

LEASE

THIS INDENTURE executed in duplicate this 16th day of April 2025, by and between the City of Greenfield, Indiana, by its Mayor, Guy Titus, and attested to its Clerk-Treasurer, Lori Elmore, hereinafter called the “LESSOR”, and the Indiana State Armory Board by its authorized representative hereinafter called “LESSEE”, WITNESSETH:

The Lessor, in consideration of the covenants, promises and agreements hereinafter expressed on the part of the Lessee by it to be kept, performed and fulfilled, by the terms of this agreement does hereby lease unto the Lessee the following described real estate situated and being in the City of Greenfield, Hancock County, Indiana as depicted on Exhibit A, and as described on Exhibit B, both of which are attached hereto and incorporated by reference herein.

TO HAVE AND TO HOLD said described real estate together with all rights, privileges, easements and appurtenances, thereunto belonging and attaching unto said Lessee, its successors and assigns before and during the term of ninety-nine (99) years beginning the date this agreement is fully executed by all parties. The terms and conditions of this agreement are as set forth below:

1. The Lessor covenants and warrants that there are no existing or unexpired leases, conveyances or liens of any kind or description affecting the title of said premises, which are not herein expressly assumed by the Lessee, and that the Lessor is the owner of said described real estate in fee simple, and has a good, merchantable and indefeasible record title thereto, which it will forever defend.
2. In consideration of the lease herein granted, the Lessee has covenanted and agreed and does hereby covenant and agree to pay to the Lessor as rent for said premises during the terms of tenancy created by this lease the sum of One (\$1.00) Dollar per year, in advance, payable on or before the 1st day of August of each year.
3. As part of the consideration for this lease, Lessee agrees, for the period of this lease, to equally share with Lessor usage of the subject premises for ingress, egress, and parking in addition the lessee agrees to all maintenance required to maintain the subject premises in good

condition so as to be safe for utilization as a means of ingress and egress to the adjoining properties owned by Lessor and Lessee as well as utilization for ingress, egress, and parking of the principals, officers, directors, employees, agents, contractors, invitees of Landlord and Lessee and the general public. Snowplowing of the subject premises shall be provided by Lessor. The subject premises shall remain open to use by all the aforementioned groups except in times of a military/State emergency as determined by Lessee. In times of a military/State emergency, Lessee shall have the right to exclusive use of the subject premises upon 24 hours prior notice to Lessor of Lessee's intent to exercise this right.

4. Lessor and Lessee on behalf of themselves, their successors, assigns, agents, officers, principals, directors, employees, and the State of Indiana agree that as of the date of execution of this Agreement, a lease heretofore executed on July 30, 1963 by and between the City of Greenfield, Indiana and the State of Indiana for the use of the State Armory Board for the ground described on Exhibit C attached hereto and incorporated by reference herein, shall be declared null and void and of no legal effect thereafter.

IN WITNESS WHEREOF Lessor and Lessee have caused these presents to be executed in duplicate by their authorized officer.

CITY OF GREENFIELD

By: _____
Guy Titus, Mayor

Attest: _____
Lori Elmore, Clerk-Treasurer

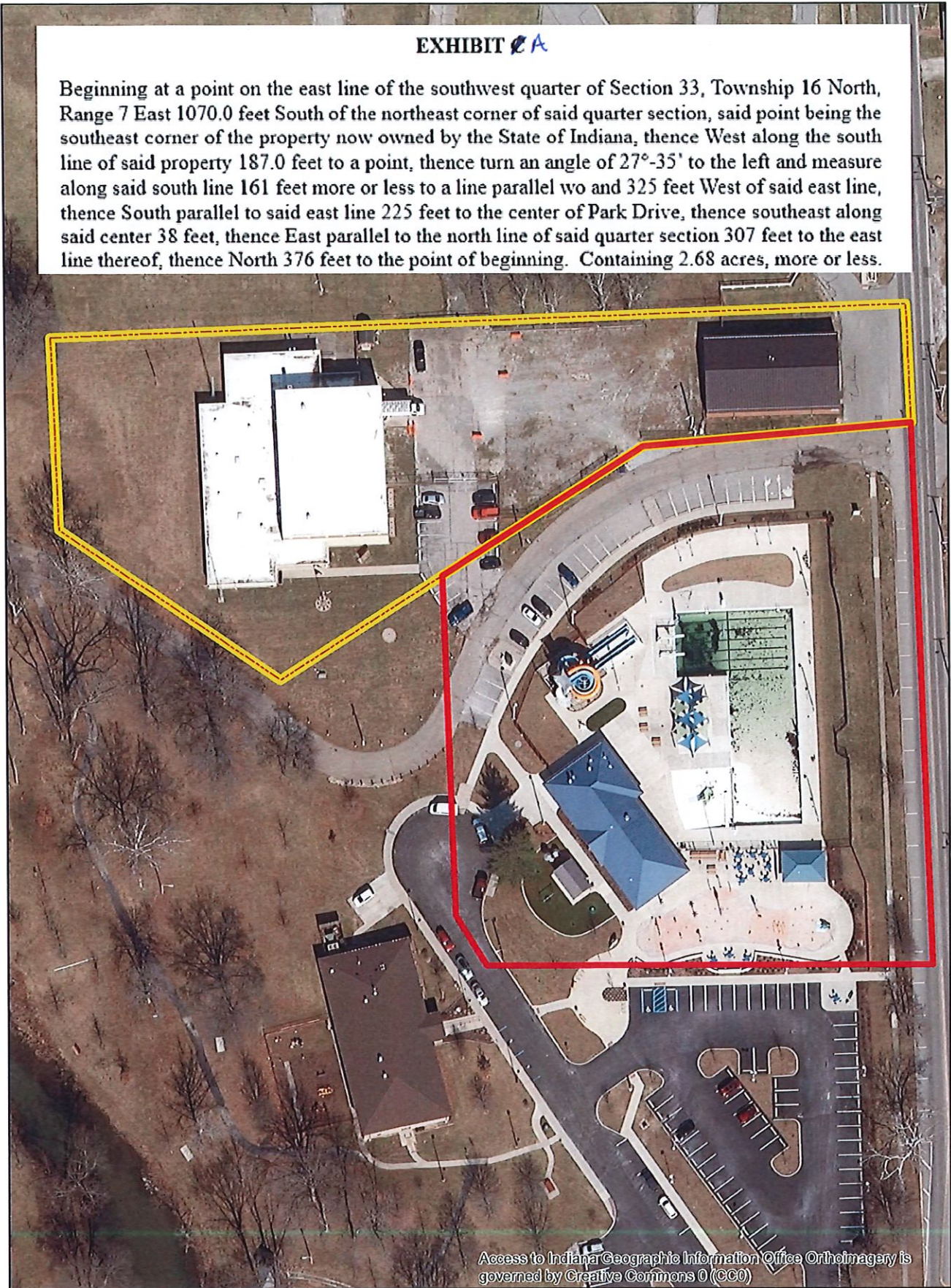
INDIANA STATE ARMORY BOARD

By: Michael A Kiefer
BG (Ret.) Michael Kiefer
President
Indiana State Armory Board

Greenfield Lease-12-05-24 AGO Facilities Mark up-2025

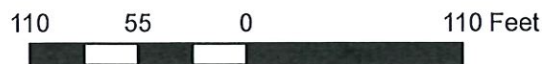
EXHIBIT A

Beginning at a point on the east line of the southwest quarter of Section 33, Township 16 North, Range 7 East 1070.0 feet South of the northeast corner of said quarter section, said point being the southeast corner of the property now owned by the State of Indiana, thence West along the south line of said property 187.0 feet to a point, thence turn an angle of $27^{\circ}-35'$ to the left and measure along said south line 161 feet more or less to a line parallel to and 325 feet West of said east line, thence South parallel to said east line 225 feet to the center of Park Drive, thence southeast along said center 38 feet, thence East parallel to the north line of said quarter section 307 feet to the east line thereof, thence North 376 feet to the point of beginning. Containing 2.68 acres, more or less.



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Date: 4/10/2025



1 inch = 93.56 feet



EXHIBIT B

Beginning at a point on the east line of the southwest quarter of Section 33, Township 16 North, Range 7 East 1070.0 feet South of the northeast corner of said quarter section, said point being the southeast corner of the property now owned by the State of Indiana, thence West along the south line of said property 187.0 feet to a point, thence turn an angle of $27^{\circ}-35'$ to the left and measure along said south line 161 feet more or less to a line parallel to and 325 feet West of said east line, thence South parallel to said east line 225 feet to the center of Park Drive, thence southeast along said center 38 feet, thence East parallel to the north line of said quarter section 307 feet to the east line thereof, thence North 376 feet to the point of beginning. Containing 2.68 acres, more or less.

LEASE

THIS INDENTURE executed in duplicate this 30TH day of July, 1963, by and between the City of Greenfield, Indiana, by its Mayor, Clifford O. Fields, and attested by its Clerk-Treasurer, Katherine Dailey, hereinafter called the "LESSOR", and the State of Indiana for the use of the State Armory Board, by John S. Anderson, Adjutant General of the State of Indiana, ~~and Edwin K. Steers, Attorney General of the State of Indiana,~~ hereinafter called "Lessee", WITNESSETH:

The Lessor, in consideration of the rents hereinafter reserved and of the covenants, promises and agreements hereinafter expressed on the part of the Lessee, by it to be kept, performed and fulfilled, has leased and demised, and by these presents does hereby lease and demise unto the Lessee all of the following described real estate situated and being in the City of Greenfield, County of Hancock, State of Indiana, to-wit:

Beginning at a point on the east line of the southwest quarter of Section 33, Township 16 North, Range 7 East 1070.0 feet South of the northeast corner of said quarter section, said point being the southeast corner of the property now owned by the State of Indiana, thence West along the south line of said property 187.0 feet to a point, thence turn an angle of 27°-35' to the left and measure along said south line 161 feet more or less to a line parallel to and 325 feet West of said east line, thence South parallel to said east line 225 feet to the center of Park Drive, thence southeast along said center 38 feet, thence East parallel to the north line of said quarter section 307 feet to the east line thereof, thence North 376 feet to the point of beginning. Containing 2.68 acres, more or less.

TO HAVE AND TO HOLD said described real estate, together with all rights, privileges, easements and appurtenances, thereunto belonging and attaching unto the said Lessee, its successors and assigns, for and during the term of ninety-nine (99) years, beginning with the 1st day of August, 1963, and terminating on the 31st day of July, 2062, the terms and conditions of this indenture and agreement being as hereinafter set forth, as follows:

1. The Lessor covenants and warrants that there are no existing or unexpired leases, conveyances or liens of any kind or description affecting the title of said premises, which are not herein expressly assumed by the Lessee, and that the Lessor is the owner of said described real estate in fee simple, and has a good, merchantable and indefeasible record title thereto, which it will forever defend.

2. In Consideration of the lease herein granted, the Lessee has covenanted and agreed and does hereby covenant and agree to pay to the Lessor as rent for said premises during the term of the tenancy created by this lease the sum of One (\$1.00) Dollar per year, in advance, payable on or before the 1st day of August of each year.

3. As part of the consideration of this lease, Lessee agrees to construct and to maintain, for the period of this lease, a road along the south line of said above described real property, which shall be a continuation westward of Third Street to a point where Third Street intersects with Park Drive. Said road to be as shown on the site plan as prepared by Kenneth L. Bowman on May 13, 1963. Said road to be of cement or blacktop material.

Said road shall be open and available to the general public at all times.

4. The above described premises are to be used as a vehicle compound. If and when said above described premises cease to be used for such purposes then this lease shall terminate and the City of Greenfield shall be entitled to the use of said property.

5. It is anticipated that Lessee will be required to remove some of the fill upon said described premises and Lessee agrees to transport any and all fill to the Hancock County 4-H Fairgrounds located directly north of the above described real property.

6. Lessee agrees, if requested by the Hancock County 4-H Fair

Board to make said compound available to said 4-H Fair Board for use to display implements during the Fair week, provided, that the Indiana National Guard is at field training and all vehicles have been removed from the compound for this training. Said Lessee shall be entitled to not less than sixty days notice by said 4-H Fair Board of its desire to use said compound.

7. The following leased area, included in the above description, shall be used solely for Park and recreational purposes. It shall be available at all times to the general public for such uses. Lessee shall not at any time use said area as a motor compound. Said area being;

On the North - the fence along the south side of the motor compound. On the East - North A Street. On the South - Third Street. On the West - Park Drive.

This area is shown bounded in red on the Site Plan of Kenneth L. Bowman, dated May 13, 1963, which is attached hereto, made a part hereof and marked Exhibit A.

8. This Lease is executed by the Mayor and Clerk-Treasurer of the City of Greenfield, Indiana, in compliance with Ordinance # 10 - 1963, adopted by the Common Council of the City of Greenfield, Indiana.

IN WITNESS WHEREOF, the said Lessor and Lessee have caused these presents to be executed in duplicate by their proper officers and the seal of each of said parties is hereby affixed in attestation thereof.

CITY OF GREENFIELD

By, Clifford O. Fields
Clifford O. Fields, Mayor

Attest, Katherine Dailey
Katherine Dailey, Clerk-Treasurer.

STATE OF INDIANA

By, John S. Anderson
John S. Anderson, Adjutant General
Approved as to form & legality
Edwin K. Steers
Edwin K. Steers, Attorney General.

By Francis M. Hudson, Dep. Atty Gen.

BUSSELL & WOLF
ATTORNEYS AT LAW
GREENFIELD, IND.