

Deed #: 1608

Grantor: General Chemical LLC

Type of document: Trail Easement Agreement (Mill Creek)

Reservation: Ohio & Erie Canal

Date: 12/28/2012

CUYAHOGA COUNTY
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MILL CREEK TRAIL

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made as of the 20th day of September, 2012 by and between GENERAL CHEMICAL LLC, a limited liability corporation ("Grantor"), and THE BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT, a political subdivision of the State of Ohio ("Cleveland Metroparks").

Recitals

WHEREAS, Cleveland Metroparks is authorized to acquire and/or lease land for the conservation of the natural resources of the State and to develop, improve, protect, and promote the use of parks pursuant and subject to the provisions of Chapter 1545 of the Ohio Revised Code; and

WHEREAS, Cleveland Metroparks is the owner or lessee of certain parcels of land that together comprise the Ohio and Erie Canal Reservation of the Cleveland Metropolitan Park District (the "Canal Reservation");

WHEREAS, Grantor owns certain parcels of land that are located within the vicinity of the Canal Reservation (the "Grantor Property"); and

WHEREAS, Cleveland Metroparks has requested, and Grantor has agreed to grant and convey, for purposes of access, ingress, and egress and for constructing, installing, maintaining, operating, and replacing or removing, from time to time, a paved bikeway or multi-purpose trail and appurtenances, an easement and right-of-way in, on, over, under, and across certain portions of the Grantor Property, on the terms and conditions hereinafter set forth.

Surety Title Agency, Inc.

Order No.: ST 33164

Escrow No.: 12-2380

Agreement

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereby agree as follows:

1. Grant of Easement. On the terms and conditions hereinafter set forth, Grantor grants and conveys to Cleveland Metroparks, its successors and assigns, and Cleveland Metroparks accepts, for its use and for use by its officers, employees, lessees, sublessees, licensees, contractors, agents, customers, guests, invitees, governmental officials and representatives, and such other entities or individuals as may be required or as Cleveland Metroparks may deem advisable for purposes related to the Canal Reservation, with all necessary vehicles, machinery, equipment, and labor, a perpetual, non-exclusive easement and right-of-way (the "Easement") appurtenant to the Canal Reservation, as the Canal Reservation may be operated or otherwise exist from time to time, in, on, over, under, and across a certain portion of the Grantor Property, as depicted on Exhibit A and as more particularly described in Exhibit B, both Exhibits being attached hereto and made a part hereof (the "Easement Premises"), and the construction, installation, operation, maintenance, repair, and replacement or removal, from time to time, at Cleveland Metroparks sole cost and expense, of a paved bikeway or multi-purpose trail in, on, over, under, and across the Easement Premises, for hiking, jogging, bicycling, or other Cleveland Metroparks activities, suitable for use by park vehicles, bicycles, and pedestrians, and appurtenances such as, by way of illustration and not limitation, signs, interpretive waysides, railings, fences, benches, landscaping, drainage, utilities, and other structures related to erosion control, traffic signal systems, and structures for crossing over or under waterways and/or roadways (such bikeway or trail and appurtenances being sometimes referred to collectively hereinafter as the "Improvements"), which Improvements Cleveland Metroparks shall maintain, at Cleveland Metroparks sole cost and expense, in good condition consistent with standards for other Cleveland Metroparks park properties.

2. Term of Easement Rights. The Easement and the rights hereunder with respect thereto shall be perpetual unless terminated in writing by Cleveland Metroparks, its successors or assigns, with respect to all or any portion of the Easement Premises, whereupon the parties shall be released from all liabilities otherwise thereafter accruing hereunder with respect thereto; provided, however, that each party agrees to execute all documents and take all other actions reasonably requested by the other party in connection therewith to evidence, whether of record or otherwise, such termination.

3. Noninterference. Any use of the Easement Premises by Grantor, or its successors or assigns, shall not interfere with, or restrict the use by, Cleveland Metroparks, or its successors or assigns, contemplated by this Agreement; provided, however, that Grantor acknowledges that Grantor possesses no right, title, or interest in or to the Improvements. Without limiting the generality of the foregoing, Grantor agrees not to construct, erect, or maintain, or cause or permit to be constructed, erected, or maintained, any building or other structure, barrier, fence, or obstruction, including without limitation trees or other vegetative cover, whether permanent or temporary, that would impede or interfere with the free flow of vehicular, bicycle, or pedestrian passage, travel, or traffic in, on, over, under, and across, or the construction, installation, operation, maintenance, repair, or replacement or removal of the Improvements, or other use of any portion of the Easement Premises or Improvements or the exercise of any rights hereunder with respect thereto.

4. Additions to Dominant Estate. The Easement and the rights hereunder with respect thereto shall benefit and be appurtenant to all or any portion of the Canal Reservation and any parcel of land that hereafter may come into common ownership with the Canal Reservation and be contiguous with the Canal Reservation. An area physically separated from the Canal Reservation but having access thereto by means of public ways or private easements, rights-of-way, or licenses shall be deemed to be contiguous with the Canal Reservation for purposes of this paragraph.

5. Division of Dominant Estate. If the Canal Reservation hereafter shall be divided into two or more parts by separation of ownership or by lease, all parts shall enjoy the benefits of the Easement.

6. Use of the Easement Premises. Use of the Easement Premises shall not be limited over the years by any change or changes in circumstances whatsoever, including without limitation changes with respect to use of the Canal Reservation, improvements thereon, or means of transportation thereto or therefrom, or changes in technology that affect the Canal Reservation, or use of the Easement Premises.

7. Covenants Running With the Land. The Easement and the rights hereunder with respect thereto are intended to be, and shall be construed as, covenants (and not conditions) running with the land if declared herein for the benefit of the Canal Reservation, binding upon Grantor, and its successors and assigns, and inuring to the benefit of, and enforceable in law and at equity by, Cleveland Metroparks, and its successors and assigns.

8. Quiet Enjoyment. Upon observing and keeping all covenants, agreements, and conditions of this Agreement on its part to be observed or kept, Cleveland Metroparks shall quietly have and enjoy the Easement, the Easement Premises, and the rights hereunder with respect thereto during the term thereof, without hindrance, interference, or molestation of any sort by anyone whomsoever.

9. Notice. All notices, requests, demands, and other communications in connection with this Agreement shall be made in writing and shall be deemed to have been given when hand delivered or upon deposit at any general or branch United States Post Office by registered mail, postage prepaid, addressed:

If to Grantor, to:

Michael Ware
Vice President, Manufacturing, Engineering & EHS
General Chemical LLC
90 Halsey Road
Parisippany, New Jersey 07054

If to Cleveland Metroparks, to:

Executive Director-Secretary
Cleveland Metropolitan Park District
4101 Fulton Parkway
Cleveland, Ohio 44144

With a copy to:

Law Director
Cleveland Metropolitan Park District
4101 Fulton Parkway
Cleveland, Ohio 44144

or such other address as may be set forth by either party in a written notice delivered in accordance herewith.

11. Entire Agreement. This Agreement constitutes the entire agreement between Grantor and Cleveland Metroparks with respect to the subject matter hereof and supersedes any and all prior or contemporaneous negotiations, understandings, or agreements, written or oral, with respect thereto.

12. Modification; Waiver. No modification of this Agreement, and no waiver of any provision hereof, shall be effective or binding upon Grantor or Cleveland Metroparks unless set forth in writing authorized and executed by Grantor and Cleveland Metroparks, or their successors or assigns, with the same formality as this Agreement and recorded in the Cuyahoga County, Ohio, Records.

13. Severability. If any provision of this Agreement shall be or become invalid or unenforceable by judgment, court order, legislative mandate, or otherwise, then this Agreement shall be divisible as to such provision, and all other provisions hereof shall remain in full force and effect as though such provision were not included herein.

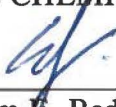
14. Further Assurances. Grantor and Cleveland Metroparks respectively agree that each will execute and deliver to the other from time to time any and all documents that either party reasonably may request in order to effectuate the provisions of this Agreement.

15. Governing Law. This Agreement shall be governed by the laws of the State of Ohio.

16. Insurance. Cleveland Metroparks shall maintain and pay for, or cause to be maintained and paid for, commercial liability insurance. Such insurance shall insure against claims for bodily injury (including death) and property damage, with each policy having a combined single limit of not less than \$1,000,000 per occurrence, and shall name Grantor as an additional insured. Certificates that evidence the above-mentioned coverage shall be furnished to Grantor effective as of the recordation of this Agreement and, from time to time, within thirty (30) days after Grantor's request.

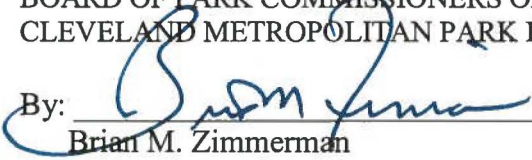
17. Third-Party Rights. Nothing herein expressed or implied is intended or shall be construed to confer upon any other entity, other than as herein set forth, any rights or remedies under, or by reason of, this Agreement.

GENERAL CHEMICAL LLC


By: William E. Redmond
President & Chief Executive Officer

Date: 9/20/12

BOARD OF PARK COMMISSIONERS OF THE
CLEVELAND METROPOLITAN PARK DISTRICT


By: Brian M. Zimmerman
Executive Director-Secretary

Date: 9-28-12

Approved as to legal form.


Rosalina M. Fini, Law Director

Date: 8/24/12

STATE OF New Jersey)
) SS:
COUNTY OF Sussex)

Before me a Notary Public in and for said County and State, personally appeared GENERAL CHEMICAL LLC, a limited liability corporation, by William E. Redmond, its President & Chief Executive Officer, who acknowledged that he did sign the foregoing Easement Agreement, and that the same is his free act and deed personally and as said officer of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, this 20 day of September, 2012.

Wendy Brescia
Notary Public

My commission expires: 6/1/2015

WENDY A. BRESCIA
ID # 2396869
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/1/2015

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me a Notary Public in and for said County and State, personally appeared the BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT, a political subdivision of the State of Ohio, by Brian M. Zimmerman, its Executive Director-Secretary, who acknowledged that he did sign the foregoing Easement Agreement, and that the same is his free act and deed personally and as said officer of the political subdivision.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 28th day of SEPTEMBER, 2012.

Deborah R. Hairston
Notary Public

My commission expires: My Commission Expires Sept. 1, 2017
(Recorded in Cuyahoga County)

DEBORAH R. HAIRSTON
Notary Public, State of Ohio
My Commission Expires Sept. 1, 2017
(Recorded in Cuyahoga County)

This instrument was prepared by,
and should be returned to:

Cleveland Metroparks
Administrative Offices
4101 Fulton Parkway
Cleveland, Ohio 44144

Mill Creek Trail Easement
Easement Parcel A

EXHIBIT B

(Page 1 of 4)

Situated in the Village of Cuyahoga Heights and in the City of Garfield Heights, County of Cuyahoga, State of Ohio and known as being part of Tract 1 Independence Township, Original Lot No. 4, East of the Cuyahoga River and further being part of Parcel No. 1 of lands conveyed to General Chemical LLC, as described in deed dated March 15, 2004 and recorded in AFN 200403150103 and described as follows:

Commencing at the intersection of the centerline of original Warner Road (formerly 60 feet wide) with the southerly line of said General Chemical LLC lands, thence S 84° 45' 32" W, 81.64 feet along the southerly line of said General Chemical LLC lands to the point of beginning;

Course No. 1

Thence S 84° 45' 32" W, 542.25 feet along the southerly line of said General Chemical LLC lands;

Course No. 2

Thence N 05° 14' 28" W, 100.00 feet;

Course No. 3

Thence N 84° 45' 32" E, 559.67 feet;

Course No. 4

Thence N 18° 53' 55" E, 541.66 feet;

Course No. 5

Thence N 14° 43' 02" E, 112.57 feet;

Course No. 6

Thence S 75° 16' 58" E, 25.00 feet to the westerly right of way line of said original Warner Road;

5/23/2012

Course No. 7

Thence S 14° 43' 02" W, 113.48 feet along the westerly right of way line of said original Warner Road to the westerly right of way line of Warner Road relocation (width varies), as shown on M - 4607 of Cuyahoga County Engineers Road Records;

Course No. 8

Thence S 18° 53' 55" W, 640.95 feet along the westerly right of way line of said Warner Road relocation to the point of beginning and containing 1.669 acres of land according to a record survey by Gary Tata P.S. #7723 for Cleveland Metroparks.

The bearings are based on State Plane Coordinate Grid (Ohio North 1983) derived from GPS observations.

Mill Creek Trail Easement
Easement Parcel B
(Page 3 of 4)

Situated in the City of Garfield Heights, County of Cuyahoga, State of Ohio and known as being part of Original Lot No's 303 and 479 of Newburgh Township and further being part of Parcel No. 1 of lands conveyed to General Chemical LLC, as described in deed dated March 15, 2004 and recorded in AFN 200403150103 and described as follows:

Commencing at the intersection of the centerline of original Warner Road (formerly 60 feet wide) with the southerly line of said General Chemical LLC lands; thence N 14° 43' 02" E, 1224.86 feet along said centerline of original Warner Road to the southerly line of said Original Lot No. 303; thence S 88° 24' 12" W, 31.26 feet along the southerly line of said Original Lot No. 303 to the westerly right of way line of said original Warner Road and the point of beginning;

Course No. 1

Thence S 88° 24' 12" W, 10.00 feet along the southerly line of said Original Lot No. 303;

Course No. 2

Thence N 20° 02' 10" W, 1043.26 feet to a westerly line of said General Chemical LLC lands;

Course No. 3

Thence N 14° 04' 23" E, 80.53 feet along a westerly line of said General Chemical LLC lands;

Course No. 4

Thence S 62° 42' 12" E, 271.90 feet;

Course No. 5

Thence N 45° 52' 54" E, 117.91 feet to a northerly line of said General Chemical LLC lands;

Course No. 6

Thence S 37° 54' 10" E, 15.11 feet along a northerly line of said General Chemical LLC lands;

5/23/2012

Course No. 7

Thence N 84° 53' 15" E, 34.59 feet along a northerly line of said General Chemical LLC lands to the westerly right of way line of said original Warner Road;

Course No. 8

Thence S 18° 16' 32" E, 216.89 feet along the westerly right of way line of said original Warner Road;

Course No. 9

Thence S 03° 41' 39" E, 3.52 feet along the westerly right of way line of said original Warner Road to a non-tangent point of curvature and the westerly right of way line of Warner Road relocation as shown on M-4607 of Cuyahoga County Engineers Road Records;

Course No. 10

Thence 520.30 feet along the arc of a curve deflecting to the right, said arc having a radius of 2824.79 feet and a chord bearing S 01° 34' 58" W, 519.57 feet and being along the westerly right of way line of said Warner Road relocation to the westerly right of way line of said original Warner Road ;

Course No. 11

Thence S 15° 20' 02" W, 278.95 feet along the westerly right of way line of said original Warner Road;

Course No. 12

Thence S 14° 43' 02" W, 8.94 feet along the westerly right of way line of said original Warner Road to the point of beginning and containing 5.955 acres of land according to a record survey by Gary Tata P.S. #7723 for Cleveland Metroparks.

The bearings are based on State Plane Coordinate Grid (Ohio North 1983) derived from GPS observations.