



South Bend

Redevelopment Commission

227 West Jefferson Boulevard, Room 1308, South Bend, Indiana

Agenda

Regular Meeting, April 28, 2016, 9:30 a.m.

1. Roll Call

2. Approval of Minutes

A. Minutes of the Regular Meeting of Thursday, March 24, 2016

B. Minutes of the Regular Meeting of Thursday, April 14, 2016

3. Approval of Claims

A. Claims Submitted April 28, 2016

4. Old Business

5. New Business

A. Receipt of Bids

(1) Receipt of Bids for Property at 500 S. Lafayette & Main
(Old Studebaker Museum Block)

(2) Receipt of Bids for Property at 300 Block South Lafayette
(Parking Lot North of Schilling's)

B. River West Development Area

(1) Lease Agreement with Linden Grill (Michigan Street Retail)

(2) Agreement for Access Easement with 1011 LLC

(3) Grant of Permanent Utility Easement (3 Blackthorn Parcels)



(4) Consent and Subordination with PNC (Xanatek)

C. Ratification of Temporary Use Agreement (Sunburst Race)

D. Economic Update

6. Progress Reports

A. Tax Abatement

B. Common Council

C. Other

7. Next Commission Meeting:

Thursday, May 12, 2016, 9:30 a.m.

8. Adjournment

NOTICE FOR HEARING AND SIGHT IMPAIRED PERSONS

Auxiliary Aid or Other Services are Available upon Request at No Charge.

Please Give Reasonable Advance Request when Possible.



South Bend

Redevelopment Commission

227 West Jefferson Boulevard, Room 1308, South Bend, Indiana

Item: 2:A

SOUTH BEND REDEVELOPMENT COMMISSION REGULAR MEETING

March 24, 2016

9:30 a.m.

Presiding: Marcia Jones, President

227 West Jefferson Boulevard

South Bend, Indiana

The meeting was called to order at 9:32 a.m.

1. ROLL CALL

Members Present:

Marcia Jones, President
David Varner, Vice President
Don Inks, Secretary
Greg Downes
Gavin Ferlic

Members Absent:

John Anella

Legal Counsel:

Benjamin Dougherty, Esq.

Redevelopment Staff:

David Relos, Associate
Beth Leonard, Recording Secretary

Others Present:

Scott Ford, Executive Director
Brian Pawlowski, Assistant Executive Director
Aaron Kobb, Director, Economic Resources
Jitin Kain, Deputy Director, Public Works
David Rafinski
Dan Boecher
A.J. Patel
N. J. Patel
Erin Blasko

2. APPROVAL OF MINUTES

A. Approval of Minutes of the Regular Meeting of Thursday, March 10, 2016

Upon a motion by Commissioner Downes, seconded by Secretary Inks the motion carried 5-0, the Commission approved the Minutes of the Regular Meeting of Thursday, March 10, 2016.

3. APPROVAL OF CLAIMS

A. Claims Submitted March 24, 2016

324 Fund River West Development Area

Hull & Associates Inc.	2,935.34	Extended General Consulting
St. Joe Valley Metronet, Inc.	9,762.00	Manufacturing Technology, Inc.
Lawson-Fisher Associates	4,256.78	Consulting; remediation at Ignition Park

429 Fund River East Development Area

VS Engineering	11,176.00	Safe Routes to School – Perley
Sandra J. Case	50,867.97	Replacement Housing – 3814 S. Michigan

430 Fund South Side TIF Area No. 1

Mordechai Aharon	765.00	Purchase of right-of-way Ireland Road
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\$79,763.09

Upon a motion by Commissioner Ferlic, seconded by Commissioner Downes the motion carried 5-0, the Commission approved the claims submitted March 24, 2016.

4. OLD BUSINESS

None.

5. NEW BUSINESS

A. Receipt of Bids

(1) Receipt of Bids for Property at Hamilton Towing Block

Mr. Relos stated no bids have been received. The City will now have the option of working with any developers which may come forward after 30 days

B. Other

(1) Approval of Resolution No. 3334 Honoring Scott C. Ford for His Outstanding Service to the City of South Bend

President Jones read into the record:

**A RESOLUTION HONORING
SCOTT C. FORD FOR EXTRAORDINARY SERVICE TO THE
SOUTH BEND COMMUNITY AND
SOUTH BEND REDEVELOPMENT COMMISSION**

WHEREAS, Scott C. Ford is a committed community leader who has served the South Bend community for the past four years as the Executive Director of Community Investment for the City of South Bend and worked closely with the Redevelopment Commission; and

WHEREAS, during service to our community, Scott worked tirelessly to establish a level of professionalism, accountability, and a commitment to customer service in the City's community investment activities; and

WHEREAS, Under Scott's leadership the Department of Community Investment team obtained an unprecedented volume of opportunities to support job creation and investment in the community, with over 2,500 new jobs announced and \$364 million in private investment during his tenure; and

WHEREAS, Scott led the department in the development and implementation of many critical projects with substantial community impact such as: the Notre Dame Turbomachinery Lab, Nello Manufacturing campus, Union Station Technology Center and the Noble Americas Ethanol Plant; and

WHEREAS, Scott's foresight and ingenuity led to the successful repurposing of several key downtown South Bend assets such as the LaSalle Hotel, Hoffman Hotel, College Football Hall of Fame, Chase Tower, One Michiana Square and JMS building; and

WHEREAS, Scott was pivotal in spearheading the process leading to the \$42 million infrastructure program known as Smart Streets to convert downtown one-way streets into two-way streets; and

WHEREAS, Scott's tenacity and perseverance allowed the City to almost seamlessly re-align its TIF districts resulting in a more effective means to meet the City's challenges; and

WHEREAS, Scott oversaw construction of improvements to Lincolnway West and Western Avenue as part of the West Side Main Streets Plan; and

WHEREAS, Scott played a role in the successful execution of the Mayor's challenge to address 1,000 blighted properties in 1,000 days; and

NOW, THEREFORE, BE IT RESOLVED that the South Bend Redevelopment Commission hereby honors Scott C. Ford for his extraordinary commitment and distinguished service to the City of South Bend; thanks him for the outstanding contributions he has made; and declares it will sincerely miss his diligent work in the community.

ADOPTED at a meeting of the South Bend Redevelopment Commission held on March 24, 2016, at 1308 County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana 46601.

C. River West Development Area

President Jones requested Items 5.C. (1), 5.C. (2), and 5.C. (3) be considered simultaneously as they pertain to the disposition of property in the 300 Block of S. Lafayette (Parking Lot North of Schillings).

Mr. Relos updated the Commission on the desire to start the process on disposition of property in the 300 Block of S. Lafayette. Asking for the approval from the Commission on the three items listed below.

(1) Approval of Resolution No. 3332 Establishing the Offering Price of Property in the 300 Block of S. Lafayette (Parking Lot North of Schillings)

Upon a motion by Secretary Inks, seconded by Commissioner Downes the motion carried 5-0, the Commission approved Resolution No. 3332 establishing the offering price of property located at 300 block of S. Lafayette (Parking Lot North of Schillings)

(2) Approval of Bid Specifications and Design Considerations for Property in the (Parking Lot North of Schillings)

Upon a motion by Secretary Inks, seconded by Commissioner Downes the motion carried 5-0, the Commission approved the bid specifications and design considerations for property located at 300 block of S. Lafayette (Parking Lot North of Schillings).

(3) Authorization to Publish the Notice of Intended Disposition of Property with Publication Dates of April 1, 2016 and April 8, 2016 for Property 300 block of S. Lafayette (Parking Lot North of Schillings)

Upon a motion by Secretary Inks, seconded by Commissioner Downes the motion carried 5-0, the Commission approved the authorization to publish the Notice of Intended Disposition of Property with publication dates of April 1, 2016 and April 8, 2016 for property located at 300 block of S. Lafayette (Parking Lot North of Schillings).

President Jones requested Items 5.C. (4), 5.C. (5), and 5.C. (6) be considered simultaneously as they pertain to the disposition of property in the 500 Block of S. Lafayette (Old Studebaker Museum Block).

Mr. Relos updated the Commission on the desire to start the process on disposition of property located at 500 Block of S. Lafayette and Main (Old Studebaker Museum Block). Asking for the approval from the Commission on the three items listed below.

(4) Approval of Resolution No. 3333 Setting the Disposition Offering Price for Property in the 500 Block of S. Lafayette and Main (Old Studebaker Museum Block)

Upon a motion by Commissioner Ferlic, seconded by Commissioner Downes the motion carried 5-0, the Commission approved Resolution No. 3333 establishing the offering price of property located at 500 Block of S. Lafayette and Main (Old Studebaker Museum Block).

(5) Approval of Bid Specifications and Design Considerations for Property in 500 Block of S. Lafayette and Main (Old Studebaker Museum Block)

Upon a motion by Commissioner Ferlic, seconded by Commissioner Downes the motion carried 5-0, the Commission approved the bid specifications and design considerations for property located at 500 Block of S. Lafayette and Main (Old Studebaker Museum Block).

(6) Authorization to Publish the Notice of Intended Disposition of Property with Publication Dates of April 1, 2016 and April 8, 2016 for Property in 500 block of S. Lafayette and Main (Old Studebaker Museum)

Upon a motion by Commissioner Ferlic, seconded by Commissioner Downes the motion carried 5-0, the Commission approved the bid specifications and design considerations for property located at 500 Block of S. Lafayette and Main (Old Studebaker Museum Block).

(7) Approval of Purchase Agreement for Sale of Land (Schillings Property)

Mr. Pawlowski updated the Commission on a proposal by Jones Petrie Rafinski to invest at least \$650,000 into the building over the next 18 months for interior renovations, roofing improvements and a complete façade renovation. This move will add to the daily downtown professional workforce. Jones Petrie Rafinski will waive the due diligence period upon commission approval.

Upon a motion by Commissioner Ferlic, seconded by Commissioner Downes the motion carried 5-0, the Commission approved the approval of Purchase Agreement for Sale of Land (Schillings Property).

(8) Approval of First Amendment to Development Agreement for Southhold, LLC (former College Football Hall of Fame Property)

Mr. Ford reported that on April 15, 2015 the Commission approved a partnership with JSK/Southhold LLC for the sale of former College Football Hall of Fame property and adjacent parking lot for a mixed use redevelopment project to include office, retail space and a hotel. They have expanded the project scope from \$10,000,000 investment for the hotel to \$12,000,000 to \$14,000,000. This seeks to amend the incentive associated with the site improvements for an additional not to exceed \$500,000 which adds to the original site commitment \$700,000. The developer will provide a personal guarantee for the increased city commitment, with the Redevelopment Commission providing no more than 70 reserved parking spaces at the Leighton Garage for hotel guests.

Upon a motion by Commissioner Ferlic, seconded by Commissioner Downes the motion carried 5-0, the Commission approved the approval of First Amendment to Development Agreement for Southhold, LLC (former College Football Hall of Fame Property).

(9) Approval of Downtown Utility Infrastructure Budget Increase

Mr. Kain presented a need for utility infrastructure in the amount of \$415,000 from the RiverWest Development Area. The change in site plan orientation for the new hotel on the St. Joseph/Jefferson lot will be to minimize conflicts with the utilities, such as moving storm line, gas lines, sewer lines and manholes.

Upon a motion by Commissioner Ferlic, seconded by Commissioner Downes the motion carried 5-0, the Commission approved the approval of Downtown Utility Infrastructure Budget Increase.

(10) Approval of Resolution No. 3335 Approving Amendments to Agreements with Lippert Components Manufacturing, Inc.

Mr. Kobb presented an update from the May 15, 2014 original development agreement adding two amendments of the equipment bought and received through Public Works procurement.

Upon a motion by Commissioner Ferlic, seconded by Commissioner Downes the motion carried 5-0, the Commission approved the approval of Resolution No. 3335 Approving Amendments to Agreements with Lippert Components Manufacturing, Inc.

(11) Economic Development Update

Mr. Ford announced that the Administration has come to an agreement with the Pokagon Band of Potawatomi. Terms will be coming forward outlining a pilot program with a split of 50 percent of funds to support anti-poverty efforts and economic development.

6. PROGRESS REPORTS

Mr. Kobb presented an update on 10 Tax Abatements from the March 10, 2016 meeting; eight declaratory, one reconfirming and one confirming on the Chase Tower. Two confirmings to come forward in the April meeting.

7. NEXT COMMISSION MEETING

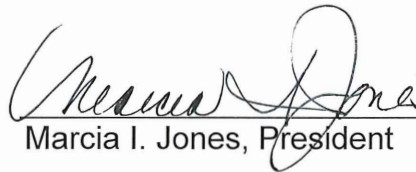
Thursday, April 14, 2016, at 9:30 a.m.

8. ADJOURNMENT

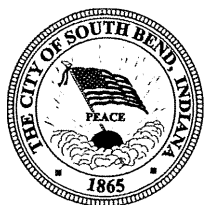
The meeting was adjourned at 10:00 a.m.



Aaron Kobb, Director of Economic Resources



Marcia I. Jones, President



South Bend

Redevelopment Commission

227 West Jefferson Boulevard, Room 1308, South Bend, Indiana

SOUTH BEND REDEVELOPMENT COMMISSION REGULAR MEETING

April 14, 2016

9:30 a.m.

Presiding: Don Inks, Secretary

227 West Jefferson Boulevard
South Bend, Indiana

The meeting was called to order at 9:39 a.m.

1. ROLL CALL

Members Present: Don Inks, Secretary
Greg Downes
Gavin Ferlic

Members Absent: Marcia Jones, President
Dave Varner, Vice President
John Anella

Legal Counsel: Benjamin Dougherty, Esq.

Redevelopment Staff: David Relos, Associate
Mary Brazinsky, Recording Secretary

Others Present: Brian Pawlowski, Assistant Executive Director
Aaron Kobb, Director, Economic Resources
Beth Leonard, Director, Administration & Finance
Conrad Damain
Kevin Allen

2. APPROVAL OF MINUTES

A. Approval of Minutes of the Regular Meeting of Thursday, March 24, 2016

Request to table the minutes of the regular meeting of Thursday, March 24, 2016.

Upon a motion by Commissioner Downes, seconded by Commissioner Ferlic the motion carried 3-0, the Commission approved the request to table the minutes of the regular meeting of Thursday, March 24, 2016.

3. APPROVAL OF CLAIMS

A. Claims Submitted April 14, 2016

324 Fund River West Development Area

RealAmerica Development, Mgmt & Design	11,749.50	The LaSalle Apartment
Aunalytics Inc.	829,868.00	Equipment Purchase for the Advanced Centers for Cancer Care
Burkhart Adv.	26,418.00	Billboard Termination for PNA Building
Hyundai Translead	225,090.00	Purchase Tractor Trailers for Lippert Components
Walsh Kelly Inc.	570,020.24	Ignition Park Infrastructure PH 1C, Division A
Richard Economakis Architectural Design	4,500.00	Hall of Fame Plaza
Jones Petrie Rafinski	18,498.75	Southold LLC Agreement Land Surveying
Weaver Consultants Group	3,810.88	Ivy Tower
Kolata Enterprises LLC	5,647.50	Contract to Assist with Brownfield
Rieth-Riley construction Co., Inc.	255,867.11	Western Ave Corridor Improvement
Gilbert Gorski	4,500.00	New Street Configuration Illustrations
Kil Architecture Planning	5,425.48	500 Block S Michigan
Hull & Associates, Inc.	11,035.55	General Consulting/Remedy/ACA/Amend RWP/Assessment
City of South Bend	36,587.25	Ignition PK
Rich & Associates	3,909.96	Legal Services
Tri County News	275.76	Parking Study
		Notice to Bidders
430 Fund South Side TIF Area No. 1		
Lawson-Fisher Associates	13,985.25	Roundabout Intersection Improvements Chippewa Ave @ Michigan & Main
DLZ	840.00	Ireland right of way
439 Fund Certified Technology Park		
Sigma Thermal, Inc.	142,912.70	Ignition Park
	<u>2,175,916.63</u>	

Upon a motion by Commissioner Downes, seconded by Commissioner Ferlic the motion carried 3-0, the Commission approved the Claims submitted April 14, 2016.

4. Old Business

None.

5. New Business

A. Receipt of Bids

(1) Receipt of Bids for Property at 122 S. Michigan Street

Mr. Relos updated the Commission on the receipt of bids for the property at 122 S. Michigan Street. Today at 9:00 am was the deadline for the receipt of bids on this property that was advertised. No bids were received. After 30 days we are free to go to the open market and negotiate if anyone steps forward.

B. River West Development Area

Secretary Inks requested Items 5.B.(1), 5.B.(2), 5.B.(3) and 5.B.(4) be considered simultaneously as they pertain to approving amendments to agreements with Nello Inc. and conveyance of certain equipment to Nello Inc.

Mr. Kobb updated the Commission on Resolution No. 3336 Approving Amendments to Agreements with Nello Inc. and Conveyance of Certain Equipment to Nello Inc. The first item is the First Amendment to Economic Development Memorandum of Understanding that was executed on June 20, 2014 between the Commission and Nello, Inc. This details the year one and year two equipment that was purchased through Public Works. The next amendment is the First Amendment to Equipment Lease Agreement that was originally executed on July 21, 2014 between the Commission and Nello, Inc. This lists the year two equipment under the lease. They have met their milestone and want to execute their right to purchase the year one equipment. Their first milestone was to obtain their Certificate of Occupancy on the building and hiring 20 full-time employees, which enables them to exercise their option to purchase the year one equipment. This amendment will list out the year two equipment currently on the lease. There will be a third document executed by the Commission which is the Bill of Sale, to sell the equipment to Nello, Inc. for \$2. There are more procurements being purchased through Public Works which will be for the year three agreement.

(1) Approval of Resolution No. 3336 Approving Amendments to Agreements with Nello Inc. and Conveyance of Certain Equipment to Nello Inc.

Upon a motion by Commissioner Downes, seconded by Commissioner Ferlic the motion carried 3-0, the Commission approved the requested Item 5.B.(1), Approving Amendments to Agreements with Nello Inc. and Conveyance of Certain Equipment to Nello Inc. submitted April 14, 2016.

(2) First Amendment to Economic Development Memorandum of Understanding

Upon a motion by Commissioner Downes, seconded by Commissioner Ferlic the motion carried 3-0, the Commission approved the requested Item 5.B. (2), Approving First Amendment to Economic Development Memorandum of Understanding submitted April 14, 2016.

(3) First Amendment to Equipment Lease Agreement

Upon a motion by Commissioner Downes, seconded by Commissioner Ferlic the motion carried 3-0, the Commission approved the requested Item 5.B. (3), Approving First Amendment to Equipment Lease Agreement submitted April 14, 2016.

(4) Bill of Sale

Upon a motion by Commissioner Downes, seconded by Commissioner Ferlic the motion carried 3-0, the Commission approved the requested Item 5.B. (4), Approving Bill of Sale submitted April 14, 2016.

C. Ratification of Temporary Use of Redevelopment Commission Property

Mr. Relos updated the Commission on the Ratification of Temporary Use of Redevelopment Commission Property. This is an annual request for the AIDS Ministries to use the top of the Wayne Street parking garage located at 121 Wayne Street for two dates; June 17th and August 12th from 1:00pm to 10:30pm.

South Bend Redevelopment Commission and AIDS Ministries/AIDS Assist of North Indiana, Inc. Friday, June 17, 2016 1:00 p.m. to 10:30 p.m. (the “First Event”) and from Friday, August 12, 2016 1:00 p.m. to 10:30 p.m. (the “Second Event”)

Upon a motion by Commissioner Downes, seconded by Commissioner Ferlic the motion carried 3-0, the Commission approved the Ratification of Temporary Use of Redevelopment Commission Property submitted April 14, 2016.

6. Progress Reports

Mr. Relos stated that there are no new progress reports.

- A. Tax Abatement
- B. Common Council
- C. Other

7. Next Commission Meeting:

Thursday, April 28, 2016, 9:30 a.m.

8. Adjournment

Thursday, April 14, 2016, 9:42 a.m.



Aaron Kobb, Director of Economic Resources

Marcia I. Jones, President

Item: 3:A

Claims submitted

Explanation of Project

Redevelopment Commission Claims submitted April 28, 2016 for approval

324 RIVER WEST DEVELOPMENT AREA

Jones Petrie Rafinski	21,433.75	Bartlett St Roundabout
Earth Exploration	1,251.00	Ignition Park Construction Material Test
Hull & Associates Inc.	11,035.25	Assessment & Remediation Oliver Industrial Park / General Consulting
IDEM	2,493.75	Oliver Plow
American Electric Power	1,429.78	Upgrade existing overhead service to underground

422 FUND WEST WASHINGTON DEVELOPMENT TIF

Lehman & Lehman Inc.	2,194.50	City Cemetery Master Plan
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Subtotal by Column

\$39,838.03

Total Of Both Columns

GRANT OF PERMANENT UTILITY EASEMENT

THIS INDENTURE made this ___ day of _____, 2016, by and between the City of South Bend Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (Grantor), and the Civil City of South Bend, Indiana, by and through its Board of Public Works (Grantee), whose mailing address is 227 West Jefferson Boulevard, County-City Building, Suite 1300 N., South Bend, Indiana, 46601, in favor of the Civil City of South Bend, its successors and assigns.

WITNESSETH:

Grantor hereby grants, conveys, and warrants to Grantee a permanent easement of the nature and at the location hereinafter set forth as described, only for the installation, construction, operation, maintenance, adjustment, replacement, repair, alteration, removal, modernization, and use of a sanitary sewer, water main, and storm sewer systems and related facilities; together with the right of ingress to and egress from said easement for the purpose of installing, constructing, operating, maintaining, adjusting, replacing, repairing, altering, removing, and modernizing said system and other equipment or facilities incident thereto, in, upon, over, and under certain real property located in the City of South Bend, Indiana, as more particularly described and depicted in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein.

The Grantor acknowledges its right to just compensation and hereby waives its right of said compensation.

The easement granted herein shall pertain to the air surface and subsurface rights and interests of the Grantor, for the use and benefit of the Grantee, to the nature and extent that the Grantee may desire said air, surface, and subsurface rights and interests to accomplish and carry out the general purpose of this conveyance as the same has hereinabove been expressed. The easement hereby granted is for the exclusive benefit of the City of South Bend, Indiana, and expressly includes the right and privilege at reasonable times to clean and remove from said easement such timber, brush, debris, or other obstructions interfering with the sanitary sewer system, storm sewer system, and water main system.

The Grantee agrees that construction shall have limited impact on the surrounding area and agrees to restore that area disturbed by its work to as near the original condition as possible.

The Grantor reserves the right to use and occupy the surface area on and over the easement provided that said use and occupancy does not in any way conflict or obstruct the Grantee's right to use said surface for the purposes and intentions hereinabove expressed.

The easement granted herein and the associated benefits and obligations shall constitute covenants running with the real estate, and shall be binding upon the Grantor, and be an obligation thereof of every person or entity now or hereafter having any fee, leasehold, or other interest in all or any part of the said real estate.

This indenture shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

The Grantor hereby covenants with the Civil City of South Bend that it is lawfully seized and possessed of the parcel of real estate hereinabove described; that it has good and lawful right to convey and that the property is free of all encumbrances that would conflict with the right herein granted, except such encumbrances, easements, covenants, restrictions, and other matters appearing of record.

The Grantee agrees and undertakes to hold Grantor free and harmless from any liability, loss, costs, damages or expenses, which Grantor may incur as a result of any claims or actions, which may be made by any person arising out of Grantee's rights granted hereunder as they relate to the storm sewer system and related facilities.

The Grantor hereby releases any and all claims from whatsoever cause, incidental to the exercise of any rights herein granted.

[Signature page follows.]

IN WITNESS WHEREOF, Grantor has executed this Grant of Permanent Utility Easement on the date set forth above.

GRANTOR:

CITY OF SOUTH BEND,
DEPARTMENT OF REDEVELOPMENT

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

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

Before me, the undersigned, a Notary Public for and in said County and State, this ____ day of _____, 2016, personally appeared Marcia I. Jones and Donald E. Inks, the President and Secretary, respectively, of the South Bend Redevelopment Commission, and acknowledged execution of the foregoing Grant of Permanent Utility Easement for and on behalf of the South Bend Redevelopment Commission.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

(SEAL)

Commission expires: _____
_____, Notary Public
Resident of _____ County, _____

This instrument was prepared by Benjamin J. Dougherty, Assistant City Attorney, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601.

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. Benjamin J. Dougherty.

4000.0000047 48047463.001

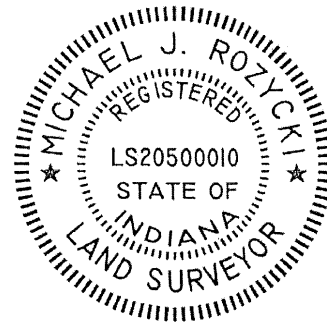
EASEMENT DESCRIPTION:

INGRESS/EGRESS AND SANITARY SEWER EASEMENT OVER AND UNDER PART OF LOT 8 IN BLACKTHORN CORPORATE OFFICE PARK MINOR SUBDIVISION # 7, RECORDED IN INSTRUMENT NUMBER 9836274 IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE SOUTH 89°49'35"EAST ALONG THE SOUTH LINE OF SAID LOT 8, 15.00 FEET; THENCE NORTH 00°08'36"EAST PARALLEL TO WEST LINE OF SAID LOT 8, 424.75 FEET; THENCE NORTH 45°08'36"EAST, 14.14 FEET; THENCE SOUTH 89°51'24"EAST, 561.77 FEET; THENCE NORTH 00°08'36" EAST, 30.00 FEET; THENCE NORTH 89°51'24"WEST, 586.77 FEET TO THE WEST LINE OF SAID LOT 8; THENCE SOUTH 00°08'36"WEST ALONG THE WEST LINE OF SAID LOT 8, 464.74 FEET TO THE POINT OF BEGINNING, SAID EASEMENT CONTAINS 0.56 ACRES, MORE OR LESS, AND SUBJECT TO EASEMENTS OF RECORD.

SAID EASEMENT IS BASED UPON RECORD DOCUMENTS. NO SURVEY WAS PREFORMED TO PRODUCE THIS LEGAL DESCRIPTION.

THIS EASEMENT DESCRIPTION WAS PREPARED BY MICHAEL J. ROZYCKI, INDIANA REGISTERED LAND SURVEYOR, LICENCE NUMBER 20500010, ON THE 29TH DAY OF OCTOBER, 2010.

Michael J. Rozycki
MICHAEL J. ROZYCKI, P.L.S. 11/5/2010
PROFESSIONAL LAND SURVEYOR #LS20500010 DATE
STATE of INDIANA



E:\CIVIL 3D\ENGR PROJ\W930372\W93Easements\Lot 8 easement.dwg, LOT 8-B, 11/4/2010 1:16:42 PM, jmueller, 1:1

LOT 8
BLACKTHORN CORPORATE OFFICE PARK
MINOR SUBDIVISION #7
SEC. 20-T38N-R2E
ST. JOSEPH COUNTY, IN

 ABONMARCHE CONSULTANTS, L.L.C.

750 Lincoln Way East
South Bend, Indiana 46601
(574) 232-8700
FAX: (574) 251-4440

Fort Wayne, Indiana
Benton Harbor, Michigan
Manistee, Michigan

ENGINEERING / LAND SURVEYING / PLANNING / CONSTRUCTION SERVICES

SCALE:

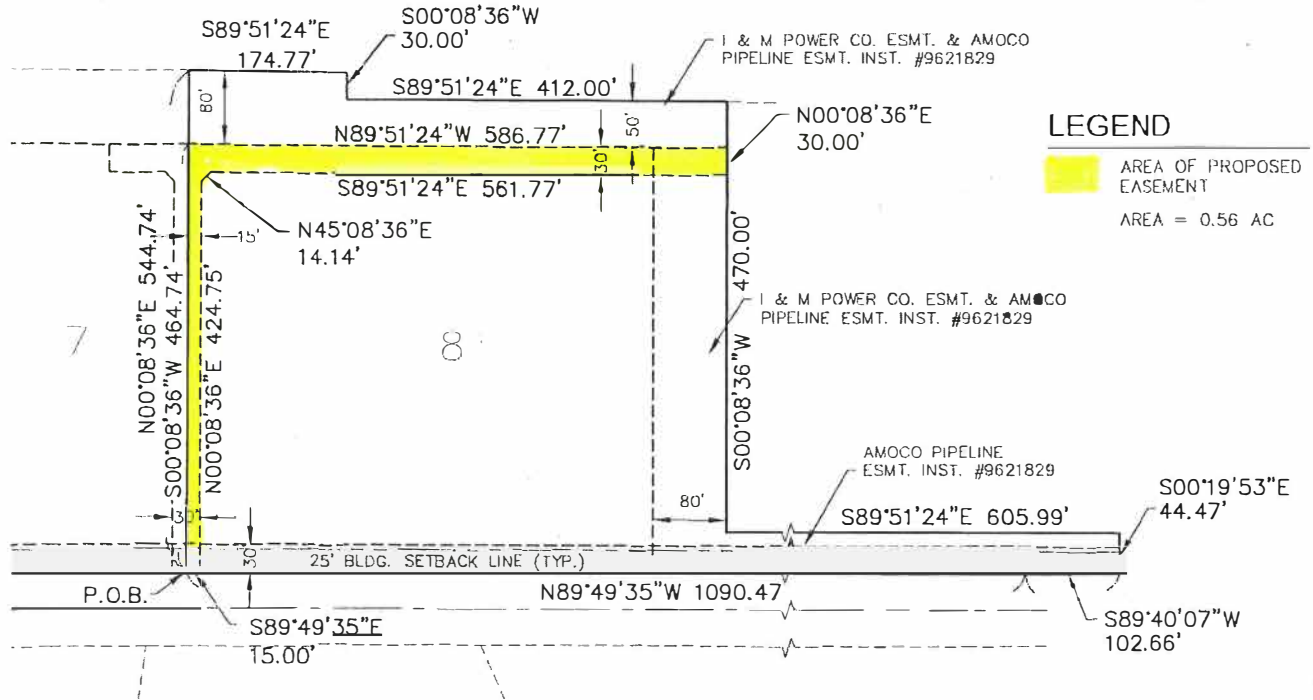
DATE: 10/29/10

DRAWN BY: JLM

CHECKED BY: MJR

EXHIBIT "B"

INDIANA EAST-WEST TOLLROAD (I-80/90)

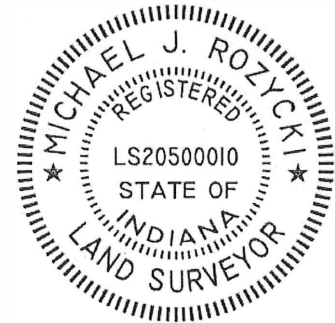


LEGEND

AREA OF PROPOSED EASEMENT
 AREA = 0.56 AC

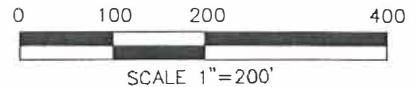
THIS EASEMENT DESCRIPTION WAS PREPARED BY MICHAEL J. ROZYCKI, INDIANA REGISTERED LAND SURVEYOR, LICENCE NUMBER 20500010, ON THE 29TH DAY OF OCTOBER, 2010.

Michael J. Rozycki 11/5/2010
 MICHAEL J. ROZYCKI, P.L.S. DATE
 PROFESSIONAL LAND SURVEYOR #LS20500010
 STATE OF INDIANA



RECORD INFORMATION: BLACKTHORN CORPORATE OFFICE PARK
 MINOR SUBDIVISION #7 INSTR. 9836274

NOTE: DIMENSIONS SHOWN ARE FROM THE ABOVE LISTED RECORD DOCUMENTS



LOT 8
 BLACKTHORN CORPORATE OFFICE PARK
 MINOR SUBDIVISION #7
 SEC. 20-T38N-R2E
 ST. JOSEPH COUNTY, IN

ABONMARCHE CONSULTANTS, L.L.C.

750 Lincoln Way East
 South Bend, Indiana 46601
 (574) 232-8700
 FAX: (574) 251-4440

Fort Wayne, Indiana
 Benton Harbor, Michigan
 Manistee, Michigan

ENGINEERING / LAND SURVEYING / PLANNING / CONSTRUCTION SERVICES

SCALE: 1"=200'

DATE: 10/29/10

DRAWN BY: JLM

CHECKED BY: MJR

E:\CIVIL 3D\ENG PROJ\MS0372\wp\Easements\Lot 8 easement.dwg, LOT 8 PG1, 11/5/2010 12:48:38 PM, jmueller, 11

GRANT OF PERMANENT UTILITY EASEMENT

THIS INDENTURE made this ___ day of _____, 2016, by and between the City of South Bend Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (Grantor), and the Civil City of South Bend, Indiana, by and through its Board of Public Works (Grantee), whose mailing address is 227 West Jefferson Boulevard, County-City Building, Suite 1300 N., South Bend, Indiana, 46601, in favor of the Civil City of South Bend, its successors and assigns.

WITNESSETH:

Grantor hereby grants, conveys, and warrants to Grantee a permanent easement of the nature and at the location hereinafter set forth as described, only for the installation, construction, operation, maintenance, adjustment, replacement, repair, alteration, removal, modernization, and use of a sanitary sewer, water main, and storm sewer systems and related facilities; together with the right of ingress to and egress from said easement for the purpose of installing, constructing, operating, maintaining, adjusting, replacing, repairing, altering, removing, and modernizing said system and other equipment or facilities incident thereto, in, upon, over, and under certain real property located in the City of South Bend, Indiana, as more particularly described and depicted in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein.

The Grantor acknowledges its right to just compensation and hereby waives its right of said compensation.

The easement granted herein shall pertain to the air surface and subsurface rights and interests of the Grantor, for the use and benefit of the Grantee, to the nature and extent that the Grantee may desire said air, surface, and subsurface rights and interests to accomplish and carry out the general purpose of this conveyance as the same has hereinabove been expressed. The easement hereby granted is for the exclusive benefit of the City of South Bend, Indiana, and expressly includes the right and privilege at reasonable times to clean and remove from said easement such timber, brush, debris, or other obstructions interfering with the sanitary sewer system, storm sewer system, and water main system.

The Grantee agrees that construction shall have limited impact on the surrounding area and agrees to restore that area disturbed by its work to as near the original condition as possible.

The Grantor reserves the right to use and occupy the surface area on and over the easement provided that said use and occupancy does not in any way conflict or obstruct the Grantee's right to use said surface for the purposes and intentions hereinabove expressed.

The easement granted herein and the associated benefits and obligations shall constitute covenants running with the real estate, and shall be binding upon the Grantor, and be an obligation thereof of every person or entity now or hereafter having any fee, leasehold, or other interest in all or any part of the said real estate.

This indenture shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

The Grantor hereby covenants with the Civil City of South Bend that it is lawfully seized and possessed of the parcel of real estate hereinabove described; that it has good and lawful right to convey and that the property is free of all encumbrances that would conflict with the right herein granted, except such encumbrances, easements, covenants, restrictions, and other matters appearing of record.

The Grantee agrees and undertakes to hold Grantor free and harmless from any liability, loss, costs, damages or expenses, which Grantor may incur as a result of any claims or actions, which may be made by any person arising out of Grantee's rights granted hereunder as they relate to the storm sewer system and related facilities.

The Grantor hereby releases any and all claims from whatsoever cause, incidental to the exercise of any rights herein granted.

[Signature page follows.]

IN WITNESS WHEREOF, Grantor has executed this Grant of Permanent Utility Easement on the date set forth above.

GRANTOR:

CITY OF SOUTH BEND,
DEPARTMENT OF REDEVELOPMENT

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

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

Before me, the undersigned, a Notary Public for and in said County and State, this ____ day of _____, 2016, personally appeared Marcia I. Jones and Donald E. Inks, the President and Secretary, respectively, of the South Bend Redevelopment Commission, and acknowledged execution of the foregoing Grant of Permanent Utility Easement for and on behalf of the South Bend Redevelopment Commission.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

(SEAL)

Commission expires: _____
_____, Notary Public
Resident of _____ County, _____

This instrument was prepared by Benjamin J. Dougherty, Assistant City Attorney, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601.

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. Benjamin J. Dougherty.

4000.0000047 48047463.001


EXHIBIT "A"

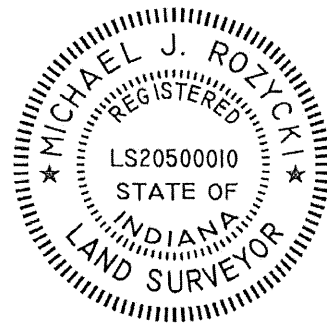
EASEMENT DESCRIPTION:

INGRESS/EGRESS AND SANITARY SEWER EASEMENT OVER AND UNDER PART OF LOT 7 IN BLACKTHORN CORPORATE OFFICE PARK MINOR SUBDIVISION # 7, RECORDED IN INSTRUMENT NUMBER 9836274 IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7; THENCE NORTH 89°49'35" WEST ALONG THE SOUTH LINE OF SAID LOT 7, 15.00 FEET; THENCE NORTH 00°08'36" EAST PARALLEL TO EAST LINE OF SAID LOT 7, 424.73 FEET; THENCE NORTH 44°51'24" WEST, 14.14 FEET; THENCE NORTH 89°51'24" WEST PARALLEL TO NORTH LINE OF SAID LOT 7, 60.00 FEET; THENCE NORTH 00°08'36" EAST PARALLEL TO SAID EAST LINE OF LOT 7, 30.00 FEET; THENCE SOUTH 89°51'24" EAST PARALLEL TO NORTH LINE OF SAID LOT 7, 85.00 FEET TO THE EAST LINE OF SAID LOT 7; THENCE SOUTH 00°08'36" WEST 464.74 FEET TO THE POINT OF BEGINNING, SAID EASEMENT CONTAINS 0.21 ACRES, MORE OR LESS, AND SUBJECT TO EASEMENTS OF RECORD.

SAID EASEMENT IS BASED UPON RECORD DOCUMENTS. NO SURVEY WAS PREFORMED TO PRODUCE THIS LEGAL DESCRIPTION.

THIS EASEMENT DESCRIPTION WAS PREPARED BY MICHAEL J. ROZYCKI, INDIANA REGISTERED LAND SURVEYOR, LICENCE NUMBER 20500010, ON THE 29TH DAY OF OCTOBER, 2010.


 MICHAEL J. ROZYCKI, P.L.S. 11/19/2010
 PROFESSIONAL LAND SURVEYOR #LS20500010 DATE
 STATE of INDIANA



E:\CIVIL 3D\LENG PROJ\190372\dwg\Easements\Lot 7 easement.dwg, LOT 7 PG 2, 11/17/2010 4:45:44 PM, jmueller, 1:1


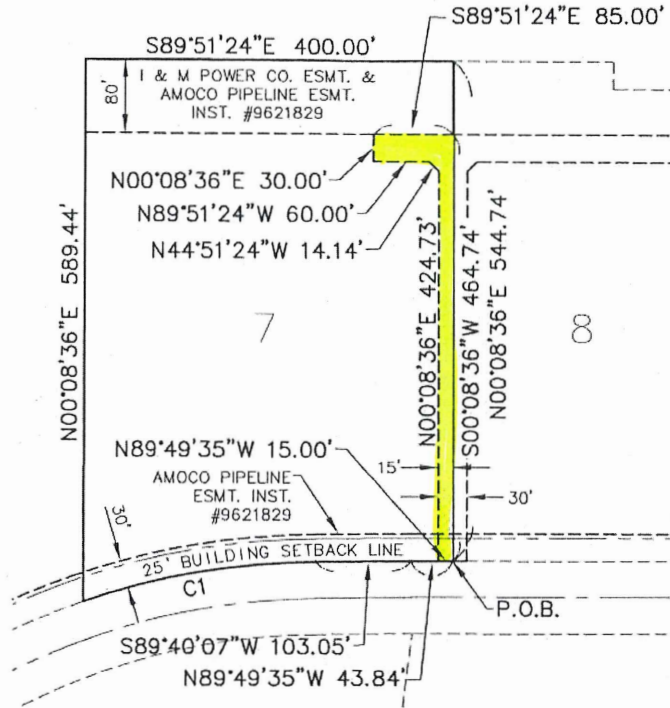
<p>LOT 7 BLACKTHORN CORPORATE OFFICE PARK MINOR SUBDIVISION #7 SEC. 20-T38N-R2E ST. JOSEPH COUNTY, IN</p>	<p> ABONMARCHE CONSULTANTS, L.L.C. 750 Lincoln Way East South Bend, Indiana 46601 (574) 232-8700 FAX: (574) 251-4440 Fort Wayne, Indiana Benton Harbor, Michigan Manistee, Michigan ENGINEERING / LAND SURVEYING / PLANNING / CONSTRUCTION SERVICES</p>		
<p>SCALE:</p>	<p>DATE: 10/29/10</p>	<p>DRAWN BY: JLM</p>	<p>CHECKED BY: MJR</p>

EXHIBIT "B"

INDIANA EAST-WEST TOLLROAD (I-80/90)



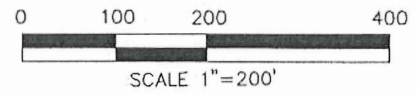
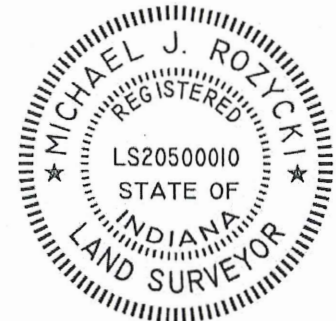
CURVE DATA TABLE	
CURVE	C1
RADIUS	790.00'
LENGTH	258.03'
CHORD	256.89'
BEARING	S80°18'41\"W
TANGENT	130.18'
DELTA	18°42'51\"

LEGEND

- AREA OF PROPOSED EASEMENT
- AREA = 0.21 AC

THIS EASEMENT DESCRIPTION WAS PREPARED BY MICHAEL J. ROZYCKI, INDIANA REGISTERED LAND SURVEYOR, LICENCE NUMBER 20500010, ON THE 29TH DAY OF OCTOBER, 2010.

Michael J. Rozycki
 MICHAEL J. ROZYCKI, P.L.S.
 PROFESSIONAL LAND SURVEYOR #LS20500010
 STATE OF INDIANA
 DATE: 11/19/2010



RECORD INFORMATION: BLACKTHORN CORPORATE OFFICE PARK
 MINOR SUBDIVISION #7 INSTR. 9836274

NOTE: DIMENSIONS SHOWN ARE FROM THE ABOVE LISTED RECORD DOCUMENTS

LOT 7
 BLACKTHORN CORPORATE OFFICE PARK
 MINOR SUBDIVISION #7
 SEC. 20-T38N-R2E
 ST. JOSEPH COUNTY, IN

ABONMARCHE CONSULTANTS, L.L.C.

750 Lincoln Way East
 South Bend, Indiana 46601
 (574) 232-8700
 FAX: (574) 251-4440

Fort Wayne, Indiana
 Benton Harbor, Michigan
 Manistee, Michigan

ENGINEERING / LAND SURVEYING / PLANNING / CONSTRUCTION SERVICES

SCALE: 1"=200'

DATE: 10/29/10

DRAWN BY: JLM

CHECKED BY: MJR

GRANT OF PERMANENT UTILITY EASEMENT

THIS INDENTURE made this ___ day of _____, 2016, by and between the City of South Bend Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (Grantor), and the Civil City of South Bend, Indiana, by and through its Board of Public Works (Grantee), whose mailing address is 227 West Jefferson Boulevard, County-City Building, Suite 1300 N., South Bend, Indiana, 46601, in favor of the Civil City of South Bend, its successors and assigns.

WITNESSETH:

Grantor hereby grants, conveys, and warrants to Grantee a permanent easement of the nature and at the location hereinafter set forth as described, only for the installation, construction, operation, maintenance, adjustment, replacement, repair, alteration, removal, modernization, and use of a sanitary sewer, water main, and storm sewer systems and related facilities; together with the right of ingress to and egress from said easement for the purpose of installing, constructing, operating, maintaining, adjusting, replacing, repairing, altering, removing, and modernizing said system and other equipment or facilities incident thereto, in, upon, over, and under certain real property located in the City of South Bend, Indiana, as more particularly described and depicted in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein.

The Grantor acknowledges its right to just compensation and hereby waives its right of said compensation.

The easement granted herein shall pertain to the air surface and subsurface rights and interests of the Grantor, for the use and benefit of the Grantee, to the nature and extent that the Grantee may desire said air, surface, and subsurface rights and interests to accomplish and carry out the general purpose of this conveyance as the same has hereinabove been expressed. The easement hereby granted is for the exclusive benefit of the City of South Bend, Indiana, and expressly includes the right and privilege at reasonable times to clean and remove from said easement such timber, brush, debris, or other obstructions interfering with the sanitary sewer system, storm sewer system, and water main system.

The Grantee agrees that construction shall have limited impact on the surrounding area and agrees to restore that area disturbed by its work to as near the original condition as possible.

The Grantor reserves the right to use and occupy the surface area on and over the easement provided that said use and occupancy does not in any way conflict or obstruct the Grantee's right to use said surface for the purposes and intentions hereinabove expressed.

The easement granted herein and the associated benefits and obligations shall constitute covenants running with the real estate, and shall be binding upon the Grantor, and be an obligation thereof of every person or entity now or hereafter having any fee, leasehold, or other interest in all or any part of the said real estate.

This indenture shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

The Grantor hereby covenants with the Civil City of South Bend that it is lawfully seized and possessed of the parcel of real estate hereinabove described; that it has good and lawful right to convey and that the property is free of all encumbrances that would conflict with the right herein granted, except such encumbrances, easements, covenants, restrictions, and other matters appearing of record.

The Grantee agrees and undertakes to hold Grantor free and harmless from any liability, loss, costs, damages or expenses, which Grantor may incur as a result of any claims or actions, which may be made by any person arising out of Grantee's rights granted hereunder as they relate to the storm sewer system and related facilities.

The Grantor hereby releases any and all claims from whatsoever cause, incidental to the exercise of any rights herein granted.

[Signature page follows.]

IN WITNESS WHEREOF, Grantor has executed this Grant of Permanent Utility Easement on the date set forth above.

GRANTOR:

CITY OF SOUTH BEND,
DEPARTMENT OF REDEVELOPMENT

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

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

Before me, the undersigned, a Notary Public for and in said County and State, this ____ day of _____, 2016, personally appeared Marcia I. Jones and Donald E. Inks, the President and Secretary, respectively, of the South Bend Redevelopment Commission, and acknowledged execution of the foregoing Grant of Permanent Utility Easement for and on behalf of the South Bend Redevelopment Commission.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

(SEAL)

Commission expires: _____, Notary Public
Resident of _____ County, _____

This instrument was prepared by Benjamin J. Dougherty, Assistant City Attorney, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601.

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. Benjamin J. Dougherty.

4000.0000047 48047463.001

EXHIBIT "A"

EASEMENT DESCRIPTION:

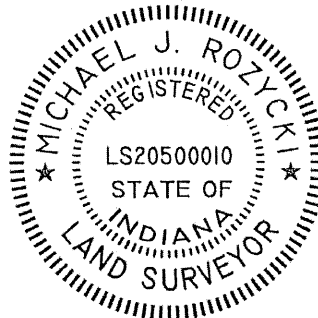
EASEMENT DESCRIPTION:

INGRESS/EGRESS AND SANITARY SEWER EASEMENT OVER AND UNDER PART OF LOT 3B IN BLACKTHORN CORPORATE OFFICE PARK, MINOR #10 AND BLACKTHORN CORPORATE OFFICE PARK, FIRST REPLAT, RECORDED IN INSTRUMENT NUMBER 0630469 IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3B; THENCE SOUTH 57°33'26"EAST ALONG SAID NORTHERLY LINE OF LOT 3B, 30.31 FEET TO A POINT OF CURVE TO THE RIGHT, HAVING RADIUS OF 820.00 FEET AND SUBSTENDED BY A CHORD BEARING OF SOUTH 29°00'59"WEST, A CHORD DISTANCE OF 130.43 FEET; THENCE NORTH 56°25'19"WEST, 30.00 FEET TO A POINT OF CURVE TO THE LEFT SAID POINT ALSO BEING THE EASTERLY RIGHT OF WAY OF NIMTZ PARKWAY, HAVING A RADIUS OF 790.00 FEET AND SUBSTENDED BY A CHORD BEARING OF NORTH 28°51'50"EAST, A CHORD DISTANCE OF 129.85 FEET TO THE POINT OF BEGINNING, SAID EASEMENT CONTAINS 0.09 ACRES, MORE OR LESS, AND SUBJECT TO EASEMENTS OF RECORD.

SAID EASEMENT IS BASED UPON RECORD DOCUMENTS. NO SURVEY WAS PERFORMED TO PRODUCE THIS LEGAL DESCRIPTION.

THIS EASEMENT DESCRIPTION WAS PREPARED BY MICHAEL J. ROZYCKI, INDIANA REGISTERED LAND SURVEYOR, LICENCE NUMBER 20500010, ON THE 29TH DAY OF OCTOBER, 2010.

Michael J. Rozycki 11/5/2010
 MICHAEL J. ROZYCKI, P.L.S. DATE
 PROFESSIONAL LAND SURVEYOR #LS20500010
 STATE of INDIANA



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LOT 3B BLACKTHORN CORPORATE OFFICE PARK MINOR #10 & BLACKTHORN CORP. OFFICE PARK, FIRST REPLAT SEC. 20-T38N-R2E ST. JOSEPH COUNTY, IN		 ABONMARCHE CONSULTANTS, L.L.C. 750 Lincoln Way East South Bend, Indiana 46601 (574) 232-8700 FAX: (574) 251-4440 Fort Wayne, Indiana Benton Harbor, Michigan Manistee, Michigan ENGINEERING / LAND SURVEYING / PLANNING / CONSTRUCTION SERVICES	
SCALE:	DATE: 10/29/10	DRAWN BY: JLM	CHECKED BY: MJR

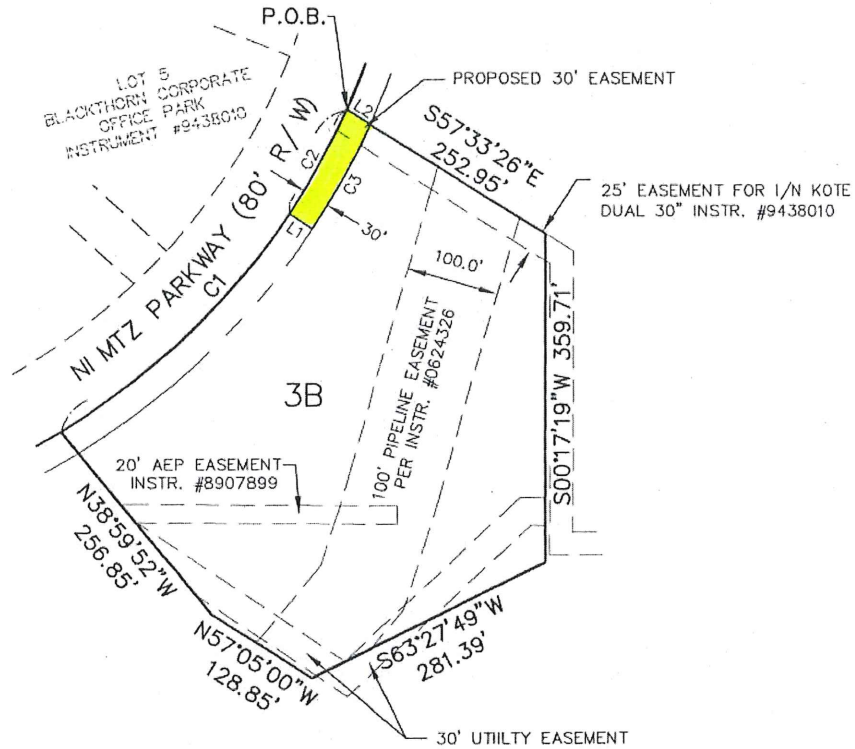
EXHIBIT "B"

CURVE DATA TABLE						
CURVE	RADIUS	LENGTH	CHORD	BEARING	TANGENT	DELTA
C1	790.00'	475.73'	468.58'	N41°24'04"E	245.32'	34°30'11"
C2	790.00'	130.00'	129.85'	N28°51'50"E	65.15'	9°25'42"
C3	820.00'	130.57'	130.43'	S29°00'59"W	65.42'	9°07'23"

LEGEND

- AREA OF PROPOSED EASEMENT
- AREA = 0.09 ACRES

LINE TABLE		
LINE	LENGTH	BEARING
L1	30.00'	N56°25'19"W
L2	30.31'	S57°33'26"E

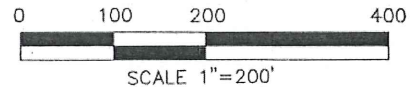
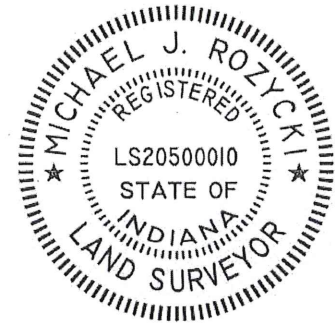


THIS EASEMENT DESCRIPTION WAS PREPARED BY MICHAEL J. ROZYCKI, INDIANA REGISTERED LAND SURVEYOR, LICENCE NUMBER 20500010, ON THE 29TH DAY OF OCTOBER, 2010.

Michael J. Rozycki 11/5/2010
 MICHAEL J. ROZYCKI, P.L.S. DATE
 PROFESSIONAL LAND SURVEYOR #LS20500010
 STATE of INDIANA

RECORD INFORMATION: BLACKTHORN CORPORATE OFFICE PARK MINOR #10 & BLACKTHORN CORPORATE OFFICE PARK, FIRST REPLAT INSTR. #0630469

NOTE: DIMENSIONS SHOWN ARE FROM THE ABOVE LISTED RECORD DOCUMENTS



LOT 3B
 BLACKTHORN CORPORATE OFFICE PARK
 MINOR #10 & BLACKTHORN CORP.
 OFFICE PARK, FIRST REPLAT
 SEC. 20-T38N-R2E
 ST. JOSEPH COUNTY, IN

ABONMARCHE CONSULTANTS, L.L.C.

750 Lincoln Way East
 South Bend, Indiana 46601
 (574) 232-8700
 FAX: (574) 251-4440

Fort Wayne, Indiana
 Benton Harbor, Michigan
 Manistee, Michigan

ENGINEERING / LAND SURVEYING / PLANNING / CONSTRUCTION SERVICES

SCALE: 1"=200'

DATE: 10/29/10

DRAWN BY: JLM

CHECKED BY: MJR

**LICENSE AGREEMENT
FOR TEMPORARY USE OF REDEVELOPMENT COMMISSION PROPERTY**

THIS LICENSE AGREEMENT (this "Agreement") is made on April 22, 2016 (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 Memorial Hospital of South Bend, Inc., an Indiana non-profit corporation (the "Company") (each a "Party," and collectively, the "Parties").

RECITALS

WHEREAS, 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 in Exhibit A attached hereto (the "Property"); and

WHEREAS, Southhold, LLC ("Southhold") retains certain rights of access to the Property pursuant to the Temporary Access Agreement between Southhold and the Commission dated July 16, 2015; and

WHEREAS, the Company desires temporary access to the Property for the purpose of organizing and managing the activities associated with the event known as Beacon Sunburst Races (the "Activity"), as described in the proposal attached hereto as Exhibit B; and

WHEREAS, the Commission is willing to permit the Company to gain access to and temporarily use the Property for the Activity, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Commission grants to the Company, its agents, employees, and invitees, a temporary, non-exclusive license to enter and use the Property for the purpose of conducting the Activity, provided that the Company's use of the Property is reasonable at all times and comports with the terms of this Agreement, and all applicable laws. For purposes of this agreement, the Company understands that the non-exclusive license granted herein is limited to the Property. The Company is not granted access, license to enter or permission of any nature to utilize property such as alleys, parking lots, or sidewalks adjacent to the Property.

2. The Company understands that its license to the use the Property for the Activity is subject to an inspection and subsequent approval from the South Bend Fire Department.

3. The Company's license to use the Property for the Activity shall be effective during the times stated in Exhibit B for pre-event setup, the event, and post-event teardown, provided however, that the Commission or the Commission's authorized representative may revoke and terminate the license at any time for any reason, as determined in its, his, or her sole discretion. Immediately upon the completion of the Activity, the Company will remove from the

Property all supplies, materials, goods, and personal property (including trash) used in connection with the Activity. At all times during the period of the Activity, the Company will keep the Property in good order and condition:

4. The Company shall restrict access to the inside of the Property to only its authorized representatives who must be at least eighteen (18) years or older. At no time shall anyone under the age of eighteen (18) be permitted inside the Property without direct supervision from Company representatives.

5. The Company understands and agrees that the Commission shall not be liable for any loss, damage, destruction, or theft of the Company's property or any bodily harm or injury that may result from the Company's use of the Property. The Company understands and agrees that it will at all times be solely responsible for the safety and security of any property the Company uses or stores on the Property.

6. The Company shall not, without the prior written consent of the Commission, 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. The Company understands and agrees that it will secure in its own name and at its own expense all necessary permits and authorizations needed in order to conduct the Activity.

8. The 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 Activity conducted on the Property.

9. 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 the Company's permitted use of the Property under the other terms of this Agreement.

10. To the extent that any portion of the Property is disturbed or damaged in connection with the Company's use of the Property, the Company, at the 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.

11. The Company agrees and undertakes to indemnify and hold the City and the Commission, and their respective agents, employees, successors, and assigns, harmless from 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 approval granted herein by the Commission or the Company's use of the Property. If any action is brought against the City or the Commission, or their respective agents, employees, successors, or assigns, in connection with Activity, the Company agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein.


12. The Company, at the Company's sole expense, shall maintain during the term of this Agreement commercial general liability insurance covering the Company and the Activity

in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence. The Company agrees to include the Commission and the City as additional insureds on any such policy and produce to the Commission a certificate of insurance evidencing the same. To the extent that the Commission or the City is harmed as a result of the Company's use of the Property, the Company hereby grants the Commission first priority on any proceeds received from the 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.

13. 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.

IN WITNESS WHEREOF, the Parties have each executed this Agreement to be effective as of the Effective Date.

**SOUTH BEND REDEVELOPMENT
COMMISSION**

By: 
Debrah Jennings
Authorized Representative (pursuant to Resolution No. 3264)

RATIFIED ON _____, 20__ :

By: _____
Marcia I. Jones, President
South Bend Redevelopment Commission

ATTEST:

Donald E. Inks, Secretary
South Bend Redevelopment Commission

**MEMORIAL HOSPITAL OF SOUTH BEND, INC.,
an Indiana non-profit corporation**

By: Diana Custer
Printed: Diana Custer
Its: VP, Operations

CONSENT OF SOUTHHOLD, LLC

Southhold, LLC hereby consents to the foregoing License Agreement between the South Bend Redevelopment Commission and Memorial Hospital of South Bend, Inc.

**SOUTHHOLD, LLC,
an Indiana limited liability company**

By: _____
Printed: _____
Its: _____
Date: _____

EXHIBIT A

Description of Property

Ground floor and outdoor space of the former College Football Hall of Fame building, more particularly described as:

Lot 1 of the recorded plat of Hall of Fame Second Minor Subdivision, recorded on July 22, 2015, as Document No. 1518735, in the Office of the Recorder of St. Joseph County, Indiana. [Parcel Key No. 018-3091-347405]

EXHIBIT B

Activity

Sunburst Races

Sunburst is annual series of running events which will occur on June 4, 2016. Leading up to the June 4th races, the Company shall have access to the Property for the limited purposes of setup, tear down, and general management for the Activity. Access to the Property shall begin at 9 AM on May 31, 2016 and such access shall end at 6 PM on June, 2016. Access to the Property is limited to the following areas:

1. The area commonly known as the gridiron field
2. The adjacent parking lot
3. The main floor lobby inside the Property
4. Bathrooms located on the main floor of the Property.

It is expressly understood between the parties hereto, that the Company shall not have any additional access to the Property without the express written consent of the Commission or its authorized representative(s).