

Cross references: Instrument Nos.:

## **AGREEMENT TO TERMINATE AND RELEASE REAL PROPERTY INTERESTS**

This Agreement to Terminate and Release Real Property Interests (“Agreement”) is entered into effective as of 12:01 A.M. on \_\_\_\_\_, 2019 (the “Effective Date”), by and between the City of South Bend, Indiana, by and through its Board of Public Works, Board of Park Commissioners, and Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission (collectively the “City”), and FREG Central High Associates, LLC, a Colorado limited liability company (“FREG”).

WHEREAS, the City owns real property in South Bend, Indiana known as Lot Number Two (2) of the Recorded Plat of Central High Associates Minor Subdivision recorded as Document No. 9408747 in the records of the St. Joseph County, Indiana Recorder’s office and being more particularly described on **Exhibit A** attached hereto (the “City Parcel”);

WHEREAS, FREG owns real property in South Bend, Indiana known as Lot Number One (1) of the Recorded Plat of Central High Associates Minor Subdivision recorded as Document No. 9408747 in the records of the St. Joseph County, Indiana Recorder’s office and being more particularly described on **Exhibit B** attached hereto (the “FREG Parcel”);

WHEREAS, the City Parcel is burdened by easements for access and parking or is otherwise encumbered by real property interests or rights and these encumbrances benefit FREG;

WHEREAS, the City is concurrently conveying all right, title and interest in and to the City Parcel to FREG, and the City agrees to release, terminate and quitclaim unto FREG, all currently existing easements and encumbrances it has over the City Parcel.

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

1. The City does hereby release, terminate and quitclaim unto FREG all of its right, title and interest in and to the City Parcel which it received by written instrument or otherwise. Without limiting the release, termination and termination set forth herein, the parties agree that the easement specifically identified on **Exhibit C** attached hereto shall be of no further force or effect and the parties hereby release each other from any and all liabilities, claims, and obligations arising out of or in connection with any such easements.
2. Each party shall, at no additional cost to the other parties, cooperate with the other and its authorized representatives with regard to any reasonable requests made subsequent to execution of this Agreement to correct any clerical errors contained in this Agreement and to provide any and all additional documentation deemed necessary to effectuate the transaction contemplated by this Agreement. Each party further agrees that the term “cooperate,” as used in this

Agreement, includes agreeing to execute or re-execute any documents that the parties reasonably deem necessary or desirable to carry out the intent of this Agreement. All parties recognize the duty of each party to act in good faith and with fair dealings when effectuating the intent of this Agreement.

3. The City and FREG intend that this Agreement shall bind every person having any fee, leasehold, or other interest therein, and shall inure to the burden or benefit of each parcel referenced herein, the owner of each such parcel and their respective successors, assigns, heirs, and personal representatives.
4. This Agreement, as well as any instrument releasing or terminating this Agreement, shall be duly recorded in the Office of the Recorder of St. Joseph County, Indiana.
5. This Agreement shall be governed and construed in accordance with the laws of the State of Indiana without reference to its conflict of laws principles.

[Signature Pages Follow]



**CITY OF SOUTH BEND, INDIANA  
BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
Gary Gilot, President

\_\_\_\_\_  
Therese J. Dorau, Member

\_\_\_\_\_  
Elizabeth Maradik, Member

\_\_\_\_\_  
Genevieve Miller, Member

\_\_\_\_\_  
Laura O’Sullivan, Member

Attest: \_\_\_\_\_  
Linda Martin, Clerk

Date Signed: \_\_\_\_\_

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ST. JOSEPH    )

Before me, a Notary Public in and for said County and State, personally appeared Gary Gilot, Therese Dorau, Elizabeth Maradik, Genevieve Miller, Laura O’Sullivan, and Linda Martin, President, Members, and Clerk, respectively, of the South Bend Board of Public Works, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of such entity as such representatives.

WITNESS my hand and Notarial Seal this \_\_\_day\_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public (Printed)

My Commission Expires:

My County of Residence:

\_\_\_\_\_

\_\_\_\_\_

**SOUTH BEND  
BOARD OF PARK COMMISSIONERS**

\_\_\_\_\_  
Mark Neal, President

\_\_\_\_\_  
Consuella Hopkins, Vice President

\_\_\_\_\_  
Dan Farrell, Member

\_\_\_\_\_  
Aimee Bucellato, Member

ATTEST:

\_\_\_\_\_  
Eva Ennis

Date Signed: \_\_\_\_\_

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ST. JOSEPH    )

Before me, a Notary Public in and for said County and State, personally appeared Mark Neal, Consuella Hopkins, Dan Farrell, Aimee Bucellato, and Eva Ennis, President, Vice President, Members, and Clerk, respectively, of the South Bend Board of Park Commissioners, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of such entity as such representatives.

WITNESS my hand and Notarial Seal this \_\_\_ day \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public (Printed)

My Commission Expires:

My County of Residence:

\_\_\_\_\_

\_\_\_\_\_

**SOUTH BEND REDEVELOPMENT  
COMMISSION**

\_\_\_\_\_  
Marcia I. Jones, President

ATTEST:

\_\_\_\_\_  
Quentin Phillips, Secretary

Date Signed: \_\_\_\_\_

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ST. JOSEPH    )

Before me, a Notary Public in and for said County and State, personally appeared Marcia I. Jones and Quentin Phillips, President and Secretary, respectively, of the South Bend Redevelopment Commission, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of such entity as such representatives.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public (Printed)

My Commission Expires:

My County of Residence:

\_\_\_\_\_

\_\_\_\_\_

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Sandra L. Kennedy

Prepared by Sandra L. Kennedy, Assistant City Attorney, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601

**EXHIBIT A**

Rights and benefits of an easement as disclosed in an Easement Agreement by and between the City of South Bend, Indiana, Department of Development, acting by and through the South Bend Redevelopment commission and Central High Associates, LLC, dated January 17, 2012 and recorded January 17, 2012 as Instrument Number 1201374 in the St. Joseph County records. Said easement affects the following described property:

Being in that part of the Northeast quarter of Section 11, Township 37 North, Range 2 East, Portage Township, City of South Bend, St. Joseph County, Indiana which is described as:

Lot number Two (2) of the recorded plat of "Central High Associates Minor Subdivision" recorded as Document No. 9408747 in the records of the St. Joseph County, Indiana Recorder's office and being more particularly described as:

Beginning at the Northeast corner of said Lot 1 of said subdivision; thence South 00° 01' 34" West, 313.76 ft.; thence South 89° 58' 26" West, 172.35 ft.; thence North 00° 01' 34" East, 42.66 ft.; thence North 89° 57' 21" West, 197.41 ft. to the East line of William Street; thence South 00° 00' 00" West along said East line 91.15 ft. to the North line of Washington Street; thence South 89° 48' 08" East along said North line, 430.07 ft. to the West line of St. James Court; thence North 00° 01' 34" East along said West line, 411.05 ft. to the South line of Colfax Avenue; thence North 89° 43' 16" West along said South line, 430.26 ft. to the East line of William Street; thence South 00° 00' 00" West along said East line, 206.31 ft.; thence South 89° 57' 21" East, 145.29 ft.; thence North 06° 01' 09" East, 13.57 ft.; thence North 00° 02' 39" East, 34.30 ft.; thence North 89° 58' 26" East, 50.83 ft.; thence North 00° 01' 34" West, 109.01 ft.; thence North 89° 58' 26" East, 172.36 ft. to the Point of Beginning.

---

**EXHIBIT B**

Fee interest in that part of the Northeast quarter of Section 11, Township 37 North, Range 2 East, Portage Township, City of South Bend, St. Joseph County, Indiana which is described as:

Lot number one (1) of the recorded plat of "Central High Associates Minor Subdivision" recorded as Document No. 9408747 in the records of the St. Joseph County, Indiana Recorder's office and being more particularly described as:

Beginning at the Northeast corner of said Lot #1; thence South 00° 01' 34" West, 313.76 ft.; thence North 89° 58' 26" West, 172.35 ft.; thence North 00° 01' 34" East, 42.66 feet; thence North 89° 57' 21" West, 197.41 feet to the East line of William Street: thence North 00° 00' 00" East along said East line 114.20 feet; thence South 89° 57' 21" East, 145.29 feet; thence North 06° 01' 09" East, 13.57 feet; thence North 00° 02' 39" East, 34.30 feet; thence North 89° 58' 26" East, 50.83 feet; thence North 00° 01' 34" West, 109.01 feet; thence North 89° 58' 26" East, 172.36 feet to the Point of Beginning.



## **EXHIBIT C**

1. Easement Agreement, by and between City of South Bend, Indiana, Department of Development and Central High Associates, LLC recorded January 17, 2012 as Instrument #1201374, of the St Joseph County records