



**Mike DeWine**, Governor  
**Jon Husted**, Lt. Governor  
**Laurie A. Stevenson**, Director

July 1, 2020

The Burley Clay Products Company  
455 Gordon Street  
Roseville, Ohio 43777

And

32, Inc.  
451 Gordon Street  
P.O. Box 54  
Roseville, Ohio 43777

**Re: Burley Clay Products  
Director's Final Findings and Orders (DFFO)  
DFFO  
Industrial Solid Waste Landfills  
Muskingum County  
ISWL019048**

**Subject: Final Findings and Orders**

Dear Sir or Madam:

Transmitted herewith are the Final Findings and Orders of the Director concerning the matter indicated for **Burley Clay Products**.

If you have any questions, please contact Teri Finfrock at (614) 644-3037.

Sincerely,

*Jeri Main*

Jeri Main  
Division of Materials & Waste Management

cc: Kelly Jeter, DMWM, CO  
Bruce McCoy, DMWM, CO  
Joe Goicochea, DWMW, SEDO  
Teri Finfrock, DMWM, Legal, CO  
Troy Harder, DMWM, Legal, CO  
Chris Jones, [cjones@calfee.com](mailto:cjones@calfee.com)  
Chris Ward, [cward@calfee.com](mailto:cward@calfee.com)

**BEFORE THE  
OHIO ENVIRONMENTAL PROTECTION AGENCY**

In the Matter Of:

The Burley Clay Products Company  
455 Gordon Street  
Roseville, Ohio 43777

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Director's Final Findings  
and Orders

And

32, Inc.  
451 Gordon Street  
P.O. Box 54  
Roseville, Ohio 43777

**Respondents**

**PREAMBLE**

It is agreed by the parties hereto as follows:

**I. JURISDICTION**

These Director's Final Findings and Orders ("Orders") are issued to The Burley Clay Products Company and to 32, Inc. ("Respondents") pursuant to the authority vested in the Director of the Ohio Environmental Protection Agency ("Ohio EPA") under Ohio Revised Code ("ORC") Sections 3734.13 and 3745.01.

**II. PARTIES BOUND**

These Orders shall apply to and be binding upon Respondents and successors in interest liable under Ohio law. No change in ownership of Respondents or of the Disposal Area as hereinafter defined shall in any way alter Respondents' obligations under these Orders.

**III. DEFINITIONS**

Unless otherwise stated, all terms used in these Orders shall have the same meaning as defined in ORC Chapter 3734 and the rules promulgated thereunder.

**IV. FINDINGS**

The Director of Ohio EPA has determined the following findings:

1. The Burley Clay Products Company ("Respondent Burley Clay") owns and operates a garden pottery and birdbath manufacturing facility located at 455 Gordon Street, Roseville, Muskingum County, Ohio.
2. Respondent 32 Inc. is the owner of an 11.67-acre parcel of land located at 451 Gordon Street, Roseville, Muskingum County, Ohio (the "Property"). The Property is further identified in the records of the Muskingum County Auditor's office as Parcel # 13-10-09-06-004 and is located adjacent to Respondent Burley Clay's manufacturing facility.
3. From approximately 1998 until 2009 Respondent Burley Clay illegally disposed of its fired and unfired pottery, off-spec clay, and broken plaster molds on a portion of the Property (the "Disposal Area").
4. Ohio EPA conducted inspections of the Disposal Area from September 16, 2009 through June 12, 2013, and documented violations of ORC Section 3734.03 and OAC Rule 3745-27-05(C) in Notice of Violation letters to Respondent Burley Clay.
5. To date, neither Respondent Burley Clay nor Respondent 32, Inc. have removed and properly disposed of the waste from the Disposal Area.
6. Respondents entered into negotiations with Ohio EPA and agreed to a compliance schedule to address the violations. This compliance schedule was memorialized in Director's Final Findings and Orders issued on September 28, 2015 ("2015 Orders") which required Respondents to install a cover system consisting of a minimum six inches of clean soil capable of supporting dense vegetative growth over the Disposal Area and to conduct groundwater monitoring in accordance with the Ground Water Monitoring Plan attached to the 2015 Orders.
7. Respondents completed cover system installation and conducted eight quarters of ground water monitoring between September 2016 and June 2018.
8. The eight quarters of ground water monitoring data indicated that iron, arsenic, manganese, lead, and sulfate concentrations exceeded the applicable health-based standards or federal drinking water maximum contaminant levels.
9. In January 2019, Respondents and Ohio EPA entered into negotiations to modify the 2015 Orders and Ground Water Monitoring Plan to evaluate and protect the nearby Roseville wellfield from any potential impact from the Disposal Area.
10. During the pendency of the negotiations, Ohio EPA learned that use of the Roseville wellfield as a drinking water source would be discontinued in 2020. The Roseville wells will be abandoned and sealed once Muskingum County completes the construction of the new infrastructure.

11. Based on the information regarding the abandonment of the Roseville wellfield, Ohio EPA and Respondents have agreed to record an Environmental Covenant with activity and use limitations that prevent the extraction and use of ground water on the Property for any purpose except sampling or remediation of the ground water, or dewatering during construction or subsurface utility repair, and prohibit the excavation or construction on the Property without prior authorization from Ohio EPA.
12. The Environmental Covenant for the Property is drafted in accordance with ORC Sections 5301.80 through 5301.92 in order to impose activity and use limitations on the Property and must be recorded with the Muskingum County Recorder's Office. A copy of the Environmental Covenant including attachments is attached as Exhibit 1 hereto and incorporated herein.
13. The Director has found that amending the 2015 Orders to order activity and use limitations in place of continued ground water monitoring is protective of human health and the environment.

#### V. ORDERS

Respondents shall achieve compliance with ORC Chapter 3734 and the rules promulgated thereunder according to the following Orders. These Orders do not supersede the 2015 Orders.

1. Paragraph 1 of Section V. Orders shall be replaced with the following:
  1. Respondents Burley Clay and 32, Inc. shall execute and record the Environmental Covenant attached as Exhibit 1 hereto and incorporated herein as if fully rewritten. The parties agree that the Environmental Covenant was prepared in accordance with ORC Sections 5301.80 through 5301.92 as an equitable servitude on the land to impose activity and use limitations on the Property owned by Respondent 32, Inc. and its successor(s) in interest as described in the Environmental Covenant.

No later than thirty (30) days after the effective date of these Orders, Respondent Burley Clay shall record with the Muskingum County Recorder's Office the Environmental Covenant including exhibits in the same manner as a deed to the property is recorded in accordance with ORC 5301.88. No later than thirty (30) days after recording the Environmental Covenant, Respondents shall submit to Ohio EPA a copy of the recorded Environmental Covenant including exhibits that show the filing date stamp of the Muskingum County Recorder's Office.



2. The following Paragraph shall be added to Section V. Orders:
  7. Within 30 days of the effective date of these Orders, Respondents shall provide a notification to the local health department and the owners of residential parcels east of the Property that are located within 1,000 feet of the limits of waste placement. The notification shall include the following statement:

"The purpose of this notification is to make landowners aware of a disposal area for fired and unfired pottery, off-spec clay, and broken plaster molds on Parcel # 13-10-09-06-004. Burley Clay complied with Director's Final Findings and Orders issued by Ohio EPA on September 28, 2015, which required a soil cover system and limited groundwater monitoring. Data from monitoring of the ground water underlying the above-referenced parcel indicates that iron, arsenic, manganese, lead, and sulfate concentrations exceed the applicable health-based standards or federal drinking water maximum contaminant levels. If proximate landowners intend to install private wells in the future, please contact the county health department and Ohio EPA Division of Materials and Waste Management, Southeast District Office."
3. All other provisions of the 2015 Orders shall remain unchanged and in full effect.

## **VI. TERMINATION**

Section VI. Termination of the 2015 Orders shall be replaced with the following:

Respondents' obligations, including the unmodified provisions of the 2015 Orders, shall terminate when the Respondents certify in writing and demonstrate to the satisfaction of Ohio EPA that Respondents have performed all obligations under these Orders and the Chief of Ohio EPA's Division of Materials and Waste Management acknowledges, in writing, the termination of these Orders. If Ohio EPA does not agree that all obligations have been performed, then Ohio EPA will notify Respondents of the obligations that have not been performed, in which case Respondents shall have an opportunity to address any such deficiencies and seek termination as described above.

The certification shall contain the following attestation: "Burley Clay Products Company and 32, Inc. certify that the information contained in or accompanying this certification is true, accurate and complete."

This certification shall be submitted by the Respondents to Ohio EPA and shall be signed by a responsible official of each of the Respondents.

## **VII. OTHER CLAIMS**

Nothing in these Orders shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person, firm, partnership or corporation, not a party to these Orders, for any liability arising from, or related to, the operation of Respondents' Disposal Area

#### **VIII. OTHER APPLICABLE LAWS**

All actions required to be taken pursuant to these Orders shall be undertaken in accordance with the requirements of all applicable local, state and federal laws and regulations. These Orders do not waive or compromise the applicability and enforcement of any other statutes or regulations applicable to Respondents, or Respondents' Disposal Area

#### **IX. MODIFICATIONS**

These Orders may be modified by agreement of the parties hereto. Modifications shall be in writing and shall be effective on the date entered in the journal of the Director of Ohio EPA.

#### **X. NOTICE**

All documents required to be submitted by Respondents pursuant to these Orders shall be addressed to:

Ohio Environmental Protection Agency  
Southeast District Office  
Division of Materials and Waste Management  
Attn: Solid Waste Supervisor  
2195 Front Street  
Logan, Ohio 43138

or to such persons and addresses as may hereafter be otherwise specified in writing by Ohio EPA.

#### **XI. RESERVATION OF RIGHTS**

Ohio EPA and Respondents each reserve all rights, privileges and causes of action, except as specifically waived in Section XII of these Orders.

#### **XII. WAIVER**

In order to resolve disputed claims, without admission of fact, violation or liability, and in

lieu of further enforcement action by Ohio EPA for only the violations specifically cited in these Orders, Respondents consent to the issuance of these Orders and agree to comply with these Orders. Compliance with these Orders shall be a full accord and satisfaction for Respondents' liability for the violations specifically cited herein. Respondents hereby waive the right to appeal the issuance, terms and conditions, and service of these Orders and Respondents hereby waive any and all rights Respondents may have to seek administrative or judicial review of these Orders either in law or equity.

Notwithstanding the preceding, Ohio EPA and Respondents agree that if these Orders are appealed by any other party to the Environmental Review Appeals Commission, or any court, Respondents retain the right to intervene and participate in such appeal. In such an event, Respondents shall continue to comply with these Orders notwithstanding such appeal and intervention unless these Orders are stayed, vacated or modified.

#### **XIII. EFFECTIVE DATE**

The effective date of these Orders is the date these Orders are entered into the Ohio EPA Director's journal.

#### **XIV. SIGNATORY AUTHORITY**

Each undersigned representative of a party to these Orders certifies that he or she is fully authorized to enter into these Orders and to legally bind such party to these Orders.

IT IS SO ORDERED AND AGREED:

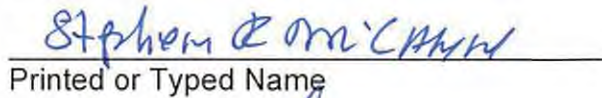
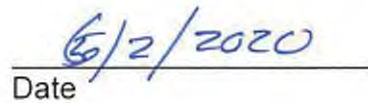
Ohio Environmental Protection Agency



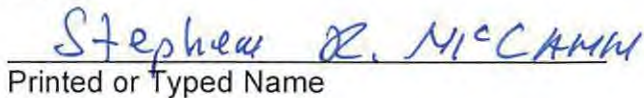
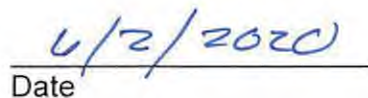
Laurie A. Stevenson, Director

IT IS SO AGREED:

The Burley Clay Products Company

  
Signature  
Printed or Typed Name  
Title  
Date

32, Inc.

  
Signature  
Printed or Typed Name  
Title  
Date



## **Exhibit 1 – Environmental Covenant**

**TRANSFER  
NOT NECESSARY**

**JUL 21 2020**

*Diana J. Neff*  
Auditor, Muskingum County, Ohio

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Instr# 202000007263  
Muskingum County  
CINDY RODGERS County Recorder  
BK **2928** PG **162**

**To be recorded with Deed  
Records - ORC § 317.08**

**ENVIRONMENTAL COVENANT  
FOR BURLEY CLAY PRODUCTS  
VILLAGE OF ROSEVILLE, MUSKINGUM COUNTY, OHIO**

This Environmental Covenant is entered into pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 by 32, Inc., an Ohio corporation ("Owner"), whose address is 451 Gordon Street, P.O. Box 54, Roseville, Ohio, 43777, The Burley Clay Products Company, an Ohio corporation ("Holder"), whose address is 455 Gordon Street, Roseville, Ohio 43777, and the Ohio Environmental Protection Agency ("Ohio EPA") as a non-holder agency. This Environmental Covenant concerns an approximately 11.67-acre property that was the site of disposal of fired and unfired pottery, off-spec clay, and broken blaster molds occurred. The purpose of this Environmental Covenant is to subject the parcel containing the disposal area to activity and use limitations as set forth herein.

Whereas, the Owner is the owner in fee of certain real property located at 451 Gordon Street, Roseville, Muskingum County, Ohio; and

Whereas, Holder disposed of fired and unfired pottery, off-spec clay, and broken plaster molds on the above described real property from approximately 1998 until 2009; and

Whereas, Owner, Holder, and Ohio EPA negotiated consensual Director's Final Findings and Orders, which included a groundwater monitoring plan. The effective date of the Orders, including the groundwater monitoring plan, is September 28, 2015.

Whereas, iron, arsenic, manganese, lead, and sulfate have been detected at concentrations exceeding applicable health-based standards or federal drinking water maximum contaminant levels in the ground water underlying the above-described parcel; and

Whereas, in accordance with the CMP-2015, Owner, Holder, and Ohio EPA have determined to impose activity and use limitations on the above-described property as described in this Environmental Covenant to prevent ingestion of contaminants in the ground water; and



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Burley Clay Products  
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Whereas, the administrative record for the Property and the administrative consent final findings and orders relating to the Property can be reviewed at the Ohio EPA's Southeast District Office located at 2195 Front Street, Logan, Ohio, 43138.

Now therefore, Owner, Holder, and Ohio EPA (collectively referred to as "the Parties") agree to the following:

1. Intention of the Parties. This Environmental Covenant touches and concerns the described Property and is intended to limit the use of the described Property as identified in Exhibits 1 and 2 and restrict certain activities from occurring on the Property pursuant to ORC §§ 5301.80 to 5301.92. It is also the intent of the Parties that the covenants, terms, conditions and restrictions of this Environmental Covenant shall be binding upon and inure to the benefit of the Parties and continue as a servitude running in perpetuity with the Property, subject to ORC § 5301.89. It is the further intention of the Parties that the Environmental Covenant be enforceable at law pursuant to ORC § 5301.91.

2. Property. This Environmental Covenant concerns an approximately 11.67-acre tract of land currently owned by 32, Inc. and located at 451 Gordon Street, Roseville, Muskingum County, Ohio, parcel number 13-10-09-06-004, being part of Range 14, Township 14, Section 3, and more specifically depicted in Exhibit 1 attached hereto and incorporated by reference herein. The limits of waste placement is depicted in Exhibit 2 and wholly located within the boundaries of the Property depicted in Exhibit 1. The tract of land identified in Exhibit 1 shall be known as the "Property" for purposes of this Environmental Covenant.

3. Owner. 32, Inc., whose address is 451 Gordon Street, P.O. Box 54, Roseville, Muskingum County, Ohio is the Owner of the Property.

4. Holder. The Burley Clay Products Co., whose address is 455 Gordon Street, Roseville, Muskingum County, Ohio is the holder of this Environmental Covenant.

5. Activity and Use Limitations. The Property is hereby limited to commercial or industrial land use only. In accordance with ORC §§ 5301.80 through 5301.92, and to comply with Consensual Director's Final Findings and Orders, the Owner hereby imposes and agrees to comply with the following activity and use limitations for the Property:

***A. Limitation Prohibiting Ground Water Extraction and Use.*** Ground



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Burley Clay Products  
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water underlying the Property or any portion of the Property shall not be extracted or used for any purpose, potable or otherwise, except for the investigation, monitoring or remediation of the groundwater; or for dewatering during authorized construction or excavation activities, or during installation or maintenance of subsurface utilities. The Burley Clay Products Co., 32, Inc., and Ohio EPA retain the right to access the Property depicted in Exhibit 1 to install ground water monitoring wells and conduct sampling, assessment and remediation activities as may be determined necessary.

***B. Limitation for Any Construction Activity.*** To protect the integrity of the cover system and the ground water monitoring network, no person shall engage in any filling, grading, drilling, excavating, building, drilling or mining on the Property as depicted in Exhibit 1 without express prior authorization from Ohio EPA in accordance with OAC Chapter 3745-513 or other applicable authority.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner during the time that the Owner owns the Property or any portion thereof, and upon all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC § 5301.85, subject to amendment or termination as set forth herein. The term "Transferee," as used in this Environmental Covenant, shall mean any future owner of any interest in the described Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91. Failure to timely enforce compliance with this Environmental Covenant or the use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law in order to protect public health or safety or the environment.

8. Rights of Access. Owner hereby grants to Ohio EPA and Holder, and their respective agents, representatives, employees, and contractors, the right of access to the Property in connection with the implementation or enforcement of this Environmental Covenant.

9. Compliance Reporting. Owner or any Transferee, if applicable, shall,





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upon request by Ohio EPA, submit to Ohio EPA, with a copy to the local health department, written documentation verifying that the activity and use limitations set forth herein remain in place and are being complied with. Owner or any Transferee shall immediately notify Ohio EPA upon the occurrence of any event relating to the Property that is inconsistent with the activity and use limitations set forth herein.

10. Notice of Activity and Use Limitations upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in paragraph 5 of this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED \_\_\_\_\_, 20\_\_\_\_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE MUSKINGUM COUNTY RECORDER ON \_\_\_\_\_, 20\_\_\_\_, IN [DOCUMENT \_\_\_\_\_, or BOOK\_\_\_\_, PAGE \_\_\_\_\_]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

- A. *Limitation Prohibiting Ground Water Extraction and Use.*** Ground water underlying the Property or any portion of the Property shall not be extracted or used for any purpose, potable or otherwise, except for the investigation, monitoring or remediation of the groundwater; or for dewatering during authorized construction or excavation activities, or during installation or maintenance of subsurface utilities. The Burley Clay Products Co., 32, Inc., and Ohio EPA retain the right to access the Property depicted in Exhibit 1 to install ground water monitoring wells and conduct sampling, assessment and remediation activities as may be determined necessary.
- B. *Limitation for Any Construction Activity.*** To protect the integrity of the cover system and the ground water monitoring network, no person shall engage in any filling, grading, drilling, excavating, building, drilling or mining on the Property as depicted in Exhibit 1 without express prior authorization from Ohio EPA in accordance with OAC Chapter 3745-513 or other applicable authority.

Owner or Transferee, if applicable, shall notify Ohio EPA and any



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Burley Clay Products  
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"Holders" other than the current Owner within thirty (30) days after each conveyance of an interest in any portion of the Property depicted in Exhibit 1. Owner's notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation providing evidence of the conveyance, and a survey map that shows the boundaries of the restricted Property, or portion thereof, that is being transferred.

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

- A. that the Owner is the sole owner of the Property;
- B. that the Owner holds fee simple title to the Property;
- C. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- D. that the Owner has identified all other persons that have an interest in or hold an encumbrance on the Property and notified such persons of the Owner's intention to enter into this Environmental Covenant;
- E. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected; and
- F. to the extent that any other interests in or encumbrances on the Property conflict with the activity and use limitations set forth in this Environmental Covenant, the persons who own such interests or hold such encumbrances have agreed to subordinate such interests or encumbrances to the Environmental Covenant, pursuant to ORC § 5301.86 except for leases, right of ways or easements for public utilities or distribution lines above or below the surface.

12. Amendment or Termination. This Environmental Covenant may be amended or terminated only by written instrument executed by and documenting the consent of all of the following: the Owner or a Transferee; the Holder, and the Director of Ohio EPA, pursuant to ORC §§ 5301.89 or § 5301.90. The term, "Amendment," as used in this Environmental Covenant, shall mean any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is



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at least one limitation remaining. The term, "Termination," as used in this Environmental Covenant, shall mean the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or Transferee shall file such instrument for recording with the Muskingum County Recorder's Office, and shall provide a file- and date-stamped copy of the recorded instrument to Ohio EPA and Holder.

13. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. Owner expressly waives the ability to contest the legality and operation of this Environmental Covenant.

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

15. Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Muskingum County Recorder's Office, in accordance with ORC § 5301.88.

16. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Muskingum County Recorder.

17. Distribution of Environmental Covenant. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to the Ohio EPA, any other signatories to the Environmental Covenant, and the city of Roseville in accordance with ORC § 5301.83.

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

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

And

Division of Materials and Waste Management  
Ohio EPA, Southeast District Office  
2195 Front Street  
Logan, Ohio 43138  
Attn.: DMWM Supervisor



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Prepared By: Troy Harter





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OHIO ENVIRONMENTAL PROTECTION AGENCY

Laurie A. Stevenson  
Laurie A. Stevenson, Director

7/14/20  
Date

State of Ohio       )  
                              )  
County of Franklin )       ss:

Before me, a notary public, in and for said county and state, personally appeared Laurie A. Stevenson, the Director of Ohio EPA, who acknowledged to me that he did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 14 day of July, 2020.

Marcus J. Glasgow  
Notary Public

MARCUS J. GLASGOW  
NOTARY PUBLIC, STATE OF OHIO  
LIFETIME COMMISSION





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

**IT IS SO AGREED:**

32, Inc.

[Signature]  
Signature of Owner

Stephen R. McCann President  
Printed Name and Title

7/21/2020  
Date

State of Ohio )  
County of Muskingum )

ss:

Before me, a notary public, in and for said county and state, personally appeared Stephen R. McCann the President and duly authorized representative of 32, Inc., who acknowledged to me that he/she did execute the foregoing instrument on behalf of 32, Inc.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 21 day of July, 2020



ROCHELLE CUNNINGHAM  
Notary Public, State of Ohio  
My Commission Expires

9-26-22

[Signature]  
Notary Public



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The undersigned representative of the Holder represents and certifies that he/she is authorized to execute this Environmental Covenant.

**IT IS SO AGREED:**

The Burley Clay Products Co.

  
\_\_\_\_\_  
Signature of Owner

Stephen E. McCann - President  
Printed Name and Title

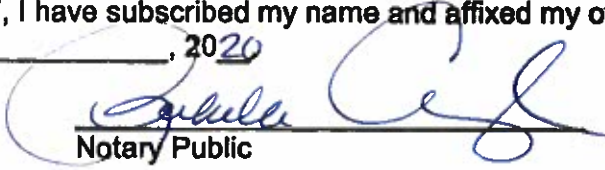
7/21/2020  
Date

State of Ohio )  
County of Muskingum )

ss:

Before me, a notary public, in and for said county and state, personally appeared Stephen McCann the President and duly authorized representative of The Burley Clay Products Co., who acknowledged to me that he/she did execute the foregoing instrument on behalf of The Burley Clay Products Co.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 21 day of July, 2020

  
\_\_\_\_\_  
Notary Public



ROCHELLE CUNNINGHAM  
Notary Public, State of Ohio  
My Commission Expires

9-26-22

## **Exhibit 1 – Property Boundary**



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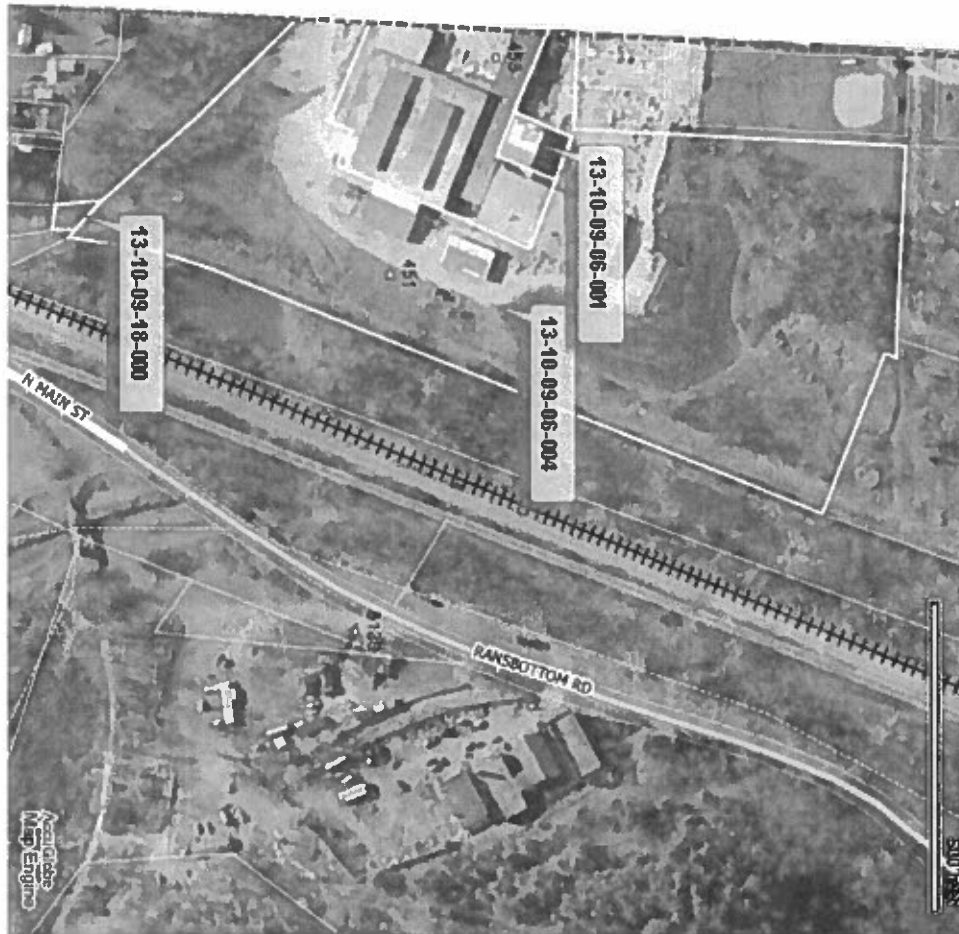
NELSON RD

MADE ST

MCCOY DR

GORDON ST

BALL PARK RD



## **Exhibit 2 – Limits of Waste Placement**



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ATTACHMENT 1  
PROPOSED MONITORING WELL LOCATION MAP  
455 GORDON STREET  
ROSEVILLE, MUSKINGHAM COUNTY, OHIO

