

LICENSE AGREEMENT  
(9460 East 146th Street, Noblesville, Indiana)

This LICENSE AGREEMENT (this “**Agreement**”) is made and entered into this 26<sup>th</sup> day of March, 2024, by and between St. Vincent Hospital and Health Care Center, Inc., an Indiana nonprofit corporation (“**Grantor**”), and City of Noblesville, Indiana (“**Grantee**”).

WHEREAS, Grantor is the owner of certain property in the City of Noblesville, Hamilton County, Indiana, having an address of 9460 East 146th Street, Noblesville, Indiana 46060 (the “**Property**”).

WHEREAS, Grantee desires to use a portion of the Property for one day as a staging and rapid-response location to in relation to the total solar eclipse on April 8, 2024;

WHEREAS, Grantor is willing to permit such use of the Property upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of License. Throughout the Term (as defined below) of this Agreement, Grantor hereby grants to Grantee a license to use the Property. The license shall include the right to reasonable ingress and egress over the Property, and access and use of certain areas within the building located on the Property, and such other rights in respect of the Property as may be reasonably necessary for Grantee’s permitted use of the Property.

2. Term. The term of this Agreement shall commence at 12:00 AM, April 8, 2024, and shall expire at 11:59 PM on April 8, 2024 (the “**Term**”).

3. License Fee. Grantee hereby agrees to pay Grantor a license fee of \$0.00 (the “**License Fee**”).

4. Permitted Use. The license granted hereunder allows the use of (i) the paved exterior areas of the Property by Grantee and its designees as a vehicle parking and staging area for Grantee’s employed and contracted “first responder” personnel and vehicles, and (ii) the interior lobby area and restrooms of the Property for uses incidental to Grantee’s public service activities, and (iii) the Property’s available utilities for purposes incidental to Grantee’s public service activities. Grantee shall maintain the Property in a clean and sightly condition at all times, and Grantee shall not allow any hazardous substances of any kind or nature to be used, stored, kept, spilled or released on the Property at any time. Grantor shall have the ongoing right to impose reasonable rules and restrictions in connection with Grantee’s use and occupancy of the Property.

5. Condition of Property; Risk of Damage.

a. Grantee accepts the Property in its “AS IS” and “WHERE AS” condition. It is understood and agreed that Grantor is not making and has not at any time made any representations or warranties of any kind or character, express or implied, with respect to

the Property, including but not limited to ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS. Grantor assumes no obligation to make any improvements to, or to provide any security for, the Property, or to ensure that the Property complies with applicable zoning ordinances or other laws and regulations.

b. Grantee agrees that all personal property of every kind or description which may at any time be on the Property shall be on the Property at Grantee's sole risk or at the risk of those claiming through or under Grantee, and in no event shall Grantor be liable for the same.

6. Conformity with Law. All activities conducted by Grantee hereunder shall be in compliance with all local, state and federal laws, statutes, rules, regulations and ordinances, or rules or guidelines pertaining thereto.

7. Insurance and Indemnity. Throughout the Term of this Agreement, Grantee shall obtain and maintain, at Grantee's sole cost and expense, and keep in force insurance policies providing the following coverages:

a. A policy of comprehensive general liability insurance, protecting and indemnifying Grantor and Grantee against any and all liabilities and claims for injury or damage to persons or property occasioned on or about any part of the Property with such policy to be in the minimum amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, for personal injury and property damage. The comprehensive general liability policy shall include Grantor as an additional insured; and

b. Worker's compensation insurance having such limits and containing such terms and conditions as are required under applicable law.

c. Excepting only claims arising solely out of the gross negligence or willful misconduct of Grantor, Grantee shall defend, indemnify and hold harmless Grantor from and against any and all claims, liabilities, damages, injuries, costs, expenses and fees, including, without limitation, reasonable attorneys' fees and costs of litigation, suffered or incurred by Grantor, arising out of or in connection with (i) Grantee's use and/or occupancy of the Property, or (ii) Grantee's breach of this Agreement. Grantee's indemnity obligations under this Section 7 shall survive the expiration or earlier termination of this Agreement.

8. Protection from Liens. Grantee shall keep the Property and every part thereof free and clear of any and all liens and encumbrances for work performed by or materials provided to Grantee.

9. Default. If Grantee fails to perform or fulfill any obligation under this Agreement, Grantee shall be in default of this Agreement. In such event, Grantor may at Grantor's option take any one or more of the following actions: (a) cure such default and the cost of such action shall be added to Grantee's financial obligations under this Agreement; (b) terminate this Agreement; or (c) avail itself of any other remedy it may have at law or in equity.

10. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Indiana.

11. Assignment. Grantee may not assign or transfer its rights, duties, or obligations under this Agreement to any other party without Grantor's express written consent.

12. Surrender and Restoration of Property. Upon the expiration or earlier termination of the Term of this Agreement, Grantee shall (a) surrender to Grantor the Property, (b) remove any and all property of Grantee from the Property, and (c) restore the Property to substantially the same condition as existed upon the date of this Agreement.

13. Notice. All notices required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given when mailed by registered or certified mail, postage paid, return receipt requested, or hand delivered to the appropriate party, addressed to the address provided below:

If to Grantor: St. Vincent Hospital and Health Care Center, Inc.  
250 W. 96<sup>th</sup> Street, Suite 415  
Indianapolis, IN 46260  
Attn: Real Estate

If to Grantee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

14. Miscellaneous. This Agreement, together with any addendums or exhibits attached hereto and forming a part hereof, shall set forth all the agreements, conditions and understanding of the parties concerning the Property. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon Grantor or Grantee unless reduced to writing and signed by them. Either party to this Agreement who is the prevailing party in any legal or equitable proceeding against the other party hereto brought under or with relation to this Agreement shall be additionally entitled to recover reasonable costs and reasonable attorney fees from the non-prevailing party. This Agreement may be executed in counterparts or by use of counterpart signature pages, which may be delivered by electronic means (including without limitation by electronic mail of .pdf file), executed counterparts or counterpart signature pages so delivered shall be deemed to be originals for all purposes. Grantee shall not record this Agreement nor any memorandum hereof or any other document relating hereto.

*(SIGNATURES ON THE FOLLOWING PAGE)*

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

GRANTOR:

ST. VINCENT HOSPITAL AND HEALTH CARE CENTER, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GRANTEE:

CITY OF NOBLESVILLE

By:  \_\_\_\_\_

Name: Jack Martin

Title: President, Board of Public Works + Safety