

91 7199 9991 7030 4725 5944

John R. Kasich, Governor
Mary Taylor, Lt. Governor
Craig W. Butfer, Director

FEB 20 2015

Mr. Richard Conrad
Winzeler Stamping Company
129 Wabash Avenue
Montpelier, Ohio 43543

**Re: Winzeler Stamping Plant #1
Covenant
Approvals
Voluntary Action Program
Williams County
386003100**

**Subject: Issuance of Covenant Not To Sue for the Winzeler Stamping Plant #1
Property (14NFA564)**

CERTIFIED MAIL

Dear Mr. Conrad:

FEB 20 2015

I am pleased to inform you that on _____, the Director of the Ohio Environmental Protection Agency ("Director") issued a Covenant Not To Sue ("CNS") to the Winzeler Stamping Company for the Winzeler Stamping Plant #1 property, located at 129 Wabash Avenue, Montpelier, Williams County, Ohio (the "Property"). The CNS was issued as Final Findings and Orders, pursuant to Ohio Revised Code ("ORC") Chapter 3746 and Ohio Administrative Code ("OAC") Chapter 3745-300.

The CNS states that based on the NFA Letter, and subject to all conditions set forth in these Findings and Orders, Ohio EPA covenants not to sue and releases Winzeler Stamping Company and its respective agents, employees, members, shareholders, officers, directors, successors and assigns, and successors and assigns of the Property, from all civil liability to the State of Ohio to perform additional investigational and remedial activities. The covenant not to sue and release of liability applies to the Property that has undergone a Phase I or Phase II property assessment in compliance with ORC Chapter 3746 and OAC Chapter 3745-300, or has been the subject of remedial activities conducted under ORC Chapter 3746 and OAC Chapter 3745-300, to address a release of hazardous substances or petroleum, and the assessment or the remedial activities demonstrate or result in compliance with applicable standards.

Enclosed is a certified copy of the CNS and its exhibits for the recording of the documents in the same manner as a deed for the Property, as instructed by the CNS (see the "Conditions and Limitations" section). The enclosed Affidavit should be

presented to the county recorder's office staff to support the required recording. In addition, the enclosed letter to the county recorder's office should also be presented to the county recorder's office staff to explain the required recording. Remember to submit to Ohio EPA, after the recording, a complete copy of the CNS that shows the filing date stamp of the county recorder's office.

The complete copy of the stamped document should be sent to the attention of Angela Edwards, Records Management Officer, DERR, Ohio EPA Central Office, at the following address:

Ohio EPA – Division of Environmental Response and Revitalization
Voluntary Action Program
50 W. Town St., Suite 700
Columbus, OH 43215

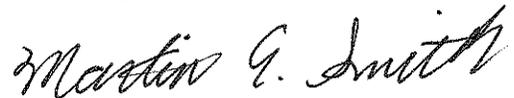
Further, the Environmental Covenant - attached to the CNS as Exhibit 4 - must also be recorded in the same manner as a deed to the Property (see the "Conditions and Limitations" section of the CNS). Please record the Environmental Covenant just prior to and separate from the recording of the CNS and its remaining exhibits in the Property's chain of title. The CNS becomes effective on the date of the recording of the Environmental Covenant. Like the CNS recording, remember to submit to Ohio EPA (at the address listed above) a complete copy of the Environmental Covenant that shows the county recorder's date stamp. For questions on the recording of these documents, please contact Colin Bennett at the Ohio EPA Legal Office at (614) 644-3037.

This action of the Director is final and may be appealed to the Environmental Review Appeals Commission ("Commission") pursuant to ORC 3745.04. The appeal must be in writing and set forth the action complained of and the grounds upon which the appeal is based. The appeal must be filed with the Commission within thirty (30) days after notice of the Director's action. The appeal must be accompanied by a filing fee of \$70.00, made payable to "Treasurer, State of Ohio", which the Commission, in its discretion, may reduce if by affidavit it is demonstrated that payment of the full amount of the fee would cause extreme hardship. Notice of the filing of the appeal shall be filed with the Director within three (3) days after the appeal is filed with the Commission. Ohio EPA requests that a copy of the appeal be served upon the Ohio Attorney General's Office, Environmental Enforcement Section. An appeal may be filed with the Commission at the following address: Environmental Review Appeals Commission, 77 South High Street, 17th Floor, Columbus, Ohio 43215.

Congratulations on the issuance of this CNS. Many persons within the agency, Winzeler Stamping Company and the Mannik Smith Group, among others, worked hard to remove the environmental barriers associated with redeveloping this property. If

you have any questions or concerns, feel free to contact me at (614) 644-2924 or via e-mail at martin.smith@epa.ohio.gov.

Sincerely,

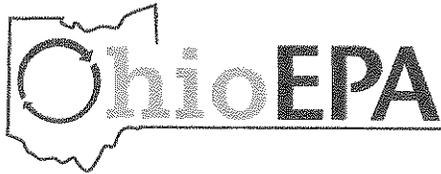
A handwritten signature in black ink that reads "Martin G. Smith". The signature is written in a cursive style with a large initial 'M'.

Martin Smith
Manager, Voluntary Action Program
Division of Environmental Response and Revitalization

Enclosure

cc: Michael Momenee, Certified Professional, Mannik Smith Group
1800 Indian Wood Circle
Maumee, Ohio 43537

ec: Paul Jayko, DERR-NWDO
Colin Bennett, Legal Office
records@epa.ohio.gov



John R. Kasich, Governor
Mary Taylor, Lt. Governor
Craig W. Butler, Director

Deborah S. Nester
Williams County Auditor
One Courthouse Square
Bryan, Ohio 43506

**RE: Winzeler Stamping Plant #1
Covenant
Correspondence
Voluntary Action Program
Williams County
386003100001**

RE: Recording of Covenant Not To Sue; Environmental Covenant

Dear Ms. Nester:

The attached document is a certified copy of a Voluntary Action Program (VAP) covenant not to sue (CNS) issued by the Director of the Ohio Environmental Protection Agency for the property identified in the CNS. The legal description of the property is provided in Exhibit 1.

The CNS was issued pursuant to Ohio Revised Code (ORC) § 3746.12. This certified copy of the CNS and its exhibits are presented to you for the recording of the documents in the same manner as a deed to the property, as instructed by the CNS (see the "Conditions and Limitations" section of CNS), pursuant to ORC §§ 317.08 and 3746.14.

The affidavit attached to the CNS is presented to you to support the required recording. Please refer to the following property owner, Winzeler Stamping Company and parcel numbers: 072-110-63-013.000; 072-110-70-003.000; 072-110-64-001.000; 072-110-79-001.000; 072-110-79-002.000; 072-110-79-024.000; 072-110-79-007.000; 072-110-79-010.000; 072-110-79-011.000; 072-110-80-015.000; 027-110-80-013.000; 072-110-80-014.000; 072-110-64-002.000; and 072-110-79-008.000 when logging the recorded CNS in the County Recorder's Office records.

The environmental covenant attached to the CNS (Exhibit 4) must also be recorded in the same manner as a deed to the property (see the "Conditions and Limitations" section of the CNS) pursuant to ORC §§ 317.08 and 3746.14. Please record the environmental covenant --

just prior to and separate from the recording of the CNS and its remaining exhibits -- in the property's chain of title.

Thank you in advance for your assistance. Should you have any questions in this regard, please contact the Ohio EPA Legal Office at (614) 644-3037.

Sincerely,

A handwritten signature in black ink, appearing to read 'Colin Bennett', with a long horizontal flourish extending to the right.

Colin Bennett, Staff Attorney
Office of Legal Services
(614) 644-3037 or Colin.Bennett@epa.ohio.gov

TO BE RECORDED IN DEED RECORDS,
PURSUANT TO ORC 317.08(A)

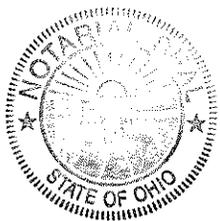
AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF FRANKLIN) ss:

Before me, the subscriber, a Notary Public in and for the State of Ohio, personally appeared Tonya R. Lassiter, who, being duly sworn according to law, deposes and says that: (i) she is employed as a records management officer in the Legal Office of the Ohio Environmental Protection Agency ("Ohio EPA") and, as such, is authorized to sign this Affidavit on behalf of Ohio EPA; and (ii) the attached document is a true and correct copy of the Covenant Not to Sue / Director's Final Findings and Orders issued by the Director, and entered in the Ohio EPA Director's Journal on February 20, 2015, regarding property known as Winzeler Stamping Plant #1, located at 129 West Wabash Avenue in Montpelier, Williams County, Ohio and further described in the attached Covenant Not to Sue.

Tonya Lassiter
Tonya R. Lassiter
Records Management Officer
Ohio EPA Legal Office

Sworn to and subscribed before me, a Notary Public in and for the State of Ohio, this 20th day of February, 2015.



Donald Vanterpool
DONALD L. VANTERPOOL, Attorney at Law, Notary Public
NOTARY PUBLIC, STATE OF OHIO
My Commission has no expiration date.
Section 147.03 R.C. Permanent Commission
No expiration, R.C. 147.03

This instrument prepared by:

Colin Bennett, Attorney
Ohio EPA Legal Office
P.O. Box 1049
Columbus, Ohio 43216-1049

I certify this to be a true and accurate copy of the official documents as filed in the records of the Ohio Environmental Protection Agency.

OHIO E.P.A.

FEB 20 2015

ENTERED DIRECTOR'S JOURNAL

BEFORE THE By Dorothy Lassiter Date: 2-20-15

OHIO ENVIRONMENTAL PROTECTION AGENCY

In the matter of:

Winzeler Stamping Company
129 West Wabash Avenue
Montpelier, Ohio 43543

Covenant Not to Sue

**Director's Final Findings
and Orders**

Regarding property known as:

Winzeler Stamping Plant #1
129 West Wabash Avenue
Montpelier, Ohio 43543

Pursuant to Ohio Revised Code ("ORC") Chapter 3746 and Ohio Administrative Code ("OAC") Chapter 3745-300, the Director of the Ohio Environmental Protection Agency (the "Director") hereby makes the following Findings and issues the following Orders ("Findings and Orders").

FINDINGS

1. A No Further Action Letter, No. 14NFA564 (the "NFA Letter"), was submitted on May 20, 2014 to the Director under the Voluntary Action Program on behalf of the Winzeler Stamping Company (the "Volunteer"), by Michael J. Momenee, a certified professional, No. CP 236, as defined in ORC 3746.01(F) and OAC 3745-300-01(A) (the "Certified Professional").
2. The Certified Professional issued the NFA Letter by his CP affidavit on May 19, 2014. The Certified Professional also submitted to the Director an addendum to the NFA Letter, which was issued under CP affidavit on October 14, 2014. For the purposes of these Findings and Orders, the term "NFA Letter" includes the addendum.
3. The NFA Letter describes the investigational and remedial activities undertaken at the approximately 8.743-acre property, known as Winzeler Stamping Plant #1 located at 129 West Wabash Avenue, Montpelier, Williams County, Ohio (the "Property"). An exact legal description of the Property is attached hereto as Exhibit 1. A Property location map is attached hereto as Exhibit 2. Based on information in the NFA Letter, the Property is owned by the Winzeler Stamping

Company and the parcel numbers are 072-110-63-013.000; 072-110-70-003.000; 072-110-64-001.000; 072-110-79-001.000; 072-110-79-002.000; 072-110-79-024.000; 072-110-79-007.000; 072-110-79-010.000; 072-110-79-011.000; 072-110-80-015.000; 027-110-80-013.000; 072-110-80-014.000; 072-110-002.000; and 072-110-79-008.000.

4. The Certified Professional prepared pursuant to OAC 3745-300-13(J) an Executive Summary of the NFA Letter, which is attached hereto as Exhibit 3.

Summary of the voluntary action for the Property

5. Based upon the information in the NFA Letter, the Volunteer undertook the following investigational and remedial activities regarding the Property:
 - a. A Phase I Property Assessment, in accordance with OAC 3745-300-06, to determine whether there is any reason to believe that a release of hazardous substances or petroleum has or may have occurred on, underlying or is emanating from the Property.
 - b. A Phase II Property Assessment, in accordance with OAC 3745-300-07, including but not limited to investigations of identified areas and affected media at the Property, to assess environmental conditions related to releases of hazardous substances and/or petroleum.
 - c. Activity and use limitations contained in a proposed Environmental Covenant prepared pursuant to ORC 5301.80 to 5301.92, subject to execution by the Director and recording as described in these Findings and Orders.
 - d. Other remedial activities, conducted in accordance with OAC 3745-300-11, including the removal of soil from EU-2; which consisted of IA-3, the former Michaels's Body Shop and IA-9, Hauser's Dry Cleaners. PCE and TCE impacted soil were excavated and disposed as hazardous waste.
 - e. A demonstration that the Property complies with applicable standards based on the remedial activities for the identified chemicals of concern ("COCs") in the identified areas and affected media at the Property through the use of a Property-specific risk assessment in accordance with OAC 3745-300-09.
6. The Certified Professional has verified by affidavit that the voluntary action was conducted and the NFA Letter was issued for the Property in accordance with ORC Chapter 3746 and OAC Chapter 3745-300, that the Property is eligible for

the Voluntary Action Program, and that the voluntary action was conducted in compliance with all applicable federal, state and local laws and regulations.

At the time that analyses were performed, Pace Analytical Laboratories, Inc. and ALS Laboratory Group were certified laboratories, No(s). CL0065 and CL103, respectively, as defined in ORC 3746.01(E) and OAC 3745-300-01(A), whose services were used in support of the NFA Letter (the "Certified Laboratories").

7. The Environmental Covenant will be recorded in the Williams County Recorder's Office as described in the Environmental Covenant and Order No. 2 herein. A copy of the executed Environmental Covenant is attached hereto as Exhibit 4. The Environmental Covenant upon recording will:
 - a. Limit the Property to commercial and industrial land uses;
 - b. Prohibit the extraction or use of groundwater underlying the Property for any potable use; and
 - c. Restrict the occupancy of any building constructed on parcel #072-110-79-008.000 (remedy or demonstration obligation).

Applicable Standards

8. Based on the information contained in the NFA Letter and all conditions set forth in these Findings and Orders, the Property meets applicable standards contained in ORC Chapter 3746 and OAC Chapter 3745-300 for various uses including commercial and industrial land use and restricted ground water use. The applicable standards for the Property are those in effect when the NFA Letter was issued on May 19, 2014. The applicable standards, the methods of achieving compliance with the standards, and the associated points of compliance for the standards for each complete exposure pathway, are identified in the NFA Letter, which contains a summary table entitled "*Applicable Standards and Remedial Activities for Each Exposure Pathway*". The standards include one or more of the following:
 - a. Generic numerical standards determined in accordance with OAC 3745-300-08.
 - b. Property-specific risk assessment standards developed in accordance with OAC 3745-300-09.
 - c. Background standards determined in accordance with ORC 3746.06(A) and OAC 3745-300-07(H).

- d. Standards for residential (potable) use of ground water underlying the Property, applied in accordance with ORC 3746.06(B).
9. Based on the remedies identified in this paragraph, the Property complies with applicable standards. Failure of one or more of the remedial activities may constitute noncompliance with applicable standards. The remedies include:
 - a. The activity and use limitations set forth in the Environmental Covenant attached hereto, which once recorded will limit the Property to commercial or industrial land uses, prohibit the extraction or use of ground water for potable purposes, and restrict building occupancy.
 10. Pursuant to ORC 3746.12(A), the Director of Ohio EPA is authorized to issue a covenant not to sue for the Property through these Findings and Orders. Based on the NFA Letter and subject to all conditions set forth in these Findings and Orders, the remedial activities for the Property are protective of public health and safety and the environment.

ORDERS

Covenant

1. Based on the NFA Letter, and subject to all conditions set forth in these Findings and Orders, Ohio EPA hereby covenants not to sue and releases Winzeler Stamping Company and its respective agents, employees, members, shareholders, officers, directors, successors and assigns, and successors and assigns of the Property, from all civil liability to the State of Ohio (the "State") to perform additional investigational and remedial activities. This covenant not to sue and release of liability ("Covenant") applies to the Property that has undergone a Phase I or Phase II property assessment in compliance with ORC Chapter 3746 and OAC Chapter 3745-300 or has been the subject of remedial activities conducted under ORC Chapter 3746 and OAC Chapter 3745-300 to address a release of hazardous substances or petroleum, and the assessment or the remedial activities demonstrate or result in compliance with applicable standards.

Conditions and Limitations

Effectiveness of the Covenant— Recording of the Environmental Covenant

2. The Covenant provided in Order No. 1 herein shall become effective upon the date the Environmental Covenant is recorded in accordance with this Order. The Environmental Covenant shall be filed as a document separate from the filing required by Order No. 3 herein. Within thirty (30) days after the issuance of these Findings and Orders, Winzeler Stamping Company shall:

- a. File with the Williams County Recorder's Office for recording, in the same manner as a deed to the Property pursuant to ORC 3746.14 and 5301.88, the Environmental Covenant as executed and attached hereto as Exhibit 4. The document for recording may be an executed original or a copy of the same authenticated by Ohio EPA; and
- b. Submit to Ohio EPA a copy of the recorded Environmental Covenant that shows the filing date stamp of the Williams County Recorder's Office or other reliable information that verifies the recording of the document in accordance with this Order. The submission shall include a cover letter that identifies "*Recorded - Environmental Covenant Winzeler Stamping Plant #1 Property, NFA Letter 14NFA564*". The submission shall be delivered either (1) electronically to the DERR Records Management Officer at Ohio EPA's Central Office, at records@epa.ohio.gov or (2) by U.S. mail or by other reliable means to both Ohio EPA's Central Office, 50 West Town Street, P.O. Box 1049, Columbus, OH 43216-1049, Attention: DERR Records Management Officer and Ohio EPA's Northwest District Office, 347 North Dunbridge Road, Bowling Green, Ohio 43402, Attention: DERR Site Coordinator for Winzeler Stamping Plant #1 Property.

Requirement to Record These Findings and Orders / Covenant Not to Sue

3. Within thirty (30) days after the issuance of these Findings and Orders, Winzeler Stamping Company shall:
 - a. File with the Williams County Recorder's Office, for recording in the same manner as a deed to the Property pursuant to ORC 3746.14, a copy of these Findings and Orders, including Exhibits 1 (Legal Description), 2 (Property Location Map), and 3 (Executive Summary).
 - b. Submit to Ohio EPA a copy of the Findings and Orders that shows the filing date stamp of the Williams County Recorder's Office or other reliable information that verifies the recording of the Findings and Orders in accordance with this Order. The submission shall include a cover letter that identifies "*Recorded - Covenant Not to Sue for NFA Letter No. 14NFA564*". The submission shall be delivered either (1) electronically to the DERR Records Management Officer at Ohio EPA's Central Office, at records@epa.ohio.gov or (2) by U.S. mail or by other reliable means to both Ohio EPA's Central Office, 50 West Town Street, P.O. Box 1049, Columbus, OH 43216-1049, Attention: DERR Records Management Officer, and Ohio EPA's Northwest District Office, 347 North Dunbridge Road, Bowling Green, Ohio 43402, Attention: DERR Site Coordinator for Winzeler Stamping Company #1 Property.

Limits of Covenant

4. Pursuant to ORC 3746.12(B)(1), the Covenant shall remain in effect for as long as the Property continues to comply with the applicable standards upon which the Covenant is based, as referenced in these Findings and Orders. Upon a finding pursuant to ORC 3746.12(B)(2) that the Property or portion thereof no longer complies with applicable standards upon which issuance of the Covenant was based and receipt of the Director's notice of that fact and the requirements of ORC 3746.12(B)(3), the person(s) responsible for maintaining compliance with those standards shall receive an "opportunity to cure" the noncompliance. ORC 3746.12(B)(4) provides for revocation of the Covenant upon a Director's finding that the noncompliance has not been cured.
5. Pursuant to ORC 3746.05, any use of the Property that does not comply with the institutional controls identified herein (i.e., the activity and use limitations contained in the Environmental Covenant), voids the Covenant on and after the date of the commencement of the noncomplying use.
6. The Covenant shall not apply to releases of hazardous substances or petroleum that occur after the issuance of the NFA Letter.
7. The Covenant shall not apply:
 - a. To claims for natural resource damages the State may have pursuant to Sections 107 or 113 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9607 and 9613, as amended.
 - b. To claims the State may have pursuant to Section 107 of CERCLA, 42 U.S.C. 9607, as amended, for costs other than those for damages to natural resources, provided that the State incurs those other costs as a result of an action by the United States Environmental Protection Agency.
 - c. As otherwise specifically provided in ORC Chapter 3746, including but not limited to obligations arising under other applicable laws and hazardous waste generator closure obligations for the accumulation areas at the Property under the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., as amended, or ORC Chapter 3734, or the regulations adopted thereunder.
8. Nothing in the Covenant limits the authority of the Director to act under ORC 3734.13 and 3734.20 to 3734.23, or to request that a civil action be brought pursuant to the ORC or common law of the State to recover the costs incurred by Ohio EPA for investigating or remediating a release or threatened release of hazardous substances or petroleum at or from the Property, when the Director

determines that the release or threatened release poses an imminent and substantial threat to public health or safety or the environment.

9. Nothing in the Covenant shall be construed to limit or waive the Director's authority to revoke the Covenant in response to any of the circumstances for revocation of a covenant, as provided in ORC Chapter 3746 and OAC Chapter 3745-300.

Ohio EPA Access to Property

10. Pursuant to ORC 3746.21 or 3746.171 and the Environmental Covenant, and at reasonable times, upon proper identification, and stating the necessity and purpose as directed by applicable law, authorized representatives of the Director shall be granted access to the Property for the inspection or investigation purposes authorized under applicable law, including but not limited to determining whether the Property is being used in compliance with the activity and use limitations contained in the Environmental Covenant.

Transfer

11. Pursuant to ORC 3746.14 and OAC 3745-300-13(L), the NFA Letter and the Covenant Not to Sue/Findings and Orders may be transferred to any person by assignment or in conjunction with the acquisition of title to the Property.

IT IS SO ORDERED:



Craig W. Butler, Director
Ohio Environmental Protection Agency

FEB 20 2015

Date

Exhibit 1
Legal Description

PARCEL DESCRIPTION

Winzeler Stamping Co.

Wabash Avenue Site

Being a parcel of land situated in the Northwest quarter of, Section 11, Town 7 North, Range 2 East, Superior Township, Village of Montpelier, Williams County, Ohio and being parts or all of Lots 25-30 of Kent & Bordner's Addition, Lots 9, 10 & 19-46 of Boone & Slaybaugh's Addition, Lots 9-13 of Rockenfelder's Addition, Lots 1-2 of Boone, Tressler and Chamberlain's Addition and Lot 7 of Stewart's Third Addition. Being more specifically described as follows:

Commencing at a Mag nail found monumenting the intersection of the centerline of Wabash Avenue and the centerline of Platt Street in said Village of Montpelier;

Thence North 88 degrees 51 minutes 37 seconds West a distance of 88.88 feet, along said centerline of Wabash Avenue to the TRUE POINT OF BEGINNING;

Thence North 88 degrees 51 minutes 37 seconds West a distance of 158.42 feet, continuing along said centerline of Wabash Avenue to a point;

Thence South 01 degrees 17 minutes 23 seconds West a distance of 125.00 feet to a point on the south line of said Boone & Slaybaugh's Addition;

Thence North 88 degrees 51 minutes 37 seconds West a distance of 102.22 feet, along said south line of Boone & Slaybaugh's Addition and the north line of Stewart's Third Addition to the northwesterly corner of Lot 17 of said Stewart's Third Addition;

Thence North 01 degrees 17 minutes 23 seconds East a distance of 29.00 feet, along the easterly line of a 14 foot wide alley on the east side of Boone, Tressler and Chamberlain's Addition, to a point on the extension of the southerly line of Lot 1 of said Boone, Tressler and Chamberlain's Addition;

Thence North 88 degrees 51 minutes 37 seconds West a distance of 146.00 feet, along said southerly line of Lot 1 of Boone, Tressler and Chamberlain's Addition, to the southwestly corner of said Lot 1;

Thence North 01 degrees 17 minutes 23 seconds East a distance of 96.00 feet, along the westerly line of said Lot 1 and its northerly extension, to a point on the centerline of Wabash Street;

Thence North 88 degrees 51 minutes 37 seconds West a distance of 7.77 feet, along said centerline of Wabash Avenue to a point on the southerly extension of the westerly line of Lot 25 of Kent & Bordner's Addition;

Thence North 01 degrees 17 minutes 26 seconds East a distance of 763.27 feet, along the westerly line of Lots 25 thru 30 of said Kent & Bordner's Addition and the northerly extension of said line, to a point on the southerly right of way line of the Norfolk Southern Railway;

Thence North 79 degrees 47 minutes 28 seconds East a distance of 419.26 feet, along said southerly right of way line to a point on the westerly right of way line of Platt Street;

Thence along said westerly right of way line of Platt Street the following 8 courses;

- 1) South 01 degrees 17 minutes 22 seconds West a distance of 80.83 feet to a point;
 - 2) South 78 degrees 33 minutes 56 seconds West a distance of 62.50 feet to a point;
 - 3) North 88 degrees 51 minutes 27 seconds West a distance of 11.50 feet to a point;
 - 4) South 01 degrees 17 minutes 22 seconds West a distance of 216.00 feet to a point;
 - 5) South 14 degrees 45 minutes 27 seconds East a distance of 251.71 feet to a point;
 - 6) South 14 degrees 45 minutes 01 seconds East a distance of 91.56 feet to a point;
 - 7) South 18 degrees 34 minutes 33 seconds East a distance of 50.03 feet to a point;
 - 8) South 07 degrees 14 minutes 28 seconds East a distance of 28.39 feet, to a point on the westerly extension of the northerly line of Lots 9 thru 13 of Rockenfelder's Addition;
- Thence South 88 degrees 51 minutes 37 seconds East a distance of 344.67 feet, along said westerly extension and the northerly line of said Lots 9 thru 13, to the northeasterly corner of said Lot 13 on the westerly right of way line of Pleasant Street;
- Thence South 01 degrees 17 minutes 23 seconds West a distance of 255.00 feet, along said westerly right of way line of Pleasant Street being the easterly line of said Lot 13 and the easterly line of Lots 9 and 10 of said Boone & Slaybaugh's Addition, to the southeasterly corner of said Lot 10 of Boone & Slaybaugh's Addition;
- Thence North 88 degrees 51 minutes 37 seconds West a distance of 325.88 feet, along the southerly line of Lots 10 and 20 of said Boone & Slaybaugh's Addition and said line extended westerly, to the northeasterly corner of Lot 7 of Stewarts Third Addition on the westerly right of way line of Platt Street;
- Thence South 01 degrees 08 minutes 23 seconds West a distance of 45.45 feet, along said westerly right of way line and easterly line of Lot 7, to the southeasterly corner of said Lot 7;
- Thence North 88 degrees 51 minutes 37 seconds West a distance of 120.42 feet, along the southerly line of said Lot 7 to the southwest corner of said Lot 7;
- Thence North 00 degrees 57 minutes 53 seconds East a distance of 45.45 feet, along the westerly line of said Lot 7 to the northwesterly corner of said Lot 7;
- Thence South 88 degrees 51 minutes 37 seconds East a distance of 61.68 feet, along the northerly line of said Lot 7 also being the southerly line of Lot 30 of Boone & Slaybaugh's Addition, to the southwest corner of the east 60.00 feet of said Lot 30 of Boone & Slaybaugh's Addition;
- Thence North 01 degrees 17 minutes 23 seconds East a distance of 125.00 feet, along the westerly line of the east 60.00 feet of said Lot 30 to the TRUE POINT OF BEGINNING.
- Excepting therefrom that part contained within the right of way of Platt Street, the right of way of Wabash Avenue, the alley lying between Lots 10 and 20 of Boone & Slaybaugh's Addition and the alley lying east of Lot 1 of Boone, Tressler and Chamberlain's Addition.
- Containing after exceptions 8.743 acres more or less, and subject to all legal highways, easements and restrictions of record.

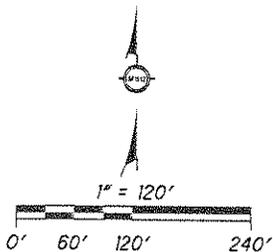
BOUNDARY SURVEY

OF ALL OR PARTS OF

LOTS 25-30, KENT & BORDNER'S ADDITION, LOTS 9, 10 & 19-46, BOONE & SLAYBAUGH'S ADDITION,
 LOTS 9-13, ROCKENFELDER'S ADDITION, LOTS 1-2, BOONE, TRESSLER AND CHAMBERLAIN'S ADDITION,
 LOT 7, STEWART'S THIRD ADDITION, AND PART OF THE NW 1/4, SEC. 11, T7N, R2E, SUPERIOR TOWNSHIP,
 VILLAGE OF MONTEPELIER, WILLIAMS COUNTY, OHIO

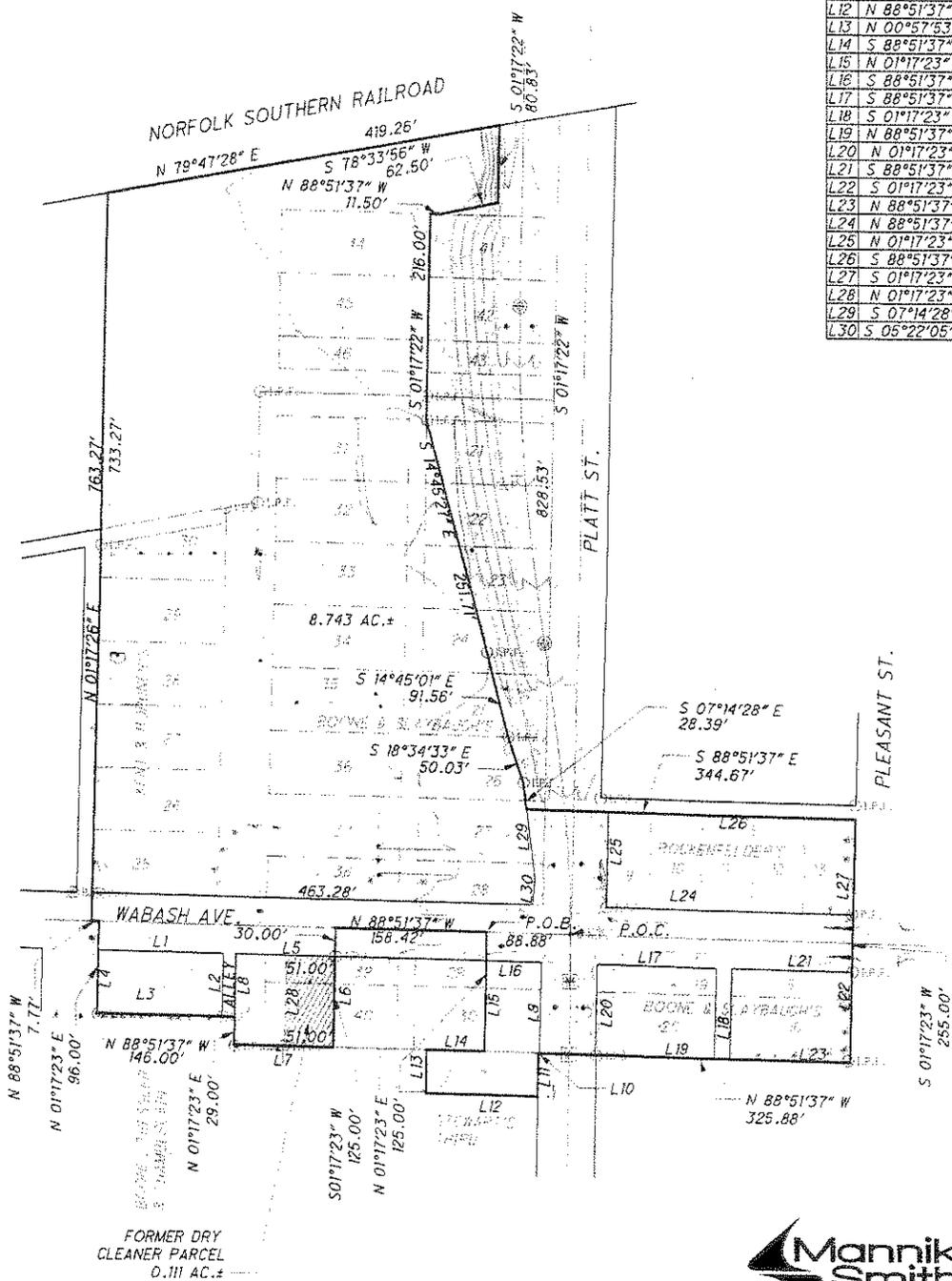
FOR

WINZELER STAMPING CO.



BEARINGS BASED ON OHIO
 STATE PLANE COORDINATE
 SYSTEM NORTH ZONE, (3401).

L1	S 88°51'37" E	132.00'
L2	S 01°17'23" W	66.00'
L3	N 88°51'37" W	132.00'
L4	N 01°17'23" E	66.00'
L5	S 88°51'37" E	102.22'
L6	S 01°17'23" W	95.00'
L7	N 88°51'37" W	102.22'
L8	N 01°17'23" E	95.00'
L9	S 01°17'23" W	95.00'
L10	N 88°51'37" W	1.12'
L11	S 01°08'23" W	45.45'
L12	N 88°51'37" W	120.42'
L13	N 00°57'53" E	45.45'
L14	S 88°51'37" E	61.68'
L15	N 01°17'23" E	95.00'
L16	S 88°51'37" E	60.00'
L17	S 88°51'37" E	126.50'
L18	S 01°17'23" W	95.00'
L19	N 88°51'37" W	125.50'
L20	N 01°17'23" E	95.00'
L21	S 88°51'37" E	125.50'
L22	S 01°17'23" W	95.00'
L23	N 88°51'37" W	125.50'
L24	N 88°51'37" W	258.88'
L25	N 01°17'23" E	100.00'
L26	S 88°51'37" E	258.88'
L27	S 01°17'23" W	100.00'
L28	N 01°17'23" E	95.00'
L29	S 07°14'28" E	101.13'
L30	S 05°22'05" W	28.11'



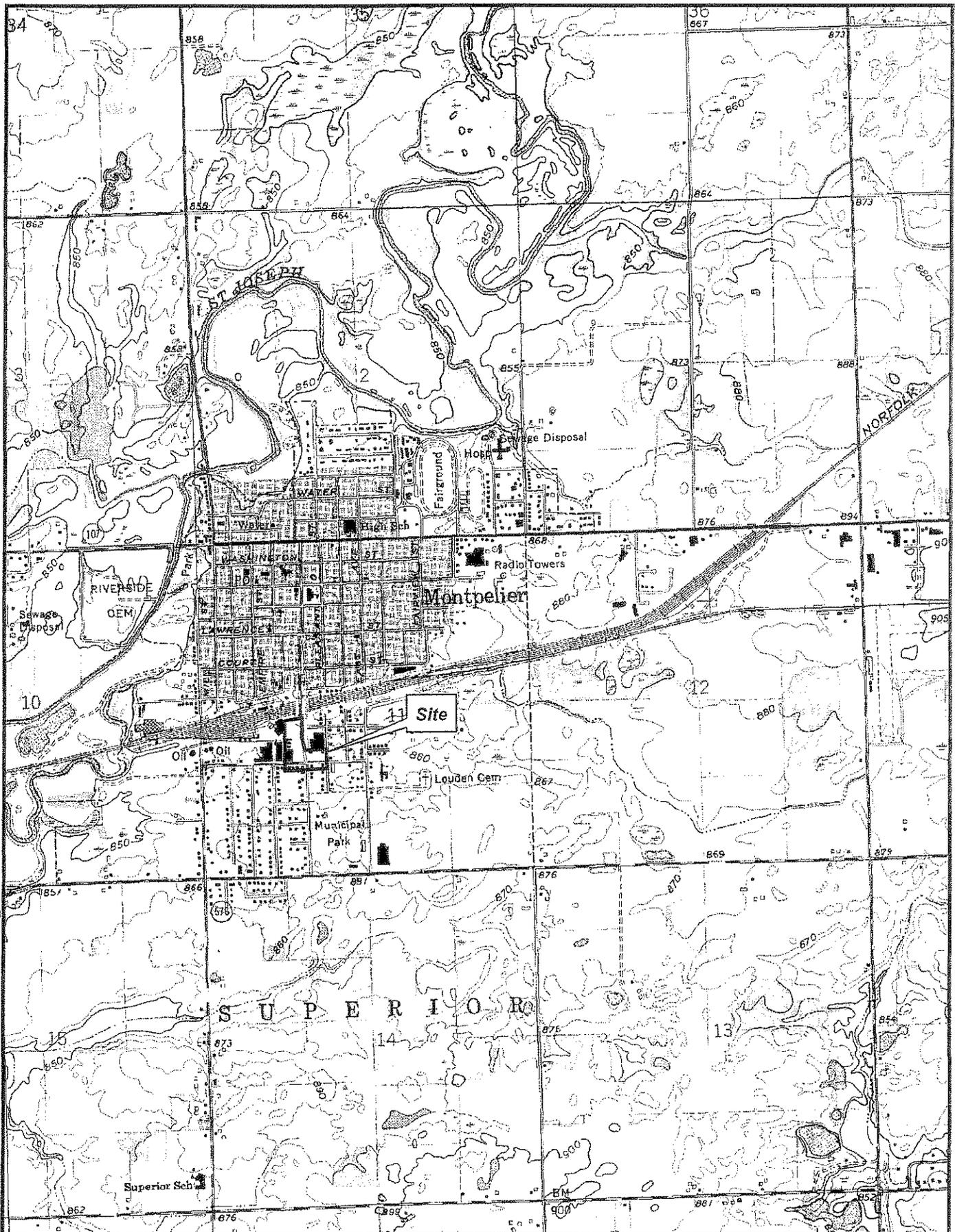
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**Mannik
Smith
GROUP**

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 MAJMEE, OHIO 43537
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Exhibit 2
Property Location Map



The Mannik & Smith Group, Inc.
 1800 Indian Wood Circle
 Maumee, Ohio 43537
 Civil Engineering, Surveying and Environmental Consulting
 MAUMEE ♦ CLEVELAND ♦ MONROE ♦ CANTON

(419) 891-2222
 Fax: (419) 891-1595

Figure 1: Site Location Map
Winzeler Stamping Plant #1
129 W. Wabash Avenue
Montpelier, Ohio

Notes
 USGS Quadrangle, 7.5" Series Topographic
 Montpelier, Williams Co., OH 1971

0 1,000 2,000 Feet

Exhibit 3
Executive Summary

SECTION B: EXECUTIVE SUMMARY OF NO FURTHER ACTION LETTER

EXECUTIVE SUMMARY OF NO FURTHER ACTION LETTER

This No Further Action Letter (NFA) is for:

The Winzeler Stamping Co. Plant #1, 129 W. Wabash Ave Street, Montpelier, Williams Co. Ohio

Volunteer: Winzeler Stamping Co; 129 W. Wabash Ave, Montpelier, Ohio 43543

Property Owner: Winzeler Stamping Co.

Issued by: Michael J. Momenee, CP No. 236; (419) 891-2222

This executive summary has been completed to meet the requirements of Ohio Administrative Code (OAC) Rule 3745-300-13(I) and OAC Rule 3745-300-13(K) which serves as the recording summary of the NFA letter. Copies of the no further action (NFA) letter may be obtained by contacting the Ohio EPA – Division of Environmental Response and Revitalization, Central Office Records Management Officer. A legal description of the subject property has been included as an attachment to the NFA letter.

Section 1.0 – PROPERTY HISTORY

The Property comprises approximately 8.743 acres and includes several permanent parcels that the Winzeler Stamping Company (Winzeler) has acquired over time. The parcels are all adjacent separated only by public rights-of-way. Manufacturing activities occur on the portion of the Property located west of Platt Street and North of Wabash Ave. Undeveloped land, which formerly was part of a railroad roundhouse, lies to the north of Plant #1. Parcels located to the south across Wabash Ave. are used for employee parking and formerly housed a dry cleaning plant and a car body shop. Additional parcels to the east across Platt Street were variously used for residential purposes, car repair, or were vacant. Winzeler operations at Plant #1 include stamping and heat treating metal parts.

Winzeler began manufacturing at the Plant in 1927. Over time, Winzeler acquired additional property for expansion including a some former railroad property, a former filling station, a former dry cleaning plant, a former body shop, a former car repair facility and residential parcels. Prior to the listed uses, the Property was residential/agricultural.

Section 2.0 – TIMELINE

VAP Phase I property assessment completed: April 1, 2014

VAP Phase II property assessment completed: March 18, 2013, revised April 4, 2014

NFA letter issued: May 13, 2014

Section 3.0 – NFA LETTER

Section 3.1 – Phase I Property Assessment

The approximately 8.743-acre property is located in Montpelier, Williams County, Ohio.

The Phase I Environmental Property Assessment (PA) was completed in conformance with the Ohio VAP Phase I PA standards promulgated under OAC Rule 3745-300-06. The goal of the process established by this standard is to document Identified Areas (IAs) and/or Off-site Source(s) or Source Area(s) of potential

environmental contamination in connection with the Property.

Based upon observations made during several site visits and interviews with plant personnel, it is unlikely that current manufacturing practices have resulted in releases to environmental media. However, since the Property has been used for manufacturing since 1927, releases from former industrial activities on the Property could have occurred. In addition, portions of the Property acquired over time were reportedly used for purposes that included the use of petroleum and hazardous substances.

Information evaluated in this report has documented nine IAs on the Property (Plant #1) owned by Winzeler and one IA adjacent off the Property. These include:

- **IA-1: Former Railroad Roundhouse** – Low levels of polynuclear aromatic hydrocarbons (PAHs) and metals were found in soil and groundwater samples collected in this area in a Bowser-Morner report dated August 3, 1995;
- **IA-2: Former filling station on the northwest corner of Wabash and Platt Streets** – A filling station was identified on Sanborn fire insurance maps at the northwest corner of Wabash and Platt Streets on the Property. A Ground Penetrating Radar (GPR) study was conducted but no evidence of underground storage tanks (USTs) was identified; thereby suggesting that they were removed at some time in the past. There is no documentation in public agency files regarding this former filling station;
- **IA-3: Former Michael's Body Shop** – Michael's Body Shop was formerly located on the parcel addressed at 146 E. Wabash, on the south side of the street. Historical Sanborn maps identified the former existence of an UST at this location. GPR studies previously completed by Bowser-Morner did not find evidence of a possible UST; thereby suggesting that the UST was removed at some time in the past.
- **IA-4: Former Car Repair Facility** – A former car repair facility was located on the southwest corner of Wabash Avenue and Platt Street. Historical Sanborn maps identified the former existence of USTs at this property. No geophysical studies have been conducted at this site and no information related to these USTs exists in public files. Therefore, the status of these former USTs is undetermined.
- **IA-5: The Oil Collection Sump** – Located on the northwestern side of the building. Ohio EPA records indicate that a malfunctioning pump caused an overflow of oil from the collection sump to soil surrounding the scrap metal pad. A clean-up of this release was reportedly completed to the satisfaction of the Ohio EPA.
- **IA-6: Transformer on northeast side of building** - Although there is no evidence of staining and the current transformer is not PCB containing, there exists the potential that PCB containing oil could have been spilled in this area in the past.
- **IA-7: The Former Plating Area** - Historical Sanborn maps (Appendix H) show that a small plating line had been located in the northeastern corner of the original building. This plating line has not been operational for more than a decade. Since the plant expanded eastward, the former location of this plating line is equivalent to the north central portion of the current plant building.
- **IA-8: The Stamping Plant Drainage system and sumps** - The Winzeler Stamping Plant has been in operation at this site since 1927. After 86 years of nearly continuous industrial operation at this site, there is potential for some impact to environmental media beneath the plant. Oil staining has been noted on the floor in the production area and in the oil storage room. Oil could have migrated to drains and sumps. The integrity of these drains and sumps is unknown.
- **IA-9: Hauser's Dry Cleaners** – Hauser's Dry Cleaners was formerly located on the south side of Wabash Avenue, immediately south of the plant. Winzeler previously leased this property for use as a parking lot, but took title to the property on December 17, 2013.

And on adjacent Property:

- **IA-10: WC Heller Varnishing Room** – The adjacent westerly property has been used for manufacturing wood office furniture since the early 1900s. Historical Sanborn maps show the location

of the varnish room adjacent to the Winzeler property approximately opposite the loading dock on the west side of the Property building. The potential use and release of solvents associated with the former varnishing operation has the potential to have impacted the Winzeler Property.

Based on the findings of the Phase I PA, the CP concluded that a Phase II PA should be conducted at this Property.

Section 3.2 – Proposed Land Use

Winzeler Stamping Company Plant #1 is currently used for the manufacture of stamped metal goods including couplings, ferrules, and fittings for variety of fluid handling applications. A large variety of stamped products made of brass, aluminum, and steel are manufactured at this facility. It is the intention of Winzeler to continue to use this property for the manufacture of stamped metal goods.

Section 3.3 – Phase II Property Assessment

During the evaluation of data from the Phase II PA, IA-6, IA-7, and IA-8 were evaluated as EU-1, because minimal impact to soil was detected and these IAs are all related to the historical operation of Plant #1. Also, IA-3 and IA-9 were evaluated as EU-2 because of their proximity and small areal extent.

Soil: The soils at the Property were developed on the ground moraine in the St. Joseph River Valley. The till at this site is thick, exceeding 200 feet (ODNR, 2004). In the Montpelier area, there are lenses of sand and gravel embedded within the fine-grained till within the upper 50 feet.

Low levels of metals, VOCs and SVOCs were detected in soil samples across the Property. Detections at most locations were below the applicable GNS for the Commercial / Industrial Receptor and all soil samples at all locations were below GNS for the Construction / Excavation Receptors. PCBs were not detected in the soil near the exterior transformer area.

Pathway: Direct Contact for the Commercial / Industrial worker

Point of Compliance: 0-2 feet below ground surface

Result: VOCs, SVOCs, and metals below GNS at EU-1, IA-1, IA-2, IA-4, IA-5, IA-10.

Tetrachloroethene (PCE) exceeded the GNS in EU-2. Additional sampling was done to better define the area of soil impacted by PCE. The decision was made to complete a soil removal action which was completed on February 4, 2014. One confirmation sample exhibited concentrations of PCE above GNS, however, the 95%UCL of data (including the PCE sample above GNS) was below GNS for the Commercial/Industrial Worker.

Pathway: Direct Contact for the Excavation / Construction worker

Point of Compliance: 0-10 feet below ground surface

Result: VOCs, SVOCs, and metals below GNS

Pathway: Volatilization to indoor air for Commercial / Industrial Worker

Point of Compliance: All soil

Result: Below volatilization standards at EU-1, IA-2, IA-4, IA-5, IA-10.

Remaining soil impacted by PCE and trichloroethene (TCE) are above volatilization standards in EU-2. An Environmental Covenant (EC) will be used to eliminate the vapor intrusion pathway in this area.

One sample (0-2 feet) exceeded the volatilization to indoor air standard for PCE (detected just

slightly above the PQL). This sample represents a small area and PCE (and other chlorinated VOCs) was non-detect in all other soil samples. Volatilization to indoor air is not considered a significant pathway for IA-1.

Pathway: Leaching to Groundwater

Point of Compliance: All soil

Result: Leaching to groundwater standards were exceeded as follows:

- Arsenic in soil exceeded Ohio EPA leach based values for soil in EU-1, but arsenic concentrations were within the range of natural variability. Arsenic did not exceed UPUS in groundwater.
- PCE and TCE in soil exceeded Ohio EPA leach based values. PCE and TCE were not detected in groundwater.
- One or more soil samples exceeded Ohio EPA leach based values for antimony or arsenic in IA-1. The 95%UCL for antimony was below the leach based value. Most arsenic values were within the range of natural variability. Arsenic was not detected above UPUS in groundwater in IA-1. In addition, TCLP studies previously completed by Bowser-Morner suggested that metals had a low probability of leaching to groundwater.

Analytical data demonstrates that down-gradient groundwater at the Property meets UPUS and POGWMUPUS has been demonstrated for underlying groundwater (Section 8.2 of the Phase II Property Assessment). Therefore the leaching to groundwater pathway is demonstrated to be incomplete.

Groundwater: There are two groundwater bearing zones at the property. The first is comprised of discontinuous sand lenses within a stiff clayey glacial till which are encountered between 8 and 15 feet in depth. The second is an extensive sand and gravel aquifer encountered between 50 and 70 feet below ground surface.

Groundwater in the shallow zone(s) was confirmed to be impacted by arsenic in MW-116 (EU-2). This well is located upgradient with respect to the remainder of the Property. Elsewhere on the Property, groundwater samples from permanent monitoring wells met UPUS.

Groundwater was not encountered in borings advanced below 15 feet in depth at the Property and the discontinuous sand lenses that comprise the upper water-bearing zone become less frequent with depth. There are more than 30 feet of clayey till between the deepest saturated sand lens and the extensive regional sand and gravel aquifer. The sand and gravel aquifer is much more permeable than the upper saturated zones, capable of yielding as much as 500 gallons per minute. The following provide support that impacted soil and groundwater in the shallow till zone will not migrate to the underlying regional sand and gravel aquifer:

- Concentrations of Chemicals of Concern (COCs) in soil are generally below leach based standards. If the allowed factor of 20 for mixing was applied, all soil concentrations would be protective of the lower sand and gravel aquifer;
- Concentrations of COCs in all but one monitoring well completed in the discontinuous sand lenses are below UPUS; and
- There is more than 30 feet of low permeability clayey till between impacted soil and groundwater and the regional sand and gravel aquifer; and

A groundwater use restriction is being placed on the Property to eliminate the use of groundwater for non-potable purposes.

Pathways: Non-potable Use on Property. There is no current well on the property. An EC will

prohibit groundwater use in the future.

Point of Compliance: none.

Result: COCs not detected in groundwater collected from the well.

Pathways: Potable Use – Off-Property Resident

Point of Compliance: Property Boundary – shallow saturated zone

Result: Groundwater at downgradient locations on-Property meets UPUS.

Pathways: Potable Use – Off-Property Resident

Point of Compliance: Property Boundary – regional sand and gravel aquifer

Result: POGWMPUS has been demonstrated for the regional sand and gravel aquifer.

Pathways: VOCs in groundwater emanating to surface water

Point of Compliance: none -- There is no on-Property or adjacent surface water

Result: Incomplete pathway.

Surface Water and Sediments: There is no on-Property or adjacent surface water. There are no pathways associated with surface water or sediments.

Indoor Air: Vapor intrusion to indoor air from VOCs in soil and in groundwater was assessed through use of the Johnson & Ettinger (J&E) indoor air model. No indoor air impacts were identified for soils or groundwater on the Property.

Pathways: Vapor Intrusion – Commercial / Industrial Receptor -- Soil and Groundwater to Indoor Air

Point of Compliance: Indoor air (current and future)

Result: Volatiles were reported below volatilization standards (or the pathway was deemed insignificant) at all on-Property locations except EU-2. PCE and TCE were above calculated volatilization standards.

Section 3.4 – Ecological receptors

There are no important ecological resources on or adjacent to the property.

Section 3.5 – Chemicals of Concern (COCs)

The following COCs were evaluated at the Property:

VOCs (soil and groundwater) by Method 8260A.

SVOCs (soil and groundwater) by Method 8270C.

PAHs, (soil and groundwater) by 8270B, and 8270C.

PCBs (soil) by Method 8082.

metals (soil and groundwater) 6020, 7060A, 7471A.

TPH (soil and groundwater) by Method 8015

Section 3.6 – Property Specific Risk Assessment (PSRA)

A property specific risk assessment (PSRA) was conducted for this Property to develop Property specific applicable standards for pathways for which a generic standards do not exist (e.g., volatilization of chemicals in indoor air and leaching to groundwater). The risk goals for indoor air exposures were not exceeded for the volatilization pathway from soil or groundwater. Results of the Risk Assessment are best summarized by the following table:

| Pathway | Receptor | Standards | POC | Comments |
|--|----------------------------------|--|--|---|
| Direct Contact | Commercial / Industrial Worker | VAP GNS | 0-2 feet | GNS were met at all locations except at EU-2 at Plant #1 |
| Direct Contact | Excavation / Construction Worker | VAP GNS | 0-10 feet | GNS were met at all locations |
| Potable Water Use | Off-site resident | VAP UPUS | off-site saturated zone, lower aquifer | Meets UPUS: EC required to prohibit potable use of groundwater on-Property. |
| Groundwater volatilizing to Indoor Air | Industrial receptor | US EPA J & E Model | saturated zone | Groundwater meets standards |
| Soil volatilizing to Indoor Air | Industrial receptor | US EPA J & E Model | all soil | Soils meet standards except PCE and TCE at EU-2 |
| Leaching to Groundwater | 1st saturated zone | Ohio EPA derived leach based standards where available. Or, used Partition Model, BUSTR Spreadsheets | all soils considered for leaching to first groundwater | Mixing zone was assumed to be 1-foot thick and no degradation assumed. |
| All soil pathways | All receptors | Upper 95% Prediction limits calculated using ProUCL for background standards for arsenic and mercury | POC soils | Background samples were collected at the northeast corner of Platt and Wabash Streets, Montpelier in an area that had never been developed for residential, commercial, or industrial purposes. |

Section 4.0 – CERTIFIED LABORATORIES

Pace Analytical Services CL0065
ALS Environmental Laboratory Group CL103

Section 5.0 – REMEDIAL ACTIVITIES

A soil removal action was conducted in EU-2. PCE and TCE impacted soil were excavated and disposed as hazardous waste. Environmental Covenants are being used to achieve compliance with applicable standards.

Section 6.0 – OPERATIONS AND MAINTENANCE / ENGINEERING CONTROLS / RISK MITIGATION PLANS

Operations and Maintenance Plans, Engineering Controls, and Risk Mitigation Plans are not necessary to

ensure compliance with applicable standards on the Property.

Section 7.0 – INSTITUTIONAL CONTROLS

An environmental covenant limiting the property to a commercial and/or industrial land use and a prohibition against potable groundwater use is to be recorded for the Property. In addition, an environmental covenant prohibiting the construction of a habitable building will be recorded for a portion of EU-2.

Section 8.0 – DETERMINATION AND COMPLIANCE WITH APPLICABLE STANDARDS

The Property is in compliance with VAP applicable standards for commercial/industrial land use upon the implementation of activity and use limitations (AULs).

END OF SECTION B

Exhibit 4
Environmental Covenant

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by the Winzeler Stamping Company 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 described in section 2 herein ("the Property") to the activity and use limitations set forth herein.

WHEREAS, the Winzeler Stamping Company has undertaken a voluntary action with respect to the Property under Ohio's Voluntary Action Program ("VAP"), pursuant to ORC Chapter 3746 and Ohio Administrative Code ("OAC") Chapter 3745-300.

WHEREAS, the Property is owned by the Winzeler Stamping Company.

WHEREAS, the voluntary action remedy for the Property includes the activity and use limitations set forth in this Environmental Covenant. Certified Professional ("CP") Michael J. Momenee, CP#236, issued a no further action letter ("NFA Letter") for the Property on May 19, 2014 and submitted the NFA Letter to Ohio EPA ("No. 14NFA564") with a request for a covenant not to sue.

WHEREAS, the activity and use limitations support the issuance of the NFA Letter and a covenant not to sue for the Property; the limitations protect against exposure to the hazardous substances and petroleum in soil and ground water on or underlying the Property.

WHEREAS, the NFA Letter's executive summary contains an overview of the voluntary action. The executive summary may be reviewed as an exhibit to the covenant not to sue issued for the Property, recorded in the deed records for the Property in the Williams County Recorder's Office. The covenant not to sue, and the NFA Letter (No. 14NFA564), may also be reviewed by contacting the Records Management Officer for the Division of Environmental Response and Revitalization, at Ohio EPA's Central Office, 50 West Town Street, Columbus, OH 43216, 614-644-2924, or at Ohio EPA's Northwest District Office at 347 N. Dunbridge Road, Bowling Green, OH 43402, 419-352-8461, or by contacting The

Mannik & Smith Group, Inc., at 1800 Indian Wood Circle, Maumee, OH 43537, 419-891-2222.

Now therefore, the Winzeler Stamping Company and Ohio EPA agree to the following:

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

2. Property. This Environmental Covenant concerns an approximately 8.743-acre tract of real property [Parcels currently numbered: 072-110-63-013.000, 072-110-70-003.000, 072-110-64-001.000, 072-110-79-001.000, 072-110-79-002.000, 072-110-79-024.000, 072-110-79-007.000, 072-110-79-010.000, 072-110-79-011.000, 072-110-80-013.000, 072-110-80-014.000, 072-110-80-015.000, 072-110-64-002.000, 072-110-79-008.000], located at 129 Wabash Avenue, Montpelier, in Williams County, Ohio, and more particularly described in *Attachment A* attached hereto and incorporated by reference herein ("Property").

3. Owner. This Property is owned by the Winzeler Stamping Company ("Owner"), with place of business located at 129 Wabash Avenue, Montpelier, OH 43543.

4. Holder. Pursuant to ORC § 5301.81, the holder of this Environmental Covenant ("Holder") is the Owner listed above.

5. Activity and Use Limitations. As part of the voluntary action remedy described in the NFA Letter, Owner hereby imposes and agrees to comply with the following activity and use limitations:

Limitation for Commercial and/or Industrial Land Use: The Property is hereby limited to commercial and/or industrial land uses only, as defined in OAC Rules 3745-300-08(C)(2)(c)(ii) and (iii) (effective March 1, 2009).

OAC Rule 3745-300-08(C)(2)(c)(ii) defines commercial land use as: land use with potential exposure of adult workers during a business day and potential exposures of adults and children who are customers, patrons or visitors to commercial facilities during the business day. Commercial land use has potential exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil and ingestion of soil. Examples of commercial land uses include, but are not limited to warehouses; retail gasoline stations; retail establishments; professional offices; hospitals and clinics; religious institutions; hotels; motels; and parking facilities.

OAC Rule 3745-300-08(C)(2)(c)(iii) defines industrial land use as: land use with potential exposure of adult workers during a business day and potential exposures of adults and children who are visitors to industrial facilities during the business day. Industrial land use has potential exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil and ingestion of soil. Examples of industrial land uses include, but are not limited to: lumberyards; power plants; manufacturing facilities such as metalworking shops, plating shops, blast furnaces, coke plants, oil refineries, brick factories, chemical plants and plastics plants; assembly plants; non-public airport areas; limited access highways; railroad switching yards; and marine port facilities.

Limitation Prohibiting Groundwater Extraction and Use: Groundwater underlying the Property shall not be extracted or used for any potable purpose. Groundwater extracted for any nonpotable purpose may not be discharged directly to the ground surface, surface water bodies, or any storm or sanitary sewers without characterization indicating that it is acceptable to undertake such discharge, and having the express written permission of the authority or entity that will receive the extracted groundwater, where applicable.

Limitation on Building Occupancy – Remedy or Demonstration: Prior to human occupancy of any building constructed on parcel number 072-110-79-008.000, as further described in Attachment B, at the Property after the recording date of this Environmental Covenant, either: (i) a remedy that eliminates indoor air vapor intrusion exposure to hazardous substances or petroleum in soil or groundwater in excess of applicable standards shall be installed, operated and maintained as an engineering control under an operation and maintenance agreement, as necessary, in accordance with a covenant not to sue issued by the Director of Environmental Protection pursuant to ORC § 3746.12; or (ii) a demonstration made to Ohio EPA attested to by a certified professional, that the Property complies with applicable standards for the vapor intrusion to indoor air pathway without further implementation of remedial activity and documented in accordance with ORC Chapter 3746 and the rules adopted thereunder.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner, during the time that the Owner owns the Property or any portion thereof, and upon 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.

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91, or other applicable law. 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 against any non-compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law.

8. Rights of Access. Owner hereby grants to Ohio EPA's authorized representatives the right of access to the Property for implementation or enforcement of this Environmental Covenant and shall require such access as a condition of any transfer of the Property or any portion thereof.

9. Compliance Reporting. Owner or Transferee, if applicable, shall, upon request by Ohio EPA, submit to Ohio EPA written documentation verifying that the activity and use limitations set forth herein remain in place and are being complied with.

10. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion thereof 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, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE WILLIAMS COUNTY RECORDER ON _____, 2015, IN [DOCUMENT ____, or BOOK ____, PAGE ____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

Limitation for Commercial and/or Industrial Land Use

Limitation Prohibiting Groundwater Extraction and Use

Limitation on Building Occupancy – Parcel No. 072-110-79-008.000

Owner or Transferee, if applicable, shall notify Ohio EPA within thirty (30) days after each conveyance of an interest in the Property or any portion thereof. The notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or

other documentation evidencing the conveyance, and a survey map that shows the boundaries of the property being transferred.

11. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

- A. that the Owner is the sole owner of the Property;
- B. that the Owner holds fee simple title to the Property and that the Owner conducted a current title search that shows that the Property is not subject to any interests or encumbrances that conflict with the activity and use limitations set forth in this Environmental Covenant;
- C. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- D. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected;
- E. that the Owner has identified all other persons that own an interest in or hold an encumbrance on the Property and notified such persons of the Owner's intention to enter into the Environmental Covenant.

12. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent of all of the following: the Owner, or a Transferee, if applicable, and the Ohio EPA, pursuant to ORC §5301.90 and other applicable law. The term "Amendment" as used in the 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 the Environmental Covenant shall mean the elimination of all activity and use limitations set forth herein and all other obligations under the Environmental Covenant.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA and by the Owner or Transferee, if applicable, of the Property or any portion thereof, as applicable. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental

Covenant, the Owner or Transferee, if applicable, shall file such instrument for recording with the Williams County Recorder's Office, and shall provide a file- and date-stamped copy of the recorded instrument to Ohio EPA.

13. 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.

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

15. Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Williams County Recorder's Office.

16. 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 Williams County Recorder's Office.

17. Distribution of Environmental Covenant. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA and the City of Montpelier, Ohio.

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

As to Ohio EPA:

Ohio EPA – Central Office
Division of Environmental Response and Revitalization
50 West Town Street
Columbus, Ohio 43216
Attn.: DERR Records Management Officer, regarding 14NFA564

Or, send electronically to: records@epa.ohio.gov

And

Ohio EPA – Northwest District Office
347 N. Dunbridge Road
Bowling Green, Ohio 43402
Attn: DERR Site Coordinator for 14NFA564

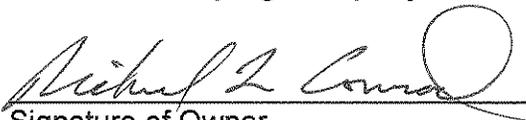
As to Owner:

Winzeler Stamping Company
129 Wabash Avenue
Montpelier, Ohio 43543
Attn: Mr. Richard L. Conrad, President / COO

The undersigned represents and certifies that the undersigned is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

Winzeler Stamping Company


Signature of Owner

Richard L Conrad President / COO
Printed Name and Title

State of Ohio)
County of Williams) ss:

Before me, a notary public, in and for said county and state, personally appeared Richard L Conrad, a duly authorized representative of the Owner, who acknowledged to me the execution of the foregoing instrument on behalf of the Owner.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal
this 1 day of December, 2014.



Notary Public



OHIO ENVIRONMENTAL PROTECTION AGENCY



Craig W. Butler, Director

State of Ohio)
) ss:
County of Franklin)

Before me, a notary public, in and for Franklin County, Ohio, 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 this 19th day of February, 2015.



Charma Diane Casteel
Notary Public

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

This instrument was prepared by:

Joseph A. Gregg, Attorney at Law
Eastman & Smith, Ltd.
One Seagate 24th Floor
Toledo, Ohio 43699-0032

Attachment A
Legal Descriptions
for
Approximately 10.04 Acre Property
Winzeler Stamping Plant #2

PARCEL DESCRIPTION

Winzeler Stamping Co.

Wabash Avenue Site

Being a parcel of land situated in the Northwest quarter of, Section 11, Town 7 North, Range 2 East, Superior Township, Village of Montpelier, Williams County, Ohio and being parts or all of Lots 25-30 of Kent & Bordner's Addition, Lots 9, 10 & 19-46 of Boone & Slaybaugh's Addition, Lots 9-13 of Rockenfelder's Addition, Lots 1-2 of Boone, Tressler and Chamberlain's Addition and Lot 7 of Stewart's Third Addition. Being more specifically described as follows:

Commencing at a Mag nail found monumenting the intersection of the centerline of Wabash Avenue and the centerline of Platt Street in said Village of Montpelier;

Thence North 88 degrees 51 minutes 37 seconds West a distance of 88.88 feet, along said centerline of Wabash Avenue to the TRUE POINT OF BEGINNING;

Thence North 88 degrees 51 minutes 37 seconds West a distance of 158.42 feet, continuing along said centerline of Wabash Avenue to a point;

Thence South 01 degrees 17 minutes 23 seconds West a distance of 125.00 feet to a point on the south line of said Boone & Slaybaugh's Addition;

Thence North 88 degrees 51 minutes 37 seconds West a distance of 102.22 feet, along said south line of Boone & Slaybaugh's Addition and the north line of Stewart's Third Addition to the northwesterly corner of Lot 17 of said Stewart's Third Addition;

Thence North 01 degrees 17 minutes 23 seconds East a distance of 29.00 feet, along the easterly line of a 14 foot wide alley on the east side of Boone, Tressler and Chamberlain's Addition, to a point on the extension of the southerly line of Lot 1 of said Boone, Tressler and Chamberlain's Addition;

Thence North 88 degrees 51 minutes 37 seconds West a distance of 146.00 feet, along said southerly line of Lot 1 of Boone, Tressler and Chamberlain's Addition, to the southwestly corner of said Lot 1;

Thence North 01 degrees 17 minutes 23 seconds East a distance of 96.00 feet, along the westerly line of said Lot 1 and its northerly extension, to a point on the centerline of Wabash Street;

Thence North 88 degrees 51 minutes 37 seconds West a distance of 7.77 feet, along said centerline of Wabash Avenue to a point on the southerly extension of the westerly line of Lot 25 of Kent & Bordner's Addition;

Thence North 01 degrees 17 minutes 26 seconds East a distance of 763.27 feet, along the westerly line of Lots 25 thru 30 of said Kent & Bordner's Addition and the northerly extension of said line, to a point on the southerly right of way line of the Norfolk Southern Railway;

Thence North 79 degrees 47 minutes 28 seconds East a distance of 419.26 feet, along said southerly right of way line to a point on the westerly right of way line of Platt Street;

Thence along said westerly right of way line of Platt Street the following 8 courses;

- 1) South 01 degrees 17 minutes 22 seconds West a distance of 80.83 feet to a point;
- 2) South 78 degrees 33 minutes 56 seconds West a distance of 62.50 feet to a point;
- 3) North 88 degrees 51 minutes 27 seconds West a distance of 11.50 feet to a point;
- 4) South 01 degrees 17 minutes 22 seconds West a distance of 216.00 feet to a point;
- 5) South 14 degrees 45 minutes 27 seconds East a distance of 251.71 feet to a point;
- 6) South 14 degrees 45 minutes 01 seconds East a distance of 91.56 feet to a point;
- 7) South 18 degrees 34 minutes 33 seconds East a distance of 50.03 feet to a point;
- 8) South 07 degrees 14 minutes 28 seconds East a distance of 28.39 feet, to a point on the westerly extension of the northerly line of Lots 9 thru 13 of Rockenfelder's Addition;

Thence South 88 degrees 51 minutes 37 seconds East a distance of 344.67 feet, along said westerly extension and the northerly line of said Lots 9 thru 13, to the northeasterly corner of said Lot 13 on the westerly right of way line of Pleasant Street;

Thence South 01 degrees 17 minutes 23 seconds West a distance of 255.00 feet, along said westerly right of way line of Pleasant Street being the easterly line of said Lot 13 and the easterly line of Lots 9 and 10 of said Boone & Slaybaugh's Addition, to the southeasterly corner of said Lot 10 of Boone & Slaybaugh's Addition;

Thence North 88 degrees 51 minutes 37 seconds West a distance of 325.88 feet, along the southerly line of Lots 10 and 20 of said Boone & Slaybaugh's Addition and said line extended westerly, to the northeasterly corner of Lot 7 of Stewarts Third Addition on the westerly right of way line of Platt Street;

Thence South 01 degrees 08 minutes 23 seconds West a distance of 45.45 feet, along said westerly right of way line and easterly line of Lot 7, to the southeasterly corner of said Lot 7;

Thence North 88 degrees 51 minutes 37 seconds West a distance of 120.42 feet, along the southerly line of said Lot 7 to the southwest corner of said Lot 7;

Thence North 00 degrees 57 minutes 53 seconds East a distance of 45.45 feet, along the westerly line of said Lot 7 to the northwesterly corner of said Lot 7;

Thence South 88 degrees 51 minutes 37 seconds East a distance of 61.68 feet, along the northerly line of said Lot 7 also being the southerly line of Lot 30 of Boone & Slaybaugh's Addition, to the southwest corner of the east 60.00 feet of said Lot 30 of Boone & Slaybaugh's Addition;

Thence North 01 degrees 17 minutes 23 seconds East a distance of 125.00 feet, along the westerly line of the east 60.00 feet of said Lot 30 to the TRUE POINT OF BEGINNING.

Excepting therefrom that part contained within the right of way of Platt Street, the right of way of Wabash Avenue, the alley lying between Lots 10 and 20 of Boone & Slaybaugh's Addition and the alley lying east of Lot 1 of Boone, Tressler and Chamberlain's Addition.

Containing after exceptions 8.743 acres more or less, and subject to all legal highways, easements and restrictions of record.

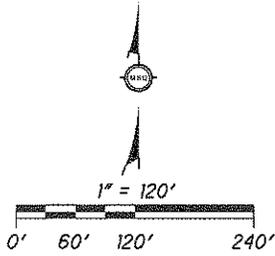
BOUNDARY SURVEY

OF ALL OR PARTS OF

LOTS 25-30, KENT & BORDNER'S ADDITION, LOTS 9, 10 & 19-46, BOONE & SLAYBAUGH'S ADDITION,
 LOTS 9-13, ROCKENFELDER'S ADDITION, LOTS 1-2, BOONE, TRESSLER AND CHAMBERLAIN'S ADDITION,
 LOT 7, STEWART'S THIRD ADDITION, AND PART OF THE NW 1/4, SEC. 11, T7N, R2E, SUPERIOR TOWNSHIP,
 VILLAGE OF MONTPLEIER, WILLIAMS COUNTY, OHIO

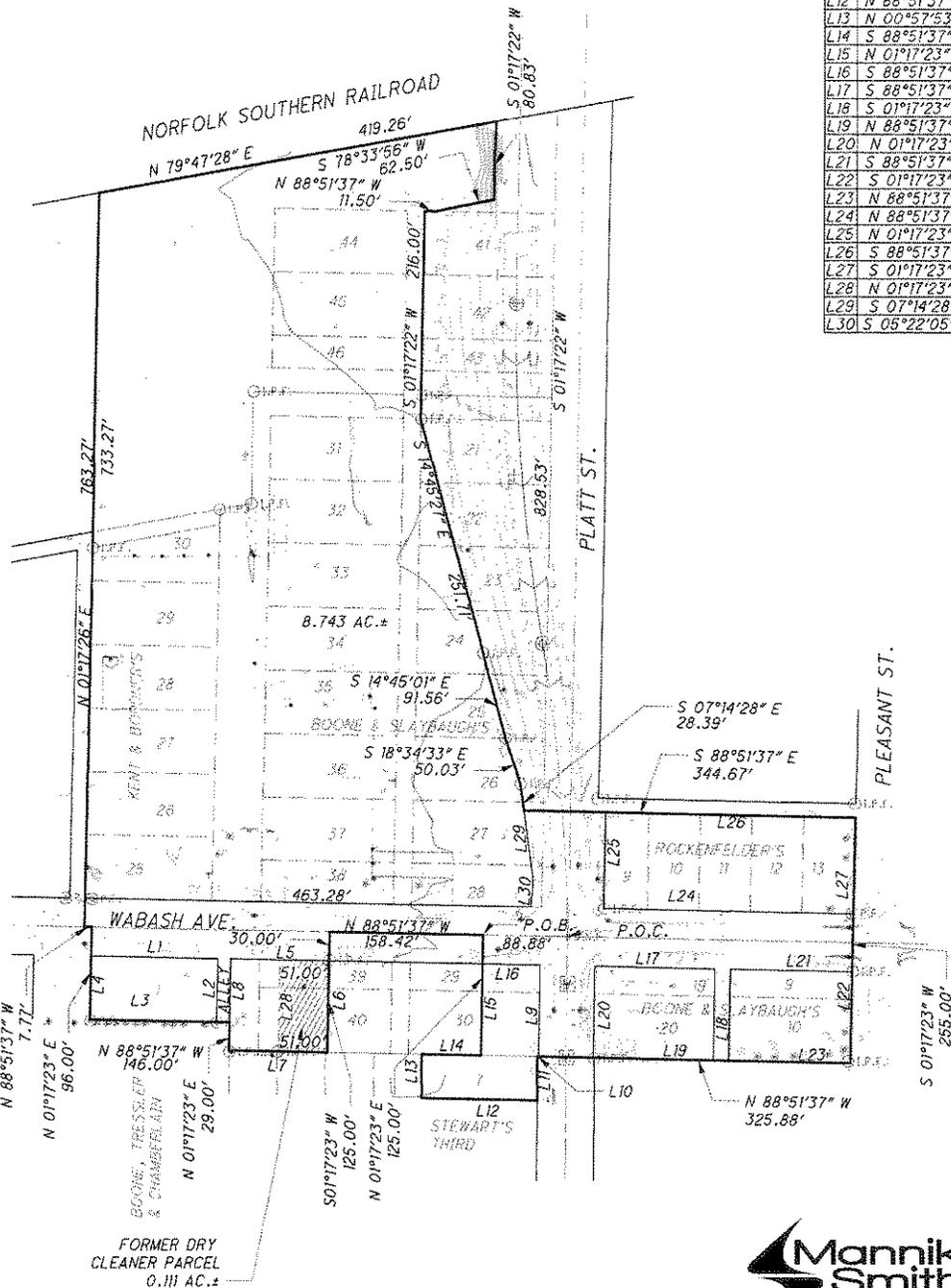
FOR

WINZELER STAMPING CO.



BEARINGS BASED ON OHIO
 STATE PLANE COORDINATE
 SYSTEM NORTH ZONE, (3401).

| | | |
|-----|---------------|---------|
| L1 | S 88°51'37" E | 132.00' |
| L2 | S 01°17'23" W | 66.00' |
| L3 | N 88°51'37" W | 132.00' |
| L4 | N 01°17'23" E | 66.00' |
| L5 | S 88°51'37" E | 102.22' |
| L6 | S 01°17'23" W | 95.00' |
| L7 | N 88°51'37" W | 102.22' |
| L8 | N 01°17'23" E | 95.00' |
| L9 | S 01°17'23" W | 95.00' |
| L10 | N 88°51'37" W | 1.12' |
| L11 | S 01°08'23" W | 45.45' |
| L12 | N 88°51'37" W | 120.42' |
| L13 | N 00°57'53" E | 45.45' |
| L14 | S 88°51'37" E | 61.68' |
| L15 | N 01°17'23" E | 95.00' |
| L16 | S 88°51'37" E | 60.00' |
| L17 | S 88°51'37" E | 125.50' |
| L18 | S 01°17'23" W | 95.00' |
| L19 | N 88°51'37" W | 125.50' |
| L20 | N 01°17'23" E | 95.00' |
| L21 | S 88°51'37" E | 125.50' |
| L22 | S 01°17'23" W | 95.00' |
| L23 | N 88°51'37" W | 125.50' |
| L24 | N 88°51'37" W | 258.88' |
| L25 | N 01°17'23" E | 100.00' |
| L26 | S 88°51'37" E | 258.88' |
| L27 | S 01°17'23" W | 100.00' |
| L28 | N 01°17'23" E | 95.00' |
| L29 | S 07°14'28" E | 101.13' |
| L30 | S 05°22'05" W | 28.11' |



1800 INDIAN WOOD CIRCLE
 MAHAME, OHIO 43537
 TEL: (419) 891-2222
 FAX: (419) 891-1585

www.MannikSmithGroup.com

Attachment B
Legal Description
for
Approximately 0.1 Acre Parcel No. 072-110-79-008.000
Former Dry Cleaner Property
129 W. Wabash Avenue, Montpelier, OH 43543

PARCEL DESCRIPTION
Winzeler Stamping Co.
Former Dry Cleaner Parcel

Being a part of Lots 39 and 40 of Boone & Slaybaugh's Addition, situated in the Northwest quarter of, Section 11, Town 7 North, Range 2 East, Superior Township, Village of Montpelier, Williams County, Ohio. Being more specifically described as follows:

Commencing at a Mag nail found monumenting the intersection of the centerline of Wabash Avenue and the centerline of Platt Street in said Village of Montpelier;
Thence North 88 degrees 51 minutes 37 seconds West a distance of 247.30 feet, along said centerline of Wabash Avenue to a point;
Thence South 01 degrees 17 minutes 23 seconds West a distance of 30.00 feet to a point on the southerly right of way line of said Wabash Avenue being 72.00 feet east of the west line of said Lot 39 of Boone & Slaybaugh's Addition and being the TRUE POINT OF BEGINNING;
Thence South 01 degrees 17 minutes 23 seconds West a distance of 95.00 feet to a point on the south line of said Lot 40 of Boone & Slaybaugh's Addition;
Thence North 88 degrees 51 minutes 37 seconds West a distance of 51.00 feet, along said south line of Lot 40 to a point;
Thence North 01 degrees 17 minutes 23 seconds East a distance of 95.00 feet to a point on the south right of way line of said Wabash Avenue;
Thence South 88 degrees 51 minutes 37 seconds East a distance of 51.00 feet, along said south right of way line, to the TRUE POINT OF BEGINNING.
Containing 0.111 acres more or less, and subject to all legal highways, easements and restrictions of record.



91 7199 9991 7030 4725 5937

John R. Kasich, Governor
Mary Taylor, Lt. Governor
Craig W. Butler, Director

**Re: Winzeler Stamping Plant #1
Covenant
Correspondence
Voluntary Action Program
Williams County
386003100**

MEMORANDUM

TO: Shelley Wilson, Executive Administrator for Real Property, Tax
Equalization Division, Ohio Department of Taxation

FROM: Craig W. Butler *CWB*, Director, Ohio Environmental Protection Agency

SUBJECT: **Covenant Not to Sue Issued to Winzeler Stamping Company for the
Winzeler Stamping Plant #1 Property**

As Director of the Ohio Environmental Protection Agency, I certify that Winzeler Stamping Company has performed investigational and remedial activities at the property listed below and has been issued a Covenant Not to Sue under the authority of Ohio Revised Code ("ORC") Chapter 3746. This information is being provided in satisfaction of ORC 5709.87(B).

Property name: Winzeler Stamping Plant #1

Property address: 129 West Wabash Avenue, Montpelier, Ohio 43543

Property owner: Winzeler Stamping Company

Property owner address: 129 West Wabash Avenue, Montpelier, Ohio 43543

Parcel number(s): 072-110-63-013.000; 072-110-70-003.000; 072-110-64-001.000; 072-110-79-001.000; 072-110-79-002.000; 072-110-79-024.000; 072-110-79-007.000; 072-110-79-010.000; 072-110-79-011.000; 072-110-80-015.000; 027-110-80-013.000; 072-110-80-014.000; 072-110-64-002.000; and 072-110-79-008.000.

County: Williams

Taxing District: Williams County

FEB 20 2015

Date Covenant Not to Sue Issued: _____

Attached, for your information, is a copy of the legal description of the property.

If additional information regarding the property or the voluntary action is required, I suggest you first contact Michael Momenee, the Certified Professional for the property, at (419) 891-2222. As an alternative, you may contact Paul Jayko with the Ohio Environmental Protection Agency at (419) 373-3038.

cc: Mr. Richard Conrad, Winzeler Stamping Company, 129 West Wabash Ave., Montpelier, Ohio 43543

Michael Momenee, Certified Professional, Mannik & Smith Group, Inc., 1800 Indian Wood Circle, Maumee, Ohio 43537

Deborah S. Nester, Williams County Auditor, One Courthouse Square, Bryan, Ohio 43506

ec: Amy Yersavich, Manager, SABR
Colin Bennett, Legal Office, Ohio EPA
DERR-CO, VAP Files 14NFA564
Paul Jayko, DERR-NWDO

PARCEL DESCRIPTION
Winzeler Stamping Co.
Wabash Avenue Site

Being a parcel of land situated in the Northwest quarter of, Section 11, Town 7 North, Range 2 East, Superior Township, Village of Montpelier, Williams County, Ohio and being parts or all of Lots 25-30 of Kent & Bordner's Addition, Lots 9, 10 & 19-46 of Boone & Slaybaugh's Addition, Lots 9-13 of Rockenfelder's Addition, Lots 1-2 of Boone, Tressler and Chamberlain's Addition and Lot 7 of Stewart's Third Addition. Being more specifically described as follows:

Commencing at a Mag nail found monumenting the intersection of the centerline of Wabash Avenue and the centerline of Platt Street in said Village of Montpelier;
Thence North 88 degrees 51 minutes 37 seconds West a distance of 88.88 feet, along said centerline of Wabash Avenue to the TRUE POINT OF BEGINNING;
Thence North 88 degrees 51 minutes 37 seconds West a distance of 158.42 feet, continuing along said centerline of Wabash Avenue to a point;
Thence South 01 degrees 17 minutes 23 seconds West a distance of 125.00 feet to a point on the south line of said Boone & Slaybaugh's Addition;
Thence North 88 degrees 51 minutes 37 seconds West a distance of 102.22 feet, along said south line of Boone & Slaybaugh's Addition and the north line of Stewart's Third Addition to the northwesterly corner of Lot 17 of said Stewart's Third Addition;
Thence North 01 degrees 17 minutes 23 seconds East a distance of 29.00 feet, along the easterly line of a 14 foot wide alley on the east side of Boone, Tressler and Chamberlain's Addition, to a point on the extension of the southerly line of Lot 1 of said Boone, Tressler and Chamberlain's Addition;
Thence North 88 degrees 51 minutes 37 seconds West a distance of 146.00 feet, along said southerly line of Lot 1 of Boone, Tressler and Chamberlain's Addition, to the southwesterly corner of said Lot 1;
Thence North 01 degrees 17 minutes 23 seconds East a distance of 96.00 feet, along the westerly line of said Lot 1 and its northerly extension, to a point on the centerline of Wabash Street;
Thence North 88 degrees 51 minutes 37 seconds West a distance of 7.77 feet, along said centerline of Wabash Avenue to a point on the southerly extension of the westerly line of Lot 25 of Kent & Bordner's Addition;
Thence North 01 degrees 17 minutes 26 seconds East a distance of 763.27 feet, along the westerly line of Lots 25 thru 30 of said Kent & Bordner's Addition and the northerly extension of said line, to a point on the southerly right of way line of the Norfolk Southern Railway;
Thence North 79 degrees 47 minutes 28 seconds East a distance of 419.26 feet, along said southerly right of way line to a point on the westerly right of way line of Platt Street;
Thence along said westerly right of way line of Platt Street the following 8 courses;

- 1) South 01 degrees 17 minutes 22 seconds West a distance of 80.83 feet to a point;
 - 2) South 78 degrees 33 minutes 56 seconds West a distance of 62.50 feet to a point;
 - 3) North 88 degrees 51 minutes 27 seconds West a distance of 11.50 feet to a point;
 - 4) South 01 degrees 17 minutes 22 seconds West a distance of 216.00 feet to a point;
 - 5) South 14 degrees 45 minutes 27 seconds East a distance of 251.71 feet to a point;
 - 6) South 14 degrees 45 minutes 01 seconds East a distance of 91.56 feet to a point;
 - 7) South 18 degrees 34 minutes 33 seconds East a distance of 50.03 feet to a point;
 - 8) South 07 degrees 14 minutes 28 seconds East a distance of 28.39 feet, to a point on the westerly extension of the northerly line of Lots 9 thru 13 of Rockenfelder's Addition;
- Thence South 88 degrees 51 minutes 37 seconds East a distance of 344.67 feet, along said westerly extension and the northerly line of said Lots 9 thru 13, to the northeasterly corner of said Lot 13 on the westerly right of way line of Pleasant Street;
- Thence South 01 degrees 17 minutes 23 seconds West a distance of 255.00 feet, along said westerly right of way line of Pleasant Street being the easterly line of said Lot 13 and the easterly line of Lots 9 and 10 of said Boone & Slaybaugh's Addition, to the southeasterly corner of said Lot 10 of Boone & Slaybaugh's Addition;
- Thence North 88 degrees 51 minutes 37 seconds West a distance of 325.88 feet, along the southerly line of Lots 10 and 20 of said Boone & Slaybaugh's Addition and said line extended westerly, to the northeasterly corner of Lot 7 of Stewarts Third Addition on the westerly right of way line of Platt Street;
- Thence South 01 degrees 08 minutes 23 seconds West a distance of 45.45 feet, along said westerly right of way line and easterly line of Lot 7, to the southeasterly corner of said Lot 7;
- Thence North 88 degrees 51 minutes 37 seconds West a distance of 120.42 feet, along the southerly line of said Lot 7 to the southwesterly corner of said Lot 7;
- Thence North 00 degrees 57 minutes 53 seconds East a distance of 45.45 feet, along the westerly line of said Lot 7 to the northwesterly corner of said Lot 7;
- Thence South 88 degrees 51 minutes 37 seconds East a distance of 61.68 feet, along the northerly line of said Lot 7 also being the southerly line of Lot 30 of Boone & Slaybaugh's Addition, to the southwesterly corner of the east 60.00 feet of said Lot 30 of Boone & Slaybaugh's Addition;
- Thence North 01 degrees 17 minutes 23 seconds East a distance of 125.00 feet, along the westerly line of the east 60.00 feet of said Lot 30 to the TRUE POINT OF BEGINNING.
- Excepting therefrom that part contained within the right of way of Platt Street, the right of way of Wabash Avenue, the alley lying between Lots 10 and 20 of Boone & Slaybaugh's Addition and the alley lying east of Lot 1 of Boone, Tressler and Chamberlain's Addition.
- Containing after exceptions 8.743 acres more or less, and subject to all legal highways, easements and restrictions of record.

