

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: _____

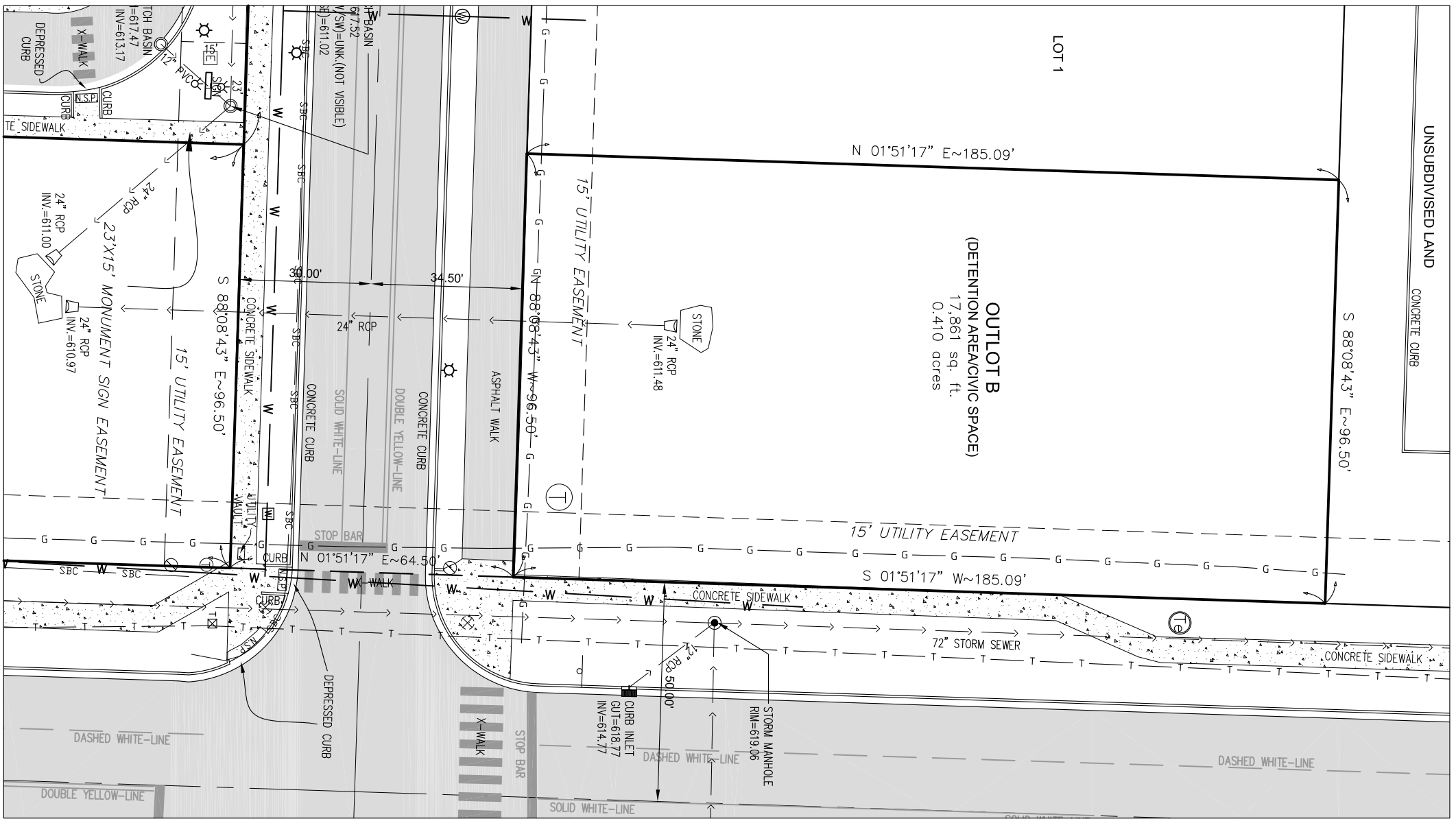


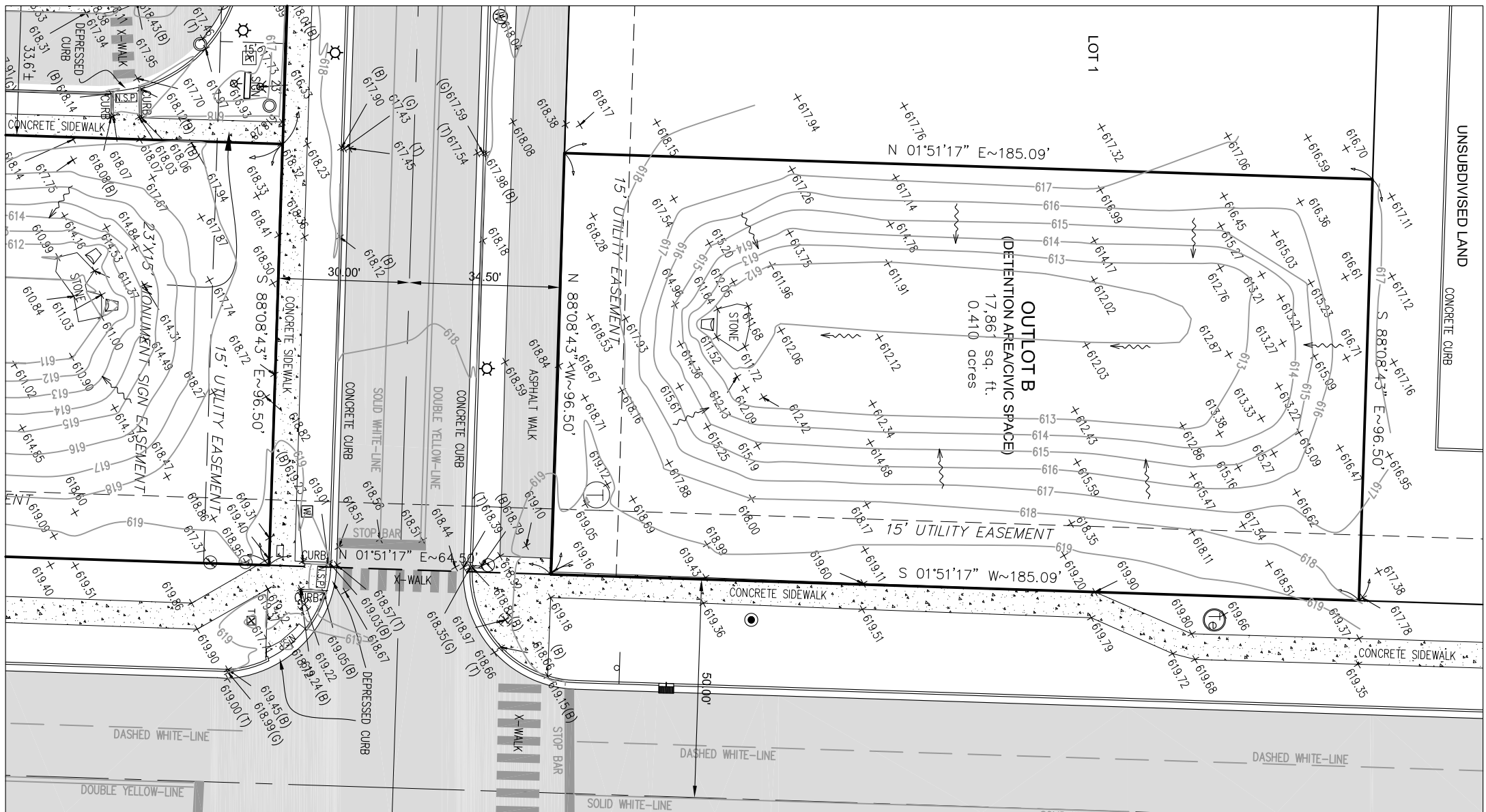
AS-BUILT SURVEY
UTILITY EXHIBIT
Page 2 of EXHIBIT A

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.

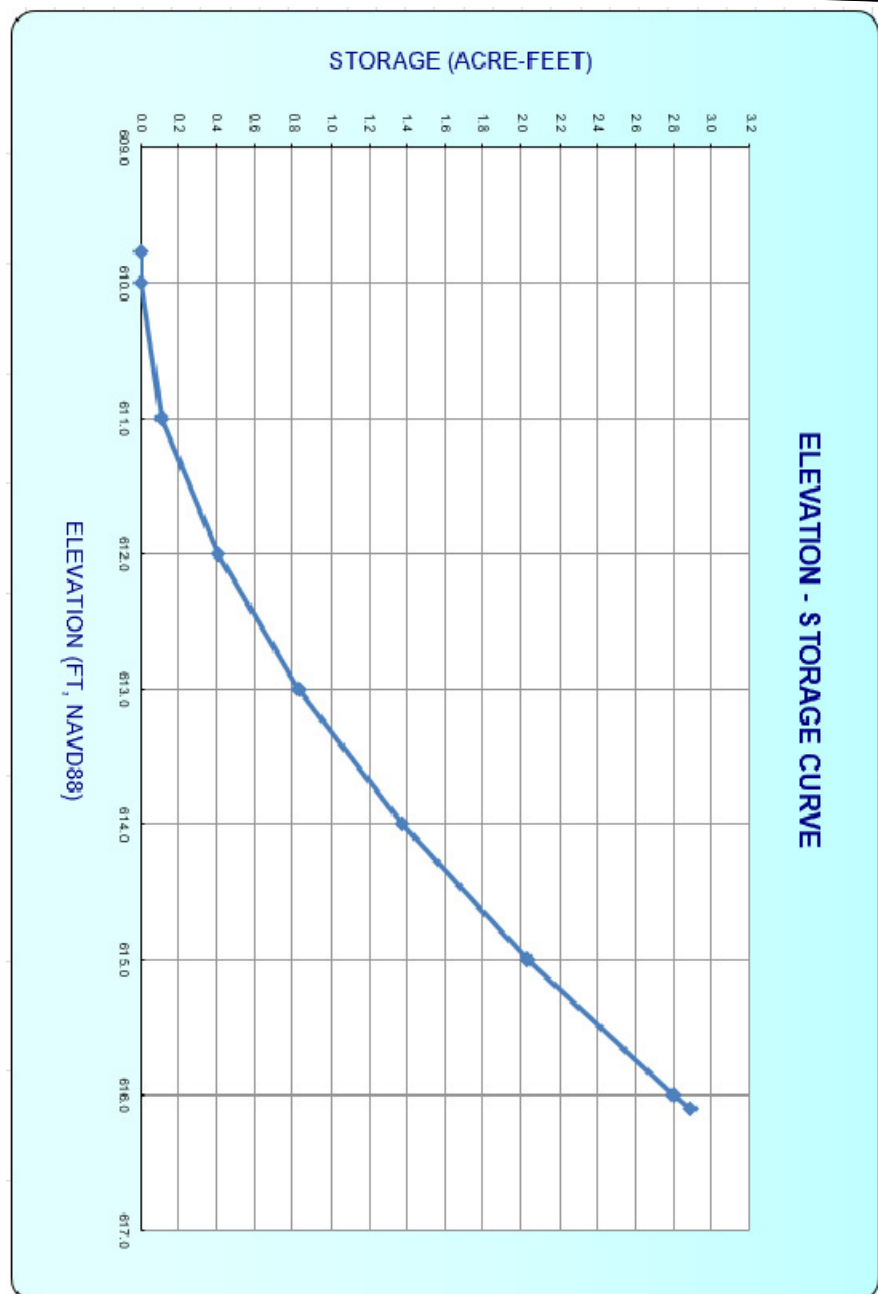
This property is located in Flood Zone "X" (shaded) area of 0.2% annual chance flood area of 1% annual chance flood with average depth of less than 1 foot or with drainage area less than 1 square mile, and areas protected by levees from 1% annual chance flood, as per National Flood Insurance Rate Map (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:





NORTH POND DETAIL

[illegible]

STATE OF INDIANA }
COUNTY OF LAKE }

THIS IS NOT A BOUNDARY SURVEY
This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

DATE OF SURVEY: SEPTEMBER 9, 2024

TORRENGA SURVEYING, LLC

JOHN STUART ALLEN - Registered Land Surveyor No. LS29900011

CLIENT:
COMM. FOUNDATION OF NIJAL INC.

DATE: SEPTEMBER 9, 2024

AS-BUILT SURVEY

LOT 3 IN COMMUNITY FOUNDATION INC. ADD., BL. 5
10240 CALUMET AVENUE
IN THE TOWN OF MUNSTER
LAKE COUNTY, INDIANA

TORRENGA SURVEYING, LLC

PROFESSIONAL LAND SURVEYORS

907 RIDGE ROAD, MUNSTER, INDIANA 46321

TEL. No.: (219) 836-8918

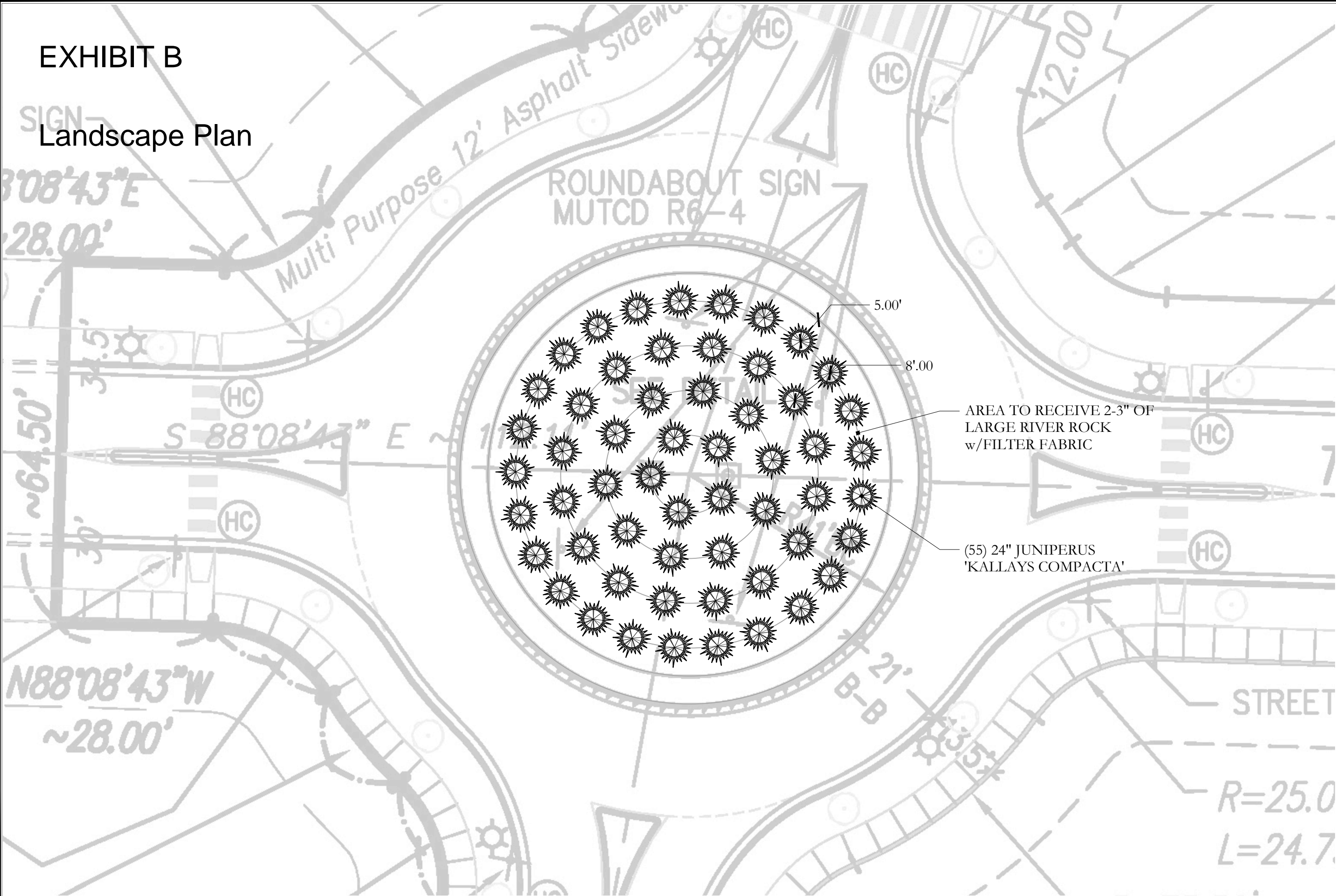
WEBSITE: WWW.TORRENGA.COM

SHEET
2 OF 2

JOB NO: 2024-0264
DRAWN: OP/RP

SCALE: 1"=30'

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.