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STATE OF INDIANA
LAKE COUNTY
FILED PLAIN RECORD

**LEASE OF REAL ESTATE
2000 011922**

2000 FEB 22 AM 9 38

**FOR PROPERTY COMMONLY KNOWN AS 610 U.S. 41 & 612 B U.S. 41
IN THE TOWN OF SCHERERVILLE, INDIANA, FOR PURPOSES
OF LOCATING A TEMPORARY POLICE/JAIL FACILITY**

THIS AGREEMENT OF LEASE, made as of this 12 day of MAY, 1999, by and between AAA Supply Corporation, having its principal place of business at 610 U.S. 41, Schererville, Indiana 46375, hereinafter called the "Lessor," and THE TOWN OF SCHERERVILLE, BY AND THROUGH ITS TOWN COUNCIL, located at 833 West Lincoln Highway, Schererville, Indiana 46375, hereinafter called the "Lessee," as follows:

NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

DEMISE, TERM AND RENT

The Lessor leases to the Lessee the following real estate and improvements:

- (A.) Complete office building structure located at 610 U.S. 41, Schererville, Indiana;
- (B.) The upper level of the office building located at 612 B U.S. 41, Schererville, Indiana; and
- (C.) One (1) "U-Lock" (12 x 30) public storage unit, located on the premises in proximity to said office building, the specific unit to be determined by the parties;

For the term of one (1) year from the 1st day of June, 1999, to the 31st day of May, 2000, at an annual rental for the office building portions thereof in the sum Nineteen Thousand Dollars (\$19,200.00), together with an annual rental of One Thousand Two Hundred Ninety-Six Dollars (\$1,296.00) for rental of the 12 x 30 foot public storage area, payable at the office of the Lessor in the Town of Schererville in equal installments of One Thousand Seven Hundred Eight Dollars (\$1,708.00), in advance, on the first day of each month, the first payment to be made on the 1st day of JUNE, 1999.

**II.
USE OF DEMISED PREMISES**

The demised premises are to be used by the Lessee as a temporary police/jail facility and for no other purpose.

**III.
UTILITY CHARGES**

The Lessee shall pay all water and sewer charges assessed by the Town of Schererville on the property located at 612 B U.S. 41 for the term of this lease and shall pay for all electricity and

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heat used at said premises; however, the Lessor shall provide, at no expense to the Lessee, said utilities to the premises located at 610 U.S. 41.

IV.
LESSEE'S OBLIGATION TO REPAIR

The Lessee shall have the express obligation to make repairs to the interior of the demised premises, except repairs required because of reasonable wear and tear, and the Lessee shall hold the Lessor harmless from any loss, cost or damage in connection therewith where said loss, cost or damage is occasioned by the Lessee, its agents, servants or employees, or by persons coming on the demised premises at the express or implied invitation and/or direction of the Lessee.

V.
LESSOR'S OBLIGATION TO REPAIR

The Lessor shall have the express obligation to make, promptly after the necessity thereof arises, such repairs to the roof in structure, and plumbing and electrical systems and the exterior of the building of which the demised premises are a part, as may be necessary to keep the building in good repair and condition.

VI.
ASSIGNMENT

The Lessee shall not assign this lease, nor sublet the whole or any part of the demised premises without first obtaining the written consent of the Lessor, which consent shall not be unreasonably withheld.

VII.
PAYMENT OF RENT

The Lessee agrees that it will during said term and for such further time as the said Lessee or any person or persons claiming under it shall hold said premises or any part thereof pay onto the Lessor the said rent at the times and in the manner aforesaid.

VIII.
ALTERATIONS, ADDITIONS AND SIGNS

The Lessee shall not make any alterations or additions to the leased premises, without first obtaining the written consent of the Lessor which shall not be unreasonably withheld. Lessor consents to the installation of exterior signage (not to be placed on the facade of the building) as is necessary to properly identify the premises, which signage shall be installed at Lessee's sole cost and expense.

IX.
LIABILITY INSURANCE

The Lessee covenants and agrees to provide on or before the Commencement Date of the term of the Lease, and to keep in force during the term of this Lease, a comprehensive general public liability insurance policy, designating the Lessor as the named insured, on an occurrence basis as opposed to a claims made basis, against any liability whatsoever occasioned by acts on or about the Premises or any appurtenances thereto. Such policy shall be written by the Lessee's insurance company with coverage limits of no less than One Million Dollars (\$1,000,000.00) in respect to any one (1) person, and Five Million Dollars (\$5,000,000.00) in respect to any one (1) accident or occurrence and One Million Dollars (\$1,000,000.00) for property damage in respect to any one (1) accident or occurrence, or to the maximum extent permitted and authorized by statutes of the State of Indiana, if applicable. Further, such policy shall also contain an endorsement providing "lock-up" coverage for the operation of the temporary detention/jail facility to be located in the subject premises. Certificates of insurance for all applicable coverages, together with evidence of payment therefor shall be delivered to Lessor immediately upon request. Lessee shall renew said policies not less than thirty (30) days prior to the expiration date thereof and furnish said certificates and receipted invoices of payment therefore to Lessor. The policy shall provide that Lessor is the named insured and that the insurance company shall give Lessor at least thirty (30) days prior written notice before cancellation or termination of coverage.

X.
INDEMNIFICATION AND LIABILITY

The Lessee shall save and hold the Lessor harmless from any and all loss and damage occasioned by anything occurring on the leased premises during the term of this lease, unless caused by the negligence or misconduct of the Lessor, and from any and all loss and damage whatsoever occurring occasioned by any omission, fault, neglect or other misconduct of the Lessee, and shall indemnify Lessor from the same. The removal of snow and ice from the sidewalks and parking lot bordering upon the leased premises shall be the Lessee's responsibility.

XI.
WAIVER OF SUBROGATION

Lessor and Lessee hereby release each other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property covered by any insurance then in force, even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible; provided however, that this release shall be applicable and in force and effect only with respect to any loss or damage occurring during such time as the policy or policies of insurance covering said loss shall contain a clause or endorsement to the effect that this release shall not adversely affect or impair said insurance or prejudice the right of the insured to recover thereunder.

Additionally, Lessee shall furnish and provide a specific waiver of subrogation endorsement, as it pertains to the Workman's Compensation Insurance, issued in favor of Lessor, to further

effectuate the intent of this paragraph and shall deliver said endorsement together with the certificate of insurance provided for in Paragraph IX above.

XII.
LESSEE'S MISCELLANEOUS OBLIGATIONS

Lessee covenants and agrees that it shall do the following during the term of this lease:

- (A.) Utilize the parking lot located immediately in the front of the leased premises (on the East side) as its sole source of parking and shall not utilize any other parking facilities located adjacent to the leased premises;
- (B.) Utilize only the office space located on the leased premises for its purposes, and shall not engage in the use of any of the warehouse facilities attached to the office buildings during the term of this lease;
- (C.) Shall not store any explosive or hazardous materials or devices on the premise during the terms of the lease;
- (D.) Shall not permit any disabled or towed vehicles to be stored on the leased premises for a period of time exceeding eight (8) hours.

XIII.
SECURITY DEPOSIT

Upon the execution of this lease, the Lessee shall pay to the Lessor the amount of One Thousand Seven Hundred Forty-Eight Dollars (\$1,748.00) which shall be held as security for the Lessee's performance herein provided and refunded to the Lessee at the end of the lease, without interest, subject to the Lessee's satisfactory compliance with the conditions hereof.

XIV.
LESSEE'S OBLIGATION AT THE END OF TERM

The Lessee shall at the expiration of said term peaceably yield up to the said Lessor all of the premises in such repair as the same are in at the commencement of said term or may be put in by the said Lessor or its representatives during the continuation thereof, reasonable wear and use only excepted.

XV.
OPTION FOR RENEWAL

The Lessee shall have the right to extend the term of this lease for a period not exceeding twelve (12) months, commencing on the 1ST day of MAY 2000 and ending on the 30 day of APRIL 2001 upon the said terms, covenants and conditions herein. The Lessee will

be deemed to have elected such right to extend unless it has notified the Lessor, in writing, to the contrary, by U.S. Certified Mail, postage prepaid, addressed to the Lessor at 610 U.S. 41, Schererville, Indiana 46375, on or before MARCH 1, 2000.

**XVI.
DEFAULT OF LESSEE**

If the Lessee shall neglect or fail to perform and observe any of the covenants in this instrument, which on its part are to be performed and such default shall continue for a period of thirty (30) days after the mailing of a written notice from the Lessor to the Lessee specifying such default, the Lessor may immediately or at anytime thereafter, and while such neglect or default continues and without further notice or demand, enter into and upon the premises or any part thereof and repossess the same and expel the said Lessee and those claiming under it, and remove their effects without being taken or deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent, or preceding breach of covenant and that upon said entry as aforesaid the said term shall cease and be ended.

**XVII.
QUIET ENJOYMENT**

The Lessor agrees that if the Lessee shall pay the rent as aforesaid and perform the covenants and agreements herein contained on its part to be paid and performed, the Lessee shall peaceably hold and enjoy the said rented premises without hindrance or interruption by the Lessor or by any other person or persons.

**XVIII.
COMPLIANCE WITH INDIANA STATUTES REGARDING LEASING
OF PREMISES BY GOVERNMENTAL/MUNICIPAL ENTITY**

The Lessee hereby covenants and agrees that it has complied with any and all applicable statutes and laws of the State of Indiana governing the leasing of real estate by governmental entities and municipalities and agrees to provide to Lessor certified and attested copies of any and all Ordinances and/or Resolutions adopted, if required, reflecting said compliance.

**XIX.
COVENANTS AND AGREEMENTS**

All of the covenants, agreements and conditions of this lease shall accrue to the benefit of and be binding upon the respective parties hereto and their successors and assigns as if they were in every case named and expressed.

This agreement and lease shall be deemed a binding contract governed by the laws of the State of Indiana.

**XX.
NOTICES**

All notices, demands and requests to be given hereunder by either party shall be in writing and must be sent by Certified Mail at the address first set forth above. All such notices, demands and requests sent to Lessee shall be addressed to the attention of its Town Manager, or designated agent.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written and the Lessee has caused these presents to be signed by the Town Council President or the designated Leasing Agent hereunto duly authorized and has caused its seal to be affixed hereto.

This Document is the property of
AAA SUPPLY CORPORATION Lake County **TOWN OF SCHERERVILLE**

By: Merrill V. Kikkert
MERRILL KIKKERT, PRESIDENT

By: Mark E. Cowan
PRESIDENT, TOWN COUNCIL, TOWN
OF SCHERERVILLE

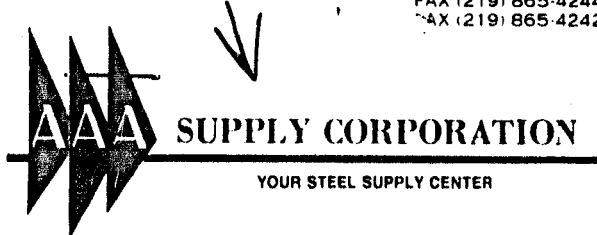
ATTEST:



James M. Malasuda
CLERK-TREASURER

This instrument prepared by:
James L. Wieser, Attorney #1232-45
Wieser & Sterba
425 West Lincoln Highway
Scherville, Indiana 46375
(219) 865-7400

PHONE (219) 865-8500
FAX (219) 865-4244
FAX (219) 865-4242



12X30
#2614/2601

AAA U-LOCK STORAGE

Office Address:
608 Route 41
Schererville, Indiana 46375

Phone (219) 865-4245
Fax (219) 865-4242

Schererville Police Dept. %

Dear Tenant,

1. Your space number is: 2614/2601
2. Your rent is now paid to July 31/1999. Your next payment of \$ 108.00 is due the first of August, 1999. Each month thereafter \$ 108.00 will be due by the first of the month.
3. Your rent is always due in advance by the first of each month. If it is not paid by the 5th, there will be a \$2.00 per day late charge for each day after the 5th until the rent is paid in full. ALL UNITS WILL BE OVER-LOCKED ON THE 6TH IF THE RENT IS NOT PAID AND THE UNIT WILL NOT BE ACCESSIBLE TO YOU.
4. If your rent is not paid when due, you run the risk of having your goods sold at Public Auction in accordance with the law and your executed lease.
5. **WE DO NOT SEND BILLS. ALL RENT PAYMENTS ARE TO BE SENT TO:**

AAA U-Lock Storage
 610 Route 41
 Schererville, Indiana 46375

Make your check payable to: "AAA U-LOCK STORAGE" and be sure to put your space number on it.

6. You will be charged a \$20.00 service charge for checks returned for any reason.
7. If you have a change of address or phone, please advise us.
8. Please notify us ten (10) days before you vacate. If we are not advised, we will add ten (10) days to your term of the lease. The minimum term and rent are one (1) month. You must notify us of vacating, be paid in full and your space left clean and undamaged to entitle you to a refund of your cleaning and security deposit. The unit must remain locked and the key returned to our office to entitle you to a refund of your lock/key deposit.
9. **REMEMBER** - We are not liable to you for any damage or loss to your stored goods. You must obtain your own insurance or bear the risk of loss or damage yourself.
10. Our Current Office Hours Are:

Monday-Friday	8:00 a.m. - 4:30 p.m.
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11. U-Lock Hours

Monday-Friday	7:00 a.m. - 7:00 p.m.
Saturday	7:00 a.m. - 7:00 p.m.
Sunday	7:00 a.m. - 7:00 p.m.
12. No trash is to be put in the aisles.
13. The Tenant agrees to be bound by the rules and regulations now and hereafter promulgated by Landlord in connection with the rental of any space in the premises. A breach of such rules shall be deemed a breach of this Lease entitling Landlord to any right it may have upon default of Tenant, as herein provided. The Tenant, by signing this Lease, hereby acknowledges receipt of such rules.
14. Tenant permitted one lock only on each door.

X _____
Initial

AAA U-LOCK STORAGE

Office Address:
608 Route 41
Scherverville, Indiana 46375

Phone (219) 865-4245
Fax (219) 865-4242

AAA U-Lock Storage Landlord, hereby rents to Scherverville Police Dept. %
Tenant, storage space No. 2614/2601 at 832 Cedar Parkway, Scherverville, Indiana, from the 15th
day of June, 1999, at a monthly rental of \$ 108.00
payable in advance, and thereafter on a month-to-month basis, with the monthly rental payable on the first day of each month until terminated as hereinafter provided.

RECEIPT is hereby acknowledged of the sum of 162.00 rent paid to July 31, 1999

- 1. Use of the premises is restricted to storage of non-explosive, non-toxic, non-combustible and otherwise lawful and harmless personal property owned by Tenant.
2. Tenant acknowledges that the premises are in good condition and repair and suitable for the purpose for which Tenant has rented such premises.
3. The Tenant assumes full responsibility for fire and extended coverage insurance on all property placed in the storage space hereby rented.
4. This Agreement may not be assigned nor may the premises be sublet by Tenant without Landlord's written consent.
5. At all times, Landlord or Landlord's agents shall have the right to enter upon the premises to inspect, repair, maintain, view or otherwise deal with the premises as Landlord shall determine.
6. The Tenant shall at all times bear the risk or loss to any of Tenant's property during the term of this Agreement, and acknowledges that Landlord does not provide air conditioning or heat to the premises.
7. This Agreement may be terminated by Landlord or Tenant at any time by giving ten (10) days notice of termination in writing.
8. In the event that Tenant shall fail to comply with any terms or conditions of this Agreement, the Landlord shall have all such rights as he shall be entitled to by law, including the right to change locks and bar Tenant from the premises without notice.
9. In addition to the remedies herein provided and in addition the Landlord's Lien and other liens provided by law in the State of Indiana, the Tenant does hereby grant

- and give unto the Landlord a lien and security interest in all personal property of any nature of description placed upon the leased premises by Tenant, as security for Tenant's performance hereunder.
10. In the event that Tenant shall abandon the space or any property therein, or in the event such property shall contain noxious odors or are otherwise offensive in any manner, Landlord shall have the right without any notice to remove the same and to store such property in such manner and at such place as Landlord shall determine and to dispose of such property, as more particularly provided in paragraph 9 hereinabove.
11. The parties hereto intend only to have the relationship of Landlord and Tenant and at no time shall the Landlord be deemed to be a warehouseman, bailee, agent or other associate of Tenant, nor shall any rights arising from such relationships exist, except as they exist between a landlord and tenant.
12. The Tenant agrees to be bound by the rules and regulations now or hereafter promulgated by Landlord in connection with the rental of any space in the premises. A breach of such rules shall be deemed a breach of this Lease entitling Landlord to any right it may have upon default of Tenant, as herein provided.
13. The Tenant hereby deposits \$ 122.00 as clean-up and damage deposit refundable to the Tenant upon termination, provided the space is left in a clean, neat, rentable and undamaged condition. IN NO CASE SHALL THE SECURITY DEPOSIT BE USED FOR RENT.
14. A late charge in the amount of \$2.00 per day shall be payable by Tenant to Landlord upon demand for each day after the 5th of the month that the rent is not paid in full.

SIGNED this _____ day of _____, 19 ____
TENANT
Print Name
Signature
Address
City State Zip
Telephone
Business
Social Security No.
Drivers License No.

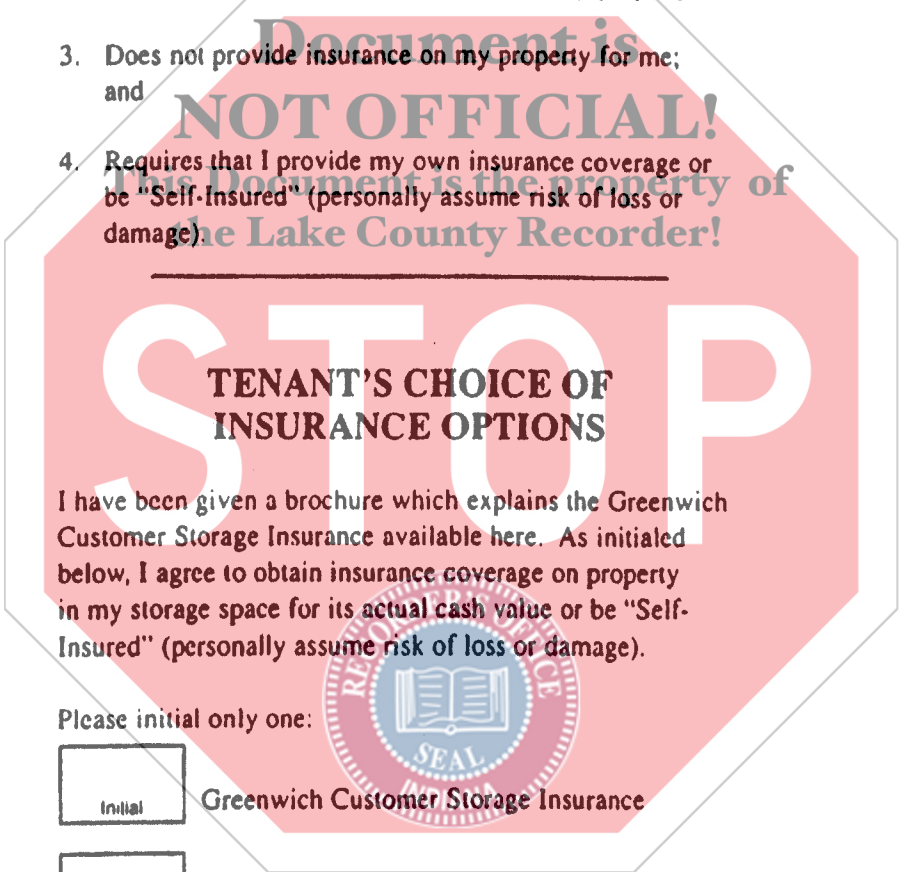
LANDLORD AAA U-Lock Storage
By Debbie
608 Route 41
Scherverville, Indiana 46375
RENT 108.00 July
PRO-RATE 51.00 June
DEPOSITS 122.00
UNIT 40.00 2 Kup
LOCK & KEY 324.00 Ct # 1017
TOTAL
Next Rent Due August 1, 1999
THANK YOU
PLEASE HELP KEEP PREMISES CLEAN, PUT RUBBISH IN CONTAINERS. ONE LOCK ONLY PERMITTED ON EACH DOOR

**ADDENDUM TO LEASE
OR RENTAL AGREEMENT**

**TENANT'S STORE PROPERTY
AT THEIR RISK**

I understand this self-storage facility and/or its management:

- 1. Is a landlord renting space, is not a warehouseman, and does not take custody of my property;
- 2. Is not responsible for loss or damage to my property;
- 3. Does not provide insurance on my property for me; and
- 4. Requires that I provide my own insurance coverage or be "Self-Insured" (personally assume risk of loss or damage).



**TENANT'S CHOICE OF
INSURANCE OPTIONS**

I have been given a brochure which explains the Greenwich Customer Storage Insurance available here. As initialed below, I agree to obtain insurance coverage on property in my storage space for its actual cash value or be "Self-Insured" (personally assume risk of loss or damage).

Please initial only one:

Initial Greenwich Customer Storage Insurance

Initial From my own Insurance Agent

Initial Be "Self-Insured"

X 2614/2601
Space / Locker Number

X _____
Tenant's Signature

X _____
Date

RULES ATTACHED TO AND MADE A PART OF RENTAL AGREEMENT BETWEEN

AAA U-LOCK STORAGE

AND

Schererville Police Dept. %

DATED: June 15, 1999 CONCERNING SPACE NO.: 2614/2601

832 Cedar Parkway, Schererville, IN 46375

1. The sidewalks, driveways, passages, and other common areas shall not be obstructed nor used for any purposes other than ingress and egress to and from storage spaces.
2. Signs, advertisements or other notices shall not be affixed, painted or otherwise attached inside or outside of the space.
3. The disturbance of any other tenant by offensive conduct or by the storage of any offensive or dangerous property shall be grounds for termination of Lease.
4. No pets or other living organisms may be stored.
5. No portion of the space or the premises shall be marked or otherwise altered without the written consent of Landlord.
6. No refuse or other garbage or debris shall be placed outside the storage space.
7. No tenant shall use such space or the premises surrounding such space to repair, construct, clean, build, manufacture or otherwise work upon cars, boats, motorcycles, trailers or other vehicles, equipment or apparatus of any kind without the express written consent of the Landlord.
8. Please notify us ten (10) days before you vacate. If we are not advised, we will add ten (10) days to the term of your lease. The minimum term and rent are one (1) month. You must notify us of vacating, be paid in full and your space left clean and undamaged to entitle you to a refund of your cleaning and security deposit. The unit must remain locked and the key returned to our office to entitle you to a refund of your lock/key deposit.
9. Tenant permitted one lock only on each door.
10. No hazardous materials will be placed in storage space.
11. Use of the premises is restricted to storage of non-explosive, non-toxic, non-combustible and otherwise lawful and harmless personal property owned by Tenant.

The tenant hereby acknowledges receipt of the within rules.

X Signature: _____
X Dated: _____