



**GOSHEN REDEVELOPMENT COMMISSION  
AGENDA FOR THE SPECIAL MEETING OF March 28, 2018**

The Goshen Redevelopment Commission will meet on March 28, 2018 at 3:00 p.m. in the City Court Room/ Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

**1. CALL TO ORDER/ROLL CALL**

**2. New Business**

- a. Resolution 22-2018- Approve and Authorize Execution of Agreement with LaCasa of Goshen, Inc., modifying the loan agreement dated May 14, 2014.

**3. ANNOUNCEMENTS**

Next Regular Meeting – April 10, 2018 at 3:00 p.m.

## **RESOLUTION 22-2018**

### **Approval of a Modification of a Loan Agreement With LaCasa of Goshen, Inc,**

WHEREAS the Goshen Redevelopment Commission and LaCasa of Goshen Inc., entered into a loan agreement on May 14, 2014;

WHEREAS the Goshen Redevelopment Commission and LaCasa of Goshen Inc., wish to modify the terms of that agreement.

BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Modification of the Loan Agreement with LaCasa of Goshen, Inc., attached to and made a part of this Resolution.

PASSED and ADOPTED on March 28, 2018.

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Thomas W. Stump, President

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Brett Weddell, Secretary

## **MODIFICATION OF LOAN AGREEMENT**

This agreement modification is entered into on this \_\_\_\_ day of March, 2018 by and between the Goshen Redevelopment Commission (Redevelopment) and LaCasa of Goshen Inc., an Indiana non-profit corporation (LaCasa), which modifies a loan agreement between the parties dated May 14, 2014 (Loan Agreement).

### **Recitals**

WHEREAS, Redevelopment sold the Hawks Building to LaCasa on or about March 27, 2014.

WHEREAS, in preparation for the title transfer to LaCasa, the Hawks Building and the surrounding real estate was subdivided into Lot A and Lot B in the Hawks Building Minor Subdivision, an addition to the City of Goshen, Indiana, recorded February 20, 2014 in Plat Book 34, page 100 as instrument number 2014-0387, in the Office of the Recorder of Elkhart County, Indiana.

WHEREAS, as part of the agreement between Redevelopment and LaCasa to transfer the Hawks Building to LaCasa, Redevelopment agreed to loan Four Hundred Thousand Dollars (\$400,000) to LaCasa for the purpose of rehabilitating the exterior of the north portion of the Hawks Building, which became Lot A in the Hawks Building Minor Subdivision.

WHEREAS, LaCasa had previously agreed to pay Redevelopment Eighty Thousand Dollars (\$80,000) to partially fund the construction of a parking lot between Third Street and River Race Drive.

WHEREAS, LaCasa had previously agreed to pay Redevelopment Four Thousand Dollars (\$4,000) that Redevelopment incurred to remove soil and grade around the Hawks Building.

THEREFORE IT IS AGREED by Redevelopment and LaCasa as follows:

### **Satisfaction of Outstanding Loan Obligations**

- 1) Redevelopment agrees to completely satisfy the following LaCasa obligations in exchange for the consideration set forth in this agreement:
  - a. The Four Hundred Thousand Dollar (\$400,000) loan, which was intended to be used for the repair and rehabilitation of the north one-half (1/2) of the Hawks Building (Lot A Hawks Building Minor Subdivision).

- b. The Eighty Thousand Dollar (\$80,000) commitment to partially fund the parking lot between Third Street and River Race Drive.
  - c. The payment of Four Thousand Dollars (\$4,000) to reimburse Redevelopment for the removal of soil and grading around the Hawks Building.
- 2) In exchange for the satisfaction of LaCasa's itemized obligations above, LaCasa agrees to do the following by March 31, 2018:
- a. Transfer Lot A in the Hawks Building Minor Subdivision to River Art, LLC (River Art) free and clear of any mortgage or other lien or encumbrance that would not permit LaCasa to transfer a marketable title to River Art.
  - b. Transfer One Hundred Fifty Thousand Dollars (\$150,000) to River Art.

### **Contingencies**

Redevelopment's and LaCasa's obligations under this agreement are contingent upon the execution by March 31, 2018 of the following two (2) agreements:

- 1) An Agreement between Redevelopment and River Art for the development of Lot A in the Hawks Building Minor Subdivision and the development of the real estate between River Race Drive and Third Street.
- 2) An Agreement between LaCasa and River Art for the transfer of Lot A in the Hawks Building Minor Subdivision from LaCasa to River Art and One Hundred Fifty Thousand Dollars (\$150,000) from LaCasa to River Art.

### **Fulfillment of Existing Agreements**

- 1) Redevelopment agrees that LaCasa will fulfill all obligations created by the following agreements upon the transfer of Lot A in the Hawks Building Minor Subdivision and One Hundred Fifty Thousand Dollars (\$150,000) to River Art. LaCasa agrees that Redevelopment will fulfill all obligations created by the following agreements by satisfying LaCasa's obligations as set forth in this agreement.
  - a. Agreement for the Sale Purchase, and Development of Real Estate dated July 5, 2011.
  - b. Modification of an Agreement for the Sale and Purchase and Development of Real Estate dated August 10, 2012.
  - c. Modified Agreement for the Sale Purchase and Development of the Hawks Building dated July 13, 2013.
  - d. Loan Agreement dated May 14, 2014.

### **Parking for Lot B Hawks Building Minor Subdivision**

For the purpose of calculating parking to meet the planning and zoning parking requirements LaCasa is permitted to count up to seven (7) spaces of the public parking to be constructed between River Race Drive and Third Street toward LaCasa's parking requirements for Lot B in Hawks Building Minor Subdivision.

In the event that Goshen Planning and Zoning requires designation of such parking spaces for the specific use of the residents of the Hawks Building Lot B, seven spaces in the southwest portion of the public parking area east of the Hawks Building will be so designated.

### **Miscellaneous**

- 1) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana.
- 2) In the event that legal action is brought to enforce or interpret the terms and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.
- 3) In the event that either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorney fees.
- 4) In the event that any provision of this agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.
- 5) All provisions, covenants, terms and conditions of this agreement apply to and bind the parties, legal heirs, representatives, successors and assigns.
- 6) This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between Redevelopment and LaCasa.

IN WITNESS WHEREOF, the parties have set their hands to this agreement the day and year first written above.

**City of Goshen**

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Thomas W. Stump, President  
Goshen Redevelopment Commission

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Brett Weddell, Secretary  
Goshen Redevelopment Commission

**LaCasa of Goshen, Inc.**

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Larry D. Gautsche  
President/CEO

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James N. Davis  
Chief Operating Officer