

ENVIRONMENTAL EASEMENT AND INDEMNITY AGREEMENT

This Environmental Easement and Indemnity Agreement ("Agreement") is made and entered into by and between The Coleman Company, Inc. ("Coleman"), and _____ ("Purchaser") as of the _____ day of _____, 20__.

WITNESSETH that:

WHEREAS, Purchaser has entered into a Real Estate Purchase Agreement to purchase the real property, previously owned by Coleman, situated in Sedgwick County, Kansas (the "Property"), and described on Exhibit A hereto.

WHEREAS, prior to the execution of the Real Estate Purchase Agreement, Coleman advised Purchaser of the existence of certain environmental contamination, existing at the Property and of Coleman's requirement for continuing access and use of the Property for the purposes of investigating and remediating said environmental contamination; and

WHEREAS, Purchaser and Coleman desire to state and memorialize the parties' rights, interests and obligations with respect to certain environmental matters related to the Property by entering into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. Definitions.

(a) Environmental Laws. The term "Environmental Laws" means any federal, state, and local statute, code, act, ordinance, regulation, requirement, or administrative rule and any permit, license, authorization, consent, notice, order, writ, subpoena or decree issued pursuant thereto relating to or as applied to pollution control, environmental contamination, or protection of the environment including but not limited to the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substance Control Act, the Clean Water Act, the Clean Air Act, the Kansas Environmental Response Act, and all other similar federal, state, and local statutes, codes, ordinances, regulations and rules.

(b) Coleman Contamination. The term "Coleman Contamination" as used herein shall mean (i) the contamination of soils and groundwater with Hazardous Substances which currently exists or existed or occurred prior to the date hereof at, on or under the Property and any prior, continuing or subsequent migration of said contamination off of the Property, whether known or unknown, and (ii) any contamination of the soils and groundwater with Hazardous Substances which hereafter becomes located at, on or under the Property due to the past, present or future activities of Coleman, its affiliates, employees, consultants, contractors or agents (whether such activities occurred on or off the Property), all to the extent not caused or exacerbated by any activities or act by Purchaser, its successors, assigns, grantees, direct and indirect transferees, tenants (other than Coleman and any affiliate thereof), licensees, agents, consultants, employees, representatives, or any other person or entity under the direct or indirect control of Purchaser or any future transferee or owner of the property, or any successor in interest to any of the foregoing. "Coleman Contamination" expressly excludes, without

limitation asbestos and asbestos-containing materials, currently or in the future located on the Property.

(c) Hazardous Substance. The term "Hazardous Substance" means (i) any chemical, material or substance defined or listed as having the characteristics of, or otherwise included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," or "toxic substances," "pollutant," or "contaminant" or words of similar import under any applicable Environmental Law, or any substance determined to be hazardous because of characteristics set forth in the Environmental Laws, (ii) any oil, petroleum or petroleum derived substance, any flammable substances or explosives, any radioactive materials, any hazardous wastes or substances, any toxic wastes or substances, any PCBs or any other materials or pollutants which (A) pose a hazard to the Property or to persons on or about the Property or to persons who may be exposed to such substances wherever located, or (B) cause the Property or any other place where they come to be located to be in violation of any Environmental Laws, and (iii) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any Governmental Authority or may or could pose a hazard to the health and safety of the owners, occupants or any persons surrounding the Property; provided, however, that the term "Hazardous Substance" expressly excludes asbestos and asbestos-containing materials currently or in the future located on the Property.

(d) Government Authority. The term "Government Authority" means any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality or other public body, court or administrative tribunal.

(e) Loss. The term "Loss" shall mean any and all actual or threatened liabilities, judgments, settlements, damages, claims, causes of action, suits, costs, charges, fines, penalties, interest, obligations, losses, expenses and disbursements of every kind and nature whatsoever, including, but not limited to any liability for personal injury or property damages, all costs of any required, necessary or appropriate environmental remediation, investigation, or removal, of any repair, cleanup or detoxification and of the preparation and implementation of any closure, remedial, or required plan, including attorneys' fees and expenses and all other professional or consultants' fees and expenses. "Loss" shall exclude internal costs and overhead, including but not limited to (i) wages, salaries and benefits of employees who would otherwise be employed by an indemnified entity or any of its affiliates notwithstanding the matter which is subject to indemnification, (ii) expenses (internal or external) related to photocopying and production or reproduction of documents and materials, (iii) any costs or expenses that an indemnified entity or any of its affiliates may incur to monitor a matter that the indemnifying party is managing and (iv) consequential damages.

(f) Remediation Activities. The term "Remediation Activities" means any and all investigatory, monitoring, and remediation activities (including without limitation information gathering, inspection, auditing, treatment, excavation and/or disposal of sediment, water or soil and the installation, operation, maintenance, replacement and removal of any Remediation Equipment) on, under, over or about the Property, with respect to the Coleman Contamination pursuant to (i) the recommendations of Arcadis G&M (Arcadis) or of any other environmental consulting firm employed by Coleman, or its agents, as the case may be, and (ii)

the requirements of any federal, state or local governmental agency with jurisdiction over the matter.

(g) Remediation Equipment. The term "Remediation Equipment" means any and all monitoring, extraction, treatment and other equipment and devices of whatever kind used in connection with any Remediation Activities.

2. Acknowledgment of Coleman Contamination.

Coleman and Purchaser acknowledge and agree that Hazardous Substances exist on the Property and that certain Remediation Activities currently are being and will in the future be conducted on the Property with respect thereto. The provisions of this Agreement shall apply to the Coleman Contamination and all environmental matters relating to the Property, as set forth herein. Purchaser acknowledges that the Property shall be covered by certain Environmental Use Controls established by the Kansas Department of Health and Environment ("EUC") (Attachment 4).

3. Hazardous Substances Remediation.

(a) Covenant to Complete the Remediation. Coleman hereby agrees to perform or cause to be performed all Remediation Activities. All Remediation Activities shall be conducted in accordance with all Environmental Laws. Coleman hereby agrees that whenever wells that are part of the Remediation Activities are closed, they will be closed and abandoned in accordance with the requirements of KDHE regulations. Coleman shall make commercially reasonable efforts to locate and properly plug any wells that have been lost or destroyed on the Property at any time prior to closing.

(b) Purchaser's Acknowledgment of Remediation Activity Requirements.

Purchaser understands and acknowledges that Remediation Equipment is presently located at, on and under the Property, which Remediation Equipment is required to perform certain Remediation Activities. Purchaser acknowledges that it, or its agents or representatives, have observed or were given the opportunity to observe the location and operation of said Remediation Equipment prior to entering into the Real Estate Purchase Agreement for the Property. Purchaser understands and acknowledges that the Remediation Activities undertaken and to be undertaken by Coleman will continue for an indefinite term into the future. Further, Purchaser understands and acknowledges that, depending upon the location and characteristics of the Coleman Contamination it may be necessary or appropriate for Coleman to install additional Remediation Equipment, and relocate existing Remediation Equipment, on the Property from time to time in order to properly conduct Remediation Activities. Coleman shall restore any improvements owned by Purchaser on the Property which are damaged or destroyed by Coleman as a result of its Remediation Activities. Purchaser agrees that upon obtaining fee title to the Property neither Purchaser, nor any of Purchaser's tenants, (excluding Coleman and any affiliates thereof, for which Purchaser shall have no responsibility), employees, agents or representatives shall interfere with the Remediation Activities undertaken by Coleman, nor shall Purchaser, or any of Purchaser's tenants (excluding Coleman and its affiliate), employees, agents or representatives, move, disturb, damage, modify or otherwise interfere with any of the Remediation Equipment located at, on or under the Property. In the event Coleman determines

that Purchaser, or its tenants, employees, agents or representatives have failed to comply with the prior sentence, Coleman shall notify Purchaser in writing specifying such noncompliance. Coleman acknowledges and agrees that the prior two sentences shall not extend to members of the general public which may be on the Property legally but are not there as employees or agents of the County. Coleman agrees that any damage caused by members of the public shall be treated as a damage claim under Coleman's applicable insurance. Coleman shall attempt in good faith to minimize any interference with the use of the Property by Purchaser, its tenants, and their invitees and licensees, which may result from Coleman's Remediation Activities and to advise Purchaser of any changes to the Remediation Activities and Remediation Equipment or any actions or measures to be taken by Coleman, its consultants or contractors, which might adversely impact then current operations or activities of Purchaser, its tenants or contractors on the Property, but in no event shall Coleman be required to modify or alter any Remediation Equipment or Remediation Activities on the Property. Coleman will remove any Remediation Equipment installed on the Property as soon as practicable after the completion of the Remediation Activities for which such Remediation Equipment was utilized. Subject to Coleman's prior approval, not to be unreasonably withheld, Purchaser may enclose Remediation Equipment with walls or other partitions, and/or bury or relocate treatment systems, lines or pipes associated with Remediation Equipment all at Purchaser's sole cost and expense. If Purchaser desires to modify or alter Remediation Equipment, Purchaser may use the services of Coleman's consultant, ARCADIS. If Purchaser desires to use ARCADIS, it will enter into a contract with ARCADIS and ARCADIS will bill Purchaser directly in accordance with the terms of that contract. If subsequent to the installation of such walls or partitions, Coleman's activities or operations are impaired or prevented as a result thereof, Purchaser shall, upon notice from Coleman, promptly remove or modify such walls or partitions, at Purchaser's sole cost and expense. Coleman will install a device to separately meter the electrical usage of the Remediation Equipment and will make arrangements to directly pay for such electricity; provided, however, Purchaser acknowledges and agrees that it would be cost prohibitive to separately meter electricity used by certain timers and valves associated with sparge points at various locations on the Property and, because of the minimal electrical usage of those timers and valves, agrees that such electrical usage need not be separately metered or paid for by Coleman.

(c) Coleman will provide Purchaser with a copy of the Feasibility Report submitted to KDHE at the time it is submitted to KDHE. Purchaser agrees that it will not submit any comments to KDHE on the report or in any way attempt to influence the decision of KDHE with respect to the proposed Corrective Action Plan (CAP), except to the extent that Purchaser reasonably believes that such Corrective Action Plan will destroy Purchaser's purpose in acquiring the Property or create a health and safety risk to members of the general public who are legally present on the Property for any lawful purpose. If, subsequent to the purchase of the property, reports are submitted that would potentially change the CAP selected by KDHE, Coleman will provide a copy of such reports to Purchaser at the same time they are provided to KDHE. .

4. Other Contamination.

Notwithstanding any other provisions of this Agreement to the contrary as between Purchaser and Coleman, Purchaser shall have sole and exclusive responsibility for any contamination in, on, under, about or from the Property caused by Purchaser, including, without

limitation, any and all asbestos and asbestos containing material currently or in the future in, on, under, about or from the Property.

5. Grant of Easement.

Subject to the obligations of Coleman as provided elsewhere herein, Purchaser does hereby grant to Coleman and its consultants, contractors, employees and agents, an easement to operate, use, repair, inspect and maintain all Remediation Equipment located on the Property; to construct, operate, use, repair, inspect and maintain on the Property such other Remediation Equipment as may reasonably be necessary to investigate and remediate the Coleman Contamination and to otherwise perform all Remediation Activities on, under or near the Property in connection with Coleman Contamination in accordance with the requirements of the Kansas Department of Health and Environment ("KDHE") and/or the United States Environmental Protection Agency ("EPA") and or any other governmental authority. The approximate locations of the Remediation Equipment presently existing on the Property, including without limitation groundwater monitoring wells, vapor monitoring wells, groundwater recovery wells, vapor extraction wells, air sparge wells, groundwater pumping wells, air strippers, and associated equipment, piping and lines, are generally depicted in Attachment 1 and Attachment 2 hereto and incorporated herein by reference. Attachment 1 includes two drawings - Site Building/Piping Plan and Mechanical Plan and Riser Diagrams). These drawings show locations where remediation systems were planned. According to post-installation observations, the installed locations were generally consistent with those shown on the plans. Attachment 2 shows the outlines of existing buildings and locations of existing wells. Demolition activities that occurred since the installation of the remediation systems resulted in the removal of some remediation piping and wells. Attachment 3 lists the wells known to have been destroyed or abandoned at the property. This grant of easement shall include all access and right-of-way rights on and across the Property which are reasonably required by Coleman and its consultants, contractors, employees and agents to perform all Remediation Activities and otherwise operate, use, inspect, repair, construct and maintain the Remediation Equipment as described herein. Coleman shall pay for any damage to Purchaser's property caused by its activities on the Property pursuant to this paragraph as required by paragraph 3(b). Purchaser will provide adequate notice to Coleman prior to undertaking activities that may affect existing remediation system components and monitoring wells and will make reasonable efforts to protect from damage existing remediation system components during any and all renovations, demolition or construction. In exercising its rights pursuant to this paragraph, Coleman will make all reasonable efforts to minimize any disruptive impacts on Purchaser's use of the property, subject to requirements of KDHE or EPA.

6. Term of Easement.

This easement shall be for a duration determined by the requirements of the KDHE, EPA, or other appropriate Governmental Authority, the same to extend until such time as the investigation, remediation and monitoring activities, and all other Remediation Activities being performed and to be performed by Coleman, are completed to the satisfaction of KDHE, EPA or other appropriate Governmental Authority.

7. Insurance.

(a) Purchaser, at its expense, shall maintain in force during the term hereof, all risk property insurance written by a company with a Standard & Poor rating of A-X covering all property and improvements installed or placed by it within the Property and commercial liability insurance, including legal liability, with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence and a minimum umbrella/excess liability limit of Two Million Dollars (\$2,000,000.00), for a total minimum combined commercial liability and umbrella/excess liability limit of Three Million Dollars (\$3,000,000.00) for property damage, personal injuries or death of persons occurring in or about the Property. Additionally, Purchaser shall require its tenants and its contractors performing work on the Property, to maintain all risk property insurance and commercial liability insurance in amounts, which Purchaser deems appropriate under the applicable circumstances. From time to time on the request of Coleman, Purchaser shall provide Coleman certificates of insurance evidencing the coverages required hereby. Any insurance required by the provisions of this Section 7(a) may be self-insured by Purchaser. If Purchaser shall elect to self-insure, Coleman shall have all the benefits provided in this Section 7(a) that it would have had if Purchaser carried the required insurance; provided, however, if Purchaser self insures, Purchaser shall not have any duty to defend or indemnify Coleman with respect to claims arising out of Coleman's negligent or intentional acts. If Purchaser elects to self-insure, Purchaser shall promptly give Coleman written notice of such election and a letter that verifies Purchaser's self-insured status.

(b) Coleman, at its expense, shall maintain in force during the term hereof, all risk property insurance under policies maintained annually by Jarden Corporation for other similar properties; in the event such coverage shall cease for any reason, then Coleman shall provide a policy and shall maintain in force all risk property insurance covering all property (including the Remediation Equipment) installed or placed by it within the Property by Coleman, its employees, consultants, or agents and commercial liability insurance, including legal liability with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence and a minimum umbrella/excess liability limit of Two Million Dollars (\$2,000,000.00) for a total minimum combined commercial liability and umbrella/excess liability limit of Three Million Dollars (\$3,000,000.00) for property damage, personal injuries or deaths of persons occurring in or about the Property. Purchaser shall be named an additional loss payee with respect to such insurance. Coleman shall require its consultants and contractors to maintain all risk property insurance and commercial liability insurance in amounts, which Coleman deems appropriate. From time to time on the request of Purchaser, Coleman shall provide Purchaser certificates or other evidence of the coverages required hereunder. Coleman's insurance shall be the primary coverage for damages within the scope of its policy. In the event Jarden Corporation ceases to provide such coverage, Coleman shall, at its sole cost and expense, provide insurance compliant with this paragraph.

(c) The all risk property insurance to be maintained as required by this paragraph 7 shall include a waiver of subrogation by the insurers and all rights based upon an assignment from its insured, against Purchaser, Coleman, and the other insureds, in connection with any loss or damage thereby insured against. Neither Purchaser nor Coleman, nor their officers, directors, employees, agents, invitees or contractors shall be liable to the other for loss or damage caused by any risk insured by insurance policies required hereunder and each party waives any claims against the other party, the Sedgwick County Board of County

Commissioners, its officers, directors, stockholders, employees, agents, invitees and contractors for any such loss or damage. Failure of a party to insure its property shall not void this waiver.

8. Coleman's Indemnification.

Coleman agrees to indemnify, defend and hold harmless Purchaser and each of its present and future County Commissioners, directors, officers, employees, agents, partners, affiliates, representatives, attorneys, subsidiaries, parent and affiliated corporations, predecessors, successors and assigns from and against any and all Losses incurred by or asserted against the indemnified parties to the extent arising out of or relating to (a) the failure of Coleman to conduct the Remediation Activities in accordance with the requirements of this Agreement, (b) any condition existing on, under, above, about or originating from the Property as a result of the Coleman Contamination, (c) subject to the provisions of paragraph 7 above, Coleman's, or its employees', consultants', contractors' or agents' exercise of the easement rights and privileges herein provided, (d) Coleman's, or its employees', consultants', contractors' or agents' violation of any term or condition of the Environmental Use Control covering the Property, and (e) any investigation, proceeding, claim or allegation relating to any matter indemnifiable under (a) - (d) above.

9. Purchaser's Indemnification.

Purchaser shall to the extent allowed by Kansas law indemnify, defend and hold harmless Coleman and each of its present and future directors, officers, employees, agents, partners, affiliates, representatives, attorneys, subsidiaries, parent and affiliated corporations, predecessors, successors, and assigns from and against any and all Losses incurred by or asserted against Coleman to the extent arising out of or relating to any condition existing on, under, above or about, or originating from, the Property as a result of (a) any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, depositing, escaping, leaching, dumping, burying, placing, storing, or disposing of any Hazardous Substance or any asbestos or asbestos-containing materials on, at or under the Property in violation of the Environmental Laws by Purchaser or any other person or entity under the direct control of Purchaser other than Coleman and its affiliates (each, a "Specified Party" and collectively, the "Specified Parties"); Specified Parties shall not include members of the general public who are not otherwise employees or consultants of Sedgwick County; or (b) any investigation, proceeding, claim or allegation relating to any matter indemnifiable under (a) above; provided Purchaser shall have no liability under (a) or (b) with respect to Coleman Contamination, except to the extent exacerbated by any activity or act of any Specified Party. In addition, subject to the provisions of paragraph 7 above, Purchaser shall indemnify, defend and hold Coleman harmless from and against any and all Losses related to damage to or interference with the Remediation Equipment or Coleman's easement rights caused by any Specified Party. Purchaser shall comply with the terms of the EUC. Purchaser covenants it will not seek to change or alter the terms of the Environmental Use Control Agreement without the prior consent of Coleman which shall not be unreasonably withheld. Purchaser shall utilize the Property only for a grade level parking lot or a maximum three story parking garage on slab. To the extent that construction by Purchaser requires excavation of soils, Purchaser shall be responsible for obtaining any approval which may be necessary from KDHE and shall be responsible for disposal of any excavated materials in accordance with applicable legal requirements. Purchaser shall indemnify Coleman for any increased liability or costs of remediation that may occur as a result of any usage of the property

by Purchaser or any Specified Party that may require more stringent clean-up levels or additional remedial technology or result in the imposition of penalties, fines or other payments by any Governmental Authority solely because of actions taken on or with regard to the site by Purchaser. This obligation shall not extend to increased costs as a result of matters discovered after the date of purchase but which were caused or occurred prior to the date of purchase or as a result of any changes in law, regulation or the standards which now or in the future apply to the site or Purchasers' use thereof.

10. Additional Obligations.

Promptly upon its receipt of actual notice thereof, Purchaser and Coleman shall give notice to the other of (a) any notice, after the date hereof, of violation issued by any Governmental Authority concerning Hazardous Substances, (b) the institution, after the date hereof, of administrative or judicial proceedings by any Governmental Authority or any third party concerning the Remediation Activities, or Hazardous Substances, (c) the presence of any Hazardous Substances (other than the Coleman Contamination) in, on, under, from or about the Property, or (d) any written notice from any Governmental Authority or any third party, after the date hereof, of any alleged breach of any Environmental Law with respect to the Property.

11. Exclusivity of Remedies; Specific Remedies and Limitations.

As between Coleman and Purchaser, the rights and obligations set forth in this Agreement pertaining to environmental matters shall be the exclusive rights and obligations with respect to the matters covered. Each party releases and forever discharges the other and each of its indemnified parties from any and all rights to seek reimbursement for or to make any claim against such other party or its indemnified parties in respect of Losses arising under the Environmental Laws, other than pursuant to the respective party or indemnified parties' express rights to indemnification pursuant to this Agreement. This paragraph shall not restrict the rights of either party to seek and obtain injunctive relief to specifically enforce the other party's obligations hereunder.

12. Survival.

The obligations and indemnifications set forth in this Agreement shall survive as set forth herein and shall not merge with any deed given to Purchaser by Coleman under the Real Estate Purchase Agreement or otherwise.

13. Successors and Assigns.

This Environmental Easement and Indemnity Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land for the duration of the Agreement as set forth herein. Purchaser shall ensure that any future transferees of the Property agree to be, and are, bound by this Agreement to the same extent as if a Party hereto; provided, however, that no transfer, sale or assignment shall release Purchaser from its obligations hereunder.

14. Amendments.

This Environmental Easement and Indemnity Agreement may be abrogated, rescinded, modified or amended in whole or in part only by written agreement executed by the parties hereto or their respective successors or assigns.

15. Notices.

Any notice pursuant hereto shall be given in writing by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) telefacsimile transmission (provided that such telefacsimile transmission is confirmed by expedited delivery service or by mail in the manner previously described), sent to the intended addressee at the address set forth below, and shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address or, in the case of telefacsimile transmission, upon receipt. Any such notices may be under the signature of Coleman's or Purchaser's (as the case may be) agent, attorney or representative. In addition to the above notices, copies of any notices to Coleman and Purchaser shall be sent to the party designated below with respect to such party:

Coleman:

Jarden Corporation
2381 Executive Centre Drive
Boca Raton, FL 33431
Attn: John E. Capps
Vice President & General Counsel

Jarden Corporation
555 Theodore Fremd Ave
Suite B-302
Rye, NY 10580
Facsimile: (914) 967-9405
Attn: General Counsel

Purchaser:

Sedgwick County Manager
525 N. Main # 343
Wichita, KS 67203

With a copy to:
Sedgwick County Counselor
525 N. Main # 359
Wichita, KS 67203
Facsimile:

16. Authority to Execute.

The undersigned hereby warrant that they are authorized to execute this Environmental Easement and Indemnity Agreement in their respective capacities hereinafter set out.

17. Counterparts.

This Agreement may be executed in one or more counterpart copies, each of which so executed, irrespective of the date of execution and delivery, shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date above written.

PURCHASER

By _____
Typed Name: _____
Title: _____

Date: _____

THE COLEMAN COMPANY, INC.

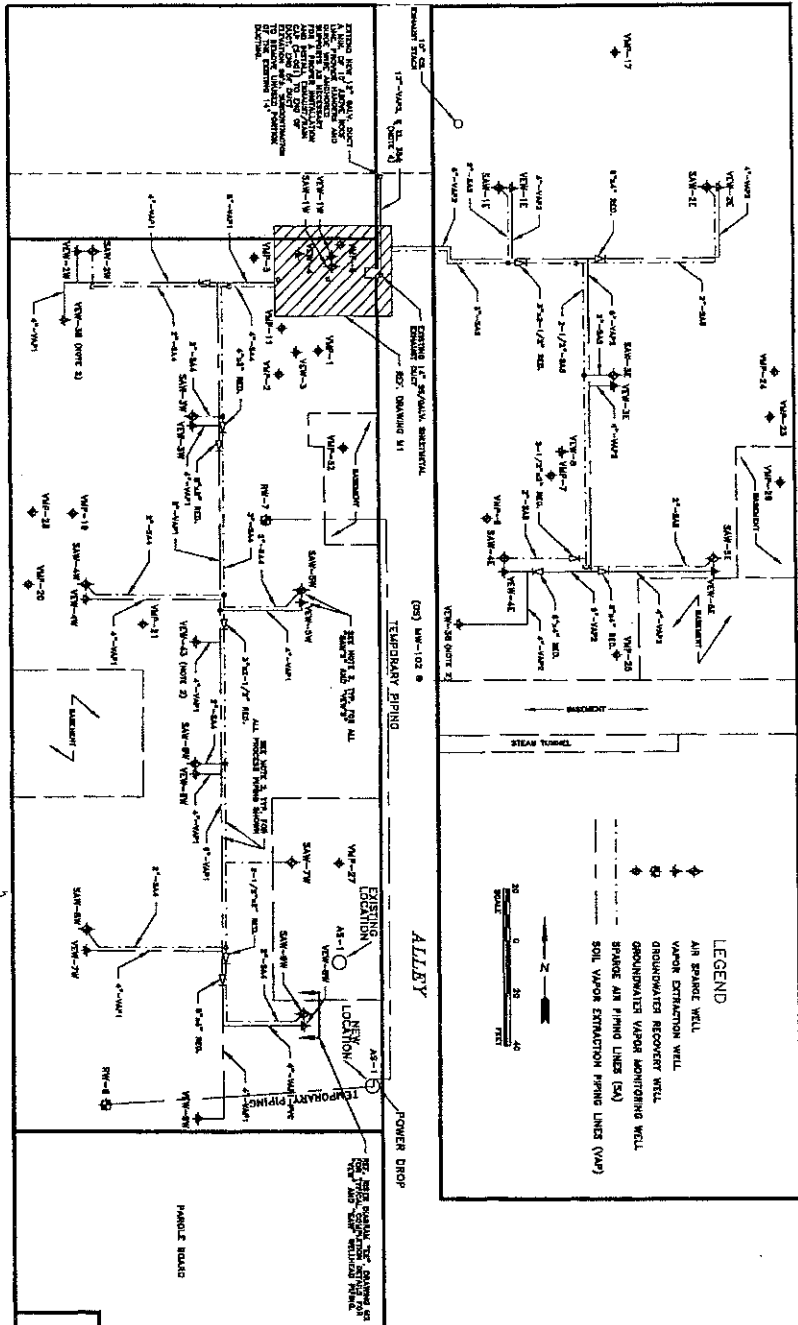
By _____
Typed Name: _____
Title: _____

Date: _____

JARDEN CORPORATION

By _____
Typed Name: _____
Title: _____

Date: _____



NO.	DATE	BY	REVISION

THE COLEMAN COMPANY 280 NORTH ST. FRANCIS WORTH, KANSAS	STE/BUILDING PING PLAN PREPARED BY: [] DATE: 4/9/03 PROJECT NO.: 00447 DRAWING: []
--	---

IT CORPORATION 1705 E. [] WICHITA, KS 67206 (316) 244-2444	DATE: [] PROJECT NO.: [] PROJECT NAME: [] CLIENT: []
---	---

Attachment 3

**Coleman Downtown Wichita Facility - Factory A, 250 N. St. Francis, Wichita, Kansas
Lost, Abandoned or Destroyed Wells**

<i>Aquifer sparge system</i>	Compass Direction	Deep/ Shallow
SAW03	E	D
SAW04	E	D
SAW05	E	D
SAW03	W	D
SAW09	W	D
<i>Vapor Extraction Wells</i>		
VEW03	E	S
VEW04	E	S
VEW05	E	S
VEW03	W	S
VEW09	W	S
Other Wells lost, abandoned or destroyed		
Plant A		
MW-137 D & S		



Sedgewick County
Register of Deeds - Bill Mack
DOC.#/FLM-PG: 29104778

Receipt #: 1733385
Pages Recorded: 10
Cashier Initials: BLB

Recording Fee: \$44.00
Authorized By:

Date Recorded: 11/17/2009 12:21:00 PM



Grantor	<u>KANSAS DEPARTMENT OF HEALTH & ENVIRONMENT</u>
Grantee	<u>J R MEADS ADDITION</u>
Type of Document	<u>AGREEMENT OR COVENANT</u>
Recording Fees	<u>\$44.00</u>
Mtg Reg Tax	<u>\$0.00</u>
Total Amount	<u>\$46.50</u>
Return Address	<u>CATHERINE E B GOERING</u>
	<u>COLEMAN COMPANY INC</u>
	<u>P O BOX 2931</u>
	<u>WICHITA KS 67201</u>

ATTACHMENT 4
Environmental Easement and
Indemnity Agreement

DOCUMENT NUMBER: 09-EUC-0001
PROJECT NUMBER: C2-087-00181
PROPERTY CATEGORY: 2

ENVIRONMENTAL USE CONTROL AGREEMENT

The Coleman Company, Inc., a Delaware corporation registered in Kansas, having a mailing address of 3600 North Hydraulic, P.O. Box 2931, Wichita, Kansas 67201, hereinafter referred to as "the Owner", is the owner of real property known as the Former Coleman Downtown Factory A Facility Site, at 250 North St. Francis in the city of Wichita, Sedgwick County, Kansas 67202, as shown on the map attached hereto as Exhibit A, hereinafter referred to as "the Property", and more particularly described by the following legal descriptions:

Parcel #1:

The North Half of Lot 25, and Lots 27, 29, 31, 33, 35, 37, 39 and 41, on Fourth, now St. Francis Avenue, in J. R. Mead's Addition to the Town of Wichita, Sedgwick County, Kansas.

Parcel #2:

Lots 43, 45, 47 and 49, on Fourth, now St. Francis Avenue, in J. R. Mead's Addition to the Town of Wichita, Sedgwick County, Kansas, together with the West Half of the vacated alley adjoining on the east.

Parcel #3:

Lots 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92 and 94, on Fifth, now Santa Fe Avenue, in J. R. Mead's Addition to the Town of Wichita, Sedgwick County, Kansas.

Parcel #4:

All of Large Lot or Block 16 and Large Lot or Block 18, except the north 90 feet thereof, on Fifth now Santa Fe Avenue, in J. R. Mead's Addition to the Town of Wichita, Sedgwick County, Kansas, together with the East Half of the vacated alley adjoining on the west.

And which shall likewise include any and all parcels contained therein.

WHEREAS the Owner has requested, by application to the Kansas Department of Health and Environment, hereinafter referred to as "KDHE", to restrict, prohibit and/or limit certain uses of the Property in accordance with Kansas Statutes Annotated (K.S.A.) 2007 Supp. 65-1,221 *et seq.*

KDHE has approved the Owner's application to restrict, prohibit, and/or limit certain uses of the Property since residual contamination, which exceeds department standards for unrestricted residential use, remains on the Property.

DOCUMENT	PROJECT	PROPERTY
NUMBER: 09-EUC-0001	NUMBER: C2-087-00181	CATEGORY: 2

The conditions at the Property as of the date of KDHE's approval of the application are as follows:

Radiological and nonradiological contamination including thorium, polychlorinated biphenyls and chlorinated volatile organic compounds, specifically tetrachloroethene (PCE), trichloroethene (TCE) and degradation products, have been detected during investigations conducted at the Property. Remediation of thorium and PCB contamination was completed at the Factory A buildings in 2003. TCE remains in soil at the Property at concentrations exceeding the corresponding KDHE Tier 2 RSK non-residential soil-to-groundwater pathway screening value as established in the *Risk-Based Standards for Kansas RSK Manual – 4th Version*, dated June 2007. PCE, TCE and cis-1,2-dichloroethene remain in groundwater at the Property at concentrations exceeding the corresponding primary maximum contaminant levels as established by the United States Environmental Protection Agency.

A groundwater containment and air stripper treatment system remains in operation at the Property. Results of groundwater monitoring indicate chlorinated volatile organic compounds concentrations continue to decrease and that the system limits downgradient migration of the contaminants. The Property is within the boundaries of the larger Gilbert and Mosley Site, which is an area of documented groundwater contamination. Currently, the City of Wichita prohibits the use or installation of drinking water wells within such contaminated areas through a city ordinance. The final remedy for the Property will be assessed in a Feasibility Study and KDHE will issue a Declaration of Corrective Action outlining the final remedy for the Property.

KDHE has determined, based on conditions at the Property, the application and other information pertaining to the Property, that environmental use controls are appropriate to ensure future protection of public health and the environment, subject to the conditions herein. Therefore, in accordance with K.S.A. 2007 Supp. 65-1,226 and the rules and regulations promulgated thereunder, the Property is hereby designated by KDHE as a Category 2 property.

The Owner acknowledges that this Agreement runs with the land and is binding on all successors in interest in the Property pursuant to K.S.A. 2007 Supp. 65-1,227(b); and is enforceable by KDHE pursuant to K.S.A. 2007 Supp. 65-1,229, unless and/or until such requirements are mutually terminated in writing by KDHE and Owner or Owner's successor in interest. For purposes of the obligations set forth in this document, "Owner" shall be deemed to include the current Owner and any and all successors in interest.

This Agreement shall be recorded, by the Owner, with the Sedgwick County Register of Deeds for the purposes of providing notice of the environmental use controls, protecting public health and the environment, and to prevent interference with the operation, performance, and/or maintenance of any remedial actions on the Property.

DOCUMENT	PROJECT	PROPERTY
NUMBER: 09-EUC-0001	NUMBER: C2-087-00181	CATEGORY: 2

RESTRICTIONS, PROHIBITIONS AND LIMITATIONS:

Due to the environmental conditions described above, it is the desire and intention of the Owner to restrict, prohibit, and/or limit the following uses of the Property:

- A. The Property shall be used for parking purpose only, with no basement, crawl spaces, cellars or any other subsurface features other than utility conduits or footings.
- B. The Property shall not be used for residential purposes of any type including, but not limited to, a residence or dwelling, including a house, apartment, mobile home, nursing home, or condominium; or public use area, including a school, educational center, day care center, playground or similar structure, unrestricted outdoor recreational area, or park.
- C. The Owner shall not allow water wells to be drilled, constructed, or used on the Property for the purposes of domestic, lawn and gardening, or other means, which use involves or may involve human consumption and/or other possible human contact uses. This restriction does not prohibit drilling, construction or use of water wells for the purpose of containing product or contamination, or for contaminated ground water recovery, monitoring, or other remediation activities as approved in writing by KDHE.
- D. KDHE shall be provided with notification fifteen (15) calendar days prior to any excavation activities.
- E. KDHE may require sampling of soils prior to, or during, any excavation activities. Based on the potential hazards associated with the soil disturbance activities, KDHE may deny the request to disturb the soils or may require specific protective or remedial actions when allowing such soil disturbance activities to occur on the Property.
- F. Any soils excavated for removal from the Property must be sampled upon removal following a KDHE-approved scope of work to determine the proper method of disposal.
- G. The Owner shall inform all easement holders, contractors and/or other workers performing any excavation activities on the Property, prior to such activities, of the potential hazards associated with the direct contact and/or transport of any potentially contaminated and/or hazardous soil or other material from the Property. The Owner shall not allow excavation activities on the Property to proceed unless appropriate health and safety procedures are followed. Easement holders, contractors and/or workers shall also be informed by the Owner of any potential hazards associated with releases from contaminated media located on the Property.
- H. The Owner shall not file or petition to initiate re-zoning of the Property without fifteen (15) days prior notification to KDHE.

DOCUMENT	PROJECT	PROPERTY
NUMBER: 09-EUC-0001	NUMBER: C2-087-00181	CATEGORY: 2

- I. The Owner shall preserve, protect and replace, as necessary, all permanent survey markers, benchmarks, environmental monitoring stations and remedial systems that are installed on the Property.
- J. The Owner shall obtain prior written approval from KDHE before undertaking any excavation or construction of surface water body features (i.e. drainage ditches, stormwater retention basins) on the Property.
- K. The Owner acknowledges that structural impediments (i.e., buildings) exist on this Property and if removed or modified in such a manner as to allow for exposure to any remaining contamination, the Owner shall notify KDHE no less than fifteen (15) calendar days prior to removal of such structural impediments. KDHE may require soils underlying the structural impediments to be tested to determine any additional hazards to human health and the environment from the exposed soil. Based on the potential hazards associated with the exposed soil as determined by KDHE, KDHE may require specific protective or remedial actions to prevent future impacts to human health and the environment.

LOCAL ORDINANCES AND ZONING:

The Owner and KDHE acknowledge that the following local ordinances and zoning requirements in place at the time of recording this Agreement shall be used in addition to the restrictions, prohibitions and limitations set forth in this Agreement.

The Property is zoned LI Limited Industrial and CBD Central Business District by the Wichita-Sedgwick County Metropolitan Area Planning Development.

ACCESS:

The Owner hereby agrees and conveys to KDHE, its agents, contractors, and employees, access to the Property for the term of this Agreement to enter or come upon the Property to inspect the Property and perform any required action (i.e., monitoring, sampling, etc.) KDHE deems necessary for any one or more of the following purposes:

1. Ensuring that use, occupancy, and activities of and at the Property are consistent with this Agreement;
2. Inspecting protective structures and any other remedial systems to ensure their designed operation, performance and structural integrity;
3. Documenting environmental conditions of and at the Property;
4. Ensuring implementation and enforcement of the requirements, restrictions, prohibitions, and other limitations described in this Agreement; and/or

DOCUMENT	PROJECT	PROPERTY
NUMBER: 09-EUC-0001	NUMBER: C2-087-00181	CATEGORY: 2

5. Performing any additional investigations or remediation deemed necessary by KDHE to protect public health and the environment.

FUNDING:

The Owner hereby agrees to submit to KDHE a one-time payment of \$10,000 to compensate KDHE for costs incurred to perform inspections and tracking of the terms and requirements of this Agreement. The Owner acknowledges that the funding requirement for this Agreement is based on the size of the Property, physical properties of residual contamination, types of protective structures at the Property, and frequency of KDHE's anticipated inspections, and anticipated inspection costs.

DURATION:

The Owner hereby agrees that this Agreement extends in perpetuity unless and/or until removal following approval by KDHE pursuant to K.S.A. 2007 Supp. 65-1,227.

MONITORING AND INSPECTION REQUIREMENTS:

Groundwater monitoring, currently overseen by the KDHE-Bureau of Environmental Remediation under the auspices of the State Cooperative Program, is conducted under a Consent Order Agreement (Case No. 90-E-124) mutually agreed to by The Coleman Company, Inc. and KDHE in April 1991.

KDHE shall visually inspect the Property once every five (5) years documenting the condition and current uses of the Property to verify the Property is being used as indicated herein. KDHE shall consider modifications of the frequency of inspection and reporting if warranted by technical data.

OTHER TERMS AND CONDITIONS:

The Owner hereby agrees to provide KDHE written notification no less than fifteen (15) calendar days prior to any sale, lease, conveyance or other transfer of the Property. The notice shall include the name and business address (if applicable) of the transferee and the expected date of transfer. Within fifteen (15) calendar days of real property conveyance, the Owner hereby agrees to provide KDHE a copy of the recorded deed with legal description and corresponding survey map for which this Agreement applies.

The Owner hereby agrees to provide KDHE written notification no less than fifteen (15) calendar days prior to any land use changes at the Property.

The Owner acknowledges that the requirements in this Agreement may not be extinguished, limited or impaired through adverse possession, abandonment, waiver, lack of enforcement, or other common law principles, pursuant to K.S.A. 2007 Supp. 65-1,227(e).

The Owner shall cause any lease, grant, or other transfer of any interest in the Property to include a

DOCUMENT	PROJECT	PROPERTY
NUMBER: 09-EUC-0001	NUMBER: C2-087-00181	CATEGORY: 2

provision expressly requiring the lessee or transferee to comply with the terms of this Agreement. The failure to include such a provision shall not affect the validity or applicability to the Property of this Agreement.

This Agreement may be modified by mutual written agreement by the Owner and KDHE. Within thirty (30) calendar days of executing an amendment, modification, or termination of this Agreement, the Owner shall record such amendment, modification, or termination with the Sedgwick County Register of Deeds, and within thirty (30) calendar days thereafter, the Owner shall provide a copy of the recorded amendment, modification, or termination to KDHE that bears the seal and/or notarized signature of the Register of Deeds.

ENFORCEABILITY:

If the terms of this Agreement are not being implemented by the Owner or contamination at the Property presents a hazard to public health or the environment, KDHE may take such action as authorized by K.S.A. 2007 Supp. 65-1,229, including:

- A. Issue an order directing the Owner to correct any deficiencies and fully implement the terms of this Agreement.
- B. Issue an order retracting this Agreement and any remedial action at the Property and requiring the Owner to implement a remedial action at the Property to attain a cleanup standard that will allow for unrestricted use of the Property.

EFFECTIVE DATE OF AGREEMENT:

The Owner shall provide to KDHE a copy of this Agreement bearing the seal or notarization of the Register of Deeds in **Sedgwick County** within ninety (90) days from **certified receipt** of this fully executed Agreement from KDHE.

The Owner shall provide KDHE with funding as determined by KDHE in accordance with K.S.A. 2007 Supp. 65-1,226 within ninety (90) days from **certified receipt** of this fully executed Agreement from KDHE.

Proper recording of all necessary documents and submission of required funding shall be conditions precedent to the effectiveness of this Agreement.

200629104778

DOCUMENT	PROJECT	PROPERTY
NUMBER: 09-EUC-0001	NUMBER: C2-087-00181	CATEGORY: 2

IN WITNESS WHEREOF, KDHE and the Owner have entered into and executed this Environmental Use Control Agreement through their duly authorized representatives as of this 14th day of October, 2009.

Kansas Department of Health and Environment

By: [Signature]
Roderick L. Bremby, Secretary

ACKNOWLEDGMENT:

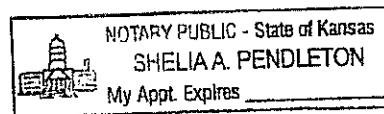
STATE OF KANSAS)
)ss:
COUNTY OF SHAWNEE)

BE IT REMEMBERED, on this 14th day of October, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Roderick L. Bremby, Secretary and authorized representative of KDHE, who is personally known to be such person who executed the above document on behalf of said Agency, and such person duly acknowledged the execution of the same to be his/her act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Shawnee County, Kansas, the day and year last written above.

[Signature]
Notary Public in and for said County and State

My Term Expires: 11.07.2012



DOCUMENT	PROJECT	PROPERTY
NUMBER: 09-EUC-0001	NUMBER: C2-087-00181	CATEGORY: 2

Corporation: The Goleman Company, Inc.

By: [Signature]

Date: 11/9/09

Print Name: Sam Solomon

Title: CEO

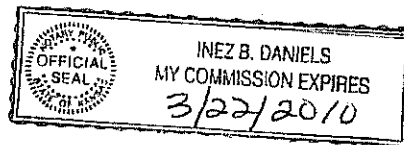
ACKNOWLEDGMENT:

STATE OF Kansas)
COUNTY OF Sedgwick)ss:

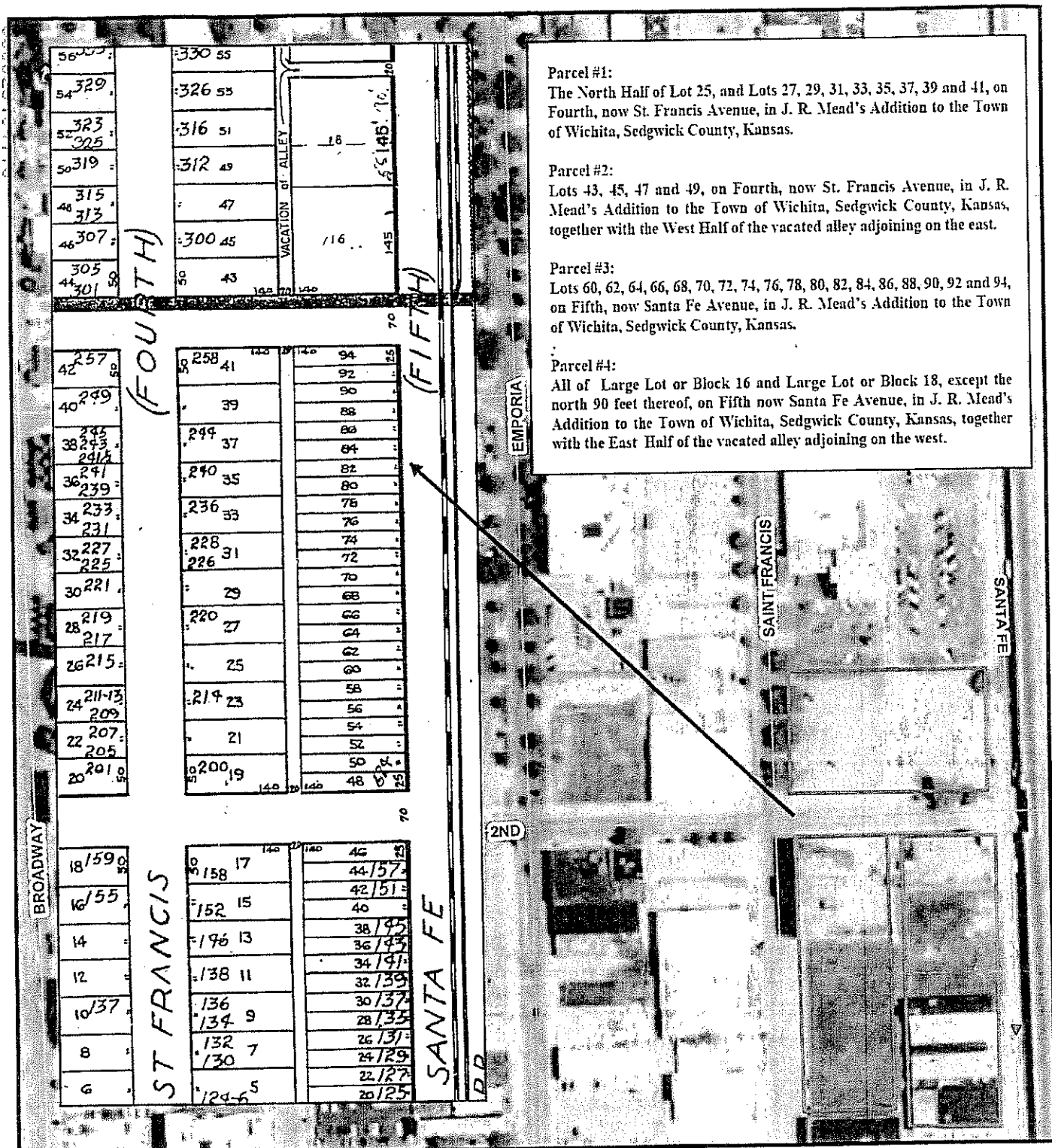
BE IT REMEMBERED, on this 9th day of November, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Sam Solomon, CEO authorized representative of The Coleman Company, Inc., who is personally known to be such person who executed the above document on behalf of said corporation, and such person duly acknowledged the execution of the same to be his/her act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Kansas County, Sedgwick, the day and year last written above.

Inez B. Daniels
Notary Public in and for said County and State



My Term Expires: March 22, 2010



Parcel #1:

The North Half of Lot 25, and Lots 27, 29, 31, 33, 35, 37, 39 and 41, on Fourth, now St. Francis Avenue, in J. R. Mead's Addition to the Town of Wichita, Sedgwick County, Kansas.

Parcel #2:

Lots 43, 45, 47 and 49, on Fourth, now St. Francis Avenue, in J. R. Mead's Addition to the Town of Wichita, Sedgwick County, Kansas, together with the West Half of the vacated alley adjoining on the east.

Parcel #3:

Lots 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92 and 94, on Fifth, now Santa Fe Avenue, in J. R. Mead's Addition to the Town of Wichita, Sedgwick County, Kansas.

Parcel #4:

All of Large Lot or Block 16 and Large Lot or Block 18, except the north 90 feet thereof, on Fifth now Santa Fe Avenue, in J. R. Mead's Addition to the Town of Wichita, Sedgwick County, Kansas, together with the East Half of the vacated alley adjoining on the west.

0 100 200 400 Feet



LEGEND

- Local Roads
- EUCA Area Boundary (approximate)

Exhibit A

Coleman Downtown - Factory A Facility
(Gilbert & Mosley)
Wichita, Kansas
09-EUC-0001

In Sec. 21, T27S, R1E