AGREEMENT CONCERNING EASEMENTS AND RESTRICTIONS

This Agreement Concerning Easements and Restrictions (this "Agreement") is made as of the 13th day of May, 1999 by and among **Mrs. Cynthia Donahey**, a married woman, who resides at 306 ½ East 11th Street, Columbus, Ohio 43201 (hereinafter referred to as "Owner"), **The Goodyear Tire & Rubber Company**, 1144 East Market Street, Akron, Ohio 44316-0001, an Ohio Corporation ("Goodyear") and **PPG Industries, Inc.**, One PPG Place, Pittsburgh, PA 15272 ("PPG"), a Pennsylvania corporation. Goodyear and PPG are (hereinafter collectively referred to as the "Companies").

WHEREAS, the Owner has fee simple title to property located in Green Township, Hocking County Ohio, as more particularly described in the quit claim deed from Martha M. Donahey to Cynthia Donahey, dated May 6, 1992, and recorded in Volume 3, page 790 of Hocking County, Ohio deed records (the "**Green II Landfill Site" or "Site**");

WHEREAS, the Site encompasses approximately twenty-one and thirty-five one hundredths (21.48) acres, including approximately ten (10) acres of landfill that encircles an approximately one-acre, rock knob that rises above the surrounding landfill. The metes and bounds property description of the Site, as provided in a recent survey, is attached hereto as Attachment A and made a part hereof;

WHEREAS, the Companies are conferring with the Ohio Environmental Protection Agency (the "Ohio EPA") on the terms of an administrative order on consent (which, including the work plan and all other appendices and attachments thereto, is referred to herein as the "AOC") under which Owner and Seifert Companies, Ltd. will be parties and pursuant to which the Companies will agree to undertake certain remedial activities at the Site for the purpose of improving environmental conditions thereon (which activities, together with all other activities that are described in the other Remedial Documents, are collectively referred to herein as "the Work"). The term "Remedial Documents" means the AOC and any other documents (whether created pursuant to the AOC or otherwise) that describe any remedial activities authorized or approved by Ohio EPA and/or the U.S. EPA with respect to the Site, or any portion thereof, as said documents exist or may be created or

9900003431
Filed for Record in
HOCKING COUNTY, OHIO
DONNA R. LEACH
On 06-09-1999 At 11:38 am.
AGREE-DEED 76.00
Book OR Vol. 148 Pg. 55 - 70

modified in the future, all of which documents are or will be available as public records of the Ohio EPA or the United States Environmental Protection Agency ("U.S. EPA");

WHEREAS, each of the Companies desire to obtain certain easements from the Owner with respect to the Site as hereinafter described (the "Easements") and to have the Owner create certain restrictions with respect to the use of the Site as hereinafter described (the "Restrictions");

WHEREAS, the Owner is and will be benefitted by the Work and the resulting improvement of the condition of the Site and, consequently, desires to grant the Easements and to impose the Restrictions, all as hereinafter set forth.

THEREFORE, in consideration of the foregoing, the Owner and each of the Companies, intending to be legally bound by this Agreement, agree as follows:

1. The Owner states and warrants to the Companies that (a) she is the sole owner of fee-simple title to the Site and has authority by virtue of that ownership to enter into this Agreement, (b) except for the rights of Seifert Companies, Ltd. as the current holder of the lessee's rights under an Oil and Gas Leased dated November 30, 1979, as recorded in Volume 82 page 93 of Hocking County, Ohio deed records, no person or entity occupies or is entitled to occupy any portion of the Site that is affected by any of the Easements and (c) there are no mortgages or other monetary liens that affect all or any portion of the Site.

2. The Owner hereby grants and conveys to each of the Companies (collectively, the "Grantees"), including their respective agents, employees, contractors, subcontractors, representatives and persons otherwise necessary for the performance of the Work, the following exclusive and, unless this Agreement terminates pursuant to Section 7 hereof, perpetual, easements:

(a) An easement of ingress and egress on, over and across the Site in order to provide access to and from any part of the Site where the Work will be performed;

(b) An easement of ingress and egress on, over, under, through and across the Site at any time, without advance notice, in order to conduct all Work on, over, under, through and across the Site as any one or more of the Grantees deems

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necessary or desirable in order to perform, implement, monitor or evaluate the Work and/or investigate, test, sample, assess or evaluate any environmental aspect of the Site;

(c) An easement on, over, under, through and across the Site in order to (i) plant, maintain and replace trees and other vegetation and (ii) construct, install, use, maintain, repair and replace the cover, drains, lines, pipes, meters, containments, monitoring wells, monitoring devices, fences, buildings, utilities and such other equipment and facilities (collectively, the "Easement Facilities") as any one or more of the Grantees deems necessary or desirable in connection with the Work; and

(d) An easement of ingress and egress on, over, under, through and across the Site at any time, without advance notice, with all necessary vehicles, materials, equipment and personnel to the extent necessary for the full enjoyment of the easements created hereby, together with the right to park and/or store all such vehicles, materials and equipment on the Site.

3. The easements, restrictions, covenants and other provisions of this Agreement shall be irrevocable and binding upon all subsequent owners of the Site, or any portion thereof, throughout the term of this Agreement, whether subsequent owners acquire ownership by sale, gift, devise, or any other means of acquisition. During the term of this Agreement, Owner and persons or entities becoming owners of the Site, or any portion thereof, shall inform subsequent owners and prospective purchasers of any of the Site, of the existence of this Agreement, and shall provide a copy of this Agreement to them. Owner and each future owner further agree to condition any transfer of his, her or its ownership interest in the Site, or any portion thereof, upon the transferee's acknowledgment in writing that transferee is bound by the terms of this Agreement. The Companies will cause a copy of this Agreement to be recorded by the Hocking County, Ohio Recorder.

4. In performance of the Work, each of the Companies, and their respective agents, employees, contractors and representatives, shall determine and exercise the Easements afforded by this Agreement in a manner which they, in their sole discretion, determine to be most desirable to perform and complete the Work. The Owner agrees not to interfere, hinder, delay, disturb or disrupt, in any way, the performance, completion, or maintenance of any of the Work or any of the Easement Facilities and further agrees not to allow others to do so.

5. Each of the Companies shall, upon request of an Owner, provide reasonable information regarding the Work, including the extent of completion of the Work and anticipated time for completion of the Work or any portion thereof.

6. Owner, for herself and her successors and assigns, hereby imposes the following restrictions upon the use and ownership of the Site:

Without the prior written and recorded consent of Ohio EPA:

(a) No buildings, structures, pavement, wells, landscaping or other improvements of any type (other than the "Easements Facilities") may be placed upon any of the Site.

(b) No groundwater located under any of the Site, or rising to the surface on or over any of the Site, shall be used for any purpose whatsoever, except as any one or more of the Grantees determines is necessary or desirable in connection with any of the Work.

(c) No groundwater shall be caused to rise to the surface of the Site.

(d) Except as expressly permitted in the attached Subordination and Agreement, no drilling or mining for oil, gas, coal or any other minerals shall be conducted on the Site.

(e) No removal, modification, damage or destruction of any Easement Facilities, including fences, gages, signs, etc. that are installed at the Site as part of the Work, except as any one or more of the Grantees determines is necessary or desirable in connection with any of the Work.

(f) No excavation or removal of any soil or rock from any part of the Site where waste is landfilled, where cover is placed over landfilled waste, or where any component of the remedy is installed, except as any one or more of the Grantees determines is necessary or desirable in connection with any of the Work.

(g) No alteration of the drainage on the Site that affects the flow of surface water or infiltration on or near the landfilled area, except as any one or more of the Grantees determines is necessary or desirable in connection with any of the Work.

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(h) No removal, cutting, or trimming of any trees, bushes, shrubbery or other vegetation that are part of the Phyto-Remediation Component or other component of the remedy, such as the hybrid poplars and willows, except as any one or more of the Grantees determines is necessary or desirable in connection with any of the Work.

7. This Agreement shall take effect as of the date hereof and shall terminate at such time as the Ohio EPA has, in writing, approved the written certification of the Companies that all work required to be performed (and all payments to be made) under the AOC have been completed and paid. Upon termination of this Agreement, all parties' rights and obligations hereunder shall terminate.

8. This Agreement shall not affect any party's rights, responsibilities, or defenses with respect to the liability for any conditions at the Site. Each party shall bear its own responsibility for liability for injury or accident to any person or damage to any Site that occurs during the life of this Agreement.

9. This Agreement may not be amended except by written instrument executed by all parties.

10. Each of the easements, restrictions, covenants and provisions of this instrument touches and concerns the Site, are equitable servitudes, and shall run with the land. The provisions of this instrument shall be binding upon, and shall inure to the benefit of, each of the parties hereto and their respective heirs, successors and assigns.

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11. This Agreement may be executed in several counterparts, all of which shall be deemed to be an original of this Agreement.

12. This Agreement shall be governed by the law of Ohio.

OWNER:

Cynthia Donahey

WITNESSES:

Signed and Acknowledged in the presence of:

Tesa Frost

Michelle Collier

The Goodyear Tire & Rubber Company

WITNESSES:

Signed and Acknowledged in the presence of:

BY: _____

K. B. Kleckner,
Vice President

_____

_____

PPG Industries, Inc.

WITNESSES:

Signed and Acknowledged in the presence of:

BY: _____

Name: _____

Title: _____

_____

_____

STATE OF OHIO)
) SS
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Cynthia Donahey, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at ___ _____, _____, this _____ day of _____, 19___.

Notary Public

My commission expires: _____

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The Goodyear Tire & Rubber Company

WITNESSES:

Signed and Acknowledged in the presence of:

BY: _____

K. B. Kleckner,
Vice President

_____

_____

PPG Industries, Inc.

WITNESSES:

Signed and Acknowledged in the presence of:

BY: _____

Name: E. Kears Pollock

Title: Executive Vice President

Donna J. Morris

Marion D. Eastman

STATE OF OHIO)
) SS
COUNTY OF Franklin)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Cynthia Donahey, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Hilliard, Ohio, this 13 day of May, 1999

Janet R. Hitchcock
Notary Public

Seal

My commission expires: 6/26/99

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PI: 1010809v4
Printed: 05-10-99 08:57

[Notarial Seal]

STATE OF OHIO)

) SS

COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named K. B. Kleckner, known to me to be a Vice President The Goodyear Tire & Rubber Company, an Ohio corporation, who acknowledged that he did sign the foregoing instrument on behalf of said corporation by authority of its Board of Directors and that the same is his free act and deed as such officer and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio, this 10th day of May, 1999.

Seal

Notary Public Audrey H. Sims

My commission expires: AUDREY H. SIMS, Notary Public Residence - Summit County State Wide Jurisdiction, Ohio My Commission Expires Feb. 1, 2004

[Notarial Seal]

COMMONWEALTH OF PENNSYLVANIA)

) SS

COUNTY OF ALLEGHENY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named _____, known to me to be the _____ _____ of PPG Industries, Inc., a Pennsylvania corporation, who acknowledged that ____ _____ did sign the foregoing instrument on behalf of said corporation by authority of its Board of Directors and that the same is _____ free act and deed as such officer and the free act and deed of said corporation.

[Notarial Seal]

STATE OF OHIO)
) SS
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named _____, known to me to be the _____ _____ of The Goodyear Tire & Rubber Company, a Ohio corporation, who acknowledged that _____ did sign the foregoing instrument on behalf of said corporation by authority of its Board of Directors and that the same is _____ free act and deed as such officer and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, _____, this _____ day of _____, 19___.

_____
Notary Public

My commission expires:_____

[Notarial Seal]

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF ALLEGHENY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named E. KEARS POLLOCK, known to me to be the EXECUTIVE VICE PRESIDENT of PPG Industries, Inc., a Pennsylvania corporation, who acknowledged that HE did sign the foregoing instrument on behalf of said corporation by authority of its Board of Directors and that the same is HIS free act and deed as such officer and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at PITTSBURGH, ALLEGHENY COUNTY, PA this 10TH day of MAY, 1999.

Marion G. Eastman

Notary Public

Notarial Seal
Marion G. Eastman, Notary Public
Pittsburgh, Allegheny County
My Commission Expires April 8, 2000
Member, Pennsylvania Association of Notaries

Seal

[Notarial Seal]

My commission expires:

This instrument was prepared by Jones, Day, Reavis & Pogue, 500 Grant Street, Suite 3100, Pittsburgh, PA 15219; (412) 394-7228.

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SUBORDINATION

In consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, husband of Cynthia Donahey, hereby, for himself and his heirs and assigns, agrees that all of his rights, title and interest in and to the Site is hereby made subject and subordinated to the easements, restrictions, covenants and provisions of the foregoing Agreement Concerning Easements and Restrictions.

OWNER: WITNESSES:

Signed and Acknowledged in the presence of:

James Donahey

Jane L. Beman

STATE OF OHIO)
City of Columbus) SS
COUNTY OF Franklin)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named James Donahey who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, _____, this 24 day of May, 1999

Notary Public

My commission expires:_____

[Notarial Seal]

NOTARIAL SEAL

CONNIE L. KARLQUIST
Notary Public - State of Ohio
My Commission Expires 10-19-99

Pl. 1010809
Printed: 03-07-99 18:37

SUBORDINATION AND AGREEMENT

In consideration of Ten Dollars ($10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the undersigned, as the current holder of all of the lessee's rights under that certain Oil and Gas Lease dated November 30, 1979, as recorded in Volume 82, page 93 of Hocking County Ohio Records (the "Oil and Gas Lease"), as assigned to the undersigned pursuant to an Assignment dated June 8, 1997, as recorded in Volume 99, page 97 of Hocking County Ohio Records, hereby, for itself and its successors and assigns:

(1) Warrants and represents to each of the Grantees in the foregoing Agreement Concerning Easements and Restrictions to which this Subordination and Agreement is attached (the "Easements and Restrictions Agreement") that (a) the Oil and Gas Lease has not been modified in any respect, (b) that the undersigned is the current owner of all of the lessee's rights thereunder and (c) that this Subordination and Agreement has been duly authorized by all of its Members and Managers pursuant to certified resolutions that have been delivered to Grantees simultaneously herewith;

(2) Agrees that its rights under the Oil and Gas Lease are hereby made subject and subordinated to the easements, restrictions, covenants and provisions of the foregoing Agreement Concerning Easements and Restrictions; and

(3) Agrees that, unless and until the Easements and Restrictions Agreement is terminated pursuant to Section 7 thereof, it shall observe and comply with all of the covenants and restrictions that are set forth in Section 4 and Section 6 of the foregoing Agreement Concerning Easements and Restrictions.

Notwithstanding the foregoing, this Subordination and Agreement is made by the undersigned with the understanding that, except as provided in subparagraph (b) of this paragraph, this Subordination and Agreement shall not prevent the undersigned from continuing to operate the one (1) well (the "Existing Well") that is currently located on the Site, provided that (a) such operation is and at all times remains in full compliance with all laws and regulations that are now or hereafter applicable thereto; and (b) if pursuant to any future decision of the Ohio EPA or U.S. EPA, a cover is required to be placed over any portion of the Site that affects the operation of the Existing Well,

the undersigned shall discontinue its operations of the Existing Well to the extent necessary to avoid any interference with the installation, maintenance, repair, replacement or purpose of such cover.

SEIFERT COMPANIES, LTD.

BY: John W. Seifert
John W. Seifert
[Manager or Member]

WITNESSES:

Signed and Acknowledged in the presence of:

Jeri A. Miller

Regina M Long

STATE OF OHIO)
) SS
COUNTY OF Fairfield)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named John W. Seifert, known to me to be a OWNER of Seifert Companies, Ltd., a limited liability company, who acknowledged that he did sign the foregoing instrument on behalf of said limited liability company and that the same is his free act and deed as such OWNER and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Lancaster, Oh, this 11 day of May, 1999

Regina M Long
Notary Public

My commission expires:

NOTARIAL SEAL STATE OF OHIO

REGINA M. LONG
Notary Public, State of Ohio
Commission expires 2-4-04

Attachment A

P & L Systems, Ltd.
Surveyors • Engineers
Planners

4970 Cleveland Avenue
Columbus, Ohio 43231
Phone: (614) 891-4970
Fax: (614) 891-4984

21.348 ACRE
PROPERTY DESCRIPTION

Situated in the State of Ohio, County of Hocking, Township of Greene, being a part of Lot 11 and all of Lot 10, Section No. 36, Township No 13, Range North 16, Ohio Company's Purchase, with all references herein described being to records of the Hocking County Recorder's Office, Logan, Ohio, and being more particularly bounded and described as follows:

Beginning for reference at a stone with "X" found, at the southeast corner of said Section 36;

Thence S 89° 41'31" W, along the southerly line of said Section 36, a distance of 897.91 feet to an iron rod found at the southwest corner of a 40.00 acre parcel conveyed to Kilbarger Construction, Inc. in O.R. 111-851, and being the true point of beginning of the parcel herein described;

Thence S 89° 58'31"W, continuing along said southerly section line, also being the northerly line of a 24.02 acre parcel conveyed to Logan Log Homes, Inc. in O.R. 70-441, (passing at 148.60 feet a .50" iron pin found stamped "Seymour-6044" at the northwesterly corner of said 24.02 acre parcel, also being the northeasterly corner of the 6.86 acres conveyed to Samuel A. Diley in D.B. 179, Page 654, also continuing along the northerly line of said 6.86 acres and the northerly line of a 11.56 acre parcel conveyed to Joshua J. and Ruth B. Tolliver in D.B. 159, Page 752, then passing the centerline of Clay Hill Road (Co. Rd. 353) and continuing with the northerly line of a 11.00 acre parcel conveyed to Joshua Tolliver in D.B. 95, Page 363), a distance of 1147.74 feet to an iron pin set at the southeast corner of a 7.61 acre parcel conveyed to Mary A. Lloyd in D.B. 219, Page 190;

Thence N 00° 58'51" E, along the easterly line of said 7.61 acre parcel to and with the easterly line of a 3.09 acre parcel conveyed to Anthony B. Castenova in D.B. 210, Page 518, a distance of 502.92 feet to an iron pin set at the northeasterly corner of said 3.09 acre parcel;

Thence S 85° 57'06" E, along the southerly line of a 4.38 acre parcel conveyed to The City of Logan in D.B. 96, Page 459, a distance of 269.94 feet to an iron pin set at the southeasterly corner of said 4.38 acre parcel;

Thence N 00° 18'47" E, along the easterly line of said 4.38 acre parcel, a distance of 496.98 feet to an iron rod found at the southwesterly corner of the 11.75 acre parcel conveyed to Paramount Transmission Corp. in D.B. 126, Page 324;

Thence S 89° 41'13" E, along the southerly line of said 11.75 acre parcel, crossing said Clay Hill Road (Co. Rd. 353), a distance of 441.46 feet to an iron rod found stamped 6650 + 6844, at a corner of said 11.75 acre parcel;

Thence S 00° 21'30" W, along the easterly line of said 11.75 acre parcel, a distance of 141.41 feet to an iron rod found stamped 6650+ 6844 at a corner of said 11.75 acre parcel;

hence S 89° 33'08" E, continuing along said southerly line, a distance of 439.28 feet to an iron rod ound stamped 6650 + 6844, at the southeast corner of said 11.75 acre parcel, also being a point in the asterly line of said 40.00 acre Kilbarger Construction, Inc. parcel;

hence S 00° 52'20" W, along said easterly line of said 40.00 acre parcel, a distance of 833.11 feet to the ue point of beginning of the parcel herein described, containing 21.348 acres, more or less, and subject o all legal highways, streets, alleys, rights-of-way, conditions, restrictions, and easements of previous ecord.

he basis of bearings for this description is the south line of Sec. 36, being S 89° 58'31" W, as assigned n the deed conveyed to Joshua J. and Ruth B. Tolliver, D.B. 159, Page 752, Hocking County Courthouse, ogan, Ohio.

he "iron pins set" are 30 inches long, 3/4 inch inside diameter, hollow iron pipes with a plastic yellow ap stamped "P & L Syst. P.S. 6841".

his description was prepared by P & L Systems, Ltd., in March of 1999 from record information and an ctual field survey of the premises conducted in February of 1999.

STATE OF OHIO
THOMAS E RYBECKI 6841
REGISTERED SURVEYOR

P & L Systems, Ltd.

5-18-99
Date