

December 6, 2019

Via Email: (records@epa.ohio.gov)

Angela Edwards
Ohio Environmental Protection Agency
Division of Environmental Response and Revitalization
50 West Town Street, Suite 700
Columbus, Ohio 43216

Re: VAP Recorded Instruments
Project No. 218002907008
No Further Action Letter, No. 19NFA726
Terminal Properties, LLC, 5520 Chevrolet Boulevard, Parma, Ohio, Parcel No. 441-14-006

Dear Ms. Edwards:

Enclosed please find a copy of both the Environmental Covenant and the Covenant Not to Sue (including Exhibits 1, 2 and 3) for Terminal Properties, LLC property located at 5520 Chevrolet Boulevard in Parma, Ohio, showing the date stamp issued by the Cuyahoga County's Office of Fiscal Officer. These documents are sent in response to Ohio Environmental Protection Agency's November 7, 2019 Issuance of Covenant Not to Sue transmittal letter and as required under Ohio Revised Code Chapter 3746 and Ohio Administrative Code Chapter 3745-300.

If you have any questions, please do not hesitate to contact me at 412-394-5452 or jreinhart@babstcalland.com.

Very truly yours,



Joseph K. Reinhart
Counsel for Terminal Properties, LLC

Encls.

cc: Ohio EPA Northeast District Office
J. Fields
R. Taylor
J. Maug

201911260750

[Signature]

**BEFORE THE
OHIO ENVIRONMENTAL PROTECTION AGENCY**

In the matter of:

Terminal Properties, LLC
15 27th Street
Pittsburgh, PA 15222

Covenant Not to Sue

**Director's Final Findings
and Orders**

Regarding property known as:

Terminal Properties, LLC Property
5520 Chevrolet Boulevard
Parma, OH 44130

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

[Signature] Date: 11-7-19

Pursuant to Ohio Revised Code ("ORC") Chapter 3746 and Ohio Administrative Code ("OAC") Chapter 3745-300, the Director of the Ohio Environmental Protection Agency (the "Director") hereby makes the following Findings and issues the following Orders ("Findings and Orders").

FINDINGS

1. A No Further Action Letter, No. 19NFA726 (the "NFA Letter"), was received on February 27, 2019 to the Director under the Voluntary Action Program on behalf of Terminal Properties, LLC (the "Volunteer"), by Steven M. Gross, a certified professional, No. CP192, as defined in ORC 3746.01(F) and OAC 3745-300-01(A) (the "Certified Professional").
2. The Certified Professional issued the NFA Letter by his CP affidavit on February 11, 2019. The Certified Professional also submitted to the Director addenda to the NFA Letter, which were issued under CP affidavit on June 18, 2019 and July 29, 2019. For the purposes of these Findings and Orders, the term "NFA Letter" includes the addenda.
3. The NFA Letter describes the investigational and remedial activities undertaken at the approximately 23.6544-acres property, known as Terminal Properties, LLC Property, located at 5520 Chevrolet Boulevard, Parma, Ohio (the "Property"). An exact legal description of the Property is attached hereto as Exhibit 1. A property location map is attached hereto as Exhibit 2. Based on information in the NFA Letter, the Property is owned by Terminal Properties, LLC.

4. The Certified Professional prepared pursuant to OAC 3745-300-13 an Executive Summary of the NFA Letter, which is attached hereto as Exhibit 3.

Summary of the voluntary action for the Property

5. Based upon the information in the NFA Letter, the Volunteer undertook the following investigational and remedial activities regarding the Property:
 - a. A Phase I Property Assessment pursuant to OAC 3745-300-06, to determine whether there is any reason to believe that a release of hazardous substances or petroleum has or may have occurred on or from the Property.
 - b. A Phase II Property Assessment pursuant to OAC 3745-300-07, including but not limited to investigations of identified areas and affected media at the Property, to assess environmental conditions related to releases of hazardous substances and/or petroleum.
 - c. Activity and use limitations, as described in a proposed Environmental Covenant pursuant to ORC 5301.80 to 5301.92, subject to execution by the Director and recording as described in these Findings and Orders. In general, the activity and use limitations will limit the Property to certain allowable land uses, including commercial use, industrial use or combination of these uses;
 - d. Other remedial activities, conducted under OAC 3745-300-11 or other applicable law, including the removal of approximately 11,600 cubic yards of soil contaminated by xylenes in the vicinity of IA-6 that was encountered during redevelopment and construction activities on the Property between May through July 2018. Contaminated soils were disposed of off-site Petro Cell facility in Lodi, Ohio.
 - e. A demonstration that the Property complies with applicable standards based on the remedial activities for the identified chemicals of concern ("COCs") in the identified areas at the Property and in affected media. The demonstration was made using a property-specific risk assessment and a ground water protection demonstration.
6. The Certified Professional has verified by affidavit that the voluntary action was conducted and the NFA Letter was issued for the Property in accordance with ORC Chapter 3746 and OAC Chapter 3745-300, that the Property is eligible for the Voluntary Action Program, and that the voluntary action was conducted in compliance with all applicable federal, state and local laws and regulations.
7. At the time that analyses were performed, TestAmerica Laboratories, Inc. North

Canton, OH; TestAmerica Laboratories, Inc. Knoxville, TN; and ALS Environmental, Cincinnati, OH were certified laboratories, No(s). CL0024, CL0059 and CL0022, respectively, as defined in ORC 3746.01(E) and OAC 3745-300-01(A), whose services were used in support of the NFA Letter.

8. The Environmental Covenant will be recorded in the same manner as a deed to the Property with Cuyahoga County as described in the Environmental Covenant and Order No. 2 herein. A copy of the executed Environmental Covenant is attached hereto as Exhibit 4. The Environmental Covenant upon recording will limit the Property to commercial or industrial land use, as those terms are defined in OAC 3745-300-08(C)(2) (effective May 26, 2016).
9. The Volunteer conducted the voluntary action under Ohio's Voluntary Action Program in accordance with the procedures established under the "Memorandum of Agreement - Brownfield and Voluntary Action Program MOA Track" entered into between the United States Environmental Protection Agency, Region V, and Ohio EPA, which was first executed on July 31, 2001, superseded in November 2007, and modified on February 23, 2017 (collectively the "MOA"). The voluntary action was implemented under the applicable "VAP MOA Track" procedures.

Applicable Standards

10. Based on the information contained in the NFA Letter and all conditions set forth in these Findings and Orders, the Property meets applicable standards contained in ORC Chapter 3746 and OAC Chapter 3745-300 for various uses including commercial and industrial land use. The applicable standards for the Property are those in effect when the NFA Letter was issued on February 12, 2019. The applicable standards, the methods of achieving compliance with the standards, and the associated points of compliance for the standards for each complete exposure pathway, are identified in the NFA Letter or by applicable law. The standards include one or more of the following:
 - a. Generic numerical standards determined in accordance with OAC 3745-300-08.
 - b. Property-specific risk assessment standards developed in accordance with OAC 3745-300-09.
 - c. Background standards determined in accordance with ORC 3746.06(A) and OAC 3745-300-07(H).
 - d. Standards for residential (potable) use of ground water in the bedrock saturated zone underlying the Property, applied in accordance with ORC 3746.06(B) and OAC 3745-300-07(F).
11. Based on the remedies identified in this paragraph, the Property complies with

applicable standards. Failure of one or more remedial activities may constitute noncompliance with applicable standards. The remedies include:

- a. The activity and use limitations set forth in the Environmental Covenant attached hereto, which once recorded will limit the Property to commercial or industrial land use.
12. Remedy changes may be undertaken or documented in accordance with OAC 3745-300-11. Documentation of new or revised remedies may be reviewed as an Ohio EPA public record. (Many public records are available to download from Ohio EPA's eDocument search engine page.) Any new or modified activity and use limitation would be established under an environmental covenant recorded in the same manner as a deed for the Property.
13. Pursuant to ORC 3746.12(A), the Director of Ohio EPA is authorized to issue a covenant not to sue for the Property through these Findings and Orders. Based on the NFA Letter and subject to all conditions set forth in these Findings and Orders, the remedial activities conducted for the Property are protective of public health and safety and the environment.

ORDERS

Covenant

1. Based on the NFA Letter, and subject to all conditions set forth in these Findings and Orders, Ohio EPA hereby covenants not to sue and releases Terminal Properties, LLC, and its agents, employees, members, shareholders, officers, directors, successors and assigns, and successors and assigns of the Property, from all civil liability to the State of Ohio (the "State") to perform additional investigational and remedial activities. This covenant not to sue and release of liability ("Covenant") applies to the Property that has undergone a Phase I or Phase II property assessment in compliance with ORC Chapter 3746 and OAC Chapter 3745-300 or has been the subject of remedial activities conducted under ORC Chapter 3746 and OAC Chapter 3745-300 to address a release of hazardous substances or petroleum, and the assessment or the remedial activities demonstrate or result in compliance with applicable standards.

Conditions and Limitations

Effectiveness of the Covenant— Recording of the Environmental Covenant

2. The Covenant provided in Order No. 1 herein shall become effective upon the date the Environmental Covenant is recorded in accordance with this Order. The Environmental Covenant shall be filed as a document separate from the filing required by Order No. 3 herein. Within thirty (30) days after the issuance of these Findings and Orders, Terminal Properties, LLC shall:

- a. File with the Cuyahoga County Recorder's Office for recording, in the same manner as a deed to the Property pursuant to ORC 3746.14 and 5301.88, the Environmental Covenant as executed and attached hereto as Exhibit 4. The document for recording may be an executed original or a copy of the same authenticated by Ohio EPA; and
- b. Submit to Ohio EPA a copy of the recorded Environmental Covenant that shows the filing date stamp of the Cuyahoga County Recorder's Office or other reliable information that verifies the recording of the document in accordance with this Order. The submission shall include a cover letter that identifies "Recorded - Environmental Covenant for Terminal Properties, LLC Property, NFA Letter No. 19NFA726." The submission shall be delivered by U.S. mail or by other reliable means to the DERR Records Management Officer at Ohio EPA's Central Office, 50 West Town Street, P.O. Box 1049, Columbus, OH 43216-1049, or at records@epa.ohio.gov.

Requirement to Record These Findings and Orders / Covenant Not to Sue

3. Within thirty (30) days after the issuance of these Findings and Orders, Terminal Properties, LLC shall:
 - a. File with Cuyahoga County Recorder's Office, for recording in the same manner as a deed to the Property pursuant to ORC 3746.14, a copy of these Findings and Orders, including Exhibits 1 (Legal Description), 2 (Property Location Map) and 3 (Executive Summary).
 - b. Submit to Ohio EPA a copy of the Findings and Orders that shows the filing date stamp of the Cuyahoga County Recorder's Office or other reliable information that verifies the recording of the Findings and Orders in accordance with this Order. The submission shall include a cover letter that identifies "Recorded - Covenant Not to Sue for NFA Letter No. 19NFA726." The submission shall be delivered by U.S. mail or by other reliable means to the DERR Records Management Officer at Ohio EPA's Central Office, 50 West Town Street, P.O. Box 1049, Columbus, OH 43216-1049, or at records@epa.ohio.gov.

Limits of Covenant

4. Pursuant to ORC 3746.12(B)(1), the Covenant shall remain in effect for as long as the Property continues to comply with the applicable standards upon which the Covenant is based, as referenced in these Findings and Orders.
 - a. Compliance with standards requires the effective performance of the remedial activities set forth in EC, as applicable, and additional or

changed remedies as documented in Ohio EPA's public record or in an instrument recorded in the same manner as a deed for the Property.

- b. Upon a finding pursuant to ORC 3746.12(B)(2) that the Property or portion thereof no longer complies with applicable standards upon which issuance of the Covenant was based and receipt of the Director's notice of that fact and the requirements of ORC 3746.12(B)(3), the person(s) responsible for maintaining compliance with those standards shall receive an "opportunity to cure" the noncompliance.
 - c. ORC 3746.12(B)(4) provides for revocation of the Covenant upon a Director's finding that the noncompliance has not been cured.
5. Pursuant to ORC 3746.05, any use of the Property that does not comply with the institutional controls identified herein (i.e., the activity and use limitations contained in the Environmental Covenant), voids the Covenant on and after the date of the commencement of the noncomplying use.
6. The Covenant shall not apply to releases of hazardous substances or petroleum that occur after the issuance of the NFA Letter.
7. The Covenant shall not apply:
 - a. To claims for natural resource damages the State may have pursuant to Sections 107 or 113 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9607 and 9613, as amended.
 - b. To claims the State may have pursuant to Section 107 of CERCLA, 42 U.S.C. 9607, as amended, for costs other than those for damages to natural resources, provided that the State incurs those other costs as a result of an action by the United States Environmental Protection Agency.
 - c. As otherwise specifically provided in ORC Chapter 3746, including but not limited to obligations arising under other applicable laws.
8. Nothing in the Covenant limits the authority of the Director to act under ORC 3734.13 and 3734.20 to 3734.23.
9. Nothing in the Covenant limits the authority of the Director to request that a civil action be brought pursuant to the ORC or common law of the State to recover the costs incurred by Ohio EPA for investigating or remediating a release or threatened release of hazardous substances or petroleum at or from the Property, when the Director determines that the release or threatened release poses an imminent and substantial threat to public health or safety or the environment.

10. Nothing in the Covenant shall be construed to limit or waive the Director's authority to revoke the Covenant in response to any of the circumstances for revocation of a covenant, as provided in ORC Chapter 3746 and OAC Chapter 3745-300.

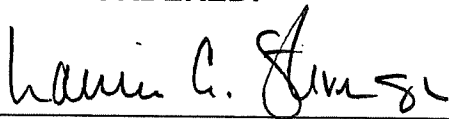
Ohio EPA Oversight and Access to Property

11. Pursuant to ORC 3746.21 or 3746.171 and the Environmental Covenant, and at reasonable times, upon proper identification, and stating the necessity and purpose as directed by applicable law, authorized representatives of the Director shall be granted access to the Property for the inspection or investigation purposes authorized under applicable law. Such purposes may include but are not limited to conducting an audit of the NFA letter and determining whether the Property is being used in compliance with the activity and use limitations contained in the Environmental Covenant.

Transfer

12. Pursuant to ORC 3746.14 and OAC 3745-300-13, the NFA Letter and the Covenant Not to Sue/Findings and Orders may be transferred to any person by assignment or in conjunction with the acquisition of title to the Property.

IT IS SO ORDERED:



Laurie A. Stevenson, Director
Ohio Environmental Protection Agency

NOV - 7 2019

Date

Exhibit 1
Legal Description



Pennsylvania
Waterfront Corporate Park III Suite 101
2000 Georgetowne Drive
Sewickley, PA 15143
724.444.1100
www.pve-llc.com

Civil Engineering • Energy • Environmental • Land Development • Landscape Architecture • Municipal • Structure Design • Survey

EXHIBIT "A" LEGAL DESCRIPTION:

Parcel No. 1

Situated in the City of Parma, County of Cuyahoga, State of Ohio, and known as being Parcel "B-2A" in the Plat of Survey and Partition for 54 Chevy LLC as shown by the recorded plat in Volume 377 of Maps, Page 70 of Cuyahoga County Records and is further bounded and described as follows:

Situated in the City of Parma, County of Cuyahoga, State of Ohio and known as being part of Parcel "B-2" in the Plat of Survey and Partition for General Motors Corporation of part of Original Parma Township, Lot Nos. 23 & 24, Tuckerman Tract as shown by the recorded plat in Volume 364 of Maps, Page 62 of Cuyahoga County Records and is further bounded and described as follows:

Beginning in the intersection of the centerline of Brookpark Road (110 feet wide) and the centerline of Chevrolet Boulevard (80 feet wide). Said corner marked by a 7/8" iron pin found North 00°-48'-31" East, a distance of 0.40 feet;

Thence South 00°-48'-31" West, along the center line of Chevrolet Boulevard, a distance of 3,337.81 feet;

Thence North 89°-11'-28" West a distance of 40.00 feet to a 5/8" iron pin set on the Westerly right of way line of Chevrolet Boulevard and the principal place of beginning;

Course 1 Thence North 89°-11'-28" West, along said Southerly line of said Parcel "B-2", a distance of 1,099.00 feet to a 5/8" iron pin set;

Course 2 Thence North 00°-48'-31" East a distance of 647.17 feet to a 5/8" iron pin set;

Course 3 Thence South 89°-11'-29" East a distance of 95.73 feet to a 5/8" iron pin set;

Course 4 Thence North 00°-48'-31" East a distance of 601.01 feet to a 5/8" iron pin set on the Northerly line of said Parcel "B-2";

Course 5 Thence South 89°-09'-09" East, along the aforesaid Northerly line of Parcel "B-2", a distance of 130.27 feet to a 5/8" iron pin set;

Course 6 Thence South 00°-48'-31" West, continuing along the aforesaid Northerly line of Parcel "B-2", a distance of 18.50 feet to a 5/8" iron pin found at an interior corner thereof;

Course 7 Thence South 89°-11'-29" East, continuing along the aforesaid Northerly line of Parcel "B-2", a distance of 573.00 feet to a 5/8" iron pin set on the Northeasterly corner thereof and the Northwesterly corner of Parcel "B-1" in the said Plat of Survey and Partition for General Motors Corporation;

Hudson Valley

48 Springside Avenue
Poughkeepsie, NY 12603
845.454.2544

NYC

108 West 39th Street
Suite 500
New York, NY 10018
646.602.4999

West Virginia

1700 MacCorkle Avenue, S.E.
Charleston, WV 25314
304.340.4821

Ohio

1156 E. State Street
Salem, OH 44460
330.332.5200

Texas

10550 Richmond Avenue
Suite 160
Houston, TX 77042
713.375.1400 ext. 456



Course 10 Thence South 00°-48'-31" West, along the Westerly right of way line for Chevrolet Boulevard, a distance of 337.60 feet to the principal place of beginning and containing 23.6544 Acres (1,030,385 Square Feet) of land. Be the same more or less, but subject to all legal highways and easements of record as surveyed by Thomas J. Neff Jr., Registered Surveyor No. 7065-Ohio of Neff & Associates, March 19, 2014.

The basis of bearings for this survey is S. 00°48'31" W. as the center line of Chevrolet Boulevard as evidenced in the Lot Split for General Motors Corporation as shown by the recorded plat in Volume 300 of Maps, Page 85 of Cuyahoga County Records.

Parcel No. 2

A non-exclusive easement for utilities, appurtenant to Parcel No. 1, created by instrument from The City of Parma, Ohio to 54 Chevy LLC recorded November 10, 2011, as Cuyahoga County Recorder's File Number 201111100152, over the following described land:

Situated in the City of Parma, County of Cuyahoga, State of Ohio and known as being part of Parcel "B-1" in the Plat of Survey and Partition for General Motors Corporation of part of Original Parma Township, Lot No 23, Tuckerman Tract as shown by the recorded plat in Volume 364 of Maps, Page 62 of Cuyahoga County Records and is further bounded and described as follows:

Beginning in the Westerly right of way line of Chevrolet Boulevard (80 feet wide) at a Northeasterly corner of said Parcel "B-1";

Course 1 Thence South 00°-48'-31" West, along said Westerly right of way line of Chevrolet Boulevard, a distance of 30.00 feet;

Course 2 Thence North 89°-11'-29" West, parallel with the Northerly line of said Parcel "B-1", a distance of 300.00 feet to the Westerly line thereof;

Course 3 Thence North 00°-48'-31" East, along said Westerly line of Parcel "B-1", a distance of 47 00 feet to the Northwesterly corner thereof;

Course 4 Thence South 89°-11'-31" East, along the aforesaid Northerly line of Parcel "B-1", a distance of 153.00 feet to a Northeasterly corner thereof;

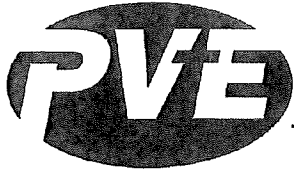
Course 5 Thence South 00°-48'-31" West, along an Easterly line of said Parcel "B- 1", a distance of 17.00 feet to an interior comet thereof;

Course 6 Thence South 89°-11'-31" East, along the aforesaid Northerly line of Parcel "B-1", a distance of 147.00 feet to the place of beginning and containing 0.2663 Acres (11,601 Square Feet) of land.

Parcel No. 3

A non-exclusive easement for driveway, appurtenant to Parcel No. 1, created by instrument from The City of Parma, Ohio to 54 Chevy LLC recorded November 10, 2011, as Cuyahoga County Recorder's File Number 201111100152, over the following described land:

Situated in the City of Parma, County of Cuyahoga, State of Ohio and known as being part of Parcel "B-1" in the Plat of Survey and Partition for. General Motors Corporation of part of Original Parma Township, Lot



No. 23, Tuckerman Tract as shown by the recorded plat in Volume 364 of Maps, Page 62 of Cuyahoga County Records and is further bounded and described as follows:

Beginning in the Westerly right of way line of Chevrolet Boulevard (80 feet wide) at a Northeasterly corner of said Parcel "B-1"

Thence South $00^{\circ}-48'-31''$ West, along said Westerly right of way line of Chevrolet Boulevard, a distance of 539.42 feet to the place of beginning;

Course 1 Thence South $00^{\circ}-48'-31''$ West, along said Westerly right of way line of Chevrolet Boulevard, a distance of 50.00 feet;

Course 2 Thence North $89^{\circ}-11'-29''$ West, parallel with the Northerly line of said Parcel "B 1", a distance of 300.00 feet to the Westerly line thereof;

Course 3 Thence North $00^{\circ}-48'-31''$ East, along said Westerly line of Parcel "B- 1", a distance of 50.00 feet;

Course 4 Thence South $89^{\circ}-11'-31''$ East, parallel with the Northerly line of parcel "B-1", a distance of 300.00 feet to the place of beginning and containing 0.3444 Acres (15,00 Square Feet) of land.

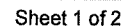
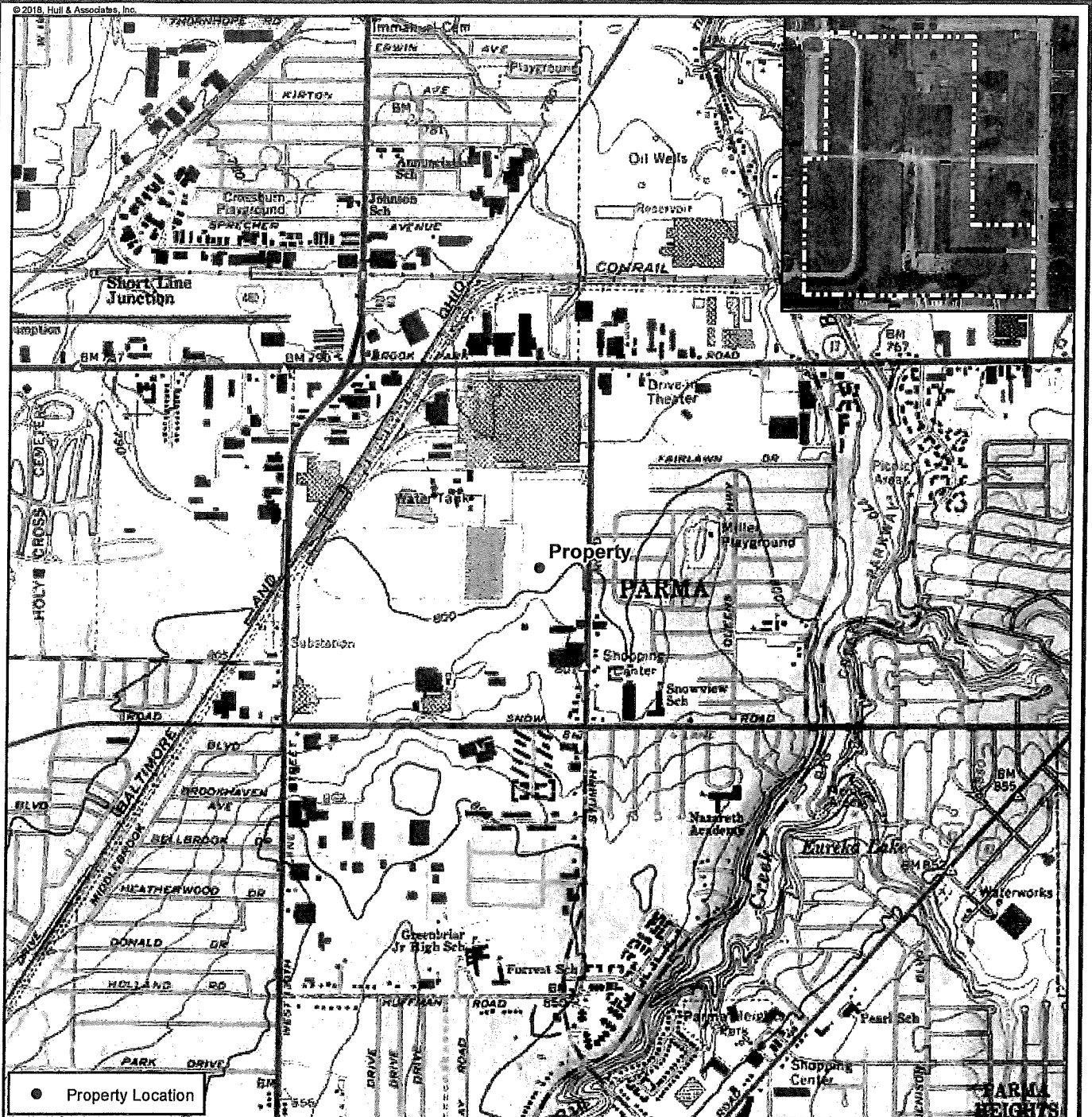


Exhibit 2
Property Location Map



● Property Location



Ohio

DISCLAIMER

Hull & Associates, Inc. (Hull) has furnished this map to the company identified in the title block (Client) for its sole and exclusive use as a preliminary planning and screening tool and field verification is necessary to confirm these data. This map is reproduced from geospatial information compiled from third-party sources which may change over time. Areas depicted by the map are approximate and may not be accurate to mapping, surveying or engineering standards. Hull makes no representation or guarantee as to the content, accuracy, timeliness or completeness of any information or spatial location depicted on this map. This map is provided without warranty of any kind, including but not limited to, the implied warranties of merchantability or fitness for a particular purpose. In no event will Hull, its owners, officers, employees or agents, be liable for damages of any kind arising out of the use of this map by Client or any other party.

0 500 1,000 2,000 Feet
1:24,000



Quad: Lakewood

Source: The topographic map was acquired through the USGS Topographic Map web service.

The aerial photo in the inset was acquired through the ESRI Image web service. Aerial photography dated 2012.

HULL

Environment / Energy / Infrastructure

4 Hemisphere Way
Bedford, Ohio 44146

Phone: (440) 232-9945
Fax: (440) 232-9946
www.hullinc.com

VAP Update to Phase I Property Assessment
Terminal Properties LLC Property

Property Location Map

5520 Chevrolet Boulevard
Parma, Cuyahoga County, Ohio

Date:

December 2018

File Name:
TPY003_09_Fig01_PLM.mxd

Edited: 12/10/2018 By: rkaip

Figure

1

Exhibit 3
Executive Summary

EXECUTIVE SUMMARY FOR FILING

Property/subject of the NFA letter: Terminal Properties, LLC Property

Alias Property Names: Parking Area for Former General Motors Powertrain, Parma Powertrain Assembly Plant

Property Address: 5520 Chevrolet Boulevard, Parma, Cuyahoga County, Ohio

Volunteer(s): Terminal Properties, LLC, 15 27th Street, Pittsburgh, PA 15222

Property Owner(s): Terminal Properties, LLC, 15 27th Street, Pittsburgh, PA 15222

NFA Letter and Executive Summary Issued by: Steven M. Gross, VAP Certified Professional, CP 192, Hull & Associates, Inc. 6397 Emerald Parkway, Suite 200, Dublin, Ohio (614) 793-8777

The following is an executive summary of a No Further Action (NFA) letter for the above-mentioned property. This executive summary serves as the recording document to meet the requirements of Ohio Revised Code (ORC) 3746.14(A)(1) and Ohio Administrative Code (OAC) 3745-300-13(J) under Ohio's Voluntary Action Program (VAP). Copies of the NFA letter and request for Covenant Not to Sue (CNS) may be obtained by contacting the Ohio EPA – Division of Environmental Response and Revitalization, Central Office Records Management Officer at (614) 644-2924. A legal description of the approximately 23.65 -acre property is included in the NFA letter.

Historical Uses of the Property

A 1938 aerial photograph obtained during the May 2014 Phase I Property Assessment was the earliest available document and showed the Property was being used for agricultural purposes. The Property appears to have remained agricultural into the late 1950s. Although agricultural use apparently ceased, the Property appears to have remained undeveloped until the early 1970s when the former General Motors Power Train (GMPT) assembly plant was constructed on the adjoining property to the west. A Phase I Property Assessment completed by Haley & Aldrich (H&A) in 2011 indicated the plant was constructed between 1970 and 1971 and operated until approximately January 2011. The VAP Property was developed as green space and parking for the GMPT and does not appear to have ever been occupied by any structures.

Areas of Known or Suspected Contamination

Number of areas on this Property that have known or suspected contamination: *Five (5) Identified Areas (IAs) were established for the VAP Property during the Phase I and Phase II Property Assessments. An additional area was encountered and addressed (removed) during the construction phase and development of the Property. This area is described in the December 2018 Phase I Update but was not called out as an IA. However, after discussions with Ohio EPA it was decided to include this area as an IA (IA-6) in the NFA Letter. A description of IA-6 is included below.*

- IA-1: This IA consisted of several piles of debris consisting of concrete, hot mix asphalt and poured concrete, demolition debris (metal, textiles, brick, etc.) in a soil matrix located on the southwestern corner of the paved parking lot at the Property. A pile of black oil-covered wooden blocks was located adjacent to the debris pile. Discussions between Hull and Haley & Aldrich (H&A) representatives determined that the soil and debris piles were not on the Property at the time H&A conducted their Phase II assessment activities in August 2013. The Property owner at the time, Mr. Joseph Greenberg, indicated that the source of the demolition debris pile was unknown and was placed on the Property without his knowledge or permission. Based on the unknown source of the demolition debris and the unknown integrity of the asphalt cover in the area of the demolition debris. Hull determined there was a potential for impacted demolition debris leaching to soils under the asphalt cover. The materials in the pile and the underlying soils were analyzed for metals, total petroleum hydrocarbons (TPH), volatile organic compounds (VOCs) and/or polynuclear aromatic hydrocarbons (PAHs). There were no chemicals of concern (COCs) above applicable standards in the soils underlying the piles.
- IA-2: Historic groundwater samples collected from a monitoring well on the eastern portion of the Property contained arsenic or antimony at concentrations exceeding unrestricted potable use standards (UPUS). Therefore, groundwater on the Property was designated as an IA. Groundwater samples collected on the Property were analyzed for metals, VOCs, PAHs and/or polychlorinated biphenyls (PCBs). There were no COCs reported above UPUS in the most recent groundwater samples collected by Hull.
- IA-3: Off-property groundwater and soil samples collected at the former GMPT contained one or more VOCs at concentrations exceeding applicable standards. IA-3 was established to determine whether the VOCs were migrating on-Property via groundwater flow or vapor intrusion. Groundwater and soil gas samples were analyzed for VOCs. There were no VOCs reported in the groundwater samples at concentrations above UPUS or at concentrations in soil gas presenting unacceptable risk for commercial/industrial workers due to vapor intrusion to indoor air.
- IA-4: A small concrete covered lot was located near the southwestern corner of the Property, adjacent to the southeast corner of the GMPT facility building. This area was initially established as an IA by H&A due to the potential for outdoor storage of petroleum or hazardous substances. A soil stock pile consisting of sandy soil with trace amounts of wood debris, scrap metal and clay tile pieces was observed by Hull on the northern portion of the concrete pad. Mr. Greenberg (owner of the Property at the time of the Phase I) indicated that this material was intended to be used as backfill for pits in the former GMPT facility but it was never used. H&A collected soil samples in this area during their Phase II investigation and determined there were no COCs (metals, VOCs, TPH, PCBs or PAHs) detected at concentrations exceeding applicable direct contact standards. Hull collected samples from the debris piles for analysis of metals, VOCs, TPH and PAHs. There were also no COCs reported at concentrations exceeding applicable direct contact standards.
- IA-5: During reconnaissance of the Property in July 2015, an area of what appeared to be discolored soil and metallic slag/debris was observed along the slope near the extreme southwest corner of the Property. The soil/metallic debris were partially covered in grass and not observed during the previous Phase I Property Assessments. The approximately 4-foot by 8-foot area was located along the southern access drive. Based on the ALTA survey for the Property, it is possible that the discolored soil is actually located immediately

off-Property. For the purposes of the Phase II Property Assessment, it was considered a potential IA and soil samples were analyzed for metals and PAHs.

- IA-6: During redevelopment and construction on the Property in May through July 2018, discolored soils were encountered in the west central portion of the Property. Initial soil samples indicated there were no COCs present in the soil at concentrations exceeding generic direct contact standards. Additional samples collected during removal of the soils indicated that xylenes were present above generic direct contact standards in a single sample. In order to keep the proposed construction on schedule without delay, the Volunteer requested that all of the soils in this area be excavated and disposed off-Property as petroleum contaminated soils. Upon reaching the target excavation depth based on geotechnical requirements confirmatory soil samples were collected prior to placement of recompacted soils. The confirmation soil samples determined that there were no COCs remaining post excavation at concentrations exceeding applicable Property-specific standards or screening values.

Are there any impacts to the property from another source?

- ☒ No, all contamination on or emanating from this property originated from this property
☐ Yes, contamination from an off-property source has impacted this property

Are there any known impacts from this property to surrounding properties or waterways?

- ☒ No, contamination has not migrated off-property
☐ Yes – Provide a brief explanation

Remedies Implemented to Ensure Property is Safe for Reuse

- ☐ Asbestos abatement – Asbestos abatement was not required as there were no structures located on the Property.
- ☒ Property use restrictions – The entire Property will be restricted to use as commercial and/or industrial property.
- ☐ Remedies subject to ongoing operation and maintenance (O&M), for example, under an O&M Plan
There are no remedies subject to ongoing operation and maintenance.
- ☐ Risk mitigation measures for construction or excavation activities – There are no areas on the Property subject to risk mitigation to demonstrate compliance with applicable standards.
- ☒ Other remedial activities – Explain: Discolored soils were encountered during redevelopment and construction activities at the Property in May through July 2018. The discolored soils were properly characterized, excavated and disposed as petroleum contaminated soils at the Petro Cell facility in Lodi, Ohio.

Contamination Remaining on the Property

The following contamination remains on the property but has been determined to meet applicable standards for the safe reuse of the property for its intended land use:

Ohio EPA-VAP form for NFA Letter and CNS request – Effective April 1, 2018

- ☒ Soil – There are no residual concentrations of any COCs in soils on the Property that exceed applicable standards for a commercial/industrial worker and/or construction/excavation worker within the respective points of compliance.
- ☒ Soil gas – There are no residual concentrations of COCs in soil gas on the Property that contribute to unacceptable exposure for a commercial/industrial worker due to vapor intrusion to indoor air.
- ☒ Ground water – Groundwater on the Property has been demonstrated to meet UPUS.
- ☐ Other (if applicable) – There are no additional media on the Property that required evaluation as part of the voluntary action at the Property.

The Property Assessment and Cleanup Supports the Following Allowable Land Uses

- ☒ Commercial use that **does not** allow use with a high degree of exposure to children, such as a daycare or school
- ☒ Industrial use

Exhibit 4
Environmental Covenant

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Terminal Properties, LLC 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 described herein ("the Property") to the activity and use limitations set forth herein.

This Environmental Covenant requires current and future Property owners to meet certain requirements, including, but not limited to:

- Comply with the activity and use limitations given by paragraph 5 that restrict the Property to commercial and/or industrial land use.
- Noncompliance with any activity and use limitation will result in the covenant not to sue issued for the Property by the Director of Ohio EPA to be void on and after the date of the noncompliant use, as described in paragraphs 5 and 7.
- Provide an annual compliance report to Ohio EPA by May 1 of each year, as required by paragraph 9, describing that the Property continues to be used in compliance with the activity and use limitations.
- Give notice to new property owners (also known as "transferees") upon conveyance, as required by paragraph 10, of the activity and use limitations and the recorded location of this Environmental Covenant.
- Notify Ohio EPA within 10 days of each conveyance, as required by paragraph 10, of the property that was conveyed and new owner's contact information.

WHEREAS, Terminal Properties, LLC has undertaken a voluntary action with respect to the Property under Ohio's Voluntary Action Program ("VAP"), pursuant to ORC Chapter 3746 and Ohio Administrative Code ("OAC") Chapter 3745-300.

WHEREAS, the Property is owned by Terminal Properties, LLC.

WHEREAS, the voluntary action remedy for the Property includes the activity and use limitations set forth in this Environmental Covenant. Certified Professional Steven M. Gross, CP # 192 issued a no further action letter ("NFA Letter") for the Property on February 11, 2019 and submitted the NFA Letter to Ohio EPA ("No. 19NFA726") with a request for a covenant not to sue.

WHEREAS, the activity and use limitations support the issuance of the NFA Letter and a covenant not to sue for the Property; the limitations protect against exposure to the hazardous substances and petroleum in soil and ground water on or underlying the Property.

WHEREAS, the NFA Letter's executive summary contains an overview of the voluntary action. The executive summary may be reviewed as an exhibit to the covenant not to sue issued for the Property, recorded in the deed records for the Property in the Cuyahoga County Recorder's Office. The covenant not to sue, the NFA Letter (19NFA726), as applicable, may be reviewed by contacting the Records Management Officer for the Division of Environmental Response and Revitalization, at Ohio EPA's Central Office, 50 West Town Street, Columbus, OH 43216, 614-644-2924, or at Ohio EPA's Northeast District Office at 2110 East Aurora Road, Twinsburg, Ohio, (330) 963-1200 or by contacting Terminal Properties, LLC, 15 27th Street, Pittsburgh, PA 15222, (412) 232-3015.

Now therefore, Terminal Properties, LLC 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 a 23.6544-acre tract of real property located at 5520 Chevrolet Boulevard, Parma, Ohio 44130 in Cuyahoga County, Ohio, and more particularly described in Attachment #1 attached hereto and incorporated by reference herein ("Property").
3. Owner. This Property is owned by Terminal Properties, LLC ("Owner"), with a place of business located at 15 27th Street, Pittsburgh, PA 15222.
4. Holder. Pursuant to ORC § 5301.81, the holder of this Environmental Covenant ("Holder") is the Owner listed above.
5. Activity and Use Limitations. As part of the voluntary action remedy described in the NFA Letter, Owner hereby imposes and agrees to comply with the following activity and use limitations:
 - A. Commercial and Industrial Land Use Limitation.
The Property shall be used for one or more purposes consistent with the Commercial Land Use Category and/or Industrial Land Use Category and for no other purpose or use. For the purpose of this Environmental Covenant, the terms "Commercial Land Use Category" and "Industrial Land Use Category" shall be defined as, described in OAC Sections 3745-300-08(C)(2)(b) and (c) (effective May 26, 2016).

OAC 3745-300-08(C)(2)(b) defines *commercial land use* as "land use with potential exposure of adult workers during a business day

and potential exposure of adults and children who are customers, patrons, or visitors to commercial facilities during the business day. Commercial land use has potential exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil, ingestion of soil and inhalation of volatile compounds due to vapor intrusion to indoor air. Generic direct contact standards for commercial land use may not be appropriate for properties where a high frequency of potential exposure to children may occur, such as at schools and day care facilities.”

OAC 3745-300-08(C)(2)(c) defines *industrial land use* as “land use with potential exposure of adult workers during a business day and potential exposures of adults and children who are visitors to industrial facilities during the business day. Industrial land use has potential exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil and ingestion of soil and inhalation of volatile compounds due to vapor intrusion to indoor air.”

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 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 and 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 against any non-compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law. Pursuant to ORC § 3746.05, if the Property or any portion thereof is put to a use that does not comply with any activity and use limitation, the covenant not to sue issued for the Property by the Director of Ohio EPA under ORC § 3746.12 is void on and after the date determined to be when the noncompliant use commenced, as provided in paragraph 5.

8. Rights of Access. Owner hereby grants to Ohio EPA’s authorized representatives 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. Owner or Transferee, if applicable, shall annually submit to Ohio EPA written documentation verifying that the activity and use limitations set forth herein remain in place and are being complied with. Documentation shall be due to Ohio EPA on May 1st of each year beginning the year after the effective date of this Environmental Covenant, unless otherwise directed by Ohio EPA.

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 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, RECORDED IN THE DEED OR OFFICIAL RECORDS OF CUYAHOGA COUNTY RECORDER'S OFFICE ON _____, 201__, IN [DOCUMENT ____, or BOOK ____, PAGE ____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS: (a) Commercial and Industrial Land Use Limitation. The Property shall be used for one or more purposes consistent with the Commercial Land Use Category and/or Industrial Land Use Category and for no other purpose or use. For the purpose of this Environmental Covenant, the terms "Commercial Land Use Category" and "Industrial Land Use Category" shall be as defined as described in OAC Sections 3745—300-08(C)(2)(b) and (c) effective May 26, 2016.

Owner or Transferee, if applicable, shall notify Ohio EPA within ten (10) days after each conveyance of an interest in the Property or any portion thereof. 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 map that shows the boundaries of the property being transferred.

11. 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 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 forth 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 Owner is a party or by which Owner may be bound or affected;
- 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; 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 limitations set forth herein, or the elimination of one or more activity and use limitations so long as 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 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 file such instrument for recording with the Cuyahoga County Recorder's Office, and shall provide a file and date-stamped copy of the recorded instrument to Ohio EPA.

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, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Cuyahoga 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 Cuyahoga County Recorder's Office.

17. Distribution of Environmental Covenant. Pursuant to ORC § 5301.83, Owner shall distribute a file and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA and the Cuyahoga County Recorder's Office.

18. Notice. Unless otherwise notified in writing by any party hereto 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
50 West Town Street
Columbus, Ohio 43216
Attn.: DERR Records Management Officer, regarding 19NFA726

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

And

Ohio EPA - Northeast District Office
2110 East Aurora Road
Twinsburg, Ohio 44087
Attn.: DERR Site Coordinator for 19NFA726

As to Owner:

Terminal Properties, LLC
15 27th Street
Pittsburgh, PA 15222
Attn: Robert E. Taylor, VP/Corporate Treasurer, PITT OHIO

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

IT IS SO AGREED:

Terminal Properties, LLC



Signature of Owner

R E TAYLOR TREASURER

Printed Name and Title

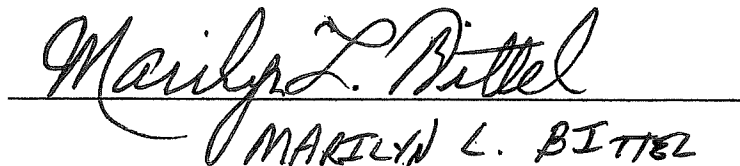
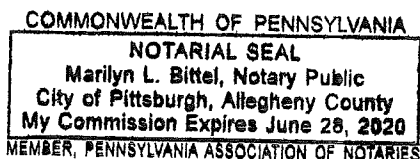
State of PA)
County of ALLEGHENY)

SS:

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

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 11TH day of SEPTEMBER, 2019.

Notary Public


MARILYN L. BITTEL

OHIO ENVIRONMENTAL PROTECTION AGENCY

Laurie A. Stevenson

Laurie A. Stevenson, Director

State of Ohio)

County of Franklin)

ss:

Before me, a notary public, in and for Franklin County, Ohio, personally appeared Laurie A. Stevenson, the Director of Ohio EPA, who acknowledged to me that 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 7th day of NOVEMBER, 2019.



This instrument was prepared by:

Joseph K. Reinhart, Esquire
Babst Calland
Two Gateway Center
603 Stanwix Street
Pittsburgh, PA 15222

Clint R. White
Ohio EPA-Legal Office
50 West Town Street
Columbus, OH 43215

Charma Diane Casteel
Notary Public

CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES

May 10, 2024

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Terminal Properties, LLC 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 described herein ("the Property") to the activity and use limitations set forth herein.

This Environmental Covenant requires current and future Property owners to meet certain requirements, including, but not limited to:

- Comply with the activity and use limitations given by paragraph 5 that restrict the Property to commercial and/or industrial land use.
- Noncompliance with any activity and use limitation will result in the covenant not to sue issued for the Property by the Director of Ohio EPA to be void on and after the date of the noncompliant use, as described in paragraphs 5 and 7.
- Provide an annual compliance report to Ohio EPA by May 1 of each year, as required by paragraph 9, describing that the Property continues to be used in compliance with the activity and use limitations.
- Give notice to new property owners (also known as "transferees") upon conveyance, as required by paragraph 10, of the activity and use limitations and the recorded location of this Environmental Covenant.
- Notify Ohio EPA within 10 days of each conveyance, as required by paragraph 10, of the property that was conveyed and new owner's contact information.

WHEREAS, Terminal Properties, LLC has undertaken a voluntary action with respect to the Property under Ohio's Voluntary Action Program ("VAP"), pursuant to ORC Chapter 3746 and Ohio Administrative Code ("OAC") Chapter 3745-300.

WHEREAS, the Property is owned by Terminal Properties, LLC.

WHEREAS, the voluntary action remedy for the Property includes the activity and use limitations set forth in this Environmental Covenant. Certified Professional Steven M. Gross, CP # 192 issued a no further action letter ("NFA Letter") for the Property on February 11, 2019 and submitted the NFA Letter to Ohio EPA ("No. 19NFA726") with a request for a covenant not to sue.

WHEREAS, the activity and use limitations support the issuance of the NFA Letter and a covenant not to sue for the Property; the limitations protect against exposure to the hazardous substances and petroleum in soil and ground water on or underlying the Property.

WHEREAS, the NFA Letter's executive summary contains an overview of the voluntary action. The executive summary may be reviewed as an exhibit to the covenant not to sue issued for the Property, recorded in the deed records for the Property in the Cuyahoga County Recorder's Office. The covenant not to sue, the NFA Letter (19NFA726), as applicable, may be reviewed by contacting the Records Management Officer for the Division of Environmental Response and Revitalization, at Ohio EPA's Central Office, 50 West Town Street, Columbus, OH 43216, 614-644-2924, or at Ohio EPA's Northeast District Office at 2110 East Aurora Road, Twinsburg, Ohio, (330) 963-1200 or by contacting Terminal Properties, LLC, 15 27th Street, Pittsburgh, PA 15222, (412) 232-3015.

Now therefore, Terminal Properties, LLC 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 a 23.6544-acre tract of real property located at 5520 Chevrolet Boulevard, Parma, Ohio 44130 in Cuyahoga County, Ohio, and more particularly described in Attachment #1 attached hereto and incorporated by reference herein ("Property").

3. Owner. This Property is owned by Terminal Properties, LLC ("Owner"), with a place of business located at 15 27th Street, Pittsburgh, PA 15222.

4. Holder. Pursuant to ORC § 5301.81, the holder of this Environmental Covenant ("Holder") is the Owner listed above.

5. Activity and Use Limitations. As part of the voluntary action remedy described in the NFA Letter, Owner hereby imposes and agrees to comply with the following activity and use limitations:

A. Commercial and Industrial Land Use Limitation.

The Property shall be used for one or more purposes consistent with the Commercial Land Use Category and/or Industrial Land Use Category and for no other purpose or use. For the purpose of this Environmental Covenant, the terms "Commercial Land Use Category" and "Industrial Land Use Category" shall be defined as, described in OAC Sections 3745-300-08(C)(2)(b) and (c) (effective May 26, 2016).

OAC 3745-300-08(C)(2)(b) defines *commercial land use* as "land use with potential exposure of adult workers during a business day

and potential exposure of adults and children who are customers, patrons, or visitors to commercial facilities during the business day. Commercial land use has potential exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil, ingestion of soil and inhalation of volatile compounds due to vapor intrusion to indoor air. Generic direct contact standards for commercial land use may not be appropriate for properties where a high frequency of potential exposure to children may occur, such as at schools and day care facilities.”

OAC 3745-300-08(C)(2)(c) defines *industrial land use* as “land use with potential exposure of adult workers during a business day and potential exposures of adults and children who are visitors to industrial facilities during the business day. Industrial land use has potential exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil and ingestion of soil and inhalation of volatile compounds due to vapor intrusion to indoor air.”

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 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 and 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 against any non-compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law. Pursuant to ORC § 3746.05, if the Property or any portion thereof is put to a use that does not comply with any activity and use limitation, the covenant not to sue issued for the Property by the Director of Ohio EPA under ORC § 3746.12 is void on and after the date determined to be when the noncompliant use commenced, as provided in paragraph 5.

8. Rights of Access. Owner hereby grants to Ohio EPA’s authorized representatives 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. Owner or Transferee, if applicable, shall annually submit to Ohio EPA written documentation verifying that the activity and use limitations set forth herein remain in place and are being complied with. Documentation shall be due to Ohio EPA on May 1st of each year beginning the year after the effective date of this Environmental Covenant, unless otherwise directed by Ohio EPA.

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 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, RECORDED IN THE DEED OR OFFICIAL RECORDS OF CUYAHOGA COUNTY RECORDER'S OFFICE ON _____, 201__, IN [DOCUMENT ____, or BOOK ____, PAGE ____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS: (a) Commercial and Industrial Land Use Limitation. The Property shall be used for one or more purposes consistent with the Commercial Land Use Category and/or Industrial Land Use Category and for no other purpose or use. For the purpose of this Environmental Covenant, the terms "Commercial Land Use Category" and "Industrial Land Use Category" shall be as defined as described in OAC Sections 3745—300-08(C)(2)(b) and (c) effective May 26, 2016.

Owner or Transferee, if applicable, shall notify Ohio EPA within ten (10) days after each conveyance of an interest in the Property or any portion thereof. 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 map that shows the boundaries of the property being transferred.

11. 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 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 forth 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 Owner is a party or by which Owner may be bound or affected;
- 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; 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 limitations set forth herein, or the elimination of one or more activity and use limitations so long as 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 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 file such instrument for recording with the Cuyahoga County Recorder's Office, and shall provide a file and date-stamped copy of the recorded instrument to Ohio EPA.

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, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Cuyahoga 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 Cuyahoga County Recorder's Office.

17. Distribution of Environmental Covenant. Pursuant to ORC § 5301.83, Owner shall distribute a file and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA and the Cuyahoga County Recorder's Office.

18. Notice. Unless otherwise notified in writing by any party hereto 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
50 West Town Street
Columbus, Ohio 43216
Attn.: DERR Records Management Officer, regarding 19NFA726

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

And

Ohio EPA - Northeast District Office
2110 East Aurora Road
Twinsburg, Ohio 44087
Attn.: DERR Site Coordinator for 19NFA726

As to Owner:

Terminal Properties, LLC
15 27th Street
Pittsburgh, PA 15222
Attn: Robert E. Taylor, VP/Corporate Treasurer, PITT OHIO

OHIO ENVIRONMENTAL PROTECTION AGENCY

Laurie A. Stevenson

Laurie A. Stevenson, Director

State of Ohio)
) ss:
County of Franklin)

Before me, a notary public, in and for Franklin County, Ohio, personally appeared Laurie A. Stevenson, the Director of Ohio EPA, who acknowledged to me that 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 7th day of NOVEMBER, 2019.



This instrument was prepared by:

Joseph K. Reinhart, Esquire
Babst Calland
Two Gateway Center
603 Stanwix Street
Pittsburgh, PA 15222

Clint R. White
Ohio EPA-Legal Office
50 West Town Street
Columbus, OH 43215

Charma Diane Casteel
Notary Public

CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES

May 10, 2024

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

IT IS SO AGREED:

Terminal Properties, LLC

RE Taylor

Signature of Owner

RE TAYLOR TREASURER

Printed Name and Title

State of Pennsylvania)
County of Allegheny)

ss:

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

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 17th day of September, 2019.

Notary Public

[Signature]

Commonwealth of Pennsylvania - Notary Seal
Donald Whitfield, Notary Public
Allegheny County
My commission expires September 12, 2022
Commission number 1178240
Member, Pennsylvania Association of Notaries

ENVIRONMENTAL COVENANT

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This Environmental Covenant requires current and future Property owners to meet certain requirements, including, but not limited to:

- Comply with the activity and use limitations given by paragraph 5 that restrict the Property to commercial and/or industrial land use.
- Noncompliance with any activity and use limitation will result in the covenant not to sue issued for the Property by the Director of Ohio EPA to be void on and after the date of the noncompliant use, as described in paragraphs 5 and 7.
- Provide an annual compliance report to Ohio EPA by May 1 of each year, as required by paragraph 9, describing that the Property continues to be used in compliance with the activity and use limitations.
- Give notice to new property owners (also known as "transferees") upon conveyance, as required by paragraph 10, of the activity and use limitations and the recorded location of this Environmental Covenant.
- Notify Ohio EPA within 10 days of each conveyance, as required by paragraph 10, of the property that was conveyed and new owner's contact information.

WHEREAS, Terminal Properties, LLC has undertaken a voluntary action with respect to the Property under Ohio's Voluntary Action Program ("VAP"), pursuant to ORC Chapter 3746 and Ohio Administrative Code ("OAC") Chapter 3745-300.

WHEREAS, the Property is owned by Terminal Properties, LLC.

WHEREAS, the voluntary action remedy for the Property includes the activity and use limitations set forth in this Environmental Covenant. Certified Professional Steven M. Gross, CP # 192 issued a no further action letter ("NFA Letter") for the Property on February 11, 2019 and submitted the NFA Letter to Ohio EPA ("No. 19NFA726") with a request for a covenant not to sue.

WHEREAS, the activity and use limitations support the issuance of the NFA Letter and a covenant not to sue for the Property; the limitations protect against exposure to the hazardous substances and petroleum in soil and ground water on or underlying the Property.

WHEREAS, the NFA Letter's executive summary contains an overview of the voluntary action. The executive summary may be reviewed as an exhibit to the covenant not to sue issued for the Property, recorded in the deed records for the Property in the Cuyahoga County Recorder's Office. The covenant not to sue, the NFA Letter (19NFA726), as applicable, may be reviewed by contacting the Records Management Officer for the Division of Environmental Response and Revitalization, at Ohio EPA's Central Office, 50 West Town Street, Columbus, OH 43216, 614-644-2924, or at Ohio EPA's Northeast District Office at 2110 East Aurora Road, Twinsburg, Ohio, (330) 963-1200 or by contacting Terminal Properties, LLC, 15 27th Street, Pittsburgh, PA 15222, (412) 232-3015.

Now therefore, Terminal Properties, LLC 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 a 23.6544-acre tract of real property located at 5520 Chevrolet Boulevard, Parma, Ohio 44130 in Cuyahoga County, Ohio, and more particularly described in Attachment #1 attached hereto and incorporated by reference herein ("Property").

3. Owner. This Property is owned by Terminal Properties, LLC ("Owner"), with a place of business located at 15 27th Street, Pittsburgh, PA 15222.

4. Holder. Pursuant to ORC § 5301.81, the holder of this Environmental Covenant ("Holder") is the Owner listed above.

5. Activity and Use Limitations. As part of the voluntary action remedy described in the NFA Letter, Owner hereby imposes and agrees to comply with the following activity and use limitations:

A. Commercial and Industrial Land Use Limitation.

The Property shall be used for one or more purposes consistent with the Commercial Land Use Category and/or Industrial Land Use Category and for no other purpose or use. For the purpose of this Environmental Covenant, the terms "Commercial Land Use Category" and "Industrial Land Use Category" shall be defined as, described in OAC Sections 3745-300-08(C)(2)(b) and (c) (effective May 26, 2016).

OAC 3745-300-08(C)(2)(b) defines *commercial land use* as "land use with potential exposure of adult workers during a business day

and potential exposure of adults and children who are customers, patrons, or visitors to commercial facilities during the business day. Commercial land use has potential exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil, ingestion of soil and inhalation of volatile compounds due to vapor intrusion to indoor air. Generic direct contact standards for commercial land use may not be appropriate for properties where a high frequency of potential exposure to children may occur, such as at schools and day care facilities.”

OAC 3745-300-08(C)(2)(c) defines *industrial land use* as “land use with potential exposure of adult workers during a business day and potential exposures of adults and children who are visitors to industrial facilities during the business day. Industrial land use has potential exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil and ingestion of soil and inhalation of volatile compounds due to vapor intrusion to indoor air.”

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 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 and 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 against any non-compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law. Pursuant to ORC § 3746.05, if the Property or any portion thereof is put to a use that does not comply with any activity and use limitation, the covenant not to sue issued for the Property by the Director of Ohio EPA under ORC § 3746.12 is void on and after the date determined to be when the noncompliant use commenced, as provided in paragraph 5.

8. Rights of Access. Owner hereby grants to Ohio EPA’s authorized representatives 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. Owner or Transferee, if applicable, shall annually submit to Ohio EPA written documentation verifying that the activity and use limitations set forth herein remain in place and are being complied with. Documentation shall be due to Ohio EPA on May 1st of each year beginning the year after the effective date of this Environmental Covenant, unless otherwise directed by Ohio EPA.

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 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, RECORDED IN THE DEED OR OFFICIAL RECORDS OF CUYAHOGA COUNTY RECORDER'S OFFICE ON _____, 201__, IN [DOCUMENT ____, or BOOK ____, PAGE ____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS: (a) Commercial and Industrial Land Use Limitation. The Property shall be used for one or more purposes consistent with the Commercial Land Use Category and/or Industrial Land Use Category and for no other purpose or use. For the purpose of this Environmental Covenant, the terms "Commercial Land Use Category" and "Industrial Land Use Category" shall be as defined as described in OAC Sections 3745—300-08(C)(2)(b) and (c) effective May 26, 2016.

Owner or Transferee, if applicable, shall notify Ohio EPA within ten (10) days after each conveyance of an interest in the Property or any portion thereof. 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 map that shows the boundaries of the property being transferred.

11. 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 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 forth 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 Owner is a party or by which Owner may be bound or affected;
- 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; 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 limitations set forth herein, or the elimination of one or more activity and use limitations so long as 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 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 file such instrument for recording with the Cuyahoga County Recorder's Office, and shall provide a file and date-stamped copy of the recorded instrument to Ohio EPA.

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, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Cuyahoga 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 Cuyahoga County Recorder's Office.

17. Distribution of Environmental Covenant. Pursuant to ORC § 5301.83, Owner shall distribute a file and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA and the Cuyahoga County Recorder's Office.

18. Notice. Unless otherwise notified in writing by any party hereto 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
50 West Town Street
Columbus, Ohio 43216
Attn.: DERR Records Management Officer, regarding 19NFA726

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

And

Ohio EPA - Northeast District Office
2110 East Aurora Road
Twinsburg, Ohio 44087
Attn.: DERR Site Coordinator for 19NFA726

As to Owner:

Terminal Properties, LLC
15 27th Street
Pittsburgh, PA 15222
Attn: Robert E. Taylor, VP/Corporate Treasurer, PITT OHIO

OHIO ENVIRONMENTAL PROTECTION AGENCY

Laurie A. Stevenson

Laurie A. Stevenson, Director

State of Ohio)
) ss:
County of Franklin)

Before me, a notary public, in and for Franklin County, Ohio, personally appeared Laurie A. Stevenson, the Director of Ohio EPA, who acknowledged to me that 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 7th day of NOVEMBER, 2019.



Charma Diane Casteel
Notary Public

CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES

May 10, 2024

This instrument was prepared by:

Joseph K. Reinhart, Esquire
Babst Calland
Two Gateway Center
603 Stanwix Street
Pittsburgh, PA 15222

Clint R. White
Ohio EPA-Legal Office
50 West Town Street
Columbus, OH 43215

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

IT IS SO AGREED:

Terminal Properties, LLC



Signature of Owner

RE TAYLOR TREASURER

Printed Name and Title

State of Pennsylvania)

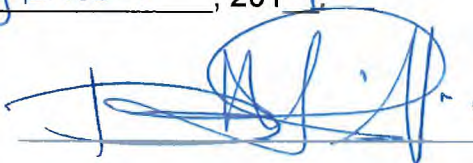
County of Allegheny)

ss:

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

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 17th day of September, 2019.

Notary Public



Commonwealth of Pennsylvania - Notary Seal
Donald Whitfield, Notary Public
Allegheny County
My commission expires September 12, 2022
Commission number 1178240
Member, Pennsylvania Association of Notaries

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 1
JEAF 11/26/2019 4:08:58 PM
201911260749

TO BE RECORDED IN **DEED RECORDS**,
PURSUANT TO ORC 317.08(A)

AFFIDAVIT FOR COVENANT NOT TO SUE
(Certified Copy)

STATE OF OHIO

)

)

ss:

COUNTY OF FRANKLIN

)

Before me, the subscriber, a Notary Public in and for the State of Ohio, personally appeared Tonya R. Lassiter, who, being duly sworn according to law, deposes and says that: (i) she is employed as a records management officer in the Legal Office of the Ohio Environmental Protection Agency ("Ohio EPA") and, as such, is authorized to sign this Affidavit on behalf of Ohio EPA; and (ii) the attached document is a true and correct copy of the Covenant Not to Sue / Director's Final Findings and Orders issued by the Director, and entered in the Ohio EPA Director's Journal on November 7, 2019. This certified copy is regarding property known as the Terminal Properties, LLC, Property, located at 5520 Chevrolet Boulevard in Parma, Cuyahoga County, Ohio and further described in the attached Covenant Not to Sue.

Tonya R. Lassiter

Tonya R. Lassiter
Records Management Officer
Ohio EPA Legal Office

Sworn to and subscribed before me, a Notary Public in and for the State of Ohio, this 7th day of November, 2019.

Laura G. Zarlino, CP

Notary Public
State of Ohio

Laura G. Zarlino
Notary Public, State of Ohio

Permanent Commission
No expiration, R.C. 147.03

My Commission Expires 3-23-24

This instrument prepared by:
Clint White, Attorney
Ohio EPA Legal Office
P.O. Box 1049
Columbus, Ohio 43216-1049