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03/15/2010 2:18PM BXPORTR WRIG
Robert G. Montgomery
Franklin County Recorder

**TRANSFER
NOT NECESSARY**

MAR 15 2010

**CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO**

CONVEYANCE TAX
EXEMPT

CLARENCE E. MINGO II
FRANKLIN COUNTY AUDITOR

**To be recorded with Deed
Records - ORC § 317.08**

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Georgia-Pacific Chemicals LLC ("Owner") 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.

Georgia-Pacific Chemicals LLC is a indirect wholly owned subsidiary of Georgia-Pacific LLC. The Georgia-Pacific Chemicals site ("Site") is located at 1975 Watkins Road in Columbus, Franklin County, Ohio, and has operated there since 1970.

An on-site landfill is located in the grassy area west of the main plant area and encompasses approximately 35,000 square feet as shown by the general area map in the attached Figure 1. The landfill was used by Georgia-Pacific for the disposal of waste resins, dredgings from settling basins and filter cake waste materials. Georgia-Pacific closed the landfill in December 1979 by grading the waste materials, covering the waste with a layer of high-clay soil and seeding the area to prevent erosion of the soil cover. Ohio EPA inspected and approved the landfill's closure and cover in March 1980.

Limitations on the disturbance of the closed, on-site landfill prevent the exposure of facility employees and construction workers to the contaminated subsurface soils.

The administrative record for the Site is located at Ohio EPA's Central District Office, Division of Emergency and Remedial Response, 50 W. Town Street, Suite 700, Columbus, Ohio 43215.

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 an approximately one acre tract of real property owned by Georgia-Pacific Chemicals LLC, located at 1975 Watkins Road, in Columbus, Franklin County, Ohio, and more particularly described in Exhibit A, a legal description and survey attached hereto and hereby incorporated by reference herein ("Subject Property").
3. Owner. Georgia-Pacific Chemicals LLC ("Owner"), which is located at 133 Peachtree Street, N.E., Atlanta, Georgia, is the owner of the Subject Property.
4. Holder. Owner, whose address is the same as listed above, is the holder of this Environmental Covenant.
5. Activity and Use Limitations. As part of the remedial action described in Ohio EPA's October 31, 2006 Decision Document, Owner hereby imposes and agrees to comply with the following activity and use limitations:
 - A. Disturbance Limitations. The soil and vegetative cover over the Subject Property shall not be disturbed or excavated.
 - B. Construction Limitations. No permanent or temporary structures or buildings shall be constructed on the Subject Property.
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, 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 Subject 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. Failure to timely enforce compliance with this Environmental Covenant or the activity and use

limitations contained herein by any party shall not bar suit 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.

8. Rights of Access. Owner hereby grants to Ohio EPA, its contractors, and employees, upon presentation of proper identification at reasonable times, the right of access to the Subject Property for implementation or enforcement of this Environmental Covenant.
9. Compliance Reporting. Owner or any Transferee shall submit to Ohio EPA, upon request, written documentation verifying that the activity and use limitations remain in place and are being complied with.
10. Notice upon Conveyance. Each instrument hereafter conveying an 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 _____, 2010, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE FRANKLIN COUNTY RECORDER ON _____, 2010, [DOCUMENT _____, or BOOK _____, PAGE _____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS: DISTURBANCE LIMITATIONS; AND CONSTRUCTION LIMITATIONS.

Owner shall notify Ohio EPA within ten (10) 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 Subject Property.
 - B. That the Owner holds fee simple title to the Subject 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 Subject Property and notified such persons of the Owner's intention to enter into this Environmental Covenant.
 - 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 Franklin 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.
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 Subject Property, with the Franklin 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 Subject Property with the Franklin County Recorder.
17. Distribution of Environmental Covenant. The Owner shall distribute a file-and date-stamped copy of the recorded Environmental Covenant to Ohio EPA and the City of Columbus.
18. Notice. Unless otherwise notified in writing by or on behalf of the current owner or Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

Central District Office; Site Coordinator
Division of Emergency and Remedial Response
Ohio EPA
P.O. Box 1049
Columbus, Ohio 43216-1049

Georgia-Pacific Corporation LLC
Attention: David Mason, Plant Manager
1975 Watkins Road
Columbus, Ohio

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

IT IS SO AGREED:

GEORGIA-PACIFIC CHEMICALS LLC

OWNER AND HOLDER

Diana M. Knigge *DM*
Signature

Diana M. Knigge,
Vice President - Real Estate
Printed Name and Title

January 22, 2010
Date

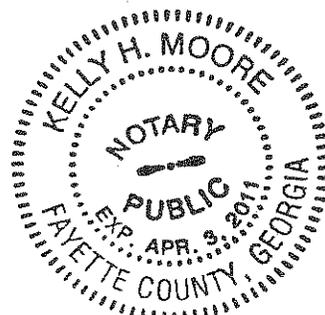
State of Georgia)
County of Fulton)

ss:

Before me, a notary public, in and for said county and state, personally appeared Diana M. Knigge, a duly authorized representative of Georgia-Pacific Chemicals LLC, who acknowledged to me that he did execute the foregoing instrument on behalf of Georgia-Pacific Chemicals LLC.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 22nd day of January, 2010.

Kelly H. Moore
Notary Public



OHIO ENVIRONMENTAL PROTECTION AGENCY


Chris Korleski, Director

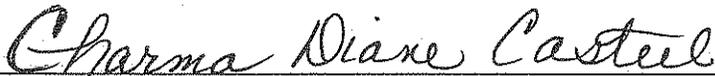
2/8/10
Date

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 8th day of FEBRUARY, 2010.




Notary Public

This instrument prepared by:

Robert J. Schmidt, Esq.
Porter, Wright, Morris & Arthur
Huntington Center
41 South High Street
Columbus, Ohio 43215-6194

Mark J. Navarre, Esq.
Ohio EPA, Legal Office
50 West Town Street
Columbus, Ohio 43216-1049

CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES
May 10, 2014

**ENVIRONMENTAL COVENANT FOR
GEORGIA PACIFIC CORPORATION**

Situated in the State of Ohio, County of Franklin, City of Columbus, being a part of Section 12, Town 4, Range 22 Congress Lands and being more particularly described as follows:

Commencing at the intersection of the centerline of Watkins Road and the centerline of New World Drive as same is shown and delineated upon the recorded plat of Discovery Park for Industry as recorded in Plat Book 40, Page 106 Franklin County Recorder's office; thence N 85°55'32" W along said centerline of Watkins Road a distance of 960.02 feet to a point; thence S 3°27'13" W a distance of 40.00 feet to owner's northeasterly property corner, said point being in the existing southerly right of way line of Watkins Road; thence N 85°55'32" W along owner's northerly property line and along said southerly right of way line of Watkins Road a distance of 473.98 feet to a point; thence S 4°04'28" W a distance of 378.06 feet to an iron pin set, said point being the real **POINT OF BEGINNING** for this description:

thence along a circular arc of 8.10 feet to the right, having a radius of 20.00 feet and being subtended by a chord bearing S 42°44'52" W for a distance of 8.05 feet to an iron pin set;

thence S 54°26'08" W a distance of 62.80 feet to an iron pin set;

thence along a circular arc of 25.85 feet to the left, having a radius of 60.00 feet and being subtended by a chord bearing S 42°05'31" W for a distance of 25.65 feet to an iron pin set;

thence S 29°44'54" W a distance of 28.95 feet to an iron pin set;

thence along a circular arc of 26.46 feet to the left, having a radius of 60.00 feet and being subtended by a chord bearing S 17°06'58" W for a distance of 26.24 feet to an iron pin set;

thence along a circular arc of 26.56 feet to the left, having a radius of 12.50 feet and being subtended by a chord bearing S 56°23'32" E for a distance of 21.84 feet to an iron pin set;

thence along a circular arc of 10.17 feet to the left, having a radius of 10.00 feet and being subtended by a chord bearing N 33°35'15" E for a distance of 9.74 feet to an iron pin set;

thence N 4°26'37" E a distance of 14.91 feet to an iron pin set;

thence along a circular arc of 6.54 feet to the right, having a radius of 12.50 feet and being subtended by a chord bearing N 19°26'20" E for a distance of 6.47 feet to an iron pin set;

thence N 35°29'21" E a distance of 29.66 feet to an iron pin set;

thence S 4°17'01" W a distance of 287.54 feet to an iron pin set;

thence N 86°08'20" W a distance of 7.12 feet to an iron pin set;

thence along a circular arc of 29.70 feet to the left, having a radius of 20.00 feet and being subtended by a chord bearing S 51°19'18" W for a distance of 27.04 feet to an iron pin set;

thence S 3°51'31" W a distance of 19.42 feet to an iron pin set;

thence N 56°19'48" W a distance of 63.94 feet to an iron pin set;

thence along a circular arc of 104.99 feet to the right, having a radius of 349.00 feet and being subtended by a chord bearing N 31°09'38" W for a distance of 104.59 feet to an iron pin set;

thence along a circular arc of 116.81 feet to the right, having a radius of 225.00 feet and being subtended by a chord bearing N 8°37'47" W for a distance of 115.51 feet to an iron pin set;

thence N 10°04'52" E a distance of 102.71 feet to an iron pin set;

thence along a circular arc of 72.63 feet to the right, having a radius of 50.00 feet and being subtended by a chord bearing N 51°41'51" E for a distance of 66.41 feet to an iron pin set;

thence S 86°41'12" E a distance of 74.89 feet to an iron pin set;

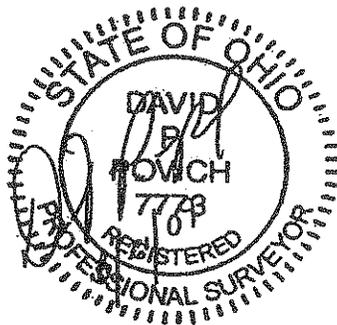
thence N 79°03'24" E a distance of 84.05 feet to the **POINT OF BEGINNING**.

The above described parcel contains 1.177 acres (51,290 sq.ft.), more or less.

Grantor claims title by instrument of record in instrument 200703190047 Franklin County Recorder's Office.

The above environmental covenant area is based upon drawing number 466135-D02 by Environmental Strategies Corporation.

Monuments referred to as iron pins set are 5/8 inch diameter iron bars with a 1 inch diameter plastic cap stamped "URS CORP."





CUSTOMER RECEIPT - RECORDING SERVICES

Receipt Number: T20100013105
Date/Time: 03/15/2010 14:18:25
Method Received: Walk-In

Transaction Detail

Instrument Number	Instrument Type	# Pgs	Base Fee	Non-Sid Pricing	Housing Trust Fund	Cert. Copy	Copy	Total Copy Fee	Disposition	Postage	Subtotal
201003150030571	DECLARATION	10	\$ 46.00	No	\$ 46.00	N	N	\$0.00	Box	\$ 0.00	\$92.00
AMOUNT DUE: \$92.00											

Payment Information

Method of Payment: Payment Control ID 113672
 Check: Authorized Agent

Amount: \$92.00

AMOUNT PAID: \$92.00
 LESS AMOUNT DUE: \$92.00
 CHANGE RECEIVED: \$0.00