

1 BILL NO. S-22-05-09

2 SPECIAL ORDINANCE NO. S-_____

3 AN ORDINANCE approving a lease agreement
4 between the City of Fort Wayne and J.D. Ventures II,
5 LLC by and through its Board of Public Works.

6 WHEREAS, the City of Fort Wayne through the Board of Public Works
7 desires to lease a building located at 3220 Ciera Court to store City vehicles; and

8 WHEREAS, the term of lease is for five (5) years with a termination clause
9 granted after one (1) year into the lease term; and

10 WHEREAS, the annual lease payment is SIXTY THOUSAND AND 00/100
11 DOLLARS (\$60,000.00); and

12 WHEREAS, said lease agreement requires the approval of the Common
13 Council of the City of Fort Wayne.

14 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
15 THE CITY OF FORT WAYNE, INDIANA;

16 SECTION 1. That said lease agreement between the City of Fort Wayne,
17 Indiana, and J.D. Ventures II, LLC, (Exhibit "A" attached hereto and made a part
18 hereof), is hereby approved by the Common Council of the City of Fort Wayne,
19 Indiana.

20 SECTION 2. That this Ordinance shall be in full force and effect from and
21 after its passage and any and all necessary approval by the Mayor.

22 _____
23 Council Member

24 APPROVED AS TO FORM AND LEGALITY

25 _____
26 Malak Heiny, City Attorney

Property mgmt.
5-3-22

COMMERCIAL LEASE

THIS COMMERCIAL LEASE ("Lease") is made and entered this 3 day of May, 2022 by and between J.D. Ventures, II, LLC ("Landlord"), and the City of Fort Wayne, Indiana ("Tenant").

RECITALS:

Landlord is the owner of a certain improved real estate located at 3220 Ciera Court, Fort Wayne, Indiana ("Real Estate") on which is located a Ten Thousand (10,000) square foot office warehouse building as shown on attached Exhibit A (County GIS Map and Property Record Card) (the "Leased Premises"). Landlord desires to lease the Leased Premises to Tenant and Tenant desires to lease the Leased Premises from Landlord in accordance with the covenants, terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant agree as follows:

ARTICLE I

Lease of Leased Premises

- 1.1 Landlord leases the Leased Premises to Tenant and Tenant leases the Leased Premises from Landlord in accordance with the terms and conditions of this Lease.
- 1.2 Landlord also grants to Tenant, the right to use the common areas adjoining the Leased Premises, including, but not limited to the access drive to a secured parking area; provided, however, that no vehicles shall be parked on the entrance drive from Ciera Court to the Leased Premises or the parking lot in front of the adjoining premises sharing the entrance driveway, commonly known as 3218 Ciera Court, which shall be kept free and open for ingress and egress at all times. Nor shall Tenant park vehicles in the entrance driveway from Ciera Court to the adjoining premises which shares the entrance drive way with the Secured Premises which in any manner or way interferes with or prevents the maneuvering of trucks or vehicles accessing the adjoining premises.

ARTICLE II

Term

- 2.1 The term of this Lease shall be for a period of five (5) years commencing on the 1st day of May, 2022 (the Commencement Date) and ending on the 30th day of April, 2027 (the "Expiration Date") (hereinafter referred to as the "Term"), unless earlier terminated as provided herein. Landlord shall not be liable for failing to deliver possession of the Leased Premises on the Commencement Date as a result of an event beyond Landlord's control. Tenant's obligation to pay rent during the Term shall not commence until the delivery of the Leased Premises to Tenant in a condition which allows Tenant to conduct the Use (as hereinafter defined) in all material respects.



ARTICLE III

Termination

3.1 Tenant has the right to terminate this Lease, with or without cause, at any time following the first anniversary date of the Commencement Date, upon one hundred eighty (180) days written notice to Landlord.

ARTICLE IV

Use of Leased Premises

4.1 The Leased Premises shall be used by Tenant for the storage of Tenant's vehicles and activities related thereto and for no other purposes without the prior written consent of Landlord (the "Use"). Tenant shall not use or maintain the Leased Premises in any manner which constitutes a violation of any ordinance, statute, regulation, or order of any governmental authority or environmental laws applicable to the Leased Premises, including, but not limited to zoning ordinance and protective covenants, restrictions, limitations, and easements of record.

4.2 Tenant agrees not to use or permit any person to use the Leased Premises for any purpose intended to injure the reputation or impair the value of the Leased Premises, nor for any purpose or use in violation of any applicable federal, state, county, or municipal law or ordinance. Tenant will neither commit nor permit waste to be committed upon the Leased Premises.

4.3 Tenant will exercise reasonable efforts to prevent any nuisance from occurring on the Leased Premises. Tenant covenants and agrees that Tenant will maintain and occupy the Leased Premises in a careful and safe manner consistent with Tenant's exercise of the Use.

ARTICLE V

Rent

5.1 Tenant shall pay as rent for Leased Premises the payments set forth below ("Base Rent"), without relief from valuation and appraisal laws, in accordance with the following schedule:

Years 1 – 5	Base Rent	\$5,000.00/month	\$60,000.00/year
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All rent payments are due on the first day of each calendar month during the Term to Landlord c/o The Ellis Group, 4211 Clubview Dr, Fort Wayne, IN 56804, or at any such other address as Landlord may designate pursuant to Article XXI hereof. In the event the Term commences on a day other than the first day of a calendar month, Tenant shall pay on the first day of the succeeding calendar month the pro rata portion of Base Rent due for the partial first month of the Lease in addition to the Base Rent for such succeeding month.

5.2 The Base Rent shall be paid to Landlord without notice or demand and without abatement, deduction, or setoff. Landlord shall provide Tenant with a five (5) day grace period for the payment of each monthly installment of rent. Each installment of Base Rent and all other sums of money payable

under this Lease shall bear interest at the rate of eight percent (8%) per annum from the expiration of the grace period until paid and are payable without relief from evaluation, stay or appraisal laws.

5.3 It is the intention of Landlord and Tenant that, except as otherwise provided herein: (a) the Base Rent payable hereunder shall be net to Landlord; and (b) all costs, expenses and obligations relating to the Leased Premises which are the obligation of Tenant hereunder and which arise or become due during the Term shall be paid by Tenant.

ARTICLE VI Security Deposit

6.1 INTENTIONALLY DELETED

ARTICLE VII Utility Services, Maintenance and Repairs

7.1 Tenant shall pay for all utilities and trash removal which are attributable to the Leased Premises. Tenant shall be responsible at its sole expense for the following maintenance and repair obligations relating to the Leased Premises:

- (a) To maintain the Leased Premises in a clean, sightly and healthful condition and to make all repairs required by Tenant's exercise of the Use during the Term.
- (b) To provide normal and customary maintenance of the exterior of the Leased Premises, with the exception of the foundations and roof.
- (c) To cause the heating, ventilation and air-conditioning systems (HVAC) to be serviced by a licensed mechanical contractor a minimum of two (2) times per year during the Term. Copies of the service records are to be sent to the Landlord. Landlord shall replace the HVAC system serving the Leased Premises in the event of substantial failure unless such failure is the result of negligence by Tenant or Tenant's HVAC contractor.
- (d) To paint the interior of Leased Premises when and as needed, as determined by Tenant.
- (e) To maintain the parking lot for the Leased Premises and the adjoining sidewalks in good condition and free from snow, ice, and all obstructions.
- (f) To pay all association dues and assessments attributable to the Leased Premises when and as due.

7.2 Tenant agrees that no representations, except as contained herein, have been made to Tenant respecting the condition of the Leased Premises. The taking possession of said Leased Premises by Tenant shall be conclusive evidence that the Leased Premises were in good and satisfactory condition when possession was so taken; and Tenant will, at the termination of this Lease, by lapse of time or

otherwise, return the Leased Premises to the Landlord in substantially the condition as received on the Commencement Date, loss by fire not due to the fault of Tenant and ordinary wear excepted.

7.3 Landlord shall keep in good repair and working order (except to the extent damage is caused by Tenant's negligence) the foundations and roof of the Leased Premises.

ARTICLE VIII

Taxes and Assessments

8.1 Landlord shall pay all real estate taxes and assessments due and payable attributable to the Leased Premises during the Term or any renewal thereof before such real estate taxes and assessments become delinquent and a charge assessed against the Leased Premises is levied. Landlord shall provide notice, including itemized breakdown and calculation the Tenant's pro rata share of real estate taxes and assessments paid, which are attributable to the Leased Premises, within thirty (30) days of said payment. Tenant shall be responsible for reimbursement of its pro rata share of real estate taxes and assessments attributable to the Leased Premises that are due and payable during the Term or any renewal thereof.

8.2 Real estate taxes, as herein described, shall mean any real estate taxes actually paid by the Landlord in a specific lease year, not the actual year of assessment, as taxes are paid one year in arrears. Said additional rental for real estate taxes and assessments shall be reimbursed to Landlord within thirty (30) days of the receipt of notice from Landlord of Tenant's pro rata share of real estate taxes and assessments attributable to the Leased Premises.

8.3 Landlord agrees to pay all mortgage payments or other payments required to discharge liens and encumbrances and installments thereof affecting the Leased Premises before any of the same become in arrears. In the event Landlord fails to pay such payments and the discharge such liens and encumbrances, Tenant may, at its option in the event Tenant deems it necessary to protect its occupancy and right of possession to the Leased Premises, make such payments on Landlord's behalf and thereafter deduct the amount of any such payments made by Tenant from rent due or to become due hereunder.

ARTICLE IX

Insurance

9.1 Landlord's obligations under this Article are conditioned upon the satisfaction of all of the following:

- (a) Tenant shall procure and keep in effect public liability insurance in the sum of One Million and no/100 Dollars (\$1,000,000.00) for damages resulting to one person and Two Million and no/100 Dollars (\$2,000,000.00) for damages cumulative and shall designate Landlord as an additional insured and provide Landlord with evidence of such insurance, or the tenant has the option to maintain self-insurance with limits as per the Indiana tort claims act.
- (b) Landlord agrees to carry, at Landlord's expense, building insurance on a "Special Form Type" in an amount equal to 100% of the replacement value, with a standard co-insurance

endorsement of not more than 90%. If such form does not provide sprinkler leakage coverage, the policy or policies shall be endorsed to cover the same in an amount equal to 10% of the replacement value of the Leased Premises.

- (c) Each party agrees to use its best efforts to include in each of its policies insuring against loss, damage or destruction by fire or other casualty insuring the Leased Premises and Landlord's property therein and rental thereof, in the case of Landlord, and insuring Tenant's property and business interest in the Leased Premises (business interruption insurance) in the case of Tenant, a waiver of the insurer's right of subrogation against the other party, or if such waiver should be unobtainable or unenforceable (i) an express agreement that such policy shall not be invalidated if the insured waives the right of recovery against any party responsible for a casualty covered by the Policy before the casualty, or (ii) any other form of permission for the release of the other party. If such waiver, agreement or permission shall not be, or shall cease to be, obtainable without additional charge or at all, the insured party shall so notify the other party promptly after learning thereof. In such case, if the other party shall so elect and shall pay the insurer's additional charge therefore, such waiver, agreement or permission shall be included in the policy. The Landlord's policy which shall so name a party hereto as an additional insured shall contain, if obtainable, agreements by the insured that the policy will not be cancelled without at least thirty (30) days prior notice to both insureds and that the act or omission of one insured will not invalidate the policy as to the other insured. The failure by Tenant, if named as an additional insured, promptly to endorse to the order of Landlord, without recourse, any instrument for the payment of money under or with respect to the policy of which Landlord is the owner or primary insured, shall be deemed a default under this Lease.
- (d) Tenant will not use or permit upon the Leased Premises anything that will invalidate any policies of insurance now or hereafter carried on the Leased Premises or that will increase the rate of insurance on the Leased Premises; and should it do so then Tenant will pay all extra insurance premiums on the Leased Premises which may be caused by the use which Tenant shall make of the Leased Premises; that Tenant will not use or permit upon the Leased Premises anything that may be dangerous to life or limb; that Tenant will not in any manner deface or injure the Leased Premises or any part thereof, nor overload the floors of the Leased Premises; that Tenant will not permit any objectionable noise or odor to escape or be emitted from the Leased Premises in any way tending to create a nuisance, or tending to disturb the occupants of neighboring property, or tending to injure the reputation of the Leased Premises; and that Tenant will comply with all governmental, health and police requirements and regulations applicable to the Leased Premises.
- (e) Landlord shall be liable for any damage either to person or property, sustained by Tenant or by other persons due to the Leased Premises or any part thereof or any appurtenance resulting from Landlord's failure to perform a repair to the Leased Premises which is Landlord's obligation hereunder, or due to the happening of any accident in or about said building, or due to any act or neglect of any other occupant in said building, or of any other person, except as may be caused by Tenant's negligent action or inaction. This provision includes but is not limited to damages caused by water, snow, frost, steam, sewerage, illuminating gas, sewer gas

or odors or by the bursting or leaking of pipes or plumbing works, and shall apply equally whether such damage be caused by or occasioned by anything or circumstances above mentioned or referred to or by any other thing or circumstances whether of a like nature or of a wholly different nature. In the event such damage shall be caused by the negligent action or inaction of Tenant agrees that all personal property upon the Leased Premises belonging to Tenant shall be at the risk of Tenant and that Landlord shall not be liable for any damage thereto or theft thereof unless resulting from the negligent action or negligent inaction of Landlord.

9.2 Tenant shall pay all insurance premiums for the insurance coverage provided herein and within ten (10) days of the annual renewal of such insurance coverage, Tenant shall provide to Landlord evidence of payment of such insurance premiums.

ARTICLE X

Mutual Waiver of Subrogation

10.1 Landlord and Tenant hereby expressly waive any and all claims against each other for loss or damage due to fire or the perils, risks or hazards ordinarily insured against the Indiana standard form of Fire Insurance Policy with extended Coverage Endorsement, regardless of the cause of such loss or damage resulting from negligence of the respective parties, their agents, servants, employees or invitees.

ARTICLE XI

Hazardous Substances

11.1 Tenant covenants and warrants to Landlord that Tenant, its licensees and invitees, will not cause or permit the contamination of the Leased Premises or any surrounding properties by any "Hazardous Substances" during the Term. Tenant agrees to indemnify and hold Landlord harmless against any liabilities, costs, expenses (including reasonable attorney's fees and costs) which result directly from the contamination, leakage, seepage or emission of Hazardous Substances from the Leased Premises by Tenant, its licensees, invitees or employees during the Term. In the event of a need for cleanup and removal of any such aforescribed contamination, Tenant shall immediately cause and assume the cost of such removal in accordance with the directives and requirements issued by the governmental agencies having jurisdiction thereover. For purposes of this paragraph, "Hazardous Substances" shall mean those substances defined as toxic pollutants and hazardous substances by the United States E.P.A. and any other governmental agencies having jurisdiction over the Leased Premises. The indemnification and hold harmless covenant set forth herein shall survive the termination of this Lease Agreement.

ARTICLE XII

Assignment and Sublease

12.1 Tenant shall not assign this Lease in whole or in part or sublet the Leased Premises in whole or in part without the prior written consent of Landlord, which consent shall not be unreasonably withheld. In the event Landlord consents to such assignment or subletting, unless otherwise agreed in writing by the

parties hereto, Tenant shall remain primarily liable to perform all of the covenants and conditions contained in this Lease, including, but not limited to, payment of rent and additional rent as provided herein.

ARTICLE XIII

Default and Remedy

13.1 Each of the following shall be deemed to constitute a default by Tenant under the Lease:

- (a) Failure to pay the rent as herein provided when and as due.
- (b) Failure to pay any additional, costs or expenses which are Tenant's obligations under this Lease when and as due.
- (c) Failure to perform any other acts to be performed by Tenant hereunder or to comply with any condition or covenant contained herein upon the continuation of a default for a period of thirty (30) days following written notice of such default given by Landlord to Tenant.

13.2 In the event of any default by Tenant, Landlord shall issue Tenant written notice of such default (which shall contain a reasonably detailed description of such default). Tenant shall have thirty (30) days following receipt of such notice to cure such default, and if such default is not cured at the expiration of such thirty (30) day period, this Lease shall terminate at the option of the Landlord; provided, however, that if at the expiration of such thirty (30) day period Tenant is proceeding diligently to cure such default, Tenant shall be given a reasonable additional time period to accomplish the same. In the event of termination of this Lease, Landlord may re-enter the Leased Premises, take possession of all or any part thereof, and remove all property and persons therefrom in accordance with applicable Indiana law. No such re-entry shall be deemed an acceptance of the surrender of this Lease or a satisfaction of Tenant's obligation to pay the rent as provided herein or any other obligations of Tenant hereunder.

13.3 In the event of any default by Landlord, Tenant shall give Landlord thirty (30) days written notice to cure any default (which notice shall contain a reasonably detailed description of such default), and if said default is not cured, this Lease shall terminate at the option of the Tenant.

13.4 The failure of Landlord or Tenant to exercise any option herein provided on account of any default shall not constitute a waiver of the same or any subsequent default, and no waiver of any condition or covenant of this Lease by either party shall be deemed to constitute a waiver by either party or any default of the same or any other condition or covenant.

ARTICLE XIV

Alterations

14.1 Tenant shall make no alterations, additions or improvements to the Leased Premises or any part thereof without obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld.

14.2 All alterations and additions to the Leased Premises (whether performed with or without Landlord's consent as provided herein), shall be deemed a part of the Real Estate and the property of Landlord and shall remain upon and be surrendered with the Leased Premises as a part thereof without molestation, disturbance or injury at the end of the Term, whether by lapse of time or otherwise, unless Landlord, by notice given to Tenant no later than fifteen (15) days prior to the end of the Term, shall elect to remove or to have Tenant remove all or any of such alterations or additions (excluding standard Tenant finish work and non-movable office walls), and in such event, Tenant shall promptly remove, at Tenant's sole cost and expense, such alterations and additions and restore the Leased Premises to substantially the condition in which the Leased Premises were prior to the making of the same, reasonable wear and tear excepted. All movable partitions, machines, and equipment which are installed in the Leased Premises by or for the account of Tenant, without expense to Landlord, and can be removed without permanent structural damage to or defacement of the Leased Premises, and all furniture furnishings and other equipment (all of which are herein called "Tenant's Property") shall be and remain the property of Tenant and may be removed by it at any time during the Term; provided, however, that if any of Tenant's Property is removed, Tenant shall repair or pay the cost of repairing any damage to the Leased Premises resulting from such removal. All additions or improvements which are to be surrendered with the Leased Premises shall be surrendered with the Leased Premises, as a part thereof, at the end of the Term or the earlier termination of this Lease.

14.3 Tenant, at its sole cost and expense, shall cause any permitted alterations, installations, additions or improvements in or about the Leased Premises to be performed in compliance with all applicable legal requirements.

14.4 Landlord hereby covenants and agrees to join with Tenant in applying for and securing from any governmental authority having jurisdiction thereof, any permits or licenses which may be necessary in connection with the making of any alterations, additions, changes or repairs and Landlord agrees, upon request by Tenant, to execute or join in the execution of any application for such licenses or permits.

14.5 No person shall be entitled to any lien directly or indirectly derived through or under Tenant or through or by virtue of any act or omission of the Tenant upon the Leased Premises for any improvements or fixtures made thereon or installed therein or for or on account of any labor or material furnished to the Leased Premises or for or on account of any matter or thing whatsoever; and nothing in this Lease contained shall be construed to constitute a consent by Landlord to the creation of any lien.

ARTICLE XV

Inspection and Showing of Premises

15.1 Landlord and Landlord's agent shall be permitted to inspect or examine the Leased Premises upon forty-eight (48) hours written notice to Tenant, and Landlord shall have the right to make any repairs to the Leased Premises which Landlord may deem desirable and necessary for its preservation; provided, however, that the actual cost of any repairs made by Landlord which are the responsibility of Tenant hereunder shall be the responsibility of Tenant.

ARTICLE XVI

Fire and Other Casualty

16.1 If the Leased Premises shall be significantly damaged or destroyed by any cause during the Term, this Lease will terminate; however, Tenant may elect to repair such damage at its expense. Such repair or restoration of the Leased Premises by Tenant shall be at least to substantially the condition of the Leased Premises immediately prior to such damage or destruction, and in accordance with plans and specifications mutually agreed upon by Tenant and Landlord; or if such plans cannot be agreed upon, by Tenant and Landlord, then in accordance with the original plans and specifications for the Leased Premises. The work of restoration or rebuilding shall be in full compliance with all laws and regulations and governmental ordinances applicable thereto. All insurance proceeds received by Tenant and Landlord from the fire and extended coverage insurance shall be used and applied toward such rebuilding and restoration. In the event such insurance proceed are not sufficient, Landlord and Tenant shall negotiate the respective responsibilities for the further costs and charges of completing restoration and rebuilding of the Land Premises as a condition to the Leased Premises being rebuilt and restored.

ARTICLE XVII

Eminent Domain

17.1 If not more than fifteen percent (15%) of the building constituting the Leased Premises or not more than twenty-five percent (25%) of the parking area shall be taken under the power of eminent domain, then this Lease shall cease only on the part so taken from the date possession shall be taken for any public purpose, and the rent due hereunder prior to the taking shall be paid to the date of taking.

17.2 If more than fifteen percent (15%) of the Leased Premises or more than twenty-five percent (25%) of the parking area shall be taken under the power of eminent domain, then from that date Tenant shall have either the right to terminate this Lease as of the date possession of the part condemned is so taken, by written notice to Landlord within thirty (30) days after such date, or to continue in possession of the Leased Premises under all of the terms, covenants and conditions of this Lease, except that the fixed rent shall be proportionately and equitably reduced.

17.3 Each party may, as permissible by applicable law, prosecute at its option their respective claims, against the public or private bodies designated as the taking authority, on the account of any taking or appropriation of the Leased Premises. Any and all sums received by Landlord and attributable to Tenant's interest hereunder shall be payable at Tenant's direction for the purpose of satisfaction of Tenant's obligation to rebuild and restore the Leased Premises. For the purpose of this paragraph, acquisition of all or part of the Leased Premises by governmental or quasi-governmental authority by means of voluntary negotiations and contract in lieu of condemnation shall be deemed to be acquisition by the exercise of the power of eminent domain.

ARTICLE XVIII

Surrender

18.1 Upon the expiration or earlier termination of this Lease, Tenant shall surrender to Landlord the Leased Premises, together with all other property affixed to the Leased Premises (with the exception of trade fixtures), in substantially the condition which existed at the commencement of the Term (ordinary wear and tear excepted). Any damage caused to the Leased Premises by Tenant's removal of any property shall be promptly repaired by Tenant to the reasonable satisfaction of Landlord.

18.2 Tenant shall remove all property of Tenant which is to be removed from the Leased Premises at the expiration of the Term. If Tenant fails to do so, the parties hereto agree that in the event said property is not removed within seven (7) days the same shall be deemed abandoned. Landlord at its option may cause such property to be removed at the expense of Tenant. Tenant shall remove any and all signs and shall restore the walls and other portions of the Leased Premises to substantially their former condition. Tenant's obligation to observe or perform these covenants shall survive the expiration or other termination of this Lease.

ARTICLE XIX

Waiver

19.1 No waiver of any covenant or condition or the breach of any such covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition or any other covenant or condition. Nor shall the acceptance of rent by the Landlord at any time when Tenant is in default of any covenant or condition hereof be construed as a waiver of such default.

ARTICLE XX

Covenant of Quiet Enjoyment

20.1 Landlord agrees that if Tenant shall perform all the covenants and agreements herein provided to be performed on Tenant's part, Tenant shall at all times during the Term, have the peaceable and quiet enjoyment of possession of the Leased Premises without any manner of hinderance from Landlord or any persons lawfully claiming under Landlord, except as provided for in Article XIV above.

ARTICLE XXI

Notice

21.1 All notices which are to be made by either party to the other shall be made by depositing such notice in the registered or certified mail of the United State of America, postage prepaid and return receipt requested, and such notice shall be deemed to have been served on the date of such depositing in the registered or certified mail unless otherwise provided herein. All notices to Landlord shall be made at:

J.D. Ventures II, LLC
c/o The Ellis Group
4211 Clubview Dr
Fort Wayne, IN 56804

or at such other address as Landlord may from time to time designate in writing to Tenant, and all notices to Tenant shall be made at:

City of Fort Wayne
Attn: Christopher Carmichael
200 E Berry St, Suite 470
Fort Wayne, IN 46802

or at such other address as Tenant may from time to time designate in writing to Landlord.

ARTICLE XXII

Benefit of Landlord and Tenant

22.1 This Lease and all of the terms and provisions hereof shall inure to the benefit of and be binding upon Landlord and Tenant and their respective heirs, successors, assigns and legal representatives.

ARTICLE XXIII

Governing Law

23.1 This Lease shall be governed in accordance with the laws of the State of Indiana.

ARTICLE XXIV

Indemnification

24.1 Landlord and Tenant shall each be liable for and hereby agree to pay any and all expenses (including reasonable attorney's fees) incurred by such party in connection with any default by such party of the terms, covenants and conditions contained in this Lease, without relief from valuation or appraisal laws.

ARTICLE XXV

Signage

25.1 Landlord reserves the right to approve the content, color, size, number and placement of exterior signs located on the Leased Premises. All exterior signage should comply with all applicable codes and ordinances.

ARTICLE XXVI

Holding Over

26.1 Tenant shall pay Landlord for each day Tenant retains possession of the Leased Premises or part thereof after termination hereof, by lapse of time or otherwise, double the amount of the daily base rental. This provision shall not be deemed to waive Landlord's right of re-entry or any other right hereunder or at law.

ARTICLE XXVII

Miscellaneous Provisions

27.1 Subordination. The rights and interest of Tenant under this Lease shall be subject and subordinate to any protective land covenants, mortgages or trust deeds that may hereafter be placed upon the Real Estate and the Leased Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, if the mortgagee or trustee named in said mortgage or trust deed shall elect to subject and subordinate the rights and interest of Tenant under this Lease to the lien of its mortgage or deed of trust and shall agree to recognize this Lease of Tenant in the event of foreclosure if Tenant is not in default. In the event any mortgagee or trustee may elect to give the rights and interest of Tenant under this Lease priority over the lien of its mortgage or deed of trust and upon notification by such mortgagee or trustee to Tenant to the effect, the rights and interests of Tenant under this Lease shall be deemed to be subordinate to, or to have priority over, as the case may be, the lien of said mortgage or trust deed, whether this Lease is dated prior to or subsequent to the date of said mortgage or trust deed. Tenant shall execute and deliver whatever instruments may be reasonably required for such purposes within ten (10) days after written request thereof.

27.2 Estoppel Certificates. At any time and from time to time, Tenant agrees, upon request in writing from Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or that there have been modification, and that the same is in full force and effect as modified and stating the modification) and the dates to which the fixed minimum rental and other charges have been paid.

27.3 Writing Controls. It is agreed that Landlord has not made any statement, promise or agreement or taken upon itself any engagement whatever verbally or in writing in conflict with the terms of this Lease or that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions and that no obligations of Landlord shall be implied in addition to the obligations herein stated.

27.4 Air and Light. This Lease does not grant or guarantee Tenant a continuance of light and air over any property adjoining the Leased Premises.

27.5 No Option. Submission of the Lease for examination or signature by Tenant does not constitute a reservation or option for the acquisition of the Leased Premises. This instrument becomes effective as a Lease only upon execution and delivery by both Landlord and Tenant.

27.6 Entire Agreement. Tenant acknowledges that it has read this entire Lease and understands and agrees to all of the terms and conditions contained herein. Landlord and Tenant acknowledge that the preparation of this Lease has been a joint effort of each party, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one party over the other. This

Lease, exhibits, addendums and modifications hereto, constitute the entire agreement between Landlord and Tenant, and no prior agreement and understanding shall be effective. No provision of this Lease may be amended except by written agreement signed by Landlord and Tenant.

(Signature page follows)

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Indenture of Lease this 3rd
day of May, 2022.

J.D. Ventures II, LLC

[Signature]
BY: Dan A. Dickey, President
Landlord

City of Fort Wayne, Indiana

[Signature]
BY: Thomas C. Henry, Mayor
Tenant

Board of Public Works

[Signature]
BY: Shan Gunawardena, Chair

[Signature]
BY: Kumar Menon, Member

[Signature]
BY: Chris Guerrero, Member

[Signature]
Attest: Michelle Fulk-Vondran, Clerk

DATE: 5-3-2022

(Notary pages follow)

NOTARY

Acknowledgement for Landlord

STATE OF South Carolina)
) SS:
COUNTY OF Beaufort)

Before me, the undersigned, a Notary Public in and for said county and state, this 2nd day of MAY, 2022, personally appeared Dan A Dickey, President of J.D. Ventures II, LLC, the corporation which executed the foregoing instrument, signed the same and acknowledged to me that they did so sign the same in the name and on behalf of said corporation as such officers, respectively; that the same is their free act and deed as such officers, respectively, and the free and corporate act and deed of said corporation; and that they were duly authorized thereunto by the Board of Directors of said corporation.

IN WITNESS THEREOF, I have hereunto set my hand and official seal the date above written.

Elizabeth Brown
Notary Public

My commission expires: 7-17-2027

Elizabeth Brown
Notary Public, State of South Carolina
My Commission Expires July 17, 2027

Acknowledgement for Tenant

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said county and state, this 3rd day of May, 2022, personally appeared Thomas C. Henry, Shan Gunawardena, Kumar Menon, Chris Guerrero, and Michelle Fulk-Vondran, with whom I am personally acquainted, and who, upon their oath, acknowledge themselves respectively to be the Mayor of the City of Fort Wayne, and Chairman, Members, and Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, and that they, as being authorized so to do, executed the foregoing instrument for purposes contained therein for and on behalf of said City in their capacities and who acknowledged that they did sign the foregoing instrument and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the date above written.

Emily Ridgway
Notary Public

My commission expires: 09/21/2026

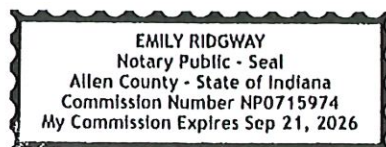


EXHIBIT A

Leased Premises County GIS Map Overview

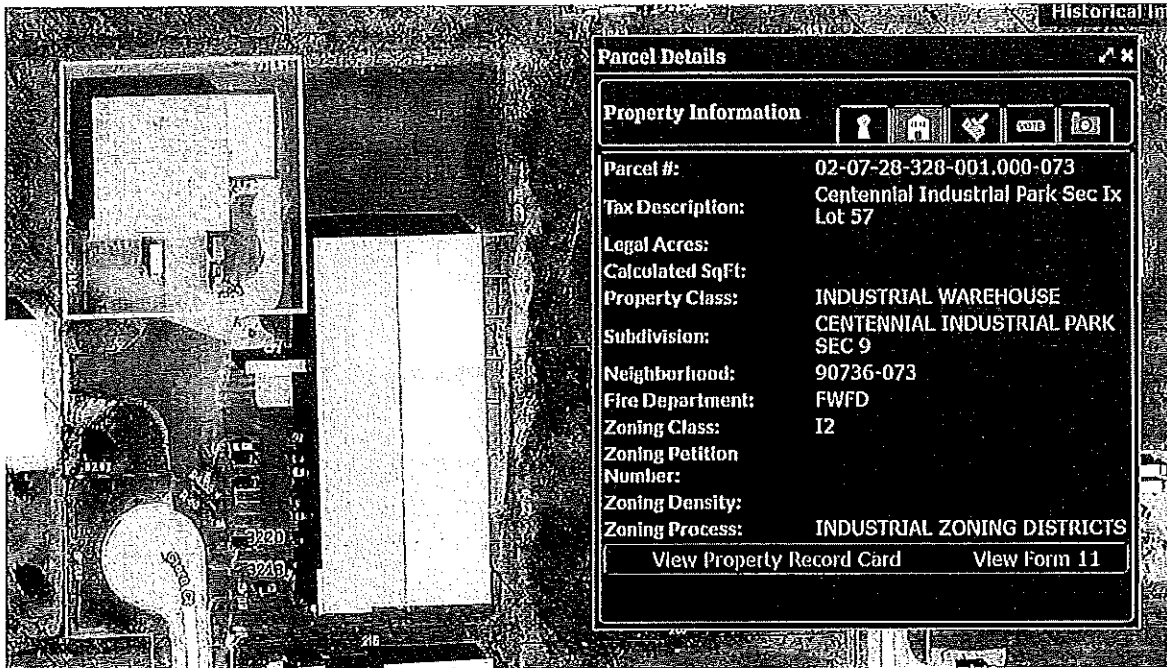


EXHIBIT A (CONT.)

Leased Premises Property Record Card

02-07-28-328-001.000-073	J D Ventures II LLC	3218 3220 CIERA CT	350, Industrial Warehouse	CENTENNIAL / ENTERPRISE 1/4
Parcel Number	J D Ventures II LLC	Date	Owner	Doc ID Code Book Page Adj Sale Price VA
02-07-28-328-001.000-073	J D Ventures II LLC	09/21/2022	J D Ventures II LLC	0 CO \$21,335 \$0 1
Local Parcel Number	4211 Chabrew Dr	02/12/2027	J D Ventures II LLC	0 WD \$21,412 \$0 1
00-4997-0057	Fort Wayne, IN 46804	12/06/1994	J D Ventures II LLC	0 WD \$21,131 \$0 1
Tax ID:	010015530	01/01/1993	CENTENNIAL DEVEL	WD / \$0 1
Routing Number	010015530			
Property Class 350	Industrial Warehouse			
Year: 2022	Industrial			
County	2022	Assessment Year	2022	2022
City	01/13/2022	Reason For Change	AA	AA
Township	01/13/2022	As Of Date	01/13/2022	01/13/2022
District 073 (Local 030)	01/13/2022	Valuation Method	Indiana Certified	Indiana Certified
073 FT WAYNE WASHINGTON (20)	1.0000	Equalization Factor	1.0000	1.0000
School Corp 0235	Notice Required			
FORT WAYNE COMMUNITY				
Neighborhood 6033-013				
CENTENNIAL / ENTERPRISE / GO				
Section/Plot				
0028				
Location Address (1)				
3218 3220 CIERA CT				
FORT WAYNE, IN 46805				
Zoning				
Subdivision				
Lot				
Market Model				
CAI / Warehouse / Single 10-49,999				
Topography				
Level				
Public Utilities				
All				
Streets or Roads				
Paved				
Neighborhood Life Cycle Stage				
Other				
Printed				
Review Group				
2020				
Data Source				
Aerial				
Collector				
01/27/2020				
cagab				
Appraiser				
07/29/2020				
cagab				
Total Value				
\$198,300				

Leased Premises Property Record Card

02-07-28-328.001.000.073 J D Ventures II LLC				3218 3220 CIERA CT		350, Industrial Warehouse		CENTENNIAL / ENTERPRISE 3/4	
GENERAL NOTES				PERMANENT / REMOVABLE					
Occupancy	CH Bldg	Pre. Use	Light Warehouse	Permit No.	GC1	GC1			
Description	CH Bldg	10,000	Pre. Framing	Fire Resist	Use	W000FF	LY001SE		
Story Height	1	Pre. Finish	Unfinished	Use Area	2318 sqft	7681 sqft			
Type	WA	# of Units	0	Area Not in Use	0 sqft	0 sqft			
				Use W	20.2W	79.8W			
Wall Type			1:3 (CC)	Est Perimeter	450'	450'			
Heating		16000 sqft		PAR	4	4			
A/C		2016 sqft		# of Units / AC	0/21	0/21			
Sprinkler				Avg Unit sqft/Spn					
				Floor	1	1			
				Vertical ght	20'	20'			
				Base Rate	\$19.45	\$19.45			
				Frame Adj	10.00	10.00			
				Vertical ght Adj	\$1.24	\$1.24			
				Deck Floor	10.00	10.00			
				Roof Deck	10.00	10.00			
				Adj Base Rate	\$83.67	\$83.67			
				BPA Factor	1.00	1.00			
				Sub Total (rate)	\$83.69	\$83.69			
				Interior Finish	10.00	10.00			
				Painting	10.00	10.00			
				Heating	10.00	10.00			
				A/C	10.00	10.00			
				Spur-Ver	10.00	10.00			
				Up/Low	10.00	10.00			
				Unit Fin/MSR	10.00	10.00			
				GC Adj	10.00	10.00			
				S.F. Price	\$15.82	\$15.82			
				Sub-Total	10.00	10.00			
				Unit Cost	10.00	10.00			
				Eliminated Floor	10.00	10.00			
				Total (Use)	\$151,355	\$151,355			
SPECIAL FEATURES				ROOFTOP COMPLECTIONS					
Description	Value	Description	Value	Sub-Total (all items)	\$521,417	Garage	10	Unit Fin/MSR	10.00
Car. CT 175 sqft	\$1,910	1x Ref/Wal Cooler	\$1300	Risque/Brk Squash	10	Fireplaces	10	GC Adj	10.00
				Trailer Bldg	10	Sub-Total (building)	\$155,617	S.F. Price	\$15.82
				Firearm	\$1,000	Quality (Garage)	\$315,618	Sub-Total	
				Other Flooring	\$1,200	Location Multiplier	0.65	Unit Cost	10.00
				Special Features	\$1,010	Rept. Cost New	\$161,816	Eliminated Floor	10.00
				Exterior Features	10			Total (Use)	\$151,355
Summary of Construction									
Description	Res	Story	Construction	Grade	Year	EIF	EIF Co	Base	LCM
1: CH Bldg 10,000 sf	0%	1	Wood	C	2013	2013	9 A	\$15.84	0.95
2: Fencing	0%	1	Concrete	C	2013	2013	9 A	\$15.84	0.95
3: Fencing 2	0%	1	Concrete	C	2013	2013	9 A	\$15.84	0.95
4: Paving	0%	1	Concrete	C	2013	2013	9 A	\$15.84	0.95
Summary of Improvements									
Description	Res	Story	Construction	Grade	Year	EIF	EIF Co	Base	LCM
1: CH Bldg 10,000 sf	0%	1	Wood	C	2013	2013	9 A	\$15.84	0.95
2: Fencing	0%	1	Concrete	C	2013	2013	9 A	\$15.84	0.95
3: Fencing 2	0%	1	Concrete	C	2013	2013	9 A	\$15.84	0.95</

COUNCIL DIGEST SHEET

Enclosed with this introduction form is a tab sheet and related material from the vendor(s) who submitted bid(s). Purchasing Department is providing this information to Council as an overview of this award.

RFPs, BIDS, OTHER PROJECTS

Bid/RFP#/Name of Project	Lease Agreement between City of Fort Wayne (Tenant) and JD Ventures II, LLC (Landlord) for property located at 3220 Ciera Court
Awarded To	JD Ventures II, LLC
Amount	\$60,000.00 annually
Conflict of interest on file?	Yes
Number of Registrants	N/A
Number of Bidders	N/A
Required Attachments	

EXTENSIONS

Date Last Bid Out	N/A
# Extensions Granted To Date	

SPECIAL PROCUREMENT

Contract #/ID (State, Federal, Piggyback--Authority)	
Sole Source/ Compatibility Justification	

BID CRITERIA *(Take Buy Indiana requirements into consideration.)*

Most Responsible, Responsive Lowest	No
If not lowest, explain	Negotiated Lease Agreement

COUNCIL DIGEST SHEET

COST COMPARISON

<i>Increase/decrease amount from prior years For annual purchase (if available).</i>	N/A
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DESCRIPTION OF PROJECT / NEED

<i>Identify need for project & describe project; attach supporting documents as necessary.</i>	City leasing of a building containing 10,000 square feet to store City vehicles

REQUEST FOR PRIOR APPROVAL

<i>Provide justification if prior approval is being requested.</i>	N/A

FUNDING SOURCE

<i>Account Information.</i>	Police Budget



CITY OF FORT WAYNE

THOMAS C. HENRY, MAYOR

May 5, 2022

City Council Members
City of Fort Wayne

RE: City of Fort Wayne/JD Ventures II, LLC Lease – 3220 Ciera Court

Dear Council Members,

The City has negotiated a new lease agreement with JD Ventures II, LLC to lease the building located at 3220 Ciera Court to store City vehicles.

A copy of the lease is attached.

It is a five year lease with a clause granting the City the right to terminate the lease with due notice after the first year of the term.

The annual lease payment is \$60,000.00.

We are asking for Council to approve the lease and the funding of the annual payments during the term of the lease.

If you have any questions, please feel free to contact me at 427-2317.

Sincerely,

A handwritten signature in black ink, appearing to read "Christopher Carmichael".

Christopher Carmichael
Property Manager

ENGAGE • INNOVATE • PERFORM

CITIZENS SQUARE

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