

Lubrizol

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DIV. OF HAZARDOUS
WASTE MGT.

March 15, 2010
VIA FEDEX

Chris Korleski, Director
Ohio Environmental Protection Agency
Lazarus Government Center
50 W. Town St.
P.O. Box 1049
Columbus, Ohio 43216-1049

Ohio Environmental Protection Agency
Northeast District Office
Division of Hazardous Waste Management
2110 East Aurora Road
Twinsburg, Ohio 44087
Attn: DHWM Manager

Ohio Environmental Protection Agency
Lazarus Government Center
Division of Hazardous Waste Management
50 W. Town St.
P.O. Box 1049
Columbus, Ohio 43216-1049

Jeremy Carroll, RISS Manager
Ohio Environmental Protection Agency
Lazarus Government Center
50 W. Town St
P.O. Box 1049
Columbus, Ohio 43216-1049

Re: Distribution of Environmental Covenants – Lubrizol Painesville and Wickliffe Facilities

OHDP004172565

To Whom It May Concern:

In accordance with paragraph 10 of the above referenced environmental covenants, this is to certify that The Lubrizol Corporation has recorded the environmental covenants in accordance with ORC 5301.88. Enclosed are copies of the time and date stamped environmental covenants recorded at the Lake County Recorder's office pursuant to ORC 5301.88.

In accordance with paragraph 17, copies of the recorded environmental covenants have also been distributed to each person who signed the environmental covenant, each person holding a recorded interest in the property and each unit of local government wherein the respective facility is located.

Please feel free to contact me at (440) 347-5028 if you need anything further. Thank you.

Sincerely,
THE LUBRIZOL CORPORATION



Karen L. Walter
Counsel

Enclosures

Cc: John Nyers (w/o encl.)
Ed Lim (w/o encl.)

The Lubrizol Corporation
29400 Lakeland Boulevard
Wickliffe, Ohio 44092-2298
Telephone: 440.943.4200
www.lubrizol.com

COUNTY OF LAKE

FRANK A. SUPONCIC, CPA, CFE, CFF
RECORDER

EASTERN
LAKE COUNTY
(440) 350-2510

WESTERN
LAKE COUNTY
(440) 918-2500

FAX
(440) 350-5940



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2010R004840

LAKE COUNTY OHIO
RECORDED ON
03/10/2010 03:50:39PM

FRANK A SUPONCIC, CPA, CFE
LAKE COUNTY RECORDER
REC FEE: \$144.00
PAGES: 15

**IMPORTANT
RECORDING INFORMATION**

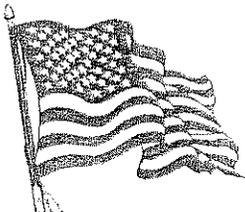


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Reflected hereon is the pertinent recording information:

- File Number
- Date Filed
- Time Filed
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- Number of Pages Recorded

Thank You



105 MAIN STREET • P.O. BOX 490 • PAINESVILLE, OHIO 44077
www.lakecountyrecorder.gov • E-mail: recorder@lakecountyohio.gov

To be recorded with Deed
Records - ORC § 317.08

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by The Lubrizol Corporation ("Owner"), having offices at 29400 Lakeland Boulevard, Wickliffe, Ohio 44092, 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 (as defined herein) to the activity and use limitations set forth herein.

Whereas, Owner is the owner of certain real property located at 29400 Lakeland Boulevard, Wickliffe, Lake County, Ohio, and legally described in Exhibit A attached hereto (collectively referred to herein as the "Property"); and

Whereas, Owner has been issued a "Hazardous Waste Facility Installation and Operation Permit", Ohio Permit No. 02-43-0177 (the "Ohio Permit") by Ohio EPA requiring Owner to complete corrective action for the release of hazardous wastes and constituents from waste management units identified in the Ohio Permit; and

Whereas, Owner completed a corrective action investigation of the Property that revealed that, as a result of past operations at the Property, certain contaminants have been released at certain portions on the property. These contaminants include, but are not limited to, barium, chromium, lead and polycyclic aromatic hydrocarbons ("PAHs"). The PAHs were benzo(a)pyrene, dibenzo(a,h)anthracene, benzo(b)anthracene, benzo(b)fluoranthene, and Indeno(1,2,3-cd)pyrene; and

Whereas, Owner completed a human health risk assessment and an ecological risk assessment which concluded contaminant levels would not pose an unacceptable risk to an industrial worker, construction worker and ecological receptors; and

Whereas, Owner is implementing the approved corrective action on the Property in accordance with Ohio EPA's hazardous waste requirements contained in ORC Chapter 3734. As part of the corrective action, Owner has agreed to place certain restrictions on the future use of portions of the Property, as described herein; and

Whereas, the Administrative Record of the corrective action is maintained as the file titled "Lubrizol Wickliffe, OHD 004 172 565, Lake County," in the Ohio EPA Northeast District Office, 2110 East Aurora Road, Twinsburg, Ohio 44087; and

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Whereas, the implementation of appropriate use restrictions that restrict land use on the Property is required to protect human health and the environment, based upon a human health risk assessment and an ecological risk assessment performed for the waste management units addressed in the corrective action;

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 66.663 acre tract of real property located in Lake County, Ohio, and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein ("Property").

3. Owner. The Lubrizol Corporation ("Owner") is the fee simple owner of the Property. Owner is located at 29400 Lakeland Boulevard, Wickliffe, Ohio 44092,

4. Holders. Owner, whose address is listed above, is the holder of this Environmental Covenant. In the event of a future transfer of the Property such that The Lubrizol Corporation would no longer own the Property, The Lubrizol Corporation, shall remain a Holder.

5. Activity and Use Limitations. As part of the corrective action for the release of hazardous wastes and constituents from waste management units on the Property, Owner hereby imposes and agrees to comply with the following activity and use limitations:

A. Land Use Limitation.

The Property shall not be used for residential activities, but may be used for industrial activities. The term "residential activities" shall include, but not be limited to, the following:

- i. Single and multi-family dwelling and rental units;
- ii. Day care centers and preschools;
- iii. Hotels and motels;
- iv. Educational (except as a part of industrial activities within the Property) and religious facilities;
- v. Restaurants and other food and beverage services (except as a part of industrial activities within the Property);
- vi. Entertainment and recreational facilities (except as a part of industrial activities within the Property);
- vii. Hospitals and other extended care medical facilities (except as a part of industrial activities within the Property); and

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viii. Transient or other residential facilities.

The term "industrial activities" shall include manufacturing, formulating, repackaging, refining operations, processing operations, and office and warehouse use, including but not limited to production, storage and sales of durable goods and other products, and parking/driveway use. The growth of food chain crops in or on the land is prohibited.

B. In the event that any activity by the holder of an encumbrance, identified in Paragraph 12, below, constitutes a violation of these use and activity restrictions, Owner or Transferee shall notify Ohio EPA within thirty (30) days of becoming aware of the event, and shall remedy the breach of the covenant within sixty (60) days of becoming aware of the event, 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 or other applicable law. 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 against 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, and to Holder(s), the right of access to the Property for implementation or enforcement of this Environmental Covenant.

9. Compliance Reporting. Owner and any Transferee shall submit to Ohio EPA and Holder(s) on an annual basis a written certification which complies with the requirements of Ohio Administrative Code 3745-50-42(B), (C), and (D) that the activity and use limitations remain in place and are being complied with.

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10. Recordation of Environmental Covenant. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner shall record,

in the Lake County Recorder's Office, this Environmental Covenant in the same manner as a deed to the Property, pursuant to ORC § 5301.88. Owner shall certify to Ohio EPA that the Environmental Covenant has been filed for recording, and include with the certification a file and date-stamped copy of the Environmental Covenant.

11. 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 _____, 200_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE LAKE COUNTY RECORDER'S OFFICE ON _____, 200_, IN [DOCUMENT ____, or BOOK ____, PAGE ____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

A. Land Use Limitation.

The Property shall not be used for residential activities, but may be used for industrial activities. The term "residential activities" shall include, but not be limited to, the following:

- i. Single and multi-family dwelling and rental units;
- ii. Day care centers and preschools;
- iii. Hotels and motels;
- iv. Educational (except as a part of industrial activities within the Property) and religious facilities;
- v. Restaurants and other food and beverage services (except as a part of industrial activities within the Property);
- vi. Entertainment and recreational facilities (except as a part of industrial activities within the Property);
- vii. Hospitals and other extended care medical facilities (except as a part of industrial activities within the Property); and
- viii. Transient or other residential facilities.

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The term "industrial activities" shall include manufacturing, formulating, repackaging or refining operations, processing operations, and office and warehouse use, including but not limited to production, storage, and sales of durable goods and other products, and parking/driveway use. The growth of food chain crops in or on the land is prohibited.

- B. In the event that any activity by the holder of an encumbrance on the Property, identified in Paragraph 12 below, constitutes a violation of these use and activity restrictions, Owner or Transferee shall notify Ohio EPA within thirty (30) days of becoming aware of the event, and shall remedy the breach of the covenant within sixty (60) days of becoming aware of the event, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA.

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, a legal description of the Property being transferred, a survey map of the Property being transferred; and the closing date of the transfer of ownership of the Property.

12. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

- A. that the Owner is the sole owner of the Property;
- B. that the Owner holds fee simple title to the Property which is subject to the interests or encumbrances listed and described in Exhibit B attached hereto, which is fully incorporated by reference herein;
- 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 parties, identified in Exhibit B, described above, that hold any interest (e.g., encumbrance) in the Property and notified such parties of the Owner's intention to enter into this Environmental Covenant; and

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- 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.

13. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent of all of the following: the Owner or a Transferee, the Holder, and the Ohio EPA, pursuant to ORC § 5301.90 and other applicable law. Amendment means 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. Termination means 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 and the Holder 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 Lake County Recorder's Office, and shall provide a true file and date-stamped copy of the recorded instrument to Ohio EPA.

14. 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.

15. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.

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 Lake County Recorder's Office.

17. Distribution of Environmental Covenant. The Owner shall distribute copies of the recorded Environmental Covenant to: Ohio EPA, any lessee, each person who signed the Environmental Covenant, each person holding a recorded interest in the Property, each unit of local government in which the Property is located, and any other person designated by Ohio EPA.

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18. Notice. Any document or communication required by this Environmental Covenant shall be submitted to:

Ohio Environmental Protection Agency
Lazarus Government Center
Division of Hazardous Waste Management
P.O. Box 1049
Columbus, Ohio 43216-1049

and

Ohio Environmental Protection Agency
Northeast District Office
Division of Hazardous Waste Management
2110 East Aurora Road
Twinsburg, Ohio 44087
Attn: DHWM Manager

and

The Lubrizol Corporation
29400 Lakeland Boulevard
Wickliffe, Ohio 44092
Attn: General Counsel

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

IT IS SO AGREED:

THE LUBRIZOL CORPORATION

Larry Norwood
Signature of Owner

LARRY NORWOOD VP of operations 1/28/2010
Printed Name and Title Date

State of Ohio) ss:
County of Lake)

Before me, a notary public, in and for said county and state, personally appeared Larry Norwood a duly authorized representative of The Lubrizol Corporation, who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of The Lubrizol Corporation.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 28th day of January, 2010

Karen Waller
Notary Public

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Karen L. Waller, Attorney at Law
Resident Mahoning County
Notary Public, State of Ohio
My Commission has no Expiration date
Sec 147.03 RC

OHIO ENVIRONMENTAL PROTECTION AGENCY

Chris Korleski
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 FEB, 2010.



Charma Diane Casteel
Notary Public

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

This instrument prepared by:

Todd Anderson, Esq.
Ohio Environmental Protection Agency
50 West Town Street
Columbus, OH 43215 j

and

Karen L. Walter, Esq.
Counsel
The Lubrizol Corporation
29400 Lakeland Boulevard
Wickliffe, Ohio 44092

Exhibit A
(Wickliffe)
Legal Description

21.079 ACRES PARCELS 3, 5, 6, AND 6-B

ALL THAT CERTAIN LANDS SITUATE IN LOTS 8, 7, AND 6, TRACT 12, IN WILLOUGHBY TOWNSHIP NUMBER 9 NORTH, RANGE VII WEST, IN THE CONNECTICUT WESTERN RESERVE SURVEY, IN THE CITY OF WICKLIFFE, COUNTY OF LAKE, STATE OF OHIO. A CONSOLIDATION OF EXISTING PERMANENT PARCELS 29A-4-4, 4-20, 4-11, AND 4-21. TO THE LUBRIZOL CORPORATION, AS RECORDED IN DEED VOLUMES 191, PAGE 334, 183 PAGE 239, 155 PAGE 190, 186 PAGE 259, AND 910 PAGE 798, IN THE OFFICE OF THE COUNTY RECORDED FURTHER DESCRIBED.

BEGINNING AT A POINT TO MARK THE CENTERLINE OF LAKELAND BOULEVARD (80 FEET WIDE) SAID POINT BEING LOCATED BY THE FOLLOWING COURSE AND DISTANCE FROM AN IRON PIN FOUND WITHIN A MONUMENT BOX ASSEMBLY MARKING THE CENTERLINE INTERSECTION OF LLOYD ROAD, WITH SAID LAKELAND BOULEVARD NORTH $55^{\circ} 31'35''$ EAST, A DISTANCE OF 715.06 FEET.

THENCE THROUGH THE LANDS TO SAID LUBRIZOL CORPORATION THE FOLLOWING (13) COURSES AND DISTANCES. NORTH $55^{\circ} 31'35''$ EAST, ALONG THE CENTERLINE OF LAKELAND BOULEVARD, A DISTANCE OF 382.76 FEET TO A POINT OF CURVATURE.

THENCE NORTHEAST ALONG THE ARC OF A CURVE TO THE LEFT WHOSE SEGMENT AREA IS NOT A PART OF THE INCLUDED TRACT. SUBTENDED BY A RADIUS OF 4845.30 FEET, FOR A LENGTH OF 234.84 FEET, WITH A DELTA ANGLE OF $2^{\circ} 46'37''$, AND AN INCLUDED CHORD BEARING NORTH $54^{\circ} 08'16''$ EAST, A DISTANCE OF 234.81 FEET TO MARK A POINT ON CURVE IN SAID CENTERLINE OF LAKELAND BOULEVARD, WITH THE NORTHWEST CORNER OF LANDS TO CEI CO. AS RECORDED IN VOLUME 181 PAGE 25.

THENCE SOUTH $48^{\circ} 07'16''$ EAST, (THRU A 1" IRON PIPE FOUND AT 40.08 FEET) ALONG THE WEST LINE OF LANDS TO SAID CEI CO., A TOTAL DISTANCE OF 579.75 FEET TO CAPPED 5/8" IRON PIN SET TO MARK A POINT.

THENCE NORTH $44^{\circ} 39'37''$ EAST, A DISTANCE OF 186.05 FEET TO MARK A POINT.

THENCE SOUTH $45^{\circ} 20'23''$ EAST, A DISTANCE OF 43.12 FEET TO MARK A POINT.

THENCE SOUTH $15^{\circ} 11'00''$ WEST, A DISTANCE OF 34.58 FEET TO MARK A POINT.

THENCE SOUTH $44^{\circ} 42'42''$ WEST, A DISTANCE OF 153.03 FEET TO A CAPPED 5/8" IRON PIN SET TO MARK A POINT.

THENCE SOUTH $48^{\circ} 07'16''$ EAST, A DISTANCE OF 55.84 FEET TO A CAPPED 5/8" IRON PIN SET TO MARK THE SOUTHWEST CORNER TO SAID CEI CO. LANDS, WITH THE NORTH LINE OF LANDS TO THE CONRAIL (PENN CENTRAL) RAILROAD (100 FEET WIDE).

THENCE SOUTH $55^{\circ} 17'16''$ WEST, ALONG THE NORTH LINE OF THE CONRAIL (PENN CENTRAL) RAILROAD, A DISTANCE OF 1480.05 FEET TO A CAPPED 5/8" IRON PIN SET TO MARK A POINT IN THE EAST LINE OF LAT ROAD AS ILLUSTRATED IN PLAT VOLUME J, PAGE 68.

THENCE NORTH $32^{\circ} 29'44''$ WEST, ALONG THE EAST LINE OF LLOYD ROAD, A DISTANCE OF 611.88 FEET TO MARK A POINT.

THENCE NORTH $11^{\circ} 30'55''$ EAST, A DISTANCE OF 35.96 FEET TO A CAPPED 5/8" IRON PIN SET TO MARK A POINT IN THE SOUTH LINE OF LAKELAND BOULEVARD (80 FEET WIDE).

THENCE NORTH $55^{\circ} 3'35''$ EAST, ALONG THE SOUTH LINE OF LAKELAND BOULEVARD, A DISTANCE OF 661.14 FEET TO A CAPPED 5/8" IRON PIN SET TO MARK A POINT.

THENCE NORTH $48^{\circ} 08'31''$ WEST, A DISTANCE OF 41.17 FEET TO THE POINT OF BEGINNING. SAID LAND CONTAINING 21.079 ACRES AS SURVEYED AND DESCRIBED IN DECEMBER 1997 BY TIMOTHY E. STOCKER, P.S. 7245, CRABBS' SURVEYING ORDER 1707. BASIS OR BEARINGS ARE TO GRID NORTH NAD-83. SAID LAND SUBJECT TO ALL LEGAL HIGHWAYS AND VARIOUS EASEMENTS.

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18.020 ACRES PARCELS 10, 11, 13, 12, 14, PARTS OF 8 AND 8-B

ALL THAT CERTAIN LANDS SITUATE IN LOTS 8, 7, 6, 5, 11 LLOYD LOT, TRACT 12, IN WILLOUGHBY TOWNSHIP NUMBER 9 NORTH, RANGE VII WEST, IN THE CONNECTICUT WESTERN RESERVE SURVEY, IN THE CITY OF WICKLIFFE, COUNTY OF LAKE, STATE OF OHIO. CONSOLIDATING LANDS TO THE LUBRIZOL CORPORATION, PERMANENT PARCEL NUMBERS 29A-4-1, 4-19, 4-23, AND 29A-3-25 AND PARCEL 29A-3-23, AND RECORDED IN DEED VOLUMES 884, PAGE 730, 369 PAGE 468, 375 PAGE 251, 371 PAGE 335, 351 PAGE 341, 349 PAGE 231, 252 PAGE 511, AND THE VACATED PORTION OF ROCKEFELLER ROAD AS ILLUSTRATED IN PLAT VOLUME 21, PAGE 31, IN THE OFFICE OF THE COUNTY RECORDED FURTHER DESCRIBED.

BEGINNING AT A P.K. NAIL, WITH SHINER, SET TO MARK A POINT IN THE CENTERLINE OF LLOYD ROAD (60 FEET WIDE AT THIS POINT) IN THE SOUTH LINE TO THE CONRAIL (PENN CENTRAL) RAILROAD (100 FEET WIDE) IN LOT 8, TRACT 12, SAID POINT BEING FURTHER LOCATED FROM AN IRON PIN FOUND WITHIN A MONUMENT BOX ASSEMBLY MARKING THE CENTERLINE INTERSECTION OF LAKELAND BOULEVARD, WITH SAID LLOYD ROAD, SOUTH 32° 29'44" EAST, A DISTANCE OF 777.14 FEET.

THENCE THE FOLLOWING (4) COURSES AND DISTANCES. NORTH 55° 17'16" EAST, (THRU A CAPPED 5/8" IRON PIN SET AT 30.02 FEET) ALONG THE SOUTH LINE OF CONRAIL (PENN CENTRAL) RAILROAD A TOTAL DISTANCE OF 2742.32 FEET TO A CAPPED 5/8" IRON PIN SET TO MARK A POINT IN THE WEST LINE OF LANDS TO BAILEY CONTROLS COMPANY AS RECORDED IN VOLUME 501, PAGE 615.

THENCE SOUTH 46° 24'59" EAST, ALONG THE WEST LINE OF BAILEY CONTROLS COMPANY, A DISTANCE OF 134.25 FEET TO A CAPPED 5/8" IRON PIN IN SET TO MARK A POINT IN THE NORTH LINE OF THE NORFOLK AND WESTERN RAILWAY COMPANY (100 FEET WIDE).

THENCE SOUTH 49° 03'11" WEST, ALONG THE NORTH LINE TO SAID NORFOLK AND WESTERN, (THRU A CAPPED 5/8" IRON PIN SET AT 2772.68 FEET) A TOTAL DISTANCE OF 2803.01 FEET TO MARK A POINT IN THE CENTERLINE OF LLOYD ROAD.

THENCE NORTH 32° 29'44" WEST, ALONG THE CENTERLINE OF LLOYD ROAD, A DISTANCE OF 436.19 FEET TO THE POINT AND PLACE OF BEGINNING. SAID LAND CONTAINING 18.020 ACRES AS SURVEYED AND DESCRIBED IN DECEMBER 1997 BY TIMOTHY E. STOCKER, P.S. 7245, CRABBS' SURVEYING ORDER 1707. BASIS OF BEARINGS ARE TO GRID NORTH NAD-83. SAID LAND SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS.

27.564 ACRES PARCELS 7-8 AND 9

ALL THAT CERTAIN LANDS SITUATE IN LOTS 6, 5 AND 11 LLOYD LOT, TRACT 12, IN WILLOUGHBY TOWNSHIP NUMBER 9 NORTH, RANGE VII WEST, IN THE CONNECTICUT WESTERN RESERVE SURVEY, IN THE CITY OF WICKLIFFE, COUNTY OF LAKE, STATE OF OHIO. A CONSOLIDATION OF PARCELS 29A-4-31, 29A-3-22 AND 21, TO THE LUBRIZOL CORPORATION AS RECORDED IN VOLUMES 252, PAGE 511, AND 229, PAGE 43, IN THE OFFICE OF THE COUNTY RECORDED FURTHER DESCRIBED.

BEGINNING AT A POINT TO MARK THE WEST LINE OF WORDEN ROAD AS DESCRIBED IN VOLUME 1068 PAGE 236, WITH THE NORTH LINE OF LANDS TO CEI CO. AS RECORDED IN VOLUME 181, PAGE 201. SAID POINT BEING LOCATED BY THE FOLLOWING (2) COURSES AND DISTANCES FROM AN IRON PIN FOUND TO MARK THE CENTERLINE INTERSECTION OF WORDEN ROAD (75 FEET WIDE), SOUTH 35° 22'42" EAST, A DISTANCE OF 651.74 FEET, AND SOUTH 55° 03'44" WEST, A DISTANCE OF 39.21 FEET.

THENCE THROUGH THE LANDS OF SAID LUBRIZOL CORPORATION, THE FOLLOWING (20) COURSES AND DISTANCES, SOUTH 55° 03'44" WEST, ALONG THE NORTH LINE OF LANDS TO CEI CO. A DISTANCE OF 1691.58 FEET TO A CAPPED 5/8" IRON PIN SET TO MARK A POINT IN A NORTH LINE TO SAID CEI CO. AS RECORDED IN VOLUME 183, PAGE 92.

THENCE NORTH 46° 57'24" WEST, A DISTANCE OF 25.00 FEET TO MARK A POINT.

THENCE SOUTH 55° 03'44" WEST, A DISTANCE OF 40.00 FEET TO MARK A POINT.

THENCE SOUTH 46° 57'24" EAST, A DISTANCE OF 25.00 FEET TO MARK A POINT.

THENCE SOUTH 55° 03'44" WEST, A DISTANCE OF 221.57 FEET TO A CAPPED 5/8" IRON PIN SET TO MARK A POINT AT THE SOUTHEAST CORNER OF ANOTHER PARCEL TO CEI CO. AS RECORDED IN VOLUME 181, PAGE 25.

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THENCE NORTH, 47° 01'15" WEST, (THRU A 5/8" IRON PIN FOUND AT 512.24 FEET) ALONG THE WEST LINE OF LANDS TO SAID CEI CO. VOLUME 297, PAGE 128, A TOTAL DISTANCE OF 552.85 FEET TO MARK A POINT IN THE CENTERLINE OF LAKELAND BOULEVARD (80 FEET WIDE).

THENCE NORTH 49° 58'01" EAST, ALONG THE CENTERLINE OF LAKELAND BOULEVARD A DISTANCE OF 241.82 FEET TO MARK A POINT AT A NORTHWEST CORNER OF A PARCEL TO SAID CEI CO., AS RECORDED IN VOLUME 297, PAGE 128.

THENCE THE FOLLOWING (3) COURSES THROUGH SAID CEO CO. LANDS. SOUTH 46° 50'26" EAST, (THRU A 5/8" IRON PIN FOUND AT 40.29 FEET) A TOTAL DISTANCE OF 185.41 FEET TO A CAPPED 5/8" IRON PIN SET TO MARK A POINT.

THENCE NORTH 43° 03'11" EAST, A DISTANCE OF 110.00 FEET TO A CAPPED 5/8" IRON PIN SET TO MARK A POINT.

THENCE NORTH 46° 49'25" WEST, (THRU A 5/8" IRON PIN FOUND AT 131.86 FEET) A TOTAL DISTANCE OF 172.07 FEET TO MARK A POINT IN THE CENTERLINE OF LAKELAND BOULEVARD.

THENCE NORTH 49° 58'01" EAST, ALONG THE CENTERLINE OF LAKELAND BOULEVARD, A DISTANCE OF 167.80 FEET TO AN IRON PIN FOUND WITHIN A MONUMENT BOX ASSEMBLY, MARKING A POINT OF CURVE THAT IS NON-TANGENT.

THENCE NORTHEAST, ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE SEGMENT AREA IS A PART OF THE INCLUDED TRACT. SUBTENDED BY A RADIUS OF 8226.03 FEET, FOR A DISTANCE OF 466.25 FEET, WITH A DELTA ANGLE 3° 14'51", AND HAVING AN INCLUDED CHORD BEARING NORTH 51° 33'44" EAST, A DISTANCE OF 466.18 FEET TO AN IRON PIN FOUND WITHIN A MONUMENT BOX ASSEMBLY MARKING THE CENTERLINE OF LAKELAND BOULEVARD.

THENCE NORTH 53° 11'52" EAST, ALONG THE CENTERLINE OF LAKELAND BOULEVARD, A DISTANCE OF 1051.50 FEET TO MARK A POINT.

THENCE SOUTH 36° 48'08" EAST, A DISTANCE OF 37.65 FEET TO MARK A POINT IN THE SOUTH TURNOUT OF LAKELAND BOULEVARD AS DESCRIBED IN VOLUME 864, PAGE 24.

THENCE ALONG THE WEST LINE OF WORDEN ROAD AS DESCRIBED IN VOLUME 1068, PAGE 236, THE FOLLOWING (6) COURSES AND DISTANCES. SOUTHEAST, ALONG THE ARC OF A CURVE, RIGHT WHOSE SEGMENT AREA IS A PART OF THE INCLUDED TRACT. SUBTENDED BY A RADIUS OF 30.00 FEET, FOR A DISTANCE OF 47.79 FEET, WITH A DELTA ANGLE 91° 16'38", AND HAVING AN INCLUDED CHORD BEARING SOUTH 79° 45'25" EAST, A DISTANCE OF 42.90 FEET TO MARK A POINT.

THENCE SOUTH 35° 22'42" EAST, A DISTANCE OF 44.90 FEET TO MARK A POINT.

THENCE SOUTH 18° 40'39" EAST, A DISTANCE OF 41.76 FEET TO MARK A POINT.

THENCE SOUTH 35° 22'42" EAST, A DISTANCE OF 395.00 FEET TO MARK A POINT.

THENCE SOUTH 49° 42'04" EAST, A DISTANCE OF 48.51 FEET TO MARK A POINT.

THENCE SOUTH 33° 35'04" EAST, A DISTANCE OF 54.57 FEET TO THE POINT AND PLACE OF BEGINNING SAID LAND CONTAINING 27.564 ACRES AS SURVEYED AND DESCRIBED IN DECEMBER 1997 BY TIMOTHY E. STOCKER, P.S. 7245, CRABBS' SURVEYING ORDER 1707. BASIS OF BEARINGS ARE TO GRID NORTH NAD-83. SAID LAND BEING SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS.

004840

EXHIBIT B
(Wickliffe)
EXCEPTIONS

1. Any encroachments, easements, discrepancies, conflicts in boundary lines, variations or shortages in area or content or any other facts which an accurate survey would disclose.
2. Reservation as contained in the deed from the Clarke Chemical Company, to the Lubri-Graph Corporation, filed for record September 15, 1931, recorded in volume 14, page 299 of Lake County Records. (Parcel 5)
3. Easement to the Village of Wickliffe, filed for record January 2, 1934, established by the instrument recorded in volume 148, page 666 of Lake County Records. (Parcel 15)
4. Reservation as contained in the deed from the New York Central Railroad Company, to The Lubrizol Corporation, filed for record February 10, 1942, recorded in volume 186, page 259 of Lake County Records. (Parcel 6)
5. Easement to the State of Ohio, filed for record December 30, 1950, established by the instrument recorded in volume 494, page 356 of Lake County Records. (Parcels 1, 2, 6)
6. Easement to The Lubrizol Corporation, filed for record April 12, 1951, established by the instrument recorded in volume 297, page 120 of Lake County Records. (Parcel 16)
7. Easement to the Cleveland Electric Illuminating Company, filed for record April 13, 1951, established by the instrument recorded in volume 287, page 128 of Lake County Records.
8. Reservation and easement as contained in the deed from the Cleveland Electric Illuminating Company, to The Lubrizol Corporation, filed for record December 1, 1953, recorded in volume 351, page 343 of Lake County Records. (Parcel 14)
9. Easement to the Cleveland Electric Illuminating Company, established by the instrument recorded in volume 292, page 290 of Lake County Records. (Parcel 14)
10. Reservation as contained in the deed from the New York Central Railroad Company, to The Lubrizol Corporation, filed for record November 12, 1954, recorded in volume 375, page 251 of Lake County Records. (Parcel 12)
11. Easement to The Lubrizol Corporation, filed for record January 12, 1955, established by the instrument recorded in volume 340, page 43 of Lake County Records.
12. Easement to the Cleveland Electric Illuminating Company, filed for record April 12, 1957, established by the instrument recorded in volume 406, page 210 of Lake County Records. (Parcel 10)
13. Easement to The Lubrizol Corporation, filed for record February 20, 1957, established by the instrument recorded in volume 406, page 80 of Lake County Records. (Parcel 16)
14. Easement to the Cleveland Electric Illuminating Company, filed for record June 11, 1969, established by the instrument recorded in volume 778, page 404 of Lake County Records. (Parcels 11, 12 and 14)
15. Easement to the City of Wickliffe, filed for record August 6, 1979, established by the instrument recorded in volume 1029, page 455 of Lake County Records. (Parcel 9).
16. Temporary right-of-way from The Lubrizol Corporation, to the City of Wickliffe, filed for record August 6, 1979, established by instrument recorded in volume 1029, page 458 of Lake County Records. (Parcel 9)

004840

17. Easement to the City of Cleveland, Department of Utilities, filed for record August 8, 1979, established by the instrument recorded in volume 1029, page 452 of Lake County Records. (Parcel 9)
18. Reservation as contained in the deed from the Cleveland Electric Illuminating Co., to The Lubrizol Corporation, filed for record October 12, 1989, recorded in volume 497, page 44 of Lake County Records. (Parcel 7)
19. Easement to the Ohio Bell Telephone Company, filed for record September 17, 1991, established by the instrument recorded in volume 650, page 552 of Lake County Records. (Parcel 2)
20. Easement to Wickliffe Crane Center, filed for Record May 27, 1993, established by the instrument recorded in volume 859, page 1080 of Lake County Records. (Parcel 15)
21. Easement to the City of Wickliffe, filed for record November 18, 1994, established by the instrument recorded in volume 1068, page 242 of Lake County Records. (Parcel 19)
22. Easement to the City of Wickliffe, filed for record November 18, 1994, established by the instrument recorded in volume 1068, page 248 of Lake County Records. (Parcel 19)
23. Easement to the City of Wickliffe, filed for record July 11, 2001, established by the instrument recorded in document no. 2001R029433 of Lake County Records.
24. Easement to Ohio Bell Telephone Company aka Ameritech Ohio, Inc., filed for record July 12, 2001, established by the instrument recorded in document no. 2001R029759 of Lake County Records.
25. Lease from Lubrizol Corporation to Voicestream Columbus, Inc. DBA T-Mobile, filed for record October 1, 2003, recorded in document no. 2003R062062 of Lake County Records.
26. Miscellaneous document filed as Doc. No. 2005R018756.

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