

DULY ENTERED
FOR TAXATION

DEC 29 2005

Pat Haley
Monroe County Recorder IN
IN 2005025684 QC
12/29/2005 15:38:24 11 PGS
Filing Fee: \$34.00

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Reference: Instrument No. 2004002339, recorded March 22, 2004, in the Monroe County Recorder's Office, Tax Parcel No. 015-57640-00; Instrument No. 200300249, recorded January 27, 2003, in the Monroe County Recorder's Office, Tax Parcel No. 015-3220-00.

015-3325500, 015-33245-00, 015-33250-00, 015-33265-00

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 16th day of December, 2005, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and CITY OF BLOOMINGTON FOR THE USE AND BENEFIT OF THE REDEVELOPMENT COMMISSION, an Indiana municipal corporation, whose mailing address is c/o The City of Bloomington, Office of the Mayor, 401 North Morton Street, Bloomington, Indiana 47402, hereinafter called "Grantee", WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATION, to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE and forever QUITCLAIM unto Grantee, its successors and assigns, all right, title and interest of Grantor, if any, in and to those three (3) certain tracts or parcels of land situate, lying and being at Bloomington, Monroe County, Indiana, individually referred to as "Parcel One," "Parcel Two," and "Parcel Three," hereinafter collectively designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 29.20 acres, more or less, which Premises includes any and all ballast, crossings, bridges, trestles, culverts, communication lines and poles that are affixed to the Premises.

EXCLUDED from the Premises, hereinafter designated "the Excluded Property," are any and all tracks, ties, switches, railroad rolling stock, locomotives, automobiles, trucks, automotive equipment, machinery, office and computer equipment, radios, furniture, tools, inventories, materials and supplies. Immediately after removing the Excluded Property that is within public street crossings, Grantor shall, at its expense, leave the public street crossings in passable condition by removing the rail and related material and patching the affected area with materials and to a grade to match the surrounding pavement.

RESERVING unto Grantor, its successors and assigns, an easement along the Premises, hereinafter referred to as the "Rail Easement," for the continued location, maintenance, use, repair, replacement and removal of the Excluded Property, TOGETHER WITH the right of ingress and egress to and from the Premises until removal. Grantor shall remove the railroad track, other than ballast, and the Excluded Property at its expense. The Rail Easement shall

automatically terminate upon Grantor's cessation of use and removal of the Excluded Property or the Outside Removal Date, hereinafter referred to as the "Easement Termination Date," which shall be one hundred and twenty (120) days following closing unless Grantor requests in writing to Grantee an extension of up to an additional ninety (90) days, which grant will not be unreasonably withheld.

Grantor shall indemnify, defend and hold harmless Grantee, its office holders, agents and employees, from and against any and all liability, cost and expense, including attorneys' fees, arising out of or connected with any bodily injury, personal injury, property loss or damage as a result of the acts or omissions of Grantor, its officers, employees, agents, contractors or anyone else acting on, through or on behalf of Grantor, with respect to the Rail Easement.

FURTHER RESERVING unto Grantor, its successors and assigns, a perpetual non-exclusive easement, hereinafter referred to as the "Occupancy Easement," in, under and along those portions of the Premises as more particularly described in Exhibit B, attached hereto and incorporated herein. Grantor hereby represents and warrants to Grantee that the only existing occupancy within the Occupancy Easement is fiber optic cable installed by AT&T pursuant to the agreement between Grantor and AT&T dated May 1, 1986, hereinafter referred to as the "AT&T Agreement."

Grantor shall have the right to maintain, operate, use, replace, relocate, renew and remove the existing occupancies within the boundaries of the Occupancy Easement. Should Grantor wish to permit other occupancies within the Occupancy Easement in the future ("Future Occupants"), Grantor must obtain Grantee's written consent, which Grantee shall not unreasonably withhold, condition or delay, provided that all current and future occupancies are buried beneath the grade of the Premises at a sufficient depth to ensure the safety of Grantee's intended use. If Grantor, the current occupant or any Future Occupants disturb any portion of the Premises, then Grantor shall restore the disturbed portions to a condition that is as near as possible to the condition that existed immediately before the disturbance of the Premises at Grantor's sole cost and expense.

The Occupancy Easement shall require that the Grantee and its successors and assigns shall not disturb, cause or permit any interference with the enjoyment or use of the rights, interests and privileges created under the Occupancy Easement EXCEPT that Grantee (or any third party claiming through Grantee) may, with the prior written approval of Grantor or its successors, as the case may be, and the owner of the occupancy in question, which such approval may not be unreasonably withheld, relocate such occupancy within the Premises at the sole risk, cost and expense of Grantee or its successors or assigns, as the case may be.

Grantor shall indemnify, defend and hold harmless Grantee, its office holders, agents, and employees, from and against any and all liability, cost, and expense, including attorneys' fees, arising out of or connected with any bodily injury, personal injury, property loss or damage occurring on or about the Occupancy Easement area as a result of the act, or omissions of Grantor, the occupants under the AT&T Agreement, Future Occupants, their officers, employees, agents, contractors, or anyone else acting on, through or on behalf of Grantor, the occupants under the AT&T Agreement or the Future Occupants. Grantor shall require all Future Occupants

to agree to indemnify, defend and hold harmless the Grantee, as provided in this paragraph.

TO HAVE AND TO HOLD the Premises, and all the estate, right, title, lien, interest and claim whatsoever of Grantor therein, either in law or equity, and all improvements thereon and appurtenances thereto, unto the proper use, benefit and enjoyment of Grantee, Grantee's heirs and assigns or successors and assigns, forever.

Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representative or assigns, will use the Premises only for the construction and operation of a recreational trail and related facilities and will prohibit the residential development and use of the Premises.

By Decision and Notice of Interim Trail Use or Abandonment served October 17, 2003, the Surface Transportation Board ("STB") imposed a Notice of Interim Trail Use ("NITU") on Parcel 1. Grantee for itself, its successors and assigns, acknowledges that Parcel 1 remains subject to the jurisdiction of the STB for purposes of reactivating rail service. In the event that rail service is reactivated, terms and conditions relating to reimbursement and expenses shall be governed by certain terms and conditions contained in that certain Purchase Sale Agreement dated November 28, 2005, which terms and conditions shall be deemed to be the interim trail use agreement between Grantor and Grantee for purposes of 16 U.S.C. Section 1247(d), 49 U.S.C. and 10901(d) and all STB orders relating to same pertaining to Parcel 1.

Said covenants shall run with title to the Premises conveyed, and bind upon Grantee, Grantee's heirs, legal representatives and assigns, or corporate successors and assigns, and anyone claiming title to or holding Premises through Grantee.

The Redevelopment Commission of the City of Bloomington, Indiana approved of this conveyance and the terms contained herein in Resolution OS-30 on September 12, 2005.

RETURN TO:

The City of Bloomington

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

401 N. Morton Street
Bloomington, IN 47402

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

Signed, sealed and delivered
in the presence of:

Lori D. Overbay
Lori D. Overbay

CSX TRANSPORTATION, INC.:

By:

Print Name: Stephen A. Crosby

Print Title: President, CSX Real Property, Inc.

Amy Vaughn
Amy Vaughn

Attest

Donna W. Melton
Secretary

Print Name: Donna W. Melton

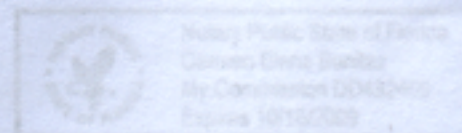
This instrument prepared by

or under the direction of:

Kim Bongiovanni

Kim Bongiovanni
Senior Counsel
Law Department
500 Water Street
Jacksonville, Florida 32202

Kim Bongiovanni
Notary Public
Print Name:



RETURN TO:

The City of Bloomington
Office of the Mayor
401 N. Morton Street
Bloomington, IN 47402

STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

EXHIBIT A

For the City of Birmingham for the use and benefit of the Redevelopment Commission
CSX

I, Carmen Elena Benitez, a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County came Stephen A. Crosby to me known, and proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did make oath, acknowledge and say that: he resides in Jacksonville, Duval County, Florida; he is President- CSX Real Property, Inc., signing on behalf of CSX Transportation, Inc., the corporation described in and which executed said instrument; he is fully informed of the contents of the instrument; he knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; he signed his name thereto for said corporation pursuant to Board authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

EAST, 60.89 feet to a point on the East right-of-way of said CSX Railroad; thence along said East right-of-way the following four (4) courses, said last point being on a curve having a radius of 16th day of
IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 16th day of
December, 2005

My commission expires on:

Notary Public

Print Name:

Carmen Elena Benitez

(SEAL)



Notary Public State of Florida
Carmen Elena Benitez
My Commission DD482409
Expires 10/16/2009

EXHIBIT A

Description of property at: Bloomington, Monroe County, Indiana

To: City of Bloomington for the use and benefit of the Redevelopment Commission

CSXT Deed File No.: 2005-677/LDO

PARCEL 1

A part of Section 8, Section 9, Section 4, and Section 5, all in Township 8 North, Range 1 West and part of Section 32 and Section 33 in Township 9 North, Range 1 West, all in Monroe County, Indiana and being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 9; thence NORTH 89 degrees 24 minutes 49 seconds EAST along the South line of said Section 9, a distance of 296.38 feet to a point on the West line of the CSX Railroad right-of-way and the point of beginning; thence continuing along the South line of said Section 9; thence NORTH 89 degrees 24 minutes 49 seconds EAST, 60.89 feet to a point on the East right-of-way of said CSX Railroad; thence along said East right-of-way the following four (4) courses, said last point being on a curve having a radius bearing NORTH 80 degrees 48 minutes 42 seconds WEST, 5726.2 feet:

- 1.) thence northerly along said curve through a central angle of 07 degrees 09 minutes 24 seconds, a distance of 715.24 feet;
- 2.) thence NORTH 02 degrees 01 minutes 54 seconds EAST, 350.00 feet to a tangent curve having a radius of 2934.60 feet and a central angle of 14 degrees 06 minutes, 02 seconds;
- 3.) thence northerly along said curve 722.20 feet;
- 4.) thence NORTH 12 degrees 04 minutes 41 seconds WEST, 1516.78 feet; thence NORTH 00 degrees 05 minutes 32 seconds EAST, 1758.86 feet; thence NORTH 01 degrees 13 minutes 04 seconds EAST, 283.69 feet; thence NORTH 00 degrees 11 minutes 24 seconds EAST, 585.00 feet; thence NORTH 20 degrees 16 minutes 29 seconds WEST, 344.56 feet; thence NORTH 00 degrees 11 minutes 38 seconds EAST, 139.43 feet to the South line of Seminary Lot 65; thence along said South line NORTH 89 degrees 35 minutes 49 seconds WEST, 47.69 feet; thence NORTH 00 degrees 10 minutes 22 seconds EAST, 552.87 feet; thence NORTH 88 degrees 04 minutes 11 seconds EAST, 23.18 feet to a point on the East right-of-way of Morton Street; thence along said East right-of-way NORTH 00 degrees 02 minutes 00 seconds EAST, 351.64 feet to the South line of Victor Oolitic Stone (Deed Record 145, Page 164); thence along the South, West and North line of said Victor Oolitic Stone the following three (3) courses:
 - 1.) thence NORTH 89 degrees 58 minutes 00 seconds WEST, 14.00 feet;
 - 2.) thence NORTH 00 degrees 02 minutes 00 seconds EAST, 537.85 feet;
 - 3.) thence SOUTH 89 degrees 58 minutes 00 seconds EAST, 14.00 feet to the said East right-of-way of Morton Street; thence along said East right-of-way the following three (3) courses:
 - 1.) thence NORTH 00 degrees 02 minutes 00 seconds EAST, 1493.30 feet;
 - 2.) thence NORTH 88 degrees 33 minutes 15 seconds EAST, 11.90 feet;
 - 3.) thence NORTH 00 degrees 01 minutes 13 seconds WEST, 1823.05 feet; thence NORTH 89 degrees 57 minutes 41 seconds WEST, 7.39 feet to a point on a curve, the radius of which bears SOUTH 88 degrees 01 minutes 53 seconds WEST, 992.56 feet; thence northerly through a

central angle of 20 degrees 34 minutes 15 seconds along said curve, 356.36 feet; thence NORTH 00 degrees 01 minutes 13 seconds WEST, 12.36 feet; thence NORTH 89 degrees 52 minutes 54 seconds WEST, 5.23 feet; thence NORTH 25 degrees 45 minutes 22 seconds WEST, 91.69 feet; thence NORTH 23 degrees 04 minutes 23 seconds WEST, 150.11 feet; thence NORTH 25 degrees 59 minutes 49 seconds WEST, 157.83 feet; thence NORTH 11 degrees 30 minutes 31 seconds WEST, 84.20 feet; thence NORTH 24 degrees 59 minutes 28 seconds WEST, 678.35 feet to a curve, the radius of which bears SOUTH 61 degrees 47 minutes 38 seconds WEST, 1467.41 feet; thence northerly through a central angle of 08 degrees 00 minutes 00 seconds along said curve, 204.89 feet to a curve, the radius of which bears SOUTH 54 degrees 39 minutes 49 seconds WEST, 1495.96 feet; thence through a central angle of 03 degrees 29 minutes 41 seconds along said curve, 91.25 feet to the East right-of-way of Rogers Street; thence NORTH 44 degrees 15 minutes 22 seconds WEST, 70.24 feet to the West right-of-way of Rogers Street, said point being on a curve, the radius of which bears SOUTH 48 degrees 28 minutes 51 seconds WEST, 1490.96 feet; thence northerly through a central angle of 30 degrees 47 minutes 48 seconds along said curve, 801.40 feet; thence NORTH 77 degrees 18 minutes 24 seconds WEST, 40.90 feet to a point on a curve, the radius of which bears SOUTH 16 degrees 06 minutes 54 minutes WEST, 1487.96 feet; thence northerly through a central angle of 03 degrees 53 minutes 45 seconds along said curve, 101.17 feet to a point on a curve, the radius of which bears SOUTH 12 degrees 05 minutes 58 seconds WEST, 1461.28 feet; thence westerly through a central angle of 18 degrees 22 minutes 41 seconds along said curve, 468.72 feet; thence NORTH 06 degrees 16 minutes 43 seconds WEST, 3.00 feet to a point on a curve, the radius which bears SOUTH 06 degrees 16 minutes 43 seconds EAST, 1464.28 feet; thence southwesterly through a central angle of 20 degrees 17 minutes 10 seconds along said curve, 518.44 feet; thence NORTH 00 degrees 42 minutes 01 seconds WEST, 1.73 feet; thence SOUTH 64 degrees 40 minutes 38 seconds WEST, 654.48 feet; thence SOUTH 01 degrees 42 minutes 01 seconds EAST, 56.93 feet to a point on a curve, the radius of which bears NORTH 23 degrees 45 minutes 36 seconds WEST, 1450.89 feet; thence southwesterly through a central angle of 20 degrees 34 minutes 37 seconds along said curve, 521.06 feet; thence SOUTH 86 degrees 49 minutes 01 seconds WEST, 136.42 feet; thence SOUTH 87 degrees 36 minutes 56 seconds EAST, 464.07 feet to a point on a curve, the radius of which bears NORTH 15 degrees 27 minutes 27 seconds WEST, 1530.91 feet; thence northeasterly through a central angle of 19 degrees 25 minutes 16 seconds along said curve, 518.92 feet; thence NORTH 55 degrees 07 minutes 20 seconds EAST, 160.50 feet to a point on a curve, the radius of which bears SOUTH 35 degrees 50 minutes 23 seconds EAST, 1404.28 feet; thence northerly through a central angle of 47 degrees 56 minutes 13 seconds along said curve, 1174.90 feet to a point on a curve, the radius of which bears SOUTH 12 degrees 13 minutes 19 seconds WEST, 1430.96 feet; thence southeasterly through a central angle of 04 degrees 31 minutes 30 seconds along said curve, 113.01 feet; thence SOUTH 79 degrees 31 minutes 22 seconds EAST, 40.59 feet to a point on a curve, the radius of which bears SOUTH 18 degrees 21 minute 25 seconds WEST, 1435.96 feet; thence southeasterly through a central angle of 24 degrees 22 minutes 53 seconds along said curve, 611.05 feet; thence NORTH 42 degrees 44 minutes 18 seconds EAST, 6.00 feet to a point on a curve, the radius of which bears SOUTH 42 degrees 44 minutes 18 seconds WEST, 1441.96 feet; thence southeasterly through a central angle of 07 degrees 56 minutes 49 seconds along said curve, 200.00 feet to the West right-of-way of Rogers Street; thence SOUTH 37 degrees 29 minutes 12 seconds EAST, 80.33 feet to the East right-of-way of Rogers Street and a point on a curve, the radius of which bears SOUTH 52 degrees 57 minutes 32 seconds WEST, 1413.41 feet; thence southeasterly through a central angle

of 05 degrees 50 minutes 29 seconds along said curve, 144.10 feet; thence SOUTH 89 degrees 26 minutes 44 seconds EAST, 4.70 feet to a point on a curve, the radius of which bears SOUTH 58 degrees 54 minutes 01 seconds WEST, 1417.41 feet; thence southeasterly through a central angle of 02 degrees 53 minutes 37 seconds along said curve, 71.58 feet; thence SOUTH 24 degrees 58 minutes 58 seconds EAST, 346.73 feet; thence SOUTH 89 degrees 52 minutes 21 seconds WEST, 7.33 feet; thence SOUTH 24 degrees 55 minutes 56 seconds EAST, 305.32 feet; thence SOUTH 29 degrees 11 minutes 42 seconds EAST, 94.54 feet; thence SOUTH 24 degrees 59 minutes 12 seconds EAST, 156.44 feet; thence SOUTH 89 degrees 51 minutes 55 seconds EAST, 11.04 feet; thence SOUTH 24 degrees 59 minutes 12 seconds EAST, 152.37 feet; thence SOUTH 18 degrees 18 minutes 16 seconds EAST, 86.97 feet to a point on a curve, the radius of which bears SOUTH 65 degrees 54 minutes 50 seconds WEST, 962.76 feet; thence southerly through a central angle of 24 degrees 33 minutes 23 seconds along said curve, 412.63 feet; thence NORTH 89 degrees 31 minutes 47 seconds WEST, 3.00 feet; thence SOUTH 00 degrees 27 minutes 36 seconds WEST, 324.36 feet; thence SOUTH 89 degrees 32 minutes 24 seconds EAST, 2.78 feet; thence SOUTH 00 degrees 11 minutes 39 seconds WEST, 268.36 feet; thence SOUTH 89 degrees 55 minutes 13 seconds WEST, 4.02 feet; thence SOUTH 00 degrees 27 minutes 36 seconds WEST, 1257.13 feet; thence SOUTH 00 degrees 11 minutes 06 seconds WEST, 2867.81 feet; thence NORTH 89 degrees 35 minutes 49 seconds WEST, 10.92 feet; thence SOUTH 00 degrees 05 minutes 32 seconds WEST, 907.56 feet; thence NORTH 89 degrees 54 minutes 27 seconds WEST, 2.00 feet; thence SOUTH 00 degrees 05 minutes 32 seconds WEST, 144.92 feet; thence NORTH 89 degrees 32 minutes 02 seconds EAST, 23.99 feet; thence SOUTH 01 degrees 56 minutes 28 seconds WEST, 221.43 feet; thence NORTH 88 degrees 40 minutes 33 seconds WEST, 6.99 feet; thence SOUTH 01 degrees 05 minutes 49 seconds WEST, 579.87 feet; thence SOUTH 88 degrees 14 minutes 24 seconds EAST, 6.91 feet; thence SOUTH 01 degree 06 minutes 12 seconds WEST, 225.47 feet; thence NORTH 88 degrees 16 minutes 03 seconds WEST, 12.09 feet to a point on a curve, the radius of which bears SOUTH 88 degrees 49 minutes 08 seconds EAST, 2835.44 feet; thence southerly through a central angle of 17 degrees 19 minutes 53 seconds along said curve, 857.69 feet; thence SOUTH 12 degrees 04 minutes 22 seconds EAST, 1698.42 feet to a tangent curve having a radius of 2874.60 feet, and a central angle of 14 degrees 06 minutes 02 seconds; thence southerly along said curve 707.44 feet; thence SOUTH 02 degrees 01 minutes 54 seconds WEST, 350.00 feet to a tangent curve having a radius of 5666.20 feet, and a central angle of 07 degrees 14 minutes 32 seconds; thence southerly along said curve 716.21 feet; thence SOUTH 09 degrees 16 minutes 26 seconds WEST, 1.87 feet to the point of beginning, containing 28.09 acres, more or less.

PARCEL 2

A part of the Northeast Quarter of Section 8, Township 8 North, Range 1 West, Monroe County, Indiana, being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 8; thence SOUTH 89 degrees 32 minutes 02 seconds WEST along the North line of Section 8, 36.69 feet to the West right-of-way of the CSX Railroad and the point of beginning; thence continuing along the North line of said Section 8 SOUTH 89 degrees 32 minutes 02 seconds WEST, a distance of 72.46 feet to the East line of Libey Subdivision (Plat Cabinet C, Envelope 245); thence SOUTH 01 degrees 56 minutes 28 seconds WEST along said East line, 218.46 feet; thence SOUTH 88 degrees 07 minutes 06

seconds EAST, 72.40 feet to said West line of the CSX Railroad; thence NORTH 01 degrees 56 minutes 28 seconds EAST along said West line, 221.43 feet to the point of beginning, containing 0.37 acres, more or less.

To: City of Bloomington for the use and benefit of the Redevelopment Commission
CSXT Deed File No.: 2005-6778.DD

PARCEL 3

Part of the Southwest Quarter of Section 4, Township 8 North, Range 1 West, Monroe County, Indiana, being more particularly described as follows:

COMMENCING at the Southwest corner of said Southwest quarter; thence NORTH 88 degrees 31 minutes 16 seconds EAST along the South line of said Southwest quarter, 144.95 feet; thence NORTH 00 degrees 11 minutes 24 seconds EAST, 585.00 feet to the point of beginning; thence NORTH 20 degrees 16 minutes 29 seconds WEST, 344.56 feet; thence NORTH 00 degrees 11 minutes 38 seconds EAST, 106.43 feet to the South line of Grimes Lane; thence along said South line SOUTH 89 degrees 35 minutes 49 seconds EAST, 120.46 feet; thence SOUTH 00 degrees 11 minutes 24 seconds WEST, 428.80 feet to the point of beginning, containing 0.74 acres, more or less.

BEING more particularly shown on plat of survey dated July 28, 2005 prepared by Ben E. Bledsoe, Registered Land Surveyor Number S0559, Bledsoe Tapp & Riggert, Inc., 1351 West Tapp Road, Bloomington, Indiana 47403 incorporated herein by reference.

EXHIBIT B

Description of property at: Bloomington, Monroe County, Indiana

To: City of Bloomington for the use and benefit of the Redevelopment Commission

CSXT Deed File No.: 2005-677/LDO

Occupancy Easement

A part of Section 32 and Section 33 in Township 9 North, Range 1 West, all in Monroe County, Indiana and being more particularly described as follows:

Beginning at the intersection of the West line of Madison Street and the North line of 8th Street; thence NORTH 00 degrees 01 minutes 14 seconds WEST along the West line of Madison Street 13.38 feet to the Northeasterly line of a railroad right-of-way; thence NORTH 24 degrees 59 minutes 28 seconds WEST, 317.92 feet to a curve, the radius of which bears SOUTH 61 degrees 47 minutes 38 seconds WEST, 1467.41 feet; thence northerly through a central angle of 08 degrees 00 minutes 00 seconds along said curve, 204.89 feet to a curve, the radius of which bears SOUTH 54 degrees 39 minutes 49 seconds WEST, 1495.96 feet; thence through a central angle of 03 degrees 29 minutes 41 seconds along said curve, 91.25 feet to the East right-of-way of Rogers Street; thence NORTH 44 degrees 15 minutes 22 seconds WEST, 70.24 feet to the West right-of-way of Rogers Street, said point being on a curve, the radius of which bears SOUTH 48 degrees 28 minutes 51 seconds WEST, 1490.96 feet; thence northerly through a central angle of 30 degrees 47 minutes 48 seconds along said curve, 801.40 feet; thence NORTH 77 degrees 18 minutes 24 seconds WEST, 40.90 feet to a point on a curve, the radius of which bears SOUTH 16 degrees 06 minutes 54 seconds WEST, 1487.96 feet; thence northerly through a central angle of 03 degrees 53 minutes 45 seconds along said curve, 101.17 feet to a point on a curve, the radius of which bears SOUTH 12 degrees 05 minutes 58 seconds WEST, 1461.28 feet; thence westerly through a central angle of 18 degrees 22 minutes 41 seconds along said curve, 468.72 feet; thence NORTH 06 degrees 16 minutes 43 seconds WEST, 3.00 feet to a point on a curve, the radius which bears SOUTH 06 degrees 16 minutes 43 seconds EAST, 1464.28 feet; thence southwesterly through a central angle of 20 degrees 17 minutes 10 seconds along said curve, 518.44 feet; thence NORTH 00 degrees 42 minutes 01 seconds WEST, 1.73 feet; thence SOUTH 64 degrees 40 minutes 38 seconds WEST, 654.48 feet; thence SOUTH 01 degrees 42 minutes 01 seconds EAST, 56.93 feet to a point on a curve, the radius of which bears NORTH 23 degrees 45 minutes 36 seconds WEST, 1450.89 feet; thence southwesterly through a central angle of 20 degrees 34 minutes 37 seconds along said curve, 521.06 feet; thence SOUTH 86 degrees 49 minutes 01 seconds WEST, 136.42 feet; thence SOUTH 87 degrees 36 minutes 56 seconds EAST, 464.07 feet to a point on a curve, the radius of which bears NORTH 15 degrees 27 minutes 27 seconds WEST, 1530.91 feet; thence northeasterly through a central angle of 19 degrees 25 minutes 16 seconds along said curve, 518.92 feet; thence NORTH 55 degrees 07 minutes 20 seconds EAST, 160.50 feet to a point on a curve, the radius of which bears SOUTH 35 degrees 50 minutes 23 seconds EAST, 1404.28 feet; thence northerly through a central angle of 47 degrees 56 minutes 13 seconds along said curve, 1174.90 feet to a point on a curve, the radius of which bears SOUTH 12 degrees 13 minutes 19 seconds WEST, 1430.96 feet; thence southeasterly through a central angle of 04 degrees 31 minutes 30 seconds along said curve, 113.01 feet; thence SOUTH 79 degrees 31 minutes 22 seconds EAST, 40.59 feet to a point on a

curve, the radius of which bears SOUTH 18 degrees 21 minute 25 seconds WEST, 1435.96 feet; thence southeasterly through a central angle of 24 degrees 22 minutes 53 seconds along said curve, 611.05 feet; thence NORTH 42 degrees 44 minutes 18 seconds EAST, 6.00 feet to a point on a curve, the radius of which bears SOUTH 42 degrees 44 minutes 18 seconds WEST, 1441.96 feet; thence southeasterly through a central angle of 07 degrees 56 minutes 49 seconds along said curve, 200.00 feet to the West right-of-way of Rogers Street; thence SOUTH 37 degrees 29 minutes 12 seconds EAST, 80.33 feet to the East right-of-way of Rogers Street and a point on a curve, the radius of which bears SOUTH 52 degrees 57 minutes 32 seconds WEST, 1413.41 feet; thence southeasterly through a central angle of 05 degrees 50 minutes 29 seconds along said curve, 144.10 feet; thence SOUTH 89 degrees 26 minutes 44 seconds EAST, 4.70 feet to a point on a curve, the radius of which bears SOUTH 58 degrees 54 minutes 01 seconds WEST, 1417.41 feet; thence southeasterly through a central angle of 02 degrees 53 minutes 37 seconds along said curve, 71.58 feet; thence SOUTH 24 degrees 58 minutes 58 seconds EAST, 306.60 feet to the North Right-of-Way of 8th Street; thence along said right-of-way NORTH 89 degrees 58 minutes 46 seconds EAST, 48.89 feet to the Point of Beginning containing 5.52 acres.

Witness my hand and seal of said County, this 1st day of May, 2005.

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT I, Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATION, to it in hand paid by Grantee, the receipt of which is hereby acknowledged, have hereby RELEASE, REMISE and forever QUITCLAIM unto Grantee, its successors and assigns, all right, title and interest of Grantor, if any, in and to those three (3) certain tracts or parcels of land situated, lying and being at Bloomington, Monroe County, Indiana, individually referred to as "Parcel One," "Parcel Two," and "Parcel Three," hereinafter collectively designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 29.20 acres, more or less, which Premises includes any and all ballast, crossings, bridges, trestles, culverts, communication lines and poles that are affixed to the Premises.

EXCLUDED from the Premises, hereinafter designated "the Excluded Property," are any and all tracks, ties, switches, railroad rolling stock, locomotives, automobiles, trucks, automotive equipment, machinery, office and computer equipment, radios, furniture, tools, inventories, materials and supplies. Immediately after removing the Excluded Property that is within public street crossings, Grantor shall, at its expense, leave the public street crossings in passable condition by removing the rail and related material and patching the affected area with materials and to a grade to match the surrounding pavement.

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