

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

**STATE OF OHIO, ex rel. RICHARD
CORDRAY, OHIO ATTORNEY
GENERAL,**

Plaintiff,

v.

**Case No. 2:10-cv-981
Judge Edmund A. Sargus, Jr.
Magistrate Judge Kimberly A. Jolson**

**CYPRUS AMAX MINERALS
COMPANY, *et al.*,**

Defendants.

ORDER

This matter is before the Court on the Joint Motion to Dismiss Chemetall Foote Corporation as a Party in this Matter (ECF No. 10) and the Joint Motion Approval and Entry of Proposed Modification to Consent Order for Preliminary Injunction (ECF No. 11). For good cause shown, the Court **GRANTS** both motions.

I. Background

The State of Ohio, acting as relator of the Ohio Attorney General, filed a Complaint on October 29, 2010, bringing claims against Defendants Cyprus Amax Minerals Company and Chemetall Foote Corporation for hazardous waste costs at a Jefferson County, Ohio facility known as the Satralloy Site. (Compl., ECF No. 2, ¶¶ 1–2.) At times between 1958 and 1974, chromium wastes were generated and disposed of at the Site. (*Id.* ¶¶ 10–11.) Cyprus Amax acquired title to part of the Site in 2010. (*Id.* ¶¶ 13–16.) Chemetall Foote, a former subsidiary of Cyprus Amax that was sold in 1998, is jointly and severally liable with Cyprus Amax for the hazardous substances disposed of at the Satralloy Site. (*Id.* ¶ 23.) As part of the subsidiary sale, Cyprus Amax agreed to indemnify Chemetall Foote for environmental liabilities at the Site. (*Id.* ¶ 22.)

Contemporaneously with the Complaint, the Parties filed a Consent Order for Preliminary Injunction to Conduct a Remedial Investigation and Feasibility Study and to Pay Response Costs (“COPI”). (ECF No. 3.) Under the COPI, “Cyprus Amax ha[d] agreed to undertake the primary obligations of the [COPI].” (Compl., ¶ 22.) On December 1, 2011, the Court stayed the case pending negotiation of a final consent order. (*See* ECF Nos. 7, 8.) On April 11, 2012, the Court administratively closed the case pending completion of the final remedy negotiations. (ECF No. 8.)

On March 6, 2025, the Parties jointly moved this Court to enter a Modification to the Consent Order for Preliminary Injunction to Conduct a Remedial Investigation and Feasibility Study and to Pay Response Costs (“Modified COPI”). (ECF No. 11.) The Parties request an order entering the Modified COPI to memorialize the terms of a Natural Resource Damages (“NRD”) settlement reached by the Parties. (*Id.* PageID 172.) The terms of the Modified COPI include projects to resolve all NRD claims related to the Satralloy Site. (*Id.*) These projects include habitat improvements, creation of a new wetland, preservation of riparian habitat, and a \$203,000 payment to the Columbus Zoo and Aquarium. (*Id.* PageID 172–73.) The Parties represent that the Ohio Environmental Protection Agency supports these projects. (*Id.* PageID 173.)

II. Dropping Chemetall Foote Corporation as a Party

The Parties jointly move the Court to drop Defendant Chemetall Foote Corporation as a party under Rule 21 of the Federal Rules of Civil Procedure. Under Rule 21, “[o]n its motion or on its own, the court may at any time, on just terms, add or drop a party.” Fed. R. Civ. P. 21. “[W]hen evaluating a motion for dismissal under Rule 21, courts should consider Rule 41 standards as guidance for analyzing potential prejudice to the non-movants.” *Igo v. Sun Life Assurance Co. of Canada*, 652 F. Supp. 3d 929, 936 (S.D. Ohio 2023) (Black, J.) (quotation and

citation omitted). Under that standard, “a court should consider such factors as the defendant’s effort and expense of preparation for trial, excessive delay and lack of diligence on the part of the plaintiff in prosecuting the action, insufficient explanation for the need to take a dismissal, and whether a motion for summary judgment has been filed by the defendant.” *Grover by Grover v. Eli Lilly & Co.*, 33 F.3d 716, 718 (6th Cir. 1994).

Here the Parties state that all four factors support dropping Chemetall Foote as a party, and the Court agrees. All Parties support dropping Chemetall Foote. There was no expense in preparing for trial because the COPI was negotiated by the State and Defendants before the Complaint was filed. The Parties agree there has been no excessive delay or lack of diligence. Defendant Cyprus Amax is implementing and fulfilling the requirements of the COPI to the State’s satisfaction, and all Parties agree Chemetall Foote’s participation in the COPI is no longer required. There were no motions for summary judgment.

Accordingly, the Court **GRANTS** the Joint Motion to Dismiss Chemetall Foote Corporation as a Party in this Matter. (ECF No. 10.) The Court **DROPS** Chemetall Foote Corporation as a Party.

III. Modification of Consent Order

The Parties jointly move this Court to enter the Modified COPI. (ECF No. 11, PageID 170.) The Parties provided a proposed order and a copy of the Modified COPI. (ECF No. 11-1.) Approval of a consent decree is within the informed discretion of the Court. *See United States v. Union Elec. Co.*, 132 F.3d 422, 430 (8th Cir. 1997). In reviewing a consent decree, the Court must determine whether it is fair, adequate, reasonable, and consistent with the goals of the underlying legislation. *See id.*

After review of the Motion and the Modified COPI, the Court finds that the Modified COPI

is fair, reasonable, and consistent with the law and public interest. Accordingly, as requested by the Parties, the Court **ORDERS** the following:

1. Section XIII. Natural Resource Damages, Paragraph 66 of the COPI is hereby modified to read as follows:

“The Parties have negotiated in good faith to resolve all NRD claims related to the Site.

The Parties agree to the following:

- a. Within thirty (30) days of the Effective Date of this Modification to the COPI, Defendant Cyprus Amax will submit an implementation schedule for Ohio EPA review and approval in accordance with the Review of Submittals Section of the COPI for the Work detailed in paragraphs 66.b through 66.d, below.
- b. **On-Property Improvements to Cover Crop/Plantings.** In accordance with the implementation schedule approved by Ohio EPA, Defendant Cyprus Amax shall revegetate the disturbed areas outside the footprint of the slag consolidation area using native plants and species specific to the Site geographic area that will provide habitat improvements and food resources (e.g., pollinator food crops) to benefit small ground feeding birds, small mammals, insects and bat species. Defendant Cyprus Amax will time its mowing/burning sequence that will promote seed production and habitat improvements that can be employed on the revegetated areas of the Site. Defendant Cyprus Amax shall complete and maintain, unless otherwise agreed to in writing by Ohio EPA staff, the total enhanced seeding or plantings of 93.1 acres, including the following:
 - i. Enhanced woodland habitat for 32.9 acres: As part of the implementation schedule submitted pursuant to paragraph 66.a., above, Defendant Cyprus

Amax shall submit a list of suitable species and will propose a suitable sapling planting rate for Ohio EPA review and approval in accordance with the Review of Submittals Section of the COPI. Species identified in Section 02930 of the project specifications, Part 2.10, include: American Elm (*Ulmus americana*), American sycamore (*Platanus occidentalis*), Black locust (*Robinia pseudoacacia*), Eastern cottonwood (*Populus deltoides*), Green ash (*Fraxinus pennsylvanica*), Shagbark hickory (*Carya ovata*), Silver maple (*Acer saccharinum*), Sugar maple (*Acer saccharum*), White oak (*Quercus alba*), Eastern hemlock and Ohio buckeye. This acreage will provide for bat habitat and significantly enhance natural woodland habitat at the Site.

- ii. Milkweed, native wildflower, and grass seeding mix for 60.2 acres: As part of the implementation schedule submitted pursuant to paragraph 66.a., above, Cyprus Amax shall include a list of the most suitable milkweed and wildflower species and a reasonable application rate. About 45 of these acres is currently covered by slag, and following slag removal by Cyprus Amax, these approximately 45 acres will be converted to enhanced meadow habitat. All acres will enhance songbird, small mammal, and monarch butterfly habitat. New open meadow will also benefit reptile and amphibian species.

- c. **On-Property Wetland Increases or Improvements:** As part of the implementation schedule submitted pursuant to paragraph 66.a., above, Cyprus Amax shall include a schedule to create a new wetland of 1.2 acres, as follows:

- i. The 90% interim action design includes a 1.2-acre wetland which is not related to required mitigation and is not related to controlling or treating stormwater run-off. The wetlands seed mix shall have the following composition: Slough sedge (*Carex obnupta*) (35%), Small fruited bulrush (*Scirpus microcarpus*) (25%), Saw beaked sedge (*Cares stipata*) (20%), Slender rush (*Juncus tenuis*) (10%), and Creeping spike rush (*Eleocharis palustris*) (10%).
- d. **On-Property Conservation/Protection of Riparian Habitat:** Cyprus Amax shall achieve conservation of riparian habitat (through one or more environmental covenants) by recording an environmental covenant, consistent with the environmental covenant template attached hereto as Attachment A, on 34.22 acres along Cross Creek which is privately owned by Cyprus Amax (see attached) within ninety (90) days of the Effective Date of this Modification. Of the 34.22 acres, approximately one (1) acre was recently disturbed by a utility company that created a utility corridor. To the extent that any portion of the disturbed utility corridor in question has not already revegetated naturally, Cyprus Amax will revegetate this area with a native grass seed mix to protect the utility corridor, consistent with utility company policy, and undertake practicable enhancements, in Cyprus Amax's discretion, to improve the habitat in the area. For example, enhancements may include bat boxes if large trees are not allowed in the corridor.
- e. Cyprus Amax shall submit a Completion Report to Ohio EPA as each on-Property task is completed and no later than the date the Construction Completion Report as submitted pursuant to the Interim Action Workplan Amendment 10 dated January

25, 2024.

- f. **Off-Property Hellbender Project Funding:** Within forty-five (45) days of the Effective Date of this Modification, Cyprus Amax shall pay two hundred and three thousand dollars (\$203,000.00) to the Columbus Zoo and Aquarium to support Gregory Lipps as principal investigator (PI) for completing the Eastern Hellbender Habitat Enhancement and Monitoring Project (“Hellbender Project”) as described in Attachment B, which is incorporated by reference into this Modification. The Hellbender Project will: (1) Determine the occurrence and relative abundance of the Eastern Hellbender and assess habitat throughout the Flushing Escarpment of eastern Ohio; (2) Purchase and install 60 artificial habitat structures (e.g., Hellbender Huts) to provide artificial shelters for Hellbenders in this area; and (3) Monitor of Hellbender Huts to assess their effectiveness and population status through three years of monitoring. A Memorandum of Understanding was entered into between Cyprus Amax, The Columbus Zoo and Aquarium, Gregory Lipps, and Ohio EPA on March 5, 2025 in support of this project.”
2. With the exception of the approved Modifications to the COPI, as set forth in Order number 1 herein, the COPI remains unchanged and in full force and effect.
3. Each undersigned representative of a Party to this Modification certifies that he or she is authorized to enter into this Modification and to legally bind such Party to this Modification.

IV. Conclusion

The Court **GRANTS** the Joint Motion to Dismiss Chemetall Foote Corporation as a Party in this Matter (ECF No. 10) and **GRANTS** the Joint Motion Approval and Entry of Proposed

Modification to Consent Order for Preliminary Injunction (ECF No. 11). The Court **DROPS** Chemetall Foote Corporation as a Party and **ORDERS** the changes to the Modified COPI as described above. This Order incorporates by reference and **APPROVES** the Modified COPI included as Attachments A and B to the Parties' Joint Motion Approval and Entry of Proposed Modification to Consent Order for Preliminary Injunction. (ECF No. 11-1, PageID 180–97.)

The Clerk is **DIRECTED** to terminate Defendant Chemetall Foote Corporation as a party.
This case remains closed.

IT IS SO ORDERED.

4/3/2025
DATE

s/Edmund A. Sargus, Jr.
EDMUND A. SARGUS, JR.
UNITED STATES DISTRICT JUDGE

Attachment A

ENVIRONMENTAL COVENANT

This Environmental Covenant ("Covenant") is entered into by Cyprus Amax Minerals Company ("Cyprus" or "Owner"), having an address of 333 North Central Avenue, Phoenix, Arizona 85004, and the Ohio Environmental Protection Agency ("Ohio EPA") (collectively the "Party" or "Parties") pursuant to Ohio Revised Code ("R.C.") 5301.80 to 5301.92. The Ohio EPA is a non-holder agency, for the purpose of restoring, maintaining and protecting, in perpetuity, the Conservation Values by subjecting the Covenant Area (as defined below) to the activity and use limitations set forth herein.

WHEREAS, the Owner is the owner in fee of certain real property, comprised of Parcel Number 03-01003-000, consisting of approximately 326.78 acres of land more particularly described in Exhibit A hereto (the "Property") in its entirety, situated in Jefferson County, Ohio;

WHEREAS, negotiations between Cyprus and Ohio EPA, in conjunction with the Ohio Attorney General's Office, resulted in a Consent Decree for Preliminary Injunction for Remedial Investigation and Feasibility Study ("COPI"), which was entered in the United States District Court, Southeastern District of Ohio, Eastern Division on November 3, 2010 and [reference to Amendment] (collectively referred to herein as the COPI) requiring Cyprus to conduct certain studies and interim actions on the Property. The COPI also indicated that the Parties would engage in discussions regarding Natural Resource Damages. The Parties have done so and reached agreement, which is memorialized in [reference amendment]. Paragraph 66.d of the modified COPI includes the recording of this Environmental Covenant. The Administrative Record for the natural resource damages action is maintained by the Ohio EPA at Ohio EPA's Southeast District Office, 2195 East Front Street, Logan, Ohio 43138;

WHEREAS, pursuant to the negotiations between the parties, the Owner has agreed to protect and preserve, in perpetuity, an approximately 34.22 acre portion of the Property comprised of four parcels more particularly described in Exhibit B and shown in Exhibit C hereto (the "Covenant Area") in its entirety, situated in Jefferson County, Ohio, through the recording of this Covenant;

WHEREAS, the activity and use limitations protect the ecological features associated with real property in the Covenant Area.

WHEREAS, Cyprus agreed to fulfill its obligation to ensure the Covenant Area and the Covenant Area's Conservation Values are protected in perpetuity by recording this Environmental Covenant against the Property.

Now, therefore, Owner and the Ohio EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to R.C. 5301.80 to 5301.92.
2. Covenant Area. This Covenant concerns an approximately 34.22 acre portion of the Property comprised of four tracts of real property more particularly described in Exhibit B and shown in Exhibit C attached hereto and referred to herein as the Covenant Area.
3. Owner. The Covenant Area is owned in fee by Cyprus.
4. Holder. Pursuant to R.C. 5301.81, the Holder of this Environmental Covenant is the Owner of the property identified above.
5. Activity and Use Limitations. As part of the conditions set forth in the COPI, the Owner hereby imposes and agrees to comply with the following activity and use limitations on the Covenant Area:
 - a. Land Use: Any commercial, industrial or residential activities are prohibited;
 - b. Construction: The placement or construction of any man-made modifications, either temporary or permanent, such as buildings, structures, billboards, fences, roads, parking lots, wind turbines, wells, and towers for communications or otherwise on the Covenant Area is prohibited. No power or petroleum transmission lines may be constructed, nor may any other interests in the Covenant Area be granted for this purpose. However, the Owner reserves the right to maintain and repair telephone, electric, water, wells, or other utility lines or mains needed to provide for the needs of the Owner, successor, or assigns;
 - c. Surface Topography: There shall be no surficial disturbance (i.e., filling, excavating, or removal of topsoil, sand, gravel, rock, or other materials on or at the Covenant Area), nor changes in topography of the Covenant Area, other than those caused by the forces of nature;
 - d. Cutting and Other Control of Vegetation: Any cutting of trees, ground cover or vegetation, or destroying by means of herbicides or pesticides on the Covenant Area is prohibited, other than the removal or control of invasive and noxious species and control activities that are authorized by the Ohio EPA;
 - e. Dumping: Waste, garbage and unsightly or offensive materials are not permitted and may not be accumulated on the Covenant Area;
 - f. Water Courses: Natural water courses and streams and adjacent riparian buffers may not be dredged, straightened, filled, channelized, impeded, diverted or otherwise altered on the Covenant Area, other than as part of activities that are

authorized by the COPI;

- g. Motor Vehicles: Use of vehicles of recreation, including all-terrain vehicles, snowmobiles or other motorized recreational vehicles, shall not be permitted on the Covenant Area;
- h. Mineral Rights: The mining or extraction of any mineral, including oil or gas, by any method that disturbs the surface of the Covenant Area is prohibited. Notwithstanding the foregoing, nothing herein shall prohibit the Covenant Area from being utilized pursuant to an existing mineral lease or future lease or otherwise committed as part of a drilling unit for oil and gas production, so long as any such use or lease or other commitment does not authorize or provide for activities, including but not limited to drilling pads, access roads, or surface pipelines, that will damage the surface of the Covenant Area in any manner that is inconsistent with the purpose of this Covenant, regardless of whether such impacts are temporary or permanent in nature; and
- i. Other Activities: Each and every other activity or construction project on the Covenant Area which would endanger the conservation values of the Covenant Area shall be prohibited. Notwithstanding the foregoing, nothing in this Environmental Covenant shall limit the exercise of any right afforded by or enumerated in any prior instruments of record that have been recorded against the Covenant Area.

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 R.C. 5301.85, subject to amendment or termination as set forth herein. The term "Transferee," as used in this Environmental Covenant, shall mean any future owner of any interest in the Covenant Area or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced by the Owner or the Ohio EPA pursuant to R.C. 5301.91 and 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 provision of this Covenant. Nothing in this Environmental Covenant shall restrict the Ohio EPA from exercising any authority under applicable law in order to protect public health or safety or the environment.

8. Rights of Access. Owner hereby grants to the Ohio EPA, its agents, contractors, and employees, the right of access to the Covenant Area for implementation or enforcement of this Environmental Covenant.

9. Compliance Reporting. Owner and any Transferee, if applicable, shall annually submit to the Ohio EPA by September 1st of each year, after the year of this Covenant's Effective Date,

written documentation verifying that the activity and use limitations remain in place and are being complied with as required herein.

10. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Covenant Area or any portion of the Covenant Area 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 _____, 2024, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE JEFFERSON COUNTY RECORDER ON _____, 2024, IN [DOCUMENT __, or BOOK __, PAGE __,]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

- a. Land Use: Any commercial, industrial or residential activities are prohibited;
- b. Construction: The placement or construction of any man-made modifications, either temporary or permanent, such as buildings, structures, billboards, fences, roads, parking lots, wind turbines, wells, and towers for communications or otherwise on the Covenant Area is prohibited. No power or petroleum transmission lines may be constructed, nor may any other interests in the Covenant Area be granted for this purpose. However, the Owner reserves the right to maintain and repair telephone, electric, water, wells, or other utility lines or mains needed to provide for the needs of the Owner, successor, or assigns;
- c. Surface Topography: There shall be no surficial disturbance (i.e., filling, excavating, or removal of topsoil, sand, gravel, rock, or other materials on or at the Covenant Area), nor changes in topography of the Covenant Area, other than those caused by the forces of nature;
- d. Cutting and Other Control of Vegetation: Any cutting of trees, ground cover or vegetation, or destroying by means of herbicides or pesticides on the Covenant Area is prohibited, other than the removal or control of invasive and noxious species and control activities that are authorized by the Ohio EPA;
- e. Dumping: Waste, garbage and unsightly or offensive materials are not permitted and may not be accumulated on the Covenant Area;
- f. Water Courses: Natural water courses and streams and adjacent riparian buffers may not be dredged, straightened, filled, channelized, impeded, diverted or otherwise altered on the Covenant Area, other than as part of activities that are authorized by the COPI;
- g. Motor Vehicles: Use of vehicles of recreation, including all-terrain vehicles,

snowmobiles or other motorized recreational vehicles, shall not be permitted on the Covenant Area;

- h. Mineral Rights: The mining or extraction of any mineral, including oil or gas, by any method that disturbs the surface of the Covenant Area is prohibited. Notwithstanding the foregoing, nothing herein shall prohibit the Covenant Area from being utilized pursuant to an existing mineral lease or future lease or otherwise committed as part of a drilling unit for oil and gas production, so long as any such use or lease or other commitment does not authorize or provide for activities, including but not limited to drilling pads, access roads, or surface pipelines, that will damage the surface of the Covenant Area in any manner that is inconsistent with the purpose of this Covenant, regardless of whether such impacts are temporary or permanent in nature; and
- i. Other Activities: Each and every other activity or construction project on the Covenant Area which would endanger the conservation values of the Covenant Area shall be prohibited. Notwithstanding the foregoing, nothing in this Environmental Covenant shall limit the exercise of any right afforded by or enumerated in any prior instruments of record that have been recorded against the Covenant Area.

Owner or Transferee, if applicable, shall notify the Ohio EPA within ten (10) days after each conveyance of an interest in any portion of the Covenant Area. Owner's notice shall include the name, address and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the property being transferred.

- 11. Representations and Warranties. Owner hereby represents and warrants as follows:
 - a. that the Owner is the sole owner of the Covenant Area;
 - b. that the Owner holds fee simple title to the Covenant Area that is free, clear and unencumbered, except for those interests enumerated in any prior instruments of record that have been recorded against the Covenant Area;
 - c. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder; and
 - d. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected.
- 12. Amendment or Termination. This Environmental Covenant may be amended or

terminated only by consent of all of the following: the Owner and Holder or a Transferee and Ohio EPA, pursuant to R.C. 5301.89 or 5301.90 and other applicable law. "Amendment" means any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. "Termination" means the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant. Amendment or termination shall not affect Owner's obligations pursuant to the COPI.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA and the Owner or Transferee[s] of the Covenant Area as applicable. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or Transferee[s] shall file such instrument for recording with the Jefferson County Recorder's Office and shall provide a file and date-stamped copy of the recorded instrument to the Ohio EPA.

13. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

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

15. Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, the Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the property, with the Jefferson County Recorder's Office.

16. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Covenant Area with the Jefferson County Recorder.

17. Distribution of Environmental Covenant. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to Ohio EPA.

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

As to Ohio EPA:

Ohio EPA – Central Office
Division of Environmental Response and Revitalization 50 West Town Street
Columbus, Ohio 43216
Attn.: DERR Records Management Officer
Or, send electronically to: records@epa.ohio.gov

And

Ohio EPA - Southeast District Office 2195 East Front Street
Logan, Ohio 43138
Attn.: DERR Site Coordinator for Satralloy NRD

As to Owner:

Barb Nielsen
Manager, Remediation Division
Freeport-McMoRan Inc.
333 North Central Avenue
Phoenix, Arizona 85004
bnielsen@fmi.com

And

Douglas Currault
General Counsel
Freeport-McMoRan Inc.
333 North Central Avenue
Phoenix, Arizona 85004

19. Counterparts. This Covenant may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Covenant.

This instrument prepared by:¹

Ann Fischbein
Ohio EPA Office of Legal Services
Columbus, Ohio
(614) 644.3037
ann.fischbein@epa.ohio.gov

¹ As required by Ohio Rev. Code §317.111, list the name and address of the person who prepared this Environmental Covenant.

The undersigned represent and certify that they are authorized to execute this Environmental Covenant.

IT IS SO AGREED:

OWNER:

Signature of Owner

Printed Name and Title

Date

State of _____)
County of _____) ss:

Before me, a notary public, in and for said county and state, personally appeared _____, a duly authorized representative of Cyprus Amax Minerals Company, who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of Cyprus Amax Minerals Company.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this day of _____, 2025.

Notary Public

Signature on Behalf of Ohio EPA

Date _____

State of _____)
)
County of _____) ss:

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

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this
day of _____, 2025.

Notary Public

22856689_1

EXHIBIT A

Situated in the Township of Cross Creek, County of Jefferson and the State of Ohio; Known as being part of Section 2 and Section 8, Township 6 of Range 2, also being the tract of Cyprus Amax Mineral Company as recorded in Volume 912, Page 561 of Official Record, said tract being more particularly described as follows:

Beginning at a 5/8" iron pin, w/cap, set on the North line of Section 8 at the Northeast corner of a 40.923 acre tract of J. McFall as recorded in Volume 786, Page 833 of Official Record and the TRUE PLACE OF BEGINNING,

Thence with the North line of Section 8, South 89°-23'46" East 2545.16' feet to a 5/8" iron pin, w/cap, set at the Northwest corner of a 0.051 acre tract of P.C.C. & St. L. Railroad as recorded in Volume 55, Page 328 of Deed Records,

Thence with said 0.051 acre tract, South 45°-43'-47" East 94.57' feet to a 5/8" iron pin, w/cap, set on the East line of Section 8,

Thence with the East line of Section 8 and the West line of a 13.521 acre tract of P.C.C. & St. L. Railroad as recorded in Volume D#2, Page 544 of Deed Records, South 00°-51'-23" West 480.00' feet to a 5/8" iron pin, w/cap, set,

Thence with said 13.521 acre tract and a South line of a 14.054 acre tract of B. Weldon as recorded in Volume 58, Page 53 of Official Record, South 89°-33'-37" East 181.50' feet to a point in creek, passing through a 5/8" iron pin, w/cap, set at 106.50 feet as reference,

Thence with said Weldon tract, South 23°-26'-23" West 198.00' feet to a 5/8" iron pin, w/cap, set,

Thence with said Weldon tract, South 14°-58'-37" East 528.00' feet to a 5/8" iron pin, w/cap, set,

Thence with said Weldon tract, South 33°-23'-31" East 222.80' feet to a point in Cross Creek on the Northerly right-of-way of the Wheeling and Lake Erie Railroad as recorded in Volume 19, Page 620 of Official Record,

Thence with said railroad and a curve to the left, 935.41' feet to a 5/8" iron pin, w/cap, set, said curve having a delta angle of 09°-04'-06", a radius of 5910.15' feet and a chord bearing of South 44°-38'-53" West 934.44' feet,

Thence with said railroad, South 40°-06'-39" West 101.81' feet to a 5/8" iron pin, w/cap, set at the intersection of a spur of said railroad,

Thence with the North right-of-way of said spur and a curve to the right, 435.58' feet to a 5/8" iron pin, w/cap, set, said curve having a delta angle of 44°-40'-13", a radius of 558.686' feet and a chord bearing of North 82°-20'-31" West 424.63' feet,

Thence with said spur, North 60°-00'-23" West 175.00' feet to a 5/8" iron pin, w/cap, set,

Thence with said spur and a curve to the left, 472.71' feet to a 5/8" iron pin, w/cap, set, said curve having a delta angle of 54°-54'-01", a radius of 493.339' feet and a chord bearing of North 87°-27'-24" West 454.84' feet,

Thence with said spur, South 65°-05'-36" West 389.66' feet to a 5/8" iron pin, w/cap, set,

Thence with said spur, South 24°-54'-24" East 30.00' feet to a 5/8" iron pin, w/cap, set,

Thence with said spur, North 65°-05'-36" East 389.66' feet to a 5/8" iron pin, w/cap, set,

Thence with said spur and a curve to the right, 443.97' feet to a 5/8" iron pin, w/cap, set, said curve having a delta angle of 54°-54'-01", a radius of 463.339' feet and a chord bearing of South 87°-27'-24" East 427.18' feet,

Thence with said spur, South 60°-00'-23" East 175.00' feet to a 5/8" iron pin, w/cap, set,

Thence with said spur and a curve to the left, 418.40' feet to a 5/8" iron pin, w/cap, set on the right-of-way of the main line, said curve having a delta angle of 40°-43'-20", a radius of 588.686' feet and a chord bearing of South 80°-22'-04" East 409.65' feet,

Thence with the main line right-of-way, South 40°-06'-25" West 155.92' feet to a 5/8" inch iron pin, w/cap, set at the intersection of a second spur,

Thence with the North right-of-way of second spur and a curve to the right, 250.81' feet to a 5/8" iron pin, w/cap, set, said curve having a delta angle of 25°-43'-20", a radius of 558.686' feet and a chord bearing of North 85°-58'-36" West 248.71' feet,

Thence with said spur, North 73°-06'-56" West 82.00' feet to a 5/8" iron pin, w/cap, set,

Thence with said spur and a curve to the left, 306.63' feet to a 5/8" iron pin, w/cap, set, said curve having a delta angle of 29°-50'-38", a radius of 588.686' feet and a chord bearing of North 86°-09'-21" West 303.18' feet,

Thence with said spur, South 76°-23'-04" West 153.00' feet to a 5/8" iron pin, w/cap, set,

Thence with said spur, South 13°-36'-56" East 30.00' feet to a 5/8" iron pin, w/cap, set,

Thence with said spur, North 76°-23'-04" East 153.00' feet to a 5/8" iron pin, w/cap, set,

Thence with said spur and a curve to the right, 290.74' feet to a 5/8" iron pin, w/cap, set, said curve having a delta angle of 29°-49'-00", a radius of 588.686' feet and a chord bearing of North 85°-51'-20" East 287.47' feet,

Thence with said spur, South 73°-06'-56" East 82.00' feet to a 5/8" iron pin, w/cap, set,

Thence with said spur and a curve to the left, 238.35' feet to a 5/8" iron pin, w/cap, set on the Westerly right-of-way of the main line, said curve having a delta angle of 23°-17'-45", a radius of 588.686' feet and a chord bearing of South 84°-45'-50" East 237.71' feet,

Thence with the main line right-of-way, South 35°-56'-01" West 1016.73' feet to a 5/8" iron pin, w/cap, set,

Thence with the main line right-of-way, North 76°-12'-10" West 229.79' feet to a 5/8" iron pin, w/cap, set,

Thence with the main line right-of-way, South 13°-47'-49" West 464.60' feet to a 5/8" iron pin, w/cap, set,

Thence with the main line right-of-way, South 35°-19'-23" West 300.30' feet to a 5/8" iron pin, w/cap, set,

Thence with the main line right-of-way, South 32°-23'-25" West 259.30' feet to a 5/8" iron pin, w/cap, set,

Thence with the main line right-of-way, South 44°-30'-35" West 388.30' feet to a 5/8" iron pin, w/cap, set,

Thence with the main line right-of-way, South 53°-29'-55" West 224.68' feet to a 5/8" iron pin, w/cap, set,

Thence with the main line right-of-way, South 85°-28'-56" West 483.68' feet to a 5/8" iron pin, w/cap, set,

Thence with the main line right-of-way, South 64°-10'-29" West 1351.18' feet to a point in the creek,

Thence with the main line right-of-way, South 83°-46'-01" West 365.35' feet to a point in the creek at the Southeast corner of a 0.434 acre tract of G. & P. Bickerstaff as recorded in Volume 527, Page 651 of Official Record,

Thence with the East line of said 0.434 acre tract, North 02°-36'-00" East 165.22' feet to a point in County Road 74, passing through a 5/8" iron pin, found at 50.22' and 145.22' feet as reference,

Thence with said road and 0.434 acre tract and the North line of a 0.527 acre tract of G. & P. Bickerstaff as recorded in Volume 158, Page 959 of Official Record, North 72°-03'-32" West 184.19' feet to a 5/8" iron pin, w/cap, set on the North side of said road pavement,

Thence leaving said road and with said 0.527 acre tract, South 02°-36'-00" West, 244.05' feet to a point in the creek on said railroad main line right-of-way, passing through a 5/8" iron pin, w/cap, set at 50.00' and 199.05' feet as reference,

Thence with the main line right-of-way, South 82°-32'-59" West 312.48' feet to a 1/2" iron pin, w/cap, found on the East line of a 6.0109 acre tract of J. & L. Raymond as recorded in Volume 449, Page 208 of Official Record,

Thence with said Raymond tract and the East line of a 7.943 acre tract of E. Paulman as recorded in Volume 301, Page 631 of Official Record and the East line of a 20.7375 acre tract of J. & L. Raymond as recorded in Volume 449, Page 208 of Official Record, North 07°-00'-55" West 993.29' feet to a 5/8" iron pin, found,

Thence with said 20.7375 acre tract and the East line of a 0.537 acre tract of C. Benzel as recorded in Volume 434, Page 967 of Official Record, North 25°-37'-29" West 230.95' feet to a 5/8" iron pin, found,

Thence with said 0.537 acre tract and the East line of a 2.355 acre tract of M. Benzel as recorded in Volume 293, Page 775 of Official Record, North 16°-59'-00" East 65.89' feet to an axle, found,

Thence with said 2.355 acre tract, North 70°-41'-08" East 99.00' feet to a point in the creek on the West line of a 39.50 acre tract of Gould, Koalmont, Long Run Wildlife Association as recorded in Volume 348, Page 368 of Deed Records, passing through a 5/8" inch iron pin, w/cap, set at 70.00' feet as reference,

Thence with said 39.50 acre tract, South 11°-18'-52" East 759.00' feet to a 5/8" iron pin, w/cap, set,

Thence with said 39.50 acre tract, North 79°-56'-08" East 231.00' feet to a 5/8" iron pin, w/cap, set,

Thence with said 39.50 acre tract, North 45°-11'-08" East 165.00' feet to a 5/8" iron pin, w/cap, set,

Thence with said 39.50 acre tract, North 29°-41'-08" East 247.50' feet to a 5/8" iron pin, w/cap, set,

Thence with said 39.50 acre tract, North 56°-41'-08" East 303.20' feet to a 5/8" iron pin, w/cap, set,

Thence with said 39.50 acre tract, North 00°-48'-52" West 1520.10' feet to a 5/8" iron pin, w/cap, set,

Thence with said 39.50 acre tract, South 89°-18'-29" West 759.86' feet to a point in the creek on the South line of a 1 acre tract of M. Christoff as recorded in Volume 434, Page 35 of Official Record, passing through a 5/8" iron pin, w/cap, set at 659.86' feet as reference,

Thence with said Christoff tract and the South lines of two 1 acre tracts of B. Donley as recorded in Volume 725, Page 547 of Official Record, the South line of a 33.034 acre tract of V. Quinn as recorded in Volume 600, Page 76 of Official Record and the South line of a 0.44 acre tract of Ohio Power Co. as recorded in Volume 338, Page 96 of Deed Records, North 54°-24'-52" East 820.93' feet to a 5/8" iron pin, w/cap, set on the South edge of Township Road 166,

Thence with said Township Road and 33.034 acre tract, North 47°-32'-52" East 387.92 feet to a 5/8" iron pin, w/cap, set,

Thence with said 33.034 acre tract, North 00°-10'-08" West 579.03' feet to a point in the creek on the South line of said McFall tract,

Thence with said McFall tract, South 88°-50'-53" East 1199.01' feet to a stone, found, passing through a 5/8" iron pin, w/cap, set at 100.00' feet as reference,

Thence with said McFall tract, North 01°-00'-43" East 1318.97' feet to an iron pin and THE TRUE PLACE OF BEGINNING, the herein described tract containing 332.427 acres more or less, excepting out a 5.650 acre tract of the residue of a tract of Foote Mineral Co. as recorded in Volume 467, Page 458 of Deed Records and being more particularly described as follows,

Beginning for reference at a 5/8" iron pin, w/cap, set at the Northwest corner of the above 332.419 acre tract on the North line of Section 8 and the Northeast corner of said Eddy tract,

Thence South 01°-00'-43" West 1970.38' feet to a 5/8" iron pin, w/cap, set and THE TRUE PLACE OF BEGINNING,

Thence South 61°-37'-17" East 145.00' feet to a 5/8" iron pin, w/cap, set,

Thence South 37°-00'-43" West 756.28' feet to a 5/8" iron pin, w/cap, set,

Thence North 44°-21'-17" West 354.01' feet to a 5/8" iron pin, w/cap, set,

Thence North 37°-00'-43" East 650.00' feet to a 5/8" iron pin, w/cap, set,

Thence South 61°-37'-15" East 209.01' feet to an iron pin and THE TRUE PLACE OF BEGINNING, there herein described tract containing 5.650 acres more or less, leaving 326.777 acres more or less, 321.265 acres in Section 8 subject to all legal highways, easements or restrictions of record,

The basis of bearing was taken from County Monuments 154 and 155 and based on State Plane Coordinates,

Description of said tract on survey by Bonar Surveying Registered Surveyor #7134, January 8, 2007.

Prior Deed Reference: OR Vol. 926, Page 470

Permanent Parcel No.: 03-01003-000

EXHIBIT B

Habitat Easement Tract 1

Being a portion of the land located in the southwest quarter of Section 8, Township 6, Range 2, Jefferson County, State of Ohio more particularly described as follows: Commencing at a found ½ inch iron pin at the southwest corner of lands now or formerly of Cyprus-Amax Minerals Company as recorded in O.R. vol. 926 page 470, being North 82°32'59" East a distance of 492.37 feet to a point in the creek as shown on the Survey Plat for Cyprus Amax Minerals Company by Bonar Surveying last revised July 25, 2010;

THENCE along the easterly line of lands now or formerly of Austin J. Raymond as recorded in vol. 1508 page 2465 in the recorders office of Jefferson County North 07°00' 38" West a distance of 186.67 feet to the point of BEGINNING;

THENCE continuing along the said lands now or formerly of Austin J. Raymond North 07°00'38" West a distance of 806.33 feet to a 5/8 inch iron pin;

THENCE continuing along the said lands now or formerly of Austin J. Raymond North 25°35'38" West 164.69 feet to a 5/8 inch iron pin found at the southeast corner of lands now or formerly of Kelly and Casey Clark as recorded in Vol. 1411 page 103;

THENCE along the eastern line of lands now or formerly of Kelly and Casey Clark the following two courses and distances:

1. North 25°40'28" West a distance of 66.23 feet to a 5/8 inch iron pin;
2. North 17°13'36" East a distance of 66.36 feet to a point;

THENCE along the southerly line of lands now or formerly of Brittany N. Buchanan recorded in Vol. 1383 page 72 North 70°58'19" East a distance of 98.17 feet to a point on the westerly line of lands now or formerly of the Long Run Wildlife Association as recorded in Vol. 348 Page 368;

THENCE along the said westerly line of lands now or formerly of the Long Run Wildlife Association South 11°16'06" East a distance of 758.28 feet to an iron pin;

THENCE along the southerly line of lands now or formerly of the Long Run Wildlife Association North 79°57'04" East a distance of 20.12 feet to a point on the contour line based in NAVD 88 determined by a GPS survey dated November 2013;

THENCE in a southeasterly direction along the contour line a distance of 328.9 feet ± to the northerly road right of way of County Road 74;

THENCE along the said northerly right of way of County Road 74 the following four courses and distances:

1. South 67°46'23" West a distance of 28.70 feet to a point;
2. South 61°24'27" West a distance of 188.26 feet to a point;
3. South 72°10'18" West a distance of 13.06 feet to a point;

4. South 86°53'10" West a distance of 74.32 feet to the POINT or PLACE of BEGINNING.

Containing 3.123 acres of land.

Bearings are based on the Ohio State Plane Coordinate System, NAD83, North Zone, referenced to Jefferson County Monument 155, as per GPS observations made in November 2013.

This description is written based on a field survey completed on September 4, 2024 by Gwen S. Cunningham, PS No. 8742.

Gwen S. Cunningham

Gwen Sora Cunningham, PS

Reg No. 8742

10/24/2024

Date



Habitat Easement Tract 2

Being a portion of the land located in the south half of Section 8, Township 6, Range 2, Jefferson County, State of Ohio more particularly described as follows: Commencing at a found stone on the easterly line of the Northwest Quarter of Section 8, also being the southeasterly corner of lands now or formerly of Martin Drew Karas, being South 01°02'18" West a distance of 1,318.91 feet to an iron pin with cap stamped JHA on the northerly line of section 8;

THENCE South 01°06'06" West a distance of 3,198.79 feet to a point on the southerly line of lands now or formerly of Cyprus-Max as recorded in O.R. Volume 926 Page 470 to the Point of Beginning;

THENCE along the said southerly line of lands now or formerly of Cyprus-Max the following two courses and distances:

1. South 64°11'34" West a distance of 1,351.18 feet to a point in the creek;
2. South 83°47'06" West a distance of 365.02 feet to a point in the creek;

THENCE along easterly line of lands now or formerly of Gary and Phyllis Bickerstaff recorded in Vol. 527 Page 183 North 02°35'13" East a distance of 136.82 feet to a point on the southerly right of way of County Route 74;

THENCE along the southerly right of way of County Route 74 the following (13) thirteen courses and distances:

1. Along a curve to the left having a radius of 619.50 feet, an arc length of 355.81 feet, a delta angle of 32°54'29", a chord of North 88°05'42" East a distance of 350.95 feet;
2. North 70°41'29" East a distance of 165.28 feet to a point;
3. North 62°59'42" East a distance of 361.04 feet to a point;
4. North 61°16'18" East a distance of 1,503.24 feet to a point;
5. North 51°53'31" East a distance of 94.54 feet to a point;
6. North 43°11'24" East a distance of 100.87 feet to a point;
7. North 38°40'26" East a distance of 142.99 feet to a point;
8. North 38°05'08" East a distance of 236.28 feet to a point;
9. Along a curve to the left having a radius of 1,181.75 feet, an arc length of 310.04 feet, a delta angle of 15°01'55", a chord of North 27°54'47" East of 309.15 feet to a point;
10. North 20°09'46" East a distance of 133.30 feet to a point;
11. North 16°27'38" East a distance of 173.79 feet to a point;
12. Along a curve to the right having a radius of 746.52 feet, an arc length of 893.21 feet, a delta angle of 68°33'16", a chord of North 49°03'25" East a distance of 840.87 feet to a point;
13. Along a curve to the right having a radius of 893.09 feet, an arc length of 261.55 feet, a delta angle of 16°46'46", a chord of South 89°43'05" East a distance of 260.62 feet to a point on the said southerly line of lands now or formerly of Cyprus-Max;

THENCE along the said southerly line of lands now or formerly of Cyprus-Max the following courses and distances:

1. South 35°57'06" West a distance of 861.56 feet to a point;
2. North 76°11'05" West a distance of 229.79 feet to a point;
3. South 13°48'54" West a distance of 464.60 feet to a point;
4. South 35°20'28" West a distance of 300.30 feet to a point;
5. South 32°24'30" West a distance of 259.30 feet to a point;
6. South 44°31'40" West a distance of 388.30 feet to a point;
7. South 53°31'00" West a distance of 224.68 feet to a point;
8. South 85°30'01" West a distance of 483.68 feet to the point or place of BEGINNING.

Containing 22.479 acres.

Bearings are based on the Ohio State Plane Coordinate System, NAD83, North Zone, referenced to Jefferson County Monument 155, as per GPS observations made in November 2013.

This description is written based on a field survey completed on September 4, 2024 by Gwen S. Cunningham, PS No. 8742.

Gwen Sora Cunningham

Gwen Sora Cunningham, PS

Reg No. 8742

10/24/2024

Date



Habitat Easement Tract 3

Being a portion of the land located in the northwest quarter of Section 2, Township 6, Range 2, Jefferson County, State of Ohio more particularly described as follows: Commencing at a found iron pin on the westerly line of the said section 2 said point being South 00°42'47" West a distance of 512.93 feet to a found iron pin with cap stamped JHA at the northwest corner of section 2;

THENCE South 89°35'08" East a distance of 78.69 feet to a point on the 700 foot contour line, said elevation based on NAVD88 established by GPS observations in July 2022, the Point of BEGINNING;

THENCE along the western line of lands now or formerly of Gary W. Weldon, ET UX as recorded in Vol. 954 Page 899 the following four (4) courses and distances:

1. South 89°35'08" East a distance of 102.89 feet to a point in the creek;
2. South 23°23'58" West a distance of 197.86 feet to a point in the creek;
3. South 15°01'02" East a distance of 528.00 feet to a found iron pin;
4. South 33°21'33" East a distance of 221.54 feet to point on the northerly line of lands now or formerly of the Wabash Pittsburgh Railroad as recorded in Vol. 90 Page 488;

THENCE along a curve to the left having a radius of 6015.13 feet, an arc length of 148.12 feet a delta angle of 1°24'39" a chord of South 48°23'30" West a distance of 148.12 feet to a point on the said 700ft contour line;

THENCE along the said 700ft contour line the following twenty-two (22) courses and distances:

1. North 63°51'13" West a distance of 36.09 feet to a point;
2. South 85°39'05" West a distance of 43.55 feet to a point;
3. North 82°42'01" West a distance of 69.00 feet to a point;
4. North 19°11'40" West a distance of 64.25 feet to a point;
5. Along a curve to the left having a radius of 99.78 feet, an arc length of 239.14 feet, a delta angle of 137°18'50", a chord of North 05°20'16" West a distance of 185.55 feet to a point;
6. North 75°41'02" West a distance of 46.84 feet to a point;
7. North 09°34'38" East distance of 33.77 feet to a point;
8. North 09°30'22" West a distance of 22.99 feet to a point;
9. North 17°16'28" East a distance of 28.03 feet to a point;
10. North 09°28'07" East a distance of 57.87 feet to a point;
11. North 03°28'25" West a distance of 59.81 feet to a point;
12. North 14°48'47" West a distance of 61.36 feet to a point;
13. North 23°37'00" East a distance of 19.97 feet to a point;
14. North 34°49'18" West a distance of 40.73 feet to a point;
15. North 10°45'39" West a distance of 27.16 feet to a point;
16. North 24°18'09" East a distance of 17.73 feet to a point;
17. North 07°40'32" East a distance of 67.90 feet to a point;

18. North 19°06'37" East a distance of 79.27 feet to point;
19. North 04°35'24" West a distance of 64.76 feet to a point;
20. North 00°04'05" West a distance of 29.45 feet to a point;
21. North 30°07'08" East a distance of 35.42 feet to a point;
22. North 15°16'51" East a distance of 79.56 feet to the point or place of BEGINNING.

Containing 3.249 acres.

Bearings are based on the Ohio State Plane Coordinate System, NAD83, North Zone, referenced to Jefferson County Monument 155, as per GPS observations made in November 2013.

This description is written based on a field survey completed on September 4, 2024 by Gwen S. Cunningham, PS No. 8742.

Gwen Sora Cunningham

Gwen Sora Cunningham, PS

Reg No. 8742

10/24/2024

Date



Habitat Easement Tract 4

Being a portion of the land located in the northwest quarter of Section 8, Township 6, Range 2, Jefferson County, State of Ohio more particularly described as follows: Commencing at a found stone at the intersection of the easterly line of the northwest quarter of Section 8 and the northerly line of lands now or formerly of Cyprus-Amax as recorded in O.R. Vol. 926 page 470, being North 01°02'18" East a distance of 1,318.91 feet to a found iron pin with cap stamped RLS 7134 at the north quarter corner of Section 8;

THENCE along the said northerly line of Cyprus-Amax North 88°52'02" West a distance of 946.19 feet to a point on the 720 ft contour based on NAVD88 datum as established by GPS in November 2013, the Point of BEGINNING;

THENCE along the said 720 ft contour line the following twenty-four (24) courses and distances:

1. South 29°01'34" East a distance of 52.41 feet to a point;
2. South 20°42'17" West a distance of 36.40 feet to a point;
3. Along a curve to the right having a radius of 105.66 feet, an arc length of 127.30 feet, a delta angle of 69°01'38", a chord of South 28°49'52" West a distance of 119.74 feet;
4. Along a curve to the right having a radius of 276.35 feet, an arc length of 102.45 feet, a delta angle of 21°14'25", a chord of South 14°38'02" West a distance of 101.86 feet to a point;
5. Along a curve to the right having a radius of 497.33 feet, an arc length of 159.44, a delta angle of 18°22'08", a chord of South 8°06'12" East a distance of 158.76 feet to a point;
6. South 67°38'04" West a distance of 23.73 feet to a point;
7. South 41°03'59" West a distance of 43.00 feet to a point;
8. South 31°50'21" West a distance of 68.83 feet to a point;
9. South 21°27'36" West a distance of 63.58 feet to a point;
10. South 38°54'21" West a distance of 106.24 feet to a point;
11. South 24°03'59" West a distance of 48.33 feet to a point;
12. South 49°14'03" West a distance of 123.84 feet to a point;
13. South 72°02'52" West a distance of 28.61 feet to a point;
14. South 34°21'00" West a distance of 53.58 feet to a point;
15. South 62°06'44" West a distance of 61.31 feet to a point;
16. South 52°18'46" West a distance of 80.10 feet to a point;
17. South 67°12'54" West a distance of 46.54 feet to a point;
18. South 48°54'04" West a distance of 39.03 feet to a point;
19. South 59°04'51" West a distance of 109.04 feet to a point;
20. South 46°56'41" West a distance of 56.90 feet to a point;
21. South 55°06'30" West a distance of 65.72 feet to a point;
22. South 61°00'05" West a distance of 34.86 feet to a point;
23. South 44°41'52" West a distance of 47.73 feet to a point;
24. South 48°51'22" West a distance of 220.03 feet to a point on the northerly line of the GKL Wildlife Association as recorded in Vol. 348 Page 368;

THENCE along the said northerly line of the GKL Wildlife Association South 89°21'25" West a distance of 199.78 feet to a point in the creek on the westerly line of said lands now or formerly of Cyprus-Amax;

THENCE along the said westerly line of the said lands now or formerly of Cyprus-Amax the following eight (8) courses and distances:

1. North 54°30'53" East a distance of 294.02 feet to a point;
2. North 54°26'02" East a distance of 382.00 feet to a point;
3. North 54°26'11" East a distance of 125.07 feet to a point;
4. North 54°57'42" East a distance of 18.60 feet to a point;
5. North 47°32'29" East a distance of 387.57 feet to a point;
6. North 00°08'58" West a distance of 127.10 feet to a point;
7. North 00°09'03" West a distance of 50.79 feet to a point;
8. North 00°09'43" West a distance of 401.14 feet to a point;

THENCE along the southern line of lands now or formerly of Donald L Jr. and Catherine R. Hoover as recorded in Vol. 1460 Page 610 South 88°52'02"East a distance of 253.02 feet to the point or place of BEGINNING.

Containing 5.365 acres.

Bearings are based on the Ohio State Plane Coordinate System, NAD83, North Zone, referenced to Jefferson County Monument 155, as per GPS observations made in November 2013.

This description is written based on a field survey completed on September 4, 2024 by Gwen S. Cunningham, PS No. 8742.



Gwen Sora Cunningham, PS

Reg No. 8742

10/24/2024

Date

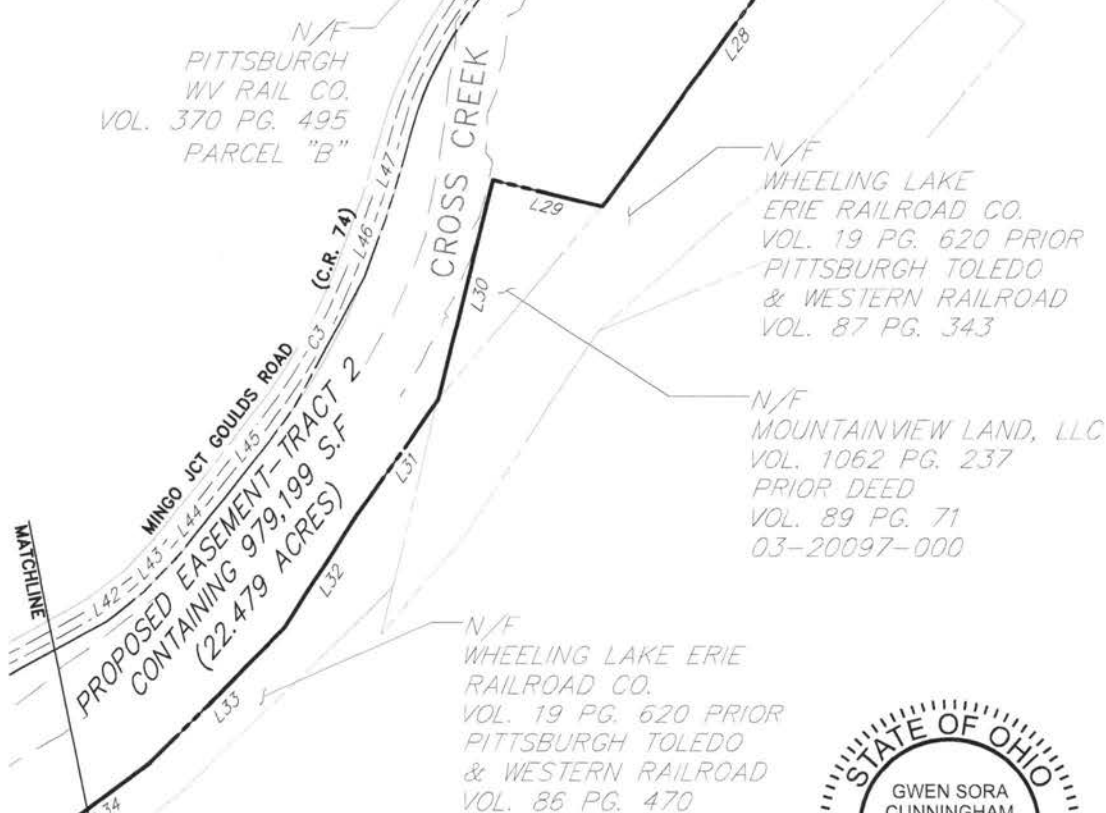


EXHIBIT C

DESIGN BY: MTD	DATE: 10/11/2024
CHKD BY: GSC	SCALE: 1"=200'
DRAWN BY: MTD	PROJECT NO.: 110952003
CHKD BY: MSS	SHEET NO.: 1 OF 1



SCALE: 1"=3000'
SOUTH LINE OF THE
NE 1/4 SECTION 8
NORTH LINE OF THE
SE 1/4 SECTION 8

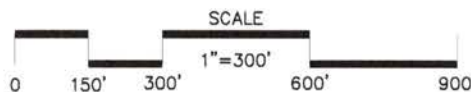


LEGEND

- P.O.B. Place of Beginning
P.O.C. Place of Commencement
- Iron Pin (Found)
See Map for Diameter
- 8" Iron PIN (set)
Cap. Stamped Rettew 8742
- Stone (Found)
See Map for Diameter
- Quarter Section Line
--- Section Line
--- County Line
--- Township Line



10/24/2024
GWEN SORA CUNNINGHAM, P.S. DATE:



RETTEW
RETTEW Associates, Inc.
3020 Columbus Avenue, Lancaster, PA 17603
Phone (717) 384-3721 Fax (717) 384-1083
Email: rette@rette.com
Website: www.rette.com

CLIENT:
CYPRUS AMAX
MINERALS COMPANY

HABITAT EASEMENT - TRACT 2
CYPRUS-AMAX MINERALS COMPANY
TOWNSHIP 3-N RANGE 2-W, CROSS CREEK TWP CARROLL COUNTY, OHIO
CROSS CREEK TOWNSHIP JEFFERSON COUNTY, OHIO

DESIGN BY:	MTD	DATE:	10/11/2024
CHKD BY:	GSC	SCALE:	1"=200'
DRAWN BY:	MTD	PROJECT NO.:	110952003
CHKD BY:	MSS	SHEET NO.:	1 OF 3



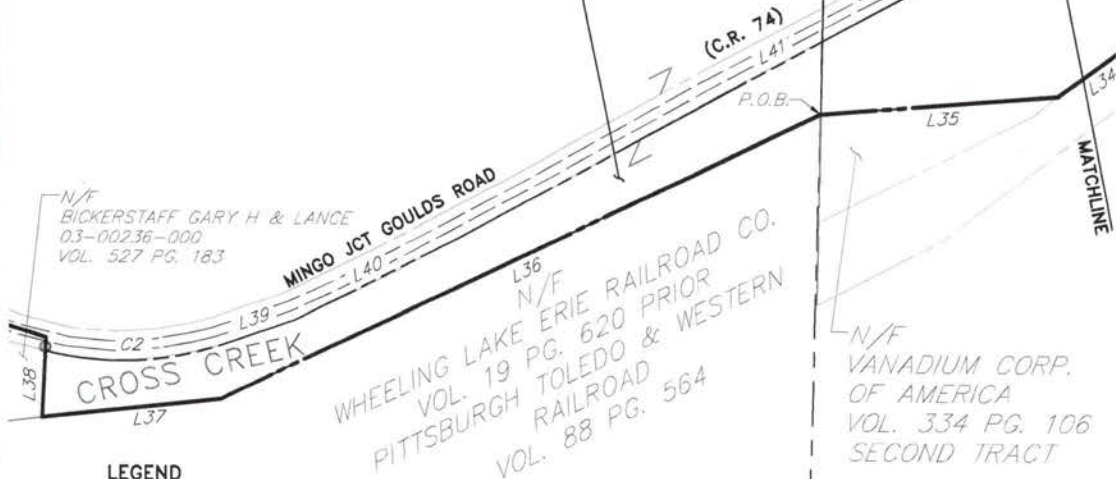
SCALE: 1"=3000'



10/24/2024
GWEN SORA CUNNINGHAM, P.S. DATE:

N/F
CYPRUS-AMAX
O.R. VOL. 926 PG. 470
03-01003-000

PROPOSED EASEMENT-TRACT 2
CONTAINING 979,199 S.F.
(22.479 ACRES)



LEGEND

- P.O.B. Place of Beginning
- P.O.C. Place of Commencement
- Iron Pin (Found)
See Map for Diameter
- 5/8" Iron PIN (set)
Cap. Stamped Rettew 8742
- Stone (Found)
See Map for Diameter
- Quarter Section Line
- Section Line
- County Line
- Township Line

SOUTH LINE OF THE SW $\frac{1}{4}$ SECTION 8
NORTH LINE OF THE NW $\frac{1}{4}$ SECTION 7

SCALE
0 150' 300' 600' 900'
1"=300'

RETTIEW
RETTIEW Associates, Inc.
3025 Chambers Avenue, Lancaster, PA 17603
Phone (717) 394-3721 Fax (717) 394-1083
Email: rettiew@rettiew.com
Website: www.rettiew.com

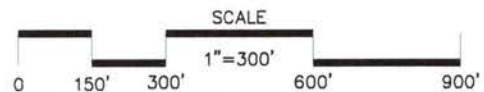
CLIENT:
CYPRUS AMAX
MINERALS COMPANY

HABITAT EASEMENT - TRACT 2
CYPRUS-AMAX MINERALS COMPANY
TOWNSHIP 6-N RANGE 2-W, CROSS CREEK TWP CARROLL COUNTY, OHIO
CROSS CREEK TOWNSHIP JEFFERSON COUNTY, OHIO

DESIGN BY:	MTD	DATE:	10/11/2024
CHKD BY:	GSC	SCALE:	1"=200'
DRAWN BY:	MTD	PROJECT NO.:	110952003
CHKD BY:	MSS	SHEET NO.:	2 OF 3

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH
C1	261.55	893.09	016°46'46"	260.62'
C2	355.81	619.50	032°54'29"	350.95'
C3	310.04	1181.75	015°01'55"	309.15'
C4	893.21	746.52	068°33'16"	840.87'

LINE TABLE		
Line	Bearing	Length
L28	S35° 57' 06"W	861.56'
L29	N76° 11' 05"W	229.79'
L30	S13° 48' 54"W	464.60'
L31	S35° 20' 28"W	300.30'
L32	S32° 24' 30"W	259.30'
L33	S44° 31' 40"W	388.30'
L34	S53° 31' 00"W	224.68'
L35	S85° 30' 01"W	483.68'
L36	S64° 11' 34"W	1351.18'
L37	S83° 47' 06"W	365.02'
L38	N02° 35' 13"E	136.82'
L39	N70° 41' 29"E	165.28'
L40	N62° 59' 42"E	361.04'
L41	N61° 16' 18"E	1503.24'
L42	N51° 53' 31"E	94.54'
L43	N43° 11' 24"E	100.87'
L44	N38° 40' 26"E	142.99'
L45	N38° 05' 08"E	236.28'
L46	N20° 09' 46"E	133.30'
L47	N16° 27' 38"E	173.79'



RETTEW
 RETTEW Associates, Inc.
 3020 Columbus Avenue, Lancaster, PA 17603
 Phone (717) 394-3721 Fax (717) 394-1083
 Email: rettew@rettew.com
 Website: www.rettew.com

CLIENT:
 CYPRUS AMAX
 MINERALS COMPANY

HABITAT EASEMENT - TRACT 2
 CYPRUS-AMAX MINERALS COMPANY
 TOWNSHIP 6-N RANGE 2-W, CROSS CREEK TWP CARROLL COUNTY, OHIO
 CROSS CREEK TOWNSHIP JEFFERSON COUNTY, OHIO

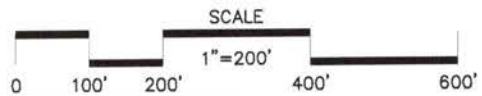
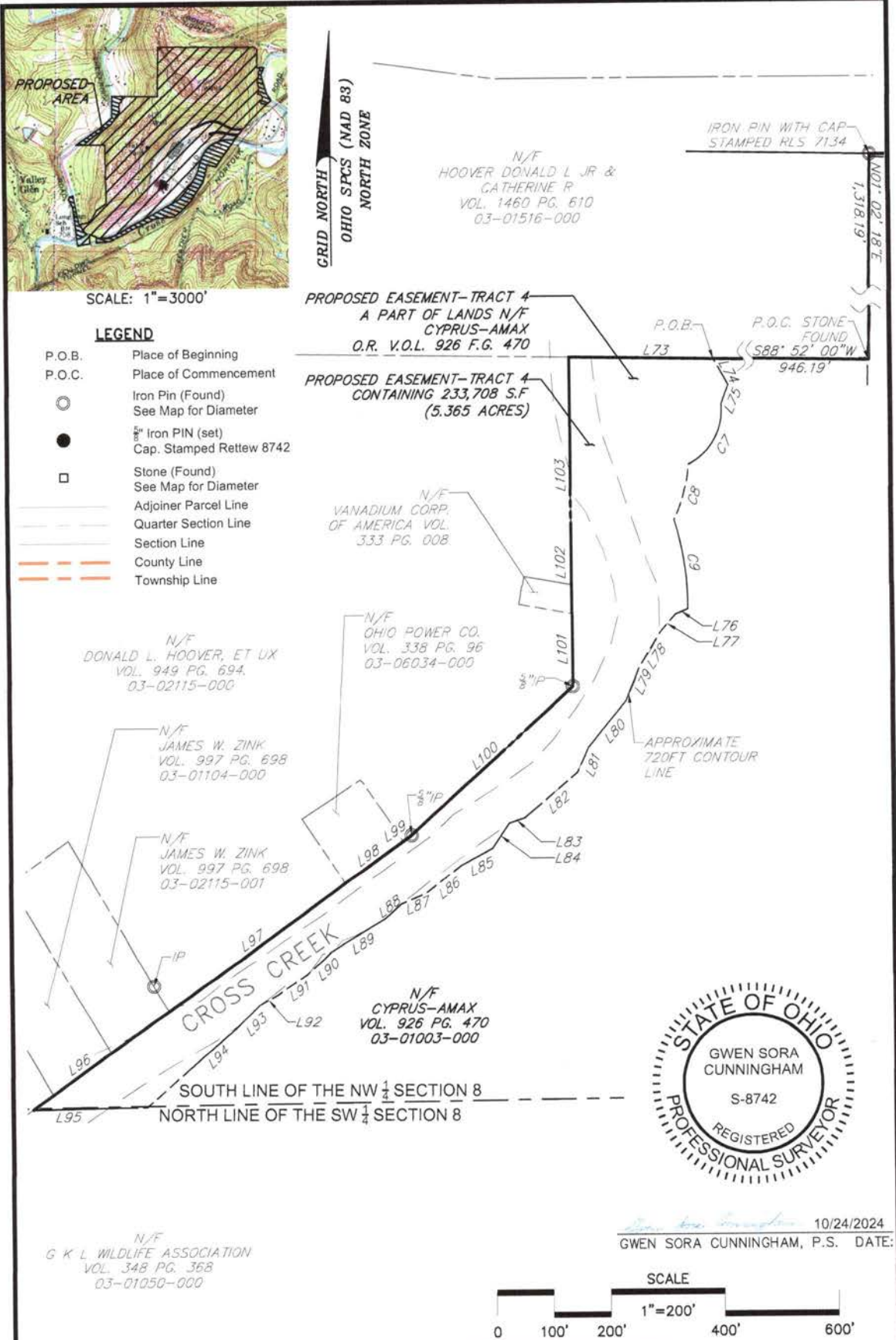
DESIGN BY: MTD	DATE: 10/11/2024
CHKD BY: GSC	SCALE: 1"=200'
DRAWN BY: MTD	PROJECT NO: 110952003
CHKD BY: MSS	SHEET NO: 3 OF 3



SCALE: 1"=3000'

LEGEND

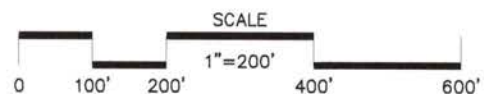
- P.O.B. Place of Beginning
- P.O.C. Place of Commencement
- Iron Pin (Found)
See Map for Diameter
- 1/2" Iron PIN (set)
Cap. Stamped Rettew 8742
- Stone (Found)
See Map for Diameter
- Adjoiner Parcel Line
- - - Quarter Section Line
- - - Section Line
- - - County Line
- - - Township Line



<div>RETTREW</div> <div>RETTREW Associates, Inc. 3030 Columbus Avenue, Lancaster, PA 17603 Phone (717) 364-1721 Fax (717) 364-1083 Email: retrew@retrew.com Website: www.rettrew.com</div>	CLIENT	HABITAT EASEMENT - TRACT 4	DESIGN BY:	MTD	DATE:	10/12/2024
	CYPRUS AMAX MINERALS COMPANY	CYPRUS-AMAX MINERALS COMPANY	CHKD BY:	GSC	SCALE:	1"=200'
			DRAWN BY:	MTD	PROJECT NO.:	110952003
			CHKD BY:	MSS	SHEET NO.:	1 OF 2
			TOWNSHIP 6-N RANGE 2-W, CROSS CREEK TWP CARROLL COUNTY, OHIO			
CROSS CREEK TOWNSHIP JEFFERSON COUNTY, OHIO						

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH
C7	127.299	105.665	069°01'38"	119.74'
C8	102.446	276.349	021°14'25"	101.86'
C9	159.443	497.333	018°22'08"	158.76'

LINE TABLE		
Line	Bearing	Length
L73	S88° 52' 02"E	253.02'
L74	S29° 01' 34"E	52.41'
L75	S20° 42' 17"W	36.40'
L76	S67° 38' 04"W	23.73'
L77	S41° 03' 59"W	43.00'
L78	S31° 50' 21"W	68.83'
L79	S21° 27' 36"W	63.58'
L80	S38° 54' 21"W	106.24'
L81	S24° 03' 59"W	48.33'
L82	S49° 14' 03"W	123.84'
L83	S72° 02' 52"W	28.61'
L84	S34° 21' 00"W	53.58'
L85	S62° 06' 44"W	61.31'
L86	S52° 18' 46"W	80.10'
L87	S67° 12' 54"W	46.54'
L88	S48° 54' 04"W	39.03'
L89	S59° 04' 51"W	109.04'
L90	S46° 56' 41"W	56.90'
L91	S55° 06' 30"W	65.72'
L92	S61° 00' 05"W	34.86'
L93	S44° 41' 52"W	47.73'
L94	S48° 51' 22"W	220.03'
L95	S89° 21' 25"W	199.78'
L96	N54° 30' 53"E	294.02'
L97	N54° 26' 02"E	382.00'
L98	N54° 26' 11"E	125.07'
L99	N54° 57' 42"E	18.60'
L100	N47° 32' 29"E	387.57'
L101	N00° 08' 58"W	127.10'
L102	N00° 09' 03"W	50.79'
L103	N00° 09' 43"W	401.14'



RETTEW
 RETTEW Associates, Inc.
 3020 Columbia Avenue, Lancaster, PA 17603
 Phone (717) 364-3721 Fax (717) 364-1083
 Email: rettew@rettew.com
 Website: www.rettew.com

CLIENT:
 CYPRUS AMAX
 MINERALS COMPANY

HABITAT EASEMENT - TRACT 4
 CYPRUS-AMAX MINERALS COMPANY
 TOWNSHIP 6-N RANGE 2-W, CROSS CREEK TWP CARROLL COUNTY, OHIO
 CROSS CREEK TOWNSHIP JEFFERSON COUNTY, OHIO

DESIGN BY: MTD	DATE: 10/11/2024
CHKD BY: GSC	SCALE: 1"=200'
DRAWN BY: MTD	PROJECT NO.: 110952003
CHKD BY: MSS	SHEET NO.: 2 OF 2

Attachment B

ATTACHMENT B

Memorandum of Understanding for the Eastern Hellbender Habitat Enhancement and Monitoring
Project Between the Ohio Environmental Protection Agency,
The Columbus Zoo and Aquarium, Gregory Lipps, and Cyprus Amax Minerals Company

I. Introduction

This Memorandum of Understanding ("MOU" or "Agreement") by and between the Ohio Environmental Protection Agency ("Ohio EPA"), Cyprus Amax Minerals Company ("Cyprus"), The Columbus Zoo and Aquarium, and Gregory Lipps is entered into to facilitate coordination and cooperation among the parties to implement the Eastern Hellbender Habitat Enhancement and Monitoring Project (Project). This Project is part of a natural resource damages settlement between Ohio EPA and Cyprus that compensates the public for possible injuries related to the Satralloy Site located in Cross Creek Township, Jefferson County, Ohio.

II. Parties and Roles:

Cyprus: Cyprus will be the provider of the one-time two hundred and three thousand dollars (\$203,000.00) payment to The Columbus Zoo and Aquarium to support the Project being conducted by Gregory Lipps, the principal investigator ("PI") for the Project.

The Columbus Zoo and Aquarium: The Columbus Zoo and Aquarium will be the primary funding recipient and will be the PI support organization for the Project.

Gregory Lipps: Gregory Lipps will be the PI and party primarily responsible for all aspects of preparation, completing, and reporting on the Project.

Ohio EPA: Ohio EPA will be the primary oversight party that provides any decision making or approvals required throughout and at the conclusion of the Project and will be the primary contact for The Columbus Zoo and Aquarium, PI Gregory Lipps, and Cyprus.

III. Project Summary:

See attached Eastern Hellbender Habitat Enhancement and Monitoring Project summary and description attached to this MOU.

IV. Annual Status Reports:

By January 15, 2026, January 15, 2027, respectively, The Columbus Zoo and Aquarium/PI shall provide Ohio EPA and Cyprus with a written annual status report that includes a summary of work completed on the Project to date, including funds used, planned work for the following year, and any problems or difficulties encountered during the preceding year. The final year of the project (2027), a status report is not required as the Project Completion Report will be submitted and provide the required information. The Project Completion Report is due March 31, 2028.

V. Project Changes:

If the PI identifies a significant change that the PI believes is necessary, the PI will notify Ohio EPA as soon as possible and will submit a request in writing for Ohio EPA staff review and approval. Significant changes could for example include the number of Hellbender huts installed, changes in schedule or project extension, difficulty in getting required supplies, unspent funds, or other changes that may affect the outcome or completion date of the Project when compared to the attached Project summary and description. Ohio EPA will update Cyprus on any changes or significant issues or milestones related to the Project.

VI. Project Completion:

The planned Project Completion Date is December 31, 2027. On or before March 31, 2028, the PI shall submit a Project Completion Report to Ohio EPA for review and approval. The Project Completion Report shall include a description of all activities performed by the PI/The Columbus Zoo and Aquarium and how the goals of the Project have been completed. A final summary of funds expended on the Project shall also be included. The PI and The Columbus Zoo and Aquarium will copy Ohio EPA and Cyprus on any technical or primary research articles produced by the PI based on data or information collected throughout the Project.

VII. Conditions Specific to this Project:

The following conditions specific to this Project are required to be met:

- A. Funds provided by Cyprus will be a one-time payment to The Columbus Zoo and Aquarium to support PI in completing the Project.
- B. Funds are to be used for Project related costs including hellbender huts, salaries, supplies etc. needed to successfully complete the Project.

VIII. Document Submission:

Any documents required to be submitted to Ohio EPA shall be submitted to Brian Tucker DERR-CO Brian.Tucker@epa.ohio.gov, or his successor.

Any documents required to be submitted to Cyprus shall be submitted to Barbara Nielsen, at bnielsen@fmi.com, or her successor.

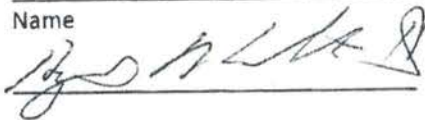
IT IS SO AGREED:

Cyprus Amax Minerals Company

BY: Douglas N. Currault II, Executive VP

3/4/2025

Name



Date

The Columbus Zoo and Aquarium

BY:

Angel Mumma, SVP of Finance

2/28/2025

Name

Date



Gregory Lipps

BY:

Gregory Lipps, Conservation Biologist

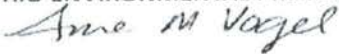
2/28/2025

Name

Date



OHIO ENVIRONMENTAL PROTECTION AGENCY



3/5/2025

Anne M. Vogel, Director

Date

Ohio Environmental Protection Agency

Project Title: Eastern Hellbender Habitat Enhancement and Monitoring

PI: Gregory Lipps, The Columbus Zoo and Aquarium

Sponsor: Cyprus Amax Minerals Company (Cyprus)

Start Date: January 1, 2025

End Date: December 31, 2027

Total project budget: \$202,975

Background

The Eastern Hellbender (*Cryptobranchus a. alleganiensis*) is one of the world's largest amphibian species, reaching a total length of up to 70 cm. This completely aquatic salamander inhabits well-oxygenated flowing waters where large rocks are available for shelter and nesting. In Ohio, Hellbenders are found only within the Ohio River drainage and have been documented occurring in streams with watersheds of at least 18 km².

Hellbenders appear to be declining throughout their range, due in part to the loss of riparian forests, stream modifications (e.g., dams and channelization), collecting, excess siltation, introduced game fish, and pollution. Surveys conducted 2006–2009 resulted in 82% fewer observations per person-hour searching than the first statewide survey conducted in the mid-1980s. Due to its rarity and documented declines, the Eastern Hellbender is listed as Endangered by the Ohio Division of Wildlife, and the species is currently being assessed for protection under the U.S. Endangered Species Act.

Hellbender conservation activities have been ongoing since 2010, including twice yearly meetings of the ad hoc Ohio Hellbender Partnership, made up of representatives from the Ohio Department of Natural Resources, U.S. Fish and Wildlife Service, Ohio State University, Columbus Zoo, Toledo Zoo, The Wilds, Penta Career Center, county soil and water conservation districts, park districts, land trusts, and other agencies and NGOs. Many of the partners have focused attention on increasing the quality of Hellbender habitat in Ohio, through riparian forest plantings, cattle exclusion from streams, improving vehicle crossing areas, and the protection of habitat through fee-simple acquisition or conservation easements.

A program to collect eggs from the wild and rear them in biosecure facilities for release at age three began in 2012. Since then, over 1,800 individuals have been released to 26 sites in 10 Ohio waterways. Over 100 Hellbender Huts – artificial concrete structures designed to mimic the cavities found under large rocks – have also been placed into streams to provide additional homes for Hellbenders and to aid in monitoring the populations. In 2023, we found three of these huts (in two watersheds) containing nests being guarded by previously “head-started” individuals, an important milestone in the program.

This project aims to further our knowledge about the Hellbender in Ohio, through the monitoring of populations, installation of additional Hellbender Huts, and the assessment of habitat conditions within the Flushing Escarpment of eastern Ohio.

Project Description

Financial support from Cyprus will be used to accomplish three tasks: (1) Surveys to determine the occurrence and relative abundance of the Eastern Hellbender and assess habitat throughout the Flushing Escarpment of eastern Ohio (Fig. 1); (2) Purchase and installation of Hellbender Huts to provide artificial shelters for Hellbenders in this area; and, (3) Monitoring of Hellbender Huts to assess their effectiveness and population status.

Surveys will be conducted using standard techniques, including turning rocks to search for and capture Hellbenders, investigating crevices under rocks (without moving them) using a dive light and mask, and by checking Hellbender Huts. When a Hellbender is captured, the animal is scanned for a passive integrated transponder ("PIT"), massed, measured, sexed, and any injuries or abnormalities noted. PITs are injected into new captures as a permanent identification. All individuals are released at their point of capture.

Hellbender Huts will be produced by a precast concrete company using low-pH concrete and installed in waterways to provide additional shelters for individuals. The Huts are checked using a waterproof digital borescope to peer inside. A locking lid can also be removed for further inspection or to fully process individuals.

Habitat conditions, particularly the abundance of large shelter rocks and substrate quality, will also be assessed during surveys, providing important information that is used to determine locations where zoo-reared Hellbenders are released each year. In addition, surveys provide important opportunities to identify candidate locations for protection and/or restoration and meet local landowners.

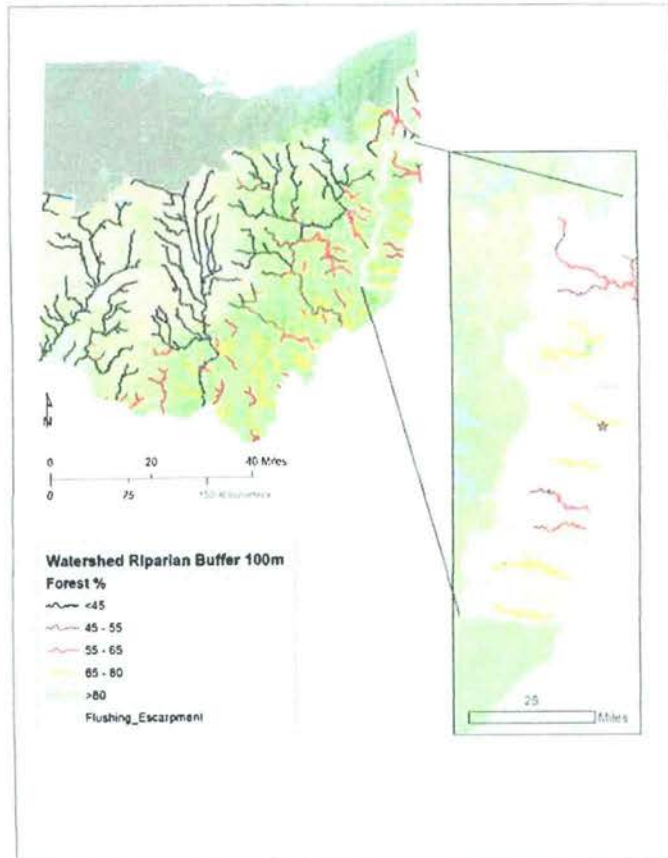


Figure 1. Hellbender distribution in Ohio. All stream segments within the Ohio River drainage having a watershed $>18 \text{ km}^2$ are shown in the larger statewide map, color coded by the percentage of riparian forests in their upstream catchment. Where riparian forests have been mostly lost (western Ohio), the species has been extirpated. The inset map shows the streams of the Flushing Escarpment of eastern Ohio, containing some of the most important remaining sites for the species in the state. The location of the Cyprus Satralloy site along Cross Creek is indicated with a red star.

Timeline

Year 1: Purchase and install 30 Hellbender Huts. Conduct surveys for Hellbenders in at least 15 stream stretches and conduct habitat assessments. Provide written report after completion of field season.

Year 2: Purchase and install 30 Hellbender Huts. Conduct surveys for Hellbenders in at least 15 stream stretches and conduct habitat assessments. Provide written report after completion of field season.

Year 3: Monitor usage of the previously placed Hellbender Huts (60). As feasible, conduct surveys of previously surveyed areas and additional stream stretches, based in part on findings of Years 1 and 2. Provide written report after completion of field season.

Deliverables

Ohio EPA and Cyprus will be provided with yearly reports, no later than January 15 of the following year, describing activities undertaken, including the number of sites surveyed and Hellbender Huts deployed, and the number of Hellbenders detected. Note, the Ohio Division of Wildlife prohibits disclosing locations of rare and sensitive species threatened by poaching (including the Hellbender), and such information will not be included in these reports.

Considerations

Gregory Lipps, through The Columbus Zoo and Aquarium, will be responsible for all aspects of carrying out this project, including:

- Acquiring all necessary permits and complying with requirements of the Ohio DNR, Division of Wildlife.
- Gaining landowner permission to access sites.
- Ordering, transporting, and installing Hellbender Huts.
- Hiring, training, and supervision of employees conducting this work.

Budget

Eastern Hellbender Habitat Enhancement and Monitoring	Cost (inclusive of overhead)
YEAR 1	
Personnel	\$47,254
Materials & Supplies	\$22,335
YEAR 1 Total	\$69,589
YEAR 2	
Personnel	\$48,736
Materials & Supplies	\$22,659
YEAR 2 Total	\$71,395
YEAR 3	
Personnel	\$50,651
Materials & Supplies	\$11,340
YEAR 3 Total	\$61,991
TOTAL, YEARS 1-3	\$202,975

22036184 _1