

FILED  
LUCAS COUNTY

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COMMON PLEAS COURT  
BERNIE QUILTER  
CLERK OF COURTS

IN THE COURT OF COMMON PLEAS  
LUCAS COUNTY, OHIO

STATE OF OHIO ex rel.  
MICHAEL DEWINE  
OHIO ATTORNEY GENERAL

CASE NO. CI-0201402349  
JUDGE LINDA J. JENNINGS

Plaintiff,

v.

HEMISPHERE, LTD., et al.

Defendants.

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CONSENT ORDER

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Plaintiff State of Ohio ("Plaintiff"/"State"), by and through its counsel Attorney General Michael DeWine, filed a Complaint on May 2, 2014 (the "Complaint") against Defendants (Hemisphere Ltd., Stickney West C&DD LLC, Stansley Mineral Resources, Inc. and Stickney Holdings LLC) alleging violations of Ohio's Construction and Demolition Debris ("C&DD") and Air laws found in Ohio Revised Code ("R.C.") Chapters 3714 and 3704 respectively occurring at property located at 4425 Creekside Ave., Toledo, Lucas County, Ohio (and as more fully described in the Property Description (Attachment A) ("the Property", "Stickney Landfill and "the Facility"). This Consent Order ("Consent Order") constitutes a resolution of all disputed claims against Defendants contained in the Complaint. The 2014 C&DD license and subsequently approved C&DD licenses, the Emergency Response Fire Abatement Investigation Plan, Leachate Collection System Assessment Plan, the Asbestos Ambient Air Monitoring and Control Plan, and Temporary Leachate Management Plan and Control Plan referred to herein and/or attached to this Consent Order shall be consistent with the provisions of this Consent

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Order.

NOW, THEREFORE, without the trial of any issue of fact or law, and without any admission of liability on behalf of any of the Defendants in this matter, upon the consent of the parties hereto, it is hereby **ORDERED, ADJUDGED** and **DECREED** as follows:

### **I. JURISDICTION AND VENUE**

1. The Court has jurisdiction over all of the parties and the subject matter of this action pursuant to R.C. Chapters 3714 and 3704. The Complaint states a claim upon which relief can be granted against Defendants under R.C. Chapters 3714 and 3704. Venue is proper in this Court.

### **II. PERSONS BOUND**

2. The Stickney Landfill is a C&DD landfill and an asbestos waste disposal site located at the Property.

3. Each Defendant is a "person" as that term is defined in R.C. 1.59(C), 3704.01(O) and 3714.01(H) and Ohio Administrative Code ("O.A.C.") 3745-400-01(DD).

4. Defendant Stansley Mineral Resources, Inc. ("Stansley Mineral Resources") is an "operator", as defined in O.A.C. 3745-400-01(I) and 3745-20-01(B) (39), of Stickney Landfill.

5. Defendant Stickney West C&DD LLC ("Stickney West") is an "owner", as defined in O.A.C. 3745-400-01(EE) and 3745-20-01(B) (39), of Stickney Landfill.

6. Defendant Stickney Holdings LLC ("Stickney Holdings") is the "parent corporation" of Stickney West C&DD LLC, as defined in O.A.C. 3745-400-01(CC).

7. Except for Defendant Hemisphere Ltd., which was merged into Stickney West C&DD LLC on December 31, 2011 as identified by the Ohio Secretary of State in Document

No. 201136400297, this Consent Order shall apply to and be binding upon the parties to this action, their officers, agents, servants, employees, attorneys, successors in interest, and those persons in active concert or participation with them who receive actual notice of this Consent Order whether by personal service or otherwise, in accordance with Rule 65(D) of the Ohio Rules of Civil Procedure and Ohio case law. Defendants shall provide a copy of this Consent Order to any future operators and to each general contractor and/or consultant employed to perform work itemized herein. Additionally, Defendants shall provide a copy of this Consent Order to all officers and other persons with decision making authority concerning the implementation of the provisions of the Consent Order.

8. In the event that Stansley Mineral Resources is not the “operator” as of the date this Consent Order is executed, Stansley Mineral Resources does not have to perform the “operational injunctive relief” provided in Paragraphs 16-43 and 45-49; and will not be responsible for stipulated penalties that result from noncompliance with such Paragraphs. However, Stansley Mineral Resources shall remain jointly responsible along with the other Defendants for the financial assurance amount of Two Hundred Fifty-Four Thousand, Eight Hundred Five Dollars (\$254,805.00) provided under Paragraph 44, until such time as Paragraph 44 has been complied with. Further, Stansley Mineral Resources shall remain jointly and severally liable for the civil penalties required under Paragraph 14. Any future “operator” shall be bound by this Consent Order’s “operational injunctive relief” as long as such “person” (as person is defined in R.C. 1.59(C), 3704.01(O) and 3714.01(H) and O.A.C. 3745-400-01(DD)) remains an “operator” (as operator is defined in O.A.C. 3745-400-01(I) and 3745-20-01(B)(39)).

### III. SATISFACTION OF LAWSUIT

9. The State alleges in its Complaint that Defendants have violated R.C. Chapters 3714 and 3704, and O.A.C. Chapters 3745-400 and 3745-20. Defendants deny such allegations. The parties have agreed to resolve the disputed issues in this matter without adjudication of any issues of fact or law. Full performance of all of the provisions of Section V. and Section VI. of this Consent Order and the attachments shall constitute a full satisfaction of any civil liability of the Defendants and their officers, agents, servants, employees, attorneys, successors in interest, and those persons in active concert or participation with them for all claims alleged in the State's Complaint as well as all violations known by Ohio EPA and the Toledo/Lucas County Health Department up until the date this Consent Order is entered by the Court, and full performance shall provide a release to such persons for this liability.

10. Entering into this Consent Order, the Consent Order itself, or the taking of any action in accordance with the Consent Order and/or any work performed at the Property does not constitute and cannot be admitted as evidence of admission of any liability, wrongdoing, or misconduct on part of Defendants, their officers, employees, or agents by the State or by any other person or entity not involved in this case.

11. Nothing herein shall be construed to relieve Defendants of their obligation to comply with all applicable federal, state, or local statutes, regulations or ordinances, including but not limited to the applicable permit requirements.

#### IV. RESERVATION OF RIGHTS

12. Except for those matters known to the State as of the date of this Consent Order or settled by this Consent Order, nothing in this Consent Order shall limit the authority of the State of Ohio to:

- (a) Seek any legal or equitable relief from Defendants or any other appropriate person for claims or conditions not alleged in the Complaint, including for violations that occur after the filing of the Complaint;
- (b) Seek any legal or equitable relief from Defendants, or any other appropriate person for claims or conditions alleged in the Complaint that occur or exist on the date of or after the entry of this Consent Order, to the extent that those claims or conditions are not addressed by this Consent Order;
- (c) Enforce this Consent Order through a contempt action or otherwise seek relief for violations of this Consent Order;
- (d) Take any action authorized by law against any appropriate person, including Defendants, to eliminate or mitigate conditions at the Property that may present a threat to the public health or welfare, or the environment in derogation of applicable laws and rules which Ohio EPA has the authority to enforce; and/or,
- (e) Bring any legal or equitable action against any appropriate person other than those persons given a release in Paragraph 9, for any violation of applicable laws. For the purposes of this Consent Order, and in particular the provisions of this paragraph, the term "person" includes: an individual, corporation, business trust, estate, trust, partnership, association, municipal corporation, interstate body created by compact, and other officers, agents, employees, attorneys, and/or those in active concert or participation with any of them.

13. Defendants shall retain all rights, defenses, and/or claims each may legally raise to the extent the State seeks further relief from the Defendants in the future, or in any action brought to enforce the terms of this Consent Order, including any dispute over the performance

of any of the injunctive relief provisions of this Consent Order. Nothing herein shall effect or release the rights, claims and/or defenses of the Defendants among themselves, all of which rights, claims and/or defenses are hereby reserved.

**V. CIVIL PENALTIES AND COMPLIANCE**

14. Defendants are jointly and severally ordered and enjoined to pay to the State of Ohio a civil penalty in the amount of Two-Hundred-Thirty Thousand Dollars (\$230,000.00) payable as follows:

- a. One Hundred Fifteen Thousand Dollars (\$115,000) within one (1) year of the effective date of this Consent Order; and
- b. One Hundred Fifteen Thousand Dollars (\$115,000) within two (2) years of the effective date of this Consent Order.

15. For each One Hundred Fifteen Thousand Dollars (\$115,000) payment, Defendants shall write four separate checks:

- a. One check made payable to the "Treasurer, State of Ohio" for Six Thousand, Five Hundred Dollars (\$6,500.00) referenced in the memo as a contribution to the Ohio EPA's Clean Diesel School Bus Program Fund (Fund 5CD0).
- b. One check for Twenty-Six Thousand Dollars (\$26,000.00) made payable to the "Treasurer, State of Ohio" referenced in the memo for the Ohio EPA Division of Air.
- c. One check for Forty-One Thousand, Two Hundred Fifty Dollars (\$41,250.00) made payable to the "Treasurer, State of Ohio" referenced in the memo for the Ohio EPA Division of Materials Waste Management.

- d. One check for Forty-One Thousand, Two Hundred Fifty Dollars (\$41,250.00) made payable to the Toledo/Lucas County Health Department.

The certified checks, together with a letter identifying Defendants, shall be delivered to Scott Hainer or his successor, Paralegal, Office of the Attorney General of Ohio, Environmental Enforcement Section, 30 East Broad Street, 25th Floor, Columbus, Ohio 43215-3400. The memorandum portion of the check, or some other prominent location on the transmittal letter or documentation, shall include a reference to "A.G. EAGO No. 472967."

## **VI. INJUNCTIVE RELIEF**

### **Emergency Response Fire Abatement Investigation Plan**

16. Within sixty (60) days of the effective date of this Consent Order or sooner, Defendants shall implement the Emergency Response Fire Abatement Investigation Plan (Attachment B). Defendants shall:

- (a) Monitor for temperature in accordance with the Plan.
- (b) Continue to implement the Plan, and may deviate from the Plan only if approved in writing by Ohio EPA and the Toledo/Lucas County Health Department.
- (c) Submit all monitoring results to Ohio EPA and the Toledo/Lucas County Health Department monthly by the 15<sup>th</sup> day of the month following the date upon which the Plan requires collection of the samples or tests.

### **Resumption of Waste Acceptance or Disposal**

17. Following approval of a 2014 license, or future subsequently approved C&DD license, should such occur, waste may only be accepted or disposed at the Facility at the following locations and under the following conditions:

- a. Where debris was disposed as of the effective date of this Consent Order:

1. When temperature readings required by the Emergency Response Fire Abatement Investigation Plan are less than 131 degrees Fahrenheit and carbon monoxide (CO) levels are below 100 parts per million by volume for at least two consecutive weeks, and
  2. The Ohio EPA and the Toledo/Lucas County Health Department concur in writing that the leachate collection system is functioning and is in compliance with the 2014 license following the assessment required by Order No. 35; or, if the Ohio EPA and the Toledo/Lucas County Health Department do not concur that the leachate collection system is functioning and is in compliance with the 2014 license following the assessment required by Order No. 35, the leachate collection system is redesigned and authorized through a license modification, constructed, recertified, and concurred with in writing by the Toledo/Lucas County Health Department and Ohio EPA.
- b. Portions of the Active Land Disposal Area (“ALDA”) authorized through an approved 2014 license, or subsequently approved C&DD license (newly constructed ALDA including the northern portion of the western cell certified in 2014 [the “Northern Cell”] and Interim Disposal Area), should such occur:
1. After the newly constructed ALDA has been constructed, certified, and concurred with by the licensing authority, and
  2. There is a minimum ten (10) foot air-space buffer maintained between the toe of the slope of the waste/soil existing at the Facility as of the effective date of this Consent Order and the toe of the waste/soil of any newly constructed ALDA, for as long as the criteria in subsection 17(a) above are not met, and
  3. The leachate collection system downgradient from any newly constructed ALDA is recertified and concurred with by the Toledo/Lucas County Health Department and Ohio EPA. However, in the event that the leachate collection system is not recertified or concurred with as described above, the Defendants may accept waste in any newly constructed ALDA if they:
    - i. Obtain and maintain daily compliance with O.A.C. 3745-400-11(P); and
    - ii. Utilize an emergency sump and pump system in the Northern Cell, as designed in the Temporary Leachate Management Plan (Attachment C); and



- iii. Comply with the phasing and waste placement elevations in the 2014 or subsequently approved license; and
  - iv. Install clearly marked survey/grades stakes on the waste in the Northern Cell and Interim Disposal Area, at 100 foot spacing intervals, indicating cut and fill depths. The survey grade stakes shall be installed by a registered professional surveyor when waste receipts at the facility reach the total estimated in-place waste volume of the Northern Cell and Interim Disposal Area as identified in the 2014 or subsequently approved license.
4. After commencing the acceptance and disposal of waste in any newly constructed ALDA, Defendants may continue to accept or dispose of waste only if they submit a license modification request for a revised permanent leachate collection system design for the Northern Cell and for where debris was disposed as of the effective date of this Consent Order, within 30 days of Ohio EPA's written determination that the leachate collection system is not functioning. Defendants shall complete construction and submit the construction certification within 90 days of approval of the license modification for a revised permanent leachate collection system design.

#### Compaction

18. Immediately upon the effective date of these Orders, Defendants shall only accept and dispose of C&DD if it utilizes at least one operating compactor or another piece of equipment designed or modified to appropriately compact C&DD debris in an equivalent manner, such as with a D8 Bulldozer specially modified with tracks to compact C&DD debris ("Compacting Equipment"). Defendants shall compact the C&DD to the smallest practical volume and shall not "cliff" waste as specified in O.A.C. 3745-400-11(F)(3)(D). In the event that the compactor or other Compacting Equipment has a mechanical breakdown, the operator shall repair or replace the compactor or other Compacting Equipment with a comparable compactor or piece of other Compacting Equipment within twenty four (24) hours of the

breakdown or cease waste acceptance and disposal until a compactor or other Compacting Equipment is available for use.

19. Immediately upon the effective date of this Consent Order, Defendants shall dispose of C&DD only within constructed and certified areas of the Facility as specified in a 2014 or subsequently approved C&DD license. Defendants shall not store C&DD or other waste materials at the Facility except as specifically provided in a 2014 or subsequently approved C&DD license.

#### **General Operations**

20. Immediately upon the effective date of this Consent Order, Defendants shall not create any temporary or final slopes that exceed a ratio of 2:1.

21. Immediately upon the effective date of this Consent Order, Defendants shall maintain at least two (2) temporary markers designating the unloading zone required by O.A.C. 3745-400-11(F)(3).

22. Immediately upon the effective date of this Consent Order, Defendants shall maintain at least two (2) temporary markers designating the working face, as referenced in O.A.C. 3745-400-11(F)(3).

23. Not later than fourteen (14) days after the effective date of this Consent Order, Defendants shall clearly mark the lateral boundaries of the constructed and certified ALDA and maintain such visual markings.

24. By no later than February 28, 2015, Defendants shall properly dispose or recycle all wood piles at the Facility.

25. Immediately, upon the effective date of this Consent Order, Defendants shall not recycle C&DD at the Facility except as authorized by the 2014 or subsequently approved C&DD license.

26. The owner or operator shall employ all reasonable measures to collect, properly contain, and dispose of scattered litter at the active licensed disposal area of the Facility, including frequent policing of the area and the use of portable wind screens where necessary.

#### **Waste Relocation/Filling**

27. Immediately after temperature readings are less than 131 degrees Fahrenheit and carbon monoxide levels are less than 100 parts per million by volume for two consecutive weeks, Defendants shall comply with the following schedule for re-grading or filling of slopes within the approved limits of the 2014 or subsequently approved C&DD license, should such be issued:

- (a) Within one (1) year, construct and certify the western ALDA and complete West slope filling/regrading to no less than a 2:1 slope; and
- (b) Within eighteen (18) months, construct and certify the northern ALDA and complete North slope filling/regrading to no less than a 2:1 slope.

If the Defendants choose to fill against the existing slopes to achieve the required 2:1 or shallower grades, the filling shall progress in accordance with an approved 2014 license or any subsequently approved C&DD licenses. Within thirty (30) days of completion of each of the above requirements, Defendants shall submit to Ohio EPA and the Toledo/Lucas County Health Department a report prepared by a registered professional engineer and/or surveyor demonstrating and certifying compliance with this Order.

### Asbestos Concerns

28. If existing C&DD material disposed of as of the effective date of this Consent Order is to be relocated, Defendants shall prepare an Asbestos Ambient Air Monitoring and Control Plan ("Air Monitoring and Control Plan") and submit this Air Monitoring and Control Plan to Ohio EPA, Division of Air Pollution Control, for review and approval at least sixty (60) days prior to any existing waste relocation activities. This Air Monitoring and Control Plan shall address all elements necessary to control or detect asbestos fibers in the ambient air at the perimeter of the Facility and shall include, but not be limited to, ambient air monitoring equipment specifications, proposed location(s) for the monitor(s), name and accreditation of the laboratory performing the sample analysis, and sampling frequency. This Air Monitoring and Control Plan shall be implemented during all waste relocation activities of C&DD materials disposed of as of the effective date of this Consent Order and all ambient air monitor(s) specified in the Air Monitoring and Control Plan shall be in place along the perimeter of the Facility and be in operation for asbestos detection.

29. No regulated asbestos waste shall be accepted for disposal in any licensed non-contiguous portions of the Facility's ALDA that are required by the 2014 or subsequently approved C&DD license to be relocated and re-disposed.

30. Except for non-contiguous portions of the Facility's ALDA where no regulated asbestos waste shall be accepted while conducting waste relocation activities specified in this Order, Defendants shall treat all excavated or otherwise disturbed material brought on-site prior to the effective date of this Consent Order as asbestos-containing waste material, shall not cause or allow visible emissions to occur at any time during waste relocation activities, and shall fully comply with all provisions as outlined in O.A.C. 3745-20-06.

31. For the purposes of this Order, at least ten (10) days prior to conducting any waste relocation activities specified in this Order that requires excavation or otherwise disturbing waste material brought on-site prior to the effective date of this Consent Order, Defendants shall notify the Toledo Division of Environmental Services (“TES”) in writing of the planned operation. This notification shall include the scheduled starting and completion dates; the reason for disturbing the waste; the procedures to be used to control emissions during the work; and the locations of any temporary storage site and the final disposal site. If necessary, TES may require reasonable changes in the control procedures to be used if the requested changes are in accordance with applicable laws, rules and regulations.

32. Immediately upon the effective date of this Consent Order, Defendants shall at all times comply with the requirements of O.A.C. 3745-20-06(C) by maintaining waste shipment records and a map or diagram recording the location, depth, area, and quantity in cubic yards of all asbestos-containing waste material within the disposal site.

33. Defendants shall at all times comply with the requirements of O.A.C. 3745-20-06(D) by furnishing upon request all records required by that rule for inspection by the Director or the Director’s representative.

34. The Defendants shall maintain and implement an “Asbestos Spill Contingency Plan” as required by Ohio EPA Permit to Operate and Install P0103679.

**Leachate Collection System**

35. Defendants shall complete an investigation of the leachate collection system in accordance with the Leachate Collection System Assessment Plan (Attachment D) to determine whether:

- (a) The collection system was impacted by the fire such that the leachate collection system's functionality is substantially impaired; and
- (b) The collection system is functioning, and in compliance with the 2014 or subsequently approved C&DD license, should such be issued.

The investigation shall be completed and a written leachate system's functionality report shall be submitted to the Ohio EPA and the Toledo/Lucas County Health Department (who shall review for concurrence) within thirty (30) days of the signing of this Consent Order. The report shall be written and prepared by a registered professional engineer.

36. Immediately upon the effective date of this Consent Order, Defendants shall:

- (a) Operate the existing leachate collection and storage system continuously with the use of emergency shut off valves. Continuously includes operation of the system during rain events and winter. Continuous operation must be documented by the use of an indicator light, hour meter, or other means acceptable to Ohio EPA and the Toledo Lucas County Health Department;
- (b) Establish a backup system/plan for leachate disposal should the Facility's preferred option of direct discharge fail (direct haul, storage tanks, back-up pumps, etc.);
- (c) Ensure the leachate collection system or back-up system can operate in all inclement weather conditions;
- (d) Confirm ability to accurately measure leachate head on liner; and
- (e) Within twenty-four (24) hours after each half-inch rain event, as recorded by the Toledo Airport, measure the leachate level in the leachate conveyance shaft of the interim disposal area, if utilized, to ensure leachate is draining. If the leachate level is above the interim disposal area inlet pipe, the Defendants must immediately lower the leachate level so the inlet pipe is free flowing.

### Soil Cover

37. Immediately upon the effective date of this Consent Order, Defendants shall only utilize soil as its weekly fire prevention cover that is required to be placed in accordance with O.A.C. 3745-400-11(H)(1).

38. Immediately, upon the effective date of these Orders, Defendants shall apply and maintain intermediate soil cover to all areas of C&DD fill brought on-site as of the effective date of this Consent Order at the Facility where additional C&DD will not be deposited for at least thirty (30) days. Intermediate cover material shall consist of twelve (12) inches or more of soil with low permeability to water, good compactability, cohesiveness, relatively uniform texture, and shall not contain large objects in such quantities as may interfere with its application and intended purpose. A soil layer, a minimum of twelve inches thick, consisting of well-compacted loam, silt loam, clay loam, silty clay loam, silty clay or some combination thereof, shall be used. Prior to the placement of the next layer of C&DD in that area, intermediate cover in an area shall be removed or otherwise prepared as necessary so as not to preclude the flow of leachate to the leachate management system within the limits of waste placement.

39. Within thirty (30) days of the entry of this Consent Order, Defendants shall record a copy of this Consent Order with the deed to the Property, which includes the Facility, and shall provide Ohio EPA and the Toledo/Lucas County Health Department with a copy of the Consent Order that has been time and date stamped by the County Recorder's Office.

40. Defendants agree that this Consent Order provides Ohio EPA, the Toledo Health Department and their authorized representatives and contractors, with access and an easement for access to the Property and use of the soils and other resources on the Property for the purpose of taking samples, reconstructing air and water quality monitoring equipment, conducting remedial

work, performing closure and post-closure care activities, performing repairs and conducting such other operation and maintenance work at the Facility. Defendants further agree to provide Ohio EPA, the Toledo/Lucas County Health Department, and their authorized representatives and contractors, with a recorded easement for access to the Property and for use of the soils and other resources on the Property for the purpose of taking samples, reconstructing air and water quality monitoring equipment, conducting remedial work, performing closure and post-closure care activities, performing repairs and conducting such other operation and maintenance work at the Facility.

41. Within thirty (30) days after the entry of this Consent Order and upon recording the easement, Defendants shall mail a copy of the easement that has been time and date stamped by the County Recorder's Office to Plaintiff.

42. Within thirty (30) days after entry of this Consent Order, Defendants shall record the Environmental Covenant attached to this Consent Order as Attachment E (the "Environmental Covenant") with the County Recorder's Office and shall provide Ohio EPA and the Toledo/Lucas County Health Department with a copy of the Environmental Covenant that has been time and date stamped by the County Recorder's Office. Defendants shall ensure that within thirty (30) days after the entry of this Consent Order and before recording the Environmental Covenant, a minimum of twenty-five thousand (25,000) cubic yards of soil meeting the closure performance standards established in O.A.C. Chapter 3745-400 are located in the designated "Property" as specified in Paragraph 2 of the Environmental Covenant. Defendants shall comply with the Environmental Covenant and shall not remove soil from this area except as provided by Ohio EPA in writing pursuant to the terms of the Environmental Covenant.



43. Until such time as temperature readings are less than 131 degrees Fahrenheit and carbon monoxide levels are less than 100 parts per million by volume for two consecutive weeks, Defendants shall not remove any of the soil cover established over the landfill, except as allowed in the 2014 license, subsequently approved license, should such be issued, and/or plans attached and/or referred to in this Consent Order.

#### **Financial Assurance**

44. Within thirty (30) days of the effective date of these Orders, Defendants shall submit to the Toledo/Lucas County Health Department, and a copy to Ohio EPA, an executed and funded financial assurance instrument authorized by O.A.C. 3745-400-13, -14, and -18, for the total amount of Two Hundred Fifty-Four-Thousand, Eight Hundred Five Dollars (\$254,805.00). Before utilizing any non-contiguous interim disposal approved and certified cell, the Defendants shall increase the financial assurance by an additional Thirty-Three Thousand Seven Hundred Sixteen Dollars (\$33,716.00) representing the cost to close an additional 1.4 acres of ALDA. Defendants shall submit final assurance cost estimates as a part of a 2014 license application reflecting the calculations for the financial assurance amounts mentioned in this paragraph. Defendants shall also update their financial assurance in accordance with O.A.C. 3745-400-13 and -18. Defendants shall update the financial assurance for the 2015 license by increasing the amount funded in the financial assurance instrument to the total amount of Three Hundred Thirty Seven Thousand, Three Hundred Fifteen Dollars (\$337,315.00) by no later than January 31, 2015.

### Reporting

45. Immediately upon the effective date of this Consent Order, Defendants shall comply with the following schedule for submitting written reports to Ohio EPA and the Toledo/Lucas County Health Department:

(a) Reports for each calendar month, which shall be submitted by the 15<sup>th</sup> of the following month:

- i. All fire monitoring results specified in Paragraph 16.
- ii. Volume of leachate disposed and name and location of disposal facility.
- iii. Date(s) and times of the registered professional engineer (P.E.'s) site visits.
- iv. Progress toward meeting the requirements of this Consent Order.
- v. Total daily waste receipts for the prior calendar month and the amount of solid waste removed from the unloading zone each week.
- vi. Copies of the asbestos load receipt forms and a map indicating the location, depth and quantity of the asbestos containing waste material.

(b) Quarterly reports, which shall be submitted by the 30<sup>th</sup> of the month following the end of the quarter:

- i. A topographic map of the ALDA and the Inactive Licensed Disposal Area ("ILDA"), based upon a land survey (or flyover), certified by a professional skilled in the appropriate disciplines, with updated contour lines on the plan drawing containing information required in the 2014 or subsequently approved C&DD license. The scale and contour interval shall be consistent with the 2014 or subsequently approved C&DD license. At a minimum, the Defendants shall identify the following:
  1. The areal extent of each phase of construction.
  2. Areas that have intermediate cover.
  3. The current working phase and unit.

4. The projected phase and unit for filling in the coming quarter.
5. Access roads and buildings.
6. On-site borrow areas and cover material stockpiles.
7. A comparison of the actual vertical and horizontal limits of emplaced C&DD waste to the vertical and horizontal limits of waste placement authorized in the 2014 or subsequently approved C&DD license at the current stage of the landfill's development. If emplaced C&DD waste exceeds the limits of vertical or horizontal waste placement authorized in the 2014 or subsequently approved C&DD license for the current stage of the landfill's development, this comparison shall include a topographic map which delineates the areal extent of emplaced C&DD waste that exceeds approved limits. In addition, the topographic map shall contain notes that indicate the following information for C&DD waste exceeding authorized limits of waste placement: the estimated volume, the estimated maximum depth, and the estimated average depth.
8. An estimate of the remaining C&DD landfill facility life, in years, and in terms of the remaining volume of the Facility to be filled, in cubic yards.

**Supervision/Training**

46. Not later than thirty (30) days after the effective date of this Consent Order, Defendants shall retain a Professional Engineer ("P.E.") with five (5) years or more of landfill experience, to assist in supervising all operational and construction activities at the Facility. The registered P.E. or his authorized representative (who shall also be a P.E.) shall be on-site bi-weekly until March 31, 2015, then monthly thereafter until December 31, 2015. The P.E. shall sign-in and sign-out on the appropriate facility visitors log and be documented as required by Paragraph 45(a)(iii).

47. Not later than thirty (30) days after the effective date of this Consent Order, Defendants shall provide training for landfill staff on the requirements of 2014 C&DD license should such be issued and operational requirements that at a minimum ensure:

- (a) All employees/management dealing with weekly cover have been sufficiently trained in the correct cover thickness, correct cover materials and proper application.
- (b) All operations at the Facility are performed by individuals who have been sufficiently trained in the proper operational procedures and with approved plans, specifications and current license application, including but not limited to the lateral and vertical limits of waste placement that are authorized at each stage of the landfill's development.
- (c) All employees/management dealing with the collection of litter are sufficiently trained with the correct procedures.
- (d) All employees/management dealing with the rail unloading area are sufficiently trained with the correct unloading, debris placement and clean-up procedures.
- (e) All employees/management are trained to know the correct hours of operation (7:00 am to 7:00 pm) as stated in the license application.
- (f) All employees/management that operate compaction equipment are sufficiently trained.

All employees, yearly upon the approval of a new C&DD license and all new employees, within thirty (30) days of hiring, shall undergo the same training outlined above. Similarly, employees shall be trained regarding all other environmental licenses, plans and/or permits the facility receives that are relevant to the individual employees duties. A training log, documenting the training as outlined above, as well as the trainers and attendees, shall be submitted to Ohio EPA and the Toledo/Lucas County Health Department within thirty (30) days after the training is completed.

48. Within thirty (30) days of the effective date of this Consent Order, Defendants shall submit to Ohio EPA and the Toledo/Lucas County Health Department the quarterly survey reports from Mannik and Smith Group generated since 2012.

**Compost Facility**

49. Within thirty (30) days of the effective date of this Consent Order, Defendants shall certify closure of the Class III compost facility, registration # 48-C3R-1087.

**VII. STIPULATED PENALTIES**

50. In the event that Defendants fail to comply with any of the requirements of this Consent Order, Defendants shall immediately and automatically be jointly and severally liable for and shall pay stipulated penalties in accordance with the following schedule:

- (a) In order to allow Defendants to promptly address violations that may occur despite Defendants best efforts to prevent them, for the first fourteen (14) days of violations in a given calendar year, Defendants shall pay (\$0) per day. These fourteen days may be calculated by allowing one violation to occur for up to fourteen days, by allowing fourteen separate violations to occur for one day, or by some combination of violations between these two scenarios totalling fourteen days.
- (b) Defendants shall pay two hundred fifty dollars (\$250.00) per day, for each day any requirement of this Consent Order is violated, up to the first fifteen (15) to thirty (30) days of violation.
- (c) Defendants shall pay five hundred dollars (\$500.00) per day, for each day any requirement of this Consent Order is violated, between thirty-one (31) days and ninety (90) days of violation.
- (d) Defendants shall pay seven hundred fifty dollars (\$750.00) per day, for each day any requirement of this Consent Order is violated, greater than ninety (90) days of violation.

51. Stipulated penalties due under this Consent Order shall be due and owing without further demand by the State and shall be paid by check or money order, payable to "Treasurer, State of Ohio" and mailed to Scott Hainer or his successor, Paralegal, at the Office of the Attorney General of Ohio Environmental Enforcement Section, 30 East Broad Street, 25<sup>th</sup> Floor, Columbus, Ohio 43215.

**VIII. MISCELLANEOUS**

52. Nothing in this Consent Order shall affect Defendants' obligation to comply with all applicable federal, state or local laws, regulations, rules or ordinances, including any obligations to obtain licenses, permits or other authorizations as may be required by those laws, rules, regulations or ordinances.

53. Any acceptance by the State of Ohio of any payment, document or other work due hereunder subsequent to the time that the obligation is due under this Consent Order shall not relieve Defendants from the obligations created by this Consent Order.

54. Defendants shall inform the Ohio EPA and the Toledo/Lucas County Board of Health of any change or cessation of the business that is the subject of this action.

**IX. COSTS**

55. Defendants shall pay the court costs of this action.

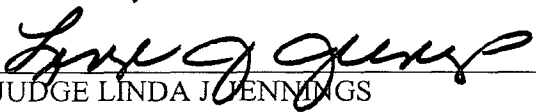
**X. CONTINUING JURISDICTION**

56. This Court shall retain jurisdiction over this action for the purpose of enforcing and administering Defendants' compliance with this Consent Order.

**XI. ENTRY OF CONSENT ORDER AND FINAL JUDGMENT BY CLERK**


57. Pursuant to Rule 58 of the Ohio Rules of Civil Procedure, upon the signing of this Consent Order by the Court, the clerk is hereby directed to enter it in the court's journal. Within three (3) days of entering the judgment in the journal, the clerk is hereby directed to serve upon the parties a notice of the judgment and the date of its journal entry in the manner prescribed by Rule 5(B) of the Ohio Rules of Civil Procedure and note the service in the appearance docket.

IT IS SO ORDERED.

  
\_\_\_\_\_  
JUDGE LINDA J. JENNINGS


9-22-14  
\_\_\_\_\_  
DATE

APPROVED BY:  
MICHAEL DEWINE  
OHIO ATTORNEY GENERAL

  
\_\_\_\_\_  
ROBERT EUBANKS (0073386)  
Assistant Attorney General  
Environmental Enforcement Section  
30 East Broad Street, 25<sup>th</sup> Floor  
Columbus, Ohio 43215-3400  
Telephone: (614) 466-2766  
Facsimile: (614) 644-1926  
[Robert.Eubanks@OhioAttorneyGeneral.gov](mailto:Robert.Eubanks@OhioAttorneyGeneral.gov)

WEDNESDAY M. SZOLLOSI (0075655)  
Assistant Attorney General  
Environmental Enforcement Section  
Toledo Regional Office  
One Government Center, Suite 1340  
Toledo, Ohio 43604-2261  
Telephone: (419) 245-2550  
Facsimile: (877) 626-9316  
[wednesday.szollosi@ohioattorneygeneral.gov](mailto:wednesday.szollosi@ohioattorneygeneral.gov)

*Counsel for Plaintiff, State of Ohio*

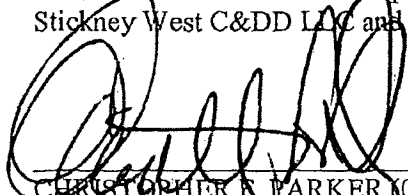
  
\_\_\_\_\_  
TODD S. DAVIS (0042650)  
Attorney at Law  
3 Hemisphere Way  
Bedford, Ohio 44146  
Telephone: (216) 464-4105  
Facsimile: (440) 439-4134  
[tdavis@hemispheredev.com](mailto:tdavis@hemispheredev.com)

CHRISTOPHER JONES (0046959)  
Calfee, Halter & Griswold LLP  
1100 Fifth Third Center  
21 East State Street  
Columbus, Ohio 43215-4243  
Telephone: (614) 621-7004  
Facsimile: (614) 621-0010  
cjones@calfee.com

MICHAEL A. CYPHERT (0007086)  
Walter Haverfield LLP  
The Tower at Erievew  
1301 East 9th Street, Ste 3500  
Cleveland, Ohio 44114-1821  
Telephone: (216) 928-2897  
Facsimile: (216) 916-2336  
mcyphert@walterhav.com

ERIK WINELAND (0072088)  
Gallagher Sharp  
420 Madison Avenue, Suite 1250  
Toledo, Ohio 43604  
Telephone: (419) 241-4860  
Facsimile: (419) 241-4866  
ewineland@gallaghersharp.com

Counsel for Defendants Hemisphere Ltd.,  
Stickney West C&DD LLC and Stickney Holdings LLC



CHRISTOPHER R. PARKER (0009338)  
Goranson Parker Bella Co. L.P./A.  
405 Madison Avenue, Suite 2200  
Toledo, Ohio 43604  
Telephone: (419) 244-9500  
Facsimile: (419) 244-9510  
cparker@gpblaw.com

Counsel for Defendant Stansley Mineral Resources, Inc.



**ATTACHMENT A**

**Property Description**

DESCRIPTION PARCEL 1

A PARCEL OF LAND BEING PART OF LOT 9 AND PART OF LOT 3 OF BISHOP FARM IN ORIGINAL LOT NO. 4 AND 5 OF THE GOVERNMENTAL SUBDIVISION OF SECTION 13, TOWNSHIP 9 SOUTH, RANGE 7 EAST, CITY OF TOLEDO, LUCAS COUNTY, OHIO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Attachment A

COMMENCING AT THE NORTHEAST CORNER OF ORIGINAL LOT NO. 4 OF THE GOVERNMENTAL SUBDIVISION OF SAID SECTION 13, ALSO BEING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 13; THENCE NORTH 89°43'03" WEST 1178.90 FEET ALONG THE NORTH LINE OF SAID ORIGINAL LOT 4 AND THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 13 TO THE WEST LINE OF LOT 3 BISHOP FARM, BEING 1178.76 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 4; THENCE SOUTH 00°35'26" EAST 1124.57 FEET ALONG SAID WEST LINE TO A CONCRETE MONUMENT FOUND; THENCE SOUTH 00°35'26" EAST 371.10 FEET CONTINUING ALONG SAID WEST LINE TO A IRON PIPE FOUND ON THE NORTH RIGHT OF WAY LINE OF CRODLEY ROAD; THENCE SOUTH 83°19'26" EAST 60.49 FEET ALONG SAID NORTH RIGHT OF WAY LINE TO A IRON ROD SET AT THE TRUE POINT OF BEGINNING; THENCE NORTH 00°35'26" WEST 166.50 FEET TO A IRON ROD SET; THENCE SOUTH 84°00'00" EAST 276.50 FEET TO A IRON ROD SET; THENCE SOUTH 06°10'00" WEST 89.13 FEET TO A IRON ROD SET; THENCE SOUTH 70°35'17" EAST 105.88 FEET TO A IRON ROD SET; THENCE SOUTH 71°33'07" EAST 279.23 FEET TO A IRON ROD SET; THENCE SOUTH 70°51'24" EAST 191.05 FEET TO A IRON ROD SET; THENCE SOUTH 79°53'07" EAST 116.39 FEET TO A IRON ROD SET; THENCE SOUTH 80°16'50" EAST 249.97 FEET TO A IRON ROD SET; THENCE SOUTH 85°22'09" EAST 391.84 FEET TO A IRON ROD SET ON THE WEST BANK OF THE RELOCATED OTTAWA RIVER; THENCE SOUTHWESTERLY ALONG SAID WEST BANK THE FOLLOWING 4 COURSES; SOUTH 29°54'33" WEST 466.97 FEET; SOUTH 30°48'22" WEST 200.02 FEET; SOUTH 33°55'49" WEST 173.91 FEET; SOUTH 04°08'42" WEST 95.26 FEET TO THE NORTH RIGHT-OF-WAY OF THE TOLEDO AND MICHIGAN BELT RAILROAD; THENCE NORTH 89°29'47" WEST 169.84 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO A CAPPED IRON ROD FOUND; THENCE NORTHWESTERLY CONTINUING ALONG SAID NORTH RIGHT-OF-WAY AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1060.49 FEET, A CENTRAL ANGLE OF 24°38'15" FOR AN ARC LENGTH OF 456.02 FEET, A CHORD OF NORTH 77°14'54" WEST 452.51 FEET TO A CAPPED IRON ROD FOUND; THENCE SOUTH 25°09'30" WEST 25.60 FEET CONTINUING ALONG SAID NORTH RIGHT-OF-WAY TO A CAPPED IRON ROD FOUND; THENCE NORTHWESTERLY CONTINUING ALONG SAID NORTH RIGHT-OF-WAY AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1332.42 FEET A CENTRAL ANGLE OF 08°32'50" FOR AN ARC LENGTH OF 198.77 FEET, A CHORD OF NORTH 60°18'14" WEST 198.58 FEET TO A CAPPED IRON ROD FOUND; THENCE NORTH 55°39'02" WEST 102.65 FEET CONTINUING ALONG SAID NORTH RIGHT-OF-WAY AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1420.00 FEET A CENTRAL ANGLE OF 13°30'03" FOR AN ARC LENGTH OF 334.60 FEET A CHORD OF NORTH 62°18'57" WEST 333.83 FEET TO A CONC. MONUMENT FOUND ON THE WEST LINE OF LOT 3 OF BISHOP FARM; THENCE NORTH 00°35'26" WEST 644.18 FEET ALONG SAID WEST LINE TO THE SOUTH RIGHT-OF-WAY LINE OF CRODLEY ROAD AS CONVEYED TO THE CITY OF TOLEDO BY DEED RECORDED IN VOLUME 380 PAGE 14 OF LUCAS COUNTY RECORD OF DEEDS; THENCE SOUTH 83°19'26" EAST 374.81 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF CRODLEY ROAD TO A POINT; THENCE SOUTH 70°21'26" EAST 264.72 FEET CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY TO A POINT; THENCE SOUTH 82°25'26" EAST 336.93 FEET CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY TO THE EAST END OF CRODLEY ROAD, BEING 225.06 FEET WEST OF THE EAST LINE OF ORIGINAL LOT NO. 5; THENCE NORTH 00°35'26" EAST 20.71 FEET ALONG SAID LINE BEING 225.06 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID ORIGINAL LOT NO. 5 TO THE NORTH RIGHT-OF-WAY LINE OF CRODLEY ROAD; THENCE NORTH 82°25'26" WEST 331.95 FEET ALONG SAID NORTH RIGHT-OF-WAY TO A POINT; THENCE NORTH 70°21'26" WEST 264.88 FEET CONTINUING ALONG SAID NORTH RIGHT-OF-WAY TO A POINT; THENCE NORTH 83°19'26" WEST 319.14 FEET CONTINUING ALONG SAID NORTH RIGHT-OF-WAY TO THE POINT OF BEGINNING AND CONTAINING 27.575 ACRES MORE OR LESS AND SUBJECT TO ALL LEGAL EASEMENTS AND RESTRICTIONS OF RECORD ACCORDING TO A SURVEY MADE BY MANNING & SMITH, INC. IN JANUARY 1999.

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**ATTACHMENT B**

**Emergency Response Fire Abatement Investigation Plan**



## Memorandum

**Project Name:** Stickney Recycling Emergency Response – Proposed Emergency Response Fire Abatement Investigation Plan  
**Project Number:** HEM136.100.0116  
**Prepared by:** Angela M. Gerdeman, P.E.  
**Reviewed by:** Philip A. Hicks, P.E.  
**Date:** June 10, 2014  
**Distribution:** Todd S. Davis, Esq.

The purpose of this memorandum is to discuss the details of certain emergency response activities required by relevant regulatory authorities consisting of the proposed temperature and carbon monoxide monitoring plan for the Stickney Recycling Landfill (Landfill).

### PROJECT BACKGROUND

At the request of Ohio EPA, the Toledo Lucas County Health Department and the Ohio Attorney General's Office (collectively the "Regulatory Authorities"), Hull & Associates, Inc. (Hull) was contracted by Stickney West C&DD, LLC (Client) to develop and implement an emergency response investigation plan to help determine whether the fire at the Stickney Recycling Landfill (Landfill) located at 4425 Creekside Avenue in Toledo, Ohio has been completely abated. The Regulatory Authorities have required that the Client immediately conduct monitoring of temperature and carbon monoxide within the Landfill, on an emergency basis, to determine whether the fire at the Landfill has been extinguished, which the Regulatory Authorities contend, poses an imminent and substantial threat to human health, safety and the environment.

### SPECIFIC DESIGN CRITERIA

1. Develop a monitoring plan that will monitor the temperature and carbon monoxide in several locations along the sides of the Landfill where fire was located.
2. Develop a monitoring plan that will monitor the temperature and carbon monoxide at various depths within the Landfill consisting of the installation of monitoring probes to help determine the temperature and carbon monoxide profile within the vertical waste mass.
3. The monitoring well materials will need to withstand an atmosphere of high heat.

### PROPOSED MONITORING PLAN

#### Proposed Monitoring Probe Locations

Figure 1 provides the proposed locations of four monitoring probes. Monitoring Probe #1 (MP#1) is located in the northeast corner of the active disposal cell, MP#2 is located in the northwest corner of the active disposal cell just east of the haul road, MP#3 is located in the southwest corner of the active disposal cell, and MP#4 is located along the northern edge of the active disposal cell between MP#1 and MP#2. The monitoring probes have been located to provide necessary information and avoid locations of covered asbestos-containing material, based on the Landfill's records. The actual locations of the monitoring probes may be adjusted based on actual field conditions (i.e., existing grades and contours

post-fire activities) that are encountered and will be documented upon installation. During installation activities, the monitoring probes shall be properly logged to note any visual charring, flames, smoke, and/or odors. In addition, the temperature of the cores shall be determined using an infrared thermometer and documented accordingly.

#### **Proposed Monitoring Probe Detail**

Figure 2 provides the proposed temperature/carbon monoxide monitoring probe detail. Based on the proposed monitoring probe locations and the current topography data (i.e. field topography dated March 31, 2014), the approximate depth of the probes will be between approximately 50 and 60 feet below ground surface (bgs). This estimated depth is based on the base of the probes being approximately five feet above the top of the leachate collection system grade. Note that this approximate depth could vary based on any grading changes that have occurred since the March 31, 2014 field survey.

Each of the four nested landfill monitoring probes will monitor shallow, intermediate and deep zones within the waste. Rotasonic or other appropriate drilling methods will be used to bore down to a targeted depth estimated to be between 50 and 60 feet below the landfill ground surface. A total of three temperature probes and three carbon monoxide probes will be installed at each of the four monitoring locations (one within each zone). The carbon monoxide probes will be constructed of 1.0-inch internal diameter 304 stainless steel, schedule 5 riser, and 0.010-inch wire wrap stainless steel well screens, minimum of 2.5 feet in length, and located within a sand pack at each monitoring zone. The thermocouple temperature probes shall be type K (high-temperature stainless steel) and will also be installed in the sand pack within each of the screened intervals to measure the vertical temperature gradient in the Landfill. Figure 2 provides the general design of the monitoring probes. In general, the deepest screened interval at each monitoring point is anticipated to be between approximately 49 and 57 feet bgs. The intermediate screened interval will be set between approximately 28 and 36 feet bgs, and the shallow interval will be set between approximately 10 and 15 feet bgs. An above-ground locking well protective cover will be installed over the probes set in a minimum of one foot of soil and finished at grade to promote proper drainage away from the probe nest.

#### **Proposed Probe Temperature and Carbon Monoxide Monitoring**

Figure 2 shows the interior of the nested monitoring probes. Carbon monoxide will be collected in tedlar bags via a personal sample pump from a tube inserted down the 1.0-inch riser, which extends down to the appropriate monitoring zone. The sampling riser and tube shall be adequately purged by removing at least a volume of air equivalent to the riser/tube volume prior to collection of the sample. The purge time calculations shall be based on pump specifications and field verified. Carbon monoxide may also be monitored at the site instantaneously via a 4-gas meter or MultiRae meter as a secondary action, if applicable. The temperature within each zone will be obtained from three separate temperature probes and continuously recorded onto a data logger located on the ground surface.

We propose the following monitoring program:

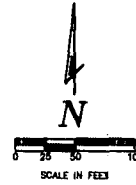
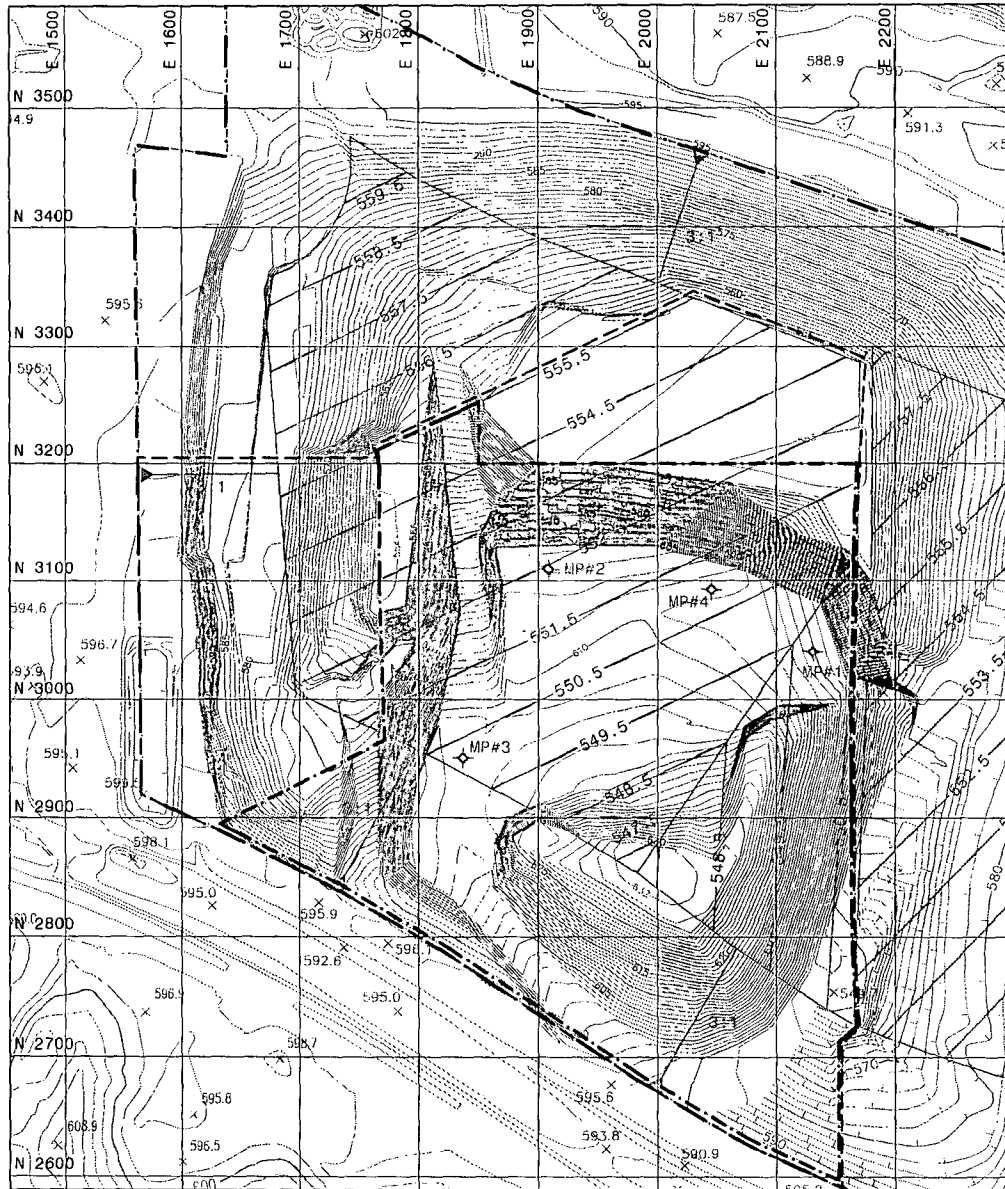
1. Obtain carbon monoxide samples (as soon as practical) from each monitoring zone within each monitoring probe and analyze using ATSM D1946 (or approved equivalent). Temperature data will be obtained from each monitoring zone within each monitoring probe once a day (at a minimum) at approximately the same time each day for the first three days and downloaded onto a computer to evaluate the data. The Ohio EPA may concurrently split sample for carbon monoxide and temperature readings at the Facility.
2. If the carbon monoxide sample results are greater than or equal to 100 part per million by volume (ppmv), additional rounds of sampling may be required. If the carbon monoxide results are below 100 ppmv, carbon monoxide monitoring may cease. If the temperature readings increase to a level of concern (above 131 degrees Fahrenheit),

additional carbon monoxide monitoring may be required even if the initial data was below 100 ppmv. If the temperature readings are within "normal" ranges, monitoring would cease.


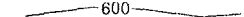



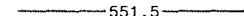

3. If the sample results are above 100 ppmv and/or readings are outside "normal" ranges (at or below 131 degrees Fahrenheit), Hull will meet with Ohio EPA to discuss supplemental monitoring requests. [Note: Indications of carbon monoxide above 100 ppmv and/or temperature readings above 131 degrees Fahrenheit are not definitive indications that an underground fire exist at the Landfill. For example, Federal Emergency Management Agency (FEMA) notes that California has adopted regulations that a carbon monoxide reading of 1,000 ppmv is considered a positive indication of an active underground fire.]
4. The monitoring probes shall be left in place for future monitoring for as long as practical and only be abandoned upon approval by Ohio EPA. Results from the initial round of data collection will be collectively discussed between the Landfill, Hull and the Ohio EPA to determine future sampling necessities and frequencies.

**Proposed Reporting to Ohio EPA**

1. Submit a summary letter report of monitoring probe installation and data obtained during the initial monitoring program. The report will be submitted to Ohio EPA within one week of completing the monitoring.



**LEGEND**

-  PROPERTY LINE
-  600 EXISTING GRADE
-  INACTIVE LICENSED DISPOSAL AREA (ILDA)
-  ACTIVE LICENSED DISPOSAL AREA (ALDA)
-  CURRENT CERTIFICATION LIMIT
-  551.5 PERMITTED TOP OF DRAINAGE LAYER
-  MP#1 PROPOSED TEMPERATURE/CARBON MONOXIDE (CO) MONITORING PROBE LOCATION

**NOTE:**

THE TOPOGRAPHIC INFORMATION FOR THE SITE IS BASED ON AERIAL TOPOGRAPHIC SURVEYS PROVIDED BY GEO-ONE (DATE OF PHOTOGRAPHY: 3/12/97) AND KUCERA INTERNATIONAL INC. (DATE OF PHOTOGRAPHY: 2/1/10) (VERT. ELEV. DATUM NGVD 1929) AND BY MANNIK & SMITH FIELD SURVEYS ON 2/28/11, 2/29/12 AND 3/31/14.

MONITORING LOCATION	COORDINATES		APPROXIMATE DEPTH BELOW GROUND SURFACE
	NORTHING	EASTING	
MP#1	3040	2130	51'
MP#2	3110	1908	49'
MP#3	2951	1836	57'
MP#4	3093	2045	54'



BROWNFIELDS  
SHALE OIL & GAS  
WASTE MANAGEMENT  
ENVIRONMENTAL  
ALTERNATIVE ENERGY

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2403 SLEIGHDALE AVE. PHONE: (419) 385-2018  
SUITE 300 FAX: (419) 385-5187  
TOLEDO, OHIO 43614 WWW.HULLINC.COM

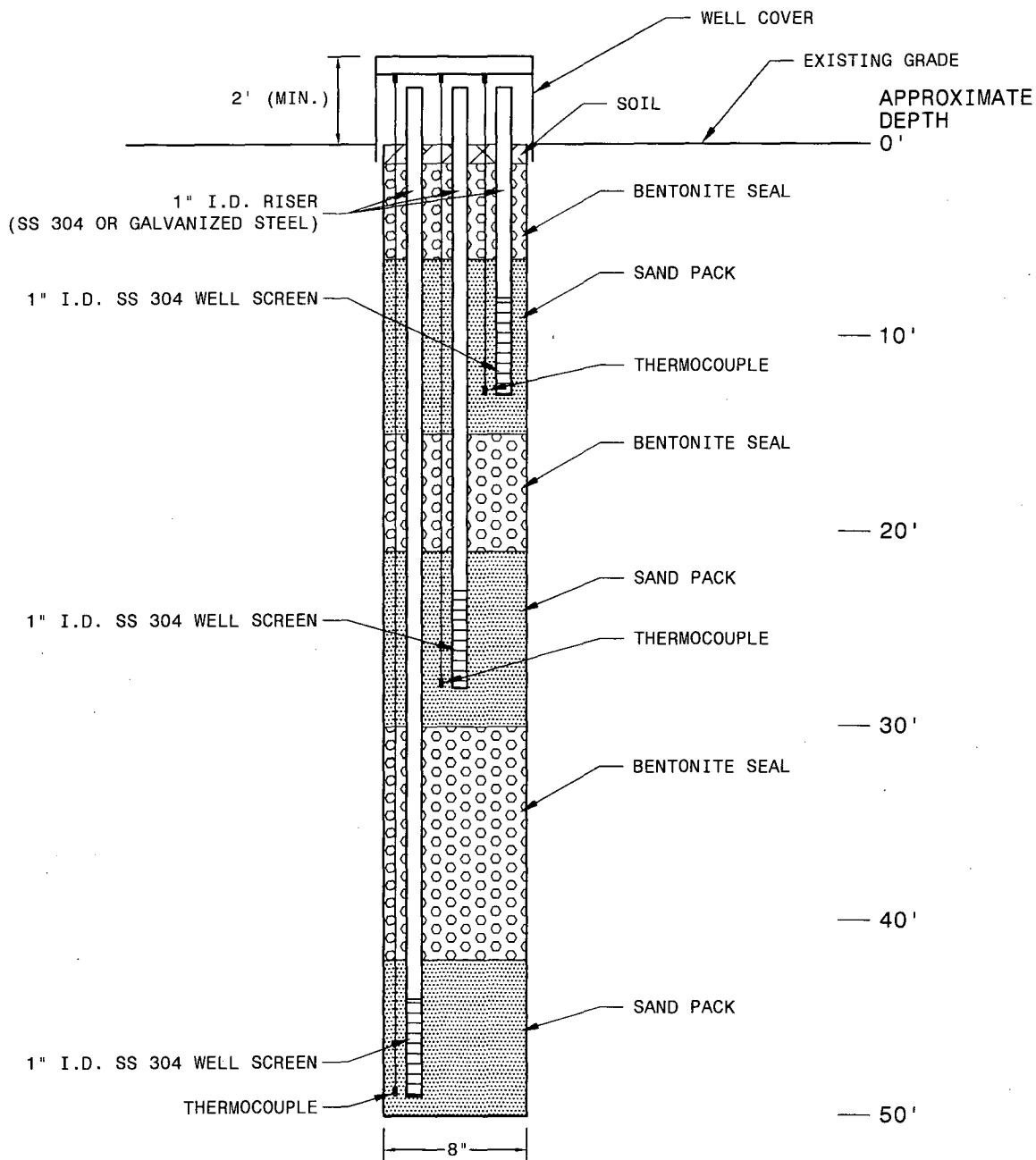
STICKNEY RECYCLING

**FIGURE 1**  
**PROPOSED TEMPERATURE/CARBON**  
**MONOXIDE PROBE LOCATION PLAN**

TOLEDO, LUCAS COUNTY, OHIO

PROJECT NO.: HEM136	SUBMITTAL DATE: JUNE 2014
CAD DWG FILE: HEM136.100.0086 SAH	PLOT DATE: 6/9/14





STICKNEY RECYCLING

FIGURE 2  
PROPOSED TEMPERATURE/CARBON  
MONOXIDE PROBE DETAIL

TOLEDO, LUCAS COUNTY, OHIO



BROWNFIELDS  
SHALE OIL & GAS  
WASTE MANAGEMENT  
ENVIRONMENTAL  
ALTERNATIVE ENERGY

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3401 Glendale Ave. Phone: (419) 385-2018  
Suite 300 Fax: (419) 385-5487  
Toledo, Ohio 43614 www.hullinc.com

PROJECT NO.: HEM136

SUBMITTAL DATE: JUNE 2014

CAD DWG FILE: HEM136.100.0097 SAH

PLOT DATE: 6/9/14

**ATTACHMENT C**

**Temporary Leachate Management Plan**



---

## Memorandum (Attachment C)

**Project Name:** Stickney Recycling – Temporary Leachate Management Plan  
**Project Number:** HEM136.100.0171  
**Prepared by:** Philip A. Hicks, PE, and Robert E. Phillips  
**Reviewed by:**  
**Date:** September 10, 2014  
**Distribution:** Todd S. Davis, Esq., and John H. Hull, PE

---

The purpose of this memorandum is to outline an approach and detail methods to temporarily manage leachate generated from newly constructed Active Licensed Disposal Area (ALDA) at the Stickney Recycling Landfill (Landfill), prior to recertification and concurrence of the existing downgradient leachate collection system (LCS) by the Toledo-Lucas County Health Department and Ohio EPA.

### PROJECT BACKGROUND

At the request of Ohio EPA, the Toledo-Lucas County Health Department and the Ohio Attorney General's Office (collectively the "Regulatory Authorities"), Hull & Associates, Inc. (Hull) was contracted by Stickney West C&DD, LLC (Client) to develop a Temporary Leachate Management Plan to permit debris placement within newly constructed and certified ALDA at the Stickney Recycling Landfill (Landfill) located at 4425 Creekside Avenue in Toledo, Ohio. Until the existing LCS is recertified and concurred with, the Client must implement the Temporary Leachate Management Plan (Plan) to accept debris per the Consent Order. This Plan outlines procedures to maintain leachate levels, contain leachate, and minimize disruption to the Landfill's operation.

### PLAN OBJECTIVES

The following primary plan objectives are intended to:

1. develop a temporary leachate management plan, which, when implemented, will allow the Facility to maintain daily compliance with OAC Rule 3745-400-11(P);
2. facilitate the operation of the temporary leachate management system without interruption to the existing automated LCS;
3. provide proper secondary containment of the leachate outside the limits of ALDA by use of dual-contained lines;
4. include flexibility of the discharge line to minimize conflicts with the Facility's operations without terminating the management system; and
5. support new fill operations within the limit of the 2014 certified ALDA prior to verifying the integrity of and/or reconstructing the existing LCS system.

## PROPOSED MANAGEMENT PLAN

### Proposed Management Procedure

Hull understands that the Regulatory Authorities have concerns that the existing LCS at the Landfill may have been compromised during recent fire activities. Prior to confirming the integrity of the system, a temporary leachate management system is proposed to allow the Facility to accept and dispose of debris consistent with the terms of the 2014 Consent Order. Figure 1 provides the approximate locations of the proposed leachate management system, including the collection sump, portable centrifugal pump, discharge line, dual-containment line, connection to the backup storage tanks, and drainage to the existing transfer line that connects to the City of Toledo Sanitary Sewer System. Figure 2 reflects the general flow of the temporary leachate system in conjunction with the existing LCS. Figure 3 provides details on the proposed connections and valves to operate the system concurrently.

To properly manage leachate, the following procedures shall be completed:

1. The landfill supervisor and on-site personnel responsible for maintaining the temporary leachate management system, shall be competent and familiar with the temporary leachate management system's (pump, discharge line, etc.) operational requirements and the discharge capabilities (flow conditions, capacities, etc.) of the existing leachate transfer system.
2. A temporary sump will be located in the southeastern corner of the Northern Cell<sup>1</sup> to collect leachate that is generated during the acceptance of debris within the Northern Cell. The sump shall be inspected and remain free of debris that could potentially clog the pump. A filtration berm (aggregate wrapped in a geotextile filter fabric) may be utilized to reduce sediments from flowing into the sump. This filtration berm shall be inspected to ensure flow through the berm is not being restricted. After termination of the temporary management system, the sump shall be filled with an engineered low permeability material (i.e. AquaBlok® or approved equal).
3. A portable centrifugal pump will be located adjacent to the collection sump. This pump shall be of adequate size to maintain the leachate level in accordance with OAC Rule 3745-400-11(P). The current pump is oversized relative to the anticipated collection volume and will require adjustments to accommodate actual weather conditions that occur. This temporary pump will be gas/diesel and will have the ability to run for at least 12 hours before requiring re-filling. This pumping system is not automated and will require manual oversight.
4. A discharge line from the portable pump will be connected to the existing leachate collection system as detailed in Figure 3. The location of this line may vary and will be dependent on the Facility's operations. To provide adequate secondary containment, any portions of this line that are outside of the ALDA or placed on surfaces that drain outward from the ALDA shall be dual-contained. Leachate from the Northern Cell will be managed through discharge to the existing backup storage tanks or to the City of Toledo Sanitary Sewer System. When discharging to the existing backup leachate collection tanks, the leachate level within the tanks will be adequately monitored to ensure the tanks do not overflow. The proposed connection of the temporary leachate management system to the existing LCS will allow the existing LCS and the temporary system to operate concurrently. In addition, the proposed connection will allow the existing backup storage tanks to drain to the City of Toledo Sanitary Sewer System concurrent with the operation of the existing LCS. This system has been designed with check valves and operable valves to allow field adjustments for refining the flow. This temporary system is based on operation during

warm weather (above freezing temperatures). In the event sustained freezing conditions become a realistic issue, a revised temporary design will be provided for Regulatory Authorities approval.

5. Routine maintenance inspections shall be completed on this system to verify its integrity and to identify any potential operating issues. Prior to initiating operation of the system, an overall comprehensive inspection shall be performed.
6. Following all precipitation events, the temporary management system shall be operated to remove leachate collected within the sump to maintain compliance with OAC Rule 3745-400-11(P).
7. During operation of the temporary management system, all components shall be monitored for deficiency and/or issues. If any deficiencies or issues are identified, additional countermeasures shall be implemented as soon as practical.

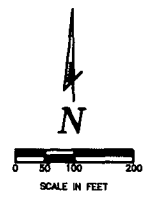
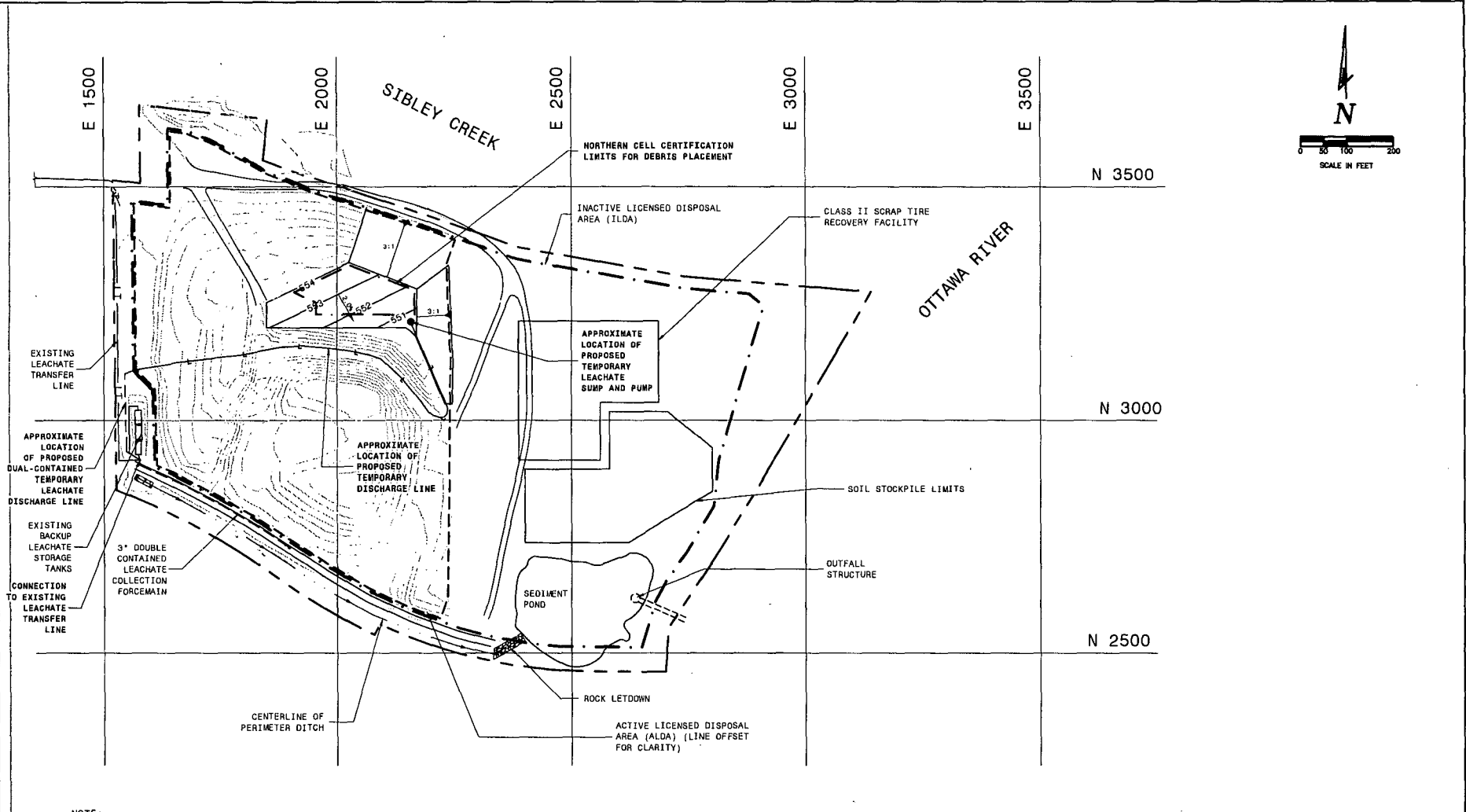
If the existing LCS investigation determines that the existing shredded tire drainage media is not impacted, the use of the temporary leachate management system may still be utilized to maintain compliance with OAC Rule 3745-400-11(P) until expanded fill activities are initiated in compliance with the Consent Order and modification proposed in the 2015 License Application . Similarly, if investigation determines that the existing shredded tire drainage media has been compromised, a revised permanent leachate collection system shall be designed, submitted and constructed for the Northern Cell consistent with the requirements of the 2014 Consent Order. This permanent system will be incorporated into the overall Facility design.

#### **Project Schedule**

The Facility is currently operating a similar management system to reduce leachate levels within the Northern Cell. Upon concurrence of this plan by the Regulatory Authority, the Facility will construct, certify, and implement the proposed temporary management system prior to acceptance of any debris.

*Footnote 1: The Northern Cell refers to the northern portion of the western cell, which is currently being certified and is associated with the temporary leachate management system.*

**FIGURES**



NOTE:  
 THE LOCATION OF THE PROPOSED TEMPORARY DISCHARGE LINE MAY VARY AND WILL BE DEPENDENT ON FIELD OPERATIONS. ALL DISCHARGE LINES OUTSIDE OF THE ALDA OR PLACED ON SURFACES THAT DRAIN OUTWARD FROM THE ALDA SHALL BE DUAL-CONTAINED.

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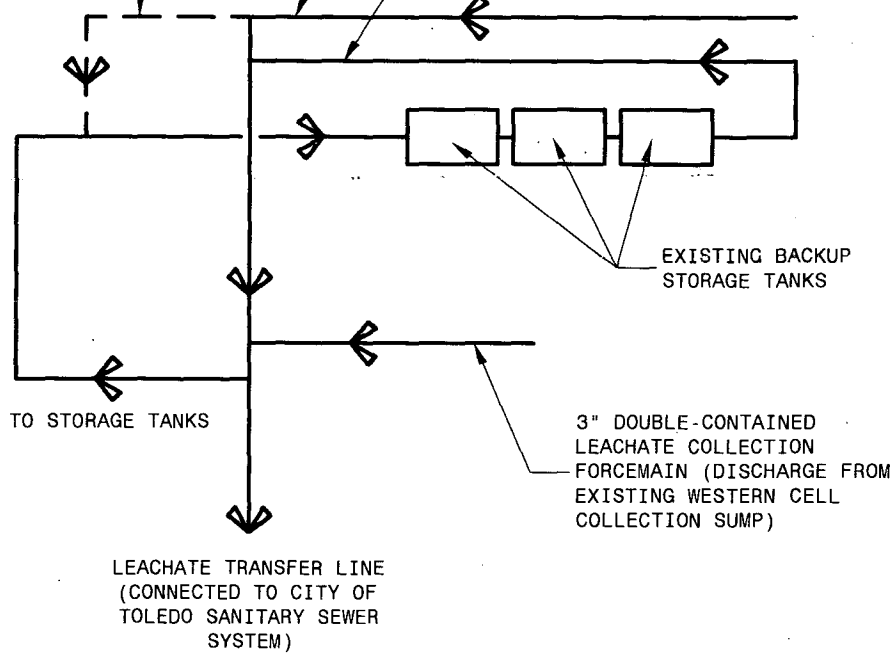
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STICKNEY RECYCLING TEMPORARY LEACHATE MANAGEMENT PLAN	
<b>FIGURE 1 SITE PLAN</b>	
TOLEDO, LUCAS COUNTY, OHIO	
PROJECT NO.: HEM136	SUBMITTAL DATE: SEPTEMBER 2014
CAD DWG FILE: HEM136.100.0198	PLOT DATE: 9/10/14

ALTERNATE DUAL-CONTAINED  
TEMPORARY LEACHATE  
DISCHARGE LINE

DUAL-CONTAINED TEMPORARY  
LEACHATE DISCHARGE LINE

TEMPORARY LEACHATE DRAINAGE  
LINE FROM EXISTING BACKUP  
STORAGE TANKS



EXISTING BACKUP  
STORAGE TANKS

3" DOUBLE-CONTAINED  
LEACHATE COLLECTION  
FORCEMAIN (DISCHARGE FROM  
EXISTING WESTERN CELL  
COLLECTION SUMP)

NOTE:  
DURING CONSTRUCTION AND  
CERTIFICATION OF THE  
TEMPORARY LEACHATE  
MANAGEMENT SYSTEM, LEACHATE  
FROM THE NORTHERN CELL MAY  
BE DISCHARGED TO THE  
EXISTING BACKUP STORAGE  
TANKS



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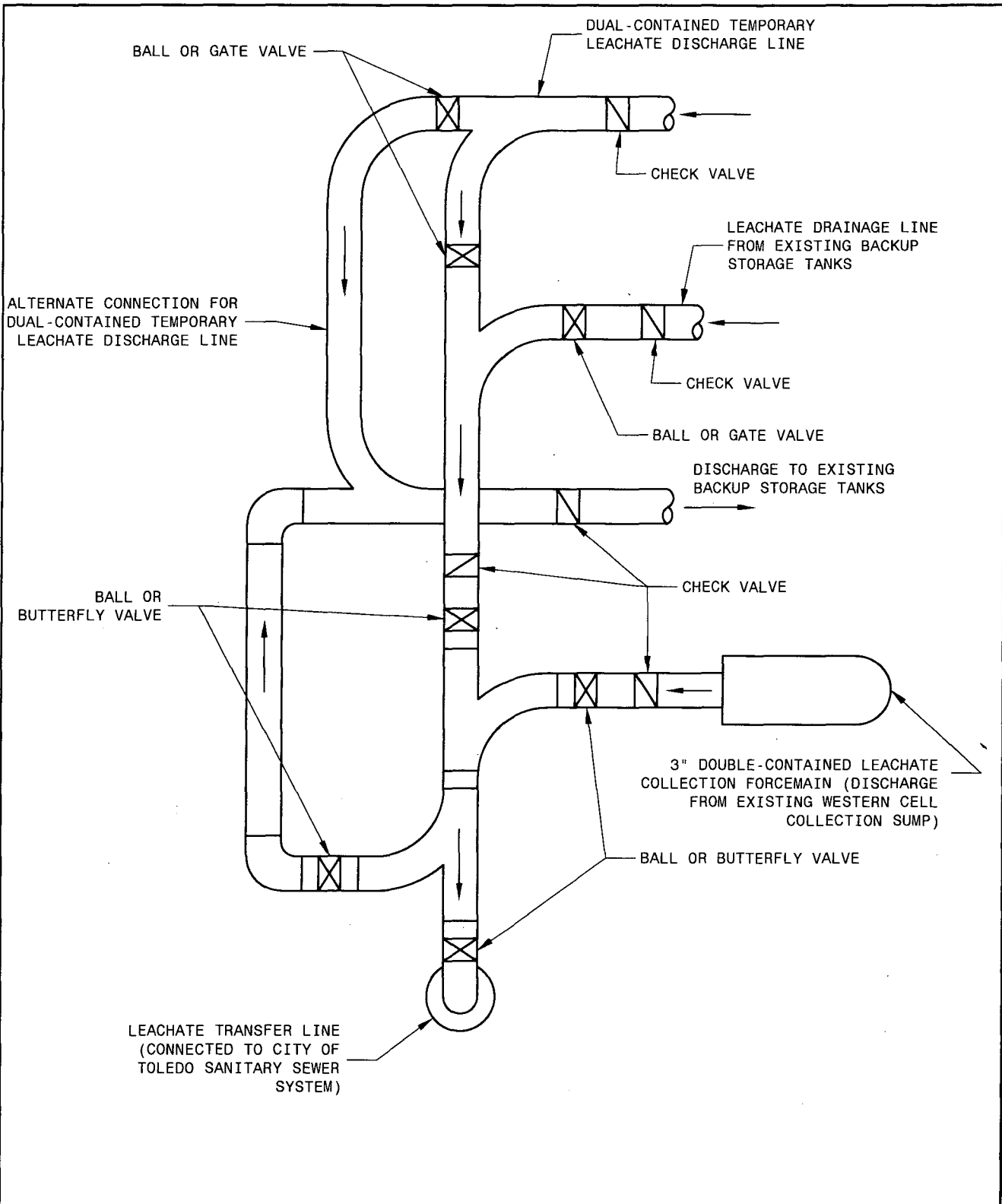
STICKNEY RECYCLING

FIGURE 2  
LEACHATE MANAGEMENT FLOW DIAGRAM

CITY OF TOLEDO, LUCAS COUNTY, OHIO

PROJECT NO.: HEM136	SUBMITTAL DATE: SEPTEMBER 2013
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FIGURE 3  
 LEACHATE MANAGEMENT CONNECTION DETAIL

CITY OF TOLEDO, LUCAS COUNTY, OHIO

PROJECT NO.: HEM136	SUBMITTAL DATE: SEPTEMBER 2014
CAD DWG FILE: HEM136.100.0201 SAH	PLOT DATE: 9/8/14

**ATTACHMENT D**

**Leachate Collection System Assessment Plan**



## Memorandum

**Project Name:** Stickney Recycling – Existing Tire Shred Investigation Work Plan/Existing Shredded Tire Drainage Media Investigation  
**Project Number:** HEM136.100.0161  
**Prepared by:** Philip A. Hicks, PE, and Robert E. Phillips  
**Reviewed by:**  
**Date:** August 21, 2014  
**Distribution:** Todd S. Davis, Esq., and John H. Hull, PE

The purpose of this memorandum is to outline an approach and detail methods to investigate the integrity of the existing tire shred drainage layer of the leachate collection system at the Stickney Recycling Landfill (Landfill), in the edge of the north boundary of the previously constructed and certified fill area to assess the feasibility of a tie-in of the recently recertified north area.

### PROJECT BACKGROUND

At the request of Ohio EPA, the Toledo Lucas County Health Department and the Ohio Attorney General's Office (collectively the "Regulatory Authorities"), Hull & Associates, Inc. (Hull) was contracted by Stickney West C&DD, LLC (Client) to develop and implement an emergency response investigation plan to help determine whether the fire at the Stickney Recycling Landfill (Landfill) located at 4425 Creekside Avenue in Toledo, Ohio has been completely abated. Following the fire, the Client must demonstrate that the previously installed leachate collection system under the northern edge of the existing fill maintains its designed integrity and was not damaged during the fire at the Landfill. This Investigation Work Plan (Plan) outlines procedures to permit the assessment of the leachate collection system including documentation and safety protocols to minimize O<sub>2</sub> intrusion during the investigation, which theoretically could exacerbate any existing fire at the landfill, if any, during the necessary removal of the protective one-foot surface soil layer.

### PLAN OBJECTIVES

The following primary plan objectives are intended to:

1. develop an investigative work plan that, when implemented, will permit the safe evaluation of the integrity of the existing tire shred drainage layer of the leachate collection system shredded tire drainage media in the pre-2014 certified fill area at the Landfill;
2. include controls to suppress oxygen entering the system that could otherwise increase the risk of combustion during investigation activities;
3. include site-safety measures for both slope stability and fire suppression during excavation; and
4. support new fill operations within the limit of the 2014 certified area upon verification of the integrity of the existing system after implementation of the investigation.

## PROPOSED INVESTIGATION WORK PLAN

### Proposed Investigation Procedure

Hull understands that the Regulatory Authorities have concerns that the fires at the Landfill may have melted, undergone pyrolysis, or otherwise compromised the 18-inch (minimum) shredded tire drainage layer of the leachate collection system under the existing fill. To confirm the integrity of the system, a series of excavations to perform visual inspections is proposed. Figure 1 provides the proposed locations of seven excavations. The Toledo-Lucas County Health Department and/or Ohio EPA will be notified a minimum of 3 days prior to implementation of the plan.

To complete the investigation safely, the following program steps shall be completed in order:

1. The project investigation team, including engineers, safety personnel, and equipment operators, will conduct a review of a project-specific Health & Safety Plan, which shall be developed to reflect the unique project attributes.
2. Excavations will be located adjacent to the pre-2014 certification area, at the base of the northern edge fill slope. Work will progress from the western side of the slope, at EX#1, eastward, to EX#7, with only one exposed excavation at a time. This phasing approach is proposed because the western portion of the slope is farthest from the areas that recently experienced fires, has the most gradual slopes, and has been identified as an area where debris material has been placed beyond the certified limits of fill. The individual locations will be excavated a minimum 10 feet into the waste to adequately investigate the existing tire shred leachate drainage layer. Excavations are spaced at approximately 50-foot intervals, consistent with the approved leachate collection system certification sampling frequency. These locations are approximated for planning purposes and are subject to change based on conditions in the field and discretion of the field engineer and safety officer. A two-foot bucket excavator will be used during excavation. A four foot base of excavation was used in calculations to be conservative for material handling, timing purposes, and cost estimations. Figure 1 summarizes the proposed locations, volumes, and exposed surface area of the excavations and Figure 2 shows typical excavation cross-sections.
3. Prior to excavation, carbon dioxide (CO<sub>2</sub>) will be injected into the excavated area to minimize the intrusion of oxygen, thereby mitigating the risk of an ignition and/or re-ignition of waste. The amount of CO<sub>2</sub> to be injected into each excavation was determined by the volume of material excavated, plus "X", an assumed fill porosity of 40%, and a minimum CO<sub>2</sub> to air volume ratio of 1.59. Minimum volume ratios to prevent combustion are included in the Appendix for several gasses, ranging from 0.33 (methane) to 1.59 (carbon disulfide). The volume ratio of 1.59 was used in calculations to conservatively estimate the amount of CO<sub>2</sub> required for an additional factor of safety. An approximately two-foot bucket excavator will be used during excavation, but a four-foot base of the excavation was used in calculating the required amount of CO<sub>2</sub> as to fill voids beyond the direct limits of excavation. Using this approach, the amount of CO<sub>2</sub> required for each excavation and the total amount required is summarized in Table 2. CO<sub>2</sub> will be injected via a probe with a gauge to measure the depth and slowly be withdrawn as to disperse the CO<sub>2</sub> throughout the target area. 100 pound capacity CO<sub>2</sub> fire extinguisher wheeled units will be used. Individual excavations will proceed from the top down.
4. During excavation, fire suppressing foam (Foam) will be applied to the exposed surface area. The Foam will be applied in phases as the material is removed. The Foam will be a

low-expansion, 3% Aqueous Film Forming Foam (AFFF) concentrate solution applied to the surface with approximately two-inch thickness. The foam solution will be applied with an air aspirating nozzle as to immediately visualize the expansion of the material. The Foam is a secondary precaution providing an added factor of safety, supporting the injection of the CO<sub>2</sub> to minimize the intrusion of oxygen, thereby mitigating the risk of an ignition and/or re-ignition of waste. The two-inch application of the Foam will be visually confirmed, with more supply on-site ready to be applied if deemed necessary by the field engineer. The expansion ratio of the Foam concentrate was assumed to be 8:1 after passed through the air aspirating nozzle. A general foam information packet is included in the Appendix as a reference.

5. Once the existing drainage layer (tire shreds) is reached and 10 feet of the drainage layer is exposed, a minimum of three photographs will be taken of each excavation by the field engineer. Photographs will be taken to document the integrity of the shredded tire leachate drainage media and will be taken at the completion of each excavation. Photographs will be taken with a GPS and time-stamped camera to validate the location and time of the images in the office for internal reviews and for Ohio EPA review.
6. During excavation activities, remote slope monitoring will be performed by a properly trained and competent person (Slope Monitor) under the direction of a professional to ensure that safe conditions are maintained. The Slope Monitor will be stationary and positioned to observe the working-face of the excavation and surrounding slope for any failures or soil movement. One safety observer within line of sight of the Slope Monitor and field engineer will be present to promptly notify the field engineer observing the excavation work of any apparent movement of fill indicating unstable slope conditions as notified by the Slope Monitor. More details of the safety protocols are included in the project-specific Health & Safety Plan.
7. Excavated material will be stockpiled for reuse as fill material above the new drainage layer and geotextile layer during backfilling activities. The remaining material removed during excavation and not used for backfill, will be properly managed within contiguous disposal areas.
8. Once an excavation is completed, clean drainage media (minimum of 12 inches of aggregate or a minimum of 18 inches of clean shredded tires) will be placed along the base of the excavation to replace the removed shredded tires in the areas investigated. The new drainage media will be covered by an eight-oz nonwoven geotextile layer to prevent sediments from infiltrating the new drainage media. The remaining volume of the excavation will be filled with the previously exhumed debris to the contiguous debris grades. A soil cover (minimum of 12 inches thick) will be placed over the replaced debris to the original grade, to prevent future intrusion of O<sub>2</sub>. The drainage media will be placed by the excavator, the geotextile will be pre-cut and placed using a rod and dislodged when the previously exhumed debris is replaced over the geotextile. Backfill material to replace the interim slope will be placed by the excavator. Material quantities required for the backfilling of each excavation and the total quantities required are summarized in Table 3, and typical cross-sections are shown in Figure 3. Subsequent investigation activities (including injection of CO<sub>2</sub>) will not begin until all work activities have been completed at the previous investigation area as directed by the field engineer.

Should any of the excavations show evidence of a compromised shredded tire drainage layer, an additional investigatory excavation may be conducted approximately half-way (approximately 25 feet) between the location where the compromised layer has been identified and the previous excavation

MEMORANDUM  
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August 21, 2014  
Page 4

location. The compromised layer location will be noted and photographed to show the extent of the damage. The additional excavation would supplement the investigative work plan to identify if the compromised area is a localized failure or if there is larger damage to the system. On-site personnel will consult the field engineer to determine if an additional excavation is warranted. It may not be if subsequent excavations show that the tire shred layer is in good condition.

**Proposed Reporting to Ohio EPA**

1. Hull will submit a summary letter report of the investigation activities, including photographs of the system and recommended next steps. The report will be submitted to Ohio EPA within one week of completing the investigation.

**Project Schedule and Budget**

Upon authorization, Hull is prepared to coordinate and complete the work outlined in this memorandum. We expect that arranging for materials and equipment may take one week, field activities may take two days, and the reporting requirements may take be completed within three days upon completion of field activities.

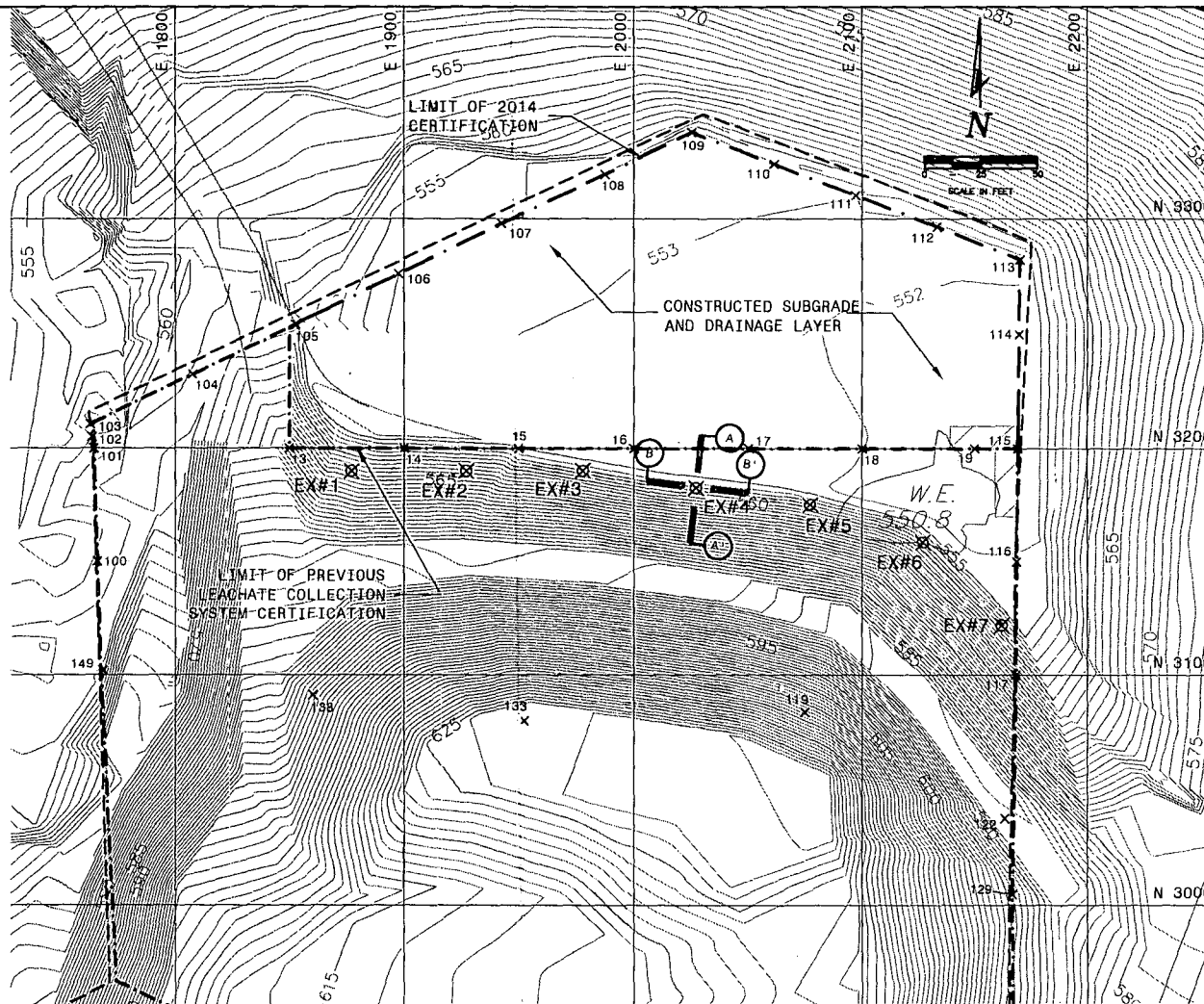
**FIGURES AND TABLES**

**LEGEND**

- 580 — EXISTING GRADE
- 551.3 x EXISTING SPOT ELEVATION
- - - - - ACTIVE LICENSED DISPOSAL AREA (ALDA)
- EX#1 x EXISTING SHREDDED TIRE DRAINAGE MEDIA EXCAVATION LOCATION
- - - - - 2014 SUBGRADE RECONSTRUCTION AND LCS DRAINAGE LAYER INSTALLATION CERTIFICATION
- - - - - LIMIT OF PREVIOUS LEACHATE COLLECTION SYSTEM CERTIFICATION (CERTIFICATION SURVEY DATED DECEMBER 2, 2013)
- 100 x CERTIFICATION POINT LOCATION/LIMIT OF CERTIFICATION
- [Hatched Box] APPROXIMATE RECONSTRUCTION AREA

**NOTES:**

1. EXCAVATION LOCATIONS ARE A MINIMUM OF 10' SOUTH OF THE LIMIT OF THE PREVIOUS (2013) LEACHATE COLLECTION SYSTEM CERTIFICATION AND A MINIMUM OF 10' SOUTH OF THE TOE OF THE DEBRIS. LOCATIONS ARE SPACED AT APPROXIMATELY 50' INTERVALS ALONG THE TOE OF SLOPE, CONSISTENT WITH THE LEACHATE COLLECTION SYSTEM CERTIFICATION SAMPLE FREQUENCY HISTORICALLY USED FOR CELL CONSTRUCTION DOCUMENTATION.
2. EXCAVATIONS WILL BEGIN IN THE WEST, AT LOCATION 1, AND CONTINUE EAST, TO LOCATION 7, WITH ONLY ONE EXPOSED WORKING FACE AT ANY TIME.
3. THE TOPOGRAPHY SHOWN WAS OBTAINED FROM A FIELD SURVEY PERFORMED BY THE MANNIK & SMITH GROUP (DATED MAY 30, 2014).



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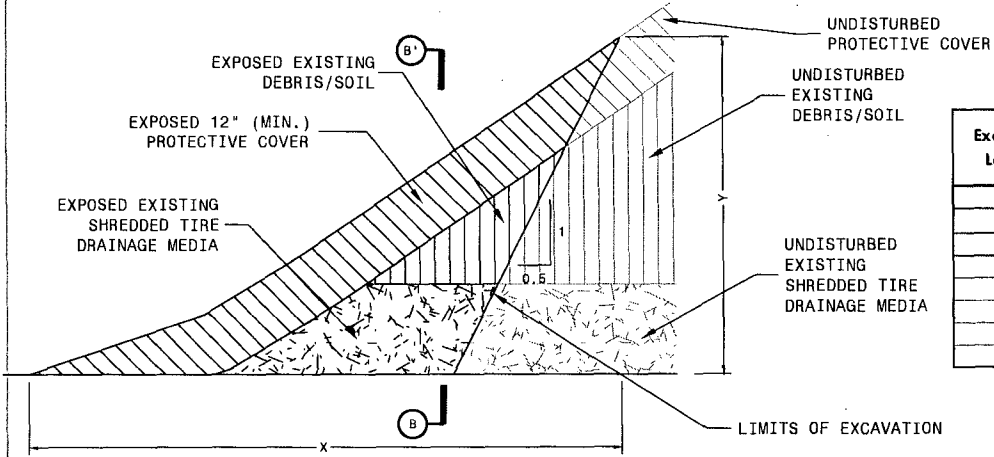
STICKNEY RECYCLING  
EXISTING SHREDDED TIRE DRAINAGE MEDIA INVESTIGATION

**FIGURE 1  
SITE PLAN**

CITY OF TOLEDO, LUCAS COUNTY, OHIO

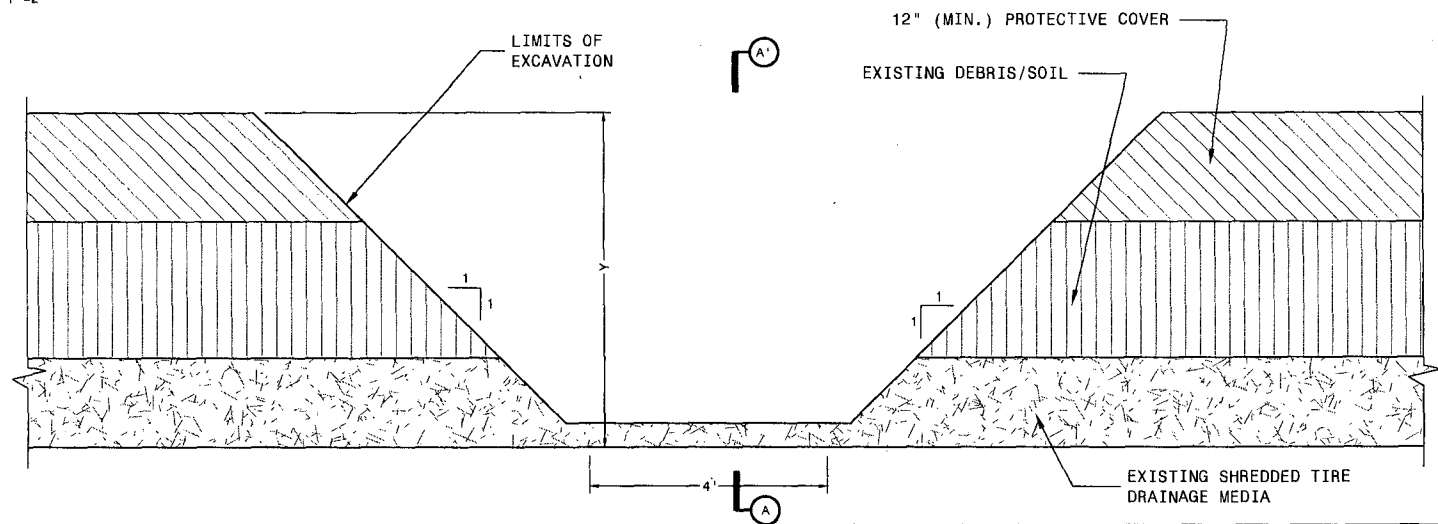
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TYPICAL EXCAVATION CROSS-SECTION A-A'  
SCALE: 1"=2'

Excavation Location	Coordinates		x (ft.)	y (ft.)	Volume of Excavation (CY)	Exposed Surface Area of Excavation (ft. <sup>2</sup> )
	Northing	Easting				
EX#1	3190	1877	11	10.75	32.3	369.8
EX#2	3190	1927	10	10.25	27.0	331.0
EX#3	3190	1978	10	5.25	9.0	162.8
EX#4	3183	2027	10	5.75	10.4	177.4
EX#5	3175	2077	10	7.25	15.1	224.1
EX#6	3159	2127	10	8.75	20.7	275.3
EX#7	3122	2162	10	9.5	23.8	302.6
<b>Total</b>					<b>139</b>	<b>1844</b>



TYPICAL CROSS-SECTION B-B'  
SCALE: 1"=2'

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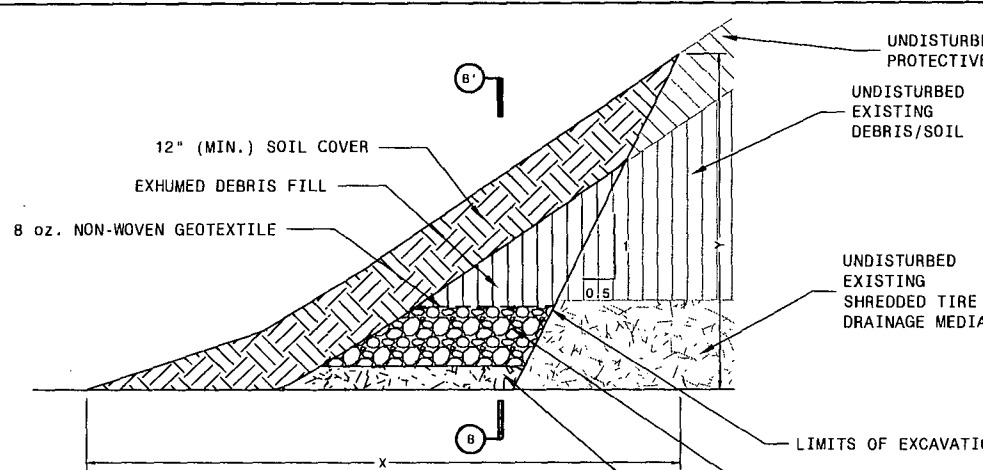
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STICKNEY RECYCLING  
EXISTING SHREDDED TIRE DRAINAGE MEDIA INVESTIGATION

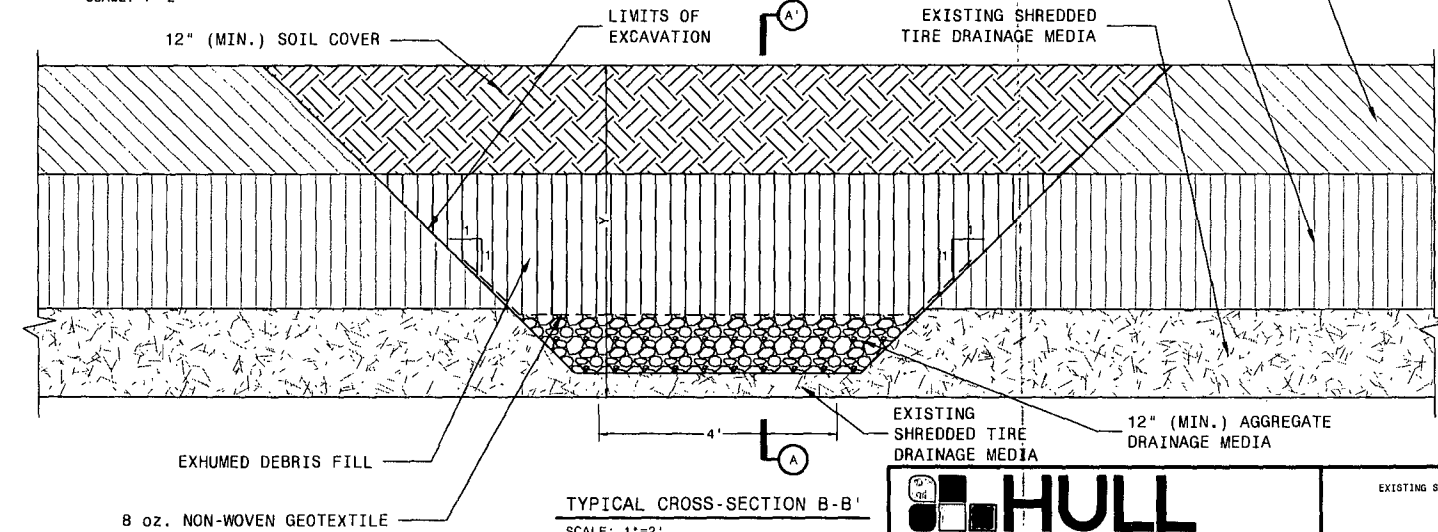
**FIGURE 2**  
CROSS-SECTION DETAILS

CITY OF TOLEDO, LUCAS COUNTY, OHIO

PROJECT NO.: HEW136	SUBMITTAL DATE: AUGUST 2014
CAD DWG FILE: HEW136.100.0184.SAH	PLOT DATE: 8/21/14



**TYPICAL EXCAVATION CROSS-SECTION A-A'**  
SCALE: 1"=2'



**TYPICAL CROSS-SECTION B-B'**  
SCALE: 1"=2'

Excavation Location	Coordinates		Aggregate (CY)	Nonwoven Geotextile (ft <sup>2</sup> )	Exhumed Debris (CY)	Soil Cover (CY)
	Northing	Easting				
EX#1	3190	1877	6.0	43.0	21.3	5.0
EX#2	3190	1927	5.3	41.0	17.2	4.5
EX#3	3190	1978	3.4	21.0	3.2	2.4
EX#4	3183	2027	3.6	23.0	4.2	2.6
EX#5	3175	2077	4.2	29.0	7.8	3.2
EX#6	3159	2127	4.7	35.0	12.1	3.8
EX#7	3122	2162	5.0	38.0	14.6	4.2
<b>Total</b>			<b>32</b>	<b>230</b>	<b>80</b>	<b>26</b>

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**FIGURE 3**  
**BACKFILL CROSS-SECTION DETAILS**

CITY OF TOLEDO, LUCAS COUNTY, OHIO

PROJECT NO.: HEM136  
SUBMITTAL DATE: AUGUST 2014

CAD DWG FILE: HEM136.100.0184 SAH  
PLOT DATE: 8/21/14

**STICKNEY RECYCLING  
EXISTING SHREDDED TIRE DRAINAGE MEDIA INVESTIGATION WORK PLAN**

**TABLE 1  
EXCAVATION PROPERTIES**

Excavation Location	Coordinates <sup>1</sup>		x (ft.) <sup>2</sup>	Base Elevation <sup>3</sup> (ft.)	Top of Slope Elevation (ft.)	y (ft.)	Max Width of Excavation <sup>4</sup> (ft.)	Volume of Excavation (CY)	Exposed Surface Area of Excavation <sup>5</sup> (ft. <sup>2</sup> )
	Northing	Easting							
EX#1	3190	1877	11	552.75	563.5	10.75	14.75	32.3	369.8
EX#2	3190	1927	10	552.25	562.5	10.25	14.25	27.0	331.0
EX#3	3190	1978	10	551.75	557	5.25	9.25	9.0	162.8
EX#4	3183	2027	10	551.25	557	5.75	9.75	10.4	177.4
EX#5	3175	2077	10	550.75	558	7.25	11.25	15.1	224.1
EX#6	3159	2127	10	549.25	558	8.75	12.75	20.7	275.3
EX#7	3122	2162	10	549	558.5	9.5	13.5	23.8	302.6
<b>Total</b>								139	1844

Notes:

1. Site coordinates.
2. Excavation length shall extend to expose a minimum of 10' of existing tire shred drainage media for adequate inspection.
3. Approximate elevation for toe of slope of debris.
4. Use an approximately two foot bucket, and say 4 feet wide bottom, and one to one slopes. Total width is the base plus the slope of the sidewalls.
5. Includes surface area of two sidewalls, with assumed sloped right triangles, area of the base of the excavation, and the area of the back wall of the excavation (See Figure 2). Field conditions encountered will determine the actual quantity.

**STICKNEY RECYCLING  
EXISTING SHREDDED TIRE DRAINAGE MEDIA INVESTIGATION WORK PLAN**

**TABLE 2**

**FIRE SUPPRESSING AGENT REQUIREMENTS**

Excavation Location	Coordinates <sup>1</sup>		Volume of CO2 Required <sup>2</sup> (CY)	Mass of CO2 Required <sup>3</sup> (lb)	Foam Solution Requirements <sup>4</sup> (gal)	Concentrate Requirements <sup>5</sup> (gal)
	Northing	Easting				
EX#1	3190	1877	20.5	63.8	58.8	1.8
EX#2	3190	1927	17.2	53.4	52.6	1.6
EX#3	3190	1978	5.7	17.8	25.9	0.8
EX#4	3183	2027	6.6	20.5	28.2	0.8
EX#5	3175	2077	9.6	29.8	35.6	1.1
EX#6	3159	2127	13.1	40.8	43.8	1.3
EX#7	3122	2162	15.1	46.9	48.1	1.4
<b>Total</b>			88	273	293	9

Notes:

1. Site coordinates.
2. Volume of excavation multiplied by porosity of CDD and volume ratio for CO2 to air to minimize risk of fire. Porosity assumed as 0.4 and CO2:air volume ratio of 1.59.
3. Density of CO2 taken at normal temperature and pressure as 0.1150 lb/ft<sup>3</sup> or 3.105 lb/cy.
4. Based on a 2" application of low-expansion foam with an expansion ratio of 8:1 over the surface area of the excavation. Field conditions will determine actual quantities required.
5. Assume using a 3% concentrate.

**STICKNEY RECYCLING  
EXISTING SHREDDED TIRE DRAINAGE MEDIA INVESTIGATION WORK PLAN**

**TABLE 3**

**BACKFILL MATERIAL REQUIREMENTS**

Excavation Location	Coordinates <sup>1</sup>		Aggregate <sup>2</sup> (CY)	Nonwoven Geotextile <sup>3</sup> (ft <sup>2</sup> )	Exhumed Debris (CY)	Soil Cover <sup>4</sup> (CY)
	Northing	Easting				
EX#1	3190	1877	6.0	43.0	21.3	5.0
EX#2	3190	1927	5.3	41.0	17.2	4.5
EX#3	3190	1978	3.4	21.0	3.2	2.4
EX#4	3183	2027	3.6	23.0	4.2	2.6
EX#5	3175	2077	4.2	29.0	7.8	3.2
EX#6	3159	2127	4.7	35.0	12.1	3.8
EX#7	3122	2162	5.0	38.0	14.6	4.2
<b>Total</b>			32	230	80	26

Notes:

1. Site coordinates.
2. Assume 12" aggregate layer over the base of excavation. Clean tire shred drainage media may be used.
3. Geotextile layer above the aggregate (or tire shred drainage media) covering the base of the excavations.
4. Loose cubic yards. 12" soil cover for fire protection.

**APPENDIX**

Table 1. Required Ratios (v/v) and Minimum Carbon Dioxide Concentrations to Prevent Combustion

Vapor Fuels	CO <sub>2</sub> /air <sup>a</sup> (v/v)	O <sub>2</sub> Concentration (%)	Theoretical Minimum CO <sub>2</sub> Concentration, <sup>b</sup> (%)	Minimum Design CO <sub>2</sub> Concentration (%)
Carbon Disulfide	1.59	8.1	60	72
Hydrogen	1.54	8.2	62	75
Ethylene	0.68	12.5	41	49
Ethyl Ether	0.51	13.9	38	46
Ethanol	0.48	14.2	36	43
Propane	0.41	14.9	30	36
Acetone	0.41	14.9	27	34
Hexane	0.40	15.0	29	35
Benzene	0.40	15.0	31	37
Methane	0.33	15.7	25	34

<sup>a</sup> Friedman 1989.

<sup>b</sup> Coward and Jones 1952.



## General Foam Information

For years, foam has been used as a fire-extinguishing medium for flammable and combustible liquids. Unlike other extinguishing agents - water, dry chemical, CO<sub>2</sub>, etc., a stable aqueous foam can extinguish a flammable or combustible liquid fire by the combined mechanisms of cooling, separating the flame/ignition source from the product surface, suppressing vapors and smothering. It can also secure for extended periods of time against re-flash or reignition. Water, if used on a standard hydrocarbon fuel, is heavier than most of those liquids and if applied directly to the fuel surface, will sink to the bottom having little or no effect on extinguishment or vapor suppression. If the liquid fuel heats above 212°F, the water may boil below the fuel surface throwing the fuel out of the contained area and spreading the fire. For this reason, foam is the primary fire-extinguishing agent for all potential hazards or areas where flammable liquids are transported, processed, stored or used as an energy source.

Before reviewing the merits of the different types of foam concentrates, there are certain terminologies associated with foam that must be understood.

**FOAM:** A fire fighting foam is simply a stable mass of small air-filled bubbles, which have a lower density than oil, gasoline or water. Foam is made up of three ingredients - water, foam concentrate and air. When mixed in the correct proportions, these three ingredients form a homogeneous foam blanket.

**FOAM SOLUTION:** This is a solution of water and foam concentrate after they have been mixed together in the correct proportions.

**FOAM CONCENTRATE:** This liquid concentrate is supplied from the manufacturer which when mixed with water in the correct proportion forms a foam solution.

**FINISHED FOAM:** Foam solution as it exits a discharge device, having been aerated.

**DRAINAGE RATE:** This is the rate at which the foam solution will drain from the expanded foam mass or how long it will take for 25% of the solution to drain from the foam. This is often called the quarter life or 25% drain time. Foam that has a fast drain time is normally very fluid and mobile, spreading across the fuel surface very quickly. While foams with longer drain times are normally less mobile, they move across the fuel surface slowly.

**EXPANSION RATE:** Volume of finished foam divided by the volume of foam solution used to create the finished foam; i.e., a ratio of 5 to 1 would mean that one gallon of foam solution after aeration would fill an empty 5-gallon container with the expanded foam mass.

**LOW EXPANSION FOAM:** Foam aerated to an expansion ratio of between 2 to 1 and 20 to 1.

**MEDIUM EXPANSION FOAM:** Expansion ratio between 20 to 1 and 200 to 1.

**HIGH EXPANSION FOAM:** Expansion ratio above 200 to 1.

**MIXING RATE:** (Correct amount of foam concentrate to be mixed with water): The amount is normally shown on the pail or drum of concentrate. The container will normally display a figure or combination of figures. Normal figures shown are 1%, 2%, 3% or 6% or a combination of 1% and 3%, 3% and 3%, or 3% and 6%. If the container of foam concentrate has 3% shown, it means that for every 100 gallons of foam solution required, 3 gallons of the foam concentrate must be used in the solution with the balance being 97 gallons of water.

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If 6% were displayed, this would mean that 6 gallons of the foam concentrate would be required to be mixed with 94 gallons of water to form the 100 gallons of foam solution. From the above, it becomes obvious that a 3% foam concentrate is twice as concentrated as a 6% foam concentrate. On the same size and type of flammable liquid fire, half as much 3% foam concentrate would be required than if the 6% foam concentrate had been used.

### **SEAWATER COMPATIBLE**

Can foam concentrates be used with seawater as well as fresh water? Modern day foam concentrates can be used successfully with either sea, fresh or brackish water.

### **HOW FOAM EXTINGUISHES A FLAMMABLE LIQUID FIRE:**

Fire burns because there are four elements present. These elements are heat, fuel, air (oxygen) and a chemical chain reaction. Under normal circumstances if any one of the elements is removed/interfered with, the fire is extinguished. Fire fighting foam does not interfere in the chemical reaction. Foam works in the following ways:

- The foam blankets the fuel surface smothering the fire.
- The foam blanket separates the flames/ignition source from the fuel surface.
- The foam cools the fuel and any adjacent metal surfaces.
- The foam blanket suppresses the release of flammable vapors that can mix with air.

Before we review the different types of mechanical foam concentrates, please understand that there are two different basic flammable or combustible fuel groups.

- Standard hydrocarbon fuels such as gasoline, diesel, kerosene, jet fuel, etc. These products do not mix with water or are not miscible in water, i.e. these products all float on top of water and, for the most part, they do not intermix.

- Polar solvent or Alcohol type fuels are fuels that mix readily with water or are miscible in water.

It is imperative that when you are preparing to fight a flammable liquid fire, you identify which fuel group the involved flammable liquid belongs. This is necessary, as some foam concentrates are not suitable for use on the Polar solvent/Alcohol type fuel spills or fires.

***Following is a list of mechanical foam concentrates that are the most common types currently used by fire fighters today.***

- Aqueous Film Forming Foam (AFFF)
- Alcohol Resistant (AR-AFFF)
- Synthetic – medium or high expansion types (detergent)
- Class "A" Foam Concentrate
- Wetting Agent
- Fluoroprotein
- Protein
- Film Forming Fluoroprotein (FFFP)

**AQUEOUS FILM FORMING FOAM CONCENTRATE (AFFF):** Available in either a 1%, 3% or 6% type concentrate. These concentrates are manufactured from synthetic type materials such as:

- Synthetic foaming agents (hydrocarbon surfactants)
- Solvents (i.e., viscosity leveler, freezing point depressant, foam booster)
- Fluoro Chemical surfactants
- Small amounts of salts
- Foam stabilizers (slow drainage, increases fire resistance)

**AFFF** generated foams extinguish hydrocarbon flammable liquid fires the same way as the protein or fluoroprotein foams; however, there is an additional feature. An aqueous film is formed on the surface of the flammable liquid by the foam solution as it drains from the foam blanket.

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This film is very fluid and floats on the surface of most hydrocarbon fuels. This gives the AFFF unequaled speed in fire control and knockdown when used on a typical hydrocarbon spill fire. In certain circumstances, it is possible to notice the fire being extinguished by the "invisible" film before there is complete foam blanket coverage over the surface of the fuel.

**AFFF** foam solutions can be applied to a flammable liquid fire using either aspirating or non-aspirating discharge devices. The difference between the two is that the air-aspirating device entrains air and causes it to mix with the foam solution within the device. The non air-aspirating device is incapable of this process.

- The AFFF/Water solution requires relatively low energy input to expand the foam solution into an expanded foam mass.
- AFFF foam solutions are unique in that in addition to forming an expanded foam mass, the liquid that drains from the blanket has a low surface tension, which gives it the ability to form the aqueous film that floats on the fuel surface.

When flow rates and pressures are similar, AFFF solutions used with a non air-aspirating discharge device will generally discharge/throw the foam a greater distance than the foam that is discharged from the air-aspirating discharge device. A non-aspirating AFFF will generally extinguish a low vapor pressure fuel spill fire slightly faster than the foam discharged from an air-aspirating device. This is because the non-aspirated nozzle generated foam has a lower expansion and will be more fluid; therefore, it will move faster across the fuel surface. AFFF foam solutions are unique in that in addition to forming an expanded foam mass, the liquid that drains from the foam blanket has a low surface tension, which gives it the ability to form the aqueous film that floats on the fuel surface.

When using AFFF foams, application technique is not as critical as with Proteins or Fluoroproteins. AFFF foam can also be used successfully with the sub-surface injection method.

**NOTE:** The sub-surface method of discharging foam into a storage tank can only be used with tanks that contain standard hydrocarbon fuels NOT polar solvent/alcohol type fuels.

The recommended application rate for AFFF 3%-6% generated foam solution on a hydrocarbon spill fire with low water solubility is .10 gpm/sq. ft. Remember the protein and the fluoroprotein foam solutions require an application rate of .16 gpm/sq. ft.

**AFFF** is suitable for use in a premix state and is suitable for use with dry chemical extinguishing agents.

**ALCOHOL RESISTANT-AQUEOUS FILM FORMING FOAM (AR-AFFF):**

AR-AFFF's are available in a 3%-6% type or 3%-3% type concentrate. Flammable liquids that readily mix with water are a more difficult fire to extinguish as opposed to a hydrocarbon fire. Polar solvent/alcohol liquids destroy any foam blanket that has been generated using standard AFFF or fluoroprotein type concentrates. Water in the generated foam blanket mixes with alcohol causing the foam blanket to collapse and disappear until the fuel surface is completely exposed again. To overcome this problem, AR-AFFF type concentrates were developed. Using plain AFFF concentrate as a base material, a high molecular weight polymer is added during the manufacturing process. When AR-AFFF is used on a polar solvent fuel fire, the polar solvent fuel tries to absorb water from the foam blanket. A polymer precipitates out forming a physical membrane/barrier between the fuel surface and foam blanket. This barrier now protects the generated foam blanket from destruction by the alcohol fuel.

**AR-AFFF** concentrates are very viscous. Initial impression of this type of foam concentrate may lead one to believe that the concentrate has "gelled" and somehow gone bad. However, a thick, gel-like appearance is normal. This appearance is caused by the presence of polymers, which are the main components required for polar solvent applications. Modern AR-AFFF concentrates are designed to work through proportioning equipment such as in-line eductors, bladder tanks and balanced pressure pump systems.

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**AR-AFFF 3%-6%** type of concentrate is designed to be used at the 3% application rate when used on a standard hydrocarbon fuel fire and 6% when used on a polar solvent/alcohol fuel. Current 3% AR-AFFF type concentrate is designed for 3% application on either type group, i.e. 3% on hydrocarbons and 3% on polar solvent fuels.

When AR-AFFF is used at the correct proportioning rate on hydrocarbon fuel, fire fighting performance and application rate are the same as for standard AFFF agents. An "invisible" film is formed, the speed of covering a fuel spill with the foam blanket is similar and the application technique using either air-aspirating or non air-aspirating nozzles can be used. When used on an alcohol fire, an air-aspirating nozzle will give a better performance over the non air-aspirating nozzle. The increased expanded foam mass generated by the air-aspirating nozzle will give a more gentle application onto the surface of the alcohol liquid fire than will the non-aspirating nozzle. The intensity of the fire, distance the foam must be thrown, and the application rate also play an important part in determining the type of nozzle and method of extinguishment. The application technique and performance factors are the same for both the 3% and the 3%-6% types of AR-AFFF concentrates.

**SYNTHETIC/DETERGENT (High Expansion) FOAM CONCENTRATE:** Normally used at a concentrate rate between 1.5% to 2.5%, this type of foam concentrate is manufactured from a combination of hydrocarbon surfactants and solvents. High expansion foam solution is normally used through devices that give high expansion ratios such as the medium or high expansion type foam generators.

In areas such as a basement, mine shaft or a ship's hold where volume fire control is required, a high expansion foam generator can be used to fill an entire room with large amounts of very light expanded foam bubbles. Depending on the generator being used, high expansion ratios of 400 to 1 up to 1,000 to 1 can be achieved.

Fire control and extinction is achieved by rapid smothering and cooling. Fires involving solid material as well as flammable liquids can be

controlled and extinguished using high expansion foam. It also has a special value for dealing with spillages of liquefied natural gas (LNG). A deep layer of 500 to 1 expanded foam will provide a thermal insulation barrier around the LNG spill, which reduces the heat intake, and therefore the rate of evaporation is decreased. Because of the high expansion ratios being achieved, there is very little water used; even with large discharges of the high expansion foam. High expansion foam has little water content within the bubble wall making it very light and not suitable for outdoor use. Medium expansion foam normally has an expansion of around 50 - 60 to 1. This foam is denser and can be used outdoors but is still affected by weather conditions.

**CLASS "A" FOAM CONCENTRATE:** This is a biodegradable mixture of foaming and wetting agents. When mixed in correct proportions with water, it can change two properties of the water. Class "A" foam will increase wetting effectiveness, which allows for greater penetration into Class "A" fuels. It also gives water a foaming ability, which allows water to remain and cling to vertical and horizontal surfaces without run off. This allows water to absorb more heat. By adding a small quantity of a Class "A" foam concentrate into a water stream, the effectiveness of the water can be increased up to 5 times.

**WETTING AGENT:** This type of agent is very similar to Class "A" Foam with regard to increasing wetting effectiveness of the water but does not have the foaming abilities.

**FLUOROPROTEIN FOAM CONCENTRATE:** Available in either a 3% or 6% type of concentrate. This product is manufactured using the same method as Protein but with the addition of fluorocarbon surfactants. The addition of these surfactants in the concentrate improves the performance of fluoroprotein foam over protein foam in two areas.

It makes the fluoroprotein foam more resistant to fuel contamination/pickup and makes the foam blanket more mobile when discharged onto the flammable liquid. Because the fluoroprotein foam is more resistant to fuel contamination, it allows

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the discharging foam to be applied directly to the fuel surface and the foam blanket will not become as saturated by fuel vapor. This type of foam can be used with a High Back Pressure Foam Maker by utilizing the sub-surface method of forcing expanded foam into the base of a cone roof storage tank containing a hydrocarbon fuel. The expanded foam enters the base of the storage tank then floats up through the flammable liquid to the surface where it covers the surface with a foam blanket. Fluoroprotein foam is sometimes used in the hydrocarbon processing industry for storage tank fire fighting. It is necessary to use with air-aspirating discharge devices. The recommended foam solution application rate on hydrocarbon spills is .16 gpm/sq. ft.

**FILM FORMING FLUORO-PROTEIN (FFFP):** FFFP is a derivative of AFFF and fluoroprotein. These concentrates are based on fluoroprotein formulations to which an increased quantity of fluorocarbon surfactants has been added. FFFP concentrates were developed to obtain the quick knockdown of AFFF with the added burn back resistance of standard fluoroprotein foam. It appears that the FFFP concentrate performance factor lies somewhere between AFFF and fluoroprotein. FFFP concentrates do not have the quick knockdown of the AFFF's when used on a spill fire such as an aircraft crash or a highway spill. When used on fuel in depth fires they do not have the burn back resistance of fluoroprotein. FFFP foam can be generated with either air-aspirating or non air-aspirating nozzles. When used through a non air-aspirated nozzle they do not provide expansion ratios as good as AFFF when used through the same type of nozzle. The application rate is .10 gpm/sq. ft. when used on a hydrocarbon spill fire.

**PROTEIN FOAM CONCENTRATE:** Available in either a 3% or 6% type concentrate. This type of concentrate is based on hydrolyzed protein, foam stabilizers and preservatives. It will produce highly stabilized air foam. Protein foam must always be used with an air aspirating type discharge device. Protein foam can become contaminated with fuel if plunged directly onto the fuel surface; therefore, the application technique for Protein foam is quite critical. The foam should be applied as gently as possible to the flammable liquid surface.

The application rate for Protein foam solution on a hydrocarbon spill fire having low water solubility is .16 gpm/sq. ft. Protein foam, because of its stability, is relatively slow moving when used to cover the surface of a flammable liquid.

**SHELF LIFE:** Shelf life is the term used to describe the length of time which foam concentrates remain stable and usable without a significant change in their performance characteristics. The shelf life depends upon the composition of the concentrate, the ambient temperature storage range encountered, the container materials and if the concentrate is stored in its original container. A shelf life of 20-25 years is possible if the standard AFFF, AR-AFFF and other synthetic type agents are stored within the manufacturer's guidelines, temperature limits and in the original shipping container. Protein based foam concentrates are not totally synthetic and have a naturally occurring product in their formulations. If these products are stored within the manufacturers' guidelines including temperature limits and in their original shipping container, a shelf life of 10 years or more can be expected.

**COMPATIBILITY:** Compatibility is the ability of one foam concentrate to be mixed with another concentrate of the same type and proportioning ratio without altering the chemical, physical or performance characteristics of the mixed foam concentrates. All foams are compatible when applied on a fire simultaneously.

Chemguard foam concentrates have been found to be compatible with most other foam concentrates of like quality and type. Chemguard does recommend a compatibility study to be made to determine the quality of the concentrate with which the Chemguard concentrate is to be mixed. AFFFs that are manufactured to the latest revision of Mil-F-24385 specification are mutually compatible by definition.

**ENVIRONMENTAL IMPACT AND TOXICITY:** Contemporary U.L. listed or Military specification approved foam concentrates are specifically formulated to provide maximum fire fighting capabilities while at the same time providing minimal environmental impact and human

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exposure hazard. All concentrates are readily biodegradable both in the natural environment and in sewage treatment facilities. Chemguard products are also formulated to have very low fish toxicity. The concentrates are not considered primary or secondary skin irritants; however, prolonged contact may cause some dryness of the skin since they contain detergents. Chemguard recommends that areas of the skin, which have come in contact with the concentrate, be flushed with fresh water. If any dryness of the skin is experienced, a good quality hand cream should be used to replenish the moisture in the skin.

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**ATTACHMENT E**

**Environmental Covenant**

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

### **ENVIRONMENTAL COVENANT**

This Environmental Covenant is entered into by Stickney West C&DD LLC ("Owner"), and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property to the activity and use limitations and specified obligations set forth herein.

This Environmental Covenant is created to facilitate the performance of the environmental response project consisting of the closure of the Stickney Recycling construction and demolition debris landfill ("the Facility"), in accordance with ORC Chapter 3714. and the rules promulgated thereunder. The Facility is located at 4425 Creekside Avenue, Toledo, Lucas County, Ohio. The administrative record for the environmental response project is contained in the files for the Facility located at the Ohio EPA's Northwest District Office in Wood County, Ohio, and at the Toledo-Lucas County Health Department ("Health Department") in Lucas County, Ohio.

Closure of the Facility requires the construction of a cap system. The cap system requires the use of soils meeting the requirements of ORC Chapter 3714. and the rules promulgated thereunder. The Owner and Holder desire that the soils located at the Property, as described below, be used to construct the cap system and consent to and agree to be bound by the provisions of this Environmental Covenant.

Prior to the construction of the cap system and the completion of final closure of the Facility, the owner and operator of the Facility will need to establish and maintain financial assurance to guarantee funding for final closure, including funding for the cost of soils needed for the cap system. In light of the execution of this Environmental Covenant, the owner and operator of the Facility will not need to obtain financial assurance in one of the forms described in Ohio Administrative Code ("OAC") Rules 3745-400-13(B) to (G) for the costs to a third party to purchase soils needed to complete closure, except as provided in this Environmental Covenant.

Now therefore, Owner Stickney West C&DD LLC and Ohio EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to ORC §§ 5301.80 to 5301.92.

2. Property. This Environmental Covenant concerns an approximately 1.77 acre, more or less, tract of land, which also includes an access easement of approximately 0.615 acres, situated in a 27.575 acre tract of land identified as parcel number 18-09792, owned by Stickney West C&DD LLC and located at 4425 Creekside Avenue, Toledo, Lucas County, Ohio, and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein ("Property"). Exhibit A consists of a legal description of the Property, the deed for the tract of land containing the Property, and a title search for the Property. A survey of the Property prepared by a professional surveyor, a topographic map of the Property, and photographs of the Property are attached hereto and incorporated herein as Exhibit B.

3. Owner. Stickney West C&DD LLC ("Owner") whose business address is 3 Hemisphere Way, Bedford, Cuyahoga County, Ohio 44146 is the Owner of the Property.

4. Holder. Owner identified above is the Holder of this Environmental Covenant.

5. Present Condition of Property. The Owner and Holder of the Property represent that no buildings or other structures, or paved roads or surfaces, or improvements, except for fencing and an aggregate haul road, exist on the Property. The Owner and Holder further represent to the best of their knowledge and based on the sampling conducted in accordance with Ohio Revised Code ("ORC") Chapter 3746 and Ohio Administrative Code ("OAC") Chapter 3745-300 in support of the NFA Letter issued for the Property on May 10, 2004 by Craig Kasper, P.E., CP #103 and submitted to the Director of Ohio EPA on May 18, 2004; that no hazardous substances, hazardous wastes, solid wastes, construction and demolition debris or other wastes or pollutants as defined under federal or state law exist on the Property in excess of VAP applicable standards for commercial or industrial land use. The Owner and Holder further represent that the photographs and topographical map and survey of the Property attached as Exhibit B are true and accurate depictions of the Property as of the date of entry into this Environmental Covenant.

6. Activity and Use Limitations. To ensure that soils at the Property are available for use in the closure of the Facility in accordance with the requirements of ORC Chapter 3714. and the rules promulgated thereunder, Owner hereby imposes and agrees to comply with the following activity and use limitations:



Construction on Property – There shall be no construction or installment of buildings or other structures, paved roads or surfaces except an aggregate haul road, or improvements on the Property, including but not limited to the construction of any dwelling, recreational structure, landing strip, billboard, advertising display, antenna, tower, or storage tank.

Industrial or Commercial Activity – There shall be no industrial or commercial activity undertaken or allowed on the Property that will impede Ohio EPA's access to or impact the quality of the soil on the defined Property for purposes of performing closure activities at the Facility, including no farming of agricultural crops or the grazing of livestock on the Property.

Drilling or Mining – There shall be no drilling or mining on the Property except that oil and gas exploration and extraction shall be permitted if the method of exploration and extraction is undertaken from the surface of land located outside of the boundaries of the Property; the oil and gas exploration and extraction will not interfere with the excavation of soils from the Property; and no drill cuttings, waste water, or other wastes associated with the oil and gas exploration are stored, treated, or disposed on the Property. In addition, deep underground mining will be permitted when such mining will not interfere with the excavation of soils from the Property; and no mining wastes, waste water, or other wastes associated with deep underground mining are stored, treated, or disposed on the Property. Finally, the excavation of soils for use in the closure of the Facility will be permitted.

Grading and Excavating – There shall be no grading or excavating on the Property and the topography of the Property shall not be changed in a manner that would reduce the quantity of soil available for the necessary closure activities in accordance with the Facility's permit. Re-grading to prevent the discharge of sediments to surface water and the installation of field drainage tiles in accordance with applicable federal, state, and local laws is permitted.

Filling or Placement of Solid or Liquid Materials – There shall be no filling on the Property or placement of solid or liquid materials or other substances on the Property as defined in Exhibit A in a manner that would impact Ohio EPA's access to or the quality of the soil on the Property to be used for the purpose of performing closure activities at the Facility. The placement of additional, prequalified soils on the Property is permitted when done in accordance with this Environmental Covenant.

Storage and Disposal of Waste – There shall be no storage or disposal of wastes on the Property including but not limited to the storage or disposal of: solid wastes; construction and demolition debris; hazardous wastes; hazardous substances; industrial liquid wastes; exempt or excluded wastes; agricultural wastes; drilling or mining wastes; or toxic substances as those wastes are defined under federal, state, or local laws.

7. Addition of Prequalified Soils after Ohio EPA Approval. Pursuant to ORC §5301.84 and notwithstanding any other law or agreement to the contrary, the signees of this Environmental Covenant, including the Owner and Holder as identified herein, and any successors in interest including mortgagees, and lienholders agree to be bound by the provisions of this paragraph. The Facility owner or operator may add additional soils to the Property identified herein provided: the Facility owner and operator has received written permission to do so from the Owner[s] of the Property; the soils have been prequalified as meeting all applicable regulatory requirements for soils to be used in closure of the Facility; the Facility owner or operator receives written approval from Ohio EPA to add the prequalified soils to the Property; and the Facility owner or operator places the soil on the Property in compliance with any restrictions in Ohio EPA's written approval and in such a manner as to ensure slope stability and to prevent the discharge of sediments to surface water.

8. Breach of Activity or Use Limitation. Pursuant to ORC §5301.84 and notwithstanding any other law or agreement to the contrary, the signees of this Environmental Covenant, including the Owner, Holder, mortgagees, and lienholders agree to be bound by the provisions of this paragraph. If any event or action by or on behalf of a person, including a person who owns an interest in or holds an encumbrance on the Property, constitutes a breach of the activity and use limitations, the Owner or Transferee if applicable shall notify Ohio EPA and all Holders within three (3) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations no later than sixty (60) days after becoming aware of the event or action, or after such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA. If the Owner or Transferee fail to remedy the breach of the activity or use limitation in accordance with the specified time frame, then no later than thirty (30) days after the expiration of that time frame, the owner and operator of the Facility shall obtain alternative financial assurance to guarantee the cost of performing closure of the Facility and shall not rely on the planned use of the soils located on the Property in determining the cost estimate to perform final closure of the Facility.

9. Use of the Soils on the Property Obligation. Pursuant to ORC §5301.84 and notwithstanding any other law or agreement to the contrary, the signees of this Environmental Covenant, including the Owner, Holder, and successors in interest agree to be bound by the provisions of this paragraph. Provided the Holder that owns the Facility is acting in accordance with applicable construction and demolition debris requirements related to closure of the Facility, the Holder that owns the Facility shall

have access to the Property and the right to use the soils on the Property for closure of the Facility, or portions thereof. The Ohio EPA and Health Department shall have access to the Property and the right to use the soils on the Property at no cost to the State of Ohio or the Health Department in order to address conditions at the Facility in the event that owner or operator of the Facility triggers mandatory closure and/or fails to perform closure of the Facility in accordance with applicable requirements, and the State of Ohio or the Health Department is authorized by a court or other tribunal to enter onto the Property and to excavate and remove soils from the Property.

10. Indemnification and Hold Harmless. Pursuant to ORC §5301.84 and notwithstanding any other law or agreement to the contrary, the signees of this Environmental Covenant, including the Owner, the Holder, and successors in interest agree to be bound by the provisions of this paragraph. The Owner agrees to indemnify, defend, and hold harmless Ohio EPA and the Health Department, their respective employees, agents, and assigns, from any and all claims, causes of action, liabilities, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, costs, or sanctions arising from or related to: the Owner's negligent acts or omissions, violations of law, or breach of any provision of this Environmental Covenant; and the State of Ohio or Health Department's entry onto the Property and excavation of soils from the Property. The owner and operator of the Facility agree to indemnify, defend, and hold harmless Ohio EPA and the Health Department, their respective employees, agents, and assigns, from any and all claims, causes of action, liabilities, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, costs, or sanctions arising from or related to: the Owner or transferee, or the Facility owner or operator's negligent acts or omissions, violations of law, or breach of any provision of this Environmental Covenant; and the State of Ohio or Health Department's entry onto the Property, excavation of soils from the Property, transportation of soils from the Property to the Facility, and use of the soils to address conditions at the Facility.

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

12. 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 activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to 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.

13. Rights of Access. Owner hereby grants to Ohio EPA and the Health Department, their respective employees, agents, and assigns, and the Holder the right of access to the Property for implementation or enforcement of this Environmental Covenant.

14. Compliance Reporting. Owner or any Transferee or the Holder that owns the Facility shall submit to Ohio EPA and the Health Department by the first (1<sup>st</sup>) of August of each year written documentation verifying that the activity and use limitations remain in place and are being complied with.

15. Notice 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 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 \_\_\_\_\_, 2014 RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE LUCAS COUNTY RECORDER ON \_\_\_\_\_, 2014, IN [DOCUMENT \_\_\_\_, or BOOK \_\_\_\_, PAGE \_\_\_\_]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

Construction on Property – There shall be no construction or installment of buildings or other structures, paved roads or surfaces except an aggregate haul road, or improvements on the Property, including but not limited to the construction of any dwelling, recreational structure, landing strip, billboard, advertising display, antenna, tower, or storage tank.

Industrial or Commercial Activity – There shall be no industrial or commercial activity undertaken or allowed on the Property that will impede Ohio EPA's access to or impact the quality of the soil on the defined Property for purposes of performing closure activities at the Facility, including no farming of agricultural crops or the grazing of livestock on the Property.

Drilling or Mining – There shall be no drilling or mining on the Property except that oil and gas exploration and extraction shall be permitted if the method of exploration and extraction is undertaken from the surface of land located outside of the boundaries of the Property; the oil and gas exploration and extraction will not interfere with the excavation of soils from the Property; and no drill cuttings, waste water, or other wastes associated with the oil and gas exploration are stored, treated, or disposed

on the Property. In addition, deep underground mining will be permitted when such mining will not interfere with the excavation of soils from the Property; and no mining wastes, waste water, or other wastes associated with deep underground mining are stored, treated, or disposed on the Property. Finally, the excavation of soils for use in the closure of the Facility will be permitted.

Grading and Excavating – There shall be no grading or excavating on the Property and the topography of the Property shall not be changed in a manner that would reduce the quantity of soil available for the necessary closure activities in accordance with the Facility's permit. Re-grading to prevent the discharge of sediments to surface water and the installation of field drainage tiles in accordance with applicable federal, state, and local laws is permitted.

Filling or Placement of Solid or Liquid Materials – There shall be no filling on the Property or placement of solid or liquid materials or other substances on the Property as defined in Exhibit A in a manner that would impact Ohio EPA's access to or the quality of the soil on the Property to be used for the purpose of performing closure activities at the Facility. The placement of additional, prequalified soils on the Property is permitted when done in accordance with this Environmental Covenant.

Storage and Disposal of Waste – There shall be no storage or disposal of wastes on the Property including but not limited to the storage or disposal of: solid wastes; construction and demolition debris; hazardous wastes; hazardous substances; industrial liquid wastes; exempt or excluded wastes; agricultural wastes; drilling or mining wastes; or toxic substances as those wastes are defined under federal, state, or local laws.

Owner or Transferee, if applicable, shall notify Ohio EPA, the Health Department and the Holder within ten (10) days after each conveyance of an interest in the Property or any portion thereof. The notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the property being transferred.

16. Subordination of Property Interest to Environmental Covenant. Pursuant to R.C. § 5301.86(A) and (C), all mortgagees, lienholders, and other parties with an interest in the Property have, for valuable consideration exchanged, and as evidenced by their respective signature on this Environmental Covenant, agreed to waive and subordinate the priority of their respective mortgage, lien, or other property interest in favor of this Environmental Covenant for all legal or equitable purposes and with the same effect as though this Environmental Covenant had been executed and recorded

prior to the filing for record of their respective mortgage, lien, or other property interest, but without otherwise affecting the priority of the respective mortgage, lien, or other property interest.

17. 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 a fee simple title to the Property which is free, clear and unencumbered;
- C. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- D. that the Owner has identified all other persons that own an interest in or hold an encumbrance on the Property and notified such persons of the Owner's intention to enter into this Environmental Covenant;
- 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. that the Property is not in a floodplain of 100 years or less.

18. Mining Permit. Pursuant to ORC §5301.84 and notwithstanding any other law or agreement to the contrary, the signees of this Environmental Covenant, including the Owner, Holder, mortgagees, and lienholders agree to be bound by the provisions of this paragraph. The owner and operator of the Facility agree to maintain, and shall not surrender, any permit obtained from the Ohio Department of Natural Resources for surface mining on the Property, and further agree to grant access to the permit to the State of Ohio or the Health Department, if necessary, for use of the soils at the Facility consistent with this Environmental Covenant.

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

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA and the Owner or Transferee and any existing Holder of the Property or portion thereof, as *applicable*. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or Transferee shall file such instrument for recording with the Lucas County Recorder's Office, and shall provide a file- and date-stamped copy of the recorded instrument to Ohio EPA.

20. 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.

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

22. 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 Lucas County Recorder's Office.

23. 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 Lucas County Recorder.

24. Distribution of Environmental Covenant. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA; the Health Department; the Holder; such unit of local government in which the Property is located, and each person who signed the Environmental Covenant.

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

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

OHIO ENVIRONMENTAL PROTECTION AGENCY

*Craig W. Butler*

Craig W. Butler, Director

*9/9/14*

Date

State of Ohio EPA

County of Franklin

)  
)

ss:

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

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal the 9<sup>th</sup> day of September, 2014.



*Charma Diane Casteel*  
Notary Public

**CHARMA DIANE CASTEEL**  
NOTARY PUBLIC  
STATE OF OHIO  
MY COMMISSION EXPIRES

*May 10, 2019*

The balance of this page is intentionally left blank.



The undersigned representative of the Owner and Holder, Stickney West C&DD LLC, with a recorded interest in the Property represents and certifies that the representative is authorized to execute this Environmental Covenant.

**IT IS SO AGREED:**

Stickney West C&DD LLC

  
Signature of Owner's Representative

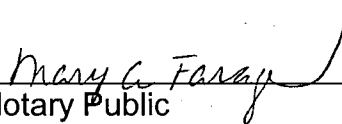
Todd S. Davis, Esq. Authorized Representative  
Printed Name and Title

8/4/14  
Date

State of OHIO )  
  ) ss:  
County of CUYAHOGA )

Before me, a notary public, in and for said county and state, personally appeared, Todd S. Davis, Esq., a duly authorized representative of Stickney West C&DD LLC, who acknowledged to me that the representative did execute the foregoing instrument on behalf of Stickney West C&DD LLC.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 4<sup>th</sup> day of August, 20 14.

  
Notary Public



MARY A. FARAGE  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Cuyahoga County  
My Comm. Exp. 12/18/15

The balance of this page is intentionally left blank.

Exhibit A  
Legal Description and Map of the Property

*[Exhibit A to the Environmental Covenant consists of the legal description of the Property subject to the Environmental Covenant. In addition to submitting a legal description, Ohio EPA requires that the deed and title search, going back at least forty years, for the Property also be submitted. The deed and title search may be for a larger recorded tract of real property when the Property subject to the Environmental Covenant is only a portion of the recorded tract. The Property subject to the Environmental Covenant consists of that area from which prequalified soil to be used for closure purposes for the Facility are to be stored or removed together with areas necessary for access to such soil. The Property subject to the Environmental Covenant must include any land needed for site access. All documents will be supplied by owner and operator of the C&D landfill].*

*[Exhibit B to the Environmental Covenant consists of a survey of the Property prepared by a professional surveyor, photographs, and a topographical map of the Property. The survey, photographs, and topographical map must accurately depict the Property subject to the Environmental Covenant].*

Stickney West C&DD LLC  
Environmental Covenant  
for Financial Assurance Property

**EXHIBIT A**  
**Deed**

19506

NOV 03 1999 TRANSFERRED BY 8116A HL 5040  
IN COMPLIANCE WITH SEC. 319.202 R.C.  
LARRY A. KACZALA, AUDITOR  
LUCAS COUNTY, OHIO

**GENERAL WARRANTY DEED**

[Parcel 1 on Survey]      DE \$ \_\_\_\_\_ EXEMPT \_\_\_\_\_  
(Statutory Form O.R.C. § 5302.05)      P.D. 18 PARCEL 9792

KNOW ALL MEN BY THESE PRESENTS, THAT we, MARK S. GORNEY and LINN A. GORNEY, husband and wife ("Grantors"), for valuable consideration paid, grant, with general warranty covenants, to HEMISPHERE LTD., an Ohio limited liability company, whose tax mailing address is 200 Public Square, Suite 2300, Cleveland, Ohio 44114, the real property ("Real Property") which is situated in the City of Toledo, County of Lucas, State of Ohio, and more particularly described on Exhibit "A" attached hereto and made a part hereof, together with all right, title and interest of Grantors in, to and under that certain Deed recorded in Lucas County Record of Deeds Volume 380, Page 14, and that certain Deed recorded in Lucas County Record of Deeds Volume 150, Page 41.

The Real Property is being conveyed subject to those matters set forth on Exhibit "B" attached hereto and made a part hereof.

Prior Instrument Reference: Deed Microfiche No. 91-439-C01 of Lucas County Records.

WITNESS Grantors' hands this 31st day of August, 1999.

WITNESSES:

Sign: Vickie S. Brown  
Print Name: Vickie S. Brown

Mark S. Gorney  
Mark S. Gorney

Sign: SARA TRILEY  
Print Name: SARA TRILEY  
[as to both signatures]

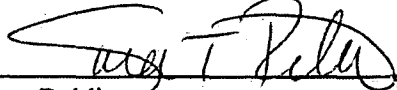
Linn A. Gorney  
Linn A. Gorney

north west box

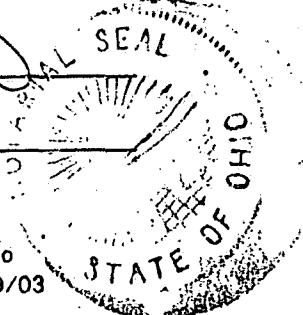
STATE OF OHIO            )  
                                  ) SS:  
COUNTY OF LUCAS        )

BEFORE ME, a Notary Public in and for said County and State, personally appeared MARK S. GORNEY and LINN A. GORNEY, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Lucas, Ohio, this 31 day of Aug, 1999.

  
\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

SARA T. RILEY  
Notary Public, State of Ohio  
My Commission Expires 3/09/03



This instrument prepared by:  
  
Michael K. Swearingen, Esq.  
Benesch, Friedlander, Coplan & Aronoff LLP  
2300 BP Tower  
200 Public Square  
Cleveland, Ohio 44114-2378  
(216) 363-4500

## DESCRIPTION PARCEL 1

A PARCEL OF LAND BEING PART OF LOT 9 AND PART OF LOT 3 OF BISHOP FARM IN ORIGINAL LOT NO. 4 AND 5 OF THE GOVERNMENTAL SUBDIVISION OF SECTION 13, TOWN 9 SOUTH, RANGE 7 EAST, CITY OF TOLEDO, LUCAS COUNTY, OHIO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF ORIGINAL LOT NO. 4 OF THE GOVERNMENTAL SUBDIVISION OF SAID SECTION 13, ALSO BEING THE NORTHEAST CORNER OF THE SOUTHWEST-QUARTER OF SECTION 13; THENCE NORTH 89°43'03" WEST 1178.90 FEET ALONG THE NORTH LINE OF SAID ORIGINAL LOT 4 AND THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 13 TO THE WEST LINE OF LOT 3 BISHOP FARM, BEING 1178.76 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 4; THENCE SOUTH 00°35'26" EAST 1124.57 FEET ALONG SAID WEST LINE TO A CONCRETE MONUMENT FOUND; THENCE SOUTH 00°35'26" EAST 371.10 FEET CONTINUING ALONG SAID WEST LINE TO A IRON PIPE FOUND ON THE NORTH RIGHT OF WAY LINE OF CRIDLEY ROAD; THENCE SOUTH 83°19'26" EAST 60.49 FEET ALONG SAID NORTH RIGHT OF WAY LINE TO A IRON ROD SET AT THE TRUE POINT OF BEGINNING; THENCE NORTH 00°35'26" WEST 166.50 FEET TO A IRON ROD SET; THENCE SOUTH 84°00'00" EAST 276.50 FEET TO A IRON ROD SET; THENCE SOUTH 06°00'00" WEST 89.13 FEET TO A IRON ROD SET; THENCE SOUTH 70°35'17" EAST 105.88 FEET TO A IRON ROD SET; THENCE SOUTH 71°33'07" EAST 279.23 FEET TO A IRON ROD SET; THENCE SOUTH 70°51'24" EAST 191.05 FEET TO A IRON ROD SET; THENCE SOUTH 79°53'07" EAST 116.39 FEET TO A IRON ROD SET; THENCE SOUTH 80°16'50" EAST 249.97 FEET TO A IRON ROD SET; THENCE SOUTH 85°22'09" EAST 391.84 FEET TO A IRON ROD SET ON THE WEST BANK OF THE RELOCATED OTTAWA RIVER; THENCE SOUTHWESTERLY ALONG SAID WEST BANK THE FOLLOWING 4 COURSES; SOUTH 29°54'33" WEST 466.97 FEET; SOUTH 30°48'22" WEST 200.02 FEET; SOUTH 33°55'49" WEST 173.91 FEET; SOUTH 04°08'42" WEST 95.26 FEET TO THE NORTH RIGHT-OF-WAY OF THE TOLEDO AND MICHIGAN BELT RAILROAD; THENCE NORTH 89°29'47" WEST 169.84 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO A CAPPED IRON ROD FOUND; THENCE NORTHWESTERLY CONTINUING ALONG SAID NORTH RIGHT-OF-WAY AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1060.49 FEET, A CENTRAL ANGLE OF 24°38'15" FOR AN ARC LENGTH OF 456.02 FEET, A CHORD OF NORTH 77°14'54" WEST 452.51 FEET TO A CAPPED IRON ROD FOUND; THENCE SOUTH 25°09'30" WEST 25.00 FEET CONTINUING ALONG SAID NORTH RIGHT-OF-WAY TO A CAPPED IRON ROD FOUND; THENCE NORTHWESTERLY CONTINUING ALONG SAID NORTH RIGHT-OF-WAY AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1332.42 FEET A CENTRAL ANGLE OF 08°32'50" FOR AN ARC LENGTH OF 198.77 FEET, A CHORD OF NORTH 60°18'14" WEST 198.58 FEET TO A CAPPED IRON ROD FOUND; THENCE NORTH 55°39'02" WEST 102.65 FEET CONTINUING ALONG SAID NORTH RIGHT-OF-WAY AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1420.00 FEET A CENTRAL ANGLE OF 13°30'03" FOR AN ARC LENGTH OF 334.60 FEET A CHORD OF NORTH 62°18'57" WEST 333.83 FEET TO A CONC. MONUMENT FOUND ON THE WEST LINE OF LOT 3 OF BISHOP FARM; THENCE NORTH 00°35'26" WEST 644.18 FEET ALONG SAID WEST LINE TO THE SOUTH RIGHT-OF-WAY LINE OF CRIDLEY ROAD AS CONVEYED TO THE CITY OF TOLEDO BY DEED RECORDED BY VOLUME 380 PAGE 14 OF LUCAS COUNTY RECORD OF DEEDS; THENCE SOUTH 83°19'26" EAST 374.81 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF CRIDLEY ROAD TO A POINT; THENCE SOUTH 70°21'26" EAST 264.72 FEET CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY TO A POINT; THENCE SOUTH 82°25'26" EAST 336.93 FEET CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY TO THE EAST END OF CRIDLEY ROAD, BEING 225.06 FEET WEST OF THE EAST LINE OF ORIGINAL LOT NO. 5; THENCE NORTH 00°35'26" EAST 20.71 FEET ALONG SAID LINE BEING 225.06 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID ORIGINAL LOT NO. 5 TO THE NORTH RIGHT-OF-WAY LINE OF CRIDLEY ROAD; THENCE NORTH 82°25'26" WEST 331.95 FEET ALONG SAID NORTH RIGHT-OF-WAY TO A POINT; THENCE NORTH 70°21'26" WEST 264.88 FEET CONTINUING ALONG SAID NORTH RIGHT-OF-WAY TO A POINT; THENCE NORTH 83°19'26" WEST 319.14 FEET CONTINUING ALONG SAID NORTH RIGHT-OF-WAY TO THE POINT OF BEGINNING AND CONTAINING 27.575 ACRES MORE OR LESS AND SUBJECT TO ALL LEGAL HIGHWAYS, EASEMENTS AND RESTRICTIONS OF RECORD ACCORDING TO A SURVEY MADE BY MARNIK & SMITH, INC. IN JANUARY 1999.

EXHIBIT "B"

PERMITTED EXCEPTIONS  
[Parcel 1 on Survey]

1. General real estate taxes not yet due and payable.
2. Plat of Bishop's Farm recorded in Lucas County Record of Plats Volume 17, Page 27 and in Lucas County Record of Deeds Volume 51, Page 517.
3. Survey recorded in Volume 2 of the Lucas County Surveyor's Records at page 377.
4. Deed recorded in Lucas County Record of Deeds Volume 149, Page 394.
5. Deed recorded in Lucas County Record of Deeds Volume 150, Page 41.
6. Deed recorded in Lucas County Record of Deeds Volume 364, Page 438.
7. Boundary Line Agreement recorded in Lucas County Record of Deeds Volume 1563, Page 48.
8. Instrument recorded in Lucas County Record of Deeds Microfiche No. 78-88-E05.
9. Ordinance 17-62 and 52-62 passed by the Toledo City Council and the City Manager.
10. Ordinance 931-69 passed by the Toledo City Council on October 27, 1969.
11. Ordinance 101-72 passed by the Toledo City Council on February 15, 1972.
12. Subject to easements, agreements and restrictions of record; zoning ordinances and regulations; and taxes and assessments due and payable after the date hereof.
13. Subject to month-to-month lease with Toledo Recycling, Inc.
14. Subject to requisite split transfers required by county agencies.

*SAG*  
*WLL*

22<sup>00</sup>  
RECEIVED & RECORDED

NOV 03 1999

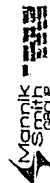
10 <sup>29</sup>/<sub>11</sub>

SUE RIOUX  
RECORDER, LUCAS COUNTY, OHIO

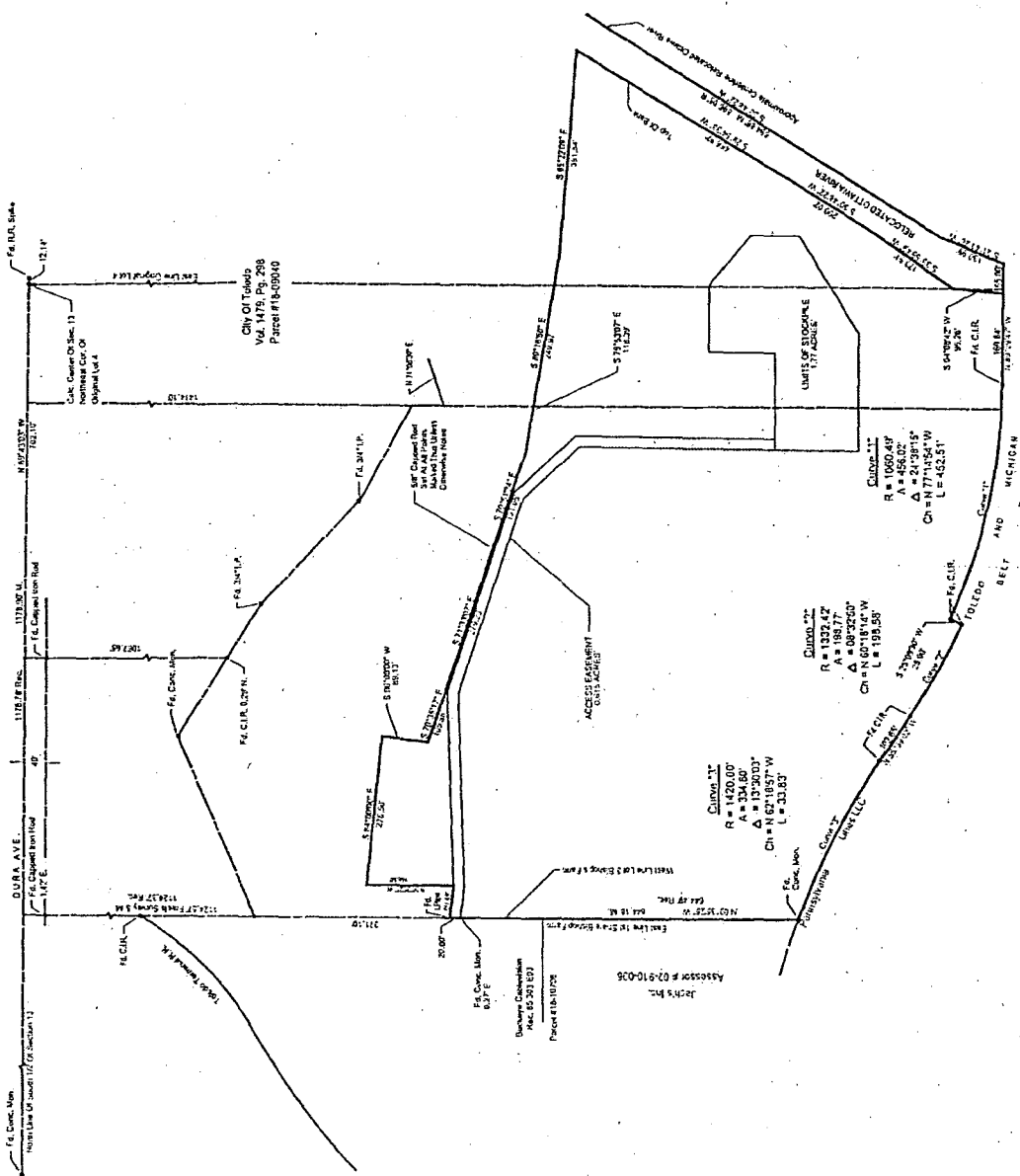
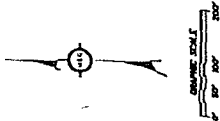
Stickney West C&DD LLC  
Environmental Covenant  
for Financial Assurance Property

**EXHIBIT A**  
**Legal Descriptions**





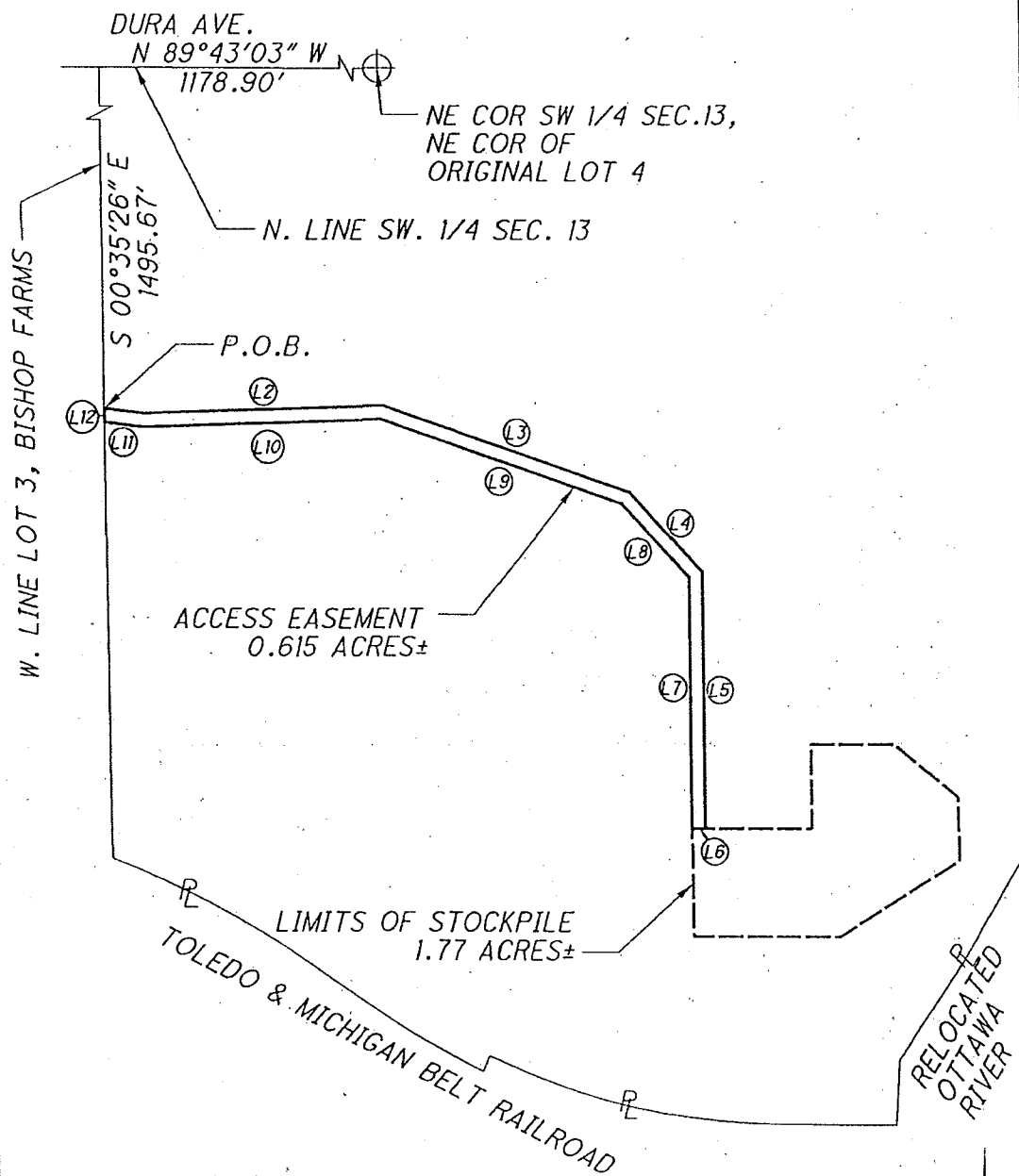
**EXHIBIT A**  
**PROPERTY LINES WITH ACCESS EASEMENT & STOODPLE**  
**PART OF LOT 3 AND 9 OF BISHOP FARMS IN ORIGINAL LOT 4**  
**AND 5 OF THE GOVERNMENT SUBDIVISION OF SECTION D, TOWN 9 SOUTH,**  
**RANGE 7 EAST, CITY OF TOLEDO, LUCAS COUNTY, OHIO**  
**FOR**  
**STICKNEY WEST C & DD, LLC**



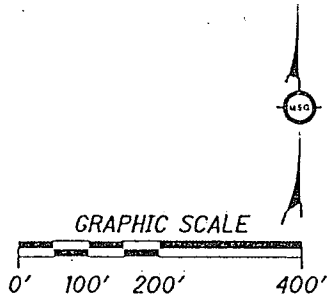
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**EXHIBIT A**  
**ACCESS EASEMENT TO STOCKPILE**  
 PART OF LOT 3 AND 9 OF BISHOP FARMS IN ORIGINAL LOT 4  
 AND 5 OF THE GOVERNMENT SUBDIVISION OF SECTION 13, TOWN 9 SOUTH,  
 RANGE 7 EAST, CITY OF TOLEDO, LUCAS COUNTY, OHIO  
 FOR  
**STICKNEY WEST C & DD, LLC**



LINE	DIRECTION	DISTANCE
L1	S 83° 19' 26" E	60.49
L2	N 88° 10' 04" E	358.27
L3	S 71° 21' 19" E	395.89
L4	S 42° 18' 26" E	159.76
L5	S 00° 00' 00" E	380.37
L6	N 90° 00' 00" W	20.00
L7	N 00° 00' 00" W	372.63
L8	N 42° 18' 26" W	146.84
L9	N 71° 21' 19" W	387.10
L10	S 88° 10' 04" W	356.14
L11	N 83° 19' 26" W	59.42
L12	N 00° 35' 26" W	20.16




**Mannik Smith GROUP**  
 1800 INDIAN WOOD CIRCLE  
 MAUMEE, OHIO 43537  
 TEL: (419) 891-2222  
 FAX: (419) 891-1595  
[www.MannikSmithGroup.com](http://www.MannikSmithGroup.com)

**DESCRIPTION OF ACCESS ROAD EASEMENT TO STOCKPILE:**

A Parcel Of Land Being Part Of Lot 3 Of Bishop Farms In Original Lot No. 4 And 5 Of The Government Subdivision Of Section 13, Town 9 South, Range 7 East, City Of Toledo, Lucas County, Ohio Bounded And Described As Follows:

Commencing At The Northeast Corner Of Said Original Lot 4 Of The Government Subdivision Of Section 13, Also Being The Northeast Corner Of The Southwest Quarter Of Said Section 13; Thence North 89 Degrees 43 Minutes 03 Seconds West A Distance Of 1178.90 Feet, Along The North Line Of Said Original Lot 4 And The North Line Of Said Southwest Quarter Of Section 13, To The West Line Of Lot 3 Of Bishop Farm, Being 1178.76 Feet West Of And Parallel With The East Line Of Said Lot 4;

Thence South 00 Degrees 35 Minutes 26 Seconds East A Distance Of 1495.67 Feet, Along Said West Line Of Lot 3, To The TRUE POINT OF BEGINNING;

Thence South 83 Degrees 19 Minutes 26 Seconds East A Distance Of 60.49 Feet To A Point;

Thence North 88 Degrees 10 Minutes 04 Seconds East A Distance Of 358.27 Feet To A Point;

Thence South 71 Degrees 21 Minutes 19 Seconds East A Distance Of 395.89 Feet To A Point;

Thence South 42 Degrees 18 Minutes 26 Seconds East A Distance Of 159.76 Feet To A Point;

Thence South 00 Degrees 00 Minutes 00 Seconds East A Distance Of 380.37 Feet To A Point;

Thence North 90 Degrees 00 Minutes 00 Seconds West A Distance Of 20.00 Feet To A Point;

Thence North 00 Degrees 00 Minutes 00 Seconds West A Distance Of 372.63 Feet To A Point;

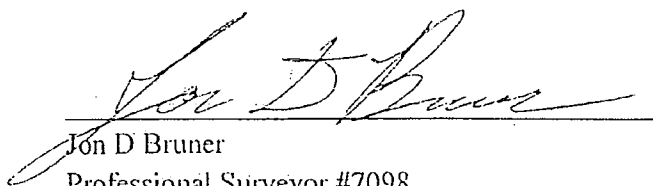
Thence North 42 Degrees 18 Minutes 26 Seconds West A Distance Of 146.84 Feet To A Point;

Thence North 71 Degrees 21 Minutes 19 Seconds West A Distance Of 387.10 Feet To A Point;

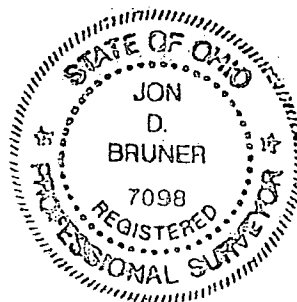
Thence South 88 Degrees 10 Minutes 04 Seconds West A Distance Of 356.14 Feet To A Point;

Thence North 83 Degrees 19 Minutes 26 Seconds West A Distance Of 59.42 Feet To A Point On The West Line Of Said Lot 3 Of Bishop Farm;

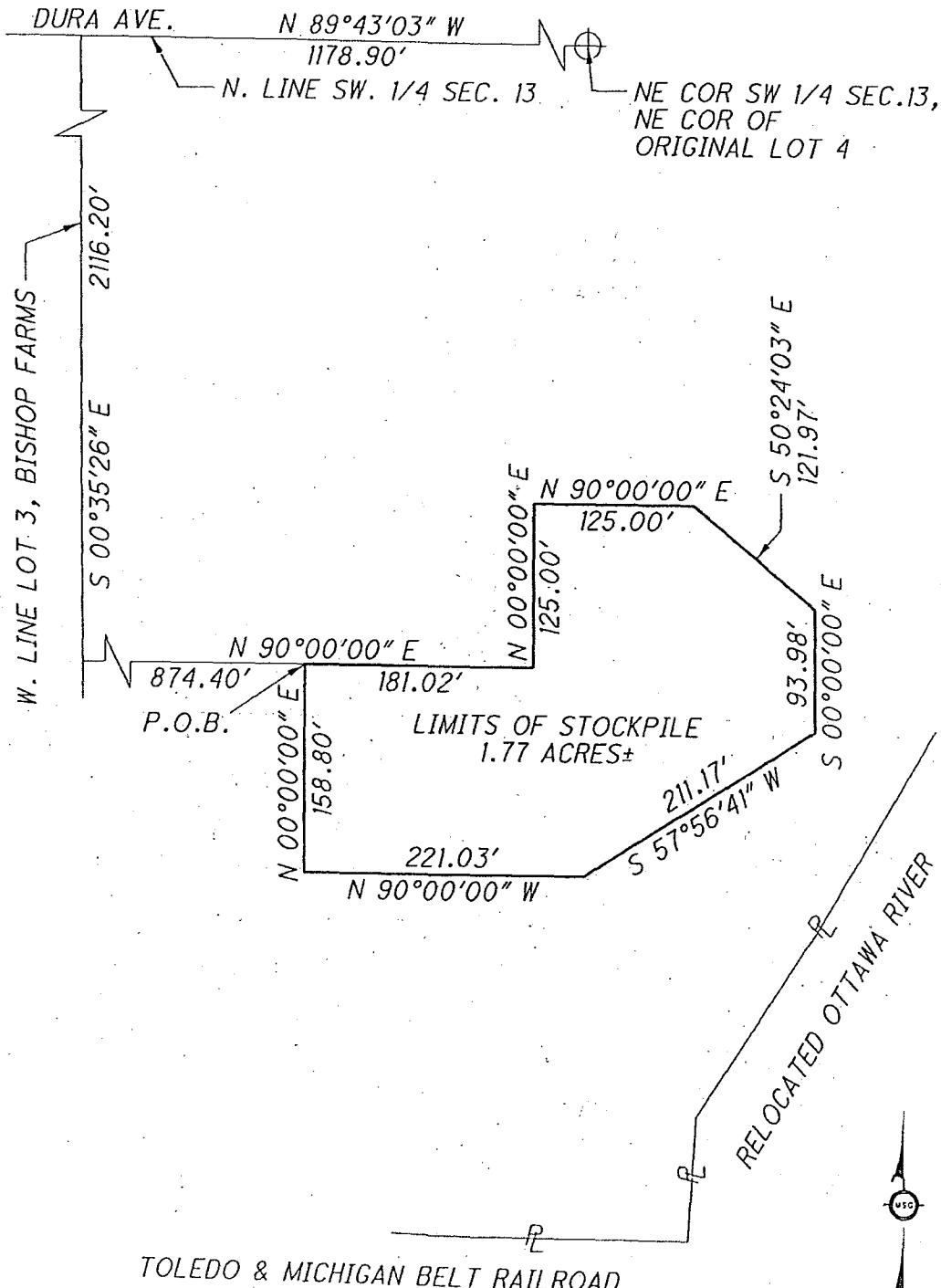
Thence North 00 Degrees 35 Minutes 26 Seconds West A Distance Of 20.16 Feet, Along Said West Line Of Lot 3, To The TRUE POINT OF BEGINNING. Containing 0.615 Acres More Or Less. This Description Was Prepared By Mannik Smith Group On June 18, 2014 And Is Based On A Survey Of The Premises.

  
Jon D Bruner  
Professional Surveyor #7098  
State Of Ohio

6/18/14

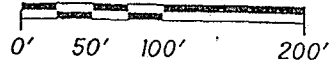


**EXHIBIT A**  
**BOUNDARY LIMITS OF STOCKPILE**  
 PART OF LOT 3 AND 9 OF BISHOP FARMS IN ORIGINAL LOT 4  
 AND 5 OF THE GOVERNMENT SUBDIVISION OF SECTION 13, TOWN 9 SOUTH,  
 RANGE 7 EAST, CITY OF TOLEDO, LUCAS COUNTY, OHIO  
 FOR  
**STICKNEY WEST C & DD, LLC**



TOLEDO & MICHIGAN BELT RAILROAD

GRAPHIC SCALE



1800 INDIAN WOOD CIRCLE  
 MALMEE, OHIO 43537  
 TEL: (419) 891-2222  
 FAX: (419) 891-1595

www.MannikSmithGroup.com

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**DESCRIPTION OF  
BOUNDARY LIMITS OF STOCKPILE:**

A Parcel Of Land Being Part Of Lot 9 And Part Of Lot 3 Of Bishop Farms In Original Lot No. 4 And 5 Of The Government Subdivision Of Section 13, Town 9 South, Range 7 East, City Of Toledo, Lucas County, Ohio Bounded And Described As Follows:

Commencing At The Northeast Corner Of Said Original Lot 4 Of The Government Subdivision Of Section 13, Also Being The Northeast Corner Of The Southwest Quarter Of Said Section 13; Thence North 89 Degrees 43 Minutes 03 Seconds West A Distance Of 1178.90 Feet, Along The North Line Of Said Original Lot 4 And The North Line Of Said Southwest Quarter Of Section 13, To The West Line Of Lot 3 Of Bishop Farm, Being 1178.76 Feet West Of And Parallel With The East Line Of Said Lot 4;

Thence South 00 Degrees 35 Minutes 26 Seconds East A Distance Of 2116.20 Feet, Along Said West Line Of Lot 3, To A Point;

Thence North 90 Degrees 00 Minutes 00 Seconds East A Distance Of 874.40 Feet To The TRUE POINT OF BEGINNING;

Thence Continuing North 90 Degrees 00 Minutes 00 Seconds East A Distance Of 181.02 Feet To A Point;

Thence North 00 Degrees 00 Minutes 00 Seconds East A Distance Of 125.00 Feet To A Point;

Thence North 90 Degrees 00 Minutes 00 Seconds East A Distance Of 125.00 Feet To A Point;

Thence South 50 Degrees 24 Minutes 03 Seconds East A Distance Of 121.97 Feet To A Point;

Thence South 00 Degrees 00 Minutes 00seconds East A Distance Of 93.98 Feet To A Point;

Thence South 57 Degrees 56 Minutes 41 Seconds West A Distance Of 211.17 Feet To A Point;

Thence North 90 Degrees 00 Minutes 00 Seconds West A Distance Of 221.03 Feet To A Point;

Thence North 00 Degrees 00 Minutes 00 Seconds East A Distance Of 158.80 Feet To The TRUE POINT OF BEGINNING. Containing 1.77 3 Acres More Or Less. This Description Was

Prepared By Mannik Smith Group On May 29, 2014 And Is Based On A Survey Of The Premises.

*James A. Broadway* 05/30/2014

James A. Broadway  
Professional Surveyor #6909  
State Of Ohio



Stickney West C&DD LLC  
Environmental Covenant  
for Financial Assurance Property

**EXHIBIT A**  
**Title Commitment**

# Chicago Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE

Issued by

**Chicago Title Insurance Company**

*Chicago Title Insurance Company, a Nebraska 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 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, Chicago 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*

Issued by:  
Chicago Title Insurance Company  
1111 Superior Avenue, Suite 600  
Cleveland, OH 44114  
Phone: 216-696-1275  
Fax: 216-696-8107

CHICAGO TITLE INSURANCE COMPANY



By

President

ATTEST:

Secretary

Authorized Signatory

## 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.
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 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.alta.org>>.*



## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies that provide title insurance, technology, and transaction services to the real estate and mortgage industries (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

### Collection and Use of Information

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

### Additional Ways Information is Collected Through the Website

**Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

**Cookies.** From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

**Web Beacons.** Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

**Unique Identifier.** We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

**Third Party Opt Out.** Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at [www.aboutads.info](http://www.aboutads.info).
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at [www.youronlinechoices.com](http://www.youronlinechoices.com).
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

### When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

### Information from Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

### Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

### European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

### Choices with Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

#### **Access and Correction**

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

#### **Your California Privacy Rights**

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to [privacy@fnf.com](mailto:privacy@fnf.com) with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

#### **Your Consent to This Privacy Notice**

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer  
(888) 934-3354  
[privacy@fnf.com](mailto:privacy@fnf.com)

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EFFECTIVE AS OF: JANUARY 24, 2014

LAST UPDATED: JANUARY 24, 2014



Chicago Title Insurance Company  
COMMITMENT FOR TITLE INSURANCE

Order Number: 4462799  
Reference Number: 504130791

Chicago Title Insurance Company  
1111 Superior Avenue, Suite 600  
Cleveland, OH 44114  
Phone: 216-696-1275 Fax: 216-696-8107

Effective Date: May 16, 2014 at 6:59 AM

**Schedule A**

1. Policies

A. Policy to be Issued:  
ALTA Owners Policy 2006  
Proposed Insured:  
Amount of Insurance:

B. Policy to be Issued:  
ALTA Loan Policy 2006  
Proposed Insured:  
Amount of Insurance:

2. The estate or interest in the land described or referred to in this Schedule and covered herein is a Fee Simple and title thereto is at the effective date hereof is vested in:

Stickney West C&DD, LLC, an Ohio Limited Liability Company, by deeds filed for record February 8, 2013, in Instrument Nos. 20130208-0006963; 20130208-0006962; 20130208-0006964; and 20130208-0006965, of the Lucas county Records.

3. The land referred to in this Report is described in Exhibit "A" attached hereto and made part hereof.

Countersigned:

Chicago Title Insurance Company  
1111 Superior Avenue, Suite 600  
Cleveland, OH 44114

**Insurance Fraud Warning**

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing false or deceptive statement is guilty of insurance fraud.

### **Schedule B Section 1 Requirements**

This Title Insurance Commitment (the "Commitment") is issued pursuant to the Agreement to Issue Policy contained on the American Title Association (2006) front cover form ("The Form") and is subject to the Conditions and Stipulations stated therein, all of which are incorporated herein. If this copy of the Commitment is not accompanied by the Form, a copy may be obtained from this Company upon request.

**THE FOLLOWING REQUIREMENTS MUST BE MET:**

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.  
Any instrument of conveyance creating an insured interest must comply with local rules on descriptions and conveyances pursuant to Sections 315.251 and 319.203 of the Ohio Revised Code.
2. Payment of the full consideration to, or for the account of the grantors or mortgagors should be made.
3. Payment of taxes, charges, and assessments levied and assessed against subject premises, which are due and payable.
4. Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company.
5. Receipt of proof of corporate status, or limited liability company status, or partnership status, and all agreement(s), and necessary consents, authorizations, resolutions, notices and corporate/company/partnership actions have been conducted, given or properly waived relating to the transaction to be insured, including entity resolution(s) authorizing and designating appropriate officers/members/or partners to execute any and all necessary documents.
6. Survey satisfactory to the Company be provided, if survey exceptions are to be deleted.
7. If a Zoning Endorsement is requested, the following is required: A letter from Planning and Zoning and/or ALTA/ACSM survey setting forth items 2 (b) (i-v) from the endorsement and surveyor's certification that there are no violations.
8. Further exceptions and/or requirements may be made upon review of the proposed documents and/or upon further ascertaining the details of the transaction.
9. Payment and release of Mortgage from Hemisphere Ltd., an Ohio limited liability company, to The State of Ohio, in the maximum amount of \$2,500,000.00, filed for record May 8, 2001, in Book 01-2391, Page C10, of the Lucas County Records.
10. Termination of Financing Statement #511203, from Hemisphere Ltd. to Ohio Water Development Authority, filed May 8, 2001.
11. Compliance with requirements the Company deems necessary arising out of Complaint for Injunctive Relief and Civil Penalties Action Lucas County Common Pleas Court Case No. CI 2014-2349, filed May 2, 2014.

## Schedule B Section 2 Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

**NOTE:** The Policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

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.
2. Assessments, if any, not yet certified to the County Auditor.
3. Rights or claims of parties other than Insured in actual possession of any or all of the property.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Unfiled mechanic's or materialman's liens.
6. No liability is assumed for tax increases occasioned by retroactive revaluation change in land usage, or loss of any homestead exemption status for insured premises.
7. Any inaccuracy in the specific quantity of acreage contained on any survey if any or contained with the legal description of premises insured herein.
8. Any covenant, condition or restriction referred to herein indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin is omitted as provided in 42 U.S.C. Section 3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) related to handicap, but does not discriminate against handicapped people.
9. Covenants, conditions and restrictions and other instruments recorded in the public records and purporting to impose a transfer fee or conveyance fee payable upon the conveyance of a interest in real property or payable for the right to make or accept such a transfer, and any and all fees, liens or charges, whether recorded or unrecorded, if any, currently due payable or that will become due or payable, and any other rights deriving therefrom, that are assessed pursuant thereto.
10. Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy.
11. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.

**Schedule B Section 2  
Exceptions continued**

12. Liens in favor of the State of Ohio filed, but not yet indexed in the dockets of the County Common Pleas Clerk.
13. Easement to The Toledo Edison Company, filed for record February 7, 1978, in Book 78-088, Page E05, of the Lucas County Records.
14. Terms and Conditions of the Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record November 3, 1999, in Book 99-858, Page B07, of the Lucas County Records.
15. Terms and Conditions of the Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record January 17, 2001, in Book 01-27, Page E01, of the Lucas County Records.
16. Declaration of Use Restrictions filed for record May 6, 2004 in Instrument No. 20040506-0036346, of the Lucas County Records.
17. Easement Agreement by and between Ron J. Gorney and Deloris Gorney and Hemisphere, Ltd., an Ohio limited liability company, filed for record August 13, 2002 in Book 02-0428, Page D11, of the Lucas County Records.
18. Declaration of Use Restrictions filed for record May 26, 2004 in Instrument No. 20040526-0042310, of the Lucas County Records.
19. The fact that the property does not abut a public road or highway.
20. Taxes for the second half of 2013 and subsequent years are a lien, but are not yet due and payable.  
The County Treasurer's General Tax Records for the tax year 2013 are as follows  
PPN 18-09792  
Taxes for the first half are paid.  
Taxes for the second half are due and payable.  
Per half amount \$2,281.65.

The above amount includes the following special assessments:

Assessment for 2-00-0000 TASD - Mosquito in the amount of \$7.17 per half year.

Note: Attention is directed to the fact that current real estate taxes are undeveloped land values.

- A. PPN 18-09793  
Taxes for the first half are paid.  
Taxes for the second half are due and payable.  
Per half amount \$36.12.

The above amount includes the following special assessments:

Assessment for 2-00-0000 TASD - Mosquito in the amount of \$0.12 per half year.

**Schedule B Section 2  
Exceptions continued**

Note: Attention is directed to the fact that current real estate taxes are undeveloped land values.

- B. PPN 18-11009  
Taxes for the first half are paid.  
Taxes for the second half are due and payable.  
Per half amount \$126.63.

The above amount includes the following special assessments:

Assessment for 2-00-0000 TASD - Mosquito in the amount of \$0.40 per half year.

Note: Attention is directed to the fact that current real estate taxes are undeveloped land values.

- C. PPN 18-11008  
Taxes for the first half are paid.  
Taxes for the second half are due and payable.  
Per half amount \$460.61.

The above amount includes the following special assessments:

Assessment for 2-00-0000 TASD - Mosquito in the amount of \$1.45 per half year.



**Exhibit "A"**

Parcel 1:

Situated in the Township of Toledo, County of Lucas and State of Ohio:

And known as being part of Lot Three (3) in Bishop Farm in Original Lot Nos. Four (4) and Five (5) of the Governmental Subdivision of Section 13, Town 9 South, Range 7 East, City of Toledo, Lucas County, Ohio, more particularly described as follows:

Commencing at the Northeast corner of Original Lot No. Four (4) of the Governmental Subdivision of said Section 13, also being the Northeast corner of the Southwest Quarter of Section 13;

Thence North 89 deg. 43' 03" West 1178.90 feet along the North line of said Original Lot Four (4) and the North line of said Southwest Quarter of Section 13 to the West line of Lot Three (3) Bishop Farm being 1178.76 feet West of and parallel with the East line of said Lot Four (4);

Thence South 00 deg. 35' 26" East 1124.57 feet along said West line to a concrete monument found;

Thence South 00 deg. 35' 26" East 371.10 feet continuing along said West line to an iron pipe found on the North right of way line of Gridley Road;

Thence South 83 deg. 19' 26" East 60.49 feet along said North right of way line to an iron rod set at the true point of beginning;

Thence North 00 deg. 35' 26" West 166.50 feet to an iron rod set;

Thence South 84 deg. 00' 00" East 276.50 feet to an iron rod set;

Thence South 06 deg. 00' 00" West 89.13 feet to an iron rod set;

Thence South 70 deg. 35' 17" East 105.88 feet to an iron rod set;

Thence South 71 deg. 33' 07" East 279.23 feet to an iron rod set;

Thence South 70 deg. 51' 24" East 191.05 feet to an iron rod set;

Thence South 79 deg. 53' 07" East 116.39 feet to an iron rod set;

Thence South 80 deg. 16' 50" East 249.97 feet to an iron rod set;

Thence South 85 deg. 22' 09" East 391.84 feet to an iron rod set on the West bank of the relocated Ottawa Rivers;

Thence Southwesterly along said West bank the following 4 courses:

South 29 deg. 54' 33" West 466.97 feet;

South 30 deg. 48' 22" West 200.02 feet;

Thence South 33 deg. 55' 54" West 173.91 feet;

**EXHIBIT "A" continued**

Thence South 04 deg. 08' 42" West 95.26 feet to the North right-of-way of the Toledo and Michigan Belt Railroad;

Thence North 89 deg. 29' 47" West 169.84 feet along said North right-of-way line to a capped iron rod found;

Thence Northwesterly continuing along said North right-of-way and along a curve to the right having a radius of 1060.49 feet, a central angle of 24 deg. 38' 15" for an arc length of 456.02 feet a chord of North 77 deg. 14' 54" West 452.51 feet to a capped iron rod found;

Thence South 25 deg. 09' 30" West 25.00 feet continuing along said North right-of-way to a capped iron rod found;

Thence Northwesterly continuing along said North right-of-way and along a curve to the right having a radius of 1332.42 feet a central angle of 08 deg. 32' 50" for an arc length of 198.77 feet, a chord of North 60 deg. 18' 14" West, 198.58 feet to a capped iron rod found;

Thence North 55 deg. 39' 02" West 102.65 feet continuing along said North right-of-way and along a curve to the left having a radius of 1420.00 feet a central angle of 13 deg. 30' 03" for an arc length of 334.60 feet a chord of North 62 deg. 18' 57" West 333.83 feet to a concrete monument found on the West line of Lot (3) of Bishop Farm;

Thence North 00 deg. 35' 26" West 644.18 feet along said West line to the South right-of-way line of Gridley Road as conveyed to the City of Toledo by Deed recorded in Volume 380, Page 14, of Lucas County Record of Deeds;

Thence South 83 deg. 19' 26" East 374.81 feet along said South right-of-way line of Gridley Road to a point;

Thence South 70 deg. 21' 26" East 264.72 feet continuing along said South right-of-way to a point;

Thence South 82 deg. 25' 26" East 336.93 feet continuing along said South right-of-way to the East end of Gridley Road, being 225.06 feet West of the East line of Original Lot No. Five (5);

Thence North 00 deg. 35' 26" East 20.21 feet along said line being 225.06 feet West of and parallel to the East line of said Original Lot No. Five (5) to the North right-of-way line of Gridley Road;

Thence North 82 deg. 25' 26" West 331.95 feet along said North right of way to a point;

Thence North 70 deg. 21' 26" West 264.88 feet continuing along said North right of way to a point;

Thence North 83 deg. 19' 26" West 319.14 feet continuing along said North right-of-way to the point of beginning and containing 27.575 acres more or less and subject to all legal highways.

0 Creekside Avenue  
Toledo, Ohio 43612  
PPN: 18-09792

**EXHIBIT "A" continued**

Parcel 2:

Situated in the City of Toledo, County of Lucas and State of Ohio:

And known as being a strip of land in the Southwest Quarter of Section Thirteen (13), Town Nine (9) South, Range Seven (7) East, in Lucas County, Ohio, Twenty (20) feet in width, whose centerline begins Ten (10) feet South of a stone monument that is Eleven Hundred and Nine and Thirteen Hundredths (1109.13) feet North of the South line of said Section Thirteen (13) and on a line running parallel with the North line of the Southwest Quarter of Section Thirteen (13) Two Thousand Fifty-Nine and Two Tenths (2059.2) feet Easterly of a stone monument in the center of Lagrange Street located Two Thousand Eight Hundred Fifty-Nine and Twelve Hundredths (2859.12) feet Northerly of the center of Lagrange Street where the same crosses the channel of Ten Mile Creek, said stone monument being described in a certain Deed from Nicholas Rassel to the Zehner Bros. Packing Co., dated December 17, 1904 and recorded in Volume 296 of Lucas County Deeds, Page 157;

Thence Easterly to the right Seven degrees and Eight minutes (7 deg. 08') from a line which is Ten (10) feet South of and parallel with the North line of the Southwest Quarter of said Section Thirteen (13), said line being the old North line of Zehner Bros., 10.73 acre tract in Section Thirteen (13), Town Nine (9) South, Range Seven (7) East for a distance of Three Hundred Seventy-Seven and Two Tenths (377.2) feet to a point;

Thence at an angle to the right of Twelve degrees and Fifty-Eight minutes (12 deg. 58') for a distance of Two Hundred Sixty-Four and Eight Tenths (264.8) feet to a point;

Thence at an angle to the left of Twelve degrees and Four minutes (12 deg. 4') for a distance of Three Hundred Thirty-Two and Five Tenths (332.5) feet, more or less to the lands of the Toledo Disposal Company in the City of Toledo, County of Lucas, Ohio.

Said parcel being the same as the following described parcel:

A parcel of land known as Gridley Road being the same land described in Instrument Recorded 01-0027-D11 and being part of Lot Nine (9) and part of Lot Three (3) of Bishop Farm in Original Lot Nos. Four (4) and Five (5) of the Governmental Subdivision of Section 13, Town 9 South, Range 7 East, City of Toledo, Lucas County, Ohio, more particularly described as follows:

Commencing at the Northeast corner of Original Lot No. Four (4) of the Governmental Subdivision of said Section 13, also being the Northeast corner of the Southwest Quarter of Section 13;

Thence North 89 deg. 43' 03" West 1178.90 feet along the North line of said Original Lot Four (4) and the North line of said Southwest Quarter of Section 13 to the West line of Lot Three (3) Bishop Farm, being 1178.76 feet West of and parallel with the East line of said Lot Four (4);

Thence South 00 deg. 35' 26" East 1124.57 feet along said West line to a concrete monument found;

Thence South 00 deg. 35' 26" East 371.10 feet continuing along said West line to a point on the North right of way line of Gridley Road and the point of beginning;

Thence South 83 deg. 19' 26" East 379.63 feet along said North right of way line to a point;

**EXHIBIT "A" continued**

Thence South 70 deg. 21' 26" East 264.88 feet continuing along said right of way line to a point;

Thence South 82 deg. 25' 26" East 331.95 feet continuing along said right of way line to a point;

Thence South 00 deg. 35' 26" East 20.20 feet continuing along said right of way line to a point;

Thence North 82 deg. 25' 26" West 336.93 feet continuing along said right of way line to a point;

Thence North 70 deg. 21' 26" West 264.72 feet continuing along said right of way line to a point;

Thence North 83 deg. 19' 26" West 374.81 feet continuing along said right of way line to a point on the West line of Lot Three (3) Bishop's Farm;

Thence North 00 deg. 35' 26" West 20.00 feet along said line to the point of beginning, containing 0.448 acres more or less and subject to all legal highways.

This description was prepared by Mannik and Smith Inc. on February 7, 2001 from a survey made by Mannik and Smith, Inc., in January, 1999.

0 Creekside Avenue  
Toledo, Ohio 43612  
PPN: 18-09793

**Parcel 3:**

Situated in the City of Toledo, County of Lucas and State of Ohio:

Non-exclusive ingress and egress easement as created by easement agreement recorded in Lucas County Record of Deeds Microfiche No. 99-585-B07, over, under and across the land described as follows:

Being part of Lot Three (3) of Bishop Farm in Original Lots Four (4) and Five (5) of the Governmental Subdivision of Section 13, Town 9 South, Range 7 East, City of Toledo, Lucas County, Ohio, more particularly described as follows:

Commencing at the Northeast corner of Original Lot No. Four (4) of the Governmental Subdivision of said Section 13. Also being the Northeast corner of the Southwest Quarter of Section 13;

Thence North 89 deg. 43' 03" West 1178.90 feet along the North line of said Original Lot Four (4) and the North line of said Southwest Quarter of Section 13 to the West line of Lot Three (3) Bishop Farm being 1178.76 feet West of and parallel with the East line of said Lot Four (4);

Thence South 00 deg. 35' 26" East 1124.57 feet along said West line to a concrete monument found;

**EXHIBIT "A" continued**

Thence South 00 deg. 35' 26" West 205.32 feet continuing along said West line to an iron rod set;

Thence South 84 deg. 00' 00" East, 336.90 feet to an iron rod set;

Thence South 06 deg. 00' 00" West 89.13 feet to an iron rod set;

Thence South 70 deg. 35' 17" East 105.88 feet to an iron rod set;

Thence South 71 deg. 33' 07" East, 279.23 feet to an iron rod set;

Thence South 70 deg. 51' 24" East 191.05 feet to an iron rod set;

Thence South 79 deg. 53' 07" East, 86.35 feet to the true point of beginning;

Thence North 13 deg. 13' 25" East 81.97 feet to a point;

Thence North 08 deg. 31' 03" East 51.77 feet to a point;

Thence North 00 deg. 44' 56" East 40.65 feet to a point;

Thence North 05 deg. 40' 01" West 9.95 feet to a point;

Thence North 71 deg. 06' 30" East 61.64 feet to a point;

Thence South 05 deg. 40' 01" East 26.62 feet to a point;

Thence South 00 deg. 44' 56" East 48.09 feet to a point;

Thence South 08 deg. 31' 03" West 59.10 feet to a point;

Thence South 13 deg. 13' 25" West 80.97 feet to a point;

Thence North 80 deg. 16' 50" West 30.06 feet to a point;

Thence North 79 deg. 53' 07" West 30.04 feet to the point of beginning and containing 11997 square feet or 0.275 acres more or less but subject to all legal highways.

Subject to the terms, provisions and conditions set forth in the said instrument.

Parcel 4:

Situated in the City of Toledo, County of Lucas and State of Ohio:

Non-exclusive ingress and egress easement created by easement agreement recorded in Lucas County Record of Deeds Microfiche No. 01-0027-E01 over, under and across the land described as follows:

That part of Share Number 1 of the Plat of Bishop Farm in the Southwest Quarter of Section 13, Town 9 South, Range 7 East in the City of Toledo, Lucas County, Ohio, bounded and described as follows:

**EXHIBIT "A" continued**

Commencing at a concrete monument found at the intersection of the East line of Creekside Avenue with the centerline of Sylvania Avenue;

Thence North 01 deg. 14' 59" West 665.75 feet along said East line of Creekside Avenue to a point 132.00 feet North of the North right of way line of the Michigan central railroad and the true point of beginning;

Thence North 01 deg. 14' 59" West 30.00 feet continuing along said East line to a point;

Thence North 88 deg. 24' 00" East 410.00 feet parallel to the North right of way line of said Michigan Central Railroad to a point;

Thence North 01 deg. 14' 59" West 403.31 feet parallel to said East line of Creekside Avenue to a point 7.00 feet South of the North line of said Share Number 1 of Bishop Farm;

Thence South 89 deg. 46' 50" East 556.32 feet parallel to said North line to the East line of said Share Number 1 of Bishop Farm;

Thence South 00 deg. 35' 26" East 20.00 feet along said East line to a concrete monument found;

Thence North 89 deg. 46' 50" West 526.08 feet parallel to said North line of Share Number 1 of Bishop Farm to a point;

Thence South 01 deg. 14' 59" East 412.35 feet parallel with the East line of said Creekside Avenue to a point;

Thence South 88 deg. 24' 00" West 440.00 feet parallel to said North right of way line of Michigan Central Railroad to the point of beginning containing 0.822 acres of land more or less and subject to all legal highways.

Subject to the terms, provisions and conditions set forth in said instrument.

Parcel 5:

Situated in the City of Toledo, County of Lucas and State of Ohio:

And known as being part of The First and Second Share of Bishop's Farm Subdivision in Section 13, Town 9 South, Range 7 East, City of Toledo, Lucas County, Ohio bounded and described as follows:

Commencing at 5/8 inch capped iron rod set at the intersection of the East line of the First Share of Bishop's Farm with the North line of Creekside Avenue (20 feet wide) said point being 7.00 feet South of the Southeast corner of said Second Share of Bishop's Farm;

Thence South 89 deg. 32' 13" West 517.48 feet along the North line of said Creekside Avenue to the point of beginning;

Thence South 89 deg. 32' 13" West 58.01 feet to a point;

Thence North 01 deg. 55' 48" West 7.00 feet to a point;

**EXHIBIT "A" continued**

Thence along a curve to the right through a central angle of 34 deg. 16' 29" having a radius of 330.78 feet, 197.88 feet along said curve having a chord of North 30 deg. 04' 52" East 194.94 feet to the point of tangent;

Thence North 47 deg. 13' 07" East 70.45 feet to a point;

Thence South 01 deg. 55' 48" East 102.18 feet to a point;

Thence South 38 deg. 02' 13" West 153.55 feet to the point of beginning, containing 0.366 acres more or less and subject to all legal highways, easements and restrictions of record, being part of Gorney Property Rec. 99-585C06. This description was prepared by the Mannik and Smith Group Inc. on July 17, 2002 from a survey of the premises.

0 Creekside Avenue  
Toledo, Ohio 43612  
PPN: 18-11009

Parcel 6:

Situated in the City of Toledo, County of Lucas County and State of Ohio:

And known as being part of the First and Second Share of Bishop's Farm Subdivision in Section 13, Town 9 South, Range 7 East, City of Toledo, Lucas County, Ohio bounded and described as follows:

Beginning at 5/8 inch capped iron rod set at the intersection of the East line of the First Share of Bishop's Farm with the North line of Creekside Avenue (20 feet wide) said point being 7.00 feet South of the Southeast corner of said Second Share of Bishop's Farm;

Thence South 89 deg. 32' 13" West 492.48 feet along the North line of said Creekside Avenue to a point;

Thence North 38 deg. 02' 13" East 145.11 feet to a point;

Thence North 01 deg. 55' 48" West 93.16 feet to a point;

Thence North 47 deg. 13' 07" East 158.55 feet to a point;

Thence North 89 deg. 32' 13" East 229.86 feet to a point;

Thence South 32 deg. 29' 55" East 107.53 feet to a point;

Thence South 00 deg. 34' 02" East 222.28 feet along said East line to the point of beginning containing 2.815 acres more or less and subject to all legal highways, easements and restrictions of record, being part of Gorney Property Rec. 99-585C06. This description was prepared by the Mannik and Smith Group Inc. on July 17, 2002 from a survey of the premises.

0 Creekside Avenue  
Toledo, Ohio 43612  
PPN: 18-11008

Stickney West C&DD LLC  
Environmental Covenant  
for Financial Assurance Property

**EXHIBIT B**  
**Site Photos**



EXHIBIT B  
Stickney Recycling Access Road  
6/23/2014



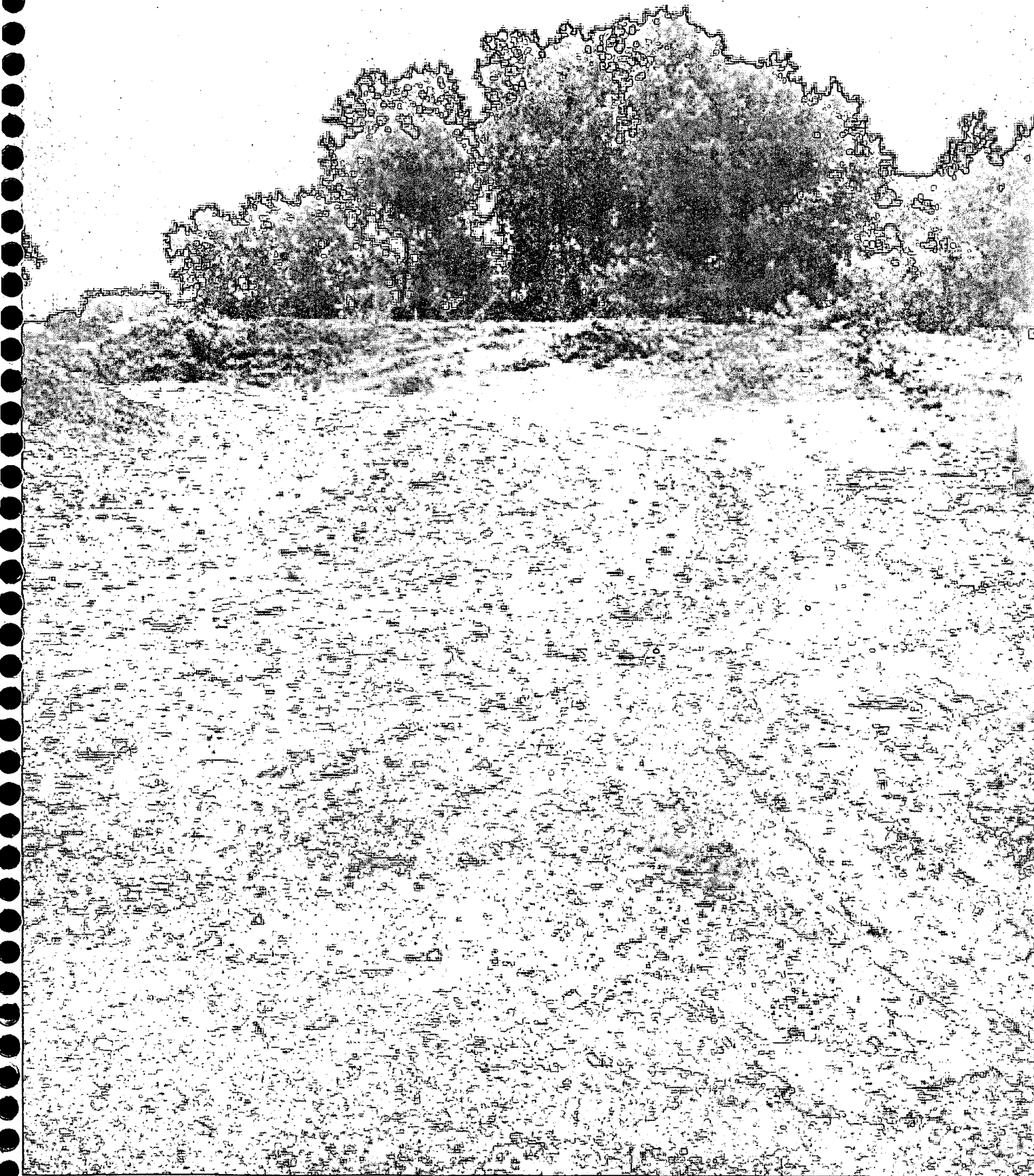
EXHIBIT B  
Stickney Recycling Access Road  
6/23/2014



EXHIBIT B  
Stickney Recycling Soil Stockpile  
6/23/2014

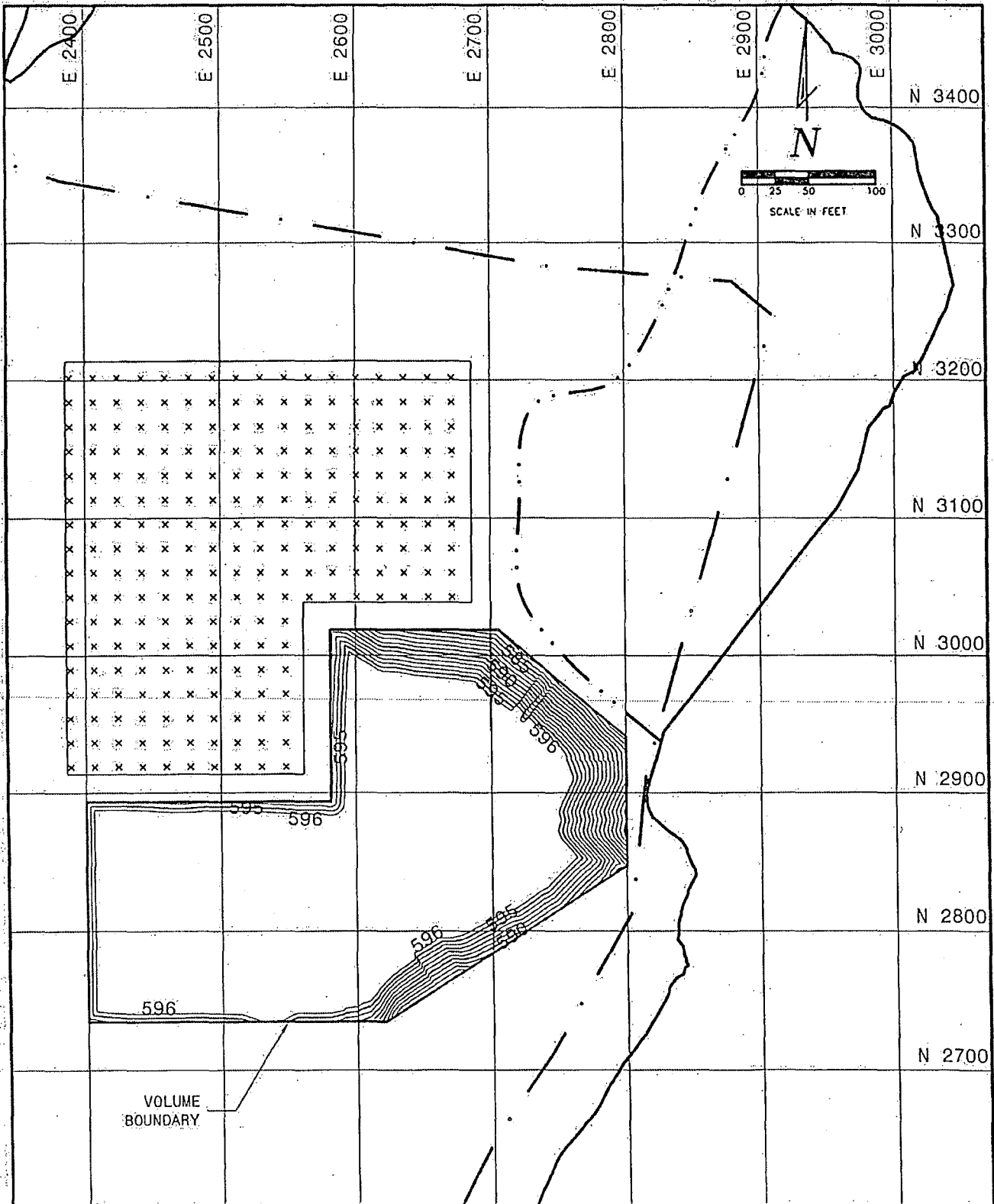


EXHIBIT B  
Stickney Recycling Soil Stockpile  
6/23/2014



Stickney West C&DD LLC  
Environmental Covenant  
for Financial Assurance Property

**EXHIBIT B**  
**Surveys**



BROWNFIELDS  
SHALE OIL & GAS  
WASTE MANAGEMENT  
ENVIRONMENTAL  
ALTERNATIVE ENERGY

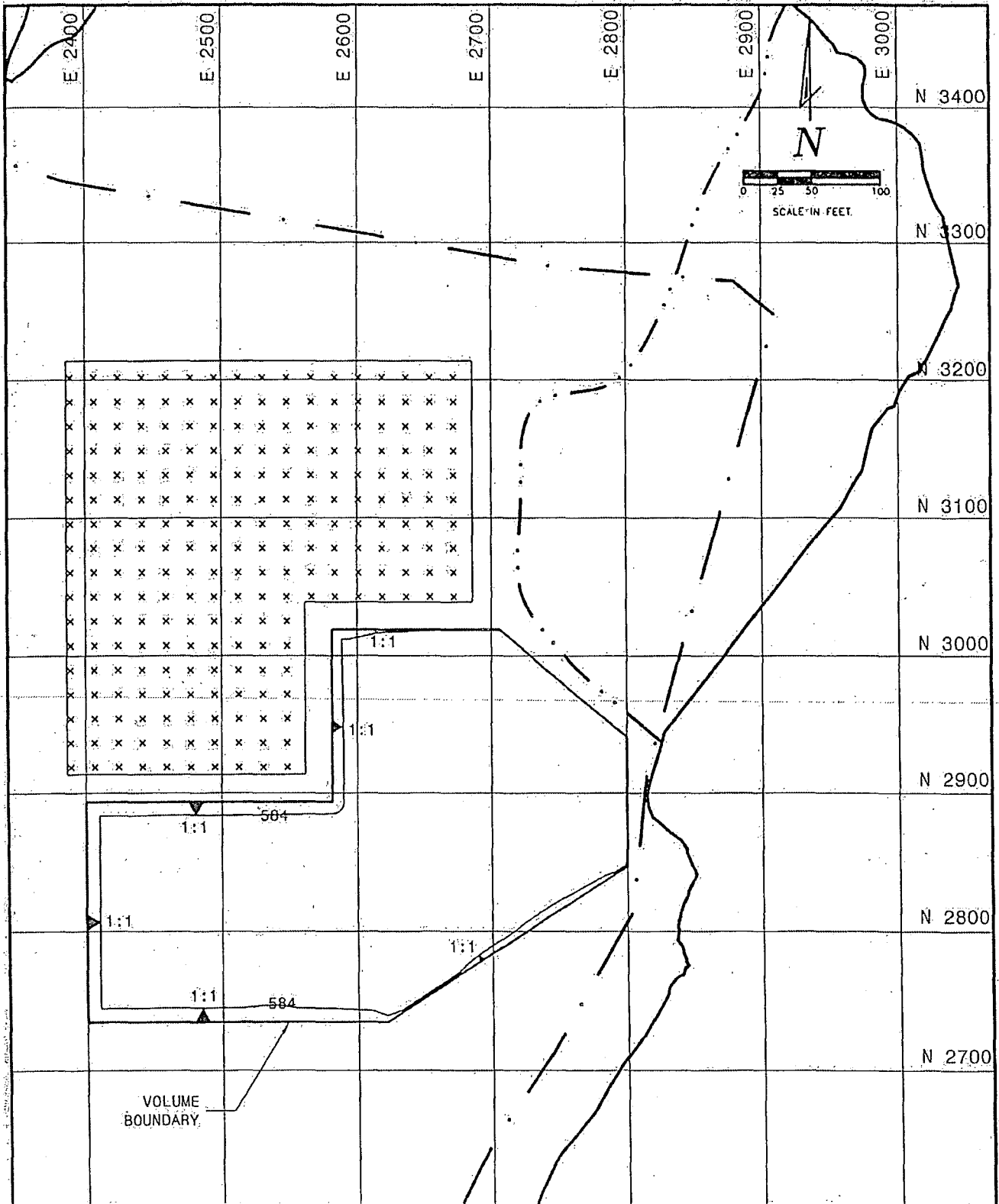
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3401 Glendale Ave. Phone: (419) 335-2018  
Suite 300 Fax: (419) 385-3487  
Toledo, Ohio 43614 www.hullinc.com

STICKNEY RECYCLING  
SHEET 1 OF 3

**VOLUME SURFACE (2) -  
SOIL STOCKPILE (BERM)**

CITY OF TOLEDO, LUCAS COUNTY, OHIO

PROJECT NO.:	HEM136	DATE:	6/19/14
CAD DWG FILE:	HEM136.100.0129	DRAWN BY:	GAC



BROWNFIELDS  
 SHALE OIL & GAS  
 WASTE MANAGEMENT  
 ENVIRONMENTAL  
 ALTERNATIVE ENERGY

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 3401 Glendale Ave., Phone: (419) 385-2018  
 Suite 300 Fax: (419) 385-5487  
 Toledo, Ohio 43614 www.hullinc.com

STICKNEY RECYCLING  
 SHEET 2 OF 3

VOLUME SURFACE (1) -  
 EXCAVATION TO 584'

CITY OF TOLEDO, LUCAS COUNTY, OHIO

PROJECT NO.:	HEM136	DATE:	6/19/14
CAD DWG FILE:	HEM136.100.0128	DRAWN BY:	GAC