

Shared Parking Lot Use Agreement Between the City of South Bend and River City Real Estate, LLC

This Shared Parking Lot Use Agreement (the "Agreement") is made effective as of September 22, 2025 ("Effective Date") by and between River City Real Estate, LLC ("Lessor"), 300 S. St. Louis Blvd. South Bend, Indiana 46617 and the City of South Bend Indiana, acting by and through its Board Of Parks Commissioners ("Lessee") (Each a "Party" and together the "Parties"), for the lease shared use of the parking lot area of Lessor (hereinafter, the "Parking Premises").

1. **TERM, TERMINATION AND RENEWAL.** The term of this Agreement shall commence as of the Effective Date and continue for an initial lease term of five (5) years each year ending on October 31st ("Initial Term"). This Agreement may be renewed at the same yearly rent for two (2) terms of five (5) years each upon written consent of each Party hereto ("Renewal Term"). Except for an uncured material breach of this Agreement, neither Party may terminate this Agreement during the Initial Term. At any point during the Renewal Term, either Party may terminate this Agreement by providing ninety (90) days prior written notice to the other Party. Any payment under Section 3 of this Agreement will be prorated accordingly if this Agreement is terminated.
2. **OWNERSHIP.** Lessor has clear title to the parking lot immediately adjacent to the building located at 300 S. St. Louis Boulevard, South Bend, IN 46617, which has approximately 124 parking spaces and is in compliance with the American With Disabilities Act (the "Parking Premises"), more practically described as:
 - a. Lot _____(full and complete legal description should be listed here) and attached as Exhibit "A".
3. **RENT.** Lessee shall pay Lessor a yearly rent payment in the amount of Five Thousand Dollars (\$5,000.00), payable by November 1st of each year of this Agreement. The annual rent shall be paid in a lump sum basis.
4. **USES.** The Parking Premises shall be used for:
 - a. Special Event and Overflow parking, including but not limited to, parking by special event attendees and volunteers.
 - b. Special Event parking for Venues Parks & Arts (VPA) employees.

Lessee agrees not to erect, place or permit the erection or placement of temporary structures on the Parking Premises' lot surface. Lessor agrees not to install or erect any permanent or temporary structure on or throughout the Parking Premises which shall negatively impact Lessee's use of the Parking Premises.

5. **SHARED USE PARKING AND SCHEDULING.** Lessee shall use its best efforts to limit use of the Parking Premises to City sponsored events, however, the Parties understand that Lessee does not have domain over the parking choices of its visitors or invitees. Lessee shall provide this Lessor in advance of large events in which the Lessee expects the Parking Premises to be used. Lessee encourages Lessor to use signage in order to establish weight restrictions within the Parking Premises. Lessee encourages Lessor to use signage in order to establish weight restrictions within the Parking Premises.
6. **SUPERVISION &ENFORCEMENT.** Except for scheduled Lessee events, the Lessor shall be responsible for supervision and enforcement of the parking or other uses of the Parking Premises.
7. **SECURITY.** Except for Lessee events, the Lessor shall be responsible for security of the Parking Premises consistent with the level of security provided at other Lessor locations.
8. **MAINTENANCE.** Lessor shall be responsible for the snow removal and for the ongoing and annual maintenance of the Parking Premises and the ongoing maintenance of lighting associated utility costs. With the exception of scheduled Lessee events, the Lessor shall be responsible for trash removal from the Parking Premises.
9. **SNOW REMOVAL.** Lessor shall be responsible for snow removal from the Parking Premises.
10. **RESTITUTION AND REPAIR.** Wear and tear omitted, Lessee shall be responsible for any Parking Premises damage caused at or during permitted and scheduled Lessee events. Lessor shall be responsible for any Parking Premises damage caused at or during all other times.
11. **INSURANCE.** The Lessee maintains blanket insurance coverage over real and personal property and is covered by a non-reverting insurance premium and liability reserve fund created by the Lessee, pursuant to Indiana Code 34-13-3-4, as amended from time to time. The Lessee shall maintain insurance coverage throughout the term of this Agreement.

Lessor maintains a commercial general liability insurance policy with limits in the following amounts:

Each Occurrence Limit: \$2,000,000.00

General Aggregate Limit: \$4,000,000.00

Lessor shall maintain commercial general liability coverage throughout the term of this Agreement, and upon request, agrees to provide the Lessee with a Certificate of Insurance.

12. **INDEMNIFICATION.** Each Party agrees to defend, indemnify and hold harmless the other Party from and against any and all claims, losses, actions, damages, liability and expenses (including reasonable fees and expenses of legal counsel) arising out of the use of the Parking Premises.

13. **GOVERNING LAW.** This Agreement is governed by and construed according to the laws of the State of Indiana. Any action to enforce the terms of this Agreement or to construe the terms of this Agreement must be filed in the State Courts of St. Joseph County, Indiana. Due to the complexity, high cost and time involved in commercial litigation before a jury, the parties knowingly, voluntarily, and irrevocably waive any and all rights to trial by jury to enforce the terms of or to construe the terms of this Agreement.

14. **RECORDATION.** The Parties agree that this lease shall not be recorded, but rather a Memorandum of Lease shall be prepared by Lessee and shall be promptly executed, delivered, and recorded in the Office of the Recorder of St. Joseph County by Lessee, with a recorded copy provided to Lessor.

15. **NOTICES.** Any notice required or permitted to be given under the terms of this Agreement shall be deemed given when reduced to writing and placed in the United States Mail, with first class and certified mail, return receipt requested, postage fully prepaid, and addressed to the other Party at the address shown, as follows:

- a. River City Real Estate, LLC
Attn: _____
300 South St. Louis Blvd.
Suite 204
South Bend, IN 46617
- b. City of South Bend
Venues Parks & Arts Department
Attn: Executive Director
301 South St. Louis Blvd.
South Bend, IN 46617

16. **AUTHORITY.** The Parties warrant that each has approved the terms of this Agreement and the person signing on behalf of each Party is duly authorized to execute this Agreement.

17. **RELATIONSHIP.** Nothing contained herein shall be deemed or construed to create between the Parties any relationship other than that of landlord and tenant.

18. **SUCCESSORS AND ASSIGNS.** Except as otherwise expressly provided herein, this Agreement, and all of the terms and conditions hereof, shall inure to the benefit of, and be binding upon, the respective heirs, executors, administrators, successors, and assigns of Lessor and Lessee.

19. **ENTIRE AGREEMENT.** This Agreement and the exhibit(s) attached hereto sets forth all the covenants, provisions, agreements, conditions and understandings between the Parties concerning the matters contained herein and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between then other than as are herein set forth.

20. **INTERPRETATION AND SURVIVAL.** All section headings contained in this Agreement are for convenience and reference only, do not form a part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement. It is agreed that, without limiting any other provision, all obligations of the Parties to indemnify, hold harmless, and/or defend the other shall survive the termination or cancellation of this Agreement.

21. **SEVERABILITY.** The invalidity of any provision, clause, or phrase will not serve to render the balance of this Agreement ineffective or void.

22. **COUNTERPARTS AND EXECUTION.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All Parties to this Agreement acknowledge that they are relying upon the advice of counsel and enter into this Agreement pursuant to their own free will.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

(LESSOR)

River City Real Estate, LLC

Printed

Signature

Title/Date

(LESSEE)

City of South Bend, Indiana Board of Park Commissioners

Abstained

Mark Neal, President



Consuella Hopkins, Vice President



Sam Centellas, Board Member

Witness:



Anastasia Smith-Davis, Clerk

