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

AFFIDAVIT

STATE OF OHIO )
COUNTY OF FRANKLIN )

Before me, the subscriber, a Notary Public in and for the State of Ohio, personally appeared Tonya R. Lassiter, who, being duly sworn according to law, deposes and says that: (i) she is employed as a records management officer in the Legal Office of the Ohio Environmental Protection Agency ("Ohio EPA") and, as such, is authorized to sign this Affidavit on behalf of Ohio EPA; and (ii) the attached document is a true and correct copy of Environmental Covenant for Waste Management of Ohio issued by the Director, and entered in the Ohio EPA Director's Journal on August 6, 2018, regarding property known as Vickery Environmental, located at 3956 State Route 42, Vickery, Sandusky County, Ohio and further described in the attached Environmental Covenant.

Tonya R. Lassiter  
Records Management Officer  
Ohio EPA Legal Office

Sworn to and subscribed before me, a Notary Public in and for the State of Ohio, this 6th day of August, 2018.

Notary Public  
State of Ohio

Permanent Commission  
No expiration, R.C. 147.03

This instrument prepared by:

Sarah M. Miles, Attorney  
Ohio EPA Legal Office  
P.O. Box 1049  
Columbus, Ohio 43216-1049

20180005296  
Filed for Record in  
SANDUSKY COUNTY, OHIO  
COLLEEN CARMACK  
08-24-2018 AT 09:22 AM,  
PROTECT/OV 212.00  
OR Book 203 Page 1200 - 1224
ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Waste Management of Ohio, Inc., as successor-in-interest by merger with C W M Holdings, Inc. ("WMOH") and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting a portion of the Property described herein ("the Property") to the activity and use limitations set forth herein.

This Environmental Covenant requires current and future Property owners to meet certain requirements, including, but not limited to:

- Comply with the activity and use limitations given by paragraph 5 that limit the activity and use of Parcel A, Parcel B, and Parcel C to industrial land use and prohibits new building construction in Parcel B and Parcel C.
- Provide an annual compliance report to Ohio EPA by June 1 of each year, as required by paragraph 9, describing that the Property continues to be used in compliance with the activity and use limitations.
- Give notice to new property owners (also known as "transferees") upon conveyance, as required by paragraph 10, of the activity and use limitations and the recorded location of this Environmental Covenant.
- Notify Ohio EPA within 10 days of each conveyance, as required by paragraph 10, of the property that was conveyed and new owner's contact information.

WHEREAS, WMOH is the owner of approximately 510 acres of real property in Sandusky County at 3956 State Route 412 in Vickery, Ohio at which it is a permitted treatment, storage, and disposal (TSD) facility which provides for the treatment, storage, and disposal of liquid hazardous wastes, most commonly pickle liquors, acid wastes, and caustic wastes. Vickery Environmental, Inc. (Vickery) is the operator of the Property.

WHEREAS, this Environmental Covenant concerns three areas, Parcel A, Parcel B, and Parcel C, (as defined in Paragraph 2 below) located within a portion of WMOH's overall 510 acres of property.
WHEREAS, Parcel A covers the combined extent of 31 waste management units (WMUs), eight areas of concern (AOC) and several miscellaneous areas.

WHEREAS, Parcel B covers the combined extent of Stabilized Waste Area (SWA) 1, which collectively include WMUs 1, 2, 3, 8, and 16. In addition to the waste being stabilized, SWA-1 has a clay cap.

WHEREAS, Parcel C covers the combined extent of SWA 2, which collectively include WMUs 6 and 9. In addition to the waste being stabilized, SWA-2 has a clay cap.

WHEREAS, on May 7, 2013, Ohio EPA received a Corrective Measures Study (CMS) Final Report that summarized the CMS investigation, evaluated various remedial alternative and recommended remedies to address unacceptable risk to human health and the environment. The recommended remedies for the various WMUs and AOCs in Parcel A, Parcel B, and Parcel C relied, in part, on an industrial exposure pathway to meet the human health and risk standards. Ohio EPA reviewed the document and approved it on October 28, 2013.

WHEREAS, on May 19, 2017, Ohio EPA issued a Modified Ohio Hazardous Waste Facility Installation and Operation Permit that authorizes Vickery to incorporate Ohio EPA-selected remedies into the permit's terms and conditions to address units requiring corrective action (the “Modified Permit”).

WHEREAS, the implementation of the activity and use limitations set forth in this Environmental Covenant on the portion of the Property where Parcel A, Parcel B, and Parcel C are located are required to protect against unacceptable exposure to the hazardous substances in soil on or underlying the Property.

WHEREAS, the Administrative Record of the corrective action is maintained as the file titled Vickery Environmental, Inc. available at the Ohio EPA Northwest District Office, located at 347 North Dunbridge Road in Bowling Green, Ohio.

Now therefore, WMOH 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 three areas, Parcel A, Parcel B, and Parcel C, located within a portion of WMOH’s overall 510 acres of property
at 3956 State Route 412 in Vickery, Sandusky County, Ohio (the "Property"). Parcel A of the Property consists of 50.403 acres, and is more particularly described in Attachment #1 attached hereto and incorporated by reference herein ("Parcel A"). Parcel B of the Property consists of 8.253 acres, and is more particularly described in Attachment #1 attached hereto and incorporated by reference herein ("Parcel B"), and Parcel C of the Property consists of 3.242 acres, and is more particularly described in Attachment #1 attached hereto and incorporated by reference herein ("Parcel C").

3. Owner. This Property is owned by WMOH as successor-in-interest by merger with CWM Holdings, Inc. ("Owner"), with a place of business located at 1006 Walnut Street, Canal Winchester, Ohio 43110.

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 remedy described in Vickery’s Modified Permit, Owner hereby imposes and agrees to comply with the following activity and use limitations unless and until this Environmental Covenant is amended or terminated in accordance with paragraph 12 below:

a. The use of Parcel A, Parcel B, and Parcel C shall be limited to Industrial Land Use. Industrial Land Use is defined for purpose of this Environmental Covenant as land use with potential exposure of adult workers during a business day and potential exposure of adults and children who are visitors to industrial facilities during the business day. Industrial Land Use has potential exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil and ingestion of soil. Examples of industrial uses include, but are not limited to: lumberyards; power plants; manufacturing facilities; assembly plants; non-public airport areas; railroad switching yards; marine port facilities, and public or employee areas incidental to such land use.

b. Limitation on Construction: Building construction within the footprint of Parcel B and Parcel C is prohibited.

c. In any event or action by or on behalf of a person who owns an interest in or holds an encumbrance on Parcel A, Parcel B, and Parcel C, identified in paragraph 11 below, that constitutes a breach of the activity and use limitations, Owner or any Transferee, as applicable, 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 limitation 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 inclusive of Parcel A, Parcel B, and/or Parcel C 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 Parcel A, Parcel B, and/or Parcel C 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 and other applicable law. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party’s right to take action to enforce against any non-compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law.

8. **Rights of Access.** Owner hereby grants to Ohio EPA’s authorized representatives, upon proper identification and upon stating the purpose and necessity of the inspection, the right of access to the Property for implementation or enforcement of this Environmental Covenant and shall require such access as a condition of any transfer of the Property or any portion thereof.

9. **Compliance Reporting.** Owner or Transferee, if applicable, shall annually submit to Ohio EPA written documentation verifying that the activity and use limitations set forth herein remain in place and are being complied with. Documentation shall be due to Ohio EPA on June 1 of each year beginning the year after the effective date of this Environmental Covenant, unless otherwise directed by Ohio EPA.

10. **Notice upon Conveyance.** Each instrument hereafter conveying any interest in Parcel A, Parcel B, and/or Parcel C or any portion thereof shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:
THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, RECORDED IN THE DEED OR OFFICIAL RECORDS OF [name of County Recorder's Office] ON [date], 201_, IN [DOCUMENT ____, or BOOK____, PAGE ____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

a. The use of Parcel A, Parcel B, and Parcel C shall be limited to Industrial Land Use. Industrial Land Use is defined for purpose of this Environmental Covenant as land use with potential exposure of adult workers during a business day and potential exposure of adults and children who are visitors to industrial facilities during the business day. Industrial Land Use has potential exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil and ingestion of soil. Examples of industrial uses include, but are not limited to: lumberyards; power plants; manufacturing facilities; assembly plants; non-public airport areas; railroad switching yards; marine port facilities, and public or employee areas incidental to such land use.

b. Limitation on Construction: Building construction within the footprint of Parcel B and Parcel C is prohibited.

c. In any event or action by or on behalf of a person who owns an interest in or holds an encumbrance on Parcel A, Parcel B, or Parcel C, identified in paragraph 11 below, that constitutes a breach of the activity and use limitations, Owner or any Transferee, as applicable, 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 limitation 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

Owner or Transferee, if applicable, shall notify Ohio EPA within ten (10) days after each conveyance of an interest in Parcel A, Parcel B, and/or Parcel C 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 which includes Parcel A, Parcel B, and Parcel C;

B. that the Owner holds fee simple title to the Property which includes Parcel A, Parcel B, and Parcel C, and that the Owner conducted a current title search that shows that Parcel A, Parcel B, and Parcel C is not subject to any interests or encumbrances that conflict with the activity and use limitations set forth in this Environmental Covenant;

C. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;

D. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected;

E. that the Owner has identified all other persons that own an interest in or hold an encumbrance on the Property, and, 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 §§ 5301.82 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 so long as 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 by the Owner or Transferee, if applicable, of Parcel A, Parcel B, and/or Parcel C or any portion thereof. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or Transferee, if applicable, shall file such instrument
for recording with the Sandusky 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. **Recor dation.** Within thirty (30) days after the date of the final required signature, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Sandusky 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 Sandusky County Recorder’s Office.

17. **Distribution of Environmental Covenant.** Pursuant to ORC § 5301.83, Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA and Sandusky County.

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

**As to Ohio EPA:**

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

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

And

Ohio EPA
Northwest District Office
347 North Dunbridge Road
Bowling Green, Ohio 43402
Attn.: DERR Site Coordinator

As to Owner:

Denise Gretz, Area Vice President
Waste Management
48797 Alpha Drive
Wixom, Michigan 48393

[Remainder of page left intentionally blank]
The undersigned represents and certifies that the undersigned is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

Waste Management of Ohio, Inc.

Signature of Owner

Printed Name and Title

State of Michigan
County of Oakland

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

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 9 day of July, 2018.

JOELLEN LEE KING
Notary Public, State of Michigan
County of Oakland
My Commission Expires 11-30-2021
Acting in the County of Oakland Notary Public
OHIO ENVIRONMENTAL PROTECTION AGENCY

Craig W. Butler, Director

State of Ohio
County of Franklin

Before me, a notary public, in and for Franklin County, Ohio, personally appeared Craig W. Butler, the Director of Ohio EPA, who acknowledged to me that he did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 30th day of July, 2018.

Notary Public

This instrument was prepared by:

Jeff Viola, Senior Counsel
Waste Management
100 Brandywine Boulevard, Suite 300
Newton, Pennsylvania 18940

Sarah M. Miles, Staff Attorney
Ohio EPA-Legal Office
50 West Town Street
Columbus, OH 43215
LEGAL DESCRIPTION
For: Waste Management of Ohio, INC

Parcel "A" - 50.403 acres

A parcel of land located in the North Half of Section 26 and the South Half of Section 23, Town 5 North, Range 16 East, Riley Township, Sandusky County, Ohio and being further bounded and described as follows:

Commencing from a railroad spike found marking the Northeast corner of the Northeast Quarter of said Section 26, also being on the centerline of State Route 510 (60' right of way);

Thence Westerly along the North line of the Northeast Quarter of said Section 26, South 89 degrees 05 minutes 40 seconds West, a distance of 757.94 feet to the True Point of Beginning of the Parcel herein described;

1. Thence Southerly along a line, South 00 degrees 27 minutes 29 seconds West, a distance of 523.87 feet to a point;
2. Thence Southeasterly along a line, South 62 degrees 38 minutes 03 seconds East, a distance of 137.71 feet to a point;
3. Thence Southerly along a line, South 00 degrees 44 minutes 23 seconds West, a distance of 345.76 feet to a point;
4. Thence Westerly along a line, North 89 degrees 58 minutes 54 seconds West, a distance of 232.88 feet to a point;
5. Thence Southerly along a line, South 01 degrees 41 minutes 52 seconds West, a distance of 180.18 feet to a point;
6. Thence Westerly along a line, South 87 degrees 10 minutes 11 seconds West, a distance of 369.81 feet to a point;
7. Thence Southerly along a line, South 01 degrees 07 minutes 46 seconds West, a distance of 92.91 feet to a point;
8. Thence Westerly along a line, South 89 degrees 53 minutes 18 seconds West, a distance of 400.47 feet to a point;
9. Thence Westerly along a line, North 89 degrees 51 minutes 25 seconds West, a distance of 416.81 feet to a point;
10. Thence Northerly along a line, North 00 degrees 00 minutes 32 seconds East, a distance of 473.08 feet to a point;
11. Thence Northerly along a line, North 00 degrees 45 minutes 48 seconds East, a distance of 418.57 feet to a point;
12. Thence Westerly along a line, North 86 degrees 49 minutes 38 seconds West, a distance of 255.30 feet to a point;
13. Thence Westerly along a line, North 84 degrees 56 minutes 45 seconds West, a distance of 538.14 feet to a point;
14. Thence Westerly along a line, North 84 degrees 59 minutes 50 seconds West, a distance of 485.98 feet to a point;
15. Thence Southerly along a line, South 00 degrees 01 minutes 06 seconds West, a distance of 110.37 feet to a point;
16. Thence Westerly along a line, North 89 degrees 58 minutes 54 seconds West, a distance of 212.25 feet to a point;
17. Thence Northerly along a line, North 00 degrees 01 minutes 06 seconds East, a distance of 369.65 feet to a point;
18. Thence Southwesterly along a line, South 75 degrees 24 minutes 50 seconds West, a distance of 1004.68 feet to a point;
19. Thence Northwesterly along a line, North 14 degrees 59 minutes 36 seconds West, a distance of 167.29 feet to a point on the North line of the Northwest Quarter of said Section 26;
20. Thence Easterly along the North line of the Northwest Quarter of said Section 26, North 89 degrees 05 minutes 40 seconds East, a distance of 384.46 feet to a point;
21. Thence Easterly along a line, North 81 degrees 12 minutes 07 seconds East, a distance of 52.79 feet to a point;
22. Thence Northeasterly along a line, North 74 degrees 55 minutes 04 seconds East, a distance of 25.16 feet to a point;
23. Thence Northeasterly along a line, North 71 degrees 29 minutes 54 seconds East, a distance of 181.64 feet to a point;
24. Thence Northeasterly along a line, North 69 degrees 43 minutes 20 seconds East, a distance of 280.04 feet to a point;
25. Thence Northeasterly along a line, North 66 degrees 38 minutes 04 seconds East, a distance of 85.33 feet to a point;
26. Thence Northeasterly along a line, North 64 degrees 02 minutes 56 seconds East, a distance of 114.77 feet to a point;
27. Thence Northeasterly along a line, North 56 degrees 16 minutes 11 seconds East, a distance of 25.99 feet to a point;
28. Thence Northeasterly along a line, North 42 degrees 32 minutes 31 seconds East, a distance of 32.62 feet to a point;
29. Thence Northeasterly along a line, North 36 degrees 10 minutes 42 seconds East, a distance of 149.20 feet to a point;
30. Thence Northeasterly along a line, North 29 degrees 29 minutes 55 seconds East, a distance of 121.17 feet to a point;
31. Thence Northeasterly along a line, North 25 degrees 00 minutes 57 seconds East, a distance of 104.36 feet to a point;
32. Thence Northeasterly along a line, North 39 degrees 08 minutes 33 seconds East, a distance of 16.20 feet to a point;
33. Thence Northeasterly along a line, North 65 degrees 22 minutes 46 seconds East, a distance of 27.97 feet to a point;
34. Thence Easterly along a line, North 87 degrees 19 minutes 24 seconds East, a distance of 17.21 feet to a point;
35. Thence Southeasterly along a line, South 67 degrees 45 minutes 13 seconds East, a distance of 16.14 feet to a point;
36. Thence Southeasterly along a line, South 59 degrees 18 minutes 59 seconds East, a distance of 14.94 feet to a point;
37. Thence Southeasterly along a line, South 46 degrees 58 minutes 57 seconds East, a distance of 14.86 feet to a point;
38. Thence Southeasterly along a line, South 26 degrees 33 minutes 46 seconds East, a distance of 29.43 feet to a point;
39. Thence Southerly along a line, South 08 degrees 04 minutes 47 seconds East, a distance of 16.35 feet to a point;
40. Thence Southerly along a line, South 00 degrees 20 minutes 46 seconds East, a distance of 19.20 feet to a point;
41. Thence Southerly along a line, South 00 degrees 02 minutes 26 seconds West, a distance of 362.49 feet to a point;
42. Thence Easterly along a line, South 89 degrees 56 minutes 35 seconds East, a distance of 480.41 feet to a point;
43. Thence Northeasterly along a line, North 75 degrees 31 minutes 43 seconds East, a distance of 687.45 feet to a point;
44. Thence Southerly along a line, South 00 degrees 50 minutes 28 seconds West, a distance of 881.25 feet to a point;
45. Thence Easterly along a line, South 89 degrees 08 minutes 03 seconds East, a distance of 635.43 feet to a point;
46. Thence Northeasterly along a line, North 59 degrees 01 minutes 24 seconds East, a distance of 136.47 feet to a point;
47. Thence Northerly along a line, North 05 degrees 45 minutes 23 seconds West, a distance of 13.99 feet to a point;
48. Thence Northerly along a line, North 01 degrees 02 minutes 28 seconds East, a distance of 882.14 feet to a point on the Southerly right of way line of the Ohio Turnpike (right of way varies);
49. Thence Southeasterly along the Southerly right of way line of said Ohio Turnpike, South 71 degrees 33 minutes 36 seconds East, a distance of 518.84 feet to a point;
50. Thence Southerly along a line, South 00 degrees 27 minutes 29 seconds West, a distance of 217.71 feet to the True Point of Beginning, containing in all 50.403 acres of land more or less, subject however to all legal highways and prior easements of record.

15.316 acres lie within Sandusky County Parcel No.08-26-00-0015-00.
3.458 acres lie within Sandusky County Parcel No.08-23-00-0024-00.
1.115 acres lie within Sandusky County Parcel No.08-26-00-0005-00.
13.397 acres lie within Sandusky County Parcel No.08-26-00-0006-00.
0.061 acres lie within Sandusky County Parcel No.08-26-00-0014-00.
3.572 acres lie within Sandusky County Parcel No.08-23-00-0008-00.
4.020 acres lie within Sandusky County Parcel No.08-26-00-0023-00.
1.071 acres lie within Sandusky County Parcel No.08-26-00-0021-00.
2.349 acres lie within Sandusky County Parcel No.08-23-00-0008-00.
1.319 acres lie within Sandusky County Parcel No.08-26-00-0020-00.
3.895 acres lie within Sandusky County Parcel No.08-23-00-0014-00.
0.466 acres lie within Sandusky County Parcel No.08-23-00-0007-00.
0.364 acres lie within Sandusky County Parcel No.08-23-00-0036-00.

Grantor claims title by Deed Book 353, Page 119 of the Sandusky County records.
The above legal description is based on public and private records and is not based on a land survey, by DGL Consulting Engineers, LLC. and was written and prepared by Peter J. Segaard, Ohio Professional Surveyor #7883.

**NOTE:** The bearings in this legal description are based upon an assumed meridian and are used only for the purpose of describing angular measurements.

Peter J. Segaard, P.S.
Ohio Professional Surveyor #7883
DGL Consulting Engineers, LLC
3455 Briarfield Blvd, Suite E
Maumee, Ohio 43537
Phone: (419)535-1015, Ext 221

Date: 8-17-2018
LEGAL DESCRIPTION
For: Waste Management of Ohio, INC

Parcel “B” – 8.253 acres

A parcel of land located in the North Half of Section 26 and the South Half of Section 23, Town 5 North, Range 16 East, Riley Township, Sandusky County, Ohio and being further bounded and described as follows:

Commencing from a railroad spike found marking the Northeast corner of the Northeast Quarter of said Section 26, also being on the centerline of State Route 510 (60’ right of way);
Thence Westerly along the North line of the Northeast Quarter of said Section 26, South 89 degrees 05 minutes 40 seconds West, a distance of 793.82 feet to the True Point of Beginning of the Parcel herein described;

1. Thence Southerly along a line, South 01 degrees 28 minutes 10 seconds East, a distance of 143.19 feet to a point;
2. Thence Southerly along a line, South 00 degrees 27 minutes 15 seconds East, a distance of 145.13 feet to a point;
3. Thence Southerly along a line, South 01 degrees 48 minutes 54 seconds West, a distance of 161.47 feet to a point;
4. Thence Southerly along a line, South 07 degrees 55 minutes 45 seconds West, a distance of 66.55 feet to a point;
5. Thence Southwesterly along a line, South 39 degrees 03 minutes 17 seconds West, a distance of 4.18 feet to a point;
6. Thence Westerly along a line, North 88 degrees 04 minutes 41 seconds West, a distance of 393.80 feet to a point;
7. Thence Northwesterly along a line, North 45 degrees 20 minutes 46 seconds West, a distance of 53.58 feet to a point;
8. Thence Northerly along a line, North 01 degrees 16 minutes 31 seconds East, a distance of 767.37 feet to a point;
9. Thence Northeasterly along a line, North 19 degrees 38 minutes 13 seconds East, a distance of 16.91 feet to a point;
10. Thence Northeasterly along a line, North 38 degrees 11 minutes 49 seconds East, a distance of 16.23 feet to a point;

11. Thence Northeasterly along a line, North 50 degrees 15 minutes 23 seconds East, a distance of 18.70 feet to a point;

12. Thence Northeasterly along a line, North 52 degrees 47 minutes 03 seconds East, a distance of 21.68 feet to a point;

13. Thence Northeasterly along a line, North 84 degrees 53 minutes 25 seconds East, a distance of 17.40 feet to a point;

14. Thence Southeasterly along a line, South 80 degrees 02 minutes 28 seconds East, a distance of 48.47 feet to a point;

15. Thence Southeasterly along a line, South 72 degrees 09 minutes 25 seconds East, a distance of 106.47 feet to a point;

16. Thence Southeasterly along a line, South 53 degrees 39 minutes 23 seconds East, a distance of 91.90 feet to a point;

17. Thence Southeasterly along a line, South 44 degrees 43 minutes 48 seconds East, a distance of 95.03 feet to a point;

18. Thence Southeasterly along a line, South 42 degrees 20 minutes 00 seconds East, a distance of 97.20 feet to a point;

19. Thence Southeasterly along a line, South 21 degrees 07 minutes 06 seconds East, a distance of 89.64 feet to a point;

20. Thence Southerly along a line, South 01 degrees 28 minutes 10 seconds East, a distance of 4.23 feet to the True Point of Beginning, containing in all 8.253 acres of land more or less, subject however to all legal highways and prior easements of record.

5.749 acres lie within Sandusky County Parcel No.08-26-00-0006-00.
2.504 acres lie within Sandusky County Parcel No.08-23-00-0024-00.

Grantor claims title by Deed Book 353, Page 119 of the Sandusky County records.

The above legal description is based on public and private records and is not based on a land survey, by DGL Consulting Engineers, LLC. and was written and prepared by Peter J. Segaard, Ohio Professional Surveyor #7883.
NOTE: The bearings in this legal description are based upon an assumed meridian and are used only for the purpose of describing angular measurements.

Peter J. Segaard, P.S.
Ohio Professional Surveyor #7883
DGL Consulting Engineers, LLC
3455 Briarfield Blvd, Suite E
Maumee, Ohio 43537
Phone: (419)535-1015, Ext 221

Date: 8.17.2018
LEGAL DESCRIPTION
For: Waste Management of Ohio, INC

Parcel “C” – 3.242 acres

A parcel of land located in the North Half of Section 26, Town 5 North, Range 16 East, Riley Township, Sandusky County, Ohio and being further bounded and described as follows:

Commencing from a railroad spike found marking the Northeast corner of the Northeast Quarter of said Section 26, also being on the centerline of State Route 510 (60’ right of way);
Thence Westerly along the North line of the Northeast Quarter of said Section 26, South 89 degrees 05 minutes 40 seconds West, a distance of 1519.70 feet to a point;
Thence Southerly along a line perpendicular to the North line of the Northeast Quarter of said Section 26, South 00 degrees 54 minutes 20 seconds East, a distance of 570.87 feet to the True Point of Beginning of the Parcel herein described;

1. Thence Easterly along a line, South 74 degrees 52 minutes 27 seconds East, a distance of 68.57 feet to a point;
2. Thence Southeasterly along a curve to the right, said curve having a radius of 23.76, a delta of 75 degrees 48 minutes 53 seconds, a chord bearing of South 34 degrees 38 minutes 20 seconds East, a chord distance of 29.19 feet, a length of 31.44 feet to a point;
3. Thence Southerly along a line, South 03 degrees 16 minutes 07 seconds West, a distance of 60.77 feet to a point;
4. Thence Southerly along a line, South 00 degrees 20 minutes 46 seconds East, a distance of 28.88 feet to a point;
5. Thence Southerly along a line, South 02 degrees 53 minutes 12 seconds East, a distance of 55.60 feet to a point;
6. Thence Southerly along a line, South 00 degrees 20 minutes 46 seconds East, a distance of 20.00 feet to a point;
7. Thence Southerly along a line, South 03 degrees 52 minutes 59 seconds West, a distance of 33.42 feet to a point;
8. Thence Southerly along a line, South 38 degrees 21 minutes 09 seconds West, a distance of 25.62 feet to a point;
9. Thence Westerly along a line, South 88 degrees 12 minutes 12 seconds West, a distance of 113.02 feet to a point;

10. Thence Northwesterly along a curve to the right, said curve having a radius of 331.10 feet, a delta of 06 degrees 08 minutes 12 seconds, a chord bearing of North 85 degrees 11 minutes 56 seconds West, a chord distance of 35.45 feet, a length of 35.46 feet to a point;

11. Thence Northwesterly along a curve to the left, said curve having a radius of 20685.46 feet, a delta of 05 degrees 10 minutes 35 seconds, a chord bearing of North 84 degrees 55 minutes 12 seconds West, a chord distance of 37.02 feet, a length of 37.04 feet to a point;

12. Thence Northwesterly along a curve to the left, said curve having a radius of 409.93 feet, a delta of 02 degrees 19 minutes 18 seconds, a chord bearing of North 88 degrees 40 minutes 09 seconds West, a chord distance of 108.64 feet, a length of 108.65 feet to a point;

13. Thence Northwesterly along a curve to the left, said curve having a radius of 2681.40 feet, a delta of 02 degrees 19 minutes 18 seconds, a chord bearing of North 88 degrees 40 minutes 09 seconds West, a chord distance of 108.64 feet, a length of 108.65 feet to a point;

14. Thence Northwesterly along a curve to the left, said curve having a radius of 7074.87 feet, a delta of 01 degrees 01 minutes 29 seconds, a chord bearing of North 89 degrees 19 minutes 03 seconds West, a chord distance of 126.54 feet, a length of 126.54 feet to a point;

15. Thence Northwesterly along a curve to the left, said curve having a radius of 34.93 feet, a delta of 56 degrees 26 minutes 44 seconds, a chord bearing of North 60 degrees 34 minutes 51 seconds West, a chord distance of 33.04 feet, a length of 34.42 feet to a point;

16. Thence Northwesterly along a curve to the left, said curve having a radius of 203.97 feet, a delta of 05 degrees 38 minutes 07 seconds, a chord bearing of North 29 degrees 32 minutes 21 seconds West, a chord distance of 20.05 feet, a length of 20.06 feet to a point;

17. Thence Northwesterly along a curve to the left, said curve having a radius of 27.89 feet, a delta of 39 degrees 50 minutes 26 seconds, a chord bearing of North 15 degrees 51 minutes 03 seconds West, a chord distance of 19.01 feet, a length of 19.40 feet to a point;

18. Thence Northwesterly along a curve to the left, said curve having a radius of 26.51 feet, a delta of 22 degrees 44 minutes 56 seconds, a chord bearing of North 47 degrees 08 minutes 45 seconds West, a chord distance of 10.46 feet, a length of 10.53 feet to a point;

19. Thence Northwesterly along a curve to the left, said curve having a radius of 27.89 feet, a delta of 39 degrees 50 minutes 26 seconds, a chord bearing of North 15 degrees 51 minutes 03 seconds West, a chord distance of 19.01 feet, a length of 19.40 feet to a point;

20. Thence Northerly along a line, North 03 degrees 05 minutes 15 seconds East, a distance of 120.64 feet to a point;
21. Thence Northerly along a line, North 19 degrees 09 minutes 53 seconds East, a distance of 64.99 feet to a point;

22. Thence Easterly along a line, South 89 degrees 08 minutes 59 seconds East, a distance of 460.76 feet to the True Point of Beginning, containing in all 3.242 acres of land more or less, subject however to all legal highways and prior easements of record.

All 3.242 acres lies within Sandusky County Parcel No.08-26-00-0015-00.

Grantor claims title by Deed Book 353, Page 119 of the Sandusky County records.

The above legal description is based on public and private records and is not based on a land survey, by DGL Consulting Engineers, LLC. and was written and prepared by Peter J. Segaard, Ohio Professional Surveyor #7883.

NOTE: The bearings in this legal description are based upon an assumed meridian and are used only for the purpose of describing angular measurements.

Peter J. Segaard, P.S.
Ohio Professional Surveyor #7883
DGL Consulting Engineers, LLC
3455 Briarfield Blvd, Suite E
Maumee, Ohio 43537
Phone: (419)535-1015, Ext 221