

ENVIRONMENTAL COVENANT

BK 556 PG 77-87

This Environmental Covenant is entered into by de maximis, inc. (Owner), the United States Fish and Wildlife Service (FWS), the National Oceanic and Atmospheric Administration (NOAA) and the Ohio Environmental Protection Agency (Ohio EPA) pursuant to Ohio Revised Code (ORC) §§ 5301.80 to 5301.92 for the purpose of subjecting the Property to the activity and use limitations set forth herein.

Background. The Ashtabula River, approximately 40 miles long, flows through the northeast quadrant of Ashtabula County to Lake Erie. The approximately 137 square mile watershed is located south of the city of Ashtabula, Ohio. Beginning in the 1940's, the sediments and associated floodplains became contaminated with a variety of contaminants, including volatile organic compounds (VOCs), semi-volatile organics, polycyclic aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), heavy metals and low-level radionuclides.

Fields Brook, a 3-mile tributary of the Ashtabula River, was designated a Superfund Site and placed on the National Priorities List (NPL) in 1983; the Remedial Investigation (RI) began in 1985 with a Record of Decision (ROD) issued in 1986.

Under an agreement with the United States Environmental Protection Agency pursuant to the Great Lakes Legacy Act, an agreement with the United States Army Corps of Engineers pursuant to the Water Resources Development Act, and separate agreements with the Ohio Environmental Protection Agency, the Ashtabula City Port Authority and the members of the Ashtabula River Cooperating Group II, contaminated sediment was dredged from a segment of the Ashtabula River in 2007 and 2008. A dedicated landfill was constructed for the contaminated sediment.

The Ashtabula River watershed and associated natural resources, including macroinvertebrates, fish and fish-eating birds, were substantially impacted as a result of the contamination.

Negotiations between the responsible parties and the natural resource trustees, i.e., the FWS, NOAA and Ohio EPA (Trustees), in conjunction with the United States Department of Justice and the Ohio Attorney General, resulted in a settlement filed in the United States District Court, Northern District of Ohio, Eastern Division, captioned United States v. Cabot Corporation, et al., Case No. 1:12-CV1097, 1099 dated July 12, 2012. The Administrative Record for this Site, including the Natural Resource Restoration Plan & Environmental Assessment for the Ashtabula River and Harbor Site (Restoration Plan), is maintained at the FWS, Ohio Field Office, Columbus, Ohio.

Now therefore, Owner, and the FWS, NOAA 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 two parcels of real property of

BUCKEYE TITLE

14631



approximately 12.635 acres and 4.37 acres, located at Diane Lane, in Ashtabula Township and Plymouth Township, Ashtabula County, Ohio, identified as permanent parcel numbers 03-008-00-024-00 and 42-001-00-013-00, and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein (Property).

3. Owner. de maximis, inc. (Owner), located at 450 Montbrook Lane, Knoxville, TN 37919 currently owns the Property.

4. Holder. Pursuant to ORC § 5301.81, the holder of this Environmental Covenant is the Owner listed above.

5. Activity and Use Limitations. As part of the Restoration Plan approved by the Trustees pursuant to the settlement filed in the United States District Court, Northern District of Ohio, Eastern Division, captioned United States v. Cabot Corporation, et al., Case No. 1:12-CV 1097, 1099 dated July 12, 2012, Owner hereby imposes the following activity and use limitations on the Property and agrees to comply with such limitations, unless this Environmental Covenant is amended pursuant to paragraph 13 herein:

- A. The Property shall be kept in its natural state, i.e., no building, billboards or other structures of any kind, either temporary or permanent, shall be placed or erected on the Property; however, fencing and signage approved by the Trustees is permissible.
- B. There shall be no filling, excavating, or removal of top soil, sand, gravel, or rock, minerals or other materials on or at the Property, nor any building of roads or change in topography of the land in any manner, other than that caused by the forces of nature, except in accordance with the Restoration Plan approved by the Trustees pursuant to the settlement filed in the United States District Court, Northern District of Ohio, Eastern Division, captioned United States v. Cabot Corporation, et al., Case No. 1:12-CV 1097, 1099, dated July 12, 2012.
- C. The control, management and eradication of animal or plant species on the Property must be pursuant to a Non-Native, Noxious or Nuisance Species Control Plan approved by the FWS, Ohio Field Office. Methods must comply with applicable State and Federal requirements and manufacturer specifications and guidelines.
- D. No power or petroleum transmission lines may be constructed, nor any other interests in the Property shall be granted for this purpose. However, the Owner reserves the right to maintain and repair telephone, electric, water, wells, or other utility lines or mains on existing easements needed to provide for the needs of the Owner, successors or assigns. The area affected by the repair work shall be the minimum necessary to accomplish the task. Upon completion of all construction for such utilities, the area shall be restored to its previous state.
- E. No towers for communication or otherwise shall be constructed on the Property.
- F. No trees, ground cover or other vegetation shall be removed from the Property, except that which is necessary to: maintain foot paths and trails; restore natural



habitat areas; promote natural vegetation; protect life and property; or comply with the Restoration Plan approved by the Trustees pursuant to the settlement filed in the United States District Court, Northern District of Ohio, Eastern Division, captioned United States v. Cabot Corporation, et al., Case No. 1:12-CV 1097, 1099, dated July 12, 2012.

- G. The Property shall at all times be kept free of garbage, trash, and machinery; and no other unsightly material shall be allowed to accumulate or be stored on the Property.
- H. Use of vehicles for recreation, including snow mobiles, all-terrain vehicles or other motorized vehicles, shall not be permitted on the Property.
- I. Hunting and trapping on the Property are prohibited.
- J. Each and every other activity or construction that is inconsistent with the purpose of this Environmental Covenant or which may endanger, affect or impair the natural or scenic state of the Property is prohibited.
- K. The Property shall not be subdivided. The Owner, its successors or assigns shall notify the Trustees of any proposed transfer of the Property, or any portion thereof, at least ninety (90) days prior to any such proposed transfer. The Owner, its successors or assigns shall not transfer the Property, or any portion thereof, without the prior written consent of the Trustees.

6. Breach. If any event or action by or on behalf of a person who owns an interest in or holds an encumbrance on the Property, or any other person constitutes a breach of the activity and use limitations, Owner or Transferee shall notify the FWS, NOAA and Ohio EPA within thirty (30) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within sixty (60) days of becoming aware of the event or action.

7. Running with the Land. This Environmental Covenant, including the activity and use limitations set forth in paragraph 5 herein, 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 including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

8. Compliance Enforcement. In the event of a violation of this Environmental Covenant, a civil action for injunctive and/or other equitable relief may be maintained by the United States on behalf of the FWS and/or NOAA, or the Ohio Attorney General on behalf of Ohio EPA, or other parties authorized by law 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 enforce this Environmental Covenant. Nothing in this Environmental Covenant shall restrict the Trustees from exercising their authority under applicable law.

9. Rights of Access. Owner hereby grants to the FWS, NOAA, Ohio EPA, the Ohio Department of Natural Resources, their agents, contractors, and employees, and the County of Ashtabula the right of access to the Property for implementation or enforcement of this Environmental Covenant.

10. Compliance Reporting. Owner or any Transferee shall submit to the FWS, NOAA, Ohio EPA, and the County of Ashtabula on an annual basis, written documentation verifying compliance with this Environmental Covenant.

11. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property, or any portion thereof, 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, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE ASHTABULA COUNTY RECORDER ON _____, 20____, IN [DOCUMENT _____, or BOOK _____, PAGE _____,].

Owner shall notify the FWS, NOAA and Ohio EPA within ten (10) days after each conveyance of an interest in the Property. The notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the property being transferred.

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 following interests or encumbrances: Benefit easement for walkway, utilities and drainage as recorded in Affidavit of Facts by C. Richard Caylor and Eva A. Caylor in Volume 424 Page 1529 Ashtabula County General Records, filed December 19, 2007;
- C. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- D. that the Owner has identified all other persons that own an interest in or hold an encumbrance on the Property and notified such persons of the Owner's intention to enter into this Environmental Covenant; and,
- E. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected.

13. Amendment. This Environmental Covenant may be amended by consent of all of the

following: the Owner or a Transferee; the FWS; NOAA; and the Ohio EPA, pursuant to ORC § 5301.90 and other applicable law. The term, "Amendment" as used in this Environmental Covenant, shall mean any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations so long as there is at least one activity and use limitation remaining.

This Environmental Covenant may be amended only by a written instrument duly executed by the Regional Director of the FWS, the Director of NOAA's Office of Response and Restoration, the Director of Ohio EPA, and the Owner or Transferee of the Property, as applicable. Effective upon the date of transfer of ownership of the Property from the Owner to a Transferee, the Owner hereby waives its right to consent to any amendment or termination of this Environmental Covenant, pursuant to ORC § 5301.90(A). Within thirty (30) days of signature by all requisite parties on any amendment of this Environmental Covenant, the Owner or Transferee shall file such instrument for recording with the Ashtabula County Recorder's Office, and shall provide a file and date-stamped copy of the recorded instrument to the FWS, NOAA and 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. Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Ashtabula County Recorder's Office.

17. 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 Ashtabula County Recorder.

18. Distribution of Environmental Covenant. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: the FWS; NOAA; Ohio EPA; and the County of Ashtabula.

19. Notice. Unless otherwise notified in writing by or on behalf of the current owner, the FWS or Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

Regional Director
U.S. Fish and Wildlife Service
Region 3
1 Federal Drive
Fort Snelling, Minnesota 55111

Ashtabula River Site Coordinator
DERR
Ohio EPA
2110 East Aurora Road
Twinsburg, Ohio 44087

18. Distribution of Environmental Covenant. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: the FWS; NOAA; Ohio EPA; and the County of Ashtabula.

19. Notice. Unless otherwise notified in writing by or on behalf of the current owner, the FWS or Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

Regional Director
U.S. Fish and Wildlife Service, Region 3
1 Federal Drive
Fort Snelling, Minnesota 55111

Ashtabula River Site Coordinator
Ohio EPA, DERR
2110 East Aurora Road
Twinsburg, Ohio 44087

NOAA Office of General Counsel
Natural Resources Section
501 West Ocean Blvd. Suite 4470
Long Beach, California 90802

Director of Operations
Cleveland Museum of Natural History
1 Wade Oval Drive
Cleveland, Ohio 44106

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

IT IS SO AGREED:

DE MAXIMIS, INC. [Owner]

Bennie L. Underwood, President

[signature] [title]

Bennie L. Underwood, President

24 SEP 13

Printed Name and Title

Date

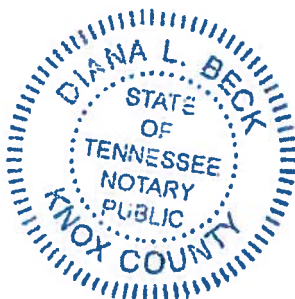
State of TN)

County of KNOX)

ss:

Before me, a notary public, in and for said county and state, personally appeared Bennie L. Underwood, a duly authorized representative of de maximis, inc., who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of de maximis, inc.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 24th day of September, 20 13.



Diana L. Beck
Notary Public

October 28, 2015
Date of My Commission Expiration

NOAA Office of General Counsel
Natural Resources Section
501 West Ocean Blvd., Suite 4470
Long Beach, California 90802

Chairman
Ashtabula Township Park Commission
1700 East 1st Street
Ashtabula, Ohio 44004

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

IT IS SO AGREED:

DE MAXIMIS, INC. [Owner]

Bennie L. Underwood, President

[signature] [title]

Bennie L. Underwood, President

Printed Name and Title

24 SEP 13

Date

State of TN)
County of KNOX)

ss:

Before me, a notary public, in and for said county and state, personally appeared Bennie L. Underwood, a duly authorized representative of de maximis, inc., who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of de maximis, inc.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 24th day of September, 20 13.

Sandra L. Buge

Notary Public

October 28, 2015

Date of My Commission Expiration

OHIO ENVIRONMENTAL PROTECTION AGENCY



Scott J. Nally, Director

2/27/13

Date

State of Ohio)
)
County of Franklin) ss:

Before me, a notary public, in and for said county and state, personally appeared Scott J. Nally, 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 27th day of September, 2013.



Charma Diane Casteel

Notary Public

CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES
Date of My Commission Expiration May 10, 2014

U.S. FISH & WILDLIFE SERVICE

for

Tom Melius, Regional Director, Region 3

11/6/13
Date

State of Minnesota)
) ss:
County of Hennepin)

Worley Before me, a notary public, in and for said county and state, personally appeared *Charles* Tom Melius, a duly authorized representative of the FWS, who acknowledged to me that she did execute the foregoing instrument on behalf of the FWS.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 6th day of November, 2013.




Notary Public

1/31/2016
Date of My Commission Expiration

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION


David G. Westerholm
Director, Office of Response and Restoration

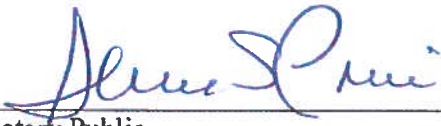
10/18/2013
Date

State of District of Columbia)
County of _____) SS:

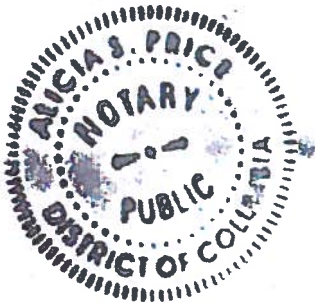
Before me, a notary public, in and for said county and state, personally appeared David G. Westerholm, Director, Office of Response and Restoration, a duly authorized representative of NOAA, who acknowledged to me that he did execute the foregoing instrument on behalf of NOAA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 18th day of October, 2013.

ALICIA S. PRICE
Notary Public, District of Columbia
My Commission Expires November 30, 2015


Notary Public

11-30-2015
Date of My Commission Expiration



This instrument prepared by:
Christopher L. Gibbon
Walter | Haverfield LLP
The Tower at Erieview
1301 E. Ninth St., 3500
Cleveland, OH 44114

In compliance with Sec. 319.202
R.C. and Sec. (F) 319.54 R.C.
effective January 1st, 1968 NT

TRANSFERRED
Auditor, Ashtabula County, Ohio

DEC 2 2013 #/.00

Roger A. Loebl, CPA

SITUATED IN THE TOWNSHIPS OF ASHTABULA AND PLYMOUTH, COUNTY OF ASHTABULA, STATE OF OHIO AND KNOWN AS BEING PART OF LOT 2 O.S. ASHTABULA TOWNSHIP AND PART OF LOT 1 O.S. PLYMOUTH TOWNSHIP AND BEING IN TOWNSHIP 13-NORTH, RANGE 3 WEST OF THE CONNECTICUT WESTERN RESERVE AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A MONUMENT BOX (FOUND) AT THE INTERSECTION OF THE CENTER LINES OF STATE ROUTE 84 (60 FEET WIDE) AND BLAKE ROAD (60 FEET WIDE); THENCE SOUTH 66 DEGREES, 22 MINUTES, 00 SECONDS EAST, ALONG THE CENTERLINE OF STATE ROUTE 84, 302.90 FEET TO A POINT AT THE NORTH-EASTERLY CORNER OF THE CAYLOR-ALLOTMENT IN PLAT BOOK 11, PAGE 49 ASHTABULA COUNTY RECORDED PLATS, BEING THE NORTHWESTERLY CORNER OF LANDS DEEDED TO R AND B. NEWBOLD IN VOLUME 81, PAGE 7012 ASHTABULA COUNTY RECORDER'S GENERAL INDEX. THENCE SOUTH 00 DEGREES, 02 MINUTES, 00 SECONDS EAST, ALONG THE EASTERLY LINE OF THE CAYLOR-ALLOTMENT, BEING NEWBOLD'S WESTERLY LINE, 1969.84 FEET TO A 3/4 INCH DIAMETER IRON PIPE (FOUND) AT A CORNER OF LOT 58 IN THE CAYLOR ALLOTMENT ADDITION NO 9 IN PLAT BOOK 11, PAGE 93 ASHTABULA COUNTY RECORDED PLATS AND THE PLACE OF BEGINNING

THENCE SOUTH 00 DEGREES, 02 MINUTES, 00 SECONDS EAST, ALONG NEWBOLD'S WESTERLY LINE, 1433.42 FEET TO AN IRON PIN (SET) ON THE NORTHERLY LINE OF LANDS DEEDED TO P.R. & J.P. PERTZ IN VOLUME 95, PAGE 2602 ASHTABULA COUNTY RECORDER'S GENERAL INDEX.

THENCE NORTH 09 DEGREES, 23 MINUTES, 54 SECONDS WEST, ALONG PERTZ'S NORTHERLY LINE AND THE NORTHERLY LINE OF LANDS DEEDED TO K.A. BROCKWAY IN VOLUME 779, PAGE 1 ASHTABULA

COUNTY DEEDS, 1032.07 FEET TO AN IRON PIN (SET) ON THE EASTERLY LINE OF LANDS DEEDED TO KATHLEEN A KINNEY IN VOLUME 224, PAGE 651 ASHTABULA COUNTY OFFICIAL RECORDS.

THENCE DUE NORTH, ALONG KINNEY'S EASTERLY LINE, 292.50 TO A POINT AT THE SOUTHWEST CORNER OF LOT 80 IN THE FIFTH ADDITION TO CAYLOR PLAT IN PLAT BOOK 12, PAGE 33 ASHTABULA COUNTY RECORDED PLATS, SAID POINT BEING DUE SOUTH, 116.18 FEET FROM A 5/8 INCH DIAMETER IRON PIN (FOUND).

THENCE DUE EAST, ALONG THE SOUTH LINE OF SAID FIFTH ADDITION TO THE CAYLOR PLAT, 280.63 FEET TO A POINT.

THENCE NORTH 44 DEGREES, 41 MINUTES, 32 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID CAYLOR PLAT, 200.00 FEET TO A 5/8 INCH DIAMETER IRON PIN (FOUND) AT THE NORTHEASTERLY CORNER OF LOT 82 OF SAID PLAT.

THENCE ALONG THE EASTERLY LINE OF SAID CAYLOR PLAT, CURVING TO THE LEFT, HAVING A RADIUS OF 850.00 FEET, A CHORD BEARING OF NORTH 27 DEGREES, 56 MINUTES, 02 SECONDS EAST, 490.33 FEET TO A 5/8 INCH DIAMETER IRON PIN (FOUND) AT THE SOUTHEAST CORNER OF LOT 87 OF SAID CAYLOR PLAT.

THENCE ALONG THE EASTERLY LINE OF SAID CAYLOR PLAT AND THE EASTERLY LINE OF SAID CAYLOR ALLOTMENT ADDITION NO.3, CURVING TO THE RIGHT, HAVING A RADIUS OF 800.00 FEET, A CHORD BEARING OF NORTH 29 DEGREES, 02 MINUTES, 34 SECONDS EAST, 491.05 FEET TO A POINT, SAID POINT BEING SOUTH 43 DEGREES, 04 MINUTES 00 SECONDS EAST, 20.00 FEET FROM A 3/4 INCH DIAMETER IRON PIN (FOUND).

THENCE NORTH 48 DEGREES, 30 MINUTES, 49 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID CAYLOR ALLOTMENT, 189.31 FEET TO THE PRINCIPAL PLACE OF BEGINNING AND CONTAINING A TOTAL OF 17.005 ACRES OF LAND, BE THE SAME MORE OR LESS OF WHICH APPROXIMATELY 12.635 ACRES OF LAND ARE IN THE TOWNSHIP OF ASHTABULA AND APPROXIMATELY 4.37 ACRES OF LAND ARE IN THE TOWNSHIP OF PLYMOUTH.

BEING ALL OF THE REMAINDER OF LANDS DEEDED RICHARD C. AND EVA A. CAYLOR IN VOLUME 575, PAGE 483 ASHTABULA COUNTY RECORDER'S GENERAL INDEX. AS PER A SURVEY COMPLETED IN OCTOBER 2007 BY ERIC B. WESTFALL, P.S., OHIO #7677, JEFFERSON, OHIO. ALL IRON PINS SET ARE #4 REBAR (0.22 SQ. IN. CROSS SECTIONAL AREA), 30 INCHES LONG, CAPPED WESTFALL 7677. BASIS FOR BEARINGS HEREIN: EASTERLY LINE OF THE CAYLOR ALLOTMENT SOUTH 00 DEGREES, 02 MINUTES EAST-PLAT AND USED.

PARCEL NUMBERS 03-008-00-024-00 AND 42-001-00-013-00

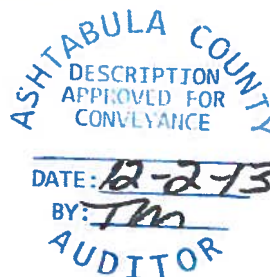


EXHIBIT A