

RIGHT-OF-ENTRY

KNOW ALL MEN BY THESE PRESENTS that The Olen Corporation (“Lessee”), an Ohio corporation, and Tamarack Enterprises I, L.P., a Delaware limited partnership, and PFK Company I, LLC, a Delaware limited liability company (collectively, “Grantors”), for valuable consideration given by the City of Columbus, Ohio (“City”), a municipal corporation, do hereby grant unto said City, its employees, agents, consulting engineers, contractors, subcontractors, the immediate right to enter upon and have exclusive possession of the following described real property for the purpose of constructing Eleven (11) water monitoring wells (the “Wells”) at the Seven (7) separately numbered locations as shown on Exhibit “A” attached hereto and made a part hereof (the “Property”).

This right-of-entry shall be “Irrevocable” to the extent that City shall have the unmolested right to maintain the Wells until such time as Lessee and Grantors determine in good faith that a particular Well site will be physically impacted by the quarrying operations of Lessee, at which time City shall be given a minimum of Sixty (60) days written notice to remove its facilities and equipment, excluding the well casing, from such location.

Each of the numbered Well site locations, regardless of whether the site contains one (1) or two (2) monitoring Wells, shall measure 30 feet by 30 feet. Lessee will designate access routes to be used by City for access to Well sites. Lessee reserves the right to change designated access routes from time to time.

City agrees that as soon as is practical after all entries made pursuant to the rights granted herein, it shall cause the real property affected by its entry, located within the area shown herein, to be restored to its former condition as nearly as is reasonably possible, subject, however, to the rights contemplated and intended within the scope of this Right-of-Entry (this “Agreement”).

The rights granted in this Agreement are limited to the use of the real property owned by Grantors and leased by Grantors to Lessee (the “Premises”) necessary to accomplish the construction, drilling, and testing of eleven (11) Wells as described above and in attached Exhibit “A”. The rights granted to City herein are non-exclusive. All parties agree to make every effort to conduct their operations in a manner which does not interfere with those of the others.

Ownership

The parties agree that all materials used to construct and operate the Wells shall remain the property of City, and at the completion of their use, will be removed, subject to the “Removal of Wells” section of this Agreement.

The parties agree the ownership of the Premises by Grantors and the leasehold estate of Lessee will not become encumbered as a result of this Agreement. City does not acquire, by this Agreement or its use of the Premises, an easement or any other interest in the Wells or the Premises, except for the limited license created by this Agreement.

There are numerous easements granted which affect the Premises and additional easements will be granted in the future. No rights of present or future holders of easements will be adversely affected by this Agreement.

WPI Zone Not Created

City agrees that the Wells and other improvements do not create any WPI zones as defined in the Columbus Wellfield Protection Ordinance 2560.90, Chapter 1115.

Construction

Construction by City is projected to start as soon as practicable following the execution of this Agreement. City agrees to advise its contractors of City's obligations under this Agreement and to cause its contractors to comply with City's obligations contained in this Agreement. City agrees to enforce the terms of this Agreement. Copies of any change orders, modifications, or deletions shall be promptly furnished to Grantors and Lessee. Such change orders which have an impact on the operation of Grantors or Lessee shall not be effective without their approval. City further agrees to coordinate construction activity with Lessee and Grantors as to access, storage, parking, and other matters having an impact on the operations of Lessee or Grantors.

The City hereby agrees that it shall require any contractor entering upon the described real property, for the purposes of constructing/installing water monitoring wells, to be fully bonded as to performance of the construction/installation and fully insured against liability as to personal and real property damage as well as loss of life. The minimum insurance coverage for real and personal property damage and loss of life shall be \$1,000,000.00.

Location Map

The location of the Wells will be shown on a map of the Premises, which shall be approved by the parties to this Agreement and attached as Exhibit A. The exhibit will be updated to reflect any proposed changes in location of the Wells.

Release

City hereby releases Lessee and Grantors from liability for any damages or losses sustained by City arising or resulting from or relating to aggregate mining or aggregate by-products contamination or pollution of water in Wells drilled by City pursuant to this Agreement or resulting from or relating to the activities of City described in this agreement.

Engineering Data

City will furnish to Lessee and Grantors a copy of "as built" drawings showing the location of the Wells installed. It will also, within a reasonable time after they are prepared, furnish copies of the logs of any drillings (borings) to Grantors and Lessee.

Operations

City acknowledges that Lessee's rights in the Premises, pursuant to the Mineral Lease, are paramount and superior to the rights of City granted in this Agreement. As such, in coordination of operations and in the event of dispute among the parties, the interests of Lessee will control so long as such interests do not negate the rights of City granted in this Agreement.

At all times, including, without limitation, 1) the period of construction, and 2) completion of the project, City agrees to:

- 1) Maintain security of the Premises.
- 2) Coordinate its activities with Lessee and Grantors.
- 3) Not interfere with the present uses of the Premises, which are farming, topsoil removal, and aggregates production.
- 4) Limit its use of the Premises to areas within 30 feet of the location of Wells plus access routes approved by Grantors and Lessee.
- 5) Prohibit the right of access to all persons except those with a need to be on the Premises.
- 6) Require that all persons entering the Premises under the authority of City will be covered by Worker's Compensation Insurance issued through the State of Ohio.
- 7) Permit access roads (built with permission of Grantors and Lessee) constructed by City to be used without restriction by Grantors and Lessee. If gates are locked, keys shall be provided to Lessee and Grantors. When City no longer needs access roads, that part of the Premises is released from this Agreement. It is then available for unrestricted use by Grantor and Lessee, as the case may be, including, but not limited to, mining by Lessee.

Complaints

During both construction and operating phases all parties agree that complaints which they have because of the actions of others will be made in writing to all other parties to this Agreement.

Removal of Wells

The primary use of the Property on which the Wells are to be installed is for aggregates production. Lessee is entitled to possession of the Mineral Premises and the Plant Premises for that purpose under the Mineral Lease. Relevant governmental agencies, including City, have issued mineral extraction permits for the Premises involved in this project. Accordingly, the locations of the Wells are considered temporary. As the area to be mined expands within the permitted area, a Well or Wells will need to be removed. City agrees, at City's expense, to remove the Well or Wells and related equipment from its then present location. The Well or Wells removed may be relocated to a new location that is agreed upon by the Grantor, Lessee, and City. After notice to City is given by Lessee and Grantors that a well or wells must be removed, City shall have 60 days in which to remove its facilities and equipment excluding the well casing from such location.

Assignment

This Agreement is not assignable by any party except Lessee, for the benefit of an assignee or subtenant of Lessee.

Original Right of Entry

City, Lessee, and Grantors hereby agreed that nothing contained herein is intended to modify, to extend, to enlarge, to restrict, or to limit the covenants and agreements or the representations and warranties contained in the Original Right of Entry dated August 9, 1978, as executed by City and The Ohio National Bank of Columbus, Trustee of the Samuel B. Hartman Estate, as the same was amended by the Amendment to Right of Entry dated September 17, 1996, among City, Michael H. Finnell and Patricia F. Kulha, and consented to by Lessee, which shall continue in full force and effect, subject only to the limited license herein expressly granted to City and the rights and obligations attendant thereto.

Counterparts

This Agreement may be executed in counterparts, all of which counterparts shall be deemed originals, all of which counterparts taken together shall constitute a single instrument, and the signature pages of each such counterpart may be detached from the several counterparts and attached to a single copy of this document to physically form a single instrument.

Lessee, The Olen Corporation, an Ohio corporation, by its duly authorized officer, has caused this instrument to be executed and subscribed this ____ day of _____ 200__.

THE OLEN CORPORATION,
an Ohio corporation

Print Name: _____
Title: _____

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED, that on this ____ day of _____ 200__ the foregoing instrument was acknowledged before me by _____, as _____ of *The Olen Corporation*, an Ohio corporation, on behalf of the corporation.

(seal)

Notary Public

Grantor, Tamarack Enterprises I, L.P., a Delaware limited partnership, by its duly authorized partner has caused this instrument to be subscribed this ____ day of _____ 200__.

TAMARACK ENTERPRISES I, L.P.,
a Delaware limited partnership

By: Blanchard LLC, a Delaware limited liability company, its General Partner

By: _____
Lesley F. Blanchard,
Managing Member

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED that on this ____ day of _____ 200__ the foregoing instrument was acknowledged before me by Lesley F. Blanchard, Managing Member of Blanchard LLC, as the duly authorized general partner of *Tamarack Enterprises I, L.P.*, a Delaware limited partnership, on behalf of the limited partnership.

(seal)

Notary Public

The Grantor, PFK Company I, LLC, a Delaware limited liability company, by its duly authorized General Manager, has caused this instrument to be subscribed this ____ day of _____ 200__.

PFK COMPANY I, LLC,
a Delaware limited liability company

By: _____
David K. Beebe, General Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED that on this ____ day of _____ 200__ the foregoing instrument was acknowledged before me by David K. Beebe, General Manager on behalf of *PFK Company I, LLC*, a Delaware limited liability company, on behalf of the limited liability company.

(seal)

Notary Public

The Grantee, City of Columbus, Ohio, by Cheryl Roberto, Director, Department of Public Utilities, as authorized by Columbus City Council Ordinance No. _____ passed on the _____ day of _____ 2006, has hereunto caused this instrument to be subscribed this _____ day of _____ 2006.

CITY OF COLUMBUS, OHIO
a municipal corporation

Cheryl Roberto, Director
Department of Public Utilities

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED, that on this _____ day of _____ 2006 the foregoing instrument was acknowledged before me by Cheryl Roberto, Director, Department of Public Utilities, on behalf of the City of Columbus, Ohio, a municipal corporation.

(seal)

Notary Public

This instrument approved as to form by:
CITY OF COLUMBUS, DEPARTMENT OF LAW
By: Richard A. Pieplow(11-16-05) revised(12-12-05)
Real Estate Attorney
Real Estate Division
For: Division of Water
Re: South Wellfield Monitoring Sites