

ORDINANCE 79-73

To Ratify and Approve an Agreement in Lieu of Annexation with General Electric Company, Otis Elevator Company, Westinghouse Electric Corporation, Wetterau, Incorporated, and Cook, Incorporated.

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

SECTION I. The Agreement in Lieu of Annexation between the City of Bloomington and General Electric Company, Otis Elevator Company, Westinghouse Electric Corporation, Wetterau, Incorporated, and Cook, Incorporated, approved by the Board of Public Works on September 25, 1979 is hereby ratified and approved by the Common Council of the City of Bloomington.

SECTION II. The monies received by the City pursuant to this Agreement shall be deposited in the Special Non-Reverting Improvement Fund created by Ordinance 79-74.

SECTION III. Severability. If any section, sentence or provision of this Ordinance, or the application thereof to any person or circumstance 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 IV. This ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor.

PASSED and ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 4th day of October, 1979.



Tomilea Allison, President
Bloomington Common Council

ATTEST:



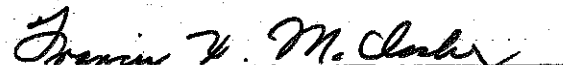
City Clerk

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this 5th day of October, 1979.



City Clerk

SIGNED and APPROVED by me upon this 5th day of October, 1979.



Francis X. McCloskey, Mayor
City of Bloomington

SYNOPSIS

State law permits cities to enter into contracts with industries instead of annexing them. This Ordinance approves such a contract with General Electric, Otis, Westinghouse, Wetterau, and Cook, Inc. The Industries will pay the City \$1,500,000 over twelve years and the City will not annex them for fifteen years. The City will not have to provide any more services than it is providing now.

FISCAL IMPACT STATEMENT

Appropriation Ordinance # _____ Ordinance # 79-73 Resolution # _____

Type of Legislation:

Appropriation _____	End of Program _____	Penal Ordinance _____
Budget Transfer _____	New Program _____	Grant Approval _____
Salary Change _____	Bonding _____	Administrative Change _____
Zoning Change _____	Investments _____	Short-Term Borrowing _____
New Fees _____	Annexation _____	Other <u>ratification of agreement</u>

If the legislation directly affects City funds, the following must be completed by the City Controller:

Cause of Request:

Planned Expenditure _____ Emergency _____
 Unforeseen Need _____ Other _____

Funds Affected by Request:

Fund(s) Affected	<u>Special Man-Reserting Improvement Fund</u>	
Fund Balance as of January 1	\$ _____	\$ _____
Revenue to Date	_____	_____
Revenue Expected for Rest of Year	_____	_____
Appropriations to Date	_____	_____
Unappropriated Balance	_____	_____
Effect of Proposed Legislation (+/-)	<u>+ \$ 125,000 / year</u>	_____
Projected Balance	\$ _____	\$ _____

Signature of Controller Patricia A. Cross

Will the legislation have a major impact on existing City appropriations, fiscal liability or revenues? Yes _____ No Revenue is additional to existing funds.

If the legislation will not have a major fiscal impact, explain briefly the reason for your conclusion.

If the legislation will have a major fiscal impact, explain briefly what the effect on City costs and revenues will be and include factors which could lead to significant additional expenditures in the future. Be as specific as possible. (Continue on second sheet if necessary)

Agency submitting legislation _____
 By Patricia A. Cross Date September 6, 1979

I HEREBY MOVE THAT ORDINANCE _____ APPROPRIATION _____

ORDINANCE # 79- 73, ENTITLED

Ratify Westside Industry in Lieu
of Amcason Agreement

BE INTRODUCED AND READ FOR FOR FIRST READING BY TITLE

ONLY AT THE COUNCIL MEETING HELD ON

9/20/79

John F. Richards

(Signature)

A G R E E M E N T

THIS AGREEMENT, made and entered into as of the fifth day of October, 1979, between the City of Bloomington, Indiana, hereinafter referred to as the "City", and the undersigned industries and businesses located in Richland and Van Buren Townships, in Monroe County, Indiana, hereinafter referred to as the "Industries", WITNESSETH:

WHEREAS, the City of Bloomington and the Industries located in the vicinity of but beyond the corporate limits of the City recognize mutual interests and benefits in relationship to each other; and the Industries desire to share some of the financial support of the City; and the City recognizes the need to provide certain services to the benefit of the Industries and the community adjacent to the Industries; and

WHEREAS, the Industries are the owners and/or lessees of personal property and real estate in Richland and Van Buren Townships, Monroe County, Indiana, located outside of but contiguous to and/or in the vicinity of the City of Bloomington, Indiana; said real estate being set forth and described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the City recognizes that immediate inclusion of the Industries within the corporate limits of the City is not consistent with most industrial planning processes, and that the encouragement of industrial expansion by these Industries and a contract for services in lieu of annexation with a specified term is in the mutual best interests of the City and the Industries; 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) This Agreement is entered into pursuant to the provisions of Section 404 of Chapter 239 of the 1969 Acts of the General Assembly of the State of Indiana, IC 1971, 18-5-10-22, and is for a term of fifteen (15) years, beginning on the date of final approval by the Common Council of the City of Bloomington, Indiana, and ending 15 years thereafter.

2) The parties hereto agree and declare as follows:

A) the Industries are a distinct asset to the Bloomington community;

- B) the Industries, and each of them, benefit both directly and indirectly by the fact of their residence in the Bloomington community;
- C) it is to the mutual interests of the parties hereto and to the community in general that the Industries receive services of the City and share the financial support of the City;
- D) such mutual interests can best be served by the Industries making the payments herein stipulated to the City on a contractual basis, rather than by annexation of the Industries' properties to the City.

3) It is agreed between the City and the Industries that the Industries will pay to the City One Million Five Hundred Thousand Dollars (\$1,500,000.00), payable at the rate of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) per year for twelve (12) years. The Industries shall make the payment in proportions as follows:

General Electric Company	25.7 per cent
Otis Elevator Company	33.0 per cent
Westinghouse Electric Corporation	27.8 per cent
Wetterau, Inc.	11.9 per cent
Cook Incorporated	1.6 per cent

4) The yearly payments shall be made in two (2) equal installments on or before the first Monday of May and the first Monday of November of each year, beginning with the first May or November after final approval by the Common Council of the City of Bloomington, Indiana. At no time shall payments not be due and payable in May and November of each year. Provided, however, that, pursuant to the statute cited in Section 1, the obligations of the parties hereunder shall, if not sooner terminated, terminate 15 years from the effective date of this Agreement.

5) Pursuant to the terms of this Agreement, the personal property and real estate of the Industries located in Richland and Van Buren Townships, Monroe County, Indiana, and described in Exhibit "A", shall not be subject to annexation by the City prior to 15 years from the effective date of this Agreement and it is agreed between the parties hereto that no part of said personal property and real estate owned and/or leased by said Industries described in Exhibit "A" and now located outside of the corporate limits of the City of Bloomington, Indiana, shall be annexed to

the City prior to 15 years from the effective date of this Agreement.

6) The funds herein provided for to be paid by the Industries to the City may be used for any legal public purpose.

7) The City agrees that it will continue to furnish to the area described in Exhibit "A" municipal services, both governmental and proprietary, of the same nature and the same level as it is providing the industry 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 said services to another location not included in Exhibit "A".

8) It is expressly understood and agreed that this Agreement is the individual contract of each of the Industries with the City, and that the obligations herein provided for are several and not joint as to the Industries; and that the obligations assumed herein by each of the industries is limited to its payments as specified in Section 3 and does not extend to the payments of any other Industry.

9) The Industries agree to be bound by their obligations contained herein for the full term of this Agreement even in the event that they might cease operation or remove their plant of operations to an area not included in Exhibit "A".

10) Any Industry which is a party to this Agreement, upon the sale or lease or sublease of any of its Bloomington area business facilities described in Exhibit "A" or a part thereof, may, but need not, assign all or part of its rights hereunder to such purchaser, lessee or sub-lessee, and in the event of such an assignment, such purchaser, lessee or sub-lessee shall become a party to this Agreement and the new party and the City shall be bound by the terms hereof. Such conveyance or assignment shall not alter the obligation or rights of the City as contained herein.

11) This Agreement shall become effective when executed by the parties hereto and approved and ratified by the Common Council of the City of Bloomington, Indiana.

12) In the event that any party to this Agreement fails to

timely perform any of the obligations specified in this Agreement, then the other party, after notice to such party as hereinafter provided, may: a) at its option, declare this Agreement null and void as to the breaching party; or b) deem such failure a breach of the Agreement.

In the event a party feels a failure to perform an obligation of this Agreement has occurred, it shall notify the defaulting party by certified mail of said failure, specifying the date by which such failure should be corrected, and may then initiate any action at law or equity to remedy such failure after the date specified if the default has not been cured. The date specified shall not be less than 60 days from the date of the notice. Any disputed amounts shall be placed with a mutually agreed upon escrow agent until such time as the dispute is resolved. Any payments made by the defaulting party under this Agreement shall remain with the other party as liquidated damages.

In the event the party deems that such failure renders this Agreement null and void, then it shall so notify the defaulting party by certified mail of the default and the date by which such failure must be corrected (which shall not be less than 60 days from the date of the Notice) and may 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.

It is further agreed by the parties hereto that the failure of a party to pursue its remedies herein shall not be deemed a waiver of the right to proceed against the same party or any other party hereto at a future time.

IN WITNESS WHEREOF, this Agreement is executed for and on behalf of the City of Bloomington, Indiana, by the Mayor and the Board of Public Works, and attested by the City Clerk and the seal of the City affixed, and the Industries have caused this Agreement to be executed by their respective duly authorized officers and their corporate seals affixed, all as of the date first above written. 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

ATTEST:

By: Francis X. McCloskey
Francis X. McCloskey, Mayor
City of Bloomington

Nora M. Connors
Nora M. Connors, City Clerk

(Seal)

BOARD OF PUBLIC WORKS, CITY OF BLOOMINGTON, INDIANA

Frank N. Hrisomalos, M.D.
Martha Sims
Martha Sims
Tobiatha Eagleson
Tobiatha Eagleson
Dated: October 9, 1979

ATTEST:

GENERAL ELECTRIC COMPANY

[Signature] 12/4/79

By: [Signature]
Dated: 12/4/79

ATTEST:

OTIS ELEVATOR COMPANY

By: [Signature]
Dated: 12/12/79

ATTEST:

WESTINGHOUSE ELECTRIC CORPORATION

By: [Signature]
Dated: 12-10-79

ATTEST:

WETTERAU, INC.

[Signature]

By: [Signature]
Dated: 12-14-79

ATTEST:

COOK, INCORPORATED

[Signature]

By: [Signature]
Dated: 11-30-79

EXHIBIT "A"

GENERAL ELECTRIC COMPANY:

Part of the Southwest quarter of Section Thirty-six (36), Township Nine (9) North, Range Two (2) West, bounded as follows, to-wit:
Beginning Twenty-four (24) feet East of the Northwest corner of said Southwest quarter, running thence East to the Northeast corner of said Southwest quarter, thence South One Hundred Ten (110) rods, thence West to a point Twenty-four (24) feet East of the West line of said Southwest quarter, thence North One Hundred Ten (110) rods to the place of beginning.

OTIS ELEVATOR COMPANY

A part of the Southeast Quarter and a part of the Northeast Quarter of Section 1, Township 8 North, Range 2 West, beginning at the Southeast corner of the said Southeast Quarter. Thence, running North 0 degrees and 30 minutes East for a distance of 3362.5 feet and to the South right of way line of the Illinois Central Railroad. Thence, running South 65 degrees and 47 minutes West over and along the South right of way line of the Illinois Central Railroad for a distance of 680 feet and to the East line of the Ivan Brashaber Four Acre Tract. Thence, running South for a distance of 445.5 feet and to the East and West Half Section line; thence, running West over and along the Half Section line for a distance of 792 feet and to the South right of way line of the Illinois Central Railroad; thence, running South 55 degrees and 41 minutes West over and along the said South right of way line of said Railroad for a distance of 1500 feet and to the North and South Half Section line. Thence, running South for a distance of 1348.4 feet; thence, running South 89 degrees and 29 minutes East for a distance of 1270 feet. Thence running South for a distance of 480 feet and to the South line of the said Southeast Quarter; thence, running South 89 degrees and 07 minutes East for a distance of 1311 feet and to the place of beginning. Containing 137.816 acres, more or less.

and also:

A part of the Northeast quarter of Section One (1) Township Eight (8) North, Range Two (2) West bounded as follows, to wit: Beginning at the Southeast corner of the West half of the East half of said Northeast quarter, running thence North Twenty-seven (27) rods to the right of way of the Illinois Central Railroad, (formerly Indianapolis Southern Railway) thence Southwest along the South side of said right of way to a point in the South line of said Northeast quarter due West of the beginning point, thence East Forty-eight (48) rods to the place of beginning.

The above described real estate is more accurately described by a survey prepared by John T. Stapleton, Civil Engineer, under date of November 7, 1963, as follows, to-wit:

A part of the Northeast Quarter of Section 1, Township 8 North, Range 2 West, beginning at the Southeast corner of the West half of the East half of the said Northeast Quarter; thence, running North for a distance of 445.5 feet (27 rods) and to the South right of way line of the Illinois Central Railroad; thence, running South 65 degrees and 47 minutes West over and along the said South right of way line of the Illinois Central Railroad for a distance of 335.12 feet and to the P.C. of a 2 degree and 30 minute curve to the left. Thence, running in a southwesterly direction over and along the said curve for a distance of 397.87 feet and to the P.T. of said curve; thence, running South 55 degrees and 14 minutes West for a distance of 144 feet and to the Half Section line; thence, running East for a distance of 792 feet and to the place of beginning. Containing in all 4.000 acres, more or less.

WESTINGHOUSE ELECTRIC CORPORATION:

A part of the Southeast Quarter (1/4) and a part of the Northeast Quarter (1/4) of Section Thirty-six (36), Township Nine (9) North, Range Two (2) West, bounded and described as follows, to-wit: Beginning on the East line of the said Southeast Quarter (1/4) at a point that is One Thousand Six and Five Tenths (1006.5) feet North of the Southeast corner of said Southeast Quarter (1/4); running thence North Zero (0) degrees and Twenty-eight (28) minutes East over and along the said East line of the said Southeast Quarter (1/4) and Northeast Quarter (1/4) of said Section Thirty-six (36) for a distance of Twenty-two Hundred Eight and Five Tenths (2208.5) feet and to the South right-of-way line of the Monon Railroad; running thence over and along the said South right-of-way line of said Monon Railroad the following courses and distances: North Eighty (80) degrees and Two (2) minutes West for a distance of Two Hundred Fifty-three (253) feet; North Seventy-seven (77) degrees and Six (6) minutes West for a distance of Two Hundred (200) feet; North Seventy-four (74) degrees and Forty-six (46) minutes West for a distance of Two Hundred (200) feet; North Seventy-one (71) degrees and Eighteen (18) minutes West for a distance of Two Hundred (200) feet; North Sixty-eight (68) degrees and Seven (7) minutes West for a distance of Two Hundred (200) feet; North Sixty-five (65) degrees and Four (4) minutes West for a distance of Two Hundred (200) feet; North Sixty-two (62) degrees and Thirty (30) minutes West for a distance of Two Hundred (200) feet; North Sixty (60) degrees and Five (5) minutes West for a distance of Two Hundred (200) feet; North Fifty-five (55) degrees and Thirty-five (35) minutes West for a distance of Two Hundred (200) feet; leaving the said South right-of-way line of said Railroad and running thence West for a distance of Three Hundred Twenty-one and Four Tenths (321.4) feet to a point that is Seven Hundred Eighty-five and Five Tenths (785.5) feet South and Six Hundred Fifty (650) feet East of the point where the West line of said Northeast Quarter (1/4) crosses the southwesterly right-of-way line of the Monon Railroad; running thence South for a distance of Four Hundred (400) feet; running thence West for a distance of Six Hundred Fifty (650) feet and to the West line of the said Northeast Quarter (1/4) and Southeast Quarter (1/4); running thence South over and along the said West line of said Northeast Quarter (1/4) and Southeast Quarter (1/4) for a distance of One Thousand Eleven and Eighty-two Hundredths (1011.82) feet to a point that is One Hundred Sixty-five (165) feet South of the Southwest corner of said Northeast Quarter (1/4); running thence East for a distance of Fifteen Hundred Ninety-three (1593) feet; running thence North One Hundred Sixty-five (165) feet; running thence East for a distance of Five Hundred Twenty-eight (528) feet; running thence South for a distance of Seven Hundred Twenty-six and Twenty-five Hundredths (726.25) feet; running thence West for a distance of Five Hundred Twenty-eight (528) feet; running thence South for a distance of Eight Hundred Fifty-seven and Seventy-five Hundredths (857.75) feet; running thence East for a distance of Five Hundred Twenty-eight (528) feet; running thence South Forty-nine and Five Tenths (49.5) feet; and running thence East for a distance of Five Hundred Twenty-eight (528) feet; to the place of beginning, containing Eighty-eight and Eighty-six Hundredths (88.86) acres.

EXCEPTING THEREFROM the following described real estate: A part of the Northeast quarter of Section 36, Township 9 North, Range 2 West, Monroe County, Indiana, described as follows: Beginning at a point that is 846.77 feet North and 650.00 feet East of the Southwest corner of the said Northeast quarter and on the North right-of-way of the Monon Spur Line easement, thence East along the North right of way of said Spur Line for 1009.15 feet and to the intersection with the right-of-way of the Monon Main Line right of way, thence along said right of way of the Monon Railroad Main Line the following directions and dimensions North 65° 04' West for 197.00 feet, North 62° 30' West for 200.00 feet, North 60° 05' West for 200.00 feet, North 55° 35' West for 200.00 feet, thence leaving the Railroad right of way and running West for 321.40 feet, thence running South for 400.00 feet and to the point of beginning. Containing in all 6.00 acres, more or less.

and also;

A part of the Southeast quarter of Section Thirty-six (36), Township Nine (9) North, Range Two (2) West, bounded as follows, to wit: Commencing at a point Sixty-six and Two-thirds ($66 \frac{2}{3}$) rods North of the Southwest corner of said Southeast quarter of said Section Thirty-six (36), thence running North Thirty-three and One-third ($33 \frac{1}{3}$) rods, thence East Ninety-six (96) rods, thence South Thirty-three and One-third ($33 \frac{1}{3}$) rods, thence West Ninety-six (96) rods to the place of beginning, containing Twenty (20) acres, more or less.

Also, a part of the Southeast quarter of Section Thirty-six (36), Township Nine (9) North, Range Two (2) West, described as follows: Beginning at a point on the West line of said Southeast quarter section One Hundred Sixty-five (165) feet South of the Northwest corner thereof, thence East Ninety-six (96) rods, thence South to a point One Hundred (100) rods North of the South line of said quarter section, thence West to the West line of said quarter section, thence North with the half section line and road known as Johnson's Pike to the place of beginning, containing Thirty (30) acres, more or less.

Also, a part of the Southeast quarter of Section Thirty-six (36), Township Nine (9) North, Range Two (2) West, bounded as follows, to wit: Commencing Thirty-two (32) rods West of the Northeast corner of said Southeast quarter section, running thence West Thirty-two (32) rods, running thence South parallel with the East line of said quarter section Forty (40) rods, running thence East Thirty-two (32) rods, running thence North parallel with the East line of said quarter section Forty (40) rods, containing Eight (8) acres, more or less,

Also, a part of the Southeast quarter of Section Thirty-six (36), Township Nine (9) North, Range Two (2) West, commencing at the Southeast corner of the following described land, to wit: A part of the Southeast quarter of Section Thirty-six (36), Township Nine (9) North, Range (2) West, bounded as follows: Commencing Thirty-two (32) rods West of the Northeast corner of said Southeast quarter section, running thence West Thirty-two (32) rods, thence South parallel with the East line of said quarter section Forty (40) rods, thence East Thirty-two (32) rods, thence North parallel with the East line of said quarter section Forty (40) rods, containing Eight (8) acres, more or less, running thence South Sixty-six (66) feet and Three (3) inches, thence West Thirty-two (32) rods, thence North Sixty-six (66) feet and Three (3) inches, thence East Thirty-two (32) rods to the Southeast corner of the above described land being the place of beginning, containing about Eighty-one Hundredths (0.81) of an acre, more or less.

and also:

A part of the Southeast quarter of Section Thirty-six (36), Township Nine (9) North, Range Two (2) West, bounded and described as follows, to wit: Beginning on the West line of the said Southeast quarter at a point that is Eleven Hundred (1100) feet North of the Southwest corner of said Southeast quarter; running thence North over and along the said West line of the Southeast quarter for a distance of Thirteen Hundred Seventy-five (1375) feet; running thence East for a distance of Fifteen Hundred Ninety-three (1593) feet; running thence North for a distance of One Hundred Sixty-five (165) feet; running thence East for a distance of Five Hundred Twenty-eight (528) feet; running thence South for a distance of Seven Hundred Twenty-six and Twenty-five Hundredths (726.25) feet; running thence West for a distance of Five Hundred Twenty-eight (528) feet; running thence South for a distance of Eight Hundred Thirteen and Seventy-five Hundredths (813.75) feet; running thence West for a distance of Fifteen Hundred Ninety-three (1593) feet to the place of beginning, containing Fifty-nine and One Hundredths (59.01) acres.

WETTERAU FOODS, INC.:

A part of the Southeast Quarter (1/4) of the Northwest Quarter (1/4) of Section 36, Township 9 North, Range 2 West, bounded and described as follows, to-wit: Beginning at a point that is 174 feet West of the Northeast corner of said quarter quarter; running thence West over and along the North line of the said quarter quarter for a distance of 652.78 feet; running thence South for a distance of 868.2 feet and to the North right of way line of a Monon Railroad switch spur; running thence North fifty-eight (58) degrees six (6) minutes East over and along the said North right of way line of said switch spur for a distance of 583.96 feet and to the P.T. of an eleven (11) - degree seventeen (17) minute curve to the right; running thence over and along the said curve and still following on the said North right of way line of said switch spur for a distance of 283.6 feet and to the P.C. of said curve; running thence South eighty-nine (89) degrees fifty-four (54) minutes East and remaining on the said North right of way line of the said switch spur for a distance of 63.77 feet and to the East line of said quarter quarter; thence leaving the said North right of way line of said switch spur and running North over and along the said East line of the said quarter quarter for a distance of 218 feet; running thence North eighty-nine (89) degrees forty-five (45) minutes West for a distance of 179.3 feet; running thence North one (1) degree three (3) minutes East for a distance of 253 feet and to the place of beginning, containing 10.69 acres, more or less.

and also:

A part of the Northeast quarter (1/4) of the Northwest quarter (1/4) of Section 36, Township 9 North, Range 2 West, bounded and described as follows, to-wit: Beginning at the Southeast corner of said quarter quarter in the center of the Curry Pike Road; running thence West along the South line of the said quarter quarter for a distance of One Hundred Eighty-six (186') feet and to a point, which point is the Southwest corner of land heretofore deeded to Don Stephenson, and which point is the true point of beginning; running thence West along the South line of said quarter quarter for a distance of Seven Hundred Forty and Seventy-eight Hundreths (740.78') feet, more or less, and to a point on said South line of said quarter quarter which is the Northwest corner of land which was heretofore conveyed by this grantor to John R. Figg, Inc. by Warranty Deed dated July 18, 1960, and recorded in the office of the Recorder of Monroe County, Indiana, in Deed Record 135, page 89; running thence North Sixty (60') feet; running thence East and parallel to the South line of said quarter quarter for a distance of Seven Hundred Forty and Seventy-eight Hundret (740.78') feet, more or less, and to the West line of the Don Stephenson property; running thence South Sixty (60') feet and to the point of beginning.

and also:

A parcel of land in the Northwest Quarter of Section Thirty-six (36), Township Nine (9) North, Range Two (2) West, bounded and described as follows, to-wit: Beginning at the Southeast corner of the Northeast quarter of said Northwest quarter in the center of Curry Pike Road; running thence West along the South line of the said quarter quarter for a distance of One Hundred Eighty-six (186) feet to a point; running thence Sixty (60) feet North to a point, which point is the Northeast corner of land conveyed by deed dated December 7, 1964, from Bloomington Advancement Association, Inc. to Wetterau Foods, Inc., recorded in Deed Record 162 at pages 273, 274 and 275 in the Recorder's office of Monroe County, Indiana, and which point is the true point of beginning; running thence West along the North boundary line of said tract heretofore conveyed by Grantor to Grantee a distance of Seven Hundred Forty and Seventy-eight Hundreths (740.78) feet to the Northwest corner of said tract; thence running South Sixty (60) feet to the Southwest corner of said tract, which point is also on the South line of said quarter quarter; thence running West along the South line of said quarter quarter for a distance of Seven Hundred Twenty-three and Twenty-two Hundreths (723.22) feet to a point; thence running North Six Hundred Twenty-two

nine and Eight Tenths (679.8) feet to a point; thence running East and parallel with said quarter quarter section line Fourteen Hundred Fifty-two (1452.0) feet to a point; thence running on an angle of Twenty-seven (27) degrees, Nineteen (19) minutes, Twenty-four (24) seconds to the right and in a Southeasterly direction a distance of Two Hundred Twenty-two and Nine Hundred Fifteen Thousandths (222.915) feet to a point in the North and South center line of said section Thirty-six (36); thence running South along said North and South center line for a distance of Three Hundred Fourteen and Five Tenths (314.5) feet to a point; thence running West and parallel to said quarter quarter section line One Hundred Eighty-six (186) feet to a point; thence running South and parallel with said North and South center line a distance of Two Hundred Three (203.0) feet to the true point of beginning. Containing 23.38 acres more or less.

and also:

A part of the Northwest Quarter of Section Thirty-six (36) Township nine (9) north, range two (2) West described as follows:

Beginning at a point 62.41 feet west of the Southeast corner of the Southwest Quarter of said Northwest Quarter, running thence west 267.59 feet, thence north 1320 feet, thence east 723.22 feet, thence south 810.3 feet, thence south 37 degrees 50 minutes west a distance of 300 feet, thence south 58 degrees 06 minutes west for a distance of 121.97 feet and to the P.C. of a 14 degree 48 minute curve to the west and running thence over and along said curve for a distance of 264.15 feet and to the place of beginning, containing 19.29 acres more or less.

COOK, INC.:

A part of the southeast quarter of section 1, township 8 north, range 2 west, beginning at a point that is 387 feet south of the northwest corner of the said southeast quarter and in the center line of a creek (branch); thence running south for a distance of 303.5 feet and to the north right of way line of the Illinois Central Railroad; thence running north 55 degrees and 41 minutes east over and along the said north right of way line of the Illinois Central Railroad for a distance of 1217 feet; thence running west for a distance of 522 feet and to the center line of a creek (branch); thence running south 54 degrees and 41 minutes west over and along the said center line of the said creek (branch) for a distance of 606.5 feet and to the place of beginning. Containing 5.336 acres, more or less.

and also;

A triangular plot located in Van Buren Township, Section One (1), Township Eight (8) North, Range Two (2) West of the 2nd Meridian, bounded as follows, to-wit: Beginning in the Northwest corner of the Southeast quarter section of said Section One (1), running East Four Hundred Seventy-eight (478) feet, thence in a Southwest direction, in the center of creek bed, Six Hundred Fifteen (615) feet, thence North Three Hundred Eighty-seven (387) feet to the place of beginning; containing Two and two tenths (2.2) acres, more or less.

and also;

A part of the Northeast Quarter of Section 1, Township 8 North, Range 2 West, Monroe County, Indiana, described as follows: Beginning at a point that is 1860.00 feet South of the Northwest corner of the Northeast Quarter of said Section 1, said point being in the centerline of Curry Pike, thence South over and along said centerline of Curry Pike for a distance of 346.50 feet, thence East for a distance of 502.00 feet, thence North for a distance of 346.50 feet, thence West for a distance of 502.00 feet to the place of beginning.

EXCEPTING therefrom the following described tract: Beginning at a point that is 1860.00 feet South of the Northwest corner of the Northeast Quarter of said Section 1, said point being in the centerline of Curry Pike, thence South over and along said centerline for a distance of 165.00 feet, thence East for a distance of 283.00 feet, thence North for a distance of 165.00 feet, thence West for a distance of 283.00 feet to the place of beginning. Containing after said exception 2.92 acres, more or less.

and also;

Part of the Northeast quarter of Section One (1), Township Eight (8) North, Range Two (2) West, bounded as follows, to-wit: Beginning at a point Seventy-five (75) rods Two and one-half (2 1/2) feet South of the Northwest corner of said Northeast quarter, running thence South Eighteen (18) rods and Thirteen (13) feet, thence East Eighty-four (84) rods, thence North Eighteen (18) rods and Thirteen (13) feet; thence West Eighty-four (84) rods to the place of beginning, containing Ten (10) acres, more or less.

EXCEPTING therefrom the following: A part of the Northeast quarter of Section One (1), Township Eight (8) North, Range Two (2) West, bounded and described as follows, to-wit: Beginning at a point Seventy-five (75) rods Two and one-half (2 1/2) feet South and Forty (40) rods and Seven and one-half (7 1/2) feet East of the Northwest corner of said Northeast quarter, running thence East Forty-three (43) rods, nine (9) feet, thence South Eighteen (18) rods and Thirteen (13) feet, thence West Forty-nine (49) rods and One (1) foot, thence in a Northeasterly direction along the West boundary of a wet weather creek channel to the point of beginning, containing five (5) acres, more or less.

ALSO EXCEPTING a part of the Northeast quarter of Section One (1) Township Eight (8) North, Range Two (2) West, in Monroe County,

Indiana, bounded and described as follows, to-wit: Beginning at a point Seventy-five (75) rods Two and one-half (2 1/2) feet South of the Northwest corner of said Northeast quarter, running thence South One Hundred Fifty (150) feet, thence East Two Hundred Fifteen (215) feet; thence North One Hundred Fifty (150) feet; thence West Two Hundred Fifteen (215) feet to the place of beginning.

and also;

A part of the Northeast Quarter of Section 1, Township 8 North, Range 2 West, Monroe County, Indiana, described as follows: Beginning at a point that is 1860.00 feet South of the Northwest corner of the Northeast Quarter of said Section 1, said point being in the centerline of Curry Pike, thence South over and along said centerline of Curry Pike for a distance of 346.50 feet, thence East for a distance of 502.00 feet, thence North for a distance of 346.50 feet, thence West for a distance of 502.00 feet to the place of beginning.

EXCEPTING therefrom the following described tract: Beginning at a point that is 1860.00 feet South of the Northwest corner of the Northeast Quarter of said Section 1, said point being in the centerline of Curry Pike, thence South over and along said centerline for a distance of 165.00 feet, thence East for a distance of 283.00 feet, thence North for a distance of 165.00 feet, thence West for a distance of 283.00 feet to the place of beginning. Containing after said exception 2.92 acres, more or less.