

Memorandum of Lease

THIS MEMORANDUM OF LEASE, is executed by the parties hereto to evidence a certain Ground Lease Agreement between the UNIVERSITY OF NOTRE DAME DU LAC (“Tenant”), and the CITY OF SOUTH BEND, INDIANA ACTING BY AND THROUGH ITS BOARD OF PARKS COMMISSIONERS, collectively (“Landlord”) dated December 12, 2016 (the “Lease”), upon certain terms, conditions and covenants, including the following:

1. The name and mailing address of the Landlord (“Landlord”) is CITY OF SOUTH BEND, BOARD OF PARKS COMMISSIONERS, Attn: Clerk, 219 S. St. Louis Blvd., South Bend, Indiana 46617.

2. The name and mailing address of the Tenant (“Tenant”) is University of Notre Dame du Lac, Attn: Associate Vice President for State and Local Public Affairs, 405 Main Building, Notre Dame, Indiana 46556.

3. The property subject to the Lease consists of that certain real estate located in South Bend, St. Joseph County, Indiana, located within the St. Joseph River dam in the City of South Bend as more particularly described on Exhibit A attached hereto and made a part hereof, together with all rights-of-way, easements, servitudes, licenses, tenements, driveways, approaches, pavements, curbs and street front privileges and appurtenances belonging thereto (collectively, “Leased Premises”).

4. The term of the Lease is for a period commencing on April 1, 2019 and ending on March 31, 2069.

This Memorandum of Lease is executed solely for the purpose of giving notice to third parties of the existence of the Lease and certain terms thereof. Reference is made to the Lease which contains a full description of the rights and duties of Landlord and Tenant and the terms, conditions, provisions and limitations on the use and occupancy of the Leased Premises and Remainder Parcel. This Memorandum of Lease (or the description of certain such rights, duties, conditions and limitations) shall in no way or under any circumstances affect the terms and conditions of the Lease or the interpretation of the rights and duties of Landlord and Tenant thereunder.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Leaseto be executed as of the date set forth below.

UNIVERSITY OF NOTRE DAME DU LAC

BY: _____

Printed: John I. Jenkins, C.S.C.
Its: President

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

Before me, a Notary Public, in and for said County and State, personally appeared John I. Jemkins, C.S.C., the President of University of Notre Dame du Lac, an Indiana nonprofit corporation, who acknowledged the execution of the foregoing Memorandum of Lease on behalf of said entity, and who, having been duly sworn, stated that the representations, warranties and certifications therein contained are true.

WITNESS my hand and Notarial Seal this _____ day of April, 2021.

(Signature)

(Printed Name)

NOTARY PUBLIC

My Commission Expires:
My County of Residence:

CITY OF SOUTH BEND
BOARD OF PARK COMMISSIONERS

DATE: April __, 2021

Mark Neal, President

Consuela Hopkins, Member

Dan Farrell, Member

Amy Buccellato, Member

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

Before me, a Notary Public, in and for said County and State, personally appeared each of the above individual members of the City of South Bend Board of park, who acknowledged the execution of the foregoing Memorandum of Lease on behalf of said entity, and who, having been duly sworn, stated that the representations, warranties and certifications therein contained are true.

WITNESS my hand and Notarial Seal this _____ day of April, 2021.

(Signature)

(Printed Name)

NOTARY PUBLIC

My Commission Expires:
My County of Residence:

I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Timothy J. Flanagan, Esq.

This instrument prepared by Timothy J. Flanagan, Associate General Counsel, University of Notre Dame du Lac, 203 Main Building, Notre Dame, Indiana, 46556.