

Mt. Vernon Community School Corporation

School Board

Nancy Werner
Shelton Oakes
Kevin Burk
Paul Riddle
Bob Hiday

1776 W. SR 234
Fortville, IN 46040-9707
(317) 485-3100
Fax (317) 485-3113

Superintendent
Dr. William J. Riggs

Asst. Superintendent
Mr. Mike Horton

Business Manager
Beverly J. Baugh

Sean Simmons, President
Fortville Town Council
714 East Broadway Street
Fortville, IN 46040

May 19, 2009

Dear Sean:

Last night the Mt. Vernon School Board voted to extend the lease with the Town Board for Landmark Park. The language in the lease is identical to the language of the original lease (May 22, 1982) with the following exceptions:

1. The lease is for fifteen (15) years with a clause for an additional 15 years if both parties agree to extend the lease in 2024;
2. The liability insurance requirements have been brought up-to-date with MVCSC's current requirements; and
3. The addresses of both entities have been updated.

I've included two copies with original signatures. Please sign and return one to me after any necessary approvals.

Sincerely,



Dr. William J. Riggs

LEASE

This agreement, made this 18th day of May, 2009, between the Mt. Vernon Community School Corporation, Hancock County, Indiana, hereinafter referred to as "Lessor" and the Board of Trustees of the Town of Fortville, Hancock County, Indiana, herein after referred to as "Lessee":

WITNESSETH:

1. Premises. The Lessor does hereby lease to the said Lessee certain premises situated in the Town of Fortville, Hancock County, Indiana, which are not presently needed for school purposes, and the Lessee hereby leases from the said Lessor, the school location formerly known as the "Fortville Elementary School" and located at 217 East Staat Street, Fortville, Indiana, the exact legal description being attached hereto and made a part hereof and marked "Exhibit A."
2. Term. The term of this lease shall be for a period of fifteen (15) years commencing on May 18, 2009, and shall terminate on May 17, 2024.
3. Rental. During the term of this lease, Lessee shall pay as rental the following:
 - A. Lessee shall pay to said Lessor as rent for the premises the sum of One Dollar (\$1.00) per year. Said rental installments are to begin on the first day of June, 2009, and on each successive June 1 until the termination of this agreement.
 - B. Said Lessee shall further carry public liability insurance in the limits of at least one million dollars (\$1,000,000.00) per person and two million dollars (\$2,000,000.00) property damage per occurrence and a blanket or umbrella coverage of a minimum of two million dollars (\$2,000,000.00) and agree to add the Lessor as additional named insured and the said Lessee shall further indemnify and hold harmless the said Lessor from all liability arising out of Lessee's use and occupancy of said premises, including but not limited to, the Lessee's administrative staff, employees, invitees or any other persons or organizations using the said premises during the term of said Lease.
 - C. The said Lessee shall further carry its own Workmen's Compensation insurance and furnish the Lessor with a certificate of Workmen's Compensation insurance coverage as well as public liability and property damage insurance certificates as heretofore set out.
 - D. The said Lessee in further consideration of said rents accepts the said premises in the condition as presently exists and further agrees to indemnify and hold harmless the said Lessor from any and all liability arising out of the condition of said premises.
 - E. An in further consideration of said rent, the said Lessee shall be responsible for all ordinary maintenance and/or repairs to the premises, and keep the premises mowed and keep the premises looking in a good and neat appearance and shall also be responsible for all snow removal, if any is deemed necessary.

F. The Lessee shall use and occupy the leased premises for that of a park and recreational facility and for such other civic or public purposes that are commensurate with that stated use. The Lessee shall not assign this lease or sublet any portion of the premises to any other persons, organizations or entity without first obtaining the express written consent of the said Lessor, nor permit any person, organization or entity (other than civic organizations) to use any portion of the demised premises for any business, personal use of monetary gain. Said Lessor shall first approve any individuals, organizations or groups seeking to use said demised premises under this Section or under Section 4 "Additional Use of Premises" under this lease.

4. Additional Use of Premises. The Lessor has discussed with the Lessee additional use of the premises leased to the said Lessee for other uses. For civic associations, etc. and the said Lessee agrees as follows:
 - A. Lessee shall cooperate with all community organizations for use of the premises for athletic programs, but not limited to Little League and other types of civic organizations for athletic purposes, and other similar related activities for civic organizations for the betterment of the community as long as said users shall not materially interrupt the program of the said Lessee. The Lessee shall be responsible for all utilities, security force and cleanup detail arising out of said community uses and such activity shall be worked out in harmony with the said Lessee. In the event that there is any change made by the said Lessee to the various civic organizations, except for actual cost of utilities, such charges shall first be approved by the Lessor. Such approval shall not be unreasonably withheld.
5. Sublease and Alterations. No portion of the premises leased hereunder shall be sublet or subleased to any persons, entity or organizations without the express written consent of the said Lessor. No structural alterations shall be done on the demised premises without the express written consent of the said Lessor, except playground equipment, athletic fields and structures directly related thereto. In the event that structural alterations of the demised premises shall be done at the expense of the Lessee.
6. Inspection and Signs. The said Lessor shall have the right to inspect the premises at any reasonable time. The said Lessee shall be permitted to erect an "identification" sign providing permission and approval is first obtained by the said Lessor and further providing that such said sign meets all the requirements of any County, City or other regulatory body.
7. Loss by Casualty. If the demised premises shall be so damaged by any casualty or unforeseen event as to be substantially destroyed, then the said lease shall cease and the said lease shall be terminated.
8. Eminent Domain. In the event any of the premises are taken under power of eminent domain, said Lease then may be cancelled by the said Lessor and the said Lessee shall have no interest in and to any proceeds received under any eminent domain proceedings.

9. Abandonment. In the event that the said Lessee shall abandon and vacate the premises before the end of the term or in case anything occurs entitling Lessor to take possession thereof, Lessor may take possession of the premises without any Court proceedings and the said Lessee shall hold the Lessor harmless from any and all liability for the said Lessor's re-entry and taking possession of said premises in case of abandonment or breach hereunder.
10. Surrender. Lessee agrees to deliver and surrender to Lessor possession of the leased premises upon the expiration of this lease in as good condition and repair as the same shall be at the commencement of said term, loss by fire and ordinary wear and tear excepted.

That further, Lessee agrees upon one (1) year's prior written notice from the Lessor to return said premises upon the notification by the Lessor that the premises are once again to be used for school purposes. Lessor hereby agrees that no such notice shall be given during the first five (5) years of this lease.
11. Renewal. Lessee shall have the option to extend the term of this lease for a period of fifteen (15) years after the termination thereof provided notice exercising such option for renewal shall be given by Lessee to Lessor in writing not later than six (6) months prior to the expiration of the term hereof.
12. Lessor's Non-Liability and Indemnification of Lessor. Lessor or its agents shall not be liable for any injury or damage to persons or property resulting from any cause whatsoever unless caused by or due to the negligence of Lessor, its agents, servants, or employees. Lessor or its agents shall not be liable for any damage or loss to property of the Lessee, unless caused by the Lessor. Lessee covenants to indemnify and save the Lessor and/or its agents harmless from any and against any and all liability, damages, expenses, fees, penalties, action, causes of action, suits, costs, claims or judgments arising from injury during the term to persons or property within the premises occasioned wholly or in part by any act or acts, omission or omissions of the Lessee, its agents, servants, contractors, employees, visitors, invitees or licenses occurring on the premises.
13. Waiver of Subrogation. The tenant and the landlord agree that insurance carried by either of them against loss or damage by fire or other casualty shall contain a clause whereby the insurer waives its rights to subrogation against the other party. Upon request, each party agrees to furnish evidence of such waiver to the other party.
14. Default. In the event of any breach of this lease by Lessee after ten (10) days written notice, Lessor, besides any other rights or remedies it may have by law or otherwise, shall have the immediate right of re-entry and may remove all persons and property from the premises. Such Lessee's property may be removed and stored at the cost of and for the account of the Lessee. Should the Lessor elect to re-enter as herein provided, or should the Lessor take possession pursuant to legal proceedings or pursuant to any notice provided for by the law, the Lessor may either terminate this lease or may, from time to time, without terminating this lease, relet said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this lease) and at such rental or rentals upon such other terms and conditions

as the Lessor in the exercise of the Lessors's sole discretion may deem advisable.

15. Waiver. The waiver by Lessor of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. Subsequent acceptance of rent hereunder by Lessor of any term, covenant, or condition of this lease, other than the failure of the Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

16. Notice. All notices and demands which may or are required to be given by either party to the other shall be in writing and shall be sent by United States Certified and Registered Mail, postage prepaid, addressed to the Lessee at the Town Clerk's Office, 714 E. Broadway Street, Fortville, Indiana 46040, and addressed to the Lessor at 1776 West State Road 234, Fortville, Indiana 46040, or to such other firm or to such other place as Lessor may from time to time designate in writing.

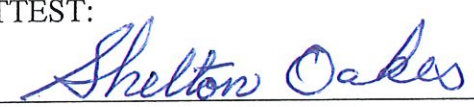
IN WITNESS WHEREOF, the parties have executed this lease agreement this 18th day of May, 2009.

LESSOR:

MT. VERNON COMMUNITY SCHOOL CORPORATION
HANCOCK, INDIANA

BY:  _____
President

ATTEST:

 _____
Secretary

LESSEE:

BOARD OF TRUSTEES, TOWN OF FORTVILLE
HANCOCK COUNTY, INDIANA

BY:  _____
President

ATTEST:

 _____
Clerk-Treasurer

"EXHIBIT A"

LEGAL DESCRIPTION:

Lots No. 1, 2, 21 and 23 in Staats First Addition to the Town of Fortville, Indiana, the same being more particularly described as follows, to-wit: Beginning at the intersection of the north line of Staats Street in the east line of School Street, running thence north, along the east line of School Street to the south line of Church Street, thence east along said south line, one hundred twenty (120) feet, thence south and parallel with the west line of said tract to the north line of Staats Street, thence west to the place of beginning, also Lots No. 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 in Smalls Addition to the Town of Fortville, Indiana, more particularly described as follows, to-wit: Beginning at the intersection of the north line of Church Street and the east line of School Street in said Town, thence north on the east line of School Street to the Stottlemeyer Ditch thence east along the line of said Ditch to the west line of Leland Street, then south along the west line of Leland Street to the north line of Church Street, thence west to the place of beginning.

Further, a part of the west half of the southeast quarter of Section 9, Township 17 North, Range 6 East, described as follows: Commencing at a point on the north line of Staats Street in the Town of Fortville, Hancock County, Indiana, 75 feet west of the half section line between the east half of the west half of the southeast quarter of Section 9, Township 17 North, Range 6 East; thence in a northerly direction at right angles with Staats Street 245 feet to Church Street; thence easterly along the south line of Church Street 60 feet; thence in a southerly direction parallel with the west line 245 feet to Staats Street; then along the north side of Staats Street 60 feet to the place of beginning, containing about 14700 square feet.

Further, commencing on the north line of Staats Street in the Town of Fortville, Hancock County, Indiana, at a point 15 feet westerly from the intersection of said line with the line between the east half and the west half of the southeast quarter of Section 9, Township 17 North, Range 6 East, and running thence easterly, along said north line of Staats Street, 61 feet, thence north 31 degrees west 245 feet to Church Street, thence westerly along the south line of Church Street 61 feet, thence south 31 degrees east 245 feet to the place of beginning.

Subject to all rights of way and easements and restrictions of record.