IN THE COURT OF COMMON PLEAS
COLUMBIANA COUNTY, OHIO

STATE OF OHIO, ex rel. RICHARD CORDRAY OHIO ATTORNEY GENERAL,	:	Case No. 2010 CV 248
Plaintiff,	:	Judge Pike
v.	:	
A&L SALVAGE, LLC, et al.,	:	
Defendants.	:	

Agreed Preliminary Injunction

Without waiving any rights to its available remedies in law and equity, Plaintiff, State of Ohio, and Defendant A&L Salvage, LLC ("A&L") hereby jointly submit this Agreed Preliminary Injunction to resolve Plaintiff's Motion for Preliminary Injunction, whereby A&L agrees to the following:

- This Court orders that A&L will forfeit and not contest Ohio EPA using A&L's Landfill Financial Assurance Surety Bond issued by Evergreen National Indemnity Company dedicated to funding the closure of the C&DD landfill owned by A&L ("Facility) and, subsequent to final closure, A&L will forfeit and not contest Ohio EPA using A&L's Landfill Financial Assurance Surety Bond issued by Evergreen National Indemnity Company dedicated to post closure care of the Facility;
- This Court orders and A&L has agreed to the attached and executed agreement providing Ohio EPA and its contractors full access to the Facility as necessary for its activities related to the subsurface warming event, sampling and landfill covering and closure activities, including the use of soils;
- This Court orders and A&L agrees that within 10 days of the entry of this order, A&L will agree to provide Ohio EPA a lien on the property in the amount of $500,000 to use for activities related to conditions at the Facility.

Respectfully submitted,

Vorys, Sater, Seymour and Pease LLP

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IT IS SO ORDERED

_____
Judge Pike

_____
Date

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing Agreed Preliminary Injunction was served by Regular U.S. Mail and electronic mail on this 30th day of March, 2010, upon the following:

Thomas C. Loepp
Maistros & Loepp, Ltd.
3580 Darrow Road
Stow, OH 44224

Attorney for Defendants, Amato Properties, LLC, Jack Amato, the Amato Family Trust and Jeffrey Aldrich

~~Kristin L. Watt~~
Nicholas Bryan

AUTHORIZATION AND CONSENT FOR ACCESS TO PROPERTY

The undersigned, Stephen M. Callahan is the CEO of A&L Salvage, LLC. A&L Salvage, LLC (the "Owner"), is the owner of real property located at 11225 State Route 45, Lisbon, Ohio (the "Property"). The Property is described on deeds entered into the records of the Columbiana County Recorder. The Property includes Parcels 07-00136.000, 07-00160.000, 13-01049.001, 13-00999.001, 13-00262.000, and 13-01050.000. The Property is identified and more specifically described in Exhibit A, with the exception of Parcel 13-01050.000 which encompasses approximately 12.755 acres.

The undersigned represents that A&L Salvage, LLC holds fee simple title to the property subject to the interests or encumbrances identified in Exhibit B attached hereto and incorporated by reference herein. The Owner is a "person" as that term is defined in Ohio Revised Code Sections 3734.01(G) and 3714.01(H), and Ohio Administrative Code Sections 3745-27-01(B)(27) and 3745-400-01(DD).

Ohio Revised Code Section 3734.281 provides that the Director of the Ohio Environmental Protection Agency may use the money in the environmental protection remediation fund to remediate conditions at a hazardous waste facility, a solid waste facility, a construction and demolition debris facility, or another location at which the director has reason to believe there is a substantial threat to public health or safety or the environment. That Section also provides that the Director may enter into agreements with federal, state, or local government agencies, nonprofit organizations, and colleges and universities for the performance of those remediations.

Ohio Revised Code Section 3734.85(A) authorizes the Director of the Ohio Environmental Protection Agency, through employees or a contractor, to enter upon the land on which an accumulation of scrap tires is located and to remove and transport the scrap tires to a scrap tire recovery, storage or disposal facility. That section also authorizes the Director to expend monies in the scrap tire management fund created in Ohio Revised Code Section 3734.82 for the costs of conducting scrap tire removal actions.

Ohio Revised Code Section 3745.01(C) authorizes the Director of the Ohio Environmental Protection Agency to enter into such contracts and agreements as are necessary to further the purposes of Ohio Revised Code Chapter 3734., 3704., 6111., and 3714.

Authorization and Consent of Owner

The Owner hereby authorizes and consents to allow the Ohio Environmental Protection Agency ("Ohio EPA"), its contractors, and its authorized representatives to access and enter upon the Property at all reasonable times for the purpose of taking the necessary and appropriate preventive and/or corrective action, and to conduct that action, including but not limited to completing closure; performing post-closure care; conducting

environmental remediation and site maintenance; or removing, processing, treating, and disposing of scrap tires, and other such actions as are necessary to remove the scrap tires and other associated solid wastes and or construction and demolition debris, if any, from the Property. This authorization and consent is effective immediately upon execution of this Agreement and shall remain in full force and effect until all necessary and appropriate preventive and/or corrective action has been completed at the Property by Ohio EPA, its contractors, and its authorized representatives.

The Owner acknowledges that the preventive and/or corrective actions may require the use of heavy equipment. The Owner grants Ohio EPA rights-of-way and the right to improve existing roads or build necessary roads on, over, and across the Property for the purpose of conducting preventive and/or corrective action on the Property. Upon completion of the preventive and/or corrective actions, all improvements shall become the property and responsibility of the Owner.

The Owner agrees to take reasonable steps not to interfere with the preventive and/or corrective actions being undertaken at the Property and to provide any access assistance requested by Ohio EPA or its officers, employees, authorized representatives, or contractors.

The Owner hereby authorizes Ohio EPA and its officers, employees, authorized representatives, or contractors to utilize appropriate soils located on the Property for use on the Property for, including but not limited to, closure, post-closure care, conducting environmental remediation, and site maintenance.

The Owner agrees that this Agreement does not in any way restrict any right that the Ohio EPA has under federal, state, or local law to access or seek access to the Property.

The Owner hereby acknowledges that the Ohio EPA does not waive any rights to recover the costs of the preventive and/or corrective actions conducted pursuant to this Agreement. The Owner understands that Ohio EPA may seek cost recovery pursuant to Ohio Revised Code Section 3734.22 or any other applicable law, and may seek such recovery through the execution of a reimbursement agreement with the Owner, the filing of a lien, or through any other method permitted by law.

Waiver by Owner

By giving consent to access the Property, the Owner does not waive or otherwise compromise the Owner's rights and responsibilities under law, with the exception of those rights waived in giving this consent.

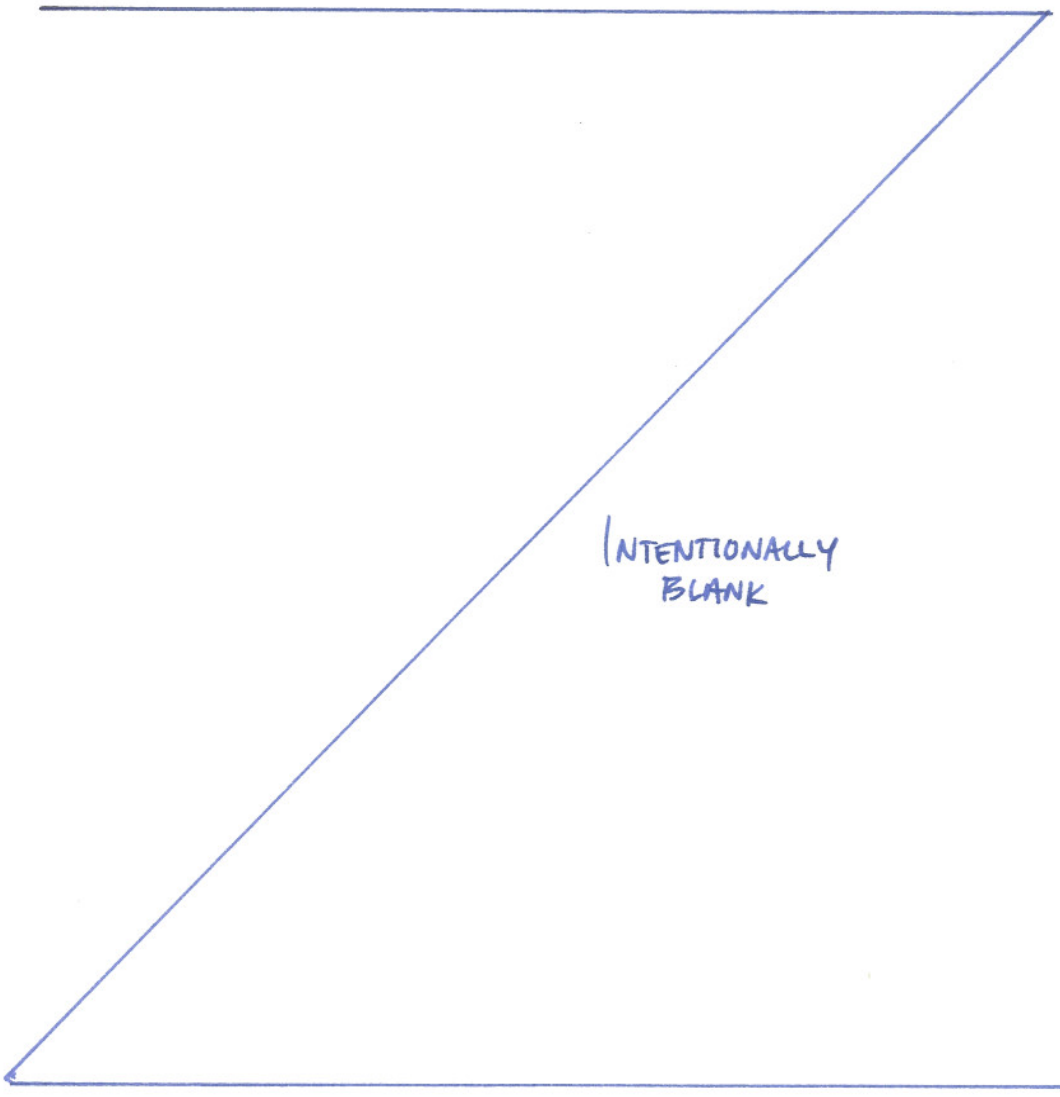
The Owner hereby relinquishes any claim of an ownership interest in any solid waste, scrap tires, construction and demolition debris, and other associated wastes that are removed from the Property and in any proceeds from their sale.

The Owner hereby agrees to waive any claims which may arise against Ohio EPA or its officers, employees, authorized representatives, or contractors in the course of

performing the actions described above. The Owner hereby also agrees to hold harmless Ohio EPA and its officers, employees, authorized representatives, and contractors utilized by Ohio EPA to conduct the preventive and/or corrective action for any damage to the Property incurred during or as a result of the actions undertaken pursuant to this Authorization and Consent for Access to Property.

The Owner hereby agrees to waive any challenge to a lien that is assessed against his/her property in accordance with the Ohio Revised Code or the common law of the state of Ohio for the costs associated with the activities conducted pursuant to this Agreement.

This written permission is given voluntarily, with knowledge of a right to refuse, and without other promises of any kind.



Property Owner

A&L Salvage, LLC

Stephen M. Callahan, CEO

Printed Name and Title

Stephen M Callahan

Signature

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

The Real Estate, comprising a 382.444 acre tract, is situated in the Townships of Elkrun and Center, County of Columbiana and the State of Ohio.

Being located in Section 36, Township 14, Range 3 of Center Township and being all of a 256.497 acre tract (Parcel No. 07-00136.000) as conveyed to A&L Salvage, Inc. by Warranty Deed as recorded in Deed Volume 927, Page 154 and being all of a 20.054 acre tract (Parcel No. 07-00160.000) as conveyed to A&L Salvage, Inc. by Quit Claim Deed as recorded in Instrument No. 03-0093 and also being located in Section 31, Township 11, Range 2 of Elkrun Township and being part of a 77.251 acre tract (Parcel No. 13-.01049.001) as conveyed to A&L Salvage, Inc. by Warranty Deed as recorded in Deed Volume 927, Page 151, being the remainder of a 1.696 acre tract (Parcel No. 13-00999.001) as conveyed to A&L Salvage, Inc. by Warranty Deed as recorded in Instrument No. 02-27945 and also by Quit Claim Deed as recorded in Instrument No. 02-27946 and being all of a 30.120 acre tract (Parcel No. 13-00262.000) as conveyed to A&L Salvage, Inc. by Quit Claim Deed as recorded in Instrument No. 03-0093 of the Columbiana County Deed Records and being more fully described as follows:

BEGINNING at a point in Black Road(T.R. 784)at the southeast comer of Section 36;

THENCE\ from said beginning and with the south line of Section 36, South 88 deg. 48 min. 22 sec. West, 2,144.25 feet to an iron pin (found) at the southeast corner of a 30.00 acre tract as conveyed to Paul M. McConnell (Deed Volume 1228, Page 51) (passing through an iron. pin (set) (on line) at 25.00 feet);

THENCE with the east line of said 30.00 acre tract, North 1 deg. 02 min. 20 sec. West, 2,647.41 feet to an iron pin (found) at the northeast corner of said 30.00 acre tract;

THENCE with the north line of said 30.00 acre tract, South 88 deg. 52 min. 00 sec. West, 270.00 feet to an iron pin (found) at the southeast comer of a 13.34 acre tract as conveyed to Samuel J. Sowards, Sr. (Deed Volume 641, Page 562);

THENCE with the east line of said 13.34 acre tract, North 00 deg. 48 min. 01 sec. West, 2,629.63 feet to an iron pin (found) at the northeast corner of said 13.34 acre tract and being on the north line of Section 36 and in the traveled portion of Mattix Road (T.R. 870);

THENCE with the north line of Section 36, North 88 deg- 47 min. 12 sec. East, 708.76 feet to an iron pin (found) on the west line of a 0.125 of an acre tract as conveyed to Gaskill Cemetery (Deed Volume 41, Page 772);

THENCE with the west line of said 0.125 of an acre tract, South 1 deg. 12 min. 48 sec. East, 52.20 feet to an iron pin (found) at the southwest corner of said 0.125 of an acre tract;

THENCE with the south line of said 0.125 of an acre tract, North 88 deg. 47 min. 12 sec. East, 104.36 feet to an iron pin (found) at the southeast corner of said 0.125 of an acre tract;

THENCE with the east line of said 0.125 of an acre tract, North 1 deg. 12 min. 48 sec. West, 52.20 feet to an iron pin (found) on the north line of Section 36;

THENCE with said north line of Section 36, North 88 deg. 47 min. 12 sec. East, 1,609.53 feet to a stone monument (found) at the northeast corner of said Section 36 and also being the northwest corner of Section 31;

THENCE with the north line of said Section 31, North 88 deg. 39 min. 17 sec. East, 1,359.50 feet to an iron pin (found) (referenced by a stone monument (found), North 57 deg. 19 min. 02 sec. East, 3.95 feet) and ***being*** at the northwest corner of a 6.186 acre tract as conveyed to Lois A. Rawson (Deed Volume 572, Page 156);

THENCE with the west line of said 6.186 acre tract, South 1 1 deg. 19 min. 52 sec'. East, 983.33 feet to an iron pin (found) at the southwest comer of said 6.186 acre tract;

THENCE South 85 deg. 53 min. 06 sec. East, 690.58 feet to an iron pin (set) at the southeast comer of said 6.186 acre tract and the southwest corner of a 5.78 acre tract as conveyed to Lois A. Rawson (Official Record Volume 176, Page 497);

THENCE North 84 deg. 53 min. 25 sec. East, 483.90 feet to a point at the southeast comer of said 5.78 acre tract;

THENCE with an east line of said 5.78 acre tract, North 49 deg. 55 min. 50 sec. West, 45.79 feet to a point on the east line of the Northwest Quarter of Section 31 and being *the* southeast corner of a 0.757 of an acre tract as conveyed to Lois A. Rawson (Instrument No. 02-27947);

THENCE along said east line of the Northwest Quarter of Section 31 and the east line of said 0-757 of an acre tract, North 1 deg. 10 min. 20 sec. West, 205.61 feet to a point at a comer of 0.757 of an acre tract and being in said State Route 45/U.S. Route 30;

THENCE with said State Route 45/U.S. Route 30, the following two (2) courses, South 49 deg. 48 min. 50 sec. East, 235.41 feet to a point;

THENCE with a curve to the right, having a radius of 5,729.578 feet, a delta angle of 1 deg. 26 min. 24 sec., for an arc length of 144.01 feet to a point, (chord bearing South 49 deg. 05 min. 38 see. East, 144.01 to a point;

THENCE leaving said State Route 45/U.S. Route 30, South 71 deg. 28 min. 42 sec. West, 218.12 feet (passing through an iron pin (found) (on line) at 30.31) to an iron pin (found) at the northwest comer of a 2.435 acre tract;

THENCE with a westerly line of said 2.435 acre tract, South 43 deg. 58 rain. 35 sec. East, 644.27 feet to an iron pin (found) at a corner of said 2.435 acre tract;

THENCE with a northerly line of said 2.435 acre tract, South 85 deg. 33 min. 07 sec. West, 1,350.36 feet to an iron pin (found) at the most westerly comer of said 2.435 acre

tract and on the north line of a 28.73 acre tract as conveyed to Mark Ten Mining & Consulting, Inc. (Official Record Volume 231, Page 450);

THENCE with said north line of a 28.73 acre tract, South 88 deg. 52 min. 33 sec. West, 543.91 feet to an iron pin (found) at the northwest corner of said 28.73 acre tract and being the northeast corner of a 30,120 acre tract as conveyed to A&L Salvage, Inc. (Instrument No. 03-0093);

THENCE with the west line of said 28.73 acre tract and the east line of said 30_120 acre tract, South 0 deg. 48 min. 36 sec. East, 1,009.79 feet to an iron pin (set) on the south line of said Northwest Quarter of Section 31 and being the southwest corner of said 28.73 acre tract and also being on the north line of a 13.96 acre tract surveyed to Dale E. and Debra F. Rambo (Deed Volume 691, Page 177);

THENCE with said south line of the Northwest Quarter of Section 31 and the north line of said 13.96 acre tract, South 88 deg. 54 min. 16 sec. West, 1,300.20 feet to a stone (found) at the southwest corner of the Northwest Quarter of Section 31;

THENCE South 88 deg. 52 min. 00 sec. West, 90.59 feet to a point in Black Road (T.R. 784) being the northwest corner of said 13.96 acre tract;

THENCE with the west line of said 13.96 acre tract and with said Black Road (T.R. 784), the following two (2) courses; South 25 deg. 25 min. 30 sec. East, 217.79 feet to a point;

THENCE South 0 deg. 50 min. 46 sec. East, 2,446.67 feet to the PLACE OF BEGINNING, containing 382.444 acres, more or less, but subject to all legal highways, right-of-ways and easements.

The above described 382.444 acre tract comprises all of a 256.497 acre tract and all of a 20.054 acre tract (which by a new survey contains 276.558 acres) in Section 36 of Center Township (of which 0.333 of an acre is within Mattix. Road (T.R. 870) and 3.333 acres are within Black Road (T.R. 748) and all of a 30.120 acre tract, remainder of a 1.696 acre tract (containing 0.939 of an acre) and 74.816 acres out of a 77.251 acre tract (of which 0.939 of an acre is within S.R. 45/1JS. 30).

AGREEMENT AND EASEMENT FOR DRIVEWAY IN COMMON BETWEEN A&L SALVAGE, INC. AND LOIS RAWSON (RECORDED IN INSTRUMENT NO. 020279413) DESCRIBED AS FOLLOWS:

Situated in Section 31 of Ellrun Township, Township 11, Range 2, Columbiana County, Ohio. Being bounded and described as follows:

COMMENCING at an iron pin found being the center of Section 31 and southwest corner of the Northeast Quarter of Section 31;

THENCE with the Quarter line, North 1 deg. 10 min. 20 sec. West, 1,536.14 feet to a point, said point being South 1 deg. 10 min. 20 sec. East, 1,107.14 feet from a stone at the northwest corner of the Northeast Quarter of Section 31 and being the TRUE PLACE OF BEGINNING:

THENCE Notch 56 deg_ 54 min. 20 sec. West, a distance of 115.12 feet to a gate post;

THENCE South 86 deg. 42 min. 56 sec. West, a distance of 355.27 feet to a point from which an iron pin being an angle in the line between A&L Salvage, Inc. and Lois Rawson bears North 4 deg. 6 min. 54 sec. East, 20.00 feet;

THENCE North 85 deg. 53 min. 06 sec. West, parallel to and 20 feet southerly (normal) to the line between A&L Salvage, Inc. and Lois Rawson, a distance of 685.05 feet to a point;

THENCE North 11 deg. 19 min. 52 sec. West, passing over an iron pin being an angle in the line between A&L Salvage, Inc. and Lois Rawson at 20.75 feet, a distance of 14.50 feet to a point;

THENCE South 85 deg. 53 min. 06 sec. East, being parallel to and 20 feet northerly (normal) to the line between A&L Salvage, Inc. and Lois Rawson, a distance 693.52 feet to a point from which an iron pin being an angle in the line between A&L Salvage, Inc. and Lois Rawson bears South 3 deg. 15 min. 39 sec. East, 20.17 feet;

THENCE North 85 deg. 35 min. 41 sec. East, a distance of 357.12 feet to a gate post;

THENCE North 74 deg. 48 min. 05 sec. East, a distance of 95.35 feet to the Quarter section line and the southeast most comer of a 0.757 acre parcel conveyed to Lois Rawson by A&L Salvage, Inc.;

THENCE North 82 deg. 09 min. 47 sec. East, a distance of 207.42 feet to a point in the centerline of U.S. Route 30;

THENCE with the centerline along a curve to the right defined as follows: Radius, 5,729.58 feet, Delta 1 deg. 02 min. 54 sec., Arc length 104.83, Tangent 52.42 feet, Chord bearing South 48 deg. 53 min. 53 sec. East, 104.83 feet to a point in .said centerline and the northeast corner of land of Mark Ten Mining, Inc.;

THENCE with said land South 71 deg. 28 min. 42 sec. West, passing over iron pins at 30.31 feet and 218.12 feet, a distance of 297.10 feet to the TRUE PLACE OF BEGINNING;

CONTAINING within said bounds 1.814 acres of land.

Bearings and distances are taken from deeds (Deed Volume 927, Page 151), (Deed Volume 927, Page 154), and (Deed Volume 946, Page 613);

Iron pins indicated (set) are 518 inch iron bars with plastic cap stamped Bair & Goodie.

EXHIBIT B

INTERESTS OR ENCUMBRANCES

- Easement from Lawrence M. Ramsey to the Ohio Bell Telephone Co., filed or record October 19, 1944 in Vol. 671, Page 468, Columbiana County, Ohio.

- Right of Way in the Deed from Richard D. Tray and Helen E. Tray, to Frances R. Miller and Michael B. Miller, filed of record June 15, 1981 in Vol. 1527, Page 599, Columbiana County, Ohio.

- Declaration of Covenants by A & L Salvage, Inc., filed of record on May 23, 2002, in Vol. 1008, Page 169, Columbiana County, Ohio.

- Agreement and Easement for Driveway in common, between A & L Salvage, Inc. and Lois Rawson, filed of record December 30, 2002, in Vol. 1088, Page 936, Columbiana County, Ohio.

- Right of Way between Ed. S. Hamilton and Eva E. Patterson and Stewart Patterson, filed of record on May 3, 1902., in Vol. 263, Page 386, Columbiana County, Ohio.

- Open-End Mortgage and Security Agreement dated as of April 1, 2003, by and between A&L Salvage, LLC, a limited liability company organized and existing under the laws of the State of Delaware, and Wells Fargo Bank Indiana, N.A., a national banking association, as trustee, recorded in the records of Columbiana County, Ohio, on April 24, 2003 at 2:45 pm at Instrument No. 038712.

- UCC Financing Statement from A&L Salvage, LLC, a limited liability company organized and existing under the laws of the State of Delaware, to Wells Fargo Bank Indiana, N.A., a national banking association, as trustee, recorded in the records of Columbiana County, Ohio, on April 24, 2003 at 2:45 pm at Instrument No. 038713.

- Memorandum of Lease between A & L Salvage, LLC and Great Lakes Energy Partners, L.L.C., filed of record September 14, 2004 in Book 1309, Page 235, Columbiana County, Ohio. Amendments and Ratifications of same, filed of record August 30, 2005 in Book 1401, Page 976 and December 9, 2005 in Book 1429, Page 88, Columbiana County, Ohio.