

## APPENDIX B.3

### Environmental Covenant for Spindler Property

200800002580 ✓  
Filed For Record in  
WASHINGTON COUNTY, OHIO  
TRACEY WRIGHT, RECORDER  
04-09-2008 At 12:57 pm.  
DEED 156.00  
OR Volume 464 Page 631 - 648

To be recorded with Deed  
Records - ORC § 317.08

## ENVIRONMENTAL COVENANT

This Environmental Covenant is made as of the 24<sup>TH</sup> day of MARCH, 2008, by and among David and Nancy Spindler, Louis and Nancy Spindler, and Marla Kniffin Marsh, Owners and Holders, and U.S. EPA (as further identified below) pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Restricted Area (described below) to the activity and use limitations and to the rights of access described below.

### I. BACKGROUND

1. Pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, the United States Environmental Protection Agency ("U.S. EPA") placed the Vandale Junkyard Site ("Site"), located at Marietta Township Road No. T-83, in Washington County, Ohio, on the National Priorities List, set forth in 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register, 51 Fed. Reg. 21,078 (June 10, 1986).
2. U.S. EPA issued a Record of Decision (ROD) on March 31, 1994, providing for, among other things, consolidating wastes and placing a multi-layer cover over hazardous substances and wastes remaining at the Site, minimizing the potential for direct contact with hazardous substances and minimizing releases from the Site; continuing to operate and maintain the remedy after the remedy is constructed; continuing to monitor the Site and surrounding area for any potential releases including releases to the surface waters, sediments, and groundwater; the soils and the air; imposing Site security requirements at and near the covered wastes and substances, and; requiring institutional controls for the Site area through deed restrictions and/or zoning. The institutional controls, which are addressed more specifically in this document, are to protect the performance of the remedy and prevent the exposure of humans or the environment to contaminants, by limiting the future use of the property at and near where remedial construction has occurred, and by limiting future uses that may interfere with maintaining or monitoring the performance of the remedy. Ohio EPA concurred with the ROD.
3. On August 16, 1994 and October 16, 1995, U.S. EPA issued Unilateral Administrative Orders ("UAO"), In the Matter of: The Vandale Junkyard Site, Case Nos. V-W-94-C-307 (August 16, 1994) and V-W-96-C-318 (October 16, 1995) (collectively, "UAOs") to Goodrich Corp., Cytec Industries Inc., Kardex Systems, Inc., Lockheed Martin Corp., Exxon Mobil Corp., and, Unisys Corporation, (collectively the "Performing Respondents") and Mr. Thomas Vandale as a cooperating Respondent, ordering them to implement the remedial actions selected in the March 31, 1994 ROD.
4. With the exception of the institutional controls, and operation and maintenance of the remedy, the remedial action has been implemented at the Site, and a portion of the remedy

(surface water drainage channel and subsurface gravel fill) extends onto property (Restricted Area) owned by David and Nancy Spindler, Louis and Nancy Spindler, and Marla Kniffin Marsh, as shown in Exhibit A.

## II. STATEMENT OF AUTHORITY AND PURPOSE

5. Environmental Covenant. This instrument is an environmental covenant executed and delivered pursuant to §§ 5301.80 to 5301.92 of the Ohio Revised Code. U.S. EPA by issuing the ROD, and Ohio EPA by concurring in the ROD, have "determined or approved the environmental response project," under Section 5301.80 of the Ohio UECA statute. The UAOs constitute an environmental response project as defined by ORC §5301.80(E).

6. Access to, and Activity and Use Limitations at, the Site. In executing this Environmental Covenant, the Owners/holders agree: 1) to grant a permanent right of access to the Restricted Area to the Access Grantees (as defined in this document) for purposes of repairing the surface water drainage channel and subsurface gravel fill, and appurtenant structures, and 2) to impose on the Restricted Area activity and use limitations as covenants that will run with the land for the purpose of protecting human health and the environment.

## III. DEFINITIONS

In addition to the definitions in Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92, incorporated here by reference, the following definitions shall apply to this Environmental Covenant.

7. Access Grantees shall mean the U.S. EPA, Ohio EPA, and the Performing Respondents, their successors and assigns, and their respective officers, employees, agents, contractors, and other invitees (the Vandale Group).

8. Access Property shall mean the property currently owned by David and Nancy Spindler, Louis and Nancy Spindler, and Marla Kniffin Marsh as shown in Exhibit A and described in Exhibit B.

9. U.S. EPA shall mean the United States Environmental Protection Agency, and any successor departments or agencies of the United States.

10. Restricted Area shall mean an approximately 0.171 acre tract of real property currently owned by David and Nancy Spindler, Louis and Nancy Spindler, and Marla Kniffin Marsh in Washington County, Ohio, more particularly described in Exhibit A, attached and incorporated by reference into this Environmental Covenant. See Exhibit B for a legal description of the Restricted Area.

11. Grantee. Owners David and Nancy Spindler, Louis and Nancy Spindler, and Marla Kniffin Marsh whose property description and location are listed above in paragraph 10, are the grantees of this Environmental Covenant.

12. Holder shall mean the Owners, David and Nancy Spindler, Louis and Nancy Spindler, and Marla Kniffin Marsh, who own the property described above in paragraph 10, and who are the holders of this Environmental Covenant.
13. Ohio EPA shall mean the State of Ohio Environmental Protection Agency, and any successor departments or agencies of the State of Ohio.
14. Owners shall mean David and Nancy Spindler, Louis and Nancy Spindler, and Marla Kniffin Marsh, who are the current owners of the Restricted Area described in paragraph 10, above.
15. Performing Respondents, also known as the Vandale Junkyard PRP Group, shall mean the following respondents to the August 16, 1994 and October 16, 1995, U.S. EPA issued UAOs, In the Matter of: The Vandale Junkyard Site, Case Nos. V-W-94-C-307 (August 16, 1994) and V-W-96-C-318 (October 16, 1995), and any successor entities: the Goodrich Corp., Cytec Industries Inc., Kardex Systems, Inc., Lockheed Martin Corp., Exxon Mobil Corp., and Unisys Corporation.
16. Unilateral Administrative Order ("UAO" or "Order") shall mean the August 16, 1994 and October 16, 1995, U.S. EPA issued UAOs, In the Matter of: The Vandale Junkyard Site, Case Nos. V-W-94-C-307 (August 16, 1994) and V-W-96-C-318 (October 16, 1995) (collectively, "UAOs") to Goodrich Corp., Cytec Industries Inc., Kardex Systems, Inc., Lockheed Martin Corp., Exxon Mobil Corp.; and, Unisys Corporation, (collectively the "Performing Respondents") and Mr. Thomas Vandale as a cooperating Owner Respondent, ordering them to implement the remedial actions selected in the March 31, 1994 ROD for the Site.

Now therefore, Owners and U.S. EPA agree to the following:

#### IV. ACCESS

17. Access to the Site. Owners agrees for self and successors in title that U.S. EPA, Ohio EPA, the Performing Respondents, and their employees, agents, contractors and invitees, shall have and hereby grant to each of them unrestricted right of access to the Restricted Area, to undertake the Permitted Uses described in paragraph 18, below. The Restricted Area is shown on Exhibit A. The right of access granted under this paragraph 17 shall be irrevocable while this Covenant remains in full force and effect. Notwithstanding the above, the parties agree that they shall access the Restricted Area from the adjacent property to the west owned by Mr. Thomas Vandale.

18. Permitted Uses of Access. The right of access granted under Paragraph 17 of this Environmental Covenant shall provide Access Grantees with access at all reasonable times to the Site for the purpose of conducting any activity relating to the UAOs and the ROD, including, but not limited to, the following activities:

- a. Implementing or enforcing this Environmental Covenant, consistent with the provisions of ORC §5301.82(A)(6);

- b. Conducting investigations relating to evaluating the integrity or protectiveness of the remedial action that has been implemented pursuant to the ROD and the UAOs;
- c. Obtaining samples;
- d. Implementing Work pursuant to the ROD and the UAOs, including but not limited to conducting sampling, and repairing and maintaining the surface water drainage channel and subsurface gravel fill and appurtenant structures;
- e. Determining whether the Restricted Area is being used in a manner that is prohibited or restricted; and
- f. Assessing proposed changes to the Activity and Use Limitations, and assessing proposed changes in any property interest in the Restricted Area.

#### V. ACTIVITY AND USE LIMITATIONS

19. Activity and Use Limitations The activity and use limitations set forth in this Environmental Covenant are to protect human health and the environment. Specified activity and use limitations are intended to protect the performance of the remedy for the Site and prevent the exposure of humans or the environment to hazardous substances and contaminants, by limiting future uses of property at and near where remedial construction has occurred, and by limiting future uses that may interfere with access to, monitoring the performance of, assessing or maintaining the remedy.

a. Activity and Use Limitations Do Not Restrict Remedial Work. This Section V does not limit the Access Grantees from activities and uses on or near the Restricted Area when performing their obligations to implement, monitor, assess or maintain the Site remedy as provided by the ROD and UAOs, including but not limited to repairing and maintaining the surface water drainage channel and subsurface gravel fill and appurtenant structures.

b. General Activity and Use Limitations. Unless U.S. EPA grants prior written consent for such use, Owners agree for selves and successors in title not to permit the Restricted Area to be used in any manner that may interfere with or adversely affect, as determined by U.S. EPA: (i) access to the Restricted Area; (ii) monitoring, inspecting, or investigating Restricted Area conditions; or (iii) the integrity or protectiveness of the surface water drainage channel and subsurface gravel fill and appurtenant structures. Owners' agreement restricting use of the Restricted Area shall include, but not be limited to, not permitting any mining, excavation, grading, building, or the installation or construction of, any buildings, wells, pipes, ditches, or any other structures on the Restricted Area unless first obtaining U.S. EPA's written consent to such use or activity. In paragraph 19.d., below, U.S. EPA is providing written consent identifying allowable uses of the Site and corresponding conditions for such uses.

c. Future Activity and Use Limitations. Owner covenants for himself and his successors and assigns that the Restricted Area future uses shall be only in accordance with a

U.S. EPA-approved plan for re-use. The parties shall agree to amend this Environmental Covenant pursuant to paragraph 24, as a prerequisite to U.S. EPA approval of a proposed plan for re-use, to the extent necessary to incorporate the proposed re-use.

d. Activities and Uses Not Prohibited. This Environmental Covenant does not prohibit any activity or land use of the Restricted Area which, as planned and as implemented, would neither interfere with, nor adversely affect, human health or the environment, the surface water drainage channel and subsurface gravel fill and appurtenant structures, and Restricted Area access, as determined by U.S. EPA. U.S. EPA and Ohio EPA must be consulted regarding any proposed activities and uses not specifically addressed in this Environmental Covenant, prior to implementing the proposed activity or use. After the consultation, U.S. EPA, in consultation with Ohio EPA, will provide a responsive evaluation of the proposed activity or use, and such evaluation shall not be unreasonably withheld. Based on this consultation process, livestock grazing, hunting, and traversing the Restricted Area, excluding the fenced portion of the Site remedy, is not prohibited in the Restricted Area.

e. Fenced Portion - Activity and Use Limitations. The fenced portion of the Site remedy is shown in Exhibit A and a legal description is provided in Exhibit C. Owners covenant for selves and successors and assigns that the fenced portion of the Site remedy extending into the Restricted Area shall be used only in accordance with a U.S. EPA-approved written plan for re-use. In addition to any more restrictive Activity and Use Limitations provided in subparagraphs 19.a. through 19.c., Owners agree for selves and successors in title not to use the fenced portion of the Restricted Area, and not to permit others to use the fenced portion, without a re-use plan approved in writing by U.S. EPA. In particular, Owner agrees that the fenced portion of the Restricted Area shall not be used for:

- i. generating, treating, storing, or disposing of any waste, hazardous substance, or scrap material;
- ii. conducting any activity or use which may disturb the surface of the property, including but not limited to operating motorized vehicles or conducting agricultural activities such as farming and/or allowing animals to traverse or graze;
- iii. extracting any material from or discharging any material into or onto the property, and constructing, repairing, maintaining, or using groundwater extraction, discharge or injection equipment such as wells, seepage ponds and leach fields; and
- iv. activities prohibited as provided by Ohio Administrative Code Chapter 3745-27, including but not limited to, landscaping, digging, grading, filling, drilling, mining or constructing upon the property.

## VI. GENERAL PROVISIONS

20. Running with the Land. This Environmental Covenant shall be binding upon the Owners 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 in this Environmental Covenant. The term "Transferee," as used in this Environmental Covenant, shall mean any future owner of any portion of an interest in the Site, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

21. Requirements for Notice to U.S. EPA Following Transfer of an Interest in, or Concerning Proposed Changes in the Use of, Applications for Building Permits for, or Proposals for any Site Work Affecting Contamination on, the Restricted Area. Neither Owners nor any Holder shall transfer any interest in the Restricted Area or make proposed changes in the use of the Restricted Area, or make applications for building permits for, or proposals for any work in the Restricted Area without first providing notice to U.S. EPA and obtaining any approvals or consents to the proposed change or use.

22. Notice upon Conveyance. Each instrument conveying any interest in the Property or any portion of the Property shall contain a notice specifying the activity and use limitations, and grants of access, set forth in this Environmental Covenant, and providing 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 \_\_\_\_\_, 200\_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE WASHINGTON COUNTY RECORDER ON \_\_\_\_\_, 200\_, IN [DOCUMENT \_\_\_\_, or BOOK \_\_\_\_, PAGE \_\_\_\_,]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS: [Insert the language that describes the activity and use limitations exactly as it appears in the Environmental Covenant.]**

Owners shall notify Ohio EPA and U.S. EPA within ten days after each conveyance of an interest in any portion of the Property. Owners' 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.

23. Administrative Record. Consistent with the provisions of ORC § 5301.82(A)(8), the U.S. EPA established an administrative record for the Vandale Junkyard Superfund Site at the U.S. EPA, Region 5, Superfund Division, 77 W. Jackson Boulevard, Chicago, Illinois. A copy of this administrative record is available for public viewing at the Washington County Public Library, 615 5<sup>th</sup> Street, Marietta, Ohio, 45750. The library may also be contacted at (740) 373-1057.

24. Amendments; Early Termination. This Environmental Covenant may be modified or amended or terminated while Owners own the property only by a writing signed by Owners and U.S. EPA with the formalities required for the execution of a deed in Ohio which is recorded in the Office of the Recorder of Washington County, Ohio. Upon transfer of all or any portion of the Site, Owners waive any rights that they might otherwise have under Section 5301.90 of the Ohio Revised Code to withhold their consent to any amendments, modifications, or termination of this Environmental Covenant, to the extent that they have transferred their interest in that portion of the Restricted Area affected by the modification, amendment or termination. The rights of Owners' successors in interest to modify, amend or terminate this Environmental Covenant are governed by the provisions of Section 5301.90 of the Ohio Revised Code.

25. Other Matters.

a. Representations and Warranties of Owners. Owners represent and warrant: that Owners are the sole owners of the Restricted Area; that Owners hold fee simple title to the Restricted Area which is free, clear and unencumbered; that the Owners have identified all other persons that own an interest in or hold an encumbrance on the Property and notified such persons of the Owner's intention to enter into this Environmental Covenant; that Owners have the power and authority to make and enter into this Environmental Covenant as Owners and Holders, to grant the rights and privileges provided here and to carry out all obligations of Owners and Holders in this Environmental Covenant; that this Environmental Covenant has been executed and delivered pursuant to the UAOs; and, that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owners are parties or by which Owners may be bound or affected.

b. Right to Enforce Environmental Covenant Against Owners; Equitable Remedies. In the event that Owners or any other person should attempt to deny the rights of access granted under Section IV or should violate the restrictions on activities and uses of the Restricted Area set forth in Section V, then, in addition to any rights which U.S. EPA may have under the UAOs, U.S. EPA, Ohio EPA or any Performing Respondent that is adversely affected by each denial (for example, any Performing Respondent that is prevented from conducting its remedial obligations under the UAO or the ROD) or by such violation shall have the right to immediately seek an appropriate equitable remedy and any court having jurisdiction is hereby granted the right to issue a temporary restraining order and/or preliminary injunction prohibiting such denial of access, activity or use in violation of restrictions, upon application by U.S. EPA, Ohio EPA or by such adversely affected Performing Respondent without notice or posting bond. Owners and each subsequent owner of an interest in the Restricted Area by accepting a deed to the Restricted Area or to any part of it waives all due process or other constitutional right to notice and hearing before the grant of a temporary restraining order and/or preliminary injunction pursuant to this Subsection 25.(b).

c. Future Cooperation; Execution of Supplemental Instruments. Owners agree to cooperate fully with U.S. EPA, Ohio EPA and the Performing Respondents, to assist them in implementing the rights granted them under this Environmental Covenant and, in furthering this Environmental Covenant, agree to execute and deliver such further documents as may be requested by U.S. EPA to supplement or confirm the rights granted hereunder.

d. Cumulative Remedies; No Waiver. All of the rights and remedies set forth in this Environmental Covenant or otherwise available at law or in equity are cumulative and may be exercised without regard to the adequacy of, or exclusion of, any other right, remedy or option available here or under the UAOs or at law. The failure to exercise any right granted here, to take action to remedy any violation by Owners of the terms here, or to exercise any remedy provided here, shall not be deemed to be a waiver of any such right or remedy and no forbearance on the part of U.S. EPA and no extension of the time for performance of any obligations of Owners shall operate to release or in any manner affect U.S. EPA's rights.

e. 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.

f. Recordation. Within thirty (30) days after the date of the final required signature on this Environmental Covenant, Owners shall file this Environmental Covenant for recording, in the same manner as a deed to the Site, with the Washington County Recorder's Office.

g. 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 Site with the Washington County Recorder.

h. Distribution of Environmental Covenant/Other Notices. Unless otherwise notified in writing, the Owners shall distribute all documents and communications required by this Environmental Covenant, including distributing a file-stamped and date-stamped copy of the recorded Environmental Covenant, to:

Michael D. Sherron  
Site Coordinator  
Vandale Junkyard Site  
Ohio EPA SEDO, DERR  
2195 Front Street  
Logan, Ohio 43138

Ronald W. Murawski  
Remedial Project Manager  
Vandale Junkyard Site  
U.S. EPA Region 5  
77 West Jackson Blvd., SR-6J  
Chicago, Illinois 60604

*Prepared by*

For the Performing Respondents:

Diane E. McCausland  
Engineering Management, Inc.  
1500 Ardmore Blvd., Suite 502  
Pittsburgh, PA 15221

For Owners:

David and Nancy Spindler  
1155 Pleasant Ridge Road  
Marietta, OH 45750

Louis and Nancy Spindler  
126 Ashley Hall Plantation Road  
Charleston, SC 29407

Marla Kniffin Marsh  
2325 West Harborlight Street  
Wichita, KS 67204

i. Governing Law. This Environmental Covenant shall be construed according to and governed by the laws of the State of Ohio and the United States of America.

j. Captions. All paragraph captions are for convenience of reference only and shall not affect the construction of any provision of this Environmental Covenant.

k. Time of the Essence. Time is of the essence of each and every performance obligation of Owners under this Environmental Covenant.



IN WITNESS WHEREOF, Owners and U.S. EPA have executed and delivered this Environmental Covenant as of the date first above written.

OWNER  
*[Signature]*  
Louis Spindler

OWNER  
*[Signature]*  
Nancy Spindler

STATE OF SOUTH CAROLINA )  
  ) SS.  
COUNTY OF Charleston )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of January, 2008, by Louis Spindler and Nancy Spindler, husband and wife.

*[Signature]*  
Notary Public

*My commission expires 12/17/08*



IN WITNESS WHEREOF, Owners and U.S. EPA have executed and delivered this Environmental Covenant as of the date first above written.

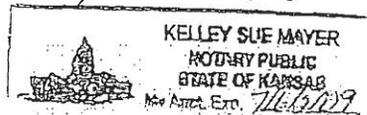
OWNER

Marla Kniffin Marsh  
Marla Kniffin Marsh

STATE OF KANSAS )  
COUNTY OF SEDGWICK ) SS:

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of January, 2007, by Marla Kniffin Marsh.  
8

Kelley Sue Mayer  
Notary Public



IN WITNESS WHEREOF, Owners and U.S. EPA have executed and delivered this Environmental Covenant as of the date first above written.

UNITED STATES OF AMERICA  
On behalf of the Administrator of the  
United States Environmental Protection Agency

By: Richard C. Karl  
Richard C. Karl, Director,  
Superfund Division, Region 5

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK    )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of MARCH, 2008, by Richard C. Karl, Director, Superfund Division, Region 5 of the United States Environmental Protection Agency, on behalf of the United States of America.

John V. Fagiolo  
Notary Public

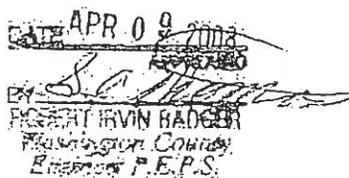
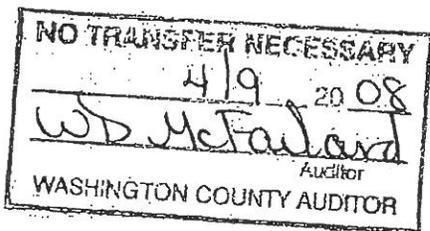
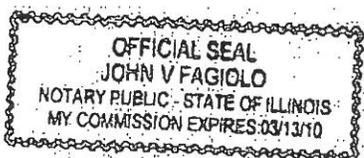
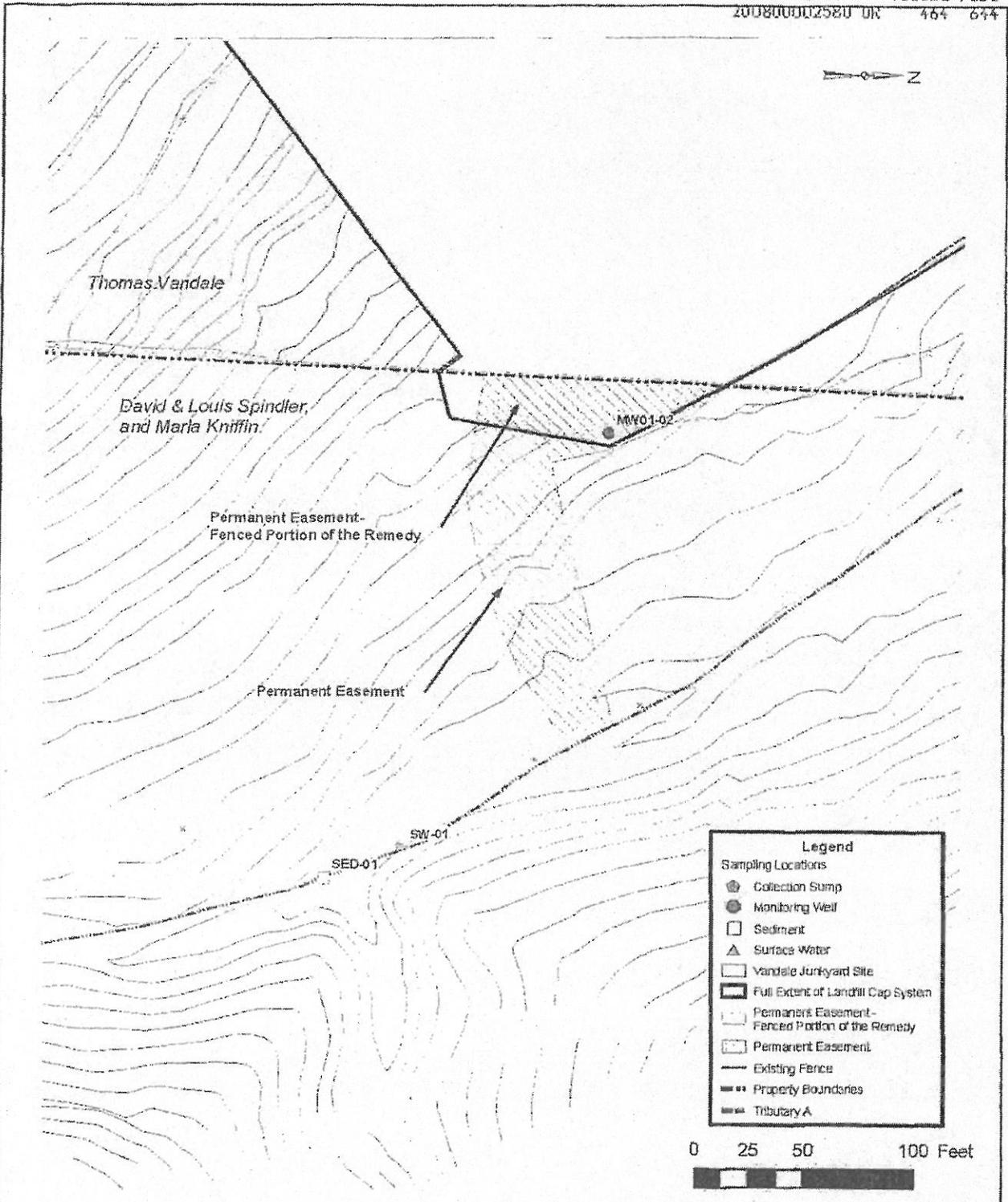


EXHIBIT A

Drawing of the Restricted Area



Sources: Parcel Boundaries approximated from Washington County, OH parcel Maps. Spindler/Kniffin property defined in Official Record 397, page 132.

**GEO SYNTEC CONSULTANTS**  
*Flora, Georgia*

PROJECT NO: GR2597-400	FIGURE NO: Exhibit A
DOCUMENT NO: GA060030	FILE NO: 1002004

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EXHIBIT B

Legal Description of the Restricted Area

# VERNON

VERNON SURVEYING CO. PROFESSIONAL SURVEYORS

September 12, 2006  
06-5423

0.171 Acre  
Permanent Easement  
for Drainage Structure

Situated in the State of Ohio, Washington County, Marietta Township, Section 12, Town 2, Range 8, and being part of 160 Acre Lot No. 41, more particularly described as follows:

Beginning for reference at a corner stone monument found at the northwest corner of 160 Acre Lot No. 41; thence with the westerly line of said lot S 07-17-02 W a distance of 791.15 feet to a point, said point being the **TRUE PLACE OF BEGINNING** for the easement herein to be described;

- thence S 37-26-22 E a distance of 21.19 feet to a point;
- thence S 14-39-24 E a distance of 67.19 feet to a point;
- thence N 81-42-51 E a distance of 104.09 feet to a point;
- thence S 30-57-50 E a distance of 5.83 feet to a point;
- thence S 02-51-45 W a distance of 20.02 feet to a point;
- thence S 45-00-00 W a distance of 16.97 feet to a point;
- thence S 70-49-16 W a distance of 24.35 feet to a point;
- thence S 76-25-46 W a distance of 29.83 feet to a point;
- thence S 84-38-39 W a distance of 32.14 feet to a point;

thence N 76-28-18 W a distance of 54.33 feet to a point on the westerly line of 160 Acre Lot No. 41;

thence N 07-17-02 E a distance of 110.000 feet to the **TRUE PLACE OF BEGINNING**, containing 0.171 acres, more or less, but subject to all legal highways, easements, and restrictions of record.

Bearings are based on an assumed meridian. All bearings shown are used to denote horizontal angles only.

This right-of-way description prepared by Robert G. Vernon, Professional Surveyor No. 6282, based on field surveys in August, 2006.

  
Robert G. Vernon  
PS 6282



9/12/06  
Date

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EXHIBIT C

Legal Description of the Fenced Portion of Remedy Extending on to Restricted Area

# VERNON

VERNON SURVEYING CO. PROFESSIONAL SURVEYORS

October 16, 2000  
00-4650

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0.0646 Acre  
Fence Description  
David Spindler Property

Situated in the State of Ohio, Washington County, Marietta Township, Section 18, Town 2, Range 8, and being part of 160 Acre Lot No. 42, more particularly described as follows:

Commencing for reference at a stone monument found at the northeast corner of Section 18, Town 2, Range 8; thence with the easterly line of Section 18 S 07-17-02 W a distance of 791.59 feet to the **True Place of Beginning** for the parcel herein to be described; thence leaving the easterly line of Section 18 and following a perimeter fence the following five (5) courses:

S 24-36-41 E a distance of 59.67 feet to a point;  
thence S 15-10-24 W a distance of 49.41 feet to a point;  
thence S 15-09-15 W a distance of 20.30 feet to a point;  
thence S 13-57-25 W a distance of 4.39 feet to a point;  
thence S 79-52-31 W a distance of 22.48 feet to a point;

said point being in the westerly line of Section 12; thence with the westerly line of Section 12 N 07-17-02 E a distance of 130.79 feet to the **True Place of Beginning**, containing 0.0646 acres more or less, but subject to all legal highways, easements, and restrictions of record.

North is based on an assumed meridian and all bearings shown are used to denote horizontal angles only. All iron pins set are 5/8-inch diameter by 34-inch length rebar with a plastic cap stamped "Vernon OH6282-WV550".

This legal description prepared by Robert G. Vernon, Professional Surveyor No. 6282, based on field surveys in August 2000.

200800002580  
SEE FILE: DIANE E. MCCAUSLAND  
ENGINEERING MANAGEMENT INC  
1500 ARDMORE BLVD., SUITE 50  
PITTSBURGH PA 15221

# VERNON

VERNON SURVEYING CO. PROFESSIONAL SURVEYORS

October 16, 2000  
00-4650

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0.0646 Acre  
Fence Description  
David Spindler Property

Situated in the State of Ohio, Washington County, Marietta Township, Section 18, Town 2, Range 8, and being part of 160 Acre Lot No. 42, more particularly described as follows:

Commencing for reference at a stone monument found at the northeast corner of Section 18, Town 2, Range 8; thence with the easterly line of Section 18 S 07-17-02 W a distance of 791.59 feet to the **True Place of Beginning** for the parcel herein to be described; thence leaving the easterly line of Section 18 and following a perimeter fence the following five (5) courses:

S 24-36-41 E a distance of 59.67 feet to a point;  
thence S 15-10-24 W a distance of 49.41 feet to a point;  
thence S 15-09-15 W a distance of 20.30 feet to a point;  
thence S 13-57-25 W a distance of 4.39 feet to a point;  
thence S 79-52-31 W a distance of 22.48 feet to a point;

said point being in the westerly line of Section 12; thence with the westerly line of Section 12 N 07-17-02 E a distance of 130.79 feet to the **True Place of Beginning**, containing 0.0646 acres more or less, but subject to all legal highways, easements, and restrictions of record.

North is based on an assumed meridian and all bearings shown are used to denote horizontal angles only. All iron pins set are 5/8-inch diameter by 34-inch length rebar with a plastic cap stamped "Vernon OH6282-WV550".

This legal description prepared by Robert G. Vernon, Professional Surveyor No. 6282, based on field surveys in August 2000.

200800002580  
SEE FILE: DIANE E. MCCAUSLAND  
ENGINEERING MANAGEMENT INC  
1500 ARDMORE BLVD., SUITE 50  
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