

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: _____

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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]