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Receipt#: 2013-00011513
Fee Amt: \$128.00 Page 1 of 12

To be recorded with Deed
Records - ORC 317.08

ENVIRONMENTAL COVENANT

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
#14632

1

Ashtabula County, Ohio
Barbara Schaab Recorder
File# 2013-00013847

BK 556 PG 106-117

approximately 33.635 acres and 5.5000 acres located in Richmond Township, Ashtabula County, Ohio, identified as permanent parcel numbers 45-001-00-003-03 and 45-001-00-003-01, and more particularly described in Exhibits A-1 and A-2 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 this Environmental Covenant or 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; establish ephemeral pools; 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. Except for wildlife management purposes approved by the Trustees, 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;
- 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

NOAA Office of General Counsel
Natural Resources Section
501 West Ocean Blvd., Suite 4470
Long Beach, CA 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
Printed Name and Title

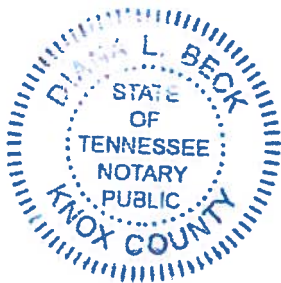
24 SEP 13
Date

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.



Diana L. Beck
Notary Public

October 28, 2015
Date of My Commission Expiration

OHIO ENVIRONMENTAL PROTECTION AGENCY



Scott J. Nally, Director

9/27/13

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


Tom Melius, Regional Director, Region 3


11/6/13
Date

State of Minnesota)
) ss:
County of Hennepin)

 Before me, a notary public, in and for said county and state, personally appeared Tom Charles 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

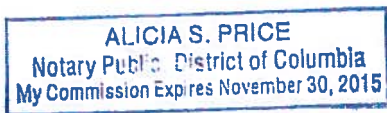
State of District of Columbia)

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.


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

BUCKEYE TITLE
PICK UP



PART OF LANDS OF ALLEN E. SHINER, AS RECORDED IN MICROFICHE 260-2341:

SITUATED IN LOT 1, RICHMOND TOWNSHIP, R1, T10, CONNECTICUT WESTERN RESERVE,
ASHTABULA COUNTY, OHIO:

BEGINNING AT A POINT IN THE CENTERLINE OF STATE LINE ROAD (TR 309 A, 50 FEET WIDE),
SAID POINT BEING SOUTH 01 DEGREES 19 MINUTES 27 SECONDS EAST, 3011.06 FEET FROM
THE CENTERLINE OF S. R. 6 AND THENCE NORTH 87 DEGREES 24 MINUTES 23 SECONDS EAST,
25.01 FEET TO A 5/8" CAPPED IRON PIN SET IN THE EAST LINE OF STATE LINE ROAD AND IN
THE STATE LINE BETWEEN OHIO AND PENNSYLVANIA AT THE PLACE OF BEGINNING:

COURSE 1: THENCE SOUTH 01 DEGREES 19 MINUTES 27 SECONDS EAST ALONG THE STATE
LINE, 312.12 FEET TO A 1/2" CAPPED "SLAY 5298" IRON PIN FOUND AT THE NORTHEAST
CORNER OF de maximis, inc (444-2580);

COURSE 2: THENCE SOUTH 88 DEGREES 30 MINUTES 25 SECONDS WEST ALONG THE NORTH
LINE OF de maximis, inc., 2456.55 FEET TO A 1/2" CAPPED "SLAY 5298" IRON PIN FOUND AT THE
SOUTHEAST CORNER OF LOT 2;

COURSE 3: THENCE NORTH 01 DEGREES 05 MINUTES 43 SECONDS WEST ALONG THE EAST
LINE OF LOT 2, 765.00 FEET TO A 5/8" CAPPED IRON PIN SET AT THE SOUTHWEST CORNER OF
MICHAEL HOVLICK, STEVEN HOVLICK & LAWRENCE R. HOVLICK, JR (901-317);

COURSE 4: THENCE NORTH 87 DEGREES 24 MINUTES 23 SECONDS EAST ALONG THE SOUTH
LINE OF THE HOVLICK'S LAND, 1470.77 FEET TO A 5/8" CAPPED IRON PIN SET AT THE
NORTHWEST CORNER OF ALICE J. SHINER (91-6220);

COURSE 5: THENCE SOUTH 01 DEGREES 19 MINUTES 27 SECONDS EAST, ALONG THE WEST
LINE OF ALICE J. SHINER, 250.00 FEET TO A 5/8" CAPPED IRON PIN SET;

COURSE 6: THENCE NORTH 87 DEGREES 24 MINUTES 23 SECONDS EAST ALONG THE SOUTH
LINE OF ALICE J. SHINER, 83.32 FEET TO A 5/8" CAPPED IRON PIN SET;

COURSE 7: THENCE SOUTH 01 DEGREES 19 MINUTES 27 SECONDS EAST, 250.00 FEET TO A
5/8" CAPPED IRON PIN SET;

COURSE 8: THENCE NORTH 87 DEGREES 24 MINUTES 23 SECONDS EAST, 900.00 FEET TO THE
PLACE OF BEGINNING AND CONTAINING 33.635 ACRES

BEARINGS ARE TO AN ASSUMED MERIDIAN AND INDICATE ANGLES ONLY

AS PER SURVEY BY JERRY SLAY, OHIO SURVEYOR NUMBER 5298 DATED JULY 15, 2009

INTENT IS TO SPLIT 33.635 ACRES FROM PPN 45-001-00-003-00

THE CAPPED IRON PINS SET MARKED "SLAY 5298" ARE 5/8" X 30"

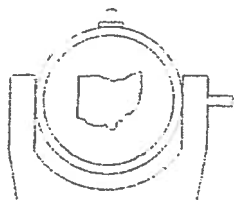
PARCEL NUMBER 45-001-00-003-03

ASHTABULA COUNTY
DESCRIPTION
APPROVED FOR
CONVEYANCE

DATE: 11-22-13

BY: DAH

AUDITOR



335 CENTER STREET
BOX 1252
ASHTABULA, OHIO
44004

JERRY SLAY, P.E., P.S.
REGISTERED LAND SURVEYOR
REGISTERED PROFESSIONAL ENGINEER

TELEPHONE (440) 993-7205
FAX (440) 992-9801
E-Mail: surveyor5298@yahoo.com
www.slaysurveying.com

AUGUST 28, 2013

LANDS OF de maximus, inc, AS RECORDED IN MICROFICHE 465-111:

**SITUATED IN LOT 1, RICHMOND TOWNSHIP, R1, T10, CONNECTICUT
WESTERN RESERVE, ASHTABULA COUNTY, OHIO:**

**BEGINNING AT 5/8" CAPPED IRON PIN SET IN THE EAST LINE OF STATE
LINE ROAD (T.R. 309 A, 50 FEET WIDE) AND AT A POINT IN THE LINE
BETWEEN OHIO AND PENNSYLVANIA AT THE SOUTHEAST CORNER OF
MICHAEL HOVICK, STEVEN HOVICK & LAWRENCE R. HOVICK JR (DEED
VOLUME 901, PAGE 317), SAID PIN BEING SOUTH 01 DEGREES 19
MINUTES 27 SECONDS EAST, 2511.06 FEET AND NORTH 87 DEGREES 24
MINUTES 23 SECONDS EAST, 25.01 FEET FROM THE CENTERLINE
INTERSECTION OF S. R. 6 AND STATE LINE ROAD:**

**COURSE 1: THENCE SOUTH 01 DEGREES 19 MINUTES 27 SECONDS EAST
ALONG THE STATE LINE, 250.00 FEET TO A 5/8" CAPPED IRON PIN SET AT
THE NORTHEAST CORNER OF ALLEN E. SHINER (464-2466);**

**COURSE 2: THENCE SOUTH 87 DEGREES 24 MINUTES 23 SECONDS WEST
ALONG THE NORTH LINE OF SHINER AND THE NORTH LINE OF de
maximus, inc. (464-2470) AND PASSING THROUGH THE STATE LINE ROAD
RIGHT OF WAY, 900.00 FEET TO A 5/8" CAPPED IRON PIN SET;**

COURSE 3: THENCE NORTH 01 DEGREES 19 MINUTES 27 SECONDS WEST

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



335 CENTER STREET
BOX 1252
ASHTABULA, OHIO
44004

JERRY SLAY, P.E., P.S.
REGISTERED LAND SURVEYOR
REGISTERED PROFESSIONAL ENGINEER

TELEPHONE (440) 993-7205

FAX (440) 992-9801

E-Mail: surveyor5298@yahoo.com

www.slaysurveying.com

TRANSFERRED

Auditor, Ashtabula County, Ohio

DEC 2 - 2013 #1 00

Roger A. Lockett, CPA

**ALONG THE LINE OF de maximus, inc, 250.00 FEET TO A 5/8" CAPPED IRON
PIN SET IN THE SOUTH LINE OF HOVICK;**

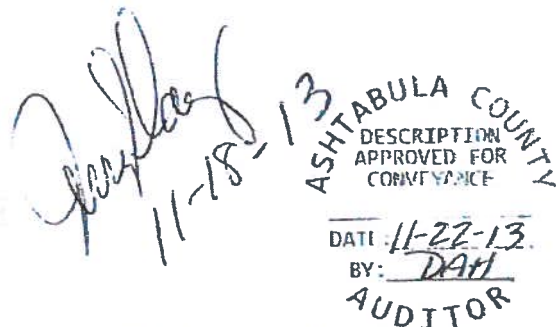
**COURSE 4: THENCE NORTH 87 DEGREES 24 MINUTES 23 SECONDS EAST
ALONG THE SOUTH LINE OF HOVICK, 900.00 FEET TO THE PLACE OF
BEGINNING AND CONTAINING 5.164 ACRES**

**BEARINGS ARE TO AN ASSUMED MERIDIAN AND INDICATE ANGLES
ONLY**

**AS PER SURVEY BY JERRY SLAY, OHIO SURVEYOR NUMBER 5298 DATED
JULY 15, 2009 AND UPDATED AUGUST 28, 2013**

INTENT IS TO UPDATE PPN 45-001-00-003-01

THE CAPPED IRON PINS SET MARKED "SLAY 5298" ARE 5/8" X 30"



ASHTABULA CO. ENGINEER

APPROVED
11-18-13 MOS
SURVEY DEPT.