



## EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: A70-6-7889		2. Date prepared: 7/11/2006	
<b>3. CONTRACTS &amp; LEASES</b>			
<input type="checkbox"/> Professional/Personal Services		<input type="checkbox"/> Contract for procured Services	
<input type="checkbox"/> Grant		<input type="checkbox"/> Maintenance	
<input checked="" type="checkbox"/> Lease		<input type="checkbox"/> License Agreement	
<input type="checkbox"/> Attorney		<input type="checkbox"/> Amendment# _____	
<input type="checkbox"/> MOU		<input type="checkbox"/> Renewal # _____	
<input type="checkbox"/> QPA _____		<input type="checkbox"/> Other _____	
<b>FISCAL INFORMATION</b>			
4. Account Number: Multiple		5. Account Name: Multiple-Refer to Online	
6. Total amount this action: \$233,027.76		7. New contract total: \$233,027.76	
8. Revenue generated this action: \$0.00		9. Revenue generated total contract: \$0.00	
10. New total amount for each fiscal year : Year 2007 \$ 173,987.76 Year 2009 \$ 19,680.00 Year 2008 \$ 18,840.00 Year 2010 \$ 20,520.00			
<b>TIME PERIOD COVERED IN THIS EDS</b>			
11. From (month, day, year): 6/15/2006		12. To ( month, day, year ): 6/30/2010	
13. Method of source selection: <input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> Special Procurement <input type="checkbox"/> RFP# _____ <input type="checkbox"/> Other (specify) _____			
35. Will the attached document involve data processing or telecommunications systems(s)? <input type="checkbox"/> Yes: IOT or Delegate has signed off on contract			
36. Statutory Authority (Cite applicable Indiana or Federal Codes):			
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) Lease and build out of 2,400 sq. ft. of office space located at 2525 N. Shadeland Avenue, Indianapolis, IN 46219, in Marion County. Landlord is to provide all improvements at tenant expertise (build out, phone, data, furniture) for a one time cost not to exceed \$155,246 from 6330/10100. Sq. Ft Rate of \$7.50 Monthly Amount \$1,5000.00 Annual income \$18,000 Parking spaces 10 spaces on premises.			
38. Justification of vendor selection and determination of price reasonableness: The square footage cost is commercially reasonable for the geographic area. This space is required to relocate 10 staff of a program unit from the main office adjacent space of ISDH's Entomology Program (Vector Control). Shared resources of staff and facilities will improve program functions. Space at main office needed for program expansion of immunization. We request the termination of this space to coincide with all other space			
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)			
40. Agency fiscal officer or representative approval		41. Date Approved	42. Budget agency approval
44. Attorney General's Office approval		45. Date Approved	46. Agency representative receiving from AG
			47. Date Approved

<b>AGENCY INFORMATION</b>	
14. Name of agency: Department of Health	15. Requisition Number:
16. Address: 2 N. Meridian Street  Indianapolis, IN 46204	
<b>AGENCY CONTACT INFORMATION</b>	
17. Name: Bill White	18. Telephone #: 233-7777
19. E-mail address: bwhite@isdh.state.in.us	
<b>COURIER INFORMATION</b>	
20. Name: Sandra or Bea	21. Telephone #: 2-3279
22. E-mail address: smartin@isdh.state.in.us	
<b>VENDOR INFORMATION</b>	
23. Vendor ID # 0000005780	
24. Name: WESTERN SELECT PROPERTIES, L.P	25. Telephone #: 317-357-7000
26. Address: PO BOX 19344 2525 N SHADELAND AVE INDIANAPOLIS, IN 46219	
27. E-mail address: jcrump@norry.com	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. If yes, list the %: Minority: _____ % Women: _____ %
31. Sub Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: _____ % Women: _____ %
33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input type="checkbox"/> Yes <input type="checkbox"/> No

MAR 15 2006

**EXECUTIVE DOCUMENT SUMMARY**

State Form 41221 (R6 / 9-02)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Check EDS against contract data for consistency.
6. Attach additional pages if necessary.

1. EDS Number:

2. Date prepared: March 14, 2006

**3. CONTRACTS & LEASES**

☐ Professional/Personal Services  
☐ Grant  
☒ Lease  
☐ Attorney  
☐ MOU  
☐ QPA  
☐ Equipment Lease  
☐ Lease-to-Own

☐ Contract for Services  
☐ Maintenance  
☐ License Agreement  
☐ Amendment # \_\_\_\_\_  
☐ Renewal # \_\_\_\_\_  
☐ Other (specify) \_\_\_\_\_

**FISCAL INFORMATION**

4. Account Number: 1000/10400 for lease, 6330/101000

5. Account Name: Bd of Hlth, Tobacco Health Programs

6. Total amount this action: \$233,027.76

7. New contract total: \$ 233,027.76

8. Revenue generated this action: -0-

9. Revenue generated total contract: -0-

10. New total amount for each fiscal year:

Year 2007 \$173,987.76 Year 2009 \$ 19,680

Year 2008 \$ 18,840 Year 2010 \$ 20,520

**TIME PERIOD COVERED IN THIS EDS**

11. From (month, day, year): 6/15/06

12. To (month, day, year): 6/30/2010

13. Method of source selection:

☒ Negotiated ☐ RFP # \_\_\_\_\_  
☐ Bid/Quotation ☐ Emergency ☐ Special Procurement  
☐ Other (specify) \_\_\_\_\_

34. Statutory Authority (Cite applicable Indiana or Federal Codes):

35. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)

Lease and build out of 2,400 sq ft of office space located at 2525 N. Shadeland Avenue, Indianapolis, IN, 46219, in Marion County. Landlord is to provide all improvements at tenant expense (build out, phone, data, furniture) for a one time cost not to exceed \$155,246 from 6330/101000.

**Sq Ft Rate of \$7.50 Monthly Amount \$ 1,500.00 Annual amount \$ 18,000****Parking Spaces 10 spaces on premises**

36. Justification of vendor selection and determination of price reasonableness: The square footage cost is commercially reasonable for the geographic area. This space is required to relocate 10 staff of a program unit from the main office to adjacent space of ISDH's Entomology Program (Vector Control). Shared resources of staff and facilities will improve program functions. Space at main office needed for program expansion of immunization. We request the termination of this space to coincide with all other office space leases at the location, 6/30/10.

37. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

**AGENCY INFORMATION**

14. Name of agency: Indiana State Department of Health

15. Requisition Number:

16. Address: 2 North Meridian Street, Indianapolis, IN 46204

**AGENCY CONTACT INFORMATION**

17. Name: Bill White

18. Telephone #: 233-7777

19. E-mail address: bwhite@isdh.state.in.us

**COURIER INFORMATION**

20. Name: After final signatory please return to IDOA Leasing, Sandra 2-3153 or Bea 2-3279

21. Telephone #: 233-7573

22. E-mail address: smartin@isdh.state.in.us

**VENDOR INFORMATION**

23. Taxpayer Identification Number: 35-1717777

24. Name: Western Select Properties, L.P.

25. Telephone #: 317-357-7000

26. Address: 2525 N. Shadeland Avenue  
P.O. Box 19344  
Indianapolis, IN 46219

27. E-mail address: jcrump@norry.com

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) ☒ Yes ☐ No

29. Minority participation?

☐ Yes ☒ No  
 If no, and contract > \$25,000.00, you must include justification in box 34

30. If yes, list percentage:

\_\_\_\_\_ %

31. Is there Renewal Language in the document?

☒ YES

32. Is there a "Termination for Convenience" clause in the document?

YES

☒ NO

33. Will the attached document involve data processing or telecommunications systems(s)? ☐ Yes: ITOC or Delegate has signed off on contract  
☐ Possibly: This issue has been discussed with ITOC or Delegate

**SIGNATURES**

38. Agency fiscal officer or representative approval

39. Date Approved

40. Budget agency approval

41. Date Approved

42. Attorney General's Office approval

43. Date Approved

44. Agency representative receiving from AG

45. Date Approved

Received

MAR 16 2006

IDOA Contracts

**REQUEST TO LEASE SPACE**

State Form 202 ( R5 / 8 - 01)

**Instructions:** Please type or print all information.  
Please include any necessary attachments.  
After signature of your Agency Personnel,  
please forward to the Indiana Department  
of Administration (IDOA), Leasing Section.

Type of request: ☒ New Lease ☐ Re-Negotiation ☐ Renewal ☐ Amendment**A. CURRENT STATUS**

Current date (month, day year): January 13, 2006 Name of requesting agency/division: ISDH/Environmental Epi

Current address (number and street, city, state, ZIP code): 2 North Meridian Street, Indianapolis, IN 4604

Current square footage: ~166,600

Current square foot lease rate: \$14.75

Does this rate include all utilities and services: x ☐ Yes ☐ No

List additional expenses, if any: Operating expenses max of \$1.43 per foot if cap of \$6.75 is exceeded

Current Executive Order 99-04 category:

Current expiration date: 6/30/2014

**B. WHAT ARE YOU REQUESTING?**

Desired square footage (if office space and in excess of 200 square feet per person guideline, attach a copy of a complete space justification formulary. If storage space, explain how you determined the square footage needed.): ISDH requests to relocate its Environmental Epidemiology Program in adjacent space to Entomology. Shared resources of staff and facilities will improve program functions. Space at main office needed for program expansion of Immunization.

Desired term (if in excess of 4 years, attach a written request and justification):

Projected rental rate: \$7,50

Projected annual additional rental costs (utilities, janitorial, operating expenses, etc.): \$18,000- plus minimal passthrough for electric costs

Projected one-time expenses for such items as systems furniture, telephone/data, tenant improvements to be paid for by your agency: \$110,000

Projected move costs: \$1,500

Projected Total cost: \$111,500

Number of parking spaces needed: 10

Projected move date: May 1, 2006

If you have already identified space, please attach an explanation as to how the property was identified, a 203 (Proposal for Leasing Space) with all relevant information including whether it's located in an area covered by Executive Order 99-04.

**C. STAFFING INFORMATION**Number of full-time employees and classifications: See Attached Sheet

Number of part-time employees and classifications: \_\_\_\_\_

Number of any other type of employees working out of your office and their titles: \_\_\_\_\_

**D. APPROVAL**

Agency Budget:

Date (month, day, year):

Agency Leasing:

Date (month, day, year):

IDOA, Leasing:

Date (month, day, year):

## **Environmental Epidemiology/Indoor Air/Rad Health Staff**

### **Section**

- **E5 Director (PCN 10028093)**

### **Environmental: Human Health and Chemical Terrorism**

- **E6 Environmental Epidemiology Supervisor (PCN 10028090)**
- **E7 Environmental Epidemiologist (PCN 10055806)**

### **Indoor Air/Rad Health**

- **E6 Indoor Air/Rad Health Director (PCN 10028678)**
- **E7 Program Director (PCN 10054566)**
- **Health Physicist 1 (PCN 10028679)**
- **Health Physicist 1 (PCN 10028680)**
- **Health Physicist 2 (PCN 10054568)**
- **Industrial Hygienist 2 (PCN 10028681)**
- **Industrial Hygienist 2 (PCN 10028682)**

**PROPOSAL FOR LEASING SPACE**

State Form 203 (R3 / 8-01)

Please print or type all information.  
May use attachments if necessary.

Type of Space:

☒ Office☐ Warehouse☐ Other: \_\_\_\_\_**SECTION 1 – INFORMATION ON THE PROPOSED LANDLORD**

Name of proposed landlord: Western Select Properties

Address (number and street, city, state, ZIP code): 2525 North Shadeland Avenue Indianapolis, IN 46219

Name of Contact Person: Janet Crump

Telephone Number: 357-7000

**SECTION 2 – INFORMATION ABOUT PROPOSED PROPERTY**

Address of proposed property (number and street, city, county, state, ZIP code): 2525 N. Shadeland Avenue, Indianapolis, Marion County, IN 46219

Is the property a multi-tenant or single tenant building? Multi Tenant

Is the property ADA compliant? Yes

What type of construction is the building? Brick Façade—Steel beam and girder construction

Age of the building: 56

Total rentable square feet within the building: 1,500,000

Square feet available for lease: +/- 45,000

**SECTION 3 – PROPOSAL**

Amount of square feet proposed to lease: ~2400

Proposed commencement date: March 15, 2006

Cost per square foot: \$7.50/sq ft tenant pays improvements OR \$18.39 if LL builds out not to exceed \$100,000

**Cost per square foot includes:**Parking: ☒ Yes

If Yes, how many and where located: 10 in common lot

Trash Removal: ☒ Yes ☐ NoUtility usage (i.e.: water, HVAC, electric, gas, sewer): ☐ Yes ☒ No

If No, explain: Electricity is prorated between all tenants

Maintenance, upkeep, and repair of all building structure and systems: ☒ Yes ☐ No

If No, explain:

Janitorial Services: ☒ Yes

If Yes, describe services performed and their frequency: 5 days a week

Additional services and/or charges: ☐ Yes ☐ No

If Yes, explain: Tenant pays pro rata share of increases in operating expenses after the first year of the lease.

Improvements to the property: ☐ Yes ☐ No

Describe the improvements and the amount to be spent on them that are included in the rental rate of this proposal (use an extra sheet of paper if necessary): Office buildout will be at the tenant's expense ~\$100,000 OR amortized into the lease over the term

Historic Building: ☐ Yes ☒ NoIs the building located in one of the following areas: ☒ Yes ☐ No

If Yes, please circle the appropriate one:

1. The central business district of the town or city

3. An urban Enterprise zone

2. A traditional neighborhood commercial district

4. A Brownfield

**I HAVE READ A COPY OF THE STATE'S STANDARD LEASE AND AGREE TO USE THIS DOCUMENT AS IS:**Signature: Janet S. Crump

- SUBJECT TO FULL Date: 1/10/06

EXECUTION OF A LEASE DOCUMENT [Signature]

**State of Indiana  
Office Lease**

This Lease is entered into by and between Western Select Properties, L.P., (hereinafter referred to as "Landlord") and the State of Indiana, acting by and through the Department of Administration, for and on behalf of the Indiana State Department of Health (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 2,400 square feet. The space to be leased is commonly known as Western Select Properties, 2525 N. Shadeland Avenue, in the City of Indianapolis, County of Marion, 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 commencing within five (5) working days after the completion of the leasehold improvements as described in the work letter and floor plan attached as Exhibits "C" and "B" and the completion of all telephone and computer wiring and ending June 30, 2010. The commencement date of the Lease will be confirmed by a letter generated by the Tenant and signed by the Landlord with a copy to the Department of Administration. This letter will become a part of this Lease as Exhibit "D".

**3. Consideration**

- A. The total agreed rent for the entire term of this of this Lease shall not exceed the sum of \$72,741.76, with the first installment of \$741.46 for the period of June 15-June 30, 2006, and forty eight (48) additional monthly installments of \$1,500, which represents an annual square foot amount of \$7.50. Rent shall be paid in **arrears** as described in Section 5.

- B. It is further agreed that the Tenant may be required to pay additional rent under the following circumstances. Landlord is to be responsible to pay the first \$3.00 per square foot, per year of the expenses to operate the Leased Premises. Should the sum of the components of the expenses to operate the Leased Premises exceed \$3.00 per square foot, per year, the Tenant would be responsible to pay the overage does not exceed the following:

Year one:	.00 cents	Year three:	.70 cents
Year two:	.35 cents	Year four:	1.05 cents

Operating expenses shall be defined as the annual aggregate of those expenses incurred by the Landlord for the maintenance of the common areas, for the maintenance, utilities, trash removal, insurance and real estate taxes relating to the demised premises, and for property management, all in accordance with commercially reasonable and sound management accounting principles.

Landlord shall provide verification of actual expenses on an annual basis to Tenant.

- C. Landlord shall provide improvements as listed in Exhibit "C" for office furnishings and equipment, teledata wiring and equipment, access and intrusion system equipment and signage as required in the leased space, not to exceed \$155,246. Tenant shall reimburse Landlord for improvement expenses not to exceed \$155,246 upon invoice(s). All property purchased by the Landlord on behalf of the Tenant becomes the property of the Tenant when the Landlord is reimbursed.
- D. Landlord and Tenant agree that all rents and additional expenses including, but not limited to, operating expenses and leasehold improvements covered under this Lease shall not exceed \$233,027.76.

#### **4. Option to Renew**

- A. Landlord grants to Tenant an option to renew this Lease for an additional term of four (4) year(s). The renewal agreement will be under the same terms and conditions as the existing agreement, with the rental payment not to exceed \$1,700 per month, which represents an annual square foot amount of \$8.50 and an annual total amount of \$20,400. Tenant may exercise the renewal option by submitting in writing to Landlord a notice of renewal, approved by the Department of Administration, at least ninety (90) days prior to the termination date of this Lease.
- B. Landlord and Tenant agree that all rents and additional expenses including, but not limited to, operating expenses covered under this Lease Renewal shall not exceed \$100,080.

## **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:

N/A

## **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 or designee 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 "E" 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; 10 spaces, located on premise;
  - 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 external 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 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 12101 et seq., 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. The Landlord or its insurance agent shall furnish to the Indiana Department of Administration, Leasing Section a copy of such certificate at the time Landlord receives the executed lease from the State.

## **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, provided 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 written 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.

## **25. Miscellaneous Provisions**

- 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 seq. 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: Western Select Properties, L.P.  
2525 N. Shadeland Avenue  
Indianapolis, IN 46219

With Copy to: Jeffrey Abrams  
Dann Pecar Newman and Kleiman  
P.O. Box 82008  
Indianapolis, IN 46282

Tenant: Indiana State Department of Health  
Section 2-A  
2 North Meridian Street  
Indianapolis, IN 46204

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. Non-Collusion and Acceptance**

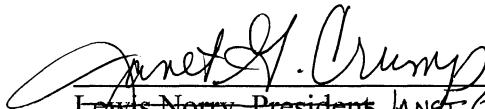
The undersigned attests under penalties of perjury that he/she is the Landlord or that he/she is the representative, agent, member, or officer of the Landlord, that he/she has not, nor has any other member, employee, representative, agent, or officer of the Landlord, directly or indirectly, to the best 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.

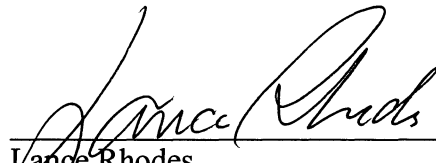
**The remainder of this page left intentionally blank**

IN WITNESS to their agreement, the persons signing this lease execute it for the  
Landlord and Tenant:

**For Landlord:**  
**Western Select Properties, L.P.**


**For Tenant:**  
**Indiana State Department of Health**

  
Lewis Norry, President JANET G. CRUMP  
Western Select Properties, L.P. GENERAL MANAGER  
An Indiana Limited Partnership  
By WSP, Inc., an Indiana Corporation,  
General Partner

  
Lance Rhodes  
Date: 3/14/06


Date: 3/13/06

**Department of Administration**

By:   
For: Earl Goode, Commissioner

Date: 3-21-06

The above named person(s) for the  
Landlord personally appeared before  
me, a Notary Public and acknowledged  
the execution of this lease  
this 13 day of MARCH, 2006.

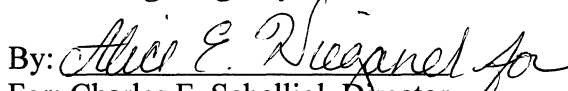
  
Notary Public

MARY SHOBE  
Printed Name

My Commission Expires: 6-11-09

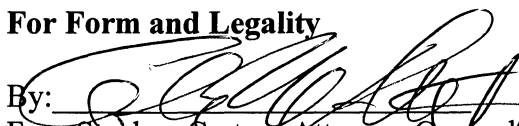
County of Residence: MALION

**State Budget Agency**

By:   
For: Charles E. Schalliol, Director

Date: 3/24/2006

**For Form and Legality**

By:   
For: Stephen Carter, Attorney General  
Office of the Attorney General

Date: 4/5/06

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

revised 8/05

## Exhibit "A"

### Legal Description

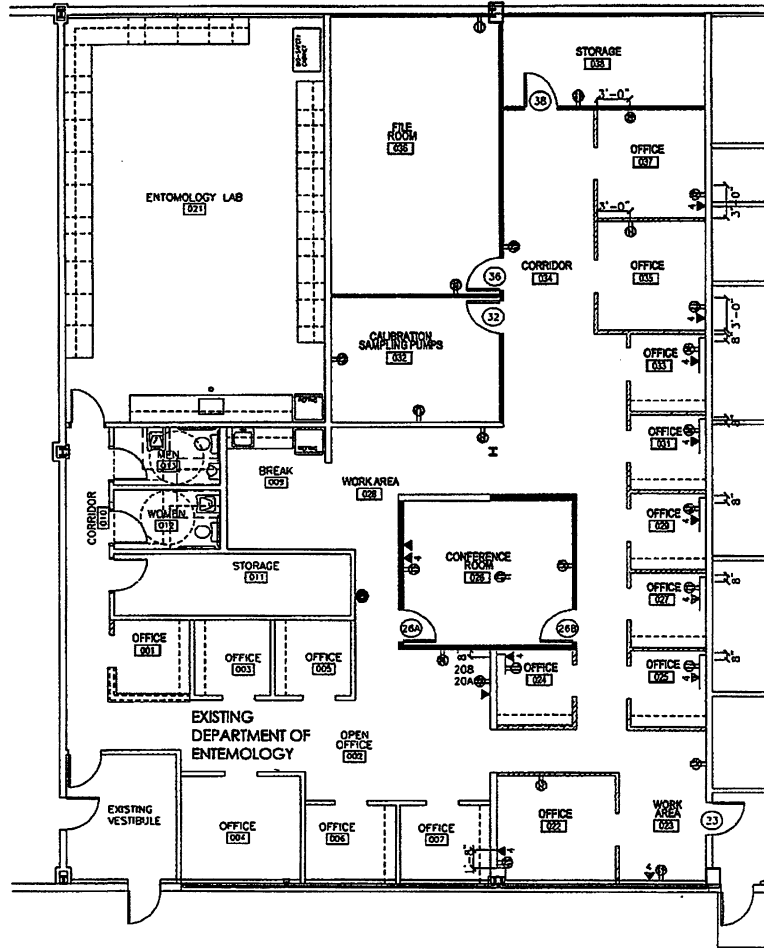
Part of the Southwest Quarter and part of the Northwest Quarter of Section 25, Township 16 North, Range 4 East of the Second Principal Meridian in Marion County, Indiana, being described as follows:

Beginning at a pk nail at the southwest corner of said northwest quarter; thence on an assumed bearing of South 00 degrees 44 minutes 00 seconds East along the west line of the said southwest quarter a distance of 812.93 feet to a pk nail; thence South 80 degrees 27 minutes 31 seconds East a distance of 483.33 feet to a 5/8 inch rebar with a yellow cap marked "Schneider Engr. Corp." at the northeast corner of the tract of land described in a deed to Indy East Hotel Partnership (recorded as Instrument No. 88-60276, Office of the Marion County Recorder); thence South 00 degrees 50 minutes 11 seconds East along the east line of said Indy East tract a distance of 415.00 feet to the southeast corner thereof (rebar 0.2 feet north and 0.2 feet east of corner); thence North 89 degrees 27 minutes 31 seconds West along the south line of said Indy East tract a distance of 200.00 feet to the southwest corner thereof (rebar 0.3 feet North and 0.2 feet East of corner); thence South 82 degrees 39 minutes 31 seconds East a distance of 233.46 feet to a pk nail; thence South 89 degrees 28 minutes 37 seconds East a distance of 652.58 feet to a 5/8 inch rebar with a yellow cap marked "Schneider Engr. Corp." at the point of curvature of a curve having a radius of 265.00 feet, the radius point of which bears North 00 degrees 31 minutes 23 seconds East; thence northeasterly along said curve an arc distance of 341.30 feet to a 5/8 inch rebar with a yellow cap marked "Schneider Engr. Corp." at the point of tangency, said point bearing South 73 degrees 16 minutes 09 seconds East from the radius point; thence North 16 degrees 43 minutes 61 seconds East a distance of 216.55 feet to a 5/8 inch rebar with a yellow cap marked "Schneider Engr. Corp." at the point of curvature of a curve having a radius of 335.00 feet, the radius point of which bears South 73 degrees 16 minutes 09 seconds East; thence northeasterly along said curve an arc distance of 95.77 feet to a 5/8 inch rebar with a yellow cap marked "Schneider Engr. Corp." at the point of tangency, said point bearing North 56 degrees 53 minutes 20 seconds West from the radius point; thence North 33 degrees 06 minutes 40 seconds East a distance of 425.70 feet to a 5/8 inch rebar with a yellow cap marked "Schneider Engr. Corp." at the point of curvature of a curve having a radius of 265.00 feet, the radius point of which bears North 56 degrees 53 minutes 20 seconds West; thence northerly along said curve an arc distance of 142.35 feet to a 5/8 inch rebar with a yellow cap marked "Schneider Engr. Corp." at the point of tangency, said point bearing South 87 degrees 40 minutes 01 seconds East from the radius point; thence North 02 degrees 19 minutes 59 seconds East a distance of 403.66 feet to a 5/8 inch rebar with a yellow cap marked "Schneider Engr. Corp." on the south line of the tract of land described in a deed to Schneider National, Inc. (as described in Instrument No. 89-115180; thence the following seven courses along the south and west lines of said Schneider tract,



South 89 degrees 12 minutes 40 seconds West a distance of 13.93 feet to a 5/8 inch rebar with a yellow cap marked "Schneider Engr. Corp."; thence North 00 degrees 47 minutes 20 seconds West a distance of 113.14 feet to a 5/8 inch rebar with a yellow cap marked "Schneider Engr. Corp."; thence South 89 degrees 12 minutes 40 seconds West a distance of 270.00 feet to a 5/8 inch rebar with a yellow cap marked "Schneider Engr. Corp."; thence North 00 degrees 47 minutes 20 seconds West a distance of 290.00 feet to a 5/8 inch rebar with a yellow cap marked "Schneider Engr. Corp."; thence South 89 degrees 12 minutes 40 seconds West a distance of 906.00 feet to a railroad spike; thence North 00 degrees 47 minutes 20 seconds West a distance of 472.88 feet to a 5/8 inch rebar with a yellow cap marked "Schneider Engr. Corp." on the south right of way line of the Conrail Railroad; thence South 76 degrees 11 minutes 20 seconds West along said south right of way line a distance of 580.68 feet to the west line of the aforesaid northwest quarter of Section 23; thence South 00 degrees 47 minutes 00 seconds East along said west line a distance of 1,031.80 feet to the Point of Beginning.

FILE - P:\PROJECTS\2006-032 ISDH ENVIRONMENTAL EPIDEMIOLOGY\06032 AFP.DWG



**NOT FOR CONSTRUCTION**

\*CONTRACTOR TO FIELD VERIFY EXISTING  
CONDITIONS PRIOR TO PRICING THIS PLAN

**schott** design  
planning ■ defining ■ creating

**ENVIRONMENTAL EPIDEMIOLOGY**  
INDIANAPOLIS, INDIANA  
**2525 N. SHADELAND**

JOB NO.: 2006-032

PROJECT MANAGER: JLB

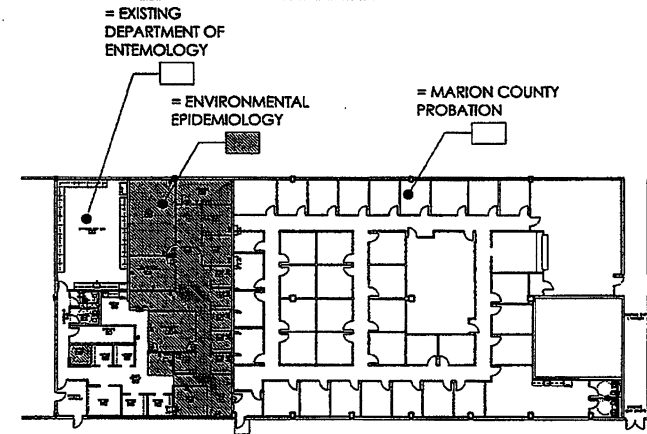
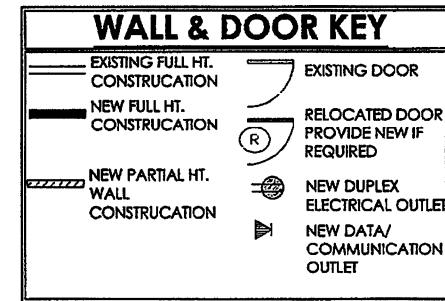
DRAWN BY: JLB

DATE: 3/8/06

REVISION ▲

7128 waldemar drive ■ indianapolis, indiana 46268 ■ p: 317.387.1700 ■ f: 317.387.1770 ■ www.schotttdesign.com

LEASING CONTACT  
**WESTERN SELECT PROPERTIES**  
JANET CRUMP  
357-7000



**KEY PLAN**

NOT TO SCALE

**1ST FLOOR PLAN**   
SCALE: NOT TO SCALE  
\*ALL DIMENSIONS ARE APPROXIMATE.

Exhibit "C"  
**Work Letter**  
Tenant Interior Build-out Specifications

**MILLWORK**

Provide Break room plastic laminate counter with redi made base and wall cabinets. Length & location of cabinetry to be designated by tenant. Refer to plans provided by Schott Design, Inc. (SDI).

Provide Coat shelves and metal rods as located on the drawing. Length & location of shelving to be designated by tenant. Refer to plans provided by SDI.

Provide lab cabinetry, sink, chemical resistant laminate countertop and biosafety cabinet level 2 and an eyewash/drench hose to be designated by tenant. Refer to plans provided by SDI.

**DOORS**

New interior doors to be prefinished stained 3'-0" x 7'-0" x 1 3/4" solid core birch doors. Frames to be prefinished knock down frames similar to Timely or Redi frames. Provide a lock on all entry & storage room doors. All doors to have new lever handle hardware (Schlage AL series or equal) and 3 hinges. Computer room to have dead bolt lock. Keying of locks to be coordinated with the tenant. Number & location of doors to be designated by tenant. Refer to plans provided by SDI.

**WINDOWS**

All existing windows to be cleaned, inside and out. Mini blinds or equivalent building standard window coverings to be provided on all windows.

**FINISHES**

Walls to be 3 5/8" metal studs at 16 "on center, with 5/8" drywall each side. Walls to extend to the underside of ceiling grid. Provide insulation in all Conference Rooms & Restroom walls, perimeter walls of leased space and 2'-0" each side of those walls above ceiling. Extend restroom walls up to deck. Extend demising walls up to deck (unless return air plenum).

Provide new 2 x 4 suspended 15/16" ceiling grid & 2 x 4 acoustical square edge lay-in tiles (Armstrong Cortega or equal) , at +8'-6" minimum ceiling height.

Carpet: All areas except those noted below.

J & J Commercial, Counterpart, or approved equal.

Minimum specifications: 26 oz., 100% nylon (J&J Encore SD Ultima),

1/10 gauge, .124 inch finished pile thickness, 7,548 density, &

Fluorochemical Treatment. Carpet must meet Class 1 Standards on all Physical Testings for Flammability, Smoke, Static Generation, & ADA Compliance.

VCT: Break Room, Storage Rooms, & other areas specified for VCT:  
Mannington Commercial, Essentials, 12"x12" tiles, or approved equal.

Ceramic Floor Tile: Restrooms to have 8"x8" porcelain paver floor tile.

Vinyl Base: 4" Johnsonite or V.P.I., coved, 120 linear feet roll goods, or approved equal.

Paint all walls with 2 coats of eggshell latex paint.

#### FIRE PROTECTION

Provide Fire sprinkler system through out the entire space with the system in the computer room (where applicable) to be a preaction type.

#### INTRUSION/ACCESS SYSTEM

Provide Intrusion/Access system through out the entire space to Tenant's specifications and have system be compatible with the Weights and Measures Laboratory, currently at that location.

#### PLUMBING

Provide a Break room stainless steel sink with hot & cold water.

Provide all restroom fixtures, and drinking fountains, to comply with ADA, in numbers meeting current building codes.

#### HVAC

Provide heating & cooling system to condition the space to the following criteria:

Summer: Cool to 75 degrees with design condition of 92 degrees dry bulb/ 76 degrees wet bulb

Winter: Heat to a minimum of 70 degrees with a design condition of 0 degrees outside air temperature.

Fresh air to be provided based upon the proposed number occupants at 20 cfm of outside air per person at the density of 1 person per 200 RSF.

There will not be any humidification nor special dehumidification.

#### ELECTRIC

Provide new 2 x 4 fluorescent light fixtures, with prismatic or parabolic lenses, T-8 lamps. Provide 1 light per every 75 square feet. Provide one light switch per each individual room, and one switch in open areas per each bank of 25 lights. Light level at 50 foot candles at desktop. Refer to plans provided by SDI for suggested location of light fixtures. Any deviations taken from that plan by the electrician are subject to final approval from the tenant & SDI.

Provide life safety horn/strobes/alarm system as required by building code.

Provide Exit signs and emergency lighting as required by building code.

Work stations: Power connection to panel system with a capacity of 1 circuit per 3 work stations and empty conduit with a capacity for 4 data/comm. cables per work station.

Stations to be powered off of a wall or column where applicable, floor boxes if in the center of an open area; no power poles unless with Tenants prior written approval.

Medium Offices: (up to 150 sq. ft.) 2 standard electrical duplex outlets & 1 empty box for data/comm. cables.

Large Offices: (over 150 sq. ft.) 3 standard electrical duplex outlets & 1 empty box for data/comm. cables.

Lg. Conference Rm. (over 500 sq. ft.) 8 standard electrical duplex outlets and, 4 empty boxes for data/comm. cables.

Other Conferences: 3 standard electrical duplex outlets & 1 empty box for data/comm. cables.

Provide power and an empty box for data/comm. cable to each copier, printer, and fax machine.

Reception area: 4 standard duplex elec, 1 data/comm.

General Purpose: Provide convenience and cleaning outlets to be able to reach using a maximum of a 50' appliance cord.

Refer to plans provided by SDI for exact locations of all electrical & data outlet devices.

All cable & wiring for telephones & computers is excluded or performed by Landlord per Tenant's specifications and reimbursed by Tenant to Landlord. Contractor shall be responsible for providing the empty data box & pullstring only.

- Exterior signage will be at the Landlord's expense. Interior signage shall be at the Tenant's specifications and reimbursed by Tenant to Landlord.

## **Electrical and Grounding Requirements**

### **Data Communications Rack Power Requirement- If applicable**

The data communications rack requires a dedicated circuit. The circuit must be 110 vac supplied on a 20 amp breaker. The single gang outlet must be installed approximately 12 inches from the floor and no further than 5 feet from the present or future equipment rack (wall mount or floor mount). Communications Room drawing will display location of installation.

### **Data Communications Rack Grounding Requirements- If applicable**

The data communications rack requires a #6 copper solid or stranded grounding wire with a green sheath. The wire must be continuous length (no splices). The wire must be connected to the grounding bus bar of the nearest power panel. Verify the grounding bus of the power panel is grounded to the Multi Ground Neutral. The Multi Ground Neutral must be connected to the driven grounding electrode at the service entrance. Mount a busbar (GB10) to the communications backboard and attach the #6 ground wire. If the communications backboard is not in place leave a sufficient amount of wire coiled in a service loop with the GB10 attached. Provide approximately 20 feet of the #6 ground wire for the communications installers to ground the data communications rack, telephone system, and communications cable lightning protectors to the ground busbar. .

### **Telephone System Power Requirements- If applicable**

The telephone system requires a dedicated circuit. The circuit must be 110 vac supplied on a 20 amp breaker. The single gang outlet must be installed approximately 12 inches from the floor and no further than 3 feet from the future telephone system (wall mount). Communications Room drawing will display location of installation.

### **Telephone System Grounding Requirements- If applicable**

(See Data Communications Rack Grounding Requirements above.)

### **Fileserver Power Requirements – If applicable**

The fileserver requires a dedicated circuit. The circuit must be 110 vac supplied on a 20 amp breaker. The single gang outlet must be installed approximately 12 inches from the floor and no further than 3 feet from the future fileserver location.

### **Room Dimensions - If applicable**

For most county sites, a room 8 feet by 10 feet should be sufficient.

**Physical environment- If applicable**

The computer room/communication's room environment must match the office environment for the staff. Sufficient air conditioning, heating, and airflow must be provided to maintain this environment. DTS FSSA recommends running the Netfinity servers in temperatures from 70-80 degrees F. The heat output for the Netfinity Admin Server, & UPS together is around 2200 BTU.

Revised 6/2004

Exhibit "D"

**Letter of Confirmation**

This Letter of Confirmation is to be attached to the Lease between Western Select Properties, L.P. (Landlord) and the Indiana State Department of Health (Tenant). This Letter complies with Section 2 of the Lease which states that Landlord and Tenant shall confirm the commencement and expiration dates of the Lease for 2,400 square feet located at 2525 North Shadeland Avenue, in the County of Marion, City of Indianapolis, State of Indiana, by signing a Letter of Confirmation, generated by the Tenant, which shall then become an attachment to the Lease. Therefore, it is agreed by the Landlord and Tenant that the Lease commenced on \_\_\_\_\_ and will expire on June 30, 2010. It is further agreed that the rent shall not exceed \$1,500.00 monthly, which represents \$7.50 per square foot annually.

Landlord:

Tenant

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

revised 8/04



## Exhibit "E"

### **Janitorial Exhibit**

Landlord 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.
- ◆ Carpets to be shampooed 2 times per year.
- ◆ Wastebaskets to be emptied five (5) days per week.
- ◆ Restrooms to be cleaned and re-supplied five (5) days per week, or as needed.
- ◆ Hard surface floors to be mopped three (3) times per week.
- ◆ Hard surface floors to be stripped and waxed two (3) times per year.
- ◆ Windows to be cleaned two (2) times per year, inside and out.
- ◆ Light bulbs and starters installed as needed.
- ◆ Treat for pest control as needed.
- ◆ To provide trash removal (scavenger service) as needed.
- ◆ Treat for ice as needed.

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

Revised 8/05

**PROPOSAL FOR LEASING SPACE**

State Form 203 (R3 / 8-01)

Please print or type all information.  
May use attachments if necessary.

Type of Space:

☒ Office☐ Warehouse☐ Other: \_\_\_\_\_**SECTION 1 – INFORMATION ON THE PROPOSED LANDLORD**

Name of proposed landlord: Western Select Properties

Address (number and street, city, state, ZIP code): 2525 North Shadeland Avenue Indianapolis, IN 46219

Name of Contact Person: Janet Crump

Telephone Number: 357-7000

**SECTION 2 – INFORMATION ABOUT PROPOSED PROPERTY**

Address of proposed property (number and street, city, county, state, ZIP code): 2525 N. Shadeland Avenue, Indianapolis, Marion County, IN 46219

Is the property a multi-tenant or single tenant building? Multi Tenant

Is the property ADA compliant? Yes

What type of construction is the building? Brick Façade—Steel beam and girder construction

Age of the building: 56

Total rentable square feet within the building: 1,500,000

Square feet available for lease: +/- 45,000

**SECTION 3 – PROPOSAL**

Amount of square feet proposed to lease: ~2400

Proposed commencement date: March 15, 2006

Cost per square foot: \$7.50/sq ft tenant pays improvements OR \$18.39 if LL builds out not to exceed \$100,000

**Cost per square foot includes:**Parking: ☒ Yes

If Yes, how many and where located: 10 in common lot

Trash Removal: ☒ Yes ☐ NoUtility usage (i.e.: water, HVAC, electric, gas, sewer): ☐ Yes ☒ No

If No, explain: Electricity is prorated between all tenants

Maintenance, upkeep, and repair of all building structure and systems: ☒ Yes ☐ No

If No, explain:

Janitorial Services: ☒ Yes

If Yes, describe services performed and their frequency: 5 days a week

Additional services and/or charges: ☐ Yes ☐ No

If Yes, explain: Tenant pays pro rata share of increases in operating expenses after the first year of the lease.

Improvements to the property: ☐ Yes ☐ No

Describe the improvements and the amount to be spent on them that are included in the rental rate of this proposal (use an extra sheet of paper if necessary): Office buildout will be at the tenant's expense ~\$100,000 OR amortized into the lease over the term

Historic Building: ☐ Yes ☒ NoIs the building located in one of the following areas: ☒ Yes ☐ No

If Yes, please circle the appropriate one:

1. The central business district of the town or city

3. An urban Enterprise zone

2. A traditional neighborhood commercial district

4. A Brownfield

**I HAVE READ A COPY OF THE STATE'S STANDARD LEASE AND AGREE TO USE THIS DOCUMENT AS IS:**Signature: Janet S. Crump

- SUBJECT TO FULL

Date: 1/10/06

EXECUTION OF A LEASE DOCUMENT

## Environmental Epidemiology/Indoor Air/Rad Health Staff

### Section

- E5 Director (PCN 10028093)

### Environmental: Human Health and Chemical Terrorism

- E6 Environmental Epidemiology Supervisor (PCN 10028090)
- E7 Environmental Epidemiologist (PCN 10055806)

### Indoor Air/Rad Health

- E6 Indoor Air/Rad Health Director (PCN 10028678)
- E7 Program Director (PCN 10054566)
- Health Physicist 1 (PCN 10028679)
- Health Physicist 1 (PCN 10028680)
- Health Physicist 2 (PCN 10054568)
- Industrial Hygienist 2 (PCN 10028681)
- Industrial Hygienist 2 (PCN 10028682)