

right angles to the westwardly line of the within described parcel a distance of 456.12 feet to the place of beginning, containing 8.484 acres, more or less, but subject to legal highways, rights of way and easements.

EXCEPT the following described portion of said real estate, towit:

Begin at the northwest corner of the aforesaid northeast quarter section, run thence east along and with the north line thereof, 866.20 feet; thence southeastwardly deflecting right 79°25' a distance of 1042.39 feet to the place of beginning; thence continue southeastwardly on the last above described course, a distance of 60.00 feet; thence northeastwardly, at right angles to the last above described line, 450.79 feet to a point in the center line of State Highway No. 39; thence northwardly, along and with the aforesaid center line and along a curve to the right, having a radius of 49,844.97 feet, a distance of 60.00 feet; thence westwardly, parallel to and 60.00 feet north from the southerly line of the within described tract to the place of beginning.

Located in Center Township, Boone County, Indiana, and seller of said tract to Northfield Corporation, an Indiana Corporation, and as such seller and present fee simple owner, the Methodist Hospital of Indiana, Inc. does hereby waive any and all notice and objection to any and all hearings on the proposal by said Northfield Corporation to annex said tract to the City of Lebanon, Boone County, Indiana, for use as a shopping center.

Said Methodist Hospital of Indiana, Inc. does further consent to said annexation as proposed by the Northfield Corporation and further joins with said Northfield Corporation in requesting acceptance of said annexation by the City of Lebanon, Boone County, Indiana.

WITNESS our hand and seal this 2nd day of November, 1960.

METHODIST HOSPITAL OF INDIANA, INC.

(Signed) By Arthur G. Wilson
President

Attest:

(Signed) By Thelma Hawthorne
Asst. Secretary

See Minute Book Pg 65

CONTRACT FOR CONCESSIONS AT LEBANON MEMORIAL PARK
FOR THE YEAR 1961

Lebanon Park Dept.

This contract made and entered into by and between the MEMORIAL PARK BOARD OF LEBANON, INDIANA, hereinafter known as THE PARTY OF THE FIRST PART, and BROWN-DOLSON POST NO. 113, THE AMERICAN LEGION, LEBANON, INDIANA, to be known as THE PARTY OF THE SECOND PART;

WHEREAS: The party of the first part rents and leases to the party of the second part, for the year 1961, beginning January 1, 1961 and ending December 31, 1961, the use of said Park for refreshment/stands then situated in said Park, or may be used therein by party of the second part, relative to the refreshment stands and concessions for and in consideration of THREE HUNDRED DOLLARS (\$300.00) Cash in hand, receipt thereof is hereby acknowledged and;

WHEREAS: Said party of the second part agrees to take good care of said premises and not to committ any waste or damage thereto or to permit any waste or damages to be committed to said premises by others and at all times use said premises for lawful purposes and in lawful abiding manner, and;

WHEREAS: Said party of the second part agrees not to sell beer or liquor or to permit the sale of same on said premises, and;

WHEREAS: It is a condition of this lease that in the event the lessee shall break any of the conditions of this contract as set out, the party of the first part shall have the right to declare this lease forfeited and shall have the right to demand possession of all premises, and;

WHEREAS: The party of the second part agrees to surrender possession on or about December 31, 1961 and peacefully and without notice, in as good condition as it was at the execution of this contract, reasonable wear and tear and unavoidable accidents excepted, and;

WHEREAS: Said party of the second part agrees to pay all electric energy used in the aforementioned concessions;

In witness whereof, said parties hereunto set their hands and seal this 14th day of February, 1961.

MEMORIAL PARK BOARD OF LEBANON, INDIANA

BROWN-DOLSON POST NO. 113
THE AMERICAN LEGION

(Signed) J. Clyde Armstrong MEMBER

(Signed) James R. Turner COMMANDER

(Signed) Thos. J. Burrin MEMBER

(Signed) Harold A. Tanselle ADJUTANT

_____ MEMBER

(Signed) Herschel Jackson EXECUTIVE
COMMITTEE
MEMBER