

DEC 20 2006

THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT
PURSUANT TO KRS 224.80-100 to KRS 224.80-210

Bobbie Holsclaw, Clerk
By _____ D.C.

ENVIRONMENTAL COVENANT

Louisville/Jefferson County Metro Government (successor in interest of the City of Louisville), a Kentucky consolidated local government (Grantor), grants an Environmental Covenant to the following pursuant to KRS Chapter 224 Subchapter 80: Rhodia, Inc. (Rhodia), a Delaware corporation, and Louisville/Jefferson County Metro Government (collectively Holders or Grantees).

WHEREAS, Grantor is the owner of certain real property located at 1515 South 11th Street, Louisville, Kentucky (the Property), more particularly described in Deed Book 07913 Page 0001 of the Jefferson County Clerk's office and in Exhibit A attached hereto.

WHEREAS, this instrument is an Environmental Covenant developed and executed pursuant to KRS Chapter 224.80-100 to KRS 224.80-210.

WHEREAS, the Property is the subject of remedial action pursuant to KRS 224.01-400 and 401 KAR 100:030.

WHEREAS, releases of metals and volatile and semi-volatile organic compounds (the Release), including those described in Exhibit B attached hereto, have occurred on the Property. The Release consisted of amounts that are above target risk levels for residential use.

WHEREAS, Grantor's predecessor in title, Rhodia, has proposed a Revised Risk Management Plan (the Plan) to control the effects of the Release, and the Plan includes controlling exposure to the hazardous substances, pollutants, and contaminants by restricting use of the Property.

WHEREAS, implementation of the Plan, including the restrictions contained within this Environmental Covenant, will reduce the risk from hazardous substances, pollutants, and contaminants remaining on the Property to below target risk levels.

WHEREAS, pursuant to the Plan, all buildings and equipment used by Rhodia or a predecessor in interest are intended to be dismantled or demolished and all wastes therein properly contained and disposed of at waste disposal facilities authorized to accept the wastes. The Property, including previously unpaved areas, is intended to be covered by a pavement cap. Rhodia maintains groundwater monitoring wells on the Property, and will continue to maintain the wells until the Cabinet approves their abandonment.

WHEREAS, further information concerning the Release and activities to correct the effects of the Release may be obtained by contacting the Custodian of Records of the Kentucky Division of Waste Management at 14 Reilly Road, Frankfort, Kentucky 40601. Records concerning this property may be found under the names Rhone-Poulenc, Inc., Hi-

Tek Polymers, Inc., or Rhodia, Inc., 1515 South 11th Street, Louisville, Jefferson County, Kentucky, Agency Interest Number 51590.

NOW, THEREFORE, Grantor hereby grants this Environmental Covenant to the Grantees/holders, and declares that the Property shall hereinafter be bound by, held, sold, used, improved, occupied, leased, hypothecated, encumbered, and/or conveyed subject to the requirements set forth in paragraphs 1 through 3 of this Environmental Covenant.

1. DEFINITIONS

A. Owner. "Owner" means the Grantor and any successors and assigns in interest.

B. Residential Use. "Residential Use" includes single family or multi family residences; child or adult care facilities; nursing home or assisted living facilities and any type of educational purpose for children/young adults in grades kindergarten through twelfth grade.

2. USE RESTRICTIONS

A. Prohibited Uses. No residential use of the Property shall be permitted.

B. Prohibited Activities.

i. Groundwater at the Property shall not be used for drinking or other domestic purposes.

ii. Except as necessary to protect human health, safety or the environment, no action shall be taken, allowed, suffered, or omitted on the Property if such action or omission is reasonably likely to:

a. Create a risk of migration of hazardous substances, pollutants or contaminants or a potential hazard to human health or the environment; or

b. Result in the destruction of the structural integrity of any engineering controls designed or utilized at the Property to contain or limit human exposure to hazardous substances, pollutants or contaminants, without prior approval from the Cabinet;

iii. Disturbance of the cap. Prior to any disturbance of the cap placed on the Property as defined in the Plan, the person intending the disturbance shall submit to the Director, Kentucky Division of Waste Management, a written rationale for the disturbance and a plan of the proposed construction for review and written approval. No such disturbance is permitted without this prior written approval.

- iv. Soil Disturbances. Soil at the Property shall not be disturbed in any manner inconsistent with the Plan without the Owner(s) obtaining prior approval of the Director, Kentucky Division of Waste Management.
- v. Construction. No additional buildings shall be constructed on the Property in a manner inconsistent with the Plan without the Owner(s) obtaining prior approval of the Director, Kentucky Division of Waste Management.

3. GENERAL PROVISIONS

A. Restrictions to Run with the Land. This Environmental Covenant runs with the land pursuant to KRS 224.80-140; is perpetual unless amended or terminated pursuant to the terms of this Environmental Covenant; is imposed on the entire Property; inures to the benefit of and passes with each and every portion of the Property; and binds the Owner(s), the Holders and any successors in interest, all persons using the land, and all persons, their heirs, successors and assigns, having any right, title or interest in the Property, or any part thereof, who have subordinated those interests to this Environmental Covenant, and all persons, their heirs, successors and assigns who obtain any right, title or interest in the Property, or any part thereof, after the recording of this Environmental Covenant.

B. Conveyances of the Property. Owner(s) shall provide written notice to the Director of the Kentucky Division of Waste Management in advance of any grant, transfer, or conveyance of any interest in any or all of the Property. Notice shall include the name, address and telephone number of the transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the Property being transferred.

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

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 200_, RECORDED IN THE OFFICIAL RECORDS OF THE JEFFERSON COUNTY CLERK'S OFFICE IN DEED BOOK _____, Page _____.

D. Zoning Changes. Owner(s) shall notify the Director, Kentucky Division of Waste Management simultaneously when any application is submitted to a local government for a building permit for the Property. Owner(s) shall notify the Kentucky Division of Waste Management of any proposed change in the land use for the Property.

E. Compliance Certification. Owner(s) shall submit an annual report to the Director of the Kentucky Division of Waste Management, on the anniversary

of the date this Covenant was signed by the Grantor(s), detailing the Owner(s) compliance, and any lack of compliance with the terms of the Covenant.

F. Right of Access.

i. Owner(s) hereby grants the Cabinet, its agents, contractors and employees, and all Holders, the right of access to the Property for implementation or enforcement of this Environmental Covenant.

ii. Owner(s) hereby grants Rhodia, its agents, employees, heirs, successors, lessees and assignees access to the Property for any and all legitimate purposes under the Plan, including, but not limited to, monitoring the levels of hazardous substances on the Property.

G. Representations and Warranties. Grantor hereby represents and warrants to the other signatories hereto:

i. that the Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;

ii. that the Grantor is the sole owner of the Property and holds fee simple title which is free, clear and unencumbered;

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

iv. that the Grantor has complied with all public notice requirements in KRS 224.80-110;

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

vi. that this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property;

vii. that this Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by a recorded instrument that has priority over the Environmental Covenant.

H. Compliance Enforcement. The terms of the Environmental Covenant may be enforced by the Kentucky Environmental and Public Protection Cabinet or any person identified in KRS 224.80-200 in accordance with 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. Nothing in this Environmental Covenant shall restrict the Cabinet from exercising any authority under applicable law.

I. Amendment or Termination. This Environmental Covenant runs with the land and is perpetual, unless amended or terminated in accordance with KRS 224.80-180 and KRS 224.80-190. An amendment shall mean any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity or use limitation when there is at least one limitation remaining. A termination shall mean the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

J. Notices. Any document or communication required to be sent to the Cabinet under this Covenant shall be sent to:

Director, Division of Waste Management
Department for Environmental Protection
14 Reilly Road
Frankfort, KY 40601

K. 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.

L. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.

M. Recording. Within ten business days after the date of the final required signature upon this Environmental Covenant, Grantor shall file this Environmental Covenant in the Jefferson County Clerk's office.

N. 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 Jefferson County Clerk's Office.

O. Distribution of Environmental Covenant. The Grantor shall, within 30 days of filing this Environmental Covenant in the Jefferson County Clerk's Office, distribute a file- and date-stamped copy of the recorded Environmental Covenant to the following persons: Director, Kentucky Division of Waste Management; Mayor, Louisville/Jefferson County Metro Government; Rhodia; each person who is in possession of the Property; each person who holds a recorded interest in the Property; and each person who signed this Environmental Covenant.

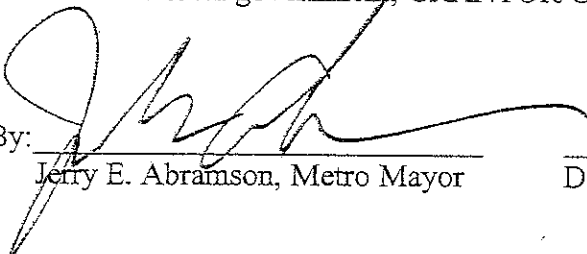
P. Cabinet and Division References. All references to the Cabinet and the Kentucky Division of Waste Management shall include successor agencies, departments, divisions, or other successor entities.

Grantor has caused this Environmental Covenant to be executed pursuant to KRS 224.80-100 to KRS 224.80-210 on this 8th day of December

IN TESTIMONY WHEREOF, the parties have executed this Environmental Covenant pursuant to KRS Chapter 224, subchapter 80 this the day and year first written above.

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT, a Kentucky
Consolidated local government, GRANTOR/GRANTEE/HOLDER

By:


Jerry E. Abramson, Metro Mayor

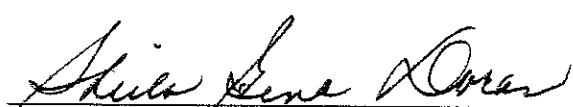
Date

12/8/06

COMMONWEALTH OF KENTUCKY)

COUNTY OF JEFFERSON)

The foregoing Environmental Covenant was acknowledged before me by Jerry E. Abramson, Metro Mayor, Louisville/Jefferson County Metro Government, this 8 day of December, 2006.


Notary Public

My Commission Expires:

April 8, 2008

RHODIA, INC., Grantee/Holder

By: 

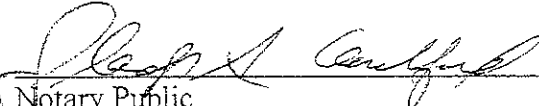
December 5, 2006
Date

Name: Fred Ellerbusch

Title: Director of Manufacturing Services

STATE OF NEW JERSEY)
)
COUNTY OF Middlesex)

The foregoing Environmental Covenant was acknowledged before me by
Fred Ellerbusch Dir. Mfg Services of Rhodia, Inc. this 5th day of
December, 2006.


Notary Public

My Commission Expires: _____

GLADYS S. LANKFORD
Notary Public, State of New Jersey
County of Middlesex
Commission Expires October 16, 2007

This Environmental Covenant is hereby approved by the Environmental and Public Protection Cabinet this 13 day of December, 2006.

KENTUCKY ENVIRONMENTAL AND PUBLIC PROTECTION CABINET

By: R. Bruce Scott 12/13/06
Date

Name: [Signature]
Director, Division of Waste Management

This instrument was prepared by Lauren Anderson.

*Al Grant for Lauren Anderson
Assistant County Attorney
850 Barret Avenue
Louisville, Kentucky 40204*

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF JEFFERSON)

I, _____, Clerk of the
_____ County Court, do certify that the foregoing Environmental Covenant
was lodged in my office for record, and that I have recorded it, and the certificate thereon,
this _____ day of _____, 200____.

JEFFERSON COUNTY CLERK

By: _____

EXHIBIT A
Metes and Bounds Description of Property

PARCEL B:

TRACT #1: BEGINNING at a point in the Northeasterly line of 11th Street, as shown on Revised Plan of GUELDA'S SUBDIVISION, of record in Plat and Subdivision Book 7, Page 50, in the Office of the Clerk of the County Court of Jefferson County, Kentucky, said point being 375.12 feet Northwestwardly from the Northwesterly line of Seventh Street Road, as measured with said line of 11th St.; thence Northwestwardly with said line of 11th Street 44.80 feet to a stake at a corner of same; thence Northwardly with the Easterly line of said 11th Street, 105 feet to a stake in the Northwestwardly line of Guelda's Subdivision above mentioned; thence Northeastwardly with said line 13.85 feet to a corner of said subdivision; thence Southeastwardly with the Northeastwardly line of said Guelda's Subdivision 119.67 feet to a stake; thence Southwestwardly 95.11 feet to the point of beginning.

TRACT #2: BEGINNING at a point in the Northeast line of Seventh Street Road at its intersection with the Northeast line of GUELDA'S SUBDIVISION, a plat of which is of record in Plan and Subdivision Book 5, Page 11, in the Office of the Clerk of the County Court of Jefferson County, Kentucky; said point being the Southwest corner of the tract conveyed to the City of Louisville by Deed dated February 19, 1958, and of records in Deed Book 3490, Page 460, in the Clerk's Office aforesaid; thence with the Northeast line of said subdivision, North 41 degrees 14 minutes west 442.25 feet to the Southeast line of the E.V. Thompson tract; thence with said line of said tract North 70 degrees East 368.42 feet to an iron pipe; thence with a fence, South 33 degrees 1 minute East 319.16 feet to the Northwest corner of the tract of land conveyed to the City of Louisville aforesaid; thence with the Northwest line of said tract Southwestwardly 123 feet to a point which is 28 feet Northwest of Seventh Street Road; thence Northwest 3 feet to a point 31 feet Northwest of Seventh Street Road; thence continuing Southwestwardly on a diagonal line 30 feet to a point which is 34 feet Northwestwardly of Seventh Street Road; thence continuing on a diagonal line 85 feet to a point 40 feet Northwest of Seventh Street Road; thence on a line parallel to Seventh Street Road 60 feet to the point of beginning.

PARCEL F:

BEGINNING in the center line of Gaulbert Avenue 165 feet East of the Center line of 11th Street; thence Eastwardly with the center line of 11th Street; thence Eastwardly with the center line of Gaulbert Avenue 30 feet, and extending back Southwardly between lines parallel with the center line of 11th Street 300 feet, being the property embraced in the 30 foot alley referred to in second description in Deed from Jones-D[a]bney Company to Devoe & Raynolds Company, dated June 8, 1938, recorded in Deed Book 1679, Page 225, in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

PARCEL G:

BEGINNING at the intersection of the Eastwardly line of 11th Street as established by Deed to City of Louisville dated October 7, 1942, and of record in Deed Book 1839, Page 458, in the Office of the Clerk of the County Court of Jefferson County, Kentucky, with the

Southeastwardly line of the tract conveyed to Board of Education of Louisville, Kentucky, by Deed dated December 12, 1933, and of record in Deed Book 1533, Page 448, in the Office of the Clerk aforesaid; thence with the Southeastwardly line of said tract North 71 degrees 15 minutes East 166.97 feet a corner of said tract North 7 degrees 18 minutes East 44.32 feet; thence South 71 degrees 15 minutes West 166.97 feet to the Eastwardly line of 11th Street above referred to; thence Southwardly along the Eastwardly line of said 11th Street 44.52 feet to the beginning.

PARCEL H:

BEING part of Block 2 in the Subdivision of 21.29 acres, more or less of E.V. Thompson Estate and described as follows:

BEGINNING in the original Eastern line of said tract of 21.29 acres, more or less, or the Western line of Oakland tract as a point 515.1 feet Southeast of the original Eastern line of said tract 21.29 acres, more or less, and the center line of Gaulbert Avenue of "A" Street, as laid out and shown on [Plat exhibit No. 2 filed with the Commissioner's Report to Circuit Court Case #31811]; thence West and parallel with the center line of Gaulbert Avenue 286.65; thence North 182.94 feet to an iron pipe in the North line of the Property conveyed to J.F. Wagner's Sons Company by Deed dated November 22, 1926, of record in Deed Book 1263, Page 14, in the Office of the Clerk of the County Court of Jefferson County, Kentucky, thence west with the North line of said property and parallel with the center line of Gaulbert Avenue 149.18 feet to the Northwest corner of said property and in the center line of the alley closed by Deed of record in Deed Book 1808, Page 38, in the Office aforesaid; thence South with said center line, 408.17 feet to the original South line of said 21.29 acres, more or less, thence with said original South line in a Northeastwardly direction, 490.84 feet to the original Southeast corner of said tract 21.29 acres, more or less, in the original West line of Oakland tract, which line is the Western line of right-of-way of Southern Railroad Company; thence Northwest with said line, 12.48 feet to the beginning.

PARCEL I:

BEGINNING at a point in the Eastwardly line of 11th Street, as established in a Deed to the City of Louisville, dated October 7, 1942, and recorded in Deed Book 1839, Page 458, in the Office of the Clerk of the County Court of Jefferson County, Kentucky, said point being in the Southerly line of the tract conveyed to Jones-Dabney Co. by Deed dated March 5, 1937, of record in Deed Book 1627, Page 222, in the aforesaid Clerk's office; thence Eastwardly with the Southerly line of said tract 150 feet to the Eastwardly line of the tract conveyed to Board of Education of Louisville, Kentucky, by Deed dated December 12, 1933, of record in Deed Book 1533, Page 448, in the aforesaid Clerk's office; thence Southwardly with the Eastwardly line of said last mentioned tract 363.64 feet to a corner of the tract conveyed to Devoe & Raynolds Company, Inc. (Jones Dabney Division) by Deed dated February 11, 1948, of record in Deed Book /2336, Page 323, in the aforesaid Clerk's Office; thence with the Northwestwardly line of said last mentioned tract, South 71 degrees 15 minutes West 166.97 feet to the Eastwardly line of 11th Street, established as aforesaid; thence Northwardly with the Eastwardly line of said 11th Street 440.48 feet, more or less, to the beginning.

PARCEL J:

TRACT #1: BEGINNING at the intersection of the center line of 11th and "A" Street, as shown on [[Plat exhibit No. 2 filed with the Commissioner's Report to Circuit Court Case #31811] and running thence Eastwardly with the center line of "A" Street 426-7/12 to the original Eastern line of said tract of 21.29 acres, more or less, which line is the Western line of the Oakland Tract; thence with said line Northwardly passing a stake where the North line of "A" Street intersects said line at 32-1/12 feet in all 315-1/3 feet to a stake where the South line of the first alley South of Hill Street intersects with said line; thence Westwardly with the South line of said alley 291-2/12 feet to the East line of 11th Street; thence Southwardly with the East line of 11th Street 265 feet to the Northeast corner of 11th and "A" Streets, as extended; thence Westwardly with the North line of "A" Street; thence Southwardly with the center line of 11th Street 30 feet to the beginning. Except so much conveyed to the City of Louisville, in Deed Book 1866, Page 239.

TRACT #2:

Being part of Block 2 in Subdivision of 21.29 acres, more or less, of E.V. Thompson, Sr. Estate:

BEGINNING at the intersection of the original Eastern line of said tract of 21.29 acres, more or less, or the Western line of the Oakland Tract, and the center line of Gaulbert Avenue, formerly "A" Street, as laid out and shown on said plat Exhibit 2; thence Westwardly with the center line of Gaulbert Avenue, formerly "A" Street, 233.58 feet to the East line of a proposed 30 foot alley; thence Southwardly with the East line of said proposed 30 foot alley and parallel with 11th Street as extended, and 170 feet Eastwardly thereof, 300 feet to the North line of the 2.79 acres conveyed by said first party to J.F. Wagner Sons Co. by Deed dated November 22, 1926; thence Eastwardly with the North line of said 2.79 acres tract, and parallel with Gaulbert Avenue, or "A" Street, 347.51 feet to the original Western line of the right-of-way of the Southern Railroad; thence Northwest with said line 320.59 feet to the beginning.

TRACT #3: BEING a part of Block 3 in partition of 21.29 acres, more or less of E.V. Thompson, Sr.'s Estate, and described as follows:

BEGINNING at the intersection of the center line of Gaulbert Avenue, formerly "A" Street, and 11th Street and in a line of Block 4 of said partition; thence Eastwardly with the center line of Gaulbert Avenue 175 feet to the center line of a proposed 20-foot alley, and extending back Southwardly of the same width, the East line being the center line of said 20-foot proposed alley, and the West line being the center line of 11th Street, 300 feet.

PARCEL K:

TRACT #1:

BEGINNING at a point in the East line of 11th Street at a point 47.1 feet North of the North line of the first alley South of Hill Street as now improved; thence with the East line of 11th Street 72.9 feet to a point 20 feet South of the South line of Hill Street; thence in an Eastwardly direction 239.64 feet to a point in the West line of a 10-foot alley, said point being 46.01 feet South of the South line of Hill Street, as now improved, as measured along the West line of said alley; thence continuing with same in a Southerly direction 102.91 feet

to the intersection of said line with the North line of a 15-foot alley; thence Westwardly with said North line 244.70 feet to a point 30 feet East of the East line of 11th Street, thence North and parallel to 11th Street 47.1 feet to a point; thence Westwardly and parallel to the North line of the last mentioned alley 30 feet to the East line of 11th Street, the point of beginning.

TRACT #2:

BEGINNING at a point in the East line of 11th Street, said point being 120 feet North of the North line of the first alley South of Hill Street; thence with the East line of 11th Street 19.15 feet to a corner of a triangular tract created to clear the sidewalk at the Southeast corner of 11th and Hill Streets, said point also being .85 feet South of the South line of Hill Street, as now improved; thence with another line of said triangle Northeastwardly 3.12 feet to another corner of same in the South line of Hill Street, as now improved, said point also being 3 feet East of the East line of 11th Street, thence Eastwardly with said line of Hill Street 219.43 feet to the intersection of said line with the West line of a 10-foot alley; thence with the West line of said alley 46.01 feet to a point in same; thence in a Northwestwardly direction 239.64 feet to the point of beginning, the South line of Hill Street as now improved, and above referred to, being immediately adjacent to and clear of the South line of the sidewalk along the South side of Hill Street.

PARCEL S:

BEGINNING in the Northwest line of the Seventh Street Road, at its intersection with the Southwestwardly line of the right-of-way of the Southern Railway Company; running thence Southwestwardly with the Northwest line of Seventh Street Road, 206.10 feet to the Northeasterly line of the tract conveyed by Deed dated February 16, 1945, to B.F. Avery & Sons Company; thence North 33 degrees 01 minute West, 349.16 feet to the East line of the E.V. Thompson, Sr., tract; thence North 70 degrees East, 294.20 feet to the Southwestwardly line of Southern Railway Company right-of-way, aforesaid; thence Southwest with said line of said Southern Railway Company, 264.46 feet to the point of beginning.

PARCEL V:

BEGINNING at a point on the East side of 11th Street, 92.9 feet South of the Southeast corner of 11th and Hill Streets; running thence South with the East line of 11th Street 47.1 feet, more or less, to a 15-foot alley; thence East of the same width throughout, between lines parallel with Hill Street, 30 feet.

PARCEL W:

BEING Lot 29 and a portion of Lot 30, as shown on the Revised Plan of GUELDA'S SUBDIVISION, plat of which is of record in Plat and Subdivision Book 7, Page 50, in the office of the Clerk of the County Court of Jefferson County, Kentucky, and more particularly bounded and described as follows:

BEGINNING at the intersection of the Northeasterly line of 11th Street with the Northwesterly line of Seventh Street Road; thence Northeastwardly with the Northwesterly line of Seventh Street Road 99 feet to a corner of the tract first described in Deed to Charles J. Guelda, dated July 29, 1933, and of record in Deed Book 1531, Page 123, in the aforesaid office; thence Northwestwardly with the Southwesterly line of said tract 138 feet, more or

less, to a point in the Northwesterly line of Lot 30, as shown on the aforesaid plan of Guelda's Subdivision; thence Southwestwardly with said Northwesterly line, and with the Northwesterly line of Lot 29, 84.11 feet to the Northeasterly line of 11th Street; thence Southeasterly with said line of 11th Street, 138.96 feet to the point of beginning.

PARCEL X:

BEGINNING in the Northeast line of 11th Street as shown on the Revised Plan of Guelda's Subdivision of record in Plat and Subdivision Book 7, Page 50, in the office of the Clerk of the County Court of Jefferson County, Kentucky, at a point 138.96 feet Northwest of the Northwest line of Seventh Street as measured along said line of 11th Street; thence Northwest along said line of 11th Street; 236.96 feet to the most Southerly corner of the tract of land conveyed to B.F. Avery and Sons Company, Inc., by Deed of record in Deed Book 2478, Page 251, in the aforesaid office; thence Northeastwardly with the Southeasterly line of said tract 95.11 feet to the Northeasterly line of Guelda's Subdivision aforesaid; thence with said line Southeastwardly 224.58 feet to a corner of Lot 31 in aforesaid subdivision; thence Southwestwardly along the Northwesterly line of Lots 29, 30, and 31 of aforesaid Guelda's Subdivision, 120.11 feet to the beginning.

PARCEL Y:

BEGINNING at the Northeasterly corner of the tract conveyed to J.F. Wagner's Sons Co., Inc., by Deed of record in Deed Book 1263, Page 14, in the office of the Clerk of the County Court of Jefferson County, Kentucky; thence Westwardly with the North line of said tract 218.33 feet to the Northeasterly corner of the tract conveyed to Devoe & Raynolds Company, by Deed of record in Deed Book 2070, Page 34, in the office of aforesaid; thence Southwardly with an Easterly line of said last mentioned tract 182.94 feet to another corner of same; thence Eastwardly with another line of the Devoe & Raynolds tract by Deed aforesaid, 286.65 feet to the Easterly line of the tract conveyed to J.F. Wagner's Sons Co., Inc., by Deed aforesaid; thence Northwardly with said last mentioned line 194.51 feet to the beginning.

PARCEL Z:

BEGINNING at a point in the Northwest line of Seventh Street Road, 99 feet Northeast from the Northeast line of 11th Street; as shown on map of Guelda's Subdivision, recorded in Plat and Subdivision Book 7, Page 50, in the office of the Clerk of the County Court of Jefferson County, Kentucky, as measured with said Northwest line of Seventh Street Road; thence Northeast with said line of Seventh Street Road, 25 feet to the Northeast line of Guelda's Subdivision, above referred to, and extending back Northwest between parallel line 138 feet to the Northeast line being coincident with the Northeast line of Guelda's Subdivision, above referred to.

PARCEL AA:

BEGINNING at a point in Seventh Street Road, 20 feet Northeast of the intersection of the City of Louisville's Westerly line with Seventh Street Road; running thence Northeast with the Northerly line of Seventh Street Road, 273.5 feet to Gaillard's line; thence Northwardly with same, 10 feet; thence Southwestwardly, 274.5 feet to a point which is 4 feet Northwest of the beginning point; thence Southeast, 4 feet to the point of beginning.

BEGINNING at a point in the Northwesterly line of Seventh Street Road 135 feet Northeast of the Northeasterly line of 11th Street ; said point being at the Southwest corner of Tract #2 conveyed to the City of Louisville by deed recorded in Deed Book 3490, Page 459, in the office of the Clerk of the County Court of Jefferson County, Kentucky; running thence Northwestwardly with the aforementioned tracts Westerly line 40 feet; thence Northeast and parallel with Seventh Street 60 feet; thence Northeast on a diagonal line, 85 feet to a point which is 34 feet Northwest of Seventh Street, as measured at right angles thereto; thence continuing Northeast on a diagonal line, 30 feet to a point which is 31 feet Northwest of Seventh Street, as measured at right angles thereto; thence Southeast 3 feet to a point which is 28 feet Northwest of Seventh Street, as measured at right angles thereto; thence Northeast, 123 feet to a point in Gaillard Westerly line which is 30 feet West of Seventh Street as measured along Gaillard's Westerly line, 30 feet to the Northwesterly line of Seventh Street; thence Southwest with the Northwesterly line of Seventh Street, 293.5 feet to the point of beginning.

EXHIBIT B

Partial List of
Detected Constituents of Concern

Metals

Arsenic	Nickel*
Manganese	Zinc*

Volatile Organic Compounds

Benzene	Xylene, total
Chlorobenzene	Toluene
Ethylbenzene	Tetrachloroethylene

Semi-Volatile Organic Compounds

Naphthalene	2-Methylnaphthalene
2,4-Dimethylphenol	

*Nickel and zinc were not analyzed in 2000 by Rhodia, but were analyzed and detected in selected wells in 1998.