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Marilyn Callahan, Recorder
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To be recorded with Deed
Records - R.C. § 317.08

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by the City of Cambridge, Cleveland-Cliffs Real Property Management Company and the Ohio Environmental Protection Agency ("Ohio EPA"), pursuant to Ohio Revised Code ("R.C.") §§ 5301.80 to 5301.92 for the purpose of subjecting the property described in Section 2 herein (the "Property") to the activity and use limitation set forth herein.

WHEREAS, based on contractual obligations, Cleveland-Cliffs Real Property Management Company has undertaken corrective action with respect to the Neighboring Property described herein pursuant to the "Resource Conservation and Recovery Act of 1976," 90 Stat. 2806, 42 U.S.C.A. 6921, et seq., as amended, and regulations adopted under that act, and Chapter 3734. of the Ohio Revised Code and rules adopted under it.

WHEREAS, the Property is owned by the City of Cambridge (the Property as defined in Section 2).

WHEREAS, the Neighboring Property consists of the two parcels originally located at 530 North Second Street in Cambridge, Guernsey County, Ohio. Parcel No. 060008894000 is owned by Cleveland-Cliffs Real Property Management Company and Parcel No. 060008894001 is owned by BlueScope Coated Products LLC. The Neighboring Property is known as part of the "Former E.G. Smith Property".

Background

Cleveland-Cliffs Real Property Management Company was required to complete a Resource Conservation and Recovery Act Facility Investigation Report (RFI Report, or Investigation Report) and reports of other supporting assessments and investigations that included an evaluation of the Neighboring Property based on current and future land use.

Industrial manufacturing began at the Neighboring Property located at 530 North Second Street, Cambridge, Guernsey County, Ohio, in the 1890s. Manufacturing activities from the 1890s until the mid-1960s are not well known. In the mid-1960s the Neighboring Property was occupied by E.G. Smith, a subsidiary of Armco.

Beginning in 1991, numerous environmental investigations were conducted at the Neighboring Property at 530 North Second Street related to a Resource Conservation and Recovery Act (RCRA) closure of a former drum storage area ("FDSA") (EPA ID No. OHD 058842501) under an Ohio EPA-approved closure plan. The drums were removed in late 1983 and early 1984. The environmental investigations included drilling soil borings, installing monitoring wells, and collecting and analyzing soil samples from the borings and groundwater samples from the wells.

The September 2008 Amended RCRA Closure Plan for the FDSA removed groundwater from the closure, with the understanding that groundwater under the FDSA and on the property adjacent to the FDSA (not owned by Cleveland-Cliffs Real Property Management Company) would be addressed pursuant to the RCRA Corrective Action process. Organic contaminants detected in groundwater include the halogenated volatile organic compounds (VOCs): trichloroethene (TCE), tetrachloroethene (PCE), 1,1-dichloroethene, 1,2-dichloroethane, cis-1,2-dichloroethene, trans-1,2-dichloroethene, and vinyl chloride and the non-halogenated VOCs benzene, ethylbenzene, and toluene. Organic contaminants detected in soil include: TCE, PCE, benzene, ethylbenzene, toluene, naphthalene, trimethylbenzene, trifluoromethane, isopropylbenzene, n-butylbenzene, and n-propylbenzene. Inorganic contaminants detected in soil include lead, nickel, zinc, chromium, and cyanide.

Remedial activities at the Neighboring Property included the installation and operation of a soil vapor and groundwater extraction system to address VOCs in soil and groundwater in the FDSA and eight well points for injection of a molasses solution into the water-bearing zones found in the soil to enhance the bioremediation of halogenated VOCs in groundwater.

The excavation, transportation, and proper disposal of contaminated soil was conducted in three areas of the Neighboring Property. In 2004, approximately 145 tons of VOC-contaminated soil and 25 tons of debris were excavated from a rag disposal area located north of the FDSA and east of the tank farm. In 2013 approximately 0.75 cubic

yards of lead-contaminated soil was excavated from a former outfall ditch located near the northwest corner of the Neighboring Property. In 2011, approximately 57 tons of VOC-contaminated soil was excavated from the FDSA. Upon completion of the excavation, Ohio EPA, in email correspondence dated January 19, 2012, provided written confirmation that no further action is necessary for the soil remediation in regard to the RCRA closure of the FDSA. Ohio EPA further noted that groundwater is to be addressed pursuant to the RCRA corrective action process.

WHEREAS, Ohio EPA has issued a Decision Document on June 12, 2023 requiring institutional controls.

WHEREAS, the institutional and engineering controls in the Decision Document prevent exposure to VOC concentrations in air and in groundwater that may pose unacceptable risk to human health.

WHEREAS, the Administrative Record is maintained as the file titled "AK Steel - Cambridge" in the Ohio EPA Southeast District Office located at 2195 E Front St, Logan, OH 43138.

Now therefore, Cleveland-Cliffs Real Property Management Company, the City of Cambridge and Ohio EPA agree to the following:

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

2. Property. This Environmental Covenant concerns and approximately 2.05 acre tract of real property, parcel 060008480000 owned by the City of Cambridge having an address of 1000 W Water Street, Cambridge, Ohio and as more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein ("Property").

3. Owner. The Property is owned by the City of Cambridge ("Owner"), having an address of 1131 Steubenville Avenue, Cambridge, Ohio 43725.

4. Holder. Pursuant to R.C. § 5301.81, the Holder of this Environmental Covenant ("Holder") is the Owner listed in Section 3, or any Transferee, and Cleveland-Cliffs Real Property Management Company having an address of 9227 Centre Point Drive, West Chester, Ohio, 45069.

5. Activity and Use Limitation. As part of the Corrective Measures described in the Decision Document the Owner hereby imposes and agrees to comply with the following activity and use limitation:

(a) **Limitation Restricting Residential Land Use**. The Property shall

not be used for residential land use but may be used for commercial or industrial land uses, or any combination of these land uses.

Residential land use shall include, but not be limited to, the following:

- (i) Single and multi-family dwelling and rental units,
- (ii) Day care centers, preschools, and (K-12) educational facilities,
- (iii) Correctional facilities,
- (iv) Infirm or elderly care facilities,
- (v) Residential or extend stay hotels, and
- (vi) Production of food-chain products by agricultural means for animal or human consumption.

Commercial land use is "land use with the potential for exposure of adult workers and patrons during a business day, and the potential for low frequency exposures of children who are visitors to commercial facilities during the business day. Commercial land use has the potential for exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil, incidental ingestion of soil, and inhalation of volatile compounds due to vapor intrusion to indoor air. Examples of commercial land use include, but are not limited to, shopping centers, restaurants, retail gasoline stations, retail establishments, professional offices, hospitals and clinics, religious institutions, hotels, motels, warehouses, and parking facilities."

Industrial land use is "land use with the potential for exposure of adult workers and patrons during a business day, and the potential for low frequency exposures of children who are visitors to commercial or industrial facilities during the business day. Industrial land use has the potential for exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil, incidental ingestion of soil, and inhalation of volatile compounds due to vapor intrusion to indoor air. Industrial land use is considered appropriate when conducted in accordance with federal and state guidance. The Property was subject to a risk assessment that has been approved by Ohio EPA. Examples of industrial land use include, but are not limited to, manufacturing facilities such as metal-working shops, plating shops, blast furnaces, coke plants, oil refineries, brick factories, chemical plants, and plastics plants; assembly plants; non-public airport areas; lumber yards; power plants; limited access highways; railroad switching yards; and marine port facilities."

(b) **Limitation on the Extraction or Use of Ground Water.** No person shall extract or use ground water at or underlying the Property for any purpose, potable or otherwise, except for investigation or remediation thereof or in conjunction with construction or excavation activities or maintenance of subsurface utilities.

(c) Nothing in this Environmental Covenant shall restrict or prevent the City of Cambridge from applying for or receiving a permit from Ohio EPA to construct additional wastewater treatment facilities on the property, so long as ground water use restrictions specified in this paragraph are maintained.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner, during the time that the Owner owns the Property or any portion thereof, and upon all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to R.C. § 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 on 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 R.C. § 5301.91. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitation 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 against any non-compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law.

8. Rights of Access. The Owner hereby grants to Ohio EPA's authorized representatives and Holder, the right of access to the Property for implementation or enforcement of this Environmental Covenant and shall require such access as a condition of any transfer of the Property or any portion thereof.

9. Compliance Reporting. Holder shall submit to Ohio EPA, before June 1st of each year, written documentation, which complies with the requirements of OAC rule 3745-50-42(B)-(D), verifying that the activity and use limitations set forth herein remain in place and are being complied with in accordance with this Environmental Covenant.

10. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion thereof shall contain a notice of the activity and use limitation 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, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE GUERNSEY COUNTY RECORDER ON _____, 20__, IN [DOCUMENT _____, or BOOK_____, PAGE _____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

- (a) Limitation on the Extraction or Use of Ground Water
- (b) Limitation restricting Residential Land Use

Owner or any Transferee shall cooperate with Cleveland-Cliffs Real Property Management Company and Cleveland-Cliffs Real Property Management Company shall notify Ohio EPA within ten (10) days after receiving notice of each conveyance of an interest in the Property or any portion of the Property. The notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey plat that shows the transferred property boundaries relative to the Property boundaries.

11. Representations and Warranties. The 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 and that the Owner conducted a current title search that shows that the Property is not subject to any interests or encumbrances that conflict with the activity and use limitations set for in this Environmental Covenant;
- 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 this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which the Owner is a party or by which Owner may be bound or affected; and
- E. that the Owner has identified all other persons that own an interest in or hold an encumbrance on the Property and, if applicable, notified such persons of the Owner's intention to enter into this Environmental Covenant.

12. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent of all of the following: the Owner, or a Transferee, if

applicable; the Holder, Cleveland-Cliffs Real Property Management Company; and the Director of the Ohio EPA, pursuant to ORC §§ 5301.82 and 5301.90 and other applicable law. The term, "Amendment," as used in this Environmental Covenant, shall mean any changes to the Environmental Covenant, including the activity and use limitation set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. The term, "Termination," as used in this Environmental Covenant, shall mean the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

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

13. 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.

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

15. Recordation. Within thirty (30) days after the date of the final required signature, the Owner shall cooperate with Cleveland-Cliffs Real Property Management Company, and Cleveland-Cliffs Real Property Management Company shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Guernsey County Recorder's Office.

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 Guernsey County Recorder.

17. Distribution of Environmental Covenant. The Owner shall cooperate with Cleveland-Cliffs Real Property Management Company, and Cleveland-Cliffs Real Property Management Company shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA, the Holder and Guernsey County.

18. Notice. Unless otherwise notified in writing by or on behalf of the current owner or Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

As to Ohio EPA:

Ohio EPA – Central Office
Division of Environmental Response and Revitalization
PO Box 1049
Columbus, Ohio 43216-1049
Attn.: DERR Records Management Officer

Or, send electronically to: records@epa.ohio.gov

And

Ohio EPA
Division of Environmental Response and Revitalization Southeast District Office
2195 Front Street
Logan, Ohio 43138
Attn.: DERR Manager

As to Owner:

City of Cambridge
Attn: Louis Thornton, Utilities Director
814 Wheeling Avenue
Cambridge, Ohio 43725

As to Holder:

Traci L. Forrester
Executive Vice President
Cleveland-Cliffs Real Property Management Company
9227 Centre Point Drive
West Chester, Ohio 45069

The undersigned represents and certifies that the undersigned is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

City of Cambridge:

Signature

Signature

By: Thomas D. Orr, Mayor
Printed Name and Title

Printed Name and Title

Date: 9-28-2023

State of Ohio)
) ss:
County of Guernsey)

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

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 28th day of September, 2023.

Sharon K Cassler
Notary Public

Notary Public



SHARON K. CASSLER
Notary Public, State of Ohio
My Commission Expires 11-7-23

Cleveland-Cliffs Real Property Management Company:

[Signature]

Signature

By: Traci Forrester, EVP Environmental & Sustainability
Printed Name and Title

Date: 10/19/2023

State of Ohio)

)

ss:

County of Cuyahoga)

Before me, a notary public, in and for said county and state, personally appeared Traci Forrester, a duly authorized representative of the Holder, who acknowledged to me the execution of the foregoing instrument on behalf of the Holder.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 19th day of October, 2023

Notary Public

Susan E. Dick



SUSAN E. DICK
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires Nov. 6, 2027

OHIO ENVIRONMENTAL PROTECTION AGENCY

By: 

Anne M. Vogel, Director

Date: 12-05-2023

State of Ohio)
) ss:
County of Franklin)

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

ANNE M.
VOGEL

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 5th day of December 2023.




Notary Public

CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES
May 10, 2024

This instrument was prepared by:

Chris Kim Kahn
Frost Brown Todd LLP
3300 Great American Tower
301 East Fourth Street
Cincinnati, Ohio 45202

Sarah Miles
Ohio EPA-Legal Office
50 West Town Street
Columbus, OH 43215

0001590.0481242 4866-8082-6213v1

202400000159

MARY LOU ROCHOTTE
PICK UP



DESCRIPTION OF 2.597 ACRE ENVIRONMENTAL COVENANT

Situated in the State of Ohio, County of Guernsey, City of Cambridge, being part of the Third Quarter, Township 2, Range 3, United States Military Lands, being part of Outlots 15 through 17, Forrest Avenue and West Avenue of John C. Beckett's Addition of record in Plat Volume 3, Page 11, being part of six parcels of land conveyed to the City of Cambridge of record in Volume 200, Page 112, Volume 227, Page 218, and Volume 245, Page 464, all references being of record in the Recorder's Office, Guernsey County, Ohio, and being more particularly described as follows:

BEGINNING FOR REFERENCE at the northeast corner of Lot 40 of Smith & Woodworth's Addition of record in Plat Volume 7, Page 21, being on the west line of a vacated 14 foot wide alley, and being on the south line of vacated Webster Avenue;

Thence North $01^{\circ}09'37''$ East, a distance of 441.89 feet crossing a 14.606 acre tract of land conveyed to Smith Steelite of record in Official Record 56, Page 957, to a north line of said 14.606 acre tract, being on the south right-of-way line of Steele Avenue, and being on the south line of said City of Cambridge parcels;

Thence South $88^{\circ}50'23''$ East, a distance of 94.65 feet with the south line of said City of Cambridge parcels, with the south right-of-way line of said Steele Avenue, and with a north line of said 14.606 acre tract, to the **TRUE POINT OF BEGINNING** of the tract to be described;

Thence North $01^{\circ}52'28''$ East, a distance of 767.09 feet crossing said six City of Cambridge parcels, to the north line of said City of Cambridge parcels and being on the south line of a 2.8 acre tract of land conveyed to Daniel Luskevich, Cathy A. Workman, and John Luskevich of record in Official Record 468, Page 1754;

Thence South $67^{\circ}30'38''$ East, a distance of 157.01 feet with the north line of said City of Cambridge parcels and with the south line of said 2.8 acre tract, to the northeast corner of said City of Cambridge parcels and being at a northwest corner of a 21.480 acre tract of land conveyed to Everest International, Inc. of record in Official Record 147, Page 135;

Thence South $00^{\circ}49'47''$ West, a distance of 709.93 feet with the east line of said City of Cambridge parcels, with a west line of said 21.480 acre tract, and with a west line of said 14.606 acre tract, to a $5/8''$ rebar found at the southeast corner of said City of Cambridge parcels;

Thence North $88^{\circ}50'23''$ West, a distance of 159.91 feet with a south line of said City of Cambridge parcels and with a north line of said 14.606 acre tract, to the **TRUE POINT OF BEGINNING** containing 2.597 acres of land and being subject to all easements and documents of record.

Basis of Bearings: The bearings shown on this survey are based on the bearing of South $88^{\circ}58'19''$ East for the north right-of-way line of East Avenue, based on field observations performed in September 2021, and based on NAD 83 (2011 Adjustment), Ohio State Plane South Zone.

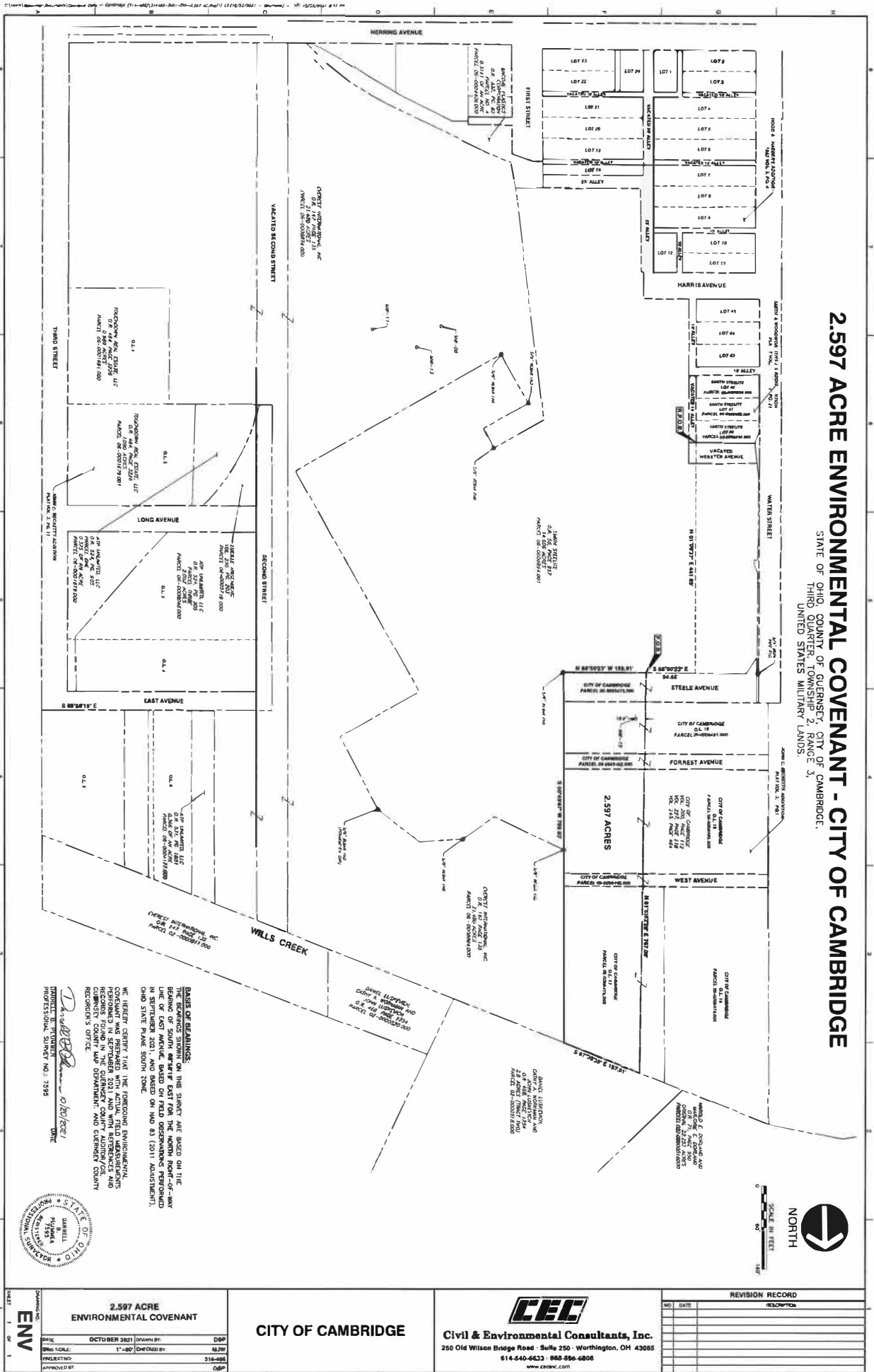
This description was prepared with actual field measurements performed in September 2021 and with references and records found in the Guernsey County Auditor/GIS, Guernsey County Map Department, and Guernsey County Recorder's Office.

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



2.597 ACRE ENVIRONMENTAL COVENANT - CITY OF CAMBRIDGE

STATE OF OHIO COUNTY OF CUYAHOGA CITY OF CAMBRIDGE
THIRD QUARTER TOWNSHIP RANGE 5
UNITED STATES MILITARY LANDS



BASED ON RECORDS:
THE RECORDS SHOWN ON THIS SURVEY ARE BASED ON THE
RECORDS OF THE CUYAHOGA COUNTY AUDITOR'S OFFICE
FOR THE YEAR 2021. THE RECORDS OF THE CUYAHOGA
COUNTY AUDITOR'S OFFICE FOR THE YEAR 2021 ARE
THE ONLY RECORDS OF THE CUYAHOGA COUNTY AUDITOR'S
OFFICE FOR THE YEAR 2021 THAT HAVE BEEN FILED
WITH THE CUYAHOGA COUNTY AUDITOR'S OFFICE.
WE HEREBY CERTIFY THAT THE FOREGOING ENVIRONMENTAL
COVENANT WAS PREPARED WITH CARE AND ACCURACY
AND THAT THE RECORDS OF THE CUYAHOGA COUNTY
AUDITOR'S OFFICE FOR THE YEAR 2021 ARE THE ONLY
RECORDS OF THE CUYAHOGA COUNTY AUDITOR'S OFFICE
FOR THE YEAR 2021 THAT HAVE BEEN FILED WITH THE
CUYAHOGA COUNTY AUDITOR'S OFFICE.



REVISION RECORD	
NO.	DATE

2.597 ACRE ENVIRONMENTAL COVENANT	
DATE: OCTOBER 2021	DRAWN BY: DLP
SCALE: 1"=80'	CHECKED BY: DLP
PROJECT NO: 315-686	
APPROVED BY: DLP	

CITY OF CAMBRIDGE	
Civil & Environmental Consultants, Inc.	
250 Old Wilson Bridge Road - Suite 250 - Worthington, OH 43085	
614-540-6433 614-540-6808	
www.ccecinc.com	