



91181935

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

STATE OF OHIO, EX REL. MICHAEL DEWINE OHIO
ETC.

Plaintiff

SILVER OAK LAND DEVELOPMENT, INC. - ET AL.

Defendant

Case No: CV-13-813900

Judge: MICHAEL P DONNELLY

JOURNAL ENTRY

96 DISP.OTHER - FINAL

CONSENT ORDER. OSJ.

COURT COST ASSESSED AS DIRECTED.

PURSUANT TO CIV.R. 58(B), THE CLERK OF COURTS IS DIRECTED TO SERVE THIS JUDGMENT IN A MANNER
PRESCRIBED BY CIV.R. 5(B). THE CLERK MUST INDICATE ON THE DOCKET THE NAMES AND ADDRESSES OF ALL
PARTIES, THE METHOD OF SERVICE, AND THE COSTS ASSOCIATED WITH THIS SERVICE.

OSJ
Judge Signature

Date

FILED
2015 OCT -8 A 9:41
CLERK OF COURTS
CUYAHOGA COUNTY

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

STATE OF OHIO, *ex rel.*
MICHAEL DEWINE
OHIO ATTORNEY GENERAL,

Plaintiff,

v.

SILVER OAK LAND
DEVELOPMENT, INC.,

and

GLEND A GREZLIK,

Defendants.

Case No. CV-13-813900

JUDGE MICHAEL P. DONNELLY

CONSENT ORDER

WHEREAS, Plaintiff State of Ohio ("State"), through its Attorney General Michael DeWine, filed a Complaint for Injunctive Relief and Civil Penalties ("Complaint") against Defendants Silver Oak Land Development, Inc. ("Silver Oak") and Glenda Grezlik (by and through her guardianship) (hereinafter referred to as "Defendants") alleging violations of Ohio's Construction and Demolition Debris laws and solid waste laws found in Ohio Revised Code ("R.C.") Chapters 3714 and 3734, respectively, occurring at a former construction and demolition debris landfill located at 26101 Solon Road, Oakwood Village, Ohio ("Landfill"). Defendant Silver Oak Land Development, Inc. is the owner of real property located in the Village of Oakwood, Cuyahoga County, Ohio, consisting of a 23.48 acre parcel identified as Parcel Number 795-41-005, a 21.85 acre parcel identified as Parcel Number 795-42-001, and a 3.4374 acre parcel identified as

Parcel Number 795-43-001, and more particularly described in Exhibit A attached hereto and made a part hereof ("the Property"). The Landfill is located on the Property.

NOW THEREFORE, without trial, admission or determination of any issue of fact or law and 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 Parties and the subject matter of this action pursuant to R.C. Chapters 3714 and 3734. The Complaint states claims upon which relief can be granted against Defendants under R.C. Chapter 3714 and 3734. Venue is proper in this Court.

II. PERSONS BOUND

2. All terms and provisions of this Consent Order shall apply to and be binding upon the parties to the action, their officers, agents, servants, employees, attorneys, and those persons in active concert or participation with them who receive actual notice of the order whether by personal service or otherwise.

3. This Consent Order acknowledges that Glenda Grezlik has been under Guardianship of the Summit County Probate Court since April 25, 2013 pursuant to the Summit County Probate Court's Order in Case No. 2012 GA 000319 with Kellie Zajac (fka Kellie Truesdell) serving as the Guardian of Glenda Grezlik's person and estate. This Consent Order, as it relates to Glenda Grezlik, has been approved by the Summit County Probate Court (see attached Order – Attachment B).

III. SATISFACTION OF LAWSUIT

4. Compliance with the terms of this Order shall constitute full satisfaction and complete release of liability of Defendants for all claims alleged in the State's Complaint and Amended Complaint.

IV. INJUNCTIVE RELIEF

5. **Property Access.** Defendants are enjoined and ordered to provide Ohio EPA, its contractors, employees, agents, and representatives ("Ohio EPA") and the Cuyahoga County Board of Health, its contractors, employees, agents and representative ("Board of Health") the right of full access to the Property, more particularly described on Exhibit A attached hereto and made a part hereof without any further or prior notice for all purposes that Ohio EPA or the Board of Health may deem reasonable, necessary or appropriate to address the conditions arising from or related to the violations at and closure and post closure care of the Silver Oak Landfill, including, but not limited to the following:

(a) Defendants shall allow Ohio EPA or the Board of Health at Ohio EPA's or the Board of Health's discretion, access over, under, across and through all access roads, easements and upon all portions of the Property;

(b) Defendants shall allow Ohio EPA or the Board of Health at Ohio EPA's or the Board of Health's discretion, access to construct roads or bridges on the Property.

(c) Defendants shall allow Ohio EPA or the Board of Health at Ohio EPA's or the Board of Health's discretion, access to install, construct, maintain or abandon or remove fencing, barriers, signs, equipment, structures and monitoring wells on the Property.

(d) Defendants shall allow Ohio EPA or the Board of Health at Ohio EPA's or the Board of Health's discretion, the right to excavate, contour, move, relocate and otherwise obtain and use soils and other resources located on the Property.

(e) Defendants shall allow Ohio EPA or the Board of Health, at the Ohio EPA's or Board of Health's discretion, access to the Property to perform leachate control, collection and disposal measures, conduct remedial work, perform closure and post-

closure care activities, and perform repairs and conduct other operation and maintenance work at the Property.

(f) Defendants shall allow the Ohio EPA or Board of Health at the Ohio EPA's or Board of Health's discretion, access to the Property to inspect, conduct sampling or perform monitoring of soil, surface or groundwater to address conditions arising from or related to closure or to post-closure care.

(g) Defendants shall allow Ohio EPA or the Board of Health, at the Ohio EPA's or Board of Health's discretion, access to remove tires, tanks, drums, and abandoned structures located on the Property.

6. **Additional Necessary Measures.** Nothing in the above paragraph number 4 shall be construed to limit the right of access of Ohio EPA or the Board of Health, their representative contractors, employees or agents to take additional measures that Ohio EPA or the Board of Health deem reasonable, necessary, or appropriate to address the conditions at the Property.

7. **Environmental Covenant and Easement.** Ohio EPA and Defendant, Silver Oak, pursuant to R.C. 5301.80 to 5301.92 and 3745.01, have entered into an Environmental Covenant (attached Exhibit C) for the purposes of subjecting the Property identified as parcel ID numbers 795-41-005, 795-42-001, and 795-43-001 and more particularly described on Exhibit A to certain activity and use limitations. Ohio EPA and the Board of Health and Defendant Silver Oak have entered into an Easement for all purposes specified therein (attached Exhibit D). Defendants are hereby Ordered to comply with the aforementioned Easement and Environmental Covenant.

8. Defendants agree not to interfere with, hinder, harm, or otherwise damage the closure measures or post-closure care measures taken by Ohio EPA or the Board of Health at the Property, including any operation and maintenance measures undertaken by Ohio EPA or the Board of Health.

9. Upon completion of any closure or post-closure care measures performed on the Property by the Ohio EPA or the Health Department, Defendants agree that the Director of Ohio

EPA or the Health Department may record the costs incurred by performing those measures, over and above any costs that may be or are reimbursed by the financial assurance fund, including costs for labor, materials, and contract services, at the office of the county recorder of the county in which the Property is located with the deed upon the Property identified as parcel ID numbers 795-41-005, 795-42-001 and 795-43-001. Defendants agree that the costs so recorded shall constitute a lien against the Property identified as parcel ID numbers 795-41-005, 795-42-001 and 795-43-001, until discharged. Defendants agree not to dispute the validity of any lien, filed in accordance with this Consent Order, either in law or equity.

10. Plaintiff maintains, and Defendant agrees, that Plaintiff, by entering into this Consent Order, assumes no liability for any injuries or damages to persons or property resulting from actions taken, or not taken, by Ohio EPA, its contractors, employees, agents, representatives, or assigns, or for actions taken, or not taken, by the Board of Health, its contractors, employees, agents, representatives, or assigns provided that those activities do not constitute gross negligence or intentional misconduct by the state. For purposes of this division "gross negligence" means reckless, willful, or wanton misconduct."

11. **Covenant Not to Sue.** Defendants agree and covenant not-to-sue the State including Ohio EPA, its contractors, employees, agents, representatives, or assigns, and the Board of Health, its contractors, employees, agents, representatives, or assigns, for any and all actions taken at the Property, and for any and all actions not taken by the State including Ohio EPA, its contractors, employees, agents, representatives, and assigns, and the Board of Health, its contractors, employees, agents, representatives, and assigns at the Property, to address conditions arising from or related to closure or post-closure care of the Landfill. Defendants covenant not-to-sue and agree not to assert any claim, demand, or cause of action against the Ohio EPA, its contractors, employees, agents,

representatives, or assigns, or the Board of Health, its contractors, employees, agents, representatives, or assigns, with respect to liability based upon ownership of the Property or natural resources thereon for loss, damage, diminution in value to the Property, mineral rights whether merged with the Property or severed, or natural resources, including timber, upon the Property.

V. CIVIL PENALTY

12. Defendants agree to jointly pay a Civil Penalty to the State of Ohio in the amount of \$360,000, to be satisfied through a lien of the same amount on the Property identified as parcel ID numbers 795-41-005, 795-42-001 and 795-43-001 located at 26101 Solon Road, Oakwood Village, Ohio.

13. Defendant Glenda Grezlik, by and through her Guardian, agrees to make application to the Summit County Probate Court for approval of this agreement and the payment of an amount of civil damages. Pending the Summit County Probate Court's approval of that amount, J. Ross Haffey, in his capacity as trustee for Silver Oak Land Development, and Kellie Zajac, in her capacity as Guardian of Glenda Grezlik, agree to have Glenda Grelik and Silver Oak, respectively pay the amount of civil damages agreed to above.

VI. RESERVATION OF RIGHTS

14. The Parties agree that the Defendants are not currently operating or conducting any business at the Landfill. Nothing in this Consent Order or Agreement shall prohibit the State of Ohio from bringing legal claims against Defendants if they resume operation of the Landfill. Nothing herein shall be construed to relieve Defendant of its obligations to comply with applicable federal, State, or local statutes, regulations, rules, or ordinances.

15. Ohio EPA specifically reserves all rights in law or equity to recover any public funds expended to address closure or post-closure care conditions related to the Property by filing a lien

against the Property, upon incurring such costs or recording such costs incurred, and executing against the Property on such lien against the Property.

VII. MODIFICATION

16. No modification shall be made to this Order without the written agreement of the Parties approved by counsel for the State of Ohio.

VIII. CONTINUING JURISDICTION

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

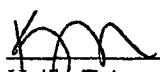
IX. ENTRY OF CONSENT ORDER AND FINAL JUDGMENT BY CLERK

18. 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 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.

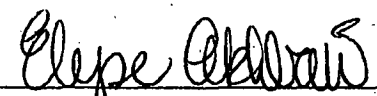
IT IS SO ORDERED.


JUDGE MICHAEL DONNELLY

ORDER CONSENTED TO BY:

 Guardian of Glenda Grezlik 5/23/15
Kellie Zajac, in her capacity as Guardian Date
Of the Person and Estate of Glenda Grezlik


J. Ross Haffey, in his capacity as trustee for Silver
Oak Land Development
7/16/15
Date


Elyse Alkhbari of State
Ohio Attorney General's Office
7-13-15
Date

TRANSFER NOT REQUIRED

JUL 22 2015

CUYAHOGA COUNTY FISCAL OFFICE

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 11
DEEA 7/22/2015 11:17:16 AM
201507220444

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is entered into as of the 26th day of June, 2015, by and between Silver Oak Land Development Inc. ("Grantor"), and THE OHIO ENVIRONMENTAL PROTECTION AGENCY ("Ohio EPA") and THE CUYAHOGA COUNTY DISTRICT BOARD OF HEALTH (the "Health Department") (collectively, "Grantees").

RECITALS

A. Grantor is the owner of real property located in the Village of Oakwood, Cuyahoga County, Ohio, consisting of a 23.48 acre parcel identified as Parcel Number 795-41-005, a 21.85 acre parcel identified as Parcel Number 795-42-001, and a 3.4374 acre parcel identified as Parcel Number 795-43-001, and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property").

B. Pursuant to Paragraph No. 7 of the Consent Order filed with the Court of Common Pleas, Cuyahoga County, Ohio, Case No. CV-13-813900 (the "Consent Order"), the Grantor agrees to provide the Grantees Ohio EPA, the Health Department and their authorized representatives, agents, assigns and contractors, respectively, with access to and an easement for the Property, as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Grantees hereby covenant and agree as follows:

1. Incorporation of Recitals. Each of the above recitals is incorporated into this Agreement as if fully set forth herein.



2. Environmental Covenant. Silver Oak Land Development Inc. and the Ohio EPA pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property, described herein, to certain activity and use limitations and specified obligations, agreed to and recorded on 22nd day of July, 2015 an Environmental Covenant as a deed record for the Property Vol. —, Page — with the Cuyahoga County Recorder. The activity and use limitations of said recorded Environmental Covenant are fully incorporated into this agreement as if fully set forth herein. Afn. # 201507220442.

3. Grant of Easement. Grantor hereby grants and conveys to Grantees, and their authorized representatives, agents, assigns and contractors, an appurtenant easement and easement of right of way, for access over, under, across and through the Property, and an easement to inspect the Property, to construct roads or bridges, and an easement for the addition of soils, excavation, removal and use of soils and other resources on the Property, and an easement to install, construct, maintain or abandon or remove fencing, barriers, signs, equipment, structures and monitoring wells, and an easement for the purpose of taking samples, constructing air and water quality monitoring equipment, performing leachate control and collection measures, conducting remedial work, performing closure and post-closure care activities, and performing repairs and conducting such other operation and maintenance work at the Property, and an easement to remove tanks, drums, and abandoned structures located on the Property.

4. Use. The foregoing easements and rights granted herein shall be deemed appurtenant to the Property and shall be to the benefit of the Grantees, and shall from time to time benefit the Property or a portion thereof, and shall burden the Property in the manner herein set forth and all such benefits and burdens shall be deemed to run forever and perpetually with the land, and shall be binding upon Grantor, successors, heirs, transferees and assigns of the Property, respectively. It is specifically covenanted that any law to the contrary notwithstanding, such easements and rights shall not be extinguished or impaired by foreclosure, leasehold, assignment, sale or transfer of ownership of the Property, or any portion thereof.

5. Access. Grantor shall have access to all portions of the Property at all times for all purposes not inconsistent with the terms of this Agreement or the activity and use limitations of the recorded Environmental Covenant referenced herein.

6. Property Conditions. In the event that Grantees cease to use the Property, Grantees shall not be obligated to replace any structures, soil, brush, shrubs, trees, or timber removed from the Property.

OKA

7. Additions to the Property. The foregoing easements and rights granted herein shall also be deemed to be appurtenant to and shall run with any land that may hereafter come into common ownership with the Property, or any portion thereof, and that is contiguous to the Property, or any portion thereof. An area physically separated from the Property but having access thereto by means of public ways or private easements, rights or licenses is deemed to be contiguous to the Property.

8. Severability. The provisions of this Easement are severable, and the invalidity of one or more of the provisions shall not affect the validity or enforceability of any other provisions.

9. Multiple Counterparts. This Agreement may be executed in identical, multiple counterparts all of which, when taken together, shall constitute one document.

10. Recordation. This Easement shall be governed by the laws of Ohio and shall be effective upon recordation with the Cuyahoga County Recorder with the deed for the Property depicted in Exhibit A.



(signature blocks on the following pages)

EXHIBIT A

Legal Description of Property

(the balance of this page intentionally left blank)

046871

Know all Men by these Presents

That I, Frank Grozlik, An Unmarried Man,

The Grantor
who claim title by or through instrument—recorded in Volume _____ Page _____
County Recorder's Office, for the consideration of _____
Ten and no/100 _____ Dollars (\$ 10.00)
received to my full satisfaction of Silver Oak Land Development,
Inc., an Ohio Corporation,

The Grantee
whose TAX MAILING ADDRESS will be _____
do

have Given, Granted, Remised, Released and Forever Quit Claimed, and do by these presents absolutely
give, grant, remise, release and forever quit claim unto the said grantee its
heirs and assigns forever, all such right and title as I

The said grantor, have in, ought to have in and to the following described piece
or parcel of land, situated in the Village of Oakwood
County of Cuyahoga and State of Ohio:

PARCEL NO. 1: Situated in the Village of Oakwood, County of Cuyahoga, and State of Ohio, and known as being part of Original Bedford Township lots Nos. 60 and 70, and being further bounded and described as follows: Beginning at the intersection of the centerline of Richmond Road (60 feet wide) and the centerline of Selon Road (60 feet wide), thence Southerly along the centerline of Richmond Road about 666.30 feet to the Southeast corner of land conveyed to George A. Laing by deed, dated May 28, 1938 and recorded in Volume 4854, Page 480 of Cuyahoga County Records and the principal place of beginning; Thence continuing Southerly along the centerline of Richmond Road about 1471.80 feet to the Northerly line of land conveyed to The Board of Park Commissioners of the Cleveland Metropolitan Park District by deed dated April 3, 1947 and recorded in Volume 6267, Page 425 of Cuyahoga County Records; Thence North 75 deg. 03' 39" West along the Northeastly line of land conveyed to said Cleveland Metropolitan Park District, 964.46 feet to an angle point in said Northerly line; Thence due West along said Northerly line 6.51 feet to a point; Thence North 14 deg. 56' 21" East and 151.68 feet to a point; Thence in a Northerly direction to a point drawn distant North 75 deg. 03' 39" West 927.85 feet from a point in the centerline of Richmond Road distant 186.30 feet Northerly measured along said centerline from the Northerly line of land conveyed to the said Board of Park Commissioners, as aforesaid; Thence continuing North 14 deg. 56' 21" east 720 feet to a point; Thence in a Northerly direction to a point distant South 62 deg. 15' 47" East 677.45 feet from the Southwesterly corner of land conveyed to George A. Laing, as aforesaid; Thence

North 27 deg. 44' 13" East 150.94 feet to a point; Thence North 62 deg. 15' 47" West 392.19 feet to a point in the Southerly line of land conveyed to George A. Laing, as aforesaid; Thence Easterly along said Southerly line of land as conveyed to George A. Laing about 992.10 feet to the principal place of beginning, be the same more or less, but subject to all legal highways.
Tax Account No. 795-42-1
Tax Account No. 795-43-1

PARCEL NO. 2: Situated in the Village of Oakwood, County of Cuyahoga, and State of Ohio: Being a part of Original Bedford Township Lot No. 50 and bounded and described as follows: Beginning at the intersection of the centerline of Solon Road (60 feet wide) and the Westerly line of Oakwood Village as now established; thence North 86 deg. 40' 25" East along said centerline of Solon Road 136.33 feet to an angle point; thence North 83 deg. 12' 30" east along said centerline of Solon Road 96.40 feet to the Westerly line of land conveyed to George A. Laing by deed dated May 28, 1938 and recorded in Volume 4854, Page 480 of Cuyahoga County Records; thence South 0 deg. 25' 37" East 509.33 feet along the Westerly line of land so conveyed to George A. Laing to the Southwesterly corner thereof; thence Easterly along the Southerly land of said George A. Laing's land, 322.29 feet to a point; thence South 62 deg. 15' 47" East 392.19 feet to a point; thence South 27 deg. 44' 13" West 150.94 feet to a point; thence in a Southerly direction along a line that will intersect a line drawn North 75 deg. 03' 39" West, 735.75 feet from a point in the centerline of Richmond Road distant Southerly measured along said centerline 540.91 feet from the Southeast corner of said George A. Laing; thence from said intersection South 14 deg. 56' 21" West 720 feet to a point; thence in a Southerly direction along a line that will intersect a line drawn North 14 deg. 56' 21" East 151.68 feet from a point distant due East 611.63 feet measured along the Northerly line of land conveyed to The Board of Park Commissioners of the Cleveland Metropolitan Park District by deed dated April 3, 1947 and recorded in Volume 6267, Page 425 of Cuyahoga County Records from the Westerly line of Oakwood Village; thence from said intersection South 14 deg. 56' 21" West 151.68 feet to the Northerly line of land conveyed to Board of Park Commissioners, as aforesaid; thence due West along said Northerly line 611.63 feet to the Westerly line of said Oakwood Village; thence Northerly along said Westerly Village line 1713.76 feet to the principal place of beginning, be the same more or less, but subject to all legal highways.
Tax Account No. 795-41-5

CONVEYANCE IS IN COMPLIANCE WITH SEC. 319.202 D.R.C.

PARCEL NO. 795-42-1 4701

CONVEYANCE IS IN COMPLIANCE WITH SEC. 319.202 D.R.C.

PAID

JUN 12 1945

Conveyance Fee 125.00 Receipt No. 9483A

TYPE 6 ARMS LENGTH YES NO ()

1. TIMOTHY MCCORMACK, County Auditor By AOH Deputy

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

State of Ohio, } Before me, a
County, } ss. in and for said County and State, personally appeared
the above named

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

In Testimony Whereof I have hereunto set my hand and
official seal, at this

day of A. D. 19

Official Seal

FRANK GREZLIK, AN UNMARRIED MAN,

TYP

SILVER OAK LAND DEVELOPMENT, INC.
AN OHIO CORPORATION.

TAX MAILING ADDRESS

Transferred 19

COUNTY CLERK

State of Ohio

County of 55

Received for Record on the

day of 19

at 19

and recorded in

Book 1107 Page

1107 50

COUNTY REC'D

Recorders Fee \$

And for valuable consideration I, Frank Grezlik,

do hereby remise,
release and forever quit-claim unto the said grantee, its heirs and assigns,
all my right and expectancy of Dower in the above described premises.
In Witness Whereof, I have hereunto set my hand, the
day of _____, in the year of our Lord one thousand nine hundred
and eighty-five.

Signed and acknowledged in presence of

James A. Grezlik
Norman L. Chubbey

X *Frank Grezlik*
Frank Grezlik

State of Ohio, Before me, a Notary Public
County, in and for said County and State, personally appeared
The above named Frank Grezlik, An Unmarried Man,

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

In Testimony Whereof, I have hereunto set my hand and
official seal, at *Solon, Ohio* this
9th day of *March*, A. D. 1985.

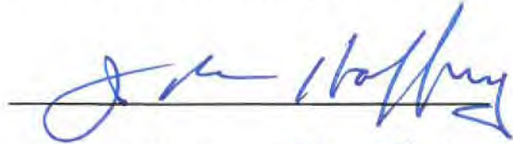
NORMAN L. CHUBBEY, Attorney
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

Norman L. Chubbey
Notary Public

IN WITNESS WHEREOF, the parties executed this Agreement as of the day and year first above written.

GRANTOR

Silver Oak Land Development Inc.



By: J. Ross Haffey *TRUSTEE*

Its: President

Its: Authorized Representative

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared J. Ross Haffey, Authorized Representative of Silver Oak Land Development Inc. an Ohio Corporation which executed the foregoing instrument, who acknowledged that he did sign the foregoing instrument on behalf of said corporation, being thereunto duly authorized, and that the same is his free act and deed individually and as such authorized representative and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at
LYNDHURST, Ohio, this 29 day of MAY, 2015.





Notary Public

My commission expires: NO EXPIRATION

TIMOTHY P. HAFFEY

SUPREME COURT OHIO # 41438

GRANTEE

CUYAHOGA COUNTY DISTRICT BOARD OF HEALTH



By: Terrence Allan
Its: Health Commissioner

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Terrence Allan, the Health Commissioner of the CUYAHOGA COUNTY DISTRICT BOARD OF HEALTH, who acknowledged to me that he/she did execute the foregoing instrument on behalf of the CUYAHOGA COUNTY DISTRICT BOARD OF HEALTH.

11th IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal the day of June, 2015.





Notary Public

My commission expires: _____

THOMAS P. O'DONNELL, Attorney
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Section 147.03 B.C.

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GRANTEE

OHIO ENVIRONMENTAL PROTECTION AGENCY



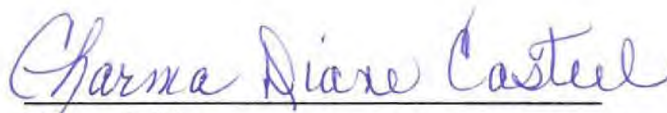
By: Craig W. Butler, Director

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)

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.

26th IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal the day of JUNE, 2015.




Notary Public
My commission expires: **CHARMA DIANE CASTEEL**
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES
May 10, 2019

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Prepared by: Janine Maney

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

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Silver Oak Land Development, Inc. ("Owner and Holder"), 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 Silver Oak construction and demolition debris landfill ("the Facility"), consistent with ORC Chapter 3714. and the rules promulgated thereunder. The Facility is located at Solon and Richmond Rd, Oakwood, Ohio 44146 in Cuyahoga County, Ohio. The administrative record for the environmental response project is contained in the files for the Facility located at the Ohio EPA's Central District Office in Franklin County, Ohio, or at the Cuyahoga County Health Department ("Health Department") in Cuyahoga County, Ohio.

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

OK

Now therefore, Owner and Holder, Silver Oak Land Development, Inc., 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 approximately 23.48 acres identified by the Cuyahoga County Auditor as Parcel Number 795-41-005, 21.85 acres identified by the Cuyahoga County Auditor as Parcel Number 795-42-001, and 3.4374 acres identified by the Cuyahoga County Auditor as Parcel Number 795-43-001, owned by Silver Oak Land Development, Inc., located at Solon and Richmond Rd, Oakwood, Ohio 44146, in Cuyahoga County, Ohio, and more particularly described in Exhibit A, as depicted in a copy of the Deed attached hereto and hereby incorporated by reference herein ("Property A") [the "Property"].

3. Owner. Silver Oak Land Development, Inc. ("Owner"), which is located at Solon and Richmond Rd, Oakwood, Ohio 44146 is the owner of the Property.

4. Holder. Owner, whose address is listed above, is the holder of this Environmental Covenant.

5. Present Condition of Property. The Owner and Holder represent: that no buildings or other structures, paved or aggregate roads or surfaces, or improvements, except for fencing, exist on the Property; that no hazardous substances, hazardous wastes, solid wastes, or other wastes or pollutants as defined under federal or state law are located on or in the Property.

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:

Industrial or Commercial Activity – There shall be no industrial or commercial activity undertaken or allowed on the Property, but the farming of agricultural crops and the grazing of livestock on the Property is permitted if done in accordance with all applicable federal, state, and local laws.

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, but re-grading to prevent the discharge of sediments to surface water, plowing for planting of agricultural crops, 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; but the placement of additional, prequalified soils on the Property is permitted when done in accordance with this Environmental Covenant, and the placement of fertilizer on the soil and the treatment and irrigation of crops for agricultural purposes is permitted when done in accordance with all applicable federal, state, and local laws.

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 except for construction and demolition debris emplaced on the Property prior to the effective date of this Environmental Covenant; 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. 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 and Holder agree to be bound by the provisions of this paragraph. The Ohio EPA and Health Department shall have access to the Property and the right to add to, excavate, remove, move, recover and use the soils and resources on the Property at no cost to the State of Ohio or the Health Department, as authorized pursuant to the Consent Order filed in the Court of Common Pleas, Cuyahoga County, Ohio, Case No. CV-13-813900, which provides that the State of Ohio or the Health Department is authorized to add to, excavate, remove, move, recover and use the soils and resources on the Property.

JKH

8. 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.

9. 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.

10. 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.

11. 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 (1st) of August of each year written documentation verifying that the activity and use limitations remain in place and are being complied with.

12. Notice upon Conveyance. Each instrument hereafter conveying any interest in 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_____, 20___, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE _____COUNTY RECORDER ON _____, 20___, IN [DOCUMENT _____, or BOOK____, PAGE ____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

Industrial or Commercial Activity – There shall be no industrial or commercial activity undertaken or allowed on the Property, but the farming of agricultural crops and the grazing of livestock on the Property is permitted if done in accordance with all applicable federal, state, and local laws.



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, but re-grading to prevent the discharge of sediments to surface water, plowing for planting of agricultural crops, 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; but the placement of additional, prequalified soils on the Property is permitted when done in accordance with this Environmental Covenant, and the placement of fertilizer on the soil and the treatment and irrigation of crops for agricultural purposes is permitted when done in accordance with all applicable federal, state, and local laws.

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 except for construction and demolition debris emplaced on the Property prior to the effective date of this Environmental Covenant; 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.

The Property, which includes soil added and attached to the Property, subject to this Environmental Covenant shall not be used to obtain or secure any subsequent interest, bailment, loan, mortgage, debt, purchase, sale's contract, vendor's lien, mechanic's lien or other contractual obligation.



Owner shall notify Ohio EPA, the Health Department and the Holder within ten (10) days after each conveyance of an interest in any portion of the Property. Owner's 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.

13. 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 and Holder agree to be bound by the provisions of this paragraph. The owner of the Facility agrees 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.

14. Amendment or Termination. This Environmental Covenant will terminate upon Ohio EPA's determination, approval of or concurrence with closure and post closure care of the Facility. Otherwise, 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 Holders 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 Cuyahoga County Recorder's Office, and shall provide a file- and date-stamped copy of the recorded instrument to Ohio EPA.

15. 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.

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

OK

17. Recordation. Within thirty (5) 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 Cuyahoga County Recorder's Office. If Owner fails to record within the aforementioned timeframe, the Owner agrees that Ohio EPA may seek to Record the Original or a copy of the executed Environmental Covenant, in the same manner as a deed to the Property, with the Cuyahoga County Recorder's Office.

18. 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 Cuyahoga County Recorder.

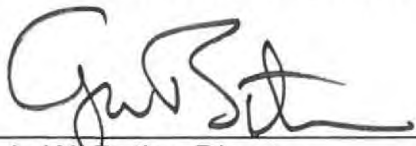
19. Distribution of Environmental Covenant. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA; the Health Department; the Holder; such unit of local government in which the Property is located, and each person who signed the Environmental Covenant.

20. 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, Director

6-26-15

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 26th day of JUNE, 2015.



Charma Diane Casteel

NOTARY PUBLIC

CHARMA DIANE CASTEEL

NOTARY PUBLIC

STATE OF OHIO

Notary Public MY COMMISSION EXPIRES

May 10, 2019

Prepared by: Janine Maney

The undersigned representative of the: Owner[s]; Holder[s]; and mortgagee[s], lien holder[s], and other parties with a recorded interest in the Property represent and certify that the representative is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

J. Ross Haffey Trustee
Signature of Owner

Trustee
Authorized Representative or Agent [Title],
Silver Oak Land Development, Inc.

5/29/15
Date

State of OHio)
County of Cuyahoga) ss:

Before me, a notary public, in and for said county and state, personally appeared, J. Ross Haffey, a duly authorized representative of Silver Oaks Land Development, Inc. who acknowledged to me that the representative did execute the foregoing instrument on behalf of Silver Oaks Land Development, Inc.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 29 day of May, 2015.

JTH

Timothy A. Haffey
Notary Public

Timothy A. Haffey
Notary; No Expiration
Ohio Supreme Court # 41438

EXHIBIT A

Legal Description of Property

(the balance of this page intentionally left blank)

046871

Know all Men by these Presents

That I, Frank Grezlik, An Unmarried Man,

The Grantor
who claim title by or through instrument recorded in Volume _____ Page _____
County Recorder's Office for the consideration of _____
----- Ten and no/100 ----- Dollars (\$ 10.00
received to my full satisfaction of Silver Oak Land Development,
Inc., an Ohio Corporation.

The Grantee
whose TEN MILLION ADDRESS will be _____
do

have given, granted, remised, released and forever quit claimed, and do by these presents absolutely
give, grant, remise, release and forever quit claim unto the said grantee, its
heirs and assigns forever, all such right and title as I

the said grantor, have in, ought to have in and to the following described piece
or parcel of land, situated in the Village of Oakwood
County of Cuyahoga and State of Ohio:

ORH
PARCEL NO. 1: Situated in the Village of Oakwood, County of Cuyahoga, and State of Ohio, and known as being part of Original Bedford Township lots Nos. 60 and 70, and being further bounded and described as follows: Beginning at the intersection of the centerline of Richmond Road (60 feet wide) and the centerline of Solon Road (60 feet wide), thence Southerly along the centerline of Richmond Road about 666.30 feet to the Southeastly corner of land conveyed to George A. Laing by deed, dated May 28, 1938 and recorded in Volume 4854, Page 480 of Cuyahoga County Records and the principal place of beginning; Thence continuing Southerly along the centerline of Richmond Road about 1471.80 feet to the Northerly line of land conveyed to The Board of Park Commissioners of the Cleveland Metropolitan Park District by deed dated April 3, 1947 and recorded in Volume 6267, Page 425 of Cuyahoga County Records; Thence North 75 deg. 03' 39" West along the Northeastly line of land conveyed to said Cleveland Metropolitan Park District, 964.46 feet to an angle point in said Northerly line; Thence due West along said Northerly line 6.51 feet to a point; Thence North 14 deg. 56' 21" East and 151.68 feet to a point; Thence in a Northerly direction to a point drawn distant North 75 deg. 03' 39" West 927.85 feet from a point in the centerline of Richmond Road distant 186.30 feet Northerly measured along said centerline from the Northerly line of land conveyed to the said Board of Park Commissioners, as aforesaid; Thence continuing North 14 deg. 56' 21" east 720 feet to a point; Thence in a Northerly direction to a point distant South 62 deg. 15' 47" East 677.45 feet from the Southwestly corner of land conveyed to George A. Laing, as aforesaid; Thence

North 27 deg. 44' 13" East 150.94 feet to a point; Thence North 62 deg. 15' 47" West 392.19 feet to a point in the Southerly line of land conveyed to George A. Laing, as aforesaid; Thence Easterly along said Southerly line of land as conveyed to George A. Laing about 992.10 feet to the principal place of beginning, be the same more or less, but subject to all legal highways.
Tax Account No. 795-42-1
Tax Account No. 795-43-1

PARCEL NO. 3. Situated in the Village of Oakwood, County of Cuyahoga, and State of Ohio; Being a part of Original Bedford Township Lot No. 60 and bounded and described as follows: Beginning at the intersection of the centerline of Solon Road (60 feet wide) and the Westerly line of Oakwood Village as now established; thence North 86 deg. 40' 25" East along said centerline of Solon Road 136.33 feet to an angle point; thence North 83 deg. 12' 30" East along said centerline of Solon Road 96.40 feet to the Westerly line of land conveyed to George A. Laing by deed dated May 28, 1938 and recorded in Volume 4854, Page 480 of Cuyahoga County Records; thence South 0 deg. 23' 37" East 509.33 feet along the Westerly line of land so conveyed to George A. Laing to the Southwesterly corner thereof; thence Easterly along the Southerly land of said George A. Laing's land, 322.29 feet to a point; thence South 62 deg. 15' 47" East 392.19 feet to a point; thence South 27 deg. 44' 13" West 150.94 feet to a point; thence in a Southerly direction along a line that will intersect a line drawn North 75 deg. 03' 39" West, 735.75 feet from a point in the centerline of Richmond Road distant Southerly measured along said centerline 540.91 feet from the Southeast corner of said George A. Laing; thence from said intersection South 14 deg. 56' 21" West 720 feet to a point; thence in a Southerly direction along a line that will intersect a line drawn North 14 deg. 56' 21" East 151.68 feet from a point distant due East 611.63 feet measured along the Northerly line of land conveyed to The Board of Park Commissioners of the Cleveland Metropolitan Park District by deed dated April 3, 1947 and recorded in Volume 6267, Page 425 of Cuyahoga County Records from the Westerly line of Oakwood Village; thence from said intersection South 14 deg. 56' 21" West 151.68 feet to the Northerly line of land conveyed to Board of Park Commissioners, as aforesaid; thence due West along said Northerly line 611.63 feet to the Westerly line of said Oakwood Village; thence Northerly along said Westerly Village Line 1713.76 feet to the principal place of beginning, be the same more or less, but subject to all legal highways.
Tax Account No. 795-41-5



PARCEL NO. 795-42-1 470/
CONVEYANCE IS IN COMPLIANCE WITH SEC. 319.202 O.R.C.

PAID
JUN 12 1945

Conveyance fee 125.00 Receipt No. 9483A
TYPE ARMS LENGTH YES NO
1. TIMOTHY MCCORMACK, County Auditor By A.H.H. Deputy

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

State of Ohio, ss. Before me, a VOL. 85-3420 PAGE 49
County, in and for said County and State, personally appeared
the above named

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

In Testimony Whereof I have hereunto set my hand and
affixed seal, at this
day of A. D. 19



Official Seal

FRANK GREZLIK, AN UNMARRIED MAN,

TYPED

SILVER OAK LAND DEVELOPMENT, INC.
AN OHIO CORPORATION.

TAX MAILING ADDRESS

Transferred 19

COUNTY RECORDS

State of Ohio

County of 55

Received for Record on the

day of 19

at 19

and recorded 19

Filed Book 19

Records Fee 5

And for valuable consideration I, Frank Grezlik,

do hereby remise,
release and forever quit-claim unto the said grantee, its heirs and assigns,
all my right and expectancy of Dower in the above described premises
In Witness Whereof, I have hereunto set my hand, the
day of _____, in the year of our Lord one thousand nine hundred
and eighty-five.

Signed and acknowledged in presence of

James A. Grezlik
Norman Chittley

X. *Frank Grezlik*
Frank Grezlik

State of Ohio,) Before me, a Notary Public
County,) in and for said County and State, personally appeared
the above named Frank Grezlik, An Unmarried Man,

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

In Testimony Whereof, I have hereunto set my hand and
official seal, at Solon, Ohio, this
9th day of March, A. D. 1985.

NORMAN L. CHITTLEY, Notary
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

Norman Chittley
Notary Public

SEP 21 2015

IN THE COURT OF COMMON PLEAS
DIVISION OF PROBATE
SUMMIT COUNTY, OHIO

JUDGE ELINORE MARSH STORMER

IN RE: GUARDIANSHIP OF GLENDA
GREZLIK, an incompetent

CASE NO.: 2012 GA 00319


JUDGE: ELINORE STORMER

ORDER

This matter came before the Court upon the Application to Approve Settlement filed by Kellie Zajac (fka Kellie Truesdell), Guardian of the Person and Estate of Glenda Grezlik, seeking approval of the settlement agreement and consent order related to the litigated matter of which the guardianship was a party in the Cuyahoga County Court of Common Pleas Case No. 13-CV-813900 captioned: *State of Ohio, ex rel. Michael DeWine Ohio, etc. vs. Silver Oak Land Development, Inc., et al.*

Upon review of the application and supporting documentation, this Court finds the guardian's motion well taken. IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Kellie Zajac (fka Kellie Truesdell) in her capacity as guardian of the person and estate of Glenda Grezlik is hereby authorized and empowered to enter into the Consent Order attached to the guardian's application as Exhibit "A".

IT IS SO ORDERED.


JUDGE STORMER

Prepared by:
Adriann S. McGee
Reminger Co., LPA
101 W. Prosepect Ave., #1400
Cleveland, OH 44115
216-687-1311
amcgee@reminger.com