LEASE AMENDMENT #2
EDS #E2-6-A514

This is an Amendment to the certain written Office Lease, with last signature date of November 21, 2005 (the “Lease”), entered into by and between HECD LLC (hereinafter referred to as “Landlord”) and the State of Indiana, acting by and through the Indiana Department of Administration, for and on behalf of the Indiana Department of Natural Resources, Division of Fish and Wildlife (hereinafter referred to as “Tenant”). The signatories for the Landlord and Tenant warrant and represent that they have been duly authorized to execute this Lease Amendment on behalf of the Landlord and Tenant respectively. A copy of the Lease is attached and incorporated by reference into this Amendment.

Whereas Landlord wishes to assign the Lease to the Monroe County Community School Corporation (“New Landlord”), and

Whereas New Landlord is willing and agrees to accept all of the rights, obligations and responsibilities of Landlord under the Lease, and the State is willing to consent to such assignment.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

The State hereby consents to the assignment of the lease to New Landlord effective on the date of last signature, and New Landlord hereby agrees to be bound by all provisions, terms and conditions of the Lease.

The undersigned attests, subject to the penalties for perjury, that he/she is the Landlord, or that he/she is the property authorized representative, agent, member or officer of the Landlord, that he/she has not, nor has any other member, employee, representative, agent or officer of the Landlord, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Lease Amendment #2 other than that which appears upon the face of the Lease and this Lease Amendment #2.

IN WITNESS to their agreement, the persons signing this Lease Amendment #2 execute it for the Landlord and the Tenant:

LANDLORD:
HECD, LLC

[Signature]
Heidi Smith, Owner
Date: 11/20/05

NEW LANDLORD:
Monroe County Community School Corporation

[Signature]
Printed Name:
Date:

ATTEST:

By: [Signature]
Date: 11/16/2008

ATTEST:

By: __________________________
Date: __________________________
TENANT:

DEPARTMENT OF NATURAL RESOURCES:

Robert Carter, Jr., Director
Date: __________________

DEPARTMENT OF ADMINISTRATION:

Carrie Henderson, Commissioner
Date: ________________

STATE BUDGET AGENCY:

Charles E. Schalliol, Director
Date: ________________

OFFICE OF THE ATTORNEY GENERAL:

Stephen Carter, Attorney General of Indiana
Date: ________________
After AG approval please return to IDOA Lease: 
Sandra @ 2-3153 or Bea @ 2-3279
sandra.bearden@dnr.in.gov
bseibert@dnr.in.gov

23. Taxpayer Identification Number: 035-1855028
24. Name: Howard Young & Donald Sare Partnership
25. Telephone:
26. Address:
2909 S. Sare Road Office
Bloomington, IN 47401
27. E-mail address:

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) ___ Yes ___ No
29. Primary Vendor: M/WBE
Minority: ___ Yes ___ No
Women: ___ Yes ___ No
30. If yes, list the %:
Minority: ___ % ___ %
Women: ___ % ___ %
31. Sub Vendor: M/WBE
Minority: ___ Yes ___ No
Women: ___ Yes ___ No
32. If yes, list the %:
Minority: ___ % ___ %
Women: ___ % ___ %
33. Is there Renewal Language in the document? ___ Yes ___ No
34. Is there a "Termination for Convenience" clause in the document? ___ Yes ___ No

35. Will the attached document involve data processing or telecommunications systems(s)? ___ Yes: ITOC or Delegate has signed off on contract
36. Statutory Authority (Cite applicable Indiana or Federal Codes): IC 14-22-2
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) This is a standard office lease for the rental of 4,200 square feet of office space located at 553 E. Miller Drive in Bloomington. The rental of office space is needed to house the 11 full-time staff and up to 7 intermittents as well as provide storage space for specimens for the research biologists.
38. Justification of vendor selection and determination of price reasonableness: This office lease was initiated in January of 1994. The location for this office is near downtown Bloomington and is in the business district where it is easily accessible to the public. This Landlord is a local business and has agreed to only minimal rental increases (3% per year) to cover rising utility costs.
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval
Cheryl Walls
41. Date Approved
10-24-05
42. Budget agency approval
43. Date Approved
44. Attorney General's Office approval
45. Date Approved
46. Agency representative receiving from AG
47. Date Approved

Received
NOV 04 2005
IDOA Contracts
State of Indiana
Office Lease

This Lease is entered into by and between **Howard Young and Donald Sare Partnership** (hereinafter referred to as "Landlord") and the State of Indiana, acting by and through the Department of Administration, for and on behalf of **Department of Natural Resources, Division of Fish and Wildlife** (hereinafter referred to as "Tenant"). The signatories for the Landlord and Tenant warrant and represent that they have been duly authorized to execute this Lease on behalf of the Landlord and Tenant respectively.

In consideration of the promises and obligations specified in this Lease, Landlord and Tenant agree as follows:

1. **Description of Premises Leased**

Tenant agrees to lease from Landlord and Landlord agrees to lease to Tenant certain office space consisting of approximately 4,200 square feet. The space to be leased is commonly known as the Division of Fish and Wildlife Office, 553 E. Miller Drive, in the City of Bloomington, County of Monroe, State of Indiana (the "Leased Premises"). The Leased Premises are more fully described in the legal description attached as Exhibit "A" and floor plan attached as Exhibit "B."

2. **Term of Lease**

This Lease shall be effective for a period of four (4) years commencing on the first day of January, 2006, and ending on the thirty-first day of December 2009.

3. **Consideration**

The total agreed rent for the entire term of this Lease shall not exceed the sum of $192,114.60, payable in equal consecutive monthly installments as follows:

<table>
<thead>
<tr>
<th>Months</th>
<th>Amount</th>
<th>Rate per sq. ft. annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-12</td>
<td>$3,826.72</td>
<td>$10.93</td>
</tr>
<tr>
<td>13-24</td>
<td>$3,941.52</td>
<td>$11.26</td>
</tr>
<tr>
<td>25-36</td>
<td>$4,059.76</td>
<td>$11.59</td>
</tr>
<tr>
<td>37-48</td>
<td>$4,181.55</td>
<td>$11.94</td>
</tr>
</tbody>
</table>

Rent shall be paid in arrears as described in Section 5.

4. **Option to Renew**

Landlord grants to Tenant an option to renew this Lease for an additional term of four (4) years. The renewal agreement will be under the same terms and conditions as the existing agreement, with the rental payable in equal monthly installments as follows:

<table>
<thead>
<tr>
<th>Months</th>
<th>Amount</th>
<th>Rate per sq. ft. annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>49-60</td>
<td>$4,306.99</td>
<td>$12.30</td>
</tr>
<tr>
<td>61-72</td>
<td>$4,436.19</td>
<td>$12.67</td>
</tr>
</tbody>
</table>
Months 73-84  $4,569.27  $13.05 per sq. ft. annually  
Months 85-96  $4,706.34  $13.44 per sq. ft. annually

This represents an increase of three (3%) percent over the rental rate specified in the original lease term. Tenant may exercise the renewal option by submitting in writing to Landlord a notice of renewal, approved by the Department of Administration, at least sixty (60) days prior to the termination date of this Lease.

5. Method of Payment

A. The Landlord shall submit a monthly invoice (in arrears) on Landlord's letterhead, directly to the Tenant agency. The invoice must contain an invoice number, purchase order number (which will be provided to Landlord by the Auditor of State upon final execution), description of the service(s) for which the Tenant is being billed (rent, additional rent, utilities, leasehold improvements, etc.) remittance address, and the amount due. No invoice shall be paid for any month before the first day of the month following the month for which leased space was provided. Landlord must submit final claims for payment of rent within sixty (60) calendar days after the expiration date of this lease or the State of Indiana may elect to deny payment.

B. If the term of this Lease does not begin on the first day of a calendar month, or if this Lease does not terminate or is not terminated on the last day of a calendar month, then the rent for any period less than a calendar month will be prorated based upon the number of days in the partial month for which the lease is effective.

C. Late payments, if any, shall be determined and made in accordance with IC 5-17-5-1.

D. Payments; Direct Deposit

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Landlord in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Lease except as permitted by IC 4-13-2-20.

E. Should a waiver be approved by the Auditor of the State for the Direct Deposit defined in D above, all payment obligations shall be made to the following person/company/agent, at the following address:

   **Howard Young & Donald Sare Partnership**
   **300 S. Sare Rd. Office**
   **Bloomington, IN 47401**

6. Condition of Payment

All services provided by the Landlord under this Lease must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative
and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Lease or performed in violation of federal, state, or local law.

7. General Uses by Tenant

A. Tenant agrees that the Leased Premises will be used and occupied for office and clerical work to be performed by employees of Tenant. Any other use by Tenant must be approved by Landlord prior to such use.

B. Tenant shall not make any alterations, additions, repairs, or improvements to the Leased Premises unless agreed to by Landlord and under the guidelines outlined in 7C.

C. Should Tenant require improvements during the term of this Lease, said improvements may be agreed to without amending this Lease and performed by Landlord with Tenant reimbursing Landlord after completion and approval of the improvements. Improvements under this clause shall not exceed $25,000.00.

8. Services to be Provided by Landlord

A. Landlord shall provide the following services for the Leased premises specified above during the term of this Lease, at no additional cost to the Tenant, unless otherwise specified in this Lease.

1. Routine janitorial services and supplies, including rest room supplies, replacement of light bulbs, and customary cleaning in and about the Leased Premises, as more specifically described in Exhibit "C" attached hereto;
2. Heat, air conditioning, and ventilation when required for comfortable occupancy of the Leased Premises to the following criteria:

   Summer: Cool to 75 degrees.
   Winter:  Heat to 70 degrees.
   Fresh air to be provided based upon 20 cubic feet per minute of outside air per person at a density of 1 person per 200 occupied square feet, except when the outside temperature is above 90 degrees or below 15 degrees in which case the quantity of fresh air will be reasonably adjusted to provide for comfortable occupancy;

3. Gas, where applicable, and electricity;
4. Water for drinking, lavatory, and rest room purposes, including a reasonable amount of hot water;
5. Sewage services;
6. Parking; 15 spaces, located in the front and back of the building;
7. Snow and ice removal from the parking areas and walkways to and around the Leased Premises (Snow to be removed when it reaches 2 inches. Ice to be treated as needed);
8. Pest control when needed;
9. Trash removal (Scavenger Service);
10. Lawn maintenance, where applicable;
11. Installation and maintenance of building-standard signage identifying Tenant, to be installed in an area agreed to by Landlord and Tenant;
12. Paint walls and shampoo carpets within the Leased Premises should the Tenant exercise its option to renew the lease under Section 4; and
13. Accommodation and coordination for recycling of office paper, newspaper, corrugated cardboard, and beverage containers in keeping with the State's Greening the Government recycling requirements.

B. Landlord agrees to maintain the Leased Premises in a condition of safety and habitability appropriate to the needs and uses of Tenant. All maintenance, upkeep, and repair of the Leased Premises and its systems shall be the responsibility of Landlord and shall be provided at Landlord's expense, except in the event damage is caused due to the negligence of Tenant. Upon notice from Tenant of any condition requiring repair or maintenance, Landlord shall promptly make the required repairs and perform the required maintenance. Should repair or maintenance be the result of Tenant negligence, Landlord will invoice Tenant upon completion of the work performed. Tenant will reimburse Landlord as promptly as possible.

C. Landlord promises and agrees that should it fail to make repairs in a timely, proper, and satisfactory manner after notice is provided by Tenant, or after its own inspection reveals a need for repairs, Tenant may make such repairs and set off against the rent the cost of such repairs from the date of notice. The rent shall abate until the total costs of repairs incurred by Tenant shall be recovered.

D. Tenant acknowledges and agrees that in order for Landlord to fulfill its obligation to maintain and repair the Leased Premises, Landlord shall have the right to enter the Leased Premises throughout the term of this Lease, at times agreed to by Tenant, for the purposes of inspection and making repairs. Landlord shall be entitled to bring upon the Leased Premises, at times agreed to by Tenant, workmen and materials necessary to provide maintenance and complete repairs. However, this right shall not relieve Landlord of the responsibility for the quality of the repair work to be performed or the effects of repairs, or from liability for the actions of its agents and employees in performing the repairs.

E. If Tenant remains in compliance with this Lease, Tenant shall have the peaceful and quiet enjoyment of the Leased Premises except as provided in Section 8 (D) above.

F. Landlord acknowledges and agrees that the Leased Premises and all facilities shall conform to applicable provisions of the Indiana State Fire and Building Codes, and applicable Municipal Fire and Building Codes.

G. Landlord further agrees to provide access and parking and meet any other requirements for persons with disabilities in conformance with local, state and federal statutes and regulations, including those current laws and regulations required by the Americans with Disabilities Act (ADA), 42 USC 101, 1990.
9. **Insurance**

A. Landlord, at its cost and expense, shall maintain in full force and effect casualty and public liability insurance, with the State of Indiana named as an additional insured, throughout the Lease Term in accordance with the following:

1. A policy of general liability insurance covering any and all claims for injury to or death of persons and damage to property occurring in or on the Premises, the Common Areas or the Building in an amount not less than seven hundred thousand dollars ($700,000.00) for injury to or death of any one person; five million dollars ($5,000,000.00) for injury to or death of more than one person in the same accident or occurrence; and Fifty thousand ($50,000.00) for damage to property arising out of any one accident or occurrence; and

2. Broad form fire and extended coverage insurance on the Premises, the Common Areas, the Building, and all fixtures, equipment, appliances and personal property located in or used in connection with the Common Areas and the Building for their full insurable value on a replacement cost basis.

B. Landlord shall furnish to Tenant a Certificate of Insurance showing that the casualty and extended coverage insurance described in Section 9 (A) is in full force and effect and may not be canceled or materially altered without thirty (30) days prior written notice to Tenant.

10. **Access to Records**

The Landlord and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Lease. They shall make such materials available at their respective offices at all reasonable times during this Lease term, and for three (3) years from the date of final payment under this Lease, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

11. **Loss of Use by Tenant**

In the event the Leased Premises are made untenable or are partially or totally destroyed by fire, explosion, or other casualty, provided such total or partial destruction is not caused by Tenant,

A. The Leased Premises shall be repaired as speedily as possible, at Landlord's expense;

B. Either party may elect to terminate this Lease by notifying the other party in writing within thirty (30) days of the casualty, and rent shall abate and be paid only to the date of the casualty;

C. Landlord and Tenant can agree in writing to continue this Lease for the undamaged portion of the Leased Premises at a rent apportioned according to the usable office space
available. If the Leased Premises are unusable during the restoration period, the rent shall abate during this period.

12. Installation of Fixtures

Tenant shall have the right to install, place and maintain all business fixtures, equipment and furniture necessary and required for use by Tenant, its agents, officials and employees, in the conduct of its business, and Tenant shall have the right to remove such business fixtures, equipment and furniture upon termination of this Lease, providing Tenant reasonably repairs damage caused by the removal.

13. Assignment and Subletting

Tenant shall not assign this Lease, sublet the Leased Premises, or any part thereof, or permit the use or occupancy of any part of the Leased Premises, by anyone other than Tenant, its officials, agents, or employees, without the prior consent of Landlord. The Landlord shall not unreasonably withhold its consent to allow assignment or subletting. However, the Indiana Department of Administration shall have the right to assign or sublet the Leased Premises to another Department or agency of State of Indiana without the prior written approval of Landlord.

14. Abandonment of Premises

Tenant understands and agrees that if it abandons the Leased Premises during the term of this tenancy, Tenant shall not be relieved of its duties and obligations under this Lease. Exercise of Tenant’s rights under Section 32 (Conflict of Interest), or Section 31 (Cancellation), shall not constitute abandonment. Landlord, however, promises that if Tenant fails to exercise its right to perform under this Lease, Landlord shall in good faith use its best efforts to re-let the Leased Premises and set off against rents due from Tenant any rent collected from others for their use of the Leased Premises. Nothing in this clause shall prevent Landlord or Tenant from negotiating a termination of this Lease.

15. Surrender and Holding Over

A. Upon expiration or termination of this Lease, Tenant shall remove all of its goods, fixtures and other movable personal property and surrender the Leased Premises to Landlord in the same condition as the Leased Premises were at the beginning of this Lease, ordinary wear and tear, and damage by the elements, excepted.

B. In the event Tenant remains in possession of the Leased Premises after this Lease has expired or been terminated, the resulting tenancy shall be construed as a tenancy from month-to-month and monthly rental shall remain the same as the rent being paid at the time the holdover occurs.
16. **Memorandum of Lease**

Upon request by Tenant, a Memorandum of Lease in recordable form shall be executed by both parties and recorded in conformance with the laws of the State of Indiana. (To be recorded in the County of the Leased Property)

17. **Indemnification**

Landlord agrees to indemnify, defend and hold harmless Tenant and its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by an act or omission of Landlord and/or its Sub-Landlords. Landlord may look to IC 34-13-2 of the Tort Claims Act and IC 34-30-9-2 for allowable protection in this area.

18. **Indiana Law**

This Lease shall be interpreted in accordance with and be governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

19. **Default by Landlord**

A. Landlord shall be in default for failure to perform any of its obligations under this Lease thirty (30) days after Tenant has notified Landlord in writing of the specific obligations not being performed. Default by Landlord shall entitle Tenant to withhold rent until the default is cured or to terminate this Lease should Landlord fail to cure the default within ninety (90) days after Tenant has provided written notice of the default to Landlord.

B. Repeated and unexcused failure by Landlord to comply with one or more requirements of this Lease shall constitute a default even if one or all such failures shall have been timely cured pursuant to this clause.

C. Should Tenant be compelled to terminate this Lease due to default by Landlord, Tenant shall be entitled to the following damages:
   1. All administrative and other costs borne by Tenant in procuring a replacement lease or leases.
   2. Such other, additional relief as may be provided for in this Lease, at law or in equity.
   3. Damages to which the Tenant may be entitled under this clause shall be due and payable thirty (30) days following the date Landlord receives notice from Tenant specifying such damages.

20. **Default by Tenant**

Tenant shall be in default for failure to perform any of its obligations under this Lease thirty (30) days after Landlord has notified Tenant in writing of specific obligations not being performed. Default by Tenant shall entitle Landlord any remedy afforded it by Indiana Law.
21. Force Majeure

In the event that either party is unable to perform any of its obligations under this Lease, or to enjoy any of its benefits, because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Lease shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Lease.

22. Penalties - Interests - Attorney's Fees

Tenant will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1 et seq., IC 34-54-8-5, and IC 34-13-1-6.

23. Disputes

A. Should any disputes arise with respect to this Lease, Landlord and Tenant agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

B. Landlord agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Lease that are not affected by the dispute. Should the Landlord fail to continue to perform its responsibilities with regard to all non-disputed work without delay, any additional costs incurred by Tenant or Landlord as a result of such failure to proceed shall be borne by Landlord and Landlord shall make no claim against the Tenant for such costs. If Tenant and Landlord cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute then the following procedure shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Landlord and Tenant within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute shall be submitted to an Indiana court of competent jurisdiction.

24. Modification of Lease
This Lease may be modified at any time upon written agreement signed by Landlord and all necessary signatories of the State of Indiana.


A. No waiver of any condition or covenant of this Lease or failure to exercise a remedy by either Landlord or Tenant shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, or remedy.

B. Landlord and Tenant agree that this Lease and all acts done in compliance with this Lease shall not be deemed to create any relationship between the parties other than the relationship of Landlord and Tenant.

C. This Lease, upon complete execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Lease.

26. Liens

Tenant agrees that it shall not cause any liens to be filed as a result of any work done on its behalf; however, should such a lien be filed, Tenant agrees to discharge such lien within thirty five (35) days of receipt of notice of the lien.

27. Substantial Completion

Any leasehold improvements shall be deemed to be substantially completed only when completion allows for occupancy and full use of premises. Minor punch list items would not be considered a reason for non-occupancy.

28. Hazardous Materials

Landlord, to the best of its knowledge, guarantees that the Leased Premises are in environmentally sound condition at the time of the execution of this Lease. Both Landlord and Tenant agree that they shall not cause, allow, or permit any Hazardous Material to be brought upon, generated, manufactured, stored, handled, disposed of, or used at, on, about, or beneath the Leased Premises or any portion of the Leased Premises.

29. Debarment and Suspension

Landlord certifies, by entering into this Lease, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal or state department or agency. The term “principal” for purposes of this agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Landlord.
30. Compliance with Laws

A. The Landlord agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Lease shall be reviewed by the State and the Landlord to determine whether the provisions of the Lease require formal modification.

B. The Landlord certifies by entering into this Agreement, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Landlord agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Landlord. Additionally, further payments may be withheld, delayed, or denied and/or this Agreement suspended until the Landlord is current in its payments and has submitted proof of such payment to the State.

C. The Landlord warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Landlord agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Agreement.

D. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

E. The Landlord warrants that the Landlord and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so is a material breach of the Lease and grounds for immediate termination of the Agreement and denial of further work with the State.

F. The Landlord hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

G. Landlord agrees that the State may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that State may bar Landlord from leasing with the State in the future, cancel existing leases, withhold payments to setoff such obligations, and withhold further payments until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

31. Cancellation

If the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of this Lease, this Lease shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
32. Conflict of Interest

A. As used in this paragraph:
"Immediate family" means the spouse and the unemancipated children of an individual.
"Interested party," means:
1. The individual executing this Lease;
2. An individual who has an interest of three percent (3%) or more of Landlord, if Landlord is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.
"Department" means the Indiana Department of Administration.
"Commission" means the State Ethics Commission.

B. The Department may cancel this Lease without recourse by Landlord if any interested party is an employee of the State of Indiana.

C. The Department will not exercise its right of cancellation under subparagraph B above if Landlord gives the Department an opinion by the Commission indicating that the existence of this Lease and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this Lease consistent with an opinion of the Commission obtained under this section.

D. Landlord has an affirmative obligation under this Lease to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this subparagraph extends only to those facts that Landlord knows or reasonably could know.

33. Drug-Free Workplace Certification

The Landlord hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Landlord will give written notice to the Tenant and the Department of Administration within ten (10) days after receiving actual notice that Landlord or an employee of the Landlord has been convicted of a criminal drug violation occurring in the Landlord's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of lease payments, termination of this Lease, and/or debarment of leasing opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total lease amount set forth in this Lease is in excess of $25,000.00, Landlord hereby further agrees that this agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all leases with and grants from the State of Indiana in excess of $25,000.00. No award of a lease shall be made, and no lease, purchase order, or agreement, the total amount of which exceeds $25,000.00, shall be valid,
unless and until this certification has been fully executed by the Landlord and made a part of this Lease or agreement as part of the lease documents.

The Landlord certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Landlord’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Landlord’s policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph A above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Landlord of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying in writing the Tenant and the Department of Administration within ten (10) days after receiving notice from an employee under subdivision C (2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision C (2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of sub-paragraphs A through E above.

34. **Nondiscrimination**

A. Pursuant to Indiana Code 22-9-1-10 and the Civil Rights Act of 1964, Landlord and its Sub-Landlords, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Lease, with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, age, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Lease. Acceptance of this Lease also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national
origin, age, sex, disability, or status as a veteran. The Landlord shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250 and 41 CFR 60-741, as amended, which are incorporated herein by reference.

B. The Landlord understands that the Tenant is a recipient of Federal funds. Pursuant to that understanding, the Landlord, and its Sub-Landlords, if any, agree that if the Landlord employs 50 or more employees and does at least $50,000.00 worth of business with the Tenant, and is not exempt, the Landlord will comply with the affirmative action reporting requirements of 41 CFR 60-1.7.

35. Ethics

The Landlord and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seg., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Landlord is not familiar with these ethical requirements, the Landlord should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<http://www.in.gov/ethics>>>. If the Landlord or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Lease immediately upon notice to the Landlord. In addition, the Landlord may be subject to penalties under Indiana Code § 4-2-6-12."

36. Compliance with Telephone Solicitations Act.

As required by IC 5-22-3-7:

(1) the Landlord and any principals of the Landlord certify that (A) the Landlord, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Landlord will not violate the terms of IC 24-4.7 for the duration of the Lease, even if IC 24-4.7 is preempted by federal law.

(2) The Landlord and any principals of the Landlord certify that an affiliate or principal of the Landlord and any agent acting on behalf of the Landlord or on behalf of an affiliate or principal of the Landlord: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Lease, even if IC 24-4.7 is preempted by federal law.

37. Notice

All notices required to be given under this Lease will be made in writing and will be sent by registered, certified, or overnight mail to the parties, as follows:

Landlord: Howard Young & Donald Sare Partnership
300 S. Sare Rd. Office
Bloomington, IN 47401
Tenant: Division of Fish and Wildlife
553 E. Miller Dr.
Bloomington, IN 47401

Copy to: Commissioner, Department of Administration
Indiana Government Center South
402 W. Washington St., Rm. W479
Indianapolis, IN 46204

38. Lobbying Activities

A. Pursuant to 31 U.S.C. S 1352, and any regulations promulgated thereunder, Landlord hereby assures and certifies that no federally appropriated funds have been paid, or will be paid, by or on behalf of Landlord, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal lease, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal lease, grant, loan, or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of congress, or an employee of a member of Congress in connection with this agreement, Landlord shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

39. Cancellation for Convenience

The parties agree that the Tenant may terminate this Lease during the lease term upon sixty (60) days prior written notice to the Landlord. Termination shall occur without penalty to the Tenant.

40. Non-Collusion and Acceptance

The undersigned attests under penalties of perjury that he/she is the Landlord or that he/she is the representative, agent, member, or officer of the Landlord, that he/she has not, nor has any other member, employee, representative, agent, or officer of the Landlord, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Lease other than that which appears upon the face of this Lease.
IN WITNESS to their agreement, the persons signing this lease execute it for the Landlord and Tenant:

For Landlord:
Howard Young & Donald Sare Partnership

[Signature]

Howard Young

Date: 10-7-05

The above named person(s) for the Landlord personally appeared before me, a Notary Public and acknowledged the execution of this lease this 14th day of Oct, 2005.

Tonya L. Newlin
Notary Public

Printed Name

My Commission Expires: Jan, 23, 2013

County of Residence: Monroe

For Tenant:
Department of Natural Resources

[Signature]

Kyle J. Hupfer
Director

Date: 10-5-05

Department of Administration

By: [Signature]
For: Earl A. Goode
Commissioner

Date: 11-7-05

State Budget Agency

By: [Signature]
For: Charles M. Schalliol
Director

11/10/05

Approved as to form and legality:

By: [Signature]
For: Stephen Carter
Attorney General of Indiana

Date: 11/21/05

Prepared By:
Indiana Department of Administration,
Leasing Section
IGCS W479
232-3279

revised 8/05
DESCRIPTION:
A part of the Northeast quarter of the Northwest quarter in Section 5, Township 8 North, Range 1 West, Monroe County, Indiana, bounded and described as follows: Beginning at a point, in 18.35 feet North of Drive, thence running 185 feet North of the said right-of-way, thence running 20 feet to the intersection of the said right-of-way; thence running 61 feet to the N.E. line, thence running 50 feet West to the said right-of-way, thence running 60 feet to the said right-of-way, thence running 65 feet East to the point of beginning.

COVENANTS AND RESTRICTIONS FOR STELLA ANDERSON:
1. No building shall be constructed or used for the following purposes: grocery store, department or discount store, drug store, savings and loan, used merchandise, dairy produce sales, chemical manufacturing, meat, poultry or seafood processing, or motor or motor vehicle service stations.
2. Only one (1) building shall be constructed on Lot 1 and Lot 2 and shall have conventional shingled roof, walls, windows and doors shall be residential in appearance.
3. Only one (1) building shall be constructed on Lot 4. Lot 3 may not be subdivided or more than one (1) building may be constructed thereon if approved by the city of Bloomington.
4. All outdoor storage shall be screened and landscaped so as not to be visible to the public.
5. Existing trees shall be preserved to the extent possible and the open areas shall be planted in grass and landscaped to applicable code requirements.

ENGINEER'S CERTIFICATE:
I, Raymond Graham, hereby certify that I am a professional engineer, licensed in compliance with the laws of the State of Indiana, and that this plat hereby represents a survey performed under my supervision.

We the undersigned, owners of the real estate shown and described herein do hereby lay off, plat and dedicate the same to the public.

Witness our hands and seals this 29th day of July, 1975.

Raymond Graham
M.P.E. 1939 201 S. Senate Ave.
Bloomington, Indiana
June 23, 1975

STATE OF INDIANA
COUNTY OF MONROE

BEFORE ME, the undersigned, a Notary Public in and for the county and the State of Indiana, personally appeared the aforesaid TRUSTEE OF THE FIRST NATIONAL BANK OF DOROTHY G. EVANS and NATHAN L. SILVERSTEIN and severally acknowledged the execution of the foregoing instrument as a voluntary act and deed, for the purposes therein approved.

Witness my hand and seal this 23rd day of July, 1975.

Raymond Graham
NOTARY PUBLIC
EXPIRES APRIL 4, 1980

Under the authority provided by Chapter 134, Act of 1947, enacted by the General Assembly of the State of Indiana and by the ordinance of the common council of the city of Bloomington, Indiana, this plat and waiver of the conditions of the plat, dated this 23rd day of July, 1975, by the city of Bloomington, Indiana, was given and approved by the city planning commission of the city of Bloomington, Indiana, at a meeting held on this 4th day of June, 1975.
Lessor agrees to furnish reasonable and customary cleaning in and about the premises in accordance with the following schedule:

Office to be cleaned five (5) days per week.

Carpet to be vacuumed five (5) days per week.

Hard surface floors to be mopped daily or as needed.

Hard surface floors to be stripped and waxed two (2) times per year.

Windows to be cleaned twice (2) per year.

Wastebaskets to be emptied five (5) days per week.

Restrooms to be cleaned and resupplied each day office is cleaned, or as needed.

Light bulbs and starters installed as needed.

Snow removal for parking areas and walkways, when accumulation reaches two (2) inches.

Treat for ice as needed.

Treat for pest control as needed.

To provide scavenger service two (2) times per week.

All labor and materials for the above mentioned services will be proved by Lessor with no additional cost to the State, including light bulbs, filters, trash bag liners, hand towels, toilet paper, ice control materials, and janitor's cleaning supplies.