

AGENDA
REDEVELOPMENT COMMISSION
McCloskey Conference Room
May 7, 2018
5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** –April 16, 2018
- III. EXAMINATION OF CLAIMS** –April 20, 2018 for \$640,942.82 and May 1, 2018 for \$4,226.16 and May 4, 2018 for \$312,662.02
- IV. EXAMINATION OF PAYROLL REGISTERS**–April 13, 2018 for \$30,197.07 and April 27, 2018 for \$29,091.18
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A.** Director’s Report
 - B.** Legal Report
 - C.** Treasurer’s Report
 - D.** CTP Update Report
- VI. NEW BUSINESS**
 - A.** Resolution 18-27: Approval of Neighborhood Improvement Grants
 - B.** Resolution 18-28: Approval of Project Review and Approval Form Regarding Funding for the Construction of a Road as Part of the Public Investment Corporation Development at 2700 West Tapp Road
 - C.** Resolution 18-29: Approval of Amended Project Review Form for Blackline to Subcontract for the Design of the Dimension Mill’s IT Infrastructure
 - D.** Resolution 18-30: Amendment to Agreement between Monroe County Community School Corporation and Housing and Neighborhood Development Department
 - E.** Resolution 18-31: Approval of Purchase Agreement between The City of Bloomington and IU Health for Purchase of the IU Health Hospital Site at 2nd and Rogers Street
- VII. BUSINESS/GENERAL DISCUSSION**
- VIII. ADJOURNMENT**

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call [812-349-3429](tel:812-349-3429) or e-mail human.rights@bloomington.in.gov.

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, April 16, 2018, at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Donald Griffin, Jr., presiding

I. ROLL CALL

Commissioners Present: Don Griffin, David Walter, Mary Alice Rickert, Eric Sandweiss, Kelly Smith and Sue Sgambelluri

Commissioners Absent: None

Staff Present: Eric Sader, Assistant Director, Housing and Neighborhood Development (HAND); Christina Finley, Financial Specialist, HAND Department

Others Present: John Hamilton, Mayor; Philippa Guthrie, Corporation Counsel; Larry Allen, Assistant City Attorney, City Legal Department; Jeff Underwood, City of Bloomington Controller; JD Boruff, Director, Facility Maintenance; Andrew Cibor, Transportation & Traffic Engineer, Planning & Transportation; Dave Williams, Operations & Development Director, Planning & Transportation; Nicole Bolden, City Clerk; Paula McDevitt, Administrator, Parks and Recreation; Kurt Christian, Herald-Times; Ted Ferguson, Public Investment Corporation

II. READING OF THE MINUTES – David Walter made a motion to approve the April 2, 2018 minutes. Mary Alice Rickert seconded the motion. The board unanimously approved.

III. EXAMINATION OF CLAIMS –Eric Sandweiss made a motion to approve the claim register for April 6, 2018 for \$180,435.34. Sue Sgambelluri seconded the motion. The board unanimously approved.

IV. EXAMINATION OF PAYROLL REGISTERS –Sue Sgambelluri made a motion to approve the payroll register for March 29, 2018 for \$30,324.70. Mary Alice Rickert seconded the motion. The board unanimously approved.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Eric Sader was available to answer questions.

B. Legal Report. Larry Allen was available to answer questions.

C. Treasurer's Report. Jeff Underwood was available to answer questions.

D. CTP Update. Jeff Underwood was available to answer questions.

VI. NEW BUSINESS

A. Resolution 18-25: Review and Approval of Funding and Contract Award for Switchyard Park Project. Mayor John Hamilton expressed his support for the Switchyard Park project and thanked the Commissioners for their service and work.

Dave Williams stated this project was heavily advertised. The original bid date was extended in an effort to receive as much competition as possible. Ultimately only two bids were received; Crider & Crider for \$31,278,000 and Weddle Brothers for \$24,229,500. The contract award is to Weddle Brothers who came in with the low bid of \$24,229,500. Williams explained the base bids includes remediation activities, removal of contaminated

soil, covering of contaminated soil, bridge construction, concert lawns, pathways, lighting, and fiber optic burial. Williams requested the following alternates be included in the funding package:

- Skatepark - \$657,400
- Overflow parking area at Rogers Street - \$336,000
- Pavilion Performance Lawn Limestone Seating - \$93,500
- Turf Sod - \$471,500
- Picnic Shelter Seatwall/Fireplace – \$69,300

The total contracted construction expenses with accepted alternates is \$25,857,200, with a construction project contingency (5%) of \$1,292,860. The total contracted construction expenses is \$27,150,060. The following items are not the responsibility of Weddle Brothers and were purposely assigned to others or removed for potential cost savings:

- Furnishing and equipment for BPD Sub-Station and Park Pavilion - \$200,000
- Duke Energy burial of existing overhead powerlines - \$656,025
- City of Bloomington IT department equipment, keying, Wi-Fi, camera surveillance - \$800,000
- Public Art - \$40,000
- Owner purchased items (trees, playground equipment, site furnishing) \$653,600
- Property acquisition - \$1,275,000
- Consultant design and full-time construction inspection services - \$3,056,354

The total additional project expenses total \$6,680,979. The base bid, alternate packages, additional project expenses, and the contingency amount bring the total Switchyard Park project expenses to \$33,831,039. The total request for funding was \$34,000,000.

Williams stated with Redevelopment Commission approval of this resolution, the next step is Park Board approval on April 24, 2018 and hopefully a notice to proceed by the first week in May, 2018. The substantial completion of the project will be November, 2019 which will include a ribbon cutting with a substantially open and operating park. Contractually the final completion date is May 31, 2020.

Griffin asked if the contract amount is close to the original cost estimate. Williams stated the contract amount is slightly below the original cost estimate of \$29,000,000.

Sgambelluri asked Underwood to speak to the \$34,000,000 in context of the entire bond issue. Underwood explained the original estimated cost was \$35,000,000. The entire bond issue was \$43,000,000.

Griffin mentioned there is two possible sites for affordable housing. Williams stated one site has been leased to SCIHO for 99 years, which is proposed to be a multi-family affordable housing site. McDevitt stated it will be a total of 16 units with two phases of 8 units each. The other site has not been determined.

Sgambelluri asked how dramatically the cost might change in regards to the Duke Energy burial of existing powerlines. Williams stated the cost amount is the agreed upon number and should not change, but we are just waiting on the contract to be finalized. If there are any changes based on what we see in the negotiation, it will come back to the Redevelopment Commission for approval.

Sgambelluri asked who will be responsible for engaging and managing local artists for the public art. McDevitt stated that Sean Starowitz, Assistant Director for the Arts for Economic and Sustainable Development (ESD), is working with the commission in regards to the art work. Currently they are looking into an installation along the wall of the splash plaza.

Smith asked for discussion on bringing economic development outside the Park. Williams stated he is in close relationships with adjoining property owners and believes there is a lot of interest for redevelopment in the area.

Sandweiss asked for review on how the phases were financed up to this point. Underwood stated they were financed with TIF funds on hand or Bond funds. Sandweiss asked if there are sufficient funds available. Underwood stated yes.

Eric Sandweiss asked how we financed the phases up to this point – prior to 7 & 8 – Land acquisition. Underwood stated TIF funds on hand or out of the Bond. The Bond has sufficient funds.

Don Griffin asked for public comment. There was no public comment.

Sue Sgambelluri made a motion to approve Resolution 18-25. Mary Alice Rickert seconded the motion. The board unanimously approved.

- B.** Resolution 18-26: Review and Approval of Funding and Contract Awards for RCA Park Rehabilitation. The City has moved into the first phase of reconstruction of the southern loop trail, which calls for contracting with a consultant for design and survey services. The City requires the services of a professional consultant in order to properly reconstruct and extend the trail, staff has identified Mader Design, LLC as the best provider of the services for an amount not to exceed \$25,500 from the Consolidated TIF.

Don Griffin asked for public comment. There was not public comment.

Mary Alice Rickert made a motion to approve Resolution 18-26. David Walter seconded the motion. The board unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

- A.** Introduction of the Hospital Site Contract. Philippa Guthrie reported working on final details of the contract with the team from IU Health. Guthrie explained there is a state statute that says if the Redevelopment Commission makes any purchase over \$5 million or makes payment longer than 5 years, the City Council must first approve to allow the RDC to purchase. Last week the City Council had a straw vote of 9-0, in favor. We go back again this week to vote on this resolution. The RDC will approve the final contract at the May 7, 2018 commission meeting.

Guthrie stated a Letter of Intent (LOI) was received in December 2017. The LOI included the basic price of \$6.5 million for Parcels A-D. Parcel A is where the current hospital is located. The buildings on Parcels B-D have affiliated operations of IU Health. The \$6.5 million will be made in three payments. The first payment is for \$1.5 million due upon execution of the agreement. The 2nd payment is for \$2.5 million due at closing. The 3rd payment of \$2.5 million is not due until 2025.

IU Health has agreed to raise everything on Parcel A that the City requests. The City asked them to keep, for now, the parking garage and the original Kohr Administration

building (corner of Rogers/1st). The agreement states the City has 1 year to decide if they want to keep the parking garage and Kohr Administration building.

Smith asked if the Kohr building is a historic structure. Guthrie explained it is not locally designated. However, the Historic Preservation Commission proposed to look at the building, Legal requested they wait until after the contract is resolved.

The closing will not occur until the new hospital is completed and they have vacated all parcels they occupy and raised Parcel A. IU Health has agreed to design, construct and fund infrastructure improvements at 14th/Bypass and Pete Ellis Drive/10th Street. The City has committed to assist in locating funding.

Sandweiss asked if the \$6.5 million relates to appraisals. Guthrie explained two appraisals are required. The first one is IU Health's appraisal for \$16 million, which includes all parcels and structures. The City asked for a 2nd appraisal for the land parcels only. Parcel B-D appraised at \$4.3 million combined. Parcel A has not been received however Parcel A is the size of B-D combined, therefore we estimate at least an \$8 million appraisal.

Eric Sandweiss asked if it will be the City's responsibility if environmental litigation is necessary. Underwood stated IU Health will litigate on parcel A, after they have demolished the building. The remaining parcels are the City's responsibility.

VIII. ADJOURNMENT

Donald Griffin, President

Mary Alice Rickert, Secretary

Date

18 - 27
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

WHEREAS, the City of Bloomington, Indiana, has a Neighborhood Improvement Grant Program under which general fund monies, (Fund #1011515100053960) in the amount of Seventeen Thousand One Hundred and Sixty-Seven Dollars (\$17,167.00), are under the control of the Redevelopment Commission and may be expended for approved projects that benefit neighborhoods within the City of Bloomington, in cooperation with the Housing and Neighborhood Development Department, pursuant to IC § 36-7-14-11(4); and

WHEREAS, the advice and input of the community as to the allocation of the Neighborhood Improvement Grant Program funds has been solicited and received through the efforts of the Council for Neighborhood Improvement Grants; and

WHEREAS, the Redevelopment Commission has reviewed the recommendations of the Council for Neighborhood Improvement Grants for allocation of funds to be received;

**NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON
REDEVELOPMENT COMMISSION THAT:**

The Redevelopment Commission hereby approves the following Neighborhood Improvement Grant Program Projects:

1. Blooming Housing Authority Resident Council: **\$2,000.00**
The BHARC will host the *Back-to-School Bash* for 192 children who reside in Bloomington Housing Authority public housing. The BHARC host a back to school program for the children and provide them with a backpack filled with school and hygiene products to start their new school year.
2. Gentry Estates Neighborhood Association: **\$10,152.00**
Gentry Estates would like to obtain funding for the installation of a stone entry sign to mark the neighborhood's second main entry from Highway 446.
3. Prospect Hill Neighborhood Association: **\$5,015.00**
PHNA is requesting funds to install an informational bronze plaque and a bench at Rose Hill Cemetery, to commemorate the upcoming bicentennial of the cemetery's Old Spenser Addition. Related events include a

headstone restoration workday with Cemetery Committee members from
the Monroe County Historical Society.

BLOOMINGTON REDEVELOPMENT COMMISSION

Don Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

**Summary of 2018 Funding Round
2018 Neighborhood Improvement Grant Applications**

Bloomington Housing Authority Resident Council

Total award request from the City	\$2,000.00
Total value of match	<u>\$1,500.00</u>
Total Project Cost	\$3,500.00

The BHARC will host the *Back-to-School Bash* for 192 children who reside in Bloomington Housing Authority public housing. The BHARC host a back to school program for the children and provide them with a backpack filled with school and hygiene products to start their new school year.

Gentry Estates Neighborhood Association

Total award request from the City	\$10,152.00
Total value of match	<u>\$ 1,128.00</u>
Total Project Cost	\$11,280.00

Gentry Estates would like to obtain funding for the installation of a stone entry sign to mark the neighborhood's second main entry from Highway 446. The new stone sign will replace a unidirectional wooden sign.

Prospect Hill Neighborhood Association

Total award request from the City	\$5,015.00
Total value of match	<u>\$ 580.00</u>
Total Project Cost	\$5,595.00

PHNA is requesting funds to install an informational bronze plaque and a bench at Rose Hill Cemetery, to commemorate the upcoming bicentennial of the cemetery's Old Spenser Addition. Related events include a headstone restoration workday with Cemetery Committee members from the Monroe County Historical Society.

18-28
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF PROJECT REVIEW AND APPROVAL FORM REGARDING FUNDING FOR
THE CONSTRUCTION OF A ROAD AS PART OF THE PUBLIC INVESTMENT
CORPORATION DEVELOPEMNT AT 2700 W. TAPP ROAD**

- WHEREAS, pursuant to Indiana Code § 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and
- WHEREAS, the City of Bloomington (“City”) has brought the Redevelopment Commission a Project Review & Approval Form (“Form”), which seeks the support of the RDC to fund the construction of a road that will eventually become the relocation of Weimer Road within the Public Investment Corporation (“PIC”) development at 2700 W. Tapp Road (the “Project”); and
- WHEREAS, the PIC property is part of the Mill Creek Planned Unit Development (PUD-40-87) and within the Consolidated TIF district (Tapp Road Area); and
- WHEREAS, in cooperation with PIC, the City will contribute \$250,000 for the construction of the new section of road; and
- WHEREAS, in exchange for the RDC’s contribution for building this new section of road within the PIC development, shown in Exhibit B, PIC has agreed to design the road so that it may be eventually extended and connected with Weimer Road to the north, and PIC will convey wooded property to the northwest for inclusion in Wapehani Mountain Bike Park; and
- WHEREAS, a copy of the Form is attached to this Resolution as Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, THAT:

1. The Redevelopment Commission finds that the Project has a valid public purpose, and approves the Project.

2. The expenditure of funds is not approved by this Resolution. Funding will be approved at a later date when the Project Managers bring a Contract or Contracts that have been prepared after complying with the appropriate City procurement process for the Project.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

City of Bloomington
Redevelopment Commission
Project Review & Approval Form

Please Note:

- Approval of the project by the Redevelopment Commission through this Project Review & Approval Form does not represent an authorization to begin work or expend funds.
- Authorization of work and the commitment of funds shall be done when the Redevelopment Commission reviews and approves: (1) a Purchase Order or Contract prepared after complying with the appropriate procurement process for the type of item, service or construction being sought and (2) the estimated costs associated with the Purchase Order or Contract.
- No payment of funds shall be made without a duly authorized and approved Purchase Order or Contract. All claims for payment against a duly authorized Purchase Order or Contract shall be submitted to the Redevelopment Commission for their review and approval along with any required departmental inspections, reviews and approvals prior to the payment of any funds.

To Be Completed by Requesting Party:

Project Name: **PIC Tech Park – Road Construction**

Project Manager: Andrew Cibor and Eric Greulich, Planning and Transportation
Theodore Ferguson, Public Interest Corporation

Project Description: This is a project to build a road that will service the development owned by Public Investment Corporation (PIC) on the Northwest corner of Tapp Road and Weimer Road (2700 W. Tapp Road). The City has agreed to share the cost of building the road on two conditions: (1) that the road be constructed so that it may eventually be extended and connect with Weimer Road to the North as part of the Weimer Road relocation; and (2) that PIC convey forested land in the northwestern portion of the parcel for an addition to the existing Wapahani Park.

The City has pledged to give \$250,000 to PIC to be used for the construction of the road.

Project Timeline:

Planning and Design:

Start Date: May 2018
End Date: July 2018 2018

Construction:

Start Date: Late Summer-Fall of 2018
End Date: 2019

Financial Information:

Estimated full cost of project:	\$250,000
Sources of funds:	Consolidated TIF

Project Phases: This breakdown should mirror the contract(s) expected to be issued for this project. Each phase should include a description of the work to be performed, the cost, and the timeline for the contract.

Step	Description	RDC Cost	Timeline
1.	Planning and Design	\$250,000	May – June 2018
2.	Construction		2018-2019

TIF District: Consolidated TIF (Tapp Road Area)

Resolution History: None to date

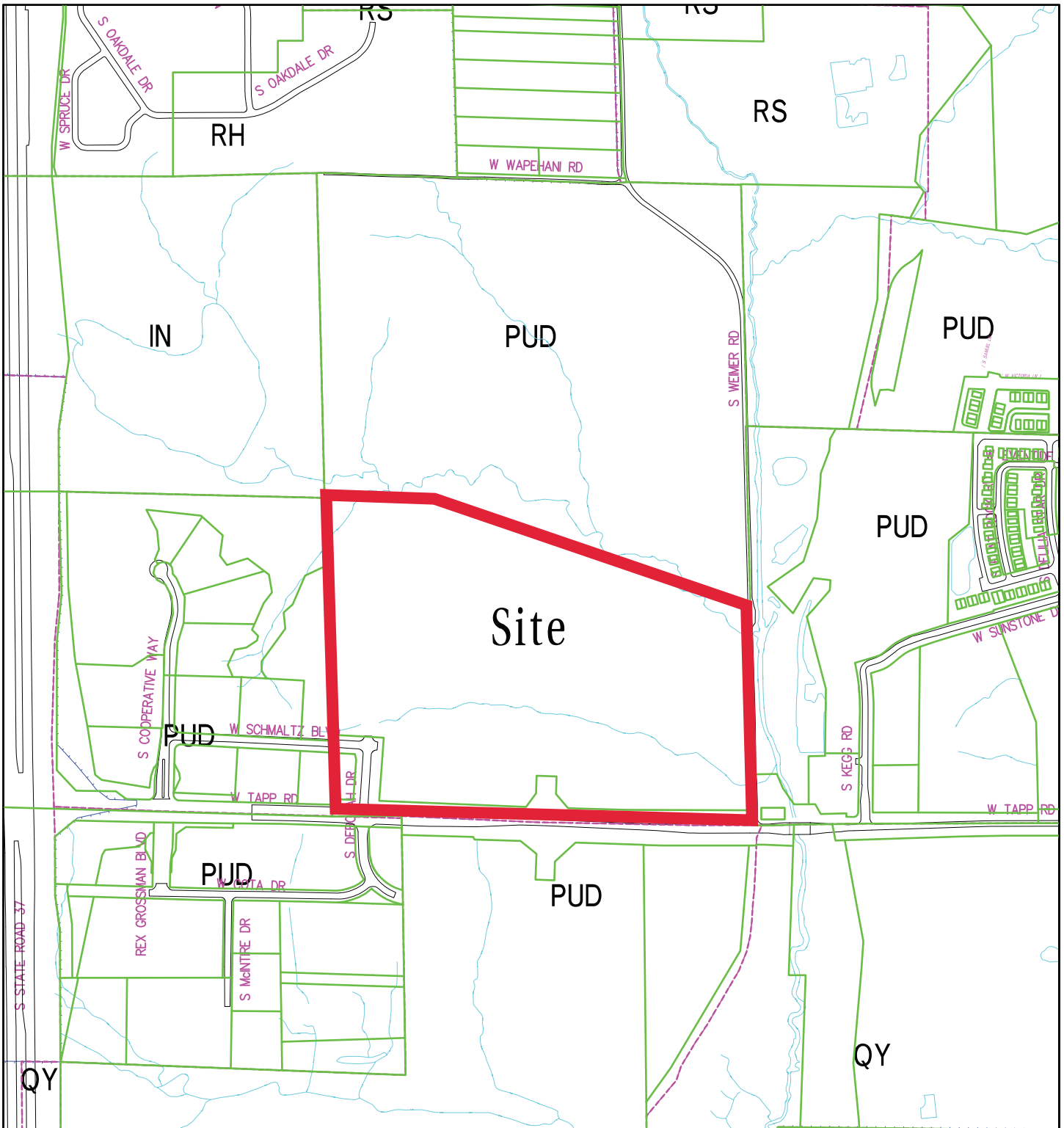
To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

RDC Resolution 18-28: Exhibit B

24



PUD-27-17 Public Investment Corporation

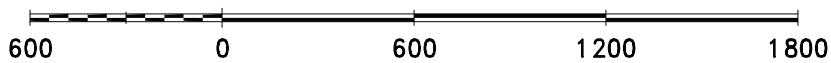
2700 W Tapp Road

Plan Commission

Site Location, Zoning, Parcels

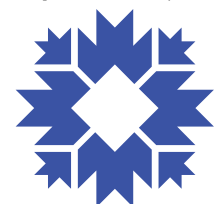
By: greulice

6 Apr 18



For reference only; map information NOT warranted.

City of Bloomington
Planning & Transportation



Scale: 1" = 600'





PUD-27-17 Public Investment Corporation

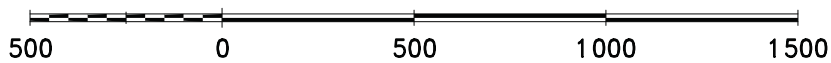
2700 W Tapp Road

Plan Commission

2016 Aerial Photograph

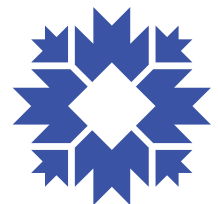
By: greulice

6 Apr 18



For reference only; map information NOT warranted.

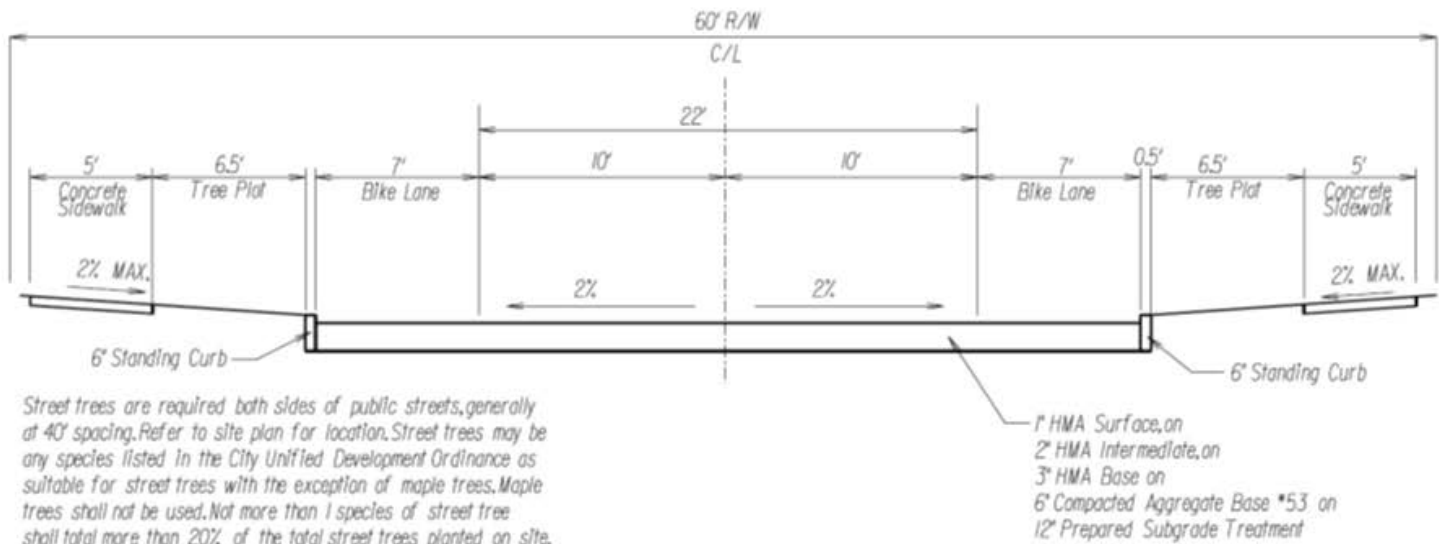
City of Bloomington
Planning & Transportation



Scale: 1" = 500'

N

RDC Resolution 18-28: Exhibit B



TYPICAL CROSS SECTIONS FOR NEW WEIMER ROAD

18-29
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

TO AMEND FUNDING APPROVAL IN REDEVELOPMENT COMMISSION
RESOLUTION 16-83 (DIMENSION MILL DESIGN)

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) issued its “Redevelopment District Tax Increment Revenue Bonds of 2011” (the “Bond”) to pay for the acquisition and redevelopment of 12 acres of land included within the City’s Certified Technology Park (“CTP”); and
- WHEREAS, on September 6, 2016, the City of Bloomington (“City”) brought the RDC a Project Review & Approval Form (“Form”) which sought the support of the RDC to develop the Dimension Mill as tech office space (“Project”); and
- WHEREAS, the RDC approved the Form in Resolution 16-55; and
- WHEREAS, Resolution 16-55 identified the Bond as one potential source of funds for the Project; and
- WHEREAS, in Resolution 16-83, the RDC approved a contract with Blackline Studio to provide Design Services for the Project (the “Agreement”); and
- WHEREAS, the Agreement provides that additional services not specified in the Agreement must be authorized in writing by the City; and
- WHEREAS, the City and Blackline Studio believe it is in the best interest of the Project to add design of the telecommunications network for the Dimension Mill and installation coordination; and
- WHEREAS, Staff has negotiated an Addendum to the Agreement (“Addendum”), which is attached to this Resolution as Exhibit A; and
- WHEREAS, pursuant to the terms of the Addendum, Blackline Studios will provide the City with the services set forth in the Addendum for an amount not to exceed \$15,000 (“Additional Services”); and
- WHEREAS, in Resolution 17-87, the RDC approved a first amendment of the Blackline contract to add soil boring services and extended the funding agreement approved in Resolution 16-83 to December 31, 2018; and

WHEREAS, there are sufficient Bond funds to pay for the Additional Services; and

WHEREAS, the City has brought the RDC an Amended Project Review and Approval Form (“Amended Form”), which updates the cost and timeframe of the Project, and which is attached to this Resolution as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON REDEVELOPMENT COMMISSION THAT:

1. The RDC finds the Additional Services are an appropriate use of the Bond, and finds that the Additional Services serves the public’s best interests.
2. The RDC notes that in Resolutions 16-83 and 17-87 it approved payments not to exceed \$279,250.00 from the Bond funds (Fund 975-15-150000-53990) to pay for the Agreement.
3. In addition to the funding authorizations in Resolution 16-83, the RDC approves the payment of an amount not to exceed \$15,000 from the Bond funds for the Additional Services pursuant to the terms of the Addendum. This funding authorization shall begin the date of execution of the Addendum and conclude December 31, 2018, unless extended by the RDC.
4. The RDC hereby authorizes Donald Griffin to sign the Addendum with Blackline Studio on behalf of the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

**SECOND ADDENDUM TO AGREEMENT BETWEEN CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION AND BLACKLINE STUDIO FOR
ARCHITECTURAL SERVICES**

This Addendum supplements the Agreement between City of Bloomington Redevelopment Commission and Blackline Studio for Architectural Services ("Agreement") that was executed on December 5, 2016 as follows:

1. Scope of Services: Article 4 of the Agreement states: "Additional services not set forth in Article 1 . . . must be authorized in writing by the Commission" The Commission and Blackline Studio believe it is in the best interest of the project to add telecommunications network design and ongoing installation coordination of the installation of the network to the Scope of Services specified in Article 1 to the Agreement ("Additional Services"). These Additional Services are specified in Exhibit D, which is attached to this Addendum and incorporated herein. The Commission explicitly consents to the use of subcontractor of the City's choosing for the Additional Services.
2. Compensation: The City shall pay Blackline Studio an amount not to exceed \$15,000 for the Additional Services.
3. In all other respects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed the day and year last written below:

REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

BLACKLINE STUDIO

Craig McCormick, Principal

Date:_____

Project Phases: This breakdown should mirror the contract(s) expected to be issued for this project. Each phase should include a description of the work to be performed, the cost, and the timeline for the contract.

<u>Phase/Work to Be Performed</u>	<u>Cost</u>	<u>Timeline</u>
1 Project Management	\$200,000	Fall 2016 – 2018
2 Design Contract	\$294,250	Fall 2016 – Fall 2018
3 Construction	\$3,000,000	2017-2018
4 Security System	\$1,839.64	February 2017 – 2020
5 Construction Management	\$249,750	Fall 2017-2018
6 Contingency	\$75,000	Fall 2018
7 Bid Package #1 w/Alts 1 & 4 – Neidigh Const.	\$2,763,000	Fall 2018
8 Bid Package #4 w/Alt 1 - HFI	\$796,900	Fall 2018
9 Bid Package #5 w/Alt 1 – Ryan Fire Protection	\$75,360	Fall 2018
10 Bid Package #6 w/Alt 1 – Cassady Elec.	\$522,570	Fall 2018

TIF District: Consolidated TIF (Downtown TIF, 2010 Expansion)

Resolution History:

- 16-55 Original Project Review and Approval Form
- 16-57 Approval of Agreement with BEDC for Architect Selection
- 16-83 Approval of Design Contract with Blackline
- 17-13 Approval of Contract with Koorsen
- 17-50 Approval of Agreement with BEDC for Activation Coordination Services
- 17-60 Approval of Agreement with Patrick M. East for Operational Planning Services
- 17-87 Approval of Addendum to Design Contract with Blackline for Soil Borings
- 18-14 Approval of Contracts for Renovation Bid Package #1 – General Trades with Neidigh Construction Corporation, Bid Package #4 – HVAC with HFI Mechanical and Building Solutions, Bid Package #5 – Fire Protection with Ryan Fire Protection, Inc., and Bid Package #6 – Electrical & IT with Cassady Electrical Contractors. Alternate #1 – addition of the construction of the lower floor
Alternate #4 – addition of solar to the building
- 18-29 Approval of Addendum to design Contract with Blackline for Telecommunications Network Design**

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

18-30
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

**APPROVAL OF AMENDMENT TO RESOLUTION 17-79 (COMMUNITY
DEVELOPMENT BLOCK GRANT AGREEMENT WITH MONROE COUNTY
COMMUNITY SCHOOL CORPORATION)**

- WHEREAS, in Resolution 17-79, the Redevelopment Commission of the City of Bloomington (“RDC”) approved the expenditure of Twenty Five Thousand Dollars (\$25,000) pursuant to a Community Development Block Grant (CDBG) Agreement for Physical Improvements (“Agreement”) with the Monroe County Community School Corporation; and
- WHEREAS, pursuant to the Agreement, Monroe County Community School Corporation was to invest in infrastructure improvements, including sidewalks and other miscellaneous improvements between Coolidge Drive and Ford Avenue (“Project”); and
- WHEREAS, Monroe County Community School Corporation now estimates that the cost of the Project will be Fifty Thousand Dollars (\$50,000) and there are sufficient funds in the 2016 CDBG Curb and Sidewalk Project funds to pay for this increase; and
- WHEREAS, Staff has prepared an Amendment to the Agreement which specifies that the CDBG Curb and Sidewalk Project funds will pay the Twenty-five Thousand Dollar (\$25,000) increase and a copy of the Amendment is attached to this Resolution as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON
REDEVELOPMENT COMMISSION THAT:

1. The RDC acknowledges the increase to the Project Cost will be paid out of the CDBG 2016 Curb and Sidewalk Project funds. For the purpose of clarity, as a signatory to the Agreement, the RDC explicitly approves the Amendment to the Agreement.

2. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

AMENDMENT TO
PHYSICAL IMPROVEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
MONROE COUNTY COMMUNITY SCHOOL CORPORATION
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON

THIS AMENDMENT, entered into this ____ day of _____, 2018, by and between the City of Bloomington Housing and Neighborhood Development Department (hereinafter referred to as the “Grantee”) and the Monroe County Community School Corporation (hereinafter referred to as the “Subrecipient”), **WITNESSETH:**

WHEREAS, the Grantee and Subrecipient entered into an Agreement entitled “Physical Improvement Community Development Block Grant Agreement between the Monroe County Community School Corporation and Housing and Neighborhood Development Department, City of Bloomington” dated the 8th day of November, 2017, (the “Agreement”) under which Grantee agreed to provide to Subrecipient \$25,000.00 in 2017 CDBG funds to be used to construct a multi-use path connecting Coolidge Avenue with Ford Avenue (the “Project”); and

WHEREAS, Subrecipient needs an additional \$25,000.00 to complete the Project; and

WHEREAS, Grantee has additional CDBG funding available in its City of Bloomington Curb and Sidewalk Project to cover the additional cost; and

NOW, THEREFORE, the parties do hereby agree that:

I. AMENDMENT TO SECTION III OF THE AGREEMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Fifty Thousand Dollars (\$50,000.00) and shall be funded as follows:

- a. 2017 CDBG MCCSC Sidepath Connectivity: \$25,000.00
- b. 2016 CDBG Curb and Sidewalk Project Funds: \$25,000.00

Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES of the original contract and in accordance with performance.

II. REMAINDER OF AGREEMENT UNCHANGED

In all other respects, the Agreement shall continue in effect as originally executed.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

REDEVELOPMENT COMMISSION:

Donald Griffin, President

Mary Alice Rickert, Secretary

**MONROE COUNTY COMMUNITY
SCHOOL CORPORATION:**

Printed Name

18-31
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF PURCHASE AGREEMENT BETWEEN THE CITY OF
BLOOMINGTON AND IU HEALTH FOR PURCHASE OF THE IU HEALTH
HOSPITAL SITE AT 2ND AND ROGERS STREETS**

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) is authorized to fund redevelopment of areas within the Consolidated TIF, and

WHEREAS, on December 26, 2017, the City of Bloomington (“City”) signed a Letter of Intent with IU Health documenting the intent of the City to purchase the IU Health Bloomington Hospital site at 2nd and Rogers Street (“Old Hospital Site”) from IU Health for the purpose of redevelopment; and

WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) for a project to envision reuse of the Old Hospital Site (“Project”), an element of which Form authorized the City to negotiate terms of purchase for the Old Hospital Site; and

WHEREAS, in Resolution 18-17, the RDC approved an agreement with the Urban Land Institute for consulting services related to envisioning redevelopment of the Old Hospital Site; and

WHEREAS, pursuant to Indiana Code § 36-7-14-19(b), two (2) independent appraisals were procured to determine the fair market value of the Old Hospital Site; and

WHEREAS, Staff has negotiated, and the Bloomington Common Council has approved subject to RDC approval, an agreement to purchase the Old Hospital Site for an amount not to exceed Six Million Five Hundred Thousand Dollars (\$6,500,000) (“Agreement”), which Agreement is attached as Exhibit A; and

WHEREAS, pursuant to Indiana Code §36-7-14-19(c)(1) and (2), the City Council must approve of any RDC purchases that exceed \$5 million and/or involve payments over a term exceeding three (3) years, and on April 18, 2018, the City Council approved the transaction in Resolution 18-06; and

WHEREAS, Resolution 18-10 identified the Consolidated TIF as the source of funds for the Project; and

WHEREAS, the RDC has available Consolidated TIF Funds to pay for the acquisition of the Old Hospital Site in accordance with the terms of the Agreement; and

WHEREAS, the City has brought the RDC an amended Form attached to this Resolution as Exhibit B; and

WHEREAS, it is in the public interest that the Agreement be undertaken and performed; and

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, THAT:

1. The RDC reaffirms its support of the Project, as set forth in the Form, and reiterates that it serves the public's best interests.
2. The RDC finds that the aboved described expenditure is an appropriate use of Consolidated TIF funds.
3. The RDC hereby approves the Agreement and the payment of an amount not to exceed Six Million Five Hundred Thousand Dollars (\$6,500,000) to be payable in accordance with the terms of the Agreement.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

(Bloomington Campus)

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (this "**Agreement**") is made this 7th day of May, 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 BLOOMINGTON, 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 to Seller 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**"). After Closing, 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 14th Street improvements (east of the 14th St & US 45/46 proposed interchange), as such improvements are described in Seller's New Hospital construction plans, and (2) 10th 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. 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 Administration 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 Administration Building**" is the structure identified on Exhibit E attached hereto and incorporated herein by reference. Neither the Parking Garage nor the Kohr Administration 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 Administration Building structures (if requested by the City Parties to remain). Notwithstanding the above, during the Due Diligence Period, and before the commencement of Demolition of either the Parking Garage or the Kohr Administration Building 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 Administration 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 Seller shall return the Initial Payment to the City Parties and 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. The City Parties' rights in this Section 3(c) shall include the right to obtain Environmental Reports for the interior of the Parking Garage pursuant to the terms and conditions herein.

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 First American Title Insurance Company, 211 N. Pennsylvania Street, Suite 1250, Indianapolis, IN 46204 (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 3(e)(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 Seller shall return the Initial Payment to the City Parties 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 exceptions permitted in this Section 3(e)(iii). 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 and through the Closing Date as provided for in Section 2(b)(iv) after the Site Conditions Notice, 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 Initial Payment 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, health system or health care provider which competes with Seller without the prior written consent of Seller, which consent may be granted or denied in the sole discretion of Seller; (ii) the prohibition of use (through lease, transfer of ownership, or otherwise) of the Real Estate by a hospital, health system or health care provider which competes with Seller, unless

approved in advance in writing by Seller; (iii) the existence of the Third Payment obligation as set forth in Section 2(a)(i) herein; (iv) no new construction upon or any other use of the Real Estate prior to receipt by Seller of the Third Payment; and (v) maintenance of the Kohr Administration 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)(iii) and (iv) 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 title exceptions permitted pursuant to Section 3(e)(iii) (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, the Second 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 Initial Payment 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 other 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 th Street, Suite 2100 P.O. Box 1367 Indianapolis, IN 46206 Attn: John Huesing, Vice President & Treasurer Email: jhuesing@IUHealth.org
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IU Health
Fairbanks Hall
340 W. 10th Street, Suite 6100
P.O. Box 1367
Indianapolis, IN 46206
Attn: Mary Beth Claus, SVP & General Counsel
Email: 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

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

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

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 or under the Indiana Access to Public Records Act, the Indiana Open Door Law or any other similar public records law (collectively, "Public Records Request"), 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, Public Records Request, 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[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 BLOOMINGTON, INC.,
an Indiana nonprofit corporation

By: _____

Brian Shockney, Interim President
Indiana University Health South Central Region

Approved and acknowledged by:

INDIANA UNIVERSITY HEALTH, INC.,
an Indiana nonprofit corporation

By: _____

Dennis Murphy
President and Chief Executive Officer

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 PLACE 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 ($6 \frac{1}{4}$) POLES WEST OF THE NORTHEAST CORNER OF SAID SEMINARY LOT NUMBER FIFTY-TWO (52), RUNNING THENCE WEST SIX AND ONE-FOURTH ($6 \frac{1}{4}$) POLES; THENCE SOUTH THIRTEEN (13) POLES, THENCE EAST SIX AND ONE-FOURTH ($6 \frac{1}{4}$) 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: [INTENTIONALLY NOT INCLUDED]

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: [INTENTIONALLY NOT INCLUDED]

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



EXHIBIT C

Parcel Identification

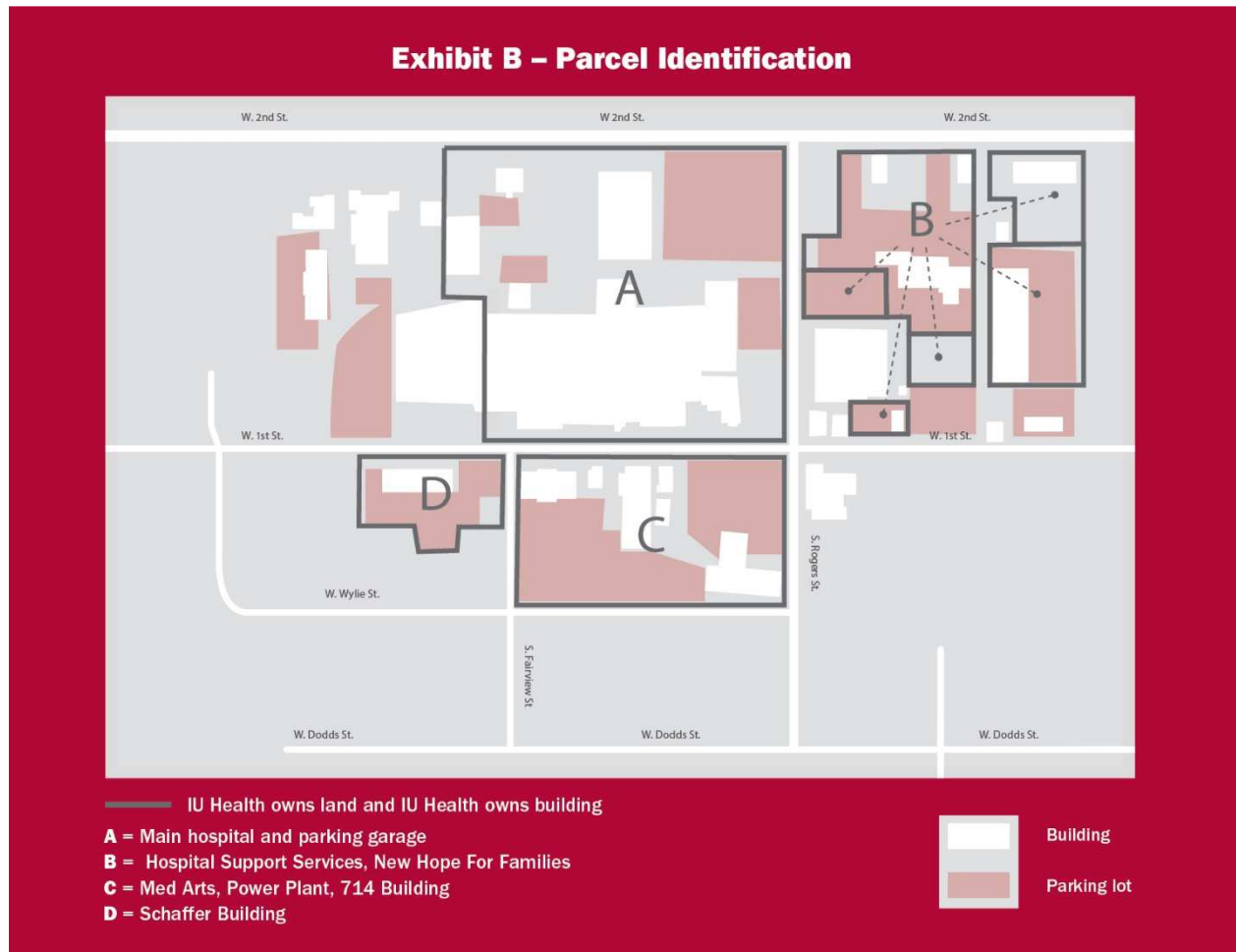


EXHIBIT D

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

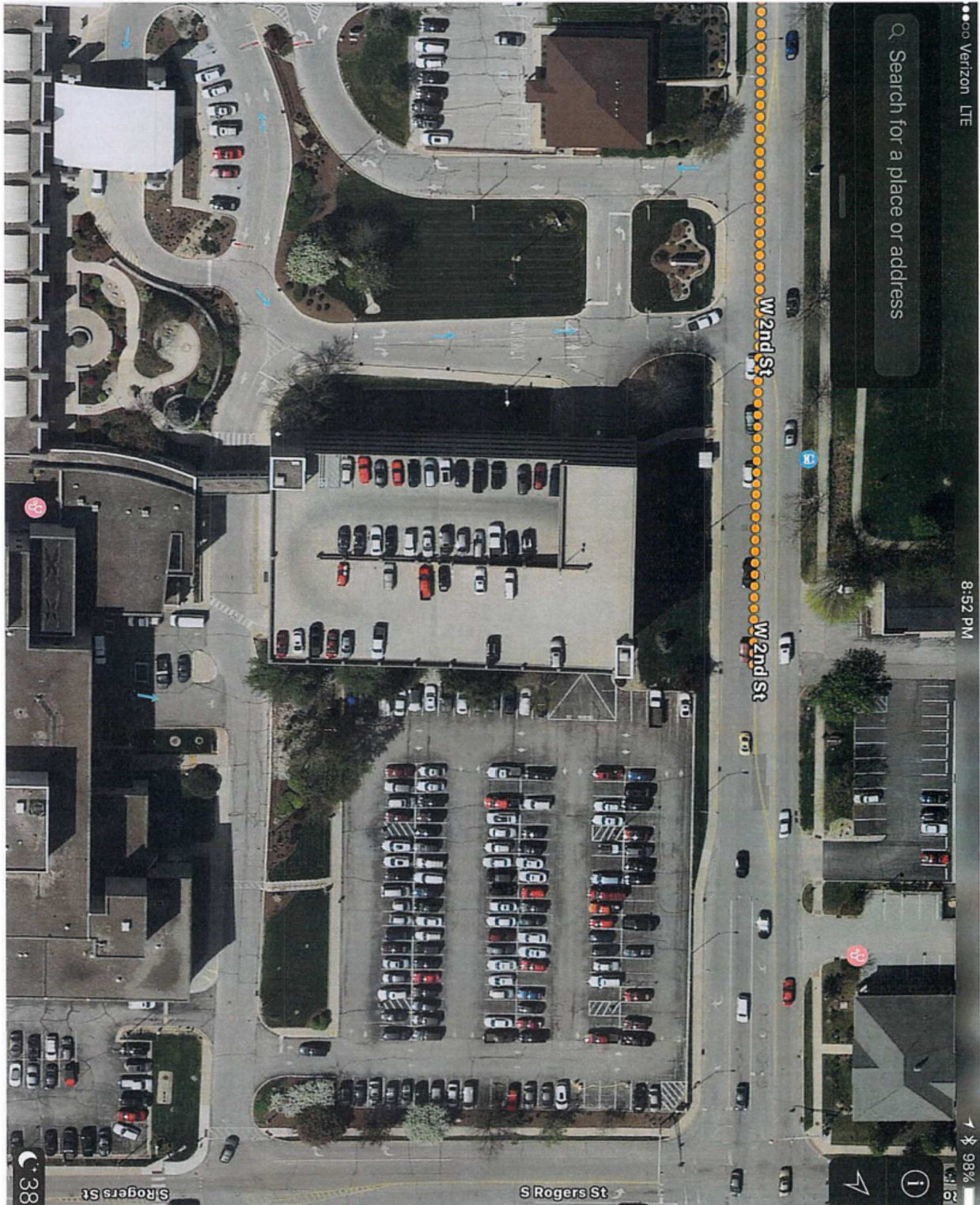


EXHIBIT E

Insert Depiction of the Kohr Administration Building



City of Bloomington
Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

- Approval of the project by the Redevelopment Commission through this Project Review & Approval Form does not represent an authorization to begin work or expend funds.
- Authorization of work and the commitment of funds shall be done when the Redevelopment Commission reviews and approves: (1) a Purchase Order or Contract prepared after complying with the appropriate procurement process for the type of item, service or construction being sought and (2) the estimated costs associated with the Purchase Order or Contract.
- No payment of funds shall be made without a duly authorized and approved Purchase Order or Contract. All claims for payment against a duly authorized Purchase Order or Contract shall be submitted to the Redevelopment Commission for their review and approval along with any required departmental inspections, reviews and approvals prior to the payment of any funds.

To Be Completed by Requesting Party:

Project Name: Purchase and Redevelopment of IU Health Bloomington Hospital Site at 2nd and Rogers ("Hospital Site")

Project Manager: Mick Renneisen; Jeff Underwood; Philippa Guthrie

Project Description:

Project will involve purchase of the Hospital Site at 2nd and Rogers from IU Health at such point as IU Health has vacated, razed some or all buildings on the site, and cleaned the site to a development-ready condition, in accordance with a definitive purchase agreement to be executed between the City and IU Health. The site is located in the Consolidated TIF and the City will be seeking funding for the real property purchase and for activities that will support future redevelopment of the site. If it were not for this project, it is very likely the site would be abandoned and underutilized or not utilized at all for years, as has happened across the country with similar hospital relocations and closings. This project will allow the city to prepare the site for and encourage redevelopment and best use of a prime location in the heart of downtown, and adjacent to the new Switchyard Park

It is the Legal Department's position that this project is a permissible use of Tax Increment under Indiana Code §36-7-14-39(b)(3).

Project Timeline:

Start Date: January 2018

End Date: December 31, 2021

Financial Information:

Estimated full cost of project:	\$6,685,000
Sources of funds:	
Consolidated TIF	\$6,685,000

Project Phases: This breakdown should mirror the contract(s) expected to be issued for this project. Each phase should include a description of the work to be performed, the cost, and the timeline for the contract.

Step	Description	Estimated Cost	Timeline
1	Urban Land Institute Consulting Contract	\$135,000	Services to be Completed by July 2018
2	Appraisals	\$50,000	2018-2020
3	Project Agreement with IU Health	\$6,500,000	2021

TIF District: Consolidated TIF (Walnut-Winslow, South Walnut, Tapp Road, Expanded Tapp Road, Fullerton Pike)

Resolution History: 18-13 Project Review and Approval Form
 18- 17 Approval of Contract with Urban Land Institute
 18-31 Approval of Agreement with IU Health for Purchase of Old Hospital Site

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____