

(COLLEGE MALL FIRE STATION LAND)

1. PARTIES

This agreement between THE TRUSTEES OF INDIANA UNIVERSITY, a body politic created under the laws of the State of Indiana, located at Bloomington, Monroe County, Indiana (hereinafter called "University"), and the CITY OF BLOOMINGTON, INDIANA, a municipal corporation (hereinafter called "City"), to lease to City the following described real estate owned by the University:

Lots 15, 16, 17, 18, 19, 20, 21, 22 of Block R of the Highland Homes Subdivision to the City of Bloomington, Monroe County, Indiana.

2. USE OF PREMISES

The real estate herein described shall be used as a site for a fire station of the Bloomington Fire Department, to be constructed, maintained and operated by the City, and for no other purpose unless with prior written consent of the University.

3. TERMS AND RENEWAL

A. The term of this lease shall be thirty (30) years, commencing March 2nd, 1971, and ending March 1st, 2001.

B. Unless terminated by City, this lease shall be renewed for a like term of thirty (30) years, upon the same terms and conditions as the initial term. Upon expiration of the renewal term, both parties to this agreement mutually agree to negotiate terms and conditions for any additional term.

4. RENTAL

City shall pay University One Dollar (\$1.00) per year for the term of this lease, and other good and valuable consideration to the University shall be the fire protection received from having such fire station located in close proximity to the property and buildings of the University. Upon renewal of the term of this lease the rental price shall remain the same as the rental price of the original term.

5. UNIVERSITY AND CITY AGREE

A. University shall furnish to the City the described real estate free of buildings or other structures. Any further preparation necessary for the construction of the fire station on the described property shall be the responsibility of the City.

B. The City shall construct, erect, maintain and operate upon the premises a fire station for the Bloomington Fire Department.

C. City shall indemnify and save harmless the University from any proceeding, claim, suit or action brought in connection with the use of the premises by City.

6. ASSIGNMENT

Any assignment or subletting of this lease by City must have the prior written consent of University.

7. TERMINATION

If the City for any reason whatsoever abandons the site or fails to maintain and operate the fire station constructed upon the premises, this lease shall terminate and the University shall re-enter and possess said real property. All buildings and appurtenances shall become the property of the University.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_.

THE TRUSTEES OF INDIANA UNIVERSITY

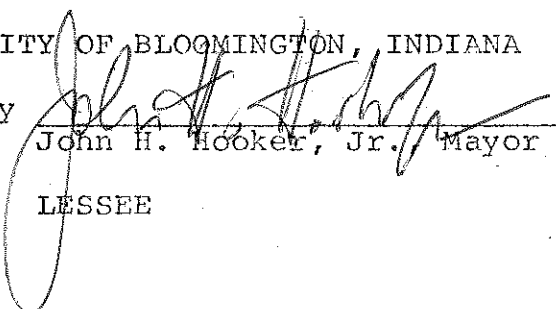
By \_\_\_\_\_  
Vice President and Treasurer

ATTEST:

LESSOR

\_\_\_\_\_  
Secretary

CITY OF BLOOMINGTON, INDIANA

By   
John H. Hooker, Jr. Mayor

ATTEST:

LESSEE

\_\_\_\_\_  
Marian Tardy, City Clerk

THIS LEASE is confirmed and ratified by the Common  
Council of the City of Bloomington, Indiana this \_\_\_\_\_  
day of \_\_\_\_\_, 197\_\_\_\_\_.

\_\_\_\_\_  
Ralph L. Johnson, President  
Common Council of the City of  
Bloomington, Indiana

THIS LEASE is confirmed and ratified by the Board of  
Public Safety of the City of Bloomington, Indiana this \_\_\_\_\_  
day of \_\_\_\_\_, 197\_\_\_\_\_.

\_\_\_\_\_  
Robert Young, President

\_\_\_\_\_  
Leroy Baker

\_\_\_\_\_  
Doran May

\_\_\_\_\_  
BOARD OF PUBLIC SAFETY of the  
City of Bloomington, Indiana

This lease prepared by Cliff Travis  
Attorney-at-Law, Bloomington, Indiana

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DATED this \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_.

THE TRUSTEES OF INDIANA UNIVERSITY

By \_\_\_\_\_  
Vice President and Treasurer

ATTEST:

LESSOR

\_\_\_\_\_  
Secretary

CITY OF BLOOMINGTON, INDIANA

By \_\_\_\_\_  
John H. Hooker, Jr., Mayor

ATTEST:

LESSEE

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Marian Tardy, City Clerk

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