

JONES DAY

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September 10, 2014

Via Email & UPS Overnight Courier

Jeffrey Wilcox, Ph.D.
Associate Professor
Department of Environmental Studies
The University of North Carolina at Asheville
159 Rhoades-Robinson Hall
Asheville, NC 28805
jwilcox@unca.edu

Via Email & UPS Overnight Courier

Sally Wasileski, Ph.D.
Associate Professor
Department of Chemistry
The University of North Carolina at Asheville
113 Zeis Hall
Asheville, NC 28805
swasiles@unca.edu

Dear Professors Wilcox and Wasileski:

This firm¹ represents CTS Corporation ("CTS") in its investigation and cleanup of the CTS of Asheville, Inc. Superfund Site ("Superfund Site") pursuant to two administrative orders between CTS and the United States Environmental Protection Agency ("EPA"). CTS has an access agreement and a Grant of Easement (enclosed) with the relevant property owners to perform the work required by the EPA under the orders. Only CTS and its Permittees have exclusive access rights to the Remediation Easement Area, as defined in Sections 1. (f) and 2. (b) of the Grant of Easement.

The EPA believes that the Superfund Site poses certain risks to human health and the environment.² Accordingly, the EPA mandates that certain public and private areas of the Superfund Site are subject to stringent health and safety protocols. The EPA has stated that absolute and strict adherence to these protocols is necessary to ensure that people performing tasks at, in and around to the Superfund Site are not exposed to undue health or safety risks.

CTS has learned through various media channels, including newspaper articles, reports aired on Asheville television and videos posted to YouTube, that on more than one occasion you, and perhaps a number of your students, have been on the Superfund Site, ostensibly at the request of the landowner(s), to collect samples of hazardous substances and perform Superfund Site observations. Neither CTS nor the EPA authorized your presence or that of your students on the Superfund Site to perform those tasks which, if within the Remediation Easement Area,

¹ In association with CTS' North Carolina counsel, Adams Hendon Carson Crow & Saenger, P.A.

² EPA has explained its view of the risks here:
<http://www.epa.gov/region4/superfund/sites/npl/northcarolina/millsgapnc.html>

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constituted trespassing, subject to prosecution under North Carolina General Statutes Article 22B, §§ 14-159.11 through 14-159.14.

CTS hereby notifies you that neither you, your students nor any other person associated with the University of North Carolina are Permittees allowed in the Remediation Easement Area or any other part of the Superfund Site controlled by CTS that is under the jurisdiction of the EPA. CTS intends to carefully monitor the Superfund Site and refer any trespassers to the proper authorities for prosecution.

Respectfully, CTS does not intend this admonishment as a threat or legal challenge. However, CTS does intend that everyone concerned take the precautionary measures imposed by the EPA seriously and comply assiduously with their legal obligations.

Thank you for your anticipated immediate and complete non-interference with the work required by the EPA at the Superfund Site and your protection of you and your students, as required by federal and State law.

Sincerely,



Michael F. Dolan

Enclosure

cc: Douglas Orr, Ph.D. (w/enclosure) & email to chanoffice@unca.edu
Herman Holt, Ph.D. (w/enclosure) & email to hholt@unca.edu
Barbara Reynolds, Ph.D. (w/enclosure) & email to kreynold@unca.edu
Dan Harper, Esq. (w/o enclosure) & email to dan.harper@ctscorp.com
E. Thomison Holman, Esq. (w/o enclosure) & email to tholman@adamsfirm.com
Lisa Ellis, Esq. (w/o enclosure) & email to Ellis.Lisa@epa.gov

COPY

**This Instrument Prepared By
and After Recording Return to:**

**Brian L. Sedlak, Esq.
Jones Day
77 West Wacker
Suite 3500
Chicago, Illinois 60601-1692**

Filed and recorded in the
Register of Deeds Office for
Buncombe County
this 22 day of Nov.
2005 at 12:46:08
o'clock P. M, in Book
4141 at page 57A.

Legal Description:

See Exhibits A-1 and A-2 attached hereto.

Tax Identification Number(s):

GRANT OF EASEMENT

This GRANT OF EASEMENT (the "Easement") is made as of this 3rd day of November, 2005 by Lawrence H. Rice, Sr. and Doris Rice, husband and wife, residing at 273 Mills Gap Road, Asheville, North Carolina 28803 (collectively, "Grantor") and Terry D. Rice, unmarried ("Additional Grantor"), to CTS Corporation, an Indiana corporation with its principal place of business at 905 West Boulevard North, Elkhart, Indiana 46514 (collectively, "Grantee").

WITNESSETH:

WHEREAS, Grantee is a Respondent under an Administrative Order on Consent for Removal Action with the United States Environmental Protection Agency (the "EPA"), Region 4, CERCLA Docket No. CER-04-2004-3755 (the "AOC") with respect to the property located on Mills Gap Road near Skyland, Buncombe County, North Carolina, (the "Site"); and

WHEREAS, Grantor owns the real property at 273 Mills Gap Road, 275 Mills Gap Road and 277 Mills Gap Road, Asheville, North Carolina 28803 (the "Premises") that is located adjacent to the Site and such Premises are legally described on Exhibit A-1 attached hereto and made a part hereof; and

WHEREAS, Additional Grantor owns the real property at 261 Mills Gap Road, Asheville, North Carolina (the "Additional Premises") that is located adjacent to the Site and such Additional Premises are legally described on Exhibit A-2 attached hereto and made a part hereof; and

WHEREAS, Grantee and its contractors desire access to the Premises and Additional Premises in order to perform certain work required by the AOC and to take such other actions as may be required by applicable laws, decrees, actions, rules, regulations and orders (collectively "Laws") including without limitation requirements of the EPA or the State of North Carolina Department of Environment and Natural Resources ("NCDENR") at the Premises.

LHR
JR
OR

NOW, THEREFORE, for the sum of Ten and No/100 Dollars (\$10.00) in hand paid by Grantee and other good and valuable consideration, the sufficiency of which is acknowledged by the parties, the Grantor agrees as follows:

1. **Definitions.** For purposes herein:

(a) The term "Access Easement Area" is defined in Section 2(a).

(b) The term "Additional Grantor" shall mean Terry Rice and any and all successors or assigns as the owner or owners of fee simple title to all or any portion of the Additional Premises whether by sale, assignment, inheritance, operation of law, foreclosure, or otherwise.

(c) The term "Easement Area" shall mean the Access Easement Area and the Remediation Easement Area.

(d) The term "Grantee" shall mean CTS Corporation and any and all successors or assigns.

(e) The term "Grantor" shall mean Lawrence H. Rice, Sr. and Doris Rice and any and all successors or assigns as the owner or owners of fee simple title to all or any portion of the Premises whether by sale, assignment, inheritance, operation of law, foreclosure, or otherwise.

(f) The term "Permittees" shall mean the employees, agents, contractors, customers, invitees, and licensees of the Grantee.

(g) The term "Remediation Easement Area" is defined in Section 2(b).

(h) The term "Remediation Work" is defined in Section 2(b).

2. **Grant of Easements.** (a) In order to provide Grantee access to and from the Remediation Easement Area (i) Grantor hereby grants to Grantee and its Permittees a non-exclusive easement for pedestrian, vehicular, and semi-trailer truck ingress to and egress from the Remediation Easement Area upon, over, above and across a portion of the Premises legally described on Exhibit B attached hereto and made a part hereof and such other areas of the Premises reasonably necessary to access the Remediation Easement Area; and (ii) Additional Grantor grants to Grantee and its Permittees a non-exclusive easement for pedestrian, vehicular, and semi-trailer truck ingress to and egress from the Remediation Easement Area upon, over, above and across a portion of the Additional Premises legally described on Exhibit B and such other areas of the Additional Premises reasonably necessary to access the Remediation Easement Area (collectively, the "Access Easement Area").

(b) Grantor hereby grants to Grantee and its Permittees an exclusive easement upon, over, above and across the portion of the Premises legally described on Exhibit C attached hereto and made a part hereof (the "Remediation Easement Area") for the purpose of performing the work necessary to comply with all Laws, including without limitation complying with the AOC or other requirements of the EPA or the NCDENR including but not be limited to

constructing, drilling and operating monitoring wells; sampling, testing, inspecting and investigating the monitoring wells, the springs and the soil in the Remediation Easement Area; and maintaining and repairing any improvements constructed by Grantee in the Remediation Easement Area in connection with the Remediation Work (the "Remediation Work"). By way of example, the Remediation Work shall also include, but shall not be limited to, the installation, repair, replacement, maintenance, and monitoring of existing groundwater wells, piezometers, and other present and future appurtenances for the taking of such samples of soil, sediments, groundwater, and media and to do such other work as may be required of Grantee by governmental authorities, including the EPA and the NCDENR. Grantee shall have the right to provide adequate safety and security measures to the Remediation Easement Area, including without limitation the construction, installation, maintenance and repair of fences and signs. Grantee shall also have the right to store excess soil, construction equipment and construction materials in connection with the Remediation Work on the Remediation Easement Area. Notwithstanding the foregoing, the easement for the Remediation Work shall be subject to those certain easements previously granted to North Carolina Power & Light to the extent that such easements encumber the Remediation Easement Area.

(c) To the extent permitted by Law, Grantee shall use commercially reasonable efforts to perform the Remediation Work during customary business hours to the extent commercially practicable based on the nature of the Remediation Work.

(d) Grantee shall use commercially reasonable efforts to avoid damage to Grantor's and Additional Grantor's existing water line(s), and to the extent of any damage shall repair the same. Grantor and Additional Grantor shall assist Grantee in locating their respective water line(s).

(e) At such time as this Easement ceases to be effective, Grantee shall, at Grantee's sole expense, return the Access Easement Area and the Remediation Easement Area to a condition reasonably comparable to its condition prior to the start of the Remediation Work, except for any changes in condition that are a reasonable result of the performance of such Remediation Work.

3. Maintenance of the Premises. Grantee, at its sole cost and expense, shall have the right to maintain the Access Easement Area to access the Remediation Easement Area, including, without limitation, keeping said area reasonably free of debris, obstructions, standing water, snow and ice. Grantee agrees that it will not do anything to render the Access Easement Area in an impassable condition.

4. Taxes. Grantor and Additional Grantor shall pay, prior to any delinquency, all real estate taxes, assessments, special or otherwise, and all governmental impositions levied or assessed against the Premises (in the case of Grantor) and the Additional Premises (in the case of Additional Grantee).

5. Duration and Termination. (a) This Easement shall be effective as of the date hereof and shall continue and remain in full force and effect at all times that the Remediation Work is to be performed in the Remediation Easement Area or until earlier terminated by a written agreement between the Grantor, Additional Grantor and Grantor.

(b) Neither this Easement nor any provision hereof may be modified or amended except with the written consent of Grantor, Additional Grantor and Grantee and no modification or amendment shall be effective until it has been signed by Grantor, Additional Grantor and Grantee.

6. Remedies and Enforcement. In the event of a breach or threatened breach of any of the terms, covenants, restrictions or conditions hereof the non-defaulting party shall be entitled forthwith to full and adequate relief by injunction and all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due, payment of direct, indirect and consequential damages suffered by or incurred by the non-defaulting party, and/or specific performance. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity. Additional Grantor confirms that the Additional Premises is subject to a Deed of Trust. To the extent that Additional Grantor defaults in any obligation with respect to such Deed of Trust, Grantee shall have the right, without obligation, to cure such default on behalf of Additional Grantor, and Additional Grantor shall reimburse Grantee for any costs relating to such cure within 30 days after receipt of an invoice for such costs.

7. No Termination for Breach. Notwithstanding anything to the contrary herein, no breach under this Easement shall entitle Grantor, Additional Grantor or Grantee to cancel, rescind, or otherwise terminate this Easement. No breach under this Easement shall defeat or render invalid the lien of any mortgage upon the Premises made in good faith for value, but the easements, covenants, conditions, and restrictions hereof shall be binding upon and effective against any owner of the Premises covered hereby whose title thereto is acquired by foreclosure or otherwise.

8. Cooperation of Grantor. In connection with Grantee performing the Remediation Work and the utilization of this Easement, Grantor and Additional Grantor shall cooperate with Grantee to facilitate such performance and use including, without limitation, signing all permits, authorizations and approvals Grantee deems are reasonably necessary. Grantor and Additional Grantor will not do anything inconsistent with the rights hereby granted to Grantee.

9. No Rights in Public. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Easement Area, the Premises or the Site.

10. Notices. Any notice required or permitted hereunder shall be deemed to have been received either: (i) when delivered by hand to the recipient, and the party giving such notice has received a signed receipt therefor; or (ii) on the day following the date deposited in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows (or addressed in such other manner or to such other place as the party being notified shall have requested by written notice to the other party):

If to Grantee:

CTS Corporation

905 West Boulevard North
Elkhart, Indiana 46514
Attn: General Counsel
Phone: (574) 293-7511
Fax: (574) 294-6151

With a copy to:

Jones Day
77 West Wacker, Suite 3500
Chicago, Illinois 60611-1692
Attn: Michael F. Dolan, Esq.
Phone: (312) 269-4076
Fax: (312) 782-8585

If to Grantor:

Lawrence H. Rice, Sr. and Doris Rice
273 Mills Gap Road
Asheville, North Carolina 28803
Phone: 828-684-7094
Fax: n/a

If to Additional Grantor:

Terry D. Rice
275 Mills Gap Rd.
Asheville, NC 28803
Phone: 828-776-6163
Fax: n/a

11. Covenants to run With the Land. The terms, provisions, and easements provided in this Easement shall inure to the benefit of and be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto. The covenants, agreements and easements contained in this Easement shall be deemed to run with and burden the Premises.

12. Fee Simple Title. It is hereby expressly agreed that this grant is of easements only and that fee simple title to the applicable real property shall and does remain in Grantor and Additional Grantor (as the case may be), subject to this Easement.

13. Severability. If any provision of this Easement or any application thereof to any person or circumstances shall to any extent be determined to be invalid, inoperative, or unenforceable, the remainder of this Easement and the application of that provision to any other persons or circumstances shall not be affected thereby and the remainder of this Easement shall be given effect as if the invalid, inoperative, or unenforceable provision had not been included and each other provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

LHR
TR OR

14. Grantor's Representation if Granting Parties. Each of Grantor and Additional Grantor represents that it has full power and authority to enter into this Easement and to perform all of its obligations hereunder and no further consent or approval is required in order to constitute this Easement a legal, valid and binding obligation of such party. Each Grantor and Additional Grantor represents that the easements previously granted with respect to the Premises and Additional Premises will not interfere with the use of the easements granted hereby.

15. Additional Parties. At the option of Grantee, Grantee may elect to allow persons or entities other than Grantee to enter and utilize the easements granted in this Easement in order to perform the Remediation Work. This election by Grantee may include a partial assignment of such easement rights to other persons or entities.

16. Headings. Headings are inserted for convenience only and are not intended to be part of this Easement or in any way to define, limit, or describe the scope and intent of the paragraphs.

17. Governing Law. The laws of the State of North Carolina shall govern the interpretation, validity, performance, and enforcement of this Easement.

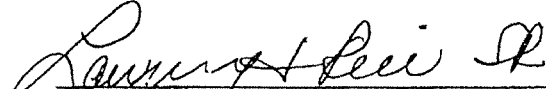
18. Counterparts. This Easement may be executed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


19. Time of Essence. Time is of the essence of this Easement.

[Signature Page Follows]

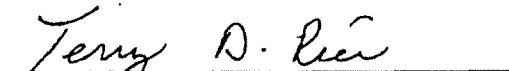
IN WITNESS WHEREOF, the Grantor hereby executes this Easement as of the day and year first above written.

GRANTOR:


Lawrence H. Rice, Sr.

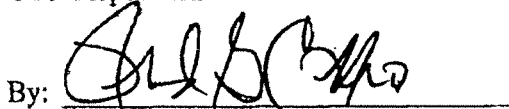

Doris Rice

ADDITIONAL GRANTOR:


Terry D. Rice

GRANTEE:

CTS Corporation

By: 

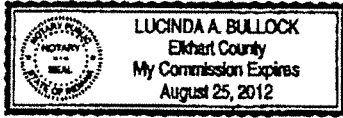
Typed Name: Richard G. Cutter

Title: Vice President, General
Counsel and Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

I, Lucinda A. Bullock Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard G. Cutter personally known by me to be the Vice Pres, Gen Cnsl of CTS Corporation, appeared before me and, for and in behalf of and as an officer of said corporation, acknowledged the execution and delivery of the foregoing instrument, for the uses and purposes therein set forth.

Given under my hand and seal this 7th day of November, 2005.



Lucinda A. Bullock
Notary Public

My commission expires:

August 25, 2012

STATE OF North Carolina
) SS:
COUNTY OF Buncombe)

I, Lynn Darden Neary, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LAWRENCE H. RICE, SR. and DORIS RICE, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as individuals, appeared before me and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 3rd day of November, 2002

Lynn Darden Neary
Notary Public



My commission expires:

3-19-10

STATE OF North Carolina
) SS:
COUNTY OF Buncombe)

I, Lynn Darden Neary, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that TERRY D. RICE, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as individuals, appeared before me and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 3rd day of November, 2002

Lynn Darden Neary
Notary Public



My commission expires:

3-19-10

EXHIBIT A-1

Legal Description of the Premises

IN LIMESTONE TOWNSHIP:

BEGINNING at a stake in Mills Gap Road, the extreme northwest corner of the property of Clifford Rice conveyed to him by deed recorded in Deed Book 988 at Page 501, Buncombe County Registry, and runs thence in an easterly direction 245.11 feet with the margin of said road; then still with said margin of said road South 48° 07' 38" East 254.01 feet to a stake in a said margin of said road; then leaving said road South 24° 24' 51" West 250 feet to a stake; then South 64° 22' 13" West 948.92 feet to a stake; in the CTS property; then North 31' East 1108.36 feet to the place of the Beginning, and containing 8.13 acres more or less.

EXHIBIT A-2

Legal Description of the Additional Premises

BEING ALL OF THAT CERTAIN ONE ACRE TRACT, more or less, and granted to Charles H. Carpenter and wife, Joyce S. Carpenter, in a Deed recorded on October 10, 1975, as described in Deed Book 1128, Page 542, Buncombe County Registry, Reference to said instrument is hereby made for a more perfect description of said tract.

EXHIBIT BLegal Description of Access Easement Area
over Premises and Additional Premises

To locate the point of beginning, commence at an existing iron pin located on the southern right-of-way of Mills Gap Road/SR 3150 (60' right-of-way) and being the common corner of the Lawrence H. and Doris Rice tract (DB 1103, Pg. 73) and the Lawrence H. and Doris Rice tract (DB 1048, Pg. 0536); thence along said right-of-way N 44-45-25 W for 173.79 feet to a new iron pin located on the common line of the "Access Road" and the "Remediation Work Area" and being the Point of Beginning; thence along the common line of the "Access Road" and the "Remediation Work Area" the following eight courses and distances: S 61-51-33 W for 41.95 feet to a point; thence along a curve to the right having a radius of 224.85 feet, an arc length of 112.34 feet, and a chord bearing and distance of S 73-14-18 W for 111.18 feet to a point; thence along a curve to the left having a radius of 79.61 feet. An arc length of 50.34 feet, and a chord bearing and distance of S 75-13-05 W for 49.51 feet to a point; thence S 49-08-19 W for 129.19 feet to a point; thence along a curve to the left having a radius of 89.18 feet, an arc length of 57.46 feet, and a chord bearing and distance of S 28-26-48 W for 56.47 feet to a point; thence along a curve to the left having a radius of 63.14 feet, and arc length of 33.98 feet, and a chord bearing and distance of S 15-31-17 E for 33.57 feet to a point; thence S 52-22-20 E for 45.86 feet to a point; thence S 62-13-53 E for 38.18 feet to a point; thence running a new line through the Lawrence H. and Doris Rice tract (DB 1103, Pg. 73 and the Terry D. Rice tract (DB 2038, Pg. 185) the following ten courses and distances: S 27-46-07 W for 13.15 feet to a point; thence North 62-13-53 W 44.01 feet; thence N 52-22-20 W for 45.86 feet to a point; thence along a curve to the right having a radius of 33.44 feet, an arc length of 31.60 feet, and a chord bearing and distance of N 25-17-57 W for 30.44 feet to a point; thence N 18-44-42 E for 16.24 feet to a point; thence along a curve to the right having a radius of 90.49 feet, an arc length of 63.86 feet, and a chord bearing and distance of N 29-35-00 E for 62.54 feet to a point; thence N 48-56-02 E for 129.44 feet to a point; thence along a curve to the right having a radius of 88.58 feet, an arc length of 56.07 feet, and a chord bearing and distance of N 74-44-26 E for 55.14 feet to a point; thence along a curve to the left having a radius of 206.05 feet, an arc length of 109.06 feet, and a chord bearing and distance of N 73-02-33 E for 107.79 feet to a point; thence N 62-11-31 E for 39.18 feet to a point located on the southern right-of-way of Mills Gap Road/SR 3150 (60' right-of-way); thence along said right-of-way S 44-45-25 E for 9.35 feet to a new iron pin being the Point of Beginning. Said tract contains 5,388 sq.ft or 0.12 acres, more or less.

EXHIBIT C

Legal Description of Remediation Easement Area

Beginning at an existing iron pin located on the southern right-of-way of Mills Gap Road/SR 3150 (60' right-of-way) and being the common corner of the Lawrence H. and Doris Rice tract (DB 1103, Pg. 73) and the Lawrence H. and Doris Rice tract (DB 1048, Pg. 0536); thence leaving said right-of-way along the common line of the Lawrence H. and Doris Rice tract (db 1048, Pg. 0536) S 27-41-25 W for 177.85 feet to a point; thence running along a new line through the Lawrence H. and Doris Rice tract (DB 1103, Pg. 73) the following eight courses and distances: N 62-18-35 W for 53.19 feet to a point; thence N 15-00-58 W for 11.67 feet to a point; thence N 74-35-15 W for 30.25 feet to a point; thence N 85-15-29 W for 64.06 feet to a point; thence N 55-08-00 W for 16.95 feet to a point; thence S 73-53-31 W for 13.99 feet to a point; thence S 58-57-17 W for 47.69 feet to a point; thence S 67-55-56 W for 70.36 feet to a point on the common line of the "Access Road", thence along the common line of the "Access Road" the following eight courses and distances: N 62-13-53 W for 38.18 feet to a point; thence N 52-22-20 W for 45.86 feet to a point; thence along a curve to the right having a radius of 63.14 feet, an arc length of 33.98 feet, and a chord bearing and distance of N 15-31-17 W for 33.57 feet to a point; thence on a curve to the right having a radius of 89.18 feet, an arc length of 57.46 feet, and a chord bearing and distance of N 28-26-48 E for 56.47 feet to a point; thence N 49-08-19 E for 129.19 feet to a point; thence along a curve to the right having a radius of 79.61 feet, an arc length of 50.34 feet, and a chord bearing and distance of N 75-13-05 E for 49.51 feet to a point; thence along a curve to the left having radius of 224.85 feet, an arc length of 112.34 feet, and a chord bearing and distance of N 73-14-18 E for 111.18 feet to a point; thence N 61-51-33 E for 41.95 feet to a new iron pin on the southern right-of-way of Mills Gap Road/SR 3150 (60' right-of-way); thence along said right-of-way S 44-45-25 E for 173.79 feet to an existing iron pin being the Point of Beginning. Said tract contains 75,262 sq.ft. or 1.73 acres, more or less.