MEMORANDUM

TO: Peter Shumlin, Governor

THROUGH: Deb Markowitz, Secretary, Agency of Natural Resources

FROM: David Mears, Commissioner, Department of Environmental Conservation

DATE: June 17, 2015

SUBJECT: Easement Acquisition Approval for IBM Essex Junction and Williston facility

Your approval is requested pursuant to Title 10, § 6615 and 10 V.S.A. Chapter 155, for the acceptance of the easement acquisition referenced below. Natural Resources Land Acquisition Committee approval is not required for this acquisition. Joint Fiscal approval is not required for this acquisition.

Description and Background

IBM has owned a semiconductor manufacturing facility in Essex Junction and Williston Vermont for many years. Due to past practices, there were releases of hazardous wastes that from 1985 to present were managed under a Resource Conservation and Recovery Act (RCRA) and Vermont Hazardous Waste Certification. IBM has worked with the State to take all requested measures to ensure the remediation and proper management of releases that have taken place from their facilities.

In response to their sale of the facility to GLOBALFOUNDRIES US 2 LLC (Global Foundries), the State (through both ANR and the Attorney General's Office) and IBM have agreed upon a consent order that makes the requirements of their RCRA certification a part of a court order binding upon IBM. IBM will continue management of the remediation activities at the site until the State makes a determination that the site meets environmental standards.

In addition to the consent order, IBM has placed certain use restrictions on the site that will prevent the future use of the site for non-commercial/industrial purposes. The State is also a holder of these restrictions and is being granted a right to access the property to ensure the proper operation of the remedial systems.

Attached to this document are the grant of easement that is being granted to the State of Vermont and a copy of the restrictions being retained by IBM that are incorporated by reference into the State's grant.

Ownership and Management

The property is owned by IBM and will be transferred to Global Foundries. The primary responsibility of ensuring compliance with these easements rests with IBM. The State of Vermont has oversight authority and enforcement authority over these restrictions and the current owner.

Budget and Funding

Funding for the continuing obligation of any future required property maintenance is funded by the current owner.

APPROVAL FOR LAND ACQUISITION

We, the undersigned, hereby approve the acquisition by the State of Vermont, Agency of Natural Resources, Department of Environmental Conservation, of the Grant of Use Restrictions and Access Rights Easement on the property consisting of 131 acres, more or less, located at 269 and 275 Chip Alley, Williston, Vermont, and 1000 River Street, Essex Junction, Vermont.

This approval is pursuant to Title 10 §§ 6606, 6615 and 10 V.S.A. Chapter 155.

6-30-15
Date

Peter Shumlin, Governor
State of Vermont

6-17-15
Date

Deb Markowitz, Secretary
Agency of Natural Resources

6/16/15
Date

David K. Mears, Commissioner
Dept. of Environmental Conservation

ENVIRONMENTAL EASEMENT

THIS ENVIRONMENTAL EASEMENT made between INTERNATIONAL BUSINESS MACHINES CORPORATION, having an office at One New Orchard Road, Armonk, New York ("IBM") or ("Grantor"), and the Secretary of the Vermont Agency of Natural Resources, the Vermont Department of Environmental Conservation and its designees ("Secretary") or ("Grantee"),

WHEREAS, Grantor, is the owner of real property located at Champlain Valley Technology and Innovation Park, 1000 River Street, Essex Junction, Vermont and 326 IBM Road, Williston, Vermont (collectively, the "Facility") and as shown and described more completely in Exhibit A, attached;

WHEREAS, IBM and the Secretary have entered into a Consent Order under which the Secretary has declared IBM's legal obligations to conduct an environmental remediation within a portion of the Facility including to: (1) capture and treat contaminated groundwater; (2) remediate, manage and control soil contamination; (3) manage and control air emissions related to the environmental remediation; and (4) provide a cost estimate and financial assurance for the continued remediation under the Consent Order;

WHEREAS, the Secretary will issue certain permits to the Grantor in connection with the continued environmental remediation at the Facility;

NOW THEREFORE, in consideration of the mutual covenants contained herein, IBM conveys to the Secretary a permanent Environmental Easement in, on, over, under, and upon the Facility as more fully described herein ("Environmental Easement").

1. Purpose. Grantor and Grantee acknowledge that the purpose of this Environmental Easement is to convey to Grantee real property rights and interests that will run with the land. The Secretary shall have access to the Facility, including the treatment systems and monitoring wells owned by IBM at the Facility in order to monitor and assess IBM's performance and progress of the environmental remediation under the Consent Order and under any permits.

2. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Facility in a reasonable manner and at reasonable times to assure compliance.

3. Restricted Uses and Obligations. Grantor shall comply with all restrictions, easements, covenants, and obligations in the same manner as required by Paragraph 6 (Obligations and Prohibitions) of the document titled "Declaration of Restrictions, Easements, and Covenants" recorded at Book ___, Page ____ in the Essex Land Records on _____ (date of recording).

4. Enforcement.

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor or Grantee against the owner of the Facility, any lessees, and any person using the Facility. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental

Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

5. Notice. To the extent that Grantor is not the owner the Facility, and may not have representatives present at the Facility to provide access to certain wells or other remediation equipment, Grantee shall notify Grantor at least twenty-four (24) hours before entering the Facility, unless an emergency situation exists.

Whenever giving notice to the Grantor, the Party providing such notice shall address correspondence to:

IBM Corporate Environmental Affairs
8976 Wellington Road
Manassas, Virginia 20109-3925

With a copy to

IBM Environmental Counsel
294 Route 100
Somers, New York 10589

Whenever giving notice to the Grantee, the Party providing such notice shall address correspondence to:

Office of General Counsel
Vermont Department of Environmental Conservation
1 National Life Drive, Davis 2
Montpelier, VT 05620-3901

With a copy to:

DEC Site Remediation Project Manager
Vermont Department of Environmental Protection
Waste Management and Prevention Division
1 National Life Drive, Davis 1
Montpelier, VT 05620-3901

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may agree for other means of receiving and communicating notices and responses to requests for approval.

6. Recordation. Grantor shall record this instrument within 30 days of execution of this instrument by the Secretary or the Secretary's designee, in the office of the recording officer for the County where the Facility is located.

7. Amendment. Any amendment to this Environmental Easement may only be executed by the Grantor and the Secretary of the Vermont Agency of Natural Resources or the Secretary's designee, and filed with the office of the recording officer for the County where the Facility is located.

8. Extinguishment. This Environmental Easement may be extinguished only by a release by the Secretary or the Secretary's Designee.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

MKG

INTERNATIONAL BUSINESS MACHINES CORPORATION:

By: Nick D'Annibale

Print Name: Nick D'Annibale

Title: Director, Real Estate Investments

Date: 6/17/2015

Grantor's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF Westchester)

On the 17 day of June, in the year 2015, before me, the undersigned, personally appeared Nick D'Annibale personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Ann C. McEvily
Notary Public

ANN C. McEVILY
NOTARY PUBLIC, State of New York
No. 4929713
Qualified in Westchester County
Commission Expires August 8, 2018

IN WITNESS WHEREOF, Grantee has caused this instrument to be signed in its name.

SECRETARY, VERMONT AGENCY OF NATURAL RESOURCES:

By: _____
David K. Mears, Commissioner
Department of Environmental Conservation

Title:_____ Date:_____

Grantee's Acknowledgment

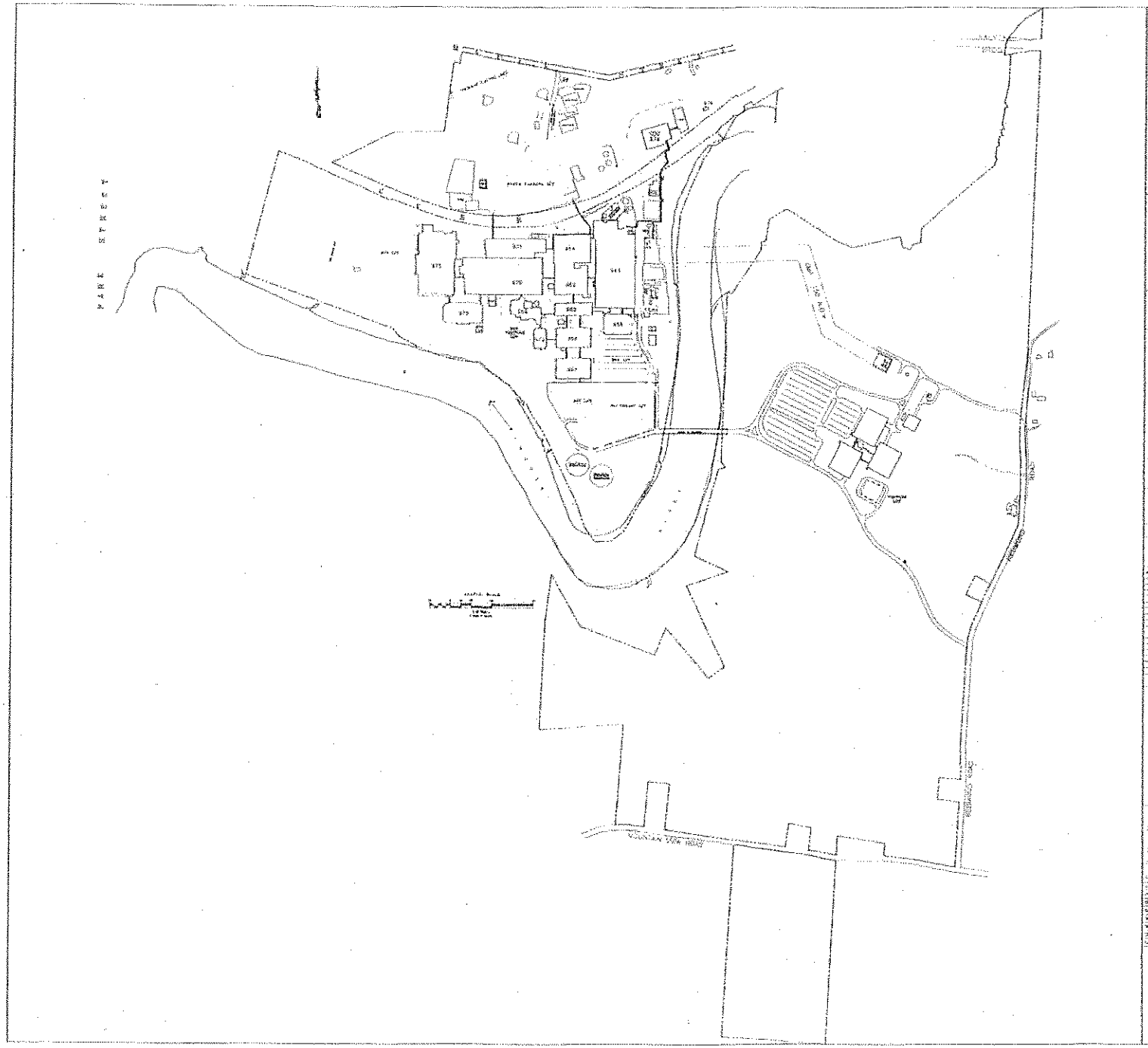
STATE OF VERMONT)
) ss:
)

On the _____ day of _____, in the year 20__, before me, the undersigned, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Secretary or Designee of the Vermont Agency of Natural Resources, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

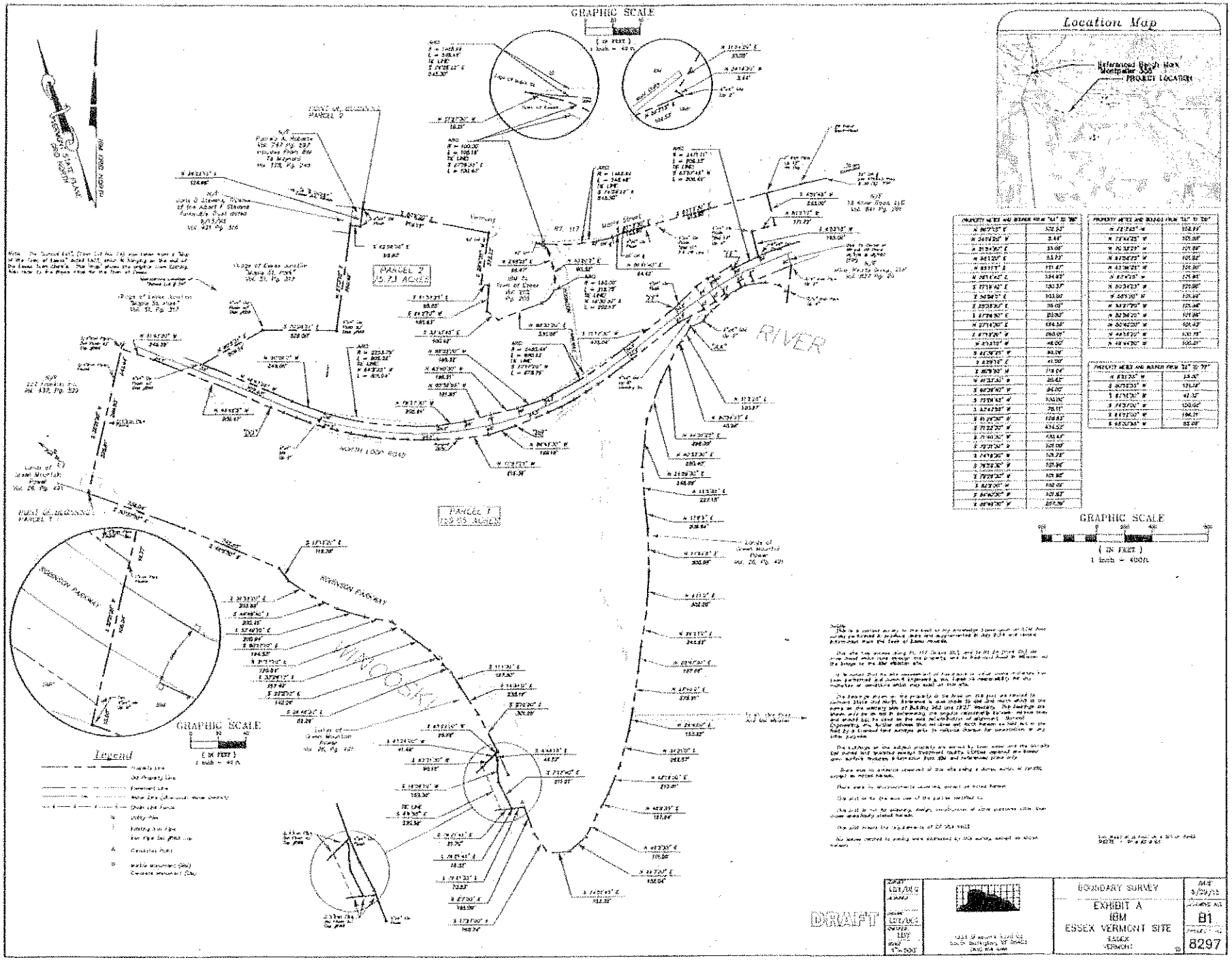
EXHIBIT "A" FACILITY DESCRIPTION AND FIGURE

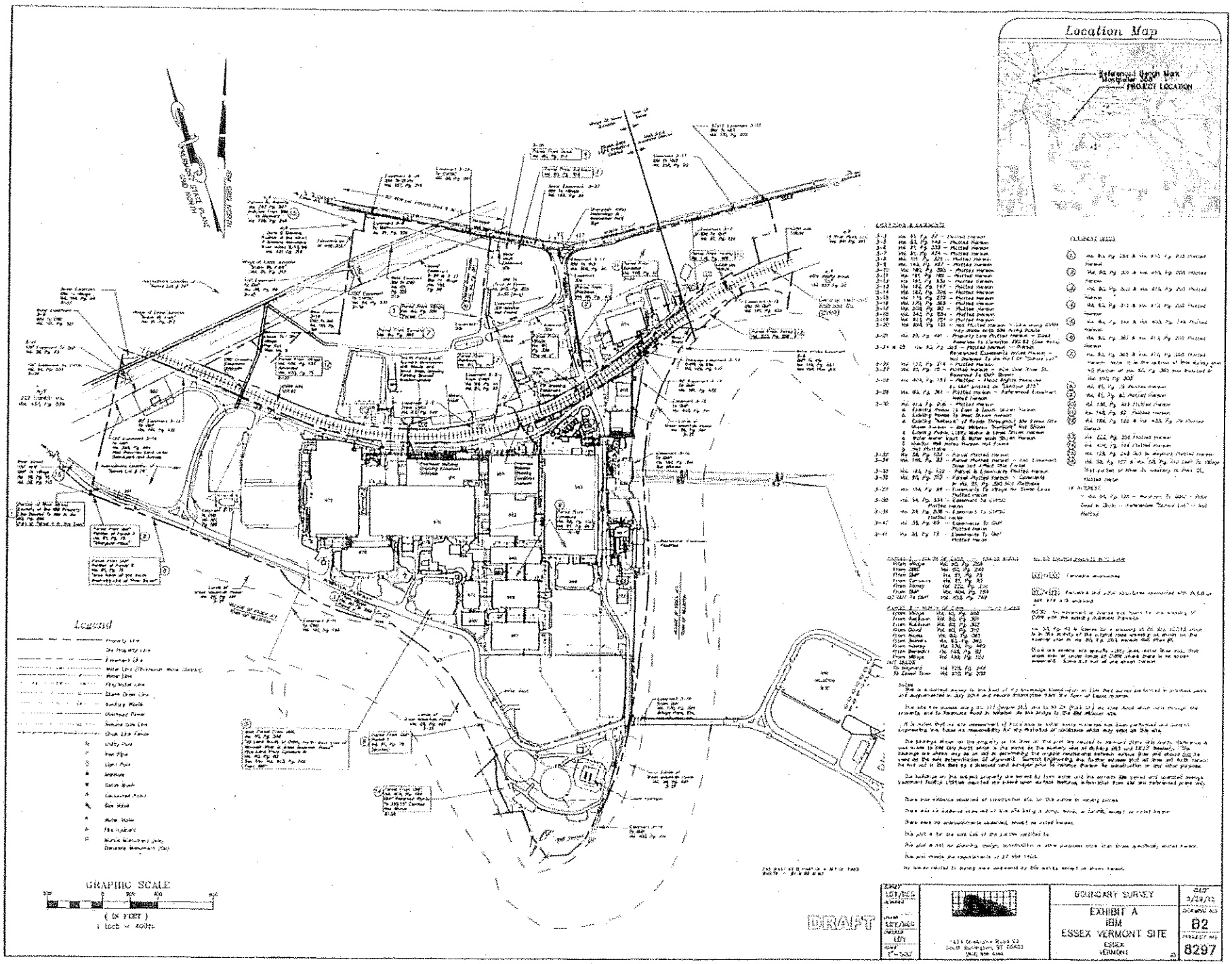
- A Figure depicting the "Overall Site Plan" including the Essex and Williston portions of the Facility.
- A Figure depicting the Essex portion of the Facility, with metes and bounds description.
- A Figure depicting the Williston portion of the Facility, with metes and bounds description.



IBM

FIGURE 1
OVERALL SITE PLAN


GRAPHIC SCALE
(IN FEET)
1 inch = 40ft.
Location Map
PROJECT LOCATION
PARCEL 2
PARCEL 1
RIVER
NORTH LOBBY ROAD
SUBMISSION PARKWAY
Legend
DRAFT
BOUNDARY SURVEY
EXHIBIT A
IBM
ESSEX VERMONT SITE
ESSEX
VERMONT
81
8297

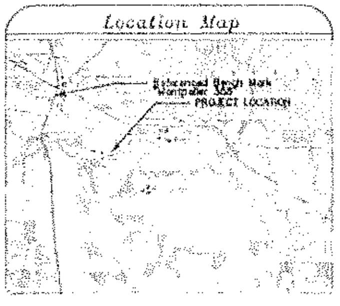

Location Map
PROJECT LOCATION
Legend
GRAPHIC SCALE
(IN FEET)
1 inch = 400ft.
DRAFT
BOUNDARY SURVEY
EXHIBIT A
IBM
ESSEX VERMONT SITE
ESSEX
VERMONT
8297

[illegible]

[illegible]

[illegible]

Location Map



[illegible]

[illegible]

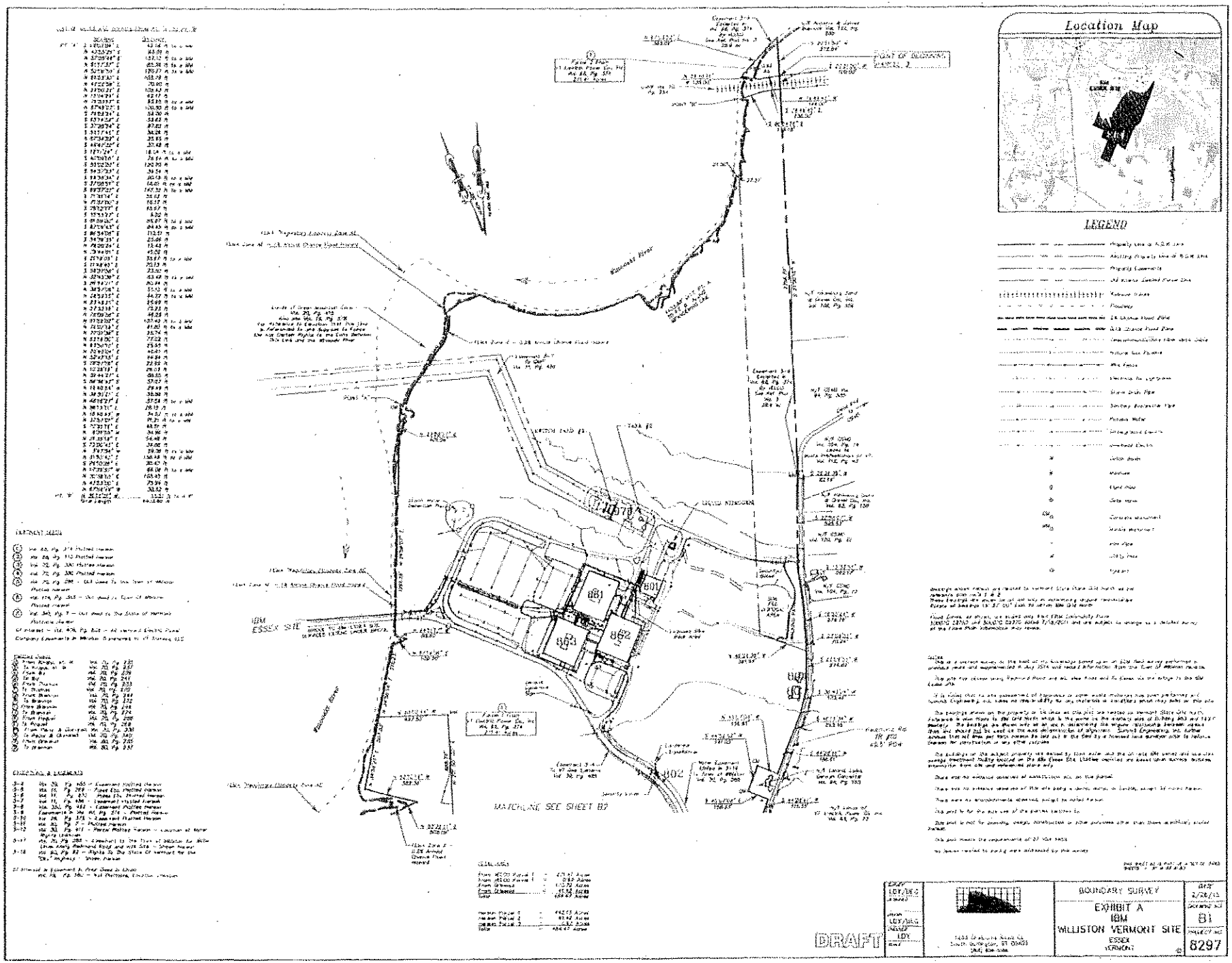
DRAFT

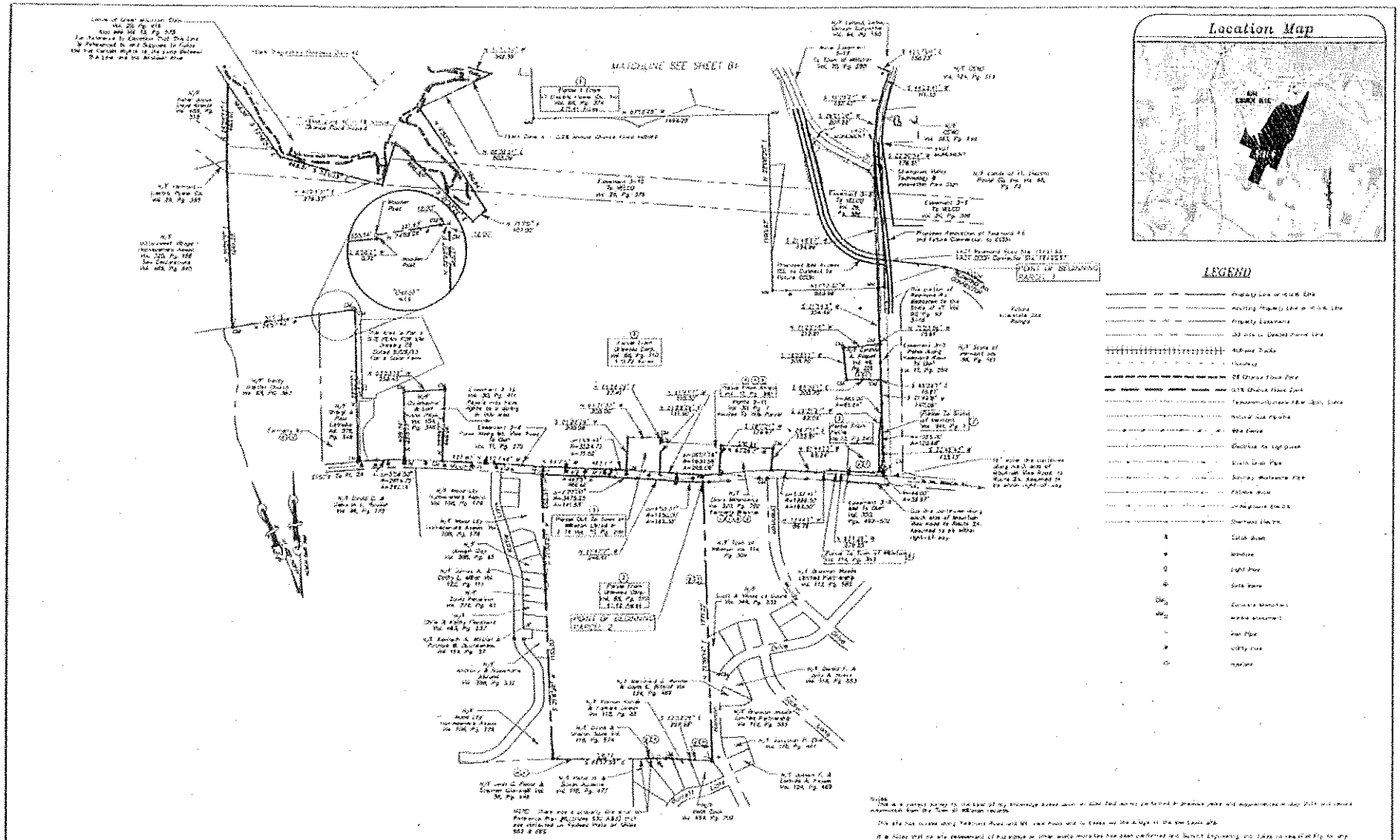
BOUNDARY SURVEY

EXHIBIT A
IBM
ESSEX VERMONT SITE
ESSEX
VERMONT

83

8297


Location Map
LEGEND
IBM ESSEX SITE
MATCHLINE SEE SHEET B2
DRAFT
BOUNDARY SURVEY
EXHIBIT A
IBM
WILLISTON VERMONT SITE
ESSEX
VERMONT
B1
8297



DRAFT

12/7/2012	BOUNDARY SURVEY	6/25/13
12/7/2012	EXHIBIT A	B2
LDY	IBM	8297
	WILLISTON VERMONT SITE	
	WILLISTON VERMONT	

BOUNDARY SURVEY

EXHIBIT A
IBM
WILLISTON VERMONT SITE

DRAFT

DATE	4/29/10
DRAWING NO.	B3
PROJECT NO.	8297

DECLARATION OF RESTRICTIONS, EASEMENTS AND COVENANTS

This Declaration of Restrictions, Easements and Covenants (this "**Declaration**") is made as of this 17 day of June, 20 15, by INTERNATIONAL BUSINESS MACHINES CORPORATION ("**Declarant**"), a New York corporation and having an address of One New Orchard Road, Armonk, New York.

WITNESSETH:

WHEREAS, Declarant is the owner of certain land situated in the Town of Williston, Vermont, containing +/- 524 acres with the street address of 326 IBM Road, being designated as the Williston parcel, and being more particularly described in **EXHIBIT A** attached hereto (collectively, the "**Land**", and together with the improvements thereon, the "**Property**"), and which Property includes areas subject to efforts to remediate certain environmental conditions;

WHEREAS, Declarant has certain obligations to perform groundwater remediation and monitoring adjacent to the Property as required by of the Vermont Agency of Natural Resources ("**VANR**"), and pursuant to the RCRA Part B Hazardous Waste Facility Permit, dated September 23, 2014, utilizing EPA ID Number VTD 002 084 705, as such Permit may be amended, supplemented, rescinded or replaced from time to time with an agreement or order or other instrument (the "**Work**");

WHEREAS, certain Environmental Remediation Activity (as such term is defined below) is and will be required on or at the Property in connection with environmental obligations, at the direction of a Governmental Body (as defined below) and/or as Declarant deems reasonably necessary, to monitor, assess, sample, test or otherwise address groundwater quality and flow directions beneath the Property;

WHEREAS, Declarant desires to reserve for itself a non-exclusive easement to access the Property to perform the Work and the Environmental Remediation Activity, subject to the conditions, obligations and rights set forth herein;

WHEREAS, Declarant desires and intends to restrict the future use of groundwater at the Property as hereinafter provided.

NOW THEREFORE, Declarant does hereby declare and agree that the Property shall hereafter be held, sold, transferred, conveyed, leased, and occupied subject to the restrictions, easements, covenants and obligations set forth in this Declaration.

1. Purpose. It is the purpose of this Declaration to provide access to the Property to Declarant and to restrict or prevent the use of groundwater at the Property by any owner, operator or user of the Property in any manner that may increase threats to

human health and the environment presented by contamination that currently exists adjacent to the Property.

2. Declaration of Restrictions, Easements and Covenants. Declarant hereby declares that the Property shall be held, sold, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to the restrictions, easements, covenants and obligations set forth in this Declaration, which shall run with the Land and be binding on all successors, heirs, assigns, transferees, lessees and occupants of Declarant or of any of them, including any mortgagees, owners and/or users of the Property.

3. Duration. Except as otherwise provided herein, the provisions of this Declaration shall be deemed to be covenants running with the Land and the Property, and shall continue in perpetuity.

4. Access. Declarant, as the current owner of the Property, hereby reserves for itself, which shall include Declarant's employees, agents, operators, licensees, invitees, contractors and consultants (collectively, the "**Declarant Parties**" and individually, each a "**Declarant Party**"), a non-exclusive easement, together with rights of ingress, egress and access to, from, over and across the Property, for any and all access to the Property necessary and appropriate to conduct, complete or monitor the Work and the Environmental Remediation Activity, subject to the conditions, obligations and rights set forth in this Declaration. Such non-exclusive easement shall remain in full force and effect, and owners, operators or users of the Property shall provide to Declarant Parties safe and unencumbered access to the Property when such access is necessary and appropriate. For the removal of doubt, safe access to the Property means, among other things, that the Work area is free of exposure to asbestos-containing materials or other Hazardous Materials or conditions, where such exposure left in place by the owners, operators or users of the Property who otherwise intended to demolish or remediate such conditions in or around the buildings(s) where the Work area is located. Subject to Section 6(c) herein, the obligations and requirements of this Section 4 shall survive until such time as Declarant has met the cleanup objectives of all Governmental Bodies and received a no further action status (or a similar notification that the Work is complete) from VANR; provided that, if based on subsequent information, VANR determines that such standards have not been met, such obligations of this Section 4 shall be deemed to be in full force and effect.

5. Installation and Maintenance of Groundwater Monitoring Wells. Declarant hereby reserves for the Declarant Parties a non-exclusive easement for the purposes of monitoring, maintaining, repairing or replacing existing monitoring wells or constructing and installing new monitoring wells for the implementation of the Work and the Environmental Remediation Activity.

6. Obligations and Prohibitions.

   a. With respect to **groundwater underlying all or any portion of the Property**, the pumping or extraction of groundwater underlying the Property, other than in connection with the BTV Remedial Action, is prohibited; unless such pumping or extraction is affirmatively required by VANR of the owners, operators or users of the Property under Environmental Law, and only then in consultation with Declarant. The use of groundwater for any purpose is prohibited; except to the extent such use is under the direction of and with the written approval of Declarant; provided that, under no circumstances is the use of groundwater for potable purposes allowed.

   b. Upon request of the owner of the Property, Declarant and the owner of the Property shall use commercially reasonable efforts to terminate this Declaration, to the extent permitted by Law and the relevant Governmental Bodies, with respect to any portion of the Property where Declarant, or another person or entity, has permanently met the cleanup objectives of all Governmental Bodies and received a no further actions status (or a similar notification that the Work is complete) from VANR with respect to the contamination of the adjacent property; provided that to effectuate such termination, Declarant shall prepare, and the owner of the Property shall record, a supplement to this Declaration indicating those areas of the Property that are no longer subject to the obligations and restrictions set forth in this Declaration.

7. Cooperation. Declarant and any owners, operators or users of the Property (including any transferees, lessees and occupants of such owners, operators or users) shall reasonably cooperate with each other to accomplish the requirements of, or to ensure compliance with, this Declaration; provided that, when performing the Work, Declarant will comply with the owner of the Property's health, safety, security and continuous operations requirements if such requirements; provided further that such health, safety, security and continuous operations requirements are reasonable and are supplied to Declarant in advance of the Work. For the removal of doubt, reasonable cooperation may include, but is not limited to, Declarant's prior notice to, or consultation with, the owner of the Property regarding construction design in the event of planned, non-routine Environmental Remediation Activity.

8. Successors. The covenants, terms and restrictions of this Declaration shall be binding upon and inure to the benefit of Declarant hereto and its successors, heirs and assigns.

9. Subsequent Transfers. The terms of this Declaration shall be incorporated by reference into any deed or other legal instrument by which Declarant or any successor owner of the Property divests itself by sale, exchange, devise or gift of all or any portion of the Property. Declarant shall be furnished with written notice of the transfer of any such interest, accompanied by a copy of the document utilized to affect such transfer, within thirty (30) days of the date of such transfer. Failure of any successor owner of the Property to perform any act required by this Section 9 shall not impair the validity of this Declaration or limit its enforceability in any way.

10. Recordation. Declarant shall record this instrument in the Official Records of the Town Clerk and shall pay all recording costs in connection therewith.

11. Notices. All notices, consents, approvals or other communications required under the provisions of this Declaration shall be in writing and shall be deemed properly given if hand delivered, sent by a nationally recognized overnight courier, or sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor in interest, at the addresses below:

    a. For Declarant:

    Manager, Environmental Remediation
    International Business Machines Corporation
    8976 Wellington Road
    Manassas, VA 20109
    (703) 257-2587

    Environmental Counsel
    International Business Machines Corporation
    294 Route 100
    Somers, NY 10589
    (914) 766-2684

    b. For current Property owner:

    Environmental Manager
    GLOBALFOUNDRIES U.S. Inc.
    1000 River Road
    Essex Junction, VT 05452

    Director, Global EHS
    GLOBALFOUNDRIES U.S. Inc.
    2600 Great America Way, Santa Clara, CA 95054

12. Remedies and Enforcement. Monetary damages would not be adequate or sufficient to compensate Declarant for a breach of any of the restrictions,

easements, covenants and/or obligations of this Declaration. Accordingly, in addition to any other remedies available to Declarant administratively, at law, in equity, by statute or otherwise under this Declaration or otherwise, Declarant may obtain a mandatory and/or prohibitory injunction compelling any owner or user of the Property from time to time of all or any portion of the Property and/or any of its successors, heirs, assigns, transferees, lessees and occupants, to specifically perform and observe the restrictions, easements, covenants and obligations contained in this Declaration or to remedy any failure to perform or observe any such restrictions, easements, covenants or obligations. No right or remedy conferred upon Declarant in this Declaration is intended to be exclusive of any other right or remedy contained in this Declaration or at law or equity. Every such right or remedy shall be cumulative and shall be in addition to each other right and remedy contained in this Declaration or now or hereafter available to Declarant at law, in equity, by statute or otherwise.

13. Miscellaneous Provisions.

    a. Severability. If any provision of this Declaration or the application of it to any person or circumstance is found to be invalid, the remainder of the provisions of this Declaration and the application of the provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected by the invalid provision.

    b. Amendment. This Declaration may be modified by the mutual consent of the owner of the Property and Declarant, which consent shall not be unreasonably withheld.

    c. Controlling Law. The interpretation and performance of this Declaration shall be governed by the laws of the State of Vermont.

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

    e. Definitions.

        i. "**BTV Remedial Action**" means the ongoing Remedial Action at the Property required pursuant to the RCRA Part B Hazardous Waste Facility Permit, dated May 7, 2007, utilizing EPA ID Number VTD 002 084 705 or any subsequent replacement order or permit by or with VANR, to address Releases of Hazardous Materials on or prior to the date of this Declaration.

ii. "**Environmental Law**" means any applicable Law in any way relating to the protection of human health and safety, the indoor or outdoor environment or natural resources or, to the extent relating to exposure to hazardous or toxic materials, human health and safety, including the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. App. § 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.) and the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 et seq.), as each has been or may be amended and the regulations promulgated pursuant thereto.

iii. "**Environmental Remediation Activity**" means any response, removal, remedial or corrective action; any activity to clean up, detoxify, decontaminate, treat or contain any Hazardous Material; any actions to prevent, remediate or mitigate any Release or threatened Release of any Hazardous Material; and any investigation (including subsurface investigations), study, monitoring, assessment, sampling and testing (including soil and/or groundwater sampling activities) or laboratory or other analysis relating to any Hazardous Material, in each case, performed in connection with the Work.

iv. "**Governmental Body**" " means any government or governmental or regulatory body thereof, or political subdivision thereof, whether foreign, federal, state, or local, or any agency, instrumentality or authority thereof, or any court, arbitrator or mediator (public or private), having jurisdiction over the Property.

v. "**Hazardous Materials**" means any substance, material or waste that is regulated, classified, or otherwise characterized under or pursuant to any Environmental Law as "hazardous," "toxic," "pollutant," "contaminant," "radioactive," or words of similar meaning or effect, including petroleum and its by-products, asbestos, polychlorinated biphenyls, radon, mold or other fungi and urea formaldehyde insulation.

vi. "**Law**" or "**Laws**" means any foreign, federal, state or local law (including common law), statute, code, ordinance, rule, regulation, order or other legal requirement issued, promulgated or enforced by any Governmental Body.

vii. "**Release**" means any release, spill, emission, leaking, pumping, pouring, injection, deposit, dumping, emptying, disposal, discharge, dispersal, leaching or migration into the outdoor environment or any intruding or emanating from the outdoor environment into the indoor environment.

[*Signature on following page*]

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hands and seals on the day and year first above written.

INTERNATIONAL BUSINESS MACHINES CORPORATION

By: Nick D'Anniballe
Name: **Nick D'Anniballe**
Title: **Director, Real Estate Investments**

State of New York
County of Westchester ss.:

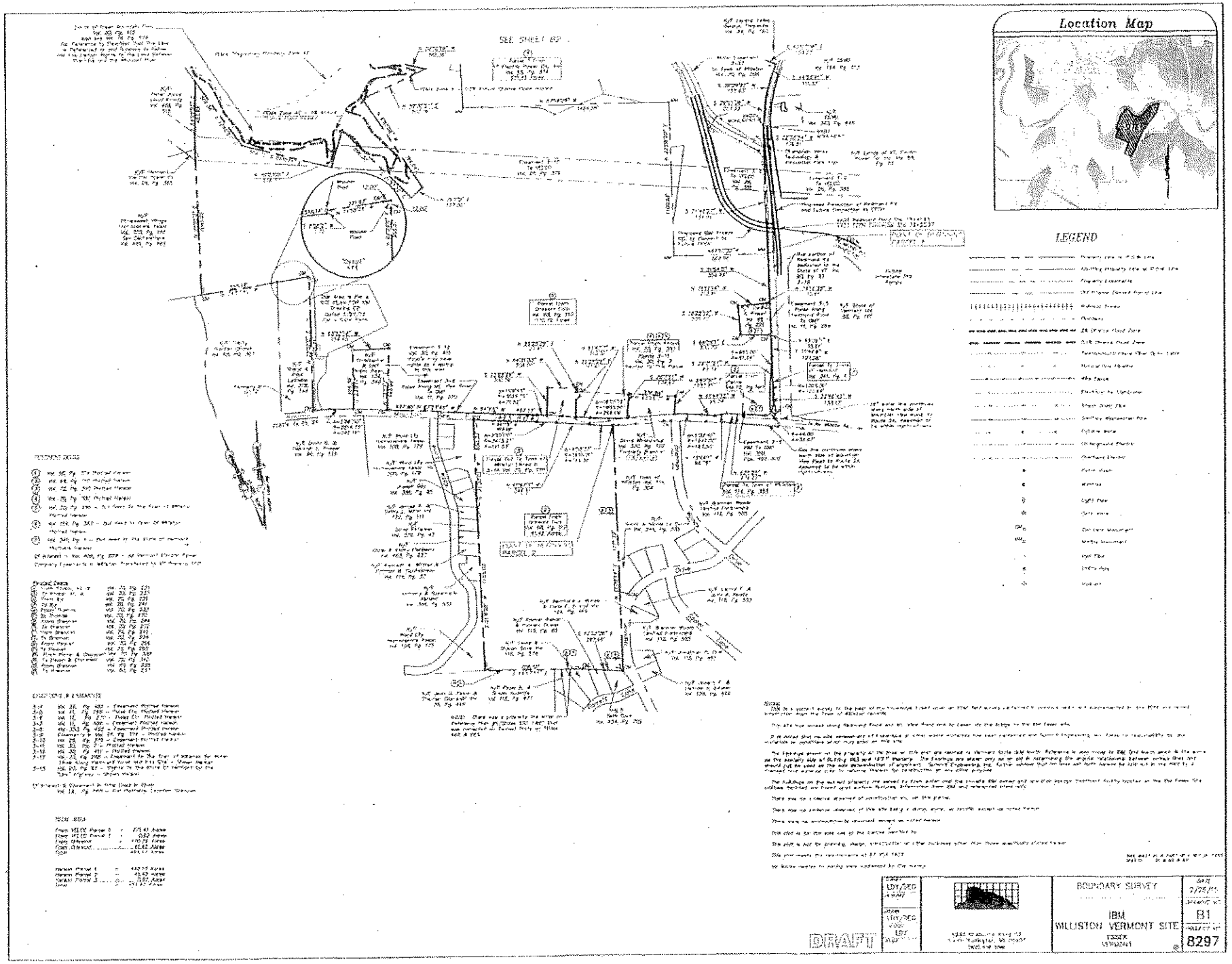
On the 17 day of June in the year 2015 before me, the undersigned, personally appeared Nick D'Anniballe personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

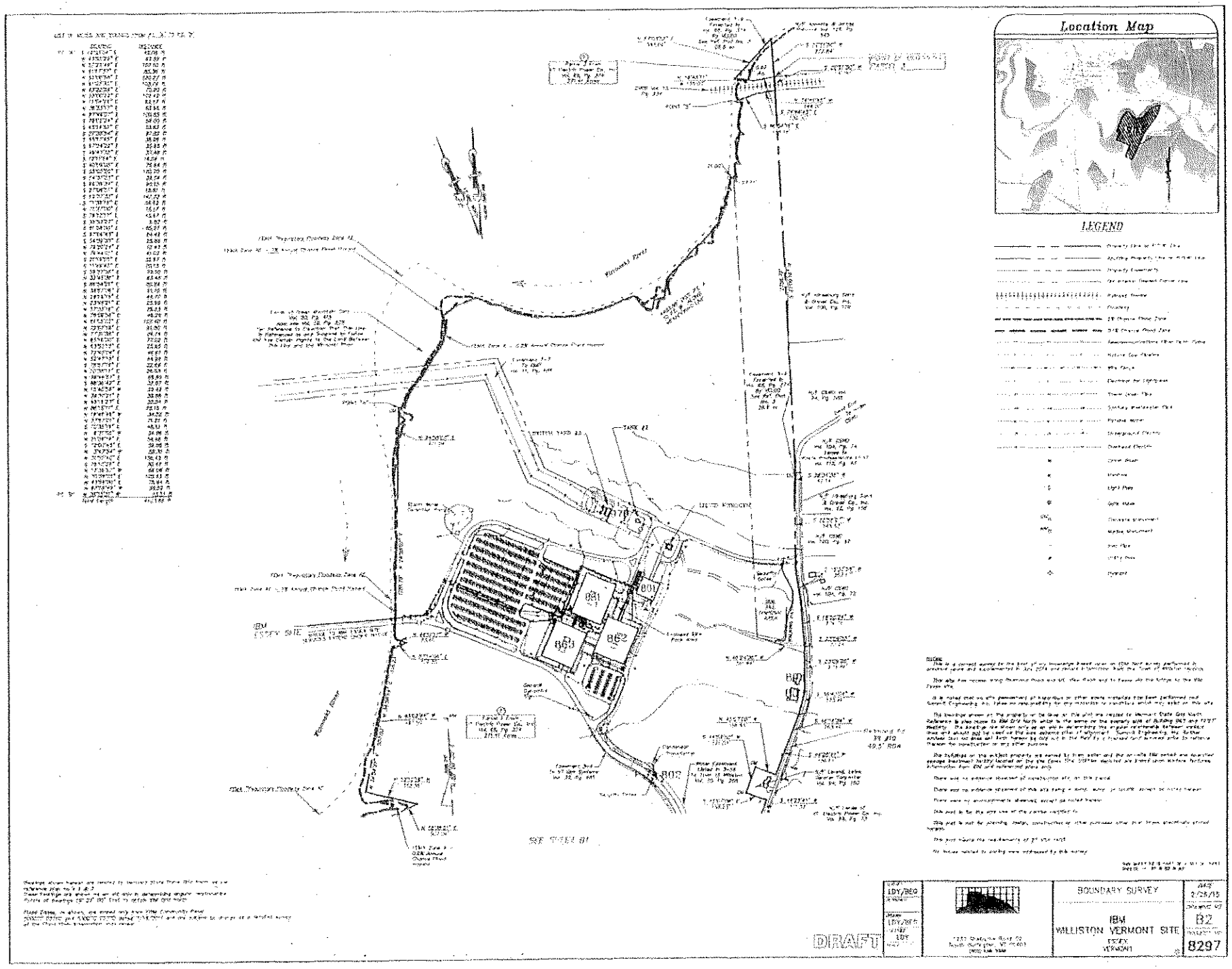
Ann C McEvily
Notary Public- State of New York

ANN C. McEVILY
NOTARY PUBLIC, State of New York
No 4929713
Qualified in Westchester County
Commission Expires August 8, 2018

Exhibit A

Figure and Description of the Land


Location Map
LEGEND
SEE SHEET B2
DRAFT
BOUNDARY SURVEY
IBM
WILLISTON VERMONT SITE
ESSEX
B1
8297


Location Map
LEGEND
DRAFT
BOUNDARY SURVEY
IBM
WILLISTON VERMONT SITE
8297
B2

IBM WILLISTON DESCRIPTIONS
PARCEL 1

[illegible]

PARCEL 2
[illegible]

PARCEL 3
[illegible]

[illegible]

SOURCE PLANS

1) [illegible]

2) [illegible]

3) [illegible]

4) [illegible]

5) [illegible]

6) [illegible]

7) [illegible]

8) [illegible]

9) [illegible]

10) [illegible]

11) [illegible]

12) [illegible]

[illegible]

NOTES

1. [illegible]

2. [illegible]

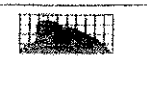
3. [illegible]

4. [illegible]

5. [illegible]

6. [illegible]

DRAFT

DRAWN BY LDY/BEG		BOUNDARY SURVEY	DATE 7/15/05
CHECKED BY LDY/BEG		IBM WILLISTON VERMONT SITE ESSEX VERMONT	DRAWING NO. B3
APPROVED BY LDY	1231 Shelburne Road S.E. South Burlington, VT 05403 (802) 658-3890		PROJECT NO. 8297

DECLARATION OF RESTRICTIONS, EASEMENTS AND COVENANTS

This Declaration of Restrictions, Easements and Covenants (this "**Declaration**") is made as of this 17 day of June, 20 15, by INTERNATIONAL BUSINESS MACHINES CORPORATION ("**Declarant**"), a New York corporation and having an address of One New Orchard Road, Armonk, New York.

WITNESSETH:

WHEREAS, Declarant is the owner of certain land situated in the Village of Essex Junction, Vermont, containing +/- 234 acres with the street address of 1000 River Street, being designated as the Essex parcel, and being more particularly described in **EXHIBIT A** attached hereto (collectively, the "**Land**", and together with the improvements thereon, the "**Property**"), and which Property includes areas subject to efforts to remediate certain environmental conditions;

WHEREAS, Declarant has certain obligations to perform groundwater remediation and monitoring as required by of the Vermont Agency of Natural Resources ("**VANR**"), and pursuant to the RCRA Part B Hazardous Waste Facility Permit, dated September 23, 2014, utilizing EPA ID Number VTD 002 084 705, as such Permit may be amended, supplemented, rescinded or replaced from time to time with an agreement or order or other instrument (the "**Work**");

WHEREAS, certain Environmental Remediation Activity and/or Utility Systems Work (as such terms are defined below) is and will be required on or at the Property in connection with environmental obligations, at the direction of a Governmental Body (as defined below) and/or as Declarant deems reasonably necessary, to study, investigate, monitor, assess, sample, test, remove, remediate, or otherwise address Hazardous Materials or to prevent or mitigate any Release or threatened Release of Hazardous Materials (as such terms are defined below);

WHEREAS, Declarant desires to reserve for itself a non-exclusive easement to access the Property to perform the Work, the Environmental Remediation Activity and/or the Utility Systems Work, subject to the conditions, obligations and rights set forth herein;

WHEREAS, Declarant desires and intends to reduce, eliminate and/or mitigate threats to human health and the environment presented by contamination that exists on the Property and to restrict the future use and development of the Property as hereinafter provided.

NOW THEREFORE, Declarant does hereby declare and agree that the Property shall hereafter be held, sold, transferred, conveyed, leased, and occupied subject to the restrictions, easements, covenants and obligations set forth in this Declaration.

1. Purpose. It is the purpose of this Declaration to provide access to the Property to Declarant and to restrict or prevent the use or development of the Property by any owner, operator or user of the Property in any manner that may increase threats to human health and the environment presented by contamination that currently exists on the Property.

2. Declaration of Restrictions, Easements and Covenants. Declarant hereby declares that the Property shall be held, sold, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to the restrictions, easements, covenants and obligations set forth in this Declaration, which shall run with the Land and be binding on all successors, heirs, assigns, transferees, lessees and occupants of Declarant or of any of them, including any mortgagees, owners and/or users of the Property.

3. Duration. Except as otherwise provided herein, the provisions of this Declaration shall be deemed to be covenants running with the Land and the Property, and shall continue in perpetuity.

4. Access. Declarant, as the current owner of the Property, hereby reserves for itself, which shall include Declarant's employees, agents, operators, licensees, invitees, contractors and consultants (collectively, the "**Declarant Parties**" and individually, each a "**Declarant Party**"), a non-exclusive easement, together with rights of ingress, egress and access to, from, over and across the Property, for any and all access to the Property necessary and appropriate to conduct, complete or monitor the Work, the Environmental Remediation Activity and/or Utility Systems Work, subject to the conditions, obligations and rights set forth in this Declaration. Such non-exclusive easement shall remain in full force and effect, and owners, operators or users of the Property shall provide to Declarant Parties safe and unencumbered access to the Property when such access is necessary and appropriate. For the removal of doubt, safe access to the Property means, among other things, that the Work area is free of exposure to asbestos-containing materials or other Hazardous Materials or conditions, where such exposure left in place by the owners, operators or users of the Property who otherwise intended to demolish or remediate such conditions in or around the buildings(s) where the Work area is located. Subject to Section 6(c) herein, the obligations and requirements of this Section 4 shall survive until such time as Declarant has met the cleanup objectives of all Governmental Bodies and received a no further action status (or a similar notification that the Work is complete) from VANR; provided that, if based on subsequent information, VANR determines that such standards have not been met, such obligations of this Section 4 shall be deemed to be in full force and effect.

5. Installation and Maintenance of Remediation Systems and/or Utility Systems.

a. Declarant hereby reserves for the Declarant Parties a non-exclusive easement for the purposes of repairing, replacing, constructing, reconstructing, removing and maintaining the Work, the Environmental Remediation Activity and/or the Utility Systems Work and, subject to other provisions of this Declaration, the right to remove, trim, and cut trees, bushes, undergrowth, and other obstructions interfering with the location, construction, operation, repair and maintenance of the Work, the Environmental Remediation Activity and/or Utility Systems Work. For the removal of doubt, this easement grants the Declarant Parties the right to construct treatment buildings, pump houses and/or sub-slab depressurization systems, among other things, on the Property, and will allow reasonable access to and use of utilities or the construction of new rights of way for utilities, subject to notice and coordination with Owner.

b. Owners, operators or users of the Property shall not remove, move or otherwise disturb, tamper with or damage any existing or future wells, conveyance piping, treatment buildings, pump houses, sub-slab depressurization systems, vapor extraction systems or other equipment or facilities which are installed or may be installed at, in, on, from or under the Property by any Declarant Party associated with the Environmental Remediation Activity (collectively, the "**Remediation Systems**") and/or the Utility Systems Work, unless otherwise directed by a Governmental Body. Existing Remediation Systems are shown in **EXHIBIT B** attached hereto. Within 45 days after any future installation, removal or relocation within the Property of any Remediation Systems and/or Utility Systems Work by Declarant, Declarant shall prepare and the owner of the Property shall record a supplement to this Declaration which shall show the location(s) of Remediation Systems and/or Utility Systems Work existing at, in, on, from or under the Property as of the date of such supplement.

c. Subject to the terms of this Declaration, the owners, operators or users of the Property shall allow the Declarant Parties to install and maintain any Remediation Systems and/or Utility Systems Work reasonably necessary for Declarant to conduct any Environmental Remediation Activity at, in, on, from or under the Property; provided, however, that Declarant Parties shall locate such Remediation Systems and/or Utility Systems Work devices in a manner to avoid any unreasonable interference with operations at the Property.

d. Upon the reasonable request of the owner of the Property and with the approval of all relevant Governmental Bodies, Declarant Parties shall use

commercially reasonable efforts to relocate any Remediation Systems and/or Utility Systems Work placed at, in, on, from or under the Property by Declarant as necessary so as not to disrupt or encumber the operations at the Property of the owners, operators or users of the Property (including the modification, expansion or development of any facilities associated therewith) or the development of the Property by owners; provided that the relocation of any Remediation Systems and/or Utility Systems shall not impair the effectiveness of the Work or the BTV Remedial Action; provided further that owners, operators or users of the Property shall reimburse Declarant for (i) in the case the owners, operators or users of the Property requests that Declarant relocate previously installed or existing Remediation Systems and/or Utility Systems, the full cost of such relocation and (ii) in the case the owners, operators or users of the Property requests that Declarant relocate Remediation Systems and/or Utility Systems that Declarant is otherwise planning to install at a different location, the incremental cost to Declarant to install such Systems at the new requested location. Owners, operators or users of the Property shall bear the costs to prepare a supplement to this Declaration which shall show the new location(s) of Remediation Systems and/or Utility Systems Work, if necessary, and owners, operators or users of the Property shall bear the costs to record such supplement.

e. Owners, operators or users of the Property shall, as soon as reasonably practicable, deliver to Declarant any written notice, information or other communication received from (or notify Declarant of any material oral communications with) any Governmental Body, in each case which relates to the Environmental Remediation Activity or the existing or future Remediation Systems associated with the Work. Declarant shall, as soon as reasonably practicable, deliver to the owner of the Property copies of any material written notice, material information or other material communication received from, or submitted to (or notify the owner of the Property of any material oral communications with) any Governmental Body, in each case which relates to the Environmental Remediation Activity or the existing or future Remediation Systems associated with the Work provided that, upon request of the owner of the Property, Declarant shall provide to the owner Declarant's relevant communications with any Governmental Body, which relates to the Environmental Remediation Activity or the existing or future Remediation Systems associated with the Work.

f. Except as provided in Section 5(b), any existing or, to the extent installed by or on behalf of Declarant, future Remediation Systems and/or Utility Systems Work shall remain the property and in the control of Declarant.

g. The obligations and requirements of this Section 5 shall survive until such time as Declarant has met the cleanup objectives of all Governmental Bodies and received a no further action status (or a similar notification that the Work is complete) from VANR .

6. Obligations and Prohibitions.

a. The owners, operators and users of all or any portion of the Property shall be obligated to comply with the following restrictions, easements, covenants and obligations:

i. With respect to **groundwater underlying all or any portion of the Property**, the pumping or extraction of groundwater underlying the Property, other than in connection with the BTV Remedial Action, is prohibited; unless such pumping or extraction is affirmatively required by VANR of the owners, operators or users of the Property under Environmental Law, and only then in consultation with Declarant. No groundwater wells shall be installed without the approval of VANR. The use of groundwater for any purpose is prohibited; except to the extent such use is under the direction of and with the written approval of Declarant; provided that, under no circumstances is the use of groundwater for potable purposes allowed.

ii. With respect to **future use of all or any portion of the Property**, any future change in use of the Property, other than Industrial Use (as defined herein), permitted hereunder must be approved, to the extent required, by VANR and any other Governmental Body and the owners or users of the Property must provide Declarant with reasonable advance written notice of such proposed future change in use. All costs associated with any future change in use of the Property permitted hereunder that requires development of any kind and/or requires remediation (other than the BTV Remedial Action), as determined by VANR and any other Governmental Body, shall be paid by the owners or users of the Property. The owners, operators or users of the Property shall not use, operate or develop, and shall prohibit the use, development or operation of the Property for any purposes other than Commercial Use or Industrial Use (as such terms are defined below).

iii. With respect to **structures on all or any portion of the Property**, if at any time, any owner and user of the Property elects, or is

required, to demolish any structures (other than any equipment or facilities that are related to the BTV Remedial Action and that are owned by the Declarant) located on the Property, such owners, operators or users shall (i) pay the entire cost of such demolition and of the disposal of all debris in accordance with applicable law and (ii) provide Declarant with reasonable advance written notice. After such demolition is complete, the owners, operators or users of the Property shall allow the Declarant a reasonable period of time to investigate and remediate the demolished area in connection with the BTV Remedial Action. At any time after the date of this Declaration, for any new structures that are constructed on the Property, the owner and users of the Property shall install, maintain and pay for the installation of vapor mitigation systems in such new structures sufficient to cause the air quality in such structures as reasonably necessary to comply with all requirements established by VANR, to the extent applicable, and with all other applicable laws.

iv. With respect to that portion of the Property designated as the **Regulated Area** on **EXHIBIT C** attached hereto, the owners and users thereof shall not use, operate or develop, and shall prohibit the use, development or operation of the Regulated Area for any purposes other than Industrial Use (as such term is defined below).

v. With respect that portion of the Property designated as the **Regulated Area** on **EXHIBIT C** attached hereto, during excavation of any soils thereon, the owners and users thereof shall sample, manage and dispose of such soils in accordance with Environmental Laws and any other applicable regulatory requirements.

vi. With respect that portion of the Property designated as the **Landfill** on **EXHIBIT C** attached hereto, the owners and users thereof shall not disturb, penetrate or excavate, and shall prohibit any third party from disturbing, penetrating or excavating, the soil or within the Landfill.

b. The Declarant Parties shall be obligated to comply with the following restrictions, covenants and obligations:

i. The Declarant Parties shall perform the Work, the Environmental Remediation Activity and the Utility Systems Work in compliance with all applicable Laws.

ii. The Declarant Parties shall obtain at their sole cost and expense all governmental permits and authorizations of whatever nature required by any and all applicable Governmental Bodies for the Work, the Environmental Remediation Activity and/or the Utility Systems Work.

c. Upon request by the owner of the Property, Declarant and the owner of the Property shall use commercially reasonable efforts to terminate this Declaration, to the extent permitted by Law and the relevant Governmental Bodies, with respect to any portion of the Property where Declarant, or another person or entity, has permanently met the cleanup objectives of all Governmental Bodies and received a no further action status (or a similar notification that the Work is complete) from VANR; provided that, to effectuate such termination, Declarant shall prepare, and the owner of the Property shall record, a supplement to this Declaration indicating those areas of the Property that are no longer subject to the obligations and restrictions set forth in this Declaration.

7. Cooperation. Declarant and any owners, operators or users of the Property (including any transferees, lessees and occupants of such owners, operators or users) shall reasonably cooperate with each other to accomplish the requirements of, or to ensure compliance with, this Declaration; provided that, when performing the Work, Declarant will comply with the owner of the Property's health, safety, security and continuous operations requirements; provided further that such health, safety, security and continuous operations requirements are reasonable and are supplied to Declarant in advance of the Work. For the removal of doubt, reasonable cooperation may include, but is not limited to, Declarant's prior notice to, or consultation with, the owner of the Property regarding construction design in the event of planned, non-routine Environmental Remediation Activity and/or Utility Systems Work.

8. Successors. The covenants, terms and restrictions of this Declaration shall be binding upon and inure to the benefit of Declarant hereto and its successors, heirs and assigns.

9. Subsequent Transfers. The terms of this Declaration shall be incorporated by reference into any deed or other legal instrument by which Declarant or any successor owner of the Property divests itself by sale, exchange, devise or gift of all or any portion of the Property. Declarant shall be furnished with written notice of the transfer of any such interest, accompanied by a copy of the document utilized to affect such transfer, within thirty (30) days of the date of such transfer. Failure of any successor owner of the Property to perform any act required by this

Section9 shall not impair the validity of this Declaration or limit its enforceability in any way.

10. Recordation. Declarant shall record this instrument in the Official Records of the appropriate Town or Village Clerk and shall pay all recording costs in connection therewith.

11. Notices. All notices, consents, approvals or other communications required under the provisions of this Declaration shall be in writing and shall be deemed properly given if hand delivered, sent by a nationally recognized overnight courier, or sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor in interest, at the addresses below:

    a. For Declarant:

    Manager, Environmental Remediation
    International Business Machines Corporation
    8976 Wellington Road
    Manassas, VA 20109
    (703) 257-2587

    Environmental Counsel
    International Business Machines Corporation
    294 Route 100
    Somers, NY 10589
    (914) 766-2684

    b. For current Property owner:

    Environmental Manager
    GLOBALFOUNDRIES U.S. Inc.
    1000 River Road
    Essex Junction, VT 05452

    Director, Global EHS
    GLOBALFOUNDRIES U.S. Inc.
    2600 Great America Way, Santa Clara, CA 95054

12. Remedies and Enforcement. Monetary damages would not be adequate or sufficient to compensate Declarant for a breach of any of the restrictions, easements, covenants and/or obligations of this Declaration. Accordingly, in addition to any other remedies available to Declarant administratively, at law, in equity, by statute or otherwise under this Declaration or otherwise, Declarant may obtain a mandatory and/or prohibitory injunction compelling any owner or user of the Property from time to time of all or any portion of the Property and/or any of

its successors, heirs, assigns, transferees, lessees and occupants, to specifically perform and observe the restrictions, easements, covenants and obligations contained in this Declaration or to remedy any failure to perform or observe any such restrictions, easements, covenants or obligations. No right or remedy conferred upon Declarant in this Declaration is intended to be exclusive of any other right or remedy contained in this Declaration or at law or equity. Every such right or remedy shall be cumulative and shall be in addition to each other right and remedy contained in this Declaration or now or hereafter available to Declarant at law, in equity, by statute or otherwise.

13. Miscellaneous Provisions.

a. Severability. If any provision of this Declaration or the application of it to any person or circumstance is found to be invalid, the remainder of the provisions of this Declaration and the application of the provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected by the invalid provision.

b. Amendment. This Declaration may be modified by the mutual consent of the owner of the Property and Declarant, which consent shall not be unreasonably withheld.

c. Controlling Law. The interpretation and performance of this Declaration shall be governed by the laws of the State of Vermont.

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

e. Definitions.

i. "**BTV Remedial Action**" means the ongoing Remedial Action at the Property required pursuant to the RCRA Part B Hazardous Waste Facility Permit, dated May 7, 2007, utilizing EPA ID Number VTD 002 084 705 or any subsequent replacement order or permit by or with VANR, to address Releases of Hazardous Materials on or prior to the date of this Declaration.

ii. "**Commercial Use**" means the primary purpose of buying, selling or trading of merchandise or services. Commercial Use includes passive recreational uses, such as undeveloped space, which are public uses with limited potential for soil contact. For the avoidance of doubt, Commercial Use does not include any uses

that are residential, educational, religious or primarily recreational in nature, including but not limited to residences of any type, schools, churches, hospitals, child day care facilities, senior care facilities or centers, private or commercial stables or riding academies, camps or recreational developments.

iii. "**Environmental Law**" means any applicable Law in any way relating to the protection of human health and safety, the indoor or outdoor environment or natural resources or, to the extent relating to exposure to hazardous or toxic materials, human health and safety, including the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. App. § 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.) and the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 et seq.), as each has been or may be amended and the regulations promulgated pursuant thereto.

iv. "**Environmental Remediation Activity**" means any response, removal, remedial or corrective action; any activity to clean up, detoxify, decontaminate, treat or contain any Hazardous Material; any actions to prevent, remediate or mitigate any Release or threatened Release of any Hazardous Material; and any investigation (including subsurface investigations), study, monitoring, assessment, sampling and testing (including soil and/or groundwater sampling activities) or laboratory or other analysis relating to any Hazardous Material, in each case, performed in connection with the Work.

v. "**Governmental Body**" means any government or governmental or regulatory body thereof, or political subdivision thereof, whether foreign, federal, state, or local, or any agency, instrumentality or authority thereof, or any court, arbitrator or mediator (public or private), having jurisdiction over the Property.

vi. "**Hazardous Materials**" means any substance, material or waste that is regulated, classified, or otherwise characterized under or pursuant to any Environmental Law as "hazardous," "toxic," "pollutant," "contaminant," "radioactive," or words of similar meaning or effect, including petroleum and its by-products,

asbestos, polychlorinated biphenyls, radon, mold or other fungi and urea formaldehyde insulation.

vii. **"Industrial Use"** means the primary purpose of manufacturing, production, fabrication or assembly processes, information technology equipment siting and ancillary warehouse and office use. For the avoidance of doubt, Industrial Use does not include any uses that are residential, recreational, educational, or religious in nature, including but not limited to residences of any type, schools, churches, hospitals, child day care facilities, senior care facilities or centers, private or commercial stables or riding academies, camps or recreational developments, retail stores or gymnasiums.

viii. **"Law"** or **"Laws"** means any foreign, federal, state or local law (including common law), statute, code, ordinance, rule, regulation, order or other legal requirement issued, promulgated or enforced by any Governmental Body.

ix. **"Release"** means any release, spill, emission, leaking, pumping, pouring, injection, deposit, dumping, emptying, disposal, discharge, dispersal, leaching or migration into the outdoor environment or any intruding or emanating from the outdoor environment into the indoor environment.

x. **"Utility Systems Work"** means any installation, construction, operation, maintenance, repair, replacement of, or connection to any existing electric utility, telephone communication lines, water lines, and/or wastewater or storm water sewer lines, in connection with or related to the support of any Environmental Remediation Activity, including, without limitation, any activity concerning above-ground electricity lines and associated underground and above-ground apparatus, water lines, and above-ground or underground sewer lines and associated apparatus.

[*Signature on following page*]

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hands and seals on the day and year first above written.

INTERNATIONAL BUSINESS MACHINES CORPORATION

By: Nick D'Anniballe

Name: **Nick D'Anniballe**

Title: **Director, Real Estate Investments**

State of New York
County of Westchester ss.:

On the 17th day of June in the year 2015 before me, the undersigned, personally appeared Nick D'Anniballe personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

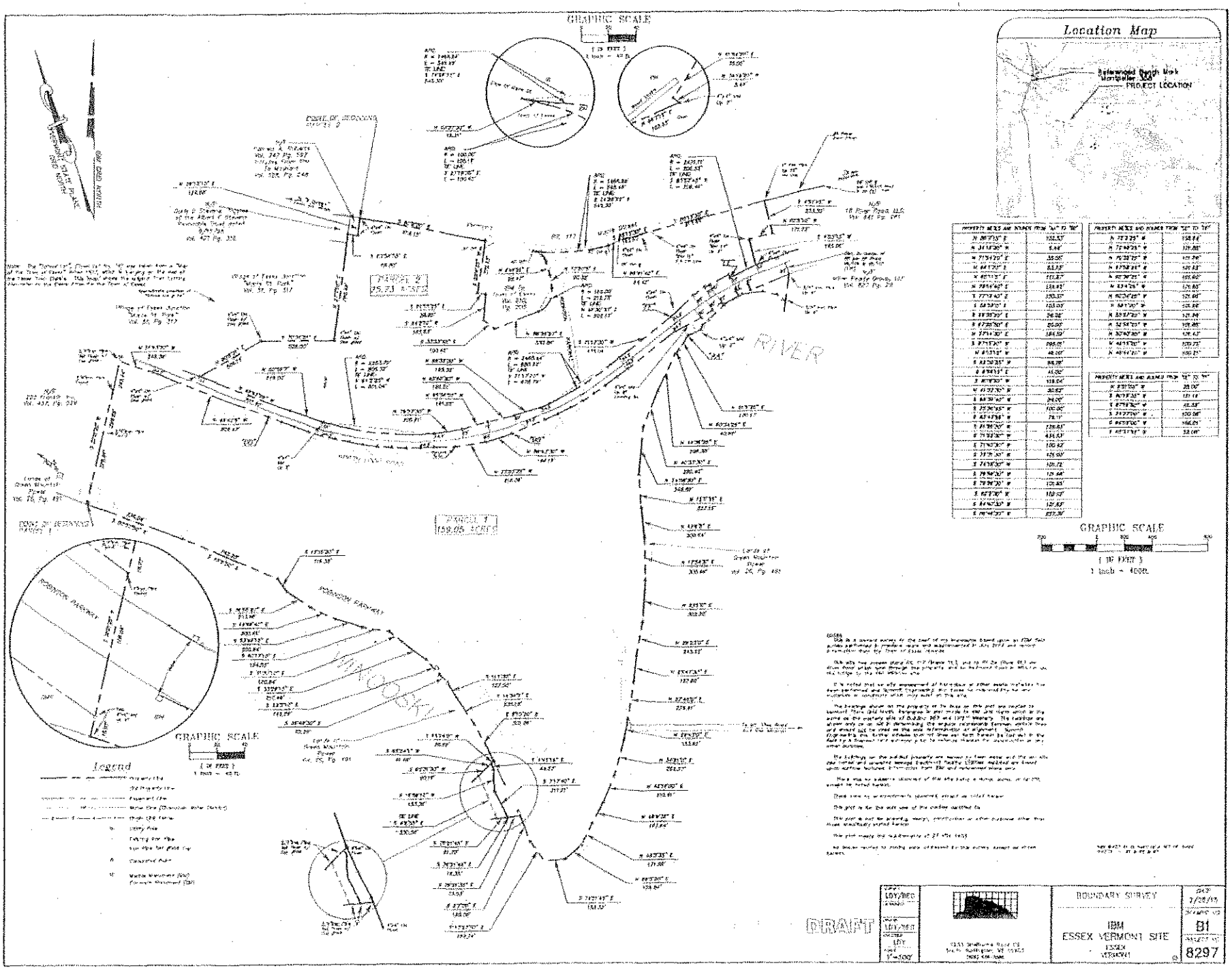
Ann C McEvily

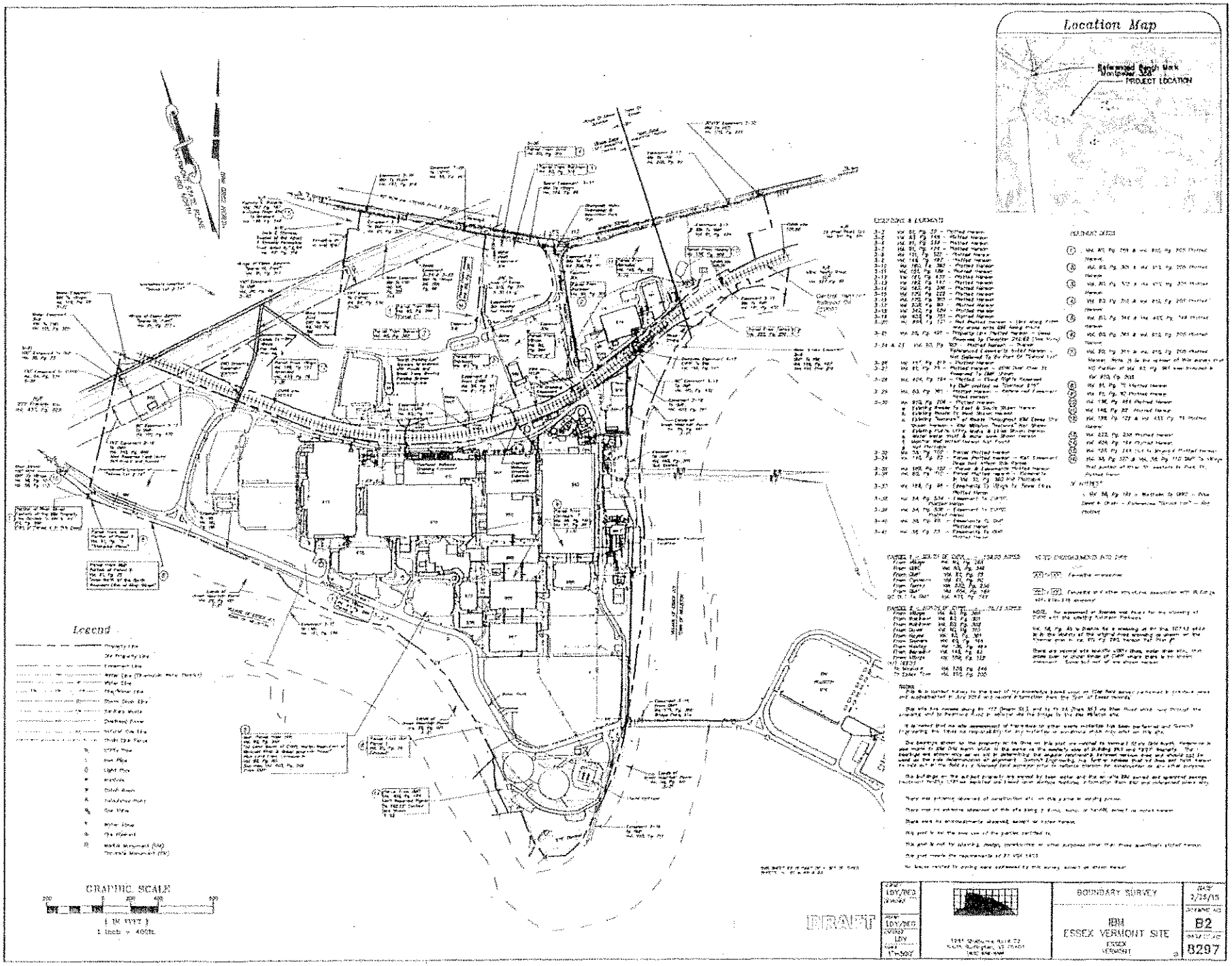
Notary Public- State of New York

ANN C. McEVILY
NOTARY PUBLIC, State of New York
No. 4929713
Qualified in Westchester County
Commission Expires August 8, 2018

Exhibit A

Figure and Description of the Land


GRAPHIC SCALE
Location Map
PROJECT LOCATION
RIVER
DRAFT
Legend
GRAPHIC SCALE
BOUNDARY SURVEY
IBM
ESSEX VERMONT SITE
B1
8297


Location Map
PROJECT LOCATION
Legend
GRAPHIC SCALE
DRAFT
BOUNDARY SURVEY
IBM
ESSEX VERMONT SITE
ESSEX
VERMONT
B2
8297

IBM ESSEX DESCRIPTION
PARCEL [illegible]
[illegible]

[illegible]

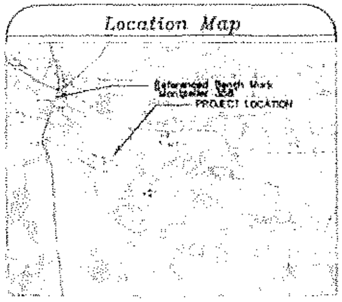
IBM ESSEX DESCRIPTION
PARCEL 2
NORTH OF CVPS

[illegible]

REFERENCED PLANS

[illegible]

Location Map



[illegible]

NOTES

[illegible]

DRAFT

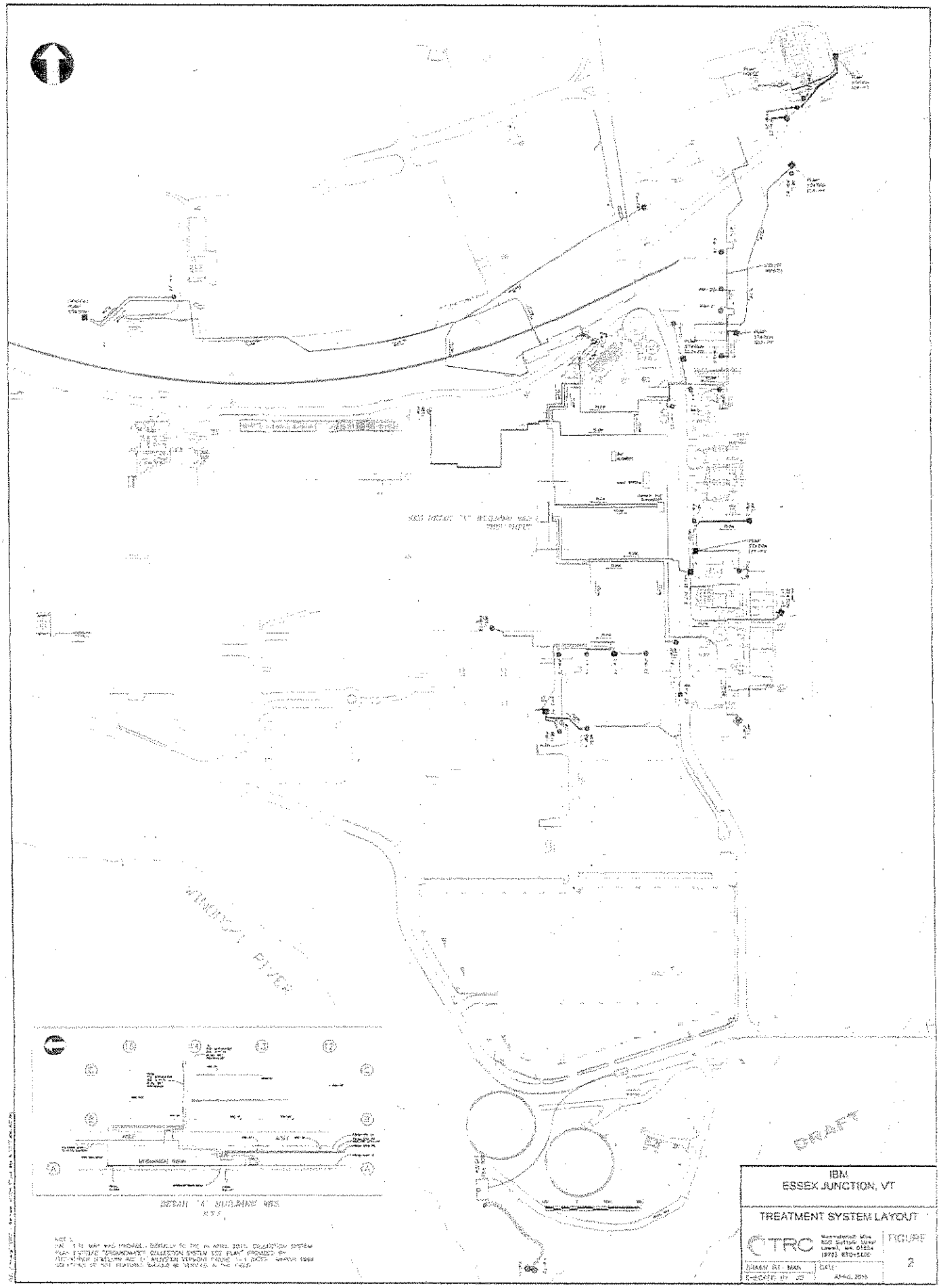
BOUNDARY SURVEY

IBM
ESSEX VERMONT SITE
ESSEX
VERMONT

DATE 2/23/15
DRAWING NO. B3
PROJECT NO. 8297

Exhibit B

Existing Remediation System


DRAFT
IBM
ESSEX JUNCTION, VT
TREATMENT SYSTEM LAYOUT
TRC
FIGURE
2
DRAWN BY: MAR
DATE:
CHECKED BY: JC
APRIL 2010

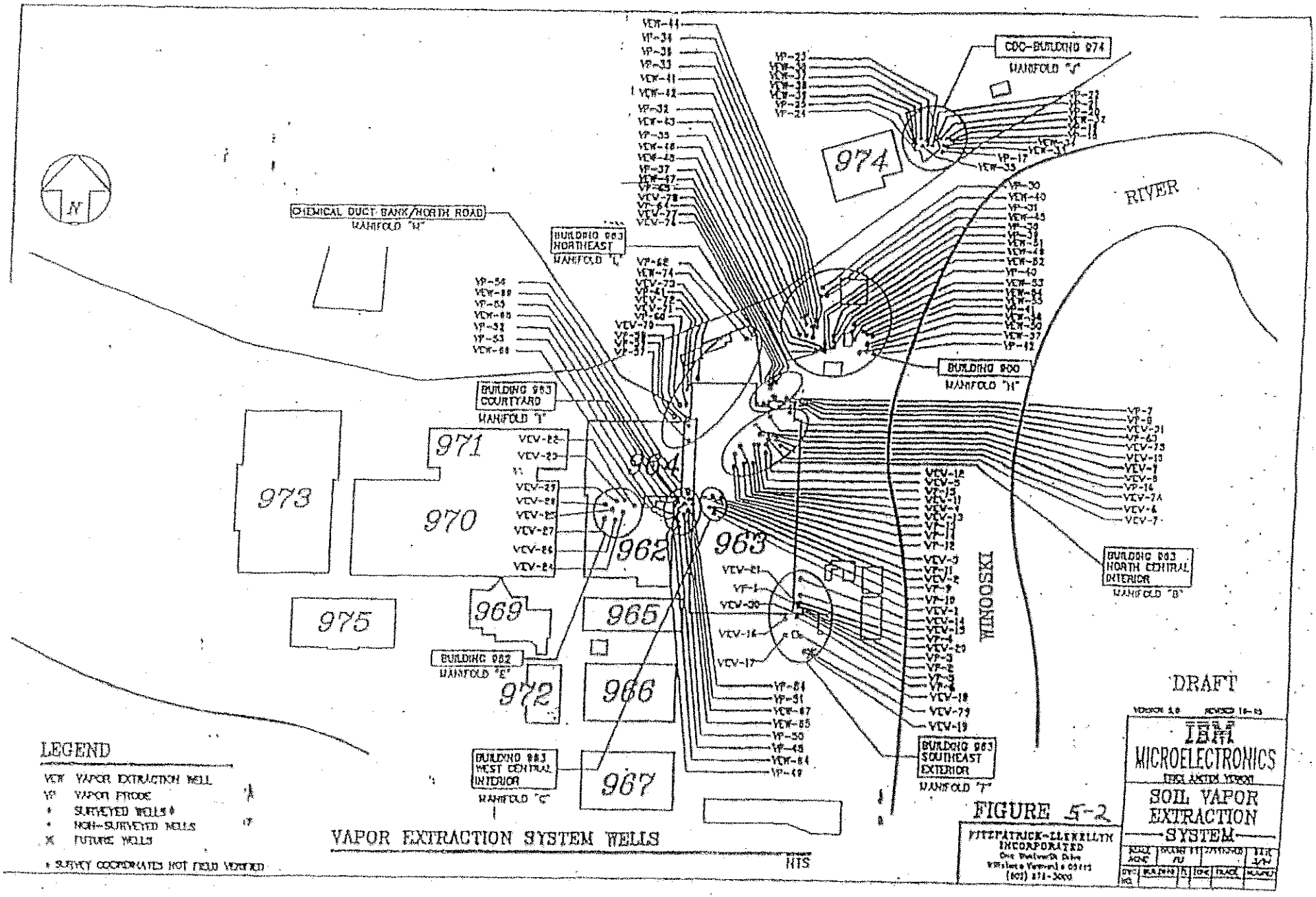

N
CHEMICAL DUCT BANK/NORTH ROAD
MANIFOLD "H"
BUILDING 983 NORTHEAST
MANIFOLD "L"
BUILDING 983 COURTYARD
MANIFOLD "I"
BUILDING 982
MANIFOLD "E"
BUILDING 983 WEST CENTRAL INTERIOR
MANIFOLD "C"
COC-BUILDING 974
MANIFOLD "J"
BUILDING 900
MANIFOLD "H"
BUILDING 983 NORTH CENTRAL EXTERIOR
MANIFOLD "B"
BUILDING 983 SOUTHEAST EXTERIOR
MANIFOLD "F"
973
971
970
975
969
972
964
962
963
965
966
967
974
RIVER
WINOOSKI
LEGEND
VEW VAPOR EXTRACTION WELL
VP VAPOR PROBE
* SURVEYED WELLS *
* NON-SURVEYED WELLS
X FUTURE WELLS
* SURVEY COORDINATES NOT FIELD VERIFIED
VAPOR EXTRACTION SYSTEM WELLS
HTS
DRAFT
IBM MICROELECTRONICS
SOIL VAPOR EXTRACTION SYSTEM
FITZPATRICK-LLEWELLYN INCORPORATED

FIGURE 5-2

Corrective Action Equipment Assets
IBM Burlington, VT

Production Wells

Location	Influent	Effluent	Number	Equipment	Detail	FlowMeters	Totalizers	Control
PW-1R	Bedrock GW	Filter Bldg., 482	1	Gould 4" (model 275H30) pump	30hp, 6 stage	In Filter Bldg	In Filter Bldg	local and remote
PW-6 (Out of Service)	Bedrock GW	Filter Bldg., 482	1	Gould 4" (model 275H20) pump	20hp, 4 stage	-	-	Discharge line to filter building is broken
PW-7	Bedrock GW	Filter Bldg., 482	1	Gould 4" (model 275H20) pump	20hp, 4 stage	In Filter Bldg	In Filter Bldg	local and remote

SD Pump Stations

Location	Influent	Effluent	Number	Equipment	Detail	FlowMeters	Totalizers	Control
SD2-PS	Underdrain for SD2, Manhole C-20 to SD2-PS	Common SD Force Main to Bldg 482	2	Hydromatic SKH 150 pumps	480 VAC, 3 phase	Polysonics model IFM Flow		B/W Controls liquid level float switches, Model 7010-G-4-B-20
SD3-PS	SD-3 and SD-4	Common SD Force Main to Bldg 482 or Winooski River	2	Hydromatic SKH 150 pumps	480 VAC, 3 phase	Neptune flowmeter T-10	Neptune flowmeter T-10	B/W Controls liquid level float switches, Model 7010-G-4-B-20
SD5-PS	2 Underdrains east and west and RW-62	Common SD Force Main to Bldg 482	2	Hydromatic SKH 150 pumps	480 VAC, 3 phase	Neptune flowmeter T-10	Neptune flowmeter T-10	B/W Controls liquid level float switches, Model 7010-G-4-B-20
SD6-PS	SD-6, RW-26 & RW-27	Common SD Force Main to Bldg 482 or Winooski River	2	Hydromatic SKH 150 pumps	480 VAC, 3 phase	Neptune flowmeter T-10	Neptune flowmeter T-10	B/W Controls liquid level float switches, Model 7010-G-4-B-20
RW-10	RWT GW	Combine with RW-17 to PCF Separator	1	Grundfos model 55039	240 VAC, 1/3 HP	-		Control panel CP-1
RW-17	RWT GW	Combine with RW-10 to PCF Separator	1	Grundfos model 55039	240 VAC, 1/3 HP	-		Control panel CP-2
RW-19	RWT GW	Common SD Force Main to Bldg 482	1	Grundfos model 55039	240 VAC, 1/3 HP	-		Control panel CP-2
RW-20	RWT GW	Common SD Force Main to Bldg 482	1	Grundfos model 55039	240 VAC, 1/3 HP	-		Control panel CP-2
RW-21	RWT GW	Common SD Force Main to Bldg 482	1	Grundfos model 55039	240 VAC, 1/3 HP	-		Control panel CP-2
RW-22	RWT GW	Common SD Force Main to Bldg 482	1	Grundfos model 55039	240 VAC, 1/3 HP	-		Control panel CP-1
RW-23	RWT GW	Common SD Force Main to Bldg 482	1	Grundfos model 55039	240 VAC, 1/3 HP	-		Control panel CP-1
RW-26	A/F GW	SD6-PS	1	Grundfos model 55039	240 VAC, 1/3 HP	Neptune flowmeter T-10	Neptune flowmeter T-10	
RW-27	A/F GW	SD6-PS	1	Grundfos model 55039	240 VAC, 1/3 HP	Neptune flowmeter T-10	Neptune flowmeter T-10	
RW-62	A/F GW	SD5-PS	1	Grundfos Model 25510-7	-	-	-	Timer control and water level control
RW-9	RWT GW	Common SD Force Main to Bldg 482	1	Grundfos model 55039	240 VAC, 1/3 HP	-	-	Franklin Electric Pumptec Model 5800020116, Control panel CP-1

"EP" PUMP STATIONS (EP1PS, EP2PS, EP3PS)

Location	Influent	Effluent	Number	Equipment	Detail	FlowMeters	Totalizers	Control
Pump Station EP1PS	RW-1, RW-7 and RW-8	Building 963 Column A14	1	Myers, Model WHRE2023 pump		1		Modicon controller
Pump Station EP2PS	WTP equalization basin underdrain	EP1PS or through valve pit 6 to the common force main	2	Myers, Model WHRE2023	208 VAC, 3-phase motors			Remote - EP1PS
Pump Station EP3PS	RW-3 and RW-4	Building 963 Column A14	2	Myers, Model WHRE2023	208 VAC, 3-phase motors			Modicon controller
RW-1	A/F GW	EP1PS	1	Grundfos Model 55039	1/2 hp	1	TRICON E transmitte	Franklin Electric well pump controllers
RW-2	--	shut down			-			
RW-24	A/F GW	Landfill Pump Station	1	Grundfos 55039	1/3 hp Electric	1	1	
RW-3	RWT GW	EP3PS	1	Grundfos 55039	Franklin ½ hp, 208 VAC motors			Franklin Noload
RW-4	RWT GW	EP3PS	1	Grundfos 55039	Franklin ½ hp, 208 VAC motors			Franklin Noload
RW-8	RWT GW	EP1PS	1	Grundfos Model 55039	1/2 hp	1	TRICON E transmitte	Franklin Electric well pump controllers

XYLENE RECOVERY WELL (RW1X)

Location	Influent	Effluent	Number	Equipment	Detail	FlowMeters	Totalizers	Control

RW1X (Xycom)	A/F GW	Building 963 Column A14	1	Grundfos 55039	Franklin ½ hp, 208 VAC motors	1		Franklin Electric well pump controllers

BUILDING 963 RECOVERY WELLS

Location	Influent	Effluent	Number	Equipment	Detail	FlowMeters	Totalizers	Control
EAP-2		PCE separator column 5,7,16 Bldg. 963 Penthouse	1	QED model LP 1301	Pneumatic			Pulse Sender Controller, QED model L360
RW II-42A	RWT GW	PCE separator	1	submersible pump	single phase			Franklin Electric well pump controlle
RW-10P	RWT GW	PCE separator	1	QED model LP1301	Pneumatic			Well Master controller, QED model L380, Pulse Sender Controller, QED model L3
RW-13	RWT GW	Bldg. 963 Coln. K manifold cabinet	1	Grundfos model 55039	240VAC, 1 phase, 1/3 hp pumps		Manifolded (K1) totalizer on Manifold	Franklin Noload Panel CP3 Room 9631/0104
RW-14	RWT GW	Bldg. 963 Coln. K manifold cabinet	1	Grundfos model 55039	240VAC, 1 phase, 1/3 hp pumps		Manifolded (K1) totalizer on Manifold	Franklin Noload Panel CP3 Room 9631/0104
RW-15	RWT GW	Bldg. 963 Coln. K manifold cabinet	1	Grundfos model 55039	240VAC, 1 phase, 1/3 hp pumps		Manifolded (K1) totalizer on Manifold	Franklin Noload Panel CP3 Room 9631/0104
RW-16	RWT GW	Bldg. 963 Coln. K manifold cabinet	1	Grundfos model 55039	240VAC, 1 phase, 1/3 hp pumps		Manifolded (K1) totalizer on Manifold	Franklin Noload Panel CP3 Room 9631/0104
RW-18	RWT GW	Bldg. 963 Coln. K manifold cabinet	1	Grundfos model 55039	240VAC, 1 phase, 1/3 hp pumps		Manifolded (K1) totalizer on Manifold	Franklin Noload Panel CP3 Room 9631/0104
RW-1P (Abandoned)	RWT GW	Near PCE separator	1	submersible pump	single phase		--	conductance type level controls
RW-2B	RWT GW	Bldg. 963 column 1-1 pump room	1	Grundfos model 55039	240VAC, 1 phase, 1/3 hp pumps			Franklin Noload
RW-2P (Abandoned)	RWT GW	Near PCE separator	1	QED model LP1301	Pneumatic			Well Master controller, QED model L380, Pulse Sender Controller, QED model L3
RW-3P (Abandoned)	RWT GW	Near PCE separator	1	QED model LP1301	Pneumatic			Well Master controller, QED model L380, Pulse Sender Controller, QED model L3
RW-4P (Abandoned)	RWT GW	Near PCE separator	1	QED model LP1301	Pneumatic			Well Master controller, QED model L380, Pulse Sender Controller, QED model L3
RW-5P (Abandoned)	RWT GW	Near PCE separator	1	QED model LP1301	Pneumatic			Well Master controller, QED model L380, Pulse Sender Controller, QED model L3
RW-6P (Abandoned)	RWT GW	Near PCE separator	1	QED model LP1301	Pneumatic			Well Master controller, QED model L380, Pulse Sender Controller, QED model L3
RW-7P (Abandoned)	RWT GW	Near PCE separator	1	QED model LP1301	Pneumatic			Well Master controller, QED model L380, Pulse Sender Controller, QED model L3
RW-8P (Abandoned)	RWT GW	Near PCE separator	1	QED model LP1301	Pneumatic			Well Master controller, QED model L380, Pulse Sender Controller, QED model L3
RW-9P (Abandoned)	RWT GW	Near PCE separator	1	QED model LP1301	Pneumatic			Well Master controller, QED model L380, Pulse Sender Controller, QED model L3

Pump Station LFPS

Location	Influent	Effluent	Number	Equipment	Detail	FlowMeters	Totalizers	Control
RW-24	Alluvium/FPI GW	Landfill Pump Station	1	Grundfos model 55039	240 VAC, 1/3 HP		Neptune Flowmeter T-10	
LFPS	2-Landfill Trench Drains, RW-24	Landfill Pump Station	2	Hydromatic SKH 150 pumps				Relay logic

PCE SEPARATOR

PCE Separator Has Been Removed								

Filter Building 482

Location	Influent	Effluent	Number	Equipment	Detail	FlowMeters	Totalizers	Control
Sediment Filters (3)	PCE Separator, Manifold K1, FP1-PS, FP2-PS, FP3-PS, RW-1X	Roberts Tank	2	Dual Cuno SS-20 (5554) cartridge filter				Differential pressure sensor
Sediment Filters (2)	Spill Containment and truck unloading area	Roberts Tank	4	Single Cuno SS-20 (5554) cartridge filter				Differential pressure sensor
Sediment Filters (3)	Landfill and Storm Drains	static mixer or Roberts Tank	2	Dual Cuno SVC3 cartridge filters				Differential pressure sensor

Corrective Action Equipment Assets
IBM Burlington, VT

Roberts Tank	Sediment Filters	GAC 3.0	1	Robert's Blend/Surge/Storage	2250 gallon			Level sensor
Transfer Pumps	Roberts tank	GAC 3.0	1	Sandpiper VIP ST 1-½-A	Air operated	Signet MK 575	Signet 3-8500	Level sensor
Transfer Pumps	Roberts tank	GAC 3.0	1	Sandpiper VIP ST 1-½-A	Air operated	Signet MK 575	Signet 3-8500	Level sensor
Transfer Pumps	Perc Tank	Roberts Tank	2	Sandpiperpump model ST 1A	Air operated	Signet MK 575	Signet 3-8500	Level sensor
3.0 GAC Adsorbers	Roberts tank	static mixer	2	Model 3.0 GAC Absorbers, Calgon	2,000 pounds	-	-	Level and pressure control
7.5 GAC Adsorbers	Drone wet well	storm drain / cooling water make up	2	Model 7.5 GAC Absorbers, Calgon	10,000 pounds	-	-	Level and pressure control
7.5 GAC Air Compressor	7.5 GAC delivery/disposal	-	1	Quincy Model QMB/T 25 air compressor	25 hp			
Truck Unload Area	Spill Containment	Sediment Filters (2)	1	Sandpiper VIP ST 1-½-A	Air operated	Signet MK 575	Signet 3-8500	Level sensor
Booster Blower	VFW-74	Hoffman blower	1	Spenser	1.25 hp Regenerative			
Drone Emergency Effluent Carbon Treatment	Drone Distruction Unit	Ambient Air	2	200 lb Vapor Phase GAC Drums				

BUILDING 963 COMMON FORCE MAIN

Location	Influent	Effluent	Number	Equipment	Detail	FlowMeters	Totalizers	Control
	Column A14 Manifold & Courtyard Vapor Extraction Knockout Tank Station	Filter Building						

Fire Training Area (FTA)

Location	Influent	Effluent	Number	Equipment	Detail	FlowMeters	Totalizers	Control
Carbon Drums	Sediment Filters (2)	IWTP or River	2	55 gallon carbon drums operated in series.	Filtersorb by Calgon	Neptune flowmeters	Neptune flowmeters	PLC
Emergency Waste Tank Pump Station/Treated Water Wet Well	FTA Treatment System	Industrial Waste Treatment Plant		submersible pump	1/2 hp Grundfos	-	-	PLC
RW-11	Basal Till	FTA Support Bldg	1	submersible pump	5 gpm max	-	-	PLC
RW-12	RWT	FTA Support Bldg	1	submersible pump	5 gpm max	-	-	PLC
Sediment Filters (1)	RW-11, RW-12, Soil Pad	Carbon Drums	1	CUNO 55-B model and holds eight 10" or four 20" 75 or 50 micron fiber filters		-	-	
Sediment Filters (2)	RW-11, RW-12, Soil Pad	Carbon Drums	1	second and third housings are CUNO Model 1M2 units that hold two 10" or one 20" filters each.		-	-	
Soil Pad	Rain water	FTA Support Bldg	2	sump pump	-	-	-	Level sensor

Soil Vapor Extraction (SVE) - Separate inventory needed for these systems

Location	Influent	Effluent	Number	Equipment	Detail	FlowMeters	Totalizers	Control
SVE wells	Soil Gas	Blower	74	Manifolds B, C, E, F, G, H, J, L, and M	PVC	-	-	
Hoffman Blower	Soil Gas	Moisture Separator	1	Balder Meter, Gardner/Denver Blower		-		New VFD Blower
Hoffman Blower	Soil Gas	Moisture Separator	1	4207A Blower		-	-	Back-up Blower
Moisture Separators	Soil Gas	VARA System	3	Patron				

VOBA adsorption system	Blower Exhaust	Air / Bldg 482	1	2 Activated carbon adsorption units, an exhaust fan, 2-stage three-phase decant tank, and two pumps to transport the solvent and aqueous phases to separate treatment systems	2,000 pounds of carbon each, 7.5 hp fan			

Ozone/Hydrogen Peroxide Treatment System

Location	Influent	Effluent	Number	Equipment	Detail	FlowMeters	Totalizers	Control
Hydrogen peroxide metering pump station			2	Milton Roy LMI metering pump				
In-line mixer			1	Kenics static mixer				
Oxygen concentrator/air separator AS-1			1	AirSep PSA Oxygen units				
Ozone destruct units			3	Model ODS 10N , manufactured by Ozone Solutions				
Ozone generators			3	Degremont Technologies (Ozonia LTD) Generator O2A1 CFS 03 2G				
Ozone injector			1	Model 1584, manufactured by Mazzei Injector Corporation				
Ozone monitors/oxygen analyzers			3	PCI WEDCO ambient				
Ozone monitors/oxygen analyzers			1	OZH-33 Model LC-1				
Ozone monitors/oxygen analyzers			2	1054B-OZ dissolved monitors				
Ozone monitors/oxygen analyzers			1	series 2000 Percent Oxygen Analyzer				
Ozone reactors			2	2,250 gallon tanks, Raven Industries	72" diameter, 139" high, fiberglass			
Ozone vent system		SVE master manifold Col J-77 Bldg 963						
Ozone wet well			1	1,500 gall tank	72" diameter, 96" high, fiberglass	Moore Model 350 controller		
Ozone wet well pumps			2	25 HP pumps, Model 4007, Weinman Corp	ABB, Model ACS-500460 variable Frequency Drive, volt, 3 phase, 60 cycle			
Program Logic Controllers			3	Modicon Model 945 PLC				
Program Logic Controllers			10	Modicon PLC's				
Program Logic Controllers			1	Modicon Quantum PLC				

Corrective Action Structures
IBM Burlington, VT

Production Wells

Equipment	Structure	Housing	Location
PW-1R	Vault 12'x12'	Well Head, Pump, Local Contols	north of Bldg. 963 cooling towers
PW-6	Building	Well Head, Pump	Between buildings south of the Biologic Waste Treatment Plant reactors on East Road (BWTP)
PW-7	Building	Well Head, Pump	north of Bldg. 964 near the northwest corner

SD Pumpstations

Equipment	Structure	Housing	Location
SD2-PS	6' diameter precast concrete, 10' deep with a 4-foot square insulated acces hatch	pumps, switches, flow meters	northeast of Bldg. 963 and southwest of Bldg. 900
SD3-PS	(2) 5' square precast concrete, 10' and 13' deep each chamber has a 4-foot square insulated acces hatch	Diversion chamber, pumps, switches, flow meters	east of SD2-PS behind the chemical pipe trestle on west bank of river
SD5-PS	6' diameter precast concrete, 15' deep with a 4-foot square insulated acces hatch	pumps, switches, flow meters	south of Bldg. 974 and northeast of SD3-PS on west bank of the river
SD6-PS	6' diameter precast concrete, 15' deep with a 4-foot square insulated acces hatch	Diversion chamber, pumps, switches, flow meters	east of Bldg. 974 and the tank farm
C-19	Manhole	cleanout for underdrain	North of SD2-PS and west of Bldg. 900
C-20	Manhole	cleanout for underdrain	North of SD2-PS and west of Bldg. 900
Cleanout	Manhole	cleanout for underdrain	midway between C-19 and C-20
B1	Manhole/catch basin	Access point to Strom Drain 4	Near Bldg. 900
B3	Manhole/catch basin	Access point to Strom Drain 4	Near Bldg. 900
B4	Manhole/catch basin	Access point to Strom Drain 4	Near Bldg. 900
B5	Manhole/catch basin	Access point to Strom Drain 4	Near Bldg. 900
Cleanouts	Manhole/catch basin	cleanout for underdrain	35' northeast of SD5-PS
Cleanouts	Manhole/catch basin	cleanout for underdrain	25' Southwest of SD5-PS
Sheet Pile wall	Sheet pile wall	-	Underground between RW-25 and RW-27

Corrective Action Structures
IBM Burlington, VT

Landfill

Equipment	Structure	Housing	Location
LFPS	6' diameter concrete wall tiles, 21' deep with a 6'x4' Bilco hatch	pumps, switches, flow meters	south west of landfill
Trench Drains	2-legs (1) 433' and (2) 143' long	4" PVC slotted well screen and backfill	South and west of landfill
Trench Drain	1 leg	6" PVC slotted well screen and backfill	Upgradient and parallel to sheetpile wall
Cleanouts	4' diameter concrete manhole with 24" access cover	cleanout for underdrain	443' north of LFPS
Cleanouts	4' diameter concrete manhole with 24" access cover	cleanout for underdrain	143' east of LFPS
Sheet Pile wall	310-foot sheet pile wall		Underground between RW-24 and LFPS

EP Pumpstations

Equipment	Structure	Housing	Location
EP1-PS	6' diameter precast concrete, 10' deep with a 4-foot square insulated acces hatch	pumps, switches, flow meters	northwest corner of Industrial Waste Treatment plant (IWTP)
EP2-PS	6' diameter precast concrete, 10' deep with a 4-foot square insulated acces hatch	pumps, switches, flow meters	east of Industrial Waste Treatment plant (IWTP) on west bank of river
EP3-PS	6' diameter precast concrete, 10' deep with a 4-foot square insulated acces hatch	pumps, switches, flow meters	northeast corner of Bldg. 966

Corrective Action Structures
IBM Burlington, VT

FTA

Equipment	Structure	Housing	Location
Support Building	8'x12' metal buliding slab on grade	FTA carbon treatment system, electrical and heat	South premeter rd, near water tanks
Soil Pad	concrete slab curbed on 3 sides with a catch basin	storage for soil rolloffs	southwest of suport bldg
Catch basin	prrecast concrete 12' x 6' x 8'	pumps, switches, flow meters	part of soil pad

Intergrated Equipmnet

Equipment	Structure	Housing	Location
Conceting piping	Utility Trestle coverd and heated	process utilities and GW from wells	From CDC passing Bldg. 900 and ending In Northeast corner of Bldg. 963
RW-1P to 10P	inside Bldg. 963	well heads	Bldg. 963 (Colums A-C 12-15)
Force Mains (963)	inside Bldg. 963	transfer lines from RW to Bldg 482	throughout Bldg. 963
Force Mains (964)	inside Bldg. 964	transfer lines from RW to Bldg 482	throughout Bldg. 964
SVE system (963)	inside Bldg. 963 (mezz)	Blower, carbon treatment, well heads, Water knockouts, manifolds	throughout Bldg. 963
SVE system (964)	inside Bldg. 964 (mezz)	well heads, water knockouts and manifolds	throughout Bldg. 964
SVE Manifold "F"	Metal cabinent	well heads, water knockouts and manifolds	Southeast corner of Bldg. 963
SVE Manifold "H"	Trailer	well heads, water knockouts and manifolds	South of Bldg. 900
GW treatment system	Filter Bldg. 482	sediment filiters, GAC systems, Ozone system, mixing vessels	throughout Bldg. 482
GW Discharge	Filter Bldg. 482/plant cooling system make up water	Discharge pumps	throughout Bldg. 482
Electic power	Motor Control Centers	Electric breakers	varrouis MCC through out the plant

Corrective Action Electrical Connnections
IBM Burlington, VT

PRODUCTION WELLS

Equipment	Electrical Connenction Location
PW-1R	MCC 2II Switch 6C, in Building 963 penthouse,col. H26
PW-6	MCC19II Switch 11B, in Building 054, mezzanine level
PW-7	MCC3A Switch 10B, in Building 963 boiler room,col. H23
PW-1A	MCC1A Switch 2A, in Fire Department pump house*

SD PUMP STATIONS

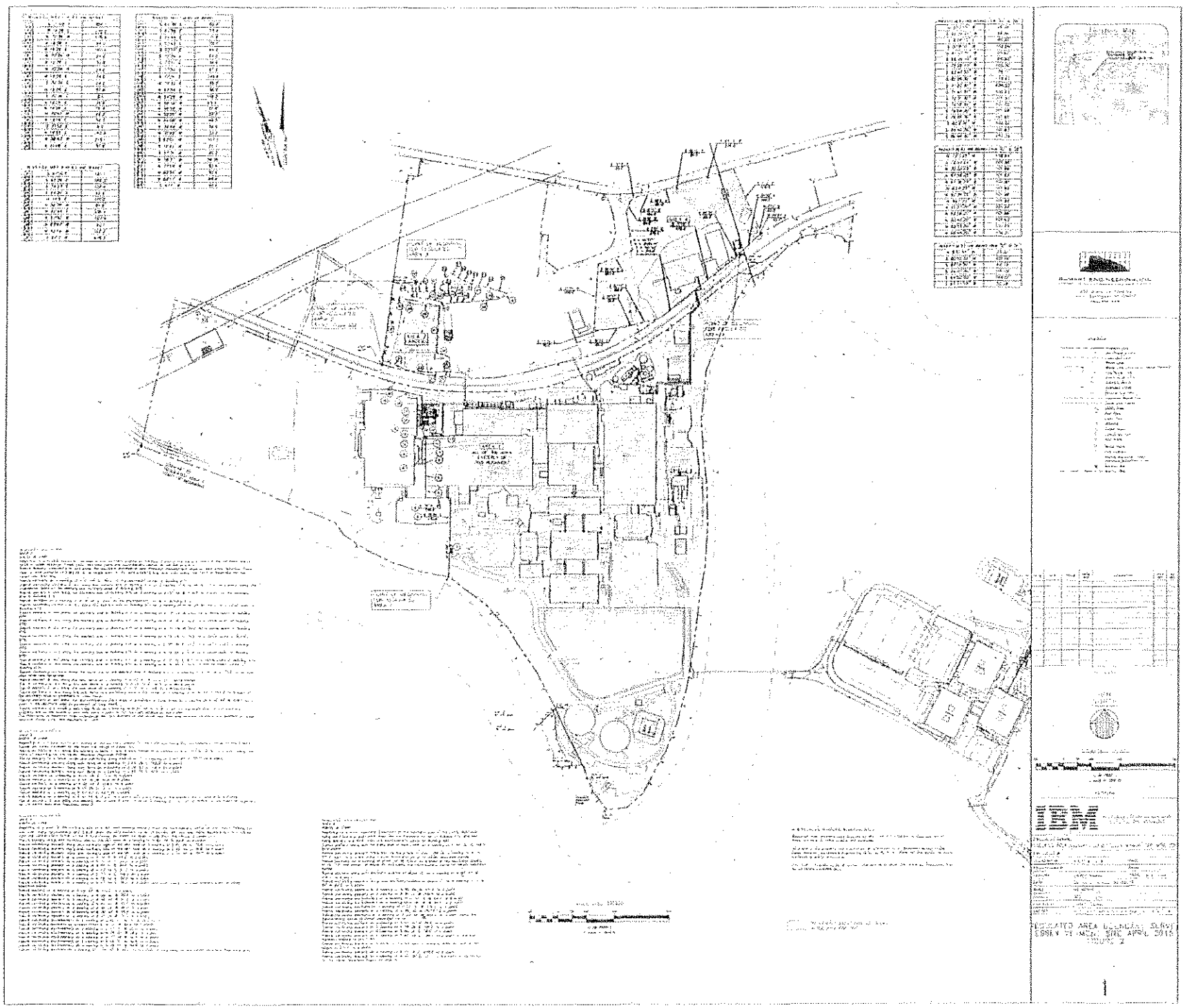
Equipment	Electrical Connenction Location
SD2-PS	Building 963, MCC24, Section 3F
SD3-PS	Building 963, MCC24, Section 5C
SD5-PS	Building 974, MCC2, Section E6
SD6-PS	Building 974, MCC3, Section A3

PUMP STATION LFPS

Equipment	Electrical Connenction Location
	Motor control center in Building 971 EXT., MCC 46

Exhibit C

Figure of Regulated Area


IBM