

**THIRD AMENDMENT TO LEASE  
BETWEEN  
MERRILLVILLE MULTI-SCHOOL BUILDING CORPORATION  
AND  
MERRILLVILLE COMMUNITY SCHOOL CORPORATION**

2016

0556

2016 AUG 17 11:58 AM  
FILED  
STATE OF INDIANA  
LAKE COUNTY  
RECORDER

MICHAEL B. BRANN  
RECORDER

9

WHEREAS, the Merrillville Multi-School Building Corporation, an Indiana corporation (the "Lessor"), and the Merrillville Community School Corporation, a school corporation existing under the laws of the State of Indiana and located in Lake County (the "Lessee"), did heretofore on January 2, 1990, enter into a Lease Agreement (the "Original Lease") of the real estate described in Exhibit A attached hereto (the "Leased Premises"), as authorized by Indiana Code 20-47-3, which lease was recorded on July 24, 1990, in the Office of the Recorder of Lake County, Indiana, as Instrument Number 113135; and

WHEREAS, Lessor and Lessee entered into a First Amendment to Lease dated as of June 21, 1990 which First Amendment to Lease was recorded on July 24, 1990, in the Office of the Recorder of Lake County, Indiana, as Instrument Number 113136; and

WHEREAS, Lessor and Lessee entered into a Second Amendment to Lease dated as of June 5, 2007 which Second Amendment to Lease was recorded on February 21, 2008, in the Office of the Recorder of Lake County, Indiana, as Instrument Number 2008012480 with corresponding Addendum to Lease recorded February 21, 2008 as Instrument Number 2008012481; and

WHEREAS, Lessor and Lessee desire to further amend the Original Lease to reflect the refunding of certain debt payable from the Original Lease and the Lessor has agreed to provide capital improvements at the Leased Premises and at facilities owned or leased by the School Corporation (collectively, the "Projects"); and

WHEREAS, Lessor shall issue its Ad Valorem Property Tax First Mortgage Bonds, in one or more series with such designation as necessary, to effectuate the refunding and the financing of the Projects (collectively, the "Bonds"); now therefore,

IT IS AGREED by and between the Lessor and the Lessee that the Original Lease made and executed between them shall be amended as follows effective with the issuance and delivery by the Lessor of the additional bonds to fund the refunding and the renovation and improvements contemplated hereby:

1. Section 1 of the Original Lease is further amended by adding at the end thereof a new paragraph as follows:

"The Lessor agrees to provide capital improvements at the Leased Premises and at facilities owned or leased by the Lessee (collectively, the "Project") all according to plans and specifications filed with and approved by the Lessee, and to lease, demise and let the renovation and improvements to the Lessee. Such plans and specifications may be changed, additional construction, demolition, renovation or improvement work may be performed and equipment may be acquired by Lessor, but only with the approval of the Lessee, and only if such changes or modifications or additional construction, renovation



ok 32.1  
for  
Nov-2011  
u ReB

**FILED**  
25254  
AUG 17 2016  
JOHN E. PETALAS  
LAKE COUNTY AUDITOR

or improvement work or equipment do not alter the use of the building or reduce the value thereof. Any such additional construction, renovation or improvement work or equipment shall be part of the property covered by this Lease.”

2. Section 6 of the Original Lease is further amended by revising the insurance amount to equal one hundred percent (100%) of the full replacement cost of the Leased Premises.

3. The Lease rentals shall be as shown on Exhibit B (Amended 1990 Lease) attached hereto.



IT IS HEREBY FURTHER AGREED that all other provisions of the Original Lease shall remain in effect.

Dated as of June 30, 2016.

MERRILLVILLE MULTI-SCHOOL BUILDING CORPORATION

By:         *David Bick*          
President, Board of Directors

Attest:

        *[Signature]*          
Secretary, Board of Directors



MERRILLVILLE COMMUNITY SCHOOL  
CORPORATION

By: *Mark S. Lucas*  
President, Board of School Trustees

Attest:

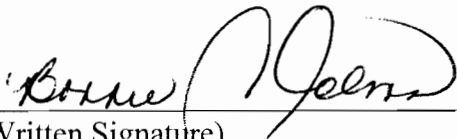
*Linda Jovaitis*  
Secretary, Board of School Trustees



STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, this 10<sup>th</sup> day of August, 2016, personally appeared DAVID W. BARRICK and DONALD P. LEVINSON, personally known to me to be the President and Secretary, respectively, of Merrillville Multi-School Building Corporation, and acknowledged the execution of the foregoing Third Amendment to Lease for and on behalf of said Corporation.

WITNESS my hand and notarial seal.

  
(Written Signature)

*Bonnie C. Coleman*  
(Printed Signature) Notary Public

(Seal)

My commission expires:

September 19, 2016

**NOT OFFICIAL!** My county of residence is:

**This Document is the property of  
the Lake County Recorder!**



STATE OF INDIANA            )  
  ) SS:  
COUNTY OF LAKE            )

Before me, the undersigned, a Notary Public in and for said County and State, this 10<sup>th</sup> day of August, 2016, personally appeared MARK S. LUCAS and LINDA JONAITIS, personally known to me to be the President and Secretary, respectively, of the Board of School Trustees of Merrillville Community School Corporation, and acknowledged the execution of the foregoing Third Amendment to Lease for and on behalf of said school corporation.

WITNESS my hand and notarial seal.

  
\_\_\_\_\_  
(Written Signature)

Bonnie C. Coleman  
\_\_\_\_\_  
(Printed Signature) Notary Public

(Seal)

My commission expires:

September 19, 2016

**Document is  
NOT OFFICIAL!**

My county of residence is:

**This Document is the property of  
the Lake County Recorder!**





**EXHIBIT A**

LEGAL DESCRIPTION

*(A Portion of Merrillville High School)*

A parcel of real estate in the Southwest Quarter of Section 10, Township 35 North, Range 8 West of the Second Principal Meridian, in the Town of Merrillville, Lake County, Indiana and being a part of the real estate described to the Merrillville Community School Corporation per a Warranty Deed recorded July 24, 1990 as Document Number 113133, in the Office of the Recorder of Lake County, Indiana, said parcel described as follows (the bearings are based on the South line of said Southwest Quarter having a direction of North 89 degrees 47 minutes 10 seconds West):

Commencing at the intersection of the East right-of-way line of Delaware Street and the South line of the Southwest Quarter of said Section 10; thence North 89 degrees 47 minutes 10 seconds West, 20.00 feet along said South line to the point of beginning; thence continuing along said South line North 89 degrees 47 minutes 10 seconds West, 20.00 feet; thence North 00 degrees 04 minutes 09 seconds West, 54.00 feet; thence South 89 degrees 47 minutes 10 seconds East, 613.33 feet parallel with the South line of said Section; thence North 00 degrees 12 minutes 50 seconds East, 626.74 feet to the Southerly face of a proposed building addition to the existing Merrillville High School; thence Westerly along said Southerly face the following 7 courses and distances: North 89 degrees 52 minutes 44 seconds West, 4.13 feet; North 00 degrees 07 minutes 16 seconds East, 10.08 feet; North 89 degrees 52 minutes 44 seconds West, 10.08 feet; North 89 degrees 52 minutes 44 seconds West, 20.12 feet; North 00 degrees 07 minutes 16 seconds East, 1.33 feet and North 89 degrees 52 minutes 44 seconds West, 178.54 feet to the Easterly face of said existing Merrillville High School; thence Northerly along said Easterly face the following 7 courses and distances: North 00 degrees 07 minutes 16 seconds East, 73.80 feet; North 89 degrees 52 minutes 44 seconds West, 3.30 feet; North 00 degrees 07 minutes 16 seconds East, 15.36 feet; South 89 degrees 52 minutes 44 seconds East, 3.32 feet; North 00 degrees 07 minutes 16 seconds East, 3.38 feet; North 89 degrees 52 minutes 44 seconds West, 4.30 feet and North 00 degrees 07 minutes 16 seconds East, 2.66 feet to the Northerly face of said proposed building addition; thence Easterly along said Northerly face the following 31 courses and distances: North 89 degrees 52 minutes 44 seconds East, 3.14 feet; South 00 degrees 07 minutes 16 seconds West, 1.33 feet; South 89 degrees 52 minutes 44 seconds East, 89.99 feet; North 00 degrees 07 minutes 16 seconds East, 1.33 feet; South 89 degrees 52 minutes 44 seconds East, 4.02 feet; North 00 degrees 07 minutes 16 seconds East 8.55 feet; North 89 degrees 52 minutes 44 seconds West, 0.79 feet; South 00 degrees 07 minutes 16 seconds West, 1.21 feet; South 65 degrees 04 minutes 45 seconds West, 1.92 feet to a point on a non-tangent curve concave Easterly having a radius of 70.30 feet; thence Northerly on said curve an arc length of 62.64 feet (chord bearing North 00 degrees 07 minutes 44 seconds East, chord length 60.59 feet, delta

EXHIBIT A (CONT.)

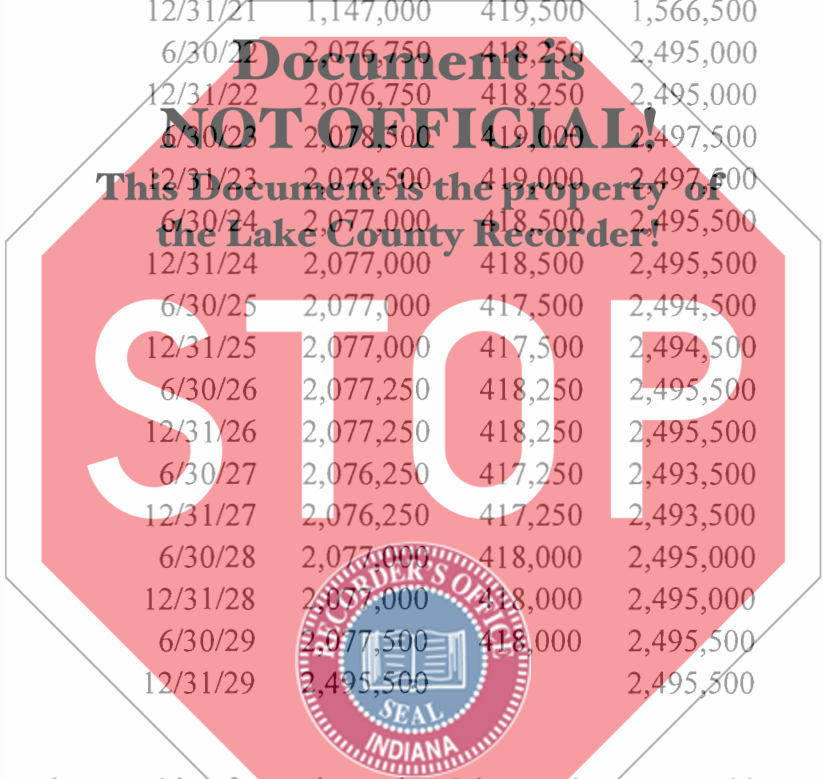
angle 51 degrees 03 minutes 02 seconds); South 64 degrees 43 minutes 59 seconds East, 1.91 feet; South 00 degrees 07 minutes 16 seconds West, 1.21 feet; South 89 degrees 52 minutes 44 seconds East, 16.07 feet; North 00 degrees 07 minutes 16 seconds East, 15.00 feet; North 89 degrees 52 minutes 44 seconds West, 5.45 feet; North 00 degrees 07 minutes 16 seconds East, 24.17 feet; South 89 degrees 52 minutes 44 seconds East, 27.50 feet; South 00 degrees 07 minutes 16 seconds West, 3.64 feet; South 89 degrees 52 minutes 44 seconds East, 13.33 feet; North 00 degrees 07 minutes 16 seconds East, 1.64 feet; South 89 degrees 52 minutes 44 seconds East, 1.37 feet; North 00 degrees 07 minutes 16 seconds East, 27.46 feet; South 89 degrees 52 minutes 44 seconds East, 14.43 feet; North 00 degrees 07 minutes 16 seconds East, 11.53 feet; South 64 degrees 49 minutes 31 seconds West, 1.36 feet; North 25 degrees 10 minutes 40 seconds West, 1.97 feet to a point on a non-tangent curve concave Southerly having a radius of 180.18 feet; thence Easterly on said curve an arc length of 160.46 feet (chord bearing South 89 degrees 52 minutes 44 seconds East, chord length 155.21 feet, delta angle 51 degrees 01 minutes 27 seconds); South 25 degrees 25 minutes 11 seconds West, 1.97 feet; North 64 degrees 34 minutes 59 seconds West, 1.36 feet; South 00 degrees 07 minutes 16 seconds West, 11.53 feet; South 89 degrees 52 minutes 44 seconds East, 74.43 feet to the Eastern most point of said Northerly face; thence Southerly along the Eastern face of said building addition the following 15 courses and distances: South 00 degrees 07 minutes 16 seconds West, 27.50 feet; South 89 degrees 52 minutes 44 seconds East, 1.33 feet; South 00 degrees 07 minutes 16 seconds West, 19.92 feet; North 89 degrees 52 minutes 44 seconds West, 1.33 feet; South 00 degrees 07 minutes 16 seconds West, 27.50 feet; North 89 degrees 52 minutes 44 seconds West, 60.00 feet; South 00 degrees 07 minutes 16 seconds West, 30.08 feet; South 89 degrees 52 minutes 44 seconds East, 60.00 feet; South 00 degrees 07 minutes 16 seconds West, 27.21 feet; South 89 degrees 52 minutes 44 seconds East, 1.33 feet; South 00 degrees 07 minutes 16 seconds West, 21.34 feet; North 89 degrees 52 minutes 44 seconds West, 1.33 feet; South 00 degrees 07 minutes 16 seconds West, 2.95 feet; North 89 degrees 52 minutes 44 seconds West, 66.42 feet; South 00 degrees 07 minutes 16 seconds West, 68.42 feet to the Southerly face of said building addition; thence Westerly along said Southerly face the following 3 courses and distances: North 89 degrees 52 minutes 44 seconds West, 17.44 feet; South 00 degrees 07 minutes 16 seconds West, 1.33 feet; North 89 degrees 52 minutes 44 seconds West, 1.10 feet; thence South 00 degrees 12 minutes 50 seconds West, 646.77 feet; thence North 89 degrees 47 minutes 10 seconds West, 613.24 feet, parallel with the South line of said Section; thence South 00 degrees 04 minutes 09 seconds East, 34.00 feet to the point of beginning.



**EXHIBIT B**

SCHEDULE OF SEMI-ANNUAL LEASE RENTAL PAYMENTS

Date	Amended 1990 Lease	Amended 2007 Lease	Amended Total
12/31/16	\$2,078,000	\$419,500	\$2,497,500
6/30/17	2,076,250	418,250	2,494,500
12/31/17	2,076,250	418,250	2,494,500
6/30/18	2,078,250	418,250	2,496,500
12/31/18	2,078,250	418,250	2,496,500
6/30/19	2,075,750	417,750	2,493,500
12/31/19	2,075,750	417,750	2,493,500
6/30/20	1,148,500	419,500	1,568,000
12/31/20	1,148,500	419,500	1,568,000
6/30/21	1,147,000	419,500	1,566,500
12/31/21	1,147,000	419,500	1,566,500
6/30/22	2,076,750	418,250	2,495,000
12/31/22	2,076,750	418,250	2,495,000
6/30/23	2,078,500	419,000	2,497,500
12/31/23	2,078,500	419,000	2,497,500
6/30/24	2,077,000	418,500	2,495,500
12/31/24	2,077,000	418,500	2,495,500
6/30/25	2,077,000	417,500	2,494,500
12/31/25	2,077,000	417,500	2,494,500
6/30/26	2,077,250	418,250	2,495,500
12/31/26	2,077,250	418,250	2,495,500
6/30/27	2,076,250	417,250	2,493,500
12/31/27	2,076,250	417,250	2,493,500
6/30/28	2,077,000	418,000	2,495,000
12/31/28	2,077,000	418,000	2,495,000
6/30/29	2,077,500	418,000	2,495,500
12/31/29	2,495,500		2,495,500



I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. (James D. Shanahan, Esq.)

This instrument prepared by James D. Shanahan, Taft Stettinius & Hollister LLP, 111 East Wacker, Suite 2800, Chicago, Illinois 60601.