

To be recorded with Deed
Records - ORC § 317.08

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by 3M Company and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property to the activity and use limitations set forth herein.

Whereas, Owner is the owner of certain real property located at 3149 Copley Road, Copley, Summit County, Ohio (Exhibit C) and legally described in Exhibit A attached hereto (collectively referred to herein as the "Property"); and

Whereas, the Property was used for the manufacturing of roofing granules (crushed quartz), iron-oxide, chrome-oxide pigments, and sulfuric acid. Operations at the Property included disposal of chromium contaminated waste from the production of chrome oxide pigments and storage and treatment of chromium solids, process wastewater from the chrome-oxide process, sulfur-oxide scrubber water, wash water from the sulfuric acid process, non-contact cooling water, storm water runoff from the plant, and sanitary waste water. Past operations have resulted in ground water contamination. The parcel numbers included in this Environmental Covenant are 1506276, 1506277, 1506278, and 1506950, which comprise approximately 39 acres; and

Whereas, on August 3, 2015, Ohio EPA finalized a Corrective Action Remedy Decision for the Property. The implementation of appropriate use restrictions that restrict ground water use and the limitation to industrial/commercial activities on the Property are required to protect human health and the environment; and

Whereas, Owner is implementing the selected remedy for the Property in accordance with Ohio EPA's hazardous waste requirements contained in ORC Chapter

56165616
Pg: 1 of 16
10/21/2015 01:53P
DE 140.00
Kristen Scalise, Summit Co Fiscal Office

3734. As part of the corrective action, Owner has agreed to place certain restrictions on the future use of portions of the Property, as described herein; and

Whereas, the Administrative Record of the corrective action is maintained as the file titled "Corrective Action Remedy Decision 3M Copley Chemical Facility" in the Ohio EPA Northeast District Office, located at 2110 East Aurora Road, Twinsburg, Ohio 44087; and

Whereas, the implementation of appropriate use restrictions that restrict land and ground water use on the Property is required to protect human health and the environment.

Now therefore, Owner and Ohio EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to ORC §§ 5301.80 to 5301.92.

2. Property. This Environmental Covenant concerns real property on 3149 Copley Road in Copley, Summit County, Ohio and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein ("Property").

3. Owner. 3M Company ("Owner") is the owner of the Property. Owner is located at Real Estate Department, 3M Center, Building 0224-05N-60, St. Paul, Minnesota.

4. Holders. Owner, whose address is listed above, is the holder of this Environmental Covenant.

5. Activity and Use Limitations. As part of the corrective action on the Property, Owner hereby imposes and agrees to comply with the following activity and use limitations:

A. The Property shall not be used for residential but may be used for industrial activities. The term "residential activities" shall include, but not be limited to, the following:

- (i) Single and multi-family dwelling and rental units;
- (ii) Day care centers, preschools, elementary, middle, and high schools;
- (iii) Correctional facilities;
- (iv) Transient or other residential facilities; and
- (v) Production of food-chain products by agricultural means for animal or human consumption.
- (vi) Outdoor Parks and Playgrounds



56165616
Pg: 2 of 16
10/21/2015 01:53P
DE 140.00

Kristen Scalise, Summit Co Fiscal Office

The term "industrial activities" shall include facilities which supply goods or services to the public, and facilities engaged in manufacturing, processing operations and office and warehouse use, including but not limited to production, storage and sales of durable goods, parking/driveway use, and general management of the site (stormwater management, cap maintenance, etc.).

- B. Ground water located within or upon the Property shall not be used except for investigation, monitoring or remediation purposes.
- C. In the event that any activity by the holder of an encumbrance on the Property, identified in paragraph 12 below, constitutes a violation of these activity and use restrictions, Owner or Transferee shall notify Ohio EPA within thirty (30) days of becoming aware of the event, and shall remedy the breach of the covenant within sixty (60) days of becoming aware of the event, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA.

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 Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91 or other applicable law. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law.

8. Rights of Access. Owner hereby grants to Ohio EPA, its agents, contractors, and employees and to Holder(s), the right of access to the Property for implementation or enforcement of this Environmental Covenant.

9. Compliance Reporting. Owner and any Transferee shall submit to Ohio EPA and Holder(s) on an annual basis a written certification which complies with the requirements of Ohio Administrative Code rule 3745-50-42(B), (C), and (D) that the activity and use limitations remain in place and are being complied with.



56165616

Pg: 3 of 16
10/21/2015 01:53P
DE 140.00

Kristen Scalise - Summit Co. Fiscal Office

10. Recordation of Environmental Covenant. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner shall record, in the office of the Summit County Recorder, this Environmental Covenant in the same manner as a deed to the Property, pursuant to ORC § 5301.88. Owner shall certify to Ohio EPA that the Environmental Covenant has been filed for recording, and include with the certification a file and date-stamped copy of the Environmental Covenant.

11. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 201_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE SUMMIT COUNTY RECORDER ON _____, 201_, IN [DOCUMENT ____, or BOOK ____, PAGE ____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

The Property shall not be used for residential activities but may be used for industrial activities. The term "residential activities" shall include, but not be limited to, the following:

- (i) Single and multi-family dwelling and rental units;
- (ii) Day care centers, preschool, elementary, middle and high schools;
- (iii) Correctional facilities;
- (iv) Transient or other residential facilities; and
- (v) Production of food-chain products by agricultural means for animal or human consumption.
- (vi) Outdoor Parks and Playgrounds

The term "industrial activities" shall include facilities which supply goods or services to the public, and facilities engaged in manufacturing, processing operations and office and warehouse use, including but not limited to production, storage and sales of durable goods, parking/driveway use and general management of the site (stormwater management, cap maintenance, etc.).

Ground water located within or upon the Property shall not be used except for investigation, monitoring or remediation purposes.



In the event that any activity by the holder of an encumbrance on the Property, identified in paragraph 12 below, constitutes a violation of these activity and use restrictions, Owner or Transferee shall notify Ohio EPA within thirty (30) days of becoming aware of the event, and shall remedy the breach of the covenant within sixty (60) days of becoming aware of the event, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA.

Owner shall notify Ohio EPA within ten (10) days after each conveyance of an interest in any portion of the Property. Owner's notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, a legal description of the Property being transferred, a survey map of the Property being transferred, and the closing date of the transfer of ownership of the Property.

12. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

- A. that the Owner is the sole owner of the Property;
- B. that the Owner holds fee simple title to the Property which is subject to the interests or encumbrances listed and described in Exhibit B attached hereto, which is fully incorporated by reference herein;
- C. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- D. that the Owner has identified all other parties, identified in Exhibit B, described above, that own an interest in or hold an encumbrance on the Property and has made reasonable efforts to notify those parties most likely to be affected by the Owner's intention to enter into this Environment Covenant; and
- E. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected.

13. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent of all of the following: the Owner or a Transferee, the Holder, and the Ohio EPA, pursuant to ORC § 5301.90 and other applicable law. Amendment means any changes to the



56165616
Pg: 5 of 16
10/21/2015 01:53P
DE 140.00

Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. Termination means the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA and the Owner or Transferee and the Holder of the Property or portion thereof, as applicable. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or Transferee shall file such instrument for recording with the Summit County Recorder's Office, and shall provide a true file and date-stamped copy of the recorded instrument to Ohio EPA.

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

15. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.

16. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Summit County Recorder.

17. Distribution of Environmental Covenant. The Owner shall distribute copies of the recorded Environmental Covenant to: Ohio EPA, any lessee, each person who signed the Environmental Covenant, each person holding a recorded interest in the Property, each unit of local government in which the Property is located, and any other person designated by Ohio EPA.

18. Notice. Any document or communication required by this Environmental Covenant shall be submitted to:

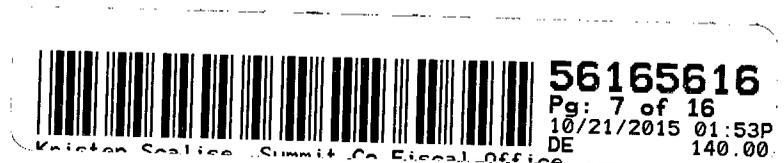
Ohio Environmental Protection Agency
Lazarus Government Center
Division of Environmental Response and Revitalization
P.O. Box 1049
Columbus, Ohio 43216-1049

and



Environmental Covenant
3M Company
Page 7

Ohio Environmental Protection Agency
Northeast District Office
Division of Environmental Response & Revitalization
2100 East Aurora Road
Twinsburg, Ohio 44087
Attn: DERR Manager



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

IT IS SO AGREED:

3M Company

F. Doyle Shea
Signature of Owner

F. Doyle Shea Mgr. Real Estate
Printed Name and Title

8/24/2015
Date

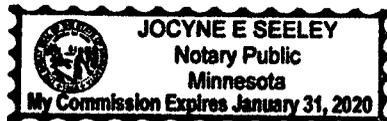
State of Minnesota)
County of Ramsey)

ss:

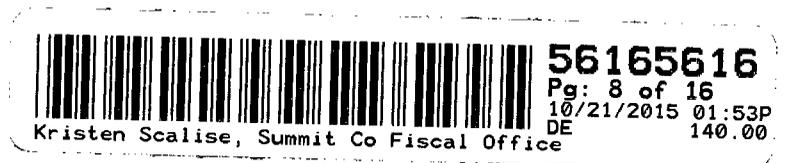
Before me, a notary public, in and for said county and state, personally appeared, a duly authorized representative of 3M Company, who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of 3M Company.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 24 day of Aug, 2015.

Jocyne E Seeley
Notary Public



1/31/20



OHIO ENVIRONMENTAL PROTECTION AGENCY

Craig W. Butler
Craig W. Butler, Director

9/8/15
Date

State of Ohio)
)
County of Franklin) ss:

Before me, a notary public, in and for said county and state, personally appeared Craig W. Butler, the Director of Ohio EPA, who acknowledged to me that he did execute the foregoing instrument on behalf of Ohio EPA.

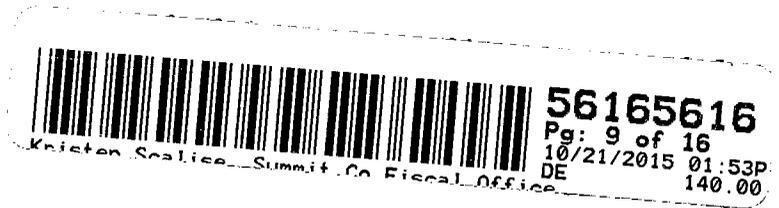
IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 8th day of September, 2015.

Notary Public → 

Charma Diane Casteel
CHARMA DIANE CASTEEL Charma Diane
NOTARY PUBLIC Casteel
STATE OF OHIO
MY COMMISSION EXPIRES
May 10, 2019

This instrument prepared by:
Todd Anderson
Attorney
Ohio Environmental Protection Agency
50 W. Town Street
Columbus, Ohio 43215

12-2012 ver.



RETURN TO:
First American Title Insurance Co. *gny*
801 Nicollet Mall, Suite 1900
Minneapolis, MN 55402
NCS- 757113 -MPLS (JP)

Exhibit A

Description of a 0.1317 Acre Parcel PPN:1506277

Situated in the Township of Copley, County of Summit, State of Ohio and known as being part of Original Lot 24 said Township, and being further bounded and described as follows, to wit:

Beginning at the southwest corner of O.L. 24; thence North 89 degrees 21 minutes 02 seconds East, 476.81', along the said south line of Original Lot 24 to the **True Place of Beginning** for the parcel described herein;

Thence North 11 degrees 08 minutes 22 seconds West, 345.35', to a point;

Thence South 15 degrees 20 minutes 07 seconds East, 200.48', to a point of curvature;

Thence southeasterly along the arc of a curve to the right, said curve having a radius of 422.67', a chord of 10.81' which bears South 14 degrees 36 minutes 08 seconds East, an arc distance of 10.81', to a point;

Thence North 74 degrees 29 minutes 48 seconds East, 50.04', to a point;

Thence South 15 degrees 26 minutes 00 seconds East, 50.05', to a point;

Thence South 74 degrees 40 minutes 31 seconds West, 54.37', to a point;

Thence southeasterly along the arc of a curve to the right, (not tangent to the last course) said curve having a radius of 422.67', a chord of 85.81' which bears South 01 degrees 15 minutes 02 seconds East, an arc distance of 85.96', to the **True Place of Beginning**.

The above-described parcel contains an area of 0.1317 acres, none of which is in the public right-of-way.

The above description is based on a survey of the Minnesota Mining and Manufacturing Co. properties in 1995 by Campbell and Associates, Inc. and was prepared by Stephen P. Campbell, Ohio Surveyor Number 7330, of Campbell and Associates, Inc. of Akron, Ohio in February, 2014, for non-transfer purposes.



The basis of bearings for the above description is NAD-83, Ohio State Plane coordinate system, North Zone, grid north.

Description of a 15.815 Acre Parcel PPN:1506278

Situated in the Township of Copley, County of Summit, State of Ohio and known as being part of Original Lots 23& 24 in said Township, and being further bounded and described as follows, to wit:

Beginning at the southeast corner of Lot 23; thence S 89°54'36" W, 487.26', along the south line of Lot 23 to a point in the Grantors west line; thence N 00°22'02" W, 443.22' along said west line, to the **True Place of Beginning** for the parcel described herein;

Thence N 00°22'02" W, 856.08', to a point in the southerly right of way line of the Wheeling & Lake Railroad (80'R/W);

Thence N 89°41'50" E, 855.52', along said southerly right of way line, to a point;

Thence S 01°07'14" E, 433.17', to a point;

Thence S 01°08'59" E, 204.02', to a point;

Thence S 28°03'40" E, 125.87', to a point;

Thence S 10°02'15" E, 49.68', to a point;

Thence S 32°52'12" W, 96.56', to a point;

Thence S 15°20'12" E, 83.60', to a point;

Thence N 17°42'28" W, 268.00', to a point;

Thence N 00°00'00" W, 69.00', to a point;

Thence S 86°47'22" W, 259.73', to a point;

Thence S 05°00'28" E, 209.31', to a point;

Thence S 89°41'50" W, 577.60', to a point in the Grantors west line, and being the **True Place of Beginning**;



The above-described parcel contains an area of 15.815 acres, none of which is in the public right-of-way.

The above description is based on a survey of the Minnesota Mining and Manufacturing Co. properties in 1995 by Campbell and Associates, Inc. and was prepared by Stephen P. Campbell, Ohio Surveyor Number 7330, of Campbell and Associates, Inc. of Akron, Ohio in February, 2014, for non-transfer purposes.

The basis of bearings for the above description is NAD-83, Ohio State Plane coordinate system, North Zone, grid north.

Description of a 22.735 Acre Parcel PPN:1506950

Situated in the Township of Copley, County of Summit, State of Ohio and known as being part of Original Lots 24 and 27 said Township, and being further bounded and described as follows, to wit:

Beginning at the southwest corner of O.L. 24; thence North 89 degrees 21 minutes 02 seconds East, 476.81', along the said south line of Original Lot 24 to the **True Place of Beginning** for the parcel described herein;

Thence northwesterly along the arc of a curve to the left, said curve having a radius of 422.67', a chord of 85.81' which bears N 01°15'02" W, an arc distance of 85.96', to a point;

Thence N 74°40'31" E, 54.37', to a point;

Thence N 15°26'00" W, 50.05', to a point;

Thence S 74°29'48" W ,50.04', to a point;

Thence northwesterly along the arc of a curve to the left, said curve having a radius of 422.67', a chord of 10.81' which bears N 14°36'08" W, an arc distance of 10.81', to a point;

Thence N 15°20'07" W, 200.48', to a point;

Thence N 15°20'07" W, 83.60', to a point;

Thence N 32°52'12" E, 96.56', to a point;

Thence N 10°02'15" W, 49.68', to a point;



56165616

Pg: 12 of 16
10/21/2015 01:53P
DE 140.00

Kristen Scalise, Summit Co Fiscal Office

Thence N 28°03'40" W, 125.87', to a point;

Thence N 01°08'59" W, 204.02', to a point;

Thence N 01°07'14" W, 433.17', to a point;

Thence N 89°41'50" E, 787.06', to a point;

Thence S 00°16'09" E, 1294.14', to a point on the north line of Lot 27;

Thence S 00°13'00" E, 50.00', to a point;

Thence S 89°21'02" W, 399.55', to a point;

Thence N 00°41'10" W, 50.00', to a point on the north line of Lot 27;

Thence S 89°21'02" W, 276.36', along the north line of Lot 27, to the **True Place of Beginning**.

The above-described parcel contains an area of 22.735 acres, none of which is in the public right-of-way.

The above description is based on a survey of the Minnesota Mining and Manufacturing Co. properties in 1995 by Campbell and Associates, Inc. and was prepared by Stephen P. Campbell, Ohio Surveyor Number 7330, of Campbell and Associates, Inc. of Akron, Ohio in February, 2014, for non-transfer purposes.

The basis of bearings for the above description is NAD-83, Ohio State Plane coordinate system, North Zone, grid north.

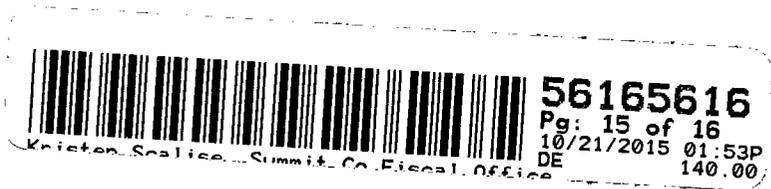


Exhibit B

1. Easement from Irvin Cook and Bertha L. Cook to The Modern Transit Realty Company recorded November 24, 1920 in/as Book 813, Page 690 of Summit County Records.
2. Easement from Pierce A. Snyder, et al, to The Northern Ohio Traction and Light Company recorded August 7, 1923 in/as Book 953, Page 624 of Summit County Records.
3. Easement from Minnesota Mining & Manufacturing Company to Ohio Edison Company recorded June 21, 1939 in/as Torrens Book 9, Page 231 of Summit County Records.
4. Easement from Minnesota Mining & Manufacturing Company to Ohio Edison Company recorded October 16, 1979 in/as Torrens Book 124, Page 269 of Summit County Records.
5. Covenants, conditions, restrictions, assessments, liens, charges easements, setback lines, terms and/or provisions as disclosed by the Declaration of Restrictions recorded November 8, 1996 in/as OR Book 2298, Page 1209 and Torrens Volume 197, Page 495 of Summit County Records.
6. Covenants, conditions, restrictions, assessments, liens, charges, easements, setback lines, terms and/or provisions as disclosed by the Declaration of Restrictions recorded July 13, 1999 in/as Document No. 54315900 of Summit County Records.
7. Oil and gas lease from Minnesota Mining and Manufacturing Company, Lessor, to OXI Oil Corporation, Lessee, filed for record October 6, 1983 in/as Book 6733, Page 819 of Summit County Records.
8. Oil and gas lease from Minnesota Mining and Manufacturing Company, Lessor, to OXI Oil Corporation, Lessee, filed for record December 21, 1983 in/as Torrens Book 133, Page 674 of Summit County Records.

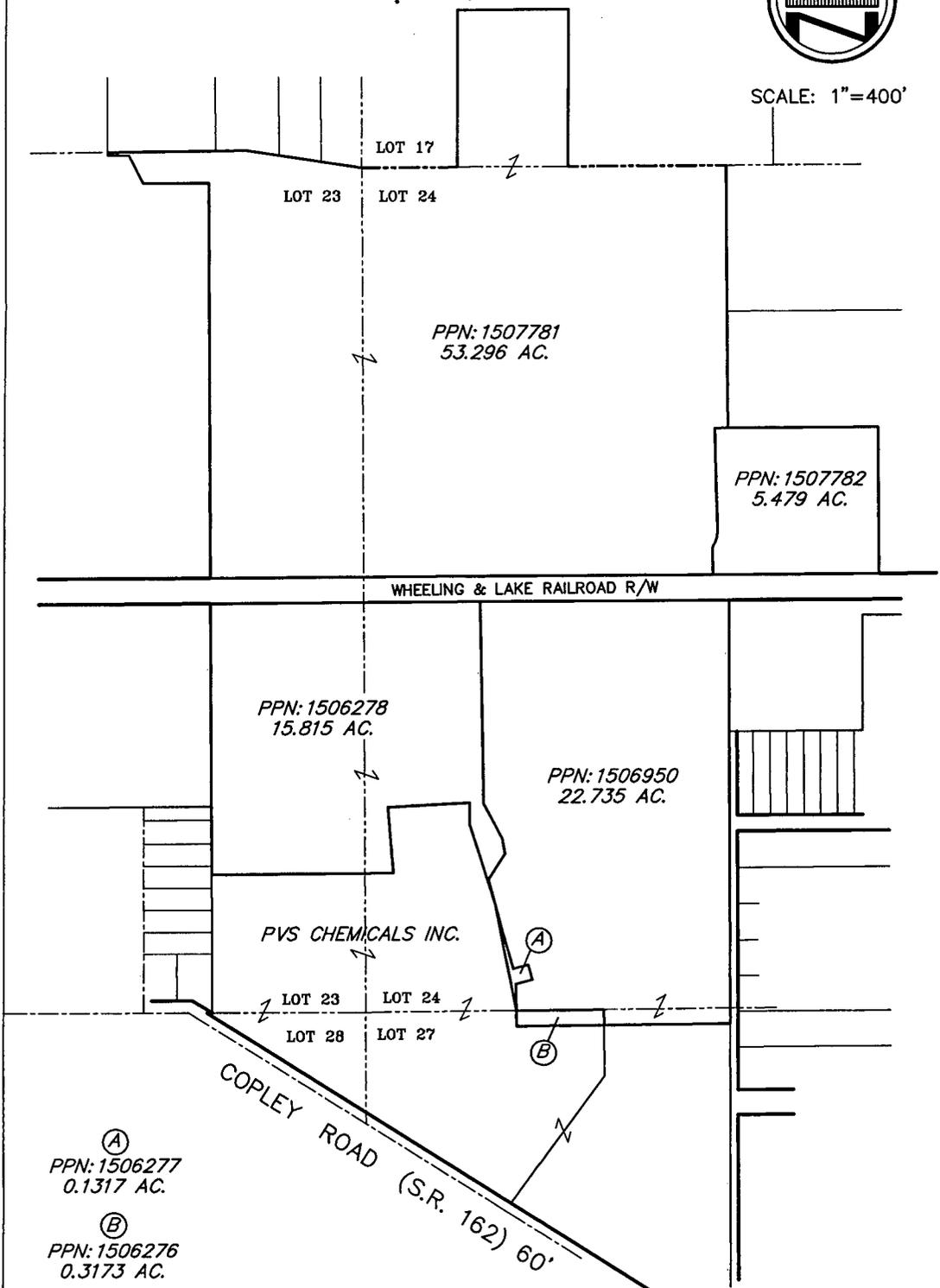


Exhibit C





SCALE: 1"=400'



Kristen Scalise, Summit Co Fiscal Office

Pg: 16 of 16
 10/21/2015 01:53P
 DE 140.00
56165616

Ⓐ
PPN: 1506277
0.1317 AC.

Ⓑ
PPN: 1506276
0.3173 AC.



EXHIBIT MAP 3M COMPANY PROPERTIES COPLEY TOWNSHIP SUMMIT COUNTY- OHIO	
 CAMPBELL & ASSOCIATES, INC. Land Surveying 3485 Fortuna Drive Ste 100 Akron, Ohio 44321 (330) 945-4117	JOB NO. 20140029
	SHEET 1 OF 1