



Department of
Community Investment

Memorandum

Monday, February 09, 2015

TO: Redevelopment Commissioners

FROM: Chris Fielding

SUBJECT: Sale of Lot 5 Oliver Plow

In order to support the Notre Dame Turbo Machinery facility that was announced in partnership with General Electric, American Electric Power has agreed to build a new substation. The project calls for a demand of up to 10 Megawatts of power that currently cannot be supported from the Studebaker station. DCI has been in ongoing negotiations with American Electric Power to negotiate the terms where by the substation would be built on Lot 5 in Oliver Plow.

Lot 5 is an ideal site for this infrastructure investment as we have been working IDEM for several years to address the remediation efforts required for the construction of an occupied structure. AEP has agreed to pay \$2,000 per acre for the 6.53 acre site and cover all costs associated with the construction of the new substation. The RDC will be asked to cover up to \$15,000 in legal fees to assist in paying for the fee's associated with earning a comfort letter from IDEM.

In your packet please find the drafts of the Environmental Indemnity Agreement and the Purchase Agreement for review and execution. We anticipate a closing on this parcel to occur by the end of February.



CONTRACT FOR PURCHASE AND SALE

This CONTRACT OF PURCHASE AND SALE (this "Agreement"), dated effective as of February 12, 2015, is entered into between INDIANA MICHIGAN POWER COMPANY, an Indiana corporation (the "Company"), as purchaser, and the CITY OF SOUTH BEND, DEPARTMENT OF REDEVELOPMENT, by and through its governing body, the South Bend Redevelopment Commission (the "Commission"), existing and operating under the provisions of Indiana Code § 36-7-14, as amended, as seller.

In consideration of the mutual covenants and conditions contained herein, the Company and the Commission hereby agree as follows:

1. The Property. The Commission warrants that it owns fee simple title to land located in South Bend, Indiana known as Lot 5 in Oliver Industrial Park, the legal description to which is as described on Exhibit "A" hereto. In this Agreement, that land, and all rights and appurtenances related thereto are referred to collectively as the "Property." The Property is further depicted on the Real Property Illustration attached as Exhibit "B".

2. Environmental Condition. In connection with this Agreement, the Commission has furnished to the Company various environmental reports listed on Exhibit "C" hereto (the "Environmental Reports") indicating that the soils and groundwater of the Property were and continue to be contaminated as described therein. In order to address such contamination, the Commission has entered into a voluntary remediation agreement with the voluntary remediation program of the Indiana Department of Environmental Management ("IDEM") which was approved and adopted by IDEM on February 15, 2002. In addition, the Commission has or will provide the Company its indemnification as to environmental matters pursuant to an Environmental Indemnity Agreement (the "Environmental Agreement") substantially in the form of that attached as Exhibit "D". The Company has also prepared a phase I environmental site assessment report with respect to the Property, dated July 11, 2014 and updated on December 5, 2014 (the "Phase I Report"). The Company has filed an application with IDEM for a "comfort letter" (the "Comfort Letter"). The Company and the Commission will work together and with IDEM as much as reasonably practical to obtain the Comfort Letter as soon as practical. The Company's obligation to close pursuant to this Agreement shall be conditioned on the Company's satisfaction with the environmental condition of the Property, which satisfaction shall be at the Company's discretion, and which condition of closing may be waived only by the Company. At the Closing (as defined in Section 13), the Commission will reimburse the Company up to \$15,000 for the attorney and consultant fees the Company incurs for the preparation of the application for the Comfort Letter and subsequent discussions and/or negotiations with IDEM in pursuit of a final Comfort Letter for the Company.

3. Agreement to Purchase and Sell the Property. On and subject to the terms and conditions of this Agreement, the Commission hereby agrees to sell the Property to the Company and the Company hereby agrees to purchase the Property.

4. The Purchase Price. The Commission shall convey the Property to the Company in exchange for two thousand (2,000.00) dollars per acre, believed to total thirteen thousand sixty (13,060) dollars (\$13,060.00) based on the assumed 6.53 acre size of the Property.

5. Conveyance of Property. At Closing, the Commission shall convey the Property to the Company by Limited Warranty Deed in the form set forth at Exhibit "E" subject only to accrued real property taxes, prorated to the date of closing, and Permitted Exceptions (as defined below).

6. Title Commitment. Following the execution of this Agreement, Company shall obtain, at Commission's expense, a title commitment ("Commitment") on the Property from a title company acceptable to Company (the "Title Company") to issue title insurance at the Closing in the amount not less than \$500,000.00, and deleting all standard exceptions. The Title Company will also provide the Company with legible copies of all exceptions of record referenced therein (the "Exception Documents").

7. Survey. The parties acknowledge that the Commission has provided the Company with a survey of the Property, which is referred to in this Agreement as the "Survey." The cost of the Survey was paid by the Commission.

8. Company Review of Commitment and Survey. Company may within thirty (30) days after receipt of (i) the Commitment and legible copies of the Exception Documents, and (ii) the Survey of the Property, notify Commission in writing of Company's disapproval of any exceptions or other matters shown in any of the foregoing ("Company's Disapproval Notice"). If the Commission does not receive a timely Disapproval Notice, the Commitment, the Survey and the condition of title are deemed approved. In the event that the Company provides a timely Disapproval Notice, then within fifteen days after delivery of Company's Disapproval Notice, the Commission may give Company written notice ("Commission's Notice") of those disapproved titled matters which Commission does not agree to either eliminate from the "Title Policy" or otherwise ameliorate to Company's satisfaction by Closing. If Commission does not provide a timely Commission's Notice, and as to each item in the Company's Notice not included in a timely Commission's Notice, the Commission covenants and agrees to eliminate or ameliorate to Company's satisfaction those items. If the Commission provides a timely Commission's Notice, the Company shall have the right, in its sole and subjective discretion, to either (i) terminate this Agreement within fifteen days after receipt of Commission's Notice by written notice to Commission, or (ii) to waive any such matter(s). If Commission does not eliminate or ameliorate to Company's satisfaction all such disapproved matters prior to or at the Closing, then Company shall have the right, to terminate this Agreement by written notice to Commission. However, Company will be deemed to have waived all such item if Company proceeds to close the transaction provided herein.

9. Title Insurance. At the Closing, the Title Company will deliver to the Company an Owner's Policy of Title Insurance reasonably acceptable to Company deleting all standard exceptions and with such endorsements as Company may designate insuring Company's interest in the Property, subject only to Permitted Exemptions, which policy shall be issued by the Title Company with liability in an amount to be determined by the Company. (the "Title Policy"). The Commission will pay \$500 toward the cost of issuance and endorsements of the Title Policy at Closing. The Commission will sign and deliver to the Title Company and the Company a vendor's affidavit in customary form and such other documents as the Title Company may request to transfer title to the Property and cause the Title Company to issue the Title Policy or any endorsements.

10. Brokerage. The parties each represent that no real estate commissions are due and owing to any person with respect to the transactions described in this Agreement. The Company and the Commission each agrees to indemnify and hold the other harmless against any such fees or commissions to which it has agreed or which arises due to its actions.

11. Closing Date and Deliverables. The Closing shall be held at a mutually agreed upon location and time (the "Closing") on or before January 30, 2015, or such other date as the Company and the Commission may mutually agree (the "Closing Date"). At Closing:

- (a) Commission shall deliver to the Company the duly executed and acknowledged Limited Warranty Deed conveying the Property to Company as provided herein.
- (b) Company shall deliver to the Commission, the Purchase Price, net of credits, and a Certificate of Existence of the Company issued by the Indiana Secretary of State's Office on the Closing Date or thirty (30) days prior thereto, evidencing the Company is an Indiana corporation in existence under Indiana law.
- (c) The Title Company shall deliver to the Company the Title Policy as provided in Section 9.
- (d) Possession shall be delivered at Closing.
- (f) The Commission and Company shall execute a Closing Statement.

12. Environmental Agreement. The terms of the Environmental Agreement between the Parties are incorporated by reference as if fully set forth herein. The Parties' rights and responsibilities under this Agreement shall be subject to the terms of the Environmental Agreement which shall survive closing and the breach of any term of the Environmental Agreement shall constitute a breach of this Agreement.

13. Assignment. This Agreement may not be assigned by the Company or the Commission to any other party without the written consent of the other, which consent may be withheld for any reason, except in the case of an assignment (i) by the Company to any entity which the Company has a controlling interest or under common control with the Company, or (ii) by the Commission to any entity of the City of South Bend or the Commission or any entity which the City of South Bend or the Commission have a controlling interest, such consent shall not be required.

14. Entire Agreement. This Agreement cannot be varied except by the written agreement of the parties. No representation, promise, or inducement not included in this Agreement shall be binding upon the parties hereto.

15. Timing. Time is of the essence of this Agreement.

16. Notices. Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be either (i) delivered by hand, (ii) mailed by

United States registered mail, return receipt requested, postage prepaid, (iii) sent by a reputable, national overnight delivery services (e.g. Federal Express), or (iv) sent by facsimile or electronic mail (with the original being sent by one of the other permitted means or by regular United States mail) and addressed to each party at the applicable address set forth herein. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of hand delivery (if delivered by hand), on the third (3rd) day following deposit in the United States mail (if sent by United States registered mail), on the next business day following deposit with an overnight delivery service with instructions to deliver on the next day or on the next business day (if sent by overnight delivery service), or on the day sent by facsimile or electronic mail (if sent on or before 4:00 pm, recipient's local time or if sent later, the next business day, provided the original is sent by one of the other permitted means as provided in this paragraph or by regular United States mail).

Company:

Ken McDonough, Esq.
Assistant General Counsel - Real Estate
American Electric Power Service Corporation
One Riverside Plaza
Columbus, Ohio 43215

Commission:

Scott Ford, Executive Director
Department of Community Investment
City of South Bend, Indiana
14th Floor, County-City Bldg.
227 W. Jefferson Boulevard
South Bend, Indiana 46601

With copy to:

Stephen L. Fink, Esq.
Barnes & Thornburg
600 One Summit Square
Fort Wayne, IN 46802

With copy to:

Cristal C. Brisco, Esq.
Corporation Counsel, City of South Bend, Indiana
227 W. Jefferson Blvd.
14th Floor, County-City Bldg.
South Bend, Indiana 46601

22. Binding Terms. All the terms and conditions of this Agreement are hereby made binding on the successors and permitted assigns of both parties hereto.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana and venue for any action shall be St. Joseph County, Indiana.

24. Binding upon Execution. This Agreement shall not be effective or binding until fully executed by both the Company and the Commission.

25. Survival of Terms. This Agreement, including without limitation, paragraph 2, will survive closing of the conveyance the Property and shall not be considered merged into the deed or other documentation reflecting conveyance of the Property.

26. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of

this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

27. Additional Documents. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to accomplish the actions contemplated by this Agreement and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

28. Negotiated Agreement. This Agreement was negotiated by the parties at arm's length and each of the parties hereto has reviewed the agreement after the opportunity to consult with independent counsel. Neither party shall maintain that the language in the Agreement shall be construed against any signatory hereto.

29. Construction of Terms. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

30. Authority to Execute. The undersigned persons executing and delivering this Agreement on behalf of each of the parties respectively represent and certify that they are the duly authorized officers of each and have been fully empowered to execute and deliver this Agreement and that all necessary corporate action has been taken and done.

31. Counterparts. This Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same instrument.

(Signature Pages to Follow)

EXECUTED in duplicate, each part being an original, as of the day and year set forth above.

INDIANA MICHIGAN POWER COMPANY

By: _____
Paul Chodak III
Its President

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public for and in said County and State this _____ day of February, 2015, personally appeared Paul Chodak III, President of INDIANA MICHIGAN POWER COMPANY and acknowledged execution of the foregoing Contract for Purchase and Sale on behalf of said Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

_____, Notary Public

Resident of _____ County, Indiana

My commission expires: _____

CITY OF SOUTH BEND, DEPARTMENT OF REDEVELOPMENT, by and through its governing body, the South Bend Redevelopment Commission

By: _____
Marcia I. Jones
Its President

ATTEST:

Donald E. Inks
Its Secretary

STATE OF INDIANA)
) SS:
ST. JOSEPH COUNTY)

Before me, the undersigned, a Notary Public for and in said County and State this 12th day of February, 2015, personally appeared Marcia I. Jones, President of the CITY OF SOUTH BEND, DEPARTMENT OF REDEVELOPMENT, by and through its governing body, the South Bend Redevelopment Commission and acknowledged execution of the foregoing Contract for Purchase and Sale on behalf of said Commission and Department.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

_____, Notary Public

Resident of the _____ County, Indiana

My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION

LOT NUMBERED FIVE (5) AS SHOWN ON THE RECORDED PLAT OF OLIVER PLOW WORDS FIRST MAJOR-SECTION FOUR, RECORDED JULY 30, 2014 AS INSTRUMENT NO. 1418412 IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA.

EXHIBIT C

ENVIRONMENTAL REPORTS

- *Phase II Environmental Liability Assessment Reports* (Phase II), dated August 1988 and January 1990, prepared by Roy F. Weston, Inc.
- *Polychlorinated Biphenyl (PCB) Evaluation and Remediation*, dated August through December 1992, prepared by Chemical Waste Management, Inc.
- *Phase II Investigation* (Phase II) dated November 1999, prepared by Envirocorp, Inc. (Envirocorp)
- *Former Foundry Soil Evaluation*, dated June 2002, prepared by Envirocorp
- *Interim Phase II Environmental Site Assessment* (Phase II), dated January 16, 2003, prepared by Hull & Associates, Inc. (Hull)
- *Interim Phase II Environmental Site Assessment* (Phase II), dated January 31, 2003, prepared by Hull
- *Interim Phase II Environmental Site Assessment* (Phase II), December 12, 2003, prepared by Hull
- *Additional Phase II Environmental Site Assessment* (Additional Phase II), dated February 21, 2005, prepared by Hull
- *Additional Phase II Environmental Site Assessment* (Additional Phase II), dated August 8, 2005, prepared by Hull
- *Additional Phase II Environmental Site Assessment* (Additional Phase II), dated September 28, 2005, prepared by Hull
- *U.S. Environmental Protection Agency (EPA) Brownfield Cleanup Grant Ground Water Pilot Study* (EPA Pilot Study), dated September 2008, prepared by Hull
- *Soil Gas Sampling Report*, dated May 22, 2009, prepared by Hull
- *U.S. EPA Brownfield Remediation Cleanup Grant Second Post-Remediation Pilot Study Ground Water Sampling Event* (EPA Pilot Study), dated July 21, 2009, prepared by Hull
- *Additional Phase II Environmental Site Assessment* (Additional Phase II), dated February 24, 2011, prepared by Hull
- *Additional Phase II Environmental Site Assessment* (Additional Phase II), dated August 12, 2011, prepared by Hull
- *Remediation Work Plan (RWP)*, Dated December 31, 2011, prepared by Hull
- *Additional Phase II Environmental Site Assessment* (Additional Phase II), dated March 6, 2012, prepared by Hull
- *Comment Letter*, dated April 23, 2013, prepared by the IDEM VRP
- *City of South Bend Response Letter to April 2013 IDEM VRP Comment Letter* (Response Letter), dated August 1, 2013, prepared by Hull
- Follow-up soil borings and groundwater monitoring from December 2013, March 2014, and July 2014 conducted by Hull for development of a revised RWP

EXHIBIT D

ENVIRONMENTAL INDEMNITY, ACCESS, AND REMEDIATION AGREEMENT

THIS ENVIRONMENTAL INDEMNITY, REMEDIATION, AND ACCESS AGREEMENT (this "Environmental Agreement") is made and entered into by and between the City of South Bend, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission (referred to herein as the "Commission") and Indiana Michigan Power Company, an Indiana corporation ("I&M"), a unit of American Electric Power Company, Inc. ("AEP"), an electric utility holding company (I&M collectively with the Commission, the "Parties").

WHEREAS, the Commission and I&M have entered into that certain Contract for Purchase and Sale, dated February __, 2015 ("I&M's Purchase Agreement"), in which, subject to the terms and conditions set out therein, I&M has agreed to purchase and the Commission has agreed to sell certain real estate in the City of South Bend, St. Joseph County, Indiana, as more particularly described in **Exhibit A** attached hereto (the "Property");

WHEREAS, I&M obtained a Phase I Environmental Site Assessment (the "Phase I") and Phase I update listed in Exhibit C to the I&M Purchase Agreement that references publically available environmental reports commissioned by the Commission indicating that Environmental Conditions (as defined herein) exist at the Property including Hazardous Substances (as defined herein) in soil and groundwater at and/or under the Property.

WHEREAS, the Commission pursuant to a February 15, 2002 Voluntary Remediation Agreement ("VRA") with the Indiana Department of Environmental Management ("IDEM") has undertaken remediation of the Property through the IDEM's Voluntary Remediation Program ("VRP").

WHEREAS, Hazardous Substances remain in the soil and groundwater at and/or under the Property in excess of IDEM's applicable screening levels.

WHEREAS, I&M will be taking steps to qualify as a Bona Fide Prospective Purchaser ("BFPP") under CERCLA and other Environmental Laws (as defined herein) and intends to apply for a "comfort letter" from the Indiana Finance Authority's Brownfields Office (the "Brownfields Office") that details I&M liability protection for Existing Environmental Conditions (as defined herein) at the Property and the "continuing obligations" I&M must satisfy to maintain its BFPP liability protections under CERCLA and other Environmental Laws (the "Comfort Letter"); and

WHEREAS, the Commission and I&M each wish to conclude the sale of the Property from the Commission to I&M as contemplated by the I&M Purchase Agreement, and the entry into this Environmental Agreement is a condition to the obligations of the Parties to conclude that sale.

NOW, THEREFORE, for and in good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. The following definitions will apply to the listed terms wherever they appear in this Environmental Agreement. Moreover, each defined term stated in a singular

form or plural form shall include the other. Each defined term stated in a masculine form or feminine form shall include the other. Capitalized terms not defined in this Paragraph 1 shall have the same meaning as defined elsewhere in the Environmental Agreement.

- a. "Certificate of Completion" means the certification by the commissioner of IDEM in accordance with and pursuant to IC 13-25-5-16 and the VRA.
- b. "Claim" means any and all claims, third party claims, causes of action, lawsuits, cross-claims, counterclaims, obligations, liabilities, rights, demands (including letter-demands, notices, or inquiries from any person or government agency), penalties, assessments, losses, damages, requests, suits, lawsuits, costs (including attorneys' fees and expenses), interest of any kind, actions, administrative proceedings, criminal proceedings, or orders, of whatever nature, character, type of description, whenever and however occurring, whether at law or in equity, and whether sounding in tort or contract, or any statutory, regulatory, or common law claim or remedy of any type, including strict liability, arising directly or indirectly, in whole or in part, from any action an individual or entity may take against a person to recover the individual's or entity's costs for the investigation or remediation of the Property or to compel or enjoin a person to investigate or remediate the Property.
- c. "Engineering Controls" shall mean Remediation Work taken to contain or control Environmental Conditions or exposure to Environmental Conditions at, on, or under the Property, including, but not limited to maintaining impervious caps over portions of the Property.
- d. "Environmental Conditions" means the actual, alleged, or threatened, presence, discharge, dispersal, release, escape, migration, seepage or abandonment of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to, Hazardous Substances as defined below, vapors, soot, fumes, acids, alkalis, toxic chemicals, waste materials, including medical infectious and pathological waste, low level radioactive waste and material, microbial matter at, on or under the Property, the atmosphere or any watercourse, body of water or groundwater, or any Hazardous Substances that have migrated or are migrating or that have emanated or are emanating from the Property in the air, surface water or groundwater.
- e. "Environmental Law" shall mean, as amended and as now in effect, any and all federal, state, local, and foreign statutes, regulations, ordinances, and other provisions having the force or effect of law, all judicial and administrative orders and determinations, requirements of the Comfort Letter, all judicial and administrative orders and determinations, all contractual obligations, and all common law concerning public health and safety (including without limitation, tort or "toxic tort" law), worker health and safety, pollution, or protection of the environment, including, without

limitation, all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control, or cleanup of any hazardous materials, substances, or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, noise, or radiation.

- f. “Hazardous Substance” means, without limitation, any substance, chemical, material or waste, whether solid, liquid, gaseous or thermal, (i) the presence of which causes a nuisance or trespass of any kind; (ii) which is regulated by any Environmental Law as defined herein because of its toxic, flammable, corrosive, reactive, carcinogenic, mutagenic, infectious, radioactive, or other hazardous property or because of its effect on the environment, natural resources or human health and safety, including, but not limited to, petroleum and petroleum products, polychlorinated biphenyls, tetrachloroethylene, trichloroethylene, trichloroethane and other chlorinated industrial solvents, and volatile organic compounds; or (iii) which is designated, classified, or regulated as being a hazardous or toxic substance, material, pollutant, waste (or a similar such designation) under any federal, state or local law, regulation or ordinance, including under any Environmental Law such as the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. §9601 *et seq.*), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. §11001 *et seq.*), the Hazardous Substances Transportation Act (49 U.S.C. §1801 *et seq.*), or the Clean Air Act (42 U.S.C. §7401 *et seq.*), or Indiana Environmental Legal Action statute (I.C. § 13-30-0, *et seq.*).
- g. “Institutional Controls” shall mean Remediation Work taken to restrict access to, or use of, the Property, including but not limited to deed restrictions.
- h. “Remediation Objectives” shall mean the receipt of a Certificate of Completion, or other equivalent approval, from IDEM, finding that Remediation Work at the Property has been satisfactorily completed to the least stringent standard that allows the Permitted Use (as defined in Paragraph 12).
- i. “Remediation Work” shall mean any and all actions needed under the VRA and VRP or otherwise to accomplish the Remediation Objectives as defined herein or elsewhere, including: (i) investigations of Environmental Conditions, such as but not limited to assessments, risk assessments, remedial investigations, sampling, testing, monitoring or the installation or closure of monitoring wells; and (ii) actions taken to address Environmental Conditions, such as, but not limited to, removal or remedial actions to address Environmental Conditions, installation and use of sumps, trenches, barriers or other systems for long term treatment or

control of soils, surface water or groundwater, and deed and/or other use restrictions or Institutional or Engineering Controls, as defined herein, imposed on the Property to address Environmental Conditions.

- j. "EPA" means the United States Environmental Protection Agency, and any successor agency of the United States government.
- k. "VRA" means that certain Voluntary Remediation Agreement dated February 15, 2002 between the Commission and IDEM with respect to the Property in accordance with the Indiana Voluntary Remediation Program pursuant to Indiana Code 13-25-5 ("VRP").

2. Existing Environmental Conditions. The Parties acknowledge that there are certain Hazardous Substances on, at, or under the Property which are in excess of the Indiana Department of Environmental Management's ("IDEM") clean-up criteria or screening levels ("Existing Environmental Conditions"), including that described in the Phase I and environmental reports conducted on behalf of the Commission as part of the VRP investigation and/or remediation at the Property. The Commission acknowledges that it has received the Phase I and represents hereby that it has no knowledge of information that would render the Phase I materially incomplete or inaccurate.

3. Current Remediation Efforts. The Commission continues to remediate the Existing Environmental Conditions under the oversight of IDEM pursuant to the VRA.

4. The Commission's Indemnification. The Commission agrees to release, indemnify and hold harmless I&M, AEP, any entity in which I&M or AEP has a controlling interest or under common control with I&M or AEP, and their respective shareholders, directors, officers, agents, employees, and any assignees under Paragraph 12 of this Agreement, against and with respect to any and all Claims asserted against any of them pursuant to Environmental Laws in connection with or relating to the Existing Environmental Conditions described in Paragraph 2 above, or any other Environmental Condition, known or unknown, existing, arising or occurring on or prior to the date of this Environmental Agreement by (i) any unrelated third party or (ii) IDEM or the EPA.

5. I&M Indemnification. Subject to the terms of this Environmental Agreement, I&M agrees to release, indemnify and hold harmless the Commission and any subdivision or agency thereof, including any public officials, directors, officers, agents, employees, and any assignees under Paragraph 12 of this Agreement, against and with respect to any and all Claims which may be asserted against any of them pursuant to Environmental Laws in connection with or relating to (i) any Environmental Conditions (including but not limited to the release of Hazardous Substances) not existing on the date of this Environmental Agreement, but rather occurring after the date of this Environmental Agreement, or (ii) any exacerbation by I&M or its directors, officers, agents, employees, contractors, invitees, and any assignees under Paragraph 12 of any Environmental Condition covered by the Commission's Indemnification under Paragraph 4. For purposes of this Agreement, construction activities as generally described in the Site Plan attached hereto as **Exhibit B** or as otherwise necessary to develop the Property for the uses described in Paragraph 12 shall not be considered "exacerbation by I&M" that triggers

I&M indemnity obligations referenced in subsection (ii) of this paragraph or relieves the Commission of its indemnity obligations under Paragraph 4 above. Plans for any construction activities involving excavation, grading or disturbance of soils must be submitted to the City of South Bend Engineering Department with a copy to the Department of Community Investment for review and comment to ensure that I&M will minimize any interference with the investigation and Remediation Work, as required under Paragraph 11 of this Agreement. I&M shall incorporate all reasonable comments from the City that pertain to the Remediation Work into its plans. If the Engineering Department does not respond to I&M's submission of plans of construction activities within 15 days from receipt, such construction activities shall be deemed acceptable without comment.

6. Claims. Each indemnified party (the "Indemnitee") shall give the indemnifying party (the "Indemnitor") prompt written notice of any Claim asserted against one or more of the indemnified persons or entities under Paragraphs 4 and 5 which may give rise to a claim of indemnification under this Environmental Agreement. If the Claim is covered by Paragraphs 4 or 5, the Indemnitor shall undertake the defense of such claim, demand, action, controversy or suit by counsel of its choosing (reasonably satisfactory to the Indemnitee) at its sole cost and expense. The Indemnitee shall give the Indemnitor and its counsel reasonable assistance and cooperation with respect to such defense. The Indemnitor shall not be obligated to pay any legal or defense costs for Claims not covered by its respective indemnity.

If investigative or remedial work is required to resolve any Claim covered by Paragraphs 4 or 5, the Indemnitor shall have the right to select the environmental consultant and shall pay for such work at its sole cost and expense. The Indemnitor shall not be obligated to pay any costs for investigative or remedial work not covered by its respective indemnity.

If the Indemnitor, within thirty (30) days after notice of any Claim covered by Paragraphs 4 or 5, fails to undertake a defense, the Indemnitee shall have the right to undertake a defense, including compromise or settlement thereof with counsel of their choosing, and to select an environmental consultant to perform environmental investigation and remediation work required to address such Claim by an applicable government authority. The Indemnitor shall be responsible for reimbursing the Indemnitee for reasonable legal fees and Environmental Costs. The Indemnitor shall retain the right to assume such defense and environmental work, with legal counsel and an environmental contractor of its choosing (reasonably satisfactory to the Indemnitee). Except as provided in this Paragraph 6, the Indemnitee shall not hire any legal counsel or environmental consultant to address any Claim covered by Paragraphs 4 or 5, unless it is at the Indemnitee's sole cost and expense.

7. Expiration of Indemnity. The cross-indemnifications set forth in Paragraphs 4 and 5 above shall automatically expire on the later of the following (i) the date that is 10 years from the date of this Environmental Agreement; or 2) the date on which the Commission completes the Remediation according to the terms of Paragraph 8 below. In the event that the cross-indemnifications set forth in Paragraphs 4 and 5 have not terminated pursuant to the foregoing sentence by the date that is 20 years from the date of this Environmental Agreement, then the cross-indemnifications will terminate on the date that is 20 years from the date of this Environmental Agreement. Notwithstanding any other terms in this Environmental Agreement,

under no circumstances will the cross-indemnifications set forth in Paragraphs 4 and 5 continue more than 20 years from the date of this Environmental Agreement.

8. Remediation. The Commission agrees to promptly perform (or cause to be performed) the environmental investigations and corrective actions necessary to complete Remediation of all Environmental Conditions at the Property to the extent required by the IDEM and any other governmental authorities with jurisdiction over the Hazardous Substances and contamination at the Property. As used herein, "Remediation" means (i) performing environmental property assessment activities (which may include taking soil borings and the installation, sampling and maintaining of groundwater monitoring wells and/or other monitoring points and related activities) on the Property to complete an assessment of the Property as required by IDEM or other governmental authorities or any court of competent jurisdiction; (ii) performing corrective action to promptly remediate such Hazardous Substances consistent with the rules, regulations and requirements of IDEM or other governmental authorities or any court of competent jurisdiction to achieve the Remedial Objectives at the Property.

Any such Remediation shall be considered complete, and the Remediation Objective satisfied, upon the issuance of a Certificate of Completion from IDEM, together with a covenant not to sue from IDEM, which runs with the land and addresses all Environmental Conditions referenced in the VRA. Notwithstanding the foregoing, if extenuating circumstances arise, the Commission may seek transfer of oversight of the Remediation from IDEM's VRP to IDEM's "State Clean-up Program" or equivalent with written consent of I&M not unreasonably withheld. If the Remediation is so transferred to IDEM's "State Cleanup Program" with I&M consent and IDEM approval, the Remediation shall be considered complete upon the issuance of a letter from IDEM stating that Environmental Conditions at the Property do not pose a danger to human health or the environment and no further action is necessary concerning the Property (a "NFA Letter").

Upon termination of the Remediation, and any subsequent conditions required by IDEM as a condition to their approval, the Commission shall decommission any remaining monitoring points and other corrective action equipment and restore the surface of the Property affected by the decommissioning to substantially the same condition which existed prior to such decommissioning in accordance with the rules and regulations of IDEM or other applicable government authority.

9. Vapor Intrusion. The parties acknowledge that I&M has plans to construct on the Property a small structure to house controls for the electric substation that will be intermittently occupied. In the event that I&M's plans change and there will be a fully occupied structure built on the Property, the Commission will not be responsible for any vapor intrusion investigation or mitigation work associated with this development.

10. Incremental Cost of Handling Contaminated Soil or Groundwater during Construction Activities. The Commission agrees to reimburse I&M for the reasonable costs related to the movement, excavation, handling, storage, sampling, treatment and/or disposal of soil or groundwater at the Property contaminated with Hazardous Substances, removed from the Property or relocated on the Property in the course of pre-construction or construction activities of any improvements as necessary to comply with applicable Environmental Laws (the

“Incremental Costs”), but only to the extent such Incremental Costs would not be incurred by I&M for preconstruction or construction activities at another property which has no Environmental Conditions. The Commission shall have the right to review and approve any and all activities or plans that may result in such Incremental Costs in order to minimize such Incremental Costs, provided that if the Commission objects to any such activities, plans or Incremental Costs, the Commission shall propose an alternative that is consistent with: (a) Environmental Laws, and implementing regulations and guidance; and (b) I&M planned development and Permitted Use of Property. The Commission’s review of activities and plans that may result in Incremental Costs shall not exceed fifteen (15) business days and approval shall not be unreasonably withheld.

11. Access. I&M shall cooperate in allowing the Commission, as well as its respective agents and contractors, access to and use of the Property at all reasonable times to the extent reasonably required to undertake any investigation or remediation work contemplated in this Agreement including, but not limited to, any such work covered in Paragraph 3. Notwithstanding I&M’s obligation outlined in the preceding sentence, the Commission shall not seek access for investigation or remediation work, or for any other reason, inside the boundaries of the fenced electrical substation on the Property once construction of the substation is completed. This license to access the Property shall continue for as long as is necessary to complete the remediation. The Commission will provide I&M with reasonable prior notice of its access to the Property, will make every commercially reasonable effort to limit its access to the Property to avoid materially interfering with I&M conduct of its business operations on the Property, and will compensate I&M as set out below with respect to disruption. I&M will take reasonable actions to ensure that its agents, employees, contractors, and invitees are aware of the location of any monitoring wells or other remediation equipment in order to avoid damage thereto and potential exacerbation of the release of any Hazardous Substances.

Subject to the terms set out in this section, I&M shall not intentionally or unreasonably impair the Commission’s ability to comply with applicable Environmental Laws or to perform the investigation and Remediation Work. Subject to the terms set out in this section, I&M shall cooperate with and assist the Commission in obtaining any required approvals, consents, permits or related documents required for the performance of the investigation and Remediation Work. I&M shall coordinate with the Commission with respect to any construction activities conducted at the Property by I&M so as to minimize any interference with the investigation and Remediation Work.

12. Use. The Property may be used for an electrical substation, solar generation, industrial, commercial, office or warehousing activities (the “Permitted Use”). I&M agrees to accept those Engineering Controls and Institutional Controls, including but not limited to executing and recording deed restrictions for the Property, needed to accomplish the Remediation Objectives. I&M specifically agrees that the Property shall not be used for purposes or activities inconsistent with attaining and maintaining the Remediation Objectives. Without limiting the foregoing, I&M specifically agrees the Property shall not be used for residential activities or for activities inconsistent with the Permitted Use. Notwithstanding the foregoing, I&M may lease the Property to third-parties as long as lessee’s use is consistent with the Permitted Use.

I&M also specifically agrees not to extract or use groundwater under, in, or about the Property for any purpose other than Remediation Work, unless the Commission in its sole discretion consents in writing to such other use.

13. Sampling and Tests. I&M agrees that it shall not, directly or indirectly, either itself or through its agents, employees or contractors, conduct, order, or permit any sampling, tests or inspections of any kind relating to the possible presence of Hazardous Substances contamination of any soil, water, aquifer or other environmental media in, on, or under, or in the vicinity of the Property unless required by a governmental authority subject to applicable Environmental Law. In the event that I&M is required to do such sampling, test or inspection, it shall immediately give notice to the Commission. The Commission, in its sole discretion, shall either (i) permit I&M to perform such sampling, test, or inspection, with I&M providing split samples for independent analysis at the Commission's expense; or (ii) conduct the sampling, testing, or inspections, using such environmental consultant of the Commission's choice, and provide split samples for independent analysis at I&M expense. This paragraph notwithstanding, I&M may permit inspections in an emergency, but must notify the Commission in writing immediately after such inspections.

14. Assignment. This Agreement will bind all parties and their respective successors. Upon written notice to the Commission, I&M may assign its rights under this Environmental Agreement to any future interest holder in the property provided that:

- (i) The proposed assignee assumes in writing all the obligations of I&M under this Environmental Agreement; and
- (ii) Within thirty (30) days of receiving written notice of the proposed assignment the Commission does not reasonably object to the assignment.

15. No Third Party Benefit. This Environmental Agreement is not intended to inure to the benefit of any third party, against whom the Parties reserve any and all rights, claims and defenses.

16. Notices. All notices to be given under this Environmental Agreement shall be in writing and shall be deemed to have been given and served when delivered in person, the next business day after being sent, charges prepaid, by Federal Express, UPS or similar overnight carrier, or the second business day after depositing notice in the United States mail, postage pre-paid, in each case to the address set forth below or such other address as either party may have last specified by written notice to the other:

If to the Commission:

Scott Ford
Department of Community Investment
City of South Bend, Indiana
1400 County-City Bldg.
227 W. Jefferson Boulevard
South Bend, Indiana 46601

and

Corporation Counsel of South Bend, Indiana
1200 County-City Bldg.
South Bend, Indiana 46601

If to I&M:

Ken McDonough, Esq.
Assistant General Counsel - Real Estate
American Electric Power Service Corporation
One Riverside Plaza
Columbus, Ohio 43215

With a copy to:

Stephen L. Fink, Esq.
Barnes & Thornburg
600 One Summit Square
Fort Wayne, IN 46802

17. Multiple Counterparts. This Environmental Agreement may be executed in multiple counterparts, each of which shall be considered an original with counterparts signed by one party when combined with counterparts signed by other parties to this Environmental Agreement constituting an original contract.

18. Paragraph Headings. This Environmental Agreement shall be construed without reference to paragraph headings which are inserted only for convenience of reference.

19. Entire Agreement. This instrument contains the entire agreement of the parties relating to environmental investigation, remediation, and indemnification for the Property and supersedes all prior oral or written understandings, agreements or contracts, formal or informal, between the parties hereto pertaining to said subject.

20. Controlling Effect of This Agreement. To the extent that any provision in this Environmental Agreement conflicts with any provision in the I&M Purchase Agreement or any other agreement related to the purchase and sale of the Property described therein, this Environmental Agreement shall control.

IN WITNESS WHEREOF, the undersigned executed and delivered this Environmental Indemnity, Remediation, and Access Agreement on the date set forth below the name of each.

INDIANA MICHIGAN POWER COMPANY

By: _____
Paul Chodak III
Its President

Dated: February ____, 2015

City of South Bend, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission

By: _____
Marcia I. Jones
Its President

Dated: _____

ATTEST:

By: _____
Donald E. Inks
Its Secretary

Dated: _____

EXHIBIT A

**LOT NUMBERED FIVE (5) AS SHOWN ON THE RECORDED PLAT OF
OLIVER PLOW WORDS FIRST MAJOR-SECTION FOUR, RECORDED
JULY 30, 2014 AS INSTRUMENT NO. 1418412 IN THE OFFICE OF THE
RECORDER OF ST. JOSEPH COUNTY, INDIANA.**

Exhibit B

I&M Site Plan

Lot 5, Oliver Plow Park

1. Upon taking title to the property, Soil Boring Contractor to perform geo-technical site investigation for final Engineering. Sample locations, depths and scope of work will be provided to City Engineering department and office of Community Investment prior to investigation. I&M's Soil Boring Contractor will coordinate with the City for testing, removal, and disposal of sampling waste, if necessary. This will also include samples removed from site for laboratory testing for geotechnical purposes.
2. City of South Bend will ensure monitoring wells are removed/relocated from Station and T-Line Construction including 12S, 18D, 18S, and 10S prior to the end of the second quarter of 2015.
3. I&M to grade the site and stockpile all spoils outside the station footprint for the City testing, removal, and disposal (Fall 2015 to Spring 2016). Location will be west of the existing Transmission line and located outside of any identified "no excavation areas" designated in IDEM's Comfort Letter, see attached station design map for location of stockpiled soil. For the station footprint and required drainage swale grading - stripping all topsoil and cutting of the site will be to suitable subgrade. Depth to be determined from geotechnical report and site survey upon detailed engineering with the assumption of owner. Imported clean fill material will be provided to bring the station up to the final grade less the 5" stone cover. Drainage swale and station footprint grading is not anticipated to be located in the "no excavation areas".
4. I&M to excavate all foundations and stockpile all spoils outside the station footprint for the City testing, removal, and disposal (Fall 2015 to Spring 2016), see attached design map for location of stockpiled soil. Location will be west of the existing Transmission line and located outside of any identified no dig areas. Foundations will range from large spread foundations for the transformer at a depth of up to six feet below final grade. There will be multiple spread foundations in the station at depths of 4' or less from final grade. Drilled pier foundations will also be used in the station at depths up to 12' from final grade. Transmission line drilled foundations will be drilled shafts with a depth up to 28' from final grade, see Preliminary Foundations Planning, below.
5. All spoils from re-grading (required due to construction activities) and/or final grading will be stockpiled outside the station footprint on site for the City testing, removal, and disposal (Fall 2015 to Spring 2016). Location will be west of the existing Transmission line and located outside of the identified "no excavation areas," see attached station design map for location of stockpiled soil.
6. Surface water/run-off will be directed to the existing Oliver Plow storm water pond via drainage swales as coordinated with the City (Fall 2015 and continuous upon Operation/Maintenance of In-Serviced Facility). I&M anticipates that drainage swales should not intersect "no excavation areas".
7. During construction, any and all ground water pumped from foundation installations and/or well-points (required for grading/compaction purposes) will be collected/contained for the City testing, and removal, and disposal, if necessary. I&M will pump all groundwater to frack tanks supplied by the City for the City to dispose if necessary. If it is required that I&M hold surface water for offsite disposal when pumping from excavations etc. then it will be directed to the same frack tanks supplied by the City for the City to dispose.

8. I&M is in the process of reviewing with its environmental, Health, and Safety teams the PPE requirements and necessary training and/or certifications necessary for Contractors/Vendors/Employees who will be in direct contact with any soils on the subject site/property. I&M will follow the applicable environmental, health, and safety recommendations (Fall 2015 to Spring 2016).

Preliminary Foundations Planning

Referencing the attached station layout drawing and starting from the west side of the station at the existing Transmission line that runs North to South across the property I&M anticipates that the following foundation types will be required for the project (progressing from West to East):

1. At the T-line, there will be 2 to 6 drilled shaft foundations with a not-to-exceed depth of 28' below finish grade for steel transmission structure monopoles.
2. Foundations are planned for inside the station fence for structures that receive the T-line in/out of the station. These include 4-8 drilled shaft foundations with a not-to-exceed depth of 28' below finish grade.
3. East of the drilled shaft foundations described in 2., above, I&M plans to construct spread footer type foundations for the substation pad with a depth below finish grade of 4' and drilled pier foundations with a not-to-exceed depth of 12' below finish grade. Approximately 100 of these spread footer and pier foundations are planned for the substation pad.
4. The next foundations progressing eastward on the attached design are planned for the substation transformers. One to 3 large spread footer type mass foundations with not-to-exceed depth of 6' below finish grade are planned for this area.
5. Continuing eastward, the next foundations will be a series of spread footer type foundations for the substation pad with a depth below finish grade of 4' and drilled pier foundations with a not-to-exceed depth of 12' below finish grade. Approximately 80 footers of this type are planned.
6. The next set of foundations continuing eastward is planned for the control house modular building. The control house will sit on drilled pier foundations with a not-to-exceed depth of 12' below finish grade. The control house floor will be elevated off the ground surface and specifications have been provided to the Indiana Brownfields for approval in the Comfort Letter. There will be numerous spread footers around the building for auxiliary equipment and access platforms.
7. There will be a prefabricated trench system installed throughout the entire station for routing of control cables. This will require up to 4' of excavation depth to install and it typically includes a stone drainage layer with perforated drain tile in a filter fabric below the bottom of the trenches continuously and will drain to the Oliver Plow Park storm water pond.
8. There will be fence posts installed around the entire station perimeter that will be auger installed to a depth up 4'.
9. There will be a ground grid installed throughout the entire station with a spacing typically 20' x 20' depending on soil conditions and extending outside the station fence a minimum of 3'. This ground grid will be installed to standard depth of 10'X10' 3'-6".

EXHIBIT E

RETURN TO:
Stephen L. Fink
Barnes & Thornburg
600 One Summit Square
Fort Wayne, IN 46802

AUDITOR'S RECORD

Transfer No. _____
Taxing Unit _____
Date _____

MAIL TAX STATEMENTS TO:
Ken McDonough
Assistant General Counsel - Real Estate
American Electric Power Service
Corporation
One Riverside Plaza
Columbus, Ohio 43215
Property 1068 Oliver Plow Court
Address: South Bend, IN

Tax ID No.

LIMITED WARRANTY DEED

THE CITY OF SOUTH BEND, DEPARTMENT OF REDEVELOPMENT, by and through its governing body, the South Bend Redevelopment Commission, *the Grantor*

Conveys and warrants to:

INDIANA MICHIGAN POWER COMPANY, *the Grantee*

For and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the real estate located in St. Joseph County, in the State of Indiana, described on Exhibit A attached hereto (the "Real Property").

he Grantor herein and its successors shall warrant and defend the title to the real estate above-described to said Grantee, its successors and assigns, against the lawful claims and demands of all persons claiming by, through or under the said Grantor, but none other.

This conveyance is subject to: (i) all easements, highways, rights-of-way, covenants, conditions, restrictions and other matters of record; (ii) all current, non-delinquent real estate taxes and assessments payable post transfer date and thereafter; and (iii) all other matters disclosed in the Survey or matters that would be disclosed by a physical inspection of the Real Property.

Signed and dated this 12th day of February, 2015.

CITY OF SOUTH BEND, DEPARTMENT OF
REDEVELOPMENT, by and through its governing
body, the South Bend Redevelopment Commission

By: _____
Marcia I. Jones
Its President

STATE OF INDIANA)
) SS:
ST. JOSEPH COUNTY)

Before me, the undersigned, a Notary Public for and in said County and State this _____ day of February, 2015, personally appeared Marcia I. Jones, President of the CITY OF SOUTH BEND, DEPARTMENT OF REDEVELOPMENT, by and through its governing body, the South Bend Redevelopment Commission and acknowledged execution of the foregoing Limited Warranty Deed on behalf of said Commission and Department.

My Commission Expires:

_____, Notary Public
Residing in St. Joseph County

THIS INSTRUMENT PREPARED BY: Stephen L. Fink, Esq., Barnes & Thornburg LLP, 600 One Summit Square, Fort Wayne, IN 46802.

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 - Stephen L. Fink, Esq.

EXHIBIT A

LEGAL DESCRIPTION

LOT NUMBERED FIVE (5) AS SHOWN ON THE RECORDED PLAT OF OLIVER PLOW WORDS FIRST MAJOR-SECTION FOUR, RECORDED JULY 30, 2014 AS INSTRUMENT NO. 1418412 IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA.

ENVIRONMENTAL INDEMNITY, ACCESS, AND REMEDIATION AGREEMENT

THIS ENVIRONMENTAL INDEMNITY, REMEDIATION, AND ACCESS AGREEMENT (this "Environmental Agreement") is made and entered into by and between the City of South Bend, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission (referred to herein as the "Commission") and Indiana Michigan Power Company, an Indiana corporation ("I&M"), a unit of American Electric Power Company, Inc. ("AEP"), an electric utility holding company (I&M collectively with the Commission, the "Parties").

WHEREAS, the Commission and I&M have entered into that certain Contract for Purchase and Sale, dated February __, 2015 ("I&M's Purchase Agreement"), in which, subject to the terms and conditions set out therein, I&M has agreed to purchase and the Commission has agreed to sell certain real estate in the City of South Bend, St. Joseph County, Indiana, as more particularly described in **Exhibit A** attached hereto (the "Property");

WHEREAS, I&M obtained a Phase I Environmental Site Assessment (the "Phase I") and Phase I update listed in Exhibit C to the I&M Purchase Agreement that references publically available environmental reports commissioned by the Commission indicating that Environmental Conditions (as defined herein) exist at the Property including Hazardous Substances (as defined herein) in soil and groundwater at and/or under the Property.

WHEREAS, the Commission pursuant to a February 15, 2002 Voluntary Remediation Agreement ("VRA") with the Indiana Department of Environmental Management ("IDEM") has undertaken remediation of the Property through the IDEM's Voluntary Remediation Program ("VRP").

WHEREAS, Hazardous Substances remain in the soil and groundwater at and/or under the Property in excess of IDEM's applicable screening levels.

WHEREAS, I&M will be taking steps to qualify as a Bona Fide Prospective Purchaser ("BFPP") under CERCLA and other Environmental Laws (as defined herein) and intends to apply for a "comfort letter" from the Indiana Finance Authority's Brownfields Office (the "Brownfields Office") that details I&M liability protection for Existing Environmental Conditions (as defined herein) at the Property and the "continuing obligations" I&M must satisfy to maintain its BFPP liability protections under CERCLA and other Environmental Laws (the "Comfort Letter"); and

WHEREAS, the Commission and I&M each wish to conclude the sale of the Property from the Commission to I&M as contemplated by the I&M Purchase Agreement, and the entry into this Environmental Agreement is a condition to the obligations of the Parties to conclude that sale.

NOW, THEREFORE, for and in good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. The following definitions will apply to the listed terms wherever they appear in this Environmental Agreement. Moreover, each defined term stated in a singular

form or plural form shall include the other. Each defined term stated in a masculine form or feminine form shall include the other. Capitalized terms not defined in this Paragraph 1 shall have the same meaning as defined elsewhere in the Environmental Agreement.

- a. "Certificate of Completion" means the certification by the commissioner of IDEM in accordance with and pursuant to IC 13-25-5-16 and the VRA.
- b. "Claim" means any and all claims, third party claims, causes of action, lawsuits, cross-claims, counterclaims, obligations, liabilities, rights, demands (including letter-demands, notices, or inquiries from any person or government agency), penalties, assessments, losses, damages, requests, suits, lawsuits, costs (including attorneys' fees and expenses), interest of any kind, actions, administrative proceedings, criminal proceedings, or orders, of whatever nature, character, type of description, whenever and however occurring, whether at law or in equity, and whether sounding in tort or contract, or any statutory, regulatory, or common law claim or remedy of any type, including strict liability, arising directly or indirectly, in whole or in part, from any action an individual or entity may take against a person to recover the individual's or entity's costs for the investigation or remediation of the Property or to compel or enjoin a person to investigate or remediate the Property.
- c. "Engineering Controls" shall mean Remediation Work taken to contain or control Environmental Conditions or exposure to Environmental Conditions at, on, or under the Property, including, but not limited to maintaining impervious caps over portions of the Property.
- d. "Environmental Conditions" means the actual, alleged, or threatened, presence, discharge, dispersal, release, escape, migration, seepage or abandonment of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to, Hazardous Substances as defined below, vapors, soot, fumes, acids, alkalis, toxic chemicals, waste materials, including medical infectious and pathological waste, low level radioactive waste and material, microbial matter at, on or under the Property, the atmosphere or any watercourse, body of water or groundwater, or any Hazardous Substances that have migrated or are migrating or that have emanated or are emanating from the Property in the air, surface water or groundwater.
- e. "Environmental Law" shall mean, as amended and as now in effect, any and all federal, state, local, and foreign statutes, regulations, ordinances, and other provisions having the force or effect of law, all judicial and administrative orders and determinations, requirements of the Comfort Letter, all judicial and administrative orders and determinations, all contractual obligations, and all common law concerning public health and safety (including without limitation, tort or "toxic tort" law), worker health and safety, pollution, or protection of the environment, including, without

limitation, all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control, or cleanup of any hazardous materials, substances, or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, noise, or radiation.

- f. “Hazardous Substance” means, without limitation, any substance, chemical, material or waste, whether solid, liquid, gaseous or thermal, (i) the presence of which causes a nuisance or trespass of any kind; (ii) which is regulated by any Environmental Law as defined herein because of its toxic, flammable, corrosive, reactive, carcinogenic, mutagenic, infectious, radioactive, or other hazardous property or because of its effect on the environment, natural resources or human health and safety, including, but not limited to, petroleum and petroleum products, polychlorinated biphenyls, tetrachloroethylene, trichloroethylene, trichloroethane and other chlorinated industrial solvents, and volatile organic compounds; or (iii) which is designated, classified, or regulated as being a hazardous or toxic substance, material, pollutant, waste (or a similar such designation) under any federal, state or local law, regulation or ordinance, including under any Environmental Law such as the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. §9601 *et seq.*), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. §11001 *et seq.*), the Hazardous Substances Transportation Act (49 U.S.C. §1801 *et seq.*), or the Clean Air Act (42 U.S.C. §7401 *et seq.*), or Indiana Environmental Legal Action statute (I.C. § 13-30-0, *et seq.*).
- g. “Institutional Controls” shall mean Remediation Work taken to restrict access to, or use of, the Property, including but not limited to deed restrictions.
- h. “Remediation Objectives” shall mean the receipt of a Certificate of Completion, or other equivalent approval, from IDEM, finding that Remediation Work at the Property has been satisfactorily completed to the least stringent standard that allows the Permitted Use (as defined in Paragraph 12).
- i. “Remediation Work” shall mean any and all actions needed under the VRA and VRP or otherwise to accomplish the Remediation Objectives as defined herein or elsewhere, including: (i) investigations of Environmental Conditions, such as but not limited to assessments, risk assessments, remedial investigations, sampling, testing, monitoring or the installation or closure of monitoring wells; and (ii) actions taken to address Environmental Conditions, such as, but not limited to, removal or remedial actions to address Environmental Conditions, installation and use of sumps, trenches, barriers or other systems for long term treatment or

control of soils, surface water or groundwater, and deed and/or other use restrictions or Institutional or Engineering Controls, as defined herein, imposed on the Property to address Environmental Conditions.

- j. "EPA" means the United States Environmental Protection Agency, and any successor agency of the United States government.
- k. "VRA" means that certain Voluntary Remediation Agreement dated February 15, 2002 between the Commission and IDEM with respect to the Property in accordance with the Indiana Voluntary Remediation Program pursuant to Indiana Code 13-25-5 ("VRP").

2. Existing Environmental Conditions. The Parties acknowledge that there are certain Hazardous Substances on, at, or under the Property which are in excess of the Indiana Department of Environmental Management's ("IDEM") clean-up criteria or screening levels ("Existing Environmental Conditions"), including that described in the Phase I and environmental reports conducted on behalf of the Commission as part of the VRP investigation and/or remediation at the Property. The Commission acknowledges that it has received the Phase I and represents hereby that it has no knowledge of information that would render the Phase I materially incomplete or inaccurate.

3. Current Remediation Efforts. The Commission continues to remediate the Existing Environmental Conditions under the oversight of IDEM pursuant to the VRA.

4. The Commission's Indemnification. The Commission agrees to release, indemnify and hold harmless I&M, AEP, any entity in which I&M or AEP has a controlling interest or under common control with I&M or AEP, and their respective shareholders, directors, officers, agents, employees, and any assignees under Paragraph 12 of this Agreement, against and with respect to any and all Claims asserted against any of them pursuant to Environmental Laws in connection with or relating to the Existing Environmental Conditions described in Paragraph 2 above, or any other Environmental Condition, known or unknown, existing, arising or occurring on or prior to the date of this Environmental Agreement by (i) any unrelated third party or (ii) IDEM or the EPA.

5. I&M Indemnification. Subject to the terms of this Environmental Agreement, I&M agrees to release, indemnify and hold harmless the Commission and any subdivision or agency thereof, including any public officials, directors, officers, agents, employees, and any assignees under Paragraph 12 of this Agreement, against and with respect to any and all Claims which may be asserted against any of them pursuant to Environmental Laws in connection with or relating to (i) any Environmental Conditions (including but not limited to the release of Hazardous Substances) not existing on the date of this Environmental Agreement, but rather occurring after the date of this Environmental Agreement, or (ii) any exacerbation by I&M or its directors, officers, agents, employees, contractors, invitees, and any assignees under Paragraph 12 of any Environmental Condition covered by the Commission's Indemnification under Paragraph 4. For purposes of this Agreement, construction activities as generally described in the Site Plan attached hereto as **Exhibit B** or as otherwise necessary to develop the Property for the uses described in Paragraph 12 shall not be considered "exacerbation by I&M" that triggers

I&M indemnity obligations referenced in subsection (ii) of this paragraph or relieves the Commission of its indemnity obligations under Paragraph 4 above. Plans for any construction activities involving excavation, grading or disturbance of soils must be submitted to the City of South Bend Engineering Department with a copy to the Department of Community Investment for review and comment to ensure that I&M will minimize any interference with the investigation and Remediation Work, as required under Paragraph 11 of this Agreement. I&M shall incorporate all reasonable comments from the City that pertain to the Remediation Work into its plans. If the Engineering Department does not respond to I&M's submission of plans of construction activities within 15 days from receipt, such construction activities shall be deemed acceptable without comment.

6. Claims. Each indemnified party (the "Indemnitee") shall give the indemnifying party (the "Indemnitor") prompt written notice of any Claim asserted against one or more of the indemnified persons or entities under Paragraphs 4 and 5 which may give rise to a claim of indemnification under this Environmental Agreement. If the Claim is covered by Paragraphs 4 or 5, the Indemnitor shall undertake the defense of such claim, demand, action, controversy or suit by counsel of its choosing (reasonably satisfactory to the Indemnitee) at its sole cost and expense. The Indemnitee shall give the Indemnitor and its counsel reasonable assistance and cooperation with respect to such defense. The Indemnitor shall not be obligated to pay any legal or defense costs for Claims not covered by its respective indemnity.

If investigative or remedial work is required to resolve any Claim covered by Paragraphs 4 or 5, the Indemnitor shall have the right to select the environmental consultant and shall pay for such work at its sole cost and expense. The Indemnitor shall not be obligated to pay any costs for investigative or remedial work not covered by its respective indemnity.

If the Indemnitor, within thirty (30) days after notice of any Claim covered by Paragraphs 4 or 5, fails to undertake a defense, the Indemnitee shall have the right to undertake a defense, including compromise or settlement thereof with counsel of their choosing, and to select an environmental consultant to perform environmental investigation and remediation work required to address such Claim by an applicable government authority. The Indemnitor shall be responsible for reimbursing the Indemnitee for reasonable legal fees and Environmental Costs. The Indemnitor shall retain the right to assume such defense and environmental work, with legal counsel and an environmental contractor of its choosing (reasonably satisfactory to the Indemnitee). Except as provided in this Paragraph 6, the Indemnitee shall not hire any legal counsel or environmental consultant to address any Claim covered by Paragraphs 4 or 5, unless it is at the Indemnitee's sole cost and expense.

7. Expiration of Indemnity. The cross-indemnifications set forth in Paragraphs 4 and 5 above shall automatically expire on the later of the following (i) the date that is 10 years from the date of this Environmental Agreement; or 2) the date on which the Commission completes the Remediation according to the terms of Paragraph 8 below. In the event that the cross-indemnifications set forth in Paragraphs 4 and 5 have not terminated pursuant to the foregoing sentence by the date that is 20 years from the date of this Environmental Agreement, then the cross-indemnifications will terminate on the date that is 20 years from the date of this Environmental Agreement. Notwithstanding any other terms in this Environmental Agreement,

under no circumstances will the cross-indemnifications set forth in Paragraphs 4 and 5 continue more than 20 years from the date of this Environmental Agreement.

8. Remediation. The Commission agrees to promptly perform (or cause to be performed) the environmental investigations and corrective actions necessary to complete Remediation of all Environmental Conditions at the Property to the extent required by the IDEM and any other governmental authorities with jurisdiction over the Hazardous Substances and contamination at the Property. As used herein, "Remediation" means (i) performing environmental property assessment activities (which may include taking soil borings and the installation, sampling and maintaining of groundwater monitoring wells and/or other monitoring points and related activities) on the Property to complete an assessment of the Property as required by IDEM or other governmental authorities or any court of competent jurisdiction; (ii) performing corrective action to promptly remediate such Hazardous Substances consistent with the rules, regulations and requirements of IDEM or other governmental authorities or any court of competent jurisdiction to achieve the Remedial Objectives at the Property.

Any such Remediation shall be considered complete, and the Remediation Objective satisfied, upon the issuance of a Certificate of Completion from IDEM, together with a covenant not to sue from IDEM, which runs with the land and addresses all Environmental Conditions referenced in the VRA. Notwithstanding the foregoing, if extenuating circumstances arise, the Commission may seek transfer of oversight of the Remediation from IDEM's VRP to IDEM's "State Clean-up Program" or equivalent with written consent of I&M not unreasonably withheld. If the Remediation is so transferred to IDEM's "State Cleanup Program" with I&M consent and IDEM approval, the Remediation shall be considered complete upon the issuance of a letter from IDEM stating that Environmental Conditions at the Property do not pose a danger to human health or the environment and no further action is necessary concerning the Property (a "NFA Letter").

Upon termination of the Remediation, and any subsequent conditions required by IDEM as a condition to their approval, the Commission shall decommission any remaining monitoring points and other corrective action equipment and restore the surface of the Property affected by the decommissioning to substantially the same condition which existed prior to such decommissioning in accordance with the rules and regulations of IDEM or other applicable government authority.

9. Vapor Intrusion. The parties acknowledge that I&M has plans to construct on the Property a small structure to house controls for the electric substation that will be intermittently occupied. In the event that I&M's plans change and there will be a fully occupied structure built on the Property, the Commission will not be responsible for any vapor intrusion investigation or mitigation work associated with this development.

10. Incremental Cost of Handling Contaminated Soil or Groundwater during Construction Activities. The Commission agrees to reimburse I&M for the reasonable costs related to the movement, excavation, handling, storage, sampling, treatment and/or disposal of soil or groundwater at the Property contaminated with Hazardous Substances, removed from the Property or relocated on the Property in the course of pre-construction or construction activities of any improvements as necessary to comply with applicable Environmental Laws (the

“Incremental Costs”), but only to the extent such Incremental Costs would not be incurred by I&M for preconstruction or construction activities at another property which has no Environmental Conditions. The Commission shall have the right to review and approve any and all activities or plans that may result in such Incremental Costs in order to minimize such Incremental Costs, provided that if the Commission objects to any such activities, plans or Incremental Costs, the Commission shall propose an alternative that is consistent with: (a) Environmental Laws, and implementing regulations and guidance; and (b) I&M planned development and Permitted Use of Property. The Commission’s review of activities and plans that may result in Incremental Costs shall not exceed fifteen (15) business days and approval shall not be unreasonably withheld.

11. Access. I&M shall cooperate in allowing the Commission, as well as its respective agents and contractors, access to and use of the Property at all reasonable times to the extent reasonably required to undertake any investigation or remediation work contemplated in this Agreement including, but not limited to, any such work covered in Paragraph 3. Notwithstanding I&M’s obligation outlined in the preceding sentence, the Commission shall not seek access for investigation or remediation work, or for any other reason, inside the boundaries of the fenced electrical substation on the Property once construction of the substation is completed. This license to access the Property shall continue for as long as is necessary to complete the remediation. The Commission will provide I&M with reasonable prior notice of its access to the Property, will make every commercially reasonable effort to limit its access to the Property to avoid materially interfering with I&M conduct of its business operations on the Property, and will compensate I&M as set out below with respect to disruption. I&M will take reasonable actions to ensure that its agents, employees, contractors, and invitees are aware of the location of any monitoring wells or other remediation equipment in order to avoid damage thereto and potential exacerbation of the release of any Hazardous Substances.

Subject to the terms set out in this section, I&M shall not intentionally or unreasonably impair the Commission’s ability to comply with applicable Environmental Laws or to perform the investigation and Remediation Work. Subject to the terms set out in this section, I&M shall cooperate with and assist the Commission in obtaining any required approvals, consents, permits or related documents required for the performance of the investigation and Remediation Work. I&M shall coordinate with the Commission with respect to any construction activities conducted at the Property by I&M so as to minimize any interference with the investigation and Remediation Work.

12. Use. The Property may be used for an electrical substation, solar generation, industrial, commercial, office or warehousing activities (the “Permitted Use”). I&M agrees to accept those Engineering Controls and Institutional Controls, including but not limited to executing and recording deed restrictions for the Property, needed to accomplish the Remediation Objectives. I&M specifically agrees that the Property shall not be used for purposes or activities inconsistent with attaining and maintaining the Remediation Objectives. Without limiting the foregoing, I&M specifically agrees the Property shall not be used for residential activities or for activities inconsistent with the Permitted Use. Notwithstanding the foregoing, I&M may lease the Property to third-parties as long as lessee’s use is consistent with the Permitted Use.

I&M also specifically agrees not to extract or use groundwater under, in, or about the Property for any purpose other than Remediation Work, unless the Commission in its sole discretion consents in writing to such other use.

13. Sampling and Tests. I&M agrees that it shall not, directly or indirectly, either itself or through its agents, employees or contractors, conduct, order, or permit any sampling, tests or inspections of any kind relating to the possible presence of Hazardous Substances contamination of any soil, water, aquifer or other environmental media in, on, or under, or in the vicinity of the Property unless required by a governmental authority subject to applicable Environmental Law. In the event that I&M is required to do such sampling, test or inspection, it shall immediately give notice to the Commission. The Commission, in its sole discretion, shall either (i) permit I&M to perform such sampling, test, or inspection, with I&M providing split samples for independent analysis at the Commission's expense; or (ii) conduct the sampling, testing, or inspections, using such environmental consultant of the Commission's choice, and provide split samples for independent analysis at I&M expense. This paragraph notwithstanding, I&M may permit inspections in an emergency, but must notify the Commission in writing immediately after such inspections.

14. Assignment. This Agreement will bind all parties and their respective successors. Upon written notice to the Commission, I&M may assign its rights under this Environmental Agreement to any future interest holder in the property provided that:

- (i) The proposed assignee assumes in writing all the obligations of I&M under this Environmental Agreement; and
- (ii) Within thirty (30) days of receiving written notice of the proposed assignment the Commission does not reasonably object to the assignment.

15. No Third Party Benefit. This Environmental Agreement is not intended to inure to the benefit of any third party, against whom the Parties reserve any and all rights, claims and defenses.

16. Notices. All notices to be given under this Environmental Agreement shall be in writing and shall be deemed to have been given and served when delivered in person, the next business day after being sent, charges prepaid, by Federal Express, UPS or similar overnight carrier, or the second business day after depositing notice in the United States mail, postage prepaid, in each case to the address set forth below or such other address as either party may have last specified by written notice to the other:

If to the Commission:

Scott Ford
Department of Community Investment
City of South Bend, Indiana
1400 County-City Bldg.
227 W. Jefferson Boulevard
South Bend, Indiana 46601

and

Corporation Counsel of South Bend, Indiana
1200 County-City Bldg.
South Bend, Indiana 46601

If to I&M:

Ken McDonough, Esq.
Assistant General Counsel - Real Estate
American Electric Power Service Corporation
One Riverside Plaza
Columbus, Ohio 43215

With a copy to:

Stephen L. Fink, Esq.
Barnes & Thornburg
600 One Summit Square
Fort Wayne, IN 46802

17. Multiple Counterparts. This Environmental Agreement may be executed in multiple counterparts, each of which shall be considered an original with counterparts signed by one party when combined with counterparts signed by other parties to this Environmental Agreement constituting an original contract.

18. Paragraph Headings. This Environmental Agreement shall be construed without reference to paragraph headings which are inserted only for convenience of reference.

19. Entire Agreement. This instrument contains the entire agreement of the parties relating to environmental investigation, remediation, and indemnification for the Property and supersedes all prior oral or written understandings, agreements or contracts, formal or informal, between the parties hereto pertaining to said subject.

20. Controlling Effect of This Agreement. To the extent that any provision in this Environmental Agreement conflicts with any provision in the I&M Purchase Agreement or any other agreement related to the purchase and sale of the Property described therein, this Environmental Agreement shall control.

IN WITNESS WHEREOF, the undersigned executed and delivered this Environmental Indemnity, Remediation, and Access Agreement on the date set forth below the name of each.

INDIANA MICHIGAN POWER COMPANY

By: _____
Paul Chodak III
Its President

Dated: February ____, 2015

City of South Bend, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission

By: _____
Marcia I. Jones
Its President

Dated: _____

ATTEST:

By: _____
Donald E. Inks
Its Secretary

Dated: _____

EXHIBIT A

**LOT NUMBERED FIVE (5) AS SHOWN ON THE RECORDED PLAT OF
OLIVER PLOW WORDS FIRST MAJOR-SECTION FOUR, RECORDED
JULY 30, 2014 AS INSTRUMENT NO. 1418412 IN THE OFFICE OF THE
RECORDER OF ST. JOSEPH COUNTY, INDIANA.**

Exhibit B

I&M Site Plan

Lot 5, Oliver Plow Park

1. Upon taking title to the property, Soil Boring Contractor to perform geo-technical site investigation for final Engineering. Sample locations, depths and scope of work will be provided to City Engineering department and office of Community Investment prior to investigation. I&M's Soil Boring Contractor will coordinate with the City for testing, removal, and disposal of sampling waste, if necessary. This will also include samples removed from site for laboratory testing for geotechnical purposes.
2. City of South Bend will ensure monitoring wells are removed/relocated from Station and T-Line Construction including 12S, 18D, 18S, and 10S prior to the end of the second quarter of 2015.
3. I&M to grade the site and stockpile all spoils outside the station footprint for the City testing, removal, and disposal (Fall 2015 to Spring 2016). Location will be west of the existing Transmission line and located outside of any identified "no excavation areas" designated in IDEM's Comfort Letter, see attached station design map for location of stockpiled soil. For the station footprint and required drainage swale grading - stripping all topsoil and cutting of the site will be to suitable subgrade. Depth to be determined from geotechnical report and site survey upon detailed engineering with the assumption of owner. Imported clean fill material will be provided to bring the station up to the final grade less the 5" stone cover. Drainage swale and station footprint grading is not anticipated to be located in the "no excavation areas".
4. I&M to excavate all foundations and stockpile all spoils outside the station footprint for the City testing, removal, and disposal (Fall 2015 to Spring 2016), see attached design map for location of stockpiled soil. Location will be west of the existing Transmission line and located outside of any identified no dig areas. Foundations will range from large spread foundations for the transformer at a depth of up to six feet below final grade. There will be multiple spread foundations in the station at depths of 4' or less from final grade. Drilled pier foundations will also be used in the station at depths up to 12' from final grade. Transmission line drilled foundations will be drilled shafts with a depth up to 28' from final grade, see Preliminary Foundations Planning, below.
5. All spoils from re-grading (required due to construction activities) and/or final grading will be stockpiled outside the station footprint on site for the City testing, removal, and disposal (Fall 2015 to Spring 2016). Location will be west of the existing Transmission line and located outside of the identified "no excavation areas," see attached station design map for location of stockpiled soil.
6. Surface water/run-off will be directed to the existing Oliver Plow storm water pond via drainage swales as coordinated with the City (Fall 2015 and continuous upon Operation/Maintenance of In-Serviced Facility). I&M anticipates that drainage swales should not intersect "no excavation areas".
7. During construction, any and all ground water pumped from foundation installations and/or well-points (required for grading/compaction purposes) will be collected/contained for the City testing, and removal, and disposal, if necessary. I&M will pump all groundwater to frack tanks supplied by the City for the City to dispose if necessary. If it is required that I&M hold surface water for offsite disposal when pumping from excavations etc. then it will be directed to the same frack tanks supplied by the City for the City to dispose.

8. I&M is in the process of reviewing with its environmental, Health, and Safety teams the PPE requirements and necessary training and/or certifications necessary for Contractors/Vendors/Employees who will be in direct contact with any soils on the subject site/property. I&M will follow the applicable environmental, health, and safety recommendations (Fall 2015 to Spring 2016).

Preliminary Foundations Planning

Referencing the attached station layout drawing and starting from the west side of the station at the existing Transmission line that runs North to South across the property I&M anticipates that the following foundation types will be required for the project (progressing from West to East):

1. At the T-line, there will be 2 to 6 drilled shaft foundations with a not-to-exceed depth of 28' below finish grade for steel transmission structure monopoles.
2. Foundations are planned for inside the station fence for structures that receive the T-line in/out of the station. These include 4-8 drilled shaft foundations with a not-to-exceed depth of 28' below finish grade.
3. East of the drilled shaft foundations described in 2., above, I&M plans to construct spread footer type foundations for the substation pad with a depth below finish grade of 4' and drilled pier foundations with a not-to-exceed depth of 12' below finish grade. Approximately 100 of these spread footer and pier foundations are planned for the substation pad.
4. The next foundations progressing eastward on the attached design are planned for the substation transformers. One to 3 large spread footer type mass foundations with not-to-exceed depth of 6' below finish grade are planned for this area.
5. Continuing eastward, the next foundations will be a series of spread footer type foundations for the substation pad with a depth below finish grade of 4' and drilled pier foundations with a not-to-exceed depth of 12' below finish grade. Approximately 80 footers of this type are planned.
6. The next set of foundations continuing eastward is planned for the control house modular building. The control house will sit on drilled pier foundations with a not-to-exceed depth of 12' below finish grade. The control house floor will be elevated off the ground surface and specifications have been provided to the Indiana Brownfields for approval in the Comfort Letter. There will be numerous spread footers around the building for auxiliary equipment and access platforms.
7. There will be a prefabricated trench system installed throughout the entire station for routing of control cables. This will require up to 4' of excavation depth to install and it typically includes a stone drainage layer with perforated drain tile in a filter fabric below the bottom of the trenches continuously and will drain to the Oliver Plow Park storm water pond.
8. There will be fence posts installed around the entire station perimeter that will be auger installed to a depth up 4'.
9. There will be a ground grid installed throughout the entire station with a spacing typically 20' x 20' depending on soil conditions and extending outside the station fence a minimum of 3'. This ground grid will be installed to standard depth of 10'X10' 3'-6".

RETURN TO:
Stephen L. Fink
Barnes & Thornburg
600 One Summit Square
Fort Wayne, IN 46802

AUDITOR'S RECORD

Transfer No. _____
Taxing Unit _____
Date _____

MAIL TAX STATEMENTS TO:
Ken McDonough
Assistant General Counsel - Real Estate
American Electric Power Service
Corporation
One Riverside Plaza
Columbus, Ohio 43215
Property 1068 Oliver Plow Court
Address: South Bend, IN

Tax ID No.

LIMITED WARRANTY DEED

THE CITY OF SOUTH BEND, DEPARTMENT OF REDEVELOPMENT, by and through its governing body, the South Bend Redevelopment Commission, *the Grantor*

Conveys and warrants to:

INDIANA MICHIGAN POWER COMPANY, *the Grantee*

For and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the real estate located in St. Joseph County, in the State of Indiana, described on Exhibit A attached hereto (the "Real Property").

he Grantor herein and its successors shall warrant and defend the title to the real estate above-described to said Grantee, its successors and assigns, against the lawful claims and demands of all persons claiming by, through or under the said Grantor, but none other.

This conveyance is subject to: (i) all easements, highways, rights-of-way, covenants, conditions, restrictions and other matters of record; (ii) all current, non-delinquent real estate taxes and assessments payable post transfer date and thereafter; and (iii) all other matters disclosed in the Survey or matters that would be disclosed by a physical inspection of the Real Property.

Signed and dated this 12th day of February, 2015.

CITY OF SOUTH BEND, DEPARTMENT OF
REDEVELOPMENT, by and through its governing
body, the South Bend Redevelopment Commission

By: _____
Marcia I. Jones
Its President

STATE OF INDIANA)
) SS:
ST. JOSEPH COUNTY)

Before me, the undersigned, a Notary Public for and in said County and State this _____ day of February, 2015, personally appeared Marcia I. Jones, President of the CITY OF SOUTH BEND, DEPARTMENT OF REDEVELOPMENT, by and through its governing body, the South Bend Redevelopment Commission and acknowledged execution of the foregoing Limited Warranty Deed on behalf of said Commission and Department.

My Commission Expires:

_____, Notary Public
Residing in St. Joseph County

THIS INSTRUMENT PREPARED BY: Stephen L. Fink, Esq., Barnes & Thornburg LLP, 600 One Summit Square, Fort Wayne, IN 46802.

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 - Stephen L. Fink, Esq.

EXHIBIT A

LEGAL DESCRIPTION

LOT NUMBERED FIVE (5) AS SHOWN ON THE RECORDED PLAT OF OLIVER PLOW WORDS FIRST MAJOR-SECTION FOUR, RECORDED JULY 30, 2014 AS INSTRUMENT NO. 1418412 IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA.