



State of Ohio Environmental Protection Agency

STREET ADDRESS:

MAILING ADDRESS:

Lazarus Government Center
122 S. Front Street
Columbus, Ohio 43215

TELE: (614) 644-3020 FAX: (614) 644-3184
www.epa.state.oh.us

P.O. Box 1049
Columbus, Ohio 43216-1049

CERTIFIED MAIL

August 10, 2005

Re: Environmental Covenants
ODOT, District 6
400 East William Street
Delaware, Delaware County, Ohio
Parcels A & B

Gordon Proctor, Director
Ohio Department of Transportation
1980 West Broad Street
Columbus, Ohio 43223

Dear Director Proctor:

Enclosed please find the Environmental Covenants (Covenants) issued to the Ohio Department of Transportation, District 6, Delaware County on August 10, 2005. These Covenants will become effective when filed with the deed records maintained by the Office of the Delaware County Recorder. To that end, the second original copy of each Covenant is being returned to your attorney of record, along with a copy of this letter. It is the obligation of the Ohio Department of Transportation, pursuant to Paragraph 15 of each Covenant, to complete the filing.

If you have any questions with these Covenants, do not hesitate to contact Fran Kovac, Ohio EPA Office of Legal Services, at (614) 644-2844.

Sincerely,

Pamela S. Allen, Manager
Regulatory and Information Services
Division of Hazardous Waste Management

I:\USERS\SDSHARPE\FOSSENT\env.covenant.ODOT6.4.wpd

Attachments:

cc: Michael A. Savage, Chief, DHWM
Ed Lim, Mgr., ERAS, DHWM
Fran Kovac, Legal
Heidi Greismer, PIC
Steve Rath, DHWM, CDO
Thomas P. Pannett, P.E., Asst. Legal Counsel, ODOT
Bob Taft, Governor
Bruce Johnson, Lieutenant Governor
Joseph P. Koncelik, Director

OHIO E.P.A.

AUG 10 2005

To be recorded with Deed
Records - ORC § 317.08

ENTERED DIRECTOR'S JOURNAL

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Ohio Department of Transportation, having offices at 1980 West Broad Street Columbus, Ohio 43223, Franklin County, Ohio ("Owner") and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property to the activity and use limitations set forth herein.

Whereas, Owner is the owner and operator of certain real property consisting of a parcel of land, located at 400 East William Street in Delaware, Delaware County, Ohio, and legally described in Exhibit A hereto (collectively referred to herein as the "Property"); and

Whereas, the Administrative Record of the closure is maintained as the file titled "ODOT District 6 - Delaware Co., OHD981201254," in the Ohio EPA Central District Office, 3232 Alum Creek Drive, Columbus, Ohio 43207; and

Whereas, Owner, pursuant to an Administrative Consent Agreement issued on February 6, 1989, was required to submit to Ohio EPA a closure plan for Property and to implement the approved plan; and

Whereas, the implementation of appropriate use restrictions that restrict land use on the Property, and specifically the area where Owner stored hazardous waste generated from cleaning stripping equipment between 1972 and 1987, is required to protect human health and the environment, based upon a human health risk assessment performed for the hazardous waste management units addressed in the closure plan;

Now therefore, Owner 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 0.481 acre tract of real property located at 400 East William Street in Delaware, Delaware County, Ohio, and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein ("Property").
3. Owner. The Ohio Department of Transportation, having offices at 1980 West Broad Street Columbus, Ohio 43223, Franklin County, Ohio ("Owner") is the owner of the Property.
4. Holder. Owner, whose address is listed above is the holder of this Environmental Covenant.

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

By: William Jackson Date 8/10/05

5. Activity and Use Limitations. As part of the closure of a hazardous waste management unit, Owner hereby imposes and agrees to comply with the following activity and use limitations:

The Property shall not be used for residential, commercial (other than those associated with and incidental to industrial operations) or agricultural activities, but may be used for certain industrial activities. The term "residential activities" shall include, but not be limited to, the following:

- (i) Single and multi-family dwelling and rental units;
- (ii) Day care centers and preschools;
- (iii) Hotels and motels;
- (iv) Educational (except as a part of industrial activities within the Subject Property) and religious facilities;
- (v) Restaurants and other food and beverage services (except as a part of industrial activities within the Subject Property);
- (vi) Entertainment and recreational facilities (except as a part of industrial activities within the Subject Property);
- (vii) Hospitals and other extended care medical facilities; and
- (viii) Transient or other residential facilities.

The term "industrial activities" shall include manufacturing, processing operations and office and warehouse use, including but not limited to production, storage and sales of durable goods and other non-food chain products and parking/driveway use.

6. 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 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. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law.

8. Rights of Access. Owner hereby grants to Ohio EPA, its agents, contractors, and employees the right of access to the Property for implementation or enforcement of this Environmental Covenant.

9. Compliance Reporting. Owner or any Transferee shall submit to Ohio EPA on an annual basis written documentation verifying that the activity and use limitations remain in place and are being complied with.

10. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 200_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE _____ COUNTY RECORDER ON _____, 200_, IN [DOCUMENT _____, or BOOK _____, PAGE _____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

The Property shall not be used for residential, commercial (other than those associated with and incidental to industrial operations) or agricultural activities, but may be used for certain industrial activities. The term "residential activities" shall include, but not be limited to, the following:

- (a) Single and multi-family dwelling and rental units;
- (b) Day care centers and preschools;
- (c) Hotels and motels;
- (d) Educational (except as a part of industrial activities within the Subject Property) and religious facilities;
- (e) Restaurants and other food and beverage services (except as a part of industrial activities within the Subject Property);
- (f) Entertainment and recreational facilities (except as a part of industrial activities within the Subject Property);

- (g) Hospitals and other extended care medical facilities; and
- (h) Transient or other residential facilities.

The term "industrial activities" shall include manufacturing, processing operations and office and warehouse use, including but not limited to production, storage and sales of durable goods and other non-food chain products and parking/driveway use.

Owner shall notify Ohio EPA within ten (10) days after each conveyance of an interest in any portion of the Property. Owner's notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the property being transferred.

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 which is free, clear and unencumbered;
- 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 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 this Environmental Covenant; and
- E. 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.

12. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent of all of the following: the Owner or a Transferee; and the Ohio EPA, pursuant to ORC § 5301.90 and other applicable law. The term, "Amendment," as used in this Environmental Covenant, shall mean any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. The term, "Termination," as used in this Environmental Covenant, shall mean the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

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

17. Distribution of Environmental Covenant. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA; any lessee, each person who signed the Environmental Covenant, each person holding a recorded interest in the Property, each unit of local government in which the real property is located; and any other person designated by Ohio EPA.

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

Ohio Environmental Protection Agency
Central District Office
Division of Hazardous Waste Management
Attn: DHWM Manager
3232 Alum Creek Drive
Columbus, Ohio 43207

OHIO ENVIRONMENTAL PROTECTION AGENCY



Joseph P. Koncelik, Director

8/1/05

Date

State of Ohio)
) ss:
County of Franklin)

Before me, a notary public, in and for said county and state, personally appeared Joseph P. Koncelik, 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 1 day of August, 2005



Notary Public **DONALD L. VANTERPOOL, Attorney-At-Law**
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R. C.

This instrument prepared by:

Frances M. Kovac, Esq.
Ohio Environmental Protection Agency
122 South Front Street
Columbus, OH 43215

EXHIBIT A

DESCRIPTION "AREA A"
FINAL CLOSURE

Situated in the Northeast Part of Lot 13, in Section 4, Township 5 North, Range 19 West in the U.S. Military Lands, and being Part of In-Lot Numbers 1980, 1981, a 8.25 feet vacated alley, (ORD. 67-63), and formerly East Street (60 feet wide), situated in James A. Barnes' Addition, being referenced in Plat Book 2, Page 235 and also being Part of In-Lot numbers 2389, 2390, 2391, a 7.5 feet vacated alley, (ORD. 67-63), situated in Emerson's Addition, being referenced in Plat Book 3, Page 40, and being part of the land now owned by the State of Ohio, Deed Book 182, Page 316 and Deed Book 250, Page 561 in the County Recorder's Office to the City of Delaware, Delaware County, State of Ohio and being more particularly described as follows:

Commencing at an existing Iron pin located at the northwest corner of In-Lot Number 2389 and the northeast corner of In-Lot number 2388 in Emerson's Addition.

Thence along the common line between In-Lot Numbers 2388 and 2389 in above said addition, S 04 deg. 56 min. 00 sec. W for a distance of 185.07 feet to a point;

Thence entering In-Lot Number 2389, S 84 deg. 33 min. 10 sec. E for a distance of 16.12 feet to a point and **POINT OF BEGINNING**;

Thence the following courses and distances:

Course 1: S 84 deg. 33 min. 10 sec. E for a distance of 127.00 feet to a point;

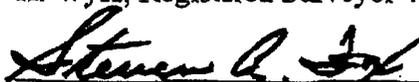
Course 2: S 05 deg. 26 min. 50 sec. W for a distance of 165.00 feet to a point;

Course 3: N 84 deg. 33 min. 10 sec. W for a distance of 127.00 feet to a point;

Course 4: N 05 deg. 26 min. 50 sec. E for a distance of 165.00 feet to a point and the **PLACE OF BEGINNING**;

Containing 0.481 acre (20955.00 sq. ft.), more or less and subject to easements, restrictions and agreements of record. This description prepared from a survey performed by Steven A. Fox, Registered Surveyor 7000, Surveyor for the Ohio Department of Transportation, District 6, 400 E. William Street, Delaware, Ohio 43015, and dated March 26, 2003.

Datum for the Hazardous Waste Site was taken from drawings generated by Sharp and Associates, Inc., 982 Crupper Avenue, Columbus, Ohio 43229 and a survey performed by Robert K. Wyss, Registered Surveyor 4212 and dated November 26, 1986 of the District 6 Complex.



Steven A. Fox, Reg. No. 7000
Survey Operation Mgr., ODOT, District 6



Date



OHIO E.P.A.

AUG 10 2005

To be recorded with Deed
Records - ORC § 317.08

REGISTERED DIRECTOR'S JOURNAL

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Ohio Department of Transportation, ~~having offices at~~ 1980 West Broad Street Columbus, Ohio 43223, Franklin County, Ohio ("Owner") and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property to the activity and use limitations set forth herein.

Whereas, Owner is the owner and operator of certain real property consisting of a parcel of land, located at 400 East William Street in Delaware, Delaware County, Ohio, and legally described in Exhibit A hereto (collectively referred to herein as the "Property"); and

Whereas, the Administrative Record of the closure is maintained as the file titled "ODOT District 6 - Delaware Co., OHD981201254," in the Ohio EPA Central District Office, 3232 Alum Creek Drive, Columbus, Ohio 43207; and

Whereas, Owner, pursuant to an Administrative Consent Agreement issued on February 6, 1989, was required to submit to Ohio EPA a closure plan for Property and to implement the approved plan; and

Whereas, the implementation of appropriate use restrictions that restrict land use on the Property, and specifically the area where Owner stored hazardous waste generated by the asphalt test lab between 1985 and 1987, is required to protect human health and the environment, based upon a human health risk assessment performed for the hazardous waste management units addressed in the closure plan;

Now therefore, Owner 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 0.163 acre tract of real property located at 400 East William Street in Delaware, Delaware County, Ohio, and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein ("Property").
3. Owner. The Ohio Department of Transportation, having offices at 1980 West Broad Street Columbus, Ohio 43223, Franklin County, Ohio ("Owner") is the owner of the Property.
4. Holder. Owner, whose address is listed above is the holder of this Environmental Covenant.

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

By: [Signature] Date 8/10/05

5. Activity and Use Limitations. As part of the closure of a hazardous waste management unit, Owner hereby imposes and agrees to comply with the following activity and use limitations:

The Property shall not be used for residential, commercial (other than those associated with and incidental to industrial operations) or agricultural activities, but may be used for certain industrial activities. The term "residential activities" shall include, but not be limited to, the following:

- (i) Single and multi-family dwelling and rental units;
- (ii) Day care centers and preschools;
- (iii) Hotels and motels;
- (iv) Educational (except as a part of industrial activities within the Subject Property) and religious facilities;
- (v) Restaurants and other food and beverage services (except as a part of industrial activities within the Subject Property);
- (vi) Entertainment and recreational facilities (except as a part of industrial activities within the Subject Property);
- (vii) Hospitals and other extended care medical facilities; and
- (viii) Transient or other residential facilities.

The term "industrial activities" shall include manufacturing, processing operations and office and warehouse use, including but not limited to production, storage and sales of durable goods and other non-food chain products and parking/driveway use.

6. 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 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. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law.

8. Rights of Access. Owner hereby grants to Ohio EPA, its agents, contractors, and employees the right of access to the Property for implementation or enforcement of this Environmental Covenant.

9. Compliance Reporting. Owner or any Transferee shall submit to Ohio EPA on an annual basis written documentation verifying that the activity and use limitations remain in place and are being complied with.

10. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 200_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE _____ COUNTY RECORDER ON _____, 200_, IN [DOCUMENT ____, or BOOK ____, PAGE ____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

The Property shall not be used for residential, commercial (other than those associated with and incidental to industrial operations) or agricultural activities, but may be used for certain industrial activities. The term "residential activities" shall include, but not be limited to, the following:

- (a) Single and multi-family dwelling and rental units;
- (b) Day care centers and preschools;
- (c) Hotels and motels;
- (d) Educational (except as a part of industrial activities within the Subject Property) and religious facilities;
- (e) Restaurants and other food and beverage services (except as a part of industrial activities within the Subject Property);
- (f) Entertainment and recreational facilities (except as a part of industrial activities within the Subject Property);

- (g) Hospitals and other extended care medical facilities; and
- (h) Transient or other residential facilities.

The term "industrial activities" shall include manufacturing, processing operations and office and warehouse use, including but not limited to production, storage and sales of durable goods and other non-food chain products and parking/driveway use.

Owner shall notify Ohio EPA within ten (10) days after each conveyance of an interest in any portion of the Property. Owner's notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the property being transferred.

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 which is free, clear and unencumbered;
- 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 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 this Environmental Covenant; and
- E. 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.

12. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent of all of the following: the Owner or a Transferee; and the Ohio EPA, pursuant to ORC § 5301.90 and other applicable law. The term, "Amendment," as used in this Environmental Covenant, shall mean any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. The term, "Termination," as used in this Environmental Covenant, shall mean the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

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

17. Distribution of Environmental Covenant. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA; any lessee, each person who signed the Environmental Covenant, each person holding a recorded interest in the Property, each unit of local government in which the real property is located; and any other person designated by Ohio EPA.

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

Ohio Environmental Protection Agency
Central District Office
Division of Hazardous Waste Management
Attn: DHWM Manager
3232 Alum Creek Drive
Columbus, Ohio 43207

or to such persons and addresses as may hereafter be otherwise specified in writing by Ohio EPA.

The undersigned representative of Owner represents and certifies that he is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

The Ohio Department of Transportation

Gordon Proctor
Gordon Proctor, Director

7/13/05
Date

State of *Ohio*)
County of *FRANKLIN*)

ss:

Tom Pannett on behalf of

Before me, a notary public, in and for said county and state, personally appeared Gordon Proctor, a duly authorized representative of the Ohio Department of Transportation, who acknowledged to me that he did execute the foregoing instrument on behalf of the Ohio Department of Transportation.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this *13* day of *July*, 20*05*

Catherine C. Perkins
Notary Public



CATHERINE COLA PERKINS
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

EXHIBIT A

**DESCRIPTION "AREA B"
FINAL CLOSURE**

Situated in the Northeast Part of Lot 13, in Section 4, Township 5 North, Range 19 West in the U.S. Military Lands, and being Part of In-Lot numbers 1981, 1982, 1958, and formerly Elm Street (60 feet wide), situated in James A. Barnes' Addition, being referenced in Plat Book 2, Page 235, and being part of land now owned by the State of Ohio, Deed Book 182, Page 316 and Deed Book 250, Page 561 in the County Recorder's Office to the City of Delaware, Delaware County, State of Ohio and being more particularly described as follows:

Commencing at an existing Iron pin located at the northwest corner of In-Lot Number 2389 and the northeast corner of In-Lot number 2388 in Emerson's Addition, being referenced in Plat Book 3, Page 40 in said Recorder's Office;

Thence along the common line between In-Lot Numbers 2388 and 2389 in above said addition, S 04 deg. 56 min. 00 sec. W for a distance of 317.07 feet to a point, passing over the property corner to the State of Ohio at a distance of 207.50 feet and the **POINT OF BEGINNING**;

Thence the following courses and distances:

Course 1: S 84 deg. 33 min. 10 sec. E for a distance of 16.94 feet to a point;

Course 2: S 05 deg. 26 min. 50 sec. W for a distance of 135.00 feet to a point;

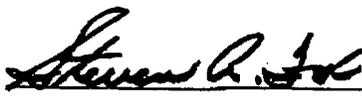
Course 3: N 84 deg. 33 min. 10 sec. W for a distance of 52.50 feet to a point;

Course 4: N 05 deg. 26 min. 50 sec. E for a distance of 135.00 feet to a point;

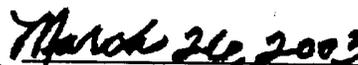
Course 5: S 84 deg. 33 min. 10 sec. E for a distance of 37.56 feet to a point and the **PLACE OF BEGINNING**;

Containing 0.163 acre (7087.50 sq. ft.), more or less and subject to easements, restrictions and agreements of record. This description prepared from a survey performed by Steven A. Fox, Registered Surveyor 7000, Surveyor for the Ohio Department of Transportation, District 6, 400 E. William Street, Delaware, Ohio 43015, and dated March 26, 2003.

Datum for the Hazardous Waste Site was taken from drawings generated by Sharp and Associates, Inc., 982 Crupper Avenue, Columbus, Ohio 43229 and a survey performed by Robert K. Wyss, Registered Surveyor 4212 and dated November 26, 1986 of the District 6 Complex.



Steven A. Fox, Reg. No. 7000
Survey Operation Mgr., ODOT, District 6



Date

