

Department of
Community Investment

Memorandum

June 30, 2016

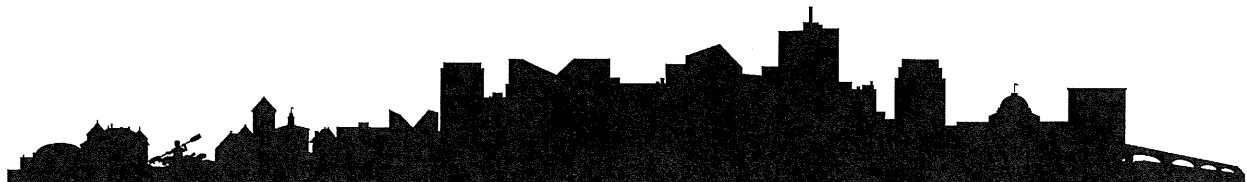
TO: South Bend Redevelopment Commission
FROM: David Relos, Economic Resources *DR*
SUBJECT: Purchase Agreement & Reciprocal Access Easement Agreement
300 Block S. Lafayette – Portion of parking lot north of Schillings

This parking lot, to the north of the former Schillings building, was taken through the disposition process, with no bids being received on April 28 2016.

On March 24, 2016 the Commission and Jones Petrie Rafinski (JPR) entered in to an Agreement to Buy and Sell Real Estate for the former Schillings property, at the corner of Lafayette and Western. The sale of a portion of this parking lot, its southern-most row, will allow JPR to consolidate their operations and employees in to the Schillings building.

Because this southern-most row of parking shares a common drive lane with the rest of this parking lot, the Reciprocal Access Easement Agreement allows both parties to use their respective row(s) of parking without reconfiguring the parking spaces. This Easement Agreement can be terminated by mutual agreement, or when the Commission or City no longer owns the remainder of this parking lot, i.e., it has been sold for development purposes.

Staff requests approval of the Real Estate Purchase Agreement and Reciprocal Access Easement Agreement with Jones Petrie Rafinski.





018-3009-0304

018-3009-0305

018-3009-0306

018-3009-0307

018-3009-0308

Lafayette Blvd

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (this "Agreement") is made on June 30, 2016 (the "Contract Date"), by and between the City of South Bend, Indiana, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission ("Seller") and Jones Petrie Rafinski Corp., an Indiana corporation with its registered office at 4703 Chester Dr., Elkhart, Indiana 46516 ("Buyer") (each a "Party" and together the "Parties").

RECITALS

A. Seller exists and operates pursuant to the Redevelopment of Cities and Towns Act of 1953, as amended, being Ind. Code 36-7-14 (the "Act").

B. In furtherance of its purposes under the Act, Seller owns certain real property located in South Bend, Indiana (the "City"), and more particularly described in attached **Exhibit A** (the "Property").

C. Pursuant to the Act, Seller adopted its Resolution No. 3332 on March 24, 2016, whereby Seller established an offering price of Thirteen Thousand Dollars (\$13,000.00) for the Property.

D. Pursuant to the Act, on March 24, 2016, Seller authorized the publication, on April 1, and April 8, respectively, of a notice of its intent to sell the Property and its desire to receive bids for said Property on or before April 28, 2016.

E. As of April 28, 2016, Seller received no bids for the Property, and, therefore, having satisfied the conditions stated in Section 22 of the Act, Seller now desires to sell the Property to Buyer on the terms stated in this Agreement.

THEREFORE, in consideration of the mutual covenants and promises in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, Buyer and Seller agree as follows:

1. OFFER AND ACCEPTANCE

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

Brian Pawlowski, Acting Executive Director
Department of Community Investment
City of South Bend
1400 S. County-City Building
227 W. Jefferson Blvd.
South Bend, Indiana 46601

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

David Rafinski, Vice President
Jones Petrie Rafinski Corp.
4703 Chester Dr.
Elkhart, Indiana 46516

2. PURCHASE PRICE

The purchase price for the Property shall be One Dollar (\$1.00) (the "Purchase Price"), payable by Buyer to Seller in cash at the closing described in Section 10 below (the "Closing," the date of which is the "Closing Date").

3. BUYER'S DUE DILIGENCE

A. Investigation. Seller acknowledges that Buyer's purchase of the Property requires investigation into various matters (Buyer's "Due Diligence"). Therefore, Buyer's obligation to complete the purchase of the Property is conditioned upon the satisfactory completion, in Buyer's discretion, of Buyer's Due Diligence, including, without limitation, Buyer's examination, at Buyer's sole expense, of zoning and land use matters, environmental matters, real property title matters, and the like, as applicable.

B. Due Diligence Period. Buyer shall have a period of thirty (30) days following the Contract Date to complete its examination of the Property in accordance with this Section 3 (the "Due Diligence Period").

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

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

(ii) file any application with any federal, state, county, municipal or regional agency relating to the Property for the purpose of obtaining any approval necessary for Buyer's anticipated use of the Property. If Seller's written consent to or signature upon any such application is required by any such agency for consideration or acceptance of any such application, Buyer may request from Seller such consent or signature, which Seller shall not unreasonably withhold. Notwithstanding the foregoing, any zoning commitments or other commitments that would further restrict the future use or development of the Property, beyond the restrictions in place as a result of the current zoning of the Property, shall be subject to Seller's prior review and written approval.

D. Termination of Agreement. If at any time within the Due Diligence Period Buyer determines, in its sole discretion, not to proceed with the purchase of the Property, Buyer may terminate this Agreement by written notice to Seller's Representative.

4. SELLER'S DOCUMENTS; ENVIRONMENTAL SITE ASSESSMENT

Upon Buyer's request, Seller will provide Buyer a copy of all known environmental inspection, engineering, title, and survey reports and documents in Seller's possession relating to the Property. In the event the Closing does not occur, Buyer will immediately return all such reports and documents to Seller's Representative with or without a written request by Seller. In addition to reviewing any environmental reports provided by Seller, Buyer may, at Buyer's sole expense, obtain a Phase I environmental site assessment of the Property pursuant to and limited by the authorizations stated in Section 3 above.

5. PRESERVATION OF TITLE

After the Contract Date, Seller shall not take any action or allow any action to be taken by others to cause the Property to become subject to any interests, liens, restrictions, easements, covenants, reservations, or other matters affecting Seller's title (such matters are referred to as "Encumbrances"). Seller acknowledges that Buyer intends to obtain, at Buyer's sole expense, and to rely upon a commitment for title insurance on the Property (the "Title Commitment") and a survey of the Property (the "Survey") identifying all Encumbrances as of the Contract Date. The Property shall be conveyed to Buyer free of any Encumbrances other than Permitted Encumbrances (as defined in Section 7 below).

6. TITLE COMMITMENT AND POLICY REQUIREMENTS

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

7. REVIEW OF TITLE COMMITMENT AND SURVEY

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

8. DISPUTE RESOLUTION

A. Forum. Any action to enforce the terms or conditions of this Agreement or otherwise concerning a dispute under this Agreement will be commenced in the courts of St. Joseph County, Indiana, unless the Parties mutually agree to an alternative method of dispute resolution.

B. Waiver of Jury Trial. Both Parties hereby waive any right to trial by jury with respect to any action or proceeding relating to this Agreement.

9. NOTICES

All notices required or allowed by this Agreement, before or after Closing, shall be delivered in person or by certified mail, return receipt requested, postage prepaid, addressed to Seller in care of Seller's Representative (with a copy to South Bend Legal Department, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, IN 46601, Attn: Corporation Counsel), or to Buyer in care of Buyer's Representative at their respective addresses stated in Section 1 above. Either Party may, by written notice, modify its address or representative for future notices.

10. CLOSING

A. Timing of Closing. Unless this Agreement is earlier terminated, the Closing shall be held at the office of the Title Company, and the Closing Date shall be a mutually agreeable date not later than thirty (30) days after the end of the Due Diligence Period.

B. Closing Procedure.

(i) At Closing, Buyer shall deliver the Purchase Price to Seller, conditioned on Seller's delivery of the Deed, in the form attached hereto as **Exhibit B**, conveying the Property to Buyer, free and clear of all liens, encumbrances, title defects, and exceptions other than Permitted Encumbrances, and the Title Company's delivery of the marked-up copy of the Title Commitment (or pro forma policy) to Buyer in accordance with Section 6 above.

(ii) At Closing, Buyer and Seller will execute and deliver a Reciprocal Access Easement Agreement in the form attached hereto as **Exhibit C** (the "Easement") granting one another certain temporary rights of access affecting the Property and abutting real property retained by Seller.

(iii) Following Closing, Buyer will promptly cause the Deed to be recorded, and the Easement to be recorded immediately thereafter, in the Office of the Recorder of St. Joseph County.

(iv) Possession of the Property shall be delivered to the Buyer on September 1, 2016, in the same condition as it existed on the Contract Date, ordinary wear and tear and casualty excepted.

C. RESERVED.

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

11. ACCEPTANCE OF PROPERTY AS-IS

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

12. TAXES

Buyer, and Buyer's successors and assigns, shall be liable for any and all real property taxes assessed and levied against the Property with respect to the year in which the Closing takes place and for all subsequent years. Seller shall have no liability for any real property taxes associated with the Property, and nothing in this Agreement shall be construed to require the proration or other apportionment of real property taxes resulting in Seller's liability therefor.

13. REMEDIES

Upon any default in or breach of this Agreement by either Party, the defaulting Party will proceed immediately to cure or remedy such default within thirty (30) days after receipt of written notice of such default or breach from the non-defaulting Party, or, if the nature of the default or breach is such that it cannot be cured within thirty (30) days, the defaulting Party will diligently pursue and prosecute to completion an appropriate cure within a reasonable time. In the event of a default or breach that remains uncured for longer than the period stated in the foregoing sentence, the non-defaulting Party may terminate this Agreement, commence legal proceedings, including an action for specific performance, or pursue any other remedy available at law or in equity. All the Parties' respective rights and remedies concerning this Agreement and the Property are cumulative.

14. COMMISSIONS

The Parties mutually acknowledge and warrant to one another that neither Buyer nor Seller is represented by any broker in connection with the transaction contemplated in this Agreement. Buyer and Seller agree to indemnify and hold harmless one another from any claim for commissions in connection with the transaction contemplated in this Agreement.

15. INTERPRETATION; APPLICABLE LAW

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

16. ENTIRE AGREEMENT

This Agreement embodies the entire agreement between Seller and Buyer and supersedes all prior discussions, understandings, or agreements, whether written or oral, between Seller and Buyer concerning the transaction contemplated in this Agreement.

17. ASSIGNMENT

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

18. BINDING EFFECT; COUNTERPARTS; SIGNATURES

All the terms and conditions of this Agreement will be effective and binding upon the Parties and their successors and assigns at the time the Agreement is fully signed and delivered by Buyer and Seller. This Agreement may be separately executed in counterparts by Buyer and Seller, and the same, when taken together, will be regarded as one original Agreement. Electronically transmitted signatures will be regarded as original signatures.

19. AUTHORITY TO EXECUTE; EXISTENCE

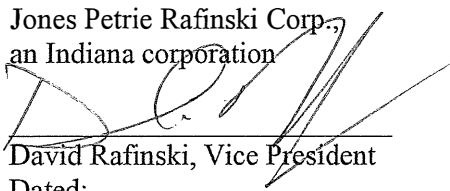
The undersigned persons executing and delivering this Agreement on behalf of the respective Parties represent and certify that they are the duly authorized representatives of each and have been fully empowered to execute and deliver this Agreement and that all necessary corporate action has been taken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

[Signature page follows.]

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

BUYER:

Jones Petrie Rafinski Corp.,
an Indiana corporation



David Rafinski, Vice President

Dated:

SELLER:

City of South Bend, Department of Redevelopment,
by and through its governing body, the South Bend
Redevelopment Commission

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

4000.0000077 51795198.004

EXHIBIT A

Description of Property

South half (1/2) of Lot Numbered Four Hundred Five (405) as shown on the recorded Original Plat of the Town, now City, of South Bend.

Commonly known as 317 S. Lafayette Blvd., South Bend, Indiana
[Parcel Key Number 018-3009-0307]

EXHIBIT B

Form of Special Warranty Deed

AUDITOR'S RECORD

TRANSFER NO. _____

TAXING UNIT _____

DATE _____

KEY NO. _____

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH, that the City of South Bend, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission, 1400 S. County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana (the "Grantor")

CONVEYS AND SPECIALLY WARRANTS to Jones Petrie Rafinski Corp., an Indiana corporation with its registered office at 4703 Chester Dr., Elkhart, Indiana 46516 (the "Grantee"),

for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following real estate located in St. Joseph County, Indiana (the "Property"):

South half (1/2) of Lot Numbered Four Hundred Five (405) as shown on the recorded Original Plat of the Town, now City, of South Bend.

Commonly known as 317 S. Lafayette Blvd., South Bend, Indiana
[Parcel Key Number 018-3009-0307]

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

The Grantor hereby conveys the Property to the Grantee free and clear of all leases or licenses; subject to real property taxes and assessments; subject to all easements, covenants, conditions, restrictions, and other matters of record; subject to rights of way for roads and such matters as would be disclosed by an accurate survey and inspection of the Property; subject to all applicable building codes and zoning ordinances; and subject to all provisions and objectives contained in the Commission's development area plan dated May 10, 1985, and recorded as Document No. 8509691 in the Office of the Recorder of St. Joseph County, Indiana, as thereafter amended from time to time, and any design review guidelines associated therewith.

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

Each of the undersigned persons executing this deed on behalf of the Grantor represents and certifies that s/he is a duly authorized representative of the Grantor and has been fully empowered, by

proper action of the governing body of the Grantor, to execute and deliver this deed, that the Grantor has full corporate capacity to convey the real estate described herein, and that all necessary action for the making of such conveyance has been taken and done.

GRANTOR:

CITY OF SOUTH BEND,
DEPARTMENT OF REDEVELOPMENT

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

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

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

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

My Commission Expires:

Notary Public
Residing in St. Joseph County, Indiana

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

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

EXHIBIT C

Form of Reciprocal Access Easement Agreement

RECIPROCAL ACCESS EASEMENT AGREEMENT

This Reciprocal Access Easement Agreement (this "Easement") is made and entered into as of _____, 2016 (the "Effective Date"), by and between the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment (the "Commission"), and Jones Petrie Rafinski Corp., an Indiana corporation with its registered office at 4703 Chester Dr., Elkhart, Indiana 46516 (the "Company").

RECITALS

A. As of the Effective Date of this Easement Agreement, pursuant to the parties' Real Estate Purchase Agreement dated June 30, 2016, Company has acquired from Commission fee simple ownership of certain real property located in the City of South Bend, Indiana (the "City"), as more particularly described in Exhibit 1 attached hereto and incorporated herein (the "Company Parcel"), situated south of and abutting the Commission Parcel (as defined below).

B. Commission owns in fee simple certain real property located in the City, as more particularly described in Exhibit 2 attached hereto and incorporated herein (the "Commission Parcel"), situated north of and abutting the Company Parcel.

C. Company desires to obtain from Commission an easement for access over the Commission Parcel to the Company Parcel for the purpose of parking passenger vehicles on the Company Parcel.

D. Commission desires to obtain from Company an easement for access over the Company Parcel to the Commission Parcel for the purpose of parking passenger vehicles on the Commission Parcel.

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

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

1. Grant of Easement to Company. Commission hereby grants and conveys to Company, its successors and assigns, a temporary, non-exclusive easement for the purpose of vehicular ingress and egress over and across the Commission Parcel to and from the Company Parcel by Company, its tenants, agents, contractors, employees, licensees or invitees for the

purpose of parking passenger vehicles of Company and its tenants, agents, contractors, employees, licensees or invitees on the Company Parcel (the "Company's Easement").

2. Grant of Easement to Commission. Company hereby grants and conveys to Commission, its successors and assigns, a temporary, non-exclusive easement for the purpose of vehicular ingress and egress over and across the Company Parcel to and from the Commission Parcel by the Commission and its tenants, agents, contractors, employees, licensees or invitees for the purpose of parking passenger vehicles of Commission and its tenants, agents, contractors, employees, licensees or invitees on the Commission Parcel ("Commission's Easement").

3. Termination. Both the Commission's Easement and the Company's Easement will terminate (a) upon mutual written agreement of Commission and Company, or (b) at such time that neither the Commission nor the City (or any agency or instrumentality of the City) owns or possesses the Commission Parcel.

4. Damage. In the event Commission's use of the Commission's Easement causes any substantial damage to the Company Parcel, Commission will repair such damage to Company's satisfaction at Commission's sole expense. In the event Company's use of the Company's Easement causes any substantial damage to the Commission Parcel, Company will repair such damage to Commission's satisfaction at Company's sole expense.

5. Clear Path of Travel. Commission will maintain a clear path of travel over a reasonable course of ingress to and egress from the Company Parcel by way of the Lafayette Boulevard curb cut existing on the Commission Parcel as of the Effective Date of this Easement Agreement (the "Company's Path of Travel"). Without obtaining Company's prior written consent, Commission will place no permanent structures, in, on, or over Company's Path of Travel that will obstruct or interfere with Company's use of the Company's Easement. Company will maintain a clear path of travel over the Company Parcel to permit a reasonable vehicular turning radius for Commission's use of all parking spaces on the Commission Parcel (as striped and configured as of the Effective Date of this Easement Agreement or as later modified in Commission's sole discretion) (the "Commission's Path of Travel"). Without obtaining Commission's prior written consent, Company will place no permanent structures, in, on, or over Commission's Path of Travel that will obstruct or interfere with Commission's use of the Commission's Easement.

6. Hazardous Materials. Company shall not cause or permit, knowingly or unknowingly, any hazardous material to be brought or remain upon, kept, used, discharged, leaked, or emitted upon the Commission Parcel. Commission shall not cause or permit, knowingly or unknowingly, any hazardous material to be brought or remain upon, kept, used, discharged, leaked, or emitted upon the Company Parcel.

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

8. Indemnification; Insurance. Commission shall indemnify and hold Company harmless from and against claims resulting from Commission's use of the Commission's Easement, except for claims arising out of the negligent or intentional acts of Company or its tenants, agents, contractors, employees, licensees or invitees. Company shall indemnify and hold Commission harmless from and against claims resulting from Company's use of the Company's Easement, except for claims arising out of the negligent or intentional acts of Commission or its tenants, agents, contractors, employees, licensees or invitees. 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 Commission and the City of South Bend as additional insureds under any such policy of insurance. Immediately upon the execution of this Easement Agreement, Company will produce to Commission a certificate of insurance evidencing the same.

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

10. Reservation of Rights. Commission reserves the free use of the Commission Parcel in any manner not inconsistent with the terms of this Easement Agreement. Company reserves the free use of the Company Parcel in any manner not inconsistent with the terms of this Easement Agreement.

11. Cross References. The last deed of record to the real estate of which the Commission Parcel is a part is Document Number 1203253 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.

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

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

14. Authority; Counterparts; Signatures. Each undersigned person represents that he or she is duly authorized to sign this Easement Agreement on behalf of his or her party and to bind said party to its terms. This Easement 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.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have signed this Reciprocal Access Easement Agreement to be effective as of the Effective Date stated above.

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST

Donald E. Inks, Secretary

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

Before me, a Notary Public in and for said County and State, personally appeared Marcia I. Jones and Donald E. Inks, President and Secretary, respectively, of the South Bend Redevelopment Commission, and acknowledged the execution of the foregoing Reciprocal Access Easement Agreement for and on behalf of the Commission.

WITNESS my hand and seal this ____ day of ____, 2016.

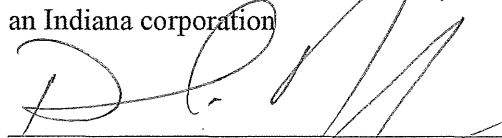
My Commission Expires:

Notary Public

(Printed Name)

Resident of _____ County, Indiana

JONES PETRIE RAFINSKI CORP.,
an Indiana corporation



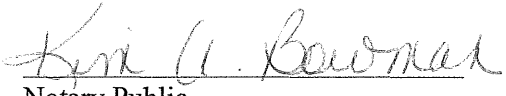
David Rafinski, Vice President

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State personally appeared David Rafinski, Vice President of Jones Petrie Rafinski Corp., an Indiana corporation, and acknowledged the execution of the foregoing Reciprocal Access Easement Agreement for and on behalf of said corporation.

WITNESS my hand and seal this 23rd day of June, 2016.

My commission expires:
April 17, 2017



Notary Public
Resident of St Joseph County
Kim A. Bowman

Printed Name of Notary

EXHIBIT 1

Description of Company Parcel

South half (1/2) of Lot Numbered Four Hundred Five (405) as shown on the recorded Original Plat of the Town, now City, of South Bend.

Commonly known as 317 S. Lafayette Blvd., South Bend, Indiana
[Parcel Key Number 018-3009-0307]

EXHIBIT 2

Description of Commission Parcel

North half (1/2) of Lot Numbered Four Hundred Five (405), Lot Numbered Four Hundred Four (404), and a strip of land six (6) feet in width, North and South, taken off of and from the entire length of the South side of Lot Numbered Four Hundred Three (403), all as shown on the recorded Original Plat of the Town, now City, of South Bend.

Commonly known as 302-313 S. Lafayette Blvd., South Bend, Indiana
[Parcel Key Numbers 018-3009-0305 and 018-3009-0306]