

Former Columbus Auto Parts
Director's Final Findings and Orders / Covenant Not to Sue

Exhibit 5
Operation and Maintenance Agreement
and
Operation and Maintenance Plan

OPERATION AND MAINTENANCE AGREEMENT

Between Ohio EPA and Crewville, Ltd.
Regarding the Columbus Auto Parts Property,
Franklin County, Ohio

This Operation and Maintenance Agreement ("Agreement") is entered into by the Director of the Ohio Environmental Protection Agency ("Director") and Crewville, Ltd. ("Crewville") pursuant to Ohio Revised Code ("ORC") Chapter 3746 and Ohio Administrative Code ("OAC") Chapter 3745-300. In consideration of the mutual covenants and subject to the terms and conditions of this Agreement, the parties agree as follows:

1. The NFA Letter. A no further action letter (NFA Letter No. 00NFA084; the "NFA Letter") under the Voluntary Action Program ("VAP") dated February 17, 2000 was submitted to the Ohio Environmental Protection Agency ("Ohio EPA") Division of Emergency and Remedial Response on behalf of Crewville by Jim Smith, a certified professional (Certified Professional No. 121), of SAS Environmental ("SAS") and Mark Butler, a certified professional (Certified Professional No. 137), formerly of EPSYS Corporation, and now with SAS, for approximately 32 acres of real property owned by Crewville and located at 575 Hudson Avenue, Columbus, Franklin County, Ohio (the "Property"). On April 21, 2000, an approximately 10 acre portion of the Property was transferred to the State of Ohio for the "Silver Drive Extension". Both portions of the Property are the subject of this Agreement. The legal descriptions of the Property are attached hereto as Exhibit 1, and are incorporated by reference herein.
2. Amendment of the NFA Letter. An amendment to the NFA Letter dated July 19, 2000 was submitted to Ohio EPA by the Certified Professionals in response to comments from Ohio EPA as well as to address additional conditions discovered at the Property. A second amendment dated January 23, 2001 was submitted to address additional Property conditions discovered during construction of the Silver Drive Extension, and to include an operation and maintenance plan dated January 23, 2001 for the Property (the "O&M Plan"). For the purposes of this Agreement, the term "NFA Letter" also includes the two amendments to the NFA Letter. The O&M Plan is hereby approved, is attached hereto as Exhibit 2 and is incorporated by reference herein.
3. Requirement for an Operation and Maintenance Agreement. This Agreement is required for the Property pursuant to ORC 3746.12(A)(2) and OAC 3745-300-15(A)(2) and 3745-300-15(F)(4).
4. Remedy for the Property. As of the issuance of the NFA Letter, the Property meets commercial land use standards, in accordance with OAC 3745-300-08 and OAC 3745-300-09, based on the surface to two foot layer of soil meeting

VAP applicable standards as the point of compliance ("2-foot POC"), and the recorded use restrictions. During proposed redevelopment, the Property will require an interim remedy and a final remedy will be implemented at the completion of redevelopment. In the event that the 2-foot POC is breached post-redevelopment, the applicable components of the interim remedy will be implemented to maintain the Property's compliance with applicable standards. The interim and final remedies for the Property include:

- a. **Interim Remedy / Engineering Control:** An interim remedy / engineering control for the Property, as provided in the O&M Plan, that includes:
 - i. The interim remedies, including the Risk Mitigation Plan for the Property, as described in Section 2 of the O&M Plan, will be required at any time the 2-foot POC is breached [during or after Property redevelopment];
 - ii. The interim remedies will be inspected at least once a week and repaired pursuant to Section 4.0 of the O&M Plan; and
 - iii. A two (2) year-time frame for completion of the permanent engineering control or restoration of the 2-foot POC, from the date of the initial breach of the 2-foot POC for each portion of the Property, although two 180-day extensions may be approved, as provided in the O&M Plan.
- b. **Permanent Engineering Control:** A permanent engineering control for the Property, as provided in the O&M Plan, that includes:
 - i. A pavement engineering control, will be constructed at the Property in accordance with the O&M Plan. The time frame for completion of the pavement engineering control at each portion of the Property is two years of the initial breach of the 2-foot POC for that portion of the Property, although two 180-day extensions may be approved, as provided in the O&M Plan; and
 - ii. The pavement engineering control will be constructed, inspected and maintained in accordance with the O&M Plan.
- c. **Prohibition Against Extraction of Ground Water:** An institutional control on the Property prohibiting the extraction of ground water located at or underlying the Property for any purpose, potable or otherwise, except for investigation or remediation of the ground water, as provided in the Declaration of Restrictions recorded on April 25, 2000 with the Franklin

County Recorder's Office, as Instrument #200004250079988 in the Franklin County Deed Records (the "Declaration").

Restriction to Commercial Land Uses: An institutional control on the Property restricting the Property to commercial uses, as defined in OAC 3745-300-08(B)(2)(c)(ii) (effective December 16, 1996), as provided in the Declaration.

- d.
5. Engineering Controls Subject to Operation and Maintenance. The engineering controls (summarized in paragraphs 4.a. and 4.b. of this Agreement) are part of the voluntary action remedy and must be established and maintained in accordance with the O&M Plan and this Agreement to maintain compliance with the applicable standards set forth in ORC Chapter 3746 and OAC Chapter 3745-300 and in the covenant not to sue issued pursuant to ORC 3746.12 for the Property (the "Covenant").
 6. Protectiveness of Remedy. Based upon the information provided in the NFA Letter, the remedy for the Property is considered protective of public health and safety and the environment, so long as Crewville continues to comply with this Agreement and all other obligations of the Covenant.
 7. Implementation of O&M Plan. Crewville agrees to establish and maintain all engineering controls in accordance with the O&M Plan, and perform all inspections, repairs, planning, reporting, record keeping and all other requirements in accordance with the O&M Plan.
 8. Recordation / Effectiveness of Agreement. Crewville agrees to record this Agreement as set forth in the Covenant and as required by ORC 3746.14. This Agreement shall be effective upon the Director's issuance of the Covenant.
 9. Effect of Violation of Agreement. Failure to comply with this Agreement or the O&M Plan, may be the failure to maintain an applicable standard in accordance with ORC 3746.12(B) and OAC Chapter 3745-300, and subject to the process outlined in paragraph 17 of this Agreement.
 10. Financial Assurance. Crewville will ensure that reasonable and adequate funds are available to Crewville to comply with this Agreement and the O&M Plan by executing and funding a financial assurance mechanism or mechanisms. Acceptable financial assurance mechanisms consist of a trust fund, a surety bond guaranteeing payment into a trust fund, a surety bond guaranteeing performance of this Agreement and the O&M Plan, a letter of credit, insurance, a financial test and corporate guarantee, or such other financial assurance mechanism as approved by Ohio EPA.

- a. Financial assurance for southern (Lowe's) portion of Property during redevelopment. Crewville has secured a Letter of Credit in the amount of \$120,000.00, as attached hereto as Exhibit 3. Crewville will annually renew the Letter of Credit or, subject to written approval by Ohio EPA, execute and fund another comparable, acceptable financial assurance mechanism, and submit to Ohio EPA a copy of each renewed Letter of Credit or other financial assurance mechanism. Crewville will maintain such financial assurance for the southern portion of the Property until Crewville establishes financial assurance for the Property after redevelopment, as set forth in paragraph 10.c. of this Agreement.
- b. Financial assurance for northern portion of Property during redevelopment. For the northern portion of the Property, Crewville has secured a Letter of Credit for \$40,000.00, as attached hereto as Exhibit 4. Crewville will annually renew the Letter of Credit or, subject to written approval by Ohio EPA, execute and fund another comparable, acceptable financial assurance mechanism, and submit to Ohio EPA a copy of each renewed Letter of Credit or other financial assurance mechanism. Crewville will maintain such financial assurance for the northern portion of the Property until Crewville establishes financial assurance for the Property after redevelopment, as set forth in paragraph 10.c. of this Agreement.
- c. Financial assurance for the Property after redevelopment. Within 60 days after redevelopment of the southern (Lowe's) portion of the Property, installation of the pavement engineering control(s) and restoration of the 2-foot POC, Crewville will submit to Ohio EPA, a copy of its proposed financial assurance mechanism for that portion of the Property. The mechanism for the southern portion of the Property shall be in the amount of \$5000.00 per acre or portion of an acre of pavement engineering control, or, if the southern portion of the Property is redeveloped without a pavement engineering control, in the amount of \$2000.00, the amounts sufficient to annually fund implementation of the O&M Plan post-redevelopment based on year 2001 costs, or in such other dollar amount based on future, prevailing construction costs sufficient to annually fund implementation of the O&M Plan post-redevelopment. Within 60 days after redevelopment of the northern portion of the Property and restoration of the 2-foot POC, Crewville will submit to Ohio EPA a copy of its proposed financial assurance mechanism for that portion of the Property. The mechanism for the northern portion of the Property shall be in the amount of \$5000.00 per acre or portion of an acre of pavement engineering control, or, if the northern portion of the Property is

redeveloped without a pavement engineering control, in the amount of \$2000.00, the amounts sufficient to annually fund implementation of the O&M Plan on the northern portion of the Property post-redevelopment based on year 2001 costs, or in such other dollar amount based on future prevailing construction costs sufficient to annually fund implementation of the O&M Plan post-redevelopment. Within 30 days after receipt of Ohio EPA's written approval of the financial assurance mechanism, Crewville will establish such financial assurance mechanism and submit a copy of such established financial assurance mechanism to Ohio EPA. Crewville will annually renew the financial assurance mechanism or, subject to written approval by Ohio EPA, execute and fund another comparable, acceptable financial assurance mechanism, and submit to Ohio EPA a copy of each renewed financial assurance mechanism or other financial assurance mechanism.

In the event the amount or form of financial assurance provided herein is inadequate to comply with this Agreement, the Director may seek a modification of this paragraph pursuant to paragraph 16 of this Agreement.

11. Notice to Prospective Transferees. At least 30 days prior to the execution of any sales contract or other document transferring ownership of the Property or any portion of the Property, Crewville agrees to provide written notice to the prospective transferee that the Property, or the portion of the Property, is subject to the Covenant, this Agreement and the O&M Plan.
12. Notice to the Director of Transfer of the Property. Within 14 days after a sale or other transfer of the Property, or any portion of the Property, Crewville agrees to provide written notice to the Director that the Property, or the portion of the Property, has been sold or otherwise transferred. This notice submitted to the Director must include:
 - a. The name, address, and telephone number of the new Property owner and the name of the contact person for the new Property owner;
 - b. A legal description of the portion of the Property being transferred, if the transfer was limited to a portion of the Property; and
 - c. The closing date of the transfer of ownership of the Property or the portion of the Property.
13. Option to Transfer this Agreement / Notice to Director. Pursuant to ORC 3746.14(C), Crewville may transfer this Agreement to any other person (the "Transferee") by assignment or in conjunction with the acquisition of title to the

Property. Within 14 days of such transfer, Crewville agrees to provide written notice to the Director of the terms and conditions of the transfer of obligations of this Agreement and the O&M Plan ("Transfer Terms and Conditions"), by submitting:

- a. The name, address, and telephone number of the Transferee and the name of the contact person for the Transferee;
- b. A statement of the extent to which the Transferee has assumed the obligations of this Agreement and the O&M Plan;
- c. A copy of the legal instrument(s) that provide the Transfer Terms and Conditions; and
- d. A copy of the Transferee's proposed financial assurance mechanism, that complies with paragraph 10 of this Agreement, where the Transferee has assumed obligations of this Agreement and the O&M Plan. The Transferor's financial assurance mechanism must remain effective until Ohio EPA approves in writing the Transferee's financial assurance mechanism and the Transferee's financial assurance mechanism is fully executed and funded.

In accordance with the Transfer Terms and Conditions, the Transferee will become a party to this Agreement and will assume obligations of this Agreement and the O&M Plan.

14. Subparceling. With written notice submitted by Crewville to the Director, that one or more parcels of the Property have been divided or subparceled, this Agreement will apply separately to each subdivided parcel upon the date of subdivision or the date of the submission of written notice, whichever occurs later. Crewville agrees to provide such written notice by submitting:
 - a. The legal description of the subdivided parcels;
 - b. A survey map or maps of the subdivided parcels;
 - c. The date of the subdivision;
 - d. A copy of the legal instrument(s) providing for the subdivision; and
 - e. The new owner, if any, of the subdivided parcels.

With the written notice submitted pursuant to this paragraph, this Agreement shall be deemed to be amended, without modification of this Agreement, to identify the subdivided parcels of the Property. The Covenant shall remain in effect for any subdivided portion of the Property that continues to comply with the requirements of this Agreement and the applicable standards that form the basis of the Covenant. Any revocation of the Covenant for any parcel shall not be based solely on a finding that any other subdivided parcel of the Property no longer complies with the applicable standards or the requirements of this Agreement.

15. Document Submittals / Notifications to Parties. All documents, including but not limited to notices and reports, required to be submitted by Crewville pursuant to this Agreement shall be addressed to:

Director, Ohio Environmental Protection Agency
122 South Front Street
P.O. Box 1049
Columbus, OH 43216-1049
Attn: Manager, Voluntary Action Program

and

Ohio Environmental Protection Agency
Central District Office
Division of Emergency and Remedial Response
3232 Alum Creek Drive
Columbus, OH 43207
Attn: VAP Project Coordinator

All documents, including any notice required to be submitted by Ohio EPA pursuant to this Agreement shall be delivered to Crewville. Notice to Crewville shall be addressed to:

Crewville, Ltd.
150 East Broad Street
Suite 800
Columbus, OH 43215
Attn: Jonathan Kass

16. Modification to the Agreement or the O&M Plan. Crewville agrees to submit to the Director for review and/or approval each proposed modification to the O&M Plan or this Agreement, except for a minor modification, as defined below, or a modification proposed by the Director. For the purposes of this Agreement,

"modification" means any substantive or material change to a term or condition of this Agreement or the O&M Plan, such as a proposal to revise, replace, or terminate an engineering control, or revise the financial assurance provisions of paragraph 10. Approval of a modification is subject to and must be approved by the Director, in writing, prior to implementation. A modification proposed by the Director is subject to approval by Crewville. Ohio EPA reserves the right to require the submittal of a new NFA Letter for a proposed modification that will result in the application of an applicable standard, land use, or a remedy different than that contained in the NFA Letter approved by the Covenant.

A "minor modification" means a non-substantive or non-material change to a term or condition of this Agreement or the O&M Plan, such as the transfer of this Agreement and the O&M Plan in accordance with paragraph 13 of this Agreement, a change of a named contact person or an address contained in this Agreement or the O&M Plan. Within 14 days after implementation of a minor modification to this Agreement or the O&M Plan, Crewville agrees to provide Ohio EPA written notice of the minor modification.

17. Compliance Schedule Agreement. In accordance with ORC 3746.12(B), upon a finding that the Property or a portion of the Property no longer complies with the applicable standards upon which the issuance of the Covenant was based, Crewville has up to 30 days after the mailing of notice from the Director of such finding to notify the Director of its intention to return the Property or the portion of the Property to compliance with the applicable standards upon which the Covenant was based ("cure") and enter into a compliance schedule agreement with the Director for such cure. The process provided in this paragraph shall apply to all activities required in this Agreement and in the O&M Plan, except as to the institutional controls specified in paragraph 4 of this Agreement.
18. Compliance with Other Laws. Crewville agrees to conduct all activities pursuant to this Agreement and the O&M Plan in compliance with all local, state and federal laws and regulations, including but not limited to obtaining all required permits or authorizations. Crewville acknowledges that Ohio EPA's review and approval of the risk mitigation plan contained in the O&M Plan is limited to ensuring compliance with the requirements of ORC Chapter 3746 and OAC Chapter 3745-300 and does not extend to determining compliance with the Occupational Safety and Health Act, 29 U.S.C. 651 *et seq.*, the regulations adopted under that act, or any obligation imposed by the Occupational Safety and Health Administration.
19. Inspections by Ohio EPA. Crewville agrees to allow Ohio EPA or its representatives to perform periodic inspections to determine compliance with this Agreement. Such inspections shall be consistent with ORC Chapter 3746 and

- OAC Chapter 3745-300, including but not limited to the reasonableness of inspection timing and frequency in accordance with ORC 3746.21.
20. Termination. This Agreement shall terminate upon revocation or termination of the Covenant, or otherwise upon the written approval of the Director.
 21. Waiver. Crewville agrees that the terms and conditions of this Agreement are lawful and reasonable and that the schedules contained in the O&M Plan and this Agreement are reasonable, and agrees to comply with this Agreement. Crewville hereby waives its right to appeal the issuance of this Agreement and the terms and conditions of this Agreement, and hereby waives any and all rights it might have to seek judicial or administrative review of this Agreement either in law or equity. Crewville reserves its right to participate in any appeal by a third party to the Environmental Review Appeals Commission or to any applicable appellate court. Moreover, Crewville reserves the rights to raise any and all defenses and/or causes of action in the event that a dispute arises regarding the implementation of this Agreement.
 22. Entire Agreement. The terms and conditions of this Agreement, including the O&M Plan, constitute the entire agreement of the parties and no oral or written representation or modification of the Agreement shall be binding, unless agreed to pursuant to paragraph 16 of this Agreement. The terms and conditions of this Agreement shall be interpreted consistent with ORC Chapter 3746 and OAC Chapter 3745-300.
 23. Authorized Signatories. Each undersigned representative of a signatory to this Agreement represents that he or she is fully authorized to execute this Agreement and to legally bind such signatory to this document.
 24. Effective Date. Upon execution of the Agreement by both parties, the Agreement shall be a valid and binding obligation enforceable in accordance with its terms and conditions, and effective upon the date of the Director's signature.

In witness whereof, the parties hereto have executed this Agreement.

CREWVILLE, LTD.

By: _____

Jonathan E. Kass
President, Crewville, Ltd.

Date February 13, 2000

Operation and Maintenance Agreement
Former Columbus Auto Parts Property
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OHIO ENVIRONMENTAL PROTECTION AGENCY:

By: Christopher Jones
Christopher Jones
Director of Ohio EPA

Date MAR 5 2001

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O and M agreem per OEPA 020201



VOLUNTARY ACTION PROGRAM OPERATION AND MAINTENANCE PLAN

FORMER COLUMBUS AUTO PARTS PROPERTY
575 HUDSON STREET
COLUMBUS, OHIO
(32 Acre Property at the Southwest Corner of Hudson Street and I-71)

Prepared for:
Crewville, Ltd.
The Empire Building
150 East Broad Street
Columbus, Ohio 43215

Prepared by:
SAS Environmental, Inc.
1270 S. Cleveland-Massillon Road
Akron, Ohio 44321

Date: January 23, 2001

FIGURES

Figure 1 - Site Plan and Location of Identified Areas

APPENDICES

APPENDIX A - Risk Mitigation Plan (RMP)

APPENDIX B - Declaration of Restrictions Recorded April 25, 2000

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1.0 INTRODUCTION

On behalf of Crewville, Ltd., one of two current owners of the Property and volunteer (the volunteer), SAS Environmental, Inc. (SAS) has prepared this Operation and Maintenance Plan (O&M Plan) for the former Columbus Auto Parts property, 575 Hudson Street, Columbus, Ohio (the Property). The State of Ohio currently owns the portion of the other Property occupied by the Silver Drive Extension right-of-way along the east side of the Property.

This plan is compliant with Voluntary Action Program (VAP) rules outlined in Ohio Administrative Code (OAC) Rule 3745-300-15. For the purposes of this O&M Plan, references to "Owner" means the volunteer or any person who has assumed the obligations of this O&M Plan through transfer of this plan (with the O&M agreement to this plan) by assignment or in conjunction with acquisition of title to the Property or portion of the Property.

This O&M Plan addresses monitoring requirements and necessary notifications to the Director of the Ohio Environmental Protection Agency (Ohio EPA) for engineering controls and institutional controls necessary to:

1. maintain an acceptable Property-specific remedy that will ensure compliance with the standards set forth in the Phase II Property Assessment (SAS, Feb. 17, 2000) and described within this O&M Plan,
2. assure elimination or mitigation of exposures to all receptors sufficient to meet risk goals and applicable standards,
3. assure the reliability and effectiveness of engineering or institutional controls for the climatic conditions and activities at the Property, and
4. provide a mechanism for monitoring and maintenance of engineering controls and monitoring of institutional controls.

A description of the institutional controls for the Property is provided in Appendix B.

1.1 Synopsis of Property History

The Columbus Auto Parts facility was located on approximately 32 acres of land at the southwest corner of Hudson Street and Interstate 71 in Columbus, Ohio. The Property contained three primary buildings used to house manufacturing process areas and offices. These buildings totaled about 206,000 ft.² under roof and were numbered 1, 1A and 2. An additional 7,750 ft.² laboratory building used to perform physical testing was located in the rear of the Property and was razed prior to 1999. A 75,000 gallon water tower was located at the northeast corner of

Building #2. There were also several minor outbuildings. The water tower and all remaining buildings were removed in late 1999. The concrete floor slabs and foundations were removed during the period of May through June, 2000. Clean concrete from this removal was crushed to produce roughly 10,000 yds³ of aggregate. The Property is currently vacant.

Industrial activities were conducted on the Property from circa 1900 to 1991. The Standard Bolt Company owned and operated the site facilities as the Union Bolt Works from 1914 until 1928, when it was purchased by the Columbus Auto Parts Company (CAP). CAP manufactured front end components for the automotive industry. Industrial activities were abruptly terminated by CAP in 1991 and the Property was abandoned. Following citizen complaints, US EPA Region V performed a Time-Critical Removal Action (TCRA) at the Property in late 1994 to early 1995. The TCRA resulted in the removal of corrosive and oily wastes which included eight petroleum underground storage tanks (USTs), drums of various liquid wastes, PCB-contaminated electrical equipment, an above-ground pressurized ammonia tank, free oils in concrete lined machine pits located within the buildings, and free oils in two concrete lined open pits west of Building #2. In 1996, the Ohio EPA recommended to US EPA Region V that the CAP Property be assigned *No Further Remedial Action Planned* (NFRAP) under CERCLIS.

A VAP Phase I Property Assessment (PA) report prepared by Geoenvironmental Consultants, Inc. (GCI) in October 1999 targeted seventeen (17) Identified Areas (IA's) on the Property. The IA's included oil reclamation pits, machine pits, electrical transformer and capacitor pads, underground storage tanks (USTs), an oil/water separator, rail spurs, a dust collector and wheelabrator area, potential former above ground storage tanks (AGSTs), a loading dock with documented soil lead impacts, the power house, a flammable materials storage area and paint dipping room, barren fill areas, and the gas producer house. The Identified Areas from the Phase I PA report are shown in Figure 1.

SAS performed a Phase II Property Assessment based on the results of the concurrent Phase I PA. Chemicals of concern (COCs) varied between Identified Areas, but generally consisted of suites of organic and inorganic chemicals that included volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), total petroleum hydrocarbons (TPH), polynuclear aromatic hydrocarbons (PAH), metals, and polychlorinated biphenyls (PCBs).

The Phase II PA included collecting 88 shallow (point of compliance) soil samples, installation of 59 soil borings and installation of 30 ground water monitoring wells. Soils underlying the Property were impacted by COCs within numerous IA's. Remedial activities consisting of removal and off-site disposal of soil and/or ground water was performed during the Phase II PA. Approximately 2,365 tons of petroleum contaminated soils were removed from the UST areas (IA's #3 and #5) and those areas subsequently received NFA from BUSTR.

Additionally, soils, water and/or free oils were removed from IA #1 (oil reclamation pits), IA #2 (oil/water separator), IA #7 (Building #1 machine pits), IA #8 (Building #1A machine pits), IA #11 (power house), IA #12 (flammable materials storage building and paint dipping room) and IA #13 (former loading dock). Following remediation in selected areas, soils within the compliance zone of zero to two feet below grade were demonstrated to meet direct contact soil standards for commercial land use across the entire Property.

Five COCs were detected in ground water at levels exceeding the VAP generic unrestricted potable use standard. These COCs consisted of benzo(a)pyrene at 1.1 ug/L in MW-41, lead at 18.5 ug/L in MW-39, chromium and cadmium at 121 ug/L and 5.15 ug/L, respectively, in MW-37, and bis (2-ethylhexyl) phthalate at 12.8 ug/L in MW-26. The locations of these monitoring wells do not reflect the point of compliance (POC) for ground water, which is the Property boundary. Modeling demonstrated that migration of COCs in ground water will not result in exceeding generic unrestricted potable use standards at the POC within at least the next 100 years.

Several features of environmental concern were discovered during the removal of concrete at the Property in May and June, 2000. These "*hidden environmental conditions*" consisted of free oils in the subsoil, concrete vaults filled with oil stained materials, an oil/water separator and a brick lined tunnel partially filled with water and having a thin layer of weathered free oil. All fill, construction materials, impacted soils and liquids were removed from these areas and sampling was conducted of the water recovered from the brick tunnel. An Amendment to the VAP No Further Action Letter dated July 19, 2000 was submitted to the Ohio EPA. The POC for soils and ground water was not breached as a result of the hidden environmental conditions.

"*Supplemental subsurface data*" was generated in April and May, 2000 by Sanborn, Head & Associates (SHA) during geotechnical and "due diligence" sampling on the southern half of the Property. The SHA investigation consisted of installing 12 test pits and 32 soil borings. Five of the borings were converted to ground water monitoring wells and three of the existing monitoring wells were re-sampled on the south portion of the Property. Soil and/or ground water samples were analyzed for VOCs, TPH, PAH and RCRA metals.

Some borings advanced through the heterogeneous fill along the southeast side of the Property encountered concentrations of cadmium, TPH and benzo(a)pyrene exceeding VAP direct contact soil standards. The elevated levels, however, were detected in soil and fill materials at the Property **below** the point of compliance of zero to two foot below the current surface grade (the 2-foot POC). Soil remediation was therefore unnecessary given the 2-foot POC that overlies the detected elevated levels. Ground water samples all met generic unrestricted potable use standards, where such standards exist.

Three PAH compounds, benzo(a)anthracene, chrysene and indeno(1,2,3-cd)pyrene, were detected in ground water in the southeast portion of the site. No generic standards are available for these three compounds under the VAP. Risk-based standards were therefore calculated using equations and default values for ingestion and inhalation exposures to carcinogenic contaminants in water consistent with US EPA Region 9's *Preliminary Remediation Goals*. The results indicate that "worst case" impacts present no significant risk to potential on-Property or off-Property receptors.

1.2 Applicable Standards

Applicable standards for chemicals of concern at the Property were established using the following three sources:

1. VAP generic direct contact soil standards for commercial land use and generic unrestricted potable use standards for ground water promulgated under OAC 3745-300-08,
2. VAP supplemental generic soil standards for commercial land use and ground water standards developed under the VAP Technical Assistance Program, and
3. Property-specific risk based standards developed during the Phase II Property Assessment following VAP risk assessment procedures promulgated under OAC 3745-300-09.

1.2.1 On-Property Commercial Worker Exposures

Soils within the compliance zone of zero to two feet below grade meet the VAP generic direct contact standards or supplemental generic standards for commercial land use across the entire Property. Based on the assumptions used in developing the VAP generic standards, which consider exposure to COCs through ingestion, dermal contact and vapor inhalation pathways, the Property is considered protective of populations associated with commercial land use.

1.2.2 On-Property Construction Worker Exposures

Soils were found to exceed the VAP generic standards for one or more of the following COCs - TPH, benzo(a)pyrene, benzo(a)anthracene, benzo(b)fluoranthene, cadmium and/or lead. These soils all occurred below the compliance zone of zero to two feet below grade. Impacted areas included IA #2 (Former Oil/Water Separator), IA #4 (Transformer/Capacitor Areas), IA #7 (Building #1 Machine Pits), IA #8 (Building # 1A), IA #9 (Building #2), IA #10 (Fuel Tanks West of Power House), IA #11 (Former Power House), IA #12 (Flammable Materials Storage Building and Paint Dipping Room), IA #13 (Former Loading Dock) and IA #15 (Heterogeneous Fill along East Side of Property).

It is assumed that short duration exposures to construction workers may be experienced while excavation is performed for utilities, foundations and detention basins. Exposures to on-Property construction workers were therefore evaluated during the risk assessment performed as part of the voluntary action. The construction worker is assumed to be exposed to the COCs through the direct contact pathway. Based on Ohio EPA's direction, pyrene was used as a surrogate for evaluating TPH exposures. Risk to a construction worker on the Property was determined to be acceptable within the 2-foot POC based on the residual levels of the COCs evaluated in the Property-specific risk assessment. However, due to the long industrial history of the Property, there remains a possibility for isolated areas containing elevated levels of the COCs to exist below the 2-foot POC.

Excavation work below the 2-foot POC presents a risk for direct contact by on-Property workers to the COCs below the 2-foot POC. Therefore, the risk mitigation plan (RMP) provided in Appendix A of this plan will be implemented each time the 2-foot POC is breached. Also, for the purposes of this O&M Plan and the RMP, "subsurface construction activities" means each activity at the Property that breaches the 2-foot POC.

2.0 ENGINEERING CONTROLS

The Phase II Property Assessment concludes that the Property meets all applicable standards in its present condition, which includes an institutional control limiting the Property to commercial uses only, as provided in the recorded Declaration of Restriction, attached as Appendix C. The volunteer intends the Property to be subdivided and commercially developed. Silver Drive is currently being extended along the east side of the Property to 17th Avenue, a Lowes Home Improvement Center (Lowes) will be constructed on the south portion of the Property, and the north portion of the Property will be subdivided into two commercial outlots and access drives.

Based on current design for the Lowes store, the existing grade must be lowered in the parking lot north of the proposed store building. This will result in breaching the 2-foot POC in the vicinity of IA #13. Proposed plans also call for installation of a catch basin, which will result in breaching the two foot POC in the vicinity of IA #15. Additionally, plans for developing the proposed outlots on the north side of the Property are incomplete. Final grading plans could result in breaching the 2-foot POC in other portions of the Property.

An interim remedy/engineering control and a pavement engineering control are appropriate to mitigate potential risks from direct contact with soils impacted by the COCs at the Property. For the purposes of this O&M Plan, "pavement" is defined as concrete and/or asphalt applied in accordance with normal and customary engineering and construction practices. The pavement engineering control envisioned for the future Lowes Property will consist of a barrier in the form of permanent pavements (i.e., a pavement engineering control) in the vicinity of IA-13. This control will be specific to the area of lead and/or petroleum contamination in soil in the former loading dock area (currently on the Lowes portion of the Property), where the 2-foot POC will be breached and an adequate separation is necessary to prevent exposure to soils exceeding applicable standards. The engineering control will serve as a physical barrier to reliably limit direct contact exposures to COCs by on-Property receptor populations.

This O&M Plan specifically calls for a permanent, pavement engineering control. Additional permanent engineering controls different from that described in this O&M Plan may be necessary for other portions of the Property. Proposed engineering controls that are different than the pavement engineering control described in this plan must be reviewed and approved by Ohio EPA prior to implementation. A modification to this plan may be required, as provided in Section 6.3 of this plan.

The interim remedy/engineering control, as provided in Sections 2.1, and 2.3 through 2.8 of this plan, will be implemented during each of the subsurface construction activities until the 2-foot POC is restored. The interim remedy/engineering control described in this O&M Plan will be implemented for all portions of the Property where the 2-foot POC is breached prior to installing a permanent engineering control.

All pavement engineering controls must meet the requirements of Section 2.2 of this O&M Plan. Areas of the Property where the 2-foot POC is breached must meet the interim remedy/engineering control requirements of Section 2.1, and 2.3 through 2.8 of this O&M Plan until such time that the 2-foot POC is restored or these areas have been demonstrated to meet the requirements of Section 2.2.

2.1 Interim Remedy/Engineering Control – for Subsurface Construction Activities During Property Redevelopment

The pavement engineering control planned for the Lowes portion of the Property is not expected to be complete at the time the Covenant Not to Sue is issued because other subsurface construction activities, including regrading, have not yet begun. The interim remedy/engineering control and pavement engineering control need not be implemented until the 2-foot POC at the Property is breached. The interim remedy/engineering control will be implemented upon breach of the 2-foot POC to address the risks associated with exposure to COCs below the 2-foot POC. The interim remedy will remain in effect until such time that the permanent remedy in the form of a pavement engineering control is completed, or the 2-foot POC of “clean” soils is restored.

The interim remedy/engineering control that will be implemented during subsurface construction activities is as follows:

1. address risks of exposure to COCs to construction workers on the Property by implementing the Risk Mitigation Plan (RMP) provided in Appendix A, and providing notice to contractors and construction workers at the Property who may perform subsurface construction activities – see sections 2.6 through 2.8 of this plan;
2. reduce the likelihood of direct exposure to COCs and reduce dust emissions by installing a minimum 6-inch thick layer of clean soil across the area requiring the interim remedy during the interim remedy period. When appropriate, security fencing will also be adequately installed to prevent access to an open excavation or another area of subsurface construction activity; and
3. implementing the activities provided in sections 2.3 through 2.9 of this plan.

The Interim remedy/engineering control must be implemented at all areas of the Property where the 2-foot POC is breached prior to restoring the 2-foot POC with “clean” soils or installing a permanent remedy in the form of the pavement engineering control.

The time frame for completion of the pavement engineering control or restoring the 2-foot POC will be two (2) years from the date of the initial breach of the 2-foot POC, for each

parcel or portion of the Property redeveloped. Ohio EPA will allow up to two 180-day extensions to this 2-year requirement, provided the Owner requests the extensions through the Director of Ohio EPA within 30-days prior to the deadlines. The two extensions will not invoke procedures for modifications to the O&M Plan or the O&M Agreement as described in the O&M Agreement.

2.2 Pavement Engineering Control

Any pavement engineering control installed at the Property must reliably preclude exposure to the COCs in soil by on-Property and off-Property receptors through ingestion, dermal contact and inhalation of suspended particles.

A pavement engineering control will be installed in the vicinity of the former loading dock area identified as IA #13 in the Phase II Property Assessment. Soils below the 2-foot POC in this area contain concentrations of lead and polynuclear aromatic hydrocarbons (PAH) exceeding applicable standards. The undercut for the proposed parking lot will result in breaching the 2-foot POC by as much as 12-inches. Following development, IA #13 will lie below an asphalt paved parking lot north of the proposed Lowes building.

Although not anticipated at this time, the pavement engineering control also may be installed at other portions of the Property.

2.2.1 Performance Criteria for Pavement Engineering Controls

Any pavement engineering control installed at the Property shall meet the following performance criteria: (1) reliably preclude exposure by means of ingestion of, dermal contact with, and inhalation of suspended particulates from urban fill and impacted soils at the Property by resident adult and child receptor populations at the Property; and (2) reliably limit leaching of chemicals of concern from urban fill and impacted soils to groundwater underlying the Property.

All pavements which do not meet the construction specifications described in this section are considered unsuitable as a pavement engineering control. Pavement materials such as tar, which can undergo significant deformation when hot, are considered to be an unsuitable pavement engineering control. However, the use of "crack seal" is suitable to eliminate cracks, fissures in the asphalt which compromise the structural integrity of the cover.

Any pavement engineering control employed at the Property shall consist of a minimum of three inches of asphalt or concrete, in addition to an appropriate thickness of clean engineered fill (aggregate, or other suitable material) in accordance with the

intended pavement use, using either the Ohio Department of Transportation Specifications found in Location and Design Manual, Volume I, Roadway Design (Section 805.3), and/or best professional or industrial practices.

2.2.2 Location of Installed Pavement Engineering Control

The pavement engineering control may be installed at one or more locations at the Property to maintain compliance with VAP applicable standards. Within 60 days after each installation of a pavement engineering control, the Owner will submit to the Agency written notice of the installation in accordance with Section 6.1 of this plan. The surveyed map will also be used to conduct inspections and repairs of the pavement engineering control, in accordance with Section 5 of this plan.

2.3 Soil Management Issues

Impacted soils below the 2-foot POC in portions of the Property are well documented in the Phase II Property Assessment. Chemicals of concern detected in soil in concentrations exceeding applicable standards include lead, cadmium, TPH, benzo(a)pyrene, benzo(a)anthracene and benzo(b)fluoranthene.

All contractors, subcontractors and maintenance personnel reasonably anticipated to be involved with subsurface construction activities, such as subsurface construction activity or surface grading at the Property will be provided with the Risk Mitigation Plan presented in Appendix A to this O&M Plan and the notice as provided in sections 2.6 through 2.8 of this plan.

All work associated with subsurface construction activities will be performed to minimize the mixing of impacted and unimpacted soils to the maximum extent practical. All soils except those containing free oils may be placed back into the excavation in the same area from which they were removed. The excavation backfill will be compacted to match the density of the surrounding soil in order to minimize the potential for the utility trench to cause contaminant migration. Except where the pavement engineering control is located, the upper two feet of soil must meet applicable standards.

Current design calls for backfill in utility trenches to consist of recompacted native soils, which typically consist of a silt/clay matrix. However, if granular bedding is used as backfill in utility trenches, modeling or some other demonstration must be performed to establish that migration along the bedding will not cause contaminant migration beyond the Property boundaries. This demonstration must be provided to the Ohio EPA by the Owner in a construction activity report as described in Sections 5.4 and 6.2 of this O&M Plan.

The potential exists for soils to exceed applicable standards on the Property, both inside and outside of Identified Areas. Excavated soils within cut areas must therefore be inspected to assure that impacted soils are not mixed with unimpacted soils, and that soils within the resulting point of compliance meet applicable standards. Accordingly, an environmental inspector must be present on the Property to examine all cut areas prior to installing surface cover (i.e., stone and/or pavements), and to inspect excavated soils prior to reusing the soils as fill.

The inspector must be a qualified environmental professional or construction manager with requisite site experience in environmental investigations, remediation and/or construction activities involving hazardous substances and/or petroleum. The inspector will work under the direction of a VAP Certified Professional.

Soils may be segregated based on qualitative evidence of contamination (e.g., discolorations, sheens, odors and anthropogenic influences). Excavated soils must be visually inspected for contamination, and may be reused as fill if, in the Certified Professional's opinion, no evidence of contamination exists. Soils from these same areas which show qualitative evidence of contamination must be adequately characterized through sampling and analysis prior to reuse or disposal.

Where contaminated soils are encountered during excavation, these soils may be reused as fill only within the area of contamination and below the 2-foot POC.

Soils that are identified to contain contamination by petroleum products less than saturation, e.g. are recognized by visual observations and/or the presence of odors, will be managed appropriately to minimize run-off, dust, and exposure through direct contact or inhalation by at a minimum placing the soils on 6-mil plastic sheeting, berming and covering with additional plastic or placing the soils into a roll-off box or other suitable container. Open excavations will be secured to prevent access or exposure by on-Property or off-Property receptors, e.g., by using cover soil and/or fencing.

In addition, all soils near "IA-13" within the area shown on the map attached hereto as Appendix C, will be managed in the same manner as those soils identified to contain contamination by petroleum products or free oils, until representative soil sampling demonstrates that lead or other COC contamination does not exist in the soils above VAP applicable standards. The area requiring special soil handling shown in Appendix C will be surveyed and clearly marked prior to excavation activities occurring in that area.

For the purposes of this O&M Plan, IA-13 includes an extension of the area of the IA-13 evaluated in the Phase II Property Assessment. Representative samples of soils excavated along, from, at or near the boundaries of IA-13 will be submitted to a laboratory for total lead analysis, to confirm that lead does not exceed applicable standards. The representative soil sampling will continue for soils excavated from outside of IA-13 until the sampling results confirm that no lead (or other COC contamination) above VAP applicable standards exists in these soils. If the

representative soil sampling shows that lead (or other COC contamination) exceeding VAP applicable standards exists in soils outside of IA-13, then the soils will also be managed as previously described under this section.

Following excavation and/or site grading activities, soils across the Property within zero to two feet of final grade must continue to meet applicable standards, or an engineering control must be installed such that the 2-foot POC for soil is maintained. If excavated soil is to be disposed of off-site, the ultimate disposition of the soil must be based on a waste characterization analysis.

2.4 Collection and Management of Free Oils

Free oils (a.k.a., free petroleum product or separate phase product) were discovered in localized areas at the Property during sampling associated with the Phase II Property Assessment, and during subsequent concrete removal activities. These liquids generally appear as thick, discolored residue and frequently occur in excavations with ground water or trapped water. Isolated pockets of free oils may be encountered during future excavation activities at the Property.

Free oils, if any, encountered during construction activities must be containerized and disposed of in accordance with state, local and federal environmental laws and regulations. A vacuum truck may be used to withdraw liquids, and the liquids must be disposed of or recycled at a facility licensed to accept such waste, or may be taken to an appropriate recycling facility. Free oils may not be mixed with soils for the purposes of reuse or disposal.

Following withdrawal of free oil from the excavations, the excavation must remain open, and will be secured as provided in Section 2.3, for at least 48-hours and all free oil which re-accumulates will be removed. The open excavation must not re-accumulate any free oil for a period of at least 48-hours, and must be approved by a qualified environmental professional meeting the qualifications outlined in this Section prior to backfilling.

2.5 Collection and Management of Ground Water and Storm Water in Trenches

Due to documented impacts by COCs to ground water below the Property, ground water, if any, encountered during construction activities and requiring removal from the excavation will be contained, characterized and disposed of in accordance with local, state and federal laws and regulations.

Similarly, due to documented impacts by COCs to soils in Identified Areas below the Property, any storm water collecting in excavations extending below the 2-foot POC must be contained, characterized and disposed of in accordance with local, state and federal laws and regulations.

Storm waters collecting on the ground surface within grades constituting the existing zero to two foot point of compliance may be discharged to natural drainage features, provided that adequate protection (such as rip-rap or other measures) is furnished to prevent soil erosion. Such discharges must meet all local, state and federal laws and regulations.

2.6 Information to Be Provided to Contractors

When contractors are engaged in subsurface construction activities and are reasonably expected to be exposed to the subsurface (i.e., below the 2-foot POC) in any area of the Property, the Owner will take the following special precautions and provide each contractor with the following information relevant to the Property, and provide each contractor with a copy of the Risk Mitigation Plan presented in Appendix A.

The Property and Identified Areas are shown in Figure 1. As described in Section 1.2.2, concentrations of COCs were discovered in soils below the 2-foot POC in ten of the seventeen IA's. Additionally, "*hidden environmental conditions*" such as free oils, stained materials and buried structures were discovered in locations outside of these IA's during the removal of concrete from the former buildings. The construction worker may be exposed through ingestion or dermal contact with soils, free oils, or other such contamination from the COCs at the Property.

The Risk Mitigation Plan applies to "subsurface construction activities," throughout all areas of the Property.

The contractor must prevent mixing of impacted and unimpacted soils, and must manage impacted soils as described in Section 2.3 of this O&M Plan. Free oils must be recovered and handled as described in Section 2.4 of this O&M Plan. Excavations from which free oils are removed must remain oil-free for at least 48-hours prior to filling. Ground water and storm water in trenches must be recovered and handled as described in Section 2.5 of this O&M Plan.

2.7 Precautions That Each Contractor Must Require of Its Construction Workers

Each contractor shall communicate the information contained in the Risk Mitigation Plan presented in Appendix A to this O&M Plan to its employees and subcontractors who work at the Property.

The contractor shall, by contract with the Owner or any agent of the Owner, require each construction worker to perform the following minimum precautions, which are considered to effectively limit the potential risk. These precautions are derived from the more extensive list of criteria outlined in the Risk Mitigation Plan in Appendix A.

1. Wear clothing that limits the skin area available for exposure.
2. Frequently wash hands, especially before eating, smoking, chewing gum or tobacco, or other activities that involve contact between a persons's hands and items to be ingested.
3. Wash hands and the skin area prior to applying cosmetics, creams, ointments or other topical solutions.
4. Avoid direct contact to the greatest practical extent between the skin and impacted soils and ground water.
5. Minimize the suspension of dust and specify dust control measures.
6. Undertake any appropriate precautions necessary to comply with the applicable standards for the Property as described in Section 1.2 of this O&M Plan.

Each construction contract at the Property shall prohibit exposure of any unprotected person to the impacted soils and/or ground water for periods greater than 120 days within a one year period, in accordance with the Property-specific risk assessment.

2.8 Protection of Employees and the General Public

The Property is expected to be subdivided and the various subparcels may be developed during different time periods. During subsurface construction activities and installation of the pavement engineering control, the Owner will take precautions to ensure that the general public and employees of facilities at the Property are not unnecessarily exposed to impacted soils and/or water. Such precautions may include fencing, security guards, or other precautions necessary to effectively and reliably limit exposures. These measures may consist of or supplement the interim remedy/engineering control, as appropriate to protect against exposure.

The Property will be subdivided into subparcels and may be developed in various stages; therefore, any subparcel may be opened to the public once the final remedy has been implemented on that parcel. However, no portion of the Property will be opened to access by the general public or commercial employees until the interim remedy/engineering control, pavement engineering control or 2-foot POC is restored for that portion of the Property.

3.0 INSTITUTIONAL CONTROLS

The following institutional controls were established as part of the permanent remedy for the Property under the Voluntary Action Program. The "Amended and Restated Declaration of Restrictions on the Use of Property and Extraction of Groundwater" (hereafter referred to as the Declaration of Restrictions) recorded in the Franklin County Recorder's Office on April 25, 2000, is attached to this O&M Plan in Appendix C. The institutional controls incorporated into the Declaration of Restrictions are summarized below. All institutional controls are intended to remain with the Property and bind future owners of the Property.

3.1 Ground Water Use Restriction

Ground water below the Property is impacted by benzo(a)pyrene, lead, chromium, cadmium and bis(2-ethylhexyl)phthalate at levels exceeding the VAP generic unrestricted potable use standards (UPUS). The ground water is defined Class A under VAP Rule OAC 3745-300-10; ground water is therefore required to meet UPUS at the Property boundary. This condition is demonstrated in the Phase II Property Assessment, both currently and in future modeled predictions.

The restriction on the extraction of ground water in the Declaration of Restrictions was instituted to prevent direct exposure of on-site populations to impacted ground water below the Property. The restriction prohibits the extraction of ground water from the Property for any use, potable or otherwise, except for investigation or remediation of ground water.

3.2 Land Use Restriction

The Property can be used only for commercial land uses, as defined in the Declaration of Restrictions in Appendix C. The commercial land use is intended to be coupled with continuing operation and maintenance of the engineering controls described in this O&M Plan, which prevent direct contact with impacted soils below the 2-foot POC at the Property. This restriction applies to the entire Property.

4.0 NORMAL OPERATION AND MAINTENANCE OF ENGINEERING CONTROLS AND MAINTENANCE OF INSTITUTIONAL CONTROLS

The Property is considered adequately maintained when the 2-foot POC for soil is maintained in areas lying outside of the pavement engineering control, provided the engineering controls described in Section 2.0 are not breached. The following sections prescribe the inspection, reporting and response procedures necessary to ensure that institutional and engineering controls instituted at the Property are adequate to maintain compliance with applicable standards.

4.1 Schedule of Inspection Events

Scheduled inspections for the interim remedy/engineering control, which will be in place only during construction, will occur at least once a week or until the 2-foot POC is restored or the pavement engineering control is in place. Scheduled inspections for the pavement engineering control will occur in the spring (April through May) of each calendar year. Scheduled inspections will not be performed when snow cover, rainfall or other climatological conditions could interfere with observation of breaches in the engineering control.

Unscheduled inspections may be conducted at any time, but inspections are required to be performed when the Owner or its designated inspector knows, or has reason to suspect any breach of any engineering control or violation of an institutional control relied upon at the Property. Unscheduled inspections may vary in thoroughness from partial to complete inspection. Scheduled and unscheduled inspections shall be performed in accordance with the procedures described in Sections 4.2, 4.3 and 4.4 of this O&M Plan.

4.2 Inspection of Engineering Controls

Visual inspections at the Property are necessary to ensure that the engineering controls meet their stated purposes. The purposes of the visual inspections are to note the presence of any identified areas of damage and/or breaches that may compromise the integrity of any engineering control at the Property, and to note activities that are inconsistent with the institutional controls on the Property.

4.2.1 Interim Remedy/Engineering Control

Visual inspection of the interim controls during construction activities will be performed on at least a weekly basis, or at any time the Owner or its designated representative, has cause to believe the interim remedy/engineering control may need repair.

The temporary soil cover constituting the interim remedy/engineering control will be inspected for breaches that would permit access to soils below the 2-foot POC to workers, trespassers or the general public, and ensure that adequate cover is present to reduce dust emissions.

4.2.2 Pavement Engineering Control

The area to be examined during the scheduled inspections will encompass the pavement engineering control. Breaches of pavement engineering controls include, but are not limited to, any indication of cracks or deterioration which compromises the structural integrity of the pavement as described in Section 2.3 and that could allow direct contact with underlying impacted soils.

4.3 Inspection of Institutional Controls

Visual inspections at the Property will be conducted on an annual basis to ensure that the institutional controls employed at the Property, as described in the Declaration of Restrictions referred to in Section 3.0, are maintained. The purpose of the visual inspection is to note the presence of any conditions or activities (ground water use, new subsurface enclosed structures, or construction activities) that may be inconsistent with such institutional controls, so that measures may be taken to prevent noncompliance.

4.4 Inspection Responses

During inspections performed in accordance with this Section, all breaches in the pavement engineering control, as defined under Section 4.2, or activities inconsistent with institutional controls, as defined under the Declaration of Restrictions referred to in Section 3.0, shall be detailed in an Inspection Form.

The Inspection Form shall include the date and time of inspection, the area inspected and person(s) performing the inspection. The Owner shall submit a completed Inspection Form to Ohio EPA, in accordance with Section 6.2 of this O&M Plan. Unscheduled inspections which reveal a breach of an engineering control or violation of an institutional control shall result in submitting to Ohio EPA a completed Inspection Form.

If, during any scheduled or unscheduled inspection, a breach is identified, the breach area shall be physically marked (e.g., circled using spray paint and/or barricaded) and shall remain marked until such time as the necessary repairs are made in accordance with Section 5.1 of this O&M Plan.

All inspection documentation shall be kept on file by the Owner at the time of inspection for a minimum of five (5) years from the date of the inspection. Prior to the destruction of any inspection documents, the Owner shall notify Ohio EPA by Certified Mail of its intention to destroy the documents.

The Owner shall provide Ohio EPA a time period of ninety (90) days within which Ohio EPA may notify the Owner by Certified Mail of its intention to acquire and retain such documents (Record Acquisition and Retention Notice). If Ohio EPA notifies the Owner of its intention to acquire and retain the documents, Ohio EPA shall arrange for the procurement of such documents from the Owner within a time period not to exceed ninety (90) days from the date of receipt of the Record Acquisition and Retention Notice. The Certified Professional(s) shall retain all records relating to the Property for a period of ten (10) years.

5.0 MAINTENANCE AND REPAIRS

The following section discusses the requirements for maintenance and repairs of the 2-foot POC and engineering controls, and specifically addresses:

1. the repair of the pavement engineering control, the interim remedy/engineering control or the 2-foot POC undertaken in response to the requirements of Section 4.4 (inspections) of this O&M Plan, and
2. the restoration of the pavement engineering control, interim remedy/engineering control or 2-foot POC when compromised or breached, post Property redevelopment.

5.1 Repairs in Response to Inspection

Any breach and/or damage to the pavement engineering control, the interim remedy/engineering control, or the 2-foot POC shall be repaired promptly, but no later than 60 days from discovery of the breach, weather permitting. The timing of repairs may be subject to favorable weather and/or construction conditions.

Appropriate methods of repair include, but are not limited to, patching or replacement of the pavement engineering control, or any other means by which any breached engineering control, the interim remedy/engineering control or 2-foot POC once again meets all the prescriptive criteria in Section 2.0 of this O&M Plan.

Replacement of any engineering control with an alternative engineering control, or engineering control not consistent with the current configuration is prohibited, unless this O&M Plan is modified in accordance with the O&M Agreement. The Owner will document the date of completion of each repair and, if not repaired as of the date the annual report is submitted to the Ohio EPA pursuant to Section 6.2 of this O&M Plan, an estimated date of completion shall be provided.

Safety measures taken and work performed during construction or repair activities will be consistent with the requirements of this O&M Plan and with all applicable Occupational Safety and Health Administration (OSHA) laws and regulations. Information concerning subsurface materials and chemical composition have been summarized in the Risk Mitigation Plan found in Appendix A to this O&M Plan. It will be the contractor's responsibility in accordance with an agreement with the Owner, to develop a specific health and safety program incorporating all applicable guidelines and regulations, as required.

5.2 Maintenance and Repair of the 2-foot POC and/or the Pavement Engineering Control – Post Redevelopment

The Owner will promptly repair or replace the pavement engineering control, the interim remedy/engineering control or the 2-foot POC, if damaged or breached, such that the requirements of Section 2.0 of this O&M Plan are met.

Safety measures taken and work performed during maintenance or repair activities shall be consistent with the requirements of this O&M Plan and with all applicable OSHA laws and regulations, as required.

For subsurface construction activities occurring after the initial redevelopment of the Property (or its later subdivided parcels), the Owner will implement Section 2.0. As provided in Section 2.0 of this plan, subsurface construction activities are defined as those activities that require access to the subsurface at depths below the 2-foot POC.

5.3 Post Subsurface Construction and Post Repair Inspection

All repairs and/or subsurface construction activity disturbing or which may have disturbed the 2-foot POC, the pavement engineering control or the interim remedy/engineering control performed in accordance with Sections 2.0, respectively, of this O&M Plan shall be inspected within 30 days following completion of the event to ensure that all engineering controls employed at the Property meet the requirements of Section 2.0 of this O&M Plan.

A report of all post repair inspection results shall be submitted to the Ohio EPA in accordance with Sections 5.4 and 6.2 of this O&M Plan, and shall be kept in the files of the Owner at the time of inspection for at least five (5) years. A report of all inspection results following maintenance of the pavement engineering control, the interim remedy/engineering control or 2-foot POC shall be maintained in accordance with the documentation requirements described in Section 5.4 of this O&M Plan.

5.4 Documentation

All subsurface construction activities and repairs shall be documented and submitted to Ohio EPA in accordance with Section 6.2, unless otherwise reported in Section 6.1, of this O&M Plan. Preparing and submitting the documentation is the responsibility of the Owner. At a minimum, documentation must include the following:

1. identification of the event as a repair or subsurface construction activity,
2. beginning and ending dates of the event (for a repair, the dates are the inspection date and repair date),

6.0 REPORTING AND NOTIFICATIONS TO OHIO EPA

6.1 Reporting Requirements for Installation of Pavement Engineering Controls

Within sixty (60) days after completing the installation of each pavement engineering control on the Property, the Owner will submit to Ohio EPA written notice containing at a minimum the following:

1. the surveyed location and dimensions of each installed pavement engineering control,
2. a description of the engineering control, including the type and thickness of pavements and subbase materials,
3. the results of any sampling and analysis used to determine the limits of soils exceeding applicable standards over which the engineering control is installed,
4. the results of waste characterization analysis and manifests demonstrating appropriate waste disposal for all excavated soils exceeding applicable standards,
5. a demonstration that the granular bedding, if used as fill during the redevelopment, will not cause contaminant migration beyond the Property boundaries, as provided in Sections 2.3 and 2.4,
6. a map identifying the location(s) of any additional soil contamination encountered during the implementation of this O&M Plan that is authorized to remain in-place in accordance with the provisions set forth herein, and
7. an affidavit from the Owner and other persons with knowledge, attesting that all information for the given reporting period has been submitted, and that the information is truthful, accurate, and complete.

6.2 Annual Reporting Requirements for Implementation of Operation and Maintenance Plan

Unless otherwise reported under Section 6.1, the following information will be reported to Ohio EPA on an annual basis within sixty (60) days of completion of the annual spring inspection event, and will include all information which arose since the time of the last annual report, or the date of the O&M Agreement for the initial report (i.e., the reporting period):

1. all documentation required under Section 4.0 of this O&M Plan,
2. all documentation required under Section 5.4 of this O&M Plan,
3. summary and notifications provided to parties identified in Section 2.6 of this O&M Plan,
4. the date of the initial breach of the 2-foot POC for each parcel,
5. a map identifying the location(s) of any additional soil contamination encountered during the implementation of this O&M Plan that is authorized to remain in-place in accordance with the provisions set forth herein,
6. a cover letter summarizing all activities involving the implementation and maintenance of the engineering controls, and of the institutional controls, employed at the Property during this reporting period, and
7. an affidavit from the Owner and other persons with knowledge, attesting that all information for the given reporting period has been submitted, and that the information is truthful, accurate, and complete.

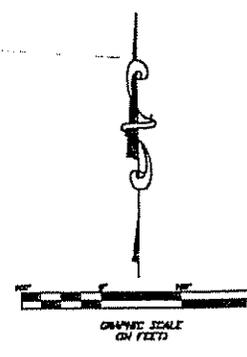
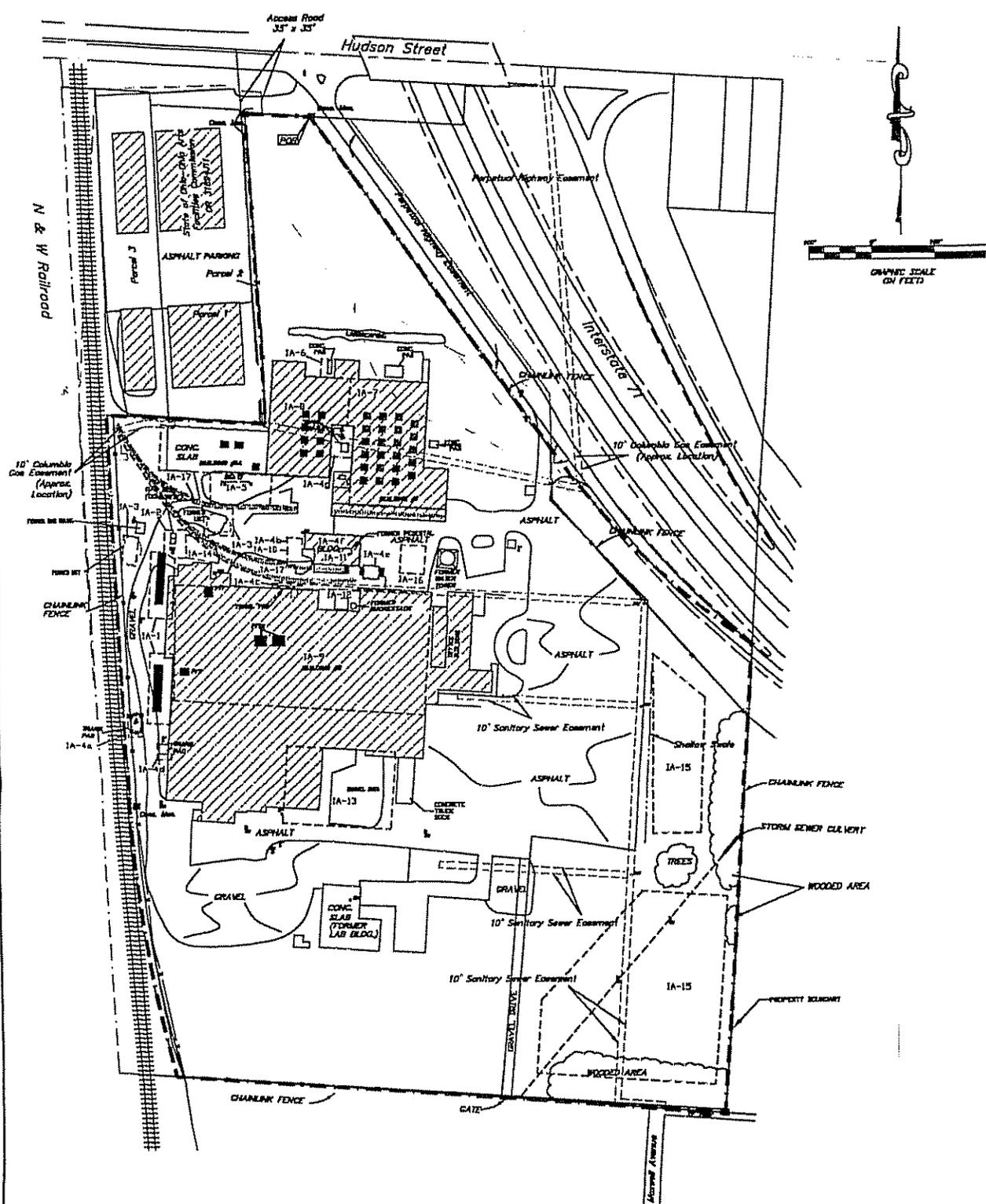
6.3 Notification and Prior Approval of Proposed Modifications to Operation and Maintenance Plan

Any proposed modification to this O&M Plan will be submitted by the Owner for approval by the Director of the Ohio EPA, and the approval received pursuant to the O&M Agreement prior to implementation of any proposed modification.

Any construction activity which will not and does not result in a change in the coverage, materials, configuration or type of engineering controls described herein is considered a normal repair of existing engineering controls and is not a modification as defined under this O&M Plan.

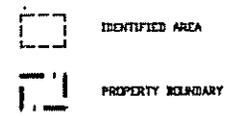


FIGURE



IDENTIFIED AREAS

- | | | | |
|------|---|-------|--|
| IA-1 | FORMER OIL RECLAMATION PITS WEST OF BUILDING #2 | IA-8 | BUILDING #1A |
| IA-2 | OIL-WATER SEPARATOR NEAR NORTHWEST CORNER OF BUILDING #2 | IA-9 | BUILDING #2 - AREAS OF MACHINE PITS, PARTS WASHER, GALVANIZING & HEAT TREATING |
| IA-3 | FORMER GASOLINE LST'S | IA-10 | FUEL TANKS WEST OF POWER HOUSE |
| IA-4 | FORMER TRANSFORMER/CAPACITOR AREAS | IA-11 | POWER HOUSE |
| | IA-4a - TRANSFORMER PAD ALONG WEST PROPERTY LINE | IA-12 | PAINT STORAGE AREA, PAINT DIPPING ROOM NORTH OF BUILDING #2 |
| | IA-4b - TRANSFORMER PAD WEST OF POWER HOUSE | IA-13 | LOADING DOCK AREA SOUTH OF BUILDING #2 |
| | IA-4c - TRANSFORMER PAD NORTH OF BUILDING #2 | IA-14 | MATERIAL STORAGE AREA CONCRETE PAD NORTH OF BUILDING #2 |
| | IA-4d - TRANSFORMER PAD WEST OF BUILDING #2 | IA-15 | FILL AREA/AREAS OF BARE SOIL ON EASTERN PORTIONS OF PROPERTY |
| | IA-4e - TRANSFORMER AREA SOUTHEAST OF POWER HOUSE | IA-16 | FORMER GAS PRODUCER HOUSE AT NORTHEAST CORNER OF BUILDING #2 |
| | IA-4f - CAPACITORS IN POWER HOUSE | IA-17 | FORMER RAIL SPURS ON PROPERTY |
| | IA-4g - TRANSFORMER PADS BETWEEN BUILDING 1 & 1A | | |
| IA-5 | FORMER LST'S CONTAINING DIESEL AND CUTTING OIL SOUTH OF BUILDING 1A | | |
| IA-6 | DUST COLLECTOR/WHEELABRATOR AREA NORTH OF BUILDING #1A | | |
| IA-7 | BUILDING #1 - MACHINE PITS | | |





S A S
ENVIRONMENTAL, INC.

FIGURE 1
PROPERTY BOUNDARIES AND IDENTIFIED AREAS

COLUMBUS AUTO PARTS
HUDSON ST. & 1-71
COLUMBUS, OHIO

PREPARED BY: E. LAMB DATE: 02/26/92 PROJECT:

RISK MITIGATION PLAN:

PRECAUTIONS FOR AVOIDING POTENTIAL HEALTH RISKS DURING EXCAVATION WORK BELOW TWO FEET

**Former Columbus Auto Parts Property
575 Hudson Street
Columbus, Ohio
January 10, 2001**

This document is intended to provide information regarding readily avoidable potential health risks which may result from contact (i.e., incidental ingestion, direct dermal contact, and inhalation) with "Subsurface" soil (defined as soil or fill two or more feet below existing grade) at the "Property" (i.e., the site of the Former Columbus Auto Parts facility). The Property boundaries are defined in the attached Figure 1. This document provides information to be included in the Chemical Hazards portion of a subsequent Health and Safety Plan (HASP) developed relative to excavation activities at the Property.

This Risk Mitigation Plan (RMP) must be implemented whenever excavation or construction activities occur at two or more feet below existing surface grade at the Property (a.k.a. the 2-foot POC, as provided in the O&M Plan for the Property). For the purposes of this RMP, the term "Owner" meets the description of Owner provided in Section 1.0 of the O&M Plan. If activities at the Property are conducted which require implementation of this RMP, the Owner will notify Ohio EPA in writing within thirty (30) days after implementation.

The Subsurface in some areas of the Property, most notably but not limited to fill deposits along the east side of the Property (Identified Area 15 in Figure 1), were found to contain elevated levels of Total Petroleum Hydrocarbons (TPH; generally associated with oil or other petroleum based fuels). Isolated areas of Subsurface soil may contain levels of TPH exceeding saturation limits and manifesting themselves as pockets of separate phase product (i.e., small pools of free oil). Subsurface soil in Identified Area 13 (Figure 1) contains elevated levels of lead, TPH, benzo(a)anthracene, benzo(b)fluoranthene and benzo(a)pyrene. Subsurface soil in Identified Area 15 contains elevated levels of TPH, cadmium and benzo(a)anthracene. The potential for encountering lead, cadmium, TPH, benzo(a)anthracene, benzo(b)fluoranthene and benzo(a)pyrene contamination in the Subsurface at the Property has resulted in the preparation of this RMP, which outlines precautions needed to reduce the likelihood of human exposure with these substances.

In addition to the worker precautions provided herein, to protect against worker exposure to contaminated soils at the Property, the Owner will take all necessary precautions to prevent mixing of contaminated Subsurface soils with the unimpacted surface soils during construction activities (i.e., soil at a depth of 0-2 feet must be prevented from becoming contaminated with the Subsurface soil). These measures will prevent exposure to Subsurface soil contamination after completion of excavation activities.

The implementation of this RMP is the responsibility of the Owner.

POTENTIAL HEALTH RISKS

Health Effects of Contaminants

TPH (total petroleum hydrocarbons) is composed of a mixture of a wide range of hydrocarbons derived chiefly from crude petroleum. Petroleum hydrocarbons are absorbed into the body following inhalation, ingestion, or dermal contact. Depending upon the specific constituents present in TPH, exposure can cause headache, nausea, mental confusion, central nervous system depression, and respiratory tract irritation.

The TPH present at the Property is composed largely of the heavier petroleum hydrocarbon fractions. Insufficient evidence exists to determine the potential carcinogenicity of these constituents in either animals or humans. Because measures of total TPH are not chemical specific, the Ohio VAP recommends modeling TPH exposure using pyrene as a surrogate. Pyrene is not considered carcinogenic. However, exposure of mice to pyrene produced effects on the kidney, including renal changes and decreased kidney weights.

Specific components of TPH were detected at the site at elevated levels, including benzo(a)anthracene, benzo(b)fluoranthene, and benzo(a)pyrene. These compounds are part of a group of chemicals called polynuclear aromatic hydrocarbons (PAHs). Exposure to these chemicals can occur by dermal contact or by inhalation when PAHs are attached to dust and other airborne particles. PAHs enter the body quickly, and the rate of adsorption is increased when they are present in oily mixtures. PAHs are stored in the kidneys, liver and fat, with smaller amounts in the spleen, adrenal glands, and ovaries. PAHs that enter the body are eliminated in a few days through feces and urine.

PAHs, including benzo(a)anthracene, benzo(b)fluoranthene, and benzo(a)pyrene, may reasonably be anticipated to be carcinogens. No information has been found about specific levels of these compounds that may cause adverse health effects in humans. The National Institute for Occupational Safety and Health (NIOSH) has recommended a workplace exposure limit to PAHs of 0.1 mg/m³. The Occupational Safety and Health Administration has set a legal limit of 0.2 mg/m³ of air for all PAHs.

Lead is a nonnutrient metal that follows environmental pathways similar to those of nutrient metals such as calcium and is incorporated into the human body through ingestion and inhalation. Lead is absorbed into the blood stream, and the bloodstream then distributes it to other body tissues.

Acute exposure to lead can cause a variety of adverse health effects in humans. At relatively low levels of exposure, these effects may include interference with red blood cell chemistry, delays in normal physical and mental development in babies and young children, slight deficits in the attention span, hearing, and learning abilities of children, and slight increases in the blood pressure of some adults. It appears that some of these effects, particularly changes in the levels of certain blood enzymes and in aspects of children's neurobehavioral development, may occur at blood lead levels so low as to be essentially without a threshold. Chronic exposure to lead has been linked to cerebrovascular and kidney disease in humans. Lead has the potential to cause cancer from a lifetime of exposure.

Cadmium occurs naturally in zinc, lead, copper and other ores and presence in the environment above naturally occurring levels is associated with metal processing industries. Cadmium is a non-nutrient metal that follows environmental pathways similar to those of nutrient metals such as calcium. It is incorporated into the human body through ingestion and inhalation. Short term, acute exposure to cadmium can cause nausea, vomiting, diarrhea, muscle cramps, salivation, sensory disturbances, liver injury, convulsion, shock, and renal failure. Long-term exposure can damage the kidney, liver, bone, and blood. Cadmium is also associated with an increased risk of lung cancer in humans through the inhalation pathway.

Exposure Assumptions

Since TPH generally comprises numerous compounds, toxicity data are not available for this chemical of concern. Ohio Environmental Protection Agency (OEPA) recommends assuming that all measured TPH in the soil consists of pyrene. The use of pyrene is considered a relatively conservative approach to estimate the potential adverse health effects from exposures to TPH. Lead toxicity was evaluated using the Lead Risk Assessment Spread Sheet from the California Department of Toxic Substances Control, as recommended by the OEPA.

Exposure to contaminated Subsurface soil via incidental ingestion or direct dermal contact could result in adverse health effects if routine, common-sense precautions (as described herein) are not taken. Incidental ingestion and direct contact can occur when exposure to Subsurface soils occurs, such as when construction workers perform excavation. Exposure via inhalation of vapors or particulates (dust) does not contribute significantly to the risk of adverse health effects from TPH contamination in soil; however, inhalation is a factor in the health risk posed by lead contamination in soil.

The potential for chemicals in the Subsurface to impact human health is estimated using two measures of potential health effects; (1) potential cancer risk and (2) potential for other (non-cancer) adverse health effects.

- Potential cancer risk is estimated as a probability of developing cancer resulting from exposure to chemicals present in the Subsurface. *Potential cancer risks from exposure to Subsurface soils exceeding regulatory target levels were not identified for the Property.*
- The potential for non-cancer health effects is estimated by comparing estimated exposure levels (i.e., estimated daily dose) to an exposure level or dose that has been found to be safe (i.e., without adverse effects from daily exposure). *The estimated health risk posed by exposure to contaminated Subsurface soil assumes that no precautions (such as those described herein) are taken to prevent or mitigate exposure to Subsurface soil.*

Exposures to workers resulting from excavation in the contaminated Subsurface of the Property which are identified as contributing to potential adverse health risks are defined below:

Incidental ingestion of subsurface soil – Incidental soil ingestion may occur as a result of Subsurface soil adherence to the hands followed by hand-to-mouth contact (i.e., during eating or smoking), or as a result of Subsurface soil adherence to food or smoking materials exposed to the soil. Construction/excavation workers exposed to the Subsurface

are assumed to ingest soil containing the maximum detected concentration of TPH (using pyrene as a surrogate to represent the potential toxicity of TPH) and lead in the Subsurface.

Direct dermal contact with subsurface soil – Dermal contact may occur as a result of direct contact with the Subsurface soil (i.e., touching the Subsurface soil) or as a result of deposition of suspended Subsurface soil (dust) on the skin. Construction/excavation workers working in the Subsurface are assumed to wear long-pants, short-sleeved shirts, and no gloves thus exposing their head, neck, forearms and hands to the maximum detected concentration of TPH and lead in the Subsurface.

Inhalation of Dust – Inhalation of contaminated soil particles may occur during excavation activities if site conditions are dry and dust levels are permitted to elevate. Construction/excavation workers in the contaminated Subsurface are assumed to breathe dust contaminated at the maximum detected concentration of TPH and lead in the Subsurface (see Figure 1).

PRECAUTIONS TO MITIGATE RISKS

The potential for adverse health effects is readily avoidable through simple, easy to perform, common-sense “Precautions” as defined in this section of the RMP. Other precautions which either limit direct contact between the Subsurface soil and people with access to this soil, or lessen the time after contact that the Subsurface soil remains on the skin, will also reduce the potential for adverse health effects. Specific Precautions to be taken at this property are provided as follows:

- Wear clothes that limit the skin area available for contact with the Subsurface soil. Examples of such clothing include gloves, hard hats, long sleeve shirts, and long pants.
- Wash hands frequently and always before eating, smoking, chewing gum or tobacco, or other activities that involve contact between the hands and items to be placed in the mouth. This will prevent the spread of any Subsurface soil on the hands to the items being placed in the mouth.
- Do not apply ointments, cream, make-up or other substances before washing both the area to which the substance is to be applied and, if the substance is to be applied by hand, the hands. The application of such substances can provide a mechanism by which soil can be trapped next to the skin. Also, do not apply such substances in the general area of where the Subsurface soil is exposed, especially if there is visible dust as a result of excavation or other activities.
- Cover cuts, scrapes and other open skin areas. Injured skin allows compounds in the Subsurface soil to be more readily absorbed into the body than intact skin.
- Wash hands and other exposed areas, especially those areas with visible dirt, before leaving the work site for extended periods of time. This limits the amount of time that the Subsurface soil is potentially in contact with the skin, thereby reducing the amount of the chemicals that can be absorbed through the skin.

- Change work clothes shortly after leaving the Property, especially those work clothes having either visible dirt or made damp through sweat or other liquids. Wash such clothes prior to wearing them again. Gloves and other such items that come into direct contact with the Subsurface soil should also be washed, if possible.
- Wash hair and other portions of the body shortly after leaving the work site for the day. Dirt and dust that contain TPH and/or lead can settle in the hair and spread by contact between the hands and the hair. Dirt and dust can also infiltrate under and through clothing, especially clothing becoming wet or sweaty.
- Generally avoid direct contact between the skin and the contaminated Subsurface soils at the Property.
- Minimize the suspension of dust to the degree possible and specify measures to be taken for minimizing dust.
- Undertake any other appropriate precautions necessary to comply with Applicable Standards, including executing the interim remedy/engineering control as described in the Operation and Maintenance Plan prepared for the Property.

HOW TO HANDLE CONTAMINATED SOIL AND WATER¹

Subsurface soils contaminated with TPH to levels that may pose an exposure risk to workers will be visually apparent and characterized by oil saturated conditions such that free oil can be seen within the soil. Lead and cadmium contamination in soil will not be visually apparent. In Identified Area 13 (see attached Figure 1) all soils below two feet of existing grade of should be considered contaminated with lead and handled as stated herein. All Subsurface water (whether ground water, surface run-on, or trapped water) that is in contact with Subsurface soils as described herein must be considered contaminated water and, if removed, must be characterized and properly disposed of at a licensed waste disposal facility.

Under no circumstances shall free oil be intentionally mixed with other soil or materials for the purpose of reuse or disposal. Contaminated soil and water must be handled in the following manner:

Reuse of Soil as Engineered Fill – Contaminated soil may be reused as engineered fill, provided the following conditions are observed:

1. the soils remain within the same area of contamination from which they were excavated,
2. the soils are used as a source of borrow material for filling and grading activities (excavation and backfilling for the sole purpose of disposing of contaminated soils is not permitted),
3. backfilled soils within zero to two feet of final grade are not contaminated, and

¹This is an incomplete summary of certain requirements contained in Section 2.0 of the O&M Plan for the Property; this Plan is not intended to not replace the requirements of the O&M Plan.

4. excavated contaminated soils must be covered to prevent exposure in accordance with section 2.0 of the O&M Plan for the Property.

-OR-

Dispose of Soil at a Licensed Disposal Facility – Contaminated soils may be excavated and removed from the Property provided that they are properly characterized and disposed of in accordance with applicable laws and regulations.

Oil and Contaminated Water – A vacuum truck, holding tank and pump, or similar means may be used to withdraw contaminated water and/or free oil from the subsurface. The liquids must be transported off-site for disposal or recycling in accordance with applicable laws and regulations. Free oil must be initially recovered from open excavations, and any oil subsequently re-accumulating in the excavation must be also recovered. The excavation must remain open for a minimum period of forty-eight (48) hours and have no re-accumulation of free oil prior to backfilling.

The Ohio EPA Central Office must be notified in writing within 60 days of removing any contaminated soil, water, or liquids from the Property. Such notification must include the amount of material removed and manifests documenting proper disposal.

INFORMATION TO BE PROVIDED TO SITE Property WORKERS

Whenever workers at the Property are reasonably expected to be exposed to the Subsurface soils, water or free oils at the Property, the Owner is responsible for communicating the following information to each worker:

1. The fact that the Subsurface may contain lead, cadmium, polynuclear aromatic hydrocarbons and/or TPH contamination that could cause adverse health affects.
2. Precautions to mitigate exposure to such contamination must be implemented as described in this Risk Mitigation Plan.
3. Clear guidance for handling contaminated soils, water or free oils encountered during excavation, and for implementing the precautions as described in this Risk Mitigation Plan.

A copy of this RMP must be provided by the Owner to each contractor engaged in activities that may reasonably be expected to result in exposure to the Subsurface at the Property.

ACTIONS TO BE TAKEN IF SIGNIFICANT EXPOSURES OCCUR

The concentration and extent of contaminated materials at the Property was thoroughly assessed during the voluntary action. However, due to the long industrial history of the Property, there remains a possibility for isolated areas containing highly contaminated materials below the zero to two foot depth range. The exposure levels anticipated in the risk assessment may be exceeded under these circumstances.

Whenever significant exposures to contaminated materials are suspected to have occurred at the Property, the following steps must be taken:

- Immediately remove and decontaminate all personnel.
- Provide medical surveillance monitoring as needed for personnel.
- Restrict access to the contaminated area.
- Perform sampling and analysis as required to determine levels of personal protective equipment, decontamination of personnel and equipment, training needs, medical surveillance and waste management requirements, prior to resuming work at the Property .

APPENDIX B
Legal Description and Location of Planned Pavement Engineering Control

5. Notice of Use Restrictions Upon Conveyance. Any instrument hereafter conveying an interest in the Property or any portion of the Property shall contain a recital acknowledging this Restated Declaration and providing the recording location of this Restated Declaration upon such conveyance substantially in the following form:

"The real property described herein is subject to the Amended and Restated Declaration of Restrictions on the Use of Property and Extraction of Groundwater made by Crewville, Ltd. dated April 19, 2000, and filed for record with the Franklin County Recorder on April _____, 2000 in the Franklin County Official Records as Instrument No. _____ as if the same were fully set forth herein."

6. Restrictions to be Binding and Run with the Land. The above restrictions shall run with the land and shall be binding and inure to the benefit of all current owners, and all successors and assigns, of the Property, or any portion thereof, including any leasehold interests thereon.

7. Enforcement. The restrictions set forth above may be enforced by a legal or equitable action brought in a court of competent jurisdiction by one or more of the following parties; (a) any party referenced in Paragraph 6 above; (b) the Ohio Environmental Protection Agency; or (c) any other party with an interest in the Property, the Covenant Not To Sue, or which may incur liability as a result of any failure to comply with this Restriction. Any delay on the part of any of the foregoing parties to take any action to enforce compliance with these Restrictions shall not bar any subsequent enforcement with respect to any failure of compliance in question, nor shall any delay or failure on the part of any of the foregoing parties to take any action to enforce compliance with these Restrictions be deemed a waiver of the right of any such party to take any such action with respect to any future failure of compliance.

8. Miscellaneous. If any one or more provisions of these Restrictions is found to be unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. These Restrictions shall be governed by and interpreted in accordance with the laws of the State of Ohio, and, specifically, Ohio Revised Code Chapter 3746 and the rules adopted thereunder. All headings used herein are for convenience and shall not be used to interpret or qualify the terms of these Restrictions.

IN WITNESS WHEREOF, Crewville, Ltd. has caused this instrument to be executed effective as of _____ day and year first set forth above.

Signed and acknowledged
in the presence of:

Thomas R. Davis
Print Name: Thomas R. Davis

Nannette C. Buel
Print Name: Nannette C. Buel

CREWVILLE, LTD., an Ohio limited
liability company

By: CAP Partners, Ltd., an Ohio limited liability
company, its managing member

Franklin E. Kass
By: Franklin E. Kass, Manager

STATE OF OHIO
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this 19th day of April, 2000, by Franklin E. Kass, Manager of CAP Partners, Ltd., an Ohio limited liability company ("CAP Partners"), on behalf of CAP Partners and on Cap Partners' behalf as the managing member of Crewville, Ltd., an Ohio limited liability company, on behalf of Crewville, Ltd.

Janette C. Buel
Notary Public



JANETTE C. BUEL
Notary Public, State of Ohio
My Commission Expires 12-31-02

This instrument prepared by:
T. R. Davis, Esq.
Continental Real Estate Companies
150 East Broad Street, Suite 305
Columbus, Ohio 43215

32.345 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, Lot 22, Quarter Township 4, Township 1, Range 18, United States Military Lands and being that tract as conveyed to B-W Associates LLC of record in Instrument Number 199903220070157, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and described as follows:

Beginning at a concrete monument found in the southerly right-of-way line of Hudson Street as conveyed to the City of Columbus in Deed Book 2237, Page 270, said monument being at the northwesterly corner of Perpetual Highway Easement Parcel No. 11 for Interstate 71 as recorded in Franklin County Common Pleas Court Entry 203810;

thence with the perimeter of said City of Columbus tract, the northerly perimeter of said Parcel No. 11 and the northerly perimeter of Parcel No. 11-LA of said Court Entry 203810, the following courses:

South 86° 23' 18" East, a distance of 240.41 feet to a point;

North 03° 36' 42" East, a distance of 62.00 feet to a point;

South 89° 38' 08" East, a distance of 141.23 feet to a point;

North 03° 36' 42" East, a distance of 30.00 feet to a point in the centerline of said Hudson Street, being the northeasterly corner of said City of Columbus tract;

thence South 86° 23' 18" East, with said centerline, being a northerly line of said Parcel 11-LA, a distance of 189.48 feet to the northeasterly corner thereof;

thence with the easterly perimeter of said Parcel 11-LA, the following courses:

South 03° 21' 57" West, a distance of 215.00 feet to a point;

South 21° 55' 11" East, a distance of 399.23 feet to a point;

South 03° 23' 18" West, a distance of 448.31 feet to a point 0.09 feet northerly and 0.23 feet easterly of a concrete monument found at the southeasterly corner thereof, being the northwesterly corner of that tract as conveyed to the State of Ohio Expositions Commission of record in Official Record 32051B12;

thence South 03° 23' 18" West, with the westerly line of said State of Ohio Expositions Commission tract, a distance of 632.93 feet to a point 0.53 feet easterly of a concrete monument found in the northerly line of a tract owned by the State of Ohio and being in the northerly line of a 10 foot alley as shown on the plat entitled "Wilnis Summit Addition" of record in Plat Book 8, Pages 10A, 10B, being the southwestly corner of said State of Ohio Expositions Commission tract;

32.345 ACRES

-2-

thence North 86° 09' 23" West, with the northerly line of said State of Ohio Expositions tract, a distance of 867.08 feet to an iron pin found in the easterly line of the N & W Railroad;

thence with said easterly railroad line, the following courses:

With a curve to the right, having a central angle of 13° 24' 45" and a radius of 1875.00 feet, a chord bearing and distance of North 09° 32' 14" West, 437.92 feet to a concrete monument found at a point of tangency;

North 02° 49' 55" West, a distance of 634.52 feet to an iron pin set;

thence South 86° 21' 30" East, continuing with said railroad line and the southerly line of Parcels 1-3 as conveyed to the State of Ohio-Ohio Arts Facilities Commission of record in Official Record 31894J11, a distance of 246.21 feet to an iron pin found at the southeasterly corner of said parcel 3;

thence with the easterly line of said Parcel 3, the following courses:

North 02° 50' 37" West, a distance of 142.30 feet to an iron pin found;

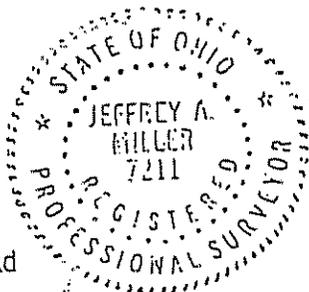
North 03° 40' 10" West, a distance of 357.62 feet to a concrete monument found at the northeasterly corner thereof, being in the southerly line of said City of Columbus tract;

thence South 86° 23' 18" East, with the southerly line of said City of Columbus tract, a distance of 104.92 feet to the point of beginning and containing 32.345 acres of land, more or less, of which 7.680 acres reside in the right-of-way of Interstate 71, leaving a net acreage of 24.665 acres of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

The bearings herein are based on North 03° 58' 15" West as determined between Monuments Frank 62 and Frank 62 AZ.

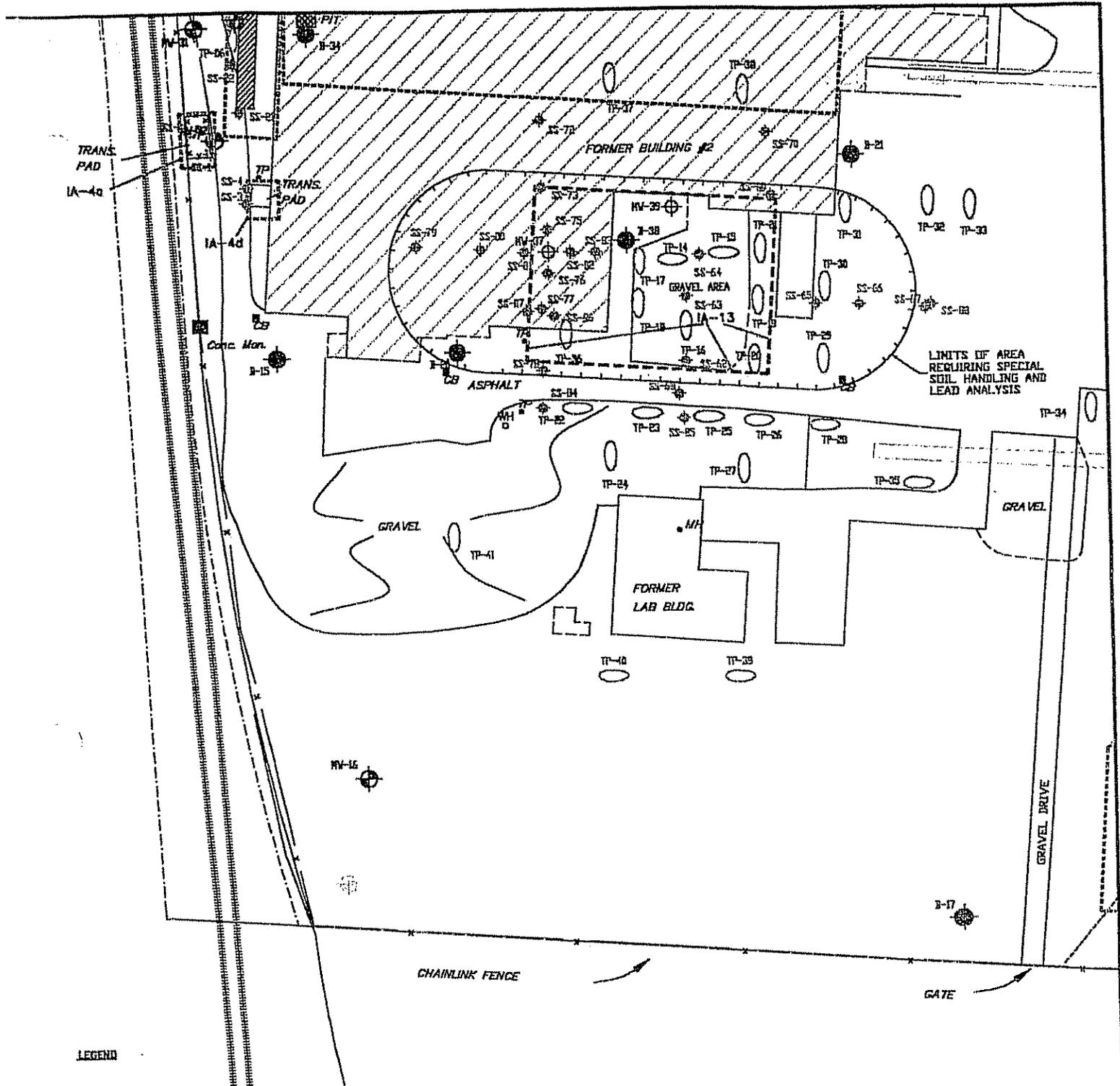
EVANS, MECHWART, HAMBLETON & TILTON, INC.



JAM:kd

Jeffrey A. Miller 5-12-99
Jeffrey A. Miller
Registered Surveyor No. 7211

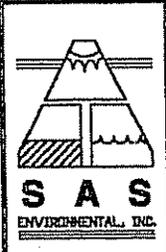
APPENDIX D
Area Surrounding IA-13 Requiring Special Soil Handling and Testing



LIMITS OF AREA REQUIRING SPECIAL SOIL HANDLING AND LEAD ANALYSIS

LEGEND

| | | |
|--|---|--|
| MV-19 | VAP MONITORING WELL | FORMER BML SIDINGS (ON SITE) |
| MV-11 | FORMER MONITORING WELL (REMOVED DURING SOIL EXCAVATION OR DESTROYED DURING SITE DEMOLITION) | WATER HYDRANT |
| MONITORING WELL (NO VAP WELL FROM PREVIOUS ASSESSMENT) | | OIL RECOVERY PITS (FILLED) |
| B-38 | VAP SOIL BORING | MACHINE PITS (FILLED) |
| MH | MANHOLE COVER | STRUCTURES PRESENT ON SITE JULY 1999 (NO LONGER PRESENT) |
| CB | CATCH BASIN | SHALLOW SOIL SAMPLE (0-2 FEET) |
| TP | TELEPHONE POLE | TEST PIT (NOT TO SCALE) |
| | | OIL RESIDUE (SCRAPED) SAMPLE |
| | | IA-13 LOADING DOCK AREA SOUTH OF BUILDING #2 |



APPENDIX D
COLUMBUS AUTO PARTS
 HUDSON ST. & I-71
 COLUMBUS, OHIO

PREPARED BY: K LAMB DATE: 01/10/01 PROJECT: 8992133

CONTAINMENT AREA
0.549 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, Lot 22, Quarter Township 4, Township 1, Range 18, United States Military Lands, being all out of that tract of land as conveyed to Crewville Ltd. of record in Instrument Number 199906070144361, (all references being to the records of the Recorder's Office, Franklin County, Ohio) and being described as follows:

Beginning, for reference, at the Grantor's northwesterly corner;

thence South $86^{\circ} 07' 09''$ East, with Grantor's northerly line, a distance of 249.57 feet to a point;

thence South $03^{\circ} 52' 51''$ West, crossing Grantor's tract, a distance of 81.54 feet to the True Point of Beginning for this description;

thence crossing the Grantor's tract, the following courses and distances:

South $86^{\circ} 15' 39''$ East, a distance of 189.99 feet to a point;

South $03^{\circ} 44' 21''$ West, a distance of 125.95 feet to a point;

North $86^{\circ} 15' 39''$ West, a distance of 189.99 feet to a point; and

North $03^{\circ} 44' 21''$ East, a distance of 125.95 feet to the True Point of Beginning and containing 0.549 acre of land, more or less.



CONSULTING ENGINEER 18
GAB

SCALE 1" = 100'

NOV. 15, 2000

Original Toledo, Columbus & Ohio
River Railroad Company

Original Sandusky & Columbus
Short Line Railway Company



State of Ohio
(Ohio Expositions Commission)
OR 32051B12

PLANS OF CENTRAL COLUMBUS/19991510/CONTAINMENT

AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS ON THE
USE OF PROPERTY AND EXTRACTION OF GROUNDWATER

CONNOR LAND TITLE BU
7

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS (the "Restated Declaration") is made this 19th day of April, 2000 by CREWVILLE LTD., an Ohio limited liability company, whose address is 150 East Broad Street, Suite 800, Columbus, Ohio 43215 ("Declarant").

1. Amendment and Restatement of Original Declaration. This instrument is recorded by Crewville, Ltd., owner of the real property described in Attachment A (the "Property"), to amend and restate in its entirety the Declaration of Restrictions on the Use of Property and Extraction of Groundwater by Crewville, Ltd. dated February 2, 2000, as filed for record on February 2, 2000 as Instrument No. 200002020023646, Recorder's Office of Franklin County, Ohio (the "Original Declaration"). This Restated Declaration shall supersede the Original Declaration in its entirety. The Original Declaration is hereby cancelled and released in its entirety.

2. Purpose. The purpose of this Restated Declaration is to establish restrictions on the use of the Property and upon the extraction of ground water on and underlying the Property, as part of the process of obtaining from Ohio EPA a Covenant Not To Sue under Ohio EPA's Voluntary Action Program established by Chapter 3746, Ohio Revised Code, and implementing regulations appearing at Ohio Administrative Code Chapter OAC 3745-300.

606 X7

3. Restrictions on Use of the Property. Effective upon issuance of a Covenant Not to Sue from the Ohio EPA in accordance with Ohio Revised Code Chapter 3746, and for so long as such Covenant Not to Sue remains in full force and effect, the Property shall be used only for commercial uses, as defined in OAC 3745-300-08(B)(2)(c)(ii), as effective December 16, 1996. That paragraph provides as follows:

"(ii) Commercial land use category. Commercial land use is land use with potential exposure of adult workers during a business day and potential exposures of adults and children who are customers, patrons or visitors to such facilities. Commercial land use includes potential exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil and ingestion of soil. Exposures to soil on the property must be short and infrequent. The current or intended use of the property includes, but is not limited to facilities which supply goods or services and are open to the public. Examples of commercial land uses include, but are not limited to: warehouses; building supply facilities; retail gasoline stations; automobile service stations; automobile dealerships; retail warehouses; repair and service establishments for appliances and other goods; professional offices; banks and credit unions; office buildings; retail businesses selling food or merchandise; hospitals and clinics; religious institutions; hotels; motels; personal service establishments; and parking facilities."

4. Restriction on the Extraction of Ground Water. Effective upon the issuance of a Covenant Not to Sue from the Ohio EPA in accordance with Ohio Revised Code Chapter 3746, and for so long as such Covenant Not to Sue remains in full force and effect, neither the Declarant (the current owner), its successors or assigns, nor any subsequent purchasers or transferees, shall extract the ground water located in, on or underlying the Property. Notwithstanding any of the foregoing provisions, ground water may be extracted from the Property upon, and subject to any conditions contained in, the prior written consent of the Ohio Environmental Protection Agency that such extraction will not result in the revocation of the Covenant Not to Sue.

TRANSFERRED
NOT NECESSARY

APR 21 2000
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT
[Signature]
FRANKLIN COUNTY, OHIO

32.345 ACRES

-2-

thence North 86° 09' 23" West, with the northerly line of said State of Ohio Expositions tract, a distance of 867.08 feet to an iron pin found in the easterly line of the N & W Railroad;

thence with said easterly railroad line, the following courses:

With a curve to the right, having a central angle of 13° 24' 45" and a radius of 1875.00 feet, a chord bearing and distance of North 09° 32' 14" West, 437.92 feet to a concrete monument found at a point of tangency;

North 02° 49' 55" West, a distance of 634.52 feet to an iron pin set;

thence South 86° 21' 30" East, continuing with said railroad line and the southerly line of Parcels 1-3 as conveyed to the State of Ohio-Ohio Arts Facilities Commission of record in Official Record 31894J11, a distance of 246.21 feet to an iron pin found at the southeasterly corner of said parcel 3;

thence with the easterly line of said Parcel 3, the following courses:

North 02° 50' 37" West, a distance of 142.30 feet to an iron pin found;

North 03° 40' 10" West, a distance of 357.62 feet to a concrete monument found at the northeasterly corner thereof, being in the southerly line of said City of Columbus tract;

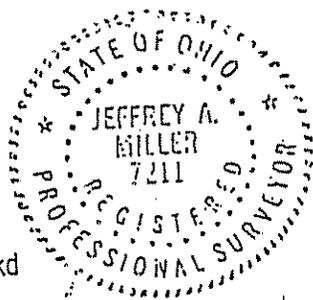
thence South 86° 23' 18" East, with the southerly line of said City of Columbus tract, a distance of 104.92 feet to the point of beginning and containing 32.345 acres of land, more or less, of which 7.680 acres reside in the right-of-way of Interstate 71, leaving a net acreage of 24.665 acres of land, more or less;

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

The bearings herein are based on North 03° 58' 15" West as determined between Monuments Frank 62 and Frank 62 AZ.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Jeffrey A. Miller 5-12-99
Jeffrey A. Miller
Registered Surveyor No. 7211



JAM:kd



State of Ohio Environmental Protection Agency

STREET ADDRESS:

Lazarus Government Center
122 S. Front Street
Columbus, Ohio 43215

TELE: (614) 644-3020 FAX: (614) 644-2329

MAILING ADDRESS:

P.O. Box 1049
Columbus, OH 43216-1049

March 5, 2001

CERTIFIED MAIL

Mr. Jonathan E. Kass
Crewville, Ltd.
150 East Broad Street
Columbus, Ohio 43215

**RE: Issuance of Covenant Not To Sue for the Former Columbus Auto
Parts Property (00NFA084)**

Dear Mr. Kass:

I am happy to inform you that on March 5, 2001, the Director of the Ohio Environmental Protection Agency ("Director") issued a Covenant Not To Sue ("Covenant") to Crewville, Ltd. for the Former Columbus Auto Parts property located at 575 Hudson Street, Columbus, Ohio. The Covenant was issued as Final Findings and Orders pursuant to Ohio Revised Code ("ORC") Chapter 3746 and Ohio Administrative Code ("OAC") Chapter 3745-300. You will find the certified copy of the Covenant enclosed, as well as the two duplicate originals of the Operation and Maintenance Agreement that you requested.

Upon the issuance of these Findings and Orders, and subject to the conditions outlined in the Covenant, Ohio EPA covenants not to sue and releases Crewville, Ltd., and its agents, employees, shareholders, officers, directors, successors and assigns, and successors and assigns of the property, from all civil liability to the State of Ohio to perform additional investigational and remedial activities at the property for the releases of hazardous substances or petroleum identified in the Phase I and Phase II Property Assessments completed in accordance with ORC Chapter 3746 and OAC Chapter 3745-300.

The issuance of the Covenant is a final action of the Director and will be public noticed in accordance with OAC 3745-47-07. The action may be appealed to the Environmental Review Appeals Commission ("Commission"). The appeal must be in writing and set forth the action complained of and the grounds upon which the appeal is based. The appeal must be filed with the Commission within thirty (30) days after notice or issuance of the

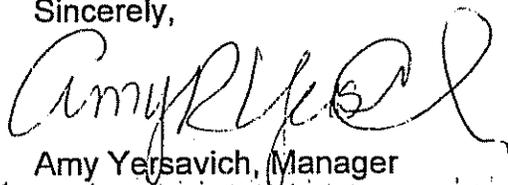
Bob Taft, Governor
Maureen O'Connor, Lieutenant Governor
Christopher Jones, Director

Crewville, Ltd.
Former Columbus Auto Parts Property
Page 2

must be filed with the Commission within thirty (30) days after notice or issuance of the action. (See ORC 3745.04 and 3745.07.) A copy of the appeal must be served on the Director within three (3) days after the appeal is filed with the Commission. The appeal may be filed with the Commission at 236 East Town Street, Room 300, Columbus, Ohio 43215.

Many parties within the agency, Crewville, Ltd., SAS Environmental, Inc., as well as Lowe's, worked hard to remove the environmental barriers associated with redeveloping this property. Congratulations on the issuance of this Covenant. If you have any questions or concerns, please feel free to contact me at (614) 644-2285.

Sincerely,



Amy Yersavich, Manager
Division of Emergency and Remedial Response
Voluntary Action Program

Enclosure

cc: Mark Butler, Certified Professional, SAS Environmental Inc.
Jim Smith, Certified Professional, SAS Environmental Inc.
Dave Northrop, Esq., Samuels & Northrop
Terry Finn, Esq., Roetzel & Andress
Sue Kroeger, Legal Office
CO DERR-VAP Files

TO BE RECORDED IN DEED RECORDS,
PURSUANT TO R.C. 317.08(A)

AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF FRANKLIN) ss:

Before me, the subscriber, a Notary Public in and for the State of Ohio, personally appeared Zona L. Clements or Tonya R. Jackson, who, being duly sworn according to law, deposes and says that: (i) she is employed as a records management officer in the Legal Office of the Ohio Environmental Protection Agency ("Ohio EPA") and, as such, is authorized to sign this Affidavit on behalf of Ohio EPA; and (ii) the attached document is a true and correct copy of the Covenant Not to Sue/Director's Final Findings and Orders issued by the Director and entered in the Ohio EPA Director's Journal on March 5, 2001 regarding the property known as Former Columbus Auto Parts Property, located at 575 Hudson Street in Columbus, Franklin County, Ohio, and further described in Exhibit 1 of the attached Covenant Not to Sue.

Zona L. Clements or Tonya R. Jackson
Zona L. Clements or Tonya R. Jackson
Records Management Officer
Ohio EPA Legal Office

Sworn to and subscribed before me, a Notary Public in and for the State of Ohio, this 5th day of March, 2001.



SUSAN C. KROEGER
Attorney at Law
Notary Public
State of Ohio
Lifetime Commission

[Signature]
Notary Public
State of Ohio

Permanent Commission
No expiration, R.C. 147.03

This instrument prepared by:
Susan C. Kroeger, Attorney
Ohio EPA Legal Office
P.O. Box 1049
Columbus, Ohio 43216-1049



IRREVOCABLE STANDBY LETTER OF CREDIT NO. CINS124159

FEBRUARY 13, 2001

BENEFICIARY:

CREWVILLE, LTD., AN OHIO LIMITED LIABILITY COMPANY
C/O JONATHAN E. KASS, PRESIDENT
150 EAST BROAD ST., SUITE 800
COLUMBUS, OHIO 43215

WE HEREBY AUTHORIZE YOU TO DRAW ON FIRSTAR BANK, N.A.,
425 WALNUT STREET, CINCINNATI, OHIO 45202, FOR THE
ACCOUNT OF OUR CLIENT, UP TO THE AGGREGATE AMOUNT OF
USD40,000.00 (FORTY THOUSAND AND 00/100 UNITED STATES
DOLLARS) AVAILABLE BY YOUR DRAFT(S) AT SIGHT ACCOMPANIED
BY THE FOLLOWING DOCUMENT(S):

- (A) THE ORIGINAL OF THIS LETTER OF CREDIT, AND
- (B) CERTIFICATION BY THE BENEFICIARY THAT THE
FUNDS DRAWN ARE TO BE USED BY THE BENEFICIARY
TO COMPLY WITH THE O&M PLAN APPROVED BY OHIO
EPA AND THE O&M AGREEMENT WITH OHIO EPA
PERTAINING TO THE REDEVELOPMENT OF THE
FORMER COLUMBUS AUTO PARTS PROPERTY, 575
HUDSON AVE., COLUMBUS, OHIO.

ALL BANK CHARGES OTHER THAN THOSE OF FIRSTAR BANK, N.A.
ARE FOR THE ACCOUNT OF THE BENEFICIARY.

EACH DRAFT MUST STATE THAT IT IS "DRAWN UNDER FIRSTAR
BANK, N.A. LETTER OF CREDIT NO. CINS124159 DATED
FEBRUARY 13, 2001." THIS CREDIT AND ALL DOCUMENTS
SPECIFIED MUST ACCOMPANY THE DRAFT(S). WE WILL REMIT THE
AMOUNT CLAIMED BY YOU IN ACCORDANCE WITH YOUR INSTRUCTIONS.

WE HEREBY AGREE WITH YOU THAT ALL DRAFT(S) DRAWN UNDER
AND IN STRICT COMPLIANCE WITH THE TERMS OF THIS CREDIT
WILL BE DULY HONORED IF PRESENTED AT FIRSTAR BANK, N.A.,
GLOBAL SERVICES DIVISION, 425 WALNUT STREET, 2ND FLOOR,
MAIL LOCATION CN-WN-02GS, CINCINNATI, OHIO 45202 NO LATER
THAN FEBRUARY 28, 2002 USA.

CANCELLATION OF LETTER OF CREDIT PRIOR TO EXPIRATION: THIS
LETTER OF CREDIT (AND AMENDMENTS, IF ANY) MUST BE RETURNED
TO US FOR CANCELLATION WITH A STATEMENT PURPORTEDLY SIGNED
BY THE BENEFICIARY STATING THAT THE LETTER OF CREDIT IS NO

*** CONTINUED ON NEXT PAGE ***



State of Ohio Environmental Protection Agency

STREET ADDRESS:

Lazarus Government Center
122 S. Front Street
Columbus, Ohio 43215

TELE: (614) 644-3020 FAX: (614) 644-2329

MAILING ADDRESS:

P.O. Box 1049
Columbus, OH 43216-1049

MEMORANDUM

TO: Shelley Wilson, Administrator, Tax Equalization Division, Dept. of Taxation
Daryl Hennessy, Manager, Office of Tax Incentives, Dept. of Development

FROM: Christopher Jones, Director, Ohio Environmental Protection Agency

DATE: MAR 5 2001

RE: Covenant Not to Sue Issued to Crewville Ltd., for the Former Columbus Auto Parts Property

As Director of the Ohio Environmental Protection Agency, I certify that Crewville, Ltd., has performed investigational and remedial activities at the property listed below and has been issued a Covenant Not to Sue under the authority of Ohio Revised Code (ORC) Chapter 3746. This information is being provided in satisfaction of ORC 5709.87(B). **Please note, however, due to prior tax increment financing arrangements between Crewville, Ltd. and the City of Columbus, Crewville, Ltd. is requesting not to receive any tax exemption resulting from this voluntary action. Crewville, Ltd.'s February 12, 2001 request is attached for your reference.**

Property name: Former Columbus Auto Parts Property

Property address: 575 Hudson Street, Columbus, Ohio 43211

Parcel number(s): 010-076538 (for original, 32.35 acre parcel)

County: Franklin

Taxing District: Lot No. 22 of the 4th quarter of the first Township of the 18th Range of the United States Military Lands, Franklin County; City of Columbus

Date Covenant Not to Sue Issued: MAR 5 2001

Attached also, for your information, is a copy of the legal description of the Property.

Bob Taft, Governor
Maureen O'Connor, Lieutenant Governor
Christopher Jones, Director

Memorandum to Ms. Wilson and Mr. Hennessy
Page 2

If additional information regarding the property or the voluntary action is required, I suggest you first contact Jonathan Kass, President of Crewville, Ltd., or Jim Smith or Mark Butler, the Certified Professionals for the property, at (330) 666-1546. In the alternative, you can contact Don Vogel with the Ohio Environmental Protection Agency at (614) 644-4826.

Attachments

cc: Jonathan Kass, President, Crewville, Ltd.
Jim Smith, SAS Environmental, Inc.
Mark Butler, SAS Environmental, Inc.

rev. 011/8/00



LEGAL DESCRIPTION

**21.884 ACRE
CREWVILLE, LTD. PROPERTY**

21.884 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, Lot 22, Quarter Township 4, Township 1, Range 18, United States Military Lands, and being the remainder of that tract as conveyed to Crewville, Ltd. of record in Instrument Number 199906070144361, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and described as follows:

Beginning, for reference, at a concrete monument found in the southerly right-of-way line of Hudson Street as conveyed to the City of Columbus in Deed Book 2237, Page 270, said monument being at the northwesterly corner of Perpetual Highway Easement Parcel No. 11 for Interstate 71 as recorded in Franklin County Common Pleas Court Entry 203810, said monument being in a northerly line of that 10.461 acre tract as conveyed to the State of Ohio (Ohio Expositions Commission) of record in Instrument Number 200004250079990;

thence North $86^{\circ} 23' 18''$ West, with said southerly right-of-way line, a northerly line of said 10.461 acre tract, a distance of 71.95 feet to an iron pin set at the northwesterly corner of said 10.461 acre tract, the True Point of Beginning;

thence with the westerly perimeter of said 10.461 acre tract, the following courses:

South $02^{\circ} 39' 34''$ East, a distance of 38.64 feet to an iron pin set at a point of curvature;

with a curve to the left, having a central angle of $52^{\circ} 14' 44''$, a radius of 228.00 feet, a chord bearing and distance of South $28^{\circ} 46' 48''$ East, a distance of 200.78 feet to an iron pin set at a point of tangency;

South $54^{\circ} 54' 09''$ East, a distance of 132.43 feet to an iron set at a point of curvature;

with a curve to the right, having a central angle of $75^{\circ} 00' 00''$, a radius of 57.00 feet, a chord bearing and distance of South $17^{\circ} 24' 09''$ East, 69.40 feet to an iron pin set at a point of tangency;

South $20^{\circ} 05' 51''$ West, a distance of 71.16 feet to an iron pin set at a point of curvature;

with a curve to the left, having a central angle of $80^{\circ} 17' 27''$, a radius of 136.00 feet, a chord bearing and distance of South $20^{\circ} 02' 52''$ East, 175.37 feet to an iron pin set at a point of reverse curvature;

with a curve to the right, having a central angle of $18^{\circ} 26' 24''$, a radius of 964.00 feet, a chord bearing and distance of South $50^{\circ} 58' 23''$ East, 308.92 feet to an iron pin set at a point of tangency;

South $41^{\circ} 45' 11''$ East, a distance of 256.72 feet to an iron pin set at a point of curvature;

with a curve to the left, having a central angle of $07^{\circ} 52' 17''$, a radius of 536.00 feet, a chord bearing and distance of South $45^{\circ} 41' 20''$ East, 73.58 feet to an iron pin set at a point of tangency;

South $49^{\circ} 37' 28''$ East, a distance of 34.81 feet to an iron pin set at the southeasterly corner thereof, being in a westerly line of that tract as conveyed to the State of Ohio (Ohio Expositions Commission) of record in Official Record 32051B12;

21.884 ACRES

-2-

thence South 03° 23' 18" West, with said westerly line, a distance of 557.53 feet to a point 0.53 feet easterly of a concrete monument found at the southwesterly corner thereof, being in the northerly line of that 323.396 acre tract owned by the State of Ohio (Ohio Expositions Commission);

thence North 86° 09' 23" West, with the northerly line of said 323.396 acre tract, a distance of 867.08 feet to an iron pin set in the easterly line of the N & W Railroad;

thence with said easterly railroad line, the following courses:

With a curve to the right, having a central angle of 13° 24' 45", a radius of 1875.00 feet, a chord bearing and distance of North 09° 32' 14" West, 437.92 feet to a concrete monument found at a point of tangency;

North 02° 49' 55" West, a distance of 634.52 feet to an iron pin set;

thence South 86° 21' 30" East, partly with said easterly railroad line and partly with the southerly line of Parcels 1-3 as conveyed to the State of Ohio-Ohio Arts Facilities Commission of record in Official Record 31894J11, a distance of 246.21 feet to an iron pin found at the southeasterly corner of said parcel 2;

thence with the easterly line of said Parcel 2, the following courses:

North 02° 50' 37" West, a distance of 142.30 feet to an iron pin found;

North 03° 40' 10" West, a distance of 357.62 feet to a concrete monument found at the northeasterly corner thereof, being in the southerly right-of-way line of said Hudson Street;

thence South 86° 23' 18" East, with said southerly right-of-way line, a distance of 32.97 feet to the point of beginning and containing 21.884 acres of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

The bearings herein are based on North 03° 58' 15" West as determined between Monuments Frank 62 and Frank 62 AZ.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.

John C. Dodgion 11/10/00

John C. Dodgion
Registered Surveyor No. 8069

JCD:km/nov00





LEGAL DESCRIPTION

**10.461 ACRE
STATE OF OHIO PROPERTY**

CONNOR LAND TITLE BDK

60067

LIMITED WARRANTY DEED

Instr: 200004250078988 04/25/2000
Page: 3 Fee: \$18.00 11:13AM
Richard B. Metcalf T2800063486
Franklin County Recorder BXCONNOR L.

CREWVILLE, LTD., an Ohio limited liability company (hereinafter referred to as "Grantor"), for valuable consideration paid, grants, with limited warranty covenants, to STATE OF OHIO under the jurisdictional control of the Ohio Expositions Commission by and through the Department of Administrative Services, whose tax mailing address is 4200 Surface Road, Columbus, Ohio 43228, the following described real property:

Situated in the State of Ohio, County of Franklin and City of Columbus, and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Premises").

Tax District and Parcel Number: 010-76538 (part only)

Prior Instrument Reference: Instrument No. 199906070144361, Recorder's Office of Franklin County, Ohio

The Premises is subject to (a) taxes and assessments now or hereafter due and payable, (b) restrictions, reservations, conditions, covenants, easements and rights-of-way of record, including, without limitation, the restrictions described below, (c) public streets and highways, and (d) zoning and building laws and regulations. The rights, benefits and burdens under this Deed, including, without limitation, the restrictions described below, shall run with the land (i.e. the Premises) and bind the owner of the Premises, its successors and assigns.

The real property described herein is subject to the Amended and Restated Declaration of Restrictions on the Use of Property and Extraction of Groundwater made by Crewville, Ltd. dated April 19, 2000, and filed for record with the Franklin County Recorder on April 25, 2000 in the Franklin County Official Records as Instrument No. 200004250078988 as if the same were fully set forth herein.

IN WITNESS WHEREOF, Grantor, acting by its managing member, has executed and delivered this Limited Warranty Deed as of April 19, 2000.

Signed and acknowledged in the presence of:

CREWVILLE, LTD., an Ohio limited liability company ("Grantor")

By: CAP Partners, Ltd., an Ohio limited liability company, its managing member

Thomas R. Davis
Print Name: Thomas R. Davis
Nannette C. Buel
Print Name: Nannette C. Buel

Franklin E. Kass, Manager

STATE OF OHIO
COUNTY OF FRANKLIN

The foregoing Instrument was acknowledged before me this 19th day of April, 2000 by Franklin E. Kass, Manager of CAP Partners, Ltd., an Ohio limited liability company ("CAP Partners"), on behalf of CAP Partners and on CAP Partners' behalf as the managing member of Crewville, Ltd., an Ohio limited liability company, on behalf of Crewville, Ltd.

Nannette C. Buel
Notary Public

This instrument prepared by:
T. R. Davis, Esq.
Continental Real Estate Companies
150 East Broad Street, Suite 305
Columbus, Ohio 43215



HANNETTE C. BUEL
Notary Public, State of Ohio
My Commission Expires 10-04-04

TRANSFERRED

APR 21 2000

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

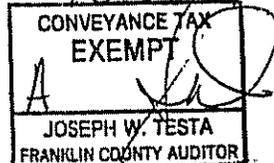


EXHIBIT A

(Page 1 of 2)

10.461 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, Lot 22, Quarter Township 4, Township 1, Range 18, United States Military Lands and being part of Exhibit "B" of that tract conveyed to Crewville, Ltd. by deed of record in Instrument Number 199906070144361 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning at a concrete monument found in the southerly right-of-way line of Hudson Street as conveyed to the City of Columbus by deed of record in Deed Book 2237, Page 270, said monument being at the northwesterly corner of Perpetual Highway Easement Parcel No. 11 for Interstate 71 as recorded in Franklin County Common Pleas Court Entry 203810;

thence with the perimeter of said City of Columbus tract, the northerly perimeter of said Parcel No. 11 and the northerly perimeter of Parcel No. 11-LA of said Court Entry 203810, the following courses and distances:

South 86° 23' 18" East, a distance of 240.41 feet to an iron pin set;

North 3° 36' 42" East, a distance of 62.00 feet to a P.K. Nail set;

South 89° 38' 08" East, a distance of 141.23 feet to a P.K. Nail set; and

North 3° 36' 42" East, a distance of 30.00 feet to a P.K. Nail set in the centerline of said Hudson Street, being the northeasterly corner of said City of Columbus tract;

thence South 86° 23' 18" East, with said centerline, being a northerly line of said Parcel 11-LA, a distance of 189.48 feet to a P.K. Nail set at the northwesterly corner of that tract conveyed to Gilligan Oil Company by deed of record in Instrument Number 199804080084189;

thence South 3° 21' 57" West, with a westerly line of said Gilligan Oil Company tract, a distance of 215.00 feet to an iron pin set;

thence South 21° 55' 11" East, with a westerly line of said Gilligan Oil Company tract, a distance of 399.23 feet to an iron pin set at a southwesterly corner of that tract conveyed to Board of Education of The City School District of Columbus, Ohio by deed of record in Official Record 13964G17;

thence South 3° 23' 18" West, partially with an easterly line of said Parcel 11-LA and partially with the westerly line of that tract conveyed to the State of Ohio (Ohio Expositions Commission) of record in Official Record 32051B12, a distance of 523.72 feet to an iron pin set;

thence crossing said Crewville, Ltd. tract, the following courses and distances:

North 49° 37' 28" West, a distance of 34.81 feet to an iron pin set at a point of curvature to the right;

With the arc of said curve (Delta = 07° 52' 17", Radius = 536.00 feet), a chord bearing and distance of North 45° 41' 20" West, 73.58 feet to an iron pin set at a point of tangency;

Continued.....

EXHIBIT A

(Page 2 of 2)

10.461 ACRES

- 2 -

North 41° 45' 11" West, a distance of 256.72 feet to an iron pin set at a point of curvature to the left;

With the arc of said curve (Delta = 18° 26' 24", Radius = 964.00 feet), a chord bearing and distance of North 50° 58' 23" West, 308.92 feet to an iron pin set at a point of reverse curvature;

With the arc of said curve (Delta = 80° 17' 27", Radius = 136.00 feet), a chord bearing and distance of North 20° 02' 52" West, 175.37 feet to an iron pin set;

North 20° 05' 51" East, a distance of 71.16 feet to an iron pin set at a point of curvature to the left;

With the arc of said curve (Delta = 75° 00' 00", Radius = 57.00 feet), a chord bearing and distance of North 17° 24' 09" West, 69.40 feet to an iron pin set;

North 54° 54' 09" West, a distance of 132.43 feet to an iron pin set at a point of curvature to the right;

With the arc of said curve (Delta = 52° 14' 44", Radius = 228.00 feet), a chord bearing and distance of North 28° 46' 48" West, 200.78 feet to an iron pin set; and

North 02° 39' 34" East, a distance of 38.64 feet to an iron pin set in the southerly right-of-way line of said Hudson Street;

thence South 86° 23' 18" East, with said southerly right-of-way line, a distance of 71.95 feet to the point of beginning, containing 10 461 acres of land, more or less, of which 7.680 acres are within the right-of-way of Interstate 71, leaving a net acreage of 2.781 acres of land, more or less.

Subject, however, to all legal rights-of-ways and/or easements, if any, of previous record.

Bearings for this description are based on F.C.G.S. Monuments Frank 62 and Frank 62 AZ, with a bearing of North 3° 58' 15" East between said monuments.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 27 FEB 00

Matthew A. Kirk
Registered Surveyor No. 7865

MAK/mf/fcb00

*D-16
SPLIT
10.461 AC.
OUT OF
(010)
76539*

