

Deed #500

Fire Station near  
corner of Notre Dame  
Ave. and South Bend  
Avenue

Fire Stn. #7

RETURN TO: Wm. Kirkwood, C/O Office of City Engineer, City Hall

48598

DEED OF CONVEYANCE

Transfer ..... 645  
Taxing Unit .....  
Date ..... 10/25/68

THIS INDENTURE WITNESSETH, that

WHEREAS, heretofore, to-wit: on the 2nd day of June, 1903, the University of Notre Dame du Lac executed and delivered to The Municipal City of South Bend a quit-claim deed for the following described real estate located in the City of South Bend, County of St. Joseph, State of Indiana, described as follows, to-wit:

ST. JOSEPH CO.  
INDIANA  
FILED FOR RECORD  
Oct 25 3 53 AM '68  
BOOK 707 PAGE 173

The East one hundred and sixty-five (165) by eighty-two and one-half (82½) feet of Lot Number twenty-three (23) in Sorin's First Addition, as shown by plat in the records of said St. Joseph County, said premises being more specifically described as one hundred and sixty-five (165) feet in length from east to west, and eighty-two and one-half (82½) feet in width from north to south, and fronting east on Notre Dame Avenue,

which said deed provided that the conveyance was made on the express condition that said premises so conveyed were to be used for the sole purpose of a site or location for a hose-house and small park for its Fire Department, and further provided that in the event the use of said premises for the purposes therein specified should be discontinued, then and in that event, the title to said premises shall revert to the University of Notre Dame du Lac; and

WHEREAS, heretofore, the City has discontinued the use of said premises for said specified purposes and the title to said premises has reverted to the University of Notre Dame du Lac and it is now the owner thereof; and

WHEREAS, it is the desire of the Municipal City of South Bend to acquire title to said premises for specific purposes and upon certain conditions.

NOW, THEREFORE, THE UNIVERSITY OF NOTRE DAME DU LAC, a corporation organized and existing under and by virtue of the laws of the State of Indiana, CONVEYS AND QUIT CLAIMS to the MUNICIPAL CITY OF SOUTH BEND the following described real estate located in the City of South Bend, County of St. Joseph, State of Indiana, to-wit:

The East one hundred and sixty-five (165) by eighty-two and one-half (82½) feet of Lot Number twenty-three (23) in Sorin's First Addition, as shown by plat in the records of said St. Joseph County, said premises being more specifically described as one hundred and sixty-five (165) feet in length from east to west, and eighty-two and one-half (82½) feet in width from north to south, and fronting east on Notre Dame Avenue.

This conveyance is made upon the express condition that the above described premises are conveyed to said Municipal City of South Bend for the use and purpose of establishing and maintaining a neighborhood center to enable said City to render social services to the residents of said City. In the event the use of said premises for the purposes herein specified shall be discontinued, or in the event they should be turned to other uses, then and in that event, title to said premises shall revert to the Grantor, The University of Notre Dame du Lac, with full and unqualified right to occupy and possess the said premises thereafter free from any liens, claims and encumbrances created by said Municipal City of South Bend.

Signed and Dated this 23rd day of October, 1968.



THE UNIVERSITY OF NOTRE DAME DU LAC  
By Theodore M. Hesburgh  
Theodore M. Hesburgh, President

Attest:  
Edmund P. Joyce  
Edmund P. Joyce, Secretary

State of Indiana, St. Joseph County, ss:

Before me, a Notary Public in and for said County and State, personally appeared Theodore M. Hesburgh and Edmund P. Joyce, known to me to be the President and Secretary, respectively, of The University of Notre Dame du Lac, who acknowledged the execution of the foregoing deed on behalf of said corporation.

WITNESS my hand and Notarial Seal this 23rd day of October, 1968.



John Hosensh  
Notary Public

Prepared by: Louis C. Chapleau, 301 St. Joseph Bank Building, South Bend, Indiana 46601

48598

DEED OF CONVEYANCE

Transfer ..... 6115  
Taxing Unit ..... 113  
Date ..... 10/25/68

THIS INDENTURE WITNESSETH, that

WHEREAS, heretofore, to-wit: on the 2nd day of June, 1903, the University of Notre Dame du Lac executed and delivered to The Municipal City of South Bend a quit-claim deed for the following described real estate located in the City of South Bend, County of St. Joseph, State of Indiana, described as follows, to-wit:

ST. JOSEPH CO.  
INDIANA  
FILED FOR RECORD  
OCT 25 9 53 AM '68  
BOOK PAGE  
EDWIN A. KALCZYNSKI  
RECORDER

The East one hundred and sixty-five (165) by eighty-two and one-half (82½) feet of Lot Number twenty-three (23) in Sorin's First Addition, as shown by plat in the records of said St. Joseph County, said premises being more specifically described as one hundred and sixty-five (165) feet in length from east to west, and eighty-two and one-half (82½) feet in width from north to south, and fronting east on Notre Dame Avenue,

which said deed provided that the conveyance was made on the express condition that said premises so conveyed were to be used for the sole purpose of a site or location for a hose-house and small park for its Fire Department, and further provided that in the event the use of said premises for the purposes therein specified should be discontinued, then and in that event, the title to said premises shall revert to the University of Notre Dame du Lac; and

WHEREAS, heretofore, the City has discontinued the use of said premises for said specified purposes and the title to said premises has reverted to the University of Notre Dame du Lac and it is now the owner thereof; and

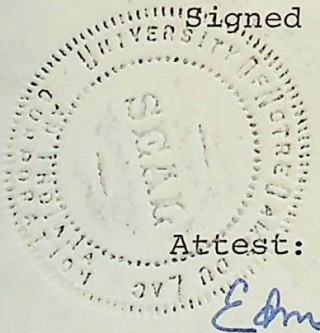
WHEREAS, it is the desire of the Municipal City of South Bend to acquire title to said premises for specific purposes and upon certain conditions.

NOW, THEREFORE, THE UNIVERSITY OF NOTRE DAME DU LAC, a corporation organized and existing under and by virtue of the laws of the State of Indiana, CONVEYS AND QUIT CLAIMS to the MUNICIPAL CITY OF SOUTH BEND the following described real estate located in the City of South Bend, County of St. Joseph, State of Indiana, to-wit:

The East one hundred and sixty-five (165) by eighty-two and one-half (82½) feet of Lot Number twenty-three (23) in Sorin's First Addition, as shown by plat in the records of said St. Joseph County, said premises being more specifically described as one hundred and sixty-five (165) feet in length from east to west, and eighty-two and one-half (82½) feet in width from north to south, and fronting east on Notre Dame Avenue.

This conveyance is made upon the express condition that the above described premises are conveyed to said Municipal City of South Bend for the use and purpose of establishing and maintaining a neighborhood center to enable said City to render social services to the residents of said City. In the event the use of said premises for the purposes herein specified shall be discontinued, or in the event they should be turned to other uses, then and in that event, title to said premises shall revert to the Grantor, The University of Notre Dame du Lac, with full and unqualified right to occupy and possess the said premises thereafter free from any liens, claims and encumbrances created by said Municipal City of South Bend.

Signed and Dated this 23rd day of October, 1968.



THE UNIVERSITY OF NOTRE DAME DU LAC

By Theodore M. Hesburgh  
Theodore M. Hesburgh, President

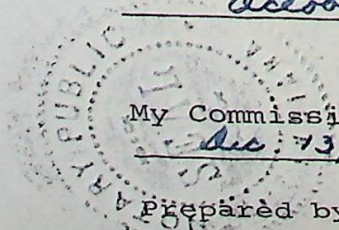
Attest:

Edmund P. Joyce  
Edmund P. Joyce, Secretary

State of Indiana, St. Joseph County, ss:

Before me, a Notary Public in and for said County and State, personally appeared Theodore M. Hesburgh and Edmund P. Joyce, known to me to be the President and Secretary, respectively, of The University of Notre Dame du Lac, who acknowledged the execution of the foregoing deed on behalf of said corporation.

WITNESS my hand and Notarial Seal this 23rd day of October, 1968.



Helen Kosinski  
Notary Public

My Commission Expires: Dec 73, 1971

Prepared by: Louis C. Chapleau, 301 St. Joseph Bank Building, South Bend, Indiana 46601

#7 FIRE STATION  
Notre Dame Ave 24738

#200  
Deed

~~32~~  
University of  
Notre Dame  
to  
The Municipal City  
of  
South Bend.

Received for Record.

Duty Entered for Taxation  
OCT 24 1903

John M. Brown,  
AUDITOR,  
ST. JOSEPH CO., IND.

RECEIVED FOR RECORD  
This OCT 24 1903 day of \_\_\_\_\_  
at 9 1/2 o'clock A. M., and recorded  
In Deed Record No. 125  
on page 550

JOSIAH P. REED,  
Recorder St. Joseph Co., Ind.

COMPARED BY John A. Swanson  
Pace  
INDEXED

## Deed.

This Indenture Witnesseth, That the University of Notre Dame du Lac, a corporation created and existing under and by virtue of the laws of the State of Indiana, situated at Notre Dame, in St. Joseph County, State of Indiana, conveys and quit-claims to The Municipal City of South Bend, its successors and assigns, of the County of St. Joseph and State of Indiana, for the sum of One (\$100) Dollar, the following Real Estate, in St. Joseph County, in the State of Indiana, to wit:

The East one hundred and sixty-five (165) by eighty-two and one-half ( $82\frac{1}{2}$ ) feet of Lot Number twenty-three (23) in Sorin's First Addition, as shown by plat in the records of said St. Joseph County, said premises being more specifically described as one hundred and sixty-five (165) feet in length from east to west, and eighty-two and one-half ( $82\frac{1}{2}$ ) feet in width from north to south, and fronting east on Notre Dame Avenue.

The said University of Notre Dame du Lac acquired the title to said premises by devise under the Last Will and Testament of Rev. Edward Sorin, deceased, the same being dated September 2d, 1892, and probated November 10th, 1893, in Book No. 7, pages 291-296, in the records of said County of St. Joseph, and State of Indiana.

This conveyance is made upon the express condition that the above described premises are conveyed to the said Municipal City of South Bend for the uses and purposes of a site or location for a hose-house and small park for its Fire Department; that said hose-house shall be of a size and character entailing a minimum expenditure of \$3,500, and be built during the current year; that said hose-house, with appurtenances, and small park shall be maintained in a becoming and serviceable condition; that said Fire Department shall give its services promptly and gratuitously if a fire should break out in any of the buildings at Notre Dame, and if the use of said premises for the purposes herein specified should be discontinued, or they should be turned to other uses, or any of the conditions herein stated should not be fulfilled, then and in that event the title to said premises shall revert to the said University of Notre Dame du Lac, with full and unqualified right to occupy and possess the said premises thereafter, free from any liens, claims and incumbrances created by said Municipal City of South Bend.

And the said University of Notre Dame du Lac covenants for itself, its successors and personal representatives that it is well and truly seized of said premises, has good right to convey the same and guarantee the quiet possession thereof, and that



29  
30  
31  
32  
seen a view that it is well and truly  
seized of said premises, has good right  
to convey the same and guarantee  
the quiet possession thereof, and that

the same are free from all lawful  
claims and incumbrances.

In Witness Whereof, the President and  
Secretary of the Board of Trustees of said  
University of Notre Dame du Lac, duly au-  
thorized, have herewith set their hands  
and seals and affixed the seal of said  
University this 2d day of June, A. D. 1903.

University of Notre Dame du Lac

By John A. Zahm,

President of Board of Trustees

of University of Notre Dame du Lac.

Attest. James J. French

Secretary of Board of Trustees

of University of Notre Dame du Lac.

State of Indiana, }  
St. Joseph County. }

Before me, B. Albers,  
a Notary Public in and for said County, came  
the University of Notre Dame du Lac, a cor-  
poration, by Rev. John A. Zahm, President  
of its Board of Trustees, and Rev. James  
J. French, its Secretary, in its name and  
behalf, and acknowledged the execution  
of the above deed as the deed of the said  
University of Notre Dame du Lac for the uses  
and purposes therein stated.

Witness my hand and official seal  
this 2d day of June, A. D. 1903.

B. Albers,

Notary Public

(Copy)

THIS INDENTURE WITNESSETH, THAT the University of Notre Dame du Lac, a corporation created and existing under and by virtue of the State of Indiana, situated at Notre Dame, in St. Joseph County, State of Indiana, conveys and quit-claims to the Municipal City of South Bend, its successors and assigns, of the County of St. Joseph and State of Indiana, for the sum of One (\$1.00) Dollar, the following Real Estate, in St. Joseph County, in the State of Indiana, to wit:

The East one hundred and sixty-five (165) by eighty-two and one-half ( $82\frac{1}{2}$ ) feet of Lot Number twenty-three (23) in Sorin's First Addition as shown by plat in the records of said St. Joseph County, said premises being more specifically described as one hundred and sixty-five (165) feet in length from east to west, and eighty-two and one half ( $82\frac{1}{2}$ ) feet in width from north to south, and fronting east on Notre Dame Avenue.

The said University of Notre Dame du Lac acquired the title to said premises by device under the Last Will and Testament of Rev. Edward Sorin, deceased, the same being dated September 2d, 1892, and probated November 10th, 1893, in Book 7, pages 291-296, in the records of said County of St. Joseph, and State of Indiana.

This conveyance is made upon the express condition that the above described premises are conveyed to said Municipal City of South Bend for the uses and purposes of a site or location for a hose-house and small park for its Fire Department; that said hose-house shall be of a size and character entailing a minimum expenditure of \$3,500.00, and be built during the current year; that said hose-house, with appurtenances, and small park shall be maintained in a becoming and serviceable condition; that said fire department shall give its services promptly and gratuitously if a fire should break out in any of the building at Notre Dame; and if the use of said premises for the purposes herein specified should be discontinued, or they should be turned to other uses, or any of the conditions herein stated should not be fulfilled, than and in that event the title to said premises shall revert to said University of Notre Dame du Lac, with full and unqualified right to occupy and possess the said premises thereafter, free from any liens, claims and incumbrances created by said Municipal City of South Bend.

And the said University of Notre Dame du Lac covenants for itself, its successors and personal representatives that it is well and truly seized of said premises, has good right to convey the same and guarantee the quiet possession thereof, and that the same are free from all lawful claims and incumbrances.

IN WITNESS WHEREOF, the President and Secretary of the Board of Trustees of said University of Notre Dame du Lac, duly authorized, have hereunto set their hands and seals and affixed the seal of said University this 2d day of June, A. D., 1903.

University of Notre Dame du Lac.  
By John A. Zahm,  
President of Board of Trustees  
of University of Notre Dame du Lac.  
Attest: James J. French  
Secretary of Board of Trustees  
of University of Notre Dame du Lac.

State of Indiana

ss

St. Joseph County

Before me, B. Albeus, a Notary Public in and for said County, came the University of Notre Dame du Lac, a corporation, by Rev. John A. Zahm, President of its Board of Trustees, and Rev. James J. French, its secretary, in its name and behalf, and acknowledged the execution of the above deed of the said University of Notre Dame du Lac for the uses and purposes therein stated.

Witness my hand and official seal  
this 2d day of June, A. D., 1903  
B. Albeus, Notary Public

# WARRANTY DEED

Charles L. Hodson  
and Emma Hodson  
TO

The Municipal City of  
**SOUTH BEND, IND.**

DEED ENTERED FOR TAXATION.

The 12th day of July, 1904

AUDITOR.

RECEIVED FOR RECORD.

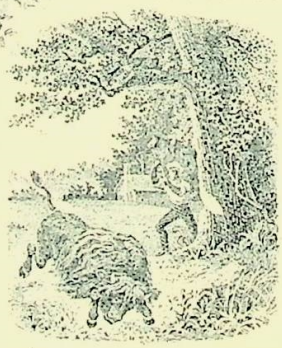
The 12th day of July, 1904

at 1 1/2 o'clock P.M., and recorded  
in Record 128 page 109.

J. P. Reid Recorder  
St. Joseph County.

## WILLIS A. BUGBEE,

### ATTORNEY AT LAW



South Bend\*  
St. JOSEPH COUNTY,  
INDIANA.  
SOLE PROPRIETOR OF  
**ANDERSON'S**  
ABSTRACTS OF TITLE

The Original, Oldest and most  
Complete, showing all Judgments,  
Wills, Liens, Deeds, Mortgages and  
other Records affecting Title to  
Land in St. JOSEPH COUNTY.

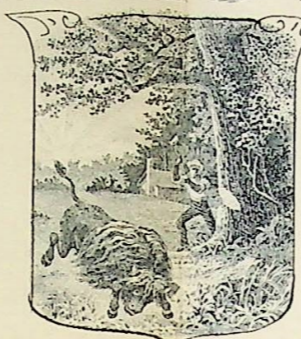
OFFICE OVER THE  
ST. JOSEPH CO. SAVINGS BANK,  
122 - 124 NORTH MAIN STREET.

X 100  
000

INDEXED //

COMPARED.

# This Indenture Witnesseth.



That Charles L. Hodson and Emma Hodson (husband & wife)

of St. Joseph County in the State of Indiana,

## CONVEY AND WARRANT

To The Municipal (Civil) City of South Bend

of St. Joseph County in the State of Indiana, its successors ~~has~~ and assigns for the sum of Six hundred (\$600) Dollars

The following Real Estate in St. Joseph County in the State of Indiana, To wit:

Lot No. One (1) as shown on the plat of C. L. Hodson's Sub-division of Lots Nos. Twenty-four (24) and Twenty-five (25) and Lot lettered A in Sorin's First Addition to the Town of Lowell, now part of the City of South Bend. Said lot is 42.9 feet fronting on Notre Dame Avenue, 53.8 feet on South Bend Avenue, 103.8 feet on its North line and 100.1 feet on its Westerly line, which latter line is at right angles with South Bend Avenue.

subject to payment of all assessments for Street Improvements thereon which Grantee assumes  
And covenant for themselves, their heirs and personal representatives that they are lawfully seized of the premises, have good right to convey the same and guarantee the quiet possession thereof, that the same are free from all incumbrance and that they will warrant and Defend the title to the same against all lawful claims.

(25) and Lot lettered A in Sorin's First Addition to the Town of Lowell, now part of the city of South Bend.

Said lot is 42.9 feet fronting on Notre Dame Avenue, 53.8 feet on South Bend Avenue, 103.8 feet on its North line and 100.1 feet on its Westerly line, which latter line is at right angles with South Bend Avenue.

*subject to payment of all assessments for Street Improvements thereon which grantee assumes*

*And covenant for themselves, their heirs and personal representatives that they are lawfully seized of the premises, have good right to convey the same and guarantee the quiet possession thereof, that the same are free from all incumbrance and that they will warrant and defend the title to the same against all lawful claims.*

*In Witness Whereof they have hereunto set their hands and seals this 28th day of June A.D. 1904.*

*Charles L. Hodson* LS

*Emma Hodson* LS

LS

LS

State of Indiana, St. Joseph County S.S.

Before me, the undersigned, a NOTARY PUBLIC

in and for said County, came Charles L. Hodson and Emma Hodson, (husband and wife)

and acknowledged the execution of the above Deed

Witness my hand and notarial seal this 28th day of June 1904.

*Willis A Bugbee* LS

NOTARY PUBLIC

Commission Expires July 29 1907



LEASE AGREEMENT

C O P Y

This agreement is entered into this 6<sup>th</sup> day of June, 1986, by and between Northeast Neighborhood Council, Inc., an Indiana not-for-profit corporation (hereinafter referred to as the "lessor") and Neighborhood Housing Services of South Bend, Inc., an Indiana not-for-profit corporation (hereinafter referred to as the "lessee"). The parties mutually agree as follows:

1. The lessor represents that it is the holder of a leasehold under an agreement dated June 10, 1986, between Northeast Neighborhood Council, Inc. and the Board of Public Works of the City of South Bend, Indiana by which the lessor has leased from the City the real estate commonly known as 803 North Notre Dame Avenue, South Bend, St. Joseph County, Indiana, and legally described as follows:

The East One Hundred and Sixty-Five (165) by Eighty-Two and One-Half (82 1/2) feet of Lot Number Twenty-Three (23) in Sorin's First Addition, as shown by plat in the records of St. Joseph County, said premises being more specifically described as One Hundred and Sixty-Five (165) feet in length from East to West, and Eighty-Two and One-Half (82 1/2) feet in width from North to South, and fronting East on Notre Dame Avenue.

2. The lessor hereby leases to the lessee and the lessee hereby leases from the lessor the entire second floor of the premises described above for a period beginning on June 15, 1986, and expiring on June 30, 1991.

3. The lessee hereby agrees to pay to the lessor the sum of One Hundred Seventy Five Dollars (\$175.00) per month, payable on the first of each month during the term of this agreement, except that the lessee shall pay the sum of Eighty Seven Dollars and Fifty Cents (\$87.50) rent for the period from June 15, 1986 to June 30, 1986.

Payment shall be paid to the lessor at 803 North Notre Dame Avenue or at such other place as the lessor shall designate in writing. The lessee will also pay to the lessor for the months from July, 1986, through March, 1987, a sum equal to the amount owed by the lessor to the lessee for each such month, respectively, for existing loans to the lessor. The lessee also agrees to lend the lessor the sum of Forty Six Hundred Dollars (\$4600.00) to make leasehold improvements on the premises as directed by the lessee. The lessor shall repay that sum at One Hundred Dollars (\$100.00) per month with no interest beginning in April, 1987. The lessee agrees to pay additional rent of One Hundred Dollars (\$100.00) per month to the lessor for use of those leasehold improvements for Forty Six (46) months beginning in April, 1987.

4. The lessee shall use the leased premises to conduct its business as a neighborhood revitalization program and other uses normally incident thereto and for no other purpose.

5. The lessor further grants to the lessee the right of access through the first floor of such premises to the second floor offices of the lessee and further allows the lessee to use the meeting area on the first floor of such premises for meetings at such times as do not conflict with meetings and events scheduled by the lessor.

6. The lessee agrees to keep the interior of the second floor of such premises in a clean, orderly and sanitary condition. The lessee agrees to be responsible for all maintenance and repairs on the interior of the second floor of such premises. The lessor agrees to be responsible for all other maintenance and repairs.

7. The lessee shall not be liable for injury or damages caused by hidden defect or failure of the lessor to keep the leased premises in repair and shall not be liable for any damage caused or occasioned

by or from plumbing, gas, water, steam or any other pipes, or sewage, or the bursting or leaking of plumbing or any plumbing or heating fixtures or waste or soil pipe existing in connection with the building or leased premises, nor for damage arising from any other source. The lessee shall not be liable for any injury to the lessor or any other person occurring in or upon the leased premises.

8. The lessor agrees to defend, indemnify and hold harmless the lessee and its employees from any and all claims of any nature which may arise from use of the leased premises, except for claims arising from the negligence of the lessee and its employees. The lessor further agrees to obtain and maintain in effect at all times during the term of this lease liability insurance in an amount set forth in the lease agreement between the City of South Bend, Indiana and the lessor naming Neighborhood Housing Services of South Bend, Inc. as a co-insured on such policy.

9. This lease agreement is subject to the prior written approval of the City of South Bend. If such approval is not provided, this lease agreement shall be void.

10. The lessee shall have the right to make such additions, changes and alterations in the second floor of such premises to use such premises for its purposes. Such proposed additions, changes and alterations shall be submitted to the Board of Public Works for the City of South Bend for approval. If such approval is denied, this lease shall be void. The lessee shall make all alterations, changes or additions to the leased premises at its own expense after the leasehold improvements made at the commencement of lease, and shall not permit any liens, claims or demands of any nature to exist against the lessor or the leased premises. The lessee may remove leasehold improvements which have been made to the second floor of the premises.



at the termination of the lease as long as no permanent damage is done to the building. If NHS leaves the premises before the Forty Six Hundred Dollar (\$4600.00) loan is paid, the remaining balance shall be forgiven.

11. The lessor shall have access to the lease premises at all reasonable hours for the purposes of inspection and maintenance.

12. The lessor shall pay all utilities for such premises including water, sewage, electrical, gas and heating without expense to the lessee. The lessee shall pay its own telephone expenses.

13. This lease is subject to the continued existence of a leasehold held by the lessor from the City of South Bend, Indiana. If the City of South Bend, Indiana cancels its lease with the lessor pursuant to the terms of its lease with the lessor, the lessor shall immediately give notice to the lessee of such cancellation and this lease agreement shall terminate contemporaneously with such cancellation by the City of South Bend.

14. This lease may be terminated by the lessee by giving 30 days notice to the lessor.

15. After the first year of this lease, if the costs to the lessor of operating the building in which the leased premises are located (such as costs for repairs, maintenance or insurance) increase substantially, the lessor shall notify the lessee of its desire to renegotiate the amount of rental paid to the lessor. The parties shall then meet and discuss the rental payments.

16. Notices to the lessee shall be delivered to its president, 803 North Notre Dame Avenue, South Bend, Indiana 46617, or at such other location as the lessee may designate in writing. Notices to the lessor shall be delivered to its president, 803 North Notre Dame

Avenue, South Bend, Indiana 46617 or at such other location as the lessor may designate in writing.

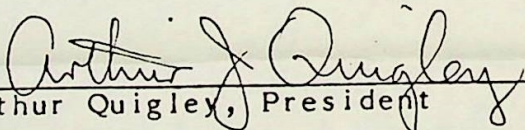
17. Lessee represents that it is a duly organized not-for-profit corporation under the laws of the State of Indiana, that it is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code and that its president has the authority to execute this lease agreement.

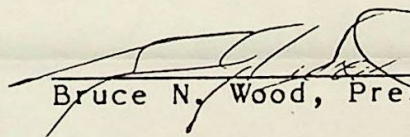
18. Lessor represents that it is a duly organized not-for-profit corporation under the laws of the State of Indiana, that it is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code and that its president has the authority to execute this lease agreement.

19. This agreement shall be binding upon the parties hereto, their successors, agents and assigns.

Northeast Neighborhood Council, Inc.

Neighborhood Housing Services of South Bend, Inc.

  
Arthur Quigley, President

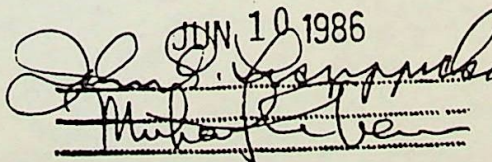
  
Bruce N. Wood, President

Date: June 6, 1986

Date: 6/6/86

d14

**APPROVED**  
BOARD OF PUBLIC WORKS

JUN 10 1986  
  
Michael J. ...

Northwest Office  
713 N. Cushing St., South Bend, IN 46616  
(219) 233-8335



**Neighborhood**  
↔HOUSING SERVICES↔

803 N. Notre Dame Ave., South Bend, IN 46617  
Northeast Office  
(219) 284-9675

May 29, 1986

Board of Public Works  
City of South Bend  
1300 County-City Bldg.  
South Bend, IN 46601

Attn: Kathy Barnard  
RE: Northeast Neighborhood Center

The NHS is proposing to lease the second story of the Northeast Neighborhood Center at 803 N. Notre Dame Avenue. In order to use the space as an office, the Neighborhood Housing Service is proposing to make improvements to the second floor. This letter is to request your approval to proceed with these improvements.

The improvements will consist of:

- 1) installing ten additional electrical outlets and six fluorescent ceiling light fixtures.
- 2) installing fire rated carpet on the stairs and on the second floor.
- 3) installing suspended ceiling in the smaller office.
- 4) interior painting and wall repair as needed and;
- 5) installing a deadbolt lock at the stairway entrance to the second story.

Neighborhood Housing Services will cover the cost of these improvements. We believe that they will enhance the use of the space as an office and will be permanent improvements to the building.

Thank you for considering our request. Please feel free to contact me if you require any additional information.

Sincerely,

*Anne Mannix*

Anne Mannix  
NHS Executive Director

cc: David Roos

AM/k1

**FILED**

JUN 10 1986

**BOARD OF PUBLIC WORKS**  
**SANDRA M. PARMERLEE, Clerk**



Northwest Office  
713 N. Cushing St., South Bend, IN 46616  
(219) 233-8335

**Neighborhood**  
HOUSING SERVICES

Northeast Office  
803 N. Notre Dame Ave., South Bend, IN 46617  
(219) 284-9675

May 29, 1986

Board of Public Works  
City of South Bend  
1300 County-City Bldg.  
South Bend, IN 46601

Attn: Kathy Barnard  
RE: Northeast Neighborhood Center

The NHS is proposing to lease the second story of the Northeast Neighborhood Center at 803 N. Notre Dame Avenue. In order to use the space as an office, the Neighborhood Housing Service is proposing to make improvements to the second floor. This letter is to request your approval to proceed with these improvements.

The improvements will consist of:

- 1) installing ten additional electrical outlets and six fluorescent ceiling light fixtures.
- 2) installing fire rated carpet on the stairs and on the second floor.
- 3) installing suspended ceiling in the smaller office.
- 4) interior painting and wall repair as needed and;
- 5) installing a deadbolt lock at the stairway entrance to the second story.

Neighborhood Housing Services will cover the cost of these improvements. We believe that they will enhance the use of the space as an office and will be permanent improvements to the building.

Thank you for considering our request. Please feel free to contact me if you require any additional information.

Sincerely,

*Anne Mannix*

Anne Mannix  
NHS Executive Director

cc: David Roos

AM/k1

**FILED**

JUN 10 1986

BOARD OF PUBLIC WORKS  
SANDRA M. PARMERLEE, Clerk

LEASE AGREEMENT BETWEEN THE CITY OF SOUTH BEND, INDIANA,  
AND THE NORTHEAST NEIGHBORHOOD COUNCIL, INC.

This lease agreement is made and entered into by and between the Board of Public Works of the City of South Bend, Indiana, a municipal corporation duly organized and existing pursuant to the laws of the State of Indiana, (hereinafter referred to as "Lessor") and the Northeast Neighborhood Council, Inc., a not-for-profit corporation duly organized and existing pursuant to the laws of the State of Indiana, (hereinafter referred to as "Lessee").

W I T N E S S E T H :

For and in consideration of the covenants and agreements hereafter stated, the Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described real estate located in the City of South Bend, St. Joseph County, State of Indiana:

The East one hundred and sixty-five (165) by eighty-two and one-half (82 1/2) feet of Lot Number twenty-three (23) in Sorin's First Addition, as shown by plat in the records of St. Joseph County, said premises being more specifically described as one hundred and sixty-five (165) feet in length from East to West, and eighty-two and one-half (82 1/2) feet in width from North to South, and fronting East on Notre Dame Avenue.

1. The initial Lease period shall be for five (5) years and shall begin on the 10th day of June, 1986, and expires on the 9th day of June, 1991. This lease may be renewed and extended for an additional term of one (1) year beginning on the 10th day of June, 1991, and expiring on the 9th day of June, 1992, by agreement of the parties.
2. Lessee hereby agrees to pay Lessor an annual rent of One dollar (\$1.00) per year for the original lease term payable annually in advance. Subsequent Rental payments shall be paid to Lessor, to the attention of the Controller of the City of South Bend, Indiana, 1400 County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana, 46601 or at such other place as the Controller of the City of South Bend, Indiana, hereinafter may designate for such purpose.

3. The Lessee hereby represents that it will use the leased premises for use as a neighborhood center and for no other purpose.

4. Lessee has examined and knows the condition of the leased premises and has received same in good order and repair. Lessee agrees to keep the interior and exterior of said premises in good repair and in a clean, orderly and sanitary condition, according to City ordinances. Lessee shall be responsible for all maintenance and repairs of said premises and upon termination of this lease will yield up the leased premises to Lessor in good condition and repair.

5. The Lessor shall not be liable for damage caused by hidden defect or failure of Lessee to keep the leased premises in repair, and shall not be liable for any damage caused or occasioned by or from plumbing, gas, water, steam, or any other pipes, or sewerage or the bursting or leaking of plumbing or of any plumbing or heating fixtures or waste or soil pipe existing in connection with the building or leased premises, nor for damage arising from any other source. The Lessor shall not be liable for any injury to the Lessee or any other person occurring in or upon the leased premises.

6. Lessee agrees to defend, indemnify and hold harmless the City of South Bend and its employees from any and all claims of any nature which may arise from its use of the leased premises, except for claims arising from the negligence of Lessor and its employees. Lessee further agrees to obtain and maintain in effect and at all times during the term of this lease liability insurance in the amount of five hundred thousand dollars (\$500,000) for injury or death to one person in any one occurrence and two million dollars (\$2,000,000) for injury or death to all persons in that occurrence, naming the City of South Bend as co-insured on such policy and shall file a certificate of insurance with the Board of Public Works upon the signing of this lease. In the event that the statutory tort claims limit against governmental entities is increased, the Lessor may require that Lessee increase its liability insurance proportionately.

Lessee agrees to pay annually to Lessor, upon receipt of a billing for same, an amount equal to the additional cost incurred by

Lessor for carrying full coverage property damage insurance on the leased premises rather than insurance subject to the deductible amount generally applicable to Lessor's insured property, provided that such full coverage property damage insurance is available. In the event that full coverage property damage insurance on the leased premises is not available to Lessor, Lessee agrees to obtain and maintain at all times during the term of this lease, at its own expense, property damage insurance on the leased premises in an amount equal to the Lessor's deductible, naming Lessor as co-insured, and shall provide to Lessor a certificate of insurance showing same upon execution of this agreement.

7. Lessee may not assign this lease in whole or in part. Lessee may sublet a part of the leased premises to the Neighborhood Housing Services of South Bend or to any other bona fide civic group, provided that prior written approval of Lessor has been obtained.

8. No additions, changes or alterations of any nature, including redecorating, may be made in or upon the leased premises without the prior written approval of the Board of Public Works. If Lessee desires to make additions, changes or alterations, it shall submit to the Board of Public Works a written request to do so along with a description of and/or plans for same. Within two weeks after receiving such a request the Board of Public Works shall approve or deny it. Approval shall not be unreasonably withheld. The Lessee shall make all approved alterations, changes or additions to the leased premises at its own expense and shall not permit any liens, claims or demands of any nature to exist against the Lessor or the leased premises. All alterations, changes or additions shall become the property of the Lessor. All alterations, changes or additions shall become the property of the Lessor; provided, however, that any items the Lessee adds to the premises which can be removed without substantial damage to the premises, may be removed by the Lessee at any time and upon termination of the lease.

9. The Lessor shall have access to the leased premises described within this agreement at all reasonable hours for the purpose of inspection and maintenance.

10. The Lessee shall pay all utilities including water, sewage, electrical, gas, heating, telephone or any other such charge against the premises during the term of this lease.

11. It is expressly agreed that no waiver or apparent waiver, or failure of Lessor to require strict performance of any condition, covenant or agreement shall estop the Lessor from enforcing such condition, covenant or agreement.

12. Lessee shall pay all reasonable costs, attorney's fees and expenses incurred by the Lessor in enforcing the covenants and agreements of this lease.

13. Lessor may cancel this lease by giving ninety (90) days written notice to Lessee and Lessee may cancel this lease by giving thirty (30) days written notice to Lessor. Any notices to be delivered by Lessee to Lessor with respect to this lease shall be deemed delivered for all purposes if it is delivered personally or by registered mail to the President of the Board of Public Works, City of South Bend, 1300 County-City Building, South Bend, Indiana, 46601 or to such other address as Lessor may hereinafter designate for such purpose. Any notice to be delivered by Lessor to Lessee with respect to this lease shall be deemed delivered for all purposes if delivered personally or by registered mail to the President of Lessee, 803 Notre Dame Avenue, South Bend, Indiana, 46617 or such other address as Lessee hereinafter may designate to be used for such purpose.

14. Lessee represents that it is a duly organized not-for-profit corporation of the State of Indiana, that it is exempt from federal income taxation under Section 501 of the Internal Revenue Code, as amended and in effect on January 1, 1982, and that its President has the authority to execute this lease agreement.



15. This agreement shall be binding upon and inure to the benefit of parties signatory hereto and their respective representatives and successors.

NORTHEAST NEIGHBORHOOD  
COUNCIL, INC.

CITY OF SOUTH BEND

Arthur J. Quigley  
Arthur Quigley, President

ROGER O. PARENT, Mayor

CITY OF SOUTH BEND  
BOARD OF PUBLIC WORKS

John E. Leszczynski  
JOHN E. LESZCZYNSKI, President

Date: June 6 1986

KATHERINE G. BARNARD

Michael L. Vance  
MICHAEL L. VANCE

Date: June 10, 1986

ATTEST:

Sandra M. Farmerlee  
Sandra M. Farmerlee, Clerk

CVP:G

NORTHEAST NEIGHBORHOOD COUNCIL  
803 N. NOTRE DAME AVE. 284-9675  
SOUTH BEND, INDIANA 46617

770

6-6- 1986 71-1212/712

PAY TO THE ORDER OF BUREAU OF PUBLIC WORKS CITY OF SO. BEND \$ 1.00  
ONE 00 DOLLARS

 **Source Bank**

P.O. BOX 1602  
SOUTH BEND INDIANA 46634

MEMO \_\_\_\_\_

*Kent P. Ramsey*

⑆07⑆2⑆2⑆28⑆ 262 ⑆37⑆⑆3⑆ 0770

COPY

6/11/86 - given to Carol Sanders to process. SP

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)  
6-6-86

PRODUCER  
**LLOYD INSURANCE AGENCY, INC.**  
P.O. BOX 659  
SOUTH BEND, IN 46624

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

- COMPANY LETTER **A** **Travelers Insurance Company**
- COMPANY LETTER **B**
- COMPANY LETTER **C**
- COMPANY LETTER **D**
- COMPANY LETTER **E**

INSURED  
**Northeast Neighbor Council & City of South Bend, Indiana**  
803 Notre Dame Avenue  
South Bend, IN 46617

### COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
A	<b>GENERAL LIABILITY</b>	650-251F207-2-COF	6-24-85	6-24-86	BODILY INJURY	\$ 500	\$ 2 Mil
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$ 100	\$
	<input type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD				BI & PD COMBINED	\$	\$
	<input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS				PERSONAL INJURY	\$	\$
	<input type="checkbox"/> CONTRACTUAL						
	<input type="checkbox"/> INDEPENDENT CONTRACTORS						
	<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
A	<b>AUTOMOBILE LIABILITY</b>	650-251F207-2-COF	6-24-85	6-24-86	BODILY INJURY (PER PERSON)	\$ 500	
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (PER ACCIDENT)	\$ 2 Mil	
	<input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)				PROPERTY DAMAGE	\$ 500	
	<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				BI & PD COMBINED	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS						
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> GARAGE LIABILITY						
	<b>EXCESS LIABILITY</b>				BI & PD COMBINED	\$	\$
	<input type="checkbox"/> UMBRELLA FORM						
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM						
	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY		
					\$	(EACH ACCIDENT)	
					\$	(DISEASE-POLICY LIMIT)	
					\$	(DISEASE-EACH EMPLOYEE)	
	<b>OTHER</b>						

FILED

JUN 10 1986

BOARD OF PUBLIC WORKS  
SANDRA M. PARMERLEE, Clerk

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

### CERTIFICATE HOLDER

### CANCELLATION

**ADDITIONAL INSURED:**  
**Neighborhood Housing Service**  
803 Notre Dame Avenue  
South Bend, IN 46617

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*John A. Fastero*

DATE: June 9, 1986 8:30 a.m.  
TO: Dave Roos  
FROM: Art Quigley  
Re: NENC Lease & Insurance.

This certificate of insurance is okay.  
It is dated June 6, 1986 on which  
date it became effective, upgrading our  
present policy to \$500K → \$2M and runs  
till June 24, 1986 at which time it is  
renewed (has been <sup>on June 6, 1986</sup>) ~~and~~ The next  
policy should be back from Travelers in  
a few days to a week.

I am keeping the copy of this "certificate  
of insurance for our files.

