

Fultz Landfill

200200005302  
Filed for Record in  
GUERNSEY COUNTY, OHIO  
COLLEEN WHEATLEY  
07-15-2002 10:25 AM.  
AFF 20.00  
OR Book 322 Page 125 - 127

**APPENDIX F**

**DEED RESTRICTIONS AND RESTRICTIVE COVENANTS**

200200005302  
Filed for Record in  
GUERNSEY COUNTY, OHIO  
COLLEEN WHEATLEY  
07-15-2002 10:25 AM.  
AFF 20.00  
OR Book 322 Page 125 - 127

**(NUNC PRO TUNC)**

Alice P. Dinkins, the undersigned hereinbelow, for herself, her heirs, her successors, and her assigns, agrees to enact the following deed restrictions and restrictive covenants on her property, which she initially received by Quit Claim Deed from Ruth M. Fultz, and then subsequently received by Quit Claim Deed the additional undivided interest in the property, which represented Wesley Fultz's undivided one-half (1/2) interest therein, as these deed restrictions and restrictive covenants run with the real property herein pursuant to the Consent Decree, specifically paragraphs (9)(a) and (b), which Decree was filed in the case of U.S. v. Armco, et al., under case number C-2-95-698, in the Federal District Court for the Southern District of Ohio on June 23, 1997.

This instrument of Deed Restrictions and Restrictive Covenants is designed and intended to cover all of the *Fultz Landfill Superfund Site's real property* in the name of Ruth M. Fultz as of June 23, 1997, which was the date of the Consent Decree Judgment Entry.

**(NOTE:** It appears that this instrument of Deed Restrictions and Restrictive Covenants Form was not recorded in the Guernsey County Recorder's Office in June of 1997 as was originally intended by the parties; therefore, it is now being recorded with the intention of having retroactive application. However, a portion of the main body of the Superfund Site property herein has already been partitioned by Quit Claim Deed from Ruth M. Fultz to Wesley Fultz and Alice P. Dinkins, both of whom are unremarried persons, and then further partitioned by Quit Claim Deed from Wesley Fultz to Alice P. Dinkins, since June, 1997, and before the recording of this form herein. Thus, Alice P. Dinkins also agrees to execute this same instrument of Deed Restrictions and Restrictive Covenants to run with her portion of the Superfund Site property currently recorded in her name, absolutely and in fee simple).

**Deed Restrictions**

1. No building, structure or other object shall be built or placed on the Superfund Site that would disturb the Cap over the landfill or otherwise disturb any component of the remedy at the Site. Further, no one shall use surface or ground water from the Site for any purpose, including but not limited to human or animal consumption.

**Restrictive Covenants**

1. The owner and/or occupant of the above-described premises covenants that he or she or they shall not engage in, cause or allow the drilling, construction, installation, development, operation or use of any well for potable water at, on or within said property;

200200005302  
ATTY JAMES E WORKMAN, JR

2. The owner and/or occupant of the above-described premises covenants that he or she or they shall not engage in, cause or allow drilling, construction, installation, development, operation on or within said property that will damage, disturb, displace or destroy the protective cap or any other component of the remedy that has been placed on or within said property;
3. The owner and/or occupant of the above-described premises covenants that he or she or they shall not engage in, cause or allow the construction, installation, development, operation or use of the surface water at, on or within said property;
4. The owner and/or occupant of the above-described premises covenants that each deed, title, lease or other instrument conveying an interest in said property shall contain and be subject to the foregoing restrictions; and
5. The owner and/or occupant of the above-described premises covenants that he or she or they shall take all reasonable and appropriate measures to that extent of his/her/their property rights to prevent or preclude the drilling, construction, installation, development operation or use of any well for potable water at, on or within said property by any other person.

Said covenants shall run with the land, shall be binding upon any and all successors in interest, and all assignees, lessees, sublessees, operators, tenants, licensees and agents, and any and all persons who acquire any interest in the property, and shall be for the benefit of Ruth M. Fultz, and Wesley Fultz by assignment, the United States Environmental Protection Agency ("EPA"), the Ohio Environmental Protection Agency, and their successors and assigns, each of whom shall be privileged to enforce these covenants by appropriate action in a court of competent jurisdiction.

This instrument was signed on this 14 day of July, 2002.

SIGNED IN THE PRESENCE OF:

Alice P. Dinkins  
 Alice P. Dinkins, unmarried  
 woman

[Signature]  
 Witness

Carlotta P. Horvath  
 Witness

**AFFIDAVIT OF VERIFICATION**

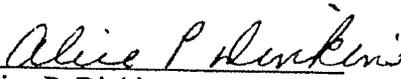
STATE OF OHIO

SS:

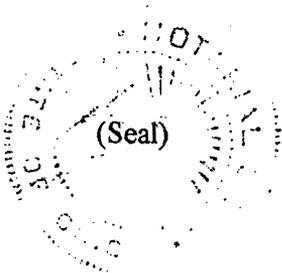
COUNTY OF GUERNSEY,

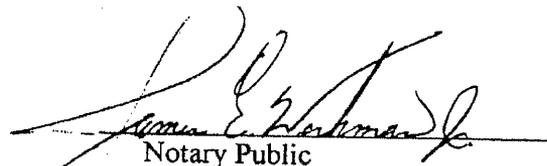
The Affiant, Alice P. Dinkins, being first duly cautioned and sworn, states and avers that she has read the above language set forth in the above instrument and verifies the accuracy of its contents; that it contains the intent of the parties herein; that she intends to be bound by this Agreement, (including its affects upon the real property conveyed to her by Ruth M. Fultz and Wesley Fultz, through two (2) separate Quit Claim Deeds, which are currently recorded in her name in Volume 238, at Page 548; and in Volume 241, at Page 317, of the Guernsey County Recorder's Office), between Ruth M. Fultz, and the United States Environmental Protection Agency (EPA), the Ohio Environmental Protection Agency, and their successors and assigns; and that she voluntarily signs this instrument of her own free act and deed.

The Affiant further saith naught.

  
Alice P. Dinkins, unmarried  
woman

Sworn to before me and subscribed in my presence on this 14<sup>th</sup> day of July,  
2002.



  
Notary Public  
JAMES E. WORKMAN, JR.  
Notary Public, State of Ohio  
My commission expires Lifetime Commission

*This instrument prepared by:*  
JAMES E. WORKMAN, JR.  
ATTORNEY AT LAW

APPENDIX F***DEED RESTRICTIONS AND RESTRICTIVE COVENANTS*****(NUNC PRO TUNC)**

Wesley Fultz, the undersigned hereinbelow, for himself, his heirs, his successors, and his assigns, agrees to enact the following deed restrictions and restrictive covenants on his property, which he received by Quit Claim Deed from his mother, Ruth M. Fultz, pursuant to the Consent Decree, specifically paragraphs (9)(a) and (b), which Decree was filed in the case of U.S. v. Armco, et al., under case number C-2-95-698, in the Federal District Court for the Southern District of Ohio on June 23, 1997. This instrument of Deed Restrictions and Restrictive Covenants is designed and intended to cover all of the *Fultz Landfill Superfund Site's real property* in the name of Ruth M. Fultz as of June 23, 1997, which was the date of the Consent Decree Judgment Entry. **(NOTE:** It appears that this instrument of Deed Restrictions and Restrictive Covenants Form was not recorded in the Guernsey County Recorder's Office in June of 1997 as was originally intended by the parties; therefore, it is now being recorded with the intention of having retroactive application. However, a portion of the main body of the Superfund Site property herein has already been partitioned by Quit Claim Deed from Ruth M. Fultz to Wesley Fultz, son of Ruth M. Fultz, since June, 1997, and before the recording of this form herein. Thus, Wesley Fultz also agrees to execute this same instrument of Deed Restrictions and Restrictive Covenants to run with his portion of the Superfund Site property currently recorded in his name).

**Deed Restrictions**

1. No building, structure or other object shall be built or placed on the Superfund Site that would disturb the Cap over the landfill or otherwise disturb any component of the remedy at the Site. Further, no one shall use surface or ground water from the Site for any purpose, including but not limited to human or animal consumption.

**Restrictive Covenants**

1. The owner and/or occupant of the above-described premises covenants that he or she or they shall not engage in, cause or allow the drilling, construction, installation, development, operation or use of any well for potable water at, on or within said property;
2. The owner and/or occupant of the above-described premises covenants that he or she or they shall not engage in, cause or allow drilling, construction, installation, development, operation on or within said property that will damage, disturb, displace or destroy the protective cap or any other component of the remedy that has been placed on or within said property;

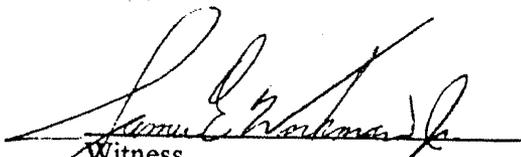
3. The owner and/or occupant of the above-described premises covenants that he or she or they shall not engage in, cause or allow the construction, installation, development, operation or use of the surface water at, on or within said property;
4. The owner and/or occupant of the above-described premises covenants that each deed, title, lease or other instrument conveying an interest in said property shall contain and be subject to the foregoing restrictions; and
5. The owner and/or occupant of the above-described premises covenants that he or she or they shall take all reasonable and appropriate measures to that extent of his/her/their property rights to prevent or preclude the drilling, construction, installation, development operation or use of any well for potable water at, on or within said property by any other person.

Said covenants shall run with the land, shall be binding upon any and all successors in interest, and all assignees, lessees, sublessees, operators, tenants, licensees and agents, and any and all persons who acquire any interest in the property, and shall be for the benefit of Ruth M. Fultz, and Wesley Fultz by assignment, the United States Environmental Protection Agency ("EPA"), the Ohio Environmental Protection Agency, and their successors and assigns, each of whom shall be privileged to enforce these covenants by appropriate action in a court of competent jurisdiction.

This instrument was signed on this 14<sup>th</sup> day of July, 2002.

SIGNED IN THE PRESENCE OF:

  
Wesley Fultz

  
Witness

  
Witness

AFFIDAVIT OF VERIFICATION

STATE OF OHIO,

SS:

COUNTY OF GUERNSEY,

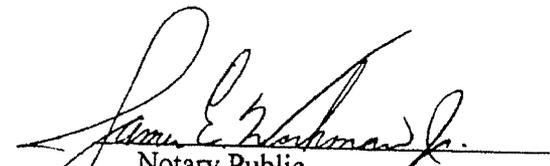
The Affiant, Wesley Fultz, being first duly cautioned and sworn, states and avers that he has read the above language set forth in the above instrument and verifies the accuracy of its contents; that it contains the intent of the parties herein; that he intends to be bound by this Agreement, as it affects the real property conveyed to him by Quit Claim Deed and currently recorded in his name in Volume 238, at Page 548, of the Guernsey County Recorder's Office, between his mother, Ruth M. Fultz, and the United States Environmental Protection Agency (EPA), the Ohio Environmental Protection Agency, and their successors and assigns; and that he voluntarily signs this instrument of his own free act and deed.

The Affiant further saith naught.

  
Wesley Fultz

Sworn to before me and subscribed in my presence on this 14<sup>th</sup> day of July, 2002.

(Seal)

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

JAMES E. WORKMAN, JR.  
Notary Public, State of Ohio  
Lifetime Commission

*This instrument prepared by*  
JAMES E. WORKMAN, JR.  
ATTORNEY AT LAW

APPENDIX F

**DEED RESTRICTIONS AND RESTRICTIVE COVENANTS**

**(NUNC PRO TUNC)**

Ruth M. Fultz, the undersigned hereinbelow, agrees to enact the following deed restrictions and restrictive covenants on her property as described in the Consent Decree, specifically paragraphs (9)(a) and (b), which Decree was filed in the case of U.S. v. Armco, et al., under case number C-2-95-698, in the Federal District Court for the Southern District of Ohio on June 23, 1997. This instrument of Deed Restrictions and Restrictive Covenants is designed and intended to cover all of the *Fultz Landfill Superfund Site's real property* in the name of Ruth M. Fultz as of June 23, 1997, which was the date of the Consent Decree Judgment Entry. (**NOTE:** It appears that this instrument of Deed Restrictions and Restrictive Covenants Form was not recorded in the Guernsey County Recorder's Office in June of 1997 as was originally intended by the parties; therefore, it is now being recorded with the intention of having retroactive application. However, a portion of the main body of the Superfund Site property herein has already been partitioned by Quit Claim Deed from Ruth M. Fultz to Wesley Fultz, son of Ruth M. Fultz, since June, 1997, and before the recording of this form herein. Thus, Ruth M. Fultz has arranged to have her son, Wesley Fultz, also execute this same instrument of Deed Restrictions and Restrictive Covenants to run with his portion of the Superfund Site property currently recorded in his name).

Deed Restrictions

1. No building, structure or other object shall be built or placed on the Superfund Site that would disturb the Cap over the landfill or otherwise disturb any component of the remedy at the Site. Further, no one shall use surface or ground water from the Site for any purpose, including but not limited to human or animal consumption.

Restrictive Covenants

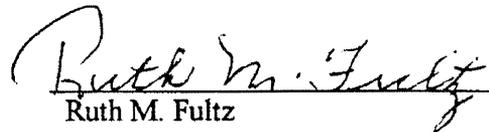
1. The owner and/or occupant of the above-described premises covenants that he or she or they shall not engage in, cause or allow the drilling, construction, installation, development, operation or use of any well for potable water at, on or within said property;
2. The owner and/or occupant of the above-described premises covenants that he or she or they shall not engage in, cause or allow drilling, construction, installation, development, operation on or within said property that will damage, disturb, displace or destroy the protective cap or any other component of the remedy that has been placed on or within said property;

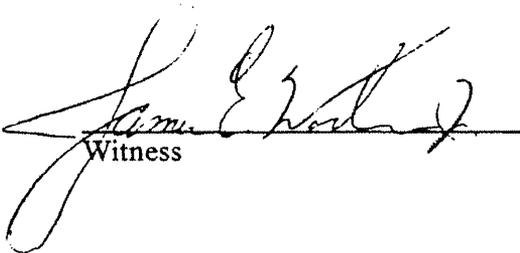
3. The owner and/or occupant of the above-described premises covenants that he or she or they shall not engage in, cause or allow the construction, installation, development, operation or use of the surface water at, on or within said property;
4. The owner and/or occupant of the above-described premises covenants that each deed, title, lease or other instrument conveying an interest in said property shall contain and be subject to the foregoing restrictions; and
5. The owner and/or occupant of the above-described premises covenants that he or she or they shall take all reasonable and appropriate measures to that extent of his/her/their property rights to prevent or preclude the drilling, construction, installation, development operation or use of any well for potable water at, on or within said property by any other person.

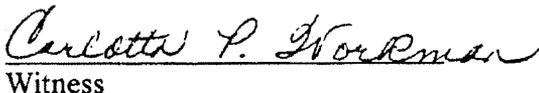
Said covenants shall run with the land, shall be binding upon any and all successors in interest, and all assignees, lessees, sublessees, operators, tenants, licensees and agents, and any and all persons who acquire any interest in the property, and shall be for the benefit of Ruth M. Fultz, the United States Environmental Protection Agency ("EPA"), the Ohio Environmental Protection Agency, and their successors and assigns, each of whom shall be privileged to enforce these covenants by appropriate action in a court of competent jurisdiction.

This instrument was signed on this 14<sup>th</sup> day of July, 2002.

SIGNED IN THE PRESENCE OF:

  
Ruth M. Fultz

  
Witness

  
Witness