

pg 28

2022R-007235  
PAT BROOKS  
WARRICK COUNTY RECORDER  
RECORDED AS PRESENTED ON  
07/27/2022 11:19 AM  
REC FEE: 25.00  
PAGES: 28



### Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 18<sup>th</sup> day of July, 2022, by Southern Indiana Gas & Electric Company, dba CenterPoint Energy Indiana South (hereinafter SIGECO), 211 NW Riverside Drive, P.O. Box 209, Evansville, Indiana 47708 (together with all successors and assignees, collectively "Owner"). SIGECO executes and records the following restrictions and provisions for the purpose of complying with and satisfying certain closure requirements contained in the federal Standards for the Disposal of Coal Combustion Residuals in Landfills and Surface Impoundments specifically set forth at Title 40 Code of Federal Regulations ("C.F.R.") § 257.102(i) and in Title 329, Article 10 of the Indiana Administrative Code ("IAC"), specifically set forth at 329 IAC 10-30-7(a)(2).

WHEREAS: Owner is the fee owner of certain real estate in the County of Warrick, Indiana, which is located at F.B. Culley Generating Station, State Road 66, Newburgh, IN 47630 and more particularly described in the attached Exhibit "A" ("Real Estate"), which is hereby incorporated and made a part hereof. The Real Estate was acquired by deed on March 17, 1951 (Schultz), June 29, 1951 (Collins), and July 2, 1951 (Collins), and recorded on March 19, 1951 (Schultz) and July 7, 1951 (Collins, both parcels), as Deed Record 104 / pages 121, 480, and 481, respectively, in the Office of the Recorder of Warrick County, Indiana. The Real Estate consists of approximately 185.295 acres and has also been identified by the county as parcel identification number 87-16-17-200-001.000-001. The Real Estate, to which the restrictions in this Covenant apply, is depicted on a map attached hereto as Exhibit "B". A "Restricted Area" to which additional restrictions apply is depicted on a map attached hereto as Exhibit "C".

WHEREAS: The Real Estate is subject to the surface impoundment closure and post-closure plan approved by the Indiana Department of Environmental Management ("IDEM" or "Department") under 329 IAC 10-9-1(c), which incorporates portions of 40 C.F.R. Part 257, Subpart D (CCR Rule). The December 20, 2019 Approval of Closure/Post-Closure Plan ("Approval") can be found at document number 82883920. A portion of the Real Estate has been used as a CCR Unit, as defined by 40 C.F.R. § 257.53, and its use is restricted by the post-closure care requirements as provided by 40 C.F.R. § 257.104(d)(1)(iii) and the terms of the Approval. The Approval and regulations at 329 IAC 10 and 40 C.F.R. 257, Subpart D, as incorporated at 329 IAC 10-9-1(c), provide that CCR material will remain on the Real Estate and require land use restrictions that must be maintained to ensure the protection of public health, safety, or welfare, and the environment. The solid waste program identification number assigned by IDEM for the CCR Unit is 87-UP-14 and the agency interest ID is 11786.

WHEREAS: A portion of the Real Estate was utilized as a disposal area for coal combustion residuals ("CCR"), depicted in Exhibit "C" and Exhibit "D", and identified as the (Former) West Ash Pond ("WAP" or "Restricted Area"). The WAP has been closed pursuant to 40 C.F.R. § 257.101 and 329 IAC 10-30 and the Closure Plan and Post-Closure Plan dated April 16, 2018 (VFC #82533838), and additional information dated April 22, 2019 (VFC #82758927, 82758924, 82759126), June 7, 2019 (VFC #82792586), and July 24, 2019 (VFC #82814249) that was

DocId:8334722  
Tx:4227927

approved by IDEM in 2019 (VFC #82883920). The WAP covers approximately 30.344 acres. The plot plans depicting the waste materials location, CCR material depth and surface contours at intervals of two (2) feet, indicating surface water run-off directions, surface water diversion structures, and final grade contours are contained in Exhibit "C" and Exhibit "D", which are hereby incorporated and made a part hereof. The approximate depth of CCR material within the unit ranges from 0 to 78.38 feet. Any future deed of the Real Estate shall reflect that a portion of the Real Estate has been used as a CCR Unit, as defined in 40 C.F.R. § 257.53.

WHEREAS: Environmental investigation reports, the Closure Plan and Post-Closure Plan, IDEM's Approval 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/](http://www.in.gov/idem/)). The Real Estate is also depicted as a polygon on IDEM's GIS webviewer (currently <https://on.in.gov/ideminteractivemap>).

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

#### I. 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 childcare 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, 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 neither engage in nor allow excavation of soil in the area identified via legal survey as the "Restricted Area" depicted in Exhibits "C", "D", and "E" unless otherwise approved by the Department.
- (e) Shall operate and maintain the final cover, depicted in Exhibit "C", so as to protect its functional integrity in accordance with Closure and Post-Closure Plan - West Ash Pond described in VFC #82883920 and all subsequent IDEM approved revisions.
- (f) Shall prohibit any activity at the Real Estate that may interfere with the groundwater monitoring or well network.
- (g) Shall have no construction, installation of groundwater wells, pipes, conduits, or septic system, or any other excavation will be done on the Real Estate without approval from the IDEM Commissioner, pursuant to 329 IAC 10-30-7.



## 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 \_\_\_\_\_ 20\_\_, RECORDED IN THE OFFICE OF THE RECORDER OF WARRICK COUNTY ON \_\_\_\_\_, 20\_\_, INSTRUMENT NUMBER (or other identifying reference) \_\_\_\_\_ 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 Choose an item. County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department. In accordance with 329 IAC 1-2-7 and IC 13-14-2-9(d), the applicant shall reimburse the department for the administrative and personnel expense incurred by the department in evaluating a proposed modification or termination of a restrictive covenant under this rule.

#### 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. The parties intend that this Covenant shall not be rendered unenforceable if Indiana's laws, regulations, guidance, or remediation policies (including those concerning environmental restrictive covenants, or institutional or engineering controls) change as to form or content. If necessary to enforce this Covenant, the parties agree to amend this Covenant to conform to any such change. 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:  
SIGECO  
211 NW Riverside Drive, P.O. Box 209  
Evansville, IN 47708

To Department:  
IDEM, Office of Land Quality  
100 N. Senate Avenue  
IGCN 1101  
Indianapolis, IN 46204-2251  
Attn: Institutional Control Group

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.

This instrument prepared by:  
AL TOM, Frank Farrell  
2449 South Tully Ave  
Indianapolis, IN 46241

I, Tom, as the preparer for parties, state I have taken reasonable care to reflect each Social Security number in this document and is required by law:

AL TOM, Frank Farrell  
2449 South Tully Ave  
Indianapolis, IN 46241

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

IN WITNESS WHEREOF, **SIGECO** the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 18<sup>th</sup> day of July, 2022.

Wayne Games

Southern Indiana Gas and Electric Company, Wayne Games, Vice President Power Supply

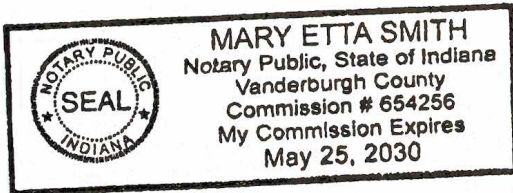
Wayne Games

Wayne Games, Vice President Power Supply

STATE OF Indiana )  
 ) SS:  
COUNTY OF Vanderburgh

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Wayne Games the Vice-President, Power Generation of the Owner, Southern Indiana Gas and Electric Company, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 18<sup>th</sup> day of July, 2022.



Mary Etta Smith

\_\_\_\_\_, Notary Public

Residing in the Indiana County, Vanderburgh

My Commission Expires:

This instrument prepared by:  
AECOM, Sarah Farrell  
2450 South Tibbs Ave.  
Indianapolis, IN 46241

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:  
AECOM, Sarah Farrell  
2450 South Tibbs Ave.  
Indianapolis, IN 46241

**EXHIBIT A**

**MAP AND LEGAL DESCRIPTION OF REAL ESTATE**

EXHIBIT A

Handwritten notes and a small diagram in the top left corner, possibly indicating a specific area or boundary.





THREE DESIGN

NO.	DATE	BY	REVISION
0	4/07/21	MNS	ISSUED FOR REVIEW

**SIGECO RETRACEMENT SURVEY**  
**CENTERPOINT ENERGY INDIANA SOUTH**  
**WARRICK COUNTY, INDIANA**

Retracement Survey  
 Warrick County, IN

DRAWN BY: [Redacted]  
 CHECKED BY: [Redacted]  
 SCALE: 1" = 300'  
 SHEET NO: C1  
 OF 1



**Surveyor's Report**

Surveyor:  
 William K. Greenstreich, P.L.S.  
 License No. 121717  
 wgreenstreich@three-design.com

**OBJECTIVE** The purpose of this survey was to retrace the boundary of a portion of the Centerpoint Energy site located in Warrick County, Indiana. The survey was conducted on the basis of the following information:

- 1. The original plat for the subdivision, recorded in the Public Records Office of Warrick County, Indiana, under Plat No. 15-4-2716, dated 11/14/2016.
- 2. The original plat for the subdivision, recorded in the Public Records Office of Warrick County, Indiana, under Plat No. 15-4-2716, dated 11/14/2016.
- 3. The original plat for the subdivision, recorded in the Public Records Office of Warrick County, Indiana, under Plat No. 15-4-2716, dated 11/14/2016.

**THEORY OF SURVEYING** The theory of surveying is the science of measuring the earth's surface. It is based on the principles of geometry and trigonometry. The survey was conducted using a total station and a GPS receiver. The survey was conducted on the basis of the following information:

- 1. The original plat for the subdivision, recorded in the Public Records Office of Warrick County, Indiana, under Plat No. 15-4-2716, dated 11/14/2016.
- 2. The original plat for the subdivision, recorded in the Public Records Office of Warrick County, Indiana, under Plat No. 15-4-2716, dated 11/14/2016.
- 3. The original plat for the subdivision, recorded in the Public Records Office of Warrick County, Indiana, under Plat No. 15-4-2716, dated 11/14/2016.

**Surveyor's Certificate**

I, the undersigned, William K. Greenstreich, P.L.S., do hereby certify that the foregoing is a true and correct copy of the original survey as conducted by me or under my direct supervision and that the same is a true and correct copy of the original survey as conducted by me or under my direct supervision.

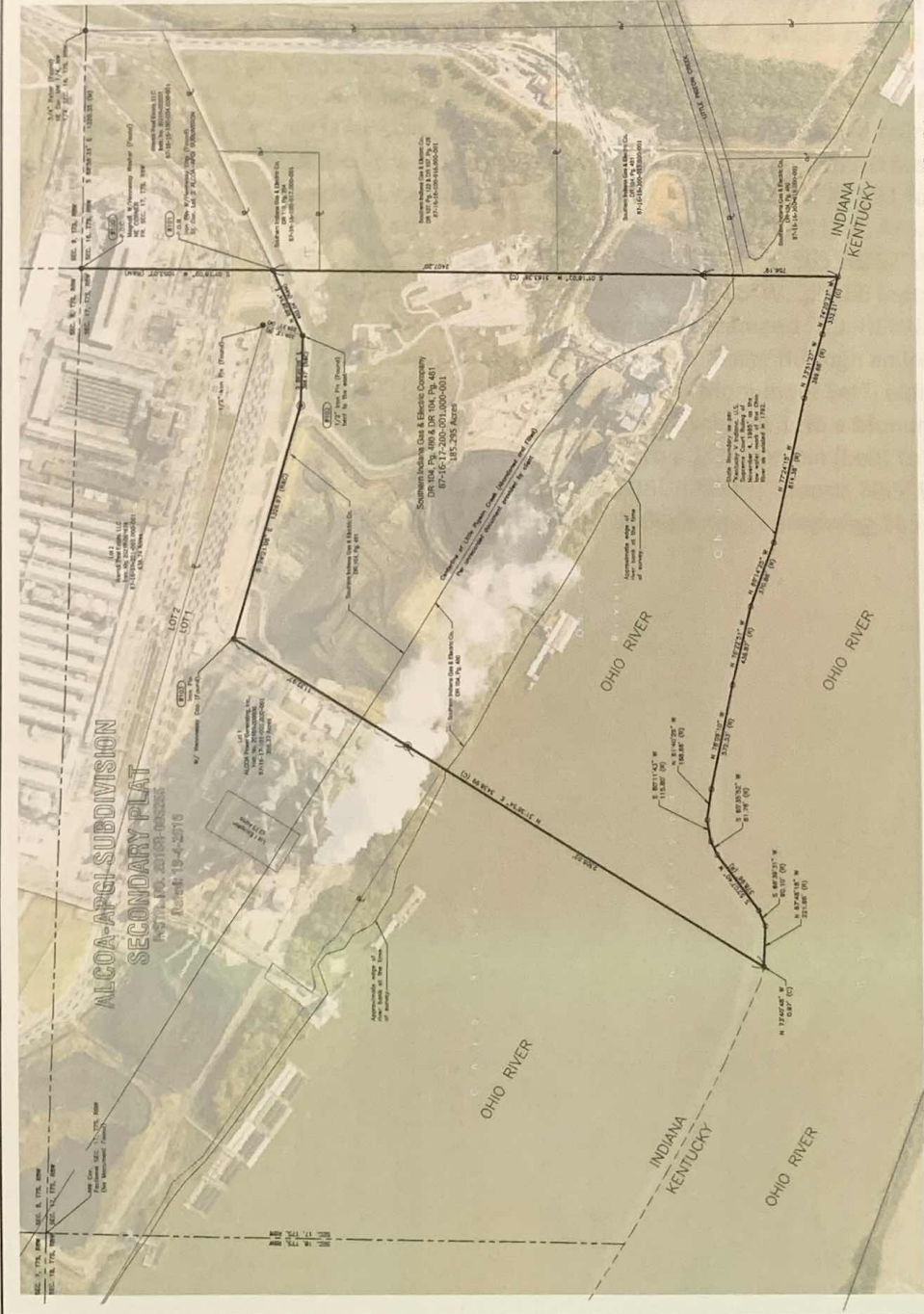
WARRICK COUNTY, INDIANA  
 APR 08, 2021

WARRICK COUNTY, INDIANA  
 APR 08, 2021

WARRICK COUNTY, INDIANA  
 APR 08, 2021

WARRICK COUNTY, INDIANA  
 APR 08, 2021

EXHIBIT A



**Record Description (DR 104, Pg. 480)**

All that part of Fractional Section (Sewer) 171, Township (Sewer) 17 North, Range (Sewer) 13 West, Range South of the eastern line of Figure (Sewer) 101, containing (Sewer) 171 acres, more or less.

**Record Description (DR 104, Pg. 481)**

All that part of Fractional Section (Sewer) 171, Township (Sewer) 17 North, Range (Sewer) 13 West, Range South of the eastern line of Figure (Sewer) 101, containing (Sewer) 171 acres, more or less.

**General Notes**

- The survey incorporates within the associated Surveyor's Report.
- Survey is made to the statements of fact which may be found in the Public Records Office of Warrick County, Indiana. The deeds, statements and other documents were obtained from government offices of Warrick County, Indiana.
- A 180 Degree Retracement Survey DOES NOT ESTABLISH LAND OWNERSHIP AND A PROFESSIONAL LAND SURVEYOR'S REPORT DOES NOT ESTABLISH LAND OWNERSHIP. LAND OWNERSHIP IS ESTABLISHED BY DEEDS AND OTHER DOCUMENTS. A SURVEYOR'S REPORT IS A STATEMENT OF FACTS AND IS NOT A GUARANTEE OF TITLE. LAND SURVEYORS ARE NOT TO BE HELD RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN DEEDS AND OTHER DOCUMENTS. LAND SURVEYORS ARE NOT TO BE HELD RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN DEEDS AND OTHER DOCUMENTS.

**LEGEND**

- MONUMENT FOUND
- NO MONUMENT FOUND
- RAILROAD SPUR WITH FENCE SET
- PROPERTY CORNER
- NO MONUMENT SET
- RECORDED DIMENSION
- CALCULATED DIMENSION
- MEASURED DIMENSION
- LOT LINE
- ADJOINER PROPERTY LINE
- SECTION LINES
- POINT OF COMMENTARY
- P.O.C.
- POINT OF BEGINNING

**GRAPHIC SCALE**

1" = 300'

BASE OF BEARINGS: NORTH AMERICAN DATUM 1983

Exhibit A:

EXHIBIT B

DEED RECORDS OF REAL ESTATE

Part of Fractional Section 17, Township 7 South, Range 8 West of the Second Principal Meridian, Warrick County, Indiana, more particularly described as follows:

Commencing at a MAGNAIL with washer stamped "HENNESSY LS20200026" at the Northeast corner of said Section 17; Thence, S01°18'02"W, 1053.07 feet, along the East line of said Section 17, to the Southeast corner of Lot 2 of ALCOA-APGI SUBDIVISION SECONDARY PLAT as recorded in Instrument No. 2016R-009255 in the Office of the Recorder of Warrick County, Indiana and the Point of Beginning; Thence, S01°18'02"W, 3163.39 feet, along the East line of said Section 17, to a point on the Low Water Mark of the Ohio River and the Boundary Line between Indiana and Kentucky, as per "Kentucky V Indiana, Supreme Court Decision of November 4, 1985", passing through a railroad spike with punch along said line at a point on the North side of Little Pigeon Creek at 2407.20 feet; Thence, along said Indiana/Kentucky Boundary Line the following 13 calls: N74°20'27"W, 332.21 feet; N73°51'27"W, 369.68 feet; N77°24'15"W, 814.36 feet; N69°14'25"W, 370.86 feet; N76°22'51"W, 436.87 feet; N78°09'10"W, 572.33 feet; N81°40'29"W, 168.66 feet; S80°11'43"W, 115.80 feet; S65°35'52"W, 81.76 feet; S53°07'40"W, 378.96 feet; S66°39'31"W, 90.10 feet; N87°48'18"W, 221.66 feet; N73°40'48"W, 0.97 feet; Thence, N31°38'54"E, 3438.99 feet, to an iron pin with cap stamped "K.J. HENNESSY LS20200026" at an interior corner of Lot 1 of said ALCOA-APGI SUBDIVISION, passing through an iron pin with cap stamped "GRIEPENSTROH LS21300013" (hereafter referred to as a "Monument Set") along said line at 2306.02 feet; Thence, S74°21'06"E, 1326.97 feet, along the line of said Lot 1, to a Monument Set; Thence, S88°20'06"E, 388.47 feet, along the line of said Lot 1, to a 1/2" iron pin (bent to the East), at the Southern most corner of Lot 2 of said ALCOA-APGI SUBDIVISION; Thence, N65°38'54"E, 402.04 feet, along the Southeast line of said Lot 2, to the Point Of Beginning, containing 185.295 acres, more or less.

EXHIBIT B

DEED RECORDS OF REAL ESTATE

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO, CALIFORNIA, APPROVED AND PASSED AT A REGULAR MEETING OF THE BOARD HELD AT THE COUNTY COURTHOUSE, SAN DIEGO, CALIFORNIA, ON THE 15TH DAY OF JULY, 1970.

WHEREAS, the Board of Supervisors has received a request from the San Diego County Board of Education for the purchase of certain real property located in the County of San Diego, California, and

IN WITNESS WHEREOF, the Board of Supervisors has caused this Resolution to be signed by its members and the County Seal to be hereunto affixed, this 15th day of July, 1970.



Reception No. 17270

Recorded this 7 day of July A.D. 1951, 11:00'clock A.M.

Perry Paul Wise Recorder

QUIT-CLAIM DEED

This Indenture Witnesseth

That HUGH ROGER COLLINS, unmarried,

of Warrick County, and State of Indiana

RELEASES AND QUIT-CLAIMS

To SOUTHERN INDIANA GAS AND ELECTRIC COMPANY, an Indiana corporation,

with its principal office and place of business in the City of Evansville,

of Vanderburgh County, in the State of Indiana for the sum of

ONE and No/100 Dollars

the following described REAL ESTATE in Warrick County, in the

State of Indiana, to-wit:

All that part of Fractional Section Seventeen (17), Township Seven (7) South, Range Eight (8) West, lying South of the center line of Pigeon Creek, containing fifty-five (55) acres, more or less; and

All that part of the South Half of Section Sixteen (16), Township Seven (7) South, Range Eight (8) West, lying between Pigeon Creek and the Ohio River and more particularly described as follows, to-wit: Beginning at the point where Pigeon Creek intersects the West boundary line of said Section Sixteen (16), thence South along the West boundary line of said Section Sixteen (16) to the Ohio River, thence up said river in a Southeasterly direction to a point on said river where a North-South line running parallel with and six hundred sixty (660) feet East of the West line of said Section Sixteen (16) intersects the Ohio River, thence North along said line which lies six hundred sixty (660) feet East of and parallel with the West boundary line of said Section Sixteen (16) to Pigeon Creek, thence in a Westerly direction along the meanderings of Pigeon Creek to the point of beginning.

IN WITNESS WHEREOF, The said HUGH ROGER COLLINS, unmarried,

Has hereunto set his hand and seal this 2nd day of July 1951.

Signatures and seals of Hugh Roger Collins and witnesses.

STATE OF INDIANA, OHIO, HAMILTON County, ss.

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named HUGH ROGER COLLINS, unmarried,

who acknowledged the execution of the foregoing Deed to be his voluntary act and deed.

WITNESS my hand and Notarial Seal this 2nd day of July 1951. Notary Public

My commission expires Mar 4 1952



12270

# Quit-Claim Deed

FROM  
HUGH ROGER GOLLINS,  
Hereinafter

TO

SOUTHERN INDIANA GAS  
AND ELECTRIC COMPANY

Received for Record

THIS 7 DAY OF July  
A.D. 1957 AT 11:10 O'CLOCK A.M.

AND RECORDED IN RECORD 108

PAGES 480

Deputy Recorder  
OF Harrison COUNTY

RECORDER'S FEE \$ 1.00

Duly Entered for Taxation

July 7 1957  
Notary Public  
Harrison County, Indiana

TRANSFER FEES \$ 1.10

BOONVILLE TITLE CO.  
INC.

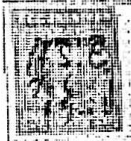
17271

WARRANTY DEED

THIS INDENTURE WITNESSETH, That HERMAN S. COLLINS and EDNA C. COLLINS, husband and wife, and HUGH ROGER COLLINS, unmarried, all of Warrick County, State of Indiana, convey and warrant unto SOUTHERN INDIANA GAS AND ELECTRIC COMPANY, an Indiana corporation, with its principal office and place of business in the City of Evansville, Vanderburgh County, State of Indiana, for the sum of One Dollar (\$1.00) and other valuable consideration, the following described real estate in Warrick County, State of Indiana, to-wit:

All that part of the Southwest Quarter of Section Sixteen (16), Township Seven (7) South, Range Eight (8) West, which lies North of the center of Pigeon Creek; and

All that part of Fractional Section Seventeen (17), Township Seven (7) South, Range Eight (8) West, which lies North of the center line of Pigeon Creek, EXCEPT that portion thereof described as beginning fifty (50) links West of the Northeast corner of the Northwest Quarter of the Northeast Quarter of the above described Section Seventeen (17), running thence South fifty-eight (58) degrees West Eleven (11) chains and seventy-five (75) links to a corner in the Newburgh-Rockport Road, thence South eighty-nine (89) degrees West to a corner in said road eight (8) chains, thence North eighty-two (82) degrees West four (4) chains and fifty (50) links to a stake in said road; thence North fifty-seven and one-half ( $57\frac{1}{2}$ ) degrees West three (3) chains and fifty (50) links to a stake in the above mentioned road, thence North twenty-six (26) degrees West four (4) chains and eighty (80) links to the line between Sections Eight (8) and Seventeen (17), thence East along the section line twenty-seven (27) chains and thirty-six (36) links to the place of beginning, containing fourteen (14) acres, being all of the land lying North of the Newburgh-Rockport Road in said Section Seventeen (17).



14 Ac.



The warranty of the grantors herein shall not apply as to the mining or mineral privileges with respect to that part of the above described real property located in Section Sixteen (16), Township Seven (7) South, Range Eight (8) West, which mining and mineral privileges were heretofore reserved by Virginia Barret Gibbs as set forth in the deed dated August 1, 1910, recorded in Deed Record 74, page 590, in the office of the Recorder of Warrick County, Indiana, but the grantors do hereby convey and quit claim to the grantee herein all interest which they may have in and to said mining and mineral privileges.

482

IN WITNESS WHEREOF, the said HERMAN S. COLLINS and EDNA C. COLLINS, husband and wife, and HUGH ROGER COLLINS, unmarried, have hereunto set their hands and seals this 29<sup>th</sup> day of JUNE, 1951.

Herman S. Collins (SEAL)  
Herman S. Collins

Edna C. Collins (SEAL)  
Edna C. Collins

Hugh Roger Collins (SEAL)  
Hugh Roger Collins

WITNESS  
[Signature]  
July 2, 1951

STATE OF INDIANA )  
 ) SS  
COUNTY OF VANDERBURGH )

Before me, the undersigned, a Notary Public within and for said County and State, on this 29th day of June, 1951, personally appeared the within named HERMAN S. COLLINS and EDNA C. COLLINS, husband and wife, and acknowledged the execution of the foregoing Warranty Deed.

WITNESS my hand and notarial seal.

Helen M. Kauzman  
HELEN M. KAUZMAN Notary Public



My commission expires

October 11, 1951

STATE OF OHIO )  
 ) SS  
COUNTY OF Hamilton )

Before me, the undersigned, a Notary Public within and for said County and State, on this 2nd day of July, 1951, personally appeared the within named HUGH ROGER COLLINS, unmarried, and acknowledged the execution of the foregoing Warranty Deed.

WITNESS my hand and notarial seal.

Henry P. J. Wurtzler  
Notary Public

My commission expires

Mar. 4, 1952



HENRY P. J. WURTZLER  
Notary Public, Hamilton County, Ohio  
My Commission expires March 4, 1952  
4201 Ballard — JE 6575  
Cincinnati 9, Ohio

RECEIVED FOR RECORD THE 7 DAY OF July 1951 AT 11:20 AM  
PERRY PAUL WIRE, R. W. C.

WARRANTY DEED

HERMAN S. COLLINS  
et al

to

SOUTHERN INDIANA GAS  
AND ELECTRIC COMPANY  
RECEIVED FOR RECORD

the 7 day of July  
1957 at 11:20

Book 2

is Record 104 Page 481

DEEDY PLAT. STATE  
RECORDED MANAGER COUNTY

July 7 1957  
*Herman S. Collins*  
Fee \$100

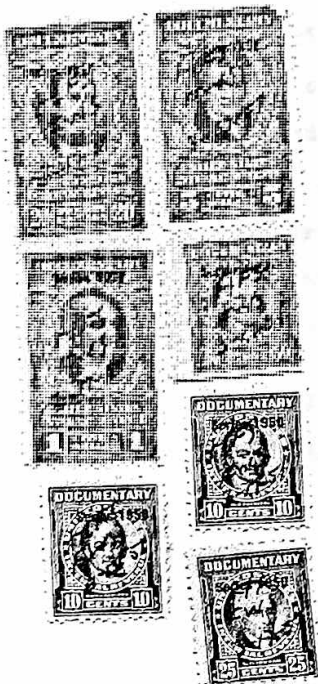
BOONVILLE TILE CO.  
INC.

LAW OFFICES OF  
ORTMEYER, BAMBERGER, ORTMEYER AND FOREMAN  
SUITE 808 HULMAN BUILDING  
EVANSVILLE 19, INDIANA



WARRANTY DEED

THIS INDENTURE WITNESSETH, That HERBERT F. SCHULTZ, unmarried, and FREDERICK W. SCHULTZ, unmarried, both of Warrick County, State of Indiana, subject to the limitations upon the grantors' warranty and subject to the reservation hereinafter set forth do hereby CONVEY AND WARRANT unto SOUTHERN INDIANA GAS AND ELECTRIC COMPANY, an Indiana corporation, with its principal office and place of business in the City of Evansville, Vanderburgh County, State of Indiana, for the sum of One Dollar (\$1.00) and other valuable consideration, the following described real estate in Warrick County, State of Indiana, to-wit:



All that part of Fractional Section Seventeen (17), Township Seven (7) South, Range Eight (8) West, lying South of the center line of Pigeon Creek, containing fifty-five (55) acres, more or less, EXCEPT the coal, oil, gas, and other minerals therein and thereunder; and

All that part of the South Half of Section Sixteen (16), Township Seven (7) South, Range Eight (8) West, lying between Pigeon Creek and the Ohio River and more particularly described as follows, to-wit: Beginning at the point where Pigeon Creek intersects the West boundary line of said Section Sixteen (16), thence South along said West boundary line of said Section Sixteen (16) to the Ohio River, thence up said river in a Southeasterly direction to a point on said river where a North-South line running parallel with and six hundred sixty (660) feet East of the West line of said Section Sixteen (16) intersects the Ohio River, thence North along said line which lies six hundred sixty (660) feet East of and parallel with the West boundary line of said Section Sixteen (16) to Pigeon Creek, thence in a Westerly direction along the meanderings of Pigeon Creek to the point of beginning; EXCEPT the coal, oil, gas, and other minerals therein and thereunder.

This conveyance is made subject to the rights of The Bedford-Nugent Company as contained and set forth in the quit claim deed dated May 2, 1918, executed by Herman S. Collins et al, as grantors, to The Bedford-Nugent Company, and recorded in Deed Record 80, page 423, in the office of the Recorder of Warrick County, Indiana.

This conveyance is also made subject to ad valorem taxes for the year 1950, payable in 1951, and all subsequent taxes, which taxes the grantee assumes and agrees to pay.

The grantors reserve the right to remove from the above described real property, at their sole cost and expense and prior to June 22, 1951, certain pieces or strips of sheet metal owned by grantors and now located upon the above described real property, provided, however, that the grantee herein shall not have any responsibility with respect to the care, preservation, or condition of said sheet metal other than to refrain from damaging, destroying, or removing the same prior to June 22, 1951.

IN WITNESS WHEREOF, the said HERBERT F. SCHULTZ, unmarried, and FREDERICK W. SCHULTZ, unmarried, have hereunto set their hands and seals this 17th day of March, 1951.

Herbert F. Schultz (SEAL)  
Herbert F. Schultz

Frederick W. Schultz (SEAL)  
Frederick W. Schultz

STATE OF INDIANA  
COUNTY OF Vanderburgh ) SS

Before me, the undersigned, a Notary Public within  
and for said County and State, on this 17th day of March  
1951, personally appeared the within named HERBERT F. SCHULTZ,  
unmarried, and FREDERICK W. SCHULTZ, unmarried, and acknow-  
ledged the execution of the foregoing Warranty Deed.

WITNESS my hand and notarial seal.

Betty Cooper  
Notary Public

My commission expires

Jan. 2, 1952

WARRANTY DEED

FREDERICK W. SCHULTZ  
FREDERICK W. SCHULTZ

to

SOUTHERN INDIANA  
GAS AND ELECTRIC  
COMPANY

RECEIVED FOR RECORD

the 19 day of March

1951 at 9:20

o'clock a.m. and recorded

in Record 104 Page 121

PERRY BATES, CLERK  
RECORDER WARREN COUNTY

*Ernest H. Hoffman*  
for and

BOONVILLE TILE CO.  
INC.

LAW OFFICES OF  
ORTMEYER, BAMBERGER, ORTMAYER AND FOREMAN  
SUITE 303 HULMAN BUILDING  
EVANSVILLE 16, INDIANA

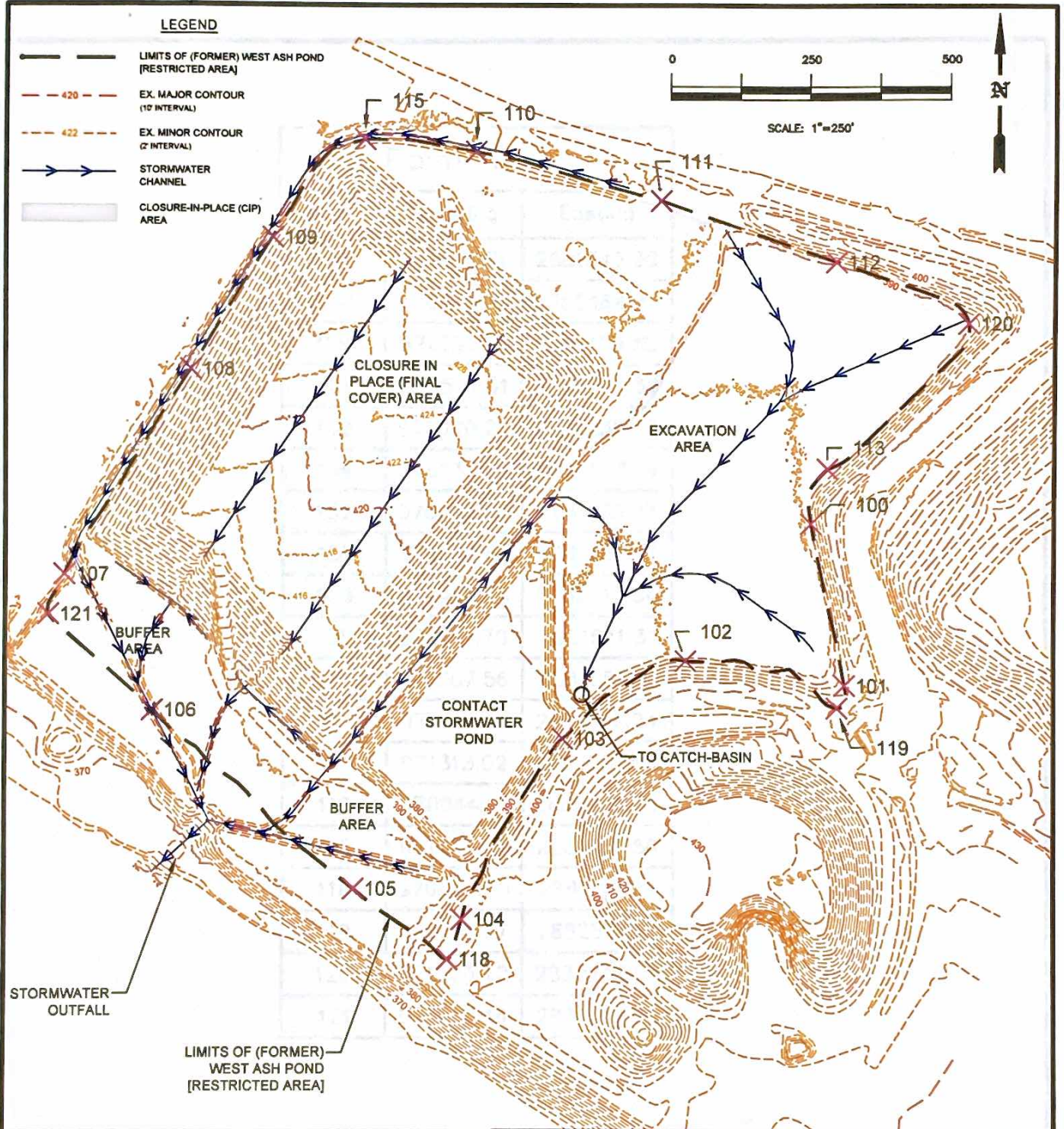


**EXHIBIT C**

**POST-CLOSURE TOPOGRAPHY MAP OF REAL ESTATE**



PATH/FILENAME: C:\USERS\GOVINDARAJAN\AECOM\DIRECTOR\VECTREN\CULLEY WEST - DOCUMENTS\GENERAL\900-CAD\99-SUPPORT\ERC FIGURES\FIGURE 1.DWG  
 LAST UPDATE: Wednesday, June 01, 2022 4:52:11 AM  
 PLOT DATE: Tuesday, July 05, 2022 9:19:24 AM



**NOTES**

1. TOPOGRAPHIC INFORMATION DEPICTED HEREIN IS BASED ON THE CERTIFIED SURVEY INFORMATION PROVIDED BY PRECISION SURVEYING, INC. (PSI), DATED 01/25/21.
2. TOPOGRAPHIC INFORMATION SHOWS POST-CLOSURE GRADES WITHIN THE LIMITS OF THE FORMER WEST ASH POND.
3. TOPOGRAPHIC MAPPING IS BASED UPON THE FOLLOWING DATUM AND PROJECTION:  
 HORIZONTAL PROJECTION : NAD 83 - INDIANA STATE PLANE WEST ZONE VERTICAL DATUM : NAVD 88, UNITS: US SURVEY FOOT
4. EXCAVATION AREA LIMITS REFERS TO THE FOOTPRINT OF THE FORMER WEST ASH POND WHEREIN A COMPLETE REMOVAL OF CCR MATERIALS WAS PERFORMED VIA EXCAVATION TO HISTORICAL (NATIVE) GRADES PLUS ADDITIONAL EXCAVATION UP TO 1 FOOT AS NEEDED FOR VISUAL VERIFICATION OF CCR REMOVAL IN THE AREAS LABELED EXCAVATION AREA, CONTACT STORMWATER POND, AND BUFFER AREA. CIP AREA LIMITS REFERS TO THE FOOTPRINT OF THE FORMER WEST ASH POND WHEREIN EXISTING AND EXCAVATED CCR MATERIALS FROM THE EXCAVATION AREA FOOTPRINT WERE STABILIZED IN PLACE WITH A FINAL COVER SYSTEM.
5. FINAL COVER IN THE CLOSURE IN PLACE (CIP) AREA, BUFFER AREA AND EXCAVATION AREA FOOTPRINTS SHALL UNDERGO PERIODIC MAINTENANCE AND INSPECTION IN ACCORDANCE WITH THE REQUIREMENTS LISTED IN SECTION B13 OF THE WEST ASH POND CLOSURE APPROVAL LETTER ISSUED BY IDEM, DATED DECEMBER 20, 2019.
6. COMPLETE REMOVAL OF CCR MATERIAL FROM THE APPROXIMATE FOOTPRINTS OF THE FORMER LITTLE PIGEON CREEK WAS EXECUTED DURING THE CLOSURE OF THE WEST ASH POND. THE WESTERN PORTION OF THE FORMER LITTLE PIGEON CREEK WAS FILLED WITH CLEAN BACKFILL ABOVE THE SEASONAL HIGH GROUNDWATER LEVEL PRIOR TO PLACING EXCAVATED CCR MATERIAL IN THAT SECTION OF THE CIP AREA. FOR FURTHER INFORMATION REFER TO SHEETS C-300A AND C-300B IN THE ENGINEERING DRAWINGS PROVIDED WITH THE WEST ASH POND CLOSURE PLAN.

# AECOM

**POST-CLOSURE TOPOGRAPHY  
 ENVIRONMENTAL RESTRICTIVE COVENANT  
 WEST ASH POND POST-CLOSURE  
 FB CULLEY STATION  
 WARRICK COUNTY, INDIANA**

DRAWN BY: AG	PROJ. CHECK: AG	PROJECT NO: 60586569	DATE: 06/01/2022
			EXHIBIT: C



PATH/FILENAME: C:\USERS\GOVINDARAJANA\AECOM DIRECTORY\VECTREN CULLEY WEST - DOCUMENTS\GENERAL\900-CAD-GIS\910-CAD\99-SUPPORT\ERC FIGURES\FIGURE 1.DWG  
 LAST UPDATE: Thursday, May 27, 2021 12:49:13 PM  
 PLOT DATE: Tuesday, July 13, 2021 8:02:09 AM

Point Table

Point #	Northing	Easting
108	971119.35	2881349.35
100	970846.18	2882464.32
109	971353.79	2881495.88
101	970557.41	2882525.34
102	970600.23	2882239.53
104	970137.16	2881837.19
107	970752.98	2881125.98
106	970511.51	2881281.03
103	970460.29	2882017.64
105	970191.70	2881641.31
110	971507.56	2881859.61
111	971421.44	2882192.24
112	971313.02	2882507.40
113	970944.17	2882493.43
115	971528.47	2881660.56
118	970067.00	2881811.96
119	970516.87	2882512.17
120	971203.22	2882743.59
121	970682.14	2881097.56

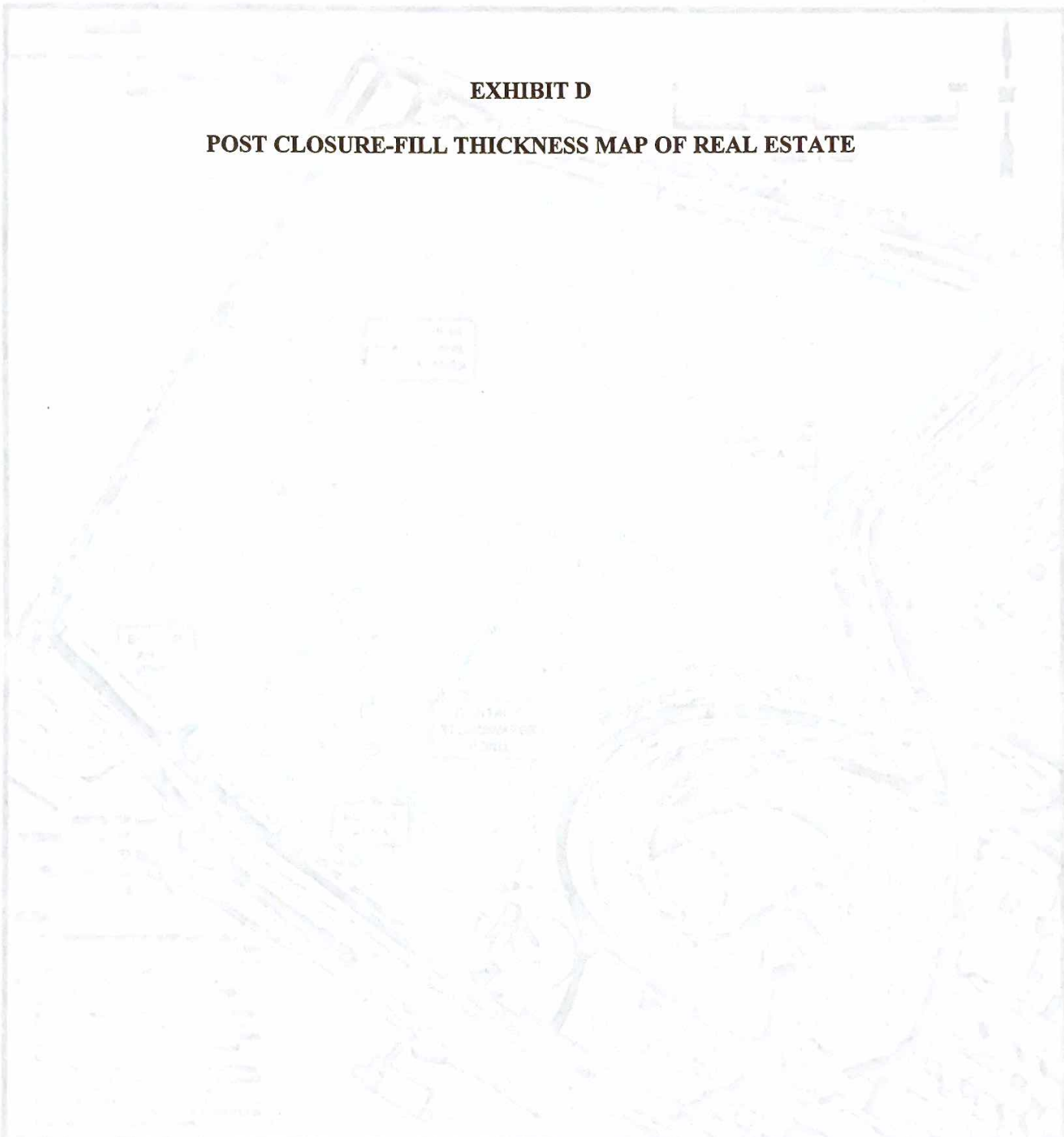


POST-CLOSURE TOPOGRAPHY  
 ENVIRONMENTAL RESTRICTIVE COVENANT  
 WEST ASH POND POST-CLOSURE  
 FB CULLEY STATION  
 WARRICK COUNTY, INDIANA

DRAWN BY: AG	PROJ. CHECK: AG	PROJECT NO: 60586569	DATE: 05/27/2021	EXHIBIT: C (SUPPLEMENT)
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**EXHIBIT D**

**POST CLOSURE-FILL THICKNESS MAP OF REAL ESTATE**



Vertical text on the left margin: 10/10/2013 10:10:10 AM 10/10/2013 10:10:10 AM 10/10/2013 10:10:10 AM 10/10/2013 10:10:10 AM

Area	Fill Thickness (ft)
Area 1	1.0
Area 2	1.5
Area 3	2.0
Area 4	2.5
Area 5	3.0
Area 6	3.5
Area 7	4.0
Area 8	4.5
Area 9	5.0
Area 10	5.5
Area 11	6.0
Area 12	6.5
Area 13	7.0
Area 14	7.5
Area 15	8.0
Area 16	8.5
Area 17	9.0
Area 18	9.5
Area 19	10.0
Area 20	10.5
Area 21	11.0
Area 22	11.5
Area 23	12.0
Area 24	12.5
Area 25	13.0
Area 26	13.5
Area 27	14.0
Area 28	14.5
Area 29	15.0
Area 30	15.5
Area 31	16.0
Area 32	16.5
Area 33	17.0
Area 34	17.5
Area 35	18.0
Area 36	18.5
Area 37	19.0
Area 38	19.5
Area 39	20.0
Area 40	20.5
Area 41	21.0
Area 42	21.5
Area 43	22.0
Area 44	22.5
Area 45	23.0
Area 46	23.5
Area 47	24.0
Area 48	24.5
Area 49	25.0
Area 50	25.5
Area 51	26.0
Area 52	26.5
Area 53	27.0
Area 54	27.5
Area 55	28.0
Area 56	28.5
Area 57	29.0
Area 58	29.5
Area 59	30.0
Area 60	30.5
Area 61	31.0
Area 62	31.5
Area 63	32.0
Area 64	32.5
Area 65	33.0
Area 66	33.5
Area 67	34.0
Area 68	34.5
Area 69	35.0
Area 70	35.5
Area 71	36.0
Area 72	36.5
Area 73	37.0
Area 74	37.5
Area 75	38.0
Area 76	38.5
Area 77	39.0
Area 78	39.5
Area 79	40.0
Area 80	40.5
Area 81	41.0
Area 82	41.5
Area 83	42.0
Area 84	42.5
Area 85	43.0
Area 86	43.5
Area 87	44.0
Area 88	44.5
Area 89	45.0
Area 90	45.5
Area 91	46.0
Area 92	46.5
Area 93	47.0
Area 94	47.5
Area 95	48.0
Area 96	48.5
Area 97	49.0
Area 98	49.5
Area 99	50.0
Area 100	50.5

**AECOM**

PROJECT: WELTACH POND POST-CLOSURE  
ENVIRONMENTAL RESTRICTIVE COMPLIANCE  
FSC ELEVATION



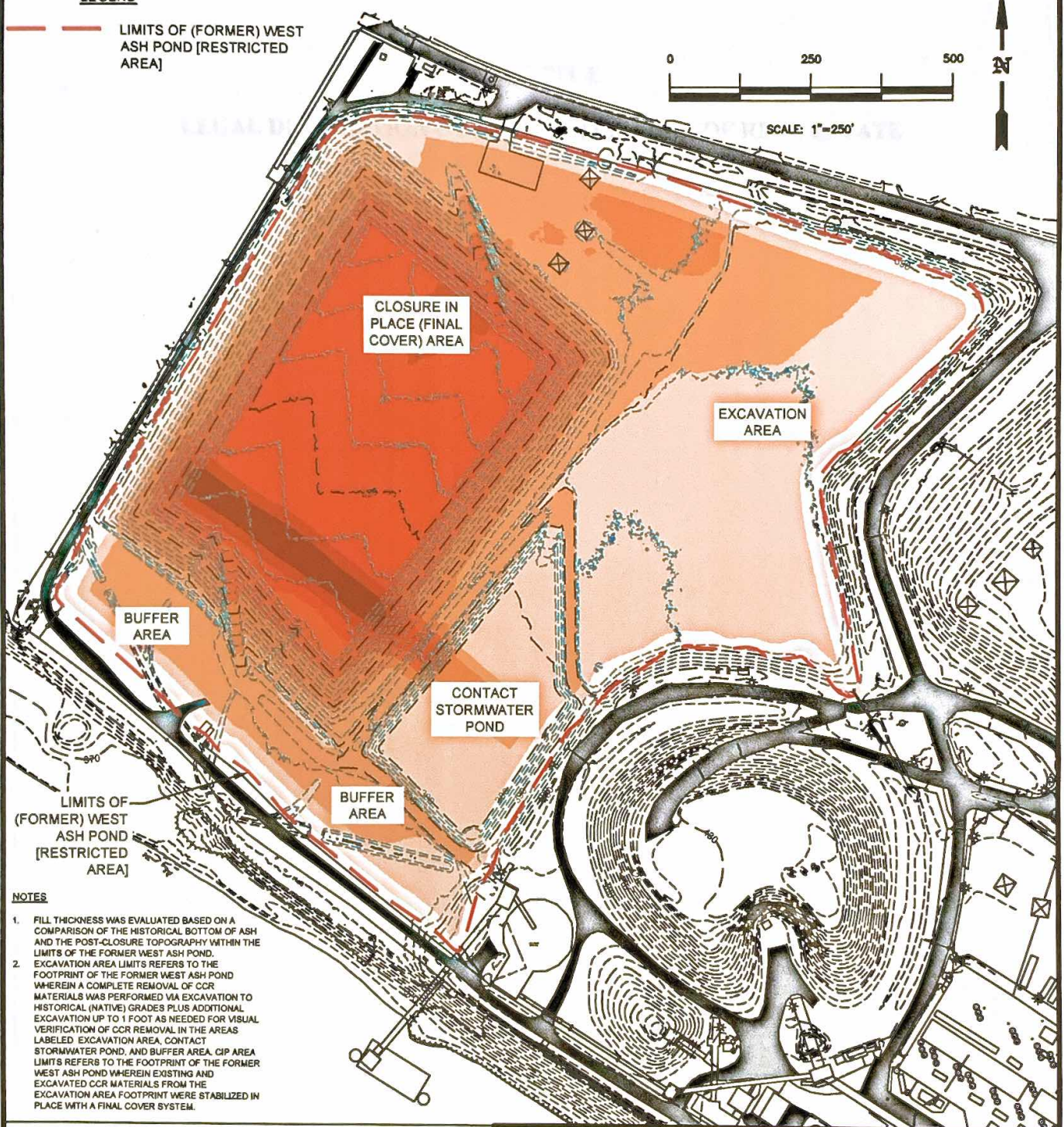
PATH/FILENAME: C:\USERS\GOVINDARAJANA\AECOM DIRECTORY\VECTREN CULLEY WEST - DOCUMENTS\GENERAL\900-CAD-GIS\910-CAD\99-SUPPORT\ERC FIGURES\FIGURE 2\_03-17-22.DWG  
 LAST UPDATE: Friday, March 18, 2022 7:57:28 AM  
 PLOT DATE: Monday, May 09, 2022 6:02:53 AM

**LEGEND**

--- LIMITS OF (FORMER) WEST ASH POND [RESTRICTED AREA]



SCALE: 1"=250'



CLOSURE IN PLACE (FINAL COVER) AREA

EXCAVATION AREA

BUFFER AREA

CONTACT STORMWATER POND

BUFFER AREA

LIMITS OF (FORMER) WEST ASH POND [RESTRICTED AREA]

**NOTES**

1. FILL THICKNESS WAS EVALUATED BASED ON A COMPARISON OF THE HISTORICAL BOTTOM OF ASH AND THE POST-CLOSURE TOPOGRAPHY WITHIN THE LIMITS OF THE FORMER WEST ASH POND.
2. EXCAVATION AREA LIMITS REFERS TO THE FOOTPRINT OF THE FORMER WEST ASH POND WHEREIN A COMPLETE REMOVAL OF CCR MATERIALS WAS PERFORMED VIA EXCAVATION TO HISTORICAL (NATIVE) GRADES PLUS ADDITIONAL EXCAVATION UP TO 1 FOOT AS NEEDED FOR VISUAL VERIFICATION OF CCR REMOVAL IN THE AREAS LABELED EXCAVATION AREA, CONTACT STORMWATER POND, AND BUFFER AREA. CIP AREA LIMITS REFERS TO THE FOOTPRINT OF THE FORMER WEST ASH POND WHEREIN EXISTING AND EXCAVATED CCR MATERIALS FROM THE EXCAVATION AREA FOOTPRINT WERE STABILIZED IN PLACE WITH A FINAL COVER SYSTEM.

FILL THICKNESS (FEET)			
Number	MINIMUM HEIGHT	MAXIMUM HEIGHT	Color
1	0.00	10.00	[Lightest Orange]
2	10.00	20.00	[Light Orange]
3	20.00	30.00	[Medium-Light Orange]
4	30.00	40.00	[Medium Orange]
5	40.00	50.00	[Medium-Dark Orange]
6	50.00	60.00	[Dark Orange]
7	60.00	70.00	[Very Dark Orange]
8	70.00	78.36	[Darkest Orange]



**FILL THICKNESS MAP**  
**ENVIRONMENTAL RESTRICTIVE COVENANT**  
**WEST ASH POND POST-CLOSURE**  
**FB CULLEY STATION**  
**WARRICK COUNTY, INDIANA**

DRAWN BY: AG	PROJ. CHECK: JDM	PROJECT NO: 60586569	DATE: 05/05/2022	EXHIBIT: D
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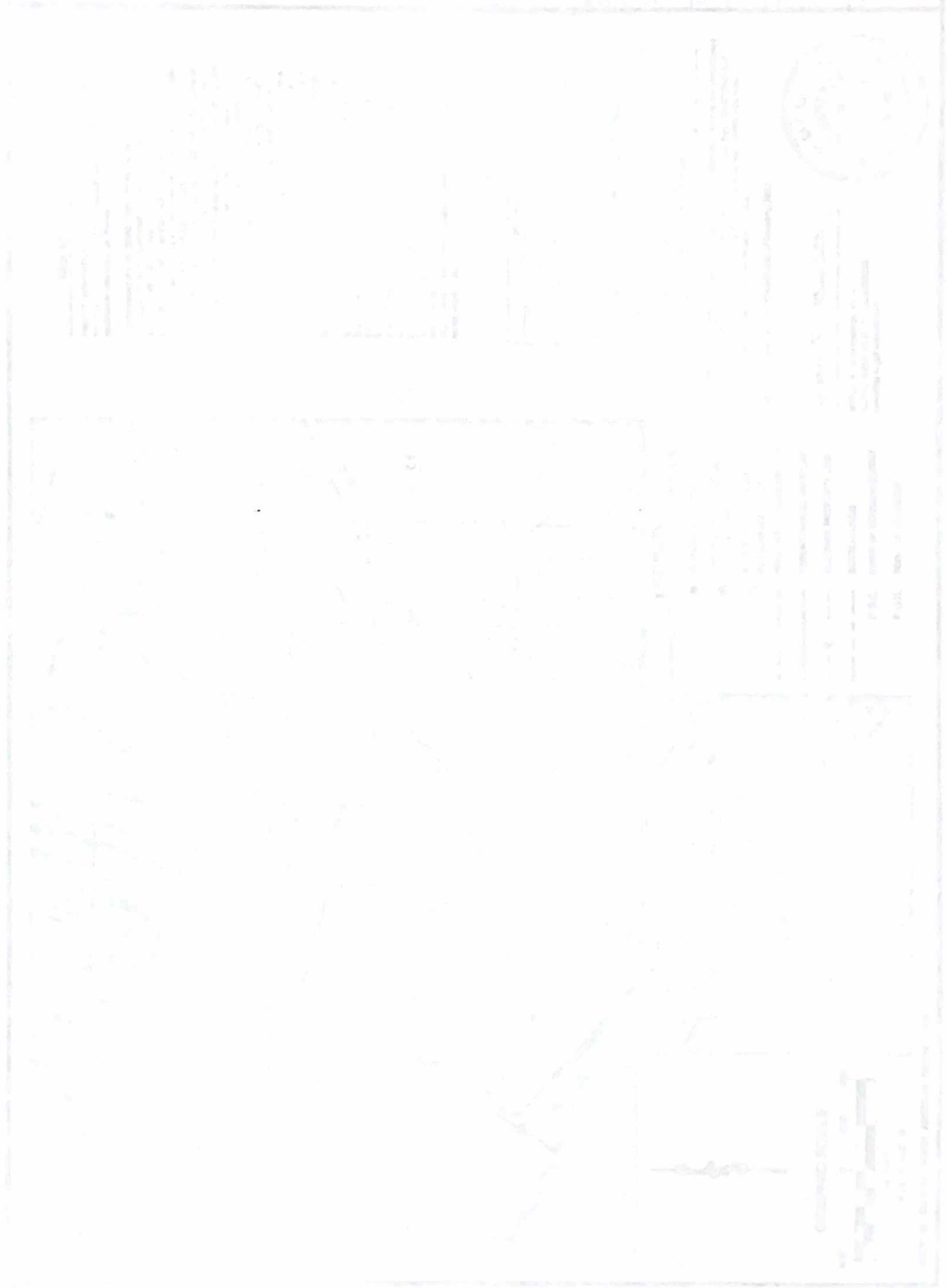


WEST VALLEY AND AREA  
SECTION

**EXHIBIT E**

101  
S1

**LEGAL DESCRIPTION OF RESTRICTED AREA OF REAL ESTATE**



P.L.C. 1907  
Pub. No. 1



REV.	DATE	BY	ITEM
A	01 05 22	SDG	ISSUED FOR REVIEW

# F.B. CULLEY WEST ASH POND AREA LEGAL DESCRIPTION

DRAWN BY:	DESIGNED BY:
SDG	SDG
CHECKED BY:	DATE:
WRG	01/05/22
SCALE:	1"=400'
FILE NAME:	21077B
SHEET NO:	S1
	1 of 1

**West Ash Pond Area Description**

Part of Fractional Section 17, Township 7 South, Range 8 West of the Second Principal Meridian, Warrick County, Indiana, more particularly described as follows:

Commencing at a MAGNAIL, with washer stamped "HENNESSY LS20200028" at the Northeast corner of said Section 17, Thence S01°10'02"W, 1053.07 feet, along the line of said Section 17, to a 1/2" iron pin with cap stamped "HENNESSY LS20200028" (to be referred to as a "Hennessy Monument") at the Southeast corner of Lot 2 of ALCOA-APGI SUBDIVISION SECONDARY PLAT as recorded in Instrument No. 2016R-009255 in the Office of the Recorder of Warrick County, Indiana, Thence, S65°38'54"W, 402.04 feet, along the Southeast line of said Lot 2, to a 1/2" iron pin (herein to be referred to as the "Point of Beginning") at the Southeast corner of Lot 1 of said ALCOA-APGI SUBDIVISION SECONDARY PLAT; Thence, N88°20'06"W, 388.47 feet, along the line of said Lot 1, to a 1/2" iron pin with cap stamped "HENNESSY LS21300013" (to be referred to as a "Hennessy Monument"); Thence, N17°21'05"W, 1326.97 feet, along the South line of said Lot 1, to a Hennessy Monument at an interior corner of said Lot 1, Thence, S31°36'54"W, 1132.97 feet, along an interior line of said Lot 1, to a Hennessy Monument, Thence, N71°52'23"E, 64.03 feet, to the POINT OF BEGINNING, Thence, N21°51'39"E, 76.33 feet, Thence, N43°19'44"E, 240.07 feet, Thence, N32°00'23"E, 275.47 feet, Thence, N43°19'44"E, 240.07 feet, Thence, S58°00'11"E, S71°00'59"E, 333.29 feet, Thence, S65°04'02"E, 260.46 feet, Thence, S43°59'59"W, 360.12 feet, Thence, S16°32'43"W, 102.22 feet, Thence, S11°55'54"E, 295.15 feet, Thence, S17°59'50"W, 42.63 feet, Thence, N72°59'55"W, 285.10 feet, Thence, S57°45'41"W, 262.33 feet, Thence, S28°10'51"W, 370.10 feet, Thence, S19°46'44"W, 74.56 feet, Thence, N57°50'35"W, 211.36 feet, Thence, N48°24'20"W, 481.75 feet, Thence, N47°04'36"W, 250.55 feet, to the POINT OF BEGINNING, containing 30.344 acres, more or less.

LINE TABLE	
L1	N71°52'23"E 64.03 L8 S11°55'54"E 295.15
L2	N21°51'39"E 76.33 L9 S17°59'50"W 42.63
L3	N32°00'23"E 275.47 L10 N72°59'55"W 285.10
L4	N43°19'44"E 240.07 L11 S57°45'41"W 262.33
L5	S84°00'11"E 200.15 L12 S19°46'44"W 74.56
L6	S65°04'02"E 260.46 L13 N57°50'35"W 211.36
L7	S16°32'43"W 102.22 L14 N47°04'36"W 250.55

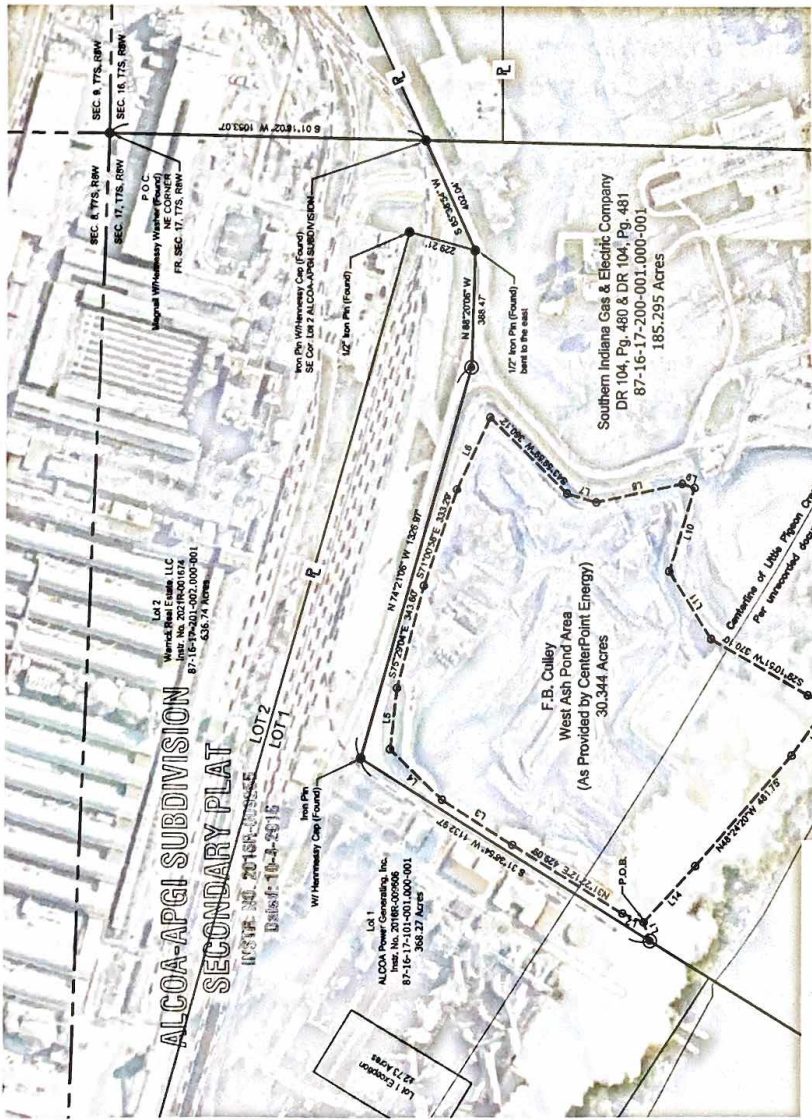
### Surveyor's Certificate

I, William R. Griepenstroh, hereby certify that I am a land surveyor, licensed in compliance with the laws of the State of Indiana, and further certify that this legal description and plat hereon prepared for the West Ash Pond boundary as shown herein, and was completed under my supervision on January 5, 2022.

Witness my hand and seal this 5th Day of January, 2022.

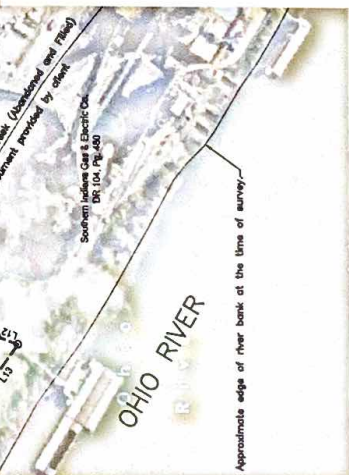


*William R. Griepenstroh*  
 William R. Griepenstroh, P.L.S.  
 Indiana Registration No. LS21300013  
 Covering Legal Description



### LEGEND

- MONUMENT FOUND
- ⊙ 5/8" REBAR W/ "GRIEPENSTROH 21300013" CAP SET
- DESCRIPTION CORNER (NO MONUMENT SET)
- WEST ASH POND BOUNDARY
- PARENT PARCEL BOUNDARY
- ADJOINER PROPERTY LINE
- SECTION LINES
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING



## West Ash Pond Area Description

Part of Fractional Section 17, Township 7 South, Range 8 West of the Second Principal Meridian, Warrick County, Indiana, more particularly described as follows:

Commencing at a MAGNAIL with washer stamped "HENNESSY LS02000026" at the Northeast corner of said Section 17; Thence, S01°18'02"W, 1053.07 feet, along the East line of said Section 17, to a 5/8" iron pin with cap stamped "KJ HENNESSY LS20200026" (hereafter referred to as a "Hennessy Monument") at the Southeast corner of Lot 2 of ALCOA-APGI SUBDIVISION SECONDARY PLAT as recorded in Instrument No. 2016R-009255 in the Office of the Recorder of Warrick County, Indiana; Thence, S65°38'54"W, 402.04 feet, along the Southeast line of said Lot 2, to a 1/2" iron pin (bent to the East) at the Southeast corner of Lot 1 of said ALCOA-APGI SUBDIVISION SECONDARY PLAT; Thence, N88°20'06"W, 388.47 feet, along the South line of said Lot 1, to a 5/8" iron pin with cap stamped "GRIEPENSTROH LS21300013" (hereafter referred to as a "Griepenstroh Monument"); Thence, N74°21'06"W, 1326.97 feet, along the South line of said Lot 1, to a Hennessy Monument at an interior corner of said Lot 1; Thence, S31°38'54"W, 1132.97 feet, along an interior line of said Lot 1, to a Griepenstroh Monument; Thence, N71°15'23"E, 64.03 feet, to the **POINT OF BEGINNING**; Thence, N21°51'36"E, 76.33 feet; Thence, N31°22'12"E, 429.09 feet; Thence, N32°00'23"E, 276.47 feet; Thence, N43°18'44"E, 240.07 feet; Thence, S84°00'11"E, 200.15 feet; Thence, S75°29'04"E, 343.60 feet; Thence, S71°00'58"E, 333.29 feet; Thence, S65°04'02"E, 260.46 feet; Thence, S43°59'59"W, 360.12 feet; Thence, S16°32'43"W, 102.22 feet; Thence, S11°55'54"E, 295.15 feet; Thence, S17°59'50"W, 42.63 feet; Thence, N72°59'56"W, 285.10 feet; Thence, S57°45'41"W, 262.33 feet; Thence, S29°10'51"W, 370.10 feet; Thence, S19°46'44"W, 74.56 feet; Thence, N53°50'35"W, 211.36 feet; Thence, N48°24'20"W, 481.75 feet; Thence, N47°04'36"W, 250.55 feet, to the **POINT OF BEGINNING**, containing 30.344 acres, more or less.