200600009454
Filed for Record in
BUTLER COUNTY, OHIO
DANNY N CRANK
02-14-2006 At 09:22:24 am.
AGREEMENT 212.00
OR Book 7699 Page 953 - 977

BK: 7699 PG: 953

To be recorded with Deed Records - ORC § 317.08

9/15/05

ENVIRONMENTAL COVENANT

This Environmental Covenant is made as of the 24TH day of JANUARY, 2006, by and among Owners Elsa Skinner-Morgan and David Morgan (as further identified below) and Holders, Elsa Skinner-Morgan and David Morgan (as further identified below) pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Site and the Restricted Area (described below) to the activity and use limitations and to the rights of access described below.

Whereas, pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, the United States Environmental Protection Agency ("EPA"), placed the Skinner Landfill Site ("Site") on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register, 48 Fed. Reg. 40658 (September 8, 1983); and

Whereas, in a Remedial Action/Feasibility Study (RI/FS) completed on June 4, 1993, EPA found the following contaminants had been released into the soil at the Site: toluene, xylenes, ethylbenzene, 1,1,2-trichloroethane, 1,2-dichlororopane, benzene, naphthalene, 2-methylnapthalene, phenanthrene, bis(2-ethylhexyl)phthalate, benzoic acid, fluoranthene, pyrene, hexachlorobenzene, flourene, phenol, butylbenzlphthalate, 1,3-dichlorobenzene, 1,4-dichlorobenzene, hexachlorobutadiene, acenapthene, benzo(a)anthracene, chrysene, hexachlorocyclopentadiene, heptachlor, endrin ketone, gamma chlordane, antimony, cadmium, lead, silver and thallium. In the same RI/FS, EPA found the following contaminants had been released into the groundwater at the Site: benzene, ethylbenzene, xylenes, phenol, 2-methyl phenol, 4-methyl phenol, acetone, 1, 2-dichloroethane, chlorobenzene, 2-hexanone, methylene chloride, toluene, 1,1,2,2,-tetrachlorothylene, 1,1,2-trichloroethane, 1,1-dichloroethane, 1,2-dichloroethane, 1,2-dichloroethene 1,2-dichloropropane, chloroethane, chloroform, trichloroethene, vinyl chloride, 1,3-dichlorobenzene, 1,4-dichlorobenzene, benzoic acid, bis(chloroethyl)ether, and naphthalene; and

Whereas, EPA issued a Record of Decision (ROD) for the Operable Unit Interim Action on September 30, 1992, which provided for Site fencing, and connections to the Butler County public water system for potentially affected local users of groundwater, and groundwater monitoring, and whereas EPA issued a final ROD on June 4, 1993 which called for the construction of a RCRA cap over the waste materials; interception, collection, and treatment of contaminated groundwater; diversion of upgradient groundwater flow, if necessary; monitoring; soil vapor extraction; and institutional controls to limit the future use of the property where remedial construction has occurred and to protect the performance of the remedy, and to prevent the exposure of humans or the environment to contaminants; and

TRANSFER NOT NECESSARY
KAY ROGERS
BY 2/14/06 Bal DEPT.
AUDITOR, BUTLER CO., OHIO

Whereas on December 9, 1992, a EPA issued a Unilateral Administrative Order to various potentially responsible parties, and on April 2, 2001, a Remedial Action Consent Decree was entered which provided for the implementation of the remedial action selected in the June 4, 1993 ROD, and whereas with the exception of the diversion of the upgradient groundwater (which has not yet been determined to be necessary) and the institutional controls, the remedial action has been implemented at the Site; and

Whereas, the parties hereto have agreed: 1) to grant a permanent right of access over the Site to the Access Grantees (as hereafter defined) for purposes of implementing, facilitating and monitoring the remedial action, and 2) to impose on the Site activity and use limitations as covenants that will run with the land for the purpose of protecting human health and the environment; and

Now therefore, Owners and EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant executed and delivered pursuant to §§ 5301.80 to 5301.92 of the Ohio Revised Code.

2. Site; Restricted Area. The three (3) parcels of real property which together contain 78.29 acres located in Union Township, Butler County, Ohio (the "Site") which are subject to the environmental covenants set forth herein are described on Exhibit A attached hereto and hereby by reference incorporated herein. Part of the Site which is subject to certain activity and use limitations in Paragraph 5 below is described on Exhibit B attached hereto and hereby incorporated herein, and is hereafter referred to as the "Restricted Area." The Site is outlined by heavy black line on the copy of the Butler County, Ohio Auditor's tax map (the "Map") attached hereto as Exhibit C-1 and the Restricted Area is shown by diagonal lines on the copy of the Map attached hereto as Exhibit C-2.

3. Owner. Elsa Skinner-Morgan ("Owner") who resides at 8750 Cincinnati Dayton Road, West Chester, Ohio 45069 is the owner of the Site. David Morgan, ("Morgan") of the same address, who is the husband of Owner, joins in this Environmental Covenant in order to subject his dower/courtesy interest and any other interest in the Site which he may now or hereafter hold to the terms of this instrument. Owner and David Morgan are the Settling Owner/Operator Defendants named in the Consent Decree (described in Paragraph 10 below).

4. Holders. Elsa Skinner-Morgan and David Morgan, whose address appears in Paragraph 3 above.

5. Activity and Use Limitations on the Restricted Area and on the Site.

(a) Owner agrees for herself and her successors in title not to permit the Site to be used in any manner that would interfere with or adversely affect the integrity or protectiveness of the remedial action which has been implemented or which will be implemented pursuant to the Consent Decree unless the written consent of the EPA to such use is first obtained. Owner's agreement to restrict the use of the Site shall include, but not be limited to, not permitting any drilling, digging,

building, or the installation, construction, removal or use of any buildings, wells, pipes, roads, ditches, or any other structures on the Restricted Area unless the written consent of EPA to such use or activity is first obtained. Further, Owner agrees for herself and her successors in title to refrain from bringing, and to refuse to grant permission to any other person to bring, Waste Material or Scrap Metal onto the Site, except in accordance with any federal, state or local permit or the Consent Decree.

(b) Owner covenants for herself and her successors and assigns, that the Restricted Area, shall be used solely for Commercial/Industrial Activities only in accordance with an EPA-approved plan for re-use of the Restricted Area as required under Paragraph 5(a) and the Restricted Area shall not be used for Residential and Other Prohibited Activities. Owner acknowledges and agrees that the Restricted Area has been remediated only for commercial/industrial uses. The term "Commercial/Industrial Activities" includes: (i) wholesale and retail sales and service activities including, but not limited to retail stores, and automotive fuel, sales and service facilities; (ii) governmental, administrative and general office activities, (iii) manufacturing, processing, and warehousing activities, including, but not limited to, production, storage and sales of durable goods and other non-food chain products; and (iv) activities which are consistent with or similar to the above listed activities; together with related parking areas and driveways, but excludes Residential and Other Prohibited Activities. The term "Residential and Other Prohibited Activities" includes: (i) single and multi-family dwellings and transient residential units; (ii) day care centers and preschools; (iii) public and private elementary and secondary schools; (iv) hospitals, assisted living facilities and other extended care medical facilities and medical and dental offices; (v) food preparation and food service facilities, including food stores, restaurants, banquet facilities and other food preparation or sales facilities; and (vi) indoor or outdoor entertainment and recreational facilities.

(c) Owner covenants for herself and her successors and assigns that there shall be no consumptive use of Site groundwater, either on or off the Site.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC § 5301.85, subject to amendment or termination as set forth herein. The term "Transferee," as used in this Environmental Covenant, shall mean any future owner of any interest in the Site or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

7. Requirements for Notice to EPA Following Transfer of a Specified Interest in, or Concerning Proposed Changes in the Use of, Applications for Building Permits for, or Proposals for any Site Work Affecting Contamination on, the Restricted Area. Neither Owner nor any Holder shall transfer any interest in the Restricted Area or make proposed changes in the use of the Restricted Area, or make applications for building permits for, or proposals for any work in the Restricted Area without first providing notice to EPA and

obtaining any approvals or consents thereto which are required under Sections VII, VIII, X or XIII of the Consent Decree.

8. Access to the Site. Pursuant to Section X of the Consent Decree, Owner agrees that EPA and the Settling Generator/Transporter Defendants, their successors and assigns, and their respective officers, employees, agents, contractors and other invitees (collectively, "Access Grantees") shall have and hereby grants to each of them an unrestricted right of access to the Site to undertake the Permitted Uses described in Paragraph 9 below and, in connection therewith, to use all roads, drives and paths, paved or unpaved, located on the Site or off the Site ("off-site") and rightfully used by Owner and Owner's invitees for ingress to or egress from portions of the Site (collectively, "Access Roads"). The Site and the Access Roads are shown on the Survey. The off-site Access Roads referred to in the preceding sentence are located on the parcels described on Exhibits D and E attached hereto. The right of access granted under this Paragraph 8 shall be irrevocable while this Covenant remains in full force and effect. The Settling Generator/Transporter Defendants are named on Exhibit F attached hereto.

9. Permitted Uses. The right of access granted under Paragraph 8 of this Environmental Covenant shall provide Access Grantees with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to the Consent Decree or the purchase of the Site, including, but not limited to, the following activities:

a) Monitoring the Work;

b) Verifying any data or information submitted to the United States or the State;

c) Conducting investigations relating to contamination at or near the Site;

d) Obtaining samples;

e) Assessing the need for, planning, or implementing response actions at or near the Site;

f) Implementing the Work pursuant to the Consent Decree;

g) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Owner or her agents, consistent with Section XXXI (Access to Information) of the Consent Decree;

h) Assessing Settling Generator/Transporter Defendants' compliance with the Consent Decree;

i) Determining whether the Site or other property is being used in a manner that is prohibited or restricted or that may need to be prohibited or restricted by or pursuant to the Consent Decree; and

j) Surveying and making soil tests of the Site, locating utility lines, and assessing the obligations which may be required of a Prospective Purchaser (as defined in the Consent Decree) by EPA under the Consent Decree.

10. Administrative Record.

(a) Owner is the Defendant in an action filed by EPA under federal programs governing environmental remediation of the Site under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq. in the United States District Court for the Southern District of Ohio, Western Division, Civil Action No., C-1-00-424 and has executed and delivered a Consent Decree dated April 2, 2001, (the "Consent Decree") settling such lawsuit. A certified copy of the Consent Decree has been recorded in the Office of the Butler County Recorder at OR Book 6658, Pages 413-613. The Consent Decree constitutes an environmental response project as defined by ORC § 5301.80(E) and authorizes and requires certain remedial action to be taken by the Settling Generator/Transporter Defendants. On June 4, 1993, EPA issued a Record of Decision (ROD) which set forth EPA's determination of the appropriate remedial action to be implemented at the Site to address Site contamination. Pursuant to this ROD, EPA approved a Remedial Design and Remedial Action work plan which has been implemented as described in the fourth "Whereas" clause at the beginning of this instrument. EPA's ROD was based upon an administrative record. Copies of the EPA administrative record for the Skinner Landfill Site are maintained at the following locations: EPA Region 5; Superfund Records Center (7th Floor); 77 W. Jackson; Chicago, Illinois 60604; Union Township Library, 7900 Cox Road, West Chester, Ohio 45069; and Union Township Hall, 9113 Cincinnati-Dayton Road, West Chester, Ohio 45069.

(b) Under Section X, Paragraphs 27 and 28 of the Consent Decree, Owner has agreed to provide the institutional controls with respect to the Site that are set forth in this Environmental Covenant. Owner has executed and delivered this Environmental Covenant to satisfy and implement her agreements to provide such institutional controls under the Consent Decree and as herein provided. All capitalized terms in this Environmental Covenant which are not defined herein shall have the same meaning as set forth in the Consent Decree or in Sections 5301.80 to 5301.90 Ohio Revised Code.

11. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Site or Restricted Area or any portion of the Site or Restricted Area shall contain a notice of the activity and use limitations, and grants of access set forth in the Environmental Covenant, and provide the recorded location of this Environmental Covenant. For instruments conveying any interest in the Site or any portion thereof other than the Restricted Area, the notice shall be

substantially in the form set forth in Exhibit G. For instruments conveying any interest any interest in the Restricted Area or any portion thereof, the notice shall be substantially in the form set forth in Exhibit H.

12. Amendments; Early Termination. This Environmental Covenant may be modified or amended or terminated while Owner owns the property only by a writing signed by Owner and, EPA with the formalities required for the execution of a deed in Ohio which is recorded in the Office of the Recorder of Butler County, Ohio. Upon transfer of all or any portion of the Site, Owner waives any rights that she might otherwise have under Section 5301.90 of the Ohio Revised Code to withhold her consent to any amendments, modifications, or termination of this Environmental Covenant, to the extent that she has transferred her interest in that portion of the Site affected by said modification, amendment or termination. The rights of Owner's successors in interest as to a modification, amendment or termination of this Environmental Covenant are governed by the provisions of Section 5301.90 of the Ohio Revised Code.

13. Other Matters.

(a) Representations and Warranties of Owner and Morgan. Owner and Morgan represent and warrant; that Owner is the sole owner of the Site; that Owner holds fee simple title to the Site which is free, clear and unencumbered except for the Consent Decree; that Owner and Morgan have the power and authority to make and enter into this Agreement as Owner and Holder, to grant the rights and privileges herein provided and to carry out all obligations of Owner, Morgan and Holder hereunder; that this Agreement has been executed and delivered pursuant to the Consent Decree; and, that this Agreement will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner or Morgan is a party or by which Owner or Morgan may be bound or affected.

(b) Right to Enforce Agreement Against Owner and Morgan; Equitable Remedies. In the event that Owner, Morgan or any other person should attempt to deny the rights of access granted under Paragraph 8 or should violate the restrictions on use of the Site set forth in Paragraph 5, then, in addition to any rights which EPA may have under the Consent Decree, EPA or any Settling Generator/Transporter Defendant that is adversely affected by each denial (for example, any Settling Generator/Transporter Defendant that is prevented from conducting its remedial obligations under the Consent Decree) or by such violation shall have the right to immediately seek an appropriate equitable remedy and any court having jurisdiction is hereby granted the right to issue a temporary restraining order and/or preliminary injunction prohibiting such denial of access or use in violation of restrictions upon application by EPA or by such adversely affected Settling Generator/Transporter Defendant without notice or posting bond. Owner and each subsequent owner of the Site by accepting a deed thereto or to any part thereof waives all due process or

other constitutional right to notice and hearing before the grant of a temporary restraining order and/or preliminary injunction pursuant to this Subsection 13(b).

(c) Future Cooperation; Execution of Supplemental Instruments. Owner agrees to cooperate fully with EPA and/or the Settling Generator/Transporter Defendants and to assist them in implementing the rights granted them under this Environmental Covenant and, in furtherance thereof, agrees to execute and deliver such further documents as may be requested by EPA to supplement or confirm the rights granted hereunder.

(d) Cumulative Remedies; No Waiver. All of the rights and remedies set forth in this Environmental Covenant or otherwise available at law or in equity are cumulative and may be exercised without regard to the adequacy of, or exclusion of, any other right, remedy or option available hereunder or under the Consent Decree or at law. The failure to exercise any right granted hereunder, to take action to remedy any violation by Owner or Morgan of the terms hereof or to exercise any remedy provided herein shall not be deemed to be a waiver of any such right or remedy and no forbearance on the part of EPA and no extension of the time for performance of any obligations of Owner or Morgan hereunder shall operate to release or in any manner affect EPA's rights hereunder.

(e) Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

(f) Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Site, with the Butler County Recorder's Office.

(g) Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Site with the Butler County Recorder.

(h) Distribution of Environmental Covenant/Other Notices. The Owner shall distribute a file-stamped and date-stamped copy of the reorded Environmental Covenant to: Ohio EPA, Butler County, each person holding a recorded interest in the Site, and the Settling Generator/Transporter Defendants. All notices, requests, demands or other communications required or permitted under this Environmental Covenant shall be given in the manner and with the effect set forth in the Consent Decree.

(f) Notices – All notices, requests, demands or other communications required or permitted under this Environmental Covenant shall be given in the manner and with the effect set forth in the Consent Decree.

(g) Governing Law. This Environmental Covenant shall be construed according to and governed by the laws of the State of Ohio and the United States of America.

(h) Captions. All paragraph captions are for convenience of reference only and shall not affect the construction of any provision of this Environmental Covenant.

(i) Time of the Essence. Time is of the essence of each and every performance obligation of Owner and Morgan under this Environmental Covenant.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Owner, Morgan and EPA have executed and delivered this Environmental Covenant as of the date first above written.

OWNER

Elsa M. Skinner-Morgan

Elsa M. Skinner-Morgan, a/k/a
Elsa M. Skinner

David Morgan

David Morgan

STATE OF OHIO)
) SS.
COUNTY OF BUTLER)

The foregoing instrument was acknowledged before me this 16th day of November 2005, by Elsa M. Skinner-Morgan, a/k/a Elsa M. Skinner and David Morgan, wife and husband.

Dorothy K. Evans

Notary Public

UNITED STATES OF AMERICA
On behalf of the Administrator of the
United States Environmental Protection Agency

By: Richard C Karl

Richard C. Karl, Director,
Superfund Division, Region 5

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 24th day of JANUARY, 2006, by Richard C. Karl, Director, Superfund Division, Region 5 of the United States Environmental Protection Agency, on behalf of the United States of America.

Official Seal
Joseph H Kruth
Notary Public State of Illinois
My Commission Expires 07/24/06

Joseph H Kruth

Notary Public

OWNER BK: 7699 PG: 962

Elsa M. Skinner-Morgan, Trustee

Elsa M. Skinner-Morgan, Trustee of the
Elsa M. Skinner-Morgan Revocable Trust,
dated July 12, 2005, for and on behalf of
said Trust

STATE OF OHIO)
) SS.
COUNTY OF Butler)

The foregoing instrument was acknowledged before me this 31st day of January, 2006, by Elsa M. Skinner-Morgan, trustee of the Elsa M. Skinner-Morgan Revocable Trust, dated July 12, 2005.

Karen A. Higdon
Notary Public

seal

KAREN A. HIGDON
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 11-19-10

EXHIBIT A

Legal Description of the "Site"

PARCEL I

Situated in and being in Section 22, Town 3, Range 2 and in West Chester Township, Butler County, Ohio, and is bounded and described as follows:

Beginning at the Northwest corner of the Southeast Quarter of said Section 22, Town 3, Range 2; thence along the north line of the southeast quarter section, South 86° 09' East, 300.40 feet to an old stone; thence North 4° 18' 45" East, 726.56 feet to an iron pipe; thence South 85° 57' 45" East, 406.26 feet to the old right of way for the C.C.C. & St. L. Railroad; thence along said old right of way line South 15° 10' 45" East, 163.00 feet to a point in the present right of way line for the C.C.C. & St. L. Railroad; thence along said present Railroad right of way line, South 11° 49' West, 1865.17 feet to an iron pipe; thence South 89° 03' West, 512.03 feet; (witnessed by an iron pipe, North 89° 03' East, 2.00 feet); thence North 3° 59' East, 1318.92 feet to an iron pipe and the point of beginning; containing 24.852 acres of land, more or less.

M5610-023-000-015

PARCEL II

Situate in Section 22, Town 3, Range 2, West Chester Township, Butler County, Ohio and being part of the property conveyed to Elsa M. Skinner by deed recorded in Deed Book 1236, Page 337, in the Butler County Recorder's Office, and being more particularly described as follows:

Commencing at the intersection of the west line of Section 22 and the half section line; thence along said half section line, South 87° 01' 55" East, 982.76 feet to the centerline of Cincinnati-Dayton Road; thence leaving said half section line and along said centerline, South 39° 59' 08" West, 861.28 feet to the western most corner of said Skinner lands; thence along said centerline, North 39° 59' 08" East, 198.15 feet to the point of beginning of this tract; thence along said centerline, North 39° 59' 08" East, 263.98 feet; thence leaving said centerline and with said Skinner lines, South 50° 00' 52" East, 363.10 feet; thence North 39° 59' 08" East, 171.00 feet; thence North 29° 42' 05" East, 279.68 feet; thence South 50° 02' 05" East, 175.77 feet; thence North 23° 00' 00" East, 328.48 feet; thence South 86° 06' 05" East, 66.89 feet; thence South 85° 38' 15" East, 292.00 feet; thence by new division line, South 40° 49' 19" West, 848.97 feet; thence South 35° 31' 36" West, 225.23 feet; thence South 36° 05' 41" West, 269.24 feet; thence South 43° 12' 11" West, 99.54 feet; thence North 46° 47' 50" West, 339.63 feet; thence North 39° 59' 08" East, 188.51 feet; thence North 50° 00' 52" West, 363.10 feet to the said centerline and the point of beginning of this parcel.

Containing 11.507 acres of land, more or less.

A plat of survey prepared by Joseph M. Allen Co. is recorded in Volume 22, Page 175 of the Butler County Engineer's Records of Land Surveys.

PARCEL III

Situate in Section 22, Town 3, Range 2, West Chester Township, Butler County, Ohio and being part of the property conveyed to Elsa M. Skinner by deed recorded in Deed Book 1236, Page 337 in the Butler County Recorder's Office, and being more particularly described as follows:

Commencing at the intersection of the west line of Section 22 and the half section line; thence along said half section line, South 87° 01' 55" East, 982.76 feet to the centerline of Cincinnati-Dayton Road; thence leaving said half section line and along said centerline, South 39° 59' 08" West, 861.28 feet to the westernmost corner of said Skinner lands, being the point of beginning of this tract; thence along said centerline, North 39° 59' 08" East, 198.15 feet; thence by new division line, South 50° 00' 52" East, 363.10 feet; thence South 39° 59' 08" West, 188.51 feet; thence South 46° 47' 50" East, 339.63 feet; thence North 43° 12' 11" East, 99.54 feet; thence North 36° 05' 41" East, 269.24 feet; thence North 35° 31' 36" East, 225.23 feet; thence North 40° 49' 19" East, 848.97 feet to said Skinner line; thence with said Skinner line, South 85° 38' 15" East, 802.73 feet; thence South 4° 16' 10" West, 1319.05 feet; thence South 89° 08' 10" West, 649.50 feet to the east line of Ray A. Skinner as conveyed by deed recorded in Deed Book 1475, Page 656 in the Butler County Recorder's Office; thence with said Ray Skinner line, North 7° 08' 10" East, 58.61 feet; thence North 75° 27' 20" West, 225.36 feet; thence South 6° 48' 51" West, 118.98 feet to said Elsa Skinner line; thence with said line, South 82° 52' 15" West, 530.95 feet; thence North 5° 52' 15" West, 108.95 feet; thence North 46° 47' 50" West, 1007.50 feet to the centerline of Cincinnati-Dayton Road and the point of beginning; excepting therefrom the 0.401 acres of land of Charles S. and Rosella M. Wallen as conveyed by deed recorded in Deed Book 721, Page 251 of the Butler County Recorder's Office.

Containing 41.938 acres of land, more or less.

A plat of survey prepared by Joseph M. Allen Co. is recorded in Volume 22, Page 175 of the Butler County Engineer's Records of Land Surveys.

M5610-023-000-055

Property Address: 8750 Cincinnati Dayton Road, West Chester, OH
Tax ID No.: M5610-023-000-015; -025; -055

EXHIBIT B

Legal Description of the "Restricted Area"

BK: 7699 PG: 965

PARCEL I

Situated in and being in Section 22, Town 3, Range 2 and in West Chester Township, Butler County, Ohio, and is bounded and described as follows:

Beginning at the Northwest corner of the Southeast Quarter of said Section 22, Town 3, Range 2; thence along the north line of the southeast quarter section, South 86° 09' East, 300.40 feet to an old stone; thence North 4° 18' 45" East, 726.56 feet to an iron pipe; thence South 85° 57' 45" East, 406.26 feet to the old right of way for the C.C.C. & St. L. Railroad; thence along said old right of way line South 15° 10' 45" East, 163.00 feet to a point in the present right of way line for the C.C.C. & St. L. Railroad; thence along said present Railroad right of way line, South 11° 49' West, 1865.17 feet to an iron pipe; thence South 89° 03' West, 512.03 feet; (witnessed by an iron pipe, North 89° 03' East, 2.00 feet); thence North 3° 59' East, 1318.92 feet to an iron pipe and the point of beginning; containing 24.852 acres of land, more or less.

Excepting from the above described 24.852 acre parcel that part thereof which adjoins the centerline of Cincinnati-Dayton Road to a depth of 702.34 feet measured southeasterly from and at a right angle to the centerline of Cincinnati-Dayton Road.

PARCEL III

Situate in Section 22, Town 3, Range 2, West Chester Township, Butler County, Ohio and being part of the property conveyed to Elsa M. Skinner by deed recorded in Deed Book 1236, Page 337 in the Butler County Recorder's Office, and being more particularly described as follows:

Commencing at the intersection of the west line of Section 22 and the half section line; thence along said half section line, South 87° 01' 55" East, 982.76 feet to the centerline of Cincinnati-Dayton Road; thence leaving said half section line and along said centerline, South 39° 59' 08" West, 861.28 feet to the westernmost corner of said Skinner lands, being the point of beginning of this tract; thence along said centerline, North 39° 59' 08" East, 198.15 feet; thence by new division line, South 50° 00' 52" East, 363.10 feet; thence South 39° 59' 08" West, 188.51 feet; thence South 46° 47' 50" East, 339.63 feet; thence North 43° 12' 11" East, 99.54 feet; thence North 36° 05' 41" East, 269.24 feet; thence North 35° 31' 36" East, 225.23 feet; thence North 40° 49' 19" East, 848.97 feet to said Skinner line; thence with said Skinner line, South 85° 38' 15" East, 802.73 feet; thence South 4° 16' 10" West, 1319.05 feet; thence South 89° 08' 10" West, 649.50 feet to the east line of Ray A. Skinner as conveyed by deed recorded in Deed Book 1475, Page 656 in the Butler County Recorder's Office; thence with said Ray Skinner line, North 7° 08' 10" East, 58.61 feet; thence North 75° 27' 20" West, 225.36 feet; thence South 6° 48' 51" West, 118.98 feet to said Elsa Skinner line; thence with said line, South 82° 52' 15" West, 530.95 feet; thence North 5° 52' 15" West, 108.95 feet; thence North 46° 47' 50" West, 1007.50 feet to the centerline of Cincinnati-Dayton Road and the point of beginning; excepting therefrom

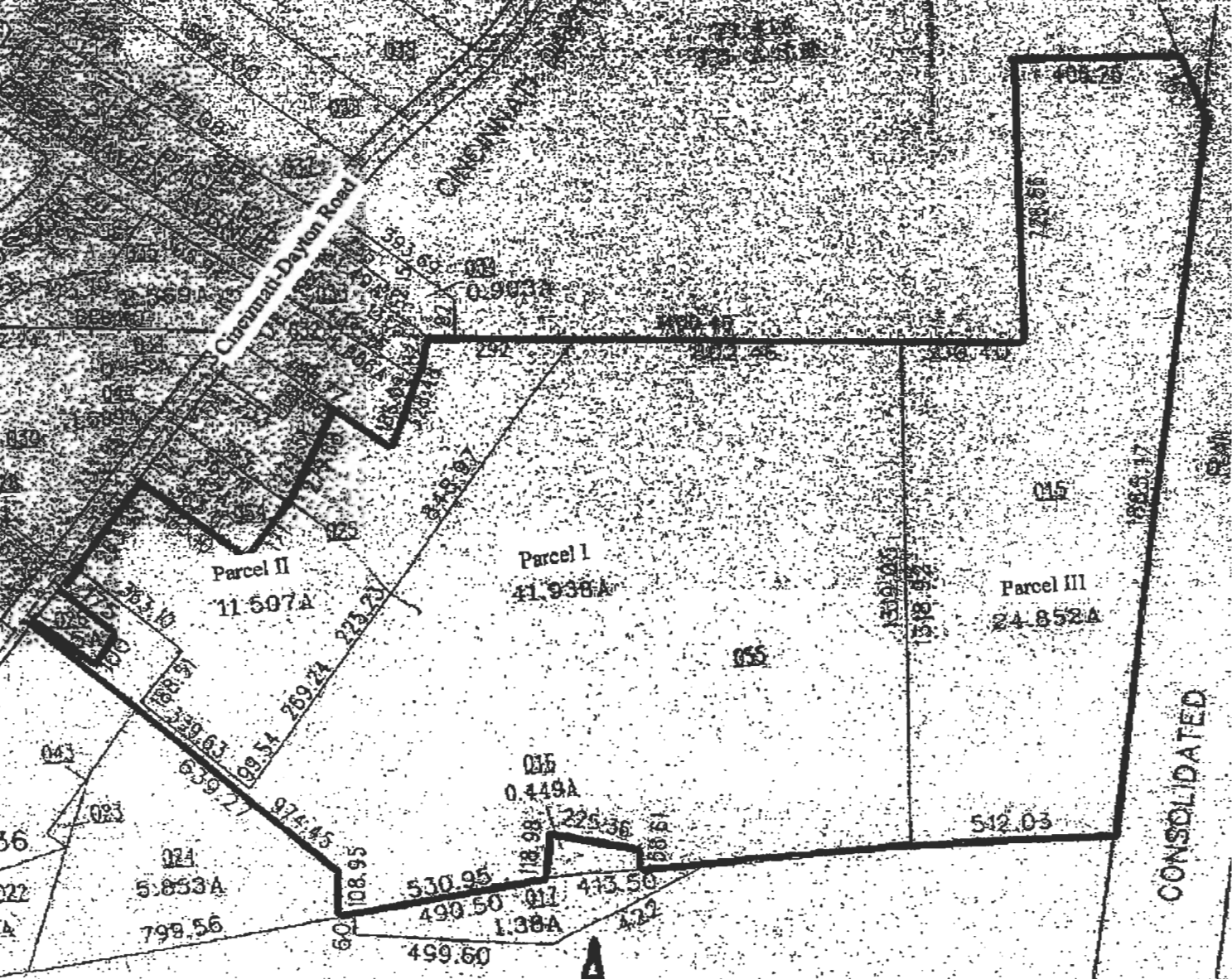
the 0.401 acres of land of Charles S. and Rosella M. Wallen as conveyed by deed recorded in Deed Book 721, Page 251 of the Butler County Recorder's Office.

Containing 41.938 acres of land, more or less.

A plat of survey prepared by Joseph M. Allen Co. is recorded in Volume 22, Page 175 of the Butler County Engineer's Records of Land Surveys.

M5610-023-000-055

Property Address: 8750 Cincinnati Dayton Road, West Chester, OH
Tax ID No.: M5610-023-000-015; -025; -055


Cincinnati-Dayton Road
Parcel I
41.938A
Parcel II
11.507A
Parcel III
24.852A
0.9032
0.449A
5.853A
1.38A
CONSOLIDATED

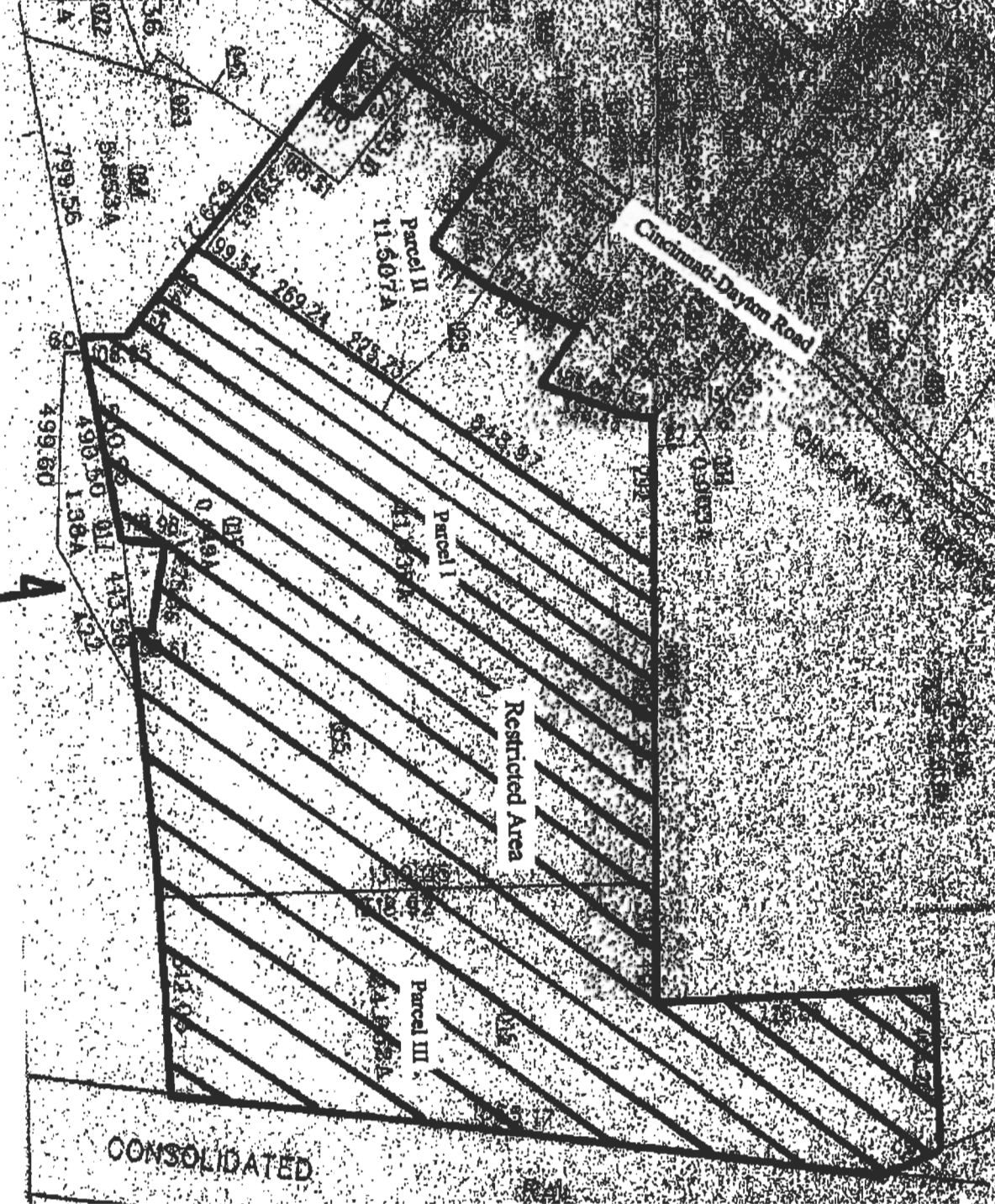
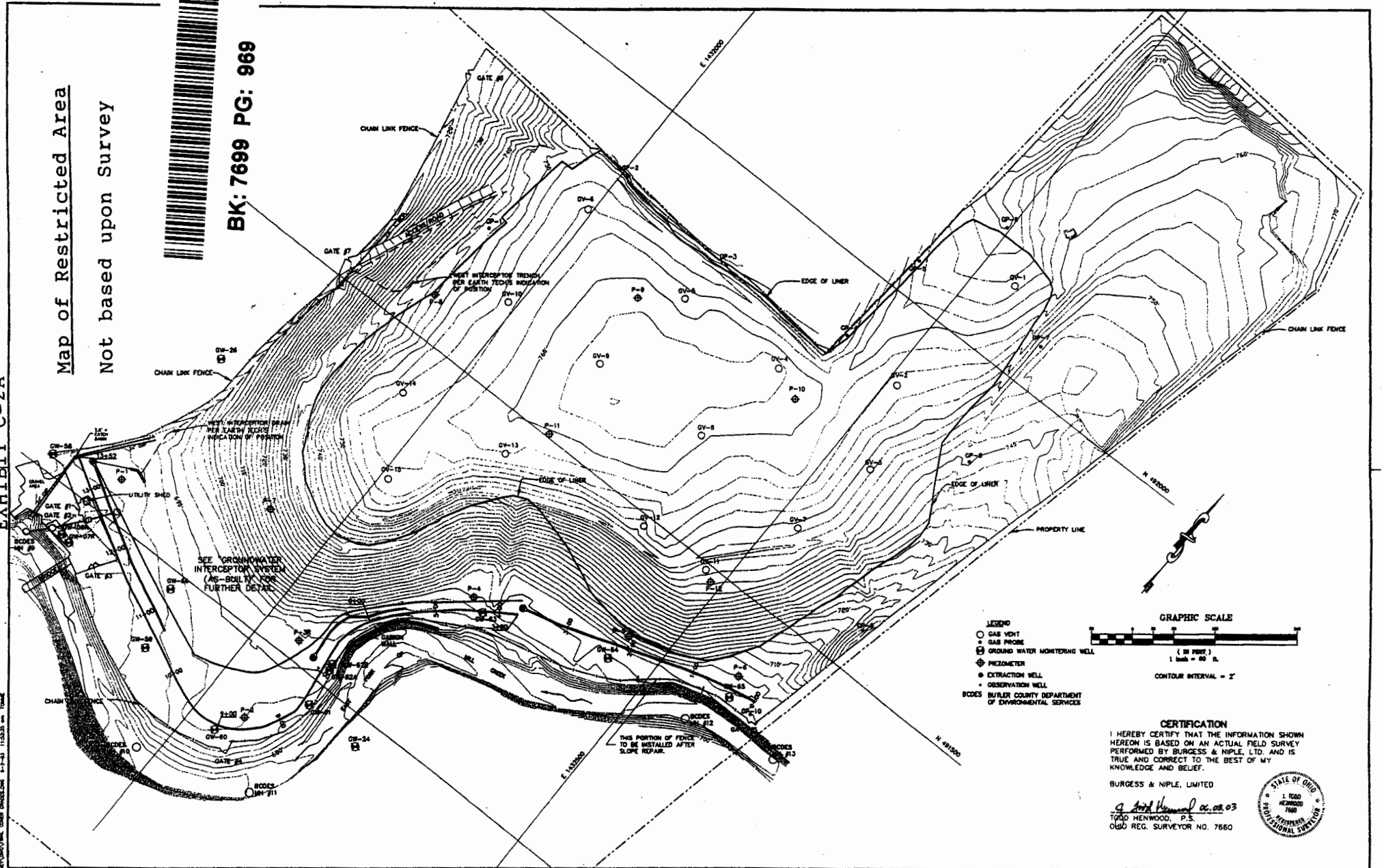

Cincinnati-Dayton Road
Parcel II
11.507A
Parcel I
Restricted Area
Parcel III
CONSOLIDATED

EXHIBIT C-2A

Map of Restricted Area

Not based upon Survey

BK: 7699 PG: 969



CERTIFICATION

I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY PERFORMED BY BURGESS & NIPLE, LTD. AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BURGESS & NIPLE, LIMITED

Todd Henwood 06.08.03

TODD HENWOOD, P.S.
OHIO REG. SURVEYOR NO. 7660

STATE OF OHIO
TODD HENWOOD
7660
REGISTERED
PROFESSIONAL SURVEYOR

NO.	REVISIONS	DATE	BY	CHK.
1	REVISIONS PER EARTH TECH	4/03	JLT	JTH
2	REVISIONS PER EARTH TECH	5/03	JLT	JTH

Burgess & Niple, Limited CINCINNATI, OHIO

BURGESS & NIPLE

EARTH TECH
A TYCO INTERNATIONAL LTD. COMPANY

JOB NO.	30435
DESIGNED BY:	
DRAWN BY:	JLT
CHECKED BY:	JTH
APPROVED BY:	RFR
DATE:	5.15.03

SKINNER LANDFILL SUPERFUND SITE
REMEDIAL ACTION COMPLETION REPORT
FINAL COVER GRADES (AS-BUILT)

Scale: 1" = 60'

RECORD DRAWING 3

EXHIBIT D

Legal Description of 1.38-Acre Access Easement Parcel

Being part of lot number four (4) and part of Lot Number Eleven (11) in Section 22, Town 3, Range 2, in West Chester Township, Butler County, Ohio, and as recorded in Land Book #1, page 62, of the Butler County Ohio Recorder's Records, and more particularly described as follows:

Lying and being in Section 22, Town 3, Range 2, in West Chester Township, Butler County, Ohio, and beginning at the northeast corner of said lot #4, thence north 83-1/2 degrees east a distance of four hundred and thirteen and five-tenths (413.5) feet to a point, thence south 70 degrees west a distance of four hundred and twenty-two (422) feet to a point, thence south 86-1/2 degrees west a distance of two hundred and thirty nine and six-tenths (239.6) feet to a point, thence south 88 degrees west a distance of two hundred and sixty feet to a point; thence north ½ degree west a distance of sixty (60) feet to a point, thence north 87 degrees east a distance of four hundred and ninety and five-tenths (490.5) feet to the place of beginning, containing one and thirty-eight hundredths (1.38) acres of land; being the same premises conveyed by Anna Mae Skinner to William J. Skinner by deed dated February 14, 1938, recorded in Volume 327 page 137, Butler County, Ohio Deed Records.

EXHIBIT E

Legal Description of .449-Acre Access Easement Parcel

Situated and lying in Section 22, Town 3, Range 2, West Chester Township, Butler County, Ohio. Commencing at the southwest corner of Section 22, Town 3, Range 2 in West Chester Township, thence north 1 degree 45' east 1042.8 feet; thence north 78 degrees 00' east 1798.5 feet to a stone at the southwest corner of tract herein transferred; thence north 83 degrees 30' east 225 feet to an iron pin; thence north 1 degree 30' east 58.61 feet to an iron pipe; thence north 81 degrees 05-1/2' west 225.36 feet to a stone; thence south 2 degrees 25' west to the place of beginning, containing .449 of an acre.

BK: 7699 PG: 972

APPENDIX D

SETTLING GENERATOR/TRANSPORTER DEFENDANTS

Anchor Hocking Corporation

Chemical Leaman

The Dow Chemical Company

Ford Motor Company

Formica Corporation

Henkel Corporation

GE Aircraft Engines

General Motors Corporation

King Wrecking Company, Inc.

King Container Services, Inc.

Monsanto Company

Oxy USA Inc.

Velsicol Chemical Corporation

EXHIBIT G

Notice upon Conveyance of Site or any Portion thereof other than the Restricted Area

THE INTEREST CONVEYED HEREBY IS SUBJECT TO A CONSENT DECREE DATED APRIL 2, 2001, WHICH WAS RECORDED IN THE OFFICE OF THE BUTLER COUNTY RECORDER, OR BOOK 6658, Pages 413-613, AND WHICH RESTRICTS THE INTEREST CONVEYED AS SET FORTH IN THIS NOTICE AND AN ENVIRONMENTAL COVENANT, DATED _____, 200_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE BUTLER COUNTY RECORDER ON _____, 200_, in BOOK _____, Page _____, THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS AND ACCESS RIGHTS:

Activity and Use Limitations on the Site.

(a) The Site shall not be used in any manner that would interfere with or adversely affect the integrity or protectiveness of the remedial action which has been implemented or which will be implemented pursuant to the Consent Decree unless the written consent of the EPA to such use is first obtained. No person shall bring any Waste Material or Scrap Metal onto the Site, except in accordance with any federal, state or local permit or the Consent Decree.

(b) There shall be no consumptive use of Site groundwater, either on or off the Site.

Access to the Site. Pursuant to Section X of the Consent Decree and the Environmental Covenant, EPA and the Settling Generator/Transporter Defendants, their successors and assigns, and their respective officers, employees, agents, contractors and other invitees (collectively, "Access Grantees") shall have an unrestricted right of access to the Site to undertake the Permitted Uses described below and, in connection therewith, to use all roads, drives and paths, paved or unpaved, located on the Site or off the Site ("off-site") and the "Access Roads." The Site and the Access Roads are shown on the Survey, which is recorded in Volume 22, Page 175 of the Butler County Engineer's Records of Land Surveys. The off-site Access Roads referred to in the preceding sentence are located on the parcels described on Exhibits D and E of the Environmental Covenant referred to above, from which this Notice proceeds. The right of access set forth above shall be irrevocable while the Environmental Covenant remains in full force and effect. The Settling Generator/Transporter Defendants are named on Exhibit F of the Environmental Covenant.

Permitted Uses. The right of access granted under the Environmental Covenant shall provide Access Grantees with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to the Consent Decree or the purchase of the Site, including, but not limited to, the following activities:

a) Monitoring the Work;

b) Verifying any data or information submitted to the United States or the State;

c) Conducting investigations relating to contamination at or near the Site;

d) Obtaining samples;

e) Assessing the need for, planning, or implementing response actions at or near the Site;

f) Implementing the Work pursuant to the Consent Decree;

g) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Owner or her agents, consistent with Section XXXI (Access to Information) of the Consent Decree;

h) Assessing Settling Generator/Transporter Defendants' compliance with the Consent Decree;

i) Determining whether the Site or other property is being used in a manner that is prohibited or restricted or that may need to be prohibited or restricted by or pursuant to the Consent Decree; and

j) Surveying and making soil tests of the Site, locating utility lines, and assessing the obligations which may be required of a Prospective Purchaser (as defined in the Consent Decree) by EPA under the Consent Decree.

EXHIBIT H

Notice upon Conveyance of Restricted Area or any Portion thereof

THE INTEREST CONVEYED HEREBY IS SUBJECT TO A CONSENT DECREE DATED APRIL 2, 2001, WHICH WAS RECORDED IN THE OFFICE OF THE BUTLER COUNTY RECORDER, OR BOOK 6658, Pages 413-613, AND WHICH RESTRICTS THE INTEREST CONVEYED AS SET FORTH IN THIS NOTICE, AND AN ENVIRONMENTAL COVENANT, DATED _____, 200_, RECORDED IN THE OFFICIAL RECORDS OF THE BUTLER COUNTY RECORDER ON _____, 200_, in BOOK _____, Page _____, THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS AND ACCESS RIGHTS:

Activity and Use Limitations on the Restricted Area.

(a) The Restricted Area shall not be used in any manner that would interfere with or adversely affect the integrity or protectiveness of the remedial action which has been implemented or which will be implemented pursuant to the Consent Decree unless the written consent of the EPA to such use is first obtained. There shall be no drilling, digging, building, or the installation, construction, removal or use of any buildings, wells, pipes, roads, ditches, or any other structures on the Restricted Area unless the written consent of EPA to such use or activity is first obtained. No person shall bring any Waste Material or Scrap Metal onto the Restricted Area, except in accordance with any federal, state or local permit or the Consent Decree.

(b) The Restricted Area, shall be used solely for Commercial/Industrial Activities only in accordance with an EPA-approved plan for re-use of the Restricted Area as required under Paragraph 5(a) of the Environmental Covenant and the Restricted Area shall not be used for Residential and Other Prohibited Activities. The Restricted Area has been remediated only for commercial/industrial uses. The term "Commercial/Industrial Activities" includes: (i) wholesale and retail sales and service activities including, but not limited to retail stores, and automotive fuel, sales and service facilities; (ii) governmental, administrative and general office activities, (iii) manufacturing, processing, and warehousing activities, including, but not limited to, production, storage and sales of durable goods and other non-food chain products; and (iv) activities which are consistent with or similar to the above listed activities; together with related parking areas and driveways, but excludes Residential and Other Prohibited Activities. The term "Residential and Other Prohibited Activities" includes: (i) single and multi-family dwellings and transient residential units; (ii) day care centers and preschools; (iii) public and private elementary and secondary schools; (iv) hospitals, assisted living facilities and other extended care medical facilities and medical and dental offices; (v) food preparation and food service facilities, including food stores, restaurants, banquet

facilities and other food preparation or sales facilities; and (vi) indoor or outdoor entertainment and recreational facilities.

(c) There shall be no consumptive use of Restricted Area groundwater, either on or off the Restricted Area.

Requirements for Notice to EPA Following Transfer of a Specified Interest in, or Concerning Proposed Changes in the Use of, Applications for Building Permits for, or Proposals for any Site Work Affecting Contamination on, the Restricted Area. No transferee in interest may make changes in the use of the Restricted Area, or may make applications for building permits for, or proposals for any work in the Restricted Area without first providing notice to EPA and obtaining any approvals or consents thereto which are required under Sections VII, VIII, X or XIII of the Consent Decree.

Access to the Restricted Area. Pursuant to Section X of the Consent Decree and the Environmental Covenant, EPA and the Settling Generator/Transporter Defendants, their successors and assigns, and their respective officers, employees, agents, contractors and other invitees (collectively, "Access Grantees") shall have an unrestricted right of access to the Restricted Area to undertake the Permitted Uses described below and, in connection therewith, to use all roads, drives and paths, paved or unpaved, located on the Restricted Area or off the Restricted ("off-site") and the Access Roads. The Site and the Access Roads are shown on the Survey which is recorded in Volume 22, Page 175 of the Butler County Engineer's Records of Land Surveys. The right of access granted under this Paragraph shall be irrevocable while this Environmental Covenant remains in full force and effect. The Settling Generator/Transporter Defendants are named on Exhibit F of the Environmental Covenant.

Permitted Uses. The right of access granted under the Environmental Covenant shall provide Access Grantees with access at all reasonable times to the Restricted Area, or such other property, for the purpose of conducting any activity related to the Consent Decree or the purchase of the Restricted Area, including, but not limited to, the following activities:

a) Monitoring the Work;

b) Verifying any data or information submitted to the United States or the State;

c) Conducting investigations relating to contamination at or near the Restricted Area;

d) Obtaining samples;

e) Assessing the need for, planning, or implementing response actions at or near the Restricted Area;

f) Implementing the Work pursuant to the Consent Decree;

g) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Owner or her agents, consistent with Section XXXI (Access to Information) of the Consent Decree;

h) Assessing Settling Generator/Transporter Defendants' compliance with the Consent Decree;

i) Determining whether the Restricted Area or other property is being used in a manner that is prohibited or restricted or that may need to be prohibited or restricted by or pursuant to the Consent Decree; and

j) Surveying and making soil tests of the Restricted Area, locating utility lines, and assessing the obligations which may be required of a Prospective Purchaser (as defined in the Consent Decree) by EPA under the Consent Decree.