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Anita Lopez
Lucas County Recorder MISC

OHIO E.P.A.
DEC 15 2006

ENTERED DIRECTOR'S JOURNAL

To be recorded with Deed
Records - ORC § 317.08

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by DaimlerChrysler Corporation ("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.

Whereas, this Environmental Covenant concerns a portion of the former North Cove Landfill Site that is owned by DaimlerChrysler Corporation. The Site is located west of Jeep Parkway (formerly known as North Cove Blvd.), and east of Willys Parkway, in Toledo, Ohio. The western portion of the Site is currently a City park in the former Willys Test Track area. The eastern portion underlies Interstate Highway I-75, and runs adjacent to the Ottawa River, as well as underlies a small section of the Chrysler/Jeep facility parking lot.

Whereas, in a Decision Document dated August 2000, the Director of Ohio EPA selected a remedial action for the Site requiring, among other things, the placement of additional cover soils, slope revetment of the Ottawa River banks, phytoremediation, institutional controls and long-term operation and maintenance.

Whereas, DaimlerChrysler Corporation and the City of Toledo as Defendants, and ODOT as Third-Party Defendant, entered into a Consent Order with Ohio EPA, filed with the Lucas County Court of Common Pleas on February 5, 2003, Case No. 96-2141. Ohio EPA modified the remedy on November 4, 2003 to account for beneficial reuse options proposed for the Site.

I certify this to be a true and accurate copy of the official documents as filed in the records of the Ohio Environmental Protection Agency.

By: [Signature] Date: 12-15-06

FASTAW & SMITH BOX

Whereas, construction was undertaken in 2003 and 2004 as part of the Remedial Activities at the Site, as described in the 2003 Consent Order. As part of that work, on August 26, 2004, Ohio EPA granted to Owner a Water Quality Certification, Ohio EPA ID No. 042032 ("401 Certification") pursuant to Ohio law and Section 401 of the Clean Water Act, 33 U.S.C. §1344, as part of a nationwide permit from the United States Army Corps of Engineers. A condition of the 401 Certification required the installation of additional trees as part of the required stream mitigation. This Environmental Covenant pertains to the protection of these trees as well as the remaining components of the mitigation.

Whereas, Owner installed pre-cast articulated concrete block revetments along the northern and southern banks of the Ottawa River at the Site to eliminate the risk of direct contact with landfill waste and leachate, and affected soils and sediments.

Whereas, Owner implemented phytoremediation on the Ottawa River banks within the footprint of the former landfill, which included planting of Ohio native species of tall grasses and trees as a condition of the 2003 Consent Order.

Whereas, the Owner also planted additional trees outside the footprint of the former landfill as a requirement of the 401 Certification, to promote river bank and riparian mitigation outside of the revetment areas.

Whereas, the Use Restriction Agreement entered into by Ohio EPA and DaimlerChrysler recorded with the Lucas County Recorder's Office on December 12, 2004, #20041208-0098410, established certain use restrictions for the Site, including the DaimlerChrysler property, which are unaffected by the activity and use limitations contained herein. This Environmental Covenant does not supercede but supplements the Use Restriction Agreement.

Now therefore, Owner, DaimlerChrysler Corporation 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 that mitigation-related property that is owned by DaimlerChrysler: 545 linear feet (by 27feet width) of riverbank along the south side of the Ottawa River, located at Northwest ¼ section 22, Northeast ¼ section 23 and the Southwest section Township 9 South, Range 7 East, City of Toledo, in Lucas County, Ohio, and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein ("Property").

3. DaimlerChrysler Corporation (“Owner”), located at 1000 Chrysler Drive, Auburn Hills, Michigan, USA, 48326, is the owner of the Property.

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

5. Activity and Use Limitations. As part of the remedial action described in the Decision Document and the 401 Certification, Owner hereby imposes and agrees to comply with the following activity and use limitations:

(a) Except with written approval of Ohio EPA, and consistent with all statutory and regulatory requirements, no person shall undertake or permit an activity on the Property that may interfere with, damage, or otherwise impair the trees planted as part of the mitigation. No person shall cut, remove, or destroy by means of herbicides or pesticides, or otherwise damage, the trees planted as part of the riparian mitigation, except with the prior written authorization of Ohio EPA and in accordance with applicable law. The only exception permitted is the replacement of trees in accordance with the 401 Certification and Decision Document.

(b) No person shall permit a residential, commercial, recreational, or agricultural use of the Property that interferes with the health of the trees planted as part of the mitigation. The Owner or Transferee shall demonstrate with a reasonable degree of certainty that a proposed use of the Property is permitted under this Environmental Covenant. Written approval by Ohio EPA is required prior to any change in the use of the Property.

(c) No person shall undertake or allow activities that interfere with the concrete revetment, except with the prior written authorization of Ohio EPA. The only exception permitted includes the maintenance or replacement of the revetment necessary to comply with the 401 Certification and Decision Document.

(d) 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 11 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.

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 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 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.

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. Owner or any Transferee shall submit to Ohio EPA on an annual basis for years 2006 through 2010 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 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 LUCAS COUNTY RECORDER ON _____, 2006, IN [DOCUMENT ____, or BOOK ____, PAGE ____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

As part of the remedial action described in the Decision Document, Owner hereby impose and agree to comply with the following activity and use limitations:

(a) Except with written approval of Ohio EPA, and consistent with all statutory and regulatory requirements, no person shall undertake or permit an activity on the Property that may interfere with, damage, or otherwise impair the trees planted as part of the mitigation. No person shall cut, remove, or destroy by means of herbicides or pesticides, or otherwise damage, the trees planted as part of the riparian mitigation, except with the prior written authorization of Ohio EPA and in accordance with applicable law. The only exception permitted is the replacement of trees in accordance with the 401 Certification and Decision Document.

(b) No person shall permit a residential, commercial, recreational, or agricultural use of the Property that interferes with the health of the trees planted as part of the mitigation. The Owner or Transferee shall demonstrate with a reasonable degree of certainty that a proposed use of the Property is permitted under this Environmental Covenant. Written approval by Ohio EPA is required prior to any change in the use of the Property.

(c) No person shall undertake or allow activities that interfere with the concrete revetment, except with the prior written authorization of Ohio EPA. The only exception permitted includes the maintenance or replacement of the revetment necessary to comply with the 401 Certification and Decision Document.

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 warrant to the other signatories hereto:

- A. That the Owner is the sole owner of the Property;
- B. that the Owner hold 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 Lucas 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 Property, with the Lucas 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 with the Lucas 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; the City of Toledo and County of Lucas.

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:

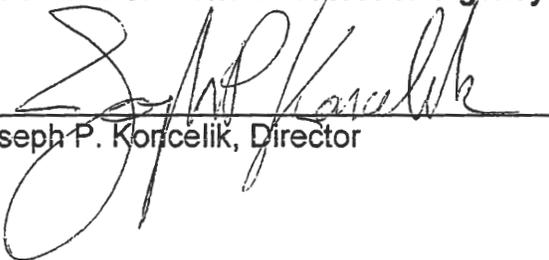
Manager, Remedial Response Program
Division of Emergency and Remedial Response
Ohio EPA
P.O. Box 1049
Columbus, OH 43216-1049

Site Coordinator, Former North Cove Landfill
Division of Emergency and Remedial Response
Ohio EPA—Northwest District Office
347 North Dunbridge Road
Bowling Green, OH 43402

Greg Rose
Senior Manager, Environmental Risk Management
DaimlerChrysler Corporation
CIMS 482-00-51
800Chrysler Drive
Auburn Hills, MI 48326

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

Ohio Environmental Protection Agency



Joseph P. Koncelik, Director

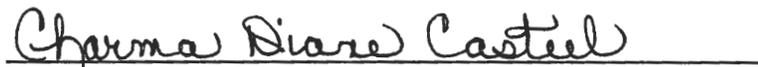
12-14-06

Date

State of Ohio)
)
County of Franklin) ss:

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 14th day of DECEMBER, 2006



Notary Public

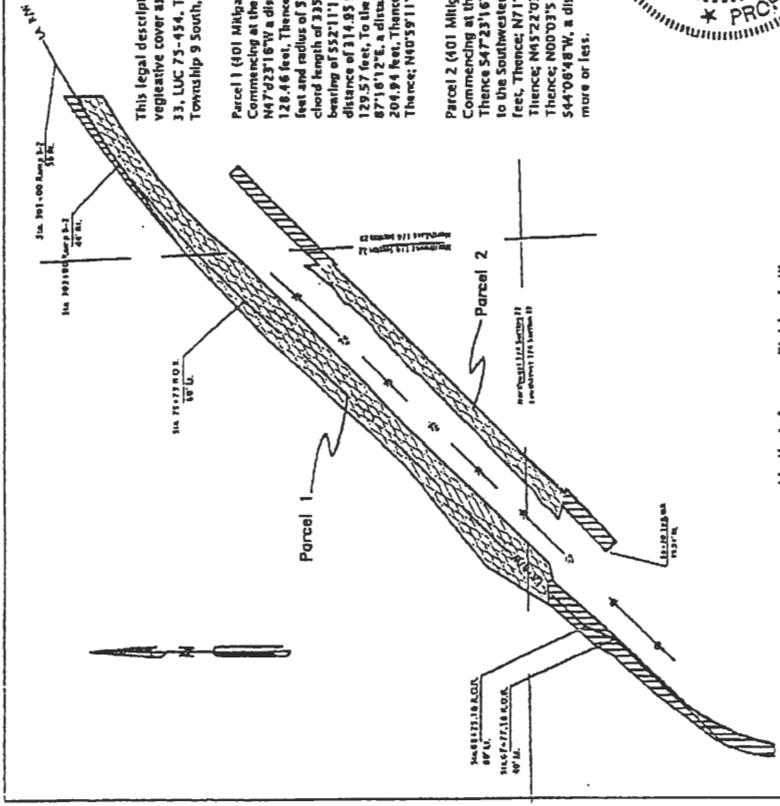
CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES
MAY 10, 2009

This instrument prepared by:

DaimlerChrysler Corporation



Exhibit A

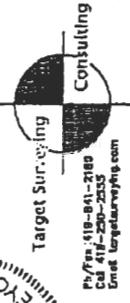


This legal description is for the sole purpose of protecting the limits of mitigation. These limits contain the revetment structures and adjoining vegetative cover as described herein. The basis of bearing are related to the Right-of-Way Plan, pages 7 thru 11, the Toledo Expressway Plan part 33, LUC 73-434. The preceding legal descriptions are located in: Northwest 1/4 section 22, Northeast 1/4 section 23 and the Southwest 1/4 section 22, Township 9 South, Range 7 East, City of Toledo, Lucas County, Ohio.

Parcel 1 (401 Mitigation Restricted Area, North Bank)
 Commencing at the Northeasterly end of concrete retaining wall being Sta. 68+25.18, 60 feet left of centerline of the Relocated Ottawa River, Thence N47°42'18"W a distance of 11.33 feet, to the True Point of Beginning, Thence N40°59'11"E a distance of 60.34 feet, Thence N10°35'02"E a distance of 301.39 feet and radius of 3515.83 feet, Thence N45°42'03"E a distance of 200.30 feet, to the point of curve to the left, having a chord bearing of N1°43'40"E, chord length of 301.39 feet and radius of 3515.83 feet, Thence N40°07'47"E a distance of 160.66 feet, to a point of curve to the right, having a chord bearing of N51°20'16"E, a chord length of 335.29 feet and a radius of 3088.42 feet, Thence S00°49'42"E a distance of 49.68 feet, to the point of curve to the left, having a chord bearing of S52°11'17"W, chord length of 2389.21 feet and a radius of 938.00 feet, Thence S44°43'19"W, a distance of 383.45 feet, Thence S41°56'47"W, a distance of 3114.95 feet, Thence S76°05'58"W, a distance of 27.16 feet, Thence S40°34'58"W, a distance of 163.01 feet, Thence S42°38'12"W, a distance of 129.57 feet, to the point of curve to the left, having a chord bearing of S23°35'37"W, chord length of 152.43 feet and a radius of 3702.1 feet, Thence S 87°18'12"E, a distance of 18.60 feet, to the point of curve to the left, having a chord bearing of N15°45'31"E, a chord length of 95.47 feet and a radius of 204.94 feet, Thence N25°51'31"E, a distance of 111.16 feet, Thence N40°15'35"E, a distance of 100.38 feet, Thence N27°54'12"E, a distance of 34.75 feet, Thence N40°59'11"E, a distance of 30.04, to the True Point of Beginning. Containing 1.58 acres more or less.

Parcel 2 (401 Mitigation Restricted Area, South Bank)
 Commencing at the Northeasterly end of concrete retaining wall being, Sta. 68+25.18, 60 feet left of the centerline of the Relocated Ottawa River, Thence S47°23'16"E a distance of 113.33 feet, to the True Point of Beginning, Thence N42°36'44"E to Sta. 68+70.39, Thence S47°23'16"E, a distance of 49.24 feet to the Southwesterly corner of the land described herein, said corner is the True Point of Beginning, Thence N44°06'48"E, a distance of 100.00 feet, Thence N71°46'12"W, a distance of 20.79 feet, Thence N45°43'00"E, a distance of 572.83 feet, Thence S00°03'51"E, a distance of 23.88 feet, Thence N45°22'03"E, a distance of 200.03 feet, Thence S45°40'18"W, a distance of 20.02 feet, Thence S45°17'05"W, a distance of 218.62 feet, Thence N00°03'51"W, a distance of 7.11 feet, Thence S43°43'01", a distance of 428.31 feet, Thence S74°09'14"E, a distance of 6.62 feet, Thence S44°08'48"W, a distance of 113.50 feet, Thence N45°35'12"W, a distance of 23.00 feet to the True point of beginning. Containing 0.52 acres more or less.

- 1/4" W/W — Limited Access Right-of-Way
-  Revetment Structure
-  Vegetative Cover



Steven D. Coder
 Steven D. Coder 7862 (Ohio)

Legal Description for Limits of Mitigation			
DRAWN	DATE	PROJECT NO.	
SDC	5/13/05	Earth Tech	
APPROVED	TITLE	36133 Schoolcraft Rd.	
SDC	5/13/05	Livonia, MI, 48150	
SCALE	SHEET		
As Shown	1 OF 1		