



Cross Reference: Easement for Ingress and Egress recorded July 21, 2003 as Instrument Number 2003020340 and Surveyors Affidavits recorded July 3, 2013 as Instrument Nos. 2013011712 through 2013011715, benefitting real estate described in the Corporate Warranty Deed recorded July 21, 2003, as Instrument No. 2003020338, as corrected by Surveyors Affidavit recorded July 3, 2013 as Instrument No. 2013011711, all in the Office of the Recorder of Monroe County, Indiana.

AMENDMENT TO EASEMENT

THIS AMENDMENT TO EASEMENT (the "Amendment"), is made this 25th day of September, 2013, by and between Sycamore Land Trust, Inc., an Indiana nonprofit corporation, ("SLT"), CBS/Westinghouse of PA Inc., a Delaware corporation formerly known as Viacom/Westinghouse of PA Inc. ("C/W") and CBS Corporation, a Delaware corporation ("CBS").

RECITALS:

WHEREAS, SLT is the owner, as successor in interest to Taylor Farm, of certain real property (the "SLT Parcels") which are described in and subject to that certain Easement for Ingress and Egress dated June 25, 2003 and recorded on July 21, 2003 as Instrument Number 2003020340, as the same has been corrected by Surveyors Affidavits recorded July 3, 2013 as Instrument Nos. 2013011712 through 2013011715, all in the Office of the Recorder of Monroe County, Indiana (the "Easement");

WHEREAS, C/W is the owner of certain real property adjacent to SLT Parcel, described in that certain Corporate Warranty Deed dated June 25, 2003 and recorded on July 21, 2003, as Instrument No. 2003020338, as corrected by Surveyors Affidavit recorded July 3, 2013 as Instrument No. 2013011711, each in the Office of the Recorder of Monroe County Indiana, which is benefited by the Easement (the "Benefitted Property");

WHEREAS, C/W and SLT desire to confirm C/W has a drainage easement across the real estate described on Exhibit C to the Easement, as corrected by the Surveyors Affidavit recorded as Instrument No. 2013011713 (and as depicted in the corrected drawing attached to the Surveyors Affidavit recorded as Instrument No. 2013011715) (said Exhibit C, as so corrected, is hereafter referred to as "Corrected Exhibit C");

WHEREAS, SLT has entered into certain Environmental Restrictive Covenants of even date herewith and to be recorded concurrently with this Amendment (the "ERCs") that impose certain restrictions on the SLT Parcels, including the portions thereof subject to the Easement, and grants certain rights, including rights of access, to CBS, the U.S. Environmental Protection Agency ("EPA"), and the Indiana Department of Environmental Management ("IDEM") and CBS, EPA and IDEM are third party beneficiaries of the agreements contained in this Amendment as provided herein;

WHEREAS, SLT desires that CBS have the same rights of ingress and egress over and across portions of the SLT Parcels as C/W has pursuant to the Easement; and

WHEREAS, SLT, C/W and CBS desire to further amend the Easement to confirm and provide that C/W and CBS shall have the perpetual, exclusive right and easement through and across the SLT Parcels for the purpose of inspecting, installing, maintaining, repairing, or replacing a fence surrounding

the land (the "Restricted Fenceline Area") described on Exhibit E to the Easement, as corrected by the Surveyor's Affidavit recorded as Instrument No 2013011714 (and as depicted in the corrected drawing attached to the Surveyors Affidavit recorded as Instrument No. 2013011715).

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SLT, C/W and CBS hereby agree that:

1. SLT hereby grants and conveys to C/W a perpetual, non-exclusive, appurtenant easement in, under, over and across the real estate described on Corrected Exhibit C for storm water drainage, detention and retention and for the installation, maintenance, repair and replacement of such drainage facilities, including but not limited to drainage ditches, storm sewer lines, manholes, pipes and appurtenance ("Facilities") as may be required to accommodate the drainage requirements of the Benefitted Property. Unless approved in writing by CBS and EPA, there shall be no damage to, removal of, or interference with such drainage, detention or retention or any Facilities.

2. SLT hereby grants and conveys to CBS a perpetual, non-exclusive easement for ingress and egress over and across (i) the real estate described on Exhibit B to the Easement, as corrected by the Surveyors Affidavit recorded as Instrument Nos. 2013011712 (and as depicted in the corrected drawing attached to the Surveyors Affidavit recorded as Instrument No. 2013011715) and (ii) the Restricted Fenceline Area.

3. SLT hereby grants and conveys to C/W and CBS a perpetual, exclusive right and easement for access across the SLT Parcels to the Restricted Fenceline Area for the purpose of inspecting, installing, maintaining, repairing, or replacing a fence surrounding the Restricted Fenceline Area.

4. This Easement, as amended by this Amendment, may not be further amended and modified or terminated without EPA's, IDEM's and CBS's prior written approval in accordance with the notice and modification procedures set forth in the ERCs.

5. Except as modified by this Amendment, the Easement, and all of the terms and conditions thereof, shall remain in full force and effect. The easements and the terms and conditions stated herein shall be appurtenant to, imposed upon, and run with the Benefitted Property and the SLT Parcels and shall be binding upon SLT and its successors and assigns and inure to the benefit of C/W, CBS and the owners of all or any portion of the Benefitted Property from time to time and their respective mortgagees, tenants, successors in interest, assignees and any other person who has or acquires an interest in all or any part of the Benefitted Property and their respective successors and assigns. Nothing herein shall be deemed to limit or otherwise affect any of the covenants, restrictions and rights set forth in the ERCs.

6. Each of the individuals signing this Amendment on behalf of an entity hereby represents and warrants that he or she is duly authorized to sign this Amendment on behalf of that entity, that any and all conditions to the execution of the Amendment or to the effectiveness of the signing (e.g., and without limitation, any resolutions, meetings, or votes along with the consents or approvals of any third party which may be required to make this Amendment fully effective) have been satisfied, and that, upon execution of this Amendment by all parties' signatories, the respective entity on whose behalf they are signing shall be bound by the terms and conditions of this Amendment.

7. This Amendment may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, SLT, C/W and CBS have caused this Amendment to be executed as of the day and year first above written.

[Signature Pages Follow]

SYCAMORE LAND TRUST, INC.,
an Indiana nonprofit corporation

By: Christian Freitag
Christian Freitag, Executive Director
(printed name and title)

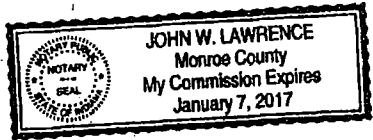
STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Christian Freitag, the Executive Director of Sycamore Land Trust, Inc., an Indiana nonprofit corporation, and acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 25th day of September, 2013.

My Commission Expires:
1/7/2017

John W. Lawrence
John W. Lawrence, Notary Public
residing in Monroe County, Indiana



CBS/WESTINGHOUSE OF PA INC.,
a Delaware corporation

By: 
Signed

Eric J. Sobczak

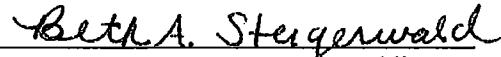
Its: VP & Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

Before me, a Notary Public in and for said County and State, personally appeared Eric J. Sobczak, the VP & Assistant Secy of CBS/Westinghouse of PA Inc., a Delaware corporation, and acknowledged the execution of the foregoing for and on behalf of said entity.

Witness my hand and Notarial Seal this 26th day of September, 2013.

My Commission Expires:
2.4.2015


_____, Notary Public
residing in _____ Allegheny County,
Pennsylvania

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Beth A. Steigerwald, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Feb. 4, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

CBS CORPORATION, a Delaware corporation

By:

Signed

Printed Name

Its:

Title

[Handwritten Signature]
Kenneth J Cooper

Senior Vice President - Administration

STATE OF New York)
) SS:
COUNTY OF New York)

Before me, a Notary Public in and for said County and State, personally appeared Kenneth J. Cooper, the SVP - Administration of CBS Corporation, a Delaware corporation, and acknowledged the execution of the foregoing for and on behalf of said entity.

Witness my hand and Notarial Seal this 26th day of September, 2013.

My Commission Expires JULIE BEHUNIAK
Notary Public, State of New York
No. 02BE6086953
Qualified in New York County
Commission Expires: 2/31/15

[Handwritten Signature]
Julie Behuniak, Notary Public
residing in New York County,

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. David R. Warshauer

This instrument prepared by David R. Warshauer, attorney-at-law
Barnes & Thornburg LLP, 11 South Meridian Street, Indianapolis, Indiana 46204