WALKER, FLEMING CORBIN & GREENBERG

PROPESSIONAL CORPORATION ATTORNEYS AT LAW

MERRILLWILEE, INDIANA 46410

661363

LEASE

Draiker, Fleming Et al 7725 Bradway Enerullwile

THIS LEASE is entered into this <u>300</u> day of March, 1982, by and between the CITY OF CROWN POINT, INDIANA, lessor, and SOUTH-LAKE YMCA, an Indiana not-for-profit corporation, lessee.

WHEREAS, the CITY OF CROWN POINT holds legal title to a certain parcel of improved real property commonly known as Hub Swimming Pool, and legally described hereinbelow; and

WHEREAS, SOUTHLAKE YMCA holds a leasehold interest in the real property under an Assignment of Lease dated May 24, 1981; and

WHEREAS, SOUTHLAKE YMCA is obligated under the Assignment of Lease to make all future payments for the improvements affixed to the real property under mortgage loan agreements to the mortgagee banks, Commercial Bank and The First National Bank of Crown Point; and

WHEREAS, SOUTHLAKE YMCA desires to refinance the said outstanding mortgage indebtedness; and

whereas, it is the intent of the parties to cancel and terminate the pre-existing Lease and Assignment of Lease and into this new Lease.

NOW, THEREFORE, in consideration of the foregoing recitates and covenants contained herein, the parties mutually agree as follows:

1. Lease. The CITY OF CROWN POINT hereby leases to SOUTH-LAKE YMCA the improved real property commonly known as Hub Swimming Pool, and legally described as follows:

Part of the NE 1/4 of the SW 1/4 of Section 9, Township 34 North, Range 8 West of the 2nd P.M., described as follows: Commencing at the Northwest corner of the NE 1/4 of the SW 1/4 of said Section 9; thence South 89°54'05" East 378.87 feet along the North line of the NE 1/4 of the SW 1/4 of said Section 9 to a point; thence South 0°18'15" West 619.25 feet; thence West to a point of the west line of said 1/4 1/4 Section which is 619.25 feet South of the point of beginning; thence North along the west line of the NE 1/4 of the SW 1/4 of said Section 9 a distance of 619.25 feet to the point of beginning; except the East 60 feet of said parcel measured by a line perpendicular to the East boundary line therof, which is reserved by the Landlord for road purposes.

The parties cancel and terminate the pre-existing Lease and Assignment of Lease dated May 24, 1981, effective April 1, 1982.

10

- Term. This lease shall be for a period from April 1,
 1982, to March 31, 2002.
- 3. Price. In consideration hereof, SOUTHLAKE YMCA shall pay as rent to the CITY OF CROWN POINT the sum of One and no/100s (\$1.00) Dollar per term upon the execution of this lease. In addition thereto, SOUTHLAKE YMCA shall pay in full the outstanding balance of the mortgage indebtedness owing to the Commercial Bank and The First National Bank of Crown Point for the improvements affixed to the real property.
- 4. Title. The CITY OF CROWN POINT shall retain legal title to the real property. SOUTHLAKE YMCA shall acquire an equitable interest in the improvements affixed to the real property by virtue of its paying the outstanding mortgage indebtedness. The CITY OF CROWN POINT recognizes the right of SOUTHLAKE YMCA to reim-YMCA bursement for /improvements made to the real property. Improvements may be made by SOUTHLAKE YMCA with the prior consent of the CITY OF CROWN POINT, which consent shall not be unreasonably withheld.
- 5. Option for several extensions. The term of this lease may be extended, at the option of SOUTHLAKE YMCA, for four successive periods of twenty years being herein sometimes referred to as an extended term as follows:

First extended term - April 1, 2002, to March 31, 2022

Second extended term - April 1, 2022, to March 31, 2042

Third extended term - April 1, 2042, to March 31, 2062

Fourth extended term - April 1, 2062, to March 31, 2082

Such option to extend shall be exercised by SOUTHLAKE YMCA by giving written notice to the CITY OF CROWN POINT not less than six months prior to the expiration of the then existing term. Each extended term shall be upon the same terms, covenants, and conditions, with the same annual rent payable, as provided in this lease for the initial term.

6. <u>Use and operation of the premises</u>. The premises shall be used and operated as follows: (a) The premises shall be used by SOUTHLAKE YMCA and its successors-in-interest, by any name, for the sole purpose of providing recreational facilities to the general public; further, no manufacturing nor commercial enterprise

or enterprises for profit shall be maintained on, around, in front of, or in connection with the premises. This restriction shall not be construed, however, as preventing the vending of refreshments or merchandise incidental to the recreational activities or the sale of tickets for social activities sponsored by SOUTHLAKE YMCA.

- (b) In the event that the premises shall be used for any purposes other than those specifically permitted by the covenants contained herein, or should SOUTHLAKE YMCA undergo or appear to be undergoing or about to undergo a reorganization, merger or consolidation with another association, company, corporation, or legal entity, then, and in such event, the CITY OF CROWN POINT shall have the right to terminate this lease.
- 7. Acceptance of the premises. SOUTHLAKE YMCA acknowledges that it has examined the condition of the premises and accepts the same as is.
- 8. Repairs and maintenance. SOUTHLAKE YMCA shall be solely responsible for all repairs, upkeep, maintenance, and improvements of the premises and the CITY OF CROWN POINT shall be exempt from performing any repairs, upkeep, maintenance, and improvements.
- 9. <u>Condition</u>. SOUTHLAKE YMCA shall keep the premises in a clean and healthful condition at all times, according to ordinances of the CITY OF CROWN POINT, state and federal laws and regulations, and direction of public officials, at its own expense.
- 10. Right to terminate. In the event that the premises become unusable to SOUTHLAKE YMCA for the purposes enumerated hereinabove because of deterioration beyond that reasonably expected through normal wear and tear, changes in municipal, state or federal ordinances, statutes, or regulations, or other reason, excluding negligence on the part of SOUTHLAKE YMCA, then SOUTHLAKE YMCA shall have the right to terminate this lease and return the premises to the CITY OF CROWN POINT.
- 11. <u>Utilities</u>. SOUTHLAKE YMCA shall provide and pay for all gas, electricity, water and other utility services which may be needed or used for the benefit of the premises, and SOUTHLAKE YMCA shall pay for any sewer tax assessed in connection with the use of the premises.

12. <u>Insurance</u>. SOUTHLAKE YMCA shall provide and pay for the following policies of insurance: (a) Fire, extended coverage, vandalism and malicious mischief insurance written so as to insure the improvements on the demised premises against physical loss or damage, however caused, in an amount not less than 80 percent of the full insurable value of said improvements but in no circumstances less than \$85,000.00.

- (b) Bodily injury and property damage insurance for the protection of the lessor as well as the protection of the lessee against claims for damage for bodily injury, including death, and claims for property damage resulting from any cause arising out of the ownership, use or occupancy of the demised premises, or the ownership and operation of the lessee's business. Said bodily injury and insurance shall be in an amount not less than \$100,000.00 for injuries, including death, to any one person, and in an amount not less than \$300,000.00 on account of any one occurrence. Said property damage and insurance shall be in an amount not less than \$50,000.00.
- (c) The lessee shall keep all of said insurance in full force and effect at all times during the term of this lease, or any extension hereof, and the policies of insurance shall be approved by and copies thereof deposited with the lessor.

CITY OF CROWN POINT, INDIANA

SOUTHLAKE YMCA

By: Kichard C. Collins, Mayor	By: Richard G. Phelps, President
ATTEST:	,

Eileen Shults, Clerk/Treasurer

Alex Vagelatos, Secretary

STATE OF INDIANA) ; ss: COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this May of March, 1982, personally appeared Richard C. Collins, Eileen Shults, Richard G. Phelps, and Alex Vagelatos, and acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:

AUCUST 201985

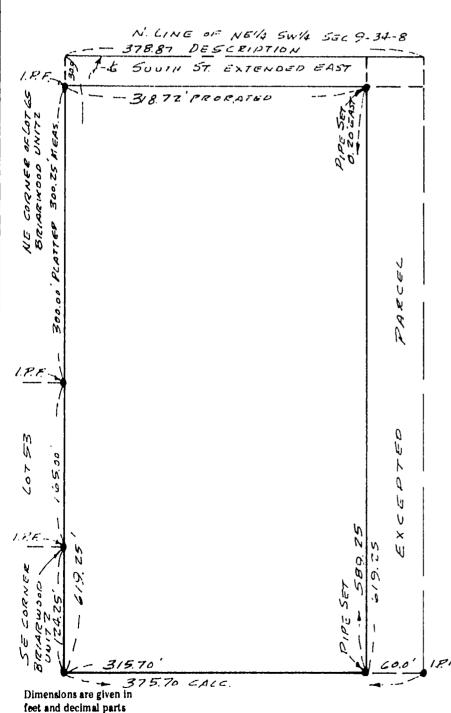
Resident of Lake County.

Notary Public

This instrument prepared by Robert M. Corbin, attorney at law, 7725 Broadway, Merrillville, IN 46410.

PLAT OF SURVEY

Part of the Northeast 4 of the Southwest 4 of Section 9, Township 34 North, Range 8 West of the 2nd P.M., described as follows: Commencing at the Northwest corner of the Northeast 4 of the Southwest 4 of said Section 9; thence South 89 54' 5" East 378.87 feet along the North line of the Northeast 4 of the Southwest 4 of said Section 9 to a point; thence South 000 18! 15" West 619.25 feet; thence West to a point on the West line of said 岩岩 Section which is 619.25 feet South of the point of beginning; thence North along the West line of the Northeast 4 of the Southwest 4 of said Section 9 a distance of 619.25 feet to the point of beginning; except the East 60 feet of said parcel measured by a line perpendicular to the East boundary line thereof, which is reserved by the Grantor for road purposes.





State of Indiana) SS: County of Lake

This is to certify that I have surveyed the above described property according to the official records and that the plat appearing hereon is a true representation of said survey. Crown Point, Indiana

Hargis-Tappan & Assoc., Inc.

Registered Prof., Eng., No. 9403 Registered Land Surveyor No. 10344

Scale: 1 inch = ______ feet

thereof.