

SECOND AMENDMENT TO THE COMMUNITY TREE NURSERY COLLABORATION AGREEMENT

THIS SECOND AMENDMENT TO THE COMMUNITY TREE NURSERY COLLABORATION AGREEMENT (this "Amendment") is made effective this ____ day of _____ 20__ by and between the City of South Bend, Indiana Venues, Parks, and Arts Department ("VPA"), acting through its Board of Park Commissioners ("Parks Board"), the Bowman Creek Educational Ecosystem, an unincorporated community group ("Bowman Creek") and the City of South Bend, acting by and through its Board of Public Works ("Public Works"), sometimes referred to herein individually as a ("Party") and collectively, the ("Parties").

RECITALS

WHEREAS, the Parties executed a certain Community Tree Nursery Collaboration Agreement dated April 11th, 2017; and

WHEREAS, the Parties executed the First Amendment to the Community Tree Nursery Collaboration Agreement ("First Amendment") dated July 24, 2018; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereby agree as follows:

TERMS

1. **WHEREAS**. The Parties under the Agreement established a distributed urban native tree nurseries pilot program as positive repurposing of specifically listed vacant lots owned by the City. Additional parcels were added to the pilot program under the First Amendment. The Parties now desire to add additional parcels to the program and affirm ownership of the trees. For ease of administration, a schedule of the program properties is hereby incorporated by reference and attachment to the Agreement (Exhibit A).
2. Amendment of VPA Duties. The Parties hereby amend and restate Section 2 of the Agreement in its entirety to read as follows:

"VPA agrees to plant and provide ongoing maintenance and care to the distributed urban native tree nurseries described herein. VPA shall assume all expenses related to such ongoing maintenance, including any fees as set forth in Section 17-79 et al. City's Ordinance related to water fees. VPA owns all the trees planted in the native tree nurseries; and has the right to transplant any mature trees to other City locations, in its sole discretion."

3. Amendment of Term. The Parties hereby amend and restate Section 4 of the Agreement in its entirety to read as follows:
 - a. Properties listed under Schedule I of Exhibit A, coverage under this Agreement will terminate on April 11, 2022. The Parties by mutual written agreement may extend the term of coverage for three (3) additional five (5)-year periods.

- b. Properties listed under Schedule II of Exhibit A, coverage under this Agreement will terminate on July 24, 2023. The Parties by mutual written agreement may extend the term of coverage for three (3) additional five (5) year periods.
- c. For properties listed under Schedule III of Exhibit A, coverage under this Agreement will terminate on August __, 2024. The Parties by mutual written agreement may extend the term of coverage for three (3) additional five (5) year periods.

4. New Section 11., “**Counterparts**” is added to this Agreement and reads as follows:

“Section 11. Counterparts of This Second Amendment to the Community Tree Nursery Collaboration Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. Except for the provisions herein contained, said Agreement dated April 11, 2017, including any and all Amendments, shall remain in full force and effect as previously made.

****SIGNATURE PAGE FOLLOWS****

IN WITNESS WHEREOF, the patties hereto, through their duly authorized representatives, have caused this Second Amendment to the Community Tree Nursery Collaboration Agreement to be executed as of the day and year first written above. The patties have read and understand the foregoing terms of this Second Amendment and do, by their respective signatures hereby agree to its terms.

BOWMAN CREEK EDUCATIONAL ECOSYSTEM

Signature

Printed Name

Title

CITY OF SOUTH BEND BOARD OF PUBLIC WORKS

Gary A. Gilot, President

Genevieve E. Miller, Member

Elizabeth A. Maradik, Member

Therese J. Dorau, Member

Laura L. O'Sullivan, Member

Attest: _____
Linda M. Martin, Clerk

CITY OF SOUTH BEND BOARD OF PARK COMMISSIONERS

Mark Neal, President

Consuelia Hopkins, Vice President

Aimee Buccellato, Member

Dan Farrell, Member

Attest: _____
Eva Ennis, Clerk

**EXHIBIT A.
SCHEDULE OF PARCELS**

Schedule I

(Coverage under this Agreement Terminates on April 11, 2022)

Address	Parcel No.	Legal Desc.
625 East Dayton St.	018-7029-1141	LOT 93 HENRY STUDEBAKERS 2ND
1414 High St.	018-7010-0415	LOT 101 WENGER & KRIEGHBAUM 2ND ADD
Vacant lot east of 1414 High St.	018-7012-0473	LOT 100 WENGER & KRIEGHBAUM 2ND ADD

Schedule II

(Coverage under this Agreement Terminates on July 24, 2023)

Address	Parcel No.	Legal Desc.
529 N. Allen St.	018-1035-1524	LOT 25 J N LEDERERS ADD
525 N. Allen St.	018-1035-1523	LOT 24 J N LEDERERS ADD
521 N. Allen St.	018-1035-1522	LOT 23 LEDERERS SUB OF OUTLOT A

Schedule III

(Coverage under this Agreement Terminates on August __, 2024)

Address	Parcel No.	Legal Desc.
435 N. Allen St.	018-1032-1400	LOTS 29 & 30 34.8 FT N END BIRNER PLACE ADD
431 N. Allen St.	018-1032-1401	LOTS 29 & 30 34.8 FT MID PT BIRNER PLACE ADD
429 N. Allen St.	018-1032-1402	LOTS 29 & 30 34.8 FT SLY END BIRNER PLACE ADD
442 S. Brookfield St.	018-4013-0449	LOT 123 SUMMIT PL 2ND ADD
516 N. Allen St.	018-1035-1534	LOT 16 J N LEDERERS ADD
520 N. Allen St.	018-1035-1533	LOT 15 J N LEDERERS ADD
606 N. Blaine Ave.	018-1035-1513	LOT 29 W 1/2 J N LEDERERS ADDITION
608 N. Blaine Ave.	018-1035-1514	LOT 29 E 1/2 J N LEDERER
1110 W. Harvey St.	018-1032-1399	LOT 28 BIRNER PL ADD
1117 W. Harvey St.	018-1032-1387	LOT 15 BIRNER PLACE
1121 W. Harvey St.	018-1032-1386	LOT 16 BIRNER PL ADD