is for the federal portion of the grant we received November 2023 for \$600k. We were hoping to start the project with that amount but in order to approve the contract, we need the full amount. Every time we pay an invoice, we will be requesting 80% reimbursement for the federal portion. That money will go back to the River West TIF. Commission approval is requested.

Mr. Bauer stated this would be over the course of the planning and development services. We reimbursed the next year for two years for the full amount. The local public match is \$600k which the commission has already appropriated. The federal share is \$2.4M. The federal government operates on a reimbursement basis. We had hoped to float and draw from the \$600k. By appropriating the full amount, we will be able to move forward with this project.

Upon a motion by Commissioner Eli Wax, seconded by Commissioner Dave Relos, the motion carried unanimously, the Commission approved Budget Request (Market District Planning) submitted on Thursday, 25, 2024.

2. Budget Request (Four Winds Field Renovations Design)

Jordan Gathers Presented a Budget Request (Four Winds Field Renovations Design). We are on the cusp of a transformative project at Four Winds Field. Renderings of the project were shown. We are creating an elevated experience. This will include elevated upper deck seating with much more activity and game-changing features with the ballpark. We are requesting a significant investment from the River West TIF to continue with the design and progression. Utilizing the professional sports convention development area via bond we will promptly reimburse the River West Development Area post bond issuance. This project is

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more than just expanding a ball field, it is about our community. It is about uniting fans, our community and bringing together visitors to experience this place. We would like to thank our local design experts JPR who have done a phenomenal job as well as the public works team and all of the city departments who have made this possible with enthusiasm and pride within our great city.

Commissioner Wax asked in addition to the South Bend Cubs what other things will Four Winds field be utilized for.

Mr. Gathers noted that we feel as though this project is a home run as far as a sense of community and unity and so that is a grand slam. We will still have the family features with the splash pads and playground area, the new event and club space will be an added feature. We are hoping to engage that space for community and private events.

Commissioner Wax asked about the bonds in the amount of \$2.6M.

Mr. Bauer stated that PSCDA expansion allows us to collect a new annual maximum of \$5M per year out of the district. Based on recent draws, we expect to be hitting cap on an annual basis. As far as the bond issuance is concerned, I think we are looking for around \$45M.

Commissioner Wax asked if we are going to be using the bonds advance nine to ten years work of the PSCDA fund. Do we know where the market rate is now?

Mr. Bauer stated yes.

Eric Horvath, Public Works Director, stated they are meeting with bond council and the financial advisor after the meeting and would get back with Commissioner Wax regarding the rate.

Commissioner Wax asked what the period for construction is.

Mr. Horvath noted we are coming to RDC to keep the project moving forward because we are trying to hit the off-season and we would be starting work in September and the bulk of the work would have to be done when the team is not playing. The work will be continued over the next two years. We would start in 2024 and go through 2025 with just the construction.

Commissioner Wax asked is there any reason to worry that PSCDA will not provide the \$5M per year.

Mr. Horvath stated that projections being generated are more than \$5M per year. This will only increase over time as sales increase and incomes increase. Those are captured from a larger group now including sales tax.

Secretary Sallie asked about parking as there is not a lot of parking in the sketch. This expansion will draw more people. Even now parking is an issue. Are there plans for additional parking?

Mr. Gathers noted he will defer to engineering. Parking has not been discussed much but it is something we can continue to review.

Mr. Bauer noted that based on the current state we believe that the parking situation in the status quo arrangement would be sufficient for addition the second deck. If we continue to see redevelopment activity at the stadium, which we hope to see, then yes, parking will become a lot more of the conversation. We do expect parking will expand throughout the downtown. Attendees will have a couple block walk. We do not believe it is a major issue, but it is on our radar as something to think about.

Commissioner Wax asked about the current seating versus the expansion.

Mr. Horvath thought it was approximately 50% but would verify.

Derek Dieter, 1740 Portage, resident asked with all the gentrification that happened on Taylor, Monroe Circle and Scott Street, is the city going to purchase all that property for parking down the road.

Mr. Bauer stated he is not at liberty to discuss future plans as far as property acquisition but no, we do not currently have any plans to purchase.

Derek Dieter, resident, asked if the city could say today equivocally that the city is not going to purchase the Housing Authority property for parking.

Mr. Bauer stated that is not our intent.

Derek Dieter, resident said I get it is not your intent but are you going to do that.

Mr. Bauer stated no, that is not a plan that the city has.

Derek Dieter, resident stated that is not going to happen.

Mr. Bauer stated that we are not planning on that.

Derek Dieter, resident, said so we cannot guarantee you that property, which was Housing Authority property for years and years, is not going to be purchased for parking.

Mr. Bauer stated no. The plan is redeveloped in partnership with the Housing Authority of that lot.

Derek Dieter, resident, said OK, this all recorded.

Upon a motion by Commissioner Relos, seconded by Commissioner Wax, the motion carried unanimously, the Commission approved Budget Request (Four Winds Field Renovations Design) submitted on Thursday, January 25, 2024.

3. Real Estate Purchase Agreement (South Bend Schools)

Joseph Molnar Presented a Real Estate Purchase Agreement (South Bend Schools). This agreement before you is a purchase agreement for 5.17 acres north of South Bend Community School bus depot. The land is currently a field and a smaller parking lot. This was approved by the South Bend School Board sale on Monday. A plot of the subdivision showing the actual acreage of land was shown. The Redevelopment Commission would only be acquiring the northern grassy lot which is 5.17 acres.

The purchase agreement is for \$277,750.00 which is the average of two independent appraisals. The due diligence, if the Redevelopment Commission approves, we would get environmental tests on the property to confirm and other title work on the property. At closing SBCSC would execute a license allowing for access of the area until construction start on the property. We would provide 90-day notice of construction. Until then SBCSC would be able to use the land for parking on site. The purchase agreement commits to a 25-foot buffer to the south boundary of the SBCSC as well as an 8-foot fence along the southern boundary.

Caleb Bauer stated the intended use of this site would be for the development of an 80-bed low barrier intake center. This has been a long-term priority for the administration dating back to the previous administrations in 2017 Committee on Chronic Homelessness. We believe that this site is a good fit for this use. It is located in decent proximity to grocery stores, as well as a bus line. During the COVID-19 pandemic Knights Inn was developed as an emergency site through the motels for now. The city always intended for that to be a temporary solution and we are grateful to St. Joseph County for their contributions of operation.

That site was always intended as a temporary site as we worked to locate a purpose-built facility for an intake center. This site has the potential for a purpose-built center. The first approval would come from the Redevelopment Commission. It would come back before the Commission for potential capital contributions as well as an actual property transferred to the new day intake center 5013C.

The new intake center team, which is staffed by Our Lady of the Road and Motels for now team is here to speak more about the site.

Margaret Pfeil, Board President of the New Day Intake Center, and Board President of Our Lady of the Road. John Schommer, Our Lady of the Road and Sheila McCarty, New Day Intake Center presented on behalf of the New Day Intake Center.

Ms. Pfeil stated that Our Lady of the Road has been operating motels for now since late August 2020. We have received generous funding from St. Joseph County through the Cares Act funding and the American rescue plan in the City of South Bend. We have developed the non-profit New Day Intake Center that will be the entity that would operate this purpose-build facility of 80-beds and we anticipate that we would transition the motels for now program into that facility when it is ready. We are collaborating with a local architect to develop plans and

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hope to work with local stakeholders to incorporate design suggestions.

Mr. Schommer stated that they are excited with the momentum behind the project. They have received \$2.5M DMHA grant for operations and another \$2.5M DMHA grant for construction towards the new site. With those grants and the city's commitment we are about 60% funded for the construction of the new facility.

Ms. McCarthy stated the New Day Intake Center that has been proposed over the last many years, six years or more, developmentally is what Our Lady of the Road has done over the past three and a half years. We have had over 710 guests and a 78% success rate. Most people are able to find stability and return back to the community in a much better situation than when they came.

Commissioner Relos asked if there are agencies that the team works with to help stabilize people that they have currently and would those people move to the new locations.

Ms. McCarthy stated that they have Beacon Memorial residency clinic that comes every other week with psychiatrist. We have Oaklawn recovery coaches on site. Instead of makeshift motel rooms we would have actual exam rooms and meeting rooms. The whole goal of the program is having people in stable housing and food situations that can take care of whatever other issues they need.

Mr. Schommer states the whole goal of the program is having people in stable housing and food situations that can take care of whatever other issues they need. This can be a hub for other community groups to come in and provide wrap around support.

Mr. Bauer stated that the motel's four now staff administers the VI-SPDAT survey for individuals experiencing chronic homelessness that puts them on a coordinated service entry list, which is a partnership of all the different service providers in our area. We work to get people off of that list and prioritize them based on the score. The higher the score, the more at risk the individual moves up the list and then service providers that have available beds are rapid rehousing resources and other programs like Center for the Homeless can be engaged to help to stabilize.

Ms. McCarthy stated through that program we have been able to house over 200 people permanently.

Commissioner Relos asked if the next step would be permanent supportive housing.

Ms. McCarthy stated yes.

Mr. Bauer stated that it could be PSH, it could be a voucher, a housing choice voucher placement. Depending on the circumstances there are different places for individuals. The intake center is the point that someone enters the continuum

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of care and then they are given services in which they need to become stable and placed where it is best for them.

Commissioner Wax stated that he is concerned about the effects on neighboring communities. The result of the current program is that there is increased crime in the neighborhood that relates to business closings. There is an increase in safety concerns. We are looking at moving it into a more permanent situation down the block from a childcare center. Walmart down the road closed due to losses. The neighborhood is already struggling to survive with many dominos falling one after another. What impact would this have?

Mr. Bauer states that he understands the concern and the city team and Our Lady of the Roads team is interested in hearing those concerns and making sure that if there are design considerations that can help alleviate some of those, including setting things back further from Bendix, ensuring there is proper fencing at the site, ensuring security is on site 24 hours; those are all pieces we have seen that make other facilities successful. I think the reality with the citing of the location is that it is difficult to find the perfect site for an intake center and we believe this is a good site. We do understand that there is no perfect site for a center like this. This is a consideration that our community has to make. Do we believe this is a service that is necessary and additive for our most vulnerable neighbors? If we do, we need to take steps to make sure that as many concerns can be addressed in the design considerations of the site. These comments would be part of a contractual agreement when the property is transferred to the New Day Intake Center 5013C in the purchase agreement.

Commissioner Wax states that he is a believer in supportive services for homeless, but he has done his research and the low barrier model creates an impact to neighboring areas. That is very different for the Center for the Homeless model. These are two different things. To move forward and try to alleviate the problems later does not address the legitimate concerns today. Saying we are going ahead with the project, and we will define those further down the road. He does not know how he can consciously go forward with any planning. He needs to see the concerns addressed before moving forward. It is not that he would never vote in favor of the project at a later date. A quarter of a million-dollar purchase of a field; for what I know today, I am not ready to move forward on it.

Ms. Pfeil echoed what Caleb had previously shared and they take the concerns seriously. There were zero police reports at motels four now in the month of December 2023. It is not a static situation, as they have been addressing concerns along the way.

Commissioner Wax stated zero police reports in December, he does not know what that means. Were police called to the site in December?

Ms. Pfeil stated that there were emergency services called but no police reports. We take the issues seriously. We intend to be responsible stakeholders and good neighbors. If we have a purpose-built site, it gives us a chance to incorporate in

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the beginning from the design things that we know are necessary but are not available at our current location. If we can provide 24-hour security, that will go a long way to increasing stability. We do intend to hold public meetings asking for feedback and design renderings as we make the plan. We have three and a half years' experience now and the low barrier model has proven to work. We housed over two hundred people permanently. The people we are talking about are our own brothers and sisters, aunts, and uncles. Eighty-eight percent of the people who have come to motels four now are housed in our own county. Otherwise, they would be encamped throughout our community. We want to collaborate with stakeholders because we care deeply about that.

Commissioner Wax stated that he does not doubt their intentions and he is sure that they accomplish a lot of great things. The question is about the impact not just what you are able to do for the people you are servicing but the impact on the bond for the people are around you now. He has concerns about low barrier model. Is this the most effective approach and what impact does it have on the surrounding neighborhood which is independent of the work you are trying to do.

Ms. Pfeil stated they have enjoyed the work with Center for the Homeless and see their work as complimentary. They have come through the pandemic and continue to address the needs of those who do not have shelter. In future public settings there will be opportunities to note that this is a bigger continuum of care. Other agencies also see this as necessary. The intention is to work with area stakeholders and be good, responsible neighbors. We have a chance from the beginning to address concerns in the very design of the facility. If concerns arise as we go along, we can address those immediately.

Ms. McCarthy stated that of the seven hundred and ten guests that they had, very few of those would be able to go to other structures that were high access. The housing first model is supremely effective. It allows for people to be present that would not fit in anywhere else. In terms of neighborhood crime, I would question the stigmatism of homelessness. Many have come to us with that concern, and we have shared if one of our members had ever been arrested. It is usually not someone that is connected to our program. There is a lot of blame that is not warranted. Our staff goes around to area businesses and are in close communication with them to address any concerns they have. That is a good relationship that we would continue in the new neighborhood.

Commissioner Relos asked about long-term, operational cash flow and how money would keep coming in.

Ms. Pfeil mentioned that they are about to launch a capital campaign. Sixty percent has been raised. We intend to fundraise and have been in contact with state agencies about long-term funding. We intend to have a mix of both public and private funding. This partnership has to be put in place to succeed long term. We are serving a critical need that has not been met so far.

Commissioner Relos asked if it is Medicaid funded.

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Ms. Pfeil noted that currently they are not operating on Medicaid funding. They are actively exploring revenue streams and it will be a private/public mix.

Mr. Schommer states that currently they have funding to take operating one and a half years to start. That allows us to have time to get other grants and private funds in.

Ms. Pfeil stated that she wants to create relationships with the chamber and reach out to people in the chamber to ask about homelessness and how they can help. They want to see this flourish. Do you see this as something you would support in the future? Talking about the common good of society, each one of us has a role to play. Especially for those most vulnerable. Who is going to care for them? Is it that they do not deserve to be housed? I do not think that we want to see that. That is not who we are.

President Jones opened this discussion to the public for those in favor of the project:

Matt Barrett, 110 S. Niles Avenue – spoke in support.

Councilmember Canneth Lee – spoke in support.

Peggy Lee Foster, 331 Sugar Maple Business Court – spoke in support

President Jones opened this discussion to the public for those in opposition of the project:

Pastor Mario Sims – spoke in opposition

James Masters, 350 Columbia Street – spoke in opposition

Carl Baxmeyer, County Commissioner – spoke in opposition

Derek Dieter, County Commissioner, 1740 Portage Avenue – spoke in opposition

Joe Thomas, 2453 Rolling Oaks Dr. SB – spoke in opposition

Mike Garatoni, 2601 N Bendix – spoke in opposition

Tina Wilson, 1213 N Kentucky Street - spoke in opposition

Don Foster, 132 Chapin Street - spoke in opposition

DJ Tavernier, 3005 Lincolnway E – spoke in opposition

Dennis Zmyslo, Tom's Care Center - spoke in opposition

Thomas Mizel Sr., 51042 Prairie View Way – spoke in opposition

Amy Drake, County Commissioner – spoke in opposition

Logan Foster, 1138 College Street – spoke in opposition

The public portion was closed

Commissioner Wax commented the RDC has three requirements when considering a project, it will benefit the public health, safety, morals and welfare and it will increase economic well being with the unit and the state and it will serve to protect and increase property values in the unit and state. At this point, he has not seen enough to say this project will accomplish all three. It could provide a public health service, but he cannot say it will increase the economic well being of the unit and protect and increase property values which is what redevelopment

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requires when looking at a project. He feels it can be shown as to how this project could be made in a way that would not have a deleterious impact on the neighboring communities. If he voted it would be in opposition today, but he is not opposed to tabling this item for more public feedback.

Upon a motion by Eli Wax, Commissioner, seconded by Vivian Sallie, Secretary, the motion carried unanimously, the Commission agreed to table Real Estate Purchase Agreement (South Bend Schools) on Thursday, January 25, 2024.

4. **Resolution No. 3589 (South Bend Schools)**

Joseph Molnar Presented Resolution No. 3589 (South Bend Schools). This resolution allows the right to purchase the property.

Upon a motion by Eli Wax, Commissioner, seconded by Vivian Sallie, Secretary, the motion carried unanimously, the Commission agreed to table Resolution No. 3589 (South Bend Schools) on Thursday, January 25, 2024.

6. **Progress Reports**

A. Tax Abatement

- Erik Glavich stated that at the Common Council meeting the Council approved the following:
 - Reconfirming for the South Bend Chocolate Company.

B. Common Council

- None

C. Other

- Commissioner Relos noted he saw that the BPW approved Liberty Tower for concrete repair.
- Mr. Bauer noted parking garage facility. They also announced their contract for the renovation floors.
- Mr. Glavich noted that the agreement is to be finalized in 2025, which is for the parking garage installation of security cameras and work on the seventh floor, outdoor patio.
- Mr. Bauer noted that council did hear the first reading of the forgivable loan agreement for RealAmerica but will go before the Council two more times.

7. **Next Commission Meeting:**

Thursday, February 8, 2024

8. **Adjournment**

Thursday, January 25, 2024, 11:20 a.m.

Vivian Sallie, Secretary

Marcia Jones, President



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

**SOUTH BEND REDEVELOPMENT COMMISSION
 SCHEDULED REGULAR MEETING**

February 8, 2024 – 9:30 am

<https://tinyurl.com/RedevelopmentCommission> or **Council Chambers, 4th 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 Vivian Sallie, Secretary – IP Eli Wax, Commissioner - IP David Relos, Commissioner – IP Leslie Wesley, Commissioner - IP	IP = In Person V = Virtual
Members Absent:		
Legal Counsel:	Sandra Kennedy, Esq. Danielle Campbell, Asst. City Attorney	
Redevelopment Staff:	Mary Sears, Board Secretary Joseph Molnar, Property Manager	
Others Present:	Caleb Bauer Erik Glavich Sarah Schaefer Zach Hurst Allie Dolz-Lane Allison Zeithhammer Angela Rose Barb Carmichael Bianca Tirado Cam Stillson Charlotte Brach Leslie Biek Gemma Stanton Hillary Horvath Nicole Lipschultz Jeff Young Jennifer Prawat	DCI DCI DCI Engineering Mayor's Office Mayor's Office DCI Resident Clerk's Office Resident Engineering Engineering Engineering Engineering Resident DCI Resident

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<p>Others Present:</p>	<p>Kaine Kanczewski Karen Nye KM Laura Hensley CDD Madeline Hostetler Magdalena Marek Mazurek Colleen Debby Marissa Frattini Marty Kennedy Mike Divita Pam Wycliff Robbie Karen Co. Rachel Tomas Morgan Steve F</p>	<p>Resident Resident Resident Engineering Resident Resident Resident Resident Resident Resident Legal Dept. DCI DCI Resident Resident Common Council Resident</p>
	<p>Steve S. Hunter Stevens Tim Corcoran Tracy Yesenia Garcilazo Brandon Waggy Claval Hunter Zach Hurst Sarah Foster Matt Barrett Carol Schimmoeller Carl Hetler Edward Jurkovic JBH Jason Isch Kathy Schuth Nicole Maclou</p>	<p>Resident Resident DCI Resident Mayor's Office Resident Resident Engineering 1138 College Street Resident Resident DCI Resident Resident Resident NNN Resident</p>
	<p>Mark Peterson WSBT WNDU ABC57 Rebekah Go Sarah Foster Reed Anderstrom Dennis Zmyslo Randall Crobot Don Foster Brendan Crumlish Kathleen Anastos Ed Conlin Joe Thomas Daniel Armounfelder Jordan Boileau (he/him) Derek Dieter</p>	<p>WNDU WSBT WNDU ABC57 921 Cottage Grove 3210 Sugar Maple 3001 W Cleveland Road 3201 Sugar Maple Court 24554 Rolling Oak Drive 132 Chapin Street 1091 Riverside 51680 Orange Road 1122 Quigley Place 24538 Rolling Oaks 937 S 25th Street 237 N Michigan Street County Council</p>

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	Barbara Jung Richard Story Pam Wycliff Kate Bolze Karen Rabbi Jennifer Huddleston JBH Nicole MacLaughlin, I support New Day Ctr Thomas Meisel Elizabeth Curzan Travis K Nicole Lipschultz Amy Drake Logan Foster Sue Eckman Robert Krushinsky Jane Casper Casey Mulaney Dahlia Wortha Charity Stowe Becky Zarnacki Kim Gray Emily McClements Heather Zoeller Trisha Jo Kusco Matt Graybill – I support	3224 W Maple Ct. #513 553 River Avenue Resident DCI Resident Neighborhoods Resident Resident 51042 Prairie View Way Resident NW Resident 410 Marquette Street County Council 1138 College Street Resident Resident Resident Resident Resident Resident Resident Resident Resident Resident Resident Resident Resident Resident
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2. Approval of Minutes

A. Approval of Minutes of the Regular Meeting of Thursday, January 11, 2024

Upon a motion by Commissioner Relos, seconded by Commissioner Wax, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, January 11, 2024.

B. Approval of Minutes of the Executive Commission Session, January 25, 2024

Upon a motion by Commissioner Relos, seconded by Commissioner Wax, the motion carried unanimously, the Commission approved the minutes of the Executive Commission Session, January 25, 2024.

3. Approval of Claims

A. Claims Allowance January 30, 2024

Upon a motion by Secretary Sallie, seconded by Commissioner Relos, the motion carried unanimously, the Commission approved the claims allowances of January 30, 2024.

4. Old Business

1. Real Estate Purchase Agreement (South Bend School Corporation)

Caleb Bauer, Executive Director Community Investment, Presented items 4A and 4B to the commission. These are related items that we had discussed at the last meeting which is a purchase agreement for a proposed site on Bendix Drive north of the current South Bend Community School Corporation bus depot.

The land that we are discussing today is the grass lot and smaller parking lot you can see on the exhibit. An exhibit of the subdivision breakdown was shown. It is a 5.17-acre site, and you can see it on the north side. The details of that purchase agreement are a purchase price of \$277,750 for 5.17 acres. That is the average of two appraisals. There is a 90-day due diligence period and closing period. At closing, the school corporation and RDC would execute a license which would allow continued use of the parking area by South Bend Community School Corporation until construction.

The purchase agreement would commit to a 25-foot buffer to the south and an eight-foot fence along the southern boundary. City staff would support a variance for that to be a ten-foot fence. The approval today before you is for the Redevelopment Commission purchase of the site for redevelopment. It does not set its use.

Mr. Bauer listed the approvals that would be required for the potential use proposed at the site which is the New Day Intake Center. There would be other bodies that would need to weigh in on that. This would return to the Redevelopment Commission before any center were constructed. The site would need to pursue a rezoning, which would go to the Plan Commission and the Common Council and appropriate funding for the site would have to be raised by the non-profit before they could move forward at the site. The Redevelopment Commission would have to approve a purchase agreement that actually sells the site to the New Day Intake Center non-profit. We do not anticipate this coming before you in the next couple of meetings. This will take time and I want to make clear that this is the first step in what would be a multi-step process.

Any Redevelopment Commission sale would include commitments from non-profit, much like you routinely see in sales to private developers or other buyers. We would have commitments to private investment, commitments on construction timelines and we would expect to add additional commitments related to operations at the site. We have received a lot of great feedback from residents, and we would plan to continue that feedback with individual stakeholder meetings, neighborhood association meetings and continued public meetings to hear that feedback and work through how best the operations of the site and the design of the site can be structured to alleviate those concerns.

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If an alternative site were to become viable, and vetted, ready to move forward with a willing seller, staff would seek to redevelop this site as it is an industrial use which is currently zoned for that use. If we had a better site, we would be happy to move forward with that site and this site could be redeveloped. It has been vacant for forty years and we feel it is a good redevelopment parcel.

Conversations are ongoing in exploration of other sites. I am sure you will hear from folks with St. Joseph County; they have formed a task force to explore some sites. One was proposed yesterday. We are happy to look at all sites and continue to think creatively about where this can best fit.

Today is step one in the approval process in which the Redevelopment Commission approves the purchase of the site which does not set the use.

Additional approvals would be required for the use to change from Industrial. There would be a first reading from Common Council of rezoning and that would come after the closing of the site; we do not anticipate that happening before April 2024. Then it would be referred to the Plan Commission which would review the rezoning and make a recommendation to the Common Council for the Council members or former Council members on the Commission. Then Common Council would have their second and third readings of the rezoning and final action. If that rezoning were approved, then would we be able to move forward with the New Day capital campaigns. Completion commitments from the non-profit related to the site and then we would seek to sell the property to the non-profit via Redevelopment Commission actions.

Today we are considering a Redevelopment Commission purchase of the site for redevelopment. We have chosen to be open about the potential intended use because we know that there is significant public interest in that potential intended use. Today is not a decision on that potential intended use and that would be left to the Common Council first.

The New Day Intake Center would need to be located within the city limits of South Bend. The city is the only government partner committing funding at this point, though we would welcome other funding commitments from other governmental partners, it would need to be located on a parcel greater than three acres. It would need to be located within a quarter mile of a bus stop or bus line. We would suggest that Transpo add a new stop if there was not a stop. The parcel would need to be vacant and undeveloped. It cannot be a wetland or brownfields site. It would need to be purchased.

We have looked at the Portage Manor site which is currently off the table. There is a county owned site on old Cleveland Road that is approximately six acres that could be viable. We had been in discussion with South Bend International Airport for a site north of the airport, but they were not interested in selling that parcel. We are willing to explore other sites with those criteria. We know that there is a lot of public comments to hear.

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Commissioner Relos stated to be clear, today is the purchase agreement of the possible acquisition of five acres that could be developed for any number of uses at the fair market value? We are here to judge this acquisition on it's merits and not the merits of anything else.

Mr. Bauer stated yes.

Commissioner Wax asked if we have an estimate, or will there be a future redevelopment contribution should this go through as part of a development agreement?

Mr. Bauer stated potentially yes. There is not an estimate of what that estimate would look like. There have been capital commitments for this project made from the state of Indiana's Department of Mental Health. The city's intent would be to explore a capital contribution as well, but whether or not it would come from Redevelopment funds or other funding sources is something we need to work through as we explore budgetary constraints of the city.

Commissioner Wax asked if the city has a spectrum of what that may look like. Obviously, you cannot make a firm prediction.

Mr. Bauer stated for operational commitments, we have looked at \$500k annually to the site. We believe the operational piece is sometimes more challenging to find contributors for. As they get further into design, we would have a more realistic number, not to say that \$12M to \$14M is not realistic, but we have seen construction pricing over the last few years, and it can escalate but there are also design decisions that could reduce cost.

Secretary Sallie asked if another viable project would come to the city after the purchase of this land, this parcel would be considered for that project.

Mr. Bauer stated absolutely. If we found another site for the New Day Intake Center, we would seek to redevelop this site at its current zoned use of Industrial.

Vice-President Warner asked how much money the New Day Intake Center has raised as the capital for their campaign.

Mr. Bauer stated he believes they are halfway there.

Vice-President Warner asked if final action would wait until that campaign is complete.

Mr. Bauer stated yes, we would not bring action before the Commission before the resources are in place for this project.

Commissioner Wax noted that this is premature but conversation of a phase two were brought up.

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Mr. Bauer stated that there was a conversation about permanent supportive housing to be paired with an intake center site. This site does have the area to contain an intake center but at this time we do not believe it would be able to have significant paired permanent supportive housing. We have had two developments completed in recent years and we are working on two more, one of them being a scattered site PSH development. That would see single family homes throughout the city and another which is integrated permanent supportive housing at the South Bend Thrive facility on the east side of South Bend. That would just be a handful of units in an otherwise low-income qualified development.

President Jones opened the floor to public comment in opposition of the project.

1. Derek Dieter, 1740 Portage Ave, County Commissioner – spoke in opposition
2. Don Foster, 132 Chapin Street – spoke in opposition
3. Reed Anderstrom, Church at Cleveland, and Bendix - spoke in opposition
4. Ed Conlin, 1122 Quigley Place – spoke in opposition
5. Amy Drake, County Commissioner – spoke in opposition
6. Joe Thomas, County Council, 24538 Rolling Oaks – spoke in opposition
7. Sarah Foster, 3210 Sugar Maple Court – spoke in opposition
8. Logan Foster, 1138 College Street – spoke in opposition
9. Randy Crobat, resident – spoke in opposition
10. Brendan Crumlish – 1091 Riverside (Sugar Maple Ct.) – spoke in opposition
11. Thomas Zmyslo, 51042 Prairie View Way – spoke in opposition
12. Sue Eckman, Far West Side SB – spoke in opposition
13. Elizabeth Curzan, NW side SB – spoke in opposition
14. Dennis Mizelow, Tom's Car Care Center – spoke in opposition
15. Robert Krushinsky, 7th Floor Cty-City Bldg – spoke in opposition

President Jones closed the floor to public comment in opposition of the project.

President Jones opened the floor to public comment in favor of the project.

1. Rebekah Go, 921 Cottage Grove – spoke in favor
2. Barbara Jung, 3224 W Maple Lane Court – spoke in favor
3. Dr. Daniel Armounfelder, Memorial Hospital – spoke in favor
4. Richard Strory, 553 River Avenue – spoke in favor
5. Jane Casper, 1314 Wallback Drive – spoke in favor
6. Casey Mulaney, 518 S. St. Joseph – spoke in favor
7. Dahlia Wortha, 991 E Wayne Street – spoke in favor
8. Charity Stowe, 614 S. St. Joseph – spoke in favor
9. Becky Zarnacki, Arch Avenue – spoke in favor
10. Kim Gray, Southside Twyckenham – spoke in favor
11. Emily McClements, Wayne Street Sunnymede - spoke in favor
12. Heather Zoeller, South Bend resident – spoke in favor
13. Trisha Joe Kusco, NNW – spoke in favor
14. Edward Jerkovic, Our Lady of the Road Board – spoke in favor
15. Nicole Lipschultz, 410 Marquette St – spoke in favor

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President Jones closed the floor to public comment in favor of the project.

Danielle Campbell-Weiss, City Attorney noted that we would ask for a correction on a small scrivener's error in the recital's subsections D&E The Indiana Code should read 36-1-11-8 not 36-1-11-3. This portion speaks to the ability of governmental entities to transfer property using matching resolutions and then the resolution that follows on the agenda is the resolution that is referred to.

Commissioner Relos noted his original comment that the Commission is voting on an acquisition, and we do not know what will go into this property any time soon. It is not uncommon for the Redevelopment Commission to buy property and not know what will eventually go there. The county bought property at enterprise zone in hopes that it would be redeveloped and has had success out there. Going into the purchase, they did not know what would eventually be put there. To me this is a property acquisition.

Commissioner Wax stated that it has been a long couple of weeks since the initial receipt of item two weeks ago. Over that time, he has had the opportunity to sit through eight hours of public meetings and another several hours of private meetings with many people, in every position imaginable on this issue. It is important to consider this. It is important to stress that there's multiple separate questions that do not necessarily overlap or relate to each other. There is one question to whether or not this approach is a positive and effective approach and helping people that need help. I continue to have questions that I want to learn more about. There is a separate independent question as to what impact this would have on the surrounding community. It has nothing to do with whether or not this approach is effective. It has nothing to do with whether or not this is the best way to help people in need. It is a separate question as to what impact putting this center in that neighborhood would cause. This is why two weeks ago I proposed that we table the item to hear more and have the opportunity to see what designs and plans would be in place to ensure that this would not have a negative impact in the neighborhood.

There are legitimate concerns, but part of that is alleviated through required planning around engaging with the neighborhood and surrounding constituents to make sure if this is going to go forward that it is designed in a way to eliminate the full success possible with minimized potential negative effects. In several hours of the meetings, it has not come up. Whether it is or not a good program has come up.

He appreciated the board and executives of the New Day Center who say that they look forward to engaging with the neighbors, but that has not happened yet in my years of experience in public projects, you see that often. Projects have a domino effect. Once the process gets started the process goes on one step after the other. Until those questions are addressed of how to put this in a neighborhood and design it so it has minimized risks, I do not see the project moving forward. There has to be an understanding or belief that this is the right project, and this is the direction you want to go before you start at step one. That is where I stand today. Those questions have not been answered and I really do

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not see the rush. Caleb mentioned that before zoning could be approved by the Plan Commission and brought back to Common Council there will be significant public engagement to discuss the design and how it would impact surrounding neighborhoods. That is going to happen before the next step. I do not know why that cannot happen before this step. The public engagement meetings were not to discuss how to make sure we could do something that maximized everyone's interests. I would prefer to postpone the items to figure this out. I think it could be designed to really address some of those concerns. The role of the Redevelopment Commission has a singular purpose to improve the city or portions of the city with economic development. It is not supposed to be a project with the goal of helping people in all the ways that city government can and there are other divisions for that. Redevelopment Commission is to use funds to improve the economic area. It could be that this project could happen in this neighborhood, but we have not seen it today and I look forward to those conversations. If I had to decide today, I would vote no because I am not there yet.

President Jones read a portion of a letter from the Mayor to the Redevelopment Commission which states Resolution No. 3589 is a simple purchase agreement for approximately five acres of undeveloped property. To be clear, any action taken today would not be an approval of the New Day Center at this location. For that to happen, many public approvals would be necessary, including an official action by the Redevelopment Commission at a later date.

What we are doing here today is not a final step, it is not carte blanche of anything, simply the first step in a long process to make something happen.

Secretary Sallie noted that this issue is one of the most important that has come before us in a long time. That caused us all to think. We sat in those meetings this week and listened to all of the comments and one minute you are on one side the next minute on the other. There was an equal number of people there that were either for or against. This makes it very difficult to know what is best for the city because that is what our role is but also for the community. I looked up the role of this Commission and the role is responsible for stimulating development in designated areas of the city's achieved through acquisition, clearance, and disposition of land. If we live up to what we have been appointed to do, it is one thing, but then there is the personal side where you're either concerned about the people that are out there on the street and it should not be one or the other because the business in that area suffered in that area. I was shocked as anybody when McDonald's closed. She could not believe that. I talked with McDonald's representatives and learned why. So, this is difficult to address. The mayor is asking us to purchase the land and not anything else.

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Vice-President Warner thanked the community that we have heard from over the last two weeks. He noted that there has been a bit of talking past each other and to have any success at any site, there needs to be direct engagement and not to talk past each other. He thanked the Commission and noted that everyone on the Commission is an unpaid volunteer and takes this matter and every matter that is voted on very seriously. He believes that taking the first step makes sense. It keeps the discussion moving forward. He has seen in the past if the first step is not taken that things get pushed aside and the discussion goes away. Then we would be looking for a site four or five years as in this intake center. This is not a final approval. There needs to be a whole lot more discussion, engagement, and input, planning workshops.

In 2020 there was a site for the homeless announced on the east side. We heard many of these same fears. He stood in front of a crowd of thirty people screaming that the site was going to ruin their lives and destroy their neighborhood and property values. It has been two years since they opened their doors and almost none of those things have developed. What the center did was to take in the concerns with a plan and engagement to address those concerns. They learned from other sites and prevented those problems.

These are concerns that must be addressed. As for the task force, in reality this is two years away from opening their doors. There is only 50% of the funding raised and they have been raising the funds for a couple years. There is plenty of time yet for the county task force to get together and for other sites to be considered. With all of these discussions, I am skeptical that there will be any site where you do not get a large amount of opposition every time there is a discussion about homeless. Tempers flare, fears flare and feelings get stoked. I think finding any site where you are not going to have opposition is not a realistic thought.

Upon a motion by Vice-President Warner, seconded by Secretary Sallie, the motion carried with four Yes (Ms. Jones, Mr. Warner, Ms. Sallie, and Mr. Relos), and one No (Mr. Wax) the Commission approved as amended by our city attorney Real Estate Purchase Agreement (South Bend School Corporation on February 8, 2024).

2. Resolution No. 3589 (South Bend School Corporation)

Upon a motion by Vice-President Warner, seconded by Secretary Sallie, the motion carried with four Yes (Ms. Jones, Mr. Warner, Ms. Sallie, and Mr. Relos), and one No (Mr. Wax) the Commission approved Resolution No. 3589 on February 8, 2024.

5. New Business

A. River West Development Area

1. Budget Request (SBMF Demolition)

Zach Hurst Presented a Budget Request (SBMF Demolition). This budget request for \$330k out of the River West TIF would cover engineering design and bid package preparations for demolition of the existing South Bend Medical Foundation, located on the memorial campus and then a new parking lot to replace the entirety of this parcel. This is a time sensitive critical path element for the overall Beacon District project. This request will allow a design team to finalize bid packages for the demolition of the building and replacement of a new parking lot and the critical element here is to get this done before the end of 2024 to keep the hospital project on track.

Mr. Bauer noted that we do not have the development agreement today. We have been in negotiations with Beacon Health system and Great Lakes Capital for more than a calendar year on this project. Those negotiations have been very constructive. We are close to bringing an agreement before you for your consideration. We are asking you to consider this in advance. The goal of the discussions is to facilitate parking for Beacon Health system employees at Memorial Hospital that is currently occupying the development site, which are two blocks south of Memorial Hospital.

We hope to move forward with design so we are in position to be completed in this construction season and the redevelopment project can move forward quickly at the beginning of next construction season. If you are to approve this today, the bond issuance that you previously authorized for the series B2023 tax increment finance funded bonds, would reimburse this cost. The bond proceeds would reimburse the cost from the River West TIF. We do hope and plan to bring all of the agreements before you in the near future. This has been a huge undertaking with all of DCI and engineering participating. Commission approval is requested.

Commissioner Relos asked when this item is anticipated to come to Commission.

Mr. Bauer states that agreement with Beacon Health System and Great Lakes Capital and the Indiana Economic Development Corporation for the Ready 2.0 Fund. These would encompass the district redevelopment for the parking. Parking lots on MLK north of the NIPSCO building.

Vice-President Warner asked so this is for design and put together the bid package which would be approximately ten weeks until bid.

Mr. Hurst noted that he is estimating the March 2nd meeting of BPW to request to advertise to start the bid process.

Vice-President Warner asked about location of the project. The roundabout down to Burger King?

Mr. Bauer stated the project is north of \$240M at this point and would support Beacon Memorial hospital's tower expansion project which is more than a \$400M project. This would support it by providing parking needs. The engineering partner is American Structure Point.

Commissioner Wax confirmed getting early notice on the future issues, to keep consistent with wanting to understand steps of the projects. This little portion is new, but it is part of something we have been engaging for over a year. He does ask that staff relay details on a project that they share with the Commission as much as they can prior to the meeting. He believes it is extremely important. He is excited about the potential of the project.

Mr. Bauer states his intent is to have the agreements in advance for review before the meeting. He is happy to send summaries to the Commission centered around the proposed commitments. He can even send draft agreements as well.

Commissioner Wax stated some renderings to make informed decisions.

Vice-President Warner stated that there are a lot of parts to this one and we have been engaging with this and there is a bond that has been approved and went through Common Council. Common Council would also like to be kept abreast of progress. It is very exciting and transformative for the whole north end. The purchase of the Tribune building by Notre Dame.

Secretary Sallie asked is a representative from Beacon going to come join for the presentation?

Mr. Bauer stated that President Larry Tracy from Memorial Hospital should be here.

Upon a motion by Commissioner Relos, seconded by Vice-President Warner, the motion carried unanimously, the Commission approved a Budget Request (SBMF Demolition) submitted on Thursday, February 8, 2024.

2. Fifth Amendment to Real Estate Purchase Agreement (Diamond View)

Joseph Molnar Presented a Fifth Amendment to Real Estate Purchase Agreement (Diamond View). This amendment is for the RealAmerica project at Main and Lafayette. This agreement dates back to 2021 where the property is sold to develop affordable and market rate apartments. RealAmerica received low-income tax credits in January 2023. This project has been pushed back due to the tax credit date. RealAmerica took the six parcels and made them into two clean parcels. One for the RealAmerica project and one for the LIHTC project. RealAmerica is looking to break ground by March 2024. They have had some environmental issues and once they receive their comfort letter from Indiana Department of Environmental Management they will move forward. Closing may be separate on the project due to the environmental report. An exhibit of the subdivision and projects was shown to the Commission. Commission approval is requested.

South Bend Redevelopment Commission Regular Meeting – February 8, 2024

Commissioner Wax asked what is the closing date?

Mr. Molnar stated it is the end of February, so we are not in violation, but we want to have some room.

Commissioner Relos stated they are getting rid of the bad dirt.

Mr. Molnar stated yes, there was a low level of lead so they will remediate that section.

Upon a motion by Commissioner Relos, seconded by Vice-President Warner, the motion carried unanimously, the Commission approved Fifth Amendment to Real Estate Purchase Agreement (Diamond View) submitted on Thursday, February 8, 2024.

6. Progress Reports

A. Tax Abatement

- None

B. Common Council

- None

C. Other

- Mr. Bauer stated that conversations with Bear Brew are ongoing and hopefully we will have an agreement with you shortly. We did a walk through and on the Fourth Amendment we need to look at what items are valid and eligible for reimbursement to them.

7. Next Commission Meeting:

Thursday, February 22, 2024

8. Adjournment

Thursday, February 8, 2024, 11:45 a.m.

Vivian G Sallie, Secretary

Marcia I Jones, President



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 02/22/2024
FROM: Patrick Sherman
SUBJECT: Byer's Softball Complex

_____ 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 for \$288,850.00 for design work for a renovation at the Byer's Softball Complex. The project will be funded from a State grant of \$3M which we look to received in the second quarter. This request will enable the City to continue moving forward on the project and stay on schedule. Once the funding is received from the state. The funds will be reimbursed to the RDC.

Specifics:

The renovations at Byer's Softball Complex will entail rebuilding the existing fields and other improvements to facilitate the complex being able to host additional tournaments. The current fields have drainage and other issues. The project will also add a new playground and splashpad to the adjacent park for the local residents. There is also a possibility of funding becoming available over the next couple/few years, allowing the City to phase in additional improvements and possible expansion of the complex to enable larger tournaments. The project is in the DFO system as PROJ00000498.

INTERNAL USE ONLY: Project Code: _____;

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

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

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

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

_____ Going to BPW for Contracting? Y/N

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



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 02/19/24
FROM: Joseph Molnar
SUBJECT: Accepting 27 Properties from BPW

_____ Pres/V-Pres

ATTEST: _____ Secretary

Date: _____

APPROVED Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

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

PURPOSE OF REQUEST: Accepting 27 Vacant Single-Family Properties from BPW

Specifics: The attached matching resolution approves the Redevelopment Commission to accept twenty-seven (27) properties from the Board of Public Works. Staff believes that these properties have the potential to be redeveloped to provide infill housing and that process would be better suited if the properties were held by the Redevelopment Commission.

Staff requests approval.

INTERNAL USE ONLY: Project Code: _____;

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

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

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

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

_____. Going to BPW for Contracting? Y/N

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

RESOLUTION NO. 3590

A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION ACCEPTING THE TRANSFER OF REAL PROPERTY FROM THE SOUTH BEND BOARD OF PUBLIC WORKS

WHEREAS, the South Bend Redevelopment Commission (the “Commission”) is the governing body of the City of South Bend, Indiana (the “City”), Department of Redevelopment and exists and operates pursuant to Indiana Code Section 36-7-14 (the “Act”); and

WHEREAS, the South Bend Board of Public Works (the “Board”) exists and operates pursuant to Indiana Code Section 36-4-9-5, holds real property owned by the City pursuant to Indiana Code Section 36-9-6-3, and is authorized to transfer such property to another governmental entity pursuant to Indiana Code Section 36-1-11-8; and

WHEREAS, the Board owns twenty-seven (27) parcels of real property in the River West Development Area of the City, which is more particularly described on Exhibit A (the "Property"); and

WHEREAS, pursuant to declaratory resolutions previously adopted and amended from time to time, the Commission has declared a certain area of the City known as the “River West Development Area” as a redevelopment area and an allocation area under the Act and approved an economic development plan for the Area; and

WHEREAS, the Commission desires to obtain title to the Property to encourage the redevelopment of the property and for any other purpose authorized by the Act; and

WHEREAS, the Board approved the conveyance of the Property pursuant to its Resolution 06-2024 at its regular meeting held on February 13, 2024.

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

1. The Commission hereby accepts the conveyance of the Property from the Board pursuant to I.C. 36-1-11-8 in the form of a quit claim deed substantially similar to the document attached hereto as Exhibit B, conveying all of the Board’s right, title, and interest in the Property to the Commission.

2. The Commission authorizes Joseph Molnar of the City’s Department of Community Investment to act on behalf of the Commission in presenting the deed for recordation in the Office of the Recorder of St. Joseph County, Indiana and executing any other document necessary to affect the Commission’s acceptance of the Property.

3. This Resolution will be in full force and effect upon its adoption by the Commission.

ADOPTED at a meeting of the South Bend Redevelopment Commission held on February 22, 2024.

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Vivian Sallie, Secretary

EXHIBIT A
Legal Description

Parcel I:

Parcel No. 71-08-02-335-005.000-026
Legal Description: LOT 5 CUSHINGS 1ST
Commonly Known As: 620 Sherman Ave

Parcel II:

Parcel No. 71-08-02-334-013.000-026
Legal Description: LOT 48 CUSHINGS 1ST
Commonly Known As: 619 Sherman Ave

Parcel III:

Parcel No. 71-08-02-335-008.000-026
Legal Description: LOT 2 40 FT W SIDE CUSHINGS FIRST ADD
Commonly Known As: Lincoln Way West and Sherman Ave

Parcel IV:

Parcel No. 71-08-02-334-015.000-026
Legal Description: EAST 32' LOT 50 CUSHINGS 1ST ADDN
Commonly Known As: 1031 Lincoln Way West

Parcel V:

Parcel No. 71-08-02-451-002.000-026
Legal Description: Ex 36 Ft W End Lot 52 Cushing & Lindsey
Commonly Known As: 633 Harrison Ave

Parcel VI:

Parcel No. 71-08-02-333-012.000-026
Legal Description: 30 Ft S Side Lot 13 & 10 Ft N Side Lot 12 Cushings 1st
Commonly Known As: 722 Sherman Ave

Parcel VII:

Parcel No. 71-08-02-333-008.000-026
Legal Description: LOT 16 CUSHINGS 1ST
Commonly Known As: 736 Sherman Ave

Parcel VIII:

Parcel No. 71-08-02-333-006.000-026
Legal Description: LOT 18 CUSHINGS 1ST
Commonly Known As: 744 Sherman Ave

Parcel IX:

Parcel No. 71-08-02-332-025.000-026
Legal Description: "Lot 36 Ex 36' N End & 28' N Side Lot 37 Cushings 1st Add"
Commonly Known As: 737 Sherman Ave

Parcel X:
Parcel No. 71-08-02-332-026.000-026
Legal Description: 22 Ft S Side Lot 37 14 Ft N Side Lot 38 Cushings 1st
Commonly Known As: 729 Sherman Ave

Parcel XI:
Parcel No. 71-08-02-332-029.000-026
Legal Description: "17 Ft S Side Lot 39 & 17 Ft N Side Lot 40 Cushings 1st"
Commonly Known As: 723 Sherman Ave

Parcel XII:
Parcel No. 71-08-02-332-030.000-026
Legal Description: 33 FT S SIDE LOT 40 CUSHINGS 1ST
Commonly Known As: 721 Sherman Ave

Parcel XIII:
Parcel No. 71-08-02-332-032.000-026
Legal Description: LOT 42 CUSHINGS 1ST ADD
Commonly Known As: 713 Sherman Ave

Parcel XIV:
Parcel No. 71-08-02-476-022.000-026
Legal Description: "Lot 26 Ex 9 1/4 Ft S Side Kents Sub Bol 114 & S 1/2 Of Vac Alley N & Adj"
Commonly Known As: 528 N Scott St

Parcel XV:
Parcel No. 71-08-02-476-020.000-026
Legal Description: "Lot 24 80 Ft E End Kents Sub Bol 113 114 & S 1/2
Adj Vac Alley 01/02 Alley Vac"
Commonly Known As: 532 3/4 N Scott St

Parcel XVI:
Parcel No. 71-08-02-476-015.000-026
Legal Description: " Lot 6 Kents Sub Of Bol 113 & 114Adj Vac Alley 01/02 Alley Vac"
Commonly Known As: 602 N Scott St

Parcel XVII:
Parcel No. 71-08-02-476-014.000-026
Legal Description: LOT 8 MILLER'S SUB 113-114
Commonly Known As: 606 N Scott St

Parcel XVIII:

Parcel No. 71-08-02-476-010.000-026

Legal Description: 76.8ft W Side Lot 10 Millers Sub Of 113 & 114 & S 1/2 Vac Alley

Commonly Known As: 616 N Scott St

Parcel XIX:

Parcel No. 71-08-02-476-011.000-026

Legal Description: Lot 10 Ex 76.8ft W Side & Ex 36.5ft E Side Wm Millers Sub Of BOL 113-114 State Bank & Also S 1/2 Vac Alley 01-02 Vac Order 9106-00

Commonly Known As: Lot 1 behind 616 N Scott St

Parcel XX:

Parcel No. 71-08-02-476-012.000-026

Legal Description: 36.5' E Side Lot 10 Wm Millers Sub Of BOL 113-114 State Bank & S 1/2 Vac Alley 01-02 Vac Ord 9106-00

Commonly Known As: Lot 2 behind 616 N Scott St

Parcel XXI:

Parcel No. 71-08-02-476-009.000-026

Legal Description: 25.5' Off Entire S Side Lot 11 Wm Millers Sub Of B O L 113 & N 1/2 Vac Alley 01-02 Vac Order 9106-00

Commonly Known As: 618 N Scott St

Parcel XXII:

Parcel No. 71-08-02-476-008.000-026

Legal Description: 24' Off Ent N Side Lot 11 Wm Millers Sub Of B O L 113

Commonly Known As: 620 N Scott St

Parcel XXIII:

Parcel No. 71-08-02-454-023.000-026

Legal Description: EX 80 FT W END LOT 15 MILLERS SUB OF 113 & 114

Commonly Known As: 639 N Scott St

Parcel XXIV:

Parcel No. 71-08-02-454-034.000-026

Legal Description: Lot 19 & S 1/2 Vac Alley N & Adj Kents Sub Bol 113 & 114

Commonly Known As: 531 N Scott St

Parcel XXV:

Parcel No. 71-08-02-454-035.000-026

Legal Description: LOT 20 KENTS SUB BOL 113 114

Commonly Known As: 529 N Scott St

Parcel XXVI:

Parcel No. 71-08-02-454-036.000-026
Legal Description: LOT 21 KENTS SUB BOL 114
Commonly Known As: 525 N Scott St

Parcel XXVII:

Parcel No. 71-08-02-454-038.000-026
Legal Description: LOT 22 17 FT ON SCOTT ST S END N 1/2 12 1-4 FT ON MILL RACE S
OF KENTS SUB BOL 114
Commonly Known As: 521 N Scott St

EXHIBIT B

Form of Quit Claim Deed

HOLD FOR:
City of South Bend
227 W Jefferson Blvd., Ste 1400S
South Bend, IN 46601

AUDITOR'S RECORD:
TRANSFER NO. _____
TAXING UNIT: _____
DATE: _____
PARCEL No. See Attached

QUIT CLAIM DEED

THIS INDENTURE WITNESSETH THAT the Civil City of South Bend, Indiana, acting by and through its Board of Public Works (the "Grantor") CONVEYS AND QUIT CLAIMS TO the Department of Redevelopment of the City of South Bend, for the use and benefit of its Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission (the "Grantee"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the real estate located in St. Joseph County, Indiana:

See Attached Exhibit A

Grantor hereby conveys the Property subject to all covenants, restrictions, easements, and other matters of record.

The undersigned persons executing this Quit Claim Deed on behalf of the Grantor represent and certify that each has been fully empowered and authorized to execute this Quit Claim Deed and that all action necessary to complete this conveyance on Grantor's behalf has been duly taken.

[Signature page follows.]

Dated this _____ day of _____ 2024.

GRANTOR:

Civil City of South Bend, Indiana,
acting by and through its
Board of Public Works

By: _____
Elizabeth Maradik, President

ATTEST:

Theresa Heffner, Clerk

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

Before me, the undersigned, a Notary Public for and in said County and State this _____ day of _____, 2024, personally appeared Elizabeth Maradik and Theresa Heffner, known to me to be, respectively, as the President and Clerk of the City of South Bend, Indiana, Board of Public Works, the Grantor named herein, and acknowledged the execution of the foregoing Quit Claim Deed, being authorized by Resolution _____-2024 of the City of South Bend, Indiana, Board of Public Works so to do.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

_____, Notary Public
Resident of St. Joseph County, 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. Danielle Campbell Weiss

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

EXHIBIT A

Parcel I:

Parcel No. 71-08-02-335-005.000-026
Legal Description: LOT 5 CUSHINGS 1ST
Commonly Known As: 620 Sherman Ave

Parcel II:

Parcel No. 71-08-02-334-013.000-026
Legal Description: LOT 48 CUSHINGS 1ST
Commonly Known As: 619 Sherman Ave

Parcel III:

Parcel No. 71-08-02-335-008.000-026
Legal Description: LOT 2 40 FT W SIDE CUSHINGS FIRST ADD
Commonly Known As: Lincoln Way West and Sherman Ave

Parcel IV:

Parcel No. 71-08-02-334-015.000-026
Legal Description: EAST 32' LOT 50 CUSHINGS 1ST ADDN
Commonly Known As: 1031 Lincoln Way West

Parcel V:

Parcel No. 71-08-02-451-002.000-026
Legal Description: Ex 36 Ft W End Lot 52 Cushing & Lindsey
Commonly Known As: 633 Harrison Ave

Parcel VI:

Parcel No. 71-08-02-333-012.000-026
Legal Description: 30 Ft S Side Lot 13 & 10 Ft N Side Lot 12 Cushings 1st
Commonly Known As: 722 Sherman Ave

Parcel VII:

Parcel No. 71-08-02-333-008.000-026
Legal Description: LOT 16 CUSHINGS 1ST
Commonly Known As: 736 Sherman Ave

Parcel VIII:

Parcel No. 71-08-02-333-006.000-026
Legal Description: LOT 18 CUSHINGS 1ST
Commonly Known As: 744 Sherman Ave

Parcel IX:

Parcel No. 71-08-02-332-025.000-026

Legal Description: "Lot 36 Ex 36' N End & 28' N Side Lot 37 Cushings 1st Add"

Commonly Known As: 737 Sherman Ave

Parcel X:

Parcel No. 71-08-02-332-026.000-026

Legal Description: 22 Ft S Side Lot 37 14 Ft N Side Lot 38 Cushings 1st

Commonly Known As: 729 Sherman Ave

Parcel XI:

Parcel No. 71-08-02-332-029.000-026

Legal Description: "17 Ft S Side Lot 39 & 17 Ft N Side Lot 40 Cushings 1st"

Commonly Known As: 723 Sherman Ave

Parcel XII:

Parcel No. 71-08-02-332-030.000-026

Legal Description: 33 FT S SIDE LOT 40 CUSHINGS 1ST

Commonly Known As: 721 Sherman Ave

Parcel XIII:

Parcel No. 71-08-02-332-032.000-026

Legal Description: LOT 42 CUSHINGS 1ST ADD

Commonly Known As: 713 Sherman Ave

Parcel XIV:

Parcel No. 71-08-02-476-022.000-026

Legal Description: "Lot 26 Ex 9 1/4 Ft S Side Kents Sub Bol 114 & S 1/2 Of Vac Alley N & Adj"

Commonly Known As: 528 N Scott St

Parcel XV:

Parcel No. 71-08-02-476-020.000-026

Legal Description: "Lot 24 80 Ft E End Kents Sub Bol 113 114 & S 1/2
Adj Vac Alley 01/02 Alley Vac"

Commonly Known As: 532 3/4 N Scott St

Parcel XVI:

Parcel No. 71-08-02-476-015.000-026

Legal Description: " Lot 6 Kents Sub Of Bol 113 & 114Adj Vac Alley 01/02 Alley Vac"

Commonly Known As: 602 N Scott St

Parcel XVII:

Parcel No. 71-08-02-476-014.000-026

Legal Description: LOT 8 MILLER'S SUB 113-114

Commonly Known As: 606 N Scott St

Parcel XVIII:

Parcel No. 71-08-02-476-010.000-026

Legal Description: 76.8ft W Side Lot 10 Millers Sub Of 113 & 114 & S 1/2 Vac Alley

Commonly Known As: 616 N Scott St

Parcel XIX:

Parcel No. 71-08-02-476-011.000-026

Legal Description: Lot 10 Ex 76.8ft W Side & Ex 36.5ft E Side Wm Millers Sub Of BOL 113-114 State Bank & Also S 1/2 Vac Alley 01-02 Vac Order 9106-00

Commonly Known As: Lot 1 behind 616 N Scott St

Parcel XX:

Parcel No. 71-08-02-476-012.000-026

Legal Description: 36.5' E Side Lot 10 Wm Millers Sub Of BOL 113-114 State Bank & S 1/2 Vac Alley 01-02 Vac Ord 9106-00

Commonly Known As: Lot 2 behind 616 N Scott St

Parcel XXI:

Parcel No. 71-08-02-476-009.000-026

Legal Description: 25.5' Off Entire S Side Lot 11 Wm Millers Sub Of B O L 113 & N 1/2 Vac Alley 01-02 Vac Order 9106-00

Commonly Known As: 618 N Scott St

Parcel XXII:

Parcel No. 71-08-02-476-008.000-026

Legal Description: 24' Off Ent N Side Lot 11 Wm Millers Sub Of B O L 113

Commonly Known As: 620 N Scott St

Parcel XXIII:

Parcel No. 71-08-02-454-023.000-026

Legal Description: EX 80 FT W END LOT 15 MILLERS SUB OF 113 & 114

Commonly Known As: 639 N Scott St

Parcel XXIV:

Parcel No. 71-08-02-454-034.000-026

Legal Description: Lot 19 & S 1/2 Vac Alley N & Adj Kents Sub Bol 113 & 114

Commonly Known As: 531 N Scott St

Parcel XXV:

Parcel No. 71-08-02-454-035.000-026

Legal Description: LOT 20 KENTS SUB BOL 113 114

Commonly Known As: 529 N Scott St

Parcel XXVI:

Parcel No. 71-08-02-454-036.000-026

Legal Description: LOT 21 KENTS SUB BOL 114

Commonly Known As: 525 N Scott St

Parcel XXVII:

Parcel No. 71-08-02-454-038.000-026

Legal Description: LOT 22 17 FT ON SCOTT ST S END N 1/2 12 1-4 FT ON MILL RACE S
OF KENTS SUB BOL 114

Commonly Known As: 521 N Scott St



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 2/19/24
FROM: Erik Glavich, Director, Growth & Opportunity
SUBJECT: Resolution No. 3591 RealAmerica

_____ Pres/V-Pres

ATTEST: _____ Secretary

Date: _____

Approved Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

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

PURPOSE OF REQUEST: Adoption of Resolution No. 3591 which appropriates funds and finalizes the loan agreement with RealAmerica Development/Legacy25 for the Diamon View/Stadium Flats project

SPECIFICS: Adoption of this resolution by the Commission is the final step in providing TIF funds in the form of a forgivable loan to RealAmerica and its nonprofit arm, Legacy25. On January 11, the Commission approved the Development Agreement, Resolution No. 3587, which authorized the funding, and Resolution No. 3588, which approved the final form of the loan agreement. Subsequently, the Economic Development Commission on February 12 adopted a resolution that approved the form of loan agreement and the form of ordinance for the South Bend Common Council. The Common Council approved the ordinance on February 12 as well.

The Commission approved a Real Estate Purchase Agreement with RealAmerica Development LLC on July 22, 2021, which was amended on May 26, 2022; November 21, 2022; May 25, 2023; December 14, 2023, and February 8, 2024.

The adoption of this resolution would provide \$3.8 million via a forgivable loan in support of a 3-building project, which includes a 60-unit affordable apartment building (Diamond View Apartments) and two 45-unit market-rate apartment buildings (Stadium Flats).

INTERNAL USE ONLY: Project Code: _____;

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

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

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

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

_____ Going to BPW for Contracting? Y/N

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

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

RESOLUTION NO. 3591

SOUTH BEND REDEVELOPMENT COMMISSION
ADDITIONAL APPROPRIATION RESOLUTION

WHEREAS, the South Bend ("City") Redevelopment Commission ("Commission") has established the River West Development Allocation Area No. 1 ("Allocation Area") in the River West Development Area and in order to undertake certain local public improvements, including the construction of site work and infrastructure improvements needed to serve the development, construction and equipping of the redevelopment and development of: (i) a new residential apartment building containing at least seventy thousand (70,000) square feet, which shall include a minimum of sixty (60) total apartment units, of which all sixty (60) apartment units will be exclusively available for tenants at eighty percent (80%) or lower of the area median income; (ii) a second new residential apartment building containing at least fifty thousand (50,000) square feet, which shall include a minimum of forty-five (45) total market-rate apartment units; and (iii) a third new residential apartment building containing at least fifty thousand (50,000) square feet, which shall include a minimum of forty-five (45) total market-rate apartment units, on certain real estate acquired by Legacy25, Inc., an Indiana Nonprofit Corporation and RealAmerica Development, LLC (collectively, "Developer"), in or physically connected to the Allocation Area;

WHEREAS, the Common Council of the City adopted its loan ordinance ("Loan Ordinance") on February 12, 2024, which Loan Ordinance authorizes the issuance and funding of its Taxable Economic Development Revenue Note, Series 2024 (RealAmerica Project) ("Series 2024 Note") from the City to the Developer, in an amount not to exceed \$3,800,000, as evidence of a loan to the Developer ("Loan"), to finance a portion of the Project;

WHEREAS, the Commission has pledged TIF Revenues (as defined in the Loan Ordinance) junior and subordinate to any outstanding bonds payable from TIF Revenues and any bonds issued in the future on a parity with any outstanding bonds on hand or to be on hand to the funding of the Series 2024 Note; and

WHEREAS, the Commission has published notice in accordance with IC 5-3-1 and IC 6-1.1-18-5, and on February 22, 2024 held a public hearing regarding the appropriation of the proceeds of the TIF Revenues to the funding of the Series 2024 Note;

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

1. An appropriation in an amount not to exceed Three Million Eight Hundred Thousand Dollars (\$3,800,000), and interest earned thereon, is hereby made to be applied to the funding of the Series 2024 Note, as evidence of the Loan, and the funds to meet this appropriation will be provided out of TIF Revenues collected in the Allocation Area. This appropriation is in addition to all other appropriations provided for in the existing budget and tax levy of the South Bend Redevelopment District for the current year.

2. The fiscal officer of the Commission is hereby authorized and directed to provide information to the Department of Local Government Finance concerning this appropriation.

3. This resolution shall be in full force and effect immediately upon its adoption.

Adopted at a meeting of the Commission held on February 22, 2024, in South Bend, Indiana.

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I Jones, President

ATTEST:

Vivian G Sallie, Secretary

**NOTICE TO TAXPAYERS
OF ADDITIONAL APPROPRIATION HEARING**

Notice is hereby given that the City of South Bend Redevelopment Commission ("Commission") will hold a public hearing at 9:30 a.m. on February 22, 2024 at the County/City Building, 13th Floor, 227 West Jefferson Blvd, South Bend, Indiana or via <https://tinyurl.com/RedevelopmentCommission>, to consider an appropriation in an amount not to exceed \$3,800,000 to fund a forgivable loan to Legacy25, Inc., an Indiana Nonprofit Corporation and RealAmerica Development, LLC (collectively, "Developer"), common entities desiring to share the rights and obligations under the development agreement, to finance the redevelopment and development of: (i) a new residential apartment building containing at least seventy thousand (70,000) square feet, which shall include a minimum of sixty (60) total apartment units, of which all sixty (60) apartment units will be exclusively available for tenants at eighty percent (80%) or lower of the area median income; (ii) a second new residential apartment building containing at least fifty thousand (50,000) square feet, which shall include a minimum of forty-five (45) total market-rate apartment units; and (iii) a third new residential apartment building containing at least fifty thousand (50,000) square feet, which shall include a minimum of forty-five (45) total market-rate apartment units on certain real estate acquired by the Developer, in or physically connected to the River West Development Area and the River West Development Area Allocation Area No. 1, and pursuant to a forgivable loan agreement between the City and the Developer ("Loan Agreement"). The funds to meet such additional appropriation are to be provided from TIF Revenues (as defined in the Loan Agreement) on hand or to be on hand, junior and subordinate to any outstanding bonds payable from TIF Revenues and any bonds issued in the future on a parity with any outstanding bonds, pledged by the Commission. You are invited to attend and participate in the public hearing.

The foregoing appropriation is in addition to all appropriations provided for in the existing budget and tax levy.

Taxpayers appearing at said meeting shall have the right to be heard in respect to said additional appropriation.

Dated: February 12, 2024

SOUTH BEND REDEVELOPMENT COMMISSION

HSPAXLP 1x 2/12/2024

RESOLUTION NO. 3593

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION
APPROVING SUBORDINATION OF LOAN, ACCEPTING GUARANTY, AND
AUTHORIZING EXECUTION OF AGREEMENTS**

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

WHEREAS, the Commission closed on a sale of certain real estate located at 3408 Ardmore Trail, South Bend, Indiana (the “Property”), to the Career Academy of South Bend, Inc., an Indiana nonprofit corporation (“Career Academy”) on February 18, 2015; and

WHEREAS, as a part of the transaction, the Career Academy executed a mortgage and promissory note in favor of the Commission, in which the Career Academy would make annual payments in increasing amounts on the purchase price commencing on or about February 18, 2018, through February 18, 2031; and

WHEREAS, the Career Academy has been paying the amounts due and owing in a timely manner; and

WHEREAS, the Career Academy is entering into a financial transaction to issue bonds in furtherance of its mission and has requested a subordination of the City’s mortgage on the Property and the promissory note in favor of the bond purchaser; and

WHEREAS, the projects to be financed by the bonds will benefit the residents of the City of South Bend (the “City”); and

WHEREAS, concurrent with the subordination, the Commission will obtain a guaranty from The Garatoni-Smith Family Foundation for the payment of amounts due and owing under the note; and

WHEREAS, the Commission desires to support the projects by approving the subordination transaction, accepting the guaranty, and authorizing the City’s Executive Director of Community Investment to execute the relevant documents once approved by City’s Corporation Counsel.

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

1. The Commission hereby ratifies and approves subordination of its Real Estate Mortgage and Security Agreement and its Promissory Note to a senior lender pursuant to the Career Academy’s issuance of Educational Facilities Revenue Bonds, Series 2024A and Educational Facilities Revenue Bonds, Series 2024B.

2. The Commission authorizes the City's Corporation Counsel to negotiate the terms of the subordination agreement and guaranty on its behalf.

3. The Executive Director of the City's Department of Community Investment is hereby authorized and instructed to execute the final subordination agreement, as well as any necessary ancillary documents, and to accept the guaranty on behalf of the Commission.

4. This Resolution will be in full force and effect upon its adoption by the Commission.

Signature Page Follows

ADOPTED at a meeting of the South Bend Redevelopment Commission held on February 22, 2024.

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I Jones, President

ATTEST:

Vivian G Sallie, Secretary



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 2/20/2024
FROM: Joseph Molnar
SUBJECT: Resolution Authorizing Terms of Settlement
with Bear Brew Brewery

_____ Pres/V-Pres

ATTEST: _____ Secretary

Date: _____

APPROVED Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

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

PURPOSE OF REQUEST: Approval of the Resolution Approving Terms of Settlement with Bear Brew LLC

Specifics: In August of 2016, the Redevelopment Commission (RDC) and Bear Brew LLC (formerly Bear Hands Brewery) entered into a Real Estate Purchase Agreement (Agreement) regarding the sale of the real property located at 331 W Wayne St. In the subsequent years the Agreement was amended seven (7) times extending the timeline for certain improvements as well as modifying the Agreement’s original terms. As part of the amended Agreement, Bear Brew was to perform certain improvements on the Property and expend no less than Four Hundred Fifty-Five Thousand Eight Hundred Twenty-Eight Dollars (\$455,828.00) on said improvements in the service of creating a brewpub restaurant on the Property.

Since the execution of the Agreement, and primarily in 2023, Bear Brew undertook certain actions to prepare the Property for the improvements contemplated in the Agreement, and expended financial resources improving the Property; however, the improvements as outlined in Section 12 of the amended Purchase Agreement will not be completed and the deadline for final completion has passed. RDC staff have confirmed through a site inspection as well as investigation of invoices that Bear Brew undertook limited improvements to the Property.

The Agreement contained a reversion clause, which provided that if Bear Brew failed to meet its development and expenditure obligations, Bear Brew shall convey all of its rights and interests in the Property to the City, free of all liens and encumbrances, subject to the Seller’s payment to Bear Brew 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 order to avoid litigation, the Department of Law for the City of South Bend and RDC staff have negotiated a Settlement Agreement (Settlement) with Bear Brew to enable the RDC to re-take the Property quickly and efficiently.

Staff requests approval of the Resolution Approving Terms of Settlement (Resolution) which ratifies and approves the re-acquisition of the Property in exchange for payment to Bear Brew of the actual costs of Bear Brew's improvements to the Property. The Resolution approves an amount not to exceed \$98,000.00 to be expended in furtherance of the re-acquisition of the Property, which covers the payment to Bear Brew, resolution of any outstanding encumbrances and liens, and other costs associated with reacquisition including the recording of the deed. Bear Brew has also turned over environmental reviews of the site as well as architectural and engineering documents related to the Property. The Resolution authorizes the Corporation Counsel of the City of South Bend to execute the final Settlement.

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 \$ _____

RESOLUTION NO. 3592

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

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

WHEREAS, the Commission entered into a Real Estate Purchase Agreement (“Agreement”), dated effective August 25, 2016, as amended by a First Amendment to Real Estate Purchase Agreement, dated effective October 27, 2016, a Second Amendment to Real Estate Purchase Agreement, dated effective December 15, 2016, a Third Amendment to Real Estate Purchase Agreement, dated effective 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 9, 2020, an Assignment and Assumption Agreement dated effective September 16, 2021, a Sixth Amendment to Real Estate Purchase Agreement, dated effective March 31, 2022, and a Seventh Amendment to Purchase Agreement, dated effective February 1, 2023 (together, the “Agreement” attached as Exhibit A), in which the City (“City”) agreed to sell and Bear Brew LLC (“Bear Brew”) agreed to develop certain real property located at 331 W. Wayne St., South Bend, Indiana (the “Property”); and

WHEREAS, as a part of the Agreement, Bear Brew was to perform certain improvements on the Property and expend no less than Four Hundred Fifty-Five Thousand Eight Hundred Twenty Eight Dollars (\$455,828.00) on said improvements, including the interior and exterior improvements to 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; and

WHEREAS, subsequent to the execution of the Purchase Agreement, Bear Brew undertook certain actions to prepare the Property for the improvements as contemplated in the Purchase Agreement; however, the improvements as outlined in Section 12 of the Purchase Agreement will not be completed; and

WHEREAS, the Purchase Agreement contained a reversion clause, which provided that if Bear Brew failed to meet its development and expenditure obligations, Bear Brew shall convey all of its rights and interests in the Property to the City, free of all liens and encumbrances, subject to the Commission’s payment to Bear Brew of the actual cost of Bear Brew’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; and

WHEREAS, following the deadline for completion contemplated by the Agreement, Bear Brew submitted invoices and receipts to Redevelopment staff to verify the limited improvements made to the Property during the Agreement term, and Redevelopment staff confirmed such improvements were made through a site inspection at the Property; and

WHEREAS, Bear Brew has further provided to Redevelopment staff all environmental, engineering, and architectural reports commissioned by Bear Brew pertaining to plans for the development of the Property; and

WHEREAS, to avoid litigation, Redevelopment and Department of Law staff have negotiated a Settlement Agreement with Bear Brew to enable the Commission to re-take the Property quickly and efficiently.

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

1. The Commission hereby ratifies and approves the re-acquisition of the Property in exchange for payment to Bear Brew of the actual cost of Buyer's improvement to the Property, less the value of any existing liens or encumbrances, including unpaid taxes, outstanding on the Property, in accordance with the terms of the Agreement.

2. The Commission authorizes Redevelopment staff to remit payment equal to the value of any existing liens or encumbrances outstanding on the Property directly to the entity owed.

3. The Commission further authorizes Redevelopment staff to act on behalf of the Commission in presenting the deed returning the Property to the Commission for recordation in the Office of the Recorder of St. Joseph County, Indiana and to remit payment for any associated costs.

4. The total amount to be expended in furtherance of re-acquisition of the Property shall not exceed Ninety-Eight Thousand Dollars (\$98,000.00).

5. The Commission authorizes members of the Department of Law to negotiate any remaining terms of the Settlement Agreement on its behalf.

6. The Corporation Counsel of the City of South Bend, Indiana is hereby authorized and instructed to execute the final Settlement Agreement.

7. This Resolution will be in full force and effect upon its adoption by the Commission.

Signature Page Follows

ADOPTED at a meeting of the South Bend Redevelopment Commission held on February 22, 2024.

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I Jones, President

ATTEST:

Vivian G Sallie, Secretary

EXHIBIT A

Real Estate Purchase Agreement and Amendments

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

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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 re-vest in the Grantor the estate conveyed to the Grantee by this deed and all of the Grantee's rights and interests in the Property without offset or compensation for the value of any investments improvements made by the Grantee after the

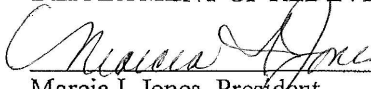
delivery of this deed to the Grantee. The recordation of a Certificate of Completion in accordance with Section 12 of the Agreement will forever release and discharge the Grantor's reversionary interest stated in the foregoing sentence.

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.

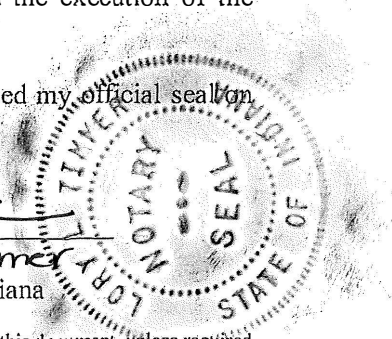
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the 25th day of August, 2016.

My Commission Expires:

September 23, 2017



Notary Public Lory L. Timmer
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 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 (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 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:

410 W Wayne Street, LLC, an Indiana limited liability company

By: 

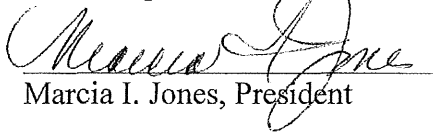
Printed: JIM PRIEBKE

Its:

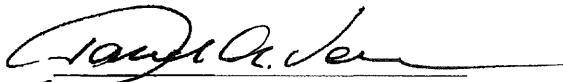
Dated: 10/28/16

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

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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 Coveside 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.

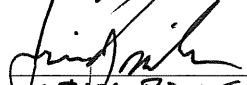
3. Capitalized terms used in this Second Amendment will have the meanings set forth in the Purchase Agreement unless otherwise stated herein.

[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.

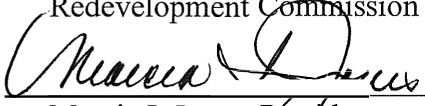
BUYER:

410 W Wayne Street LLC, an Indiana limited liability company

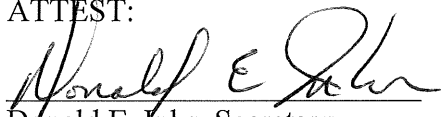
By: 
Printed: JIM PRIEBE
Its:
Dated: 12/14/16

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

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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

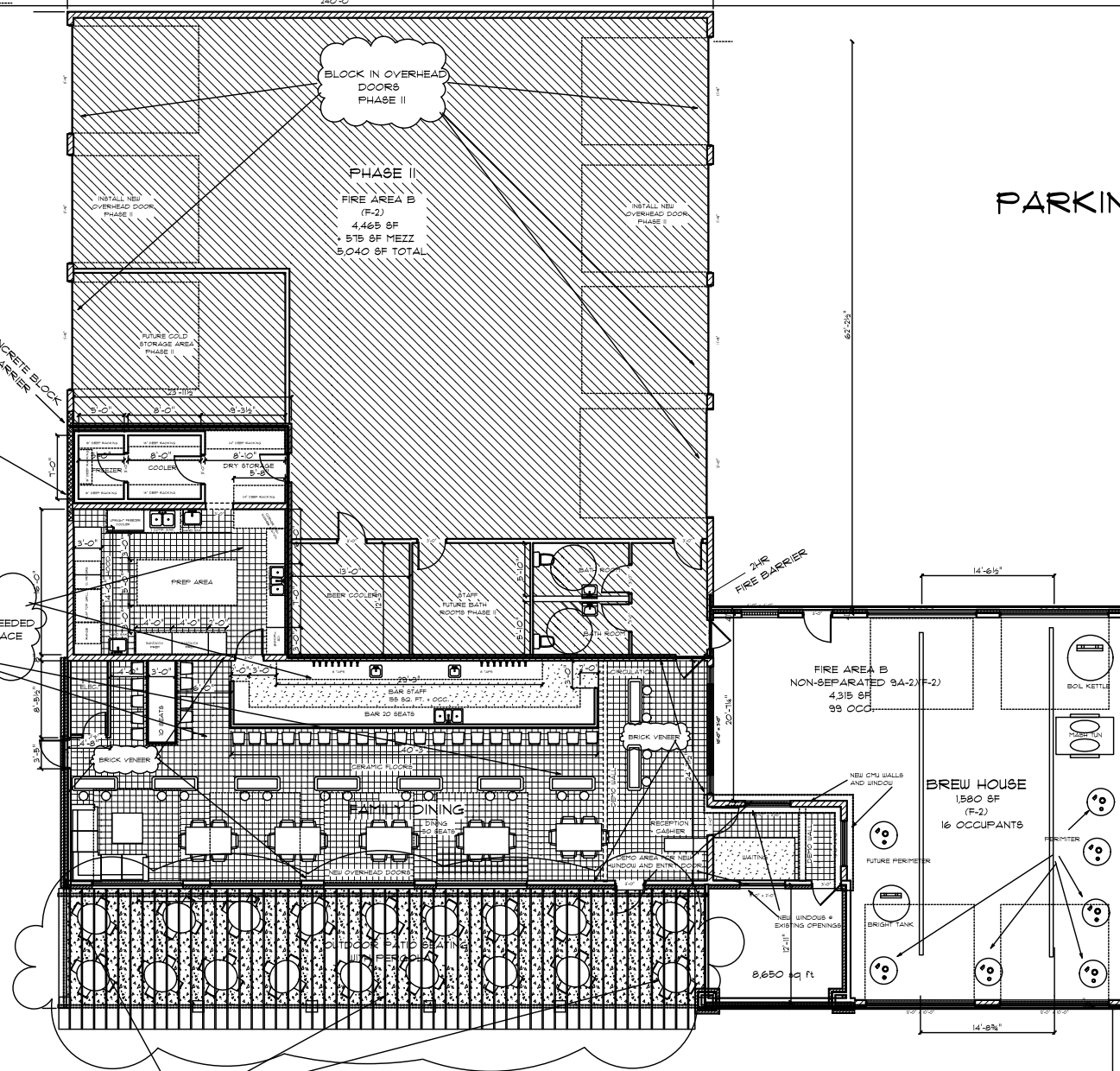
Its: OWNER

Date: 1/8/20

EXHIBIT C
Project Plan
(Attached)

WAYNE STREET

WILLIAM STREET



PARKING

PARKING

PARKING

PARKING
45 parking spaces

DEMO AREA
REMOVE DAMAGED
PAVING AND REPLACE AS NEEDED

REMOVE EXISTING OVERHEAD
DOOR AND REPLACE WITH
CONCRETE BLOCK FOR NEW KITCHEN AREA

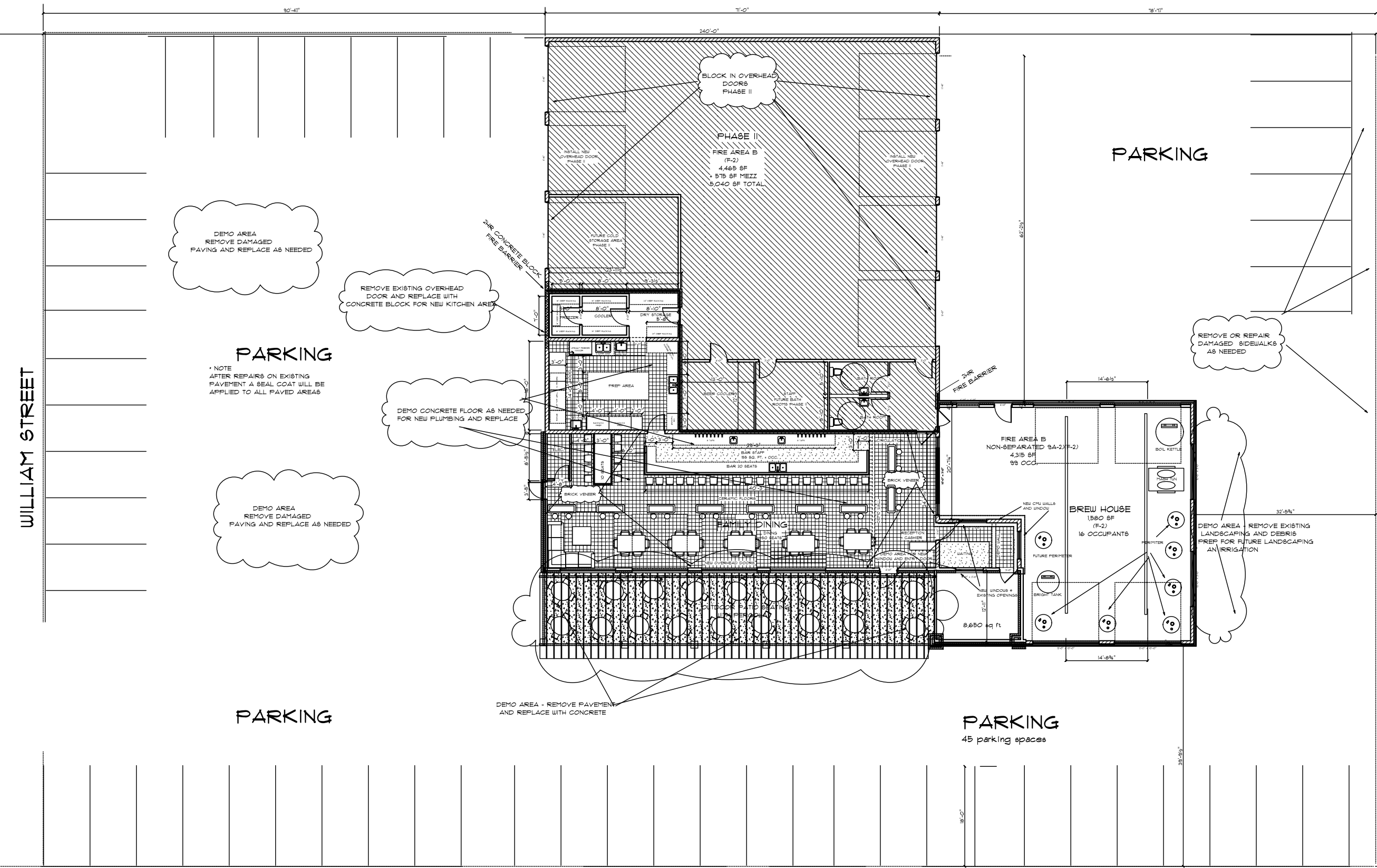
DEMO CONCRETE FLOOR AS NEEDED
FOR NEW PLUMBING AND REPLACE

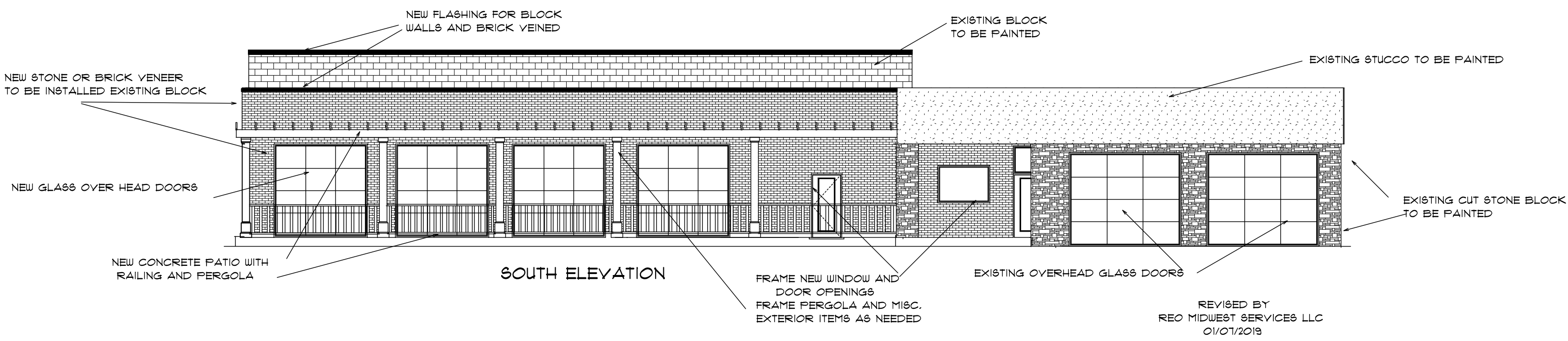
DEMO AREA
REMOVE DAMAGED
PAVING AND REPLACE AS NEEDED

REMOVE OR REPAIR
DAMAGED SIDEWALKS
AS NEEDED

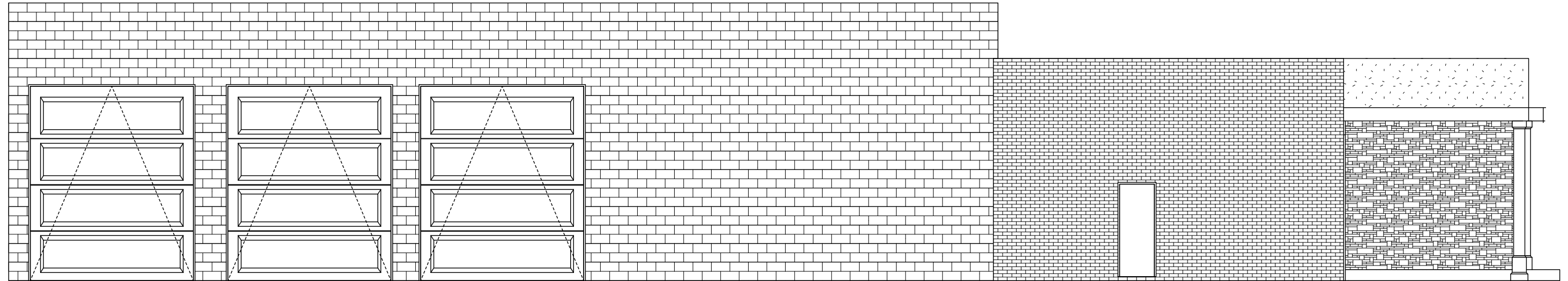
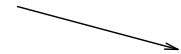
DEMO AREA - REMOVE EXISTING
LANDSCAPING AND DEBRIS
PREP FOR FUTURE LANDSCAPING
AND IRRIGATION

DEMO AREA - REMOVE PAVEMENT
AND REPLACE WITH CONCRETE





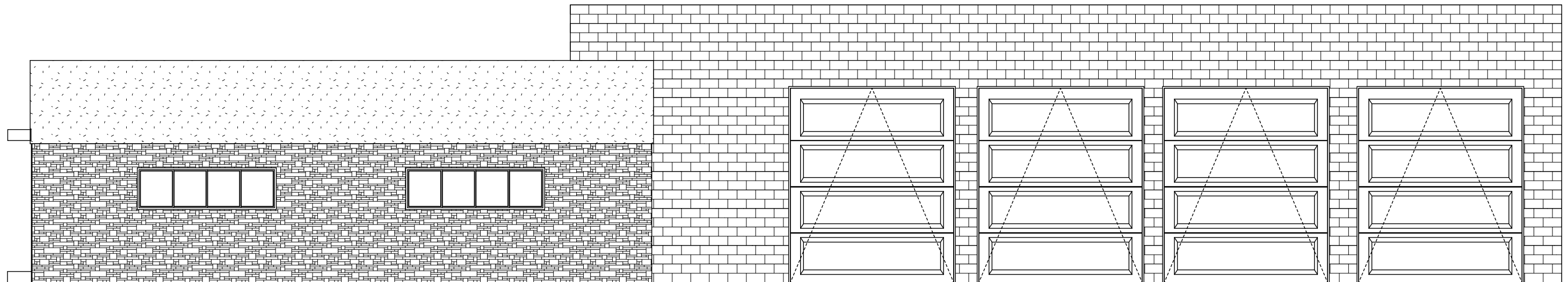
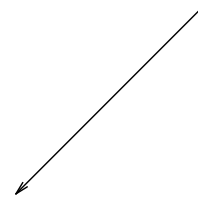
PHASE II
RE PAINT ALL
EXTERIOR BLOCK



WEST ELEVATION

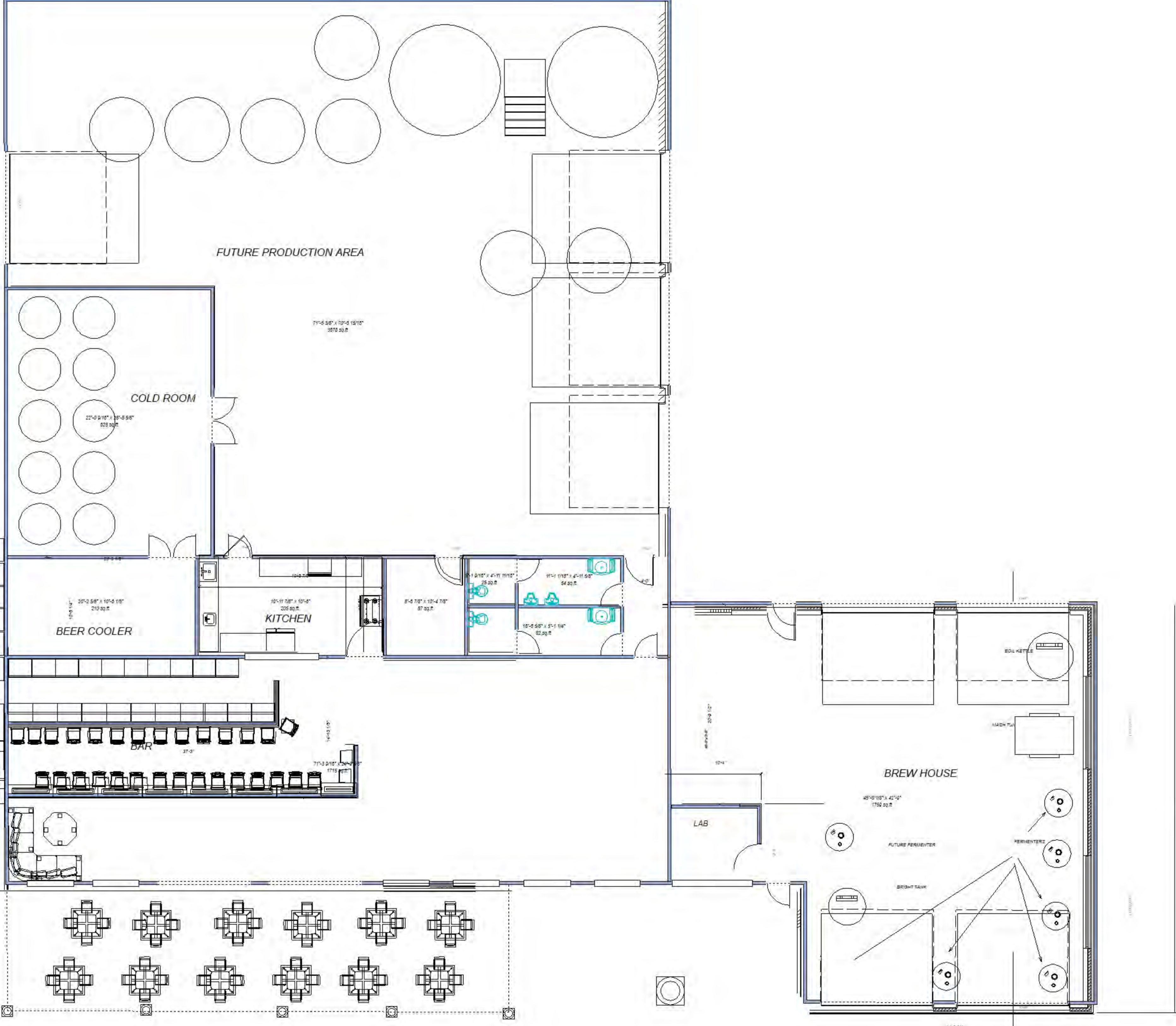
PAINT EXISTING
SURFACE EXTERIOR
PHASE I

RE PAINT BLOCK ON WAREHOUSE
PHASE II



EAST ELEVATION

REVISED BY
REO MIDWEST SERVICES LLC
01/07/2019



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.

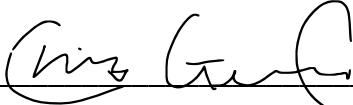
SOUTH BEND REDEVELOPMENT COMMISSION

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

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.

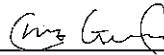
11. Severability. If any provision of this Assignment shall be held invalid, illegal, or unenforceable, the validity, legality or enforceability of the other provisions of this Assignment shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and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

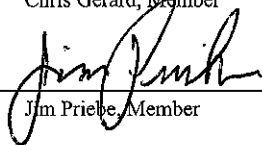
12. Further Assurances. The parties hereto agree to execute such further documents and agreements as may be necessary or appropriate to effectuate the purpose of this Assignment.

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

ASSIGNOR:

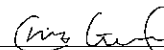
410 W WAYNE STREET LLC

By: 
Chris Gerard, Member

By: 
Jim Priebe, Member

ASSIGNEE:

BEAR BREW LLC

By: 
Chris Gerard, Member

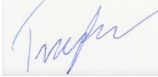
AGREED, ACKNOWLEDGED AND CONSENTED TO:

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

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: May ____, 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:

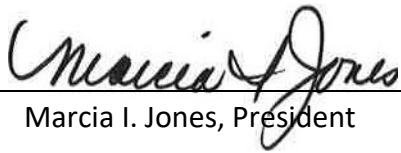
Buyer shall also complete a rough-in inspection with the Building Department prior to March 1, 2023 (the “Project Rough-In Inspection Date”).

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