

March 14, 2016

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

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

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

Ashtabula County Commissioners  
25 W. Jefferson  
Jefferson, Ohio 44047

Ashtabula County Engineer  
186 E Satin Street  
Jefferson, Ohio 44047

Re: ***Recorded Environmental Covenant among 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) recorded February 19, 2016***

Dear Sir/Madam:

Enclosed please find the file - and date-stamped copy of the following recorded Environmental Covenant pursuant to paragraph 18 thereof:

Environmental Covenant recorded in Book 606 Pages 1588-1607 of Ashtabula County Records on February 19, 2016 on an approximately 141.437 acre tract of real property in Plymouth Township, Ashtabula County, Ohio, identified as permanent parcel number 42-004-00-003-02 (formerly part of permanent parcel nos. 42-004-00-003-00 and 42-004-00-004-00 and more particularly described in Exhibit A attached thereto.

If you have any questions concerning the foregoing please do not hesitate to contact me.

Sincerely,



Christopher L. Gibbon  
Attorney for de maximis, inc.

March 14, 2016

Page 2 of 2

Enc.

cc: Mark Navarre (via e-mail w/ enc.)  
Ralph E. Cascarilla (via e-mail w/ enc.)  
Joe Heimbuch (via e-mail w/ enc.)  
Regan Williams (via e-mail w/ enc.)  
Kelly Bakayza (via e-mail w/ enc.)  
Christopher Plaisted (via e-mail w/ enc.)

FEB 19 2016

In compliance with Sec. 319.202  
R.C. and Sec. (F) 319.54 R.C.  
effective January 1<sup>st</sup>, 1998

Doc ID: 005931710020 Type: G/I  
Kind: AGREEMENT/DEED  
Recorded: 02/19/2016 at 04:23:30 PM  
Receipt#: 2016-00001367

To be recorded with Deed  
Records - ORC 317.08

ENVIRONMENTAL COVENANT

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 Ohio EPA's Northeast District Office, 2110 East Aurora Road, Twinsburg, 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 141.437 acre tract of real property, located in Plymouth Township, Ashtabula County, Ohio, identified as permanent parcel number 42-004-00-003-02 (formerly parts of permanent parcel numbers 42-004-00-003-

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July 8, 2015  
12/23/15  
Shirley D. Baxby

00 and 42-004-00-004-00) 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:

- 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, unless otherwise expressly provided hereunder; 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 the 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. Hunting and trapping on the Property are prohibited without prior written consent of the FWS and Ohio EPA.
- 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 \_\_\_\_\_, 2016, 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;
- 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

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

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

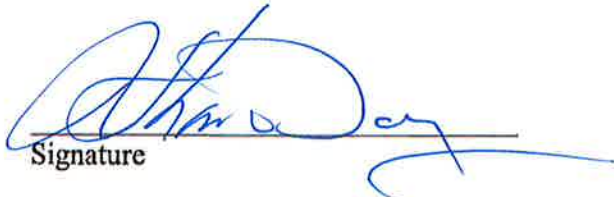
Chairman  
Ashtabula Township Park Commission  
1700 East 1<sup>st</sup> Street  
Ashtabula, Ohio 44004



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]

  
Signature

R. Thomas Dorsey, CFO  
Printed Name and Title

12/18/15  
Date


State of Tennessee )  
County of KNOX )

ss:

Before me, a notary public, in and for said county and state, personally appeared R. Thomas Dorsey, a duly authorized representative of de maximis, inc., who acknowledged to me that the undersigned 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 18th day of December, 2015



  
Notary Public

\_\_\_\_\_  
Date of My Commission Expiration

OHIO ENVIRONMENTAL PROTECTION AGENCY

  
Craig W. Butler, Director

1/12/16  
Date

State of Ohio                     )  
  )  
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 this 12<sup>th</sup> day of JANUARY, 2016.



  
Notary Public

CHARMA DIANE CASTEEL  
NOTARY PUBLIC  
STATE OF OHIO  
MY COMMISSION EXPIRES

May 10, 2019     May 10, 2019  
Date of My Commission Expiration

CHICAGO TITLE  
PICK UP

,

MK

U.S. FISH & WILDLIFE SERVICE

*For*  
Thomas O. Melius  
Thomas O. Melius, Regional Director, Region 3

1/5/16  
Date

Charles M. Wooley  
Acting Regional Director

State of Minnesota )

ss:

County of Hennepin )

Before me, a notary public, in and for said county and state, personally appeared Thomas O. Melius, a duly authorized representative of the FWS, who acknowledged to me that he did execute the foregoing instrument on behalf of the FWS.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 5<sup>th</sup> day of January, 2016.



Conni J. Conner  
Notary Public

January 31, 2020  
Date of My Commission Expiration

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

David G. Westerholm  
David G. Westerholm  
Director, Office of Response and Restoration

JAN 5, 2016  
Date

maryland weh  
State of ~~California~~ )  
County of ~~Los Angeles~~ ) ss:  
Prince Georges weh



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

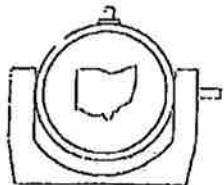
IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 05 day of JAN, 2016.

Wanda E. Holtz  
Notary Public

WANDA E. HOLTZ  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires November 8, 2019

\_\_\_\_\_  
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  
{01821512 - 1} i



335 CENTER STREET  
BOX 1252  
ASHTABULA, OHIO  
44004

JERRY SLAY, P.E., P.S.  
REGISTERED LAND SURVEYOR  
REGISTERED PROFESSIONAL ENGINEER

TELEPHONE (440) 993-7205  
FAX (440) 992-9801  
E-Mail: [surveyor5298@yahoo.com](mailto:surveyor5298@yahoo.com)  
[www.slaysurveying.com](http://www.slaysurveying.com)

MARCH 5, 2014

PART OF LANDS OF RICK RICHARDSON, AS RECORDED IN MICROFICHE  
86-8849; AND PART OF LANDS OF RICHARD D. RICHARDSON, AS  
RECORDED IN MICROFICHE 524-926;

SITUATED IN LOTS 9 & 10, PLYMOUTH TOWNSHIP, R3, T12,  
CONNECTICUT WESTERN RESERVE, ASHTABULA COUNTY, OHIO:

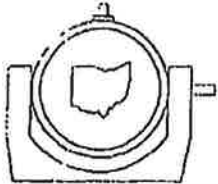
BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF BATTLES  
ROAD (TR 329, SECTION D, 60 FEET WIDE) & GREEN HILL ROAD (TR 20, 60  
FEET WIDE) AND THENCE SOUTH 66 DEGREES 26 MINUTES 34 SECONDS  
EAST, ALONG THE CENTERLINE OF GREEN HILL ROAD, 372.66 FEET TO  
A 3/4" IRON PIPE FOUND AND THENCE SOUTH 17 DEGREES 52 MINUTES  
23 SECONDS WEST ALONG THE CENTERLINE OF GREEN HILL ROAD,  
363.11 FEET TO A 3/4" IRON PIN FOUND AND THENCE SOUTH 64  
DEGREES 27 MINUTES 46 SECONDS EAST ALONG THE CENTERLINE OF  
GREEN HILL ROAD, 139.23 FEET TO THE PLACE OF BEGINNING:

COURSE 1: THENCE SOUTH 64 DEGREES 27 MINUTES 46 SECONDS EAST  
ALONG THE CENTERLINE OF GREEN HILL ROAD, 144.99 FEET TO A  
POINT IN THE CENTER OF ASHTABULA RIVER AND A POINT AT A  
CORNER IN LANDS OF DAVID ERICKSON & TIMOTHY V. ERICKSON (414-  
2682)

AND THENCE ON THE FOLLOWING COURSES ALONG THE CENTER OF  
SAID RIVER AND THE EASTERLY AND SOUTHERLY LINE OF ERICKSON:

COURSE 2: THENCE NORTH 07 DEGREES 32 MINUTES 42 SECONDS EAST,





335 CENTER STREET  
BOX 1252  
ASHTABULA, OHIO  
44004

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REGISTERED LAND SURVEYOR  
REGISTERED PROFESSIONAL ENGINEER

TELEPHONE (440) 993-7205  
FAX (440) 992-9801  
E-Mail: [surveyor5298@yahoo.com](mailto:surveyor5298@yahoo.com)  
[www.slaysurveying.com](http://www.slaysurveying.com)

120.18 FEET;

COURSE 3: THENCE NORTH 12 DEGREES 24 MINUTES 27 SECONDS EAST,  
138.09 FEET;

COURSE 4: THENCE NORTH 34 DEGREES 54 MINUTES 52 SECONDS EAST,  
163.37 FEET;

COURSE 5: THENCE NORTH 63 DEGREES 34 MINUTES 20 SECONDS EAST,  
167.67 FEET;

COURSE 6: THENCE NORTH 62 DEGREES 53 MINUTES 46 SECONDS EAST,  
128.27 FEET;

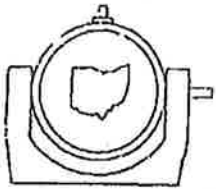
COURSE 7: THENCE NORTH 66 DEGREES 55 MINUTES 47 SECONDS EAST,  
158.31 FEET;

COURSE 8: THENCE NORTH 80 DEGREES 41 MINUTES 53 SECONDS EAST,  
211.37 FEET;

COURSE 9: THENCE NORTH 86 DEGREES 26 MINUTES 35 SECONDS EAST,  
276.94 FEET;

COURSE 10: THENCE NORTH 05 DEGREES 27 MINUTES 23 SECONDS WEST  
ALONG THE EAST LINE OF ERICKSON, 103.05 FEET TO A 1/4" IRON PIN  
FOUND AT THE SOUTHWEST CORNER OF PHYLLIS M. COUTTS (29-6972);

COURSE 11: THENCE NORTH 82 DEGREES 30 MINUTES 08 SECONDS EAST



335 CENTER STREET  
BOX 1252  
ASHTABULA, OHIO  
44004

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REGISTERED PROFESSIONAL ENGINEER

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E-Mail: [surveyor5298@yahoo.com](mailto:surveyor5298@yahoo.com)

[www.slaysurveying.com](http://www.slaysurveying.com)

ALONG THE SOUTH LINE OF COUTTS, 179.29 FEET TO A 5/8" IRON PIN SET AT THE NORTHWEST CORNER OF TIMOTHY M. HAWKE (409-712);

COURSE 12: THENCE SOUTH 03 DEGREES 57 MINUTES 29 SECONDS EAST ALONG THE WEST LINE OF HAWKE AND CROSSING THE ASHTABULA RIVER, 172.10 FEET TO A 5/8" CAPPED IRON PIN SET AND THENCE ON THE SAME COURSE AND ALONG THE WEST LINE OF HAWKE, 873.65 FEET TO A 5/8" CAPPED IRON PIN SET IN THE NORTH LINE OF GREEN HILL ROAD AND THENCE ON THE SAME COURSE, 30.93 FEET TO THE CENTERLINE OF SAID ROAD;

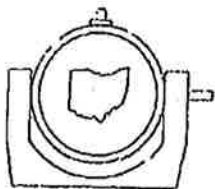
COURSE 13: THENCE SOUTH 79 DEGREES 51 MINUTES 29 SECONDS EAST ALONG THE CENTERLINE OF GREEN HILL ROAD, 81.75 FEET TO A POINT;

COURSE 14: THENCE SOUTH 03 DEGREES 55 MINUTES 59 SECONDS EAST (PASSING THROUGH A 5/8" CAPPED IRON PIN SET IN THE SOUTH LINE OF GREEN HILL ROAD AT 30.93 FEET) AND THENCE ON THE SAME COURSE, 249.72 FEET TO A 5/8" CAPPED IRON PIN SET;

COURSE 15: THENCE NORTH 76 DEGREES 24 MINUTES 10 SECONDS EAST, 68.64 FEET TO A 5/8" CAPPED IRON PIN SET;

COURSE 16: THENCE SOUTH 03 DEGREES 55 MINUTES 59 SECONDS EAST, 382.91 FEET TO AN INACCESSIBLE POINT;

COURSE 17: THENCE NORTH 56 DEGREES 49 MINUTES 01 SECONDS EAST AND CROSSING THE ASHTABULA RIVER, 524.30 FEET TO AN INACCESSIBLE POINT;



335 CENTER STREET  
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ASHTABULA, OHIO  
44004

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REGISTERED LAND SURVEYOR  
REGISTERED PROFESSIONAL ENGINEER

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FAX (440) 992-9801  
E-Mail: [surveyor5298@yahoo.com](mailto:surveyor5298@yahoo.com)  
[www.slaysurveying.com](http://www.slaysurveying.com)

**COURSE 18: THENCE NORTH 03 DEGREES 37 MINUTES 56 SECONDS  
EAST, 136.49 FEET TO THE CENTER OF ASHTABULA RIVER;**

**COURSE 19: THENCE NORTH 85 DEGREES 35 MINUTES 31 SECONDS EAST  
ALONG THE CENTER OF THE RIVER, 248.00 FEET TO A POINT;**

**COURSE 20: THENCE SOUTH 86 DEGREES 20 MINUTES 39 SECONDS EAST  
ALONG THE CENTER OF THE RIVER, 330.50 FEET TO A POINT;**

**COURSE 21: THENCE SOUTH 62 DEGREES 32 MINUTES 19 SECONDS EAST  
ALONG THE CENTER OF THE RIVER, 78.00 FEET TO A POINT;**

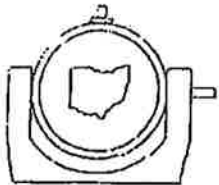
**COURSE 22: THENCE NORTH 06 DEGREES 17 MINUTES 36 SECONDS  
WEST, 90.00 FEET TO A 5/8" CAPPED IRON PIN SET IN THE SOUTH LINE  
OF GREEN HILL ROAD AND THENCE ON THE SAME COURSE, 30.00 FEET  
TO THE CENTERLINE OF GREEN HILL ROAD;**

**COURSE 23: THENCE SOUTH 83 DEGREES 43 MINUTES 31 SECONDS  
WEST ALONG THE CENTERLINE OF GREEN HILL ROAD, 84.13 FEET TO A  
5/8" IRON PIN FOUND;**

**COURSE 24: THENCE NORTH 82 DEGREES 52 MINUTES 29 SECONDS  
WEST ALONG THE CENTERLINE, 318.53 FEET TO A POINT;**

**COURSE 25: THENCE NORTH 29 DEGREES 02 MINUTES 49 SECONDS  
WEST, 37.16 FEET TO A 5/8" CAPPED IRON PIN SET IN THE NORTH LINE  
OF GREEN HILL ROAD;**





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44004

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**COURSE 26: THENCE NORTH 65 DEGREES 26 MINUTES 42 SECONDS WEST, 374.98 FEET TO A 5/8" CAPPED IRON PIN SET;**

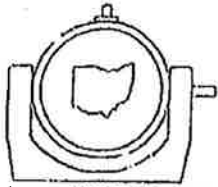
**COURSE 27: THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 47.75 FEET TO A 5/8" CAPPED IRON PIN SET IN THE EAST LINE OF TIMOTHY M. HAWKE (409-712);**

**COURSE 28: THENCE NORTH 03 DEGREES 57 MINUTES 29 SECONDS WEST ALONG THE EAST LINE OF HAWKE, 796.22 FEET TO A 5/8" CAPPED IRON PIN SET AND THENCE ON THE SAME COURSE AND CROSSING THE ASHTABULA RIVER, 192.91 FEET TO A 5/8" CAPPED IRON PIN SET AT THE SOUTHWEST CORNER OF GEORGE S. & BARBARA E. BURGARD (187-2243);**

**COURSE 29: THENCE SOUTH 57 DEGREES 27 MINUTES 52 SECOND EAST ALONG THE SOUTH LINE OF BURGARD, 227.93 FEET TO A 3/4" IRON PIN FOUND;**

**COURSE 30: THENCE SOUTH 46 DEGREES 19 MINUTES 52 SECONDS EAST ALONG THE SOUTH LINE OF BURGARD, 299.64 FEET TO A 1/2" IRON PIN FOUND THE SOUTHWEST CORNER OF JARROD T. & KIMBERLY S. BURGARD (187-2239);**

**COURSE 31: THENCE SOUTH 39 DEGREES 01 MINUTES 55 SECONDS EAST ALONG THE SOUTH LINE OF BURGARD, 350.00 FEET TO A 1/2" IRON PIN**



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**FOUND;**

**COURSE 32: THENCE SOUTH 81 DEGREES 01 MINUTES 45 SECONDS EAST  
ALONG THE SOUTH LINE OF BURGARD, 193.26 FEET TO A 3/4" IRON PIPE  
FOUND AT THE SOUTHWEST CORNER OF BILL WHITE & FAITH  
MIRANDO (13-5083);**

**COURSE 33: THENCE SOUTH 80 DEGREES 59 MINUTES 23 SECONDS EAST  
ALONG THE SOUTH LINE OF WHITE & MIRANDO, 96.78 FEET TO A 1/2"  
SQUARE BAR FOUND;**

**THENCE NORTHERLY ALONG THE EASTERLY LINE OF WHITE &  
MIRANDO ON THE FOLLOWING COURSES TO A 5/8" CAPPED IRON PIN  
SET;**

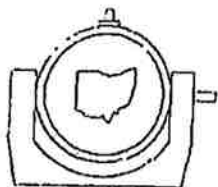
**COURSE 34: THENCE NORTH 59 DEGREES 49 MINUTES 16 SECONDS  
EAST, 231.77 FEET;**

**COURSE 35: THENCE NORTH 36 DEGREES 33 MINUTES 05 SECONDS  
EAST, 284.10 FEET;**

**COURSE 36: THENCE NORTH 64 DEGREES 09 MINUTES 05 SECONDS  
EAST, 88.91 FEET;**

**COURSE 37: THENCE NORTH 41 DEGREES 28 MINUTES 05 SECONDS  
EAST, 100.25 FEET;**

**COURSE 38: THENCE NORTH 41 DEGREES 28 MINUTES 05 SECONDS  
EAST,**



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44.10 FEET TO THE CENTERLINE OF PLYMOUTH RIDGE ROAD (CR 20  
SECTION D, 60 FEET WIDE);

COURSE 39: THENCE SOUTH 67 DEGREES 23 MINUTES 55 SECONDS EAST  
ALONG THE CENTERLINE, 99.52 FEET TO THE CENTER OF ASHTABULA  
RIVER AT THE NORTHWEST CORNER  
OF MELINDA S. KAPALIN (190-1640);

THENCE SOUTHERLY ALONG THE CENTER OF ASHTABULA RIVER AND  
ALONG THE WEST LINE OF KAPALIN ON THE FOLLOWING COURSES:

COURSE 40: THENCE SOUTH 23 DEGREES 11 MINUTES 46 SECONDS  
WEST, 75.18 FEET;

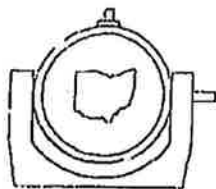
COURSE 41: THENCE SOUTH 23 DEGREES 11 MINUTES 46 SECONDS  
WEST, 53.68 FEET;

COURSE 42: THENCE SOUTH 18 DEGREES 39 MINUTES 44 SECONDS  
WEST, 83.63 FEET;

COURSE 43: THENCE SOUTH 11 DEGREES 07 MINUTES 49 SECONDS  
WEST, 133.86 FEET;

COURSE 44: THENCE SOUTH 01 DEGREES 23 MINUTES 53 SECONDS  
WEST, 84.81 FEET;

COURSE 45: THENCE SOUTH 03 DEGREES 28 MINUTES 15 SECONDS  
WEST, 91.30 FEET;



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COURSE 46: THENCE SOUTH 02 DEGREES 55 MINUTES 42 SECONDS  
WEST, 93.88 FEET;

COURSE 47: THENCE SOUTH 29 DEGREES 51 MINUTES 36 SECONDS  
WEST, 96.01 FEET;

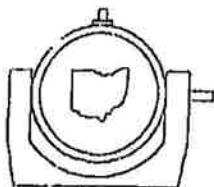
COURSE 48: THENCE SOUTH 46 DEGREES 10 MINUTES 37 SECONDS  
WEST, 72.23 FEET;

COURSE 49: THENCE SOUTH 54 DEGREES 23 MINUTES 35 SECONDS  
WEST, 129.38 FEET;

COURSE 50: THENCE LEAVING THE ASHTABULA RIVER AND  
CONTINUING ALONG THE WEST LINE OF KAPALIN, SOUTH 03 DEGREES  
13 MINUTES 03 SECONDS EAST, 99.93 FEET TO A 1/2" IRON PIPE FOUND;

COURSE 51: THENCE SOUTH 17 DEGREES 43 MINUTES 03 SECONDS EAST  
ALONG THE WEST LINE OF KAPALIN, 213.76 FEET TO A 5/8" CAPPED  
IRON PIN SET IN THE NORTH LINE OF GREEN HILL ROAD AND THENCE  
ON THE SAME COURSE, 57.36 FEET TO AN ANGLE POINT IN THE  
CENTERLINE OF GREEN HILL ROAD;

COURSE 52: THENCE NORTH 78 DEGREES 52 MINUTES 21 SECONDS EAST  
ALONG THE CENTERLINE, 116.99 FEET TO A POINT AT THE NORTHWEST  
CORNER OF DONALD J. & BERNADETTE T. LARSON (52-3596);



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**COURSE 53: THENCE SOUTH 11 DEGREES 07 MINUTES 36 SECONDS EAST ALONG THE WEST LINE OF LARSON (PASSING THROUGH A 5/8" CAPPED IRON PIN SET IN THE SOUTH LINE OF GREEN HILL ROAD AT 30.00 FEET AND THENCE ON THE SAME COURSE AND ALONG THE WEST LINE OF LARSON, 630.00 FEET TO A 5/8" CAPPED IRON PIN SET AND THENCE ON THE SAME COURSE ALONG THE WEST LINE OF LARSON, 411.60 FEET TO AN INACCESSIBLE POINT ON A STEEP SLOPE;**

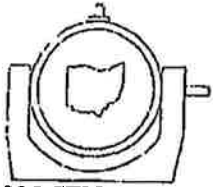
**COURSE 54: THENCE SOUTH 89 DEGREES 28 MINUTES 52 SECONDS WEST ALONG A NORTH LINE OF LARSON, 675.44 FEET TO A POINT IN THE CENTER OF THE ASHTABULA RIVER;**

**COURSE 55: THENCE SOUTH 89 DEGREES 35 MINUTES 15 SECONDS WEST ALONG THE NORTH LINE OF VINCENT W. & JEANETTE BALS (371-2318), 100.00 FEET TO A 5/8" CAPPED "SLAY 5298" IRON PIN FOUND;**

**COURSE 56: THENCE CONTINUING ALONG THE NORTH LINE OF BALS, SOUTH 89 DEGREES 35 MINUTES 15 SECONDS WEST, 1979.66 FEET TO A 5/8" CAPPED "SLAY 5298" IRON PIN FOUND;**

**COURSE 57: THENCE SOUTH 89 DEGREES 35 MINUTES 54 SECONDS WEST ALONG THE NORTH LINE OF BALS, 690.23 FEET TO A 5/8" CAPPED IRON PIN SET AT THE SOUTHEAST CORNER OF LANDS OF THE BOARD OF COMMISSIONERS OF ASHTABULA COUNTY METROPARKS (342-12);**

**COURSE 58: THENCE NORTH 01 DEGREES 46 MINUTES 35 SECONDS EAST ALONG THE EAST LINE OF SAID METROPARKS, 454.38 FEET TO A 5/8"**



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CAPPED "SLAY 5298" IRON PIN FOUND AT THE SOUTHEAST CORNER OF  
TIMOTHY J. DEMARCO (115-4796);

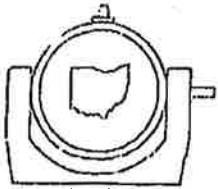
COURSE 59: THENCE NORTH 01 DEGREES 52 MINUTES 12 SECONDS EAST  
ALONG THE EAST LINE OF DEMARCO, 148.23 FEET TO A 5/8" CAPPED  
"SLAY 5298" IRON PIN FOUND;

COURSE 60: THENCE NORTH 10 DEGREES 15 MINUTES 57 SECONDS  
WEST ALONG THE EAST LINE OF DEMARCO, 605.54 FEET TO A 5/8"  
CAPPED "SLAY 5298" IRON PIN FOUND;

COURSE 61: THENCE NORTH 01 DEGREES 43 MINUTES 16 SECONDS EAST  
ALONG THE EAST LINE OF DEMARCO, 41.05 FEET TO A 5/8" CAPPED  
"SLAY 5298" IRON PIN FOUND AT THE SOUTHEAST CORNER OF CARL A.  
& TRACY J. WEST (110-8013);

COURSE 62: THENCE NORTH 01 DEGREES 47 MINUTES 55 SECONDS EAST  
ALONG THE EAST LINE OF WEST, 261.26 FEET TO A 5/8" CAPPED "SLAY  
5298" IRON PIN FOUND;

COURSE 63: THENCE NORTH 17 DEGREES 56 MINUTES 09 SECONDS  
EAST ALONG THE EAST LINE OF WEST, 221.63 FEET TO A 5/8" CAPPED  
"SLAY 5298" IRON PIN FOUND IN THE SOUTH LINE OF GREEN HILL  
ROAD AND THENCE ON THE SAME COURSE, 30.27 FEET TO THE PLACE  
OF BEGINNING AND CONTAINING 141.437 ACRES.



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BEARINGS ARE TO AN ASSUMED MERIDIAN AND INDICATE ANGLES  
ONLY

AS PER SURVEY BY JERRY SLAY, OHIO SURVEYOR NUMBER 5298 DATED  
FEBRUARY 10, 2014

INTENT IS TO COMBINE PART OF PPN'S 42-004-00-003-00 (88.568 ACRES) &  
42-004-00-004-00 (52.869 ACRES)

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

ASHTABULA CO. ENGINEER

APPROVED  
3-11-15 MRS  
SURVEY DEPT.

*Jerry Slay*  
3-10-15

ASHTABULA COUNTY  
DESCRIPTION  
APPROVED FOR  
CONVEYANCE  
DATE: 2-16-16  
BY: Tm  
AUDITOR

ASHTABULA COUNTY  
DESCRIPTION  
APPROVED FOR  
CONVEYANCE  
DATE: 4-28-15  
BY: DAI  
AUDITOR