

#1466

LEASE AGREEMENT 25327 State
Road 23 (Fraternal Order of
Police Lodge No. 36 & Civil
City of South Bend)

Hold: Brd of Pub. Wrks

9112453

LEASE AGREEMENT

THIS AGREEMENT, made this 31st day of January, 1991, by and between the Fraternal Order of Police Lodge No. 36, hereinafter referred to as Lessor, and the Civil City of South Bend, Indiana, hereinafter referred to as Lessee

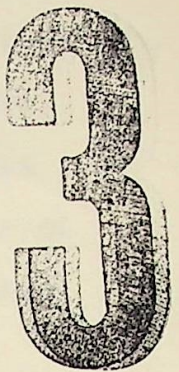
WITNESSETH, THAT:

The Lessor, in consideration of the covenants and agreements herein, does hereby lease to the Lessee certain real property described as follows, to-wit:

Property commonly known as 25327 State Road 23, South Bend, Indiana. KEY # 05-1030-0401

To have and to hold the same to the Lessee from February 1, 1991 to and including January 31, 1994; and the Lessee, in consideration thereof, covenants and agrees to pay to the Lessor, as rent for said premises, the sum of Twenty Two Thousand Five Hundred Dollars (\$22,500.00) payable in three (3) annual installments of Seven Thousand Five Hundred Dollars (\$7,500.00) no later than February 28 during each year of the Lease.

It is understood and agreed that the Lessee's right to use the property described herein shall be limited to the portion thereof generally known as the training grounds for the Police and Fire Departments of South Bend, Indiana, and shall not include the Lodge building, any other structures or other recreational facilities on said property. The property described herein shall be used by the Lessee strictly for training purposes for its Police and Fire Departments and for no other use without prior written consent of the Lessor.



ST. JOSEPH CO. RECORDER
FILE NO. MARIANNE SEACH
RECORDED
MAY 16 2 55 PM '91
ST. JOSEPH INDIANA
FILED FOR RECORD

In further consideration of the tenancy herein, the Lessee shall oil the dirt road within the above-described premises three (3) times each year during the term hereof. A schedule for the oiling of the dirt road shall be developed by June 1 of each year during the term of this Lease among the South Bend Police Department, the Director of the Division of Transportation of the South Bend Street Department, and the Lessor. It is the intent of the parties to develop a schedule for oiling of the road that does not conflict with any other duties and responsibilities of the South Bend Street Department or events held by the Lessor on the premises.

In further consideration of the tenancy herein, the Lessee shall allow representatives for the Lodge time off with pay to attend Lodge meetings, conventions, committee functions, seminars and similar events. The "Lodge Time" awarded under this section shall be four hundred (400) hours per year. The Lessor shall maintain records documenting the use of said time and shall make the same available to the Lessee upon request. Police Officers using this Lodge Time shall follow normal reporting procedures. Furthermore, the use of this time shall not be used in such a manner as to require the payment of overtime by the Lessee under the Fair Labor Standards Act.

The Lessee shall use the premises in a careful and proper manner, and commit no waste thereon; and will not sublet said premises or any part thereof.

The Lessee shall hold the Lessor harmless from any and all claim which may be made as a result of the use of said premises by the Lessee and shall defend or join in the defense of any action brought against the Lessor as a result of the Lessee's use thereof.

Time is of the essence of this lease, and in the event that the Lessee fails to make payment pursuant to the terms hereof or breaches any covenant or agreement set forth herein, the entire remaining lease rentals due hereunder shall immediately become due and payable without notice or demand. In the event of default by the Lessee, the Lessee shall forthwith redeliver the premises to the Lessor and said redelivery shall not affect the obligation of the Lessee hereunder and in the event that the Lessor is required to use legal process to enforce the provisions hereof, the Lessee agrees to pay the costs incurred by the Lessor, together with the reasonable attorney's fees.

Lessor hereby grants to the Lessee the option to renew this lease upon sixty (60) days' written notice prior to the expiration hereof by the Lessee to the Lessor, on such terms and conditions as the parties shall then agree.

The terms and covenants herein shall extend to and be binding upon the successors of the parties hereto.

Executed the date and year first written above.

FRATERNAL ORDER OF POLICE
LODGE NO. 36

By: *Joseph T. Bagnara*
F.O.P. #36, President

CITY OF SOUTH BEND,
BOARD OF PUBLIC WORKS 2-18-91

John E. Leszczyński
John E. Leszczyński

Patricia E. DeClercq
Patricia E. DeClercq

Katherine Humphreys
Katherine Humphreys

This Document was prepared by Richard A. Nussbaum, II, City Attorney, 1400 County-City Building, South Bend, Indiana 46601.

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ST. JOSEPH CO. RECORDER

FILE NO. _____
MARIANNE SEACH
RECORDER

May 16 2 55 PM '91

ST. JOSEPH CO.
INDIANA
FILED FOR RECORD

INDEXED.

19-18-91

[Faint signatures and text, possibly including names like "John A. ..."]