To be recorded with Deed Records - ORC § 317.08

MAY 12 2009

ENVIRONMENTAL COVENANT

This Environmental Covenant is made as of the 26th day of MAY, 2009, by and among Owners/Holders CAPA Property Management, LLC; and Jeffrey D. Long (as further identified below); pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Site and the Restricted Area (described below) to the Activity and Use Limitations and to the rights of access described below.

Whereas, pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, the United States Environmental Protection Agency ("U.S. EPA" or "the Agency") placed the Pristine, Inc. Site ("Site") on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the *Federal Register*, 48 *Fed. Reg.* 40658 (September 8, 1983); and

Whereas, in a Remedial Action/Feasibility Study (RI/FS) completed on July 23, 1987, U.S. EPA found the following contaminants had been released into the soil at the Site: polychlorinated biphenyls, DDT, aldrin, dieldrin, 1,2-dichlorethane, methylene chloride, chloroform, benzene, vinyl chloride, tetrachloroethene, trichloroethene, polycyclic aromatic hydrocarbons, phenol, bis(2-ethylhexyl)phthalate, cadmium, lead, mercury, 2,3,7,8-tetrachlorodibenzodioxin; and

Whereas, U.S. EPA issued a final Record of Decision (ROD) on December 31, 1987, which called for excavation and on-site consolidation of 1,725 cubic yards of sediment and soil; in-situ vitrification of contaminated soil to an average depth of ten feet across the Site; installation of a french drain along the eastern Site boundary; extraction of groundwater from the lower outwash lens/lower aquifer using at least one extraction well; on-site treatment of groundwater using an air stripper with discharge to Mill Creek; demolition, decontamination and removal of all on-site structures; access and deed restrictions, and groundwater monitoring; and

Whereas on March 30, 1990, U.S. EPA issued a ROD Amendment to change treatment of on-site soils from in-situ vitrification to thermal incineration and in-situ vapor extraction, and whereas U.S. EPA entered a Remedial Design/Remedial Action Consent Decree on October 23, 1990 (United States District Court for the Southern District of Ohio, Western Division, Civil Action No., C-1-89-837), which provided for the implementation of the remedial alternative selected in the December 1987 ROD, as amended by the March 1990 ROD Amendment, and whereas with the exception of achieving groundwater and soil cleanup goals and implementing all institutional controls, the remedial action has been implemented at the Site; and

Whereas, the parties hereto have agreed: 1) to grant a permanent right of access over the Site to the Access Grantees (as hereafter defined) for purposes of implementing

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Wayne Coates
Hamilton County Recorders Office
Doc #: 09-0113422 Type: MI
Filed: 05/12/2009 4:54 PM $172.00
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facilitating and monitoring the remedial action, and 2) to impose on the Site Activity and Use Limitations as covenants that will run with the land for the purpose of protecting human health and the environment; and

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Now therefore, Owners and U.S. EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant executed and delivered pursuant to §§ 5301.80 to 5301.92 of the ORC. U.S. EPA is the Agency, as defined by ORC 5301.80(B), that approved the environmental response project pursuant to which this environmental covenant is created. Pursuant to ORC 5301.81(B), any right of U.S. EPA under this environmental covenant is not an interest in real property.

2. Site; Restricted Area. The one (1) parcel of real property which contains 13.327 acres located in the City of Reading, Hamilton County, Ohio (the "Site") which is subject to the environmental covenants set forth herein is described on **Exhibit A** attached hereto and hereby by reference incorporated herein. The property address is 400 Cavett Avenue; Reading, Ohio. The Rohm and Haas Site is immediately south of the property. Immediately north of the property, the Metropolitan Sewer District of Greater Cincinnati operates a sewage holding and treatment facility. Railroad tracks owned by the Southwest Ohio Regional Transit Authority are east of the property. Mill Creek and General Electric Company property are generally west of the property. Part of the Site which is subject to additional Activity and Use Limitations in Paragraph 5 below is described on **Exhibit B** attached hereto and hereby incorporated herein, and is hereafter referred to as the "Restricted Area." The Restricted Area is the property upon which Pristine, Inc. conducted operations in Reading, Ohio, the adjacent ditches and the structure referred to as the Magic Pit, which is located on Cincinnati Drum Service property, as depicted in the map attached as Appendix 10 to the Consent Decree. The Site is outlined by the heavy black line on the copy of the Hamilton County, Ohio, Auditor's tax map (the "Map") attached hereto as **Exhibit C-1**, and the Restricted Area is shown on the copy of the Map attached hereto as **Exhibit C-2.**

3. Owner. CAPA Property Management, LLC, whose registered agent's address is R. Warner Office, 255 East Fifth Street, Suite 1900, Cincinnati, Ohio 45202; and Jeffrey D. Long, whose address is Cincinnati Drum Services, Inc., One Louise Ave., P.O. Box 16141, Ludlow, Kentucky 41016-0141 (collectively "Owners") are the owners of the Site. Owners are the Settling Owner/Operator Defendants, or their successors, named in the Consent Decree described in the first page of this Environmental Covenant.

4. Holders. CAPA Property Management, LLC; and Jeffrey D. Long, whose addresses appear in Paragraph 3 above.

5. Activity and Use Limitations on the Restricted Area and on the Site.

(a) Owners agree for themselves and their successors in title not to permit the Site, including the Restricted Area, to be used in any manner that would interfere with or adversely affect the integrity or protectiveness of the remedial action which has been implemented or which will be implemented pursuant to the Consent Decree unless the written consent of the U.S. EPA to such use is first

obtained. Owners' agreement to restrict the use of the Restricted Area shall include, but not be limited to, not permitting any drilling, digging, building, or the installation, construction, removal or use of any buildings, wells, pipes, roads, ditches, or any other structures in the Restricted Area unless the written consent of U.S. EPA to such use or activity is first obtained.

(b) Owners covenant for themselves and their successors and assigns, that the Restricted Area shall be used solely for industrial activities only in accordance with a U.S. EPA-approved plan for re-use of the Restricted Area, and that the Restricted Area shall not be used for commercial or residential purposes, including, but not limited to, the construction, installation, or use of any structures or buildings for residential or commercial purposes. This prohibition includes the use of the property for the storage of drums. Residential uses that are prohibited include single and multi-family dwelling units (including those occupied by the owner(s) of the unit(s) and by the renter(s)); day-care centers; hotels, motels, and rooming houses; correctional facilities and detention centers; transient or other residential facilities; elementary and secondary schools; and hospitals. Owners acknowledge and agree that the Restricted Area has been remediated only for industrial uses.

(c) Owners covenant for themselves and their successors and assigns that there shall be no consumptive use of the Site groundwater, including the Restricted Area, either on or off the Site, until cleanup goals are achieved.

(d) Owners covenant for themselves and their successors and assigns that there shall not be any interference with Site remedial components, including groundwater pump and treatment systems and in-situ vapor extraction systems.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owners 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 Site or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

7. Requirements for Notice to U.S. EPA Following Transfer of a Specified Interest in, or Concerning Proposed Changes in the Use of, Applications for Building Permits for, or Proposals for any Site Work Affecting Contamination on the Restricted Area. Neither Owners nor any Holder shall transfer any interest in the Restricted Area or make proposed changes in the use of the Restricted Area, or make applications for building permits for, or proposals for any work in the Restricted Area without first providing notice to U.S. EPA and obtaining any approvals thereto that are required under the Consent Decree.

8. Access to the Site. Pursuant to Section X of the Consent Decree, Owners agree that U.S. EPA and Settling Defendants, their successors and assigns, and their respective officers, employees, agents, contractors and other invitees (collectively, "Access Grantees") shall have and hereby grants to each of them an unrestricted right of access to the Site

to undertake the Permitted Uses described in Paragraph 9 below and, in connection therewith, to use all roads, drives and paths, paved or unpaved, located on the Site or off the Site ("off-site") and rightfully used by Owners and Owners' invitees for ingress to or egress from portions of the Site (collectively, "Access Roads"). The right of access granted under this Paragraph 8 shall be irrevocable while this Covenant remains in full force and effect. The Settling Defendants are named on **Exhibit D** attached hereto.

9. Permitted Uses. The right of access granted under Paragraph 8 of this Environmental Covenant shall provide Access Grantees with access to the Site, or such other property, for the purpose of conducting any activity related to the Consent Decree or the purchase of the Site, including, but not limited to, the following activities:

a) Monitoring the Work;

b) Verifying any data or information submitted to the United States or the State;

c) Conducting investigations relating to contamination at or near the Site;

d) Obtaining samples;

e) Assessing the need for, planning, or implementing response actions at or near the Site;

f) Implementing the Work pursuant to the Consent Decree;

g) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Owners or their agents, consistent with Section XV (Retention and Availability of Information) of the Consent Decree;

h) Assessing Settling Defendants' compliance with the Consent Decree;

i) Determining whether the Site or other property is being used in a manner that is prohibited or restricted or that may need to be prohibited or restricted by or pursuant to the Consent Decree;

j) Surveying and making soil tests of the Site, locating utility lines, and assessing the obligations which may be required of a prospective purchaser by U.S. EPA under the Consent Decree; and

k) Enforcing and maintaining compliance with this Environmental Covenant.

10. Administrative Record. Copies of the U.S. EPA administrative record for the Pristine, Inc. Site are maintained at the following locations: U.S. EPA Region 5; Superfund Records Center (7th Floor); 77 W. Jackson; Chicago, Illinois 60604; and the Public Library of Cincinnati and Hamilton County, Reading Branch; 9001 Reading Road; Cincinnati, Ohio 45215.

MAY 12 2009

11. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Site or Restricted Area or any portion of the Site or Restricted Area shall contain a notice of the Activity and Use Limitations, and grants of access set forth in the Environmental Covenant, and provide the recorded location of this Environmental Covenant. For instruments conveying any interest in the Site or any portion thereof other than the Restricted Area, the notice shall be substantially in the form set forth in **Exhibit E**. For instruments conveying any interest in the Restricted Area or any portion thereof, the notice shall be substantially in the form set forth in **Exhibit F**.

12. Amendments; Early Termination. This Environmental Covenant may be modified, amended or terminated while Owners own the property only by a writing signed by Owners and U.S. EPA with the formalities required for the execution of a deed in Ohio which is recorded in the Office of the Recorder of Hamilton County, Ohio. Upon transfer of all or any portion of the Site, Owners waive any rights that they might otherwise have under Section 5301.90 of the ORC to withhold their consent to any amendments, modifications, or termination of this Environmental Covenant, to the extent that they have transferred their interest in that portion of the Site affected by said modification, amendment or termination. The rights of Owners' successors in interest as to a modification, amendment or termination of this Environmental Covenant are governed by the provisions of Section 5301.90 of the ORC.

13. Other Matters.

(a) Representations and Warranties of Owner. Owners represent and warrant; that Owners are the only owners of the Site; that Owners hold fee simple title to the Site which is free, clear and unencumbered except for the Consent Decree; that Owners have the power and authority to make and enter into this Agreement as Owners and Holders, to grant the rights and privileges herein provided and to carry out all obligations of Owners and Holders hereunder; that this Agreement has been executed and delivered pursuant to the Consent Decree; and, that this Agreement will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owners are a party or by which Owners may be bound or affected.

(b) Right to Enforce Agreement against Owners; Equitable Remedies. In the event that Owners or any other person should attempt to deny the rights of access granted under Paragraph 8 or should violate the restrictions on use of the Site set forth in Paragraph 5; then, in addition to any rights which U.S. EPA may have under the Consent Decree, U.S. EPA or any Settling Defendant that is adversely affected by each denial (for example, any Settling Defendant that is prevented from conducting its remedial obligations under the Consent Decree) or by such violation shall have the right to immediately seek an appropriate equitable remedy and any court having jurisdiction is hereby granted the right to issue a temporary restraining order and/or preliminary injunction prohibiting such denial of access or use in violation of restrictions upon application by U.S. EPA or

by such adversely affected Settling Defendant without notice or posting bond. Owners and each subsequent owner of the Site by accepting a deed thereto or to any part thereof waive all due process or other constitutional right to notice and hearing before the grant of a temporary restraining order and/or preliminary injunction pursuant to this Subsection 13(b).

(c) Future Cooperation; Execution of Supplemental Instruments. Owners agree to cooperate fully with U.S. EPA and/or the Settling Defendants and to assist them in implementing the rights granted them under this Environmental Covenant and, in furtherance thereof, agree to execute and deliver such further documents as may be requested by U.S. EPA to supplement or confirm the rights granted hereunder.

(d) Cumulative Remedies; No Waiver. All of the rights and remedies set forth in this Environmental Covenant or otherwise available at law or in equity are cumulative and may be exercised without regard to the adequacy of, or exclusion of, any other right, remedy or option available hereunder or under the Consent Decree or at law. The failure to exercise any right granted hereunder, to take action to remedy any violation by Owners of the terms hereof or to exercise any remedy provided herein shall not be deemed to be a waiver of any such right or remedy, and no forbearance on the part of U.S. EPA and no extension of the time for performance of any obligations of Owners hereunder shall operate to release or in any manner affect U.S. EPA's rights hereunder.

(e) 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.

(f) Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owners shall file this Environmental Covenant for recording, in the same manner as a deed to the Site, with the Hamilton County Recorder's Office.

(g) 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 Site with the Hamilton County Recorder.

(h) Distribution of Environmental Covenant/Other Notices. The Owners shall distribute a file-stamped and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA, Hamilton County, each person holding a recorded interest in the Site, and the Settling Defendants. All notices, requests, demands or other communications required or permitted under this Environmental Covenant shall be given in the manner and with the effect set forth in the Consent Decree.

(i) Notices – All notices, requests, demands or other communications required or permitted under this Environmental Covenant shall be directed to the following individuals:

As to the United States or U.S. EPA:

1) Pristine, Inc. Site Attorney
U.S. Environmental Protection Agency
Office of Regional Counsel
77 W. Jackson Blvd., C-14J
Chicago, IL 60604

2) Pristine, Inc. Remedial Project Manager
U.S. Environmental Protection Agency
77 W. Jackson Blvd., SR-6J
Chicago, IL 60604

3) Assistant Attorney General
U.S. Department of Justice
Land & Natural Resources Division
10th & Pennsylvania Avenue, NW
Washington, D.C. 20530

As to the State of Ohio:

Pristine, Inc. Site Coordinator
Ohio Environmental Protection Agency
SWDO, DERR
401 E. Fifth St.
Dayton, OH 45402-2911

(j) Governing Law. This Environmental Covenant shall be construed according to and governed by the laws of the State of Ohio and the United States of America. Except as provided herein, the laws of the State of Ohio shall be the governing law. Federal law shall govern issues related to environmental remediation; the adequacy of the institutional controls to protect human health and the environment; and issues involving or relating to U.S. EPA. The federal court for the appropriate judicial district shall have jurisdiction of any action involving the U.S. EPA.

(k) Captions. All paragraph captions are for convenience of reference only and shall not affect the construction of any provision of this Environmental Covenant.

(l) Time of the Essence. Time is of the essence of each and every performance obligation of Owners under this Environmental Covenant.

IN WITNESS WHEREOF, Owner and U.S. EPA have executed and delivered this Environmental Covenant as of the date first above written.

OWNER

Treasurer

CAPA Property Management, LLC

STATE OF ~~OHIO~~ KENTUCKY)
) SS.
COUNTY OF Henton)

The foregoing instrument was acknowledged before me this 26th day of May, 2009, by CAPA Property Management, LLC.

Ruth Johnson
Notary Public
Exp: 12/13/12

IN WITNESS WHEREOF, Owner and U.S. EPA have executed and delivered this Environmental Covenant as of the date first above written.

OWNER
CINCINNATI DRUM SERVICE, INC
SCHEDULE C DEFENDANTS
Pres./Treas.

Jeffrey D. Long

KENTUCKY
STATE OF ~~OHIO~~)
) SS.
COUNTY OF Kenton)

The foregoing instrument was acknowledged before me this 26th day of May, 2009, by Jeffrey D. Long.

Ruth Johnson
Notary Public
Expr: 12/13/12

IN WITNESS WHEREOF, Owners and U.S. EPA have executed and delivered this Environmental Covenant as of the date first above written.

UNITED STATES OF AMERICA
On behalf of the Administrator of the
United States Environmental Protection Agency

By: Richard C Karl
Richard C. Karl, Director
Superfund Division, Region 5

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 9TH day of JULY, 2009, by Richard C. Karl, Director, Superfund Division, Region 5 of the United States Environmental Protection Agency, on behalf of the United States of America.

OFFICIAL SEAL
JOHN V FAGIOLO
NOTARY PUBLIC - STATE OF ILLINOIS
COMMISSION EXPIRES

John V Fagiolo
Notary Public

EXHIBIT A

Legal Description of the "Site"

Starting at a steel post in the Northeast corner of said Section 33; thence Southwardly in the east line of said section a distance of 1249.38 feet to a point; thence North 86 degrees 20 minutes 47 seconds West, a distance of 784.50 feet to a concrete monument in the West Right-of-way Line of the Phil. Bait, and Washington Railroad; and the Place of Beginning of the Tract of land herein described; thence South 0 degrees 09 minutes 23 seconds West; a distance of 450.00 feet to a point; thence South 85 degrees 08 minutes 15 seconds West, a distance of 200.00 feet to an iron pin; thence South 85 degrees 08 minutes 15 seconds West, a distance of 991.03 feet to a concrete monument; thence North- 3 degrees 47 minutes 23 seconds East, a distance of 61.33 feet to a concrete monument; thence North 73 degrees 17 minutes 45 seconds East, a distance of 204.00 feet to an iron pin; thence North 63 degrees 13 minutes 45 seconds East, a distance of 70.00 feet to an iron pin; thence North 43 degrees 44 minutes 38 seconds East, a distance 144.22 feet to an iron pin; thence North 8 degrees 51 minutes 45 seconds East, a distance of 158.11 feet to an iron pin; thence North 64 degrees 16 minutes 15 seconds West, a distance of 226.00 feet to a concrete monument; thence North 65 degrees 11 minutes 15 seconds West, a distance of 100.00 feet to an iron pin; thence North 70 degrees 43 minutes 39 seconds West, a distance of 100.06 feet to an iron pin; thence North 80 degrees 21 minutes 15 seconds West, a distance of 100.00 feet to an iron pin; thence North 86 degrees 47 minutes 48 seconds West, a distance of 55.10 feet to a concrete monument; thence North 3 degrees 45 minutes 45 seconds East, a distance of 34.76 feet to a point; thence South 86 degrees 14 minutes 15 seconds East, a distance of 551.74 feet to an iron pin in the center of the East Branch of Mill Creek; thence with the centerline of said creek North 47 degrees 53 minutes 45 seconds East, a distance of 137.56 feet to an iron pin; thence leaving the centerline of said creek south 86 degrees 20 minutes 47 seconds East, a distance of 685.17 feet to an iron pin in the West Right-of-Way Line of the aforesaid railroad; thence with the West line of said railroad South 0 degrees 09 minutes 23 seconds West, a distance of 100.32 feet to a concrete monument; thence South 85 degrees 17 minutes 20 seconds East 6.00 feet to the point of beginning, containing 13.327 Acres of land, more or less.

EXHIBIT B

Legal Description of the "Restricted Area"

Situated in the Section 33, Town 4, Entire Range 1, Sycamore Township, City of Reading, Hamilton County, Ohio and being more particularly described as follows:

BEGINNING at the southeast corner of a tract of land conveyed to CAPA Property Management, LLC (undivided one half interest) recorded in O.R. 9781, Pg. 2994 of the Hamilton County Recorder's Office and Jeffrey D. Long, Tr. as recorded in D.B. 6048, Pg. 1022 of the Hamilton County Recorder's Office.

Thence along the lines and through the lands of said CAPA Property Management, LLC and Jeffrey D. Long, Tr. the following sixteen courses:

1. South 85°08'15" West, 222.68 feet;
2. North 05°20'38" East, 26.01 feet;
3. North 07°19'05" East, 114.31 feet;
4. North 47°10'15" West, 28.41 feet;
5. North 05°50'14" West, 57.74 feet;
6. North 13°24'40" East, 102.68 feet;
7. South 75°46'46" East, 24.20 feet;
8. North 09°52'05" East, 177.82 feet;
9. North 16°41'26" West, 57.43 feet;
10. North 64°21'49" West, 15.28 feet;
11. North 00°05'49" West, 20.12 feet;
12. North 02°58'11" West, 14.31 feet;
13. South 86°20'47" East, 180.80 feet;
14. South 00°09'23" West, 100.32 feet;
15. South 85°17'20" East, 6.00 feet;
16. South 00°09'23" West, 450.00 feet to the **POINT OF BEGINNING.**

CONTAINING 2.5374 ACRES. Subject to legal highways and easements of record.

Being part of the property conveyed to CAPA Property Management, LLC (undivided one half interest) recorded in O.R. 9781, Pg. 2994 of the Hamilton County Recorder's Office and Jeffrey D. Long, Tr. as recorded in D.B. 6048, Pg. 1022 of the Hamilton County Recorder's Office.

The bearings are based on Official Record 9781, Page 2994 of the Hamilton County Recorder's Office.

EXHIBIT C-2

Drawing of Restricted Area

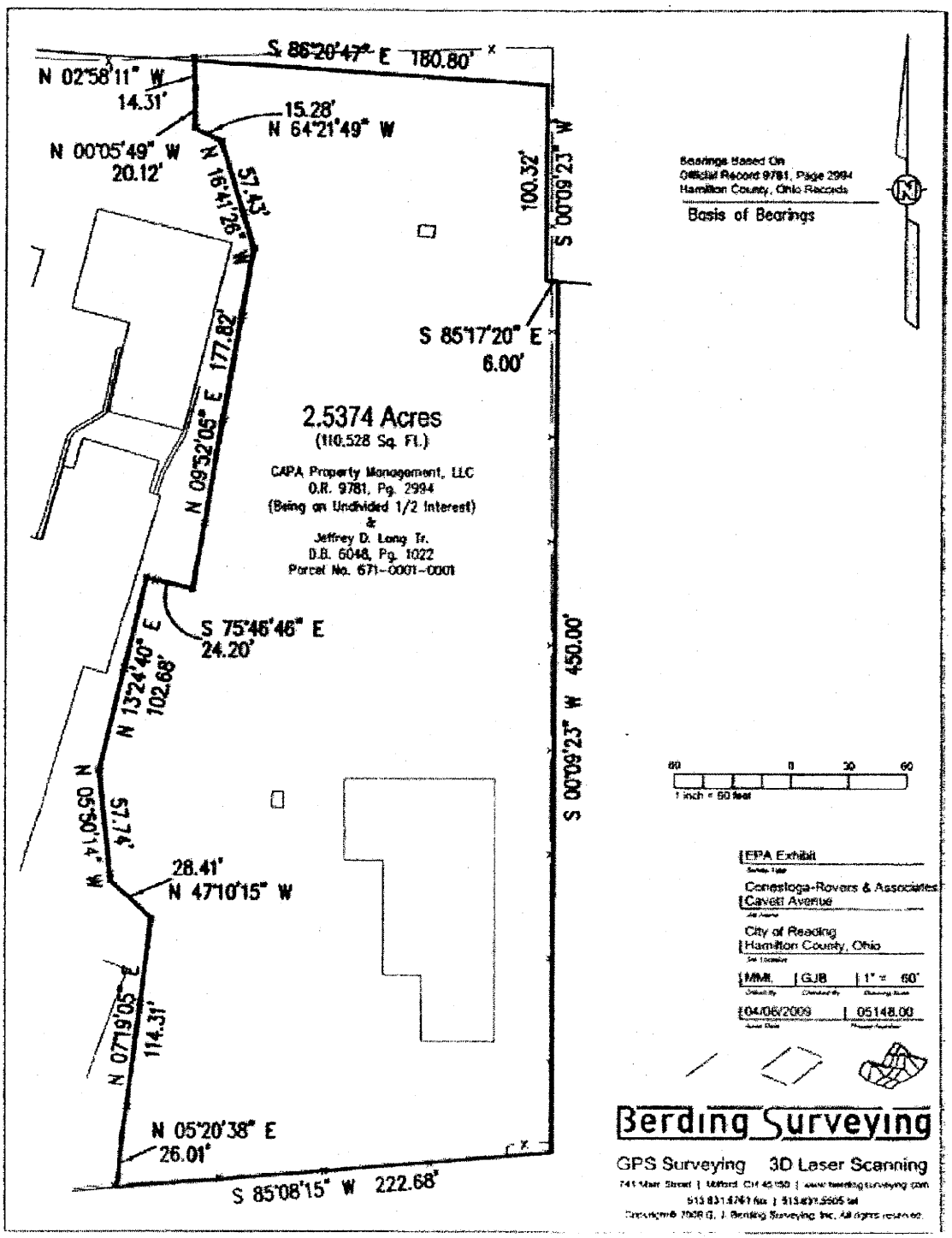

EXHIBIT D

List of Settling Defendants

ELI LILLY AND COMPANY
FORMICA CORPORATION
PROCTER & GAMBLE
BORDEN, INC.
GENERAL MOTORS CORPORATION
AMSCO SOLVENTS AND CHEMICAL COMPANY
NATICO, INC.
IBM CORPORATION
CROWN ZELLERBACH CORPORATION
SENCO PRODUCTS
BROWNING FERRIS INDUSTRIES/CECOS (NEWCO)
MONSANTO RESEARCH CORPORATION
LYNN SOLVENTS / VAN WALTERS & ROGERS
GENERAL ELECTRIC CO. (EVENDALE)
AMERICAN GREETINGS CORP.
EMERY INDUSTRIES, INC.
PROTECTIVE TREATMENTS, INC.
SUPERIOR SOLVENTS & CHEMICALS
FRYE COPY SYSTEMS, INC.
KENNER PRODUCTS
KOENIGKRAMER, F. AND F., DIVISION
BRULIN & COMPANY
LIEBEL-FLARSHEIM
VELSICOL CHEMICAL CORPORATION
CHEMICAL LEAMAN TANK LINES, INC.
U.S. INDUSTRIAL CHEMICALS
S. ROSENTHAL & CO., INC.
OREN LONG
JANE LONG
PAULINE LONG
LONG REAL ESTATE
JEFFREY LONG
BARRY LONG
GEOFFREY LONG
JON LONG
GREGORY LONG
DENNIS LONG
CINCINNATI DRUM SERVICE, INC.

EXHIBIT E

Notice upon Conveyance of Site or any Portion thereof other than the Restricted Area

THE INTEREST CONVEYED HEREBY IS SUBJECT TO A CONSENT DECREE DATED OCTOBER 23, 1990, WHICH WAS RECORDED IN THE OFFICE OF THE HAMILTON COUNTY RECORDER, **OR BOOK _____, Pages _____**, AND WHICH RESTRICTS THE INTEREST CONVEYED AS SET FORTH IN THIS NOTICE AND AN ENVIRONMENTAL COVENANT, DATED _____, 2009, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE HAMILTON COUNTY RECORDER ON _____, 2009, in BOOK _____, Page _____. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS AND ACCESS RIGHTS:

Activity and Use Limitations on the Site.

(a) The Site shall not be used in any manner that would interfere with or adversely affect the integrity or protectiveness of the remedial action which has been implemented or which will be implemented pursuant to the Consent Decree unless the written consent of U.S. EPA to such use is first obtained.

(b) There shall not be any interference with Site remedial components, including groundwater pump and treatment systems and in-situ vapor extraction systems.

Access to the Site. Pursuant to Section X of the Consent Decree and the Environmental Covenant, U.S. EPA and the Settling Defendants, their successors and assigns, and their respective officers, employees, agents, contractors and other invitees (collectively, "Access Grantees") shall have an unrestricted right of access to the Site to undertake the Permitted Uses described below and, in connection therewith, to use all roads, drives and paths, paved or unpaved, located on the Site or off the Site ("off-site"). The right of access set forth above shall be irrevocable while the Environmental Covenant remains in full force and effect. The Settling Defendants are named on **Exhibit D** of the Environmental Covenant.

Permitted Uses. The right of access granted under the Environmental Covenant shall provide Access Grantees with access to the Site, or such other property, for the purpose of conducting any activity related to the Consent Decree or the purchase of the Site, including, but not limited to, the following activities:

a) Monitoring the Work;

b) Verifying any data or information submitted to the United States or the State;

c) Conducting investigations relating to contamination at or near the Site;

Access to the Restricted Area. Pursuant to Section X of the Consent Decree and the Environmental Covenant, U.S. EPA and the Settling Defendants, their successors and assigns, and their respective officers, employees, agents, contractors and other invitees (collectively, "Access Grantees") shall have an unrestricted right of access to the Restricted Area to undertake the Permitted Uses described below. The right of access granted under this Paragraph shall be irrevocable while this Environmental Covenant remains in full force and effect. The Settling Defendants are named on **Exhibit D** of the Environmental Covenant.

Permitted Uses. The right of access granted under the Environmental Covenant shall provide Access Grantees with access to the Restricted Area, or such other property, for the purpose of conducting any activity related to the Consent Decree or the purchase of the Restricted Area, including, but not limited to, the following activities:

a) Monitoring the Work;

b) Verifying any data or information submitted to the United States or the State;

c) Conducting investigations relating to contamination at or near the Restricted Area;

d) Obtaining samples;

e) Assessing the need for, planning, or implementing response actions at or near the Restricted Area;

f) Implementing the Work pursuant to the Consent Decree;

g) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Owner or her agents, consistent with Section XV (Retention and Availability of Information) of the Consent Decree;

h) Assessing Settling Defendants' compliance with the Consent Decree;

i) Determining whether the Restricted Area or other property is being used in a manner that is prohibited or restricted or that may need to be prohibited or restricted by or pursuant to the Consent Decree;

j) Surveying and making soil tests of the Restricted Area, locating utility lines, and assessing the obligations which may be required of a prospective purchaser under the Consent Decree; and

k) Enforcing and maintaining compliance with the Environmental Covenant.