



# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

### Redevelopment Commission Agenda Item

DATE: 7/21/23  
FROM: Joseph Molnar  
SUBJECT: First Amendment Purchase Agreement

\_\_\_\_\_ Pres/V-Pres

ATTEST: \_\_\_\_\_ Secretary

Date: \_\_\_\_\_

APPROVED  Not Approved

*SOUTH BEND REDEVELOPMENT COMMISSION*

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

PURPOSE OF REQUEST: First Amendment of the Advantix Purchase Agreement to fix scrivener error

Specifics: On July 13<sup>th</sup> 2023, the RDC approved a Purchase Agreement with Advantix Development Corporation for land at Lincolnway West and Marion for the development of affordable housing. The Agreement contained a scrivener's error indicating the wrong contact information for notices and communications. This First Amendment substitutes the correct contact information.

City Staff recommends approval of the First Amendment.

INTERNAL USE ONLY: Project Code: \_\_\_\_\_;

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

Costs: Engineering Amt: \_\_\_\_\_; Other Prof Serv Amt \_\_\_\_\_;

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

Building Imp Amt \_\_\_\_\_; Sewers Amt \_\_\_\_\_; Other (specify) Amt: \_\_\_\_\_

\_\_\_\_\_. Going to BPW for Contracting? Y/N

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

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## **FIRST Amendment to REAL ESTATE PURCHASE AGREEMENT**

This FIRST AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT (this “**Amendment**”) is made and entered into to be effective as of the 27th day of July, 2023, by and between South Bend Redevelopment Commission (“**Seller**”), as Seller, and Advantix Development Corporation, an Indiana non-profit corporation, with its registered address being 500 SE 10<sup>th</sup> Street, Evansville, Indiana (“**Buyer**”), as Buyer (each a “Party” and collectively, the “Parties”).

### **RECITALS**

A. Seller and Buyer entered into that certain Real Estate Purchase Agreement, dated effective as of July 13, 2023 (the “**Agreement**”), for the purchase and sale of certain real property located in the in St. Joseph County, City of South Bend, State of Indiana as more particularly described in Exhibit A of the Agreement (the “**Real Estate**”). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

B. Seller and Buyer now desire to amend the Agreement in order to provide for an extension of the Closing date thereunder and to address certain other matters, all as set forth hereunder.

### **AGREEMENT**

NOW, THEREFORE, in consideration of these premises, and the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. **Recitals.** The recitals set forth above, including each and every recital contained therein, are incorporated into and made a part of this Amendment as though fully set forth herein.
2. **Amendments.** The Agreement is hereby amended as follows:
  - a) Section 12 (A.): the text following the words “To Buyer” shall be deleted in its entirety and replaced with the following:

Advantix Development Corporation  
Attn: Tim Martin  
500 SE 10<sup>th</sup> Street  
Evansville, Indiana 47713

3. **Entire Agreement; Conflict.** Except as otherwise stated herein, all other terms, conditions and agreements contained in the Agreement remain unmodified and in full force and effect. The Parties hereby expressly reaffirm their respective obligations under the Agreement, and unless expressly modified by this First Amendment, the terms and provisions of the Agreement remain in full force and effect. To the extent a conflict exists between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

4. **Capitalized Terms.** Capitalized Terms used in this First Amendment will have the same meanings set forth in the Agreement, except as otherwise stated herein.

5. **Counterparts; Electronic or Facsimile Transmission.** This Amendment may be executed in counterparts which, when combined, shall constitute one instrument. The electronic or facsimile transmission of a signed counterpart of this Amendment shall be binding upon the party whose signature is contained on the transmitted copy.

**[Signature Page Follows.]**

IN WITNESS WHEREOF, Buyer and Seller have executed this First Amendment to Real Estate Purchase Agreement to be effective as of the date set forth above.

“BUYER”:

Advantix Development Corporation,  
an Indiana non-profit corporation

By: Timothy L. Martin  
Timothy L. Martin, its sole member

“SELLER”:

South Bend Redevelopment Commission

By: \_\_\_\_\_  
Marcia I. Jones, President

Attest: \_\_\_\_\_  
Vivian Sallie, Secretary