

Dykema Gossett PLLC 10 South Wacker Drive Suite 2300 Chicago, Illinois 60606 WWW.DYKEMA.COM

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Jerome I. Maynard Direct Dial: (312) 627-2185 Email: JMAYNARD@DYKEMA.COM

June 10, 2008

1



Diana L. Embil Assistant Regional Counsel U.S. EPA - Region 5 77 West Jackson Boulevard Mail Code: C-14J Chicago IL 60604

Re: Tremont City Barrel Fill Site, Clark County, OH

Dear Diana:

Enclosed please find copies of deeds and restrictive environmental covenants ("RECs") affecting the properties that have been designated as the Tremont City Landfill and Tremont City Barrel Fill ("BFOU") Superfund Sites. Also enclosed are copies of RECs imposed on adjoining Clarkco Land Co. ("Clarkco") properties.

Tom Danis as president of Danis Properties Co., Inc. agreed to implement two property transactions on property controlled by his companies as follows.

1). Transfer the areas surrounding the BFOU site from Clarkco to Tremont Landfill Company ("TLC"). Because TLC has no remaining officers, the court appointed a receiver solely to implement the property transfers and RECs on behalf of TLC. The transferred properties are the areas designated by our consultant Haley & Aldrich as areas likely to be required for long term monitoring of any BFOU remedial actions in which waste remains in place. Thus, all properties needed to implement remedial actions at the BFOU, including long term monitoring and groundwater control, are now under common ownership of TLC.

2) Impose RECs on three properties: a) RECs imposed by a receiver for TLC on all TLC properties which prohibit residential development, groundwater use or development of wells other than for remedial purposes; b) RECs for Clarkco properties in Clark county which prohibit residential development, groundwater use and development of wells for other than monitoring purposes; and 3) RECs for Clarkco properties located in Champaign County which prohibit

Dykema

June 10, 2008 Page 2

residential development, groundwater use and development of wells other than for remedial purposes.

All RECs run with the land, grant access to RESA and governmental agencies for environmental monitoring and remedial activities, if needed, give the agencies enforcement rights regarding the RECs and require the property owners to give notice to the agencies of any property transfers that may take place in the future.

With the transfer of adjoining properties to TLC and imposition of the RECs on all TLC and Clarkco properties, the agencies and the communities can be assured that no property uses inconsistent with the landfills and State of Ohio regulations regarding uses of landfill properties will take place. RESA requests that the enclosed materials be placed into the administrative record. U.S. EPA needs to take into consideration the effects of the RECs in its review of potential risks associated with the sites and the appropriate remedial actions required to address those risks, if any.

Please do not hesitate to contact me if you have any questions regarding this matter or the enclosed materials.

Best regards,

DYKEMA GOSSETT PLLC

Jene 1. Mayhand

/Jerome I. Maynard

Encs.

cc: R. Murawski, U.S. EPA K. Kaletsky, OEPA ÷1



FACSIMILE

to: Michael A. Cyphert

fax #: 216.916.2336

date: April 23, 2008

pages: 13, including cover page

Attached are the recorded instruments as we discussed.

Tom

From the desk of ...

Thomas J. Danis Chairman, President & CEO The Danis Companies Fifth Third Center, Suite 1300 110 N. Main Street Dayton, OH 45402

> 937.228.4141 fax: 937.228.1217

COLE ACTON HARMON DUNN A LEGAL PROFESSIONAL ASSOCIATION

333 NORTH LIMESTONE STREET P.O. BOX 1667 SPRINGFIELD, OHIO 45501

TELEPHONE: (837) 322-0891 TELECOPY: (937) 322-8031

EDWARD W. DUNN BARRY P. REICH WILLIAM C. HICKS JOHN R. BUTZ JOBEPH A, DUNN[®] TAMMI J. ANGLÉ PAUL J. KAVANAGH

*ALSO ADMITTED IN ARIZONA

GEORGE W. COLE (1914-1982) ROBERT C. ACTON (1924-1987) JAMES A. HARMON (RETIRED)

OF COUNSEL: PHYLLIS S. NEDELMAN ELIZABETH J. DUNN*

March 31, 2008

Mr. Thomas J. Danis Danis Properties Co., Inc. 110 North Main Street Suite 1300 Dayton, OH 45402

Re: Tremont Landfill Company

Dear Tom:

Enclosed please find the General Warranty Deed which was transferred and recorded in the office of the Clark County Recorder on March 21, 2008, transferring and attaching the three Clarkco Land Co. parcels to the Tremont Landfill Company parcels in German Township. Please sign the enclosed receipt for the deed and return the same to my office in the enclosed selfaddressed stamped envelope.

The restrictive covenants may now be filed by the Receiver for Tremont Landfill Company. Please advise if you need my assistance in filing the restrictive covenants on the Clarkco Land Co. parcels. Thank you for your attention to this matter.

Very truly yours,

Tammi J. Angle

TJA/dlb

Enclosures

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- Y.

Receipt

To: Thomas J. Danis

Date: March 26, 2008

Received from Cole Acton Harmon Dunn, a Legal Professional Association, the following documents and/or recorded instruments:

General Warranty Deed Volume 1844 Page 2233-2242

By:

Date:

Year

Please sign the attached receipt and return the receipt only in the enclosed self-addressed stamped envelope. Thank you!

04/23/08 12:07 FAX 9372281217

THE DANIS COMPANIES

2004

2008003014941 Cole: Acton Harnon Dunn Hold

Instrument Volume Page 200800004941 OR 1844 2233

GENERAL WARRANTY DEED

Clarkco Land Co. LLC, an Ohio limited liability company, of Montgomery County, State of Ohio, for valuable consideration paid, grants with general warranty covenants to Tremont Landfill Company, an Ohio corporation, whose tax mailing address is 110 N. Main Street, Suite 1300, Dayton, Ohio 45402, the following real property:

SEE ATTACHED EXHIBIT A

Subject to all covenants, restrictions, easements, conditions and zoning of record; and to the real estate taxes and assessments due and payable from the date of this instrument.

Prior Instrument Reference: Volume 1839, Page 1930.

Grantee herein assumes and agrees to pay all taxes and assessments now or hereafter due and payable.

EXECUTED this _/4 +h Jarch day of 2008.

CLARKCO LAND CO. LLC

Βv Thomas З. Τ Its Preside:

STATE OF OHIO

COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me this $\frac{14^{+h}}{14^{-h}}$ day of <u>March</u>, 2008, by Thomas J. Danis, President of Clarkco Land Co. LLC, an Ohio limited liability company, on behalf of the limited liability company.

RK COLI Notarfv blic S GLORIA.A. CROLEY, Notary Public mar 2 1 200 In and for the Slate of Ohio My Commission Expires February 3, 2009 LEGAL DESCRIPTION 1 SURVEY PLAT/LOF SPLIT SUBDIVISION/AN NEXATION

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Instrument Volume Page 200800004941 DR 1844 2234

This Instrument Prepared By: COLE ACTON HARMON DUNN A Legal Professional Association 333 North Limestone Street P.O. Box 1687 Springfield, OH 45501 Phone: (937) 322-0891

200200004941 Filed for Record in CLARK CDUNTY, OH NANCY PENCE 03-24-2002 At 12:31 pm. WARRANTY 92.00 DR Volume 1844 Page 2233 - 2242

Transferred
Sale Price
MAR 2 4 2008
George A. Sodders Auditor

04/23/08 12:07 FAX 8372281217

2.5

THE DANIS COMPANIES

2006

Α

EXHIBIT

Instrument Volume Pase 200800004941 OR 1844 2235

SCHAEFFER ENGINEERING

Parcel 6 0.929 ACRES GERMAN TOWNSHIP CLARK COUNTY, OHIO

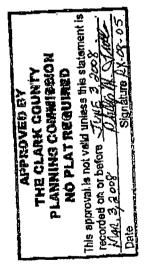
SITUATE IN THE STATE OF OHIO, COUNTY OF CLARK, TOWNSHIP OF GERMAN, AND BEING PART OF SECTION 17, TOWN 4, RANGE 10. B.M.R.S., AND BEING PART OF A 28.927 ACRE TRACT CONVEYED TO DANIS CLARK CO. LANDFILL COMPANY BY DEED RECORDED IN VOLUME 866, PAGE 360 OF THE DEED RECORDS OF CLARK COUNTY, OHIO, AND BEING BOUNDED AND DESCRIBED MORE FULLY AS FOLLOWS:

BEGINNING AT A 5/8" IRON PIN (FOUND) BEING THE NORTHWEST CORNER OF SAID SECTION 17, AND ON THE CENTERLINE OF WILLOWDALE ROAD, AND ON THE LINE BETWEEN CLARK AND CHAMPAIGN COUNTIES: THENCE WITH THE WEST LINE OF SAID SECTION 17 AND THE CENTERLINE OF WILLOWDALE ROAD, SOUTH 03° 58' 51" WEST FOR 958.51 FEET TO A P.K. NAIL (FOUND) BEING THE SOUTHWEST CORNER OF SAID 28.927 ACRE PARCEL AND THE NORTHWEST CORNER OF A 40.049 ACRE PARCEL AS CONVEYED TO JOSEPH W, JR, AND PATRICIA M, CLARK BY DEED RECORDED IN VOLUME 835, PAGE 684;

THENCE WITH THE SOUTH LINE OF SAID 28.927 ACRE PARCEL AND THE NORTH LINE OF SAID 40.049 ACRE PARCEL, SOUTH 86° 52' 54" EAST FOR 1558.25 FEET TO A 5/8" IRON PIN (FOUND) BEING THE NORTHEAST CORNER OF SAID 40.049 ACRE PARCEL AND A NORTHWEST CORNER OF A 7.736 ACRE PARCEL AS CONVEYED TO TREMONT LANDFILL COMPANY AS PARCEL 2, TRACT 3 BY DEED RECORDED IN VOLUME 1828, PAGE 326 AND ALSO BEING THE TRUE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED;

THENCE, LEAVING THE SOUTH LINE OF SAID 28,927 ACRE PARCEL. ALONG THE FOLLOWING TWO NEW DIVISION LINES:

- 1. NORTH 4° 18' 48" EAST FOR 134.86 FEET TO A 5/8-INCH IRON PIN (SET);
- 2. SOUTH 86° 52' 54" EAST FOR 300.41 FEET TO A 5/8-INCH (RON PIN (SET) IN THE EAST LINE OF SAID 28.927 ACRE PARCEL AND IN THE WEST LINE OF A 130.62 ACRE PARCEL AS CONVEYED TO DANIS CLARK CO. LANDFILL COMPANY BY DEED RECORDED IN VOLUME 866, PAGE 360;



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Instrument Volume Pase 200800004941 OR 1844 2236 .



Parcel 6 0.929 ACRES **GERMAN TOWNSHIP** CLARK COUNTY, OHIO Page 2

THENCE ALONG THE EAST LINE OF SAID 28.927 ACRE PARCEL AND THE WEST LINE OF SAID 130 62 ACRE PARCEL SOUTH 4° 27' 28" WEST FOR 134.87 FEET TO A 5/8-INCH IRON PIN (SET) AT THE NORTHEAST CORNER OF SAID 7.736 ACRE PARCEL;

THENCE ALONG THE SOUTH LINE OF SAID 28.927 ACRE PARCEL AND THE NORTH LINE OF SAID 7.736 ACRE PARCEL NORTH 86° 52' 54" WEST FOR 300.07 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 0.929 ACRES, MORE OR LESS, SUBJECT TO ALL HIGHWAYS, EASEMENTS, AND RESTRICTIONS OF RECORD.

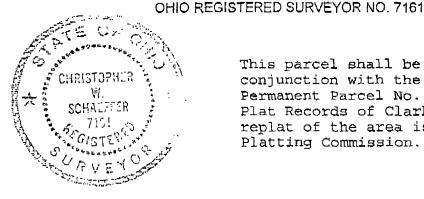
THIS TRACT IS NOT TO BE USED AS A SEPARATE BUILDING PARCEL, BUT TO BE ONLY USED IN CONJUNCTION WITH AN ADJOINING PARCEL.

AS SURVEYED IN JULY, 2007 BY SCHAEFFER ENGINEERING BY CHRISTOPHER W. SCHAEFFER, OHIO REGISTERED SURVEYOR NO. 7161.

BEARINGS BASED UPON THE CLARK AND CHAMPAIGN COUNTY LINE BEING NORTH 86° 25' 21" WEST.

CHRISTOPHER W. SCHAEFFER

<u>12-13-2007</u>



This parcel shall be used only in conjunction with the property listed as Permanent Parcel No.

Plat Records of Clark County unless a replat of the area is approved by the Platting Commission.

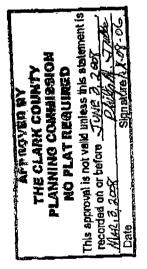
Instrument Volume Page 200200004941 DR 1844 2237

SCHAEFFER ENGINEERING

Parcel 10 19.161 Acres GERMAN TOWNSHIP CLARK COUNTY, OHIO

SITUATE IN THE STATE OF OHIO, COUNTY OF CLARK, TOWNSHIP OF GERMAN, AND BEING PART OF SECTION 17, TOWN 4, RANGE 10, B.M.R.S., AND BEING PART OF A 130.62 ACRE TRACT CONVEYED TO DANIS CLARK CO. LANDFILL COMPANY BY DEED RECORDED IN VOLUME 866, PAGE 360 OF THE DEED RECORDS OF CLARK COUNTY, OHIO, AND BEING BOUNDED AND DESCRIBED MORE FULLY AS FOLLOWS:

BEGINNING AT A 5/8" IRON PIN (FOUND) BEING THE NORTHWEST CORNER OF SAID SECTION 17, AND ON THE CENTERLINE OF WILLOWDALE ROAD, AND ON THE LINE BETWEEN CLARK AND CHAMPAIGN COUNTIES; THENCE WITH THE WEST LINE OF SAID SECTION 17 AND THE CENTERLINE OF WILLOWDALE ROAD, SOUTH 03° 58' 51" WEST FOR 958.51 FEET TO A P.K. NAIL (FOUND) BEING THE SOUTHWEST CORNER OF A 28.927 ACRE PARCEL AS CONVEYED TO DANIS CLARK CO. LANDFILL COMPANY BY DEED RECORDED IN VOLUME 866, PAGE 360 AND THE NORTHWEST CORNER OF A 40.049 ACRE PARCEL AS CONVEYED TO JOSEPH W. JR. AND PATRICIA M. CLARK BY DEED RECORDED IN VOLUME 835, PAGE 684;



THENCE WITH THE SOUTH LINE OF SAID 28.927 ACRE PARCEL AND THE NORTH LINE OF SAID 40.049 ACRE PARCEL, SOUTH 86° 52' 54" EAST FOR 1558.25 FEET TO A 5/8" IRON PIN (FOUND) BEING THE NORTHEAST CORNER OF SAID 40.049 ACRE PARCEL AND THE NORTHWEST CORNER OF A 7.736 ACRE PARCEL AS CONVEYED TO TREMONT LANDFILL COMPANY AS PARCEL 2, TRACT 3, BY DEED RECORDED IN VOLUME 1828, PAGE 326;

THENCE WITH THE SOUTH LINE OF SAID 28.927 ACRE PARCEL AND THE NORTH LINE OF SAID 7.736 ACRE PARCEL, SOUTH 86° 52' 54" EAST FOR 300.07 FEET TO A 5/8" IRON PIN (SET) BEING THE NORTHEAST CORNER OF SAID 7.736 ACRE PARCEL, THE SOUTHEAST CORNER OF SAID 28.927 ACRE PARCEL, AND IN THE WEST LINE OF SAID 130.62 ACRE PARCEL;

THENCE WITH THE WEST LINE OF SAID 130.62 ACRE PARCEL AND THE EAST LINE OF SAID 7.736 ACRE PARCEL, SOUTH 04° 27' 28"

Instrument Volume Pase 200800004941 DR 1844 2238



Parcel 10 19.161 Acres GERMAN TOWNSHIP CLARK COUNTY, OHIO Page 2

WEST FOR 597.76 FEET TO A 5/8" IRON PIN (FOUND) AT THE NORTHWEST CORNER OF A 10.694 ACRE PARCEL AS CONVEYED TO TREMONT LANDFILL COMPANY BY DEED RECORDED IN VOLUME 1647, PAGE 1105 AND BEING THE TRUE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED;

THENCE ALONG THE WEST LINE OF SAID 130.62 ACRE PARCEL, THE EAST LINE OF SAID 7.736 ACRE PARCEL AND THE EAST LINE OF SAID 28.927 ACRE PARCEL NORTH 4° 27' 28" EAST FOR 732.63 FEET (PASSING A 5/8-INCH IRON PIN SET AT 597.76 FEET) TO A 5/8-IRON PIN (SET);

THENCE ON NEW LINES FOR THE FOLLOWING TWO COURSES:

- 1. SOUTH 86° 52' 54" EAST FOR 1,107.69 FEET TO A 5/8-INCH IRON PIN (SET);
- SOUTH 4° 09' 27" WEST FOR 805.77 FEET TO A 5/8-INCH IRON PIN (SET) IN THE SOUTH LINE OF SAID 130.62 ACRE PARCEL AND IN THE NORTH LINE OF A 140.80 ACRE PARCEL AS CONVEYED TO DANIS CLARK CO. LANDFILL COMPANY BY DEED RECORDED IN VOLUME 866, PAGE 360;

THENCE ALONG THE SOUTH LINE OF SAID 130.62 ACRE PARCEL AND THE NORTH LINE OF SAID 140.80 ACRE PARCEL NORTH 86° 15' 00" WEST FOR 245.55 FEET TO A 5/8-INCH IRON PIN (SET) IN THE EAST LINE OF SAID 10.694 ACRE PARCEL;

THENCE ALONG THE EAST LINE OF SAID 10.694 ACRE PARCEL NORTH 4° 09' 26" EAST FOR 60.59 FEET TO A 5/8-INCH IRON PIN (FOUND) AT THE NORTHEAST CORNER OF SAID 10.694 ACRE PARCEL;

THENCE ALONG THE NORTH LINE OF SAID 10.694 ACRE PARCEL NORTH 86° 13' 30" WEST FOR 865.82 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 19.161 ACRES MORE OR LESS, SUBJECT TO ALL HIGHWAYS, EASEMENTS, AND RESTRICTIONS OF RECORD.

2010

Instrument Volume Pase 200800004941 DR 1844 2239

SCHAEFFER ENGINEERING Parcel 10 19.161 Acres GERMAN TOWNSHIP CLARK COUNTY, OHIO Page 3

THIS TRACT IS NOT TO BE USED AS A SEPARATE BUILDING PARCEL, BUT TO BE ONLY USED IN CONJUNCTION WITH AN ADJOINING PARCEL.

AS SURVEYED IN JULY, 2007 BY SCHAEFFER ENGINEERING BY CHRISTOPHER W. SCHAEFFER, OHIO REGISTERED SURVEYOR NO. 7161.

BEARINGS BASED UPON THE CLARK AND CHAMPAIGN COUNTY LINE BEING NORTH 86° 25' 21" WEST.

2-13-2007

CHRISTOPHER W. SCHAEFFER OHIO REGISTERED SURVEYOR NO. 7161



This parcel shall be used only in conjunction with the property listed as Permanent Parcel No. Plat Records of Clark County unless a replat of the area is approved by the Platting Commission.

Instrument Volume Pase 200800004941 DR 1844 2240

SCHAEFFER ENGINEERING

Parcel 12 4.713 ACRES GERMAN TOWNSHIP CLARK COUNTY, OHIO

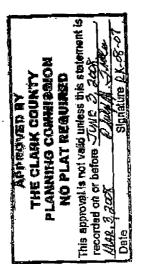
SITUATE IN THE STATE OF OHIO, COUNTY OF CLARK, TOWNSHIP OF GERMAN, AND BEING PART OF SECTION 17, TOWN 4, RANGE 10, B.M.R.S., AND BEING PART OF A 140.80 ACRE TRACT CONVEYED TO DANIS CLARK CO. LANDFILL COMPANY BY DEED RECORDED IN VOLUME 866, PAGE 360 OF THE DEED RECORDS OF CLARK COUNTY, OHIO, AND BEING BOUNDED AND DESCRIBED MORE FULLY AS FOLLOWS:

BEGINNING AT A 5/8" IRON PIN (FOUND) BEING THE NORTHWEST CORNER OF SAID SECTION 17, AND ON THE CENTERLINE OF WILLOWDALE ROAD, AND ON THE LINE BETWEEN CLARK AND CHAMPAIGN COUNTIES; THENCE WITH THE WEST LINE OF SAID SECTION 17 AND THE CENTERLINE OF WILLOWDALE ROAD, SOUTH 03° 58' 51" WEST FOR 958.51 FEET TO A P.K. NAIL (FOUND) BEING THE SOUTHWEST CORNER OF A 28.927 ACRE PARCEL AS CONVEYED TO DANIS CLARK CO. LANDFILL COMPANY BY DEED RECORDED IN VOLUME 866, PAGE 360 AND THE NORTHWEST CORNER OF A 40.049 ACRE PARCEL AS CONVEYED TO JOSEPH W. JR. AND PATRICIA M. CLARK BY DEED RECORDED IN VOLUME 835, PAGE 684;

THENCE WITH THE SOUTH LINE OF SAID 28.927 ACRE PARCEL AND THE NORTH LINE OF SAID 40.049 ACRE PARCEL, SOUTH 86° 52' 54" EAST FOR 1558.25 FEET TO A 5/8" IRON PIN (FOUND) BEING THE NORTHEAST CORNER OF SAID 40.049 ACRE PARCEL AND THE NORTHWEST CORNER OF A 7.736 ACRE PARCEL AS CONVEYED TO TREMONT LANDFILL COMPANY AS PARCEL 2, TRACT 3, BY DEED RECORDED IN VOLUME 1828, PAGE 326;

THENCE WITH THE SOUTH LINE OF SAID 28.927 ACRE PARCEL AND THE NORTH LINE OF SAID 7.736 ACRE PARCEL, SOUTH 86° 52' 54" EAST FOR 300.07 FEET TO A 5/8" IRON PIN (SET) BEING THE NORTHEAST CORNER OF SAID 7.736 ACRE PARCEL, THE SOUTHEAST CORNER OF SAID 28.927 ACRE PARCEL, AND IN THE WEST LINE OF A 130.62 ACRE PARCEL AS CONVEYED TO DANIS CLARK CO. LANDFILL COMPANY BY DEED RECORDED IN VOLUME 866, PAGE 360;

THENCE WITH THE WEST LINE OF SAID 130.62 ACRE PARCEL AND THE EAST LINE OF SAID 7.736 ACRE PARCEL, SOUTH 04* 27' 28"



Instrument Volume Page 200800004941 DR 1844 2241



Parcel 12 4.713 ACRES GERMAN TOWNSHIP CLARK COUNTY, OHIO Page 2

WEST FOR 597.76 FEET TO A 5/8" IRON PIN (FOUND) AT THE NORTHWEST CORNER OF A 10.694 ACRE PARCEL AS CONVEYED TO TREMONT LANDFILL COMPANY BY DEED RECORDED IN VOLUME 1647, PAGE 1105;

THENCE ALONG THE NORTH LINE OF SAID 10.694 ACRE PARCEL SOUTH 86° 13' 30" EAST FOR 865.82 FEET TO A 5/8-INCH IRON PIN (FOUND) AT THE NORTHEAST CORNER OF SAID 10.694 ACRE PARCEL;

THENCE ALONG THE EAST LINE OF SAID 10.694 ACRE PARCEL SOUTH 4° 09' 26" WEST FOR 60.59 FEET TO A 5/8-INCH IRON PIN (SET) IN THE SOUTH LINE OF SAID 130.62 ACRE PARCEL AND IN THE NORTH LINE OF SAID 140.60 ACRE PARCEL AND ALSO BEING THE TRUE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED;

THENCE ALONG THE SOUTH LINE OF SAID 130.62 ACRE PARCEL AND THE NORTH LINE OF SAID 140.80 ACRE PARCEL SOUTH 86° 15' 00" EAST FOR 245.55 FEET TO A 5/8-INCH IRON PIN (SET);

THENCE, LEAVING THE SOUTH LINE OF SAID 130.62 ACRE PARCEL AND THE NORTH LINE OF SAID 140.80 ACRE PARCEL, ALONG THE FOLLOWING TWO NEW DIVISION LINES:

- 1. SOUTH 4° 09' 27" WEST FOR 835.14 FEET TO A 5/8-INCH IRON PIN (SET);
- 2. NORTH 86° 42' 35" WEST FOR 245.57 FEET TO A 5/8-INCH IRON PIN (SET) IN THE EAST LINE OF SAID 10.694 ACRE PARCEL;

THENCE ALONG THE EAST LINE OF SAID 10.694 ACRE PARCEL NORTH 4° 09' 26" EAST FOR 837.11 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 4.713 ACRES MORE OR LESS, SUBJECT TO ALL HIGHWAYS, EASEMENTS, AND RESTRICTIONS OF RECORD.

THIS TRACT IS NOT TO BE USED AS A SEPARATE BUILDING PARCEL, BUT TO BE ONLY USED IN CONJUNCTION WITH AN ADJOINING PARCEL.

ENGINEERING

2013

Instrument Volume Pase 200800004941 DR 1844 2242

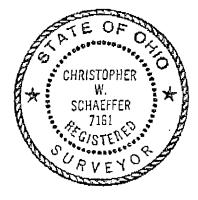
Parcel 12 4.713 ACRES GERMAN TOWNSHIP CLARK COUNTY, OHIO **SCHAEFFER** Page 3

> AS SURVEYED IN JULY, 2007 BY SCHAEFFER ENGINEERING BY CHRISTOPHER W. SCHAEFFER, OHIO REGISTERED SURVEYOR NO. 7161.

BEARINGS BASED UPON THE CLARK AND CHAMPAIGN COUNTY LINE BEING NORTH 86° 25' 21" WEST.

12-13-2007 DATE

CHRISTOPHER W. SCHAEFFER OHIO REGISTERED SURVEYOR NO. 7161



This parcel shall be used only in conjunction with the property listed as Permanent Parcel No. Plat Records of Clark County unless a replat of the area is approved by the Platting Commission.

200800007686 Filed for Record in CLARK COUNTY: OH NANCY PENCE 05-05-2008 At 03:06 pm. MISCELLANED 220.00 OR Volume 1848 Page 1776 - 1801

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant (the "Restrictive Covenant") is made by Tremont Landfill Company, an Ohio corporation, having offices at 110 N. Main St., Suite 1300, Dayton, Ohio 45402 ("Owner") for the purpose of subjecting the Property (as defined herein) to the activity and use limitations and to the rights of access set forth herein.

WHEREAS, Owner is the owner of certain real property consisting of parcels of land situated in German Township, Clark County, Ohio, and legally described in <u>Exhibits "A" and</u> <u>"A-1"</u> hereto (collectively referred to herein as the "Property"); and,

WHEREAS, the Property or portions thereof were used as a former landfill known as the Tremont City Landfill Site (the "Site"); and,

WHEREAS, certain portions of the Site were used for a barrel fill landfill operation; and,

WHEREAS, certain third parties known as the Tremont City Barrel Fill PRP Group also known as the Responsible Environmental Solutions Alliance ("RESA") pursuant to an Administrative Order on Consent ("AOC") dated and effective October 3, 2002 issued <u>In the Matter of: Barrel Fill Operable Unit Remedial Investigation and Feasibility Study at the Tremont City Landfill Site</u>, Docket Number V-W-03-C-719 by the United States Environmental Protection Agency ("U.S. EPA"), have been conducting a remedial investigation and feasibility study ("RI/FS") as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") 42 U.S.C. §9601, et seq. and CERCLA's associated regulations; and,

WHEREAS, the U.S. EPA and/or the Ohio Environmental Protection Agency ("Ohio EPA") may take actions to require that certain third parties, including but not limited to RESA and its members, (collectively, such third parties are "Remedial Parties" for the purposes of this Restrictive Covenant) implement remedial actions at the Property in order to protect human health and the environment; and,

WHEREAS, in order to implement the AOC and any remedy that may be selected for the Site, including operation and maintenance of the remedy, it is necessary that U.S. EPA, its representatives and contractors, the Remedial Parties, their representatives and contractors, and Ohio EPA, its representatives and contractors, have access to the Site over the Property and to

install and maintain remediation, monitoring or investigation wells and to restrict specified uses of the Property as stated herein for the purpose of protecting human health and the environment.

NOW THEREFORE, Owner for itself and its successors and assigns hereby enters into this Declaration of Restrictive Covenant to impose and create the restrictions, rights, reservations, limitations, agreements, covenants and conditions on the Property.

1. <u>Property</u>. This Restrictive Covenant concerns approximately 155.10<u>+</u> acres of real property in German Township, Clark County, Ohio, and more particularly described in <u>Exhibit</u> "A" attached hereto and hereby incorporated by reference herein (the "Property").

2. <u>Owner</u> Tremont Landfill Company, an Ohio corporation, having offices at 110 N. Main St., Suite 1300, Dayton, Ohio 45402 ("Owner") is the owner of the Property.

3. <u>Activity and Use Limitations</u>. In order for the AOC to be implemented, to facilitate the implementation of future monitoring and remedial work by U.S. EPA, Ohio EPA and/or the Remedial Parties, and to protect human health and the environment, Owner hereby imposes and agrees to comply with the following activity and use limitations (collectively the "Restrictive Covenants"):

A. No water wells, either for potable or other use, with the exception of remediation, monitoring, or investigation wells, shall be installed on any part of the Property. Notwithstanding the foregoing, no one shall install remediation, monitoring, or investigation wells without the prior written consent of U.S. EPA or Ohio EPA. In no event shall any groundwater under the Property be used as a potable supply of water.

B. The Property shall not be used for any use other than those uses related to remediation, monitoring, or investigation pursuant to the AOC or any future order, directive, settlement agreement or regulation promulgated by U.S. EPA or Ohio EPA.

4. <u>Running with the Land</u>. This Restrictive Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, subject to amendment or termination as set forth herein. The term "Transferee", as used in this Restrictive 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.

5. <u>Compliance Enforcement</u>. Owner, the Remedial Parties, Ohio EPA and U.S. EPA shall have the right to enforce the Restrictive Covenants. The right of enforcement shall include the right to recover damages and/or seek injunctive relief to prevent or remove the violation of any one or more of the Restrictive Covenants. Failure to timely enforce compliance with this Restrictive Covenant or the 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 Restrictive Covenant shall restrict

the Director of Ohio EPA and the Administrator of U.S. EPA from exercising any authority under applicable law.

6. <u>Rights of Access</u>. Owner hereby grants Ohio EPA, U.S. EPA and the Remedial Parties, their agents, contractors, and employees: (a) the right of access to the Property for implementation or enforcement of this Restrictive Covenant; (b) any performance required under the AOC and/or any future AOC, settlement agreement or Consent Decree; and/or, (c) any other work, the Remedial Parties may need to perform relating to the barrel fill landfill operation.

7. <u>Notice upon Conveyance</u>. 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 Restrictive Covenant, and provide the recorded location of this Restrictive Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO A RESTRICTIVE COVENANT, DATED ______, 200_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE CLARK COUNTY RECORDER ON _______, 200_, IN [DOCUMENT _____, or BOOK, _____ PAGE _____]. THE RESTRICTIVE COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

No water wells, either for potable or other use, with the exception of remediation, monitoring, or investigation wells, shall be installed on any part of the Property. Notwithstanding the foregoing, no one shall install remediation or monitoring wells without the prior written consent of U.S. EPA or Ohio EPA. In no event shall any groundwater under the Property be used as a potable supply of water.

The Property shall not be used for any use other than those uses related to remediation, monitoring, or investigation pursuant to any current or future order, directive, or regulation promulgated by U.S. EPA or Ohio EPA.

Owner or any subsequent Transferee shall notify U.S. EPA and Ohio EPA within ten (10) days after each conveyance of an interest in any portion of the Property. Notice by the Owner or subsequent Transferee shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, a legal description of the Property being transferred, a survey map of the Property being transferred; and the closing date of the transfer of ownership of the Property.

8. <u>Representations and Warranties</u>. Owner hereby represents and warrants that:

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 only to the encumbrances listed and described in <u>Exhibitation</u> hereto, which is fully and the incorporated by reference herein;

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C. that the Owner has the power and authority to enter into this Restrictive Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;

D. that the Owner has identified all other parties, described above, that hold any interest (e.g., encumbrance) in the Property and notified such parties of the Owner's intention to enter into this Restrictive Covenant; and

E. that this Restrictive Covenant does 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.

9. <u>Amendment or Termination</u>. This Restrictive Covenant may be amended or terminated only by consent of all of the following: the Owner or a Transferee, the Remedial Parties, U.S. EPA and the Ohio EPA. Amendment means any changes to the Restrictive 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. Termination means the elimination of all activity and use limitations set forth herein and all other obligations under this Restrictive Covenant.

This Restrictive Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA, the Administrator of U.S. EPA or his delegee and the Owner or Transferee 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 Restrictive Covenant, the Owner or Transferee shall file such instrument for recording with the Clark County Recorder's Office, and shall provide a true copy of the recorded Instrument to the U.S. EPA and to Ohio EPA.

10. <u>Severability</u>. If any provision of this Restrictive 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.

11. <u>Governing Law</u>. This Restrictive Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.

12. <u>Effective Date</u>. The effective date of this Restrictive Covenant shall be the date upon which the fully executed Restrictive Covenant has been recorded as a deed record for the Property with the Clark County Recorder's Office.

The undersigned representative of Owner represents and certifies that he/she is authorized to execute this Restrictive Covenant.

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IT IS SO AGREED:

TREMONT LANDFILL COMPANY, an Ohio corporation

By:

Its Court Appointed Receiver being unto duly authorized to execute this Restrictive Covenant

5/2/08

Date

State of 01 County of Montgomery)

Before me, a notary public, in and for said county and state, personally appeared a duly authorized representative of Tremont Landfill Company who acknowledged to me that [he, she] did execute the foregoing instrument on behalf of Tremont Landfill Company.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this <u>2</u>-day of <u>May</u>, 200<u>68</u>

orma K. Moore

PUS Notary Hublic

NORMA K. MOORE, Notary Public In and for the State of Olive 21 Commission Expines 3-9-10

This Instrument Prepared By:

WALTER & HAVERFIELD LLP The Tower at Erieview 1301 East 9th Street, Suite 3500 Cleveland, Ohio 44114-1821 (216)781-1212

Legal Description

Parcel 1:

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Situate in the Township of German, County of Clark, State of Ohio and bounded and described as follows:

Being and lying within the bounds of the Southwest Quarter of Section 17, Town 4, Range 10 M.R.S. and from the point which marks the Southeast corner of the Southwest Quarter of Section 17 measure along the half section line, North 04 degrees 25 minutes 45 seconds East 332.74 feet to an iron pin in the centerline of the Snyder Domer Road, this point marks the extreme Southeast corner of the original tract of which this parcel is a part; thence with the road North 61 degrees 35 minutes West 312.88 feet to an iron pin; thence North 67 degrees 28 minutes West 188.12 feet to an iron pin; thence again with the road North 76 degrees 16 minutes 30 seconds West 721.34 feet to the beginning of this description and the extreme Southeast corner of the parcel to be described; thence from the point of beginning and continuing with the road centerline North 76 degrees 16 minutes 30 seconds West 61.27 feet to an iron pin; thence North 69 degrees 44 minutes 30 seconds West 147.41 feet to an iron pin, the Southeast corner of a small lot, bears North 69 degrees 44 minutes 30 seconds West 107.94 feet distant; thence North 14 degrees 33 minutes 30 seconds East at 20.10 feet and 182.20 feet passing iron pipes, in all 222.25 feet to a point; thence South 75 degrees 26 minutes 30 seconds East at 35.00 feet passing an iron pipe, in all 207.95 feet to an iron pipe; thence South 14 degrees 33 minutes 30 seconds West at 209.54 feet passing an iron pipe, in all 236.00 feet to the place of beginning, containing 1.1056 acres, more or less. Of this area, 0.1056 of an acre lies with the public road right of way.

Subject however, to the right of way for the public road as now located.

The survey for this division of land was made on March 12, 1966, by Carl F. Swartzbugh, Surveyor, Ohio Registration Number 2644.

Clark County Parcel No. 050-02-00017-000-027

Parcel 2:

Situate in the Township of German, County of Clark, State of Ohio and in Section 17, Town 4, Range 10 and being a tract of land described as follows:

Beginning at a point in the East line of the West half of said Section 17, said point being in the centerline of Snyder Domer Road; thence with the centerline of said Snyder Domer Road, North 61 degrees 08 minutes 30 seconds West for 146.64 feet to a point in the West line of land conveyed to IWD Chemical Disposal Co., Inc. of Ohio as recorded in Volume 727, Page 930 in the Deed Records of Clark County, Ohio; thence with the West line of said IWD Chemical Disposal Co., Inc. of Ohio as recorded in 28 degrees 51 minutes 30 seconds East for 50.00 feet, South 61 degrees 08 minutes 30 seconds East for 70.50 feet and

North 05 degrees 27 minutes 01 seconds East for 2153.38 feet to the Southeast corner of land conveyed to IWD Chemical Disposal Co., Inc. of Ohio in Volume 762, Page 9 in the Deed Records of Clark County, Ohio; thence with the South line of said IWD Chemical Disposal Co., Inc. of Ohio land on the following three courses: North 84 degrees 50 minutes 44 seconds West for 300.00 feet, North 05 degrees 40 minutes 18 seconds East for 90.00 feet, and North 84 degrees 50 minutes 44 seconds West for 400.77 feet to a point in the Southern extension of the Westernmost line of the East lines of land conveyed to Northern Realty and Development Company as recorded in Volume 762, Page 11 in the Deed Records of Clark County, Ohio; thence with said extension and with the East lines of said Northern Realty and Development Company land on the following seven courses: North 05 degrees 40 minutes 18 seconds East for 340.00 feet, South 84 degrees 50 minutes 44 seconds East for 140.00 feet, North 50 degrees 40 minutes 18 seconds East for 100.00 feet, South 84 degrees 50 minutes 44 seconds East for 190.00 feet, North 05 degrees 40 minutes 18 seconds East for 210.00 feet, South 84 degrees 50 minutes 44 seconds East for 170.00 feet and North 05 degrees 40 minutes 18 seconds East for 450.04 feet to a point in the North line of land conveyed to IWD Chemical Disposal Company, Inc. of Ohio as recorded in Volume 727, Page 930 in the Deed Records of Clark County, Ohio; thence with the North line of said IWD Chemical Disposal Co., Inc. of Ohio land, South 84 degrees 50 minutes 44 seconds East for 246.17 feet to the Northeast corner of said IWD Chemical Disposal Co., Inc. of Ohio land; thence with the East line of said IWD Chemical Disposal Co., Inc. of Ohio land, South 05 degrees 27 minutes 01 seconds West for 3419.78 feet to the point of beginning, containing 15.183 acres, more or less, and subject to all legal highways, easements, restrictions, and agreements of record, according to a survey of said premises by D. Meek, Registered Surveyor, State of Ohio No. 5037.

The above described tract of land is part of that land conveyed to IWD Chemical Disposal Co., -Inc. of Ohio by deed recorded in Volume 727, Page 930 and all that land conveyed to IWD Chemical Disposal Co., Inc. of Ohio in Volume 762, Page 9, both in the Deed Records of Clark County, Ohio.

Clark County Parcel No. 050-02-00017-000-040

Parcel 3:

Tract No.1:

Situate in the Township of German, County of Clark, State of Ohio and located in Section 17, Town 4, Range 10 and being a tract of land described as follows:

Beginning at a point in the centerline of the Snyder-Domer Road, said point being in the West line of land belonging to Kenneth Michael, et al.; thence with the centerline of said Snyder-Domer Road of the following three courses:

North 61 degrees 08 minutes 30 seconds West for 312.89 feet, North 67 degrees 01 minutes 30 seconds West for 188.12 feet, North 75 degrees 50 minutes West for 721.34 feet to the Southeast corner of land conveyed to Jacob Johnson, et al., by deed recorded in Book 575, Page 505, in the Deed Records of Clark County, Ohio; thence with the East line of said Johnson land, North 15

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degrees 00 minutes East for 236.00 feet to the Northeast corner of said Johnson land; thence with the North line of said Johnson land. North 75 degrees 00 minutes West 207.95 feet to the Northwest corner of said Johnson land; thence North 03 degrees 05 minutes 50 seconds West for 687.23 feet; thence North 87 degrees 40 minutes 03 seconds West for 75.00 feet to a corner in the East line of land belonging to James Elwood Steinberger, et al.; thence with the East line of said Steinberger land, North 09 degrees 20 minutes East for 473.60 feet to a point in the South line of land belonging to Willow Dale Farm; thence with the South line of said Willow Dale Farm land, South 85 degrees 10 minutes East for 677.70 feet to a corner in the South line of said Willow Dale Farm land; thence continuing with said Willow Dale Farm land, North 05 degrees 40 minutes 18 seconds East for 1702.81 feet to another corner of said Willow Dale Farm land; thence with said Willow Dale Farm land, South 84 degrees 50 minutes 44 seconds East for 806.17 feet to the Northwest corner of said Michael land; thence with the West line of said Michael land, South 05 degrees 27 minutes 01 seconds West for 3419.87 feet to the point of beginning, containing 80.010 acres, more or less, and subject to all legal highways, easements, restrictions, and agreements of record, according to a survey of said premises by A. Sodenstein, Registered Surveyor, State of Ohio.

EXCEPTING THEREFROM the following described real estates:

Situate in the Township of German, County of Clark, State of Ohio and located in Section 17, Town 4, Range 10 and being a tract of land described as follows:

Beginning at a point in the East line of the West half of said Section 17, said point being in the centerline of Snyder-Domer Road; thence with the centerline of said Snyder-Domer Road, North 61 degrees 08 minutes 30 seconds West for 146.64 feet to a point in the West line of land conveyed to IWD Chemical Disposal Co., Inc. of Ohio as recorded Volume 727, Page 930 in the Deed Records of Clark County, Ohio; thence with the West line of said IWD Chemical Disposal Co., Inc. of Ohio land on the following three courses: North 28 degrees 51 minutes 30 seconds East for 50.00 feet, South 61 degrees 08 minutes 30 seconds East for 70.50 feet, and North 05 degrees 27 minutes 01 seconds East for 2153.38 feet to the Southeast corner of land conveyed to IWD Chemical Disposal Co., Inc. of Ohio in Volume 762, Page 9 in the Deed Records of Clark County, Ohio; thence with the South line of said IWD Chemical Disposal Co., Inc. of Ohio land on the following three courses: North 84 degrees 50 minutes 44 seconds West for 300.00 feet, North 05 degrees 40 minutes 18 seconds East for 90.00 feet, and North 84 degrees 50 minutes 44 seconds West for 400.77 feet to a point in the Southern extension of the Westernmost line of the East lines of land conveyed to Northern Realty and Development Company as recorded in Volume 762, Page 11 in the Deed Records of Clark County, Ohio; thence with said extension and with the East lines of said Northern Realty and Development Company land on the following seven courses: North 05 degrees 40 minutes 18 seconds East for 340.00 feet, South 84 degrees 50 minutes 44 seconds East for 140.00 feet, North 50 degrees 40 minutes 18 seconds East for 100.00 feet, South 84 degrees 50 minutes 44 seconds East for 190.00 feet, North 05 degrees 40 minutes 18 seconds East for 210.00 feet, South 84 degrees 50 minutes 44 seconds East for 170.00 feet, and North 05 degrees 40 minutes 18 seconds East for 450.04 feet to a point in the North line of land conveyed to IWD Chemical Disposal Company, Inc. of Ohio as recorded in Volume 727, Page 930 in the Deed Records of Clark County, Ohio; thence with the North line of said IWD Chemical Disposal Co., Inc. of Ohio land, South 84 degrees 50 minutes

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44 seconds East for 246.17 feet to the Northeast corner of said IWD Chemical Disposal Co., Inc. of Ohio land; thence with the East line of said IWD Chemical Disposal Co., Inc. of Ohio land, South 05 degrees 27 minutes 01 seconds West for 3419.78 feet to the point of beginning, containing 15.188 acres, more or less, and subject to all legal highways, easements, restrictions, and agreements of record, according to a survey of said premises by D. Meek, Registered Surveyor, State of Ohio No. 5037.

Tract No. 2:

Situate in the Township of German, County of Clark, State of Ohio and located in Section 17, Town 4, Range 10 and being a tract of land described as follows:

Beginning at a point in the East line of the West half of said Section 17, said point being in the centerline of Snyder-Domer Road, said point also being the Southeast corner of land conveyed to IWD Chemical Disposal Co., Inc. of Ohio as recorded in Volume 727, Page 930 in the Deed Records of Clark County, Ohio; thence with the East line of the West half of said Section 17, and with the West line of said IWD Chemical Disposal Co., Inc. of Ohio land, North 05 degrees 27 minutes 01 seconds East for 2369.77 feet; thence North 84 degrees 50 minutes 44 seconds West for 750.22 feet to the true point of beginning, said point being in the West lines of said IWD Chemical Disposal Co., Inc. of Ohio;

Thence continuing with said West line of said IWD Chemical Disposal Co., Inc. of Ohio land, North 84 degrees 50 minutes 44 seconds West for 60.00 feet to a corner in the West lines of said IWD Chemical Disposal Co., Inc. of Ohio land; thence continuing with the West lines of said IWD Chemical Disposal Co., Inc. of Ohio land, North 05 degrees 40 minutes 18 seconds East for 1050.04 feet to the Northwest corner of said IWD Chemical Disposal Co., Inc. of Ohio land; thence with the North line of said IWD Chemical Disposal Co., Inc. of Ohio land, South 84 degrees 50 minutes 44 seconds East for 560.00 feet; thence South 05 degrees 40 minutes 18 seconds West for 450.04 feet; thence North 84 degrees 50 minutes 44 seconds West for 170.00 feet; thence South 05 degrees 40 minutes 18 seconds West for 210.00 feet; thence North 84 degrees 50 minutes 44 seconds West for 190.00 feet; thence South 05 degrees 40 minutes 18 seconds West for 100.00 feet; thence North 84 degrees 50 minutes 44 seconds West for 140.00 feet; thence South 05 degrees 40 minutes 18 seconds West for 290.00 feet to the point of beginning, containing 8.524 acres, more or less, and subject to all legal highways, easements, restrictions and agreements of record, according to a survey of said premises by Don F. Meek, Registered Surveyor, State of Ohio.

Tract No. 3:

Situate in the Township of German, County of Clark, State of Ohio and located in Section 17, Town 4, Range 10 BMRS and being a tract of land described as follows:

Beginning at an iron pin at the Northwest corner of said Section 17 of German Township, said point being in the North line of said Clark County, said point being also in the centerline of Willowdale Road: reconstruction of 72 hardweight and 10 No

Thence with the West line of said Section 17 and the centerline of said Willowdale Road, South 03 degrees 59 minutes 04 seconds West for 959.14 feet to a spike at the Northwest corner of land conveyed to F. Thomas Smith as recorded in Volume 786, Page 299 in the Deed Records of Clark County, Ohio;

Thence with the North line of said Smith land, South 86 degrees 54 minutes 13 seconds East for 1558.45 feet to an iron pin at the TRUE POINT OF BEGINNING;

Thence continuing with the North line of said Smith land, South 86 degrees 54 minutes 13 seconds East for 300.09 feet to an iron pin in the West line of land conveyed to Margaret Becker, et al., as recorded in Volume 786, Page 507 in the Deed Records of Clark County, Ohio;

Thence with the West line of said Becker land, South 04 degrees 28 minutes 04 seconds West for 657.55 feet to a stone at the Northwest corner of land conveyed to Northern Realty and Development Company, Inc. as recorded in Volume 762, Page 11 in the Deed Records of Clark County, Ohio;

Thence with the West line of said Northern Realty and Development Company, Inc. land, South 04 degrees 26 minutes 36 seconds West for 465.75 feet to an iron pin at the Northeast corner of land conveyed to Marjorie E. Smith as recorded in Volume 808, Page 210 in the Deed Records of Clark County, Ohio;

Thence with the North line of the last mentioned Smith land, North 86 degrees 54 minutes 11 seconds West for 300.08 feet to an iron pin;

Thence North 04 degrees 26 minutes 36 seconds East for 472.87 feet to an iron pin;

Thence North 04 degrees 28 minutes 04 seconds East for 650.43 feet to the TRUE POINT OF BEGINNING, containing 7.736 acres, more or less, and subject to all legal highways, easements, restrictions, and agreements of record, according to a survey of said premises by Gerald Macy, Registered Surveyor, State of Ohio No. 6757.

Tract No. 4:

Situate in the Township of German, County of Clark, State of Ohio and located in Section 17, Town 4, Range 10 B.M.R.S. and being a tract of land described as follows:

Beginning at an iron pin at the Northwest corner of said Section 17 of German Township, said point being in the North line of said Clark County, said point being also in the centerline of Willowdale Road; thence with the West line of said Section 17 and with the centerline of said Willowdale Road, South 03 degrees 59 minutes 04 seconds West for 1606.62 feet to an axle;

Thence continuing with the West line of said Section 17 and with the centerline of said Willowdale Road, South 03 degrees 58 minutes 11 seconds West for 1693.51 feet to an iron pin at the Southwest corner of land conveyed to Marjorie E. Smith as recorded in Volume 808, Page 210 in the Deed Records of Clark County, Ohio;

Thence with the South line of said Smith land, South 86 degrees 20 minutes 18 seconds East for 900.64 feet to an iron pin at the TRUE POINT OF BEGINNING; thence North 03 degrees 54 minutes 52 seconds East for 768.63 feet to an iron pin;

Thence South 87 degrees 47 minutes 00 seconds East for 327.59 feet to an iron pin;

Thence North 07 degrees 52 minutes 48 seconds East for 326.16 feet to an iron pin;

Thence South 87 degrees 12 minutes 40 seconds East for 298.34 feet to an iron pin;

Thence North 04 degrees 26 minutes 36 seconds East for 126.44 feet to an iron pin in the South line of land conveyed to F. Thomas Smith as recorded in Volume 786, Page 299 in the Deed Records of Clark County, Ohio;

Thence with the South line of the last mentioned Smith land, South 86 degrees 54 minutes 11 seconds East for 300.08 feet to an iron pin in the West line of land conveyed to Northern Realty and Development Company, Inc., as recorded in Volume 762, Page 11 in the Deed Records of Clark County, Ohio;

Thence with the West line of said Northern Realty and Development Company, Inc. land, South 04 degrees 26 minutes 36 seconds West for 1236.21 feet to a stone at the Southeast corner of the first mentioned Smith land; thence with the South line of the first mentioned Smith land, North 86 degrees 20 minutes 18 seconds West for 938.10 feet to the TRUE POINT OF BEGINNING, containing 22.232 acres, more or less, and subject to all legal highways, easements, restrictions, and agreements of record, according to a survey of said premises by Gerald Macy, Registered Surveyor, State of Ohio No. 6757.

Clark County Parcel No. 050-02-00017-000-055

Parcel 4:

Situate in the Township of German, County of Clark, State of Ohio and being part of Section 17, Town 4, Range 10, B.M.R.S. and being part of a 130.62 acre tract and part of a 140.80 acre tract both conveyed to Clarkco Landfill Company by deed recorded in Volume 866, Page 360 of the Deed Records of Clark County, Ohio and being bounded and described more fully as follows:

Beginning at a 5/8 inch iron pin (found) being the Northwest corner of said Section 17, and on the centerline of Willowdale Road, and on the line between Clark and Champaign Counties; thence with the West line of said Section 17 and the centerline of Willowdale Road, South 03 degrees 58 minutes 51 seconds West for 958.51 feet to a P.K. nail (found) being the Southwest corner of a 28.927 acre parcel as conveyed to Clarkco Landfill Company by deed recorded in Volume 866, Page 360 and the Northwest corner of a 40.049 acre parcel as conveyed to Joseph W. and Patricia M. Clark by deed recorded in Volume 835, Page 684;

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Thence with the South line of said 28.927 acre parcel and the North line of said 40.049 acre parcel, South 86 degrees 52 minutes 54 seconds East for 1558.25 feet to a 5/8 inch iron pin (found) being the Northeast corner of said 40.049 acre parcel and a Northwest corner of a 94.80 acre parcel as conveyed to Northern Realty & Development Company by deed recorded in Volume 762, Page 11;

Thence with the South line of said 28.927 acre parcel and the North line of said 94.80 acre parcel, South 86 degrees 52 minutes 54 seconds East for 300.07 feet to a 5/8 inch iron pin (found) being the Northeast corner of said 94.80 acre parcel, the Southeast corner of said 28.927 acre parcel, and in the West line of said 130.62 acre parcel;

Thence with the West line of said 130.62 acre parcel and an East line of said 94.80 acre parcel, South 04 degrees 27 minutes 28 seconds West for 597.76 feet to a 5/8 inch iron pin (set) being the true point of beginning of the land herein described;

Thence along the following four (4) new division lines:

- 1. Thence South 86 degrees 13 minutes 30 seconds East for 865.82 feet to a 5/8 inch iron pin (set);
- 2. Thence South 04 degrees 09 minutes 26 seconds West for 2991.47 feet to a 5/8 inch iron pin (set);
- 3. Thence South 85 degrees 50 minutes 34 seconds East for 336.00 feet a 5/8 inch iron(set);
- 4. Thence South 04 degrees 09 minutes 26 seconds West for 713.26 feet (passing a 5/8 inch iron pin (set) at 690.26 feet) to a mag nail (set) in the Southern boundary of said 140.80 acre parcel in the centerline of Snyder Domer Road;

Thence with the Southern boundary of said 140.80 acre parcel and the centerline of said Snyder Domer Road, North 56 degrees 14 minutes 59 seconds West for 455.41 feet to a mag nail (set) being the Southwest corner of said 140.80 acre parcel and the Southeast corner of a 15.183 acre parcel as conveyed to the Northern Realty and Development Company by deed recorded in Volume 815, Page 506;

Thence with the West line of said 140.80 acre parcel and the East line of said 15.183 acre parcel, North 04 degrees 09 minutes 26 seconds East for 3418.82 feet (passing a 5/8 inch iron pin (found) at 23.00 feet) to a 5/8 inch iron pin (found) being the Northwest corner of said 140.80 acre parcel and the Northeast corner of said 15.183 acre parcel;

Thence with the North line of said 15.183 acre parcel and the Southern boundary of said 130.62 acre parcel, North 86 degrees 04 minutes 57 seconds West for 246.06 feet to a 5/8 inch iron pin (found) being the Northwest corner of said 15.183 acre parcel and a Northeast corner of said 94.80 acre parcel;

Thence continuing with the Southern boundary of said 130.62 acre parcel and the Northern boundary of said 94.80 acre parcel, North 86 degrees 13 minutes 30 seconds West for 560.07 feet to a stone (found) being the Southwest corner of said 140.80 acre parcel in the Northern boundary of said 94.80 acre parcel;

Thence with the West line of said 130.62 acre parcel and the Eastern boundary of said 94.80 acre parcel, North 04 degrees 27 minutes 28 seconds East for 60.00 feet to the true point of beginning, containing 10.694 acres, more or less, and subject to all legal highways, easements, and restriction of record.

As surveyed in October, 2003, by Schaeffer, Amos & Hughes, LLC, by Terry W. Hughes, Ohio Registered Surveyor #7965 with bearings based upon the Clark and Champaign County line being North 86 degrees 25 minutes 21 seconds West.

Clark County Parcel No. 050-02-00017-000-062

[plus lands transferred from Clarkco Landfill Company, LLC to Tremont Landfill Company (the "GMCRAZ Land")]

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here .



Parcel 6 0.929 ACRES GERMAN TOWNSHIP CLARK COUNTY, OHIO

SITUATE IN THE STATE OF OHIO, COUNTY OF CLARK, TOWNSHIP OF GERMAN, AND BEING PART OF SECTION 17, TOWN 4, RANGE 10, B.M.R.S., AND BEING PART OF A 28.927 ACRE TRACT CONVEYED TO DANIS CLARK CO. LANDFILL COMPANY BY DEED RECORDED IN VOLUME 866, PAGE 360 OF THE DEED RECORDS OF CLARK COUNTY, OHIO, AND BEING BOUNDED AND DESCRIBED MORE FULLY AS FOLLOWS:

BEGINNING AT A 5/8" IRON PIN (FOUND) BEING THE NORTHWEST CORNER OF SAID SECTION 17, AND ON THE CENTERLINE OF WILLOWDALE ROAD, AND ON THE LINE BETWEEN CLARK AND CHAMPAIGN COUNTIES; THENCE WITH THE WEST LINE OF SAID SECTION 17 AND THE CENTERLINE OF WILLOWDALE ROAD, SOUTH 03° 58' 51" WEST FOR 958.51 FEET TO A P.K. NAIL (FOUND) BEING THE SOUTHWEST CORNER OF SAID 28.927 ACRE PARCEL AND THE NORTHWEST CORNER OF A 40.049 ACRE PARCEL AS CONVEYED TO JOSEPH W. JR. AND PATRICIA M. CLARK BY DEED RECORDED IN VOLUME 835, PAGE 684;

THENCE WITH THE SOUTH LINE OF SAID 28.927 ACRE PARCEL AND THE NORTH LINE OF SAID 40.049 ACRE PARCEL, SOUTH 86° 52' 54" EAST FOR 1558.25 FEET TO A 5/8" IRON PIN (FOUND) BEING THE NORTHEAST CORNER OF SAID 40.049 ACRE PARCEL AND A NORTHWEST CORNER OF A 7.736 ACRE PARCEL AS CONVEYED TO TREMONT LANDFILL COMPANY AS PARCEL 2, TRACT 3 BY DEED RECORDED IN VOLUME 1828, PAGE 326 AND ALSO BEING THE TRUE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED;

THENCE, LEAVING THE SOUTH LINE OF SAID 28.927 ACRE PARCEL, ALONG THE FOLLOWING TWO NEW DIVISION LINES:

- 1. NORTH 4° 18' 48" EAST FOR 134.86 FEET TO A 5/8-INCH IRON PIN (SET);
- 2. SOUTH 86° 52' 54" EAST FOR 300.41 FEET TO A 5/8-INCH IRON
 - PIN (SET) IN THE EAST LINE OF SAID 28.927 ACRE PARCEL AND IN THE WEST LINE OF A 130.62 ACRE PARCEL AS CONVEYED TO DANIS CLARK CO. LANDFILL COMPANY BY DEED RECORDED IN VOLUME 866, PAGE 360;

1253-G Lyons Road · Dayton, Ohio 45458 Phone (937) 434-5104 · Fax (937) 434-5204 www.sahengineers.com

SCHAEFFER

ENGINEERING

SCHAEFFER ENGINEERING

Parcel 6 0.929 ACRES GERMAN TOWNSHIP CLARK COUNTY, OHIO Page 2

THENCE ALONG THE EAST LINE OF SAID 28.927 ACRE PARCEL AND THE WEST LINE OF SAID 130.62 ACRE PARCEL SOUTH 4° 27' 28" WEST FOR 134.87 FEET TO A 5/8-INCH IRON PIN (SET) AT THE NORTHEAST CORNER OF SAID 7.736 ACRE PARCEL;

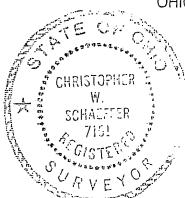
THENCE ALONG THE SOUTH LINE OF SAID 28.927 ACRE PARCEL AND THE NORTH LINE OF SAID 7.736 ACRE PARCEL NORTH 86° 52' 54" WEST FOR 300.07 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 0.929 ACRES, MORE OR LESS, SUBJECT TO ALL HIGHWAYS, EASEMENTS, AND RESTRICTIONS OF RECORD.

THIS TRACT IS NOT TO BE USED AS A SEPARATE BUILDING PARCEL, BUT TO BE ONLY USED IN CONJUNCTION WITH AN ADJOINING PARCEL.

AS SURVEYED IN JULY, 2007 BY SCHAEFFER ENGINEERING BY CHRISTOPHER W. SCHAEFFER, OHIO REGISTERED SURVEYOR NO. 7161.

BEARINGS BASED UPON THE CLARK AND CHAMPAIGN COUNTY LINE BEING NORTH 86° 25' 21" WEST.

CHRISTOPHER W. SCHAEFFER OHIO REGISTERED SURVEYOR NO. 7161



Schaeffer Engineering

Parcel 10 19.161 Acres GERMAN TOWNSHIP CLARK COUNTY, OHIO

SITUATE IN THE STATE OF OHIO, COUNTY OF CLARK, TOWNSHIP OF GERMAN, AND BEING PART OF SECTION 17, TOWN 4, RANGE 10, B.M.R.S., AND BEING PART OF A 130.62 ACRE TRACT CONVEYED TO DANIS CLARK CO. LANDFILL COMPANY BY DEED RECORDED IN VOLUME 866, PAGE 360 OF THE DEED RECORDS OF CLARK COUNTY, OHIO, AND BEING BOUNDED AND DESCRIBED MORE FULLY AS FOLLOWS:

BEGINNING AT A 5/8" IRON PIN (FOUND) BEING THE NORTHWEST CORNER OF SAID SECTION 17, AND ON THE CENTERLINE OF WILLOWDALE ROAD, AND ON THE LINE BETWEEN CLARK AND CHAMPAIGN COUNTIES; THENCE WITH THE WEST LINE OF SAID SECTION 17 AND THE CENTERLINE OF WILLOWDALE ROAD, SOUTH 03° 58' 51" WEST FOR 958.51 FEET TO A P.K. NAIL (FOUND) BEING THE SOUTHWEST CORNER OF A 28.927 ACRE PARCEL AS CONVEYED TO DANIS CLARK CO. LANDFILL COMPANY BY DEED RECORDED IN VOLUME 866, PAGE 360 AND THE NORTHWEST CORNER OF A 40.049 ACRE PARCEL AS CONVEYED TO JOSEPH W. JR. AND PATRICIA M. CLARK BY DEED RECORDED IN VOLUME 835, PAGE 684;

THENCE WITH THE SOUTH LINE OF SAID 28.927 ACRE PARCEL AND THE NORTH LINE OF SAID 40.049 ACRE PARCEL, SOUTH 86° 52' 54" EAST FOR 1558.25 FEET TO A 5/8" IRON PIN (FOUND) BEING THE NORTHEAST CORNER OF SAID 40.049 ACRE PARCEL AND THE NORTHWEST CORNER OF A 7.736 ACRE PARCEL AS CONVEYED TO TREMONT LANDFILL COMPANY AS PARCEL 2, TRACT 3, BY DEED RECORDED IN VOLUME 1828, PAGE 326;

THENCE WITH THE SOUTH LINE OF SAID 28.927 ACRE PARCEL AND THE NORTH LINE OF SAID 7.736 ACRE PARCEL, SOUTH 86° 52' 54" EAST FOR 300.07 FEET TO A 5/8" IRON PIN (SET) BEING THE NORTHEAST CORNER OF SAID 7.736 ACRE PARCEL, THE SOUTHEAST CORNER OF SAID 28.927 ACRE PARCEL, AND IN THE WEST LINE OF SAID 130.62 ACRE PARCEL;

THENCE WITH THE WEST LINE OF SAID 130.62 ACRE PARCEL AND THE EAST LINE OF SAID 7.736 ACRE PARCEL, SOUTH 04° 27' 28"

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Schaeffer Engineering Parcel 10 19.161 Acres GERMAN TOWNSHIP CLARK COUNTY, OHIO Page 2

WEST FOR 597.76 FEET TO A 5/8" IRON PIN (FOUND) AT THE NORTHWEST CORNER OF A 10.694 ACRE PARCEL AS CONVEYED TO TREMONT LANDFILL COMPANY BY DEED RECORDED IN VOLUME 1647, PAGE 1105 AND BEING THE TRUE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED;

THENCE ALONG THE WEST LINE OF SAID 130.62 ACRE PARCEL, THE EAST LINE OF SAID 7.736 ACRE PARCEL AND THE EAST LINE OF SAID 28.927 ACRE PARCEL NORTH 4° 27' 28" EAST FOR 732.63 FEET (PASSING A 5/8-INCH IRON PIN SET AT 597.76 FEET) TO A 5/8-IRON PIN (SET);

THENCE ON NEW LINES FOR THE FOLLOWING TWO COURSES:

- 1. SOUTH 86° 52' 54" EAST FOR 1,107.69 FEET TO A 5/8-INCH IRON PIN (SET);
- 2. SOUTH 4° 09' 27" WEST FOR 805.77 FEET TO A 5/8-INCH IRON PIN (SET) IN THE SOUTH LINE OF SAID 130.62 ACRE PARCEL AND IN THE NORTH LINE OF A 140.80 ACRE PARCEL AS CONVEYED TO DANIS CLARK CO. LANDFILL COMPANY BY DEED RECORDED IN VOLUME 866, PAGE 360;

THENCE ALONG THE SOUTH LINE OF SAID 130.62 ACRE PARCEL AND THE NORTH LINE OF SAID 140.80 ACRE PARCEL NORTH 86° 15' 00" WEST FOR 245.55 FEET TO A 5/8-INCH IRON PIN (SET) IN THE EAST LINE OF SAID 10.694 ACRE PARCEL;

THENCE ALONG THE EAST LINE OF SAID 10.694 ACRE PARCEL NORTH 4° 09' 26" EAST FOR 60.59 FEET TO A 5/8-INCH IRON PIN (FOUND) AT THE NORTHEAST CORNER OF SAID 10.694 ACRE PARCEL;

THENCE ALONG THE NORTH LINE OF SAID 10.694 ACRE PARCEL NORTH 86° 13' 30" WEST FOR 865.82 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 19.161 ACRES MORE OR LESS, SUBJECT TO ALL HIGHWAYS, EASEMENTS, AND RESTRICTIONS OF RECORD.



Parcel 10 19.161 Acres GERMAN TOWNSHIP CLARK COUNTY, OHIO Page 3

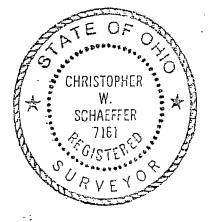
THIS TRACT IS NOT TO BE USED AS A SEPARATE BUILDING PARCEL, BUT TO BE ONLY USED IN CONJUNCTION WITH AN ADJOINING PARCEL.

AS SURVEYED IN JULY, 2007 BY SCHAEFFER ENGINEERING BY CHRISTOPHER W. SCHAEFFER, OHIO REGISTERED SURVEYOR NO. 7161.

BEARINGS BASED UPON THE CLARK AND CHAMPAIGN COUNTY LINE BEING NORTH 86° 25' 21" WEST.

12-13-2007 DATE

CHRISTOPHER W. SCHAEFFER OHIO REGISTERED SURVEYOR NO. 7161



Schaeffer Engineering

Parcel 12 4.713 ACRES GERMAN TOWNSHIP CLARK COUNTY, OHIO

SITUATE IN THE STATE OF OHIO, COUNTY OF CLARK, TOWNSHIP OF GERMAN, AND BEING PART OF SECTION 17, TOWN 4, RANGE 10, B.M.R.S., AND BEING PART OF A 140.80 ACRE TRACT CONVEYED TO DANIS CLARK CO. LANDFILL COMPANY BY DEED RECORDED IN VOLUME 866, PAGE 360 OF THE DEED RECORDS OF CLARK COUNTY, OHIO, AND BEING BOUNDED AND DESCRIBED MORE FULLY AS FOLLOWS:

BEGINNING AT A 5/8" IRON PIN (FOUND) BEING THE NORTHWEST CORNER OF SAID SECTION 17, AND ON THE CENTERLINE OF WILLOWDALE ROAD, AND ON THE LINE BETWEEN CLARK AND CHAMPAIGN COUNTIES; THENCE WITH THE WEST LINE OF SAID SECTION 17 AND THE CENTERLINE OF WILLOWDALE ROAD, SOUTH 03° 58' 51" WEST FOR 958.51 FEET TO A P.K. NAIL (FOUND) BEING THE SOUTHWEST CORNER OF A 28.927 ACRE PARCEL AS CONVEYED TO DANIS CLARK CO. LANDFILL COMPANY BY DEED RECORDED IN VOLUME 866, PAGE 360 AND THE NORTHWEST CORNER OF A 40.049 ACRE PARCEL AS CONVEYED TO JOSEPH W. JR. AND PATRICIA M. CLARK BY DEED RECORDED IN VOLUME 835, PAGE 684;

THENCE WITH THE SOUTH LINE OF SAID 28.927 ACRE PARCEL AND THE NORTH LINE OF SAID 40.049 ACRE PARCEL, SOUTH 86° 52' 54" EAST FOR 1558.25 FEET TO A 5/8" IRON PIN (FOUND) BEING THE NORTHEAST CORNER OF SAID 40.049 ACRE PARCEL AND THE NORTHWEST CORNER OF A 7.736 ACRE PARCEL AS CONVEYED TO TREMONT LANDFILL COMPANY AS PARCEL 2, TRACT 3, BY DEED RECORDED IN VOLUME 1828, PAGE 326;

THENCE WITH THE SOUTH LINE OF SAID 28.927 ACRE PARCEL AND THE NORTH LINE OF SAID 7.736 ACRE PARCEL, SOUTH 86° 52' 54" EAST FOR 300.07 FEET TO A 5/8" IRON PIN (SET) BEING THE NORTHEAST CORNER OF SAID 7.736 ACRE PARCEL, THE SOUTHEAST CORNER OF SAID 28.927 ACRE PARCEL, AND IN THE WEST LINE OF A 130.62 ACRE PARCEL AS CONVEYED TO DANIS CLARK CO. LANDFILL COMPANY BY DEED RECORDED IN VOLUME 866, PAGE 360;

THENCE WITH THE WEST LINE OF SAID 130.62 ACRE PARCEL AND THE EAST LINE OF SAID 7.736 ACRE PARCEL, SOUTH 04° 27' 28"

Parcel 12 4.713 ACRES GERMAN TOWNSHIP CLARK COUNTY, OHIO Page 2

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WEST FOR 597.76 FEET TO A 5/8" IRON PIN (FOUND) AT THE NORTHWEST CORNER OF A 10.694 ACRE PARCEL AS CONVEYED TO TREMONT LANDFILL COMPANY BY DEED RECORDED IN VOLUME 1647, PAGE 1105;

THENCE ALONG THE NORTH LINE OF SAID 10.694 ACRE PARCEL SOUTH 86° 13' 30" EAST FOR 865.82 FEET TO A 5/8-INCH IRON PIN (FOUND) AT THE NORTHEAST CORNER OF SAID 10.694 ACRE PARCEL;

THENCE ALONG THE EAST LINE OF SAID 10.694 ACRE PARCEL SOUTH 4° 09' 26" WEST FOR 60.59 FEET TO A 5/8-INCH IRON PIN (SET) IN THE SOUTH LINE OF SAID 130.62 ACRE PARCEL AND IN THE NORTH LINE OF SAID 140.80 ACRE PARCEL AND ALSO BEING THE TRUE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED;

THENCE ALONG THE SOUTH LINE OF SAID 130.62 ACRE PARCEL AND THE NORTH LINE OF SAID 140.80 ACRE PARCEL SOUTH 86° 15' 00" EAST FOR 245.55 FEET TO A 5/8-INCH IRON PIN (SET);

THENCE, LEAVING THE SOUTH LINE OF SAID 130.62 ACRE PARCEL AND THE NORTH LINE OF SAID 140.80 ACRE PARCEL, ALONG THE FOLLOWING TWO NEW DIVISION LINES:

- 1. SOUTH 4° 09' 27" WEST FOR 835.14 FEET TO A 5/8-INCH IRON PIN (SET);
- 2. NORTH 86° 42' 35" WEST FOR 245.57 FEET TO A 5/8-INCH IRON PIN (SET) IN THE EAST LINE OF SAID 10.694 ACRE PARCEL;

THENCE ALONG THE EAST LINE OF SAID 10.694 ACRE PARCEL NORTH 4° 09' 26" EAST FOR 837.11 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 4.713 ACRES MORE OR LESS, SUBJECT TO ALL HIGHWAYS, EASEMENTS, AND RESTRICTIONS OF RECORD.

THIS TRACT IS NOT TO BE USED AS A SEPARATE BUILDING PARCEL, BUT TO BE ONLY USED IN CONJUNCTION WITH AN ADJOINING PARCEL.

Parcel 12 4.713 ACRES GERMAN TOWNSHIP CLARK COUNTY, OHIO Page 3

Schaeffer Engineering

AS SURVEYED IN JULY, 2007 BY SCHAEFFER ENGINEERING BY CHRISTOPHER W. SCHAEFFER, OHIO REGISTERED SURVEYOR NO. 7161.

BEARINGS BASED UPON THE CLARK AND CHAMPAIGN COUNTY LINE BEING WORTH 86° 25' 21" WEST.

12-13-2007 DATE

CHRISTOPHER W. SCHAEFFER OHIO REGISTERED SURVEYOR NO. 7161



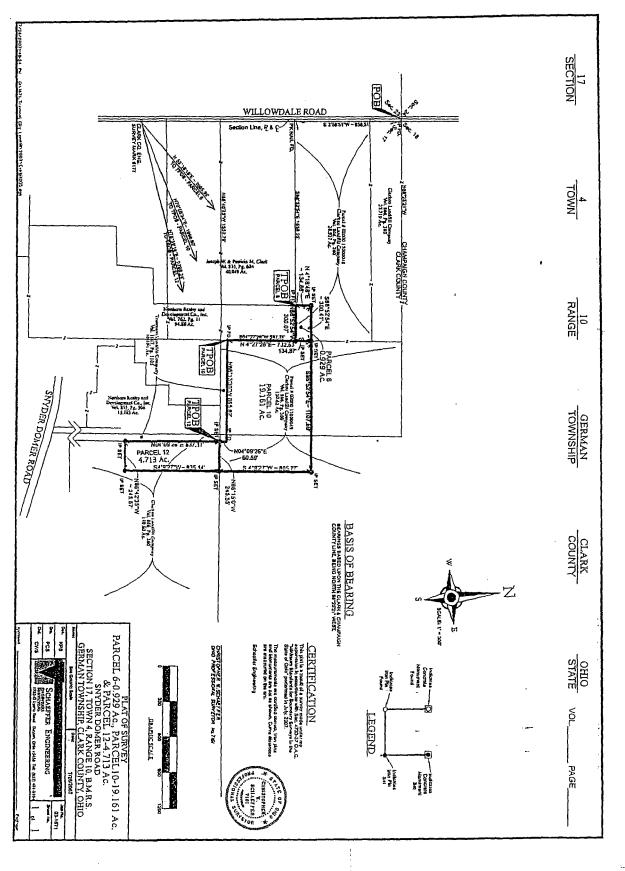


EXHIBIT "B" Permitted Encumbrances

Parcel 1:

- 1. Real Estate taxes and assessments which are a lien, but not yet due and payable; and,
- 2. Easements granted to The Ohio Edison Company as recorded in Deed Volume 305, Page 400 and Deed Volume 419, Page 386 and Deed Volume 323, Page 35.

Parcel No. 2:

- 1. Real Estate taxes and assessments which are a lien, but not yet due and payable;
- 2. Rights of Way for the transmission of electrical energy granted to The Ohio Edison Company as recorded in Deed Volume 305, Page 400 and Deed Volume 419, Page 386 and Deed Volume 631, Page 409 and Deed Volume 726, Page 721 and Deed Volume 883, Page 850 and Official Record Volume 13, Page 545;
- 3. Subject to and together with an easement for ingress and egress as fully set forth in Deed Volume 727, Page 930; and,
- 4. Non-Exclusive Easement for ingress and egress and access to Clarkco Landfill Co. LLC, an Ohio Limited Liability Company, as recorded in Official Record Volume 1647, Page 1109.

Parcel No. 3:

- 1. Real Estate taxes and assessments which are a lien, but not yet due and payable;
- 2. Right of Way and Easement for the transmission of electrical energy granted to The Dayton Power and Light Company as recorded in Deed Volume 410, Page 257;
- 3. Right of Way and Easement for the transmission of electrical energy granted to The Dayton Power and Light Company as recorded in Deed Volume 412, Page 570;
- 4. Easement for the distribution of electrical energy granted to The Ohio Edison Company as recorded in Deed Volume 305, Page 400;
- 5. Easement for the distribution of electrical energy granted to The Ohio Edison Company as recorded in Deed Volume 419, Page 386;
- 6. Conservation Easement as fully set forth in Deed Volume 303, Page 315;

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Page 1 of 4

- 7. Easement for the distribution of electrical energy granted to The Ohio Edison Company as recorded in Deed Volume 631, Page 409;
- 8. Easement for the distribution of electrical energy granted to The Ohio Edison Company as recorded in Deed Volume 726, Page 721;
- 9. Easement for ingress and egress as fully set forth in Deed Volume 727, Page 930;
- 10. Easement for the transmission of electrical energy granted to The Ohio Edison Company as recorded in Deed Volume 767, Page 204;
- 11. Right of Way as recorded in Deed Volume 560, Page 116;
- 12. Restrictions as contained in Deed Volume 835, Page 297;
- 13. Restrictions as contained in Deed Volume 835, Page 295;
- 14. Easement for the distribution of electrical energy including communication facilities granted to The Ohio Edison Company as recorded in Deed Volume 841, Page 988;
- 15. Easement for the distribution of electrical energy including communication facilities granted to The Ohio Edison Company as recorded in Deed Volume 883, Page 856; and,
- 16. Together with a non-exclusive easement for ingress and egress and access to Clarkco Landfill Co. LLC, an Ohio Limited Liability Company, as recorded in Official Record Volume 1647, Page 1109.

Parcel 4:

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- 1. Real Estate taxes and assessments which are a lien, but not yet due and payable;
- 2. Right of Way and easement as fully set forth in Deed Volume 560, Page 116;
- 3. Right of Way for the transmission of electrical energy granted to The Ohio Edison Company as recorded in Deed Volume 767, Page 204 and Deed Volume 571, Page 74 and Deed Volume 665, Page 351 and Deed Volume 730, Page 867;
- 4. Easement Accommodation Agreement as recorded in Deed Volume 435, Page 82; and,
- 5. Non-Exclusive Easement for ingress and egress and access, etc., granted to Clarkco Landfill Co., LLC, an Ohio Limited Liability Company, as recorded in Official Record Volume 1647, Page 1109.

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Parcel 6:

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- 1. Real Estate taxes and assessments which are a lien but not yet due and payable;
- 2. Title to that portion of the property within the bounds of any roads or highway;
- 3. Right of Way as fully set forth in Deed Volume 560, Page 116;
- 4. Easement for the distribution of electric current granted to The Ohio Edison Company as recorded in Deed Volume 767, Page 204; and,
- 5. Together with a non-exclusive easement for vehicular and pedestrian ingress, egress, and access, a non-exclusive easement for the installation, use, maintenance, and enjoyment of utilities, a non-exclusive easement for the drainage of surface water granted to the Clarkco Landfill Co. LLC, an Ohio Limited Liability Company as recorded in Official Record Volume 1647, Page 1109.

Parcel 10:

- 1. Real Estate taxes and assessments which are a lien but not yet due and payable;
- 2. Easement for the transmission of electrical energy granted to The Dayton Power and Light Company as recorded in Deed Volume 412, Page 570;
- 3. Right of Way as fully set forth in Deed Volume 560, Page 116;
- 4. Easement for the distribution of electric current granted to The Ohio Edison Company as recorded in Deed Volume 767, Page 204;
- 5. Easement Accommodations Agreement by and between The Dayton Power and Light Company, an Ohio Corporation, and Danis Clark Co. Landfill Company, an Ohio Corporation, dated September 13, 1995 and filed for record on September 22, 1995 and recorded in Official Record Volume 435, Page 82; and,
- 6. Together with a non-exclusive easement for vehicular and pedestrian ingress, egress, and access, a non-exclusive easement for the installation, use, maintenance, and enjoyment of utilities, a non-exclusive easement for the drainage of surface water granted to the Clarkco Landfill Co. LLC, an Ohio Limited Liability Company as recorded in Official Record Volume 1647, Page 1109.

Parcel 12:

1. Real Estate taxes and assessments which are a lien but not yet due and payable;

- 2. Easements for the transmission of electrical energy granted to The Ohio Edison Company as recorded in Deed Volume 571, Page 74 and Deed Volume 665, Page 351 and Deed Volume 730, Page 867;
- 3. Easement Accommodation Agreement as fully set forth in Deed Volume 435, Page 82; and,
- 4. Non-Exclusive Easement for ingress and egress and access to Clarkco Landfill Co. LLC, an Ohio Limited Liability Company, as recorded in Official Record Volume 1647, Page 1109.

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Instrument Volume Pase 200800007687 DR 1848 1802

200800007687 Filed for Record in CLARK COUNTY, DH NANCY PENCE 05-05-2008 At 03:06 pm. MISCELLANED 236.00 OK Volume 1848 Page 1802 - 1829

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant (the "Restrictive Covenant") is made by Clarkco Land Co LLC, an Ohio limited liability company, having offices at 110 N. Main St., Suite 1300, Dayton, Ohio 45402 ("Owner"), for the purpose of subjecting the Property (as defined herein) to the activity and use limitations and to the rights of access set forth herein.

WHEREAS, Owner is the owner of certain real property consisting of parcels of land situated in German Township, Clark County, Ohio and legally described in <u>Exhibit "A</u>" as modified by the deletion of the property described in <u>Exhibit "A-1"</u> hereto (collectively referred to herein as the "Property"); and,

WHEREAS, the Property is located immediately adjacent to certain real property owned by the Tremont Landfill Company that was used as a former landfill known as the Tremont City Landfill Site (the "Site"); and,

WHEREAS, certain portions of the Site were used for a barrel fill landfill operation; and,

WHEREAS, certain third parties known as the Tremont City Barrel Fill PRP Group also known as the Responsible Environmental Solutions Alliance ("RESA") pursuant to an Administrative Order on Consent ("AOC") dated and effective October 3, 2002 issued In the Matter of: Barrel Fill Operable Unit Remedial Investigation and Feasibility Study at the Tremont City Landfill Site, Docket Number V-W-03-C-719 by the United States Environmental Protection Agency ("U.S. EPA"), have been conducting a remedial investigation and feasibility study ("RI/FS") as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") 42 U.S.C. §9601, et seq. and CERCLA's associated regulations; and,

WHEREAS, the U.S. EPA and/or the Ohio Environmental Protection Agency ("Ohio EPA") may take action to require that certain third parties, including but not limited to RESA and its members, (collectively, such third parties are "Remedial Parties" for the purposes of this Restrictive Covenant) implement remedial actions at the Property in order to protect human health and the environment; and,

WHEREAS, in order to implement the AOC and any remedy that may be selected for the Site, including operation and maintenance of the remedy, it is necessary that U.S. EPA, its

200800007687 CDLE ACTON HARMON DUNN HDLD representatives and contractors, the Remedial Parties, their representatives and contractors, and to 2000 and contractors, have access to the Site over the Property and to 2000 install and maintain remediation, monitoring or investigation wells and to restrict specified uses

Volume Page

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Instrument

NOW THEREFORE, Owner for itself and its successors and assigns hereby enters into this Declaration of Restrictive Covenant to impose and create the restrictions, rights, reservations, limitations, agreements, covenants and conditions on the Property.

of the Property as stated herein for the purpose of protecting human health and the environment.

1. <u>Property</u>. This Restrictive Covenant concerns approximately 321.45<u>+</u> acres of real property in German Township, Clark County, Ohio and more particularly described in <u>Exhibit "A"</u> as modified by the deletion of the property described in <u>Exhibit "A-1"</u> attached hereto and hereby incorporated by reference herein (the "Property").

2. <u>Owner</u>. Clarkco Land Co LLC, an Ohio limited liability company, having offices at 110 N. Main St., Suite 1300, Dayton, Ohio 45402 ("Owner") is the owner of the Property.

3. <u>Activity and Use Limitations</u>. In order for the AOC to be implemented, to facilitate the implementation of future monitoring and remedial work by U.S. EPA, Ohio EPA and/or Remedial Parties, and to protect human health and the environment, Owner hereby imposes and agrees to comply with the following activity and use limitations (collectively the "Restrictive Covenants"):

A. No water wells, either for potable or other use, with the exception of remediation, monitoring, or investigation wells, shall be installed on any part of the Property. Notwithstanding the foregoing, no one shall install remediation, monitoring, or investigation wells without the prior written consent of U.S. EPA or Ohio EPA. In no event shall any groundwater under the Property be used as a potable supply of water.

B. The Property shall not be used for Residential Activities. The term "Residential Activities" shall include, but not be limited to, the following:

- i. Single and multi-family dwelling and rental units;
- ii. Day care centers and preschools;
- iii. Hotels and motels;
- iv. Educational (except as a part of other permitted activities within the Property) and religious facilities;
- v. Recreational facilities (to the extent that such facilities are a part of a residential development);
- vi. Hospitals and other extended care medical facilities; and,
- vii. Transient or other residential facilities.

C. Any future use of the Property must be protective of human health and the environment and is the sole responsibility of the Owner and/or Transferee, as defined herein, to ensure that the Property is not used for Residential Activities.

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4. <u>Running with the Land</u>. This Restrictive Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, subject to amendment or termination as set forth herein. The term "Transferee", as used in this Restrictive 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.

5. <u>Compliance Enforcement</u>. Owner, the Remedial Parties, Ohio EPA and U.S. EPA shall have the right to enforce the Restrictive Covenants. The right of enforcement shall include the right to recover damages and/or seek injunctive relief to prevent or remove the violation of any one or more of the Restrictive Covenants. Failure to timely enforce compliance with this Restrictive Covenant or the 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 Restrictive Covenant shall restrict the Director of Ohio EPA and the Administrator of U.S. EPA from exercising any authority under applicable law.

6. <u>Rights of Access</u>. Owner hereby grants Ohio EPA, U.S. EPA and the Remedial Parties, their agents, contractors, and employees: (a) the right of access to the Property for implementation or enforcement of this Restrictive Covenant; (b) any performance required under the AOC and/or any future AOC or Consent Decree; and/or (c) any other work the Remedial Parties, may need to perform relating to the barrel fill landfill operation.

7. <u>Notice upon Conveyance</u>. 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 Restrictive Covenant, and provide the recorded location of this Restrictive Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN RESTRICTIVE COVENANT, DATED ______, 200_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE CLARK COUNTY RECORDER ON ______, 200_, IN [DOCUMENT ____, or BOOK, _____PAGE _____]. THE RESTRICTIVE COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

No water wells, either for potable or other use, with the exception of remediation, monitoring, or investigation wells, shall be installed on any part of the Property. Notwithstanding the foregoing, no one shall install remediation or monitoring wells without the prior written consent of U.S. EPA or Ohio EPA. In no event shall any groundwater under the Property be used as a potable supply of water.

The Property shall not be used for Residential Activities. The term "Residential Activities" shall include, but not be limited to, the following:

- i. Single and multi-family dwelling and rental units;
- ii. Day care centers and preschools;
- iii. Hotels and motels;
- iv. Educational (except as a part of other permitted activities within the Property) and religious facilities;
- v. Entertainment and recreational facilities (to the extent that such facilities are a part of a residential development);
- vi. Hospitals and other extended care medical facilities; and,
- vii. Transient or other residential facilities.

Any future use of the Property must be protective of human health and the environment and is the sole responsibility of the Owner and/or Transferee to ensure the Property is not used for Residential Activities.

Owner or any subsequent Transferee shall notify U.S. EPA and Ohio EPA within ten (10) days after each conveyance of an interest in any portion of the Property. Notice by the Owner or subsequent Transferee shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, a legal description of the Property being transferred, a survey map of the Property being transferred; and the closing date of the transfer of ownership of the Property.

8. <u>Representations and Warranties</u>. Owner hereby represents and warrants that:

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 only to the encumbrances listed and described in <u>Exhibit "B"</u> hereto, which is fully incorporated by reference herein;

C. that the Owner has the power and authority to enter into this Restrictive Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;

D. that the Owner has identified all other parties, described above, that hold any interest (e.g., encumbrance) in the Property and notified such parties of the Owner's intention to enter into this Restrictive Covenant; and

E. that this Restrictive Covenant does 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.

9. <u>Amendment or Termination</u>. This Restrictive Covenant may be amended or terminated only by written consent of all of the following: the Owner or a Transferee, the Remedial Parties, U.S. EPA and the Ohio EPA. Amendment means any changes to the Restrictive 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. Termination means the elimination of all activity and use limitations set forth herein and all other obligations under this Restrictive Covenant.

This Restrictive Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA, the Administrator of U.S. EPA or his delegee and the Owner or Transferee 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 Restrictive Covenant, the Owner or Transferee shall file such instrument for recording with the Clark or Champaign County Recorder's Office, as applicable, and shall provide a true copy of the recorded Instrument to Ohio EPA.

10. <u>Severability</u>. If any provision of this Restrictive 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.

11. <u>Governing Law</u>. This Restrictive Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.

12. <u>Effective Date</u>. The effective date of this Restrictive Covenant shall be the date upon which the fully executed Restrictive Covenant has been recorded as a deed record for the Property with the Clark County Recorder's Office.

The undersigned representative of Owner represents and certifies that he/she is authorized to execute this Restrictive Covenant.

IT IS SO AGREED:

CLARKCO LAND CO LLC, an Ohio limited liability company

Signature bf Owner THOMAS J ANIS

Printed Name and Title

Date

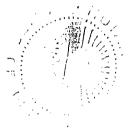
Rep-RepState of <u>OHIO</u> County of <u>MONTBOMERY</u>)

Before me, a notary public, in and for said county and state, personally appeared Thomas J. Dan's a duly authorized representative of CLARKCO LAND CO LLC who acknowledged to me that [he, she] did execute the foregoing instrument on behalf of Clarkco Land Co LLC.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 15T day of MAY, 2008.

Notary Public

GLORIA A. CROLEY, Notary Public In and for the State of Ohio My Commission Expires February 3, 2009



This Instrument Prepared By:

WALTER & HAVERFIELD LLP The Tower at Erieview 1301 East 9th Street, Suite 3500 Cleveland, Ohio 44114-1821 (216)781-1212

EXHIBIT "A" Legal Descriptions

Parcel 1:

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Situate in the Township of German, County of Clark, State of Ohio and being part of the Northeast Quarter of Section 17, Township 4, Range 10, MRS, and beginning at a stone on the East boundary line of said Section and at the Southeast corner of Israel Kesler's land; thence running with the South line North 88 degrees West 16.76 poles to a stone; thence South 20 degrees East 19.60 poles to a stone; thence South 88 degrees East 9.50 poles to a stone on the section line; thence with the same North 10 degrees 15 minutes East 19.28 poles to the place of beginning, containing 1.5 acres, more or less.

Clark County Parcel No. 050-02-00017-000-006

Parcel 2:

Situate in the Township of German, County of Clark, State of Ohio and located in Section 16, Town 4, Range 10, and being a tract of land described as follows:

Beginning at a stone at the Northeast corner of said Section;

Thence with the North line of said Section, North 84 degrees 59 minutes 48 seconds West for 346.59 feet to an iron pin at the Northwest corner of land conveyed to Mohamed Rahimuddin, et al., by deed recorded in Volume 746, Page 498 in the Deed Records of Clark County, Ohio and the true point of beginning of this parcel;

Thence with the West line of said Rahimuddin land, South 17 degrees 03 minutes 21 seconds West for 313.50 feet to a railroad spike; thence continuing with the West line of said Rahimuddin land, South 17 degrees 03 minutes 21 seconds West for 109.22 feet to a railroad spike in the centerline of Snyder-Domer Road;

Thence with the centerline of said Snyder-Domer Road on the following three courses: North 16 degrees 48 minutes 29 seconds West for 56.94 feet to a railroad spike, North 33 degrees 25 minutes 17 seconds West for 163.46 feet to a railroad spike and North 58 degrees 00 minutes 43 seconds West for 293.41 feet to a railroad spike;

Thence North 20 degrees 14 minutes 28 seconds East for 102.96 feet to an iron pin in the North line of said Section 16, said iron pin being also a corner in the South line of land conveyed to Elbert R. Hatton, et al., by deed recorded in Volume 790, Page 638 in the Deed Records of Clark County, Ohio;

Thence with the North line of said Section 16 and with the South line of said Hatton land, and with the Eastern extension of the South line of said Hatton land, South 84 degrees 59 minutes 48 seconds East for 445.42 feet to the point of beginning, containing 2.263 acres, more or less, and subject to all legal highways, easements, restrictions and agreements of record, according to a

survey of said premises by Luis G. Riancho, Registered Surveyor, State of Ohio #5287, dated December 11, 1986, Volume 5, Page 1201.

Clark County Parcel No. 050-02-00016-000-014

Parcel 3:

Situate in the Township of German, County of Clark, State of Ohio and bounded and described as follows:

Beginning at a point in the South line of Section 17, Township 4, Range 10 M.R.S., 100 poles West of the Southeast corner of said Section; thence West with the South line of said section 60 poles to the bank of Chapman's Creek at a point on the East line of O. Armstrong's land; thence North with the East line of said land 224.17 poles, more or less, to the South line of a tract of 16 acres of land conveyed to Israel Kesler by John Kesler, by deed dated October 1, 1853, recorded in Volume 30, Page 532, Deed Records of Clark County, Ohio; thence East with said South line of Israel Kesler's land, 145 poles, more or less, to the Northwest corner of land conveyed to Nancy Seger by John Buehler by deed dated May 24, 1860, recorded in Volume 52, Page 174, Deed Records of Clark County, Ohio; thence South 20 degrees East 19.60 poles to a stone; thence South 88 degrees East 9.50 poles to a stone on the East line of said Section 17; thence South 01 degrees 15 minutes West 45.72 poles, more or less, to the Southeast corner of the Northeast Quarter of said Section; thence West 59.40 poles, more or less, to a stone; thence South 01 degrees 30 minutes West 79.96 poles to a stone; thence North 89 degrees West 41.61 poles; thence South 80.04 poles, more or less, to the place of beginning, excepting therefrom one acre, more or less, South of the center of the Snyder and Domer Road which was conveyed to Oley W. Linebaugh by John Buehler by deed dated June 14, 1881, recorded in Volume 77, Page 219, Deed Records of Clark County, Ohio and being about 140.8 acres, more or less.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL ESTATE:

Situate in the Township of German, County of Clark, State of Ohio and being part of Section 17, Town 4, Range 10, B.M.R.S., and being part of a 130.62 acre tract and part of a 140.80 acre tract both conveyed to Clarkco Landfill Company by deed recorded in Volume 866, Page 360 of the Deed Records of Clark County, Ohio, and being bounded and described more fully as follows:

Beginning at a 5/8 inch iron pin (found) being the Northwest corner of said Section 17, and on the centerline of Willowdale Road, and on the line between Clark and Champaign Counties; thence with the West line of said Section 17 and the centerline of Willowdale Road, South 03 degrees 58 minutes 51 seconds West for 958.51 feet to a p.k. nail (found) being the Southwest corner of a 28.927 acre parcel as conveyed to Clarkco Landfill Company by deed recorded in Volume 866, Page 360 and the Northwest corner of a 40.049 acre parcel as conveyed to Joseph W. and Patricia M. Clark by deed recorded in Volume 835, Page 684;

Thence with the South line of said 28.927 acre parcel and the North line of said 40.049 acre parcel, South 86 degrees 52 minutes 54 seconds East for 1558.255 feet to a 5/8 inch iron pin (found) being the Northeast corner of said 40.049 acre parcel and a Northwest corner of a 94.80

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acre parcel as conveyed to Northern Realty and Development Company by deed recorded in Volume 762, Page 11;

Thence with the South line of said 28.927 acre parcel and the North line of said 94.80 acre parcel, South 86 degrees 52 minutes 54 seconds East for 300.07 feet to a 5/8 inch iron pin (found) being the Northeast corner of said 94.80 acre parcel, the Southeast corner of said 28.927 acre parcel, and in the West line of said 130.62 acre parcel;

Thence with the West line of said 130.62 acre parcel and an East line of said 94.80 acre parcel, South 04 degrees 27 minutes 28 seconds West for 597.76 feet to a 5/8 inch iron pin (set) being the true point of beginning of the land herein described;

Thence along the following four (4) new division lines:

- 1. thence South 86 degrees 13 minutes 30 seconds East for 865.82 feet to a 5/8 inch iron pin (set);
- 2. thence South 04 degrees 09 minutes 26 seconds West for 2991.47 feet to a 5/8 inch iron pin (set);
- 3. thence South 85 degrees 50 minutes 34 seconds East for 336.00 feet to a 5/8 inch iron pin (set);
- 4. thence South 04 degrees 09 minutes 26 seconds West for 713.26 feet (passing a 5/8 inch iron pin (set) at 690.26 feet) to a mag nail (set) in the Southern boundary of said 140.80 acre parcel in the centerline of Snyder Domer Road;

Thence with the Southern boundary of said 140.80 acre parcel and the centerline of said Snyder Domer Road, North 56 degrees 14 minutes 59 seconds West for 455.41 feet to a mag nail (set) being the Southwest corner of said 140.80 acre parcel and the Southeast corner of a 15.183 acre parcel as conveyed to the Northern Realty and Development Company by deed recorded in Volume 815, Page 506;

Thence with the West line of said 140.80 acre parcel and the East line of said 15.183 acre parcel, North 04 degrees 09 minutes 26 seconds East for 3418.82 feet (passing a 5/8 inch iron pin (found) at 23.00 feet) to a 5/8 inch iron pin (found) being the Northwest corner of said 140.80 acre parcel and the Northeast corner of said 15.183 acre parcel;

Thence with the North line of said 15.183 acre parcel and the Southern boundary of said 130.62 acre parcel, North 86 degrees 04 minutes 57 seconds West for 246.06 feet to a 5/8 inch iron pin (found) being the Northwest corner of said 15.183 acre parcel and a Northeast corner of said 94.80 acre parcel;

Thence continuing with the Southern boundary of said 130.62 acre parcel and the Northern boundary of said 94.80 acre parcel, North 86 degrees 13 minutes 30 seconds West for 560.07 feet to a stone (found) being the Southwest corner of said 140.80 acre parcel in the Northern boundary of said 94.80 acre parcel;

Thence with the West line of said 130.62 acre parcel and the Eastern boundary of said 94.80 acre parcel, North 04 degrees 27 minutes 28 seconds East for 60.00 feet to the true point of beginning, containing 10.694 acres, more or less, and subject to all legal highways, easements, and restrictions of record.

As surveyed in October, 2003, by Schaeffer, Amos and Hughes, LLC, by Terry W. Hughes, Ohio Registered Surveyor #7965 with bearings based upon the Clark and Champaign County tine being North 86 degrees 25 minutes 21 seconds West.

Clark County Parcel No. 050-02-00017-000-020

Parcel 4:

Situate in the Township of German, County of Clark, State of Ohio and in Section 17, Town 4, Range 10 and being a tract of land described as follows:

Beginning at a stone at the Southeast corner of said Section 17; thence North 84 degrees 59 minutes 48 seconds West for 321.75 feet to an iron pin at the Southwest corner of land conveyed to Mohammad Rahimuddin, et al., by deed recorded in Volume 746, Page 498 in the Deed Records of Clark County, Ohio and the true point of beginning of this parcel;

Thence continuing with the South line of said Section 17, North 84 degrees 59 minutes 48 seconds West for 237.24 feet to an iron pin at the Southeast corner of land conveyed to Elbert R. Hatton, et al., by deed recorded in Volume 790, Page 638 in the Deed Records of Clark County, Ohio;

Thence with the East line of said Hatton land, North 05 degrees 00 minutes 39 seconds East for 440.94 feet to an iron pin at the Northeast corner of said Hatton land;

Thence with the North line of said Hatton land, North 84 degrees 59 minutes 48 seconds West for 588.37 feet to a stone at the Northwest corner of said Hatton land;

Thence with the West line of said Hatton land, South 05 degrees 00 minutes 39 seconds West for 440.94 feet to an iron pin in the Southwest corner of said Hatton land and the South line of said Section 17 and the centerline of Snyder-Domer Road;

Thence with the South line of said Section 17 and with the centerline of said Snyder-Domer Road, North 84 degrees 59 minutes 48 seconds West for 510.32 feet to an iron pin at the Southeast corner of land conveyed to Northern Realty & Development Co. by deed recorded in Volume 815, Page 508 in the Deed Records of Clark County, Ohio;

Thence with the East line of said Northern Realty land, North 05 degrees 03 minutes 50 seconds East for 1357.70 feet to an iron pin;

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Thence continuing with the East line of said Northern Realty land, South 84 degrees 56 minutes 51 seconds East for 688.71 feet to an iron pin at the Southwest corner of land conveyed to Mary L. Gard, et al., by deed recorded in Volume 803, Page 648 in the Deed Records of Clark County, Ohio;

Thence with the South line of said Gard land, South 76 degrees 08 minutes 58 seconds East for 580.39 feet to an iron pin in the West line of said Rahimuddin land;

Thence with the West line of said Rahimuddin land on the following two courses: South 55 degrees 50 minutes 08 seconds East for 89.05 feet to an iron pin and South 05 degrees 15 minutes 33 seconds West for 1224.47 feet to the point of beginning, containing 34.955 acres, more or less, and subject to all legal highways, easements, restrictions and agreements of record, according to a survey of said premises by Luis G. Riancho, Registered Surveyor, State of Ohio #5287, dated December 11, 1986. (Engineer Survey Records 5, Page 1201)

Clark County Parcel No. 050-02-00017-000-023

Parcel 5:

Situate in the Township of German, County of Clark, State of Ohio and located in Section 16 and 17, Town 4, Range 10 and being a tract of land described as follows:

Beginning at a stone at the Northeast corner of said Section 16;

Thence with the North line of said Section 16, North 84 degrees 59 minutes 48 seconds West for 558.99 feet to an iron pin at the true point of beginning;

Thence with the North line of said Section 16, North 84 degrees 59 minutes 48 seconds West for 233.02 feet to an iron pin;

Thence South 20 degrees 14 minutes 28 seconds West for 86.11 feet to an iron pin in the Snyder-Domer Road said iron pin being North 20 degrees 14 minutes 28 seconds East for 16.85 feet from the centerline of said Snyder-Domer Road;

Thence with the Snyder-Domer Road in a Northwestwardly direction 16.50 feet Northeast of and parallel to the centerline of said Snyder-Domer Road, North 60 degrees 11 minutes 16 seconds West for 198.00 feet to an iron pin in the North line of said Section 16 and in a South line of said Section 17;

Thence with the South line of said Section 17, North 84 degrees 59 minutes 48 seconds West for 152.99 feet to an iron pin;

Thence North 05 degrees 00 minutes 39 seconds East for 440.94 feet to a stone;

Thence South 84 degrees 59 minutes 48 seconds East for 588.37 feet to an iron pin;

Thence South 05 degrees 00 minutes 39 seconds West for 440.94 feet to the point of beginning, containing 6.149 acres, more or less, and subject to all legal highways, easements, restrictions, and agreements of record, according to a survey of said premises by Luis G. Riancho, Registered Surveyor, State of Ohio #5287, dated March 4, 1987.

Clark County Parcel No.050-02-00017-000-024

Parcel 6:

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Situate in partly in Section 17, Town 4, Range 10 BMRS, Township of German, County of Clark, State of Ohio and partly in Section 18, Town 4, Range 10 BMRS, Township of Mad River, County of Champaign, State of Ohio and being more particularly described as follows:

Beginning at an iron pin at the Northwest corner of said Section 17 of German Township, said point being in the South line of said Champaign County, said point also being in the centerline of Willowdale Road;

Thence with the West line of said Section 18 of Champaign County, and with the centerline of said Willowdale Road, North 04 degrees 02 minutes 26 seconds East for 217.90 feet to a p.k. nail at the Southwest corner of land conveyed to David Smith as recorded in Volume 205, Page 138 in the Deed Records of Champaign County, Ohio;

Thence with the South line of said Smith land, South 86 degrees 10 minutes 18 seconds East for 159.64 feet to an iron pin at the Southeast corner of said Smith land;

Thence with the East line of said Smith land, North 04 degrees 08 minutes 21 seconds East for 284.19 feet to an iron pin at the Southwest corner of land conveyed to Orrin Grosjean as recorded in Volume 245, Page 959 in the Deed Records of Champaign County, Ohio;

Thence with the South line of said Grosjean land and with the South line of land conveyed to Orrin Grosjean in Microfiche No. 4-737 in the Deed Records of Champaign County, Ohio, South 85 degrees 35 minutes 27 seconds East for 1709.73 feet to an iron pin in the West line of land conveyed to Margaret Becker, et al., as recorded in Volume 246, Page 622 in the Deed Records of Champaign County, Ohio;

Thence with the West line of said Becker land, and with the West line of land conveyed to Margaret Becker, et al., as recorded in Volume 786, Page 507 in the Deed Records of Clark County, Ohio, South 04 degrees 28 minutes 04 seconds West for 743.11 feet to an iron pin at the Northeast corner of land conveyed to Richard D. Smith as recorded in Volume 786, Page 297 in the Deed Records of Clark County, Ohio, passing the North line of Clark County and the South line of Champaign County at 476.62 feet;

Thence with the North line of the last mentioned Smith land, North 86 degrees 54 minutes 13 seconds West for 1864.26 feet to a spike in the West line of said Section 17 and the centerline of said Willowdale Road;

Thence with the West line of said Section 17 and the centerline of said Willowdale Road, North 03 degrees 59 minutes 04 seconds East for 282.12 feet to the TRUE POINT OF BEGINNING, containing 31.719 acres, more or less, and subject to all legal highways, easements, restrictions, reservations, and agreements of record, according to a survey of said premises by Gerald Macy, Registered Surveyor, State of Ohio No. 6757.

NOTE: 19.974 acres of the above described tract of land are in Champaign County and 11.745 acres are within Clark County.

Clark County Parcel No. 050-02-00017-000-047 Champaign County Parcel No. G21-07-10-18-00-019-00

Parcel 7:

Situate in the Township of German, County of Clark, State of Ohio and located in Section 17, Town 4, Range 10 BMRS and being more particularly described as follows:

Beginning at a spike in the West line of said Section 17 and the centerline of Willowdale Road, said spike being South 03 degrees 59 minutes 04 seconds West for 282.12 feet from an iron pin at the Northwest corner of said Section 17 and the North line of said Clark County, said beginning point being the Southwest corner of land conveyed to Richard D. and C. Michael Smith as recorded in Volume 240, Page 678 in the Deed Records of Clark County, Ohio;

Thence with the South line said Smith land, South 86 degrees 54 minutes 13 seconds East for 1864.26 feet to an iron pin in the West line of land conveyed to Margaret Becker, et al., as recorded in Volume 786, Page 507 in the Deed Records of Clark County, Ohio;

Thence with the West line of said Becker land, South 04 degrees 28 minutes 04 seconds West for 677.13 feet to an iron pin at the Northeast corner of land conveyed to F. Thomas Smith as recorded in Volume 786, Page 299 in the Deed Records of Clark County, Ohio;

Thence with the North line of said Smith land, North 86 degrees 54 minutes 13 seconds West for 1858.54 feet to a spike in the West line of said Section 17 and the centerline of said Willowdale Road;

Thence with the West line of said Section 17 and the centerline of said Willowdale Road, North 03 degrees 59 minutes 04 seconds East for 677.02 feet to the TRUE POINT OF BEGINNING, containing 28.927 acres, more or less, and subject to all legal highways, easements, restrictions, and agreements of record, according to a survey of said premises by Gerald Macy, Registered Surveyor, State of Ohio No. 6757.

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Clark County Parcel No. 050-02-00017-000-048

Parcel 8:

Situate in the Township of German, County of Clark, State of Ohio and located partly in Section 11 and partly in Section 17, Town 4, Range 10 BMRS, and being more particularly described as follows:

Beginning at an iron pin at the Northwest corner of said Section 17 of German Township said point being in the North line of said Clark County, said point being also in the centerline of Willowdale Road;

Thence with the North line of said Section 17 and with the North line of said Clark County, South 86 degrees 25 minutes 21 seconds East for 1866.31 feet to an iron pin at the Northwest corner of land conveyed to Margaret Becker, et al., as recorded in Volume 786, Page 507 in the Deed Records of Clark County, Ohio and being the true point of beginning;

Thence with the North line of said Section 17 and with the North line of said Section 11 and with the North line of said Clark County, and with the North line of said Becker land, South 86 degrees 25 minutes 21 seconds East for 3652.15 feet to a stone at the Northwest corner of land conveyed to Dora M. Woodward as recorded in Volume 641, Page 220 in the Deed Records of Clark County, Ohio, and passing the Northeast corner of said Section 17 at 3465.65 feet;

Thence with the West line of said Woodward land, South 12 degrees 48 minutes 55 seconds West for 1270.55 feet to a stone at the Northwest corner of land conveyed to Herman L. and Dorothy D. Canter as recorded in Volume 449, Page 16 in the Deed Records of Clark County, Ohio;

Thence with the West line of said Canter land, South 04 degrees 18 minutes 52 seconds West for 358.43 feet to an iron pin at the Northeast corner of land conveyed to Northern Realty and Development Company as recorded in Volume 813, Page 222 in the Deed Records of Clark County, Ohio;

Thence with the North line of said Northern Realty and Development Company, North 86 degrees 15 minutes 39 seconds West for 2662.51 feet to a fence corner post at the Northeast corner of land conveyed to Northern Realty and Development Company as recorded in Volume 815, Page 508 in the Deed Records of Clark County, Ohio;

Thence with the North line of last mentioned Northern Realty and Development Company and with the North line land conveyed to Northern Realty and Development Company Inc. in Volume 762, Page 11, in the Deed Records of Clark County, Ohio, North 86 degrees 08 minutes 19 seconds West for 805.97 feet to a stone at the Southwest corner of said Becker land;

Thence with the West line of said Becker land, North 04 degrees 28 minutes 04 seconds East for 1601.18 feet to the true point of beginning, containing 130.620 acres, more or less, and subject to all legal highways, easements, restrictions, and agreements of record, according to a survey of said premises by Gerald Macy, Registered Surveyor, State of Ohio No. 6757, dated December 10, 1987. Survey Number Volume 6, Page 1405.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL ESTATE:

Situate in the Township of German, County of Clark, State of Ohio and being part of Section 17, Town 4, Range 10 BMRS, and being part of a 130.62 acre tract and part of a 140.80 acre tract both conveyed to Clarkco Landfill Company by deed recorded in Volume 866, Page 360 of the Deed Records of Clark County, Ohio and being bounded and described more fully as follows:

Beginning at a 5/8 inch iron pin (found) being the Northwest corner of said Section 17, and on the centerline of Willowdale Road, and on the line between Clark and Champaign Counties; thence with the West line of said Section 17 and the centerline of Willowdale Road, South 03 degrees 58 minutes 51 seconds West for 958.51 feet to a p.k. nail (found) being the Southwest corner of a 28.927 acre parcel as conveyed to Clarkco Landfill Company by deed recorded in Volume 866, Page 360 and the Northwest corner of a 40.049 acre parcel as conveyed to Joseph W. and Patricia M. Clark by deed recorded in Volume 835, Page 684;

Thence with the South line of said 28.927 acre parcel and the North line of said 40.049 acre parcel, South 86 degrees 52 minutes 54 seconds East for 1558.25 feet to a 5/8 inch iron pin (found) being the Northeast corner of said 40.049 acre parcel and a Northwest corner of a 94.80 acre parcel as conveyed to Northern Realty and Development Company by deed recorded in Volume 762, Page 11;

Thence with the South line of said 28.927 acre parcel and the North line of said 94.80 acre parcel, South 86 degrees 52 minutes 54 seconds East for 300.07 feet to a 5/8 inch iron pin (found) being the Northeast corner of said 94.80 acre parcel, the Southeast corner of said 28.927 acre parcel, and the West line of said 130.62 acre parcel;

Thence with the West line of said 130.62 acre parcel and East line of said 94.80 acre parcel, South 04 degrees 27 minutes 28 seconds West for 597.76 feet to a 5/8 inch iron pin (set) being the true point of beginning of the land herein described;

Thence along the following four (4) new division lines:

- 1. Thence South 86 degrees 13 minutes 30 seconds East for 865.82 feet to a 5/8 inch iron pin (set);
- 2. Thence South 04 degrees 09 minutes 26 seconds West for 2991.47 feet to a 5/8 inch iron pin (set);
- 3. Thence South 85 degrees 50 minutes 34 seconds East for 336.00 feet to a 5/8 inch iron pin (set);
- 4. Thence South 04 degrees 09 minutes 26 seconds West for 713.26 feet (passing a 5/8 inch iron pin (set) at 690.26 feet) to a mag nail (set) in the Southern boundary of said 140.80 acre parcel in the centerline of Snyder Domer Road;

Thence with the Southern boundary of said 140.80 acre parcel and the centerline of said Snyder Domer Road, North 56 degrees 14 minutes 59 seconds West for 455.41 feet to a mag nail (set) being the Southwest corner of said 140.80 acre parcel and the Southeast corner of a 15.183 acre

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parcel as conveyed to the Northern Realty and Development Company by deed recorded in Volume 815, Page 506;

Thence with the West line of said 140.80 acre parcel and the East line of said 15.183 acre parcel, North 04 degrees 09 minutes 26 seconds East for 3418.82 feet (passing a 5/8 inch iron pin (found) at 23.00 feet) to a 5/8 inch iron pin (found) being the Northwest corner of said 140.80 acre parcel and the Northeast corner of said 15.183 acre parcel;

Thence with the North line of said 15.183 acre parcel and the Southern boundary of said 130.62 acre parcel, North 86 degrees 04 minutes 57 seconds West for 246.06 feet to a 5/8 inch iron pin (found) being the Northwest corner of said 15.183 acre parcel and a Northeast corner of said 94.80 acre parcel;

Thence continuing with the Southern boundary of said 130.62 acre parcel and the Northern boundary of said 94.80 acre parcel, North 86 degrees 13 minutes 30 seconds West for 560.07 feet to a stone (found) being the Southwest corner of said 140.80 acre parcel in the Northern boundary of said 94.80 acre parcel;

Thence with the West line of said 130.62 acre parcel and the Eastern boundary of said 94.80 acre parcel, North 04 degrees 27 minutes 28 seconds East for 60.00 feet to the true point of beginning, containing 10.694 acres, more or less, and subject to all legal highways, easements, and restrictions of record.

As surveyed in October, 2003, by Schaeffer, Amos and Hughes, LLC, by Terry W. Hughes, Ohio Registered Surveyor #7965 with bearings based upon the Clark and Champaign County Line being North 86 degrees 25 minutes 21 seconds West.

Clark County Parcel No. 050-02-00017-000-049

Exception From Legal Description

The property described in Exhibit A-1 attached hereto shall be excepted from the property described in this Exhibit A.

De:



Parcel 6 0.929 ACRES GERMAN TOWNSHIP CLARK COUNTY, OHIO

SITUATE IN THE STATE OF OHIO, COUNTY OF CLARK, TOWNSHIP OF GERMAN, AND BEING PART OF SECTION 17, TOWN 4, RANGE 10, B.M.R.S., AND BEING PART OF A 28.927 ACRE TRACT CONVEYED TO DANIS CLARK CO. LANDFILL COMPANY BY DEED RECORDED IN VOLUME 866, PAGE 360 OF THE DEED RECORDS OF CLARK COUNTY, OHIO, AND BEING BOUNDED AND DESCRIBED MORE FULLY AS FOLLOWS:

BEGINNING AT A 5/8" IRON PIN (FOUND) BEING THE NORTHWEST CORNER OF SAID SECTION 17, AND ON THE CENTERLINE OF WILLOWDALE ROAD, AND ON THE LINE BETWEEN CLARK AND CHAMPAIGN COUNTIES; THENCE WITH THE WEST LINE OF SAID SECTION 17 AND THE CENTERLINE OF WILLOWDALE ROAD, SOUTH 03° 58' 51" WEST FOR 958.51 FEET TO A P.K. NAIL (FOUND) BEING THE SOUTHWEST CORNER OF SAID 28.927 ACRE PARCEL AND THE NORTHWEST CORNER OF A 40.049 ACRE PARCEL AS CONVEYED TO JOSEPH W. JR. AND PATRICIA M. CLARK BY DEED RECORDED IN VOLUME 835, PAGE 684;

THENCE WITH THE SOUTH LINE OF SAID 28.927 ACRE PARCEL AND THE NORTH LINE OF SAID 40.049 ACRE PARCEL, SOUTH 86° 52' 54" EAST FOR 1558.25 FEET TO A 5/8" IRON PIN (FOUND) BEING THE NORTHEAST CORNER OF SAID 40.049 ACRE PARCEL AND A NORTHWEST CORNER OF A 7.736 ACRE PARCEL AS CONVEYED TO TREMONT LANDFILL COMPANY AS PARCEL 2, TRACT 3 BY DEED RECORDED IN VOLUME 1828, PAGE 326 AND ALSO BEING THE TRUE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED;

THENCE, LEAVING THE SOUTH LINE OF SAID 28.927 ACRE PARCEL, ALONG THE FOLLOWING TWO NEW DIVISION LINES:

- 1. NORTH 4° 18' 48" EAST FOR 134.86 FEET TO A 5/8-INCH IRON PIN (SET);
- 2. SOUTH 86° 52' 54" EAST FOR 300.41 FEET TO A 5/8-INCH IRON PIN (SET) IN THE EAST LINE OF SAID 28.927 ACRE PARCEL AND IN THE WEST LINE OF A 130.62 ACRE PARCEL AS CONVEYED TO DANIS CLARK CO. LANDFILL COMPANY BY DEED RECORDED IN VOLUME 866, PAGE 360;

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SCHAEFFER

ENGINEERING

Instrument Volume Pase 200800007687 DR 1848 1819

Parcel 6 0.929 ACRES GERMAN TOWNSHIP CLARK COUNTY, OHIO Page 2

Schaeffer Engineering

THENCE ALONG THE EAST LINE OF SAID 28.927 ACRE PARCEL AND THE WEST LINE OF SAID 130.62 ACRE PARCEL SOUTH 4° 27' 28" WEST FOR 134.87 FEET TO A 5/8-INCH IRON PIN (SET) AT THE NORTHEAST CORNER OF SAID 7.736 ACRE PARCEL;

THENCE ALONG THE SOUTH LINE OF SAID 28.927 ACRE PARCEL AND THE NORTH LINE OF SAID 7.736 ACRE PARCEL NORTH 86° 52' 54" WEST FOR 300.07 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 0.929 ACRES, MORE OR LESS, SUBJECT TO ALL HIGHWAYS, EASEMENTS, AND RESTRICTIONS OF RECORD.

THIS TRACT IS NOT TO BE USED AS A SEPARATE BUILDING PARCEL, BUT TO BE ONLY USED IN CONJUNCTION WITH AN ADJOINING PARCEL.

AS SURVEYED IN JULY, 2007 BY SCHAEFFER ENGINEERING BY CHRISTOPHER W. SCHAEFFER, OHIO REGISTERED SURVEYOR NO. 7161.

BEARINGS BASED UPON THE CLARK AND CHAMPAIGN COUNTY LINE BEING NORTH 86° 25' 21" WEST.

12-13-2007

CHRISTOPHER W. SCHAEFFER OHIO REGISTERED SURVEYOR NO. 7161



1253-G Lyons Road · Dayton, Ohio 45458 Phone (937) 434-5104 · Fax (937) 434-5204 www.sahengineers.com

SCHAEFFER ENGINEERING

Parcel 10 19.161 Acres GERMAN TOWNSHIP CLARK COUNTY, OHIO

SITUATE IN THE STATE OF OHIO, COUNTY OF CLARK, TOWNSHIP OF GERMAN, AND BEING PART OF SECTION 17, TOWN 4, RANGE 10, B.M.R.S., AND BEING PART OF A 130.62 ACRE TRACT CONVEYED TO DANIS CLARK CO. LANDFILL COMPANY BY DEED RECORDED IN VOLUME 866, PAGE 360 OF THE DEED RECORDS OF CLARK COUNTY, OHIO, AND BEING BOUNDED AND DESCRIBED MORE FULLY AS FOLLOWS:

BEGINNING AT A 5/8" IRON PIN (FOUND) BEING THE NORTHWEST CORNER OF SAID SECTION 17, AND ON THE CENTERLINE OF WILLOWDALE ROAD, AND ON THE LINE BETWEEN CLARK AND CHAMPAIGN COUNTIES; THENCE WITH THE WEST LINE OF SAID SECTION 17 AND THE CENTERLINE OF WILLOWDALE ROAD, SOUTH 03° 58' 51" WEST FOR 958.51 FEET TO A P.K. NAIL (FOUND) BEING THE SOUTHWEST CORNER OF A 28.927 ACRE PARCEL AS CONVEYED TO DANIS CLARK CO. LANDFILL COMPANY BY DEED RECORDED IN VOLUME 866, PAGE 360 AND THE NORTHWEST CORNER OF A 40.049 ACRE PARCEL AS CONVEYED TO JOSEPH W. JR. AND PATRICIA M. CLARK BY DEED RECORDED IN VOLUME 835, PAGE 684;

THENCE WITH THE SOUTH LINE OF SAID 28.927 ACRE PARCEL AND THE NORTH LINE OF SAID 40.049 ACRE PARCEL, SOUTH 86° 52' 54" EAST FOR 1558.25 FEET TO A 5/8" IRON PIN (FOUND) BEING THE NORTHEAST CORNER OF SAID 40.049 ACRE PARCEL AND THE NORTHWEST CORNER OF A 7.736 ACRE PARCEL AS CONVEYED TO TREMONT LANDFILL COMPANY AS PARCEL 2, TRACT 3, BY DEED RECORDED IN VOLUME 1828, PAGE 326;

THENCE WITH THE SOUTH LINE OF SAID 28.927 ACRE PARCEL AND THE NORTH LINE OF SAID 7.736 ACRE PARCEL, SOUTH 86° 52' 54" EAST FOR 300.07 FEET TO A 5/8" IRON PIN (SET) BEING THE NORTHEAST CORNER OF SAID 7.736 ACRE PARCEL, THE SOUTHEAST CORNER OF SAID 28.927 ACRE PARCEL, AND IN THE WEST LINE OF SAID 130.62 ACRE PARCEL;

THENCE WITH THE WEST LINE OF SAID 130.62 ACRE PARCEL AND THE EAST LINE OF SAID 7.736 ACRE PARCEL, SOUTH 04° 27' 28"

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Schaeffer Engineering

WEST FOR 597.76 FEET TO A 5/8" IRON PIN (FOUND) AT THE NORTHWEST CORNER OF A 10.694 ACRE PARCEL AS CONVEYED TO TREMONT LANDFILL COMPANY BY DEED RECORDED IN VOLUME 1647, PAGE 1105 AND BEING THE TRUE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED;

THENCE ALONG THE WEST LINE OF SAID 130.62 ACRE PARCEL, THE EAST LINE OF SAID 7.736 ACRE PARCEL AND THE EAST LINE OF SAID 28.927 ACRE PARCEL NORTH 4° 27' 28" EAST FOR 732.63 FEET (PASSING A 5/8-INCH IRON PIN SET AT 597.76 FEET) TO A 5/8-IRON PIN (SET);

THENCE ON NEW LINES FOR THE FOLLOWING TWO COURSES:

- 1. SOUTH 86° 52' 54" EAST FOR 1,107.69 FEET TO A 5/8-INCH IRON PIN (SET);
- 2. SOUTH 4° 09' 27" WEST FOR 805.77 FEET TO A 5/8-INCH IRON PIN (SET) IN THE SOUTH LINE OF SAID 130.62 ACRE PARCEL AND IN THE NORTH LINE OF A 140.80 ACRE PARCEL AS CONVEYED TO DANIS CLARK CO. LANDFILL COMPANY BY DEED RECORDED IN VOLUME 866, PAGE 360;

THENCE ALONG THE SOUTH LINE OF SAID 130.62 ACRE PARCEL AND THE NORTH LINE OF SAID 140.80 ACRE PARCEL NORTH 86° 15' 00" WEST FOR 245.55 FEET TO A 5/8-INCH IRON PIN (SET) IN THE EAST LINE OF SAID 10.694 ACRE PARCEL;

THENCE ALONG THE EAST LINE OF SAID 10.694 ACRE PARCEL NORTH 4° 09' 26" EAST FOR 60.59 FEET TO A 5/8-INCH IRON PIN (FOUND) AT THE NORTHEAST CORNER OF SAID 10.694 ACRE PARCEL;

THENCE ALONG THE NORTH LINE OF SAID 10.694 ACRE PARCEL NORTH 86° 13' 30" WEST FOR 865.82 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 19.161 ACRES MORE OR LESS, SUBJECT TO ALL HIGHWAYS, EASEMENTS, AND RESTRICTIONS OF RECORD.

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Instrument Volume Pase 200800007687 OR 1848 1822

Parcel 10 19.161 Acres GERMAN TOWNSHIP CLARK COUNTY, OHIO Page 3

SCHAEFFER Page 3 ENGINEERING

THIS TRACT IS NOT TO BE USED AS A SEPARATE BUILDING PARCEL, BUT TO BE ONLY USED IN CONJUNCTION WITH AN ADJOINING PARCEL.

AS SURVEYED IN JULY, 2007 BY SCHAEFFER ENGINEERING BY CHRISTOPHER W. SCHAEFFER, OHIO REGISTERED SURVEYOR NO. 7161.

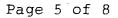
BEARINGS BASED UPON THE CLARK AND CHAMPAIGN COUNTY LINE BEING NORTH 86° 25' 21" WEST.

12-13-2007

CHRISTOPHER W. SCHAEFFER OHIO REGISTERED SURVEYOR NO. 7161



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Instrument Volume Page 200800007687 DR 1848 1824

Parcel 12 4.713 ACRES GERMAN TOWNSHIP CLARK COUNTY, OHIO Page 2

Schaeffer Engineering

WEST FOR 597.76 FEET TO A 5/8" IRON PIN (FOUND) AT THE NORTHWEST CORNER OF A 10.694 ACRE PARCEL AS CONVEYED TO TREMONT LANDFILL COMPANY BY DEED RECORDED IN VOLUME 1647, PAGE 1105;

THENCE ALONG THE NORTH LINE OF SAID 10.694 ACRE PARCEL SOUTH 86° 13' 30" EAST FOR 865.82 FEET TO A 5/8-INCH IRON PIN (FOUND) AT THE NORTHEAST CORNER OF SAID 10.694 ACRE PARCEL;

THENCE ALONG THE EAST LINE OF SAID 10.694 ACRE PARCEL SOUTH 4° 09' 26" WEST FOR 60.59 FEET TO A 5/8-INCH IRON PIN (SET) IN THE SOUTH LINE OF SAID 130.62 ACRE PARCEL AND IN THE NORTH LINE OF SAID 140.80 ACRE PARCEL AND ALSO BEING THE TRUE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED;

THENCE ALONG THE SOUTH LINE OF SAID 130.62 ACRE PARCEL AND THE NORTH LINE OF SAID 140.80 ACRE PARCEL SOUTH 86° 15' 00" EAST FOR 245.55 FEET TO A 5/8-INCH IRON PIN (SET);

THENCE, LEAVING THE SOUTH LINE OF SAID 130.62 ACRE PARCEL AND THE NORTH LINE OF SAID 140.80 ACRE PARCEL, ALONG THE FOLLOWING TWO NEW DIVISION LINES:

- 1. SOUTH 4° 09' 27" WEST FOR 835.14 FEET TO A 5/8-INCH IRON PIN (SET);
- 2. NORTH 86° 42' 35" WEST FOR 245.57 FEET TO A 5/8-INCH IRON PIN (SET) IN THE EAST LINE OF SAID 10.694 ACRE PARCEL;

THENCE ALONG THE EAST LINE OF SAID 10.694 ACRE PARCEL NORTH 4° 09' 26" EAST FOR 837.11 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 4.713 ACRES MORE OR LESS, SUBJECT TO ALL HIGHWAYS, EASEMENTS, AND RESTRICTIONS OF RECORD.

THIS TRACT IS NOT TO BE USED AS A SEPARATE BUILDING PARCEL, BUT TO BE ONLY USED IN CONJUNCTION WITH AN ADJOINING PARCEL.

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SCHAEFFER

ENGINEERING

AS SURVEYED IN JULY, 2007 BY SCHAEFFER ENGINEERING BY CHRISTOPHER W. SCHAEFFER, OHIO REGISTERED SURVEYOR NO. 7161.

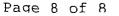
BEARINGS BASED UPON THE CLARK AND CHAMPAIGN COUNTY LINE BEING NORTH 86° 25' 21" WEST.

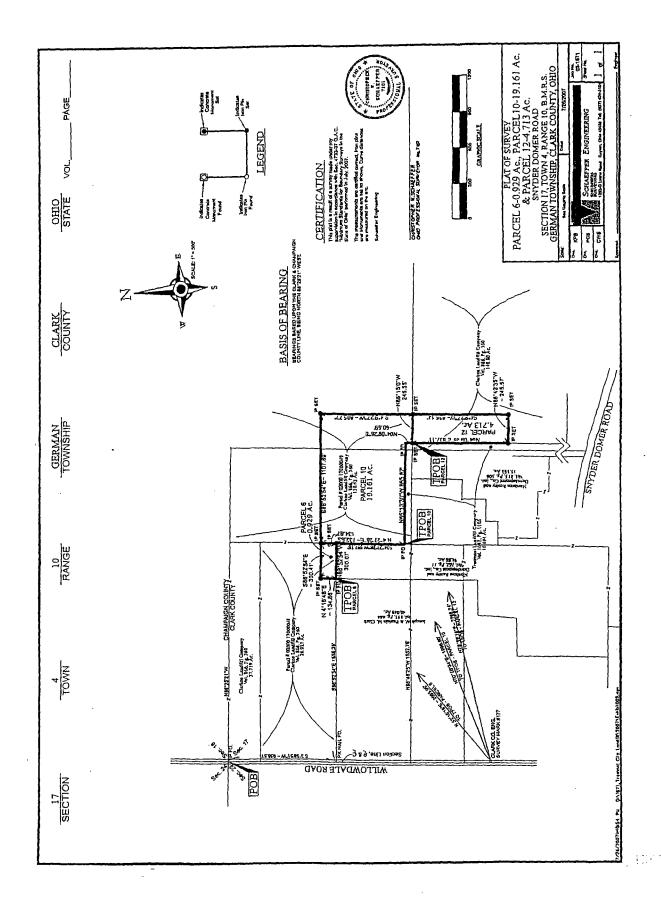
12-13-2007 DATE

CHRISTOPHER W. SCHAEFFER OHIO REGISTERED SURVEYOR NO. 7161



^{•1253-G} Lyons Road · Dayton, Ohio 45458 Phone (937) 434-5104 · Fax (937) 434-5204 www.sahengineers.com





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EXHIBIT "B" Permitted Encumbrances

Parcel 1:

- 1. Real Estate taxes and assessments which are a lien but not yet due and payable;
- 2. Easement for lines for the distribution of electric current granted to The Ohio Edison Company, an Ohio Corporation, as recorded in Deed Volume 571, Page 74;
- 3. Easement for lines for the distribution of electric current granted to The Ohio Edison Company, an Ohio Corporation, as recorded in Deed Volume 665, Page 351;
- 4. Easement for lines for the distribution of electric current granted to The Ohio Edison Company, an Ohio Corporation, as recorded in Deed Volume 730, Page 867;
- 5. Easement Accommodations Agreement by and between The Dayton Power and Light Company, an Ohio Corporation, and Danis Clark Co. Landfill Company, an Ohio Corporation, dated September 13, 1995 and filed for record on September 22, 1995 and recorded in Official Record Volume 435, Page 82; and,
- 6. Together with a non-exclusive easement for vehicular and pedestrian ingress, egress, and access, a non-exclusive easement for the installation, use, maintenance, and enjoyment of utilities, a non-exclusive easement for the drainage of surface water granted to the Clarkco Landfill Co. LLC, an Ohio Limited Liability Company as recorded in Official Record Volume 1647, Page 1109.

Parcel 2:

- 1. Real Estate taxes and assessments which are a lien but not yet due and payable;
- 2. Right of Way for the transmission of electrical energy granted to The Ohio Edison Company as recorded in Deed Volume 807, Page 990; and,
- 3. Together with a non-exclusive easement for vehicular and pedestrian ingress, egress, and access, a non-exclusive easement for the installation, use, maintenance, and enjoyment of utilities, a non-exclusive easement for the drainage of surface water granted to the Clarkco Landfill Co. LLC, an Ohio Limited Liability Company as recorded in Official Record Volume 1647, Page 1109.

Parcel 3:

1. Real Estate taxes and assessments which are a lien but not yet due and payable;

- Instrument Volume Pase
- 2. Easements for the transmission of electrical energy granted to The Ohio Edison Compatity² 1828 as recorded in Deed Volume 571, Page 74 and Deed Volume 665, Page 351 and Deed Volume 730, Page 867;
- 3. Easement Accommodation Agreement as fully set forth in Deed Volume 435, Page 82; and,
- 4. Non-Exclusive Easement for ingress and egress and access to Clarkco Landfill Co. LLC, an Ohio Limited Liability Company, as recorded in Official Record Volume 1647, Page 1109.

Parcel 4:

- 1. Real Estate taxes and assessments which are a lien but not yet due and payable;
- 2. Right of Way for the transmission of electrical energy granted to The Dayton Power and Light Company as recorded in Deed Volume 411, Page 17;
- 3. Easement Accommodation Agreement as fully set forth in Deed Volume 435, Page 82; and,
- 4. Non-Exclusive Easement for ingress and egress and access to Clarkco Landfill Co. LLC, an Ohio Limited Liability Company, as recorded in Official Record Volume 1647, Page 1109.

Parcel 5:

- 1. Real Estate taxes and assessments which are a lien but not yet due and payable; and,
- 2. Together with a non-exclusive easement for vehicular and pedestrian ingress, egress, and access, a non-exclusive easement for the installation, use, maintenance, and enjoyment of utilities, a non-exclusive easement for the drainage of surface water granted to the Clarkco Landfill Co. LLC, an Ohio Limited Liability Company as recorded in Official Record Volume 1647, Page 1109.

Parcel 6:

- 1. Real Estate taxes and assessments which are a lien but not yet due and payable;
- 2. Together with an easement as fully set forth in Deed Volume 159, Page 648, Champaign County, Ohio Records;
- 3. Right of Way as fully set forth in Deed Volume 560, Page 116;
- 4. Easement for the distribution of electric current granted to The Ohio Edison Company as recorded in Deed Volume 767, Page 204; and,

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5. Together with a non-exclusive easement for vehicular and pedestrian ingress, egress, and access, a non-exclusive easement for the installation, use, maintenance, and enjoyment of utilities, a non-exclusive easement for the drainage of surface water granted to the Clarkco Landfill Co. LLC, an Ohio Limited Liability Company as recorded in Official Record Volume 1647, Page 1109.

Parcel 7:

- 1. Real Estate taxes and assessments which are a lien but not yet due and payable;
- 2. Title to that portion of the property within the bounds of any roads or highway;
- 3. Right of Way as fully set forth in Deed Volume 560, Page 116;
- 4. Easement for the distribution of electric current granted to The Ohio Edison Company as recorded in Deed Volume 767, Page 204; and,
- 5. Together with a non-exclusive easement for vehicular and pedestrian ingress, egress, and access, a non-exclusive easement for the installation, use, maintenance, and enjoyment of utilities, a non-exclusive easement for the drainage of surface water granted to the Clarkco Landfill Co. LLC, an Ohio Limited Liability Company as recorded in Official Record Volume 1647, Page 1109.

Parcel 8:

- 1. Real Estate taxes and assessments which are a lien but not yet due and payable;
- 2. Easement for the transmission of electrical energy granted to The Dayton Power and Light Company as recorded in Deed Volume 412, Page 570;
- 3. Right of Way as fully set forth in Deed Volume 560, Page 116;
- 4. Easement for the distribution of electric current granted to The Ohio Edison Company as recorded in Deed Volume 767, Page 204;
- 5. Easement Accommodations Agreement by and between The Dayton Power and Light Company, an Ohio Corporation, and Danis Clark Co. Landfill Company, an Ohio Corporation, dated September 13, 1995 and filed for record on September 22, 1995 and recorded in Official Record Volume 435, Page 82; and,
- 6. Together with a non-exclusive easement for vehicular and pedestrian ingress, egress, and access, a non-exclusive easement for the installation, use, maintenance, and enjoyment of utilities, a non-exclusive easement for the drainage of surface water granted to the Clarkco Landfill Co. LLC, an Ohio Limited Liability Company as recorded in Official and the Record Volume 1647, Page 1109.

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Book Pase Instrument 200800002555 DR 472 1284 200800002555 Filed for Record in CHAMPAIGN COUNTY, OHI CAROLYN J DOWNING 05-06-2008 At 10:59 αm. CONV & REST 84,00 OR Book 472 Page 1284 - 1292

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant (the "Restrictive Covenant") is made by Clarkco Land Co LLC, an Ohio limited liability company, having offices at 110 N. Main St., Suite 1300, Dayton, Ohio 45402 ("Owner") for the purpose of subjecting the Property (as defined herein) to the activity and use limitations and to the rights of access set forth herein.

WHEREAS, Owner is the owner of certain real property consisting of parcels of land situated in Mad River Township, Champaign County, Ohio, and legally described in <u>Exhibit</u> "A" hereto (collectively referred to herein as the "Property"); and,

WHEREAS, the Property is located immediately adjacent to or near certain real property owned by the Tremont Landfill Company that was used as a former landfill known as the Tremont City Landfill Site (the "Site"); and,

WHEREAS, certain portions of the Site were used for a barrel fill landfill operation; and,

WHEREAS, certain third parties known as the Tremont City Barrel Fill PRP Group also known as the Responsible Environmental Solutions Alliance ("RESA") pursuant to an Administrative Order on Consent ("AOC") dated and effective October 3, 2002 issued <u>In the Matter of: Barrel Fill Operable Unit Remedial Investigation and Feasibility Study at the Tremont City Landfill Site</u>, Docket Number V-W-03-C-719 by the United States Environmental Protection Agency ("U.S. EPA"), have been conducting a remedial investigation and feasibility study ("RI/FS") as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") 42 U.S.C. §9601, et seq. and CERCLA's associated regulations; and,

WHEREAS, the U.S. EPA and/or the Ohio Environmental Protection Agency ("Ohio EPA") may take action to require that certain third parties, including but not limited to RESA and its members, (collectively, such third parties are "Remedial Parties" for the purposes of this Restrictive Covenant) implement remedial actions at the Property in order to protect human health and the environment; and,

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WHEREAS, in order to implement the AOC and any remedy that may be selected for the Site, including operation and maintenance of the remedy, it is necessary that U.S. EPA, its representatives and contractors, the Remedial Parties, their representatives and contractors, and Ohio EPA, its representatives and contractors, have access to the Site over the Property and to install and maintain remediation, monitoring or investigation wells and to restrict specified uses of the Property as stated herein for the purpose of protecting human health and the environment.

NOW THEREFORE, Owner for itself and its successors and assigns hereby enters into this Declaration of Restrictive Covenant to impose and create the restrictions, rights, reservations, limitations, agreements, covenants and conditions on the Property.

1. <u>Property</u>. This Restrictive Covenant concerns approximately 30.75<u>+</u> acres of real property in Mad River Township, Champaign County, Ohio, and more particularly described in <u>Exhibit "A"</u> attached hereto and hereby incorporated by reference herein (the "Property").

2. <u>Owner</u>. Clarkco Land Co LLC, an Ohio limited liability company, having offices at 110 N. Main St., Suite 1300, Dayton, Ohio 45402 ("Owner") is the owner of the Property.

3. <u>Activity and Use Limitations</u>. In order for the AOC to be implemented, to facilitate the implementation of future monitoring and remedial work by U.S. EPA, Ohio EPA and/or Remedial Parties, and to protect human health and the environment, Owner hereby imposes and agrees to comply with the following activity and use limitations (collectively the "Restrictive Covenants"):

A. No water wells, either for potable or other use, with the exception of remediation, monitoring, or investigation wells, shall be installed on any part of the Property. Notwithstanding the foregoing, no one shall install remediation, monitoring, or investigation wells without the prior written consent of U.S. EPA or Ohio EPA. In no event shall any groundwater under the Property be used as a potable supply of water.

B. The Property shall not be used for Residential Activities. The term "Residential Activities" shall include, but not be limited to, the following:

- i. Single and multi-family dwelling and rental units;
- ii. Day care centers and preschools;
- iii. Hotels and motels;

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- iv. Educational (except as a part of other permitted activities within the Property) and religious facilities;
- v. Recreational facilities (to the extent that such facilities are a part of a residential development);

vi. Hospitals and other extended care medical facilities; and,

vii. Transient or other residential facilities.

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C. Any future use of the Property must be protective of human health and the environment and is the sole responsibility of the Owner and/or Transferee, as defined herein, to ensure that the Property is not used for Residential Activities.

4. <u>Running with the Land</u>. This Restrictive Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, subject to amendment or termination as set forth herein. The term "Transferee", as used in this Restrictive 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.

5. <u>Compliance Enforcement</u>. Owner, the Remedial Parties, Ohio EPA and U.S. EPA shall have the right to enforce the Restrictive Covenants. The right of enforcement shall include the right to recover damages and/or seek injunctive relief to prevent or remove the violation of any one or more of the Restrictive Covenants. Failure to timely enforce compliance with this Restrictive Covenant or the 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 Restrictive Covenant shall restrict the Director of Ohio EPA and the Administrator of U.S. EPA from exercising any authority under applicable law.

6. <u>Rights of Access</u>. Owner hereby grants Ohio EPA, U.S. EPA and the Remedial Parties, their agents, contractors, and employees: (a) the right of access to the Property for implementation or enforcement of this Restrictive Covenant; (b) any performance required under the AOC and/or any future AOC or Consent Decree; and/or, (c) any other work the Remedial Parties, may need to perform relating to the barrel fill landfill operation.

7. <u>Notice upon Conveyance</u>. 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 Restrictive Covenant, and provide the recorded location of this Restrictive Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO A RESTRICTIVE COVENANT, DATED ______, 200_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE CHAMPAIGN COUNTY RECORDER ON ______, 200_, IN [DOCUMENT ____, or BOOK, _____ PAGE _____]. THE RESTRICTIVE COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

No water wells, either for potable or other use, with the exception of remediation, monitoring, or investigation wells, shall be installed on any part of the Property. Notwithstanding the foregoing, no one shall install remediation or monitoring wells without the prior written consent of U.S. EPA or Ohio EPA. In no event shall any groundwater under the Property be used as a potable supply of water.

The Property shall not be used for Residential Activities. The term "Residential Activities" shall include, but not be limited to, the following:

- i. Single and multi-family dwelling and rental units;
- ii. Day care centers and preschools;
- iii. Hotels and motels;
- iv. Educational (except as a part of other permitted activities within the Property) and religious facilities;
- v. Entertainment and recreational facilities (to the extent that such facilities are a part of a residential development);
- vi. Hospitals and other extended care medical facilities; and,
- vii. Transient or other residential facilities.

Any future use of the Property must be protective of human health and the environment and is the sole responsibility of the Owner and/or Transferee to ensure the Property is not used for Residential Activities.

Owner or any subsequent Transferee shall notify U.S. EPA and Ohio EPA within ten (10) days after each conveyance of an interest in any portion of the Property. Notice by the Owner or subsequent Transferee shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, a legal description of the Property being transferred, a survey map of the Property being transferred; and the closing date of the transfer of ownership of the Property.

- 8. <u>Representations and Warranties</u>. Owner hereby represents and warrants that:
 - 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 only to the encumbrances listed and described in <u>Exhibit "B"</u> hereto, which is fully incorporated by reference herein;

C. that the Owner has the power and authority to enter into this Restrictive Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;

D. that the Owner has identified all other parties, described above, that hold any interest (e.g., encumbrance) in the Property and notified such parties of the Owner's intention to enter into this Restrictive Covenant; and

E. that this Restrictive Covenant does 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.

9. <u>Amendment or Termination</u>. This Restrictive Covenant may be amended or terminated only by written consent of all of the following: the Owner or a Transferee, the

Remedial U.S. EPA and the Ohio EPA. Amendment means any changes to the Restrictive 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. Termination means the elimination of all activity and use limitations set forth herein and all other obligations under this Restrictive Covenant.

This Restrictive Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA, the Administrator of U.S. EPA or his delegee and the Owner or Transferee 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 Restrictive Covenant, the Owner or Transferee shall file such instrument for recording with the Champaign County Recorder's Office, and shall provide a true copy of the recorded Instrument to Ohio EPA.

10. <u>Severability</u>. If any provision of this Restrictive 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.

11. <u>Governing Law</u>. This Restrictive Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.

12. <u>Effective Date</u>. The effective date of this Restrictive Covenant shall be the date upon which the fully executed Restrictive Covenant has been recorded as a deed record for the Property with the Champaign County Recorder's Office.

The undersigned representative of Owner represents and certifies that he/she is authorized to execute this Restrictive Covenant.

IT IS SO AGREED:

CLARKCO LAND CO LLC, an Ohio limited liability company

Signature of Owner

RESIDENT THOMAT Printed Name and Title

5/1/08 Date

Tradition and

State of OHIO

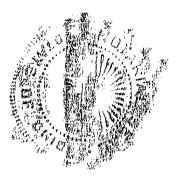
County of MONTBOMERY

Before me, a notary public, in and for said county and state, personally appeared Thomas J. Danis a duly authorized representative of CLARKCO LAND CO LLC who acknowledged to me that [he, she] did execute the foregoing instrument on behalf of Clarkco Land Co LLC.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 15τ day of Mag, 2008.

Notáry Public

GLORIA A. CROLEY, Notary Public In and for the State of Ohio My Commission Expires February **3**, 2009



This Instrument Prepared By:

WALTER & HAVERFIELD LLP The Tower at Erieview 1301 East 9th Street, Suite 3500 Cleveland, Ohio 44114-1821 (216)781-1212

EXHIBIT "A" Legal Descriptions

Parcel 1:

Situate in partly in Section 17, Town 4, Range 10 BMRS, Township of German, County of Clark, State of Ohio and partly in Section 18, Town 4, Range 10 BMRS, Township of Mad River, County of Champaign, State of Ohio and being more particularly described as follows:

Beginning at an iron pin at the Northwest corner of said Section 17 of German Township, said point being in the South line of said Champaign County, said point also being in the centerline of Willowdale Road;

Thence with the West line of said Section 18 of Champaign County, and with the centerline of said Willowdale Road, North 04 degrees 02 minutes 26 seconds East for 217.90 feet to a p.k. nail at the Southwest corner of land conveyed to David Smith as recorded in Volume 205, Page 138 in the Deed Records of Champaign County, Ohio;

Thence with the South line of said Smith land, South 86 degrees 10 minutes 18 seconds East for 159.64 feet to an iron pin at the Southeast corner of said Smith land;

Thence with the East line of said Smith land, North 04 degrees 08 minutes 21 seconds East for 284.19 feet to an iron pin at the Southwest corner of land conveyed to Orrin Grosjean as recorded in Volume 245, Page 959 in the Deed Records of Champaign County, Ohio;

Thence with the South line of said Grosjean land and with the South line of land conveyed to Orrin Grosjean in Microfiche No. 4-737 in the Deed Records of Champaign County, Ohio, South 85 degrees 35 minutes 27 seconds East for 1709.73 feet to an iron pin in the West line of land conveyed to Margaret Becker, et al., as recorded in Volume 246, Page 622 in the Deed Records of Champaign County, Ohio;

Thence with the West line of said Becker land, and with the West line of land conveyed to Margaret Becker, et al., as recorded in Volume 786, Page 507 in the Deed Records of Clark County, Ohio, South 04 degrees 28 minutes 04 seconds West for 743.11 feet to an iron pin at the Northeast corner of land conveyed to Richard D. Smith as recorded in Volume 786, Page 297 in the Deed Records of Clark County, Ohio, passing the North line of Clark County and the South line of Champaign County at 476.62 feet;

Thence with the North line of the last mentioned Smith land, North 86 degrees 54 minutes 13 seconds West for 1864.26 feet to a spike in the West line of said Section 17 and the centerline of said Willowdale Road;

Thence with the West line of said Section 17 and the centerline of said Willowdale Road, North 03 degrees 59 minutes 04 seconds East for 282.12 feet to the TRUE POINT OF BEGINNING, containing 31.719 acres, more or less, and subject to all legal highways, easements, restrictions, reservations, and agreements of record, according to a survey of said premises by Gerald Macy, Registered Surveyor, State of Ohio No. 6757.

NOTE: 19.974 acres of the above described tract of land are in Champaign County and 11.745 acres are within Clark County.

Champaign County Parcel No. G21-07-10-18-00-019-00 Clark County Parcel No. 050-02-00017-000-047

Parcel 2:

Situate in the Township of Mad River, County of Champaign, State of Ohio and located in Section 18, Town 4, Range 10 BMRS and being more particularly described as follows:

Beginning at an iron pin at the Southwest corner of said Section 18 of Mad River Township said point being in the South line of said Champaign County;

Thence with the South line of said Section 18 and with the South line of said Champaign County, South 86 degrees 25 minutes 21 seconds East for 1866.31 feet to an iron pin at the Southwest corner of land conveyed to Margaret Becker et al. as recorded in Volume 246, Page 622 in the Deed Records of Champaign County, Ohio and being the true point of beginning;

Thence with the West line of said Becker land, North 04 degrees 28 minutes 04 seconds East for 591.68 feet to an iron pin in the South line of land conveyed to Orrin Grosjean in Microfiche No. 4-737 in the Deed Records of Champaign County, Ohio;

Thence with the South line of said Grosjean land, South 85 degrees 31 minutes 16 seconds East for 797.57 feet to an iron pin in the West line of land conveyed to Terry Miller in Volume 237, Page 323 in the Deed Records of Champaign County, Ohio;

Thence with the West line of said Miller land, South 03 degrees 36 minutes 49 seconds West for 579.06 feet to an iron pin at the Southwest corner of said Miller land, said point being in the South line of said Section 18 and the South line of said Champaign County, Ohio;

Thence with the South line of said Section 18 and with the South line of said Champaign County, Ohio, North 86 degrees 25 minutes 21 seconds West for 806.30 feet to the TRUE POINT OF BEGINNING, containing 10.776 acres, more or less, and subject to all legal highways, easements, restrictions and agreements of record, according to a survey of said premises by Gerald Macy, Registered Surveyor, State of Ohio No. 6757, dated December 10, 1987.

Champaign County Parcel No. G21 -07-10-18-00-019-01

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EXHIBIT "B" Permitted Encumbrances

Parcel 1:

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- 1. Real Estate taxes and assessments which are a lien, but not yet due and payable;
- 2. Together with an easement as fully set forth in Deed Volume 159, Page 648, Champaign County, Ohio Records;
- 3. Right of Way as fully set forth in Deed Volume 560, Page 116;
- 4. Easement for the distribution of electric current granted to The Ohio Edison Company as recorded in Deed Volume 767, Page 204; and,
- 5. Together with a non-exclusive easement for vehicular and pedestrian ingress, egress, and access, a non-exclusive easement for the installation, use, maintenance, and enjoyment of utilities, a non-exclusive easement for the drainage of surface water granted to the Clarkco Landfill Co. LLC, an Ohio Limited Liability Company as recorded in Official Record Volume 1647, Page 1109.

Parcel 2:

Real Estate taxes and assessments which are a lien, but not yet due and payable.