

**CITY OF SOUTH BEND, INDIANA AND
Park View Atrium Office Plaza, LP TEMPORARY SHARED USE
PARKING AGREEMENT**

This Temporary Shared Use Parking Agreement (the “Agreement”) is made effective as of _____, 2018 (“Effective Date”) by and between Park View Atrium Office Plaza, LP (“Lessor”) and the City of South Bend Indiana, acting by and through its Board of Park Commissioners (the “Lessee”) (Each a “Party” and together the “Parties”), for the shared use of the parking lot area of Lessor property (hereinafter, the “Parking Premises”), located at Parkview Atrium Plaza Office 300 South St. Louis Blvd., South Bend, Indiana 46617.

1. TERM AND TERMINATION. The term of this Agreement shall commence as of the Effective Date and continue for a term of fourteen (14) months, or until the completion of the construction and renovation of Howard Park, whichever occurs first. Either party may terminate this Agreement, with or without cause, upon providing the other Party with 5 days advance written notice.
2. OWNERSHIP. Lessor owns the following Premises more particularly described as:

Parcel ID No. 018-6002-0031. Tax ID. No. 71-08-12-258-001.000-026. Legal Description: Lot 264-268 & W 50' Lot 270-271-272 & S 40' Of E 165' Of Lot 272 Incl Adj Vac Alleys N & S & E & W & Lots 273 & 274 & N Pt 269 & 275 Cottrells 1st 17/18 Split#1348 03-23-16 reopened St Peter St 17/18 Split#820 02-16-16 curve to St Louis.

3. USES. The Parking Premises shall be used for:

Lessee

- a. Daily parking for up to 20 (twenty) personal vehicles of Lessee staff, contractors, and or subcontractors.
- b. Lessee shall only permit parking of staff, contractors, and subcontractors in areas designated by Lessor. This area, while subject to change, is currently defined as the 20 twenty, easternmost spots in the parking lot, adjacent to St. Peter Street and as depicted in Exhibit A.
- c. No long-term or overnight parking will be permitted.

Lessor

4. Lessor shall make available to Lessee the described 20 parking spaces, as available, on a day-to-day basis during the construction and renovation of Howard Park. Availability of parking spaces is solely at the discretion of the Lessor. Any use by Lessee of the parking lot following the completion of the construction/renovation of Howard Park is prohibited under the terms of this Agreement.

- 5 RESTITUTION AND REPAIR. Lessee shall be responsible for any Parking Premises damage caused by the negligence of Lessee, its employees, contractors, or subcontractors, normal wear and tear excepted. The Lessor shall be responsible for any Parking Premises damage caused at or during all other occasions.
- 6 MAINTENANCE. Lessor shall not be required to maintain the Parking Premises beyond the standards already in place for the commercial tenants of the Parkview Atrium Building. At the request of the Lessor, Lessee may be required to assist with general cleanliness of the lot.
- 7 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
General Aggregate Limit: \$4,000,000

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.

- 8 INDEMNIFICATION. Each Party agrees to defend, indemnify and save 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 its material breach of this Agreement.
- 9 GOVERNING LAW. This Agreement is governed by and construed in accordance with 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 of any dispute to enforce the terms of or to construe the terms of this Agreement.
- 10 RECORDATION. The Parties agree that this e shall not be recorded, but rather a Memorandum of Lease shall be prepared by Lessor, and shall be promptly executed, delivered, and recorded in the Office of the Recorder of St. Joseph County, and the costs of recordation shall be charged to the Party requesting Memorandum of Lease.
18. 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 addresses to the other Party at the address shown, as follows:

A. Parkview Atrium Office Plaza, LP
Attn: _____
300 South St. Louis Blvd
South Bend, IN 46617

B. City of South Bend
Venues Parks and Arts Department
Attn: Executive Director
301 S. St. Louis Blvd.
South Bend, Indiana 46617

19. 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.
20. RELATIONSHIP. Nothing contained herein shall be deemed or construed to create between the Parties any relationship other than that of landlord and tenant.
21. SUCCESSORS AND ASSIGNS. Except as otherwise expressly provided herein, this Agreement, and all 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.
22. 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 them other than as are herein set forth.
23. INTERPRETATION and SURVIVAL. All section headings contained in this Agreement are for convenience of 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.
24. SEVERABILITY. The invalidity of any provision, clause, or phrase will not serve to render the balance of this Agreement ineffective or void.
25. 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)

PARK VIEW ATRIUM OFFICE PLAZA, LP

Printed Name

Signature:

Title

LODDER DIETER W. & MONIKA M.
TRUSTEE OF THE DIETER W &
MONIKA M. LODDER TRUST

Trustee Signature

Trustee Printed Name

Trustee Signature

Trustee Printed Name

(LESSEE)

**CITY OF SOUTH BEND, INDIANA
BOARD OF PARK COMMISSIONERS**

Mark Neal, President

Consuella Hopkins, Vice President

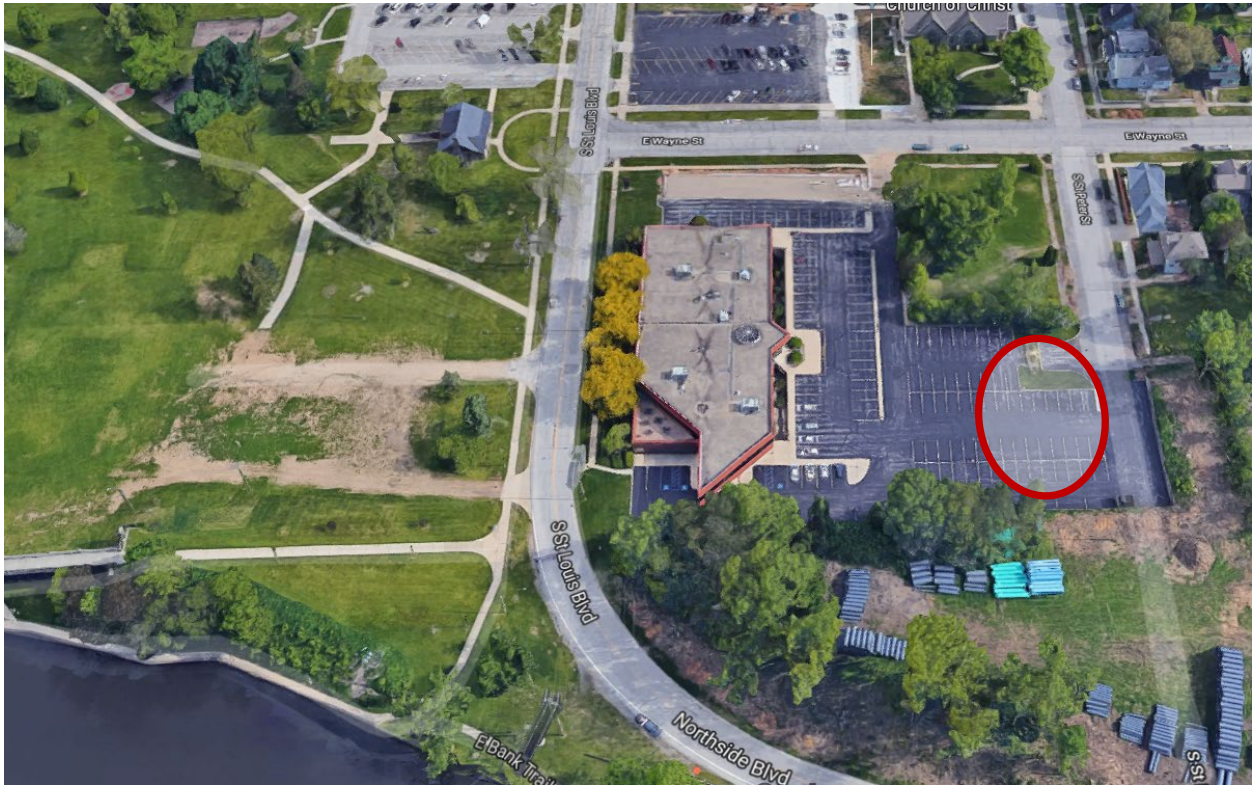
Aimee Buccellato, Member

Dan Farrell, Member

ATTEST:

Eva Ennis, Clerk

EXHIBIT A



Parking restricted to the spaces generally outlined in the red oval.