



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590
MAR 16 2015

REPLY TO THE ATTENTION OF:
LU-9J

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mark Santangelo
Vice President, Operations and Supply Chain
Arizona Chemical Company
4600 Touchton Road East
Suite 1200
Jacksonville, Florida 32246

Re: RCRA Section 3008(h) Amended Administrative Order on Consent
Arizona Chemical Company
Dover, Ohio
OHD 004 209 094
Docket Number R8H-5-00-001 **RCRA-05-2015-0009**

Dear Mr. Santangelo:

I am enclosing a fully executed copy of the 3008(h) Amended Administrative Order on Consent (Order) for corrective action for the subject facility. This amended Order replaces the Notice in Deed in Attachment V with the Uniform Environmental Covenant signed by Arizona Chemical and the U.S. Environmental Protection Agency. We look forward to working cooperatively with you and your staff on this project.

If you have any questions, please contact Tamara Ohl of my staff at (312) 886-0991 or ohl.tamara@epa.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Jose Cisneros".

Jose Cisneros, Chief
Remediation and Reuse Branch
Land and Chemicals Division

Enclosure

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 5



IN THE MATTER OF:)
)
Arizona Chemical Company)
(F/K/A/ Union Camp Corporation,)
Chemical Division),)
875 Harger Street)
Dover, Ohio 44622)
OHD 004 209 094)
)
RESPONDENT)

ADMINISTRATIVE ORDER ON CONSENT
U.S. EPA Docket No. R8H-5-00-001 **RCRA-05-2015-0009**
Proceeding under Section 3008(h) of the Resource
Conservation and Recovery Act, as amended, 42
U.S.C. §6928(h).

SECOND MODIFICATION TO ADMINISTRATIVE ORDER ON CONSENT

1. The ADMINISTRATIVE ORDER ON CONSENT ("Order") in this matter was issued pursuant to the authority vested in the Administrator of the United States Environmental Protection Agency ("U.S. EPA") by Section 3008(h) of the Solid Waste Disposal Act, commonly referred to as the Resource Conservation and Recovery Act of 1976 ("RCRA"), as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §6928(h). The authority vested in the Administrator to issue the Order has been delegated to the Chief of the Enforcement and Compliance Assurance Branch of the Waste, Pesticides and Toxics Division. The Order was issued to Arizona Chemical Company (F/K/A/ Union Camp Corporation Chemicals Division)("Arizona Chemical" or "Respondent"), the owner and operator of a facility at 875 Harger Street, Dover, Ohio ("Facility"). U.S. EPA and Arizona Chemical (the "Parties") entered into the Order on November 5, 1999. The Order was first modified on November 1, 2004, to provide for a one-time payment by Respondent to reimburse U.S. EPA for costs it incurred after the effective date of the Order and to terminate Respondent's additional future oversight payment obligations under the Order.

2. In entering into the Order, the mutual objectives of U.S. EPA and Arizona Chemical were to (1) implement the corrective measure or measures selected by U.S. EPA on March 1, 1999, at the Facility; and (2) perform all other activities necessary to correct or evaluate actual or potential threats to human health and/or the environment resulting from the release or potential release of Hazardous Waste at or from the Facility.

3. Arizona Chemical has largely completed construction activities related to the corrective measures. The activities remaining to be performed largely consist of operating and maintaining the corrective measures and ensuring that the integrity of the corrective measures are maintained.

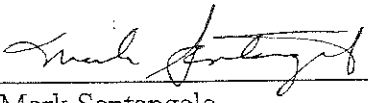
4. Under Section XXIII of the Order, and titled "Modification", the "attachments required by [the] Order are . . . incorporated into this Order." Also under Section XXIII of the Order, the "Order may only be modified by mutual agreement of U.S. EPA and Arizona Chemical. Any agreed modification shall be in writing, signed by both parties, shall have as its effective date, the date on which it is signed by U.S. EPA, and shall be incorporated into this Order." Consistent with Section XXIII of the Order, U.S. EPA and Arizona Chemical mutually agree to modify the Order as more fully described in paragraph 5, below.

5. The Parties mutually agree to substitute the attached Uniform Environmental Covenant as Attachment V to the Order. The attached Uniform Environmental Covenant replaces the Deed Notification/Restriction that was attached to the Order as Attachment V.

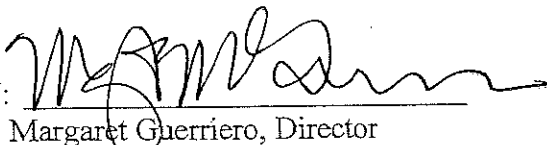
6. U.S. EPA retains its rights to enforce the Order and RCRA.

7. This agreed Modification to the Order shall be effective on the date on which it is signed by U.S. EPA, and is thereby incorporated into the Order.

IT IS SO AGREED:

BY:  02/12/2015
Mark Santangelo DATE
Vice President, Operations and Supply Chain
Arizona Chemical Company

IT BEING SO AGREED, IT IS HEREBY ORDERED THIS 9TH DAY OF March, 2015

BY: 
Margaret Guerriero, Director
Waste, Pesticides and Toxics Division
U.S. EPA, Region 5

U.S. EPA I.D. # OHD 004 209 094

RCRA-05-2015-0009

ATTACHEMENT V
UNIFORM ENVIRONMENTAL COVENANT

FOR

ARIZONA CHEMICAL COMPANY

DOVER, OHIO

OHD 004 209 094

To be recorded with Deed
Records - ORC § 317.08

UNIFORM ENVIRONMENTAL COVENANT
ARIZONA CHEMICAL COMPANY, LLC

This Environmental Covenant is made as of the 28th day of October, 2014, by and between Arizona Chemical Company, LLC, Owner of the property located at 875 Harger Street, Dover, Ohio ("Property") (as further identified below) and the Holder, Arizona Chemical Company, LLC, pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92, for the purpose of subjecting the Property and the Restricted Areas (described below) to the activity and use limitations and to the rights of access described below.

Whereas, the Property is subject to Sections 3008(h) and 7003 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6928(h) and 6973; and

Whereas, Arizona Chemical Company, LLC is the owner and operator of the Property below and owns and operates a chemical manufacturing facility on the Property; and

Whereas, on November 15, 1999, Arizona Chemical Company, LLC entered into an Administrative Order on Consent ("AOC") with the United States Environmental Protection Agency ("U.S. EPA") to investigate and remediate the source of contamination located at the Property; and

Whereas, pursuant to that AOC, Arizona Chemical Company, LLC completed a RCRA Facility Investigation ("RFI") and Corrective Measures Study ("CMS") to characterize the nature, extent, and migration of potential constituents of concern for 38 solid waste management units ("SWMUs"), four areas of concern, and two spill locations (see maps included in Exhibit C.3 for the location of all of the SWMUs, areas of concern, and spills); and

Whereas, Arizona Chemical Company, LLC conducted a Human Health Risk Assessment ("HHRA") and an Ecological Risk Assessment ("ERA") to help determine the risks posed by Contaminants of Potential Concern ("COPC"). The HHRA and ERA were conducted based on assumptions that the future land use will be consistent with the present land use - i.e., industrial activities. It also assumed that groundwater use will be restricted to non-drinking water use pursuant to Ohio Administrative Code 3745-300-10; and

Whereas, Arizona Chemical Company, LLC, as part of the RFI/CMS, identified polyaromatic hydrocarbons, polychlorinated biphenyls, and metals as COPCs for surface and/or subsurface soils. Arizona Chemical Company, LLC also identified arsenic, lead and mercury as COPC for human ingestion of groundwater; and

Whereas, Arizona Chemical Company, LLC, as part of the RFI/CMS examined the risks posed to employees working at the Property and within the Restricted Areas and concluded there was significant risks due to the contamination on the property and corrective measures were needed to protect human health. An ERA was also performed and indicated that there might be significant risks to ecological receptors from the COPCs in the surface soil, subsurface soil and sediment; and

Whereas, U.S. EPA maintained an Administrative Record related to its selection of the Corrective Measures for the Property ("FDDRC Administrative Record") at the Dover Public Library, 525 N. Walnut Street, Dover, Ohio; the Tuscarawas County Public Library, 121 Fair Avenue NW, New Philadelphia, Ohio; and U.S. EPA, Region 5, RCRA Records Center, 7th Floor, 77 West Jackson, Chicago, Illinois, 60604-3590; and

Whereas, on September 28, 1998, U.S. EPA notified the public regarding the Statement of Basis for the Selection of Corrective Measures for the Property. On March 1, 1999, based on the Administrative Record, U. S. EPA issued the Final Decision Document and Response to Comments for selection of the Corrective Measures (FDDRC) at the Property. U.S. EPA identified implementation of institutional controls and restrictions on the use of the Property as part of the selected Corrective Measures for the Property; and

Whereas, Arizona Chemical Company, LLC implemented corrective measures at the Property consistent with the FDDRC. Such corrective measures included, but were not limited to: excavation of contaminated soils; cover for sediments; asphalt, vegetation, or engineered covers where contamination is left in place; and warning signs to denote those areas as well as a health and safety plan in the event that the area should be excavated; and

Whereas, the FDDRC required long-term maintenance to maintain covers established over the areas where contamination was left in place and/or excavated. The selection of the corrective measures relied upon the present land use remaining industrial; a prohibition on the excavation of the soils in and around those SWMUs listed in the FDDRC that required a permanent cover; and preventing the ground water from being used as a drinking water source and other potable uses; and

Whereas, on May 17, 2005 the U. S. EPA submitted a letter to Arizona Chemical Company, LLC agreeing that construction had been completed except for the institutional controls as required by the remedies set forth in the FDDRC. Since the selected corrective measures left hazardous constituents in place, an Operations Maintenance and Monitoring Manual ("OMMM") was submitted to the U. S. EPA on September 29, 2005 and approved on October 20, 2005.

U.S. EPA determined that corrective measures at the Property would be considered complete *as long as* enforceable mechanisms were in place to ensure that the controls identified in the FDDRC are maintained and remain in place and the OMMM is implemented. These controls include implementing and maintaining institutional controls to restrict the use of the Restricted Areas, a long-term groundwater monitoring plan and routine inspection and maintenance of the engineered covers; and

Whereas, the property boundary in the 1989 RCRA Facility Assessment (RFA) contained all parcels owned by Union Camp Corporation at the time, which included all current Arizona Chemical owned parcels with the exception of the residential parcels (currently unoccupied) located east of the facility along Howe Street; and

Whereas, the FDDRC required deed/land use restrictions to ensure that the future land use of the property is consistent with current land use; and

Whereas, a notice on the deed was filed in 1996 with the intent of restricting the use of specific parcels of the property, including: prohibition of residential development or use and prohibition of human consumptive use of groundwater for all parcels; and, prohibition of agricultural use of any portion of the property that has been used for the disposal of solid or hazardous wastes; and

Whereas, the Owner and Holder agree: 1) to grant a permanent right of access over the Property to the Access Grantees (as hereafter defined) for purposes of implementing, facilitating or monitoring the corrective measures, and 2) to impose on the Property activity and use limitations as covenants that will run with the land for the purpose of protecting human health and the environment. It is the intent of the U.S. EPA and Arizona Chemical LLC to implement enforceable mechanisms that ensure that the controls identified in the FDDRC are maintained.

Now therefore, Owner, Holder, and U.S. EPA agree to the following:

1. Definitions. All capitalized terms shall have the definitions identified herein. A capitalized term in this Environmental Covenant which is not defined herein shall have the same meaning as set forth in Sections 5301.80 to 5301.92 of the ORC or RCRA.

A. Agencies. Means the Ohio Environmental Protection Agency ("Ohio EPA") and/or U.S. EPA and their respective officers, employees, agents, contractors and other invitees. For the purposes of this Environmental Covenant, the U.S. EPA is the agency responsible for overseeing the corrective measures and use restrictions at the Property and therefore, is the Agency as defined in ORC 5301.80(B) and as that term is used in ORC 5301.80-5301.92.

B. Access Grantees. Means the Ohio EPA and U.S. EPA and their respective officers, employees, agents, contractors and other invitees (collectively, "Access Grantees").

C. Administrative Order on Consent (AOC). Means the administrative agreement entered into between the U.S. EPA and Arizona Chemical Company, LLC, the Owner. It was signed by U.S. EPA on November 15, 1999 and by the Owner on October 26, 1999 with Docket No. R8H-5-00-001. The AOC was issued as part of U.S. EPA's authority to require environmental remediation and corrective measures under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. The AOC and FDDRS identify the Environmental Response Project selected and ordered under federal law.

D. Agricultural Activities. This term includes, but is not limited to, (1) production of animal or vegetable life for human or animal consumption; (2) pasturing and grazing of livestock; and (3) cropping, cultivation, and harvesting of plants.

E. AOC Administrative Record. Means the Administrative Record U.S. EPA maintains related to the AOC. A copy of the AOC Administrative Record is maintained at U.S. EPA Region 5 RCRA Records Center, 7th Floor, 77 W. Jackson Blvd., Chicago, Illinois, 60604-3590.

F. Final Decision Document and Response to Comments ("FDDRC"). Means the Final Decision Document and Response to Comments for selection of the Corrective Measures at the Property dated March 1, 1999.

G. FDDRC Administrative Record. Means the Administrative Record U. S. EPA maintains related to its selection of Corrective Measures for the Property. U. S. EPA maintains the FDDRC Administrative Record at U.S. EPA, Region 5, RCRA Records Center, 7th Floor, 77 West Jackson Blvd., Chicago, Illinois, 60604-3590.

H. Holder. Means Arizona Chemical Company, LLC whose address at the time of execution and recording of this Environmental Covenant is 875 Harger Street, Dover, Ohio.

I. Industrial/Commercial Activities This term includes, but is not limited to: (i) wholesale and retail sales and service activities including, but not limited to retail stores, and automotive fuel, sales and service facilities; (ii) governmental, administrative and general office activities; (iii) manufacturing, processing, packaging, handling and warehousing activities, including, but not limited to, production, storage and sales of durable goods and other products; (iv) research and development, including all ancillary and supporting activities incident thereto; (v) other office and warehousing activities, including but not limited to production, processing, storage and sales of chemicals, chemical intermediates, blend-stocks, feed-stocks and/or by-products, durable goods; (v) activities which are consistent with or similar to the above listed activities together with related parking areas and driveways, but excludes Residential and Other Prohibited Activities as defined in Paragraph M below.

J. Owner. Means, at any given time, the then-current title holder of the Property or any portion thereof. Arizona Chemical Company, LLC, located at 875 Harger Street, Dover, Ohio, is the Owner as of the date of execution and recording of this Environmental Covenant.

K. Operation, Maintenance and Monitoring Manual (OMMM). Means the Operation, Maintenance and Monitoring Manual for implementation of the institutional and engineered controls at the Property approved by U.S. EPA on October 20, 2005, and all subsequent revisions approved by U.S. EPA.

L. Property. This term is defined as the parcels of real property which together contain 160.041 acres located in the City of Dover, Dover Township, and Goshen Township, Ohio collectively owned by Arizona Chemical Company, LLC. The legal description of the Property is described in Exhibit A, which is attached hereto and incorporated by reference herein. These parcels are

outlined by heavy black line on the copy of the Tuscarawas County, Ohio Auditor's tax map (the "Map") attached hereto as Exhibit C-1.

M. Residential and Other Prohibited Activities. This term includes, but is not limited to: (i) single and multi-family dwellings and rental units; (ii) day care centers and preschools; (iii) educational and religious facilities; (iv) hospitals, assisted living facilities and other extended care medical facilities and medical and dental offices; (v) restaurants and other food and beverage services (e.g., food stores, restaurants and banquet facilities); (vi) indoor or outdoor entertainment and recreational facilities; (vii) hotel and motels; and (viii) transient or other residential facilities.

N. Restricted Areas. This term includes the areas defined as SWMU Nos. 4, 9, 18, 19, 22, 29, 34, and 36, and Area of Concern B. These are the areas on the Property in which waste material remains in place and in which caps or covers were installed as part of the corrective measures to prevent human or ecological exposure. The legal description of the Restricted Areas is described in Exhibit B, which is attached hereto and incorporated by reference herein. These areas are shown by diagonal lines on the copy of the Map attached hereto as Exhibit C-2. Unless otherwise indicated in this Environmental Covenant, reference to the Property includes the Restricted Areas.

O. Transferee. Means 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 but it excludes the Agencies.

Now therefore, Owner and Holder agree to the following:

2. Environmental Covenant. This instrument is an Environmental Covenant executed and delivered pursuant to §§ 5301.80 to 5301.92 of the Ohio Revised Code. Owner joins in this Environmental Covenant in order to subject its interest in the Property which it may now or hereafter hold to the terms of this instrument.

3. 1996 Restrictive Covenants. U.S. EPA and Arizona Chemical Company, LLC, agree that this Environmental Covenant replaces the Restrictive Covenants filed in 1996 and that the 1996 Restrictive Covenants recorded on Deed 98.00 Volume 710 pages 533 through 555 is hereby terminated per the conditions set forth herein.

4. Property and Restricted Areas. The parcels of real property which together contain 160.041 acres located in the City of Dover, Dover Township, and Goshen Township, Ohio collectively comprise the Property. Both the Property and the Restricted Areas are subject to the environmental covenants set forth herein, and as described in paragraph 5 below.

5. Activity and Use Limitations on the Property.

(a) Owner agrees for itself and its successors not to permit the Property to be used in any manner that would interfere with or adversely affect the integrity or protectiveness of the corrective measures which have been implemented and are required by the FDDRC, OMMM and

AOC unless the written consent of the U.S. EPA to such use is first obtained. Owner's agreement to restrict the use of the Property shall include, but not be limited to, not permitting any drilling, digging, building, or the installation, construction, removal or use of any buildings, wells, pipes, roads, ditches, or any other structures on the Restricted Areas unless the written consent of U.S. EPA to such use or activity is first obtained; Property subject to this covenant but located outside the Restricted Areas will not be subject to these limitations. Owner and its successors maintain the right to disturb cap covers as necessary to perform emergency repair work on utilities that extend beneath the caps. All emergency repair work and cover restoration will be conducted in accordance with conditions and specifications detailed in the OMMM. Following completion of the utility work, the U.S. EPA will be notified in writing of the actions taken and the final restored condition of the cap. Further, Owner agrees for itself and its successors in title to refrain from bringing, and to refuse to grant permission to any other person to bring hazardous waste onto the Restricted Areas, except in accordance with any federal, state or local permit or the AOC.

(b) Owner covenants that certain portions of the Property, comprised of the parcels that have historically been and continue to be used for Industrial/Commercial Activity, as shown in Exhibit C-1, may be used only for Industrial/Commercial Activities and then only after review and approval of U.S. EPA. The use of the Property as of the date hereof is deemed approved by the U.S. EPA. The Property shall not be used for Residential and Other Prohibited Activities. Owner acknowledges and agrees that the Restricted Areas have been remediated only for Industrial/Commercial Activities.

(c) Owner covenants that groundwater from the Property will not be developed for or otherwise used for human consumptive use. Groundwater from the Property may be used or developed for industrial purposes, investigation, monitoring or remediation of the groundwater, or in conjunction with construction or excavation activities or maintenance of subsurface utilities.

(d) Owner covenants that any portion of the Property that has been used for the disposal of solid or hazardous wastes will not be used for agricultural purposes.

(e) Owner covenants that any future use of the Property must be protective of human health and the environment and is the sole responsibility of the Owner and/or Transferee to ensure the use of the Restricted Areas is solely and exclusively for Industrial/Commercial Activities.

(f) Owner agrees that it will notify the Agencies within thirty (30) days of becoming aware of any violation of this Environmental Covenant and shall remedy the breach of the covenant within sixty (60) days of becoming aware of the event, or such other time frame as may be agreed to by the Owner or Transferee and U.S. EPA.

(g) Owner agrees that it will maintain the property and implement the measures identified in the OMMM. Those measures include but are not limited to: maintaining the covers, including asphalt, vegetation and engineered covers in and around the Restricted Areas, in a manner which insures that industrial workers or ecological receptors will not come into contact with

contaminated soil or sediment that has not been excavated. In addition, warning signs will be maintained as stated in the OMMM.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner, and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC § 5301.85, subject to amendment or termination as set forth herein.

7. Notices to Agencies. Neither Owner nor any Holder or Transferee shall transfer any interest in the Property or make proposed changes in the use of the Property or make applications for building permits for, or proposals for any work in the Restricted Areas (except for emergency repair work as allowed in 5a above) without first providing notice to the Agencies and obtaining any approvals or consents thereto.

8. Access to the Property. Owner hereby grants to the Agencies and to the Holders a right of access to the Property at reasonable times and with reasonable notice to take any action authorized by law; any action related to implementation, oversight or enforcement of this Environmental Covenant, the FDDRC, the OMMM or the AOC; or any action otherwise necessary to protect human health and the environment. Such rights of access, include but are not limited to obtaining samples; inspecting or copying records, operating logs, contracts or other documents; surveying and making soil tests of the Property; locating utility lines; digging or disturbing the surface of the Property; and/or construction of barriers or other appurtenance to the land that may be necessary to protect human health and the environment. The access rights do not limit any statutory authority of the Agencies nor do they provide any rights against the Agencies. The right of access granted under this paragraph shall be irrevocable while this Environmental Covenant remains in full force and effect.

9. Owner Duty to Execute Environmental Covenant. Owner agrees to properly execute this Environmental Covenant so that it runs with the land; provides the Agencies with the authority to seek injunctive or other equitable relief for its violation pursuant to ORC 5301.91(A)(1)-(4); and is in compliance with ORC Section 5301.80 to 5301.92. Owner agrees to provide the institutional controls with respect to the Property that are set forth in this Environmental Covenant. Owner executes and delivers this Environmental Covenant to satisfy and implement and maintain the institutional controls identified in the FDDRC and AOC.

10. Notice Upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property, including the Restricted Areas, shall contain a notice of the activity and use limitations, and grants of access set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. For instruments conveying any interest in the Property or any portion thereof other than the Restricted Areas, the notice shall be substantially in the form set forth in Exhibit D. For instruments conveying any interest in the Restricted Areas or any portion thereof, the notice shall be substantially in the form set forth in Exhibit E. Owner, Holder and Transferee shall notify the Agencies within thirty (30) days after each conveyance of an interest in 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, a legal description of the property being transferred, a survey map of the property being transferred; and the closing date of the transfer of ownership of the property.

11. Amendment or Termination. This Environmental Covenant may be modified, amended or terminated while Owner owns the property only by a writing signed by Owner, the Holder(s) and U.S. EPA pursuant to ORC 5301.90 and other applicable law. Amendment means any changes to the Environmental Covenant with the formalities required for the execution of a deed in Ohio which is recorded in the Office of the Recorder of Tuscarawas County, Ohio. Upon transfer of all or any portion of the Property, Owner waives any rights that it might otherwise have under Section 5301.90 of the ORC to withhold its consent to any amendments, modifications, or termination of this Environmental Covenant, to the extent that it has transferred its interest in that portion of the Property affected by said modification, amendment or termination. The rights of Owner's successors in interest as to a modification, amendment or termination of this Environmental Covenant are governed by the provisions of Section 5301.90 of the ORC.

12. Representations and Warranties of Owner. Owner represents and warrants to the other signors hereto that:

A. the Owner is the sole owner of the Property;

B. the Owner holds fee simple title to the Property which is free, clear and unencumbered except for those encumbrances listed in Exhibit F , which are fully incorporated by reference herein;

C. the Owner has identified all other parties, identified in Exhibit F that hold any interest (e.g., encumbrance) in the Property and notified such parties of the Owner's intention to enter into this Environmental Covenant;

D. the Owner has the power and authority to make and enter into this Environmental Covenant and to grant the rights and interests herein provided and to carry out all obligations hereunder;

E. this Environmental Covenant has been executed and delivered pursuant to the AOC;

F. this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected.

13. Right to Enforce Agreement against Owner. Compliance with this Environmental Covenant may be enforced pursuant to ORC 5301.91 or other applicable law. Failure to timely enforce compliance with this Environmental Covenant or the 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 any non-compliance.

In the event that Owner or any other person should attempt to violate the terms of this Environmental Covenant then, in addition to any rights and remedies U.S. EPA has under the AOC, U.S. EPA or Ohio EPA shall have the right to immediately seek judicial relief, including, but not limited to an appropriate equitable remedy. Any court having jurisdiction is hereby granted the right to issue a temporary restraining order and/or preliminary injunction upon application by U.S. EPA or Ohio EPA without notice or posting bond. Owner and each Transferee by accepting a deed thereto or to any part thereof waives all due process or other constitutional right to notice and hearing before the grant of a temporary restraining order and/or preliminary injunction pursuant to this paragraph.

14. Compliance Reporting. Owner and any Transferee shall submit to the Agencies and Holder(s) on an annual basis, starting one year from the Effective Date of this Environmental Covenant, a written certification which complies with the requirements of Ohio Administrative Code 3745-50-42(B)-(D) that the activity and use limitations remain in place and are being complied with.

15. Future Cooperation; Execution of Supplemental Instruments. Owner agrees to cooperate fully with U.S. EPA to assist it in implementing the rights granted it under this Environmental Covenant and, in furtherance thereof, agrees to execute and deliver such further documents as may be requested by U.S. EPA to supplement or confirm the rights granted hereunder. Further, Owner agrees to cooperate with U.S. EPA to obtain compliance with the terms of this Environmental Covenant if there is a violation of this Environmental Covenant.

16. Cumulative Remedies; No U.S. EPA Waiver of Authority or Assumption of Obligations. All of the rights and remedies set forth in this Environmental Covenant or otherwise available at law or in equity are cumulative and may be exercised without regard to the adequacy of, or exclusion of, any other right, remedy or option available hereunder or at law. The failure to exercise any right granted hereunder, to take action to remedy any violation by Owner of the terms of this Environmental Covenant or to exercise any remedy provided herein shall not be deemed to be a waiver of any such right or remedy and no forbearance on the part of U. S. EPA and no extension of the time for performance of any obligations of Owner hereunder shall operate to release or in any manner affect U. S. EPA's rights hereunder.

No action or decision by U.S. EPA related to environmental remediation at the Property shall independently give rise to judicial review under this Environmental Covenant. Nothing in this Environmental Covenant shall restrict the U. S. EPA from exercising any authority it may have under applicable law. U.S. EPA reserves all of its statutory and regulatory powers, authorities, rights, and remedies, both legal and equitable

U.S. EPA does not assume any obligations under this Environmental Covenant. U.S. EPA's signature to this Environmental Covenant does not constitute a commitment, contract or obligation for future action on the part of U.S. EPA.

17. 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.

18. Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner shall record with the Tuscarawas County Recorder's Office, this Environmental Covenant, in the same manner as a deed to the Property, and pursuant to ORC 5301.88.

19. 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 Tuscarawas County Recorder.

20. Distribution of Environmental Covenant. Within sixty (60) days after the date of the final required signature the Owner shall distribute a file and date-stamped copy of the recorded Environmental Covenant to:

- A. Ohio Environmental Protection Agency
Lazarus Government Center - Division of Hazardous Waste Management
P.O. Box 1049
Columbus, Ohio 43216-1049
and
Ohio Environmental Protection Agency
Southeast District Office – Attn: DHWM Manager
2195 Front Street
Logan, OH 43138
- B. Tuscarawas County (Separate copy not needed in addition to Recordation per 18 above)
Recorder of Deeds Office
125 E. High Avenue
New Philadelphia, OH 44663
- C. City of Dover - Building and Zoning
110 E. Third Street
Dover, OH 44622
- D. Dover Township - Zoning
2000 Red Hill Road
Dover, OH 44622
- E. U.S. EPA, Region 5
Land and Chemicals Division – Attn: RCRA Project Manager
77 W. Jackson Blvd. LU-9J
Chicago, Illinois 60604-3590; and
- F. To each person holding a recorded interest in the Property (Exhibit F).

21. Notices – All other notices, requests, demands or other communications required or permitted under this Environmental Covenant shall be given to the Agencies at the addresses set forth herein.

22. Governing Law. Except as provided herein, the laws of the State of Ohio shall be the governing law. Federal law shall govern issues related to environmental remediation; the adequacy of the institutional controls to protect human health and the environment; and issues involving or relating to the U.S. EPA. The federal court for the appropriate judicial district shall have jurisdiction of any action involving the U.S. EPA.

23. Captions. All paragraph captions are for convenience of reference only and shall not affect the construction of any provision of this Environmental Covenant.

24. Time of the Essence. Time is of the essence of each and every performance obligation of Owner under this Environmental Covenant.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Owner, Holder, and U.S. EPA have executed and delivered this Environmental Covenant as of the date first above written.

OWNER

Michael Bantley, Director of Manuf.
Arizona Chemical Company, LLC

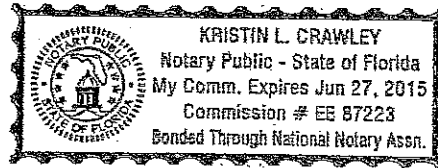
STATE OF FLORIDA)

SS. _____)

COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 4 day of September, 2014, by Arizona Chemical Company, LLC

Kristin L. Crawley
Notary Public



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

By: *Margaret Guerriero*

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 28 day of October, 2014, by Margaret Guerriero, Director, Land and Chemicals Division, Region 5 of the United States Environmental Protection Agency, on behalf of the United States of America.

Penny Hubbard-Greene
Notary Public

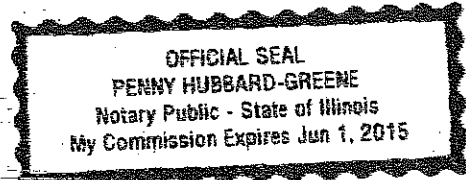


EXHIBIT A

Legal Description of the "Property"

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Registered By: 45 041042007

~~VOL 1047 PAGE 2545~~

200200002587
Filed for Record in
TUSCARAWAS COUNTY, OH
LORI L SMITH
02-15-2002 09:21 AM.
QUIT CLAIM 78.00
OR Volume 1047 Page 2545 - 2562

QUIT CLAIM DEED

International Paper Company, a New York corporation, successor by merger to Union Camp Corporation, for valuable consideration paid, grants to Arizona Chemical Company, a Delaware corporation, whose tax mailing address is 6400 Poplar, Memphis, Tennessee 38197, the following real property:

See Exhibits A-1 - A-4 attached hereto and made a part hereof.

Together with any and all oil and gas wells, oil and gas well equipment, fixtures, pipes or other property used for the benefit of the oil and gas wells, including, without limitation, the oil and gas wells identified on Exhibit B attached hereto and made a part hereof.

PRIOR INSTRUMENT REFERENCES: See Exhibit C attached hereto and made a part hereof. Volume: 478 Page 256, 478 Page 400, 522 Page 846, 1623 Page 1065, 632 Page 782, 478 Page 370, 430 Page 722, 508 Page 701
IN WITNESS WHEREOF, this instrument has been executed as of the 28 day of January, 2002.

Signed and acknowledged in the presence of:

International Paper Company

William R. Brennan

By: [Signature]

Printed: William R. Brennan

Its: Vice President

[Signature]

Printed: ERIN TIERMAN

State of CONNECTICUT

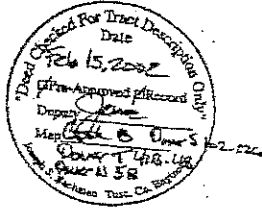
County of Fairfield

TRANSFERRED

TRANSFER FEE 22.50
CONVEYANCE EXAMINED
SEC. 319-202 & C. COMPLIED WITH

FEB 15 2002

SS: [Signature]
MATT JUDY
TUSCARAWAS COUNTY AUDITOR



This instrument was acknowledged before me this 28th day of January, 2002 by Cato Taly, Vice President of International Paper Company, a New York corporation, on behalf of the corporation.

[Signature]
Notary Public

This instrument prepared by:
Steven H. Schreiber, Esq.
DINSMORE & SPOHL LLP
1940 Chemed Center- 255 East Fifth Street
Cincinnati, OH 45202
(513) 977-8200

JANET E. PELLICONE
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR 31, 2004

VOL 1047 PAGE 2546

EXHIBIT A-1

**DIVERSIFIED
ENGINEERING
INC.**

304 East High Avenue
New Philadelphia, Ohio 44663

Phone: (330) 364-1631
Fax: (330) 364-4031
E-Mail: dei@tusco.net

Consulting Engineers & Surveyors

DESCRIPTION OF A 104.610 ACRE TRACT

Situated in the City of Dover, Townships of Dover and Goshen, County of Tuscarawas and the State of Ohio.

Being located in the Second Quarter of Township 8, Range 2, in the Third Quarter of Township 9, Range 2 and a part of the vacated Plat of Mooreville as recorded in Plat Book 2 at Page 2 of the Tuscarawas County Plat Records and being all of a 21.951 acre tract, all of a 4.340 acre tract, all of a 38.47 acre tract, all of a 3.328 acre tract, all of a 22.118 acre tract, all of a 0.133 acre tract, all of a 8.10 acre tract, all of the residue of a 2 acre tract, all of a 0.785 acre tract, all of a ½ acre tract, all of a 0.15 acre tract, all of a 0.16 acre tract, all of a 0.26 acre tract, all of a 0.21 acre tract, all of a 0.233 acre tract and all of a 1/3 acre tract as conveyed to Union Camp Corporation by deeds recorded in Volume 478 at Page 270, Volume 478 at Page 256, Volume 478 at Page 400, Volume 508 at Page 901, Volume 591 at Page 548 and Volume 630 at Page 722 of the Tuscarawas County Deed Records and being more fully described as follows:

Commencing at a concrete monument (found) in the centerline of Interstate Route No. 77 (TUS-21-21.70 & TUS-39-10.21) at Station 127+78.13;

thence N 30° 31' 43" E, 380.58 feet an iron pin (found) at the southwest corner of the aforementioned 38.47 acre tract, at a corner of a 53.325 acre tract (Volume 750 at Page 488) and on the east line of the former Ohio and Erie Canal Lands;

thence from said beginning and with a line of said 38.47 acre tract and the east line of said canal lands, N 10° 22' 00" E, 128.67 feet to an iron pin (set) at a corner of said 38.47 acre tract and on the east line of said canal lands;

thence with a line of said 38.47 acre tract, N 66° 40' 48" W, 119.60 feet to an iron pin (set) on the west line of said canal lands, on the east line of a 50 foot access road (TUS-21-21.70 & TUS-39-10.21) and the southwest corner of the aforementioned 21.951 acre tract;

thence with the east line of said access road and the west line of said 21.951 acre

Revised By: 04/02/2007

~~VOL 1047 PAGE 2547~~

tract the following four (4) courses: N 10° 29' 51" W, 362.36 feet to an iron pin (set);

thence N 17° 11' 06" W, 789.04 feet to an iron pin (set);

thence N 21° 28' 06" W, 588.63 feet to an iron pin (set);

thence N 72° 38' 10" W, 78.10 feet to an iron pin (set) at the northwest corner of said access road, on the east limited access line of Interstate Route No. 77 and on the west line of said 21.951 acre tract;

thence with the east limited access line of said interstate and the west line of said 21.951 acre tract, N 22° 26' 30" W, 361.97 feet to an iron pin (set) on the west line of said 21.951 acre tract and on the east line of a 1.692 acre tract (Volume 567 at Page 475);

thence with the west line of said 21.951 acre tract, the east line of said 1.692 acre tract, the west line of the aforementioned 3.328 acre tract and the west line of the aforementioned 22.118 acre tract, N 03° 06' 30" W, 883.52 feet to an iron pin (set) at the northwest corner of said 22.118 acre tract and on the south bounds of a 1.982 acre tract (Volume 717 at Page 452);

thence with the north line of said 22.118 acre tract and the south bounds of said 1.982 acre tract the following two (2) courses: N 85° 24' 57" E, 62.61 feet to an iron pin (set);

thence S 63° 05' 03" E, 379.05 feet to an iron pin (set) at the southeast corner of said 1.982 acre tract;

thence continuing with the north line of said 22.118 acre tract and the south line of a 8.0 acre tract as conveyed to Baltimore & Ohio Railroad the following eight (8) courses: S 67° 30' 22" E, 115.62 feet to a point;

thence S 62° 27' 30" E, 156.80 feet to a point;

thence S 50° 09' 30" E, 82.90 feet to a point;

thence S 44° 57' 30" E, 162.10 feet to a point;

thence S 62° 54' 30" E, 86.90 feet to a point;

thence N 73° 41' 50" E, 195.18 feet to a point;

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thence N 54° 54' 35" E, 138.21 feet to a point;

thence N 10° 21' 25" E, 114.29 feet to a point;

thence continuing with the north line of said 21.118 acre tract and the southwesterly right of way line of the Baltimore & Ohio Railroad Company the following four (4) courses: S 47° 10' 30" E, 194.70 feet to a point;

thence S 47° 09' 19" E, 23.62 feet to a point;

thence S 09° 00' 30" W, 55.80 feet to a point;

thence S 47° 10' 30" E, 351.00 feet to a point at the northeast corner of said 22.118 acre tract, on the southwesterly right of way line of said railroad and a corner of the aforementioned 8.10 acre tract;

thence with the southwesterly and west right of way line of said railroad and the east line of said 8.10 acre tract the following four (4) courses: N 09° 00' 30" E, 74.74 feet to a point;

thence S 45° 55' 56" E, 236.54 feet to a point;

thence with a curve to the right having a radius of 1145.92 feet (Chord Bearing S 32° 32' 34" E, 574.03 feet) and an arc distance of 580.21 feet to an iron pin (set);

thence S 17° 35' 52" E, 1782.46 feet to a point on the west right of way line of said railroad and at the southeast corner of the aforementioned 0.26 acre tract;

thence with the south line of said 0.26 acre tract, S 74° 12' 19" W, 117.06 feet to a point at the southwest corner of said 0.26 acre tract and on the east line of River Street of the Plat of Mooreville from which point an iron pin (found) bears S 74° 12' 19" W, 2.02 feet and passing on line an iron pin (found) at 4.13 feet;

thence with the east line of said River Street, N 15° 05' 26" W, 800.12 feet to an iron pin (set) on the east line of said street, the northwest corner of the aforementioned 1/3 acre tract, on the south line of said 8.10 acre tract and on the corporation line dividing City of Dover and Goshen Township and passing on line iron pins (found) at 386.03 feet and 487.70 feet;

thence with the north line of the Plat of Mooreville, the south line of said 8.10 acre

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tract and the line dividing said City of Dover Corporation and Goshen Township, N 84° 07' 32" W, 52.75 feet to an iron pin (set) on the line of said Mooreville, on the south line of said 8.10 acre tract, on the line dividing said City of Dover Corporation and Goshen Township, on the west line of said River Street and the northeast corner of the aforementioned 2 acre tract;

thence with the west line of said River Street and the east line of said 2 acre tract, S 15° 06' 13" E, 364.77 feet to an iron pin (set) on the west line of said street, the southeast corner of the aforementioned 0.785 acre tract and the northeast corner of a 0.782 acre tract (Volume 678 at Page 577);

thence with the south line of said 0.785 acre tract and the north line of said 0.782 acre tract, N 83° 40' 58" W, 245.00 feet to a point at the southwest corner of said 0.785 acre tract and the northwest corner of said 0.782 acre tract from which point an iron pin (found) bears S 11° 33' 17" E, 4.25 feet;

thence with the west line of said 0.785 acre tract and the west line of said 2 acre tract, N 15° 06' 11" W, 362.75 feet to an iron pin (set) at the northwest corner of said 2 acre tract, on the south line of said 8.10 acre tract and on the line dividing said City of Dover Corporation and Goshen Township;

thence with the south line of said 8.10 acre tract and the line dividing said City of Dover Corporation and Goshen Township, N 84° 07' 32" W, 177.22 feet to a point at the southwest corner of said 8.10 acre tract, the intersection of said City of Dover Corporation, Goshen Township and Dover Township, on the east line of said 38.47 acre tract and in the center of Tuscarawas River;

thence with the line dividing said Goshen and Dover Townships, the east line of said 38.47 acre tract and the center of said river, S 14° 22' 02" E, 1301.02 feet to a point on the line dividing said townships, at the southeast corner of said 38.47 acre tract, in the center of said river and the northeast corner of said 53.325 acre tract;

thence with the south line of said 38.47 acre tract and the north line of said 53.325 acre tract, N 74° 53' 02" W, 1376.83 feet to the Place of Beginning and passing on line an iron pin (found) at 209.06 feet, containing 111.475 acres.

Excepting from the above described 111.475 acre tract a 6.865 acre tract (Volume 526 at Page 375) and being more fully described as follows:

Commencing at an iron pin (set) at a southwesterly corner of the aforementioned

~~VOL 1047 PAGE 2550~~

111.475 acre tract;

thence N 38° 18' 19" E, 501.93 feet to a point at the southwest corner of a 6.865 acre tract (Volume 526 at Page 375) and being the True Place of Beginning of the tract herein to be described;

thence with the bounds of said 6.865 acre tract the following eight (8) courses: N 11° 33' 08" W, 196.92 feet to a point;

thence N 11° 15' 30" E, 254.43 feet to a point;

thence N 48° 26' 52" E, 117.77 feet to a point;

thence N 78° 26' 52" E, 323.83 feet to a point;

thence S 11° 33' 08" E, 724.14 feet to a point;

thence N 78° 44' 30" W, 362.34 feet to a point;

thence N 11° 33' 08" W, 13.22 feet to a point;

thence N 78° 44' 30" W, 206.62 feet to the True Place of Beginning, containing 6.865 acres.

Hereby leaving 104.610 acres to be conveyed, more or less, but subject to all legal highways, easements, reservations and restrictions of record.

The above described tract comprised of the following acreage:

<u>Parcel No.</u>	<u>Deed acreage</u>	<u>Location</u>	<u>Acreage by survey</u>
10-02308.000	all of 4.340 acre	2 nd Qtr., T-8, R-2	4.362 ac. (Dover Twp.)
10-01474.000	all of 21.951 acre	2 nd Qtr., T-8, R-2	22.485 ac. (Dover Twp.)
10-01475.000	all of 3.328 acre	3 rd Qtr., T-9, R-2	2.795 ac. (Dover Twp.)
10-02308.000	all of 38.47 acre	2 nd Qtr., T-8, R-2	32.981 ac. (Dover Twp.) 1.299 ac. (City of Dover)
15-04187.000	all of 8.10 acre	2 nd Qtr., T-8, R-2	14.012 ac. (City of Dover)
		3 rd Qtr., T-9, R-2	0.606 ac. (City of Dover)
15-04189.000	all of 0.133 acre	3 rd Qtr., T-9, R-2	0.122 ac. (City of Dover)
15-04195.000	all of 22.118 acre	2 nd Qtr., T-8, R-2	2.199 ac. (City of Dover)
15-04173.000		3 rd Qtr., T-9, R-2	12.049 ac. (City of Dover)

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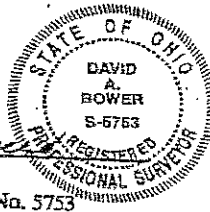
10-01473.000		2 nd Qtr., T-8, R-2	6.395 ac. (Dover Twp.)
25-00398.000	all of 0.21 acre	3 rd Qtr., T-9, R-2	1.603 ac. (Dover Twp.)
25-01229.000	all of 0.26 acre	Vacated Mooreville	0.234 ac.
25-01230.000	residue of 2 acre	Vacated Mooreville	0.270 ac.
25-01238.000	all of 0.16 acre	Vacated Mooreville	1.119 ac.
25-01241.000	all of 0.15 acre	Vacated Mooreville	0.122 ac.
25-01242.000	all of 1/2 acre	Vacated Mooreville	0.071 ac.
25-01243.000	all of 0.785 acre	Vacated Mooreville	0.485 ac.
25-01306.000	all of 1/3 acre	Vacated Mooreville	0.785 ac.
25-02491.000	all of 0.233 acre	Vacated Mooreville	0.386 ac.
		Vacated Mooreville	0.230 ac.

Bearings are oriented to the centerline of Interstate Route No. 77 (TUS-21-21.10 & TUS-39-10.21).

All iron pins set are 30" x 3/4" round steel bars with plastic caps stamped "D A Bower 5753".

Description prepared from a field survey by D. A. Bower, Registered Surveyor No. 5753 in November 2001.

D.A. Bower
 David A. Bower,
 Registered Surveyor No. 5753



FEB-14-2002 100 03:40 PM DIVERSIFIED ENGINEERING FAX NO. 3303644031

P. 01

Exhibit A-2



304 East High Avenue
New Philadelphia, Ohio 44663

Phone: (330) 364-1631
Fax: (330) 364-4031
E-Mail: dei@tusco.net

DESCRIPTION OF A 43.353 ACRE TRACT

Situated in the City of Dover, Township of Goshen, County of Tuscarawas and the State of Ohio.

Being located in the Second Quarter of Township 8, Range 2, in the Third Quarter of Township 9, Range 2, a part of the vacated Plat of Mooreville as recorded in Plat Book 2 at Page 2 of the Tuscarawas County Plat Records, all of Lots 3077, 3078, 3079, 3084, 3085, 3086, 3087, 3088, 3089, 3090, 3091, vacated portion of Lower Street, vacated portion of Dickinson Avenue and vacated portion of 16 foot alleys of the Dickinson & Blatz Second Addition as recorded in Plat Book 7 at Pages 126 and 127 of the Tuscarawas County Plat Records and being all of a 2.77 acre tract, all of a 8.0 acre tract, all of a 28.79 acre tract and all of the residue of a 3.317 acre tract as conveyed to Union Camp Corporation by deeds recorded in Volume 454 at Page 50, Volume 478 at Page 256, Volume 478 at Page 400, Volume 522 at Page 847 and Volume 532 at Page 572 of the Tuscarawas County Deed Records and being more fully described as follows:

Beginning at an iron pin (found) at the southeast corner of Lot 3084 and the northwest intersection of Florence Avenue and a 16 foot alley;

thence from said beginning and with the south line of said Lot 3084 and the north line of said alley, S 67° 33' 11" W, 165.96 feet to an iron pin (set) at the southeast corner of Lot 3087 and the northwest intersection of two (2) 16 foot alleys;

thence with a line of the vacated portion of said alley (Ordinance No. 38-67) and the east line of Lot 3077, S 22° 28' 32" E, 165.89 feet to an iron pin (set) at the southeast corner of said Lot 3077 and the northwest intersection of said alley and Howe Street;

thence with the south line of Lots 3077, 3078 & 3079, the north line of said Howe Street and a line through the vacated portion of said Dickinson Avenue (Ordinance No. 38-67), S 67° 33' 11" W, 198.02 feet to an iron pin (found) on the west line of said Dickinson

Consulting Engineers & Surveyor

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Requested by: 15-061047-0007

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FAX NO. 3303644031

P. 02

Avenue, on the west bounds of the aforementioned Dickison & Blatz Second Addition and on the east line of the aforementioned 8.0 acre tract and passing on line an iron pin (found) at 9.89 feet and an iron pipe (found) at 147.66 feet;

thence with the west line of said Dickison Avenue, the bounds of said Dickison & Blatz Second Addition and the east line of said 8.0 acre tract, S 15° 16' 29" E, 757.98 feet to an iron pin (set) on the west line of said Dickison Avenue, the bounds of said addition, the southeast corner of said 8.0 acre tract and the northeast corner of a 0.194 acre tract as conveyed to the City of Dover (Volume 242 at Page 258);

thence with the south line of said 8.0 acre tract and the northerly line of said 0.194 acre tract, S 67° 31' 05" W, 182.82 feet to an iron pin (set) at a corner of said 8.0 acre tract, the southwest corner of said 0.194 acre tract, on the line dividing the City of Dover Corporation and Goshen Township, on the north bounds of the vacated Plat of Mooreville and on the north line of the aforementioned 28.79 acre tract;

thence with the south line of said 0.194 acre tract, the line dividing said City of Dover and Goshen Township, the northerly bounds of said vacated Plat of Mooreville, the southerly bounds of said Dickison & Blatz Second Addition and the north line of said 28.79 acre tract, S 84° 07' 32" E, 748.11 feet to an iron pin (set) on the line dividing said City of Dover and Goshen Township, at the northwest corner of Lot 29 of the vacated Plat of Mooreville, on the south bounds of said Dickison & Blatz Second Addition, a corner of said 28.79 acre tract and the northwest corner of a 0.50 acre tract as conveyed to Bryon D. Smith, Trustee (Volume 687 at Page 817);

thence with the west line of said Lot 29, the west line of said 0.50 acre tract and a line of said 28.79 acre tract, S 05° 46' 57" W, 149.11 feet to an iron pin (set) at the southwest corner of said Lot 29, the southwest corner of said 0.50 acre tract and a corner of said 28.79 acre tract;

thence with the south line of Lots 29, 28, 27 & 26, the south line of said 0.50 acre tract and a line of said 28.79 acre tract, S 84° 13' 03" E, 132.00 feet to an iron pin (set) at the southeast corner of said Lot 26, the southeast corner of said 0.50 acre tract and a corner of said 28.79 acre tract;

thence with the east line of said Lot 26, the east line of said 0.50 acre tract and a line of said 28.79 acre tract, N 05° 46' 57" E, 148.90 feet to an iron pin (set) at the northeast

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corner of said Lot 26, the northeast corner of said 0.50 acre tract, a corner of said 28.79 acre tract, on the line dividing said City of Dover and Goshen Township and on the southerly bounds of said Dickison & Blatz Second Addition;

thence with the northerly bounds of said vacated Plat of Mooreville, the north line of said 28.79 acre tract, the line dividing said City of Dover and Goshen Township and the southerly bounds of said Dickison & Blatz Second Addition, S 84° 07' 32" E, 109.00 feet to an iron pin (set) on the northerly bounds of said vacated Plat of Mooreville, at a corner of said 28.79 acre tract, on the line dividing said City of Dover Corporation and Goshen Township and on the southerly bounds of said Dickison & Blatz Second Addition;

thence with a east line of said 28.79 acre tract, S 05° 46' 57" W, 256.32 feet to an iron pin (set) at a corner of said 28.79 acre tract;

thence with a line of said 28.79 acre tract, N 70° 27' 21" E, 94.96 feet to an iron pipe (found) at a corner of said 28.79 acre tract, the southwest corner of a 0.021 acre tract as conveyed to Patrick J. and Bonnie K. Burns (Volume 620 at Page 370), the northwest corner of a 1/2 acre tract as conveyed to Leslie D. Smith (Volume 451 at Page 385) and on the west line of Lot 85 of the vacated Plat of Mooreville;

thence with a line of said 28.79 acre tract, the west line of said 1/2 acre tract and the west line of Lots 85, 86 & 87 of the vacated Plat of Mooreville, S 05° 41' 06" W, 122.98 feet to an iron pin (found) at a corner of said 28.79 acre tract, the southwest corner of said 1/2 acre tract and the southwest corner of said Lot 87;

thence with a line of said 28.79 acre tract, the south line of said 1/2 acre tract and the south line of said Lot 87, S 84° 13' 03" E, 146.78 feet to an iron pin (found) at a northeast corner of said 28.79 acre tract, the southeast corner of said 1/2 acre tract, the southeast corner of said Lot 87 and on the west line of 12th Street, NW;

thence with the east line of said 28.79 acre tract, the east bounds of said vacated Plat of Mooreville and the west line of said 12th Street, NW, S 24° 42' 56" E, 1056.97 feet to an iron pin (set) at a corner of said 28.79 acre tract and on the west line of said 12th Street, NW;

thence with a east line of said 28.79 acre tract, S 06° 25' 57" W, 10.22 feet to an iron pin (set) at the southeast corner of said 28.79 acre tract, in the center of College Avenue,

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FEB-14-2002 THU 03:41 PM DIVERSIFIED ENGINEERING

FAX NO. 3303844031

P. 04

NW, the northeast corner of a 32.666 acre tract conveyed to John L. Hootman (Volume 751 at Page 242) and on the line dividing Goshen Township and the City of New Philadelphia;

thence with the south line of said 28.79 acre tract, the center of said College Avenue, NW, the north line of said 32.666 acre tract and the line dividing said Goshen Township and the City of New Philadelphia, N 83° 49' 07" W, 1240.68 feet to an iron pin (set) at the southwest corner of said 28.79 acre tract, the center of said College Avenue, NW, on the north line of said 32.666 acre tract and the line dividing said Goshen Township and the City of New Philadelphia ;

thence with the west line of said 28.79 acre tract, the east line of a 0.418 acre tract (Volume & Page - unknown) and the east line of a 0.493 acre tract (Volume 280 at Page 126), N 17° 35' 52" W, 1364.68 feet to an iron pin (set) at the northeast corner of said 0.493 acre tract, on the north bounds of said vacated Plat of Mooreville, on the line dividing said City of Dover and Goshen Township and on the south line of said 8.0 acre tract;

thence with the north line of said 0.493 acre tract, the north bounds of said vacated Plat of Mooreville, the line dividing said City of Dover and Goshen Township and the south line of said 8.0 acre tract, N 84° 07' 32" W, 23.98 feet to an iron pin (set) on the north line of said 0.493 acre tract, the north bounds of said vacated Plat of Mooreville, the line dividing said City of Dover and Goshen Township, the southwest corner of said 8.0 acre tract and on the east right of way line of the Baltimore and Ohio Railroad Company and passing on line an iron pin (found) at 10.56 feet;

thence with the west line of said 8.0 acre tract and the east right of way line of said railroad the following three (3) courses: N 17° 35' 52" W, 1054.55 feet to an iron pin (set);

thence with a curve to the left having a radius of 1203.92 feet (Chord Bearing N 28° 01' 40" W, 435.90 feet) and an arc distance of 438.32 feet to an iron pin (set);

thence N 35° 10' 56" W, 281.11 feet to a point on the east right of way line of said railroad and a corner of the aforementioned 2.77 acre tract;

thence with the west line of said 2.77 acre tract, N 13° 36' 07" E, 53.31 feet to a point at the northwest corner of said 2.77 acre tract and the southwest corner of a 11.512 acre tract as conveyed to Motor U.S. Properties, LLC (Volume 735 at Page 673);

40-1047-11E2555

Requested By: 04/04/2007

FEB-14-2002 THU 03:41 PM DIVERSIFIED ENGINEERING FAX NO. 3303844031 P. 05

thence with the north line of said 2.77 acre tract and the south line of said 11.512 acre tract, N 82° 24' 38" E, 426.50 feet to an iron pin (found) at the northeast corner of said 2.77 acre tract, on the south line of said 11.512 acre tract and the northwest corner of a 5.11 acre tract as conveyed to Community Improvement Corporation of Tuscarawas County (Volume 430 at Page 433);

thence with the east line of said 2.77 acre tract and the west line of said 5.11 acre tract, S 06° 03' 38" W, 402.43 feet to an iron pin (found) at the southeast corner of said 2.77 acre tract, the southwest corner of said 5.11 acre tract, on the north line of said 8.0 acre tract and on the line dividing the 2nd Quarter of Township 8, Range 2 and 3rd Quarter of Township 9, Range 2;

thence with the south line of said 5.11 acre tract, the north line of said 8.0 acre tract and the line dividing said quarters, S 83° 56' 22" E, 508.82 feet to an iron pin (set) on the south line of said 5.11 acre tract, on the line dividing said quarters and at the intersection of the north bounds of said Dickison & Blatz Second Addition and Florence Avenue and passing on line an iron pipe (found) at 170.45 feet;

thence with the west line of said Florence Avenue, the east line of the vacated portion of Lower Street (Ordinance No. 53-77), the east line of Lots 3086, 3085 and 3084 of the Dickison & Blatz Second Addition, S 22° 28' 32" E, 200.76 feet to the Place of Beginning, containing 45.352 acres, more or less, but subject to all legal highways, easements, reservations and restrictions of record.

The above described tract comprised of the following acreage:

Parcel No.	Deed acreage	Location	Acreage by survey
15-01249.000	-	Lot 3089	0.110 ac.
15-03223.000	-	Lots 3084, 3085 & 3086	0.516 ac.
15-04188.000	all of 8.0 acre	2 nd Qtr., T-8, R-2	8.053 ac.
15-04189.000	all of 2.77 acre	3 rd Qtr., T-9, R-2	2.769 ac.
15-04190.000	-	Lot 3087	0.172 ac.
15-04191.000	-	Lot 3088	0.231 ac.
15-04192.000	-	Lot 3090	0.108 ac.
15-04193.000	-	Lot 3091	0.114 ac.
15-04194.000	-	Lots 3077, 3078 & 3079	0.475 ac.
	-	vacated alleys & streets	1.098 ac.

FILED 10-4-7-10-11-2-5-5-6

Requested By: NS 14/04/2007

FEB-14-2002 THU 03:41 PM DIVERSIFIED ENGINEERING FAX NO. 3303644031

P. 06

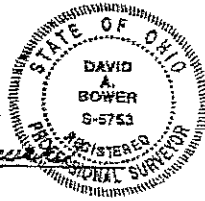
25-01225.000	all of a 0.75 acre	Vacated Mooreville	0.750 ac.
25-01226.000	all of a 0.33 acre	Vacated Mooreville	0.330 ac.
25-01227.000	residue of 28.79 acre	Vacated Mooreville	20.209 ac.
25-01228.000	residue of 3.317 acre	Vacated Mooreville	3.477 ac.
25-01232.000	all of a 5.90 acre	Vacated Mooreville	5.900 ac.
25-01233.000	all of a 0.78 acre	Vacated Mooreville	0.780 ac.
25-01239.000	all of a 0.26 acre	Vacated Mooreville	0.260 ac.

401-1047-1112557

Bearings are oriented to the centerline of Interstate Route No. 77 (TUS-21-21.10 & TUS-39-10.21).

All iron pins set are 30" x 3/4" round steel bars with plastic caps stamped "D A Bower 5753".

Description prepared from a field survey by D. A. Bower, Registered Surveyor No. 5753 in November 2001.



DA Bower
 David A. Bower,
 Registered Surveyor No. 5753

EXHIBIT A-3

VOL 1047 PAGE 2558



304 East High Avenue
New Philadelphia, Ohio 44663

Phone: (330) 364-1831
Fax: (330) 364-4031
E-Mail: dei@tusco.net

DESCRIPTION OF A 2.337 ACRE TRACT

Situated in the Township of Goshen, County of Tuscarawas and the State of Ohio.

Being located in the Second Quarter of Township 8, Range 2 and a part of the vacated Plat of Mooreville as recorded in Plat Book 2 at Page 2 of the Tuscarawas County Plat Records and being all of the residue of a 1.79 acre tract, all of a 0.48 acre tract and all of a 0.87 acre tract as conveyed to Union Camp Corporation by a deed recorded in Volume 478 at Page 400 of the Tuscarawas County Deed Records, Auditor's Parcel No. 25-01224.000, ~~25-01224.000 & 25-01225.000~~ and being more fully described as follows:

Beginning at a point at the southeast corner of Lot 121 of the vacated Plat of Mooreville, on the east line of the aforementioned 1.79 acre tract and on the west line of River Street;

thence from said beginning and continuing with the east line of said 1.79 acre tract, the west line of said street, the east line of the aforementioned 0.48 acre tract and the east line of the aforementioned 0.87 acre tract, S 15° 06' 09" E, 408.00 feet to a point at the southeast corner of said 0.87 acre tract, on the west line of said street and on the north line of a 1.185 acre tract as conveyed to Kathleen M. Berndt (Volume 619 at Page 208) from which point an iron pipe (found) bears N 70° 26' 41" E, 1.50 feet and passing on line an iron pin (found) at 127.10 feet and an iron pipe (found) at 239.01 feet;

thence with the south line of said 0.87 acre tract and the north line of said 1.185 acre tract, N 83° 40' 58" W, 260.59 feet to an iron pin (set) at the southwest corner of said 0.87 acre tract and the northwest corner of said 1.185 acre tract;

thence with the west line of said 0.87 acre tract and the west line of said 0.48 acre tract, N 15° 05' 58" W, 194.00 feet to a point at a corner of said 0.48 acre tract from which point an iron pin (found) bears S 07° 52' 08" W, 4.51 feet;

thence with the west line of said 0.48 acre tract, N 02° 58' 18" E, 11.68 feet to an iron pin (set);

Requested By: [illegible]

~~VOL 1047 PAGE 2559~~

thence with a north line of said 0.48 acre tract, N 79° 30' 29" E, 10.93 feet to an iron pin (set) at a corner of said 0.48 acre tract and the southwest corner of said 1.79 acre tract;

thence with the west line of said 1.79 acre tract, N 15° 05' 53" W, 224.70 feet to an iron pin (set) at the southwest corner of a 0.782 acre tract as conveyed to Daryl J. Jackson (Volume 678 at Page 577);

thence with the south line of said 0.782 acre tract, S 83° 06' 34" E, 245.92 feet to an iron pin (set) at the southeast corner of said 0.782 acre tract and on the west line of said River Street;

thence with the east line of said 1.79 acre tract and the west line of said street, S 15° 06' 09" E, 24.00 feet to the Place of Beginning, containing 2.337 acres of which 0.983 of an acre is all of the residue of a 1.79 acre tract, 0.482 of an acre is all of a 0.48 acre tract and 0.872 of an acre is all of a 0.87 acre tract, more or less, but subject to all legal highways, easements, reservations and restrictions of record.

Bearings are oriented to the centerline of Interstate Route No. 77 (TUS-21-21.10 & TUS-39-10.21).

All iron pins set are 3/8" x 3/4" round steel bars with plastic caps stamped "D A Bower 5753".

Description prepared from a field survey by D. A. Bower, Registered Surveyor No. 5753 in November 2001.

D.A. Bower
David A. Bower,
Registered Surveyor No. 5753

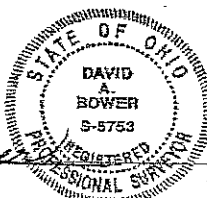


EXHIBIT A-4

~~VOL 467 PAGE 2560~~

**DIVERSIFIED
ENGINEERING
INC.**

304 East High Avenue
New Philadelphia, Ohio 44863

Phone: (330) 364-1631
Fax: (330) 364-4031
E-Mail: del@tusco.net

CONSULTING ENGINEERS & SURVEYORS

DESCRIPTION OF A 0.138 ACRE TRACT

Situated in the Township of Goshen, County of Tuscarawas and the State of Ohio.

Being located in the Second Quarter of Township 8, Range 2 and a part of the vacated Plat of Mooreville as recorded in Plat Book 2 at Page 2 of the Tuscarawas County Plat Records and being all of a 0.13 acre tract as conveyed to Union Camp Corporation by a deed recorded in Volume 478 at Page 400 of the Tuscarawas County Deed Records, Auditor's Parcel No. 25-01240.000 and being more fully described as follows:

Commencing at a point at northeast corner of Lot 184 of the vacated Plat of Mooreville and on the west right of way line of the Baltimore and Ohio Railroad Company;

thence with the east line of said lot and the west right of way line of said railroad, S 17° 35' 52" E, 40.21 feet to a point on the east line of said lot, the west right of way line of said railroad, the northeast corner of the aforementioned 0.13 acre tract and the southeast corner of a 0.13 acre tract as conveyed to Louis A. and Doris S. Festi (Volume 457 at Page 806) and being the True Place of Beginning of the tract herein to be described;

thence from said beginning and continuing with the east line of said lot, the west right of way line of said railroad and the east line of said 0.13 acre tract, S 17° 35' 52" E, 50.01 feet to a point on the east line of said lot, on the west right of way line of said railroad, the southeast corner of said 0.13 acre tract and the northeast corner of a 1.325 acre tract as conveyed to Kevin J. Bazzoli (Volume 723 at Page 265);

thence with the south line of said 0.13 acre tract and the north line of said 1.325 acre tract, S 74° 30' 19" W, 121.46 feet to an iron pin (found) at the southwest corner of said 0.13 acre tract, the northwest corner of said 1.325 acre tract and on the east line of River Street and passing on line an iron pin (found) at 4.28 feet;

thence with the west line of said 0.13 acre tract and the east line of said street, N 15° 05' 26" W, 49.98 feet to an iron pin (found) at the northwest corner of said 0.13 acre tract, on the east line of said street and the southwest corner of said 0.13 acre tract (Volume 457

Requested By: 047092007

~~VOL 1047 PAGE 2561~~

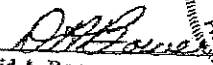
at Page 806);

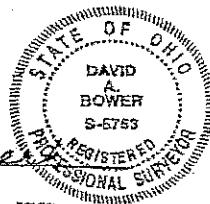
thence with the north line of said 0.13 acre tract and the south line of said 0.13 acre tract (Volume 457 at Page 806), N 74° 30' 19" E, 119.28 feet to the True Place of Beginning and passing on line an iron pin (found) at 115.28 feet, containing 0.138 of an acres (6,016 square feet), more or less, but subject to all legal highways, easements, reservations and restrictions of record.

Bearings are oriented to the centerline of Interstate Route No. 77 (TUS-21-21.10 & TUS-39-10.21).

All iron pins set are 30" x 3/4" round steel bars with plastic caps stamped "D A Bower 5753".

Description prepared from a field survey by D. A. Bower, Registered Surveyor No. 5753 in November 2001.


David A. Bower,
Registered Surveyor No. 5753



Requested By: BS 02/04/2007

VOL 1463 PAGE 2562

EXHIBIT A-4
(cont.)

00200002587
FITZPATRICK ZIMMERMAN & ROSE
PICKUP

**DIVERSIFIED
ENGINEERING
INC.**

304 East High Avenue
New Philadelphia, Ohio 44663

Phone: (330) 384-1631
Fax: (330) 364-4031
E-Mail: dei@tusco.net

CONTRACT ENGINEERS & SURVEYORS

**DESCRIPTION OF A 0.567 ACRE TRACT
& 0.172 ACRE TRACE**

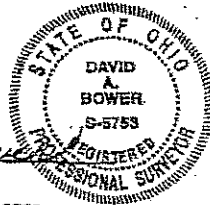
Situated in the City of Dover, County of Tuscarawas and the State of Ohio.

Being located in the Dickison & Blatz Second Addition as recorded in Plat Book 7 at Pages 126 and 127 of the Tuscarawas County Plat Records as conveyed to Union Camp Corporation by deeds recorded in Volume 623 at Page 665, Volume 633 at Page 87 and Volume 632 at Page 702 of the Tuscarawas County Deed Records, Auditor's Parcel No. ~~15-02460-000, 15-02460-000, 15-02460-000 & 15-02460-000~~ ¹⁵⁻⁰²⁴⁶⁰⁻⁰⁰⁰ and being more fully described as follows:

Being all of Lots 3059, 3060, 3061 and 3062.

All iron pins set are 30" x 3/4" round steel bars with plastic caps stamped "D A Bower 5753".

Description prepared from a field survey by D. A. Bower, Registered Surveyor No. 5753 in November 2001.



D.A. Bower
David A. Bower,
Registered Surveyor No. 5753

Consulting Engineers & Surveyors

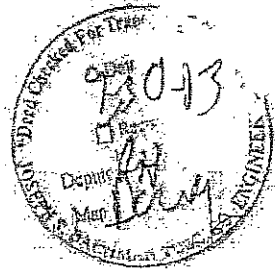
201300011919
Filed for Record in
TUSCARAWAS COUNTY, OH
LORI L SMITH, RECORDER
09-30-2013 At 03:05 PM.
QUIT CLAIM 72.00
OR Volume 1433 Page 1525 - 1529

TRANSFERRED

TRANSFER FEE
CONVEYANCE EXAMINED
SEC. 317322 R.C. COMPLIED WITH

SEP 30 2013

AMT
LARRY LINDBERG
Tuscarawas County Auditor



QUITCLAIM DEED

The Ohio Water Development Authority, a body corporate and politic organized and existing under the laws of the State of Ohio ("Grantor") for good and valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, grants to Arizona Chemical Company, a Delaware corporation, its successors and assigns ("Grantee"), as successor to Union Camp Corporation, having a tax mailing address at 4600 Touchton Road East, Suite 1200, Jacksonville, FL 32246, the following real property situated in the State of Ohio, County of Tuscarawas, Township of Dover, more particularly described on the attached Exhibit A (the "Premises").

(SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF)

Parcel Number: 10-02309-000
Address: 1589 NW STATE ROUTE 39
Prior Instrument Reference: Volume 526, Page 375
Recorder's Office, Tuscarawas County, Ohio.

TO HAVE AND TO HOLD the Premises, with all the privileges and appurtenances thereunto belonging, to the Grantee, its successors and assigns forever. SUBJECT TO: public streets and highways, zoning ordinances and governmental regulations; conditions, restrictions, covenants, reservations and easements of record; and the lien of real estate taxes and assessments not yet due and payable.

Executed as of this 29th day of August, 2013.

Ohio Water Development Authority

Executive Director

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

Before me, the subscriber, a notary public in and for said state and county, personally appeared Steve Grossman, who is personally known to me and who acknowledged the execution of this instrument to be his/her free act and deed for the uses and purposes set forth therein.

29th IN WITNESS WHEREOF, I hereto subscribed my name and affixed my seal on the day of August, 2013.

Margaret Cline

Notary Public

This instrument prepared by: Squire Sanders (US) LLP, 41 South High Street, 2000 Huntington Center, Columbus, Ohio 43215

MARGARET CLINE
Notary Public, State of Ohio
My Commission Expires 08-19-2014



EXHIBIT A
LEGAL DESCRIPTION

[see attached]

11/15/2011 10:10:00 AM

Situated in the Township of Dover, County of Tuscarawas, and State of Ohio:

Being known as part of the Second Quarter of Township B, Range 2, of the United States Military Lands and being part of a 38.47 acre tract conveyed to Union Camp Corporation, a Virginia Corporation, by deed recorded in Vol. 478, page 274, of the Tuscarawas County Deed Records; and being more fully described as follows:

Beginning at a point, said point being the following four (4) courses from the intersection of the centerline survey of Interstate 77 and the transit line of the G. F. Silliman Survey of the Ohio and Erie Canal Lands, said beginning point being Station 124+14.72 on Interstate 77 and Station 1599+33.79 on the canal lands; thence North $11^{\circ} 15' 30''$ East 457.69 feet to the corner of the 48.25 acre tract conveyed to Reader R. & Lena O. Chumney by deed recorded in Vol. 264, page 642, of the Tuscarawas County Deed Records; thence continuing North $11^{\circ} 15' 30''$ East 256.40 feet to the corner of said 38.47 acre tract conveyed to Union Camp Corporation; thence continuing N. $11^{\circ} 15' 30''$ East 350.84 feet to a point; thence North $38^{\circ} 12' 59''$ East 270.66 feet to the point of beginning, thence from said point of beginning South $78^{\circ} 49' 50''$ East, 206.62 feet to a point; thence South $11^{\circ} 38' 28''$ East 13.22 feet to a point; thence South $78^{\circ} 49' 50''$ east 362.34 feet to a point; thence North $11^{\circ} 38' 28''$ west, 724.14 feet to a point; thence South $78^{\circ} 21' 32''$ west 323.83 feet to a point; thence South $48^{\circ} 21' 32''$ west 117.77 feet to a point; thence South $11^{\circ} 10' 10''$ west, 254.43 feet to a point; thence South $11^{\circ} 38' 28''$ east 196.92 feet to the true place of beginning, containing 6.865 acres.

Situated in the Township of Dover, County of Tuscarawas, State of Ohio, being part of a 38.47 acre tract in the Second Quarter of Township Eight (8) Range Two (2) of the United States Military Lands conveyed to Union Camp Corporation, a Virginia Corporation by deed recorded in Vol. 478, page 274 of the Tuscarawas County Deed Records; and also being situated in the City of Dover, County of Tuscarawas, State of Ohio, being part of a 7.00 acre tract in the Second Quarter of Township Eight (8), Range Two (2) of the United States Military Lands conveyed to Union Camp Corporation, a Virginia Corporation, by deed recorded in Vol. 478 pages 256 and 257 of the Tuscarawas County Deed Records and being more fully described as follows:

Being an easement and beginning at a point on the north boundary of the 6.865 acre tract conveyed by Union Camp Corporation in the description contained herein, and said beginning point being South $78^{\circ} 21' 32''$ West, 40.00 feet from northeast corner of said 6.865 acre tract; thence from said beginning point for the next two courses with a 10.00 feet wide strip of land extending 5.00 feet to the right and 5.00 feet to the left of a line bearing North $11^{\circ} 38' 28''$ West, 421.22 feet to a point; thence North $78^{\circ} 21' 32''$ East, 162.00 feet to a point "A" (for description use only); thence with a 20.00 feet wide strip of land extending 10.00 feet to the right and 10.00 feet to the left of a line from point "A" continuing North $78^{\circ} 21' 32''$ East, to the low water mark on the west bank of the Tuscarawas River; thence from the low water mark on the east bank of the Tuscarawas River with a 20.00 feet wide strip of land extending 10.00 feet to the right and 10.00 feet to the left of a line from point "A" continuing North $78^{\circ} 21' 32''$ East to a point "B" (for description use only); said distance between point "A" to "B" is ~~255.28~~ 255.28 feet; thence from point "B" continuing North $78^{\circ} 21' 32''$ East with said 20.00 feet wide strip 11.72 feet to a point.

Also conveying another easement beginning at said point "B" for the next two courses with a 10.00 feet wide strip of land extending 5.00 feet to the right 5.00 feet to the left of a line bearing North $1^{\circ} 29' 28''$ West, 209.00 feet to a point; thence North $5^{\circ} 51' 32''$ East, 145.00 feet to a point.

201300011919
ARIEDNA CHEMICAL
PICK UP

EXHIBIT B

Legal Description of the "Restricted Areas"

Deed Restriction Description
November 17, 2005
SWMU 4

Situated in the City of Dover, Township of Dover, County of Tuscarawas and the State of Ohio and being a part of the Second Quarter Township, Township 8, Range 2 of the United States Military Survey and being more fully bounded and described as follows:

Beginning at the Northerly most corner of land now or formerly owned by Arizona Chemical Company by deed recorded in Volume 1047, page 2545 thru 2562 inclusive; thence South $35^{\circ}02'05''$ West, a distance of 655.12 feet to a point and being the principal **Place of Beginning** of the parcel of land herein described;

Course No. 1: thence South $36^{\circ}06'57''$ West, a distance of 37.41 feet to a point;

Course No. 2: thence South $06^{\circ}42'48''$ West, a distance of 42.34 feet to a point;

Course No. 3: thence North $84^{\circ}13'34''$ East, a distance of 32.71 feet to a point;

Course No. 4: thence South $23^{\circ}00'03''$ East, a distance of 6.49 feet to a point;

Course No. 5: thence South $65^{\circ}54'46''$ West, a distance of 8.32 feet to a point;

Course No. 6: thence South $21^{\circ}53'12''$ East, a distance of 22.60 feet to a point;

Course No. 7: thence South $04^{\circ}12'31''$ East, a distance of 38.82 feet to a point;

Course No. 8: thence South $21^{\circ}10'23''$ East, a distance of 62.08 feet to a point;

Course No. 9: thence South $06^{\circ}27'44''$ East, a distance of 52.53 feet to a point;

Course No. 10: thence South $61^{\circ}33'21''$ West, a distance of 31.75 feet to a point;

Course No. 11: thence South $28^{\circ}05'25''$ East, a distance of 81.82 feet to a point;

Course No. 12: thence South $16^{\circ}27'15''$ East, a distance of 21.46 feet to a point;

Course No. 13: thence South $75^{\circ}12'50''$ East, a distance of 26.76 feet to a point;

Course No. 14: thence South $21^{\circ}13'19''$ East, a distance of 76.73 feet to a point;

Course No. 15: thence South $67^{\circ}36'42''$ West, a distance of 37.93 feet to a point;

Course No. 16: thence North $22^{\circ}18'56''$ West, a distance of 44.55 feet to a point;

Course No. 17: thence South $66^{\circ}33'29''$ West, a distance of 51.43 feet to a point;

Course No. 18: thence South 37°44'25" West, a distance of 12.21 feet to a point;

Course No. 19: thence South 87°32'57" West, a distance of 19.23 feet to a point;

Course No. 20: thence North 17°41'32" West, a distance of 34.45 feet to a point;

Course No. 21: thence South 73°03'04" West, a distance of 40.61 feet to a point on the Easterly edge of the normal water line of the Tuscarawas River;

Course No. 22: thence North 16°27'42" West along the said normal water line of the Tuscarawas River, a distance of 31.95 feet to a point;

Course No. 23: thence North 12°32'29" West along the said normal water line of the Tuscarawas River, a distance of 58.44 feet to a point;

Course No. 24: thence North 02°01'42" West along the said normal water line of the Tuscarawas River, a distance of 102.88 feet to a point;

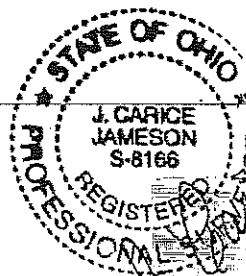
Course No. 25: thence North 04°16'15" East along the said normal water line of the Tuscarawas River, a distance of 83.44 feet to a point;

Course No. 26: thence North 00°14'32" West along the said normal water line of the Tuscarawas River, a distance of 84.43 feet to a point;

Course No. 27: thence North 02°32'42" East along the said normal water line of the Tuscarawas River, a distance of 84.93 feet to a point;

Course No. 28: thence North 83°12'02" East, a distance of 67.30 feet to a point;

Course No. 29: thence South 22°15'41" East, a distance of 36.07 feet to the **Place of Beginning** and containing 1.16 acres (50,402 square feet) of land, more or less.



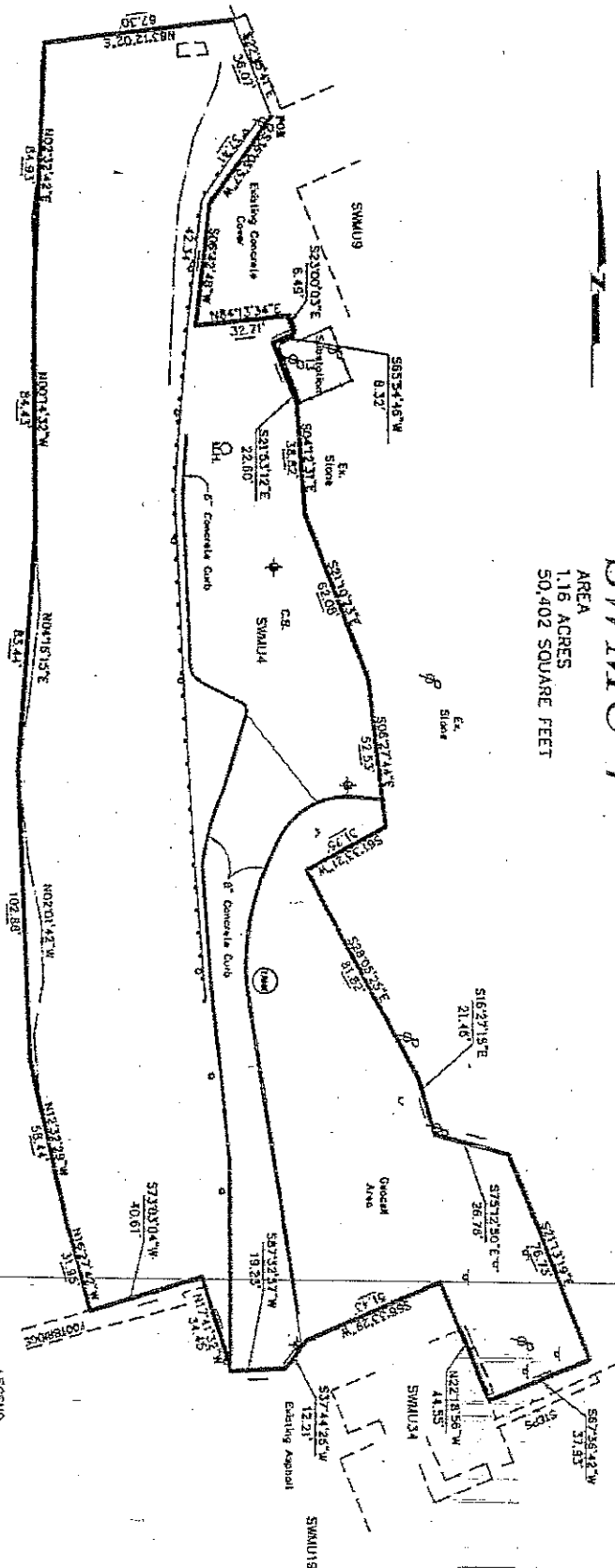
Jameson

BASIS OF BEARINGS:
OHIO STATE PLANE COORDINATES, NORTH ZONE



SWMU 4
AREA
1.16 ACRES
50,402 SQUARE FEET

TUSCARAWAS RIVER



LEGEND
Monitoring Well
Spp Post
Wood Guards
Sign

Drawn ADJ	Checked JCL	Date 11/16/05	Scale 1"=60'	Reviewed JCL
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W.E. Quicksall and Associates, Inc.
Civil Engineers
554 West High Ave., New Philadelphia, OH 44663
Phone: (330) 339-6676 Fax: (330) 339-2227

Deed Restriction Description
November 23, 2005
SWMU 19

Situated in the City of Dover, Township of Dover, County of Tuscarawas and the State of Ohio and being a part of the Second Quarter Township, Township 8, Range 2 of the United States Military Survey and being more fully bounded and described as follows:

Beginning at the Northerly most corner of land now or formerly owned by Arizona Chemical Company by deed recorded in Volume 1047, page 2545 thru 2562 inclusive; thence South 20°54'59" West, a distance of 1042.85 feet to the most southerly point of SWMU 4 and being the principal **Place of Beginning** of the parcel of land herein described;

Course No. 1: thence South 52°15'02" West, a distance of 1.88 feet to a point;

Course No. 2: thence South 22°33'41" East, a distance of 91.43 feet to a point;

Course No. 3: thence North 70°43'28" East, a distance of 27.54 feet to a point;

Course No. 4: thence South 22°17'13" East, a distance of 15.64 feet to a point;

Course No. 5: thence South 66°30'27" West, a distance of 6.64 feet to a point;

Course No. 6: thence South 10°16'12" East, a distance of 61.80 feet to a point;

Course No. 7: thence South 67°22'47" West, a distance of 35.50 feet to a point;

Course No. 8: thence South 22°32'04" East, a distance of 102.63 feet to a point;

Course No. 9: thence North 68°02'58" East, a distance of 30.36 feet to a point;

Course No. 10: thence South 17°21'23" East, a distance of 17.37 feet to a point;

Course No. 11: thence South 67°36'42" West, a distance of 32.51 feet to a point;

Course No. 12: thence South 22°37'49" East, a distance of 36.58 feet to a point;

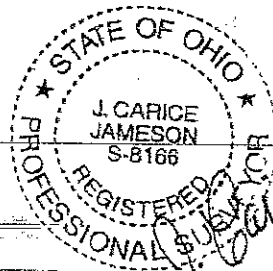
Course No. 13: thence North 68°28'37" East, a distance of 16.14 feet to a point;

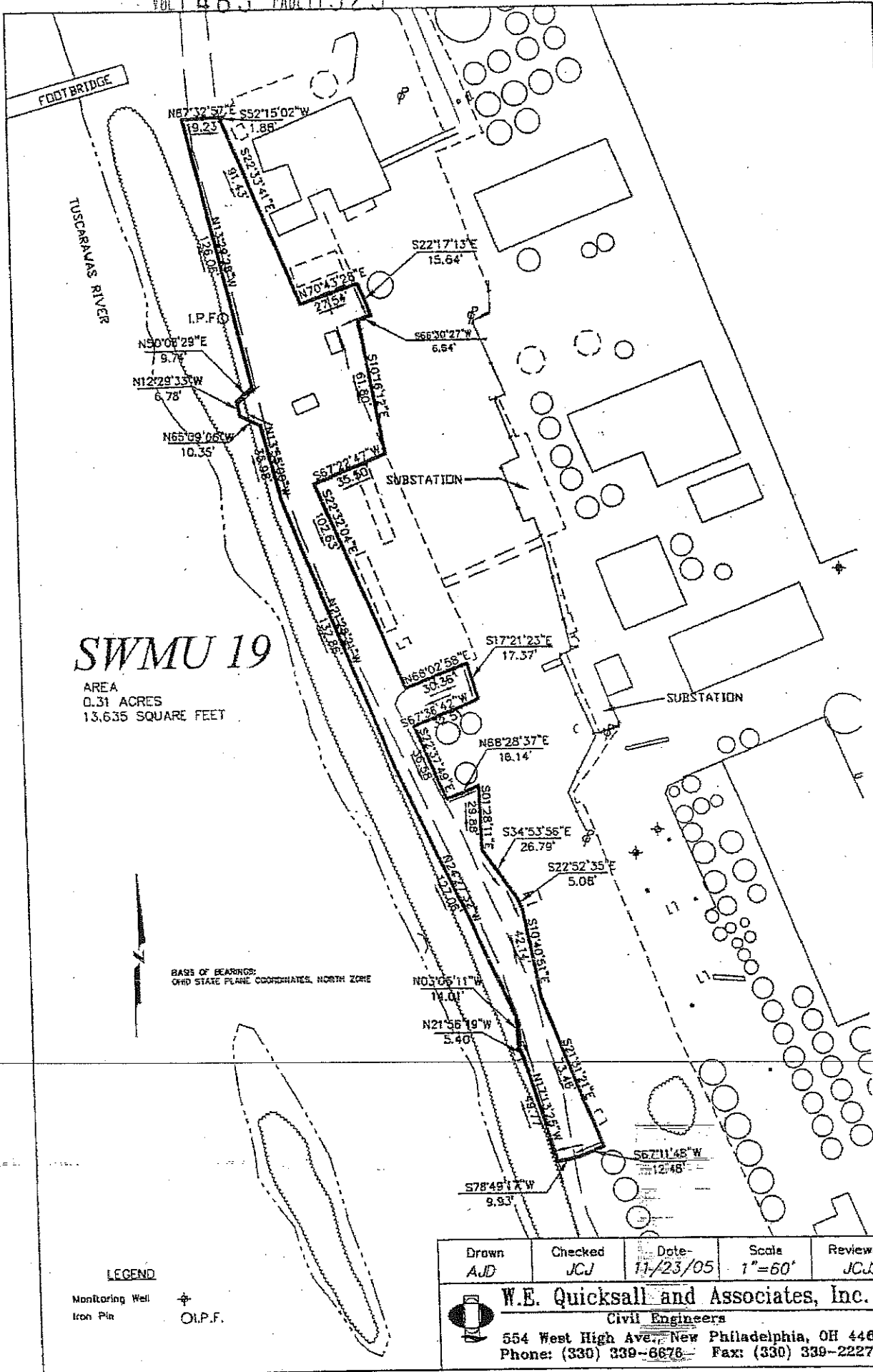
Course No. 14: thence South 01°28'11" East, a distance of 29.88 feet to a point;

Course No. 15: thence South 34°53'56" East, a distance of 26.79 feet to a point;

Course No. 16: thence South 22°52'35" East, a distance of 5.08 feet to a point;

- Course No. 17: thence South 10°40'51" East, a distance of 42.14 feet to a point;
- Course No. 18: thence South 21°31'21" East, a distance of 73.46 feet to a point;
- Course No. 19: thence South 67°11'48" West, a distance of 12.48 feet to a point;
- Course No. 20: thence South 78°49'17" West, a distance of 9.93 feet to a point;
- Course No. 21: thence North 17°13'25" West, a distance of 49.77 feet to a point;
- Course No. 22: thence North 21°56'19" West, a distance of 5.40 feet to a point;
- Course No. 23: thence North 03°05'11" West, a distance of 14.01 feet to a point;
- Course No. 24: thence North 24°27'32" West, a distance of 127.06 feet to a point;
- Course No. 25: thence North 21°28'21" West, a distance of 132.86 feet to a point;
- Course No. 26: thence North 13°55'00" West, a distance of 35.98 feet to a point;
- Course No. 27: thence North 65°09'06" West, a distance of 10.35 feet to a point;
- Course No. 28: thence North 12°29'33" West, a distance of 6.78 feet to a point;
- Course No. 29: thence North 50°08'29" East, a distance of 9.74 feet to a point;
- Course No. 30: thence North 13°29'28" West, a distance of 126.06 feet to a point;
- Course No. 31: thence North 87°32'57" East, a distance of 19.23 feet to the **Place of Beginning** and containing 0.31 acres (13,635 square feet) of land, more or less.





Drawn AJD	Checked JCJ	Date 11/23/05	Scale 1"=60'	Reviewed JCJ
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W.E. Quicksall and Associates, Inc.
 Civil Engineers
 554 West High Ave., New Philadelphia, OH 44683
 Phone: (330) 339-6676 Fax: (330) 339-2227

Deed Restriction Description
November 17, 2005
SWMU 22

Situated in the City of Dover, Township of Dover, County of Tuscarawas and the State of Ohio and being a part of the Second Quarter Township, Township 8, Range 2 of the United States Military District and being more fully bounded and described as follows:

Beginning at the Southerly most corner of land now or formerly owned by Arizona Chemical Company by deed recorded in Volume 1047, page 2545 thru 2562 inclusive; thence North 72°07'18" West, a distance of 457.62 feet to a point and being the principal **Place of Beginning** of the parcel of land herein described;

Course No. 1: thence North 79°59'19" West, a distance of 861.87 feet to a point;

Course No. 2: thence North 09°30'30" East, a distance of 480.30 feet to a point;

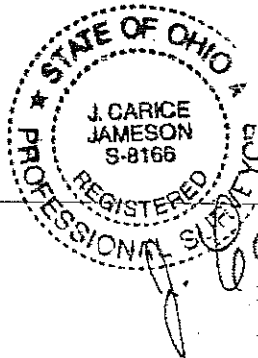
Course No. 3: thence North 43°31'50" East, a distance of 42.77 feet to a point;

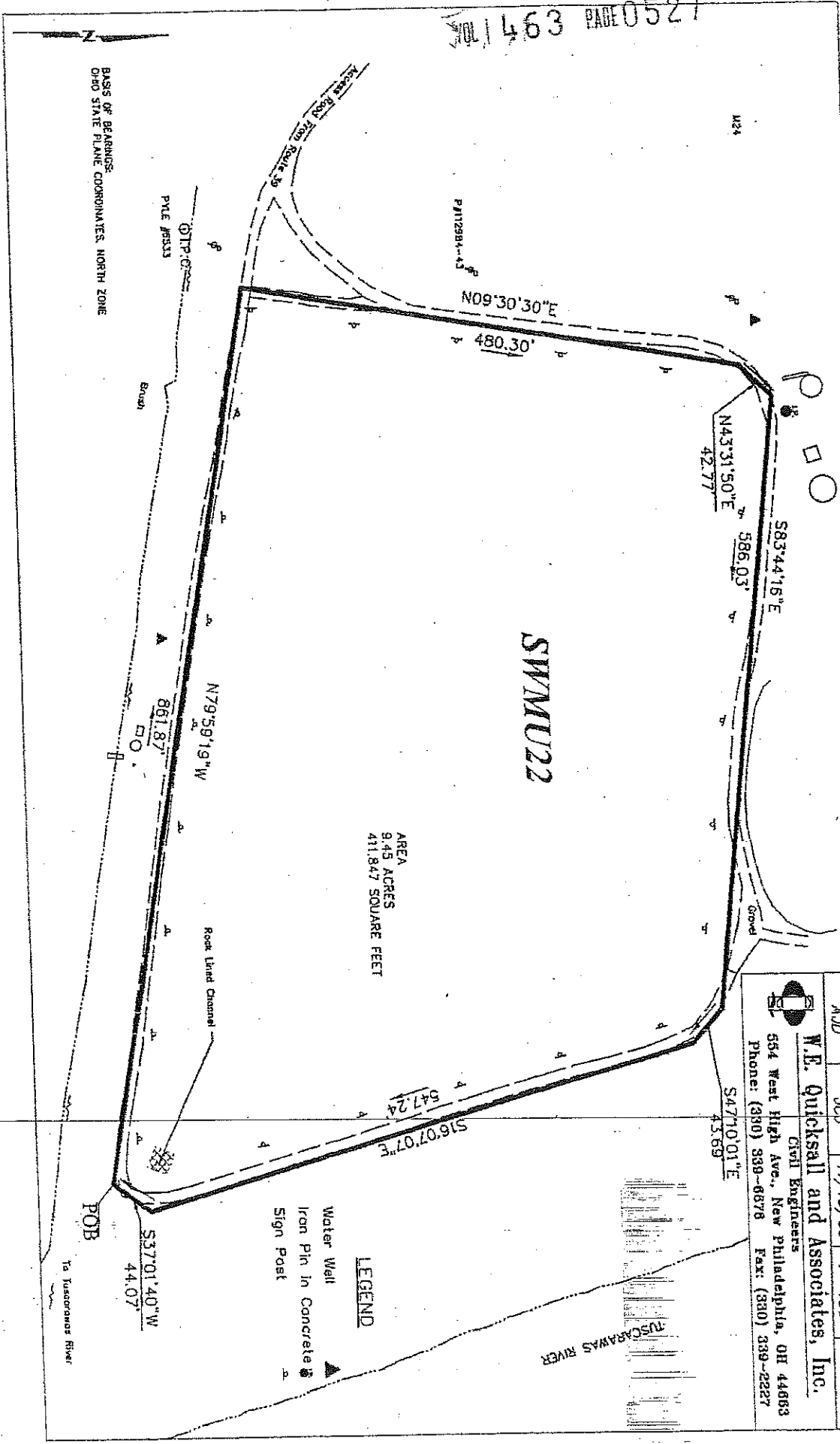
Course No. 4: thence South 83°44'16" East, a distance of 586.03 feet to a point;

Course No. 5: thence South 47°10'01" East, a distance of 43.69 feet to a point;

Course No. 6: thence South 16°07'07" East, a distance of 547.24 feet to a point;

Course No. 7: thence South 37°01'40" West, a distance of 44.07 feet to the **Place of Beginning** and containing 9.45 acres (411,847 square feet) of land, more or less.






BASES OF BEARINGS:
OHIO STATE PLANE COORDINATES, NORTH ZONE

AREA
9.45 ACRES
411,847 SQUARE FEET

Water Well
Iron Pin in Concrete
Sign Post

LEGEND

Drawn A/D	Checked JCU	Date 11/16/05	Scale 1"=150'	Reviewed JCU
 W.F. Quicksall and Associates, Inc. Civil Engineers 554 West High Ave., New Philadelphia, OH 44663 Phone: (330) 339-6876 Fax: (330) 339-2227				

TUSCARAWAS RIVER

POB
To Tuscarawas River

S37°01'40"W
44.07'

S16°07'07"E
547.24'

S47°10'01"E
43.89'

N79°59'19"W
861.87'

N09°30'30"E
480.30'

S83°44'16"E
586.03'
N43°31'50"E
42.77'

P112984-43

M24

GEORGE A. FIEDLER & ASSOCIATES

CONSULTING ENGINEERS

POST OFFICE BOX 149

TELEPHONE 330/354-2122

DOVER, OHIO 44622

Associates

DONALD R. DUMMERMUTH
Professional Engineer

DANIEL R. DUMMERMUTH
Professional Engineer

JOHN E. SIBLA
Professional Surveyor

RICHARD B. SWARTZBAUGH
Professional Surveyor

Deed Restriction Description

9 June 2011

SWMU 29

Situated in the City of Dover, Township of Dover, County of Tuscarawas and the State of Ohio, being a part of the Second Quarter of Township 8, Range 2 of the United States Military District and part of an 104.610 acres tract conveyed to Arizona Chemical Company, a Delaware corporation, by deed recorded in Official Records Volume 1047, Pages 2545 to 2562 of the Tuscarawas County Deed Records and being more fully described as follows:

Beginning at an iron pin found at the southeast corner of a former 8.10 acres tract described in said 104.610 acres tract deed and a part of said 104.610 acres tract, on the westerly right of way line of the R. J. Conman Railroad Co. and on the common City of Dover Corporation Line and Goshen Township Line;

thence North $33^{\circ}-05'-14''$ West, 547.76 feet to a point at the most southeasterly corner of SWMU 29 and at the point of beginning of the parcel of land herein described;

thence North $68^{\circ}-41'-29''$ West, 9.89 feet to a point;

thence North $18^{\circ}-23'-05''$ West, 10.02 feet to a point;

thence South $72^{\circ}-14'-52''$ West, 13.40 feet to a point;

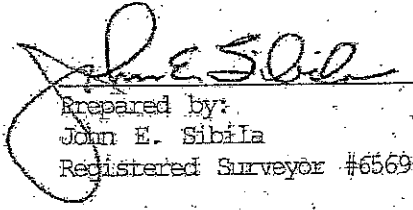
thence South $18^{\circ}-08'-09''$ East, 10.01 feet to a point;

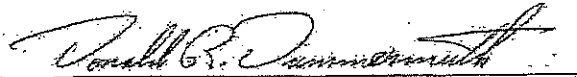
thence South $72^{\circ}-02'-21''$ West, 17.38 feet to a point;

thence North 18°-08'-37" West, 19.96 feet to a point;

thence North 72°-05'-19" East, 40.71 feet to a point;

thence South 18°-06'-15" East, 19.41 feet to the point of beginning, containing 0.016 of an acre or 675.42 square feet.


Prepared by:
John E. Sibia
Registered Surveyor #6569

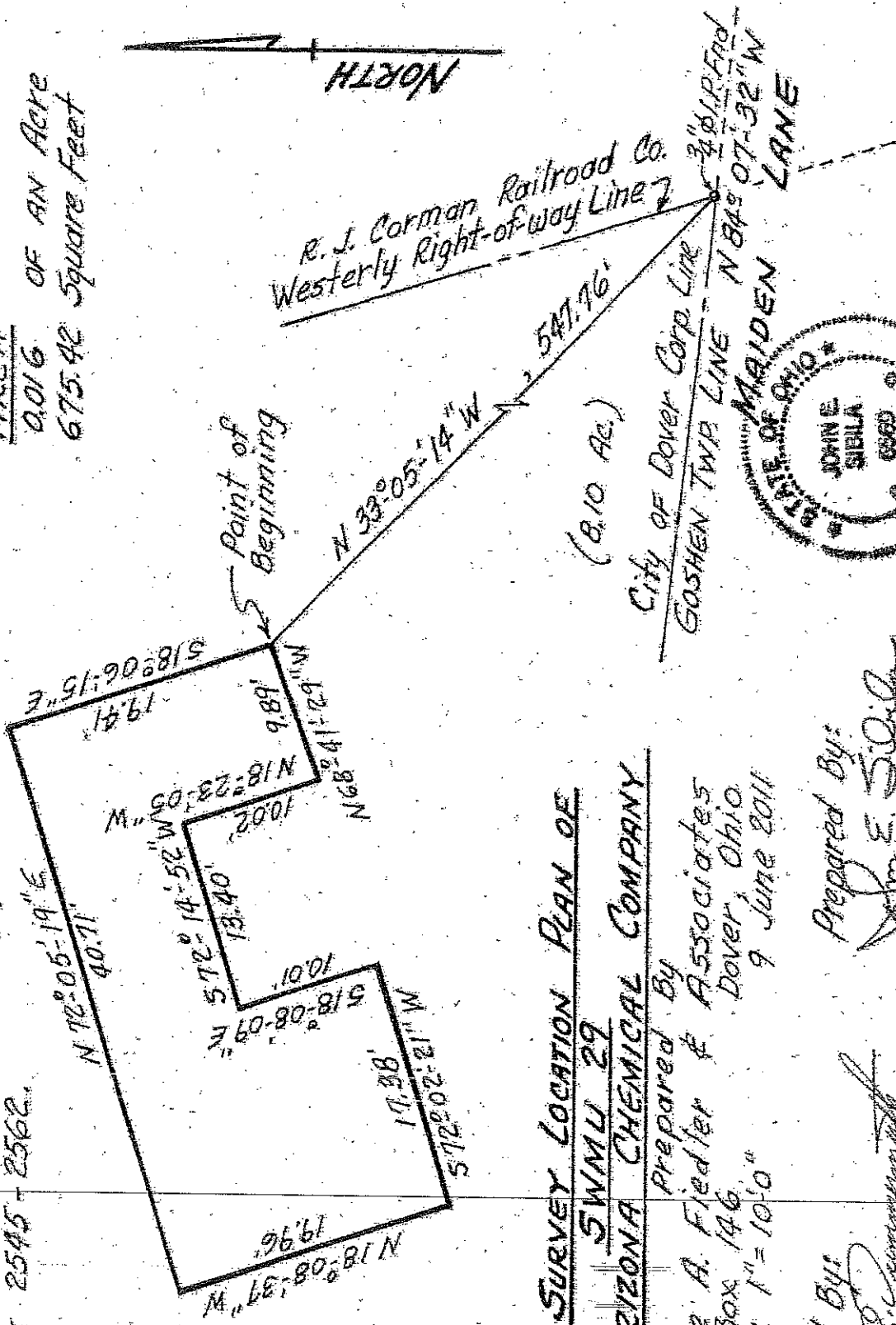

Checked by:
Donald R. Dummermuth
Registered Surveyor #5075



Bearing Reference:
South Boundary line of an 8.10 acre tract of
City of Dover Corporation Line, N84°-07'-32"W
Recorded in O.R. Volume 1047,
Pages 2545 - 2562.

SWMLL 29

AREA
0.016 OF AN Acre
675.42 Square Feet



NORTH

R. J. Corman Railroad Co.
Westerly Right-of-way Line

(8.10 Ac.)

City of Dover Corp. Line
GASHEN TWP LINE

MAIDEN LANE



SURVEY LOCATION PLAN OF SWMLL 29 ARIZONA CHEMICAL COMPANY

Prepared By
George A. Fiedler & Associates
Dover, Ohio
9 June 2011
Scale: 1" = 10' 0"

Checked By:
Donald E. Dummermuth
Donald E. Dummermuth
Registered Surveyor #5015

Prepared By:
John E. Sibila
John E. Sibila
Registered Surveyor #6569

Deed Restriction Description

November 17, 2005

SWMU 34

Situated in the City of Dover, Township of Dover, County of Tuscarawas and the State of Ohio and being a part of the Second Quarter Township, Township 8, Range 2 of the United States Military District and being more fully bounded and described as follows:

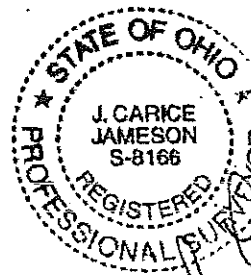
Beginning at the Northerly most corner of land now or formerly owned by Arizona Chemical Company by deed recorded in Volume 1047, page 2545 thru 2562 inclusive; thence South 16°15'59" West a distance of 1047.96 feet to a point and being the principal **Place of Beginning** of the parcel of land herein described;

Course No. 1: thence South 67°09'02" West, a distance of 55.94 feet to a point;

Course No. 2: thence North 22°50'58" West, a distance of 69.84 feet to a point;

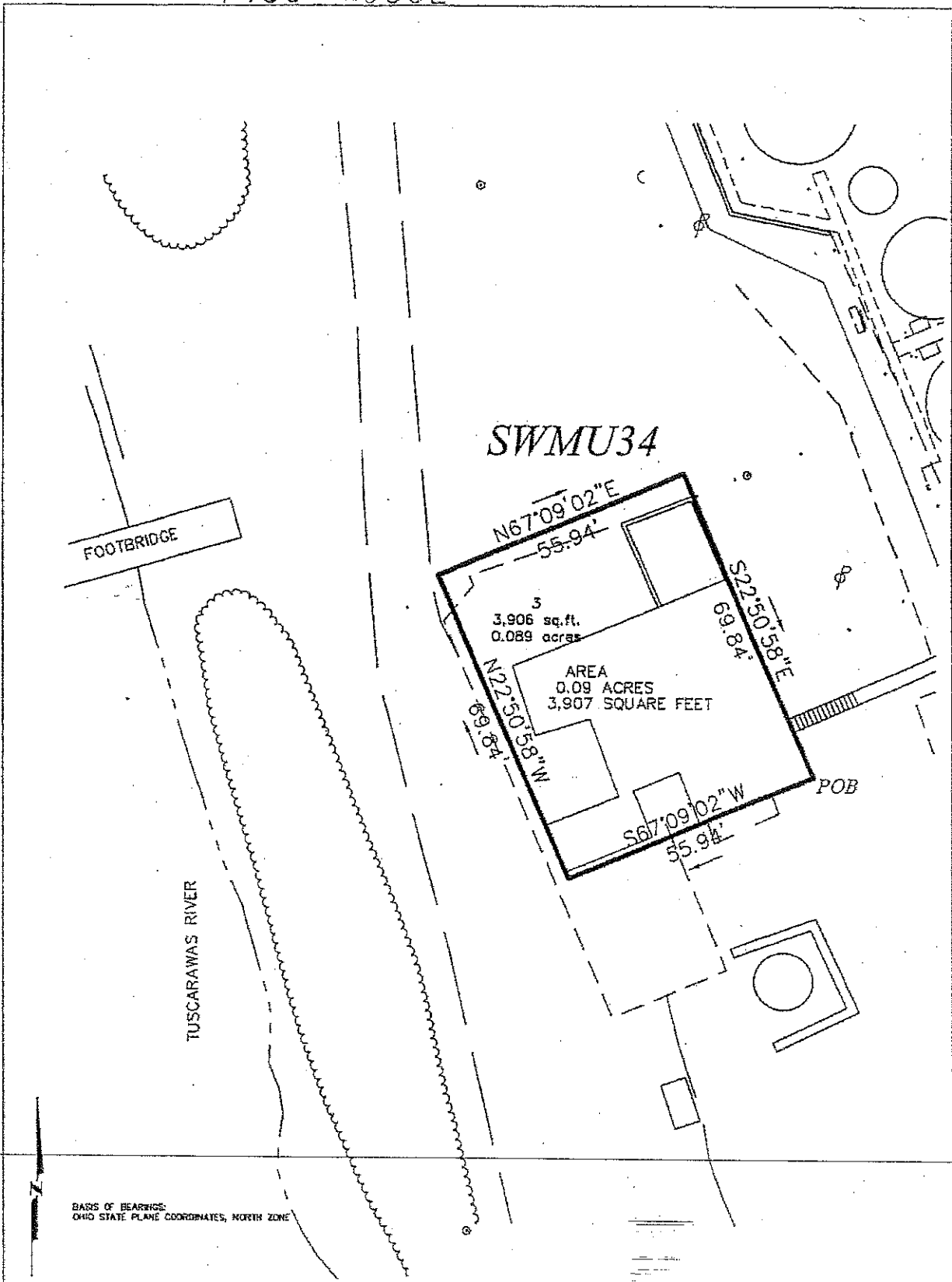
Course No. 3: thence North 67°09'02" East, a distance of 55.94 feet to a point;

Course No. 4: thence South 22°50'58" East, a distance of 69.84 feet to the **Place of Beginning** and containing 0.09 acres (3,907 square feet) of land, more or less.



J. Carice Jameson





BASIS OF BEARINGS:
 OHIO STATE PLANE COORDINATES, NORTH ZONE

Drawn AJD	Checked JCJ	Date 11/16/05	Scale 1"=30'	Reviewed JCJ
W.E. Quicksall and Associates, Inc. Civil Engineers 554 West High Ave., New Philadelphia, OH 44663 Phone: (330) 339-6676 Fax: (330) 339-2227				

Deed Restriction Description
November 30, 2005
SWMU 36 & 9

Situated in the City of Dover, Township of Dover, County of Tuscarawas and the State of Ohio and being a part of the Second Quarter Township, Township 8, Range 2 of the United States Military Survey and being more fully bounded and described as follows:

Beginning at the Northerly most corner of land now or formerly owned by Arizona Chemical Company by deed recorded in Volume 1047, page 2545 thru 2562 inclusive; thence South $35^{\circ}02'05''$ West, a distance of 655.12 feet to a point on the east line of SWMU 4 and being the principal **Place of Beginning** of the parcel of land herein described;

Course No. 1: thence North $68^{\circ}06'30''$ East, a distance of 97.19 feet to a point;

Course No. 2: thence North $23^{\circ}26'23''$ West, a distance of 21.51 feet to a point;

Course No. 3: thence North $63^{\circ}53'27''$ East, a distance of 13.34 feet to a point;

Course No. 4: thence South $31^{\circ}46'19''$ East, a distance of 131.72 feet to a point;

Course No. 5: thence South $67^{\circ}35'40''$ West, a distance of 18.93 feet to a point;

Course No. 6: thence North $22^{\circ}21'54''$ West, a distance of 18.89 feet to a point;

Course No. 7: thence South $73^{\circ}36'31''$ West, a distance of 21.53 feet to a point;

Course No. 8: thence North $23^{\circ}50'01''$ West, a distance of 54.49 feet to a point;

Course No. 9: thence South $71^{\circ}17'40''$ West, a distance of 37.96 feet to a point;

Course No. 10: thence North $65^{\circ}54'20''$ West, a distance of 5.16 feet to a point;

Course No. 11: thence South $70^{\circ}28'37''$ West, a distance of 23.95 feet to a point;

Course No. 12: thence South $21^{\circ}55'47''$ East, a distance of 4.17 feet to a point;

Course No. 13: thence South $68^{\circ}18'08''$ West, a distance of 27.20 feet to a point;

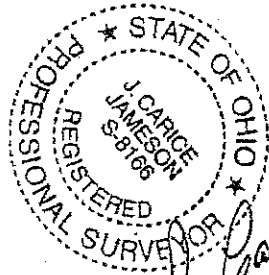
Course No. 14: thence South $22^{\circ}01'19''$ East, a distance of 37.59 feet to a point;

Course No. 15: thence South $70^{\circ}42'41''$ West, a distance of 18.23 feet to a point;

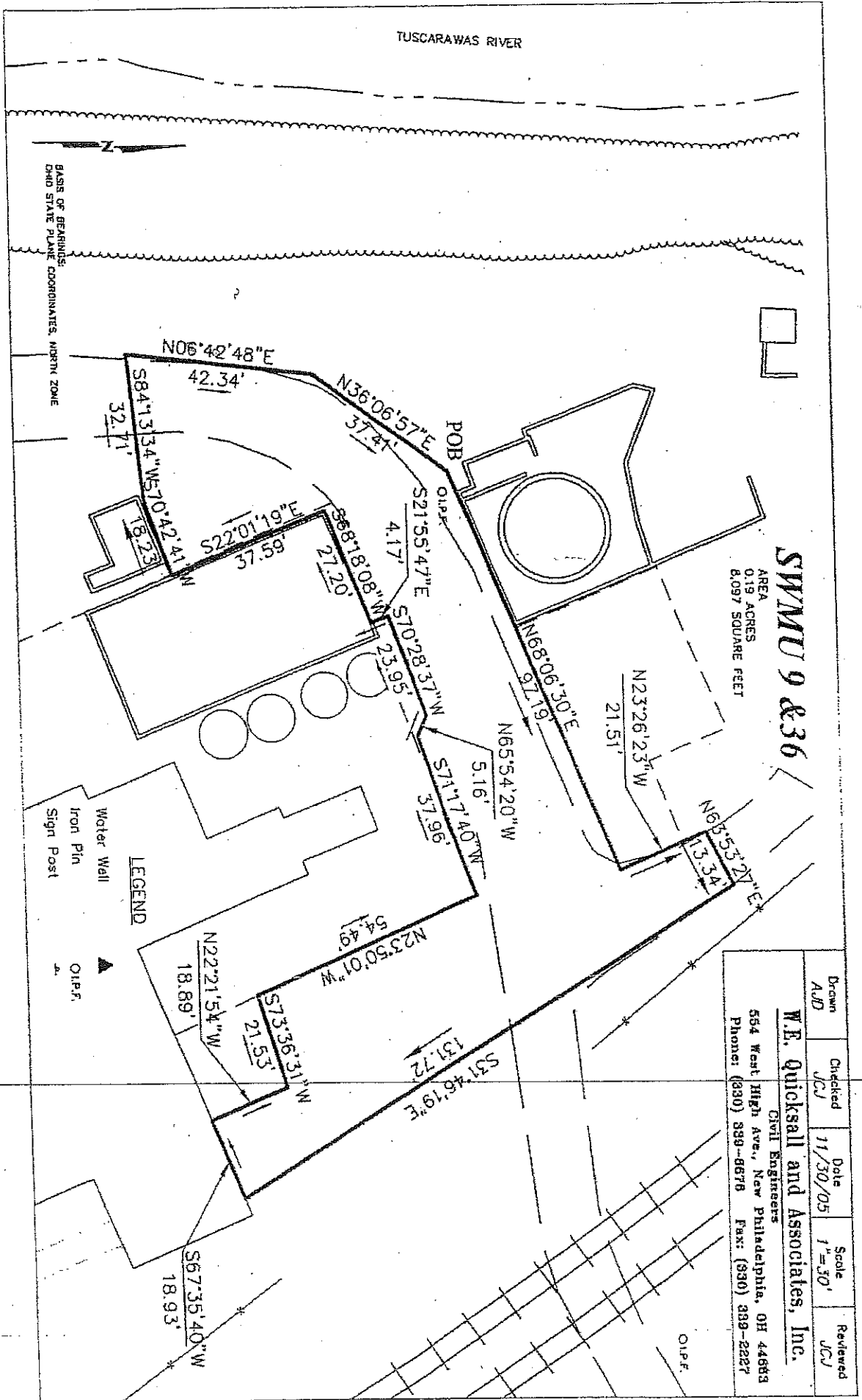
Course No. 16: thence South $84^{\circ}13'34''$ West, a distance of 32.71 feet to a point;

Course No. 17: thence North $06^{\circ}42'48''$ East, a distance of 42.34 feet to a point;

Course No. 18: thence North $36^{\circ}06'57''$ East, a distance of 37.41 feet to the **Place of Beginning** and containing 0.19 acres (8097 square feet) of land, more or less.



J. Carice Jameson



SWMU 9 & 36

AREA
0.19 ACRES
8,097 SQUARE FEET

Drawn	Checked	Date	Scale	Reviewed
AJD	JCJ	11/30/05	1"=30'	JCJ

W.E. Quicksall and Associates, Inc.
 Civil Engineers
 554 West High Ave., New Philadelphia, OH 44883
 Phone: (330) 399-8678 Fax: (330) 399-2227

Deed Restriction Description
November 17, 2005
AOC B

Situated in the City of Dover, Township of Dover, County of Tuscarawas and the State of Ohio and being a part of the Second Quarter Township, Township 8, Range 2 of the United States Military District and being more fully bounded and described as follows:

Beginning at the Northerly most corner of land now or formerly owned by Arizona Chemical Company by deed recorded in Volume 1047, page 2545 thru 2562 inclusive; thence South 40°33'38" West, a distance of 2.08 feet to a point and being the principal **Place of Beginning** of the parcel of land herein described;

Course No. 1: thence South 01°54'11" West, a distance of 404.04 feet to a point;

Course No. 2: thence South 63°06'28" West, a distance of 152.62 feet to a point;

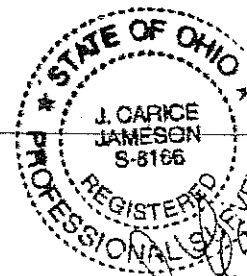
Course No. 3: thence North 33°42'01" West, a distance of 44.44 feet to a point;

Course No. 4: thence North 40°29'25" West, a distance of 100.41 feet to a point

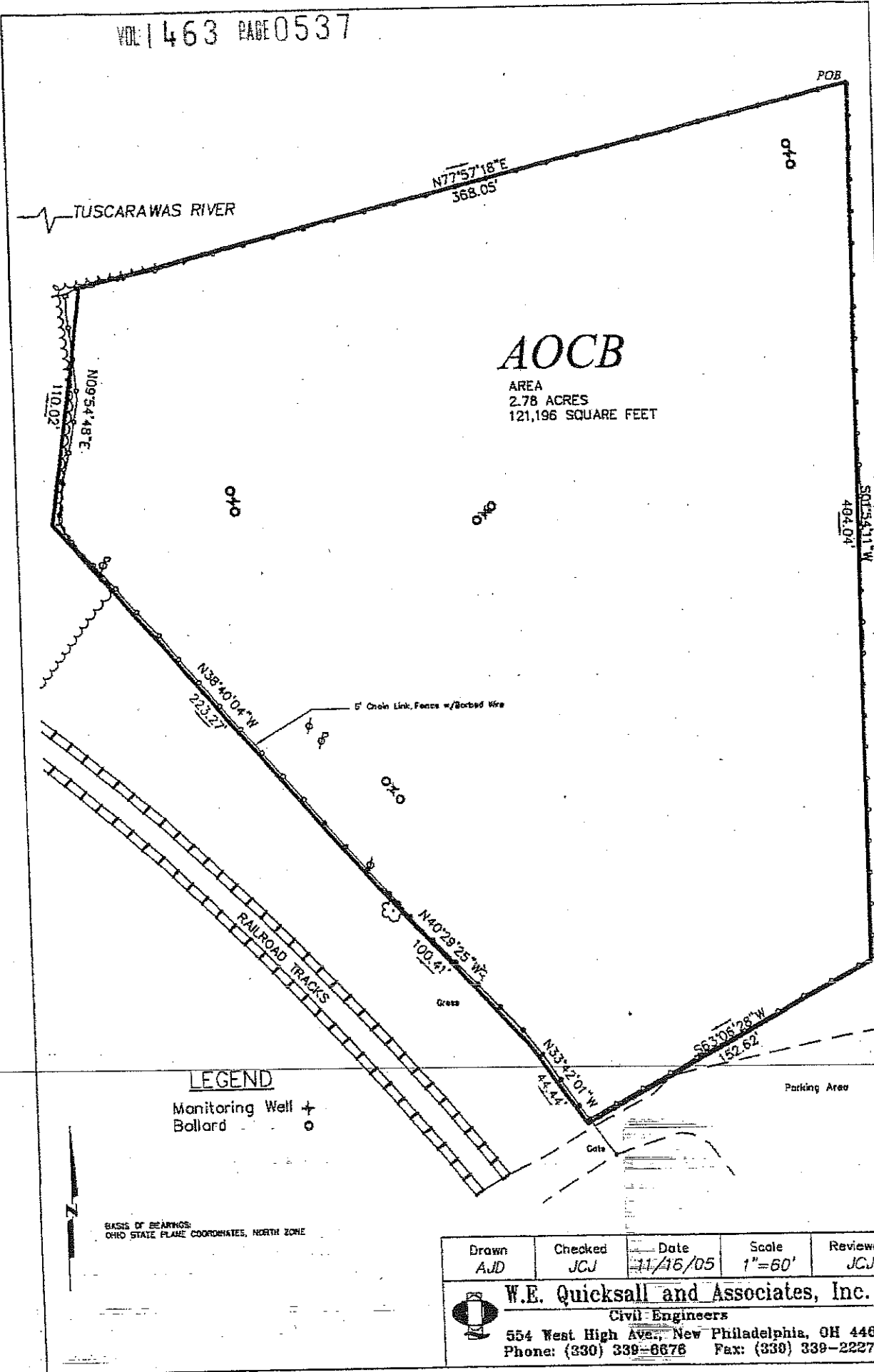
Course No. 5: thence North 38°40'04" West, a distance of 223.27 feet to a point;

Course No. 6: thence North 09°54'48" East, a distance of 110.02 feet to a point;

Course No. 7: thence North 77°57'18" East, a distance of 368.05 feet to the **Place of Beginning** and containing 2.78 acres (121,196 square feet) of land, more or less.



J. Carice Jameson



AOCB

AREA
2.78 ACRES
121,196 SQUARE FEET

LEGEND

Monitoring Well +
Bollard o

BASIS OF BEARINGS:
OHIO STATE PLANE COORDINATES, NORTH ZONE

Drawn AJD	Checked JCJ	Date 11/16/05	Scale 1"=60'	Reviewed JCJ
W.E. Quicksall and Associates, Inc. Civil Engineers 554 West High Ave., New Philadelphia, OH 44663 Phone: (330) 339-6676 Fax: (330) 339-2227				

EXHIBIT C-1

Map of the Property

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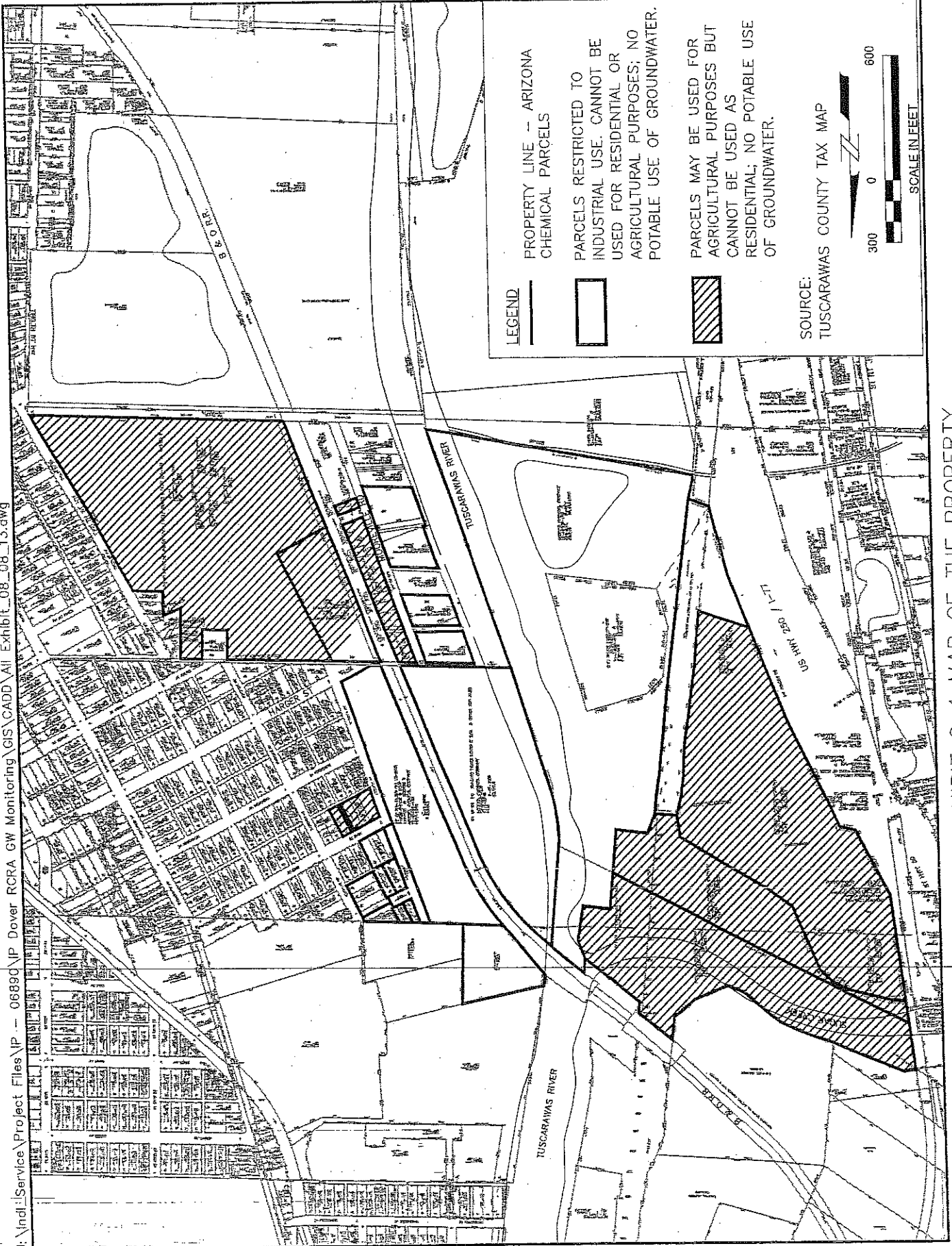


EXHIBIT C-1 MAP OF THE PROPERTY

EXHIBIT C-2

Map of the Restricted Areas

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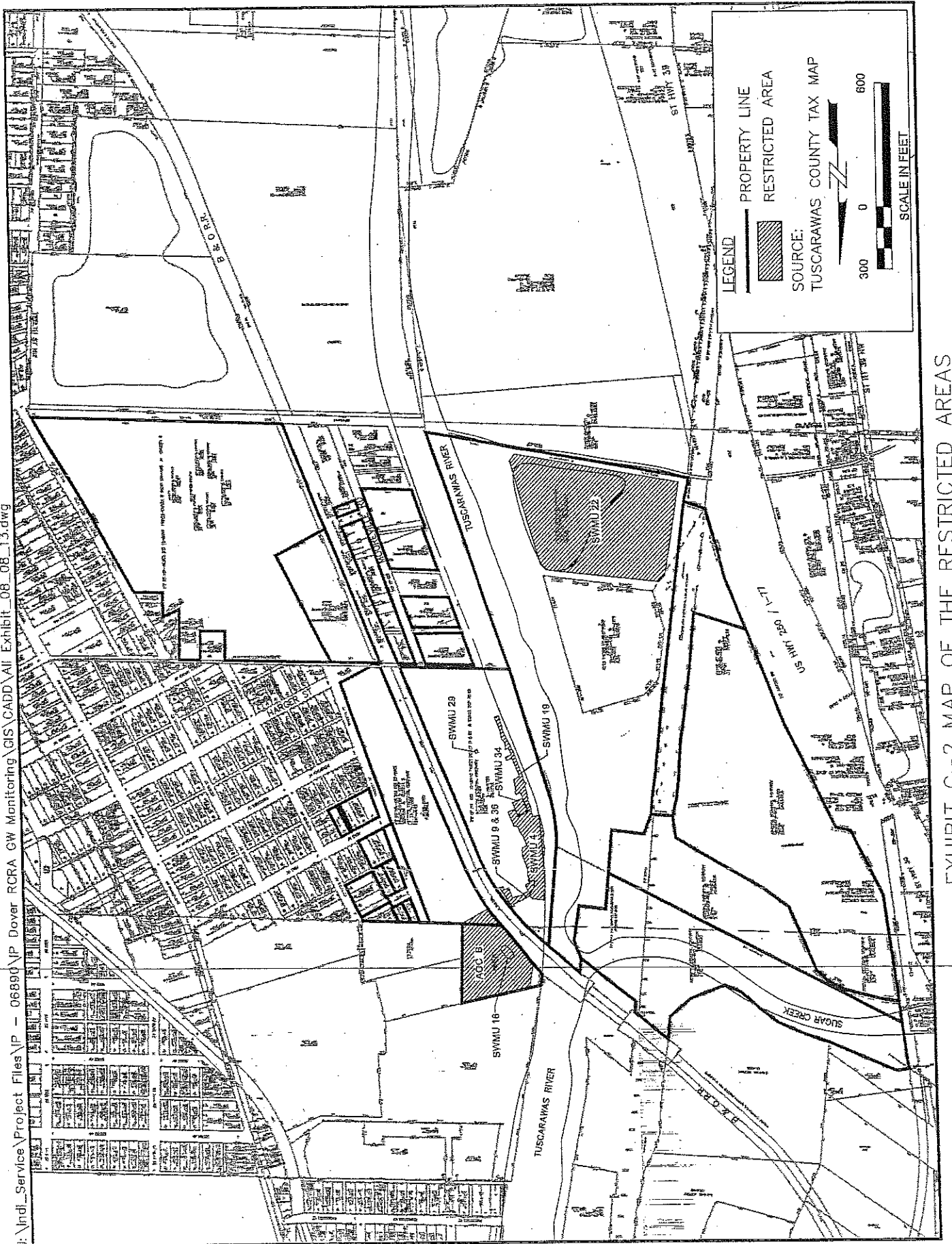


EXHIBIT C-2 MAP OF THE RESTRICTED AREAS

EXHIBIT C-3.1

Map of all SWMU and Area of Concern Locations

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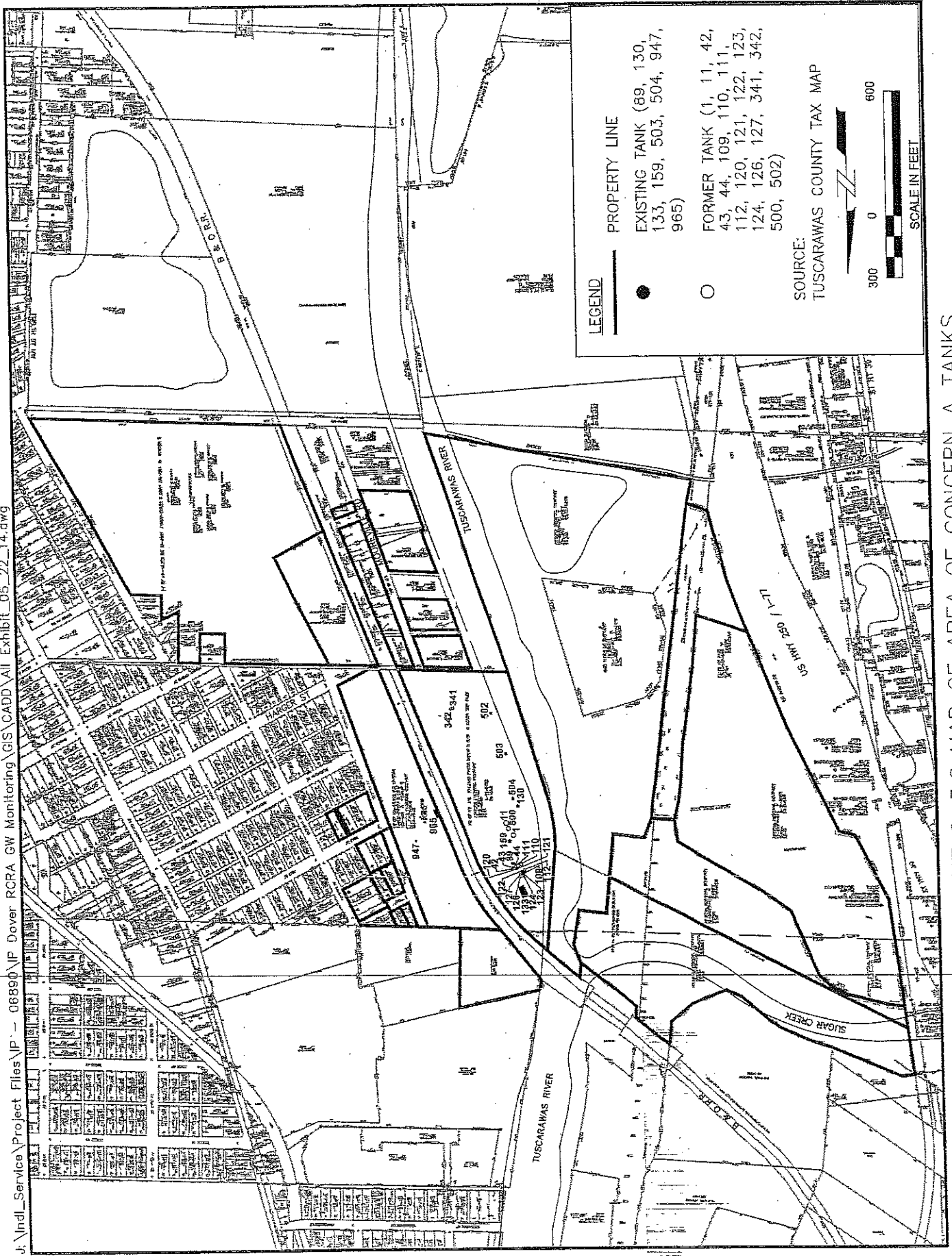


EXHIBIT C-3.1 MAP OF ALL SWMUs, AREAS OF CONCERN, SPILLS

EXHIBIT C-3.2

Map of Area of Concern A Tanks

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LEGEND

- PROPERTY LINE
- EXISTING TANK (89, 130, 133, 159, 503, 504, 947, 965)
- FORMER TANK (1, 11, 42, 43, 44, 109, 110, 111, 112, 120, 121, 122, 123, 124, 126, 127, 341, 342, 500, 502)

SOURCE:
TUSCARAWAS COUNTY TAX MAP

300 0 600
SCALE IN FEET

EXHIBIT C-3.2 MAP OF AREA OF CONCERN A TANKS

EXHIBIT C-3.3

Map of SWMU 15 Sewers

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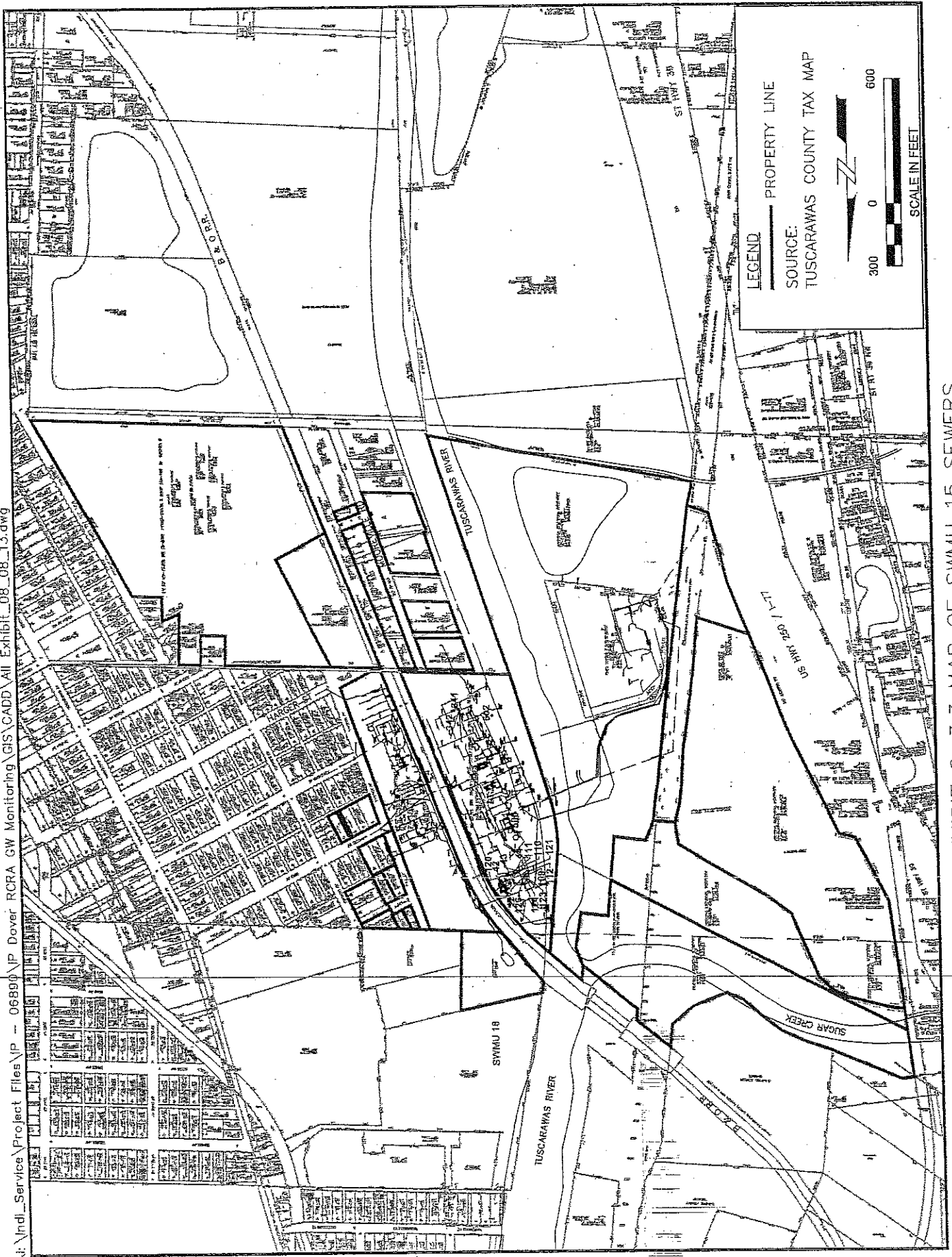


EXHIBIT C-3.3 MAP OF SWMU 15 SEWERS

EXHIBIT D

Notice upon Conveyance of Property or any Portion thereof other than the Restricted Areas

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 2014, AND AN ADMINISTRATIVE ORDER ON CONSENT (AOC) DATED NOVEMBER 15, 1999. THE ENVIRONMENTAL COVENANT WAS RECORDED IN TUSCAWARAS COUNTY RECORDER ON _____, 2014, IN [DOCUMENT _____ OR BOOK _____, PAGE _____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS AND ACCESS RIGHTS:

1. The Property shall not be used in any manner that would interfere with or adversely affect the integrity or protectiveness of the corrective measures which have been implemented or which will be implemented pursuant to the Administrative Order on Consent ("AOC" - Exhibit D.1) entered on November 15, 1999 unless the written consent of the United States Environmental Protection Agency (U.S. EPA) to such use is first obtained. The Property covered by this Notice is identified in Exhibit D.2 with its legal description identified in Exhibit D.3
2. No water wells will be installed on the Property for potable use. In no event shall the ground water at the Property be used as a potable supply of water.
3. Any future use of the Property must be protective of human health and the environment and is the sole responsibility of the Owner and/or Transferee to ensure the use is solely and exclusively consistent with the implemented corrective measures for the Restricted Areas. The Restricted Areas are identified in Exhibit E.2 with its legal description identified in Exhibit E.3.
4. In the event that any activity by the holder of an encumbrance constitutes a violation of the use and activity restrictions contained in this covenant, Owner and/or Transferee shall notify U.S. EPA within thirty (30) days of becoming aware of the event, and shall remedy the breach of the covenant within sixty (60) days of becoming aware of the event, or such other time frame as may be agreed to by the Owner and/or Transferee and U.S. EPA.
5. Owner and every subsequent Transferee shall notify U.S. EPA within thirty (30) days after each conveyance of an interest in 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, a legal description of the Property being transferred, a survey map of the Property being transferred; and the closing date of the transfer of ownership of the Property.
6. The U.S. EPA and the Holder (Arizona Chemical Company, LLC whose address is 875 Harger Street, Dover, OH) have an unrestricted right of access to the Property to take any action authorized by law; any action related to implementation, oversight or enforcement of this Environmental Covenant, the AOC, the Final Decision Document and Response to Comments for selection of the Corrective Measures at the Property dated March 1, 1999, (FDDRC - Exhibit D.4), the Operation, Maintenance and Monitoring Manual dated September 29, 2005 (OMMM - Exhibit

D.5), and subsequent versions of the Operation, Maintenance and Monitoring Manual approved by U.S. EPA, or any action otherwise necessary to protect human health and the environment. Such rights of access, include but are not limited to obtaining samples; inspecting or copying records, operating logs, contracts or other documents; surveying and making soil tests of the Property; locating utility lines; digging or disturbing the surface of the Property; and/or construction of barriers or other appurtenance to the land that may be necessary to protect human health and the environment. The access rights do not limit any statutory authority of the U.S. EPA nor do they provide any rights against the U.S. EPA.

7. Owner covenants that the Property may only be used for Industrial/Commercial Activities, Agricultural Activities, or Nonresidential Activities. The Property shall not be used for Residential and Other Prohibited Activities. Any portion of the Property that has been used for the disposal of solid or hazardous wastes will not be used for Agricultural Activities.

Industrial/Commercial Activities This term includes, but is not limited to: (a) wholesale and retail sales and service activities including, but not limited to retail stores, and automotive fuel, sales and service facilities; (b) governmental, administrative and general office activities, (c) manufacturing, processing, packaging, handling and warehousing activities, including, but not limited to, production, storage and sales of durable goods and other products; (d) research and development, including all ancillary and supporting activities incident thereto; (e) other office and warehousing activities, including but not limited to production, processing, storage and sales of chemicals, chemical intermediates, blendstocks, feedstocks and/or by-products, durable goods; (f) activities which are consistent with or similar to the above listed activities together with related parking areas and driveways, but excludes Residential and Other Prohibited Activities.

Nonresidential Activities This term includes activities not defined as Residential and Other Prohibited Activities.

Residential and Other Prohibited Activities This term includes, but is not limited to: (a) single and multi-family dwellings and rental units; (b) day care centers and preschools; (c) educational and religious facilities; (d) hospitals, assisted living facilities and other extended care medical facilities and medical and dental offices; (e) restaurants and other food and beverage services (e.g., food stores, restaurants and banquet facilities); (f) indoor or outdoor entertainment and recreational facilities; (g) hotel and motels; and (h) transient or other residential facilities.

Agricultural Activities This term includes, but is not limited to, (1) production of animal or vegetable life for human or animal consumption; (2) pasturing and grazing of livestock; and (3) cropping, cultivation, and harvesting of plants.

8. U.S. EPA maintains two Administrative Records related to the corrective measures for this site. U.S. EPA maintains an Administrative Record for the final selection of the corrective measures ("FDDRC Administrative Record) and for the administrative order on consent ("AOC Administrative Record"). U. S. EPA maintains the FDDRC Administrative Record and the AOC Administrative Record at:

U.S. EPA, Region 5
RCRA Records Center, 7th Floor
77 West Jackson Blvd.
Chicago, Illinois 60604-3590

EXHIBIT D.1

Administrative Order on Consent (AOC) November 15, 1999

(AOC not recorded here; to be provided as part of the Conveyance of Interest)

Faint, illegible text or markings located in the bottom right corner of the page.

EXHIBIT D.2

Map of the "Property"

(Exhibit C.1 not duplicated here; to be provided as part of the Conveyance of Interest)

NOTE: If only a portion of the property is conveyed, then this Exhibit will require modification to show only the parcel(s) conveyed.

Faint, illegible text or markings at the bottom right corner of the page.

EXHIBIT D.4

**Final Decision Document and Response to Comments for selection of the Corrective
Measures at the Property (FDDRC) March 1, 1999**

(FDDRC not recorded here; to be provided as part of the Conveyance of Interest)

EXHIBIT E

Notice upon Conveyance of Restricted Areas or any Portion thereof

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 2014, AND AN ADMINISTRATIVE ORDER ON CONSENT (AOC) DATED NOVEMBER 15, 1999. THE ENVIRONMENTAL COVENANT WAS RECORDED IN TUSCAWARAS COUNTY RECORDER ON _____, 2014, IN [DOCUMENT _____ OR BOOK _____, PAGE _____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS AND ACCESS RIGHTS:

1. The Restricted Areas (SWMUs 4, 9, 18, 19, 22, 29, 34, and Area of Concern B shall not be used in any manner that would interfere with or adversely affect the integrity or protectiveness of the corrective measures which have been implemented or which will be implemented pursuant to the Administrative Order on Consent ("AOC" - Exhibit E.1) entered on November 15, 1999 unless the written consent of the United State Environmental Protection Agency (U.S. EPA) to such use is first obtained. The Restricted Areas covered by this Notice are identified in Exhibit E.2 with its legal description identified in Exhibit E.2.

2. No water wells will be installed on the Property for potable use. In no event shall the ground water at the Property be used as a potable supply of water.

3. Owner covenants that any portion of the Property that has been used for the disposal of solid or hazardous wastes will not be used for agricultural purposes.

4. Any future use of the Restricted Areas must be protective of human health and the environment and it is the sole responsibility of the Owner and/or Transferee to ensure the use is solely and exclusively consistent with the implemented corrective measures for the Restricted Areas.

5. In the event that any activity by the holder of an encumbrance constitutes a violation of these use and activity restrictions, Owner and/or Transferee shall notify U.S. EPA within thirty (30) days of becoming aware of the event, and shall remedy the breach of the covenant within sixty (60) days of becoming aware of the event, or such other time frame as may be agreed to by the Owner or Transferee and U.S. EPA.

6. Owner and every subsequent Transferee shall notify U.S. EPA within thirty (30) days after each conveyance of an interest in any portion of the Restricted Areas. The notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, a legal description of the portion of the Restricted Areas being transferred, a survey map of the portion of the Restricted Areas being transferred; and the closing date of the transfer of ownership of the portion of the Restricted Areas.

7. No Owner or Transferee may make changes in the use of the Restricted Areas, or may make applications for building permits for, or proposals for any work in the Restricted Areas without first

providing notice to U.S. EPA and obtaining its approval or consent thereto. The Owner and its successors maintain the right to disturb cap covers as necessary to perform emergency repair work on utilities that extend beneath the caps. All emergency repair work and cover restoration will be conducted in accordance with conditions and specifications detailed in the OMMM. Following completion of the utility work, the U.S. EPA will be notified in writing of the actions taken and the final restored condition of the cap.

8. The U.S. EPA and the Holder (Arizona Chemical Company, LLC whose address is 875 Harger Street, Dover, Ohio) have an unrestricted right of access to the Restricted Areas to take any action authorized by law; any action related to implementation, oversight or enforcement of this Environmental Covenant, the AOC, the Final Decision Document and Response to Comments for selection of the Corrective Measures at the Property dated March 1, 1999 (FDDRC - Exhibit E.4) or Operation, Maintenance and Monitoring Manual dated September 29, 2005 (OMMM - Exhibit E.5), subsequent version of the Operation, Maintenance and Monitoring Manual approved by U.S. EPA, or any action otherwise necessary to protect human health and the environment. Such rights of access, include but are not limited to obtaining samples; inspecting or copying records, operating logs, contracts or other documents; surveying and making soil tests of the Restricted Areas; locating utility lines; digging or disturbing the surface of the Restricted Areas and/or construction of barriers or other appurtenance to the land that may be necessary to protect human health and the environment. The access rights do not limit any statutory authority of the U.S. EPA nor do they provide any rights against the U.S. EPA.

9. No Owner or Transferee in interest may make changes in the use of the Restricted Areas, or may make applications for building permits for, or proposals for any work in the Restricted Areas without first providing notice to U.S. EPA and obtaining its approval thereto.

10. Owner covenants that the Restricted Areas may only be used for Industrial/Commercial Activities. The Restricted Areas shall not be used for Residential and Other Prohibited Activities. Owner acknowledges and agrees that the Restricted Areas have been remediated only for Industrial/Commercial Activities.

Industrial/Commercial Activities This term includes, but is not limited to: (a) wholesale and retail sales and service activities including, but not limited to retail stores, and automotive fuel, sales and service facilities; (b) governmental, administrative and general office activities, (c) manufacturing, processing, packaging, handling and warehousing activities, including, but not limited to, production, storage and sales of durable goods and other products; (d) research and development, including all ancillary and supporting activities incident thereto; (e) other office and warehousing activities, including but not limited to production, processing, storage and sales of chemicals, chemical intermediates, blendstocks, feedstocks and/or by-products, durable goods; (f) activities which are consistent with or similar to the above listed activities together with related parking areas and driveways, but excludes Residential and Other Prohibited Activities.

Residential and Other Prohibited Activities This term includes, but is not limited to: (a) single and multi-family dwellings and rental units; (b) day care centers and preschools; (c) educational and religious facilities; (d) hospitals, assisted living facilities and other extended care medical facilities and

medical and dental offices; (e) restaurants and other food and beverage services (e.g., food stores, restaurants and banquet facilities); (f) indoor or outdoor entertainment and recreational facilities; (g) hotel and motels; and (h) transient or other residential facilities.

11. Owner covenants that it will maintain the property and implement the measures identified in the OMMM necessary to maintain the protectiveness of the corrective measures. Those measures include but are not limited to, maintaining the vegetation and engineered covers in and around the Restricted Areas in a manner which insures that the covers remain in tact and that the warning signs can be easily read.

12. U.S. EPA maintains two Administrative Records related to the corrective measures for this site. U.S. EPA maintains an Administrative Record for the final selection of the corrective measures ("FDDRC Administrative Record") and for the administrative order on consent ("AOC Administrative Record"). U.S. EPA maintains the FDDRC Administrative Record and the AOC Administrative Record at:

U.S. EPA, Region 5
RCRA Records Center, 7th Floor
77 West Jackson Blvd.
Chicago, Illinois 60604-3590

EXHIBIT E.1

Administrative Order on Consent (AOC) November 15, 1999

(AOC not recorded here; to be provided as part of the Conveyance of Interest)

EXHIBIT E.2

Map of the "Restricted Areas"

(Exhibit C.2 not duplicated here; to be provided as part of the Conveyance of Interest)

NOTE: If only a portion of the property is conveyed, then this Exhibit will require modification to show only the Restricted Area(s) conveyed.

EXHIBIT E.4

Final Decision Document and Response to Comments for selection of the Corrective Measures at the Property (FDDRC) March 1, 1999

(FDDRC not recorded here; to be provided as part of the Conveyance of Interest)

U.S. DEPARTMENT OF JUSTICE
ENVIRONMENTAL PROTECTION DIVISION
WASHINGTON, D.C. 20535
TELEPHONE (202) 512-2000
FACSIMILE (202) 512-2000
WWW.EPA-DOJ.GOV

EXHIBIT F

Parties Holding Interest

General Electric Capital Corporation
500 West Monroe
17th Floor
Chicago, IL 60661

Goldman Sachs Bank USA
200 West Street
New York, NY 10282

The Ohio Bell Telephone Company
45 Erieview Plaza
Cleveland, OH 44114

Tuscarawas-Coshocton Electric Cooperative, Inc.
c/o The Frontier Power Company
770 South 2nd Street
P.O. Box 280
Coshocton, OH 43812

The Ohio Power Company / American Electric Power
1 Riverside Plaza
Columbus, OH 43215

The Ohio Services Company
c/o American Electric Power
Manager of Transmission Right of Ways
700 Morrison Rd.
Gahanna, OH 43230

The Buckeye Power Company
6677 Busch Blvd.
Columbus, OH 43229-1101

Dover Light and Power
303 E Broadway Street
Dover, OH 44622

Sound Energy Company
3632 State Route 800 NE
Dover, OH 44622

EXHIBIT F

Parties Holding Interest, continued

City of Dover – Building & Zoning
110 E. Third Street
Dover, OH 44622

Tuscarawas County Regional Planning Commission
125 E. High Avenue
New Philadelphia, OH 44663

Goshen Township Trustee
Attn: Mr. Joseph Ginnetti
2765 Possum Hollow Road, SE
New Philadelphia, OH 44663

Dover Township – Zoning
2000 Red Hill Road
Dover, OH 44622

Ohio Environmental Protection Agency
Lazarus Government Center - Division of Hazardous Waste Management
P.O. Box 1049
Columbus, Ohio 43216-1049

Ohio Environmental Protection Agency
Southeast District Office
2195 Front Street
Logan, OH 43138
Attn: DHWM Manager

U.S. EPA, Region 5
Land and Chemicals Division
77 W. Jackson Blvd. LU-9J
Chicago, Illinois 60604-3590
Attn: RCRA Project Manager

201400011260
TUSC TITLE
PICK-UP

In the matter of: Arizona Chemical Company (F/K/A Union Camp Corporation, Chemical Division)

Docket Number: [R8H-5-00-001] RCRA-05-2015-0009

CERTIFICATE OF SERVICE

I certify that I served a true and correct copy of the foregoing, Amended Administrative Order on Consent, which was filed on March 16, 2015, this day in the following manner to the addressees:

Copy by certified mail
return-receipt requested:

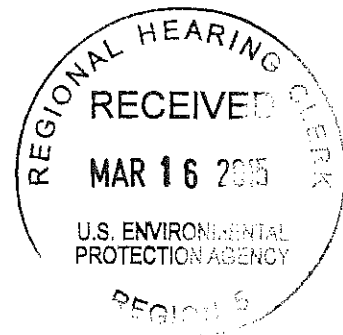
Mr. Mark Santangelo
Arizona Chemical Company
(F/K/A Union Camp Corporation, Chemical Division)
4600 Touchton Road East, Suite 1200
Jacksonville, FL 32246

Copy by e-mail to
Attorney for Complainant:

Jeff Cahn
Cahn.jeff@epa.gov

Copy by e-mail to
Regional Judicial Officer:

Ann Coyle
coyle.ann@epa.gov



Dated: 16 March 2015

Angela Jackson
Angela Jackson
Administrative Program Assistant
Remediation and Reuse Branch
U.S. Environmental Protection Agency, Region 5