DONATION OF TEMPORARY RIGHT OF WAY AGREEMENT
WITH AN APPRAISAL OR MARKET ESTIMATE

As owner(s) of real estate on Henderson Street in Bloomington, Indiana, needed temporarily for the relocation of a sidewalk and bus shelter and the construction of a bus pull-off with a gate, and acknowledging that we have been offered $8,590.00 based upon a market estimate of the fair market value of the subject real estate as just compensation, nevertheless, desire to donate the temporary right of way and will execute the necessary conveyance instruments to grant temporary right of way to the City of Bloomington, Indiana.

This offer to the City of Bloomington, Indiana, is made without any coercive action of any nature.

The undersigned person executing this Agreement represents and certifies on behalf of the Grantor that she has been fully empowered by the Grantor to execute and deliver this conveyance and all other such instruments of transfer, that the Grantor has full capacity to convey the real estate described, and that all necessary action for making this conveyance has been duly taken.

MONROE COUNTY COMMUNITY SCHOOL CORPORATION

By: [Signature]
D. Jeanine Butler, President
Board of School Trustees

Date: 1/20/09

Attest: [Signature]
Victoria Streiff, Secretary

STATE OF INDIANA  )
COUNTY OF MONROE  ) SS:

Before me, a Notary Public in and for said County and State personally appeared
D. Jeanine Butler and Victoria Streiff

who acknowledged the truth of the statements in the foregoing agreement on this 20th day of January, 2009.

[Signature]
Janet Walls Tupper
Notary Public (Signature)

Notary Public (Printed Name)

My County of Residence is: Monroe

This instrument was prepared by Jacqueline Moore, Assistant City Attorney,
City of Bloomington, P. O. Box 180, Bloomington, IN 47402.
GRANT OF TEMPORARY RIGHT OF WAY

The City of Bloomington, Indiana, needs to relocate a sidewalk and bus shelter and to construct a bus pull-off with a gate, and this work will require the acquisition of temporary right of way across certain land owned by the Board of Trustees of the Monroe County Community School Corporation ("Grantor") in Monroe County, Indiana, located at 1301 S. Henderson Street, Bloomington, Indiana and described as:

See Attachment A, attached hereto and incorporated herein by reference.

NOW, THEREFORE, it is agreed between the Grantor and the City of Bloomington, Indiana that, in consideration of the agreements contained herein, the Grantor hereby grants temporary right of way on and across the land described above to the City of Bloomington, Indiana, its employees, agents and contractors, solely for the following purpose:

This temporary right of way shall permit the City of Bloomington, its employees, agents and contractors to cross the Grantors’ property described in Attachment A to perform the work described above.

This temporary right of way shall commence upon the execution of this Grant of Temporary Right of Way and expire upon the completion of the work described above.

The City agrees to repair any damage done to the Grantor’s land and fences, and to restore such land and fences to as good a condition as they were in immediately prior to the commencement of the work.

The Grantor waives no right to make claims for any damages, including damages to trees, drainage, improvements and land, and for any acts which would normally be the basis for an action for damages.

The undersigned person executing this Grant of Temporary Right of Way represents and certifies on behalf of the Grantor that she has been fully empowered by the Grantor to execute and deliver this conveyance and all other such instruments of transfer, that the Grantor has full capacity to convey the real estate described, and that all necessary action for making this conveyance has been duly taken.

IN WITNESS WHEREOF, the Grantor has set her hand and seal this 29th day of January, 2009.

MONROE COUNTY COMMUNITY SCHOOL CORPORATION

By: [Signature]

D. Jeannine Butler, President
Board of School Trustees

Date: 1/29/09

Attest: [Signature]

Victoria Streiff, Secretary
STATE OF INDIANA  )
COUNTY OF MONROE  )

Before me, a Notary Public in and for said County and State personally appeared

D. Joannine Butler and Victoria Streiff

who acknowledged the truth of the statements in the foregoing agreement on this 20th day of

[Signature]
Notary Public (Signature)

[Printed Name]
Notary Public (Printed Name)

My County of Residence is: Monroe

This instrument was prepared by Jacquelyn Moore, Assistant City Attorney, City of Bloomington,
P. O. Box 100, Bloomington, IN 47402.
STATE OF INDIANA  
COUNTY OF MONROE  

"ONE AND THE SAME" AFFIDAVIT

I, Thomas Bunger, the undersigned affiant, being duly sworn my oath, hereby say:

That the Monroe County Community School Corporation ("MCCSC") was created in the late 1960s;

That the MCCSC was formed by the consolidation of Bloomington Metropolitan Schools and township schools in Monroe County;

Further affiant sayeth not.

Affiant’s Signature

Thomas Bunger
Affiant’s Printed Name

STATE OF INDIANA  
COUNTY OF MONROE  

Before me, a Notary Public in and for said County and State personally appeared Thomas Bunger, who acknowledged the truth of the statements in the foregoing affidavit on this 19th day of January, 2009.

Notary Public (Signature)

Notary Public (Printed Name)

My Commission Expires: ________________
My County of Residence is: ________________

This instrument was prepared by Jacquelyn Moore, Assistant City Attorney, City of Bloomington, P. O. Box 100, Bloomington, IN 47402.
Exhibit “A”

DES. No.: 0800014 & 0800041
Parcel: 1 Temporary R/W for School Bus Unloading Zone and Sidewalk Construction

A part of Seminary Out Lot 124, described as follows: Commencing at the southwest corner of Lot 4 in Cox’s Addition to the City of Bloomington, Indiana, the plat of which is recorded in Plat Cabinet B, envelope 41 in the Office of the Recorder of Monroe County, Indiana; thence South 00 degrees 48 minutes 43 seconds East a distance of 40.01 feet, along the prolonged west line of said Lot 4, to the south boundary of Brenda Lane and the point of beginning; thence South 89 degrees 36 minutes 01 seconds East a distance of 18.50 feet along said south boundary; thence South 00 degrees 48 minutes 43 seconds East a distance of 40.97 feet; thence South 20 degrees 47 minutes 42 seconds East a distance of 23.41 feet; thence South 00 degrees 48 minutes 43 seconds East a distance of 185.00 feet; thence South 12 degrees 06 minutes 31 seconds West a distance of 87.21 feet to the east boundary of Henderson Street; thence North 00 degrees 48 minutes 43 seconds West a distance of 64.05 feet, along said east boundary; thence North 05 degrees 31 minutes 12 seconds West a distance of 85.29 feet, continuing along said east boundary; thence North 00 degrees 48 minutes 43 seconds West a distance of 184.31 feet, continuing along said east boundary, to the point of beginning and containing 6,837 square feet, more or less.

This description was prepared for the City of Bloomington, Indiana by Trent E. Newport, Indiana Registered Land Surveyor, License Number 29600021, on the 6th day of June, 2008.

TRENT E. NEWPORT
INDIANA LAND SURVEYOR
NO. LS 29600021