2006R031076

LAKE COUNTY OHIO
RECORDED ON

08-01-2006 2:41 PM

FRANK A SUPONCIC
LAKE COUNTY RECORDER

REC. FEE: 284.00
PAGES: 34

ENVIRONMENTAL COVENANT FOR OU 2

ENVIRONMENTAL COVENANT

34pg

OFRESI# 160782 Acknowledgment

This Environmental Covenant is entered into by Tierra Solutions, Inc. and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code (ORC) §§ 5301.80 to 5301.92 for the purpose of subjecting the Property to the activity and use limitations set forth herein.

Whereas, Owner is the owner of certain real property consisting of a parcel of land legally described in Exhibit A hereto ("the "Property");

Whereas, the Property includes areas identified by Ohio EPA as Parcels 1C3, 1C4 (west) and Parcel 1C4 (east) in the Director's Final Findings and Orders for Remedial Design and Construction of the Remedial Action for the Diamond Shamrock Painesville Works, Operable Unit 2 Site, entered into by Ohio EPA and Tierra Solutions, Inc. on July 13, 2006 ("OU2 DFFO");

Whereas, the administrative record for this project is on file with Ohio EPA at its Central District Office, Lazarus Government Center, 122 South Front Street, Columbus, Ohio and is maintained under the file name Diamond Shamrock Painesville Works, Operable Unit 2;

Whereas, the Property is part of the larger Diamond Shamrock Painesville Works, various parts of which were used for the manufacturing of a variety of chemical products and by-products, the details of which are more fully set forth in the OU2 DFFO. As set forth in the OU2 DFFO, contaminants of concern at the Property include volatile organic compounds ("VOCs"), semi-volatile organic compounds ("SVOCs"), PCBs, pesticides, and metals in soils at the Property, and VOCs, SVOCs, pesticides, metals and total dissolved solids found in groundwater at the Property. A Remedial Investigation of the Diamond Shamrock Painesville Works was conducted between 1995 and 2003. Ohio EPA approved the Feasibility Study Report for Operable Unit 2 on January 31, 2005 and issued its Preferred Plan for Operable Unit 2 on June 3, 2005. On November 2, 2005, Ohio EPA issued its Decision Document selecting a remedy for the Property.

The remedy selected by Ohio EPA includes the excavation and/or placement of a clean soil cover over the contaminated portions of the Property to achieve a four foot (4') point of compliance ("POC") in residential areas, and a two foot (2") POC in recreational areas. The remedy will also prohibit the use of groundwater for potable purposes and include the recordation of this environmental covenant. Additional features of the remedy are more fully described in the Decision Document attached to

Sandy Title Agency, Inc.
ORDER NO. 57 13604A, 30282, 30283
ESCROW NO.

the OU2 DFFO as Appendix A. Whereas, the implementation of appropriate use restrictions that restrict land use on the Property is required to protect human health and the environment, based upon a human health risk assessment and a remedial investigation and feasibility study performed pursuant to the 1995 Director's Final Findings and Orders for a Remedial Investigation and Feasibility Study for the Diamond Shamrock Painesville Works Site;

Now therefore, Tierra Solutions, Inc. and Ohio EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to ORC §§ 5301.80 to 5301.92.

2. Property. This Environmental Covenant concerns Operable Unit 2 of the Diamond Shamrock Painesville Works located in Painesville Township, Lake County, Ohio. The Property includes areas identified by Ohio EPA as Parcels 1C3, 1C4 (west) and Parcel 1C4 (east) in the Director's Final Findings and Orders for Remedial Design and Construction of the Remedial Action for the Diamond Shamrock Painesville Works, Operable Unit 2 Site, entered into by Ohio EPA and Tierra Solutions, Inc on July 13, 2006 ("OU2 DFFO"). The Property is owned by Tierra Solutions, Inc., and is more particularly described in the legal description attached hereto and hereby incorporated by reference herein as Exhibit A (the "Property"). The Property is subject to a 99-year Ground Lease between Owner and Lakeview Bluffs LLC, dated as of February 12, 2001.

3. Owner. Tierra Solutions, Inc., located at Two Tower Center Boulevard, 10th Floor, East Brunswick, New Jersey 08816, is the owner of the Property.

4. Holder. Owner, whose address is listed above, is the holder of this Environmental Covenant.

5. Notice of Site Conditions. Monitoring, treatment or containment systems are present on the Property as indicated on Exhibit B. The containment systems include the OU2 Recreational Land Use Areas and the Restricted Indoor Air ("RIA") areas, and other site conditions as described on Exhibit B. A two foot (2") point of compliance must be maintained on the Recreational Areas noted on Exhibit B. A four foot (4') point of compliance must be maintained on the Residential Areas noted on Exhibit B. Any party conducting any construction or excavation anywhere on the Property must contact Tierra Solutions, Inc. in writing at the address indicated in subparagraph 20.b at least

14 days prior to initiating construction or excavation activities.

6. Activity and Use Limitations Applicable to the Entire Property. As part of the remedial action described in the Decision Document for Operable Unit 2 of the Diamond Shamrock Painesville Works and in compliance with the requirements of the OU 2 DFFO, Owner hereby imposes and agrees to comply with the following activity and use limitations, applicable to the entire Property:

a. Groundwater underlying all or any portion of the Property shall not be withdrawn or used for any potable or non-potable purpose. This restriction shall not preclude the extraction of groundwater for the following purposes:

i. for any necessary investigational or remedial activities consistent with Ohio Revised Code Chapters 3734, 3746 and 6111; or

ii. for dewatering associated with construction or excavation activities or maintenance of subsurface facilities.

b. The construction of habitable subsurface structures (i.e., basements and crawl-spaces) is prohibited on the entire Property. This limitation shall not preclude construction of "slab-on-grade" structures, building foundations, utility corridors and utilities.

If any event or action by or on behalf of a person who owns an interest in or holds an encumbrance on the Property, identified in paragraph 13 below, constitutes a breach of the activity and use limitations, Owner or Transferee shall notify Ohio EPA within thirty (30) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within sixty (60) days of becoming aware of the event or action, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA.

7. Activity and Use Limitations Applicable to Portions of the Property. As part of the remedial action described in the Decision Document for Operable Unit 2 of the Diamond Shamrock Painesville Works and in compliance with the requirements of the OU2 DFFO, Owner hereby imposes and agrees to comply with the following activity and use limitations, applicable to certain portions of the Property:

a. The following restrictions and limitations are placed on the OU2 Recreational Land Use Area, as identified and described in Exhibit B.

i. The entirety of the OU2 Recreational Land Use Area shall be used only for commercial/recreational land use, including, but not limited to, managed green space, landscaped areas, golf course and other sports fields and recreation-related commercial structures;

ii. Residential use in this area is prohibited.

iii. Within impacted areas RIA-6 and RIA-7 located in the OU2 Recreational Land Use Area, no habitable residential, recreational or commercial structures shall be constructed. Habitable structures are those structures designed as a dwelling, shelter or enclosed place for human activity;

iv. A two foot point of compliance shall be maintained within the OU2 Recreational Land Use Area in accordance with the approved Operation and Maintenance Plan required to be submitted pursuant to the OU2 DFFO

b. The following restrictions and limitations are placed on the OU2 Residential Land Use Area, as described in Exhibit B:

i. Within impacted are RIA-8 located in the OU2 Residential Land Use Area, no habitable residential, recreational or commercial structures shall be constructed; however, the remainder of the OU2 Residential Land Use Area may be used for residential land use;

ii. A four foot point of compliance shall be maintained within the OU2 Residential Land Use Area of the Property in accordance with the approved Operation and Maintenance Plan required to be submitted pursuant to the OU2 DFFO.

If any event or action by or on behalf of a person who owns an interest in or holds an encumbrance on the Property, identified in paragraph 13 below, constitutes a breach of the activity and use limitations, Owner or Transferee shall notify Ohio EPA within thirty

(30) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within sixty (60) days of becoming aware of the event or action, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA.

8. Running with the Land. This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC § 5301.85, subject to amendment or termination as set forth herein. The term "Transferee," as used in this Environmental Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

9. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law.

10. Rights of Access. Owner hereby grants to Ohio EPA, its agents, contractors, and employees the right of access to the Property for implementation or enforcement of this Environmental Covenant. Any Transferee of the Property, or any portion of the Property, hereby grants to Ohio EPA, Owner, and their respective agents, contractors and employees the right of access to the Property for implementation or enforcement of this Environmental Covenant.

11. Compliance Reporting. Owner or any Transferee shall submit to Ohio EPA on an annual basis written documentation verifying that the activity and use limitations remain in place and are being complied with.

12. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED_____, 2006, RECORDED

IN THE DEED OR OFFICIAL RECORDS OF THE LAKE COUNTY RECORDER ON _____, 2006, IN [DOCUMENT ____, or BOOK___, PAGE ____,]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

a. Groundwater underlying all or any portion of the Property shall not be withdrawn or used for any potable or non-potable purpose. This restriction shall not preclude the extraction of groundwater for the following purposes:

   i. for any necessary investigational or remedial activities consistent with Ohio Revised Code Chapters 3734, 3746 and 6111; or

   ii. for dewatering associated with construction or excavation activities or maintenance of subsurface facilities.

b. The construction of habitable subsurface structures (i.e., basements and crawl-spaces) is prohibited on the entire Property. This limitation shall not preclude construction of "slab-on-grade" structures, building foundations, utility corridors and utilities.

c. The following restrictions and limitations are placed on the OU2 Recreational Land Use Area, as described in Exhibit B:

   i. The entirety of the OU2 Recreational Land Use Area shall be used only for commercial/recreational land use, including, but not limited to, managed green space, landscaped areas, golf course and other sports fields and recreation-related commercial structures;

   ii. Residential use in this area is prohibited;

   iii. Within impacted areas RIA-6 and RIA-7 located in the OU2 Recreational Land Use Area, no habitable residential, recreational or commercial structures shall be constructed. Habitable structures are those structures designed as a dwelling, shelter, or enclosed place for human activity; and

iv. A two foot point of compliance shall be maintained within the OU2 Recreational Land Use Area in accordance with the approved Operation and Maintenance Plan required to be submitted pursuant to the OU2 DFFO.

d. The following restrictions and limitations are placed on the OU2 Residential Land Use Area, as described in Exhibit B:

i. Within impacted RIA-8 located in the OU2 Recreational Land Use Area, no habitable residential, recreational, or commercial structures shall be constructed; however, the remainder of the OU2 Residential Land Use Area may be used for residential use;

ii. A four foot point of compliance shall be maintained within the OU2 Residential Land Use Area of the Property in accordance with the approved Operation and Maintenance Plan required to be submitted pursuant to the OU2 DFFO.

Owner shall notify Ohio EPA within thirty (30) days after each conveyance of an interest in any portion of the Property. Owner's notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the property being transferred.

13. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

a. that the Owner is the sole owner of the Property;

b. that the Owner holds fee simple title to the Property which is subject to interests or encumbrances which would not preclude the Owner from entering this Environmental Covenant, including but not limited to those identified in Exhibit C, and that certain 99 year Ground Lease between Owner and Lakeview Bluffs LLC dated as of February 12, 2001.

c. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;

d. that the Owner has identified all other persons that own an interest in or hold an encumbrance on the Property and notified such persons of the Owner's intention to enter into this Environmental Covenant including Lakeview Bluffs LLC; and

e. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected.

14. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent of all of the following: the Owner or a Transferee; and the Ohio EPA, pursuant to the terms of this Environmental Covenant and ORC § 5301.90 and other applicable law. The term, "Amendment," as used in this Environmental Covenant, shall mean any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. The term, "Termination," as used in this Environmental Covenant, shall mean the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA and the Owner or Transferee of the Property or portion thereof, as applicable. This Environmental Covenant may be amended to reflect modifications to the legal description of the Land Use Areas or the RIA impacted areas, as described in Exhibit B, or through the attainment of applicable standards through the implementation of additional remedial actions, including but not limited to the use of engineering controls. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or Transferee shall file such instrument for recording with the Lake County Recorder's Office, and shall provide a file- and date-stamped copy of the recorded instrument to Ohio EPA.

15. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

16. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.

17. Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Lake County Recorder's Office.

18. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Lake County Recorder.

19. Distribution of Environmental Covenant. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA; Lake County, Painesville Township, each person who signed the Environmental Covenant, and each person holding a recorded interest in the Property.

20. Notice

a. Unless otherwise notified in writing by Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

Site Coordinator, Diamond Shamrock Painesville Works Site
Ohio EPA, Division of Emergency and Remedial Response
Northeast District Office
2110 East Aurora Road
Twinsburg, OH 44087

b. Unless otherwise notified in writing by or on behalf of Tierra Solutions, Inc., any document or communication required by this Environmental Covenant shall be submitted to:

Mr. Dave Rabbe
Tierra Solutions, Inc.
Two Tower Center Boulevard
10th Floor
East Brunswick, NJ 08816

The undersigned representative of Owner represents and certifies that he is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

This Instrument Prepared By:

Tierra Solutions, Inc.
Two Tower Center Boulevard
10th Floor
East Brunswick, NJ 08816

TIERRA SOLUTIONS, INC.

E Rabbe

David E. Rabbe
President

5/16/06
Date

State of District)
) ss:
County of of Columbia)

Before me, a notary public, in and for said county and state, personally appeared David E. Rabbe, a duly authorized representative of Tierra Solutions, Inc., who acknowledged to me that he did execute the foregoing instrument on behalf of Tierra Solutions, Inc.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 16 day of May, 2006.

Kathryn J. Mereigh
Notary Public

KATHRYN J. MEREIGH
My Commission Expires January 14, 2007

Diamond Shamrock Painesville Works Site
Environmental Covenant for Operable Unit 2

OHIO ENVIRONMENTAL PROTECTION AGENCY

Joseph P. Koncelik, Director

Date 7/12/06

State of Ohio)
) ss:
County of Franklin)

Before me, a notary public, in and for said county and state, personally appeared Joseph P. Koncelik, the Director of Ohio EPA, who acknowledged to me that he did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 12th day of July, 2006.

Charma Diane Casteel
Notary Public

CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES
MAY 10, 2009

EXHIBIT A

CT Consultants
engineers | architects | planners
Since 1922

May 15, 2006

DESCRIPTION OF OU2 BOUNDARY

Situated in the Township of Painesville, County of Lake, and State of Ohio and known as being a part of Original Lot No. 2 in Tract No. 3 in the Eleventh Township of the Eighth Range in the Connecticut Western Reserve and is bounded and described as follows;

Beginning in the centerline of the Fairport-Nursery Road (60 feet in width as established in 1936 by the Lake County Engineer and recorded in Road Record Volume C, Page 483 et seq.) at a one inch diameter iron pin stake in a monument box found marking an angle in said centerline;

Thence North 80°05'45" East along said centerline of the Fairport-Nursery Road a distance of 457.92 feet to its intersection with the prolongation of the westerly line of land conveyed to Tierra Solutions, Inc, by instrument dated April 12, 2004 and recorded in Document No. 2004R015705 of the Lake County Records;

Thence North 10°25'37" West along said prolongation, and passing through a 5/8 inch diameter iron pin stake at 74.77 feet, a total distance of 75.00 feet to the southwesterly corner of said land of Tierra Solutions, Inc. and the principal point og beginning of the following described parcel of land;

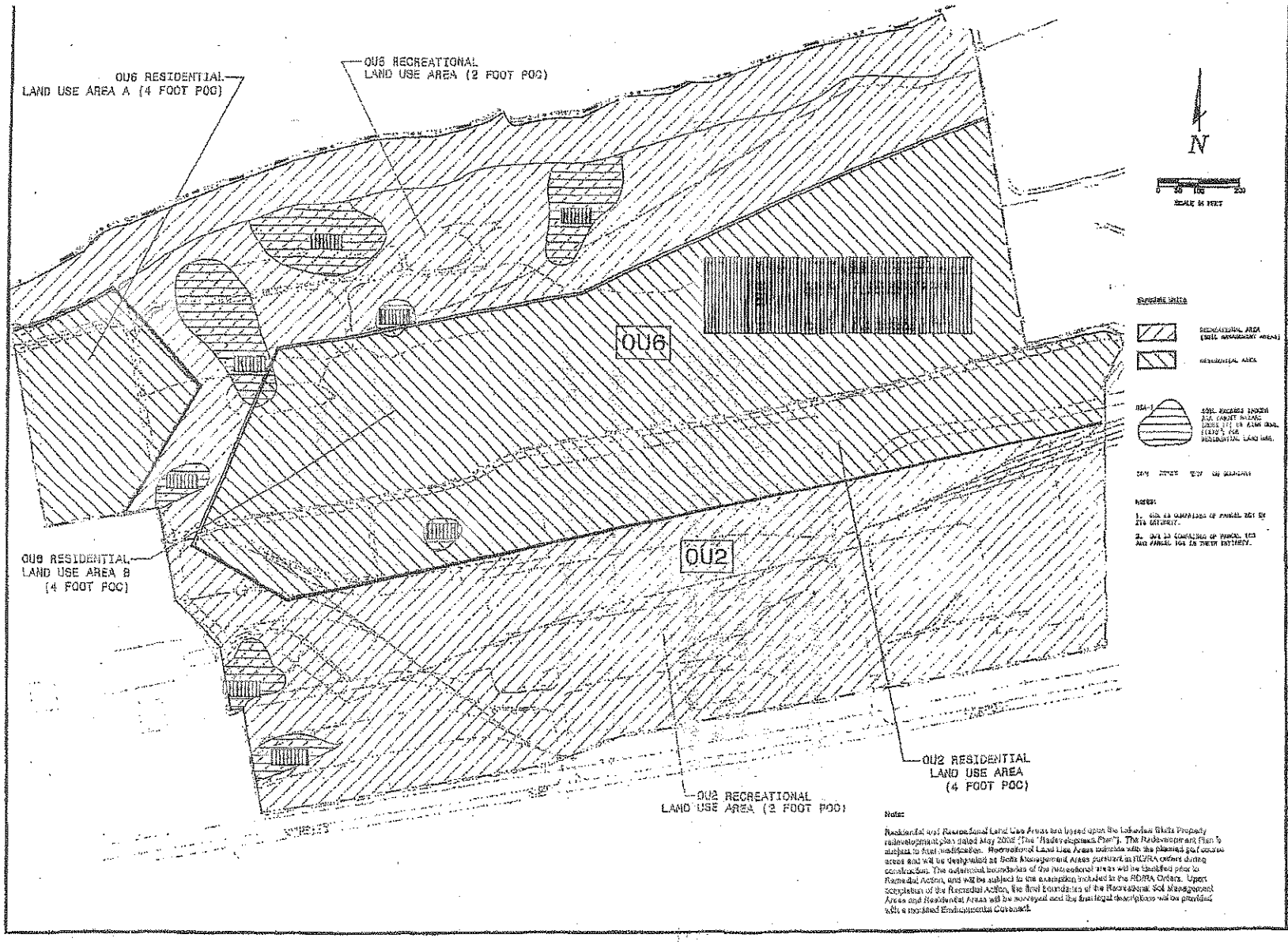
COURSE I — Thence North 10°25'37" West along the westerly line of said land of Tierra Solutions, Inc. a distance of 392.02 feet to a point at the beginning of a curve therein;

COURSE II — Thence northwesterly, continuing along said westerly line of land of Tierra Solutions, Inc. along the arc of said curve and deflecting to the LEFT (said curve having a radius of 61.16 feet, an included angle of 37°03'27", and a chord which bears North 28°57'20.5" West and is 38.87 feet in length) a distance of 39.56 feet to a point;

COURSE III — Thence North 47°29'04" West continuing along said westerly line of land of Tierra Solutions, Inc. a distance of 108.70 feet to a point at the beginning of a curve therein;

COURSE IV — Thence northwesterly, continuing along said westerly line of land of Tierra Solutions, Inc. along the arc of said curve and deflecting to the RIGHT (said curve having a radius of 71.96 feet, an included angle of 37°36'12", and a chord which bears North 28°40'58" West and is 46.38 feet in length) a distance of 47.23 feet to a point;

COURSE V	Thence North 9°52'52" West continuing along said westerly line of land of Tierra Solutions, Inc. a distance of 103.41 feet to a point;
COURSE VI	Thence North 16°32'50" West continuing along said westerly line of land of Tierra Solutions, Inc. a distance of 63.60 feet to a point;
COURSE VII	Thence North 9°55'45" West continuing along said westerly line of land of Tierra Solutions, Inc. a distance of 32.44 feet to its intersection with the southerly line of a 40.509 acre parcel of land conveyed to Tierra Solutions, Inc. by instrument dated January 6, 2005 and recorded in Document No 2005R000681 of the Lake County Records;
COURSE VIII	Thence North 80°04'42" East along the southerly line of said 40.509 acre parcel of land of Tierra Solutions, Inc. a distance of 1156 68 feet to a point;
COURSE IX	Thence North 80°56'11" East continuing along the southerly line of said 40.509 acre parcel of land of Tierra Solutions, Inc. a distance of 300 00 feet to a 5/8 inch diameter iron pin stake found marking an angle therein;
COURSE X	Thence North 77°23'28" East, continuing along the southerly line of said 40.509 acre parcel of land of Tierra Solutions, Inc. and along the prolongation of the same, and at 665 70 feet witness a 5/8 inch diameter iron pin stake found 0.14 feet northerly and 0.25 feet easterly from the southeasterly corner of said parcel, a total distance of 859.94 feet to the northeasterly corner of a 13.622 acre parcel of land conveyed to Tierra Solutions, Inc. by instrument dated November 7, 2005 and recorded in Document No 2005R048789 of the Lake County Records;
COURSE XI	Thence South 0°30'53" East along the easterly line of said 13.622 acre parcel of land of Tierra Solutions, Inc., the same in part being the most westerly line of lands conveyed to Crompton Manufacturing Company, Inc. by instrument dated April 6, 2001 and recorded in Document No 2001R012586 of the Lake County Records, and at 303.96 feet passing through a 5/8 inch diameter iron pin stake found marking the northwesterly corner of said land of Crompton, a total distance of 789 95 feet to the northerly line of Parcel No. 1 of land conveyed to the Fairport, Painesville and Eastern Rail Road (now Norfolk and Southern) by deed dated March 24, 1937 and recorded in Volume 160, Page 347 of the Lake County Records;
COURSE XII	Thence South 80°05'45" West along said northerly line of land so conveyed to the Fairport, Painesville and Eastern Rail Road a distance of 1177 87 feet to an angle therein;



Note:

Residential and Recreational Land Use Areas are based upon the Lakeview Hills Property redevelopment plan dated May 2002 ("the "Redevelopment Plan"). The Redevelopment Plan is subject to final modification. Recreational Land Use Areas coincide with the planned golf course areas and will be designated as Soils Management Areas pursuant to RCRA orders during construction. The external boundaries of the recreational areas will be identified prior to Remedial Action, and will be subject to the exemption included in the RCRA Orders. Upon completion of the Remedial Action, the final boundaries of the Recreational Soil Management Areas and Residential Areas will be surveyed and the final legal descriptions will be provided with a revised Environmental Covenant.

HULL & Associates, Inc.
CONSULTING ENGINEERS | ENVIRONMENTAL SCIENTISTS | PLANNERS
4661 SOUTH BROAD
SUITE A
MENTOR, OHIO 44060
PHONE: (440) 974-2580
FAX: (440) 974-2580
www.hullinc.com

IMPACTED SOIL REMOVAL WORK PLAN
OFFSHORE UNIT 6
FORMER DIAMOND SHAMROCK
PAINESVILLE WORKS SITE

1867 FAIRPORT NURSERY ROAD
PAINESVILLE, OHIO

FIGURE 8
OU6/OU2
LAND USE AREAS

CT Consultants
engineers | architects | planners
Since 1922

May 15, 2006

DESCRIPTION OF
OU2 RECREATIONAL LAND USE AREA

Situated in the Township of Painesville, County of Lake, and State of Ohio and known as being a part of Original Lot No 2 in Tract No. 3 in the Eleventh Township of the Eighth Range in the Connecticut Western Reserve and is bounded and described as follows;

Beginning in the centerline of the Fairport-Nursery Road (60 feet in width as established in 1936 by the Lake County Engineer and recorded in Road Record Volume C, Page 483 et seq.) at a one inch diameter iron pin stake in a monument box found marking an angle in said centerline;

Thence North 80°05'45" East along said centerline of the Fairport-Nursery Road a distance of 457.92 feet to its intersection with the prolongation of the westerly line of land conveyed to Tierra Solutions, Inc, by instrument dated April 12, 2004 and recorded in Document No 2004R015705 of the Lake County Records;

Thence North 10°25'37" West along said prolongation, and passing through a 5/8 inch diameter iron pin stake at 74.77 feet, a total distance of 75.00 feet to the southwesterly corner of said land of Tierra Solutions, Inc. and the principal point of beginning of the following described parcel of land;

COURSE I — Thence North 10°25'37" West along the westerly line of said land of Tierra Solutions, Inc. a distance of 392.02 feet to a point at the beginning of a curve therein;

COURSE II — Thence northwesterly, continuing along said westerly line of land of Tierra Solutions, Inc along the arc of said curve and deflecting to the LEFT (said curve having a radius of 61.16 feet, an included angle of 37°03'27", and a chord which bears North 28°57'20 5" West and is 38 87 feet in length) a distance of 39.56 feet to a point;

COURSE III — Thence North 47°29'04" West continuing along said westerly line of land of Tierra Solutions, Inc. a distance of 108.70 feet to a point at the beginning of a curve therein;

COURSE IV — Thence northwesterly, continuing along said westerly line of land of Tierra Solutions, Inc. along the arc of said curve and deflecting to the RIGHT (said curve having a radius of 71.96 feet, an included angle of

37°36'12", and a chord which bears North 28°40'58" West and is 46.38 feet in length) a distance of 47.23 feet to a point;

COURSE V — Thence North 9°52'52" West continuing along said westerly line of land of Tierra Solutions, Inc. a distance of 103.41 feet to a point;

COURSE VI — Thence North 16°32'50" West continuing along said westerly line of land of Tierra Solutions, Inc. a distance of 63 60 feet to a point;

COURSE VII — Thence North 9°55'45" West continuing along said westerly line of land of Tierra Solutions, Inc. a distance of 32.44 feet to its intersection with the southerly line of a 40.509 acre parcel of land conveyed to Tierra Solutions, Inc. by instrument dated January 6, 2005 and recorded in Document No. 2005R000681 of the Lake County Records;

COURSE VIII — Thence North 80°04'42" East along the southerly line of said 40.509 acre parcel of land of Tierra Solutions, Inc a distance of 116.74 feet to a point;

COURSE IX — Thence South 23°41'35" West a distance of 126.87 feet to a point;

COURSE X — Thence South 59°41'53" East a distance of 257.08 feet to a point;

COURSE XI — Thence North 77°48'34" East a distance of 2036.85 feet to the easterly line of a 13.622 acre parcel of land conveyed to Tierra Solutions, Inc. by instrument dated November 7, 2005 and recorded in Document No. 2005R048789 of the Lake County Records;

COURSE XII — Thence South 0°30'53" East along the easterly line of said 13 622 acre parcel of land of Tierra Solutions, Inc., the same in part being the most westerly line of lands conveyed to Crompton Manufacturing Company, Inc. by instrument dated April 6, 2001 and recorded in Document No. 2001R012586 of the Lake County Records, and at 74.01 feet passing through a 5/8 inch diameter iron pin stake found marking the northwesterly corner of said land of Crompton, a total distance of 560 00 feet to the northerly line of Parcel No. 1 of land conveyed to the Fairport, Painesville and Eastern Rail Road (now Norfolk and Southern) by deed dated March 24, 1937 and recorded in Volume 160, Page 347 of the Lake County Records;

COURSE XII — Thence South 80°05'45" West along said northerly line of land so conveyed to the Fairport, Painesville and Eastern Rail Road a distance of 1177 87 feet to an angle therein;

COURSE XIII — Thence South 9°54'15" East continuing along said northerly line of land so conveyed to the Fairport, Painesville and Eastern Rail Road a distance of 15.00 feet to an angle therein;

COURSE XIV Thence South 80°05'45" West continuing along said northerly line of land so conveyed to the Fairport, Painesville and Eastern Rail Road a distance of 904.06 feet to the principal point of beginning and containing 25 907 acres of land as surveyed and described in May, 2006 by Timothy P Hadden, Ohio Professional Surveyor No. 6786 of CT Consultants, Inc., be the same more or less but subject to all legal highways.

H:\2004\04251\survey\DESC\Hull_EPA\OU2 Recreational Area doc

CT Consultants
engineers | architects | planners
Since 1922

May 15, 2006

DESCRIPTION OF
OU2 RESIDENTIAL LAND USE AREA

Situated in the Township of Painesville, County of Lake, and State of Ohio and known as being a part of Original Lot No. 2 in Tract No. 3 in the Eleventh Township of the Eighth Range in the Connecticut Western Reserve and is bounded and described as follows;

Beginning in the centerline of the Fairport-Nursery Road (60 feet in width as established in 1936 by the Lake County Engineer and recorded in Road Record Volume C, Page 483 et seq.) at a one inch diameter iron pin stake in a monument box found marking an angle in said centerline;

Thence North 80°05'45" East along said centerline of the Fairport-Nursery Road a distance of 457.92 feet to its intersection with the prolongation of the westerly line of land conveyed to Tierra Solutions, Inc, by instrument dated April 12, 2004 and recorded in Document No. 2004R015705 of the Lake County Records;

Thence North 10°25'37" West along said prolongation, and passing through a 5/8 inch diameter iron pin stake at 74.77 feet, a total distance of 75.00 feet to the southwesterly corner of said land of Tierra Solutions, Inc.;

Thence North 10°25'37" West along the westerly line of said land of Tierra Solutions, Inc. a distance of 392.02 feet to a point at the beginning of a curve therein;

Thence northwesterly, continuing along said westerly line of land of Tierra Solutions, Inc. along the arc of said curve and deflecting to the LEFT (said curve having a radius of 61.16 feet, an included angle of 37°03'27", and a chord which bears North 28°57'20.5" West and is 38.87 feet in length) a distance of 39.56 feet to a point;

Thence North 47°29'04" West continuing along said westerly line of land of Tierra Solutions, Inc. a distance of 108.70 feet to a point at the beginning of a curve therein;

Thence northwesterly, continuing along said westerly line of land of Tierra Solutions, Inc. along the arc of said curve and deflecting to the RIGHT (said curve having a radius of 71.96 feet, an included angle of 37°36'12", and a chord which bears North 28°40'58" West and is 46.38 feet in length) a distance of 47.23 feet to a point;

Thence North 9°52'52" West continuing along said westerly line of land of Tierra Solutions, Inc. a distance of 103.41 feet to a point;

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Thence North 16°32'50" West continuing along said westerly line of land of Tierra Solutions, Inc. a distance of 63.60 feet to a point;

Thence North 9°55'45" West continuing along said westerly line of land of Tierra Solutions, Inc. a distance of 32.44 feet to its intersection with the southerly line of a 40.509 acre parcel of land conveyed to Tierra Solutions, Inc. by instrument dated January 6, 2005 and recorded in Document No. 2005R000681 of the Lake County Records;

Thence North 80°04'42" East along the southerly line of said 40.509 acre parcel of land of Tierra Solutions, Inc. a distance of 116.74 feet to the principal point of beginning of the following described parcel of land;

COURSE I — Thence North 80°04'42" East continuing along the southerly line of said 40.509 acre parcel of land of Tierra Solutions, Inc. a distance of 1039.94 feet to a point;

COURSE II — Thence North 80°56'11" East continuing along the southerly line of said 40.509 acre parcel of land of Tierra Solutions, Inc. a distance of 300.00 feet to a 5/8 inch diameter iron pin stake found marking an angle therein;

COURSE III — Thence North 77°23'28" East, continuing along the southerly line of said 40.509 acre parcel of land of Tierra Solutions, Inc. and along the prolongation of the same, and at 665.70 feet witness a 5/8 inch diameter iron pin stake found 0.14 feet northerly and 0.25 feet easterly from the southeasterly corner of said parcel, a total distance of 859.94 feet to the northeasterly corner of a 13.622 acre parcel of land conveyed to Tierra Solutions, Inc. by instrument dated November 7, 2005 and recorded in Document No. 2005R048789 of the Lake County Records;

COURSE IV — Thence South 0°30'53" East along the easterly line of said 13.622 acre parcel of land of Tierra Solutions, Inc., the same being the northerly prolongation of the most westerly line of lands conveyed to Crompton Manufacturing Company, Inc. by instrument dated April 6, 2001 and recorded in Document No. 2001R012586 of the Lake County Records, a distance of 229.95 feet to a point located North 0°30'53" West as measured along said line from a 5/8 inch diameter iron pin stake found marking the northwesterly corner of said land of Crompton;

COURSE V — Thence South 77°48'34" West a distance of 2036.85 feet to a point;

COURSE VI — Thence North 59°41'53" West a distance of 257.08 feet to a point;

COURSE VII — Thence North 23°41'35" East a distance of 126.87 feet to the principal point of beginning and containing 11.935 acres of land as surveyed and described in May, 2006 by Timothy P. Hadden, Ohio Professional

Surveyor No. 6786 of CT Consultants, Inc., be the same more or less but subject to all legal highways.

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DESCRIPTION OF BOUNDARY
OF AREA DESIGNATED AS RIA-6

Situated in the Township of Painesville, County of Lake, and State of Ohio and known as being a part of Original Lot No. 2 in Tract No. 3 in the Eleventh Township of the Eighth Range in the Connecticut Western Reserve and is bounded and described as follows;

Beginning in the centerline of the Fairport-Nursery Road (60 feet in width as established in 1936 by the Lake County Engineer and recorded in Road Record Volume C, Page 483 et seq.) at a one inch diameter iron pin stake in a monument box found marking an angle in said centerline;

Thence North 80°05'45" East along said centerline of the Fairport-Nursery Road a distance of 457.92 feet to its intersection with the prolongation of the westerly line of land conveyed to Tierra Solutions, Inc, by instrument dated April 12, 2004 and recorded in Document No. 2004R015705 of the Lake County Records;

Thence North 10°25'37" West along said prolongation, and passing through a 5/8 inch diameter iron pin stake at 74.77 feet, a total distance of 75.00 feet to the southwesterly corner of said land of Tierra Solutions, Inc. and the principal point og beginning of the following described parcel of land;

Thence North 10°25'37" West along the westerly line of said land of Tierra Solutions, Inc. a distance of 252.16 feet to the principal point of beginning of the following described parcel of land;

COURSE I	Thence North 10° 25' 37" West, 127.50 feet to a point;
COURSE II	Thence North 27° 58' 50" East, 39.64 feet to a point;
COURSE III	Thence North 83° 25' 10" East, 33.23 feet to a point;
COURSE IV	Thence South 51° 29' 12" East, 23.62 feet to a point;
COURSE V	Thence South 23° 48' 48" East, 50.71 feet to a point;
COURSE VI	Thence South 48° 29' 55" East, 38.55 feet to a point;
COURSE VII	Thence South 08° 42' 34" East, 19.55 feet to a point;

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COURSE VIII Thence South 38° 24' 54" West, 25.11 feet to a point;

COURSE IX Thence South 76° 42' 29" West, 55.12 feet to a point;

COURSE X Thence South 58° 49' 08" West, 25.81 feet to a point;

COURSE XI Thence South 32° 30' 39" West, 14.86 feet to the principal point of beginning and containing 0.273 acres of land as surveyed and described in May, 2006 by Timothy P. Hadden, Ohio Professional Surveyor No 6786 of CT Consultants, Inc., be the same more or less but subject to all legal highways.

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DESCRIPTION OF BOUNDARY
OF AREA DESIGNATED AS RIA-7

Situated in the Township of Painesville, County of Lake, and State of Ohio and known as being a part of Original Lot No. 2 in Tract No. 3 in the Eleventh Township of the Eighth Range in the Connecticut Western Reserve and is bounded and described as follows;

Beginning in the centerline of the Fairport-Nursery Road (60 feet in width as established in 1936 by the Lake County Engineer and recorded in Road Record Volume C, Page 483 et seq.) at a one inch diameter iron pin stake in a monument box found marking an angle in said centerline;

Thence North 80°05'45" East along said centerline of the Fairport-Nursery Road a distance of 457.92 feet to its intersection with the prolongation of the westerly line of land conveyed to Tierra Solutions, Inc, by instrument dated April 12, 2004 and recorded in Document No. 2004R015705 of the Lake County Records;

Thence North 10°25'37" West along said prolongation, and passing through a 5/8 inch diameter iron pin stake at 74.77 feet, a total distance of 75.00 feet to the southwesterly corner of said land of Tierra Solutions, Inc. and the principal point og beginning of the following described parcel of land;

Thence North 10°25'37" West along the westerly line of said land of Tierra Solutions, Inc. a distance of 76.16 feet to the principal point of beginning of the following described parcel of land;

COURSE I	Thence North 10° 25' 37" West, 75.21 feet to a point;
COURSE II	Thence North 53° 40' 27" East, 43.62 feet to a point;
COURSE III	Thence North 73° 30' 21" East, 45.10 feet to a point;
COURSE IV	Thence North 88° 13' 32" East, 47.56 feet to a point;
COURSE V	Thence South 71° 08' 43" East, 70.29 feet to a point;
COURSE VI	Thence North 74° 59' 02" East, 23.40 feet to a point;
COURSE VII	Thence South 48° 35' 36" East, 3.71 feet to a point;

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COURSE VIII Thence South 57° 05' 16" West, 62.82 feet to a point;

COURSE IX Thence South 68° 07' 02" West, 163 24 feet to the principal point of beginning and containing 0 300 acres of land as surveyed and described in May, 2006 by Timothy P. Hadden, Ohio Professional Surveyor No. 6786 of CT Consultants, Inc., be the same more or less but subject to all legal highways.

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May 15, 2006

DESCRIPTION OF BOUNDARY
OF AREA DESIGNATED RIA-8

Situated in the Township of Painesville, County of Lake, and State of Ohio and known as being a part of Original Lot No 2 in Tract No. 3 in the Eleventh Township of the Eighth Range in the Connecticut Western Reserve and is bounded and described as follows;

Beginning in the centerline of the Fairport-Nursery Road (60 feet in width as established in 1936 by the Lake County Engineer and recorded in Road Record Volume C, Page 483 et seq.) at a one inch diameter iron pin stake in a monument box found marking an angle in said centerline;

Thence North 80°05'45" East along said centerline of the Fairport-Nursery Road a distance of 457 92 feet to its intersection with the prolongation of the westerly line of land conveyed to Tierra Solutions, Inc, by instrument dated April 12, 2004 and recorded in Document No. 2004R015705 of the Lake County Records;

Thence North 10°25'37" West along said prolongation, and passing through a 5/8 inch diameter iron pin stake at 74.77 feet, a total distance of 75.00 feet to the southwesterly corner of said land of Tierra Solutions, Inc. and the principal point of beginning of the following described parcel of land;

Thence North 10°25'37" West along the westerly line of said land of Tierra Solutions, Inc a distance of 392.02 feet to a point at the beginning of a curve therein;

Thence northwesterly, continuing along said westerly line of land of Tierra Solutions, Inc. along the arc of said curve and deflecting to the LEFT (said curve having a radius of 61.16 feet, an included angle of 37°03'27", and a chord which bears North 28°57'20 5" West and is 38.87 feet in length) a distance of 39.56 feet to a point;

Thence North 47°29'04" West continuing along said westerly line of land of Tierra Solutions, Inc. a distance of 108.70 feet to a point at the beginning of a curve therein;

Thence northwesterly, continuing along said westerly line of land of Tierra Solutions, Inc. along the arc of said curve and deflecting to the RIGHT (said curve having a radius of 71.96 feet, an included angle of 37°36'12", and a chord which bears North 28°40'58" West and is 46 38 feet in length) a distance of 47.23 feet to a point;

Thence North 9°52'52" West continuing along said westerly line of land of Tierra Solutions, Inc. a distance of 103.41 feet to a point;

Thence North 16°32'50" West continuing along said westerly line of land of Tierra Solutions, Inc. a distance of 63.60 feet to a point;

Thence North 9°55'45" West continuing along said westerly line of land of Tierra Solutions, Inc. a distance of 32.44 feet to its intersection with the southerly line of a 40.509 acre parcel of land conveyed to Tierra Solutions, Inc by instrument dated January 6, 2005 and recorded in Document No. 2005R000681 of the Lake County Records;

Thence North 80°04'42" East along the southerly line of said 40.509 acre parcel of land of Tierra Solutions, Inc. a distance of 116.74 feet to a point;

Thence South 23°41'35" West a distance of 126.87 feet to a point;

Thence South 59°41'53" East a distance of 257.08 feet to a point;

Thence North 77°48'34" East a distance of 366.40 feet to a point;

Thence North 12°11'26" West a distance of 36.40 feet to the principal point of beginning of the following described parcel of land;

COURSE I	Thence North 21° 22' 17" West, 54.31 feet to a point;
COURSE II	Thence North 18° 58' 37" East, 41.04 feet to a point;
COURSE III	Thence South 83° 55' 59" East, 73.56 feet to a point;
COURSE IV	Thence South 23° 47' 57" East, 34.66 feet to a point;
COURSE V	Thence South 45° 46' 54" West, 57.66 feet to a point;
COURSE VI	Thence South 76° 10' 54" West, 40.55 feet to the principal point of beginning and containing 0.142 acres of land as surveyed and described in May, 2006 by Timothy P. Hadden, Ohio Professional Surveyor No. 6786 of CT Consultants, Inc., be the same more or less but subject to all legal highways.

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EXHIBIT C

Exhibit C

List of Encumbrances

Encumbrances to which the Property fully described in Exhibit A to the Environmental Covenant is subject:

1. Electrical line poles and transformer easement, filed for record December 23, 1977 and recorded in Volume 972, Page 93. Grantor: Diamond Shamrock, Grantee: Erie Coke.

2. Ingress, egress and roadway easement, filed for record December 3, 1977 and recorded in Volume 972, Page 113. Grantor: Diamond Shamrock, Grantee: Erie Coke.

3. Potable water pipe line easement, filed for record December 23, 1977 and recorded in Volume 972, Page 124. Grantor: Diamond Shamrock, Grantee: Erie Coke.

4. Sanitary sewer and pump station easement, filed for record December 23, 1977 and recorded in Volume 972, Page 140. Grantor: Diamond Shamrock, Grantee: Erie Coke.

5. Water pipe line easement, filed for record December 23, 1977 and recorded in Volume 972, Page 198. Grantor: Diamond Shamrock, Grantee: Board of Lake County Commissioners.

6. Water pipe line and pumps easement, filed for record December 23, 1977 and recorded in Volume 972, Page 231. Grantor: Diamond Shamrock, Grantee: Board of Lake County Commissioners.

7. Easement for ingress, egress and roadway, filed for record May 23, 1980 and recorded in Volume 1055, Page 409. Grantor: Pressure Vessel, Grantee: Standard Machine & Equipment.

8. Easement for railroad purposes, filed for record May 23, 1980 and recorded in Volume 1055, Page 428. Grantor: Pressure Vessel, Grantee: Standard Machine & Equipment.

9. Easement for sanitary sewer line and pump station, filed for record May 23, 1980 and recorded in Volume 1055, Page 446. Grantor: Pressure Vessel, Grantee: Standard Machine & Equipment.

10. Easement for potable water pipelines, filed for record May 23, 1980 and recorded in Volume 1055, Page 463. Grantor: Pressure Vessel, Grantee: Standard Machine & Equipment.

11. Easement for ingress, egress, filed for record May 23, 1980 and recorded in Volume 1055, Page 480. Grantor: Pressure Vessel, Grantee: Diamond Shamrock.

12. Easement for storm sewer, filed for record May 23, 1980 and recorded in Volume 1055, Page 493. Grantor: Pressure Vessel, Grantee: Diamond Shamrock.

13. Easement for water pipeline, filed for record May 23, 1980 and recorded in Volume 1055, Page 508. Grantor: Pressure Vessel, Grantee: Diamond Shamrock.

14. Easement for pipeline, filed for record May 23, 1980 and recorded in Volume 1055, Page 523. Grantor: Pressure Vessel, Grantee: Diamond Shamrock.

15. Easement for water pipeline, filed for record May 23, 1980 and recorded in Volume 1055, Page 533. Grantor: Pressure Vessel, Grantee, Standard Machine & Equipment.

16. Easement for ingress, egress, roadway, filed for record May 23, 1980 and recorded in Volume 1055, Page 550. Grantor: Pressure Vessel, Grantee: Diamond Shamrock.

17. Easement for railroad purposes, filed for record May 23, 1980 and recorded in Volume 1055, Page 565. Grantor: Pressure Vessel, Grantee: Diamond Shamrock.

18. Easement for potable water pipeline, filed for record May 23, 1980 and recorded in Volume 1055, Page 582. Grantor: Pressure Vessel, Grantee: Diamond Shamrock.

19. Easement for sanitary sewer, filed for record May 23, 1980 and recorded in Volume 1055, Page 597. Grantor: Pressure Vessel, Grantee: Diamond Shamrock.

20. Easement for potable water pipelines, filed for record May 23, 1980 and recorded in Volume 1055, Page 613. Grantor: Pressure Vessel, Grantee: Diamond Shamrock.

21. Pipeline right of way filed for record March 10, 1981 and recorded in Volume 1057, Page 75. Grantor: Aluminum Smelting, Grantee: The East Ohio Gas Company.

22. Grant of easement for sanitary sewers, filed for record April 28, 1982 and recorded in Volume 1058, Page 242. Grantor: Nicholson Chemicals Industries, Grantee: Aluminum Smelting.

23. Easement for ingress, egress and roadway, filed for record May 23, 1980 and recorded in Volume 1055, Page 347. Grantor: Pressure Vessel, Grantee: Diamond Shamrock.

24. Easement for ingress, egress, and roadway, filed for record May 23, 1980 and recorded in Volume 1055, Page 374. Grantor: Diamond Shamrock, Grantee: Pressure Vessel.

25. Pipeline right of way filed for record March 16, 1987 and recorded in Volume 290, Page 746. Grantor: Pressure Vessel, Grantee: The East Ohio Gas Company.

26. Gas line easement as reserved in the Deed from Diamond Shamrock to Aluminum Smelting filed for record June 2, 1980 and recorded in Volume 874, Page 590.

27. Easement for railroad purposes, filed for record December 23, 1977 and recorded in Volume 972, Page 102. Grantor: Diamond Shamrock, Grantee: Erie Coke.

28. License agreement for utilities, filed for record June 2, 1980 and recorded in Volume 1056, Page 286 between Fairport, Painesville & Eastern Railway Company and Aluminum Smelting (Licensee).

29. Railroad easement, field for record June 2, 1980 and recorded in Volume 1056, Page 316. Grantor: Aluminum Smelting, Grantee: Fairport, Painesville & Eastern Railway.

30. Pipeline right of way filed for record March 10, 1981 and recorded in Volume 1057, Page 75. Grantor: Aluminum Smelting, Grantee: The East Ohio Gas Company.

31. Pipeline right of way grant, filed for record December 10, 1986 and recorded in Volume 267, Page 57. Grantor: Aluminum Smelting, Grantee: The East Ohio Gas Company.

32. Grant of easement for roadway filed for record June 2, 1980 and recorded in Volume 1056, Page 299. Grantor: Fairport, Painesville, & Eastern Railroad, Grantee: Aluminum Smelting. This easement was subsequently assigned to Cousins on September 15, 1997.

33. Easement for ingress, egress and a private roadway, filed for record October 29, 1997 and recorded in instrument number 970039266. Grantor: Norfolk and Western Railway Company, Grantee: Aluminum Smelting.

34. Easement agreement by and between Aluminum Smelting and Cousins Inc. filed for record September 15, 1997 and recorded in Instrument Number 970032838.

35. Easement for brine lines and fresh water pipelines, filed for record August 1, 1979 and recorded in Volume 1029, Page 210. Grantor: Diamond Shamrock, Grantee: Lake Underground Storage.

36. Ground Lease between Tierra Solutions, Inc. and Lakeview Bluffs LLC dated February 12, 2001.