



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: February 14, 2019

FROM: David Relos, Property Development Manager

SUBJECT: Temporary Access Agreement (vacant lot behind 740 S. Michigan St.)

Which TIF? (circle one) **River West**; River East; South Side; Douglas Road; West Washington

PURPOSE OF REQUEST:

This Temporary Access Agreement is for the vacant lot behind 740 S. Michigan St., and will allow Bendix Local # 9 access to the lot for their monthly retiree meetings. The Agreement calls for them to name the City as an additional insured on their insurance policy, and may be terminated by the Commission upon written notification.

Staff requests approval of this Temporary Access Agreement.

INTERNAL USE ONLY: Project Code: _____ N/A _____;
Total Amount **new**/change (inc/dec) in budget: _____; Breakdown:
Costs: Demolition Amt: _____; Other Prof Serv Amt _____;
Acquisition of Land/Bldg (circle one) Amt: _____; Street Const Amt _____;
Building Imp Amt _____; Sewers Amt _____; Other (specify) Amt: _____
_____ Going to BPW for Contracting? **N**
Is this item ready to encumber now? ____ Existing PO# _____ Inc/Dec \$ _____

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

1400S County-City Building | 227 W. Jefferson Blvd. | South Bend, Indiana 46601 | p 574.235.9371 | f 574.235.9021 | www.southbendin.gov

TEMPORARY ACCESS AGREEMENT

This Temporary Access Agreement (this "Agreement") is made and entered into as of _____, 2019 (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 Bendix Local No. 9, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (the "Union").

RECITALS

A. The Commission acquired certain vacant real property located within the River West Development Area of the City of South Bend, Indiana (the "City"), located at 740 South Michigan Street in the City, as more particularly described in attached Exhibit A (the "Property"), from the Union in fee simple absolute.

B. The Union is interested in continuing access to the Property on a monthly basis to allow parking for retiree meetings (the "Activity").

C. The Union desires to obtain from the Commission a right of access to the Property for the Activity, and the Commission has agreed to grant the same on the terms and conditions stated in this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Access to the Union. The Commission hereby grants to the Union a non-exclusive, temporary access right to the Property for the limited purpose of allowing the Union to engage in the Activity at the Property. The parties agree that the Union will have no right under this Agreement to install improvements of any kind on the Property, or to store or allow to be stored any supplies, materials, goods, or personal property of any kind on the Property. Each month upon the completion of the Activity, the Union will remove or cause to be removed from the Property all supplies, materials, goods, and personal property (including trash) used by it or its invitees in connection with the Activity. At all times during the period of the Activity, the Union will use or cause to be used reasonable efforts to keep the Property in substantially the same order and condition as of the Effective Date.

2. Term and Termination. This Agreement shall commence upon its execution by the Commission and shall continue until such time as the Commission provides the Union with a written notice of termination.

3. Maintenance; Restoration. The Union will, at its sole expense, repair any damage to the Property made or caused, directly or indirectly, by the Union or its invitees upon the

Property. In the event the Union fails to preserve the Property at all times in substantially the same condition and repair in which it exists on the Effective Date, the Commission or the City may, at its option, incur costs and expenses to maintain and repair the Property, which costs and expenses the Union will pay promptly upon the written demand of the Commission or the City, as the case may be.

4. Compliance. The Union 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.

5. Ownership. The Commission represents and warrants that it is lawfully seized of the Property, that it has full right and power to grant the access right, and that the Property is free from all encumbrances, except any matters of record.

6. Hazardous Materials. The Union shall not cause or permit, knowingly or unknowingly, any hazardous material to be brought or remain upon, kept, used, discharged, leaked, or emitted upon the Property.

7. Indemnification. The Union understands and agrees that the Commission shall not be liable for any loss, damage, destruction, or theft of the Union's property or the property of the Union's invitees, or any bodily harm or injury that may result from the Union's use of the Property. The Union 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 Union or its invitees use in connection with the Activity while on the Property. The Union shall indemnify, defend, and hold the Commission harmless from and against any and all claims resulting from damage to any property upon the Property or injury to any person upon the Property 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.

8. Insurance. The Union will maintain commercial general liability insurance coverage in the minimum amount of at least \$1,000,000 per occurrence and will designate the Commission and the City as additional insureds under any such policy of insurance. Promptly following the Effective Date of this Agreement, the Union will produce to Commission a certificate of insurance evidencing the same.

9. Reservation of Rights. The Commission reserves for itself the free use of the Property in any manner not inconsistent with the terms of this Agreement.

10. Benefit. The Commission and the Union intend that each of the rights and obligations set forth herein shall inure to the burden or benefit of the respective parties and their related companies, successors, and assigns.

11. Notices. Any notices required under this Agreement may be provided (a) by hand-delivery (which will be deemed delivered at the time of receipt) or (b) by registered or certified mail, return receipt requested (which will be deemed delivered three (3) days after mailing), to each party's respective address and the representatives stated below.

Commission: South Bend Redevelopment Commission
1400 S. County-City Building
227 W. Jefferson Blvd.
South Bend, IN 46601
Attn. Executive Director,
South Bend Department of Community Investment

With a copy to: South Bend Legal Department
1200 S County-City Building
227 W. Jefferson Blvd.
South Bend, IN 46601
Attn. Corporation Counsel

Union: _____

12. Waiver. One or more waivers of any condition herein by the Commission shall not be construed as a waiver of a subsequent breach of the same condition.

13. Governing Law and Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of Indiana and any claims arising hereunder shall be brought in the courts of St. Joseph County, Indiana.

14. 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.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have signed this Temporary Access Agreement to be effective as of the Effective Date.

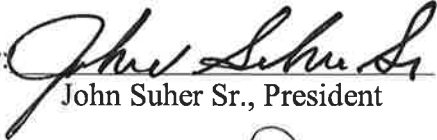
SOUTH BEND REDEVELOPMENT
COMMISSION

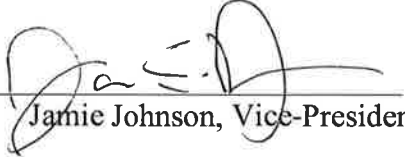
Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

Bendix Local No. 9 International Union
United Automobile, Aerospace and Agricultural Implement
Workers of America

By: 
John Suher Sr., President

By: 
Jamie Johnson, Vice-President

By: 
Jeffrey Roberts, Financial Secretary

EXHIBIT A

Description of Property

A part of the East Half of the Southwest Quarter of Section 12, Township 37 North, Range 2 East in the City of South Bend, Indiana, described as follows:

Beginning at a point on the East line of the first North and South alley that lies East of Michigan Street, 248.02 feet North of the North line of Tutt Street, said point being also 69.12 feet North of the North line of Lot 32 as shown on the recorded Plat of Denniston and Fellows Addition to the City of South Bend; North along said East line of alley, 349.39 feet to the Southerly line of the Conrail Railroad right of way; thence Southeasterly along said Railroad right of way, 252.67 feet; thence Southerly 213.44 feet to a point 212.65 feet East of the point of beginning; thence West, 212.65 feet to the point of beginning.

EXCEPTING THEREFROM THE FOLLOWING:

A part of the East Half of the Southwest Quarter of Section 12, Township 37 North, Range 2 East in the City of South Bend, Indiana described as follows: Beginning at the intersection of the East line of the first North and South alley that lies East of Michigan Street with the Easterly extension of the North line of Lot 11 as shown on the recorded Plat of Bronson's Survey to the City of South Bend; thence North along said East line of alley, 270.55 feet to the Southerly line of the Conrail Railroad right of way; thence Southeasterly along said railroad right of way, 252.67 feet; thence South 134.93 feet to a point on the Easterly extension of the North line of said Lot 11 in Bronson's Survey, 213.02 feet East of the point of beginning; thence West along said Easterly extension of the North line of Lot 11 a distance of 213.02 feet to the point of beginning.

Commonly known as 740 S. Michigan Street, South Bend, Indiana 46601

Parcel Key No. 018-3022-084901