

VORYS

Vorys, Sater, Seymour and Pease LLP

Legal Counsel

Kristin L. Watt
Direct Dial (614) 464-8398
Facsimile (614) 719-5081
E-Mail - klwatt@vorys.com

December 12, 2008

Christopher Korleski, Director
Ohio Environmental Protection Agency
50 West Town Street
Suite 700
Columbus, OH 43315

Ohio Environmental Protection Agency
Lazarus Government Center
Division of Hazardous Waste Management
P. O. Box 1049
Columbus, OH 43316-1049

Ohio Environmental Protection Agency
Southeast District Office
Division of Hazardous Waste Management
2195 Front Street
Logan, OH 43138
Attn.: DHWM Manager

RECEIVED

2008 DEC 16 AM 9:36

OFFICE OF THE DIRECTOR
OHIO EPA

DHWM
52 East Gay St.
PO Box 1008
Columbus, OH 43216-1008
614.464.6400

www.vorys.com

Founded 1909

RECEIVED
OHIO EPA

DEC 16 2008

DIV. OF HAZARDOUS
WASTE MGT.

Rental Services Corporation, Inc.
P. O. Box 36217
Charlotte, NC 28236

Ohio Power Company
c/o American Electric Power
1 Riverside Plaza
29th Floor
Columbus, OH 43215

Board of County Commissioners
401 ½ Main Street
Coshocton, OH 43812

Coshocton Metropolitan Housing Authority
823 Magnolia Street
P. O. Box 758
Coshocton, OH 43812

Re: McWane, Inc. (d.b.a. CLOW Water Systems Company)
Post Closure Matters, Coshocton County Property (Cold Pipe Rack Storage Area)

Gentlemen:

Enclosed please find a copy of an *Environmental Covenant* ("Covenant") which was filed December 10, 2008 and recorded in Official Record Book 483, Page 771 with the Recorder's Office, Coshocton County, Ohio in connection with certain real property ("Property") located in Coshocton County, Ohio owned by McWane, Inc., dba Clow Water Systems Company.

Based upon the information derived from the Coshocton County records, it has been determined that you hold an interest in the Property (as identified in Exhibit C of the Covenant). Accordingly, this enclosure has been provided to you in compliance with paragraph 17 of the Covenant.

Please review the Covenant, including paragraph 5, as to its affect on your interest in the Property.

WASHINGTON
1828 L St. NW
Eleventh Floor
Washington, DC 20036-5109
202.467.8800

CLEVELAND
1375 East Ninth St.
2100 One Cleveland Center
Cleveland, OH 44114-1724
216.479.6100

CINCINNATI
221 East Fourth St.
Suite 2000, Atrium Two
PO Box 0236
Cincinnati, OH 45201-0236
513.723.4000

ALEXANDRIA
277 South Washington St.
Suite 310
Alexandria, VA 22314
703.837.6999

AKRON
106 South Main St.
Suite 1100
Akron, OH 44308
330.208.1000

Should you have any questions relating to the enclosure or this site in general, please do not hesitate to contact me.

Sincerely yours,



Kristin L. Watt

KLW/jbg

Enclosure

cc: Heather Klesch, CLOW Water Systems Company (w/enclosure)
Todd A. Anderson, Esq., Ohio Environmental Protection Agency (w/enclosure)

XO

Environmental Covenant
McWane, Inc. (d.b.a. Clow Water Systems Company)
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OHIO E.P.A.

DEC -3 2008

ENVIRONMENTAL COVENANT

OHIO ENVIRONMENTAL PROTECTION AGENCY DIRECTOR'S JOURNAL

This Environmental Covenant is entered into by McWane, Inc. (d.b.a. Clow Water Systems Company), having offices at 2266 South Sixth Street, Coshocton, Ohio 43812, ("Owner" and "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 to the activity and use limitations set forth herein.

Whereas, Owner is the owner of certain real property consisting of a parcel of land situated in Coshocton County, Ohio, and legally described in Exhibit A hereto (collectively referred to herein as the "Clow Property"); and

Whereas, Owner has entered into Director's Final Findings and Orders, journalized on October 6, 2006, wherein Owner is required to implement a Closure Plan for a hazardous waste storage and disposal unit. The Closure Plan, approved by the Ohio EPA Director on September 15, 2006, requires submission of an environmental covenant for an area of the Clow Property known as the "cold pipe rack storage area," which area is legally described in Exhibit B hereto (hereinafter referred to as the "Covenant Property"). The administrative record of the closure is maintained as the file titled McWane, Inc. (d.b.a. Clow Water Systems Company), in the Ohio EPA Southeast District Office, 2195 Front Street, Logan, Ohio 43138; and

Whereas, the Closure Plan requires that the future land use of the Covenant Property be limited to industrial use only, as that term is defined herein; and

Now therefore, Owner and Ohio EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to ORC §§ 5301.80 to 5301.92.
2. Property. This Environmental Covenant concerns an approximately 4294 acre tract of real property in Coshocton County, Ohio, and is more particularly described in Exhibit B attached hereto and hereby incorporated by reference herein ("Covenant Property").
3. Owner. McWane, Inc. (d.b.a. Clow Water Systems Company), having offices at 2266 South Sixth Street, Coshocton, Ohio 43813, ("Owner") is the owner of the Property.
4. Holders. Owner, whose address is listed above, is the holder of this Environmental Covenant. In the event of a future transfer of the Covenant Property such that the Owner would no longer own the Covenant Property, McWane, Inc. (d.b.a. Clow Water Systems Company), shall remain a Holder.
5. Activity and Use Limitations. As part of the Closure Plan, Owner hereby imposes and agrees to comply with the following activity and use limitations:
 - A. The Covenant Property shall not be used for Residential Activities, but may be used for Industrial Activities. The term "Residential Activities" shall include, but not be limited to, the following:
 - i. Single and multi-family dwelling and rental units;
 - ii. Day care centers and preschools;

WHEN RECORDED, RETURN TO: Jane B. Gaines, Paralegal,
VORYS, SATER, SEYMOUR AND PEASE LLP, 52 East Gay
Street, P.O. Box 1008, Columbus, OH 43216-1008
(ENVELOPE PROVIDED)

200800005159
Filed for Record in
COSHOCTON COUNTY, OHIO
DAVID H BILLY
12-10-2008 At 12:42 pm.
AGREE/MISC 116.00
OR Book 483 Page 771 - 783

Environmental Covenant
McWane, Inc. (d.b.a. Clow Water Systems Company)
Page 2

- iii. Hotels and motels;
- iv. Educational (except as a part of industrial activities within the Property) and religious facilities;
- v. Restaurants and other food and beverage services (except as a part of industrial activities within the Property);
- vi. Entertainment and recreational facilities (except as a part of industrial activities within the Property);
- vii. Hospitals and other extended care medical facilities; and
- viii. Transient or other residential facilities.

The term "Industrial Activities" shall include manufacturing, formulating, repackaging or refining operations, 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. If any event or action by or on behalf of a person who owns an interest in or holds an encumbrance on the Covenant Property, identified in Paragraph 12, below, constitutes a violation of these use and activity restrictions, Owner or Transferee shall notify Ohio EPA within thirty (30) days of becoming aware of the event, and shall remedy the breach of the covenant within sixty (60) days of becoming aware of the event or 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 and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC § 5301.85, subject to amendment or termination as set forth herein. The term "Transferee," as used in this Environmental Covenant, shall mean any future owner of any interest in the Covenant Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91 or other applicable law. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law.

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

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

10. Recordation of Environmental Covenant. Within thirty (30) days after the date of the final required signature upon this covenant, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the property, with the Coshocton County Recorders Office.

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

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

The Covenant Property shall not be used for Residential Activities, but may be used for Industrial Activities. The term "Residential Activities" shall include, but not be limited to, the following:

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

The term "Industrial Activities" shall include manufacturing, formulating, repackaging or refining operations, 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.

In the event that any activity by the holder of an encumbrance constitutes a violation of these use and activity restrictions, Owner or Transferee shall notify Ohio EPA within thirty (30) days of becoming aware of the event, and shall remedy the breach of the covenant within sixty (60) days of becoming aware of the event, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA.

Owner shall notify Ohio EPA within ten (10) days after each conveyance of an interest in any portion of the Covenant Property so long as Owner owns same. Thereafter, Transferee must provide such notice. 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 Covenant Property being transferred, a survey map of the Covenant Property being transferred; and the closing date of the transfer of ownership of the Covenant Property.

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

- A. that the Owner is the sole owner of the Clow Property, which includes the Covenant Property;
- B. that the Owner holds fee simple title to the Covenant Property which is subject to the

Environmental Covenant
McWane, Inc. (d.b.a. Clow Water Systems Company)
Page 4

encumbrances listed and described in Exhibit C hereto, which is fully incorporated by reference herein.

- C. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- D. that the Owner has identified all other parties, identified in Exhibit C, described above, that hold any interest (e.g., encumbrance) in the Covenant Property and has made reasonable efforts to notify those parties most likely to be affected by the Owner's intention to enter into this Environmental Covenant; and
- E. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party of 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 Ohio EPA, pursuant to ORC § 5301.90 and other applicable law. Amendment means any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. Termination means the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

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

17. Distribution of Environmental Covenant. The Owner shall distribute copies of the recorded Environmental Covenant to: Ohio EPA, any lessee, each person who signed the Environmental Covenant, each person holding a recorded interest in the Covenant Property, and any other person designated by Ohio EPA.

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

Environmental Covenant
McWane, Inc. (d.b.a. Clow Water Systems Company)
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Ohio Environmental Protection Agency
Lazarus Government Center
Division of Hazardous Waste Management
P.O. Box 1049
Columbus, Ohio 43216-1049

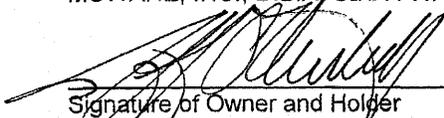
and

Ohio Environmental Protection Agency
Southeast District Office
Division of Hazardous Waste Management
2195 Front Street
Logan, Ohio 43138
Attn: DHWM Manager

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

IT IS SO AGREED:

MCWANE, INC., D.B.A. CLOW WATER SYSTEMS COMPANY



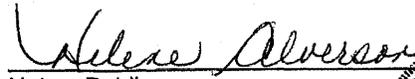
Signature of Owner and Holder

JEFF OTTERSTEDT, VICE-PRESIDENT AND MGR 11-11-08
Printed Name and Title Date

State of Ohio)
County of Coshocton) ss:

Before me, a notary public, in and for said county and state, personally appeared JEFF OTTERSTEDT of McWane, Inc. dba Clow Water Systems Company.

11th IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this NOVEMBER, 2008.



Notary Public



HELENE ALVERSON
Notary Public, State of Ohio
My Commission Expires 6/21/20

OHIO ENVIRONMENTAL PROTECTION AGENCY


Chris Korleski, Director

12/2/08

Date

Environmental Covenant
McWane, Inc. (d.b.a. Clow Water Systems Company)
Page 6

State of Ohio)
) ss:
County of Franklin)

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

2nd IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this day of December, 2008.



Charma Diane Casteel
Notary Public

This instrument prepared by:
Kristin L. Watt, Esq.
Vorys, Sater, Seymour and Pease LLP
52 E. Gay Street, P.O. Box 1008
Columbus, Ohio 43216-1008

CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES

May 10, 2009

TRANSFERRED NO. E497

FEE PAID \$ 0.

CONVEYANCE EXAMINED
SEC. 875.02 COMPLIED WITH

SEP 13 1994

Richard J. Tompkins

CLERK OF COSHOCTON COUNTY, OH

BY *B. Patterson*

Form 664 - Quit Claim - Ohio
Statutory Form

Know all Men by these Presents

That Clow Water System Co., fka Clow, Inc., fka J.B. Clow & Sons, Inc.,
fka James B. Clow & Sons, Inc., a Delaware Corporation

of Coshocton County, State of Ohio, for valuable consideration paid, grant to
McWane, Inc., a Delaware Corporation

whose tax-mailing address is 2266 S. 6th Street, Coshocton, Ohio 43812

the following real property

Situated in the County of Coshocton, in the State of Ohio and in the Township of
Tuscarawas and being the following parcels of real estate.

PARCEL NUMBER	DESCRIPTION	DEED REFERENCE
035-00000314-00	Lot 725, Board of Trade 5th Addition	Volume 272, Page 662
035-00000315-00	Lot 726, Board of Trade 5th Addition	Volume 272, Page 662 Volume 372, Page 340
035-00000316-00	Lot 724, Board of Trade 5th Addition	Volume 272, Page 662 Volume 372, Page 340
035-0000047-00	Tusc. Twp., 4th Quarter, 6.750 +/- ac.	Volume 105, Page 593 and Volume 219, Page 553
035-0000048-00	Tusc. Twp., 4th Quarter, 2.02 +/- ac.	Volume 203, Page 126 and Volume 219, Page 553
035-0000049-00	Tusc. Twp., 4th Quarter, 5.920 +/- ac.	Volume 138, Page 17 and Volume 219, Page 553
035-0000050-00	Tusc. Twp., 4th Quarter, 4.264 +/- ac.	Volume 108, Page 185, Volume 120, Page 624, and Volume 219, Page 553
035-0000051-00	Tusc. Twp., 4th Quarter, 16.29 +/- ac.	Volume 105, Page 593, and Volume 219, Page 553
035-0000052-00	Tusc. Twp., 4th Quarter, 20.13 +/- ac.	Volume 108, Page 74 and Volume 219, Page 553
035-0000053-00	Tusc. Twp., 4th Quarter, 4.630 +/- ac.	Volume 119, Page 241 and Volume 219, Page 553
035-0000054-00	Tusc. Twp., 4th Quarter, 2.20 +/- ac.	Volume 119, Page 241 and Volume 219, Page 553
035-0000055-00	Tusc. Twp., 4th Quarter, 1.080 +/- ac.	Volume 238, Page 124
035-00001018-00	Tusc. Twp. 4th Quarter, Vacated Alley	Volume 331, Page 238
035-00000303-00	Lot 591, Board of Trade 5th Addition	Volume 192, Page 629 and Volume 219, Page 553
035-00000305-00	Lot 592, Board of Trade 5th Addition	Volume 209, Page 218 and Volume 219, Page 553
035-00000306-00	Lot 593, Board of Trade 5th Addition	Volume 209, Page 218 and Volume 219, Page 553
035-00000307-00	Lot 594, Board of Trade 5th Addition	Volume 209, Page 218, and

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EXHIBIT

A

593 03

035-0000308-00	Lot 593, Board of Trade 5th Addition	Volume 219, Page 553 Volume 192, Page 629, and Volume 219, Page 553
035-0000310-00	Lot 597, Board of Trade 5th Addition	Volume 209, Page 218, and Volume 219, Page 553
035-0000312-00	Lot 596, Board of Trade 5th Addition	Volume 209, Page 218 and Volume 219, Page 553
035-0000313-00	Vacated Alley Board of Trade 5th Add.	Volume 216, Page 208
035-0000296-00	Lot 402, Board of Trade 5th Addition	Volume 150, Page 169 and Volume 219, Page 553
035-0000297-00	Lot 599, Board of Trade 5th Addition	Volume 192, Page 629, Volume 219, Page 553, and Volume 261, Page 639
035-0000298-00	Lot 598, Board of Trade 5th Addition	Volume 261, Page 639
035-0000299-00	Lot 588, Board of Trade 5th Addition	Volume 209, Page 218, Volume 219, Page 553, and Volume 372, Page 340
035-0000300-00	Lot 589, Board of Trade 5th Addition	Volume 209, Page 218, Volume 219, Page 553, and Volume 372, Page 340
035-0000301-00	Lot 590, Board of Trade 5th Addition	Volume 209, Page 218, Volume 219, Page 553, and Volume 372, Page 340
035-0000302-00	Lot 769, Board of Trade 5th Addition	Volume 171, Page 237, Volume 209, Page 185, Volume 219, Page 553, and Volume 372, Page 340
035-0000304-00	Lot 770, Board of Trade 5th Addition	Volume 171, Page 237, Volume 209, Page 185, Volume 219, Page 553, and Volume 372, Page 340
035-0000309-00	Lot 772, Board of Trade 5th Addition	Volume 207, Page 574, Volume 219, Page 553, and Volume 372, Page 340
035-0000311-00	Lot 771, Board of Trade 5th Addition	Volume 192, Page 629, Volume 219, Page 553, and Volume 372, Page 340
035-0000056-00	Tusc. Twp., 4th Quarter, .336 +/- ac.	Volume 108, Page 185, Volume 120, Page 624, Volume 219, Page 553, and
035-0000056-00	Lot 722, Board of Trade 5th Addition	Volume 372, Page 404 Volume 372, Page 340
035-0000057-00	Lot 723, Board of Trade 5th Addition	Volume 372, Page 404 Volume 372, Page 340
037-0000021-00	Tusc. Twp., 4th Quarter, 10.25 +/- ac.	Volume 108, Page 74, and Volume 219, Page 553
037-0000022-00	Tusc. Twp., 4th Quarter, 5.740 +/- ac.	Volume 171, Page 238 and Volume 219, Page 553
037-00000307-00	Lot 316, Board of Trade 5th Addition	Volume 266, Page 822
037-00000308-00	Lot 203, Board of Trade 5th Addition	Volume 265, Page 475

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037-00000309-00	Lot 315, Board of Trade 5th Addition	Volume 265, Page 475
037-00000310-00	Lot 204, Board of Trade 5th Addition	Volume 265, Page 475
037-00000311-00	Lot 202, Board of Trade 5th Addition	Volume 265, Page 475
037-00000312-00	Lot 205, Board of Trade 5th Addition	Volume 265, Page 475 Volume 334, Page 327
037-00000313-00	Lot 199, Board of Trade 5th Addition	Volume 265, Page 475
037-00000314-00	Lot 200, Board of Trade 5th Addition	Volume 265, Page 475
037-00000315-00	Lot 197, Board of Trade 5th Addition	Volume 265, Page 475
037-00000316-00	Lot 201, Board of Trade 5th Addition	Volume 265, Page 475
037-00000317-00	Lot 198, Board of Trade 5th Addition	Volume 265, Page 475
037-00000318-00	Lot 196, Board of Trade 5th Addition	Volume 265, Page 477
037-00000319-00	Lot 194, Board of Trade 5th Addition	Volume 265, Page 477
037-00000320-00	Lot 195, Board of Trade 5th Addition	Volume 265, Page 477
037-00000321-00	Lot 324, Board of Trade 5th Addition	Volume 265, Page 479
037-00000322-00	Vacated Alley, Board of Trade 5th Add.	Volume 269, Page 832

It is the intention of this deed to convey all property owned by Grantor to McWane, Inc.

All taxes and special assessments now a lien against the above described premises have been prorated between the parties and the grantees herein by their acceptance of this deed agree to assume and pay all taxes and assessments thereafter.

Prior Instrument Reference: As listed above.

Witness my hand this 9th day of September 1994.

Signed and acknowledged in presence of

Joyce Stockum
Joyce Stockum

Clow Water System Co.
By: *Stephen A. Smith*
Stephen A. Smith
its Vice President and General Manager

State of Ohio,)
Coshocton County,)
Before me, a Notary Public
in and for said County and State, personally appeared the above named
Clow Water System Co., fka Clow, Inc., fka J.B. Clow & Sons, Inc., fka James
B. Clow & Sons, Inc., a Delaware Corporation, by Stephen A. Smith, its Vice
President and General Manager

who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed,
individually and on behalf of said corporation.

In Testimony Whereof I have hereunto set my hand and
official seal, at Coshocton, Ohio
this 9th day of Sept, 1994 A.D. 1994.

53A
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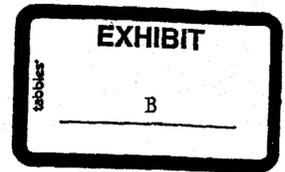
New Description Required
Prior To Next Transfer
Frederick T. Wachtel
Coshocton County Engineer



Joyce Stockum
Notary Public

By: *E. Warren*

SEP 2 1994
THIS INSTRUMENT PREPARED BY: JOYCE STOCKUM
Date: 10/28/94
SEP 13 1994
Recorded
SEP 13 1994
In Coshocton County, Ohio
Official Record Vol. 483 Page 779
Sandra Cordes
Coshocton County Recorder
Recorder's Fee \$ 12.00



**Cold Pipe Storage
Deed Restriction Survey**

Situated in of Lot 8 as shown on the "Plan of the 3rd Quarter of the 5th Township and 6th Range", as recorded in Plat Book 1, pages 16 and 17, in the 3rd Quarter of Township 5 North, Range 6 West of the United States Military Lands, Tuscarawas Township, Coshocton County, Ohio (and being part of the property conveyed to McWane, Inc. by a deed recorded in Official Record Book 69, page 532 and actually described in a deed to James B. Clow & Sons as recorded in Deed Book 108, page 74. Aud. Par. #035-00000052-00) and being further bounded and described as follows:

Beginning for a point of reference at a railroad spike found at the Southeast corner of Lot 325 of the Board of Trade Fifth Addition as recorded in Plat Book 2, page 29, 30 and 31, said point also being on the Westerly line of South Sixth Street;

thence the following five (5) courses along the Westerly Right of Way line of South Sixth Street as shown on "Plat of Extension of the Sixth Street and Board of Trade 5th Addition", as prepared by the Office of the County Engineer, dated May 22, 1936:

- 1) with a curve to the right having a radius of 289.62 feet; a chord bearing and distance of South 17° 13' 39" West 168.15 feet; a central angle of 33° 45' 06"; a tangent distance of 87.86 feet; and an arc distance of 170.61 feet to a railroad spike found;
- 2) South 34° 06' 10" West, a distance of 269.80 feet to a railroad spike found;
- 3) with a curve to the left having a radius of 507.46 feet; a chord bearing and distance of South 26° 24' 39" West 135.84 feet; a central angle of 15° 23' 02"; a tangent distance of 68.54 feet; and an arc distance of 136.25 feet to a 5/8 inch rebar found;
- 4) with a curve to the left having a radius of 507.46 feet; a chord bearing and distance of South 09° 23' 06" West 164.61 feet; a central angle of 18° 40' 05"; a tangent distance of 83.41 feet; and an arc distance of 165.34 feet to a point;
- 5) South 00° 03' 03" West, a distance of 411.60 feet to a point;

thence South 89° 56' 57" East, a distance of 228.02 feet to a point, said point being the South west corner of the Cement Lining Building;

thence North 61° 59' 53" East, along the Southerly face of the Cement Lining Building, a distance of 55.56 feet to a point, **said point being the true point of beginning of this tract;**

thence North 61° 59' 53" East, along the Southerly face of the Cement Lining Building, a distance of 286.54 feet to a point;

thence North 61° 59' 53" East, through the aforementioned McWane, Inc. tract, a distance of 71.22 feet to a point on the Westerly face of the Pipe Shop Building;

thence South 28° 15' 57" East, along the Westerly face of the Pipe Shop Building, a distance of 42.89 feet to a point;

thence the following four (4) courses along the Northerly face of the Shell Core Building:

- 1) South 61° 48' 01" West, a distance of 28.05 feet to a point;
- 2) South 27° 51' 34" East, a distance of 7.23 feet to a point;

- 3) South 61° 53' 41" West, a distance of 17.35 feet to a point;
- 4) South 28° 10' 42" East, a distance of 5.96 feet to a point;

thence South 61° 56' 36" West, through aforementioned McWane, Inc. tract, a distance of 91.31 feet to a corner of the Shell Core Building;

thence continuing South 61° 56' 36" West, along the Northerly face of the Shell Core Building, a distance of 47.46 feet to a point;

thence continuing South 61° 56' 36" West, through the aforementioned McWane, Inc. tract, a distance of 55.91 feet to a point;

thence the following four (4) courses along the Northerly face of the Shell Core Building:

- 1) North 28° 23' 30" West, a distance of 4.33 feet to a point;
- 2) South 62° 15' 15" West, a distance of 38.29 feet to a point;
- 3) North 29° 51' 18" West, a distance of 5.65 feet to a point;
- 4) South 61° 55' 32" West, a distance of 79.26 feet to a point;

thence North 28° 08' 57" West, through the aforementioned McWane, Inc. tract, a distance of 46.35 feet to the point of beginning.

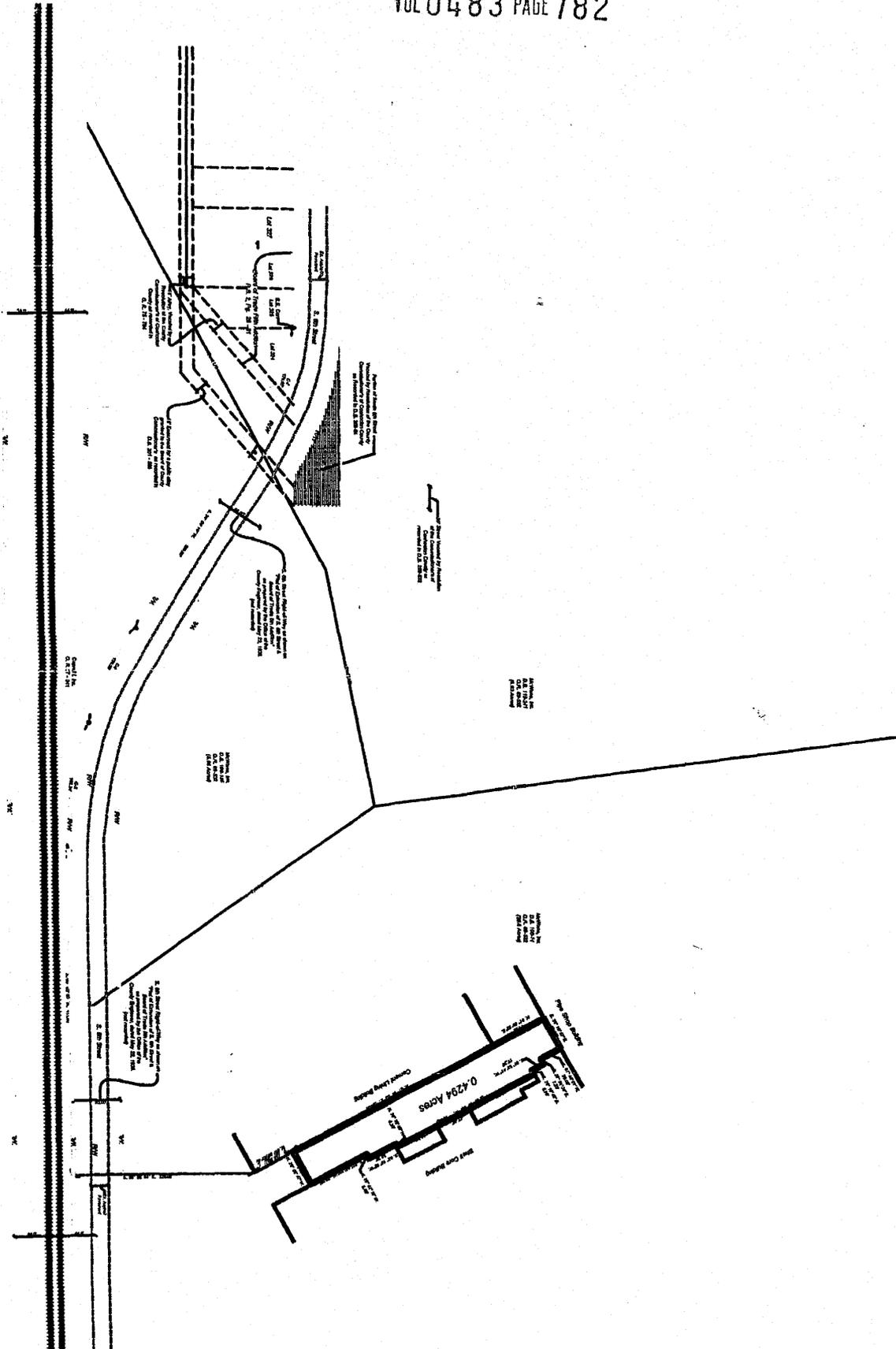
Containing 0.4294 acres, subject to any valid and existing easements, restrictions, leases or other conditions of record.

The bearings shown on this plat are based on Ohio State Plane Coordinates, North Zone, as originally established for Clow Water Systems in October, 2001 by Canter Surveying/GPS Services, 6801 S.R. 56, Athens, Ohio 45701. Pertinent documents are all deeds shown; tax maps; a survey plat prepared by Harold W. Hitchens, Jr., Reg. Surv. #6751, for Clow Water Systems Company dated May 9, 1996; a survey plat prepared by Thomas A. Rager, Reg. Surv. #6649, dated July 19, 1994; a survey plat prepared by G.A. Stewart, Reg. Surv. #0414, dated March, 1967; the "Plat of Extension of S. 6th Street & Board of Trade Fifth Addition" prepared by E.P. Alford, County Engineer, dated April, 1936; and the Right of Way and Track Map of the Pittsburgh, Cincinnati, Chicago & St. Louis Ry. Sheet 82. All iron pins described as set are $\frac{5}{8}$ inch diameter, 30 inches long, solid, reinforcing bars with plastic identification caps. All mention of Deed Books and Official Record Books refer to records on file in the Coshocton County Recorder's Office.

This description was prepared by James M. Matchett, Reg. Surv. #7975, from an actual field survey made under my supervision during October of 2006.

James M. Matchett, Reg. Surv. #7975
Hitchens & Associates
October 24, 2006

job #3401-10-06



1. A mechanics lien filed by Rental Service Corporation against McWane, Inc., signed and acknowledged October 4, 2004, filed for record October 18, 2004, and recorded in Volume 359, Page 39, Coshocton County Official Records, in the amount of \$6,418.86.
 - a). The examiner notes that the parcel numbers listed are assumed to be correct, but a certification cannot be made as the legal descriptions are vague and the deed acreage cannot be matched to the acreage listed for each parcel.
2. A civil suit bearing Case #06-CI-686 filed by Rental Services Corporation, Inc., against McWane, Inc., filed September 19, 2006, in the amount of \$6,418.80.
3. An electric line easement granted by J.B. Clow and Sons Company, unto The Ohio Power Company, filed for record October 5, 1925, and recorded in Volume 24, Page 181, Coshocton County Lease Records.
4. A right of way granted by James B. Clow and Sons unto the Board of County Commissioners, signed and acknowledged May 22, 1936, filed for record June 17, 1936, and recorded in Volume 222, Page 530, Coshocton County Deed Records.
5. A right of way and easement to construct, erect, operate and maintain a line of poles and wires for the purpose of transmitting electric or other power, granted by James B. Clow and Sons, an Illinois Corporation, unto The Ohio Power Company, signed and acknowledged March 14, 1940, filed for record April 1, 1940, and recorded in Volume 174, Page 168, Coshocton County Deed Records.
6. An easement for the purpose of constructing a 16 foot wide public alley granted by James B. Clow and Sons, a Corporation, unto The Board of County Commissioners of Coshocton County, signed and acknowledged July 21, 1953, filed for record August 4, 1953, and recorded in Volume 201, Page 585, Coshocton County Deed Records.
7. A right of way granted by James B. Clow and Sons, Inc., unto the Ohio Power Company, signed and acknowledged August 29, 1956, filed for record September 21, 1956, and recorded in Volume 222, Page 530, Coshocton County Deed Records.
8. A right of way and easement for an electric transmission line granted by Clow Corporation unto the Ohio Power Company, signed and acknowledged March 16, 1977, filed for record March 24, 1977, and recorded in Volume 310, Page 454, Coshocton County Deed Records.
 - a) The legal description is too vague to determine the exact location of said easement.
9. A right of way and easement granted for an electric transmission line granted by James B. Clow and Sons, Inc., unto the Ohio Power Company, signed and acknowledged October 1, 1985, filed for record October 17, 1985, and recorded in Volume 350, Page 739, Coshocton County Deed Records.
10. A right of way and easement for an electric transmission line granted by the Clow Water Systems Corporation, unto the Ohio Power Company, signed and acknowledged February 21, 1986, filed for record March 7, 1986, and recorded in Volume 352, Page 339, Coshocton County Deed Records.
11. An easement for water main purposes granted by Clow Corp., fka James B. Clow and Sons, a Corporation, unto the Coshocton Metropolitan Housing Authority, signed and acknowledged October 22, 1980, filed for record November 10, 1980, and recorded in Volume 328, Page 498, Coshocton County Deed Records.
12. An easement to construct, alter, maintain, replace and repair a system channel granted by James B. Clow and Sons, unto the Board of County Commissioners, signed and acknowledged May 21, 1982, filed for record October 13, 1982, and recorded in Volume 337, Page 87, Coshocton County Deed Records.

200800005159
Filed for Record in
COSHOCKTON COUNTY, OHIO
DAVID H BILLY
12-10-2008 At 12:42 pm.
AGREE/MISC 116.00
OR Book 483 Page 771 - 783