

ENVIRONMENTAL ASSESSMENT AGREEMENT  
REGARDING A CONVEYANCE BY DONATION

THIS ENVIRONMENTAL ASSESSMENT AGREEMENT regarding a conveyance by donation made by and between Pamela L. Coffman, Trustee of the Coffman Revocable Living Trust, dated January 31, 2008, hereinafter OWNER and Richland County Land Reutilization Corporation hereinafter LAND BANK.

WHEREAS, Owner owns the vacant industrial property located at 200 Fifth Avenue, Mansfield, Ohio, and

WHEREAS, Owner has determined that it may be in its best interest to donate the said property to the Land Bank, and

WHEREAS, due to the Land Bank's legal standing as a County Land Reutilization Corporation pursuant to ORC Chapter 1724, the Land Bank can accept and receive ownership of real property by donation, and

WHEREAS, in consideration of the size, age and industrial use of said property Land Bank cannot consider acceptance or receipt of title without the completion of an Environmental Assessment that is solely satisfactory to the Land Bank, and

WHEREAS, the Land Bank may be granted environmental hazard immunity under ORC 5722.22 and CERCLA Section 101(40) provided it conducts all appropriate inquiries prior to taking ownership, and

WHEREAS, Land Bank would retain Mannik Smith Group of Maumee, Ohio ("Mannik Smith") to conduct the necessary and required environmental site assessment of Owner's property, and

WHEREAS, the parties have agreed to terms and conditions to permit the Land Bank to conduct its Environmental Assessment.

NOW THEREFORE IN CONSIDERATION of the terms and conditions expressed below the parties agree as follows:

1. For a period of \_\_\_\_\_ days from the date of this Agreement Land Bank by its authorized representatives shall have the right to conduct at its sole expense an environmental assessment of Owner's property located at 200 Fifth Avenue, Mansfield, Ohio and have Permanent Parcel Number #027-05-107-03-001.
2. The assessment shall include both a Phase 1 and Phase 2 environmental assessment with borings by an environmental engineer selected by Land Bank. The assessment shall be so conducted in Land Bank's sole judgment as is necessary or appropriate.

3. Land Bank shall keep the completed environmental assessment confidential except to its officers and necessary employees, attorneys, agents, engineers and contractors. It shall also deliver the written assessment to Owner, or a person approved by Owner to receive the assessment or as may be required by law including circumstances which require remediation control or other responses under environmental laws. Land Bank shall give Owner five (5) business days advance notice of any required report filed with a governmental environmental authority
4. Land Bank shall not be responsible or liable to Owner or any other third person for conducting the environmental assessment or from the reports or publications resulting therefrom.
5. The parties acknowledge and agree that Land Bank's environmental assessment does not obligate it to purchase or take ownership of the property without an express written agreement. In addition Land Bank shall not be liable or responsible for any remediation control or other environmental response. Further Owner shall indemnify and save Land Bank harmless in the event the environmental assessment would be cause of a third party claim or action.
6. Parties authorized by Land Bank and Mannik Smith shall enter upon the property at their own risk, and Owner shall not be held responsible or liable for injury, damage, or loss incurred by any such authorized parties arising out of or in connection with activities under this Agreement,

This Agreement represents the total understanding of the parties and can be amended only by the mutual written consent of all parties.

Signed on the dates corresponding to the parties authorized representative's signature.

Owner: Pamela L. Coffman, Trustee of the  
Coffman Revocable Living Trust  
dated January 31, 2008

Aug 6th, 2021  
Date

Pamela L. Coffman  
Pamela L. Coffman, Trustee of the  
Coffman Revocable Living Trust, dated  
January 31, 2008

Richland County Land Reutilization Corporation:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Its authorized officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Its authorized officer