



South Bend

Redevelopment Commission

227 West Jefferson Boulevard, Room 1308, South Bend, Indiana

Agenda

Regular Meeting, February 8, 2024 – 9:30 a.m.
Council Chambers, 4th Floor, County-City Building
<https://tinyurl.com/RedevelopmentCommission>

1. Roll Call

2. Approval of Minutes

- A. Minutes of the Regular Meeting of Thursday, January 11, 2024
- B. Executive Session Minutes of Thursday, January 25, 2024

3. Approval of Claims

- A. Claims Allowance January 30, 2024

4. Old Business

- A. Real Estate Purchase Agreement (South Bend School Corporation)
- B. Resolution No. 3589 (South Bend School Corporation)

5. New Business

- A. River West Development Area
 - 1. Budget Request (SBMF Demolition)
 - 2. Fifth Amendment to Real Estate Purchase Agreement (Diamond View)

6. Progress Reports

- A. Tax Abatement
- B. Common Council
- C. Other

7. Next Commission Meeting:

Thursday, February 22, 2024, 9:30 am



South Bend
Redevelopment Commission
 227 West Jefferson Boulevard, Room 1308, South Bend, IN

**SOUTH BEND REDEVELOPMENT COMMISSION
 SCHEDULED REGULAR MEETING**

January 11, 2024 – 9:30 am

<https://tinyurl.com/RedevelopmentCommission> or **BPW 13th Floor**

Presiding: Marcia Jones, President

The meeting was called to order at 9:30 a.m.

1. ROLL CALL

Members Present:	Marcia Jones, President – IP Troy Warner, Vice-President - IP Vivian Sallie, Secretary – IP Eli Wax, Commissioner - IP David Relos, Commissioner – IP	IP = In Person V = Virtual
Members Absent:	Leslie Wesley, Commissioner	
Legal Counsel:	Sandra Kennedy, Esq. Danielle Campbell, Asst. City Attorney	
Redevelopment Staff:	Mary Sears, Board Secretary Joseph Molnar, Property Manager	
Others Present:	Caleb Bauer, Erik Glavich, Sarah Schaefer, Marty Kennedy, Rosa Tomas, Michael Divita Kara Boyles, Charlotte Brach, Zach Hurst Leslie Biek, Eric Horvath, Gemma Stanton Chana Roschyk, Rebecca Maenhout and Scott Kreger Denise Reidl Michael Surak Lisa Lee Pat Slebonick Rachel Tomas Morgan Lynn Wetzel Ryan McMonagle Mark Peterson & Tyler Woods Jordan Smith ABC57 Matt Barrett	DCI DCI Engineering Engineering Engineering Engineering IT RealAmerica Ice Miller Studebaker National Museum Council Commuter's Trust RealAmerica WNDU SB Tribune ABC57 Resident

2. Approval of Minutes

- **Approval of Minutes of the Regular Meeting of Thursday, December 14, 2023**

Upon a motion by Vivian Sallie, Secretary seconded by Troy Warner, Vice-President the motion carried unanimously, the Commission approved the minutes of the regular meeting of Monday, December 14, 2023.

3. Approval of Claims

- A. Claims Allowance 12.19.23
- B. Claims Allowance 12.29.23
- C. Claims Allowance 1.2.24

Upon a motion by David Relos, Commissioner, seconded by Troy Warner, Vice-President, the motion carried unanimously, the Commission approved the claims allowances of December 19, 2023, December 29, 2023, and January 2, 2024.

4. Old Business

5. New Business

A. River West Development Area

1. Budget Request (Studebaker Museum Capital Improvements)

Caleb Bauer, Executive Director, Community Investment Presented a Budget Request (Studebaker Museum Capital Improvements). This budget request is to make improvements to the museum facility which is owned by the city of south bend. Staff is seeking approval for needed repairs that have been on a wait list for some time.

Pat Slebonick, Executive Director, Studebaker National Museum noted that the building is a city building and there has been an agreement in place since 2005. In 2022 after some leaks, the city moved forward with a project to replace the roof. Originally it was contemplated to be part of it, with the skylight but it is experiencing significant delamination that sits over the atrium which is the main guest area. Due to cost, we had to push back on that repair. The city replaced the roof membrane in 2022. This is for the skylight over the atrium that simulates the old factory building. The body assembly plant had a nice glass roof, and this is designated to channel that. The materials used have not withstood the test of time.

Upon a motion by David Relos, Commissioner, seconded by Vivian Sallie, Secretary, the motion carried unanimously, the Commission approved Budget Request (Studebaker Museum Capital Improvements) submitted on Thursday, January 11, 2024.

2. Development Agreement (RealAmerica)

Erik Glavich, Director Growth & Opportunity Presented a Development Agreement (RealAmerica). The city began working with RealAmerica on a low-income tax credit project in 2021. The first step was a tax abatement. The proposed property development is located between Lafayette and Main which is east of Four Winds Field. Mr. Glavich noted two other projects, such as the Monreaux and Soma, which are being developed in this area. The proposed development is for three buildings. One is for a low-income tax credit with affordable housing. The other two will be market rate buildings.

The total cost of the project is estimated at \$25.3M. Diamond View Apartments will have sixty affordable units at 80% lower AMI. There will be a community space dedicated to LOGAN Community Resources. Twelve of the units will be set aside for people with intellectual and developmental disabilities. Stadium Flats will consist of two market-rate buildings: each building with forty-five units. This project will provide 150 new rental units.

This proposed development agreement provides \$3.8M in Redevelopment Commission funding. Diamond View would be provided with \$550k of funding. Stadium Flats would be provided with \$3.25M. Private Investment of \$21.5M with a completion date within 36 months from date of close.

Project timeline:

- 7.12.21 Common Council confirms 8-year tax abatement
- 7.22.21 RDC enters into Real Estate Purchase Agreement
- 5.26.22 First Amendment to REPA
- 11.21.22 Second Amendment to REPA
- 1.26.23 IHEDA award announcement
- 5.25.23 Third Amendment to REPA
- 6.12.23 Common Council reconfirms 8-year abatement for affordable building
- 6.26.23 Common Council confirms 8-year abatement for market rate building.
- 12.14.23 Fourth Amendment to REPA

Next Steps, today we are asking for RDC approval of the Development Agreement and two resolutions. January 22, 2024, we will go to Common Council to introduce the forgivable loan note ordinance. In February, the EDC will hold a public hearing and adopt a resolution approving documents which will include a recommendation to Common Council. On February 12, 2024, Common Council will vote on the ordinance and on February 22, 2024, Redevelopment will consider the resolution to appropriate TIF funds.

Commissioner Wax asked what the completion date would be.

Mr. Molnar responded that since the project agreement has not closed yet, we do not have an exact date. The timeline is three years from date of close. One of the parcels has an environmental concern that needs to be remedied. That parcel will be closed within the next six weeks. The market rate parcels will be closed in Spring 2024.

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Commissioner Wax asked if the tax credit has a deadline for completion.

Mr. Molnar replied yes, they have a two-year deadline starting January 1, 2024.

Ryan McMonagle responded that they will start construction in March 2024 and hope to have it completed around July 2025 when they will start leasing the low-income building. The market rate buildings will be 30 to 45 days later for completion.

Commissioner Relos asked if there is more remediation on half of the block.

Mr. Molnar replied yes to the northwestern quarter of the lot.

Mr. Bauer noted that it is limited environmental remediation, some soil removal on the northwestern corner of the site.

Mr. Glavich noted that the LIHTC tax credit project building will have the targeted July 25, 2025, completion date. That building does not have environmental remediation issues.

Secretary Sallie asked if all the parking for the buildings were on the outside or are there and covered or underground locations.

Mr. Bauer noted it is all surface level parking.

Vice-President Warner asked what the matching grant portion is with the LIHTC portion.

Mr. Bauer noted that with the LIHTC projects there is a category in the scoring matrix called leveraging capital resources and a LIHTC developer looks to maximize their scoring in that category. Up to 10% of the outside contributions to the project can get them the maximum points in that category. We try to make sure that we are providing at least 10% for a developer to maximize those points.

Commissioner Wax asked does a tax abatement count as that.

Mr. Bauer stated yes. We have hit that percentage for this loan. The sale of tax credits is a significant assistance for upfront capital cost on the LIHTC building versus the market rate buildings which only have the tax abatements and this loan.

President Jones asked when multiple funding sources are involved, how do they coordinate and come together at the same time.

Mr. Bauer replied that the developer will go through a process to sell the tax credits in the tax credit marketplace.

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Matt Barrett, resident, asked what the interest rate on the loan is and what determines that rate.

Ms. Campbell Weiss noted that she will defer to our counsel. That information will be reflected in the council documents and is not to exceed 5%.

Lisa Lee, Ice Miller, noted that that rate is a not to exceed 5%.

Matt Barrett, resident, asked why are we using a tax-exempt borrower?

Ryan McMonagle noted that it is dictated by the B.O.B investor that foots the funds with the low-income housing tax credit program. It is really the tax ruling income impact on the affordable housing project. Legacy 25's mission is to provide affordable housing to residents; that is why we have a tax-exempt status. It is a 5013C organization set up to provide affordable housing.

Matt Barrett, resident, stated the change in the federal tax code that makes government grants taxable, repeals, or circumvents that provision.

Ryan McMonagle stated yes.

Matt Barrett, resident, noted that it would be helpful if the developers' periodic reports were provided.

Mr. Bauer noted that since the developer has not closed on the property yet, reports are not available. The city has been in constant discussions with RealAmerica throughout this process. More frequently than reporting requirements.

Matt Barrett, resident, is in support of the low-income housing program. He is wondering why there is not more support from the Redevelopment Commission for the low-income units (only \$550,000 compared to \$3,250,000 for the market rate units).

Mr. Bauer stated that is a good point. While it looks like there is more support for the market rate housing versus the LIHTC housing; you have to remember there is a significant federal incentive being deployed on the affordable building. Incentives can in many cases provide more than half of the upfront capital for the development of the building. The tax credits are awarded, the developer takes them to the tax credit market and sells them to individuals. Those individuals purchase them and that provides the upfront cost for the project. More than 50% of capital.

Matt Barrett, resident, asked why the separate buildings. Why not have a combination of low-income and market rate in one building? Why are you creating class here. There are plenty of studies that show you enhance economic development when you bring people of all incomes together and cross pollinate.

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Mr. Bauer stated, that is a good point, and we agree and subscribe to that mixed income has the best outcome to all neighbors. The reality is that the structure of the low-income housing tax credit scoring system does incentivize all LIHTC buildings to be low-income housing. We were excited when we awarded the Monreaux project with both low-income and market rate units. For LIHTC awards, a mix is not going to be as competitive the way it is scored at the state level. Mr. Bauer encouraged Mr. Barrett to write to the state with his comments. He stated that those comments are reviewed.

Mr. Glavich estimated with an 8-year abatement it would be \$460k in tax savings and the land would be valued at \$280k as a whole. In order to receive 100% of the benefits they would have to complete the totality of the projects by the end of the designated period.

Mr. Bauer states we believe we could see the development receiving tax benefits 11 years from the issuance of the abatement due to the three-year designation period. Any improvements completed in the third year would start a new eight-year clock.

Upon a motion by Eli Wax, Commissioner, seconded by Troy Warner, Vice-President, the motion carried unanimously, the Commission approved Development Agreement (RealAmerica) submitted on Thursday, January 11, 2024.

3. Resolution No. 3587 (RealAmerica)

Erik Glavich, Director Growth & Opportunity Presented Resolution No. 3587 (RealAmerica). This resolution authorizes the use of the Redevelopment Commission funds in the form of a loan. The loan would be made to RealAmerica Development LLC and Legacy 25. This is similar to the Monreaux development from last month. Legacy 25 is a non-profit that would receive the TIF funding via this loan.

Upon a motion by Troy Warner, Vice-President, seconded by David Relos, Commissioner, the motion carried unanimously, the Commission approved Resolution No. 3587 (RealAmerica) submitted on Thursday, January 11, 2024.

4. Resolution No. 3588 (RealAmerica Approving Loan Agreement)

Erik Glavich, Director Growth & Opportunity Presented Resolution No. 3588 (RealAmerica). This resolution is to approve the final form of the loan agreement and authorize the Redevelopment Commission to execute signature on the documents.

Upon a motion by Troy Warner, Vice-President, seconded by David Relos, Commissioner, the motion carried unanimously, the Commission approved Resolution No. 3588 (RealAmerica Approving Loan Agreement) submitted on Thursday, January 11, 2024.

5. First Amendment to Purchase Agreement (Lafayette)

Joseph Molnar, Property Manager Presented the First Amendment to Purchase Agreement (Lafayette). Lafayette Opco has been working with Alliance Architecture and Majority Builders to spec out the building and for environmental review.

The building review has opened up some additional questions and Lafayette Opco is requesting an additional 120 days in providing their due diligence. They have been very generous with their findings. Staff recommends extending this period for the developer. There are no other changes to the original purchase agreement. This extends due diligence to the end of April 2024 with sixty days to close. Commission approval is requested.

Commissioner Relos asked if the city is providing any help for the rehab of the building.

Mr. Molnar states that we anticipate we will but have not worked out the details.

Matt Barrett, resident, asked why we do not put into the agreement that they share information with the city.

Mr. Molnar states that is not added into the agreement and we do not anticipate changing.

Vice-President Warner states that he applauds this project, and the city would like for it to be successful instead of a vacant and abandoned building for decades. I think giving them extra time to figure out their next moves makes sense. The city is not missing anything but a little time.

Upon a motion by Troy Warner, Vice-President seconded by Vivian Sallie, Secretary, the motion carried unanimously, the Commission approved First Amendment to Purchase Agreement (Lafayette) submitted on Thursday, January 11, 2024.

6. Budget Request (Rebuilding Our Streets 2024 RWDA/SSDA)

Scott Kreger, Project Engineer Presented a Budget Request (Rebuilding Our Streets 2024 RWDA/SSDA). The city is in the fourth year of rebuilding our streets improvement plan that the mayor initiated in 2020. There are still many roads within South Bend that are in poor condition that we plan to address. The budget request is for \$2.5M from the River West TIF and \$1M from the Southside TIF.

Commissioner Wax confirmed that the funds will be used in the perspective TIF areas.

Mr. Kreger stated that funds will be used in the perspective TIF areas.

Commissioner Relos asked if the streets have been identified for 2024.

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Mr. Kreger stated that their team is analyzing the plan.

Commissioner Wax asked if the city is anticipating another three-year plan.

Mr. Kreger stated that they are working on one year right now and will have a better idea once those areas are confirmed.

Vice-President Warner asked about the cost of concrete.

Mr. Kreger stated they are fluctuating but they are optimistic but will not know until they receive specific bids.

Upon a motion by David Relos, Commissioner, seconded by Troy Warner, Vice-President, the motion carried unanimously, the Commission approved Budget Request (Rebuilding Our Streets 2024 RWDA/SSDA) submitted on Thursday, January 11, 2024.

7. Budget Request (Amendment Bendix Drive Improvements (Lathrop to Voorde))

Leslie Biek, Assistant City Engineer Presented a Budget Request (Amendment Bendix Drive Improvements (Lathrop to Voorde)). This request is for Bendix design Phase II. We are continuing down to Voorde with the same road alignment and the same multi use path on the east side. This is a federal aid project and we do not anticipate construction until 2027. This request will finalize the design.

Upon a motion by Vivian Sallie, Secretary, seconded by David Relos, Commissioner, the motion carried unanimously, the Commission approved Budget Request (Amendment Bendix Drive Improvements (Lathrop to Voorde)) submitted on Thursday, January 11, 2024.

B. River East Development Area

1. Budget Request (Leeper Street Bridge)

Chana Roschyk, Project Engineer Presented a Budget Request (Leeper Street Bridge). This request for \$300k is to resurface the Leeper Street Bridge which is currently closed. We anticipate opening the end of Summer 2024. We are working on the redesign so the surface will last longer.

Commissioner Wax asked if the request was for just design or design and repair.

Ms. Roschyk replied for both design and repair.

Matt Barrett, resident, wondered why the cost is so much for this.

Kara Boyles stated that we asked for an alternative replacement 18 months ago. It was not a budgeted item for parks. The alternative would be for an asphalt path. Changing it over has some design aspects to this. It will take six to eight weeks for design to determine what we are looking at. Then the project will need to go out to bid and we are bound to the contractor's timeline.

Upon a motion by Troy Warner, Vice-President, seconded by David Relos, Commissioner, the motion carried unanimously, the Commission approved Budget Request (Leeper Street Bridge) submitted on Thursday, January 11, 2024.

C. RDC Fund

1. Budget Request (Financial Empowerment Center Pilot Operations)

Marty Kennedy, Department of Community Investment Enfocus Fellow Presented a Budget Request (Financial Empowerment Center Pilot Operations). The city is currently developing a financial empowerment center, which is a program that will provide no cost for one-on-one professional financial counseling to any South Bend resident. We are currently in partnership with the city's financial empowerment fund which is a partner of Bloomberg Philanthropies.

The Financial Department will be housed in the MLK Dream Center with counseling specifically focusing on baking, credit debt and savings. Are trained Counselors will help increase credit scores by thirty-five points to help establish a stronger line of credit. We are currently in a grant proposal process to secure \$150k in funding for the first two years of operation. This is a highly successful program nationally with over 30 programs in the nation; we would be the first in Indiana.

The city will contract with a non-profit partner. We will do that through an RFP process. The non-profit will run the day-to-day operations and hire staff. We will be looking to the soft launch of the program by November 2024 with the full launch at MLK in Spring 2025.

We are estimating \$500k and this will cover the first two years of operations, equipment, and supplies; the vast majority is for staff, which includes a manager and two full-trained counselors. We are requesting \$350k over two years from the Redevelopment Commission. Bloomberg will be providing \$150k. Mr. Kennedy walked the Commission through a funding impact study on the thirty programs currently in progress. Commission approval is requested.

Commissioner Wax asked will this program be something the city will fund after two years.

Mr. Kennedy stated that we are looking for sustainable partners for the program with area banks.

Mr. Bauer noted the goal in the first two years is to prove concept then we would seek partnerships. We do not anticipate the Commission taking on the full operational cost of the center. We will explore both virtual counseling and on site in the future. We have had discussions with United Way of St Joseph County and others as potential options.

Matt Barrett, resident, clarified that this project will be under a non-profit partner, and they will have full reign.

Mr. Kennedy noted that we are using an RFP process. This will be a much closer partnership with the city local government manager who will have program oversight and the power to amend the program as needed. The non-profit will see the day-to-day operations.

Ms. Schaefer noted that the Blomberg model is clear. This is not a traditional grantor/grantee relationship, but it is a partnership. Whomever we select would need to understand that city is controlling the policies.

Matt Barrett, resident, asked why the city does not run this themselves.

Mr. Kennedy stated that the Blomberg policy is to create partnerships and build trust. It is really their requirement.

Matt Barrett, resident, asked what percentage of time does this translate for city staff.

Mr. Bauer stated it will be 30% of an FTE will be spent managing this program and will be part of the Community of Investment team.

Secretary Sallie asked how we will be communicating to non-profit organizations that this opportunity is available to apply for the RFP.

Mr. Kennedy stated that the city will provide a press release with the information.

Upon a motion by Vivian Sallie, Secretary, seconded by Troy Warner, Vice-President, the motion carried unanimously, the Commission approved Budget Request (Financial Empowerment Center Pilot Operations) submitted on Thursday, January 11, 2024.

2. Budget Request (Commuters Trust Funding)

Madi Rogers, Director Civic Innovation Presented a Budget Request (Commuters Trust Funding). This request is for \$200k out of the Pokagon Fund for transportation in the commuter's trust program. This program was born out of seed funding from the 2019 Bloomberg Philanthropies Mayor's Challenge that we have one in the past years. We have been piloting a program that works to provide transportation as a benefit to South Bend residents and employees. The service offers subsidized transportation to employees that have transportation insecurity. We partner with employers to provide reliable transportation for employees via Lyft, Under and Transpo. The employer pays a portion, the rider pays a minimal fee, and we pay a portion. The program offers up to ten discounted rides per month. It is restricted to and from work locations.

We collaborate with employers to identify commuters that have a stressful time getting to and from work. We recommend a program laying out the program and benefits. The commuter will receive a link to the program for registration. The impact through July 2023 was presented stating we had 414 participants giving 4,357 Uber/Lyft rides and 16,181 Transpo rides at an average cost of \$9.85. The

majority are full-time employees.

Commissioner Wax asked what the full cost per ride is and does that include the employer portion.

Ms. Rogers stated \$358k is the total program expense. The employer portion is \$158k and our portion is \$130k which averages to \$9 and change per ride. Employees pay \$2 to \$5 up front. One third of the employees do not have a car. We are considered a last resort or back-up solution to reliable transportation. This is not to replace reliable transportation.

Secretary Sallie asked if that is due to lack of funding.

Ms. Rogers stated when the project was started, we did not look to fully subsidize. We have seen programs like that in other cities.

Denise Reidl, Chief Innovation Officer noted that this is what the Bloomberg project looks like three to five years down the line. We are scoping this problem and have looked at a lot of these questions. This transportation promotes hourly wage workers in South Bend to help transportation insecurity in a small city. This looks quite different in the big cities. This form of transportation insurance is very compelling to employers with hourly workers.

Ms. Rogers stated that we currently have twelve employers due to transportation costs.

Matt Barrett, resident, asked what percent of rides originate or end outside of South Bend.

Ms. Rogers stated that there are geographic boundaries and are employer driven. All employers except Notre Dame are in South Bend.

Upon a motion by Troy Warner, Vice-President, seconded by David Relos, Commissioner, the motion carried unanimously, the Commission approved Budget Request (Commuters Trust Funding) submitted on Thursday, January 11, 2024.

6. Progress Reports

A. Tax Abatement

- Erik Glavich stated that at the Common Council meeting the Council approved the following:
 - Council confirmed a 9-year abatement for the Nexus Center, LLC. Private investment \$2.4M.

B. Common Council

- None

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C. Other

- Mr. Molnar noted that staff is close to bringing forward a purchase agreement on a parcel on Marion Street that was rezoned. It was zoned neighborhood center allowing for unlimited units and apartment style construction. This is now a cottage court with some single-family units.

7. **Next Commission Meeting:**

Thursday, January 25, 2024

8. **Adjournment**

Thursday, January 11, 2024, 10:53 a.m.

Vivian Sallie, Secretary

Marcia Jones, President



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Executive Session Meeting Minutes: January 25, 2024

The Redevelopment Commission met in Executive Session on Thursday, January 25, 2024 (following its regularly scheduled public meeting) at 11:13 a.m. for the purposes specified in I.C. 5-14-1.5-6.1(b)(2)(B) for discussion of strategy with respect to initiation of litigation or litigation that is either pending or has been threatened specifically in writing. Commissioners David Relos, Marcia Jones, Vivian Sallie, and Eli Wax appeared in person. Commission attorney Danielle Weiss also appeared in person, as well as Executive Director of Community Investment Caleb Bauer, Property Manager, Joseph Molnar, and Director of Growth and Opportunity, Erik Glavich. The meeting was held in the 13th Floor Conference Room, County City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601. Those in attendance did not discuss any subject matter other than the subject matter as specified in the public notice. The meeting adjourned at 11:35 a.m.



**City of South Bend
Department of Administration & Finance
Claims Allowance Request**

To: South Bend Redevelopment Commission
From: Kyle Willis, City Controller
Date: Tuesday, January 30, 2024

Pursuant to Indiana Code 36-4-8-7, I have audited and certified the attached claims. I hereby submit them for allowance in the following amounts:

GBLN-0072038	\$427,513.14
GBLN-0072436	\$333,357.79
GBLN-0000000	\$0.00
Total:	<u>\$760,870.93</u>

Kyle Willis

The attached claims described above were allowed in the following total amount at a public meeting on the date stated below:

South Bend Redevelopment Commission

By: _____
Name:

Date:

Date	Voucher	Account	Account name	Debit	Method of p: Paymen	Check nur	Payment r
1/23/2024	RDCP-00023C	V-00000280	C&E EXCAVATING INC	116,160.36	CHK-Total	Sent	683715 683715
1/23/2024	RDCP-00023C	V-00000472	DLZ INDIANA LLC	1,852.00	CHK-Total	Sent	683716 683716
1/23/2024	RDCP-00023C	V-00000526	ENFOCUS INC	4,166.67	ACH-Total	Sent	
1/23/2024	RDCP-00023C	V-00000947	KIL ARCHITECTURE PLANNING	1,350.00	CHK-Total	Sent	683717 683717
1/23/2024	RDCP-00023C	V-00001368	R YODER CONSTRUCTION INC	25,068.60	CHK-Total	Sent	683718 683718
1/23/2024	RDCP-00023C	V-00001411	RIETH RILEY CONSTRUCTION	95,357.20	CHK-Total	Sent	683719 683719
1/23/2024	RDCP-00023C	V-00001875	ZIOLKOWSKI CONSTRUCTION	183,558.31	CHK-Total	Sent	683720 683720

Date	Voucher	Account	Account name	Debit	Method of p	Check num
1/30/2024	RDCP-00023215	V-00000280	C&E EXCAVATING INC	32,952.65	CHK-Total	683869
1/30/2024	RDCP-00023216	V-00000526	ENFOCUS INC	4,000.00	ACH-Total	
1/30/2024	RDCP-00023217	V-00001368	R YODER CONSTRUCTION INC	272,202.04	CHK-Total	683870
1/30/2024	RDCP-00023218	V-00001513	SLATILE ROOFING & SHEET METAL	24,203.10	CHK-Total	683871

Attest: _____

Name:

ance

l claims and

\$ 760,870.93

Expenditure approvalRDC Payments-1/23/24 Pymt Run
GBLN-0072038**Payment method:** CHK-Total
Voucher: RDCP-00023021
Payment date: 1/23/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial
V-00000280	C&E EXCAVATING INC	APP #3	South Well Field Water Main Extension	1/27/2024	\$116,160.36	430-10 PROJ00

Payment method: CHK-Total
Voucher: RDCP-00023022
Payment date: 1/23/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial
V-00000472	DLZ INDIANA LLC	706517	Design	1/14/2024	\$1,852.00	324-10 PROJ00

Payment method: ACH-Total
Voucher: RDCP-00023023
Payment date: 1/23/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial
V-00000526	ENFOCUS INC	1201804355	Immigration/employment services	2/1/2024	\$4,166.67	433-10 PROJ00

Payment method: CHK-Total
Voucher: RDCP-00023024
Payment date: 1/23/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial
V-00000947	KIL ARCHITECTURE PLANNING	6	Change Order #1	1/27/2024	\$1,350.00	430-10 PROJ00

Payment method: CHK-Total
Voucher: RDCP-00023025
Payment date: 1/23/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial
V-00001368	R YODER CONSTRUCTIO N INC	APP #6	Nexus Center Site and Bldg	2/1/2024	\$25,068.60	430-10 PROJ00

Payment method: CHK-Total
Voucher: RDCP-00023026
Payment date: 1/23/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial
V-00001411	RIETH RILEY CONSTRUCTIO N	APP #3	Mill & Overlay	12/16/2023	\$68,254.67	422-10 PROJ00
V-00001411	RIETH RILEY CONSTRUCTIO N	APP #3	237310 - Highway, Street, and Bridge Construction	12/16/2023	\$27,102.53	430-10 PROJ00

Payment method: CHK-Total
Voucher: RDCP-00023027
Payment date: 1/23/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial
V-00001875	ZIOLKOWSKI CONSTRUCTIO N	37604	Change Order#1	1/27/2024	\$183,558.31	452-11 PROJ00

Expenditure approval

RDC Payments-1/30/24 Pymt Run

GBLN-0072436

Payment method: CHK-Total
Voucher: RDCP-00023215
Payment date: 1/30/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000280	C&E EXCAVATING INC	APP #4	Pure Green Farms Site Improvements	2/7/2024	\$32,952.65	324-10-102-121-444000-- PROJ00000211	PO-0025184

Payment method: ACH-Total
Voucher: RDCP-00023216
Payment date: 1/30/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000526	ENFOCUS INC	1201804380	Immigration/employment services	2/8/2024	\$4,000.00	433-10-102-123-439300-- PROJ00000417	PO-0024644

Payment method: CHK-Total
Voucher: RDCP-00023217
Payment date: 1/30/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001368	R YODER CONSTRUCTIO N INC	APP #2	Fire Station 8 Construction	2/1/2024	\$272,202.04	430-10-102-121-443001-- PROJ00000355	PO-0026318

Payment method: CHK-Total
Voucher: RDCP-00023218
Payment date: 1/30/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
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V-00001513	SLATILE ROOFING & SHEET METAL	APP #6	MarMain Roof Replacement	12/10/2023	\$24,203.10	324-10-102-121-443001-- PROJ00000372	PO-0021898
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CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 02/05/2024
FROM: Joseph Molnar
SUBJECT: Fifth Amendment Real America

_____ 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: Separation of LIHTC and Market Rate Closing Dates

Specifics: In 2021, Real America and the RDC approved an agreement to sell RDC owned real estate at the northwestern corner of South St. and Lafayette Blvd. for the construction of affordable income restricted and market rate apartment units. The agreement gave Real America two years to receive Indiana State Tax Credits (LIHTC) for the project. The second round of tax credits were initially scheduled to be awarded in November of 2022. However, due to the rise in interest rates, the State desired that applicants resubmit their projects with updated financial considerations in January 2023. Real America was awarded tax credits for the project during winter 2023. Real America now intends to break ground on the LIHTC portion of the project in late winter 2024.

In the process of clearing the site for construction with the Indiana Department of Environmental Management, soil testing identified contamination in the soil in the northwestern portion of the site that still requires further testing. Soil contamination issues only exist for the northwestern portion of the market rate parcel. To ensure that the LIHTC portion of the project continues as quickly as possible, this fifth amendment separates out the market rate and LIHTC parcels for separate closing dates. This will ensure that all LIHTC deadlines are met by Real America and that construction can begin late winter 2024.

This fifth amendment sets the closing for the LIHTC parcel for no later than March 31, 2024, and for the market rate parcel for no later than December 31, 2024. These dates ensure that both the LIHTC and market rate portions of the project move forward as quickly as possible.

Staff requests approval.

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 \$ _____

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

1400S County-City Building | 227 W. Jefferson Blvd. | South Bend, Indiana 46601 | p 574.235.9371 | f 574.235.9021 | www.southbendin.gov

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (this “Agreement”) is made effective as of the 8th day of February, 2024(the “Contract Date”), by and between South Bend Community School Corporation, an Indiana public school corporation (“Seller”) and the City of South Bend, Indiana, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission (“Buyer”) (each a “Party” and together the “Parties”).

RECITALS

A. Buyer exists and operates pursuant to the Redevelopment of Cities and Towns Act of 1953, as amended, cited as Indiana Code § 36-7-14 (the “Act”).

B. In furtherance of its purposes of redevelopment, Buyer desires to purchase from Sellers certain 5.16 acres of vacant land located in South Bend, Indiana (the “City”), present in the north portion of parcel number 71-03-28-276-003.000-009 and more particularly described in attached **Exhibit A** (the “Property”).

C. Buyer represents and warrants the Property is situated in the River West Development Area and is set forth on the acquisition list related thereto, pursuant to Buyer’s Resolution #919.

D. Seller has passed a resolution related to the transfer of the Property in compliance with Indiana Code § 36-1-11-3.

E. Seller desires to sell Property under § 36-1-11-3 and Buyer desires to purchase the Property in accordance with § 36-7-14-19 of the Act and under the terms and conditions set forth herein.

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. RECITALS

The recitals above are hereby incorporated into this Agreement by reference.

2. OFFER AND ACCEPTANCE

A copy of this Agreement, signed by Seller, constitutes Seller’s offer to sell the Property, and once signed by Buyer, constitutes Buyer’s acceptance to purchase the Property on the terms stated in this Agreement. A copy signed by Buyer shall be delivered to Seller, in care of the following representative (“Seller’s Representative”):

Kareemah N. Fowler, CFO
South Bend Community School Corporation,
215 S Dr. Martin Luther King Jr. Blvd.

South Bend, IN 46601

Seller shall return a signed copy of this Agreement to the following representative (“Buyer’s Representative”):

Caleb Bauer
Executive Director of Community Investment
City of South Bend
1400S County-City Building
227 W. Jefferson Blvd.
South Bend, Indiana 46601

With a copy to:

South Bend Legal Department
Attn: Corporation Counsel
City of South Bend
1200 S. County-City Building
227 W. Jefferson Blvd.
South Bend, Indiana 46601

3. PURCHASE PRICE AND EARNEST MONEY DEPOSIT

- A. Purchase Price. The purchase price for the Property shall be Two Hundred and Seventy Seven Thousand and Seven Hundred and Fifty Dollars (\$277,750.00) (the “Purchase Price”), payable by Buyer to Seller via wire in US Dollars at the closing described in Section 14 below (the “Closing,” the date of which is the “Closing Date”).
- B. Earnest Money Deposit. Within fifteen (15) days after the Contract Date, Buyer will deliver to Meridian Title Company the sum of Twenty Seven Thousand and Seven Hundred and Seventy Five Dollars (\$27,775.00), which Title Company on behalf of Seller will hold as an earnest money deposit (the “Earnest Money Deposit”). Title Company will be responsible for disposing of the Earnest Money Deposit in accordance with the terms of this Agreement. The Earnest Money Deposit shall be credited against the Purchase Price at the Closing or, if no Closing occurs, refunded or forfeited as provided below.

4. BUYER’S DUE DILIGENCE

A. Investigation. Buyer’s obligation to complete the purchase of the Property is conditioned upon the satisfactory completion, in Buyer’s discretion and expense, of Buyer’s Due Diligence, including, without limitation, Buyer’s examination, at Buyer’s sole expense, of zoning and land use matters, environmental matters, and real property title matters.

B. Due Diligence Period. Buyer shall have a period of ninety (90) days following the Contract Date and at its expense to schedule and complete its survey, inspection, and examination of the Property in accordance with this Section 4 (the “Due Diligence Period”). Buyer may provide written notice to Seller, to the representative described in Section 2 above, that Buyer waives the

remainder of the ninety (90) day Due Diligence Period. Upon such written notice, the Parties may proceed to Closing prior to the expiration of the Due Diligence Period described in this Section.

C. Authorizations During Due Diligence Period. During the Due Diligence Period, Seller authorizes Buyer at Buyer's expense to:

(i) enter upon the Property during daylight hours for purposes of examination or inspection; provided, that Buyer may not take any action upon the Property which changes, alters, renovates, defaces, threatens, or damages the Property and Buyer may not conduct testing at the Property without Seller's express prior written consent which shall not be unreasonably delayed or withheld. Further provided if Closing does not occur, Buyer shall immediately restore the Property to the same condition prior to entry, examination, inspection, or testing. Said examination, inspections, and testing are to be at Buyer's expense by qualified, proficient, insured, licensed inspectors or contractors selected by Buyer. Inspections may include, but are not limited to, the presence of asbestos, hazardous and/or toxic materials, underground storage tanks and any other environmental defects; 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 forward necessary, reasonable forms created by the governmental agency to and request from Seller such consent or signature, which Seller shall not unreasonably withhold after being reimbursed for Seller's expenses.

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, and Buyer shall be entitled to a full refund of the Earnest Money Deposit.

5. SELLER'S DOCUMENTS

Seller shall provide Buyer a copy of all known environmental inspection reports, engineering, title, and survey reports and documents which are public records and 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.

6. PRESERVATION OF TITLE

After the Contract Date, Seller shall not take any action or provide permission allowing any action to be taken by others under Seller's name to cause the Property to become subject to any loans, mortgages, financing, liens, real estate restrictions, easements, real estate covenants, leases, or other encumbrances affecting Seller's title (such matters are referred to as "Encumbrances"). Seller acknowledges that Buyer will promptly obtain, at Buyer's sole expense, and rely upon a commitment for title insurance on the Property (the "Title Commitment") and an ALTA survey of the Property (the "Survey") identifying all Encumbrances as of the Closing Date. The Property

shall be conveyed to Buyer free of any Encumbrances other than Permitted Encumbrances (as defined in Section 8 below).

7. 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"). The Title Commitment shall upon payment of the required premium by Buyer (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 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 charges and all costs of the Title Commitment and owner's policy.

8. REVIEW OF TITLE COMMITMENT AND SURVEY

Within five (5) business days after Buyer's receipt of the Title Commitment, Buyer shall give Seller written notice of any objections to the Title Commitment. Within five (5) business days after Buyer's receipt of the Survey, Buyer shall give Seller written notice of any objections to the 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 reasonable, standard 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, in which case the Earnest Money Deposit shall be refunded to Buyer. 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.

9. ENVIRONMENTAL MATTERS

(A) For purposes of this Agreement, the term "Environmental Law(s)" shall mean any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Substance, as now or at any time hereafter in effect. For purposes of this Agreement, the term "Hazardous Substance(s)" shall have the meaning ascribed in any Environmental Law to any hazardous, toxic, or dangerous waste, substance, pollutant or material, whether liquid, solid or gaseous.

(B) Seller, to the best of Seller's knowledge, is not aware that Seller has violated any Environmental Laws in connection with the use, ownership, lease, maintenance or operation of the Property and the conduct of Seller's operations related thereto.

(C) To the best of Seller's knowledge, neither Seller nor any other person within Seller's knowledge and/or control, including any lessees of the Property, has caused or permitted any Hazardous Substance to be placed, held, located or disposed of on, under or at the Property nor any part thereof and neither the Property nor any part thereof has ever been used by Seller or by any other person under contract with Seller as a dump site or unauthorized storage site, whether

permanent or temporary, for any Hazardous Substance.

(D) Seller to the best of Seller's knowledge and with respect to the Property, Seller is not a party to any litigation or administrative proceeding, nor, so far as is known by Seller after reasonable investigation, is any litigation or administrative proceeding threatened against the Property, which in either case asserts or alleges that: (i) Seller violated any Environmental Law; (ii) Seller is required to clean up or take other response action due to the release or threatened release or transportation of any Hazardous Substance; or (iii) Seller is required to pay all or a portion of the cost of any past, present or future cleanup, removal or remedial or other response action which arises out of or is related to the release or threatened release or transportation of any Hazardous Substance.

10. REPRESENTATIONS OF SELLER

Seller represents, warrants and covenants to Buyer that Seller has or will have prior to its execution all necessary power and authority to enter into and perform this Agreement, and to carry out and perform its obligations under this Agreement. This Agreement is, and of the Closing Date will be, a valid, legal and binding obligation, enforceable against Seller in accordance with its terms. On the Closing Date, Seller will have all necessary power and authority to enter into, execute and deliver each of the closing documents required under this Agreement to be delivered by Seller and to carry out and perform Seller's obligations under this Agreement and under the terms of the standard closing documents prepared by the Title Company. Seller represents that it will until the Closing Date comply with all statutory requirements pertinent to the Property and receive all required approvals to transfer the Property to Buyer on the Closing Date by the Closing Date. Seller further represents that it has undertaken or will undertake each of the steps set out in Ind. Code 36-1-11-3.

11. WARRANTIES OF BUYER

Buyer represents, warrants, and covenants to Seller that Buyer has all necessary approvals, funds, power, and authority to enter into and perform this Agreement, and to carry out and perform its obligations under this Agreement. This Agreement is, and of the Closing Date will be, a valid, legal and binding obligation, enforceable against Buyer in accordance with its terms. On the Closing Date, Buyer will have all necessary approvals, permissions, funds, power and authority to enter into, execute and deliver each of the documents required to be delivered by Buyer at the Closing and to carry out and perform Buyer's obligations under this Agreement and under the terms of the closing documents.

Buyer further represents that it has, or intends to, undertake the steps required of Buyer set out in laws applicable to Buyer including but not limited to laws mentioned the Recitals of this Agreement.

12. 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 located in St. Joseph County, Indiana, unless the Parties mutually agree in writing 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.

13. NOTICES

All notices required or allowed by this Agreement, before or after Closing, shall be delivered in person or via email and then by certified mail, return receipt requested, postage prepaid, addressed to Buyer in care of Buyer'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 Seller in care of Seller's Representative (with a copy to Superintendent) at their respective addresses stated in Section 2 above. Either Party may, by written notice, modify its address or representative for future notices.

14. CLOSING

A. Timing of Closing. Unless this Agreement is earlier terminated, the Closing shall be held at an office of the Title Company located in South Bend, IN, and the Closing Date shall be a mutually agreeable date. The parties agree that the Closing Date shall be no later than five (5) business days following the end of the Due Diligence Period

B. Closing Procedure.

(i) No later than ten (10) business days prior to the Closing Date, Buyer shall ensure Seller shall receive wire transfer, closing documents, and closing instructions from Title Company.

(ii) No later than two business days prior to the Closing Date and during daylight hours, Buyer shall be permitted to conduct a walk-through of the Property.

(iii) At 9:00 am EST on the Closing Date, Buyer shall take steps so the Purchase Price is received by Seller's bank, conditioned on Seller's delivery of the Deed to the Title Company in escrow, in the form attached hereto as **Exhibit B**, conveying the Property to Buyer, and the Title Company's delivery of the final copy of the Title Commitment (or pro forma policy) to Buyer in accordance with Section 7 above.

(iv) Possession of the Property shall be delivered to the Buyer on the Closing Date, in the same condition as it existed on the Contract Date, ordinary wear and tear, changes caused by Buyer or its contractors, and Casualty Loss excepted.

C. Personal Property. Seller shall remove all personal property from the Property prior to the Closing.

D. Closing Costs. The Buyer shall be responsible for all of the Title Company's charges including but not limited to title policy, closing and/or document preparation fees, financing and lender fees, state, county, and local costs associated with the transaction contemplated in this Agreement, and any other amount Seller has not agreed to pay under this Agreement.

E. Temporary License Agreement. At Closing, the Parties shall execute a license agreement (“Temporary License Agreement”) for temporary use of the paved parking area located on the northeast portion of the Property for School purposes, mainly parking vehicles. The Temporary License Agreement shall remain in effect until such time as construction on the public work project commences on the Property. Buyer shall provide at least ninety (90) days advance notice to Seller of its intent to terminate the Temporary License Agreement.

15. POST-CLOSING COMMITMENTS

Buyer commits to incorporating into any plans and specifications for the public work project a twenty-five (25) foot buffer where permanent structures will be a setback of 25’ from the southern property line and Buyer will be responsible for the cost and installation of an eight (8) foot fence running along the southern perimeter of the Property.

16. TAXES

Seller shall be responsible for any real property taxes and assessments related to the Property and shown in property tax bills for the Property accruing through the Closing Date, if any, even if such taxes are not yet due and payable. Buyer, or Buyer’s successors and assigns, shall be liable for all real property taxes and assessments accruing against the Property after the Closing Date, if any and as shown in property tax bills for the Property.

17. 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 ten (10) business 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 ten (10) business 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.

18. COMMISSIONS

The Parties mutually acknowledge and warrant to one another that neither Buyer nor Seller is represented by any realtor, broker, or agent in connection with the transaction contemplated in this Agreement. Buyer and Seller agree to reimburse each other for any claim for commissions charged by a broker in connection with the transaction contemplated in this Agreement.

19. INDEMNITY

To the extent allowed by laws applicable to that party, up to an amount not to exceed the Purchase Price, and for a period of twenty four (24) months following the Closing Date, each party agree to reimburse the other for any and all liabilities, claims, penalties, forfeitures, suits, and the costs and

expenses incident thereto (including costs of defense and settlement), which the other party subsequently incurs, becomes responsible for, or pays out as a result of a breach by the other party in material default of this Agreement. In the event of legal action initiated by a third party as a result of a breach of this Agreement within 24 months of the Closing Date, the breaching party shall assume the expenses of the non-breaching party, including all judgments, awards, settlements, legal, and court costs associated therewith up to an amount not to exceed the Purchase Price.

20. 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.

21. WAIVER

Neither the failure nor any delay on the part of a Party to exercise any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise of the same or of any right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of any such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

22. SEVERABILITY

If any term or provision of this Agreement is held by a court of competent jurisdiction in Indiana 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.

23. 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.

24. ENTIRE AGREEMENT

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

25. 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 complying with laws applicable to transfer of the Property

and the prior written consent of Seller. In the event Buyer wishes to obtain Seller's consent regarding a proposed assignment of this Agreement to another governmental entity, Buyer shall provide any and all information reasonably demanded by Seller in connection with the proposed assignment and/or the proposed assignee.

26. 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.

27. 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.

28. TIME

Time is of the essence of this Agreement.

29. CASUALTY LOSS

As used herein, the term "Casualty Loss" shall mean any destruction by act of God, act of nature, earthquake, flood, collapse, sink hole, erosion, fire, storm, inclement weather, or other casualty or any taking or pending or threatened taking, in condemnation, or under the right of eminent domain of the Property or portion thereof, in each case prior to Closing. All risk of loss to the Property not caused by Buyer or its officials, employees, agents, representatives, or contractors prior to the Closing Date shall be borne by Seller's insurance carrier. Seller shall promptly give Buyer written notice ("Casualty Notice") of any Casualty Loss of which Seller becomes aware. If the Casualty Loss directly or indirectly affects a portion of the Property considered material, in Buyer's sole opinion, Buyer shall have the option, which must be exercised within ten (10) business days after its receipt of the Casualty Notice, to terminate this Agreement or to proceed with the Closing. If Buyer elects to terminate this Agreement, all rights, duties, obligations, and liabilities created hereunder shall cease. If Buyer elects to proceed with Closing, or if the Casualty Loss does not affect a portion of the Property considered material in Buyer's opinion, it shall acquire the Property in accordance with the terms hereof and Seller shall transfer to Buyer all unpaid insurance proceeds, claims, awards, and other payments arising out of such Casualty Loss and pay to Buyer all sums paid to Seller as insurance proceeds, awards, or other payments arising out of such Casualty Loss pertaining to the real estate only. After the Closing Date, Seller shall not voluntarily compromise, settle, or adjust any amounts payable by reason of any Casualty Loss pertaining to the real estate only without first obtaining the written consent of Buyer.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement to be effective as of the 8th day of February, 2024.

BUYER:

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

By:

Marcia Jones, President

ATTEST:

By:

Vivian Sallie, Secretary

SELLER:

South Bend Community School Corporation

KAREEMAH FOWLER, CFO
ASSISTANT SUPERINTENDENT

EXHIBIT A

Description of Property

5.16 acres of the northern portion of Parcel Key No. 71-03-28-276-003.000-009
located near 3003 N Bendix Drive, South Bend, Indiana 46628

Legal Description: Lot 2 of the South Bend Community School Corporation Bendix Drive
Minor Subdivision

EXHIBIT B

Form of Warranty Deed

AUDITOR'S RECORD

TRANSFER NO. _____
TAXING UNIT _____
DATE _____
KEY NO. _____
Instrument No. _____

WARRANTY DEED

THIS INDENTURE WITNESSETH, that South Bend Community School Corporation, an Indiana public school corporation, with a mailing address of [215 Dr. Martin Luther King Jr. Blvd. South Bend IN 46601] (the "Grantor")

CONVEYS AND WARRANTS to the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment, 1400S County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana 46601 (the "Grantee"),

for and in consideration of Ten Dollars (\$10.00) 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"):

Legal Description: Lot 2 of the South Bend Community School Corporation Bendix Drive Minor Subdivision

The Grantor hereby conveys the Property to the Grantee free and clear of all liens, leases, or mortgages; subject to real property taxes and assessments; subject to all right of ways, easements, covenants, conditions, restrictions, agreements, encumbrances, and other matters of record which are or could be present in a title commitment, ALTA survey, or governmental records; subject to rights of way for roads; and subject to all applicable federal, state, county, and local laws, regulations, rules, and ordinances.

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.

(Signature Page to Follow)

GRANTOR:

SOUTH BEND COMMUNITY SCHOOL CORPORATION

School Board, President

STATE OF _____)
) SS:
_____ COUNTY)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared _____, known to me to be the _____ of South Bend Community School Corporation and acknowledged the execution of the foregoing Warranty Deed, being authorized so to do.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the ____ day of _____, 2024.

My Commission Expires:

Notary Public
Residing in _____ County,

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. /s/ Danielle Campbell Weiss.

This instrument was prepared by Danielle Campbell Weiss, Assistant City Attorney, City of South Bend, 227 W. Jefferson Blvd., Suite 1200 S., South Bend, IN 46601.

Send Tax bills to Grantee at:

Return After Recording to Grantee at:

**RESOLUTION NO. 3589 OF SOUTH BEND REDEVELOPMENT COMMISSION
ACCEPTING TRANSFER OF REAL PROPERTY FROM THE SOUTH BEND
COMMUNITY SCHOOL CORPORATION BOARD OF SCHOOL TRUSTEES**

WHEREAS, South Bend Community School Corporation (“School”) owns certain real property specifically Lot 2 of the South Bend Community School Corporation Bendix Drive Minor Subdivision (“Parcel”) having an address of 3003 N BENDIX DR, South Bend, IN, and School wishes to transfer 5.16 acres of that Parcel as further described in the attached purchase agreement;

WHEREAS, School has decided to transfer its property rights in 5.16 acres of the Parcel to City of South Bend, Indiana, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission (“Commission”) after determining a transfer to a governmental entity rather than a sale or lease to a nongovernmental entity would be in the best interests of School and the public;

WHEREAS, the transfer of 5.16 acres of the Parcel will promote economic development projects and facilitate compatible land use planning;

WHEREAS, a transfer or exchange of 5.16 acres of the Parcel is allowed under Ind. Code § 36-1-11, the transfer may be made with a governmental entity upon terms and conditions agreed upon by the entities as evidenced by adoption of a substantially identical resolution by each entity, and such transfer may be made for any amount of real property, cash, or other personal property, as agreed upon by the entities;

WHEREAS, Commission has represented 5.16 acres of the Parcel will be used for general public benefit and welfare and will promote the recreational, public, and civic well-being of the community;

WHEREAS, School wishes to transfer 5.16 acres of the Parcel via a deed to Commission in exchange for School receiving Two Hundred Seventy-Seven Thousand Seven Hundred Fifty Dollars (\$277,750.00) and under the terms and conditions as set forth in the Real Estate Purchase Agreement and deed, attached hereto as Exhibit A; and

WHEREAS, School has adopted or will adopt a resolution substantially equivalent to this resolution setting for the terms and conditions of this transfer of Property between School and the Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION, AS FOLLOWS:

1. The transfer of title to the 5.16 acres of certain real property commonly known as 3003 N BENDIX DR, South Bend, IN, specifically Lot 2 of the South Bend Community School Corporation Bendix Drive Minor Subdivision, shall be, and hereby is, accepted.
2. The form, terms, and provisions of the Real Estate Purchase Agreement and deed attached hereto as Exhibit A are hereby approved in substantially the drafts presented at this meeting, with such beneficial insertions, omissions and changes as shall be negotiated and approved by financial and legal representatives of Commission, and then the execution of such finalized documents being conclusive evidence of such commitment by and an obligation of Commission.

3. The Commission authorizes Joseph Molnar of the City's Department of Community Investment to present for recordation in the Office of the Recorder of St. Joseph County, Indiana, the deed conveying the Property to the Commission, as well as execute any other document necessary to affect the School's conveyance to the Commission.
4. This Resolution shall be in full force and effect after its adoption.

ADOPTED at a meeting of the South Bend Redevelopment Commission held on February 8, 2024

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Vivian Sallie, Secretary

Exhibit A

Real Estate Purchase Agreement and Deed



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: February 2, 2024
FROM: Zach Hurst, PE
SUBJECT: Budget Request – SBMF Demolition

_____ Pres/V-Pres

ATTEST: _____ Secretary

Date: _____

APPROVED Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

Funding Source* (circle one) River West; River East; South Side; Douglas Road; West Washington; RDC General

*Funds are subject to the City Controller's determination of availability; if funds are unavailable, as solely determined by the City Controller, then the authorization of the expenditure of such funds shall be void and of no effect.

Purpose of Request:

This budget request is for \$330,000 to cover engineering design and bid package preparation for the demolition of the existing South Bend Medical Foundation building on the Memorial Hospital campus, along with a new parking lot in its place.



EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

CITY OF SOUTH BEND | REDEVELOPMENT COMMISSION

This is a time-sensitive, critical-path element for the overall Beacon District project, which is in the final stages of negotiation before seeking approval from the Redevelopment Commission at the February 22 meeting.

This budget request will allow the design team to finalize bid packages for (1) the demolition project, and (2) the new parking lot, to be completed before the end of 2024. The anticipated cost for both portions of the project is \$3,500,000.

Upon completion of this project, the City's focus will shift to the parking lots directly south of the Memorial Campus (and MarMain Apartments) to begin construction of a new parking garage.

INTERNAL USE ONLY: Project ID: _____;
Total Amount – New Project Budget Appropriation \$ _____;
Total Amount – Existing Project Budget Change (increase or decrease) \$ _____;

Funding Limits: Engineering: \$ _____; Other Prof Serv Amt \$ _____;
Acquisition of Land/Bldg (circle one) Amt: \$ _____; Street Const Amt \$ _____;
Building Imp Amt \$ _____; Sewers Amt \$ _____; Other (specify) Amt \$ _____

**FIFTH AMENDMENT TO
REAL ESTATE PURCHASE AGREEMENT**

This FIFTH AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT (this “**Amendment**”) is made and entered into to be effective as of February 8th, 2024, by and between South Bend Redevelopment Commission (“**Seller**”), as Seller, and RealAmerica Development, LLC, an Indiana limited liability company (“**Buyer**”), as Buyer.

RECITALS

A. Seller and Buyer entered into that certain Real Estate Purchase Agreement, dated effective as of July 22, 2021, as amended by the First Amendment to Real Estate Purchase Agreement, dated effective as of May 26, 2022, as further amended by the Second Amendment to the Real Estate Purchase Agreement, dated effective as of November 21, 2022, as further amended by the Third Amendment to the Real Estate Purchase Agreement, dated effective as of May 25, 2023, and as further amended by the Fourth Amendment to the Real Estate Purchase Agreement, dated effective as of December 14th 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 “**Property**”). 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 to incorporate the recent subdivision of parcels included in the Property and to specify different closing dates for each parcel of the Property now being transferred, 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 4(d)** shall be deleted in its entirety and replaced with the following:

In anticipation of performing its obligations under Section 9 below, Buyer will prepare plans and specifications for constructing three new residential buildings on the Property and all other related improvements (collectively, the “Property Improvements”) and share such plans and specifications with the Seller’s Planning Department for review and comment.

- b) The first sentence of **Section 6(a)** shall be amended to insert the word “each” before the term “Closing” and the word “the” will be deleted. **Section 6(a)** will now read as follows:

Seller hereby represents and warrants to Buyer that all of the following are true, correct and complete on and as of the date hereof, and shall continue to be true, correct and complete as of each Closing Date:

- c) The last sentence of **Section 6(a)(iv)** shall be amended to insert the word “each” before “Closing” and the word “the” will be deleted. **Section 6(a)(iv)** will now read as follows:

Neither Seller nor any person or entity claiming by, through or under Seller has done or suffered anything whereby any lien, encumbrance, claim or right of another has been created against the Property or any portion thereof or any interest therein other than this Agreement, the Permitted Exceptions and possible construction or materialmen's lien claims arising out of Seller's Work or any other work performed by or on behalf of Seller which will be removed at or before each Closing.

- d) **Section 7** of the Agreement shall be deleted in its entirety and replaced with the following:

7. CLOSING.

(a) Provided that all conditions of closing hereunder have been satisfied or waived, closing shall occur in two separate transactions on two separate closing dates at the offices of the Title Company (collectively, “Closing”). The first closing date will pertain to Lot 2 of the Diamond View Minor Subdivision (the “Affordable Units Parcel”) and shall take place on March 31, 2024, or such earlier or later date as may be agreed upon in writing by Seller and Buyer (“First Closing”). The second closing date will pertain to Lot 1 of the Diamond View Minor Subdivision (the “Market Rate Units Parcel”) and shall occur on December 31, 2024, or such earlier or later date as may be agreed to in writing by Seller and Buyer (“Second Closing”). At Buyer's option, each closing shall take place as an escrow closing, with the Title Company acting as the closing escrow agent.

(b) The following shall occur on or before the First Closing and on or before the Second Closing, as each item pertains to each parcel being transferred:

- (i) Seller shall deliver all of the following to Buyer, all of which shall be fully-executed by Seller, as appropriate:

[a] A special warranty deed in the applicable form attached hereto as Exhibit B sufficient to convey and

warrant to Buyer fee simple absolute title to the Property, to the extent such title is affected by Seller's actions, subject to only the Permitted Exceptions (the "Special Warranty Deed"), which Special Warranty Deed will restrict Buyer's use of the Property in connection with the Intended Use and will prohibit Buyer from discriminating in the sale, lease, rental, use, occupancy, or enjoyment of the Property or any improvements constructed on the Property;

[b] An affidavit of title in customary form covering the closing date and showing title in Seller, subject only to the Permitted Exceptions;

[c] Any required real estate disclosure;

[d] Four copies of the closing statement;

[e] A sworn affidavit stating Seller's Federal Employer Identification Number or Social Security Number and that Seller is not a foreign person for purposes of the Foreign Investors Real Property Tax Act of 1980, as amended, and as decided in Section 1445 of the United States Revenue Code of 1986, as amended, and the regulations applicable thereto (the "FIRPTA Affidavit"); and if Seller fails to furnish a FIRPTA Affidavit, Buyer may withhold from the Purchase Price an amount sufficient to comply with the provisions of Section 1445 of the United States Internal Revenue Code of 1986, as amended, and the regulations applicable thereto; and

[f] Such other documents as may be necessary or proper to comply with this Agreement or required (by the Title Company or otherwise) to carry out its terms.

(ii) Buyer shall deliver all of the following to Seller, all of which shall be fully executed by Buyer, as appropriate:

[a] At the First Closing, the sum of Five Hundred Dollars (\$500.00), by wire transfer or otherwise in immediately available funds;

[b] At the Second Closing, the balance of the Purchase Price, plus or minus prorations, credits and other adjustments, by wire transfer or otherwise in immediately available funds;

[c] For each closing, any required real estate sales disclosure;

[d] For each closing, our copies of the closing statement; and

[e] For each closing, such other documents as may be necessary or proper to comply with this Agreement or required to carry out its terms.

(iii) Seller shall cause the Title Company to issue to Buyer at both the First Closing and the Second Closing a current ALTA Form owner's policy of title insurance, with extended coverage, pursuant to the Title Commitment and containing all amendments and endorsements required by this Agreement or otherwise reasonably required by Buyer, which policy and endorsements shall be at Buyer's sole cost, and which shall only be subject to the Permitted Exceptions.

(vi) Exclusive occupancy of the Affordable Units Parcel shall be delivered to Buyer at the First Closing, and exclusive occupancy of the Market Rate Units Parcel shall be delivered to Buyer at the Second Closing, except for the continuation of any installations, equipment, or access by personnel upon the Property that Seller or Seller's representatives or contractors may require in connection with carrying out Seller's Work in accordance with the terms of this Agreement.

- e) The first sentence of **Section 8(a)** shall be amended to insert the word "each" before each instance of the word "Closing" and the word "the" will be deleted. **Section 8(a)** will now read as follows:

Buyer, and Buyer's successors and assigns, shall be liable for any and all real property taxes and assessments assessed and levied against the Affordable Units Parcel and the Market Rate Units Parcel with respect to the year in which each Closing takes place and for all subsequent years.

- f) The first two sentences of **Section 8(b)** shall be amended to insert the word "each" before each instance of the word "Closing" and will now read as follows:

At each Closing, Seller shall pay the costs of releasing all liens, judgments, and other encumbrances that are to be released and of recording such releases. At each Closing, Buyer shall pay (i) all fees and costs due Title Company for its closing, document preparation, and/or escrow services, (ii) the cost of the premium

for the Title Policy and all endorsements to the Title Policy (iii) the cost of the Survey, (iv) the cost of any lender's policy of title insurance or endorsements thereto, and (v) the cost of recordation of any instrument associated with the transaction contemplated in this Agreement, except as provided in the foregoing sentence.

- g) **Section 9(a)** shall be amended to insert the word "each" before each instance of the word "Closing" and will now read as follows:

(a) Property Redevelopment; Proof of Investment. Provided each Closing occurs, within six (6) months after the First Closing Date, Buyer will commence construction and redevelopment of the Affordable Units Parcel, and within six (6) months after the Second Closing Date, Buyer will commence construction and redevelopment of the Market Rate Units Parcel, each for the Intended Use. Buyer will expend an amount (including hard and soft costs) of not less than Twelve Million Dollars (\$12,000,000.00) to complete the Property Improvements to redevelop the Property for the Intended Use. Promptly upon completing the Property Improvements on the Affordable Units Parcel, which shall occur no later than a date that is thirty-six (36) months from the First Closing Date, Buyer will submit to Seller records proving the above required expenditures and will provide to Seller copies of the certificate(s) of occupancy for the Property Improvements. Promptly upon completing the Property Improvements on the Market Rate Units Parcel, which shall occur no later than a date that is thirty-six (36) months from the Second Closing Date, Buyer will submit to Seller records proving the above required expenditures and will provide to Seller copies of the certificate(s) of occupancy for the Property Improvements. Buyer shall permit Seller to perform reviews and monitor the progress of the construction of all Property Improvements on the Property.

- h) The first sentence of **Section 9(c)** shall be deleted and replaced with the following:

Remedies Upon Default. In the event Buyer fails to complete the Property Improvements in accordance with Section 9(a) above within thirty-six (36) months of the each respective Closing (subject to events of Force Majeure, as defined below), then, in addition to all other remedies available at law or in equity, Seller shall have the right to recover from Buyer a cash payment in an amount equal to the Appraised Value of the property in question, due and payable to Seller immediately upon demand.

- i) The first clause of **Section 12** shall be deleted and replaced with the following:

Between the date of this Agreement and each Closing, Seller shall:

j) Section 13 (b) shall be amended as follows:

(b) Notwithstanding any other provision of this Agreement, Buyer may extend the date for the First Closing or the Second Closing up to three (3) times for a period of thirty (30) days each by providing written notice to Seller prior to the respective closing date, as it may be extended.

k) Exhibit A: Description of Property. Exhibit A shall be replaced in its entirety with the new Exhibit A in the form attached hereto.

l) Exhibit B: Special Warranty Deeds. Exhibit B shall be replaced in its entirety with the new Exhibit B in the form attached hereto.

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. To the extent a conflict exists between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

4. 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 Fifth Amendment to Real Property Purchase Agreement to be effective as of the date set forth above.

“BUYER”:

RealAmerica Development, LLC

By: _____
Ronda Shrewsbury, President

“SELLER”:

South Bend Redevelopment Commission

By: _____
Marcia I. Jones, President

Attest: _____
Vivian Sallie, Secretary

EXHIBIT A

Description of Property

Market Rate Units Parcel:

Legal Description: Lot 1 of the Diamond View Minor Subdivision

Affordable Units Parcel:

Legal Description: Lot 2 of the Diamond View Minor Subdivision

EXHIBIT B

Form of Special Warranty Deeds

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 RealAmerica Development, LLC, an Indiana limited liability company and/or its related assigns with its principal place of business at 8250 Dean Road, Indianapolis, Indiana (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 estate commonly known as 520 S Lafayette Boulevard, South Bend, Indiana, as more particularly described as Lot 1 of the Diamond View Minor Subdivision (the Property”).

Grantor, as its sole warranty herein, specially warrants to Grantee, and to Grantee’s successors and assigns, that Grantor will forever defend title to the Property against those claims, and only those claims, of all persons who shall claim title to or assert claims affecting the title to the Property, or any part thereof, under, by or through, or based upon the acts of Grantor, but not otherwise, subject to the following: (i) those matters listed on Exhibit 1 attached hereto and made a part hereof; and (ii) all current, non-delinquent real estate taxes and assessments.

Pursuant to Section 9 of that certain Real Estate Purchase Agreement executed between Grantor and Grantee (or Grantee's predecessor-in-interest) with respect to the Property (the "Purchase Agreement"), the Grantor conveys the Property to the Grantee by this deed for nominal consideration subject to Grantor agreeing to timely complete certain Property Improvements (as defined in the Purchase Agreement) provided, however, that in the event that the Grantee defaults in such obligation, the Grantor shall have the right to demand an additional cash payment equal to the full Appraised Value (as defined in the Purchase Agreement). The recordation of a Certificate of Completion in accordance with Section 9 of the Purchase Agreement will evidence Grantee's satisfaction of its obligations with respect to the Property Improvements set forth in the Purchase Agreement as referenced hereunder and shall be deemed to forever release and discharge the Grantor from all such obligations.

Grantee shall not discriminate in the 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:

Vivian Sallie, 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 Vivian Sallie, 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 _____, 2024.

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. /s/ Danielle Campbell Weiss

This instrument was prepared by Danielle Campbell Weiss, Assistant City Attorney, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601.

EXHIBIT 1

Permitted Encumbrances

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 RealAmerica Development, LLC, an Indiana limited liability company and/or its related assigns with its principal place of business at 8250 Dean Road, Indianapolis, Indiana (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 estate commonly known as 520 S Lafayette Boulevard, South Bend, Indiana, as more particularly described as Lot 2 of the Diamond View Minor Subdivision (the Property").

Grantor, as its sole warranty herein, specially warrants to Grantee, and to Grantee's successors and assigns, that Grantor will forever defend title to the Property against those claims, and only those claims, of all persons who shall claim title to or assert claims affecting the title to the Property, or any part thereof, under, by or through, or based upon the acts of Grantor, but not otherwise, subject to the following: (i) those matters listed on Exhibit 1 attached hereto and made a part hereof; and (ii) all current, non-delinquent real estate taxes and assessments.

Pursuant to Section 9 of that certain Real Estate Purchase Agreement executed between Grantor and Grantee (or Grantee's predecessor-in-interest) with respect to the Property (the "Purchase Agreement"), the Grantor conveys the Property to the Grantee by this deed for nominal consideration subject to Grantor agreeing to timely complete certain Property Improvements (as defined in the Purchase Agreement) provided, however, that in the event that the Grantee defaults in such obligation, the Grantor shall have the right to demand an additional cash payment equal to the full Appraised Value (as defined in the Purchase Agreement). The recordation of a Certificate of Completion in accordance with Section 9 of the Purchase Agreement will evidence Grantee's satisfaction of its obligations with respect to the Property Improvements set forth in the Purchase Agreement as referenced hereunder and shall be deemed to forever release and discharge the Grantor from all such obligations.

Grantee shall not discriminate in the 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:

Vivian Sallie, 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 Vivian Sallie, 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 _____, 2024.

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. /s/ Danielle Campbell Weiss

This instrument was prepared by Danielle Campbell Weiss, Assistant City Attorney, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601.

EXHIBIT 1

Permitted Encumbrances