

LIMITED PURPOSE LEASE AGREEMENT

This Limited Purpose Lease Agreement ("Agreement") is made this 15th day of May, 2025, between COMMUNITY FOUNDATION OF NORTHWEST INDIANA INC. d/b/a POWERS HEALTH, an Indiana corporation doing business in Munster, Indiana ("Powers Health") and the TOWN OF MUNSTER, INDIANA ("Munster") for the purpose of leasing a portion of Munster's Roundabout to Powers Health for non-exclusive use as described below.

RECITALS

WHEREAS, Munster is the owner of certain land, specifically a roundabout located between Don Powers Drive and Treadway Drive in COMMUNITY FOUNDATION INC. ADDITION, BLOCK 5, TO THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA, plat book 116, page 67; doc. 2022-04121 and further identified on the as-built plan excerpt attached hereto as Exhibit A (the "Property");

WHEREAS, Powers Health has agreed to maintain the landscaping on the Property as delineated on the attached Exhibit B Landscape Plan herein;

WHEREAS, Munster has agreed to permit Powers Health to raise one 6'x10' flag with the Powers Health insignia on a flag post contained on the Property; and

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND OTHER CONSIDERATION HEREINAFTER SET FORTH, POWERS HEALTH AND MUNSTER AGREE AS FOLLOWS:

1. **GRANT OF LIMITED LEASEHOLD INTEREST.** Munster hereby grants to Powers Health a limited right to access and use the property to maintain the flag contemplated herein and to otherwise perform its obligations under this Agreement, solely at Powers Health's option and expense.

2. **CONSIDERATION.** As consideration for Powers Health's use of the Roundabout as described herein, Powers Health agrees to provide routine maintenance of the landscaping within the Roundabout, including but not limited to trimming bushes and other routine aesthetic upkeep. This Agreement does not convey exclusive possession or control of the Roundabout. Rather, Munster grants a limited leasehold interest solely for the purpose of displaying Powers Health's flag. So long as Powers Health performs such routine maintenance to Munster's reasonable satisfaction, no rent or other fee shall be due to Munster for Powers Health's use of the Roundabout under this Agreement.

3. **MAINTENANCE.** Routinely, Powers Health agrees to trim bushes located in the Property, provide weed control and any other routine aesthetic care.

4. **TERM.** This Agreement shall become effective upon the date written above and shall continue from year to year until terminated in accordance with the provisions of the Agreement.

5. **LIABILITY.** Powers Health hereby assumes all responsibility for any injury to persons or damage to property to the extent caused by its use of the Property pursuant to this Agreement and agrees to hold Munster harmless from the same.

6. **INSURANCE.** Powers Health shall carry adequate insurance to protect the parties hereto against any and all claims, demands, action, judgments, costs expenses and liabilities, which may arise out of or result, directly or indirectly, from its use of the Property, except such liability as shall arise in whole out of or result in whole from the negligence of Munster. Powers Health shall also carry such insurance as will protect it from all claims under any workman's compensation laws in effect that may be applicable to Powers Health. All insurance required hereunder shall remain in force for the entire life of this Agreement.

7. **TERMINATION.** Powers Health and Munster may terminate this Agreement with respect to all or a part of the Property upon written notice to the other party. Upon termination of this Agreement for any reason, Powers Health shall promptly remove its flag(s) from the flagpole and shall not be entitled to reinstall it unless and until a new agreement is entered into.

8. **REPAIRS.** Powers Health will repair any damage to the Property which results from or arises through the use of the Property as contemplated by this Agreement and/or the acts or negligence of Powers Health, its agents, servants, contractors and/or employees. Said repairs shall be accomplished in a manner suitable to Munster and shall be performed by a contractor acceptable to Munster.

9. **NOTICES.** All notices sent pursuant to this Agreement shall be in writing and shall be sent to the other party by either hand delivery or overnight mail or via Certified Mail, Return Receipt Requested, addressed to:

Community Foundation of Northwest Indiana, Inc.
905 Ridge Road
Munster, Indiana 46321
Attention: CEO

Town of Munster, Indiana
1005 Ridge Road
Munster, Indiana 46321
Attention: Town Manager

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

COMMUNITY FOUNDATION OF NORTHWEST INDIANA, INC.

By: Donald P. Fesko
Donald P. Fesko, CEO

Date: 5/15/2025

TOWN OF MUNSTER, INDIANA

By: _____
James Marino, Town Manager

Date: _____

2022-041211 DESCRIPTION:
Part of the Southeast Quarter of Fractional Section 36, Township 36 North, Range 10 West of the Second Principal Meridian being more particularly described as follows:

BOOK 116 PAGE 67

DEC 14 2022
KIMBLE DETAILER

It, the undersigned, Community Foundation of Northwest Indiana, Inc., owner of the real estate shown and described hereon, does hereby certify that it has laid off, platted and subdivided, and does hereby lay off, plat and subdivide said real estate in accordance with the plat hereon. This subdivision shall be known and designated COMMUNITY FOUNDATION INC. ADDITION, BLOCK 5, to the Town of Munster, Lake County, Indiana.

Before me, the undersigned Notary Public, in and for the County and State aforesaid, personally appeared Donald P. Fesko and BRITANN R. FARLAN, personally known to me to be the same persons who signed the certificate hereon, who acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary acts for the uses and purposes herein set forth.

STATE OF INDIAN
COUNTY OF LAKE

PLAN COMMISSION OF THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA

I, Gary P. Torrienga, hereby certify that I am a Registered Professional Land Surveyor licensed under the Laws of the State of Indiana; that I have prepared this document in accordance with a survey of the land performed by John Stuart Allen, L.S. # 20000205 and subdivided same as shown on the plat hereon drawn; that this plat correctly represents said survey and that all dimensions, linear and angular are correctly shown, and that all monuments or markers shown thereon actually exist, and that their locations, size, type and description are accurately shown.

TORRENGA ENGINEERING, INC.

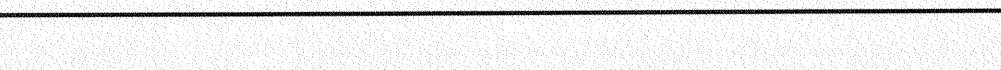
Gary P. Torrenga - Registered L.S.

Commencing at the Southeast corner of said Southeast Quarter of Fractional Section 36; thence North 01°15'17" West, along the Eastern line of said Southeast Quarter, a distance of 1199.42 feet; thence North 88°08'43" West, a distance of 50.00 feet, to the Westerly right of way line of Calumet Avenue (100 foot wide right of way), said point being the point of beginning of this description; thence North 10°07'29" East, a distance of 106.08 feet; thence North 10°07'29" East, an arc distance of 126.38 feet, to the point of reverse curve; thence North 33°06'34" to a point of curve; thence Northerly along a curve concave to the East, having a radius of 330.00 feet, (the chord of which bears North 05°59'53" West, a chord distance of 47.69 feet), an arc distance of 47.73 feet; thence (North 10°08'29" East, a distance of 83.73 feet) to a point of curve; thence Northerly along a curve concave to the Southwest, having a radius of 330.00 feet, (the chord of which bears North 16°08'07" West, a chord distance of 47.69 feet), an arc distance of 47.73 feet to a point of reverse curve; thence Northerly along a curve concave to the Northeast, having a radius of 75.50 feet, (the chord of which bears North 39°00'07" West, a chord distance of 20.17 feet), an arc distance of 20.23 feet to a point of reverse curve; thence Northerly along a curve concave to the South, having a radius of 25.00 feet, (the chord of which bears North 59°44'06" West, a chord distance of 23.23 feet), an arc distance of 23.23 feet to a point of reverse curve; thence Northerly along a curve concave to the North, having a radius of 25.00 feet, (the chord of which bears North 01°15'17" East, a distance of 64.50 feet; thence South 88°08'43" East, a distance of 28.00 feet to a point of curve; thence Northerly along a curve which is concave to the Northwest, having a radius of 20.50 feet, (the chord of which bears North 63°26'40" East, a chord distance of 19.51 feet), an arc distance of 20.33 feet to a point of reverse curve; thence Northerly along a curve concave to the Northwest, having a radius of 20.50 feet, (the chord of which bears North 63°26'40" East, a chord distance of 19.51 feet), an arc distance of 55.99 feet; thence North 01°15'17" East, an arc distance of 52.20 feet to a point of reverse curve; thence Northerly along a curve which is concave to the Northwest, having a radius of 20.50 feet, (the chord of which bears North 47°35'17" East, a chord distance of 19.51 feet), an arc distance of 20.33 feet; thence North 19°10'40" East, a distance of 12.00 feet; thence South 70°49'20" East, a distance of 4.50 feet; thence North 10°10'40" East, a distance of 10.00 feet; thence North 10°10'40" East, a distance of 10.00 feet; thence North 10°10'40" East, a distance of 36.03 feet to a point on a curve; thence Northerly along a curve which is concave to the Northwest, having a radius of 100.00 feet, (the chord of which bears North 55°30'59" East, a chord distance of 118.13 feet), an arc distance of 126.38 feet; thence South 88°08'43" East, a distance of 70.00 feet; thence South 01°15'17" West, a distance of 42.34 feet; thence South 01°15'17" West, a distance of 12.91 feet to the point of beginning of the Westerly right of way line of Calumet Avenue, a distance of 759.26 feet, to the point of beginning, containing 12.91 acres, more or less, all in the Town of Winney, Lake County, Indiana

[illegible]

INGRESS-EGRESS EASEMENT:

Area shown in this plat as "INGRESS-EGRESS EASEMENT" are designated as access roadway or right-of-way and are not dedicated to the public, but remain private. Easements for the use of such roadways or right-of-way are granted to Lot 3 of this development (Community Foundation Land) and to the public utility companies, including but not limited to electric power company and other companies identified by the Munster Town Board as supplying public service needs severally and their respective successors, assigns and private companies where they have a certificate of territorial authority to render service, severally and their respective successors and assigns for the purpose of providing electric power, gas, water, sewerage, telephone, cable television, and other services. The easement also includes the right to install, maintain, repair, replace, upgrade, relocate, remove, and abandon utility facilities, equipment, and structures; to construct, reconstruct, alter, improve, extend, operate, maintain, repair, replace, upgrade, relocate, remove, and abandon utility facilities, equipment, and structures; to provide police and fire protection and the performing of other governmental functions.



TORRENGA ENGINEERING, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
907 RIDGE ROAD, MUNSTER, INDIANA 46321
Tel. No.: (219) 836-8918
website: www.torrengea.com

COMMUNITY FOUNDATION INC. ADDITION, BLOCK 5
MUNSTER, LAKE COUNTY, INDIANA

CLIENT: Community Foundation of
Northwest Indiana
10010 Donald S. Powers Drive
Munster, Indiana 46321

JOB NO: 2017-5038/2022-5016

SHEET
1 OF 1



AS-BUILT SURVEY

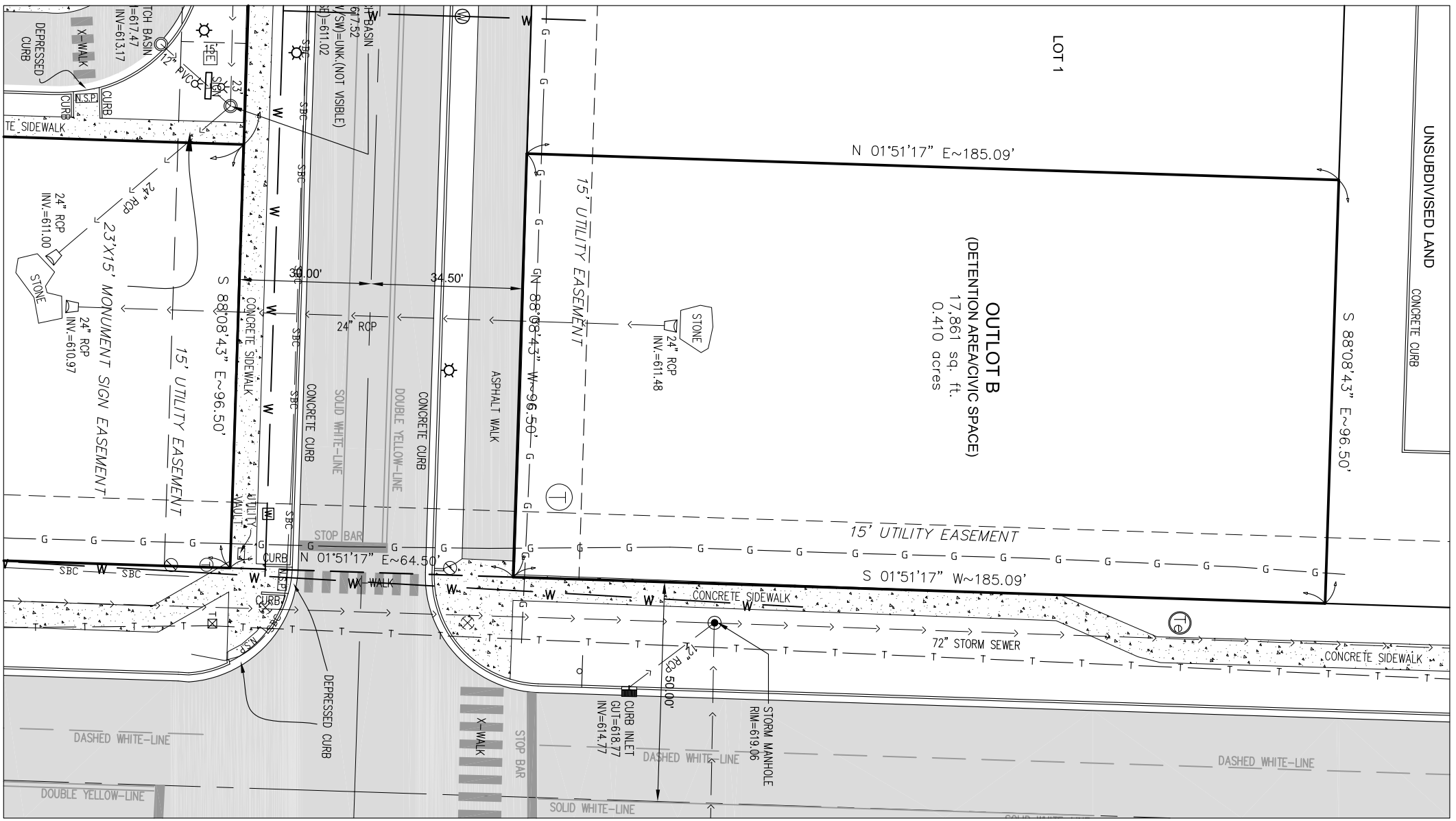
UTILITY EXHIBIT

Page 2 of EXHIBIT A

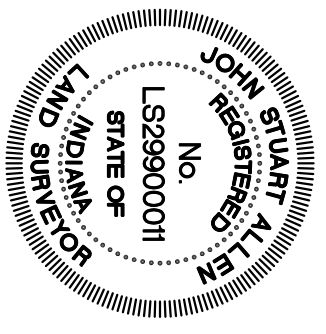
LEGAL DESCRIPTION:
LOT 3 AND OUTLOTS "A" AND "B", IN COMMUNITY FOUNDATION INC., ADDITION, BLOCK 5 TO THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 116, PAGE 67 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

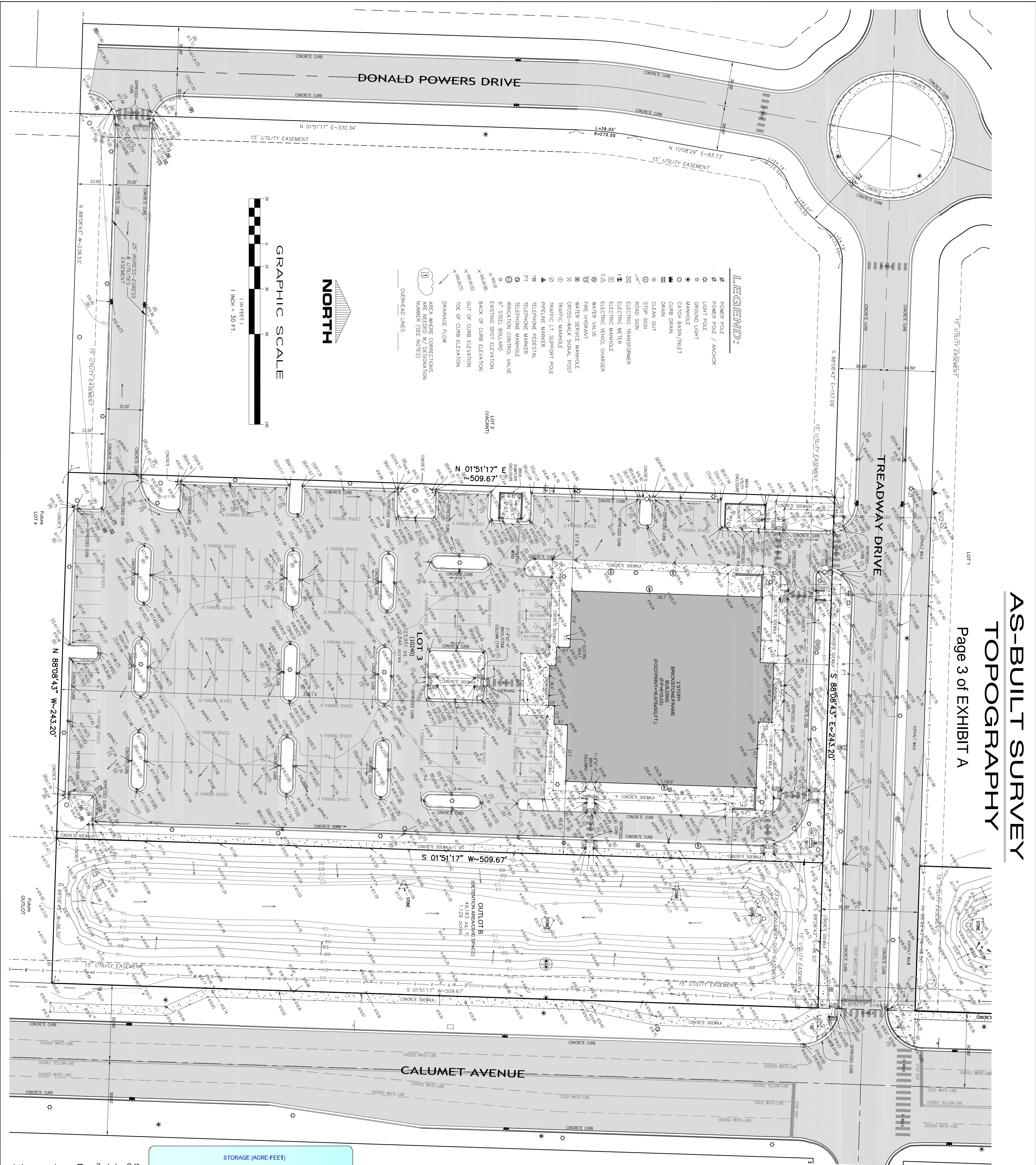
This property is located in Flood Zone "X" (shaded) area of 0.2% annual chance flood, area of 1% annual chance flood with average depth of less than 1 foot or with drainage area less than 1 square mile, and areas protected by levees from 1% annual chance flood, as per National Flood Insurance Rate Map (FIRM) for the Town of Munster, Lake County, Indiana, Map Number 18069C0119E, effective date Jan. 18, 2012. No floodways or floodplains fringes exist on this property.

NORTH POND DETAIL:



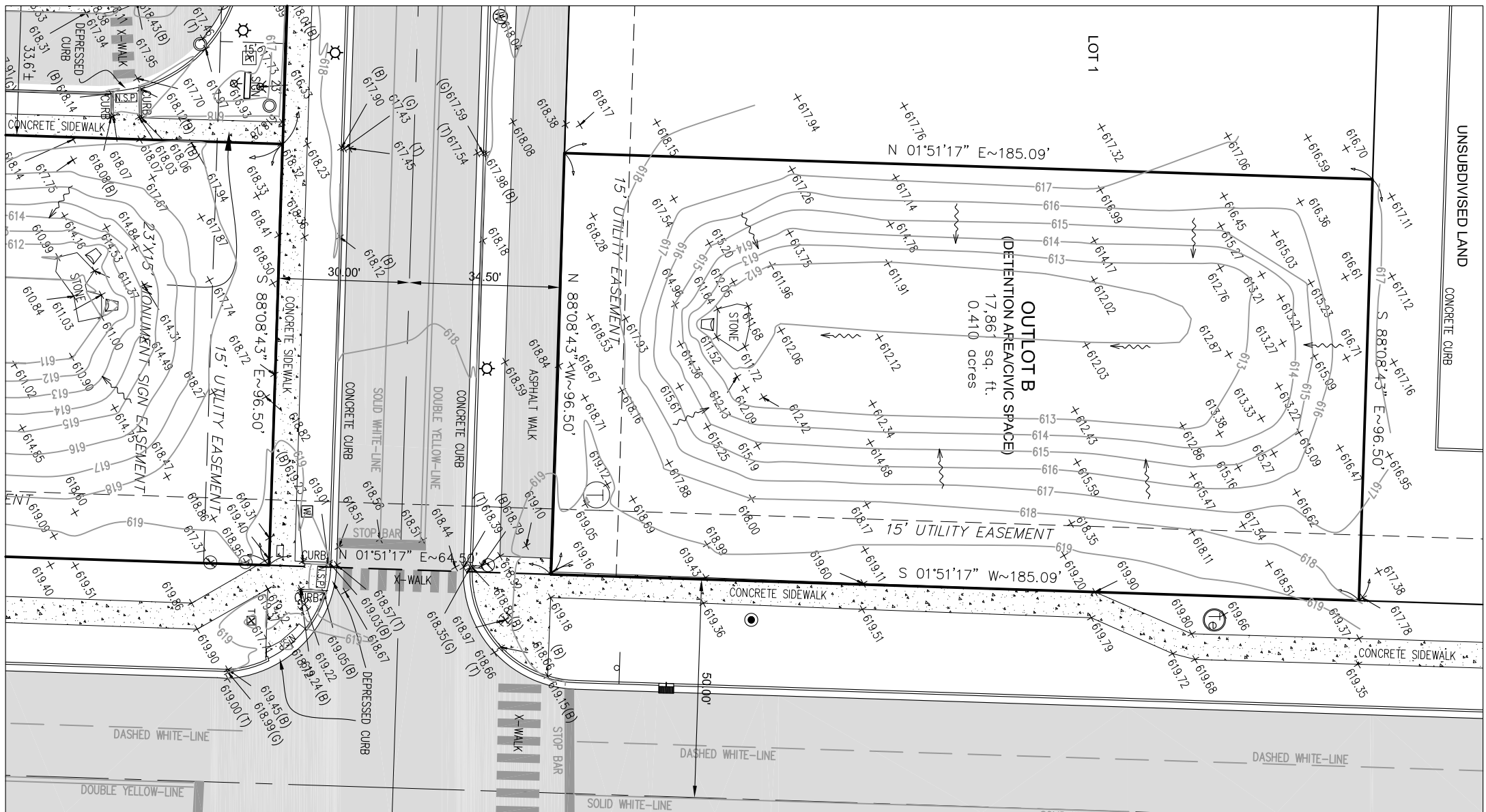
STATE OF INDIANA)
COUNTY OF LAKE)
THIS IS NOT A BOUNDARY SURVEY
This drawing is not intended to be represented as a replacement or original boundary survey, a
route survey, or a Surveyor's Location Report.
DATE OF SURVEY: SEPTEMBER 9, 2024
TORRENGA SURVEYING, LLC.
JOHN STUART ALLEN - Registered Land Surveyor No. LS29900011





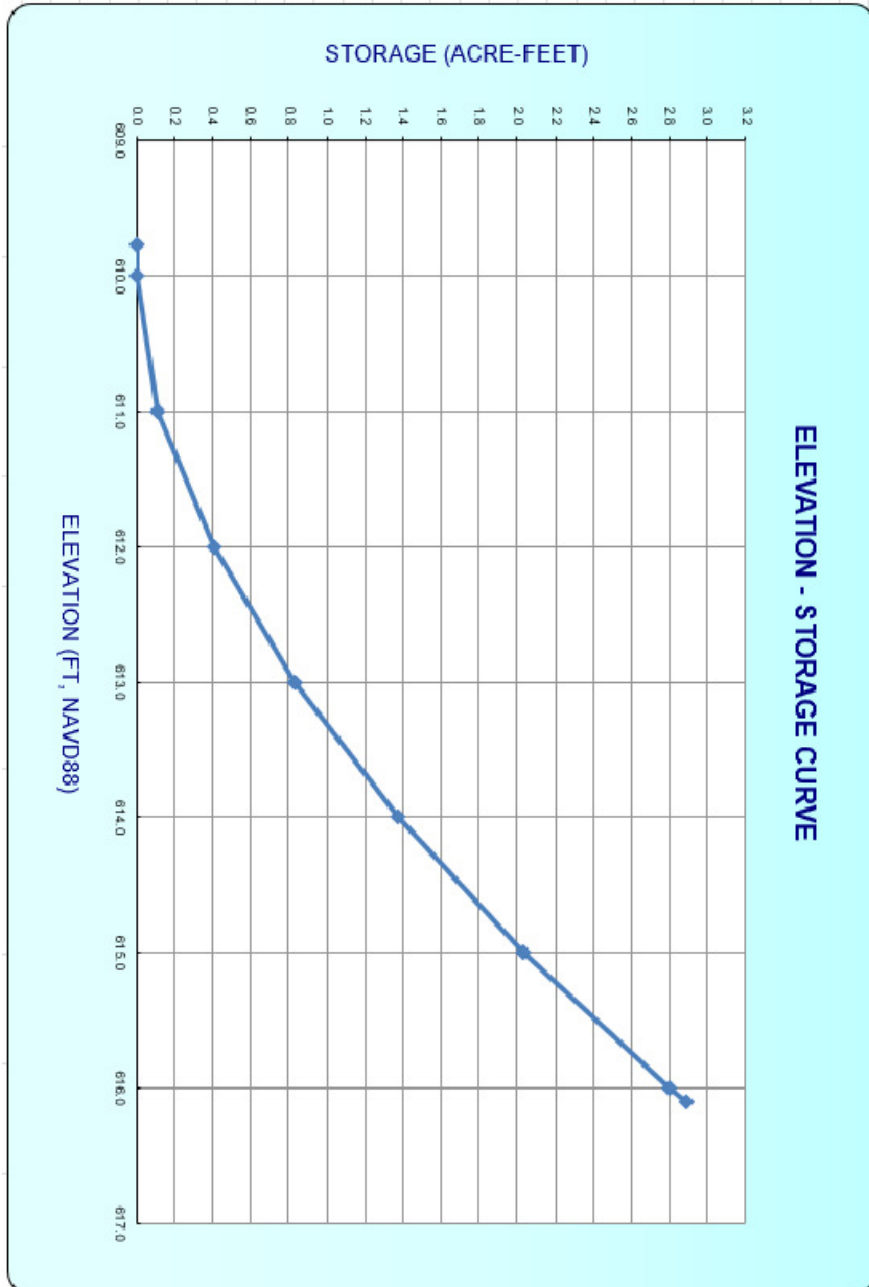
AS-BUILT SURVEY TOPOGRAPHY

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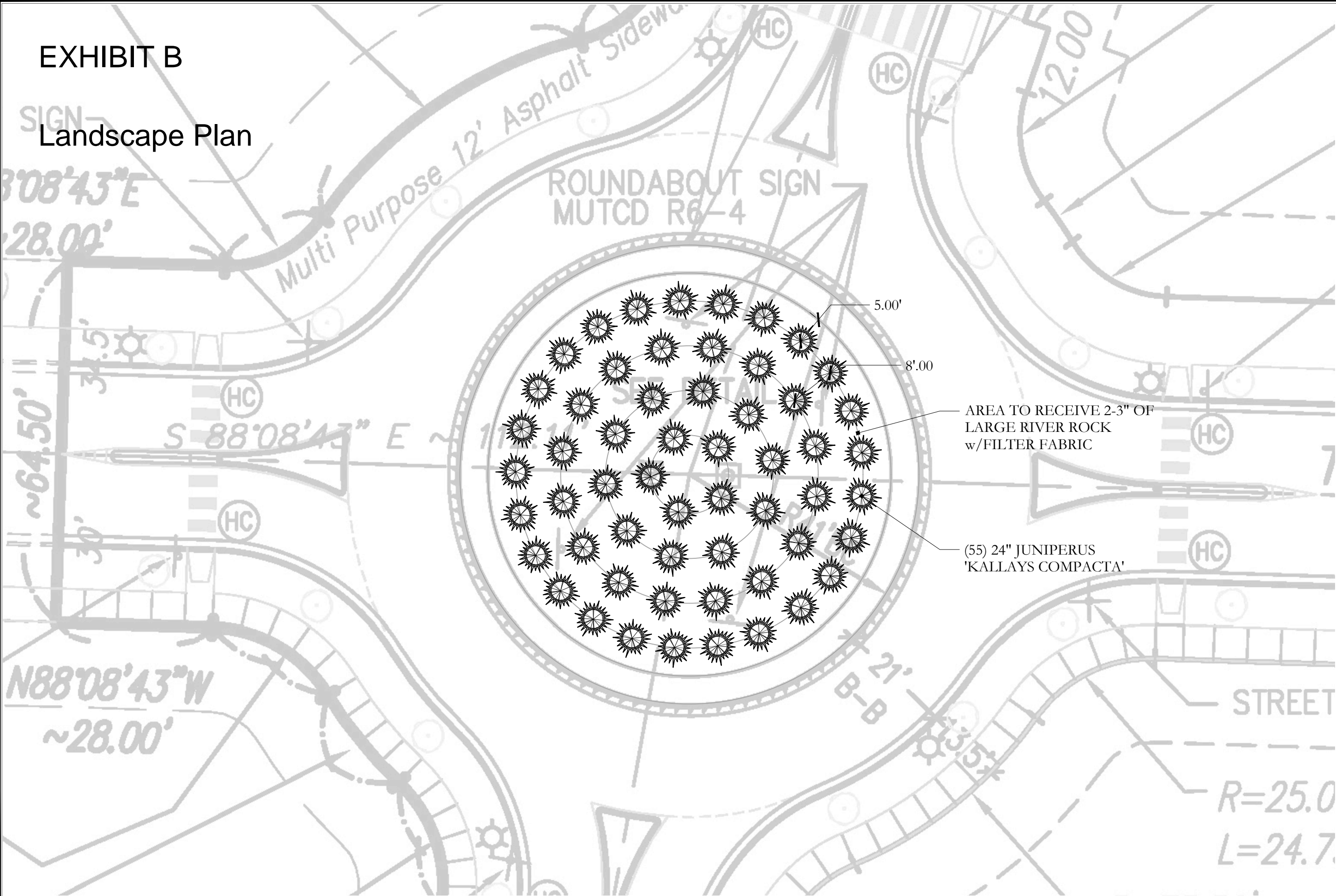
NORTH POND DETAIL:

TOTALS		CONCRETE		ASPHALT		GRAVEL		TOTAL	
DATE	DESCRIPTION	DATE	DESCRIPTION	DATE	DESCRIPTION	DATE	DESCRIPTION	DATE	DESCRIPTION
09/09/24	ASPHALT	09/09/24	CONCRETE	09/09/24	GRAVEL	09/09/24	ASPHALT	09/09/24	CONCRETE
09/09/24	ASPHALT	09/09/24	CONCRETE	09/09/24	GRAVEL	09/09/24	ASPHALT	09/09/24	CONCRETE
09/09/24	ASPHALT	09/09/24	CONCRETE	09/09/24	GRAVEL	09/09/24	ASPHALT	09/09/24	CONCRETE
09/09/24	ASPHALT	09/09/24	CONCRETE	09/09/24	GRAVEL	09/09/24	ASPHALT	09/09/24	CONCRETE
09/09/24	ASPHALT	09/09/24	CONCRETE	09/09/24	GRAVEL	09/09/24	ASPHALT	09/09/24	CONCRETE
09/09/24	ASPHALT	09/09/24	CONCRETE	09/09/24	GRAVEL	09/09/24	ASPHALT	09/09/24	CONCRETE
09/09/24	ASPHALT	09/09/24	CONCRETE	09/09/24	GRAVEL	09/09/24	ASPHALT	09/09/24	CONCRETE
09/09/24	ASPHALT	09/09/24	CONCRETE	09/09/24	GRAVEL	09/09/24	ASPHALT	09/09/24	CONCRETE



STATE OF INDIANA)
COUNTY OF LAKE)
THIS IS NOT A BOUNDARY SURVEY
This drawing is not intended to be represented as a replacement or original boundary survey, a
route survey, or a Surveyor's Location Report.
DATE OF SURVEY: SEPTEMBER 9, 2024
TORRENGA SURVEYING, LLC.
JOHN STUART ALLEN - Registered Land Surveyor No. LS29900011

EXHIBIT B
Landscape Plan



Munster Immediate Care
Munster, Indiana

Client Rep: JS
Designer: JS
Drafter: JS
Date: 2024.06.04

Revisions	
By:	Date:

Concept Plan



Scale:
1" = 16'

NOTICE: ALL RIGHTS RESERVED. NO PARTS OF THESE PLANS MAY BE USED, REPRODUCED, COPIED, OR CHANGED IN ANY WAY FROM OR BY ANY MEANS WITHOUT THE WRITTEN PERMISSION FROM PREMIER LANDSCAPE CONTRACTORS, INC. OR UNTIL PREMIER LANDSCAPE CONTRACTORS, INC. HAS BEEN COMPENSATED FOR THEIR USE AND WHEN THE ARCHITECT'S SEAL IS AFFIXED. THIS USE IS LIMITED AND INTENDED AS PERMISSION TO CONSTRUCT ONLY ONE BUILDING. REPETITIVE USE IS SUBJECT TO AN ADDITIONAL FEE. PREMIER LANDSCAPE CONTRACTORS, INC. IS PROVIDING PLANS ONLY AS A SERVICE. ANY OTHER TYPE OF ARCHITECTURAL SERVICE IS NEITHER INTENDED NOR IMPLIED. DISCOVERY OF ANY ERROR OF OMISSION MUST BE REPORTED TO PREMIER LANDSCAPE CONTRACTORS, INC. PRIOR TO CONSTRUCTION. THESE PLANS ARE INTENDED TO BE USED ONLY BY COMPETENT CONTRACTORS KNOWLEDGEABLE IN THE BUILDING TRADES WHO WILL CHECK AND VERIFY ALL DIMENSIONS AND CONDITIONS AND BE RESPONSIBLE FOR THEM. PREMIER LANDSCAPE CONTRACTORS, INC. WILL NOT ACCEPT ANY RESPONSIBILITY FOR THE BUILDING CONSTRUCTION PROCESS AND SAFETY PRECAUTIONS WHICH MUST COMPLY WITH ALL LOCAL BUILDING AND SAFETY CODES/ORDINANCES. PREMIER LANDSCAPE CONTRACTORS, INC. WILL NOT ACCEPT LIABILITY FOR PRODUCTS AND MATERIAL SPECIFIED ON THESE DRAWINGS. MANUFACTURERS' GUARANTIES AND WARRANTIES SHALL APPLY. INFRINGEMENT OF THIS NOTICE MAY RESULT IN LEGAL ACTION. THIS DRAWING IS AN ARTISTIC INTERPRETATION OF THIS GENERAL APPEARANCE OF THIS DESIGN. IT IS NOT MEANT TO BE AN EXACT RENDITION.