RECEIVED
EPA
2004 AUG 27 PM 1:42
JAHOE

AMERICAN ELECTRIC POWER

American Electric Power
1 Riverside Plaza
Columbus, OH 43215-2373
aep.com

Kenneth E. McDonough
Assistant General Counsel

614/716-1696 (P)
614/716-1687 (F)
kemcdonough@aep.com

August 24, 2004

Catherine Stroup, Esq.
Ohio EPA
Legal Section
Lazarus Governmental Center
P.O. Box 1049
Columbus, OH 43216-1049

Re: PPG/AEP Circleville Site – Agreement for Creation of Equitable Servitudes

Dear Catherine:

In accord with that certain Agreement for the Creation of Equitable Servitudes dated as of July 19, 2004, among the Ohio Environmental Protection Agency, PPG Industries Ohio, Inc., and Colomet, Inc., I am enclosing for your records a copy of the Declaration of Restrictions dated August 17, 2004, filed by Colomet, Inc. on August 18, 2004 in the Office of the Recorder of Pickaway County, Ohio. The Declaration is filed as Instrument No. 200400007836 in Official Record Volume 553, Pages 1504-1511.

Please let me know if you have any comments or questions about this matter.

Sincerely yours,

Ken McDonough

Kenneth E. McDonough

attachment

cc: Shane A. Farolino, Esq. – Counsel for PPG

RECEIVED
SEP 22 2004
OHIO EPA/CDO

200400007836
Filed for Record in
PICKAWAY COUNTY, OHIO
JOYCE R. GIFFORD
08-18-2004 At 10:03 am.
MISCELL 76.00
OR Volume 553 Page 1504 - 1511

STATE OF OHIO

COUNTY OF PICKAWAY

DECLARATION OF RESTRICTIONS

This DECLARATION OF RESTRICTIONS ("Declaration") is made and is effective this 17th *day of* August 2004 ~~2003~~, *by* Colomet, Inc., a subsidiary of *American Electric Power Company,* Inc., *an* Ohio *corporation having its principal place of business located at 1 Riverside Plaza, Columbus, Ohio 43215-2373 ("Declarant").*

WHEREAS, Declarant owns certain property that abuts Pittsburg Road in Circleville, Pickaway County, Ohio 43113 ("Declarant's Circleville property"); and

WHEREAS, Declarant has reason to believe that the groundwater underlying certain parcels of Declarant's Circleville property contains chemicals emanating from adjacent lands owned by PPG Industries Ohio, Inc. ("PPG") [such parcels being more particularly described on Attachment "1" attached hereto and made a part hereof (the "Affected Property")], and that such groundwater may be unsuitable for potable use; and

WHEREAS, in light of the above, Declarant has entered into an Agreement dated July 19, 2004 *with the Ohio Environmental Protection Agency ("Ohio EPA") and PPG (the "Agreement") which contains certain prohibitions as to the use of groundwater for potable purposes on the Affected Property; and*

WHEREAS, the intention of the Parties to the Agreement is to create an equitable servitude such that the restrictions contained herein will run with the land and bind future owners of any and all portions of Affected Property;

NOW, THEREFORE, Declarant, pursuant to the Agreement, hereby imposes the following restrictions on the Affected Property, which shall be enforceable by Declarant,

PPG, Ohio EPA and any other governmental agencies with jurisdiction over the environmental conditions on the Affected Property and any party having an interest in the Affected Property or any part thereof (the "Benefited Parties"), and which are binding upon Declarant, any purchaser of all or any portion of the Affected Property and their respective heirs, personal representatives, successors, purchasers or assigns.

1. *Unless modified or revoked in accordance with paragraph 3 below, the Affected Property shall be subject to the following restrictions:*
   a) *The ground water underlying all or any portion of the Affected Property shall not be used for potable purposes.*

   b) *The owner of all or any portion of the Affected Property shall provide notice to Ohio EPA and PPG at least thirty (30) days prior to installing any well for non-potable uses on the Affected Property.*

   c) *Upon reasonable notice, the owner of all or any portion of the Affected Property shall permit PPG or Ohio EPA or their respective agents, contractors or employees, to enter upon the Affected Property to undertake soil or groundwater sampling of all or any portion of the Affected Property and to visually inspect for compliance with these Restrictions as necessary to confirm or refute the performance of the remedy set forth in Ohio EPA's Decision Document dated June 26, 2000 for the PPG Circleville site. Declarant shall be entitled to take split samples with PPG or Ohio EPA.*

2. *The Restrictions imposed on the Affected Property pursuant to this Declaration shall become effective with respect to Ohio EPA, PPG, and Declarant as of the effective date of the Agreement and effective as to all others as of the date of recording of this Declaration. The Restrictions shall remain in effect without modification, unless modified as provided for below, for a period of twenty-five (25) years from the applicable effective date.*

3. *The Restrictions created in this Declaration may be modified or terminated prior to the time period specified in Paragraph 2 hereof provided PPG obtains written approval from the appropriate Ohio EPA representative confirming that the terms and conditions of the Administrative Order on Consent dated December 21, 1989 have been satisfied. Ohio EPA's approval shall not be unreasonably withheld or delayed. Any such modification or termination shall be recorded with the Pickaway County Recorder's Office and shall make specific reference to the volume and page of this Declaration.*

4. *If any provision of this Declaration of Restrictions is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall not affect the validity of any other provision in this Declaration. All such other provisions shall remain in full force and effect unless and until amended or revoked as described above.*

5. *These Restrictions shall be enforceable by Declarant, PPG, Ohio EPA or any of their successors or by any future owner of any portion of the Affected Property either alone, or in conjunction with each other, by appropriate proceedings in a court of competent jurisdiction.*

6. *Reference to this Declaration of Restrictions, including the volume and page, shall be made in every deed, lease, easement and any other document conveying all or a portion of the Affected Property, or any interest therein, to any party.*

IN WITNESS WHEREOF, Declarant has made this Declaration of Restrictions as of the day and year first above written.

Signed and acknowledge in the presence of:

Kathy Y. Moore

Print Name: KATHY Y. MOORE

Jean A. James

Print Name Jean A. James

Colomet, Inc.

By: Roger L Wheeler

Name/Title Roger L. Wheeler
Director, Land Management
American Electric Power Service Corporatio
Authorized Signer

STATE OF OHIO)
COUNTY OF FRANKLIN)

The foregoing Declaration of Restrictions was acknowledged before me, a Notary Public, this 17th *day of* August, 2004, *by Roger L. Wheeler, Director, Land Management, American Electric Power Service Corporation, as Authorized Signer for Colemet, Inc., an Ohio corporation, on behalf of the corporation.*

Kathy Y. Moore

Notary Public

My Commission Expires: 01-02-08

NOTARIAL SEAL STATE OF OHIO

KATHY Y. MOORE
Notary Public, State of Ohio
My Commission Expires 01-02-08

This Instrument Prepared by: PPG Industries Ohio, Inc. and Colomet, Inc.

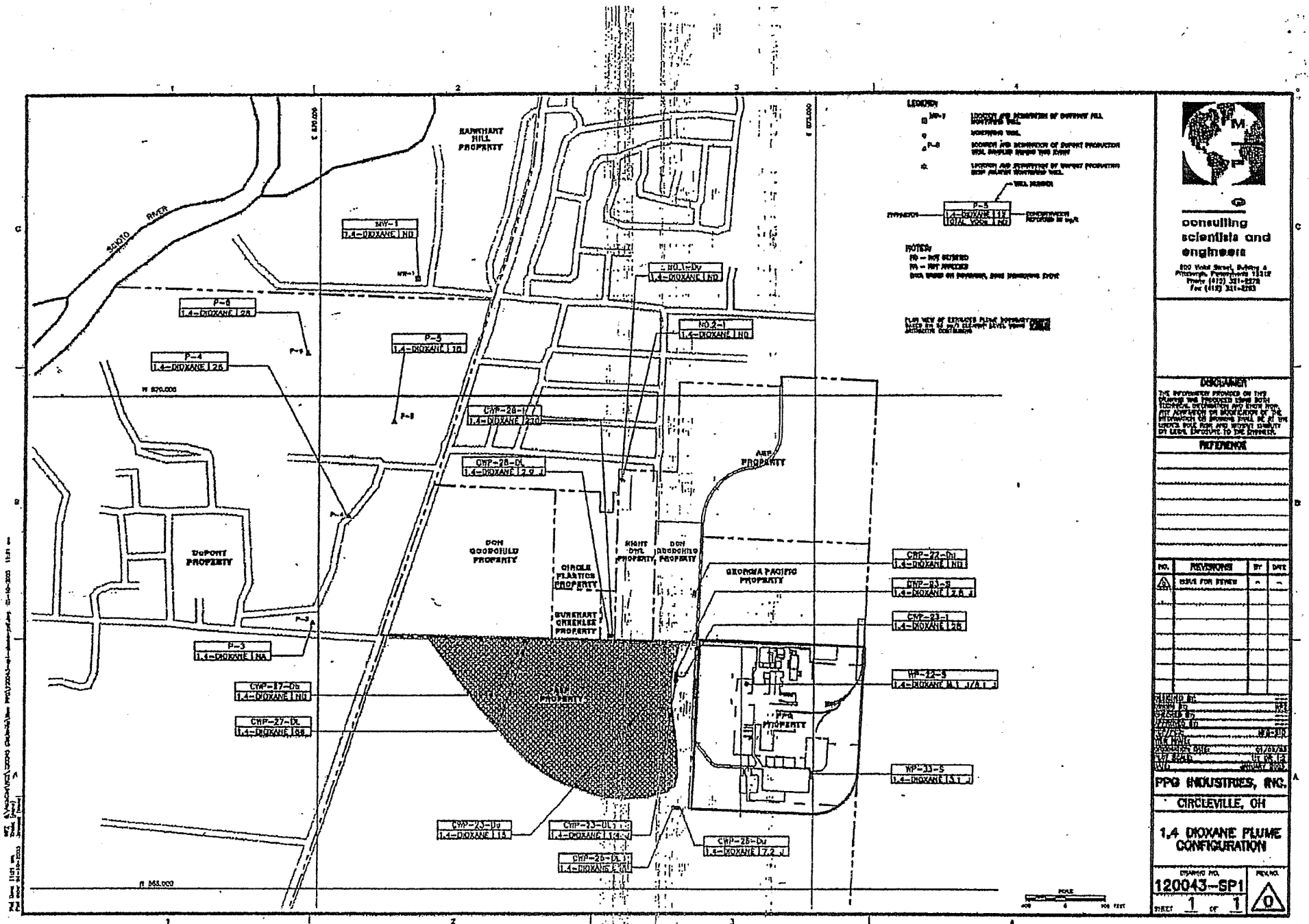
1080173_1

Attachment 1

Attachment 1 consists of that portion of the parcel legally described below as is shown in the cross-hatched area labeled "AEP PROPERTY" on the site map attached hereto.

Situated in Pickaway Township, Pickaway County, State of Ohio, and being part of Section 6, Township 10, Range 21, and a part of Section 1, Township 3, Range 22, and being the same premises conveyed to Colomet, Inc. by George L. Crites, Alma E. Crites, Meinhardt M. Crites, and Gwendolyn J. Crites as recorded in Volume 177, Page 198, of the Pickaway County Deed Records, and being more particularly described as follows:

> Beginning at an iron pin in the southeast corner of the herein described tract and the southwest corner of the Pittsburgh Plate Glass Company tract, said iron pin being N. 87° 30' 10" W. 1730.94 feet from an iron stake in the center of the N. & W. Railway, Company track and corner to Section Numbers 5, 6, 7 and 8; thence with the south line of the herein described tract N. 87° 30' 10" W. 3634.55 feet to a point in the center of the Northbound lanes of U.S.R. 23, passing an iron pin at 3578.60; thence with the centerline of the north bound lanes of U.S.R. 23 N. 18° 00' E. 1610.43 feet to a point in the centerline; thence with the south line of a 60 foot strip dedicated as road to the Pittsburgh Plate Glass Company tract N. 89° 50' 30" E. 1986.16 feet to an iron pin, passing an iron pin at 53.67 feet; thence continuing with the south line of said 60 foot strip S. 87° 32' E. 1225.82 feet to an iron pin in the west line of Pittsburgh Plate Glass Company tract, said iron pin being S. 2° 42' W. 60.00 feet from the northwest corner of Pittsburgh Plate Glass Company Tract; thence with the west line of Pittsburgh Plate Glass Company Tract S. 2° 42' W. 1644.49 feet to an iron pin, the place of beginning, containing 126.60 acres more or less.



consulting scientists and engineers

600 Waterfront Drive, Suite 4
Pittsburgh, Pennsylvania 15222
Phone (412) 321-8272
Fax (412) 321-8293

DISCLAIMER

THE INFORMATION PROVIDED ON THIS DRAWING WAS PROVIDED USING BOTH TECHNICAL INFORMATION AND DATA FROM OUT AFFILIATES OR SUBCONTRACTORS. THE INTERPRETATIONS OR OPINIONS SHOWN, MAY BE AT THE SURVEYOR, SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO THE ENGINEER.

REFERENCE

NO.	REVISIONS	BY	DATE
1	ISSUE FOR REVIEW		

PPG INDUSTRIES, INC.

CIRCLEVILLE, OH

1,4 DIOXANE PLUME CONFIGURATION

DRAWING NO. 120043-SP1

REV. NO. 0

SHEET 1 OF 1

G.G.C. ENGINEERS, INC.
104 Mill Street, Gahanna, Ohio
OFFICE (614) 471-7310 FAX (614) 471-7320

PICKAWAY COUNTY

PICKAWAY TOWNSHIP

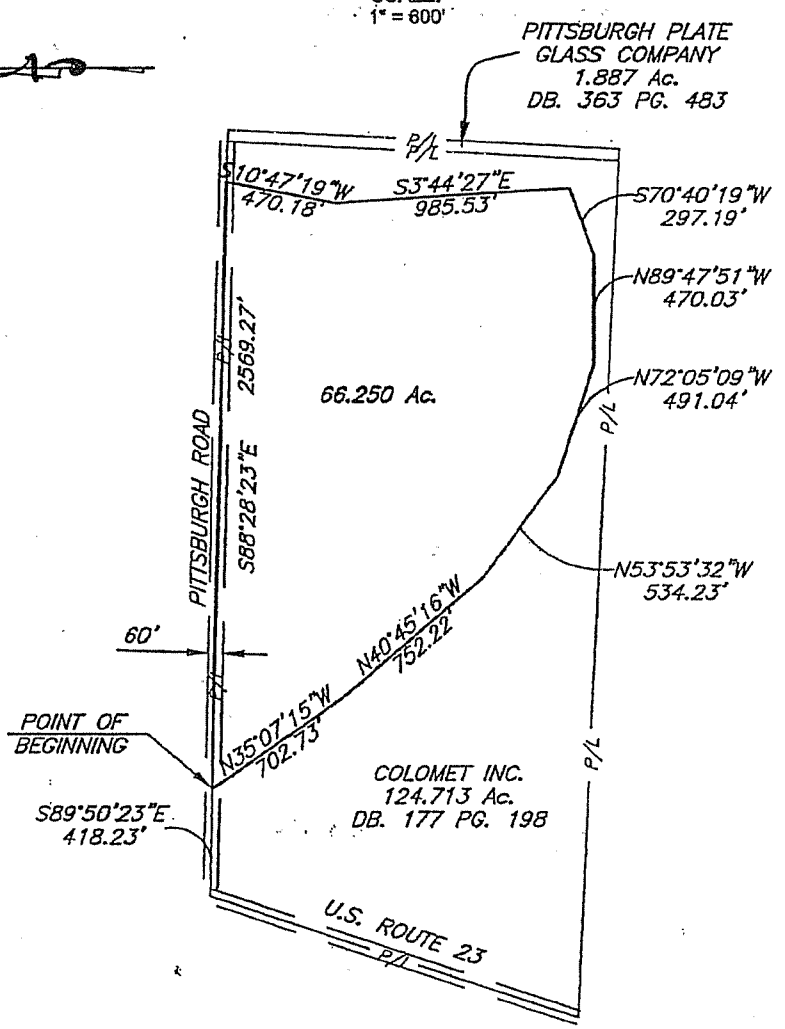
ATTACHMENT 1

DESCRIPTION OF CROSS-HATCHED AREA ON THE COLOMET, INC. PROPERTY

REFERENCE INSTRUMENT
Deed Book 177, Page 198

PICKAWAY COUNTY
RECORDERS OFFICE

SCALE:
1" = 600'



STATE OF OHIO
THOMAS D. SIBBALDS
S-5908
REGISTERED
PROFESSIONAL SURVEYOR

Thomas D. Sibbalds 8-13-04

THOMAS D. SIBBALDS
REGISTERED SURVEYOR 5908

DATE

JOB NO. 04489-02

ATTACHMENT 1

DESCRIPTION OF CROSS-HATCHED AREA
ON THE COLOMET, INC.PROPERTY

Situated in the State of Ohio, County of Pickaway, Township of Pickaway, being located in Section 6, Township 10, Range 21 and being part of the Colomet, Inc. 124.713 acre tract, of record in Deed Book 177, Page 198, all references being to records in the Recorder's Office, Pickaway County, Ohio and bounded and described as follows;

Beginning at a point in the centerline of Pittsburgh Road that is located South 89° 50' 23" East, a distance of 418.23 feet from the intersection of said centerline with the Easterly right-of-way line of U.S. Route 23;

thence South 88° 28' 23" East, with said centerline of Pittsburgh Road, a distance of 2569.27 feet to a point;

thence South 10° 47' 19" West, a distance of 470.18 feet to a point;

thence South 3° 44' 27" East, a distance of 985.53 feet to a point;

thence South 70° 40' 19" West, a distance of 297.19 feet to a point;

thence North 89° 47' 51" West, a distance of 470.03 feet to a point;

thence North 72° 05' 09" West, a distance of 491.04 feet to a point;

thence North 53° 53' 32" West, a distance of 534.23 feet to a point;

thence North 40° 45' 16" West, a distance of 752.22 feet to a point;

thence North 35° 07' 15" West, a distance of 702.73 feet to the place of beginning, containing 66.250 acres, more or less.

GGC Engineers

By Thomas D. Sibbalds 8/13/04
Thomas D. Sibbalds,
Registered Surveyor, No. 5908

STATE OF OHIO
THOMAS
D.
SIBBALDS
5908
REGISTERED
PROFESSIONAL SURVEYOR

AEP
700 MORRISON ROAD
GAHANNA, OH 43230

0

AEP
700 MORRISON ROAD
GAHANNA, OH 43230

Receipt # 59117 Port 1
Date : 08-18-2004 Time 10:03 am.
Issued By : ANDREA

JOYCE R. GIFFORD
COUNTY RECORDER
PICKAWAY COUNTY

Issued To:

AEP
700 MORRISON ROAD
GAHANNA, OH 43230

Inst No.	Type	Description	TOTAL
200400007836	MISC	MISCELL	76.00
Volume 553 Page 1504-1511			
38.00		Recording	
38.00		HOUSE TR FUND	
0	COPY	COPY	16.00

Itemized Check Listing:

Check	Check No.	Amount
1	415	92.00

Amount Due	$	92.00
- Amount Charged	$	.00
- Paid by Check	$	92.00
- Paid by Cash	$	.00
= Change	$	.00

THANK YOU! JOYCE R. GIFFORD
PICKAWAY COUNTY, OHIO

THOMPSON
HINE & FLORY LLP

Attorneys at Law

Ben L. Pfefferle III – 614-469-3235 – ben.pfefferle@thompsonhine.com

RECEIVED
OCT 19 2000
OHIO EPA/CDO

RECEIVED
OHIO EPA
2000 OCT 18 AM 10:14
LEGAL OFFICE

October 13, 2000

Catherine Stroup, Esq.
Ohio EPA
Legal Department
P. O. Box 1049
Columbus, OH 43216-1049

Re: PPG Industries – Circleville

Dear Catherine:

Enclosed please find a copy of the Agreements for Creation of Equitable Servitudes that were signed by Circle Plastics Products, Inc. and Night Owl Enterprises, Ltd., and recorded with the Pickaway County Recorder's office. Please do not hesitate to contact me should you have any questions.

Sincerely yours,

Ben L. Pfefferle III

BLP:cjc

Enclosures

Cc: Shane Farolina, Esq. w/copy
Don Greenlee, w/original

Instrument
200000007341

AGREEMENT FOR CREATION OF EQUITABLE SERVITUDES

THIS AGREEMENT is made by and between the Ohio Environmental Protection Agency (hereinafter "Ohio EPA"), pursuant to the authority vested in the Director under Ohio Revised Code (ORC) Section 3745.01 and PPG Industries Ohio, Inc. (hereinafter "PPG") a corporation organized under the laws of Delaware with a principal place of business in Cleveland, Ohio and Circle Plastics Products, Inc. (hereinafter "Circle Plastics"), a corporation organized under the laws of Ohio with a principal place of business in Circleville, Ohio.

WHEREAS, the Director of Ohio EPA, pursuant to ORC Chapter 3734 and ORC Chapter 6111, entered into an Administrative Order on Consent ("AOC") with PPG Industries, Inc. (predecessor in interest to PPG) on December 21, 1989 to investigate and address certain ground water impacts emanating from operations at PPG's Circleville plant, located at 559 Pittsburgh Road, Circleville, Ohio 43113; and

WHEREAS, investigations to date have indicated that groundwater containing chemicals emanating from PPG's operations has migrated onto the Affected Property as defined herein; and

WHEREAS, a component of the selected remedy, as set forth in the Decision Document dated June 26, 2000, includes certain prohibitions with respect to the use of groundwater for potable purposes on the Affected Property in an effort to ensure protection of public heath and safety; and

WHEREAS, without these groundwater restrictions, alternative institutional controls that meet the performance standards in the Decision Document would be necessary; and

WHEREAS, the integrity of the remedy set forth in the Decision Document is maintained to the extent that these restrictions bind future owners of the Affected Property so long as the chemical impacts to groundwater continue to exceed applicable standards as set forth in the Decision Document and enable the Parties, as defined herein, to monitor and enforce said restrictions on the Affected Property;

NOW THEREFORE, Ohio EPA, PPG and Circle Plastics, intending to be legally bound and in consideration of the mutual covenants and stipulations herein, do hereby agree as follows:

ARTICLE I - DEFINITIONS

Whenever the terms listed below are used in this Agreement, the following definitions shall apply:

a. "Parties" means Ohio EPA, PPG, and Circle Plastics.
b. "Affected Property" means that property currently owned by Circle Plastics located at 200 Pittsburgh Road, Circleville, Pickaway County, Ohio 43113 onto which chemicals from PPG's operations have migrated.

WHEN RECORDED, MAIL TO: Jane Games, Legal Assistant, Thompson Hine & Flory LLP, One Columbus, 10 West Broad Street, Columbus, Ohio 43215-3435 (ENVELOPE PROVIDED)

VOL 0107 PAGE 0407

VOL 0101 / PAGE 0405

ARTICLE II - RESTRICTIONS/RECORDING

2. This Agreement is intended by the Parties to create an equitable servitude running with the Affected Property that shall bind the Parties, their successors and assigns, and all future owners of the Affected Property for the duration of this Agreement. The Affected Property shall be subject to the following restrictions, which are set forth verbatim in Appendix A, "Declaration of Restrictions" which is attached and made part of this Agreement:

(a) The ground water underlying all or any portion of the Affected Property shall not be used for potable purposes.

(b) The owner of all or any portion of the Affected Property shall provide notice to Ohio EPA and PPG at least thirty (30) days prior to installing any well for non-potable uses on the Affected Property.

(c) Upon reasonable notice, the owner of all or any portion of the Affected Property shall permit PPG or Ohio EPA or their respective agents, contractors or employees, to enter upon the Affected Property to undertake soil or groundwater sampling of all or any portion of the Affected Property as necessary and to visually inspect for compliance with these Restrictions to confirm or refute the performance of the remedy set forth in Ohio EPA's Decision Document dated June 26, 2000 for the PPG Circleville site. Circle Plastics shall be entitled to take split samples with PPG or Ohio EPA.

3. Within thirty (30) days of the effective date of this Agreement, Circle Plastics shall execute and record the Document entitled "Declaration of Restrictions", attached hereto as Appendix A, in the Pickaway County Recorder's Office and deliver copies evidencing the recording to the Ohio EPA and PPG.

4. Reference to the Declaration of Restrictions, including the volume and page, shall be made in every deed, lease, easement and any other document conveying all or a portion of Affected Property, or any interest therein, to any party.

ARTICLE III - DURATION OF RESTRICTIONS

5. The Restrictions created via this Agreement shall take effect upon the date of the last party's signature to the Agreement and shall remain in effect without modification, unless modified as provided for below, for a period of twenty (25) years.

6. The Restrictions created via this Agreement may be modified or terminated prior to the time period specified in Paragraph 5 provided PPG obtains written approval from the appropriate Ohio EPA representative confirming that the terms and conditions of the

AOC relating to the groundwater impacts have been satisfied. Ohio EPA's approval shall not be unreasonably withheld or delayed.

ARTICLE IV - ENFORCEMENT

7. Any party to this Agreement or its successor or any future owner of any portion of the Affected Property may enforce this Agreement either alone, or in conjunction with other Parties or owners, by appropriate proceedings in a court of competent jurisdiction.

ARTICLE V - ENTIRE AGREEMENT

8. This Agreement represents the entire agreement of the Parties with respect to its subject matter.

9. If any provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall not affect the validity of any other provision in this Agreement. All such other provisions shall remain in full force and effect unless and until modified or terminated as permitted in Paragraph 6.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by officials thereunto duly authorized as of the date and year signified below:

Ohio EPA

By: _____ 9-19-00
Christopher Jones, Director — Date

PPG Industries Ohio, Inc.

By: _____ 9/5/00
Richard Zahren, Vice President Automotive Coatings — Date

Circle Plastics Products, Inc.

By: _____ 8/16/00
Don Greenlee, President — Date

789999_1

APPENDIX A

STATE OF OHIO

COUNTY OF PICKAWAY

DECLARATION OF RESTRICTIONS

This DECLARATION OF RESTRICTIONS ("Declaration") is made and is effective this_____ day of _____2000, by Circle Plastics Products, Inc., an Ohio corporation having its principal place of business at 200 Pittsburgh Road, Circleville, Pickaway County, Ohio 43113 ("Declarant").

WHEREAS, Declarant owns certain property located at 200 Pittsburgh Road in Circleville, Pickaway County, Ohio 43113 ("Declarant's Circleville property"); and

WHEREAS, Declarant has reason to believe that the groundwater underlying Declarant's Circleville property contains chemicals emanating from adjacent lands owned by PPG Industries Ohio, Inc. ("PPG") [such parcels being more particularly described on Attachment "1" attached hereto and made a part hereof (the "Affected Property")], and that such groundwater may be unsuitable for potable use; and

WHEREAS, in light of the above, Declarant has entered into an Agreement dated _____ with the Ohio Environmental Protection Agency ("Ohio EPA") and PPG (the "Agreement") which contains certain prohibitions as to the use of groundwater for potable purposes on the Affected Property; and

WHEREAS, the intention of the Parties to the Agreement is to create an equitable servitude such that the restrictions contained herein will run with the land and bind future owners of any and all portions of Affected Property;

NOW, THEREFORE, Declarant, pursuant to the Agreement, hereby imposes the following restrictions on the Affected Property, which shall be enforceable by Declarant, PPG, Ohio EPA and any other governmental agencies with jurisdiction over the

environmental conditions on the Affected Property and any party having an interest in the Affected Property or any part thereof (the "Benefited Parties"), and which are binding upon Declarant, any purchaser of all or any portion of the Affected Property and their respective heirs, personal representatives, successors, purchasers or assigns.

1. *Unless modified or revoked in accordance with paragraph 3 below, the Affected Property shall be subject to the following restrictions:*
   a) *The ground water underlying all or any portion of the Affected Property shall not be used for potable purposes.*

   b) *The owner of all or any portion of the Affected Property shall provide notice to Ohio EPA and PPG at least thirty (30) days prior to installing any well for non-potable uses on the Affected Property.*

   c) *Upon reasonable notice, the owner of all or any portion of the Affected Property shall permit PPG or Ohio EPA or their respective agents, contractors or employees, to enter upon the Affected Property to undertake soil or groundwater sampling of all or any portion of the Affected Property and to visually inspect for compliance with these Restrictions as necessary to confirm or refute the performance of the remedy set forth in Ohio EPA's Decision Document dated June 26, 2000 for the PPG Circleville site. Declarant shall be entitled to take split samples with PPG or Ohio EPA.*

2. *The Restrictions imposed on the Affected Property pursuant to this Declaration shall become effective with respect to Ohio EPA, PPG, and Declarant as of the effective date of the Agreement and effective as to all others as of the date of recording of this Declaration. The Restrictions shall remain in effect without modification, unless modified as provided for below, for a period of twenty-five (25) years from the applicable effective date.*

3. *The Restrictions created in this Declaration may be modified or terminated prior to the time period specified in Paragraph 2 hereof provided PPG obtains written approval from the appropriate Ohio EPA representative confirming that the terms and conditions of the Administrative Order on Consent dated December 21, 1989 have been satisfied. Ohio EPA's approval shall not be unreasonably withheld or delayed. Any such modification or termination shall be recorded with the Pickaway County Recorder's Office and shall make specific reference to the volume and page of this Declaration.*

4. *If any provision of this Declaration of Restrictions is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall not affect the validity of any other provision in this Declaration. All such other provisions shall remain in full force and effect unless and until amended or revoked as described above.*

5. *These Restrictions shall be enforceable by Declarant, PPG, Ohio EPA or any of their successors or by any future owner of any portion of the Affected Property either alone, or in conjunction with each other, by appropriate proceedings in a court of competent jurisdiction.*

6. *Reference to this Declaration of Restrictions, including the volume and page, shall be made in every deed, lease, easement and any other document conveying all or a portion of the Affected Property, or any interest therein, to any party.*

IN WITNESS WHEREOF, Declarant has made this Declaration of Restrictions as of the day and year first above written.

Signed and acknowledge in the presence of:

Jenny L. Sykes

Print Name: JENNY L. SYKES

Sandy Strous

Print Name SANDY STROUS

Circle Plastics Products, Inc.

By: Donald W. Greenlee

Name/Title DONALD W. GREENLEE PRESIDENT

ATTEST:

By: Lowell T. Jones

Name/Title: Lowell T. Jones

SEAL STATE OF OHIO

STATE OF OHIO)

COUNTY OF PICKAWAY)

Before me, a Notary Public, in and for said county, personally appeared DONALD GREENLEE, ~~and~~ _____ *known to me to be the persons who as,* PRESIDENT, ~~and~~ _____ *respectively, of* CIRCLE PLASTICS PROD. INC *a corporation which executed the foregoing instrument, signed the same, and acknowledged to me that they did so sign said instrument in the name and on behalf of the said corporation as such officers, respectively; that the same is their free act and deed as such officers, respectively; and the free and corporate act and deed of the said corporation; and that they were duly authorized thereunto by its Board of Directors; and that the seal affixed to said instrument is the Corporate Seal of the said corporation.*

In testimony whereof, I have hereunto subscribed my name and affixed any official seal at CIRCLEVILLE, *Ohio this* 16 *day of* AUGUST *2000.*

Lowell D. Jones

Notary Public

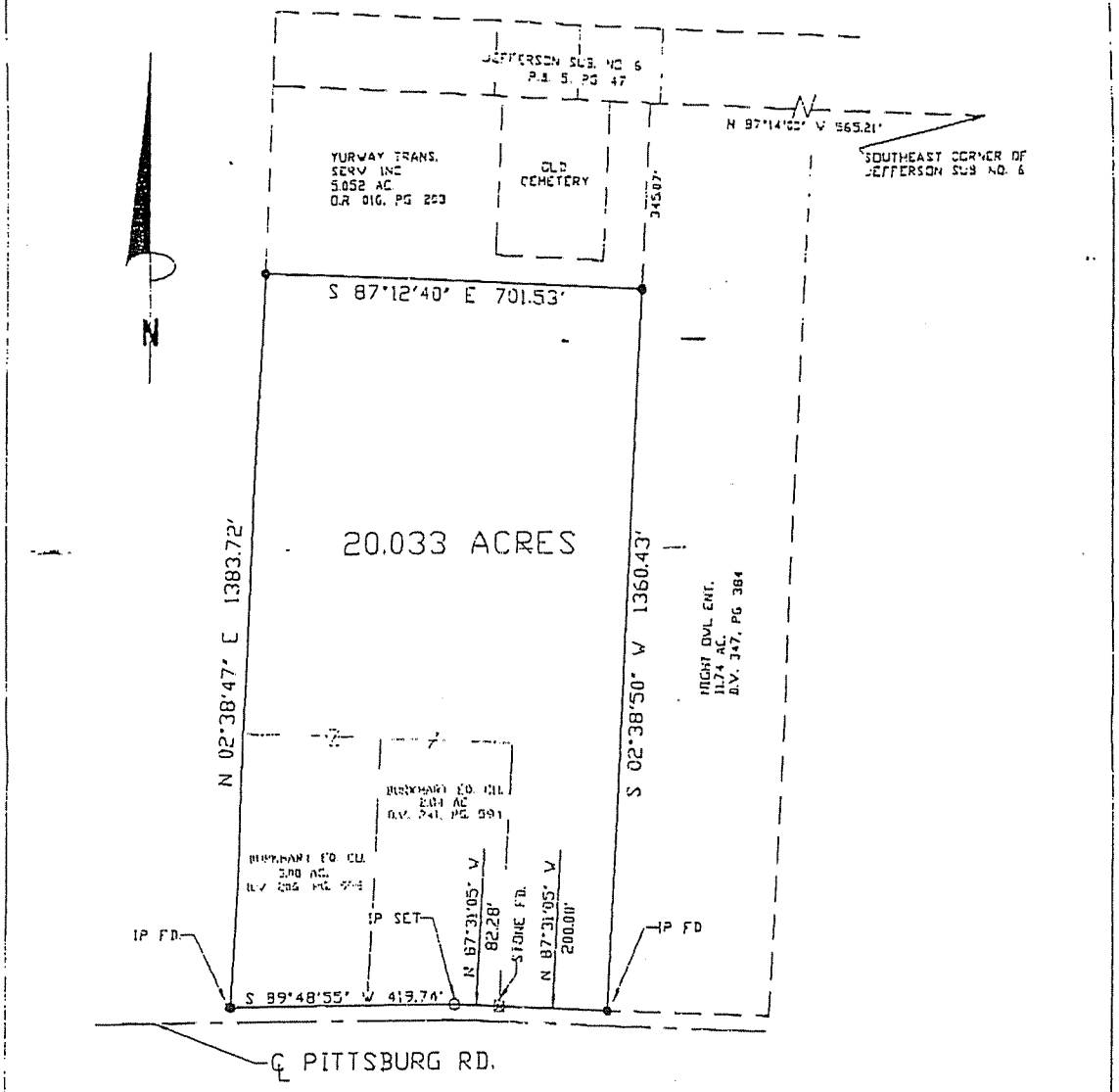
My Commission Expires: July. 16, 2005

789997_1

VOL 0187 PAGE 0435

VOL 0181 PAGE 0450

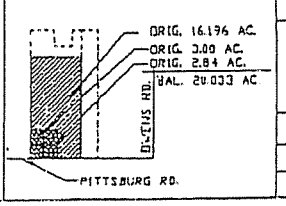
ATTACHMENT 1



200 0 200 400 600

Scale 1" = 200'

LOCATION MAP (NTS)



I HEREBY CERTIFY THAT THE ATTACHED PLAT IS A TRUE REPRESENTATION OF A SURVEY PERFORMED BY MICHAEL E. CLARK & ASSOCIATES UNDER MY DIRECT SUPERVISION AND THAT THE ACCURACY OF SAID SURVEY IS CONSISTENT WITH CURRENT ACCEPTED SURVEYING STANDARDS.

MICHAEL E. CLARK, P.S. # 6890

DATE: 7-17-99

MICHAEL E. CLARK & ASSOCIATES
ENGINEERS - SURVEYORS
P.O. BOX 675
CIRCLEVILLE, OHIO 43113

PLAT OF SURVEY

SITUATED IN THE TOWNSHIP OF PICKAWAY, COUNTY OF PICKAWAY, STATE OF OHIO, AND BEING A PART OF SECTION 6, TOWNSHIP 10, RANGE 21.

FOR: CIRCLE PLASTICS PROD.

DATE: JUNE, 1999	FILE NO. TOOTLE
SCALE 1" = 200'	DRAWN BY: ACB

VOL 0181 PAGE 421

Description of
20.033 Acres

Situated in the Township of Pickaway, County of Pickaway, State of Ohio, and being a part of Section 6, Township 10, Range 21, and bounded and described as follows:

Being all of a 16.169 acre tract conveyed to Circle Plastics Products, Inc. in Deed Volume 269, Page 260 in the Pickaway County Recorder's Office and being Parcel No. J24-0-001-00-084-02 in the Pickaway County Auditor's Office, also being all of a 2.5 acre tract conveyed to Burkhart Equipment Co. in Deed Volume 206, Page 595 in the Pickaway County Recorder's Office and being Parcel No. J24-0-001-00-085-00 in the Pickaway County Auditor's Office, and being all of a 0.5 acre tract conveyed to M. & D. Burkhart in Deed Volume 206, Page 595 in the Pickaway County Recorder's Office and being Parcel No. J24-0-001-00-110-00 in the Pickaway County Auditor's Office, and also being all of a 2.84 acre tract conveyed to Burkhart Equipment Co. in Deed Volume 241, Page 594 in the Pickaway County Recorder's Office and being Parcel No. J24-0-001-00-125-00 in the Pickaway County Auditor's Office and being more particularly bounded and described as follows:

Beginning at iron pin found in the North line of Pittsburg Road, at the Southeast corner of the above mentioned 16.169 acre tract, and at the Southwest corner of a 11.74 acre tract conveyed to Night Owl Enterprises in Deed Volume 347, Page 384 in the Pickaway County Recorder's Office, said iron pin being located N 87°14'00" W 565.21 feet, and S 02°38'50" W 1705.50 feet from the Southeast corner of Jefferson Subdivision No. 6 (see Plat Book 5, Page 47 in the Pickaway County Recorder's Office); thence along the North line of Pittsburg Road N 87°31'05" W 282.28 feet to an iron pin set (passing a stone found at 200.00 feet); thence continuing along the North line of Pittsburg Road S 89°48'55" W 419.74 feet to an iron pin found, said iron pin being Southwest corner of the tract herein described; thence N 02°38'47" E 1383.72 feet to an iron pin found, said iron pin is also the southwest corner of a 5.052 acre tract conveyed to Yurway Transportation Services, Inc., in Official Record 010, Page 203; thence S 87°12'40" E 701.53 feet to an iron pin found at the Northeast corner of the tract herein described; thence S 02°38'50" W 1360.43 feet to the place of beginning. Containing 20.033 acres more or less. Subject to all existing rights-of-way of record.

Michael E. Clark, P.S. # 6808

PLAT OF SURVEY
State of Ohio, County of
Pickaway, Township of
Pickaway, S-6, T-10, R-21
For: Circle Plastics Prod.,Inc.
Scale: 1" = 200'
Date: June, 1999

Michael E. Clark & Associates
P.O. Box 675
Circleville, OH 43113-0675
PH (740) 474-6333
FAX (740) 474-9553

200000007341
Filed for Record in
PICKAWAY COUNTY, OHIO
JOYCE R. GIFFORD
On 10-06-2000 At 03:24 pm.
EPA LIEN 54.00
OR Volume 187 Page 487 - 498

200000007341
THOMPSON HINE & FLORY
ONE COLUMBUS
10 WEST BROAD STREET
COLUMBUS, OH 43215-3435

Instrument
200000007340

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AGREEMENT FOR CREATION OF EQUITABLE SERVITUDES

THIS AGREEMENT is made by and between the Ohio Environmental Protection Agency (hereinafter "Ohio EPA"), pursuant to the authority vested in the Director under Ohio Revised Code (ORC) Section 3745.01 and PPG Industries Ohio, Inc. (hereinafter "PPG") a corporation organized under the laws of Delaware with a principal place of business in Cleveland, Ohio and Night Owl Enterprises, Ltd. (hereinafter "Night Owl"), a corporation organized under the laws of Ohio with a principal place of business in Circleville, Ohio.

WHEREAS, the Director of Ohio EPA, pursuant to ORC Chapter 3734 and ORC Chapter 6111, entered into an Administrative Order on Consent ("AOC") with PPG Industries, Inc. (predecessor in interest to PPG) on December 21, 1989 to investigate and address certain ground water impacts emanating from operations at PPG's Circleville plant, located at 559 Pittsburgh Road, Circleville, Ohio 43113; and

WHEREAS, investigations to date have indicated that groundwater containing chemicals emanating from PPG's operations has migrated onto the Affected Property as defined herein; and

WHEREAS, a component of the selected remedy, as set forth in the Decision Document dated June 26, 2000, includes certain prohibitions with respect to the use of groundwater for potable purposes on the Affected Property in an effort to ensure protection of public heath and safety; and

WHEREAS, without these groundwater restrictions, alternative institutional controls that meet the performance standards in the Decision Document would be necessary; and

WHEREAS, the integrity of the remedy set forth in the Decision Document is maintained to the extent that these restrictions bind future owners of the Affected Property so long as the chemical impacts to groundwater continue to exceed applicable standards as set forth in the Decision Document and enable the Parties, as defined herein, to monitor and enforce said restrictions on the Affected Property;

NOW THEREFORE, Ohio EPA, PPG and Night Owl, intending to be legally bound and in consideration of the mutual covenants and stipulations herein, do hereby agree as follows:

ARTICLE I - DEFINITIONS

Whenever the terms listed below are used in this Agreement, the following definitions shall apply:

a. "Parties" means Ohio EPA, PPG, and Night Owl.
b. "Affected Property" means that property currently owned by Night Owl located at 300 Pittsburgh Road, Circleville, Pickaway County, Ohio 43113 onto which chemicals from PPG's operations have migrated.

WHEN RECORDED, MAIL TO: Jane Gaines, Legal Assistant, Thompson Hine & Flory LLP, One Columbus, 10 West Broad Street, Columbus, Ohio 43215-3435 (ENVELOPE PROVIDED)

ARTICLE II - RESTRICTIONS/RECORDING

2. This Agreement is intended by the Parties to create an equitable servitude running with the Affected Property that shall bind the Parties, their successors and assigns, and all future owners of the Affected Property for the duration of this Agreement. The Affected Property shall be subject to the following restrictions, which are set forth verbatim in Appendix A, "Declaration of Restrictions" which is attached and made part of this Agreement:

(a) The ground water underlying all or any portion of the Affected Property shall not be used for potable purposes.

(b) The owner of all or any portion of the Affected Property shall provide notice to Ohio EPA and PPG at least thirty (30) days prior to installing any well for non-potable uses on the Affected Property.

(c) Upon reasonable notice, the owner of all or any portion of the Affected Property shall permit PPG or Ohio EPA or their respective agents, contractors or employees, to enter upon the Affected Property to undertake soil or groundwater sampling of all or any portion of the Affected Property as necessary and to visually inspect for compliance with these Restrictions to confirm or refute the performance of the remedy set forth in Ohio EPA's Decision Document dated June 26, 2000 for the PPG Circleville site. Night Owl shall be entitled to take split samples with PPG or Ohio EPA.

3. Within thirty (30) days of the effective date of this Agreement, Night Owl shall execute and record the Document entitled "Declaration of Restrictions", attached hereto as Appendix A, in the Pickaway County Recorder's Office and deliver copies evidencing the recording to the Ohio EPA and PPG.

4. Reference to the Declaration of Restrictions, including the volume and page, shall be made in every deed, lease, easement and any other document conveying all or a portion of Affected Property, or any interest therein, to any party.

ARTICLE III - DURATION OF RESTRICTIONS

5. The Restrictions created via this Agreement shall take effect upon the date of the last party's signature to the Agreement and shall remain in effect without modification, unless modified as provided for below, for a period of twenty (25) years.

6. The Restrictions created via this Agreement may be modified or terminated prior to the time period specified in Paragraph 5 provided PPG obtains written approval from the appropriate Ohio EPA representative confirming that the terms and conditions of the

AOC relating to the groundwater impacts have been satisfied. Ohio EPA's approval shall not be unreasonably withheld or delayed.

ARTICLE IV - ENFORCEMENT

7. Any party to this Agreement or its successor or any future owner of any portion of the Affected Property may enforce this Agreement either alone, or in conjunction with other Parties or owners, by appropriate proceedings in a court of competent jurisdiction.

ARTICLE V - ENTIRE AGREEMENT

8. This Agreement represents the entire agreement of the Parties with respect to its subject matter.

9. If any provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall not affect the validity of any other provision in this Agreement. All such other provisions shall remain in full force and effect unless and until modified or terminated as permitted in Paragraph 6.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by officials thereunto duly authorized as of the date and year signified below:

Ohio EPA

By: Christopher Jones 9-19-00
Christopher Jones, Director — Date

PPG Industries Ohio, Inc.

By: R Zahren 9/5/00
Richard Zahren, Vice President Automotive Coatings — Date

Night Owl Enterprises, Ltd.

By: Don Greenlee 8/16/00
Don Greenlee, ~~President~~ GEN PTR — Date

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APPENDIX A

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STATE OF OHIO

COUNTY OF PICKAWAY

DECLARATION OF RESTRICTIONS

This DECLARATION OF RESTRICTIONS ("Declaration") is made and is effective this_____ day of _____2000, by Night Owl Enterprises, Ltd., an Ohio corporation having its principal place of business at 300 Pittsburgh Road, Circleville, Pickaway County, Ohio 43113 ("Declarant").

WHEREAS, Declarant owns certain property located at 300 Pittsburgh Road in Circleville, Pickaway County, Ohio 43113 ("Declarant's Circleville property"); and

WHEREAS, Declarant has reason to believe that the groundwater underlying Declarant's Circleville property contains chemicals emanating from adjacent lands owned by PPG Industries Ohio, Inc. ("PPG") [such parcels being more particularly described on Attachment "1" attached hereto and made a part hereof (the "Affected Property")], and that such groundwater may be unsuitable for potable use; and

WHEREAS, in light of the above, Declarant has entered into an Agreement dated _____ with the Ohio Environmental Protection Agency ("Ohio EPA") and PPG (the "Agreement") which contains certain prohibitions as to the use of groundwater for potable purposes on the Affected Property; and

WHEREAS, the intention of the Parties to the Agreement is to create an equitable servitude such that the restrictions contained herein will run with the land and bind future owners of any and all portions of Affected Property;

NOW, THEREFORE, Declarant, pursuant to the Agreement, hereby imposes the following restrictions on the Affected Property, which shall be enforceable by Declarant, PPG, Ohio EPA and any other governmental agencies with jurisdiction over the

environmental conditions on the Affected Property and any party having an interest in the Affected Property or any part thereof (the "Benefited Parties"), and which are binding upon Declarant, any purchaser of all or any portion of the Affected Property and their respective heirs, personal representatives, successors, purchasers or assigns.

1. *Unless modified or revoked in accordance with paragraph 3 below, the Affected Property shall be subject to the following restrictions:*
   a) *The ground water underlying all or any portion of the Affected Property shall not be used for potable purposes.*

   b) *The owner of all or any portion of the Affected Property shall provide notice to Ohio EPA and PPG at least thirty (30) days prior to installing any well for non-potable uses on the Affected Property.*

   c) *Upon reasonable notice, the owner of all or any portion of the Affected Property shall permit PPG or Ohio EPA or their respective agents, contractors or employees, to enter upon the Affected Property to undertake soil or groundwater sampling of all or any portion of the Affected Property and to visually inspect for compliance with these Restrictions as necessary to confirm or refute the performance of the remedy set forth in Ohio EPA's Decision Document dated June 26, 2000 for the PPG Circleville site. Declarant shall be entitled to take split samples with PPG or Ohio EPA.*

2. *The Restrictions imposed on the Affected Property pursuant to this Declaration shall become effective with respect to Ohio EPA, PPG, and Declarant as of the effective date of the Agreement and effective as to all others as of the date of recording of this Declaration. The Restrictions shall remain in effect without modification, unless modified as provided for below, for a period of twenty-five (25) years from the applicable effective date.*

3. *The Restrictions created in this Declaration may be modified or terminated prior to the time period specified in Paragraph 2 hereof provided PPG obtains written approval from the appropriate Ohio EPA representative confirming that the terms and conditions of the Administrative Order on Consent dated December 21, 1989 have been satisfied. Ohio EPA's approval shall not be unreasonably withheld or delayed. Any such modification or termination shall be recorded with the Pickaway County Recorder's Office and shall make specific reference to the volume and page of this Declaration.*

4. *If any provision of this Declaration of Restrictions is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall not affect the validity of any other provision in this Declaration. All such other provisions shall remain in full force and effect unless and until amended or revoked as described above.*

5. *These Restrictions shall be enforceable by Declarant, PPG, Ohio EPA or any of their successors or by any future owner of any portion of the Affected Property either alone, or in conjunction with each other, by appropriate proceedings in a court of competent jurisdiction.*

6. *Reference to this Declaration of Restrictions, including the volume and page, shall be made in every deed, lease, easement and any other document conveying all or a portion of the Affected Property, or any interest therein, to any party.*

IN WITNESS WHEREOF, Declarant has made this Declaration of Restrictions as of the day and year first above written.

Signed and acknowledge in the presence of:

Jenny L. Sykes

Print Name: JENNY L. SYKES

Sandy Strous

Print Name SANDY STROUS

Night Owl Enterprises, Ltd.

By: Donald W Greenlee 8/14/00

Name/Title DONALD W GREENLEE GEN. PTR.

ATTEST:

By: Lowell T. Jones

Name/Title: Lowell T Jones

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STATE OF OHIO)
COUNTY OF PICKAWAY)

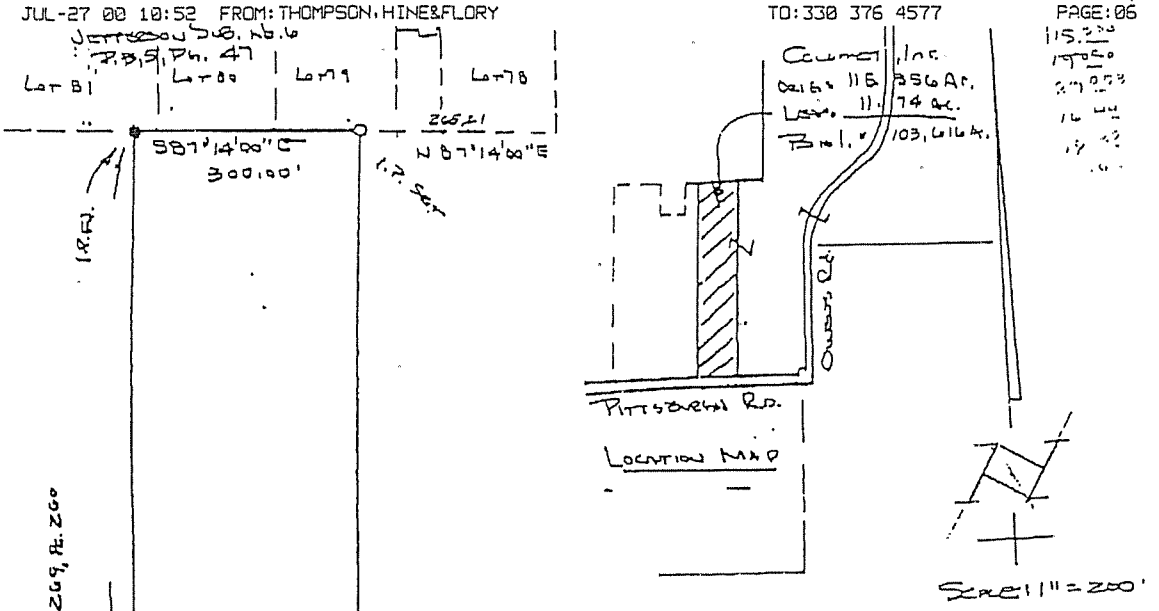
Before me, a Notary Public, in and for said county, personally appeared DONALD GREENLEE ~~and~~ _____ *known to me to be the persons who as,* GENERAL PARTNER ~~and~~ _____ *respectively, of* NIGHT OWL ENTERPRISES, LTD. *a corporation which executed the foregoing instrument, signed the same, and acknowledged to me that they did so sign said instrument in the name and on behalf of the said corporation as such officers, respectively; that the same is their free act and deed as such officers, respectively; and the free and corporate act and deed of the said corporation; and that they were duly authorized thereunto by its Board of Directors; and that the seal affixed to said instrument is the Corporate Seal of the said corporation.*

In testimony whereof, I have hereunto subscribed my name and affixed any official seal at CIRCLEVILLE, *Ohio this* 16 *day of* AUGUST *2000.*

Jewell D Jones
Notary Public

My Commission Expires: July 16, 2005

ATTACHMENT 1



200000007340
Filed for Record in
PICKAWAY COUNTY, OHIO
JOYCE R. GIFFORD
On 10-06-2000 At 03:24 pm.
EPA LIEN 50.00
OR Volume 187 Page 476 - 486

200000007340
THOMPSON HINE & FLORY
ONE COLUMBUS
10 WEST BROAD STREET
COLUMBUS, OH 43215-3435

Situated in the Township of Pickaway, County of Pickaway, State of Ohio and being a part of Section 6, Township 10, Range 21 bounded and described as follows:

being part of 187.836 acre tract described by deed recorded in Deed Book 177, Page 151, in the Pickaway County Recorder's Office.

Beginning at an iron pin set in the South line of Jefferson Subdivision No. 6, being the North line of the above referenced tract being N 87°14'00" W 265.21 feet distant from the Southeast corner of said Jefferson Subdivision No. 6 (see Plat Book 5, Page 47); thence with a new line S 2°38'50" W 1703.93 feet to an iron pin set in the North line of Pittsburgh Road; thence with the North line of said road N 87°32' W 300.00 feet to an iron pin found Southeast corner of a 20.396 acre tract described in Deed Book 269, Page 260; thence with the East line of same N 2°38'50" E 1705.50 feet to an iron pin found at Northeast corner of said 20.396 acre tract in the South line of the Jefferson Subdivision No. 6; thence with South line of same S 87°14'00" E 300.00 feet to the place of beginning. Containing 11.740 acres, more or less. Subject to all existing valid rights-of-way of record.

Pickaway TOwnship, Pickaway County, Ohio
Section 6, Township 10, Range 21
Michael E. Clark and Associates
P.O. Box 675, 122½ N. Court Street

Instrument
200000007340

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