

TEMPORARY LICENSE AGREEMENT

This Temporary License Agreement (this "Agreement") is made on January 31, 2018 (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 the St. Joseph County Public Library, an Indiana municipal corporation, of 304 S. Main Street, South Bend, Indiana 46601 (the "Library") (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, 333 Western Associates, LLC (the "Company") retains certain rights to enter and use the parking lot situated on the Property under the Temporary Parking Lot Access Agreement between the Commission and the Company dated January 12, 2018; and

WHEREAS, the Library desires temporary access to the Property to accommodate the short-term parking of its guests' passenger vehicles in connection with the Library's event known as Science Alive 2018, which will take place at the Library's facility at 304 S. Main Street in the City from 10:00 a.m. to 4:00 p.m. on February 3, 2018 (the "Event"); and

WHEREAS, the Commission is willing to permit the Library to gain access to and temporarily use the Property for parking related to the Event, 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 Library and its invitees a temporary, non-exclusive license to enter and use the parking lot situated on the Property (the "Parking Lot") for the parking of passenger vehicles of the Library's guests in connection with the Event, provided that the Library'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 Library's License shall be effective from 9:00 a.m. to 5:00 p.m. on February 3, 2018, 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 Library 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 not stated in Section 1 above. At all times, the Library will keep the Property in good order and condition.

3. The Library understands and agrees that the Commission shall not be liable for any loss, damage, destruction, or theft of property (including vehicles) or any bodily harm or injury that may result from the Library's use of the Property. The Library understands and agrees that

it will at all times be solely responsible for the safety and security of all persons and property on the Property.

4. The Library 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 Library understands and agrees that it will secure in its own name and at its own expense all necessary permits and authorizations, if any, needed in order to conduct the Event.

6. The Library 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 Event and the parking of vehicles in the Parking Lot.

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 Library's permitted use of the Property in accordance with the terms of this Agreement.

8. To the extent that any portion of the Property is disturbed or damaged in connection with the Library's use of the Property, the Library, at the Library'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 Library 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 License granted herein by the Commission or the Library'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 License or the Library's use of the Property, the Library agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein.

10. The Library, at the Library's sole expense, shall maintain during the term of this Agreement commercial general liability insurance covering the Library and the Event in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence. The Library agrees to include the Commission and the City as additional insureds on any such policy and produce to the Commission a certificate of insurance, or a copy of the policy or an appropriate endorsement thereto, evidencing the same. To the extent that the Commission or the City is harmed as a result of the Library's use of the Property, the Library hereby grants the Commission first priority on any proceeds received from the Library'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 Temporary License Agreement to be effective as of the Effective Date stated above.

**SOUTH BEND REDEVELOPMENT
COMMISSION**

By: 
David Relos
Authorized Representative (pursuant to Resolution No. 3423)


RATIFIED on February 8, 2018:

By: _____
Marcia I. Jones, President
South Bend Redevelopment Commission

ATTEST:

Donald E. Inks, Secretary
South Bend Redevelopment Commission

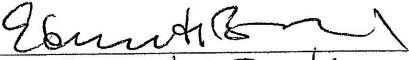
**ST. JOSEPH COUNTY PUBLIC LIBRARY,
an Indiana municipal corporation**

By: 
Printed: Debra Futa
Its: Director

CONSENT OF 333 WESTERN ASSOCIATES, LLC

333 Western Associates, LLC hereby consents to the foregoing Temporary License Agreement between the South Bend Redevelopment Commission and the St. Joseph County Public Library.

**333 WESTERN ASSOCIATES, LLC,
an Indiana limited liability company**

By: 
Printed: Edward F. Bradley
Its: Manager
Date: 1-30-18

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EXHIBIT A

Description of Property

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