



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

March 4, 2015

201500005170  
Filed for Record in  
MAHONING COUNTY, OHIO  
NORALYNN PALERMO, RECORDER  
03-10-2015 At 01:17 pm.  
ENV/CDV 208.00  
OR Book . 6120 Page 1689 - 1710

Robert Ribbing  
Manager-Environmental Shared Services  
Amsted Rail Company  
1700 Walnut Street  
Granite City, IL 62040

Dear Mr. Ribbing:

As we discussed, please find attached to this letter, the environmental covenant for the Amsted Rail Company property located in Smith Township, Mahoning County, Ohio. The environmental covenant includes the notarized signature of Craig Butler, Director of the Ohio Environmental Protection Agency.

Please have the environmental covenant filed with the Mahoning County Recorder and provide me evidence of its proper filing as required by paragraph 10. of the environmental covenant.

Thank you for your cooperation throughout the resolution of this matter and, as always, if you have any questions, please do not hesitate to contact me at (614) 644-2840 or [todd.anderson@epa.ohio.gov](mailto:todd.anderson@epa.ohio.gov).

Sincerely,

A handwritten signature in black ink that reads "Todd Anderson". The signature is fluid and cursive, with the first name "Todd" and last name "Anderson" clearly legible.

Todd Anderson  
Attorney, Ohio Environmental Protection Agency

Attachment

To be recorded with Deed Records - ORC § 317.08

### ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Amsted Rail Company, Inc. ("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 of certain real property located at Lake Park Boulevard and Heacock Road, Smith Township, Mahoning County, Ohio and legally described in Exhibit A attached hereto (collectively referred to herein as the "Property"); and

The Property is known as the Sebring Landfill Facility. U.S. EPA and Owner entered into a consent decree on December 1, 1992 pursuant to the Resource Conservation and Recovery Act, 42 USC § 6901 et seq., which required Owner to perform closure at the landfill. Closure included removal, reclamation, or proper disposal of wastes and deed restrictions. Owner's Ohio EPA-approved October 24, 2013 closure plan also requires land use restrictions for the Property.

The contaminants include, but are not limited to, lead, barium, and cadmium in soil. Potential pathways of exposure from the contaminants at the Property include, but are not limited to, commercial or industrial worker direct contact with soil and human exposure to chemicals in soil and ground water.

Whereas, the Administrative Record is maintained as the file titled, *ASF-Keystone* in the Ohio EPA Northeast District Office, 2120 East Aurora Road, Twinsburg, Ohio 44087; and

Whereas, the implementation of the appropriate use restrictions that restrict land and ground water use at the Property is required to protect human health and the environment and to prevent conditions at the Property from constituting or threatening to cause or contribute to water pollution or soil contamination.

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 real property in Mahoning County, Ohio and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein ("Property").

3. Owner. Amsted Rail Company, Inc. ("Owner") is the owner of the Property. Owner is located at 311 South Wacker Drive, Suite 5300, Chicago, Illinois 60606.

4. Holders. Owner, whose address is listed above, is the holder of this Environmental Covenant.

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

- A. The Property shall not be used for residential, but may be used for 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, elementary and high schools and preschools;
  - (iii) Correctional Facilities
  - (iv) Transient or other residential facilities; and
  - (v) Production of food-chain products by agricultural means for animal or human consumption.

The term "industrial activities" shall include facilities which supply goods or services to the public, and facilities engaged in manufacturing, processing operations and office and warehouse use, including but not limited to production, storage and sales of durable goods and parking/driveway use.

- B. Ground water underlying the Property shall not be extracted or used for any purpose, potable or otherwise, except for investigation, monitoring, or remediation.
- C. In the event that any activity by the holder of an encumbrance on the Property, identified in paragraph 12 below, constitutes a violation of these activity and use restrictions, Owner or Transferee shall notify Ohio EPA

within thirty (30) days of becoming aware of the event, and shall remedy the breach of the covenant within sixty (60) days of becoming aware of the event, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC § 5301.85, subject to amendment or termination as set forth herein. The term "Transferee," as used in this Environmental Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

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 any 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, and to Holder(s) the right of access to the Property for implementation or enforcement of this Environmental Covenant.

9. Compliance Reporting. Owner and any Transferee shall submit to Ohio EPA and Holder(s) on an annual basis a written certification which complies with the requirements of Ohio Administrative Code rule 3745-50-42(B), (C), and (D) that the activity and use limitations remain in place and are being complied with.

10. Recordation of Environmental Covenant. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner shall record, in the office of the Mahoning County Recorder, this Environmental Covenant in the same manner as a deed to the Property, pursuant to ORC § 5301.88. Owner shall certify to Ohio EPA that the Environmental Covenant has been filed for recording, and include with the certification a file and date-stamped copy of the Environmental Covenant.

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

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED \_\_\_\_\_, 20\_\_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE MAHONING COUNTY RECORDER ON \_\_\_\_\_, 20\_\_, IN [DOCUMENT \_\_\_\_\_, or BOOK \_\_\_\_\_, PAGE \_\_\_\_\_]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

The Property shall not be used for residential activities but may be used for 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, elementary and high schools and preschools;
- (iii) Correctional facilities;
- (iv) Transient or other residential facilities; and
- (v) Production of food-chain products by agricultural means for animal or human consumption.

The term "industrial activities" shall include facilities which supply goods or services to the public, and facilities engaged in manufacturing, processing operations and office and warehouse use, including but not limited to production, storage and sales of durable goods and parking/driveway use.

Ground water underlying the Property shall not be extracted or used for any purpose, potable or otherwise, except for investigation, monitoring, or remediation.

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, a legal description of the Property being transferred, a survey map of the Property being transferred, and the closing date of the transfer of ownership of the Property.

12. 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 subject to the interests or encumbrances listed and described in Exhibit B attached hereto, which is fully incorporated by reference herein;
- 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, identified in Exhibit B, described above, that hold any interest (e.g. encumbrance) in 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.

13. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent of all of the following: the Owner or a Transferee, the Holder, and the Ohio EPA, pursuant to ORC § 5301.90 and other applicable law. Amendment means 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. Termination means the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA and the Owner or Transferee and the Holder 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 Mahoning County Recorder's Office, and shall provide a true file and date-stamped copy of the recorded instrument to Ohio EPA.

14. 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.

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

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 Mahoning County Recorder.

17. Distribution of Environmental Covenant. The Owner shall distribute copies 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 Property is located, and any other person designated by Ohio EPA.

18. Notice. Any document or communication required by this Environmental Covenant shall be submitted to:

Ohio Environmental Protection Agency  
Lazarus Government Center  
Division of Environmental Response and Revitalization  
P.O. Box 1049  
Columbus, Ohio 43216-1049

and

Ohio Environmental Protection Agency  
Division of Environmental Response and Revitalization  
Northeast District Office  
2110 East Aurora Road  
Twinsburg, Ohio 44087  
Attn: Mr. Edward D'Amato, DERR, or his successor for the Sebring Landfill  
Facility

and

Amsted Rail Company, Inc.  
Attn: Mr. Robert Ribbing, Manager Environmental Shared Services, or  
his successor  
1700 Walnut Street  
Granite City, Illinois 62040

The undersigned representative of Amsted Rail Company, Inc. represents and certifies that he or she is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

Amsted Rail Company, Inc.

Paul A. Limbach  
Signature of Owner

Paul A. Limbach. C.O.O  
Printed Name and Title

1/16/15  
Date

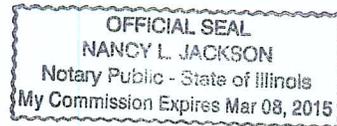
State of Illinois )  
County of Madison )

ss:

Before me, a notary public, in and for said county and state, personally appeared, a duly authorized representative of Amsted Rail Company, Inc., who acknowledged to me that he or she did execute the foregoing instrument on behalf of Amsted Rail Company, Inc.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 6<sup>th</sup> day of January, 2015

Nancy L. Jackson  
Notary Public





Environmental Covenant  
Amsted Rail Company, Inc.  
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EXHIBIT A



PROPERTY

H. M. PETERSON AND ASSOCIATES

Municipal Consultants Civil Engineers - Surveyors

5250 NORTHFIELD ROAD • MAPLE HEIGHTS, OHIO 44137 • TEL. 653-6404  
114 EAST OHIO AVENUE • SEBRING, OHIO 44672 • TEL. 536-2171

January 14, 1970

BHP-6807-421-S33

DESCRIPTION OF 12.485 ACRE TRACT IN SECTION 33, SMITH TOWNSHIP,  
MAHONING COUNTY, OHIO  
FOR  
AMERICAN STEEL FOUNDRIES

Known as and being a part of the North Half of Section 33, Smith Township, Mahoning County, Ohio more particularly bounded and described as follows:

Beginning for the same at an iron pin monument found at the intersection of Lake Park Boulevard and Edwinton Avenue; Thence along the center of Lake Park Boulevard, N. 88° 29' E. 641.80 feet to an iron pin found; Thence S. 1° 31' E. 554.15 feet to an iron pin found; Thence S. 88° 22' W. and passing over an iron pin found on line at 260 feet, 355.60 feet to a point; Thence S. 0° 22' W. 638.83 feet to an iron spike in the center of Hercock Road; Thence along the center of the said road N. 89° 56' W. 304.30 feet to an iron pin found in the center of Edwinton Avenue; Thence along the center of the said road, N. 0° 22' E. 1184.95 feet the place of beginning and containing 12.485 acres of land be the same more or less but subject to all

111111

NO 1271 REC 440

WARRANTY DEED—No. 104 D, (To a Corporation)

THE FIDELITY AND SECURITY CO., INCORPORATED

Knows all Men by these Presents, that SA. HERMIT C. RIFFLE and DOROTHY RIFFLE, husband and wife.

the Grantor

for the consideration of GOOD AND VALUABLE CASH AND TEN & NO/100 Dollars

(\$ 10.00 ) received to the full satisfaction of TRUMSEY VILLAGE MODULE HOME PARK, INC.

the Grantee

whose TAX MAILING ADDRESS will be 847 East Reno Lake Road, N. D., SRIEM Ohio 44460

do give, grant, bargain, sell and convey unto the said Grantee, its successors and assigns, the following described premises situated in the Township of Smith

County of Mahoning and State of Ohio;

And known as and being a part of Section 33 in said Township, County and State, and more particularly described as follows:

Beginning at a point in the East line of Section 33 approximately 1334 feet South of the Northeast corner of said section but nevertheless at the point of intersection of the North line of Hancock Rd. with the East line of Section 33 in the center of Johnson Road; thence West along the North line of Hancock Road 584 feet to the Southwest corner of lands owned by Norman Barnett; thence North along the West line of Barnett property 391 feet to a point on the South line of Taylor Avenue in Quaker Hill Addition; thence West along the South line of Taylor Avenue 776.88 feet to a point; thence North along West line of Quaker Hill Addition 313.2 feet to a point in the center of Lake Park Boulevard; thence West along the center of Lake Park Boulevard 908.9 feet to a tract owned by Alliance Clay Products; thence South along the East line of Alliance Clay Products land 551.14 feet to a point; thence West along Alliance Clay Products land 355.4 feet to a point; thence South along Alliance Clay Land (crossing over 35 feet of the Hancock Road) 1721.38 feet to the half section line; thence East along the half section line and the North line of George Sarbrugg lands 1223.6 feet to a point at the North East corner of Zerbrugg lands; thence North and parallel to the East line of Section 23 and the West lines of Stawhcker and Merrick lands 1889 feet to the Northwest corner of Merrick property at the South line of Hancock Road; thence East along the South line of Hancock Road and North line of Merrick Property 1320 feet to the center line of Johnson Road; thence North along the East line of Section 33 and center of Johnson Road 35 feet to the place of beginning and containing 76 acres more or less but subject to all legal highways.

PRIOR RECORDING REFERENCE IN VOLUME 1270, PAGE 292 COUNTY DEED RECORDS.

TRUMSEY VILLAGE DEPT. BY [Signature]

14.15  
15.15  
15.15

PROP PURCHASED BY TRUMSEY REC 1-3-73

COPY

TOM BERG



# American Steel Foundries

1001 EAST BROADWAY • ALLIANCE, OHIO 44601 • (216) 823-6150

July 7, 1988

Mr. Alex J. Robertson  
Bank One Bldg.  
Alliance, OH 44601

Dear Alex:

Enclosed are two copies of both the legal description and the survey of the tract of land we wish to purchase from Tecumseh Village. Please note the memo provided by Hammontree & Associates LTD, which indicates the survey must be reviewed by the Mahoning County Planning Commission prior to transfer of the land. According to Hammontree, this review is required because the parcel does not have frontage.

RECEIVED  
JUL 12 1988  
OFFICE OF  
GENERAL COUNSEL

Thank You,

Wayne E. Kozikowski

/cam

Enclosures

American Steel Foundries

DATE 7/1/99

Alliance Ohio

SUBJECT: TERRY Bradway

MESSAGE:

Enclosed are six copies of map of Survey J  
of legal descriptions for transfer of property.  
The parcel must be reviewed by the Mahoning Co. Planning  
Commission prior to transfer of the property. They are  
located at 2801 Market St, Youngstown. It should be  
requested to stamp the map of Survey J with "No Plat  
required". You should stress that the property is  
not a building

HAMMONTREE & ASSOCIATES LTD.

Engineers • Planners • Surveyors  
5233 Stoneham Road

NORTH CANTON, OHIO 44720

Canton: 493-8517 Area Code (216) Akron: 633-7274

BY \_\_\_\_\_  
ORIGINATOR-DO NOT WRITE BELOW THIS LINE.

DATE:

REPLY:

Lot and will have frontage when joined  
with your existing property. If you have  
any questions please call.

BY

Larry P. [Signature]

SEND PARTS 1 AND 3 INTACT - PART 1 WILL BE RETURNED WITH REPLY

RL-6343

REPLIER KEEP FOR FILE COPY

HAMMONTREE & ASSOCIATES, LIMITED

*Consulting Engineers - Planners - Surveyors*

R. JAMES HAMMONTREE, P.E., P.S.  
BRUCE M. BAIR, P.E., P.S.  
LAWRENCE D. PHILIPS, P.E., P.S.  
HAROLD L. LAURILA, A.P.A.  
RONALD P. DOHY, P.S.  
GARY L. TOUSSANT, P.S.  
JOSE E. TOLEDO, P.E., P.S.  
JOHN W. FENTON, P.E.  
RICHARD R. COOK, P.E., P.S.

TREEMORE BUILDING  
5233 STONEHAM ROAD  
NORTH CANTON, OHIO 44720

PHONE (216) 499-5817  
FAX (216) 499-0168

MICHAEL L. DECKER, P.S.  
JAMES C. BOLLIBON, P.E.  
GEORGE T. BECKHAM, P.S.  
RICHARD J. FAULHABER, P.E., P.S.  
ROSS A. NICHOLSON, P.E.  
CHARLES F. HAMMONTREE, P.E.

June 29, 1988

DESCRIPTION OF A 2.231 ACRE TRACT

Situated in the Township of Smith, County of Mahoning, State of Ohio, and being part of the Northeast Quarter of Section 33, (T-18, R-5).

Beginning at a railroad spike found at the intersection of the northerly line of Section 33 and the centerline of Edwinton Avenue, a 40 foot public right-of-way; thence  $S00^{\circ}22'00''W$  along the centerline of said Edwinton Avenue, a distance of 367.54 feet to a monument in box found at the intersection of the centerlines of said Edwinton Avenue and Lake Park Boulevard, a 50 foot public right-of-way; thence  $N88^{\circ}46'21''E$  along the centerline of said Lake Park Boulevard, a distance of 640.62 feet to a railroad spike found; thence  $S01^{\circ}17'59''E$  along the west line of a tract of land now or formerly owned by Tecumseh Village Mobile Home Park Inc., a distance of 553.70 feet to a G-1 monument found (passing over a G-1 monument found, on the south right-of-way line of said Lake Park Boulevard, 25 feet from the centerline); thence  $S88^{\circ}39'21''W$  along the west line of a tract of land now or formerly owned by Tecumseh Village Mobile Home Park Inc., a distance of 140.12 feet to a G-1 monument set and the true place of beginning.

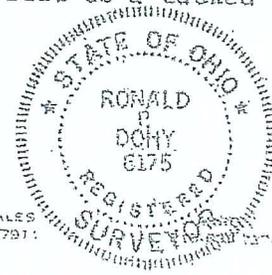
1. Thence  $S01^{\circ}27'39''E$ , a distance of 415.66 feet to a  $3/4''$  aluminum pipe with cap set (passing over a  $1/2''$  rebar with cap set at a distance of 169.86 feet and a  $1/2''$  rebar with cap set at a distance of 295.11 feet);
2. Thence  $S77^{\circ}45'16''W$ , a distance of 233.80 feet to a G-1 monument set on the west line of a tract of land now or formerly owned by Tecumseh Village Mobile Home Park, Inc;
3. Thence  $N00^{\circ}22'00''E$  along the west line of a tract of land now or formerly owned by Tecumseh Village Mobile Home Park Inc., a distance of 460.07 feet to a tacked hub found;

CANTON  
216-499-8817

WINDYBUSH  
305-895-7888

PITTSBURGH  
412-231-2882

LAKE MALES  
813-676-7911



Description of a 2.231 acre tract  
June 29, 1988  
Page two

4. Thence  $N88^{\circ}39'21''E$  along the west line of a tract of land now or formerly owned by Tecumseh Village Mobile Home Park Inc., a distance of 215.00 feet to a G-1 monument set and the true place of beginning (passing over a G-1 monument found at a distance of 95.12 feet).

The above described tract of land encloses and comprises part of a tract that was conveyed to Tecumseh Village Mobile Home Park, Inc. by a deed recorded in Volume 1271, Page 440 and contains 2.231 acres as surveyed by Ronald P. Dohy, P.S. #6175 of Hammontree and Associates, Limited, Engineers and Surveyors of North Canton, Ohio, in June of 1988.

The basis of bearings is  $S00^{\circ}22'00''W$  the centerline of said Edwinton Avenue from a deed recorded in Volume 1115, Page 571.

Environmental Covenant  
Amsted Rail Company, Inc.  
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EXHIBIT B



First American

Schedule BII

## Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No.: 1101-2081576

### EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of the persons in possession of the Land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title, including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

This Commitment for Title Insurance is issued in contemplation of the issuance of a policy, or policies, of title insurance and First American Title Insurance Company or First American Title Insurance Company shall have no obligation outside the terms of this Commitment. Specifically, any title search or examination conducted by First American Title Insurance Company as a basis for issuing this Commitment shall be for the benefit of First American Title Insurance Company and First American Title Insurance Company Only, and does not insure to the benefit of any other party, including any seller, purchaser or lender.

In the event any proposed insured under this Commitment fails to acquire, or elects not to acquire, a final policy prior to the expiration date of the Commitment, said proposed insured shall have no cause of action or recourse against First American Title Insurance Company or First American Title Insurance Company and in no event shall any proposed insured have any claim or cause of action against First

American Title Insurance Company or First American Title Insurance Company based on the title search or examination. By accepting the within Commitment, the proposed insured, along with any other parties to the contemplated transaction, consents to and agrees with the foregoing.

8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. Notwithstanding the reference to acreage or square footage in the description set forth in Schedule A hereof, this commitment/policy does not insure nor guarantee the acreage or quantity of land set forth therein.
10. Coal Lease between Curtis Heacock and Jennie Heacock, as lessor, and M. A. Miller, Sr., as lessee, recorded September 14, 1917 in Volume 23, Page 189, and any subsequent instruments pertinent thereto.
11. Oil and Gas Lease between Curtis Heacock, as lessor, and G. W. Barricklow, as lessee, recorded April 23, 1928 in Volume 39, Page 78, and any subsequent instruments pertinent thereto.
12. Coal Lease between Curtis Heacock, as lessor, and Edward J. Ridsen, as lessee, recorded January 10, 1929 in Volume 40, Page 211, and any subsequent instruments pertinent thereto.
13. Right of way easement from Curtis Heacock in favor of The Natural Gas Company of West Virginia filed for record February 15, 1929 in Volume 40, Page 280 of Mahoning County Records. Subject to the terms and conditions thereof.
14. Oil and Gas Lease between Curtis Heacock, as lessor, and Wm. J. Curn, as lessee, recorded December 5, 1933 in Volume 50, Page 308, and any subsequent instruments pertinent thereto.
15. Oil and Gas Lease between Jeanette Grose aka Jeannette Grose, as lessor, and Magnolia Petroleum Co., as lessee, recorded May 24, 1940 in Volume 63, Page 390, and any subsequent instruments pertinent thereto.
16. Oil and Gas Lease between C. E. Heacock and Ida M. Heacock, as lessor, and Magnolia Petroleum Company, as lessee, recorded October 16, 1940 in Volume 65, Page 244, and any subsequent instruments pertinent thereto.
17. Coal Lease between Clarence E. Heacock and Ida M. Heacock and Jeannette E. Grose, as lessor, and Charles Plate and Lloyd Cusick, as lessee, recorded February 3, 1943 in Volume 67, Page 329, and any subsequent instruments pertinent thereto.
18. Option Lease Agreement between Clarence E. and Mabel Heacock and Jeannette E. Grose and The Lisbon Coal Company, disclosed by instrument recorded March 5, 1953 in Volume 68, Page 335.
19. Oil and Gas Lease between Clarence E. Heacock and Ida M. Heacock and Jeannette E. Grose, as lessor, and The East Ohio Gas Company, as lessee, recorded May 8, 1945 in Volume 70, Page 209, and any subsequent instruments pertinent thereto.
20. Option Lease Agreement between Clarence E. and Mabel Heacock and Jeanette E. Grose Ashley and Frank Ashiey and Arnold Brown, Jr. and The Lisbon Coal Company, disclosed by instrument recorded January 14, 1954 in Volume 91, Page 534.
21. Easement from Alliance Clay Products Company granted to Ohio Edison Company disclosed by instrument recorded in Volume 104, Page 79 December 4, 1958.

22. Agreement between Arnold R. Brown, Jr. and Jeanette E. Ashley fka Jeanette E. Grose and R & T Enterprises, Inc., disclosed by instrument dated April 6, 1959 and recorded in Volume 116, Page 231.
23. Agreement between The Alliance Clay Product Company and R & T Enterprises, Inc., disclosed by instrument dated July 17, 1959 and recorded in Volume 116, Page 240.
24. Agreement between The Alliance Clay Product Company and R & T Enterprises, Inc., disclosed by instrument recorded December 8, 1980 in Volume 121, Page 678.
25. Oil and Gas Lease between Arnold R. Brown, Jr., as lessor, and The Tri-State Producing Co., Inc., as lessee, recorded December 8, 1982 in Volume 131, Page 474, and any subsequent instruments pertinent thereto.
26. Oil and Gas Lease between The Alliance Clay Product Company, as lessor, and All State Oil & Producing Co., Inc., as lessee, recorded September 6, 1966 in Volume 142, Page 677, and any subsequent instruments pertinent thereto.
27. Right of way easement from Arnold R. Brown, Jr. in favor of The East Ohio Gas Company filed for record December 22, 1966 in Volume 143, Page 725 of Mahoning County Records. Subject to the terms and conditions thereof.
28. Easement from Tecumseh Village Mobile Home Park, Inc. granted to Columbia Hydrocarbon Corporation disclosed by instrument recorded in Volume 170, Page 562 May 9, 1974.
29. Easement from Tecumseh Village Mobile Home Park, Inc. granted to Ohio Edison Company disclosed by instrument recorded in Volume 171, Page 970 October 21, 1974.
30. Subject to the items shown in the Warranty Deed from Tecumseh Village Mobile Home Park, Inc., Grantor, to Amsted Industries Incorporated, Grantee, filed for record on February 21, 1989 in Volume 809, Page 286 of Mahoning County Records.
31. Easement from Tecumseh Village Mobile Home Park, Inc. granted to Amsted Industries, Inc. disclosed by instrument recorded in Volume 2754, Page 287 January 2, 1996.
32. Easement from Amsted Industries, Inc. granted to Ohio Edison Company disclosed by instrument recorded in Volume 5518, Page 2180 March 31, 2005.
33. Subject to the items shown in the Warranty Deed from The Alliance Clay Product Company, Grantor, to Amsted Industries Incorporated (American Steel Foundries Division), Grantee, filed for record on April 20, 1967 in Volume 1115, Page 571 of Mahoning County Records.
34. Subject to the items shown in the Warranty Deed from Amsted Industries Incorporated (American Steel Foundries Division), Grantor, to Village of Sebring, Grantee, filed for record on May 29, 1968 in Volume 1198, Page 71 of Mahoning County Records.
35. Subject to the items shown in the Warranty Deed from Amsted Industries Incorporated (American Steel Foundries Division), Grantor, to Walchatibo, Incorporated, Grantee, filed for record on January 28, 1970 in Volume 1198, Page 247 of Mahoning County Records.
36. NOTE: Said Parcels 16-048-003.01, 16-043-034.00 and 16-043-035.00 do not front on a duly dedicated highway.

37. The County Treasurer's Tax Duplicate shows taxes for Parcel No. 160430033000 in the name of Amsted Indus Inc.

Taxes for the first half of 2013 in the amount of \$5672.36 (\$5156.69 net taxes, \$515.67 penalty and \$1.63 Emergency 911) are paid.

Taxes for the second half of 2013 in the amount of \$5158.17 (\$5156.69 net taxes and \$1.48 - Emergency 911) are paid.

The County Treasurer's Tax Duplicate shows taxes for Parcel No. 160430034000 in the name of Amsted Indus Inc.

Taxes for the first half of 2013 in the amount of \$21.53 (\$19.57 net taxes and \$1.96 penalty) are paid.

Taxes for the second half of 2013 in the amount of \$19.57 are paid.

The County Treasurer's Tax Duplicate shows taxes for Parcel No. 160430035000 in the name of Amsted Indus Inc.

Taxes for the first half of 2013 in the amount of \$21.97 (\$19.97 net taxes and \$2.00 penalty) are paid.

Taxes for the second half of 2013 in the amount of \$19.97 are paid.

The County Treasurer's Tax Duplicate shows taxes for Parcel No. 160480003010 in the name of Amsted Industries Inc.

Taxes for the first half of 2013 in the amount of \$64.64 (\$58.76 net taxes and \$5.88 penalty) are paid.

Taxes for the second half of 2013 in the amount of \$58.76 are paid.

Taxes for the year 2014, amount undetermined, are a lien, but are not yet due and payable. Special Taxes and Assessments of any kind, if any.

Additions or abatements if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in the valuation.

NOTE: Delinquent sewer bills, water bills, charges for weed cutting, cleaning up trash and other nuisance abatement charges may become a lien on the real estate. No liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these charges, if any.



*First American*

ISSUED BY

First American Title Insurance Company

Exhibit A

File No.: 1101-2081576

The land referred to herein below is situated in the Township of Smith, County of Mahoning, State of Ohio, and is described as follows:

PARCEL NO. 1:

SITUATED IN TOWNSHIP OF SMITH, COUNTY OF MAHONING AND STATE OF OHIO:

KNOWN AS AND BEING A PART OF THE NORTH HALF OF SECTION 33, (TP. 18N., R. 5 W.), SMITH TOWNSHIP, MAHONING COUNTY, OHIO. BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING FOR THE SAME AT THE NORTH WEST CORNER OF THE NORTH EAST QUARTER OF THE SAID SECTION; THENCE SOUTH 89° 53' EAST, WITH THE NORTH LINE OF THE SAID QUARTER SECTION, 1318.9 FEET TO AN IRON PIN AT THE HALF-QUARTER SECTION CORNER; THENCE SOUTH 3° 10' EAST, WITH THE HALF-QUARTER SECTION LINE, 319.8 FEET TO THE CENTER OF LAKE PARK BOULEVARD; THENCE SOUTH 88° 29' WEST, WITH THE CENTER OF LAKE PARK BOULEVARD, 908.9 FEET TO AN IRON PIN; THENCE, SOUTH 1° 31' EAST, 554.15 FEET TO AN IRON PIN; THENCE, SOUTH 88° 29' WEST, 355.4 FEET; THENCE, SOUTH 0° 22' WEST, 1721.35 FEET TO AN IRON PIN ON THE SOUTH LINE OF THE SAID QUARTER SECTION; THENCE, NORTH 89° 30' WEST, 96.4 FEET TO AN IRON PIN AT THE SOUTH WEST CORNER OF THE SAID QUARTER SECTION; THENCE, CONTINUING, NORTH 89° 30' WEST, WITH THE SOUTH LINE OF THE NORTH WEST QUARTER OF THE SAID SECTION 33, 427.9 FEET TO AN IRON PIN; THENCE NORTH 0° 22' EAST, 947.3 FEET TO AN IRON PIN AT THE SOUTH WEST CORNER OF A 5.9 ACRE TRACT OWNED BY THE VILLAGE OF SEBRING; THENCE, NORTH 88° 30' 30" EAST, 220.0 FEET TO AN IRON PIN AT THE SOUTH EAST CORNER OF THE SAID 5.9 ACRE TRACT; THENCE, NORTH 0° 22' EAST, WITH THE CENTER OF EDWINTON AVENUE EXTENDED AND EDWINTON AVENUE, 1652.83 FEET TO AN IRON PIN ON THE NORTH LINE OF THE SAID QUARTER SECTION; THENCE, SOUTH 89° 53' EAST, WITH THE QUARTER SECTION LINE, 210.8 FEET TO THE PLACE OF BEGINNING AND CONTAINING 37.214 ACRES OF LAND, BE THE SAME MORE OR LESS BUT SUBJECT TO ALL LEGAL HIGHWAYS.

A SURVEY OF THIS PROPERTY WAS MADE BY W. D. SPONSELLER.

EXCEPTION 1

AND KNOWN AS AND BEING A PART OF THE NORTH HALF OF SECTION 33, SMITH TOWNSHIP, MAHONING COUNTY, OHIO, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING FOR THE SAME AT THE CENTER OF SECTION 33; THENCE ALONG THE QUARTER SECTION LINE N. 89° 30' W. 427.90 FEET TO AN IRON PIN; THENCE N 0° 22' E. 947.30 FEET TO AN IRON PIN; THENCE ALONG THE SOUTH LINE OF LAND OF THE VILLAGE OF SEBRING N 88° 30' 30" E. 220.00 FEET TO AN IRON PIN; THENCE N. 0° 22' E. 125.08 FEET TO AN IRON PIN AT THE INTERSECTION OF THE CENTER LINES OF EDWINTON AVENUE AND HEACOCK COAL ROAD; THENCE ALONG THE CENTER OF HEACOCK COAL ROAD S. 89° 56' E. 304.30 FEET TO AN IRON PIN; THENCE S. 0° 22' W. 1083.00 FEET TO AN IRON PIN ON THE QUARTER SECTION LINE; THENCE ALONG THE QUARTER SECTION LINE N. 89° 30' W. 96.40 FEET TO THE PLACE OF BEGINNING AND CONTAINING 12.356 ACRES OF LAND BE THE SAME MORE OR LESS BUT SUBJECT TO ALL LEGAL HIGHWAYS AND ANY OTHER RIGHTS OF WAY OF RECORD.

NOTE: THIS DEED IS GIVEN WITH THE SPECIFIC UNDERSTANDING OF THE PARTIES THAT THE REMAINDER OF THE TRACT RETAINED BY THE GRANTOR ADJACENT TO THE TRACT CONVEYED WILL BE USED BY THE GRANTOR FOR THE DUMPING AND FILL OF FACTORY REFUSE, AND THE GRANTEE ACCEPTS THIS DEED WITH THE KNOWLEDGE OF THE SAME, AND WAIVES FOR ITSELF OR ITS SUCCESSORS AND ASSIGNS OF THE TRACT CONVEYED, ANY COMPLAINT OR OBJECTION TO THE CONTINUED USE OF SAID ADJACENT TRACT FOR SUCH PURPOSES.

EXCEPTION 2

SITUATED IN THE TOWNSHIP OF SMITH, COUNTY OF MAHONING AND STATE OF OHIO:

KNOWN AS AND BEING A PART OF THE NORTH HALF OF SECTION 33, SMITH TOWNSHIP, MAHONING COUNTY, OHIO MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING FOR THE SAME AT AN IRON PIN MONUMENT FOUND AT THE INTERSECTION OF LAKE PARK BOULEVARD AND EDWINTON AVENUE; THENCE ALONG THE CENTER OF EDWINTON AVENUE, N. 0° 22' E. 367.80 FEET TO AN IRON PIN FOUND ON THE NORTH LINE OF THE SAID SECTION 33; THENCE ALONG THE NORTH LINE OF THE SAID SECTION 33, S. 89° 43' 20" E. 1530.15 FEET TO AN IRON PIN FOUND; THENCE S. 3° 10' E. 319.80 FEET TO AN IRON SPIKE IN THE CENTER OF LAKE PARK BOULEVARD; THENCE ALONG THE CENTER OF LAKE PARK BOULEVARD, S. 88° 29' W. 1550.70 FEET TO THE PLACE OF BEGINNING AND CONTAINING 12.150 ACRES OF LAND BE THE SAME MORE OR LESS BUT SUBJECT TO ALL LEGAL HIGHWAYS AND ANY OTHER RIGHTS OF WAY OF RECORD.

SURVEYED BY R. A. STUDDT, REG. SUR. #4365, OHIO.

PARCEL NO. 2:

SITUATED IN THE TOWNSHIP OF SMITH, COUNTY OF MAHONING, STATE OF OHIO, AND BEING PART OF THE NORTHEAST QUARTER OF SECTION 33, (T-18, R-5). BEGINNING AT A RAILROAD SPIKE FOUND AT THE INTERSECTION OF THE NORTHERLY LINE OF SECTION 33 AND THE CENTERLINE OF EDWINTON AVENUE, A 40 FOOT PUBLIC RIGHT OF WAY; THENCE S. 00° 22' 00" W. ALONG THE CENTERLINE OF SAID EDWINTON AVENUE, A DISTANCE OF 367.54 FEET TO A MONUMENT IN BOX FOUND AT THE INTERSECTION OF THE CENTERLINES OF SAID EDWINTON AVENUE AND LAKE PARK BOULEVARD, A 50 FOOT PUBLIC RIGHT OF WAY; THENCE N. 88° 46' 21" E. ALONG THE CENTERLINE OF SAID LAKE PARK BOULEVARD, A DISTANCE OF 640.62 FEET TO A RAILROAD SPIKE FOUND; THENCE S. 01° 07' 59" E. ALONG THE WEST LINE OF A TRACT OF LAND NOW OR FORMERLY OWNED BY TECUMSEH VILLAGE MOBILE HOME PARK INC., A DISTANCE OF 553.70 FEET TO A G-1 MONUMENT FOUND (PASSING OVER A G-1 MONUMENT FOUND, ON THE SOUTH RIGHT OF WAY LINE OF SAID LAKE PARK BOULEVARD, 35 FEET FROM THE CENTERLINE); THENCE S. 88° 39' 21" W. ALONG THE WEST LINE OF A TRACT OF LAND NOW OR FORMERLY OWNED BY TECUMSEH VILLAGE MOBILE HOME PARK INC., A DISTANCE OF 140.12 FEET TO A G-1 MONUMENT SET AND THE TRUE PLACE OF BEGINNING, THENCE S. 01° 27' 39" E., A DISTANCE OF 415.66 FEET TO A ¾" ALUMINUM PIPE WITH CAP SET (PASSING OVER A ½" REBAR WITH CAP SET AT A DISTANCE OF 169.86 FEET AND A ½" REBAR WITH CAP SET AT A DISTANCE OF 295.11 FEET); THENCE S. 77° 45' 16" W., A DISTANCE OF 233.80 FEET TO A G-1 MONUMENT SET ON THE WEST LINE OF A TRACT OF LAND NOW OR FORMERLY OWNED BY TECUMSEH VILLAGE MOBILE HOME PARK, INC.; THENCE N. 00° 22' 00" W. ALONG THE WEST LINE OF A TRACT OF LAND NOW OR FORMERLY OWNED BY TECUMSEH VILLAGE MOBILE HOME PARK, INC., A DISTANCE OF 460.07 FEET TO A TACKED HUB FOUND; THENCE N. 88° 39' 21" E. ALONG THE WEST LINE OF A TRACT OF LAND NOW OR FORMERLY OWNED BY TECUMSEH VILLAGE MOBILE HOME PARK, INC., A DISTANCE OF 215.00 FEET TO A G-1 MONUMENT SET AND THE TRUE PLACE OF BEGINNING (PASSING OVER A G-1 MONUMENT FOUND AT A DISTANCE OF 95.12 FEET). THE ABOVE DESCRIBED TRACT OF LAND ENCLOSES AND COMPRISES PART OF A TRACT THAT WAS CONVEYED TO TECUMSEH VILLAGE MOBILE HOME PARK, INC. BY A DEED RECORDED IN VOLUME 1271, PAGE 440 AND CONTAINS 2.231 ACRES AS SURVEYED BY RONALD P. DOHY, P.S. #6175 OF HAMMONTREE AND ASSOCIATES, LIMITED, ENGINEERS AND SURVEYORS OF NORTH CANTON, OHIO IN JUNE 1988. THE BASIS OF BEARINGS IS S. 00° 22' 00" W. THE CENTERLINE OF SAID EDWINTON AVENUE FROM A DEED RECORDED IN VOLUME 1115, PAGE 571.