

## **Memorandum of Understanding**

This non-binding Memorandum of Understanding (“**MOU**”) is made effective as of March 25, 2024 by and between **West Creek Conservancy**, an Ohio nonprofit corporation (“**WCC**”), and **Glenn Springs Holdings, Inc.**, a Delaware corporation (“**GSH**”). WCC and GSH are each referred to herein, individually, as a “Party” and, collectively, as the “Parties”.

WHEREAS, WCC is engaged in the mission of protecting local natural areas, open spaces, streams and waterways including reclaiming vacant urban lands and restoring streams, wetlands, woods and natural habitats for various uses including trails and greenways to link people and their communities to their environment;

WHEREAS, Occidental Chemical Corporation (“**OCC**”), acting by and through its corporate affiliate GSH, is performing, in conjunction with the Painesville Site PRP Group, the environmental investigation, remediation and long-term compliance (the “**Remediation Work**”) of the approximately 1,100 acre Diamond Shamrock Painesville Works Site (the “**Site**”) situated within the communities of Painesville Township, City of Painesville, and the Village of Fairport Harbor, Ohio;

WHEREAS, the Remediation Work is being conducted under the oversight of, and pursuant to various administrative orders issued by, the Ohio Environmental Protection Agency;

WHEREAS, Mariana Properties, Inc. (“**MPI**”), a wholly-owned subsidiary of GSH, owns the majority of the real property that comprises the Site, as is generally depicted in Exhibit 1 attached hereto (the “**Mariana Land**”);

WHEREAS, GSH’s objectives with respect to the Mariana Land are, first and foremost, to perform the Remediation Work, maintain all associated remedial infrastructure in accordance with all applicable legal requirements and protect human health and the environment (“**GSH Objectives**”). GSH also desires, at the same time, to accommodate where feasible the productive reuse of the Mariana Land consistent with the GSH Objectives;

WHEREAS, WCC intends to develop, in consultation and cooperation with GSH, a master plan (“**Master Plan**”) for implementing the preservation, protection, restoration, and beneficial reuse of certain portions of the Mariana Land, including the real property fronting on Lake Erie, and other properties in the area in a manner compatible with the protection of human health, the environment and the Remediation Work and associated remedial infrastructure (the “**Project**”);

WHEREAS, WCC envisions that the Master Plan will include several interrelated strategies and measures for developing, implementing and providing for the long term operation of the Project, including without limitation, applying for and obtaining, with other persons and entities, grant funding that may be used, in whole or in part, to facilitate and support the Project; and

WHEREAS, GSH is generally supportive of WCC's efforts to develop the Master Plan for the Project.

NOW, THEREFORE, GSH and WCC agree as follows:

- 1) GSH and WCC will exchange and develop information, execute confidentiality agreements as necessary, negotiate terms and conditions and, when mutually agreeable, work toward definitive agreements that govern the detailed terms and conditions upon which certain portions of the Mariana Land may be used by WCC and/or its community partners in accordance with the objectives set forth in the Master Plan.
- 2) At all times, GSH shall be entitled to continue its Remediation Work on the Site, including recording environmental covenants imposing activity and use restrictions, and such additional work or actions as GSH may deem advisable to satisfy its remediation obligations pursuant to current and future applicable legal requirements.
- 3) This MOU is an expression of intentions only and is not intended to, nor shall it create any binding legal obligations. All legally binding rights and obligations between the Parties shall be created, if at all, only pursuant to final binding agreements, if and when executed.
- 4) Although this MOU is not intended to be, and is not, legally binding upon either Party, the representations, acknowledgments and commitments documented herein are expressions of intent made in good faith for the purpose of supporting and advancing the development of Master Plan and implementation of the Project.

West Creek Conservancy

By: 

Derek Schafer

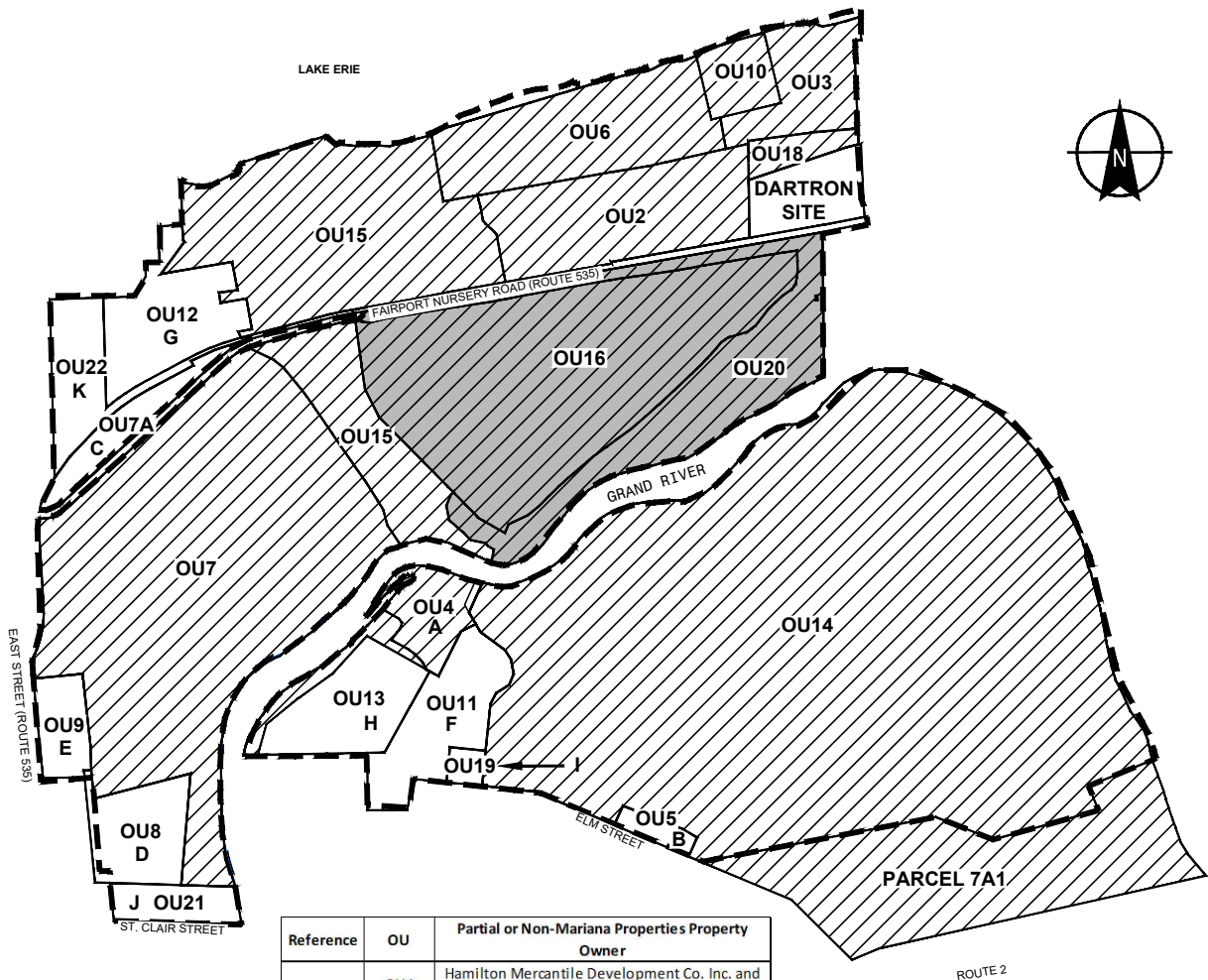
Executive Director

Glenn Springs Holdings, Inc.

By: 

Name: Richard J Passmore Jr

Title: VP of Operations



Reference	OU	Partial or Non-Mariana Properties Property Owner
A	OU4	Hamilton Mercantile Development Co. Inc. and Mariana Properties
B	OU5	Elm Street Truck Depot LLC
C	OU7	
D	Parcel 1A7	Hach Excavating Co./Paul W. and Marlene E. Hach
	OU8	Fairport Harbor Village
	OU9	Fairport Harbor Village Board of Education/Fairport Harbor Village and Mariana Properties
E	OU11	Nacelle Land and Mortgage Co.
F		Andrew Popp
		Schuster Service, Inc.
		Armsa, LLC
		RDL Properties
		James Paul
		Jason Mills
		Fairport Harbor Holdings, LTD
		Carl Kropko
		Bower Ammonia & Chemical Co.
		1003 Third Street LLC
H	OU13	Painesville Township Board of Trustees
I	OU19	Shane Guy
J	OU21	Charles Atwell
K	OU22	Norfolk Southern Combined Railroad

**LEGEND:**

- SITE LIMITS
- OU10 — OU LIMIT AND ID
- MARIANA OWNED PROPERTY
- EXCLUDED PROPERTY

SITE COORDINATES: 41°44'54"N 81°14'44"W



U.S.G.S. QUADRANGLE: PAINESVILLE, OH

**HALEY  
ALDRICH**

DIAMOND SHAMROCK PAINESVILLE WORKS SITE  
PAINESVILLE, LAKE COUNTY, OHIO

**MEMORANDUM OF UNDERSTANDING,  
EXHIBIT 1 - MARIANA LAND**

SCALE: AS SHOWN  
MARCH 2024

**EXHIBIT 1**