

STATE OF OHIO

COUNTY OF LICKING

**DECLARATION OF
RESTRICTIONS**

THIS DECLARATION OF RESTRICTIONS ("Declaration") is made and is effective this 25th day of January 2000, by Ashland Inc., a Kentucky corporation having its principal place of business at 50 East River Center Boulevard, P.O. Box 391, Covington, Kentucky 41012-0391 ("Declarant").

WHEREAS, Declarant owns a certain parcel of property at 840 Heath Road, Heath, Ohio as more fully described in Exhibit A attached hereto (the "Property"); and

WHEREAS, Declarant has entered into a judicial consent order (hereinafter referred to as "Consent Order") with the State of Ohio in the matter captioned State of Ohio, ex rel. Betty D. Montgomery v. Ashland Inc. and Union Oil Company of California (d.b.a. Unocal), Case No. 91-F-90011 (Licking County Common Pleas), to investigate and remediate certain conditions at the Property; and

WHEREAS, a requirement of the Consent Order, such relevant portions of which are attached hereto for reference as Exhibit B, is for Declarant to impose certain legal restrictions on use of the Property as part of the implementation of the Response Action for the Property, as defined in the Consent Order and as set forth in the Decision Documents issued by Ohio EPA on or about October 29, 1999 and entitled Ramp Creek Groundwater and Ramp Creek-Impoundment Area; and

WHEREAS, the intention of the Declarant and the State of Ohio, pursuant to the terms of the Consent Order, is to create an equitable servitude such that certain restrictions required by the Consent Order will run with the land and bind future owners of any and all portions of the Property;

NOW, THEREFORE, Declarant, pursuant to the Section XIX ("DEED NOTICE, LAND USE AND CONVEYANCE OF TITLE") of the Consent Order, hereby imposes the following restrictions on the Property, which shall be enforceable by Declarant, the State of Ohio and any future owners of the Property or any part thereof (the "Benefitted Parties"), and which are binding upon Declarant, any future owner of all or any portion of the Property and their respective heirs, personal representatives, successors, purchasers or assigns.

1. Unless modified or revoked in accordance with the terms of this Declaration, the Property shall be subject to the following restrictions in perpetuity:

- (a) No wells shall be constructed or used on the Property for any potable or consumptive water use.
- (b) The owner of all or any portion of the Property shall provide notice to Ohio EPA or its successor at least thirty (30) days prior to transferring the Property in whole or in part.
- (c) Upon reasonable notice, the owner of all or any portion of the Property shall permit Ohio EPA or its representative enter upon the Property as reasonably necessary to ensure that the restrictions set forth herein are complied with by those occupying the Property.

2. The restrictions imposed on the Property pursuant to this Declaration shall become effective with respect to State of Ohio and Declarant as of the effective date of this Declaration. Said restrictions may be modified or terminated with the written consent of Ohio EPA or its successor if it can be demonstrated that said restrictions are, in whole or in part, no longer a necessary component of the Work to achieve the objectives set forth in Section II ("OBJECTIVES OF PARTIES AND PURPOSE OF CONSENT ORDER") of the Consent Order. Ohio EPA's consent shall not be unreasonably withheld.

3. If any provision of this Declaration of Restrictions is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall not affect the validity of any other provisions in this Declaration. All such other provisions shall remain in full force and effect unless and until amended or revoked in accordance with the terms of this Declaration.

4. Reference to this Declaration of Restrictions shall be made in any future conveyance of the property in accordance with the Consent Order.

IN WITNESS WHEREOF, Declarant has made this Declaration of Restrictions as of the day and year first above written.

Signed and acknowledged
in the presence of:

Ashland, Inc.

Pamela M. Bogutz
Print Name: Pamela M. Bogutz

By: Peter M. Bokach
Name/Title: Peter M. Bokach, President of
Ashland Distribution Company, a division
of Ashland Inc.

Lisa A. Dillahunt
Print Name: Lisa A. Dillahunt

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

Before me, a Notary Public, in and for said county, personally appeared Peter M. Bokach, known to me to be the person who, as President of Ashland Distribution Company of a division of Ashland, Inc., a corporation which executed the foregoing instrument, signed the same and acknowledged to me that he/~~she~~ did so sign said instrument in the name and on behalf of the said corporation as such officer, that the same is his/~~her~~ free act and deed as such officer, and the free and corporate act and deed of the said corporation; and that he/~~she~~ was duly authorized thereunto by its Board of Directors; and that the seal affixed to said instrument is the Corporate Seal of the said corporation.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal at Dublin, Ohio, this 25th day of January, 2000.



Jodi L. Smith
Notary Public

My Commission Expires: _____

Document prepared by: Joseph A. French
Senior Environmental Attorney, Ashland Inc.

EXHIBIT A
Property Description

EXHIBIT A

Ashland Inc. provides the following legal description of the property currently owned by Ashland Inc. located at 840 Heath Road, Heath, Ohio as Exhibit A to the Declaration of Restrictions dated January 25, 2000.

That certain property conveyed by the Union Oil Company of California to Ashland Oil, Inc. by the deed dated the 30th day of June, 1970 and recorded in Volume 663, Page 57 of the deed records of the Licking County Recorder's Office, Newark, Ohio.

The Declaration of Restrictions does not affect or involve the following two (2) properties that were portions of the original property referenced above conveyed by the Union Oil Company of California to Ashland Oil, Inc.

- 1) that certain property conveyed by Ashland Oil, Inc. to the Licking County Regional Airport Authority, Licking County, Ohio by deed dated the 19th day of September, 1988 and recorded in Volume 240, Page 62 of the deed records of the Recorder's Office, Licking County, Ohio.
- 2) that certain property conveyed by Ashland Oil, Inc. to Koch Fuels, Inc. (a Delaware Corporation) located in Licking County, Ohio by deed dated the 13th day of January, 1989 and recorded in Volume 265, Page 776 of the deed records of the Recorder's Office, Licking County, Ohio.

EXHIBIT B

Relevant Consent Order Provisions

II. OBJECTIVES OF PARTIES AND PURPOSE OF CONSENT ORDER

2. In entering into this Consent Order, the principle objectives of the State of Ohio and Defendants are: (1) selection of a remedy by Ohio EPA which is protective of human health and the environment and is consistent with federal, state and local law; (2) design and implementation of the selected remedy in a manner which is protective of human health and the environment and consistent with the performance standards in the Decision Document; (3) monitoring, operation, and maintenance of the selected remedy at the Site to evaluate whether it meets objectives (1) and (2); (4) implementation of additional Work to the extent necessary to meet objectives (1) and (2); and (5) providing for the payment of Response Costs to the State of Ohio as more fully described in Section XX ("PAYMENTS AND REIMBURSEMENTS OF COSTS").

3. This Consent Order requires the completion of a Remedial Design/Remedial Action (RD/RA) and Operation and Maintenance (O & M) of the Site as provided in this Consent Order.

* * * *

XIX. DEED NOTICE, LAND USE AND CONVEYANCE OF TITLE

54. No portion of the Site owned or controlled by either Defendant shall be used in any manner which adversely affects the integrity of any Response Action implemented pursuant to this Consent Order; provided, however, that a planned activity conducted on the Site which could adversely affect the integrity of any Response Action implemented pursuant to this Consent Order may be conducted if Defendants give Ohio EPA at least twenty (20) days prior notice and, at Ohio EPA's request, implement protective measures or a protective alternative.

55. While this Consent Order is in effect, Defendants shall not convey any title, easement or other interest in property at the Site without immediately providing a provision for continued operation and maintenance of any Response Action implemented pursuant to Sections VIII

("RI/FS WORK"), IX ("RD/RA AND O & M WORK") and XI ("ADDITIONAL WORK") of this Consent Order. With respect to portions of the Site owned by Defendants for which legal restrictions are a necessary component of the Remedial Action to achieve the objectives set forth in Section II ("OBJECTIVES OF PARTIES AND PURPOSE OF CONSENT ORDER"), the Defendants shall take such action as necessary to cause such areas to become legally restricted in conformance with the Decision Document to the benefit of all Parties to this Consent Order. Specifically, within sixty (60) days following the effective date of this Consent Order, Defendants shall cause a Declaration of Restrictions in the form set forth in Attachment G to be recorded in the Licking County Recorder's Office as to the condition of the property. Any legal restrictions created pursuant to this paragraph are subject to the following:

- A. Said restrictions are intended by the Parties to create an equitable servitude, such that the restrictions will run with the land and bind any future owners of any and all portions of the restricted property.
- B. Reference to the Declaration of Restrictions, including the volume and page, shall be made in every deed, lease, easement and any other instrument conveying an interest in all or any portion of the property covered by said Declaration.
- C. Said restrictions may be modified or terminated with the written consent of Ohio EPA or its successor agency if it can be demonstrated that said restrictions are no longer a necessary component of the Remedial Action to achieve the objectives set forth in Section II ("OBJECTIVES OF PARTIES AND PURPOSE OF CONSENT ORDER"). Ohio EPA's consent shall not be unreasonably withheld.

56. Any conveyance of any title, easement or other interest in property at the Site by Defendants shall not relieve Defendants of their obligations under this Consent Order.

57. With respect to those portion(s) of the Site, if any, on which legal restrictions are a necessary component of the remedy set forth in the Decision Document, but are not subject to such restrictions, the Defendants shall either: (a) take such action necessary to cause such area(s) to become legally restricted in conformance with the remedy; or (b) prepare and submit to Ohio EPA, pursuant to Section XI ("ADDITIONAL WORK"), Additional Work Workplan(s) for a contingent remedy for such area(s) designed to meet applicable RAOs in the absence of such restrictions.