



South Bend

Redevelopment Commission

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

Agenda

Regular Meeting, November 20, 2017 9:30 a.m.

1. Roll Call

2. Approval of Minutes

A. Minutes of the Regular Meeting of Thursday, October 26, 2017

3. Approval of Claims

A. Claims Submitted November 20, 2017

4. Old Business

5. New Business

A. Receipt of Bids (1036 Lincoln Way East)

B. River West Development Area

1. Temporary License Agreement For Site Examination
2. Development Agreement (Ziker's)
3. First Amendment to Development Agreement (LangLab)
4. Second Amendment to Real Estate Purchase Agreement (Cressy & Everett)

C. Other

1. TUA Gridiron (Lake Fenton Community Schools)

6. Progress Reports

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

7. Next Commission Meeting:

Monday, December 14, 2017, 9:30 a.m.

8. Adjournment

NOTICE FOR HEARING AND SIGHT IMPAIRED PERSONS

Auxiliary Aid or Other Services are Available upon Request at No Charge.

Please Give Reasonable Advance Request when Possible.



South Bend

Redevelopment Commission

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

SOUTH BEND REDEVELOPMENT COMMISSION REGULAR MEETING

October 26, 2017

9:30 a.m.

Presiding: Marcia Jones, President

227 West Jefferson Boulevard
South Bend, Indiana

The meeting was called to order at 9:35 a.m.

1. ROLL CALL

Members Present:

Marcia Jones, President
Dave Varner, Vice-President
Don Inks, Secretary
Gavin Ferlic, Commissioner
Kintae Lark, Commissioner

Members Absent:

John Anella, Commissioner

Legal Counsel:

Benjamin Dougherty, Esq.

Redevelopment Staff:

David Relos, Associate
Mary Brazinsky, Recording Secretary

Others Present:

Dr. James Mueller DCI
Dan Buckenmeyer DCI
Elizabeth Leonard Inks DCI
Jitin Kain Engineering
Conrad Damian 718 E Broadway
Bill Dunn Michiana Observer
Sue Kesim Michiana Observer
Caleb Bauer South Bend Tribune
Bryan Glendening IngenAE
Mark Seaman PRISM
David Matthews 401 E Colfax Avenue
Jo M Broden SBCC
Jeff Smoke GLC
Barton & Susan Bennett 511 E Colfax Avenue

2. Approval of Minutes

A. Approval of Minutes of the Regular Meeting of Thursday, October 12, 2017

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, October 12, 2017.

3. Approval of Claims

A. Claims Submitted October 26, 2017

	Claims submitted	Explanation of Project
REDEVELOPMENT COMMISSION		
Redevelopment Commission Claims October 26, 2017 for ratified and approval		
<u>324 RIVER WEST DEVELOPMENT AREA</u>		
Ritschard Bros., Inc.	63,043.90	2017 Demolitions, Phase I, Division A & C
Gibson-Lewis, LLC	326,806.92	Fire Station #4
CBS Service, LLC	122,148.00	Berlin Pl. Electrical, Mechanical & Plumbing - Division A
Lawson-Fisher Associates	28,944.30	West Bank Improvements/Fellow St. Raised Crosswalk at Riley High
United Consulting	31,919.20	Ph I & II Coal Line Trail
Troyer Group	335.84	SRTS Harrison Cl
City of South Bend	156,219.33	Reimburse Engineering for Sev Rendered Per ESA (3) Quarters
Indiana Dept. of Transportation	8,463.14	Harrison School (Safe Routes to Schools)
Hull & Associates	8,244.90	GW & Vapor Intrusion Evaluation; Former Studebaker Site
<u>429 FUND RIVER EAST DEVELOPMENT TIF</u>		
FenceScreen, Inc.	4,491.40	Banners & Printing Howard Pk Ice Rink
<u>430 FUND SOUTH SIDE TIF AREA #1</u>		
Donohue	340.00	South Wellfield, WTP & Pressure Zone Improvements
<u>436 FUND TIF NORTHEAST RESIDENTIAL</u>		
City of South Bend	186,218.00	Eddy Street Commons
Total	937,174.93	

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved the claims submitted on Thursday, October 26, 2017.

4. Old Business

5. **New Business**

A. Public Hearing on Budget Resolutions

James Mueller, Executive Director Community Investment opened the public hearing with a presentation to the Commission including DCI's Mission, Organizational Structure, KPI's, 2017 Accomplishments, Overview of Redevelopment Funds and 2018 Goals and Challenges.

Mr. Mueller displayed the new office structure of Community Investment including the new Engagement and Economic Empowerment Team with their neighborhood outreach programs. Mr. Mueller outlined 2017 key accomplishments from downtown two-way to bike share, in Public Safety the fire stations and in homelessness the FUSE housing project, weather amnesty shelter program and several other action plans.

Many major developments have come through Community Investment with the opening of the LaSalle Hotel, Marriott, Aloft, JMS and Martins. Underway are several projects including Eddy Street Phase II, Berlin Place, Studebaker Building 84 façade, Armory, East Bank Phase 5, Portage Prairie, Holiday Inn, Hibberd, Embassy Suites with many projects being announced including the Commerce Center, Wharf, South Bend Chocolate Factory, and the VA.

Many of these projects fall into TIF Districts which help many of our area businesses. TIF revenues are used to pay for local public improvements needed to induce private development, encourage job creation/retention or improve areas needing redevelopment. The TIF does not capture all of the revenue coming in and those dollars go into the general fund that are distributed to the parks, schools and other areas. Mr. Mueller explained a scenario of how the TIF pass through impact works at an amount of \$10M net increment and what the impact of the dollars meant. There will be \$29 million in expected revenue across all TIF areas. \$13.5 million for debt service which leaves \$15.5 million. Mr. Mueller outlined each of the 12 major projects that will be capturing these funds.

Mr. Mueller presented the goals and challenges for 2018 including advancement in neighborhood development programs to move more vacant lots; increase connectivity with the neighborhoods surrounding downtown; continue implementation of the corridor program; SE Master Planning; City Cemetery plans; the updating of the city property database; pilot economic empowerment programs; and increase the business development team. We will work through the challenges of big box store appeals and macroeconomic trends.

Mr. Mueller stated that the appropriations may look like we are sitting on budget cash, however, there are many projects that are currently being worked on that have to go through the Board of Public Works, which is a bidding process. It is a process to get the cash out the door.

Vice-President Varner asked about the bond that approved the continuation of the Hall of Fame levy. Will that levy continue.

Mr. Mueller stated the levy continues but it is no longer exempt even before 2020. It will be subject to the cap.

Vice-President Varner asked about hard times with the economy ahead what steps should be taken.

Mr. Mueller stated that we should look at the industries and automation into the future. Right now we are lucky enough to have an abundance of industry.

1. Public Hearing

a. Resolution No. 3402 (River West Development Area)

President Jones opened the floor to the public for Resolution No. 3402 (River West Development Area).

Conrad Damian, 718 E Broadway South Bend commented as he reviewed each resolution there were no projects listed, just lump sums. He was assuming the \$1.8M for the homelessness appropriation would come from this TIF.

Mr. Relos answered that is correct.

Mr. Damian asked what the process is to build the Gateway Center and where can the public voice their input into projects like this.

President Jones stated that Community Investment staff works as a team on each and every project prior to presenting items to the Commission for their review and approval.

Mr. Mueller stated that we are happy to hear suggestions on creating a process for public input.

Mr. Damian stated he feels the importance for the public to be able to voice suggestions on projects happening within the city.

Vice-President Varner reiterated what he believes Mr. Damian is getting at is if the \$1.8 million is in the \$27.5 million for River West TIF, and you come back to the Commission for a budget for \$1.8 million, there would be no public input at that meeting. Is that correct?

Mr. Damian stated that is correct.

Mr. Dougherty clarified the legal point of the open door law on the Redevelopment Commission governing body and stated that the law allows the public to attend so they can do two things. Observe and record the proceedings of the meeting. Anything beyond that is at the Commission's discretion unless it is a public hearing related and subject to open discussions.

Commissioner Ferlic stated that the public is always welcome to reach out to any Commission member regarding items on the agenda to voice their opinion. That Commissioner can then share those opinions with the other Commissioners.

With no further public comment, the floor was closed on this Resolution.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Resolution No. 3402 (River West Development Area) submitted on October 26, 2017.

b. Resolution No. 3403 (West Washington Allocation Area)

President Jones opened the floor to the public for Resolution No. 3403 (West Washington Allocation Area).

No public comment was made. The floor was closed on this Resolution.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Resolution No. 3403 (West Washington Allocation Area) submitted on October 26, 2017.

c. Resolution No. 3404 (River East Development Area)

President Jones opened the floor to the public for Resolution No. 3404 (River East Development Area).

No public comment was made. The floor was closed on this Resolution.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Resolution No. 3404 (River East Development Area) submitted on October 26, 2017.

d. Resolution No. 3405 (River East Residential Development Area)

President Jones opened the floor to the public for Resolution No. 3405 (River East Residential Development Area).

No public comment was made. The floor was closed on this Resolution.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Resolution No. 3405 (River East Residential Development Area) submitted on October 26, 2017.

e. Resolution No. 3406 (South Side Development Area #1 General)

President Jones opened the floor to the public for Resolution No. 3406 (South Side Development Area #1 General).

Secretary Inks asked what projects the \$4 million dollars are allocated for in 2018.

Mr. Mueller stated a fair amount of that money is allocated toward the Public Works division for infrastructure with water repairs on the South Side. The other portion is for the parks funding and drainage issues around the O'Brien center.

No public comment was made. The floor was closed on this Resolution.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Resolution No. 3406 (South Side Development Area #1 General) submitted on October 26, 2017.

f. Resolution No. 3407 (Douglas Road Economic Development Area)

President Jones opened the floor to the public for Resolution No. 3407 (Douglas Road Economic Development Area).

Secretary Inks mentioned closing the Douglas Road Economic Development Area, will that happen.

Mr. Mueller stated that is being looked in to, but one possible project would be a dedicated right turn lane at SR 23 and Douglas Rd., which is controlled by INDOT and discussions are planned with them.

No public comment was made. The floor was closed on this Resolution.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Resolution No. 3407 (Douglas Road Economic Development Area) submitted on October 26, 2017.

g. Resolution No. 3408 (Redevelopment Administration)

President Jones opened the floor to the public for Resolution No. 3408 (Redevelopment Administration).

No public comment was made. The floor was closed on this Resolution.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Resolution No. 3408 (Redevelopment Administration) submitted on October 26, 2017.

h. Resolution No. 3409 (Redevelopment Retail)

President Jones opened the floor to the public for Resolution No. 3409 (Redevelopment Retail).

No public comment was made. The floor was closed on this Resolution.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Resolution No. 3409

(Redevelopment Retail) submitted on October 26, 2017.

i. Resolution No. 3410 (Airport Urban Enterprise Zone)

President Jones opened the floor to the public for Resolution No. 3410 (Airport Urban Enterprise Zone).

Vice-President Varner asked what the expenditure for this was and how it will be used. Will it go to Workforce Development?

Mrs. Leonard Inks mentioned due to staff turnover we are working on what program it will be allocated to.

No public comment was made. The floor was closed on this Resolution.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Resolution No. 3410 (Airport Urban Enterprise Zone) submitted on October 26, 2017.

j. Resolution No. 3411 (Airport Bond Debt Service Reserve)

President Jones opened the floor to the public for Resolution No. 3411 (Airport Bond Debt Service Reserve).

No public comment was made. The floor was closed on this Resolution.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Resolution No. 3411 (Airport Bond Debt Service Reserve) submitted on October 26, 2017.

k. Resolution No. 3412 (Downtown Bond Debt Service Reserve)

President Jones opened the floor to the public for Resolution No. 3412 (Downtown Bond Debt Service Reserve).

No public comment was made. The floor was closed on this Resolution.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Resolution No. 3412 (Downtown Bond Debt Service Reserve) submitted on October 26, 2017.

B. River West Development Area

1. Resolution No. 3417 (Disposition Offering Price 1036 Lincoln Way East)

Mr. Relos presented Resolution No. 3417 (Disposition Offering Price on 1036 Lincoln Way East). This Resolution sets the disposition offering price for 1036 Lincoln Way East at \$41,900 which is the average of the two appraisals.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Resolution No. 3417 (Disposition Offering Price 1036 Lincoln Way East) submitted on October 26, 2017.

2. Approval of Bid Specifications and Design Considerations (1036 Lincoln Way East)

Mr. Relos presented Approval of Bid Specifications (1036 Lincoln Way East). The Bid Specifications outline the uses and development requirements that will be considered for this site.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved the Approval of Bid Specifications and Design Considerations (1036 Lincoln Way East) submitted on October 26, 2017.

3. Request to Advertise (1036 Lincoln Way East)

Mr. Relos presented the Request to Advertise (1036 Lincoln Way East). This disposition property will be advertised in both the South Bend Tribune and the Tri-County News on November 3 and November 10, 2017.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved the Request to Advertise (1036 Lincoln Way East) submitted on October 26, 2017.

4. Chocolate Factory & Museum Sewer Extension

Mr. Kain presented the budget request for the Chocolate Factory & Museum Sewer Extension. This is a request for preliminary work on the Chocolate Factory site area by the Airport. As extending the City sewer in that area is needed, this request is to fund survey work. Commission approval in the amount of \$50,000 is requested.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved the Chocolate Factory & Museum Sewer Extension submitted on October 26, 2017.

5. Development Agreement (GLC)

Mr. Buckenmeyer presented the Development Agreement for Great Lakes Capital. We are looking at TIF funding and infrastructure development for Portage Prairie. We will be looking at an investment to support sewer, drainage and infrastructure along with a retention pond and lift station. This development will help serve the entire area and will house approximately 500 new jobs. The study to upgrade the lift station is in progress.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved the Development Agreement for (GLC) submitted on October 26, 2017.

C. River East Development Area

1. Resolution No. 3418 (Rejection of Bids for 126 N. Niles)

Mr. Muller presented Resolution No. 3418 (Rejection of Bids for 126 N. Niles). We received four bids for 126 N. Niles. Staff has reviewed the proposals of all four bids with a decision being made to reject them. This rejection stems from what was proposed to be developed with the property on two of the bids. What was presented and what the city has envisioned for that area were not in alignment. We were concerned on a couple of the proposals promptness to deliver based on their current projects. Secondly, the Parks Department has asked to retain the site until sometime next summer for storage space.

Vice-President Varner asked based on the Master Plan for the East Bank what does the City want for that site is.

Mr. Mueller stated a mixed use development and parking capacity of a garage. There is a real need for more parking in the East Bank area.

Commissioner Ferlic asked when this item goes out for bid next time, can we be more specific on what it is we're looking to be developed on that property's location.

Secretary Inks mentioned that by rejecting these we can now negotiate with anyone who walks in the door, including those who have submitted bids should they change their proposals.

Mr. Dougherty stated that is correct.

Secretary Inks stated if there were things that could be re-worked to fit what the City was looking for we could accept a new offer.

Mr. Dougherty stated that is correct. Once the bid is rejected we would have to start from a clean slate with any potential developer.

Commissioner Lark mentioned if there was a better plan slated ahead of time it would not have wasted people's time and money.

Mr. Mueller stated the plan was laid out, however, a few of the bidders said they had a problem seeing it.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Resolution No. 3418 (Rejection of Bids for 126 N. Niles) submitted on October 26, 2017.

2. Corby Street Storm Sewer Evaluation

Mr. Kain presented the Corby Street Storm Sewer Evaluation. This is to study Corby Street storm sewer issues. We are looking at the opportunity to separate the sewers and study the flow monitoring in this area. Commission approval in the amount of \$45,000 is requested.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved the Corby Street Storm Sewer Evaluation submitted on October 26, 2017.

D. Other

1. Temporary Use Agreement (Notre Dame/Gridiron)

Mr. Relos presented a Temporary Use Agreement (Notre Dame/Gridiron). This is a Temporary Use Agreement for Notre Dame to use the Gridiron on three separate dates as listed. Commission approval is requested.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Temporary Use Agreement (Notre Dame/Gridiron) submitted on October 26, 2017.

6. Progress Reports

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

7. Next Commission Meeting:

Thursday, November 9, 2017, 9:30 a.m.

8. Adjournment

Thursday, October 26, 2017, 10:40 a.m.

David Relos, Economic Resources

Marcia I. Jones, President

ITEM: 3A

REDEVELOPMENT COMMISSION
 Redevelopment Commission Claims November 17, 2017 for ratified and approval

Claims
 submitted Explanation of Project

324 RIVER WEST DEVELOPMENT AREA

South Bend Tribune	101.22	Fellows Streetscape & Berlin PI Notice to Bidders
Tri New County	60.44	100 Wayne St Plaza Notice to Bidders
South Bend Tribune	127.76	Marriott Hotel & Hibberd Building Sites Notice to Bidders
South Bend Tribune	59.40	2017 Demolition Ph. I
HGR	72,079.06	JMS Building
Walsh & Kelly Inc.	169,496.49	Monroe St. Parking Lot
Umbaugh	6,320.00	TIF Consulting
Walsh & Kelly Inc.	378,248.20	Fellows Streetscape
Kolata Enterprises LLC	427.50	Professional Services
C & S Masonry Restoration	1,009.80	Leighton Plaza Improvements Ph. 2
City of SB	18,875.00	Legal Service
Plews Shadley Racher & Braun LLP	2,680.10	Bosch/Honeywell
Hull & Associates Inc.	17,709.26	GW & Vapor Intrusion Evaluation

422 FUND WEST WASHINGTON DEVELOPMENT TIF

Umbaugh	208.00	TIF Consulting
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429 FUND RIVER EAST DEVELOPMENT TIF

Northern Indiana Roofing	4,514.10	Newman Center Roofing Repairs
Alliance	5,500.00	Howard Pk Redevelopment
Umbaugh	1,130.00	TIF Consulting
Smithgroup JJR	15,416.44	SB Riverfront Pks and Trails Master Plan

430 FUND SOUTH SIDE TIF AREA #1

Umbaugh	895.00	TIF Consulting
Walsh & Kelly Inc.	47,262.50	Bowen St Drainage Improvements
Reith Riley Construction Co.	173,893.24	One Way to Two Way Street Conversion
Lawson & Fisher Association		

435 FUND DOUGLAS ROAD DEVELOPMENT AREA TIF

Umbaugh	116.00	TIF Consulting
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436 FUND TIF NORTHEAST RESIDENTIAL

Umbaugh	1,331.00	TIF Consulting
US Bank	500.00	Authority Lease Rental Revenue Refunding Bonds of 2015 Eddy St. Common

Total 917,960.51

TEMPORARY LICENSE AGREEMENT FOR SITE EXAMINATION

This Temporary License Agreement For Site Examination (this “Agreement”) is made on November 20, 2017 (the “Effective Date”), by and between the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment (the “Commission”) and Great Lakes Capital Development LLC, an Indiana limited liability company with its principal place of business at 112 West Jefferson Blvd., Suite 200, South Bend, Indiana 46601 (the “Company”) (each a “Party,” and collectively, the “Parties”).

RECITALS

A. The Commission owns certain real property located within the River West Development Area of the City of South Bend, Indiana (the “City”), as more particularly described in attached **Exhibit A** (the “Property”).

B. The Company serves as a development consultant for a party interested in purchasing the Property from the Commission, and the Parties are in discussions concerning a prospective transaction.

C. On behalf of its client, for purposes of preliminary planning, the Company desires temporary access to and use of the Property (a) to conduct a general, visual examination of the Property and (b) to extract soil borings in appropriate locations to determine the suitability of the soils present on the Property for construction purposes (collectively, the “Examination”).

D. The Commission is willing to permit the Company to gain access to and temporarily use the Property for the Examination, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Commission grants to the Company, and its agents and contractors, a temporary, non-exclusive license to enter and use the Property for the purpose of conducting the Examination, provided that the Company’s use of the Property is reasonable at all times and comports with the terms of this Agreement and all applicable laws (the “License”).

2. The Company’s License to conduct the Examination on the Property will be effective from the Effective Date of this Agreement until the earlier of (a) the date upon which the Company’s agents and/or contractors have completed both elements of the Examination, and (b) December 14, 2017 (the “Term”), provided, however, that the Commission (or its authorized representative) may revoke and terminate the License at any time for any reason, as determined in its, his, or her sole discretion.

3. The Company agrees to exercise its best efforts to minimize any disruption of or interference with the permitted use of the Property by the Commission, the City, or any licensee of the Commission or the City, and the Company will not block or impede vehicular traffic or

any other lawful use of the public rights-of-way surrounding the Property. The Company agrees to communicate with and cooperate in good faith with the Commission's and the City's representatives in advance of the Examination in order to coordinate the Company's access to and use of the Property with the least possible disruption of said users and areas.

4. The Company understands and agrees that neither the Commission nor the City will be liable for any loss, damage, destruction, or theft of any personal property of the Company or its agents and/or contractors or any bodily harm or injury that may result from the Company's use of the Property. The Company understands and agrees that it will at all times be solely responsible for the safety and security of all persons on the Property and any personal property the Company or its agents or contractors uses on the Property in connection with the Examination.

5. The Company agrees that its agents and/or contractors will not store any supplies, materials, goods, or personal property of any kind on the Property or otherwise use the Property for any purposes not expressly provided for in this Agreement. The Company will not, without the prior written consent of the City, cause or permit, knowingly or unknowingly, any hazardous material to be brought or remain upon, kept, used, discharged, leaked, or emitted at the Property.

6. The Company understands and agrees that it will secure in its own name and at its own expense all necessary permits and authorizations, if any, needed to conduct the Examination. The Company understands and agrees that it will, at its own expense, observe and comply with all applicable statutes, laws, ordinances, requirements, orders, rules, and regulations of all governmental authorities in relation to the Examination.

7. To the extent that any portion of the Property is disturbed or damaged in connection with the Company's use of the Property, including the displacement of soil or pavement in connection with the Company's extraction and collection of soil borings, the Company, at the Company's sole expense, will restore the Property to the condition that existed immediately prior to such disturbance or damage. The Company's restoration of the Property must be completed promptly and to the Commission's reasonable satisfaction.

8. The Company agrees and undertakes to indemnify and hold the Commission and the City, and their respective officials, agents, employees, successors, and assigns, harmless from any liability, loss, costs, damages, or expenses, including attorneys' fees, which the Commission or the City may suffer or incur as a result of any claims or actions brought by any person or entity arising out of the License granted herein or the Company's use of the Property for the Examination. If any action is brought against the Commission or the City, or their respective officials, agents, employees, successors, or assigns, in connection with the Examination, the Company agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein.

9. The Company, at the Company's sole expense, shall maintain during the Term of the License commercial general liability insurance covering the Company against all risks associated with the Examination in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence. The Company agrees to include the Commission and the City

as additional insureds on any such policy and produce to the Commission a certificate of insurance evidencing the same. To the extent that the Commission or the City is harmed as a result of the Company's use of the Property, the Company hereby grants the Commission first priority on any proceeds received from the Company's insurance. Notwithstanding anything in this Agreement to the contrary, neither the Commission nor the City waive any governmental immunity or liability limitations available to them under Indiana law.

10. Each undersigned person signing on behalf of his or her respective Party certifies that he or she is duly authorized to bind his or her respective Party to the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have each executed this Temporary License Agreement For Site Examination to be effective as of the Effective Date stated above.

**SOUTH BEND REDEVELOPMENT
COMMISSION**

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

**GREAT LAKES CAPITAL DEVELOPMENT LLC,
an Indiana limited liability company**

By: _____
Printed: _____
Its: _____
Date: _____

4000.0000104 47383887.001

EXHIBIT A

Description of Property

A parcel of real property located in the City of South Bend, St. Joseph County, Indiana, more particularly described as follows:

Lot 260AA of the record plat of the Original Town of South Bend, Jefferson and Main, Second Replat recorded on March 25, 2013, as Document No. 1308726 in the Office of the Recorder of St. Joseph County. [Parcel Key No. 018-3007-0231]

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”), is effective as of November 20, 2017 (the “Effective Date”), by and between the City of South Bend, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the “Commission”), and Ziker Sample Street, LLC, an Indiana limited liability company with its registered office address at 52386 Windover Ln., Granger, Indiana 46530 (the “Developer”) (each, a “Party,” and collectively, the “Parties”).

RECITALS

WHEREAS, the Commission exists and operates under the provisions of the Redevelopment of Cities and Towns Act of 1953, as amended (I.C. 36-7-14 *et seq.*, the “Act”); and

WHEREAS, the Act provides that the clearance, replanning, and redevelopment of redevelopment areas are public uses and purposes for which public money may be spent; and

WHEREAS, the Developer owns certain real property described in **Exhibit A**, together with all improvements thereon and all easements, rights, licenses, and other interests appurtenant thereto (collectively, the “Developer Property”); and

WHEREAS, the Developer desires to construct, renovate, or otherwise rehabilitate certain elements of the Developer Property (the “Project”) in accordance with the project plan (the “Project Plan”) attached hereto as **Exhibit B**; and

WHEREAS, the Developer Property is located within the corporate boundaries of the City of South Bend, Indiana (the “City”), within the River West Development Area (the “Area”); and

WHEREAS, the Commission has adopted (and subsequently amended, from time to time) a development plan, which contemplates development of the Area consistent with the Project; and

WHEREAS, the Commission believes that accomplishing the Project as described herein is in the best interests of the health, safety, and welfare of the City and its residents; and

WHEREAS, the Commission desires to facilitate and assist the Project by undertaking the local public improvements stated in **Exhibit C** (the “Local Public Improvements”) and the financing thereof, subject to the terms and conditions of this Agreement and in accordance with the Act.

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

SECTION 1. DEFINITIONS.

Unless otherwise defined in this Agreement, capitalized terms used in this Agreement have the following meanings:

1.1 Assessed Value. “Assessed Value” means the market value-in-use of a property, used for property tax assessment purposes as determined by the St. Joseph County Assessor.

1.2 Board of Works. “Board of Works” means the Board of Public Works of the City, a public body granted the power to award contracts for public works pursuant to I.C. 36-1-12.

1.3 Funding Amount. “Funding Amount” means an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) of tax increment finance revenues to be used for paying the costs associated with the construction, equipping, inspection, and delivery of the Local Public Improvements.

1.4 Private Investment. “Private Investment” means an amount no less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) to be expended by the Developer for the costs associated with constructing the improvements set forth in the Project Plan, including architectural, engineering, and any other costs directly related to completion of the Project that are expected to contribute to increases in the Assessed Value of the Developer Property.

SECTION 2. INTERPRETATION, TERMS, AND RECITALS.

2.1 Interpretation.

(a) The terms “herein,” “hereto,” “hereunder,” and all terms of similar import shall be deemed to refer to this Agreement as a whole rather than to any Article of, Section of, or Exhibit to this Agreement.

(b) Unless otherwise specified, references in this Agreement to (i) “Section” or “Article” shall be deemed to refer to the Section or Article of this Agreement bearing the number so specified, (ii) “Exhibit” shall be deemed to refer to the Exhibit of this Agreement bearing the letter or number so specified, and (iii) references to this “Agreement” shall mean this Agreement and any exhibits and attachments hereto.

(c) Captions used for or in Sections, Articles, and Exhibits of this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

(d) The terms “include”, “including” and “such as” shall each be construed as if followed by the phrase “without being limited to.”

2.2 Recitals. The Recitals set forth above are incorporated into and are a part of this Agreement for all purposes.

SECTION 3. ACCESS.

3.1 Grant of Easement. The Developer will grant to the Commission a temporary, non-exclusive easement on, in, over, under and across any part(s) of the Developer Property (the “Easement”) in the form attached hereto as **Exhibit D**, to permit the Commission to fulfill its obligations under this Agreement, including the construction, equipping, inspection, and delivery of the Local Public Improvements. The Easement shall (a) inure to the benefit of the Commission

and the Board of Works or any contractors acting on behalf of the Commission in connection with the construction, equipping, inspection, and delivery of the Local Public Improvements; (b) shall bind the Developer and its grantees, successors, and assigns; and (c) shall terminate no later than upon completion of the Local Public Improvements, as determined by the Board of Works.

SECTION 4. DEVELOPER'S OBLIGATIONS.

4.1 Generally. The Parties acknowledge and agree that the Commission's agreements to perform and abide by the covenants and obligations set forth in this Agreement are material consideration for the Developer's commitment to perform and abide by the covenants and obligations of the Developer contained in this Agreement.

4.2 The Project.

(a) The Developer will perform all necessary work to complete the improvements set forth in the Project Plan attached hereto as Exhibit B and the plans and specifications to be approved by the Commission pursuant to Section 4.8 of this Agreement, which improvements shall comply with all zoning and land use laws and ordinances.

(b) The Developer will expend the Private Investment to complete the Project in accordance with the Project Plan attached hereto as Exhibit B and the plans and specifications to be approved by the Commission pursuant to Section 4.8 of this Agreement.

4.3 Cooperation. The Developer agrees to endorse and support the Commission's efforts to expedite the Local Public Improvements through any required planning, design, public bidding, construction, inspection, waiver, permitting, and related regulatory processes.

4.4 Obtain Necessary Easements. The Developer agrees to obtain any and all easements from any governmental entity and/or any other third parties that the Developer or the Commission deems necessary or advisable in order to complete the Local Public Improvements, and the obtaining of such easements is a condition precedent to the Commission's obligations under this Agreement.

4.5 Commencement and Completion Dates. The Developer hereby agrees to commence the Project no later than June 30, 2018 (the "Mandatory Project Commencement Date"). The Developer hereby agrees to complete the Project and any other obligations the Developer may have under this Agreement no later than June 30, 2019 (the "Mandatory Project Completion Date"). Notwithstanding any provision of this Agreement to the contrary, the Developer's failure (a) to commence the Project by the Mandatory Project Commencement Date or (b) to complete the Project or any other obligations the Developer may have under this Agreement by the Mandatory Project Completion Date will constitute a default under this Agreement without any requirement of notice of or an opportunity to cure such failure.

4.6 Reserved.

4.7 Reporting Obligations.

(a) Upon the letting of contracts for substantial portions of the Project and again upon substantial completion of the Project, the Developer hereby agrees to report to the Commission the number of local contractors and local laborers involved in the Project, the amount of bid awards for each contract related to the Project, and information regarding which contractor is awarded each contract with respect to the Project.

(b) On or before June 30 and December 31 of each year until substantial completion of the Project, the Developer shall submit to the Commission a report demonstrating the Developer's good-faith compliance with the terms of this Agreement. The report shall include the following information and documents: (i) a status report of the construction completed to date, (ii) an update on the project schedule, (iii) an itemized accounting generally identifying the Private Investment to date, and (iv) a status report of the number of jobs created for employment at the Developer Property.

(c) On or before April 15 of the year that is one year after substantial completion of the Project and on each April 15 thereafter until April 15 of the year which is three (3) years after substantial completion of the Project, the Developer shall submit to the Commission a report with the following information: (i) the number of jobs created as a result of the Project and wage and benefit information for the jobs created; and (ii) a detailed description of the of the job and wage details for the number of people employed by the Developer in connection with the Project.

4.8 Submission of Plans and Specifications for Project. Promptly upon completion of all plans and specifications for the Project, or changes thereto, the Developer shall deliver a complete set thereof to the Commission.

4.9 Costs and Expenses of Construction of Project. The Developer hereby agrees to pay, or cause to be paid, all costs and expenses of construction for the Project (including legal fees, architectural and engineering fees), exclusive of the Local Public Improvements, which shall be paid for by the Commission by and through the Funding Amount subject to the terms of this Agreement.

4.10 Specifications for Local Public Improvements. The Developer will be responsible for the preparation of all bid specifications related to the Local Public Improvements, and the Developer will pay all costs and expenses of such preparation, provided, however, that if the Commission pays any costs or expenses of such preparation, then the amount paid by the Commission will be deducted from the Funding Amount. The Developer will submit all bid specifications related to the Local Public Improvements to the City of South Bend Engineering Department (the "Engineering Department"). The Engineering Department may approve or disapprove said bid specifications for the Project in its sole discretion and may request revisions or amendments to be made to the same.

4.11 Non-Interference. Developer hereby agrees to use commercially reasonable efforts to minimize disruption for those living and working near the Developer Property during construction of the Project.

4.12 Insurance. The Developer shall purchase and maintain comprehensive insurance coverage as is appropriate for the work being performed with respect to the Project. The Developer shall provide proof of such adequate insurance to the Commission and shall notify the Commission and the City of any change in or termination of such insurance. During the period of construction or provision of services regarding any Local Public Improvements, the Developer shall maintain insurance in the kinds and for at least the minimum amounts as described in Exhibit E attached hereto and the Commission and the City shall be named as additional insureds on such policies (but not on any worker's compensation policies).

4.13 Information. The Developer agrees to provide any and all due diligence items with respect to the Project reasonably requested by the Commission.

SECTION 5. COMMISSION'S OBLIGATIONS.

5.1 Generally. The Parties acknowledge and agree that the Developer's agreement to perform and abide by the covenants and obligations set forth in this Agreement is material consideration for the Commission's commitment to perform and abide by the covenants and obligations of the Commission contained in this Agreement.

5.2 Completion of Local Public Improvements.

(a) The Commission hereby agrees to complete (or cause to be completed) the Local Public Improvements described in Exhibit C attached hereto on a schedule to be reasonably determined and agreed to by the Commission and the Developer, as may be modified due to unforeseen circumstances and delays.

(b) Before any work on the Local Public Improvements will commence, (a) the Commission will have received satisfactory plans and specifications for the Project and approved the same in accordance with Section 4.8 of this Agreement, and (b) the Engineering Department will have received satisfactory bid specifications for the Local Public Improvements and approved the same in accordance with Section 4.10 of this Agreement.

(c) The Local Public Improvements will be completed in accordance with all applicable public bidding and contracting laws and will be subject to inspection by the Engineering Department or its designee.

(d) Notwithstanding anything contained herein to the contrary, in the event the costs associated with the Local Public Improvements are in excess of the Funding Amount, Developer, at its sole option, may determine to pay to the Commission the amount of the excess costs to permit timely completion of the Local Public Improvements by the Commission, or an agent of the Commission, which amounts shall be applied for such purpose. If Developer chooses not to pay any such excess costs of the Local Public Improvements (above the Funding Amount), the Commission may reduce the scope of the Local Public Improvements to the amount which may be funded with the Funding Amount. In no event will the Commission be required to spend more than the Funding Amount in connection with the Local Public Improvements.

5.3 Cooperation. The Commission agrees to endorse and support the Developer's efforts to expedite the Project through any required planning, design, permitting, waiver, and related regulatory processes, provided, however, that the Commission will not be required to expend any money in connection therewith.

5.4 Public Announcements, Press Releases, and Marketing Materials. The Commission hereby agrees to coordinate all public announcements and press releases relating to the Project with the Developer.

SECTION 6. COOPERATION IN THE EVENT OF LEGAL CHALLENGE.

6.1 Cooperation. In the event of any administrative, legal, or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of this Agreement, the Parties shall cooperate in defending such action or proceeding to settlement or final judgment including all appeals. Each Party shall select its own legal counsel and retain such counsel at its own expense, and in no event shall the Commission be required to bear the fees and costs of the Developer's attorneys nor shall the Developer be required to bear the fees and costs of the Commission's attorneys. The Parties agree that if any other provision of this Agreement, or this Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the Parties agree to be bound by the terms of this Section 6.1, which shall survive such invalidation, nullification, or setting aside.

SECTION 7. DEFAULT.

7.1 Default. Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. Upon the occurrence of a default under this Agreement, the non-defaulting Party may (a) terminate this Agreement, or (b) institute legal proceedings at law or in equity (including any action to compel specific performance) seeking remedies for such default. If the default is cured within thirty (30) days after the notice described in this Section 7.1, then no default shall exist and the noticing Party shall take no further action.

7.2 Reimbursement Obligation. In the event that the Developer fails (a) to commence the Project by the Mandatory Project Commencement Date, (b) to complete the Project by the Mandatory Project Completion Date, or (c) to expend the full amount of the Private Investment by the Mandatory Project Completion Date, then upon the written demand of the Commission, the Developer will repay the Commission One Hundred Fifty Percent (150%) of the portion of the Funding Amount expended by the Commission in furtherance of the Local Public Improvements as of the date of the Commission's demand.

7.3 Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, none of the Parties shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of terrorism,

restrictions imposed or mandated by governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environments regulations, contract defaults by third parties, or similar basis for excused performance which is not within the reasonable control of the Party to be excused (each, an event of "Force Majeure"). Upon the request of any of the Parties, a reasonable extension of any date or deadline set forth in this Agreement due to such cause will be granted in writing for a period necessitated by the event of Force Majeure, or longer as may be mutually agreed upon by all the Parties.

SECTION 8. NO AGENCY, JOINT VENTURE, OR PARTNERSHIP; CONFLICT OF INTEREST; INDEMNITY.

8.1 No Agency, Joint Venture or Partnership. The Parties acknowledge and agree that:

(a) The Project is a private development;

(b) None of the Commission, the Board of Works, or the Developer has any interest or responsibilities for, or due to, third parties concerning any improvements until such time, and only until such time, that the Commission, the Board of Works, and/or the Developer expressly accepts the same; and

(c) The Parties hereby renounce the existence of any form of agency relationship, joint venture or partnership between the Commission, the Board of Works, and the Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the Commission, the Board of Works, and the Developer.

8.2 Conflict of Interest; Commission Representatives Not Individually Liable. No member, official, or employee of the Commission or the City may have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No member, official, or employee of the Commission or the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the Commission or for any amount which may become due to the Developer, or its successors and assigns, or on any obligations under the terms of this Agreement. No partner, member, employee, or agent of the Developer or successors of them shall be personally liable to the Commission under this Agreement.

8.3 Indemnity. The Developer agrees to indemnify, defend, and hold harmless the Commission and the City from and against any third-party claims suffered by the Commission or the City resulting from or incurred in connection with the Local Public Improvements or the Project.

SECTION 9. MISCELLANEOUS.

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

9.2 Other Necessary Acts. Each Party shall execute and deliver to the other Parties all such other further instruments and documents as may be reasonably necessary to accomplish the Project and the Local Public Improvements contemplated by this Agreement and to provide and secure to the other Parties the full and complete enjoyment of its rights and privileges hereunder. Notwithstanding the foregoing, the Parties understand and agree that certain actions contemplated by this Agreement may be required to be undertaken by persons, agencies, or entities that are not a party to this Agreement, including, but not limited to certain permits, consents, and/or approvals (to the extent they have not yet been obtained and completed), and that any action by such third parties shall require independent approval by the respective person, agency, entity, or governing body thereof.

9.3 Dispute Resolution; Waiver of Jury Trial. Any action to enforce the terms or conditions of this Agreement or otherwise concerning a dispute under this Agreement will be commenced in the courts of St. Joseph County, Indiana, unless the Parties mutually agree to an alternative method of dispute resolution. The Parties acknowledge that disputes arising under this Agreement are likely to be complex and they desire to streamline and minimize the cost of resolving such disputes. In any legal proceeding, each Party irrevocably waives the right to trial by jury in any action, counterclaim, dispute, or proceeding based upon, or related to, the subject matter of this Agreement. This waiver applies to all claims against all parties to such actions and proceedings. This waiver is knowingly, intentionally, and voluntarily made by both Parties.

9.4 Attorneys' Fees. In the event of any litigation, mediation, or arbitration between the Parties regarding an alleged breach of this Agreement, none of the Parties shall be entitled to any award of attorney's fees.

9.5 Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the Project:

(a) The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and

(b) The Developer will state, in all solicitations or advertisements for employees placed by or on behalf of the Developer, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

9.6 Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed shall be an original, but all of which together shall constitute one and the same instrument. Any electronically transmitted version of a manually executed original shall be deemed a manually executed original.

9.7 Notices and Demands. Any notice, demand, or other communication required or permitted under the terms of this Agreement may be delivered (a) by hand-delivery (which will be deemed delivered at the time of receipt), (b) by registered or certified mail, return receipt requested

(which will be deemed delivered three (3) days after mailing), or (c) by overnight courier service (which will be deemed delivered on the next business day) to each Party's respective addresses and representatives stated below.

Developer: Ziker Sample Street, LLC
1240 S. Byrkit St.
Mishawaka, IN 46544
Attn: David Ziker

Commission: South Bend Redevelopment Commission
1400 S. County-City Building
227 W. Jefferson Blvd.
South Bend, IN 46601
Attn: Daniel Buckenmeyer, Director of Economic Resources and Business Development, South Bend Department of Community Investment

With a copy to: South Bend Legal Department
1200 S. County-City Building
227 W. Jefferson Blvd.
South Bend, IN 46601
Attn: Corporation Counsel

9.8 Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Indiana.

9.9 Authority. Each undersigned person executing and delivering this Agreement on behalf of a Party represents and certifies that he or she is the duly authorized officer or representative of such Party, that he or she has been fully empowered to execute and deliver this Agreement on behalf of such Party, and that all necessary action to execute and deliver this Agreement has been taken by such Party.

9.10 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation other than the Parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant, or condition hereof, as third-party beneficiaries or otherwise, and all of the terms, covenants, and conditions hereof shall be for the sole and exclusive benefit of the Parties herein.

9.11 Assignment. The Developer's rights under this Agreement shall be personal to the Developer and shall not run with the land. The Developer may not assign its rights or obligations under this Agreement to any third party without obtaining the Commission's prior written consent to such assignment, which the Commission may give or withhold in its sole discretion. In the event the Developer seeks the Commission's consent to any such assignment, the Developer shall provide to the Commission all relevant information concerning the identities of the persons or entities proposed to be involved in and an explanation of the purposes for the proposed assignment(s).

9.12 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.

9.13 Exhibits. All exhibits described herein and attached hereto are incorporated into this Agreement by reference.

9.14 Entire Agreement. No representation, promise, or inducement not included in this Agreement will be binding upon the Parties hereto. This Agreement cannot be modified except by mutual agreement of the Parties set forth in a written instrument signed by the Parties' authorized representatives.

9.15 Time. Time is of the essence of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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


SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

ZIKER SAMPLE STREET, LLC,
an Indiana limited liability company



David Ziker, Sole Member

4000.0000103 53547447.003

EXHIBIT A

Description of Developer Property

PARCEL I: Lots Numbered One (1), Two (2) and Three (3) as shown on the recorded Plat of John C. Knoblock's Subdivision of Out Lot Numbered 39 in Denniston and Fellows' Addition to the Town, now City of South Bend, recorded May 28, 1902 in Plat Book 8, page 69 in the Office of the Recorder of St. Joseph County, Indiana.

PARCEL II: Lot Numbered Four (4) as shown on the recorded Plat of J.C. Knoblock's Subdivision of Lot 39 in Denniston and Fellows' Addition to the Town, now City of South Bend, recorded May 28, 1902 in Plat Book 8, page 69 in the Office of the Recorder of St. Joseph County, Indiana.

PARCEL III: Lots Numbered Seven (7), Eight (8), Nine (9) and Ten (10) as shown on the recorded Plat of J.C. Knoblock's Subdivision of Lot 39 in Denniston and Fellows' Addition to the Town, now City of South Bend, recorded May 28, 1902 in Plat Book 8, page 69 in the Office of the Recorder of St. Joseph County, Indiana and the North Half of Lots Numbered Thirty-seven (37) and Thirty-eight (38) of Denniston and Fellows' Addition to the Town, now City of South Bend, Indiana.

PARCEL IV: Lots Numbered Five (5) and Six (6) as shown on the recorded Plat of J.C. Knoblock's Subdivision of Lot 39 in Denniston and Fellows' Addition to the Town, now City of South Bend, recorded May 28, 1902 in Plat Book 8, page 69 and the East Half of the South Half of Lot Numbered Thirty-eight (38) as shown on the recorded Plat of Denniston and Fellow's Addition to the Town, now City of South Bend, St. Joseph County, Indiana. Also, a lot or parcel 31.4 feet in width, East and West, taken off of and from the East side of the West Half of the South Half of Lot Numbered 38 as shown on the recorded Plat of Denniston and Fellows Addition to the Town, now City of South Bend, St. Joseph County, Indiana.

PARCEL V: The South Half of Lot Numbered Thirty-seven (37) as shown on the recorded Plat of Denniston and Fellows' Addition to the Town, now City of South Bend, excepting therefrom 40 feet North and South and 130 feet East and West taken off of the South end thereof. ALSO, a strip of land 33 feet East and West by 125 feet North and South taken off of and from the entire North end of a parcel of land described as the West Half of the West Half of the South Half of Lot Numbered Thirty-eight (38) as shown on the recorded Plat of Denniston & Fellow's Addition to then Town, now City of South Bend.

EXHIBIT B

Project Plan

In accordance with the terms and conditions of this Agreement and in compliance with all applicable laws and regulations, the Developer will renovate and improve the Developer Property, which contains a previously vacant and underutilized building of approximately 70,000 square feet, to provide a home for incubating and/or second-stage businesses with a focus on educating residents of South Bend, to help such businesses grow and expand while providing a hands-on vocational/trade training ground for interested student/residents.

EXHIBIT C

Description of Local Public Improvements

The Commission will complete, or cause to be completed, the following work in accordance with the terms and conditions of this Agreement and in compliance with all applicable laws and regulations:

- A. Façade and common area improvements (which may include windows, doors, and additional elements to be reasonably determined by the Developer in consultation with the Commission's representatives).
- B. Establishment and customization of interior tenant/education spaces within the building located on the Developer Property, including the procurement of professional architectural and/or planning services necessary to complete said improvements.

EXHIBIT D

Form of Easement

GRANT OF TEMPORARY EASEMENT

THIS INDENTURE, made as of the _____ day of _____, 201__ (the “Effective Date”), by and between Ziker Sample Street, LLC, an Indiana limited liability company with its registered office address at 52386 Windover Ln., Granger, Indiana 46530 (the “Grantor”), and the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment, 1400 S. County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601 (the “Grantee”).

WITNESSETH:

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which Grantor hereby acknowledges, Grantor hereby grants, conveys, and warrants to Grantee a temporary, non-exclusive easement (the “Easement”) on, in, over, under and across the real property described in attached Exhibit 1 (the “Property”) for the construction, equipping, and delivery of certain improvements on the Property (the “Local Public Improvements”), together with the right of ingress to and egress from the Easement for said purposes, all pursuant to a certain Development Agreement by and between Grantor and Grantee, dated November, 2017 (the “Development Agreement”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Development Agreement.

The Easement granted herein shall pertain to the air, surface, and subsurface rights and interests of Grantor, for the use and benefit of Grantee, and its successors and assigns, to the extent necessary to accomplish and carry out the construction, equipping, and delivery of the Local Improvements on the Property. The Easement hereby granted includes the right and privilege for Grantee at reasonable times to clean and remove from said Easement any debris or obstructions interfering with said Easement.

The Easement granted herein, and its associated benefits and obligations, shall inure to the benefit of Grantee and Grantee’s contractors acting on Grantee’s behalf in connection with the Local Public Improvements.

Notwithstanding anything contained herein to the contrary, unless extended in writing by Grantor, the Easement shall terminate and be of no further force and effect on the date (hereinafter, the “Construction Termination Date”) of the earliest of the following: (a) completion of the Local Public Improvements; (b) expiration or earlier termination of the Development Agreement; or (c) such earlier date as Grantor and Grantee may agree to in writing.

IN WITNESS WHEREOF, Grantor has executed this Grant of Temporary Easement on the date shown in the acknowledgment set forth below to be effective as of the Effective Date.

GRANTOR:

ZIKER SAMPLE STREET, LLC,
an Indiana limited liability company



David Ziker, Sole Member

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

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

WITNESS my hand and Notarial Seal this _____ day of _____, 201__.

_____, Notary Public
Residing in _____ County, IN

My Commission Expires: _____

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

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

EXHIBIT 1

Description of Property

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EXHIBIT E

Minimum Insurance Amounts

- A. Worker's Compensation
 - 1. State Statutory
 - 2. Applicable Federal Statutory
 - 3. Employer's Liability \$100,000.00

- B. Comprehensive General Liability
 - 1. Bodily Injury
 - a. \$5,000,000.00 Each Occurrence
 - b. \$5,000,000.00 Annual Aggregate Products and Completed Operation

 - 2. Property Damage
 - a. \$5,000,000.00 Each Occurrence
 - b. \$5,000,000.00 Annual Aggregate

- C. Comprehensive Automobile Liability
 - 1. Bodily Injury
 - a. \$500,000.00 Each Person
 - b. \$500,000.00 Each Accident

 - 2. Property Damage
 - a. \$500,000.00 Each Occurrence

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment To Development Agreement (this “First Amendment”) is effective as of November 20, 2017 (the “Effective Date”), by and between the City of South Bend, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the “Commission”), and LangLab LLC, an Indiana limited liability company with its principal place of business at 1302 High Street, South Bend, Indiana 46601 (the “Developer”) (each, a “Party,” and collectively, the “Parties”).

RECITALS

A. The Commission and the Developer entered into that certain Development Agreement dated January 26, 2017 (the “Development Agreement”) concerning improvements to the Developer Property to facilitate the expansion of the Developer’s small business promotion activities.

B. In order to further support the Developer’s improvements to the Developer Property, the Parties desire to amend the terms of the Development Agreement as set forth in this First Amendment.

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

1. In Section 1.3 of the Development Agreement, the term “Fifty Thousand Dollars (\$50,000.00)” is deleted and replaced by the term “Seventy-Six Thousand Dollars (\$76,000.00).”

2. The following sentence is added to Section 5.2(a) of the Development Agreement: “The Parties mutually acknowledge and agree that upon the completion of the work set forth in Exhibit C, irrespective of whether such work requires the Commission to expend the entirety of the Funding Amount, the Commission’s obligations under this Agreement will be satisfied in full.”

3. The contents of Exhibit C to the Development Agreement are deleted and replaced by the following: “In accordance with the terms of this Agreement and in compliance with all applicable laws and regulations, the Commission will complete, or cause to be completed, certain improvements to and/or the replacement of heating, air conditioning, and ventilation systems (or parts thereof) serving the Developer Property, in accordance with specifications approved by the Engineering Department for the City of South Bend on or about October 18, 2017, under Project No. 117-024.”

4. The Developer hereby expressly reaffirms its obligations under the Development Agreement, and, unless expressly modified by this First Amendment, the terms and provisions of the Development Agreement remain in full force and effect.

5. Capitalized terms used in this First Amendment will have the meanings set forth in the Development Agreement unless otherwise stated herein.

6. The recitals set forth above are hereby incorporated into the operative provisions of this First Amendment.

7. This First Amendment will be governed and construed in accordance with the laws of the State of Indiana.

8. This First Amendment may be executed in separate counterparts, each of which when so executed shall be an original, but all of which together shall constitute one and the same instrument. Any electronically transmitted version of a manually executed original shall be deemed a manually executed original.

IN WITNESS WHEREOF, the Parties hereby execute this First Amendment to be effective as of the Effective Date stated above.

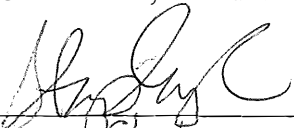
SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

LANGLAB LLC, an Indiana limited liability company

By: 
Name: Stephanie Rizk
Title: Owner Manager

4000.0000093 65543672.002

SECOND AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

This Second Amendment To Real Estate Purchase Agreement (this “Second Amendment”) is made on November 20, 2017 (the “Effective Date”), by and between the South Bend Redevelopment Commission, the governing body of the City of South Bend Department of Redevelopment (“Seller”), and Cressy & Everett Commercial Corporation, doing business as Newmark Grubb Cressy & Everett, an Indiana corporation with its principal place of business at 4100 Edison Lakes Parkway, Suite 350, Mishawaka, Indiana 46545 (“Buyer”) (each a “Party,” and collectively the “Parties”).

RECITALS

A. Seller and Buyer entered into that certain Real Estate Purchase Agreement dated May 11, 2017, as amended by the First Amendment To Real Estate Purchase Agreement dated July 27, 2017 (collectively, the “Purchase Agreement”), for the purchase and sale of the Property (as defined in the Purchase Agreement) located in the City of South Bend (the “City”).

B. Buyer has concluded its examination of the Property pursuant to Section 3 of the Purchase Agreement, and the Parties have agreed to proceed to Closing upon the terms of the Purchase Agreement as amended by this Second Amendment in consideration of certain of Buyer’s costs in examining the Property and in complying with the City’s downspout disconnection program.

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

1. In Section 2 of the Purchase Agreement, which defines the Purchase Price for the Property, the term “One Hundred Twenty-Five Thousand Dollars (\$125,000.00)” is deleted and replaced by the term “Ninety-Two Thousand Six Hundred Sixty and 47/100 Dollars (\$92,660.47).”

2. In Section 10.A. of the Purchase Agreement, the term “thirty (30) days” is deleted and replaced by the term “sixty (60) days.”

3. In light of the termination of the VA Lease prior to the Closing Date, (a) Exhibit D attached to the Purchase Agreement is deleted and replaced by Exhibit D attached to this Second Amendment, (b) the last three (3) sentences of Section 12 of the Purchase Agreement are deleted in their entirety, and (c) Section 10.B(iii) of the Purchase Agreement is deleted and replaced by the following sentence: “At Closing, Seller will execute and deliver to Buyer the Temporary Access Agreement attached as **Exhibit D.**”

4. Section 10.B(v) of the Purchase Agreement is deleted in its entirety.

5. Exhibit E attached to the Purchase Agreement is deleted and replaced by Exhibit E attached to this Second Amendment.

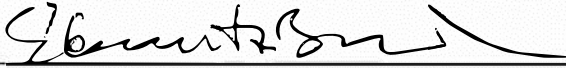
6. Unless expressly modified by this Second Amendment, the terms and provisions of the Purchase Agreement remain in full force and effect.

7. Capitalized terms used in this Second Amendment will have the meanings set forth in the Purchase Agreement unless otherwise stated herein.

IN WITNESS WHEREOF, the Parties hereby execute this Second Amendment To Real Estate Purchase Agreement to be effective on the Effective Date stated above.

BUYER:

Cressy & Everett Commercial Corporation,
doing business as Newmark Grubb Cressy & Everett,
an Indiana corporation



Edward Bradley, Senior VP and Principal

Dated: 11-15-17

SELLER:

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

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

4000.0000091 43253016.002

EXHIBIT D

Temporary Access Agreement

TEMPORARY ACCESS AGREEMENT

This Temporary Access Agreement (this "Agreement") is made on _____, 2017 (the "Effective Date"), by and between the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment, of 1400 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601 (the "Commission"), and Cressy & Everett Commercial Corporation, doing business as Newmark Grubb Cressy & Everett, an Indiana corporation with its principal place of business at 4100 Edison Lakes Parkway, Suite 350, Mishawaka, Indiana 46545 (the "Company").

RECITALS

A. Commission owns in fee simple certain real property located within the River West Development Area of the City of South Bend, Indiana (the "City"), as described and approximately depicted in attached **Exhibit 1** (the "Access Parcel").

B. Company owns in fee simple the real property described in attached **Exhibit 2** (the "Company Parcel"), which abuts the Access Parcel along the Access Parcel's eastern boundary.

C. In connection with Company's purchase of the Company Parcel from Commission under the parties' Real Estate Purchase Agreement dated May 11, 2017, as amended by the First Amendment To Real Estate Purchase Agreement dated July 27, 2017, and the Second Amendment To Real Estate Purchase Agreement dated November 20, 2017 (collectively, the "Purchase Agreement"), Company desires to obtain from Commission a right of access over the Access Parcel to the Company Parcel for the purpose of facilitating Company's use of overhead doors on the western side of the building on the Company Parcel (the "Building") for Company's use of the Building as a self-storage facility, and Commission has agreed to grant the same on the terms and conditions stated in this Agreement.

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

1. Grant of Access. Commission hereby grants to Company a non-exclusive, temporary license to access the Access Parcel for the limited purpose of pedestrian and vehicular ingress and egress over and across the Access Parcel to and from the Company Parcel by Company and its agents, contractors, employees, and invitees to use the five (5) overhead doors in existence on the western side of the Building on the Effective Date of this Agreement (the "Overhead Doors") in connection with Company's use of the Building as a self-storage facility (the "License").

2. Termination. Commission may revoke and terminate the License (a) immediately, in the event Company fails to satisfy any of its obligations under the Purchase Agreement, (b) immediately, in the event Company ceases to own a controlling interest in the Building, (c) immediately, in the event the Building is demolished or the use of the Overhead Doors for self-storage purposes ceases, and (d) upon Company's failure to cure a default under this Agreement within thirty (30) days after receiving a written notice of such default from Commission (or its authorized representative).

3. Maintenance; Restoration. Company, at its sole expense, will at all times maintain and repair the Access Parcel. In the event Company (or any of its agents, contractors, employees, or invitees) disturbs or damages any part of the Access Parcel, Company will promptly restore such area(s) to substantially the same condition that existed immediately prior to such disturbance or damage. Company agrees to complete all of the foregoing restoration work to the City's satisfaction, as determined in the City's sole discretion. In the event Company fails to preserve the Access Parcel at all times in good condition and repair, Commission or the City may, at its option, incur costs and expenses to maintain and repair the Access Parcel, which costs and expenses Company will pay promptly upon the written demand of Commission or the City, as the case may be.

4. Clear Path of Travel. Commission and Commission's agents and employees will place no permanent structures in, on, or over the Access Parcel that will obstruct or interfere with the Company's use of the Access Parcel without Company's prior consent. Further, the parties agree that Company will have no right under this Agreement to install improvements of any kind on the Access Parcel.

5. Title; No Lease or Easement. Commission covenants that it is the sole owner in fee simple of the Access Parcel and has the lawful right to permit Company to use it under this Agreement. Commission and Company mutually agree and acknowledge that this Agreement does not constitute a lease of or easement over the Access Parcel. This Agreement grants the Company no interest of any kind in the Access Parcel except the License granted above and revocable in accordance with the terms of this Agreement.

6. Property Taxes. Company will be responsible for the payment of all real property taxes and assessments, of any nature whatsoever (the "Taxes"), which are levied against the Access Parcel for all periods during the term of the License. Commission will have no liability for any Taxes associated with the Access Parcel, whether accruing during the term of the License or after the term of the License, and nothing in this Agreement will be construed to require the proration or other apportionment of Taxes resulting in the Commission's liability therefor.

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

8. Indemnification; Insurance. Company shall indemnify and hold Commission and the City harmless from and against any and all claims resulting from damage to any property upon the Access Parcel or injury to any person upon the Access Parcel. In addition, Company will maintain commercial general liability insurance coverage in the minimum amount of at least Five Million Dollars (\$5,000,000.00) per occurrence and will designate the Commission and the City as additional insureds under any such policy of insurance. Promptly following the Effective Date of this Agreement, Company will produce to Commission a certificate of insurance evidencing the same.


9. Reservation of Rights. Commission reserves for itself the free use of the Access Parcel in any manner not inconsistent with the terms of this Agreement.

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

IN WITNESS WHEREOF, the parties have signed this Temporary Access Agreement to be effective as of the Effective Date.

COMPANY:

Cressy & Everett Commercial Corporation,
doing business as Newmark Grubb Cressy & Everett,
an Indiana corporation



Edward Bradley, Senior VP and Principal

Dated: 11-15-17

COMMISSION:

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

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

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Exhibit 2 to Temporary Access Agreement

Description of Company Parcel

Lots Numbered Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22) and Twenty-three (23) as shown on the recorded Plat of William S. Vail's Addition to the Town, now City of South Bend; including that part of Railroad Avenue heretofore vacated lying South of and adjoining said Lots 22 and 23. Also, the entire vacated alley running East and West lying between Lots 20 and 21 as shown on the recorded Plat of William S. Vail's Addition to the City of South Bend; also, the East One-half (1/2) of Vacated Franklin Street lying West of and adjacent to said Lots 17 through 23.

Parcel Key Nos. 018-3012-0447 and 018-3012-0452

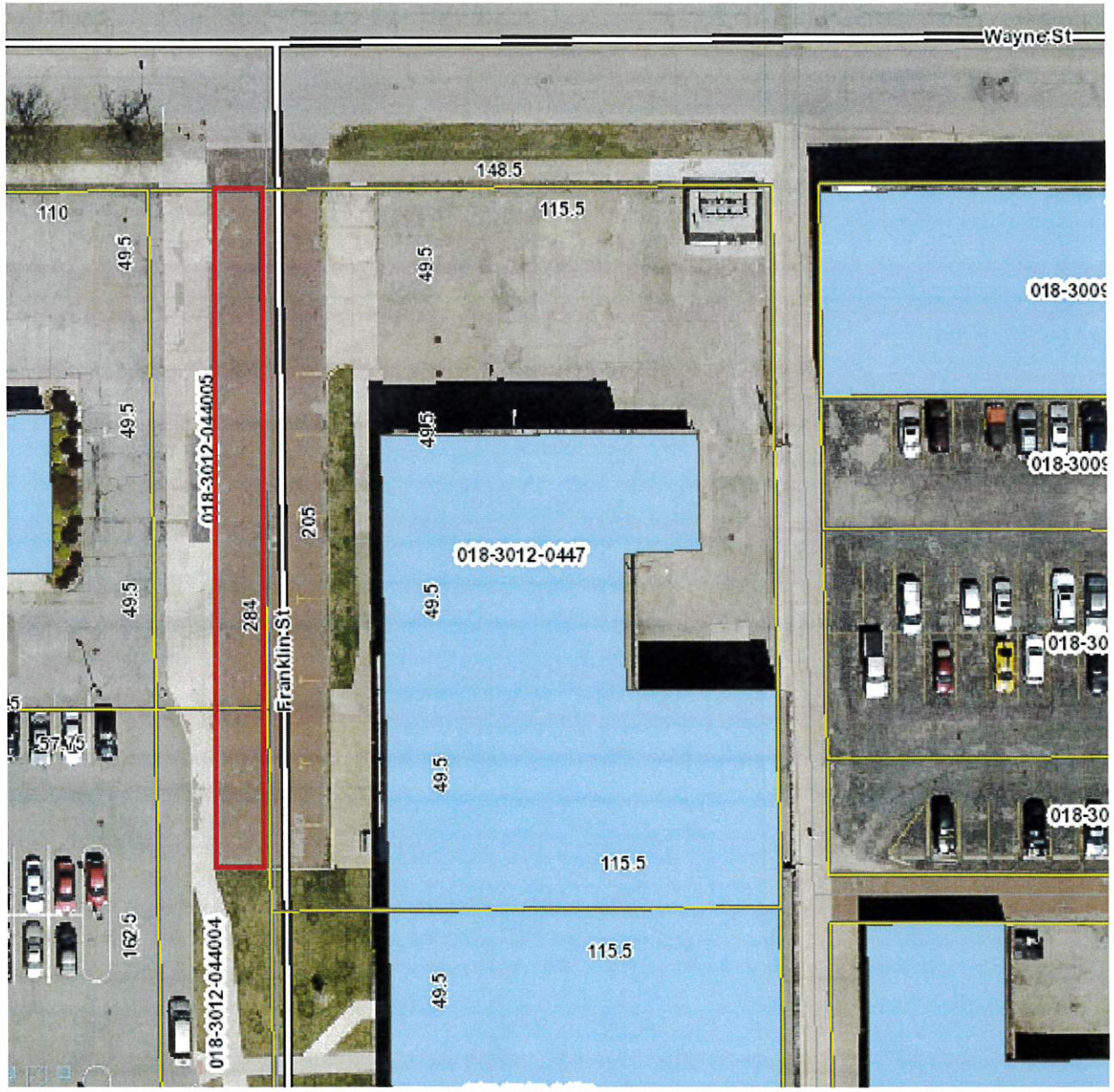
EXHIBIT E

Temporary Parking Lot Access Agreement

Exhibit 1 to Temporary Access Agreement

Description of Access Parcel

A parcel of real property located in the City of South Bend, Indiana, approximately depicted below and more particularly described as the eastern half of Outlot A and the northern forty-six (46) feet of the eastern half of Outlot B as said outlots are shown on the recorded plat of Vail's Subdivision (First Replat) recorded on October 4, 2013, as Document No. 1330638 in the Office of the Recorder of St. Joseph County.



TEMPORARY PARKING LOT ACCESS AGREEMENT

This Temporary Parking Lot Access Agreement (this "Parking Agreement") is made on _____, 2017 (the "Effective Date"), by and between the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment, of 1400 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601 (the "Commission"), and Cressy & Everett Commercial Corporation, doing business as Newmark Grubb Cressy & Everett, an Indiana corporation with its principal place of business at 4100 Edison Lakes Parkway, Suite 350, Mishawaka, Indiana 46545 (the "Company") (each a "Party," and collectively, the "Parties").

RECITALS

A. The Commission owns certain real property and improvements located within the River West Development Area of the City of South Bend, Indiana (the "City"), as more particularly described in attached **Exhibit 1** (the "Parking Lot").

B. In connection with its purchase of abutting real property from the Commission (the "Building" or the "Building Parcel"), and its redevelopment of the same, under the Parties' Real Estate Purchase Agreement dated May 11, 2017, as amended by the First Amendment To Real Estate Purchase Agreement dated July 27, 2017, and the Second Amendment To Purchase Agreement dated November 20, 2017 (collectively, the "Purchase Agreement"), the Company desires to have access to and use of the Parking Lot, and the Commission agrees to permit the same, subject to the terms and conditions stated in this Parking Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **License; Vehicular and Pedestrian Access.** The Commission hereby grants to the Company a temporary license (the "License") to enter and use the Parking Lot exclusively for the parking of properly licensed passenger vehicles, including motorcycles, by the Company and the tenants and invitees of the Building, subject to the terms of this Parking Agreement. Effective at all times during the term of the License, the Commission hereby grants to the Company a non-exclusive, temporary license for vehicular and pedestrian access to and from the Building and its abutting sidewalk over and across Outlot B shown on the recorded plat of Vail's Subdivision (First Replat) recorded on October 4, 2013, as Document No. 1330638 in the Office of the Recorder of St. Joseph County (the "Pedestrian Access Area"). At all times during the term of the License, the Company will be responsible for all maintenance of the Pedestrian Access Area, including without limitation landscaping, mowing, clearance of snow and ice, and all other necessary work to keep the Pedestrian Access Area in a neat, clean, and safe condition. The Company will indemnify and hold harmless the Commission and the City from and against all claims, liabilities, damages, or losses arising out of the Company's or the Company's tenants' use of the Pedestrian Access Area.

2. **Term; Termination.** The term of the License will commence upon the Effective Date. The Commission may revoke and terminate the License (a) immediately, in the event the company fails to satisfy any of its obligations under the Purchase Agreement, (b) immediately, in

the event the Company or the Company's permitted assignee (under Section 16 of this Parking Agreement) ceases to own a controlling interest in the Building, or (c) after the time stated in Section 9 below, in the event the Company fails to cure a default under this Parking Agreement.

3. Parking Spaces; Modification. (a) The Parties mutually acknowledge that, as of the Effective Date of this Parking Agreement, the Parking Lot contains one hundred forty-seven (147) parking spaces. On the Effective Date of this Parking Agreement, the Company's License includes a right to use one hundred forty-seven (147) parking spaces in the Parking Lot, subject to reduction from time to time under the terms of this Section 3 (the "Company's Allotment"). Upon advance written notice, in the event the Commission determines in its sole and absolute discretion that the Parking Lot (or any portion thereof) is required for any development project or purpose involving the Commission or the City (the "Development Event"), the Commission may reduce the Company's Allotment of parking spaces to any number not less than sixty (60) parking spaces. Within thirty (30) days after receiving the Commission's notice of a Development Event reducing the Company's Allotment, the Company will provide written notice to the Commission stating whether the Company's Allotment, after reduction, is sufficient to accommodate its and its tenants' occupancy of the Building (the "Company's Notice"). If, after reduction, the Company's Allotment is insufficient to accommodate its and its tenants' occupancy of the Building, the Company's Notice will provide reasonable evidence, including without limitation evidence of leases or commitments for space in the Building, of the Company's need to obtain alternative parking accommodations and will state the number of spaces reasonably required (the "Alternative Spaces"). In defining the Company's reasonable need for the Alternative Spaces, the Company's Notice will acknowledge and account for all parking spaces located on the Building Parcel, which number at least nine (9) as of the Effective Date of this Parking Agreement. Upon receipt of the Company's Notice and satisfactory supporting evidence proving the need for the requested number of Alternative Spaces, the Commission will negotiate in good faith with the Company to provide to the Company access to the requested number of Alternative Spaces on one or more locations within a one-block radius of the Building (each an "Alternative Location"). The Parties' agreement for the Alternative Spaces will be reduced to a written amendment to this Parking Agreement or a separate, written agreement on terms mutually acceptable to the parties and substantially similar to the terms of this Parking Agreement. Following the Commission's notice of a Development Event and at all times thereafter, the maximum number of parking spaces the Company will be permitted to use under this Parking Agreement (the "Space Maximum"), whether such parking spaces are located at the Parking Lot or at an Alternative Location, will be the sum of (i) the number of spaces in the Company's Allotment, after reduction due to the Development Event, and (ii) the number of Alternative Spaces, if any, determined by the Commission following receipt of the Company's Notice and satisfactory supporting evidence, provided, however, that such Space Maximum will not exceed one hundred twenty (120) at any time following the Development Event.

(b) In the event the Commission offers the Company access to an Alternative Location lacking an existing parking surface, the Commission, at its sole cost, will improve the Alternative Location adequately to supply the number of Alternative Spaces determined by the Commission following receipt of the Company's Notice and satisfactory supporting evidence.

(c) In the event the Commission is required to provide the Company Alternative Spaces upon a Development Event under this Section 3, the Commission will give the Company access to the Alternative Spaces before the reduction of the Company's Allotment is effective.

(d) Notwithstanding anything in this Parking Agreement to the contrary, in the event the Company proposes to purchase the Parking Lot (or a portion of it) for purposes of constructing a new development thereon, such proposal will not be considered a Development Event (as defined above), and in the event such purchase is consummated, the Company will not be entitled to any Alternative Spaces under this Parking Agreement.

4. Acceptance of Parking Lot As-Is. The Company agrees to accept the Parking Lot "as-is, where-is" and without any representations or warranties by the Commission concerning its condition or fitness for any particular use or purpose. The Commission makes no such representation or warranty as to the Parking Lot's condition or fitness, and nothing in this Parking Agreement will be construed to constitute such a representation or warranty.

5. Maintenance. At all times during the term of the License, the Company will be solely responsible for maintaining the Parking Lot, all improvements on the Parking Lot, and all tree lawns and sidewalks on or abutting the Parking Lot in good condition and repair suitable for its use as a surface parking lot, including, without limitation, all expenses of surface maintenance, mowing, snow and ice removal, repairs, striping, parking barriers, and all other costs incidental to the use of the Parking Lot, tree lawns, and sidewalks.

6. Alterations. The Company will make no alterations, additions, or improvements ("Alterations") to the Parking Lot without obtaining the Commission's prior written consent to the same. To seek such consent, the Company must submit to the Director of Redevelopment Engineering (the "DRE") detailed plans and specifications, prepared by a licensed contractor, setting forth all of the Company's proposed Alterations. Following the Commission's approval (which may be rendered by the DRE on behalf of the Commission) of such plans and specifications, the Company will, at the Company's sole expense, carry out the Alterations in strict adherence to the plans and specifications submitted to and approved by the Commission or the DRE and will defend and indemnify the Commission against any liability arising out of any claim or lien against the Parking Lot in connection with such work. Any Alterations to the Parking Lot made by the Company will become the property of the Commission, without reimbursement or compensation of any kind to the Company for the value of such Alterations. At the termination of this Parking Agreement, the Commission may require the Company to remove, at the Company's sole expense, any Alterations the Company made to the Parking Lot, and the Company will defend and indemnify the Commission against any liability arising out of any claim or lien against the Parking Lot in connection with such removal.

7. Damage. To the extent that any portion of the Parking Lot is disturbed or damaged in connection with the Company's use of the Parking Lot, the Company, at the Company's sole expense, shall restore the Parking Lot to the condition that existed immediately prior to such disturbance or damage to the satisfaction of the DRE.

8. Storage; Hazardous Materials. At all times during the term of the License, the Company will keep the Parking Lot in neat and clean order. The Company agrees that it will not

store any supplies, materials, goods, or personal property of any kind on the Parking Lot. Without limiting the foregoing, the Company shall not, without the prior written consent of the Commission, cause or permit, knowingly or unknowingly, any hazardous material to be brought or remain upon, kept, used, discharged, leaked, or emitted at the Parking Lot.

9. Default. If the Company fails to cure any failure in or default of any of its obligations or covenants under this Parking Agreement within ten (10) days after receiving from the Commission written notice of the same, the Commission may (a) terminate this Parking Agreement and prohibit the Company's access to the Parking Lot and/or (b) initiate any legal action or proceeding it deems appropriate to enforce the terms of this Parking Agreement and/or (c) pursue any other remedy available at law or in equity. All of the Commission's remedies will be cumulative.

10. Commission's Use. The Commission reserves the right to use the Parking Lot during the term of this Parking Agreement for any purpose that does not substantially interfere with or obstruct the Company's permitted use of the Parking Lot in accordance with the terms of this Parking Agreement, including, without limitation, (a) evening and weekend parking for events held in or around the facility known as Four Winds Field at Coveleski Stadium, and (b) parking for City employees during weekday business hours as agreed in advance by the Company and the Commission (or its designee).

11. Compliance. The Company agrees that it will, at its own expense, observe and comply with all applicable statutes, laws, ordinances, requirements, orders, rules, and regulations of all governmental authorities in relation to its use of the Parking Lot.

12. Security. The Company agrees that the Commission will not be liable for any loss, damage, destruction, or theft of the Company's (or the Company's employees') property or any bodily harm or injury that may arise from the Company's use of or access to the Parking Lot. The Company agrees that it will at all times be solely responsible for the safety and security of any property, including vehicles and their contents, the Company keeps or permits to be kept on the Parking Lot.

13. Indemnification. The Company agrees and undertakes to indemnify and hold the City and the Commission, and their respective agents, employees, successors, and assigns, harmless from any liability, loss, costs, damages or expenses, including attorneys' fees, which the City or the Commission may suffer or incur as a result of any claims or actions which may be brought by any person or entity arising out of the Company's use of the Parking Lot, except to the extent caused by the grossly negligent or willful acts or omissions of the City or the Commission. If any action is brought against the City or the Commission, or their respective agents, employees, successors, or assigns, in connection with the Company's use of the Parking Lot, the Company agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein.

14. Insurance. The Company, at the Company's sole expense, shall maintain during the term of the License a policy of commercial general liability insurance, or such other policy or policies of insurance against any and all claims for bodily injury, death, or property damage, arising out of the Company's use of the Parking Lot in an amount not less than Five Million Dollars

(\$5,000,000.00) per occurrence. The Company agrees to include the Commission and the City as additional insureds on any such policy and produce to the Commission a copy of each such policy evidencing the same. To the extent that the Commission or the City is harmed as a result of the Company's use of the Parking Lot, the Company hereby grants the Commission first priority on any proceeds received from the Company's insurance. Notwithstanding anything in this Parking Agreement to the contrary, neither the Commission nor the City waive any governmental immunity or liability limitations available to them under Indiana law.

15. Real Estate Taxes. The Company will be responsible for the payment of all real property taxes and assessments, of any nature whatsoever (the "Taxes") levied against any portion(s) of the Parking Lot for all periods during which said portion(s) are included in the Company's License. The Company will be responsible for the payment of all Taxes levied against any Alternative Location(s) for all periods during which said Alternative Location(s) are included in the Company's License. The Commission will have no liability for any Taxes associated with the Parking Lot, whether accruing during the term of the License or after the term of the License, and nothing in this Parking Agreement will be construed to require the proration or other apportionment of Taxes resulting in the Commission's liability therefor.

16. Assignment. The Company may not assign this Parking Agreement or the License granted herein to any other person or party without the Commission's prior written consent. Any attempt by the Company to assign or otherwise convey any interest in this Parking Agreement will be void and of no force or effect unless the Company first obtains the Commission's written consent. Notwithstanding the foregoing, the Commission will not unreasonably withhold its consent to a proposed assignment of this Parking Agreement by the Company to a third party (the "Proposed Assignee") if (i) the Proposed Assignee has purchased or is contractually obligated to purchase the Building, (ii) the Proposed Assignee's anticipated use of the Building will not materially increase the intensity of parking needs of the Building's users, and (iii) the Proposed Assignee demonstrates, to the Commission's reasonable satisfaction, that it is of sound financial condition and is capable of responsibly owning and managing the Building. In the event the Company wishes to obtain the Commission's consent regarding a proposed assignment of this Parking Agreement, the Company will provide any and all information reasonably demanded by the Commission in connection with the proposed assignment and/or the Proposed Assignee.

17. Title; No Lease or Easement. The Commission covenants that it is the sole owner in fee simple of the Parking Lot and has the lawful right to permit the Company to use it under this Parking Agreement. The Commission and the Company mutually agree and acknowledge that this Parking Agreement does not constitute a lease of or easement over the Parking Lot or any Alternative Spaces provided by the Commission in accordance with the terms of Section 3 above. This Parking Agreement grants the Company no interest of any kind in the Parking Lot except the License granted above and revocable in accordance with the terms of this Parking Agreement.

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

19. Entire Agreement. This Parking Agreement embodies the entire agreement between the Commission and the Company and supersedes all prior discussions, understandings, or agreements, whether written or oral, between the Commission (or any representative of the Commission) and the Company concerning the Company's use of the Parking Lot.

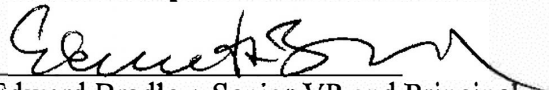
20. Authority; Counterparts; Signatures. Each undersigned person signing on behalf of his/her respective Party certifies that he/she is duly authorized to bind his/her respective Party to the terms of this Parking Agreement. This Parking Agreement may be separately executed in counterparts by the Commission and the Company, and the same, when taken together, will be regarded as one original agreement. Electronically transmitted signatures will be regarded as original signatures.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have each executed this Temporary Parking Lot Access Agreement to be effective as of the Effective Date stated above.

COMPANY:

Cressy & Everett Commercial Corporation,
doing business as Newmark Grubb Cressy & Everett,
an Indiana corporation


Edward Bradley, Senior VP and Principal
Dated: 11-15-14

COMMISSION:

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

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

4000.0000091 43253016.002

Exhibit 1 to Temporary Parking Lot Access Agreement

Description of Parking Lot

Lot B as shown on the recorded plat of Vail's Subdivision (First Replat) recorded on October 4, 2013, as Document No. 1330638 in the Office of the Recorder of St. Joseph County.

Parcel Key No. 018-3012-044002

**LICENSE AGREEMENT
FOR TEMPORARY USE OF REDEVELOPMENT COMMISSION PROPERTY**

This License Agreement (this “Agreement”) is made on November 20, 2017 (the “Effective Date”), by and between the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment (the “Commission”), and Lake Fenton Community Schools, with offices at 11425 Torrey Road, Fenton, Michigan 48430-9703 (the “Company”) (each a “Party,” and collectively, the “Parties”).

RECITALS

WHEREAS, the Commission owns certain real property and improvements located within the River West Development Area of the City of South Bend, Indiana (the “City”), as more particularly described in **Exhibit A** attached hereto (the “Property”); and

WHEREAS, Southhold, LLC (“Southhold”) retains or will acquire certain rights of access to the Property, including rights pursuant to the Temporary Access Agreement between Southhold and the Commission dated July 16, 2015, and any subsequent agreement between Southhold and the Commission; and

WHEREAS, the Company desires temporary access to the Property for the purpose of conducting an outdoor musical performance on the Property (the “Activity”), as described in the proposal attached hereto as **Exhibit B** (the “Activity Proposal”); and

WHEREAS, the Commission is willing to permit the Company to gain access to and temporarily use the Property for the Activity, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Commission grants to the Company, its agents, employees, and invitees, a temporary, non-exclusive license to enter and use the Property for the purpose of conducting the Activity, provided that the Company’s use of the Property is reasonable at all times and comports with the terms of the Activity Proposal, the terms of this Agreement, and all applicable laws. The Company understands that the Property is comprised of the area commonly known as the Gridiron alone, and this Agreement does not permit the Company to use the alleys, parking lots, or sidewalks adjacent to the Property.

2. The Company’s license to use the Property for the Activity shall be effective for the times stated in the Activity Proposal, provided, however, that the Commission or the Commission’s authorized representative may revoke and terminate the license at any time for any reason, as determined in its, his, or her sole discretion. The Company agrees that it will not store any supplies, materials, goods, or personal property of any kind on the Property or otherwise use the Property for any purposes except during the time of the license stated in the foregoing sentence. Immediately upon the completion of the Activity, the Company will remove from the Property all

supplies, materials, goods, and personal property (including trash) used in connection with the Activity. At all times during the period of the Activity, the Company will keep the Property in good order and condition.

3. The Company understands and agrees that the Commission shall not be liable for any loss, damage, destruction, or theft of the Company's property or any bodily harm or injury that may result from the Company's use of the Property. The Company understands and agrees that it will at all times be solely responsible for the safety and security of all persons on the Property and any property the Company uses or stores on the Property in connection with the Activity.

4. The Company shall not, without the prior written consent of the Commission, cause or permit, knowingly or unknowingly, any hazardous material to be brought or remain upon, kept, used, discharged, leaked, or emitted at the Property.

5. The Company understands and agrees that it will secure in its own name and at its own expense all necessary permits and authorizations needed in order to conduct the Activity.

6. The Company understands and agrees that it will, at its own expense, observe and comply with all applicable statutes, laws, ordinances, requirements, orders, rules, and regulations of all governmental authorities in relation to the Activity conducted on the Property.

7. The Commission reserves the right to use the Property during the term of this Agreement for any purpose that does not substantially interfere with or obstruct the Company's permitted use of the Property in accordance with the Activity Proposal and the other terms of this Agreement.

8. To the extent that any portion of the Property is disturbed or damaged in connection with the Company's use of the Property, the Company, at the Company's sole expense, shall restore the Property to the condition that existed immediately prior to such disturbance or damage to the satisfaction of the Commission.

9. The Company agrees and undertakes to indemnify and hold the City and the Commission, and their respective agents, employees, successors, assigns, and licensees harmless from any liability, loss, costs, damages or expenses, including attorneys' fees, which the City or the Commission may suffer or incur as a result of any claims or actions which may be brought by any person or entity arising out of the approval granted herein by the Commission or the Company's use of the Property. If any action is brought against the City or the Commission, or their respective agents, employees, successors, or assigns, in connection with the Activity, the Company agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein.

10. The Company, at the Company's sole expense, shall maintain during the term of this Agreement commercial general liability insurance covering the Company and the Activity in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence. The Company agrees to include the Commission and the City as additional insureds on any such policy and produce to the Commission a certificate of insurance evidencing the same. To the extent that the

Commission or the City is harmed as a result of the Company's use of the Property, the Company hereby grants the Commission first priority on any proceeds received from the Company's insurance. Notwithstanding anything in this Agreement to the contrary, neither the Commission nor the City waive any governmental immunity or liability limitations available to them under Indiana law.

11. Each undersigned person signing on behalf of his/her respective Party certifies that he/she is duly authorized to bind his/her respective Party to the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have each executed this Agreement to be effective as of the Effective Date stated above.

**SOUTH BEND REDEVELOPMENT
COMMISSION**

Marcia I. Jones, President
South Bend Redevelopment Commission

ATTEST:

Donald E. Inks, Secretary
South Bend Redevelopment Commission

LAKE FENTON COMMUNITY SCHOOLS

By: *Julie Williams*
Printed: Julie A Williams
Its: Superintendent

CONSENT OF SOUTHHOLD, LLC

Southhold, LLC hereby consents to the foregoing License Agreement between the South Bend Redevelopment Commission and Downtown South Bend, Inc.

**SOUTHHOLD, LLC,
an Indiana limited liability company**

By: _____
Printed: _____
Its: _____
Date: _____

EXHIBIT A

Description of Property

The portion of the following property commonly known as the Gridiron:

Lot 1 of the recorded plat of Hall of Fame Second Minor Subdivision, recorded on July 22, 2015, as Document No. 1518735, in the Office of the Recorder of St. Joseph County, Indiana. [Parcel Key No. 018-3091-347405]

EXHIBIT B

Activity Proposal

The Lake Fenton Blue Devils are a 150-member high school band that will use the Gridiron to perform a free public concert on the evening of Sunday, April 22, 2018. Set-up will begin at 4:00 p.m. The concert will conclude by 8:30 p.m. Clean-up will be completed by 10:00 p.m.

CERTIFICATE OF INSURANCE

Producer SET SEG 415 W. Kalamazoo Street Lansing, MI 48933	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
COMPANIES AFFORDING COVERAGE	

Insured Lake Fenton Community Schools 11425 Torrey road Fenton, MI 48430-9703	A MASB-SEG Property/Casualty Pool, Inc.
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Premises/Operations <input checked="" type="checkbox"/> Incidental Medical Malpractice Coverage <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Personal Injury	PC-0000542-26	9/1/17	9/1/18	BI & PD COMBINED OCCURRENCE BI & PD COMBINED AGGREGATE PERSONAL INJURY OCCURRENCE PERSONAL INJURY AGGREGATE	\$1,000,000 N/A \$1,000,000 N/A
A	EXCESS LIABILITY <input checked="" type="checkbox"/> Umbrella Form	PC-0000542-26	9/1/17	9/1/18	EACH OCCURRENCE	\$4,000,000

DESCRIPTION City of South Bend & Redevelopment Commission is hereby added as additional insured for liability but only as respects to the activities performed by or on behalf of the named Insured as it represents the District's band performance on April 22, 2018.

CERTIFICATE HOLDER City of South Bend & Redevelopment Commission 227 W. Jefferson Blvd South Bend, MI 46601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
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AUTHORIZED REPRESENTATIVE  Karen Carr PROPERTY/CASUALTY DEPARTMENT	Date November 6, 2017
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