

11

FILED

JUN 21 2024

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

GINA PIMENTEL
RECORDER
STATE OF INDIANA
LAKE COUNTY
RECORDED AS PRESENTED

2024-016526

2:36 PM 2024 Jun 21

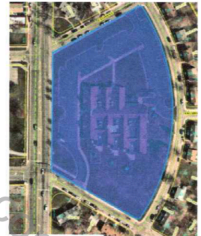
GROUND LEASE

This Ground Lease ("Lease") is entered into on the 21st day of June, 2024 ("Effective Date") by and between Community Center Development Corporation, an Indiana Corporation (hereinafter referred to as "Landlord") and The Hammond Historical Society INC, an Indiana Nonprofit Corporation (hereinafter referred to as "Tenant").

ARTICLE 1 DEMISE OF LEASED PREMISES

§ 1.01. Landlord is the owner of a parcel of real property with all improvements thereon, known generally as 5927 Columbia Avenue, Hammond, Indiana depicted adjacent hereto and more particularly legally described as (hereinafter the "Landlord's Property"):

PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND P.M., COMMENCING AT A POINT 657.20 FEET NORTH OF THE EAST AND WEST CENTER LINE OF SECTION 6, AND SO FEET EAST OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION (SAID POINT BEING ON THE EAST LINE OF COLUMBIA AVENUE AS NOW LAID OUT); THENCE RUNNING SOUTH 61 DEGREES 0 MINUTES EAST 299.56 FEET TO A POINT; THENCE NORTHERLY ON A CURVE CONVEX TO THE EAST, HAVING A RADIUS OF 570 FEET, THE CENTER OF WHICH CURVE IS LOCATED 830.325 FEET NORTH AND 160.72 FEET WEST OF THE CENTER OF SECTION 6, A DISTANCE OF 675.76 FEET; THENCE SOUTH 61 DEGREES 0 MINUTES WEST A DISTANCE OF 299.56 FEET TO A POINT ON THE EAST LINE OF COLUMBIA AVENUE; THENCE SOUTH ALONG SAID EAST LINE OF COLUMBIA AVENUE TO THE PLACE OF BEGINNING, IN THE CITY OF HAMMOND, ALL IN LAKE COUNTY, INDIANA.



Commonly Known as:
5927 Columbia Avenue, Hammond, Indiana

Parcel No. 45-07-06-252-001.000-023

25
CC
RM

NOT AN OFFICIAL DOCUMENT

§ 1.02. Within and located upon Landlord's Property is a plot of land upon which Tenant will install and maintain a monument (the "Monument"), which plot of land will be directly below the Monument when installed and extend ten linear feet in all directions of the Monument (the "Leased Premises"). The anticipated center point location of the Leased Premises is depicted at the intersection of the blue lines within the adjacent GIS image and further illustrated within the sketches and images contained within Exhibit A (attached hereto and incorporated herein by reference), but shall be determined by Landlord in consultation with Tenant prior to final installation of the Monument.



§ 1.03. In consideration of the mutual covenants and agreements of this Lease, and other good and valuable consideration, Landlord demises and leases to Tenant, and Tenant leases from Landlord, the Leased Premises.

§ 1.04. Tenant is to have and to hold the Leased Premises, together with all rights, privileges, easements, appurtenances, and immunities belonging to or in any way appertaining to them.

ARTICLE 2 LEASE TERM

Fixed Beginning and Termination Date

§ 2.01. The term of this Lease shall commence one (1) day after the Effective Date (the "Commencement Date") and end (unless sooner terminated pursuant to the covenants, conditions and agreements of this Lease or pursuant to law) on the last day of the month during which the seventy-fifth (75th) anniversary of the Commencement Date of this Lease occurs (the "Lease Term"). Unless one party to this Lease gives written notice of nonrenewal to the other party at least thirty (30) days prior to the end of the Lease Term or any renewal term, this Lease shall automatically be renewed for successive periods of seventy-five (75) years each under the same terms and conditions as contained herein.

Termination

§ 2.02. This Lease will terminate without further notice when the Lease Term specified in § 2.01 expires, and any holding over by Tenant after that term expires (including any automatic renewal term), will not constitute a renewal of the Lease or give Tenant any rights under the lease in or to the Leased Premises.

NOT AN OFFICIAL DOCUMENT

§ 2.03. Notwithstanding the provisions specified in § 2.01 or § 2.02, this Lease may be terminated for any one or any combination of the following events:

- Termination for Material Breach by Tenant. Landlord may terminate this Lease if the Tenant materially breaches this Lease; provided, however, that at least ninety (90) days prior to the date of such termination, Tenant has been given notice specifying the material breach or breaches that was, or were the cause for such termination, and the Tenant does not correct such default before the expiration of such period; and/or,
- Termination by Agreement. Landlord and Tenant may mutually agree in writing to terminate this Lease.

Holdover

§ 2.04. If Tenant holds over and continues in possession of the Leased Premises after the lease term (or any extension) expires, other than as provided in § 2.02, Tenant will be considered to be occupying the Leased Premises on a year-to-year tenancy, subject to all the terms of this Lease.

ARTICLE 3 RENT

Rent

§ 3.01. Tenant agrees to pay the Landlord, without previous demand therefore, and without any set-off or deduction whatsoever, Lease Term gross rent (as described below) for the leasing of the Leased Premises, on the Commencement Date. Lease Term gross rent during the term of the Lease shall be seventy-five and 00/100 (\$75.00) Dollars, allocable at the rate of \$1.00 per lease year, payable upon on or before the Effective Date and/or commencement of any renewal term ("Lease Term Rent").

Time and Manner of Payment

§ 3.02. Rent payments shall be made payable to Community Center Development Corporation at:

5927 Columbia Avenue
Hammond, IN 46320

or at such place as Landlord may from time to time designate in writing.

ARTICLE 4 TAXES

Landlord will pay and discharge all taxes, general and special assessments, and other charges of any kind levied on or assessed against the Leased Premises and all interests in the Leased Premises

NOT AN OFFICIAL DOCUMENT

and all improvements and other property on them during the lease term and Landlord will indemnify Tenant and hold it harmless from all such taxes, charges, and assessments.

ARTICLE 5 UTILITIES

To the extent required, if installed by Tenant, Tenant will pay or cause to be paid all charges for water, heat, gas, electricity, sewers, and all other utilities used on the Leased Premises throughout the lease term, including any connection fees.

ARTICLE 6 USE OF LEASED PREMISES

Permitted and Prohibited Use of Leased Premises

§ 6.01. Tenant may use the Leased Premises for installation and maintenance of a memorial and related appurtenances thereto. Tenant may use the Leased Premises for no other purpose without the written consent of Landlord. Landlord will not unreasonably withhold consent to a change of use.

Illegal Use Not Permitted

§ 6.02. Tenant may not use all or any part of the Leased Premises for any use or purpose that violates any valid and applicable law, regulation, or ordinance of the United States, the State of Indiana, the County of Lake, and/or City of Hammond or other lawful authority with jurisdiction over the Leased Premises.

ARTICLE 7 NOTICES.

All notices, demands, and requests hereunder shall be in writing and given by U.S. registered or certified mail, or by messenger delivery, in the case of Tenant to:

The Hammond Historical Society INC
Attn: President
564 State Street
Hammond, IN 46320

and in the case of Landlord to:

Community Center Development Corporation
Attn: President
5927 Columbia Avenue
Hammond, IN 46320

NOT AN OFFICIAL DOCUMENT

Each party from time to time may change its address for the purposes of notice under this article by giving to the other party notice of such change of address. Any payment, notice, demand or request given by U.S. registered or certified mail, as provided herein, shall be deemed served on the date it is deposited in the U.S. mail properly addressed and with postage fully prepaid.

ARTICLE 8 REPAIRS, MAINTENANCE, AND RESTORATION

At all times during the lease term, Tenant will keep and maintain, or cause to be kept and maintained, the Leased Premises and all temporary improvements erected on the Leased Premises in a good state of appearance and repair (except for reasonable wear and tear) at Tenant's own expense. Notwithstanding the foregoing, Landlord shall be responsible to maintain the grounds upon the Leased Premises, including the landscaping surrounding the Monument.

ARTICLE 9 MECHANICS' LIENS

Tenant will not cause or permit any mechanics' liens or other liens to be filed against the fee of the Leased Premises or against Tenant's leasehold interest (excluding a leasehold mortgage) in the land or any buildings or improvements on the Leased Premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Tenant or anyone holding the Leased Premises or any part of them through or under Tenant. If such a mechanic's lien or materialman's lien is recorded against the Leased Premises or any buildings or improvements on them, Tenant must either cause it to be removed or, if Tenant in good faith wishes to contest the lien, take timely action to do so, at Tenant's sole expense. If Tenant contests the lien, Tenant will indemnify Landlord and hold it harmless from all liability for damages occasioned by the lien or the lien contest and will, in the event of a judgment of foreclosure on the lien, cause the lien to be discharged and removed before the judgment is executed.

ARTICLE 10 ASSIGNMENT AND SUBLEASE

Tenant may sell or assign its leasehold estate in its entirety or any portion of it, or may sublet the Leased Premises or any portion of them or any portion of any building or other improvement erected on the Leased Premises, at any time and from time to time, and the rights of Tenant or its successor or assignee, may pass by operation of law. But each such transfer, assignment, or sale is subject to Tenant's obligations to Landlord under this Lease and will not release Tenant from its obligations under this lease.

ARTICLE 11 DEFAULT AND REMEDIES

Termination on Default

If Tenant defaults in performing any covenant or term of this Lease and does not correct the default within ninety (90) days after receipt of written notice from Landlord to Tenant, Landlord may declare this Lease, and all rights and interest created by it, terminated. If Landlord elects to

NOT AN OFFICIAL DOCUMENT

terminate, this Lease will cease as if the day of Landlord's election were the day originally fixed in the Lease for its expiration.

ARTICLE 12 LANDLORD'S WARRANTIES AND COVENANTS

Warranty of Title

§ 12.01. Landlord warrants, and Tenant acknowledges and fully consents, that Landlord is the owner in fee simple absolute of the Leased Premises, subject only to covenants, conditions, easements, and other matters of record.

Warranty of Quiet Enjoyment

§ 12.02. Landlord covenants that as long as Tenant pays the rent and other charges under this Lease and observes the covenants and terms of this Lease, Tenant will lawfully and quietly hold, occupy, and enjoy the Leased Premises during the lease term without being disturbed by Landlord or any person claiming under Landlord, except for any portion of the Leased Premises that is taken under the power of eminent domain.

ARTICLE 13 GENERAL PROTECTIVE PROVISIONS

Right of Entry and Inspection

§ 13.01. Tenant must permit Landlord or its agents, representatives, or employees to enter the Leased Premises for the purposes of inspection; determining whether Tenant is complying with this Lease; maintaining, repairing, or altering the Leased Premises; or showing the Leased Premises to prospective tenants, purchasers, mortgagees, or beneficiaries under trust deeds.

No Partnership or Joint Venture

§ 13.02. The relationship between Landlord and Tenant is at all times solely that of landlord and tenant and may not be deemed a partnership or a joint venture.

No Termination on Bankruptcy

§ 13.03. Bankruptcy, insolvency, assignment for the benefit of creditors, or the appointment of a receiver will not affect this Lease as long as Tenant and Landlord or their respective successors or legal representatives continue to perform all covenants of this Lease.

No Waiver

§ 13.04. No waiver by either party of any default or breach of any covenant or term of this Lease may be treated as a waiver of any subsequent default or breach of the same or any other covenant or term of this Lease.

NOT AN OFFICIAL DOCUMENT

Release of Landlord

§ 13.05. If Landlord sells or transfers all or part of the Leased Premises and as a part of the transaction assigns its interest as Landlord in this Lease, then as of the effective date of the sale, assignment, or transfer, Landlord will have no further liability under this Lease to Tenant, except with respect to liability matters that have accrued and are unsatisfied as of that date. Underlying this release is the parties' intent that Landlord's covenants and obligations under this Lease will bind Landlord and its successors and assigns only during and in respect of their respective successive periods of ownership of the fee.

ARTICLE 14 MISCELLANEOUS PROVISIONS

Governing Law

§ 14.01. This Lease, and all matters relating to this Lease, shall be governed by the laws of the State of Indiana in force at the time any need for interpretation of this Lease or any decision or holding concerning this Lease arises.

Binding on Heirs and Successors

§ 14.02. This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, but nothing in this section shall be construed as a consent by Landlord to any assignment of this Lease or any interest in the Lease by Tenant.

Partial Invalidity

§ 14.03. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Lease shall remain in full force and effect unimpaired by the holding.

Sole and Only Agreement

§ 14.04. This instrument constitutes the sole and only agreement between Landlord and Tenant respecting the Leased Premises, the leasing of the Leased Premises to Tenant, and the lease terms set forth in this Lease, and correctly sets forth the obligations of Landlord and Tenant to each other as of its date. Any agreements or representations respecting the Leased Premises, their leasing to Tenant by Landlord, or any other matter discussed in this Lease not expressly set forth in this instrument are null and void.

Time of Essence

§ 14.05. Time is expressly declared to be of the essence of this Lease.

NOT AN OFFICIAL DOCUMENT

Memorandum of Lease for Recording

§ 14.07. The parties agree and stipulate that this Lease or a Memorandum of this Lease shall be recorded by Tenant after the Effective Date.

Counterparts

§ 14.08. This Lease may be executed in multiple counterparts and each counterpart shall be an original and all counterparts, together, shall constitute this Lease.

SIGNATURE PAGE FOLLOWS

Property of Lake County Recorder

NOT AN OFFICIAL DOCUMENT

IN TESTIMONY WHEREOF, Landlord and Tenant have caused this Lease to be executed as a sealed instrument, as of the day and year set forth below but effective as of and from the Effective Date first above written.

LANDLORD:

Community Center Development Corporation, an Indiana Corporation

By: Cynthia Warner-Lowe

Name: Cynthia Warner-Lowe

Title: Board President

Date: June 21, 2024

STATE OF Indiana)
) SS:
COUNTY OF Lake)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Cynthia S. Warner-Lowe, Authorized Signatory of Community Center Development Corporation, who acknowledged the execution of the foregoing instrument as their free and voluntary act of said Corporation, and as their free and voluntary act, acting for said Corporation.

Witness my hand and Notarial Seal this 21st day of June, 2024.

My commission expires:

09/04/2025

Signature:

Cynthia Rangel

Printed:

Cynthia Rangel

Notary name

