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Filed for Record in TUSCARAWAS County, OH
Lori L. Smith, Recorder Rec Fees: \$138.00
DEED
OR Vol 1596 Pgs 5434 - 5448

**To be recorded with Deed Records
- ORC § 317.08**

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by TREMCAR USA 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 described in section 2 herein ("the Property"), located at 436 12th Street, Strasburg, Ohio, to the activity and use limitations set forth herein.

WHEREAS, Owner is the owner of certain real property consisting of a parcel of land approximately 6.755 acres in size situated in Tuscarawas County, Ohio, and legally described in Exhibit A hereto (collectively referred to herein as the "Property"); the Property is used for manufacturing and repair of tank trailers. The principal contaminants of concern at the TREMCAR facility were paint waste related materials consisting of metals and volatile organic chemicals, that were released into two hazardous waste units (units) consisting of the paint room and the soils outside the paint room.

WHEREAS, TREMCAR closed the areas pursuant to Director's Final Findings and Orders (DFFOs) that were issued June 24, 2014, and a revised closure plan that was approved on May 13, 2015.

WHEREAS, The approved closure plan required closure of the two units through investigation and remediation activities at the Property. Investigation activities performed on the Property confirmed the presence of VOCs (ethylbenzene and methylene chloride) contamination in soil above concentration levels for unrestricted land use. The owner has agreed to restrict residential land use.

On October 30, 2019, closure certification was submitted for the Property demonstrating the Property meets the closure performance standards;

WHEREAS, an environmental covenant to restrict the property to commercial/industrial use was determined sufficient to protect human health risk associated with the Property; and

WHEREAS, the administrative record of the closure activities is maintained as the file entitled "(TREMCAR USA Inc)" RCRA ID number OHD085231579 at the Ohio EPA Southeast District Office, 2195 Front Street, Logan, Ohio 43138.

Now therefore, Owner (TREMCAR USA Inc) 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 6.755-acre tract of real property; parcel currently numbered 23-00997-000 and located at 436 12th Street, Strasburg, Ohio, and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein ("Property").
3. Owner. This Property is owned by (TREMCAR USA Inc) ("Owner"), who is located at 436 12th Street, Strasburg, Tuscarawas County, Ohio, 44680.
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 closure and corrective action for the release of hazardous waste and constituents at the Property, Owner hereby imposes and agrees to comply with the following activity and use limitations until this Environmental Covenant is amended or terminated in accordance with paragraph 12 below:

The Property shall not be used for residential 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, preschools and (K-12) educational facilities;
- (iii) Correctional facilities;
- (iv) Transient or other residential facilities; and
- (v) Production of food-chain products by agricultural means for animal or human consumption.

If any event or action by or on behalf of a person who owns an interest in or holds an encumbrance on the Property, identified in paragraph 11 below, constitutes a breach of the activity and use limitations, Owner or Transferee shall notify Ohio EPA within thirty (30) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within sixty (60) days of becoming aware of the event or action, 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, 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. 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 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 any Transferee shall annually submit to Ohio EPA, before June 1st of each year, written documentation, which complies with the requirements of Ohio Administrative Code rule 3745-50-42(B)-(D), verifying that the activity and use limitations set forth herein remain in place and are being complied with in accordance with this Environmental Covenant.

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 _____, 20__ J
RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE
TUSCARAWAS 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. 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, preschools and (K-12) educational "facilities;
- (iii) Correctional facilities;
- (iv) Transient or other residential facilities; and
- (v) Production of food-chain products by agricultural means for animal or human consumption.

Owner or Transferee, if applicable, shall notify Ohio EPA within ten (10) 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 which, to the best of Owner's knowledge, is free and clear of 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, if applicable, notified such persons of the Owner's intention to enter into this 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 Director of the Ohio EPA, pursuant to ORC § 5308.82 and 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 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 Stark County Recorder's Office. 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.

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 Tuscarawas 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 other signatories to the Environmental Covenant; and Tuscarawas County.

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

As to Ohio EPA:

Division of Environmental Response and Revitalization
Ohio EPA - Central Office
Lazarus Government Center
Division of Environmental Response and Revitalization
PO Box 1049
Columbus, Ohio 43216-1049
Attn: DERR Records Management Officer

Or, send electronically to: records@epa.state.oh.us

And

Ohio EPA – Southeast District Office, 2195
Front Street, Logan, Ohio 43138
Attn: DERR Site Coordinator for TREMCAR USA Inc.


As to Owner:

TREMCAR USA Inc.,
436 12th Street, Strasburg, Ohio, 44680

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

IT IS SO AGREED:

TREMCAR USA Inc.


Signature of Owner

ANNIE TREMBAY VP Executive
Printed Name and Title

Date November 15th, 2019.

State of OHIO


County of TUSCARAWAS

ss:

Before me, a notary public, in and for said county and state, personally appeared Annie Trembay, a duly authorized representative of Tremcar USA Inc., who acknowledged to me that he did execute the foregoing instrument on behalf of Owner.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 15 day of November, 2019.

Notary Public


Comm: 99:07
Exp: 5-30-2021

OHIO ENVIRONMENTAL PROTECTION AGENCY

Laurie A. Stevenson
Laurie A. Stevenson, Director

12/2/15
Date

State of Ohio)
)
County of Franklin) ss:

Before me, a notary public, in and for said county and state, personally appeared, Laurie A. Stevenson, the Director of Ohio EPA. who acknowledged to me that she did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 2ND day of DECEMBER, 2019.

Charma Diane Casteel
Notary Public

CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES

May 10, 2024



This instrument prepared by:

Sarah M. Miles
Ohio EPA — Legal Office
50 West Town Street
Columbus, OH 43215

TRANSFERRED

TRANSFER FEE 1.00
CONVEYANCE EXAMINED
SEC. 319-202 R.C. COMPLIED WITH

APR 09 2013

AMT 0
LARRY LINDBERG
Tuscarawas County Auditor

201300004365
Filed for Record in
TUSCARAWAS COUNTY, OH
LORI L SMITH, RECORDER
04-09-2013 At 12:40 pm.
WARRANTY D 68.00
OR Volume 1418 Page 519 - 525



GENERAL WARRANTY DEED

TREMCAR U.S.A., INC., a New Hampshire Corporation, for valuable consideration paid, grants with general warranty covenants to TREMCAR U.S.A. INC., whose tax-mailing address is 436-12th Street, NE, Strasburg, OH 44680, the following REAL PROPERTY:

SEE DESCRIPTION ATTACHED HERETO AS EXHIBIT "A".

Parcel #23-00095.000, ~~23-00096.000~~ and 23-00997.000.

Prior Instrument Reference: Vol. 1196, Page 846 and Vol. 1382, Page 558, Tuscarawas County Official Records.

Subject to all matters of record, including, but not limited to:

Right of way to John Garber dated June 12, 1896, acknowledged April 24, 1897, August 2, 1897 and January 27, 1898, received for record February 33, 1898 at 1:20 p.m. and recorded in Volume 127, Page 34 of the Tuscarawas County Deed Records

Easement to the Ohio Power Company dated August 18, 1931, received for record September 12, 1931 at 9:20 a.m. and recorded in Volume 214, Page 266 of the Tuscarawas County Deed Records.

Easement to the Ohio Power Company dated February 5, 1941, acknowledged February 26, 1941, received for record July 7, 1941 at 11:15 a.m. and recorded in Volume 237, Page 388 of the Tuscarawas County Deed Records.

Right of way to Charles H. Fyre dated June 8, 1937, acknowledged July 31, 1943, and August 3, 1943, received for record September 10, 1943 at 8:10 a.m. and recorded in Volume 261, Page 81 of the Tuscarawas County Deed Records.

Right of way to the Ohio Fuel Gas Company dated June 13, 1958, received for record September 10, 1958 at 9:57 a.m. and recorded in Volume 384, Page 391 of the Tuscarawas County Deed Records.

Easement to Ohio Power Company dated February 13, 1962, received for record February 28, 1962 at 10:30 a.m. and recorded in Volume 412, Page 292 of the Tuscarawas County Deed Records.

Easement to the Village of Strasburg dated December 20, 1973, received for

record December 28, 1973, and recorded in Volume 503, Page 202 of the Tuscarawas County Deed Records.

Easement to the Village of Strasburg acknowledged January 25, 1974, February 5, 1974 received for record April 24, 1974, and recorded in Volume 15, Page 60 of the Tuscarawas County Plat Records.

Easement to the Ohio Power Company dated March 22, 1976, received for record May 11, 1976 at 11:03 a.m. and recorded in Deed Volume 520, Page 943 of the Tuscarawas County Deed Records.

Easement as set forth in Warranty Deed dated February 10, 1999, received for record June 3, 1999 at 1:13 p.m. and recorded in Volume 745, Page 318 of the Tuscarawas County Deed Records.

Oil and gas lease by and between International Tank Trailer, Inc., and Floyd E. Kimble dated September 7, 1982, received for record January 20, 1983 at 12:26 p.m. and recorded in Volume 116, Page 414 of the Tuscarawas County Lease Records. No further examination has been made under the above instrument.

Executed this 15 day of February, 2013.

TREMCAR U.S.A., INC., a New Hampshire Corporation

JACQUES TREMBLAY
By: Jacques Tremblay
Its: PRESIDENT

STATE OF OHIO, COUNTY OF TUSCARAWAS: SS

BE IT REMEMBERED, that on this 15th day of February, 2013, before me, the subscriber, a notary public in and for said state, personally came TREMCAR U.S.A., INC., a New Hampshire Corporation, by Jacques Tremblay, Its President, the Grantor in the foregoing deed, and acknowledged the signing thereof to be _____ voluntary act and deed personally and as such officer.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and

affixed my seal on the day and year last aforesaid.



JONATHAN MIZER
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.



Notary Public

Prepared by: Jonathan C. Mizer
Kyler, Pringle, Lundholm & Durmann, L.P.A.
New Philadelphia, Ohio 44663

EXHIBIT "A"

TRACT #1

Situated in the Village of Strasburg, County of Tuscarawas and State of Ohio.

Being a 6.755 acre parcel of land located in part of the Northeast and Southeast Quarters of Section 19, Township 10, Range 3 and being all of a 6.780 acre parcel of land as conveyed to TREMCAR U.S.A., Inc. by a deed recorded in Volume 1196, Page 846 of the Tuscarawas County Deed Records, Auditor's Parcel No. 23-00997.000, and being more fully described as follows:

Beginning at an iron pin (found 5/8") at a corner of said 6.755 acre parcel, being a corner of said 6.780 acre parcel, a point in the southerly line of a 5.02 acre parcel as conveyed to Strasburg Real Estate, LLC by a deed recorded in Volume 1244, Page 804 of the Tuscarawas County Deed Records, being the northwesterly corner of a 1.500 acre parcel as conveyed to Kathleen Metzger by a deed recorded in Volume 1041, Page 1792 of the Tuscarawas County Deed Records, from which the southeasterly corner of the Northeast Quarter of Section 19 bears S 86° 02' 42" E, passing an iron pin (found 3/4) at 179.45 feet, a total of 209.40 feet for reference;

Course No. 1 Thence, from said beginning, S 03° 41' 00" W, with a easterly line of said 6.755 acre parcel, an easterly line of said 6.780 acre parcel, and the westerly line of said 1.500 acre parcel, 310.38 feet to an iron pin (found 5/8"), being a point in the northerly line of a 0.886 acre parcel as conveyed to Christine M. Lance and William H. Harper by a deed recorded in Volume 1194, Page 1118 of the Tuscarawas County Deed Records;

Course No. 2 Thence, N 85° 23' 05" W, with the southerly line of said 6.755 acre parcel, the southerly line of said 6.780 acre parcel, and the northerly line of said 0.886 acre parcel, 126.33 feet to an iron pin (found 5/8" bent), being the southwest corner of said 6.755 acre parcel, the southwest corner of said 6.780 acre parcel, the northwesterly corner of said 0.886 acre parcel, and a point in the northeasterly line of a parcel as conveyed to R. J. Corman Railroad Company/Cleveland Line by a deed recorded in Volume 691, Page 351 of the Tuscarawas County Deed Records;

Course No. 3 Thence, N 27° 20' 18" W, with a westerly line of said 6.755 acre parcel, a westerly line of said 6.780 acre parcel, and the said northeasterly line of the railroad parcel, passing an iron pin (found 'SMITH') at 361.49 feet, being a point in the Quarter Sectional line, passing an iron pin (found 'SMITH') at 1088.95 feet, a total of 1124.29 feet to a point in the centerline of Twelfth Street (60 foot width);

Course No. 4 Thence, S 85° 26' 08" E, with the northerly line of said 6.755 acre parcel, the northerly line of said 6.755 acre parcel, and said centerline, 561.18 feet to a spike (found), being a northerly corner of said 6.755 acre parcel, a northerly corner of said 6.780 acre parcel, a point in said centerline, being the northwesterly corner of a 5.02 acre parcel as conveyed to Strasburg Real Estate, LLC by a deed recorded in Volume 1244, Page 804 of the Tuscarawas County Deed Records;

Course No. 5 Thence, S 03° 38' 09" W, with a easterly line of said 6.755 acre parcel, a easterly line of said 6.780 acre parcel, and the westerly line of the aforementioned 5.02 acre parcel, 30.00 feet to a spike (found), being a corner of said 6.755 acre parcel, a corner of said 6.780 acre parcel, a point in the westerly line of said 5.02 acre parcel and the northeasterly corner of a 0.21 acre parcel as conveyed to Strasburg Real Estate, LLC by a deed recorded in Volume 1244, Page 804 of the Tuscarawas County Deed Records;

Course No. 6 Thence, N 85° 30' 27" W, with a easterly line of said 6.755 acre parcel, a easterly line of said 6.780 acre parcel, and the northerly line of said 0.21 acre parcel, 15.04 feet to a spike (found in concrete), being a corner of said 6.755 acre parcel, a corner of said 6.780 acre parcel, and the northwesterly corner of said 0.21 acre parcel;

Course No. 7 Thence, S 03° 47' 20" W, with a easterly line of said 6.755 acre parcel, a easterly line of said 6.780 acre parcel, and the westerly line of said 0.21 acre parcel, 615.99 feet to an iron pin (found 3/4"), being a corner of said 6.755 acre parcel, a corner of said 6.780 acre parcel, the southwest corner of said 0.21 acre parcel, and a point in the Quarter Sectional line;

Course No. 8 Thence, S 86° 02' 54" E, with a southerly line of said 6.755 acre parcel, a southerly line of said 6.780 acre parcel, the southerly line of said 0.21 acre parcel, and with the Quarter sectional line, 160.77 feet to the Point of Beginning, containing 6.755 acres, (294,245 square feet), more or less, being 5.196 acres in the Northeast Quarter and 1.559 acres in the Southeast Quarter of Section 19, and being all of Auditor's Parcel No. 23-00997.000, and being subject to all legal highways, easements, reservations and restrictions of record.

Bearings are based on the quarter sectional line, being N 86° 02' 54" W, assumed. All iron pins set are 30" x 3/4" steel rod with plastic cap stamped "DIVERSIFIED ENGINEERING".

Description prepared from a field survey under the direction of Thomas E. Snyder, Professional Surveyor No. 6651 in February, 2012.

Parcel #23-00997.000

Prior Instrument Reference: Vol. 1196, Page 846, Tuscarawas County Official Records

TRACT #2

Situated in the Village of Strasburg, County of Tuscarawas and State of Ohio.

Being a 1.498 acre parcel of land located in part of the Southeast Quarter of Section 19, Township 10, Range 3 and being all of a 1.500 acre parcel of land as conveyed to Kathleen Metzger by a deed recorded in Volume 1041, Page 1792 of the Tuscarawas County Deed Records, Auditor's Parcel No. 23-00096.000 and 23-00095.000, and being more fully described as follows:

Beginning at the northeasterly corner of said 1.498 acre parcel, being the northeasterly corner of said 1.500 acre parcel, the southeasterly corner of a 5.02 acre parcel as conveyed to Strasburg Real Estate, LLC by a deed recorded in Volume 1244, Page 804 of the Tuscarawas County Deed Records, being a point in the westerly line of a 136.039 acre parcel to Ground Zero Enterprises, LLC by a deed recorded in Volume 1345, Page 974 of the Tuscarawas County Deed Records, being the northeasterly corner of said Southeast Quarter and being a point in Zeltman Avenue, NE (45 foot width);

Course No. 1 Thence, from said beginning, S 03° 41' 09" W, with a easterly line of said 1.498 acre parcel, an easterly line of said 1.500 acre parcel, the westerly line of said 136.039 acre parcel, the westerly line of a 3.000 acre parcel as conveyed to EBG Real Estate Holdings by a deed recorded in Volume 1084, Page 295 of the Tuscarawas County Deed Records, the easterly line of said Southeast Quarter, and a line in Zeltman Avenue NE, 312.80 feet to a point, being the southeasterly corner of said 1.498 acre parcel, the southeasterly corner of said 1.500 acre parcel, a point in the westerly line of said 3.000 acre parcel, the northeasterly corner a 0.886 acre parcel as conveyed to Christine M. Lance and William H. Harper by a deed recorded in Volume 1194, Page 1118 of the Tuscarawas County Deed Records, and a point in Zeltman Avenue, NE;

Course No. 2 Thence, N 85° 23' 05" W, with the southerly line of said 1.498 acre parcel, the southerly line of said 1.500 acre parcel, and the northerly line of said 0.886 acre parcel passing an iron pin (found 5/8") at 20.06 feet for reference, 209.41 feet to an iron pin (found 5/8"), being the southwest corner of said 1.498 acre parcel, the southwest corner of said 1.500 acre parcel, a point in the northerly line of said 0.886 acre parcel, and the southeasterly corner of a 6.780 acre parcel as conveyed to TREMCAR U.S.A., Inc. by a deed recorded in Volume 1196, Page 846 of the Tuscarawas County Deed Records;

Course No. 3 Thence, N 03° 41' 00" E, with a westerly line of said 1.498 acre parcel, a westerly line of said 1.500 acre parcel, and the easterly line of said

6.780 acre parcel, 310.38 feet to an iron pin (found 5/8"), being the northwesterly corner of said 1.498 acre parcel, the northwesterly corner of said 1.500 acre parcel, a northeasterly corner of said 6.780 acre parcel, a point in the southerly line of aforesaid 5.02 acre parcel, and a point in the northerly line of said Southeast Quarter;

Course No. 4 Thence, S 86° 02' 54" E, with the northerly line of said 1.498 acre parcel, the northerly line of said 1.500 acre parcel, the southerly line of said 5.02 acre parcel, and the northerly line of said Southeast Quarter, passing an iron pin (found 3/4) at 179.45 feet for reference, 209.40 feet to the Point of Beginning, containing 1.498 acres, (65,244 square feet), more or less, and being all of Auditor's Parcel No. 23-00095.000 and 23-00096.000, and being subject to all legal highways, easements, reservations and restrictions of record.

Bearings are based on the quarter sectional line, being N 86° 02' 54" W, assumed. All iron pins set are 30" x 3/4" steel rod with plastic cap stamped "DIVERSIFIED ENGINEERING".

Description prepared from a field survey under the direction of Thomas E. Snyder, Professional Surveyor No. 6651 in February, 2012.

Parcel # 23-00095.000 (Combined from Parcels 23-00096.000 and 23-0095.000)

Prior Instrument Reference: Vol. 1041, Page 1792, Tuscarawas County Official Records

TREMCAR
PICKUP

Inst #201900012244

