

**LICENSE AGREEMENT
FOR TEMPORARY USE OF PRIVATE PROPERTY**

This License Agreement (this "Agreement") is made on December 13, 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 Ambassadors for Christ Church, Inc., an Illinois non-profit corporation with a mailing address of 7859 S Ashland Avenue, Chicago, Illinois 60620 (the "Church") (each a "Party," and collectively, the "Parties").

RECITALS

WHEREAS, the Church owns certain real property and improvements located within the City of South Bend, Indiana (the "City"), located at 302 W. Washington Street, commonly known as the People's Church, and more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the Commission is engaged in a project wherein it will be performing skylight and masonry repairs (the "Project") to a building commonly known as the Lafayette Building, located at 115 S. Lafayette Boulevard within the City, which adjoins the Property ("Lafayette Building"); and

WHEREAS, certain aspects of the Project will require the temporary use of the parking area and/or the area above the church located on the Property; and

WHEREAS, the Commission desires temporary access to the Property for the sole purpose of storing equipment and materials on the parking area, erecting scaffolding and otherwise performing repairs to the Lafayette Building (the "Activity"); and

WHEREAS, the Church is willing to permit the Commission to gain access to and temporarily use the Property for the Activity, 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 Church grants to the Commission, its agents, contractors, employees, and invitees, a temporary, non-exclusive license to enter and use the Property for the sole purpose of conducting the Activity, provided that the Commission's use of the Property is reasonable at all times and comports with the terms of this Agreement and all applicable laws. The Commission understands that its access to the Property is limited to the areas required to complete the Activity and agrees that this Agreement does not allow it to access any structures on the Property.

2. The Commission's license to use the Property for the Activity shall be effective upon the execution date of this Agreement, and the Commission agrees that it will not use the Property for any purposes except in the furtherance of the Activity. Immediately upon the

completion of the Activity, the Commission will remove or cause to be removed from the Property all supplies, materials, goods; and personal property (including trash) used by it or its agents, employees, contractors, or invitees in connection with the Activity. At all times during the period of the Activity and the Project, the Commission will use or cause to be used commercially reasonable efforts to keep the Property in good order and condition.

3. The Commission understands and agrees that the Church shall not be liable for any loss, damage, destruction, or theft of the Commission's property or the property of the Commission's agents, contractors, employees, or invitees, or any bodily harm or injury that may result from the Commission's use of the Property. The Commission understands and agrees that it will be solely responsible for the safety and security of all persons on the Property and any personal property the Commission or its agents, contractors, employees, or invitees use in connection with the Activity while on the Property.

4. The Commission understands and agrees that it will secure in its own name (or the name of the City) and at its own expense all necessary permits and authorizations needed in order to conduct the Activity.

5. The Commission understands and agrees that it will, at its own expense, observe and comply with, or cause to be observed and complied with, all applicable statutes, laws, ordinances, requirements, orders, rules, and regulations of all governmental authorities in relation to the Activity.

6. The Church 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 Commission's permitted use of the Property with regard to the Activity and the other terms of this Agreement.

7. To the extent that any portion of the Property is disturbed or damaged in connection with the Commission's use of the Property, the Commission, at its sole expense, shall restore or cause to be restored the Property substantially to the condition that existed immediately prior to such disturbance or damage to the reasonable satisfaction of the Church.

8. The Commission agrees and undertakes to indemnify and hold the Church and its agents, employees, successors, assigns, and licensees harmless from any liability, loss, costs, damages or expenses, including attorneys' fees, which the Church 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 Commission's use of the Property. If any action is brought against the Church, or its agents, employees, successors, or assigns, in connection with the Activity, the Commission agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein. Notwithstanding the foregoing or anything herein to the contrary, neither the Commission nor the City waive any governmental immunity or liability limitations available to them under Indiana law.

9. 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.

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9. 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 Agreement to be effective as of the Effective Date stated above.

**SOUTH BEND REDEVELOPMENT
COMMISSION**

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

ATTEST:

Donald E. Inks, Secretary
South Bend Redevelopment Commission

AMBASSADORS FOR CHRIST CHURCH, INC.


By: 
Printed: DEBRA STANFORD
Title: Minister of A/C

EXHIBIT A

Description of Property

The following real property commonly known as 302 West Washington Boulevard, South Bend, Indiana, Parcel Key nos. 018-3009-0287 and 018-3009-0286:

Lots 391-92 E 105' Each Original Plat and Lots 391, 392, and 393 60'W End Original Plat