



State of Ohio Environmental Protection Agency

STREET ADDRESS:

Lazarus Government Center
122 S. Front Street
Columbus, Ohio 43215

TELE: (614) 644-3020 FAX: (614) 644-3184

MAILING ADDRESS:

P.O. Box 1049
Columbus, OH 43216-1049

CERTIFIED MAIL

June 11, 2004

Re: Director's Final Findings & Orders
BP Products North America, Inc.
Toledo Refinery
The Standard Oil Company

D. B. Pinkert, Vice President
BP Products North America, Inc.
4101 Winfield Road
Warrenville, Illinois 60555

Dear Mr. Pinkert:

Here are the Director's Final Findings and Orders (Orders) issued to BP Products North America, Inc., Toledo Refinery on June 10, 2004. These Orders were effective the date of journalization.

The second original "Use Restriction Agreements" are being returned to your attorney of record.

If you have any questions concerning compliance with these Orders, do not hesitate to contact John Pasquarette at (419) 352-8461.

Sincerely,

Pamela S. Allen, Manager
Regulatory and Information Services
Division of Hazardous Waste Management

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Attachments

cc: Michael A. Savage, Chief, DHWM
Ed Lim, Mgr., ERAS, DHWM
Fran Kovac, Legal
Heidi Greismer, PIC
John Pasquarette, DHWM, NWDO
James L. Lucari, Esq., BP Products North America

Bob Taft, Governor
Jennette Bradley, Lieutenant Governor
Christopher Jones, Director

BEFORE THE
OHIO ENVIRONMENTAL PROTECTION AGENCY

In the Matter of:

BP Products North America Inc.
Toledo Refinery
4001 Cedar Point Road
Oregon, Ohio

The Standard Oil Company
4101 Winfield Road
Warrenville, Illinois 60555

Director's Final
Findings and Orders

OHIO E.P.A.
JUN 10 2004
ENTERED DIRECTOR'S JOURNAL

Respondents

PREAMBLE

It is agreed by the parties hereto as follows:

I. JURISDICTION

These Director's Final Findings and Orders (Orders) are issued to BP Products North America Inc. (Respondent BP) and The Standard Oil Company (Respondent Standard Oil) (together, Respondents) pursuant to the authority vested in the Director of the Ohio Environmental Protection Agency (Ohio EPA) under Ohio Revised Code (ORC) §§ 3734.13 and 3745.01.

II. PARTIES BOUND

These Orders shall apply to and be binding upon Respondents and successors in interest liable under Ohio law. No change in ownership of the Respondents or of the Facility shall in any way alter Respondents' obligations under these Orders.

III. DEFINITIONS

Unless otherwise stated, all terms used in these Orders shall have the same meaning as defined in ORC Chapter 3734 and the rules promulgated thereunder.

I certify this to be a true and accurate copy of the
official document as filed in the records of the Ohio
Environmental Protection Agency.

By: Jonny Jackson Date: 6-10-04

IV. FINDINGS

The Director of Ohio EPA has determined the following findings:

1. Respondents are "persons" as defined in ORC Section 3734.01(G) and Ohio Administrative Code (OAC) rule 3745-50-10(A).
2. Respondent Standard Oil owns and Respondent BP operates, a refinery, located at 4001 Cedar Point Road, Oregon, Lucas County, Ohio, east of the City of Toledo (Facility). The Facility occupies approximately 465 acres in Sections 22, 23, 26 and 27 of Township 9 South, Range 8 East, in Lucas County, Ohio, south of Maumee Bay and east of Otter Creek and the Maumee River. Title to the real property covered by these Orders is held in the name of Respondent The Standard Oil Company, an Ohio corporation and corporate affiliate of Respondent BP.
3. Petroleum refining operations commenced at the site in 1920. The Facility produces aviation and motor gasoline, turbine fuel, distillate fuels, asphalt, coke, light petroleum gas, propylene, carbon dioxide and sulfur. The Facility is a large quantity generator of hazardous waste and has been assigned identification number OHD005057542.
4. A number of current and former hazardous waste management units have existed at the Facility, including the following three units for which the Director of Ohio EPA recently approved closure plans: Auxiliary Pond, Jake's Lake, and Main Pond (Closed Units). The Closed Units are located on real property within the boundaries of the Facility.
5. Auxiliary Pond is a diked impoundment encompassing an area of approximately 0.963 acres near the northeast boundary of the Facility. It was excavated from and constructed of native clay soils and was placed in operation in 1977. Auxiliary Pond was used to store hazardous waste sludges from the Facility's waste water treatment plant. Auxiliary Pond was operated until 1987, after which it was closed. Closure of the unit included removal and de-watering and/or solidification of sludges along with the removal of underlying impacted soils. The stabilized sludge and impacted soils were removed for off-site disposal.
6. Jake's Lake is a below grade impoundment encompassing an area of approximately 2.031 acres near the center of the Facility. It was constructed in the late 1950's in a shallow excavation with perimeter dikes built up from native clay soils. Jake's Lake was used to store and treat

various waste streams prior to discharge to the Facility's waste water treatment plant. Jake's Lake was operated until 1986, after which it was decommissioned and closed. Closure activities included removal, de-watering and/or solidification of sludges along with removal of underlying impacted soils. The stabilized sludge and impacted soils were removed for off-site disposal.

7. Main Pond is a diked impoundment encompassing an area of approximately 0.727 acres located near the north end of the Facility. It was constructed in 1976 to replace the Interim Sludge Pond located in the same area. Native clay soils were used to form a liner and the dikes around the perimeter of the unit. Main pond received and stored hazardous waste sludges from the Facility's waste water treatment plant processes. Main Pond was operated until 1988, when it was decommissioned and closed. Closure activities included removal, de-watering and/or solidification of sludges along with removal of underlying impacted soils. The stabilized sludge and impacted soils were removed for off-site disposal.
8. Each of the Closed Units at the Facility is subject to the final Ohio Hazardous Waste Facility Installation and Operation Permit (Ohio ID No. 03-48-0411) (Permit) issued pursuant to ORC § 3734.05(I) and OAC rule 3745-50-51(D) and entered in the Director's journal on May 23, 2002.
9. On July 21, 2003, the Director approved Respondent BP's application for a Class 2 modification of the Permit incorporating Respondent BP's amended closure plan for the Auxiliary Pond and Jake's Lake units into the Permit for final approval.
10. On August 28, 2003, the Director approved Respondent BP's application for a Class 2 modification of the Permit incorporating Respondent BP's amended closure plan for the Main Pond unit into the Permit for final approval.
11. The implementation of a use restriction that restricts land use on the Respondent Standard Oil's real property comprising the Closed Units is required to achieve the risk-based closure standards applicable to the Closed Units as set forth in the approved amended closure plans incorporated into the Permit.
12. On June 30, 1989, Ohio EPA received final authorization from U.S. EPA to administer the hazardous waste program in Ohio.

13. Respondent BP generates or has generated "hazardous waste" as that term is defined in section 1003(5) of the Solid Waste Disposal Act, as amended by RCRA, as amended, 42 U.S.C. § 6903(5) and in ORC § 3734.01(J) and OAC rules 3745-50-10 and 3745-51-03.
14. Respondent BP generates or has generated "solid waste" as that term is defined in ORC § 3734.01(E) and OAC rule 3745-27-01.
15. The Closed Units are located on three separate parcels of real property legally described in Attachment A attached hereto and incorporated by reference herein and collectively referred to as the "Subject Property."
16. Respondents' proposed land use restriction touches and concerns the Subject Property in that it is intended to limit the use of the Subject Property, restrict certain activities from occurring on the Subject Property, and/or require certain operation and/or maintenance activities to occur on the Subject Property.
17. These Orders and implementation and maintenance of the land use restriction are necessary to protect human health and the environment, and to prevent conditions at the Subject Property from constituting or threatening to cause or contribute to air or water pollution or soil contamination.
18. It is the intent of the Parties that the covenants, terms, conditions, and restrictions of the land use agreements attached to these Orders as Attachments B, C, and D be binding upon, and inure to the benefit of, the Parties and continue as a servitude running in perpetuity with the Subject Property. It is the further intention of the Parties that the land use restriction described in Attachments B, C, and D to these Orders be enforceable at law or in equity by Ohio EPA against Respondents for as long as Respondent Standard Oil shall own the Subject Property and against any lessee, mortgagee, transferee, easement holder, and/or other future owner of any interest in the Subject Property.

V. ORDERS

Respondents shall achieve compliance with Chapter 3734 of the ORC and the regulations promulgated thereunder according to the following compliance schedule:

1. Within thirty (30) days after the effective date of these Orders, Respondents shall record, in the office of the County Recorder of the county in which the Subject Property is located, in an instrument whose recording is provided for by law, the land use restriction agreement attached as Attachments B, C, and D to these Orders that restricts activities at the Subject Property to industrial uses only. The terms and conditions of such Attachments B, C, and D are hereby incorporated into these Orders and shall be binding upon Respondents.
2. Within thirty (30) days after recording the land use restriction agreement in Attachments B, C, and D to these Orders as referenced in Order No. 1 above, Respondents shall certify to Ohio EPA that the land use restriction agreement has been filed for recording, and include with the certification a file and date-stamped copy of the land use restriction.
3. For so long as Respondents retains an ownership interest in the Subject Property, Respondents shall ensure that no portion of the Subject Property will be used in any manner that would violate the use restrictions applicable to the Subject Property under these Orders. Respondents shall submit on a quadrennial basis, written documentation verifying that the use restrictions remain in place and are being adhered to.
4. Upon the conveyance of any interest in any portion of the Subject Property, including but not limited to easements, deeds, leases and mortgages, Respondents shall include in the instrument of conveyance that portion of the land use restriction agreement attached as Attachments B, C, and D to these Orders that describes the restriction on activities at the Subject Property to industrial uses only, and is so identified in Paragraph 2 of each Attachment.
5. No later than thirty (30) days prior to executing any instrument conveying any interest in any portion of the Subject Property, including but not limited to deeds, leases and mortgages, Respondents shall provide written notice to Ohio EPA of the conveyance, in accordance with Section X of these Orders. Respondents' notice shall include the name and address of the transferee.
6. Prior to executing any instrument conveying any interest in any portion of the Subject Property, including but not limited to easements, deeds, leases and mortgages, Respondents shall notify the transferee of the existence of the use restriction in Attachments B, C, and D to these Orders and shall provide a copy of these Orders and Attachments B, C, and D to the transferee.

7. Within thirty (30) days after conveyance of any interest in the Subject Property, the Respondents shall submit to Ohio EPA, via certified mail, the following information:
 - a. A copy of the deed or other documentation evidencing the conveyance;
 - b. The name, address, and telephone number of the transferee and the name, address, and telephone number of the contact person for the transferee;
 - c. A legal description of the portion of the Subject Property being transferred;
 - d. A survey map of the portion of the Subject Property being transferred; and
 - e. The closing date of the transfer of ownership of the portion of the Subject Property.

VI. TERMINATION

Respondents' obligations under these Orders shall terminate when Respondents certify in writing and demonstrate to the satisfaction of Ohio EPA that Respondents has performed all obligations under these Orders and Ohio EPA's Division of Hazardous Waste Management, or its successor, acknowledges, in writing, the termination of these Orders. If Ohio EPA does not agree that all obligations have been performed, then Ohio EPA will notify Respondents of the obligations that have not been performed, in which case Respondents shall have an opportunity to address any such deficiencies and seek termination as described above.

The certification shall contain the following attestation: "I certify that the information contained in or accompanying this certification is true, accurate and complete."

This certification shall be submitted by Respondents to Ohio EPA and shall be signed by a responsible official of each Respondent. For purposes of these Orders, a responsible official is a corporate officer who is in charge of a principal business function of each Respondent.

VII. OTHER CLAIMS

Nothing in these Orders shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person, firm, partnership or corporation, not a party to these Orders, for any liability arising from, or related to, the operation of Respondent Standard Oil's Facility.

VIII. OTHER APPLICABLE LAWS

All actions required to be taken pursuant to these Orders shall be undertaken in accordance with the requirements of all applicable local, state and federal laws and regulations. These Orders do not waive or compromise the applicability and enforcement of any other statutes or regulations applicable to Respondents.

IX. MODIFICATIONS

These Orders may be modified by agreement of the parties hereto. Modifications shall be in writing and shall be effective on the date entered in the journal of the Director of Ohio EPA.

X. NOTICE

All documents required to be submitted by Respondents pursuant to these Orders shall be addressed to:

Ohio Environmental Protection Agency
Northwest District Office
Division of Emergency and Remedial Response
347 North Dunbridge Road
Bowling Green, Ohio 43402
Attn: DHWM Manager

and Ohio EPA Central Office at the following address:

For mailings, use the post office box number:

Ohio Environmental Protection Agency
Lazarus Government Center
Division of Hazardous Waste Management

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BP Products North America Inc.
The Standard Oil Company
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P.O. Box 1049
Columbus, Ohio 43216-1049
Attn: Manager, Compliance Assurance Section

- For deliveries to the building:

Christopher Jones, Director
Ohio Environmental Protection Agency
Lazarus Government Center
Division of Hazardous Waste Management
122 South Front Street
Columbus, Ohio 43215
Attn: Manager, Compliance Assurance Section,

or to such persons and addresses as may hereafter be otherwise specified in writing by Ohio EPA.

XI. RESERVATION OF RIGHTS

Ohio EPA and Respondents each reserve all rights, privileges and causes of action, except as specifically waived in Section XII of these Orders.

XII. WAIVER

Respondents consent to the issuance of these Orders and agree to comply with these Orders.

Respondents hereby waive the right to appeal the issuance, terms and conditions, and service of these Orders, and Respondents hereby waive any and all rights Respondents may have to seek administrative or judicial review of these Orders either in law or equity.

Notwithstanding the preceding, Ohio EPA and Respondents agree that if these Orders are appealed by any other party to the Environmental Review Appeals Commission, or any court, Respondents retain the right to intervene and participate in such appeal. In such an event, Respondents shall continue to comply with these Orders notwithstanding such appeal and intervention unless these Orders are stayed, vacated or modified.

XIII. EFFECTIVE DATE

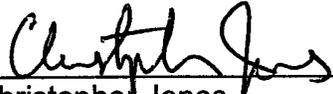
The effective date of these Orders is the date these Orders are entered into the Ohio EPA Director's journal.

XIV. SIGNATORY AUTHORITY

Each undersigned representative of a party to these Orders certifies that he or she is fully authorized to enter into these Orders and to legally bind such party to these Orders.

IT IS SO ORDERED AND AGREED:

Ohio Environmental Protection Agency



Christopher Jones
Director

June 10, 2004
Date

IT IS SO AGREED:

BP PRODUCTS NORTH AMERICA INC.



Signature

5-24-04
Date

D. B. Pinkert
Printed or Typed Name

Vice President
Title

THE STANDARD OIL COMPANY



Signature

Date 5/24/04

D. B. Pinkert

Printed or Typed Name

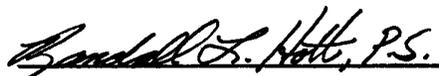
Vice President

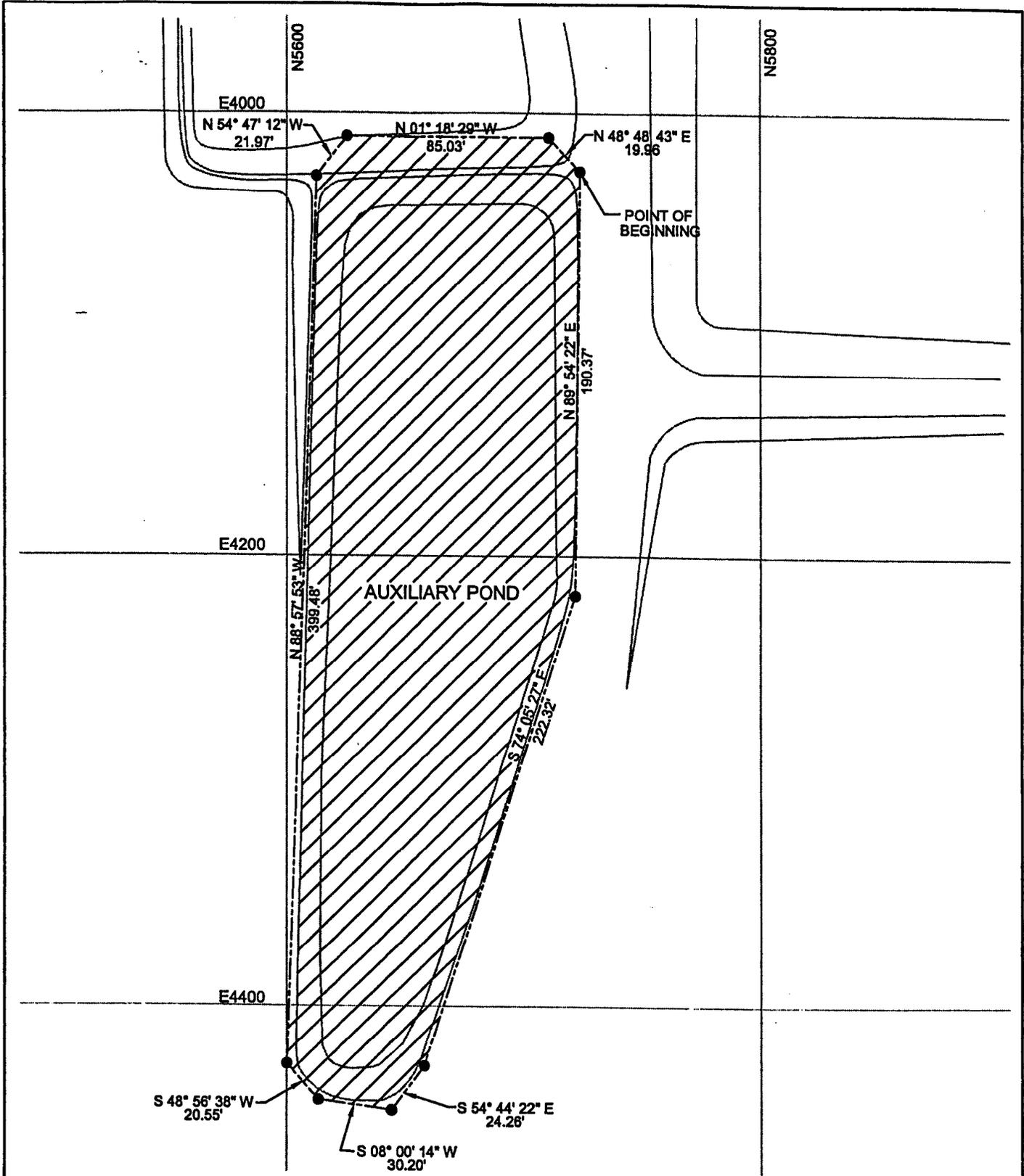
Title

Being a parcel of land (Parcel NO.: 44-51821) situated on the Navarre tract all East of relocated Otter Creek Road EXC 1.25 acres South-East Corner & EXC South 100 feet North 1025.60 feet lying West of East 1594 feet EXC 108.36 Acres in ELY PT., 4001 Cedar Point Road, Oregon City, Lucas County, Ohio. And being more particularly bounded and described as follows:

Beginning at a point at the Northwest corner of the parcel, having SPC N738343.930; E1709411.209, thence, North 89-54'-22" East, a distance of 190.37 feet to a point having SPC N738344.242; E1709601.574, thence, South 74-05'-27" East, a distance of 222.32 feet to a point having SPC N738283.301; E1709815.379, thence, South 54-44'-22" East, a distance of 24.26 feet to a point having SPC N738269.296; E1709835.188, thence, South 08-00'-14" West, a distance of 30.20 feet to a point having SPC N 738239.390; E1709830.983, thence, South 48-56'-38" West , a distance of 20.55 feet to a point having SPC N738225.893; E1709815.487, thence, North 88-57'-53" West, a distance of 399.48 feet to a point having SPC N738233.111; E1709416.072, thence, North 54-47'-12" West , a distance of 21.97 feet to a point having SPC N738245.779; E1709398.122, thence, North 01-18'-29" West. A distance of 85.03 feet to a point having SPC N738330.787; E1709396.181, thence, North 48-48'-43" East, a distance of 19.96 feet to the point of beginning. Said parcel of ground containing 0.963 Acres of land more or less and is subject to all legal highways and other easements and restrictions of record.

The abovementioned bearings are based upon State Plane Coordinates, North Zone, NAD 83, using site monumentation provided by the URS Corp. and depicted on Standard Oil Company drawing No. 49-52-d1; Rev. 7


RANDALL L. HOTT P.S. 7206



TOLEDO REFINERY

Figure 1
Auxiliary Pond Boundary Survey

URS



Note:
 The above mentioned bearings are based upon State Plane Coordinates, North Zone, NAD 83, depicted on the Standard Oil Company drawing No. 49-52-d1; Rev. 7

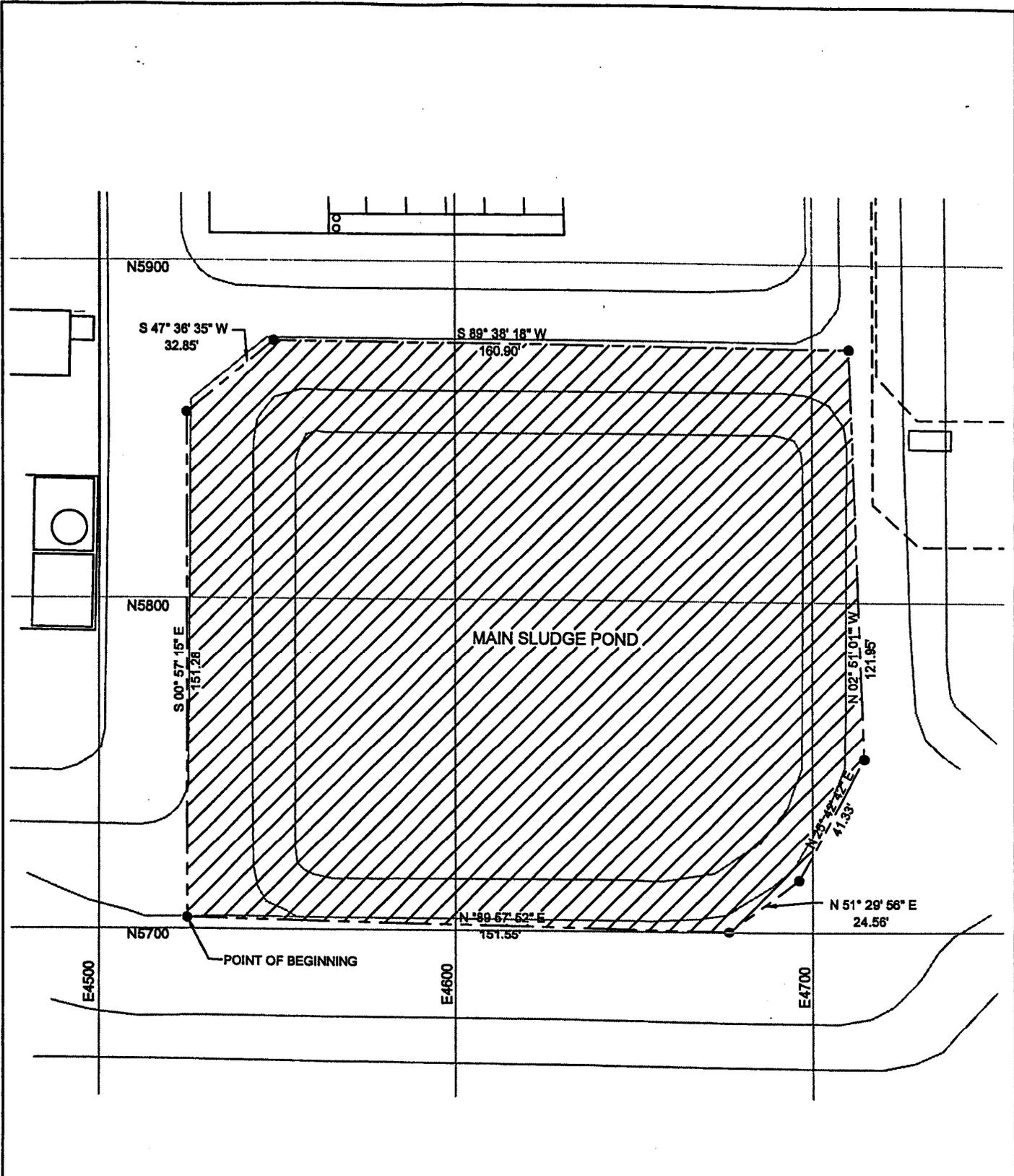
MAIN SLUDGE POND

Being a parcel of land (Parcel NO.: 44-51821) situated on the Navarre tract all East of relocated Otter Creek Road EXC 1.25 acres South-East Corner & EXC South 100 feet North 1025.60 feet lying West of East 1594 feet EXC 108.36 Acres in ELY PT., 4001 Cedar Point Road, Oregon City, Lucas County, Ohio. And being more particularly bounded and described as follows:

Beginning at a point at the Southwest corner of the parcel, said point having SPC N738318.908; E1709110.007, thence, North 89-57'-52" East, a distance of 151.55 feet, to point having SPC N738319.002; E1709261.553, thence, North 51-29'-56" East, a distance of 24.56 feet, to a point having SPC N738334.291; E1709280.774, thence, North 25-42'-42" East, a distance of 41.33 feet, to a point having SPC N738371.529; E1709298.704, thence, North 02-51'-01" West, a distance of 121.95 feet, to a point having SPC N738493.328; E1709292.640, thence, South 89-38'-18" West, a distance of 160.90 feet, to a point having SPC N738492.313; E1709131.743, thence, South 47-36'-35" West a distance of 32.85 feet, to a point having SPC N738470.166; E1709107.481, thence, South 00-57'-15" East, a distance of 151.28 feet, to the POINT OF BEGINNING. Said parcel of ground containing 0.727 Acres of land more or less and is subject to all legal highways and other easements and restrictions of record.

The abovementioned bearings are based upon State Plane Coordinates, North Zone, NAD 83, using site monumentation provided by the URS Corp. and depicted on Standard Oil Company drawing No. 49-52-d1; Rev. 7


RANDALL L. HOTT P.S. 7206



TOLEDO REFINERY

Figure 1
Main Sludge Pond Boundary Survey

URS

Note:
 The above mentioned bearings are based upon State Plane Coordinates, North Zone, NAD 83, depicted on the Standard Oil Company drawing No. 49-52-d1; Rev. 7



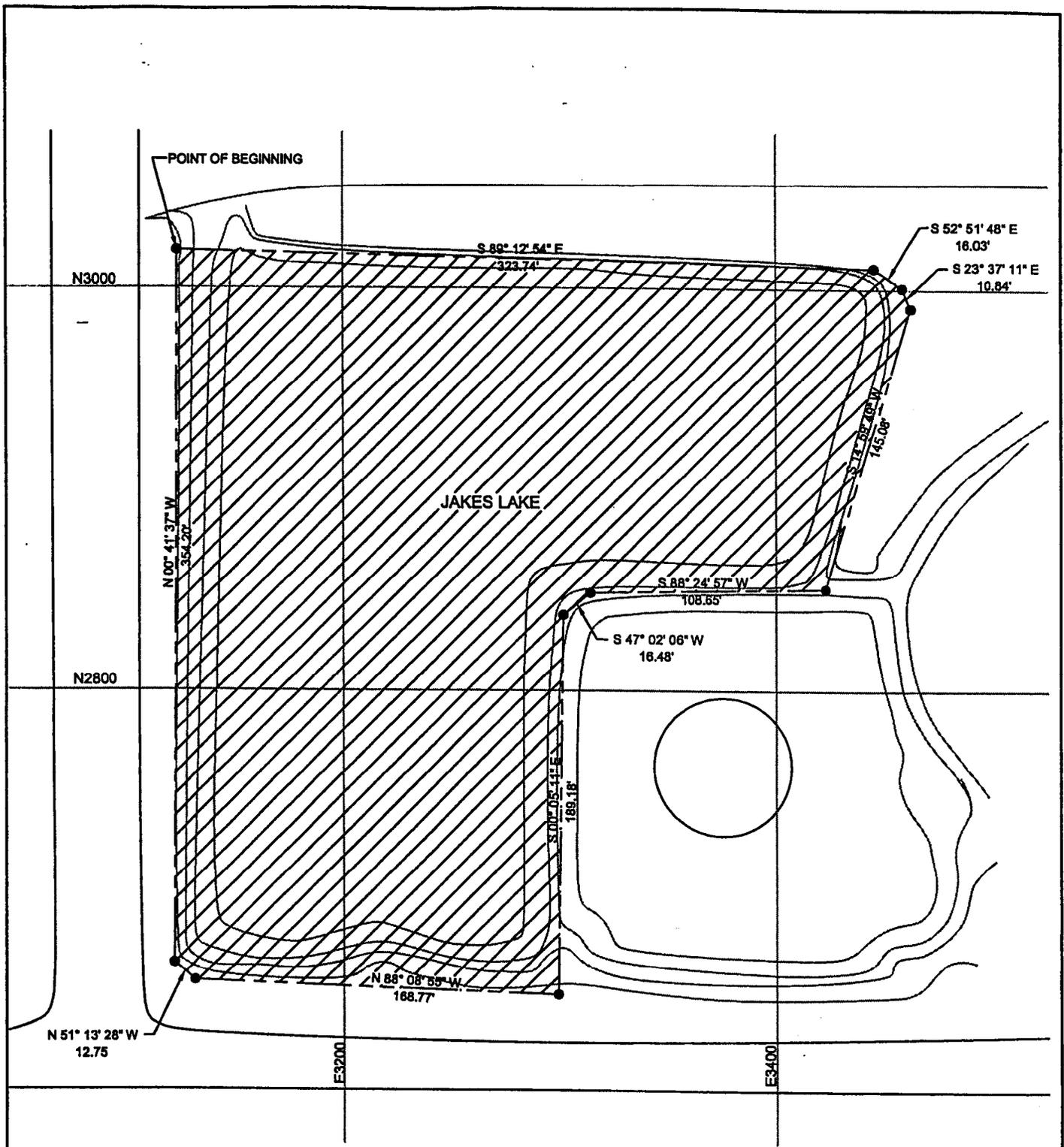
JAKES LAKE PARCEL

Being a parcel of land (Parcel NO.: 44-51821) situated on the Navarre tract all East of relocated Otter Creek Road EXC 1.25 acres South-East Corner & EXC South 100 feet North 1025.60 feet lying West of East 1594 feet EXC 108.36 Acres in ELY PT., 4001 Cedar Point Road, Oregon City, Lucas County, Ohio. And being more particularly bounded and described as follows:

Beginning at a point at the Northwest corner of the parcel, having SPC N735617.065; E1707740.565, thence; South 89-12'-54" East, a distance of 323.73 feet to a point having SPC N735612.630; E1708064.266, thence; South 52-51'-48" East, a distance of 16.03 feet to a point having SPC N735602.952; E1708077.045, thence; South 23-37'-11" East, a distance of 10.84' to a point having SPC N735593.020; E1708081.388, thence, South 14-59'-49" West, a distance of 145.08 feet to a point having SPC N735452.882; E1708043.846, thence, South 88-24'-57" West, a distance of 108.65 feet to a point having SPC N735449.878; E1707935.238, thence, South 47-02'-06" West, a distance of 16.48 feet to a point having SPC N735438.646; E1707923.178, thence, South 00-05'-11" East a distance of 189.18 feet to a point having SPC N735249.466; E1707923.464, thence, North 88-08'-55" West, a distance of 168.77 feet to a point having SPC N735254.919; E1707754.782, thence, North 51-13'-28" West, a distance of 12.75 feet to a point having SPC N735262.904; E1707744.842, thence, North 00-41'-37" West, a distance of 354.20 feet, to the point of beginning. Said parcel of ground containing 2.031 Acres of land more or less and is subject to all legal highways and other easements and restrictions of record.

The abovementioned bearings are based upon State Plane Coordinates, North Zone, NAD 83, using site monumentation provided by the URS Corp. and depicted on Standard Oil Company drawing No. 49-52-d1; Rev. 7


RANDALL L. HOTT P.S. 7206



TOLEDO REFINERY

Figure 1

Jake's Lake Boundary Survey

URS



Note:
 The above mentioned bearings are based upon State Plane Coordinates, North Zone, NAD 83, depicted on the Standard Oil Company drawing No. 49-52-d1; Rev. 7

USE RESTRICTION AGREEMENT

This Use Restriction Agreement ("Agreement") is entered into by The Standard Oil Company, having offices at Warrenville, DuPage County, Illinois and the Ohio Environmental Protection Agency ("Ohio EPA"). This Agreement concerns an approximately 0.963 acre tract of real property owned by The Standard Oil Company ("Owner") and located at Oregon, Lucas County, Ohio.

The use restrictions set forth below are necessary to protect human health and the environment from exposure to residual contaminants and to achieve compliance with certain risk-based closure standards applicable to a closed hazardous waste management unit located on Owner's real property and referred to as the Auxiliary Pond, as set forth in an approved amended closure plan for the Subject Property.

For purposes of this Agreement, the Subject Property is defined in Exhibit A attached hereto and incorporated by reference herein.

Now therefore, Owner and Ohio EPA (the "Parties") agree to the following:

1. Intention of the Parties. This Agreement touches and concerns the Subject Property in that it is intended to limit the use of the Subject Property and restrict certain activities from occurring on the Subject Property. It is also the intent of the Parties that the covenants, terms, conditions and restrictions of this Agreement be binding upon and inure to the benefit of the Parties and continue as a servitude running in perpetuity with the Subject Property. It is the further intention of the Parties that the land use restriction described herein be enforceable at law or in equity by Ohio EPA against Owner for as long as Owner shall own the Subject Property, and against any Transferee, as defined herein.
2. Use Restrictions. As part of the closure activities at the Subject Property and in consideration for the Director of Ohio EPA's forbearance to require unrestricted land use for the Subject Property, Owner agrees to impose and comply with the following restrictions:

The Subject Property shall not be used for residential, commercial (other than those associated with and incidental to industrial operations) or agricultural activities, but may be used for certain industrial activities. The term "residential activities" shall include, but not be limited to, the following:

- (a) Single and multi-family dwelling and rental units;
- (b) Day care centers and preschools;
- (c) Hotels and motels;

- (d) Educational (except as a part of industrial activities within the Subject Property) and religious facilities;
- (e) Restaurants and other food and beverage services (except as a part of industrial activities within the Subject Property);
- (f) Entertainment and recreational facilities (except as a part of industrial activities within the Subject Property);
- (g) Hospitals and other extended care medical facilities; and
- (h) Transient or other residential facilities.

The term "industrial activities" shall include manufacturing, refining, processing operations and office and warehouse use, including but not limited to production, storage and sales of durable goods and other non-food chain products and parking/driveway use.

3. Running with the Land. The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon and inure to the benefit of the Owner and the State of Ohio and their successors in interest and assigns and any Transferee, and shall run with the land, subject to termination and modification as described below. The term "Transferee," as used in this Agreement, shall mean any future owner of any interest in the Subject Property, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

4. Modification and Termination of the Agreement. The Owner or a Transferee may request modification or termination of this Agreement by submitting a written petition to the Director of Ohio EPA. "Modification" means any changes to the Agreement, including the use restrictions outlined in Section 2 above, or the elimination of one or more use restrictions when there is at least one use restriction remaining. "Termination" means the elimination of all use restrictions in Section 2 and all other obligations under this Agreement. The Director of Ohio EPA will evaluate a request for modification or termination of the Agreement based on a demonstration by the Owner or Transferee that the proposed modification or termination of this Agreement will not pose a risk to public health or safety or the environment.

The Director of Ohio EPA may request modification or termination of this Agreement in the event that the Director determines that risks posed by the Subject Property have substantially changed subsequent to the execution of this Agreement. Nothing in this Agreement shall restrict the Director from exercising any authority under applicable law in order to protect public health or safety or the environment.

This Agreement may only be modified or terminated by a written instrument duly executed by the Director of Ohio EPA and the Owner or the Transferee of the Subject Property or portion of the Subject Property, as applicable. Within thirty (30) days of executing a modification or termination of this Agreement, the Owner or Transferee shall record such modification or termination with the Lucas County Recorder's Office, and shall provide a true copy of the recorded modification or termination to Ohio EPA.

5. Enforcement. Compliance with this Agreement may be enforced by a legal or equitable action brought in a court of competent jurisdiction by either Party to this Agreement. The use restrictions contained in Section 2 of this Agreement may be enforced by the Owner, the Director of Ohio EPA or his representative and any other party with legal standing by bringing a legal or equitable action in a court of competent jurisdiction. Failure to timely enforce compliance with this Agreement or the use restrictions 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.

6. Restatement of Use Restriction upon Conveyance. Each instrument hereafter conveying any interest in the Subject Property or any portion of the Subject Property shall contain a restatement of the use restrictions contained in Section 2 of this Agreement, and provide the recorded location of this Agreement. The restatement shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO A USE RESTRICTION AGREEMENT, DATED _____, 200_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE _____ COUNTY RECORDER ON _____, 200_, IN [DOCUMENT ____, or BOOK ____, PAGE ____,] IN FAVOR OF, AND ENFORCEABLE BY, THE STATE OF OHIO. THE AGREEMENT CONTAINS THE FOLLOWING USE RESTRICTIONS:

"The Subject Property shall not be used for residential, commercial (other than those associated with and incidental to industrial operations) or agricultural activities, but may be used for certain industrial activities. The term "residential activities" shall include, but not be limited to, the following:

- (a) Single and multi-family dwelling and rental units;
- (b) Day care centers and preschools;
- (c) Hotels and motels;
- (d) Educational (except as a part of industrial activities within the Subject Property) and religious facilities;

- (e) Restaurants and other food and beverage services (except as a part of industrial activities within the Subject Property);
- (f) Entertainment and recreational facilities (except as a part of industrial activities within the Subject Property);
- (g) Hospitals and other extended care medical facilities; and
- (h) Transient or other residential facilities.

The term "industrial activities" shall include manufacturing, refining, processing operations and office and warehouse use, including but not limited to production, storage and sales of durable goods and other non-food chain products and parking/driveway use."

7. Authority. Owner hereby covenants and warrants to and with the State of Ohio the following: that the Owner is lawfully seized in fee simple of the Subject Property; that the Owner has a good and lawful right and power to sell and convey it or any interest therein; that the Owner has identified and notified all other parties that hold any interest (e.g., encumbrance) in the Subject Property; that the use restrictions contained herein are compatible with such interests held by all other parties; and that the Owner will forever defend the title and quiet possession of the Subject Property.

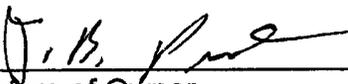
8. Severability. If any provision of this Agreement is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

9. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

10. Effective Date. The effective date of this Agreement shall be the date upon which both the Owner and Ohio EPA have signed the Agreement.

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

**IT IS SO AGREED:
THE STANDARD OIL COMPANY**



Signature of Owner

Daniel B. Pinkert, Vice President
Printed Name and Title

June 3, 2004
Date

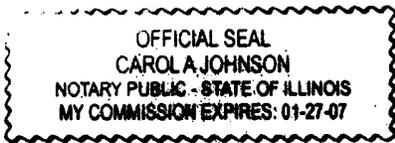
State of Illinois :

SS

County of DuPage :

Before me, a notary public, in and for said county and state, personally appeared, a duly authorized representative of The Standard Oil Co., who acknowledged to me that he/she did execute the foregoing instrument on behalf of The Standard Oil Co.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 3rd day of June, 2004



Carol A. Johnson
Notary Public

OHIO ENVIRONMENTAL PROTECTION AGENCY

Christopher Jones
Christopher Jones, Director

6-9-04
Date

State of OHIO :

SS

County of FRANKLIN :

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

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 9th day of June, 2004.

Charma Diane Casteel
Notary Public

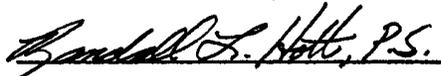
CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES
MAY 10, 2009

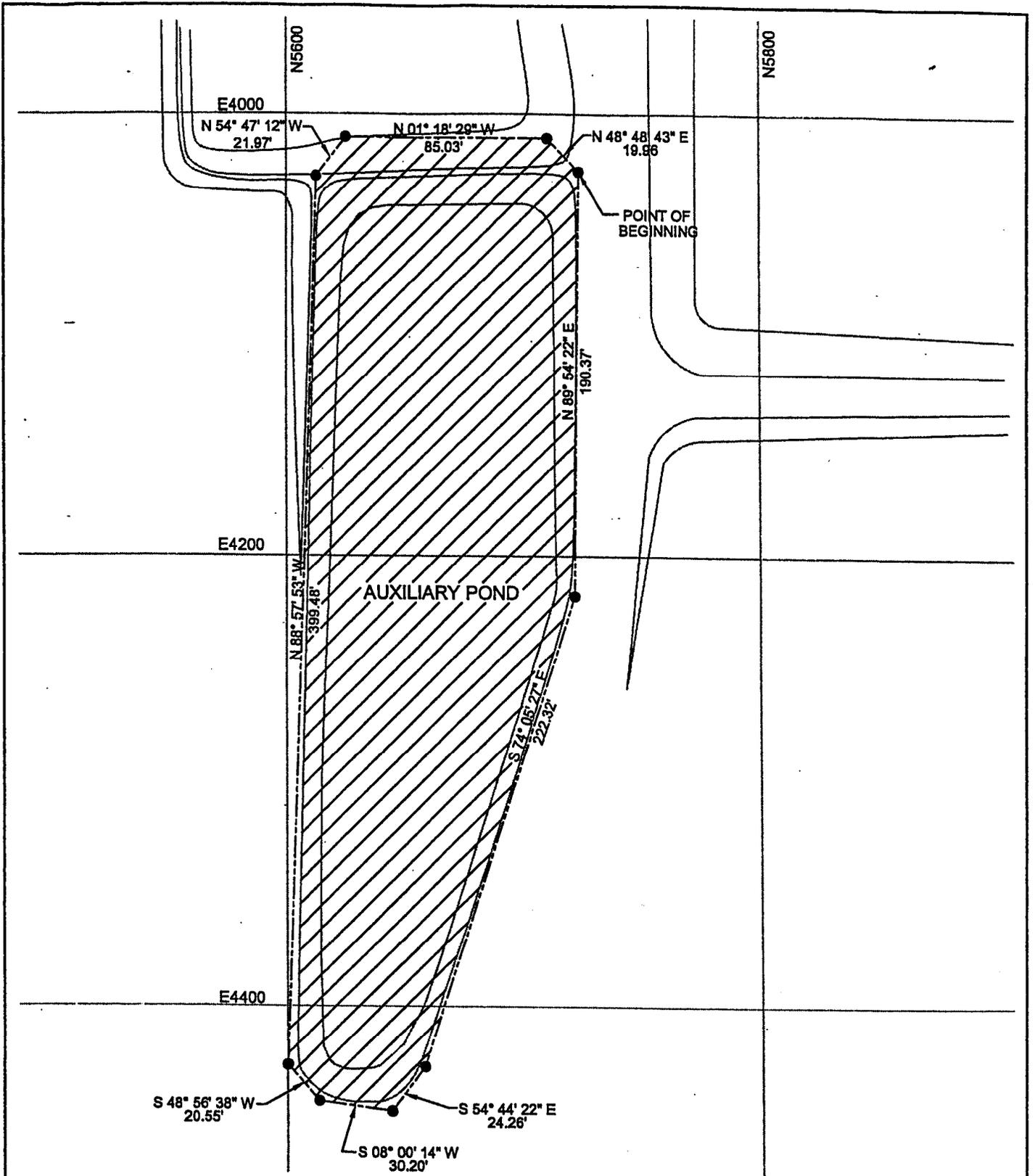
AUXILIARY POND PARCEL

Being a parcel of land (Parcel NO.: 44-51821) situated on the Navarre tract all East of relocated Otter Creek Road EXC 1.25 acres South-East Corner & EXC South 100 feet North 1025.60 feet lying West of East 1594 feet EXC 108.36 Acres in ELY PT., 4001 Cedar Point Road, Oregon City, Lucas County, Ohio. And being more particularly bounded and described as follows:

Beginning at a point at the Northwest corner of the parcel, having SPC N738343.930; E1709411.209, thence, North 89-54'-22" East, a distance of 190.37 feet to a point having SPC N738344.242; E1709601.574, thence, South 74-05'-27" East, a distance of 222.32 feet to a point having SPC N738283.301; E1709815.379, thence, South 54-44'-22" East, a distance of 24.26 feet to a point having SPC N738269.296; E1709835.188, thence, South 08-00'-14" West, a distance of 30.20 feet to a point having SPC N 738239.390; E1709830.983, thence, South 48-56'-38" West, a distance of 20.55 feet to a point having SPC N738225.893; E1709815.487, thence, North 88-57'-53" West, a distance of 399.48 feet to a point having SPC N738233.111; E1709416.072, thence, North 54-47'-12" West, a distance of 21.97 feet to a point having SPC N738245.779; E1709398.122, thence, North 01-18'-29" West. A distance of 85.03 feet to a point having SPC N738330.787; E1709396.181, thence, North 48-48'-43" East, a distance of 19.96 feet to the point of beginning. Said parcel of ground containing 0.963 Acres of land more or less and is subject to all legal highways and other easements and restrictions of record.

The abovementioned bearings are based upon State Plane Coordinates, North Zone, NAD 83, using site monumentation provided by the URS Corp. and depicted on Standard Oil Company drawing No. 49-52-d1; Rev. 7


RANDALL L. HOTT P.S. 7206



TOLEDO REFINERY

Figure 1
Auxiliary Pond Boundary Survey

URS



Note:
 The above mentioned bearings are based upon State Plane Coordinates, North Zone, NAD 83, depicted on the Standard Oil Company drawing No. 49-52-d1; Rev. 7

USE RESTRICTION AGREEMENT

This Use Restriction Agreement ("Agreement") is entered into by The Standard Oil Company, having offices at Warrenville, DuPage County, Illinois and the Ohio Environmental Protection Agency ("Ohio EPA"). This Agreement concerns an approximately 2.031 acre tract of real property owned by The Standard Oil Company ("Owner") and located at Oregon, Lucas County, Ohio.

The use restrictions set forth below are necessary to protect human health and the environment from exposure to residual contaminants and to achieve compliance with certain risk-based closure standards applicable to a closed hazardous waste management unit located on Owner's real property and referred to as the Jake's Lake Parcel as set forth in an approved amended closure plan for the Subject Property.

For purposes of this Agreement, the Subject Property is defined in Exhibit A attached hereto and incorporated by reference herein.

Now therefore, Owner and Ohio EPA (the "Parties") agree to the following:

1. Intention of the Parties. This Agreement touches and concerns the Subject Property in that it is intended to limit the use of the Subject Property and restrict certain activities from occurring on the Subject Property. It is also the intent of the Parties that the covenants, terms, conditions and restrictions of this Agreement be binding upon and inure to the benefit of the Parties and continue as a servitude running in perpetuity with the Subject Property. It is the further intention of the Parties that the land use restriction described herein be enforceable at law or in equity by Ohio EPA against Owner for as long as Owner shall own the Subject Property, and against any Transferee, as defined herein.
2. Use Restrictions. As part of the closure activities at the Subject Property and in consideration for the Director of Ohio EPA's forbearance to require unrestricted land use for the Subject Property, Owner agrees to impose and comply with the following restrictions:

The Subject Property shall not be used for residential, commercial (other than those associated with and incidental to industrial operations) or agricultural activities, but may be used for certain industrial activities. The term "residential activities" shall include, but not be limited to, the following:

- (a) Single and multi-family dwelling and rental units;
- (b) Day care centers and preschools;

- (c) Hotels and motels;
- (d) Educational (except as a part of industrial activities within the Subject Property) and religious facilities;
- (e) Restaurants and other food and beverage services (except as a part of industrial activities within the Subject Property);
- (f) Entertainment and recreational facilities (except as a part of industrial activities within the Subject Property);
- (g) Hospitals and other extended care medical facilities; and
- (h) Transient or other residential facilities.

The term "industrial activities" shall include manufacturing, refining, processing operations and office and warehouse use, including but not limited to production, storage and sales of durable goods and other non-food chain products and parking/driveway use.

3. Running with the Land. The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon and inure to the benefit of the Owner and the State of Ohio and their successors in interest and assigns and any Transferee, and shall run with the land, subject to termination and modification as described below. The term "Transferee," as used in this Agreement, shall mean any future owner of any interest in the Subject Property, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

4. Modification and Termination of the Agreement. The Owner or a Transferee may request modification or termination of this Agreement by submitting a written petition to the Director of Ohio EPA. "Modification" means any changes to the Agreement, including the use restrictions outlined in Section 2 above, or the elimination of one or more use restrictions when there is at least one use restriction remaining. "Termination" means the elimination of all use restrictions in Section 2 and all other obligations under this Agreement. The Director of Ohio EPA will evaluate a request for modification or termination of the Agreement based on a demonstration by the Owner or Transferee that the proposed modification or termination of this Agreement will not pose a risk to public health or safety or the environment.

The Director of Ohio EPA may request modification or termination of this Agreement in the event that the Director determines that risks posed by the Subject Property have substantially changed subsequent to the execution of this Agreement. Nothing in this Agreement shall restrict the Director from exercising any authority under applicable law in order to protect public health or safety or the environment.

This Agreement may only be modified or terminated by a written instrument duly executed by the Director of Ohio EPA and the Owner or the Transferee of the Subject Property or portion of the Subject Property, as applicable. Within thirty (30) days of executing a modification or termination of this Agreement, the Owner or Transferee shall record such modification or termination with the Lucas County Recorder's Office, and shall provide a true copy of the recorded modification or termination to Ohio EPA.

5. Enforcement. Compliance with this Agreement may be enforced by a legal or equitable action brought in a court of competent jurisdiction by either Party to this Agreement. The use restrictions contained in Section 2 of this Agreement may be enforced by the Owner, the Director of Ohio EPA or his representative and any other party with legal standing by bringing a legal or equitable action in a court of competent jurisdiction. Failure to timely enforce compliance with this Agreement or the use restrictions 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.

6. Restatement of Use Restriction upon Conveyance. Each instrument hereafter conveying any interest in the Subject Property or any portion of the Subject Property shall contain a restatement of the use restrictions contained in Section 2 of this Agreement, and provide the recorded location of this Agreement. The restatement shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO A USE RESTRICTION AGREEMENT, DATED _____, 200__, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE _____ COUNTY RECORDER ON _____, 200__, IN [DOCUMENT ____, or BOOK ____, PAGE ____,] IN FAVOR OF, AND ENFORCEABLE BY, THE STATE OF OHIO. THE AGREEMENT CONTAINS THE FOLLOWING USE RESTRICTIONS:

"The Subject Property shall not be used for residential, commercial (other than those associated with and incidental to industrial operations) or agricultural activities, but may be used for certain industrial activities. The term "residential activities" shall include, but not be limited to, the following:

- (a) Single and multi-family dwelling and rental units;
- (b) Day care centers and preschools;
- (c) Hotels and motels;
- (d) Educational (except as a part of industrial activities within the Subject Property) and religious facilities;

- (e) Restaurants and other food and beverage services (except as a part of industrial activities within the Subject Property);
- (f) Entertainment and recreational facilities (except as a part of industrial activities within the Subject Property);
- (g) Hospitals and other extended care medical facilities; and
- (h) Transient or other residential facilities.

The term "industrial activities" shall include manufacturing, refining, processing operations and office and warehouse use, including but not limited to production, storage and sales of durable goods and other non-food chain products and parking/driveway use."

7. Authority. Owner hereby covenants and warrants to and with the State of Ohio the following: that the Owner is lawfully seized in fee simple of the Subject Property; that the Owner has a good and lawful right and power to sell and convey it or any interest therein; that the Owner has identified and notified all other parties that hold any interest (e.g., encumbrance) in the Subject Property; that the use restrictions contained herein are compatible with such interests held by all other parties; and that the Owner will forever defend the title and quiet possession of the Subject Property.

8. Severability. If any provision of this Agreement 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.

9. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

10. Effective Date. The effective date of this Agreement shall be the date upon which both the Owner and Ohio EPA have signed the Agreement.

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

**IT IS SO AGREED:
THE STANDARD OIL COMPANY**



Signature of Owner

Daniel B. Pinkert, Vice President
Printed Name and Title

June 3, 2004
Date

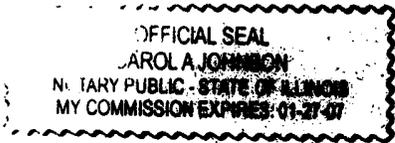
State of Illinois :

ss

County of DuPage :

Before me, a notary public, in and for said county and state, personally appeared, a duly authorized representative of The Standard Oil Co., who acknowledged to me that he/she did execute the foregoing instrument on behalf of The Standard Oil Co.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 3rd day of June, 2004.



Carol A. Johnson
Notary Public

OHIO ENVIRONMENTAL PROTECTION AGENCY

Christopher Jones
Christopher Jones, Director

6-9-04
Date

State of OHIO :

ss

County of FRANKLIN :

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

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 9th day of June, 2004.

Charma Diane Casteel
Notary Public

CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES
MAY 10, 2009

JAKES LAKE PARCEL

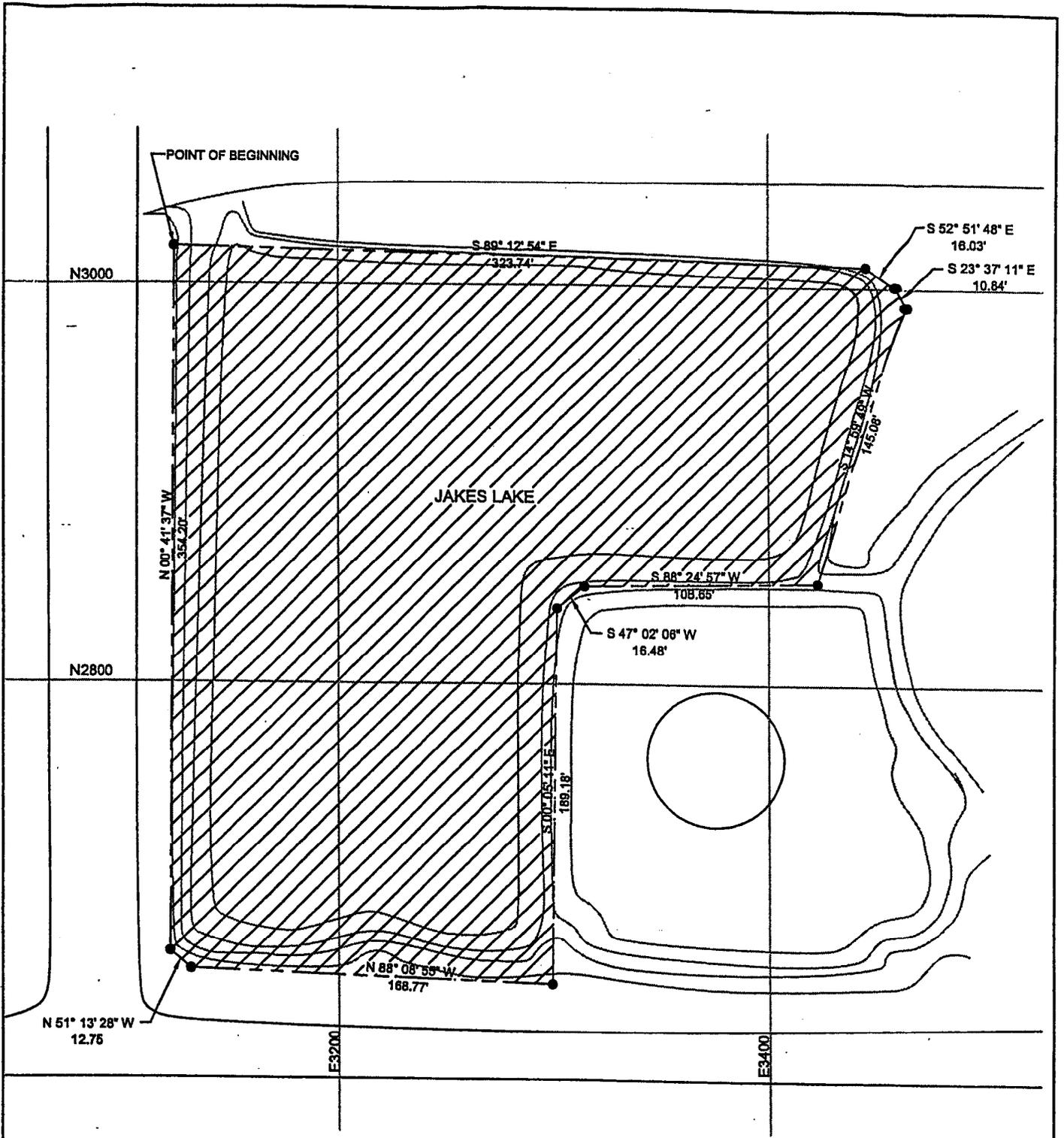
Being a parcel of land (Parcel NO.: 44-51821) situated on the Navarre tract all East of relocated Otter Creek Road EXC 1.25 acres South-East Corner & EXC South 100 feet North 1025.60 feet lying West of East 1594 feet EXC 108.36 Acres in ELY PT., 4001 Cedar Point Road, Oregon City, Lucas County, Ohio. And being more particularly bounded and described as follows:

Beginning at a point at the Northwest corner of the parcel, having SPC N735617.065; E1707740.565, thence; South 89-12'-54" East, a distance of 323.73 feet to a point having SPC N735612.630; E1708064.266, thence; South 52-51'-48" East, a distance of 16.03 feet to a point having SPC N735602.952; E1708077.045, thence; South 23-37'-11" East, a distance of 10.84' to a point having SPC N735593.020; E1708081.388, thence, South 14-59'-49" West, a distance of 145.08 feet to a point having SPC N735452.882; E1708043.846, thence, South 88-24'-57" West, a distance of 108.65 feet to a point having SPC N735449.878; E1707935.238, thence, South 47-02'-06" West, a distance of 16.48 feet to a point having SPC N735438.646; E1707923.178, thence, South 00-05'-11" East a distance of 189.18 feet to a point having SPC N735249.466; E1707923.464, thence, North 88-08'-55" West, a distance of 168.77 feet to a point having SPC N735254.919; E1707754.782, thence, North 51-13'-28" West, a distance of 12.75 feet to a point having SPC N735262.904; E1707744.842, thence, North 00-41'-37" West, a distance of 354.20 feet, to the point of beginning. Said parcel of ground containing 2.031 Acres of land more or less and is subject to all legal highways and other easements and restrictions of record.

The abovementioned bearings are based upon State Plane Coordinates, North Zone, NAD 83, using site monumentation provided by the URS Corp. and depicted on Standard Oil Company drawing No. 49-52-d1; Rev. 7

Randall L. Hott, P.S.

RANDALL L. HOTT P.S. 7206



TOLEDO REFINERY

Figure 1
Jake's Lake Boundary Survey

URS



Note:
The above mentioned bearings are based upon State Plane Coordinates, North Zone, NAD 83, depicted on the Standard Oil Company drawing No. 49-52-d1; Rev. 7

USE RESTRICTION AGREEMENT

This Use Restriction Agreement ("Agreement") is entered into by The Standard Oil Company, having offices at Warrenville, DuPage County, Illinois and the Ohio Environmental Protection Agency ("Ohio EPA"). This Agreement concerns an approximately 0.727 acre tract of real property owned by The Standard Oil Company ("Owner") and located at Oregon, Lucas County, Ohio.

The use restrictions set forth below are necessary to protect human health and the environment from exposure to residual contaminants and to achieve compliance with certain risk-based closure standards applicable to a closed hazardous waste management unit located on Owner's real property and referred to as the Main Pond as set forth in an approved amended closure plan for the Subject Property.

For purposes of this Agreement, the Subject Property is defined in Exhibit A attached hereto and incorporated by reference herein.

Now therefore, Owner and Ohio EPA (the "Parties") agree to the following:

1. **Intention of the Parties.** This Agreement touches and concerns the Subject Property in that it is intended to limit the use of the Subject Property and restrict certain activities from occurring on the Subject Property. It is also the intent of the Parties that the covenants, terms, conditions and restrictions of this Agreement be binding upon and inure to the benefit of the Parties and continue as a servitude running in perpetuity with the Subject Property. It is the further intention of the Parties that the land use restriction described herein be enforceable at law or in equity by Ohio EPA against Owner for as long as Owner shall own the Subject Property, and against any Transferee, as defined herein.
2. **Use Restrictions.** As part of the closure activities at the Subject Property and in consideration for the Director of Ohio EPA's forbearance to require unrestricted land use for the Subject Property, Owner agrees to impose and comply with the following restrictions:

The Subject Property shall not be used for residential, commercial (other than those associated with and incidental to industrial operations) or agricultural activities, but may be used for certain industrial activities. The term "residential activities" shall include, but not be limited to, the following:

- (a) Single and multi-family dwelling and rental units;
- (b) Day care centers and preschools;
- (c) Hotels and motels;

- (d) Educational (except as a part of industrial activities within the Subject Property) and religious facilities;
- (e) Restaurants and other food and beverage services (except as a part of industrial activities within the Subject Property);
- (f) Entertainment and recreational facilities (except as a part of industrial activities within the Subject Property);
- (g) Hospitals and other extended care medical facilities; and
- (h) Transient or other residential facilities.

The term "industrial activities" shall include manufacturing, refining, processing operations and office and warehouse use, including but not limited to production, storage and sales of durable goods and other non-food chain products and parking/driveway use.

3. Running with the Land. The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon and inure to the benefit of the Owner and the State of Ohio and their successors in interest and assigns and any Transferee, and shall run with the land, subject to termination and modification as described below. The term "Transferee," as used in this Agreement, shall mean any future owner of any interest in the Subject Property, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

4. Modification and Termination of the Agreement. The Owner or a Transferee may request modification or termination of this Agreement by submitting a written petition to the Director of Ohio EPA. "Modification" means any changes to the Agreement, including the use restrictions outlined in Section 2 above, or the elimination of one or more use restrictions when there is at least one use restriction remaining. "Termination" means the elimination of all use restrictions in Section 2 and all other obligations under this Agreement. The Director of Ohio EPA will evaluate a request for modification or termination of the Agreement based on a demonstration by the Owner or Transferee that the proposed modification or termination of this Agreement will not pose a risk to public health or safety or the environment.

The Director of Ohio EPA may request modification or termination of this Agreement in the event that the Director determines that risks posed by the Subject Property have substantially changed subsequent to the execution of this Agreement. Nothing in this Agreement shall restrict the Director from exercising any authority under applicable law in order to protect public health or safety or the environment.

This Agreement may only be modified or terminated by a written instrument duly executed by the Director of Ohio EPA and the Owner or the Transferee of the Subject Property or portion of the Subject Property, as applicable. Within thirty (30) days of executing a modification or termination of this Agreement, the Owner or Transferee shall record such modification or termination with the Lucas County Recorder's Office, and shall provide a true copy of the recorded modification or termination to Ohio EPA.

5. Enforcement. Compliance with this Agreement may be enforced by a legal or equitable action brought in a court of competent jurisdiction by either Party to this Agreement. The use restrictions contained in Section 2 of this Agreement may be enforced by the Owner, the Director of Ohio EPA or his representative and any other party with legal standing by bringing a legal or equitable action in a court of competent jurisdiction. Failure to timely enforce compliance with this Agreement or the use restrictions 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.

6. Restatement of Use Restriction upon Conveyance. Each instrument hereafter conveying any interest in the Subject Property or any portion of the Subject Property shall contain a restatement of the use restrictions contained in Section 2 of this Agreement, and provide the recorded location of this Agreement. The restatement shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO A USE RESTRICTION AGREEMENT, DATED _____, 200__, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE _____ COUNTY RECORDER ON _____, 200__, IN [DOCUMENT _____, or BOOK _____, PAGE _____,] IN FAVOR OF, AND ENFORCEABLE BY, THE STATE OF OHIO. THE AGREEMENT CONTAINS THE FOLLOWING USE RESTRICTIONS:

"The Subject Property shall not be used for residential, commercial (other than those associated with and incidental to industrial operations) or agricultural activities, but may be used for certain industrial activities. The term "residential activities" shall include, but not be limited to, the following:

- (a) Single and multi-family dwelling and rental units;
- (b) Day care centers and preschools;
- (c) Hotels and motels;
- (d) Educational (except as a part of industrial activities within the

Subject Property) and religious facilities;

- (e) Restaurants and other food and beverage services (except as a part of industrial activities within the Subject Property);
- (f) Entertainment and recreational facilities (except as a part of industrial activities within the Subject Property);
- (g) Hospitals and other extended care medical facilities; and
- (h) Transient or other residential facilities.

The term "industrial activities" shall include manufacturing, refining, processing operations and office and warehouse use, including but not limited to production, storage and sales of durable goods and other non-food chain products and parking/driveway use."

7. Authority. Owner hereby covenants and warrants to and with the State of Ohio the following: that the Owner is lawfully seized in fee simple of the Subject Property; that the Owner has a good and lawful right and power to sell and convey it or any interest therein; that the Owner has identified and notified all other parties that hold any interest (e.g., encumbrance) in the Subject Property; that the use restrictions contained herein are compatible with such interests held by all other parties; and that the Owner will forever defend the title and quiet possession of the Subject Property.

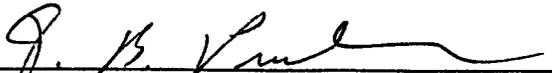
8. Severability. If any provision of this Agreement is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

9. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

10. Effective Date. The effective date of this Agreement shall be the date upon which both the Owner and Ohio EPA have signed the Agreement.

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

**IT IS SO AGREED:
THE STANDARD OIL COMPANY**



Signature of Owner

Daniel B. Pinkert, Vice President
Printed Name and Title

June 3, 2004
Date

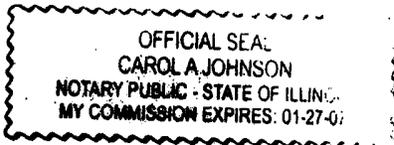
State of Illinois :

SS

County of DuPage :

Before me, a notary public, in and for said county and state, personally appeared, a duly authorized representative of The Standard Oil Co who acknowledged to me that he/she did execute the foregoing instrument on behalf of The Standard Oil Co.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 3rd day of June, 2004



Carol A. Johnson
Notary Public

OHIO ENVIRONMENTAL PROTECTION AGENCY

Christopher Jones
Christopher Jones, Director

6-9-04
Date

State of OHIO :

SS

County of FRANKLIN :

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

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 9th day of June, 2004.

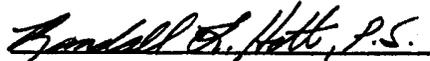
Charma Diane Castel
Notary Public

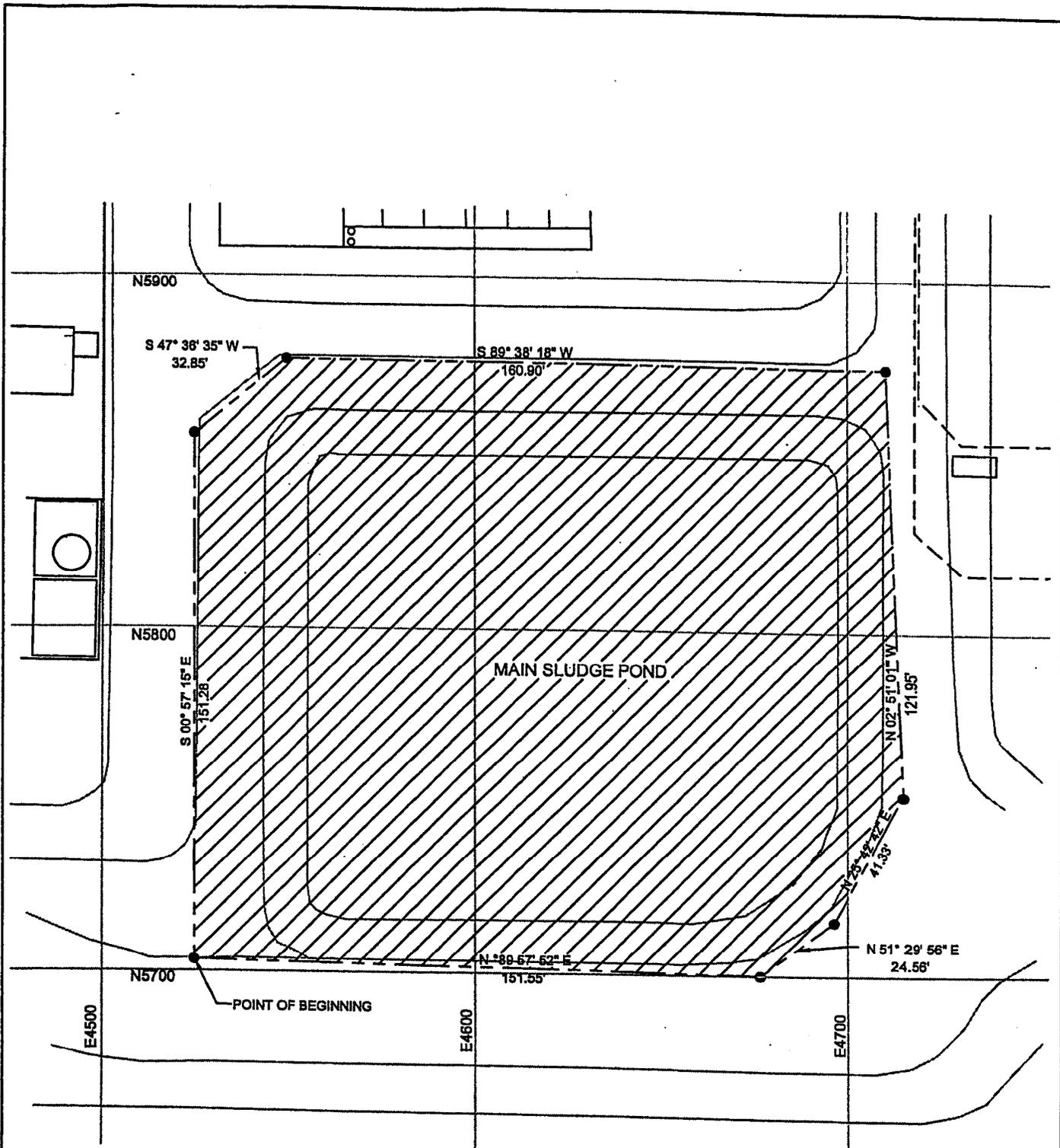
MAIN SLUDGE POND

Being a parcel of land (Parcel NO.: 44-51821) situated on the Navarre tract all East of relocated Otter Creek Road EXC 1.25 acres South-East Corner & EXC South 100 feet North 1025.60 feet lying West of East 1594 feet EXC 108.36 Acres in ELY PT., 4001 Cedar Point Road, Oregon City, Lucas County, Ohio. And being more particularly bounded and described as follows:

Beginning at a point at the Southwest corner of the parcel, said point having SPC N738318.908; E1709110.007, thence, North 89-57'-52" East, a distance of 151.55 feet, to point having SPC N738319.002; E1709261.553, thence, North 51-29'-56" East, a distance of 24.56 feet, to a point having SPC N738334.291; E1709280.774, thence, North 25-42'-42" East, a distance of 41.33 feet, to a point having SPC N738371.529; E1709298.704, thence, North 02-51'-01" West, a distance of 121.95 feet, to a point having SPC N738493.328; E1709292.640, thence, South 89-38'-18" West, a distance of 160.90 feet, to a point having SPC N738492.313; E1709131.743, thence, South 47-36'-35" West a distance of 32.85 feet, to a point having SPC N738470.166; E1709107.481, thence, South 00-57'-15" East, a distance of 151.28 feet, to the POINT OF BEGINNING. Said parcel of ground containing 0.727 Acres of land more or less and is subject to all legal highways and other easements and restrictions of record.

The abovementioned bearings are based upon State Plane Coordinates, North Zone, NAD 83, using site monumentation provided by the URS Corp. and depicted on Standard Oil Company drawing No. 49-52-d1; Rev. 7


RANDALL L. HOTT P.S. 7206



TOLEDO REFINERY

Figure 1
Main Sludge Pond Boundary Survey

URS



Note:
The above mentioned bearings are based upon State Plane Coordinates, North Zone, NAD 83, depicted on the Standard Oil Company drawing No. 49-52-d1; Rev. 7