

IN THE COURT OF COMMON PLEAS
LICKING COUNTY, OHIO

LICKING COUNTY
COMMON PLEAS COURT

2016 MAR -7 A 11:43

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

Plaintiff,

v.

ROBERTS C&DD FACILITY, INC.,

Defendant.

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CASE NO. 14 CV 0771

JUDGE BRANSTOOL

FILED
GARY R WALTERS
CLERK

FINAL CONSENT ORDER

WHEREAS Plaintiff, the State of Ohio, through its Attorney General (the "State"), filed a Complaint for Injunctive Relief and Civil Penalties ("Complaint") against the Defendant Roberts C&DD Facility, Inc. (the "Defendant") (collectively, the "Parties") alleging violations of Ohio Revised Code Chapter 3714 and Ohio Administrative Code Chapter 3745-400; and

WHEREAS the Parties consented to entry of a Consent Order for Preliminary Injunction securing the State's access to Defendant's property in order to perform fire abatement and closure activities; and

WHEREAS the Parties now consent to this Final Consent Order as a resolution of all the State's claims against Defendant contained in the Complaint:

THEREFORE, without trial, admission or determination of any issue of fact or law and upon consent of the Parties hereto, it is ADJUDGED, ORDERED, and DECREED as follows:

I. JURISDICTION AND VENUE

1. The Court has both personal and subject matter jurisdiction over the Parties. The Complaint states a claim upon which relief can be granted, and venue is proper in this Court for the purposes and duration of this Order. Defendant shall not challenge the Court's jurisdiction to enter or enforce this Consent Order.

II. PERSONS BOUND

2. The provisions of this Consent Order shall apply to and be binding only upon the State and Defendant, and, to the extent consistent with Civ.R. 65(D), Defendant's officers, agents, servants, employees, successors, and assigns, and those persons in active concert or participation with Defendant under the names that it presently uses or any other names it uses through any corporate or other device who receive actual notice of this Consent Order whether by personal service or otherwise.

3. Defendant agrees and is hereby enjoined to provide actual notice of this Order to its officers, agents, servants, employees, successors, and assigns, and those persons in active concert or participation with Defendant regarding any activity related to this Consent Order or the Complaint in this case.

III. DEFINITIONS

4. "LCHD" means the Licking County Health Department, its contractors, employees, agents, representatives, or assigns.

5. "Order" refers to this Final Consent Order.

6. "Director" means the Director of the Ohio Environmental Protection Agency.

7. "Ohio EPA" means the Ohio Environmental Protection Agency, its contractors, employees, agents, representatives, or assigns.

8. "Techniglas Road Property" means the property owned by Defendant located on Techniglas Road, Newark, Ohio 43055, and identified by the Licking County Auditor's office as Parcel ID No. 050-168150-00.000.

9. "Fallsburg Road Property" means the property owned by Defendant located at 7271 Fallsburg Road, Newark, Ohio 43055, and identified by the Licking County Auditor's office as Parcel ID No. 050-168570-00.000.

10. "Fallsburg Road Landfill" or "C&DD Facility" means the construction and demolition debris landfill located at 7271 Fallsburg Road, Newark, Ohio.

11. "Properties" means both the Techniglas Road Property and the Fallsburg Road Property.

IV. SATISFACTION OF LAWSUIT

12. The State alleges in its Complaint that Defendant has violated R.C. Chapter 3714 and Ohio Adm.Code Chapter 3745-400. Defendant denies 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 this Consent Order and the attachments shall constitute a full satisfaction of any civil liability of Defendant and its shareholders, officers, agents, servants, employees, and attorneys for all claims alleged in the State's Complaint.

13. Entering into this Order does not constitute and cannot be admitted as evidence of admission of any liability, wrongdoing, or misconduct on part of Defendant, its officer, employees, or agents, by any other person or entity not involved in this case.

14. Nothing herein shall be construed to relieve Defendant of its obligation to comply with all applicable federal, state, or local statutes, regulations or ordinances, including but not limited to the applicable permit requirements, or the common law with respect to the Properties. Notwithstanding any actions the State may take, or fail to take, to address events or conditions arising from or related to the Properties, Defendant remains responsible for all events or conditions arising from or related to the Properties.

V. RESERVATION OF RIGHTS

15. Except for those matters alleged in the Complaint 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 Defendant or any other appropriate person for claims or conditions not alleged in the Complaint, including for violations that have occurred after the filing of the Complaint;
- (b) Seek any legal or equitable relief from Defendant, 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 Order, to the extent that those claims or conditions are not addressed by this Order;
- (c) Enforce this Order through a contempt action or otherwise seek relief for violations of this Order;
- (d) Take any action authorized by law against any appropriate person, including Defendant, to eliminate or mitigate conditions at the Fallsburg Road Landfill 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 for any violation of applicable laws. For the purposes of this 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.

16. To the extent the State would seek further relief from the Defendant in a manner described in Paragraph 15, Defendant reserves the right to assert any rights, defenses, and/or claims which may legally arise in such an action brought to enforce the terms of this Order.

17. The State specifically reserves all rights in law or equity to recover any public funds expended to address conditions at or caused by the Fallsburg Road Landfill including, but not limited to, closure, post-closure care, operation, or maintenance conditions related to the Fallsburg Road Landfill, including, but not limited to, the right to file a lien against the Fallsburg Road Property, Parcel ID No. 050-168570-00.000, and the Techniglas Road Property, Parcel ID No. 050-168150-00.000 by recording the costs incurred by performing those measures and not otherwise covered by the Owner or Operator, including costs for labor, materials, and contract services, at the office of the Licking County Recorder, and to execute on or enforce such lien against the Fallsburg Road Property and/or the Techniglas Road Property.

VI. PERMANENT INJUNCTIVE RELIEF

18. **Property Access.** Defendant is enjoined and ordered to provide Ohio EPA and LCHD the right of full access to the Techniglas Road Property and the Fallsburg Road Property without any further or prior notice for all purposes reasonable, necessary, or appropriate to address conditions arising from or related to the fire at the C&DD Facility and the Fallsburg Road Property, conditions related to closure measures of the C&DD Facility, conditions related to post-closure care measures of the C&DD Facility, and conditions related to ongoing operation and maintenance activities, including but not limited to, the following:

(a) Techniglas Road Property Access

- i. access for ingress and egress to the Fallsburg Road Property and the other portions of the Techniglas Road Property;
- ii. access over all roads, easements, easements appurtenant to the Techniglas Road Property, and upon all portions of the Techniglas Road Property;
- iii. access of their respective trucks containing such on-site or off-site soils and equipment, as is appropriate for Ohio EPA or LCHD to accomplish tasks consistent herewith;
- iv. the right to clear, process, and/or recover trees and vegetation, or to excavate, contour, move, relocate, and otherwise obtain and use soils located on the Techniglas Road Property, and place those soils upon the Fallsburg Road Property;
- v. the right to install fencing, barriers, or signs on the Techniglas

- Road Property to prevent unauthorized access to the Techniglas Road Property or to otherwise facilitate on-site safety measures;
- vi. the right of full access to the Techniglas Road Property for all purposes reasonable, necessary, or appropriate to address the conditions arising from or related to closure or post-closure care of the C&DD Facility.;
 - vii. access to the Techniglas Road Property to perform storm water control or leachate control, collection, and disposal; and
 - viii. access to the Techniglas Road Property to conduct maintenance, sampling and perform monitoring of air, soil, or surface or ground waters to address conditions related to the fire, closure or post-closure care of the C&DD Facility.
 - ix. Notwithstanding the foregoing, items 18(a)(ii)-(viii) shall not apply to a 3.0-acre parcel of the Techniglas Road Property, to the extent that such parcel is subject to the Modified Activity and Use Limitations in the Environmental Covenant incorporated by reference herein in attachment A, and only after such time that a professional survey of the 3.0-acre parcel of the Techniglas Road Property is approved by Ohio EPA for construction of a residential structure, and upon filing such survey with the Licking County Recorder.

(b) Fallsburg Road Property Access

- i. access over all roads, easements, easements appurtenant to the Fallsburg Road Property, and upon all portions of the Fallsburg Road Property;
- ii. access of their respective trucks containing such on-site or off-site soils and equipment as is appropriate for Ohio EPA or the LCHD to accomplish tasks consistent herewith;
- iii. access to the C&DD Facility to perform excavation activities and to apply fire suppressants to attempt to extinguish any fires occurring at the Fallsburg Road Landfill;
- iv. the right to clear and/or process trees and vegetation, or to excavate, contour, move, place, relocate, and otherwise obtain and use soils located on the Fallsburg Road Property, or to grade and seed the Fallsburg Road Property;
- v. the right to install fencing, barriers, or signs on the Fallsburg Road Property to prevent unauthorized access to the Fallsburg Road Property or to otherwise facilitate on-site safety measures;
- vi. the right to demolish the shed/outbuilding, and abandon the water well on the Fallsburg Road Property;
- vii. access to collections or ponds of liquids on the Fallsburg Road Property in order to perform fire abatement, containment, and prevention;
- viii. access to the Fallsburg Road Property to perform storm water or

leachate control, collection, and disposal;

- ix. access to the Fallsburg Road Property to conduct sampling or perform monitoring of air, soil, or surface or ground waters; and
- x. access to the Fallsburg Road Property to perform measures related to closure and post-closure care of the C&DD Facility, and to take whatever actions are reasonable, necessary or appropriate to address conditions on the Property.

19. **Additional Necessary Measures.** Nothing in the above Paragraph 18 shall limit the right of access of Ohio EPA or LCHD, their respective contractors, employees, agents, representatives, and assigns, to take additional measures that are reasonable, necessary, or appropriate to address: the conditions arising from or related to the fires which previously existed at the Fallsburg Road Property, to conduct measures related to the closure or post-closure care of the Fallsburg Road Property, or to address any incidental conditions such as the need to facilitate safety conditions on the Fallsburg Road Property.

20. **Clearing and Recovery of Timber.** Ohio EPA and LCHD shall be allowed to clear, process, recover, and/or for value sell the trees located on the Techniglas Road Property, at no cost to the State, in furtherance of the State's excavation or use of soils from the Techniglas Road Property for measures related to closure, post-closure, and fire remediation at the Fallsburg Road Property. Except that this paragraph shall not apply to a 3.0 acre parcel of the Techniglas Road property, to the extent that such parcel is subject to the Modified Activity and Use Limitations in the Environmental Covenant incorporated by reference herein, and only beginning at such time that a professional survey of the 3.0 acre portion of the Techniglas Road Property is

approved by Ohio EPA for construction of a residential structure, and upon filing such survey with the Licking County Recorder.

21. Environmental Covenant and Easement.

- (a) Techniglas Road Property. Pursuant to R.C. 5301.80 to 5301.92 and R.C. 3745.01, Ohio EPA and Defendant have entered into an Environmental Covenant (attached as Attachment A, and fully incorporated herein) for the purpose of subjecting the Techniglas Road Property to certain activity and use limitations. Additionally, Ohio EPA, Defendant, and LCHD have entered into an Easement (attached as Attachment B, and fully incorporated herein).
- (b) Fallsburg Road Property. Pursuant to R.C. 5301.80 to 5301.92 and R.C. 3745.01, Ohio EPA and Defendant, have entered into an Environmental Covenant (attached as Attachment C, and fully incorporated herein) for the purpose of subjecting the Fallsburg Road Property to certain activity and use limitations. Additionally, Ohio EPA, Defendant, and LCHD have entered into an Easement (attached as Attachment D, and fully incorporated herein).
- (c) Recordation. Defendant shall allow Plaintiff to record the aforementioned Environmental Covenants and Easements with the Licking County Recorder.
- (d) Defendant is hereby ordered to comply with the aforementioned Environmental Covenants and Easements and give notice of same upon any further use of or conveyance of the Properties to any purchaser, tenant, or grantee.

22. No Interference with Abatement and Closure. Defendant agrees not to

interfere with, hinder, harm, or otherwise damage the fire abatement measures, closure measures, or post-closure care measures taken by Ohio EPA or LCHD at the Fallsburg Road Property, including any operation and maintenance measures undertaken by Ohio EPA or LCHD.

23. **No Assumption of Liability by Plaintiff.** Plaintiff maintains, and Defendant agrees, that Plaintiff, by entering into this 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 LCHD, its contractors, employees, agents, representatives, or assigns. Defendant agrees that it will hold Ohio EPA and LCHD harmless for any damages that may occur on the Properties as a result of the tasks undertaken in compliance with this Order.

24. **Plaintiff May Record Costs Incurred.** Upon completion of any remediation action closure measures, post-closure care measures, operation and maintenance measures specified in this Order, Defendant agrees that Ohio EPA or LCHD, as applicable, may record the costs incurred by performing those measures specified in this Order and not otherwise covered by the Owner or Operator other forms of payment, including costs for labor, materials, and contract services, at the office of the Licking County Recorder. Defendant agrees that the costs so recorded shall constitute a lien against the Fallsburg Road Property, Parcel ID No. 050-168570-00.000, and the Techniglas Road Property, Parcel ID No. 050-168150-00.000 until discharged. Defendant agrees not to dispute the validity of any lien filed in accordance with this Order, either in law or equity, to the extent that the costs are accurately recorded. As of November 27, 2015, Ohio EPA has incurred costs for measures taken at the Techniglas Road Property and the Fallsburg Road Property in connection with closure measures related to the

Fallsburg Road Landfill, in the amount of Three Million, One Hundred Ninety-six Thousand, and Six Hundred Seventy-three Dollars and eighty cents (\$3,196,673.80).

25. **Covenant Not to Sue.** Defendant agrees and covenants not to sue the State and LCHD, their contractors, employees, agents, representatives, or assigns for any and all actions taken or not taken at the C&DD Facility or the Properties to address conditions arising from or related to the fire, closure, or post-closure care or ongoing operations or maintenance of the C&DD Facility. Defendant covenants not to sue and agrees not to assert any claim, demand, or cause of action against the State and LCHD, their contractors, employees, agents, representatives, or assigns with respect to liability based upon ownership of the Properties or natural resources thereon for loss, damage, diminution in value to the Properties, mineral rights (whether merged with the Properties or severed), or natural resources, including timber, upon the Properties.

VII. CIVIL PENALTY

26. Any monies ultimately received by Plaintiff from the activities described in Paragraph 20, after reimbursing the Plaintiff for the costs to accomplish those activities, shall be paid to the State and credited, dollar for dollar, as the civil penalty sought by Plaintiff pursuant to R.C. 3714.11.

VIII. STIPULATED PENALTIES

27. In the event that Defendant fails to comply with any of the requirements of this Order, Defendant shall immediately and automatically be liable for and shall pay stipulated penalties in accordance with the following schedule:

(a) For the first fourteen (14) days of any violations in a given calendar year,

Defendant shall pay fifty (\$50) per day.

- (b) Defendant shall pay two hundred fifty dollars (\$250.00) per day for each day any requirement of this Consent Order is violated between fifteen (15) days to thirty (30) days of violation.
- (c) For each day any requirement of this Consent Order is violated between thirty-one (31) days and ninety (90) days of violation, Defendant shall pay five hundred dollars (\$500.00) per day.
- (d) For each day any requirement of this Consent Order is violated greater than ninety (90) days of violation, Defendant shall pay seven hundred fifty dollars (\$750.00) per day.
- (e) For purposes of this paragraph, days of violation may be calculated by allowing one violation to occur for any number of days, or by allowing different separate violations to occur for even one day, or by some combination of these two scenarios. For example, if two separate violations each occur for seven days, that shall be deemed fourteen (14) days of violation.

28. Stipulated penalties due under this Consent Order shall be immediately 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 delivered to Scott Hainer or his successor, Paralegal, at the Office of the Attorney General of Ohio Environmental Enforcement Section, 30 East Broad Street, 25th Floor, Columbus, Ohio 43215.

IX. COSTS

29. Defendant shall pay the court costs of this action.

X. MODIFICATION

30. No modification shall be made to this Order without written agreement of the Parties.

XI. RETENTION OF JURISDICTION

31. The Court will retain jurisdiction of this action for the purpose of administering and enforcing Defendant's compliance with this Order.

XII. ENTRY OF CONSENT ORDER AND FINAL JUDGMENT BY CLERK

32. Pursuant to Civ.R. 58, upon the signing of this Order by the Court, the clerk is directed to enter it upon the journal. Within three days of entering the judgment upon the journal, the clerk is directed to serve notice of the judgment upon all parties, including its date of entry upon the journal in the manner prescribed by Civ.R. 5(B) and note the service in the appearance docket. The failure of the Clerk to serve notice does not affect the validity of this Order.

XIII. AUTHORITY TO ENTER INTO THE CONSENT ORDER

33. Each signatory represents and warrants he has been duly authorized to sign this document and is fully authorized to agree to its terms and conditions, and, in the case of a person signing on behalf of a corporate entity, may so legally bind the corporate entity to all terms and conditions in this document.

IT IS SO ORDERED:

David Branstol

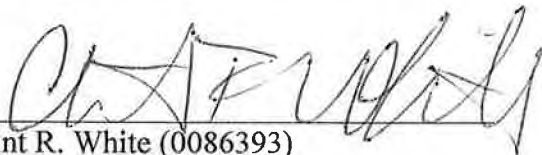
3-3-16

JUDGE DAVID BRANSTOOL
Licking County Court of Common Pleas
APPROVED:

DATE

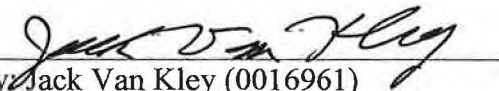
MICHAEL DEWINE
OHIO ATTORNEY GENERAL

ROBERTS C&DD FACILITY, INC.



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George Horvath (0030466)
Assistant Attorneys General
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Attorney for the Defendant



By: Brenda Phelps
121 Parana Drive
Newark, OH 43055

President, Roberts C&DD Facility, Inc.

ATTACHMENT A

ENVIRONMENTAL COVENANT TECHNIGLAS ROAD PROPERTY

DESCRIPTION APPROVED WILLIAM C LOZIER LICKING COUNTY ENGINEER
APPROVED BY <i>W.C. Lozier</i> 1-6-16

TRANSFER NOT NECESSARY

Date January 6, 2016
M. D. Smith
Licking County Auditor



201601060000181
Pgs: 18 \$156.00 T20160000240
01/06/2016 9:49AM HACEPA
Bryan A. Long
Licking County Recorder

To be recorded with Deed
Records - ORC § 317.08

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Roberts C&DD Facility, 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 Fallsburg Road Landfill construction and demolition debris landfill ("the Facility"), consistent with ORC Chapter 3714. and the rules promulgated thereunder. The Facility is located at 7271 Fallsburg Road, Mary Ann Township, Ohio, 43055 in Licking 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 Licking County Health Department ("Health Department") in Licking 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.

Now therefore, Owner and Holder, Roberts C&DD Facility, 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 31.049 acres identified by the Licking County Auditor as Parcel Number 050-168150-00.000 owned by Roberts C&DD Facility, Inc., located at Techniglas Road, Mary Ann Township Ohio 43055, in Licking 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 ("the Property").

3. Owner. Roberts C&DD Facility, Inc. ("Owner"), which is located at 7271 Fallsburg Road, Mary Ann Township, Ohio 43055 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, construction and demolition debris 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 soil and other resources at the Property are available for use in the performance of closure measures, post closure care measures, or for other operation or maintenance measures, 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 or aggregate roads or surfaces, or improvements on the Property, including but not limited to the construction of any commercial or industrial building, recreational structure, landing strip, billboard, advertising display, antenna, tower, or storage tank, or residential structure on the approximately 31.049 acres of the Property, except that a single family residential structure and access way may be constructed on 3.0 acres of the Property upon Ohio EPA approval and upon recording the approved survey with the Licking County Recorder in accordance with paragraph 14 of this Environmental Covenant, and which 3.0 acres shall remain subject to the Modified Activity and Use Limitations specified in paragraph 14.

Industrial or Commercial Activity – There shall be no industrial or commercial activity undertaken or allowed on the Property or any portion thereof.

Drilling or Mining – There shall be no drilling or mining on the Property except that oil and gas exploration and extraction shall be permitted; 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, and, the clearing, removal and processing of trees and vegetation will be permitted, by Ohio EPA, its respective contractors, employees, agents, representatives and assigns ("Ohio EPA"), or the Health Department, and its respective contractors, employees, agents, representatives and assigns ("Health Department").

Filling or Placement of Solid or Liquid Materials – There shall be no filling on the Property or any portion thereof 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 or any portion thereof 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. 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, relocate 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, Licking County, Ohio, Case No. 14 CV 0771.

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 Property shall submit to Ohio EPA and the Health Department by the first (1st) of August of each year written documentation consisting of a statement 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 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 _____, 20____, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE LICKING COUNTY RECORDER ON _____, 20____, 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 or aggregate roads or surfaces, or improvements on the Property, including but not limited to the construction of any commercial or industrial building, recreational structure, landing strip, billboard, advertising display, antenna, tower, or storage tank, or residential structure on the approximately 31.049 acres of the Property, except that a single family residential structure and access way may be constructed on 3.0 acres upon Ohio EPA approval of the location of such portion of the Property, where such location is not likely to interfere with, hinder, harm, or otherwise damage the measures taken by Ohio EPA or the Board of Health at the Property, and upon recording the approved survey with the Licking County Recorder, and in accordance with paragraph 14 of the Environmental Covenant, and which 3.0 acres shall remain subject to the Modified Activity and Use Limitations specified in paragraph 14 of the Environmental Covenant referenced herein. The remainder of the approximately 31.049 acres, identified by the Licking County Auditor as Parcel Number 050-168150-00.000, not including a 3.0 Acre Portion of the Property subject to the Modified Activity and Use Limitations referenced in this paragraph, shall remain subject to the Activity and Use Limitations described in Paragraph 6 of the ENVIRONMENTAL COVENANT, DATED_____, 20____, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE _____ LICKING COUNTY RECORDER ON _____, 20____, IN [DOCUMENT _____, or BOOK____, PAGE _____, OR INSTRUMENT NUMBER_____].

Industrial or Commercial Activity – There shall be no industrial or commercial activity undertaken or allowed on the Property or any portion thereof.

Drilling or Mining – There shall be no drilling or mining on the Property except that oil and gas exploration and extraction shall be permitted; 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 and resources for use in the closure of the Facility will be permitted.

Filling or Placement of Solid or Liquid Materials – There shall be no filling on the Property or any portion thereof 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; 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 the 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. Modified Activity and Use Limitations as to 3.0 Acres of Property. 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 or Transferee may modify the Activity and Use limitations in this Environmental Covenant specifically in a manner

consistent with this paragraph as to an area not to exceed 3.0 acres of the approximately 31.049 acres located at Techniglas Road, Mary Ann Township Ohio 43055, in Licking County, Ohio identified by the Licking County Auditor as Parcel Number 050-168150-00.000 to be used for residential purposes as depicted in a metes and bounds survey to be approved by Ohio EPA.

In order to modify the activity and use limitations in this Environmental Covenant as applicable to a portion of the Property not to exceed approximately 3.0 acres of the approximately 31.049 acres of the Property, the Owner or Transferee shall submit to Ohio EPA for approval a survey of the location of such portion of the Property, where such location is not likely to interfere with, hinder, harm, or otherwise damage the measures taken by Ohio EPA or the Board of Health at the Property, that depicts the metes and bounds of the 3.0 acres where a single family residential premises may be constructed, which shall include the access way, and which shall be subject to the Modified Activity and Use Limitations in this paragraph. The Survey shall be attached to a Notice of the Modified Activity and Use Limitations, and both the Notice and Survey shall be filed with the Licking County Recorder. The Notice shall be substantially in the following form:

"The Property subject to the Modified Activity and Use Limitations concerns approximately 3.0 acres of the 31.049 acres identified by the Licking County Auditor as Parcel Number 050-168150-00.000 owned by Roberts C&DD Facility, Inc., located at Techniglas Road, Mary Ann Township Ohio 43055, in Licking County, Ohio, and more particularly described in the Metes and Bounds Survey to be attached to this Notice hereto and hereby incorporated by reference herein ('the 3.0 Acre Portion of the Property').

THE PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED_____, 20____, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE LICKING COUNTY RECORDER ON_____, 20____, IN [DOCUMENT_____, or BOOK_____, PAGE_____, or Instrument Number_____], EXCEPT THAT THE FOLLOWING MODIFIED ACTIVITY AND USE LIMITATIONS SHALL APPLY TO THE 3.0 ACRE PORTION OF THE PROPERTY:

Construction of Single Family Residential Structure on the 3.0 Acre Portion of the Property – Any construction of a residential structure on the 3.0 Acre Portion of the Property shall not interfere with, hinder, harm, or otherwise damage the 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, and shall be in accordance with all local, State, and Federal Laws. Any such single family residential premises constructed on the 3.0 Acre Portion of the Property in

accordance with an Ohio EPA approved metes and bounds survey shall not limit Ohio EPA and the Health Department, their respective employees, agents, and assigns, and the Holder's right of access to the Property for implementation or enforcement of the ENVIRONMENTAL COVENANT, DATED _____, 20____, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE _____ COUNTY RECORDER ON _____, 20____, IN [DOCUMENT _____, or BOOK____, PAGE _____, OR INSTRUMENT NUMBER _____].

Industrial or Commercial Construction and Activity – There shall be no construction or installment of commercial or industrial buildings or commercial or industrial structures on the 3.0 Acre Portion of the Property, including but not limited to the construction of any non-residential building, recreational structure, landing strip, billboard, advertising display, antenna, tower, or storage tank. There shall be no industrial or commercial activity undertaken or allowed on the 3.0 Acre Portion of the Property.

Drilling or Mining – There shall be no drilling or mining on the 3.0 Acre Portion of the Property except that oil and gas exploration and extraction shall be permitted; 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 and resources for use in the closure of the Facility will be permitted.

Filling or Placement of Solid or Liquid Materials – There shall be no filling on the 3.0 Acre Portion of the Property or placement of solid or liquid materials or other substances on the 3.0 Acre Portion of the Property; but the placement of additional, prequalified soils on the Property is permitted when done in accordance with the ENVIRONMENTAL COVENANT, DATED _____, 20____, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE LICKING COUNTY RECORDER ON _____, 20____, IN [DOCUMENT _____, or BOOK____, PAGE _____, OR INSTRUMENT NUMBER _____], 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 3.0 Acre Portion of 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, excluding the temporary storage of solid wastes generated within the residence.

The remainder of the approximately 31.049 acres, identified by the Licking County Auditor as Parcel Number 050-168150-00.000, not including the 3.0 Acre Portion of the Property subject to the Modified Activity and Use Limitations in this paragraph, shall remain subject to the Activity and Use Limitations described in Paragraph 6 of the ENVIRONMENTAL COVENANT, DATED _____, 20__, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE LICKING COUNTY RECORDER ON _____, 20__, IN [DOCUMENT ____, or BOOK ____, PAGE ____, OR INSTRUMENT NUMBER _____].

The property, subject to the ENVIRONMENTAL COVENANT, DATED _____, 20__, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE LICKING COUNTY RECORDER ON _____, 20__, IN [DOCUMENT ____, or BOOK ____, PAGE ____, OR INSTRUMENT NUMBER _____] and subject to these Modified Activity and Use Limitations, 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 or Transferee shall notify Ohio EPA and the Health Department within ten (10) days after recording such Notice and Survey of the 3.0 Acre Portion of the Property subject to the Modified Activity and Use Limitations. Notification to Ohio EPA shall include a file and date stamped copy of the Notice and Ohio EPA approved Survey recorded with the Licking County Recorder in accordance with this paragraph.

15. **Amendment or Termination.** Subject to Ohio EPA's determination that no additional closure measures, post closure care measures or ongoing operation and maintenance activities are necessary, 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 or modified 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 party requesting the amendment or termination shall file such instrument for recording with the Licking County Recorder's Office, and shall provide a file- and date-stamped copy of the recorded instrument to Ohio EPA and the Health Department.

16. 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.

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

18. Recordation. 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 Licking County Recorder's Office.


19. 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 Licking County Recorder.

20. Distribution of Environmental Covenant. Ohio EPA may distribute a copy of a file- and date-stamped copy of the recorded Environmental Covenant to: the Health Department; and to each person who signed the Environmental Covenant.

21. 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

12/24/15
Date

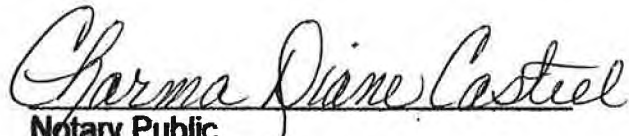
State of Ohio EPA

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 24th day of DECEMBER, 2015.





Notary Public

CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES
May 10, 2019

Prepared By:
Janine Maney, Attorney for Ohio EPA

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:

Brenda Phelps
Signature of Owner

Brenda Phelps
Brenda Phelps,
President Roberts C&DD Facility, Inc

12-9-15
Date

State of Ohio)
County of Licking) ss:

Before me, a notary public, in and for said county and state, personally appeared, Robert C. DD Facility, Inc, a duly authorized representative of Robert C. DD Facility, Inc, who acknowledged to me that the representative did execute the foregoing instrument on behalf of Robert C. DD Facility, Inc

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 9th day of Dec, 2015.

Alyssa K. Holbrook
Notary Public



ALYSSA K. HOLBROOK
Notary Public, State of Ohio
My Commission Expires
August 2, 2016

Prepared By:
Jack Van Kley, Attorney for Owner

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EXHIBIT A

Legal Description of Techniglas Road Property

WARRANTY DEED
Lane LegalWare

Instr: 200001030000075 01/03/2000
Pages: 4 Fee: \$22.00 10:18AM
Patty Albany T20000000044
Licking County Recorder MEPSOUTHER

Know all Men by these Presents

That Russell L. Kirkbride, and Eleanor B. Kirkbride, Husband and Wife, for valuable consideration paid, hereby grant, bargain, sell, and convey, with **General Warranty Covenants**, to Roberts C & DD Facility, Inc., whose tax mailing address is: Techniglas Road, Newark, Ohio 43055, the following real property, situated in the Township of Mary Ann, County of Licking, and State of Ohio, to-wit:

Situated in the State of Ohio, County of Licking, Township of Mary Ann, and being a part of Lot 15 and Lot 16, of the First Quarter, Township 3, Range 11, of the United States Military Lands. Being also a 31.049 acre parcel out of that tract of land as described in a deed to Russell L. & Eleanor B. Kirkbride recorded in Deed Book 749 Page 235, all references to Deed Book (DB), Official Record (OR), and Instrument Number (Instr#) refer to the records of the Licking County Recorder's Office, Newark, Ohio. Said 31.049 acre parcel being further bounded and described as follows:

Beginning at a stone w/"x" found at an existing fence corner in the north line of said Lot 16, marking the northeast corner of the west half of said Lot 16, said stone marking also the northwest corner of a tract of land described in a deed to Roberts C & DD Facility, Incorporated, an Ohio Corporation, recorded in Instr#199906300027381, said stone being also a southeasterly corner of the said Russell L. & Eleanor B. Kirkbride Tract;

Thence S 04 deg. 38' 29" E with the west line of said Roberts C & DD Facility, Inc. Tract, with an easterly line of the said Russell L. & Eleanor B. Kirkbride Tract, and with an existing fenceline, a distance of 573.00 feet to a 20" dia. Maple tree found at an existing fence corner, and being the northeast corner of a tract of land described in a deed to Jeffrey W. Barcus recorded in OR.638-231;

Thence S 86 deg. 34' 50" W with the southerly line of the said Russell L. & Eleanor B. Kirkbride Tract, the north line of the said Jeffrey W. Barcus Tract, and with an existing fenceline, a distance of 990.48 feet to a 1/2" iron pipe found marking the northwest corner of the said Barcus Tract and a southwesterly corner of the said Russell L. & Eleanor B. Kirkbride Tract;

Thence N 05 deg. 04' 39" W with a westerly line of the said Russell L. & Eleanor B. Kirkbride Tract, the east line of a tract of land described as Parcel 3 in a deed to The Newark Trust Company, Trustee recorded in DB 513 PG 105, and with an

SEC.319.202 COMPLIED WITH
J. TERRY EVANS, AUDITOR
BY LM 82.20

Exhibit A

TRANSFERRED
Date January 3 2000
[Signature]
Licking County Auditor

existing fenceline, a distance of 547.14 feet to a ½" iron pipe found in the line common to said Lot 15 and Lot 16, marking the northeast corner of said Parcel 3 and a southwesterly corner of the said Russell L. & Eleanor B. Kirkbride Tract;

Thence S 83 deg. 59' 29" W with a southerly line of the said Russell L. & Eleanor B. Kirkbride Tract, the northerly line of said Parcel 3, the line common to said Lot 15 and Lot 16, and with an existing fenceline, a distance of 338.00 feet to a 26" dia. Hickory tree found at an existing fence corner at a southwesterly corner of the said Russell L. & Eleanor B. Kirkbride Tract;

Thence N 05 deg. 26' 33" W with the west line of said Lot 15, the west line of the said Russell L. & Eleanor B. Kirkbride Tract, the east line of a tract of land described in a deed to Michael R. & Sandra K. Corbett recorded in DB 747 PG 816, and with an existing fenceline, a distance of 300.00 feet to a 5/8" rebar set;

Thence N 84 deg. 45' 05" E leaving the west line of said Lot 15, and with a new division line into and across the said Russell L. & Eleanor B. Kirkbride Tract, a distance of 2661.85 feet to a 5/8" rebar set in an existing fenceline in the east line of the said Russell L. & Eleanor B. Kirkbride Tract, the west line of a tract of land described in a deed to Robert D. Hilton recorded in OR 206-573, and the east line of said Lot 15;

Thence S 05 deg. 03' 37" E with the east line of the said Russell L. & Eleanor B. Kirkbride Tract, the west line of the said Hilton Tract, and with an existing fenceline, passing through a ½" iron pipe found at 298.54 feet, a total distance of 300.00 feet to a point at the southeasterly corner of the said Russell L. & Eleanor B. Kirkbride Tract, and in the north lien of the said Roberts C & DD Facility, Inc. Tract;

Thence S 84 deg. 41' 44" W with a southerly line of the said Russell L. & Eleanor B. Kirkbride Tract, the north line of the said Roberts C & DD Facility, Inc. Tract, and with the line common to said Lot 15 and Lot 16, passing through a 5/8" rebar found at 7.47 feet, a total distance of 1327.47 feet to the point of beginning, and containing 31.049 acres of land, more or less.

The 5/8" rebar set as mentioned herein is a 5/8" rebar, 30" in length, with a plastic cap stamped "Morris & Assoc.-PS 7347". The bearings are based on an assumed meridian and are to be used to denote angles only. This description was prepared by Morris & Associates, Inc., from record information and an actual field survey of the premises in December of 1999.

Subject to building restrictions, zoning restrictions, leases and easements of record, taxes and assessments which are a lien, and determination by the Tax Map Department of the Licking County Engineer's Office and the Licking County Regional Planning Commission.

Taxes shall be pro-rated to the date of closing.

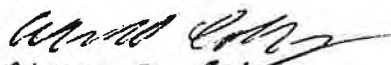
The Grantees, their heirs, and assigns do hereby acknowledge and agree that this conveyance is subject to the covenant and agreement of the grantees, their heirs, and assigns that this lot does not constitute a building site and that no building shall be constructed on the said premises without the prior written approval of the Licking County Planning Commission.

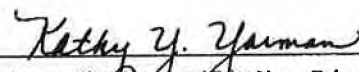
The Grantees, their heirs, and assigns do hereby acknowledge and agree that this conveyance is subject to the covenant and agreement of the grantees, their heirs, and assigns that the above described tract may not be used to expand Grantee's landfill operation except for use as home sites (if the same are approved in accordance with the proceeding covenant), and for use as fire roads.

Prior Instrument Reference: Volume 749, Page 235.

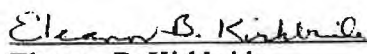
Witness their hands this 30th day of December, 1999.

*Signed and Acknowledged
in the Presence of:*


ALAN D. COLAPZ
Witness - Sign Above and Print Name Below:


KATHY Y. YARMEN
Witness - Sign Above and Print Name Below:


Russell L. Kirkbride


Eleanor B. Kirkbride

State of Ohio

ss.

Knox County

Before me, a Notary Public in and for the County and State aforesaid, personally appeared the above named Russell L. Kirkbride, and Eleanor B. Kirkbride, 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 Mount Vernon, Ohio this 30th day of December, 1999.



KATHY Y. YARMAN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPT. 13, 2004

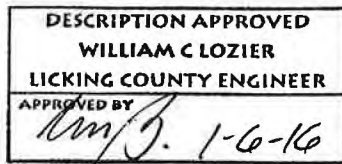
Kathy Y. Yarmen
Notary Public

This Instrument Prepared By: Kenneth E. Lane, Attorney at Law, Mount Vernon, Ohio

DESCRIPTION APPROVED TIM LOLLO LICKING COUNTY ENGINEER	
TAX MAP DRAWING NO <i>2</i>	APPROVED BY <i>WLC</i>

ATTACHMENT B

EASEMENT TECHNIGLAS ROAD PROPERTY



TRANSFER NOT NECESSARY

Date January 6, 2016
M. D. Smith
Licking County Auditor



201601060000182
Pgs: 11 \$100.00 T20160000240
01/06/2016 9:50AM HACEPA
Bryan A. Long
Licking County Recorder

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is entered into as of the 24th day of December, 2015, by and between Roberts C&DD Facility Inc. ("Grantor"), and THE OHIO ENVIRONMENTAL PROTECTION AGENCY ("Ohio EPA") and THE LICKING COUNTY HEALTH DEPARTMENT (the "Health Department") (collectively, "Grantees").

RECITALS

A. Grantor is the owner of a 31.049 acre parcel of real property, Parcel Number 050-168150-00.000.000, located in Mary Ann Township, Licking County, Ohio, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Techniglas Road Property").

B. Pursuant to the Consent Order filed in the Court of Common Pleas, Licking County, Ohio, Case No. 14 CV 0771 (the "Consent Order"), the Grantor agreed to provide the Ohio EPA, the Health Department and their authorized representatives, agents, assigns and contractors, respectively, with access to and an easement for the Techniglas Road 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. Roberts C&DD Facility 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 as the Techniglas Road Property, to the activity and use limitations and specified obligations, agreed to an Environmental Covenant recorded on ____ day of _____, 2016 as a deed record for the Techniglas Road Property [Recorded as *_____ (Book/Page or Document Number or Affn.)) with the Licking County Recorder. The activity and use limitations of said recorded Environmental Covenant are fully incorporated into this agreement as if fully set forth herein. * 2016 0106 0000181

3. Grant of Easement. Grantor hereby grants and conveys to Grantees, and their representatives, employees, agents, assigns and contractors, an appurtenant easement of right of way, for access over, under, across and through the 31.049 acre parcel of the Techniglas Road Property to conduct the activities authorized by this easement; and an easement to excavate, contour, move, place, relocate, and use soils, trees and other resources on, from, or to the 31.049 acre parcel of the Techniglas Road Property, and an easement to install, construct, maintain or abandon fencing, barriers, signs on the 31.049 acre parcel of the Techniglas Road Property, and an easement to install, construct, maintain or abandon equipment, structures and monitoring wells, and an easement for the purpose of taking samples, performing drainage measures, leachate control and collection measures, performing repairs and conducting such other operation and maintenance work at the 31.049 acre parcel of the Techniglas Road Property to conduct the activities authorized by this easement. In accordance with the terms of the Environmental Covenant incorporated by reference herein, Grantor or the successor owner of the Property may, upon approval of Ohio EPA, designate, professionally survey and record a plot of up to 3.0 (three) acres of the 31.049 acre parcel of the Techniglas Road Property to be used solely for residential purposes, which thereafter shall not be subject to the terms of this Easement, except that Ohio EPA and the Health Department shall retain a right of way over this plot to the extent reasonable and necessary to obtain access for ingress and egress to the Fallsburg Road Property and the other portions of the Techniglas Road Property to conduct the activities authorized by this easement, and except that the 3.0 acre surveyed recorded parcel shall be subject to the terms and conditions of the Modified Activity and Use Limitations in the Environmental Covenant incorporated by reference herein.

4. Use. The foregoing easements and rights granted herein shall be deemed appurtenant to and may from time to time benefit the Fallsburg Road Landfill property, Parcel Number 050-168570-00.000, located at 7271 Fallsburg Road, Mary Ann Township, Licking County, Ohio, and shall be to the benefit of the Grantees, and shall from time to time benefit the Techniglas Road Property, and shall burden the Techniglas Road 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 Techniglas Road Property. It is specifically covenanted that any law to the contrary notwithstanding, such easements

and rights described herein 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 Techniglas Road Property at all times for all purposes authorized by 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 Techniglas Road Property, Grantees shall not be obligated to replace any soil, brush, shrubs, trees, or timber removed from the Techniglas Road Property.

7. Grantees maintain, and Grantor agrees, that Grantees, by entering into this Easement, assume 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 Licking County Health Department, its contractors, employees, agents, representatives, or assigns.

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 Licking County Recorder with the deed for the Techniglas Road Property depicted in Exhibit A.

(signature blocks on the following pages)

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

GRANTOR

Roberts C&DD Facility Inc.

Brenda Phelps

By: Roberts C&DD Facility Inc.
Its: President

By: Brenda Roberts Phelps
Its: Authorized Representative

STATE OF OHIO)
) ss:
COUNTY OF Licking)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Brenda Roberts Phelps, Authorized Representative of Roberts C&DD Facility Inc. an Ohio Corporation which executed the foregoing instrument, who acknowledged that she did sign the foregoing instrument on behalf of said corporation, being thereunto duly authorized, and that the same is her 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
Newark, Ohio, this 7 day of December, 2015.

Barbara Lanthorn
Notary Public
My commission expires: 10/16/2018


Prepared By:
Jack Van Kley, Attorney for Owner



BARBARA LANTHORN
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES

10/16/2018

OHIO ENVIRONMENTAL PROTECTION AGENCY



STATE OF OHIO)
)
COUNTY OF FRANKLIN) SS:

24th IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal the day of DECEMBER, 2015.



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

Prepared By:
Janine Maney, Attorney for Ohio EPA

GRANTEE

LICKINGCOUNTY HEALTH DEPARTMENT

R. Joseph Ebel

By: R. Joseph Ebel
Its: Health Commissioner

STATE OF OHIO)
) SS:
COUNTY OF LICKING)

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____
R. Joseph Ebel, the Health Commissioner of the LICKING
COUNTY HEALTH DEPARTMENT, who acknowledged to me that he/she did execute the
foregoing instrument on behalf of the LICKING COUNTY HEALTH DEPARTMENT.

IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal the
7 day of December, 2015.

Barbara Lanthorn

Notary Public

My commission expires: 10/16/2018



BARBARA LANTHORN
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES

10/16/2018

EXHIBIT A

Legal Description of Techniglas Road Property

WARRANTY DEED
Lane LegalWare

Instr: 200001030000075 01/03/2000
Pages: 4 Fee: \$22.00 10:18AM
Patty Albery T20000000044
Licking County Recorder MEPSOUTHER

Know all Men by these Presents

That **Russell L. Kirkbride, and Eleanor B. Kirkbride, Husband and Wife,**
for valuable consideration paid, hereby grant, bargain, sell, and convey, with **General**
Warranty Covenants, to **Roberts C & DD Facility, Inc.,** whose tax mailing
address is: Techniglas Road, Newark, Ohio 43055, the following real property, situated in
the Township of Mary Ann, County of Licking, and State of Ohio, to-wit:

Situated in the State of Ohio, County of Licking, Township of Mary Ann, and
being a part of Lot 15 and Lot 16, of the First Quarter, Township 3, Range 11, of
the United States Military Lands. Being also a 31.049 acre parcel out of that tract
of land as described in a deed to Russell L. & Eleanor B. Kirkbride recorded in
Deed Book 749 Page 235, all references to Deed Book (DB), Official Record
(OR), and Instrument Number (Instr#) refer to the records of the Licking County
Recorder's Office, Newark, Ohio. Said 31.049 acre parcel being further bounded
and described as follows:

Beginning at a stone w/"x" found at an existing fence corner in the north line of
said Lot 16, marking the northeast corner of the west half of said Lot 16, said
stone marking also the northwest corner of a tract of land described in a deed to
Roberts C & DD Facility, Incorporated, an Ohio Corporation, recorded in
Instr#199906300027381, said stone being also a southeasterly corner of the said
Russell L. & Eleanor B. Kirkbride Tract;

Thence S 04 deg. 38' 29" E with the west line of said Roberts C & DD Facility,
Inc. Tract, with an easterly line of the said Russell L. & Eleanor B. Kirkbride
Tract, and with an existing fenceline, a distance of 573.00 feet to a 20" dia. Maple
tree found at an existing fence corner, and being the northeast corner of a tract of
land described in a deed to Jeffrey W. Barcus recorded in OR.638-231;

Thence S 86 deg. 34' 50" W with the southerly line of the said Russell L. &
Eleanor B. Kirkbride Tract, the north line of the said Jeffrey W. Barcus Tract, and
with an existing fenceline, a distance of 990.48 feet to a 1/2" iron pipe found
marking the northwest corner of the said Barcus Tract and a southwesterly corner
of the said Russell L. & Eleanor B. Kirkbride Tract;

Thence N 05 deg. 04' 39" W with a westerly line of the said Russell L. & Eleanor
B. Kirkbride Tract, the east line of a tract of land described as Parcel 3 in a deed
to The Newark Trust Company, Trustee recorded in DB 513 PG 105, and with an

SEC.319.202 COMPLIED WITH
J. TERRY EVANS, AUDITOR
BY AM 82.20

Exhibit A

TRANSFERRED
Date January 3, 2000
[Signature]
Licking County Auditor

existing fenceline, a distance of 547.14 feet to a ½" iron pipe found in the line common to said Lot 15 and Lot 16, marking the northeast corner of said Parcel 3 and a southwesterly corner of the said Russell L. & Eleanor B. Kirkbride Tract;

Thence S 83 deg. 59' 29" W with a southerly line of the said Russell L. & Eleanor B. Kirkbride Tract, the northerly line of said Parcel 3, the line common to said Lot 15 and Lot 16, and with an existing fenceline, a distance of 338.00 feet to a 26" dia. Hickory tree found at an existing fence corner at a southwesterly corner of the said Russell L. & Eleanor B. Kirkbride Tract;

Thence N 05 deg. 26' 33" W with the west line of said Lot 15, the west line of the said Russell L. & Eleanor B. Kirkbride Tract, the east line of a tract of land described in a deed to Michael R. & Sandra K. Corbett recorded in DB 747 PG 816, and with an existing fenceline, a distance of 300.00 feet to a 5/8" rebar set;

Thence N 84 deg. 45' 05" E leaving the west line of said Lot 15, and with a new division line into and across the said Russell L. & Eleanor B. Kirkbride Tract, a distance of 2661.85 feet to a 5/8" rebar set in an existing fenceline in the east line of the said Russell L. & Eleanor B. Kirkbride Tract, the west line of a tract of land described in a deed to Robert D. Hilton recorded in OR 206-573, and the east line of said Lot 15;

Thence S 05 deg. 03' 37" E with the east line of the said Russell L. & Eleanor B. Kirkbride Tract, the west line of the said Hilton Tract, and with an existing fenceline, passing through a ½" iron pipe found at 298.54 feet, a total distance of 300.00 feet to a point at the southeasterly corner of the said Russell L. & Eleanor B. Kirkbride Tract, and in the north lien of the said Roberts C & DD Facility, Inc. Tract;

Thence S 84 deg. 41' 44" W with a southerly line of the said Russell L. & Eleanor B. Kirkbride Tract, the north line of the said Roberts C & DD Facility, Inc. Tract, and with the line common to said Lot 15 and Lot 16, passing through a 5/8" rebar found at 7.47 feet, a total distance of 1327.47 feet to the point of beginning, and containing 31.049 acres of land, more or less.

The 5/8" rebar set as mentioned herein is a 5/8" rebar, 30" in length, with a plastic cap stamped "Morris & Assoc.-PS 7347". The bearings are based on an assumed meridian and are to be used to denote angles only. This description was prepared by Morris & Associates, Inc., from record information and an actual field survey of the premises in December of 1999.

Subject to building restrictions, zoning restrictions, leases and easements of record, taxes and assessments which are a lien, and determination by the Tax Map Department of the Licking County Engineer's Office and the Licking County Regional Planning Commission.

Taxes shall be pro-rated to the date of closing.


The Grantees, their heirs, and assigns do hereby acknowledge and agree that this conveyance is subject to the covenant and agreement of the grantees, their heirs, and assigns that this lot does not constitute a building site and that no building shall be constructed on the said premises without the prior written approval of the Licking County Planning Commission.

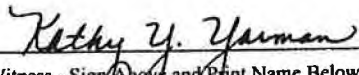
The Grantees, their heirs, and assigns do hereby acknowledge and agree that this conveyance is subject to the covenant and agreement of the grantees, their heirs, and assigns that the above described tract may not be used to expand Grantee's landfill operation except for use as home sites (if the same are approved in accordance with the proceeding covenant), and for use as fire roads.

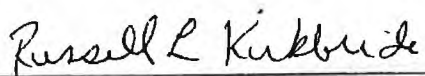
Prior Instrument Reference: Volume 749, Page 235.

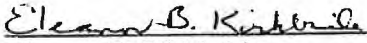
~~Witness~~ their hands this 30th day of December, 1999.

*Signed and Acknowledged
in the Presence of:*


ALAN D. COLAPINTO
Witness - Sign Above and Print Name Below:


KATHY Y. YARMAN
Witness - Sign Above and Print Name Below:


Russell L. Kirkbride
Russell L. Kirkbride


Eleanor B. Kirkbride
Eleanor B. Kirkbride

State of Ohio

ss.

Knox County

Before me, a Notary Public in and for the County and State aforesaid, personally appeared the above named Russell L. Kirkbride, and Eleanor B. Kirkbride, 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 Mount Vernon, Ohio this 30th day of December, 1999.



KATHY Y. YARMAN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPT. 13, 2004

Kathy Y. Yarmen
Notary Public

This Instrument Prepared By: Kenneth E. Lane, Attorney at Law, Mount Vernon, Ohio

DESCRIPTION APPROVED TIM LOLLO LICKING COUNTY ENGINEER	
TAX MAP DRAWING NO <u>2</u>	APPROVED BY <u>WLC</u>

ATTACHMENT C

ENVIRONMENTAL COVENANT FALLSBURG ROAD PROPERTY

CONDITIONAL APPROVAL FOR THIS TRANSFER
CORRECTION REQUIRED FOR NEXT TRANSFER
WILLIAM C. LOZIER, LICKING COUNTY ENGINEER

WCL

1-6-16

TRANSFER NOT NECESSARY

Date

January 6, 2016

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201601060000183

Pgs: 13 \$116.00 T20160000240
01/06/2016 9:50AM HACEPA
Bryan A. Long
Licking County Recorder

To be recorded with Deed
Records - ORC §317.08

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Roberts C&DD Facility, 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 Fallsburg Road Landfill construction and demolition debris landfill ("the Facility"), consistent with ORC Chapter 3714. and the rules promulgated thereunder. The Facility is located at 7271 Fallsburg Road, Mary Ann Township, Ohio 43055 in Licking 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 Licking County Health Department ("Health Department") in Licking 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.

Now therefore, Owner and Holder, Roberts C&DD Facility, 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 54 acres identified by the Licking County Auditor as Parcel Number 050-168570-00.000 owned by Roberts C&DD Facility, Inc., located at 7271 Fallsburg Road, Mary Ann Township, Ohio 43055, in Licking 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 ("the Property").

3. Owner. Roberts C&DD Facility, Inc. ("Owner"), which is located at 7271 Fallsburg Road, Mary Ann Township, Ohio 43055 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, construction and demolition debris, except for construction and demolition debris emplaced on the Property prior to the effective date of this Environmental Covenant, 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 soil and other resources at the Property are available for use in the performance of closure measures, post closure care measures, or for other operation or maintenance measures at the Facility, 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, including but not limited to the construction of any commercial, industrial, residential or recreational structure, landing strip, billboard, advertising display, antenna, tower, or storage tank, or paved or aggregate roads or surfaces. Except that, the Owner or Transferee shall have the right upon Ohio EPA approval of the location to construct an access road across the Property to the adjacent Techniglas property to the extent that an alternative access road is not available and a new access road is reasonably necessary for ingress and egress to the Techniglas Road property, but such a road shall not be constructed by Grantor or Transferee over, under, across or through any cap, limits of debris placement, areas of ancillary structures, wells, ponds, drainage systems, pipes or other structures installed by Ohio EPA or the LCHD.

Industrial or Commercial Activity – There shall be no industrial or commercial activity undertaken or allowed 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; 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, and, the clearing, removal and processing of trees and vegetation will be permitted, by Ohio EPA, its respective contractors, employees, agents, representatives and assigns ("Ohio EPA"), or the Health Department, and its respective contractors, employees, agents, representatives and assigns ("Health Department").

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, relocate 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, Licking County, Ohio, Case No. 14 CV 0771.

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 Property or Facility shall submit to Ohio EPA and the Health Department by the first (1st) of August of each year written documentation consisting of a statement 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 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_____, 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:

Construction on Property – There shall be no construction or installment of buildings or other structures, including but not limited to the construction of any commercial, industrial, residential or recreational structure, landing strip, billboard, advertising display, antenna, tower, or storage tank, or paved or aggregate roads or surfaces. Except that, the Owner or Transferee shall have the right upon Ohio EPA approval of the location to construct an access road across the Property to the adjacent Techniglas

Road property to the extent that an alternative access road is not available and a new access road is reasonably necessary for ingress and egress to the Techniglas Road property, but such a road shall not be constructed by Grantor or Transferee over, under, across or through any cap, limits of debris placement, areas of ancillary structures, wells, ponds, drainage systems, pipes or other structures installed by Ohio EPA or the LCHD.

Industrial or Commercial Activity – There shall be no industrial or commercial activity undertaken or allowed 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; 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 and resources for use in the closure of the Facility will be 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. Subject to Ohio EPA's determination that no additional closure, post closure care or ongoing operation and maintenance activities are necessary, 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 party requesting the amendment or termination shall file such instrument for recording with the Licking 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.

17. Recordation. 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 Licking 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 Licking County Recorder.

19. Distribution of Environmental Covenant. Ohio EPA may distribute a copy of a file- and date-stamped copy of the recorded Environmental Covenant to: the Health Department; 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

12/24/15
Date

State of Ohio EPA

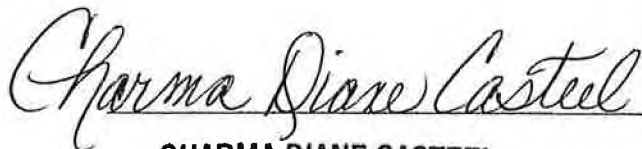
County of Franklin

) 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 24th day of DECEMBER, 2015.





CHARMA DIANE CASTEEL

NOTARY PUBLIC

STATE OF OHIO

MY COMMISSION EXPIRES

Notary Public

May 10, 2019

Prepared By:

Janine Maney, Attorney for Ohio EPA

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:

Brenda Phelps
Signature of Owner

Brenda Phelps
Brenda Phelps,
President Roberts C&DD Facility, Inc

12-9-15
Date

State of Ohio)
County of Licking) ss:

Before me, a notary public, in and for said county and state, personally appeared Brenda Phelps, a duly authorized representative of Robert C&DD Facility Inc who acknowledged to me that the representative did execute the foregoing instrument on behalf of Robert C&DD Facility, Inc

IN TESTIMONY WHEREOF I have subscribed my name and affixed my official seal this 9th day of Dec, 2015

Alyssa K. Holbrook
Notary Public



ALYSSA K. HOLBROOK
Notary Public, State of Ohio
My Commission Expires
August 2, 2016

Prepared By:
Jack Van Kley, Attorney for Owner

EXHIBIT A

Legal Description of Fallsburg Road Landfill Property

KNOW ALL MEN BY THESE PRESENTS That, BRENDA K. ROBERTS and MICHAEL A. ROBERTS, her husband, of Licking County, Ohio, the Grantors, for the consideration of One Dollar (\$1.00) and other good and valuable considerations received to its full satisfaction of ROBERTS C&DD FACILITY INC., an Ohio Corporation, the Grantee, does Give, Grant, Bargain, Sell and Convey unto the said Grantee, its successors and assigns, the following described premises:

Situated in the State of Ohio, County of Licking and Township of Mary Ann:

Parcel One: Being in the East half of Lot Number 16, Section or Quarter Township 1, Township 3, Range 11 in the United States Military District and appropriated to the support of common schools; beginning at the Northeast corner of said Lot Number 16; thence West along the North line of said Lot, 80 rods to a stone; thence South 59-1/2 rods to a stake; thence East 80 rods to the East line of said Lot; thence North along said east line 59-1/2 rods to the place of beginning, containing 29.75 acres of land.

Parcel Two: Being in the West half of Lot 17 in the Section or Quarter Township, Township and Range aforesaid; beginning at the Northwest corner of said Lot number 17; thence South along the West line of said lot, 59-1/2 rods to a stake; thence East 80 rods to a stake; thence North 49-1/2 rods to the corner of a Lot owned by M.C. Miller; thence West 8 rods to a stake; thence North 10 rods to the North line of said Lot Number 17; thence West along said North line 72 rods to the place of beginning, containing 29.25 acres of land.

SUBJECT to all legal highways, all limitations of access to public roads or highways, leases and rights of way, zoning regulations, easements of record and restrictive covenants.

EXCEPTING THEREFROM: Situated in the State of Ohio, County of Licking, Township of Mary Ann, and being a part of Lot 17 of the First Quarter, Township 3, Range 11 of the United States Military Lands. Being also a part of Parcel Two, as described in a deed to Brenda K. Roberts recorded in OR 397-306, all references to Official Record (OR), Deed Book (DB) and Instrument Number (Instr#) refer to the records of the Licking County Recorder's Office, Newark, Ohio. Said 5.000 acre parcel being further bounded and described as follows:

Beginning for a point of reference at a stone found in the north line of said Lot 17 marking the northeast corner of the west half of said Lot 17, said stone marking also the northeast corner of a tract of land described in a deed to Evelyn J. Soliday recorded in Instr# 199810070038202 and the northwest corner of a tract of land described in a deed to Rocky Fork Church of Christ, Inc., recorded in DB 827, Pg. 339;

Thence S 04 degrees 22'03"E with the east line of said Soliday Tract, and the west line of said Rocky Fork Church of Christ, Inc. Tract a distance of 165.00 feet to a 5/8" rebar found marking the southeast corner of said Soliday Tract, a northeasterly corner of said Brenda K. Roberts Tract, and being the True Point of Beginning for the 5.000 acre parcel herein described;

Thence S 04 degrees 22'03"E with the east line of said Brenda K. Roberts Tract, the west line of said Rocky Fork Church of Christ, Inc. Tract, crossing County Road 235 (also known as Soliday Rd.) a distance of 297.59 feet to a point in State Route 79 (also known as Fallsburg Rd.);

SEC. 318.202 COMPLIED WITH
 J. TERRY EVANS, AUDITOR
 BY *km sm*

Date

TRANSFERRED

June 30 1999
J. Terry Evans
 Licking County Auditor

#2
 CONDITIONAL APPROVAL FOR THIS TRANSFER
 CORRECTION REQUIRED FOR NEXT TRANSFER
 TIM LOLLO, LICKING COUNTY ENGINEER

Exhibit A

Thence S 85 degrees 37'57"W leaving the east line of said Brenda K. Roberts Tract, crossing said County Road 235 (also known as Soliday Rd.), and with a new division line into said Brenda K. Roberts Tract, passing through a 5/8" rebar set at a distance of 90.11 feet, a total distance of 465.77 feet to a 5/8" rebar set;

Thence N 04 degrees 22'03"W continuing with said new division line into said Brenda K. Roberts Tract a distance of 106.13 feet to a 5/8" rebar set;

Thence N 13 degrees 52'52"E continuing with said new division line into said Brenda K. Roberts Tract, along an existing fenceline, a distance of 147.75 feet to a 5/8" rebar set;

Thence S 84 degrees 23'12" W continuing with said new division line into said Brenda K. Roberts Tract, along an existing fenceline, a distance of 162.75 feet to a 5/8" rebar set;

Thence N 12 degrees 28'19"W continuing with said new division line into said Brenda K. Roberts Tract, along an existing fenceline, a distance of 216.88 feet to a 5/8" rebar set in the north line of said Brenda K. Roberts Tract, the north line of said Lot 17, and in the south line of a tract of land described in a deed to Robert D. Hilton recorded in OR 206-573;

Thence N 85 degrees 10'07"E with the north line of said Brenda K. Roberts Tract, the south line of said Robert D. Hilton Tract, the north line of said lot 17, the south line of a tract of land described in a deed to Fred and Sandra Angle recorded in OR 271-520, the south line of a tract of land described in a deed to Pansey W. Pickenpaugh recorded in OR 362-460, a distance of 480.81 feet to a 5/8" rebar found marking a northeasterly corner of said Brenda K. Roberts Tract and the northwest corner of said Soliday Tract;

Thence S 04 degrees 22'03" E with the line common to said Brenda K. Roberts Tract and said Soliday Tract, crossing County Road 202 (also known as Techniglas Rd.), a distance of 165.00 feet to a 5/8" rebar found;

Thence N 85 degrees 10'07"E continuing with the line common to said Brenda K. Roberts Tract and said Soliday Tract a distance of 132.00 feet to the point of beginning and containing 5.000 acres of land, more or less. Subject to all easements, leases, conditions, covenants and right of way of record.

The 5/8" rebar set as mentioned herein is a 5/8" rebar, 30" in length, with a plastic cap stamped "MORRIS&ASSOC.-PS7437. The bearings are based on an assumed meridian and are to be used to denote angles only.

This description was prepared by Morris & Associates, Inc. from record information and an actual field survey of the premises in November, 1998.

Parcel Id No. 50-168570-00

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereunto belonging, unto the said Grantee, its successors and assigns forever.

And the said Grantors, does for themselves, their heirs and assigns, covenant with said Grantee, its successors and assigns, that at and until the ensealing of these presents, they are well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE and have good right to bargain and sell the same in manner and form as above written, and that the same are **free and clear from all**

incumbrances whatsoever.

And that it will **Warrant and Defend** said premises, with the appurtenances thereunto belonging, to the said Grantee, its successors and assigns, forever, against all lawful claims and demands whatsoever.

IN WITNESS WHEREOF, I have set my hand and seal this 21st day of June, 1999.

Signed and acknowledged in presence of:

Sharon K. McQueen
Sharon K. McQueen
Barbara J. Atherton
Barbara J. Atherton

Brenda K. Roberts
Brenda K. Roberts
Michael A. Roberts
Michael A. Roberts

STATE OF OHIO
COUNTY OF LICKING: ss

Before me, a notary public, in and for said County, personally appeared the above named BRENDA K. ROBERTS and MICHAEL A. ROBERTS, her husband who acknowledged that they signed 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 Newark, Ohio this 21st day of June, 1999.

Barbara J. Atherton
Notary Public

THIS INSTRUMENT PREPARED BY:

MORROW, GORDON & BYRD, Ltd.
Attorneys at Law
33 West Main Street
P.O. Box 4190
Newark, Ohio 43058-4190



BARBARA J. ATHERTON
Notary Public, State of Ohio
My commission expires 7/29/2003

ATTACHMENT D

EASEMENT FALLSBURG ROAD PROPERTY

CONDITIONAL APPROVAL FOR THIS TRANSFER
CORRECTION REQUIRED FOR NEXT TRANSFER
WILLIAM C. LOZIER, LICKING COUNTY ENGINEER

W.C. Lozier 1-6-16

TRANSFER NOT NECESSARY

Date January 6, 2016
Mark A. Long
Licking County Auditor



201601060000184

Pgs: 10 \$92.00 T20160000240
01/06/2016 9:51AM HACEPA
Bryan A. Long
Licking County Recorder

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is entered into as of the 24th day of December 2015, by and between Roberts C&DD Facility Inc. ("Grantor"), having a mailing address of 7271 Fallsburg Road, Newark, Ohio 43055, and THE OHIO ENVIRONMENTAL PROTECTION AGENCY ("Ohio EPA") having a mailing address of P.O. Box 1049, Columbus, Ohio 43216-1049, Attention: Legal Department and THE LICKING COUNTY HEALTH DEPARTMENT (the "Health Department") having a mailing address of 675 Price Rd., Newark, Ohio 43055, Attention: Commissioner (collectively, "Grantees").

RECITALS

A. Grantor is the owner of a 54.0 acre parcel of real property, Parcel Number 050-168570-00.000, located in Mary Ann Township, Licking County, Ohio, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property").

B. Pursuant to the Consent Order filed in the Court of Common Pleas, Licking County, Ohio, Case No. 14 CV 0771 (the "Consent Order"), the Grantor agreed to provide the 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. Roberts C&DD Facility 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 as the Property, to the activity and use limitations and specified obligations, agreed to an Environmental Covenant recorded on ____ day of ____, 2016 as a deed record for the Property [Recorded as * ____ (Book/Page or Document Number or Affn.)) with the Licking County Recorder. The activity and use limitations of said recorded Environmental Covenant are fully incorporated into this agreement as if fully set forth herein.

* 201601060000183

3. This easement shall not preclude Grantor from constructing an access road in accordance with the Activity and Use Limitations specified in paragraph 6 of the Environmental Covenant fully incorporated herein, upon Ohio EPA approval of such location to construct such an access road across the Property to the adjacent Techniglas property to the extent that an alternative access road is not available and a new access road is reasonably necessary for ingress and egress to the Techniglas Road property, but such a road shall not be constructed by Grantor or Transferee over, under, across or through any cap, limits of debris placement, areas of ancillary structures, wells, ponds, drainage systems, pipes or other structures installed by Ohio EPA or the LCHD.

4. Grant of Easement. Grantor hereby grants and conveys to Grantees, and their representatives, employees, agents, assigns and contractors, an appurtenant easement for right of way, for access over, under, across and through the Property to conduct the activities authorized by this easement; and an easement to conduct routine inspections of the Fallsburg Road Landfill, and an easement to excavate, contour, move, place, relocate, and use soils, trees and other resources on, from, or to the Property, and an easement to install, construct, maintain or abandon fencing, barriers, signs on the Property, and an easement to install, construct, maintain or abandon equipment, structures and monitoring wells, and an easement for the purpose of taking samples, constructing air and water quality monitoring equipment, performing drainage measures, leachate control and collection measures, conducting remedial work, performing closure and post-closure care measures, performing repairs and conducting such other operation and maintenance work at the Property as authorized by this easement.

5. 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, 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 and Grantees, Grantor's and Grantees' successors, Grantor's heirs, transferees, and assigns of the Property. It is specifically covenanted that any law to the contrary notwithstanding, such easements and rights described herein shall not be extinguished or impaired by foreclosure, leasehold, assignment, sale or transfer of ownership of the Property or any portion thereof.

6. Access. Grantor shall have access to all portions of the Property at all times for all purposes authorized by the terms of this Agreement or the activity and use limitations of the recorded Environmental Covenant referenced herein.

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

8. 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 and that is contiguous to the Property. An area physically separated from the Property that is adjoining and touching the property but for the existence of a public road or private easement is deemed to be contiguous to the Property.

9. Grantees maintain, and Grantor agrees, that Grantees, by entering into this Easement, assume 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 Licking County Health Department, its contractors, employees, agents, representatives, or assigns.

10. 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.

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

12. Recordation. This Easement shall be governed by the laws of Ohio and shall be effective upon recordation with the Licking County Recorder with the deed for the Property.

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

GRANTOR

Roberts C&DD Facility Inc.

Brenda R Phelps

By: Roberts C&DD Facility Inc.
Its: President

By: Brenda Roberts Phelps
Its: Authorized Representative

STATE OF OHIO)
) ss:
COUNTY OF Licking)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Brenda Roberts Phelps, Authorized Representative of Roberts C&DD Facility Inc. an Ohio Corporation which executed the foregoing instrument, who acknowledged that she did sign the foregoing instrument on behalf of said corporation, being thereunto duly authorized, and that the same is her 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 Newark, Ohio, this 7 day of December, 2015.

Barbara Lanthorn
Notary Public
My commission expires: 10/16/2018

Prepared By:
Jack Van Kley, Attorney for Owner



BARBARA LANTHORN
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
10/16/2018

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.

24th IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal the
day of DECEMBER, 2015.




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

Prepared By:
Janine Maney, Attorney for Ohio EPA

GRANTEE

LICKINGCOUNTY HEALTH DEPARTMENT

R. Joseph Ebel

By: R. Joseph Ebel
Its: Health Commissioner

STATE OF OHIO)
)
COUNTY OF LICKING) ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared R. Joseph Ebel, the Health Commissioner of the LICKING COUNTY HEALTH DEPARTMENT, who acknowledged to me that he/she did execute the foregoing instrument on behalf of the LICKING COUNTY HEALTH DEPARTMENT.

IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal the 7 day of December, 2015.

Barbara Lanthorn
Notary Public
My commission expires: 10/16/2018



BARBARA LANTHORN
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
10/16/2018

EXHIBIT A

Legal Description of Fallsburg Road Landfill Property

KNOW ALL MEN BY THESE PRESENTS That, BRENDA K. ROBERTS and MICHAEL A. ROBERTS, her husband, of Licking County, Ohio, the Grantors, for the consideration of One Dollar (\$1.00) and other good and valuable considerations received to its full satisfaction of ROBERTS C&DD FACILITY INC., an Ohio Corporation, the Grantee, does **Give, Grant, Bargain, Sell and Convey** unto the said Grantee, its successors and assigns, the following described premises:

Situated in the State of Ohio, County of Licking and Township of Mary Ann:

Parcel One: Being in the East half of Lot Number 16, Section or Quarter Township 1, Township 3, Range 11 in the United States Military District and appropriated to the support of common schools; beginning at the Northeast corner of said Lot Number 16; thence West along the North line of said Lot, 80 rods to a stone; thence South 59-1/2 rods to a stake; thence East 80 rods to the East line of said Lot; thence North along said east line 59-1/2 rods to the place of beginning, containing 29.75 acres of land.

Parcel Two: Being in the West half of Lot 17 in the Section or Quarter Township, Township and Range aforesaid; beginning at the Northwest corner of said Lot number 17; thence South along the West line of said lot, 59-1/2 rods to a stake; thence East 80 rods to a stake; thence North 49-1/2 rods to the corner of a Lot owned by M.C. Miller; thence West 8 rods to a stake; thence North 10 rods to the North line of said Lot Number 17; thence West along said North line 72 rods to the place of beginning, containing 29.25 acres of land.

SUBJECT to all legal highways, all limitations of access to public roads or highways, leases and rights of way, zoning regulations, easements of record and restrictive covenants.

EXCEPTING THEREFROM: Situated in the State of Ohio, County of Licking, Township of Mary Ann, and being a part of Lot 17 of the First Quarter, Township 3, Range 11 of the United States Military Lands. Being also a part of Parcel Two, as described in a deed to Brenda K. Roberts recorded in OR 397-306, all references to Official Record (OR), Deed Book (DB) and Instrument Number (Instr#) refer to the records of the Licking County Recorder's Office, Newark, Ohio. Said 5.000 acre parcel being further bounded and described as follows:

Beginning for a point of reference at a stone found in the north line of said Lot 17 marking the northeast corner of the west half of said Lot 17, said stone marking also the northeast corner of a tract of land described in a deed to Evelyn J. Soliday recorded in Instr# 199810070038202 and the northwest corner of a tract of land described in a deed to Rocky Fork Church of Christ, Inc., recorded in DB 827, Pg. 339;

Thence S 04 degrees 22'03"E with the east line of said Soliday Tract, and the west line of said Rocky Fork Church of Christ, Inc. Tract a distance of 165.00 feet to a 5/8" rebar found marking the southeast corner of said Soliday Tract, a northeasterly corner of said Brenda K. Roberts Tract, and being the True Point of Beginning for the 5.000 acre parcel herein described;

Thence S 04 degrees 22'03"E with the east line of said Brenda K. Roberts Tract, the west line of said Rocky Fork Church of Christ, Inc. Tract, crossing County Road 235 (also known as Soliday Rd.) a distance of 297.59 feet to a point in State Route 79 (also known as Fallsburg Rd.);

SEC. 319.202 COMPLIED WITH
 J. TERRY EVANS, AUDITOR
 BY *[Signature]*

Date

TRANSFERRED

[Signature]
 Licking County Auditor

#2

CONDITIONAL APPROVAL FOR THIS TRANSFER
 CORRECTION REQUIRED FOR NEXT TRANSFER
 TIM LOLLO, LICKING COUNTY ENGINEER

Exhibit A

Thence S 85 degrees 37'57"W leaving the east line of said Brenda K. Roberts Tract, crossing said County Road 235 (also known as Soliday Rd.), and with a new division line into said Brenda K. Roberts Tract, passing through a 5/8" rebar set at a distance of 90.11 feet, a total distance of 465.77 feet to a 5/8" rebar set;

Thence N 04 degrees 22'03"W continuing with said new division line into said Brenda K. Roberts Tract a distance of 106.13 feet to a 5/8" rebar set;

Thence N 13 degrees 52'52"E continuing with said new division line into said Brenda K. Roberts Tract, along an existing fenceline, a distance of 147.75 feet to a 5/8" rebar set;

Thence S 84 degrees 23'12" W continuing with said new division line into said Brenda K. Roberts Tract, along an existing fenceline, a distance of 162.75 feet to a 5/8" rebar set;

Thence N 12 degrees 28'19"W continuing with said new division line into said Brenda K. Roberts Tract, along an existing fenceline, a distance of 216.88 feet to a 5/8" rebar set in the north line of said Brenda K. Roberts Tract, the north line of said Lot 17, and in the south line of a tract of land described in a deed to Robert D. Hilton recorded in OR 206-573;

Thence N 85 degrees 10'07"E with the north line of said Brenda K. Roberts Tract, the south line of said Robert D. Hilton Tract, the north line of said lot 17, the south line of a tract of land described in a deed to Fred and Sandra Angle recorded in OR 271-520, the south line of a tract of land described in a deed to Pansey W. Pickenpaugh recorded in OR 362-460, a distance of 480.81 feet to a 5/8" rebar found marking a northeasterly corner of said Brenda K. Roberts Tract and the northwest corner of said Soliday Tract;

Thence S 04 degrees 22'03" E with the line common to said Brenda K. Roberts Tract and said Soliday Tract, crossing County Road 202 (also known as Techniglas Rd.), a distance of 165.00 feet to a 5/8" rebar found;

Thence N 85 degrees 10'07"E continuing with the line common to said Brenda K. Roberts Tract and said Soliday Tract a distance of 132.00 feet to the point of beginning and containing 5.000 acres of land, more or less. Subject to all easements, leases, conditions, covenants and right of way of record.

The 5/8" rebar set as mentioned herein is a 5/8" rebar, 30" in length, with a plastic cap stamped "MORRIS&ASSOC.-PS7437. The bearings are based on an assumed meridian and are to be used to denote angles only.

This description was prepared by Morris & Associates, Inc. from record information and an actual field survey of the premises in November, 1998.

Parcel Id No. 50-168570-00

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereunto belonging, unto the said Grantee, its successors and assigns forever.

And the said Grantors, does for themselves, their heirs and assigns, covenant with said Grantee, its successors and assigns, that at and until the ensealing of these presents, they are well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE and have good right to bargain and sell the same in manner and form as above written, and that the same are **free and clear from all**

incumbrances whatsoever.

And that it will **Warrant and Defend** said premises, with the appurtenances thereunto belonging, to the said Grantee, its successors and assigns, forever, against all lawful claims and demands whatsoever.

IN WITNESS WHEREOF, I have set my hand and seal this 21st day of June, 1999.

Signed and acknowledged in presence of:

Sharon K. McQueen
Sharon K. McQueen
Barbara J. Atherton
Barbara J. Atherton

Brenda K. Roberts
Brenda K. Roberts
Michael A. Roberts
Michael A. Roberts

STATE OF OHIO
COUNTY OF LICKING: ss

Before me, a notary public, in and for said County, personally appeared the above named BRENDA K. ROBERTS and MICHAEL A. ROBERTS, her husband who acknowledged that they signed the foregoing instrument and that the same is their free act and deed.

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Notary Public

THIS INSTRUMENT PREPARED BY:

MORROW, GORDON & BYRD, Ltd.
Attorneys at Law
33 West Main Street
P.O. Box 4190
Newark, Ohio 43058-4190



BARBARA J. ATHERTON
Notary Public, State of Ohio
My commission expires 7/29/2003