

Cuyahoga County
Fiscal Officer

Receipt #: 1136054

01/30/2012 9:56 am

Cashier ID: 54

Fees

1. DEED-201201300017 Pgs:19	\$164.00
2. NON CONFORMING DOCUMENT FEE- Items: 1	\$20.00
3. COPIES- Items:1	\$2.00

Total Fees: \$186.00

Payments

Payment Type	Check #	Amount
CHECK	10324	186.00

Total Payment: \$186.00

Change: \$0.00

Receipt Total: \$186.00

Thank you
Have a nice day

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 19
DEED 1/30/2012 9:56:22 AM
201201300017

To be recorded with Deed
Records - ORC § 317.08

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Vertellus Specialties Inc., an Indiana corporation ("Owner") 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 (defined below) to the activity and use limitations set forth herein.

Whereas, Owner is the owner of approximately 11.8 acres of real property located at 3201 Independence Road, Cuyahoga County, Cleveland, Ohio., OH 44105, which is legally described and defined in Exhibit A attached hereto ("Property"); and

Whereas, as a result of past industrial processing of coal tar at the Property, contaminants have been released at certain portions on the Property. These contaminants include, but are not limited to volatile organic compounds (VOCs) and polynuclear aromatic hydrocarbons (PAHs). Potential pathways of exposure from the contaminants located within these portions of the Property include direct contact with soils and groundwater and potential impact of contaminants to indoor air quality; and

Whereas, as a result of the contaminants identified above, Owner has performed a Resource Conservation and Recovery Act Facility Investigation ("RFI") at the Property to collect sufficient data to identify potential releases from Waste Management Units ("WMU") and areas of concern and evaluate any potential risks posed by site conditions; and

Whereas, remedies protective of human health and the environment include providing an isolation barrier on the Property, operation and maintenance plan for the barrier, ground water monitoring in down gradient wells, and Property land use restrictions. No additional measures were deemed necessary to address potential surface water exposures by human or ecological receptors; and

Whereas, by letter dated December 16, 2010, the Director issued a Declaration and Decision Document in accordance with the policies of Ohio EPA and the statutes and regulations of the State of Ohio selecting a remedy for the Former Reilly Tar and Chemical Corporation property; and

Whereas, the Administrative Record of the remediation is maintained as the file titled "The Former Reilly Tar & Chemical Corporation (OHD 083 320 945)" at the following location:

Ohio EPA - Northeast District Office
2110 East Aurora Road
Twinsburg, OH 44087

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

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

2. Property. This Environmental Covenant concerns approximately 11.8 acres of real property located on property parcel 131 12 001 at 3201 Independence Road, Cuyahoga County, Cleveland, Ohio 44105 and is more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein (such parcel being referred to herein as the "Property").

3. Owner. Vertellus Specialties Inc. ("Owner") which is located at 201 North Illinois Street, Suite 1800, Indianapolis, IN, is the owner of the Property

4. Holders. Vertellus Specialties Inc. ("Holder"), which is located at 201 North Illinois Street, Suite 1800, Indianapolis, IN, is the holder of this Environmental Covenant.

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

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

- (i) Single and multi-family dwelling and rental units;
- (ii) Day care centers and preschools;
- (iii) Hotels and motels;
- (iv) Educational and religious facilities;
- (v) Restaurants and other food and beverage service
- (vi) Entertainment and recreational facilities;
- (vii) Hospitals and other extended care medical facilities; and
- (viii) Transient or other residential facilities.

The term "industrial activities" shall include outdoor storage, open air storage structures, and facilities engaged in manufacturing, processing operations 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.

B. No person shall, without authorization from the Director of Ohio EPA ("Director"), engage in filling, grading, excavating, drilling, or disturbing soil or barrier material on the Property. No person shall, without authorization from the Director, place or construct any type of structure intended for human occupancy, either mobile or permanent, on the Property. Any person proposing to engage in these activities shall comply with the requirements of the Ohio Administrative Code 3745-27-13, or shall seek and obtain other authorization from the Director as necessary. Any proposal for a structure must address the potential for vapor intrusion of contaminants, including controls preventing vapor migration along any installed utilities, and must be protective of human health and the environment.

C. Except for the purposes of monitoring and remediation, no groundwater is to be extracted for potable purposes, edible crops, or industrial or commercial purposes prior to termination of this Environmental Covenant.

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

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

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

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

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

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

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

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

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

- (i) Single and multi-family dwelling and rental units;
- (ii) Day care centers and preschools;
- (iii) Hotels and motels;
- (iv) Educational and religious facilities;
- (v) Restaurants and other food and beverage service
- (vi) Entertainment and recreational facilities;
- (vii) Hospitals and other extended care medical facilities; and
- (viii) Transient or other residential facilities.

The term "industrial activities" shall include outdoor storage, open air storage structures, and facilities engaged in manufacturing, processing operations 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.

B. No person shall, without authorization from the Director of Ohio EPA ("Director"), engage in filling, grading, excavating, drilling, or disturbing soil or barrier material on the Property. No person shall, without authorization from the Director, place or construct any type of structure intended for human occupancy, either mobile or permanent, on the Property. Any person proposing to engage in these activities shall comply with the requirements of the Ohio Administrative Code 3745-27-13, or shall seek and obtain other authorization from the Director as necessary. Any proposal for a structure must address the potential for vapor intrusion of contaminants, including controls preventing vapor migration along any installed utilities, and must be protective of human health and the environment.

C. Except for the purposes of monitoring and remediation, no groundwater is to be extracted for potable purposes, edible crops, or industrial or commercial purposes prior to termination of this Environmental Covenant.

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

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

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

- A. that the Owner is the sole owner of the Property;
- B. that the Owner holds fee simple title to the Property which is subject to the interests or encumbrances listed and described in Exhibit B attached hereto, which is fully incorporated by reference herein;

- C. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- D. that the Owner has identified all other persons, identified in Exhibit B, described above, that hold any interest (e.g., encumbrance) in the Property and notified such persons 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 by consent of all of the following: (1) the Owner or a Transferee, (2) the Holder, and (3) the 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 set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. Termination means the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director 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 Cuyahoga County Recorder's Office, and shall provide a true file and date-stamped copy of the recorded instrument to Ohio EPA.

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

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

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

THOMAS E. Mese, a duly authorized representative of Vertellus Specialties Incorporated, who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of Vertellus Specialties Incorporated

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 5 day of January, 2012

Dawn Hrycak
Notary Public

DAWN HRYCAK
NOTARY PUBLIC
NEW JERSEY
MY COMMISSION EXPIRES: 12/22/15
NO. 2403370

OHIO ENVIRONMENTAL PROTECTION AGENCY

Scott J. Nally Director

January 25, 2012
Date

State of Ohio)
) ss:
County of Franklin)

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

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 23rd day of JANUARY 2012.

Charma Diane Casteel
Notary Public

CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES

May 10, 2014



This instrument prepared by:

Frances M. Kovac
Staff Attorney
Ohio Environmental Protection Agency
50 W. Town Street
Columbus, OH 43215

PARCEL ONE
(VOLUME 4640, PAGE 301)

SITUATED IN THE CITY OF CLEVELAND, COUNTY OF CUYAHOGA, STATE OF OHIO, AND BEING PART OF ORIGINAL ONE HUNDRED ACRE LOT NO. 283, AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET AT THE INTERSECTION OF THE NORTHERLY LINE OF BADING AVENUE S. E., WITH THE EASTERLY LINE OF INDEPENDENCE ROAD, S. E.; THENCE NORTH 27° 37' 50" WEST ALONG THE EASTERLY LINE OF SAID INDEPENDENCE ROAD, S. E., 527.86 FEET TO A CONCRETE MONUMENT; THENCE CONTINUING ALONG THE SAID EASTERLY LINE OF INDEPENDENCE ROAD S. E., NORTH 9° 06' 20" WEST, 267.16 FEET TO AN IRON PIN; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID INDEPENDENCE ROAD S. E., NORTH 39° 06' 25" WEST, 261.44 FEET TO A CONCRETE MONUMENT; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID INDEPENDENCE ROAD S. E., NORTH 00° 11' 35" WEST, 294.10 FEET TO AN IRON PIN; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID INDEPENDENCE ROAD S. E., NORTH 29° 11' 10" WEST, 150.00 FEET; THENCE SOUTH 78° 11' 10" EAST, 155.39 FEET; THENCE SOUTH 52° 55' 46" EAST, 606.61 FEET; THENCE SOUTH 9° 22' 10" WEST, 573.50 FEET; THENCE SOUTH 27° 37' 50" EAST, 369.22 FEET, FOLLOWING ALONG THE EASTERLY LINE OF SUBLOT NO. 31 OF THE SCHMITT, HUNTING, BADING, KIMMEL & WALDENMEIER'S SUBDIVISION, FOR A DISTANCE OF 150 FEET, BUT TO THE NORTHERLY LINE OF SAID BADING AVENUE, S. E., THE SAID LOT BEING A PART OF ORIGINAL ONE HUNDRED ACRE LOT NO. 295 AS SHOWN BY THE RECORDED PLAT IN VOLUME 6 OF MAPS, PAGE 13, OF CUYAHOGA COUNTY RECORDING; THENCE SOUTH 60° 47' 20" WEST, 200 FEET ALONG THE NORTHERLY LINE OF SAID BADING AVENUE S.E. TO THE PLACE OF BEGINNING, AND CONTAINING 9.4698 ACRES OF LAND, BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN VOLUME 4640, PAGE 301 OF CUYAHOGA COUNTY RECORDS.

PARCEL TWO
(VOLUME 6063, PAGE 337)

SITUATED IN THE CITY OF CLEVELAND, COUNTY OF CUYAHOGA, STATE OF OHIO, AND BEING PART OF ORIGINAL ONE HUNDRED ACRE LOT NO. 283, AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET AT THE INTERSECTION OF THE NORTHERLY LINE OF BADING AVENUE S. E., WITH THE EASTERLY LINE OF INDEPENDENCE

ROAD S. E.; THENCE NORTH 27° 37' 50" WEST ALONG THE EASTERLY LINE OF SAID INDEPENDENCE ROAD S. E., 527.86 FEET TO A CONCRETE MONUMENT; THENCE CONTINUING ALONG THE SAID EASTERLY LINE OF INDEPENDENCE ROAD, S. E., NORTH 9° 06' 20" WEST, 267.16 FEET TO AN IRON PIN; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID INDEPENDENCE ROAD S.E., NORTH 39° 08' 25" WEST, 261.44 FEET TO A CONCRETE MONUMENT; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID INDEPENDENCE ROAD S. E., NORTH 00° 11' 35" WEST, 294.10 FEET TO AN IRON PIN; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID INDEPENDENCE ROAD S. E. NORTH 29° 11' 10" WEST, 150.00 FEET; THENCE SOUTH 78° 11' 10" EAST, 155.39 FEET; THENCE SOUTH 52° 55' 45" EAST 186.72 FEET TO THE PRINCIPAL PLACE OF BEGINNING; THENCE NORTH 67° 14' 44" EAST 122.66 FEET; THENCE SOUTH 22° 45' 16" EAST 210.97 FEET; THENCE NORTH 52° 55' 45" WEST 244.00 FEET, TO THE PRINCIPAL PLACE OF BEGINNING AND CONTAINING 12,939.50 SQ. FT. OR 0.2975 ACRES OF LAND, BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS AND EXISTING EASEMENTS. BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN VOLUME 6063, PAGE 337 OF CUYAHOGA COUNTY RECORDS

PARCEL THREE
(VOLUME 7492, PAGE 532)

SITUATED IN THE CITY OF CLEVELAND, COUNTY OF CUYAHOGA, STATE OF OHIO, AND BEING A PART OF ORIGINAL NEWBURGH TOWNSHIP 100 ACRE LOTS NOS. 283 AND 284, AND BEING A PART OF THE PREMISES CONVEYED BY DEED RECORDED IN VOLUME 4640 AT PAGE 303 OF CUYAHOGA COUNTY DEED RECORDS, AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET AT THE INTERSECTION OF THE NORTHERLY LINE OF BADING AVENUE, S. E. (50 FEET WIDE), WITH THE EASTERLY LINE OF INDEPENDENCE ROAD, S. E. (60 FEET WIDE), THENCE NORTH 69° 47' 20" EAST, ALONG THE NORTHERLY LINE OF BADING AVENUE, S.E., 200.00 FEET TO A POINT AT THE SOUTHWESTERLY CORNER OF THE ABOVE MENTIONED PREMISES CONVEYED TO THE GRANTOR AND THE PRINCIPAL PLACE OF BEGINNING:

COURSE NO. 1. THENCE, NORTH 69° 47' 20" EAST, CONTINUING ALONG THE NORTHERLY LINE OF BADING AVENUE, S.E., 544.90 FEET TO A POINT.

COURSE NO. 2. THENCE, NORTH 22° 45' 16" WEST, 104.04 FEET TO A POINT.

COURSE NO. 3. THENCE, SOUTH 66° 42' 44" WEST, 25.01 FEET TO A POINT.

COURSE NO. 4. THENCE, NORTHWESTERLY, BY A CURVE DEFLECTING TO THE RIGHT AND HAVING A RADIUS OF 331.17 FEET, AN ARC DISTANCE OF 523.28 FEET, THE CHORD OF WHICH BEARS NORTH 68° 01' 16" WEST, 470.52 FEET TO A POINT.

COURSE NO. 5. THENCE, NORTH 22° 45' 16" WEST, 301.90 FEET TO A POINT AT THE MOST SOUTHERLY CORNER OF PREMISES CONVEYED BY DEED RECORDED IN VOLUME 6063 AT PAGE 335 OF CUYAHOGA COUNTY DEED RECORDS.

COURSE NO. 6. THENCE, SOUTH 9° 22' 10" WEST, ALONG A WESTERLY LINE OF PREMISES CONVEYED BY DEED RECORDED IN VOLUME 4640 AT PAGE 303 OF CUYAHOGA COUNTY DEED RECORDS, 407.13 FEET TO A POINT.

COURSE NO. 7. THENCE, SOUTH 27° 37' 50" EAST, 369.22 FEET TO THE PRINCIPAL PLACE OF BEGINNING, AND CONTAINING 3.9007 ACRES OF LAND.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN VOLUME 7492, PAGE 532 OF CUYAHOGA COUNTY RECORDS.

PARCEL FOUR
(VOLUME 8689, PAGE 95)

SITUATED IN THE CITY OF CLEVELAND, COUNTY OF CUYAHOGA, STATE OF OHIO, BEING A PART OF ORIGINAL NEWBURGH TOWNSHIP ONE HUNDRED ACRE LOT NO. 283 AND BEING A PART OF THE PREMISES CONVEYED BY DEED RECORDED IN VOLUME 4640, PAGE 303 OF CUYAHOGA COUNTY RECORDS, AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE NORTHWESTERLY CORNER OF A TRIANGULAR PARCEL OF LAND CONVEYED BY DEED RECORDED IN VOLUME 6063, PAGE 337 OF CUYAHOGA COUNTY RECORDS;

COURSE NO. 1: THENCE NORTH 67° 14' 44" EAST, ALONG THE NORTHERLY LINE OF PREMISES CONVEYED IN VOLUME 4640, PAGE 303, 122.66 FEET TO THE NORTHEASTERLY CORNER THEREOF;

COURSE NO. 2: THENCE NORTH 22° 45' 16" WEST, ALONG A NORTHERLY PROLONGATION OF THE EASTERLY LINE OF PREMISES CONVEYED IN VOLUME 4640, PAGE 303, 22.51 FEET TO A POINT;

COURSE NO. 3: THENCE SOUTH 67° 14' 44" WEST, PARALLEL TO COURSE NO. 1 ABOVE, 135.75 FEET TO A POINT ON A SOUTHWESTERLY LINE OF PREMISES CONVEYED BY DEED RECORDED IN VOLUME 4640, PAGE 303 OF CUYAHOGA COUNTY RECORDS;

COURSE NO. 4: THENCE SOUTH 52° 55' 45" EAST, ALONG SAID SOUTHWESTERLY LINE OF PREMISES CONVEYED IN VOLUME 4640, PAGE 303, 26.03 FEET TO THE PLACE OF BEGINNING, AND CONTAINING 0.0668 ACRES OF LAND, ACCORDING TO A SURVEY BY S.A. BAUER, REGISTERED SURVEYOR NO. 53.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN VOLUME 8689, PAGE 95 OF CUYAHOGA COUNTY RECORDS

PARCEL FIVE
(VOLUME 10130, PAGE 141)

TRACT 1

SITUATED IN THE CITY OF CLEVELAND, COUNTY OF CUYAHOGA, STATE OF OHIO AND BEING PART OF ORIGINAL ONE HUNDRED ACRE LOT NO. 283 BEING PART OF AUDITOR'S PERMANENT PARCEL NO. 131-9-1 AND BEING PART OF THE LAND CONVEYED TO SUN OIL COMPANY BY DEEDS RECORDED IN VOL. 3989, PAGE 527 AND VOL. 4110, PAGE 670 OF CUYAHOGA COUNTY DEED RECORDS AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE THIRD ANGLE POINT IN THE CENTER LINE OF INDEPENDENCE ROAD, 60 FEET WIDE, NORTH OF EGGERS AVENUE, AS SHOWN ON CUYAHOGA COUNTY ENGINEER'S MAP NO. M-4399.

THENCE SOUTHERLY ALONG THE CENTER LINE OF INDEPENDENCE ROAD ABOUT 138 FEET TO THE PROPOSED EASTERLY LINE OF INDEPENDENCE ROAD ALTERATION, 60 FEET WIDE;

THENCE NORTHERLY ALONG SAID PROPOSED EASTERLY LINE OF INDEPENDENCE ROAD ALTERATION ABOUT 132 FEET TO THE BISECTOR, PRODUCED WESTERLY, OF THE THIRD ANGLE IN INDEPENDENCE ROAD, NORTH OF EGGERS AVENUE;

THENCE EASTERLY ALONG SAID BISECTOR PRODUCED WESTERLY AND ALONG SAID BISECTOR, ABOUT 42 FEET TO THE PLACE OF BEGINNING, CONTAINING ABOUT 2791 SQUARE FEET OF LAND. (SCALED).

SUBJECT TO SLOPES, DESCRIBED AS FOLLOWS AND AS SHOWN ON CUYAHOGA COUNTY ENGINEER'S MAP NO. M-4399.

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF INDEPENDENCE ROAD, 60 FEET WIDE, WITH THE PROPOSED EASTERLY LINE OF INDEPENDENCE ROAD ALTERATION 60 FEET WIDE, SAID INTERSECTION BEING NORTHERLY ABOUT 159 FEET MEASURED ALONG SAID CENTER LINE OF INDEPENDENCE ROAD FROM THE SECOND ANGLE POINT IN SAID CENTER LINE OF INDEPENDENCE ROAD, NORTH OF EGGER'S AVENUE;

THENCE NORTHERLY ALONG SAID CENTER LINE OF INDEPENDENCE ROAD ABOUT 27 FEET TO A POINT WHICH IS EASTERLY 8 FEET, BY RADIAL MEASUREMENT FROM THE PROPOSED EASTERLY LINE OF INDEPENDENCE ROAD ALTERATION;

THENCE NORTHERLY ALONG THE LINE OF THE SLOPE WHICH EXTENDS EASTERLY THE FOLLOWING DISTANCES, BY RADIAL MEASUREMENT, FROM THE PROPOSED EASTERLY LINE OF INDEPENDENCE ROAD ALTERATION, MEASURING NORTHERLY ALONG SAID PROPOSED EASTERLY LINE OF INDEPENDENCE ROAD ALTERATION, THE FOLLOWING DISTANCE, BEGINNING AT THE PLACE OF BEGINNING;

THENCE NORTHERLY ABOUT 46 FEET, THE SLOPE EXTENDS 5 FEET;

THENCE NORTHERLY 49.21 FEET, THE SLOPE EXTENDS 4 FEET;

THENCE NORTHERLY ALONG THE SLOPE LINE ABOUT 38 FEET TO THE BISECTOR, PRODUCED WESTERLY, OF THE THIRD ANGLE IN THE CENTER LINE OF INDEPENDENCE ROAD, NORTH OF EGGER'S AVENUE;

THENCE WESTERLY ALONG THE BISECTOR, PRODUCED WESTERLY, 4 FEET TO THE PROPOSED EASTERLY LINE OF INDEPENDENCE ROAD ALTERATION, 60 FEET WIDE;

THENCE SOUTHERLY ALONG SAID PROPOSED EASTERLY LINE OF INDEPENDENCE ROAD ALTERATION TO THE PLACE OF BEGINNING, CONTAINING ABOUT 611 SQUARE FEET OF LAND. (SCALED)

TRACT 2

SITUATED IN THE CITY OF CLEVELAND, COUNTY OF CUYAHOGA, STATE OF OHIO, AND KNOWN AS BEING PART OF ORIGINAL ONE HUNDRED ACRE LOT NO. 283 AND BEING PART OF THE LAND CONVEYED TO SUN OIL COMPANY BY DEED RECORDED IN VOL. 3989 PAGE 527 OF CUYAHOGA COUNTY DEED RECORDS AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF INDEPENDENCE ROAD 60 FEET WIDE WITH THE PROPOSED EASTERLY LINE OF INDEPENDENCE ROAD ALTERATION 60 FEET WIDE, SAID INTERSECTION BEING NORTHERLY ABOUT 148 FEET MEASURED ALONG SAID CENTER LINE OF INDEPENDENCE ROAD FROM ITS INTERSECTION WITH THE CENTER LINE OF EGGERS AVENUE, PROPOSED 50 FEET WIDE, AS SHOWN ON CUYAHOGA COUNTY ENGINEER'S MAP NO. M-4399;

THENCE NORTHERLY ALONG SAID CENTER LINE OF INDEPENDENCE ROAD ABOUT 116 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTHWESTERLY ALONG SAID CENTER LINE OF INDEPENDENCE ROAD ABOUT 89 FEET TO THE PROPOSED EASTERLY LINE OF INDEPENDENCE ROAD ALTERATION, 60 FEET WIDE;

THENCE SOUTHERLY ALONG SAID PROPOSED EASTERLY LINE OF INDEPENDENCE ROAD ALTERATION ON A CURVED LINE DEFLECTING TO THE LEFT ABOUT 197 FEET TO THE PLACE OF BEGINNING, SAID CURVED LINE HAVING A RADIUS OF 5699.58 FEET, CONTAINING ABOUT 2758 SQUARE FEET OF LAND (SCALED).

SUBJECT TO SLOPES DESCRIBED AS FOLLOWS AND AS SHOWN ON CUYAHOGA COUNTY ENGINEER'S MAP NO. M-4399.

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF INDEPENDENCE ROAD, 60 FEET WIDE WITH THE PROPOSED EASTERLY LINE OF INDEPENDENCE ROAD ALTERATION, 60 FEET WIDE, SAID INTERSECTION BEING NORTHERLY ABOUT 148 FEET, MEASURED ALONG SAID CENTER LINE OF INDEPENDENCE

ROAD FROM ITS INTERSECTION WITH THE CENTER LINE OF EGGERS AVENUE,
PROPOSED 50 FEET WIDE;

THENCE NORTHERLY ALONG SAID CENTER LINE OF INDEPENDENCE ROAD
ABOUT 20 FEET TO A POINT WHICH IS EASTERLY 7 FEET BY RADIAL
MEASUREMENT FROM THE PROPOSED EASTERLY LINE OF INDEPENDENCE ROAD
ALTERATION;

THENCE NORTHERLY ALONG THE LINE OF THE SLOPE WHICH EXTENDS
EASTERLY THE FOLLOWING DISTANCES, BY RADIAL MEASUREMENT FROM THE
PROPOSED EASTERLY LINE OF INDEPENDENCE ROAD ALTERATION, 60 FEET
WIDE, MEASURING NORTHERLY ALONG SAID PROPOSED EASTERLY LINE OF
INDEPENDENCE ROAD ALTERATION THE FOLLOWING DISTANCES, BEGINNING
AT THE PLACE OF BEGINNING;

THENCE NORTHERLY ABOUT 60 FEET, THE SLOPE EXTENDS 7 FEET;

THENCE NORTHERLY ABOUT 49.73 FEET, THE SLOPE EXTENDS 5 FEET;

THENCE NORTHERLY ABOUT 49.73 FEET, THE SLOPE EXTENDS 7 FEET;

THENCE ALONG THE SLOPE LINE ABOUT 15 FEET TO A POINT IN THE CENTER
LINE OF INDEPENDENCE ROAD, 60 FEET WIDE, SAID POINT BEING EASTERLY 7
FEET, BY RADIAL MEASUREMENT FROM THE PROPOSED EASTERLY LINE OF
INDEPENDENCE ROAD ALTERATION;

THENCE NORTHWESTERLY ALONG SAID CENTER LINE OF INDEPENDENCE ROAD
TO THE PROPOSED EASTERLY LINE OF INDEPENDENCE ROAD ALTERATION, 60
FEET WIDE;

THENCE SOUTHERLY ALONG SAID PROPOSED EASTERLY LINE OF
INDEPENDENCE ROAD ALTERATION ON A CURVED LINE DEFLECTING TO THE
LEFT ABOUT 197 FEET TO THE PLACE OF BEGINNING, SAID CURVED LINE HAVING
A RADIUS OF 5698.58 FEET, CONTAINING ABOUT 1100 SQUARE FEET OF LAND,
(SCALED).

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN VOLUME
10130, PAGE 141 OF CUYAHOGA COUNTY RECORDS

EXCEPTING THEREFROM THE FOLLOWING PARCELS:

EXCEPTION PARCEL 1

THAT PROPERTY SET FORTH IN VOLUME 8692, PAGE 39 OF CUYAHOGA COUNTY RECORDS,

EXCEPTION PARCEL 2

THAT PROPERTY SET FORTH IN VOLUME 9414, PAGE 654 OF CUYAHOGA COUNTY RECORDS,

EXCEPTION PARCEL 3

THAT PROPERTY SET FORTH IN VOLUME 10130, PAGE 131 OF CUYAHOGA COUNTY RECORDS.

THE PROPERTY DESCRIBED HEREINABOVE IS MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS IN ACCORDANCE WITH SURVEY OF MICHAEL F. FELDBUSCH, RLS, DATED SEPTEMBER 30, 2005, LAST REVISED JANUARY 1, 2006, AS JOB NO. SS32920-14:

SITUATED IN THE CITY OF CLEVELAND, COUNTY OF CUYAHOGA, STATE OF OHIO, AND BEING LOCATED ALONG THE EASTERLY SIDE OF INDEPENDENCE ROAD, AND THE SOUTH SIDE OF BADING AVENUE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND PIN W/CAP WARNER PS#7055, SAID PIN BEING APPROXIMATELY 1713 FEET NORTH OF THE INTERSECTION OF INDEPENDENCE ROAD AND BADING AVENUE; THENCE ALONG THE RIGHT OF WAY OF INDEPENDENCE ROAD, SOUTH $10^{\circ} 27' 36''$ EAST, A DISTANCE OF 381.56 FEET TO A FOUND PIN W/CAP WARNER PS#7055, SAID PIN BEING THE POINT OF BEGINNING;

THENCE LEAVING THE RIGHT OF WAY OF INDEPENDENCE ROAD AND WITH THE LINES OF HEIDTMAN STEEL THE FOLLOWING COURSES: NORTH $73^{\circ} 45' 18''$ EAST, A DISTANCE OF 71.67 FEET TO A FOUND $5/8''$ REBAR FLUSH;

THENCE NORTH $30^{\circ} 57' 10''$ EAST A DISTANCE OF 3.36 FEET TO A FOUND $5/8''$ REBAR FLUSH WITH COURTNEY #5609 CAP;

THENCE NORTH $67^{\circ} 14' 44''$ EAST A DISTANCE OF 142.70 FEET TO A POINT BEING WITNESSED BY AN IRON PIPE INSIDE A CHAIN LINK FENCE CORNER POST LOCATED SOUTH $42^{\circ} 49' 40''$ WEST 1.19 FEET OF THE RECORD CORNER LOCATION;

THENCE SOUTH $52^{\circ} 55' 45''$ EAST A DISTANCE OF 92.54 FEET TO A SET RR SPIKE IN A CONCRETE SLAB;

THENCE NORTH $67^{\circ} 14' 44''$ EAST A DISTANCE OF 135.75 FEET TO A POINT BEING WITNESSED BY A CHAIN LINK FENCE CORNER POST LOCATED NORTH $13^{\circ} 57' 59''$ WEST 0.74 FEET OF THE RECORD CORNER LOCATION;

THENCE SOUTH $22^{\circ} 45' 06''$ EAST A DISTANCE OF 828.09 FEET TO A $5/8''$ IRON W/COURTNEY #5609 CAP 4" DEEP, SAID PIN BEING THE POINT OF TANGENCY OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 331.17 FEET;

THENCE ALONG SAID CURVE HAVING A LONG CHORD BEARING SOUTH $68^{\circ} 01' 17''$ EAST AND A CHORD LENGTH OF 470.52 FEET, A DISTANCE OF 523.28 FEET TO A $5/8''$ IRON PIN 8" TALL;

THENCE NORTH $66^{\circ} 42' 44''$ EAST A DISTANCE OF 25.01 FEET TO A SET $5/8''$ REBAR W/PLS CAP 7761 1" TALL AND BENT;

THENCE SOUTH $22^{\circ} 45' 16''$ EAST A DISTANCE OF 16.50 FEET TO A SET $5/8''$ REBAR W/ PLS CAP 7761 2" TALL, SAID REBAR BEING ON THE NORTHERLY RIGHT OF WAY OF A RAILROAD;

THENCE WITH THE NORTHERLY RIGHT OF WAY OF SAID RAILROAD AND HEIDTMAN STEEL, THE FOLLOWING FOUR COURSES: SOUTH $66^{\circ} 51' 04''$ WEST A DISTANCE OF 265.00 FEET TO A SET $5/8''$ REBAR W/PLS CAP 7761 2" UP;

THENCE SOUTH $70^{\circ} 55' 04''$ WEST A DISTANCE OF 45.40 FEET TO A $5/8''$ IRON PIN FLUSH;

THENCE SOUTH $78^{\circ} 37' 04''$ WEST A DISTANCE OF 65.76 FEET TO A FOUND PIN W/WARNER PS#7055 CAP FLUSH;

THENCE SOUTH $66^{\circ} 51' 04''$ WEST A DISTANCE OF 375.00 FEET TO A FOUND PIN W/WARNER PS#7055 CAP ON THE EASTERLY RIGHT OF WAY OF INDEPENDENCE ROAD, 30 FEET FROM CENTERLINE;

THENCE WITH THE EASTERLY RIGHT OF WAY OF INDEPENDENCE ROAD AND 30 FEET FROM THE SAID CENTERLINE, THE FOLLOWING TWO COURSES: NORTH $26^{\circ} 25' 26''$ WEST A DISTANCE OF 528.30 FEET TO A POINT, SAID POINT BEING THE

POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 5951.13 FEET;

THENCE ALONG SAID CURVE HAVING A LONG CHORD BEARING NORTH $20^{\circ} 44' 10''$ WEST AND A CHORD LENGTH OF 723.60 FEET, A DISTANCE OF 724.05 FEET TO THE POINT OF BEGINNING, CONTAINING 12.20 ACRES OF LAND.

EXHIBIT B TO
The Vertellus Specialties Incorporated
The Former Reilly Tar & Chemical
ENVIRONMENTAL COVENANT

LIST OF ENCUMBRANCES

1. Right-of-way for ingress and egress contained in the deed from Reilly Tar & Chemical Corporation to Republic Steel Corporation, dated July 25, 1958, recorded August 26, 1958, in volume 9414, page 654 of Cuyahoga County Records (Blanket Easement).
2. Slope rights contained in the deed from Reilly Tar & Chemical Corporation to the Board of County Commissioners of Cuyahoga County, dated December 5, 1960, recorded February 27, 1961 and recorded in volume 10130, page 131 of Cuyahoga County Records.
3. Slope rights contained in the deed from Sunoil Company to Reilly Chemical Corporation, dated October 7, 1960, recorded February 27, 1961 in volume 10130, page 141 of Cuyahoga County Records.



**Environmental
Protection Agency**

John R. Kasich, Governor
Mary Taylor, Lt. Governor
Scott J. Nally, Director

Division of
Air Pollution
Control and Remedial Response

JAN 25 2012

January 25, 2012

Donald A. Shindler
Brown, Udell, Pomerantz & Delrahim LTD
1332 N. Halsted Street
Chicago, IL 60642

OVERNIGHT DELIVERY

Re: Vertellus Specialties, Inc. Environmental Covenant

Dear Mr. Shindler,

Enclosed please find the signed and notarized original covenant, with its exhibits, in the above-referenced matter, for filing with the Cuyahoga County Recorder's office. As I mentioned in my email, under separate cover you and Mr. Mesevage will also be receiving certified copies of the journal entry. Please note that, pursuant to Paragraph 10 of the Covenant, certification of the filing must be made to Ohio EPA and be accompanied by a time/date stamped copy of the filed covenant.

Thank you very much for your attention to this matter. Don't hesitate to contact me if you have any questions.

Sincerely,

Frances M. Kovac
Staff Attorney

Attachment

Cc w/o att: Harry Courtright, NEDO
Ed Lim, DHWM