


**FIFTH FIVE-YEAR REVIEW REPORT FOR
OLD MILL SUPERFUND SITE
ROCK CREEK, OHIO**

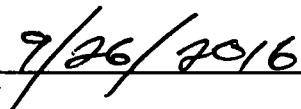


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LIST OF ACRONYMS

BC	Brown and Caldwell
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
COC	Contaminant of Concern
DCE	Dichloroethene
DNAPL	Dense Non-Aqueous Phase Liquid
EPA	United States Environmental Protection Agency
FS	Feasibility Study
FYR	Five-Year Review
HRCA	Hydrogen Release Compound-Advanced, a biodegradation additive
ICIAP	Institutional Control Implementation and Assurance Plan
ICs	Institutional Controls
MCL	Maximum Contaminant Level
MNA	Monitored Natural Attenuation
NCP	National Contingency Plan
NPL	National Priorities List
O&M	Operation and Maintenance
Ohio EPA	Ohio Environmental Protection Agency
OU	Operable Unit
PCE	Tetrachloroethene
PRPs	Potentially Responsible Parties
RA	Remedial Action
RD	Remedial Design
RI	Remedial Investigation
RI/FS	Remedial Investigation/Feasibility Study
ROD	Record of Decision
TCE	Trichloroethene
UECA	Uniform Environmental Covenants Act
µg/L	Micrograms per Liter

USGS	United States Geological Survey
UU/UE	Unlimited Use and Unrestricted Exposure
VC	Vinyl Chloride
VISLs	Vapor Intrusion Screening Levels
VOCs	Volatile Organic Compounds

EXECUTIVE SUMMARY

The Old Mill Superfund site is located in the Village of Rock Creek, Ashtabula County, Ohio. The site consists of two tracts of land: the three-acre Henfield tract to the south; and the 10-acre Kraus tract to the north. The two tracts are separated by Station Street. Both the Henfield and Kraus tracts were used in the past for the illegal storage of drummed waste, including solvents, oils, resins, and polychlorinated biphenyls.

Land use in the vicinity of the site is represented by a mixture of residential, agricultural, and commercial/light industrial developments. The closest residences are approximately 75 feet from the property boundary. All homes in the area of the site are connected to a public water supply, with the exception of one residence that is located cross-gradient/up-gradient of the site.

The United States Environmental Protection Agency (EPA) response activity at the site began in 1979, when EPA and the Ohio Environmental Protection Agency (Ohio EPA) found approximately 1,200 drums of waste stored on both the Henfield and Kraus properties. Early Superfund emergency removal activities and enforcement action resulted in drum removal and excavation of contaminated soil from the drum storage areas on the Henfield property. The site was proposed for inclusion on the National Priorities List (NPL) on December 30, 1982, and finalized on the NPL on September 8, 1983.

EPA conducted a Remedial Investigation (RI) at the site and found that soils were contaminated with trichloroethene (TCE), dichloroethene (DCE), 1,1-DCE, vinyl chloride (VC), 1,1,1-trichloroethane, ethylbenzene, and xylene, with TCE as the principal contaminant of concern (COC). Soils were also contaminated with heavy metals, such as lead. Groundwater was found to be contaminated with TCE and other organic chemicals.

EPA signed the Record of Decision (ROD) on August 7, 1985, selecting a final remedy that included removal and off-site disposal of impacted soil, collection and on-site treatment of impacted groundwater, implementation of aquifer use restrictions, and provision of an alternative water supply for one local residence.

EPA completed the Remedial Design/Remedial Action (RD/RA) at the site with Ohio EPA contributing 10% of the remedial action cost. Construction of the remedy was completed in August 1989 and operation of the groundwater collection and treatment system was implemented thereafter. Additional groundwater collection trenches and extraction wells were installed at various times during the period from 1992 to 1994 to augment the original system.

EPA operated the groundwater collection and treatment system from August 1989 until September 2000. Per an agreement with EPA, the State of Ohio assumed operation and maintenance (O&M) responsibilities in January 2001. The State conducted O&M at the site until April 29, 2002, at which time the potentially responsible parties (PRPs) took over O&M responsibilities pursuant to the terms of a Consent Decree entered on March 27, 2002.

A four-year Monitored Natural Attenuation (MNA) Pilot Study ran from December 2006 through November 2010. The purpose of the study was to evaluate the effectiveness of MNA as a long-term remedial alternative at the site, versus the groundwater collection and treatment system designed by EPA and in operation since 1989. An extended MNA Study has continued, without biodegradation enhancer applications, but with continued groundwater monitoring.

The remedy at the Old Mill site currently protects human health and the environment because exposure pathways that could result in unacceptable risks are being controlled through the implemented remedial action and the Village of Rock Creek groundwater use ordinance. However, in order for the remedy to be protective in the long term, the following actions need to be taken to ensure protectiveness: fully evaluate the results of the MNA Pilot Study to determine if a remedy modification is warranted; evaluate the need for additional monitoring wells to assess the effectiveness and radius degree of influence of the Hydrogen Release Compound-Advanced (HRCA) near the centers of both plumes, to further characterize COC concentrations along the axis of the Kraus tract plume, and to monitor volatile organic compounds (VOCs) downgradient of RWSH-4; assess the potential for vapor intrusion of TCE in view of the new Vapor Intrusion Screening Levels (VISLs) issued by Ohio EPA in August 2016; develop an Institutional Control Implementation and Assurance Plan (ICIAP); and enhance the parcel-specific deed restrictions currently in place as site institutional controls (ICs) with restrictive covenants pursuant to Ohio's Uniform Environmental Covenants Act (UECA).

Five-Year Review Summary Form

SITE IDENTIFICATION		
Site Name: Old Mill Superfund Site		
EPA ID: OHD980510200		
Region: 5	State: OH	City/County: Rock Creek/Ashtabula
SITE STATUS		
NPL Status: Final		
Multiple OUs? No	Has the site achieved construction completion? Yes	
REVIEW STATUS		
Lead agency: EPA		
Author name (Federal or State Project Manager): Linda A. Kern		
Author affiliation: EPA, Region 5		
Review period: 11/1/2015 – 9/26/2016		
Date of site inspection: 8/26/2016		
Type of review: Statutory		
Review number: 5		
Triggering action date: 9/26/2011		
Due date (five years after triggering action date): 9/26/2016		

Five-Year Review Summary Form (continued)

V. ISSUES/RECOMMENDATIONS AND FOLLOW-UP ACTIONS

Issues/Recommendations

OU(s): 01/Sitewide	Issue Category: Operations and Maintenance			
	Issue: The groundwater extraction/treatment system remains idle.			
	Recommendation: Fully evaluate the results of the MNA Pilot Study to determine if a remedy modification is warranted. This should include an evaluation for the potential existence of Dense Non-Aqueous Phase Liquid (DNAPL) in shallow soils beneath the site.			
Affect Current Protectiveness	Affect Future Protectiveness	Party Responsible	Oversight Party	Milestone Date
No	Yes	EPA/State	EPA/State	3/31/2017

OU(s): 01/Sitewide	Issue Category: Monitoring			
	Issue: There is a lack of groundwater quality data near the plume centers, preventing assessment of the groundwater in those areas.			
	Recommendation: Evaluate whether additional monitoring wells are needed to assess the effectiveness and radius degree of influence of the HRCA near the centers of both plumes, and also to further characterize COC concentrations along the axis of the Kraus tract plume.			
Affect Current Protectiveness	Affect Future Protectiveness	Party Responsible	Oversight Party	Milestone Date
No	Yes	PRP	EPA/State	3/31/2017

OU(s): 01/Sitewide	Issue Category: Monitoring			
	Issue: There is no VOC concentration data downgradient of RWSH-4, which has increasing VOC concentrations.			
	Recommendation: Evaluate whether additional monitoring wells are required southeast of RWSH-4.			
Affect Current Protectiveness	Affect Future Protectiveness	Party Responsible	Oversight Party	Milestone Date
No	Yes	PRP	EPA/State	3/31/2017

OU(s): 01/Sitewide	Issue Category: Monitoring			
	Issue: TCE concentrations in groundwater exceed current vapor intrusion screening levels beyond the site containment structures.			
	Recommendation: Assess the potential for vapor intrusion of TCE in view of the new VISLs issued by Ohio EPA in August 2016.			
Affect Current Protectiveness	Affect Future Protectiveness	Party Responsible	Oversight Party	Milestone Date
No	Yes	PRP	EPA/State	11/30/2016

OU(s): 01/Sitewide	Issue Category: Institutional Controls			
	Issue: Planning for long-term stewardship is required to ensure that effective ICs are implemented, maintained, monitored, and enforced.			
	Recommendation: Develop an ICIAP; evaluate the 2010 IC Study and resolve any discrepancies; update the site ICs map; and implement any additional ICs needed to ensure that effective ICs are implemented, monitored, maintained, and enforced.			
Affect Current Protectiveness	Affect Future Protectiveness	Party Responsible	Oversight Party	Milestone Date
No	Yes	PRP	EPA/State	3/31/2018

OU(s): 01/Sitewide	Issue Category: Institutional Controls			
	Issue: UECA covenants have not been implemented as part of the ICs for the site.			
	Recommendation: Enhance the parcel-specific deed restrictions with UECA covenants.			
Affect Current Protectiveness	Affect Future Protectiveness	Party Responsible	Oversight Party	Milestone Date
No	Yes	PRP	EPA/State	3/31/2018

01/Sitewide Protectiveness Statement

Protectiveness Determination:

Short-term Protective

Protectiveness Statement:

The remedy at the Old Mill site currently protects human health and the environment because exposure pathways that could result in unacceptable risks are being controlled through the implemented remedial action and the Village of Rock Creek groundwater use ordinance. However, in order for the remedy to be protective in the long term, the following actions need to be taken to ensure protectiveness: fully evaluate the results of the MNA Pilot Study to determine if a remedy modification is warranted; evaluate the need for additional monitoring wells to assess the effectiveness and radius degree of influence of the HRCA near the centers of both plumes, to further characterize COC concentrations along the axis of the Kraus tract plume, and to monitor VOCs downgradient of RWSH-4; assess the potential for vapor intrusion of TCE in view of the new VISLs issued by Ohio EPA in August 2016; develop an ICIAP; and enhance the parcel-specific deed restrictions currently in place as site ICs with restrictive covenants pursuant to Ohio's UECA.

I. INTRODUCTION

The purpose of a five-year review (FYR) is to evaluate the implementation and performance of a remedy in order to determine if the remedy is and will continue to be protective of human health and the environment. The methods, findings, and conclusions of reviews are documented in FYR reports. In addition, FYR reports identify issues found during the review, if any, and recommendations to address those issues.

EPA prepares FYRs pursuant to Section 121 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and the National Contingency Plan (NCP). CERCLA Section 121 states:

“If the President selects a remedial action that results in any hazardous substances, pollutants, or contaminants remaining at the site, the President shall review such remedial action no less often than each five years after the initiation of such remedial action to assure that human health and the environment are being protected by the remedial action being implemented. In addition, if upon such review it is the judgment of the President that action is appropriate at such site in accordance with section [104] or [106], the President shall take or require such action. The President shall report to the Congress a list of facilities for which such review is required, the result of all such reviews, and any actions taken as a result of such reviews.”

EPA interpreted this requirement further in the NCP at 40 Code of Federal Regulations Section 300.430(f)(4)(ii), which states:

“If a remedial action is selected that results in hazardous substances, pollutants, or contaminants remaining at the site above levels that allow for unlimited use and unrestricted exposure, the lead agency shall review such action no less often than every five years after the initiation of the selected remedial action.”

EPA conducted this FYR of the remedy implemented at the Old Mill Superfund site. The review was conducted by the EPA Remedial Project Manager, with assistance from Ohio EPA. This report documents the results of the review.

This is the fifth FYR for the Old Mill Superfund site, which is located in the Village of Rock Creek in Ashtabula County, Ohio. (See Figures 1 and 2 for maps showing site location and the area surrounding the site). The triggering action for this statutory review is the completion date of the previous FYR. The FYR is required due to the fact that hazardous substances, pollutants, or contaminants remain at the site above levels that allow for unlimited use and unrestricted exposure (UU/UE). The site consists of one operable unit (OU), which is addressed in this FYR. Additional background information about the site is provided in Appendix A.

II. PROGRESS SINCE THE LAST FIVE-YEAR REVIEW

Table 1: Protectiveness Determinations/Statements from the 2011 FYR

OU#	Protectiveness Determination	Protectiveness Statement
01/ Site-wide	Short-term protective	The assessment of this five-year review for the Old Mill site found that the remedy is protective of human health and the environment in the short term. Based on the site inspection, monitoring data and communication with O&M personnel, no inappropriate land or groundwater use has been identified. Exposure pathways that could result in unacceptable risks are being controlled through the implemented remedial action. Long-term protectiveness of the remedy will be verified by continued monitoring of groundwater conditions at the site. In addition, an evaluation of additional data will be performed to confirm that vapor intrusion of contaminants will not be an issue in the future. Continued compliance with use restrictions provided for by the Village of Rock Creek groundwater use ordinance provides short-term protectiveness of the remedy. EPA will seek to enhance existing parcel-specific deed restrictions with UECA covenants to ensure long-term protectiveness of the remedy.

Table 2: Status of Recommendations from 2011 FYR

OU	Issues	Recommendations/ Follow-up Actions	Party Responsible	Oversight Party	Original Milestone Date	Current Status	Completion Date
01/ Site-Wide	Increased trends in individual COC concentrations have been observed over time for several source and sentry wells. Increases in both cis-1,2-DCE and vinyl chloride were also noted in the source area deep well. This might be attributed to the desorption and/or mobilization by the HRCA applications as part of the MNA Pilot Test, but needs to be evaluated further.	Evaluate the increase in COC trends to determine whether this is an artifact of the MNA testing or rebound conditions at the site.	PRPs	EPA and Ohio EPA	1/31/2012	Additional groundwater data are needed to further assess groundwater quality. Groundwater monitoring is continuing	Ongoing
01/ Site-Wide	Because of the shallow water table, high concentrations of VOCs, and the presence of on- and off-site buildings near the area of highest groundwater contamination, there exists a potential future exposure pathway of groundwater to indoor air within the potentially impacted buildings.	Further evaluate whether indoor air within the potentially impacted buildings should be investigated.	PRPs	EPA and Ohio EPA	3/31/2012	Completed	4/10/2013
01/ Site-Wide	UECA covenants have not been implemented as part of the ICs for the site.	Enhance the parcel-specific deed restrictions with UECA covenants at the site.	PRPs	EPA and Ohio EPA	9/30/2012	Ongoing	Not completed

Remedy Implementation Activities

Other than groundwater monitoring, no remedy implementation activities were conducted at the site since the last FYR. Remedy implementation information is provided in Appendix A.

Institutional Controls

Institutional controls are required to ensure the protectiveness of the remedy. ICs are non-engineered instruments, such as administrative and/or legal controls, that help minimize the potential for exposure to contamination and protect the integrity of the remedy. Compliance with ICs is required to assure long-term protectiveness for any areas which do not allow for UU/UE.

Allowable residual contaminant criteria for groundwater were set forth in the ROD. Maximum contaminant levels (MCLs) were prescribed as the site groundwater cleanup targets for those constituents with established MCLs. Since soils at the site were cleaned up during the remedial action to levels that allow for UU/UE, only groundwater ICs are necessary for the site property and all off-site areas that overlie the groundwater plume. Although the cleanup levels in the ROD were based on 10^{-5} risk levels, the ROD stated that ICs would be necessary as long as groundwater exceeds 10^{-6} levels.

Table 3 (on the next page) summarizes the implemented ICs for areas of the site that do not support UU/UE. A map showing the areas in which the ICs apply is included as Figure B-1 in Appendix B.

Current Compliance

During the RI, active private wells were identified immediately downgradient from the site. Sampling of those wells at the time indicated that they were not impacted by the site. However, at the recommendation of EPA, public water was made available to those well owners. There is one private well where the property owner elected not to convert to public water. However, that residence is located upgradient (east) from the Kraus parcel and is not impacted by the site.

The primary IC for groundwater at the site is the Village of Rock Creek's Ordinance No. 2221, dated June 5, 2002, which provides comprehensive rules, regulations, and conditions of service for the waterworks system of the Village of Rock Creek, Ohio. Specifically, Section 14 of the Ordinance states that *"No new wells will be dug or drilled within the Village limits. All wells or other sources of potable water now in use may remain in service, providing they have not been condemned by the Ashtabula County Health Department."* (Appendix B provides a copy of the Village of Rock Creek Ordinance No. 2221.) The Village monitors compliance with this ordinance through water meter flow readings and physical inspections.

Six parcels have recorded "Declaration of Use Restriction and Access Agreements" (deed restrictions) that were executed between the PRP Group and property owners associated with the site. These restrictions state that no buildings or other structures shall be constructed on the property, no groundwater may be extracted from under the property, and no incursion, drilling, excavating or filling may be done which would impair the integrity or performance of the existing remedial facilities constructed on the property, or would impair ability to perform

remedial work. The parcels with recorded deed restrictions are illustrated in Figure B-1 in Appendix B. A copy of these six Declaration of Use Restriction and Access Agreements are also in Appendix B.

Based on the site inspection, monitoring data, and communication with O&M personnel, no inappropriate groundwater use has been observed. The Village ordinance and recorded restrictions are currently in place. EPA is not aware of site or media uses which are inconsistent with the stated objectives of the ICs.

Table 3: Summary of Planned and/or Implemented ICs

Media, engineered controls, and areas that do not support UU/UE based on current conditions	ICs Needed	ICs Called for in the Decision Documents	Impacted Parcel(s)	IC Objective	Title of IC Instrument Implemented and Date (or planned)
Area of the site where contaminant concentrations in groundwater exceed 10^{-6} carcinogenic risk levels (see Figure B-1 in Appendix B).	Yes	Yes	Area of contaminated groundwater plume (see Figure B-1 in Appendix B)	Aquifer use restrictions until cleanup goals are achieved.	Village of Rock Creek Ordinance No. 2221, Section 14, which states, "Private Water Supply Prohibited – No new wells will be dug or drilled within the Village limits" – implemented on June 5, 2002
Old Mill Site	Yes	Yes	35-018-00-030-00 35-032-00-004-00 35-032-00-003-00 35-031-00-012-00 35-031-00-010-00 35-031-00-011-00	No buildings or other structures shall be constructed on the property; no groundwater may be extracted from under the property; no incursion, drilling, excavating or filling may be done which would impair the integrity or performance of the existing remedial facilities constructed on the property, or would impair ability to perform remedial work	Six Declaration of Use Restriction and Access Agreements, signed and recorded at the Ashtabula County Recorder's Office on July 20, 2010
Old Mill Site	Yes	Yes	35-031-00-009-00 35-031-00-011-00 35-031-00-010-00	No buildings or other structures shall be constructed on the property; no groundwater may be extracted from under the property.	Sewer lateral and grinder pump station location easement, dated December 12, 1989

Long-term Stewardship

Since compliance with ICs is necessary to sustain the protectiveness of the remedy, planning for long-term stewardship is required to ensure that the ICs are maintained, monitored and enforced so that the remedy continues to function as intended. Long-term stewardship involves assuring, as part of the O&M Plan, that effective procedures are in place to properly maintain and monitor the site.

Beginning in 2011, the PRP Group instituted a routine annual reporting program which includes a "Status of Institutional Controls" section. This will ensure that ICs will be inspected regularly and that annual certification will be provided to EPA and Ohio EPA to document that the required ICs are in place and effective, and that existing land/resource use is consistent with IC restrictions.

Brown and Caldwell (BC), on behalf of the PRP Group, included in its latest Annual Report to EPA and Ohio EPA verification that Village Ordinance No. 2221 is still in effect. In addition, BC verified the presence of the recorded Deed Restrictions on the six impacted parcels with the Ashtabula County Auditor's Office.

IC Follow-up Actions

An ICIAP or equivalent document needs to be developed. The purpose of the ICIAP is to conduct additional IC evaluation activities to ensure that the implemented ICs are effective, to explore whether additional ICs are needed, and to ensure that long-term stewardship procedures are in place so that ICs are properly maintained, monitored, and enforced. Information provided in the 2010 IC Study will be reviewed and evaluated. IC evaluation activities will include, as needed, updated ICs maps depicting current conditions in areas that do not allow for UU/UE, and review of recording and title work to ensure the restrictions are still recorded, and that no prior-in-time encumbrances exist on the site that are inconsistent with the ICs.

The State of Ohio passed its version of the UECA in December 2004. EPA and the PRPs have been attempting to enhance the existing ICs by implementing UECA covenants for impacted parcels at the site. To date, however, these efforts have not been successful. In addition to the existing Village ordinance, having UECA covenants in place would strengthen long-term stewardship of the site and off-site properties overlying contaminated groundwater by ensuring that the restrictions run with the land in the event transfers of ownership occur.

System Operation/Operation and Maintenance Activities

The groundwater collection and treatment system has not been in operation since the last FYR in 2011. As discussed in the last FYR, the groundwater extraction system was idled in December 2006 and the four-year MNA Pilot Study, which included applications of a biodegradation enhancer, ran from December 2006 through November 2010. The purpose of the MNA Pilot Study was to evaluate the effectiveness of MNA as a long-term remedial alternative for site groundwater, versus the groundwater collection and treatment system that had been in operation

since 1989. The Pilot Study continued, without biodegradation enhancer applications, during preparation of the Pilot Study Summary Report, which was submitted to EPA and Ohio EPA for review in March 2011.

The results of the MNA Pilot Study, Extended MNA Pilot Study, and subsequent groundwater monitoring results are being reviewed by EPA and Ohio EPA. EPA has enlisted the support of the United States Geological Survey (USGS) to provide hydrogeological support in reviewing the cumulative data, the MNA Pilot Study Report, and annual reports, and to help evaluate whether potential modification of the groundwater remedy is supported by the data.

III. FIVE-YEAR REVIEW PROCESS

Administrative Components

The Old Mill site FYR was led by EPA Remedial Project Manager Linda Kern, with assistance from Adrian Palomeque, EPA Community Involvement Coordinator, and Regan Williams, Ohio EPA Site Coordinator. The review, which began on November 1, 2015, consisted of the following components:

- Community Notification and Involvement;
- Document Review;
- Data Review;
- Site Inspection; and
- FYR Report Development and Review.

Community Notification and Involvement

Activities to involve the community in the FYR were initiated when EPA prepared a public notice and arranged for its publication in the Ashtabula Star Beacon on April 13, 2016 (see Appendix C), announcing that a FYR was being performed for the site. The notice provided members of the public with general site information, the location of the site information repository, names and contact information for the site, and an opportunity to request additional information from EPA.

Notice of the completed FYR will be placed in the Ashtabula Star Beacon, and the final FYR report will be available for public review at the site information repository located at the Rock Creek Public Library, 2988 High Street, and at <http://www.epa.gov/superfund/old-mill>.

Document Review

EPA reviewed relevant site-specific documents during this FYR, including the Remedial Investigation Report, Risk Assessment, ROD, Long-Term Operation and Maintenance Manual, Monitored Natural Attenuation Evaluation (September 2006), Amendment No. 1 to Work Plan for Monitored Natural Attenuation Pilot Study (November 2007), Institutional Control Study

(December 30, 2010), Annual Performance Evaluation Reports (2010 through 2015), MNA Pilot Study Summary Report (March 2011), and relevant site correspondence.

Data Review

Vapor Intrusion Risk Evaluation

In response to an issue identified in the Fourth FYR Report issued in 2011, BC evaluated the potential for vapor intrusion associated with the site. As part of the evaluation, site-specific information was reviewed to determine if there is a potential for significant vapor intrusion health risks at existing buildings located at the site. The following is a summary of the vapor intrusion evaluation that was performed by BC in 2012.

There are currently two residences located on the Henfield tract. These include a single-unit rental property on the Myers parcel and an apartment located on the second floor of the Supplee Building located on the Supplee parcel. The closest shallow monitoring wells to these residences are wells RWSH-3 and RWSH-2, respectively. The Myer's rental residence is approximately 90 feet cross-gradient from well RWSH-3. The Supplee Building is less than 10 feet downgradient from well RWSH-2. Figure 3 shows both of these residences and the nearby monitoring wells. At the time the 2012 evaluation was performed, no VOCs were detected above reporting limits in either of these wells. Based on groundwater flow direction at the site, the plume was not expected to migrate toward the residences in the future.

In addition to the two residential buildings, there are two commercial-use buildings on the Henfield tract. These include the Treatment Building and the Martin Mobile Milling Building. Figure 3 shows the location of both of these buildings. The Treatment Building is currently used for storing groundwater sampling and other equipment for the site. This building is not located over the groundwater plume, and is upgradient of the plume. The Martin Mobile Milling Building is currently over the plume. However, this building is constructed approximately 1-2 feet above the ground surface on "stilts." This design effectively eliminates any potential for vapor intrusion since any vapors emitted by diffusion from the ground surface would be rapidly dissipated and diluted by advective (bulk) air movements from the outdoor air.

The results of the 2012 vapor intrusion evaluation concluded that, based on the above site-specific information, there were no vapor intrusion risks to occupants of the existing buildings at the site.

However, subsequent data identifies concentrations of TCE in groundwater immediately upgradient from homes on Station Street. Ohio EPA issued new VISLs in August 2016. Samples collected from RWSK-7 detected TCE at 133 micrograms per liter ($\mu\text{g/L}$). This concentration exceeds current screening levels for groundwater-based vapor intrusion. Since groundwater flow is toward the homes located west of this well, with the closest home being approximately 200 feet away, an investigation should be conducted to evaluate whether homes may be impacted by vapor intrusion.

Review of O&M Groundwater Data

Groundwater monitoring has continued at the site since idling of the groundwater extraction/treatment system in 2006 and throughout this FYR period. Groundwater monitoring was performed from selected monitoring wells and piezometers at various frequencies, including quarterly, semi-annually, and annually. The semi-annual monitoring events were designed specifically for the MNA Pilot Study. The quarterly and annual monitoring events are associated with long-term O&M of the site.

The purpose of the groundwater monitoring is to:

- monitor the groundwater flow patterns;
- monitor the groundwater plume patterns;
- gather evidence to support the occurrence of reductive dechlorination, if any; and
- determine whether groundwater conditions remain favorable for reductive dechlorination to continue.

Annual groundwater monitoring events consist of sampling a total of 33 monitoring wells and piezometers. Nineteen of the well locations consist of both a shallow zone and deep zone (i.e., shallow bedrock) well. Two of the wells, RWSH-6 and RWSK-5, were previously used as injection points for the biodegradation additive known as HRCA as part of the MNA Pilot Study. As a consequence, these wells were not sampled due to the presence of residual HRCA in the wells at the time of sampling.

Groundwater Flow

Groundwater elevation data collected from the site since the initiation of response activities have indicated consistent groundwater flow patterns and characteristics. The groundwater potentiometric maps for the shallow zone for the four quarterly groundwater events in 2014 are presented in Figures 4 through 7.

Henfield Tract

The direction of groundwater flow in the shallow zone on the Henfield tract is generally toward the west, with subtle northwest and southwest components. The horizontal groundwater flow pattern within the deeper, bedrock water bearing zone essentially mirrors the shallow zone. With respect to vertical groundwater flow gradients between the shallow zone and bedrock zone, the data indicate that the vertical flow direction varies, depending on the monitoring date and location of the well pair.

Kraus Tract

The direction of groundwater flow in the shallow zone on the Kraus tract is generally toward the northwest, with a northern component in the vicinity of RWSK-2 during certain monitoring events. This pattern is consistent with historical trends, including when the groundwater collection system was active. The horizontal groundwater flow pattern within the deeper bedrock water-bearing zone mirrors the shallow zone. With respect to vertical groundwater flow gradients between the shallow and bedrock zone, the data indicate that the vertical flow direction varies, depending on the monitoring date and location of the well pair.

Groundwater Quality

Based on a review of the groundwater data collected since the last FYR, the Henfield and Kraus tract plumes are in a relatively consistent condition. The total VOC isoconcentration contours in groundwater for the July 2014 annual sampling event is presented in Figure 8, which also shows the location of all monitoring wells at the site.

No TCE was detected in groundwater from monitoring well RWSH-4 immediately before or after the pump and treat system ceased operations in December 2006. Based on the data in the 2014 Annual Performance Evaluation Report, TCE at RWSH-4 exceeded its MCL of 5 µg/L during the January 2008 sampling event. RWSH-4 is located approximately 30 feet downgradient from the trench connected to the Martin sump. Given the rate at which TCE above its MCL has reached RWSH-4 from the trench after the pumps were shut down (approximately 2.3 feet per month), and given that the Martin property boundary is approximately 100 feet downgradient of the trench, it is assumed that TCE has migrated beyond the Martin property boundary. At present, there are no monitoring wells downgradient of RWSH-4 that could be used to confirm this assumption. Additional information is needed to confirm or refute whether TCE has migrated off site.

Section 3.2.1 of the 2014 Annual Performance Evaluation Report reasoned that DNAPL exists in the subsurface near monitoring well RWSH-6. The soils at the site consist of approximately 10 feet of silts and clays overlying partially-weathered shale. Surface soils were removed from the site in the 1980s as part of the remediation effort. The drums removed from the site reportedly contained solvents, oils, resins and polychlorinated biphenyls. The main COC at the site is TCE. TCE and other chlorinated solvents are known to move through clay by dewatering the clay. The drying clay shrinks, causing cracks and fissures to form through which the chlorinated solvents travel and repeat the process. The boring log for monitoring well RWSH-6, one of the very few with headspace screening data, notes very high headspace VOC concentrations in clayey silt and weathered shale (clay) between four and eight feet below grade, indicating that VOCs (which at this site are mostly chlorinated solvents) have penetrated the clayey silt and weathered shale at that location. This demonstrates that DNAPL may exist in fissures of the clayey silt and weathered shale at the site, and consequently, that the previous removal of shallow soils may not have removed the anticipated 95 percent of source material. Unfortunately, no current data for that portion of the site is available, as that well was used as an HRCA injection well and has only been sampled twice since June 2005. The data from those sampling events, in May 2006 and June 2010, is not representative of groundwater in that area due to the use of RWSH-6 as an HRCA injection well. Therefore, an evaluation for the potential existence of DNAPL in shallow soils beneath the site should be performed.

Henfield Tract Groundwater Quality

The downgradient shallow wells on the Henfield tract include wells RWSH-3, RWSH-4, and RWSH-7. Wells RWSH-3 and RWSH-4 are located near the downgradient extent of the VOC plume, whereas RWSH-7 is located along the approximate axis of the plume, between its core and the downgradient extent.

VOCs have not been detected in RWSH-3. Additional monitoring and assessment are needed to verify that the leading edge of the plume remains upgradient of this well once concentrations in well RWSH-7 equilibrate.

VOCs have been sporadically detected in RWSH-4 over time, including prior to the MNA Pilot Study. TCE was detected in RWSH-4 at concentrations ranging from 1 to 4 µg/L during each sampling event from 1992 through 2000. RWSH-4 is located approximately 50 feet downgradient of the Martin Sump (shown on Figure 3), an HRCA application point during the MNA Pilot Study. The two compounds detected at the greatest frequency and concentration in RWSH-4 have been TCE and its degradation product, cis-1,2-DCE. Neither tetrachloroethene (PCE) nor VC have been detected in RWSH-4. Figure 9 provides a graph of the TCE and cis-1,2-DCE data in RWSH-4 since 2002, including several years prior to the MNA Pilot Study. Concentrations of TCE and cis-1,2-DCE have been variable over time, although there was an apparent increase in concentration during the Pilot Study. The two most recent TCE sample results shown on Figure 9 are 14.8 µg/L (July 2014) and 31.0 µg/L (November 2014), compared to the MCL of 5 µg/L. The two most recent cis-1,2-DCE sample results shown on the figure are 2.77 µg/L (July 2014) and 5.52 µg/L (November 2014), compared to the MCL of 70 µg/L. The data suggest that the leading edge of the VOC plume on the Henfield tract appears to be located in the vicinity of RWSH-4. As noted above, RWSH-4 is located near the HRCA application trench (the Martin Sump) that was used during the MNA Pilot Study.

The presence of both TCE and its degradation product, cis-1,2-DCE, indicates that reductive dechlorination is occurring at and/or upgradient of RWSH-4. The ratio of TCE to cis-1,2-DCE has recently started to change, but due to the absence of VC detections, more data are needed before conclusions can be drawn about the plume in the vicinity of this well.

Well RWSH-7 was installed in 2005 to enhance understanding of the characteristics of the shallow groundwater plume on the Henfield tract. The two compounds detected at the greatest frequency and concentrations in RWSH-7 have been TCE and cis-1,2-DCE. PCE has been detected four times in RWSH-7 at low levels and VC has never been detected. Figure 10 provides a graph of the TCE and cis-1,2-DCE data from RWSH-7 since 2005, including two monitoring events completed prior to the MNA Pilot Study. During the 2014 annual monitoring event, TCE was detected in RWSH-7 at a concentration of 12.3 µg/L and cis-1,2-DCE at a concentration of 11.5 µg/L. It is difficult to fully evaluate the trends for TCE and cis-1,2-DCE since inception of the Pilot Study due to the lack of data prior to the Pilot Study. The observed concentrations during the Pilot Study indicate an initial apparent increase in TCE and cis-1,2-DCE. Additional data are needed to further assess groundwater quality, equilibrium, and degradation in RWSH-7.

Kraus Tract Groundwater Quality

The downgradient shallow wells evaluated on the Kraus tract include RWSK-6, RWSK-7, RWSK-8, RWSK-9, RWSK-10, RWSK-11, and RWSK-12. Monitoring well RWSK-7 is located along the approximate axis of the plume, wells RWSK-6 and RWSK-8 are

located along the flanks of the plume, and RWSK-9, RWSK-10, RWSK-11, and RWSK-12 are located downgradient of the plume. Because the shallow groundwater flow pattern has occasionally indicated a northerly component in the eastern portion of the Kraus tract and low levels of VOCs have sporadically been detected in well RWSK-2, this well has also been evaluated as a potential cross/downgradient well.

VOCs have never been detected in RWSK-9, RWSK-10, RWSK-11, and RWSK-12. Therefore, further evaluation of these wells has not been performed. Additional monitoring and assessment is needed to verify that the leading edge of the plume remains upgradient of these wells once concentrations in the in-plume wells equilibrate.

The data trends observed in RWSK-7 for TCE, cis-1,2-DCE and VC between 2002 and 2014 are shown on Figure 11. Review of data trends indicate that concentrations generally increased since inception of the MNA Pilot Study. The July 2014 data show declines since 2012 (when concentrations were at their highest) and 2013. Additional data are needed to further assess groundwater quality, equilibrium, degradation, and possible impacts caused by HRCA application to the upgradient application trenches.

The data trends observed in RWSK-6 for cis-1,2-DCE between 2002 and 2014 are shown in Figure 12. No other VOCs have been detected in this well. Review of the data trends indicates that cis-1,2-DCE was first detected approximately two years after the MNA Pilot Study began, and may be stabilizing. Additional monitoring data is needed to further assess groundwater quality, equilibrium, and degradation.

The data trends observed in RWSK-8 for PCE, TCE, cis-1,2-DCE and VC between 2002 and 2014 are shown on Figure 13. Review of the overall data trends indicate that, although concentrations of the VOCs may have slightly increased since inception of the MNA Pilot Study, there is not a well-defined increasing trend, and it is unclear what portion of the increase is the result of the HRCA applications. The July 2014 data show declines since 2012 (when concentrations were at their highest) and 2013. During the 2014 annual monitoring event, cis-1,2-DCE was detected in well RWSK-8 at a concentration of 1.23 µg/L and TCE, PCE and VC were not detected. Additional monitoring data are needed to further assess groundwater quality, equilibrium, and degradation.

The data trends observed in RWSK-2 for TCE for the time period from 2002 through 2014 are shown on Figure 14. TCE, cis-1,2-DCE, PCE and VC were not detected at this well during the 2014 sampling event. As shown in the figure, low levels of TCE have been sporadically detected in RWSK-2, including before inception of the MNA Pilot Study. Similar to the other wells discussed above, although TCE concentrations appear to have increased slightly in this well during the Pilot Study, a well-established increasing trend cannot be established, and the effect of the HRCA application is not clear. Additional monitoring data are needed to further assess groundwater quality, equilibrium, and degradation.

Plume Core Evaluation

Henfield Tract Plume Core Evaluation

Monitoring well RWSH-6 was installed in 2005 and is considered to be located near the core of the Henfield tract shallow groundwater plume. RWSH-6 has been sampled three times since its installation; twice prior to initiating the MNA Pilot Study (in 2005 and 2006), and once during the Pilot Study (in 2010). Although originally scheduled for routine sampling during the Pilot Study, it was sampled only once due to the presence of significant residual HRCA during most of the scheduled monitoring events. RWSH-6 was used as an HRCA application point during the Pilot Study.

The VOCs detected during each sampling event are summarized in Table 4.

Table 4: Summary of VOCs Detected in RWSH-6

VOC	2005	2006	2010
PCE	283	<2,000	<50
TCE	64,800	207,000	5,120
cis-1,2-DCE	16,100	19,000	39,200
trans-1,2-DCE	<100	<2,000	320
VC	<50	<1,000	10,800

Note: all concentrations are in µg/L

As shown in the table above, the TCE concentration in RWSH-6 in each of the two sampling events conducted prior to the MNA Pilot Study was significantly higher than the TCE degradation product cis-1,2-DCE. In 2010, more than three years after the first application of HRCA at RWSH-6, the concentration of cis-1,2-DCE was nearly eight times greater than TCE. These results show that reductive dechlorination is occurring in the immediate vicinity of RWSH-6.

Kraus Tract Plume Core Evaluation

RWSK-5 is located near the core of the shallow groundwater plume on the Kraus tract. RWSK-5 was also used as an HRCA application point during the MNA Pilot Study, and as a result was not sampled during the Pilot Study due to significant residual HRCA remaining in the well during the scheduled monitoring events. The concentration trends for TCE, cis-1,2-DCE and VC for RWSK-5 for the five years leading up to the MNA Pilot Study (2002 through 2006) are shown on Figure 15.

The shallow bedrock well that is coupled with RWSK-5 – well RWDK-5 – was sampled annually, including during the Pilot Study. Observed data trends in RWDK-5 for cis-1,2-DCE and VC from 2002 through 2014 are shown on Figure 16. No PCE or TCE was detected in RWDK-5 during that time period, although TCE was detected in the overlying RWSK-5. As shown on the figure, the concentration of cis-1,2-DCE had increased in RWDK-5 for several years prior to initiating the MNA Pilot Study. While the cis-1,2-DCE concentration increased after inception of the Pilot Study, it appears to be stabilizing since the Pilot Study. The concentration of VC has shown a marked

increase since inception of the Pilot Study, although the VC concentration also appears to be stabilizing.

Plume Core Evaluation Summary

Monitoring wells RWSH-6 and RWSK-5, located near the centers of the Henfield tract and Kraus tract plumes, respectively, have yielded limited data. These wells were used as HRCA injection points and the HRCA compound has reportedly rendered these wells unusable for groundwater sampling four years after application. Additionally, any groundwater samples from those wells would be unduly influenced by the HRCA injection activities.

There are no other monitoring wells within 150 feet of RWSH-6 or within 100 feet of RWSK-5 to provide current groundwater quality data. Furthermore, the center of the plume on the Kraus tract is poorly defined. Based on the existing data, the potential for groundwater VOC concentrations above 1,000 µg/L along the plume's main axis needs to be investigated; this data is vital to the proper assessment of the site including predicting contaminant transport and more accurate contaminant mass estimates.

An evaluation is needed to determine whether additional monitoring wells are needed to assess the effectiveness and radius degree of influence of the HRCA near the centers of both plumes, and also to further characterize COC concentrations along the axis of the Kraus tract plume.

Site Inspection

Linda Kern, EPA Remedial Project Manager, and Regan Williams, Ohio EPA Site Coordinator, performed a site inspection on August 26, 2016. Mike Watkins of BC provided a site tour and facilitated discussion of O&M issues on behalf of the PRPs. The purpose of the inspection was to evaluate current site conditions and assess the protectiveness of the remedial components. During the inspection, a visual inspection of the grounds was performed, and the groundwater monitoring locations were identified. It was noted that the idled groundwater treatment building is fenced and secure. All groundwater locations are properly secured.

The Site Inspection Checklist and site photographs taken during the inspection are included in Appendix D.

Interviews

No interviews were conducted with community members due to the minimal level of community interest regarding this site in the past. EPA and Ohio EPA personnel remain available to respond to inquiries from the community.

IV. TECHNICAL ASSESSMENT

Question A: Is the remedy functioning as intended by the decision documents?

Yes. A review of the available information indicates that the remedial measures currently in place are functioning as intended by the decision documents. The intent of the remedy selected in

the 1985 ROD was to remove the contaminated soil and sediment and reduce contaminant concentrations in groundwater to acceptable levels. In addition, aquifer use restrictions were to be imposed for as long as concentrations in the plume are above 10^{-6} carcinogenic risk levels. The review of site-specific documentation, O&M data, and results of the site inspection all indicate that the remedy is providing adequate protection of human health and the environment by eliminating potential exposure pathways at the site. The groundwater collection and treatment system implemented as part of the remedial action in 1989 operated from 1989 through 2006. The system was shut down in December 2006 so a four-year MNA Pilot Study could be conducted to evaluate the effectiveness of MNA as a potential long-term remedial alternative for the remaining groundwater contamination at the site. An Extended MNA Pilot Study remains underway while additional monitoring data are collected to further assess groundwater quality, equilibrium, and degradation processes.

A review of the existing ICs at the site indicate that the primary IC is the Village of Rock Creek Ordinance No. 2221 that prohibits the installation of any new potable well within the village limits. Additionally, deed restrictions for six parcels associated with the site are still in place.

Question B: Are the exposure assumptions, toxicity data, cleanup levels, and remedial action objectives used at the time of the remedy selection still valid?

Yes. The exposure assumptions, toxicity data, cleanup levels, and remedial action objectives used at the time of the remedy selection are still valid and have been addressed by the cleanup. The remedy remains protective of drinking water receptors due mainly to the Township prohibition against groundwater use. There is, however, a concern that groundwater contaminants appear to be migrating beyond the site boundary. The potential for vapor intrusion of TCE in view of the new VISLs issued by Ohio EPA in August 2016 needs to be evaluated and appropriately addressed.

Question C: Has any other information come to light that could call into question the protectiveness of the remedy?

No. There is no new information to suggest that the remedy currently in place is not protective.

Technical Assessment Summary

The technical assessment conducted during this FYR found that the remedy is functioning as intended by the decision documents and that the exposure assumptions, toxicity data, cleanup levels, and remedial action objectives used at the time of remedy selection are still valid. The potential for vapor intrusion of TCE in view of the new VISLs issued by Ohio EPA in August 2016 needs to be evaluated and appropriately addressed. There is no other information that calls into question the protectiveness of the remedy.

EPA has elicited the support of USGS in the review of the results of the MNA Pilot Study and the extended MNA Pilot Study, and to help evaluate whether the data supports changing the groundwater remedy from extraction and treatment of groundwater to MNA for the remaining groundwater contamination. Any future change to the site remedy will be made in an appropriate

remedy decision document. Based upon the data reviewed for this FYR, it appears that reductive dechlorination is occurring in groundwater, evidenced by TCE's successive degradation products cis-1,2-DCE and VC. The contaminated groundwater plumes have not yet reached equilibrium since idling the groundwater collection system in December 2006, but recent data appear to suggest that equilibrium is being approached in certain wells at the site. Additional monitoring is needed to further assess groundwater quality, the status of equilibrium, biodegradation activity, and whether TCE has migrated off site.

V. ISSUES/RECOMMENDATIONS AND FOLLOW-UP ACTIONS

OU(s): 01/Sitewide	Issue Category: Operations and Maintenance			
	Issue: The groundwater extraction/treatment system remains idle.			
	Recommendation: Fully evaluate the results of the MNA Pilot Study to determine if a remedy modification is warranted. This should include an evaluation for the potential existence of DNAPL in shallow soils beneath the site.			
Affect Current Protectiveness	Affect Future Protectiveness	Party Responsible	Oversight Party	Milestone Date
No	Yes	EPA/State	EPA/State	3/31/2017

OU(s): 01/Sitewide	Issue Category: Monitoring			
	Issue: There is a lack of groundwater quality data near the plume centers, preventing assessment of the groundwater in those areas.			
	Recommendation: Evaluate whether additional monitoring wells are needed to assess the effectiveness and radius degree of influence of the HRCA near the centers of both plumes, and also to further characterize COC concentrations along the axis of the Kraus tract plume.			
Affect Current Protectiveness	Affect Future Protectiveness	Party Responsible	Oversight Party	Milestone Date
No	Yes	PRP	EPA/State	3/31/2017

OU(s): 01/Sitewide	Issue Category: Monitoring			
	Issue: There is no VOC concentration data downgradient of RWSH-4, which has increasing VOC concentrations.			
	Recommendation: Evaluate whether additional monitoring wells are required southeast of RWSH-4.			
Affect Current Protectiveness	Affect Future Protectiveness	Party Responsible	Oversight Party	Milestone Date
No	Yes	PRP	EPA/State	3/31/2017

OU(s): 01/Sitewide	Issue Category: Monitoring			
	Issue: TCE concentrations in groundwater exceed current vapor intrusion screening levels beyond the site containment structures.			
	Recommendation: Assess the potential for vapor intrusion of TCE in view of the new VISLs issued by Ohio EPA in August 2016.			
Affect Current Protectiveness	Affect Future Protectiveness	Party Responsible	Oversight Party	Milestone Date
No	Yes	PRP	EPA/State	11/30/2016

OU(s): 01/Sitewide	Issue Category: Institutional Controls			
	Issue: Planning for long-term stewardship is required to ensure that effective ICs are implemented, maintained, monitored, and enforced.			
	Recommendation: Develop an ICIAP; evaluate the 2010 IC Study and resolve any discrepancies; update the site ICs map; and implement any additional ICs needed to ensure that effective ICs are implemented, monitored, maintained, and enforced.			
Affect Current Protectiveness	Affect Future Protectiveness	Party Responsible	Oversight Party	Milestone Date
No	Yes	PRP	EPA/State	3/31/2018

OU(s): 01/Sitewide	Issue Category: Institutional Controls			
	Issue: UECA covenants have not been implemented as part of the ICs for the site.			
	Recommendation: Enhance the parcel-specific deed restrictions with UECA covenants.			
Affect Current Protectiveness	Affect Future Protectiveness	Party Responsible	Oversight Party	Milestone Date
No	Yes	PRP	EPA/State	3/31/2018

VI. PROTECTIVENESS STATEMENT

01/Sitewide Protectiveness Statement

Protectiveness Determination:

Short-term Protective

Protectiveness Statement:

The remedy at the Old Mill site currently protects human health and the environment because exposure pathways that could result in unacceptable risks are being controlled through the implemented remedial action and the Village of Rock Creek groundwater use ordinance. However, in order for the remedy to be protective in the long term, the following actions need to be taken to ensure protectiveness: fully evaluate the results of the MNA Pilot Study to determine if a remedy modification is warranted; evaluate the need for additional monitoring wells to assess the effectiveness and radius degree of influence of the HRCA near the centers of both plumes, to further characterize COC concentrations along the axis of the Kraus tract plume, and to monitor VOCs downgradient of RWSH-4; assess the potential for vapor intrusion of TCE in view of the new VISLs issued by Ohio EPA in August 2016; develop an ICIAP; and enhance the parcel-specific deed restrictions currently in place as site ICs with restrictive covenants pursuant to Ohio's UECA.

VII. NEXT REVIEW

The next FYR for the site will be completed within five years from the signature date of this review.

Appendix A
Existing Site Information

SITE CHRONOLOGY

Table A-1 – Chronology of Site Events

Date	Event
Nov. 1981 – Oct. 1982	Drum Removal
Dec.30, 1982	EPA proposed the Old Mill site to the National Priorities List (NPL)
Sept.8, 1983	Site finalized on the NPL
Aug. 1983 – Dec. 1984	EPA conducted Remedial Investigation (RI)
Sept. 1983	EPA sent general notice letters to Potentially Responsible Parties (PRPs)
Dec.3, 1984	EPA issued Final RI Report
Feb.23, 1984	EPA issued Administrative Order to install fence around hot spots
Nov.2, 1984	EPA sent demand letters to PRPs
May 21, 1985	EPA released Feasibility Study (FS) Report for public comment
May 31, 1985	EPA issued Addendum to RI
Aug.7, 1985	EPA issued Record of Decision (ROD)
Apr. 1985 – Sept. 1987	Remedial Design (RD) conducted
Apr.18, 1988	EPA issued notice to proceed with fund-financed Remedial Action (RA)
May 9, 1988	U.S. Army Corps of Engineers (USACE) began on-site mobilization for RA
Aug.18, 1989	EPA completed final inspection of RA
Mar.9, 1990	EPA deemed RA work complete
Jun,29, 1990	ASACE accepted project as final from contractors
Jul.17, 1990	EPA deemed RA successfully executed
Apr.24, 1991	EPA approved RA Report
Aug. 1989 – Sept. 2000	USACE contractor operated groundwater collection and treatment system
Jan.17, 1996	EPA completed First Five-Year Review (FYR)
Jan.2001 – Apr.29, 2002	Ohio EPA conducted operation and maintenance (O&M) at the site
Sept.14, 2001	Consent Decree lodged with Court for PRPs to take over O&M
Sept.28, 2001	EPA completed Second FYR
Mar.27, 2002	Consent Decree entered with Court
Apr.29, 2002	PRPs assumed O&M responsibilities, pursuant to 2002 Consent Decree
Jul. – Aug. 2002	PRPs performed baseline groundwater sampling event, including monitored natural attenuation (MNA) parameters
Nov. 2004	PRPs installed two additional monitoring wells to assist in MNA evaluation
Sept.28, 2006	EPA completed Third FYR
Dec.1, 2006	Groundwater collection/treatment system deactivated in preparation for MNA Pilot Study
Dec. 2006 – Nov. 2010	PRPs performed four-year MNA Pilot Study with application of Hydrogen Release Compound-Advanced (HRCA) biodegradation additive
Nov. 2010 - present	Extended MNA Study continues, without HRCA additive
Jun. 2010	PRPs submitted Institutional Control Study
Sept. 20, 2011	Site achieved Site Wide Ready for Anticipated Use designation
Sept.26, 2011	EPA completed Fourth FYR
Apr.10, 2013	PRPs submitted Vapor Intrusion Risk Evaluation
Aug.26, 2016	EPA completed site inspection for Fifth FYR

BACKGROUND

Physical Characteristics

The Old Mill Superfund site is located in the Village of Rock Creek in Ashtabula County, Ohio. The site consists of two tracts of land: the 3-acre Henfield tract to the south and the 10-acre Kraus tract to the north. The two tracts are separated by Station Street. The Old Mill site and surrounding area are shown on Figures 1 and 2 (Appendix E). Five dilapidated wooden buildings and four concrete silos were located on the property. The Henfield property was the former location of a feed mill and later a potting soil operation. Surface water flow from the property drains to the southwest corner and then to a ditch which discharges to Rock Creek. Surface water flow from the Kraus property drains toward the northwest to a ditch which discharges to Badger Run and the Grand River.

Land and Resource Use

Land use in the vicinity of the site is represented by a mixture of residential, agricultural, and commercial/light industrial developments. The closest residences are approximately 75 feet from the property boundary. All homes in the area of the site are connected to a public water supply, with the exception of one residence that is located cross/upgradient of the site.

History of Contamination

EPA response activity at the site began in 1979, when EPA and Ohio EPA found approximately 1,200 drums of toxic waste, including solvents, oils, resins, and polychlorinated biphenyls, stored on both the Henfield and Kraus properties. The Henfield property was considered to be an immediate hazard because a significant quantity of the drummed waste was flammable, and many of the drums were in poor condition and had leaked their contents into the soil. Access to the site was not controlled.

Initial Response

Superfund emergency removal activities and enforcement action resulted in a drum removal action that began in November 1981 and was completed in November 1982. In addition, approximately 2 inches of soil were removed from the drum storage areas on the Henfield property in November 1982. A six-foot cyclone fence was installed around a portion of the Henfield property in April 1984 under the authority of Section 106 of CERCLA in order to minimize the potential for direct contact with the remaining soil contaminants.

EPA proposed the site for inclusion on the NPL on December 30, 1982 [Federal Register, Vol. 47, No. 251, Page 58484] and finalized the site on the NPL on September 8, 1983 [Federal Register, Vol. 48, No. 175, Page 40673].

Basis for Taking Action

EPA conducted an RI at the site from August 1983 to December 1984. During the RI phase, the nature and extent of contamination at the site was investigated through source characterization and sampling and analysis of potentially affected media. In September 1983, EPA sent Notice Letters to approximately 30 PRPs giving notice of the RI/FS and requesting information regarding waste handling practices at the site. The activities performed during the RI included installation of groundwater monitoring wells and collection, analysis and evaluation of private well water samples, soil and sediment samples, surface water and groundwater samples, railroad bed samples, and railroad ballast samples. In addition, geophysical studies were conducted, and topographic maps were prepared for both the Henfield and Kraus Properties.

The risk assessment evaluated potential risks from contaminated soil and groundwater at the site, based on the assumption that the site would be used in the future for both residential and industrial/commercial development.

The following exposure pathways at the site were identified as being potential or actual exposure pathways of primary concern for protection of human health:

- Ingestion of organic and inorganic contamination in soil;
- Current and future exposure via ingestion of contaminated groundwater; and
- Low probability of exposure to sediment and surface water.

During the RI, active private wells were identified immediately downgradient from the site. Sampling of those wells at the time indicated that they were not impacted by the site. Nevertheless, a public water supply was made available to those well owners. There was one property owner who elected not to convert to public water. However, that residence is located upgradient (east) from the Kraus property and is not impacted by the site.

Contaminants of Concern

The RI indicated that site soils were contaminated with trichloroethene (TCE), dichloroethene (DCE), 1,1-DCE, vinyl chloride, 1,1,1-trichloroethane, ethylbenzene, and xylene, with TCE as the principal contaminant of concern. Soils were also contaminated with heavy metals, such as lead. Groundwater was found to be contaminated with TCE and other organic chemicals.

REMEDIAL ACTIONS

Remedy Selection

EPA signed the Old Mill ROD on August 7, 1985. The ROD selected a final site remedy that included the following major components: removal and off-site disposal of impacted soil and sediment; groundwater containment, extraction, and treatment; and the opportunity for residences within one-half mile downgradient of the site to connect to the available public water supply. The remedial action objectives in the ROD were:

- Removal and off-site disposal of impacted soil and sediment;
- Collection and on-site treatment of impacted groundwater until 10^{-5} risk levels were attained;
- Aquifer use restrictions imposed by the State of Ohio for as long as concentrations in the plume are above 10^{-6} carcinogenic risk levels (i.e., a restriction on contaminated groundwater use); and
- Public water supply to those residences potentially affected by contaminated groundwater.

Allowable residual contaminant criteria for groundwater were set forth in the ROD. Maximum contaminant levels (MCLs) are prescribed as the cleanup targets for those constituents with established MCLs.

Remedy Implementation

Approximately 1,200 drums of waste and 6,500 cubic yards of soil were removed from the site for off-site disposal. EPA contracted out the RD, with oversight performed by the USACE. The RD was completed on September 16, 1987. The RA was fund-financed by EPA, with Ohio EPA contributing its 10% cost share under terms of a Superfund State Contract. The USACE also conducted oversight of the implementation of the RA. Construction of the remedy was completed in August 1989, and operation of the groundwater collection and treatment system was implemented thereafter. Additional groundwater collection trenches and extraction wells were installed at various times during 1992 to 1994 to augment the original system.

Roy F. Weston, as contractor for EPA, operated the groundwater collection and treatment system at the site from August 1989 until September 2000. Per an agreement with EPA, the State of Ohio assumed O&M responsibilities for the site in January 2001. The State conducted O&M at the site until April 29, 2002, when the PRP Group assumed O&M responsibilities pursuant to a Consent Decree entered on March 27, 2002. The PRP Group retained Brown and Caldwell (BC) as the supervising contractor for the O&M activities.

The PRP Group and BC began evaluating the suitability of MNA to address the remaining groundwater contamination at the Site, based on nearly 20 years of site data. EPA and Ohio EPA approved a four-year MNA Pilot Study and in December 2006, the groundwater extraction system was idled for purposes of the Pilot Study. The four-year MNA Pilot Study, which included applications of a biodegradation enhancer, ran from December 2006 through November 2010. The purpose of the MNA Pilot Study was to evaluate the effectiveness of MNA as a long-term remedial alternative for site groundwater, versus the groundwater collection and treatment system that had been in operation since 1989. The Pilot Study continued, without biodegradation enhancer applications, during preparation of the Pilot Study Summary Report. The PRPs submitted the Pilot Study Summary Report to EPA and Ohio EPA for review in March 2011.

**Appendix B
Deed Restrictions
and
Map of ICs**

June 5, 2002

ORDINANCE NO. 2221

AN ORDINANCE AMENDING ORDINANCE NO. 1060 ESTABLISHING RATES TO BE CHARGED FOR THE PRODUCT AND SERVICES OF THE MUNICIPAL WATERWORKS SYSTEM OF THE VILLAGE OF ROCK CREEK, OHIO; ESTABLISHING RULES, REGULATIONS AND CONDITIONS OF SERVICE FOR THE MUNICIPAL WATERWORKS SYSTEM OF THE VILLAGE OF ROCK CREEK, OHIO; REPEALING ORDINANCE NO. 2098; AND, DECLARING AN EMERGENCY

WHEREAS, the Council of the Village of Rock Creek, Ohio had determined that it is necessary and in the best interests of the Village and its residents that past Ordinances regarding the rates to be charged for the product and services of the Municipal Waterworks system of the Village of Rock Creek, Ohio, and those Ordinances establishing the rules, regulations, and conditions of service for the waterworks system of the Village of Rock Creek, Ohio be amended and consolidated into a single item of legislation; and

WHEREAS, it is necessary to repeal all past Ordinances in conflict herewith.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ROCK CREEK, OHIO that:

SECTION ONE: Ordinance No. 1060 is hereby amended to read as follows:
RATES TO BE CHARGED FOR THE PRODUCT AND SERVICES OF THE MUNICIPAL WATERWORKS SYSTEM OF THE VILLAGE OF ROCK CREEK, OHIO AND RULES, REGULATIONS AND CONDITIONS OF SERVICE FOR THE WATERWORKS SYSTEM OF THE VILLAGE OF ROCK CREEK, OHIO

SECTION 1: APPLICATION FOR WATER SERVICE; ONE HOUSE PER TAP

- A. Every person, firm or corporation desiring water service shall first make written application to the Village Administrator on a blank furnished for that purpose. Such application shall be signed by the owners of such property or their duly authorized agent.
- B. No more than a one family dwelling shall be supplied from one water tap.

SECTION 2: TAP-IN BY AUTHORIZED PERSONNEL ONLY; CHARGES:

- A. The tapping of the Municipality's water street main for three-fourths (3/4) inch to two (2) inch service shall be performed only by the employees of the Village or by an agent duly authorized by the Village Administrator to perform the tap, except those three-fourths (3/4) inch to two (2) inches

service lines.

- B. All fees for service lines whether direct or indirect shall be charged to the property owner or their agent, unless otherwise designated by Council.
- C. Applicants shall be responsible for all costs relative to the installation of service lines from the main line to seven (7) feet outside of their property line or to the curb shut-off valve.
- D. There shall be established a minimum tap-in fee unless the costs of the project are otherwise subject to a separate written agreement with Village Council. The minimum tap-in fee shall be One Thousand Two Hundred and 00/100 Dollars (\$1,200.00) per meter. All applicants shall fill out and sign an application form and shall make a non-refundable deposit toward the tap in fee of One Thousand Two Hundred and 00/100 Dollars (\$1,200.00) per meter at the time of signature of this application. The applicant will be billed for all additional costs incurred (if any) that exceed the non-refundable deposit amount at the completion of the installation.
- E. All construction and material costs shall be borne by the developer within a new recorded subdivision or platted subdivision.

SECTION 3: SEPARATE METERS REQUIRED

- A. All multi-dwelling, residential and commercial structures constructed and/or remodeled on or after January 1, 1991, and any multi-dwelling, residential and commercial structures for which there is a change in ownership after February 1, 1998 shall be required to have a separate water meter and a separate curb shut-off device for each unit, installed pursuant to the specifications of the Village Administrator.
- B. The Village Administrator shall provide to the property owner each such water meter and curb shut-off device.
- C. The cost of installation of each such water meter and curb shut-off device will be borne by the individual property owner.
- D. A separate tap-in fee per metered unit will be charged to the individual property owner for each individual unit within the multi-dwelling, residential or commercial structure.
- E. All bills for water usage at each multi-dwelling, residential and commercial structure may be billed to individual tenant thereof. However, the owner of the real property is liable for all bills against the property for water usage not paid by tenants.

- F. All new meter sets will require a deposit, Fifty Dollars (\$50.00) for residential; Sixty Dollars (\$60.00) for commercial. This deposit will be returned to the consumer, providing there is no damage done to the meter, when property has been vacated and final bill paid in full.

SECTION 4: MULTI-FAMILY UNITS; CONSTRUCTION

- A. When a multi-family construction is part of a new recorded platted subdivision involving a new main, the applicant shall be responsible for all construction cost, connecting the main to the curb shut-off and from the curb shut-off to the building. The applicant shall pay the costs of the meter and meter ball valves. There shall be installed at the applicant's expense a separate tap-in, three fourths inch service line and meter ball valve for each family unit.
- B. All elderly apartments shall be metered by a master meter, and billed at the commercial rate.
- C. In addition to the above charges, there shall be a flat charge of one hundred fifty dollars (\$150.00) for contractors using water during construction through a temporary hookup, plus the cost of water actually used. A two hundred dollar (\$200.00) security deposit shall be posted for the connection of the Municipal water meter. It shall be refunded if the meter is returned in good condition. The sale of bulk water will be at the rate of five dollars (\$5.00) per thousand gallons used.

SECTION 5: STREET STOPCOCK AND HYDRANT USE

- A. No plumber or other person shall turn the water on or off at the street stopcock or allow any other person to do so, except with the permission of the Village Administrator.
- B. No person shall turn the water on or off at any fire hydrant except with the permission of the Fire Chief of the Village Administrator.

SECTION 6: CANCELLATION OF SERVICE

Application may be canceled and/or water service discontinued by the Village for any violation of any of the following reasons:

- A. Misrepresentation in the application as to the property or fixtures to be supplied or use to be made of water.
- B. Failure to report to the Village addition to the property or fixtures to the supplies or additional use to be made of water.

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Rock Creek Village

- C. Resale or giving away of water.
- D. Waste or misuses of water due to improper or imperfect service pipes, and/or fixtures, or failure to keep same in suitable state of repair.
- E. Tampering with meter, meter seal, service, or valves, or permitting such tampering by others.
- F. Connection, cross-connection, or permitting same, of any separate water supply to premises which receive water from the Village.
- G. Non-payment of bills.

SECTION 7: DISCONTINUATION OF SERVICE

Any customer desiring to discontinue the water service to the customer's premises for any reason must give notice of that fact in writing to Clerk of Council otherwise, the customer shall remain liable for all water used and service rendered by the Village until said notice is received by the Village.

SECTION 8: PAYMENT OF BILLS

- A. Bills for water services are due and payable at the Village Hall to any designated agent of the Village, on their date of issue. The past due date shall be the fifteenth (15th) day after the date of issue. Bills will be dated and mailed on the first of each month.
- B. All bills not paid within sixty (60) days shall be termed delinquent, and the Village shall serve the customer a written final notice of said delinquency. If a delinquent bill is not paid within ten (10) days after date of such final notice, the water supply to the customer may be discontinued without further notice.
- C. Meters will be read at least quarterly.

SECTION 9: DELINQUENT WATER ACCOUNTS: LIABILITY: CERTIFICATION AND WATER SHUT OFF

- A. Each water charge levied pursuant to this ordinance is made a lien upon the corresponding lot, parcel of land, building, or premises, which is served by a connection to the water system of the Municipality and, if the same is not paid within thirty (30) days after it shall become due and payable, the Clerk of Council may certify such amount due to the County Auditor, at which time the lien shall vest. The County Auditor shall place the same on the tax duplicate of the county with the interest and penalties as provided hereinafter and cause such to be collected as other taxes.

- B. The owner of real property installing or maintaining water service shall be responsible for the cost for all water service charges incurred at such premises.
- C. In addition to the certification to the County Auditor as provided herein, the Village is hereby authorized to and may, if the water charge has not been paid within thirty (30) days from the time it becomes due and payable, shut off water services to those premises for which amounts are due until such unpaid water charges have been paid.

SECTION 10: DELINQUENT WATER ACCOUNTS: PENALTY

- A. Any water bills not paid within fifteen (15) days of invoicing, shall be subject to a ten percent (10%) penalty to be added to the total sum of such delinquent water bill.
- B. When the water is turned off for nonpayment of charges, a charge of twenty five dollars (\$25.00) will be made for turning on the water service. However, all delinquencies shall be paid in full before the water will be turned on again.

SECTION 11: REMOVING COVER: OBSTRUCTING CURB BOXES

No person unless authorized by the Village Administrator, shall remove the cover of any curb box, or place any dirt, stone or other obstruction in such boxes, or commit any act tending to obstruct the use of the same.

SECTION 12: USE OF WATER IN EMERGENCIES

- A. At any time when a dangerous shortage of water supply in the municipality necessitates limiting the use of water in the interest of its conservation, the Village Administrator may proclaim a condition of emergency within the Municipality and prescribe permissive uses of the public water supply.
- B. Any proclamation by the Village Administrator or his designee shall set forth any use of water forbidden in the interest of conservation and shall prescribe the effective date. Notice of such proclamation shall be posted conspicuously within the Municipality and advertised at least once in a newspaper of general circulation.
- C. No person shall violate the terms of any such proclamation issued pursuant to this section.

SECTION 13: RULES AND REGULATIONS

This foregoing rules and regulations may be amended or altered at any time. The Rock Creek Village Council may make any such additional rules and regulations in

respect thereto as may be necessary for the protection and management of the Municipal water system.

SECTION 14: PRIVATE WATER SUPPLY PROHIBITED

No new wells will be dug or drilled within the Village limits. All wells or other sources of potable water now in use may remain in service, providing they have not been condemned by the Ashtabula County Health Dept.

SECTION 15: SERVICE CHARGE FOR TESTING OF WATER METERS

- A. Should a person require of the Municipality that a water meter be tested for accuracy of measurement of water, failure or other items relating thereto, the Village shall check such meter. If such meter is within the standards as set forth by the American Water Works Association, standard C704.70 and/or American Water Works Association C700.77 and as amended thereafter a copy of such standard being on file with the Clerk of Council and the Ashtabula County Public Law Library, the meter so checked shall be returned to the property and there shall be fifteen dollar (\$15.00) charge for the checking of the meter which shall be paid by the property owner. Should the water meter so checked fail to meet the standards as set forth herein, the meter shall be replaced at no charge to the property owners.
- B. The collection of the fifteen dollar (\$15.00) charge as provided herein shall be added to the water bill and collected in the same manner as other water bill charges.

SECTION 16: BYPASSING METERS PROHIBITED

No person shall bypass any water meter which is installed to measure the water consumed by such person or on a property which may be owned by such person.

SECTION 17: PENALTY

Whoever violates any provision of this Ordinance shall be fined not more than one hundred dollars (\$100.00). Any such violation shall constitute a separate offense on each successive day continued. In addition thereto, any person who illegally bypasses a water meter, which is installed to measure the water consumed, shall pay such amount as may be determined by the Municipality for the use of such illegally consumed water until such time as correction is made and inspected.

SECTION 18: SPECIAL WATER LINE EXTENSIONS: CHARGES

- A. A "special water line extension" means a water line constructed in a public right of way or easement to the Municipality, not being a dedicated street, necessary for fire protection and other industrial use and which Council has

found beneficial to the public in general.

- B. Water connection charges shall be borne by the applicant.
- C. Extension for residential use also, shall be borne by applicant.

SECTION 19: RIGHT OF ENTRY

- A. In case of an emergency or with prior notice by the Village Administrator or a duly authorized agent, shall have access to any premises supplied by water to make necessary examinations, readings and repairs of the water meters and water fixtures, at all reasonable hours between 9:00 A.M. and 5:00 P.M.
- B. Water meters shall be installed inside the building or structure and protected from freezing in a readily accessible position for easy reading and repairs. They shall be placed on the inside of the outer basement wall not less than six inches nor more than fifty-six (56) inches from the floor level. For dwellings not having a basement, the meter shall be placed on the inside wall or any wall of the house not less than six (6) inches and not more than fifty-six (56) inches from the floor level. Meters shall be horizontally level and plumb. The meter shall be installed in the service line before any branch, tee, wye or other type of connection and shall have ball valve immediately before and after the meter and prior to any branch, tee, wye or other type of connection. Any violation of this section shall be corrected at the property owner's expense, and such amount shall be payable as any other water charge.

SECTION 20: METER CARE AND REPAIR

All users of the water system shall protect the water meter from frost and all water users are cautioned against allowing their meters to freeze. Any meter found damaged by the negligence shall be repaired and the cost thereof will be charged to the property on which the meter was used. The same applies to allow meters to be injured by hot water.

SECTION 21: WATER RATES BASED ON METER READING

Except as provided otherwise, all water rates shall be based upon an actual consumption basis as appears from the tabulation of the meter reading during any month.

SECTION 22: METER READINGS

All water meters shall be read monthly by a duly authorized representative. If a premises is not open for inspection at the time of reading, the meter reader shall leave

a card, note or other memo, stating that he was unable to read the meter and that he will return on a given date between the hours of 10:00 a.m. and 6:00 p.m. If the meter reader is unable to make the required reading on the second visit, the charge so made for such location shall be the average of the prior six (6) months consumption months thereto. All inground meters will be read quarterly and billed monthly, during the winter months.

SECTION 23: RATES

A. The following rates for the product and services of the Municipal Waterworks System of the Village of Rock Creek, Ohio are hereby established:

a. For the period commencing June 1, 2002 and ending May 31, 2003, inclusive, the rates shall be as follows:

Residential Premises Located Inside Corporate Limits of Village:

First 3,000 gallons \$21.00
All additional gallons \$3.41 per 1,000 gallons or part thereof

Commercial Premises Located Inside Corporate Limits of Village

First 3,000 gallons \$26.44
All additional gallons \$3.41 per 1,000 gallons

b. For the period commencing June 1, 2003 and ending May 31, 2004, inclusive, the rates shall be as follows:

Residential Premises Located Inside Corporate Limits of Village:

First 3,000 gallons \$22.05
All additional gallons \$3.58 per 1,000 gallons

Commercial Premises Located Inside Corporate Limits of Village

First 3,000 gallons \$27.76
All additional gallons \$3.58 per 1,000 gallons

c. For the period commencing June 1, 2004 and ending May 31, 2005, inclusive, the rates shall be as follows:

Residential Premises Located Inside Corporate Limits of Village:

First 3,000 gallons \$22.60
All additional gallons \$3.67 per 1,000 gallons

Commercial Premises Located Inside Corporate Limits of Village

First 3,000 gallons \$28.45
All additional gallons \$3.67 per 1,000 gallons

d. For the period commencing June 1, 2005 and ending May 31, 2006, inclusive, the rates shall be as follows:

Residential Premises Located Inside Corporate Limits of Village:

First 3,000 gallons \$23.17
All additional gallons \$3.76 per 1,000 gallons

Commercial Premises Located Inside Corporate Limits of Village

First 3,000 gallons \$29.16
All additional gallons \$3.76 per 1,000 gallons

e. For the period commencing June 1, 2006 and ending May 31, 2007, inclusive, the rates shall be as follows:

Residential Premises Located Inside Corporate Limits of Village:

First 3,000 gallons \$23.75
All additional gallons \$3.85 per 1,000 gallons

Commercial Premises Located Inside Corporate Limits of Village

First 3,000 gallons \$29.89
All additional gallons \$3.85 per 1,000 gallons

f. All residential and commercial premises located outside corporate limits of Village:

All residential and commercial premises located outside the corporate limits of the Village of Rock Creek, Ohio, shall be charge 125% of the rate which would be applicable to such premises, whether residential or commercial. for the time period set forth hereinabove.

g. Owner's Charged:

Water rates as set forth hereinabove shall be charged to the owner of the real property and shall be billed monthly.

B. The premises located outside the corporate limits of the Village of Rock

Creek shall be charged 125% of the rate which would be applicable to such premises under the services set forth above for premises located within the corporate limits of the Village.

- C. Water rates as set above shall be charged to the owner of the real property and shall be billed monthly.
- D. Water rates set forth herein shall be reviewed in the months of May and November of each calendar year by Village Council.

SECTION 24: SERVICE OUTSIDE CORPORATE LIMITS

- A. Water connections and/or tap-ins, and/or lines, shall not be provided or extended or furnished to any person, corporation or any other entity, if the location or service is beyond the municipal corporation limits, without approval by Village Council.
- B. Where a meter has ceased to register, or meter reading could not be obtained, the quantity of water consumed for billing purpose will be based upon an average of the prior six (6) months consumption, and the conditions of water service prevailing during the period in which the meter failed to register.

SECTION 25: INTERRUPTION OF SERVICE

The Village shall make all reasonable efforts to eliminate interruption of service, and when such interruptions occur will endeavor to reestablish service with the shortest possible delay. Whenever the service is interrupted for the purpose of working on the distribution system or the station equipment, all consumers affected by such interruption will be notified in advance whenever it is possible to do so.

SECTION 26: DISCLAIMER OF VILLAGE LIABILITY

The Village shall in no event be held responsible for claim made against it by reason of the breaking of any mains or service pipe, or by reason of any other interruption of the supply of water caused by the breaking of machinery or stoppage for necessary repairs; and no person shall be entitled to damages nor have any portion of a payment refunded for any interruption of service which in the opinion of the Village may be deemed necessary.

SECTION 27: CHECK VALVE REQUIRED

Customers having boilers and/or pressure vessels receiving a supply of water from the Village must have a check valve on the water supply line and a vacuum valve on

the steam line to prevent collapse in case the water supply from the Village is discontinued or interrupted for any reason, with or without notice.

SECTION 28: USE FOR PUBLIC PURPOSE

Special terms and conditions may be made where water is used by the Village or community for public purposes such as fire extinguishment, public parks, etc.

SECTION 29: SERVICE LINES

The customer's service line shall be installed and maintained, at the customer's expense, in a safe and efficient manner and in accordance with the Village rules and regulations and with the regulations of the State and Local Boards of Health.

SECTION 30: USE: PURPOSE

Water furnished by the Village may be used only for commercial and domestic consumption by customers of the waterworks system, their guests, members of their household and their employees only. Said customers, members of household, guests, and employees shall not sell or give the water to any other persons.

SECTION 31: EASEMENT

Each customer shall grant or convey, or shall cause to be granted or conveyed to the Village a permanent easement and right-of-way across any property owned or controlled by the customer wherever said easement or right-of-way is necessary for the Village water facilities and lines, so as to be able to furnish service to the customer.

SECTION 32: DECISIONS BY VILLAGE

All decisions in connection with the manner of installation of any extension and maintenance thereof shall remain in the exclusive control of the Village and such extensions shall be the property of the Village and no other person shall have any right, title or interest therein.

SECTION 33: AMENDMENTS

These rules may be changed or amended.

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SECTION 34: COMPLAINTS

Complaints may be made to the Village Administrator by filing written notice with the Clerk of Council or Village Administrator and may be appealed to the Village Council within ten (10) days, after receipt of the decision of the Village Administrator.

SECTION 35: CONNECTION FEES

A connection fee for residential service or commercial service from the existing main to the curb stop shall be paid by the property owner unless Village Council otherwise designates. These charges shall include all material, labor and all other costs required to supply water service to the customers property.

SECTION 36: LANDLORD'S RESPONSIBILITY

In the case of leased lots, parcels of land or premises having connection with the System, the Landlord and tenant shall both be liable for the payment of the charges herein provided and the Village may proceed to collect such charges from either the landlord or the tenant.

SECTION 37: NOTICE OF SHUT OFF

Water consumers who desire their water to be turned off shall give the water board forty-eight hours notice and be charged for the water used during the calendar month, which the shut-off is ordered, which in no event shall be less than the minimum monthly charge.

SECTION TWO:

ORDINANCE NOS. 2098 PASSED FEBRUARY 11, 1998 IS HEREBY REPEALED.

SECTION THREE:

THIS ORDINANCE IS DECLARED TO BE AN EMERGENCY NECESSARY FOR THE IMMEDIATE PRESERVATION OF THE PUBLIC PEACE, HEALTH AND SAFETY OF THE RESIDENTS OF THE VILLAGE OF ROCK CREEK, OHIO; WHEREFORE, PROVIDED THAT THIS ORDINANCE RECEIVES THE AFFIRMATIVE VOTE OF TWO-THIRDS (2/3) OF ALL MEMBERS ELECTED TO COUNCIL, THIS ORDINANCE SHALL BE IN FORCE AND EFFECT FROM AND IMMEDIATELY AFTER ITS PASSAGE, OTHERWISE IT SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER THE EARLIEST PERIOD ALLOWED BY LAW.

PASSED:

August 14 2002

APPROVED:

Barbara A. Maruna
BARBARA A. MARUNA, MAYOR

ATTEST:

Theresa M. Cumberledge
THERESA CUMBERLEDGE
CLERK-TREASURER

1st Reading 7-10-02
2nd Reading 7-24-02
3rd Reading 8-14-02

DECLARATION OF USE RESTRICTION AND ACCESS AGREEMENT

THIS DECLARATION OF USE RESTRICTION AND ACCESS AGREEMENT (hereinafter the "Agreement") is made and effective as of July 20, 2000, by Grantor GARY PASQUALONE, duly appointed Administrator of the Estate of William H. Kraus, of 302 South Broadway, Geneva, Ohio, (hereinafter called the "Property Owner").

WITNESSETH:

WHEREAS, the Property Owner presently owns the parcel of land located at Jefferson Street, Rock Creek, Ohio, as more fully described in Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as the "Property"); and

WHEREAS, the Property Owner has previously granted access to the United States Environmental Protection Agency ("EPA") for the purpose of constructing remedial facilities and conducting remedial actions pursuant to 42 U.S.C. § 9601 *et seq.*, including the placement of extraction trenches and monitoring wells on the Property ("EPA Work"); and

WHEREAS, certain parties to litigation known as *United States v. Dearing et al.*, Case No. 4:89 CV 2002 and *State of Ohio v. Dearing, et al.*, Case No. 4:92 CV 1364 (the "Litigation") have agreed to perform certain remedial work on the Property pursuant to a Consent Decree entered by the Court in the above-referenced litigation (hereinafter the "Work Performing Defendants") including monitoring, conducting investigations and maintenance of existing remedial facilities on the Property (the "Consent Decree Work") (hereinafter the EPA Work and the Consent Decree Work shall be called the "Remedial Work"); and

WHEREAS, in consideration for the performance of the Remedial Work by the Work Performing Defendants and the mutual release of all claims as hereinafter described, Property Owner has agreed to impose on the Property the use and access restrictions described below and to grant the Work Performing Defendants unrestricted access to the Property to perform the Remedial Work; and

WHEREAS, the Property Owner disputes the Work Performing Defendants' claims of liability under 42 U.S.C. § 9601 *et seq.* or any other claim of liability associated with this Agreement or the performance of the Remedial Work; and


WHEREAS, the Work Performing Defendants dispute the Property Owner's claims of liability under 42 U.S.C. § 9601 *et seq.* or any other claim of liability associated with this Agreement or the performance of the Remedial Work; and

WHEREAS, the parties acknowledge that this Agreement is made as a mutual resolution of threatened claims; and

MICHAEL L WATKINS
6055 ROCKSIDE WOODS BLVD
STE 350
INDEPENDENCE, OH 44131

242141-1

had


Doc ID: 002209380006 Type: G/I
Kind: DECLARATION
Recorded: 07/20/2010 at 08:31:21 AM
Fee Amt: \$60.00 Page 1 of 6
Ashtabula County, Ohio
Judith A. Barta Recorder
File# 2010-00008322

BK 477 PG 1950-1955

NOW, THEREFORE, for good and valuable consideration including the above recitals, the receipt and adequacy of which are hereby acknowledged, the Property Owner declares as follows:

1. Construction, Building and Use Restriction. Property Owner acknowledges that no buildings or other structures shall be constructed on the Property, no groundwater may be extracted from under the Property, nor shall Property Owner cause or allow any incursion, drilling, excavating or filling to be done, which in the judgement of Work Performing Defendants, would impair the integrity or performance of the existing remedial facilities constructed on the Property by EPA and maintained by the Work Performing Defendants pursuant to the Consent Decree, or would impair Work Performing Defendants' rights granted by this Agreement or their ability to perform the Remedial Work.

2. Continuing Restriction. All of the restrictions contained in Paragraph 1 above shall run with the land, inure to the benefit of EPA and the Work Performing Defendants, and shall be binding upon the Property Owner, his/her heirs, personal representatives, successors, assigns, transferees, or any other owner of the Property. All of the restrictions contained in Paragraph 1 above shall continue until the Consent Decree Work is completed.

3. Request for Variance from Use Restriction. Any person may request written approval for a use of the Property which is not specifically prohibited by the use restrictions set forth above in Paragraph 1 and is not prohibited by the Consent Decree by submitting a written request, via certified mail, to the General Counsel or chief legal officer of any of the Work Performing Defendants. Written authorization must be obtained from such person prior to performing any activity on the Property.

4. Access Granted to Work Performing Defendants. Property Owner hereby grants to Work Performing Defendants, their designated representatives, agents, employees, contractors, successors and assigns, permission to enter upon the Property for the purpose of (i) performing the Consent Decree Work, including, but not limited to, the maintenance, construction, repair, operation and replacement of the remedy required by the Consent Decree (ii) ensuring compliance with this Agreement, and (iii) assessing the need for, planning, or implementing additional response actions at or near the Property.

5. Violation. For violation or breach of the use and other restrictions contained in Paragraph 1 or any restriction of the Work Performing Defendants' access to the Property for any purpose consistent with this Agreement, the Work Performing Defendants, or any one of them, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to obtain injunctive relief in order to prevent violation or breach of the use restrictions or this Agreement. Failure to timely enforce the foregoing covenant, use restriction or any provision of this Agreement by any party shall not bar subsequent enforcement and shall in no manner be deemed a waiver or relinquishment of any rights granted by this Agreement.

6. Release. A. In consideration of the use and other restrictions contained in Paragraph 1 above, and the access rights granted in Paragraph 4 above, the Work Performing Defendants hereby release and forever discharge Property Owner from any and all claims, demands, liabilities, judgments, damages and losses, arising out of the Remedial Work performed on the Property (including mechanic's liens and the possibility thereof) and the negligent or intentional acts or omissions of Work Performing Defendants and their agents, employees and contractors in and on the Property including, without limitation, any claims or liabilities for violation of applicable environmental laws. The provisions of this Paragraph 6(A) shall survive the expiration of this Agreement.

B. In consideration of the actions that will be performed by the Work Performing Defendants under the terms of this Agreement and the Consent Decree, the Property Owner, individually and on behalf of his/her heirs, personal representatives, successors or assigns, hereby fully and forever releases and discharges Work Performing Defendants, and each of them, from all claims, demands, obligations, liabilities, indebtedness, accounts and causes of action of every kind or description (collectively "Claims"), in law, equity, or otherwise, whether known or suspected, which he/she ever had or asserted, or may now or hereafter have or assert against the Work Performing Defendants and which arise under or with respect to, or in any other way relate to the Property, the Remedial Work, or any alleged diminution of value or reduction in use of the Property. The Property Owner, individually and on behalf of his/her heirs, personal representatives, successors or assigns, covenants that no suit, arbitration, administrative referral or other action shall be commenced or procured against the Work Performing Defendants based on any Claims nor shall any Claims be asserted against the Work Performing Defendants in any action by way of counterclaim, cross-complaint or similar pleading; and this Paragraph 6(B) shall be a complete bar to any such proceeding. Without limiting the foregoing, the release contained in this Paragraph 6(B) shall include and apply to any claim for contribution and/or indemnification by the Property Owner. The provisions of this Paragraph 6(B) shall survive the expiration of this Agreement.

7. Title. Property Owner covenants with Work Performing Defendants that he/she is the owner of the Property described above and has full power to convey the rights conveyed by this Declaration of Use Restriction.

8. Recording. This instrument is to be recorded in the office of the Ashtabula County Recorder and shall be deemed incorporated by reference in any future deed or conveyance of the Property or any interest or portion thereof.

IN WITNESS WHEREOF, Property Owner has caused this Declaration of Use Restriction to be executed as of the day and year first above written.

Signed and acknowledged
in the presence of:

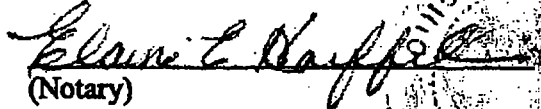
Kathryn A. Pasqualone
(Print name) KATHRYN A. PASQUALONE

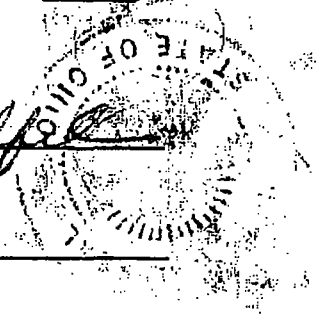
Gary Pasqualone
Gary Pasqualone, Esq.,
Administrator of the Estate of William H. Kraus

Elaine E. Hoeffel
(Print name) ELAINE E. HOEFFEL

State of Ohio)
) SS
County of ASHTABULA)

The foregoing instrument was acknowledged before me this 20th day of July, 2000
by Gary Pasqualone, as Administrator of the Estate of William H. Kraus.


(Notary)



My commission expires on _____

ELAINE E. HOEFFEL, Notary Public
State of Ohio (Ash. Cty.)
My Commission Expires Oct. 3, 2004

This instrument was prepared by:

WALTER & HAVERFIELD P.L.L.
1300 Terminal Tower
Cleveland, Ohio 44113
(216) 781-1212

EXHIBIT "A" TO DECLARATION OF USE RESTRICTION
Executed by Gary Pasqualone, Administrator of the Estate of William H. Kraus

Parcel Reference No. 35-018-00-030-00

PARCEL IX: Situated in the Township of Morgan, County of Ashtabula and State of Ohio: and known as being a part of Lots No. 106 and 116 in said Township, being also in the Village of Rock Creek, and bounded as follows: Beginning at the southwesterly corner of land now or formerly owned by Mary Willey and others running thence southerly from a point described as being the southwest corner of parcel described in Volume 213, Page 428 along the center of the highway known as Jefferson Street 10.39 chains; thence S. 33° 30' East 18.57 chains along lands of Isabell Covell, J.A. Harrington, and others; thence North 71° 15' East 1.40 chains along the North line of Grove Street; thence North 15' West 11.84 chains along the west line of depot group's of the P.Y. and A.R.R. Company; thence east 1.47 chains; thence North 15' West 3.92 chains along the P.Y. and A.R.R. Company thence South 87° 30' West 1.86 chains along lands of Mary Willey and others; thence North 28° west 5.93 chains to the place of beginning. Containing sixteen (16) acres of land. Volume 84 Page 64

PARCEL XIII: Situated in the Village of Rock Creek, Township of Morgan, County of Ashtabula and State of Ohio: and known as being a part of Lot Number one-hundred fifteen in said Township, and bounded as follows: Commencing thirty feet North of the Southeast corner of a lot formerly owned by V.D. Latimer, and thence running northerly along the west line of the highway thirty feet; thence westerly one hundred sixty-five feet; thence running southerly thirty feet; thence Easterly one hundred sixty-five feet to the place of beginning. Volume 696 Page 349

PARCEL XV: Situated in the Village of Rock Creek, County of Ashtabula and State of Ohio: and Being a part of Original Lot No. 116 in the Township of Morgan, County of Ashtabula and State of Ohio, and bounded as follows: On the North by original lot line; on the east by public highway running north and south; on the south by public highway crossing the railway tract near the station, and on the west by the east line of Penna. R.R. Co. and is part of the same land deeded by the heirs of Edgar O. Miller to Nelson B. Addicott in 1922. Containing about Forty One Hundredths of an acre of land. Volume 694 Page 456

DECLARATION OF USE RESTRICTION AND ACCESS AGREEMENT

THIS DECLARATION OF USE RESTRICTION AND ACCESS AGREEMENT (hereinafter the "Agreement") is made and effective as of September 19, 2000, by Grantor DONALD D. JANSON and LORETTA B. JANSON of 418 Garford Road, Geneva, Ohio, (hereinafter called the "Property Owner").

WITNESSETH:

WHEREAS, the Property Owner presently owns the parcel of land located at Mechanic Street, Rock Creek, Ohio, as more fully described in Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as the "Property"); and

WHEREAS, the Property Owner has previously granted access to the United States Environmental Protection Agency ("EPA") for the purpose of constructing remedial facilities and conducting remedial actions pursuant to 42 U.S.C. § 9601 *et seq.*, including the placement of monitoring wells on the Property ("EPA Work"); and

WHEREAS, certain parties to litigation known as *United States v. Dearing et al.*, Case No. 4:89 CV 2002 and *State of Ohio v. Dearing, et al.*, Case No. 4:92 CV 1364 (the "Litigation") have agreed to perform certain remedial work on the Property pursuant to a Consent Decree entered by the Court in the above-referenced litigation (hereinafter the "Work Performing Defendants") including monitoring, conducting investigations and maintenance of existing remedial facilities on the Property (the "Consent Decree Work") (hereinafter the EPA Work and the Consent Decree Work shall be called the "Remedial Work"); and

WHEREAS, in consideration for the performance of the Remedial Work by the Work Performing Defendants and the mutual release of all claims as hereinafter described, Property Owner has agreed to impose on the Property the use and access restrictions described below and to grant the Work Performing Defendants unrestricted access to the Property to perform the Remedial Work; and

WHEREAS, the Property Owner disputes the Work Performing Defendants' claims of liability under 42 U.S.C. § 9601 *et seq.* or any other claim of liability associated with this Agreement or the performance of the Remedial Work; and

WHEREAS, the Work Performing Defendants dispute the Property Owner's claims of liability under 42 U.S.C. § 9601 *et seq.* or any other claim of liability associated with this Agreement or the performance of the Remedial Work; and

WHEREAS, the parties acknowledge that this Agreement is made as a mutual resolution of threatened claims; and

242149-1

MICHAEL L. WATKINS
6055 ROCKSIDE WOODS BLVD
STE 350
INDEPENDENCE, OH 44131

Wad



Doc ID: 002209320008 Type: G/I
Kind: DECLARATION
Recorded: 07/20/2010 at 08:31:21 AM
Fee Amt: \$60.00 Page 1 of 8
Ashtabula County, Ohio
Judith A. Barta Recorder
File# 2010-00006318

BK 477 PG 1926-1931

NOW, THEREFORE, for good and valuable consideration including the above recitals, the receipt and adequacy of which are hereby acknowledged, the Property Owner declares as follows:

1. Construction, Building and Use Restriction. Property Owner acknowledges that no buildings or other structures shall be constructed on the Property, no groundwater may be extracted from under the Property, nor shall Property Owner cause or allow any incursion, drilling, excavating or filling to be done, which in the judgement of Work Performing Defendants, would impair the integrity or performance of the existing remedial facilities constructed on the Property by EPA and maintained by the Work Performing Defendants pursuant to the Consent Decree, or would impair Work Performing Defendants' rights granted by this Agreement or their ability to perform the Remedial Work.

2. Continuing Restriction. All of the restrictions contained in Paragraph 1 above shall run with the land, inure to the benefit of EPA and the Work Performing Defendants, and shall be binding upon the Property Owner, his/her heirs, personal representatives, successors, assigns, transferees, or any other owner of the Property. All of the restrictions contained in Paragraph 1 above shall continue until the Consent Decree Work is completed.

3. Request for Variance from Use Restriction. Any person may request written approval for a use of the Property which is not specifically prohibited by the use restrictions set forth above in Paragraph 1 and is not prohibited by the Consent Decree by submitting a written request, via certified mail, to the General Counsel or chief legal officer of any of the Work Performing Defendants. Written authorization must be obtained from such person prior to performing any activity on the Property.

4. Access Granted to Work Performing Defendants. Property Owner hereby grants to Work Performing Defendants, their designated representatives, agents, employees, contractors, successors and assigns, permission to enter upon the Property for the purpose of (i) performing the Consent Decree Work, including, but not limited to, the maintenance, construction, repair, operation and replacement of the remedy required by the Consent Decree (ii) ensuring compliance with this Agreement, and (iii) assessing the need for, planning, or implementing additional response actions at or near the Property.

5. Payment to Property Owner. As further consideration for Property Owner granting Work Performing Defendants the rights and restrictions set forth herein relating to the Property, Work Performing Defendants shall pay Property Owner the sum of One Thousand Dollars (\$1,000.00).

6. Violation. For violation or breach of the use and other restrictions contained in Paragraph 1 or any restriction of the Work Performing Defendants' access to the Property for any purpose consistent with this Agreement, the Work Performing Defendants, or any one of them, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to obtain injunctive relief in order to prevent violation or breach of the use restrictions or this Agreement. Failure to timely

enforce the foregoing covenant, use restriction or any provision of this Agreement by any party shall not bar subsequent enforcement and shall in no manner be deemed a waiver or relinquishment of any rights granted by this Agreement.

7. Release. A. In consideration of the use and other restrictions contained in Paragraph 1 above, and the access rights granted in Paragraph 4 above, the Work Performing Defendants hereby release and forever discharge Property Owner from any and all claims, demands, liabilities, judgments, damages and losses, arising out of the Remedial Work performed on the Property (including mechanic's liens and the possibility thereof) and the negligent or intentional acts or omissions of Work Performing Defendants and their agents, employees and contractors in and on the Property including, without limitation, any claims or liabilities for violation of applicable environmental laws. The provisions of this Paragraph 7(A) shall survive the expiration of this Agreement.

B. In consideration of the payment made to Property Owner in accordance with Paragraph 5 above and the actions that will be performed by the Work Performing Defendants under the terms of this Agreement and the Consent Decree, the Property Owner, individually and on behalf of his/her heirs, personal representatives, successors or assigns, hereby fully and forever releases and discharges Work Performing Defendants, and each of them, from all claims, demands, obligations, liabilities, indebtedness, accounts and causes of action of every kind or description (collectively "Claims"), in law, equity, or otherwise, whether known or suspected, which he/she ever had or asserted, or may now or hereafter have or assert against the Work Performing Defendants and which arise under or with respect to, or in any other way relate to the Property, the Remedial Work, or any alleged diminution of value or reduction in use of the Property. The Property Owner, individually and on behalf of his/her heirs, personal representatives, successors or assigns, covenants that no suit, arbitration, administrative referral or other action shall be commenced or procured against the Work Performing Defendants based on any Claims nor shall any Claims be asserted against the Work Performing Defendants in any action by way of counterclaim, cross-complaint or similar pleading; and this Paragraph 7(B) shall be a complete bar to any such proceeding. Without limiting the foregoing, the release contained in this Paragraph 7(B) shall include and apply to any claim for contribution and/or indemnification by the Property Owner. The provisions of this Paragraph 7(B) shall survive the expiration of this Agreement.

8. Title. Property Owner covenants with Work Performing Defendants that he/she is the owner of the Property described above and has full power to convey the rights conveyed by this Declaration of Use Restriction.

9. Recording. This instrument is to be recorded in the office of the Ashtabula County Recorder and shall be deemed incorporated by reference in any future deed or conveyance of the Property or any interest or portion thereof.

IN WITNESS WHEREOF, Property Owner has caused this Declaration of Use Restriction to be executed as of the day and year first above written.

Signed and acknowledged
in the presence of :

Michael L. Watkins
(Print name) Michael L. Watkins

Joan E. Green
(Print name) JOAN E. GREEN

Donald D. Janson
Donald D. Janson

Michael L. Watkins
(Print name) Michael L. Watkins

Joan E. Green
(Print name) JOAN E. GREEN

Loretta B. Janson
Loretta B. Janson

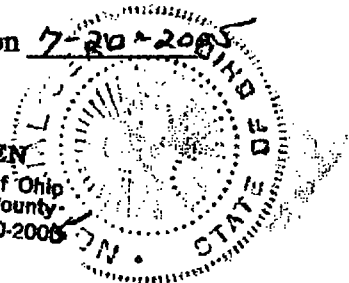
State of Ohio)
) SS
County of ASHTABULA)

The foregoing instrument was acknowledged before me this 19th day of Sept., 2000
by Donald D. Janson.

Joan E. Green
(Notary)

My commission expires on 7-20-2005

JOAN E. GREEN
Notary Public, State of Ohio
Recorded in Medina County
My Comm Expires 7-20-2005



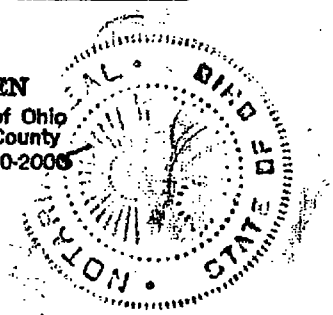
State of Ohio)
) SS
County of ASHTABULA)

The foregoing instrument was acknowledged before me this 19th day of Sept., 2000
by Loretta B. Janson.

Joan E. Green
(Notary)

My commission expires on 7-20-2005

JOAN E. GREEN
Notary Public, State of Ohio
Recorded in Medina County
My Comm Expires 7-20-2005



This instrument was prepared by:

WALTER & HAVERFIELD P.L.L.
1300 Terminal Tower
Cleveland, Ohio 44113
(216) 781-1212

EXHIBIT "A" TO DECLARATION OF USE RESTRICTION

Executed by Donald D. Janson and Loretta B. Janson

Parcel Reference No. 35-032-00-004-00

Situated in the Township of Morgan, County of Ashtabula, and State of Ohio and known as being part of lot number 117 in said Township and bounded and described as follows:

Beginning at an iron pin at the intersection of the center line of Mechanic Street with the center line of Grove Street; thence Southerly along the center line of Mechanic Street three hundred (300) feet to a point; thence Westerly at right angles to last described line thirty (30) feet to an iron pin; thence in the same course one hundred and forty (140) feet to an iron pin; thence Southerly at right angles with the last described line seven (7) feet to an iron pin; thence Westerly a right angles with the last described line twenty-four and fifty-one hundredths (24.50) feet to an iron pin; thence in the same course one and thirty-six hundredths (1.36) feet to the east right of way lien of the P.Y. and A.R.R., thence Northerly along the east right of way line of said Railroad three hundred sixteen and seventy-nine one hundredths (316.79) feet to the center of Grove Street; thence Easterly along the center of Grove Street one hundred ninety-five and eighty one-hundredths (195.80) feet to the place of beginning, and containing one and thirty-seven hundredths (1.37) acres of land, be the same more or less but subject to all legal highways.

Parcel Number: 35-032-00-004-00

DECLARATION OF USE RESTRICTION AND ACCESS AGREEMENT

THIS DECLARATION OF USE RESTRICTION AND ACCESS AGREEMENT (hereinafter the "Agreement") is made and effective as of September 5, 2000, by Grantor JOANNE TRESSLER and GORDON TRESSLER of 2767 Marrian Road, Dorset, Ohio, 44032 (hereinafter called the "Property Owner").

WITNESSETH:

WHEREAS, Property Owner owns a parcel of land located at Mechanic Street, Rock Creek, Ohio, as more fully described in Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as the "Property"); and

WHEREAS, Property Owner has previously granted access to the United States Environmental Protection Agency ("EPA") for the purpose of constructing remedial facilities and conducting remedial actions pursuant to 42 U.S.C. § 9601 *et seq.*, including the placement of a treatment building on the Property ("EPA Work"); and *

WHEREAS, certain parties to litigation known as *United States v. Dearing et al.*, Case No. 4:89 CV 2002 and *State of Ohio v. Dearing, et al.*, Case No. 4:92 CV 1364 (the "Litigation") have agreed to perform certain remedial work on the Property pursuant to a Consent Decree entered by the Court in the above-referenced litigation (hereinafter the "Work Performing Defendants") including monitoring, conducting investigations and maintenance of existing remedial facilities on the Property (the "Consent Decree Work") (hereinafter the EPA Work and the Consent Decree Work shall be called the "Remedial Work"); and

WHEREAS, in consideration for the performance of the Remedial Work by the Work Performing Defendants and the mutual release of all claims as hereinafter described, Property Owner has agreed to impose on the Property the use and access restrictions described below and to grant the Work Performing Defendants unrestricted access to the Property to perform the Remedial Work; and

WHEREAS, the Property Owner disputes the Work Performing Defendants' claims of liability under 42 U.S.C. § 9601 *et seq.* or any other claim of liability associated with this Agreement or the performance of the Remedial Work; and

WHEREAS, the Work Performing Defendants dispute the Property Owner's claims of liability under 42 U.S.C. § 9601 *et seq.* or any other claim of liability associated with this Agreement or the performance of the Remedial Work; and

WHEREAS, the parties acknowledge that this Agreement is made as a mutual resolution of threatened claims; and

Jo
Ge 242143-1 *JOANNE and GORDON TRESSLER purchased the property after the remediation efforts began (including the placement of the treatment building), therefore they did not expressly grant access to the United States Environmental Protection Agency.


NOW, THEREFORE, for good and valuable consideration including the above recitals, the receipt and adequacy of which are hereby acknowledged, the Property Owner declares as follows:

1. **Construction, Building and Use Restriction.** Property Owner acknowledges that no buildings or other structures shall be constructed on the Property, no groundwater may be extracted from under the Property, nor shall Property Owner cause or allow any incursion, drilling, excavating or filling to be done, which in the judgement of Work Performing Defendants, would impair the integrity or performance of the existing remedial facilities constructed on the Property by EPA and maintained by the Work Performing Defendants pursuant to the Consent Decree, or would impair Work Performing Defendants' rights granted by this Agreement or their ability to perform the Remedial Work.

2. **Continuing Restriction.** All of the restrictions contained in Paragraph 1 above shall run with the land, inure to the benefit of EPA and the Work Performing Defendants, and shall be binding upon the Property Owner, his/her heirs, personal representatives, successors, assigns, transferees, or any other owner of the Property. All of the restrictions contained in Paragraph 1 above shall continue until the Consent Decree Work is completed.

3. **Request for Variance from Use Restriction.** Any person may request written approval for a use of the Property which is not specifically prohibited by the use restrictions set forth above in Paragraph 1 and is not prohibited by the Consent Decree by submitting a written request, via certified mail, to the General Counsel or chief legal officer of any of the Work Performing Defendants. Written authorization must be obtained from such person prior to performing any activity on the Property.

4. **Access Granted to Work Performing Defendants.** Property Owner hereby grants to Work Performing Defendants, their designated representatives, agents, employees, contractors, successors and assigns, permission to enter upon the Property for the purpose of (i) performing the Consent Decree Work, including, but not limited to, the maintenance, construction, repair, operation and replacement of the remedy required by the Consent Decree (ii) ensuring compliance with this Agreement, and (iii) assessing the need for, planning, or implementing additional response actions at or near the Property.

 5. **Payment to Property Owner.** As further consideration for Property Owner granting Work Performing Defendants the rights and restrictions set forth herein relating to the Property, Work Performing Defendants shall pay Property Owner the sum of One Thousand ~~DOLLARS (\$1,000.00)~~ Seven Hundred Fifty Dollars (\$1,750.00).

6. **Violation.** For violation or breach of the use and other restrictions contained in Paragraph 1 or any restriction of the Work Performing Defendants' access to the Property for any purpose consistent with this Agreement, the Work Performing Defendants, or any one of them, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to obtain injunctive relief in order to prevent violation or breach of the use restrictions or this Agreement. Failure to timely

enforce the foregoing covenant, use restriction or any provision of this Agreement by any party shall not bar subsequent enforcement and shall in no manner be deemed a waiver or relinquishment of any rights granted by this Agreement.

7. Release. A. In consideration of the use and other restrictions contained in Paragraph 1 above, and the access rights granted in Paragraph 4 above, the Work Performing Defendants hereby release and forever discharge Property Owner from any and all claims, demands, liabilities, judgments, damages and losses, arising out of the Remedial Work performed on the Property (including mechanic's liens and the possibility thereof) and the negligent or intentional acts or omissions of Work Performing Defendants and their agents, employees and contractors in and on the Property including, without limitation, any claims or liabilities for violation of applicable environmental laws. The provisions of this Paragraph 7(A) shall survive the expiration of this Agreement.

B. In consideration of the payment made to Property Owner in accordance with Paragraph 5 above and the actions that will be performed by the Work Performing Defendants under the terms of this Agreement and the Consent Decree, the Property Owner, individually and on behalf of his/her heirs, personal representatives, successors or assigns, hereby fully and forever releases and discharges Work Performing Defendants, and each of them, from all claims, demands, obligations, liabilities, indebtedness, accounts and causes of action of every kind or description (collectively "Claims"), in law, equity, or otherwise, whether known or suspected, which he/she ever had or asserted, or may now or hereafter have or assert against the Work Performing Defendants and which arise under or with respect to, or in any other way relate to the Property, the Remedial Work, or any alleged diminution of value or reduction in use of the Property. The Property Owner, individually and on behalf of his/her heirs, personal representatives, successors or assigns, covenants that no suit, arbitration, administrative referral or other action shall be commenced or procured against the Work Performing Defendants based on any Claims nor shall any Claims be asserted against the Work Performing Defendants in any action by way of counterclaim, cross-complaint or similar pleading; and this Paragraph 7(B) shall be a complete bar to any such proceeding. Without limiting the foregoing, the release contained in this Paragraph 7(B) shall include and apply to any claim for contribution and/or indemnification by the Property Owner. The provisions of this Paragraph 7(B) shall survive the expiration of this Agreement.

8. Title. Property Owner covenants with Work Performing Defendants that he/she is the owner of the Property described above and has full power to convey the rights conveyed by this Declaration of Use Restriction.

9. Recording. This instrument is to be recorded in the office of the Ashtabula County Recorder and shall be deemed incorporated by reference in any future deed or conveyance of the Property or any interest or portion thereof.

IN WITNESS WHEREOF, Property Owner has caused this Declaration of Use Restriction to be executed as of the day and year first above written.

Signed and acknowledged
in the presence of:

Joanne Tressler

(Print name)

Joanne Tressler

Joanne Tressler

Teresa A. Watson

(Print name)

Deborah M. Cumberland

(Print name)

Gordon Tressler

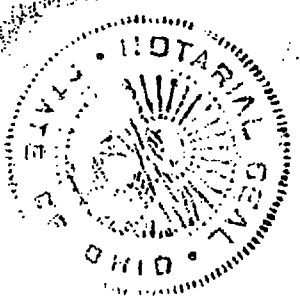
Gordon Tressler

Deborah M. Cumberland

(Print name)

State of Ohio)
County of Ashtabula) SS

The foregoing instrument was acknowledged before me this 12th day of December, 2000
by Joanne Tressler.



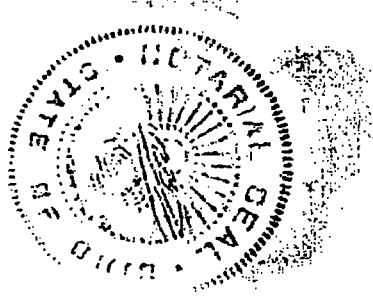
Cheryl L. Wittenmyer
(Notary)

My commission expires on _____

Cheryl L. Wittenmyer, Notary Public
State of Ohio
My Commission Expires, 9-26-05

State of Ohio)
County of Ashtabula) SS

The foregoing instrument was acknowledged before me this 12th day of December, 2000
by Gordon Tressler.



Cheryl L. Wittenmyer
(Notary)

My commission expires on _____

Cheryl L. Wittenmyer, Notary Public
State of Ohio
My Commission Expires, 9-26-05

This instrument was prepared by:

WALTER & HAVERFIELD P.L.L.
1300 Terminal Tower
Cleveland, Ohio 44113
(216) 781-1212

EXHIBIT "A" TO DECLARATION OF USE RESTRICTION

Executed by Joanne Tressler

Parcel Reference No. 35-032-00-003-00

Beginning at an iron pin in the westerly line of the Public Highway known as Mechanic Street at the northeast corner of lands formerly owned by the Reick-McJunkin Dairy Company now titled to Combustion Engineering, Inc. by deed recorded in Volume 47, page 4346 Ashtabula County General Records; thence North 89° 40' West along the northerly line of said land of said Dairy Company, 165.56 feet to the easterly line of lands of the P.Y. & A.R.R. Co.; thence Northerly along the easterly line of said land of said Railroad Company 171.61 feet to an iron pin; thence Easterly 25.56 feet to an iron pin; thence Northerly 7.00 feet to an iron pin; thence Easterly 140.00 feet to an iron pin in the westerly line of Mechanics Street; thence Southerly, along the westerly line of Mechanic Street, 179.58 feet to the place of beginning, containing 0.795 of an acre of land, be the same more or less, but subject to all legal highways.

Parcel No. 35-032-00-003-00

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DECLARATION OF USE RESTRICTION AND ACCESS AGREEMENT

THIS DECLARATION OF USE RESTRICTION AND ACCESS AGREEMENT (hereinafter the "Agreement") is made and effective as of August 3, 2000, by Grantor GARY L. MYERS of 4117 Riverdale Road, P.O. Box 144, Rock Creek, Ohio, (hereinafter called the "Property Owner").

WITNESSETH:

WHEREAS, the Property Owner presently owns the parcel of land located at 2678 Station Road, Rock Creek, Ohio, as more fully described in Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as the "Property"); and

WHEREAS, the Property Owner has previously granted access to the United States Environmental Protection Agency ("EPA") for the purpose of constructing remedial facilities and conducting remedial actions pursuant to 42 U.S.C. § 9601 *et seq.*, including the placement of extraction trenches and monitoring wells on the Property ("EPA Work"); and

WHEREAS, certain parties to litigation known as *United States v. Dearing et al.*, Case No. 4:89 CV 2002 and *State of Ohio v. Dearing, et al.*, Case No. 4:92 CV 1364 (the "Litigation") have agreed to perform certain remedial work on the Property pursuant to a Consent Decree entered by the Court in the above-referenced litigation (hereinafter the "Work Performing Defendants") including monitoring, conducting investigations and maintenance of existing remedial facilities on the Property (the "Consent Decree Work") (hereinafter the EPA Work and the Consent Decree Work shall be called the "Remedial Work"); and

WHEREAS, in consideration for the performance of the Remedial Work by the Work Performing Defendants and the mutual release of all claims as hereinafter described, Property Owner has agreed to impose on the Property the use and access restrictions described below and to grant the Work Performing Defendants unrestricted access to the Property to perform the Remedial Work; and


WHEREAS, the Property Owner disputes the Work Performing Defendants' claims of liability under 42 U.S.C. § 9601 *et seq.* or any other claim of liability associated with this Agreement or the performance of the Remedial Work; and

WHEREAS, the Work Performing Defendants dispute the Property Owner's claims of liability under 42 U.S.C. § 9601 *et seq.* or any other claim of liability associated with this Agreement or the performance of the Remedial Work; and

WHEREAS, the parties acknowledge that this Agreement is made as a mutual resolution of threatened claims; and

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MICHAEL L. WATKINS
6055 ROCKSIDE WOODS BLVD
STE 350
INDEPENDENCE, OH 44131
Mad


Doc ID: 002209370006 Type: G/I
Kind: DECLARATION
Recorded: 07/20/2010 at 08:31:21 AM
Fee Amt: \$60.00 Page 1 of 6
Ashtabula County, Ohio
Judith A. Barta Recorder
File# 2010-0006323

BK477 Pg 1956-1961

NOW, THEREFORE, for good and valuable consideration including the above recitals, the receipt and adequacy of which are hereby acknowledged, the Property Owner declares as follows:

1. Construction, Building and Use Restriction. Property Owner acknowledges that no buildings or other structures shall be constructed on the Property, no groundwater may be extracted from under the Property, nor shall Property Owner cause or allow any incursion, drilling, excavating or filling to be done, which in the judgement of Work Performing Defendants, would impair the integrity or performance of the existing remedial facilities constructed on the Property by EPA and maintained by the Work Performing Defendants pursuant to the Consent Decree, or would impair Work Performing Defendants' rights granted by this Agreement or their ability to perform the Remedial Work.

2. Continuing Restriction. All of the restrictions contained in Paragraph 1 above shall run with the land, inure to the benefit of EPA and the Work Performing Defendants, and shall be binding upon the Property Owner, his/her heirs, personal representatives, successors, assigns, transferees, or any other owner of the Property. All of the restrictions contained in Paragraph 1 above shall continue until the Consent Decree Work is completed.

3. Request for Variance from Use Restriction. Any person may request written approval for a use of the Property which is not specifically prohibited by the use restrictions set forth above in Paragraph 1 and is not prohibited by the Consent Decree by submitting a written request, via certified mail, to the General Counsel or chief legal officer of any of the Work Performing Defendants. Written authorization must be obtained from such person prior to performing any activity on the Property.

4. Access Granted to Work Performing Defendants. Property Owner hereby grants to Work Performing Defendants, their designated representatives, agents, employees, contractors, successors and assigns, permission to enter upon the Property for the purpose of (i) performing the Consent Decree Work, including, but not limited to, the maintenance, construction, repair, operation and replacement of the remedy required by the Consent Decree (ii) ensuring compliance with this Agreement, and (iii) assessing the need for, planning, or implementing additional response actions at or near the Property.

5. Violation. For violation or breach of the use and other restrictions contained in Paragraph 1 or any restriction of the Work Performing Defendants' access to the Property for any purpose consistent with this Agreement, the Work Performing Defendants, or any one of them, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to obtain injunctive relief in order to prevent violation or breach of the use restrictions or this Agreement. Failure to timely enforce the foregoing covenant, use restriction or any provision of this Agreement by any party shall not bar subsequent enforcement and shall in no manner be deemed a waiver or relinquishment of any rights granted by this Agreement.

6. Release. A. In consideration of the use and other restrictions contained in Paragraph 1 above, and the access rights granted in Paragraph 4 above, the Work Performing Defendants hereby release and forever discharge Property Owner from any and all claims, demands, liabilities, judgments, damages and losses, arising out of the Remedial Work performed on the Property (including mechanic's liens and the possibility thereof) and the negligent or intentional acts or omissions of Work Performing Defendants and their agents, employees and contractors in and on the Property including, without limitation, any claims or liabilities for violation of applicable environmental laws. The provisions of this Paragraph 6(A) shall survive the expiration of this Agreement.


B. In consideration of the actions that will be performed by the Work Performing Defendants under the terms of this Agreement and the Consent Decree, the Property Owner, individually and on behalf of his/her heirs, personal representatives, successors or assigns, hereby fully and forever releases and discharges Work Performing Defendants, and each of them, from all claims, demands, obligations, liabilities, indebtedness, accounts and causes of action of every kind or description (collectively "Claims"), in law, equity, or otherwise, whether known or suspected, which he/she ever had or asserted, or may now or hereafter have or assert against the Work Performing Defendants and which arise under or with respect to, or in any other way relate to the Property, the Remedial Work, or any alleged diminution of value or reduction in use of the Property. The Property Owner, individually and on behalf of his/her heirs, personal representatives, successors or assigns, covenants that no suit, arbitration, administrative referral or other action shall be commenced or procured against the Work Performing Defendants based on any Claims nor shall any Claims be asserted against the Work Performing Defendants in any action by way of counterclaim, cross-complaint or similar pleading; and this Paragraph 6(B) shall be a complete bar to any such proceeding. Without limiting the foregoing, the release contained in this Paragraph 6(B) shall include and apply to any claim for contribution and/or indemnification by the Property Owner. The provisions of this Paragraph 6(B) shall survive the expiration of this Agreement.

7. Title. Property Owner covenants with Work Performing Defendants that he/she is the owner of the Property described above and has full power to convey the rights conveyed by this Declaration of Use Restriction.

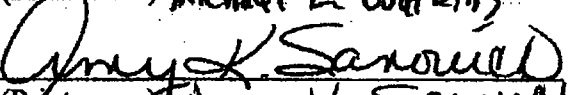
8. Recording. This instrument is to be recorded in the office of the Ashtabula County Recorder and shall be deemed incorporated by reference in any future deed or conveyance of the Property or any interest or portion thereof.

IN WITNESS WHEREOF, Property Owner has caused this Declaration of Use Restriction to be executed as of the day and year first above written.

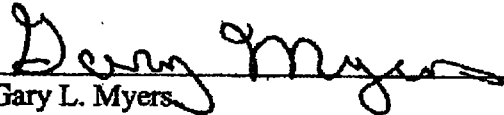
Signed and acknowledged
in the presence of:



(Print name) Michael L. Watkins



(Print name) Amy K. Sanchez


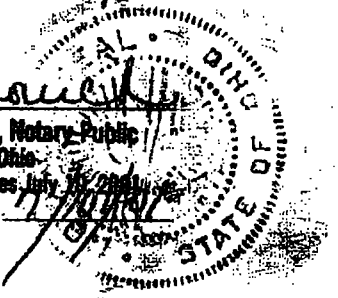


Gary L. Myers

State of Ohio)

County of Ashtabula) SS

The foregoing instrument was acknowledged before me this 3rd day of August 2000
by Gary L. Myers.


(Notary) **AMY K. SANOVICH, Notary Public**
State of Ohio
My commission expires 7/1/01


This instrument was prepared by:

WALTER & HAVERFIELD P.L.L.
1300 Terminal Tower
Cleveland, Ohio 44113
(216) 781-1212

EXHIBIT "A" TO DECLARATION OF USE RESTRICTION

Executed by Gary L. Myers

Parcel Reference No. 35-031-00-012-00

Situated in the Village of Rock Creek, Township of Morgan, County of Ashtabula and State of Ohio and bounded and described as follows: Being part of Original Morgan Township Lot No. 116 and bounded and described as follows: Beginning in the Southerly line of Station Street at the northwest corner of Tract 1 conveyed to Martin Mobile Milling, Inc. by deed dated June 15, 1966 and recorded in Volume 660, Page 503 of Ashtabula County Records; thence southerly along the westerly line of said Tract 2 about 20 feet to the westerly line of Tract 1 conveyed to Martin Mobile Milling, Inc., by said deed; thence southerly along the westerly line of said Tract 1 and the westerly line of Tract 3 conveyed by said deed to the northerly line of Tract 1 conveyed to Combustion Engineering, Inc. by deed recorded in General Records Volume 4, Page 7034 of Ashtabula County Records; thence northwesterly along the northerly line of said land so conveyed to Combustion Engineering to the southwesterly corner of lands conveyed to Gary B. and Cletta J. Barnett by deed recorded in Volume 892, Page 9 of Ashtabula County Records of Deeds; thence northerly along the westerly line of said lands of Barnett about 260 feet to the southerly line of Station Street; thence easterly along the southerly line of Station Street to the place of beginning, be the same more or less, but subject to all legal highways. Permanent Parcel No. 35-031-00-012-00

Subject to easements, encumbrances, restrictions, conditions, reservations, encroachments, oil and gas leases and rights of way of record; legal highways; zoning ordinances; taxes and assessments for the tax year 1996 and thereafter.

DECLARATION OF USE RESTRICTION AND ACCESS AGREEMENT

THIS DECLARATION OF USE RESTRICTION AND ACCESS AGREEMENT (hereinafter the "Agreement") is made and effective as of July 13, 2000, by Grantor CHARLES SUPPLEE of 1208 Tisch Road, Jefferson, Ohio, (hereinafter called the "Property Owner").

WITNESSETH:

WHEREAS, the Property Owner presently owns the parcel of land located at 2672 Station Street, Rock Creek, Ohio, as more fully described in Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as the "Property"); and

WHEREAS, the Property Owner has previously granted access to the United States Environmental Protection Agency ("EPA") for the purpose of constructing remedial facilities and conducting remedial actions pursuant to 42 U.S.C. § 9601 *et seq.*, including the placement of extraction trenches and monitoring wells on the Property ("EPA Work"); and

WHEREAS, certain parties to litigation known as *United States v. Dearing et al.*, Case No. 4:89 CV 2002 and *State of Ohio v. Dearing, et al.*, Case No. 4:92 CV 1364 (the "Litigation") have agreed to perform certain remedial work on the Property pursuant to a Consent Decree entered by the Court in the above-referenced litigation (hereinafter the "Work Performing Defendants") including monitoring, conducting investigations and maintenance of existing remedial facilities on the Property (the "Consent Decree Work") (hereinafter the EPA Work and the Consent Decree Work shall be called the "Remedial Work"); and

WHEREAS, in consideration for the performance of the Remedial Work by the Work Performing Defendants and the mutual release of all claims as hereinafter described, Property Owner has agreed to impose on the Property the use and access restrictions described below and to grant the Work Performing Defendants unrestricted access to the Property to perform the Remedial Work; and

WHEREAS, the Property Owner disputes the Work Performing Defendants' claims of liability under 42 U.S.C. § 9601 *et seq.* or any other claim of liability associated with this Agreement or the performance of the Remedial Work; and


WHEREAS, the Work Performing Defendants dispute the Property Owner's claims of liability under 42 U.S.C. § 9601 *et seq.* or any other claim of liability associated with this Agreement or the performance of the Remedial Work; and

WHEREAS, the parties acknowledge that this Agreement is made as a mutual resolution of threatened claims; and

242148-1

MICHAEL L WATKINS
6055 ROCKSIDE WOODS BLVD
STE 350
INDEPENDENCE, OH 44131

Noted


Doc ID: 002209330008 Type: Q/I
Kind: DECLARATION
Recorded: 07/20/2010 at 08:31:21 AM
Fee Amt: \$80.00 Page 1 of 8
Ashtabula County, Ohio
Judith A. Barta Recorder
File# 2010-00006319

BK 477 PG 1932-1937

NOW, THEREFORE, for good and valuable consideration including the above recitals, the receipt and adequacy of which are hereby acknowledged, the Property Owner declares as follows:

1. Construction, Building and Use Restriction. Property Owner acknowledges that no buildings or other structures shall be constructed on the Property, no groundwater may be extracted from under the Property, nor shall Property Owner cause or allow any incursion, drilling, excavating or filling to be done, which in the judgement of Work Performing Defendants, would impair the integrity or performance of the existing remedial facilities constructed on the Property by EPA and maintained by the Work Performing Defendants pursuant to the Consent Decree, or would impair Work Performing Defendants' rights granted by this Agreement or their ability to perform the Remedial Work.

2. Continuing Restriction. All of the restrictions contained in Paragraph 1 above shall run with the land; inure to the benefit of EPA and the Work Performing Defendants, and shall be binding upon the Property Owner, his/her heirs, personal representatives, successors, assigns, transferees, or any other owner of the Property. All of the restrictions contained in Paragraph 1 above shall continue until the Consent Decree Work is completed.

3. Request for Variance from Use Restriction. Any person may request written approval for a use of the Property which is not specifically prohibited by the use restrictions set forth above in Paragraph 1 and is not prohibited by the Consent Decree by submitting a written request, via certified mail, to the General Counsel or chief legal officer of any of the Work Performing Defendants. Written authorization must be obtained from such person prior to performing any activity on the Property.

4. Access Granted to Work Performing Defendants. Property Owner hereby grants to Work Performing Defendants, their designated representatives, agents, employees, contractors, successors and assigns, permission to enter upon the Property for the purpose of (i) performing the Consent Decree Work, including, but not limited to, the maintenance, construction, repair, operation and replacement of the remedy required by the Consent Decree (ii) ensuring compliance with this Agreement, and (iii) assessing the need for, planning, or implementing additional response actions at or near the Property.

5. Violation. For violation or breach of the use and other restrictions contained in Paragraph 1 or any restriction of the Work Performing Defendants' access to the Property for any purpose consistent with this Agreement, the Work Performing Defendants, or any one of them, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to obtain injunctive relief in order to prevent violation or breach of the use restrictions or this Agreement. Failure to timely enforce the foregoing covenant, use restriction or any provision of this Agreement by any party shall not bar subsequent enforcement and shall in no manner be deemed a waiver or relinquishment of any rights granted by this Agreement.

6. Release. A. In consideration of the use and other restrictions contained in Paragraph 1 above, and the access rights granted in Paragraph 4 above, the Work Performing Defendants hereby release and forever discharge Property Owner from any and all claims, demands, liabilities, judgments, damages and losses, arising out of the Remedial Work performed on the Property (including mechanic's liens and the possibility thereof) and the negligent or intentional acts or omissions of Work Performing Defendants and their agents, employees and contractors in and on the Property including, without limitation, any claims or liabilities for violation of applicable environmental laws. The provisions of this Paragraph 6(A) shall survive the expiration of this Agreement.

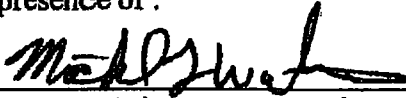
B. In consideration of the actions that will be performed by the Work Performing Defendants under the terms of this Agreement and the Consent Decree, the Property Owner, individually and on behalf of his/her heirs, personal representatives, successors or assigns, hereby fully and forever releases and discharges Work Performing Defendants, and each of them, from all claims, demands, obligations, liabilities, indebtedness, accounts and causes of action of every kind or description (collectively "Claims"), in law, equity, or otherwise, whether known or suspected, which he/she ever had or asserted, or may now or hereafter have or assert against the Work Performing Defendants and which arise under or with respect to, or in any other way relate to the Property, the Remedial Work, or any alleged diminution of value or reduction in use of the Property. The Property Owner, individually and on behalf of his/her heirs, personal representatives, successors or assigns, covenants that no suit, arbitration, administrative referral or other action shall be commenced or procured against the Work Performing Defendants based on any Claims nor shall any Claims be asserted against the Work Performing Defendants in any action by way of counterclaim, cross-complaint or similar pleading; and this Paragraph 6(B) shall be a complete bar to any such proceeding. Without limiting the foregoing, the release contained in this Paragraph 6(B) shall include and apply to any claim for contribution and/or indemnification by the Property Owner.

7. Title. Property Owner covenants with Work Performing Defendants that he/she is the owner of the Property described above and has full power to convey the rights conveyed by this Declaration of Use Restriction.


8. Recording. This instrument is to be recorded in the office of the Ashtabula County Recorder and shall be deemed incorporated by reference in any future deed or conveyance of the Property or any interest or portion thereof.

IN WITNESS WHEREOF, Property Owner has caused this Declaration of Use Restriction to be executed as of the day and year first above written.

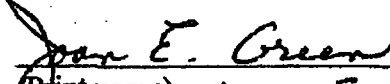
Signed and acknowledged
in the presence of :



(Print name) Michael L. Watkins



(Print name) Charles Suppice



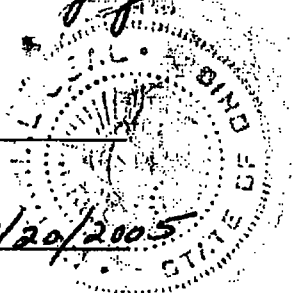
(Print name) JOAN E. GREEN

State of Ohio)
) SS
County of Ashtabula)

The foregoing instrument was acknowledged before me this 13th day of July, 2000
by Charles Supplee.

Joan E. Green
(Notary)

My commission expires on 7/20/2005



JOAN E. GREEN
Notary Public, State of Ohio
Recorded in Medina County
My Comm Expires 7/20/2005

This instrument was prepared by:

WALTER & HAVERFIELD P.L.L.
1300 Terminal Tower
Cleveland, Ohio 44113
(216) 781-1212

EXHIBIT "A" TO DECLARATION OF USE RESTRICTION

Executed by Charles Supplee

Parcel Reference No. 35-031-00-010-00

And known as part of Original Not. No. 116 in the Township of Morgan and in said Village and bounded as follows: Beginning at an iron stake in the northwest corner of lands formerly owned by Fred Harrington now owned by Martin Mobile Milling Inc. by deed dated September 1, 1966 and recorded in Volume 660, Page 505 of Ashtabula County Records, in the south line of Grove Street, sometimes called Station Street; thence west along the line of Grove Street, 100 feet; thence south at right angles with Grove Street, 150 feet; thence east at right angles 100 feet; thence north 150 feet to the place of beginning, be the same more or less, but subject to all legal highways. Permanent Parcel No. 35-031-00-010-00

Subject to easements, restrictions, conditions, reservations, encroachments and zoning ordinances of record, taxes and assessments, both general and special, not yet due and payable; boundary dispute with neighboring property owner Gary Myers, his heirs and assigns; and adjacent U.S. EPA Superfund Site encroachments, easements, monitor well placement and regulations.

DECLARATION OF USE RESTRICTION AND ACCESS AGREEMENT

THIS DECLARATION OF USE RESTRICTION AND ACCESS AGREEMENT (hereinafter the "Agreement") is made and effective as of July 26, 2000, by Grantor HAROLD MARTIN and MARTIN MOBILE MILLING, INC. of Station Road, Rock Creek, Ohio, (hereinafter called the "Property Owner").

WITNESSETH:

WHEREAS, the Property Owner presently owns the parcel of land located at Station Road, Rock Creek, Ohio, as more fully described in Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as the "Property"); and

WHEREAS, the Property Owner has previously granted access to the United States Environmental Protection Agency ("EPA") for the purpose of constructing remedial facilities and conducting remedial actions pursuant to 42 U.S.C. § 9601 *et seq.*, including the placement of extraction trenches and monitoring wells on the Property ("EPA Work"); and

WHEREAS, certain parties to litigation known as *United States v. Dearing et al.*, Case No. 4:89 CV 2002 and *State of Ohio v. Dearing, et al.*, Case No. 4:92 CV 1364 (the "Litigation") have agreed to perform certain remedial work on the Property pursuant to a Consent Decree entered by the Court in the above-referenced litigation (hereinafter the "Work Performing Defendants") including monitoring, conducting investigations and maintenance of existing remedial facilities on the Property (the "Consent Decree Work") (hereinafter the EPA Work and the Consent Decree Work shall be called the "Remedial Work"); and

WHEREAS, in consideration for the performance of the Remedial Work by the Work Performing Defendants and the mutual release of all claims as hereinafter described, Property Owner has agreed to impose on the Property the use and access restrictions described below and to grant the Work Performing Defendants unrestricted access to the Property to perform the Remedial Work; and

WHEREAS, the Property Owner disputes the Work Performing Defendants' claims of liability under 42 U.S.C. § 9601 *et seq.* or any other claim of liability associated with this Agreement or the performance of the Remedial Work; and

WHEREAS, the Work Performing Defendants dispute the Property Owner's claims of liability under 42 U.S.C. § 9601 *et seq.* or any other claim of liability associated with this Agreement or the performance of the Remedial Work; and

WHEREAS, the parties acknowledge that this Agreement is made as a mutual resolution of threatened claims; and

242145-1

MICHAEL L WATKINS
6055 ROCKSIDE WOODS BLVD
STE 350
INDEPENDENCE, OH 44131

Mad



Doc ID: 002209350008 Type: G/I
Kind: DECLARATION
Recorded: 07/20/2010 at 08:31:21 AM
Fee Amt: \$60.00 Page 1 of 6
Ashtabula County, Ohio
Judith A. Barta Recorder
File# 2010-00008321

BK 477 PG 1944-1949

NOW, THEREFORE, for good and valuable consideration including the above recitals, the receipt and adequacy of which are hereby acknowledged, the Property Owner declares as follows:

1. Construction, Building and Use Restriction. Property Owner acknowledges that no buildings or other structures shall be constructed on the Property, no groundwater may be extracted from under the Property, nor shall Property Owner cause or allow any incursion, drilling, excavating or filling to be done, which in the judgement of Work Performing Defendants, would impair the integrity or performance of the existing remedial facilities constructed on the Property by EPA and maintained by the Work Performing Defendants pursuant to the Consent Decree, or would impair Work Performing Defendants' rights granted by this Agreement or their ability to perform the Remedial Work.

2. Continuing Restriction. All of the restrictions contained in Paragraph 1 above shall run with the land, inure to the benefit of EPA and the Work Performing Defendants, and shall be binding upon the Property Owner, his/her heirs, personal representatives, successors, assigns, transferees, or any other owner of the Property. All of the restrictions contained in Paragraph 1 above shall continue until the Consent Decree Work is completed.

3. Request for Variance from Use Restriction. Any person may request written approval for a use of the Property which is not specifically prohibited by the use restrictions set forth above in Paragraph 1 and is not prohibited by the Consent Decree by submitting a written request, via certified mail, to the General Counsel or chief legal officer of any of the Work Performing Defendants. Written authorization must be obtained from such person prior to performing any activity on the Property.

4. Access Granted to Work Performing Defendants. Property Owner hereby grants to Work Performing Defendants, their designated representatives, agents, employees, contractors, successors and assigns, permission to enter upon the Property for the purpose of (i) performing the Consent Decree Work, including, but not limited to, the maintenance, construction, repair, operation and replacement of the remedy required by the Consent Decree (ii) ensuring compliance with this Agreement, and (iii) assessing the need for, planning, or implementing additional response actions at or near the Property.

5. Violation. For violation or breach of the use and other restrictions contained in Paragraph 1 or any restriction of the Work Performing Defendants' access to the Property for any purpose consistent with this Agreement, the Work Performing Defendants, or any one of them, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to obtain injunctive relief in order to prevent violation or breach of the use restrictions or this Agreement. Failure to timely enforce the foregoing covenant, use restriction or any provision of this Agreement by any party shall not bar subsequent enforcement and shall in no manner be deemed a waiver or relinquishment of any rights granted by this Agreement.

6. Release. A. In consideration of the use and other restrictions contained in Paragraph 1 above, and the access rights granted in Paragraph 4 above, the Work Performing Defendants hereby release and forever discharge Property Owner from any and all claims, demands, liabilities, judgments, damages and losses, arising out of the Remedial Work performed on the Property (including mechanic's liens and the possibility thereof) and the negligent or intentional acts or omissions of Work Performing Defendants and their agents, employees and contractors in and on the Property including, without limitation, any claims or liabilities for violation of applicable environmental laws. The provisions of this Paragraph 6(A) shall survive the expiration of this Agreement.

B. In consideration of the actions that will be performed by the Work Performing Defendants under the terms of this Agreement and the Consent Decree, the Property Owner, individually and on behalf of his/her heirs, personal representatives, successors or assigns, hereby fully and forever releases and discharges Work Performing Defendants, and each of them, from all claims, demands, obligations, liabilities, indebtedness, accounts and causes of action of every kind or description (collectively "Claims"), in law, equity, or otherwise, whether known or suspected, which he/she ever had or asserted, or may now or hereafter have or assert against the Work Performing Defendants and which arise under or with respect to, or in any other way relate to the Property, the Remedial Work, or any alleged diminution of value or reduction in use of the Property. The Property Owner, individually and on behalf of his/her heirs, personal representatives, successors or assigns, covenants that no suit, arbitration, administrative referral or other action shall be commenced or procured against the Work Performing Defendants based on any Claims nor shall any Claims be asserted against the Work Performing Defendants in any action by way of counterclaim, cross-complaint or similar pleading; and this Paragraph 6(B) shall be a complete bar to any such proceeding. Without limiting the foregoing, the release contained in this Paragraph 6(B) shall include and apply to any claim for contribution and/or indemnification by the Property Owner. The provisions of this Paragraph 6(B) shall survive the expiration of this Agreement.

7. Title. Property Owner covenants with Work Performing Defendants that he/she is the owner of the Property described above and has full power to convey the rights conveyed by this Declaration of Use Restriction.

8. Recording. This instrument is to be recorded in the office of the Ashtabula County Recorder and shall be deemed incorporated by reference in any future deed or conveyance of the Property or any interest or portion thereof.

IN WITNESS WHEREOF, Property Owner has caused this Declaration of Use Restriction to be executed as of the day and year first above written.

Signed and acknowledged
in the presence of :

Michael Watkins
(Print name) Michael Watkins

Joan E. Green
(Print name) JOAN E. GREEN

Michael Watkins
(Print name) Michael Watkins

Joan E. Green
(Print name) JOAN E. GREEN

Harold Martin
Harold Martin

Martin Mobile Milling, Inc.

By: Harold Martin
Harold Martin

Its: Owner

State of Ohio)
) SS
County of ASHTABULA)

The foregoing instrument was acknowledged before me this 26th day of July, 2000 by Harold Martin.

Joan E. Green
(Notary)

My commission expires on 07/20/2005

State of Ohio)
) SS
County of ASHTABULA)

JOAN E. GREEN
Notary Public, State of Ohio
Recorded in Medina County
My Comm Expires 7/20/2005

BEFORE ME, a Notary Public in and for said county and state, personally appeared MARTIN MOBILE MILLING, INC., by HAROLD MARTIN, its OWNER, who acknowledged that he/she did sign the foregoing instrument and that the same was his/her free act and deed as an officer of the Corporation and the free act and deed of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Rock Creek, Ohio this 26th day of July, 2000.

Joan E. Green
(Notary)

My commission expires on 7/20/2005

This instrument was prepared by:

WALTER & HAVERFIELD P.L.L.
1300 Terminal Tower
Cleveland, Ohio 44113
(216) 781-1212

JOAN E. GREEN
Notary Public, State of Ohio
Recorded in Medina County
My Comm Expires 7/20/2005

EXHIBIT "A" TO DECLARATION OF USE RESTRICTION

Executed by Harold Martin and Martin Mobile Milling, Inc.

Parcel Reference No. 35-031-00-011-00

Known as being part of original Lot Number One hundred sixteen (116) the Township of Morgan, bounded as follows:

Beginning at an iron pin in the southerly line of Station Street, said iron pin also being in the westerly property line of the Pennsylvania Railroad Company;

thence southerly, along said Pennsylvania Railroad Company property, a distance of fifty-four (54) feet to an iron pin;

thence southeasterly, along said Pennsylvania Railroad Company property with an interior angle of $213^{\circ} 47' 30''$ a distance of one hundred fifteen and fifty hundredths (115.50) feet to an iron pin;

thence westerly, with an interior angle of $61^{\circ} 51' 30''$ a distance of fifty-seven (57) feet to an iron pin;

thence northerly, with an interior angle of $102^{\circ} 37'$ a distance of one hundred fifty (150) feet to an iron pin in the southerly line of said Station Street;

thence easterly, along said southerly line of Station Street, with an interior angle of $90^{\circ} 00'$, a distance of forty-one and forty-eight hundredths (41.48) feet to the place of beginning, making an interior angle of $71^{\circ} 44'$ with the first described line and

containing seventeen hundredths (0.17) acre of land, more or less.

Being the same premises conveyed to these Grantors by warranty deed from Helen Harrington, single, dated September 9, 1950 and recorded in Ashtabula County Deed Records, Volume 449, page 655.

Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment. This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Continued on back page

Issued through the Office of

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Christina A. G...
Authorized Signatory

By [Signature] President

Attest David Wald Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed insured and such parties included under the definition of insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at: <http://www.aiaa.org/>.

Old Republic National Title Insurance Company

Commitment Number: 2010229

SCHEDULE A

1. Effective Date: October 12, 2010 at 07:59 AM

2. Policy or Policies to be issued:

Amount

(a) _____ Owner's Policy (ALTA Own. Policy (06/17/08))
Proposed Insured:

(b) _____ Loan Policy (ALTA Loan Policy (06/17/08))
Proposed Insured:

COMMITMENT FOR
INFORMATIONAL PURPOSES
ONLY

3. The estate or interest in the land described or referred to in this Commitment is: Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:
See each Parcel # listed below

6. The land referred to in the Commitment is described as follows:
See attached Exhibit A

Ashtabula Land Title Agency, Inc.

By: Christy Altieri
Ashtabula Land Title Agency, Inc.

Old Republic National Title Insurance Company

Commitment Number: 2010229

SCHEDULE B

1. Requirements:
2. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:
 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
 2. Easements or claims of easements not recorded in the public records.
 3. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements, or other matters which would be disclosed by an accurate survey and inspection of the premises.
 4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 5. Taxes or special assessments which are not shown as existing liens by the public records.
 6. PARCEL #1: PPN#35-031-00-012-00 in name of Gary L. Myers. 2678 Station St., Rock Creek, OH: Sewer Lateral and Grinder - Pump Station Location granted to the Village of Rock Creek as received for record at 1:36pm in Volume 49 Page 4563, Ashtabula County Records.
 7. Declaration of Use Restriction and Access Agreement as recorded July 20, 2010 at 8:31am in Volume 477 Page 1956, Ashtabula County Records.
 8. 2009 Real Estate Taxes for Morgan Twp-Rock Ck VII-J A LSD listed under taxing parcel no. 35-031-00-012-00 described as - 116 - with tax values: Assessed Land Value \$3610; Assessed Impr Value 13,090; Assessed Total Value \$16,700 (total market value 47,700) for which taxes in the amount of \$1365.60 are paid for full year 2009 leaving a delinquency of \$47.58 due and payable. 2010 Real Taxes are a lien but undetermined and not yet due and payable. Note: No examination has been made for taxes or assessments approved, levied or enacted by a State, County, Municipality or similar existing taxing authority, but not yet certified to the tax duplicate of Ashtabula County, in which the land hereunder exam is situated.
 9. PARCEL #2: PPN#35-018-00-030-00 (Commercial) in name of William H. Kraus aka William Kraus, (subject to the unsettled claims and demands against the estate of William H. Kraus, deceased December 23, 1992, filed as Ashtabula County Probate Court Case #93ES78, Jefferson Street, Rock Creek, OH.
 10. Title to that portion of the property within the bounds of any street, road, highway or alley is specifically excepted from this property.
 11. Anything to the contrary notwithstanding, the Policy will not insure the accuracy of dimensions and/or acreage of the premises or any discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose and which are not shown by public records.
 12. Declaration of Use Restriction and Access Agreement dated July 20, 2000, by Grantor, Gary Pasqualone, duly appointed Administrator of the Estate of William H. Kraus, as recorded July 20, 2010 at 8:31am in Volume 477 Page 1950, Ashtabula County Records.

SCHEDULE B
(Continued)

Commitment Number: 2010229

13. 2009 Real Estate Taxes for Morgan Twp-Rock Ck VII-J A LSD listed under taxing parcel no. 35-018-00-030-00 described as -106 & 116SE with tax values: Assessed Land Value \$9800; Assessed Impr Value \$0; Assessed Total Value \$9800 (total market value \$28000) for which taxes in the amount of \$15,472.22 are a lien, delinquent and due and payable, which amount includes prior delinquencies of \$14,840.35 for full year 2009. 2010 Real Taxes are a lien but undetermined and not yet due and payable. Note: No examination has been made for taxes or assessments approved, levied or enacted by a State, County, Municipality or similar existing taxing authority, but not yet certified to the tax duplicate of Ashtabula County, in which the land hereunder exam is situated.
14. PARCEL #3: PPN#35-031-00-009-00 and PPN#35-031-00-011-00 In name of Martin Mobile Milling Inc., Station Street, Rock Creek, OH. (Commercial) Sewer Lateral and Grinder Pump Station Location Easement as received for record December 12, 1989 at 1:43pm and recorded in Volume 49 Page 4725, Ashtabula County Records, covering captioned premises and more land.
15. Declaration of Use Restriction and Access Agreement made by Grantor Harold Martin and Martin Mobile Milling, Inc. as recorded July 20, 2010 at 8:31am in Volume 477 Page 1944, Ashtabula County Records. Note: Description covers parcel #35-031-00-009-00 only.
16. Note: Deed 88/3529 began at the northwest corner of deed 660/505. It appears that the intent of deed 88/3529 was to convey the same property in Tract 2 of deed 660/503 but because it showed beginning point as NW corner of deed 660/505 instead of deed 660/503 it moved boundary lines.
17. 2009 Real Estate Taxes for Morgan Twp - Rock Ck VII-J A LSD listed under taxing parcel no. 35-031-00-009-00 described as - 116 E - with tax values: Assessed Land Value \$1330; Assessed Impr Value \$0; Assessed Total Value \$1330 (total market value \$3810) for which taxes in the amount of \$74.28 are paid for full year 2009. (note: deed shows .17 ac; taxes are on .28 ac)
18. 2009 Real Estate Taxes for -116- listed under taxing parcel no. 35-031-00-011-00 described as - 116- with tax values: Assessed Land Value \$5500; Assessed Impr Value 5950; Assessed Total Value \$11,450 (total market value \$32,700) for which taxes in the amount of \$643.68 are paid for full year 2009.
19. PARCEL #4. PPN#35-032-00-003-00 in name of Joanne Tressler, 3271 Mill Street - (Commercial) Declaration of Use Restriction and Access Agreement by Grantor Joanne Tressler and Gordon Tressler dated September 5, 2000, as recorded July 20, 2010, at 8:31 am in Volume 477 Page 1938, Ashtabula County Records.
20. Note: Mortgage Volume 3 Page 528, Ashtabula County Records, released by Foreclosure case#84CV44 but no Clerk's Memo was filed.
21. 2009 Real Estate Taxes for Morgan Twp-Rock Ck VII-J A LSD (Commercial) listed under taxing parcel no. 35-032-00-003-00 described as - 117BOR 2000 #45 with tax values: Assessed Land Value \$390; Assessed Impr Value \$0; Assessed Total Value \$390 (total market value \$1,100) for which taxes in the amount of \$2,460.14 including special assessment for Emergency 911, penalties, interest and prior delinquencies of \$2,434.98 are a delinquent and due and payable. No examination has been made for taxes or assessments approved, levied or enacted by a State, County, Municipality or similar existing taxing authority, but not yet certified to the tax duplicate of Ashtabula County, in which the land hereunder exam is situated.
22. PARCEL #5 - PPN #35-031-00-010-00 In name of Charles Kenneth Supplee, 2672 Station Street, Rock Creek (Commercial)

SCHEDULE B
(Continued)

Commitment Number: 2010229

Sewer Lateral and Grinder Right of Way as received for record December 12, 1989 at 1:43pm in Volume 49 Page 4725, Ashtabula County Records.

23. Declaration of Use Restriction and Access Agreement dated July 13, 2000, by Grantor, Charles Supplee, as recorded July 20, 2010 at 8:31am in Volume 477 Page 1932, Ashtabula County Records.
24. Subject to easements, restrictions, conditions, reservations, encroachments and zoning ordinances of record, boundary dispute with adjoining property owner and U.S. EPA Superfund Site encroachments, easements, monitor well placement and regulations as contained in deeds recorded in Volume 100 Page 9379 and Volume 88 Page 3529, Ashtabula County Records.
25. Note: Deed is stamped "survey update required for next transfer".
26. Federal Tax Lien in the amount of \$2,312.64, as recorded February 8, 1995 in Volume 79 Page 8462, Ashtabula County Records.
27. Mortgage dated April 4, 1996, between Jeffery D. Weldy and Cindy S. Weldy, Grantors and Martin Mobile Milling Inc. as recorded May 1, 1996 at 4:19pm in Volume 88 Page 3531, Ashtabula County Records.
28. Federal Tax Lien in the amount of \$80707.89 as filed for record November 27, 2008 at 2:01pm in Volume 393 Page 1877, Ashtabula County Records.
29. Federal Tax Lien in the amount of \$15,759.42 as filed for record November 27, 2008 at 2:01pm in Volume 393 Page 1878, Ashtabula County Records.
30. Judgment Lien, Ohio Dept. of Taxation v. Charles K. Supplee, Ashtabula County Common Pleas Court #2007 JD01984, in the amount of \$5,077.71.
31. Judgment Lien 2008JD00438, Ohio Dept. of Taxation vs. Charles C. Supplee, in the amount of \$4,310.68, as filed March 31, 2008, Ashtabula County Common Pleas Court.
32. Judgment Lien 2008JD00439, Ohio Dept. of Taxation vs. Charles C. Supplee, in the amount of \$4,420.50 as filed March 31, 2008, Ashtabula County Common Pleas Court.
33. Judgment Lien 2008JD00440, Ohio Dept. of Taxation vs. Charles C. Supplee, in the amount of \$6,078.84, as filed March 31, 2008, Ashtabula County Common Pleas Court.
34. Judgment Lien 2008JD00441, Ohio Dept. of Taxation vs. Charles C. Supplee, in the amount of \$3,743.95, as filed March 31, 2008, Ashtabula County Common Pleas Court.
35. Judgment Lien 2008JD00458, Ohio Dept. of Taxation vs. Charles K. Supplee, in the amount of \$5,158.57, as filed April 1, 2008, Ashtabula County Common Pleas Court. Renewal of 95JD925.
36. Complaint - Case #2009 CVF00741 W, Midland Funding LLC vs. Charles Supplee as filed in Western County Court, Ashtabula County, November 9, 2009. Judgment granted in amount of \$6,597.53.
37. Complaint - Case #2009CVF00511E, Asset Acceptance LLC vs. Charles K. Supplee, as filed in Eastern County Court, Ashtabula County, OH, September 25, 2009. Judgment granted in amount of \$3,217.39.
38. Federal Tax Lien in the amount of \$42,457.06 as recorded June 22, 2010 at 9:43am in Volume 476 Page 499, Ashtabula County Records.

SCHEDULE B
(Continued)

Commitment Number: 2010229

39. FYI: Marriage License #1998 ML 481 - Charles K. Supplee married Laurie A. Gitz on July 18, 1998. NOTE: It appears that the intent of deed 88/3529 (prior deed) was to convey the same property as in Tract 2 of deed 660/503 but because it showed beginning point at the nw corner of deed 660/506 instead of the nw corner of Tr. 1 in deed 660/503, it moved the boundary lines by 8'.
40. 2009 Real Estate Taxes for Morgan Twp-Rock Ck VII-J A LSD listed under taxing parcel no. 35-031-00-010-00 (Commercial) described as -116- with tax values: Assessed Land Value \$1610 Assessed Impr Value \$2870; Assessed Total Value \$4480 (total market value \$12800) for which taxes in the amount of \$254.58 are paid for full year 2009, which amount includes special assessment of \$4.50 for Emergency 911. 2010 Real Taxes are a lien but undetermined and not yet due and payable. Note: No examination has been made for taxes or assessments approved, levied or enacted by a State, County, Municipality or similar existing taxing authority, but not yet certified to the tax duplicate of Ashtabula County, in which the land hereunder exam is situated.
41. PARCEL #6, PPN#35-032-00-004-00, (Commercial) in name of Donald D. Janson, Station Street, Rock Creek, OH. Declaration of Use Restriction and Access Agreement by Grantor Donald D. Janson and Loretta B. Janson, as recorded July 20, 2010 at 8:31am in Volume 477 Page 1626, Ashtabula County Records.
42. Title to that portion of the property within the bounds of any street, road, highway or alley is specifically excepted from this property.
43. Anything to the contrary notwithstanding, the Policy will not insure the accuracy of dimension and/or acreage of the premises or any discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose and which are not shown by public records.
44. NOTE: Deed of record is stamped "Survey Update Required" for next transfer.
45. Mortgage Volume 2 Page 6302 released by foreclosure case #93075 but no Clerk's Memo filed.
46. 2009 Real Estate Taxes for Morgan Twp-Rock Ck VII- J A LSD listed under taxing parcel no. 35-032-00-004-00 described as -117BOR 2000 #20 with tax values: Assessed Land Value 390; Assessed Impr Value 0; Assessed Total Value 390 (total market value \$21,100) for which taxes in the amount of \$21.76 are paid for full year 2009. 2010 Real Taxes are a lien but undetermined and not yet due and payable. Note: No examination has been made for taxes or assessments approved, levied or enacted by a State, County, Municipality or similar existing taxing authority, but not yet certified to the tax duplicate of Ashtabula County, in which the land hereunder exam is situated.
47. PARCEL #7, PPN#35-019-00-012-00 In name of Gary L. Myers, Railroad St., Rock Creek, OH.
48. Note: Deed of record stamped "Survey Update Required" for next transfers.
49. 2009 Real Estate Taxes for Morgan Twp- Rock Ck VII- J A LSD listed under taxing parcel no. 35-019-00-012-00 described as 116 S & E with tax values: Assessed Land Value \$210; Assessed Impr Value \$0 Assessed Total Value \$210 (total market value \$600) for which taxes in the amount of \$16.62 are paid for full year 2009 ; \$.05 delinquent and due and owing.. 2010 Real Taxes are a lien but undetermined and not yet due and payable. Note: No examination has been made for taxes or assessments approved, levied or enacted by a State, County, Municipality or

SCHEDULE B
(Continued)

Commitment Number: 2010229

similar existing taxing authority, but not yet certified to the tax duplicate of Ashtabula County, in which the land hereunder exam is situated. NOTE: Deeds show 1.37 acres and taxes show 1.13 acres.

60. PARCEL #8- PPN#35-019-00-013-00 in name of Clarence Weeks and Beatrice Weeks Trustees or successor(s) in trust, under The Weeks Family Trust, dated August 29, 2003. V/L Railroad Street.
51. Anything to the contrary notwithstanding, the Policy will not insure the accuracy of dimensions and/or acreage of the premises or any discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose and which are not shown by public records.
52. Subject to The Weeks Family Trust dated August 29, 2003.
53. 2009 Real Estate Taxes for Morgan Twp-Rock CK VII-J A LSD listed under taxing parcel No. 35-019-00-013-00 described as - 106 - with tax values: Assessed Land Value \$420; Assessed Impr Value \$0; Assessed Total Value \$420 (total market value 1200) for which taxes in the amount of \$33.07 are paid for full year 2009. 2010 Real Taxes are a lien but undetermined and not yet due and payable. Note: No examination has been made for taxes or assessments approved, levied or enacted by a State, County, Municipality or similar existing taxing authority, but not yet certified to the tax duplicate of Ashtabula County, in which the land hereunder exam is situated.
54. PARCEL # 9 - PPN #35-018-00-030-01 and PPN#35-000-00-036-01 in name of State of Ohio, Department of Transportation, The Ohio Rail Transportation Authority, now known as the Ohio Rail Development Commission -
55. State of Ohio Lease dated April 8, 1997, between State of Ohio (Ohio Rail Development Commission) through its Department of Administrative Services and Ashtabula County Parks as recorded June 19, 1997 at 2:43pm in Volume 98 Page 3784, Ashtabula County Records.
56. State of Ohio Lease dated November 1, 2007, between the State of Ohio through its Department of Administrative Services and Ashtabula County Metropolitan Parks District as filed for record January 10, 2008 at 3:10pm in Volume 425 Page 2052, Ashtabula County Records.
57. NOTE: Deed is stamped "Survey Update Required for next transfer".
58. NOTE: Auditor's Office tax duplicates for parcels below show PY & ARR and Ohio Rail Trans Authority as owners. The Auditor's Office could not find any records for the RR transfer. Our examiner spoke with the Auditor's Office and it was agreed that the State of Ohio owns both parcels but the Auditor's Office would not change their records at this time.
59. 2009 Real Estate Taxes for Morgan Twp-Rock Creek VII-J A LSD listed under taxing parcel No. 35-018-00-030-0 / described as PY & A 487 with tax values: Exempt.

2009 Real Estate Taxes for Rock Creek VII - Jeff - Jefferson Area Local - PPN#35-000-00-036-00 - Exempt.

(A)

Parcel # 1

03595
GENERAL WARRANTY DEED

VOLUME 087 PAGE: 5074

Know all Men by these Presents

That

Michael Throckmorton, married, the Grantor,

of 200 W. Beach Street, Apt. 2, Village of Johnson, County of Ashland, Ohio,

for the sum of Ten Dollars (\$10.00) and other valuable consideration paid, Grants, with General Warranty Covenants, to

Gary L. Myers, divorced and not remarried, the Grantee,

whose tax mailing address is 4117 Riverdale Road, P.O. Box 144, Rock Creek, Ohio 44084

the following described Real Property:

Situated in the Village of Rock Creek, Township of Morgan, County of Ashland and State of Ohio and bounded and described as follows: Being part of Original Morgan Township Lot No. 118 and hereinafter described as follows: Beginning in the southerly line of Station Street at the southwest corner of Tract 1 conveyed to Martin Mable Milling, Inc. by deed dated June 10, 1961 and recorded in Volume 280, Page 508 of Ashland County Records; thence southerly along the southerly line of said Tract 2 about 20 feet to the westerly line of Tract 1 conveyed to Martin Mable Milling, Inc. by said deed; thence southerly along the westerly line of said Tract 1 to the westerly line of Tract 3 conveyed by said deed to the northerly line of Tract 1 conveyed to Construction Engineering, Inc. by deed recorded in General Records Volume 4, Page 7084 of Ashland County Records; thence northwesterly along the northerly line of said land so conveyed to Construction Engineering, Inc. to the northwest corner of lands conveyed to Gary L. and Clara J. Barnett by deed recorded in Volume 282, Page 8 of Ashland County Records of Deeds; thence southerly along the westerly line of said lands of Barnett about 200 feet to the southerly end of Station Street; thence easterly along the southerly line of Station Street to the place of beginning, by the same more or less, but subject to all legal highways. Parcel No. 88-001-00-012-00.

Subject to easements, encumbrances, restrictions, conditions, reservations, encroachments, oil and gas leases and rights of way of record; legal highways; zoning ordinances; taxes and assessments for the tax year 1999 and thereafter.

MAPPABLE
Date 1/16/96
Ashland Co. Engineer

Prior Instrument Reference: Vol. 87, Page 127 of the Deed Records of Ashland County, Ohio

This is a General Warranty Deed - Ohio Statutory Form

* See Sections 5302.03 and 5302.04 of the Revised Code of Ohio as to covenants made and the warranties given by the Statutory Form of General Warranty Deed.

114.809
Lucky's Title Corp. JE 114852

(A)

6605

Vol 893 Page 216

Parcel # 2
IX only

Know all Men by these Presents

That, DONNA H. KRAUS aka Donna Kraus

the Grantor
for divers good causes and considerations therein writing, and especially for the sum
of Ten dollars and other valuable consideration
Dollars (\$ 10.00) received to the full satisfaction of

WILLIAM H. KRAUS aka William Kraus

3279 Main Street
Rock Creek, Ohio 44084

the Greater
here Given, Granted, Revised, Released and Forever Quit-Claimed, and do by these
presents absolutely give, grant, remise, release and forever quitclaim unto the said
grantee his heirs and assigns forever, all such right and
title as she the said grantor, here or ought to have in and to the
following described piece or parcels of land, situated in the Village
of Rock Creek County of Ashland and State of Ohio:

030

PARCEL IX: Situated in the Township of Morgan, County of Ashland and State of Ohio and known as being a part of Lots No. 106 and 114 in said Township, being also in the Village of Rock Creek, and bounded as follows: Beginning at the southwest corner of land now or formerly owned by Mary Willey and others running thence southerly from a point described as being the southwest corner of parcel described in Volume 213, Page 428 along the center of the highway known as Jefferson Street 10.39 chains thence S. 33° 30' East 18.37 chains along lands of Isabel Covell, J. A. Harrington, and others; thence North 71° 15' East 1.40 chains along the North line of Grove Street; thence North 15° West 11.85 chains along the west line of depot grounds of the F. Y. and A. R.R. Company; thence east 1.47 chains; thence North 15° E at 3.97 chains along the F. Y. and A. RR Company thence South 87° 30' West 1.86 chains along lands of Mary Willey and others; thence North 28° west 3.93 chains to a place of beginning. Containing sixteen (16) acres of land. Volume 849 page 64

PARCEL XII: Situated in the City of Ashland, County of Ashland and State of Ohio being all of Sublot Number Five (5) and Sublot Number Four to the Read Realty Company's Subdivision No. 1 in said City, including all interest that grantor has or may have in a certain alley west of the above described premises; said alley being vacated on November 26, 1928, by the City of Ashland under Authority of Ordinance No. 1931. Said property being further known as 1311 Columbus Avenue, Ashland, Ohio. Volume 691 Page 994

PARCEL XIII: Situated in the Village of Rock Creek, Township of Morgan, County of Ashland and State of Ohio; and known as being a part of Lot Number one-hundred fifteen in said Township, and bounded as follows: Commencing thirty feet North of the Southeast corner of a lot formerly owned by V. D. Latimer, and thence running northerly along the west line of the highway thirty feet; thence westerly one hundred sixty-five feet; thence running southerly thirty feet; thence Easterly one hundred sixty-five feet to the place of beginning. Volume 696 Page 349

013

PARCEL XV: Situated in the Village of Rock Creek, County of Ashland and State of Ohio; and being a part of Original Lot No. 116 in the Township of Morgan, County of Ashland and State of Ohio, and bounded as follows: On the North by original lot line; on the east by public highway running north and south; on the south by public highway crossing the railway tract near the station, and on the west by the east line of Penna. R.R. Co. and is part of the same land deeded by the heirs of Edger O. Miller to Nelson B. Addicott in 1922. Containing about Forty One Hundredths of an acre of land. Volume 694 Page 436

RECORDED IN THE OFFICE OF THE COUNTY CLERK OF ASHLAND COUNTY, OHIO, ON NOVEMBER 24, 2010, AT 1:57 PM.

309619

VR 893 RE 217

To Have and to Hold the premises aforesaid, with the appurtenances therunto belonging to the said grantee, HIS heirs and assigns, in that neither the said grantor, nor HER heirs, nor any other persons claiming title through or under HER, shall or will hereafter claim or demand any right or title in the premises, or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof, I have hereunto set my hand, the 1st day of September, 1977, in the year of our Lord one thousand nine hundred and seventy-seven. Signed and acknowledged in presence of Linda D. Mellin, Robert S. Lynn, Donna M. Kraus

The State of Ohio, ASHTABULA County, ss. Before me, a notary public, in and for said County and State, personally appeared the above named DONNA M. KRAUS

who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Jefferson, Ohio, this 1st day of September, A. D. 1977.

This instrument prepared by Robert S. Lynn, Attorney-At-Law, Jefferson, Ohio 44047

Linda D. Mellin, Notary Public, LINDA D. MELLIN, Notary Public, ASHTABULA COUNTY, OHIO, My Commission Expires April 26, 1981

Vertical stamp: REGISTERED AT NO. 303722

3-06-19 Ohio Chain And

REC'D FOR RECORD

DOONA KRAUS 17 55 PM 1977

TRANSFERRED

SEP - 1 1977

Transferred Land of Kraus

County of Ashcubala ss

Recorded for Record on the 1st day of September 1977

at 12:55 o'clock P.M.

and Recorded Sept. 2, 1977 in Book 893 Page 216

Timothy G. Lemire Recorder Fee \$ 5.00

By 246 Arch Cash, O. 44084

(A)

Parcel #3

Know All Men By These Presents,

That L. D. H. CROSBY, SINGLE AND UNMARRIED,

the Grantor, who claims title by or through instrument recorded in Volume 387, Page 100, Ashland County Recorder's Office, for the consideration of ONE DOLLAR (\$1.00) received to my full satisfaction of MARTIN NOBLE KILLING, JR.,

the Grantee, whose TAX MAILING ADDRESS will be Station Street, Rock Creek, Ohio,

Give, Grant, Bargain, Sell and Convey unto the said Grantee, its successors heirs and assigns, the following described premises, situated in the Village of ROCK CREEK, County of ASHLAND and State of Ohio:

TRACT ONE: Known as being part of Lot Number One hundred sixteen (116) in the Township of Morgan and in said Village of Rock Creek and bounded as follows:

Commencing at a point in the South line of Grove Street at the Northeast corner of lands now or formerly owned by R. L. Johns; thence southeasterly, along the line of lands formerly owned by L. C. Bates and described in this deed as Tract Two, a distance of one hundred fifty (150) feet to a point; thence East, along the South line of said Bates land, one hundred (100) feet; thence northerly, along the East line of said Bates land one hundred fifty (150) feet to Grove Street; thence easterly, along Grove Street, eight (8) feet; thence southerly, parallel with said Bates land, one hundred fifty (150) feet; thence easterly, fifty-seven (57) feet to the Pennsylvania Railway Company right of way; thence South, along the said Pennsylvania Railway Company right of way, about one hundred ninety-five (195) feet to the Northeast corner of lands formerly owned by The Freedom Oil Works Company and described in this deed as Tract Three; thence along the North line of said land formerly owned by The Freedom Oil Works Company to land now or formerly owned by R. L. Johns; thence northerly, along the East line of lands of said R. L. Johns to the place of beginning on Grove Street.

~~TRACT TWO:~~ Known as part of Original Lot Number One hundred sixteen (116) in the Township of Morgan and in said Village and bounded as follows:

~~Beginning at an iron stake in the Northeast corner of lands formerly owned by Fred Harrington in the South line of Grove Street, sometimes called Station Street; thence West, along the line of Grove Street, one hundred (100) feet; thence South at right angles with Grove Street, one hundred fifty (150) feet; thence East at right angles one hundred (100) feet; thence North, one hundred fifty (150) feet to the place of beginning.~~

TRACT THREE: Known as part of Lot Number One Hundred Sixteen (116) in the Township of Morgan, being bounded and described as follows:

Beginning at an iron pin set in the West line of the right of way of the P. Y. and A. Railroad and at the Northeast corner of land now or formerly owned by L. L. Norton; thence North 69° West, two hundred twenty-nine (229) feet to an iron pin; thence North 3° East, one hundred (100) feet to an iron pin; thence South 69° East, two hundred twenty-nine (229) feet to an iron pin set in the West line of said Railroad Company right of way; thence South 3° West along said right of way one hundred (100) feet to the place of beginning, and containing one-half (1/2) acre of land according to the survey thereof under date of March 25, 1915.

be the same more or less, but subject to all legal highways.

*Excepting & reserving that portion that may have been conveyed to Jeffery D. Weldy & Cindy S. Weldy by Deed Vol. 88, Pg 3529
Vol 660 pgs 503



It is the intent and purpose of the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, its successors and assigns forever.

And I, G. H. Crosby, single and unmarried, the said Grantor, do hereby, and my heirs, executors and administrators, covenant with the said Grantee, its successors and assigns, that at and until the annulling of these presents, I am well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever except taxes and assessments for the first half of the year 1966 and thereafter, which the Grantee assumes and agrees to pay, and zoning and other governmental regulations, easements and restrictions of record, if any.

and that I will warrant and defend said premises, with the appurtenances thereto belonging, to the said Grantee, its successors and assigns, against all lawful claims and demands whatsoever except as above stated.

In witness whereof, I have hereunto set my hand, this 15th day of June, 1966, in the year of our Lord one thousand nine hundred and sixty-six.

Signed and acknowledged in presence of Helen M. Smith, G. H. Crosby

State of Ohio, Before me, a Notary Public in and for said County and State, personally appeared the above named G. H. CROSBY, SINGLE AND UNMARRIED,

who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.



In Testimony Whereof I have hereunto set my hand and official seal, at this 15th day of June, A. D. 1966. Helen M. Smith, Notary Public

This instrument prepared by E. THOMAS MARLER, ATTORNEY AT LAW

Warranty Deed

REC'D FOR RECORD, TRANSFERRED, RECEIVED FOR RECORD ON THE 1st day of Sept. 1966, and RECORDED Sept. 2, 1966 in Dued Book 560 Page 503. Recorders Fee \$ 2.00

6

Know All Men By These Presents.

That **MR. RAY P. BATES AND FERN BATES, HUSBAND AND WIFE,**

the Grantor s, who claim title by or through instrument recorded in Volume 443, Page 633, Astabula County Recorder's Office, for the consideration of **ONE DOLLAR (\$1.00)** received to our full satisfaction of

MARTIN MOBILE MILLING, INC.,

the Grantee, whose **TAX MAILING ADDRESS** will be Station Street, Rock Creek, Ohio,

Give, Grant, Bargain, Sell and Convey unto the said Grantee, its successors and assigns, the following described premises, situated in the village of **ROCK CREEK**, County of **ASTABULA** and State of **Ohio**

Known as being part of original Lot Number One hundred sixteen (116) in the Township of Morgan, bounded as follows:

Beginning at an iron pin in the southerly line of Station Street, said iron pin also being in the westerly property line of the Pennsylvania Railroad Company;

thence southerly, along said Pennsylvania Railroad Company property, a distance of **fifty-four (54)** feet to an iron pin;

thence southeasterly, along said Pennsylvania Railroad Company property with an interior angle of **213° 47' 30" N00E** a distance of one hundred fifteen and **fifty hundredths (115.50)** feet to an iron pin;

thence westerly, with an interior angle of **61° 31' 30"** a distance of **fifty-seven (57)** feet to an iron pin;

thence northerly, with an interior angle of **102° 17'** a distance of one hundred fifty **(150)** feet to an iron pin in the southerly line of said Station Street;

thence easterly, along said southerly line of Station Street, with an interior angle of **90° 00'**, a distance of **forty-one and forty-eight hundredths (41.48)** feet to the place of beginning, making an interior angle of **71° 44'** with the first described line and

containing **seventeen hundredths (0.17)** acre of land, more or less.

Being the same premises conveyed to these Grantors by warranty deed from Helen Harrington, single, dated September 9, 1920 and recorded in Astabula County Deed Records, Volume 443, page 633.



be the same more or less, but subject to all legal highways.

On Here and to Hold the above granted and bargained premises, with the appurtenances thereto, unto the said Grantee, its successors and assigns forever.

And we, Ray D. Bailes and Fern Bailes, husband and wife, the said Grantor, do for ourselves and our heirs, executors and administrators, covenant with the said Grantee, its successors and assigns, that of and until the availing of these presents, we are well seized of the above described premises, as a good and indefeasible estate in FREE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever except taxes and assessments for the first half of the year 1966 and thereafter, which the Grantee assumes and agrees to pay, and zoning and other governmental regulations, easements and restrictions of record, if any.

and that we will warrant and defend said premises, with the appurtenances thereto belonging, to the said Grantee, its successors and assigns, against all lawful claims and demands whatsoever except as above stated.

In Witness Whereof, we have hereunto set hand, the 15th day of June, 1966, in the year of our Lord one thousand nine hundred and sixty-six.

Signed and acknowledged in presence of:
Ray D. Bailes
Fern Bailes
Betty Shivers
George Stimpf

State of Ohio, Before me, a Notary Public in and for said County and State, personally appeared RAY D. BAILES AND FERN BAILES, HUSBAND AND WIFE,

who acknowledged that they did sign the foregoing instrument and that the same is their act and deed.

In Testimony Whereof I have hereunto set my hand and official seal, at this 15th day of June, A. D. 1966.
Betty Shivers
Notary Public

This instrument prepared by R. TERRY WARREN, ATTORNEY AT LAW

Warranty Deed
CD. FOR RECORD
TRANSFERRED
RECEIVED FOR RECORD ON THE
COUNTY OF Ashland
RECORDED SEP 2 1966
STATE OF OHIO
RECORDED FEB 2 1966 in
DEED BOOK 660 Page 505
RECORDERS FEE \$ 2.00

Parcel # 4

(A)

VOLUME 071 PAGE 7515

16046

AUDITOR'S DEED

KNOW ALL MEN BY THESE PRESENTS: That whereas, the Real Estate hereinafter described, having become and being delinquent for non-payment of taxes, assessments, penalties, interest and costs, was forfeited to the State of Ohio, as will fully appear by the records of the Court of Common Pleas and of the County Auditor of Ashtabula County, Ohio; and

WHEREAS, said County Auditor, after the lapse of time as provided by law caused notice of the sale of said forfeited land to be advertised once a week for two consecutive weeks prior to the date fixed by law, on the 25th day of August, 1994, and on the 1st day of September, 1994, attended at the Courthouse of said County and from day to day offered said Real Estate for sale at public auction, to the highest bidder, in manner and form provided by law;

WHEREAS, on the 12th day of September, 1994, Joanne Tressler, bid for said Real Estate the sum of \$425.00, which sum being the highest bid offered and the best price obtainable, the County Auditor, acting as agent of the State of Ohio, then and there sold said Real Estate to the said Joanne Tressler, for said sum, and thereupon gave to said purchaser a Certificate of Sale, as required by law, which Certificate of Sale has been produced and returned to the said County Auditor:

**NOW, WHEREFORE, I, Daniel P. Ross, as County Auditor of Ashtabula County Ohio, acting as agent of the State of Ohio, in consideration of the premises and the payment of the sum of \$425.00, as provided by law, do hereby GRANT, WARRANT, SELL AND CONVEY unto the said Joanne Tressler, whose tax mailing address is 2707 Harrison Road, Dorset, Ohio 44032, her heirs and assigns forever, the Real Estate sold as aforesaid and situated in the Village of Rock Creek, County of Ashtabula, and State of Ohio and bounded and described as follows:
Known as a part of Original Morgan Township Lot No. 117 and bounded and described as follows:**

Beginning at an iron pin in the westerly line of the Public Highway known as Mechanic Street at the northeast corner of lands formerly owned by The Knight-Marklin Dairy Company now titled to Combustion Engineering, Inc. by deed recorded in Volume 47, page 4346 Ashtabula County General Records; thence North 89°40' West along the northerly line of said land of said Dairy Company, 168.56 feet to the easterly line of lands of the P. Y. & A. N. Co.; thence Northerly along the easterly line of said land of said Railroad Company 171.61 feet to an iron pin; thence Easterly 25.81 feet to an iron pin; thence Northerly 7.00 feet to an iron pin; thence Easterly 140.00 feet to an iron pin in the westerly line of Mechanic Street; thence Southerly, along the westerly line of Mechanic Street, 179.33 feet to the place of beginning, containing 0.795 of an acre of land, be the same more or less, but subject to all legal highways.

Parcel No. 35-033-00-003-00

RECORDED OCT 19 1994
RECEIVED

OCT 19 3 58 PM '94
MARSHALL COUNTY RECORDER
MARIETTA, OHIO

MAPABLE
Page 10 of 74
Ashtabula Co. Finance

TRANSFERRED
Auditor, Ashtabula County, Ohio
OCT 18 1994 50
Daniel P. Ross

Comp. for Vol. 11228
P. O. and Box #1 21244 E.C.
MARIETTA, OHIO 44250

VOLUME: 877 PAGE: 1588

This being the same premises formerly owned by Bob Hanfield, Inc., Volume 2, Page 525 in the Ashtabula County Record of Deeds. This property having been foreclosed upon and forfeited to the State of Ohio in Case No. 94 CV 44, Common Pleas Court of Ashtabula County, Ohio.

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Joanne Tressler, her heirs and assigns forever.

IN WITNESS WHEREOF, I, Daniel P. Ross, County Auditor of Ashtabula County, Ohio, acting as agent of the State of Ohio have hereunto set my hand, this 17th day of October, 1994.

IN THE PRESENCE OF:

[Signature]
[Signature]
Daniel P. Ross, Auditor of Ashtabula County, Ohio, and acting as Agent for the State of Ohio

STATE OF OHIO :
COUNTY OF ASHTABULA :

Barbara M., a Notary Public, in and for said county and state personally appeared the above named Daniel P. Ross, Auditor of Ashtabula County, Ohio, who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 17th day of October, 1994.

[Signature]
Notary Public

This Instrument Prepared by:
Laura M. Biffano
Assistant County Prosecutor
25 West Jefferson St.
Jefferson, OH 44047

14

Page # 5

QUIT-CLAIM DEED—Ohio Form No. 89-B

The Ohio Legal Right Co. Cleveland
Publishers and Stationers Since 1882

Vol: 100 Page: 9379

Know all Men by these Presents

Clmt. JEFFERY D. WELDY and CINDY S. WELDY, HUSBAND AND WIFE,

the Grantors,
who claim title by or through instrument , recorded in Volume 88 , Page 3529
County Recorder's Office, for the consideration of TEN AND NO/100-----
Dollars (\$ 10.00)
received to their full satisfaction of CHARLES KENNETH SUPPLEE

the Grantee ,

whose FAX MAILING ADDRESS will be 1208 Finch Road
Veslerdale, OH 44027

have them, their heirs, assigns and executors quit-claim, and do by these presents absolutely give, grant, remise, release and forever quit-claim unto the said grantees his heirs and assigns forever, all such right and title as they, the said grantors, have or ought to have in and to the following described piece or parcel of land, situated in the Village of Rock Creek, County of Ashland, and State of Ohio:

And known as part of Original Plat. No. 116 in the Township of Morgan and in said Village and bounded as follows: Beginning at an iron stake in the northwest corner of land formerly owned by Fred Harrington now owned by Martin Hobbs Milling Co., page 105 of Ashland County Records, in the south line of Grove Street, sometimes called Station Street, thence west along the line of Grove Street, 100 feet; thence south at right angles with Grove Street, 100 feet; thence east at right angles 100 feet; thence north 100 feet to the place of beginning, be the same more or less, but subject to all legal highways, easements, restrictions, conditions, reservations, covenants, and zoning ordinances of record, taxes and assessments, both general and special, not yet due and payable; boundary dispute with neighboring property owner Gary Myers, his heirs and assigns; and adjacent U.S. EPA Superfund Site encroachments, easements, monitored well placement and regulations.

RECORDED
INDEXED
BY _____
ASHLAND COUNTY RECORDER

00000128
Filed for Record in
Ashland County, Ohio
on 11-23-10 at 11:55 am.
14-00
Book 88 Vol. 100 Pg. 9379 - 9380

00000128
Filed for Record in
Ashland County, Ohio
on 11-23-10 at 11:55 am.
14-00
Book 88 Vol. 100 Pg. 9379 - 9380

Vol: 100 Page: 9360

To Have and to Hold the premises aforesaid, with the appurtenances thereunto belonging to the said grantee, his heirs and assigns, so that neither the said grantors, nor their heirs, nor any other persons, claiming title through or under them, shall or will hereafter claim or demand any right or title to the premises, or any part thereof; but they and every one of them shall by these presents be excluded and forever barred, and for valuable consideration

JEFFREY D. WELDY AND CINDY S. WELDY, HUSBAND AND WIFE,

do hereby remise, release and forever quit-claim unto the said grantee, his heirs and assigns, all their right and expectancy of ~~interest~~ in the above described premises.

In Witness Whereof, we have hereunto set our hands, the day of December, 12th, 2010, in the year of our Lord one thousand nine hundred and ninety-seven. Signed and acknowledged in presence of

Handwritten signatures of Jeffrey D. Weldy and Cindy S. Weldy, and three witnesses: J. Sullivan, J. [unclear], and J. [unclear].

State of Ohio,)
County of Hamilton,)
I, _____, Notary Public,
do hereby certify that the above named JEFFREY D. WELDY AND CINDY S. WELDY

who acknowledged that they did sign the foregoing instrument and that they signed the same of their free act and deed.

In Witness Whereof, I have hereunto set my hand and official seal, at Hamilton, Ohio, this 12th day of December, 2010.

Handwritten signature of the Notary Public and a circular notary seal.

Recorded in _____
Recorded in Hamilton County, Ohio
My commission expires _____



JEFFREY D. WELDY AND
CINDY S. WELDY
HUSBAND AND WIFE

TO
CHANGELIFE SUPPLIER

TRANSFERRED TO
Hamilton County, Ohio

County of Hamilton, Ohio

Recorded for Record on the

day of _____, 2010

at _____ o'clock _____ M.

and Booked _____ in _____ Page _____

Recorded for \$ _____

This instrument prepared by
JAN T. FLETCHER, #0038210
4316 Mullin Ave.
Hamilton, OH 45005-1276

(A)

Vol 129 P 1689

Parcel # 6

Instrument
200000009091

AUDITORS DEED

KNOW ALL MEN BY THESE PRESENTS: That whereas, the Real Estate hereinafter described, having become and being delinquent for non-payment of taxes, assessments, penalties, interest and costs, was forfeited to the State of Ohio, as will fully appear by the records of the Court of Common Pleas and of the County Auditor of Ashtabula County, Ohio; and

WHEREAS, said County Auditor, after the lapse of time as provided by law caused notice of the sale of said forfeited land to be advertised once a week for two consecutive weeks prior to the date fixed by law, on the 8th day of March, 2000, and the 18th day of March, 2000, attended at the Courthouse of said County and from day to day offered said Real Estate for sale at public auction, to the highest bidder, in manner and form provided by law;

THEREUPON, on the 3rd day of April, 2000, Donald D and Loretta B Janson bid for said Real Estate the sum of \$1000.00 which sum being the highest bid offered and the best price obtainable, the County Auditor, acting as agent of the State of Ohio, then and there sold said Real Estate to the said Donald D and Loretta B Janson, for said sum, and thereupon gave to said purchaser a Certificate of Sale, as required by law, which Certificate of Sale has been produced and returned to the said County Auditor;

NOW, THEREFORE, I, Sandra O'Brien, as County Auditor of Ashtabula County Ohio, acting as agent of the State of Ohio, in consideration of the premises and the payment of the sum of \$1000.00 as provided by law, do hereby **GRANT, BARGAIN, SELL AND CONVEY** unto the said Donald D Janson whose tax mailing address is 418 Garford Rd Geneva OH 44041, for their joint lives, remainder to the survivor, the Real Estate sold as aforesaid and situated in the Township of Morgan, County of Ashtabula, and State of Ohio and bounded and described as follows:

Situated in the Township of Morgan, County of Ashtabula, and State of Ohio and known as being part of lot number 117 in said Township and bounded and described as follows:
Beginning at an iron pin at the intersection of the center line of Mechanic Street with the center line of Grove Street; thence Southerly along the center line of Mechanic Street three hundred (300) feet to a point; thence Westerly at right angles to last described line thirty (30) feet to an iron pin; thence in the same course one hundred and forty (140) feet to an iron pin; thence Southerly at right angles with the last described line seven (7) feet to an iron pin; thence Westerly a right angles with the last described line twenty-four and fifty-one hundredths (24.50) feet to an iron pin; thence in the same course one and thirty-six hundredths (1.36) feet to the east right of way line of the P. Y. and A. R. R., thence Northerly along the east right of way line of said Railroad three hundred sixteen and seventy-nine one hundredths (316.79) feet to the center of Grove Street; thence Easterly along the center of Grove Street one hundred ninety-five and eighty one-hundredths (195.80) feet to the place of beginning, and containing one and thirty-seven hundredths (1.37) acres of land, be the same more or less but subject to all legal highways.

Parcel Number: 35-032-00-004-00

TRANSFERRED

Auditor, Ashtabula County, Ohio

JUN 08 2000 50

Sandra O'Brien

SURVEY UPDATE REQUIRED
REQUIREMENTS FOR NEXT TRANSFER
[Signature]
BY ASHTABULA COUNTY ENR. INSDA

In compliance with Sec. 319.302
R.C. and Sec. (F) 319.84 R.C.
effective January 1st, 1988.

(A)

Parcel #7

012962

Volume: 97 Page: 5481

AUDITOR'S DEED

KNOW ALL MEN BY THESE PRESENTS: That whereas, the Real Estate hereinafter described, having become and being delinquent for non-payment of taxes, assessments, penalties, interest and costs, was forfeited to the State of Ohio, as will fully appear by the records of the Court of Common Pleas and of the County Auditor of Ashtabula County, Ohio; and

WHEREAS, said County Auditor, after the lapse of time as provided by law caused notice of the sale of said forfeited land to be advertised once a week for two consecutive weeks prior to the date fixed by law, on the 18th day of June, 1997, and on the 25th day of June, 1997, attended at the Courthouse of said County and from day to day offered said Real Estate for sale at public auction, to the highest bidder, in manner and form provided by law;

THEREUPON, on the 25th day of July, 1997, Gary L. Myers, bid for said Real Estate the sum of \$10.00 which sum being the highest bid offered and the best price obtainable, the County Auditor, acting as agent of the State of Ohio, then and there sold said Real Estate to the Gary L. Myers, for said sum, and thereupon gave to said purchaser a Certificate of Sale, as required by law, which Certificate of Sale has been produced and returned to the said County Auditor:

NOW, THEREFORE, I, Sandra O'Brien, as County Auditor of Ashtabula County, Ohio, acting as agent of the State of Ohio, in consideration of the sum of \$10.00 and the payment of the sum of \$10.00 as provided by law, do hereby **SOLD, MARGAIN, SELL AND CONVEY** unto the said Gary L. Myers, whose tax address is P.O. Box 144, Rock Creek, Ohio 44088, his heirs and assigns forever, the Real Estate sold as aforesaid and situated in the Village of Rock Creek, County of Ashtabula, and State of Ohio:

Being a part of Original Lot No. 116 in the Township of Morgan, County of Ashtabula and State of Ohio, and bounded as follows: On the North by original lot line; on the east by public highway running north and south (now known as Mill Street); on the south by public highway crossing the railway tract near the station (now known as Station Street); and on the west by the east line of Penna. R.R. Co. and is part of the same land deced by the heirs of Edgar G. Miller to Nelson B. Addicott in 1922. Containing about Forty One Hundredths of an acre of land, but containing 0.08 [according to the 1995 Ashtabula County Tax Duplicate, be the same more or less, but subject to all legal highways].

*Updated information is in brackets.

Parcel Number: 99-019-00-012-00

SURVEY UPDATES REQUIRED
RECORDED BY COUNTY ENGINEER
DATE: MAR 1 2001
BY: KRM
ASHTABULA COUNTY ENGINEER

TRANSFERRED
Auditor, Ashtabula County, O

AUG 14 1997 50

Sandra O'Brien

In compliance with Sec. 619.022
R.C. and Sec. 67.0102 R.C.
effective January 1st, 1992.

10.00

Volume: 97 Page: 2402

This being the same premises formerly owned by William H. Kraus, whose deed is located in Volume 893, Page 216 of Ashtabula County Record of Deeds. This property having been foreclosed upon and forfeited to the State of Ohio in Case No. 96CV142, Common Pleas Court of Ashtabula County, Ohio.

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the Gary L. Myers, his heirs and assigns forever.

IN WITNESS WHEREOF, I, Sandra O'Brien, County Auditor of Ashtabula County, Ohio, acting as agent of the State of Ohio have hereunto set my hand, this 7th day of August, 1997.

IN THE PRESENCE OF:

Donnie Castrella
Barry Thibodeau

Sandra O'Brien
Sandra O'Brien, Auditor of
Ashtabula County, Ohio, and acting
as Agent for the State of Ohio



STATE OF OHIO)
COUNTY OF ASHTABULA) SS.

BEFORE ME, a Notary Public, in and for said county and state personally appeared the above named Sandra O'Brien, Auditor of Ashtabula County, Ohio, who acknowledged that he/she did sign the foregoing instrument and that the same was his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this 7th day of August, 1997.

Donnie J. Castrella
Notary Public

Donnie J. Castrella
Notary Public, State of Ohio
My Commission Expires 12/31/2009
(See Ohio Revised Code 5303.02)

This Instrument Prepared by:

Robert L. Norman
Assistant County Prosecutor
25 West Jefferson Street
Jefferson, OH 44047

Notary Public
County Recorder
Ashtabula, Ohio

RECEIVED

RECORDED AUG 14 1997

WL269 1815

800300021002
Filed for Record in
ASHTABULA COUNTY, OHIO
JUDITH A. BANTA
09-23-2003 At 10:45 AM
32.00
OR Book 659 Page 1815 - 1817

*Parcel #8
Part II only*

COUNTY RECORDER:
PLEASE RETURN DOCUMENT TO:
KASPAREY, LLC
323 SOUTH COURT STREET-SUITE 200
MEDINA, OH 44136

PREPARED BY:
LAW OFFICES OF EDWARD P. BRUBOOSMAN
2315 CITY GATE DR. - SUITE B
COLUMBUS, OHIO 43219

800300021002
CLARENCE WEEKS
BEATRICE WEEKS
2215 RAILROAD STREET
ROCK CREEK, OH 44084-2808 *10*

SPACE ABOVE THIS LINE RESERVED FOR RETURNED MAIL

QUIT CLAIM DEED

The undersigned Grantor, whether one or more, declares that the transfer tax is NONE. This conveyance transfers Grantors' interest into their-revocable living trust For No Consideration, change in vesting only.

CLARENCE WEEKS, also known as, CLARENCE WEEKS, JR. and BEATRICE WEEKS, Husband and Wife Grantor, who acquired title as CLARENCE WEEKS, and as CLARENCE WEEKS, JR. and BEATRICE WEEKS, grant to, CLARENCE WEEKS and BEATRICE WEEKS, TRUSTEES, or successor(s) in trust, under THE WEEKS FAMILY TRUST, dated August 27, 2002, and any amendments thereto, the following described real property located in the County of ASHTABULA, State of OHIO, and described as follows, to-wit:

The Mailing Address:
CLARENCE & BEATRICE WEEKS
3315 RAILROAD ST.
ROCK CREEK, OH 44084

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE AN IRREVOCABLE PART HEREOF.

Clarence Weeks
CLARENCE WEEKS: Signatory
Clarence Weeks
CLARENCE WEEKS: Print Name
Als CLARENCE WEEKS, JR.
Beatrice Weeks
BEATRICE WEEKS: Signatory
Beatrice Weeks
BEATRICE WEEKS: Print Name

Witness: Signatory

Witness: Print Name

Witness: Signatory

Witness: Print Name

STATE OF OHIO

COUNTY OF *Ashtabula*

Executed before me on the *29th* day of *August*, 2003, at *Rock Creek*, Ohio by CLARENCE WEEKS, also known as, CLARENCE WEEKS, JR. and BEATRICE WEEKS, HUSBAND AND WIFE, known to me OR proved to me, on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal

Joseph W. Hanel
SIGNATURE



JOSEPH W. HANEL
Notary Public, State of Ohio
My Commission Expires 11-7-04

VL269 N1816

EXHIBIT "A"

PARCEL I

SITUATED IN THE VILLAGE OF ROCK CREEK, COUNTY OF ASHTABULA AND STATE OF OHIO, AND BOUNDED AND DESCRIBED AS FOLLOWS:

AND KNOWN AS BEING PART OF ORIGINAL MORGAN TOWNSHIP, LOT NO. 107 AND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF PREMISES CONVEYED TO EMMA SCHACH BY DEED RECORDED IN VOLUME 555, PAGE 531 OF ASHTABULA COUNTY DEED RECORDS AT THE SOUTHWEST CORNER OF PREMISES CONVEYED TO ROBERT SKERNES BY DEED RECORDED IN VOLUME 659, PAGE 1119 OF ASHTABULA COUNTY DEED RECORDS; THENCE NORTHERLY ALONG THE WEST LINE THEREOF A DISTANCE OF 169.29 FEET TO THE SOUTH LINE OF PREMISES CONVEYED TO HERMAN G. PERRY, ET AL., BY DEED RECORDED IN VOLUME 471, PAGE 528 OF ASHTABULA COUNTY DEED RECORDS; THENCE WESTERLY PARALLEL TO THE NORTH OF PREMISES CONVEYED TO EMMA SCHACH, AS AFORESAID, ABOUT 1546.2 FEET TO MILL STREET; THENCE SOUTHERLY ALONG THE EAST LINE OF MILL STREET 169.29 FEET TO THE NORTHWEST CORNER OF EMMA SCHACH; THENCE EASTERLY ALONG THE NORTH LINE OF EMMA SCHACH ABOUT 1546.2 FEET TO THE PLACE OF BEGINNING AND CONTAINING WITHIN SAID BOUNDS ABOUT 6 ACRES OF LAND, BE THE SAME MORE OR LESS BUT SUBJECT TO ALL LEGAL HIGHWAYS.

PARCEL NO: 350190000400 & 350190002200.

COMMONLY KNOWN AS: 3215 RAILROAD ST., ROCK CREEK, OH 44084
PRIOR DEED REFERENCE: VOL. 29, PAGE 5780, DATED 6/19/1985.

PARCEL II

SITUATED IN THE VILLAGE OF ROCK CREEK, TOWNSHIP OF MORGAN, COUNTY OF ASHTABULA AND STATE OF OHIO:

KNOWN AS BEING PART OF LOT NO. 106, AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

ON THE NORTH BY LAND NOW OR FORMERLY OWNED BY V.B. WOODRUFF;

ON THE EAST BY THE WEST LINE OF THE PUBLIC HIGHWAY;

ON THE SOUTH BY THE ORIGINAL LINE OF LOT NO. 106;

ON THE WEST BY THE EAST LINE OF THE RIGHT OF WAY OF THE P.Y. & A. RAILROAD, AND CONTAINING THIRTY TWO ONE HUNDREDTHS (.32) OF

AN ACRE OF LAND, BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS.

BEING THE SAME PREMISES CONVEYED TO RICHARD JOHNSON AND HATTIE JOHNSON BY DEED DATED JULY 11, 1955 AND RECORDED IN VOLUME 526, PAGE 344 OF ASHTABULA COUNTY RECORDS OF DEEDS.

PARCEL NO: 350190001300

COMMONLY KNOWN AS: RAILROAD STREET, ROCK CREEK, OHIO 44084
PREVIOUSLY SET FORTH IN VOLUME 681, PAGE 721, RECORDED 4/3/69

Map B

VL 269 M1817

EXHIBIT "A"
continued

PARCEL III

SITUATED IN THE VILLAGE OF ROCK CREEK, TOWNSHIP OF MORGAN,
COUNTY OF ASHTABULA AND STATE OF OHIO;

BEING KNOWN AS PART OF LOT NO. 106 IN SAID VILLAGE AND BOUNDED
AND DESCRIBED AS FOLLOWS, TO WIT:

ON THE NORTH BY LANDS CONVEYED BY FRANK CAPPOTTO, TO ALOYSIUS
A. AND ALICE M. GILLESPIE BY DEED RECORDED IN VOLUME 434, PAGE 9
OF THE ASHTABULA COUNTY RECORD OF DEED;

ON THE SOUTH BY LANDS CONVEYED TO EDWARD L. CURLY AND DORIS I.
CURLY BY FRANK CAPPOTTO AND CLARA CAPPOTTO BY DEED RECORDED
IN VOLUME 469, PAGE 644 OF THE ASHTABULA COUNTY RECORD OF
DEEDS;

ON THE EAST BY THE WEST LINE OF THE PUBLIC HIGHWAY KNOWN AS
MILL STREET OR RAILROAD STREET AND ON THE WEST BY THE EAST LINE
OF LANDS OF THE PENNSYLVANIA RAILROAD COMPANY.

PARCEL NO: 350190001400
COMMONLY KNOWN AS: RAILROAD STREET, ROCK CREEK, OHIO 44084
PREVIOUSLY SET FORTH IN VOLUME 656, PAGE 849, RECORDED 3/31/66

UPDATE REQUIRED
REQUIREMENTS FOR NEXT TRANSFER:

By SM Date 2-22-03
ASHTABULA COUNTY ENGINEER

In compliance with Sec. 319.202
R.O. and Sec. (F) 319.64 R.O.
effective January 1st, 1988. *NT*

TRANSFERRED
Auditor, Ashtabula County, Ohio
SEP 23 2003 2:00
Sandra O'Ruan

25 - 3399

Parcel # 9

IN THE COURT OF COMMON PLEAS
ASHTABULA COUNTY, OHIO

THE OHIO RAIL TRANSPORTATION
AUTHORITY

CASE NO. 75289

Plaintiff

JUDGE JOSEPH P. MALLONE

-vs-

PENN CENTRAL CORPORATION,
et al.

JUDGMENT ENTRY
ON SETTLEMENT

Defendants

This matter was scheduled for jury trial on November 16, 1983, upon Plaintiff's complaint for Appropriation. Prior to trial a settlement hearing was conducted on said date before the Honorable Joseph P. Mallone. Appearances were made by Eyle C. Horton, attorney for Plaintiff, C. Kenneth Clark, attorney for Defendant Penn Central Corporation, James M. Lemiant, attorney for Defendant FCI Energy, Inc., William J. Urban, attorney for Defendant Russell L. King and King Brothers Feed and Supply Company, and Defendant Coys A. Wilfong. It appears to the court that the owners and the parties in interest of the property appropriated in this action have agreed with the Director of Transportation of the State of Ohio upon the amount of compensation for the property appropriated and damage due said owners by reason of said appropriation, and as to the disposition of the other issues in this case.

The court finds that the parties have stipulated and agreed that the legal description of said property is as follows:

(TRACT 1)

Situated in the State of Ohio, County of Ashtabula, being a part of Sections 2, 4, 9, 8, 13, 14, 18, 17, 23 and 24 (Township 8-North, Range 4-West) of Orwell Township, and part of Lots 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 37, 38, 39 and 42 (Township 8-North, Range 4-West) of Romo Township, and part of Lots 6, 7, 17, 27, 37, 47, 57, 67, 76, 77, 86, 87, 96, 106, 116, 126, 137, 146, 157, 166, 177, 186 and 197 (Township 10-North, Range 4-West) of Morgan Township, and parts of Lots 6, 7, 16, 26, 36, 46, 56, 67, 67, 66, 76, 77, 86, 87, 96 and 97 (Township 11-North, Range 4-West) of Austsburg Township and part of

In accordance with Sec. 3113.20
P.L. 101-508, (7) 3113.20 P.L.
effective January 1st 1989, N.Y.

TRANSFERRED
Ashtabula County, Ohio

FEB 22 1994 9 50

David P. Ford

ROBERT
MONTON & FORBES
ATTORNEYS AT LAW
1000 REPUBLICAN BLVD.
914 REPUBLIC AVE., SUITE
CLEVELAND, OHIO 44115

VP 2:11 PM 11/24/10

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

SEALD AND DELIVERED
in the presence of us:

THE FARM CENTRAL CORPORATION

Deborah J. Mills

By: James P. Kelly
Director, Legal Affairs & Special Sales

Francis J. Miller

Attest: James P. Kelly
Assistant Secretary

Anna Schwegel

POI ENERGY, INC.
By: Harold F. King
Vice President & Attorney General Manager

William King

Attest: James P. Kelly
Vice President & Attorney General Manager



23 11/14/81

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

ON THIS 29th day of September, 1981, before me, a Notary Public in and for said Commonwealth and County, appeared JOSEPH J. SUPON, to me personally known, who, being by me duly sworn did say that he is the Director, Leased Property and Special Sales of THE PENN CENTRAL CORPORATION and that the seal affixed to said instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and Arnold V. Martoralli, Assistant Secretary acknowledges said instrument to be the free act and deed of said Corporation.

Richard C. Smith
Notary Public

52631

ved for Record October 5, 1981 at
P.M. Recorded October 6, 1981 in
Bula County Records of General Index.
14 Page 9933
by S. Lemaire, Recorder
1.00

MELVIN S. ONIWA
Notary Public, PHILA. CO.
Commission Expires May 23, 1984

RECORDED
INDEXED
OCT 5 1981
NOTARY S. LEMAIRE
RECORDER
PHILADELPHIA COUNTY
PA

STATE OF OHIO
COUNTY OF Cuyahoga

ON THIS 18th day of September, 1981, before me, a Notary Public in and for said State and County appeared HARLAN P. KIRBY, to me personally known, who, being by me duly sworn did say he is the GENERAL MANAGER of POC ENERGY, INC., and that the seal affixed to said instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation, by authority of its BOARD OF DIRECTORS and JAMES S. KIRKHOFF, SECRETARY acknowledges said instrument to be the free act and deed of said Corporation.

NOTARIAL SEAL
STATE OF OHIO
CUYAHOGA COUNTY

Katherine M. ...
Notary Public
KATHERINE M. ...
Notary Public
Commission Expires ...

100
200

VU 23 Nov 3454

Exhibit "G"
P.Y. & A. Secondary (2424)

Plotted Licenses

Part A - Licenses to be assigned in their entirety.

	<u>Map No./</u> <u>(Ref. No.)</u>	<u>Date of</u> <u>Agreement</u>	<u>Licensor</u>	<u>Req. No./</u> <u>(Rent No.)</u>	<u>Rental</u>
(i)	36 (10)	7/29/70	Cleveland Electric Illuminating Co.	157,707 (N/A)	None
(ii)	39 (8)	9/1/48	Ohio Edison Co.	N/A (4870040)	\$15.00
(iii)	40 (7)	5/28/41	County of Trumbull	44994 (N/A)	None
(iv)	42 (9)	10/16/63	Cleveland Electric Illuminating Co.	(N/A) (4870077)	\$20.00
(v)	44 (9)	2/25/56	American Telephone & Telegraph Co.	197,480 (N/A)	None
(vi)	49 (11)	10/3/38	Cleveland Electric Illuminating Co.	42931 (N/A)	None
(vii)	51 (11)	7/25/67	Roman Rock Corp.	189,697 (N/A)	None
(viii)	55 (6)	4/30/73	Gasoil, Inc.	161,585 (4390291)	\$60.00
(ix)	57 (4)	6/12/72	Allied Materials, Inc.	169,618 (4391419)	\$30.00
(x)	7 (19)	12/31/52	Cleveland Electric Illuminating Co.	209,300 (N/A)	None
(xi)	6 (14)	5/20/58	J. A. Jones Construction Co.	164,828 (N/A)	None
(xii)	7 (15)	12/31/62	East Ohio Gas Co.	N/A (4870097)	\$30.00
(xiii)	7 (16)	8/5/66	Ohio Water Service Co.	N/A (4803480)	\$20.00
(xiv)	7 (17)	3/17/60	Ashabula Telephone Co.	178,348 (4392045)	\$329.00
(xv)	8 (15)	9/10/48	Cleveland Electric Illuminating Co.	21949 (N/A)	None
(xvi)	8 (16)	4/21/30	Cleveland Electric Illuminating Co.	23953 (N/A)	None
(xvii)	10 (13)	11/12/46	American Telephone & Telegraph Co.	N/A (4801420)	\$2.00
(xviii)	10 (15)	6/1/48	Cleveland Electric Illuminating Co.	N/A (4870073)	\$12.00

VP 2010-11-24

P.Y.A. Secondary (2626)

Licenses Covering Facilities in the
Limits of Public Thoroughfares
(All to be Assigned)

<u>Registry No.</u>	<u>Date of Agreement</u>	<u>Licensee</u>	<u>Location</u>
1. 192,146	1/17/75	Cleveland Electric Illuminating Co.	Ashtabula, Ohio (in 32nd Street or Camp Street)
2. 214,693	2/4/37	Cleveland Electric Illuminating Co.	Ashtabula, Ohio (in Woodman Avenue)
3. 211,329	6/1/49	Ohio Edison Co.	Bristolville, Ohio (in Mylo-Shaffer Rd.)
4. 220,194	11/12/25	Ohio Edison Co.	Bristolville, Ohio (in unnamed street)
5. 211,871	12/28/48	Orwell Telephone Co.	Lockwood, Ohio (in Highway 87)
6. 220,242	4/21/26	Ohio Edison Co.	Lockwood, Ohio (in unnamed street)
7. 193,646	2/6/75	Cleveland Electric Illuminating Co.	East Orwell, Ohio (Cleveland-Headville Rd.)
8. 179,860	9/12/72	United Telephone Co. of Ohio	Champion, Ohio (in SR 108)
9. 183,433	2/12/74	United Telephone Co. of Ohio	Bristolville, Ohio (in Mousal Craft Rd.)
10. 179,411	11/16/73	Ohio Edison Co.	Lockwood, Ohio (in Bloomfield-Kingsmen Rd.)
11. 191,025	8/9/73	Village of Rock Creek	Rock Creek, Ohio (in East Water Street)
12. 203,803	7/11/60	Orwell Telephone Co.	East Orwell, Ohio (in Moores Road)
13. 203,802	7/11/60	Orwell Telephone Co.	East Orwell, Ohio (in Hague Road)
14. 203,801	7/11/60	Orwell Telephone Co.	East Orwell, Ohio (in SR 121)
15. 203,800	7/11/60	Orwell Telephone Co.	East Orwell, Ohio (in Windsor Road)
16. 214,752	12/10/46	Cleveland Electric Illuminating Co.	New Lynn, Ohio (in Fillisham Road)
17. 203,817	9/4/63	Cleveland Electric Illuminating Co.	Rock Creek, Ohio (in East Water Street)
18. 209,341	11/21/52	Ohio Edison Co.	Bristolville, Ohio (in Coventry Road)
19. 190,335	10/1/60	Cleveland Electric Illuminating Co.	Ashtabula, Ohio (in Sanborn Road)

NO. 21, 111456

	<u>Registry No.</u>	<u>Date of Agreement</u>	<u>Licensee</u>	<u>Location</u>
20.	178,407	7/18/73	East Ohio Gas Co.	Ashtabula, Ohio (in 52nd Street)
21.	172,375	10/30/72	Cleveland Electric Illuminating Co.	Rock Creek, Ohio (in Jefferson Street)
22.	214,485	1/7/70	Cleveland Electric Illuminating Co.	Eagleville, Ohio (in Jefferson Road)
23.	214,754	12/31/60	Cleveland Electric Illuminating Co.	Rome, Ohio (in Collinder Road)
24.	211,300	8/1/49	Ohio Edison Co.	Champion, Ohio (in Barbo-East Road)
25.	159,815	2/3/71	Ohio Edison Co.	Champion, Ohio (in SR 305)
26.	208,718	7/24/53	Eastern Telephone Service	Center Creek, Ohio (in Gauge-Portage Road)
27.	150,571	3/21/60	Village of Orwell	East Orwell, Ohio (in SR 322)
28.	173,005	1/9/73	United Telephone Co.	Champion, Ohio (in unnamed street)
29.	31007	7/10/37	Cleveland Electric Illuminating Co.	Austinburg, Ohio (in Galgen Road)
30.	22051	11/20/20	Cleveland Electric Illuminating Co.	Rome, Ohio (in Numben-Manover Rd.)
31.	23786	2/1/30	Cleveland Electric Illuminating Co.	Ashtabula, Ohio (in South Street)
32.	29086	7/10/25	Cleveland Electric Illuminating Co.	Ashtabula, Ohio (in South Road)
33.	42625	11/15/38	Ashtabula Telephone Co.	Ashtabula, Ohio (in Sanborn Road)
34.	20100	8/7/35	Ashtabula Telephone Co.	Ashtabula, Ohio (in South Ridge Road)
35.	29269	10/26/35	Ohio Edison Co.	Champion, Ohio (in Wilson-Sharpville Road)
36.	22968	6/28/29	Cleveland Electric Illuminating Co.	East Orwell, Ohio (in Cleveland-Headville Road)
37.	29474	2/18/30	Cleveland Electric Illuminating Co.	East Orwell, Ohio (in Windsor Road)
38.	44830	4/22/41	Village of Orwell	East Orwell, Ohio (in SR 322)
39.	44128	8/20/40	Cleveland Electric Illuminating Co.	East Orwell, Ohio (in Mayus Road)
40.	29272	10/26/35	Ohio Edison Co.	Bristolville, Ohio (in Gauge-Portage Road)
41.	44948	10/10/40	Ohio Edison Co.	Lockwood, Ohio (in Dinkerlin East Road)

VOL 23 PAGE 3457

Part B - Licenses to be assigned only as it affects premises under contract

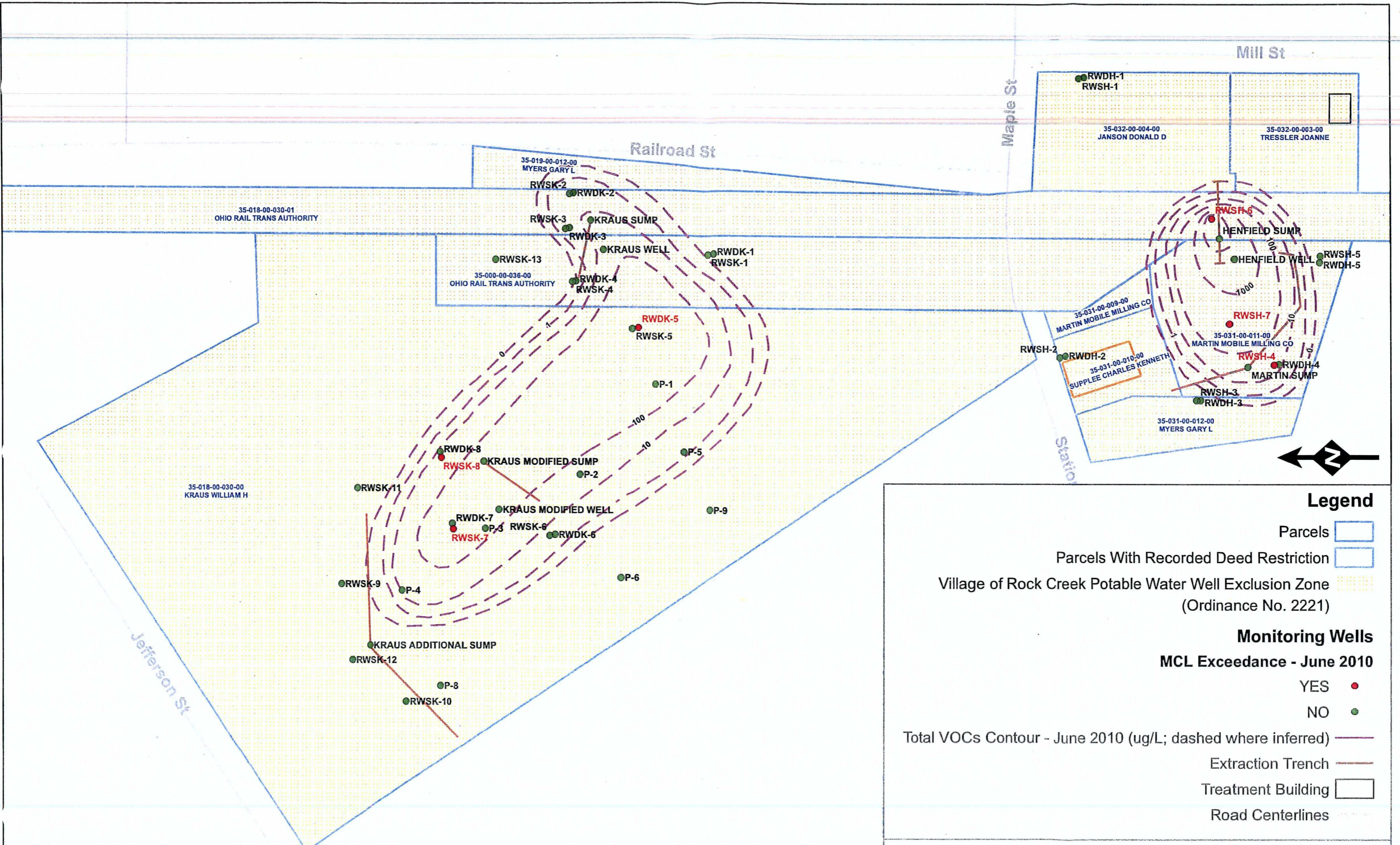
Map No. / (Ref. No.)	Date of Agreement	Licenses	Reg. No. / (Rent No.)	Rental
8 (17)	5/7/30	Cleveland Electric Illuminating Co.	N/A (4070076)	1.00
9 (14)				\$213.00*
10 (14)				

* Rental shown above is that portion of total which is attributable to premises under contract.

83138

received for Record on February 22, 1984 at 9:16 A.M. Recorded on February 23, 1984 in
Ashtabula County Records of General Index. VOL:23 PAGE: 3399
Timothy G. Lemire, Recorder PR20 124.00

REC'D FOR RECORD
FEB 23 1984
TGS
ASHTABULA COUNTY



Legend

- Parcels
- Parcels With Recorded Deed Restriction
- Village of Rock Creek Potable Water Well Exclusion Zone (Ordinance No. 2221)
- Monitoring Wells**
- MCL Exceedance - June 2010**
- YES ●
- NO ●
- Total VOCs Contour - June 2010 (ug/L; dashed where inferred)
- Extraction Trench
- Treatment Building
- Road Centerlines



FIGURE B - 1
Groundwater Plume and MCL Exceedances

Appendix C
Public Notice

U.S. stocks rise broadly, led by gains in the energy sector

BY KEN SWEET Associated Press

NEW YORK — Stocks posted solid gains on Tuesday, led by gains in energy companies after news reports said Saudi Arabia and Russia were working toward an agreement to cut oil production.

Investors also worked through the initial batch of earnings from the first quarter of the year.

The Dow Jones industrial average rose 164.84 points, or 0.9 percent, to 17,721.25. The Standard & Poor's 500 index climbed 19.73 points, or 1.1 percent, to 2,051.72 and the Nasdaq composite increased 38.69 points, or 0.8 percent, to 4,872.03.

Corporate earnings got underway on a weak note after Alcoa, the aluminum mining giant, reported a 15 percent decline in revenue late Monday.

Alcoa also had a huge drop in first-quarter profit from a year earlier as aluminum prices fell. Alcoa's stock fell 26 cents, or 2.7 percent, to \$47.48. Later this week big

U.S. banks will start releasing their results, including JPMorgan Chase, Citigroup and Wells Fargo. Investors will be watching the banks to see how well they've weathered the market's recent volatility and low oil prices earlier this year.

Banks are often seen as a proxy for how the U.S. economy is doing. "It's not going to be a clean earnings season for financials at all," said Peter Stourmaras, a portfolio manager at BlackRock. "The banks have suffered from fears about oil loans, but those fears are overblown."

Expectations for earnings are low this quarter. Analysts surveyed by FactSet expect corporate profits to be down 9.1 percent from a year ago, hurt primarily by the steep drop in oil prices and other commodities.

The entire energy sector is expected to report a loss this quarter, according to FactSet. "Earnings will paint an important picture over the next few weeks, but the more important story is the continued improve-

ment in the macroeconomic environment here in the U.S. and globally," said Ryan Larson, head of U.S. equity trading at RBC Global Asset Management in Chicago.

Oil prices moved sharply higher after Russian officials told Interfax, the Russian news agency, that they planned to reach a deal with Saudi Arabia to cut oil production.

OPEC ministers met this Sunday in Doha, Qatar. Benchmark U.S. crude oil climbed \$1.81, or 4.5 percent, at \$42.17 a barrel in New York. In London, the international standard, rose \$1.86 to \$44.69 a barrel in London.

Energy stocks, which have been beaten down in recent months, followed the price of crude oil higher.

The energy component of the S&P 500 jumped almost 3 percent.

U.S. government bond prices fell. The yield on

the 10-year Treasury note rose to 1.77 percent from 1.73 percent late Monday.

The euro fell to \$1.1397 from \$1.1412 with gains in the yen to 108.53 yen from 107.94 yen.

In other energy commodities, heating oil rose 6 cents to \$1.276 a gallon, wholesale gasoline rose 3 cents to \$1.534 a gallon and natural gas rose 3 cents to \$2.004 per thousand cubic feet.

Precious and industrial metals prices closed broadly higher.

Gold gained \$2.90 to \$1,260.90 an ounce, silver rose 25 cents to \$16.22 an ounce and copper climbed six cents to \$2.15 a pound.

EPA Begins Review of Old Mill Superfund Site

U.S. Environmental Protection Agency is conducting a five-year review of the Old Mill Superfund site at the corner of Mill Street and Station Street in Rock Creek. The Superfund law requires regular checkups of sites that have been cleaned up with waste managed on-site to make sure the cleanup continues to protect people and the environment. This is the fifth five-year review of this site.

The cleanup of chemical contamination at a former feed mill and an adjacent property that was covered with piles of railroad ball consisted of demolishing dilapidated buildings, digging up and disposing of contaminated soil, installing a groundwater pumping and treating system, long-term monitoring, and limiting the use of and access to the site.

More information is available at the Rock Creek Public Library, 2988 High St., and at www.epa.gov/superfund/old-mill. The review should be completed by the end of July.

The five-year review is an opportunity for you to tell EPA about site conditions and any concerns you have. Contact:

Adrian Palomares Community Improvement Coordinator 112-513-3993 palomares.adrian@epa.gov

Linda Kern Remedial Project Manager 112-586-1441 linda.kern@epa.gov

You may also call EPA's Chicago regional office toll-free at 800-621-8431, 9:30 a.m. to 5:30 p.m., weekdays.

Rae-Ann Geneva Skilled Nursing & Rehabilitation Center. Free & Open to the Public. Presents the 11th Annual Spring Health Fair. Friday, April 15, 2016 9:00 am - 12:00 pm. Over 25 FREE local vendors each providing a different health related service or screening.

ACMC Express Care. Walk-in care for minor illness and injury. Serving patients age two and older. Most insurances accepted. Co-pays similar to physician office visit. Locations: Ashtabula, Conneaut, Jefferson.

APRIL Is Clean Out Your Clutter Month!! "We Can Help" 5 Lines 5 Days. Call The STAR BEACON 440-994-3240. email: marketplace@starbeacon.com

Market data table including: DOW, NASDAQ, S&P 500, 30-YR T-BOND, GOLD, SILVER, CRUDE OIL, EURO. Charts for 10 DAYS and 1 YEAR. Most Active Stocks list. Stocks Recap table. Stocks of Local Interest table. Biggest Mutual Funds table. Company Spotlight: Juniper Buried.

Stock Footnotes: * Dividends and earnings in Canadian dollars. ** Does not meet consolidated financial standards. ... Juniper Buried: Computer equipment maker Juniper Networks tumbled Tuesday after it slashed its quarterly profit and sales forecasts.

Appendix D
Site Inspection Checklist and Photos

Site Inspection Checklist

I. SITE INFORMATION			
Site name: <u>OLD MILL</u>	Date of inspection: <u>8/26/16</u>		
Location and Region: <u>ROCK CREEK, OH REGION 5</u>	EPA ID: <u>OH D 980510200</u>		
Agency, office, or company leading the five-year review: <u>USEPA, REGION 5</u>	Weather/temperature: <u>78° F PARTLY CLOUDY</u>		
Remedy Includes: (Check all that apply) <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Landfill cover/containment <input checked="" type="checkbox"/> Access controls <input checked="" type="checkbox"/> Institutional controls <input type="checkbox"/> Groundwater pump and treatment — <u>TEMPORARILY 16 LBS / SHUT DOWN</u> <input type="checkbox"/> Surface water collection and treatment <input type="checkbox"/> Other _____ </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Monitored natural attenuation <u>EXTENDED PILOT STUDY</u> <input type="checkbox"/> Groundwater containment <input type="checkbox"/> Vertical barrier walls </td> </tr> </table>		<input type="checkbox"/> Landfill cover/containment <input checked="" type="checkbox"/> Access controls <input checked="" type="checkbox"/> Institutional controls <input type="checkbox"/> Groundwater pump and treatment — <u>TEMPORARILY 16 LBS / SHUT DOWN</u> <input type="checkbox"/> Surface water collection and treatment <input type="checkbox"/> Other _____	<input type="checkbox"/> Monitored natural attenuation <u>EXTENDED PILOT STUDY</u> <input type="checkbox"/> Groundwater containment <input type="checkbox"/> Vertical barrier walls
<input type="checkbox"/> Landfill cover/containment <input checked="" type="checkbox"/> Access controls <input checked="" type="checkbox"/> Institutional controls <input type="checkbox"/> Groundwater pump and treatment — <u>TEMPORARILY 16 LBS / SHUT DOWN</u> <input type="checkbox"/> Surface water collection and treatment <input type="checkbox"/> Other _____	<input type="checkbox"/> Monitored natural attenuation <u>EXTENDED PILOT STUDY</u> <input type="checkbox"/> Groundwater containment <input type="checkbox"/> Vertical barrier walls		
Attachments: <input type="checkbox"/> Inspection team roster attached <input type="checkbox"/> Site map attached			
II. INTERVIEWS (Check all that apply)			
1. O&M site manager <u>MIKE WATKINS</u> <u>Brown: Chemical</u> <u>SITE MANAGER</u> <u>8/26/16</u> <div style="display: flex; justify-content: space-between; margin-left: 100px;"> Name Title Date </div> Interviewed <input checked="" type="checkbox"/> at site <input type="checkbox"/> at office <input type="checkbox"/> by phone Phone no. <u>216/606-1309</u> Problems, suggestions; <input type="checkbox"/> Report attached _____ _____			
2. O&M staff _____ <div style="display: flex; justify-content: space-between; margin-left: 100px;"> Name Title Date </div> Interviewed <input type="checkbox"/> at site <input type="checkbox"/> at office <input type="checkbox"/> by phone Phone no. _____ Problems, suggestions; <input type="checkbox"/> Report attached _____ _____			

3. Local regulatory authorities and response agencies (i.e., State and Tribal offices, emergency response office, police department, office of public health or environmental health, zoning office, recorder of deeds, or other city and county offices, etc.) Fill in all that apply.

Agency OHIO EPA
Contact REGAN (SIG) WILLIAMS Title SITE COORDINATOR Date 8/26/16 Phone no. 330/963-1210

Problems; suggestions; Report attached _____

Agency _____
Contact _____ Title _____ Date _____ Phone no. _____

Problems; suggestions; Report attached _____

Agency _____
Contact _____ Title _____ Date _____ Phone no. _____

Problems; suggestions; Report attached _____

Agency _____
Contact _____ Title _____ Date _____ Phone no. _____

Problems; suggestions; Report attached _____

4. Other interviews (optional) Report attached.

NONE

III. ON-SITE DOCUMENTS & RECORDS VERIFIED (Check all that apply)

1.	O&M Documents			
	<input type="checkbox"/> O&M manual	<input checked="" type="checkbox"/> Readily available	<input checked="" type="checkbox"/> Up to date	<input type="checkbox"/> N/A
	<input type="checkbox"/> As-built drawings	<input checked="" type="checkbox"/> Readily available	<input checked="" type="checkbox"/> Up to date	<input type="checkbox"/> N/A
	<input type="checkbox"/> Maintenance logs	<input checked="" type="checkbox"/> Readily available	<input checked="" type="checkbox"/> Up to date	<input type="checkbox"/> N/A
	Remarks _____			
2.	Site-Specific Health and Safety Plan	<input checked="" type="checkbox"/> Readily available	<input checked="" type="checkbox"/> Up to date	<input type="checkbox"/> N/A
	<input checked="" type="checkbox"/> Contingency plan/emergency response plan	<input checked="" type="checkbox"/> Readily available	<input checked="" type="checkbox"/> Up to date	<input type="checkbox"/> N/A
	Remarks _____			
3.	O&M and OSHA Training Records	<input checked="" type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input type="checkbox"/> N/A
	Remarks _____			
4.	Permits and Service Agreements			
	<input type="checkbox"/> Air discharge permit	<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input checked="" type="checkbox"/> N/A
	<input type="checkbox"/> Effluent discharge	<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input checked="" type="checkbox"/> N/A
	<input type="checkbox"/> Waste disposal, POTW	<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input checked="" type="checkbox"/> N/A
	<input type="checkbox"/> Other permits	<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input checked="" type="checkbox"/> N/A
	Remarks _____			
5.	Gas Generation Records	<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input checked="" type="checkbox"/> N/A
	Remarks _____			
6.	Settlement Monument Records	<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input checked="" type="checkbox"/> N/A
	Remarks _____			
7.	Groundwater Monitoring Records	<input checked="" type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input type="checkbox"/> N/A
	Remarks _____			
8.	Leachate Extraction Records	<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input checked="" type="checkbox"/> N/A
	Remarks _____			
9.	Discharge Compliance Records			
	<input type="checkbox"/> Air	<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input checked="" type="checkbox"/> N/A
	<input type="checkbox"/> Water (effluent)	<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input checked="" type="checkbox"/> N/A
	Remarks _____			
10.	Daily Access/Security Logs	<input checked="" type="checkbox"/> Readily available	<input checked="" type="checkbox"/> Up to date	<input type="checkbox"/> N/A
	Remarks <u>PARTICIPANTS OF SITE INSPECTION SIGNED IN/OUT</u>			

IV. O&M COSTS

1. O&M Organization

- | | |
|--|--|
| <input type="checkbox"/> State in-house | <input type="checkbox"/> Contractor for State |
| <input checked="" type="checkbox"/> PRP in-house | <input checked="" type="checkbox"/> Contractor for PRP |
| <input type="checkbox"/> Federal Facility in-house | <input type="checkbox"/> Contractor for Federal Facility |
| <input type="checkbox"/> Other _____ | |

2. O&M Cost Records

- Readily available Up to date
 Funding mechanism/agreement in place
Original O&M cost estimate _____ Breakdown attached _____

Total annual cost by year for review period if available

From _____	To _____	_____	Breakdown attached _____
Date	Date	Total cost	
From _____	To _____	_____	Breakdown attached _____
Date	Date	Total cost	
From _____	To _____	_____	Breakdown attached _____
Date	Date	Total cost	
From _____	To _____	_____	Breakdown attached _____
Date	Date	Total cost	
From _____	To _____	_____	Breakdown attached _____
Date	Date	Total cost	

3. Unanticipated or Unusually High O&M Costs During Review Period

Describe costs and reasons: N/A

V. ACCESS AND INSTITUTIONAL CONTROLS Applicable N/A

A. Fencing

1. **Fencing damaged** _____ Location shown on site map Gates secured _____ N/A
Remarks GOOD CONDITION

B. Other Access Restrictions

1. **Signs and other security measures** _____ Location shown on site map _____ N/A
Remarks SECURED AREA AROUND GW TREATMENT BUILDING

C. Institutional Controls (ICs)

1. Implementation and enforcement

Site conditions imply ICs not properly implemented Yes No N/A
Site conditions imply ICs not being fully enforced Yes No N/A

Type of monitoring (e.g., self-reporting, drive by) BY PEP CONTINUOUS

Frequency ANNUAL

Responsible party/agency P&P

Contact MIKE WATKINS Site MGR 216 (666) -1309
Name Title Date Phone no.

Reporting is up-to-date Yes No N/A
Reports are verified by the lead agency Yes No N/A

Specific requirements in deed or decision documents have been met Yes No N/A
Violations have been reported Yes No N/A

Other problems or suggestions: Report attached
PULSHE IMPLEMENTATION OF UECA COVENANTS

2. Adequacy ICs are adequate ICs are inadequate N/A

Remarks VILLAGE ORDINANCE IN PLACE
UECA SHOULD BE IMPLEMENTED FOR IMPACTED PARCELS

D. General

1. Vandalism/trespassing Location shown on site map No vandalism evident
Remarks _____

2. Land use changes on site N/A
Remarks SAME

3. Land use changes off site N/A
Remarks SAME

VI GENERAL SITE CONDITIONS

A. Roads Applicable N/A

1. Roads damaged Location shown on site map Roads adequate N/A
Remarks _____

9.	Slope Instability	<input type="checkbox"/> Slides	<input type="checkbox"/> Location shown on site map	<input type="checkbox"/> No evidence of slope instability
	Areal extent _____			
	Remarks _____			
B. Benches				
	<input type="checkbox"/> Applicable	<input checked="" type="checkbox"/> N/A		
	(Horizontally constructed mounds of earth placed across a steep landfill side slope to interrupt the slope in order to slow down the velocity of surface runoff and intercept and convey the runoff to a lined channel.)			
1.	Flows Bypass Bench	<input type="checkbox"/> Location shown on site map	<input checked="" type="checkbox"/> N/A or okay	
	Remarks _____			
2.	Bench Breached	<input type="checkbox"/> Location shown on site map	<input checked="" type="checkbox"/> N/A or okay	
	Remarks _____			
3.	Bench Overtopped	<input type="checkbox"/> Location shown on site map	<input checked="" type="checkbox"/> N/A or okay	
	Remarks _____			
C. Letdown Channels				
	<input type="checkbox"/> Applicable	<input checked="" type="checkbox"/> N/A		
	(Channel lined with erosion control mats, riprap, grout bags, or gabions that descend down the steep side slope of the cover and will allow the runoff water collected by the benches to move off of the landfill cover without creating erosion gullies.)			
1.	Settlement	<input type="checkbox"/> Location shown on site map	<input type="checkbox"/> No evidence of settlement	
	Areal extent _____	Depth _____		
	Remarks _____			
2.	Material Degradation	<input type="checkbox"/> Location shown on site map	<input type="checkbox"/> No evidence of degradation	
	Material type _____	Areal extent _____		
	Remarks _____			
3.	Erosion	<input type="checkbox"/> Location shown on site map	<input type="checkbox"/> No evidence of erosion	
	Areal extent _____	Depth _____		
	Remarks _____			

4.	Undercutting	<input type="checkbox"/> Location shown on site map	<input type="checkbox"/> No evidence of undercutting
	Areal extent _____	Depth _____	
	Remarks _____		
5.	Obstructions	Type _____	<input type="checkbox"/> No obstructions
	<input type="checkbox"/> Location shown on site map	Areal extent _____	
	Size _____		
	Remarks _____		
6.	Excessive Vegetative Growth	Type _____	
	<input type="checkbox"/> No evidence of excessive growth		
	<input type="checkbox"/> Vegetation in channels does not obstruct flow		
	<input type="checkbox"/> Location shown on site map	Areal extent _____	
	Remarks _____		
D. Cover Penetrations <input type="checkbox"/> Applicable <input checked="" type="checkbox"/> N/A			
1.	Gas Vents	<input type="checkbox"/> Active	<input type="checkbox"/> Passive
	<input type="checkbox"/> Properly secured/locked	<input type="checkbox"/> Functioning	<input type="checkbox"/> Routinely sampled <input type="checkbox"/> Good condition
	<input type="checkbox"/> Evidence of leakage at penetration	<input type="checkbox"/> Needs Maintenance	
	<input type="checkbox"/> N/A		
	Remarks _____		
2.	Gas Monitoring Probes	<input type="checkbox"/> Functioning	<input type="checkbox"/> Routinely sampled <input type="checkbox"/> Good condition
	<input type="checkbox"/> Properly secured/locked	<input type="checkbox"/> Needs Maintenance	<input type="checkbox"/> N/A
	Evidence of leakage at penetration _____		
	Remarks _____		
3.	Monitoring Wells (within surface area of landfill)	<input type="checkbox"/> Functioning	<input type="checkbox"/> Routinely sampled <input type="checkbox"/> Good condition
	<input type="checkbox"/> Properly secured/locked	<input type="checkbox"/> Needs Maintenance	<input type="checkbox"/> N/A
	Evidence of leakage at penetration _____		
	Remarks _____		
4.	Leachate Extraction Wells	<input type="checkbox"/> Functioning	<input type="checkbox"/> Routinely sampled <input type="checkbox"/> Good condition
	<input type="checkbox"/> Properly secured/locked	<input type="checkbox"/> Needs Maintenance	<input type="checkbox"/> N/A
	Evidence of leakage at penetration _____		
	Remarks _____		
5.	Settlement Monuments	<input type="checkbox"/> Located	<input type="checkbox"/> Routinely surveyed <input type="checkbox"/> N/A
	Remarks _____		

E. Gas Collection and Treatment <input type="checkbox"/> Applicable <input checked="" type="checkbox"/> N/A		
1.	Gas Treatment Facilities <input type="checkbox"/> Flaring <input type="checkbox"/> Thermal destruction <input type="checkbox"/> Collection for reuse <input type="checkbox"/> Good condition <input type="checkbox"/> Needs Maintenance Remarks _____	
2.	Gas Collection Wells, Manifolds and Piping <input type="checkbox"/> Good condition <input type="checkbox"/> Needs Maintenance Remarks _____	
3.	Gas Monitoring Facilities (e.g., gas monitoring of adjacent homes or buildings) <input type="checkbox"/> Good condition <input type="checkbox"/> Needs Maintenance <input type="checkbox"/> N/A Remarks _____	
F. Cover Drainage Layer <input type="checkbox"/> Applicable <input checked="" type="checkbox"/> N/A		
1.	Outlet Pipes Inspected <input type="checkbox"/> Functioning <input type="checkbox"/> N/A Remarks _____	
2.	Outlet Rock Inspected <input type="checkbox"/> Functioning <input type="checkbox"/> N/A Remarks _____	
G. Detention/Sedimentation Ponds <input type="checkbox"/> Applicable <input checked="" type="checkbox"/> N/A		
1.	Siltation Areal extent _____ Depth _____ <input type="checkbox"/> N/A <input type="checkbox"/> Siltation not evident Remarks _____	
2.	Erosion Areal extent _____ Depth _____ <input type="checkbox"/> Erosion not evident Remarks _____	
3.	Outlet Works <input type="checkbox"/> Functioning <input type="checkbox"/> N/A Remarks _____	
4.	Dam <input type="checkbox"/> Functioning <input type="checkbox"/> N/A Remarks _____	

H. Retaining Walls		<input type="checkbox"/> Applicable	<input checked="" type="checkbox"/> N/A
1.	Deformations	<input type="checkbox"/> Location shown on site map	<input type="checkbox"/> Deformation not evident
	Horizontal displacement _____	Vertical displacement _____	
	Rotational displacement _____		
	Remarks _____		
2.	Degradation	<input type="checkbox"/> Location shown on site map	<input type="checkbox"/> Degradation not evident
	Remarks _____		
I. Perimeter Ditches/Off-Site Discharge		<input type="checkbox"/> Applicable	<input checked="" type="checkbox"/> N/A
1.	Siltation	<input type="checkbox"/> Location shown on site map	<input type="checkbox"/> Siltation not evident
	Areal extent _____	Depth _____	
	Remarks _____		
2.	Vegetative Growth	<input type="checkbox"/> Location shown on site map	<input type="checkbox"/> N/A
	<input type="checkbox"/> Vegetation does not impede flow		
	Areal extent _____	Type _____	
	Remarks _____		
3.	Erosion	<input type="checkbox"/> Location shown on site map	<input type="checkbox"/> Erosion not evident
	Areal extent _____	Depth _____	
	Remarks _____		
4.	Discharge Structure	<input type="checkbox"/> Functioning	<input type="checkbox"/> N/A
	Remarks _____		
VIII. VERTICAL BARRIER WALLS		<input type="checkbox"/> Applicable	<input checked="" type="checkbox"/> N/A
1.	Settlement	<input type="checkbox"/> Location shown on site map	<input type="checkbox"/> Settlement not evident
	Areal extent _____	Depth _____	
	Remarks _____		
2.	Performance Monitoring	Type of monitoring _____	
	<input type="checkbox"/> Performance not monitored		
	Frequency _____	<input type="checkbox"/> Evidence of breaching	
	Head differential _____		
	Remarks _____		

C. Treatment System		<input checked="" type="checkbox"/> Applicable	<input type="checkbox"/> N/A	ON TEMPORARY SHUTDOWN
1.	Treatment Train (Check components that apply)			
	<input type="checkbox"/> Metals removal	<input type="checkbox"/> Oil/water separation	<input type="checkbox"/> Bioremediation	
	<input type="checkbox"/> Air stripping	<input type="checkbox"/> Carbon adsorbers		
	<input type="checkbox"/> Filters			
	<input type="checkbox"/> Additive (e.g., chelation agent, flocculent)			
	<input type="checkbox"/> Others			
	<input type="checkbox"/> Good condition	<input type="checkbox"/> Needs Maintenance		
	<input type="checkbox"/> Sampling ports properly marked and functional			
	<input type="checkbox"/> Sampling/maintenance log displayed and up to date			
	<input type="checkbox"/> Equipment properly identified			
	<input type="checkbox"/> Quantity of groundwater treated annually			
	<input type="checkbox"/> Quantity of surface water treated annually			
	Remarks			
2.	Electrical Enclosures and Panels (properly rated and functional)			
	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Good condition	<input type="checkbox"/> Needs Maintenance	
	Remarks			
3.	Tanks, Vaults, Storage Vessels			
	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Good condition	<input type="checkbox"/> Proper secondary containment	<input type="checkbox"/> Needs Maintenance
	Remarks			
4.	Discharge Structure and Appurtenances			
	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Good condition	<input type="checkbox"/> Needs Maintenance	
	Remarks			
5.	Treatment Building(s)			
	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Good condition (esp. roof and doorways)	<input type="checkbox"/> Needs repair	
	<input type="checkbox"/> Chemicals and equipment properly stored			
	Remarks			
6.	Monitoring Wells (pump and treatment remedy)			
	<input checked="" type="checkbox"/> Properly secured/locked	<input checked="" type="checkbox"/> Functioning	<input checked="" type="checkbox"/> Routinely sampled	<input checked="" type="checkbox"/> Good condition
	<input checked="" type="checkbox"/> All required wells located	<input type="checkbox"/> Needs Maintenance	<input type="checkbox"/> N/A	
	Remarks			
D. Monitoring Data				
1.	Monitoring Data			
	<input checked="" type="checkbox"/> Is routinely submitted on time	<input checked="" type="checkbox"/> Is of acceptable quality		
2.	Monitoring data suggests:			
	<input checked="" type="checkbox"/> Groundwater plume is effectively contained	<input type="checkbox"/> Contaminant concentrations are declining	VARIABLE	

D. Monitored Natural Attenuation *UNDER EVALUATION*

1. **Monitoring Wells** (natural attenuation remedy)
 Properly secured/locked Functioning Routinely sampled Good condition
 All required wells located Needs Maintenance N/A
Remarks _____

X. OTHER REMEDIES

If there are remedies applied at the site which are not covered above, attach an inspection sheet describing the physical nature and condition of any facility associated with the remedy. An example would be soil vapor extraction.

XI. OVERALL OBSERVATIONS

A. Implementation of the Remedy

Describe issues and observations relating to whether the remedy is effective and functioning as designed. Begin with a brief statement of what the remedy is to accomplish (i.e., to contain contaminant plume, minimize infiltration and gas emission, etc.).

THE APPLICABILITY OF MNA AS A POSSIBLE REMEDIAL ALTERNATIVE IS BEING EVALUATED.

B. Adequacy of O&M

Describe issues and observations related to the implementation and scope of O&M procedures. In particular, discuss their relationship to the current and long-term protectiveness of the remedy.

PPP CONTRACTOR APPROPRIATELY MAINTAINS GROUNDS - ALL MONITORING LOCATIONS / SUMPS ADEQUATELY SECURED & MAINTAINED

C. Early Indicators of Potential Remedy Problems

Describe issues and observations such as unexpected changes in the cost or scope of O&M or a high frequency of unscheduled repairs, that suggest that the protectiveness of the remedy may be compromised in the future.

N/A

D. Opportunities for Optimization

Describe possible opportunities for optimization in monitoring tasks or the operation of the remedy.

EXTENDED MVA PILOT STUDY IS UNDER REVIEW
EPA IS COORDINATING WITH ALL PARTIES, INCLUDING USGS
TO EVALUATE POSSIBLE MODIFICATIONS TO ROUTINE
MONITORING REGIMEN

Idled groundwater treatment system.



Monitoring well
(RWSH6) on Henfield
Property.



RWSH6 properly secured.



Henfield Property
showing location of
residence (on left),
groundwater treatment
building, and sump in
foreground.



Bike trail that ends at
Station Street along
Henfield Property.



Martin Mobile building
(no longer in use),
constructed
approximately 1-2 feet
above ground surface.



Martin sump.



Location of monitoring wells (RWSH3 and RWDH3).



Example of site
signage.



Myers property.



Rear of Supplee shop.



Front of Supplee shop
and residence (located
on second floor) with
RWSH2 and RWDH2 in
foreground.



Bike trail which ends at Station Street, which is along the Henfield Property.



Monitoring wells RWDK1
and RWSK1 with new
concrete pads.



Kraus sump location.



Well identification
plaque on RWDK3.



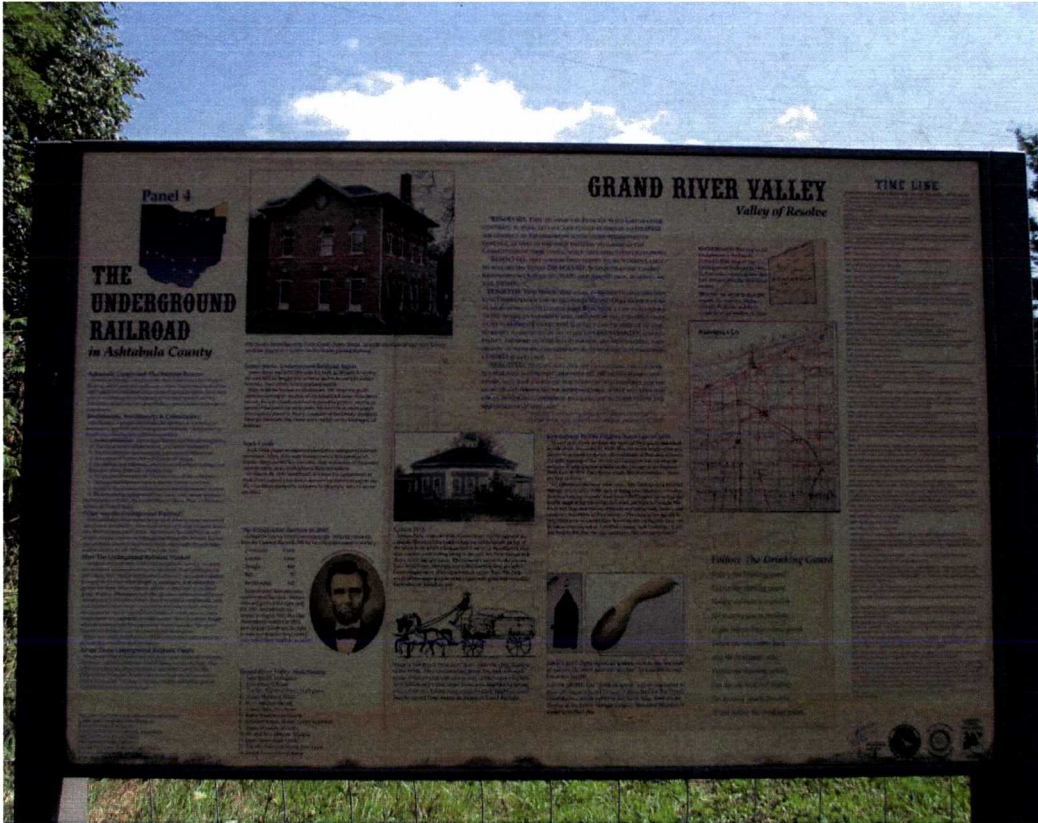
Well identification
plaque.



Modified Kraus sump
location with monitoring
wells (RWSK6, RWSK7,
RWSK8) in background.



Signage along bike trail.



Bike Trail.



Bike trail signage along
Henfield property
(treatment building in
background).



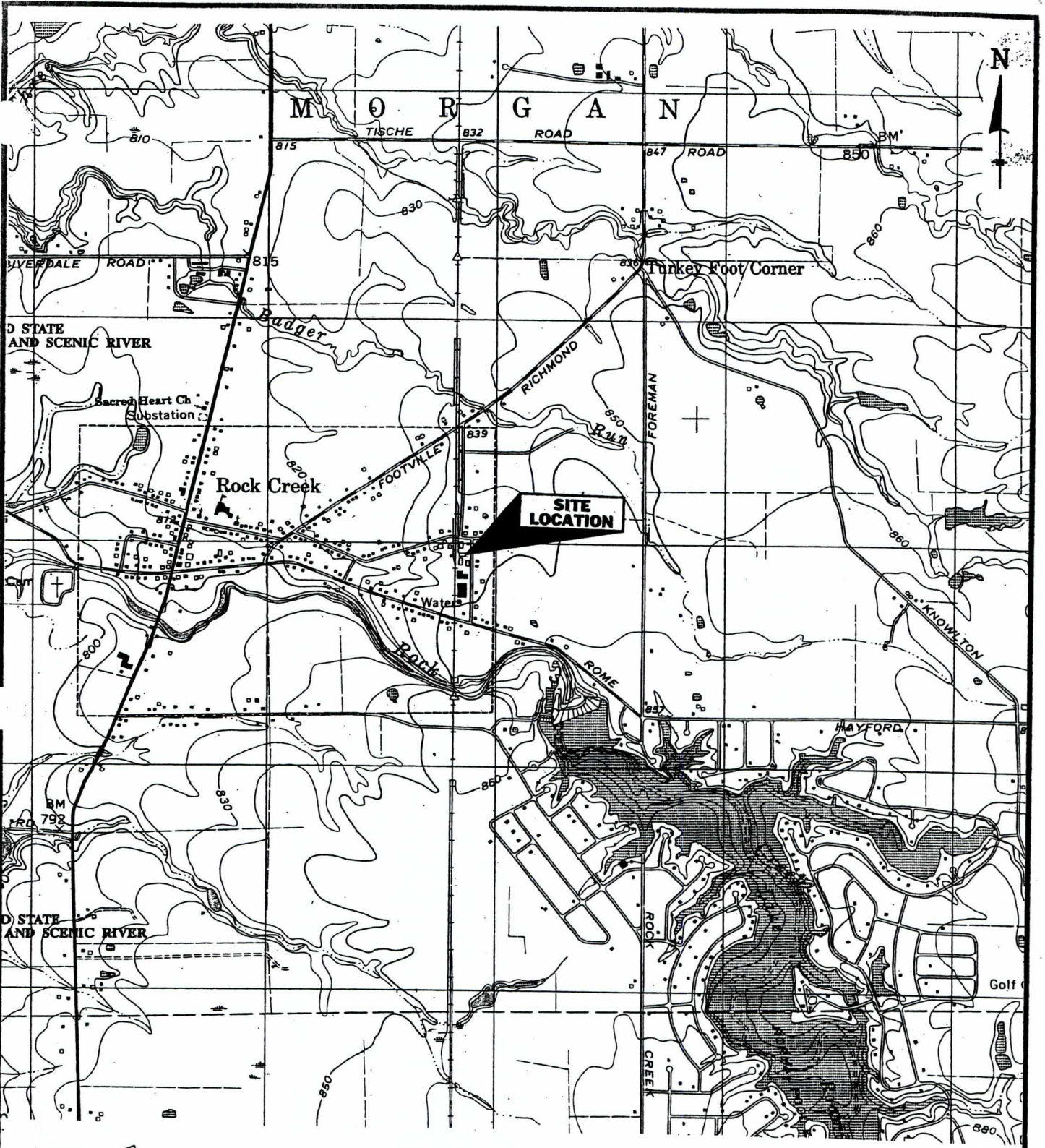
Site signage.



Location of groundwater
treatment building at
3271 Mill Street.



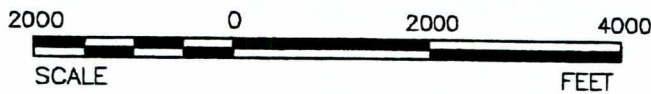
Appendix E
Figures



DATE: 11/23/99 PLOT SCALE: 1=1

B172-03

DRAWING 1



SOURCE: 1994 U.S.G.S. TOPOGRAPHIC MAP, JEFFERSON, OHIO QUADRANGLE OHIO-ASHTABULA CO.

FIGURE 1

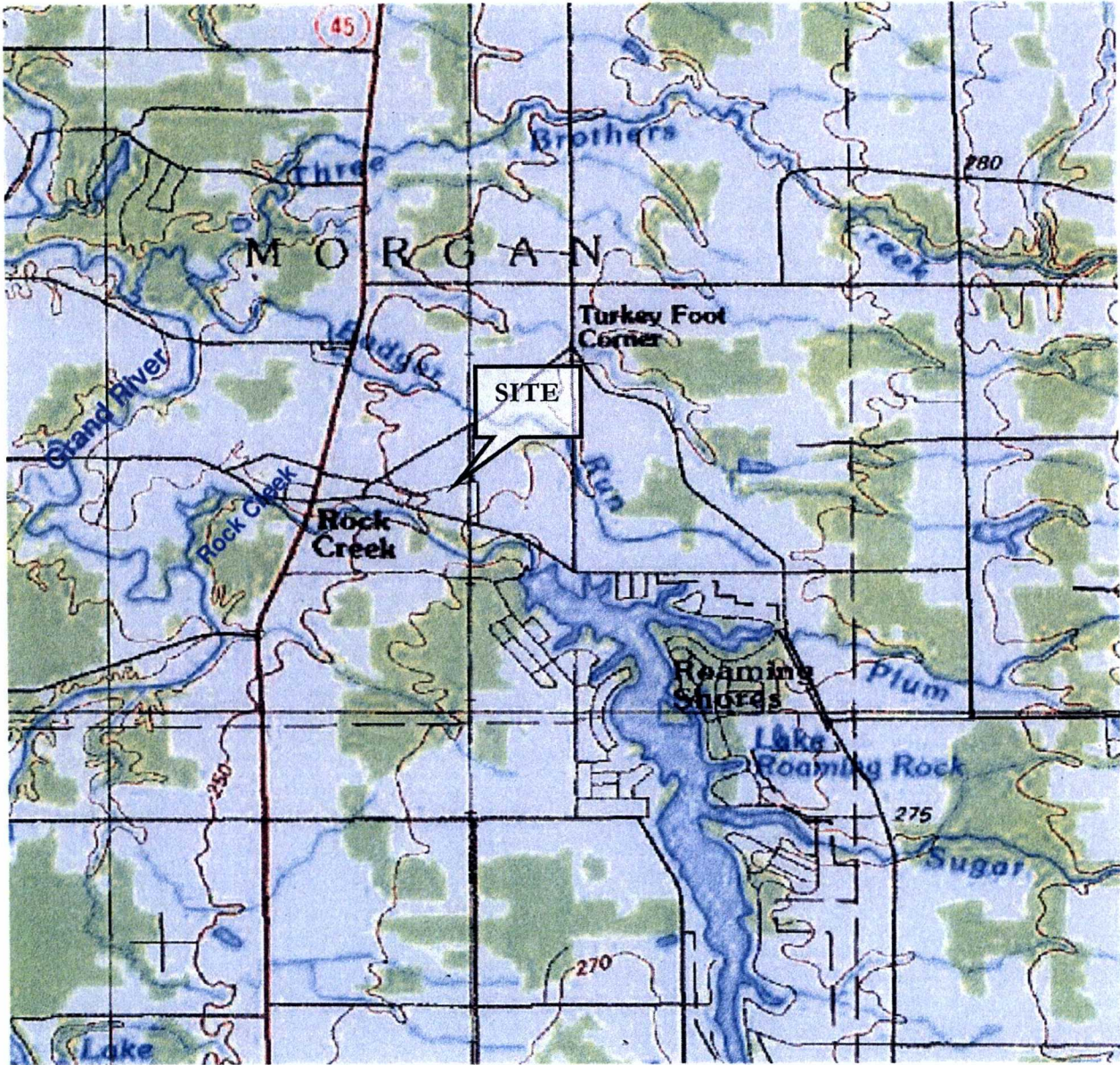
SITE LOCATION MAP

OLD MILL SUPERFUND SITE

ROCK CREEK, OHIO

18172 11/99

BROWN AND CALDWELL Nashville, Tennessee

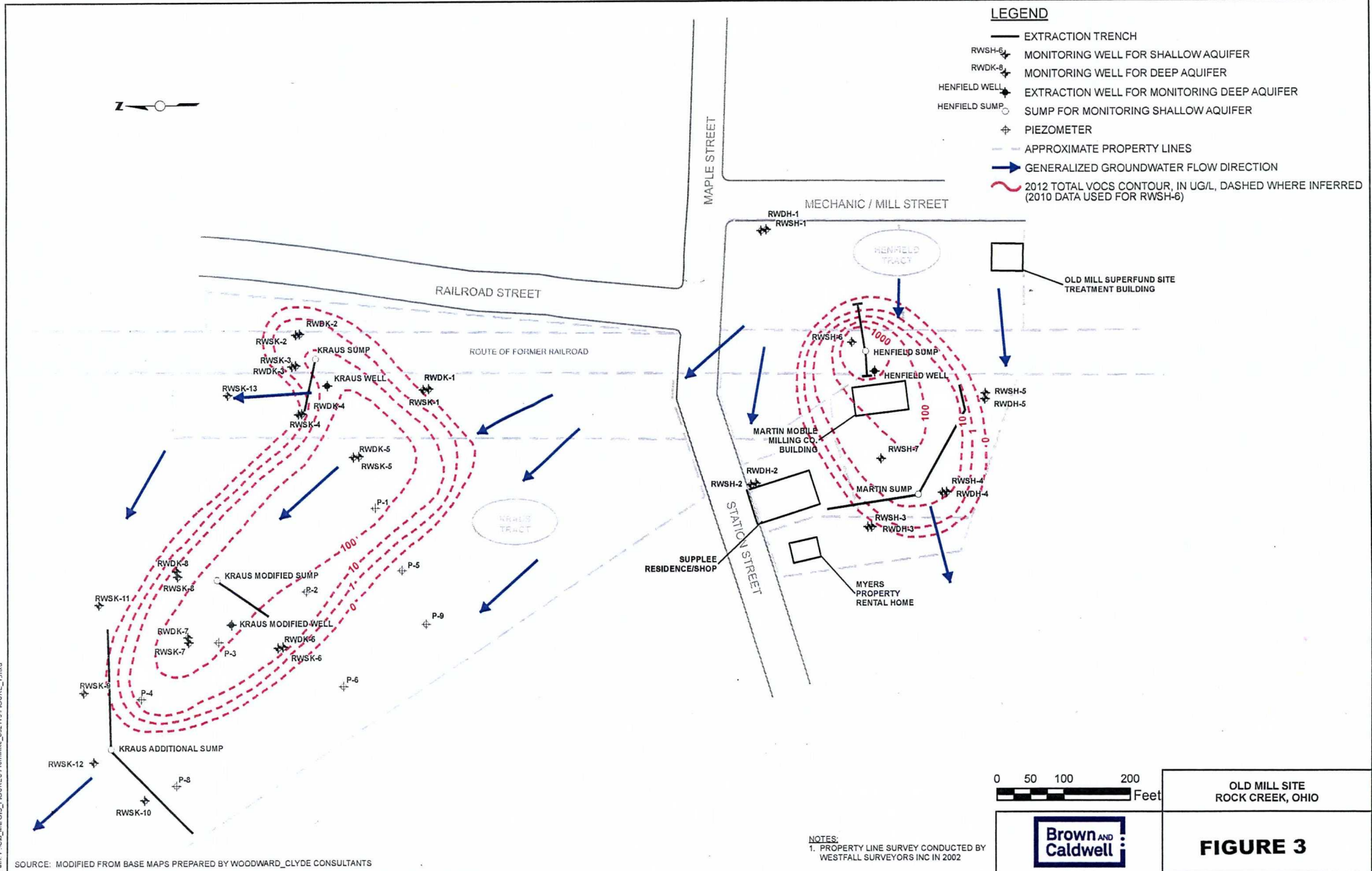


NOT TO SCALE

SOURCE: USGS/TERRASERVER

FIGURE 2
SITE LOCATION MAP

OLD MILL SUPERFUND SITE
ROCK CREEK, OHIO



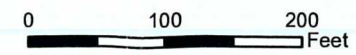
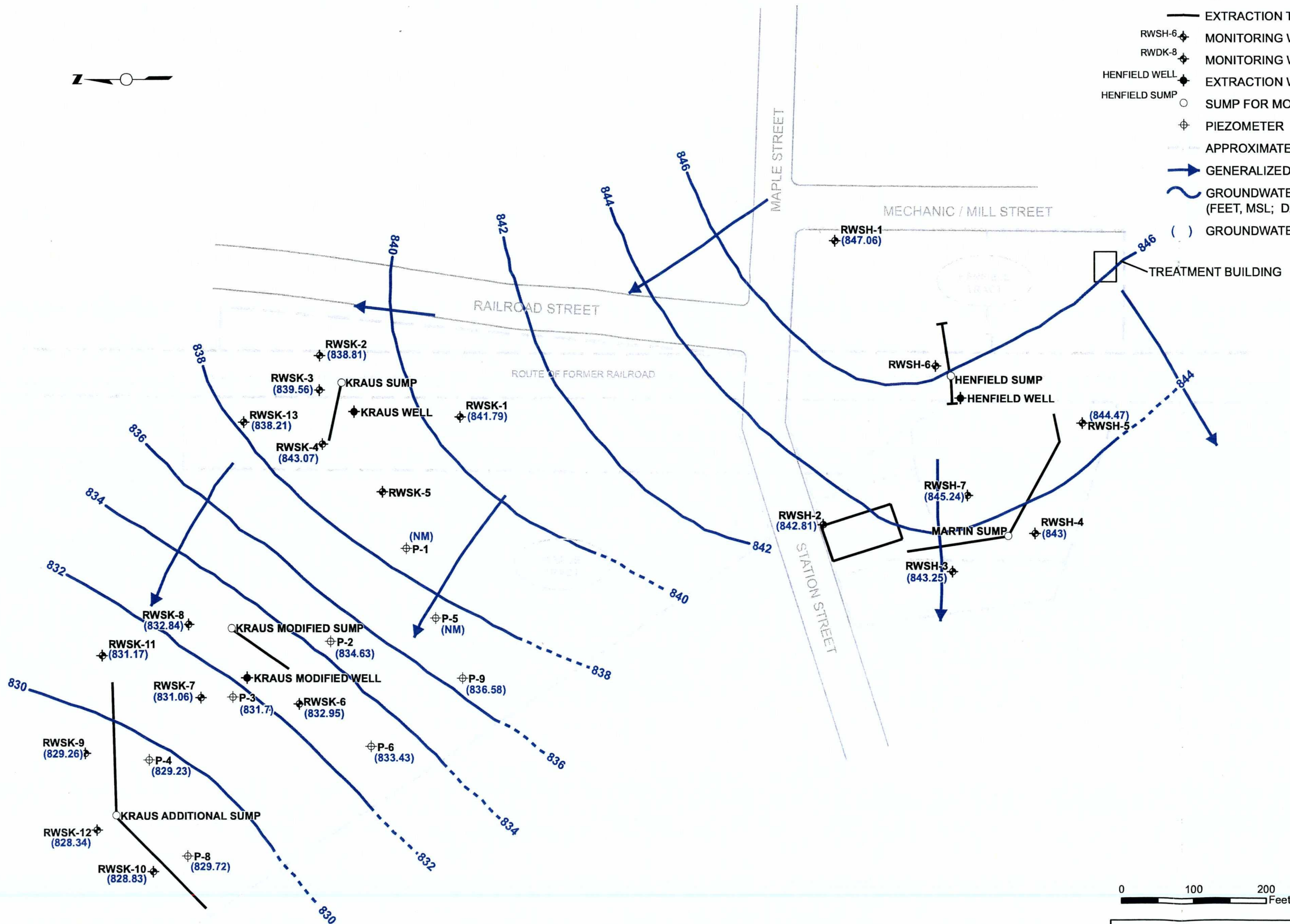
Path: P:\OLDMILLS\FIGURES\Frontline_031113\Figure_1.mxd

SOURCE: MODIFIED FROM BASE MAPS PREPARED BY WOODWARD_CLYDE CONSULTANTS



LEGEND

- EXTRACTION TRENCH
- RWSH-6 MONITORING WELL FOR SHALLOW AQUIFER
- RWDK-8 MONITORING WELL FOR DEEP AQUIFER
- HENFIELD WELL EXTRACTION WELL FOR MONITORING DEEP AQUIFER
- HENFIELD SUMP SUMP FOR MONITORING SHALLOW AQUIFER
- PIEZOMETER
- APPROXIMATE PROPERTY LINES
- GENERALIZED GROUNDWATER FLOW DIRECTION
- GROUNDWATER ELEVATION CONTOUR (FEET, MSL; DASHED WHERE INFERRED)
- () GROUNDWATER ELEVATION IN FEET, MSL



OLD MILL SITE
ROCK CREEK, OHIO

FIGURE 4
SHALLOW GROUNDWATER
POTENTIOMETRIC SURFACE
JANUARY 2014



NOTES:
1. PROPERTY LINE SURVEY CONDUCTED BY WESTFALL SURVEYORS INC IN 2002

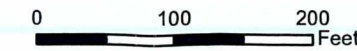
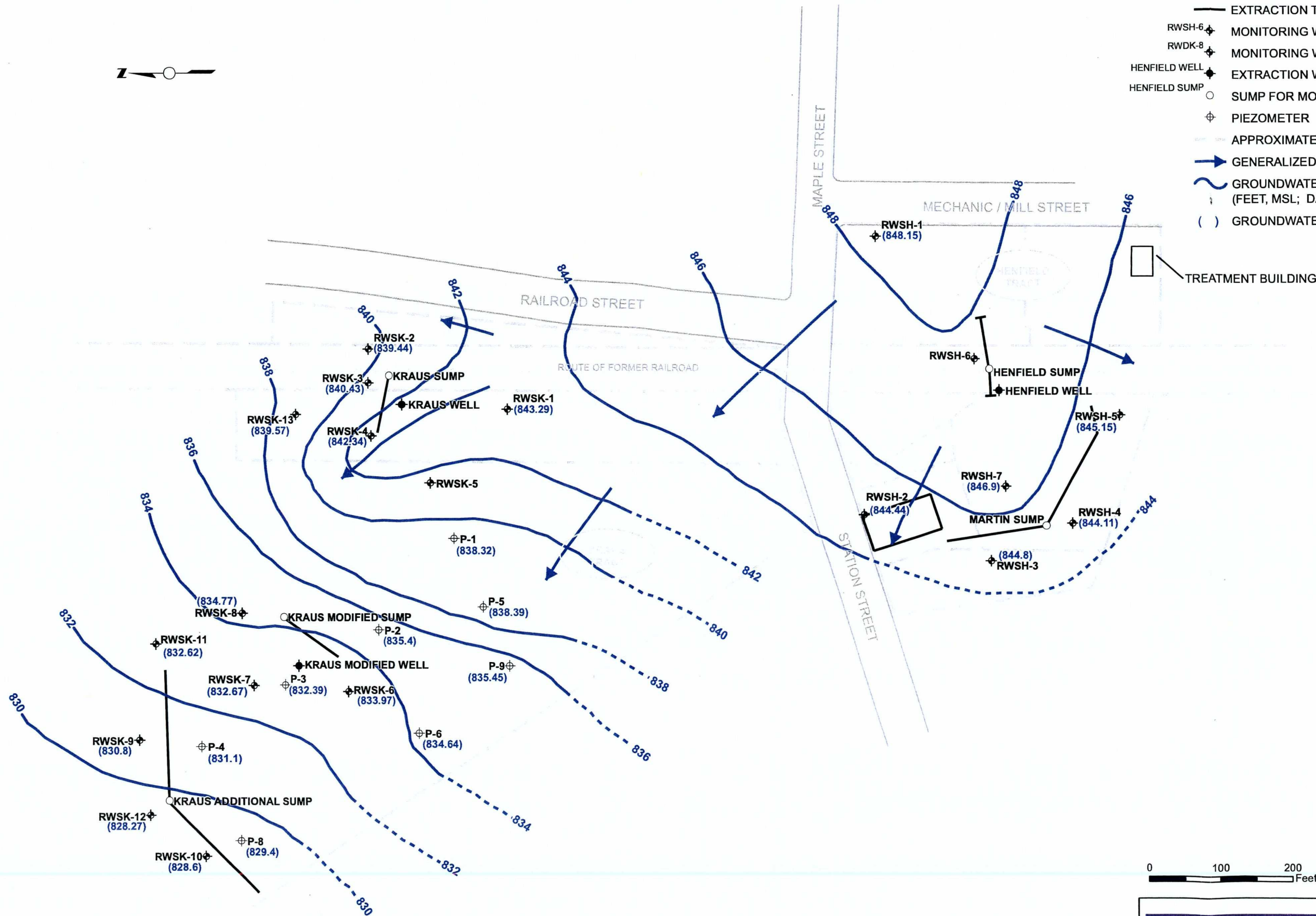
Path: P:\Old_Mill\GIS..._RESYR_2014_FIGURES\FIGURE_3_1.mxd

SOURCE: MODIFIED FROM BASE MAPS PREPARED BY WOODWARD_CLYDE CONSULTANTS



LEGEND

- EXTRACTION TRENCH
- RWSH-6 ◆ MONITORING WELL FOR SHALLOW AQUIFER
- RWDK-8 ◆ MONITORING WELL FOR DEEP AQUIFER
- HENFIELD WELL ◆ EXTRACTION WELL FOR MONITORING DEEP AQUIFER
- HENFIELD SUMP ○ SUMP FOR MONITORING SHALLOW AQUIFER
- ⊕ PIEZOMETER
- - - APPROXIMATE PROPERTY LINES
- ➔ GENERALIZED GROUNDWATER FLOW DIRECTION
- ~ GROUNDWATER ELEVATION CONTOUR (FEET, MSL; DASHED WHERE INFERRED)
- () GROUNDWATER ELEVATION IN FEET, MSL



OLD MILL SITE
ROCK CREEK, OHIO

FIGURE 5
SHALLOW GROUNDWATER
POTENTIOMETRIC SURFACE
APRIL 2014

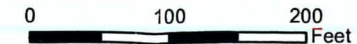
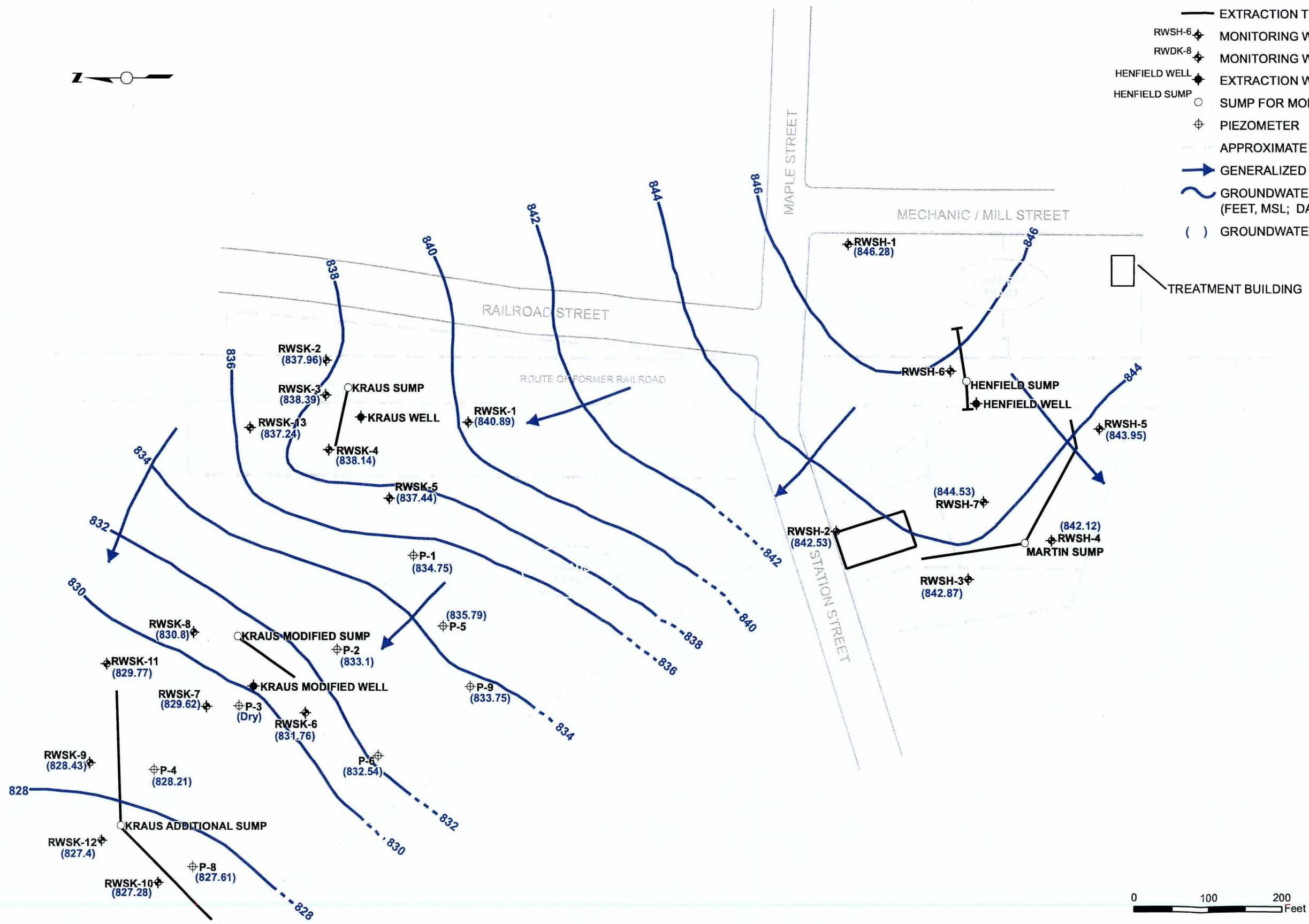


NOTES:
1. PROPERTY LINE SURVEY CONDUCTED BY WESTFALL SURVEYORS INC IN 2002



LEGEND

- EXTRACTION TRENCH
- RWSH-6 MONITORING WELL FOR SHALLOW AQUIFER
- RWDK-8 MONITORING WELL FOR DEEP AQUIFER
- HENFIELD WELL EXTRACTION WELL FOR MONITORING DEEP AQUIFER
- HENFIELD SUMP SUMP FOR MONITORING SHALLOW AQUIFER
- PIEZOMETER
- APPROXIMATE PROPERTY LINES
- GENERALIZED GROUNDWATER FLOW DIRECTION
- GROUNDWATER ELEVATION CONTOUR (FEET, MSL; DASHED WHERE INFERRED)
- () GROUNDWATER ELEVATION IN FEET, MSL



OLD MILL SITE
ROCK CREEK, OHIO



FIGURE 6
SHALLOW GROUNDWATER
POTENTIOMETRIC SURFACE
JULY 2014

NOTES:
1. PROPERTY LINE SURVEY CONDUCTED BY WESTFALL SURVEYORS INC IN 2002

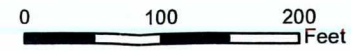
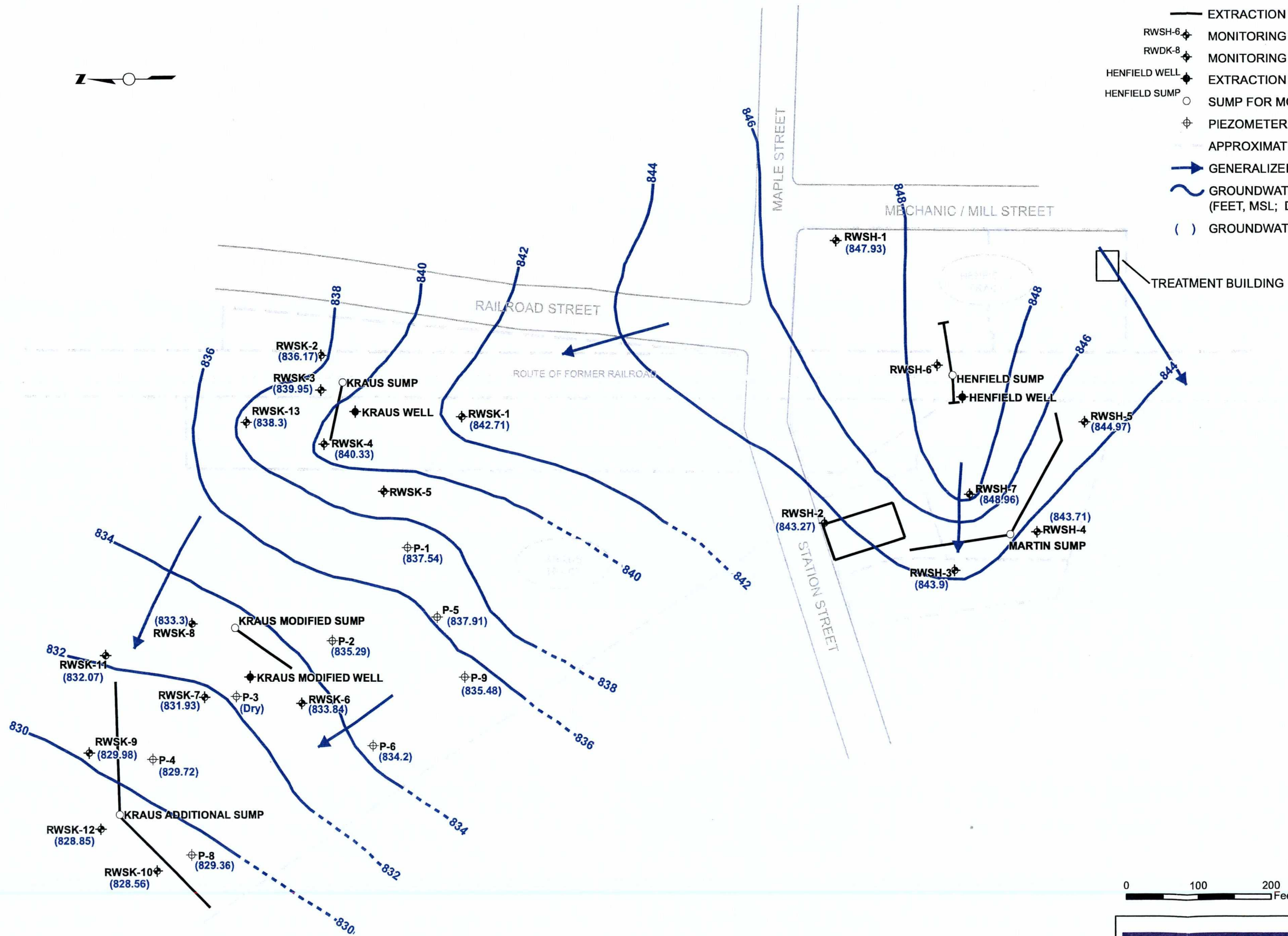
Path: P:\Old_Mill\GIS\

SOURCE: MODIFIED FROM BASE MAPS PREPARED BY WOODWARD_CLYDE CONSULTANTS



LEGEND

- EXTRACTION TRENCH
- RWSH-6 ◆ MONITORING WELL FOR SHALLOW AQUIFER
- RWDK-8 ◆ MONITORING WELL FOR DEEP AQUIFER
- HENFIELD WELL ◆ EXTRACTION WELL FOR MONITORING DEEP AQUIFER
- HENFIELD SUMP ○ SUMP FOR MONITORING SHALLOW AQUIFER
- ◆ PIEZOMETER
- - - APPROXIMATE PROPERTY LINES
- ➔ GENERALIZED GROUNDWATER FLOW DIRECTION
- ~ GROUNDWATER ELEVATION CONTOUR (FEET, MSL; DASHED WHERE INFERRED)
- () GROUNDWATER ELEVATION IN FEET, MSL



OLD MILL SITE
ROCK CREEK, OHIO

FIGURE 7
SHALLOW GROUNDWATER
POTENTIOMETRIC SURFACE
OCTOBER 2014

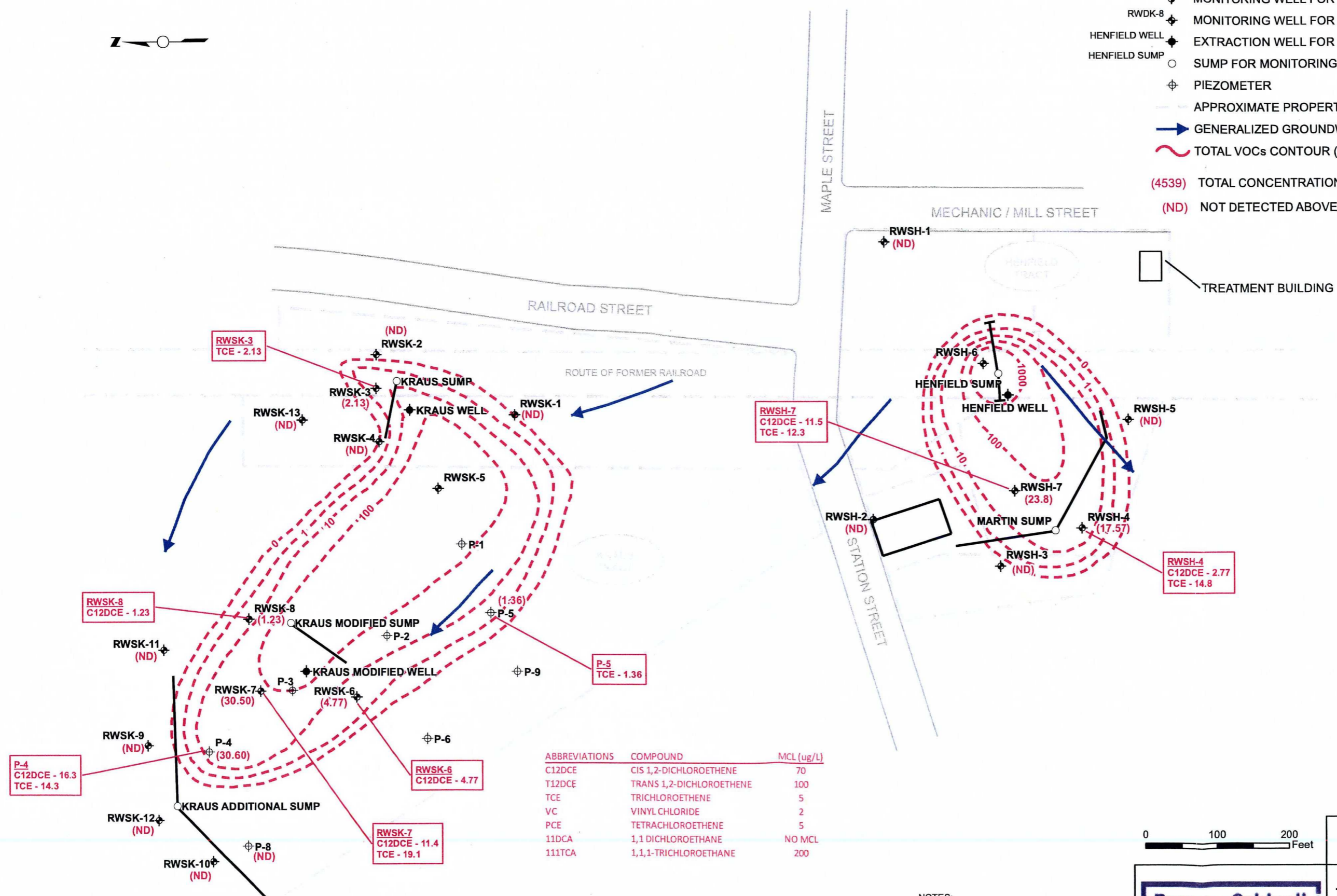


NOTES:
1. PROPERTY LINE SURVEY CONDUCTED BY WESTFALL SURVEYORS INC IN 2002



LEGEND

- EXTRACTION TRENCH
- RWSH-6 ◆ MONITORING WELL FOR SHALLOW AQUIFER
- RWDK-8 ◆ MONITORING WELL FOR DEEP AQUIFER
- HENFIELD WELL ◆ EXTRACTION WELL FOR MONITORING DEEP AQUIFER
- HENFIELD SUMP ○ SUMP FOR MONITORING SHALLOW AQUIFER
- ⊕ PIEZOMETER
- - - APPROXIMATE PROPERTY LINES
- ➔ GENERALIZED GROUNDWATER FLOW DIRECTION
- ~ TOTAL VOCs CONTOUR (IN ug/L; DASHED WHERE INFERRED)
- (4539) TOTAL CONCENTRATION OF VOCs, IN ug/L
- (ND) NOT DETECTED ABOVE DETECTION LIMIT



ABBREVIATIONS	COMPOUND	MCL (ug/L)
C12DCE	CIS 1,2-DICHLOROETHENE	70
T12DCE	TRANS 1,2-DICHLOROETHENE	100
TCE	TRICHLOROETHENE	5
VC	VINYL CHLORIDE	2
PCE	TETRACHLOROETHENE	5
11DCA	1,1 DICHLOROETHANE	NO MCL
111TCA	1,1,1-TRICHLOROETHANE	200



NOTES:
1. PROPERTY LINE SURVEY CONDUCTED BY WESTFALL SURVEYORS INC IN 2002



**OLD MILL SITE
ROCK CREEK, OHIO**

**FIGURE 8
TOTAL VOC CONCENTRATIONS IN
SHALLOW GROUNDWATER
JULY 2014**

Path: P:\Old_Mill\GIS\RESYR_2014_FIGURES\FIGURE_3_5.mxd

SOURCE: MODIFIED FROM BASE MAPS PREPARED BY WOODWARD_CLYDE CONSULTANTS

FIGURE 9
TCE AND c12DCE TRENDS IN RWSH-4

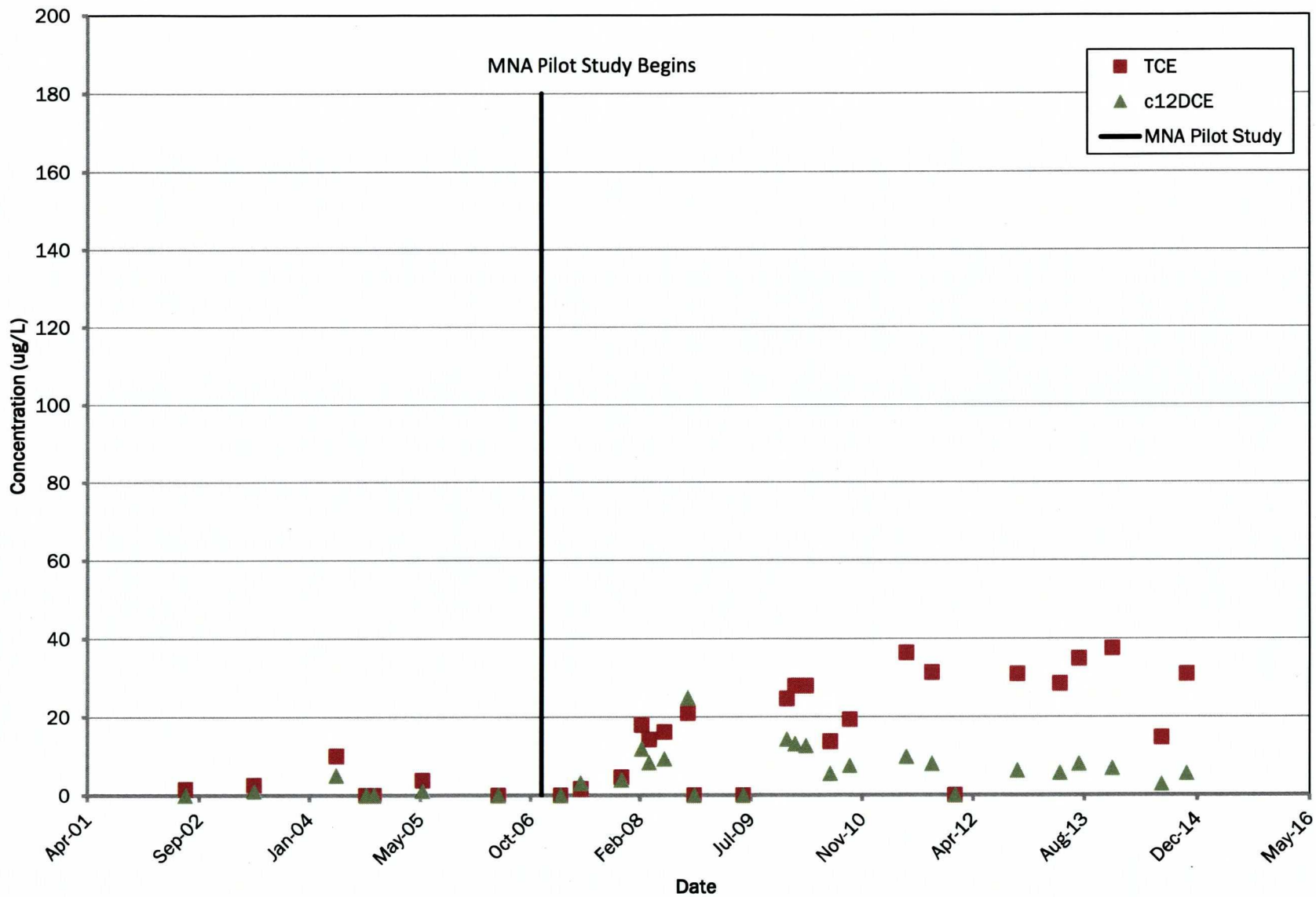


FIGURE 10
TCE AND c12DCE TRENDS IN RWSH-7

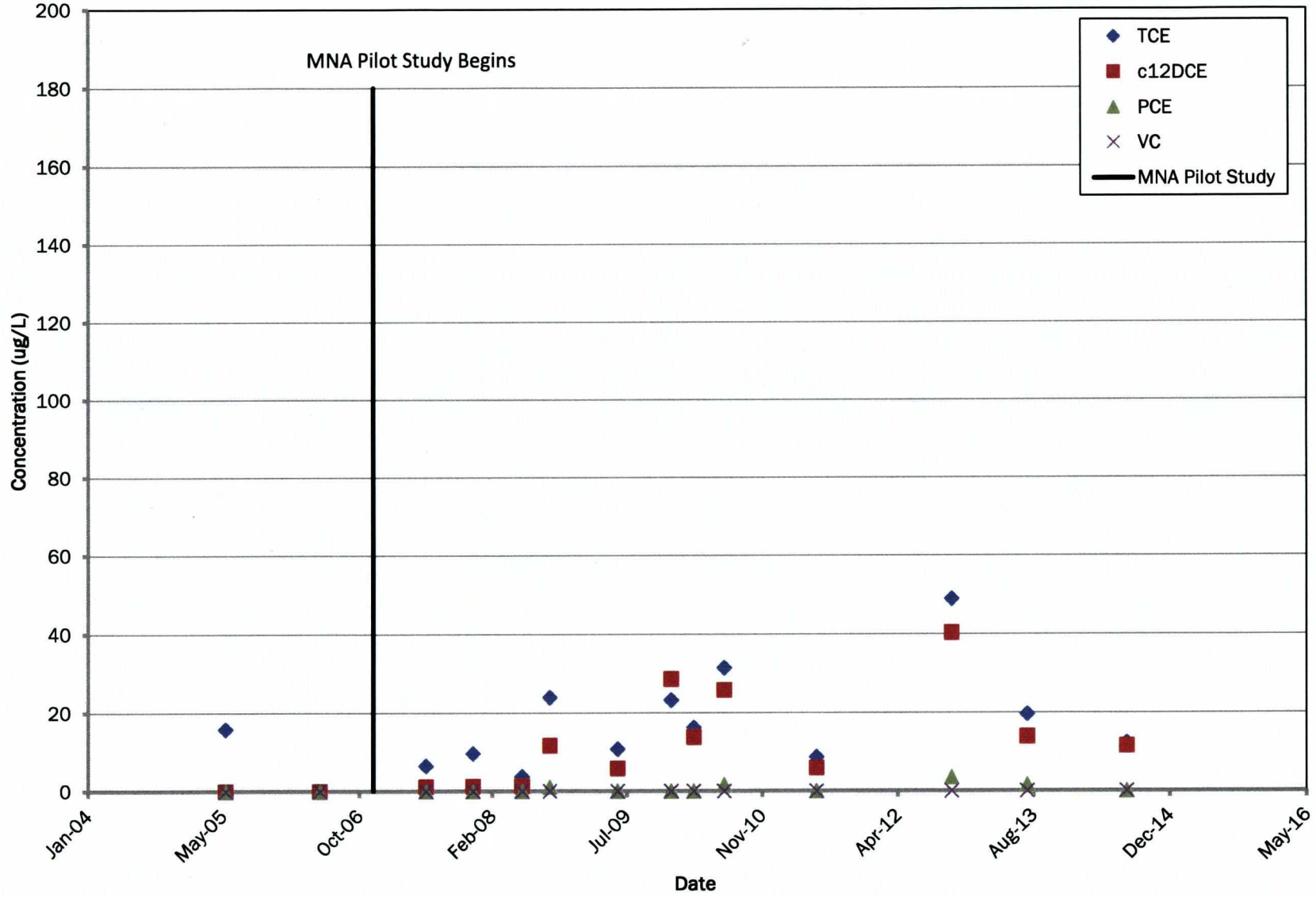


FIGURE 11
TCE, c12DCE AND VINYL CHLORIDE TRENDS IN RWSK-7

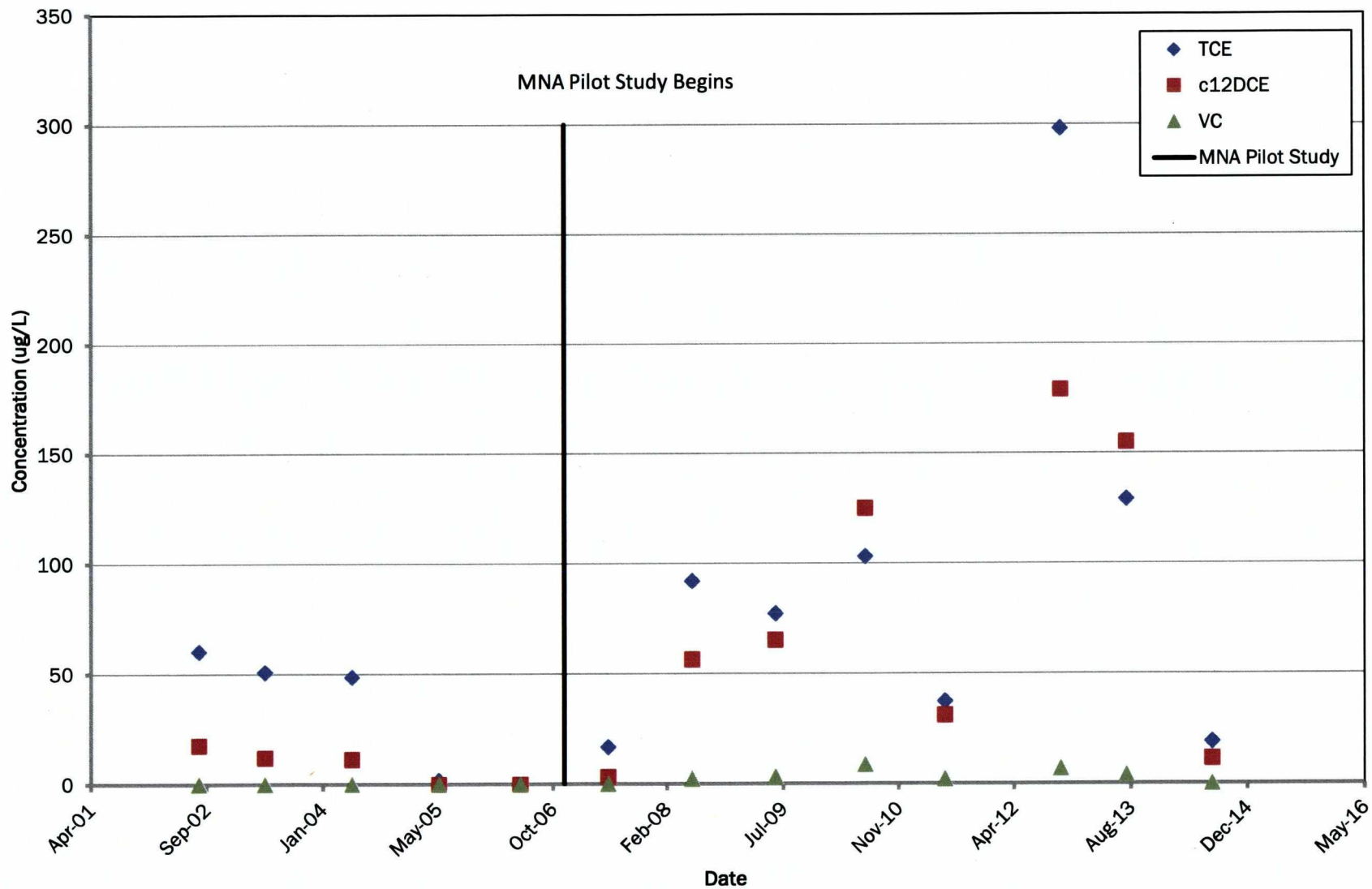


FIGURE 12
c12DCE TRENDS IN RWSK-6

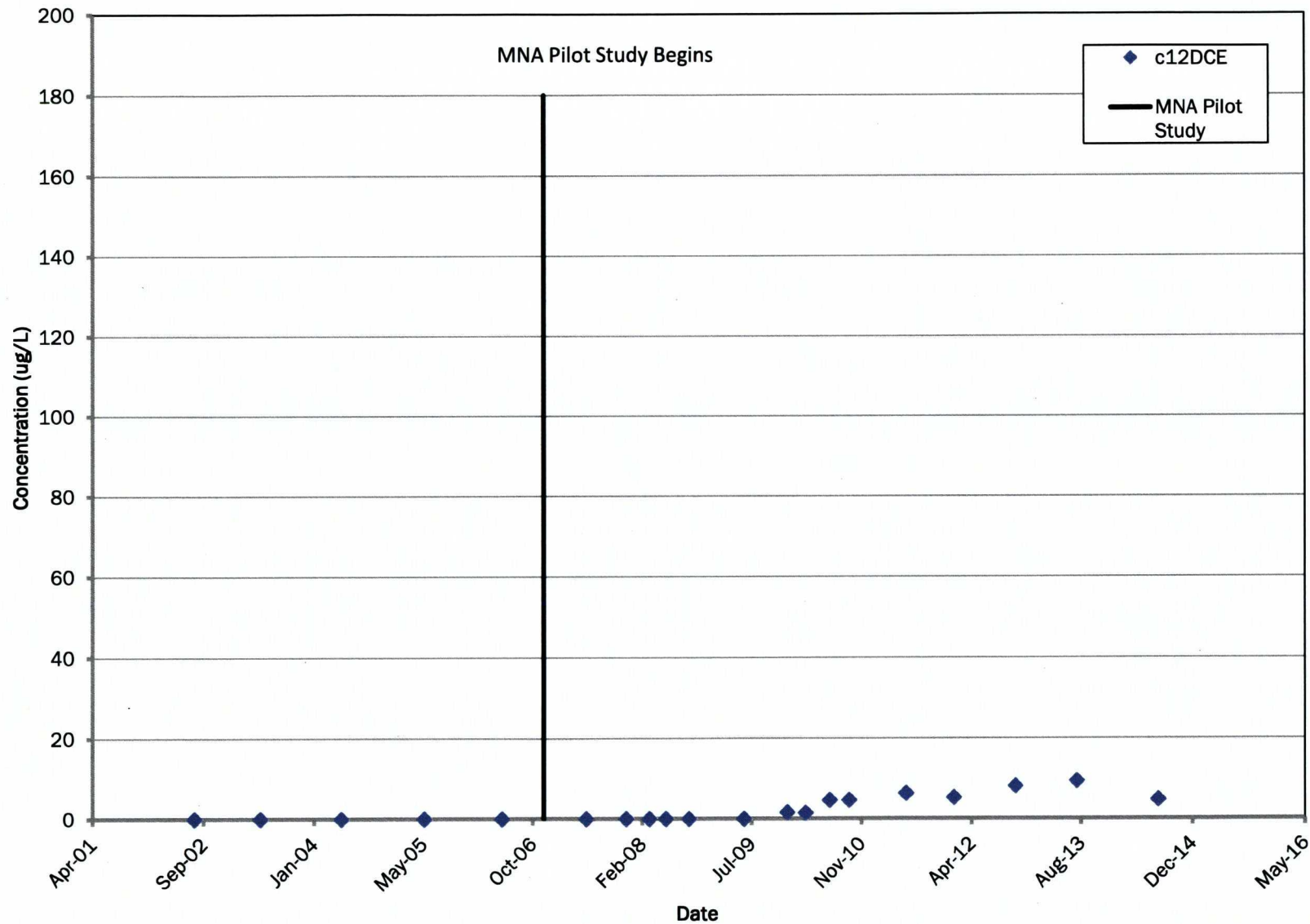


FIGURE 13
PCE, TCE, c12DCE AND VC TRENDS IN RWSK-8

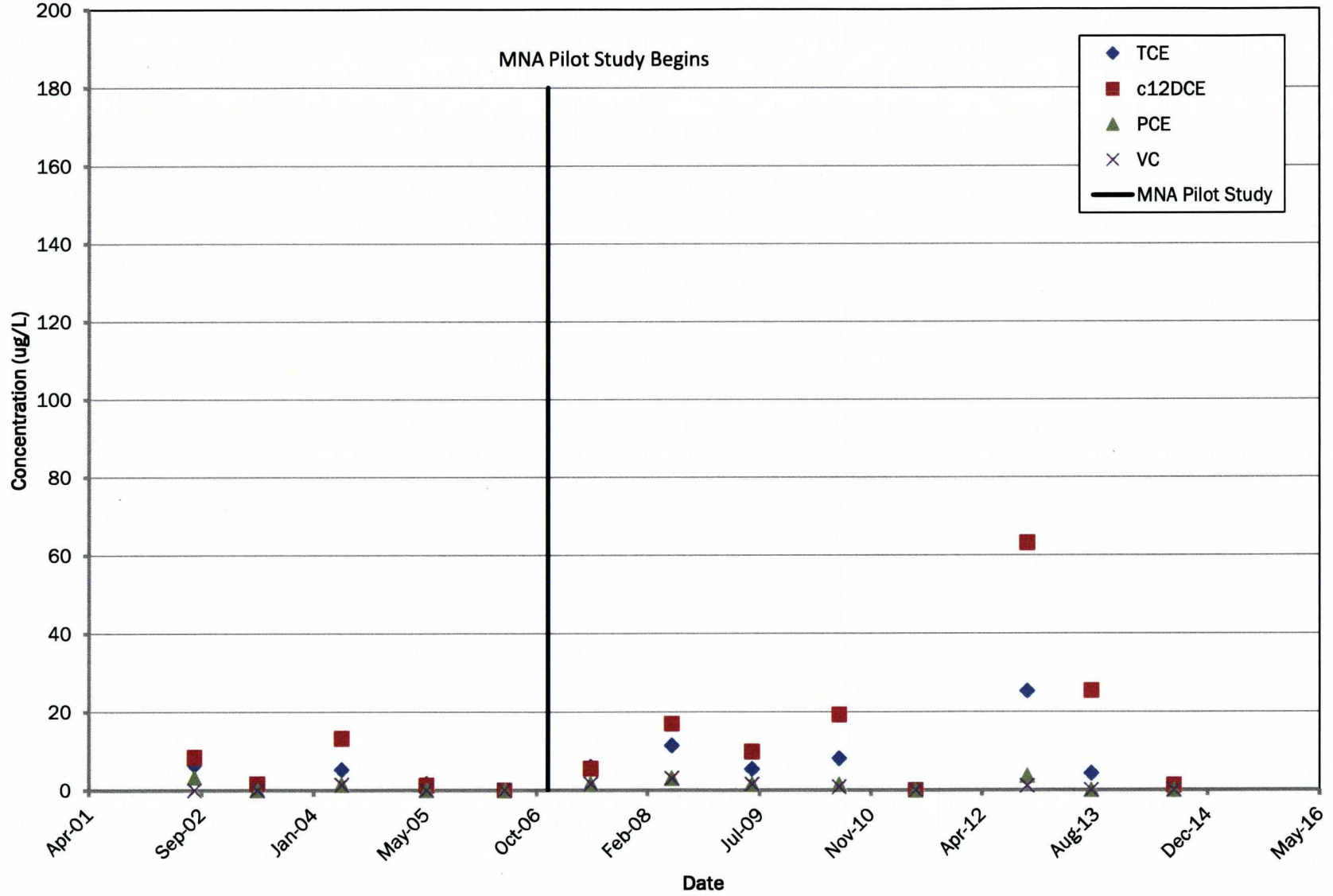


FIGURE 14
TCE TRENDS IN RWSK-2

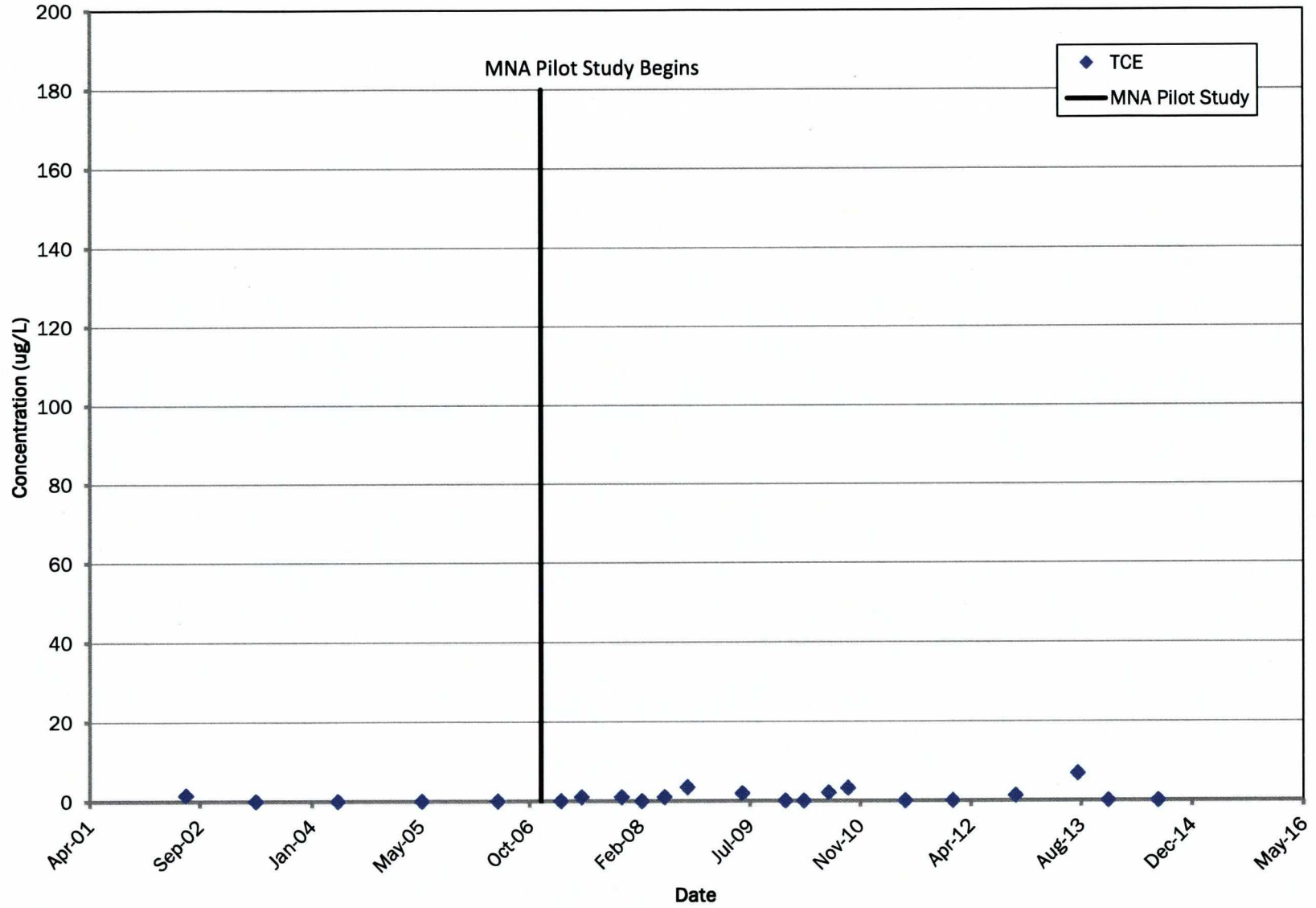


FIGURE 15
TCE, c12DCE AND VC TRENDS IN RWSK-5

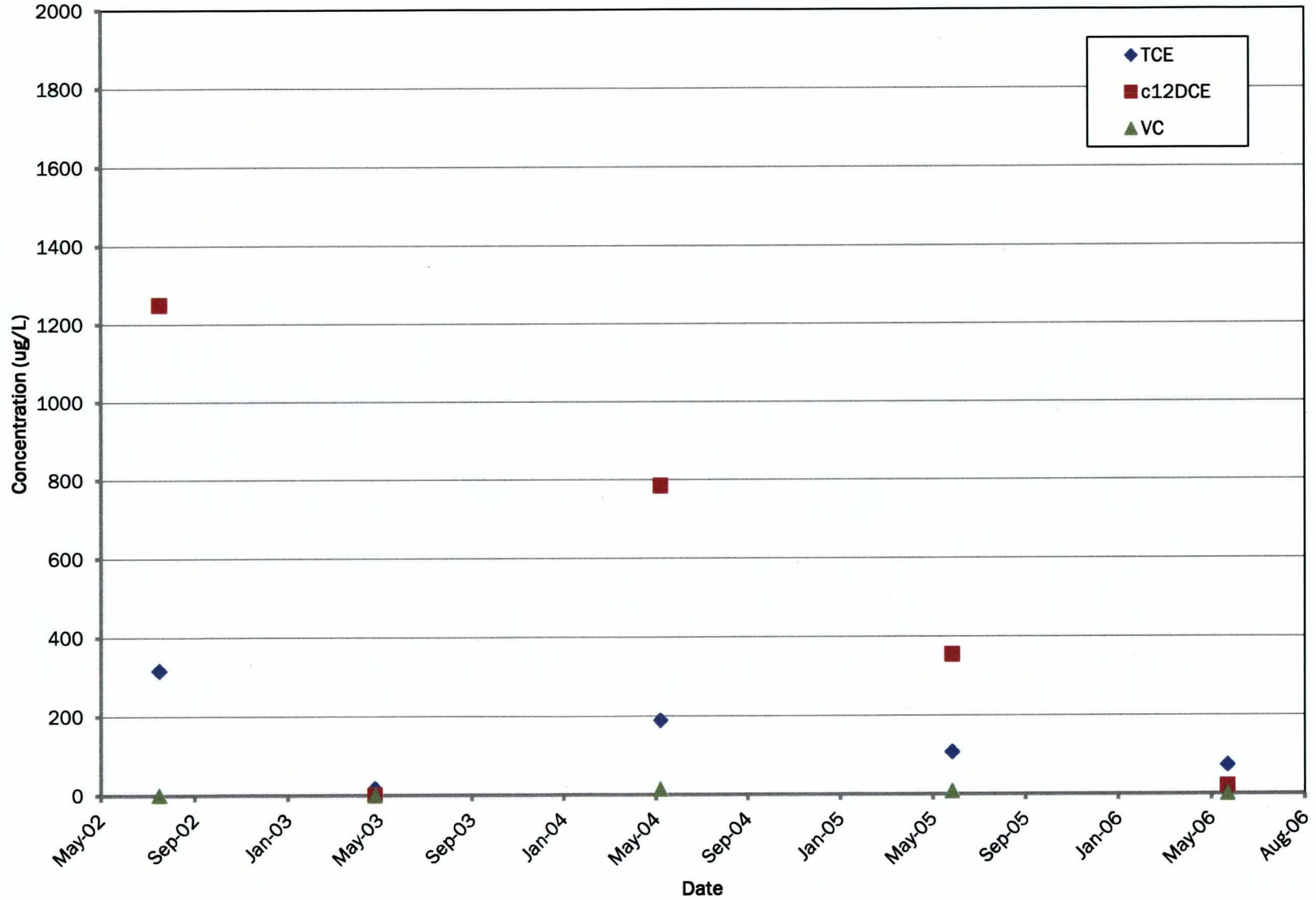


FIGURE 16
c12DCE AND VC TRENDS IN RWDK-5

