

## HISTORIC OLD FORT WAYNE LICENSE AGREEMENT

This Historic Old Fort Wayne License Agreement ("Agreement") by and between the **Board of Park Commissioners of the City of Fort Wayne** ("Owner") and **Historic Fort Wayne, Inc.**, an Indiana non-profit corporation ("HFW"), is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the "*Effective Date*").

**WHEREAS**, HFW desires to combine the promotion of historical education with an increase in public interest in certain improved real estate owned by the Owner on Spy Run Avenue in the City of Fort Wayne, Indiana and commonly referred to as the Historic Old Fort Wayne ("Premises"); and

**WHEREAS**, HFW desires to maintain and preserve the Premises as a unique community asset that serves as a historically accurate venue for HFW's programs and activities; and

**WHEREAS**, the Owner is willing to grant HFW an exclusive, revocable license to conduct such programs, events, and activities in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. **ORGANIZATIONAL STATUS:** Concurrently with the execution of this Agreement, HFW will provide the Owner with a copy of HFW's organizational documents and documentation of HFW's I.R.S. Code Sec. 501(c) 3 tax-exempt status. HFW shall also provide the Owner during the Term (as hereinafter defined) with

documentation that evidences any change to HFW's organizational or tax-exempt status.

2. **GRANT OF LICENSE:** Subject to the rights retained by the Owner to use the Premises as provided in Section 12 hereof, the Owner grants to HFW an exclusive, revocable license to use the Premises to promote historical education and increase public interest in the Premises by conducting programs, events and activities which relate to the Historic Old Fort and its pioneer community (the "Approved Use").

3. **UTILITIES:** HFW will pay all utilities and other charges assessed against the Premises commencing with the first billing cycle following the one-year anniversary of the Effective Date. HFW will initiate contact with all utility services to arrange for the transfer of billing to HFW in advance of HFW's first utility payment date.

4. **SECURITY:** HFW will provide intrusion and fire security for all improvements located on the Premises, which security shall be acceptable to the Owner.

5. **RIVERGREENWAY:** In no event shall the occupancy, management, operation, or use of the Premises by HFW obstruct or restrict the RiverGreenway in any manner or impede pedestrians from using the RiverGreenway.

6. **MOWING:** The owner will mow the grounds of the Premises consistent with the Owner's past practices. Should HFW desire expanded or more frequent mowing, HFW may mow the grounds at its cost, provided that such mowing does not result in damage to the Premises.

**7. MAINTENANCE, REPAIR, AND REPLACEMENT:** HFW shall maintain the Premises and the improvements located thereon in a good and sanitary condition and repair and shall make such repairs, renovations and replacements to the Premises as the Owner shall reasonably determine, all at HFW's expense and in accordance with Owner's specifications and all applicable federal, state, and local requirements. The Owner's prior written approval shall be required for all major repairs, renovations, and replacements performed hereunder by HFW.

**8. INSURANCE:**

**A. DEDUCTIBLE:** All improvements located within the Premises are situated in the flood plain. There is no peril insurance to cover flood damage. A deductible in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) is applicable for all other casualties. HFW will provide an umbrella policy to cover the deductible on the Owner's coverage for all such other casualties. The Owner will notify HFW of any change in such deductible and HFW will adjust its umbrella policy coverage accordingly. The Owner will be named as the insured on HFW's umbrella policy which shall provide the Owner with thirty (30) days prior written notice in the event of cancellation or non-renewal for any reason.

**B. PERSONAL PROPERTY AND GENERAL LIABILITY INSURANCE:**

HFW will maintain the personal property and general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate which insurance shall name the Owner as an additional

insured thereon and shall provide the Owner with thirty (30) days prior written notice in the event of cancellation or non-renewal for any reason. Any third party permitted to use the Premises for an event or program shall be required to maintain the foregoing personal property and general liability coverage for such event or program.

**C. CERTIFICATES OF INSURANCE:** HFW will provide the Owner annually during the Term (or more frequently as reasonably requested by the Owner) with certificates of insurance confirming HFW's compliance with all of the insurance coverage obligations hereunder by HFW and any third party permitted to use the Premises.

**D. COVERAGE AND WAIVERS:** HFW shall provide the Owner with evidence of appropriate insurance coverage. HFW shall maintain copies of current liability waivers and releases for all individuals participating in the events, programs, and activities described herein or contemplated hereunder, including but not limited to the firing of Cannons and replica weapons on the Premises, for twelve (12) months following the completion of each such event.

**E. RELEASE AND INDEMNITY:** HFW hereby forever releases the Owner from any and all liability, loss, damage, cost, or expense of any kind or nature (including attorneys' fees), both known and unknown, and whether now existing or hereinafter arising, which is in any way associated with HFW's occupancy, management, possession, control, operation and use of the Premises. HFW shall indemnify and hold the Owner, its commissioners, officers, employees, representatives, and authorized agents harmless from

and against any and all claims, demands, liabilities, costs, and expenses of every kind and nature (including legal costs and reasonable attorney's fees) which arise directly or indirectly or are in any way associated with the occupancy, control, possession, management, operation and use of the Premises by HFW and any third party permitted by HFW to use the Premises for any reason, including but not limited to the firing of the Cannons and other replica firing weapons. The covenants of release and indemnity made by HFW in this Paragraph 7. F. shall survive the expiration or earlier termination of this Agreement for any reason.

9. **FINANCIAL GOALS:** A specified target of Thirty-Five Thousand dollars (\$35,000) shall be raised by HFW each year during the Term shall be raised by HFW in capital or cash-on-hand from donations or grants. If the Agreement is renewed, financial targets for the Renewal Term (as hereinafter defined) will be mutually agreed upon in advance by the Owner and HFW. In-kind donations may not exceed seventy-five percent (75%) of the annual targeted goal. Volunteer hours shall be counted toward the financial goal but will not exceed twenty-five percent (25%) of the total goal. Each volunteer hour will be calculated at the then-current Indiana minimum wage. Within forty-five (45) days following the expiration of each twelve (12) month period during the Term, HFW will provide the City of Fort Wayne Parks and Recreation Department with a report detailing capital funds raised, funds spent, and in-kind services provided during the previous twelve (12) month period.

10. **ANNUAL PROFIT AND LOSS STATEMENTS:** HFW will annually, or more frequently upon the Owner's request, provide the

Owner with a profit and loss statement prepared by HFW's certified public accountant.

11. **PROGRAMS, FEES, AND CHARGES:** All programs, activities, rental fees, and charges that HFW intends to implement for each twelve (12) month period during the Term shall be submitted to the Owner annually in advance and shall be subject to Owner's prior written approval.

12. **PUBLIC EVENTS:** All events, programs and activities occurring on or about the Premises shall be open to the public unless prior written approval from the Owner is obtained. Owner shall have the right to schedule events or programs which utilize the Premises provided such events and programs do not conflict with events or programs previously scheduled by HFW and approved by Owner. In addition, HFW will use its best efforts to work with third parties permitted to use the Premises to ensure that such parties observe all applicable safety procedures in connection with their use of the Premises. All events and programs conducted or sponsored by HFW or any approved third party which utilizes black powder in replica firearms and or cannons shall have such equipment inspected by a qualified safety officer in advance of such event or program.

13. **ALCOHOL:** Any use of alcohol by HFW on or about the Premises shall be in accordance with the "Fort Wayne Parks and Recreation Special Use Policy" and all modifications thereof and amendments thereto.

14. **SIGNAGE:** All permanent and sponsor signage signs proposed by HFW for use on the Premises must be approved in advance by the Owner.

15. **CANNONS:** HFW represents that the use of the original cannon located on the Premises and the 19<sup>th</sup>-century reproduction cannon with attachments and equipment donated by Lincoln Financial Foundation (together, the "Cannons") and other firing replica weapons are essential to the effectiveness of certain events, programs and activities conducted by HFW on the Premises. HFW has provided the Owner with all applicable documentation, certifications, and permits supporting the use of the Cannons by HFW. The Cannons are the property of the Owner and shall not be removed from the Premises under any circumstances without the Owner's prior written approval. HFW may use and fire the Cannons on the Premises as part of its programs and events, subject in each instance to the prior written approval by the Owner. The Cannons will be fired only by persons under HFW's direct supervision and control who are in good standing with and hold current certifications from the National Muzzle Loading Rifle Association and who have submitted liability waivers and releases. In no event shall the Cannons be fired by any third party permitted to use the Premises hereunder. HFW shall annually clean oil, maintain and service the Cannons during the Term and Renewal Term in accordance with all applicable standards of care and as otherwise directed by the Owner.

16. **TERM:** The exclusive, revocable license to use the Premises for the Approved Use upon the conditions set forth herein shall commence upon the Effective Date and shall continue thereafter for a period of sixty (60) consecutive months to 2027 (the "Term"). Provided HFW is not then in default hereunder, the License is renewable for an additional five (5) year term (the "Renewal Term")

upon written consent of the parties. HFW and Owner will meet annually during the Term and Renewal Term to review and evaluate any issues which have arisen during the prior twelve (12) months of the Term or Renewal Term.

**17. NON-ASSIGNMENT:** HFW shall not: (a) sublet all or any portion of the Premises; (b) assign any rights or obligations granted to or assumed by HFW under this Agreement, or (c) permit the use of the Premises by a third party for any reason without the prior written consent of Owner.

**18. CANCELLATION.** This Agreement may be canceled and the License granted herein extinguished with or without cause upon thirty (30) days written notice by either Owner or HFW to the non-terminating party.

Dated: \_\_\_\_\_, but effective as of the Effective Date.

**BOARD OF PARK COMMISSIONERS  
OF THE CITY OF FORT WAYNE**

**HISTORIC FORT WAYNE INC.**

\_\_\_\_\_  
**William Zielke, Board President**

BY: \_\_\_\_\_  
**Norm Gable**  
ITS: **President**

\_\_\_\_\_  
**Justin Shurley, Vice President**

BY: \_\_\_\_\_  
**Thomas Grant**  
ITS: **Treasurer**

\_\_\_\_\_  
**Richard Briley, Commissioner**

\_\_\_\_\_  
**Corey Miller, Commissioner**

\_\_\_\_\_  
**Steve McDaniel, Director/Board Secretary**



## REAL ESTATE LEASE

THIS REAL ESTATE LEASE ("Lease") was made and entered into as of September 20, 2022 (the "Effective Date") between the **Board of Park Commissioners of the City of Fort Wayne** ("LESSOR") and **Lutheran Homes, Inc. d/b/a Lutheran Life Villages**. An Indiana non-profit corporation ("LESSEE").

### WITNESSETH:

LESSOR, in consideration of the agreements and covenants herein, contained, does hereby lease to LESSEE a portion of the following described real estate in the City of Fort Wayne, County of Allen, and the State of Indiana, to-wit:

#### I. DESCRIPTION OF PROPERTY

The property leased is Room Numbers 203, 204, 206, and 207 on the second floor of the Fort Wayne Parks and Recreation Department Community Center located at 233 West Main Street, Fort Wayne, Indiana 46802 (the "Building") containing approximately four hundred forty-one and thirty-eight one-hundredths (441.38) square feet (the "Premises"). A description of the Premises is contained in Schedule "A" attached hereto and made a part hereof.

The real estate on which the Building is located is legally described as follows:

Part of Lot 5 in HANNA'S PLAT "C", said lot being in the Northwest Fractional one-quarter of Section 36, Township 31 North, Range 12 East, Allen County, Indiana as recorded in Deed Record 45, page 22, in the Office of the Recorder of Allen County, in particular, described as follows to-wit:

Lots 523-527 Block 20 in Ewing's Addition, plus Lots 529-533 in Hanna's Addition to the City of Fort Wayne (the "Real Estate").

#### II. TERM OF LEASE;

The Lease shall be for a term of five (5) years commencing on the Effective Date and expiring on September 19, 2027 (the "Lease Term"), subject to the right of either LESSOR or LESSEE to

terminate this Lease at the expiration of any twelve (12) month period during the Lease Term upon written notice to the non-terminating party given not less than sixty (60) calendar days prior to the expiration of such twelve (12) month period.

### **III. RENTAL PAYMENTS**

All sums due from LESSEE hereunder shall be payable to LESSOR at the Department of Parks and Recreation, 705 East State Boulevard, Fort Wayne, Indiana 46805. Rental to be paid by LESSEE shall be in the total amount of \$24,446.20, payable in equal monthly installments of \$409.24 commencing on the Effective Date and on the twentieth (20) day of each consecutive month thereafter during the Lease Term.

### **IV. USE OF PREMISES**

LESSEE covenants that the Premises shall be used for the management and administration of LESSEE'S "Foster Grandparent Program" and for no other purpose without LESSOR'S prior written consent.

### **V. USE OF PARKING AREA**

LESSEE shall have the non-exclusive use of the parking area which serves the Building except those parking areas that are designated as "reserved" by LESSOR.

### **VI. CONDITION OF PREMISES**

LESSEE has examined the Premises prior to executing this Lease and accepts the Premises in "as is where is" condition. LESSEE acknowledges that LESSOR has made no representation or warranty to LESSEE regarding either the condition of the Premises or LESSOR'S willingness to make any structural or cosmetic changes to the Premises prior to or during the Lease Term.

### **VII. LESSOR TO MAINTAIN BUILDING**

LESSOR shall maintain in good condition and repair the roof, foundation, and other structural components of the Building, together with the Building's HVAC, electrical, mechanical, fire protection,

and plumbing systems, driveways, sidewalks, and parking lots serving the Building, except such maintenance or repairs as are required by the acts of LESSEE, its employees, agents or invitees. LESSOR shall maintain and repair the interior of the Premises including carpet replacement and painting unless such maintenance or repairs are required by the acts of LESSEE, its employees, agents, or invitees. LESSOR shall pay for the normal electricity, heat, water, and sewage charges attributable to the Premises. LESSOR shall provide normal and customary housekeeping services of the Premises. LESSEE shall provide its own computer hardware, software and service provider, all at LESSEE's cost.

### VIII. GENERAL COVENANTS OF LESSEE

1. LESSEE will not permit any waste or misuse of the Premises.
2. LESSEE will not use or occupy the Premises for any unlawful purpose and will not permit the use of the Premises to violate any law, rule, or regulation of any government authority.
3. LESSEE will make no structural alterations or additions in or to the Premises without the prior written consent of LESSOR. Without the prior written consent of LESSOR, LESSEE will neither hang nor place any signs, pictures, advertisements, or other items on the walls of the Premises or the Building (whether temporary or permanent in nature) nor paint or otherwise redecorate the Premises.
4. LESSEE will permit LESSOR and its authorized agents to enter upon the Premises at all reasonable times, upon reasonable notice to LESSEE, to examine the condition thereof, to make necessary repairs, and to exhibit the Premises to prospective tenants; provided that no notice to LESSEE shall be required in the event of an emergency.
5. LESSEE agrees to obtain comprehensive and public liability insurance for the Premises during the Lease Term in the amounts of \$300,000 for property damage, \$1,000,000 for injury or death of one (1) person or for any one (1) occurrence, and \$1,000,000 general aggregate limit. Such insurance shall name LESSOR as an additional insured thereon and shall provide thirty (30) days prior written notice to LESSOR in the event of cancellation or non-renewal of such insurance for any reason. LESSEE shall annually provide LESSOR during the Lease Term with a Certificate of Insurance evidencing that the foregoing insurance coverage has been issued for the following twelve (12) months.
6. LESSEE shall carry all required workman's compensation insurance for its employees.
7. LESSEE shall not permit any mechanic's lien, material man's lien, or other lien attachment or notice of lien or attachment to be filed against the Building or the Real Estate. LESSEE agrees that no lien or notice of a lien shall in any event or circumstance whatsoever, attach to, or be claimed or filed against the Building or the Real Estate. In the event LESSEE shall fail to obtain the release of any such lien or attachment within thirty (30) days of filing, LESSEE shall indemnify, save and hold harmless LESSOR from any expenses incurred by LESSOR in obtaining the release of any such lien or attachment, including attorneys' fees.
8. LESSEE shall participate in all fire evacuation plans and exercises conducted for the Building.

## **IX. GENERAL COVENANTS OF LESSOR**

1. So long as LESSEE is not in default hereunder, LESSOR grants LESSEE the right to peaceably and quietly hold, occupy and enjoy the Premises during the Lease Term.
2. LESSEE may not alter or remodel the interior of the Premises without the prior written consent of LESSOR.
3. LESSOR shall pay all real estate taxes, assessments, and other charges levied or imposed by the lawful authority against, upon, or with respect to the Building.
4. LESSOR will pay for the lawn and grounds maintenance for the Building, including parking areas, exterior lighting, sidewalks, and driveways.
5. LESSOR will provide snow and ice removal for sidewalks and parking lots for the Building.

## **X. USE OF MEETING ROOMS**

Except as set forth below, LESSEE may, upon request, use additional meeting rooms in the Building without charge, when and as available as determined by the Building Manager. LESSEE agrees that in consideration for the use of such meeting rooms, LESSEE will set up the rooms and break down and clean such meeting rooms after use. LESSEE's use of such meeting rooms shall not disturb or interfere in any manner with scheduled programs then occurring in the Building. LESSEE may use the meeting rooms for a maximum of two (2) hours unless an additional use is permitted by the Building Manager with the consent of the Building Manager. LESSEE may use the Multi-Purpose room for groups of thirty (30) or more at the rate of Fifty and 00/100 Dollars (\$50.00) per event, for a maximum of four (4) hours or such other time periods approved by the Building Manager.

## **XI. ACCESS TO PREMISES**

LESSEE acknowledges and agrees that access to the Premises will be limited to the hours that the Building is open to the public, as established solely by LESSOR. Any additional use of the Premises by LESSEE shall be at LESSOR's discretion and in accordance with any procedures established by LESSOR. One key to the Leased Premises will be provided to Lessee for its use and will be returned to LESSOR upon expiration of or earlier termination of the Lease Term.

## **XII. ASSIGNMENT AND SUBLETTING**

LESSEE shall not assign this Lease or sublet the Leased Premises or any portion thereof without the prior written consent of LESSOR

### **XIII. DEFAULT**

LESSOR shall give LESSEE written notice of any default by LESSEE in the payment of rent or the performance of any other obligations to be kept or performed by LESSEE and if such default continues for a period of thirty (30) days after receipt by LESSEE of a written notice from LESSOR specifying such default or, in the case of delinquent rent, for period of ten (10) days after such notice, LESSOR may thereafter without further notice or demand, enter onto the Premises and take full and absolute possession thereof, without such re-entry causing forfeiture of the rent to be paid or the covenants to be performed by LESSEE hereunder.

### **XIV. INDEMNITY**

LESSEE agrees to defend, indemnify and hold harmless LESSOR, the City of Fort Wayne, and their respective officers, employees, representatives, agents, divisions, and departments against any loss, claim, damage, cost, and expense of every kind and nature, including attorney fees and legal costs, arising directly or indirectly from LESSEE's rental, use, occupancy, management and control of the Premises, parking areas, sidewalks and driveways serving the same and the common areas of the Building. Such indemnity shall survive the termination or cancellation of the Lease for any reason.

### **XV. RISK OF LOSS**

In case the Building or any substantial part thereof shall be destroyed or so damaged by the elements or other cause, as to be unfit for occupancy, then this Lease may be terminated by either LESSOR or LESSEE upon thirty (30) days prior written notice to the non-terminating party, which notice shall be given within sixty (60) days following the date of such damage or loss.

### **XVI. GOVERNMENT REGULATIONS**

LESSOR and LESSEE agree to comply with all applicable federal, state, and local governmental regulations and requirements including but not limited to Indiana State Fire Marshall, the City of Fort Wayne and Allen County Building Code, regulations of the Fort Wayne Fire Prevention Bureau and the Indiana State Board of Health.

## **XVII. NOTICES**

Any notice to be given under this lease shall be made in person or by certified mail to LESSOR at 705 East State Boulevard, Fort Wayne, Indiana, 46805 and to LESSEE at 233 West Main Street, Fort Wayne, Indiana 46802 or to such other address as may be given by either party in writing, person, or by certified mail. Notice, if made by certified mail, shall be deemed given on the date of postmark.

**BOARD OF PARK COMMISSIONERS  
OF THE CITY OF FORT WAYNE**

\_\_\_\_\_  
William Zielke, Board President

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Justin Shurley, Vice President

\_\_\_\_\_  
Richard Briley, Commissioner

\_\_\_\_\_  
Corey Miller, Commissioner

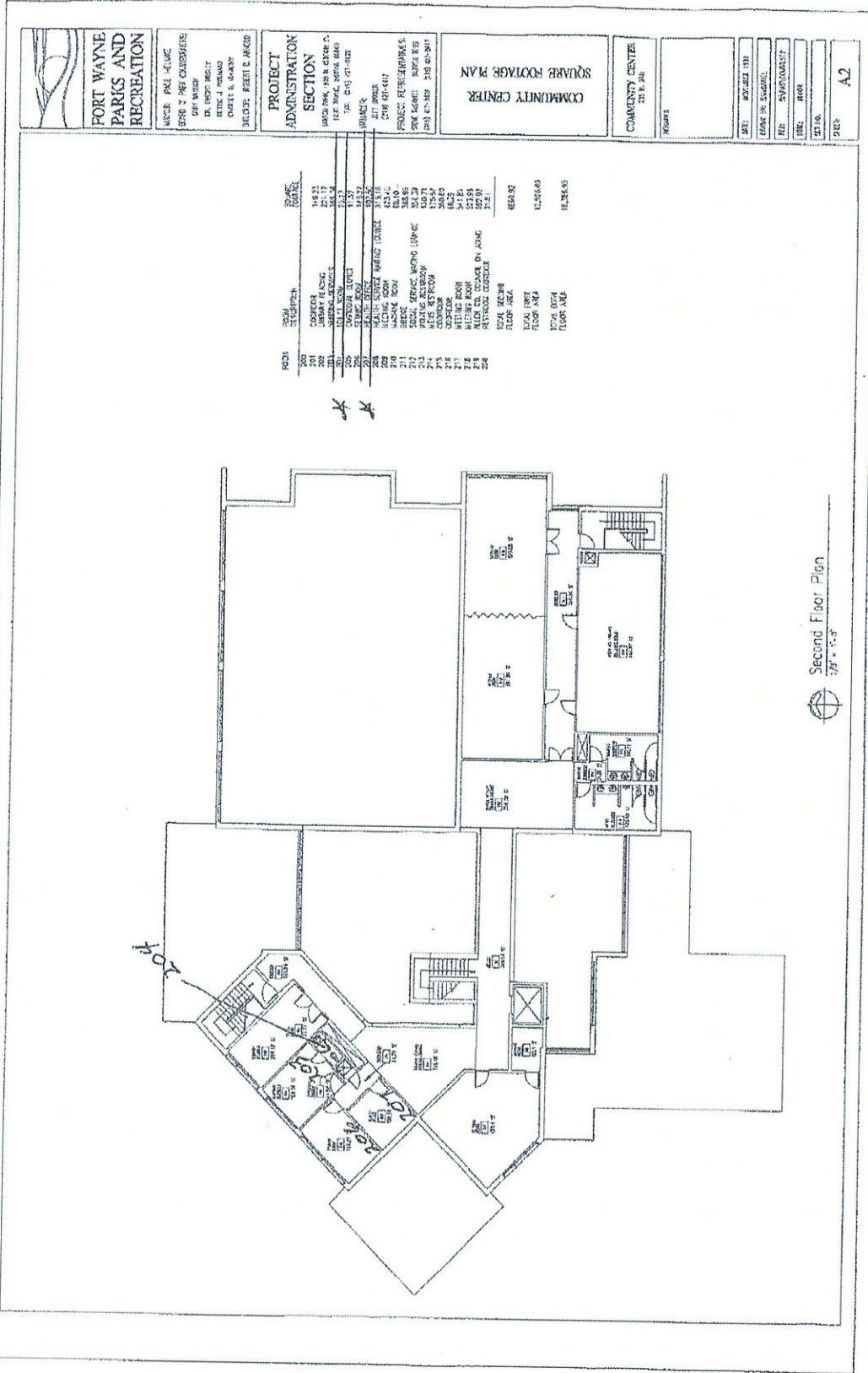
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Steve McDaniel, Director/Board Secretary.

**LUTHERAN HOMES, INC. D/B/A  
LUTHERAN LIFE VILLAGES**

BY: \_\_\_\_\_  
Representing LHI dba LFV

BY: \_\_\_\_\_  
Representing LHI dba LFV

EXHIBIT "A"



ROOM NO.	ROOM DESCRIPTION	ROOM AREA
200	RECEPTION	147.12
201	OFFICE	247.12
202	LIBRARY	347.12
203	STORAGE	347.12
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PORT WAYNE  
PARKS AND  
RECREATION

MANAGER: PAUL HELMIG  
SUPERVISOR: JIM CHAMBERS  
DEPUTY SUPERVISOR: DAVID WOOD  
DEPUTY SUPERVISOR: JIMMY J. THOMAS  
DEPUTY SUPERVISOR: CHARLES R. GARDNER  
DEPUTY SUPERVISOR: ROBERT E. ANDERSON

PROJECT ADMINISTRATION  
SECTION  
1000 W. 10th St., Suite 100  
Portland, Oregon 97201  
Tel: (503) 471-3077

PROJECT REPRESENTATIVES  
JIM ANDERSON  
JIMMY J. THOMAS  
DAVID WOOD  
PAUL HELMIG

COMMUNITY CENTER  
225 N. 2nd  
PORTLAND, OREGON

DATE: 10/1/81  
DRAWN BY: J. SWANSON  
CHECKED BY: J. SWANSON  
SCALE: AS SHOWN

PROJECT: COMMUNITY CENTER  
DRAWING NO.: 100-100-100  
SHEET NO.: 100-100-100

SCALE: 1/8" = 1'-0"

FIG. NO. A2