

Department of
Community Investment

Memorandum

December 11, 2015

TO: South Bend Redevelopment Commission

FROM: Sarah Heintzelman, Business Development

SUBJECT: First Amendment to Development Agreement for Manufacturing Technology Incorporated

On October 29th, 2015 the Commission approved a Development Agreement with Manufacturing Technology Incorporated (MTI), which provided funding for their expansion to a new facility on Sheridan and Linden. MTI is currently growing their presence in the South Bend area and part of that growth requires a redundant feed of the Metronet at their West Washington Street facility, which was included as part of the original Development Agreement.

This First Amendment grants an easement for the installation of the redundant Metronet line at their Washington Street site.

Staff requests approval of the First Amendment to the Development Agreement with MTI.



FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement (this “First Amendment”), 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 Manufacturing Technology, Inc., an Indiana corporation with offices at 1702 W. Washington St., South Bend, Indiana 46628 (the “Developer”) (each, a “Party,” and collectively, the “Parties”).

RECITALS

WHEREAS, the Parties entered into the Development Agreement dated October 29, 2015 (the “Agreement”); and

WHEREAS, the Parties desire to expand the scope of the Local Public Improvements as defined in the Agreement and thereby provide for the completion of certain work to integrate the Developer Property’s connection to the St. Joseph Valley Metronet with the connection of the Developer’s facility located within the Area at 1702 W. Washington St., South Bend, Indiana 46628 (the “Washington Street Facility”) to the St. Joseph Valley Metronet.

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

1. The above Recitals are hereby incorporated into this First Amendment.
2. Each capitalized term in this First Amendment will have the meaning stated in the Agreement unless otherwise provided in this First Amendment.
3. Unless expressly modified by the terms of this First Amendment, all terms and conditions of the Agreement remain in full force and effect.
4. Point C of Exhibit C to the Agreement is deleted in its entirety and replaced by the following: “installation of dark fiber connections to integrate the Developer Property and the Washington Street Facility into the St. Joseph Valley Metronet;”
5. The following Section 3.2 is added to the Agreement immediately following Section 3.1:

3.2 Grant of Easement on Washington Street Facility. The Developer will grant to the Commission a temporary, non-exclusive easement on, in, over, under and across any part(s) of the Washington Street Facility in the form attached hereto as **Exhibit F**, to permit the Commission to complete the Local Public Improvements associated with the Developer’s connection of the St. Joseph Valley Metronet to the Developer Property and the Washington Street Facility. Said 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

EXHIBIT F

Form of Easement on Washington Street Facility

its grantees, successors, and assigns; and (c) shall terminate upon completion of the Local Public Improvements, as determined by the Board of Works.

6. Attached Exhibit F is hereby added to and incorporated into the Agreement.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement to be effective as of the Effective Date.

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

DEVELOPER:

MANUFACTURING TECHNOLOGY, INC.

By: 

Name: Greg R. Harp

Title: Chief Financial Officer

GRANT OF TEMPORARY EASEMENT

THIS INDENTURE, made as of the 7th day of December, 2015 (the "Effective Date"), by and between Manufacturing Technology, Inc., an Indiana corporation with offices at 1702 W. Washington St., South Bend, Indiana 46628 (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 October 29, 2015, as amended by the First Amendment to Development Agreement 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 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:

Manufacturing Technology Inc., an Indiana corporation

[Handwritten Signature]

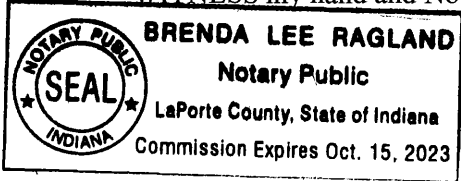
Printed: Guy R Harper.

Its: Chief-Finance/Officer

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

Before me, the undersigned, a Notary Public in and for said State, personally appeared Guy Harper, to me known to be the CEO of the Grantor in the above Grant of Temporary Easement, and acknowledged the execution of the same as the Grantor's free and voluntary act and deed.

WITNESS my hand and Notarial Seal this 7 day of December, 2015.



[Handwritten Signature]

Indiana, Notary Public
Residing in LaPorte County, IN

My Commission Expires: 10-15-23

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

A PARCEL OF LAND BEING A PART OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 2 EAST, PORTAGE TOWNSHIP, CITY OF SOUTH BEND, INDIANA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF COLLEGE STREET AND THE NORTH RIGHT-OF-WAY LINE OF WASHINGTON AVENUE; THENCE NORTH 89°40'24" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 402.37 FEET; THENCE SOUTH 0°00'06" EAST, A DISTANCE OF 66.00 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 89°40'24" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID WASHINGTON AVENUE, A DISTANCE OF 400.71 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 247.50 FEET, A CENTRAL ANGLE OF 24°13'52" AND LIMITED IN LENGTH BY A CHORD WHICH BEARS SOUTH 77°53'10" EAST, A DISTANCE OF 103.89 FEET; THENCE SOUTH 15°08'00" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 19°26'00" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 25°05'00" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 26°53'00" EAST, A DISTANCE OF 149.75 FEET; THENCE NORTH 89°43'14" WEST, A DISTANCE OF 220.17 FEET; THENCE SOUTH 00°00'06" EAST, A DISTANCE OF 104.15 FEET; THENCE SOUTH 89°40'24" WEST, A DISTANCE OF 400.71 FEET; THENCE NORTH 00°00'06" WEST, A DISTANCE OF 399.14 FEET TO THE PLACE OF BEGINNING CONTAINING 4.67 ACRES MORE OR LESS.

Commonly known as 1702 W. Washington St., South Bend, Indiana 46628

Tax Key Numbers 18-2001-0002, 18-2001-0005, 18-2001-0006, and part of 18-2001-0001