

# **City of Bloomington Common Council**

## **Legislative Packet**

**Wednesday, 11 April 2018  
Special Session**

**To be followed immediately by a  
Committee of the Whole**

All material contained herein.

*For a schedule of upcoming meetings of the Council and the City's boards and commissions, please consult the City's [Calendar](#).*

Office of the Common Council  
P.O. Box 100  
401 North Morton Street  
Bloomington, Indiana 47402  
812.349.3409  
[council@bloomington.in.gov](mailto:council@bloomington.in.gov)  
<http://www.bloomington.in.gov/council>



## Packet Related Material

### Memo

### Agenda

### Notices:

- **Notice of Bicentennial Reception (at 5:00 pm) and Special Session (at 6:00 pm)** on Wednesday, April 11, 2018 to Commemorate the 200<sup>th</sup> Anniversary of the City

### Legislation for Consideration at the Special Bicentennial Celebration Session Commencing at 6:00 pm on Wednesday, April 11<sup>th</sup>

- **Res 18-07** To Recognize the Bicentennial of the City of Bloomington, Indiana

Contact: Cm. Volan at 812-349-3409, [volans@bloomington.in.gov](mailto:volans@bloomington.in.gov)

→ Scheduled for action at the Special City Bicentennial Session on April 11<sup>th</sup>.

*Please consult this Legislative Packet issued for the legislation and background material.*

### Legislation for Consideration at Committee of the Whole (which, after a brief recess, will follow the Special Session) on Wednesday, April 11<sup>th</sup>

- **Res 18-06** To Approve an Agreement between the City of Bloomington and IU Health for the Purchase of the Current Bloomington Hospital Site and Surrounding Outlots - Re: Parcels Located in and around the 400-800 Block of West 1<sup>st</sup> and West 2<sup>nd</sup> Street, Bloomington, Indiana
  - Exhibit A - Letter of Intent Regarding Transfer of Bloomington Hospital Site
  - Exhibit B - Parcel Identification (with Map)

- Exhibit C - Purchase Agreement
  - Exhibit A - Description of Real Estate
  - Exhibit B - Description/Depiction of New Hospital Property - *(forthcoming)*
  - Exhibit C - Parcel Identification (with Map)
  - Exhibit D – Parking Garage – Access Drives to be maintained
  - Exhibit E – Depiction of Kohr Administrative Building *(forthcoming)*
- Memo to Council

*Contact: Philippa Guthrie at 812-349-3426, guthriep@bloomington.in.gov*

*→ Scheduled to be discussed at the Committee of the Whole on April 11<sup>th</sup> and be ready for consideration under the Second Readings and Resolutions at the Regular Session on Wednesday, April 18<sup>th</sup>.*

*Please consult this Legislative Packet for legislation and background material.*

### **Memo**

#### **Reception and Two Meetings - Early Start - Next Wednesday, April 11<sup>th</sup>**

There are a reception and two meetings scheduled for next Wednesday evening. The reception (at 5:00 pm in the Atrium) and Special Session (at 6:00 pm in the Chambers) will celebrate the City's bicentennial. Then, after a brief adjournment, the Council will reconvene for the previously scheduled Committee of the Whole, which will start at about 6:45 p.m. Please note that the packet contains a resolution ready for final action at the Special Session and another resolution ready for discussion at the Committee of the Whole.

#### **Resolution Ready for Final Action at the Special Session**

##### **Item One – Res 18-07 – Recognizing the City's Bicentennial**

As noted above and indicated on the notice and agenda, the City will be celebrating its Bicentennial this Wednesday evening. According to Cm. Volan, who serves with others who planned these events, and who has delved into the City's records, it was on April 11<sup>th</sup> of 1818 that the Commissioners of Monroe County named and ordered the platting of the City of Bloomington.

## **Resolution Ready for Discussion at the Committee of the Whole**

### **Item One - Res 18-06 – Approving Execution of Agreement for Redevelopment Commission to Purchase Existing Hospital Site from IU Health**

The one item ready for discussion at the Committee of the Whole next Wednesday is **Res 18-06**. It approves the execution of an agreement for the City's Redevelopment Commission to purchase the hospital and outlots owned by IU Health that are located in and around 2<sup>nd</sup> and Rogers Street. The legislation and materials include the resolution, three exhibits (including the agreement which, it self, has five exhibits), and a memo from Mick Renneisen, Deputy Mayor, and Philippa Guthrie, Corporation Counsel. Please recall that the City has arranged for the Urban Land Institute to evaluate what might be done with the site and that they will be visiting the City next week to conduct interviews.

**Council Approval.** As noted in the materials, this resolution is coming forward to the Council because statute<sup>1</sup> requires that the purchase of real estate by the Redevelopment Commission with a payment schedule in excess of three years or in amount in excess of \$5 million dollars must be approved by the legislative body of the City. As you will see below, both criteria are met here: the purchase amount is \$6.5 million and the payment schedule extends for a minimum of over four years. Please know that the value of the land alone (which covers about 24 acres) has been estimated at over \$16 million and the Seller has agreed to demolish the hospital and other structures on the principal site (Parcel A), unless the City wishes the parking garage and Kohr Administrative Building to remain.

**Brief History of Transaction.** For many years, the management of the former Bloomington Hospital intended to move hospital operations from its 100+ year old site and build a modern facility on land it purchased at the western periphery of the City. Once those intentions were known, the City and community-at-large expressed concerns about the move and about future of the old site. Before those intentions were more fully implemented, IU Health acquired the hospital and, after working in concert with Indiana University, announced on April 15, 2015 that the two organizations were partnering on a new health complex just east of the SR 45/46 bypass on land now occupied by the golf driving range. At the end of last year, on December 26, 2017, the City of Bloomington and IU Health entered into a

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<sup>1</sup> IC 36-7-14-19

Letter of Intent (LOI) regarding disposition of the old site (which included outlots used for supportive services) which were to be memorialized by a purchase agreement. This resolution approves the execution of that agreement.

**Agreement Serves the Interests of the Parties and the Community (per Memo).** As stated in the memo, “both parties are excited about the future of our City and anticipate that the redevelopment of the Hospital Site will produce a significant asset for our community” and will serve the best interests of the parties:

- “[f]or the City’s part, the Hospital Site represents a unique and incredibly valuable opportunity to create from the ground up a special hub for the benefit of the community, using community input and involvement.”
- “For IU Health’s part, it does not want the Hospital Site to devolve into a liability for the community or its own organization, as has happened with abandoned hospitals in other locations around the country. IU Health Bloomington Hospital has served the community for more than 100 years, and it is extremely important to IU Health to leave a clean site for Bloomington.”

**Essentials of the Purchase Agreement.** Here is an extended excerpt from the memo which succinctly states the terms of the purchase agreement:

- “IU Health will transfer the Hospital Site and the Outlots to the Bloomington Redevelopment Commission (“RDC”) and the City (collectively referred to as the City”) when the New Hospital is open and operational, the existing hospital has ceased operations, all facilities have been vacated, and the Hospital Site is bare to the extent agreed upon and fully remediated. The parties estimate this will be in the year 2021.
- The City will pay a purchase price of \$6.5 million as follows:
  - a) \$1.5 million upon execution of the Purchase Agreement;
  - b) \$2.5 million at closing, but payment no earlier than January 1, 2021; and
  - c) \$2.5 million after January 2022 but before December 31, 2025.
- IU Health will pay to design and construct infrastructure improvements to service the New Hospital, including intersection and road improvements at 14<sup>th</sup> Street and the Bypass, and at 10<sup>th</sup> Street and Pete Ellis Drive. The City agrees to use good faith efforts, and IU Health agrees to cooperate, to identify and obtain state funds for financing these improvements, with IU Health agreeing to provide matches for any funding secured. IU Health also agrees to fund the design work for sewer extensions that the City will construct for the New Hospital.
- The City will have from the date on which the Purchase Agreement is fully executed until September 21, 2018 to conduct due diligence, including title work, surveys, and geotechnical and environmental assessments at the Hospital Site and Outlots.
- Both parties will have until October 31, 2018 to obtain any additional approvals and confirm that the transaction may proceed.

- Upon vacating the Hospital Site, IU Health will demolish the structures on the site, except if the parties agree to leave the parking garage and/or the Kohr Administrative Building, and to conduct any necessary environmental remediation at the site. The City will have one year from the date of the agreement's execution to notify IU Health whether it wants to retain either or both buildings.
- When IU Health has completed demolition and remediation, the City will have 45 days to verify that the site conditions are satisfactory.
- Closing on the transaction will occur on or before 30 days after the City has approved of the site conditions.
- In the event IU Health defaults on any of its obligations under the Purchase Agreement, IU Health may cure the default, or the City may terminate the agreement, waive the default, or legally require IU Health to fulfill its obligations.”<sup>2</sup>

**Happy Birthday Susan Sandberg – Tuesday, April 10<sup>th</sup>**

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<sup>2</sup> In addition to the above provisions, and along with other provisions concomitant with the transfer of real estate of this nature, the agreement: limits changes that may occur in regard to the current hospital site beyond those specified in the agreement; sets forth the grounds and time frames for terminating the contract; describes the consequences in the event of default; allows for amendment; provides for confidential information to be kept confidential to the extent permitted by law; and, calls for the public announcements to be coordinated between the parties.

**NOTICE AND AGENDA  
BLOOMINGTON COMMON COUNCIL  
SPECIAL SESSION AND COMMITTEE OF THE WHOLE  
6:00 P.M., WEDNESDAY, APRIL 11, 2018  
COUNCIL CHAMBERS SHOWERS BUILDING, 401 N. MORTON ST.**

**SPECIAL BICENTENNIAL CELEBRATION SESSION**

**I. ROLL CALL**

**II. AGENDA SUMMATION**

**III. RESOLUTION**

1. Resolution 18-07 To Recognize the Bicentennial of the City of Bloomington, Indiana.

Committee Recommendation:                      None

**IV. PERFORMANCE OF STARDUST**

**V. PROCLAMATION BY MAYOR JOHN HAMILTON**

**VI. COUNCIL SCHEDULE**

**VII. ADJOURNMENT**

**Public Comment during Special Session:** Please note that during a Special Session, the public may speak only to the Resolution listed as an item on the Agenda.

*to be followed immediately by a*

**COMMITTEE OF THE WHOLE**

**Chair: David Rollo**

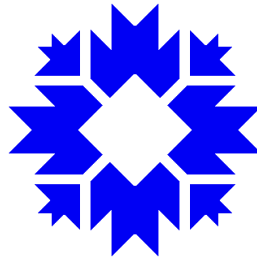
1. Resolution 18-06 To Approve an Agreement between the City of Bloomington and IU Health for the purchase of the Current Bloomington Hospital Site and Surrounding Outlots -- Re: Parcels Located in and around the 400-800 Block of West 1<sup>st</sup> and West 2<sup>nd</sup> Street, Bloomington, Indiana

Asked to Attend: Philippa Guthrie, Corporation Counsel

**Public Comment during Committee of the Whole:** Please note that pursuant to the Bloomington Municipal Code, at Committee of the Whole meetings, the public may comment *only* on items listed on the Agenda. BMC § 2.04.250

\*\* Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call (812) 349 - 3409 or e-mail [council@bloomington.in.gov](mailto:council@bloomington.in.gov).

Posted & Distributed: 6 April 2018



**City of Bloomington  
Office of the Common Council**

# **NOTICE**

Members of the Bloomington Common Council have been invited to attend and participate in

***City Bicentennial Celebration Events***  
**Wednesday, 11 April 2018**

**\*200<sup>th</sup> Anniversary Reception**  
at 5:00 pm, City Hall Atrium

**Special Session**  
will be held to recognize the City's Bicentennial  
at 6:00 pm, Council Chambers

*to be immediately followed by*  
**Committee of the Whole at 6:30 pm**  
401 N. Morton Street

\*As a quorum of the Council is expected to be present during this event, this gathering will constitute a meeting of the Common Council under Indiana Open Door Law (I.C. § 5-14-1.5). For that reason, this statement provides notice that these meetings will occur and are open for the public to attend, observe, and record what transpires.



**RESOLUTION 18-07**

**TO RECOGNIZE THE BICENTENNIAL OF THE  
CITY OF BLOOMINGTON, INDIANA**

WHEREAS, on Saturday, April 11, 1818 the Monroe County Commissioners at their second-ever meeting declared the name of the county's seat of justice to be "Bloomington", and ordered it to be platted and the plats auctioned off in June of that year;

WHEREAS, the town incorporated its own first government in 1845 with a council and a mayor, voted to incorporate as a city in 1876, and a city government has operated continuously since, under 24 mayors and more than 200 members of city council;

WHEREAS, the population of Bloomington, which began as a hamlet of approximately 140 persons, has grown every decade since its founding, and as of 2016 is a city of 84,465, the seventh-largest in the Hoosier State;

WHEREAS, while there are copycat cities in several other states, the city of Bloomington in the state of Indiana is the oldest so named, arguably the most famous, and will, by the end of this decade at current growth rates, once again be the most populous;

WHEREAS, many have gathered here in City Hall today, to observe the two-hundredth anniversary of the city's founding;

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

The Common Council of the City of Bloomington notes with pride two centuries of the city's existence, with hope that Bloomington will become an ever more welcoming and good place in the centuries to come.

PASSED by the Common Council of the City of Bloomington, Monroe County, Indiana upon this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
DOROTHY GRANGER, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NICOLE BOLDEN, Clerk  
City of Bloomington

SIGNED and APPROVED by me upon this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
JOHN HAMILTON, Mayor  
City of Bloomington

## SYNOPSIS

This resolution is sponsored by Councilmember Volan and recognizes the bicentennial of the City of Bloomington. The resolution is part of a Special Bicentennial Celebration Session held by the Bloomington Common Council on April 11, 2018.

## **RESOLUTION 18-06**

### **TO APPROVE AN AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND IU HEALTH FOR THE PURCHASE OF THE CURRENT BLOOMINGTON HOSPITAL SITE AND SURROUNDING OUTLOTS -**

**Re: Parcels Located in and around the 400-800 Block of West 1<sup>st</sup> and West 2<sup>nd</sup> Street,  
Bloomington, Indiana**

- WHEREAS, Indiana Code Section 36-7-14-19 requires Bloomington City Council approval for the Bloomington Redevelopment Commission (“RDC”) to execute any agreement to purchase property where the payment terms of the purchase exceed three (3) years or where the total purchase price for the property exceeds \$5 million; and
- WHEREAS, on April 15, 2015, IU Health in cooperation with Indiana University announced plans for a new health complex and new location for IU Health’s Bloomington Hospital just east of the State Road 45/46 bypass; and
- WHEREAS, IU Health’s plans for a new hospital site necessitated moving the hospital along with several supporting services on nearby outlots (“Outlots”) from its current location; and
- WHEREAS, on December 26, 2017, the City of Bloomington (“City”) and IU Health executed a non-binding letter of intent (“LOI”), attached as Exhibit A, regarding the transfer of the current Bloomington Hospital site (“Hospital Site”) and adjacent Outlots (collectively with the Hospital Site referred to as the “Property”), all of which are depicted on the attached Exhibit B, to the City for redevelopment; and
- WHEREAS, as part of the LOI, the Parties agreed to memorialize the transfer in a binding purchase agreement (“Purchase Agreement”), which is attached as Exhibit C; and
- WHEREAS, under the terms of the Purchase Agreement, IU Health will transfer the Property to the RDC when the New Hospital is open and operational, the existing hospital has ceased operations, all facilities have been vacated, and the Hospital Site is bare to the extent agreed upon and fully remediated, which is estimated to be in 2021; and
- WHEREAS, the City will pay a purchase price of \$6.5 million in installments as follows: a) \$1.5 million upon execution of the Purchase Agreement; b) \$2.5 million at closing, but payment no earlier than January 1, 2021; and c) \$2.5 million after January 2022 but before December 31, 2025; and
- WHEREAS, the City will have from the date on which the Purchase Agreement is fully executed until September 21, 2018 to conduct due diligence, including title work, surveys, and geotechnical and environmental assessments at the Property; and
- WHEREAS, both Parties will have until October 31, 2018 to obtain any additional approvals and confirm that the transaction may proceed; and
- WHEREAS, upon vacating the Hospital Site, IU Health will demolish the structures on the Hospital Site, except if the parties agree to leave the parking garage and/or the Administration Building, and to conduct any necessary environmental remediation at the Hospital Site such that it is shovel ready for future development; and
- WHEREAS, when IU Health has completed demolition and remediation, the City will have 45 days to verify that the site conditions are satisfactory; and

WHEREAS, closing on the transaction will occur on or before 30 days after the City has approved of the site conditions; and

WHEREAS, IU Health will pay to design and construct infrastructure improvements to service the New Hospital, including intersection and road improvements at 14<sup>th</sup> Street and the Bypass, and at 10<sup>th</sup> Street and Pete Ellis Drive. The City agrees to use good faith efforts, and IU Health agrees to cooperate, to identify and obtain state funds for financing these improvements, with IU Health agreeing to provide matches for any funding secured. IU Health also agrees to fund the design work for sewer extensions that the City will construct for the New Hospital; and

WHEREAS, in the event IU Health defaults on any of its obligations under the Purchase Agreement, IU Health may cure the default, or the City may terminate the agreement, waive the default, or legally require IU Health to fulfill its obligations; and

WHEREAS, on February 5, 2018, the RDC approved in principal the purchase of the Property, and on April 16, 2018, the RDC will be considering for approval the final terms of the Purchase Agreement;

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

SECTION 1. The Common Council of the City of Bloomington hereby approves the RDC's execution of the Purchase Agreement.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana upon this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
DOROTHY GRANGER, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2018.

SIGNED and APPROVED by me upon this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
JOHN HAMILTON, Mayor  
City of Bloomington

## **SYNOPSIS**

This Resolution authorizes execution of the Purchase Agreement between the City of Bloomington's Redevelopment Commission, the City of Bloomington, and IU Health for purchase of the current site of the IU Health Bloomington Hospital and the adjacent outlots in and around 2<sup>nd</sup> Street and Rogers Street. The City agrees to purchase the Property for \$6.5 million in three payments and agrees to take possession of the Property after IU Health has vacated and conducted the agreed upon environmental remediation at the main hospital site so that the Property will be ready for future development.

## Letter of Intent ("LOI") Regarding Proposed Reuse of Current IU Health Property

1. IU Health and the City of Bloomington ("City") enter into this LOI to indicate their mutual intentions that IU Health will convey all property (subject to the terms of Section 3 below) at the current IU Health hospital site and other nearby parcels to the City for its development in the community's interest, for fair consideration and upon opening of the new IU Health Regional Academic Health Center planned on the east side of Bloomington.
2. This LOI is not a legally binding document; however, it does reflect the mutual interests and intentions of the parties. IU Health and the City intend in good faith to implement this LOI by execution of a binding Purchase Agreement outlining specific terms and conditions, including terms and conditions in this LOI, no later than February 15, 2018. The Purchase Agreement shall provide for a Due Diligence Period until June 1, 2018 related to: title, survey, environmental, appraisal and community outreach.
3. IU Health agrees to demolish all facilities located on parcel(s) marked A in Attachment A, conduct any environmental remediation as part of any demolition, and convey such parcels to the City at no cost to the City. City also agrees to work in good faith to support IU Health in facilitating any remediation processes; however, City shall in no event be responsible for any costs related to remediation. The only exception to this demolition and associated remediation is if the City requests, no later than the end of the Due Diligence Period (such request subject to the approval of IU Health), that IU Health retain certain agreed upon structures located in parcel A for the City's use; whereupon the City would assume any and all responsibility for the structure(s) upon taking ownership of the remaining Property. In the event the parties cannot agree at the end of the Due Diligence Period regarding which structures or portions thereof to retain, either party may terminate the Purchase Agreement. In all instances, IU Health may not convey the parcels marked A, B, C and D on Attachment A until such time as the new IU Health Regional Academic Health Center is open and operational and the existing hospital has ceased operations and parcels B, C, and D have been vacated.
4. City agrees to pay Six Million Five Hundred Thousand Dollars (\$6,500,000) ("Purchase Price") to IU Health for all the parcels pursuant to the purchase agreement. City and IU Health acknowledge that the City must obtain two (2) independent appraisals of the parcels to be acquired. IU Health will provide its own appraisal dated November 9, 2017, prepared by John C. Snell, for transmittal to the City's appraisers.
5. City agrees to pledge any 2019 and 2020 Community Crossings funds made available by the state to the City (selection is based on merit and available funds) for the following infrastructure improvements:

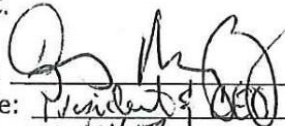
- a. East 14<sup>th</sup> Street improvements (east of the 14<sup>th</sup> St & US 45/46 proposed interchange); and
- b. 10<sup>th</sup> & Pete Ellis Drive Intersection improvements.

As part of East 14<sup>th</sup> Street and 10<sup>th</sup> & Pete Ellis Drive Intersection improvements, IU Health agrees to conduct the design work for the sewer extension, intersections and roadways to ensure these locations are "shovel ready" and eligible for Community Crossings dollars. IU Health also agrees to provide the local one-to-one match necessary to receive such funds.

- 6. Within seven (7) years of the execution of the Purchase Agreement, City agrees to provide the consideration and other offsets described in Section 5 in satisfaction of the Purchase Price described in Section 4 above for the agreed upon parcels.
- 7. City concurs that local zoning requirements are not applicable to the new IU Health Regional Academic Health Center.
- 8. The parties agree that any initial public statement regarding this LOI shall be done jointly. Parties also agree to not make any further public statements about this LOI or any ensuing Purchase Agreement until such time as both parties have approved the content of such public statements.

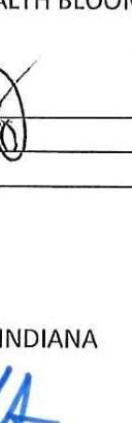
SELLER:

INDIANA UNIVERSITY HEALTH BLOOMINGTON,  
INC.

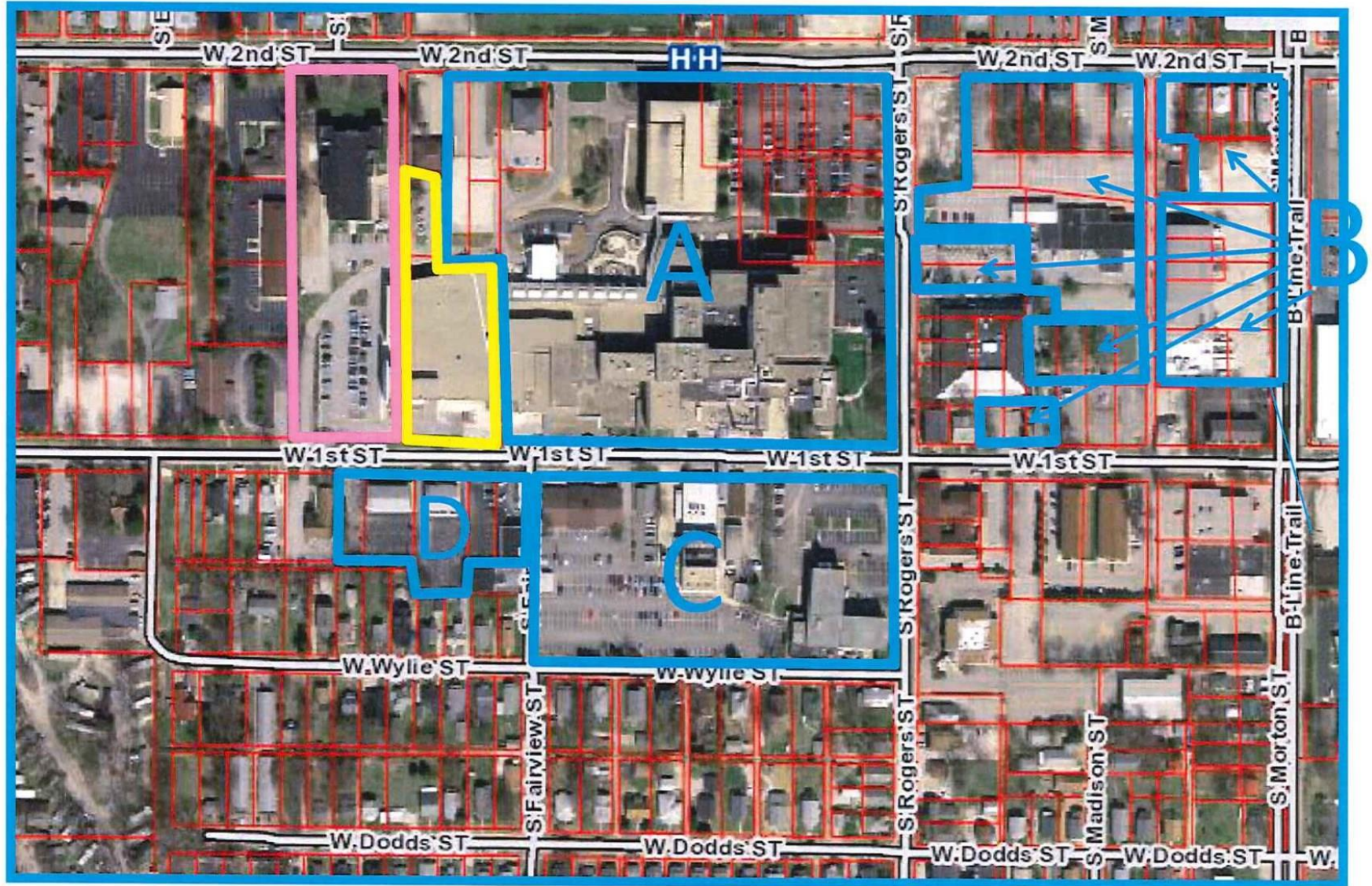
By:   
Title: President  
Date: 12/21/17

BUYER:

CITY OF BLOOMINGTON, INDIANA

By:   
Title: MAYOR  
Date: 12/26/17

# Attachment A - IU Health Bloomington Hospital Parcel Values



- IUH owns land and IUH owns building
- IUH owns building, non-IUH entity owns land
- IUH leases land / building, non-IUH entity owns land / building



## Exhibit B – Parcel Identification



— IU Health owns land and IU Health owns building

**A** = Main hospital and parking garage

**B** = Hospital Support Services, New Hope For Families

**C** = Med Arts, Power Plant, 714 Building

**D** = Schaffer Building



## AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

(Bloomington Campus)

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (this "**Agreement**") is made this 18 day of April, 2018 (the "**Effective Date**") by and between THE CITY OF BLOOMINGTON, INDIANA (the "**City**"), by and through the Bloomington Redevelopment Commission (the "**RDC**", the City and the RDC together being sometimes referred to as the "**City Parties**") and INDIANA UNIVERSITY HEALTH, INC., an Indiana nonprofit corporation d/b/a IU HEALTH ("**Seller**"). The term "**Party**" or "**Parties**" shall refer to the City, the RDC or Seller individually or collectively.

### RECITALS

A. Seller owns real property in Bloomington, Indiana that is used for the operation of the IU Health Bloomington Hospital ("**Current Hospital**") and medical office and other facilities that support the Current Hospital (collectively, the "**Current Hospital Property**") that is depicted and described on Exhibit A, and depicted as Parcels A-D on Exhibit C.

B. Seller desires to relocate the Current Hospital and supporting facilities ("**New Hospital**") to a new campus in Bloomington, Indiana, located on real property that is depicted and described on Exhibit B (the "**New Hospital Property**"). In order to fully develop the New Hospital, Seller requires the City's assistance with certain infrastructure improvements.

C. The City Parties support the construction and development of the New Hospital and are willing to assist the Seller with certain infrastructure improvements that are required to fully develop the New Hospital.

D. The City Parties have determined it is in the best interest of the City's residents if the RDC purchases the Real Estate for future redevelopment projects, once the Seller removes certain agreed-upon buildings from the Current Hospital Property and transfers the Current Hospital operations to the New Hospital Property.

E. The City Parties and Seller desire to enter into this Agreement to facilitate the construction and development of the New Hospital and to secure the future redevelopment of the Current Hospital Property, subject to the mutual covenants, terms and conditions and agreements herein contained.

### TERMS AND CONDITIONS

1. Purchase and Sale. Subject to the terms and conditions of this Agreement, the City Parties agree to purchase from Seller and Seller agrees to sell to the City Parties the Current Hospital Property, together with all improvements, privileges, easements and appurtenances pertaining thereto except as set forth herein (collectively, the "**Real Estate**").

2. Covenants of the Parties. Subject to the terms and conditions of this Agreement, the Parties agree to the following covenants.

a. The City Parties' Covenants.

i. Payment of Purchase Price. The purchase price for the Real Estate shall be Six Million Five Hundred Thousand and No/100 Dollars (\$6,500,000.00) (the "**Purchase Price**"). The City Parties shall pay the Purchase Price in the following manner: (1) \$1,500,000 upon execution of this Agreement by the parties (the "**Initial Payment**"), (2) \$2,500,000 at Closing (the "**Second Payment**"), provided that the Second Payment will be due no earlier than January 1, 2021, and (3) \$2,500,000 after January 1, 2022 and prior to December 31, 2025, in the sole discretion of the City Parties (the "**Third Payment**"). In the event the City conveys, leases or otherwise transfers any portion of the Real Estate to a third party (a "**Transfer**") on or before the Third Payment is due, the greater of (i) the net consideration the City receives from the Transfer, and (ii) the prorata value (based on acreage) of such portion of the Real Estate that is transferred (using the Purchase Price as the base value of the entirety of the Real Estate), shall be paid to Seller until the obligation to pay the Purchase Price is satisfied. All portions of the Purchase Price shall be paid via wire transfer. The Second Payment shall be reduced by the amount of any traditional closing credits (i.e., by way of example and not limitation, rental revenue, utilities, expenses) (the "**Credit**" or "**Credits**") the City is entitled to receive under this Agreement at Closing.

ii. City's New Hospital Infrastructure Obligation. The City shall use good faith efforts to obtain 2019 and 2020 infrastructure funds from the State of Indiana (the "**Infrastructure Funds**") for the purpose of funding the construction of the following infrastructure improvements that Seller has determined are necessary for constructing and developing the New Hospital (collectively, the "**Infrastructure Improvements**"): (1) East 14<sup>th</sup> Street improvements (east of the 14<sup>th</sup> St & US 45/46 proposed interchange), as such improvements are described in Seller's New Hospital construction plans, and (2) 10<sup>th</sup> and Pete Ellis Drive intersection improvements, as such improvements are described in Seller's New Hospital construction plans. If the Infrastructure Funds are obtained, the City shall make such funds available to Seller in order to defray the costs of the Infrastructure Improvements described in Section 2(b)(v). The Infrastructure Funds shall not be a Credit against the Purchase Price. The City Parties and Seller hereby agree to cooperate in good faith to identify and pursue other sources of state funding for this infrastructure work.

iii. New Hospital Zoning. City and Seller agree that the zoning district applicable to the New Hospital Property does not require City zoning review or approval for the New Hospital.

b. The Seller's Covenants.

i. Seller's Parcel A Obligations. Prior to Closing, the City Parties agree that Seller shall demolish all facilities (the "**Demolition**"), which are located on the portion of the Real Estate known as Parcel A identified on Exhibit C attached hereto and incorporated herein by reference, at its sole cost and expense (the "**Demolition Parcel**"), with the Parking Garage (as defined below) and Kohr Administrative Building (as defined below) being the only exceptions thereto if the City Parties request such structures not be demolished in writing not later than one (1) year after the Effective Date (the "**Demolition Notice Period**"). If the City Parties request that the Parking Garage remain, they shall be responsible for securing the structure and walkway opening post-Demolition, although

Seller shall erect a rail in/on the Parking Garage next to the former walkway. The "**Parking Garage**" is the structure identified on Exhibit D attached hereto and incorporated herein by reference including those certain access drives identified thereon. The access drives to the Parking Garage shall be conveyed "AS IS". The "**Kohr Administrative Building**" is the structure identified on Exhibit E attached hereto and incorporated herein by reference. Neither the Parking Garage nor the Kohr Administrative Building shall be subject to Demolition until such time as the Demolition Notice Period shall have expired. Prior to Closing, Seller agrees to conduct any environmental remediation necessary as a result of the Demolition at its sole cost and expense (the "**Remediation**"). The City Parties agree to work in good faith to support Seller in facilitating any remediation processes; however, the City Parties shall in no event be responsible for any costs related to remediation. After the Demolition and any required Remediation have been completed in accordance with all laws, Seller shall deliver Parcel A with compaction and drainage standards as set forth in ASTM D 698 – Standard Test Methods for Laboratory Compaction Characteristics of Soils Using Standard Efforts, including capping utilities at the edge of the Parking Garage. Otherwise the Demolition Parcel shall be conveyed to the RDC at Closing in "AS IS" condition with the City Parties assuming all responsibility for the Parking Garage and Kohr Administrative Building structures (if requested by the City Parties to remain). Notwithstanding the above, during the Due Diligence Period, Seller and its engineers, at the request of the City Parties, shall meet on site with the City Parties and its representatives to set out the Demolition process and any procedures necessary to secure the Parking Garage and Kohr Administrative Building during and after the Demolition of other structures and answer any questions.

ii. Seller's Parcel B, C and D Obligations. The parcels of Real Estate marked as B, C and D on Exhibit C shall be conveyed to the RDC at Closing in "AS-IS" condition. After the expiration of the Due Diligence Period, Seller shall not make, nor shall Seller permit, material changes to the physical conditions of the portions of the Real Estate identified on Parcels B, C and D on Exhibit C without the written consent of the City Parties, which shall not be unreasonably withheld, conditioned or denied.

iii. Seller's Obligation to Vacate the Real Estate. Seller shall have no obligation to convey or transfer title to the Real Estate until such time as (A) the Current Hospital has ceased all operations on the Current Hospital Property and the Seller has vacated the Real Estate, and (B) the New Hospital is open and accepting patients (together, the "**Vacation**").

iv. Completion of Site Conditions. Upon completion of the Demolition, Remediation and Vacation (collectively, the "**Site Conditions**"), Seller shall notify the City Parties in writing that the Site Conditions have been satisfied, which notice shall include written verification of the Demolition completion and Remediation completion from Seller's third party contractors or consultants (the "**Site Conditions Notice**"). The City Parties shall have forty-five (45) days from receipt of the Site Conditions Notice to independently verify (including obtaining environmental reports, if desired), at its sole cost and expense, the completion of the Site Conditions ("**City's Response Period**"). If the City Parties do not provide written notice to Seller of any dispute regarding the Site Conditions within City's Response Period, the City Parties shall be deemed to have approved of the Site Conditions. If the City Parties provide written notice of any disputes

with respect to the Site Conditions within City's Response Period, Seller shall have sixty (60) days to cure such defect or otherwise object to the City Parties' dispute notice ("**Seller's Response Period**"). If Seller and the City Parties are unable to come to an agreement in good faith with respect to the Site Conditions within thirty (30) days of the expiration of Seller's Response Period, the Parties agree to work together in good faith to resolve the outstanding issues with respect to the Site Conditions. If the Parties are unable to resolve the City's issue(s) with Site Conditions, then the Parties shall work together to select a mediator (such individual to be experienced in matters of commercial construction and demolition)(the "**Mediator**") who shall address the concerns of the City regarding the Site Conditions and to render a non-binding recommendation to the Parties regarding the Site Conditions. The cost of the Mediator shall be shared equally between Seller and the City Parties. In the event that either the Seller or the City is dissatisfied with the recommendations of the Mediator, then either of such Parties may, within ten (10) days of the decision of the Mediator and by written notice to the other Parties, terminate this Agreement, in which event the Initial Payment shall be returned within thirty (30) days thereafter from Seller to City and thereafter all other rights, obligations and conditions set forth in this Agreement shall be deemed to be terminated and of no further force and effect. In any event, the date upon which the Site Conditions are either (i) approved or deemed approved by the City Parties, or by the Mediator, or (ii) mutually agreed by the Parties, such date shall be considered the "**Site Condition Approval Date**".

v. Seller's Obligation to Convey the Real Estate. In all instances, Seller shall have no obligation to convey the Real Estate until such time as the Site Conditions have been satisfied in accordance with Section 2(b)(iv), above.

vi. Seller's New Hospital Infrastructure Obligations. Seller shall conduct and pay for all the design and construction work for the Infrastructure Improvements that include intersections and roadways (as determined by Seller), to ensure these locations are "shovel ready" and eligible for the Infrastructure Funds. Seller shall conduct and pay for all design work for the Infrastructure Improvements that include sewer extensions. Seller also agrees to provide the local one-to-one match necessary to receive the Infrastructure Funds. The City Parties and Seller hereby agree to cooperate in good faith to identify and pursue other sources of state funding for this infrastructure work.

### 3. Due Diligence.

a. Due Diligence Period. It is hereby understood and acknowledged by Seller that if the City Parties are unable to determine and/or obtain satisfactory results, as determined by the City Parties in their sole discretion, with respect to the matters specified in Section 3 on or before September 1, 2018 (the "**Due Diligence Period**"), the City Parties may, at their election and in their sole discretion, notify Seller in writing, at the place herein provided for notices, that they terminate this Agreement, in which case neither Party shall have further liability to the other arising out of this Agreement, except for such obligations as specifically survive termination of this Agreement.

b. Scope of the City's Diligence. On or before the expiration of the Due Diligence Period, the City must be able to determine the Real Estate complies with expectations,

including each of the following matters during the Due Diligence Period:

- i That the Real Estate is acceptable in all respects to the City, in the City's sole discretion, for the City Parties' contemplated use;
- ii That ingress and egress for the Real Estate onto a public roadway is acceptable for the City Parties' contemplated use;
- iii That the topography, soil consistency, geotechnical analysis and floodway designation of the Real Estate are acceptable for the City Parties' contemplated use; and
- iv That the environmental conditions on the Real Estate, including wetlands and animal conservation issues, are satisfactory to the City Parties.

c. Environmental. The City Parties shall have the right, at their sole cost and expense, to obtain an environmental Phase I assessment (and/or any other assessment the City Parties deem necessary or appropriate including, but not limited to any Phase II or other further testing identified in the Phase I to examine recognized environmental conditions) for the Real Estate ("**Environmental Reports**"). The City Parties shall provide prior written notice to Seller of any scheduled on-site access to the Real Estate. In the event that the City Parties desire to conduct Phase II assessment or testing, the City Parties shall provide to the Seller for its reasonable approval the proposed consulting firm (to be mutually acceptable to the parties) together with its written protocol describing the scope of such Phase II testing including an insurance certificate naming Seller as an additional insured in appropriate form. The City Parties shall review such submittals and shall promptly and reasonably approve same.

d. Geotechnical. The City Parties shall have the right, at their sole cost and expense, to obtain a geotechnical assessment (or any other assessment the City Parties deem necessary or appropriate) for the Real Estate from a consulting firm acceptable to the City Parties.

e. Survey/Title.

i Seller shall obtain a satisfactory staked survey ("**Survey**") of the Real Estate, prepared in accordance with Minimum Standard Detail Requirements meeting the then current accuracy standards for ALTA/NSPS surveys, that includes the Table A items. The Survey shall be prepared and certified to the City Parties, Seller and the Title Company as of a current date, by a registered engineer or surveyor satisfactory to Seller and the City Parties, and show the exact location of all improvements, utilities, building setback lines, easements, rights-of-way and encroachments affecting the Real Estate, and other matters apparent thereon and the relation of the Real Estate to all adjacent public thoroughfares. Further, the preparer must certify thereon whether the Real Estate or any portion thereof lies in an "area of special flood hazard" for purposes of the National Flood Insurance Program. The Survey description(s) (as well as any historical deed description(s)) shall be used in the Deed (defined below) conveying the Real Estate from Seller to the RDC. In any event, the Survey shall be sufficient to cause the Title Company to delete the standard survey exceptions from the Title Policy described in Section 4(d)(iv) below. At Closing, the City Parties shall pay for ½ of the Survey costs.

ii Within ten (10) business days of the Effective Date, Seller shall provide the City Parties with a current ALTA standard title insurance commitment, issued by the Title Company, showing the condition of Seller's title to the Real Estate and any easements, restrictions, rights-of-way, agreements or other matters burdening and/or benefitting the Real Estate (the "**Title Commitment**"), together with commitments for any endorsements thereto, as reasonably requested by the City Parties.

iii The City Parties shall, on or before the expiration of the Due Diligence Period, notify Seller of any unacceptable physical or other defects disclosed in the Title Commitment or Survey. Seller shall have ten (10) days after receipt of such notice (or such longer period as reasonably necessary with written notice to the City) to cure or remove any such unacceptable defects, at Seller's sole cost and expense. If Seller is unable or unwilling to cure or remove such defects within said period, the City Parties may either (i) cancel and terminate this Agreement upon written notice to Seller, in which event the Title Company shall immediately return the Deposit to the City and neither party shall have any further obligation under this Agreement, or (ii) waive such defects and proceed to Closing. Notwithstanding anything to the contrary in this Section 3(e)(iii), Seller shall have the obligation to cure (a) any exceptions to title that are either (i) mortgages, mechanics' and materialmen's liens evidencing monetary encumbrances or other liens (other than liens for non-delinquent real estate taxes) each to the extent created as a result of the intentional acts or omissions of Seller, its agents, affiliates or subcontractors that can be satisfied and discharged with the payment of a specified amount of money, or (ii) title matters created by Seller, its agents, affiliates or subcontractors in violation of the terms of this Agreement; and (b) any exception to title that Seller has specifically agreed in writing to remove pursuant to the terms of this Section 3(e)(iii).

iv Upon Closing, the RDC may elect to obtain an owner's policy of title insurance for the Real Estate (the "**Title Policy**") issued by the Title Company, in the amount of the Purchase Price (or any other amount the City Parties deem necessary, but which additional coverage amount shall be at the City Parties' cost and expense), showing good and marketable title in the Real Estate in the RDC, subject only to current taxes and assessments not then due and payable and, per the terms and conditions of this Agreement, any permitted exceptions. Any endorsements requested by the City Parties shall be at the City Parties' sole cost and expense.

f. Other Inspections. During the Due Diligence Period, the City Parties and their agents and representatives shall have the continuing right to enter upon the Real Estate to make tests and inspections (physical or otherwise) necessary for evaluation of the Real Estate for the City Parties' contemplated use, such tests and inspections to include without limitation soil borings and surveys. All such tests and inspections made by the City Parties are to be made at the City Parties' sole cost and expense.

g. Seller's Documents. Seller shall, within thirty (30) days after the Effective Date, provide to the City Parties copies of all of the documents and other instruments affecting the Real Estate within its possession or reasonable control, including without limitation existing notices, environmental assessments and surveys ("**Seller's Documents**").

h. Liability. The City Parties shall be liable for any damage caused to the Real Estate or to any persons thereon by the City Parties' exercise of their inspection and access rights in this Section 3, and hereby agree to indemnify and hold harmless Seller from and against any such damage or injury or resulting claims and causes of action caused thereby, including reasonable costs and attorneys' fees.

4. Conditions Precedent. The Parties acknowledge and agree that each Party must obtain additional approvals in order to proceed with the Project (the "**Condition(s) Precedent**") which shall be satisfied no later than October 31, 2018 (the "**Condition Date**"). If any Condition Precedent is not resolved by the Condition Date, this Agreement shall terminate unless the Parties agree to extend the Condition Date. The Parties further acknowledge and agree their obligation to perform the obligations under this Agreement is contingent upon each Party's satisfaction or waiver of their respective Conditions Precedent by the Condition Date. The Parties agree to work reasonably and in good faith to satisfy the Conditions Precedent on or before the Condition Date.

a. The City Parties' Conditions Precedent. The following shall be the Conditions Precedent to the City Parties' obligations under this Agreement and with respect to the Project:

i. the City Parties determine in their sole discretion they can execute and perform their obligations under this Agreement in accordance with all statutory, regulatory, legal and other requirements that are applicable to the City Parties;

ii. the City Parties obtain all necessary approvals and consents which the City Parties determine in their sole and absolute discretion are necessary or advisable to comply with any and all laws, statutes, rules, regulations applicable to the City Parties' obligations under this Agreement; and

iii. the City Parties determine, in their sole and absolute discretion that neither they, nor Seller is subject to any injunction, preliminary restraining order or other similar decree of a court of competent jurisdiction prohibiting the consummation of the Project.

b. Seller's Conditions Precedent. The following shall be the Conditions Precedent to Seller's obligations under this Agreement and with respect to the Project:

i. Seller determines in its sole discretion it can execute and perform its obligations under the Agreement in accordance with all statutory, regulatory, procedural, and other legal requirements that are applicable to Seller and any Seller affiliates that may own portions of the Real Estate, including, but not limited to, the approval of this Agreement; and

ii. Seller obtains all necessary corporate, board, third-party and other approvals and consents, which Seller determines in its sole and absolute discretion are necessary or advisable to comply with any and all laws, statutes, rules, and regulations applicable to the approval and terms of this Agreement.

c. Failure to Satisfy a Condition Precedent. If either party determines in its sole discretion it cannot satisfy, waive, or otherwise resolve one or more of its respective



Conditions Precedent on or before the Condition Date, the party's sole remedy shall be to terminate this Agreement by written notice to the other party, in the event the parties shall have no further right or obligation under this Agreement (except for rights and obligations herein which expressly survive the termination of the Agreement).

5. Taxes and Assessments. Ad valorem real estate and similar taxes and assessments relating to the Real Estate ("**Impositions**") shall not be pro-rated by the parties as neither party is subject to Impositions; provided Seller shall have the obligation to satisfy any Impositions that are secured by liens against the Real Estate on or before Closing.

6. Risk of Loss. Seller shall bear the entire risk of loss until Closing. If, after the date hereof and prior to Closing, Seller receives notice of the commencement or threatened commencement of eminent domain or other like proceedings against the Real Estate or any portion thereof, Seller shall notify the City Parties within five (5) business days after Seller's knowledge of such proceedings, and the City Parties shall elect within ten (10) business days from and after such notice, by written notice to Seller, either: (i) not to close the transaction contemplated hereby in which case the City Parties shall be entitled to an immediate refund of the Deposit and this Agreement shall be null and void; or (ii) to close the transaction contemplated hereby in accordance with its terms but subject to such proceedings, in which event Seller shall assign its rights in any condemnation award or proceeds to the City Parties. If the City Parties do not make such election within the aforesaid ten (10) business day period, the City Parties shall be deemed to have elected to close the transaction contemplated hereby in accordance with Section 7 hereof.

7. Closing. Subject to the City Parties' rights to terminate this Agreement as provided herein, the transaction contemplated hereby shall be closed in the office of the Title Company (or some other suitable location mutually determined by the City Parties and Seller) or via escrow through the Title Company ("**Closing**"), on or before thirty (30) days after the Site Condition Approval Date but in no event earlier than January 1, 2021 (the "**Closing Date**"). In the event the Closing Date does not occur before January 31, 2021, the deadline for the City Parties' to pay the Third Payment shall be extended on a day for day basis for each day of delay in the Closing Date; provided the City Parties' shall have the right to terminate this Agreement with refund of the Initial Payment in the event Seller does not comply with its obligations in Section 2(b) on or before December 31, 2023. At Closing, Seller and the City Parties, as applicable, agree to deliver (or cause to be delivered) to the other party, in accordance with the terms of this Agreement, the following:

a. a Restrictive Covenant for recording immediately before the Deed (referenced in b. below) which provides for: (i) no subsequent transfer of the Real Estate shall be made to a hospital system or health care provider which competes with Seller; (ii) the existence of the Third Payment obligation as set forth in Section 2(a)(i) herein; (iii) no new construction upon or any other use of the Real Estate prior to receipt by Seller of the Third Payment; and (iv) maintenance of the Kohr Administrative Building by City (if City Parties timely request that it not be demolished) in good condition, with emphasis on the appearance of the exterior elevation and grounds. Notwithstanding anything to the contrary in the previous sentence, the Restrictive Covenant described in Section 7(a)(ii) and (iii) shall only be recorded against and applicable to Parcel A described on Exhibit C.

b. a duly authorized and executed limited warranty deed to the RDC in recordable form, conveying marketable title to the Real Estate, subject only to current taxes not yet due and payable and, per the terms and conditions of this Agreement, any permitted exceptions (the "**Deed**"). Seller, in any event, shall be obligated to remove at or prior to Closing all mortgages and other instruments or liens securing loans or other monetary obligations encumbering the Real Estate;

c. a duly authorized and executed Vendor's Affidavit in a form reasonably acceptable to the Title Company sufficient to remove all standard non-survey exceptions from the Title Policy;

d. an affidavit in a form satisfactory to the Title Company, stating that Seller is not a "foreign person", as such term is used in §1445 of the Internal Revenue Code;

e. Seller shall deliver bills of sale conveying title to any personal property on the Real Estate;

f. Seller shall deliver to the RDC all keys, remote control devices, passcodes, entry badges and other items required to access the Real Estate;

g. the Title Company shall deliver the Title Policy;

h. Seller and the RDC shall deliver a closing statement setting forth the Initial Payment and all prorations, adjustments, debits, and Credits pursuant to the terms of this Agreement;

i. the RDC shall deliver the Second Payment, less any Credits due to the RDC pursuant to this Agreement;

j. Seller shall deliver to the RDC evidence that all Contracts have been terminated as of the Closing. As used in this Agreement, "**Contracts**" shall mean all of the contracts between Seller and/or its manager, all service and/or materials contracts, and all leases, which contracts and leases relate to the operation and maintenance of the Real Estate, true and complete copies of which are included in Seller's Documents; and

k. all other documents the City Parties or Seller reasonably deems necessary or appropriate to complete the transaction contemplated by this Agreement; including the Disclosure of Sales Information Form required by the State of Indiana.

8. Possession. Seller shall deliver exclusive possession of the Real Estate to the RDC at Closing in AS-IS condition; provided, however, the Demolition Parcel shall be delivered in "AS-IS" condition subject to the Demolition and Remediation requirements set forth in this Agreement.

9. Transfer Fees; Closing Costs. At Closing, Seller shall pay the cost of any state and/or local transfer, stamp, or other conveyance taxes or gross income tax upon the sale of the Real Estate to the RDC, in the amount required by law, and the recording costs associated with recording any documents necessary to cure any exceptions to title to which the RDC reasonably objects. At Closing, the RDC shall pay the nominal cost of recording the Deed and filing the

Indiana Sales Disclosure Form. The premium and any related search fees for the Title Policy shall be paid solely by Seller at Closing. The costs and expenses for the endorsements to the Title Policy shall be paid by the RDC. The cost of any lender policy shall be paid by the RDC, and the insured closing fee of the Title Company and the Survey shall be split equally between Seller and the RDC at Closing. All other Closing costs and expenses shall be paid by the party incurring those costs and expenses, including without limitation attorneys' fees.

10. Operating Revenue and Expenses. All operating revenue and expenses associated with the Real Estate shall be allocated between Seller and the RDC as of the Closing Date, so that Seller pays that part of operating costs accrued through the Closing Date, and the RDC pays that part of operating costs accrued beginning on the day following the Closing Date. Rents and expenses for the Closing Date shall be allocated to Seller.

11. Commissions. The City Parties represent and warrant that they have dealt with no broker, finder or other person with respect to this Agreement or the transactions contemplated hereby. Seller represents and warrants that it has dealt with no broker, finder or other person with respect to this Agreement or the transactions contemplated hereby. Seller and the City Parties each agree to indemnify and hold harmless one another against any loss, liability, damage or claim incurred by reason of any other brokerage commission or finder's fee alleged to be payable because of any act, omission or statement of the indemnifying party. Such indemnity obligations shall be deemed to include the payment of reasonable attorneys' fees and court costs incurred in defending any such claim and shall survive the Closing hereof.

12. Agreements, Representations and Warranties of Seller. Seller represents, warrants and covenants to the City Parties as to the following matters, and shall be deemed to remake all of the following representations, warranties and covenants as of the Closing Date. The truth and accuracy of all of the following representations, warranties and covenants shall be conditions precedent to the City Parties' obligation to close under this Agreement, and all such representations, warranties and covenants shall survive the Closing or the termination of this Agreement. Seller agrees to indemnify and hold harmless the City Parties from and against any and all liability arising out of any of these representations or warranties being untrue or the breach of any of the covenants.

a. Validity of Agreement. Except as specifically provided herein, the entering into of this Agreement and the consummation of the sale of the Real Estate will not require Seller to obtain (either before or after the Closing) any consent, license, permit, waiver, approval, authorization or any other action of, by, or with respect to any non-governmental or governmental person or entity.

b. Legal Proceedings. There is no pending or, to the best of Seller's knowledge, threatened action or legal proceeding affecting the Real Estate or Seller's interest therein.

c. Access; Utilities. No fact or condition exists that would result in the termination or impairment of access to the Real Estate from adjoining private streets or ways or that could result in discontinuation of necessary sewer, water, electric, gas, telephone or other utilities or services.

d. Special Assessments. There are no public improvements that have been ordered to be made, and there are no special, general, or other assessments pending, threatened against, or affecting the Real Estate.

e. Transfer of Property. Prior to Closing, Seller shall not (i) enter into or modify any lease affecting the Real Estate other than various leases which may be modified or extended by Seller, in its sole and absolute discretion, but which leases shall terminate at or before Closing (collectively, the "**Leases**"), or (ii) encumber or transfer all or any part of the Real Estate without the City Parties' consent (other than to an affiliated entity, in which case the obligations of Seller under this Agreement will transfer to such affiliated entity). Seller warrants that, except for this Agreement, there are no purchase contracts, options, leases or any other agreements of any kind, oral or written, formal or informal, recorded or unrecorded, whereby any person or entity other than Seller will have acquired or will have any basis to assert any right, title, or interest in, or right to possession, use, enjoyment or proceeds of any part or all of the Real Estate other than the Leases.

f. Hazardous Waste. Seller is not providing any representations or warranties regarding environmental matters. The City Parties shall be responsible for performing its own investigations as to environmental matters. Seller will use its best efforts to provide any prior reports which it may be able to locate.

g. Cooperation. Seller, at no cost to Seller, shall cooperate with the City Parties as may be reasonably necessary in order to satisfy the City Parties' conditions in this Agreement, including signing such applications, consents and other documents and instruments as the City Parties may reasonably request in their efforts to satisfy such conditions and by making available to the City Parties all information that is related to the Real Estate in Seller's possession or control as and when required pursuant to the terms of this Agreement.

h. Contracts. Seller has not contracted for any services or employment and has made no commitments or obligations therefor which will bind the RDC as a successor-in-interest with respect to the Real Estate and all of the Contracts are terminable by Seller prior to Closing. All Contracts will be terminated as of the Closing Date so that there shall be no obligations under any Contracts that survive the Closing.

i. Further Covenants. Seller shall advise the City Parties of any knowledge Seller has or comes into with respect to a material adverse change to the Real Estate prior to Closing, failing of which, the same shall be deemed a breach of a warranty and representation without the ability in Seller to cure the same and thereafter, the City Parties shall have the right, upon notice thereof to Seller on or prior to Closing, to terminate this Agreement, in which event the Title Company shall immediately return the Deposit to the City Parties and neither Party shall thereafter have any further liability or obligation hereunder except for such liabilities and obligations that are expressly stated herein to survive termination of this Agreement.

13. Agreements, Representations and Warranties of the City Parties. The City Parties represent, warrant and covenant to Seller as to the following matters, and shall be deemed to remake all of the following representations, warranties and covenants as of the Closing Date. The truth and accuracy of all of the following representations, warranties and covenants shall be

conditions precedent to Seller's obligation to close under this Agreement, and all such representations, warranties and covenants shall survive the Closing or the termination of this Agreement. The City Parties agree to indemnify and hold harmless Seller from and against any and all liability arising out of any of these representations or warranties being untrue or the breach of any of the covenants.

a. Authority. This Agreement has been duly authorized, executed and delivered by the City Parties and is the legal, valid, and binding obligation of the City Parties enforceable against the City Parties in accordance with its terms, and the execution and delivery thereof does not violate any provision of any agreement or judicial order to which the City Parties are a party or to which the City Parties are subject; and that all the documents to be delivered by the City Parties to Seller at Closing will, at Closing, be duly authorized, executed and delivered by the City Parties and will be the legal, valid and binding obligations of the City Parties enforceable against the City Parties in accordance with their respective terms, and the execution and delivery thereof will not violate any provision of any agreement or judicial order to which the City Parties is a party or to which the City Parties is subject.

b. Validity of Agreement. Except as specifically provided herein, the entering into of this Agreement and the consummation of the purchase of the Real Estate will not require the City Parties to obtain (either before or after the Closing) any consent, license, permit, waiver, approval, authorization or any other action of, by, or with respect to any non-governmental or governmental person or entity.

#### 14. Default.

a. Seller's Default. In the event that Seller fails to perform any of its obligations under this Agreement for any reason other than a City Party's default or the permitted termination of this Agreement by Seller or a City Party as expressly provided in this Agreement, the City Parties shall be entitled, following written notice to Seller and thirty (30) days, during which period Seller may cure the default, to (i) elect to terminate this Agreement by written notice to Seller (except for rights or obligations which expressly survive the termination of this Agreement and) and receive a return of the Initial Payment; (ii) seek the remedy of specific performance or other appropriate equitable remedy to obtain an order requiring Closing of the sale of the Real Estate upon the terms set forth in this Agreement; or (iii) waive the applicable default and continue the transactions contemplated by this Agreement.

b. The City Parties' Default. In the event that the City Parties fail to perform any of their obligations under this Agreement for any reason other than Seller's default or the permitted termination of this Agreement by either Seller or the City Parties as expressly provided in this Agreement, Seller shall be entitled, following written notice to the City Parties and thirty (30) days, during which period the City Parties may cure the default, to: (i) elect to terminate this Agreement and retain the Initial Payment (and any other amounts received from the City Parties pursuant to this Agreement) if the City Parties' failure to perform occurs before Closing; (ii) seek AAA arbitration for timely resolution of the claim for payment in the event that the Third Payment is not made after the thirty (30) days cure period upon subsequent written notice to the City Parties; or (iii) file a petition for a writ of mandamus or seek similar equitable relief from a court of competent jurisdiction with respect to the Third Payment or other sums that may be due herein,

however, if such court rules by final judgment that such equitable remedy is not available, then and only then, Seller shall be entitled to a right of reverter for the Real Estate. To that end, if Seller is entitled to enforce a right of reverter, the Parties shall work together with good faith efforts to effectuate such right of reverter in a timely manner, it being agreed between the Parties to this Agreement that the actual damages to Seller in the event of such default are impractical to ascertain. Therefore, the Parties agree that a fair and equitable additional remedy in the event of enforcement of a right of reverter is that Seller shall return \$3,000,000 to the City Parties and the Seller shall retain the amount of \$1,000,000 for estimated interest costs, costs of collection, marketing and transaction costs. Any action Seller files to compel the City Parties to pay the Third Payment shall be filed in Marion County, Indiana as the exclusive venue for the payment matter and the City Parties waive any transfer to another venue or forum.

c. Punitive, Special, Consequential and Indirect Damages. Notwithstanding anything contained in this Section 14 to the contrary, for any and every default under or pursuant to or relating to this Agreement, the rights and remedies available to the aggrieved Party shall not include punitive, special, consequential, direct or indirect damages. The terms and provisions in this Section 14 shall indefinitely survive the Closing or the termination of this Agreement.

15. Notices. All notices, requests, demands, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if delivered personally, or, if mailed, on the second day after such notice is deposited in a receptacle of the United States Postal Service, registered or certified mail, first class postage prepaid, return receipt requested, or on the first day after deposit with a nationally-recognized overnight delivery service (e.g., FedEx), or by e-mail to the e-mail addresses provided below (deemed duly and properly received on the date sent) in all events addressed appropriately as follows:

If to Seller: IU Health  
Fairbanks Hall  
340 W. 10<sup>th</sup> Street, Suite 2100  
P.O. Box 1367  
Indianapolis, IN 46206  
Attn: John Huesing, Vice President & Treasurer  
Email: [jhuesing@IUHealth.org](mailto:jhuesing@IUHealth.org)

IU Health  
Fairbanks Hall  
340 W. 10<sup>th</sup> Street, Suite 6100  
P.O. Box 1367  
Indianapolis, IN 46206  
Attn: Mary Beth Claus, SVP & General Counsel  
Email: [mclaus@IUHealth.org](mailto:mclaus@IUHealth.org)

With a copy to: Bingham Greenebaum Doll LLP  
2700 Market Tower  
10 West Market Street

Indianapolis, Indiana 46204  
Attn: Mary E. Solada, Esq.  
Email: [msolada@bgdlegal.com](mailto:msolada@bgdlegal.com)

If to the City: The City of Bloomington, Indiana  
401 N. Morton Street, Suite 210  
PO Box 1000  
Bloomington, IN 47402  
Attn: Mick Renneisen, Deputy Mayor  
Email: [renneism@bloomington.in.gov](mailto:renneism@bloomington.in.gov)

With a copy to: The City of Bloomington, Indiana  
401 N. Morton Street, Suite 210  
PO Box 1000  
Bloomington, IN 47402  
Attn: Philippa M. Guthrie, Corporation Counsel  
Email: [guthriep@bloomington.in.gov](mailto:guthriep@bloomington.in.gov)

Either party may change its address for purposes of this Section by giving the other party written notice of the new address in the manner set forth above. Notice may also be given via electronic mail (i.e., e-mail), as well as by either party's legal counsel.

16. Assignment. This Agreement shall be binding upon and inure to the benefit of the respective heirs, representatives, successors and permitted assigns of the parties hereto; provided, however, that except as noted in the following sentences, neither party shall assign its rights or obligations under this Agreement to another individual or entity without the prior written consent of the other party. Notwithstanding the foregoing, Seller has the right to assign this Agreement to a related entity without the consent of the City Parties so long as such related party is the party in title to the Real Estate, written notice of the assignment is provided to the City Parties prior to Closing, and the Seller retains responsibility for the performance of the "Seller" obligations under this Agreement.

17. Entirety of Agreement. This Agreement embodies the entire agreement and understanding of the parties related to its subject matter and supersedes all prior proposals, understandings, agreements, correspondence, arrangements and contemporaneous oral agreements relating to subject matter of this Agreement.

18. Amendments. This Agreement may be amended only by a written instrument signed by the City Parties and Seller.

19. Third Party Beneficiaries. This Agreement is for the benefit solely of the City Parties and Seller. No other person or entity shall be entitled to rely hereon or to anticipate the benefits hereof or to otherwise assert or be entitled to any rights as a third party beneficiary hereof.

20. Governing Law and Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Indiana. Seller and the City Parties irrevocably

submit to the jurisdiction of the courts of Marion County, Indiana and waive any objection to the laying of venue in such courts or any claim that any such court is an inconvenient or improper forum.

21. Headings. Section titles or captions in this Agreement are included for purposes of convenience only and shall not be considered a part of the Agreement in construing or interpreting any of its provisions. All references in this Agreement to Sections shall refer to Sections of this Agreement unless the context clearly otherwise requires.

22. Lists. When used in this Agreement, "including" has its commonly accepted meaning associated with such word and any list of items that may follow such word are illustrative and are not be deemed to represent a complete list of the contents of the referent of the subject.

23. Preparation of Agreement. The parties have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

24. Numbers; Pronouns. Unless the context otherwise requires, when used in this Agreement, the singular shall include the plural, the plural shall include the singular, and all pronouns shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

25. Attorneys' Fees. Notwithstanding anything to the contrary in this Agreement, in the event that either Seller or the City Parties, as the case may be, shall bring an action against the other party for breach of such party's obligations under this Agreement, the losing party shall pay the prevailing party's costs and expenses incurred in connection with such litigation, including without limitation reasonable attorneys' fees. The "prevailing party" shall be determined by the court hearing such matter.

26. Counterparts, PDF and Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall be considered an original. To further facilitate the execution of this Agreement, the parties agree that they will give legal effect to facsimile signatures as if such signatures originally appeared on counterpart copies of this Agreement.

27. Confidentiality. This Agreement is being made in reliance that this Agreement, the negotiations contemplated by this Agreement and other confidential information provided by the City Parties or Seller to the other party will be treated by their respective directors, officers, employees, advisors, agents and representatives in the strictest confidence. Except as required by law, neither the City Parties nor Seller shall transmit any document obtained by such party in connection with this Agreement or any other such transactions or dealings to any third party except to government agencies, prospective purchasers and tenants, and such party's counsel, consultants, lenders, and other advisors engaged to help such party in connection with the same (collectively, the "**Permitted Parties**") on a need to know basis, provided such Permitted Parties are advised of the confidentiality. Each party agrees to indemnify and hold the other party harmless from and against any loss, injury, damage, claim, lien, cost or expense, including reasonable attorneys' fees, arising from a breach of the foregoing.



28. Public Announcements. From Effective Date through the Closing Date, no public announcement or other dissemination of information regarding this Agreement shall be released or published without the prior written consent of the other party; provided that either Seller or the City Parties may make any release or publication as may be required by any lender or investor reporting requirements, applicable law, rule, regulation or order binding on the party making the disclosure, and if such party is so obligated, the disclosing party shall, except in the case of any disclosure to any lender or investor, give prior notice thereof to the other party, shall cooperate with the other party to prepare a mutually acceptable disclosure, and shall provide a copy thereof to the other contemporaneously with the release or publication.

29. Seller's Right to Solicit Offers. Seller shall not have the right to list or market the Real Estate for sale or otherwise solicit any offers, directly or indirectly, during the term of this Agreement unless there is an event of default under this Agreement by the City Parties.

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement as of the Effective Date.

**"CITY"**

THE CITY OF BLOOMINGTON, INDIANA

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

**"RDC"**

THE CITY OF BLOOMINGTON, INDIANA,  
by and through the Bloomington Redevelopment Commission

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

**"SELLER"**

INDIANA UNIVERSITY HEALTH, INC.,  
an Indiana nonprofit corporation  
d/b/a IU HEALTH

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

Real Estate

**TRACT 1:**

A PART OF SEMINARY LOT NUMBER 46 IN THE CITY OF BLOOMINGTON, INDIANA BOUNDED AND DESCRIBED AS FOLLOWS TO WIT: BEGINNING AT A POINT 10 RODS EAST OF THE NORTHWEST CORNER OF SAID SEMINARY LOT AND RUNNING THENCE SOUTH 170 FEET, THENCE EAST 80 FEET, THENCE NORTH 170 FEET, THENCE WEST 80 FEET TO THE BEGINNING.

EXCEPTING THEREFROM A PART OF SEMINARY LOT 46, IN THE CITY OF BLOOMINGTON, INDIANA DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 245.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SEMINARY LOT 46, THENCE SOUTH FOR A DISTANCE OF 20.10 FEET, THENCE WEST FOR A DISTANCE OF 2.47 FEET, THENCE NORTH FOR A DISTANCE OF 3.06 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.60 FEET, SAID POINT OF CURVATURE BEING 12.60 FEET EAST OF THE RADIUS POINT OF SAID CURVE, THENCE NORTHWESTERLY OVER AND ALONG SAID CURVE FOR A DISTANCE OF 15.70 FEET TO A POINT ON SAID CURVE THAT STANDS 12.60 FEET NORTH 18 DEGREES 36 MINUTES 25 SECONDS EAST OF THE RADIUS POINT OF SAID CURVE, THENCE NORTH 68 DEGREES 56 MINUTES 53 SECONDS WEST, NON-TANGENT TO THE LAST DESCRIBED CURVE, FOR A DISTANCE OF 14.20 FEET TO THE NORTH LINE OF SAID SEMINARY LOT 46, THENCE EAST OVER AND ALONG SAID NORTH LINE FOR A DISTANCE OF 24.30 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OVER AND ACROSS THE FOLLOWING DESCRIBED REAL ESTATE AS A MEANS OF INGRESS AND EGRESS TO AND FROM THE ABOVE DESCRIBED REAL ESTATE AND WEST SECOND STREET IN THE CITY OF BLOOMINGTON, INDIANA: BEGINNING AT A POINT 165 FEET EAST OF THE NORTHWEST CORNER OF SAID SEMINARY LOT 46, RUNNING THENCE SOUTH 170 FEET; RUNNING THENCE WEST 22 FEET; RUNNING THENCE NORTH 170 FEET; RUNNING THENCE EAST 22 FEET TO THE PLACE OF BEGINNING, BEING RECORDED IN DEED RECORD BOOK 182, PAGES 252-253, IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA.

TOGETHER WITH ANY AND RIGHTS OF THE GRANTOR IN AND TO A CERTAIN EASEMENT FOR DRIVEWAY, ENTERED INTO BY BLOOMINGTON MEDICAL SPECIALISTS BLDG., INC., AND EVA R. BROWN ON THE 13TH DAY OF DECEMBER 1967, SAID EASEMENT BEING RECORDED ON PAGES 252-253 IN DEED RECORD NUMBER 182 OF THE RECORDS ON FILE IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA.

**TRACT 2:**

A PART OF SEMINARY LOTS NUMBERED THIRTEEN (13) AND FOURTEEN (14) IN BLOOMINGTON, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING ON THE NORTH LINE OF SAID SEMINARY LOT #14 AT A POINT 94 FEET EAST OF THE NORTHWEST CORNER THEREOF, THENCE EAST ON SAID NORTH LINE 44 FEET, THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOTS #13 AND #14, 108 FEET, THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT #14, 44 FEET, THENCE NORTH ON A LINE PARALLEL WITH THE WEST LINES OF SAID LOTS #13 AND #14 TO THE PLACE OF BEGINNING.

**TRACT 3:**

PARCEL I:

A PART OF SEMINARY LOT NUMBER THIRTY-SEVEN (37) IN THE CITY OF BLOOMINGTON, MONROE COUNTY, STATE OF INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE NORTHEAST CORNER OF SAID SEMINARY LOT THIRTY-SEVEN (37), RUNNING THENCE SOUTH ONE HUNDRED THIRTY-TWO (132) FEET, THENCE WEST SIXTY-SIX (66) FEET, THENCE NORTH ONE HUNDRED THIRTY-TWO (132) FEET, THENCE EAST SIXTY-SIX (66) FEET TO THE PLACE OF BEGINNING.

PARCEL II:

PART OF SEMINARY LOT NUMBER FOURTEEN (14) IN THE CITY OF BLOOMINGTON, INDIANA, BOUNDED AND DESCRIBED AS FOLLOW, TO-WIT: BEGINNING AT THE NORTHWEST CORNER OF SAID SEMINARY LOT NUMBER FOURTEEN (14), THENCE RUNNING SOUTH OVER AND ALONG THE WEST LINE OF SEMINARY LOT FOURTEEN (14) FOR A DISTANCE OF ONE HUNDRED FOUR AND FIVE TENTHS (104.5) FEET, AND TO THE SOUTHWEST CORNER OF SEMINARY LOT FOURTEEN (14); THENCE EAST OVER AND ALONG THE SOUTH LINE OF SAID SEMINARY LOT FOR A DISTANCE OF FIFTY (50) FEET; THENCE NORTH AND PARALLEL TO THE WEST LINE OF SAID LOT FOR A DISTANCE OF ONE HUNDRED FOUR AND FIVE TENTHS (104.5) FEET AND THE NORTH LINE OF SAID LOT, THENCE WEST FIFTY (50) FEET TO THE PLACE OF BEGINNING.

PARCEL III:

PART OF SEMINARY LOTS NUMBER THIRTEEN (13) AND FOURTEEN (14) IN THE CITY OF BLOOMINGTON, INDIANA DESCRIBED AS FOLLOWS: COMMENCING ON THE NORTH LINE OF SAID SEMINARY LOT NUMBER FOURTEEN (14), FIFTY (50) FEET EAST OF THE NORTHWEST CORNER, THENCE EAST ON SAID NORTH LINE FORTY-FOUR (44) FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOTS 13 AND 14, ONE HUNDRED EIGHT (108) FEET; THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID SEMINARY LOT 14, FORTY-FOUR (44);

THENCE NORTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOTS 13 AND 14; ONE HUNDRED EIGHT (108) FEET TO THE PALCE OF BEGINNING.

**TRACT 4:**

A PART OF SEMINARY LOT NUMBER THIRTY-SEVEN (37) IN THE CITY OF BLOOMINGTON, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ONE HUNDRED THIRTY-TWO (132) FEET WEST OF THE NORTHEAST CORNER OF SAID SEMINARY LOT NUMBER THIRTY-SEVEN (37); THENCE WEST FIFTY-THREE (53) FEET, THENCE SOUTH ONE HUNDRED THIRTY-TWO (132) FEET; THENCE EAST FIFTY-THREE (53) FEET; TO A POINT ONE HUNDRED THIRTY-TWO FEET WEST OF THE EAST LINE OF SAID SEMINARY LOT NUMBER THIRTY-SEVEN (37); THENCE NORTH ONE HUNDRED THIRTY-TWO (132) FEET TO THE PLACE OF BEGINNING.

SUBJECT TO AN EASEMENT FOR A RIGHT OF WAY AND PRIVATE DRIVEWAY TWO (2) FEET IN WIDTH, IN, OVER, AND ALONG THE FOLLOWING DESCRIBED REAL ESTATE TO-WIT:

BEGINNING AT A POINT ONE HUNDRED EIGHTY-FIVE FEET WEST OF THE NORTHEAST CORNER OF SAID SEMINARY LOT THIRTY-SEVEN (37), RUNNING THENCE SOUTH SEVENTY-SIX AND ONE-HALF (76.5) FEET, THENCE EAST TWO (2) FEET, THENCE NORTH SEVENTY SIX AND ONEHALF (76.5) FEET, THENCE WEST TWO (2) FEET TO THE PLACE OF BEGINNING.

ALSO AN EASEMENT FOR A RIGHT OF WAY AND PRIVATE DRIVEWAY SIX (6) FEET IN WIDTH, IN, OVER, AND ALONG THE FOLLOWING DESCRIBED REAL ESTATE TO-WIT: BEGINNING AT A POINT ONE HUNDRED EIGHTY FIVE (185) FEET WEST OF THE NORTHEAST CORNER OF SAID SEMINARY LOT NUMBER THIRTY-SEVEN (37), RUNNING THENCE WEST SIX (6) FEET, THENCE SOUTH SEVENTY-SIX AND ONE-HALF (76.5) FEET, THENCE EAST SIX (6) FEET, THENCE NORTH SEVENTY-SIX AND ONE-HALF (76.5) FEET TO THE PLACE OF BEGINNING.

**TRACT 5:**

A PART OF SEMINARY LOTS THIRTEEN (13) AND FOURTEEN (14) IN THE CITY OF BLOOMINGTON, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT A POINT ONE HUNDRED THIRTY-EIGHT (138) FEET EAST OF THE NORTHWEST CORNER OF SEMINARY LOT FOURTEEN (14), RUNNING THENCE EAST THIRTY (30) FEET, THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SEMINARY LOTS THIRTEEN (13) AND FOURTEEN (14) ONE HUNDRED EIGHT (108) FEET, TO THE PLACE OF BEGINNING.

**TRACT 6:**

PARCEL I:

PART OF SEMINARY LOT #52 IN THE CITY OF BLOOMINGTON, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT A POINT ON THE NORTH BOUNDARY LINE OF SAID SEMINARY LOT, SAID POINT BEING 53 FEET WEST OF THE NORTHEAST CORNER THEREOF, AND RUNNING THENCE SOUTH FOR A DISTANCE OF 158 FEET, RUNNING THENCE WEST FOR A DISTANCE OF 50 FEET; RUNNING THENCE NORTH FOR A DISTANCE OF 158 FEET AND TO THE NORTH BOUNDARY LINE OF SAID SEMINARY LOT, AND RUNNING THENCE EAST 50 FEET TO THE PLACE OF BEGINNING.

PARCEL II:

PART OF SEMINARY LOT NUMBER FIFTY-TWO (52) IN THE CITY OF BLOOMINGTON, INDIANA, AS FOLLOWS TO-WIT: COMMENCING AT A POINT SIX AND ONE-FOURTH (6 ¼) POLES WEST OF THE NORTHEAST CORNER OF SAID SEMINARY LOT NUMBER FIFTY-TWO (52), RUNNING THENCE WEST SIX AND ONE-FOURTH (6 ¼) POLES; THENCE SOUTH THIRTEEN (13) POLES, THENCE EAST SIX AND ONE-FOURTH (6 ¼) POLES; THENCE NORTH THIRTEEN POLES TO THE PLACE OF BEGINNING.

PARCEL III:

LOT NUMBER ONE HUNDRED FORTY-EIGHT (148) IN THE DIXIE HIGHWAY ADDITION IN THE CITY OF BLOOMINGTON, INDIANA.

PARCEL IV:

LOT NUMBER ONE HUNDRED FORTY-NINE (149) IN THE DIXIE HIGHWAY ADDITION IN THE CITY OF BLOOMINGTON, INDIANA.

PARCEL V:

LOT NUMBER ONE HUNDRED FIFTY (150) IN THE DIXIE HIGHWAY ADDITION IN THE CITY OF BLOOMINGTON, INDIANA.

**TRACT 7:**

PARCEL I:

ONE HUNDRED FIFTY (150) FEET OF EVEN WIDTH OFF OF THE ENTIRE SOUTH END OF THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT: A PART OF SEMINARY LOT NUMBER 46 IN THE CITY OF BLOOMINGTON, INDIANA, BOUNDED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SEMINARY LOT, RUNNING THENCE EAST 66 FEET, THENCE SOUTH 20 RODS, THENCE WEST 66 FEET, THENCE NORTH 20 RODS TO THE PLACE OF BEGINNING.

PARCEL II:

PART OF SEMINARY LOT NUMBER FORTY-SIX (46) IN THE CITY OF BLOOMINGTON, INDIANA, BOUNDED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT, RUNNING THENCE EAST TEN (10) POLES; THENCE NORTH TWENTY (20) POLES; THENCE WEST TEN (10) POLES; THENCE SOUTH TWENTY (20) POLES AND TO THE PLACE OF BEGINNING.

PARCEL III:

A PART OF SEMINARY LOT #61 BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SEMINARY LOT #61; THENCE WEST ON THE NORTH LINE OF SAID LOT; 11 RODS AND 15 LINKS; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID LOT, 660 FEET TO THE SOUTH LINE THEREOF; THENCE EAST ALONG SAID SOUTH LINE TO A POINT 50 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTH PARALLEL WITH SAID EAST LINE OF SAID LOT, 165 FEET; THENCE EAST 50 FEET TO THE EAST LINE OF SAID LOT; THENCE NORTH ALONG THE EAST LINE OF SAID LOT TO THE PLACE OF BEGINNING.

**TRACT 8:**

PART OF SEMINARY LOT NUMBER 46 IN THE CITY OF BLOOMINGTON, INDIANA, BOUNDED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT 66 FEET EAST OF NORTHWEST CORNER OF SAID SEMINARY LOT, RUNNING THENCE EAST 44 FEET, THENCE SOUTH 20 RODS, THENCE WEST 44 FEET, THENCE NORTH TO THE PLACE OF BEGINNING.

ALSO, A PART OF SEMINARY LOT NUMBER 46 IN THE CITY OF BLOOMINGTON, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT 110 FEET EAST AND 194 FEET SOUTH OF THE NORTHWEST CORNER OF SEMINARY LOT NUMBER 46, AND RUNNING THENCE SOUTH 137 FEET, MORE OR LESS, AND TO A POINT 20 RODS SOUTH OF SECOND STREET, THENCE EAST 55 FEET, THENCE NORTH 137 FEET, MORE OR LESS, AND TO A POINT 194 FEET SOUTH OF THE NORTH LINE OF SAID SEMINARY LOT NUMBER 46, THENCE WEST 55 FEET AND TO THE PLACE OF BEGINNING.

ALSO, A PART OF SEMINARY LOT 46 IN THE CITY OF BLOOMINGTON, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT 110 FEET EAST OF THE NORTHWEST CORNER OF SAID SEMINARY LOT, RUNNING THENCE EAST 55 FEET, THENCE SOUTH 194 FEET, THENCE WEST 55 FEET, THENCE NORTH 194 FEET TO THE PLACE OF BEGINNING.

**TRACT 9:**

A PART OF SEMINARY LOT THIRTEEN (13), IN THE CITY OF BLOOMINGTON, INDIANA BOUNDED AND DESCRIBED AS FOLLOWS TO-WIT: BEGINNING AT A

NORTHWEST CORNER OF SEMINARY LOT 13, RUNNING THENCE SOUTH ALONG THE WEST LINE OF SAID LOT NUMBER 13 TO THE SOUTHEAST CORNER OF SAID SEMINARY LOT NUMBER 13, THENCE EAST 50 FEET; THENCE NORTH TO A POINT ON THE NORTH LINE OF SAID SEMINARY LOT 13, 50 FEET EAST OF THE NORTHWEST CORNER OF SAID SEMINARY LOT NUMBER 13, THENCE WEST 50 FEET TO THE PLACE OF BEGINNING.

**TRACT 10:**

PARCEL I:

ONE HUNDRED FEET OF EVEN WIDTH OFF THE ENTIRE NORTH END OF SEMINARY LOT 10 IN BLOOMINGTON, INDIANA. ALSO, SEMINARY LOT 11 AND SEMINARY LOT 12 IN BLOOMINGTON, INDIANA. ALSO, PART OF SEMINARY LOT 13 AND SEMINARY LOT 14 IN BLOOMINGTON, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SEMINARY LOT 13, THENCE WEST OVER AND ALONG THE SOUTH LINE OF SAID SEMINARY LOT 13 FOR A DISTANCE OF 158.56 FEET TO A POINT 50.00 FEET EAST OF THE SOUTHWEST CORNER OF SAID SEMINARY LOT 13, THENCE NORTH PARALLEL TO THE WEST LINE OF SAID SEMINARY LOT 13 FOR A DISTANCE OF 100.00 FEET, THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID SEMINARY LOT 13 FOR A DISTANCE OF 118.56 FEET TO A POINT 40.00 FEET WEST OF THE EAST LINE OF SAID SEMINARY LOT 13, THENCE NORTH PARALLEL TO AND 40.00 FEET WEST OF THE EAST LINE OF SAID SEMINARY LOTS 13 AND 14 FOR A DISTANCE OF 108.96 FEET TO THE NORTH LINE OF SAID SEMINARY LOT 14, THENCE EAST OVER AND ALONG THE NORTH LINE OF SAID SEMINARY LOT 14, SAID NORTH LINE BEING THE SOUTH LINE OF WEST SECOND STREET, FOR A DISTANCE OF 40.00 FEET TO THE NORTHEAST CORNER OF SAID SEMINARY LOT 14, THENCE SOUTH OVER AND ALONG THE EAST LINE OF SAID SEMINARY LOTS 13 AND 14 FOR A DISTANCE OF 208.96 FEET TO THE POINT OF BEGINNING. CONTAINING IN SAID SEMINARY LOTS 13 AND 14 0.46 ACRES, MORE OR LESS.

ALSO, PART OF SEMINARY LOT 37 IN BLOOMINGTON, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS 589.50 FEET SOUTH OF THE NORTH LINE AND 409.44 FEET WEST OF THE EAST LINE OF SAID SEMINARY LOT 37, SAID POINT BEING ON THE EAST LINE OF SOUTH ROGERS STREET, THENCE EAST FOR A DISTANCE OF 108.00 FEET, THENCE SOUTH FOR A DISTANCE OF 70.50 FEET TO THE NORTH LINE OF WEST FIRST STREET, THENCE EAST OVER AND ALONG THE NORTH LINE OF SAID WEST FIRST STREET FOR A DISTANCE OF 142.44 FEET, THENCE NORTH FOR A DISTANCE OF 108.96 FEET, THENCE EAST FOR A DISTANCE OF 159.00 FEET TO THE EAST LINE OF SAID SEMINARY LOT 37, THENCE NORTHERLY OVER AND ALONG THE EAST LINE OF SAID SEMINARY LOT 37 FOR A DISTANCE OF 481.60 FEET TO A POINT THAT IS 132.00 FEET SOUTH OF THE SOUTH LINE OF WEST SECOND STREET, SAID POINT BEING 412.87 FEET EAST OF THE EAST LINE OF SOUTH ROGERS STREET, THENCE WEST FOR A DISTANCE OF 66.00 FEET, THENCE NORTH FOR A DISTANCE



OF 132.00 FEET TO THE SOUTH LINE OF WEST SECOND STREET, THENCE WEST OVER AND ALONG SAID SOUTH LINE FOR A DISTANCE OF 66.00 FEET, THENCE SOUTH FOR A DISTANCE OF 132.00 FEET, THENCE WEST FOR A DISTANCE OF 53.00 FEET, THENCE NORTH FOR A DISTANCE 132.00 FEET TO THE SOUTH LINE OF WEST SECOND STREET, THENCE WEST OVER AND ALONG SAID SOUTH LINE FOR A DISTANCE OF 137.87 FEET TO A POINT 90.00 FEET EAST OF THE EAST LINE OF SOUTH ROGERS STREET, THENCE SOUTH FOR A DISTANCE OF 198.00 FEET, THENCE WEST FOR A DISTANCE OF 90.00 FEET TO THE EAST LINE OF SOUTH ROGERS STREET, THENCE SOUTH OVER AND ALONG SAID EAST LINE OF SOUTH ROGERS STREET FOR A DISTANCE OF 391.04 FEET TO THE POINT OF BEGINNING. EXCEPTING A PART OF SEMINARY LOT 37 IN THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS 589.50 FEET SOUTH OF THE NORTH LINE OF SAID SEMINARY LOT 37 AND 409.44 FEET WEST OF THE EAST LINE OF SAID SEMINARY LOT 37, SAID POINT BEING ON THE EAST LINE OF SOUTH ROGERS STREET, THENCE NORTH OVER AND ALONG THE EAST LINE OF SAID SOUTH ROGERS STREET FOR A DISTANCE OF 206.00 FEET, THENCE EAST FOR A DISTANCE OF 250.44 FEET, THENCE SOUTH FOR A DISTANCE OF 206.00 FEET, THENCE WEST FOR A DISTANCE OF 250.44 FEET TO THE POINT OF BEGINNING. CONTAINING IN SAID SEMINARY LOT 37 AFTER SAID EXCEPTION 3.70 ACRES, MORE OR LESS.

SUBJECT TO A DRIVEWAY EASEMENT DESCRIBED AS FOLLOWS: BEGINNING AT POINT 185.00 FEET WEST OF THE NORTHEAST CORNER OF SAID SEMINARY LOT 37, THENCE SOUTH FOR A DISTANCE OF 76.50 FEET, THENCE WEST FOR DISTANCE OF 6.00 FEET, THENCE NORTH FOR A DISTANCE OF 76.50 FEET, THENCE EAST FOR A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING. ALSO, A DRIVEWAY EASEMENT DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 185.00 FEET WEST OF THE NORTHEAST CORNER OF SAID SEMINARY LOT 37, THENCE SOUTH FOR A DISTANCE OF 76.50 FEET, THENCE EAST FOR A DISTANCE OF 2.00 FEET, THENCE NORTH FOR A DISTANCE OF 76.50 FEET, THENCE WEST FOR A DISTANCE OF 2.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE FOLLOWING DESCRIBED INGRESS EGRESS / PARKING EASEMENTS: BEGINNING AT A POINT THAT IS 383.50 FEET SOUTH OF THE NORTH LINE OF SAID SEMINARY LOT 37 AND 373.00 FEET WEST OF THE EAST LINE OF SAID SEMINARY LOT 37, THENCE EAST FOR A DISTANCE OF 178.00 FEET, THENCE NORTH FOR A DISTANCE OF 30.00 FEET, THENCE WEST FOR A DISTANCE OF 43.00 FEET, THENCE NORTH FOR A DISTANCE OF 41.00 FEET, THENCE WEST FOR A DISTANCE OF 135.00 FEET, THENCE SOUTH FOR A DISTANCE OF 71.00 FEET TO THE POINT OF BEGINNING. ALSO, BEGINNING AT A POINT ON THE EAST LINE OF SAID SEMINARY LOT 37, SAID POINT BEING 434.54 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SEMINARY LOT 37, THENCE NORTH OVER AND ALONG THE EAST LINE OF SAID SEMINARY LOT 37 FOR A DISTANCE OF 60.00 FEET; THENCE WEST FOR A DISTANCE OF 159.00 FEET, THENCE SOUTH FOR A DISTANCE OF 60.00 FEET, THENCE EAST FOR A DISTANCE OF 159.00 FEET TO THE POINT OF BEGINNING. ALSO, BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SEMINARY LOT 37, SAID POINT BEING 265.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID SEMINARY LOT 37, THENCE NORTH FOR A DISTANCE

OF 28.00 FEET, THENCE WEST FOR A DISTANCE OF 20.00 FEET, THENCE NORTH FOR A DISTANCE OF 42.5 FEET, THENCE EAST FOR A DISTANCE OF 64.00 FEET, THENCE SOUTH FOR A DISTANCE OF 37.50 FEET, THENCE WEST FOR A DISTANCE OF 20.00 FEET, THENCE SOUTH FOR A DISTANCE OF 33.00 FEET TO THE SOUTH LINE OF SAID SEMINARY LOT 37, THENCE WEST OVER AND ALONG THE SOUTH LINE OF SAID SEMINARY LOT 37 FOR A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING. ALSO, SUBJECT TO THE FOLLOWING DESCRIBED EASEMENTS: A PART OF SEMINARY LOT 37, BLOOMINGTON, INDIANA, DESCRIBED AS FOLLOWS: A SANITARY SEWER EASEMENT 16.44 FEET WIDE LYING ON THE WEST SIDE OF AND IMMEDIATELY ADJACENT TO THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT THAT IS 285.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID SEMINARY LOT 37, SAID POINT BEING ON THE NORTH LINE OF FIRST STREET, THENCE NORTH FOR A DISTANCE OF 70.50 FEET. A PART OF SEMINARY LOT 37, BLOOMINGTON, INDIANA, DESCRIBED AS FOLLOWS: A UTILITY EASEMENT 18.00 FEET WIDE LYING ON THE EAST SIDE OF AND IMMEDIATELY ADJACENT TO THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT THAT IS 221.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID SEMINARY LOT 37, SAID POINT BEING ON THE NORTH LINE OF FIRST STREET, THENCE NORTH FOR A DISTANCE OF 70.50 FEET. A PART OF SEMINARY LOT 37, BLOOMINGTON, INDIANA, DESCRIBED AS FOLLOWS: A UTILITY EASEMENT 12.00 FEET WIDE, LYING 6.00 FEET OF EVEN WIDTH ON BOTH SIDES OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT POINT THAT IS 383.50 FEET SOUTH OF THE NORTH LINE OF SAID SEMINARY LOT 37, AND 258.00 FEET WEST OF THE EAST LINE OF SAID SEMINARY LOT 37, THENCE NORTH FOR A DISTANCE OF 177.00 FEET.

ALSO, A PART OF SEMINARY LOT NUMBER 45 IN THE CITY OF BLOOMINGTON, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF WEST FIRST STREET WITH THE WEST LINE OF SOUTH ROGERS STREET, SAID INTERSECTION BEING 14.16 FEET WEST OF THE NORTHEAST CORNER OF SAID SEMINARY LOT 45, THENCE NORTH 89 DEGREES 46 MINUTES WEST (ASSUMED BEARING) OVER AND ALONG THE SOUTH LINE OF SAID WEST FIRST STREET FOR A DISTANCE OF 640.84 FEET TO THE EAST LINE OF FAIRVIEW STREET, THENCE SOUTH 0 DEGREES 51 MINUTES 07 SECONDS WEST OVER AND ALONG SAID EAST LINE FOR A DISTANCE OF 331.08 FEET TO THE NORTH LINE OF WYLIE STREET, THENCE SOUTH 89 DEGREES 08 MINUTES EAST OVER AND ALONG SAID NORTH LINE FOR A DISTANCE OF 645.83 FEET TO THE WEST LINE OF SOUTH ROGERS STREET, THENCE NORTH OVER AND ALONG SAID WEST LINE FOR DISTANCE OF 338.20 FEET TO THE POINT AT BEGINNING.

CONTAINING 4.94 ACRES, MORE OR LESS.

ALSO, BEGINNING AT POINT THAT IS 333.31 FEET SOUTH AND 337.34 FEET WEST OF THE NORTHEAST CORNER OF SAID SEMINARY LOT 45, SAID POINT BEGINNING BEING THE INTERSECTION POINT OF THE WEST RIGHT OF WAY OF PLATTED ALLEY 10 FEET IN WIDTH WITH THE NORTH RIGHT OF WAY OF WYLIE STREET, THENCE NORTH FOR A DISTANCE OF 160.00 FEET, THENCE NORTH 89 DEGREES 08 MINUTES WEST FOR A DISTANCE OF 92.00 FEET, THENCE SOUTH FOR A DISTANCE

OF 160.00 FEET TO THE NORTH RIGHT OF WAY OF WYLIE STREET, THENCE SOUTH 89 DEGREES 08 MINUTES EAST OVER AND ALONG THE NORTH RIGHT OF WAY OF WYLIE STREET FOR A DISTANCE OF 92.00 FEET TO THE PLACE OF BEGINNING. CONTAINING AFTER SAID EXCEPTIONS, 2.60 ACRES, MORE OR LESS. EXCEPTING ALLEYWAYS 10 FEET IN WIDTH WITHIN THE ABOVE DESCRIBED TRACT WHICH HERETOFORE HAVE NOT BEEN VACATED.

LOTS 1, 2, 3, 4, 5, 6, 7, AND 8 IN SAINT CLAIR'S ADDITION TO THE CITY OF BLOOMINGTON, INDIANA. ALSO, A PART OF SEMINARY LOT NUMBER 37 AND A PART OF SEMINARY LOT NUMBER 46 IN THE CITY OF BLOOMINGTON, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SEMINARY LOT 46 THAT IS 245 FEET EAST OF THE NORTHWEST CORNER OF THE SAID SEMINARY LOT NUMBER 46, SAID POINT BEING ON THE SOUTH LINE OF WEST SECOND STREET, THENCE EAST, OVER AND ALONG THE NORTH LINE OF SEMINARY LOT NUMBER 46 (SOUTH LINE OF WEST SECOND STREET), FOR A DISTANCE OF 349 FEET, THENCE SOUTH FOR A DISTANCE OF 330 FEET, THENCE EAST FOR A DISTANCE OF 266 FEET, AND TO THE SOUTHEAST CORNER OF LOT NUMBER 7 IN SAINT CLAIR'S ADDITION TO THE CITY OF BLOOMINGTON, SAID LOT CORNER BEING ON THE WEST LINE OF SOUTH ROGERS STREET, THENCE SOUTH OVER AND ALONG THE WEST LINE OF SOUTH ROGERS STREET FOR A DISTANCE OF 330 FEET, AND TO THE SOUTH LINE OF SEMINARY LOT NUMBER 37, SAID POINT BEING THE INTERSECTION OF THE WEST LINE OF SOUTH ROGERS STREET WITH THE NORTH LINE OF WEST FIRST STREET, THENCE WEST OVER AND ALONG THE SOUTH LINE OF SEMINARY LOT NUMBER 37 (NORTH LINE OF WEST FIRST STREET), FOR A DISTANCE OF 238.94 FEET, AND TO THE SOUTHWEST CORNER OF THE SAID SEMINARY LOT NUMBER 37 AND THE SOUTHEAST CORNER OF SEMINARY LOT NUMBER 46, THENCE CONTINUING WEST, OVER AND ALONG THE SOUTH LINE OF SEMINARY LOT NUMBER 46 (NORTH LINE OF WEST FIRST STREET), FOR A DISTANCE OF 456.06 FEET, THENCE NORTH FOR A DISTANCE OF 490 FEET, THENCE EAST FOR A DISTANCE OF 80 FEET, THENCE NORTH FOR A DISTANCE OF 149.90 FEET, THENCE WEST FOR A DISTANCE OF 2.47 FEET, THENCE NORTH FOR A DISTANCE OF 3.06 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.60 FEET, SAID POINT OF CURVATURE BEING 12.60 FEET EAST OF THE RADIUS POINT OF SAID CURVE, THENCE NORTHWESTERLY OVER AND ALONG SAID CURVE FOR A DISTANCE OF 15.70 FEET TO A POINT ON SAID CURVE THAT STANDS 12.60 FEET NORTH 18 DEGREES 36 MINUTES 25 SECONDS EAST OF THE RADIUS POINT OF SAID CURVE, THENCE NORTH 68 DEGREES 56 MINUTES 53 SECONDS WEST, NON-TANGENT TO THE LAST DESCRIBED CURVE, FOR A DISTANCE OF 14.20 FEET TO THE NORTH LINE OF SAID SEMINARY LOT 46, THENCE EAST OVER AND ALONG SAID NORTH LINE FOR A DISTANCE OF 24.30 FEET TO THE POINT OF BEGINNING. CONTAINING 8.20 ACRES, MORE OR LESS.

PARCEL II:

A PART OF SEMINARY LOT 45 IN BLOOMINGTON, MONROE COUNTY, INDIANA DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS 14.16 FEET WEST OF THE NORTHEAST CORNER OF SAID SEMINARY LOT 45, SAID BEGINNING POINT

BEING THE INTERSECTION POINT OF THE WEST RIGHT OF WAY OF SOUTH ROGERS STREET WITH THE SOUTH RIGHT OF WAY OF FIRST STREET, THENCE NORTH 89 DEGREES 46 MINUTES WEST (ASSUMED BEARING) OVER AND ALONG THE SOUTH RIGHT OF WAY OF WEST FIRST STREET FOR A DISTANCE OF 220.96 FEET TO A POINT THAT IS 419.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SEMINARY LOT 45, THENCE SOUTH FOR A DISTANCE OF 198.03 FEET, THENCE SOUTH 89 DEGREES 47 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 198.03 FEET, THENCE SOUTH 89 DEGREES 47 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 92.21 FEET TO THE EAST RIGHT OF WAY ON A PLATTED ALLEY 10 FEET IN WIDTH, THENCE SOUTH OVER AND ALONG THE EAST RIGHT OF WAY OF SAID PLATTED ALLEY FOR A DISTANCE OF 136.00 FEET TO THE NORTH RIGHT OF WAY OF WYLIE STREET, THENCE SOUTH 89 DEGREES 08 MINUTES EAST OVER AND ALONG THE NORTH RIGHT OF WAY OF WYLIE STREET FOR A DISTANCE OF 313.21 FEET TO THE WEST RIGHT OF WAY OF SOUTH ROGERS STREET, THENCE NORTH OVER AND ALONG WEST RIGHT OF WAY OF SOUTH ROGERS STREET FOR A DISTANCE OF 338.20 FEET TO THE PLACE OF BEGINNING.

ALSO, BEGINNING AT A POINT THAT IS 333.31 FEET SOUTH AND 337.34 FEET WEST OF THE NORTHEAST CORNER OF SAID SEMINARY LOT 45, SAID POINT OF BEGINNING BEING THE INTERSECTION POINT OF THE WEST RIGHT OF WAY OF A PLATTED ALLEY 10 FEET IN WIDTH WITH THE NORTH RIGHT OF WAY OF WYLIE STREET, THENCE NORTH FOR A DISTANCE OF 160.00 FEET, THENCE NORTH 89 DEGREES 08 MINUTES WEST FOR A DISTANCE OF 92.00 FEET, THENCE SOUTH FOR A DISTANCE OF 160.00 FEET TO THE NORTH RIGHT OF WAY OF WYLIE STREET, THENCE SOUTH 89 DEGREES 08 MINUTES EAST OVER AND ALONG THE NORTH RIGHT OF WAY OF WYLIE STREET FOR A DISTANCE OF 92.00 FEET TO THE PLACE OF BEGINNING. EXCEPTING ALLEYWAYS 10 FEET IN WIDTH WITHIN THE ABOVE DESCRIBED TRACT, WHICH HERETOFORE HAVE NOT BEEN VACATED.

**[Legal description to be confirmed during the Due Diligence Period.]**

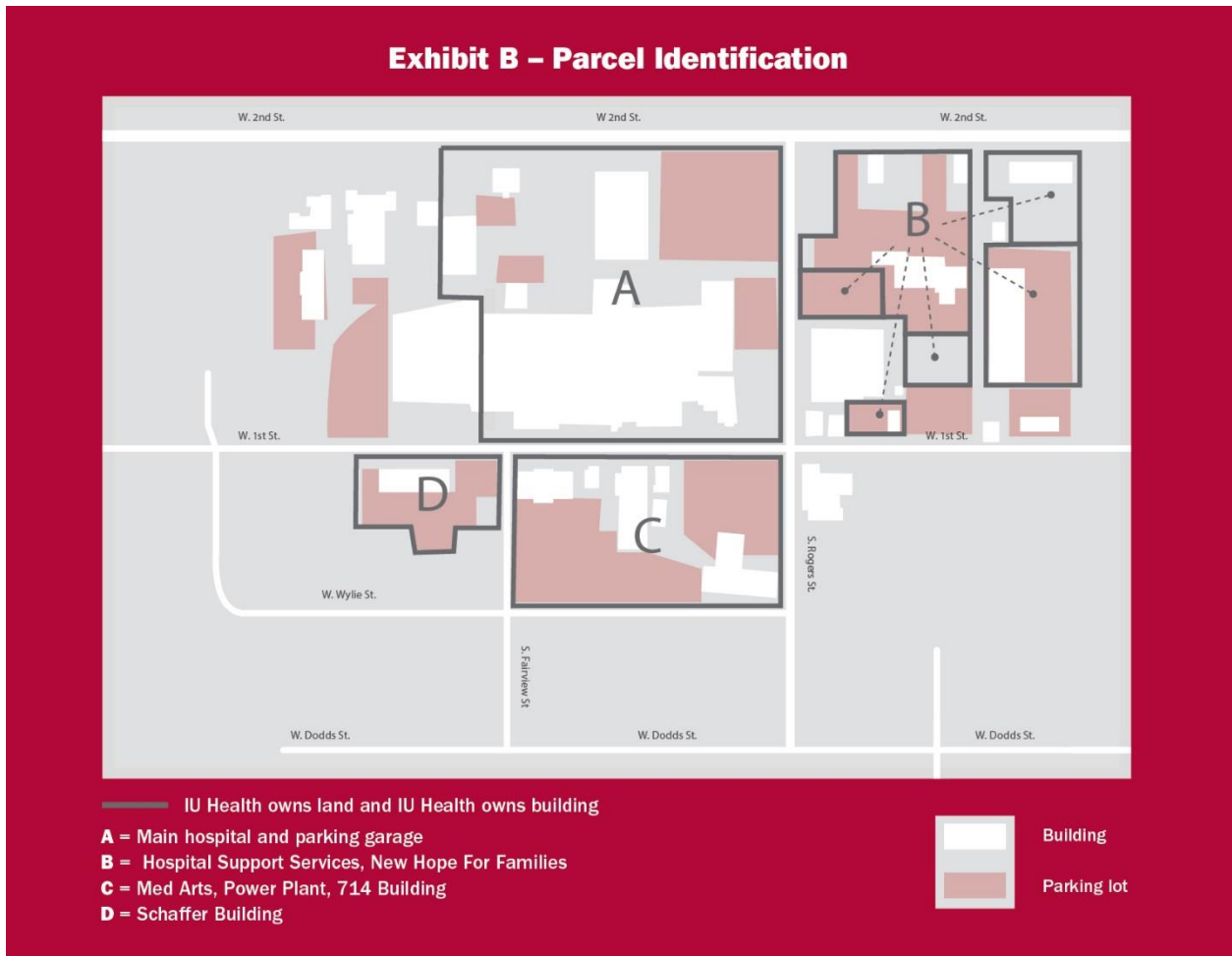
**EXHIBIT B**

The New Hospital Property

**[Need depiction and/or description.]**

# EXHIBIT C

## Parcel Identification



**EXHIBIT D**

Parking Garage – Access Drives to be Maintained (to be identified in yellow)



**EXHIBIT E**

Insert Depiction of the Kohr Administrative Building





**CITY OF BLOOMINGTON  
LEGAL DEPARTMENT  
MEMORANDUM**

**TO: Members of the Common Council of the City of Bloomington**

**FROM: Mick Renneisen, Deputy Mayor  
Philippa Guthrie, Corporation Counsel**

**CC: Dan Sherman, Council Attorney**

**RE: Agreement for Purchase of IU Health Properties**

**DATE: April 11, 2018**

On December 26, 2017, the City of Bloomington (“City”) and IU Health executed a non-binding letter of intent (“LOI”) regarding property at the current Bloomington Hospital site (“Hospital Site”) and parcels in the surrounding area. The LOI provided that upon opening of the new IU Health Regional Academic Health Center (“New Hospital”), IU Health will transfer the Hospital Site and the other nearby parcels (“Outlots”) to the City for development in the community’s interest.

The LOI specified that the City will pay IU Health a discounted rate of \$6.5 million for all the parcels, in exchange for which IU Health will demolish the structures on the Hospital Site, except for structures that the parties agree may be left standing, and conduct any required environmental remediation so as to deliver a clean site to the City that is ready for future development. The LOI also provided that the parties would work to identify and secure funds for certain infrastructure improvements near the New Hospital. The estimated total value for the Hospital Site and Outlots is almost \$16 million. The costs to IU Health in turning the site over to the city (including demolition, remediation, decommissioning, etc.) are projected to be between \$7 to 8 million.

The parties agreed in the LOI to memorialize their understanding in a binding purchase agreement (“Purchase Agreement”), and we have been working towards that end since the LOI was signed. The parties have now agreed on the terms of the transaction which are set forth in the Purchase Agreement included in your materials. The essential terms of this agreement include the following:

- IU Health will transfer the Hospital Site and the Outlots to the Bloomington Redevelopment Commission (“RDC”) and the City (collectively referred to as the City”) when the New Hospital is open and operational, the existing hospital has ceased operations, all facilities have been vacated, and the Hospital Site is bare to the extent agreed upon and fully remediated. The parties estimate this will be in the year 2021.

- The City will pay a purchase price of \$6.5 million as follows: a) \$1.5 million upon execution of the Purchase Agreement; b) \$2.5 million at closing, but payment no earlier than January 1, 2021; and c) \$2.5 million after January 2022 but before December 31, 2025.
- IU Health will pay to design and construct infrastructure improvements to service the New Hospital, including intersection and road improvements at 14<sup>th</sup> Street and the Bypass, and at 10<sup>th</sup> Street and Pete Ellis Drive. The City agrees to use good faith efforts, and IU Health agrees to cooperate, to identify and obtain state funds for financing these improvements, with IU Health agreeing to provide matches for any funding secured. IU Health also agrees to fund the design work for sewer extensions that the City will construct for the New Hospital.
- The City will have from the date on which the Purchase Agreement is fully executed until September 21, 2018 to conduct due diligence, including title work, surveys, and geotechnical and environmental assessments at the Hospital Site and Outlots.
- Both parties will have until October 31, 2018 to obtain any additional approvals and confirm that the transaction may proceed.
- Upon vacating the Hospital Site, IU Health will demolish the structures on the site, except if the parties agree to leave the parking garage and/or the Kohr Administrative Building, and to conduct any necessary environmental remediation at the site. The City will have one year from the date of the agreement's execution to notify IU Health whether it wants to retain either or both buildings.
- When IU Health has completed demolition and remediation, the City will have 45 days to verify that the site conditions are satisfactory.
- Closing on the transaction will occur on or before 30 days after the City has approved of the site conditions.
- In the event IU Health defaults on any of its obligations under the Purchase Agreement, IU Health may cure the default, or the City may terminate the agreement, waive the default, or legally require IU Health to fulfill its obligations.

The RDC will be the funding source for all of the payments associated with this transaction. Under Indiana Code §36-7-14-19(c)(1) and (2), if the RDC will be purchasing property and either making payments over a term exceeding three (3) years, or paying a purchase price that exceeds five million dollars (\$5 million), then the purchase requires the prior approval of the City Council. This transaction meets both of those criteria; therefore, the RDC and the Administration request the Council's approval for this transaction.

The Administration and IU Health would like to stress that this is a transaction very much in the interest of both parties, and they have worked diligently and with great cooperation over the last six months to reach the terms included in the Purchase Agreement. For the City's part, the Hospital Site represents a unique and incredibly valuable opportunity to create from the ground up a special hub for the benefit of the community, using community input and involvement. For IU Health's part, it does not want the Hospital Site to devolve into a liability for the community or its own organization, as has happened with abandoned hospitals in other locations around the country. IU Health Bloomington Hospital has served the community for more than 100 years, and it is extremely important to IU Health to leave a clean site for Bloomington. In closing, both parties are excited about the future of our City and anticipate that the redevelopment of the Hospital Site will produce a significant asset for our community.