

O.E.P.A.
S.E.D.O.

Instrument Volume Page
200400003182 OR 389 2615

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Filed for Record in
WASHINGTON COUNTY, OHIO
TRACEY WRIGHT
03-30-2004 At 02:23 pm.
DEED 76.00
OR Volume 389 Page 2615 - 2622

2004 APR -2 PM 12:17

**LAND USE RESTRICTION AGREEMENT
TO CREATE AN EQUITABLE SERVITUDE**

This Land Use Restriction Agreement to Create an Equitable Servitude, herein called "Agreement," is entered into by Solvay Advanced Polymers, LLC, herein called "Grantor," and the Ohio Environmental Protection Agency, herein called "Ohio EPA," this 2nd day of March, 2004, at Franklin County, State of Ohio. The land use restriction created herein touches and concerns the Subject Property in that it is intended to limit the use of the Subject Property, restrict certain activities from occurring on the Subject Property, and/or require certain operation and/or maintenance activities to occur on the Subject Property. It is the intent of the Parties that the covenants, terms, conditions, and restrictions of this land use agreement be binding upon, and inure to the benefit of, the Parties and continue as a servitude running in perpetuity with the Subject Property. It is the further intention of the Parties that the land use restriction described herein be enforceable at law or in equity by Ohio EPA against Grantor for as long as Grantor shall own the Subject Property, any Transferee, as defined herein, and/or any other future owner of any interest in the Subject Property.

1. For purposes of this Agreement, "Subject Property" is defined as follows:

A 10.1213 acre parcel in Section 8, Town 2, Range 9 of Warren Township, Washington County, Ohio and is specifically described in Exhibit A, which is specifically incorporated herein.

2. In consideration for the director of Ohio EPA's allowance for Grantor to use an industrial land use scenario as part of corrective action at and surrounding the Subject Property, Grantor agrees to impose and comply with the following restrictions on the Subject Property and comply with the covenants, terms and conditions related thereto:

The Subject Property shall not be used for residential, commercial (other than those associated with and incidental to industrial operations) or agricultural activities, but may be used for certain industrial activities. The term "residential activities" shall include, but not be limited to, the following:

- (a) Single and multi-family dwelling and rental units;
- (b) Day care centers and preschools;
- (c) Hotels and motels;
- (d) Educational (except as a part of industrial activities within the Subject Property) and religious facilities;

This is to certify that the foregoing is a true and correct copy of a
on record in Recorder's Office, Wash. Co., Ohio, in volume 389 page 2615
in testimony whereof have hereunto subscribed my name and affixed my official
seal 30th day of MARCH 2004
BY Tracey Wright Recorder
Debra A. Beckwith Deputy

DEED - LAND USE
RESTRICTIONS AGREEMENT

- (e) Restaurants and other food and beverage services (except as a part of industrial activities within the Subject Property);
- (f) Entertainment and recreational facilities (except as a part of industrial activities within the Subject Property);
- (g) Hospitals and other extended care medical facilities; and
- (h) Transient or other residential facilities.

The term "industrial activities" shall include manufacturing, processing operations and office and warehouse use, including but not limited to production, storage and sales of durable goods and other non-food chain products and parking/driveway use.

3. There shall be no consumptive, extractive, or other use of the ground water underlying the Subject Property within the ground water bearing zone monitored pursuant to Corrective Action, except as necessary to implement Corrective Action at the wastewater treatment plant in accordance with the facility's Part B Permit. "Ground Water" means any water below the surface of the earth in a zone of saturation. "Ground Water Bearing Zone" means any geologic formation, group of formations or part of a formation that is saturated. "Zone of Saturation" means that part of the earth's crust, excluding the capillary zone, in which all voids are filled with water. "Consumptive Use of Ground Water" means ground water used for the purpose of drinking water. "Extractive Use of Ground Water" means ground water withdrawn from a zone of saturation through a pumping well or excavation for industrial or other purposes.
4. The covenants, terms, conditions, and restrictions of this instrument shall be binding upon, and inure to the benefit of, the Grantor and the State of Ohio and their successors in interest and assigns and any Transferee, and shall continue as a servitude running in perpetuity with the Subject Property, subject to termination or modification as described below. The term "Grantor," wherever used herein, shall include the persons and/or entities named at the beginning of this document, identified as "Grantor" and its successors in interest liable under Ohio law. The term "Transferee," wherever used herein, shall mean any future owner of any interest in the Subject Property, including, but not limited to owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.
5. The Grantor or a Transferee may request written approval for a use of the Subject Property which is not specifically permitted by this Agreement by submitting a written petition, via certified mail, to the director of Ohio EPA for termination or modification of this Agreement. Any such request which

constitutes a change in the specific prohibition may only be granted by the director of Ohio EPA, in his sole discretion, based on the standard described below. In such event, the petition for modification or termination shall state the specific provision(s) sought to be modified or terminated and shall further include evidence demonstrating that the Subject Property either the standard for residential clean closure, or a risk-based corrective action performance standard for residential land use.

6. The petition for termination or modification of this Agreement will be considered by the director of Ohio EPA only when it presents new and relevant information not previously considered prior to entering into this Agreement. The director of Ohio EPA will issue a determination based upon the criteria set forth in paragraph 5., above.
7. The Grantor shall be considered in violation of the Hazardous Waste Facility Installation and Operation Permit last renewed by Ohio EPA on August 7, 2001, if this Agreement is violated or breached by Grantor. For violation or breach of this Agreement or any terms or conditions of the land use restriction by Grantor or any Transferee, the director of Ohio EPA shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to obtain injunctive relief in order to prevent violation or breach of this Agreement. Failure to timely enforce the foregoing covenant and use restriction by any party shall not bar subsequent enforcement by such party and shall in no manner be deemed a waiver.

In addition, the director of Ohio EPA may require additional corrective action work as necessary to protect human health or the environment, including but not limited to the submittal of an amended Corrective Measures Study and/or an amended Corrective Measures Implementation work plan, upon notice that the Grantor has violated or breached this Agreement. Any amended plan shall be submitted within thirty (30) days after receiving written notice from Ohio EPA. Any such plan submittal shall ensure that the Subject Property is further remediated to meet the cleanup standard set forth in paragraph 5., above.

8. Grantor agrees to include in any instrument conveying any interest in any portion of the Subject Property, including but not limited to deeds, leases and mortgages, a notice which is in substantially the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO A LAND USE RESTRICTION AGREEMENT, DATED 3/2, 2004, RECORDED IN THE PUBLIC LAND RECORDS ON 3/30, 2004, IN BOOK 389, PAGE 2615 ~~2622~~, IN FAVOR OF, AND ENFORCEABLE BY, THE STATE OF OHIO. THE SUBJECT PROPERTY SHALL NOT BE USED FOR RESIDENTIAL, COMMERCIAL (OTHER THAN THOSE

ASSOCIATED WITH AND INCIDENTAL TO INDUSTRIAL OPERATIONS), OR AGRICULTURAL ACTIVITIES, BUT MAY BE USED FOR INDUSTRIAL ACTIVITIES. THE TERM "RESIDENTIAL ACTIVITIES" SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING:

- (a) SINGLE AND MULTI-FAMILY DWELLING AND RENTAL UNITS;**
- (b) DAY CARE CENTERS AND PRESCHOOLS;**
- (c) HOTELS AND MOTELS;**
- (d) EDUCATIONAL (EXCEPT AS A PART OF INDUSTRIAL ACTIVITIES WITHIN THE SUBJECT PROPERTY) AND RELIGIOUS FACILITIES;**
- (e) RESTAURANTS AND OTHER FOOD AND BEVERAGE SERVICES (EXCEPT AS A PART OF INDUSTRIAL ACTIVITIES WITHIN THE SUBJECT PROPERTY);**
- (f) ENTERTAINMENT AND RECREATIONAL FACILITIES (EXCEPT AS A PART OF INDUSTRIAL ACTIVITIES WITHIN THE SUBJECT PROPERTY);**
- (g) HOSPITALS AND OTHER EXTENDED CARE MEDICAL FACILITIES; AND**
- (h) TRANSIENT OR OTHER RESIDENTIAL FACILITIES.**

THE TERM "INDUSTRIAL ACTIVITIES" SHALL INCLUDE MANUFACTURING, PROCESSING OPERATIONS AND OFFICE AND WAREHOUSE USE, INCLUDING BUT NOT LIMITED TO PRODUCTION, STORAGE AND SALES OF DURABLE GOODS AND OTHER NON-FOOD CHAIN PRODUCTS AND PARKING/DRIVEWAY USE.

THERE SHALL BE NO CONSUMPTIVE, EXTRACTIVE, OR OTHER USE OF THE GROUND WATER UNDERLYING THE SUBJECT PROPERTY WITHIN THE GROUND WATER BEARING ZONE MONITORED PURSUANT TO CORRECTIVE ACTION, EXCEPT AS NECESSARY TO IMPLEMENT CORRECTIVE ACTION AT THE WASTEWATER TREATMENT PLANT IN ACCORDANCE WITH THE FACILITY'S PART B PERMIT. "GROUND WATER" MEANS ANY WATER BELOW THE SURFACE OF THE EARTH IN A ZONE OF SATURATION. "GROUND WATER BEARING ZONE" MEANS ANY GEOLOGIC FORMATION, GROUP OF FORMATIONS OR PART OF A FORMATION THAT IS SATURATED. "ZONE OF SATURATION" MEANS THAT PART OF THE EARTH'S CRUST, EXCLUDING THE CAPILLARY ZONE, IN WHICH ALL VOIDS ARE FILLED WITH WATER. "CONSUMPTIVE USE OF GROUND WATER" MEANS GROUND WATER USED FOR THE PURPOSE OF DRINKING WATER. "EXTRACTIVE USE OF GROUND WATER" MEANS GROUND WATER WITHDRAWN FROM A ZONE OF SATURATION THROUGH A

Land Use Restriction Agreement
Solvay Advanced Polymers, LLC
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PUMPING WELL OR EXCAVATION FOR INDUSTRIAL OR OTHER PURPOSES.

Within ten (10) days after the date any such instrument of conveyance is executed, Grantor must provide the director of Ohio EPA with a certified true copy of said instrument and, if it has been recorded in the public land records, its recording reference.

- 9. Grantor hereby covenants to and with the State of Ohio that the Grantor is lawfully seized in fee simple of the Subject Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the Subject Property is free and clear of encumbrances, and that the Grantor will forever warrant and defend the title thereto and the quiet possession thereof.

IT IS SO AGREED:

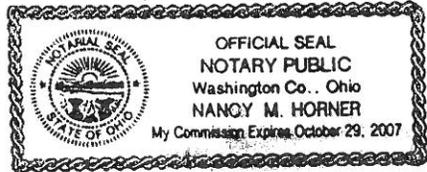
Grantor Solvay Advanced Polymers, LLC

Carl D. Widengren 

1-5-04
Date

V.P. OPERATIONS
Title

Nancy M. Horner 1/5/04



Ohio Environmental Protection Agency

Christopher Jones
Christopher Jones
Director

3-2-04
Date

This document was prepared by Robert J. Styduhar, attorney with the firm of Vorys, Sater, Seymour and Pease LLP.

DATE MAR 30 2004
BY R. B. [Signature]
ROBERT IRVIN BAUMER
Washington County
Engineer P.E.A.S.

NO TRANSFER NECESSARY
3/30 2004
W.D. McFarland
Auditor
WASHINGTON COUNTY AUDITOR

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VERNON

MAY 28 2003

EXHIBIT A TO LAND USE
RESTRICTION AGREEMENT

VERNON SURVEYING CO. PROFESSIONAL SURVEYORS

May 21, 2003
03-4992

10.1213 Acre Parcel
Solvay Advanced Polymers, LLC

Situated in the State of Ohio, Washington County, Warren Township, Ohio Company Purchase, Section 8, Town 2, Range 9, and more particularly described as follows:

Beginning for reference at the northwest corner of Section 8; thence along the west line of Section 8 S 02-14-58 W a distance of 4678.58 feet to a point in the centerline of State Route 7; thence along the chord of a curve to the left of State Route 7 N 62-59-57 E a distance of 242.95 feet to the PC of a curve; thence continuing along the centerline of State Route 7 N 60-15-54 E a distance of 1506.40 feet to a point at Centerline Station 193-26.08; thence continuing along the centerline of State Route 7 N 60-16-11 E a distance of 1155.35 feet to a concrete monument found at the PT of a curve at Station 181+70.73; thence continuing along the center of State Route 7 along a curve to the right whose radius is 11,459.16 feet, whose delta is 4°10', whose chord bearing is N 61-57-25 E and whose chord distance is 674.78 feet to a point on the westerly face of a railroad bridge crossing over State Route 7; thence leaving the centerline of State Route 7 S 25-36-29 E a distance of 78.64 feet to a 5/8-inch capped rebar set on the southern right of way line of State Route 7; thence along said right of way N 65-18-25 E a distance of 31.16 feet to a point on the westerly edge of a 22.6988 acre parcel of land conveyed to Solvay Advanced Polymers, LLC, by Official Record 329 Page 1395, of Washington County Records; thence along the westerly edge of said 22.6988 acre parcel S 25-17-27 E a distance of 2.80 feet to a fence post corner, said fence post being the True Place of Beginning for the parcel herein to be described; thence continuing along the westerly edge and southerly edge of said 22.6988 acre parcel the following fourteen (14) courses:

S 25-17-27 E a distance of 112.72 feet to a point;
thence S 17-43-26 E a distance of 100.67 feet to a point;
thence S 10-50-23 E a distance of 99.68 feet to a point;
thence S 03-19-34 E a distance of 96.94 feet to a point;
thence S 05-14-03 W a distance of 100.45 feet to a point;
thence S 13-27-33 W a distance of 98.28 feet to a point;
thence S 70-37-27 E a distance of 50.65 feet to a point;
thence S 08-37-43 W a distance of 96.93 feet to a point;
thence S 58-20-12 E a distance of 43.37 feet to a point;
thence S 57-38-27 E a distance of 40.00 feet to a point;

POST OFFICE BOX NUMBER 741, MARIETTA, OHIO 45750
259 MUSKINGUM DRIVE, MARIETTA

TELEPHONE 740/373-8397
FAX 740/373-8265

VERNON

VERNON SURVEYING CO. PROFESSIONAL SURVEYORS

thence N 80-31-33 E a distance of 46.17 feet to a point;
thence N 51-48-33 E a distance of 39.66 feet to a point;
thence N 50-29-33 E a distance of 484.65 feet to a point;
thence N 78-39-33 E a distance of 31.08 feet to a point;

thence N 47-16-33 E a distance of 11.98 feet to a point where the southerly property line intersects a chainlink fence; thence along the chainlink fence the following twenty-two (22) courses:

N 42-51-40 E a distance of 27.82 feet to a fence post;
thence N 37-36-30 E a distance of 19.99 feet to a fence post;
thence N 32-17-04 E a distance of 9.90 feet to a fence post;
thence N 27-40-02 E a distance of 9.96 feet to a fence post;
thence N 21-33-00 E a distance of 19.85 feet to a fence post;
thence N 14-49-30 E a distance of 19.98 feet to a fence post;
thence N 09-07-02 E a distance of 10.14 feet to a fence post;
thence N 07-05-25 E a distance of 29.52 feet to a fence post;
thence N 04-28-08 E a distance of 20.37 feet to a fence post;
thence N 00-13-37 W a distance of 9.97 feet to a fence post;
thence N 06-18-21 W a distance of 20.04 feet to a fence post;
thence N 12-09-01 W a distance of 19.78 feet to a fence post;
thence N 19-46-15 W a distance of 30.06 feet to a fence post;
thence N 23-10-07 W a distance of 49.94 feet to a fence post;
thence N 24-37-46 W a distance of 19.64 feet to a fence post;
thence N 26-08-48 W a distance of 148.40 feet to a fence post;
thence N 01-11-45 W a distance of 33.04 feet to a fence post;
thence N 51-22-53 E a distance of 46.13 feet to a fence post;
thence N 16-26-06 W a distance of 26.56 feet to a fence post;
thence N 85-32-57 W a distance of 74.19 feet to a fence post;
thence N 26-09-04 W a distance of 130.17 feet to a fence post;
thence S 64-25-44 W a distance of 567.56 feet to a fence post;

said fence post being the True Place of Beginning, containing 10.1213 acres, more or less, but subject to all legal highways, easements, and restrictions of record.

North is based on an assumed meridian. All bearings shown are used to denote horizontal angles only. All iron pins set are 5/8-inch diameter by 34-inch length rebar with a plastic cap stamped "Vernon OH6282-WV550".

VERNON

VERNON SURVEYING CO. PROFESSIONAL SURVEYORS

This legal description prepared by Robert G. Vernon, Professional Surveyor No. 6282, based on field surveys in May 2003.

200400003182
SDLVAY ADVANCED POLYMERS
SEE FILE
17005 STATE ROUTE 7
MARIETTA, OH 45750

POST OFFICE BOX NUMBER 741, MARIETTA, OHIO 45750
259 MUSKINGUM DRIVE, MARIETTA

TELEPHONE 740/373-8397
FAX 740/373-8266

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