

TRANSFER NOT NECESSARY

Date

January 6, 2016  
Mark A. Long  
Licking County Auditor

DESCRIPTION APPROVED WILLIAM C LOZIER LICKING COUNTY ENGINEER
APPROVED BY <u>WJL</u> 1-6-16



201601060000181

Pgs: 18 \$156.00 T20160000240  
01/06/2016 9:49AM HACEPA  
Bryan A. Long  
Licking County Recorder

To be recorded with Deed  
Records - ORC § 317.08

#### ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Roberts C&DD Facility, Inc. ("Owner and Holder"), and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property to the activity and use limitations and specified obligations set forth herein.

This Environmental Covenant is created to facilitate the performance of the environmental response project consisting of the closure of the Fallsburg Road Landfill construction and demolition debris landfill ("the Facility"), consistent with ORC Chapter 3714. and the rules promulgated thereunder. The Facility is located at 7271 Fallsburg Road, Mary Ann Township, Ohio, 43055 in Licking County, Ohio. The administrative record for the environmental response project is contained in the files for the Facility located at the Ohio EPA's Central District Office in Franklin County, Ohio, or at the Licking County Health Department ("Health Department") in Licking County, Ohio.

Closure of the Facility requires the construction of a cap system. The cap system requires the use of soils. The Owner and Holder desire that the soils located at the Property, as described below, be used as fill and to construct the cap system and consent to and agree to be bound by the provisions of this Environmental Covenant.

Now therefore, Owner and Holder, Roberts C&DD Facility, Inc., and Ohio EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to ORC §§ 5301.80 to 5301.92.

2. Property. This Environmental Covenant concerns approximately 31.049 acres identified by the Licking County Auditor as Parcel Number 050-168150-00.000 owned by Roberts C&DD Facility, Inc., located at Techniglas Road, Mary Ann Township Ohio 43055, in Licking County, Ohio, and more particularly described in Exhibit A, as depicted in a copy of the Deed attached hereto and hereby incorporated by reference herein ("the Property").

3. Owner. Roberts C&DD Facility, Inc. ("Owner"), which is located at 7271 Fallsburg Road, Mary Ann Township, Ohio 43055 is the owner of the Property.

4. Holder. Owner, whose address is listed above, is the holder of this Environmental Covenant.

5. Present Condition of Property. The Owner and Holder represent: that no buildings or other structures, paved or aggregate roads or surfaces, or improvements, except for fencing, exist on the Property; that no hazardous substances, hazardous wastes, solid wastes, construction and demolition debris or other wastes or pollutants as defined under federal or state law are located on or in the Property.

6. Activity and Use Limitations. To ensure that soil and other resources at the Property are available for use in the performance of closure measures, post closure care measures, or for other operation or maintenance measures, Owner hereby imposes and agrees to comply with the following activity and use limitations:

Construction on Property – There shall be no construction or installment of buildings or other structures, paved or aggregate roads or surfaces, or improvements on the Property, including but not limited to the construction of any commercial or industrial building, recreational structure, landing strip, billboard, advertising display, antenna, tower, or storage tank, or residential structure on the approximately 31.049 acres of the Property, except that a single family residential structure and access way may be constructed on 3.0 acres of the Property upon Ohio EPA approval and upon recording the approved survey with the Licking County Recorder in accordance with paragraph 14 of this Environmental Covenant, and which 3.0 acres shall remain subject to the Modified Activity and Use Limitations specified in paragraph 14.

Industrial or Commercial Activity – There shall be no industrial or commercial activity undertaken or allowed on the Property or any portion thereof.

Drilling or Mining – There shall be no drilling or mining on the Property except that oil and gas exploration and extraction shall be permitted; the oil and gas exploration and extraction will not interfere with the excavation of soils from the Property; and no drill cuttings, waste water, or other wastes associated with the oil and gas exploration are stored, treated, or disposed on the Property. In addition, deep underground mining will be permitted when such mining will not interfere with the excavation of soils from the Property; and no mining wastes, waste water, or other wastes associated with deep underground mining are stored, treated, or disposed on the Property. Finally, the excavation of soils for use in the closure of the Facility will be permitted, and, the clearing, removal and processing of trees and vegetation will be permitted, by Ohio EPA, its respective contractors, employees, agents, representatives and assigns ("Ohio EPA"), or the Health Department, and its respective contractors, employees, agents, representatives and assigns ("Health Department").

Filling or Placement of Solid or Liquid Materials – There shall be no filling on the Property or any portion thereof or placement of solid or liquid materials or other substances on the Property; but the placement of additional, prequalified soils on the Property is permitted when done in accordance with this Environmental Covenant, and the placement of fertilizer on the soil and the treatment and irrigation of crops for agricultural purposes is permitted when done in accordance with all applicable federal, state, and local laws.

Storage and Disposal of Waste – There shall be no storage or disposal of wastes on the Property or any portion thereof including but not limited to the storage or disposal of: solid wastes; construction and demolition debris; hazardous wastes; hazardous substances; industrial liquid wastes; exempt or excluded wastes; agricultural wastes; drilling or mining wastes; or toxic substances as those wastes are defined under federal, state, or local laws.

7. Use of the Soils on the Property Obligation. Pursuant to ORC § 5301.84 and notwithstanding any other law or agreement to the contrary, the signees of this Environmental Covenant, including the Owner and Holder agree to be bound by the provisions of this paragraph. The Ohio EPA and Health Department shall have access to the Property and the right to add to, excavate, remove, move, recover, relocate and

use the soils and resources on the Property at no cost to the State of Ohio or the Health Department, as authorized pursuant to the Consent Order filed in the Court of Common Pleas, Licking County, Ohio, Case No. 14 CV 0771.

8. 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 ORC § 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 Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

9. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91. Failure to timely enforce compliance with this Environmental Covenant or the activity and 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 non-compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law.

10. Rights of Access. Owner hereby grants to Ohio EPA and the Health Department, their respective employees, agents, and assigns, and the Holder the right of access to the Property for implementation or enforcement of this Environmental Covenant.

11. Compliance Reporting. Owner or any Transferee or the Holder that owns the Property shall submit to Ohio EPA and the Health Department by the first (1<sup>st</sup>) of August of each year written documentation consisting of a statement verifying that the activity and use limitations remain in place and are being complied with.

12. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property 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\_\_\_\_\_, 20\_\_\_\_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE LICKING COUNTY RECORDER ON \_\_\_\_\_, 20\_\_\_\_, IN [DOCUMENT \_\_\_\_\_, or BOOK\_\_\_\_, PAGE \_\_\_\_\_]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

Construction on Property – There shall be no construction or installment of buildings or other structures, paved or aggregate roads or surfaces, or improvements on the Property, including but not limited to the construction of any commercial or industrial building, recreational structure, landing strip, billboard, advertising display, antenna, tower, or storage tank, or residential structure on the approximately 31.049 acres of the Property, except that a single family residential structure and access way may be constructed on 3.0 acres upon Ohio EPA approval of the location of such portion of the Property, where such location is not likely to interfere with, hinder, harm, or otherwise damage the measures taken by Ohio EPA or the Board of Health at the Property, and upon recording the approved survey with the Licking County Recorder, and in accordance with paragraph 14 of the Environmental Covenant, and which 3.0 acres shall remain subject to the Modified Activity and Use Limitations specified in paragraph 14 of the Environmental Covenant referenced herein. The remainder of the approximately 31.049 acres, identified by the Licking County Auditor as Parcel Number 050-168150-00.000, not including a 3.0 Acre Portion of the Property subject to the Modified Activity and Use Limitations referenced in this paragraph, shall remain subject to the Activity and Use Limitations described in Paragraph 6 of the ENVIRONMENTAL COVENANT, DATED \_\_\_\_\_, 20\_\_\_\_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE \_\_\_\_\_ LICKING COUNTY RECORDER ON \_\_\_\_\_, 20\_\_\_\_, IN [DOCUMENT \_\_\_\_\_, or BOOK\_\_\_\_, PAGE \_\_\_\_\_, OR INSTRUMENT NUMBER\_\_\_\_\_].

Industrial or Commercial Activity – There shall be no industrial or commercial activity undertaken or allowed on the Property or any portion thereof.

Drilling or Mining – There shall be no drilling or mining on the Property except that oil and gas exploration and extraction shall be permitted; the oil and gas exploration and extraction will not interfere with the excavation of soils from the Property; and no drill cuttings, waste water, or other wastes associated with the oil and gas exploration are stored, treated, or disposed on the Property. In addition, deep underground mining will be permitted when such mining will not interfere with the excavation of soils from the Property; and no mining wastes, waste water, or other wastes associated with deep underground mining are stored, treated, or disposed on the Property. Finally, the excavation of soils and resources for use in the closure of the Facility will be permitted.

Filling or Placement of Solid or Liquid Materials – There shall be no filling on the Property or any portion thereof or placement of solid or liquid materials or other substances on the Property; but the placement of additional, prequalified soils on the Property is permitted when done in accordance with this Environmental Covenant, and the placement of fertilizer on the soil and the treatment and irrigation of crops for agricultural purposes is permitted when done in accordance with all applicable federal, state, and local laws.

Storage and Disposal of Waste – There shall be no storage or disposal of wastes on the Property including but not limited to the storage or disposal of: solid wastes; construction and demolition debris; hazardous wastes; hazardous substances; industrial liquid wastes; exempt or excluded wastes; agricultural wastes; drilling or mining wastes; or toxic substances as those wastes are defined under federal, state, or local laws.

The Property, which includes soil added and attached to the Property, subject to the Environmental Covenant shall not be used to obtain or secure any subsequent interest, bailment, loan, mortgage, debt, purchase, sale's contract, vendor's lien, mechanic's lien or other contractual obligation.

Owner shall notify Ohio EPA, the Health Department and the Holder within ten (10) days after each conveyance of an interest in any portion of the Property. 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.

13. Mining Permit. Pursuant to ORC § 5301.84 and notwithstanding any other law or agreement to the contrary, the signees of this Environmental Covenant, including the Owner and Holder agree to be bound by the provisions of this paragraph. The owner of the Facility agrees to maintain, and shall not surrender, any permit obtained from the Ohio Department of Natural Resources for surface mining on the Property, and further agree to grant access to the permit to the State of Ohio or the Health Department, if necessary, for use of the soils at the Facility consistent with this Environmental Covenant.

14. Modified Activity and Use Limitations as to 3.0 Acres of Property. Pursuant to ORC § 5301.84 and notwithstanding any other law or agreement to the contrary, the signees of this Environmental Covenant, including the Owner and Holder, agree to be bound by the provisions of this paragraph. The Owner or Transferee may modify the Activity and Use limitations in this Environmental Covenant specifically in a manner

consistent with this paragraph as to an area not to exceed 3.0 acres of the approximately 31.049 acres located at Techniglas Road, Mary Ann Township Ohio 43055, in Licking County, Ohio identified by the Licking County Auditor as Parcel Number 050-168150-00.000 to be used for residential purposes as depicted in a metes and bounds survey to be approved by Ohio EPA.

In order to modify the activity and use limitations in this Environmental Covenant as applicable to a portion of the Property not to exceed approximately 3.0 acres of the approximately 31.049 acres of the Property, the Owner or Transferee shall submit to Ohio EPA for approval a survey of the location of such portion of the Property, where such location is not likely to interfere with, hinder, harm, or otherwise damage the measures taken by Ohio EPA or the Board of Health at the Property, that depicts the metes and bounds of the 3.0 acres where a single family residential premises may be constructed, which shall include the access way, and which shall be subject to the Modified Activity and Use Limitations in this paragraph. The Survey shall be attached to a Notice of the Modified Activity and Use Limitations, and both the Notice and Survey shall be filed with the Licking County Recorder. The Notice shall be substantially in the following form:

"The Property subject to the Modified Activity and Use Limitations concerns approximately 3.0 acres of the 31.049 acres identified by the Licking County Auditor as Parcel Number 050-168150-00.000 owned by Roberts C&DD Facility, Inc., located at Techniglas Road, Mary Ann Township Ohio 43055, in Licking County, Ohio, and more particularly described in the Metes and Bounds Survey to be attached to this Notice hereto and hereby incorporated by reference herein ('the 3.0 Acre Portion of the Property').

THE PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED\_\_\_\_\_, 20\_\_\_\_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE LICKING COUNTY RECORDER ON\_\_\_\_\_, 20\_\_\_\_, IN [DOCUMENT\_\_\_\_\_, or BOOK\_\_\_\_, PAGE\_\_\_\_, or Instrument Number\_\_\_\_\_], EXCEPT THAT THE FOLLOWING MODIFIED ACTIVITY AND USE LIMITATIONS SHALL APPLY TO THE 3.0 ACRE PORTION OF THE PROPERTY:

Construction of Single Family Residential Structure on the 3.0 Acre Portion of the Property – Any construction of a residential structure on the 3.0 Acre Portion of the Property shall not interfere with, hinder, harm, or otherwise damage the measures taken by Ohio EPA or the Board of Health at the Property, including any operation and maintenance measures undertaken by Ohio EPA or the Board of Health, and shall be in accordance with all local, State, and Federal Laws. Any such single family residential premises constructed on the 3.0 Acre Portion of the Property in

accordance with an Ohio EPA approved metes and bounds survey shall not limit Ohio EPA and the Health Department, their respective employees, agents, and assigns, and the Holder's right of access to the Property for implementation or enforcement of the ENVIRONMENTAL COVENANT, DATED \_\_\_\_\_, 20\_\_\_\_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE \_\_\_\_\_ COUNTY RECORDER ON \_\_\_\_\_, 20\_\_\_\_, IN [DOCUMENT \_\_\_\_\_, or BOOK\_\_\_\_, PAGE \_\_\_\_\_, OR INSTRUMENT NUMBER\_\_\_\_\_].

Industrial or Commercial Construction and Activity – There shall be no construction or installment of commercial or industrial buildings or commercial or industrial structures on the 3.0 Acre Portion of the Property, including but not limited to the construction of any non-residential building, recreational structure, landing strip, billboard, advertising display, antenna, tower, or storage tank. There shall be no industrial or commercial activity undertaken or allowed on the 3.0 Acre Portion of the Property.

Drilling or Mining – There shall be no drilling or mining on the 3.0 Acre Portion of the Property except that oil and gas exploration and extraction shall be permitted; the oil and gas exploration and extraction will not interfere with the excavation of soils from the Property; and no drill cuttings, waste water, or other wastes associated with the oil and gas exploration are stored, treated, or disposed on the Property. In addition, deep underground mining will be permitted when such mining will not interfere with the excavation of soils from the Property; and no mining wastes, waste water, or other wastes associated with deep underground mining are stored, treated, or disposed on the Property. Finally, the excavation of soils and resources for use in the closure of the Facility will be permitted.

Filling or Placement of Solid or Liquid Materials – There shall be no filling on the 3.0 Acre Portion of the Property or placement of solid or liquid materials or other substances on the 3.0 Acre Portion of the Property; but the placement of additional, prequalified soils on the Property is permitted when done in accordance with the ENVIRONMENTAL COVENANT, DATED \_\_\_\_\_, 20\_\_\_\_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE LICKING COUNTY RECORDER ON \_\_\_\_\_, 20\_\_\_\_, IN [DOCUMENT \_\_\_\_\_, or BOOK\_\_\_\_, PAGE \_\_\_\_\_, OR INSTRUMENT NUMBER\_\_\_\_\_], and the placement of fertilizer on the soil and the treatment and irrigation of crops for agricultural purposes is permitted when done in accordance with all applicable federal, state, and local laws.



Storage and Disposal of Waste – There shall be no storage or disposal of wastes on the 3.0 Acre Portion of the Property including but not limited to the storage or disposal of: solid wastes; construction and demolition debris; hazardous wastes; hazardous substances; industrial liquid wastes; exempt or excluded wastes; agricultural wastes; drilling or mining wastes; or toxic substances as those wastes are defined under federal, state, or local laws, excluding the temporary storage of solid wastes generated within the residence.

The remainder of the approximately 31.049 acres, identified by the Licking County Auditor as Parcel Number 050-168150-00.000, not including the 3.0 Acre Portion of the Property subject to the Modified Activity and Use Limitations in this paragraph, shall remain subject to the Activity and Use Limitations described in Paragraph 6 of the ENVIRONMENTAL COVENANT, DATED \_\_\_\_\_, 20\_\_\_\_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE LICKING COUNTY RECORDER ON \_\_\_\_\_, 20\_\_\_\_, IN [DOCUMENT \_\_\_\_\_, or BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, OR INSTRUMENT NUMBER \_\_\_\_\_].

The property, subject to the ENVIRONMENTAL COVENANT, DATED \_\_\_\_\_, 20\_\_\_\_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE LICKING COUNTY RECORDER ON \_\_\_\_\_, 20\_\_\_\_, IN [DOCUMENT \_\_\_\_\_, or BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, OR INSTRUMENT NUMBER \_\_\_\_\_] and subject to these Modified Activity and Use Limitations, shall not be used to obtain or secure any subsequent interest, bailment, loan, mortgage, debt, purchase, sale's contract, vendor's lien, mechanic's lien or other contractual obligation."

Owner or Transferee shall notify Ohio EPA and the Health Department within ten (10) days after recording such Notice and Survey of the 3.0 Acre Portion of the Property subject to the Modified Activity and Use Limitations. Notification to Ohio EPA shall include a file and date stamped copy of the Notice and Ohio EPA approved Survey recorded with the Licking County Recorder in accordance with this paragraph.

15. Amendment or Termination. Subject to Ohio EPA's determination that no additional closure measures, post closure care measures or ongoing operation and maintenance activities are necessary, this Environmental Covenant may be amended or terminated by consent of all of the following: the Owner or a Transferee; the Holder; and the Ohio EPA, pursuant to ORC § 5301.90 and other applicable law. The term, "Amendment," as used in this Environmental Covenant, shall mean any changes to the Environmental Covenant, including the activity and use limitations or modified 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. The term, "Termination," as used in this Environmental Covenant, shall mean the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

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 and Holders of the Property or portion thereof, as *applicable*. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the party requesting the amendment or termination shall file such instrument for recording with the Licking County Recorder's Office, and shall provide a file- and date-stamped copy of the recorded instrument to Ohio EPA and the Health Department.

16. 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.

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

18. Recordation. The Owner agrees that Ohio EPA may seek to Record the Original or a copy of the executed Environmental Covenant, in the same manner as a deed to the Property, with the Licking County Recorder's Office.

19. 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 Property with the Licking County Recorder.

20. Distribution of Environmental Covenant. Ohio EPA may distribute a copy of a file- and date-stamped copy of the recorded Environmental Covenant to: the Health Department; and to each person who signed the Environmental Covenant.

21. Notice. Unless otherwise notified in writing by Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

Chief  
Division of Materials and Waste Management  
Ohio EPA  
P.O. Box 1049  
Columbus, Ohio 43216-1049

OHIO ENVIRONMENTAL PROTECTION AGENCY

  
Craig W. Butler, Director

12/24/15  
Date

State of Ohio EPA


County of Franklin

) ss:  
)

Before me, a notary public, in and for said county and state, personally appeared Craig W. Butler, the Director 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 the 24<sup>th</sup> day of DECEMBER, 2015.



  
Notary Public

CHARMA DIANE CASTEEL  
NOTARY PUBLIC  
STATE OF OHIO  
MY COMMISSION EXPIRES

May 10, 2019

Prepared By:  
Janine Maney, Attorney for Ohio EPA

The undersigned representative of the: Owner[s]; Holder[s]; and mortgagee[s],  
lien holder[s], and other parties with a recorded interest in the Property represent and  
certify that the representative is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

Brenda Phelps  
Signature of Owner

Brenda Phelps  
Brenda Phelps,  
President Roberts C&DD Facility, Inc

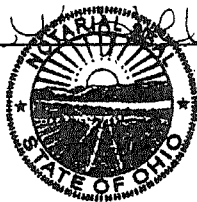
12-9-15  
Date

State of Ohio )  
County of Licking ) ss:

Before me, a notary public, in and for said county and state, personally appeared,  
Brenda Phelps, a duly authorized representative of Roberts C&DD Facility, Inc  
who acknowledged to me that the representative did execute the foregoing instrument  
on behalf of Roberts C&DD Facility, Inc

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official  
seal this 9th day of Dec, 2015.

Alyssa K. Holbrook  
Notary Public



ALYSSA K. HOLBROOK  
Notary Public, State of Ohio  
My Commission Expires  
August 2, 2016

Prepared By:  
Jack Van Kley, Attorney for Owner

[THIS PAGE INTENTIONALLY LEFT BLANK]

**EXHIBIT A**

**Legal Description of Techniglas Road Property**

WARRANTY DEED  
Lane LegalWare

Instr: 200001030000075 01/03/2000  
Pages: 4 Fee: \$22.00 18:18AM  
Patty Albery T200000000044  
Licking County Recorder MEPSOUTHER

## Know all Men by these Presents

That Russell L. Kirkbride, and Eleanor B. Kirkbride, Husband and Wife, for valuable consideration paid, hereby grant, bargain, sell, and convey, with **General Warranty Covenants**, to Roberts C & DD Facility, Inc., whose tax mailing address is: Techniglas Road, Newark, Ohio 43055, the following real property, situated in the Township of Mary Ann, County of Licking, and State of Ohio, to-wit:

Situated in the State of Ohio, County of Licking, Township of Mary Ann, and being a part of Lot 15 and Lot 16, of the First Quarter, Township 3, Range 11, of the United States Military Lands. Being also a 31.049 acre parcel out of that tract of land as described in a deed to Russell L. & Eleanor B. Kirkbride recorded in Deed Book 749 Page 235, all references to Deed Book (DB), Official Record (OR), and Instrument Number (Instr#) refer to the records of the Licking County Recorder's Office, Newark, Ohio. Said 31.049 acre parcel being further bounded and described as follows:

Beginning at a stone w/"x" found at an existing fence corner in the north line of said Lot 16, marking the northeast corner of the west half of said Lot 16, said stone marking also the northwest corner of a tract of land described in a deed to Roberts C & DD Facility, Incorporated, an Ohio Corporation, recorded in Instr#199906300027381, said stone being also a southeasterly corner of the said Russell L. & Eleanor B. Kirkbride Tract;

Thence S 04 deg. 38' 29" E with the west line of said Roberts C & DD Facility, Inc. Tract, with an easterly line of the said Russell L. & Eleanor B. Kirkbride Tract, and with an existing fenceline, a distance of 573.00 feet to a 20" dia. Maple tree found at an existing fence corner, and being the northeast corner of a tract of land described in a deed to Jeffrey W. Barcus recorded in OR.638-231;

Thence S 86 deg. 34' 50" W with the southerly line of the said Russell L. & Eleanor B. Kirkbride Tract, the north line of the said Jeffrey W. Barcus Tract, and with an existing fenceline, a distance of 990.48 feet to a 1/2" iron pipe found marking the northwest corner of the said Barcus Tract and a southwesterly corner of the said Russell L. & Eleanor B. Kirkbride Tract;

Thence N 05 deg. 04' 39" W with a westerly line of the said Russell L. & Eleanor B. Kirkbride Tract, the east line of a tract of land described as Parcel 3 in a deed to The Newark Trust Company, Trustee recorded in DB 513 PG 105, and with an

SEC.319.202 COMPLIED WITH  
J. TERRY EVANS, AUDITOR  
BY AM 82.20

Exhibit A

TRANSFERRED  
Date August 3, 2000  
[Signature]  
Licking County Auditor

existing fenceline, a distance of 547.14 feet to a ½" iron pipe found in the line common to said Lot 15 and Lot 16, marking the northeast corner of said Parcel 3 and a southwesterly corner of the said Russell L. & Eleanor B. Kirkbride Tract;

Thence S 83 deg. 59' 29" W with a southerly line of the said Russell L. & Eleanor B. Kirkbride Tract, the northerly line of said Parcel 3, the line common to said Lot 15 and Lot 16, and with an existing fenceline, a distance of 338.00 feet to a 26" dia. Hickory tree found at an existing fence corner at a southwesterly corner of the said Russell L. & Eleanor B. Kirkbride Tract;

Thence N 05 deg. 26' 33" W with the west line of said Lot 15, the west line of the said Russell L. & Eleanor B. Kirkbride Tract, the east line of a tract of land described in a deed to Michael R. & Sandra K. Corbett recorded in DB 747 PG 816, and with an existing fenceline, a distance of 300.00 feet to a 5/8" rebar set;

Thence N 84 deg. 45' 05" E leaving the west line of said Lot 15, and with a new division line into and across the said Russell L. & Eleanor B. Kirkbride Tract, a distance of 2661.85 feet to a 5/8" rebar set in an existing fenceline in the east line of the said Russell L. & Eleanor B. Kirkbride Tract, the west line of a tract of land described in a deed to Robert D. Hilton recorded in OR 206-573, and the east line of said Lot 15;

Thence S 05 deg. 03' 37" E with the east line of the said Russell L. & Eleanor B. Kirkbride Tract, the west line of the said Hilton Tract, and with an existing fenceline, passing through a ½" iron pipe found at 298.54 feet, a total distance of 300.00 feet to a point at the southeasterly corner of the said Russell L. & Eleanor B. Kirkbride Tract, and in the north lien of the said Roberts C & DD Facility, Inc. Tract;

Thence S 84 deg. 41' 44" W with a southerly line of the said Russell L. & Eleanor B. Kirkbride Tract, the north line of the said Roberts C & DD Facility, Inc. Tract, and with the line common to said Lot 15 and Lot 16, passing through a 5/8" rebar found at 7.47 feet, a total distance of 1327.47 feet to the point of beginning, and containing 31.049 acres of land, more or less.

The 5/8" rebar set as mentioned herein is a 5/8" rebar, 30" in length, with a plastic cap stamped "Morris & Assoc.-PS 7347". The bearings are based on an assumed meridian and are to be used to denote angles only. This description was prepared by Morris & Associates, Inc., from record information and an actual field survey of the premises in December of 1999.



Subject to building restrictions, zoning restrictions, leases and easements of record, taxes and assessments which are a lien, and determination by the Tax Map Department of the Licking County Engineer's Office and the Licking County Regional Planning Commission.

Taxes shall be pro-rated to the date of closing.

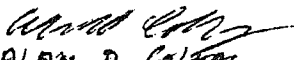
The Grantees, their heirs, and assigns do hereby acknowledge and agree that this conveyance is subject to the covenant and agreement of the grantees, their heirs, and assigns that this lot does not constitute a building site and that no building shall be constructed on the said premises without the prior written approval of the Licking County Planning Commission.

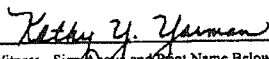
The Grantees, their heirs, and assigns do hereby acknowledge and agree that this conveyance is subject to the covenant and agreement of the grantees, their heirs, and assigns that the above described tract may not be used to expand Grantee's landfill operation except for use as home sites (if the same are approved in accordance with the proceeding covenant), and for use as fire roads.

Prior Instrument Reference: Volume 749, Page 235.

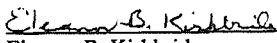
~~Witness~~ their hands this 30<sup>th</sup> day of December, 1999.

*Signed and Acknowledged  
in the Presence of:*

  
\_\_\_\_\_  
ALAN D. COLE  
Witness - Sign Above and Print Name Below:

  
\_\_\_\_\_  
KATHY Y. YARNMAN  
Witness - Sign Above and Print Name Below:

  
\_\_\_\_\_  
Russell L. Kirkbride

  
\_\_\_\_\_  
Eleanor B. Kirkbride

State of Ohio

ss.

Knox County

Before me, a Notary Public in and for the County and State aforesaid, personally appeared the above named Russell L. Kirkbride, and Eleanor B. Kirkbride, who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed.

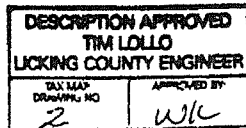
In Testimony Whereof, I have hereunto set my hand and official seal, at Mount Vernon, Ohio this 30th day of December, 1999.



KATHY Y. YARMEN  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES SEPT. 11, 2004

Kathy Y. Yarmen  
Notary Public

This Instrument Prepared By: Kenneth E. Lane, Attorney at Law, Mount Vernon, Ohio



CONDITIONAL APPROVAL FOR THIS TRANSFER  
CORRECTION REQUIRED FOR NEXT TRANSFER  
WILLIAM C. LOZIER, LICKING COUNTY ENGINEER

*WCL* 1-6-16

TRANSFER NECESSARY

Date

*January 6, 2016*  
*2* *sem*  
L



201601060000183

Pgs: 13 \$116.00 T2016C000240  
01/06/2016 9:50AM HACEPA  
Bryan A. Long  
Licking County Recorder

To be recorded with Deed  
Records - ORC §317.08

### ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Roberts C&DD Facility, Inc. ("Owner and Holder"), and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property to the activity and use limitations and specified obligations set forth herein.

This Environmental Covenant is created to facilitate the performance of the environmental response project consisting of the closure of the Fallsburg Road Landfill construction and demolition debris landfill ("the Facility"), consistent with ORC Chapter 3714, and the rules promulgated thereunder. The Facility is located at 7271 Fallsburg Road, Mary Ann Township, Ohio 43055 in Licking County, Ohio. The administrative record for the environmental response project is contained in the files for the Facility located at the Ohio EPA's Central District Office in Franklin County, Ohio, or at the Licking County Health Department ("Health Department") in Licking County, Ohio.

Closure of the Facility requires the construction of a cap system. The cap system requires the use of soils. The Owner and Holder desire that the soils located at the Property, as described below, be used as fill and to construct the cap system and consent to and agree to be bound by the provisions of this Environmental Covenant.

Now therefore, Owner and Holder, Roberts C&DD Facility, Inc., and Ohio EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to ORC §§ 5301.80 to 5301.92.

2. Property. This Environmental Covenant concerns approximately 54 acres identified by the Licking County Auditor as Parcel Number 050-168570-00.000 owned by Roberts C&DD Facility, Inc., located at 7271 Fallsburg Road, Mary Ann Township, Ohio 43055, in Licking County, Ohio, and more particularly described in Exhibit A, as depicted in a copy of the Deed attached hereto and hereby incorporated by reference herein ("the Property").

3. Owner. Roberts C&DD Facility, Inc. ("Owner"), which is located at 7271 Fallsburg Road, Mary Ann Township, Ohio 43055 is the owner of the Property.

4. Holder. Owner, whose address is listed above, is the holder of this Environmental Covenant.

5. Present Condition of Property. The Owner and Holder represent: that no buildings or other structures, paved or aggregate roads or surfaces, or improvements, except for fencing, exist on the Property; that no hazardous substances, hazardous wastes, solid wastes, construction and demolition debris, except for construction and demolition debris emplaced on the Property prior to the effective date of this Environmental Covenant, or other wastes or pollutants as defined under federal or state law are located on or in the Property.

6. Activity and Use Limitations. To ensure that soil and other resources at the Property are available for use in the performance of closure measures, post closure care measures, or for other operation or maintenance measures at the Facility, Owner hereby imposes and agrees to comply with the following activity and use limitations:

Construction on Property – There shall be no construction or installment of buildings or other structures, including but not limited to the construction of any commercial, industrial, residential or recreational structure, landing strip, billboard, advertising display, antenna, tower, or storage tank, or paved or aggregate roads or surfaces. Except that, the Owner or Transferee shall have the right upon Ohio EPA approval of the location to construct an access road across the Property to the adjacent Techniglas property to the extent that an alternative access road is not available and a new access road is reasonably necessary for ingress and egress to the Techniglas Road property, but such a road shall not be constructed by Grantor or Transferee over, under, across or through any cap, limits of debris placement, areas of ancillary structures, wells, ponds, drainage systems, pipes or other structures installed by Ohio EPA or the LCHD.

Industrial or Commercial Activity – There shall be no industrial or commercial activity undertaken or allowed on the Property.

Drilling or Mining – There shall be no drilling or mining on the Property except that oil and gas exploration and extraction shall be permitted; the oil and gas exploration and extraction will not interfere with the excavation of soils from the Property; and no drill cuttings, waste water, or other wastes associated with the oil and gas exploration are stored, treated, or disposed on the Property. In addition, deep underground mining will be permitted when such mining will not interfere with the excavation of soils from the Property; and no mining wastes, waste water, or other wastes associated with deep underground mining are stored, treated, or disposed on the Property. Finally, the excavation of soils for use in the closure of the Facility will be permitted, and, the clearing, removal and processing of trees and vegetation will be permitted, by Ohio EPA, its respective contractors, employees, agents, representatives and assigns ("Ohio EPA"), or the Health Department, and its respective contractors, employees, agents, representatives and assigns ("Health Department").

Filling or Placement of Solid or Liquid Materials – There shall be no filling on the Property or placement of solid or liquid materials or other substances on the Property; but the placement of additional, prequalified soils on the Property is permitted when done in accordance with this Environmental Covenant, and the placement of fertilizer on the soil and the treatment and irrigation of crops for agricultural purposes is permitted when done in accordance with all applicable federal, state, and local laws.

Storage and Disposal of Waste – There shall be no storage or disposal of wastes on the Property including but not limited to the storage or disposal of: solid wastes; construction and demolition debris, except for construction and demolition debris emplaced on the Property prior to the effective date of this Environmental Covenant; hazardous wastes; hazardous substances; industrial liquid wastes; exempt or excluded wastes; agricultural wastes; drilling or mining wastes; or toxic substances as those wastes are defined under federal, state, or local laws.

7. Use of the Soils on the Property Obligation. Pursuant to ORC § 5301.84 and notwithstanding any other law or agreement to the contrary, the signees of this Environmental Covenant, including the Owner and Holder agree to be bound by the provisions of this paragraph. The Ohio EPA and Health Department shall have access to the Property and the right to add to, excavate, remove, move, recover, relocate and use the soils and resources on the Property at no cost to the State of Ohio or the Health Department, as authorized pursuant to the Consent Order filed in the Court of Common Pleas, Licking County, Ohio, Case No. 14 CV 0771.

8. 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 ORC § 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 Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

9. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91. Failure to timely enforce compliance with this Environmental Covenant or the activity and 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 non-compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law.

10. Rights of Access. Owner hereby grants to Ohio EPA and the Health Department, their respective employees, agents, and assigns, and the Holder the right of access to the Property for implementation or enforcement of this Environmental Covenant.

11. Compliance Reporting. Owner or any Transferee or the Holder that owns the Property or Facility shall submit to Ohio EPA and the Health Department by the first (1<sup>st</sup>) of August of each year written documentation consisting of a statement verifying that the activity and use limitations remain in place and are being complied with.

12. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property 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\_\_\_\_\_, 20\_\_\_\_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE \_\_\_\_\_ COUNTY RECORDER ON \_\_\_\_\_, 20\_\_\_\_, IN [DOCUMENT \_\_\_\_\_, or BOOK\_\_\_\_, PAGE \_\_\_\_\_]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

Construction on Property – There shall be no construction or installment of buildings or other structures, including but not limited to the construction of any commercial, industrial, residential or recreational structure, landing strip, billboard, advertising display, antenna, tower, or storage tank, or paved or aggregate roads or surfaces. Except that, the Owner or Transferee shall have the right upon Ohio EPA approval of the location to construct an access road across the Property to the adjacent Techniglas

Road property to the extent that an alternative access road is not available and a new access road is reasonably necessary for ingress and egress to the Techniglas Road property, but such a road shall not be constructed by Grantor or Transferee over, under, across or through any cap, limits of debris placement, areas of ancillary structures, wells, ponds, drainage systems, pipes or other structures installed by Ohio EPA or the LCHD.

Industrial or Commercial Activity – There shall be no industrial or commercial activity undertaken or allowed on the Property.

Drilling or Mining – There shall be no drilling or mining on the Property except that oil and gas exploration and extraction shall be permitted; the oil and gas exploration and extraction will not interfere with the excavation of soils from the Property; and no drill cuttings, waste water, or other wastes associated with the oil and gas exploration are stored, treated, or disposed on the Property. In addition, deep underground mining will be permitted when such mining will not interfere with the excavation of soils from the Property; and no mining wastes, waste water, or other wastes associated with deep underground mining are stored, treated, or disposed on the Property. Finally, the excavation of soils and resources for use in the closure of the Facility will be permitted.

Filling or Placement of Solid or Liquid Materials – There shall be no filling on the Property or placement of solid or liquid materials or other substances on the Property; but the placement of additional, prequalified soils on the Property is permitted when done in accordance with this Environmental Covenant, and the placement of fertilizer on the soil and the treatment and irrigation of crops for agricultural purposes is permitted when done in accordance with all applicable federal, state, and local laws.

Storage and Disposal of Waste – There shall be no storage or disposal of wastes on the Property including but not limited to the storage or disposal of: solid wastes; construction and demolition debris, except for construction and demolition debris emplaced on the Property prior to the effective date of this Environmental Covenant; hazardous wastes; hazardous substances; industrial liquid wastes; exempt or excluded wastes; agricultural wastes; drilling or mining wastes; or toxic substances as those wastes are defined under federal, state, or local laws.

The Property, which includes soil added and attached to the Property, subject to this Environmental Covenant shall not be used to obtain or secure any subsequent interest, bailment, loan, mortgage, debt, purchase, sale's contract, vendor's lien, mechanic's lien or other contractual obligation.

Owner shall notify Ohio EPA, the Health Department and the Holder within ten (10) days after each conveyance of an interest in any portion of the Property. 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.

13. Mining Permit. Pursuant to ORC § 5301.84 and notwithstanding any other law or agreement to the contrary, the signees of this Environmental Covenant, including the Owner and Holder agree to be bound by the provisions of this paragraph. The owner of the Facility agrees to maintain, and shall not surrender, any permit obtained from the Ohio Department of Natural Resources for surface mining on the Property, and further agree to grant access to the permit to the State of Ohio or the Health Department, if necessary, for use of the soils at the Facility consistent with this Environmental Covenant.

14. Amendment or Termination. Subject to Ohio EPA's determination that no additional closure, post closure care or ongoing operation and maintenance activities are necessary, this Environmental Covenant may be amended or terminated by consent of all of the following: the Owner or a Transferee; the Holder; and the Ohio EPA, pursuant to ORC § 5301.90 and other applicable law. The term, "Amendment," as used in this Environmental Covenant, shall mean 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. The term, "Termination," as used in this Environmental Covenant, shall mean the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

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 and Holders of the Property or portion thereof, as applicable. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the party requesting the amendment or termination shall file such instrument for recording with the Licking County Recorder's Office, and shall provide a file- and date-stamped copy of the recorded instrument to Ohio EPA.

15. 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.

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

17. Recordation. The Owner agrees that Ohio EPA may seek to Record the Original or a copy of the executed Environmental Covenant, in the same manner as a deed to the Property, with the Licking County Recorder's Office.



18. 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 Property with the Licking County Recorder.

19. Distribution of Environmental Covenant. Ohio EPA may distribute a copy of a file- and date-stamped copy of the recorded Environmental Covenant to: the Health Department; and each person who signed the Environmental Covenant.

20. Notice. Unless otherwise notified in writing by Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

Chief  
Division of Materials and Waste Management  
Ohio EPA  
P.O. Box 1049  
Columbus, Ohio 43216-1049

OHIO ENVIRONMENTAL PROTECTION AGENCY

  
Craig W. Butler, Director

12/24/15  
Date

State of Ohio EPA

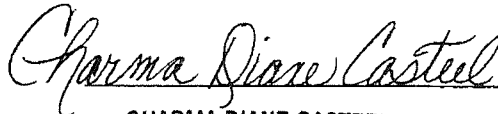
County of Franklin

) ss:  
)

Before me, a notary public, in and for said county and state, personally appeared Craig W. Butler, the Director 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 the 24th day of DECEMBER, 2015.



  
CHARMA DIANE CASTEEL  
NOTARY PUBLIC  
STATE OF OHIO  
MY COMMISSION EXPIRES  
Notary Public May 10, 2019

Prepared By:  
Janine Maney, Attorney for Ohio EPA

The undersigned representative of the: Owner[s]; Holder[s]; and mortgagee[s],  
lien holder[s], and other parties with a recorded interest in the Property represent and  
certify that the representative is authorized to execute this Environmental Covenant.

**IT IS SO AGREED:**

Brenda Phelps  
Signature of Owner

Brenda Phelps  
Brenda Phelps,  
President Roberts C&DD Facility, Inc

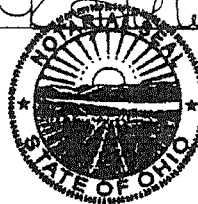
12-9-15  
Date

State of Ohio )  
County of Licking ) ss:

Before me, a notary public, in and for said county and state, personally appeared  
Brenda Phelps, a duly authorized representative of Roberts C&DD Facility Inc  
who acknowledged to me that the representative did execute the foregoing instrument  
on behalf of Roberts C&DD Facility, Inc

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official  
seal this 9th day of Dec, 2015

Alyssa K. Holbrook  
Notary Public



ALYSSA K. HOLBROOK  
Notary Public, State of Ohio  
My Commission Expires  
August 2, 2016

Prepared By:  
Jack Van Kley, Attorney for Owner

**EXHIBIT A**

**Legal Description of Fallsburg Road Landfill Property**

**KNOW ALL MEN BY THESE PRESENTS That, BRENDA K. ROBERTS and MICHAEL A. ROBERTS, her husband, of Licking County, Ohio, the Grantors, for the consideration of One Dollar (\$1.00) and other good and valuable considerations received to its full satisfaction of ROBERTS C&DD FACILITY INC., an Ohio Corporation, the Grantee, does Give, Grant, Bargain, Sell and Convey unto the said Grantee, its successors and assigns, the following described premises:**

Situated in the State of Ohio, County of Licking and Township of Mary Ann:

Parcel One: Being in the East half of Lot Number 16, Section or Quarter Township 1, Township 3, Range 11 in the United States Military District and appropriated to the support of common schools; beginning at the Northeast corner of said Lot Number 16; thence West along the North line of said Lot, 80 rods to a stone; thence South 59-1/2 rods to a stake; thence East 80 rods to the East line of said Lot; thence North along said east line 59-1/2 rods to the place of beginning, containing 29.75 acres of land.

Parcel Two: Being in the West half of Lot 17 in the Section or Quarter Township, Township and Range aforesaid; beginning at the Northwest corner of said Lot number 17; thence South along the West line of said lot, 59-1/2 rods to a stake; thence East 80 rods to a stake; thence North 49-1/2 rods to the corner of a Lot owned by M.C. Miller; thence West 8 rods to a stake; thence North 10 rods to the North line of said Lot Number 17; thence West along said North line 72 rods to the place of beginning, containing 29.25 acres of land.

SUBJECT to all legal highways, all limitations of access to public roads or highways, leases and rights of way, zoning regulations, easements of record and restrictive covenants.

**EXCEPTING THEREFROM:** Situated in the State of Ohio, County of Licking, Township of Mary Ann, and being a part of Lot 17 of the First Quarter, Township 3, Range 11 of the United States Military Lands. Being also a part of Parcel Two, as described in a deed to Brenda K. Roberts recorded in OR 397-306, all references to Official Record (OR), Deed Book (DB) and Instrument Number (Instr#) refer to the records of the Licking County Recorder's Office, Newark, Ohio. Said 5.000 acre parcel being further bounded and described as follows:

Beginning for a point of reference at a stone found in the north line of said Lot 17 marking the northeast corner of the west half of said Lot 17, said stone marking also the northeast corner of a tract of land described in a deed to Evelyn J. Soliday recorded in Instr# 199810070038202 and the northwest corner of a tract of land described in a deed to Rocky Fork Church of Christ, Inc., recorded in DB 827, Pg. 339;

Thence S 04 degrees 22'03"E with the east line of said Soliday Tract, and the west line of said Rocky Fork Church of Christ, Inc. Tract a distance of 165.00 feet to a 5/8" rebar found marking the southeast corner of said Soliday Tract, a northeasterly corner of said Brenda K. Roberts Tract, and being the True Point of Beginning for the 5.000 acre parcel herein described;

Thence S 04 degrees 22'03"E with the east line of said Brenda K. Roberts Tract, the west line of said Rocky Fork Church of Christ, Inc. Tract, crossing County Road 236 (also known as Soliday Rd.) a distance of 297.59 feet to a point in State Route 79 (also known as Fallsburg Rd.);

SEC. 316.202 COMPLIED WITH  
 J. TERRY EVANS, AUDITOR  
 BY *[Signature]* 8/11/99

Date August 30 1999  
*[Signature]*  
 Licking County Auditor

#2  
 CONDITIONAL APPROVAL FOR THIS TRANSFER  
 CORRECTION REQUIRED FOR NEXT TRANSFER  
 TIM LULLO, LICKING COUNTY ENGINEER

Exhibit A

Thence S 85 degrees 37'57"W leaving the east line of said Brenda K. Roberts Tract, crossing said County Road 235 (also known as Soliday Rd.), and with a new division line into said Brenda K. Roberts Tract, passing through a 5/8" rebar set at a distance of 90.11 feet, a total distance of 465.77 feet to a 5/8" rebar set;

Thence N 04 degrees 22'03"W continuing with said new division line into said Brenda K. Roberts Tract a distance of 106.13 feet to a 5/8" rebar set;

Thence N 13 degrees 52'52"E continuing with said new division line into said Brenda K. Roberts Tract, along an existing fenceline, a distance of 147.75 feet to a 5/8" rebar set;

Thence S 84 degrees 23'12" W continuing with said new division line into said Brenda K. Roberts Tract, along an existing fenceline, a distance of 162.75 feet to a 5/8" rebar set;

Thence N 12 degrees 28'19"W continuing with said new division line into said Brenda K. Roberts Tract, along an existing fenceline, a distance of 216.88 feet to a 5/8" rebar set in the north line of said Brenda K. Roberts Tract, the north line of said Lot 17, and in the south line of a tract of land described in a deed to Robert D. Hilton recorded in OR 206-573;

Thence N 85 degrees 10'07"E with the north line of said Brenda K. Roberts Tract, the south line of said Robert D. Hilton Tract, the north line of said lot 17, the south line of a tract of land described in a deed to Fred and Sandra Angle recorded in OR 271-520, the south line of a tract of land described in a deed to Pansey W. Pickenpauh recorded in OR 362-460, a distance of 480.81 feet to a 5/8" rebar found marking a northeasterly corner of said Brenda K. Roberts Tract and the northwest corner of said Soliday Tract;

Thence S 04 degrees 22'03" E with the line common to said Brenda K. Roberts Tract and said Soliday Tract, crossing County Road 202 (also known as Techniglas Rd.), a distance of 165.00 feet to a 5/8" rebar found;

Thence N 85 degrees 10'07"E continuing with the line common to said Brenda K. Roberts Tract and said Soliday Tract a distance of 132.00 feet to the point of beginning and containing 5.000 acres of land, more or less. Subject to all easements, leases, conditions, covenants and right of way of record.

The 5/8" rebar set as mentioned herein is a 5/8" rebar, 30" in length, with a plastic cap stamped "MORRIS&ASSOC.-PS7437. The bearings are based on an assumed meridian and are to be used to denote angles only.

This description was prepared by Morris & Associates, Inc. from record information and an actual field survey of the premises in November, 1998.

Parcel Id No. 50-168570-00

**TO HAVE AND TO HOLD** the above granted and bargained premises, with the appurtenances thereunto belonging, unto the said Grantee, its successors and assigns forever.

And the said Grantors, does for themselves, their heirs and assigns, covenant with said Grantee, its successors and assigns, that at and until the ensealing of these presents, they are well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE and have good right to bargain and sell the same in manner and form as above written, and that the same are free and clear from all

incumbrances whatsoever.

And that it will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantee, its successors and assigns, forever, against all lawful claims and demands whatsoever.

IN WITNESS WHEREOF, I have set my hand and seal this 21<sup>st</sup> day of June, 1999.

Signed and acknowledged in presence of:

Sharon K. McQueen  
Sharon K. McQueen  
Barbara J. Atherton  
Barbara J. Atherton

Brenda K. Roberts  
Brenda K. Roberts  
Michael A. Roberts  
Michael A. Roberts

STATE OF OHIO  
COUNTY OF LICKING: ss

Before me, a notary public, in and for said County, personally appeared the above named BRENDA K. ROBERTS and MICHAEL A. ROBERTS, her husband who acknowledged that they signed the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Newark, Ohio this 21<sup>st</sup> day of June, 1999.

Barbara J. Atherton  
Notary Public

THIS INSTRUMENT PREPARED BY:

MORROW, GORDON & BYRD, Ltd.  
Attorneys at Law  
33 West Main Street  
P.O. Box 4190  
Newark, Ohio 43058-4190



BARBARA J. ATHERTON  
Notary Public, State of Ohio  
My commission expires 7/29/2003