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Fee Amt: \$132.00 Page 1 of 15
Lorain County, Ohio
Judith M Nedwick County Recorder

File **2013-0479041**

To be recorded with Deed
Records – ORC §317.08

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by BASF Corporation ("Owner" and "Holder") having offices at 100 Park Avenue, Florham Park, New Jersey 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 consisting of a parcel of land situated at 120 Pine Street, Elyria in Lorain County, Ohio, and legally described in Exhibit A hereto (collectively referred to herein as the "Property"); and

Whereas, in the mid-1980s a prior owner of the Property submitted to the United States Environmental Protection Agency ("U.S. EPA") a certification under the Resource Recovery and Conservation Act ("RCRA"), identifying potential releases of hazardous wastes or constituents at the Property;

Whereas as a result of the identification of potential releases at the Property, a soil and groundwater investigation was conducted at the Property, which found metals contamination at the Property that was ubiquitous throughout the Property;

Whereas, the constituents of concern that were identified by the investigation at concentrations that exceeded the acceptable risk level for on-site workers under the industrial scenario consisted of arsenic in on-site surface soil and flood plain soil and arsenic, cadmium, and copper in river bank soil;

Whereas the prior owner proposed a remedial action that, among other things, consisted of capping the entire site and imposing an institutional control prohibiting residential use of the Property, which U.S. EPA approved;

Whereas USEPA subsequently incorporated the approved remedy into a Hazardous Waste Permit issued by USEPA that covered the property;

Whereas subsequently, Ohio EPA obtained primacy of the RCRA Corrective Action process in Ohio;

Whereas, Ohio EPA has issued a Hazardous Waste Facility Installation and Operation Permit Renewal, Ohio Permit No. 02-47-0028 (the "Ohio Permit") by Ohio EPA, to the Owner, under which Permit Condition E.8 requires Owner to complete the corrective action for the Property approved by the U.S. EPA; and

Whereas, the Administrative Record of the corrective action is maintained as the file titled "BASF, OHD 004 203 519" in the Ohio EPA Northeast district Office, 2110 East

Aurora Road, Twinsburg, Ohio 44087; and

Whereas, the implementation of appropriate use restrictions on the Property is required to protect human health and the environment, based upon a human health risk assessment and an ecological risk assessment performed of the Property;

Now therefore, Owner, Holder 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 an approximately thirteen (13) acre tract of real property in Lorain County, Ohio, and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein ("Property").
3. Owner. BASF Corporation, having offices at 100 Park Avenue, Florham Park, New Jersey is the owner of the Property.
4. Holders. Owner, whose address is listed above, is a holder of this Environmental Covenant. In the event of a future transfer of the Property such that the Owner would no longer own the Property, BASF Corporation, shall remain a Holder.
5. Activity and Use Limitations. As part of the corrective action for the Property as identified in the Ohio Permit, Owner and Holder hereby imposes and agrees to comply with the following activity and use limitations.
 - A. 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, preschools and infirm or elderly day care facilities;
 - iii. Hotels and motels;
 - iv. Educational and religious facilities;
 - v. Correctional Facilities;
 - vi. Outdoor parks and playgrounds;
 - vii. Hospitals and other extended care medical facilities;
 - viii. Transient or other residential facilities; and

- ix. Production of food-chain products by agricultural means for animal or human consumption.

The term "Industrial Activities" shall include, but is not limited to, 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 and parking/driveway use.

- B. The consumption, extraction or other use of water underlying the Property for potable purposes shall be prohibited. In addition, the construction and/or use of water wells on the Property is prohibited, except for such groundwater well testing, monitoring, sampling and/or other corrective actions required or approved by any governmental entities with jurisdiction over such matters, including without limitation, U.S. EPA or the Director of the Ohio EPA.
 - C. Excavation of all or any portion of the Property shall be prohibited, except in conjunction with a health and safety plan that provides notice to construction and maintenance workers and describes health and safety protection measures.
 - D. In the event that any activity by the holder of an encumbrance, identified in Paragraph 12, below, constitutes a violation of these use and activity restrictions, Owner or Transferee (as defined below) 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 Holder 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 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 any non-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, 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 on an annual basis a written certification which complies with the requirements of Ohio Administrative Code Rule 3745-50-42(B)(C)(D) that the activity and use limitations remain in place and are being complied with.
10. Recordation of Environmental Covenant. Within thirty (30) days after the date of the final required signature upon this covenant, Owner shall record, in the office of the Lorain 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 _____, 20____, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE LORAIN COUNTY RECORDER ON _____, 20____, 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, preschools and infirm or elderly day care facilities;
- iii. Hotels and motels;
- iv. Educational and religious facilities;
- v. Correctional Facilities;

- vi. Outdoor parks and playgrounds;
- vii. Hospitals and other extended care medical facilities;
- viii. Transient or other residential facilities; and
- ix. Production of food-chain products by agricultural means for animal or human consumption.

The term "Industrial Activities" shall include, but is not limited to, 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 and parking/driveway use.

The consumption, extraction or other use of water underlying the Property for potable purposes shall be prohibited. In addition, the construction and/or use of water wells on the Property is prohibited, except for such groundwater well testing, monitoring, sampling and/or other corrective actions required or approved by any governmental entities with jurisdiction over such matters, including without limitation, U.S. EPA or the Director of the Ohio EPA.

Excavation of all or any portion of the Property shall be prohibited, except in conjunction with a health and safety plan that provides notice to construction and maintenance workers and describes health and safety protection measures. In the event that any activity by the holder of an encumbrance, identified in Paragraph 12, below, constitutes a violation of these use and activity 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.

The then 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 encumbrances listed and described in Exhibit B 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 hold any interest (e.g., encumbrance) in the Property and notified such parties of the Owner's intention to enter into this Environmental Covenant; and
 - E. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected.
13. Amendment or Termination. This Environmental Covenant may be amended or terminated only by consent of all the following: the Owner or a Transferee, the Holder, and Ohio EPA, pursuant to ORC § 5301.90 and other applicable law. Amendment means any changes to the Environmental Covenant, including the 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 Lorain County Recorder's Office, and shall provide a true 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 Lorain 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 real 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 EPA shall be submitted to:

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

and

Ohio Environmental Protection Agency
Northeast District Office
Division of Environmental Response and Revitalization
2110 East Aurora Road
Twinsburg, Ohio 44807
Attn: DERR Manager

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

IT IS SO AGREED:

BASF Corporation

Sandra L. Kowaleski
Signature of Owner and Holder

Signature of Owner and Holder

SANDRA L. KOWALESKI, SITE DIRECTOR

Printed Name and Title

July 27, 2013

Date

State of Ohio)

County of Cuyahoga)

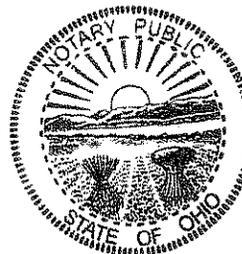
ss:

Before me, a notary public, in and for said county and state, personally appeared, a duly authorized representative of BASF Corporation, who acknowledged to me that he did execute the foregoing instrument on behalf of BASF Corporation.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 27 day of JULY, 2013

Paul Bellitto Jr
Notary Public

Notary Public



PAUL BELLITTO JR
Notary Public, State of Ohio
My Commission Expires
September 04, 2016

EXHIBIT A

LEGAL DESCRIPTION OF ENVIRONMENTAL COVENANT AREA

LAND SITUATED IN THE CITY OF ELYRIA, COUNTY OF LORAIN AND STATE OF OHIO AND BEING PART OF BLOCKS 95, 96, 97, 98, 99 AND 101, AND PORTIONS OF STREETS (NOW VACATED) BETWEEN THE BRANCHES OF BLACK RIVER, AS SHOWN IN HEMAN ELY'S ADDITION TO ELYRIA TOWN PLAT RECORDED IN VOLUME 1 OF MAPS, PAGE 35, LORAIN COUNTY RECORDS, DESCRIBED AS FOLLOWS:

SUBLOT 523 IN BLOCK 96 AS ORIGINALLY PLATTED EXCEPTING THEREFROM THE SOUTHERLY 35 FEET THEREOF LYING WEST OF THE WESTERLY LINE OF LOCUST STREET (66' WIDE), AND ALSO EXCEPTING THEREFROM THE SOUTHERLY 15 FEET OF THE EASTERLY 66' TAKEN FOR ROAD PURPOSES FOR LOCUST STREET (FORMERLY MAPLE ST.) AS SHOWN ON THE MAP DEDICATING JOHN ST. AND 15' EXTENSION OF MAPLE ST. NORTH AS RECORDED IN VOLUME 8 OF MAPS, PAGE 26, LORAIN COUNTY RECORDS, AND SAID SUBLOT 523 ALSO BEING BOUNDED ON THE NORTH AND WEST BY THE SOUTHERLY AND EASTERLY TOP OF BANKS OF THE EAST BRANCH OF BLACK RIVER; SUBLOTS 524 THROUGH 527 IN BLOCK 96, BOUNDED ON THE NORTH BY THE SOUTHERLY TOP OF BANK OF THE EAST BRANCH OF BLACK RIVER; SUBLOT 528 IN BLOCK 96 BOUNDED ON THE NORTH AND EAST BY THE SOUTHERLY AND WESTERLY TOP OF BANKS OF THE EAST BRANCH OF BLACK RIVER; THE SOUTHERLY 16 FEET OF SUBLOT 529 AND ALL OF SUBLOTS 530 THROUGH 533 IN BLOCK 97; ALL OF SUBLOTS 538 THROUGH 545 AND THE EXTENSION OF THE LOT LINES OF SAID SUBLOTS EASTERLY TO THE WESTERLY TOP OF BANK OF THE EAST BRANCH OF BLACK RIVER IN BLOCKS 98 AND 99; SUBLOT 546 IN BLOCK 98; THAT PORTION OF BLOCK 99 BEING BOUNDED ON THE NORTH BY THE SOUTHERLY LINE OF SUBLOT 545 AND ITS EASTERLY EXTENSION TO THE WESTERLY TOP OF BANK OF THE EAST BRANCH OF BLACK RIVER, ON THE WEST BY THE EAST LINE OF CEDAR STREET (66' WIDE), ON THE SOUTH BY THE NORTHERLY LINES OF THE PENNSYLVANIA LINES RAILROAD PROPERTY AND ON THE EAST BY THE WEST LINE OF BLOCK 101; BLOCK 101 BEING BOUNDED ON THE WEST BY THE EAST LINE OF BLOCK 99, ON THE NORTHEAST BY THE SOUTHWESTERLY TOP OF BANK OF THE EAST BRANCH OF BLACK RIVER AND ON THE SOUTH BY THE NORTHERLY LINES OF THE PENNSYLVANIA LINES RAILROAD PROPERTY; VACATED SHERMAN ST (66' WIDE, FORMERLY RIVER ST.) AS SHOWN IN SAID HEMAN ELY'S ADDITION TO ELYRIA TOWN PLAT, AND BOUNDED ON THE EAST BY THE WESTERLY TOP OF BANK OF THE EAST BRANCH OF BLACK RIVER; VACATED CEDAR STREET (66' WIDE) AND PINE ST (66' WIDE) BY CITY ORDINANCE 81-154 AND 84-10, BOUNDED ON THE SOUTH BY THE NORTHERLY LINES OF THE PENNSYLVANIA LINES RAILROAD PROPERTY AND ON THE WEST BY THE EASTERLY LINE OF CENTER STREET EXTENDED SOUTHERLY TO THE SOUTHERLY LINE OF PINE STREET; VACATED JOHN STREET (60' WIDE) AS SHOWN ON THE MAP DEDICATING JOHN ST. AND 15' EXTENSION OF MAPLE ST. NORTH AS RECORDED IN VOLUME 8 OF MAPS, PAGE 26, LORAIN COUNTY RECORDS; VACATED CENTER ST. (66' WIDE) BY CITY ORDINANCE 62-130; ALSO THE EASTERLY 64.01 FEET (AS MEASURED PERPENDICULARLY FROM THE WESTERLY LINE OF CEDAR ST) OF SUBLOT 509 IN BLOCK 95, IN SAID HEMAN ELY'S ADDITION TO ELYRIA TOWN PLAT.

ALSO THE EASTERLY 64.01 FEET (AS MEASURED PERPENDICULARLY FROM THE WESTERLY LINE OF CEDAR ST.) OF THE FOLLOWING LAND: SUBLOTS 9, 10, PART OF SUBLOT 11 (BOUNDED ON THE SOUTH BY A NORTHERLY LINE OF THE PENNSYLVANIA LINES RAILROAD PROPERTY), AND VACATED MECHANIC ST. (30' WIDE) AS SHOWN IN STARR'S ADDITION TO ELYRIA VILLAGE, BEING A SUBDIVISION OF LOT 508 OF HEMAN ELY'S ALLOTMENT IN BLOCK 95, BETWEEN THE BRANCHES OF BLACK RIVER AS RECORDED IN VOLUME 1 OF MAPS, PAGE 28, LORAIN COUNTY RECORDS.

SAID LAND DESCRIBED ABOVE LIES NORTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE NORTHEAST CORNER OF LOCUST STREET (66' WIDE) AS DEDICATED BY SAID PLAT IN VOLUME 8 OF MAPS, PAGE 26; PROCEEDING THENCE S. 89° 39' 30" W. 66.00 FEET TO THE WESTERLY LINE OF SAID LOCUST STREET; THENCE N. 00° 14' 01" W. 20.00 FEET ALONG AN EASTERLY LINE OF SUBLOT 523; THENCE S. 89° 39' 10" W. 240 FEET TO A POINT OF ENDING ON THE EASTERLY TOP OF BANK OF THE EAST BRANCH OF BLACK RIVER; THENCE BEGINNING AT THE AFOREMENTIONED NORTHEAST CORNER OF LOCUST STREET AND PROCEEDING THENCE S. 00° 14' 01" E. 410.72 FEET ALONG THE EASTERLY LINE OF SAID LOCUST STREET TO THE SOUTHWEST CORNER OF SUBLOT 535; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SUBLOT 533, N. 89° 39' 30" E. 197.92 FEET TO A POINT ON THE WESTERLY LINE OF CENTER STREET (66' WIDE); THENCE N. 00° 14' 01" W. 132.00 FEET ALONG SAID WESTERLY LINE TO THE SOUTHWEST CORNER OF VACATED CENTER STREET, ALSO BEING THE SOUTHWEST CORNER OF SUBLOT 531; THENCE N. 89° 39' 30" E. 66.00 FEET TO THE SOUTHWEST CORNER OF VACATED CENTER STREET; THENCE S. 00° 14' 01" E. 461.92 FEET ALONG THE EASTERLY LINE OF CENTER STREET EXTENDED SOUTHERLY TO THE SOUTHERLY LINE OF PINE STREET (66' WIDE); THENCE ALONG A LINE PARALLEL WITH THE WESTERLY LINE OF VACATED CEDAR STREET (66' WIDE) AND BEING 64.01 PERPENDICULAR THERETO, S. 00° 02' 15" W. 223.29 FEET TO A POINT ON A NORTHERLY LINE OF THE PENNSYLVANIA LINES RAILROAD PROPERTY; THENCE ALONG THE NORTHERLY LINES OF THE PENNSYLVANIA LINES RAILROAD PROPERTY ON THE FOLLOWING 9 COURSES: N. 75° 27' 52" E. 66.14 FEET TO THE WESTERLY LINE OF SAID VACATED CEDAR STREET; THENCE CONTINUING N. 75° 27' 52" E. 34.08 FEET TO THE CENTERLINE OF SAID VACATED CEDAR STREET; THENCE ALONG SAID CENTERLINE N. 00° 02' 10" E. 28.87 FEET; THENCE S. 89° 57' 50" E. 33.00 FEET TO THE EASTERLY LINE OF SAID VACATED CEDAR STREET; THENCE N. 88° 22' 50" E. 90.07 FEET; THENCE N. 75° 20' 00" E. 78.48 FEET; THENCE N. 69° 52' 00" E. 96.34 FEET; THENCE N. 75° 53' 00" E. 272.71 FEET; THENCE N. 83° 12' 00" E. 124.5 FEET TO THE POINT OF ENDING ON THE SOUTHWESTERLY TOP OF BANK OF THE EAST BRANCH OF BLACK RIVER.

PROPERTY DESCRIBED ABOVE, BE THE SAME MORE OR LESS, AS PARCELS 2, 3, 7-15, 21-26 AND PARTS OF PARCELS 1 AND 4 AS DESCRIBED IN THE BASF CORPORATION/HARSHAW CHEMICAL COMPANY MERGER DOCUMENTS RECORDED AS FILE NO. 2008-0277268, LORAIN COUNTY RECORDS, LORAIN COUNTY, OHIO, LYING SOUTH AND WEST OF THE SOUTHERLY AND WESTERLY TOP OF BANKS OF THE EAST BRANCH OF BLACK RIVER, AND ALSO PARTS OF VACATED STREETS AND ALLEYS ABUTTING SAID PARCELS.

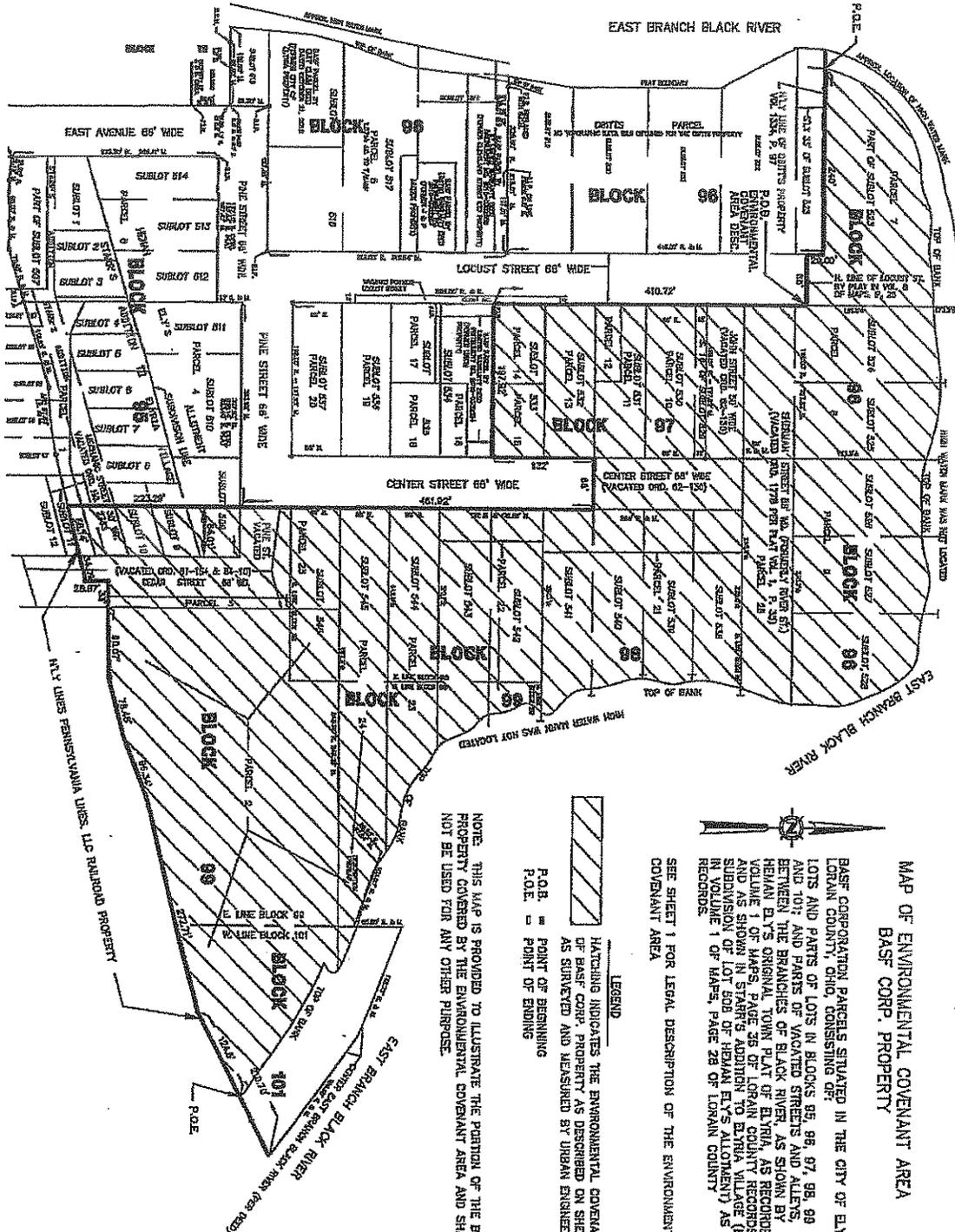
PROPERTY MAY BE SUBJECT TO LEGAL ROAD RIGHT OF WAYS AND WATERWAYS (EAST BRANCH OF BLACK RIVER AT HIGH WATER MARK) AND OTHER EASEMENTS, RIGHTS, AND RESTRICTIONS OF RECORD.

DATE 2-14-2012
SHEET NO. 1 OF 2
REVISED 3-1-2012
REVISED 3-16-2012



URBAN ENGINEERING CO.
6748 ALLEN ROAD
ALLEN PARK, MICHIGAN 48101
PH: (313) 383 - 5155
FAX: (313) 383 - 8338

JOB 8424-ELYRIA, OHIO
ENVIRONMENTAL COVENANT AREA



**MAP OF ENVIRONMENTAL COVENANT AREA
BASF CORP. PROPERTY**

BASF CORPORATION PARCELS SITUATED IN THE CITY OF ELYRIA, LORAIN COUNTY, OHIO, CONSISTING OF:
 LOTS AND PARTS OF LOTS IN BLOCKS 86, 87, 88, 89, 90, 91 AND 101; AND PARTS OF VACATED STREETS AND ALLEYS, BETWEEN THE BRANCHES OF BLACK RIVER, AS SHOWN BY HEMAN ELY'S ORIGINAL TOWN PLAT OF ELYRIA, AS RECORDED IN VOLUME 1 OF MAPS, PAGE 35 OF LORAIN COUNTY RECORDS, AND AS SHOWN IN STAR'S ADDITION TO ELYRIA VILLAGE (BEING A SUBDIVISION OF LOT 808 OF HEMAN ELY'S ALLOTMENT) AS RECORDED IN VOLUME 1 OF MAPS, PAGE 28 OF LORAIN COUNTY RECORDS.

SEE SHEET 1 FOR LEGAL DESCRIPTION OF THE ENVIRONMENTAL COVENANT AREA

LEGEND
 HATCHING INDICATES THE ENVIRONMENTAL COVENANT AREA OF BASF CORP. PROPERTY AS DESCRIBED ON SHEET 1, AND AS SURVEYED AND MEASURED BY URBAN ENGINEERING CO.
 P.O.B. = POINT OF BEGINNING
 P.O.E. = POINT OF ENDING

NOTE: THIS MAP IS PROVIDED TO ILLUSTRATE THE PORTION OF THE BASF PROPERTY COVERED BY THE ENVIRONMENTAL COVENANT AREA AND SHALL NOT BE USED FOR ANY OTHER PURPOSE.

SCALE 1" = 150'
 DATE 2-14-2012
 SHEET NO. 2 OF 2
 REVISED 3-1-2012
 REVISED 3-16-2012



URBAN ENGINEERING CO.
 6748 ALLEN ROAD
 ALLEN PARK, MICHIGAN 48101
 PH: (313) 883 - 5155
 FAX: (313) 883 - 8338

JOB 8424-ELYRIA, OHIO
 ENVIRONMENTAL COVENANT AREA

EXHIBIT B

**BASF Elyria Environmental Covenant
Exhibit B**

Easement Holder	Date	Easement Description	Easement Location
City of Elyria	1927	Vacation of City Road reserved prior rights granted for sewer, water, gas, telephone, electric and other utility	30 foot alley that runs from east to west between East Avenue and Cedar Street
City of Elyria	2/17/1930	Sanitary Sewer Easement - Allows sanitary sewer to be constructed and maintained on 10 foot strip of land.	Part of Lot 523 in H.E. Ely's Addition
City of Elyria	4/15/1930	Sanitary Sewer Easement - Allows sanitary sewer to be constructed, maintained, inspected, repaired, removed and replaced on 10 foot strip of land.	Parts of lots 524, 525, 526, 527, and 528 in Lots 97 & 98 in H.E. Ely's Addition; part of Lot 54 east of Black River
City of Elyria	11/1/1955	Water Main easement - grants right to lay, maintain, operate, repair and remove a watermain on 10 foot strip of land	Part of Lot 523 of Block 96
City of Elyria	10/11/2011	Vacation of City Street - reserves right of any utilities in the vacated road	Portion of Locust Street
City of Elyria Windstream Communications Inc, a subsidiary of Windstream Corporation	1/25/2012 1927	Sanitary Easement - for lift station and sanitary sewer Windstream has a telephone line that runs through the street that was vacated by the City of Elyria in 1927	Part of sublot 523 in Block 96 30 foot alley that runs from east to west between East Avenue and Cedar Street
Columbia Gas of Ohio, Inc.	10/11/2011	Columbia Gas has a gas line in the portion of Locust Street vacated in 2011	Portion of Locust Street
Columbia Gas of Ohio, Inc.	12/7/1967	Grants the right to lay, maintain, operate, repair, replace and remove a gas line, valves and other necessary appurtenances.	The portion of Center Street that has been vacated, starting at property line and extending north 200 feet to measuring station
Norfolk Southern Railway Company	1/2/1857	Grants a 66' wide right of way for a railroad. Granted to the Cleveland and Toledo Railroad Company, a predecessor of Norfolk Southern.	Block 101 & 102

BASF Elyria Environmental Covenant
Exhibit B

<u>Easement Holder</u>	<u>Date</u>	<u>Easement Description</u>	<u>Easement Location</u>
Norfolk Southern Railway Company	6/30/1880	Allows a railway crossing through various properties. Granted to Lake Shore and Michigan Southern Railway, a predecessor of Norfolk Southern.	Northeast part of Block 80; Block 79 and southern part of Block 78; lot 516 in Block 96; lot 517 and part of lot 518 in Block 96. Lot 519 in Block 96.
Norfolk Southern Railway Company	4/12/1893	Reserves 10 feet wide across the property behind a building for a railway track 10 feet wide from the tracks of the Lake Shore and Michigan Southern Railway Company, a predecessor of Norfolk Southern for a railway track.	Part of Block 99.
Norfolk Southern Railway Company	8/17/1895	Subject to 12' wide Right of Way across east end of the land for the RR track of the Lake Shore and Michigan Southern Railway, a predecessor of Norfolk Southern.	Lots 542 & 543 in Block 98; Lot 99 east of Lots 542 & 543.
Norfolk Southern Railway Company	4/10/1897	A 12 foot right of way across the land is granted for a railroad track as surveyed by the Lake Shore and Michigan Southern Railway Company, a predecessor of Norfolk Southern, on October 29, 1895.	Part of Block 99
Norfolk Southern Railway Company	1/31/1901	Lots 538-540 contain a reservation for the Lake Shore & Michigan Southern Railroad Company, a predecessor of Norfolk Southern, for railroad track 12 feet wide	Lots 538, 539, 540 and 541
Norfolk Southern Railway Company	5/29/1901	Subject to 12' wide Right of Way across east end of the land for the RR track of the Lake Shore and Michigan Southern Railway, a predecessor of Norfolk Southern. (Corrects errors in 8/17/1895 deed above)	Lots 542 & 543 in Block 98; Part of Lot 99 lying east of lots 542 & 543.
Norfolk Southern Railway Company	12/30/1908	Reserves a 12' right of way for a railroad track.	Lot 545 in Block 98 and all land between lot 545 and west bank of East Branch of Black River in Block 99.
Norfolk Southern Railway Company	1/30/1920	Reserves a 10 foot strip for railroad	20 foot strip of land north and adjoining to lot 523

**BASF Elyria Environmental Covenant
Exhibit B**

<u>Easement Holder</u>	<u>Date</u>	<u>Easement Description</u>	<u>Easement Location</u>
Norfolk Southern Railway Company	1/25/1921	Subject to a 12' right of way across the eastern end of the property along the Black River upon which is located a switch track for the New York Central Railroad. Grants a perpetual easement for maintenance, operation and renewal for any railroad purposes of the existing track to New York Central Railroad, a predecessor of Norfolk Southern. The easement is 20 feet in width. Allows existing buildings within easement to stay, but no rebuild or new buildings allowed in easement.	Lot 545; part of Lots 544 and 546 in Block 98; part of Block 99 of Herman Ely's Addition.
Norfolk Southern Railway Company	2/3/1930	Recognizes the property is subject to a 12' right of way across the eastern end of the property along the Black River upon which is located a switch track for the New York Central Railroad.	Part of Block 99 between the branches of the Black River
Norfolk Southern Railway Company	4/8/1931	Easement for 20 feet for a railroad siding for New York Central Railroad, a predecessor to Norfolk Southern. Allows location, maintenance, use, operation, reconstruction, repair, renewal and removal of standard gauge railroad track.	Lot 545, parts of Lots 544 and 546 in Block 98 and part of Lot 99 of Herman Ely's addition.
Norfolk Southern Railway Company	10/28/1958	Power line easement - 15 feet on each side of a power line for transmission and distribution. Grants right to erect, inspect, operate, replace, repair and maintain. Grants rights of ingress and egress, and right to trim forage. To be in place only for as long as Ohio Edison sells power to property owner	20' strip of land, 10 feet on each side of centerline of existing track between Pine Street and Cedar Street
Ohio Edison Company	7/11/1961		Blocks 99 and 101 between the branches of the Black River as shown by Herman Ely's original Town Plat of Elyria

