

TRANSFERRED

Auditor, Ashtabula County, Ohio

DEC 2 2013

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Roger A. Lelich, CPA

In compliance with Sec. 319.202
R.C. and Sec. (F) 319.54 R.C.
effective January 1st, 1968

ENVIRONMENTAL COVENANT

To be recorded with Deed
Records - ORC 317.08

Ashtabula County, Ohio
Barbara Schaab Recorder
File# 2013-00013849

BK 556 PG 123-133

This Environmental Covenant is entered into by de maximis, inc. (Owner), the United States Fish and Wildlife Service (FWS), the National Oceanic and Atmospheric Administration (NOAA) 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 set forth herein.

Background. The Ashtabula River, approximately 40 miles long, flows through the northeast quadrant of Ashtabula County to Lake Erie. The approximately 137 square mile watershed is located south of the city of Ashtabula, Ohio. Beginning in the 1940's, the sediments and associated floodplains became contaminated with a variety of contaminants, including volatile organic compounds (VOCs), semi-volatile organics, polycyclic aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), heavy metals and low-level radionuclides.

Fields Brook, a 3-mile tributary of the Ashtabula River, was designated a Superfund Site and placed on the National Priorities List (NPL) in 1983; the Remedial Investigation (RI) began in 1985 with a Record of Decision (ROD) issued in 1986.

Under an agreement with the United States Environmental Protection Agency pursuant to the Great Lakes Legacy Act, an agreement with the United States Army Corps of Engineers pursuant to the Water Resources Development Act, and separate agreements with the Ohio Environmental Protection Agency, the Ashtabula City Port Authority and the members of the Ashtabula River Cooperating Group II, contaminated sediment was dredged from a segment of the Ashtabula River in 2007 and 2008. A dedicated landfill was constructed for the contaminated sediment.

The Ashtabula River watershed and associated natural resources, including macroinvertebrates, fish and fish-eating birds, were substantially impacted as a result of the contamination.

Negotiations between the responsible parties and the natural resource trustees, i.e., the FWS, NOAA and Ohio EPA (Trustees), in conjunction with the United States Department of Justice and the Ohio Attorney General, resulted in a settlement filed in the United States District Court, Northern District of Ohio, Eastern Division, captioned United States v. Cabot Corporation, et al., Case No. 1:12-CV1097, 1099 dated July 12, 2012. The Administrative Record for this Site, including the Natural Resource Restoration Plan & Environmental Assessment for the Ashtabula River and Harbor Site (Restoration Plan), is maintained at FWS, Ohio Field Office, Columbus, Ohio.

Now therefore, Owner, and the FWS, NOAA 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 an approximately 33.73 acre tract of real property, located in Kingsville Township, Ashtabula County, Ohio, identified as permanent

BUCKEYE TITLE

14424

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Doc ID: 002696330011 Type: Q/I
Kind: AGREEMENT/DEED
Recorded: 12/02/2013 at 04:14:21 PM
Receipt#: 2013-00011513
Fee Amt: \$120.00 Page 1 of 11

parcel number 27-023-00-016-15, and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein (Property).

3. Owner. de maximis, inc. (Owner), located at 450 Montbrook Lane, Knoxville, TN 37919 currently owns the Property.

4. Holder. Pursuant to ORC § 5301.81, the holder of this Environmental Covenant is the Owner listed above.

5. Activity and Use Limitations. As part of the Restoration Plan approved by the Trustees pursuant to the settlement filed in the United States District Court, Northern District of Ohio, Eastern Division, captioned United States v. Cabot Corporation, et al., Case No. 1:12-CV 1097, 1099 dated July 12, 2012, Owner hereby imposes the following activity and use limitations on the Property and agrees to comply with such limitations, unless this Environmental Covenant is amended pursuant to paragraph 13 herein:

- A. The Property shall be kept in its natural state, i.e., no building, billboards or other structures of any kind, either temporary or permanent, shall be placed or erected on the Property; however, fencing and signage approved by the Trustees is permissible.
- B. There shall be no filling, excavating, or removal of top soil, sand, gravel, or rock, minerals or other materials on or at the Property, nor any building of roads or change in topography of the land in any manner, other than that caused by the forces of nature, except in accordance with this Environmental Covenant or the Restoration Plan approved by the Trustees pursuant to the settlement filed in the United States District Court, Northern District of Ohio, Eastern Division, captioned United States v. Cabot Corporation, et al., Case No. 1:12-CV 1097, 1099, dated July 12, 2012.
- C. The control, management and eradication of animal or plant species on the Property must be pursuant to a Non-Native, Noxious or Nuisance Species Control Plan approved by the FWS, Ohio Field Office. Methods must comply with applicable State and Federal requirements and manufacturer specifications and guidelines.
- D. No power or petroleum transmission lines may be constructed, nor any other interests in the Property shall be granted for this purpose. However, the Owner reserves the right to maintain and repair telephone, electric, water, wells, or other utility lines or mains on existing easements needed to provide for the needs of the Owner, successors or assigns. The area affected by the repair work shall be the minimum necessary to accomplish the task. Upon completion of all construction for such utilities, the area shall be restored to its previous state.
- E. No towers for communication or otherwise shall be constructed on the Property.
- F. No trees, ground cover or other vegetation shall be removed from the Property, except that which is necessary to: maintain foot paths and trails; restore natural habitat areas; restore wetlands; promote natural vegetation; protect life and property;

or comply with the Restoration Plan approved by the Trustees pursuant to the settlement filed in the United States District Court, Northern District of Ohio, Eastern Division, captioned United States v. Cabot Corporation, et al., Case No. 1:12-CV 1097, 1099, dated July 12, 2012.

- G. The Property shall at all times be kept free of garbage, trash, and machinery; and no other unsightly material shall be allowed to accumulate or be stored on the Property.
- H. Use of vehicles for recreation, including snow mobiles, all-terrain vehicles or other motorized vehicles, shall not be permitted on the Property.
- I. Except for wildlife management purposes approved by the Trustees, hunting and trapping on the Property are prohibited.
- J. Each and every other activity or construction that is inconsistent with the purpose of this Environmental Covenant or which may endanger, affect or impair the natural or scenic state of the Property is prohibited.
- K. The Property shall not be subdivided. The Owner, its successors or assigns shall notify the Trustees of any proposed transfer of the Property, or any portion thereof, at least ninety (90) days prior to any such proposed transfer. The Owner, its successors or assigns shall not transfer the Property, or any portion thereof, without the prior written consent of the Trustees.

6. Breach. If any event or action by or on behalf of a person who owns an interest in or holds an encumbrance on the Property, or any other person constitutes a breach of the activity and use limitations, Owner or Transferee shall notify the FWS, NOAA and Ohio EPA within thirty (30) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within sixty (60) days of becoming aware of the event or action.

7. Running with the Land. This Environmental Covenant, including the activity and use limitations set forth in paragraph 5 herein, 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 including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

8. Compliance Enforcement. In the event of a violation of this Environmental Covenant, a civil action for injunctive and/or other equitable relief may be maintained by the United States on behalf of the FWS and/or NOAA, or the Ohio Attorney General on behalf of Ohio EPA, or other parties authorized by law pursuant to ORC § 5301.91 or other applicable law. 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 enforce this Environmental Covenant. Nothing in this Environmental Covenant shall restrict the Trustees from exercising their authority under applicable law.

9. Rights of Access. Owner hereby grants to the FWS, NOAA, Ohio EPA, the Ohio Department of Natural Resources, their agents, contractors, and employees, and the County of Ashtabula the right of access to the Property for implementation or enforcement of this Environmental Covenant.

10. Compliance Reporting. Owner or any Transferee shall submit to the FWS, NOAA, Ohio EPA, and the County of Ashtabula on an annual basis, written documentation verifying compliance with this Environmental Covenant.

11. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property, or any portion thereof, 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, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE ASHTABULA COUNTY RECORDER ON _____, 20____, IN [DOCUMENT _____, or BOOK _____, PAGE _____].

Owner shall notify the FWS, NOAA and Ohio EPA within ten (10) days after each conveyance of an interest in the Property. The 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.

12. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

- A. that the Owner is the sole owner of the Property;
- B. that the Owner holds fee simple title to the Property which is subject to the following interests or encumbrances:
 - 1. Rights of upper and lower and abutting riparian owners, the United States of America, State of Ohio, (the municipality of Kingsville), and the public in general in and to the waters of Ashtabula River and the uninterrupted flow thereof: (1) free of pollution from the insured premises; (2) subject to the use for navigation, commerce and fishery in any portion of the land comprising the bed or waters of said river including land which was formerly the bed of that river and was created by fills, manmade jetties, bulkheads or artificial accretion; (3) subject to the possibility of erosion, avulsion and accretion;
 - 2. Rights of the upper and lower and abutting riparian owners and of the State of Ohio and the County of Ashtabula and the public generally in and to the waters of Ashtabula River and to the uninterrupted natural flow thereof free of pollution from the insured premises and subject to the possibility of accretion or avulsion which might change boundaries established by said Ashtabula River;

3. Right of way easement in favor of Mark Resources Corporation, recorded on May 29, 1984 in Volume 24, Page 5319. Subject to the terms and conditions thereof.

- C. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- D. that the Owner has identified all other persons that own an interest in or hold an encumbrance on the Property and notified such persons of the Owner's intention to enter into this Environmental Covenant; and,
- E. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected.

13. Amendment. This Environmental Covenant may be amended by consent of all of the following: the Owner or a Transferee; the FWS; NOAA; 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 so long as there is at least one activity and use limitation remaining.

This Environmental Covenant may be amended only by a written instrument duly executed by the Regional Director of the FWS, the Director of NOAA's Office of Response and Restoration, the Director of Ohio EPA, and the Owner or Transferee of the Property, as applicable. Effective upon the date of transfer of ownership of the Property from the Owner to a Transferee, the Owner hereby waives its right to consent to any amendment or termination of this Environmental Covenant, pursuant to ORC § 5301.90(A). Within thirty (30) days of signature by all requisite parties on any amendment of this Environmental Covenant, the Owner or Transferee shall file such instrument for recording with the Ashtabula County Recorder's Office, and shall provide a file and date-stamped copy of the recorded instrument to the FWS, NOAA and Ohio EPA.

14. 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.

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

16. Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Ashtabula County Recorder's Office.

17. 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 Ashtabula County Recorder.

18. Distribution of Environmental Covenant. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: the FWS; NOAA; Ohio EPA; and the County of Ashtabula.

19. Notice. Unless otherwise notified in writing by or on behalf of the current owner, the FWS or Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

Regional Director
U.S. Fish and Wildlife Service, Region 3
1 Federal Drive
Fort Snelling, Minnesota 55111

Ashtabula River Site Coordinator
Ohio EPA, DERR
2110 East Aurora Road
Twinsburg, Ohio 44087

NOAA Office of General Counsel
Natural Resources Section
501 West Ocean Blvd. Suite 4470
Long Beach, California 90802

Director of Operations
Cleveland Museum of Natural History
1 Wade Oval Drive
Cleveland, Ohio 44106

The undersigned representative of Owner represents and certifies that the undersigned is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

DE MAXIMIS, INC. [Owner]

Bennie L. Underwood, President

[signature] [title]

Bennie L. Underwood, President

24 SEP 13

Printed Name and Title

Date

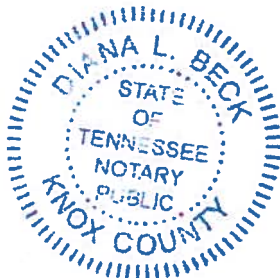
State of TN)

ss:

County of KNOX)

Before me, a notary public, in and for said county and state, personally appeared Bennie L. Underwood, a duly authorized representative of de maximis, inc., who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of de maximis, inc.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 24th day of September, 20 13.



Diana L. Beck

Notary Public

October 28, 2015

Date of My Commission Expiration

OHIO ENVIRONMENTAL PROTECTION AGENCY



Scott J. Nally, Director

9/27/13

Date

State of Ohio)
) ss:
County of Franklin)

Before me, a notary public, in and for said county and state, personally appeared Scott J. Nally, 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
this 27th day of September, 2013.



Charma Diane Casteel

Notary Public

CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES

Date of My Commission Expiration

↳ May 10, 2014

U.S. FISH & WILDLIFE SERVICE

for

Tom Melius, Regional Director, Region 3

11/6/13
Date

State of Minnesota)
)
County of Hennepin) ss:

Before me, a notary public, in and for said county and state, personally appeared ^{*Charles*} Tom Melius, ^{*by*} a duly authorized representative of the FWS, who acknowledged to me that she did execute the foregoing instrument on behalf of the FWS.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 1st day of November, 2013.




Notary Public

1/31/2016
Date of My Commission Expiration

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

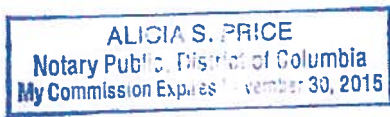

David G. Westerholm
Director, Office of Response and Restoration

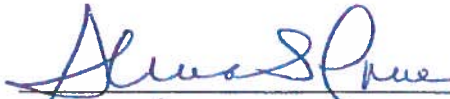
10/18/2013
Date

State of District of Columbia)
County of _____) ss:

Before me, a notary public, in and for said county and state, personally appeared David G. Westerholm, Director, Office of Response and Restoration, a duly authorized representative of NOAA, who acknowledged to me that he did execute the foregoing instrument on behalf of NOAA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 18th day of October, 2013.




Notary Public

11-30-2015
Date of My Commission Expiration



This instrument prepared by:
Christopher L. Gibbon
Walter | Haverfield LLP
The Tower at Erieview
1301 E. Ninth St., 3500
Cleveland, OH 44114

BUCKEYE TITLE
PICK UP
,



PART OF LANDS OF ROBERT & LALLITA BUSH, AS RECORDED IN MICROFICHE 5-1428:

SITUATED IN LOT 40, KINGSVILLE TOWNSHIP, R2, T13, CONNECTICUT WESTERN RESERVE, ASHTABULA COUNTY, OHIO:

BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF CREAMER ROAD, TR 435, 40 FEET WIDE, AND ARBOR DRIVE, 60 FEET WIDE, AND THENCE SOUTH 01 DEGREES 21 MINUTES 29 SECONDS EAST ALONG THE CENTERLINE OF ARBOR DRIVE, 1084.30 FEET AND THENCE SOUTHERLY ALONG THE CENTERLINE OF ARBOR DRIVE AND ALONG A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 375.83 FEET, A TANGENT OF 100.00 FEET, A DEFLECTION OF 29 DEGREES 48 MINUTES 00 SECONDS, A CHORD OF 193.28 FEET, A CHORD BEARING OF SOUTH 13 DEGREES 32 MINUTES 31 SECONDS WEST, AN ARC DISTANCE OF 195.47 FEET AND THENCE SOUTH 28 DEGREES 26 MINUTES 31 SECONDS WEST ALONG THE CENTERLINE OF ARBOR DRIVE, 237.40 FEET TO A POINT OF CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 1230.00 FEET, A DEFLECTION OF 09 DEGREES 18 MINUTES 00 SECONDS, A TANGENT OF 100.04 FEET, A CHORD OF 199.43 FEET, A CHORD BEARING OF SOUTH 33 DEGREES 05 MINUTES 31 SECONDS WEST, AN ARC DISTANCE OF 199.65 FEET TO A POINT AND THENCE SOUTH 37 DEGREES 44 MINUTES 31 SECONDS WEST ALONG THE CENTERLINE OF ARBOR, 337.75 FEET TO THE SOUTHERN TERMINUS OF ARBOR DRIVE AND THENCE SOUTH 52

DEGREES 15 MINUTES 29 SECONDS EAST ALONG THE SOUTH LINE OF ARBOR DRIVE, 30.00 FEET TO A 5/8" CAPPED IRON PIN SET IN THE WEST LINE OF JOE L. & JOANN LOCKE (63-1061) AND THENCE SOUTH 41 DEGREES 11 MINUTES 28 SECONDS WEST ALONG THE WEST LINE OF LOCKE, 113.26 FEET TO A 3/4" IRON PIPE FOUND IN THE WEST LINE OF LOT 31 AND THENCE SOUTH 01 DEGREES 32 MINUTES 31 SECONDS EAST ALONG THE WEST LINE OF LOT 31, 1050.83 FEET TO A 3/4" IRON PIPE FOUND AND THENCE SOUTH 01 DEGREES 02 MINUTES 10 SECONDS EAST ALONG THE WEST LINE OF LOT 31, 244.25 FEET TO A 5/8" CAPPED IRON PIN SET AT THE PLACE OF BEGINNING:

COURSE 1: THENCE SOUTH 01 DEGREES 02 MINUTES 10 SECONDS EAST ALONG THE WEST LINE OF LOT 31, 800.28 FEET TO A 3/4" IRON PIPE FOUND AT THE SOUTHEAST CORNER OF LOT 40 AND IN THE NORTH LINE OF SHEFFIELD TOWNSHIP;

COURSE 2: THENCE SOUTH 89 DEGREES 43 MINUTES 49 SECONDS WEST ALONG THE SOUTH LINE OF LOT 40 AND THE NORTH LINE OF SHEFFIELD TOWNSHIP, 238.09 FEET TO A 3/4" IRON PIPE FOUND AND THENCE ON THE SAME COURSE AND ALONG THE SOUTH LINE OF LOT 40 AND THE NORTH LINE OF SHEFFIELD TOWNSHIP, 747.99 FEET TO THE EAST LINE OF LANDS OF THE CLEVELAND MUSEUM OF NATURAL HISTORY (151-520), SAID POINT ALSO BEING IN THE CENTER OF THE ASHTABULA RIVER;

THENCE NORTHERLY ALONG THE EAST LINE OF SAID MUSEUM LANDS AND ALONG THE CENTER OF ASHTABULA RIVER ON THE FOLLOWING COURSES:

COURSE 3: NORTH 67 DEGREES 02 MINUTES 52 SECONDS EAST, 269.22 FEET;

COURSE 4: NORTH 34 DEGREES 33 MINUTES 42 SECONDS EAST, 263.90 FEET;

COURSE 5: THENCE NORTH 13 DEGREES 18 MINUTES 59 SECONDS EAST, 521.63 FEET;

COURSE 6: THENCE NORTH 16 DEGREES 48 MINUTES 33 SECONDS WEST, 190.89 FEET;

COURSE 7: THENCE NORTH 40 DEGREES 56 MINUTES 16 SECONDS WEST, 278.22 FEET;

COURSE 8: THENCE NORTH 57 DEGREES 30 MINUTES 07 SECONDS WEST, 369.39 FEET;

COURSE 9: THENCE NORTH 39 DEGREES 11 MINUTES 46 SECONDS WEST, 394.06 FEET TO THE SOUTHEAST CORNER OF JEAN R. GLOTZBECKER (17-5190);

COURSE 10: THENCE NORTH 11 DEGREES 47 MINUTES 49 SECONDS WEST ALONG THE CENTER OF THE ASHTABULA RIVER AND ALONG THE EAST LINE OF GLOTZBECKER AND THE EAST LINE OF EUGENE B. & LA VERN A. WOJCIECHOWSKI (14-6424), 548.26 FEET TO A POINT;

COURSE 11: THENCE NORTH 47 DEGREES 13 MINUTES 49 SECONDS EAST ALONG THE EAST LINE OF WOJCIECHOWSKI AND THE EAST LINE OF JANINE M. HARRYMAN (346-2388) AND ALONG THE CENTER OF THE ASHTABULA RIVER, 233.41 FEET TO THE SOUTHWEST CORNER OF ROBERT G. & MARIAN J. HAMILTON (891-78);

EXHIBIT A

COURSE 12: THENCE NORTH 81 DEGREES 17 MINUTES 44 SECONDS EAST ALONG THE SOUTH LINE OF HAMILTON, 796.32 FEET;

COURSE 13: THENCE SOUTH 25 DEGREES 42 MINUTES 16 SECONDS EAST ALONG THE LINE OF HAMILTON (Passing through 5/8" capped iron pin set at the top of the bank of the Ashtabula River at 90.00 feet) A TOTAL DISTANCE OF 260.00 FEET TO A 5/8" IRON PIN FOUND;

COURSE 14: THENCE SOUTH 73 DEGREES 12 MINUTES 16 SECONDS EAST ALONG THE SOUTH LINE OF HAMILTON, 123.14 FEET TO A 5/8" IRON PIN FOUND;

COURSE 15: THENCE SOUTH 27 DEGREES 36 MINUTES 48 SECONDS EAST, 165.09 FEET TO A 5/8" CAPPED IRON PIN SET;

COURSE 16: THENCE SOUTH 56 DEGREES 37 MINUTES 45 SECONDS WEST, 884.82 FEET TO A 5/8" CAPPED IRON PIN SET;

COURSE 17: THENCE SOUTH 12 DEGREES 50 MINUTES 48 SECONDS EAST, 164.88 FEET TO A 5/8" CAPPED IRON PIN SET;

COURSE 18: THENCE SOUTH 55 DEGREES 40 MINUTES 11 SECONDS EAST, 183.51 FEET TO A 5/8" CAPPED IRON PIN SET ON THE TOP OF THE BANK OF THE ASHTABULA RIVER;

COURSE 19: THENCE SOUTH 48 DEGREES 57 MINUTES 19 SECONDS EAST, 434.77 FEET TO A 5/8" CAPPED IRON PIN SET ON THE TOP OF THE BANK OF THE ASHTABULA RIVER;

COURSE 20: THENCE SOUTH 30 DEGREES 55 MINUTES 17 SECONDS EAST, 369.64 FEET TO A 5/8" CAPPED IRON PIN SET;

COURSE 21: THENCE NORTH 76 DEGREES 15 MINUTES 22 SECONDS EAST, 135.10 FEET TO THE PLACE OF BEGINNING AND CONTAINING 33.730 ACRES.

BEARINGS ARE TO AN ASSUMED MERIDIAN AND INDICATE ANGLES ONLY
AS PER SURVEY BY JERRY SLAY, OHIO SURVEYOR NUMBER 5298 DATED MARCH 13, 2009

INTENT IS TO SPLIT 33.730 ACRES FROM THE WEST PORTION OF PPN 27-023-00-016-06

THE CAPPED IRON PINS SET MARKED "SLAY 5298" ARE 5/8" X 30"

