



Department of  
**Community Investment**

**Memorandum**

April 30, 2015

TO: South Bend Redevelopment Commission  
FROM: David Relos, Economic Resources *DR*  
SUBJECT: Consent and Subordination of Leases – Eddy Street Commons parking garage

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This Consent and Subordination of Leases (Consent) is between the Redevelopment Authority, Redevelopment Commission, and Kite Realty Eddy Street Garage LLC (Kite).

This Consent will allow a Parking Easement Agreement to be entered in to between Kite and the University of Notre Dame, allowing parking spaces in the Eddy Street garage to be reserved for the accommodation of customers for the full service hotel, to be constructed at Eddy Street Commons.

This full service hotel is the second hotel planned for Eddy Street Commons, and will complete the planned components of Phase I.

Because the Redevelopment Commission is party to certain leases with the Redevelopment Authority and Kite related to the parking garage, the Commission is being asked to consent to the Parking Easement and make the leases subordinate to the Parking Easement.

The Parking Easement will allow an exclusive easement for 285 parking spaces for the hotel, and a non-exclusive easement for vehicular and pedestrian ingress / egress in the garage.

Staff requests approval of the Consent and Subordination of Leases.



## Consent and Subordination of Leases

Kite Realty Eddy Street Garage, LLC, an Indiana limited liability company ("Landlord"), and the South Bend Redevelopment Authority, a separate body corporate and politic and an instrumentality of the City of South Bend, Indiana ("Master Tenant"), are parties to that certain Lease dated November 18, 2008, as evidenced by that certain Corrective Memorandum of Lease dated December 30, 2008, and recorded on January 5, 2009, as Instrument 0900201, with the St. Joseph County Recorder's Office (collectively, the "Lease"), by which Landlord leased to Master Tenant certain real property described in **Exhibit A** attached hereto (the "Garage"). Master Tenant and South Bend Redevelopment Commission, governing body of the South Bend Department of Redevelopment (the "Sub-Tenant"), are parties to that certain Lease dated October 15, 2007 (collectively, the "Sub-Lease"). Sub-Tenant and Kite Realty Eddy Street Garage, LLC, an Indiana limited liability company (the "Sub Sub-Tenant"), are parties to that certain Sub-Sublease dated December 30, 2008 (collectively, the "Sub Sub-Lease"). Landlord, Master Tenant, Sub-Tenant and Sub Sub-Tenant do hereby grant their consent in all respects to the FS Hotel Parking Easement Agreement dated as of April 27, 2015, between Landlord, as grantor, and University of Notre Dame Du Lac, an Indiana non-profit corporation, as grantee (the "Easement Agreement"), and agree and consent that said Lease, Sub-Lease and Sub Sub-Lease are hereby made subject and subordinate to the Easement Agreement, provided, however, that such subordination is strictly limited to the leasehold interests in the Garage and no other real property. Master Tenant, as the owner of Garage, does hereby grant its consent in all respects to the Easement Agreement and hereby agrees that its ownership interest in the Garage shall be subject to the Easement Agreement.

[SIGNATURE PAGE FOLLOWS.]







**Exhibit A**

**Description of Garage**

A PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 3 EAST, CITY OF SOUTH BEND, PORTAGE TOWNSHIP, ST. JOSEPH COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT NUMBER 2 OF THE PLAT OF "EDDY STREET COMMONS MAJOR SUBDIVISION (SECTION ONE)" RECORDED AS DOCUMENT # 0828220 IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY INDIANA, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF ANGELA BOULEVARD THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR THE NEXT THREE (3) COURSES, N. 88°23'08" E., 8.58 FEET, AND N. 65°41'36" E., 36.85 FEET, AND S. 89°21'11" E., 242.69 FEET; THENCE S. 00°34'09" W., 237.32 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S. 89°58'57" E., 290.53 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, AND HAVING AN ARC DISTANCE OF 5.03 FEET, TO THE END OF A CHORD BEARING S. 01°22'00" W., AND HAVING A DISTANCE OF 5.03 FEET, THENCE S. 00°38'39" W., 24.20 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1000.00 FEET, AND HAVING AN ARC DISTANCE OF 62.63 FEET, TO THE END OF A CHORD BEARING S. 01°08'50" E., AND HAVING A DISTANCE OF 62.62 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET, AND HAVING AN ARC DISTANCE OF 16.44 FEET, TO THE END OF A CHORD BEARING S. 02°28'14" E., AND HAVING A DISTANCE OF 16.44 FEET, THENCE N.89°58'57" W., 69.99 FEET; THENCE S. 00°01'01" W., 140.67 FEET; THENCE N. 89°58'57" W., 355.42 FEET; THENCE N. 00°01'03" E., 248.92 FEET; THENCE S. 89°58'57" E., 133.28 FEET; TO THE POINT OF BEGINNING.

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Mr. John A. Sejdinaj  
Vice President for Finance  
University of Notre Dame  
415 Main Building  
Notre Dame IN 46556-5602

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

### FS HOTEL PARKING EASEMENT AGREEMENT

THIS FS HOTEL PARKING EASEMENT AGREEMENT ("Agreement") is made as of this 27<sup>th</sup> day of April, 2015 ("Effective Date"), by and between **KITE REALTY EDDY STREET GARAGE, LLC**, an Indiana limited liability company ("Grantor"), and **UNIVERSITY OF NOTRE DAME DU LAC**, an Indiana non-profit corporation ("Grantee") (Grantor and Grantee individually, a "Party", and together, the "Parties").

#### RECITALS

A. Grantor is the owner of that certain parcel of real estate located in St. Joseph County, Indiana, being more particularly described in **Exhibit A** attached hereto and made a part hereof (the "Garage Parcel"), which has situated thereon a structured parking garage (the "Garage"; together with the Garage Parcel, the "Garage Property").

B. Grantee is the owner of that certain parcel of real estate located in St. Joseph County, Indiana, being more particularly described in **Exhibit B** attached hereto and made a part hereof (the "Hotel Parcel").

C. Grantee desires to obtain from Grantor certain parking and access easements in, over, under, through and across the Garage Property for the benefit of the Hotel Parcel, and Grantor desires to grant such easements to Grantee upon and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby declare, grant, convey and agree as follows:

## EASEMENT

1. **Recitals.** The Recitals above are incorporated into this Agreement by reference and are true and correct in all material respects.

2. **Grant of Easements.** Grantor hereby establishes, declares, gives, grants and conveys to Grantee, and the tenants, licensees, invitees, agents, and employees of the Hotel Parcel (as determined by Grantee), with respect to the Garage Property, and for the benefit of Grantee, its assigns and the Hotel Parcel, the following easements (hereinafter, the "Parking Easement") free of charge except as provided in Section 7 of this Agreement:

(a) **Exclusive Parking.** An exclusive easement for use of Two Hundred Eighty-Five (285) parking spaces (the "Parking Spaces"), situated within the Garage and located in the area depicted and identified as such in the site plan set forth in **Exhibit C** attached hereto and made a part hereof (the "Garage Layout"), for vehicular parking for automobiles, sport utility vehicles, pick-up trucks, mini-vans and other motor vehicles of similar size and weight (but not heavy duty trucks, motor homes, recreational vehicles, boats, trailers or vehicles that are too tall to fit into the Garage). The Grantee shall have the right to release any of the Parking Spaces from the easement upon notice to Grantor, and upon providing such notice (a) any released parking space shall no longer be subject to this Agreement, (b) the number of parking spaces deemed "Parking Spaces" hereunder shall be decreased accordingly, and (c) Grantor shall have the full right and authority to rent, lease or otherwise use any of such released spaces.

(b) **Access.** A non-exclusive easement for vehicular and pedestrian ingress and egress to and from the Parking Spaces and the internal access gate within the Garage providing for twenty-four (24) hour access to and from the Parking Spaces as reflected on **Exhibit C** ("Internal Access Gate"), together with a non-exclusive easement in, on, over, through and across all other access drives, roadways and entry ways located upon the Garage Property, as the same may exist from time to time. The parties agree that ingress/egress rights between the Internal Access Gate and Parking Spaces will be reserved for Grantee's sole use unless and until Grantee releases Parking Spaces to Grantor (after which such use and easement will be shared and non-exclusive).

3. **Grantor's Use.** Grantor reserves the right to use and enjoy the Garage Property for all purposes not inconsistent with the rights of Grantee as set forth herein.

4. **Repair and Maintenance.** Grantor, at its own expense, shall be responsible for the operation, maintenance, repair and replacement of the Garage Property, including the Parking Spaces, such that the Garage Property shall be kept in good condition and repair. Such maintenance and repair shall include, but not be limited to, general maintenance, resurfacing, filling pot holes, resealing, snow and ice removal, re striping of the Parking Spaces, and routine cleaning of the Garage Property to keep it reasonably free of litter and debris. Grantee acknowledges that the Parking Spaces may be temporarily unavailable for use by Grantee, or its respective tenants, licensees, invitees, agents, and employees, for reasonable periods of time during the performance of any maintenance work being conducted by Grantor from time to time within the Garage, provided, that, Grantor shall provide Grantee with notice prior to the



commencement of any such capital maintenance work that would make any Parking Spaces unavailable.

5. **Insurance, Damage or Destruction.** Grantor shall keep (or cause to be kept) the Garage insured against loss caused by fire and other perils normally covered by Causes of Loss-Special Form "All Risk" policies of insurance for an amount of not less than the full replacement costs thereof. If the Garage is damaged or destroyed as a consequence of a fire, storm or other event (each, a "Casualty"), then Grantor shall repair the Garage to substantially the same condition as existed prior to the damage or destruction (except to the extent the University may consent to the modification thereof or deviation therefrom in the course of such repair). The Parking Spaces shall not be materially changed in connection with any such repair without the prior written consent of Grantee, which consent shall not be unreasonably withheld, conditioned or delayed. Grantor shall diligently pursue settlement of its casualty claim, shall commence, or cause the commencement of removal and repair of the damaged or destroyed portion of the Garage within thirty (30) days after its receipt of the insurance proceeds paid in settlement in the casualty claim, and thereafter shall diligently pursue, or cause to be diligently pursued, the same to completion. Grantor and Grantee hereby release each other from any and all liability for any loss of or damage to property occurring in, on or about or to the Garage or personal property within the Garage by reason of fire, storm or other event which could be insured against under a standard fire and extended coverage insurance policy, regardless of cause, including the negligence of Grantor or Grantee and their tenants, licensees, invitees, agents, and employees, and agree that such insurance carried by either of them shall contain a clause whereby the insurer waives its right of subrogation against the other Party.

6. **Force Majeure.** The obligations of Grantor under Sections 4 and 5 hereof shall be subject to permitted delays due to Force Majeure. As used in this Agreement, "Force Majeure" means any act of God, fire, earthquake, flood, explosion, police action, invasion, insurrection, riot, mob violence, sabotage, strike, terrorism, condemnation, weather, material shortages, any court order, judgment or decree or other judicial action, finding or adjudging the absence of the ability, right, power or authority of the Grantor to carry out the terms of this Agreement, or otherwise preventing or enjoining the Grantor from proceeding with its obligations under this Agreement (provided no such court order, judgment or decree resulting from a petition, initiative or judicial action filed by Grantor shall be an event of Force Majeure), restraint by or of governmental, civil or military authorities.

7. **Costs.** In consideration of this Agreement and the Parking Easement and other rights granted to Grantee herein, Grantee hereby agrees to pay to Grantor on a monthly basis, Grantee's proportionate share of the costs incurred by Grantor in connection with (hereinafter the "Garage CAM"): (i) the ownership, operation, maintenance, and repair of the Garage, including without limitation costs for labor, security, supplies, utilities, maintenance, repairs, replacement parts or components, accounting and banking services, snow removal, cleaning, inspections, utilities and management fees, (ii) obtaining and maintaining casualty and liability insurance on the Garage Property, and (iii) real estate taxes and assessments levied upon or imposed against the Garage Property. Grantor and Grantee hereby agree that Grantee's proportionate share of Garage CAM shall be equal to the number of Parking Spaces (as the same may be reduced in accordance with Section 2) divided by the greater of (x) total number of parking spaces within the Garage, or (y) 1,276 parking spaces.

8. **Grantee's Covenants.** Grantee shall not, and shall not permit its tenants, licensees, invitees, agents, and employees to: (i) use the Garage in violation of any ordinance, statute, regulation, code, rule or order of any governmental authority; (ii) make, or permit to be made, any alterations to the Garage without the consent of Grantor; (iii) cause or permit injury or waste to the Garage; or (iv) use the Garage for any purpose other than as provided in this Agreement.

9. **Nature and Assignment of Easements and Rights.** The Parking Easement and other rights created by this Agreement, together with the benefits thereof, shall (i) run with the Hotel Parcel, and (ii) inure to the benefit of Grantee (as owner of the Hotel Parcel) and the grantees, assigns and successors of Grantee. The Parking Easement and other rights created by this Agreement, together with the burdens thereof shall (i) run with and bind the Garage Property, and (ii) bind the Grantor (as owner of the Garage Parcel) and the grantees, assigns and successors of Grantor. Each instrument conveying, granting, transferring, creating or assigning any interest in all or a part of the Garage Property, shall impose as limitations or restrictions upon the conveyed, transferred or assigned land, the burden of the Parking Easement and other rights granted hereunder which burden the Garage Property (whether or not the instrument of conveyance expressly imposes such limitation of restriction). Grantee shall have the right to (a) freely transfer, grant, assign, and convey in whole or in part the Parking Easement and any and all of the other rights granted to it hereunder to its tenants, licensees, invitees, agents, and employees, without the consent of Grantor, and (b) retain any revenue or proceeds it collects related to the use of the Parking Spaces hereunder.

10. **Indemnification.** Grantee shall indemnify, defend and hold harmless Grantor from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action of any and every kind or nature arising or growing out of or in any way connected with Grantee's use and occupancy of the Garage Property or breach of this Agreement. Grantor shall indemnify, defend and hold harmless Grantee from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action of any and every kind or nature arising or growing out of or in any way connected with Grantor's use and occupancy of the Garage Property or breach of this Agreement.

11. **Default and Remedies.** A Party shall be deemed to be in default of the terms and conditions contained in this Agreement upon the expiration of thirty (30) days after the receipt of written notice from a non-defaulting Party specifying the nature of the default; provided, however, the defaulting Party shall not be deemed to be in default if such failure (except the failure to pay any monetary obligation) cannot reasonably be cured within said thirty (30) day period, despite its good faith efforts to do so, and the defaulting Party shall have commenced to cure the default within said thirty (30) day period and diligently pursues such cure until completed. In the event of a default that is not cured as provided herein, a non-defaulting Party may cure such default and invoice the defaulting Party for the reasonable expenses incurred. If the defaulting Party does not pay within fifteen (15) days of the receipt of the demand) the non-defaulting Party may institute legal action against the defaulting Party for damages incurred, for specific performance and any other relief available at law or in equity.

12. **Attorneys' Fees.** In the event of any controversy, claim or dispute between the Parties arising from or relating to this Agreement, the Prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable costs, expenses and attorneys' fees (including, but not limited to, court costs and other expenses through all appellate levels) that it incurs in connection therewith. For purposes hereof, the term "Prevailing Party" includes, but is not limited to, a Party who obtains legal counsel brings any action against another Party by reason of an alleged breach or default and obtains substantially the relief sought, whether by compromise, settlement or judgment. The provisions of this section shall survive the termination of this Agreement.

13. **Notices.** All notices, invoices, or other communications required or desired to be given hereunder shall be in writing and shall be deemed to have been sufficiently given: (a) when delivered in person to the other Party; or (b) one (1) day after being sent by national overnight delivery service, with confirmation of receipt, addressed to the Party to which the same is directed at the address of such Party set forth below:

Notice to Grantor: Kite Realty Eddy Street Garage, LLC  
c/o Kite Realty Group  
30 South Meridian Street  
Suite 1100  
Indianapolis, Indiana 46204  
Attn: Daniel R. Sink

Notice to Grantee: University of Notre Dame Du Lac  
Attn: Mr. John A. Sejdinaj  
Vice President for Finance  
University of Notre Dame  
415 Main Building  
Notre Dame IN 46556-5602

Any Party may change its address for purposes of this Agreement by giving the other Party notice thereof in the manner provided for herein and properly recording such notice with the office of the Recorder of St. Joseph County, Indiana and cross-referencing this Agreement.

14. **Real Property Taxes.** Grantor shall pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities, all real property taxes and assessments which are levied against the Garage Property.

15. **Subject to Laws.** The exercise and enjoyment of any rights and easements under this Agreement are subject to any applicable laws and governmental restrictions, including without limitation zoning restrictions, and any other requirements of any governmental agency or otherwise of record with respect to the Garage Property.

16. **Miscellaneous.** The conditions, terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. The Section headings are included only for convenience, and shall not be construed to modify or affect the covenants, terms or provisions of any Section. This Agreement and the exhibits herein described

set forth the entire agreement of the Parties and shall not be amended or modified except by a written instrument signed by both Parties and expressly stating that it is a modification or an amendment of this Agreement.

17. **Title.** Grantor hereby covenants that it is the owner in fee simple of the Garage Parcel, is lawfully seized thereof and has a good right to grant and convey the Parking Easement and other rights contained herein.

18. **No Dedication or Joint Venture.** Nothing contained herein shall be construed as either creating a dedication or grant of any rights to the public or causing any Party to be a joint venturer or partner of any other Party.

19. **Severability.** The invalidity or unenforceability of any covenant, condition, term or provision in this Agreement shall not affect the validity and enforceability of any other covenant, condition, term or provision.

20. **Authority.** The individuals executing this Agreement on behalf of the Parties hereto warrant their capacity and authority to execute this Agreement on behalf of said Parties, respectively.

21. **Term; FS Hotel Ground Lease.** This Agreement and the Parking Easement and other rights contained herein, including Grantee's right to use the Parking Easement granted hereunder, shall commence upon the issuance of a certificate of occupancy of a hotel on the Hotel Parcel and thereafter be perpetual unless terminated (or otherwise amended) by written agreement of both the owner of the Garage Parcel and owner of the Hotel Parcel.

*[Signatures Appear on Next Page.]*

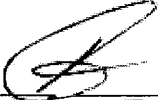
IN WITNESS WHEREOF, Grantor and Grantee have caused the execution of this FS Hotel Parking Easement Agreement as of the day, month and year first above written.

"GRANTOR"

"GRANTEE"

KITE REALTY EDDY STREET GARAGE,  
LLC

UNIVERSITY OF NOTRE DAME DU LAC

By: 

By: \_\_\_\_\_

Printed Name: Thomas K. McGowan

Printed Name: \_\_\_\_\_

Title: President of COU

Title: \_\_\_\_\_



IN WITNESS WHEREOF, Grantor and Grantee have caused the execution of this FS Hotel Parking Easement Agreement as of the day, month and year first above written.

**"GRANTOR"**

**"GRANTEE"**

KITE REALTY EDDY STREET GARAGE,  
LLC

UNIVERSITY OF NOTRE DAME DU LAC

By: \_\_\_\_\_

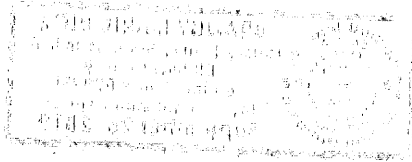
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

By:  \_\_\_\_\_

Printed Name: John A. [unclear] - Graves

Title: Executive Vice President



COUNTY OF Marion )  
 ) SS:  
STATE OF INDIANA )

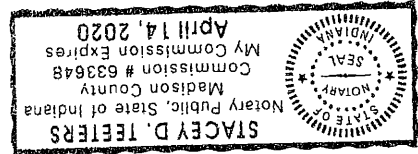
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Thomas K. McGowan, the President & COO of Kite Realty Eddy Street Garage, LLC, who acknowledged the execution of the foregoing FS Hotel Parking Easement Agreement for and on behalf of said company on the date of its execution set forth above.

WITNESS my hand and Seal this 27 day of April, 2015.

My Commission Expires:

April 14, 2020

Stacey D. Teeters  
Stacey D. Teeters, Notary Public  
Resident of Madison County, Indiana



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

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of University of Notre Dame Du Lac, who acknowledged the execution of the foregoing FS Hotel Parking Easement Agreement for and on behalf of said company on the date of its execution set forth above.

WITNESS my hand and Seal this \_\_\_\_ day of \_\_\_\_\_, 2015.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_, Notary Public  
Resident of \_\_\_\_\_ County, Indiana

This instrument was prepared by Andrew G. Helfrich of the law firm of Barnes & Thornburg LLP, 700 1st Source Bank Center, 100 North Michigan, South Bend, Indiana 46601, (574) 233 1171. 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. Andrew G. Helfrich

COUNTY OF \_\_\_\_\_ )  
 ) SS:  
STATE OF INDIANA )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Kite Realty Eddy Street Garage, LLC, who acknowledged the execution of the foregoing FS Hotel Parking Easement Agreement for and on behalf of said company on the date of its execution set forth above.

WITNESS my hand and Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_, Notary Public  
Resident of \_\_\_\_\_ County, Indiana

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

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Affleck Graves, the Executive Vice President of University of Notre Dame Du Lac, who acknowledged the execution of the foregoing FS Hotel Parking Easement Agreement for and on behalf of said company on the date of its execution set forth above.

WITNESS my hand and Seal this 23<sup>rd</sup> day of April, 2015.

My Commission Expires: \_\_\_\_\_

Brandy Rice  
\_\_\_\_\_, Notary Public  
Resident of Elkhart County, Indiana

9-26-19



This instrument was prepared by Andrew G. Helfrich of the law firm of Barnes & Thornburg LLP, 700 1st Source Bank Center, 100 North Michigan, South Bend, Indiana 46601, (574) 233 1171. 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. Andrew G. Helfrich



## EXHIBIT A

### GARAGE PARCEL

A PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 3 EAST, CITY OF SOUTH BEND, PORTAGE TOWNSHIP, ST. JOSEPH COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT NUMBER 2 OF THE PLAT OF "EDDY STREET COMMONS MAJOR SUBDIVISION (SECTION ONE)" RECORDED AS DOCUMENT # 0828220 IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY INDIANA, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF ANGELA BOULEVARD THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR THE NEXT THREE (3) COURSES, N. 88°23'08" E., 8.58 FEET, AND N. 65°41'36" E., 36.85 FEET, AND S. 89°21'11" E., 242.69 FEET; THENCE S. 00°34'09" W., 237.32 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S. 89°58'57" E., 290.53 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, AND HAVING AN ARC DISTANCE OF 5.03 FEET, TO THE END OF A CHORD BEARING S. 01°22'00" W., AND HAVING A DISTANCE OF 5.03 FEET, THENCE S. 00°38'39" W., 24.20 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1000.00 FEET, AND HAVING AN ARC DISTANCE OF 62.63 FEET, TO THE END OF A CHORD BEARING S. 01°08'50" E., AND HAVING A DISTANCE OF 62.62 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET, AND HAVING AN ARC DISTANCE OF 16.44 FEET, TO THE END OF A CHORD BEARING S. 02°28'14" E., AND HAVING A DISTANCE OF 16.44 FEET, THENCE N. 89°58'57" W., 69.99 FEET; THENCE S. 00°01'01" W., 140.67 FEET; THENCE N. 89°58'57" W., 355.42 FEET; THENCE N. 00°01'03" E., 248.92 FEET; THENCE S. 89°58'57" E., 133.28 FEET; TO THE POINT OF BEGINNING.

**EXHIBIT B**

**HOTEL PARCEL**

**LEGAL DESCRIPTION**

PARCEL I:

A PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 3 EAST, CITY OF SOUTH BEND, PORTAGE TOWNSHIP, ST. JOSEPH COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT NUMBER 2 OF THE PLAT OF "EDDY STREET COMMONS MAJOR SUBDIVISION (SECTION ONE)" RECORDED AS DOCUMENT # 0828220 IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY INDIANA, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF ANGELA BOULEVARD THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR THE NEXT THREE (3) COURSES, N. 88°23'08" E., 8.58 FEET, AND N. 65°41'36" E., 36.85 FEET, AND S. 89°21'11" E., 242.69 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S. 89°21'11" E., 317.50 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE S. 00°20'45" E., 87.96 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, AND HAVING AN ARC DISTANCE OF 79.13 FEET, TO THE END OF A CHORD BEARING S. 10°59'17" W., AND HAVING A DISTANCE OF 78.61 FEET, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, AND HAVING AN ARC DISTANCE OF 70.63 FEET, TO THE END OF A CHORD BEARING S. 12°12'16" W., AND HAVING A DISTANCE OF 70.27 FEET; THENCE N. 89°58'57" W., 290.53 FEET; THENCE N. 00°34'09" E., 237.32 FEET TO THE POINT OF BEGINNING.

PARCEL II:

RIGHTS AND BENEFITS OF A DRAINAGE EASEMENT DECLARATION MADE BY THE UNIVERSITY OF NOTRE DAME DU LAC AND RECORDED MAY 23, 2008 AS DOCUMENT NUMBER 0817401 IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA.

**EXHIBIT C**  
**GARAGE LAYOUT**

[See Attached.]

