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STATE OF INDIAMA LAKE COUNTY FILED FOR RECORD

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MORRIS W. CARTER RECORDER

### **LEASE**

Between

SCHERERVILLE BUILDING CORPORATION

This Document is the property of

TOWN OF SCHERERVILLE, INDIANA

DATED AS OF JUNE 1, 2000

(TOWN HALL/POLICE STATION PROJECT)



APR 15 2002

PETER BENJAMIN LAKE COUNTY AUDITOR 001095

53.00 p # 8677

David M. Austyer 130 M. Mair St. Crown Pt-, IN 46307

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#### **LEASE**

### SCHERERVILLE BUILDING CORPORATION

TO

### TOWN OF SCHERERVILLE, INDIANA

THIS CONTRACT OF LEASE, made and entered into as of this 1st day of June, 2000 (the "Lease"), by and between the Schererville Building Corporation, an Indiana not-for-profit corporation (hereinafter with its successors and assigns as provided by this Lease called "Lessor"), and the Town of Schererville, Indiana (hereinafter called "Lessee"),

#### WITNESSETH:

### Document is

In consideration of the mutual covenants herein contained, it is agreed that:

This Document is the property of the Lake County Recorder!

1. Premises, Term and Warranty. The Lessor does hereby lease, demise and let to Lessee the real estate in the Town of Schereville, Indiana, more particularly described in Exhibit A attached hereto and made a part hereof, a new town hall building (the "Town Hall Project") and the existing police station facility (the Police Station Project" and collectively with the Town Hall Project, the "Project"), to be constructed and equipped thereon by the Lessor according to plans and specifications prepared for the Lessor by McDonough & Associates, project architect.

The above-mentioned plans and specifications may be changed, additional construction work may be performed and equipment may be purchased by Lessor, but only

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with the approval of Lessee, and only if such changes or modifications, additional construction or equipment do not alter the character of the Project or reduce the value thereof. Any such additional construction or additional equipment shall be part of the property covered by this Lease. The above-mentioned plans and specifications have been filed with and approved by Lessee.

TO HAVE AND TO HOLD the same with all rights, privileges, easements and appurtenances thereunto belonging, unto Lessee, for a term of twenty-five (25) years, beginning (i) with respect to the Town Hall Project, on the date the Town Hall Project is completed and ready for occupancy and ending on the day prior to such date twenty-five (25) years thereafter and (ii) with respect to the Police Station Project, on the date the Police Station Project is completed and ready for occupancy and ending on the day prior to such date twenty-five (25) years thereafter. : However, the term of this Lease shall terminate at the earlier of (a) the exercise of the option to purchase by Lessee and payment of the option price, or (b) the payment or defeasance of all obligations of Lessor incurred (i) to finance the cost of the leased property, (ii) to refund such obligations, (iii) to refund such refunding obligations, or (iv) to improve the leased property. The dates on which the Town Hall Project and the Police Station Project are completed are completed and ready for occupancy shall be endorsed on this Lease at the end hereof by the parties hereto as soon as the same can be done after such completion and such endorsements shall be recorded as an addendum to this Lease. The Lessor hereby represents that it is possessed of, or will acquire, a good and indefeasible estate in fee simple to the abovedescribed real estate, and Lessor warrants and will defend the same against all claims whatsoever not suffered or caused by the acts of omissions of Lessee or its assigns.

- 2. <u>Semiannual Rental Payments</u>. The Lessee agrees to pay rental for said premises as set forth herein.
  - The first semiannual rental installment relating to the Police Station (a) Project in the amount of Two Hundred Eighty-three Thousand and 00/100 Dollars (\$283,000.00) shall be due on the later of (a) the day that the Police Station Project to be erected on the premises is completed and ready for occupancy, or (b) July 15, 2001. If completion of the Police Station Project is later than July 15, 2001, the first installment shall be in an amount which provides for rental at the rate specified in Exhibit B attached hereto and made a part hereof for the semiannual period in which the Project is completed and ready for occupancy, prorated from the date of such completion until the first January 15 or July 15 following such date of completion. Thereafter, This Document is the property such rental shall be payable in advance in semiannual installments on January 15 and July 15 of each year as provided for in the attached lease payment schedule at Exhibit B.
  - Project in the amount of Four Hundred Twenty-four Thousand Five Hundred and 00/100 (\$424,500.00) shall be due on the later of (a) the day that the Town Hall Project to be erected on the premises is completed and ready for occupancy, or (b) January 15, 2003. If completion of the Town Hall Project is later than January 15, 2003, the first installment shall be in an amount which provides for rental at

the rate specified in Exhibit B attached hereto and made a part hereof for the semiannual period in which the Town Hall Project is completed and ready for occupancy, prorated from the date of such completion until the first January 15 or July 15 following such date of completion. Thereafter, such rental shall be payable in advance in semiannual installments on January 15 and July 15 of each year as provided for in the attached lease payment schedule at Exhibit B.

After the sale of the first mortgage bonds issued by the Lessor to pay the costs of the Project (the "Bonds"), including expenses incidental thereto, the sum of the first and second semiannual rental installments and the sum of the third and fourth semiannual rental installments and the sum of the fifth and sixth semiannual rental

installments, and so on, shall be reduced to an amount equal to the multiple of One Thousand Dollars (\$1,000) next highest to the highest sum of principal and interest due on the Bonds in the year ending on a bond maturity date (bond year) on such Bonds plus Four Thousand and 00/100 (\$4,000.00), payable in equal semiannual installments, assuming for such purposes that the first rental payment due hereunder is due July 15, 2001. Such amount of reduced annual rental shall be endorsed on this Lease at the end hereof by the parties hereto as soon as the same can be done after the sale of said Bonds, and such endorsement shall be recorded as an addendum to this Lease. The parties hereto may also agree to reduce the term of this Lease in said addendum. In addition, such addendum shall specify the Trustee to whom the Lessee shall pay the rental to be due under this Lease. The parties hereto may also determine in such addendum to reduce the Project scope by removing either the Town Hall Project or the Police Station Project from the terms of this Lease.

The Lessee covenants that it will not take any action or fail to take any action that would result in the loss of the excludability from gross income for federal tax purposes of interest on the Bonds pursuant to Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"), as in effect on the date of delivery of the Bonds, nor will the Lessee act in any manner which would adversely affect such excludability. The Lessee further covenants that it will not make any investment or do any other act or thing during the period that any Bond is outstanding hereunder which would cause any Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and the regulations thereunder as in effect on the date of delivery of the Bonds. All officers, members, employees and agents of the Lessee are authorized and directed to provide certifications

•

of facts and estimates that are material to the reasonable expectations of the Lessee as of the date the Bonds are issued and to enter into covenants on behalf of the Lessee evidencing the Lessee's commitments made herein.

- for said premises all taxes and assessments levied against or on account of the leased property. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to the Lessor by the Lessee, at least three (3) days before the last day upon which the same must be paid to avoid delinquency. In case the Lessee shall in good faith desire to contest the validity of any such tax or assessment, and shall so notify the Lessor, and shall furnish bond with surety to the approval of the Lessor conditioned for the payment of the charges so desired to be contested and all damages or loss resulting to the Lessor from the non-payment thereof when due, the Lessee shall not be obligated to pay the same until such contests shall have been determined.
- Abatement of Rent. In the event that all or a portion of the Project shall be partially or totally destroyed, whether by fire or any other casualty, so as to render such portion of the Project unfit, in whole or part, for use and occupancy by the Lessee, it shall then be the obligation of the Lessor to restore and rebuild such portion of the Project as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; provided, however, that the Lessor shall not be obligated to expend on such restoration or rebuilding more than the amount of the proceeds received by the Lessor from the insurance provided for in Paragraph 6 hereof.

The rent shall be abated for the period during which the Project or any part thereof is unfit for occupancy and shall be in proportion to the percentage of floor area which is unfit for occupancy.

- Alteration and Repairs. The Lessee assumes all responsibility for repairs and alterations to the Project. No alterations shall be made by Lessee without first obtaining the written consent of Lessor. Subject to Paragraph 11, at the end of the term, Lessee shall deliver the leased property to Lessor in as good condition as at the beginning of the term, reasonable wear and tear only excepted. Equipment or other personal property which becomes worn out or obsolete may be discarded or sold by Lessee. Lessee need not replace such personal property, but may replace such property at its own expense, which replacement property shall belong to Lessee. The proceeds of the sale of any personal property shall be paid to the above-mentioned Trustee. Lessee may trade in any obsolete or worn out personal property or replacement property which will belong to Lessee upon payment to the Trustee of an amount equal to the trade-in value of such property.
- Lease, keep the demised premises insured against physical loss or damage, however caused, with such exceptions as are ordinarily required by insurers of buildings or facilities of a similar type, with good and responsible insurance companies, subject to the approval of Lessor. Such insurance shall be in an amount at least equal to the greater of (i) the option to purchase price or (i) one hundred percent (100%) of the full replacement cost of the Project as certified by a registered architect, registered engineer, or professional appraisal engineer, selected by the Lessor, on the effective date of this Lease, and on or

before the first day of the anniversary date of this Lease of each year thereafter, provided that such certification shall not be required so long as the amount of such insurance shall be in an amount at least equal to the option to purchase price. Such appraisal may be based upon a recognized index of conversion factors. During the full term of this Lease, Lessee will also, at its own expense, maintain rent or rental value insurance in an amount equal to the full rental value of the leased facilities for a period of two (2) years against physical loss or damage of the type insured against pursuant to the preceding requirements of this clause. Such policies shall be for the benefit of persons having an insurable interest in the demised premises, and shall be made payable to the Lessor or to such other person or persons as the Lessor may designate. Such policies shall be countersigned by an agent of the insurer who is a resident of the State of Indiana, and such policies, together with a certificate of the insurance commissioner certifying that the persons countersigning such policies are duly qualified in the State of Indiana as resident agents of the insurers on whose behalf they may have signed, and the certificate of the architect or engineer hereinbefore referred to shall be deposited with the Lessor. If, at any time, the Lessee fails to maintain insurance in accordance with this clause, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rental payable by the Lessee under this Lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or non-action of the Lessor in this regard shall not relieve the Lessee of any consequence of its default in failing to obtain such insurance, including its obligation to continue the rental payments in case of total or partial destruction of the Project as provided in Paragraph 4 hereof.

- The Lessee shall not assign this Lease or sublet the demised premises herein described without the written consent of Lessor; provided, however, that the Lessee shall in no event assign or sublet the demised premises if such assignment or sublease will result in the loss of the exclusion from gross income for federal income tax purposes of interest on any obligation issued by the Lessor to finance the demised premises. Lessee shall use and maintain the demised premises in accordance with the laws and ordinances of the United States of America, the State of Indiana, and all other proper governmental authorities.
- option, on any rental payment date prior to the expiration of this Lease, upon written notice to Lessor, to purchase the demised premises at a price equal to the amount required to enable Lessor to pay all indebtedness, including accrued and unpaid interest to the first date on which bonds may be redeemed and all premiums payable on the redemption thereof. In no event, however, shall such purchase price exceed the capital actually invested in such property by Lessor represented by outstanding securities or existing indebtedness plus the cost of transferring the property. The phrase "capital actually invested" as used herein shall be construed to include, but not by way of limitation, the following amounts expended by the Lessor: organization and incorporation expenses, financing costs, carrying charges, legal fees, architects' fees, contractors' fees and reasonable costs and expenses incidental thereto.

Upon request of the Lessee, the Lessor agrees to furnish an itemized statement setting forth the amounts required to be paid by the Lessee on the next rental payment date in order to purchase the demised premises in accordance with the preceding

the probability of

paragraph. The statement shall also set forth the name of the Trustee under the trust agreement or agreements securing the outstanding indebtedness of the Lessor.

If the Lessee exercises its option to purchase, it shall pay to the Trustee referred to above the purchase price which is required to pay all indebtedness of Lessor, including all premiums payable on the redemption thereof and accrued and unpaid interest. Such payment shall not be made until the Trustee gives to Lessee a written statement that such amount will be sufficient to retire all outstanding indebtedness of Lessor secured by the trust agreement or agreements between the Trustee and the Lessor, including all premiums payable on the redemption thereof and accrued and unpaid interest.

Nothing herein contained shall be construed to provide that Lessee shall be under any obligation to purchase the demised premises, or under any obligation in respect to any creditors, members or security holders of Lessor.

- option to renew this Lease for a further like, or lesser, term upon the same or like conditions as herein contained, and Lessee shall exercise this option by written notice to Lessor given upon any rental payment date prior to the expiration of this Lease.
- 10. <u>Utility Service</u>. The Lessee agrees to pay or cause to be paid all charges for sewer, gas, water, electricity, lights, heat or power, telephone or other utility services used, rendered or supplied upon or in connection with the leased premises throughout the term of this Lease, and to indemnify Lessor and save it harmless against any liability or damages on such account. The Lessee shall also, at its sole cost and expense, procure any and all necessary permits, licenses or other authorizations required for the lawful and proper installation and maintenance upon the leased premises of wires,

pipes, conduits, tubes and other equipment and appliances for use in supplying any such service to and upon the leased premises.

- 11. Transfer to Lessee. In the event Lessee does not exercise its option to purchase under Paragraph 8 or option to renew under Paragraph 9, and upon full discharge and performance by the Lessee of its obligations under this Lease, the demised premises shall become the absolute property of the Lessee, and Lessor shall execute the proper instruments conveying title to the premises to Lessee.
- other sums payable to the Lessor hereunder, or in the observance of any other covenant, agreement or condition hereof, and such default shall continue for ninety (90) days after written notice to correct the same, then, in any or either of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the demised premises and the Lessee covenants to surrender the same forthwith upon demand.

The exercise by the Lessor of the above right to terminate this Lease shall not release the Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate this Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

- 13. <u>Notices</u>. Whenever either party shall be required to give notice to the other under this Lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party or parties at their last known place of business.
- 14. <u>Successors or Assigns</u>. All covenants of this Lease, whether by Lessor or Lessee, shall be binding upon the successors and assigns of the respective parties hereto.
- of constructing the Project and leasing the same to Lessee under the provisions of the Indiana Code, Title 36, Article 1, Chapter 10. All provisions herein contained shall be construed in accordance with the provisions of said Chapter, and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and provisions of said Chapter, the provisions of said Chapter shall be deemed to be controlling and binding upon Lessot and Lessee. Out to Recorder!
- 16. Approval of Town Council. The Town Council of the Lessee, at a public meeting held on June 14, 2000, adopted a resolution approving of the form of this Lease and duly authorized the execution and attestation of this Lease by the President of the Town Council and the Clerk-Treasurer, respectively.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed for and on their behalf as of the day and year first hereinabove written.

### **LESSOR**

SCHERERVILLE BUILDING CORPORATION

Ву:

om P. Kouros, President

ATTEST:

Robin A. Thiel, Secretary

Docu LESSEE is

NOT O TOWN OF SCHERERVILLE, INDIANA

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Michael A. Troxell,

President of the Town Council

(SEAL)

ATTEST:

anice M. Malinowski, Clerk-Treasurer

STATE OF INDIANA	)
COUNTY OF LAKE	) SS:
	1

Before me, the undersigned, a Notary Public in and for the State of Indiana, personally appeared Tom P. Kouros and Robin A. Thiel, personally known to me as the President and Secretary, respectively, of the Schererville Building Corporation, and acknowledged the execution of the foregoing Lease for and on behalf of said Corporation.

Witness my hand and notarial seal this 31 day of October, 2000.

Notary Public

MARY J. SULEK

My Commission Expires:

3-13-2008

LAKE County Resident Document is

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S TO P

STATE OF INDIANA	)
	) SS
COUNTY OF LAKE	)

Before me, the undersigned, a Notary Public in and for the State of Indiana, personally appeared Michael A. Troxell and Janice M. Malinowski, personally known to me as the President of the Town Council and the Clerk-Treasurer, respectively, of the Town of Schererville, Indiana, and acknowledged the execution of the foregoing Lease for and on behalf of said Town.

Witness my hand and notarial seal this <u>31</u> day of <u>October</u>, 2000.

Notary Public

MARY J. SULEK

My Commission Expires:

**Document** is

-3-13- 200T OFFICIAL!

County Resident cument is the property of the Lake County Recorder!

STOP

This instrument was prepared by Randolph R. Rompola, Attorney at Law, Baker & Daniels, 205 West Jefferson Boulevard, Suite 250, South Bend, Indiana 46601.

### **EXHIBIT A**

The Town Hall Project will be located in the Town on the north side of Joliet Street at the northwest corner of the intersection of Joliet and Junction Streets and the Police Station Project will be located in the Town on the south side of Joliet Street, directly across from the Town Hall Project, which project locations are more specifically described as follows:

### Legal Description for Town Hall Project

### See Exhibit A-1



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#### EXHIBIT A-1

### Legal Description for Town Hall Project

DESCRIPTION: Lot 2, except the East 28.5 feet thereof, and the East 48 feet of Lot 3 in Block 1. The Town of Schererville, as per plat thereof, recorded in Miscellaneous Record A page 512, in the Office of the Recorder of Lake

PARCEL 2
DESCRIPTION: The West 2 feet of Lot 3 and all of Lot 4 in Block 1, Town of Schererville, as per plat thereof, recorded in Miscellaneous Record A, page 512, in the Office of the Recorder of Lake County, Indiana.

PARCEL 3
DESCRIPTION: Lot 5 in Block 1, The Town of Schererville, as per plat thereof, recorded in Miscellaneous Record A page 512, in the Office of the Recorder of Lake County, Indiana.

DESCRIPTION: Lot 1 in Block 19 The Town of Schererville, as per plat thereof, recorded in Miscellaneous Record A page and the West Half of vacated Central Avenue adjoining said

PARCEL 5
DESCRIPTION: Lot 1 and the East 28 feet 6 inches of Lot 2, Block 1, Town of Schererville, as per plat thereof, recorded in Miscellaneous Record A, page 512, in the Office of the Recorder of Lake County, Indiana.

PARCEL 6

DESCRIPTION: A part of the Northwest Quarter of the Northwest Quarter of Section 15 and the Northeast Quarter of the Northeast Quarter of Section 16, in Township 35 North, Range 9 West of the Second Principal Meridian, described as commencing at the intersection of the North line of said Section 16, with the Westerly Right—of—Way line of the P.C.C. and St. Louis Railroad; thence Southeasterly along the Westerly Right-of-Way line of said Railroad a distance of 292.90 feet, more or less, to the North line of a 40 foot public alley, said North line being 190 feet due North at right angles to the North line of State Road #330; thence Westerly along a line parallel to the North line of State Road #330, a distance of 64.64 feet to a point 50 feet Westerly of and at right angles to the Westerly Right-of-Way line of said Railroad; thence Northwesterly along a line parallel to the Westerly Right-of-Way line of said Railroad, a distance of 302.22 feet, more or less, to the North line of said Section 16; thence Easterly along the North line of said Section 16, a distance of 70.9 feet, more or less, to the place of beginning, except that part of said tract lying West of a fine which extends Northerly following the Schererville, form the Northeast corner of said Lot 2 to a noint in the North-line of Section 16 all in the Town of point in the North line of Section 16, allein the Town of Schererville, in Lake County, Indiana.

DESCRIPTION: A strip of land 50 feet in width lying Southwesterly of, parallel to and adjoining the Cincinnati, Chicago & St. Louis Railway Company, and extending from the South line of Section 9, Township 35 Northerly line of Joliet Street, as marked and laid down on Northwest Quarter of the Northwest Quarter of Section 15, Section 16, except that part thereof lying Northerly of the In the Township 35 North line of a 40 foot public alley extended Easterly, all Principal Meridian, in the Town of Schererville, Lake Miscellaneous Record A, page 512, in the Office of the Recorder of Lake County, Indiana.

### **EXHIBIT A-2**

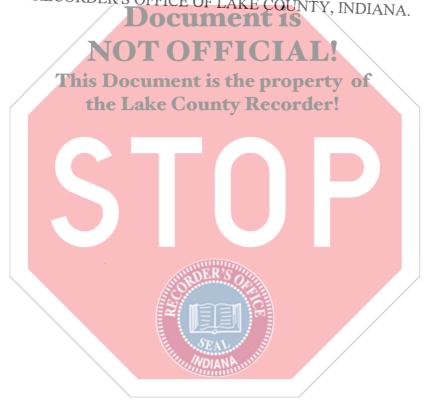
## **Legal Description for Police Station Project**

LOTS 2 AND 3 IN BLOCK 2 IN THE TOWN OF SCHERERVILLE, AS SHOWN IN PLAT BOOK "A", PAGE 512, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

ALSO, THE EAST 50 FEET OF BLOCK 10, IN THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA, AS SHOWN IN PLAT BOOK "A", PAGE 512, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA.

ALSO, THE EAST 50 FEET OF BLOCK 2 IN THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA, AS SHOWN IN THE PLAT BOOK "A", PAGE 512, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA.

ALSO, THAT PORTION OF THE PITTSBURG, CINCINNATI, CHICAGO & ST. LOUIS RAILWAY COMPANY RIGHT-OF-WAY LYING SOUTHERLY OF JOLIET STREET, NORTHERLY OF WILHELM STREET, AND EASTERLY OF BLOCKS 2 AND 10, IN THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA, AS SHOWN IN PLAT BOOK "A", PAGE 512, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA.



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### **EXHIBIT B**

# LEASE PAYMENT SCHEDULE (POLICE STATION PROJECT)

DATE	AMOU	, NT
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### LEASE PAYMENT SCHEDULE (TOWN HALL PROJECT)

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