

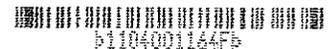
ENVIRONMENTAL COVENANT

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.

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Hamilton County Recorders Office  
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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 Hamilton 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 HAMILTON 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 Hamilton 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 Hamilton 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 Hamilton 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

Signature

*Larry Kelly*

LARRY KELLY, CRS Realty Specialist / -8-2009

Printed Name and Title

Date

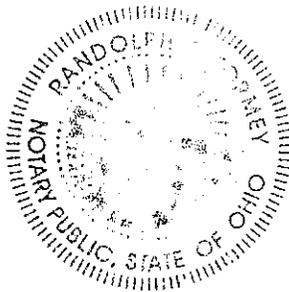
State of Ohio )

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 Torrey  
Notary Public

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

OHIO ENVIRONMENTAL PROTECTION AGENCY

Chris Korleski  
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.



Charima Diane Casteel  
Notary Public

CHARIMA 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

EXHIBIT A

**Legal Description**

Situate in the Sections 5, 6, 7 and 8, Town 2, Range 2, Crosby Township, Hamilton County, State of Ohio, and being all those parcels conveyed to THE UNITED STATES OF AMERICA as recorded in Registered Land Certificate # 20726 ½ Hamilton County, Deed Book 2480 page 325, Deed Book 2480 page 327, Deed Book 2481 page 136, Deed Book 2485 page 575, Deed Book 2491 page 607, Deed Book 2492 page 545, and Deed Book 2497 page 82, in the Hamilton County Records and being more particularly described as follows:

Beginning at a concrete monument found at the northwest corner of said Section 6, and being on the County line of Butler and Hamilton Counties;

Thence with the north line of said section and being said County line, S 88°24'30" E for a distance of 182.52 feet to a monument found at the intersection of said section line and the centerline of Paddys Run Road (60' right of way) and being the True Point of Beginning;

Thence continuing with the north line of said section 6 and said County line, S 88°24'30" E for a distance of 4048.94 feet to the south corner of said sections 5 and 6;

Thence with the south line of said section 5 and continuing with said County line, S 88°40'28" E for a distance of 2518.99 feet to a monument found at the northwest corner of a 1.000 acre parcel of land conveyed to Carl and Sarah Summe as recorded in Deed Book 5887 page 585, of the Hamilton County Records;

Thence with the west line of said 1.000 acre parcel and becoming the west line of a 53.75 acre parcel of land conveyed to Carl and Sarah Summe as recorded in Deed Book 4381 page 1564, of the Hamilton County Records and the west line of a 8.213 acre parcel of land conveyed to Welch Sand and Gravel, Inc as recorded in Deed Book 5172 page 666, of the Hamilton County Records, S 00°29'56" W for a distance of 2016.57 feet to a 3/8" iron pin found;

Thence continuing with the west line of said 8.213 acre parcel and becoming the west line of a 23.610 acre parcel of land conveyed to Welch Sand and Gravel, Inc as recorded in Deed Book 5696 page 917, of the Hamilton County Records, S 00°59'42" W for a distance of 806.05 feet to a monument found;

Thence continuing with the west line of said 23.610 acre parcel and becoming the west line of a 56.250 acre parcel of land conveyed to Knollman Farm, Inc as recorded in Deed Book 4244 page 817, of the Hamilton County Records, S 00°58'20" W for a distance of 1621.73 feet to a monument found;

Thence continuing with the west line of said 56.250 acre parcel, S 00°56'17" W for a distance of 224.15 feet to a monument found at the northwest corner of a 96 acre parcel of land conveyed to Knollman Farm, Inc as recorded in Deed Book 3272 page 589, of the Hamilton County Records;

Thence with the west line of said 96 acre parcel, S 03°58'37" E, passing a monument found at a distance of 1153.99 feet, for a total distance of 1204.12 feet to a Mag spike set on the centerline of Willey Road (right of way varies);

Thence with the centerline of said Willey Road the following 6 courses;

S 81°51'08" W for a distance of 219.61 feet to Mag spike set;

S 81°23'08" W for a distance of 1146.15 feet to Mag spike set, witness a monument found N 56°50'51" W at a distance of 69.39 feet;

S 77°03'08" W for a distance of 532.88 feet to Mag spike set;

S 74°58'51" W for a distance of 199.94 feet to a Mag nail found on the line between said Sections 7 and 8, witness a monument found N 15°23'08" E at a distance of 50.00 feet and a concrete monument found S 6°47'12" E at a distance of 30.68 feet;

S 74°15'36" W for a distance of 1438.29 feet to a Mag spike set, witness a monument found N 1°26'18" W at a distance of 51.60 feet;

N 77°07'28" W for a distance of 580.86 feet to Mag spike set at the intersection of the centerline of said Willey Road and the centerline of Paddys Run Road (60' right of way), witness a monument found N 18°36'09" E at a distance of 50.84 feet;

Thence continuing with the centerline of said Willey Road the following 2 courses;

N 66°45'13" W for a distance of 356.39 feet to Mag spike set, witness a monument found N 26°39'38" E at a distance of 50.09 feet;

N 59°55'01" W for a distance of 381.07 feet to a railroad spike found at the intersection of the centerline of said Willey Road and the centerline of said Paddys Run Road, witness a monument found N 57°32'13" E at a distance of 56.35 feet;

Thence with the centerline of said Paddys Run Road the following 2 courses;

N 04°59'50" W for a distance of 271.30 feet a railroad spike found, witness a monument found N 75°53'04" E at a distance of 50.63 feet;

N 23°13'22" W for a distance of 629.90 feet to a Mag spike set at the southwesterly corner of a 0.281 acre parcel of land conveyed to Cincinnati Gas and Electric Company as recorded in Deed Book 1414 page 59, of the Hamilton County Records;

Thence with the lines of said 0.281 acre parcel the following 3 courses;

N 66°17'11" E for a distance of 132.35 feet to a monument set;

N 23°42'49" W for a distance of 79.76 feet to a concrete monument found;

N 87°53'12" W for a distance of 145.68 feet to a railroad spike found on the centerline of said Paddys Run Road, witness a monument found N 61°51'35" E at a distance of 50.15 feet;

Thence with the centerline of said Paddys Run Road the following 7 courses;

N 33°19'42" W for a distance of 1464.12 feet to a 5/8" iron pin found, witness a monument found N 68°19'26" E at a distance of 50.90 feet;

N 09°59'09" W for a distance of 172.10 feet to a Mag spike set, witness a monument found N 86°12'15" E at a distance of 50.28 feet;

N 02°20'21" E for a distance of 501.21 feet to a railroad spike found, witness a monument found N 82°22'49" E at a distance of 30.74 feet;

N 17°33'23" W for a distance of 267.88 feet to a Mag spike set, witness a monument found N 81°07'12" E at a distance of 51.35 feet;

N 02°04'00" W for a distance of 505.12 feet to railroad spike found, witness a monument found N 81°44'10" E at a distance of 50.52 feet;

N 14°48'45" W for a distance of 779.29 feet railroad spike found, witness a monument found N 75°04'00" W at a distance of 49.46 feet;

N 13°39'24" W for a distance of 2012.00 feet to the point of beginning.

Containing 436.632 acres in section 6 (3.893 acres in Right of Way), 272.903 acres in section 5, 79.312 acres in section 7 (2.544 acres in Right of Way), and 41.882 acres in section 8 (2.701 acres in Right of Way) for a total of 830.730 acres more or less and being subject to all legal highways, right of ways, easements and restrictions of record

Bearings in this description are based on NAD83 State Plane coordinates, Ohio South, Hamilton County Benchmark System, monument 1814 to monument 1810 bearing N 69°07'45" E.

This description is based on a field survey performed by Tecumseh Surveying Inc. in October 2007 under my supervision.

Lynn E. Hirsch  
P.S. 5738

The above description contains Registered Land in Hamilton County, Certificate Number 20726 ½, being further described as follows:

The following described real estate situate in Crosby Township, Hamilton County, Ohio, in Sections five and six (5 & 6) Township two (2) Range two (2) east of the meridian line drawn from the mouth of the Great Miami River, viz:

Beginning at a stone in the county line between Hamilton and Butler Counties, at the northeast corner of said section six (6) Crosby Township, thence in the County line south eighty-nine degrees west (S. 89° W ) twenty-one hundred and fourteen and 8/10 (2114.8) feet, thence south two degrees and fifteen minutes east (S. 2°15' E.) twenty-six hundred and sixty (2660.00) feet, thence north eighty-nine degrees east (N 89° E) twenty-three hundred and thirty-four and 4/10 (2334.4) feet to a point in the section line between said sections five and six of Crosby Township, thence in said section line north six degrees and fifty-eight minutes west (N. 6°58' W ) eight hundred and eighty-two and 73/100 (882.73) feet, thence north eighty-eight degrees and forty-eight minutes east (N. 88°48' E ) fifteen hundred and seventy-seven and 7/10 (1577.7) feet, thence north two degrees and eight minutes west (N. 2°08' W ) eight hundred and eighty-four and 24/100 (884.24) feet, thence eighty-eight degrees and sixteen minutes east (N. 88°16' W.) seven hundred and ninety-two and 10/100 (792.10) feet, thence north two degrees and six minutes west (N. 2°06' W.) eight hundred and ninety-one and 71/100 (891.71) feet to a point in the County line, thence in said County line south eighty-eight degrees and forty-seven minutes west (S 88°47' W.) twenty-five hundred and twenty and 25/100 (2520 25) feet to the place of beginning, containing two hundred and nineteen and 716/1000 (219.716) acres of land.