

LICENSE AGREEMENT
FOR USE OF REDEVELOPMENT AUTHORITY AUTHORITY PROPERTY

This License Agreement (this “Agreement”) is made on August 08, 2018 (the “Effective Date”), by and between the South Bend Redevelopment Authority (“SBRA”), a separate body corporate and politic and an instrumentality of the City of South Bend, Indiana (the “City”) that exists and operates pursuant to I.C. 36-7-14.5, and the City of South Bend Venues Parks & Arts Department (“VPA”), an executive department authorized by IC 36-10-3-3 and Chapter 2, Article 4, Section 2-13 of the South Bend Municipal Code (each a “Party,” and collectively, the “Parties”).

RECITALS

A. VPA operates the East Race Waterway, located at 126 S. Niles Avenue within the City (the “East Race”), and has prepared signage to advertise the location of the East Race as set forth on the specifications sheet attached as Exhibit A (the “Proposed Signage”).

B. SBRA owns certain real property immediately adjacent to the East Race, commonly known as 109 S. Niles Avenue within the City, with a Parcel Key number of 018-5010-027901 (the “Property”), as identified in yellow on the map attached as Exhibit B.

C. The Property is an uncovered public parking lot generally used by individuals engaging in local activities, including pursuits on the East Race, and SBRA is willing to permit VPA to install the Proposed Signage on the Property to advertise the location of the East Race, 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. License. SBRA grants to VPA a revocable, non-exclusive license to install the Proposed Signage on the Property, provided that VPA uses reasonable care in the installation of the Proposed Signage and otherwise complies with the terms of this Agreement and all applicable laws.

2. Term. VPA’s license to use Property for the Proposed Signage shall be effective immediately, and shall terminate upon revocation as set forth in this Agreement (the “Term”), or as otherwise mutually agreed by the Parties. Upon thirty (30) days’ written notice to VPA, SBRA or SBRA’s authorized representative may revoke and terminate the license at any time for any reason, including, without limitation, to accommodate future development of the Property or the surrounding area, as determined in its, his, or her sole discretion. Notwithstanding the foregoing sentence, SBRA or SBRA’s authorized representative may revoke and terminate the license without notice in the event there exists any default of VPA’s obligations under this Agreement.

3. No Lease; No Assignment; No Estate or Interest. The Parties acknowledge and intend that this Agreement is a license and will not constitute a lease of or an easement over the Property to VPA. This Agreement does not convey any estate or interest in the Property to VPA, and does not convey any future promise or option to VPA in any regard to an estate or interest in

the Property. Furthermore, VPA will have no right or authority to convey any interest in the Property to any other person or entity. Any attempt by VPA to grant or lease any interest in the Property to any other person or entity will be void ab initio and of no force or effect. The Parties agree that neither this Agreement nor any of VPA's rights or use of the Property under this Agreement is assignable or transferable, in whole or in part, to any other person or entity.

4. Maintenance; Damage. At all times during the period of the license, VPA will maintain the Proposed Signage in good condition and shall replace or repair such Proposed Signage as needed. In the event that the Proposed Signage is removed, VPA, at VPA's sole expense, shall restore the Property to substantially the same condition in which it existed prior to the installation of the Proposed Signage and to the satisfaction of SBRA.

5. Security. VPA understands and agrees that SBRA shall not be liable for any loss, damage, destruction, or theft of VPA's Proposed Signage or any bodily harm or injury that may result from VPA's use of the Property.

6. Compliance; Other Permits. VPA 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 its use of the Property. VPA understands and agrees that it will secure in its own name and at its own expense all other permits and authorizations, if any, necessary for its use of the Property in accordance with the terms of this Agreement.

7. SBRA's Use. SBRA retains possession and control of the Property and reserves the right to use the Property during the Term of this Agreement for any purpose that does not substantially interfere with or obstruct VPA's license under this Agreement.

8. Restoration. To the extent that any portion of the Property is disturbed or damaged in connection with VPA's installation of the Proposed Signage, VPA, at VPA's sole expense, shall restore the Property to the condition that existed immediately prior to such disturbance or damage to the satisfaction of SBRA.

9. Integration; Amendment. This Agreement supersedes all prior negotiations, understandings, and agreements, whether written or oral, concerning the subject matter of this Agreement and constitutes the Parties' entire agreement. This Agreement may not be altered except by a written instrument signed by authorized representatives of both Parties.

10. Counterparts; Signatures. This Agreement may be separately executed in counterparts by SBRA and VPA, and the same, when taken together, will be regarded as one original Agreement. Electronically transmitted signatures will be regarded as original signatures.

11. Authority. 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.

12. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective as of the Effective Date stated above.

SOUTH BEND REDEVELOPMENT AUTHORITY

Richard Klee, President

ATTEST:

Anthony Fitts, Secretary-Treasurer

CITY OF SOUTH BEND
VENUE PARKS & ARTS DEPARTMENT

Aaron Perri, Executive Director

EXHIBIT A

Proposed Signage

