



Department of  
**Community Investment**

**Memorandum**

Monday, December 07, 2015

TO: Redevelopment Commission

FROM: Chris Fielding

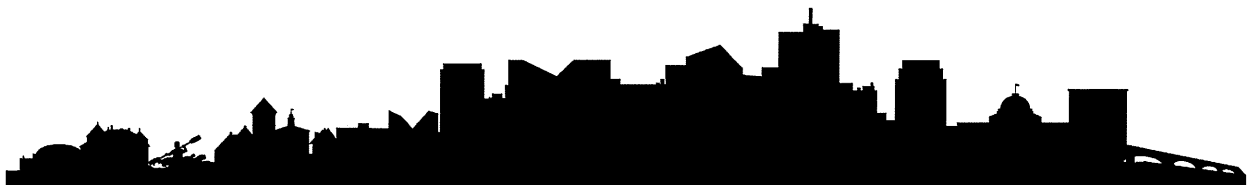
SUBJECT: JMS Renovation

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Enclosed in the packet for Redevelopment Commission is the negotiated development agreement between Historic JMS LLC and the RDC. This agreement finalizes the terms whereby the RDC will commit \$790,000 in RWDA TIF funding to assist in the renovation of the building and surrounding property and also remedy the failing Vault under the sidewalk along Main Street.

The Developer has committed to maintaining the first floor as commercial/retail space with the second floor being maintained as commercial office space. Floors 3-8 will be converted to approximately 52 market rate apartments.

Staff is requesting approval of the negotiated terms and execution of the agreement.



## DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”), is effective as of December 10, 2015 (the “Effective Date”), by and between the City of South Bend, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission (the “Commission”) and JMS Development, LLC, an Indiana limited liability company with offices at 112 West Jefferson Blvd., Suite 200, South Bend, Indiana 46601 (the “Developer”)(each, a “Party,” and collectively, the “Parties”).

### RECITALS

WHEREAS, the Commission exists and operates under the provisions of the Redevelopment of Cities and Towns Act of 1953, as amended (I.C. 36-7-14 *et seq.*, the “Act”); and

WHEREAS, the Act provides that the clearance, replanning, and redevelopment of redevelopment areas are public uses and purposes for which public money may be spent; and

WHEREAS, the Developer owns or will promptly acquire certain real property described in **Exhibit A**, together with all improvements thereon and all easements, rights, licenses, and other interests appurtenant thereto (collectively, the “Developer Property”); and

WHEREAS, the Developer desires to construct, renovate, or otherwise rehabilitate certain elements of the Developer Property (the “Project”) in accordance with the project plan (the “Project Plan”) attached hereto as **Exhibit B**; and

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

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

WHEREAS, the Commission believes that accomplishing the Project as described herein is in the best interests of the health, safety, and welfare of the City and its residents; and

WHEREAS, the Commission desires to facilitate and assist the Project by undertaking the local public improvements stated in **Exhibit C** (the “Local Public Improvements”) and the financing thereof, subject to the terms and conditions of this Agreement and in accordance with the Act.

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

## **SECTION 1. DEFINITIONS.**

Unless otherwise defined in this Agreement, capitalized terms used in this Agreement have the following meanings:

1.1 Assessed Value. “Assessed Value” means the market value-in-use of a property, used for property tax assessment purposes as determined by the St. Joseph County Assessor.

1.2 Board of Works. “Board of Works” means the Board of Public works of the City, a public body granted the power to award contracts for public works pursuant to I.C. 36-1-12.

1.3 Funding Amount. “Funding Amount” means an amount equal to (and not to exceed) Seven Hundred Ninety Thousand Dollars (\$790,000.00) of tax increment finance revenues to be used for paying the costs to construct the Local Public Improvements.

1.4 Private Investment. “Private Investment” means an amount no less than Seven Million Six Hundred Thousand Dollars (\$7,600,000.00) to be expended by the Developer for the costs associated with constructing the improvements set forth in the Project Plan, including architectural, engineering, and any other costs directly related to completion of the Project that are expected to contribute to increases in the Assessed Value of the Developer Property.

## **SECTION 2. INTERPRETATION, TERMS, AND RECITALS.**

### **2.1 Interpretation.**

(a) The terms “herein,” “hereto,” “hereunder,” and all terms of similar import shall be deemed to refer to this Agreement as a whole rather than to any Article of, Section of, or Exhibit to this Agreement.

(b) Unless otherwise specified, references in this Agreement to (i) “Section” or “Article” shall be deemed to refer to the Section or Article of this Agreement bearing the number so specified, (ii) “Exhibit” shall be deemed to refer to the Exhibit of this Agreement bearing the letter or number so specified, and (iii) references to this “Agreement” shall mean this Agreement and any exhibits and attachments hereto.

(c) Captions used for or in Sections, Articles, and Exhibits of this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

(d) The terms “include”, “including” and “such as” shall each be construed as if followed by the phrase “without being limited to.”

2.2 Recitals. The Recitals set forth above are incorporated into and are a part of this Agreement for all purposes.

### **SECTION 3. ACCESS.**

3.1 Grant of Easement. The Developer will grant to the Commission a temporary, non-exclusive easement on, in, over, under and across any part(s) of the Developer Property (the "Easement") in the form attached hereto as **Exhibit D**, to permit the Commission to fulfill its obligations under this Agreement, including the construction, equipping, and delivery of the Local Public Improvements. The Easement shall (a) inure to the benefit of the Commission and the Board of Works or any contractors acting on behalf of the Commission in connection with the construction, equipping, and delivery of the Local Public Improvements; (b) shall bind the Developer and its grantees, successors, and assigns; and (c) shall terminate upon completion of the Local Public Improvements, as determined by the Board of Works. Developer shall have the right, at any time (upon its reasonable determination that the Local Public Improvements are completed) to execute and record a termination of easement subject to consent of the Commission which shall not be unreasonably withheld or delayed.

### **SECTION 4. DEVELOPER'S OBLIGATIONS.**

4.1 Generally. The Parties acknowledge and agree that the Commission's agreements to perform and abide by the covenants and obligations set forth in this Agreement are material consideration for the Developer's commitment to perform and abide by the covenants and obligations of the Developer contained in this Agreement.

#### 4.2 The Project.

(a) The Developer will acquire fee simple ownership of the Developer Property and prove such acquisition to the Commission in a manner acceptable to the Commission. The Developer's acquisition of the Developer Property is a condition precedent to all of the Parties' respective obligations under this Agreement.

(b) The Developer will perform all necessary work to complete the improvements set forth in the Project Plan attached hereto as Exhibit B and the plans and specifications to be submitted to the Commission pursuant to Section 4.8 of this Agreement, which improvements shall comply with all zoning and land use laws and ordinances.

(c) The Developer will expend the Private Investment to complete the Project in accordance with the Project Plan attached hereto as Exhibit B and the plans and specifications submitted to the Commission pursuant to Section 4.8 of this Agreement.

(d) The Developer will apply for and utilize historic preservation tax credits in the restoration of architectural elements of the Developer Property as part of the Project.

4.3 Cooperation. The Developer agrees to endorse and support the Commission's efforts to expedite the Local Public Improvements through any required planning, design, public bidding, construction, permitting, waiver, and related regulatory processes.

4.4 Obtain Necessary Easements. The Developer agrees to use all good faith and commercially reasonable efforts to obtain any and all easements from any governmental entity

and/or any third party that the Developer or the Commission deems necessary or advisable in order to complete the Local Public Improvements, and the obtaining of such easements is a condition precedent to those Commission obligations under this Agreement which require such an easement in order to complete.

4.5 Timeframe for Completion. The Developer hereby agrees to complete the Project and any other obligations the Developer may have under this Agreement (unless such other obligations have a later date for completion specified herein) by the date that is twenty-four (24) months after any building permit is obtained in connection with the Project (the “Mandatory Project Completion Date”). Notwithstanding any provision of this Agreement to the contrary (excluding Section 7.3), the Developer’s failure to complete the Project or any other obligations the Developer may have under this Agreement by the Mandatory Project Completion Date or such other applicable date as may be specified herein, will constitute a default under this Agreement without any requirement of notice of or an opportunity to cure such failure.

4.6 Developer’s Employment Obligations. The Developer shall (a) create eight (8) new jobs in connection with the Project on or specifically related to the Developer Property, with expected average hourly wages of no less than Twelve Dollars (\$12.00) per hour for each employee (the “Job Creation Requirement”) by the date that is twenty-four (24) months after receiving a certificate of occupancy for the first-floor commercial space on the Developer Property (the “Job Creation Deadline”), and (b) maintain said jobs for at least the period of time described in Section 4.7(c) below. Notwithstanding any provision of this Agreement to the contrary (excluding Section 7.3), the Developer’s failure to satisfy the Job Creation Requirement by the Job Creation Deadline will constitute a default under this Agreement without any requirement of notice of or an opportunity to cure such failure.

4.7 Reporting Obligations.

(a) Upon the letting of contracts for substantial portions of the Project and again upon substantial completion of the Project, the Developer hereby agrees to report to the Commission the number of local contractors and local laborers involved in the Project, the amount of bid awards for each contract related to the Project, and information regarding which contractor is awarded each contract with respect to the Project.

(b) On or before June 30 and December 31 of each year until substantial completion of the Project, the Developer shall submit to the Commission a report demonstrating the Developer’s good-faith compliance with the terms of this Agreement. This report shall include the following information and documents: (i) a status report of the construction completed to date, (ii) an update on the project schedule, (iii) an itemized accounting generally identifying the Private Investment to date, and (iv) a status report of the number of jobs created, detailed by retail location.

(c) On or before April 15 of the year that is one year after substantial completion of the Project and on each April 15 thereafter until April 15 of the year which is five (5) years after substantial completion of the Project, the Developer shall submit to the Commission a report which may be a copy of any Compliance with Statement of Benefits (Form CF-1) filed by Developer with City of South Bend or similar reporting

form) with the following information: (i) the number of jobs created as a result of the Project and wage and benefit information for the jobs created; and (ii) a detailed description of the of the job and wage details for the number of people employed by the Developer in connection with the Project.

4.8 Submission of Plans and Specifications for Project. Promptly upon completion of all plans and specifications for the Project, or changes thereto, the Developer shall deliver a complete set thereof to the Commission and Developer will consider, in its reasonable discretion, any proposed amendments suggested by the Commission. Notwithstanding the foregoing sentence, the Commission may, in its sole discretion, disapprove plans or specifications for any heating, ventilating, or air conditioning elements that are visible on any part of the exterior of the Developer Property other than the roof, and the Commission may suspend its performance under this Agreement until the Developer corrects the objectionable plans or specifications to the Commission's satisfaction.

4.9 Costs and Expenses of Construction of Project. The Developer hereby agrees to pay, or cause to be paid, all costs and expenses of construction for the Project (including legal fees, architectural and engineering fees), exclusive of the Local Public Improvements, which shall be paid for by the Commission by and through the Funding Amount subject to the terms of this Agreement.

4.10 Specifications for Local Public Improvements. The Developer will be responsible for the preparation of all bid specifications related to the Local Public Improvements, and the Developer will pay all costs and expenses of such preparation, provided, however, that if the Commission pays any costs or expenses of such preparation, then the amount paid by the Commission will be deducted from the Funding Amount. The Developer will submit all bid specifications related to the Local Public Improvements to the City of South Bend Engineering Department (the "Engineering Department"). The Engineering Department may approve or disapprove said bid specifications for the Project in its sole discretion and may request revisions or amendments to be made to the same.

4.11 Insurance. The Developer shall purchase and maintain comprehensive insurance coverage as is appropriate for the work being performed with respect to the Project. The Developer shall provide proof of such adequate insurance to the Commission and shall notify the Commission and the City of any change in or termination of such insurance. During the period of construction or provision of services regarding any Local Public Improvements, the Developer shall maintain insurance in the kinds and for at least the minimum amounts as described in **Exhibit E** attached hereto and the Commission and the City shall be named as additional insureds on such policies (but not on any worker's compensation policies).

4.12 Property Maintenance; Liens. The Developer represents and warrants that, to the best of its knowledge, as of the Effective Date of this Agreement, there are no delinquent tax obligations, mechanics' or statutory liens, or violations of applicable federal, state, or local laws, including the South Bend Municipal Code, associated with the Developer Property. The Developer agrees to promptly notify the Commission, in writing, in the event any lien on or encumbrance of the Developer Property arises after the Effective Date of this Agreement, including any mortgage associated with financing the Project. In addition, during the term of

this Agreement, the Developer will immediately notify the Commission of any notice of default or notice of foreclosure issued by a lender or lienholder that is associated with financing the Project or otherwise holds a security interest in the Developer Property.

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

## **SECTION 5. COMMISSION'S OBLIGATIONS.**

5.1 Generally. The Parties acknowledge and agree that the Developer's agreement to perform and abide by the covenants and obligations set forth in this Agreement is material consideration for the Commission's commitment to perform and abide by the covenants and obligations of the Commission contained in the Agreement.

### 5.2 Completion of Local Public Improvements.

(a) The Commission hereby agrees to complete (or cause to be completed) the Local Public Improvements described in Exhibit C attached hereto on a schedule to be reasonably determined and agreed to by the Commission and the Developer, as may be modified due to unforeseen circumstances and delays with an effort to coordinate, as much as possible, the completion of all such Local Public Improvements in connection with Developer's work under the Project Plan.

(b) Before any work on the Local Public Improvements will commence, (a) the Commission will have received plans and specifications for the Project in accordance with Section 4.8 of this Agreement, and (b) the Engineering Department will have received satisfactory bid specifications for the Local Public Improvements and approved the same in accordance with Section 4.10 of this Agreement.

(c) The Local Public Improvements will be completed in accordance with all applicable public bidding and contracting laws.

(d) Notwithstanding anything contained herein to the contrary, in the event the costs to construct the Local Public Improvements are in excess of the Funding Amount, Developer, at its sole option, may determine to pay to the Commission the amount of the excess costs to permit timely completion of the Local Public Improvements by the Commission, or an agent of the Commission, which amounts shall be applied for such purpose. If Developer chooses not to pay any such excess costs of the Local Public Improvements (above the Funding Amount), the Commission may reduce the scope of the Local Public Improvements to the amount which may be funded with the Funding Amount. In no event will the Commission be required to spend more than the Funding Amount in connection with the Local Public Improvements.

5.3 Parking Assistance. The Commission agrees to (a) provide residents of apartments or other occupants of the Developer Property the right to obtain a monthly parking pass to utilize the Main Street Garage ("Garage") at the then-current monthly parking rate for the Garage (for at least 54 monthly passes which will be available), and (b) reserve the use of 54 parking spaces located on the South side of the garage (near pedestrian entrances), *solely from*

5:30 p.m. to 7:30 a.m., to be used by those occupants of the Developer Property who acquire a monthly parking pass from the garage owner/operator (together, the "Parking Commitment"). The Commission agrees that it will cooperate with Developer to review any proposed signage for the reserved spaces (from 5:30 p.m. to 7:30 a.m.) and will not unreasonably withhold approval of such signage. Unless the parties otherwise agree, the Parking Commitment will remain in effect at all times while the Garage is operated as a parking garage by the City of South Bend or Commission.

5.4 Cooperation. The Commission agrees to endorse and support the Developer's efforts to expedite the Project through any required planning, design, permitting, waiver, and related regulatory processes, provided, however, that the Commission will not be required to expend any money in connection therewith.

5.5 Public Announcements, Press Releases, and Marketing Materials. The Commission hereby agrees to coordinate all public announcements and press releases relating to the Project with the Developer.

5.6 Termination of Prior Covenants Regarding Developer Property. The Commission agrees that at closing of Developer's acquisition of the Developer Property (or at any time thereafter if requested by Developer), Commission will execute and deliver a "Termination of Rights and Restrictions" in the form attached hereto as **Exhibit F**, to terminate any and all covenants, rights and restrictions imposed on a portion of the Developer Property under a certain Contract for Sale of Land for Private Development dated February 19, 2009, between the Commission and Indiana Land Trust 108-118, John Freidline, Trustee, which was recorded with the Office of the St. Joseph County Recorder on April 14, 2009 as Instrument No. 0912058.

## **SECTION 6. COOPERATION IN THE EVENT OF LEGAL CHALLENGE.**

6.1 Cooperation. In the event of any administrative, legal, or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of this Agreement, the Parties shall cooperate in defending such action or proceeding to settlement or final judgment including all appeals. Each Party shall select its own legal counsel and retain such counsel at its own expense, and in no event shall the Commission be required to bear the fees and costs of the Developer's attorneys nor shall the Developer be required to bear the fees and costs of the Commission's attorneys. The Parties agree that if any other provision of this Agreement, or this Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the Parties agree to be bound by the terms of this Section 6.1, which shall survive such invalidation, nullification, or setting aside.

## **SECTION 7. DEFAULT.**

7.1 Default. Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. Upon the occurrence of a default under this Agreement, the non-defaulting Party may (a) terminate this



Agreement, or (b) institute legal proceedings at law or in equity (including any action to compel specific performance) seeking remedies for such default. If the default is cured within thirty (30) days after the notice described in this Section 7.1, then no default shall exist and the noticing Party shall take no further action.

7.2 Reimbursement Obligation. In the event that the Developer fails (a) to complete the Project by the Mandatory Project Completion Date, or (b) to expend the full amount of the Private Investment by the Mandatory Project Completion Date, then upon the written demand of the Commission, the Developer will repay the Commission One Hundred Fifty Percent (150%) of the Funding Amount expended by the Commission in furtherance of the Local Public Improvements as of the date of the Commission's demand. In the event that the Developer fails to satisfy the Job Creation Requirement by the Job Creation Deadline, then upon the written demand of the Commission, the Developer will repay the Commission an amount equal to \$148,125 multiplied by the number of jobs by which the Developer fell short of the Job Creation Requirement as of the date of the Commission's demand.

7.3 Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, none of the Parties shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of terrorism, restrictions imposed or mandated by governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environmental regulations, contract defaults by third parties, or similar basis for excused performance which is not within the reasonable control of the Party to be excused (each, an event of "Force Majeure"). Upon the request of any of the Parties, a reasonable extension of any date or deadline set forth in this Agreement due to such cause will be granted in writing for a period necessitated by the event of Force Majeure, or longer as may be mutually agreed upon by all the Parties.

**SECTION 8. NO AGENCY, JOINT VENTURE, OR PARTNERSHIP; CONFLICT OF INTEREST, INDEMNITY.**

8.1 No Agency, Joint Venture or Partnership. The Parties acknowledge and agree that:

(a) The Project is a private development;

(b) None of the Commission, the Board of Works, or the Developer has any interest or responsibilities for, or due to, third parties concerning any improvements until such time, and only until such time, that the Commission, the Board of Works, and/or the Developer accepts the same pursuant to the provisions of this Agreement; and

(c) The Parties hereby renounce the existence of any form of agency relationship, joint venture or partnership between the Commission, the Board of Works, and the Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the Commission, the Board of Works, and the Developer.

8.2 Conflict of Interest; Commission Representatives Not Individually Liable. No member, official, or employee of the Commission or the City may have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No member, official, or employee of the Commission or the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the Commission or for any amount which may become due to the Developer, or its successors and assigns, or on any obligations under the terms of this Agreement. No partner, member, employee, or agent of the Developer or successors of them shall be personally liable to the Commission under this Agreement.

8.3 Indemnity. The Developer agrees to indemnify, defend, and hold harmless the Commission and the City from and against any third-party claims suffered by the Commission or the City resulting from or incurred in connection with the Local Public Improvements or the Project.

## **SECTION 9. MISCELLANEOUS.**

9.1 Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall continue in full force and effect unless amended or modified by mutual consent of the parties.

9.2 Other Necessary Acts. Each Party shall execute and deliver to the other Parties all such other further instruments and documents as may be reasonably necessary to accomplish the Project and the Local Public Improvements contemplated by this Agreement and to provide and secure to the other Parties the full and complete enjoyment of its rights and privileges hereunder. Notwithstanding the foregoing, the Parties understand and agree that certain actions contemplated by this Agreement may be required to be undertaken by persons, agencies, or entities that are not a party to this Agreement, including, but not limited to certain permits, consents, and/or approvals (to the extent they have not yet been obtained and completed), and that any action by such third parties shall require independent approval by the respective person, agency, entity, or governing body thereof.

9.3 Waiver of Jury Trial. The Parties acknowledge that disputes arising under this Agreement are likely to be complex and they desire to streamline and minimize the cost of resolving such disputes. In any legal proceeding, each party irrevocably waives the right to trial by jury in any action, counterclaim, dispute, or proceeding based upon, or related to, the subject matter of this Agreement. This waiver applies to all claims against all parties to such actions and proceedings. This waiver is knowingly, intentionally, and voluntarily made by both parties.

9.4 Attorneys' Fees. In the event of any litigation, mediation, or arbitration between the Parties regarding an alleged breach of this Agreement, none of the Parties shall be entitled to any award of attorney's fees.

9.5 Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the Project:

(a) The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and

(b) The Developer will state, in all solicitations or advertisements for employees placed by or on behalf of the Developer, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

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

9.7 Notices and Demands. Any notice, demand, or other communication required or permitted under the terms of this Agreement may be delivered (a) by hand-delivery (which will be deemed delivered at the time of receipt), (b) by registered or certified mail, return receipt requested (which will be deemed delivered three (3) days after mailing), or (c) by overnight courier service (which will be deemed delivered on the next business day) to each Party's respective addresses and representatives stated below.

Developer:	JMS Development, LLC 112 West Jefferson Blvd., Suite 200 South Bend, Indiana 46601 Attn: Ryan C. Rans
With a copy to:	Barnes & Thornburg LLP 100 North Michigan Street, Ste. 700 South Bend, Indiana 46601 Attn: Richard J. Deahl
Commission:	South Bend Redevelopment Commission 1400 S. County-City Building 227 W. Jefferson Blvd. South Bend, IN 46601 Attn: Chris Fielding

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

9.8 Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Indiana.

9.9 Authority. Each undersigned person executing and delivering this Agreement on behalf of a Party represents and certifies that he or she is the duly authorized officer or representative of such Party, that he or she has been fully empowered to execute and deliver this Agreement on behalf of such Party, and that all necessary action to execute and deliver this Agreement has been taken by such Party.

9.10 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation other than the Parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant, or condition hereof, as third-party beneficiaries or otherwise, and all of the terms, covenants, and conditions hereof shall be for the sole and exclusive benefit of the Parties herein.

9.11 Assignment. The Developer's rights under this Agreement shall be personal to the Developer and shall not run with the land. The Developer may not assign its rights or obligations under this Agreement to any third party (other than a wholly owned subsidiary or affiliate under common control with Developer) without obtaining the Commission's prior written consent to such assignment, which the Commission may give or withhold in its sole discretion. In the event the Developer seeks the Commission's consent to any such assignment, the Developer shall provide to the Commission all relevant information concerning the identities of the persons or entities proposed to be involved in and an explanation of the purposes for the proposed assignment(s).

9.12 Further Assurances. The Parties agree that they will each undertake in good faith, as permitted by law, any action and execute and deliver any document reasonably required to carry out the intents and purposes of this Agreement.

9.13 Exhibits. All exhibits described herein and attached hereto are incorporated into this Agreement by reference.

9.14 Entire Agreement. No representation, promise, or inducement not included in this Agreement will be binding upon the Parties hereto. This Agreement cannot be modified except by mutual agreement of the Parties set forth in a written instrument signed by the Parties' authorized representatives.

9.15 Time. Time is of the essence of this Agreement.

[SIGNATURE PAGES FOLLOW]



**DEVELOPER:**

JMS Development, LLC

By: \_\_\_\_\_

Name: RYAN C. RANS

Title: Manager

STATE OF INDIANA )

) SS:

COUNTY OF ST. JOSEPH )

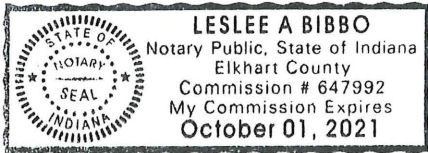
Before me, the undersigned, a Notary Public in and for said County and State, this 3RD day of December, 2015, personally appeared Ryan C. Rans, the Manager of the Manager of JMS Development, LLC, and acknowledged execution of the foregoing Development Agreement for and on behalf of Developer.

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

(SEAL)

Commission expires: 10/1/2021

Leslee A. Bibbo  
\_\_\_\_\_  
LESLEE A. BIBBO, Notary Public  
Resident of ELKHART County, IN



[SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

4000.0000059 39570833.004



## EXHIBIT A

### **Description of Developer Property**

**PARCEL I:**

A PARCEL OF LAND BOUNDED BY A LINE DRAWN AS FOLLOWS:  
COMMENCING AT THE SOUTHWEST CORNER OF LOT NUMBERED 19 IN THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, RECORDED MARCH 28, 1831 IN PLAT BOOK 1, PAGES 1 AND 2, EXTENDING THENCE NORTH 111 FEET 8 INCHES; THENCE EAST 70 FEET; THENCE NORTH 20 FEET 4 INCHES TO THE NORTH LINE OF LOT NUMBERED 20 IN THE ORIGINAL PLAT OF SAID TOWN; THENCE EAST ON THE NORTH LINE OF SAID LOT NUMBERED 20, 55 FEET; THENCE SOUTH 41 FEET; THENCE WEST 62 FEET 6 INCHES; THENCE SOUTH 91 FEET TO WASHINGTON AVENUE BEING THE SOUTH LINE OF SAID LOT NUMBERED 19; THENCE WEST 62 FEET 6 INCHES TO THE PLACE OF BEGINNING. ALSO, PART OF LOT NUMBERED 20 AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, RECORDED MARCH 28, 1831 IN PLAT BOOK 1, PAGES 1 AND 2, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 139 FEET EAST OF AND 91 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 19 IN SAID ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND (WHICH POINT IS AT THE NORTHEAST CORNER OF PARCEL I AND WHICH POINT IS ALSO ON THE WEST LINE OF A 40 FOOT WIDE SERVICE ALLEY); THENCE NORTH 41 FEET; THENCE WEST 14 FEET; THENCE SOUTH 41 FEET; THENCE EAST 14 FEET TO THE PLACE OF BEGINNING.

**PARCEL II:**

PART OF LOTS NUMBERED NINETEEN (19) AND TWENTY (20) AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, RECORDED MARCH 28, 1831 IN PLAT BOOK 1, PAGES 1 AND 2, DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF LOT NUMBERED 19, WHICH IS ALSO ON THE NORTH LINE OF WASHINGTON STREET IN SAID CITY AT A POINT ON SAID SOUTH LINE 62.5 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT NUMBERED 19; THENCE NORTH 91 FEET; THENCE EAST 76.5 FEET; THENCE SOUTH 91 FEET TO THE NORTH LINE OF WASHINGTON STREET; THENCE WEST OF SAID LINE 76.5 FEET TO THE PLACE OF BEGINNING.

**PARCEL III:**

THE NORTH 20.33 FEET OF THE WEST 70 FEET OF LOT 20, AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, INDIANA, RECORDED MARCH 28, 1831 IN PLAT BOOK 1, PAGES 1 AND 2.

**PARCEL IV:**

A PART OF LOT NUMBERED 21, AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, INDIANA, RECORDED MARCH 28, 1831 IN PLAT BOOK 1, PAGES 1 AND 2, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 21; THENCE SOUTH 5 FEET TO THE POINT OF BEGINNING; THENCE EAST 139 FEET PARALLEL WITH THE NORTH LINE OF SAID LOT 21 TO A POINT 26 FEET WEST OF THE EAST LINE OF SAID LOT 21; THENCE SOUTH 61 FEET TO THE SOUTH LINE OF SAID LOT 21; THENCE WEST ALONG SAID LINE TO THE SOUTHWEST CORNER OF SAID LOT 21; THENCE NORTH TO THE PLACE OF BEGINNING.

Property Addresses:

106-110 N. Main St., South Bend, IN 46601  
123 W. Washington St., South Bend, IN 46601  
V/L Main St., South Bend, IN 46601  
118 N. Main St., South Bend, IN 46601

## **EXHIBIT B**

### **Project Plan**

The Developer will complete the following work in accordance with the terms and conditions of the Development Agreement and in compliance with all applicable laws and regulations:

- A. The Developer will renovate and restore the Developer Property into a mixed-use development, inclusive of a minimum of fifty (50) market-rate apartment units on floors 3 through 8, in accordance with the general renderings attached hereto as Exhibit B-1.
- B. The Developer will retain ground floor retail spaces and will improve the same with aesthetic and mechanical upgrades, in accordance with the general renderings attached hereto as Exhibit B-2.
- C. The Developer will utilize the parking lot situated on or adjacent to the Developer Property for the use of apartment residents and, except for Local Public Improvements, will make any necessary improvements to the parking lot for such use.

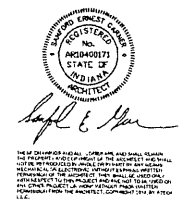


**EXHIBIT B-1**

**General Rendering**



Sheet Number	Sheet List	Sheet Name
00G	Cover Sheet	
01G	General Notes / Site Plan	
02G	Legends / Symbols / Notes / Fire Egress-Separation Plans	
03G	Life Safety Plans	
04G	General Notes & Standard Mounting Heights	
05G	Land Title Survey	
A01D	Demolition Floor Plan	
A02D	Demolition Floor Plan	
A 100	Basement Level Floor Plan	
A 101	1st Floor Plan	
A 102	2nd Level Floor Plan	
A 103	3rd Level Floor Plan	
A 104	4th through 6th Level Floor Plan	
A 105	7th & 8th Level Floor Plan	
A 106	Roof Plan & Details	
A 200	West Elevation	
A 201	North Elevation	
A 202	East Elevation	
A 203	South Elevation	
A 300	Building Sections	
A 301	Building Sections	
A 302	Building Sections	
A 303	Building Sections	
A 310	Stair Plans & Section	
A 320	Wall Sections	
A 321	Wall Sections	
A 400	Enlarged Plans / Details	
A 401	Enlarged Plans / Details	
A 402	Enlarged Plans / Details	
A 403	Enlarged Plans / Details	
A 404	Enlarged Plans / Details	
A 700	Door / Frame Schedules	
A 710	Reflected Ceiling Basement Floor Plan	
A 711	Reflected Ceiling 1st Floor Plan	
A 712	Reflected Ceiling 2nd Floor Plan	
A 713	Reflected Ceiling 3rd Through 6th Floor Plan	
A 714	Reflected Ceiling 7th Floor Plan	
A 715	Reflected Ceiling 8th Floor Plan	
A 720	Finish Plan	



**JMS Apartments Building  
 Renovation**

108 N. Main Street  
 South Bend, Indiana  
 46601

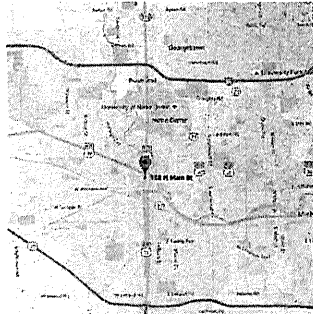
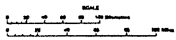
PROJECT NUMBER	Project Number	
DATE	09/16/15	
DRAWN BY	Author	
CHECKED BY	Checker	
NO.	DESCRIPTION	DATE
	Coordination Meeting	10/26/2015
	State Permit Submittal	11/4/2015

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1 COVER SHEET

# STATE MAP

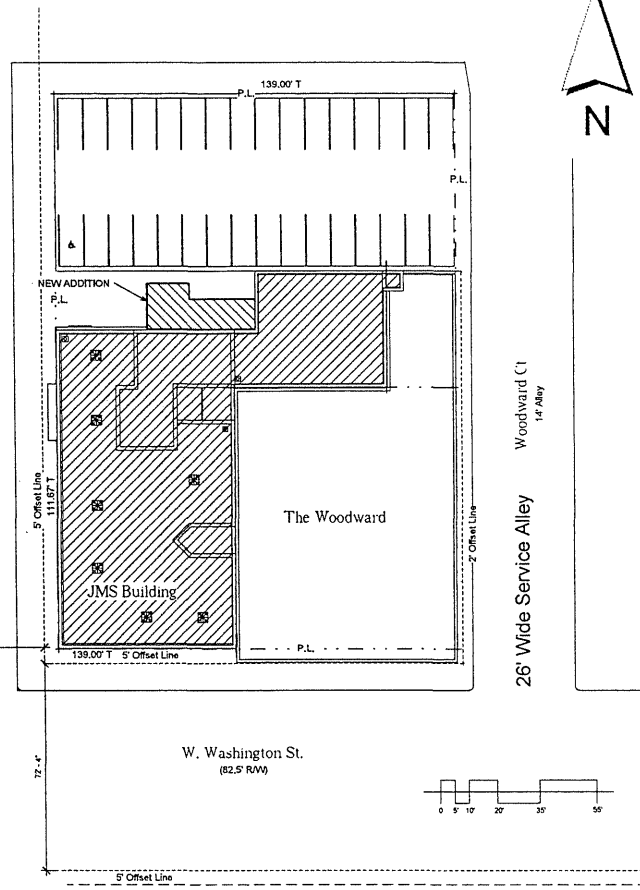
Indiana



## GENERAL NOTES

1. THE PURPOSE OF THE CONSTRUCTION DOCUMENTS IS TO INSTRUCT THE CONTRACTOR AS TO THE INTENT OF THE WORK REQUIRED UNDER THIS CONTRACT.
2. CONFORM ALL CONSTRUCTION TO THE CURRENT INTERNATIONAL BUILDING CODE AND RULES AND REGULATIONS OF THE STATE OF INDIANA AND ST. JOSEPH COUNTY. IF ANY RULES AND REGULATIONS ARE IN CONFLICT WITH ANY PORTION OF THESE DOCUMENTS, THE ARCHITECT SHALL BE NOTIFIED BEFORE PROCEEDING.
3. ALL INTERIOR FINISHES TO CONFORM TO THE REQUIREMENTS OF CHAPTER 6 INTERNATIONAL BUILDING CODE OF THE STATE OF INDIANA.
4. ALL DIMENSIONS ARE FROM FACE OF STUD OR FACE OF BLOCK OR CONCRETE.
5. PROVIDE AND MOUNT ALL PRE-EXTINGUISHERS (10 LB. ABC) UNIT AS REQUIRED BY OWNER'S CODE OF THE STATE OF INDIANA.
6. THE POSTING OF AN OFFICIAL DESIGN RELEASE, PLACARD AND MAINTENANCE OF ONE (1) SET OF STATE-STAMPED PLANS AND SPECIFICATIONS ON THE JOB SITE ARE REQUIRED BY RULE 4, SECTION 19, GAR (875 IAC 12-4).
7. PROVIDE WOOD BLOCKING FOR ALL EQUIPMENT REQUIRING ANCHORAGE. PROVIDE ALL WOOD BLOCKING REQUIRED FOR FIRE STOPS AND STRUCTURAL REINFORCEMENTS.
8. THIS PROJECT IS IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) PUBLIC ACCOMMODATIONS.
9. THE CONTRACTOR IS TO VERIFY AND COORDINATE ALL APPLICABLE DIMENSIONS OF FIXTURES AND EQUIPMENT SUPPLIED AND/OR INSTALLED.
10. LAYOUT STUD SPACING SO AS TO AVOID CONFLICTS WITH PLUMBING LINES.
11. ALL STUDS SHALL BE SPACED NOT MORE THAN 16" ON CENTER (UNLESS NOTED OTHERWISE).
12. THESE PLANS AND SPECIFICATIONS DO NOT ADDRESS SAFETY. IT IS THE RESPONSIBILITY OF WHOEVER USES THESE DOCUMENTS TO CONSULT AND ESTABLISH APPROPRIATE SAFETY AND HEALTH PRACTICES AND DETERMINE THE APPLICABILITY OF REGULATORY LIMITATIONS PRIOR TO USE.
13. ALL WALLS AROUND TOILET ROOMS ARE TO HAVE BATT INSULATION INSTALLED FULL DEPTH AND FULL HEIGHT.
14. TRADERS SHALL FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT AND SERVICES REQUIRED TO PERFORM ALL WORK NECESSARY INDICATED, REASONABLY INFERRED, OR REQUIRED BY ANY CODE WITH JURISDICTION TO COMPLETE THEIR SCOPE OF WORK FOR A COMPLETE AND PROPERLY FINISHED JOB.
15. ALL DOORS AND WINDOWS MUST MEET THE APPLICABLE A.N.S.I. OR N.W.M.A. STANDARD AND SHALL BE SO LABELED.
16. DOORS AND WINDOWS BETWEEN CONDITIONED AND NON-CONDITIONED SPACE SHALL BE FULLY WEATHER-STRIPPED.
17. WEATHERSTRIPPING, CAULKING, AND/OR SEALANTS MUST BE USED TO LIMIT INFILTRATION IN THE BUILDING ENVELOPE AT THE FOLLOWING LOCATIONS: EXTERIOR JOINTS AROUND WINDOWS AND DOOR FRAMES - AT EXTERIOR WALLS OR BETWEEN CONDITIONED AND NON-CONDITIONED SPACES - BETWEEN EXTERIOR WALL PANELS - PENETRATIONS IN WALLS, CEILING, AND FLOORS FOR PLUMBING, ELECTRICAL, TELEPHONE AND GAS LINES - ALL OTHER OPENINGS IN THE BUILDING ENVELOPE.
18. ALL LUMBER IN CONTACT WITH CONCRETE MASONRY OR SOIL SHALL BE WATER RESISTANT PRESSURE TREATED TO BE SEPARATED BY 6 MIL VAPOR BARRIER MATERIAL.
19. PROVIDE RODENT AND INSECT PROOFING WHERE ALL PLUMBING, WIRING, AND VENTS PASS THROUGH PLATES, AS PER CODE REQUIREMENTS.
20. PROVIDE BLOCKING FOR INSTALLATION OF HANDRAILS, TOILET PAPER HOLDERS, GRAB BARS, TOWEL DISPENSERS, ETC., AND AT ALL SURFACE MOUNTED ITEMS MOUNTED TO FACE OF GYPSUM BOARD, OR TILE AS REQUIRED FOR A PROPER JOB. PROVIDE NECESSARY SUPPORT FOR ALL CEILING ITEMS.
21. ANY AND ALL PENETRATIONS SHALL RECEIVE CAULKING TO SEAL ANY TYPE OF ENERGY LOSS AND FULFILL CODE REQUIREMENTS.
22. ALL INSTALLATION SHALL BE DONE IN ACCORDANCE WITH STANDARD CONSTRUCTION PRACTICE AND ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS AND CERTIFICATIONS. PROOF OF COMPLIANCE SHALL BE SUBMITTED TO THE ARCHITECT PRIOR TO INSTALLATION.
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING ALL STEPS NECESSARY TO PROTECT THE PUBLIC AND ADJACENT PROPERTY FROM INJURY AND OR DAMAGE DUE TO DEMOLITION CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR HEALTH AND WELFARE OF HIS EMPLOYEES AND WILL CONFORM TO ALL OSHA REGULATIONS AND STANDARDS.
24. ALL SYMBOLS, DESIGNATIONS AND ABBREVIATIONS ARE TO INDUSTRY STANDARDS. ANY QUESTIONS RELATIVE TO SUCH SHALL BE ADDRESSED IMMEDIATELY TO THE ARCHITECT.

① Site Plan  
1" = 20'-0"



**RGC** collaborative  
456 N. Meridian St. #441247  
Indianapolis, IN 45244

**glc** Great Lakes Capital  
112 West Jefferson Blvd. Suite 200  
South Bend, IN 46601



**JMS Apartments Building  
Renovation**

108 N. Main Street  
South Bend, Indiana  
46601

PROJECT NUMBER	Project Number	
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General Notes / Site Plan

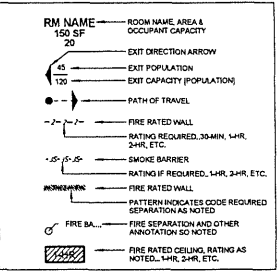
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### LIFE SAFETY PLAN NOTES

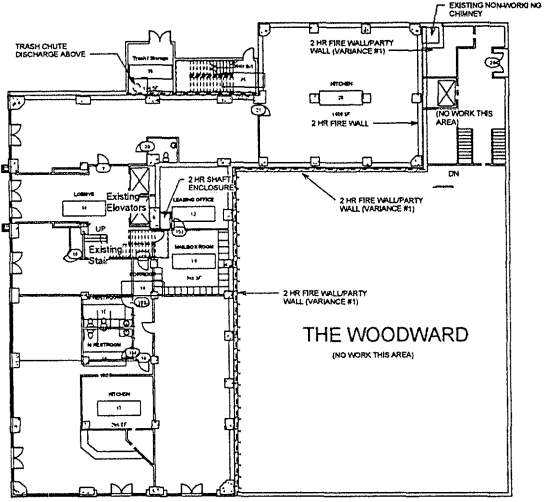
1. REFER TO DOOR SCHEDULE FOR REQUIRED DOOR AND FRAME RATING.
2. REFER TO SITE PLAN FOR REQUIRED ADVANCES AND PROPERTY LINES.
3. REFER TO INTERIOR PARTITION TYPES AND FLOOR PLANS FOR ADDITIONAL PARTITION REQUIREMENTS INCLUDING WALL HEIGHT, UL DESIGN AND FIRE RATING.

### LIFE SAFETY PLAN LEGEND

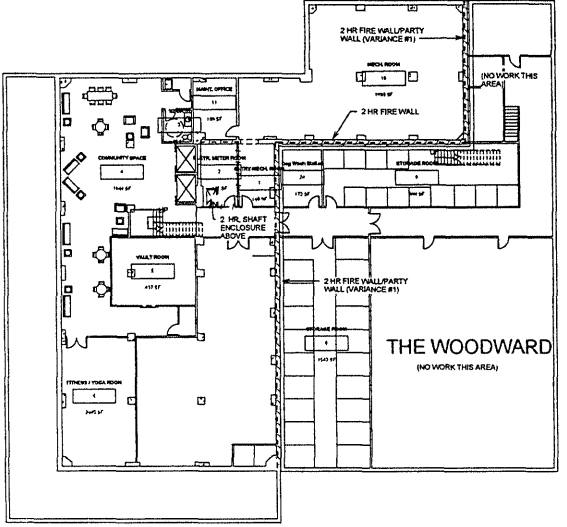


### VARIANCES

VARIANCE NUMBER	DESCRIPTION
VARIANCE #1	TO ALLOW THE EXISTING MULTIMATERIAL MASONRY WALLS AS THE REQUIRED PARTY WALL TO SEPARATE THE ADJACENT PROPERTY FOR PURPOSES OF ALLOWABLE AREA, TO REQUEST ADDITIONAL POINTS TO ACHIEVE PASSING SCORES IN CHAPTER 340.1 IN FIRE SAFETY 7 IN MEANS OF EGRESS AND 3.5 IN GENERAL SAFETY.
VARIANCE #2	TO ALLOW ALTERNATE STAIRWAY PROTECTION FOR EXISTING UNENCLOSED STAIRWAY, IN LIEU OF THE REQUIRED 2-HOUR STAIRWAY ENCLOSURE TO ACHIEVE VERTICAL OPENING POSITIVE POINTS VARIANCE PERMITTED A MINIMUM 18" DRAFT CURTAIN AND SPRINKLER CURTAIN WITH CLOSE-SPACED SPRINKLERS AT THE CEILING OF EACH FLOOR OPENING.
VARIANCE #4	TO ALLOW NEW DOOR OPENINGS FOR BALCONIES ON NORTH AND EAST EXTERIOR WALLS. A VARIANCE WAS REQUIRED AS THIS IS PART OF THE PARTY WALL & LOT LINE LOCATION AND OPENINGS ARE NOT PERMITTED. VARIANCE CONDITION IS TO INSTALL A SPRINKLER IMMEDIATELY INSIDE EACH OF THE NEW EXTERIOR OPENINGS LOCATED WITHIN 12 INCHES HORIZONTALLY OF THE OPENING.
VARIANCE #5	TO ALLOW THE NEW BALCONIES ON THE NORTH AND EAST EXTERIOR WALLS, THERE WERE NO ADDITIONAL CONDITIONS FOR THIS AREA EXCEPT WHAT WAS REQUIRED FOR VARIANCE #4.



2 FIRST LEVEL LIFE SAFETY PLAN  
1/16" = 1'-0"



1 BASEMENT LEVEL LIFE SAFETY PLAN  
1/16" = 1'-0"

### CODE SUMMARY

**ZEISS BUILDING RENOVATION** CONSTRUCTED CIRCA 1912

**INDIANA BUILDING CODE 2014 EDITION (IBC)**

**OCCUPANCY CLASSIFICATIONS** APARTMENTS 3RD THROUGH 8TH LEVELS R2  
BASEMENT & 1ST FLOOR LEVELS A-2, R, M, & S-1  
SECOND FLOOR LEVEL OFFICE

**CODE APPROACH** THE BUILDING IS UNDERGOING A CHANGE OF OCCUPANCY TO AN R-2 OCCUPANCY APARTMENT BUILDING (BASEMENT, 1ST & SECOND FLOOR LEVEL WILL REMAIN WITH EXISTING OCCUPANCIES OF A-2, R, M, AND S-1. THE BUILDING IS REQUIRED TO BE PROTECTED WITH AN AUTOMATIC FIRE SUPPRESSION SYSTEM PER NFPA 1, 2010 EDITION.

**CONSTRUCTION TYPE (BUILDING ELEMENTS)**

TYPE I/A	MINIMUM FIRE RESISTANCE
EXTERIOR BEARING WALLS	1 HOUR - TABLE 601603
EXTERIOR NON-BEARING WALLS	1 HOUR - TABLE 601602
INTERIOR BEARING WALLS	1 HOUR - TABLE 601602
INTERIOR NON-BEARING WALLS (INTERIOR PARTITIONS)	0 HOUR - TABLE 601
EXIT ACCESS CORRIDORS	1 HOUR - 1018.1
EXIT STAIR ENCLOSURES	2 HOUR - 1023.1 (REFER TO VARIANCES)
FLOORS/FLOOR-CEILING ASSEMBLIES/UNIT SEPARATIONS	1 HOUR - TABLE 601708.1
ROOF/FLOOR-CEILING ASSEMBLIES	1 HOUR - TABLE 601
FIRE PARTITIONS (UNIT SEPARATIONS)	1 HOUR - 1018.1
FIRE WALL	2 HOUR - 1018.1 (REFER TO VARIANCES)
STRUCTURAL FRAME	1 HOUR - TABLE 601
SHIFTS	2 HOUR - 713.1

**ALLOWABLE AREA R-2**

HEIGHT	FLOOR AREA	MAXIMUM SINGLE	MAXIMUM BUILDING AREA
4 STORES	41,529 SQ. FT.	142,587 SQ. FT.	47,305 SQ. FT.
(ACTUAL TABULATED AREA) 23	6,833 SQ. FT.		

**SPRINKLER SYSTEM** AUTOMATIC FIRE SUPPRESSION SYSTEM PER NFPA 13, 2010 EDITION

**DWELLING UNIT SEPARATION** WALLS AND FLOORS BETWEEN DWELLING UNITS ARE CONSTRUCTED AS ONE HOUR PARTITIONS AND HORIZONTAL ASSEMBLIES. REFER TO WALL TYPES FOR UL DRG. DESIGNATIONS (403)

**EGRESS CORRIDORS** ARE REQUIRED TO BE ONE (1) HOUR FIRE RESISTIVE FIRE PARTITIONS THAT EXTENDS TO ONE (1) HOUR CEILING OR TO FLOOR OR ROOF DECK ABOVE. OPENINGS INTO CORRIDOR ARE TO BE 20-MINUTE LABELED GEL-COLORED DOOR AND FRAME ASSEMBLY. DOORS ARE TO BE SUPPLIED WITH SMOKE GASKETS PER 1018.1. DOORS OPENING INTO PERMITTED TO REDUCE THE REQUIRED WIDTH OF CORRIDOR ARE MORE THAN ONE-HALF.

**RECESSED LIGHTING** RECESSED LIGHTING IS REQUIRED TO BE LISTED PER UL FOR INSTALLATION IN FIRE RESISTIVE ASSEMBLIES.

**FLOOR ASSEMBLIES** ALL CHASSES THROUGH RATED FLOOR ASSEMBLIES ARE REQUIRED TO BE IN TWO (2) HOUR ENCLOSURES. ALL FLOOR PENETRATIONS ARE REQUIRED TO BE PROPERLY FIRE STOPPED

**FIRE ALARMS** FIRE ALARM SYSTEM IS REQUIRED BASED UPON CHAPTER 34, PER SECTION 907

**SMOKE DETECTION** SMOKE DETECTORS ARE REQUIRED IN THE FOLLOWING AREAS:  
 1. ON THE CEILING OR WALL OUTSIDE OF EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF BEDROOMS  
 2. IN EACH ROOM USED FOR SLEEPING ROOMS  
 3. IN EACH STORY WITHIN A DWELLING UNIT  
 4. THROUGHOUT ALL COMMON USE AREAS PER CHAPTER 34

**INTERIOR FINISH R-2** VERTICAL EXITS, CLASS C - FLAME SPREAD 75-200 SMOKE DEVELOPMENT 0 - 450  
ROOMS AND ENCLOSED SPACES: CLASS C

**EXIT SIGNS** EXIT SIGNS ARE NOT REQUIRED WHEN ONE (1) EXIT IS PERMITTED AND PER 1011.1 EXCEPTIONS #1 & #3 (B) (LIMITS). EXIT SIGNS ARE REQUIRED FOR ALL COMMON USE CORRIDORS AND SPACES THAT ARE REQUIRED TO HAVE TWO EXITS.

**EXIT ILLUMINATION** EMERGENCY EXIT ILLUMINATION IS NOT REQUIRED IN INDIVIDUAL DWELLING UNITS 100% EXCEPTION 3 (B). EMERGENCY LIGHTING IS REQUIRED FOR ALL MEANS OF EGRESS INCLUDING STAIRS AND NON-RESIDENTIAL SPACES OR ROOMS.

**KEY BOX** KEY (KNOX) BOX IS REQUIRED PER SECTION 506.1 (F). KNOX BOX CAN BE ORDERED THROUGH KNOX BOX.COM

**THERMOSTATS** THERMOSTATS ARE REQUIRED TO BE PROGRAMMABLE PER 2010 INDIANA ENERGY CONSERVATION CODE

**DRYER EXHAUST** DRYER EXHAUST IS PERMITTED TO EXTEND GREATER THAN THE MAXIMUM 25 FEET LENGTH IF MANUFACTURE SPECIFICATION SHEETS ARE PROVIDED WITH DRYER MODELS. THE SPECIFICATION SHEETS ARE REQUIRED TO INDICATE ACCEPTABLE LENGTHS PER EACH MANUFACTURE. SEPARATE ENCLOSURE MANUFACTURES THAT HAVE DRYERS WITH EXTENDED LENGTHS

**UNDER**

**KITCHEN EXHAUST** EXHAUST HOODS OVER RESIDENTIAL RANGES ARE PERMITTED TO BE OF RECYCLATION TYPE

**STAR ENCLOSURE** STAIRS ARE REQUIRED TO BE ENCLOSED WITH A MINIMUM OF TWO (2) HOUR FIRE RESISTIVE CONSTRUCTION. DOOR AND FRAME OPENINGS INTO STAIRS ARE REQUIRED TO BE ONE AND ONE-HALF HOUR RATED (1 1/2) GELS-CLOSING AND POSITIVE LATCHING ASSEMBLIES. THE OPEN STAIR SERVING 10 STORES HAS RECEIVED AN APPROVED VARIANCE BY UPDATING A SPRINKLER WATER CURTAIN AND A MINIMUM DRAFT CURTAIN OF 18" AT THE CEILING OF EACH FLOOR OPENING

**STANDPIPES** CLASS 1 STANDPIPES LOCATED IN STAIRS ARE REQUIRED AND WILL BE PROVIDED

**ACCESSIBILITY FOR R-2** BASED ON CHAPTER 11 OF THE 2014 INDIANA BUILDING CODE, 2009 ANS/A 1117, LUFAS, AND FAIR HOUSING AMENDMENT ACT (HUC):  
 1. ACCESSIBLE ENTRANCES  
 2. ACCESSIBLE ROUTE INTO AND THROUGH THE DWELLING UNIT  
 3. KITCHENS AND BATHROOMS FOR MANEUVERING ABOUT THE SPACE  
 4. ACCESSIBLE ROUTE INTO AND THROUGH THE DWELLING UNIT, LIGHT SWITCHES, AND/OR ELECTRICAL OUTLETS, THERMOSTATS, AND OTHER ENVIRONMENTAL CONTROLS  
 5. REINFORCEMENTS IN BATHROOMS TO ALLOW LATER INSTALLATION OF GRAB BARS  
 6. REINFORCEMENTS IN BATHROOMS TO ALLOW LATER INSTALLATION OF GRAB BARS AROUND THE TOILET, TUB, SHOWER STALL, AND SHOWER SEAT, WHERE SUCH FACILITIES ARE PROVIDED  
 LIGHT SWITCHES AND ENVIRONMENTAL CONTROLS MAXIMUM OF 48 INCHES FROM FLOOR. DOORS PROVIDED ARE REQUIRED TO HAVE A NET CLEARANCE OF 32 INCHES THRESHOLD TO HAVE A MAXIMUM HEIGHT OF THREE-FOURTHS (3/4) INCHES. BATHROOMS ARE TO HAVE A MINIMUM THIRTY (30) INCH BY FORTY-EIGHT (48) INCH CLEAR FLOOR SPACE IN FRONT OF WATER CLOSETS AND LAVATORIES

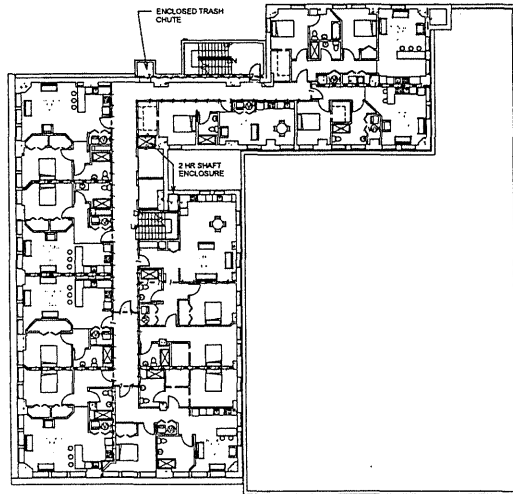


THIS DRAWING AND ALL CONTENTS ARE THE PROPERTY OF RGC COLLABORATIVE. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF RGC COLLABORATIVE.

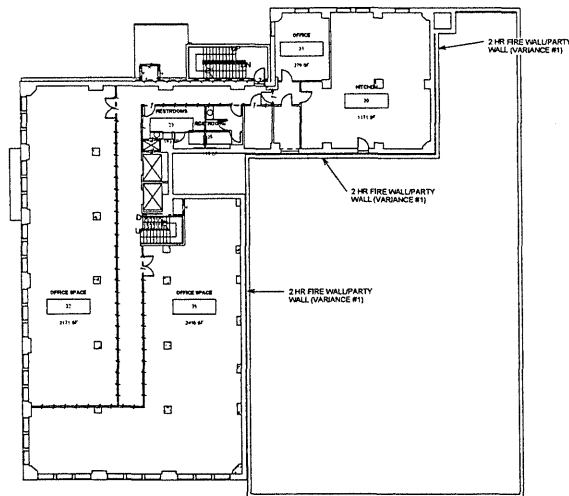
**JMS Apartments Building Renovation**  
108 N. Main Street  
South Bend, Indiana  
46601

NO.	DESCRIPTION	DATE
1	Coordination Meeting	10/26/2015
2	State Permit Submittal	11/4/2015

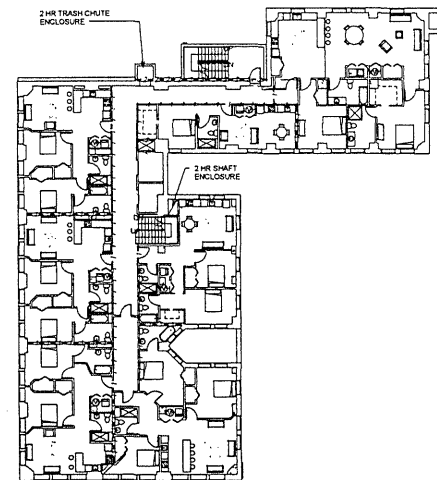
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② THIRD-SIXTH LEVEL LIFE SAFETY PLAN  
1/16" = 1'-0"



① SECOND LEVEL LIFE SAFETY PLAN  
1/16" = 1'-0"



③ 7TH & 8TH LEVEL LIFE SAFETY PLAN  
1/16" = 1'-0"

### WALL TYPES

FIRE RATING AND ACOUSTIC ATTENUATION WHEN REQUIRED BY PARTITION SYMBOL

<p><b>S2A</b> EXISTING EXTERIOR WALL 7/8" METAL FURRING CHANNEL WITH (1) LAYER 5/8" VR GYPSUM WALL BOARD 1 SIDE</p>		<p><b>M8A</b> 7 5/8" CONCRETE MASONRY UNIT RUNNING BOND (2) HOUR RATED UL-9005</p>
<p><b>S2B</b> EXISTING EXTERIOR WALL 7/8" METAL FURRING CHANNEL WITH (1) LAYER 5/8" VR GYPSUM WALL BOARD 1 SIDE</p>		
<p><b>S3A</b> 1 5/8" METAL STUD WITH (1) LAYER 5/8" VR GYPSUM WALL BOARD (USES A) (1) LAYER 5/8" GYPSUM WALL BOARD EACH SIDE ACOUSTIC ATTEN. COMPONENTS STC 50</p>		
<p><b>S33N</b> 1 5/8" (1/2" GAUGE) STEEL STUDS @ 24" O.C. MIN. 1" SPACED ON SEPARATE RUNNERS. (1) LAYER 5/8" FIRECODE CORE GYPSUM PANELS EACH SIDE. BRACING ALONG SAME ROW OF STUDS AT FLUERING WALLS. ADD AN ADDITIONAL 2 1/2" STEEL STUD FOR PENETRATIONS. UL-9005 ACOUSTIC ATTEN. STC 52</p>		
<p><b>S4A</b> 4" METAL STUDS WITH (2) LAYERS 1/2" TYPE X GYPSUM WALL BOARD ONE SIDE &amp; 1" GYPSUM SHAFT LINER 2 HR RATED UL-9005 ACOUSTIC ATTEN STC 50</p>		

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*Shelley E. Hester*

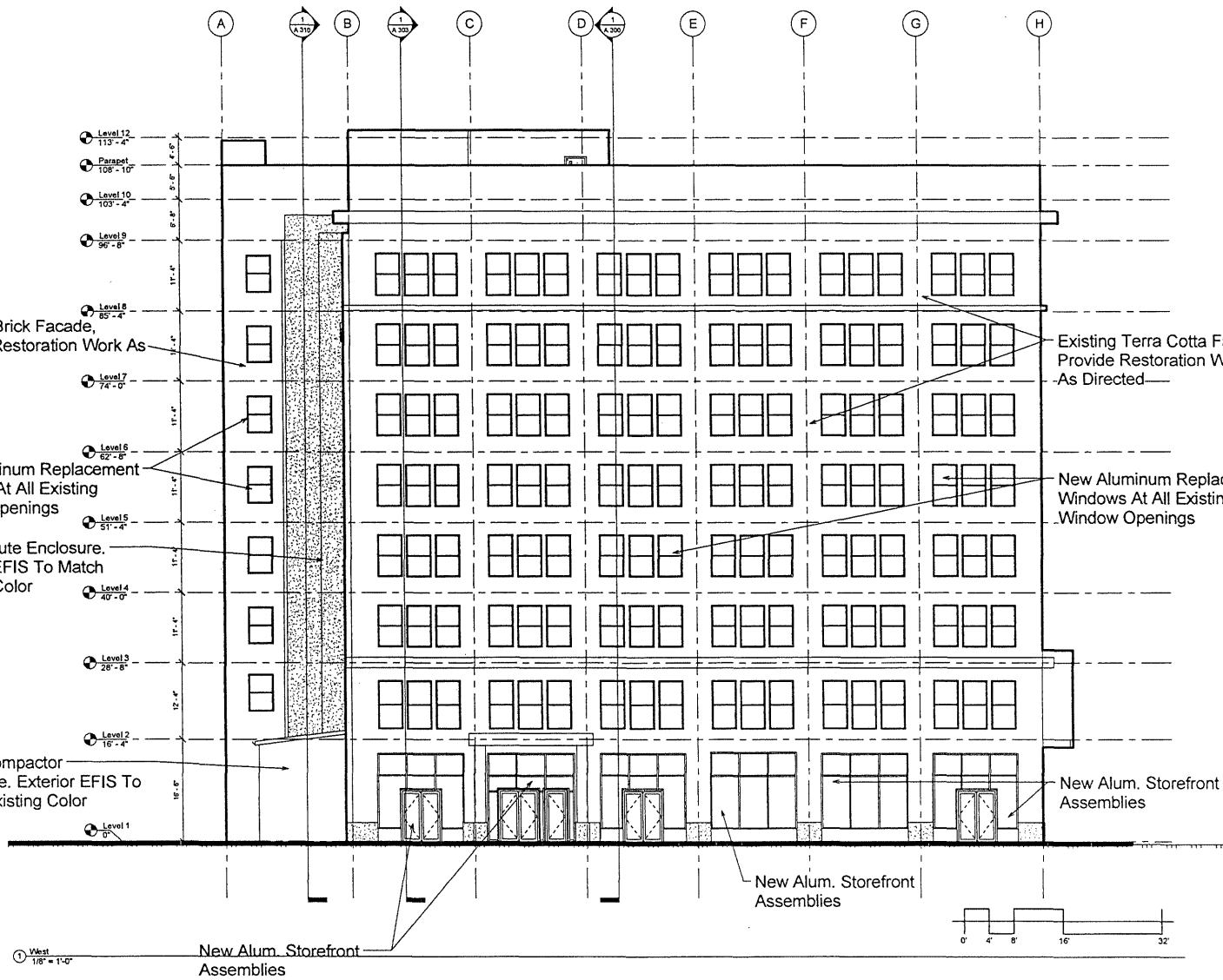
I HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF INDIANA, LICENSE NO. 49246, EXPIRES 10/1/14. I HAVE REVIEWED AND APPROVED THE DESIGN AND CONSTRUCTION OF THE PROJECT DESCRIBED IN THE TITLE OF THIS DRAWING. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY OF ANY KIND, AND I AM NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THIS DRAWING. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY OF ANY KIND, AND I AM NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THIS DRAWING.

PROJECT NUMBER	Project Number	
DATE	08/16/15	
DRAWN BY	Author	
CHECKED BY	Checker	
NO.	DESCRIPTION	DATE
	Coordination Meeting	10/26/2015
	State Permit Submittal	11/14/2015

**EXHIBIT B-2**

**Upgrade Rendering for First Floor**

11/26/2015 11:27:27 AM



Existing Brick Facade,  
Provide Restoration Work As  
Directed

Existing Terra Cotta Facade.  
Provide Restoration Work  
As Directed

New Aluminum Replacement  
Windows At All Existing  
Window Openings

New Aluminum Replacement  
Windows At All Existing  
Window Openings

Trash Chute Enclosure.  
Exterior EFIS To Match  
Existing Color

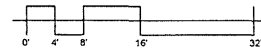
Trash Compactor  
Enclosure. Exterior EFIS To  
Match Existing Color

New Alum. Storefront  
Assemblies

New Alum. Storefront  
Assemblies

New Alum. Storefront  
Assemblies

1 West  
1/8" = 1'-0"



**RGC** collaborative  
456 N. Meridian St. #441247  
Indianapolis, IN 46244

**glc** Great Lakes Capital  
112 West Jefferson Blvd., Suite 200  
South Bend, IN 46601



*Shuff & Hines*

THIS PROFESSIONAL SEAL IS VALID FOR THE STATE OF INDIANA. THE REGISTERED PROFESSIONAL ENGINEER HAS REVIEWED THE PROJECT AND SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE REGISTERED PROFESSIONAL ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY HIMSELF OR HERSELF. THE REGISTERED PROFESSIONAL ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY HIMSELF OR HERSELF. THE REGISTERED PROFESSIONAL ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY HIMSELF OR HERSELF.

JMS Apartments Building  
Renovation

108 N. Main Street  
South Bend, Indiana  
46601

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DRAWN BY	Author
CHECKED BY	Checker

NO.	DESCRIPTION	DATE
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Coordination Meeting 10/26/2015  
State Permit Submittal 11/4/2015

West Elevation

**A 200**

11/5/2015 11:27:35 AM



*Seal & Signature*

THE ENGINEER HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROJECT AND HAS NOT BEEN ADVISED BY THE ARCHITECT OF ANY CHANGES TO THE PROJECT. THE ARCHITECT IS RESPONSIBLE FOR THE ACCURACY OF THE PROJECT INFORMATION AND FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE ARCHITECT'S LIABILITY IS LIMITED TO THE ARCHITECTURAL DESIGN AND CONSTRUCTION OF THE PROJECT.

JMS Apartments Building  
Renovation

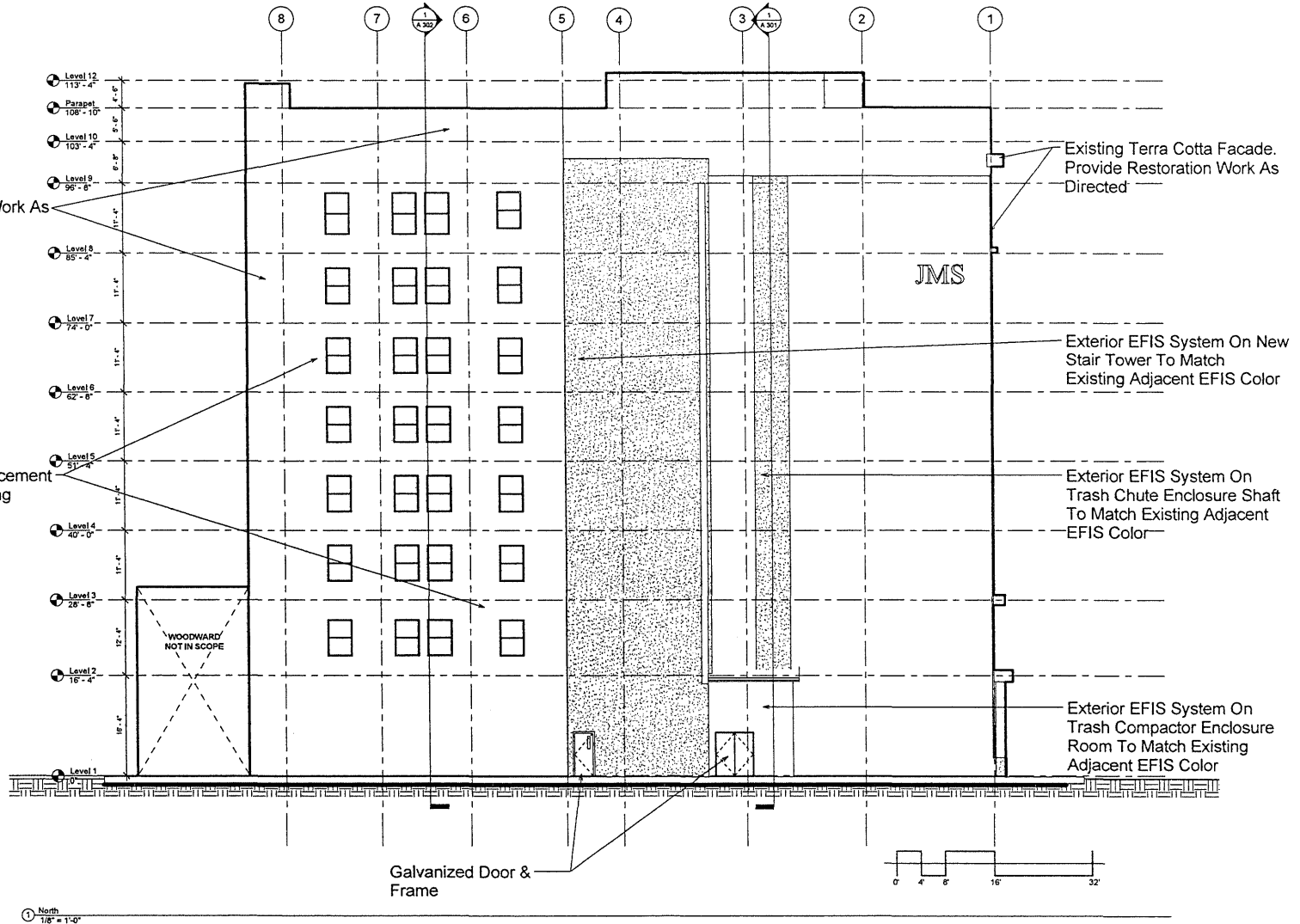
108 N. Main Street  
South Bend, Indiana  
46601

PROJECT NUMBER: Project Number  
DATE: 09/14/15  
DRAWN BY: Author  
CHECKED BY: Checker

NO.	DESCRIPTION	DATE
	Coordination Meeting	10/26/2015
	State Permit Submittal	11/4/2015

North Elevation

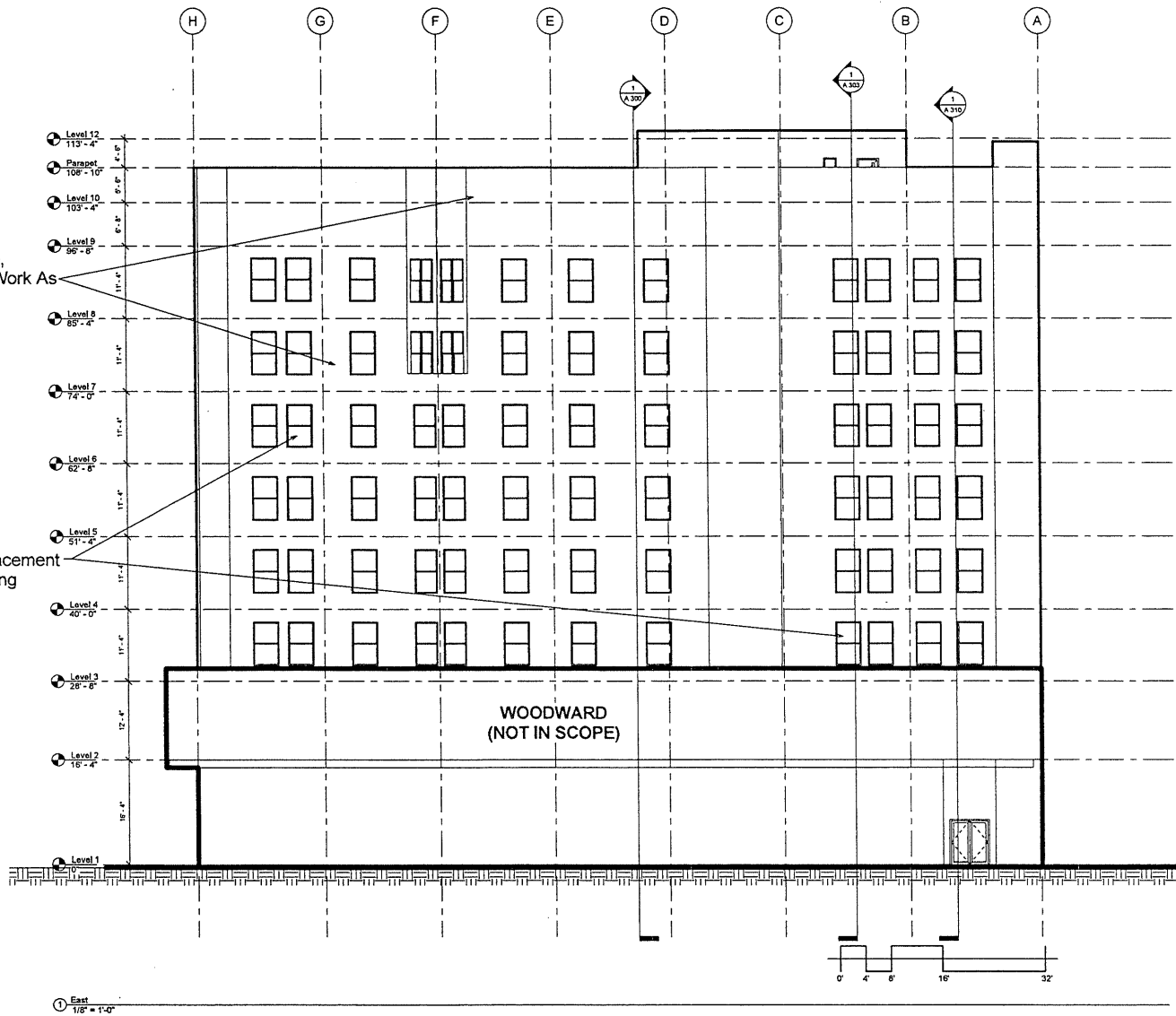
A 201



North  
1/8" = 1'-0"



11/19/2015 11:27:37 AM



**RGC** collaborative  
 456 N. Meridian St. #441247  
 Indianapolis, IN. 46244

**glc** Great Lakes Capital  
 112 West Jefferson Blvd, Suite 200  
 South Bend, IN. 46601



*Andrew E. West*

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JMS Apartments Building  
 Renovation

108 N. Main Street  
 South Bend, Indiana  
 46601

PROJECT NUMBER	Project Number	
DATE	05/14/15	
DRAWN BY	Author	
CHECKED BY	Checker	
NO.	DESCRIPTION	DATE
	Coordination Meeting	10/26/2015
	State Permit Submittal	11/14/2015

East Elevation

**A 202**



*David E. Smith*

THE SEAL AND SIGNATURE OF THE ENGINEER ARE HEREBY PLACED ON THIS DOCUMENT AS EVIDENCE OF HIS OR HER REGISTRATION AND AS A CONDITION OF HIS OR HER CONTRACT WITH THE CLIENT. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY HIMSELF OR HERSELF OR TO THE EXTENT OF HIS OR HER CONTRACT WITH THE CLIENT. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF ANY STRUCTURE OR FOR THE SAFETY OF ANY PERSON OR PROPERTY. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY HIMSELF OR HERSELF OR TO THE EXTENT OF HIS OR HER CONTRACT WITH THE CLIENT.

JMS Apartments Building  
 Renovation

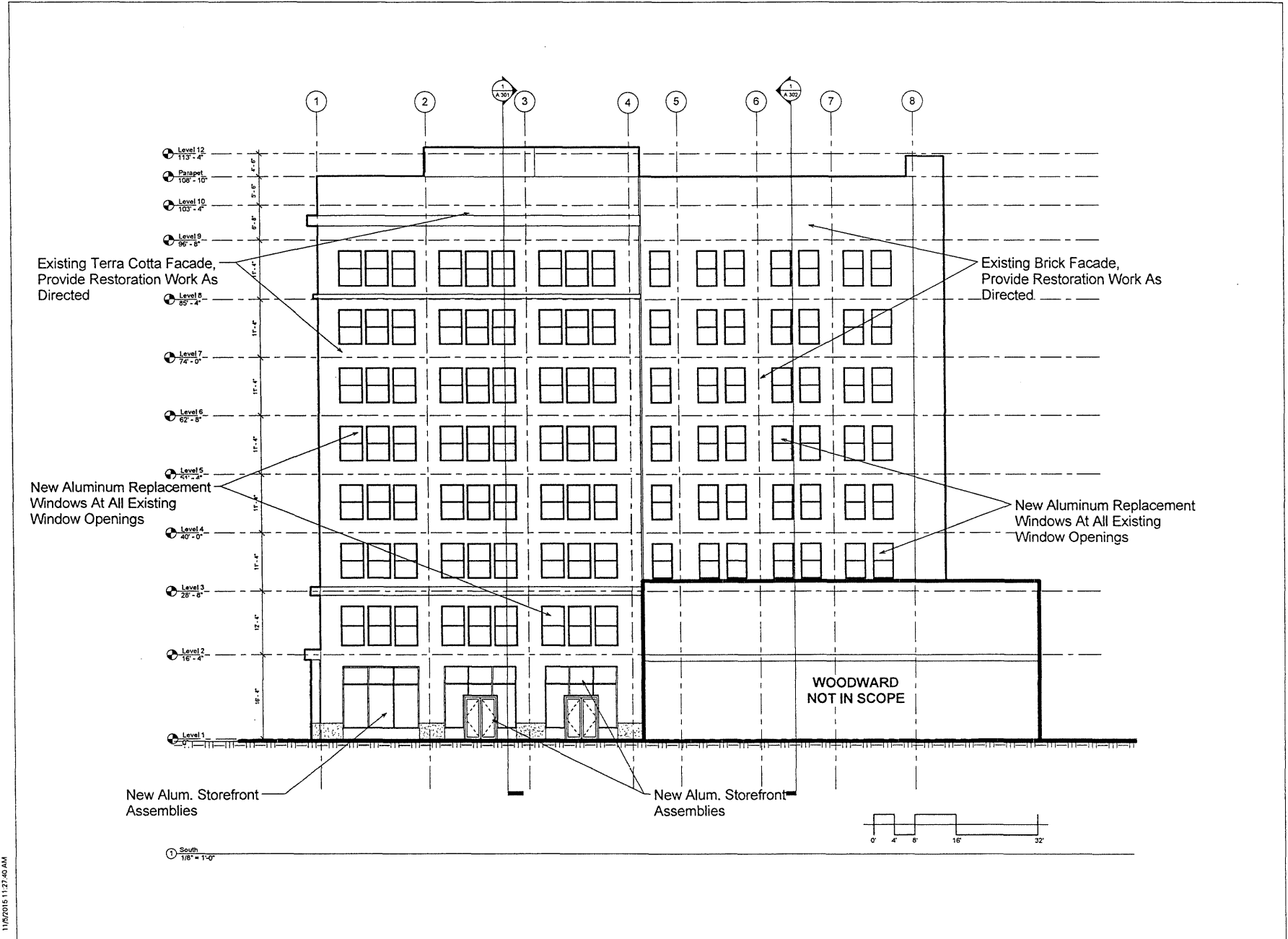
108 N. Main Street  
 South Bend, Indiana  
 46601

PROJECT NUMBER: Project Number  
 DATE: 08/14/15  
 DRAWN BY: Author  
 CHECKED BY: Checker

NO.	DESCRIPTION	DATE
	Coordination Meeting	10/26/2015
	State Permit Submittal	11/14/2015

South Elevation

**A 203**



11/9/2015 11:27:40 AM

## EXHIBIT C

### **Description of Local Public Improvements**

The Commission will complete, or cause to be completed, the following work in accordance with the terms and conditions of the Development Agreement and in compliance with all applicable laws and regulations:

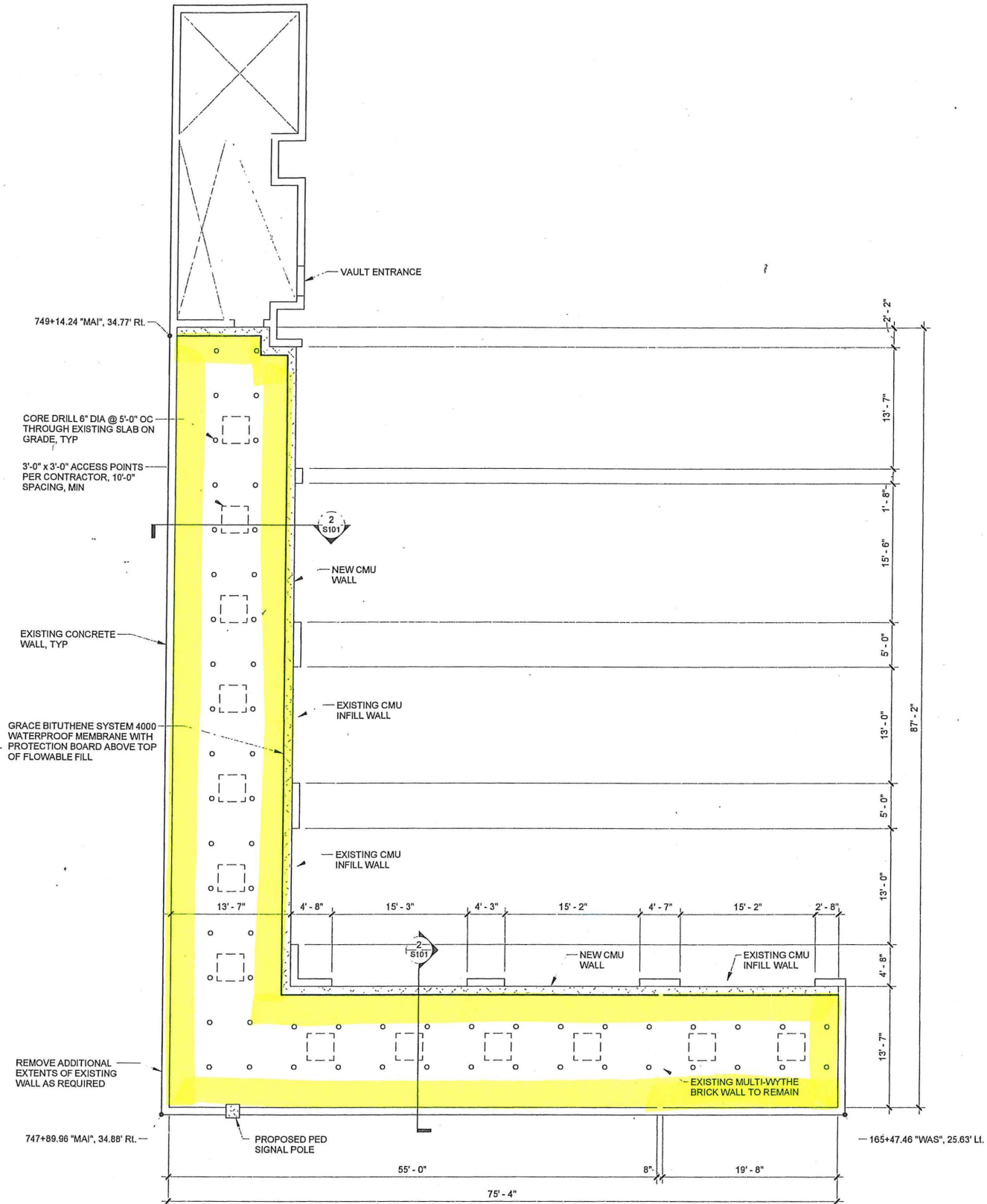
- A. The Commission will repair, bolster, or eliminate, as the Developer may reasonably determine, the vault structures beneath the public sidewalks on or immediately adjacent to the Developer Property, as such areas are identified in the depiction attached hereto as Exhibit C-1.
  
- B. Additional improvements to the parking lot, sidewalks, sewer, water, utility and other infrastructure elements located on the exterior of or serving the Developer Property, including items such as roof, masonry and exterior façade improvements, exterior windows, asbestos abatement, that are necessary to support the redevelopment of the Developer Property in accordance with the terms of this Agreement. As soon as reasonably practicable after such additional improvements are specifically determined, they will be incorporated into this Agreement through a written amendment approved and signed by the Commission and the Developer. All expenditures for such additional improvements are subject to the terms of this Agreement and are conditioned on formal approval by the Commission.

**EXHIBIT C-1**

**Depiction of Vault Areas**

[See attached.]

MAIN STREET



WASHINGTON STREET

1 FOUNDATION PLAN  
 S101 1/8" = 1'-0"



REVISION

**NOT FOR CONSTRUCTION**

R  
F  
D  
I  
C

**EXHIBIT D**

**Form of Easement**

## GRANT OF TEMPORARY EASEMENT

THIS INDENTURE, made as of the 10th day of December, 2015 (the "Effective Date"), by and between JMS Development, LLC, an Indiana limited liability company with offices at 112 West Jefferson Blvd., Suite 200, South Bend, Indiana 46601 (the "Grantor"), and the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment, 1400 S. County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601 (the "Grantee").

### WITNESSETH:

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which Grantor hereby acknowledges, Grantor hereby grants, conveys, and warrants to Grantee a temporary, non-exclusive easement (the "Easement") on, in, over, under and across the real property described in attached Exhibit 1 (the "Property") for the construction, equipping, and delivery of certain improvements on the Property (the "Local Public Improvements"), together with the right of ingress to and egress from the Easement for said purposes, all pursuant a certain Development Agreement by and between Grantor and Grantee, dated December 10, 2015 (the "Development Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Development Agreement.

The Easement granted herein shall pertain to the air, surface, and subsurface rights and interests of Grantor, for the use and benefit of Grantee, and its successors and assigns, to the extent necessary to accomplish and carry out the construction, equipping, and delivery of the Local Improvements on the Property. The Easement hereby granted includes the right and privilege for Grantee at reasonable times to clean and remove from said Easement any debris or obstructions interfering with said Easement.

The Easement granted herein, and its associated benefits and obligations, shall inure to the benefit of Grantee and Grantee's contractors acting on Grantee's behalf in connection with the Local Public Improvements.

Notwithstanding anything contained herein to the contrary, unless extended in writing by Grantor, the Easement shall terminate and be of no further force and effect on the date (hereinafter, the "Construction Termination Date") of the earliest of the following: (a) completion of the Local Public Improvements; (b) expiration or earlier termination of the Development Agreement; or (c) such earlier date as Grantor and Grantee may agree to in writing.

IN WITNESS WHEREOF, Grantor has executed this Grant of Temporary Easement on the date shown in the acknowledgment set forth below to be effective as of the Effective Date.

GRANTOR:

JMS DEVELOPMENT, LLC, an Indiana limited liability company

By: Great Lakes Capital Management, LLC

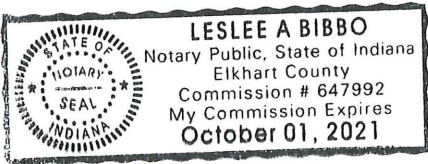
Its: Manager

By: [Signature]  
Ryan C. Rans, Manager

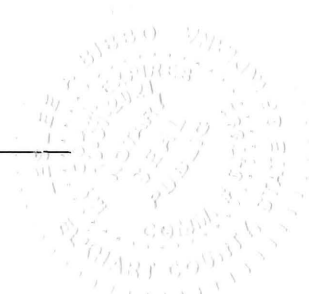
STATE OF INDIANA )  
 ) SS:  
COUNTY OF ST. JOSEPH )

Before me, the undersigned, a Notary Public in and for said State, personally appeared Ryan C. Rans, as Manager of Great Lakes Capital Management, LLC as Manager of JMS Development as Grantor in the above Grant of Temporary Easement, and acknowledged the execution of the same as the Grantor's free and voluntary act and deed.

WITNESS my hand and Notarial Seal this 4th day of December, 2015.



[Signature]  
LESLEE A. BIBBO Notary Public  
Residing in ELKHART County, IN



My Commission Expires: 10/1/2021

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

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.



## EXHIBIT 1

### Description of Property

#### PARCEL I:

A PARCEL OF LAND BOUNDED BY A LINE DRAWN AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT NUMBERED 19 IN THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, RECORDED MARCH 28, 1831 IN PLAT BOOK 1, PAGES 1 AND 2, EXTENDING THENCE NORTH 111 FEET 8 INCHES; THENCE EAST 70 FEET; THENCE NORTH 20 FEET 4 INCHES TO THE NORTH LINE OF LOT NUMBERED 20 IN THE ORIGINAL PLAT OF SAID TOWN; THENCE EAST ON THE NORTH LINE OF SAID LOT NUMBERED 20, 55 FEET; THENCE SOUTH 41 FEET; THENCE WEST 62 FEET 6 INCHES; THENCE SOUTH 91 FEET TO WASHINGTON AVENUE BEING THE SOUTH LINE OF SAID LOT NUMBERED 19; THENCE WEST 62 FEET 6 INCHES TO THE PLACE OF BEGINNING. ALSO, PART OF LOT NUMBERED 20 AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, RECORDED MARCH 28, 1831 IN PLAT BOOK 1, PAGES 1 AND 2, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 139 FEET EAST OF AND 91 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 19 IN SAID ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND (WHICH POINT IS AT THE NORTHEAST CORNER OF PARCEL I AND WHICH POINT IS ALSO ON THE WEST LINE OF A 40 FOOT WIDE SERVICE ALLEY); THENCE NORTH 41 FEET; THENCE WEST 14 FEET; THENCE SOUTH 41 FEET; THENCE EAST 14 FEET TO THE PLACE OF BEGINNING.

#### PARCEL II:

PART OF LOTS NUMBERED NINETEEN (19) AND TWENTY (20) AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, RECORDED MARCH 28, 1831 IN PLAT BOOK 1, PAGES 1 AND 2, DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF LOT NUMBERED 19, WHICH IS ALSO ON THE NORTH LINE OF WASHINGTON STREET IN SAID CITY AT A POINT ON SAID SOUTH LINE 62.5 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT NUMBERED 19; THENCE NORTH 91 FEET; THENCE EAST 76.5 FEET; THENCE SOUTH 91 FEET TO THE NORTH LINE OF WASHINGTON STREET; THENCE WEST OF SAID LINE 76.5 FEET TO THE PLACE OF BEGINNING.

#### PARCEL III:

THE NORTH 20.33 FEET OF THE WEST 70 FEET OF LOT 20, AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, INDIANA, RECORDED MARCH 28, 1831 IN PLAT BOOK 1, PAGES 1 AND 2.

#### PARCEL IV:

A PART OF LOT NUMBERED 21, AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, INDIANA, RECORDED MARCH 28, 1831 IN PLAT BOOK 1, PAGES 1 AND 2, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 21; THENCE SOUTH 5 FEET TO THE POINT OF BEGINNING; THENCE EAST 139 FEET PARALLEL WITH THE NORTH LIEN OF SAID LOT 21 TO A POINT 26 FEET WEST OF THE EAST LINE OF SAID LOT 21; THENCE SOUTH 61 FEET TO THE SOUTH LINE OF SAID LOT 21; THENCE WEST ALONG SAID LINE TO THE SOUTHWEST CORNER OF SAID LOT 21; THENCE NORTH TO THE PLACE OF BEGINNING.

#### Property Addresses:

106-110 N. Main St., South Bend, IN 46601  
123 W. Washington St., South Bend, IN 46601  
V/L Main St., South Bend, IN 46601  
118 N. Main St., South Bend, IN 46601

## EXHIBIT E

### Minimum Insurance Amounts

- A. Worker's Compensation
  - 1. State Statutory
  - 2. Applicable Federal Statutory
  - 3. Employer's Liability \$100,000.00
  
- B. Comprehensive General Liability
  - 1. Bodily Injury
    - a. \$1,000,000.00 Each Occurrence
    - b. \$5,000,000.00 Annual Aggregate Products and Completed Operation
  
  - 2. Property Damage
    - a. \$1,000,000.00 Each Occurrence
    - b. \$5,000,000.00 Annual Aggregate
  
- C. Comprehensive Automobile Liability
  - 1. Bodily Injury
    - a. \$500,000.00 Each Person
    - b. \$500,000.00 Each Accident
  
  - 2. Property Damage
    - a. \$500,000.00 Each Occurrence
  
- D. Comprehensive Liability Insurance
  - 1. Bodily Injury
    - a. \$1,000,000.00 Each Occurrence
    - b. \$5,000,000.00 Annual Aggregate Products and Completed Operation
  
  - 2. Property Damage
    - a. \$1,000,000.00 Each Occurrence
    - b. \$5,000,000.00 Annual Aggregate

**EXHIBIT F**

**Form of Termination**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Mr. John A. Sejdinaj  
Vice President for Finance  
University of Notre Dame  
415 Main Building  
Notre Dame IN 46556-5602

Refers to Parcel Key No.:

SPACE ABOVE THIS LINE RESERVED FOR  
RECORDER'S USE

**TERMINATION OF COVENANTS, RIGHTS, RESTRICTIONS AND OBLIGATIONS  
UNDER CONTRACT FOR SALE OF LAND FOR PRIVATE DEVELOPMENT**

THIS TERMINATION OF COVENANTS, RIGHTS, RESTRICTIONS AND OBLIGATIONS UNDER CONTRACT FOR SALE OF LAND FOR PRIVATE DEVELOPMENT (the "Termination") is entered into this \_\_\_ day of December, 2015, by the City of South Bend, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission (the "Commission"), with consent of the City of South Bend ("City").

Background

A. The Commission was a party to a certain Contract for Sale of Land for Private Development dated February 19, 2009, entered into with Indiana Land Trust 108-118, John Freidline, Trustee ("Prior Developer"), which was recorded with the Office of the St. Joseph County Recorder of April 14, 2009 as Instrument No. 0912058 (the "Prior Contract").

B. Under the Prior Contract, the Commission sold certain property to Prior Developer, subject to continuing covenants, rights, restrictions and obligations with respect to development of the subject property.

C. The Commission is the sole beneficiary and party, together with the City, with any rights to enforce the Prior Contract.

D. The Commission acknowledges that either (i) the obligations of the Prior Contract have been completed, or (ii) the Prior Developer is selling the property for redevelopment in connection with a project involving the JMS Building in South Bend, and has been requested to terminate the covenants, restrictions and obligations imposed on the land subject to the Prior Contract.

In accordance with Commission's rights set forth under the Prior Contract, Commission now desires to place of record with the Recorder's Office this Termination in order to evidence

the termination of all covenants, rights, restrictions and obligations imposed on the land subject to the Prior Contract.

NOW, THEREFORE, in consideration of the above premises, Commission hereby agrees as follows:

1. Background. The Background set forth above are incorporated into and made a part of this Termination as though fully set forth herein. Commission represents it has full authority to execute and deliver this Termination and has the consent of this termination from the City.

2. Termination. The covenants, rights, restrictions and obligations imposed on the land subject to the Prior Contract and the rights granted to Commission and obligation of Prior Developer (and its successors and assigns) thereunder have terminated and are of no further force and effect.

3. Governing Law. This Partial Termination shall be governed by the laws of the State of Indiana

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Commission hereby executes this Termination to be effective as of the date signed below.

**COMMISSION:**

**CITY OF SOUTH BEND,  
DEPARTMENT OF REDEVELOPMENT**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name and Title*

**South Bend Redevelopment Commission**

**ATTEST:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name and Title*

**South Bend Redevelopment Commission**

STATE OF INDIANA )  
 )  
COUNTY OF ST. JOSEPH )

SS:

Before me, the undersigned, a Notary Public for and in said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_ of the South Bend Redevelopment Commission, and acknowledged execution of the foregoing Development Agreement for and on behalf of South Bend Redevelopment Commission for the use and purposes contained therein.

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

(SEAL)

Commission expires: \_\_\_\_\_, Notary Public  
Resident of \_\_\_\_\_ County, \_\_\_\_\_

This instrument was prepared by Richard J. Deahl, BARNES & THORNBURG LLP, 100 North Michigan Street, Suite 700, South Bend, Indiana 46601. 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. Richard J. Deahl.