

**AFFIDAVIT FOR RECORDING OF
AN ENVIRONMENTAL RESTRICTIVE COVENANT**

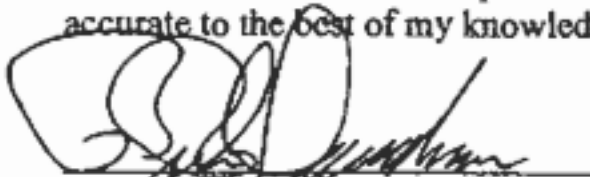
I, the undersigned, being of the age of majority and duly sworn upon my oath, have personal knowledge of the facts stated herein:

- the enclosed copy of the Environmental Restrictive Covenant ("ERC") and its Attachments were recorded in the Vanderburgh County Recorder's 2003 Book and were cross-referenced to Deed Record Number 00013939, which is the recorded deed that concerns the property subject to the land use requirements contained in the ERC; and
- the enclosed copy represents the ERC and its Attachments in their entirety as agreed to by the Indiana Department of Environmental Management and the property owner.

ERC County Recorder's Book and Page or Instrument Number: 2010 E 000 22 683

Number of Pages Recorded: 11

I swear or affirm under the penalties for perjury that the foregoing representations are true and accurate to the best of my knowledge and belief.


Signature of Property Owner

September 24, 2010
Date

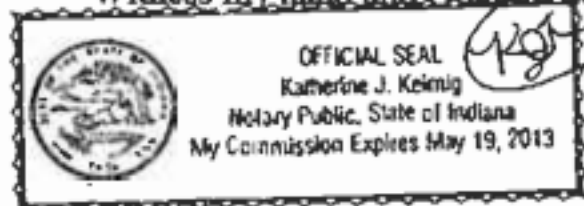
Brian R. Davidson
Print or type name

President
Position

STATE OF Indiana)
COUNTY OF Marion) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Brian R. Davidson who acknowledged the execution of the foregoing instrument for and on behalf of the Owner.

Witness my hand and Notarial Seal this 24th day of September, 2010.



Katherine J. Keimig
Katherine J. Keimig, Notary Public
Residing in Marion County, IN

My Commission Expires: May 19, 2013

RECEIVED

SEP 28 2010

DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT
OFFICE OF LAND QUALITY

RECEIVED

SEP 28 2010

DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT
OFFICE OF LAND QUALITY

RECORDER
VANDERBURGH COUNTY
BETTY KNIGHT SMITH

2003R00013939

03/28/2003 02:54PM

RECORDING FEE: \$18.00
PAGES: 3

WARRANTY DEED

THIS INDENTURE WITNESSETH, That EAGLES WAY, LLC, an Indiana limited liability company, with its principal office in Vanderburgh County, Indiana, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby CONVEYS and WARRANTS to HYDRASERVE, INC., a Georgia corporation, with its principal office in Vanderburgh County, Indiana, the following described real estate located in Vanderburgh County, Indiana:

Part of lot 33 and part of lot 35 in Richards Subdivision of Lots 10, 13, 14, 17, 19, 20, 21, 22 and 30 of Maxwells Plat of the South Half of Section 17 and the Southeast Quarter of the Southeast Quarter of Section 18 in Township 6 South, Range 10 West in the City of Evansville as per plat thereof recorded in Plat Book C, page 273 in the office of the Recorder of Vanderburgh County, Indiana, and being more particularly described by metes and bounds as follows:

Commencing at the centerline intersection of Maxwell Avenue with N. Bedford Ave., said point also being the southwest corner of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 17, Township 6 South, Range 10 West; thence along the centerline of N. Bedford Avenue, also being the west line of said quarter quarter quarter section, North 00 degrees 19 minutes 15 seconds East a distance of 20.01 feet to the southwest corner of Lot 35 in Richards Subdivision, said point also being on the north line of Maxwell Avenue as originally platted; thence along the south line of said Lot 35, North 88 degrees 35 minutes 39 seconds East a distance of 205.00 feet to the true point of beginning; thence North 00 degrees 19 minutes 15 seconds East, parallel with the west line of said Lot 35 a distance of 317.80 feet to the south line of Midwest Equipment Minor Subdivision as per plat thereof, recorded in Plat Book Q, page 119 in the Office of said Recorder of Vanderburgh County; thence along the south line thereof, North 88 degrees 37 minutes 00 seconds East a distance of 141.06 feet to the corner of a tract of land conveyed to Terre Haute Warehouses, Inc. per deed recorded in Deed Record 396, page 534 in the Office of said Recorder; thence along the south line thereof South 73 degrees 44 minutes 52 seconds East a distance of 300.88 feet; thence continue along said south line South 39 degrees 40 minutes 04 seconds East a distance of 38.47 feet to a point on the east line of said quarter quarter quarter section, a distance of 442.70 feet south of the northeast corner thereof; thence along the east line of said quarter quarter quarter section South 00 degrees 24 minutes 17 seconds West a distance of 196.23 feet to the south line of Lot 33 in said Richards Subdivision, also being the north line of Maxwell Avenue as originally platted; thence along the south line of said Lot 33 and south line of said Lot 35, South 88 degrees 35 minutes 39 seconds West a distance of 454.96 feet to the true point of beginning containing 2.96 acres more or less.

Subject to a 30 foot right-of-way for North Kentucky Avenue along the east side thereof.

Subject to easements, rights-of-way, building and use restrictions of record.

Subject to all building and use restrictions of record, and all existing easements, highways and rights-of-way.

Subject to prior reservations of record of coal and other mineral rights and interests by reservation in Warranty Deed dated March 15, 1898 and recorded March 15, 1898 in Deed Record 71, page 232, in the office of the Recorder of Vanderburgh County, Indiana; provided, however, Grantor conveys to the Grantee all of the Grantor's right, title and interest in and to such coal and other minerals.

Subject to prior reservations of rights in and to fissionable materials retained by the United States of America by Quit-Claim Deed dated August 30, 1949 and recorded August 31, 1949 in Deed Record 307, page 192, in the office of the Recorder of Vanderburgh County, Indiana.

Subject to real estate taxes for the year 2003, due and payable in the year 2004, and all subsequent taxes, which the Grantee herein assumes and agrees to pay.

The undersigned persons executing this Deed on behalf of the Grantor organization certify under oath that no Indiana Gross Income Tax is due or payable by reason of this conveyance.

The undersigned persons executing this Deed on behalf of Grantor organization represent and certify that they are the sole and only members of the Grantor organization and have been fully empowered by proper resolution of the Grantor organization to execute and deliver this Deed; that the Grantor organization has full legal capacity to convey the real estate hereby conveyed; and that all necessary action for the making of such conveyance by the Grantor organization has been taken and done.

IN WITNESS WHEREOF, the said EAGLES WAY, LLC, has caused this Deed to be executed in its name and on its behalf by its duly authorized members this 28th day of March, 2003.

EAGLES WAY, LLC, an Indiana limited liability company

DULY ENTERED FOR TAXATION SUBJECT
TO FINAL ACCEPTANCE FOR TRANSFER

MAR 28 2003

by W. John Wetzel
W. JOHN WETZEL, Member

by Susan H. Wetzel
SUSAN H. WETZEL, Member

2091
S. H. Wetzel
AUDITOR
STATE OF INDIANA)
COUNTY OF VANDERBURGH) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named W. JOHN WETZEL and SUSAN H. WETZEL, personally known to me to be the sole

and only members of Eagles Way, LLC, an Indiana limited liability company, who as such members acknowledged the execution of the foregoing Warranty Deed for and on behalf of the Grantor organization for the uses and purposes therein set forth.

WITNESS, my hand and Notarial Seal this 2nd day of March, 2003.

Thomas P. Norton
NOTARY PUBLIC, a resident of
Vanderburgh County, Indiana
Thomas P. Norton
PRINTED NAME

MY COMMISSION EXPIRES

This instrument was prepared by Thomas P. Norton, Attorney-at-Law, of the law firm of Mitchell & Norton, LLP, 19 N.W. Fourth Street, Suite 500, P.O. Box 3868, Evansville, Indiana 47737-3868.

Send tax duplicates to:

Hydraserve, Inc.
7615 W. New York St.
Indianapolis, IN
46214

Property Address:

924 Maxwell Avenue
Evansville, IN 47711

CERTIFICATE

STATE OF INDIANA
VANDERBURGH COUNTY

I, TULEY, Recorder of Vanderburgh County, Indiana, do hereby certify that the foregoing is a full true, correct and complete copy of an instrument as the same appears of record in my Office in _____ Volume No. _____ at page _____

Tuley
Recorder of Vanderburgh County, Indiana
By _____

* 2010R00022683 11 *
RECORDER
VANDERBURGH COUNTY
Z TULEY
2010R00022683
09/27/2010 09:15AM
RECORDING FEES: \$33.00
PAGES: 11

Environmental Restrictive Covenant

THIS COVENANT is made this 27th day of SEPTEMBER, 2010, by Hydraserve Properties, Inc., previously known as Hydraserve, Inc.

WHEREAS: "Owner" is the fee owner of certain real estate in the County of Vanderburgh, Indiana, which is located at 924 Maxwell Avenue, Evansville and more particularly described in the attached Exhibit "A" ("Real Estate"), which is hereby incorporated and made a part hereof. This Real Estate was acquired by deed on March 28, 2003, and recorded on March 28, 2003, as Deed Record 2003R00013939, in the Office of the Recorder of Vanderburgh County, Indiana. The Real Estate consists of approximately 2.96 acres and has also been identified by the county as parcel identification numbers 82-06-17-031-149.001-029, 82-06-17-031-149.002-029, 82-06-17-031-148.004-029, and 82-06-17-031-148.005-029. The Real Estate, to which the restrictions in this Covenant apply, is depicted on a map attached hereto as Exhibit "B".

WHEREAS: Corrective action was implemented in accordance with IC 13-23 and other applicable Indiana law as a result of a release of petroleum relating to the Hydraserve facility. The incident number assigned by the Indiana Department of Environmental Management ("Department" or "IDEM") for the release is 200708038.

WHEREAS: Certain contaminants of concern ("COCs") remain in the groundwater and soil of the Real Estate following completion of corrective action. The Department has determined that the COCs will not pose an unacceptable risk to human health at the remaining concentrations, provided that the land use restrictions contained herein are implemented to protect human health and the environment. The known COCs remaining are listed in Exhibit C, which is attached hereto and incorporated herein.

WHEREAS: Environmental investigation reports and other related documents are hereby incorporated by reference and may be examined at the offices of the Department, which is located in the Indiana Government Center North building at 100 N. Senate Avenue, Indianapolis, Indiana. The documents may also be viewed electronically in the Department's Virtual File Cabinet by accessing the Department's Web Site (currently www.in.gov/idem/).

NOW THEREFORE, Hydraserve Properties, Inc. subjects the Real Estate to the following restrictions and provisions, which shall be binding on the current Owner and all future Owners:

1. RESTRICTIONS

1. Restrictions. The Owner:

- (a) Shall not use or allow the use of the Real Estate 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 Real Estate for any purpose, including, but not limited to: human or animal consumption, gardening.

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SEP 28 2010

DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT
OFFICE OF LAND QUALITY

industrial processes, or agriculture, except that groundwater may be extracted in conjunction with environmental investigation and/or remediation activities.

- (c) Shall not use the Real Estate for any agricultural use.
- (d) Shall restore soil 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 or the environment. This determination shall be made using the Department's Risk Integrated System of Closure ("RISC") Technical Guidance Document. Upon the Department's request, the Owner shall provide the Department written evidence (including sampling data) showing the excavated and restored area, and any other area affected by the excavation, does not represent such a threat. 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 federal and state laws.

II. GENERAL PROVISIONS

2. Restrictions to Run with the Land. The restrictions and other requirements described in this Covenant shall run with the land and be binding upon, and inure to the benefit of the Owner of the Real Estate and the Owner's successors, assignees, heirs and lessees and their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control (hereinafter "Related Parties") and shall continue as a servitude running in perpetuity with the Real Estate. No transfer, mortgage, lease, license, easement, or other conveyance of any interest in or right to occupancy in all or any part of the Real Estate by any person shall affect the restrictions set forth herein. This Covenant is imposed upon the entire Real Estate unless expressly stated as applicable only to a specific portion thereof.
3. Binding upon Future Owners. By taking title to an interest in or occupancy of the Real Estate, any subsequent Owner or Related Party agrees to comply with all of the restrictions set forth in paragraph 1 above and with all other terms of this Covenant.
4. Access for Department. The Owner shall grant to the Department and its designated representatives the right to enter upon the Real Estate at reasonable times for the purpose of monitoring compliance with this Covenant and ensuring its protectiveness; this right includes the right to take samples and inspect records.
5. Written Notice of the Presence of Contamination. Owner agrees to include in any instrument conveying any interest in any portion of the Real Estate, including but not limited to deeds, leases and subleases (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances), the following notice provision (with blanks to be filled in):

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED 17 SEPTEMBER 2016, RECORDED IN THE OFFICE OF THE RECORDER OF VANDERBURGH COUNTY ON 17 SEPTEMBER, 2016, INSTRUMENT NUMBER (or other identifying reference) 1003E00013939 IN FAVOR OF AND ENFORCEABLE BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

6. Notice to Department of the Conveyance of Property. Owner agrees to provide notice to the Department of any conveyance (voluntary or involuntary) of any ownership interest in the Real Estate (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances). Owner must provide the Department with the notice within thirty (30) days of the conveyance and: (a) include a certified copy of the instrument conveying any interest in any portion of the Real Estate, and (b) if it has been recorded, its recording reference, and (c) the name and business address of the transferee.
7. Indiana Law. This Covenant shall be governed by, and shall be construed and enforced according to, the laws of the State of Indiana.

III. ENFORCEMENT

8. Enforcement. Pursuant to IC 13-14-2-6 and other applicable law, the Department may proceed in court by appropriate action to enforce this Covenant. Damages alone are insufficient to compensate IDEM if any owner of the Real Estate or its Related Parties breach this Covenant or otherwise default hereunder. As a result, if any owner of the Real Estate, or any owner's Related Parties, breach this Covenant or otherwise default hereunder, IDEM shall have the right to request specific performance and/or immediate injunctive relief to enforce this Covenant in addition to any other remedies it may have at law or at equity. Owner agrees that the provisions of this Covenant are enforceable and agrees not to challenge the provisions or the appropriate court's jurisdiction.

IV. TERM, MODIFICATION AND TERMINATION

9. Term. The restrictions shall apply until the Department determines that the contaminants of concern no longer present an unacceptable risk to the public health, safety, or welfare, or to the environment.
10. Modification and Termination. This Covenant shall not be amended, modified, or terminated without the Department's prior written approval. Within thirty (30) days of executing an amendment, modification, or termination of the Covenant, Owner shall record such amendment, modification, or termination with the Office of the Recorder of Vanderburgh County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department.

V. MISCELLANEOUS

11. Waiver. No failure on the part of the Department at any time to require performance by any person of any term of this Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's right to enforce such term, and no waiver on the part of the Department of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.
12. Conflict of and Compliance with Laws. If any provision of this Covenant is also the subject of any law or regulation established by any federal, state, or local government, the strictest standard or requirement shall apply. Compliance with this Covenant does not relieve the Owner of its obligation to comply with any other applicable laws.
13. Change in Law, Policy or Regulation. In no event shall this Covenant be rendered unenforceable if Indiana's laws, regulations, RISC guidelines, or remediation policies (including those concerning environmental restrictive covenants, or institutional or engineering controls) change as to form or content. All statutory references include any successor provisions.
14. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other pursuant to this Covenant shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Owner:
Mr. Brian Davidson
Hydraserve Properties, Inc.
7625 W. New York Street
Indianapolis, Indiana 46214

To Department:

IDEM, Office of Land Quality
100 N. Senate Avenue
IGCN 1101, MC 66-30
Indianapolis, IN 46204-2251
Attn: Section Chief, State Cleanup Program

An Owner may change its address or the individual to whose attention a notice is to be sent by giving written notice via certified mail.

15. Severability. If any portion of this Covenant or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions or terms of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

16. Authority to Execute and Record. The undersigned person executing this Covenant represents that he or she is the current fee Owner of the Real Estate or is the authorized representative of the Owner, and further represents and certifies that he or she is duly authorized and fully empowered to execute and record, or have recorded, this Covenant.

Owner hereby attests to the accuracy of the statements in this document and all attachments.

IN WITNESS WHEREOF, *Hydraserve Properties, Inc.*, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 23 day of September, 2010.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, as required by law.

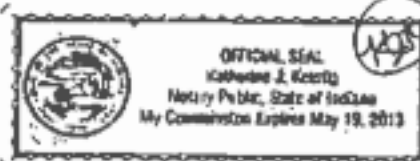


Mr. Brian Davidson, *Hydraserve Properties, Inc.*

STATE OF Indiana
COUNTY OF Marion) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Brian Davidson, the Representative of the Owner, Hydraserve Properties, Inc. who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 23rd day of September, 2010.



Katherine J. Keinig
Katherine J. Keinig, Notary Public

Residing in Marion County, Indiana

My Commission Expires: May 19, 2013

This instrument prepared by:
Dennis D. Livingston, LPG, Astbury Environmental Engineering, Inc. 5757 West 74th Street,
Indianapolis, Indiana 46278

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law:
Dennis D. Livingston, LPG, Astbury Environmental Engineering, Inc. 5757 West 74th Street, Indianapolis, Indiana 46278

EXHIBIT A
LEGAL DESCRIPTION OF REAL ESTATE

Boundary Description

Part of lot 33 and part of lot 35 in Richards Subdivision of Lots 10, 13, 14, 17, 19, 20, 21, 22 and 30 of Maxwell's Plat of the South Half of Section 17 and the Southeast Quarter of the Southeast Quarter of Section 18 in Township 8 South, Range 10 West in the City of Evansville as per plat thereof recorded in Plat Book C, page 273 in the office of the Recorder of Vanderburgh County, Indiana, and being more particularly described by metes and bounds as follows:

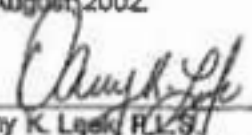
Commencing at the centerline intersection of Maxwell Avenue with N. Bedford Ave., said point also being the southwest corner of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 17, Township 8 South, Range 10 West; thence along the centerline of N. Bedford Avenue, also being the west line of said quarter quarter section, North 00 degrees 19 minutes 15 seconds East a distance of 20.01 feet to the southwest corner of Lot 35 in Richards Subdivision, said point also being on the north line of Maxwell Avenue as originally platted; thence along the south line of said Lot 35, North 88 degrees 35 minutes 39 seconds East a distance of 205.00 feet to the true point of beginning; thence North 00 degrees 19 minutes 15 seconds East, parallel with the west line of said Lot 35 a distance of 317.80 feet to the south line of Midwest Equipment Minor Subdivision as per plat thereof, recorded in Plat Book Q, page 119 in the Office of said Recorder of Vanderburgh County; thence along the south line thereof, North 88 degrees 37 minutes 00 seconds East a distance of 141.06 feet to the corner of a tract of land conveyed to Terre Haute Warehouses, Inc. per deed recorded in Deed Record 398, page 534 in the Office of said Recorder; thence along the south line thereof South 73 degrees 44 minutes 52 seconds East a distance of 300.88 feet; thence continue along said south line South 39 degrees 40 minutes 04 seconds East a distance of 38.47 feet to a point on the east line of said quarter quarter section, a distance of 442.70 feet south of the northeast corner thereof; thence along the east line of said quarter quarter section South 00 degrees 24 minutes 17 seconds West a distance of 195.23 feet to the south line of Lot 33 in said Richards Subdivision, also being the north line of Maxwell Avenue as originally platted; thence along the south line of said Lot 33 and south line of said Lot 35, South 88 degrees 35 minutes 39 seconds West a distance of 454.96 feet to the true point of beginning containing 2.96 acres more or less.

Subject to a 30 foot right-of-way for North Kentucky Avenue along the east side thereof.

Subject to easements, rights-of-way, building and use restrictions of record.

WITNESS my hand and seal this 29th day of August 2002.





Danny K. Leek, R.L.S.
Indiana Registration No. S0480
Morley and Associates, Inc.
600 S. E. Sixth Street
Evansville, IN 47713-1222
(812) 464-9586

EXHIBIT B

MAP DEPICTING THE LOCATION OF THE CHEMICALS OF CONCERN

7

EXHIBIT C

LIST OF CHEMICALS OF CONCERN AND CONCENTRATION LEVELS/DETECTED PARAMETERS

Table 1: Soil Analytical Results Above IDEM RISC RDCLs						
Sample ID	Date	Benzene (ppb)	1,2,4-Trimethyl benzene (ppb)	1,3,5-Trimethyl benzene (ppb)	Naphthalene (ppb)	TPH (ppm)
MW-2 (2-4')	06/12/2007	<120	38,200	11,600	3,640	273
MW-2 (6-9')	06/12/2007	99.7	4,080	1,470	2,110	66.3
SB-3 (4-6')	06/12/2007	87.9	29.9	<114	1,490	332
SB-4 (4-6')	06/12/2007	52.2	<143	<143	2,290	348
IDEM RISC RDCL		34	2,500	610	700	120
IDEM = Indiana Department of Environmental Management RISC = Risk Integrated System of Closure RDCLs = Residential Default Closure Levels ppb = parts per billion ppm = parts per million						

Table 1: Groundwater Analytical Results Above IDEM RISC RDCLs			
Sample ID	Date	Benzene (ppb)	TPH DRO (ppm)
MW-6	03/29/2010	5.6	0.27
MW-7	03/29/2010	11	0.28
MW-8	03/29/2010	12	0.073
IDEM RISC RDCL		5.0	0.26
IDEM = Indiana Department of Environmental Management RISC = Risk Integrated System of Closure RDCLs = Residential Default Closure Levels ppb = parts per billion ppm = parts per million			

CERTIFICATE
 STATE OF INDIANA
 VANDERBURGH COUNTY
 I, J. L. JULEY, Recorder of Vanderburgh County, Indiana, do hereby certify that the foregoing is a full, true, correct and complete copy of an instrument as the same appears of record in my Office in _____
 Volume No. _____ of page _____

 Recorder of Vanderburgh County, Indiana
 J. L. Juley