

**LICENSE AGREEMENT
FOR TEMPORARY USE OF PRIVATE PROPERTY**

This License Agreement (this “Agreement”) is made on May 9, 2019 (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 113-117 North Main Street Land Trust (the “Owner”) (each a “Party,” and collectively, the “Parties”).

RECITALS

WHEREAS, the Owner holds title to certain real property and improvements located within the City of South Bend, Indiana (the “City”), located at 113 N Main Street, and more particularly described in **Exhibit A** and depicted on **Exhibit A-1**, attached hereto (the “Property”); and

WHEREAS, the Commission is engaged in a project wherein its contractor will be painting the edifice of a building (the “Project”) commonly known as Liberty Tower, located at 213 W Washington Street within the City, which adjoins the Property (“Liberty Tower”); and

WHEREAS, certain aspects of the Project will require the temporary use of the parking areas located on the Property; and

WHEREAS, the Commission desires temporary access to the Property for the sole purpose of erecting scaffolding, storing equipment, and otherwise performing repairs to Liberty Tower (the “Activity”); and

WHEREAS, the Owner is willing to permit the Commission 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 Owner grants to the Commission, its agents, contractors, employees, and invitees, a temporary, non-exclusive license to enter and use the Property for the sole purpose of conducting the Activity, provided that the Commission’s use of the Property is reasonable at all times and comports with the terms of this Agreement and all applicable laws. The Commission understands that its access to the Property is limited to the areas required to complete the Activity, specifically depicted on Exhibit A-1, and agrees that this Agreement does not allow it to access any structures on the Property.

2. In consideration for the above license, the Commission agrees to provide or cause to be provided the following to Owner:

a. Six Thousand Dollars (\$6,000.00), paid in advance, for three (3) calendar weeks of use, commencing on a date to be provided to Owner in writing at least ten (10) days prior to the start of the Activity ("Activity Period"). For any days the Activity continues on the Property beyond Activity Period, the Commission shall pay Owner Three Hundred Dollars (\$300.00) per day for its continued use of the Property. If Commission expects the Activity Period to be extended, it shall provide Owner with at least three (3) days prior written notice and an estimated number of days of the extension.

b. Five (5) parking passes for Owner's tenants' use of the Liberty Tower parking garage.

c. The installation of a steel plate or other material over an open pit near the south wall of Liberty Tower to safeguard pedestrians and prevent trash accumulation.

d. A Certificate of Insurance from Commission's contractor naming Owner as an additional insured during the term of the Activity.

3. The Commission's license to use the Property for the Activity shall be effective as set forth in this Agreement, and the Commission agrees that it will not use the Property for any purposes except in the furtherance of the Activity. Immediately upon the completion of the Activity, the Commission will remove or cause to be removed from the Property all supplies, materials, goods, and personal property (including trash) used by it or its agents, employees, contractors, or invitees in connection with the Activity. At all times during the period of the Activity and the Project, the Commission will use or cause to be used commercially reasonable efforts to keep the Property in good order and condition.

3. The Commission understands and agrees that the Owner shall not be liable for any loss, damage, destruction, or theft of the Commission's property or the property of the Commission's agents, contractors, employees, or invitees, or any bodily harm or injury that may result from the Commission's use of the Property. The Commission understands and agrees that it will be solely responsible for the safety and security of all persons on the Property and any personal property the Commission or its agents, contractors, employees, or invitees use in connection with the Activity while on the Property.

4. The Commission understands and agrees that it will secure in its own name (or the name of the City) and at its own expense all necessary permits and authorizations needed in order to conduct the Activity.

5. The Commission understands and agrees that it will, at its own expense, observe and comply with, or cause to be observed and complied with, all applicable statutes, laws, ordinances, requirements, orders, rules, and regulations of all governmental authorities in relation to the Activity.

6. The Owner 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 Commission's permitted use of the Property with regard to the Activity and the other terms of this Agreement.

7. To the extent that any portion of the Property is disturbed or damaged in connection with the Commission's use of the Property, the Commission, at its sole expense, shall restore or cause to be restored the Property substantially to the condition that existed immediately prior to such disturbance or damage to the reasonable satisfaction of the Owner.

8. The Commission agrees and undertakes to indemnify and hold the Owner and its agents, employees, successors, assigns, and licensees harmless from any liability, loss, costs, damages or expenses, including attorneys' fees, which the Owner 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 Commission's use of the Property. If any action is brought against the Owner, or its agents, employees, successors, or assigns, in connection with the Activity, the Commission agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein. Notwithstanding the foregoing or anything herein to the contrary, neither the Commission nor the City waive any governmental immunity or liability limitations available to them under Indiana law.

9. 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**

By: _____
Marcia I. Jones, President

ATTEST:

Quentin Phillips, Secretary

113-117 NORTH MAIN STREET LAND TRUST

By: Pinnacle Property Management, Inc., Trustee

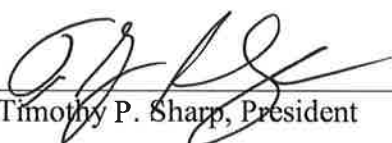
By:  _____
Timothy P. Sharp, President

EXHIBIT A

Description of Property

The following real property commonly known as 113 North Main Street, South Bend, Indiana, Parcel Key nos. 018-1008-0320 and 018-1008-032101:

A part of Lot 238, Original Plat of the City of South Bend, Indiana, south 22 feet on Main Street by 100 foot deep; and

A part of Lot 238 of the City of South Bend, Indiana, south 22 feet continuing from adjacent portion of Lot 238, Original Plat of the City of South Bend, Indiana, 65 feet.

EXHIBIT A-1

Map (attached)

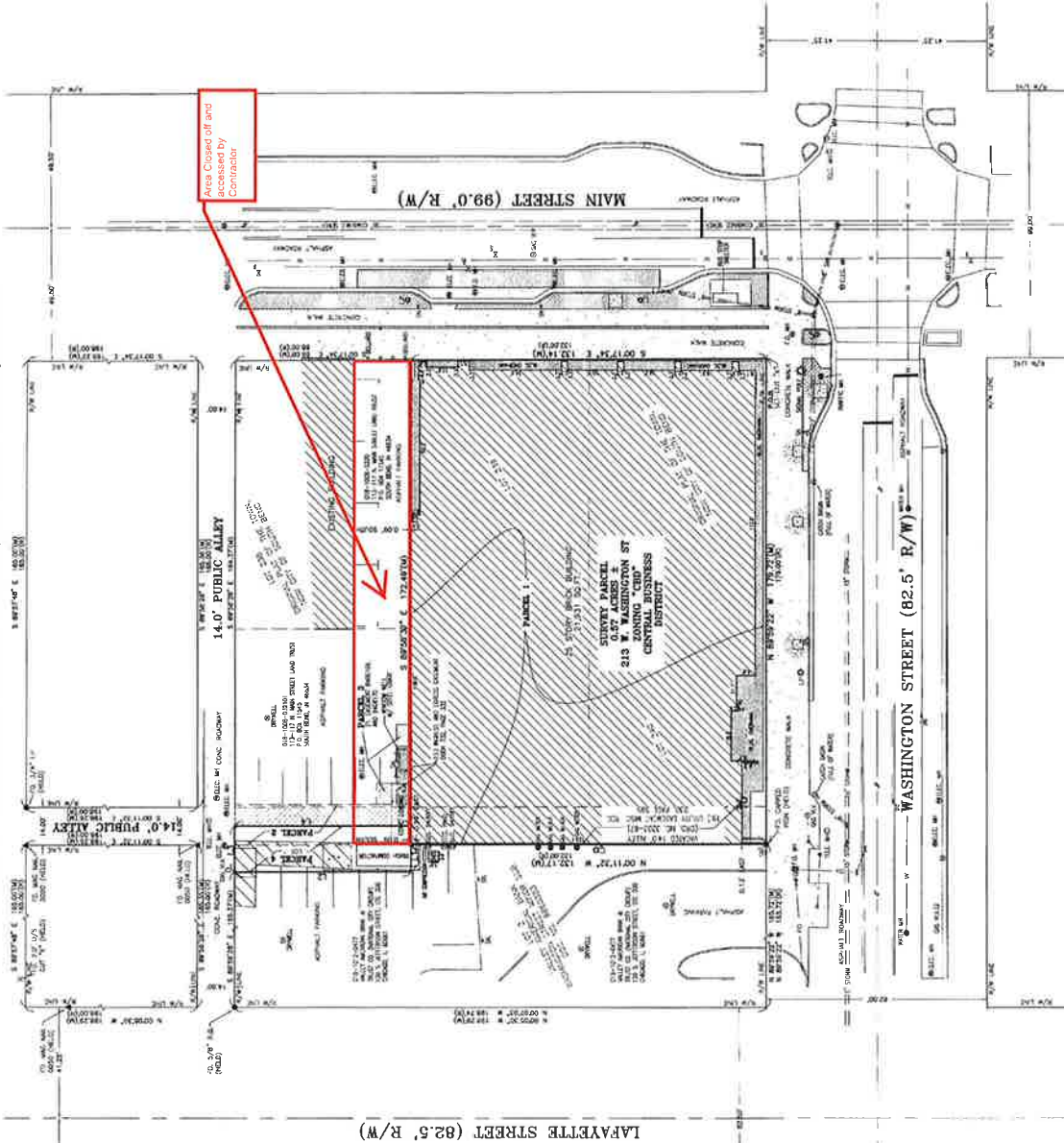
Area of use is depicted in red.

SURVEY PREPARED FOR: KARDAS + MARINI'S LP
 SURVEY DATED: 6/8/18
 FILE #: 180174

ALTA/NSPS LAND TITLE SURVEY
 PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 2 EAST,
 CITY OF SOUTH BEND, PORTAGE TOWNSHIP, ST. JOSEPH COUNTY, INDIANA.



1	1	1	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1	1	1



LAFAYETTE STREET (82.5' R/W)

WASHINGTON STREET (82.5' R/W)

MAIN STREET (99.0' R/W)

14.0' PUBLIC ALLEY

14.0' PUBLIC ALLEY

14.0' PUBLIC ALLEY

14.0' PUBLIC ALLEY



SCALE 1" = 20'

EXISTING UTILITIES
 ALL UTILITIES SHOWN ON THIS SURVEY ARE BASED ON FIELD SURVEY AND RECORD DRAWINGS. THE LOCATION, DEPTH AND CHARACTER OF UTILITIES SHOWN ON THIS SURVEY IS NOT GUARANTEED BY THE SURVEYOR.

SURVEY NOTES
 1. ALL UTILITIES LOCATED AT TIME OF SURVEY.
 2. NO CHANGES MADE AT TIME OF SURVEY.

CONTRACTOR'S RESPONSIBILITY
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SOUTH BEND AND THE STATE OF INDIANA.

EXISTING LEGEND

●	MANHOLE	○	POLE	○	TRANSFORMER
○	WATER METER	○	POLE	○	TRANSFORMER
○	WATER METER	○	POLE	○	TRANSFORMER
○	WATER METER	○	POLE	○	TRANSFORMER
○	WATER METER	○	POLE	○	TRANSFORMER

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	6/8/18	SMV	ISSUED FOR PERMITS

SUBCONTRACTORS & ENGINEERS
 DANA HANER & ASSOCIATES, INC.
 213 W. WASHINGTON ST.
 CENTRAL BUSINESS DISTRICT
 SOUTH BEND, IN 46701

DHA
 Daniel Haner & Associates, Inc.
 213 W. Washington St., South Bend, IN 46701

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