

## LICENSE AGREEMENT FOR USE

This License Agreement for Use (this "Agreement") is made effective November 14, 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 Majority Builders Inc., an Indiana corporation (the "Company") (each a "Party," and collectively, the "Parties").

### RECITALS

A. The Commission owns certain real property and improvements located within the River West Development Area of the City of South Bend, Indiana (the "City"), as more particularly described on **Exhibit A** (the "Property").

B. Company is working with a developer on a project on the real property described in attached **Exhibit B** (the "Development Parcel"), which abuts the Property along the Property's southern boundary.

C. Company desires access to the Property to install a temporary sign on the Property at Sample Street east of Ignition Drive, related to the Company's involvement with the project on the Development Parcel during construction of the project (the "Use").

D. The Commission is willing to permit Company to gain access to and use the Property for the Use, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the Parties agree as follows:

1. **License**. The Commission grants to Company a non-exclusive license for the Use, provided that the Use is reasonable at all times and comports with the terms of this Agreement and all applicable laws.

2. **Term and Termination**. Company's license to use the Property shall commence on the Effective Date and shall terminate on December 31, 2021, or upon thirty (30) days' written notice to Company from the Commission or the Commission's authorized representative. Additionally, the Commission or its authorized representative may revoke and terminate the license upon thirty (30) days' written notice at any time for any reason, including, without limitation, for the transfer of the Property, as determined in its, his, or her sole discretion. Notwithstanding the foregoing sentence, the Commission or the Commission's authorized representative may revoke and terminate the license without notice in the event there exists any default of Company's obligations under this Agreement.

3. **No Lease or Easement; Assignment**. The Commission represents that it is the sole owner in fee simple of the Property and has the lawful right to permit Company to use the Property under this Agreement. The Parties acknowledge and intend that this Agreement will not constitute a lease of or an easement over the Property, and Company will have no right or authority to convey

any leasehold or other interest in the Property to any other person or entity. Except as expressly provided in this Agreement, any attempt by Company 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 Company's rights under this Agreement may be assigned, in whole or in part, to any other party without the Commission's prior written consent.

4. Maintenance. At all times during the period of the license, Company will keep the Property in good order and condition and free of debris.

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

6. Storage. Company agrees that it will not cause or permit, knowingly or unknowingly, any hazardous material to be brought or remain upon, kept, used, discharged, leaked, or emitted at the Property.

7. Regulations; Other Permits. Company 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 the Use. Company 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.

8. Commission's Use. The Commission reserves the right to use the Property during the Term of this Agreement for any purpose that does not substantially interfere with or obstruct Company's license under this Agreement.

9. Restoration. To the extent that any portion of the Property is disturbed or damaged in connection with Company's use of the Property, Company, at Company's sole expense, shall restore the Property to the condition that existed immediately prior to such disturbance or damage to the satisfaction of the Commission.

10. Indemnification. Company agrees and undertakes to defend, indemnify, and hold harmless the City and the Commission, and their respective officials, employees, agents, successors, and assigns, from and against any liability, loss, costs, damages, or expenses, including attorneys' fees, which the City or the Commission 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 license granted herein by the Commission or Company's use of the Property. If any action is brought against the City or the Commission, or their respective officials, employees, agents, successors, and assigns, in connection with Company's use of the Property, Company agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein.

11. Insurance. Company, at Company's sole expense, shall maintain during the term of this Agreement commercial general liability insurance covering Company in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence, inclusive of the limit an umbrella or excess policy. Company agrees to include the Commission and the City as additional insureds on

any such policy and produce to the Commission evidence of the same, including without limitation a properly endorsed policy and a certificate of insurance within thirty (30) days of the execution of this Agreement and annually thereafter. To the extent that the Commission or the City is harmed as a result of Company's use of the Property, Company hereby grants the Commission first priority on any proceeds received from Company's insurance. Notwithstanding anything in this Agreement to the contrary, neither the Commission nor the City waive any governmental immunity or liability limitations available to them under Indiana law.

12. 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.

13. Waiver. Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

14. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall continue in full force and effect unless amended or modified by mutual consent of the parties.

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

16. Authority. Each undersigned person signing on behalf of his or her respective Party certifies that he or she is duly authorized to bind his or her respective Party to the terms of this Agreement.

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

*SIGNATURE PAGE FOLLOWS*

IN WITNESS WHEREOF, the Parties have executed this License Agreement for Use to be effective as of the date set forth above.

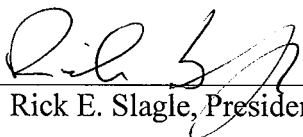
SOUTH BEND REDEVELOPMENT  
COMMISSION

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

ATTEST:

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

MAJORITY BUILDERS INC.

By:  \_\_\_\_\_  
Rick E. Slagle, President

## **EXHIBIT A**

### **Property**

Lot 5 of the plat of Ignition Park Major Subdivision, Sec. 2, recorded July 1, 2014 in the Office of the Recorder of St. Joseph County, Indiana.

Parcel Key No. 018-8021-0849

## **EXHIBIT B**

### **Development Parcel**

Lot 3 of the plat of Ignition Park Minor Subdivision #1, recorded October 28, 2014 in the Office of the Recorder of St. Joseph County, Indiana.

Parcel Key No. 018-8021-084916