

Department of
Community Investment

Memorandum

Tuesday, November 10, 2015

TO: Redevelopment Commission
FROM: Brock Zeeb, Director of Economic Resources
SUBJECT: Sale of property (Millennium Site) 604 Scott Street Update

On October 29th the Commission approved the sale of the Millennium Site to Millennium Parcel LLC, an affiliate of Union Station Technology Center.

To close on the property staff requests approval of the following three (3) documents: updated Purchase agreement, updated Environmental Agreement and Deed transferring part of vacated United Drive to Building Corp.

Purchase agreement is updated with a new legal description for Millennium Parcel and updates the requirement to record the environmental restrictive covenants (ERC - IDEM Letter) from immediately after closing to upon receipt of the ERC letter.

Environmental Indemnity Agreement is updated with a new legal description for Millennium Parcel.

Deed to Building Corp. is deeding to the Building Corporation the west side of vacated United Drive from the Commission to the Building Corporation to allow the Building Corporation to grant certain easements, including the easement called for in the Commission's Purchase Agreement with Millennium Parcel LLC.

Staff requests approval of the three documents in anticipation of a closing date of November 20th.



FIRST AMENDMENT TO
AGREEMENT FOR SALE OF LAND FOR PRIVATE DEVELOPMENT

This First Amendment to Agreement for Sale of Land for Private Development (this "First Amendment") is entered into as of the 12th day of November, 2015 (the "Effective Date") by and between the South Bend Redevelopment Commission (referred to herein as the "Commission" or "Seller") and Millennium Parcel, LLC, an Indiana limited liability company (referred to herein as "Buyer").

WHEREAS, Buyer and Seller are parties to the Agreement for Sale of Land for Private Development dated October 29, 2015 (the "Agreement"); and

WHEREAS, Buyer and Seller have determined to exclude from the legal description of the Real Estate (to be conveyed to Buyer, as defined in the Agreement) the real property consisting of the west half of vacated United Drive (also known as Prairie Drive) lying east of the remainder of the Real Estate (the "United Drive Parcel"); and

WHEREAS, rather than selling the United Drive Parcel to Buyer, Seller will convey its interest in the United Drive Parcel to the City of South Bend Building Corporation, which owns the real property abutting United Drive Parcel to the east, for the purpose of granting certain easements to Buyer and to Studebaker Building 84 LLC, an affiliate of Buyer; and

WHEREAS, Buyer and Seller desire to amend the legal description of the Real Estate to reflect the above intentions as well as certain other provisions of the Agreement in accordance with the terms of this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein and in the Agreement, Buyer and Seller agree as follows:

1. Exhibit A to the Agreement, which sets forth the legal description of the Real Estate, is deleted in its entirety and **Amended Exhibit A** attached hereto is inserted in its place.
2. Exhibit B to the Agreement is eliminated and Section 4, subsection (d) of the Agreement is deleted in its entirety and the following is inserted in its place: "(d) any environmental restrictive covenant arising out of the anticipated Final Comfort Letter (as defined in the Environmental Indemnification Agreement identified below), which Buyer will execute and record immediately after Closing;"
3. Exhibit D to the Agreement is deleted in its entirety and **Amended Exhibit D** attached hereto is inserted in its place.
4. All provisions of the Agreement remain in full force and effect unless expressly modified by this First Amendment.

IN WITNESS HEREOF, the parties, by their respective duly authorized officers, execute this Agreement on the date set forth below the name of each.

MILLENNIUM PARCEL, LLC

By: _____

Its: _____

Dated: _____

SOUTH BEND REDEVELOPMENT COMMISSION

By: _____

Its: _____

Dated: _____

ATTEST:

By: _____

Its: _____

Dated: _____

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AMENDED EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

That part of the Southeast Quarter of Section 11, Township 37 North, Range 2 East, Portage Township, City of South Bend, St. Joseph County, Indiana which is described as: A Portion of Bank Outlot # 60 as shown on the Plat of "State Bank of Indiana Plat of Outlots, Town of South Bend" as recorded on January 8, 1847 in the records of the St. Joseph County, Indiana recorder's office and being more particularly described as: Bank Outlot # 60 of said Plat and being bounded on the North by the Penn Central Railroad Right-of-way (A.K.A. Conrail Railroad), on the East by Prairie Avenue (A.K.A. United Drive) on the South by the Plat of "Ford's Subdivision of a Portion of Bank Outlot # 60" as recorded in the records of said Recorder's Office and on the West by Scott Street;

Also that part of the Southeast Quarter of Section 11, Township 37 North, Range 2 East, Portage Township, City of South Bend, St. Joseph County, Indiana which is described as: the Plat of "Ford's Subdivision of a Portion of Bank Outlot # 60" as recorded in the records of the St. Joseph County, Indiana Recorder's Office;

Also the West half of Vacated Prairie Avenue (A.K.A. United Drive) which is bounded on the North by the Penn Central Railroad Right-of-way (A.K.A. Conrail Railroad) and on the South by the North line of the Plat of "Public Works Service Center Minor" subdivision as recorded by Document No. 0347708 in the Records of the St. Joseph County, Indiana Recorder's Office, being extended West to a point of intersection with the West right-of-way line of said Vacated Prairie Avenue (A.K.A. United Drive).

Subject to all legal highways, easements and restrictions of record.

AMENDED EXHIBIT D

ACCESS AND UTILITY EASEMENT AND PARKING LICENSE AGREEMENT

(See attached)

ACCESS AND UTILITY EASEMENT AND PARKING LICENSE AGREEMENT

This Access and Utility Easement Agreement (this "Easement") is made and entered into this ___ day of _____, 2015 (the "Effective Date"), by and between the City of South Bend Building Corporation (the "City"), and Millennium Parcel LLC, an Indiana limited liability company of 6561 Lone Wolf Drive, Suite 100, South Bend, Indiana 46628 (the "Company").

Recitals

A. City owns in fee simple the real property described as easement area E in attached **Exhibit A** (the "Easement Parcel"); and

B. Company owns in fee simple the real property described in attached **Exhibit B** (the "Company Parcel"), which abuts the Easement Parcel to the west; and

C. Company desires to obtain from City an easement for access over the Easement Parcel to the Company Parcel and for access to the Company Parcel and for the installation of certain utilities; and

D. City desires to obtain from Company an easement for access over the Company Parcel; and

E. City and Company have agreed to grant to one another easements over the Easement Parcel and the Company Parcel, respectively, for the purposes and on the terms and conditions stated in this Easement.

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

1. **Grant of Easement to Company.** City hereby grants to Company, its successors and assigns, a non-exclusive easement for the following limited purposes: (a) for vehicular ingress and egress over and across the Easement Parcel to and from the Company Parcel by Company and its agents, contractors, and employees; and (b) for Company's installation, use, and maintenance of utility lines, pipes, duct banks, and security equipment below the grade of the surface of the Easement Parcel as such surface existed on the Effective Date of this Easement, provided that the City has first approved Company's plans for installing any such elements, which approval the City may not unreasonably withhold and with respect to which the City will incur no costs. The parties agree that Company will have no right under this Easement to install any above-grade utility lines, pipes, duct banks, security equipment, or other property or fixtures of any kind on, across, or above the Easement Parcel.

2. **Grant of Easement to City.** Company hereby grants to City, its successors and assigns, a non-exclusive easement for vehicular ingress and egress, by City and its agents,

contractors, and employees, over and across the portion of the Company Parcel described in attached Exhibit C (the "City Access Area") for access between the Easement Parcel and the adjacent real property that the City of South Bend may use pursuant to the terms of the Reciprocal Easement Agreement & License In Land dated August 28, 2000, recorded on September 1, 2000, as Document Number 0042016 in the Office of the Recorder of St. Joseph County, Indiana, and any subsequent amendments thereto.

3. License for Passenger Vehicle Parking. City hereby grants Company's guests, invitees, and employees a revocable license to park passenger vehicles upon the Easement Parcel in a manner that does not interfere with the City's use of the Easement Parcel. City may revoke said license at any time and in its sole discretion upon notice to Company.

4. Gate. Company may erect and maintain a fence and one (1) gate within the portion of the Easement Parcel depicted in attached Exhibit D (the "Gate Area"). Before constructing any fence or gate in the Gate Area, Company will obtain City's written consent and approval of plans for installing any such elements. Company's right to construct and use such elements in the Gate Area is conditioned upon City's ability to open, close, and otherwise use the gate for ingress and egress of City's vehicles at all times without assistance from Company. By way of illustration and not limitation, Company could satisfy the access requirement stated in the foregoing sentence by providing to City a key, code, or other device to open the gate and by programming the gate to close and lock automatically without any further act by City.

5. Maintenance; Restoration. City will, at its sole expense, maintain and repair the Easement Parcel so that it will at all times remain in as good a condition as exists upon the Effective Date of this Easement. In the event Company disturbs or damages any part of the Easement Parcel in the course of installing elements permitted under Sections 1 and 3 of this Easement, Company will promptly restore the Easement Parcel to substantially the same condition that existed immediately prior to such installation.

6. Clear Path of Travel. City and City's agents and employees will place no permanent structures in, on, or over the Easement Parcel that will obstruct or interfere with the Company's use of the Easement without Company's prior consent.

7. City's Representations. City represents and warrants that it is lawfully seized of the Easement Parcel, that it has full right and power to grant the Easement, and that the Easement Parcel is free from all encumbrances, except any matters of record.

8. City's Indemnification. City shall indemnify and hold Company harmless from and against claims resulting from City's use of the Easement Parcel, or resulting from the negligent or intentional acts of City, its tenants, agents, contractors, employees, licensees and invitees.

9. Company's Indemnification; Insurance. Company shall indemnify and hold City harmless from and against claims resulting from damage to any property upon the Easement Parcel or injury to any person upon the Easement Parcel, caused by Company or Company's tenants, agents, contractors, employees, licensees or invitees during the exercise of its rights pursuant to this Easement. In addition, Company will maintain commercial general liability

insurance coverage in the minimum amount of at least \$5,000,000 per occurrence and will designate the City of South Bend as an additional insured under any such policy of insurance. Immediately upon the execution of this Easement, Company will produce to City a certificate of insurance evidencing the same.

10. Enforcement. Each party shall have the right to enforce the terms and conditions of this Easement pursuant to the rights and remedies available under applicable law.

11. Reservation of Rights. City reserves the free use of the Easement Parcel in any manner not inconsistent with the terms of this Easement but may not assign, grant, or convey other rights in or to the Easement Parcel to any person or entity at any time without the written consent of Company.

12. Reservation of Existing Utilities and Easements. City reserves its rights to access, maintain, repair, and otherwise manage the existing sewer and other utilities lying beneath or across the Easement Parcel, as expressly contemplated in Ordinance No. 10157-12 of the South Bend Common Council dated April 25, 2012. Company acknowledges and it agrees that Company will be entitled to no compensation in the event City temporarily obstructs or otherwise uses the Easement Parcel in connection with necessary maintenance or repairs to said facilities.

13. Covenant Running with the Land. Except for the license granted in Section 2, City and Company intend that each of the rights and obligations set forth herein shall run with the land and create equitable servitudes burdening the Easement Parcel and benefitting the Company Parcel, shall bind every person having any fee, leasehold or other interest therein and shall inure to the burden or benefit of the respective parties and their successors, assigns, heirs and personal representatives.

14. Cross References. The last deed of record to the real estate of which the Easement Parcel is a part is Document Number _____ in the Office of the Recorder for St. Joseph County, Indiana. The last deed of record to the real estate of which the Company Parcel is a part is Document Number _____ in the Office of the Recorder for St. Joseph County, Indiana.

15. Recording. This Easement, as well as any instrument releasing or terminating the Easement, shall be duly recorded in the Office of the Recorder of St. Joseph County, Indiana, and all recording fees will be paid by Company.

16. Governing Law. This Easement shall be governed and construed in accordance with the laws of the State of Indiana.

* * * * *

IN TESTIMONY WHEREOF, the City has signed this Access And Utility Easement Agreement to be effective as of the Effective Date.

CITY OF SOUTH BEND BUILDING CORPORATION

_____, President

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

Before me, a Notary Public in and for said County and State, personally appeared _____, as _____ of the City of South Bend Building Corporation and acknowledged the execution on behalf of said corporation, having been authorized to, the of the foregoing Access And Utility Easement Agreement for the uses and purposes therein contained.

WITNESS my hand and seal this ____ day of ____, 2015.

My Commission Expires: _____ Notary Public

_____ (Printed Name)

Resident of _____ County, Indiana

EXHIBIT A

Description of Easement Parcel

(also known as easement area E)

That part of the Southeast Quarter of Section 11, Township 37 North, Range 2 East, Portage Township, City of South Bend, St. Joseph County, Indiana which is described as: a 40 ft. wide Easement, 20 ft. either side of the following described Centerline: Beginning at the intersection of the Centerline of Vacated Prairie Avenue (A.K.A. United Drive) with the North line of the Plat of "Public Works Service Center Minor" subdivision as recorded by Document No. 0347708 in the Records of the St. Joseph County, Indiana Recorder's Office, being extended West to said Centerline; thence along said Centerline S. 29°-30'-57" W. a distance of 444 feet more or less to a point of intersection with the East right-of-way line of Scott Street and the point of termination.

EXHIBIT B

Description of Company Parcel

That part of the Southeast Quarter of Section 11, Township 37 North, Range 2 East, Portage Township, City of South Bend, St. Joseph County, Indiana which is described as: A Portion of Bank Outlot # 60 as shown on the Plat of "State Bank of Indiana Plat of Outlots, Town of South Bend" as recorded on January 8, 1847 in the records of the St. Joseph County, Indiana recorder's office and being more particularly described as: Bank Outlot # 60 of said Plat and being bounded on the North by the Penn Central Railroad Right-of-way (A.K.A. Conrail Railroad), on the East by Prairie Avenue (A.K.A. United Drive) on the South by the Plat of "Ford's Subdivision of a Portion of Bank Outlot # 60" as recorded in the records of said Recorder's Office and on the West by Scott Street;

Also that part of the Southeast Quarter of Section 11, Township 37 North, Range 2 East, Portage Township, City of South Bend, St. Joseph County, Indiana which is described as: the Plat of "Ford's Subdivision of a Portion of Bank Outlot # 60" as recorded in the records of the St. Joseph County, Indiana Recorder's Office;

Also the West half of Vacated Prairie Avenue (A.K.A. United Drive) which is bounded on the North by the Penn Central Railroad Right-of-way (A.K.A. Conrail Railroad) and on the South by the North line of the Plat of "Public Works Service Center Minor" subdivision as recorded by Document No. 0347708 in the Records of the St. Joseph County, Indiana Recorder's Office, being extended West to a point of intersection with the West right-of-way line of said Vacated Prairie Avenue (A.K.A. United Drive).

Subject to all legal highways, easements and restrictions of record.

EXHIBIT C

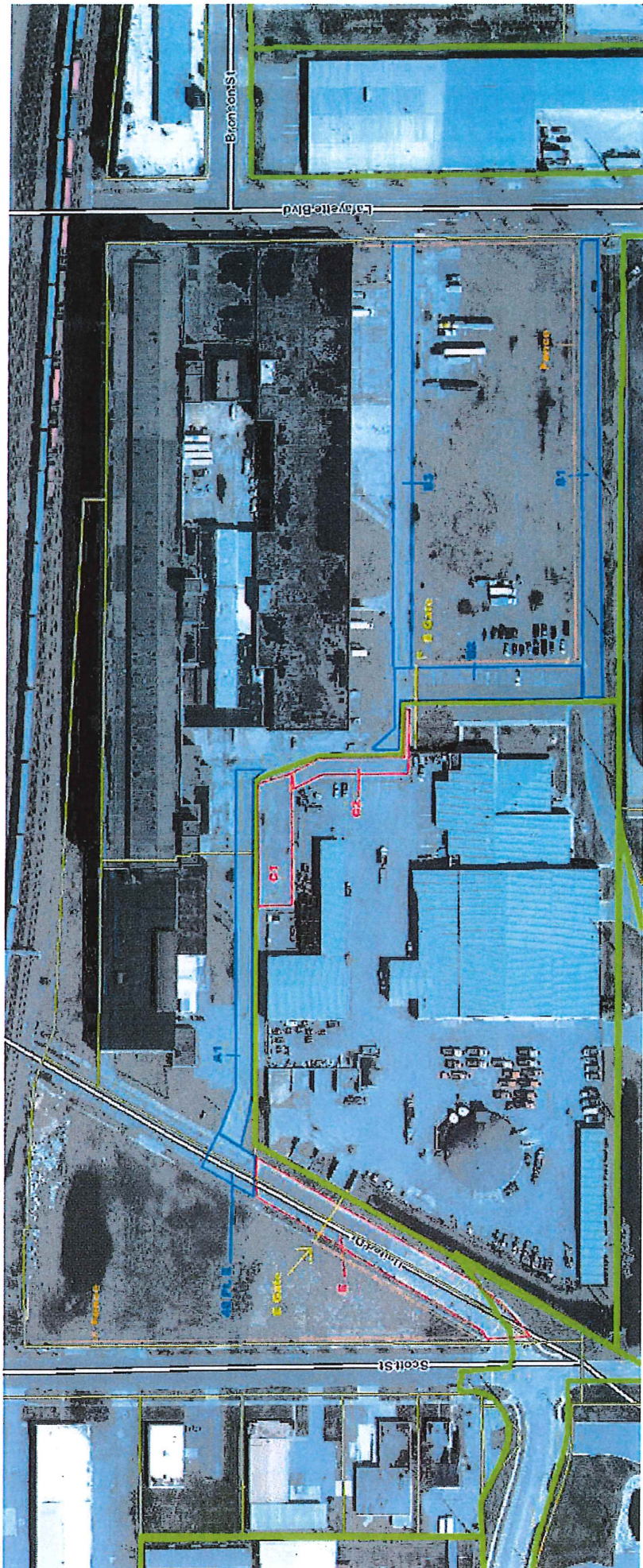
Description of City Access Area

That part of the Southeast Quarter of Section 11, Township 37 North, Range 2 East, Portage Township, City of South Bend, St. Joseph County, Indiana which is described as: a 40 ft. wide Easement, 40 ft. either side of the following described Centerline: Beginning at the intersection of the Centerline of Vacated Prairie Avenue (A.K.A. United Drive) with the South line of the Plat of "Renaissance Minor Subdivision" recorded by Document No. 1526269 in the Records of the St. Joseph County, Indiana Recorder's Office; thence along said Centerline N. 28°-40'-53" E. a distance of 80 feet more or less to the point of termination.

EXHIBIT D

Depiction of Gate Area

[See attached.]



FIRST AMENDMENT TO
ENVIRONMENTAL AGREEMENT REGARDING MILLENNIUM SITE

This First Amendment to Environmental Agreement Regarding Millennium Site (this “First Amendment”) is entered into as of the 12th day of November, 2015 (the “Effective Date”) by and between the South Bend Redevelopment Commission (referred to herein as the “Commission”) and Millennium Parcel LLC, an Indiana limited liability company (referred to herein as “Millennium Parcel”). The Commission and Millennium Parcel are referred to collectively herein as the “Parties.”

WHEREAS, Millennium Parcel and the Commission are parties to the Environmental Agreement Regarding Millennium Site dated October 29, 2015 (the “Environmental Agreement”); and

WHEREAS, at the time of execution by the Parties, the Environmental Agreement lacked a legal description of the Property intended to be attached thereto; and

WHEREAS, Millennium Parcel and the Commission desire to amend the Environmental Agreement by inserting the Property’s legal description in accordance with the terms of this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein and in the Agreement, Buyer and Seller agree as follows:

1. Exhibit A to the Environmental Agreement, which was inadvertently omitted from the Environmental Agreement, is hereby replaced by **Amended Exhibit A** attached hereto.
2. All provisions of the Agreement remain in full force and effect unless expressly modified by this First Amendment.

IN WITNESS HEREOF, the parties, by their respective duly authorized officers, execute this Agreement on the date set forth below the name of each.

[Signature page follows.]

MILLENNIUM PARCEL, LLC

By: _____

Its: _____

Dated: _____

SOUTH BEND REDEVELOPMENT COMMISSION

By: _____

Its: _____

Dated: _____

ATTEST:

By: _____

Its: _____

Dated: _____

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AMENDED EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

That part of the Southeast Quarter of Section 11, Township 37 North, Range 2 East, Portage Township, City of South Bend, St. Joseph County, Indiana which is described as: A Portion of Bank Outlot # 60 as shown on the Plat of "State Bank of Indiana Plat of Outlots, Town of South Bend" as recorded on January 8, 1847 in the records of the St. Joseph County, Indiana recorder's office and being more particularly described as: Bank Outlot # 60 of said Plat and being bounded on the North by the Penn Central Railroad Right-of-way (A.K.A. Conrail Railroad), on the East by Prairie Avenue (A.K.A. United Drive) on the South by the Plat of "Ford's Subdivision of a Portion of Bank Outlot # 60" as recorded in the records of said Recorder's Office and on the West by Scott Street;

Also that part of the Southeast Quarter of Section 11, Township 37 North, Range 2 East, Portage Township, City of South Bend, St. Joseph County, Indiana which is described as: the Plat of "Ford's Subdivision of a Portion of Bank Outlot # 60" as recorded in the records of the St. Joseph County, Indiana Recorder's Office;

Also the West half of Vacated Prairie Avenue (A.K.A. United Drive) which is bounded on the North by the Penn Central Railroad Right-of-way (A.K.A. Conrail Railroad) and on the South by the North line of the Plat of "Public Works Service Center Minor" subdivision as recorded by Document No. 0347708 in the Records of the St. Joseph County, Indiana Recorder's Office, being extended West to a point of intersection with the West right-of-way line of said Vacated Prairie Avenue (A.K.A. United Drive).

Subject to all legal highways, easements and restrictions of record.

RESOLUTION NO. 3317

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION
REGARDING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO THE CITY
OF SOUTH BEND BUILDING CORPORATION FOR EASEMENT AGREEMENTS
WITH STUDEBAKER BUILDING 84 LLC AND MILLENNIUM PARCEL LLC**

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

WHEREAS, the City of South Bend Building Corporation (the “Corporation”) owns certain real property located in the City of South Bend, Indiana (the “City”), commonly known as the Public Works Service Center, with a mailing address of 731 S. Lafayette Blvd. (the “Corporation Property”); and

WHEREAS, the Commission is engaged in assisting and facilitating the redevelopment of the former industrial sites in the vicinity of the Corporation Property, including the real property commonly known as the Ivy Tower complex (“Building 84”) and the real property commonly known as the Millennium Environmental property (the “Millennium Site”); and

WHEREAS, Studebaker Building 84 LLC, as the owner of Building 84 and the successor-in-interest of Ivy Tower Corporation, and the Corporation, as the owner of the Corporation Property and the successor-in-interest of the City of South Bend, are parties to the Reciprocal Easement Agreement & License In Land dated August 28, 2000, and recorded on September 1, 2000, as Document No. 0042016 in the Office of the Recorder of St. Joseph County, Indiana (the “2000 Easement Agreement”); and

WHEREAS, the 2000 Easement Agreement provides certain reciprocal easements for access to and around the Corporation Property and Building 84, respectively; and

WHEREAS, on April 23, 2012, the City’s Common Council adopted Ordinance No. 10157-12 (the “Vacation Ordinance”), which vacated the public right-of-way adjacent to the Corporation Property commonly known as United Drive (or Prairie Avenue) and provides that “[t]he purpose of the vacation of the real property is to create and further development opportunities on the former Millennium Environmental site and the Ivy Tower complex”; and

WHEREAS, as a consequence of the vacation of United Drive under the Vacation Ordinance, the Commission owns a portion of vacated United Drive abutting the Millennium Site; and

WHEREAS, on October 29, 2015, the Commission entered into an Agreement for Sale of Land for Private Development (the “Purchase Agreement”) with Millennium Parcel LLC, an affiliate of Studebaker Building 84 LLC, under which Millennium Parcel LLC will purchase the Millennium Site from the Commission for redevelopment purposes; and

WHEREAS, in connection with the Purchase Agreement and to facilitate the continuing rehabilitation and redevelopment efforts of Studebaker Building 84 LLC and Millennium Parcel LLC, on November 5, 2015, the Corporation adopted Resolution No. 2015-02 and agreed (1) to accept from the Commission a quit claim deed conveying the Commission's interest in the portion of vacated United Drive abutting the Corporation Property between Scott Street and the northern property line of the Corporation Property (the "Easement Area"), (2) to amend the 2000 Easement Agreement, and (3) to enter into additional easement agreements with Studebaker Building 84 LLC and Millennium Parcel LLC, respectively, providing for the installation of utilities beneath and for access across certain portions of vacated United Drive (the "New Easement Agreements"); and

WHEREAS, to enable the Corporation to enter into the New Easement Agreements with Studebaker Building 84 LLC and Millennium Parcel LLC affecting vacated United Drive, the Corporation desires to acquire from the Commission all of the Commission's interest in the Easement Area; and

WHEREAS, the Commission approves the Corporation's actions under Resolution No. 2015-02 and desires to convey its interest in the Easement Area to the Corporation so that the Corporation may put the New Easement Agreements into effect in accordance with the terms of Resolution No. 2015-02.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SOUTH BEND BUILDING CORPORATION AS FOLLOWS:

1. The Commission hereby approves, and will execute simultaneously with this Resolution, the quit claim deed attached hereto as **Exhibit A** (the "Quit Claim Deed") conveying its interest in the Easement Area to the Corporation for the purpose of the Corporation putting into effect the New Easement Agreements with Studebaker Building 84 LLC and Millennium Parcel LLC as contemplated in the Corporation's Resolution No. 2015-02.

2. The Commission hereby authorizes and instructs David Relos or Brock Zeeb, each of the City's Department of Community Investment, to deliver the executed Quit Claim Deed to an authorized representative of the Corporation and to take on behalf of the Commission all necessary administrative actions to accomplish the purposes of this Resolution, including all necessary administrative actions incidental to the closing of the Millennium Site transaction under the terms of the Purchase Agreement.

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

ADOPTED at a Regular Meeting of the South Bend Redevelopment Commission held on November 12, 2015, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601.

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

Quit Claim Deed

[See attached.]

AUDITOR'S RECORD

TRANSFER NO. _____

TAXING UNIT _____

DATE _____

KEY NOS. _____

QUIT CLAIM DEED

THIS INDENTURE WITNESSETH THAT the Department of Redevelopment of the City of South Bend, 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 QUIT CLAIMS TO the City of South Bend Building Corporation, an Indiana non-profit corporation, 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 whereof is hereby acknowledged, the following real estate (the "Property"):

That part of the Southeast Quarter of Section 11, Township 37 North, Range 2 East, Portage Township, City of South Bend, St. Joseph County, Indiana which is described as: a 40 ft. wide Easement, 20 ft. either side of the following described Centerline: Beginning at the intersection of the Centerline of Vacated Prairie Avenue (A.K.A. United Drive) with the North line of the Plat of "Public Works Service Center Minor" subdivision as recorded by Document No. 0347708 in the Records of the St. Joseph County, Indiana Recorder's Office, being extended West to said Centerline; thence along said Centerline S. 29°-30'-57" W. a distance of 444 feet more or less to a point of intersection with the East right-of-way line of Scott Street and the point of termination.

Grantor hereby conveys the Property free and clear of all leases, licenses, or other interests, both legal and equitable, and all encumbrances of any kind or character, subject to all highways and rights of way of record.

Each undersigned person executing this Quit Claim Deed on behalf of the Grantor represents and certifies that he or she 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.

Dated this ____ day of _____, 2015.

GRANTOR:

South Bend Redevelopment Commission

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

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

Before me, the undersigned, a Notary Public for and in said County and State this ____ day of _____, 2015, personally appeared Marcia I. Jones and Donald E. Inks, to me known to be the President and Secretary, respectively, of the South Bend Redevelopment Commission, the Grantor, and acknowledged execution of the foregoing Quit Claim Deed.

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

(SEAL)

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

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.

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

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