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Jim Fielder
Monroe County Recorder IN
Recorded as Presented

**ENVIRONMENTAL PROTECTION EASEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS**

This Environmental Protection Easement and Declaration of Restrictive Covenants is made this 2 day of February, 2012, by ABB Inc., having an address of 12040 Regency Parkway, Cary, North Carolina (together with its successors and assignees, collectively the "Grantor"), and ABB Inc., having an address of 12040 Regency Parkway, Cary, North Carolina (together with its successors and assignees, collectively the "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of a parcel of land located in the County of Monroe, State of Indiana, more particularly described on Exhibit A attached hereto and made a part hereof (the "Property");

WHEREAS, the Property is part of the cleanup site ("Site") subject to Administrative Settlement Agreement and Order on Consent EPA-V-W-08-C-890 ("AOC") issued by the United States Environmental Protection Agency ("EPA");

WHEREAS, in the AOC, EPA selected a "removal action" for the Site. The State of Indiana, through the Indiana Department of Environmental Management ("IDEM"), concurred with the removal action selected in the AOC. The removal action has been implemented at the Site;

WHEREAS, the areas of the Property where hazardous substances remain above levels allowing for unrestricted use and unlimited exposure are depicted in Exhibit B and described in Exhibit C, attached thereto;

WHEREAS, the removal action for the Site was conducted pursuant to the AOC;

WHEREAS, the Grantor hereto has agreed to grant a permanent right of access over the Property to the Grantee for purposes of monitoring the Affected Areas depicted in Exhibit B and described in Exhibit C;

WHEREAS, the parties hereto have agreed to impose on the Property use restrictions as covenants that will run with the land for the purpose of protecting human health and the environment;

WHEREAS, Grantor wishes to cooperate fully with the Grantee in the implementation of all response actions at the Site;

WHEREAS, the Grantor and Grantee intend that the provisions of this Environmental Protection Easement and Declaration of Restrictive Covenants also be for the

benefit of the United States and the Indiana Department of Environmental Management ("IDEM") as third party beneficiaries ("Third Party Beneficiaries"); and

WHEREAS, the Commissioner of IDEM has approved of this instrument and Grantor and Grantee intend this instrument to be a restrictive covenant pursuant to Indiana Code (IC) 13-11-2-193.5 that IDEM may enforce in a court action pursuant to IC 13-14-2-6(5).

NOW, THEREFORE:

1. Grant: Grantor, on behalf of itself, its successors and assigns, in consideration of the removal action performed pursuant to the AOC, does hereby covenant and declare that the Property shall be subject to the restrictions on use set forth below, and does give, grant and convey to the Grantee, and its assigns, with general warranties of title, 1) the perpetual right to enforce said use restrictions, and 2) an environmental protection easement of the nature and character, and for the purposes hereinafter set forth, with respect to the Property.

2. Purpose: It is the purpose of this instrument to convey to the Grantee real property rights, which will run with the land, to facilitate remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to contaminants. It is also the purpose of this instrument that the EPA and IDEM and each of their successors and assigns as Third Party Beneficiaries shall have the right to enforce the terms of this instrument and that IDEM shall also have the authority to enforce this instrument pursuant to IC 13-14-2-6(5).

3. EPA and IDEM as Third Party Beneficiaries: Grantor on behalf of itself and its successors, transferees, and assigns and the Grantee on behalf of itself and its successors, transferees and assigns hereby agree that the EPA and IDEM and their successors and assigns shall be Third Party Beneficiaries under this instrument.

4. Restrictions on use: The following covenants, conditions, and restrictions apply to the use of the Property, run with the land for the benefit of the Grantee and are binding upon the Grantor including its successors, transferees, assigns or other persons acquiring an interest in the Property and their authorized agents, employees, or persons acting under their direction and control.

- (a) Shall not use or allow the use of the Property for residential purposes, including, but not limited to, daily child care facilities or educational facilities for children (e.g., daycare centers or K-12 schools).
- (b) Shall not use or allow the use or extraction of groundwater at the Property for any purpose, including, but not limited to: human or animal consumption, gardening, industrial processes, or agriculture, except that groundwater may be extracted in conjunction with environmental investigation and/or remediation activities.
- (c) Shall restore soil originating from the Affected Areas depicted in the attached Exhibit B that are disturbed as a result of excavation and construction activities in

such a manner that the remaining contaminant concentrations do not present a threat to human health and the environment. Contaminated soils that are excavated must be managed in accordance with all applicable federal and state laws, and disposal of such soils must also be done in accordance with all applicable state and federal laws. In addition to and in support of the above requirements, the owner shall prepare and implement a Soils Management Plan prior to any excavation, regrading, or similar soil disturbance of these soils. The Soils Management Plan must identify the quantity and survey coordinates of the soil to be disturbed, the location where the material will be placed (if remaining on site) and the measures that will be taken to minimize storm water impact. In addition, the plan must and address the following:

- i. All soils originating from the Affected Areas excavated from depths shallower than 7 feet below grade may be returned to any depth below grade, but must be covered by at least 1 foot of clean fill to prevent potential storm water impacts;
- ii. All soils from Affected Area B originating from depths greater than 7 feet below grade must be returned to a depth of at least 7 feet below grade;
- iii. The owner shall maintain a written record, including quantities and survey coordinates, of the location of placement of this material;
- iv. The Owner, upon IDEM's request, shall provide IDEM evidence showing the excavated and restored areas do not represent a threat to human health or the environment.

5. Modification or Rescission of restrictions: Any request for modification or rescission of this instrument or of provisions of this instrument shall be made to the Grantee, IDEM and EPA at the addresses given below. This instrument may be modified or rescinded only with the prior written approval of EPA, IDEM and the Grantee. Grantor on behalf of its successors, transferees, assigns or other persons acquiring an interest in the Property agrees to file any modification to or rescission of this Environmental Protection Easement and Declaration of Restrictive Covenants approved by EPA, IDEM and the Grantee with the appropriate Registrar of Deeds and a certified copy shall be returned to the EPA, IDEM and the Grantee at the addresses listed below.

6. Environmental Protection Easement: Grantor hereby grants to the Grantee for its use an irrevocable, permanent and continuing right of access unless rescinded pursuant to paragraph 5 at all reasonable times to the Property for purposes of:

- a) Implementing, operating and maintaining the response actions in the ROD, including but not limited to those actions generally described herein;
- b) Verifying any data or information submitted to EPA or IDEM;

- c) Verifying that no action is being taken on the Property in violation of the terms of this instrument or of any federal or state environmental laws or regulations;
- d) Conducting investigations relating to contamination on or near the Site, including, without limitation, sampling of air, water, sediments, soils, and specifically, without limitation, obtaining split or duplicate samples;
- e) Conducting periodic reviews of the affected areas, including but not limited to, reviews required by applicable statutes and/or regulations; and
- f) Implementing additional or new response actions that the EPA or IDEM determine are necessary to protect public health or the environment because: i) either the original removal action has proven to be ineffective, or ii) that new technology has been developed which will accomplish the purposes of the removal action in a significantly more efficient or cost effective manner; and will not impose any significantly greater burden on the Property or unduly interfere with the then existing uses of the Property.

7. Reserved rights of Grantor: Grantor hereby reserves unto itself, its successors, and assigns, all rights and privileges in and to the use of the Property which are not incompatible with the restrictions, rights and easements granted herein.

8. EPA and IDEM Entry, Access, and Response Authority: Nothing in this document shall limit or otherwise affect EPA and IDEM's rights of entry and access or EPA's and IDEM's authority to take response actions under CERCLA, the National Contingency Plan ("NCP"), or other federal and state law. The Grantor and Grantee consent to officers, employees, contractors, and authorized representatives of the EPA and IDEM entering and having continued access to this property for the purposes described in paragraph 6.

9. No Public Access and Use: No right of access or use by the general public to any portion of the Property is conveyed by this instrument.

10. Notice requirement: Grantor agrees to include in any future instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice which is in substantially the following form:

**NOTICE: THE INTEREST CONVEYED HEREBY IS
SUBJECT TO AN ENVIRONMENTAL PROTECTION
EASEMENT AND DECLARATION OF RESTRICTIVE
COVENANTS, DATED FEB 2, 2012, RECORDED IN
THE PUBLIC LAND RECORDS ON FEB 9, 2012, IN
BOOK _____, PAGE _____, IN FAVOR OF, AND #2012002014
ENFORCEABLE BY ABB INC AS GRANTEE, AND
IN FAVOR OF AND ENFORCEABLE BY THE UNITED
STATES OF AMERICA AND THE INDIANA
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
AS THIRD PARTY BENEFICIARIES.**

Within thirty (30) days of the date any such instrument of conveyance is executed, Grantor must provide Grantee with a certified true copy of said instrument and, if it has been recorded in the public land records, its recording reference.

11. Enforcement: The Grantee, and the EPA and IDEM as Third Party Beneficiaries shall be entitled to enforce, individually or jointly, the terms of this instrument by resort to specific performance or legal process. IDEM shall be entitled to enforce this document pursuant to IC 13-14-2-6(5). All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Enforcement of the terms of this instrument shall be at the discretion of the Grantee, the EPA and IDEM and any forbearance, delay or omission to exercise its rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Grantee, EPA or IDEM of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Grantee, the EPA or IDEM.

12. Waiver of certain defenses: Grantor hereby waives any defense of laches, estoppel, or prescription.

13. Covenants: Grantor hereby covenants to and with the Grantee and its assigns, that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the Property is free and clear of encumbrances, except those noted on Exhibit E attached hereto, and that the Grantor will forever warrant and defend the title thereto and the quiet possession thereof.

14. Recordation: Unless this Instrument is rescinded under Paragraph 5, the Grantor, its successors or assigns shall re-record this Instrument including any subsequent modifications and amendments forty-nine (49) years from the date of first recording, or any subsequent recordings, to insure its continued applicability under the Marketable Title for Real Property Act found in IC 32-20.

15. Notices: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:
ABB Inc.
12040 Regency Parkway
Cary, NC 27518
Attention: General Counsel

To Grantee:
ABB Inc.
12040 Regency Parkway
Cary, NC 27518
Attention: General Counsel

To Third Party Beneficiary:
Indiana Department of Environmental Management
Office of Land Quality
100 N. Senate Avenue
Mail Code 66-31
Indianapolis, IN 46204-2251

16. General provisions:

a) Controlling law: The interpretation and performance of this instrument shall be governed by the laws of the United States or, if there are no applicable federal laws, by the law of the State of Indiana.

b) Liberal construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the grant to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

c) Severability: If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

d) Entire Agreement: This instrument sets forth the entire agreement of the parties with respect to rights and restrictions created hereby, and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein.

e) No Forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

f) Joint Obligation: If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

g) Successors: The covenants, terms, conditions, and restrictions of this instrument shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The term "Grantor", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantor" and their personal representatives, heirs, successors, and assigns. The term "Grantee", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantee" and their personal representatives, heirs, successors, and assigns. The rights of the Grantee and Grantor under this instrument are assignable, subject to the notice provisions hereof.

h) Termination of Rights and Obligations: A party's rights and obligations under this instrument terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

i) Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

j) Counterparts: The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto the Grantee and its assigns forever.

IN WITNESS WHEREOF, Grantor has caused this Environmental Protection Easement and Declaration of Restrictive Covenant to be signed in its name.

Executed this 2 day of February, 2012.

NAME OF GRANTOR

By: [Signature]
ABB Inc.

STATE OF Connecticut
COUNTY OF Hartford) ss

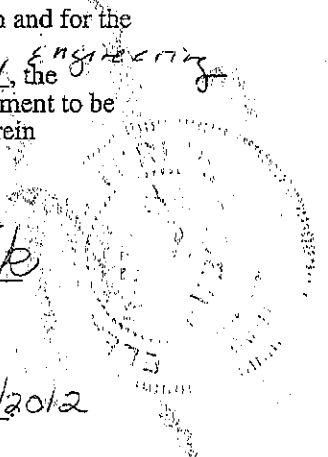
On this 2nd day of February 2012, before me, the undersigned, a Notary Public in and for the State of Connecticut, duly commissioned and sworn, personally appeared Elaine Hammick, known to be the Director of Environmental Engineering, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

Witness my hand and official seal hereto affixed the day and year written above.

Eleanor A. Perlite

Notary Public in and for the State of Connecticut

My Commission Expires: 3/31/2012



This Environmental Protection Easement and Declaration of Restrictive Covenant is accepted this 2 day of February, 2012.

NAME OF GRANTEE

By: [Signature]
ABB Inc.

EXHIBIT A

Legal Description of Property

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

A part of the east half of Section 36, Township 9 North, Range 2 West, Monroe County, Indiana, being more particularly described as follows: COMMENCING at the southwest corner of said east half of Section 36, thence NORTH 00 degrees 33 minutes 40 seconds EAST along the west line of the Southeast quarter of said Section 36, a distance of 1100.00 feet to the point of beginning; thence SOUTH 88 degrees 40 minutes 52 seconds; EAST 1598.54 feet thence SOUTH 00 degrees 56 minutes 24 seconds EAST 43.86 feet; thence SOUTH 88 degrees 42 minutes 49 seconds EAST 528.00 feet; thence SOUTH 01 degrees 30 minutes 52 seconds EAST 49.51 feet thence SOUTH 88 degrees 32 minutes 14 seconds EAST 528.00 feet to the east line of said east half thence along said east line NORTH 00 degrees 28 minutes 00 seconds East 1707.69 feet; thence NORTH 89 degrees 32 minutes 00 seconds WEST 550.00 feet; thence NORTH 00 degrees 28 minutes 00 seconds EAST 628.07 feet to the south right-of-way of the Monon Railroad; thence over and along the said south right-of-way the following, four (04) courses and distances;(1) NORTH 71 degrees 25 minutes 52 seconds WEST 81.68 feet: (2) NORTH 67 degrees 47 minutes 36 seconds WEST 200.00 feet: (3) NORTH 68 degrees 07 minutes 00 seconds WEST 200.00 feet: (4) NORTH 65 degrees 04 minutes 00 seconds WEST 3.00 feet; thence leaving said South right-of-way NORTH 89 degrees 08 minutes 48 seconds WEST 1658.15 feet to the west line of the northeast quarter of said Section 36: thence SOUTH 00 degrees 03 minutes 29 seconds WEST along said west line 837.76 feet to the southwest corner of the northeast quarter of Said Section 36; thence SOUTH 00 degrees 33 minutes 40 seconds WEST along the west line of the southeast quarter of said Section 36 a distance of 1549.12 feet to the point of beginning, Containing 136.909 acres, more or less.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL ESTATE AS SHOWN IN CORPORATE WARRANTY DEED RECORD 402 PAGE 238 RECORDED JULY 21, 1992.

A part of the Southeast Quarter and the Northeast Quarter of Section 36, Township 9 North, Range 2 West, Monroe County, Indiana, and being a part of the land of ABB Power T & D Company, Inc., (Deed Record 371, pages 251-253, Office of the Recorder), more particularly described as follows: Commencing at the Southwest Corner of the said Southeast Quarter; thence North 00 degrees 22 minutes 15 seconds East on and along the West line of the said Southeast Quarter a distance of 1,099.89 feet to the point of beginning, being the Southwest corner of the owner's land; thence continuing North 00 degrees 22 minutes 15 seconds East on and along the West line of the said Southeast Quarter, being the West line of the owner's land a distance of 1,545.11 feet to the Northwest Corner of the said Southeast Quarter; thence North 00 degrees 07 minutes 22 seconds West on and along the West line of the said Northeast Quarter, being the West line of the owner's land a distance of 841.77 feet to the Northwest corner of the owner's land; thence North 89 degrees 52 minutes 25 seconds East on and along the North line of the owner's land a distance of 40.00 feet; thence South 00 degrees 05 minutes 52 seconds East a distance of 887.12 feet; thence North 89 degrees 37 minutes 45 seconds West a distance of 5.00 feet; thence South 00 degrees 22 minutes 15 seconds West a distance of 1,500.11 feet to the South line of the owner's land; thence North 89 degrees 37 minutes 45 seconds West on and along the South line of the owner's land a distance of 35.00 feet to the point of beginning and containing 2.016 acres, more or less, of which 1.370 acres, more or less, is presently being used as public right-of-way.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL ESTATE IN SPECIAL CORPORATE WARRANTY DEED 453 PAGE 153 RECORDED DECEMBER 23, 1996.

A part of the East Half of Section 36, Township 9 North, Range 2 West, Monroe County, Indiana, more particularly described as follows: Commencing at the Northwest corner of the Southeast Quarter of said Section; thence South 00 degrees 25 minutes 16 seconds East along the West line of said Quarter Section 750.55 feet; thence leaving said West line North 89 degrees 10 minutes 04 seconds East 35.00 feet to the point of beginning; thence continuing North 89 degrees 10 minutes 04 seconds East 573.97 feet; thence North 00 degrees 01 minute 09 seconds West 190.42 feet; thence North 89 degrees 16 minutes 50 seconds East 498.89 feet; thence South 00 degrees 25 minutes 16 seconds East 570.32 feet; thence North 89 degrees 39 minutes 26 seconds East 278.91 feet; thence North 37 degrees 54 minutes 00 seconds East 206.27 feet; thence North 18 degrees 55 minutes 13 seconds East 187.38 feet; thence North 02 degrees 23 minutes 42 seconds East 234.85 feet; thence North 89 degrees 16 minutes 50 seconds East 32.00 feet; thence North 00 degrees 36 minutes 56 seconds West 577.06 feet; thence

North 89 degrees 26 minutes 53 seconds East 1038.87 feet to the East line of said Half Section; thence South 00 degrees 33 minutes 07 seconds East along said East line 1705.22 feet; thence North 89 degrees 45 minutes 56 seconds West 539.58 feet; thence North 00 degrees 49 minutes 45 seconds West 49.48 feet; thence North 89 degrees 38 minutes 34 seconds West 520.61 feet; thence North 00 degrees 38 minutes 36 seconds West 44.19 feet; thence North 89 degrees 43 minutes 37 seconds West 1566.86 feet to the East right-of-way line of Curry Pike, as described in Deed Record Book 402, page 238, in the office of the Recorder of Monroe County, Indiana; thence North 00 degrees 25 minutes 16 seconds West along said right-of-way line 800.16 feet to the point of beginning, containing 68.47 acres, more or less; EXCEPTING THEREFROM the following two tracts:

FIRST EXCEPTED TRACT: Commencing at the Southwesterlymost corner of the above described tract; thence South 89 degrees 43 minutes 37 seconds East 792.64 feet; thence North 00 degrees 16 minutes 23 seconds East 94.57 feet to the point of beginning; thence North 19 degrees 42 minutes 46 seconds East 187.66 feet; thence North 37 degrees 24 minutes 37 seconds East 134.21 feet; thence North 89 degrees 39 minutes 26 seconds East 372.85 feet; thence South 00 degrees 20 minutes 34 seconds East 39.67 feet; thence South 17 degrees 21 minutes 44 seconds West 188.75 feet; thence South 26 degrees 19 minutes 16 seconds West 75.56 feet; thence North 89 degrees 43 minutes 37 seconds West 428.09 feet to the point of beginning, containing in said exception 2.78 acres, more or less, in said exception.

SECOND EXCEPTED TRACT: A part of the East half of the Northeast quarter and part of the East half of the Southeast quarter Section 36, Township 9 North, Range 2 West, Monroe County, Indiana, more particularly described as follows: Commencing at the Northwest corner of the Southeast quarter of said section; thence South 00 degrees 25 minutes 16 seconds East along the West line of said quarter section 750.55 feet; thence leaving the West line of said quarter section North 89 degrees 10 minutes 04 seconds East 1617.30 feet to the point of beginning; thence continuing North 89 degrees 10 minutes 04 seconds East 4.96 feet; thence North 00 degrees 36 minutes 56 seconds West 765.40 feet; thence North 89 degrees 26 minutes 53 seconds East 1038.87 feet passing through the Southwest corner of a tract of land described in Deed Record Book 345, page 260 of the Monroe County Recorder's Office and to the Southeast corner of said tract, said point being a Northeast corner of a tract of land described in Deed Record Book 356, pages 385 and 386 of said Recorder's office and being on the East line of said section; thence along the East line and Southerly lines of said tract the following four (4) bearings and distances, 1) South 00 degrees 33 minutes 07 seconds East 1705.22 feet; 2) North 89 degrees 45 minutes 56 seconds West 539.58 feet; 3) North 00 degrees 49 minutes 45 seconds West 49.48 feet; 4) North 89 degrees 38 minutes 34 seconds West 503.28 feet; thence leaving said tract North 00 degrees 33 minutes 07 seconds West 874.92 feet and to the point of beginning, containing in all 40.00 acres, more or less, in said exception. Containing after said exceptions, 25.69 acres, more or less.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL ESTATE AS SHOWN ON SPECIAL CORPORATE WARRANTY DEED 453 PAGE 142 RECORDED DECEMBER 23, 1996.

A part of the East half of the Northeast quarter and part of the East half of the Southeast quarter Section 36, Township 9 North, Range 2 West, Monroe County, Indiana, more particularly described as follows: Commencing at the Northwest corner of the Southeast quarter of said section; thence South 00 degrees 25 minutes 16 seconds East along the West line of said quarter section 750.55 feet; thence leaving the West line of said quarter section North 89 degrees 10 minutes 04 seconds East 1617.30 feet to the point of beginning; thence continuing North 89 degrees 10 minutes 04 seconds East 4.96 feet; thence North 00 degrees 36 minutes 56 seconds West 765.40 feet; thence North 89 degrees 26 minutes 53 seconds East 1038.87 feet passing through the Southwest corner of a tract of land described in Deed Record Book 345, page 260 of the Monroe County Recorder's office and to the Southeast corner of said tract, said point being a Northeast corner of a tract of land described in Deed Record Book 356, pages 385 and 386 of said Recorder's office and being on the East line of said section; thence along the East line and Southerly lines of said tract the following four (4) bearings and distances, 1) South 00 degrees 33 minutes 07 seconds East 1705.22 feet; 2) North 89 degrees 45 minutes 56 seconds West 539.58 feet; 3) North 00 degrees 49 minutes 45 seconds West 49.48 feet; 4) North 89 degrees 38 minutes 34 seconds West 503.28 feet; thence leaving said tract North 00 degrees 33 minutes 07 seconds West 874.92 feet and to the point of beginning, containing in all 40.00 acres, more or less.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL ESTATE AS SHOWN IN CORPORATE WARRANTY DEED RECORDED AS INSTRUMENT 2001014003 AND RECORDED JULY 11, 2001.

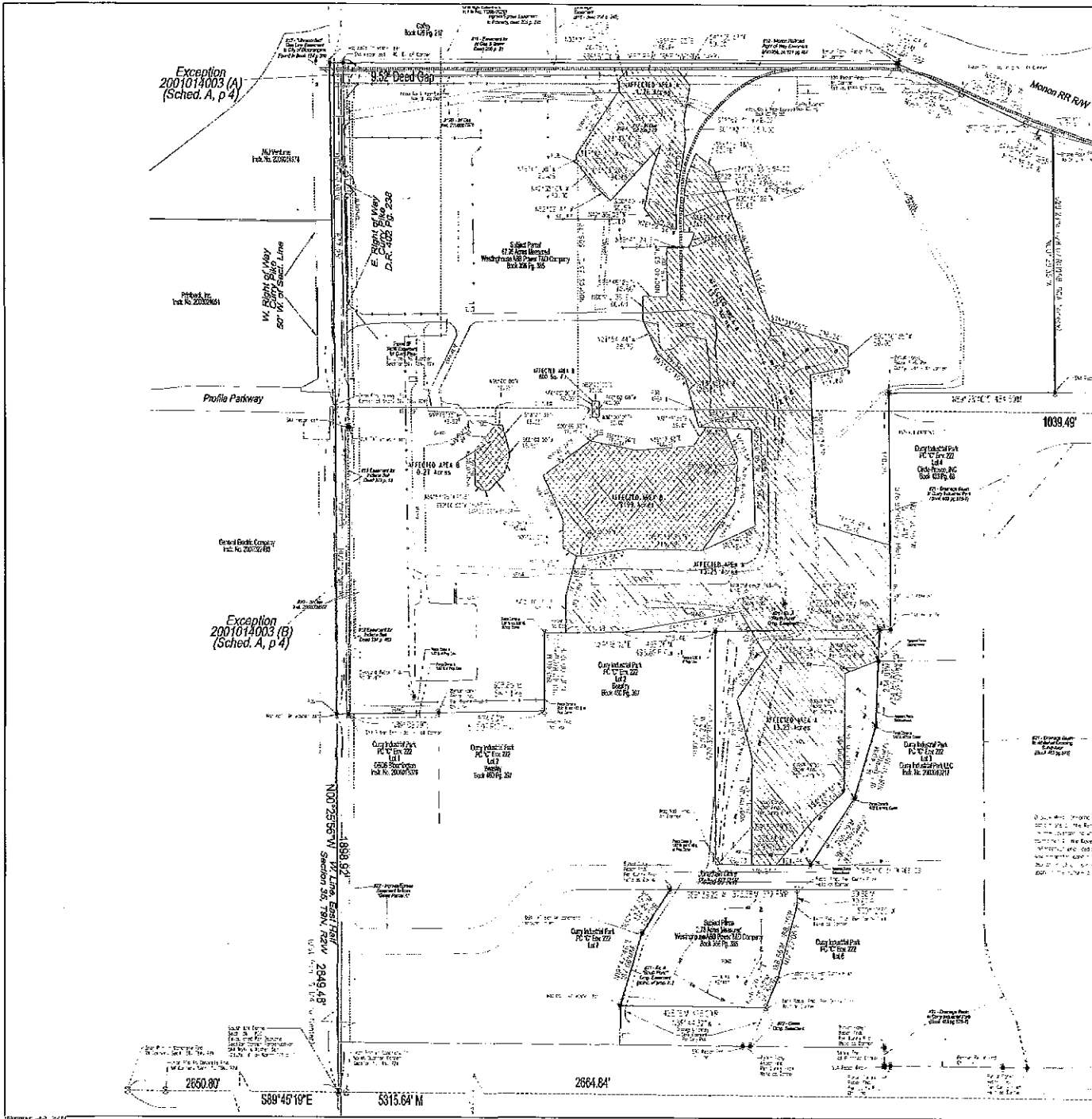
A part of the Northeast Quarter of Section 36, Township 9 North, Range 2 West, Monroe County, Indiana, and being a part of the land of or formerly owned by ABB Power T & D Company, Inc., (Deed Record 356, pages 385-387, Office of the Recorder) more particularly described as follows: Commencing at the southwest corner of said quarter section, thence North 0 degrees 09 minutes 53 seconds West (assumed bearing) 778.97 feet along the west line of said quarter section being the west line of the owner's land, to the point of beginning; thence continuing North 0 degrees 09 minutes 53 seconds West 56.55 feet along said west line to the northwest corner of the owner's land; thence South 89 degrees 28 minutes 26 seconds East 55.00 feet along the north line of the owner's land; thence South 0 degrees 09 minutes 53 seconds East 25.89 feet; thence South 26 degrees 24 minutes 01 second West 33.54 feet; thence South 89 degrees 50 minutes 07 seconds West 40.00 feet to the point of beginning and containing 0.066 acres, more or less. The portion of the above-described real estate which is not already embraced within public rights of way contains 0.014 acres, more or less.

ALSO, A part of the Southeast Quarter of Section 36, Township 9 North, Range 2 West, Monroe County, Indiana, and being a part of the land of or formerly owned by ABB Power T & D Company, Inc., (Deed Record 356, pages 385-387, Office of the Recorder) more particularly described as follows: Commencing at the southwest corner of said quarter section, thence North 0 degrees 14 minutes 02 seconds East (assumed bearing) 1900.77 feet along the west line of said quarter section to the prolonged north line of Curry Industrial Park Subdivision per Plat Book 356, Pages 385-386, Office of the Recorder; thence North 89 degrees 49 minutes 22 seconds East 35.00 feet along said prolonged line to the east boundary of Curry Pike per Deed Record 402, Pages 238-239, Office of the Recorder, and being the point of beginning of this description; thence North 0 degrees 13 minutes 36 seconds East 699.21 feet along said east boundary of Curry Pike to a corner of said boundary; thence South 89 degrees 40 minutes 03 seconds East 5.00 feet along said boundary to a corner of said boundary; thence South 0 degrees 19 minutes 57 seconds West 699.17 feet to the north line of said Curry Industrial Park Subdivision; thence South 89 degrees 49 minutes 22 seconds West 3.71 feet along said north line to the point of beginning and containing 0.070 acres, more or less.

COMPRISING IN TOTAL AFTER ALL EXCEPTIONS 69.06 ACRES ACCORDING TO THE RECORDS OF THE MONROE COUNTY AUDITOR.

EXHIBIT B

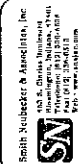
Property Map



SCALE: 1"=120'

LEGEND

1. This map shows the proposed subdivision of land into lots and blocks. The boundaries shown are based on the survey data and are subject to change if more data is available. The owner of the land is responsible for verifying the accuracy of the survey data.



FOR TITLE
ERC Exhibit B: Site Map
SECTION 36-T9N-R2W
MONROE COUNTY, IN

NO.	DATE	REVISIONS

APPROVED FOR SUBMITTAL

4653.B1

1 of 1

03/24/11

EASEMENTS

EXHIBIT C

Legal Descriptions of Affected Areas



Easement Area A (13.25-Acre)

A part of the East half of Section 36, Township 9 North, Range 2 West, Monroe County, Indiana, being more particularly described as follows;

Commencing at an Iron Pin in a Highway Box being the center of Section 36; thence along the South line of the Northeast Quarter of said Section 36, South 89 degrees 50 minutes 27 seconds East 1049.96 feet to the POINT OF BEGINNING of this description; thence leaving said South line, North 18 degrees 45 minutes 24 seconds West 80.54 feet; thence, North 53 degrees 01 minutes 10 seconds West 99.38 feet; thence North 27 degrees 54 minutes 44 seconds West 89.75 feet; thence North 00 degrees 10 minutes 35 seconds East 60.00 feet; thence South 89 degrees 49 minutes 25 seconds East 70.60 feet; thence North 00 degrees 40 minutes 53 seconds West 119.02 feet; thence North 89 degrees 41 minutes 24 seconds East 64.99 feet; thence North 23 degrees 18 minutes 36 seconds East 39.75 feet; thence North 86 degrees 40 minutes 03 seconds West 33.41 feet; thence North 00 degrees 40 minutes 28 seconds West 55.03 feet; thence North 06 degrees 00 minutes 41 seconds East 49.47 feet; thence North 12 degrees 28 minutes 49 seconds East 37.46 feet; thence North 26 degrees 22 minutes 04 seconds East 55.31 feet; thence South 56 degrees 19 minutes 16 seconds East 60.76 feet; thence South 27 degrees 26 minutes 38 seconds East 94.50 feet; thence South 22 degrees 48 minutes 42 seconds East 312.53 feet; thence South 75 degrees 03 minutes 05 seconds East 238.74 feet; thence South 00 degrees 10 minutes 35 seconds West 50.00 feet; thence South 79 degrees 52 minutes 18 seconds West 111.80 feet; thence South 02 degrees 49 minutes 34 seconds East 363.41 feet; thence South 76 degrees 14 minutes 48 seconds East 219.36 feet to the East line of Westinghouse ABB Power T&D Company, Book 356, Page 385, thence the following three (3) courses along said East line,

- 1.) South 00 degrees 36 minutes 56 seconds East 206.96 feet; thence
- 2.) South 89 degrees 08 minutes 59 seconds East 31.98 feet; thence
- 3.) South 02 degrees 27 minutes 24 seconds East 74.48 feet; thence leaving said east line, South 71 degrees 25 minutes 37 seconds West 100.58 feet; thence South 00 degrees 10 minutes 35 seconds West 290.00 feet; thence South 53 degrees 18 minutes 23 seconds West 100.00 feet; thence South 45 degrees 10 minutes 35 seconds West 168.38 feet to the North right-of-way of Jonathan Drive; thence along said right-of-way South 89 degrees 57 minutes 39 seconds West 70.94 feet; thence leaving said right-of-way, North 00 degrees 10 minutes 35 seconds East 259.33 feet; thence North 17 degrees 42 minutes 27 seconds West 152.13 feet; thence North 39 degrees 40 minutes 16 seconds East 136.35 feet; thence North 36 degrees 10 minutes 59 seconds West 134.94 feet; thence South 81 degrees 21 minutes 22 seconds West 349.77 feet to the South line of Westinghouse ABB Power T&D Company, Book 356, Page 385; thence along said South line, South 89 degrees 18 minutes 02 seconds West 164.39 feet; thence leaving said South line, North 00 degrees 10 minutes 35 seconds East 91.15 feet; thence North 17 degrees 59 minutes 20 seconds East 101.65 feet; thence South 90 degrees 00 minutes 00 seconds East 19.96

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feet; thence North 82 degrees 19 minutes 50 seconds East 130.17 feet; thence South 89 degrees 33 minutes 33 seconds East 219.59 feet; thence North 68 degrees 41 minutes 20 seconds East 167.02 feet; thence North 02 degrees 50 minutes 05 seconds West 236.30 feet; thence North 88 degrees 21 minutes 45 seconds West 155.04 feet; thence North 18 degrees 45 minutes 24 seconds West 80.54 feet to the POINT OF BEGINNING, containing 13.25 acres more or less.

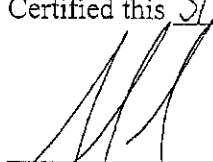
AND ALSO

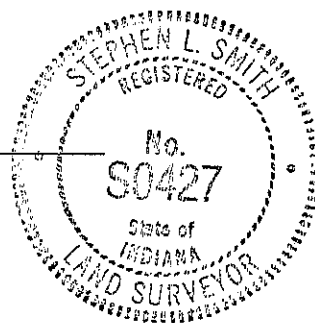
Easement Area A (1.76-Acre)

Commencing at an Iron Pin in a Highway Box being the center of Section 36; thence along the South line of the Northeast Quarter of said Section 36, South 89 degrees 50 minutes 27 seconds East 711.07 feet; thence leaving said South line, North 00 degrees 09 minutes 33 seconds East 595.70 feet to the POINT OF BEGINNING, thence North 16 degrees 01 minutes 09 seconds West 22.36 feet; thence North 38 degrees 53 minutes 06 seconds East 202.24 feet; thence North 02 degrees 24 minutes 57 seconds East 28.28 feet; thence North 47 degrees 24 minutes 57 seconds East 30.00 feet; thence North 89 degrees 41 minutes 22 seconds East 148.66 feet; thence South 42 degrees 35 minutes 03 seconds East 50.00 feet; thence South 11 degrees 52 minutes 41 seconds West 86.02 feet; thence South 05 degrees 42 minutes 51 seconds East 50.00 feet; thence South 11 degrees 07 minutes 50 seconds West 115.97 feet; thence South 06 degrees 00 minutes 41 seconds West 51.77 feet; thence South 00 degrees 40 minutes 28 seconds East 50.99 feet; thence North 76 degrees 04 minutes 54 seconds West 60.94 feet; thence North 42 degrees 35 minutes 03 seconds West 50.00 feet; thence North 13 degrees 23 minutes 20 seconds East 94.80 feet; thence North 23 degrees 43 minutes 41 seconds East 67.08 feet; thence South 47 degrees 24 minutes 57 seconds West 200.00 feet; thence North 52 degrees 02 minutes 47 seconds West 60.83 feet; thence North 42 degrees 35 minutes 03 seconds West 70.00 feet; thence North 16 degrees 01 minutes 09 seconds West 22.36 feet to the POINT OF BEGINNING, containing 1.76 acres more or less.

I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

Certified this 31st day of July 2011.


Stephen L. Smith
Registered Land Surveyor No. S0427
State of Indiana





Easement Area B

A part of the East half of Section 36, Township 9 North, Range 2 West, Monroe County, Indiana, being more particularly described as follows;

Affected Area B (0.27-Acre)

Commencing at an Iron Pin in a Highway Box being the center of Section 36; thence along the South line of the Northeast Quarter of said Section 36, South 89 degrees 50 minutes 27 seconds East 469.29 feet; thence leaving said South line, South 00 degrees 09 minutes 33 seconds West 42.52 feet to the POINT OF BEGINNING; thence North 90 degrees 00 minutes 00 seconds East 19.95 feet; thence South 18 degrees 27 minutes 39 seconds East 63.03 feet; thence South 00 degrees 00 minutes 00 seconds West 19.93 feet; thence South 18 degrees 33 minutes 05 seconds West 42.06 feet; thence South 49 degrees 23 minutes 26 seconds West 61.24 feet; thence South 90 degrees 00 minutes 00 seconds West 19.96 feet; thence North 56 degrees 53 minutes 25 seconds West 23.82 feet; thence North 00 degrees 00 minutes 00 seconds West 86.65 feet; thence North 45 degrees 03 minutes 18 seconds East 84.61 feet to the POINT OF BEGINNING of this description, containing in all 0.27 Acres, more or less.

AND ALSO

Affected Area B (800 Sq. Ft.)

Commencing at an Iron Pin in a Highway Box being the center of Section 36; thence along the South line of the Northeast Quarter of said Section 36, South 89 degrees 50 minutes 27 seconds East 752.62 feet to the POINT OF BEGINNING; thence North 00 degrees 00 minutes 00 seconds West 20.00 feet; thence North 90 degrees 00 minutes 00 seconds East 20.00 feet; thence South 00 degrees 00 minutes 00 seconds West 40.00 feet; thence North 90 degrees 00 minutes 00 seconds East 20.00 feet; thence North 00 degrees 00 minutes 00 seconds West 20.00 feet to the POINT OF BEGINNING, containing 800 square feet more or less.

AND ALSO

Affected Area B (2.99-Acre)

Commencing at an Iron Pin in a Highway Box being the center of Section 36; thence along the South line of the Northeast Quarter of said Section 36, South 89 degrees 50 minutes 27 seconds East 747.09 feet; thence leaving said South line, South 00 degrees 09 minutes 33 seconds West 78.72 feet to the POINT OF BEGINNING; thence South 80 degrees 31 minutes 50 seconds East 137.34 feet; thence North 86 degrees 13 minutes 42

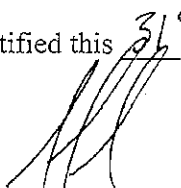
Smith Neubecker & Associates, Inc.



seconds East 166.15 feet; thence North 38 degrees 39 minutes 35 seconds East 59.01 feet; thence South 88 degrees 21 minutes 45 seconds East 55.92 feet; thence South 26 degrees 33 minutes 54 seconds East 83.27 feet; thence South 00 degrees 00 minutes 00 seconds East 20.00 feet; thence South 06 degrees 18 minutes 14 seconds West 88.34 feet; thence South 38 degrees 30 minutes 45 seconds West 149.11 feet; thence North 89 degrees 33 minutes 33 seconds West 219.59 feet; thence South 82 degrees 19 minutes 50 seconds West 130.17 feet; thence North 90 degrees 00 minutes 00 seconds West 19.96 feet; thence North 63 degrees 26 minutes 06 seconds West 44.62 feet; thence North 00 degrees 00 minutes 22 seconds West 69.53 feet; thence North 28 degrees 31 minutes 04 seconds West 122.05 feet; thence North 58 degrees 20 minutes 28 seconds East 162.15 feet to the POINT OF BEGINNING, containing 2.99 acres more or less.

I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

Certified this 31st day of July 2011.



Stephen L. Smith
Registered Land Surveyor No. S0427
State of Indiana

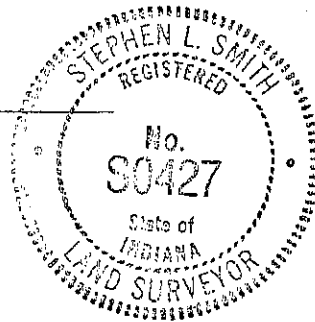


EXHIBIT D

List of Recorded Encumbrances

Interests in the Land Summary and Subordination Waiver Request Application
 ABB Inc. Bloomington, Indiana

Item	Land Records	Interest in the Land	Within the residual contamination area?	Does it impact the environmental restriction?	Subordination Obtained
1-9		N	N	N	N
10	Deed Record 127, Page 464	Y	N	N	N
11	Deed Record 137 page 285 and Deed Record 205, page 81	Y	Y	Y	Y
12	Deed Record 334 page 483	Y	N	N	N
13	Deed Record 379, page 14	Y	N	N	N
14	Instrument number 2002014426	Y	N	N	N
15	Deed Record 356, page 385	Y	N	N	N
16	Deed Record 205, page 245	Y	Y	N	N
17	Deed Record 205, page 72	Y	Y	Y	Y
18	Deed Record 205, page 77	Y	N	N	N
19	Instrument number 2006007076	Y	Y	N	N
20	Instrument number 2008008507	Y	N	N	N
21	Deed Record 463, page 571	Y	Y	Y	Y
22	Deed Record 453, page 142	Y	N	N	N
23	Deed Record 484, page 497	Y	N	N	N
24	Instrument 2006016539	N	N	N	N
25	Misc Record 145, page 69	N	N	N	N
26- 27	Taxes for 2009 and 2010	N	N	N	N

Interests in the Land Summary and Subordination Waiver Request Application
 ABB Inc. Bloomington, Indiana

Item	Description of Item	Rationale
1-9	Standard exceptions	These are standard exception in a title search. These items are not an interest in the land, and no subordination is required.
10	Easement in favor of Monon Railroad for right of way and incidental purposes.	As shown on the A-2 survey, the entire interest area is outside of the "residual contamination" areas and would not negatively affect the environmental restriction.
11	Easement in favor of Indiana Gas & Water Company	This gas line easement grants the right to install gas mains for the transportation and distribution of gas in, upon, along and over land. This item is an interest in land is within the "residual contamination" area and a subordination will be obtained.
12	Easement in favor of Indiana Bell Telephone Company	As shown on the A-2 survey, the entire interest area is outside of the "residual contamination" areas and would not negatively affect the environmental restriction.
13	Easement in favor of Indiana Bell Telephone Company	As shown on the A-2 survey, the entire interest area is outside of the "residual contamination" areas and would not negatively affect the environmental restriction.
14	Easement in favor of PSI Energy Inc.	As shown on the map recorded with the interest, the entire interest area is outside of the "residual contamination" areas and would not negatively affect the environmental restriction.
15	Unrecorded Gas Line Easement	As shown on the A-2 survey, the entire interest area is outside of the "residual contamination" areas and would not negatively affect the environmental restriction.
16	Easement for access and drainage	This interest is within the "residual contamination" areas but the easement only provides for ingress and egress, and a right to drain. None of the grants will have a negative impact on the environmental restriction.
17	Gas Line easement in favor of Indiana Gas Company	This gas line easement is within the "residual contamination" areas and a subordination will be obtained.
18	Gas Line easement in favor of Indiana Gas Company	As shown on the A-2 survey, the entire easement area is outside of the "residual contamination" areas and would not negatively affect the environmental restriction.
19	Gas Line easement in favor of Indiana Gas Company	This interest is within the "residual contamination" areas but is for ingress and egress and maintenance of above ground structures. While the interest involves fencing, this interest would not negatively affect the environmental restriction.
20	Gas Line easement in favor of Indiana Gas Company	As shown on the A-2 survey, the entire easement area is outside of the "residual contamination" areas and would not negatively affect the environmental restriction.
21	Drainage easement	Part of this drainage easement is within the "residual contamination" areas and a subordination will be obtained.
22	Easement for ingress and egress	As shown on the A-2 survey, the entire interest area is outside of the "residual contamination" areas and would not negatively affect the environmental restriction.
23	Easement for drainage	This interest is for drainage only and would not negatively affect the environmental restriction.
24	Affidavit of ownership	This is not an interest in land, but merely clarifies an error on the land records. No subordination is required.
25	Order from the Environmental Management Board of Indiana	This order is not an interest in land. No subordination is required.
26	Taxes for 2009 and 2010	Taxes are paid or not yet due or payable. No subordination is

After recording return to:

2012002015 EASE \$22.00
02/09/2012 12:09:55P 6 PGS
Jim Fielder
Monroe County Recorder IN
Recorded as Presented

SUBORDINATION OF EASEMENT

This Subordination of Easement is made as of this 24 day of May, 2011, by Curry Industrial Park LLC, with a place of business at 542 S. College Ave., Bloomington, Indiana 47403 ("Curry").

WHEREAS, ABB Inc. (the "Owner"), is the owner of real property and improvements situated at 300 North Curry Pike, Bloomington, Indiana, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Property");

WHEREAS, Curry holds an interest in the Property pursuant to a Grant of Easement for Drainage on ABB from ABB Power T&D Company, Inc. to Whitehall Crossing, LLC, SKG, LLC and Curry Industrial Park, LLC recorded September 30, 1997 in Deed Record 463 page 571 (the "Easement"); and

WHEREAS, in accordance with the Administrative Order of Consent between the Environmental Protection Agency and ABB Inc., Owner will record an environmental restriction (the "Environmental Restriction") simultaneously with this Subordination in the Monroe County Land Records.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the undersigned does covenant and declare as follows:

1. Curry hereby irrevocably subordinates the lien and operation of the Easement to the lien and operation of the Environmental Restriction.
2. This Agreement shall be binding upon Curry's successors and assigns.

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After recording return to:

2012002017 EASE \$22.00
02/09/2012 12:11:11P 6 PGS
Jim Fielder
Monroe County Recorder IN
Recorded as Presented

SUBORDINATION OF EASEMENT

This Subordination of Easement is made as of this 21 day of JULY, 2011, by Vectren Energy Delivery of Indiana, Inc., with a place of business at 101 North Main Street, Evansville, Indiana (“Vectren”).

WHEREAS, ABB Inc. (the “Owner”), is the owner of real property and improvements situated at 300 North Curry Pike, Bloomington, Indiana, as more particularly described in Exhibit A attached hereto and made a part hereof (the “Property”);

WHEREAS, Vectren holds an interest in the Property pursuant to: (i) an easement in favor of Indiana Gas & Water Company, Inc. for easement and incidental purposes recorded February 24, 1961 in Deed Record 137 page 285 as modified by the provisions of a document recorded July 20, 1971 in Deed Record 205 page 81, and (ii) an easement in favor of Indiana Gas Company, Inc. for installation of gas equipment and incidental purposes recorded July 20, 1971 Deed Record 205 Page 72 (collectively, the “Easement”);

WHEREAS, Indiana Gas Company, Inc. and Indiana Gas & Water Company, Inc. are predecessors in interest to Vectren; and

WHEREAS, in accordance with the Administrative Order of Consent between the Environmental Protection Agency and ABB Inc., Owner will record an environmental restriction (the “Environmental Restriction”) simultaneously with this Subordination in the Monroe County Land Records.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the undersigned does covenant and declare as follows:

1. Vectren hereby irrevocably subordinates the lien and operation of the Easement to the lien and operation of the Environmental Restriction.
2. This Agreement shall be binding upon Vectren’s successors and assigns.

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3/12/11

22
After recording return to:

2012002018 EASE \$22.00
02/09/2012 12:12:44P 6 PGS
Jim Fielder
Monroe County Recorder IN
Recorded as Presented

SUBORDINATION OF EASEMENT

This Subordination of Easement is made as of this 23 day of May, 2011, by SKG, LLC, with a place of business at 542 S. College Ave., Bloomington, Indiana 47403 ("SKG").

WHEREAS, ABB Inc. (the "Owner"), is the owner of real property and improvements situated at 300 North Curry Pike, Bloomington, Indiana, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Property");

WHEREAS, SKG holds an interest in the Property pursuant to a Grant of Easement for Drainage on ABB from ABB Power T&D Company, Inc. to Whitehall Crossing, LLC, SKG, LLC and Curry Industrial Park, LLC recorded September 30, 1997 in Deed Record 463 page 571 (the "Easement"); and

WHEREAS, in accordance with the Administrative Order of Consent between the Environmental Protection Agency and ABB Inc., Owner will record an environmental restriction (the "Environmental Restriction") simultaneously with this Subordination in the Monroe County Land Records.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the undersigned does covenant and declare as follows:

1. SKG hereby irrevocably subordinates the lien and operation of the Easement to the lien and operation of the Environmental Restriction.
2. This Agreement shall be binding upon SKG's successors and assigns.

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After recording return to:

2012002019 EASE \$22.00
02/09/2012 12:13:15P 6 PGS
Jim Fielder
Monroe County Recorder IN
Recorded as Presented

SUBORDINATION OF EASEMENT

This Subordination of Easement is made as of this 24 day of May, 2011, by Whitehall Crossing, LLC, with a place of business at 542 S. College Ave., Bloomington, Indiana 47403 ("**Whitehall**").

WHEREAS, ABB Inc. (the "**Owner**"), is the owner of real property and improvements situated at 300 North Curry Pike, Bloomington, Indiana, as more particularly described in Exhibit A attached hereto and made a part hereof (the "**Property**");

WHEREAS, Whitehall holds an interest in the Property pursuant to a Grant of Easement for Drainage on ABB from ABB Power T&D Company, Inc. to Whitehall Crossing, LLC, SKG, LLC and Curry Industrial Park, LLC recorded September 30, 1997 in Deed Record 463 page 571 (the "**Easement**"); and

WHEREAS, in accordance with the Administrative Order of Consent between the Environmental Protection Agency and ABB Inc., Owner will record an environmental restriction (the "**Environmental Restriction**") simultaneously with this Subordination in the Monroe County Land Records.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the undersigned does covenant and declare as follows:

1. Whitehall hereby irrevocably subordinates the lien and operation of the Easement to the lien and operation of the Environmental Restriction.
2. This Agreement shall be binding upon Whitehall's successors and assigns.

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