ORDINANCE 17-39
TO AUTHORIZE AND APPROVE AN AGREEMENT IN LIEU OF ANNEXATION BETWEEN THE CITY OF BLOOMINGTON AND COOK GROUP, INCORPORATED AND AFFILIATES

WHEREAS Indiana Code § 36-4-3-21 permits a municipality to enter into an agreement with a property owner wherein payments are made to the municipality in exchange for an agreement not to annex the owner's property ("Agreement in Lieu of Annexation"); and

WHEREAS, in 1979 the City of Bloomington ("City") and certain local industries -- including General Electric and Cook, Incorporated -- entered into an Agreement in Lieu of Annexation with an expiration date of 1994; and

WHEREAS, in 1987, the City and these local industrial parties entered into a revised Agreement in Lieu of Annexation with an expiration date of 2002; and

WHEREAS, in 1997 the City modified and extended the 1987 Agreement in Lieu of Annexation, and in 1998 further modified the Agreement in Lieu of Annexation, which ultimately expired in December 2012; and

WHEREAS, the City desires to create an environment that promotes and retains local industrial partners, including Cook Group, Incorporated and its affiliated entities ("Cook"), one of Monroe County's and the City's most successful and generous corporate citizens; and

WHEREAS, the City administration and Cook believe that at this time an Agreement in Lieu of Annexation would be in the best interests of the City, Cook, Monroe County, and their various constituents, and therefore desire to enter into a new Agreement in Lieu of Annexation; and

WHEREAS, the proposed payments under the Agreement in Lieu of Annexation would run for 15 years, starting in 2018 and ending in 2032 and would require Cook to pay a minimum of $100,000 per annum, provided Cooks meets prescribed financial investment and employment goals. Where such goals are not met, Cook's payment increases. In exchange, the City agrees not to annex certain Cook real property in Monroe County; and

WHEREAS, the Agreement in Lieu of Annexation is attached to this ordinance as Exhibit A; and

WHEREAS, the Common Council agrees that an Agreement in Lieu of Annexation between the City and Cook is in the best interests of the parties;

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION 1. The Common Council hereby authorizes and approves the Agreement in Lieu of Annexation between the City and Cook, a copy of which is attached hereto and incorporated herein, with two (2) copies of the Agreement on file in the office of the City Clerk for public inspection.

SECTION 2. The monies received by the City pursuant to this Agreement in Lieu of Annexation shall be deposited into the City's General Fund.

SECTION 3. The City Clerk is hereby directed to record a copy of this Ordinance, as approved, and a copy of the executed Agreement in Lieu of Annexation with the Monroe County Recorder's Office.

SECTION 4. If any section, sentence or provision of this ordinance, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 5. This ordinance shall be in full force and effect from and after its passage by the Common Council of the City of Bloomington and approval of the Mayor, and after any required waiting and/or notice periods under Indiana law.

PASSED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 18th day of October, 2017.

SUSAN SANDBERG, President
Bloomington Common Council

ATTEST:

NICOLE BOLDEN, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this 19th day of October, 2017.

NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this 19th day of October, 2017.

JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

This ordinance authorizes and approves the proposed Agreement in Lieu of Annexation between the City of Bloomington and Cook ("Agreement"). The Agreement would take effect in 2017 and last for fifteen (15) years, as permitted by state statute. Under the Agreement the first payment would be due in 2018, and the last would be due in 2032. Over the term of the Agreement, Cook would be obligated to pay, in lieu of taxes, a minimum of $100,000 per year, for a total of $1.5 million over the life of the Agreement. The Agreement provides that the annual payment will increase if Cook fails to meet certain prescribed goals for financial investment and increased employment in Monroe County. In exchange for the payments, the City agrees not to annex specifically identified Cook real property in Monroe County. All payments received would be deposited into the General Fund. The ordinance directs the City Clerk to record a copy of the ordinance, duly adopted, and the executed Agreement with the Monroe County Recorder's Office.

Distributed to: Mayor, Clerk, Council Administrator, Legal, Controller

EXHIBIT A

AGREEMENT IN LIEU OF ANNEXATION

AGREEMENT IN LIEU OF ANNEXATION

This Agreement made and entered into on the 27th day of September, 2017 by and between the City of Bloomington, Indiana, hereinafter referred to as the "City"; and certain premises, industries and businesses of Cook Group Incorporated and its affiliates who are parties hereto located in Monroe County, Indiana, hereinafter referred to collectively as "Cook" (and further described in Exhibits A, B and C to this Agreement).

WITNESSETH:

WHEREAS, the City and Cook, located in the vicinity of but beyond the corporate limits of the City, recognize mutual interests and benefits in relationship to each other, and Cook desires to share in providing financial support to the City, and the City desires to create a favorable environment for employment and capital expansion for Cook; and

WHEREAS, Cook is planning to expand substantially its operations in Monroe County; and

WHEREAS, the City is empowered by Ind. Code §36-4-3-21 to enter into agreements to receive payments or contributions from parties owning or leasing real and personal property outside the corporate boundaries; and

WHEREAS, the City recognizes that the potential for inclusion of Cook inside the corporate limits of the City creates certain planning and financial uncertainties for Cook in terms of expansion, and that the encouragement of industrial expansion by Cook via an agreement in lieu of annexation with a specific term is in the mutual best interests of the City and Cook; and

WHEREAS, this Agreement shall be recorded with the legal description of the participating properties and shall be a covenant running with the land; it is with such understanding that this Agreement is entered into.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS OF THE PARTIES, IT IS AGREED AND STIPULATED AS FOLLOWS:

1. The term of this Agreement shall be fifteen (15) years, commencing on the date of final approval of this Agreement by the Common Council of the City of Bloomington, Indiana, and ending fifteen (15) years thereafter.

2. This Agreement applies only to specific parcels located west of Interstate Highway 69/Indiana Highway 37, in Monroe County, Indiana (the "Covered Properties"). The purpose of this Agreement is to provide for protection against annexation for the Covered Properties. A map, a list of tax parcel numbers and the legal descriptions for the Covered Properties subject to this Agreement at the effective date are attached to this document as Exhibits A, B and C, respectively. The legal descriptions of the Covered Properties in Exhibit C shall be recorded with this Agreement as a covenant running with the land.

3. The parties agree and declare as follows:

A. Cook, by virtue of its long-time responsible corporate presence and major employment base, is a distinct and valued asset to the Bloomington community and Monroe County;

B. Cook benefits both directly and indirectly by the fact of its location in the Bloomington community and Monroe County;

C. It is in the mutual interests of the parties and to the benefit of the Bloomington community and Monroe County in general that Cook share in providing financial support to the City;

D. Such mutual interests can best be served by Cook making the payments herein stipulated to the City on a contractual basis, rather than by annexation of its properties to the City.

4. Cook will make an annual payment in lieu of taxes to the City of at

least One Hundred Thousand Dollars ($100,000.00) for a term of fifteen (15) years, with payments over the term totaling at least One Million Five Hundred Thousand Dollars ($1,500,000.00) ("Payments in Lieu of Annexation"). The amount paid may be adjusted each year in accordance with paragraph 5 below.

5. The Payments in Lieu of Annexation shall be due and payable on or before May 10th of each year, beginning in 2018 and ending in 2032. Payments shall be delivered to the City Controller, electronically to a specified city account or physically to P.O. Box 100, Bloomington, Indiana 47402.

The amount of the Payments in Lieu of Annexation shall remain as specified above in paragraph 4 so long as Cook: a) invests in employment and capital expansion with regard to the Covered Properties at the projected levels set forth in Exhibit D, and b) maintains such employment and investment levels for the term of this Agreement. Should employment or investment levels not meet projected levels, then the payments in lieu of annexation shall be adjusted as set forth in Exhibit D. This Agreement is intended to support investment and employment at the scale described herein.

6. In the event that Cook acquires additional property outside of the City boundaries beyond the Covered Properties set forth in Exhibit B, the parties may mutually agree to add such property to this Agreement, for an appropriate and proportional additional Payment in Lieu of Annexation. Notwithstanding the foregoing, the parties acknowledge that Cook Property Incorporated, an affiliate of Cook Group Incorporated, has entered into a purchase agreement to acquire certain property located at 301 N. Curry Pike, Bloomington, Indiana in Richland Township, Monroe County, Indiana, formerly used as a manufacturing facility by General Electric Company (the "GE Property") subject to the terms and conditions set forth in the purchase agreement. The City agrees that, if Cook Property Incorporated acquires the GE Property, the GE Property shall, without further action of the parties, become a Covered Property under this Agreement

without any increase in the Payments in Lieu of Annexation, and that the City will execute and deliver to Cook Property Incorporated all documentation necessary to evidence the same.

7. The parties recognize that the purpose of this Agreement is to provide, in accordance with Ind. Code §36-4-3-21(e), that the Covered Properties shall not be subject to annexation by the City during the term of this Agreement.

8. In consideration of the covenants and monetary contributions of Cook, the City agrees that the Covered Properties shall not be subject to annexation by the City prior to the expiration of this Agreement, except by mutual agreement of the parties.

9. All Payments in Lieu of Annexation to be paid by Cook to the City may be used for any legal public purpose.

10. The City agrees that it will continue to furnish to Cook municipal services, both governmental and proprietary, of the same nature and the same level as it is providing to Cook at the time of the signing of this Agreement. The City shall not be obligated to provide other services than those being provided at the time of the signing of this Agreement or to provide the same or similar services to any additional or other locations.

11. If any party to this Agreement fails to timely perform any of the obligations specified in the Agreement, the party desiring performance shall notify all parties by certified mail of said failure, specifying the date of said failure and specifying the date and manner by which such failure should be cured. If the failure to perform is not remedied or cured within sixty (60) days after said Notice, the party desiring performance, at its option, may declare this Agreement null and void with respect to the breaching party.

Any party aggrieved by a breach of this Agreement may, not less than sixty (60) days from the date of the notice required above, proceed to

institute any action it is legally authorized to initiate, including but not limited to annexation of property owned or leased by the defaulting party, or obtaining an injunction or restraining order prohibiting annexation.

The failure of a party to pursue its remedies for breach by any party or parties shall not be deemed a waiver of the right to proceed against the same party or any other party hereto at a future time.

12. Cook agrees to be bound by its obligations contained herein for the full term of this Agreement even if Cook ceases operations or removes its plants or operations to a new location. In the event Cook transfers any of the Covered Properties to another entity that is not a subsidiary or affiliate of Cook Group Incorporated, the City may decide, in its sole discretion, that this Agreement may be terminated as to such Covered Property and the amount of the remaining Payments in Lieu of Annexation shall be equitably and proportionately reduced.

13. This agreement may be renewed upon mutual agreement of the parties.

14. This Agreement contains the terms of all conditions, covenants, rights, responsibilities, and understandings between the parties hereto.

[Signature pages follow]

IN WITNESS WHEREOF the City of Bloomington, Indiana, by its Mayor and attested by the City Clerk with the seal of the City affixed, and Cook have caused this Agreement to be executed by their respective duly authorized officers. This Agreement shall be in full force and effect when executed by the parties heretofore set forth and approved by the Common Council of the City of Bloomington, Indiana.

CITY OF BLOOMINGTON, INDIANA

By: _____
John Hamilton, Mayor

CITY OF BLOOMINGTON, INDIANA

Attest: _____
Nicole Bolden, Clerk

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a notary public in and for said County and State, personally appeared John Hamilton, Mayor of the City of Bloomington, Indiana, who acknowledged the execution of the foregoing Agreement in Lieu of Annexation.

Witness my hand and notary seal this 19th day of October, 2017.

My Commission Expires:
5/2/2021

_____
Notary Public
Printed Name: DIANE DAILY
County of Residence: MONROE

DIANE ELIZABETH DAILY
Residing in Monroe County
Commission No. 644133
Commission Expires 5/2/2021

COOK GROUP INCORPORATED

By: _____
Pete Yonkman, President

CGI REAL ESTATE HOLDINGS LLC

By: _____
John R. Kamstra, Treasurer

CMI REAL ESTATE HOLDINGS LLC

By: _____
John R. Kamstra, Treasurer

COOK INCORPORATED

By: _____
Derek Voskuil, Vice President

SABIN CORPORATION

By: _____
Nate Myers, General Manager

COOK PROPERTY INCORPORATED

By: _____
Brent Conner, Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a notary public in and for said County and State, personally appeared Pete Yonkman, the President of Cook Group Incorporated, John R. Kamstra, the Treasurer of CGI Real Estate Holdings LLC and the Treasurer of CMI Real Estate Holdings LLC, Derek Voskuil, the Vice President of Cook Incorporated, Nate Myers, the General Manager of Sabin Corporation, and Brent Conner, the Vice President of Cook Property Incorporated, each of whom acknowledged the execution of the foregoing Agreement in Lieu of Annexation.

Witness my hand and notary seal this 27 day of September, 2017.

Donna K. Chitwood
Notary Public

Printed Name: Donna K. Chitwood

County of Residence: Monroe

My Commission Expires:
8/8/2020

DONNA K. CHITWOOD
Notary Public, State of Indiana
SEAL
My Commission Expires 08/08/20

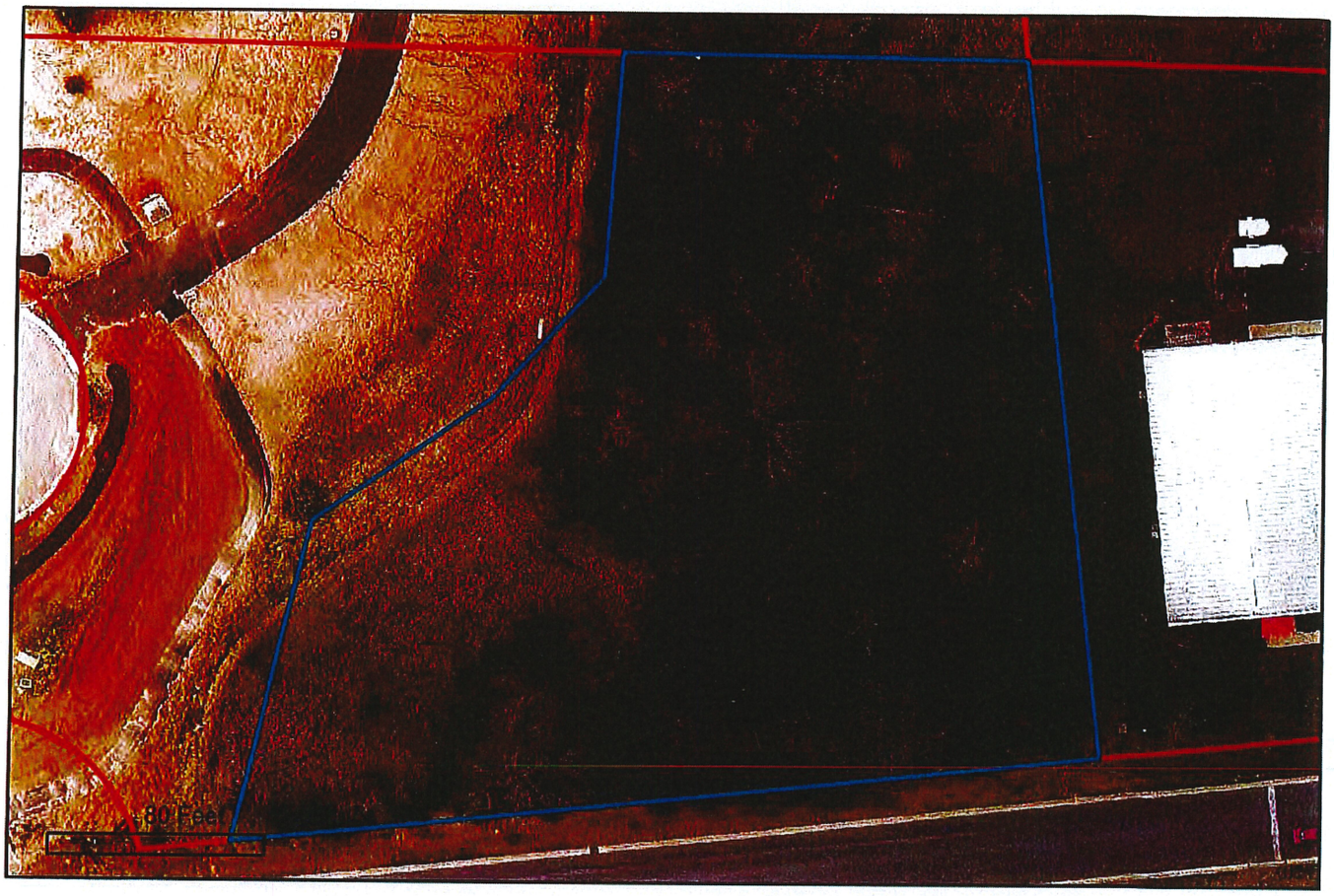
EXHIBIT A

Map of Properties

[See attached]

Monroe County, IN

4830 W Innovation DR, Bloomington, IN 47404
53-04-35-101-001.000-011



Parcel Information

Parcel Number:	53-04-35-101-001.000-011
Alt Parcel Number:	007-28150-22
Property Address:	4830 W Innovation DR Bloomington, IN 47404
Neighborhood:	21 RICHLAND TWP - COM
Property Class:	Vacant Land
Owner Name:	CGI Real Estate Holdings LLC
Owner Address:	PO Box 729 Bloomington, IN 47402
Legal Description:	007-28150-22 NORTHWEST PARK LOT 22

Taxing District

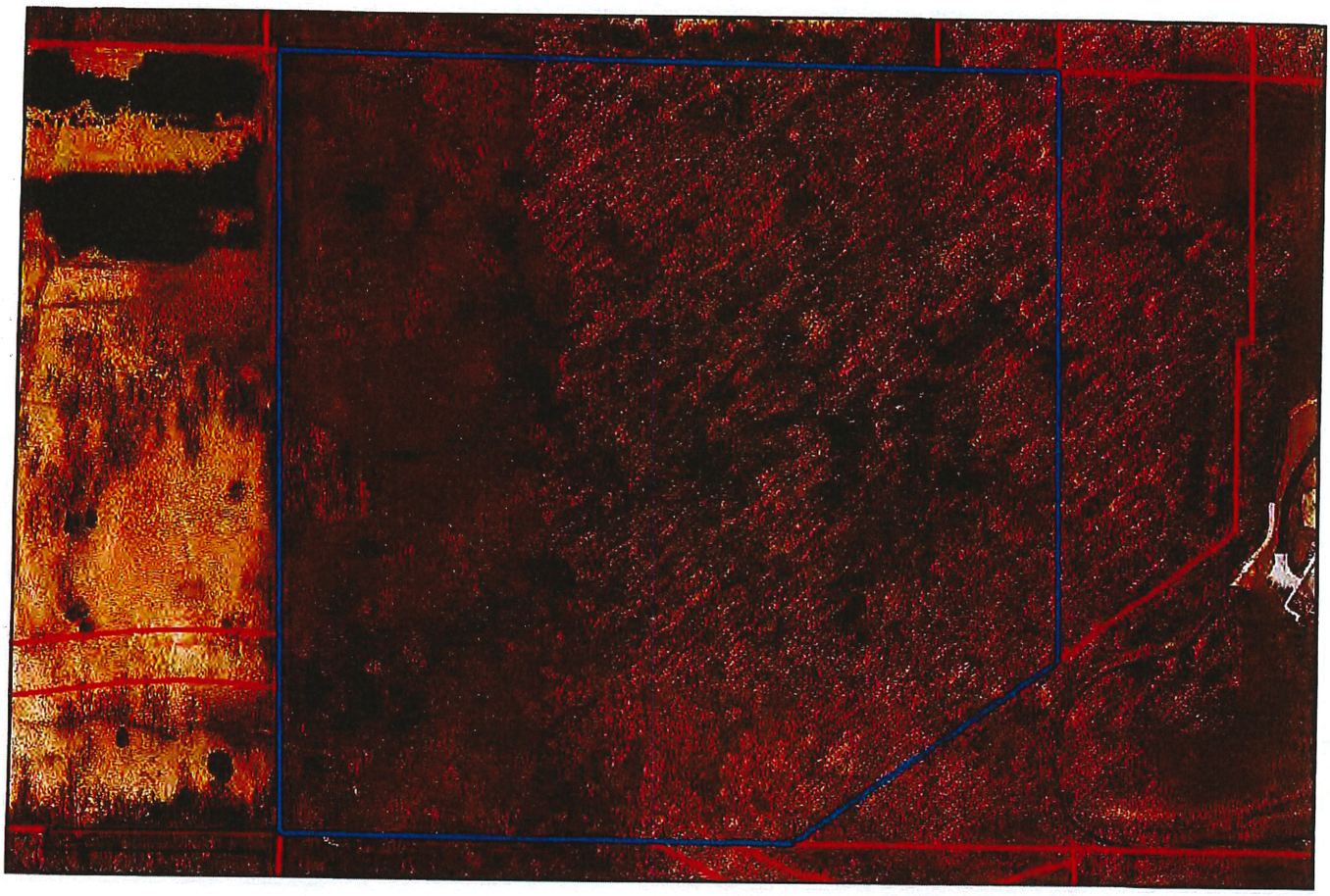
Township:	RICHLAND TOWNSHIP
Corporation:	RICHLAND-BEAN BLOSSOM COMMUNITY

Land Description

Land Type	Acreage	Dimensions
13	1.33	

Monroe County, IN

N Hartstrait RD, Bloomington, IN 47404
53-04-35-200-017.000-011



Parcel Information

Parcel Number:	53-04-35-200-017.000-011
Alt Parcel Number:	007-28140-00
Property Address:	N Hartstrait RD Bloomington, IN 47404
Neighborhood:	Hartstraight Road - A
Property Class:	Vacant - Unplatted (30 to 39.99 Acres)
Owner Name:	CGI Real Estate Holdings LLC
Owner Address:	750 N Daniels Way Bloomington, IN 47404
Legal Description:	007-28140-00 PT NE NW 35-9-2W 38.55A; PLAT 2

Taxing District

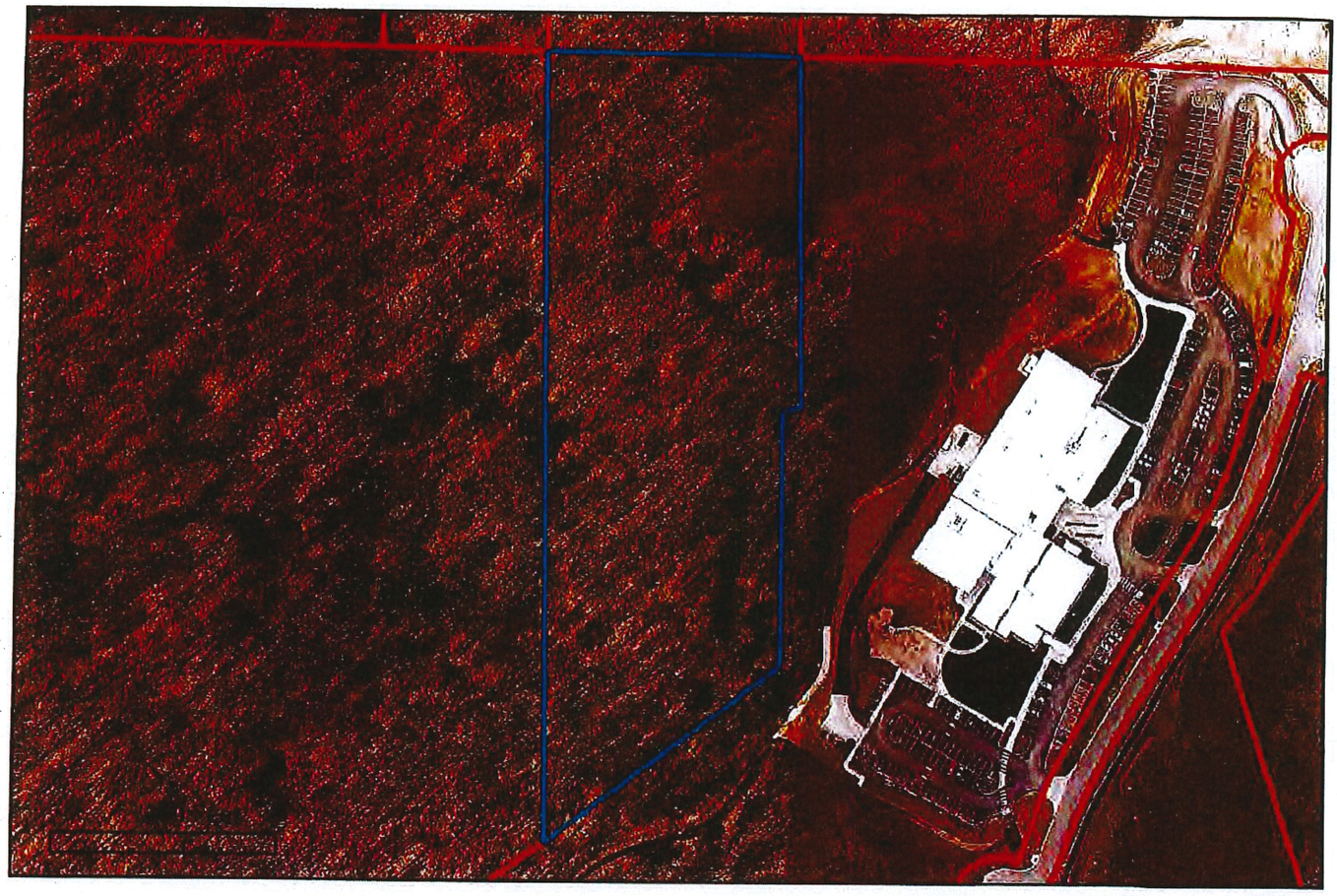
Township:	RICHLAND TOWNSHIP
Corporation:	RICHLAND-BEAN BLOSSOM COMMUNITY

Land Description

Land Type	Acreage	Dimensions
91	38.55	

Monroe County, IN

W Vernal PIKE, Bloomington, IN 47404
53-05-01-102-001.000-011



Parcel Information

Parcel Number:	53-05-01-102-001.000-011
Alt Parcel Number:	007-28160-00
Property Address:	W Vernal PIKE Bloomington, IN 47404
Neighborhood:	Vernal Pike -RT1 - A
Property Class:	Vacant - Unplatted (0 to 9.99 Acres)
Owner Name:	CGI Real Estate Holdings LLC
Owner Address:	750 N Daniels Way Bloomington, IN 47404
Legal Description:	007-28160-00 PT NW NE 35-9-2W 5.56A; PLAT 3

Taxing District

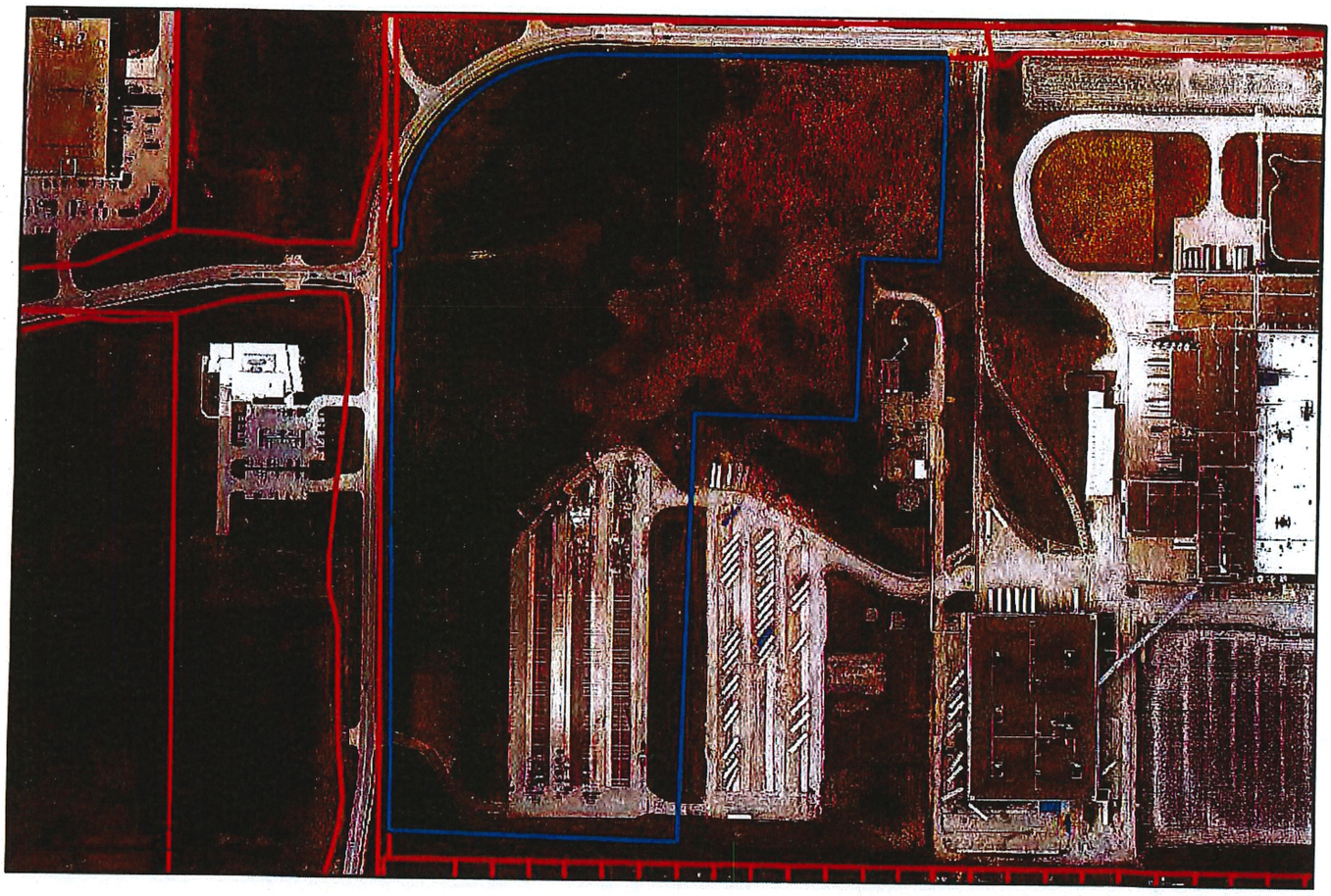
Township:	RICHLAND TOWNSHIP
Corporation:	RICHLAND-BEAN BLOSSOM COMMUNITY

Land Description

Land Type	Acreage	Dimensions
91	5.56	

Monroe County, IN

500 N PROFILE PKWY, Bloomington, IN 47404
53-04-36-300-003.005-011



Parcel Information

Parcel Number:	53-04-36-300-003.005-011
Alt Parcel Number:	007-15610-05
Property Address:	500 N PROFILE PKWY Bloomington, IN 47404
Neighborhood:	17B RICHLAND TWP - COM
Property Class:	Parking Lot or Structure
Owner Name:	CMI Real Estate Holdings LLC
Owner Address:	750 N Daniels Way Bloomington, IN 47404
Legal Description:	007-15610-05 PT W1/2 SW 36-9-2W 31.23 A; Plat 191

Taxing District

Township:	RICHLAND TOWNSHIP
Corporation:	RICHLAND-BEAN BLOSSOM COMMUNITY

Land Description

Land Type	Acreage	Dimensions
11	31.23	

Monroe County, IN

750 C & D N Daniels Way, Bloomington, IN 47404-9120
53-04-35-401-008.000-011

Parcel Information

Parcel Number:	53-04-35-401-008.000-011
Alt Parcel Number:	007-19480-05
Property Address:	750 C & D N Daniels Way Bloomington, IN 47404-9120
Neighborhood:	21 RICHLAND TWP - COM
Property Class:	Vacant Land
Owner Name:	Cook Inc
Owner Address:	PO Box 489 Bloomington, IN 47402
Legal Description:	007-19480-05 PARK 48 PH 3 LOT 5

Taxing District

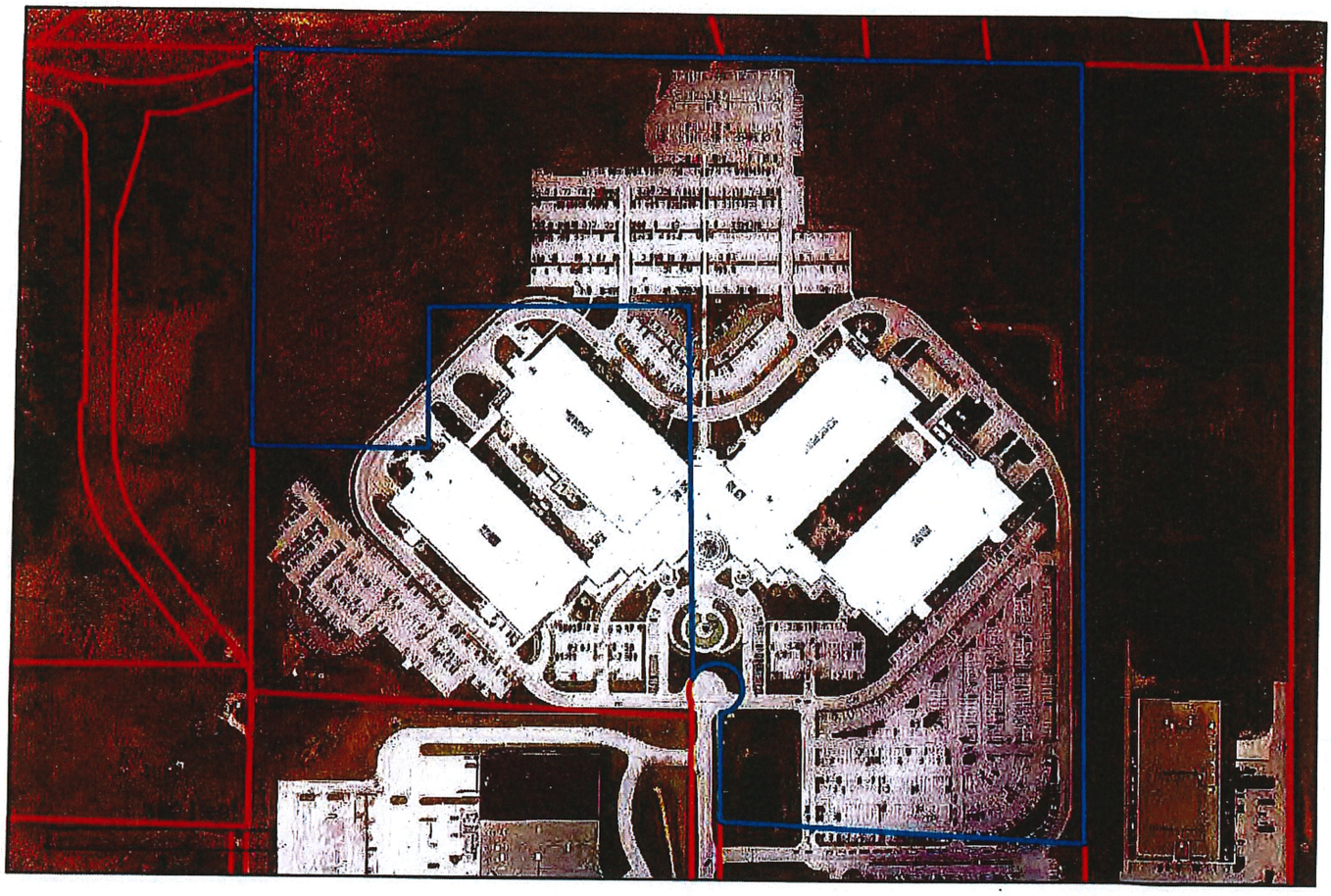
Township:	RICHLAND TOWNSHIP
Corporation:	RICHLAND-BEAN BLOSSOM COMMUNITY

Land Description

Land Type	Acreage	Dimensions
11	15.78	

Monroe County, IN

750 A & B N Daniels Way, Bloomington, IN 47404-9120
53-04-35-100-003.000-011



Parcel Information

Parcel Number:	53-04-35-100-003.000-011
Alt Parcel Number:	007-19480-04
Property Address:	750 A & B N Daniels Way Bloomington, IN 47404-9120
Neighborhood:	21 RICHLAND TWP - COM
Property Class:	Light Manufacturing & Assembly
Owner Name:	Cook Inc
Owner Address:	PO Box 489 Bloomington, IN 47402
Legal Description:	007-19480-04 PT E1/2 35-9-2W 44.00A; PLAT 83

Taxing District

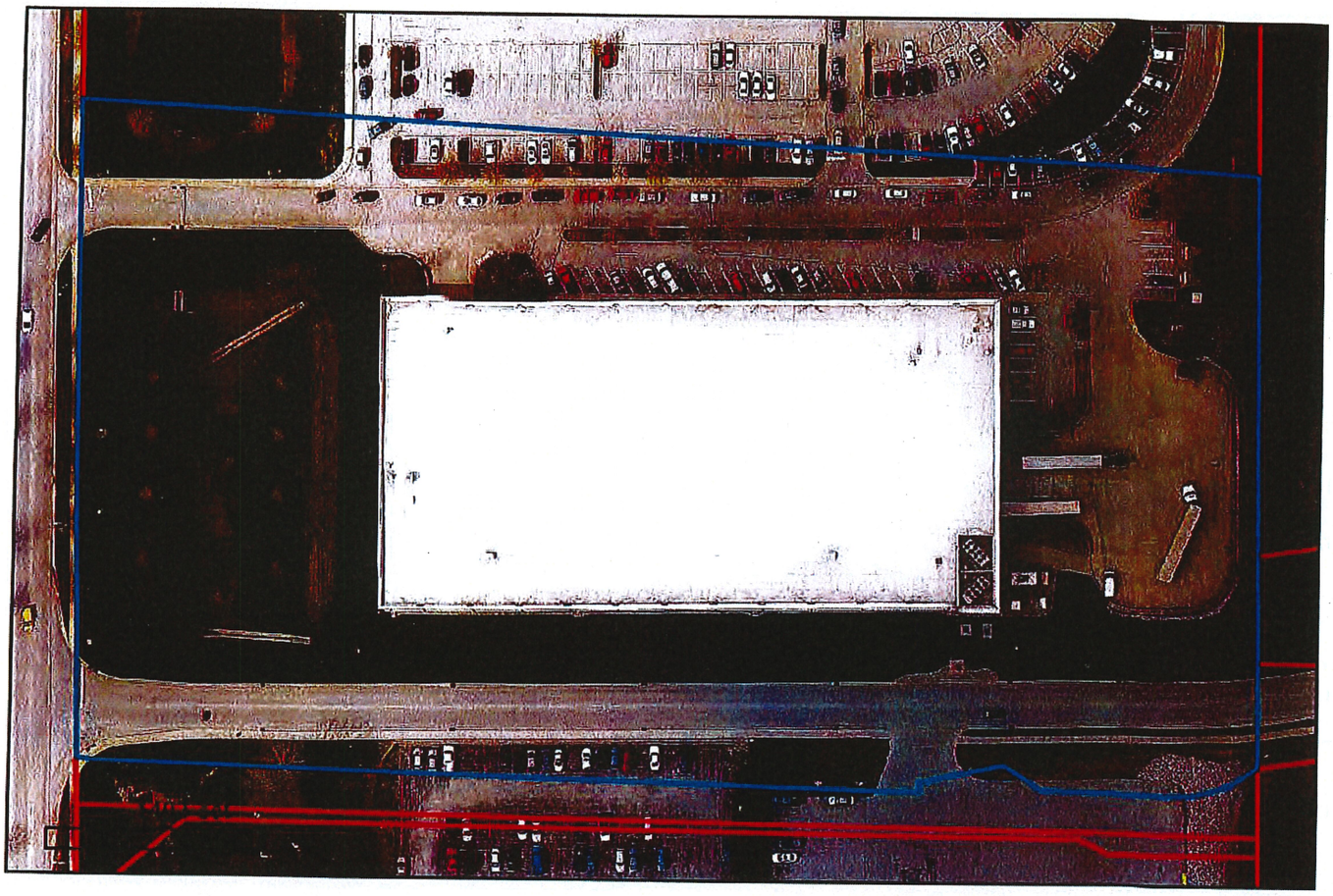
Township:	RICHLAND TOWNSHIP
Corporation:	RICHLAND-BEAN BLOSSOM COMMUNITY

Land Description

Land Type	Acreage	Dimensions
11	30.0	
13	14.0	

Monroe County, IN

400 N Daniels WAY, Bloomington, IN 47404-9120
53-04-35-400-009.000-011



Parcel Information

Parcel Number:	53-04-35-400-009.000-011
Alt Parcel Number:	007-19480-06
Property Address:	400 N Daniels WAY Bloomington, IN 47404-9120
Neighborhood:	21 RICHLAND TWP - COM
Property Class:	Industrial Warehouse
Owner Name:	Cook Inc
Owner Address:	PO Box 489 Bloomington, IN 47402
Legal Description:	007-19480-06 PT SE 35-9-2W 8.019A; PLAT 91

Taxing District

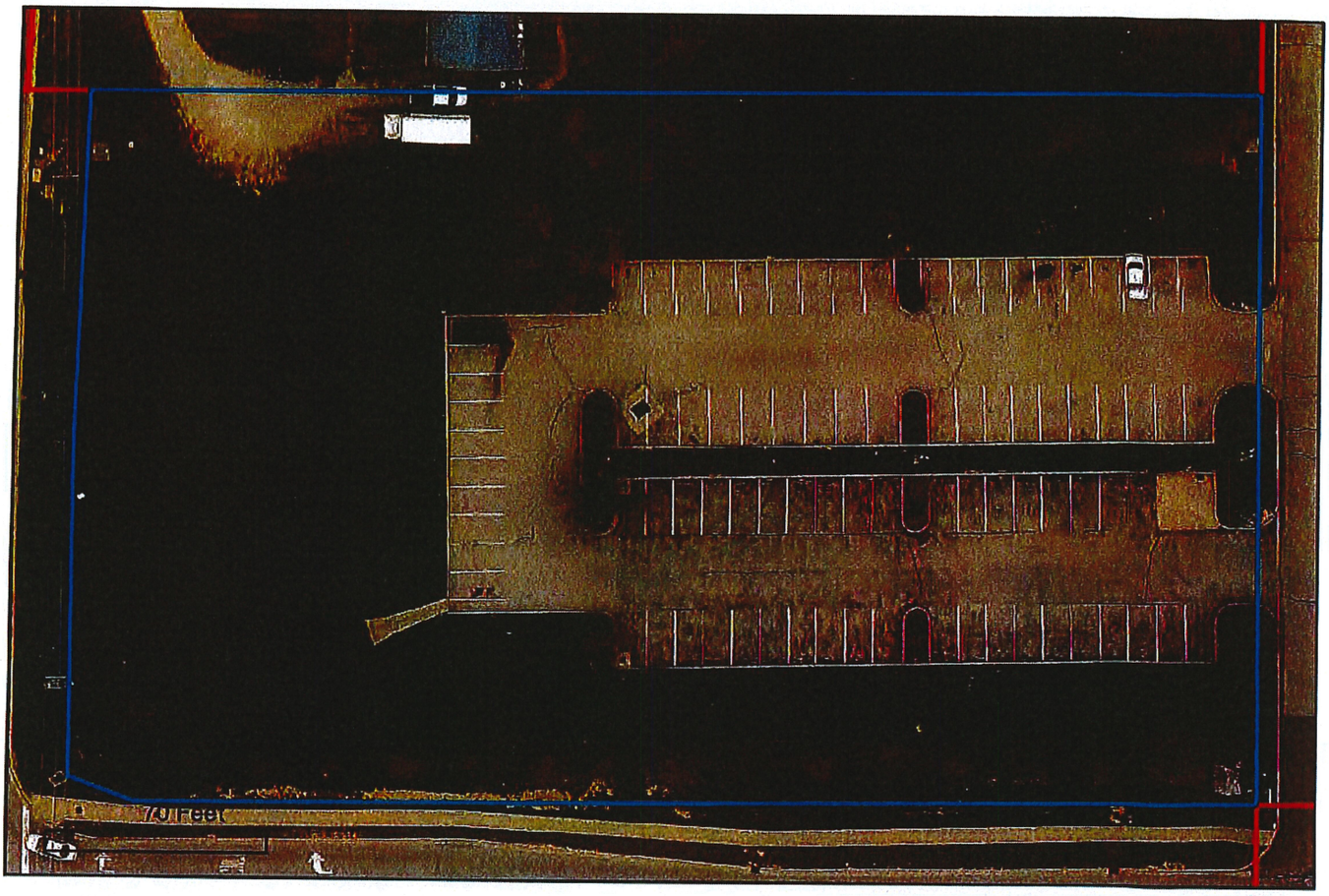
Township:	RICHLAND TOWNSHIP
Corporation:	RICHLAND-BEAN BLOSSOM COMMUNITY

Land Description

Land Type	Acreage	Dimensions
11	7.429	

Monroe County, IN

3800 W Constitution AVE, Bloomington, IN 47403-3176
53-09-01-401-004.000-015



Parcel Information

Parcel Number:	53-09-01-401-004.000-015
Alt Parcel Number:	016-24290-00
Property Address:	3800 W Constitution AVE Bloomington, IN 47403-3176
Neighborhood:	16 VAN BUREN TWP - COM/RES - A
Property Class:	Vacant Land
Owner Name:	Sabin Corporation
Owner Address:	c/o Cook Group Inc PO Box 1608 Bloomington, IN 47402
Legal Description:	016-24290-00 PARK 37 PH 9 PT LOT 19

Taxing District

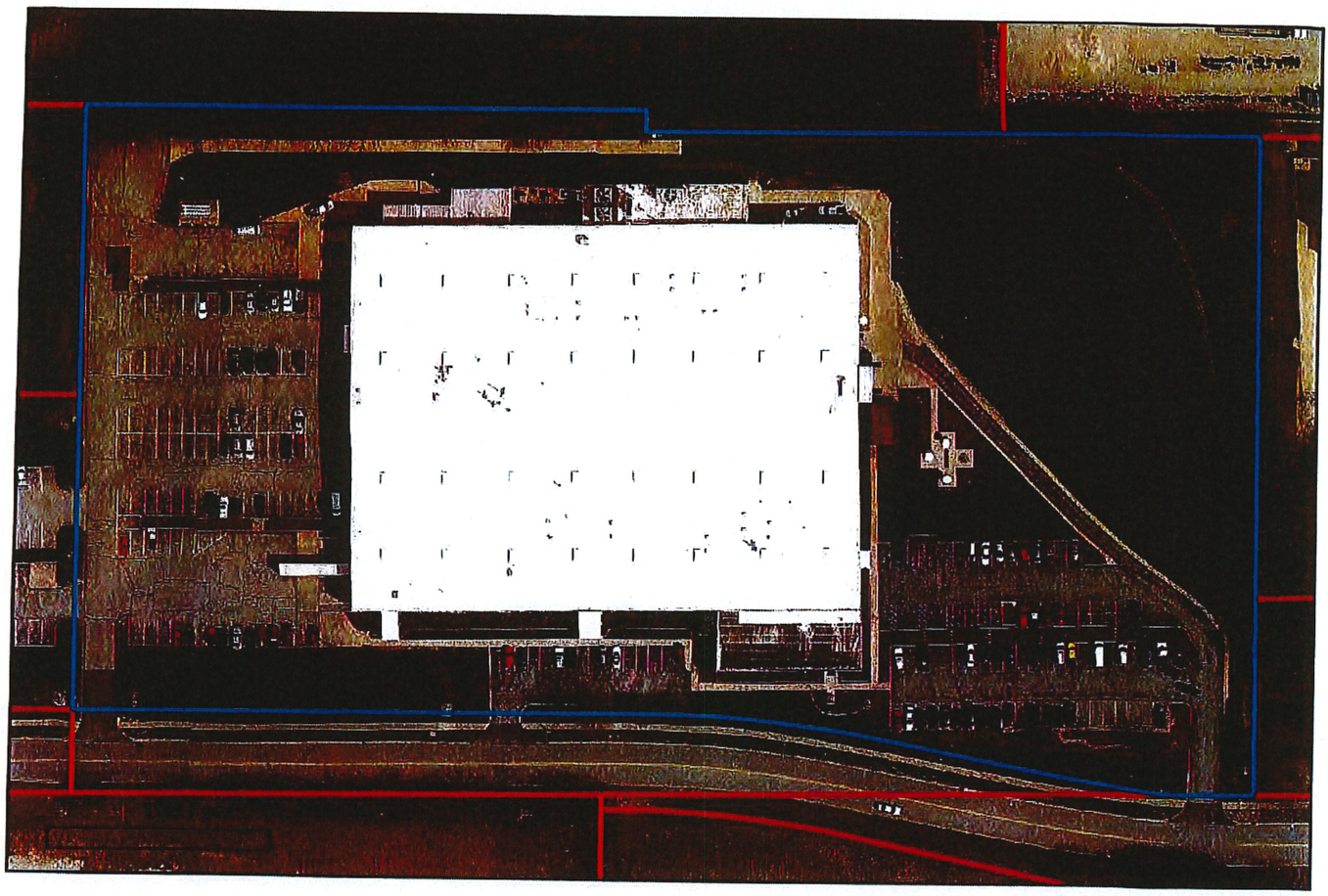
Township:	VAN BUREN TOWNSHIP
Corporation:	MONROE COUNTY COMMUNITY

Land Description

Land Type	Acreage	Dimensions
13	1.9	

Monroe County, IN

3800 W Constitution AVE, Bloomington, IN 47403-3176
53-09-01-401-001.000-015



Parcel Information

Parcel Number:	53-09-01-401-001.000-015
Alt Parcel Number:	016-24290-01
Property Address:	3800 W Constitution AVE Bloomington, IN 47403-3176
Neighborhood:	16 VAN BUREN TWP - COM/RES - A
Property Class:	Light Manufacturing & Assembly
Owner Name:	Sabin Corporation
Owner Address:	c/o Cook Group Inc PO Box 1608 Bloomington, IN 47402
Legal Description:	016-24290-01 PARK 37 PH 3 LOT 4 (8.68A)

Taxing District

Township:	VAN BUREN TOWNSHIP
Corporation:	MONROE COUNTY COMMUNITY

Land Description

Land Type	Acreage	Dimensions
11	5.0	
13	3.68	

EXHIBIT B

Tax Parcel Numbers of Properties

Owner	Township	Tax Parcel #
CGI Real Estate Holdings LLC	Richland	53-04-35-101-001.000-011
CGI Real Estate Holdings LLC	Richland	53-04-35-200-017.000-011
CGI Real Estate Holdings LLC	Richland	53-05-01-102-001.000-011
CMI Real Estate Holdings LLC	Richland	53-04-36-300-003.005-011
Cook Incorporated	Richland	53-04-35-401-008.000-011
Cook Incorporated	Richland	53-04-35-100-003.000-011
Cook Incorporated	Richland	53-04-35-400-009.000-011
Sabin Corporation	Van Buren	53-09-01-401-004.000-015
Sabin Corporation	Van Buren	53-09-01-401-001.000-015

Any parcel separated from any of the above listed parcels will also be deemed to be Covered Properties at the date of separation.

Also included in the definition of Covered Properties is personal property located at the physical address associated with the above Tax Parcel #s or the physical address associated with any parcels that are separated from the above listed parcels.

EXHIBIT C

Legal Descriptions of Cook Properties

[See attached]

CGI Real Estate Holdings LLC	Richland	53-04-35-101-001.000-011
CGI Real Estate Holdings LLC	Richland	53-04-35-200-017.000-011
CGI Real Estate Holdings LLC	Richland	53-05-01-102-001.000-011

DULY ENTERED
FOR TAXATION

APR 04 2013

Steve Snider
Auditor Monroe County, Indiana

2013005830 WAR $20.00
04/04/2013 03:17:12P 3 PGS
Jim Fielder
Monroe County Recorder IN
Recorded as Presented

Mail Tax Bills to:
P.O. Box 729
Bloomington IN 47402

WARRANTY DEED

THIS INDENTURE WITNESSETH that Stephen Daniel Blake and Heather DeNean Blake, husband and wife, of Monroe County, in the State of Indiana, CONVEY AND WARRANT to CGI Real Estate Holdings LLC, an Indiana limited liability company, of Monroe County, in the State of Indiana, for and in consideration of One Dollar ($1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the following Real Estate in Monroe County, in the State of Indiana, to-wit: 007-28150-22

Lot Number Twenty-two (22) in Northwest Park Subdivision, as shown by the recorded plat thereof, recorded in Plat Cabinet "C", Envelope 146, in the office of the Recorder of Monroe County, Indiana.

SUBJECT TO THE FOLLOWING:

1. All covenants, conditions, restrictions, easements, and encumbrances in the plat of Northwest Park , as shown by the recorded plat thereof recorded in Plat Cabinet "C ", Envelope 145 , in the office of the Recorder of Monroe County, Indiana, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

2. Declaration of Covenants, Conditions and Restrictions of Northwest Park dated July 24, 1995 and recorded July 24, 1995 in Miscellaneous Record 233 page 601 and modified by Modification of Conditions, Covenants, and Restrictions for Northwest Park dated August 18, 1998 and recorded September 8, 1998, in Miscellaneous Record 253 page 685 and further modified by Modification of Conditions Covenants and Restrictions for Northwest Park recorded September 29, 1998, in Miscellaneous Record 254 page 332 and amended by First

Amendment to Declaration of Covenants, Conditions and Restrictions of Northwest Park dated September 15, 2010 and recorded September 16, 2010, at Instrument No. 2010013906, all in the office of the Recorder of Monroe County, Indiana.

3. Boundary Survey by Jess A. Gwinn RLS No. 9300019 recorded May 3, 1996, in Survey Book 4 page 19, Instrument No. 607110, in the office of the Recorder of Monroe County, Indiana.

4. Subject to a 15' (fifteen foot) utility easement along South side and part of the Drainage Area along West side as per the recorded plat thereof.

5. Taxes for the year 2013 due and payable in 2014, and all subsequent taxes and assessments.

Dated this 3 day of April, 2013

Stephen Daniel Blake

Heather DeNean Blake

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Stephen Daniel Blake and Heather DeNean Blake, who acknowledged execution of the above and foregoing Warranty Deed this 3 day of April, 2013.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: June 20, 2016

Denise K Taylor
Notary Public

Residing in Monroe County

Denise K Taylor
Printed Name

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Michael L. Carmin

This instrument prepared by Michael L. Carmin, Attorney at Law, Andrews, Harrell, Mann, Carmin & Parker, A Professional Corporation, 400 W. 7th Street, Suite 104, P.O. Box 2639, Bloomington, IN 47402-2639

362071/5693-01AT

DULY ENTERED
FOR TAXATION

SEP 25 2008

Sandra M. Thewmann
Auditor Monroe County, Indiana

2008016130 WAR $21.00
09/25/2008 02:03:47P 3 PGS

Monroe County Recorder IN
Recorded as Presented

Mail Tax Bills to:
750 DAMels Way
Bloomington IN 47403

WARRANTY DEED

THIS INDENTURE WITNESSETH that Northwest Park Corporation, an Indiana corporation, of Monroe County, in the State of Indiana, CONVEYS AND WARRANTS to CGI Real Estate Holdings LLC, of Monroe County, in the State of Indiana, for and in consideration of One Dollar ($1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the following Real Estate in Monroe County, in the State of Indiana, to-wit:

Tract 1
Part of the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 35, Township 9 North, Range 2 West, Monroe County, Indiana.

Beginning at a 4" x 5" Stone 1" tall marked with an "x" at the Northwest Corner of the Northeast Quarter of the Northwest Quarter Section 35, Township 9 North, Range 2 West; thence along the North line of said quarter quarter, South 89 degrees 11 minutes 20 seconds East 1327.30 feet to a 5/8" rebar with an SNA cap, also being the Northeast Corner of the Northeast Quarter of the Northwest Quarter of Section 35; thence continuing along the North line of said section. SOUTH 89 degrees 19 minutes 19 seconds East, 312.12 feet to a 5/8" rebar with an SNA cap on the West line of Lots 21 and 20 and continuing along said west line for the next 4 calls; thence along said west line, South 00 degrees 44 minutes 09 seconds East 461.04 feet; South 83 degrees 47 minutes 46 seconds West 23.40 feet; thence SOUTH 00 degrees 00 minutes 00 seconds West 319.38 feet; thence South 52 degrees 03 minutes 46 seconds West 863.84 feet; thence leaving said West line and following the South line of said Quarter Quarter, North 89 degrees 12 minutes 57 seconds West 922.01 feet to a ½" rebar also being the Southwest Corner of the Northeast Quarter of the Northwest Quarter of Section 35; thence leaving said South line of said quarter quarter and continuing along the West line of said quarter quarter section: North 00 degrees 48 minutes 30 seconds West 1324.00 feet to the Point of Beginning. Containing 45 Acres, more or less. 007-28140-00
007-28160-00

Tract 2
Access easement for ingress and egress along the north side of Lot 20 as shown on the plat of Northwest Park Subdivision recorded July 24, 1995 in Plat Cabinet C envelope 146, and in Final Plat Amendment recorded August 28, 1996 in Plat Cabinet C envelope 187, and as per the Declaration of Covenants, Conditions and Restrictions of Northwest Park recorded July 24, 1995 in Miscellaneous Record 233 page 601, all in the office of the Recorder of Monroe County, Indiana.

SUBJECT TO THE FOLLOWING:

1. All taxes, liens and encumbrances of record.

Dated this 23 day of September, 2008

Northwest Park Corporation

By: Harold A. Harrell

Harold A. Harrell

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared, Harold A. Harrell, for Northwest Park Corporation, who acknowledged execution of the above and foregoing Warranty Deed this 23 day of September, 2008.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: June 20, 2016

Residing in Monroe County

Denise K Taylor
Notary Public

Denise K. Taylor
Printed Name

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Michael L. Carmin

This instrument prepared by Michael L. Carmin, Attorney at Law, Andrews, Harrell, Mann, Carmin & Parker, A Professional Corporation, 400 W. 7th Street, Suite 104, P.O. Box 2639, Bloomington, IN 47402-2639

284728/5309-02AT

RECORD DESCRIPTION

Part of the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 35, Township 9 North, Range 2 West, Monroe County, In.

Beginning at a 4"x 5" Stone 1" tall marked with an "X" at the Northwest Corner of the Northeast Quarter of the Northwest Quarter Section 35, Township 9 North, Range 2 West; thence along the North line of said quarter, quarter, SOUTH 89 degrees 11 minutes 20 seconds East 1327.30 feet to a 5/8" rebar with a SNA cap, also being the Northeast Corner of the Northeast Quarter of the Northwest Quarter of Section 35; thence continuing along the North line of said section, SOUTH 89 degrees 19 minutes 19 seconds East, 312.12 feet to a 5/8" rebar with an SNA cap on the West line of Lots 21 and 20 and continuing along said west line for the next 4 calls; thence along said west line, SOUTH 00 degrees 44 minutes 03 seconds East 461.04 feet; thence SOUTH 83 degrees 47 minutes 46 seconds West 23.40 feet; thence SOUTH 00 degrees 00 minutes 00 seconds West 319.38 feet; thence SOUTH 52 degrees 03 minutes 46 seconds West 863.84 feet; thence leaving said West line and following the South line of said Quarter Quarter, NORTH 89 degrees 12 minutes 57 seconds West 922.01 feet to a 1/2" rebar also being the Southwest Corner of the Northeast Quarter of the Northwest Quarter of Section 35; thence leaving said South line of said quarter/quarter and continuing along the West line of the said quarter/quarter section; NORTH 00 degrees 48 minutes 30 seconds West, 1324.00 feet to the Point of Beginning. Containing 45 Acres, more or less.

NOTE: SEE SURVEYS REPORT
2ND PAGE

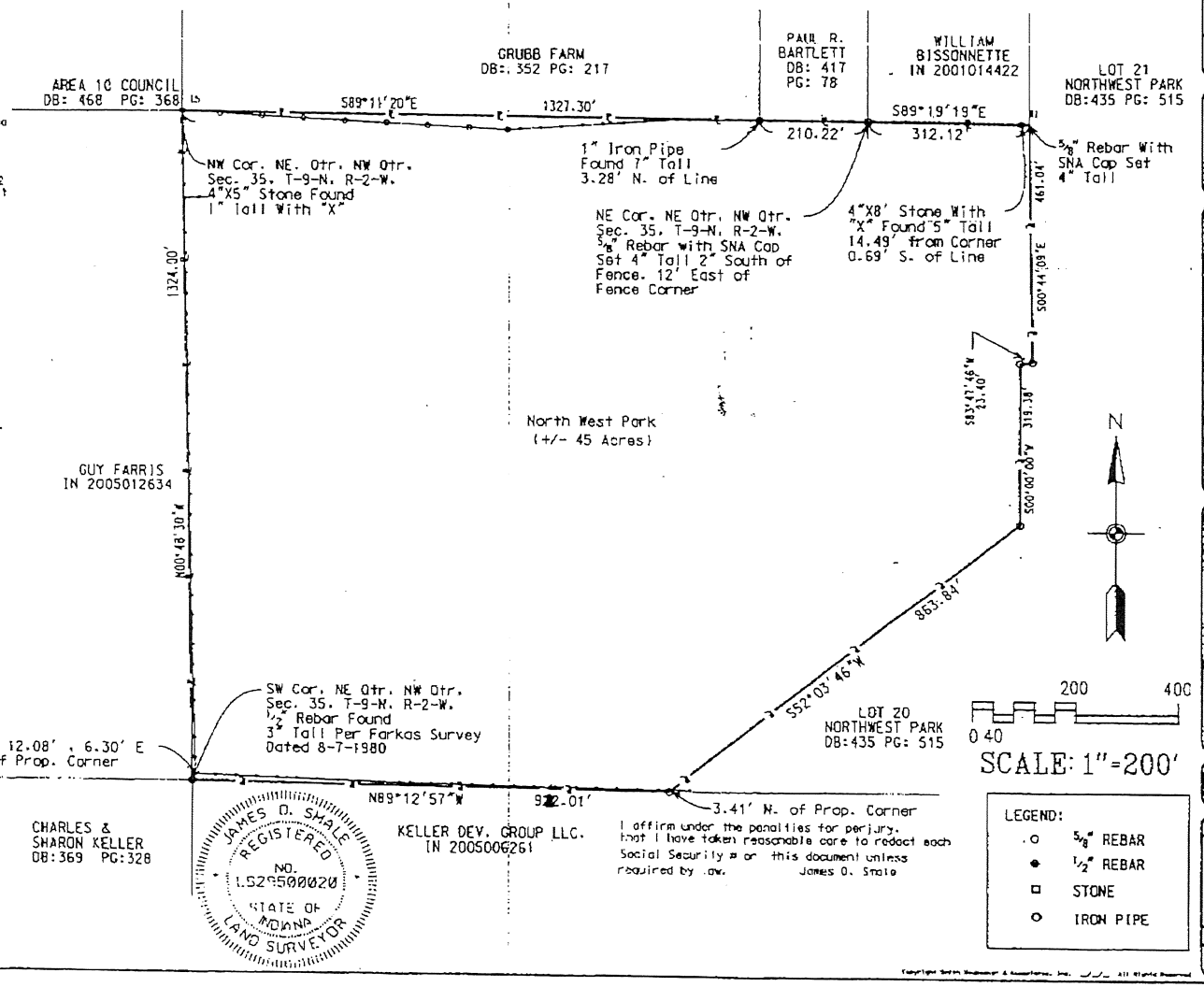
TITLE NOTE
The within survey was prepared utilizing Ticor Title Insurance Company Commitment Number 5309-02AT, effective date September 3, 2008. A copy of said commitment was provided to Smith Neubecker and Associates, Inc. by Erick Ponader of Taft Stettinius & Hollister, LLP. All easements or Rights of ways listed in said Commitment are shown record Plat for Northwest Park (Plat Cabinet "C", Envelope 146).

To CCI Real Estate Holdings, LLC and Ticor Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2005, and does not include items of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Indiana, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.

Date: September 23, 2008

James D. Smale, PLS
Registration No. 29500020



I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security # or this document unless required by law. James D. Smale

NORTHWEST PARK
45 ACRE BDRY
PART OF NW 1/4 OF SEC. 35, T9N, R2W

4417
SHEET 1 of 2
6/30/08
BDRY

CMI Real Estate Holdings LLC	Richland	53-04-36-300-003.005-011

EXHIBIT "A"

Legal Description

A part of the Southwest quarter of Section 36, Township 9 North, Range 2 West,
Richland Township, Monroe County, Indiana, more specifically described as follows:

Commencing at a P.K. nail found marking the northeast corner of said Southwest quarter; Thence on the east line of said Southwest quarter and on and along Curry Pike South 00 degrees 33 minutes 58 seconds West (assumed basis of bearings) 1,815.00 feet; Thence leaving said east line and Curry Pike North 88 degrees 26 minutes 04 seconds West 46.98 feet to a 5/8 inch diameter rebar with a cap engraved "Bynum Fanyo 890006" (called "monument" for the remainder of this description) set; Thence continuing North 88 degrees 26 minutes 04 seconds West 2,582.24 feet to a monument set; Thence on a line 24 feet East of the west line of said Southwest quarter North 00 degrees 24 minutes 56 seconds East 50.00 feet to a monument set at the true Point of Beginning; Thence South 88 degrees 26 minutes 04 seconds East 614.29 feet to a monument set; Thence North 01 degree 33 minutes 14 seconds East 925.00 feet to a monument set; Thence South 88 degrees 26 minutes 46 seconds East 350.00 feet to a monument set; Thence North 01 degree 33 minutes 14 seconds East 350.00 feet to a monument set; Thence South 88 degrees 26 minutes 46 seconds East 168.00 feet to a monument set; Thence North 01 degree 33 minutes 14 seconds East 419.68 feet to a monument set on the south line of the Board of County Commissioners of Monroe County for Profile Parkway (Deed Record 435, page 535, Monroe County Recorder); Thence on the south line of Profile Parkway North 88 degrees 26 minutes 53 seconds West 701.34 feet to a monument set at the beginning of a curve concave to the southeast and having a radius of 445.00 feet; Thence on said curve Southwesterly 691.69 feet through a

central angle of 89 degrees 03 minutes 28 seconds to a monument set; Thence on a non-tangent line North 89 degrees 35 minutes 04 seconds West 11.00 feet to a monument set; Thence leaving said south line of Profile Parkway and on said line 24 feet East of the west line of said Southwest quarter South 00 degrees 24 minutes 56 seconds West 1,257.00 feet to the Point of Beginning but subject to all rights-of-way and easements of records according to a survey by Douglas R. Curry, Registered Surveyor No.890006 in November of 2006.

Cook Incorporated	Richland	53-04-35-401-008.000-011
Cook Incorporated	Richland	53-04-35-100-003.000-011
Cook Incorporated	Richland	53-04-35-400-009.000-011

Part of the Southeast Quarter and part of the Northeast Quarter of Section 35, Township 9 North, Range 2 West, Monroe County, State of Indiana, bounded and described as follows:
Beginning at an iron pin which point is 3,097.63 feet North 01 degrees 33 minutes 23 seconds East of the southwest corner of the Southeast Quarter of said Section 35 in said Township and Range (which iron pin is the northwest corner of Lot Number 5 of Park 48 Phase 3 Subdivision); thence North 01 degrees 33 minutes 23 seconds East, 873.35 feet along the west line of the Southeast Quarter and the west line of the Northeast Quarter to an iron pin; thence South 86 degrees 53 minutes 48 seconds East, 1,784.02 feet to an iron pin; thence South 01 degrees 47 minutes 59 seconds West, 1566.00 feet to a point; thence North 86 degrees 53 minutes 48 seconds West, 767.13 feet to a point on the East right-of-way of Daniel's Way; thence North 01 degrees 33 minutes 23 seconds East 147.12 feet along said East right-of-way to an iron pin; thence along the curved right-of-way of Daniel's Way along an arc to the right an arc length of 46.36 feet to an iron pin, said curve being subtended by a long chord bearing of North 28 degrees 07 minutes 18 seconds East and a chord length of 44.72 feet, said curve having a radius of 50.00 feet to an iron pin; thence along the curved right-of-way of Daniel's Way an arc to the left and arc length of 203.44 feet. said curve being subtended by a long chord bearing of North 61 degrees 52 minutes 42 seconds West and a chord length of 89.44 feet, said curve having a radius of 50.00 feet to an iron pin; thence North 01 degrees 33 minutes 23 seconds East, 818.90 feet along the east line of Lot Number 5 of Park 48, Phase 3 Subdivision to an iron pin; thence West 569.99 feet along the northernmost line of said Lot 5 to an iron pin; thence South, 300.00 feet along the line of said Lot 5 to an iron pin; thence West, 388.38 feet along the north line of said Lot 5 to the point of beginning and containing 43.995 acres, more or less.

AND ALSO

Part of the Southeast Quarter of Section 35, Township 9 North, Range 2 West, Monroe County, State of Indiana, bounded and described as follows:
Beginning at a point which is 2404.82 feet North 01 degrees 33 minutes 23 seconds East of and 1010.24 feet South 86 degrees 53 minutes 48 seconds East of the Southwest corner of the Southeast Quarter of said Section 35; thence South 01 degrees 33 minutes 23 seconds West, 466.42 feet along the East right-of-way of Daniel's Way to an iron pin; thence South 88 degrees 26 minutes 37 seconds East, 764.96 feet along the North line of Lot 3 of Park 48, Phase 2 Subdivision, to an iron pin at the Northeast corner of said Lot 3; thence North 01 degrees 47 minutes 59 seconds East, 445.71 feet to a point; thence North 86 degrees 53 minutes 48 seconds West, 767.13 feet to the point of beginning and containing 8.019 acres, more or less.

ALSO, Lot Numbered five (5) of Park 48, Phase 3 Subdivision as recorded in the office of the Monroe County, Indiana Recorder on February 23, 1995.

Sabin Corporation	Van Buren	53-09-01-401-001.000-015
Sabin Corporation	Van Buren	53-09-01-401-004.000-015

3800 Constitution Dr. ORIGINAL
Bloomington IN 47403

RECORDED
A.M.____ P.M. 1:44

JAN 12 1996

CORPORATE WARRANTY DEED

600614

BOOK 441 PAGE 148

RECORDER MONROE CO., IN

THIS INDENTURE WITNESSETH, That CORPORATE MEDICAL SERVICES, INC., a Florida corporation authorized to do business in the State of Indiana, ("Grantor") CONVEYS AND WARRANTS to SABIN CORPORATION, an Indiana corporation, for the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Monroe County, in the State of Indiana:

Lot Number Four (4) PARK 37, PHASE III, as shown by the Plat thereof, recorded in Plat Book 8, page 123, now Plat Cabinet B, Envelope 348, in the office of the Recorder of Monroe County, Indiana.

Lot Number Nineteen (19) PARK 37, PHASE IX, as shown by the Plat thereof, recorded in Plat Cabinet C, Envelope 164, in the office of the Recorder of Monroe County, Indiana.

Together with a non-exclusive easement for ingress and egress over and along Liberty Drive.

SUBJECT to all easements, setbacks and rights of way of record in the recorded Plats for Lot Number Four (4), PARK 37, PHASE III, recorded in Plat Cabinet B, Envelope 348, and for Lot Number Nineteen (19) recorded in Plat Cabinet C, Envelope 164, in the office of the Recorder of Monroe County, Indiana.

SUBJECT to the Amended Declaration of Development Standards, Covenants and Restrictions Park 37, recorded September 19, 1991, as Instrument No. 112821, in Misc. Record 210, pages 162-178, and referred to in the recorded Plat for Lot 17, Park 37, Phase VIII, recorded in the office of the Recorder of Monroe County, Indiana.

SUBJECT to taxes for the year 1995, due and payable in May and November, 1996, and all subsequent taxes and assessments.

NO GROSS INCOME TAX DUE AS A RESULT OF THIS CONVEYANCE.

Bill C. Brown, President, and Lois C. Tenney, Assistant Secretary, hereby certify that they are duly elected and acting officers authorized by the Board of Directors of Corporate Medical Services, Inc., a Florida Corporation, to execute documents on behalf of said Corpration.

IN WITNESS WHEREOF, the Grantor has executed this deed, this 12th day of January, 1996.

CORPORATE MEDICAL SERVICES, INC.
a Florida Corporation

By _____
Bill C. Brown, President

ATTEST:
Lois C. Tenney
Lois C. Tenney, Assistant Secretary

DULY ENTERED
FOR TAXATION

JAN 12 1996

Margaret Cook
Auditor Monroe County, Indiana

016-24290-00
016-24290-01

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Subscribed and sworn to before me, a notary public in and for said County and State, this 12th day of January, 1996, at which time Bill C. Brown and Lois C. Tenney, President and Assistant Secretary, respectively, of Corporate Medical Services, Inc., a Florida corporation authorized to do business in the State of Indiana, as GRANTOR, personally appeared and acknowledged the execution of the above and foregoing WARRANTY DEED to be a voluntary act and deed.

Harriette V. Duncan
Printed: Harriette V. Duncan
Notary Public Residing in
Monroe County, Indiana

My Commission Expires:
January 24, 1999

This Instrument Prepared by:
Frank A. Barnhart, Attorney at Law
P.O. Box 1234
Bloomington, Indiana 47402
812-332-9476

EXHIBIT D

The Payment in Lieu of Annexation of one hundred thousand dollars ($100,000) from Cook to the City required under paragraph 4 of this Agreement shall remain at that amount for the five annual payments from 2018 through 2022.

For the ten annual payments due beginning in May 2023 and thereafter the amount due is determined based on achievement of year-over-year increases in employment and investments above 2017 baselines as follows:

1. Cook has a 2017 baseline employment of full time equivalent employees in or at the Covered Properties of 3,144 (the "Baseline").

2. As of December 31, 2022 and annually thereafter through termination of this Agreement, Cook shall have achieved for the year just ending an increase in its full time equivalent employment count related to the Covered Properties at the minimum levels set forth in the chart below, and Cook shall continue to maintain employment at the increased levels achieved.

3. As of December 31, 2022 and annually thereafter through termination of this Agreement, Cook shall have made in the year just ending net new investment in real estate improvements and/or new personal property acquisitions related to the Covered Properties at the minimum levels set forth in the chart below.

4. If at any point during the term of the Agreement Cook achieves employment growth of 500 additional full time equivalent employees above the Baseline, and maintains employment at that level for the remaining term of the Agreement, and Cook reaches one hundred million dollars ($100,000,000) of net new investment overall, the annual Payment in Lieu of Annexation shall remain at one hundred thousand dollars ($100,000) for the remaining term of the Agreement.

5. Beginning in 2023 and thereafter, the annual Payment in Lieu of Annexation in a) any year in which Cook is unable to achieve any applicable annual requirements specified in this Exhibit D, and/or b) any year in which Cook has failed to maintain employment or investment at the previously achieved levels, shall be $250,000.

By December 31	Employment Level	Cumulative Net New Investment
2022	3,194*	$10,000,000
2023	3,244	$20,000,000
2024	3,294	$30,000,000
2025	3,344	$40,000,000
2026	3,394	$50,000,000
2027	3,444	$60,000,000
2028	3,494	$70,000,000
2029	3,544	$80,000,000
2030	3,594	$90,000,000
2031	3,644	$100,000,000

*Baseline (3,144) + 50