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Fee Amt: $84.00 Page 1 of 9
Workflow# 1876690
Butler County, Ohio
Dan Crank COUNTY RECORDER
File# 2009-00001738
BK 8074 PG 1646

Butler County
To be recorded with Deed
Records - ORC § 317.08

# ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by the United States of America, acting through the United States Department of Energy ("Owner" or "USDOE"), and the Ohio Environmental Protection Agency ("Ohio EPA"), pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92, and the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), as amended, 42 U.S.C. §§ 9601-9675, for the purpose of subjecting the Property to the activity and use limitations set forth herein.

This Environmental Covenant is created in furtherance of the EPA Superfund Record of Decision: Feed Materials Production Center (USDOE), EPA ID: OH6890008976, OU5, Fernald, OH, dated January 31, 1996, and the Natural Resource Restoration Plan, Fernald Preserve, Fernald, Ohio, U.S. Department of Energy, Fernald Area Office, 212E-PL-003, dated, June, 2008. These documents, along with Volume II of the Comprehensive Legacy Management and Institutional Controls Plan, Fernald Closure Project, Fernald, Ohio, dated May 2008, and the administrative record for the EPA Superfund Record of Decision are located in the Fernald Public Environmental Information Center, currently located at 10995 Hamilton-Cleves Highway, Harrison, Ohio 45030.

Now therefore, Owner 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 a portion of an approximately 1050 acre tract of real property located at 7400 Willey Road, near Fernald, in Butler County, Ohio ("Property"), the relevant portion being more particularly described in Exhibit A attached hereto and incorporated by reference herein.

3. Owner. The United States of America, acting through the United States Department of Energy, is the owner of the Property.

4. Holder. The United States Department of Energy, headquartered at 1000 Independence Avenue SW, Washington, DC 20585, is the holder of this Environmental Covenant.

5. Activity and Use Limitations. Owner hereby agrees to comply with the following activity and use limitations:

A. Land Activity and Use Limitations. Pursuant to the EPA Superfund Record of Decision: Feed Materials Production Center (USDOE), EPA ID: OH6890008976, OU5, Fernald, OH, dated January 31, 1996, the Property shall not be used for any residential or agricultural purposes, and shall only be used in a manner consistent with the Natural Resource Restoration Plan, Fernald Preserve, Fernald, Ohio, U.S. Department of Energy, Fernald Area Office, 212E-PL-003, dated June, 2008, Section 2.1.1 of Volume II of the Comprehensive Legacy Management and Institutional Controls Plan, Fernald Closure Project, Fernald, Ohio, dated May 2008, and the EPA Superfund Record of Decision: Feed Materials Production Center (USDOE), EPA ID: OH6890008976, OU5, Fernald, OH, dated January 31, 1996.

B. Groundwater Activity and Use Limitations. Pursuant to the EPA Superfund Record of Decision: Feed Materials Production Center (USDOE), EPA ID: OH6890008976, OU5, Fernald, OH, dated January 31, 1996, the groundwater underlying all or any portion of the Property shall not be withdrawn or used as a drinking water supply.

The foregoing documents shall be publicly available in the Fernald Public Environmental Information Center.

6. 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, 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.

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91, to the extent consistent with applicable Federal law. 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, nor shall anything in this Environmental Covenant limit any of Owner's defenses under applicable law.

8. 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.

9. Compliance Reporting. The Comprehensive Legacy Management and Institutional Controls Plan requires the Owner to submit to Ohio EPA on a quarterly basis a site inspection report, verifying that the activity and use limitations remain in place and are being complied with.

10. 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 JANUARY __, 2009, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE BUTLER COUNTY RECORDER ON JANUARY __, 2009, IN [DOCUMENT _____, or BOOK___, PAGE ____].

Owner shall notify Ohio EPA within sixty (60) 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.

11. 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 free, clear and unencumbered;

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; 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.

12. 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 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. 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 Butler County Recorder's Office, and shall provide a file- and date-stamped copy of the recorded instrument to Ohio EPA.

13. 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.

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

15. 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 Butler County Recorder's Office.

16. 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.

17. Distribution of Environmental Covenant. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to Ohio EPA and to the Board of County Commissioners of Butler County, Ohio.

18. Notice. Unless otherwise notified in writing by or on behalf of the Owner or Transferee of the Property or portion thereof, as applicable, or Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

Site Coordinator, Fernald Site
Division of Emergency and Remedial Response
Ohio EPA, Southwest District Office
401 East 5th Street
Dayton, Ohio 45402

Site Manager, DOE
Fernald Preserve
7400 Willey Road
Hamilton, Ohio 45013-9402

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

IT IS SO AGREED:

United States Department of Energy

Larry Kelly

Signature

LARRY Kelly CRS, Realty Specialist

Printed Name and Title

1-8-2009

Date

State of Ohio )
) ss:
County of Hamilton )

Before me, a notary public, in and for said county and state, personally appeared Larry Kelly, a duly authorized representative of Owner, who acknowledged to me that he did execute the foregoing instrument on behalf of Owner.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 8th day of January, 2009.

Randolph Tormey

Notary Public

RANDOLPH T. TORMEY
NOTARY PUBLIC-STATE OF OHIO
My Commission Has No Expiration Date
(O.R.C. Section 147.03)

OHIO ENVIRONMENTAL PROTECTION AGENCY

Chris Korleski, Director

Date 1/7/09

State of Ohio )
) ss:
County of Franklin )

Before me, a notary public, in and for said county and state, personally appeared Chris Korleski, 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 7th day of January, 2009.

Notary Public

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

This instrument prepared by:

Mark Navarre, Ohio EPA
Office of Legal Services
50 West Town Street
Columbus, Ohio 43216-1049

Daniel R. Dertke, U.S. DOJ
Environment & Natural Resources Division
Environmental Defense Section
P.O. Box 23986
Washington, DC 20026-3986

This description contains registered land in Butler County, Registered land Book 1 page 11, being further described as follows:

The following described real estate situated in Section Thirty-two (32) Town Three (3) Range Two (2) east of the Meridian line drawn from the mouth of the Great Miami River and in Ross Township Butler County , Ohio, and bounded as follows, viz: Beginning at a stone at the southwest corner of said Section 32; Thence South 89° 51' East Fifty (50) Links along the South line of said section to a stake; thence North 6-1/4° East Twenty-three (23) Chains and Twenty-six (26) links parallel with the west line of said Section 32 to the center of the Brookville Branch of the Colerain, Oxford and Brookville Turnpike; thence west along the middle of said turnpike to the west line of said section; thence South 6-1/4° west with the section line Twenty-three Chains and Thirty-nine links (23 Chs. & 39 links) to the place beginning containing 1.16 acre; said real estate is subject to the right of Elizabeth L. Cone to use the same as a roadway to and from her real estate immediately adjoining same, and in the event of a sale by her of said real estate, the purchaser may have the privilege of the use of this roadway by contributing to the keeping said roadway in good repair, said real estate having been conveyed to M.O. Butterfield by Elizabeth L. cons for a roadway.

Also the following described real estate: Situated in Ross Township, Butler County State of Ohio, in the Southwest quarter of Section Thirty-two (32) Town Three (3) Range two (2) east of the Meridian line drawn from the mouth of the Great Miami River, bounded as follows: Commencing at a pint in the south line of Section Thirty-two (32) Fourteen (14) chains and ten (10) links or Nine hundred and thirty and 6/10 (930.6) feet east of the southwest corner of said Section Thirty-two (32) said point being in the county line; thence north 88 degrees 47 minutes east with the said county line one thousand seven hundred and forty-one and 25/100 (1741.25) feet to a point; Thence north one degree 38 minutes east two thousand and twenty-nine and 78/100 (2029.78) feet to a point in the center of the Brookville Turnpike; thence South 65 degrees 18 minute west with the center of said road one thousand and two hundred (1200) feet to an angle in said road; thence South 70 degrees 06 minutes west with the center of said road one hundred and ninety-eight and 19/100 (198.19) feet to an angle in said road; thence south 77 degrees 58 minutes west four hundred and ten and 55/100 (410.55) feet to a point in the center of said road ; thence South 4 degrees 53 minutes West parallel with the west line of said section Thirty-two (32) for a distance of one thousand four hundred and sixteen and 52/100 (1416.52) Feet to place of beginning, containing sixty-five and 233/100 (65.233) acres.

Also the following described real estate situate in the State of Ohio, County of Butler, more particularly described as follows:

Situated in Ross Township, Butler County, Ohio, in the southwest quarter of Section Thirty-two (32) town three (3) Range Two (2) east of the meridian line running north from the mouth of the Great Miami River, bounded as follows: Commencing at a stone at the southwest corner of said Section 32 witnessed by an Ash fine inches in diameter bears North 5-3/4 degrees East Thirty-six (36) links; thence South 89 degrees 51 minutes east, fourteen (14) chains and ten (10) links to a corner; thence North 6-1/4 degrees East Twenty chains and five (5) links to the center of Brookville branch of the Colerain, Oxford and Brookville turnpike; thence westerly along the center of said road to the west line of said Section 32; thence south 6-1/4 degrees west twenty-three (23) chains and Thirty-nine (39) links to the place of beginning, containing Thirty acres of land, save and except a certain tract of land containing 1.16 acres conveyed by Elizabeth L. Cone to M.O. Butterfield off the west side of the first described tract by deed dated March 4th, 1897, recorded in Deed Record No. 123, page 492 of Butler County records.

This land is but part of one entire farm registered in the name of Helen M. Gary. The only present means of access to the part lying in Hamilton County is over this land.

WARRANTY DEED

Fernald Area
Atomic Energy Commission
Tract No. A-1

KNOW ALL MEN BY THESE PRESENTS: That Eliza Francis, unmarried, by Annie F. Crafts, Attorney in Fact, of the COUNTY OF BUTLER AND STATE OF OHIO, the GRANTOR, in consideration of the sum of THIRTY-SEVEN THOUSAND NINE HUNDRED AND NINETEEN Dollars ($37,919.00) paid by THE UNITED STATES OF AMERICA (Corps of Engineers, Louisville District, P. O. Box 59, Louisville 1, Kentucky) to Eliza Francis, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL AND CONVEY unto THE UNITED STATES OF AMERICA and its assigns forever, the GRANTEE, the following described real estate:

Situate in the State of Ohio, County of Butler, Township of Ross, being the South part of the southeast quarter and the south part of the southwest quarter of Section 31, Township 3, Range 2 east of the meridian line drawn from the mouth of the Great Miami River. more particularly described as follows:

Beginning at the southwest corner of said Section 31; thence with the west line of said section north 18.35 chains to a point in the township road; thence leaving said section line and severing the subject tract east 65.98 chains to a point in the east line of said Section 31; thence with said east section line south 6° 00' west 18.45 chains to the southeast corner of said Section 31; thence with the south line of said section west 64.16 chains to the point of beginning, containing 119.73 acres, more or less.

The above tract being a portion of the same land as that described in Deeds to Eliza Francis from Mary F. Evans et al, dated 7 December 1934, recorded in Deed Book 313, Page 111, and a deed from William Francis et al, dated 11 August 1911, recorded in Deed Book 204, Page 461, in the records of Butler County, State of Ohio.

The above described land is conveyed subject to:

All existing easements for public roads and highways, for public utilities, for railroads and for pipe lines; and

The right of tenants to remove unharvested crops on or before 8 June 1951.

And in further consideration of the payment of the sum of THIRTY-SEVEN THOUSAND NINE HUNDRED AND NINETEEN DOLLARS ($37,919.00) do hereby release, remise and forever quitclaim to the UNITED STATES OF AMERICA and its assigns, all right, title and interest in and to a right of way or road reserved in a deed from Elizabeth L. Cone to M. O. Butterfield, dated November 20, 1896, recorded in Deed Book 123, page 492, Butler County, Ohio.

The Grantor does also remise, release, and forever quitclaim to the UNITED STATES OF AMERICA and its assigns all right, title and interest which she may have in the banks, beds, and waters of any streams opposite to or fronting upon said land and in any alleys, roads, streets, ways, strips, gores, or railroad rights of way abutting or adjoining said land, and in any means of ingress or egress appurtenant thereto.

TO HAVE AND TO HOLD THE PREMISES, with all the privileges and appurtenances thereunto belonging to THE UNITED STATES OF AMERICA and its assigns forever.

Fernald Area
Atomic Energy Commission
Tract No. A-3

KNOW ALL MEN BY THESE PRESENTS: That Eliza Francis, unmarried, by Annie F. Crafts, Attorney in Fact, of the COUNTY OF BUTLER AND STATE OF OHIO, the GRANTOR, in consideration of the sum of TWO THOUSAND NINE HUNDRED AND TEN Dollars ($2,910.00) paid by THE UNITED STATES OF AMERICA (Corps of Engineers, Louisville District, P. O. Box 59, Louisville 1, Kentucky) to Eliza Francis, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL AND CONVEY unto THE UNITED STATES OF AMERICA and its assigns forever, the GRANTEE, the following described real estate:

Situate in the State of Ohio, County of Butler, Morgan Township, Section 36, Township 3, of Range 1, East of the meridian line drawn from the mouth of the Great Miami River, more particularly described as follows:

Beginning at the southeast corner of said Section; thence with the Hamilton-Butler County line N 89° 46' 30" W 864.6 feet to a point in the east right-of-way line of the Chesapeake and Ohio Railroad, said point being 125 feet (measured at right angles) east of the center of said railroad's main line track station 1133 + 00.0; thence with said right-of-way (on a line 125' east of and parallel to the center of said main line track)

N 23° 03' 30" W 1083.1 feet, more or less, to a point in the north line of a 37.76 acre tract now or formerly owned by Eliza Francis, said point being 125 feet east of main line station 1143 + 83.1, said point also being the beginning of a curve (P.C. 0 + 75.9); thence severing said Francis tract along the arc of a 4° curve to the left (interior angle = 51° 06'; Radius = 1349.69 feet) 83.0 feet northeast of and parallel to the center line of proposed Industrial spur track,

Southeasterly along said arc 1203.49 feet to a point, said point being 83.0 feet (measured at right angles) northeast of said spur tract center line station P.T. 13 + 53.4; thence along a tangent 83.0 feet north of and parallel to said spur track center line S 76° 09' 30" E 436.5 feet to a point in the Morgan-Ross Township line; thence with said TWP line S 00° 06' 30" W 140.9 feet to the beginning, containing 6.61 acres, more or less.

The above tract being a part of the same land as that described in a deed to Eliza Francis from Edward Francis, dated 11 January 1935, recorded in Deed Book 310, Page 212 in the records of Butler County, State of Ohio.

The above described land is conveyed subject to:

All existing easements for public roads and highways, for public utilities, for railroads and for pipe lines; and

The right of ingress and egress along the Butler Hamilton County Line to the Chesapeake and Ohio Railroad property.

The Grantor does also remise, release and fofever quitclaim to the UNITED STATES OF AMERICA and its assigns all right, title and interest which she may have in the banks, beds, and waters of any streams opposite to or fronting upon said land and in any alleys, roads, streets, ways, strips, gores, or railroad rights of way abutting or adjoining said land, and in any means of ingress or egress appurtenant thereto, except as above reserved.

TO HAVE AND TO HOLD THE PREMISES, with all the privileges and appurtenances thereunto belonging to THE UNITED STATES OF AMERICA and its assigns forever.