This Environmental Covenant is entered into by Owens Corning Science and Technology, LLC, a Delaware limited liability company, having offices at One Owens Corning Parkway, Toledo, Ohio 43659 ("Owner"), Owens Corning Sales, LLC, a Delaware limited liability company, whose address is One Owens Corning Parkway, Toledo, Ohio 43659 ("Holder"), 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 and the Affected Area(s) (hereinafter defined) to the activity and use limitations set forth herein.

Whereas, Owner is the owner of eight distinct tracts of real property situated in Range Thirteen, Township Two, Quarter Township Three, Licking County, Township of Granville, Ohio, as more fully described on Exhibit A attached hereto and incorporated herein, having acquired said real property by deed dated January 1, 2007 and recorded with the Licking County Recorder on January 12, 2007, as Deed No. 200701120001017; and

Whereas, Owner has performed a Resource Conservation and Recovery Act Facility Investigation ("RFI") at the Property to collect sufficient data to identify potential releases from Waste Management Units ("WMU") and areas of concern, evaluate any potential risks posed by site conditions, and implement remedial measures pursuant to consensual Findings and Orders issued by the Ohio EPA on October 31, 2000; and

Whereas, the purpose of this Environmental Covenant is to impose certain activity and use limitations on the Property and Affected Area(s); and

Whereas, the Administrative Record for the corrective action and RFI is maintained by Ohio EPA at the Ohio EPA Central District Office, 50 W. Town Street, Suite 700, Columbus, Ohio 43215; and

Whereas, residential use in the Affected Area(s) is being restricted for the reasons set forth in the Decision Document issued August 29, 2008;

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: Affected Area. This Environmental Covenant concerns an approximately 547.71 acre tract of real property (the "Property") in Licking County, Ohio, legally described in Exhibit A. The Property is subject to groundwater use limitations and Affected Areas within the Property are subject to the activity and use limitations. The Affected Areas are the WMU7 Waste Water Treatment Plant, the WMU 8 Weathering Farm Landfill, and the WMU 9 Test Homes Landfill (individually or collectively, the "Affected Area(s)"), as legally described in Exhibit B attached hereto and hereby incorporated herein.

SLK_TOL: #1530642v7
3. **Owner.** Owens Corning Science and Technology, LLC, is the owner of the Property and the Affected Areas.

4. **Holder.** Owner, whose address is listed above, and Owens Corning Sales, LLC, whose address is listed above (Holder) are the holders of this Environmental Covenant. Regardless of any future transfer of the Property or Affected Areas, Owner shall remain a Holder of this Environmental Covenant.

5. **Activity and Use Limitations.** As part of the corrective action at the Property and Affected Areas, Owner hereby imposes and agrees to comply with the following activity and use limitations:

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

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

   The term “industrial activities” shall include operation of a weathering facility to assess the effect of the environment on materials and products, manufacturing, processing operations and office and warehouse use, including but not limited to production, storage and sales of durable goods and other non-food chain products and parking/driveway use.

   B. Excavation of all or any portion of the Affected Areas shall be prohibited, except:
      (i) as may be required in furtherance of corrective action activities ordered by any governmental entity with jurisdiction over such matters, (ii) as may be authorized by the Operation and Maintenance Plan approved by Ohio EPA, or (iii) as may be otherwise approved in writing by the Ohio EPA.

   C. All groundwater wells installed on the Property that will supply drinking water must be at least forty (40) feet in depth. The forty (40) foot depth determination will be based on reference to the site topography map attached hereto as Exhibit C ("Topography Map") hereby incorporated herein. The Topography Map represents the current ground surface elevations in feet above mean sea level at
the time of the execution of this Environmental Covenant. Any future modifications to the surface elevation would then be compared to the surface elevations shown on the Topography Map to confirm that the forty (40) foot depth determination is accurately made. Additionally, in the event surface elevation modifications are unknown, the Topography Map must be used as a reference before any drinking water well is installed to confirm that the forty (40) foot determination is accurately followed.

D. In the event that any activity by the Owner, Transferee or the holder of an encumbrance on the Property or any Affected Area constitutes a violation of these Activity and use Limitations, Owner, Transferee, or Holder shall notify Ohio EPA within thirty (30) days of becoming aware of the event, and shall remedy the event 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, Transferee, or Holder and Ohio EPA.

6. Covenants Run with the Land. This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee (as defined below), 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 Affected Areas 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 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 the Holder the right of access to the Property for implementation or enforcement of this Environmental Covenant.

9. Compliance Reporting. Owner shall notify Ohio EPA within thirty (30) days after it conveys any interest in any portion of the Property or Affected Areas. 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 and certification, which complies with the requirements of Ohio Administrative Code rule 3745-50-42(B), (C) and (D), that the source of drinking water at the Property continues to be either the City of Granville or a well which complies with paragraphs 5.C. and 11.B. of this Environmental Covenant.

10. Recordation of Environmental Covenant. Within thirty (30) days after the date of the final required signature upon this covenant, Owner shall record this Environmental Covenant.
in the office of the Licking County Recorder in the same manner as a deed 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 date-stamped copy of the Environmental Covenant.

11. Notice upon Conveyance. Each instrument hereafter conveying any interest in 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 ____________, 2010, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE LICKING COUNTY RECORDER ON ____________, 2010, IN DOCUMENT ____, OR BOOK ____, PAGE ___]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS: The Affected Areas shall not be used for residential, commercial (other than those associated with and incidental to industrial operations) or agricultural activities; but may be used for certain industrial activities. The term “residential activities” shall include, but not be limited to, the following:

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

The term “industrial activities” shall include operation of a weathering facility to assess the effect of the environment on materials and products, manufacturing, processing operations and office and warehouse use, including but not limited to production, storage and sales of durable goods and other non-food chain products and parking/driveway use.

A. Excavation of all or any portion of the Affected Areas shall be prohibited, except: (i) as may be required in furtherance of corrective action activities ordered by any governmental entity with jurisdiction over such matters, (ii) as may be authorized by the Operation and Maintenance Plan approved by Ohio EPA, or (iii) as may be otherwise approved in writing by the Ohio EPA.

B. All groundwater wells installed on the Property that will supply drinking water
must be at least forty (40) feet in depth. The forty (40) foot depth determination will be based on reference to the site topography map attached hereto as Exhibit C ("Topography Map"), hereby incorporated herein. The Topography Map represents the current ground surface elevations in feet above mean sea level at the time of the execution of this Environmental Covenant. Any future modifications to the surface elevation would then be compared to the surface elevations shown on the Topography Map to confirm that the forty (40) foot depth determination is accurately made. Additionally, in the event surface elevation modifications are unknown, the Topography Map must be used as a reference before any drinking water well is installed to confirm that the forty (40) foot determination is accurately followed.

C. In the event that any activity by the Owner, Transferee or the holder of an encumbrance on the Property or any Affected Area constitutes a violation of these Activity and use Limitations, Owner, Transferee, or Holder shall notify Ohio EPA within thirty (30) days of becoming aware of the event, and shall remedy the event 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, Transferee, or Holder and Ohio EPA.

Owner shall notify Ohio EPA within thirty (30) days after it conveys any interest in any portion of the Property or Affected Areas. 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 and certification, which complies with the requirements of Ohio Administrative Code rule 3745-50-42(B), (C) and (D), that the source of drinking water at the Property continues to be either the City of Granville or a well which complies with paragraphs 5.C. and 11.B. of this Environmental Covenant.

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

A. that Owner is the sole owner of the Property

B. that Owner holds fee simple title to the Property which is subject to the interests and encumbrances listed and described in Exhibit D attached hereto, which is fully incorporated by reference herein;

C. that 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 Owner has identified all other persons, identified in Exhibit D, described above, that hold any interest (e.g. encumbrance) in the Property
and notified such persons of 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 only 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, the Owner or Transferee of the Property or Affected Areas or portion thereof, as applicable, and the Holder. 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 Licking County Recorder's Office, and shall provide a true 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 with the Licking County, Ohio Recorder.

17. Distribution of Environmental Covenant. The Owner shall distribute copies of the recorded Environmental Covenant to: Ohio EPA, each person who signed the Environmental Covenant, each person holding a recorded interest in the Property or Affected Areas, each unit of local government in which the Property or Affected Area is located and any other person designated by Ohio EPA.

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

Ohio Environmental Protection Agency
Lazarus Government Center
Division of Hazardous Waste Management
P.O. Box 1049
Columbus, Ohio 43216-1049

SLK_TOL #1330642v7
and

Ohio Environmental Protection Agency
Central District Office
Division of Hazardous Waste Management
Attn: DHWM Manager
P.O. Box 1049
Columbus, Ohio 43216-1049

Any notice to Owner shall be sent to:

Environmental Leader
Owens Corning Science and Technology Center
2790 Columbus Road
Route 16
Granville, Ohio 43023-1200

Any notice to Holder shall be sent to:

Regulatory Law
Owens Corning
One Owens Corning Parkway
Toledo, Ohio 43569

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

[SIGNATURE PAGES TO FOLLOW]
OWNER:

OWENS CORNING SCIENCE AND TECHNOLOGY, LLC

By: [Signature]
Printed Name: John Hillenbrand
Title: Chief Innovation Officer
Date: September 2, 2010

STATE OF OHIO )
COUNTY OF Licking ) SS.

The foregoing instrument was acknowledged before me this 2nd day of September, 2010, by John Hillenbrand, the Chief Innovation Officer of Owens Corning Science and Technology, LLC, a Delaware limited liability company, on behalf of the company.

Notary Public

My Commission Expires: Aug 9, 2012
HOLDER:

OWENS CORNING SALES, LLC

By: [Signature]
Printed Name: James A. Gibbs
Title: Authorized Representative
Date: 8/5/10

STATE OF OHIO )
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 5th day of
Aug______, 2010, by James A. Gibbs, the Authorized Representative
of Owens Corning Sales, LLC, a Delaware limited liability company, on behalf of the company.

Christina M. Hansen
Notary Public

My Commission Expires: [SEAL]

Christina M. Hansen
Notary Public State of Ohio
My Commission Exp. 7/30/2011
OHIO EPA:

OHIO ENVIRONMENTAL PROTECTION AGENCY

By: Chris Korleski, Director
Date: 10/16/10

STATE OF OHIO )
COUNTY OF FRANKLIN )

Before me, a notary public, in and for said county and state, personally appeared Chris Korleski, the Director of Ohio Environmental Protection Agency, who acknowledged to me that he did execute the foregoing instrument on behalf of the agency.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 12th day of OCTOBER, 2010.

Notary Public

My Commission Expires: May 10, 2014

This instrument prepared by:
Todd Anderson, Esq.
Ohio Environmental Protection Agency
Lazarus Government Center
50 West Town Street
Columbus, Ohio 43215
EXHIBIT A
LEGAL DESCRIPTION

TRACT ONE: (471-11):

Situated in the State of Ohio, County of Licking, and Township of Granville and bounded and described as follows:

FIRST PARCEL:
Being in Range Thirteen (13), Township Two (2), and Quarter Township Three (3) of the United States Military Lands, and being lot number twenty-one (21) in Range Two (2) of lots as surveyed by The Licking Land Company, so-called, in said township, estimated to contain one hundred (100) acres, more or less, and commonly known as the Cold Spring lot.

Saving and excepting from the above described lot a tract of about ten (10) acres, being all that portion lying south of the public highway running through the above described premises, and being the same tract of ten (120) acres conveyed by one David Lewis and wife to one Linn McCann by deed dated February 27, 1904, recorded in Volume 191, page 121, of the Deed Records of Licking County, Ohio.

SECOND PARCEL:
Being in Range Thirteen (13), Township Two (2), and being lot number twenty (20) in Range Two (2) as surveyed by The Licking County Land Company, estimated to contain one hundred (100) acres, more or less, being the same real estate conveyed to Lennis McCann by David Barr and wife, by deed dated April 19, 1902, and recorded in Volume 183, page 517, of the Deed Records of Licking County, Ohio. The part of the above described parcel intended to be conveyed and conveyed by this deed being that portion or part of the same which lies north of the center of the Columbus and Granville Pike, containing seventy (70) acres, more or less.

TRACT TWO: (667-333):

Situate in the State of Ohio, County of Licking and the Township of Granville and being in the Third Quarter, Second Township and Thirteenth Range, United States Military lands and being a part of Lot No. 22 in the Second Range of said lots in said Township and being more particularly described as follows:
Beginning at an iron pin in the center line of Township Road No. 142, same being the south line of said Lot No. 22, same being the southeast corner of that certain 12 Acre Tract conveyed to Warren Hitt by deed of record in Deed Book 98, page 349, records of said Recorder's Office; thence from said point of beginning, N. 4 degrees 19' 13" E., with the easterly line of said 12 Acre Tract, a distance of 892.41 ft. to an iron pin; thence N. 85 degrees 41' 19" W., with the northerly line of said 12 Acre Tract and passing an iron pin at 152.00 ft., a distance of 670.90 ft. to a stone in the westerly line of said Lot No. 22; thence N. 4 degrees 52' 17" E., with the westerly line of said Lot No. 22 and passing an iron pin at 2644.15 ft., a total distance of 2549.15 ft. to a point at the northwest corner of said Lot No. 22; thence S. 85 degrees 21' 27" E., with the northerly line of said Lot No. 22, a distance of 1211.54 ft. to an iron pin at the northeast corner of said Lot No. 22; thence S. 4 degrees 07' 00" W., with the easterly line of said Lot No. 22 and passing an iron pin on line in the northerly right-of-way line of State Route No. 15 at 3253.71 ft., a total distance of 3538.25 ft. to a point in the center line of Township Road No. 142, same being the southeast corner of said Lot No. 22; thence N. 85 degrees 18' 47" W. with the center line of said Township Road and the south line of said Lot No. 22 and passing a spike at 139.87 ft. and an iron pin at 548.72 ft., a total distance of 578.72 ft. to the point of beginning, containing 86.486 Acres, more or less.

TRACT THREE: (682-538):

Situate in the State of Ohio, County of Licking, Township of Granville and being part of Quarter Township 3, Township 2, Range 13, United States Military Lands; also being a part of Lots Nos. 22, 23, and 24 of the division of said Quarter Township 3, Township 2, Range 13, United States Military Lands; also being part of certain premises conveyed by E. J. Purdy to Granville Aggregate Inc. and of record in Deed Book 639, page 452, records of the Recorder's Office, Licking County, Ohio and being more particularly described as follows:

Beginning at the southwest corner of Lot No. 24, aforementioned, same point being witnessed by an iron pin bearing N. 4 degrees 11' 05" E. a distance of 0.53 ft.; thence from said point of beginning, N. 4 degrees 11' 05" E. and along the westerly line of said lot and passing an iron pin on line at 0.53 ft. and at 299.07 ft. and an iron pin on line at 497.05 ft., a distance of 926.27 ft. to an iron pin; thence through and across said premises of record in Deed Book 639, page 452, S. 85 degrees 12' 10" E. and passing iron pins on line at 103.86 ft. and at 446.93 ft. and at 975.88 ft. and at 1801.42 ft. and at 2133.02 ft., a distance of 2423.02 ft. to an iron pin in the easterly line of the above premises shown of record in Deed Book 639, page 452; thence S. 4 degrees 01' 26" W. and along the easterly line of said premises and passing iron pins on line at 202.43 ft. and at 585.02 ft., a distance of 946.55 ft. to a point at the southeasterly corner of the aforementioned tract of record in Deed Book 639, page 452, same point being witnessed by an iron pin bearing S. 4 degrees 01' 26" W. a distance of 5.04 ft., also witnessed by an iron pin bearing S. 84 degrees 38' E. a distance of 346.17 ft., thence west along the south line of Lots 22, 23 and 24, being the south line of lands of premises described in Deed Book 639, page 452, owned by grantor, Granville Aggregate Inc. and being also the north line of the land of Owens-Corning Fiberglas Corporation premises shown of record in Deed Book 667, page 333, to the point of beginning and containing 52.023 acres.

TRACT FOUR: (724-950):
Being part of Lots Nos. 22, 23, and 24, of the division of Quarter Township 3, Township 2, Range 13, United States Military Lands and being a part of those lands conveyed to Granville Aggregates, Inc. by deeds of record in Deed Book 631, Page 147 and Deed Book 639, Page 452, records of the Recorder’s Office, Licking County, Ohio and being more particularly described as follows:

Beginning at an iron pin in the southerly Limited Access Right-of-Way line for State Route 161, as said line was established by deed of record in Deed Book 540, Page 501 of the aforementioned records, said iron pin also being in the easterly line of the above mentioned Lot No. 22; thence S. 00 degrees 39’ 33” E. along the easterly line of said Lot No. 22 and the westerly line of land conveyed to Richard W. Castor et al. by deed of record in Deed Book 574, Page 127 of the aforementioned records, a distance of 1769.75 ft. to an iron pin at the northeasterly corner of that 52 Acre Tract conveyed to Owens-Corning Fiberglas Corporation by deed of record in Deed Book 682, Page 538 of the aforementioned records; thence S. 89 degrees 36’ 31” W. across the above mentioned Lots Nos. 22, 23 and 24 and along the northerly line of said Owens-Corning 52 Acre Tract 2423.02 ft. to an iron pin also being northwesterly corner of said Owens-Corning tract, said iron pin also being in the westerly line of said Lot No. 24; thence N. 01 degrees 03’ 04” W. along said westerly line of Lot 24 and the easterly line of land conveyed to the Raccoon Valley Golf Club, Inc., by deed of record in Deed Book 681, Page 659 of the aforementioned records 1873.20 ft. to an iron pin at a southwestwesterly corner of lands conveyed to Paye E. McMllin by deed of record in Deed Book 498, Page 369 of the aforementioned records; thence N. 88 degrees 04’ 56” E. along a southerly line of said McMllin land 974.60 ft. to an iron pin at an angle point; thence N. 62 degrees 07’ 30” E. continuing along said southerly line 221.51 ft. to an iron pin in the previously mentioned southerly Limited Access Right-of-way line; thence S. 81 degrees 54’ 18” E. along said right-of-way line 503.11 ft. to an iron pin at an angle point; thence S. 85 degrees 44’ 05” E. continuing along said right-of-way line 292.27 ft. to an angle point; thence S. 74 degrees 44’ 17” E. continuing along said right-of-way line 495.01 ft. to the place of beginning, containing 106.625 Acres, more or less.

Together with an easement for right-of-way one (1) rod wide, extending northerly from the north line of the premises herein conveyed over a part of the land transferred by Certificate for Transfer dated December 1, 1939, and recorded in Volume 338, Page 8, of the Deed Records, Licking County, Ohio, to Cora B. Everett and John S. Everett, said right-of-way formerly extending from the north line of the premises herein conveyed to the Worthington Road and meeting said road at the west end of the bridge over Raccoon Creek, but now extending from the north line of said premises to the southerly right-of-way of State Route 161 as relocated, together with an access 18 feet in width to State Route 161, the centerline of which access is 148 feet right of Station 20 + 30 as shown on the Location Plans for the relocation of State Route 161, Section 14.30-18.51 at page 3 of said plans, Engineer’s Office, Court House, Licking County, Ohio. Reference is here made to grant of limited access highway easement to State of Ohio, recorded in Volume 540, Page 501, and also to corrected easement recorded in Volume 631, Page 144, Deed Records, Licking County, Ohio.

TRACT FIVE: (743-63):
Being part of Lots Nos. 23 and 24 of the division of Quarter Township 3, Township 2, Range 13, U.S.M. Lands and being a part of that land conveyed by P. E. McMillin by deed of record in Deed Book 498 at page 369, records of the Recorder's Office, Licking County, Ohio, and being more particularly described as follows:

Beginning at the intersection of the westerly line of the above mentioned Lot No. 24 and the southerly limited access right of way line for State Route 161, as said line was established by deed of record in Deed Book 540 at page 483 of the aforementioned records; thence South 80 degrees 28' 35" East along said right of way line 488.76 feet to an angle point; thence South 80 degrees 23' 35" East continuing along said right of way line 300.04 feet to an angle point; thence South 80 degrees 05' 12" East continuing along said right of way line 401.31 feet to an iron pin; thence South 63 degrees 18' 54" West along the northerly line of lands conveyed to Granville Aggregates, Inc. by deed of record in Deed Book 631 at page 147 and Deed Book 639 at page 452 of the aforementioned records, 216.49 feet to an iron pin at an angle point in said northerly line; thence South 88 degrees 04' 56" West along said northerly line 974.60 feet to an iron pin at the northwesterly corner of said Granville Aggregates, Inc. land, said iron pin being in the westerly line of the previously mentioned Lot No. 24; thence North 00 degrees 59' 17" West along the westerly line of said Lot No. 24 and the easterly line of land conveyed to Raccoon Valley Golf Club, Inc. by deed of record in Deed Book 681 at page 659 of the aforementioned records, 329.92 feet to the place of beginning, containing 5.468 acres, more or less.

**TRACT SIX: (755-413):**

Situated in the State of Ohio, County of Licking and Township of Granville and in Quarter Township 3, Township 2, Range 13, U.S. Military Lands and being a part of Lot No. 23, 2nd Range, 1st Division, Partition Deed of the Licking Land Company, of record in Deed Book "B", Page 86, records of the Fairfield County Recorder's Office and being a part of that 100 acre tract described as Parcel Two in a deed from Raymond K. Montgomery, Sr. to Evelyn E. Montgomery and recorded in Deed Book 573, at Page 11 of the Deed Records of Licking County, Ohio, and more particularly bounded and described as follows:

Beginning at an iron pin in the middle of Township Road No. 142 (Goose Lane) at the southeasterly corner of the above mentioned Lot No. 23 and the above mentioned Montgomery 100 Acre Tract; said point also being a southwesterly corner of a 12 Acre Parcel No. 2 of lands conveyed to Mildred N. Bitt by Deeds of Record in Deed Book 398, Page 3921 and Deed Book 674, Pages 335 and 338 of the aforementioned records; thence N. 85 degrees 17' 10" W., along the center line of Township Road No. 142, a distance of 571.21 feet to an iron pin at the southeasterly corner of that 35.794 acre tract conveyed to T. G. Montague, Jr. by deed of record in Deed Book 668, Page 392 of the aforementioned records; thence N. 4 degrees 14' 49" E., along said Montague's easterly line, 2387.96 feet to an iron pin at the northeasterly corner of said Montague tract; thence No. 85 degrees 18' 55" W., along the northerly line of said Montague tract, 644.82 feet to an iron pin at the northwesterly corner of said tract, said iron pin being in the westerly line of the previously mentioned lot No. 23 and the easterly line of Petters Field Subdivision; thence No. 5 degrees 02' 47" E. along said common line and the easterly line of that 15.183 acre Parcel No. 2 conveyed to Frank B. and Penny K. Murphy by deed of record in Deed Book 673, Page
666 of the aforementioned records, 1156.94 feet to an iron pin at the northwesterly corner of said Lot No. 23 and northeasterly corner of said Murphy parcel; thence S. 84 degrees 52' 36" E along the northerly line of said Lot No. 23, a distance of 1239.07 feet to a fence post at the northeasterly corner of said Lot No. 23, and the northwesterly corner of that 86.486 Acre Tract conveyed to Owens Corning Fiberglas Corporation by deed of record in Deed Book 667, Page 333 of the aforementioned records; thence S. 4 degrees 55' 55" W. along the easterly line of said Lot No. 23 and the westerly line of said Owens Corning Tract, 2647.90 feet to a stone at the northwesterly corner of the previously mentioned Mildred N. Bitt 12 acre Parcel No. 2, passing an iron pin in a concrete monument at 3 ft.; thence S. 4 degrees 43' 32" W. continuing along the easterly line of said Lot No. 23 and the westerly line of said Bitt Parcel No. 2, a distance of 887.74 feet to the place of beginning, passing an iron pin in a fence post at 865.86 feet; containing 64.759 acres, more or less.

TRACT SEVEN: (808-939):

Situated in the State of Ohio, County of Licking and Township of Granville and in the Quarter Township 3, Township 2, Range 13, U.S. Military Lands and being a part of Lot No. 22, 2nd Range, 1st Division, Partition Deed of the Licking Land Company, of record in Deed Book "E", Page 86, records of the Fairfield County Recorder's Office and being all of that 12 acre, Second Parcel for which an undivided one-half (1/2) interest was conveyed to Mildred M. Hitt by deed of record in Deed Book 398, page 390 of the aforementioned records and for which an additional one-sixth interest was conveyed to Mildred N. Hitt by Certificate of Transfer of record in Deed Book 674, page 335 of the aforementioned records and being more particularly described as follows:

Beginning at a point in the centerline of Goose Lane (Township Road 142) and in the southerly line of the above mentioned Lot No. 22, said point being the southeasterly corner of that 64.759 acre tract conveyed to Owens-Corning Fiberglas Corp. by deed of record in Deed Book 755, page 413, of the aforementioned records; thence N. 04 degrees 43' 32" E. along the easterly line of said 64.759 acre tract 887.74 feet to a stone at the northwesterly corner of the herein described tract, passing an iron pin in a fence post at 21.88 feet, said stone being a southwesterly corner of that 86.486 acre tract conveyed to Owens-Corning Fiberglas Corp. by deed of record in Deed Book 667, page 333 of the aforementioned records; thence S. 85 degrees 41' 08" E. along a southerly line of said 86.486 acre tract 672.45 feet to an iron pin at a corner of said 86.486 acre tract, said point being the northeasterly corner of the herein described tract; thence 8.04 degrees 18' 20" W. along a westerly line of said 86.486 acre tract 892.47 feet to a point in the center of Goose Lane at a southwesterly corner of said 86.486 acre tract passing an iron pin on line at 867.47 feet and a concrete monument at 870.47 feet; thence N. 85 degrees 17' 10" W. along the centerline of Goose Lane and the southerly line of the previously mentioned Lot No. 22 a distance of 678.98 feet to the place of beginning; containing 13.807 acres, more or less.

TRACT EIGHT: (OR 117-574 AND OR 117-577):

Situated in the State of Ohio, County of Licking, Township of Granville, being part of Lot 21 in the Second (2) Range, First (1) Division of the Licking Land Company’s survey of the Third
(3) Quarter of the Second (2) Township and Thirteenth (13) Range of the United States Military Lands, and being substantially the same land as conveyed by Maud G. Williams, widow and not remarried, to Ruth W. Castor by deed dated February 1, 1955, and recorded in Volume 467, Page 279, excepting that part of Lot 21 conveyed by Ruth W. Castor to Sterling L. Hill and Cynthia C. Duncan Hill by deed dated January 5, 1957, and recorded in Volume 491, Page 69 and that part of Lot 21 conveyed by Maud Grandstaff Williams to Russell W. Reverscumb and Edna L. Reverscumb by deed dated April 17, 1952, and recorded in Volume 439, Page 203 of the Deed Records of Licking County, Ohio, and more particularly described as follows:

Commencing at a P.K. nail at the intersection of centerlines of Newark-Granville Road, also known as Old State Route 161 and Raccoon Valley Road, also known as County Road 539; thence, along the centerline of said Newark-Granville Road N 88 degrees 59’ 46” W 581.72 feet to a point in the former southerly railroad right-of-way line of Conrail 60 feet wide now the south line of lands owned by The Thomas J. Evans Foundation, and the true point of beginning; Thence, with said former right-of-way line S 72 degrees 38’ 46” E passing the southerly right-of-way line of said Newark-Granville Road at 142.09 feet, in all 410.39 feet to a point in the easterly line of Lot 21 and lands owned by Jack T. Feid, as recorded in Volume 704, Page 674;

Thence, with said easterly line of Lot 21 and said Feid’s land S 04 degrees 18’ 16” W, crossing the centerline of relocated Raccoon Creek at 932.20 feet, crossing the construction centerline of State Route 161 and 37 at 1105.86 feet, passing a corner of lands owned by Denison University, as recorded in Volume 799 at Page 586 at 2721.52 feet, for an overall distance of 3628.82 feet to a fence post in the southeast corner of Lot 21;

Thence, with the south line of Lot 21 and continuing with lands of Denison University S 85 degrees 36’ 29” W 476.73 feet to an iron pin in concrete monument, marking lands owned by Owens Corning Fiberglas Corporation and as recorded in Volume 471 at Page 11;

Thence, continuing with the south line of Lot 21 and lands of said Corporation, N 85 degrees 20’ 46” W passing an iron pin in concrete monument at 332.06 feet, in all 346.17 feet to the southwest corner of Lot 21;

Thence with the west line of Lot 21 and continuing with lands of said Corporation as recorded in Volume 682 at Page 538 and in Volume 724 at Page 950; N 04 degrees 38’ 51” E, passing an iron pin in concrete monument at 21.99 feet, crossing the construction centerline of State Route 161 and 37 at 2717.06 feet, in all 2859.94 feet to a corner of lands formerly owned by The Granville Gravel Co., now owned by Owens Corning Fiberglas Corporation and lands formerly owned by Pay F. McMillen, now owned by George H. McMillen II;

Thence, continuing with the west line of Lot 21 and lands of said George H. McMillen, as recorded in Volume 828, Page 208 N 04 degrees 38’ 51” E, crossing the centerline of relocated Raccoon Creek at 157.36 feet, passing the said southerly right-of-way line of Newark-Granville Road at 790.82 feet, in all 831.04 feet, to a point in the centerline of said Newark-Granville Road, 80 feet wide;
Thence, with said centerline and along a curve to the right with a radius of 5729.58 feet, the long chord of which bears N 89 degrees 51' 28" E 229.22 feet; thence, S 88 degrees 39' 46" E 172.74 feet to the true point of beginning containing 68.794 acres more or less, of which 4.750 acres is occupied by State Route 161 and 37 and was granted to the State of Ohio as an easement for Limited Access and recorded in Volume 542, Page 516 and 2.820 acres is granted as a permanent channel easement for relocated Racoon Creek, as recorded in Volume 542, Page 535; and 0.433 acre is occupied by the Newark-Granville Road, which easement was granted to Licking County and recorded in Volume 3, Page 507.

LESS AND EXCEPTING THEREFORE 16.589 acres conveyed in Official Record 394-47, described as follows:

Being a part of Lot 21, 3rd Quarter, Township 2, Range 13 of the United States Military Lands, Granville Township, Licking County, Ohio and being further described as follows:

Beginning at an iron pin set on the northerly Limited Access right-of-way line of State Route 37 where it intersects with the East line of Lot 21, said iron pin set also being the true place of beginning for the parcel herein to be described; thence along the northerly Limited Access right-of-way line of State Route 37 the following two courses, North 61 Degrees, 08 minutes, 58 seconds West, 538.21 feet to an iron pin set; thence along a curve to the left having a radius of 4006.53 feet, a chord bearing of North 63 Degrees, 33 minutes, 45 seconds West, 337.35 feet to an iron pin set on the West line of Lot 21; thence North 04 Degrees, 53 minutes, 54 seconds East, 729.00 feet along the westerly line of Lot 21 to a point in the centerline of County Road 539-A (Newark-Granville Road, aka Old State Route 161), passing an iron pin set at 688.84 feet on the southerly right-of-way line; thence along the centerline of County Road 539-A the following two courses, along a curve to the right having a radius of 5729.38 feet, a chord bearing of South 87 Degrees, 36 minutes, 42 seconds East, 172.74 feet to a point where said centerline intersects with the southerly line of the Bike Path conveyed to The Thomas J. Evans Foundation as recorded in Volume 838, Page 944 of the Licking County Deed Records; thence South 71 Degrees, 15 minutes, 43 seconds East, 401.58 feet along the southerly line of the Bike Path to an iron pin set on the East line of Lot 21, passing an iron pin set at 142.10 feet on the southerly right-of-way line of County Road 539-A; thence South 05 Degrees, 26 minutes, 29 seconds West, 999.57 feet along the easterly line of Lot 21 to the true place of beginning containing 16.589 acres subject to all legal road right-of-ways, easements and restrictions of previous record.

The above described parcel being part of a 61.224 acre tract of land conveyed to the Owens-Corning Fiberglas Corporation as recorded in Volume 117, Page 374 and 577 of the Official Records of Licking County.

The bearings in the above described parcel are based on the bearings taken from the Ohio Department of Highways Centerline Plat of State Route 161.

The iron pins set in the above described are 5/8 inch diameter rebar, 30 inches long with yellow identification cap.
Weathering Farm Landfill – 4.881 Acres
(Restricted Land Use Area #2)

Situated in the State of Ohio, County of Licking, Township of Granville. Being a part of Lot 21 in the 2nd Range, 1st Division, according to the numbering of lots in the Licking Land Company’s Survey of Quarter Township 3, Township 2, Range 13, United States Military Lands. Being 4.881 acres of land and a part of that tract of land described as “Tract One, First Parcel” in a deed to Owens Corning Science and Technology, LLC, recorded in Instrument #200307010001017. All references to Deed Book (DB.), Official Record (OR.), and Instrument Number (Instr.) refer to the records of the Licking County Recorder’s Office, Newark, Ohio. Said 4.881 acre area being further described as follows:

Beginning for reference at a 5/8” rebar in concrete (monument) found marking the northeast corner of Lot 20 of the said Licking Land Company’s Survey, marking the northwest corner of Lot 19 of the said Licking Land Company’s Survey, marking the northwest corner of a tract of land described in a deed to Robert M. Abbott recorded in Instrument #200304010000072, and marking the northeast corner of a tract of land described as “Tract One, Second Parcel” in the said deed to Owens Corning Science and Technology, LLC, said monument also marking an angle point in the south line of “Tract Eight” in the said deed to Owens Corning Science and Technology, LLC, and being N 9°29’27” E, a distance of 1803.40 feet from a 5/8” rebar in concrete (monument) found on the north side of State Route 16, in the line common to said Lots 19 and 20, and the line common to said Owens Corning Science and Technology, LLC and the said Robert M. Abbott tract;

Thence S 80°15’33” W a distance of 1489.00 feet to a 5/8” rebar set marking the true point of beginning for the 4.881 acre area described by the following nine (9) courses and distances;

1) Thence S 82°11’44” W, a distance of 257.62 feet to a 5/8” rebar set;
2) Thence S 82°50’49” W, a distance of 284.16 feet to a 5/8” rebar set;
3) Thence N 39°12’54” W, a distance of 93.46 feet to a 5/8” rebar set;
4) Thence N 07°27’54” W, a distance of 430.85 feet to a 5/8” rebar set;
5) Thence N 16°57’46” E, a distance of 88.84 feet to a 5/8” rebar set;
6) Thence N 89°22’31” E, a distance of 195.04 feet to a 5/8” rebar set;
7) Thence S 86°35’46” E, a distance of 143.76 feet to a 5/8” rebar set;
8) Thence S 84°59’20” E, a distance of 180.17 feet to a 5/8” rebar set;
9) Thence S 21°25’10” E, a distance of 144.85 feet to the point of beginning and containing 4.881 acres of land, more or less. Subject to all easements, leases, conditions, covenants, zoning, and right-of-way of record.

The 5/8” rebar set as mentioned herein is a 5/8” rebar, 30” in length, with a plastic cap stamped “MORRIS&ASSOC.-PS 7347”.

Being part of Auditor’s Parcel ID# 018-043-782-00.000.

The bearings used herein are based on the east line of Lot 20 as monumented, and is assigned a bearing of S 04°26’07” W.

This description was prepared by Morris & Associates, Inc. from record information and an actual field survey of the premises in January of 2009.

Victor A. Morris  PS#7347  Date 02-06-09
Morris & Associates, Inc.
MORRIS & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

Test Homes Landfill – 3.140 Acres
(Restricted Land Use Area #3)

Situated in the State of Ohio, County of Licking, Township of Granville. Being a part of Lot 20 and Lot 21 in the 2nd Range, 1st Division, and part of Lot 22 and Lot 23 in the 3rd Range, 1st Division, according to the numbering of lots in the Licking Land Company's Survey of Quarter Township 3, Township 2, Range 13, United States Military Lands. Being 3.140 acres of land and a part of those tracts of land described as "Tract One, First and Second Parcels" and "Tract Three" in a deed to Owens Corning Science and Technology, LLC, recorded in Book #2079112000/1017. All references to Deed Book (DB), Official Record (OR), and Instrument Number (instr #) refer to the records of the Licking County Recorder's Office, Newark, Ohio. Said 3.140 acre area being further described as follows:

Beginning for reference at a 5/8" rebar in concrete (monument) found marking the northeast corner of said Lot 20, marking the northwest corner of Lot 19 of the said Licking Land Company's Survey, marking the northwest corner of a tract of land described in a deed to Robert M. Abbott recorded in instr # 200814010007372, and marking the northeast corner of said "Tract One, Second Parcel" in the said deed to Owens Corning Science and Technology, LLC; said monument also marking an angle point in the south line of "Tract Eight" in the said deed to Owens Corning Science and Technology, LLC, and being N 0°42'30" E, a distance of 1802.40 feet from a 5/8" rebar in concrete (monument) found on the north side of State Route 16, in the line common to said Lots 19 and 20, and the line common to said Owens Corning Science and Technology, LLC and the said Robert M. Abbott tract.

Thence N 69°04'25" W a distance of 1194.79 feet to a 5/8" rebar set marking the true point of beginning for the 3.140 acre area described by the following nine (9) courses and distances;

1) Thence S 01°41'12" E, a distance of 195.18 feet to a 5/8" rebar set;
2) Thence S 33°19'27" W, a distance of 160.92 feet to a 5/8" rebar set;
3) Thence N 84°28'58" W, a distance of 384.18 feet to a 5/8" rebar set;
4) Thence N 06°23'27" E, a distance of 159.30 feet to a 5/8" rebar set;
5) Thence N 41°55'10" E, a distance of 188.08 feet to a 5/8" rebar set;
6) Thence N 68°16'05" E, a distance of 168.26 feet to a 5/8" rebar set;
7) Thence S 67°44'52" E, a distance of 15.52 feet to a 5/8" rebar set;
8) Thence S 06°48'04" W, a distance of 164.86 feet to a 5/8" rebar set;
9) Thence S 83°35'04" E, a distance of 299.76 feet to the point of beginning and containing 3.140 acres of land, more or less. Subject to all easements, leases, conditions, covenants, zoning, and right-of-way of record.

The 5/8" rebar set as mentioned herein is a 5/8" rebar, 30" in length, with a plastic cap stamped "MORRIS&ASSOC.-PS 7347".

Being part of Auditor's Parcel ID#:019-043762-00,000.

The bearings used herein are based on the east line of Lot 20 as monumented, and is assigned a bearing of S 0°42'30" W.

This description was prepared by Morris & Associates, Inc. from record information and an actual field survey of the premises in January of 2009.
Wastewater Treatment Plant – 3.512 Acres
(Restricted Land Use Area #1)

Situated in the State of Ohio, County of Licking, Township of Granville. Being a part of Lot 21 in the 2nd Range, 1st Division, according to the numbering of lots in the Licking Land Company's Survey of Quarter Township 3, Township 2, Range 13, United States Military Lands. Being 3.512 acres of land and a part of that tract of land described as "Tract One; First Parcel" in a deed to Owens Corning Science and Technology, LLC, recorded in the Official Records of United States Government, Office, Newark, Ohio. Said 3.512 acre area being further described as follows:

Beginning for reference at a 5/8” rebar in concrete (monument) found marking the northeast corner of Lot 20 of the said Licking Land Company's Survey, marking the northwest corner of Lot 19 of the said Licking Land Company's Survey, marking the northwest corner of a tract of land described in a deed to Robert M. Abbott recorded in Institut. #20080410900737, and marking the northeast corner of a tract of land described as "Tract One, Second Parcel" in the said deed to Owens Corning Science and Technology, LLC, said monument also marking an angle point in the south line of "Tract Eight" in the said deed to Owens Corning Science and Technology, LLC, and being N 0°42'30" E, a distance of 1903.40 feet from a 5/8" rebar in concrete (monument) found on the north side of State Route 16, in the line common to said Lots 19 and 20, and the line common to said Owens Corning Science and Technology, LLC and the said Robert M. Abbott tract,

Thence S 54°03'13" W, a distance of 2163.32 feet to a 5/8” rebar set marking the true point of beginning for the 3.512 acre area described by the following nine (9) courses and distances:

1) Thence S 16°59'30" W, a distance of 75.16 feet to a 5/8” rebar set;
2) Thence S 48°04'54" W, a distance of 247.06 feet to a 5/8” rebar set;
3) Thence N 89°59'41" W, a distance of 226.44 feet to a 5/8” rebar set;
4) Thence N 21°25'41" W, a distance of 232.39 feet to a 5/8” rebar set;
5) Thence N 03°23'14" E, a distance of 260.42 feet to a 5/8” rebar set;
6) Thence N 86°13'02" E, a distance of 46.05 feet to a 5/8” rebar set;
7) Thence S 48°28'15" E, a distance of 1902.13 feet to a 5/8” rebar set;
8) Thence S 31°56'45" W, a distance of 24.11 feet to a 5/8” rebar set;
9) Thence N 85°40'38" E, a distance of 387.62 feet to the point of beginning and containing 3.512 acres of land, more or less. Subject to all easements, leases, conditions, covenants, zoning, and right-of-way of record.

The 5/8” rebar set as mentioned herein is a 5/8” rebar, 30” in length, with a plastic cap stamped "MORRIS & ASSOC. PS 7347".

Being part of Auditor's Parcel ID#: 0.19-043782-00.000.

The bearings used herein are based on the east line of Lot 20 as monumented, and is assigned a bearing of S 04°28'07" W.

This description was prepared by Morris & Associates, Inc. from record information and an actual field survey of the premises in January of 2009.
Exhibit D
Encumbrances

8. Easement to The Newark Telephone Company dated June 29, 1976, recorded in Volume 749, page 737, Licking County records.

9. Easement to The Newark Telephone Company dated October 10, 1979, recorded in Volume 799, page 731, Licking County records.


12. Easement to The Ohio Power Company dated December 15, 1926, recorded in Volume 53, page 70, Licking County Lease records.


16. Easement to The Ohio Power Company dated August 5, 1936, recorded in Volume 318, page 60, Licking County records.

17. Easement to The Ohio Power Company dated September 10, 1936, recorded in Volume 318, page 500, Licking County records.


19. Easement to The Ohio Power Company recorded in Volume 320, page 420, Licking County records.

20. Easement to The Ohio Power Company recorded in Volume 651, page 451, Licking County records.


22. Easement to The Ohio Power Company recorded in Volume 653, page 366, Licking County records.

23. Easement & Right of Way granted to Ohio Power Company, of record in Instrument No. 200407270027088, Licking County records. (As to Tract 1)

24. INTENTIONALLY OMITTED.


27. INTENTIONALLY OMITTED.

28. INTENTIONALLY OMITTED.
29. INTENTIONALLY OMITTED.

30. INTENTIONALLY OMITTED.


32. INTENTIONALLY OMITTED.

33. INTENTIONALLY OMITTED.

34. INTENTIONALLY OMITTED.

35. INTENTIONALLY OMITTED.

36. INTENTIONALLY OMITTED.

37. INTENTIONALLY OMITTED.

38. INTENTIONALLY OMITTED.

39. INTENTIONALLY OMITTED.

40. Easement to The Ohio and Indiana Natural & Illuminating Gas Co. dated July 17, 1905, recorded in Volume 16, page 380, Licking County Lease records.

41. Easement to The Columbus Natural Gas Co. dated May 27, 1907, recorded in Volume 35, page 590, Licking County Lease records.

42. Easement to The Ohio Fuel Supply Company dated September 16, 1907, recorded in Volume 20, page 181, Licking County Lease records.

43. Easement to The Ohio Fuel Supply Co. dated September 17, 1907, recorded in Volume 21, page 463, Licking County Lease records.

44. Easement to The Ohio Fuel Supply Co. dated January 2, 1909, recorded in Volume 21, page 466, Licking County Lease records.

45. Easement to The Ohio Fuel Supply Co. dated September 17, 1909, recorded in Volume 21, page 510, Licking County Lease records.
46. Easement to The Ohio Fuel Supply Co. dated February 14, 1920, recorded in Volume 40, page 297, Licking County lease records.

47. Easement to The Ohio Fuel Gas Co. dated September 15, 1941, recorded in Volume 346, page 282, Licking County records.

48. Easement to The Ohio Fuel Gas Co. dated August 7, 1946, recorded in Volume 382, page 618, Licking County records.

49. Easement to The Ohio Fuel Gas Company dated November 12, 1947, recorded in Volume 399, page 162, Licking County records.

50. Easement to The Ohio Fuel Gas Company dated August 4, 1959, recorded in Volume 524, page 585, Licking County records.

51. Easement to The Columbus Natural Gas Co. dated May 27, 1907, recorded in Volume 35, page 500, Licking County Lease records.

52. INTENTIONALLY OMITTED.

53. Easement to Columbus Natural Gas Company dated September 3, 1920, recorded in Volume 41, page 568, Licking County Lease records.

54. Easement to Hopewell Fuel & Gas Co. filed November 11, 1929, recorded in Volume 57, page 380, Licking County Lease records.

55. Easement to Pure Transportation Company dated May 15, 1950, recorded in Volume 422, page 583, Licking County records.

56. Easement to Pure Transportation Company dated June 5, 1950, recorded in Volume 423, page 161, Licking County records.

57. INTENTIONALLY OMITTED.

58. Easement to The Ohio Oil Company dated April 23, 1952, recorded in Volume 443, page 137, Licking County records.

59. Easement to The Ohio Oil Co. dated June 24, 1952, recorded in Volume 441, page 376, Licking County records.

60. INTENTIONALLY OMITTED.
61. INTENTIONALLY OMITTED.


64. Basement to E. N. Purdum dated July 2, 1927, recorded in Volume 54, page 185, Licking County Lease records.


67. INTENTIONALLY OMITTED.


70. Oil and gas lease to A. H. Heisey & Co. dated April 22, 1902, recorded in Volume 7, page 555, Licking County Lease records.

71. Oil and gas lease to A. H. Heisey & Co. dated May 8, 1902, recorded in Volume 7, page 549, Licking County Lease records.


73. INTENTIONALLY OMITTED.

74. INTENTIONALLY OMITTED.

75. Oil and Gas Lease to NGO Development Corporation, dated December 31, 1994, of record in Official Record 681, page 221, Licking County records.
76. Assignment and Bill of Sale of Oil and Gas Wells, Leases, and Pipelines from Barbcorp, Inc. to NGO Development Corporation, of record in Official Record 703, page 373, Licking County records; as subsequently amended in Official Record 739, page 696, aforesaid records.

NOTE: A number of the foregoing easements and leases are subject to further assignments which are not set forth at length here. No examination made under any of said instruments.

77. INTENTIONALLY OMITTED.

78. Title is subject to the rights of the public to use that portion of the insured property within the bounds of any legal highways.

79. Any inaccuracy in the specific quantity of acreage contained on any survey if any or contained within the legal description of premises insured herein.

80. Survey by LMS Surveying, LLC, on behalf of the Orin Group LLC, Reference Number 20060160-11, dated August 24, 2006, last revised December 15, 2006, discloses the following:

a) Utility lines and fence along and inside the right-of-way of State Route 16, s/k/a Columbus Road.
   The Company hereby insures the insured against loss which the insured shall sustain in the event that a court of competent jurisdiction shall compel the removal of any portion of the building improvements which encroach upon said easement.

b) Wire fence appurtenant to the insured real estate runs inside the right-of-way of Township Road 142, s/k/a Goose Lane.
   The Company hereby insures the insured against loss which the insured shall sustain in the event that a court of competent jurisdiction shall compel the removal of any portion of the building improvements which encroach upon said easement.

c) Rights of others in and to the natural drainage courses running through the insured real estate.
   This policy insures that the drainage courses as located on the survey do not interfere with the current usage of the property.