

## REAL ESTATE LEASE

THIS REAL ESTATE LEASE (“Lease”) was made and entered into as of September 20, 2022 (the “Effective Date”) between the **Board of Park Commissioners of the City of Fort Wayne** (“LESSOR”) and **Lutheran Homes, Inc. d/b/a Lutheran Life Villages**. An Indiana non-profit corporation (“LESSEE”).

### WITNESSETH:

LESSOR, in consideration of the agreements and covenants herein, contained, does hereby lease to LESSEE a portion of the following described real estate in the City of Fort Wayne, County of Allen, and the State of Indiana, to-wit:

#### I. DESCRIPTION OF PROPERTY

The property leased is Room Numbers 203, 204, 206, and 207 on the second floor of the Fort Wayne Parks and Recreation Department Community Center located at 233 West Main Street, Fort Wayne, Indiana 46802 (the “Building”) containing approximately four hundred forty-one and thirty-eight one-hundredths (441.38) square feet (the “Premises”). A description of the Premises is contained in Schedule “A” attached hereto and made a part hereof.

The real estate on which the Building is located is legally described as follows:

Part of Lot 5 in HANNA’S PLAT “C”, said lot being in the Northwest Fractional one-quarter of Section 36, Township 31 North, Range 12 East, Allen County, Indiana as recorded in Deed Record 45, page 22, in the Office of the Recorder of Allen County, in particular, described as follows to-wit:

Lots 523-527 Block 20 in Ewing’s Addition, plus Lots 529-533 in Hanna’s Addition to the City of Fort Wayne (the “Real Estate”).

#### II. TERM OF LEASE;

The Lease shall be for a term of five (5) years commencing on the Effective Date and expiring on September 19, 2027 (the “Lease Term”), subject to the right of either LESSOR or LESSEE to

terminate this Lease at the expiration of any twelve (12) month period during the Lease Term upon written notice to the non-terminating party given not less than sixty (60) calendar days prior to the expiration of such twelve (12) month period.

### **III. RENTAL PAYMENTS**

All sums due from LESSEE hereunder shall be payable to LESSOR at the Department of Parks and Recreation, 705 East State Boulevard, Fort Wayne, Indiana 46805. Rental to be paid by LESSEE shall be in the total amount of \$24,446.20, payable in equal monthly installments of \$409.24 commencing on the Effective Date and on the twentieth (20) day of each consecutive month thereafter during the Lease Term.

### **IV. USE OF PREMISES**

LESSEE covenants that the Premises shall be used for the management and administration of LESSEE'S "Foster Grandparent Program" and for no other purpose without LESSOR'S prior written consent.

### **V. USE OF PARKING AREA**

LESSEE shall have the non-exclusive use of the parking area which serves the Building except those parking areas that are designated as "reserved" by LESSOR.

### **VI. CONDITION OF PREMISES**

LESSEE has examined the Premises prior to executing this Lease and accepts the Premises in "as is where is" condition. LESSEE acknowledges that LESSOR has made no representation or warranty to LESSEE regarding either the condition of the Premises or LESSOR'S willingness to make any structural or cosmetic changes to the Premises prior to or during the Lease Term.

### **VII. LESSOR TO MAINTAIN BUILDING**

LESSOR shall maintain in good condition and repair the roof, foundation, and other structural components of the Building, together with the Building's HVAC, electrical, mechanical, fire protection,

and plumbing systems, driveways, sidewalks, and parking lots serving the Building, except such maintenance or repairs as are required by the acts of LESSEE, its employees, agents or invitees. LESSOR shall maintain and repair the interior of the Premises including carpet replacement and painting unless such maintenance or repairs are required by the acts of LESSEE, its employees, agents, or invitees. LESSOR shall pay for the normal electricity, heat, water, and sewage charges attributable to the Premises. LESSOR shall provide normal and customary housekeeping services of the Premises. LESSEE shall provide its own computer hardware, software and service provider, all at LESSEE's cost.

#### **VIII. GENERAL COVENANTS OF LESSEE**

1. LESSEE will not permit any waste or misuse of the Premises.
2. LESSEE will not use or occupy the Premises for any unlawful purpose and will not permit the use of the Premises to violate any law, rule, or regulation of any government authority.
3. LESSEE will make no structural alterations or additions in or to the Premises without the prior written consent of LESSOR. Without the prior written consent of LESSOR, LESSEE will neither hang nor place any signs, pictures, advertisements, or other items on the walls of the Premises or the Building (whether temporary or permanent in nature) nor paint or otherwise redecorate the Premises.
4. LESSEE will permit LESSOR and its authorized agents to enter upon the Premises at all reasonable times, upon reasonable notice to LESSEE, to examine the condition thereof, to make necessary repairs, and to exhibit the Premises to prospective tenants; provided that no notice to LESSEE shall be required in the event of an emergency.
5. LESSEE agrees to obtain comprehensive and public liability insurance for the Premises during the Lease Term in the amounts of \$300,000 for property damage, \$1,000,000 for injury or death of one (1) person or for any one (1) occurrence, and \$1,000,000 general aggregate limit. Such insurance shall name LESSOR as an additional insured thereon and shall provide thirty (30) days prior written notice to LESSOR in the event of cancellation or non-renewal of such insurance for any reason. LESSEE shall annually provide LESSOR during the Lease Term with a Certificate of Insurance evidencing that the foregoing insurance coverage has been issued for the following twelve (12) months.
6. LESSEE shall carry all required workman's compensation insurance for its employees.
7. LESSEE shall not permit any mechanic's lien, material man's lien, or other lien attachment or notice of lien or attachment to be filed against the Building or the Real Estate. LESSEE agrees that no lien or notice of a lien shall in any event or circumstance whatsoever, attach to, or be claimed or filed against the Building or the Real Estate. In the event LESSEE shall fail to obtain the release of any such lien or attachment within thirty (30) days of filing, LESSEE shall indemnify, save and hold harmless LESSOR from any expenses incurred by LESSOR in obtaining the release of any such lien or attachment, including attorneys' fees.
8. LESSEE shall participate in all fire evacuation plans and exercises conducted for the Building.

## **IX. GENERAL COVENANTS OF LESSOR**

1. So long as LESSEE is not in default hereunder, LESSOR grants LESSEE the right to peaceably and quietly hold, occupy and enjoy the Premises during the Lease Term.
2. LESSEE may not alter or remodel the interior of the Premises without the prior written consent of LESSOR.
3. LESSOR shall pay all real estate taxes, assessments, and other charges levied or imposed by the lawful authority against, upon, or with respect to the Building.
4. LESSOR will pay for the lawn and grounds maintenance for the Building, including parking areas, exterior lighting, sidewalks, and driveways.
5. LESSOR will provide snow and ice removal for sidewalks and parking lots for the Building.

## **X. USE OF MEETING ROOMS**

Except as set forth below, LESSEE may, upon request, use additional meeting rooms in the Building without charge, when and as available as determined by the Building Manager. LESSEE agrees that in consideration for the use of such meeting rooms, LESSEE will set up the rooms and break down and clean such meeting rooms after use. LESSEE's use of such meeting rooms shall not disturb or interfere in any manner with scheduled programs then occurring in the Building. LESSEE may use the meeting rooms for a maximum of two (2) hours unless an additional use is permitted by the Building Manager with the consent of the Building Manager. LESSEE may use the Multi-Purpose room for groups of thirty (30) or more at the rate of Fifty and 00/100 Dollars (\$50.00) per event, for a maximum of four (4) hours or such other time periods approved by the Building Manager.

## **XI. ACCESS TO PREMISES**

LESSEE acknowledges and agrees that access to the Premises will be limited to the hours that the Building is open to the public, as established solely by LESSOR. Any additional use of the Premises by LESSEE shall be at LESSOR's discretion and in accordance with any procedures established by LESSOR. One key to the Leased Premises will be provided to Lessee for its use and will be returned to LESSOR upon expiration of or earlier termination of the Lease Term.

## **XII. ASSIGNMENT AND SUBLETTING**

LESSEE shall not assign this Lease or sublet the Leased Premises or any portion thereof without the prior written consent of LESSOR

### **XIII. DEFAULT**

LESSOR shall give LESSEE written notice of any default by LESSEE in the payment of rent or the performance of any other obligations to be kept or performed by LESSEE and if such default continues for a period of thirty (30) days after receipt by LESSEE of a written notice from LESSOR specifying such default or, in the case of delinquent rent, for period of ten (10) days after such notice, LESSOR may thereafter without further notice or demand, enter onto the Premises and take full and absolute possession thereof, without such re-entry causing forfeiture of the rent to be paid or the covenants to be performed by LESSEE hereunder.

### **XIV. INDEMNITY**

LESSEE agrees to defend, indemnify and hold harmless LESSOR, the City of Fort Wayne, and their respective officers, employees, representatives, agents, divisions, and departments against any loss, claim, damage, cost, and expense of every kind and nature, including attorney fees and legal costs, arising directly or indirectly from LESSEE's rental, use, occupancy, management and control of the Premises, parking areas, sidewalks and driveways serving the same and the common areas of the Building. Such indemnity shall survive the termination or cancellation of the Lease for any reason.

### **XV. RISK OF LOSS**

In case the Building or any substantial part thereof shall be destroyed or so damaged by the elements or other cause, as to be unfit for occupancy, then this Lease may be terminated by either LESSOR or LESSEE upon thirty (30) days prior written notice to the non-terminating party, which notice shall be given within sixty (60) days following the date of such damage or loss.

### **XVI. GOVERNMENT REGULATIONS**

LESSOR and LESSEE agree to comply with all applicable federal, state, and local governmental regulations and requirements including but not limited to Indiana State Fire Marshall, the City of Fort Wayne and Allen County Building Code, regulations of the Fort Wayne Fire Prevention Bureau and the Indiana State Board of Health.

## **XVII. NOTICES**

Any notice to be given under this lease shall be made in person or by certified mail to LESSOR at 705 East State Boulevard, Fort Wayne, Indiana, 46805 and to LESSEE at 233 West Main Street, Fort Wayne, Indiana 46802 or to such other address as may be given by either party in writing, person, or by certified mail. Notice, if made by certified mail, shall be deemed given on the date of postmark.

**BOARD OF PARK COMMISSIONERS  
OF THE CITY OF FORT WAYNE**

**LUTHERAN HOMES, INC. D/B/A  
LUTHERAN LIFE VILLAGES**

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William Zielke, Board President

BY: \_\_\_\_\_  
Representing LHI dba LFV

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Justin Shurley, Vice President  
  
nting LHI dba LFV

BY: \_\_\_\_\_  
Repres

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Richard Briley, Commissioner

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Corey Miller, Commissioner

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Steve McDaniel, Director/Board Secretary.

