

TEMPORARY ACCESS AGREEMENT

This Temporary Access Agreement (this "Agreement") is made and entered into as of September 22, 2022, by and between the City of South Bend, Indiana, acting by and through its Redevelopment Commission (collectively, the "City"), and Venus Parks and Arts, with its principal office at 219 St. Louis Blvd., South Bend, IN 46617 ("VPA").

RECITALS

- A. The City is the owner of certain real property, located at 112 S. Michigan St., South Bend, IN 46601 (the "Property"), as more particularly described in attached **Exhibit A** (the "Property").
- B. The Property is a public parking lot in Downtown South Bend.
- C. VPA is hosting Best Week Ever 2022, a week-long collection of experiences across South Bend celebrating creativity, culture, and progress as a community, from September 24, 2022 through October 2, 2022.
- D. Events part of Best Week Ever will be happening in Downtown South Bend.
- E. The City has agreed to grant VPA a right of access to the Property 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 VPA. The City hereby grants to VPA an exclusive, temporary access right to use portions of the Property for the purposes of staging and preparing for Best Week Ever 2022, as well as vendor and staff parking (the "Work"). The parties agree that VPA will have no right under this Agreement to install permanent improvements of any kind on the Property, or to store or allow to be stored on a permanent basis any supplies, materials, goods, or personal property of any kind on the Property without the prior written consent of the City. At all times during the Work, VPA 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 (as defined below).
- 2. Term and Termination. This Agreement shall commence effective September 28, 2022 (the "Effective Date") and shall terminate on October 2, 2022.
- 3. Compliance. VPA 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 Work.
- 4. Ownership. The City 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.

5. Hazardous Materials. VPA 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.

6. 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.

7. 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 entered into this Temporary Access Agreement and executed the same on the date set forth next to their signatures.

SOUTH BEND REDEVELOPMENT
COMMISSION

SOUTH BEND VENUES PARKS & ARTS

Marcia I. Jones, President

By: _____

Printed: _____

Title: _____

Date: _____

ATTEST:

Troy Warner, Secretary

Date: _____

EXHIBIT A

Description of Property

Tax ID No. 018-3091-347406

Parcel Key No. 71-08-12-154-012.000-026

Legal Description: Lot 2 Hall of Fame Second Minor

Commonly known as: 112 S Michigan Street