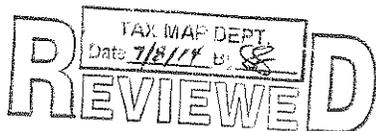


INSTRUMENT # 201400002854
Filed for Record in
MERCER COUNTY, OHIO
ANGELA N. KING
07/08/14 At 02:08PM
MISC. 19 Pages \$184.00

TRANSFER NOT NECESSARY

JUL 08 2014
RANDALL E. GRAPNER
COUNTY AUDITOR
MERCER COUNTY, OHIO



To be recorded with Deed
Records - ORC § 317.08

ENVIRONMENTAL COVENANT (and Termination of May 15, 2009 Environmental Covenant)

This Environmental Covenant is entered into by *Fort Recovery Industries, Inc.* ("Owner") and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property to the activity and use limitations set forth herein.

WHEREAS, Owner is the owner of certain real property located at 2440 State Route 49, Fort Recovery, Ohio 45846, comprising approximately 22.6529 acres, and legally described in **Exhibit 1** attached hereto (collectively referred to herein as the "Property");

WHEREAS, as a result of past electroplating operations related to non-ferrous die castings at its facility in Fort Recovery, Ohio, hazardous waste was stored in RCRA regulated surface impoundments on the Property. These impoundments and other solid waste management units were closed in place. The contaminants at issue included, but were not limited to, copper, chromium, nickel and cyanide. Potential pathways of exposure from the contaminants located within these portions of the Property meet industrial use criteria;

WHEREAS, as a result of the closure of the units identified above, Owner implemented an approved post-closure plan on the Property in accordance with Ohio EPA's hazardous waste requirements contained in ORC Chapter 3734;

WHEREAS, Owner submitted a *Risk Assessment to Support Early Termination of the Surface Impoundment Post-Closure Program* (early termination request) and ceased post closure care activities when Ohio EPA approved Owner's early termination request as meeting risk-based industrial clean closure requirements;

WHEREAS, the Administrative Record of the early termination request is maintained as the documents titled *Risk Assessment to Support Early Termination of the Surface Impoundment Post-Closure Program* (dated September 12, 2008) and *April 22nd, 2008 Meeting, Fort Recovery Industries, Fort Recovery, Ohio* in the Ohio EPA Northwest District Office, 347 North Dunbridge Road, Bowling Green, Ohio;

WHEREAS, on May 15, 2009 Owner recorded an environmental covenant placing certain restrictions on the future use of portions of the Property;

WHEREAS, on July 26, 2013 Ohio EPA prepared a Decision Document of Final Corrective Action ("Decision Document") which also requires implementation of appropriate use restrictions to restrict land and shallow ground water use on the Property to protect human health and the environment, based upon a human health risk assessment.

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. Termination of Prior Covenant. The parties hereto agree to terminate the environmental covenant recorded on May 15, 2009 and by this document terminate same.
3. Property. This Environmental Covenant concerns real property in Mercer County, Ohio and more particularly described in **Exhibit 1** attached hereto and hereby incorporated by reference herein (defined above as "Property"). This Environmental Covenant also concerns a portion of said Property, comprising approximately 8.997 acres and more particularly described in **Exhibit 1a** and hereby incorporated by reference herein ("Covenant Area").
4. Owner. *Fort Recovery Industries Inc.* ("Owner") is the owner of the Property. Owner is located at 2440 State Route 49, Fort Recovery, Ohio 45846.

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

6. Activity and Use Limitations. As part of the early termination request for hazardous waste management units and the Decision Document, Owner hereby imposes and agrees to comply with the following activity and use limitations:

A. The Covenant Area 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) Correctional facilities;
- (iv) Transient or other residential facilities; and
- (v) Production of food-chain products by agricultural means for animal or human consumption.

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

B. Ground water located in the upper most saturated zone within or upon the Property shall not be used except for investigation, monitoring or remediation purposes. There are no restrictions on the use of the deeper sand and gravel aquifer or the bedrock aquifer.

C. In the event that any activity by the holder of an encumbrance on the Property, identified in paragraph 12 below, constitutes a violation of these activity and use restrictions, Owner or Transferee shall notify Ohio EPA within thirty (30) days of becoming aware of the event, and shall remedy the breach of the covenant within sixty (60) days of becoming aware of the event, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA.

7. Running with the Land. This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee,

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

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

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

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

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

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

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN
ENVIRONMENTAL COVENANT, DATED _____, 20___, RECORDED

IN THE DEED OR OFFICIAL RECORDS OF THE MERCER COUNTY RECORDER ON _____, 20__, IN [DOCUMENT _____, *or* BOOK____, PAGE _____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

- A. The Covenant Area 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) Correctional facilities;
 - (iv) Transient or other residential facilities; and
 - (v) Production of food-chain products by agricultural means for animal or human consumption.

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

- B. Ground water located in the upper most saturated zone within or upon the Property shall not be used except for investigation, monitoring or remediation purposes. There are no restrictions on the use of the deeper sand and gravel aquifer or the bedrock aquifer.
- C. In the event that any activity by the holder of an encumbrance on the Property, identified in paragraph 12 below, constitutes a violation of these activity and use restrictions, Owner or Transferee shall notify Ohio EPA within thirty (30) days of becoming aware of the event, and shall remedy the breach of the covenant within sixty (60) days of becoming aware of the event, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA.

Owner shall notify Ohio EPA within ten (10) days after each conveyance of an interest in any portion of the Property. Owner's notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, a legal description of the Property being transferred, a

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

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

- A. that the Owner is the sole owner of the Property;
- B. that the Owner holds fee simple title to the Property which is subject to the interests or encumbrances listed and described in **Exhibit 2** attached hereto, which is fully incorporated by reference herein;
- C. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- D. that the Owner has identified all other persons, identified in Exhibit 2, described above, that hold any interest (e.g. encumbrance) in the Property and notified such persons of the Owner's intention to enter into this Environmental Covenant; and
- E. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected.
- F. There are no other interests in or encumbrances on the Property which conflict with the activity and use limitations set forth in this Environmental Covenant.

14. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent of all of the following: the Owner or a Transferee, the Holder, and the Ohio EPA, pursuant to ORC § 5301.90 and other applicable law. Amendment means any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. Termination means the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

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

15. 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.

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

17. 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 Mercer County Recorder.

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

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

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

and

Environmental Covenant
Fort Recovery Industries Inc.
Page 8

Ohio Environmental Protection Agency
Division of Environmental Response and Revitalization
Northwest District Office
347 North Dunbridge
Bowling Green, Ohio 43402
Attn: DERR Manager

and

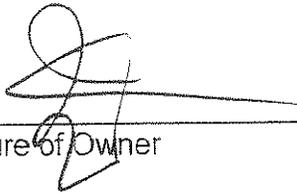
Fort Recovery Industries Inc.
2440 State Route 49
Fort Recovery, Ohio 45846

[Rest of page Intentionally Blank]

The undersigned representative of Fort Recovery Industries, Inc. represents and certifies that he is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

[Owner]/Fort Recoveries Industries, Inc.



Signature of Owner

Wesley M. Jetter
Chairman & CEO

Printed Name and Title

June 12, 2014

Date

State of Ohio)

County of Mercer)

ss:

Before me, a notary public, in and for said county and state, personally appeared, a duly authorized representative of Fort Recovery Industries, Inc., who acknowledged to me that *[he/she]* did execute the foregoing instrument on behalf of Fort Recovery Industries, Inc.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 12th day of JUNE, 2014.

Gayetta Hogan
Notary Public



GAYETTA HOGAN, Notary Public
In and for the State of Ohio
My Commission Expires March 27, 2016

OHIO ENVIRONMENTAL PROTECTION AGENCY



Craig W. Butler, Director

6/23/14

Date

State of Ohio)
) ss:
County of Franklin)

Before me, a notary public, in and for said county and state, personally appeared Craig W. Butler, the ~~Interim~~^{Acting} Director of Ohio EPA, who acknowledged to me that he did execute the foregoing instrument on behalf of Ohio EPA.



IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 23RD day of JUNE, 2014.



Notary Public

CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES

May 10, 2019

EXHIBIT "A"

TRACT I:

Situated in the Township of Recovery, County of Mercer and State of Ohio, to-wit:

Situated in the northwest quarter of Section 20, T(1)(E), R(7)(S) and described as follows:

Beginning at a point in center of State Route 49, 300 feet south of the northwest corner of Section 20, Recovery Township, Mercer County, Ohio. Being the southwest corner of the American Legion property (Emmet Mannix Post) running thence east on a line parallel with the north section line 650 feet to a point, thence running south 0 degrees, 15 minutes east 550 feet, thence running west on a line parallel with the north line 650 feet to the center of State Route 49, thence north 0 degrees, 15 minutes west on center line of said road 550 feet to the place of beginning, tract contains 8.2069 acres.

Prior Instrument Reference: Volume 202, Page 478.

TRACT II:

Tract II intentionally not included in the definition of Property.

TRACT III:

A tract of land located in the NW 1/4, Section 20, T7S-R1e, Recovery Township, Mercer County, Ohio, taken out of a 30.804 acre tract as surveyed and platted by Thomas Sheldon Registered Surveyor #4620 and more fully described from the above plat of survey as follows:

Beginning at a point on the west line of tract #1, said point being N 89° 58' E, 1292.64 feet from a stone at the NW corner of Section 20;

Thence S 6° 22' 50" W, 301.89 feet to a wood stake, the beginning point for this description;

Thence S 6° 22' 50" W, 555.28 feet along the west line of tract #1 to an iron pipe;

Thence S 64° 49' 30" W, 400.88 feet to an iron survey stake; Thence S 64° 50' W, 286.40 feet to an iron survey marker;

Thence S 43° 54' W, 336.75 feet to an iron survey pin set on the center line of State Route #49;

Thence N 44° 24' W, 216.58 feet to a point; Thence N 36° 53' W, 307.49 feet to a point;

Thence N 0° 17' E, 133.89 feet to a point on the center line of State Route #49.

Thence N 89° 58' E, 650 feet along the south line of Ft. Recovery Industries Land to a wood corner post, being the SE corner of the Ft. Recovery Industries Tract.

Thence N 0° 17' W, 550 feet along the east line of the Ft. Recovery Industries tract to a 2" steel rod, being the NE corner of the Fort Recovery Industries tract;

Thence N 89° 58' E, 606.70 feet to point of beginning.

Tract contains 14.254 acres subject to the right of way of State Route #49. This Tract embraces all the land remaining after tracts 1, 2 and 3 are taken out of the 30.804 acre tract as shown by the Sheldon survey and plat, and as shown upon a revised plat of survey made by B. R. Gebhart, registered surveyor #3909.

Acreage by Latitudes and departures.

Prior Instrument Reference: Volume 212, Page 288.

Description
of a
8.997 Acre Tract (Environmental Easement)
for
Fort Recovery Industries, Inc.

Situated in the Northwest Quarter of Section 20, Township 7 South, Range 1 East, Recovery Township, Mercer County, Ohio and being part of the 8.2069 and 14.254 acre tracts as described in Mercer County Deed Records Volume 301, Page 611 and being more particularly described as follows:

Commencing at an iron pin found at the northwest corner of the Northwest Quarter of Section 20;

thence South 01° 24' 58" West 299.83 feet along the centerline of State Route 49 to an iron pin found at the northwest corner of said 8.2069 acre tract;

thence South 88° 23' 18" East 81.99 feet along the north line of said 8.2069 acre tract to a point;

thence South 01° 25' 15" West 10.95 feet to an iron pin set, said pin being the TRUE POINT OF BEGINNING for the tract described herein;

thence South 88° 25' 49" East 577.47 feet to an iron pin set;

thence South 16° 06' 51" East 210.07 feet to an iron pin set;

thence South 47° 57' 00" East 228.58 feet to an iron pin set;

thence South 33° 15' 44" West 337.56 feet to an iron pin set;

thence South 81° 11' 38" West 140.52 feet to an iron pin set;

thence North 88° 01' 00" West 203.64 feet to an iron pin set;

thence North 29° 46' 23" West 340.68 feet to an iron pin set;

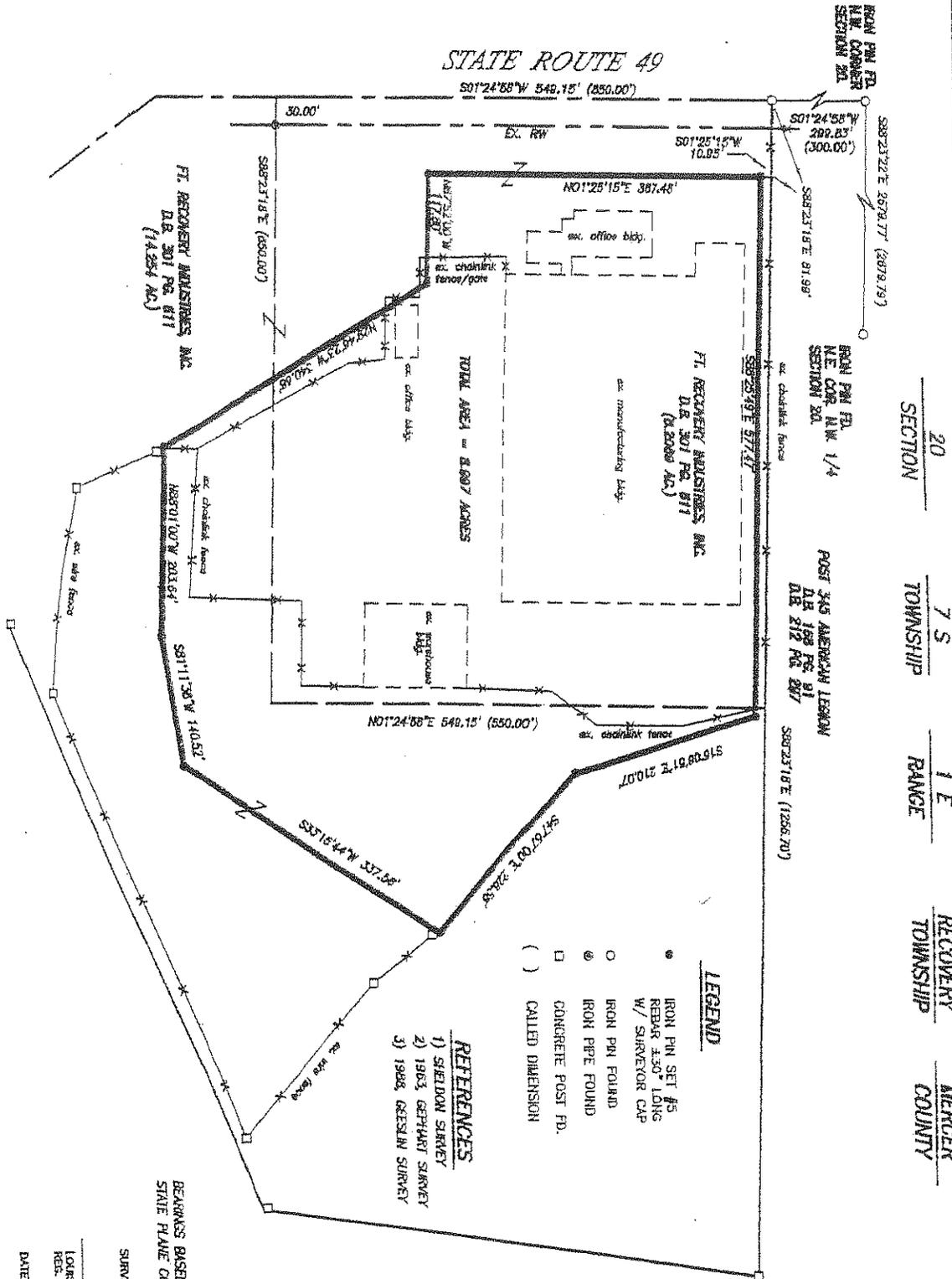
thence North 87° 52' 00" West 117.80 feet to an iron pin set;

thence North 01° 25' 15" East 367.48 feet to the point of beginning containing 8.997 acres, more or less, and being subject to all legal highways and easements of record.

This description was prepared from a survey completed in November 2012 by Louis J. Bergman, Registered Surveyor #7177.

STATE ROUTE 49

S01°24'58"W 548.15' (850.00')



FT. RECOVERY INDUSTRIES, INC.
D.R. 301 PG. 811
(14254 AC.)

TOTAL AREA = 8.897 ACRES

FT. RECOVERY INDUSTRIES, INC.
D.R. 301 PG. 811
(25200 AC.)

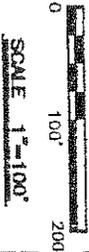
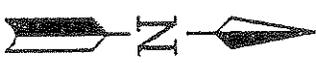
IRON PIN FD.
NE COR. NW 1/4
SECTION 20

POST 345 AMERICAN LEGION
D.R. 199 PG. 81
D.R. 212 PG. 807

SECTION 20
TOWNSHIP 7 S
RANGE 1 E
RECOVERY TOWNSHIP
MERCER COUNTY

- LEGEND**
- IRON PIN SET #5
 - IRON PIPE FOUND
 - ⊙ IRON PIPE FOUND
 - CONCRETE POST FD.
 - () CALLED DIMENSION

- REFERENCES**
- 1) SHELDON SURVEY
 - 2) 1983 GERRARD SURVEY
 - 3) 1988 GREEN SURVEY



LOUIS J. BERGMAN
REG. SURVEYOR 87177
DATE: _____

BEARINGS BASED ON NAD83 (NRSR2007) OHIO
STATE PLANE COORDINATES, NORTH ZONE
SURVEYED BY:

<p>8.897 ACRE ENVIRONMENTAL EASEMENT FORT RECOVERY INDUSTRIES, INC.</p>	<p>NOTE & ASSOCIATES, INC. ENGINEERS & LAND SURVEYORS</p> <p>24100 W. 100th St. Suite 200, Overland Park, KS 66211 913.666.8800 Fax 913.666.8801 1-800-828-8800 www.noteandassociates.com</p>	<p>MERCER COUNTY</p>
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TO: FORT RECOVERY INDUSTRIES, INC.

OWNER'S TITLE CERTIFICATE

The undersigned hereby certifies that he has made a thorough examination of the records of Mercer County, Ohio, as disclosed by the public indexes in accordance with the Ohio Marketable Title Act, relating to the premises hereinafter described in Item 1. This examination commenced with: (1) Tract I: a Warranty Deed from Esther M. Jetter & George G. Jetter, husband and wife, to Jetter Real Estate Company, filed for record on November 3, 1960, at Volume 202, Page 478 of the Mercer County Deed Records and continued to the date hereof; (2) Tract II: a Warranty Deed from Clair L. Kelly, married, to Paul Shannon, filed for record on January 17, 1962, at Volume 207, Page 181 of the Mercer County Deed Records and continued to the date hereof; (3) Tract III: a Warranty Deed from Marguerite B. Davidson (Reuter), married to Francis H. Davidson, and Helen E. Hanni (Reuter), married to John W. Hanni, to Jetter Real Estate Inc., filed for record on August 26, 1963, at Volume 212, Page 288 of the Mercer County Deed Records and continued to the date hereof.

This certificate does not purport to cover matters not of record in the County, including rights of persons in possession, questions which a correct survey or inspection would disclose, rights to file mechanics' liens, special taxes and assessments not shown by the County Treasurer's records, zoning and other governmental regulations, or liens asserted by the United States or State of Ohio, their agencies and officers under the Ohio Solid Hazardous Waste Disposal Act, Federal Superfund Amendments, and under Racketeering Influence and Corrupt Organization Acts and Receivership Liens, unless the lien is filed in the public records of the county in which the premises is located.

The undersigned hereby certifies that, in his opinion based upon the records, the fee simple title to the premises is vested in Fort Recovery Industries, Inc., an Ohio corporation, by virtue of

a Limited Warranty Deed from Jetter Real Estate Company, an Ohio corporation, dated December 29, 1986, filed for record December 30, 1986, and recorded in Volume 301, Page 611 of the Deed Records of Mercer County, Ohio; and that as appears from the records, the title is marketable and free from encumbrances except and subject to the matters set forth in the following Items II, III, IV, V, VI, VII, VIII, IX, and X.

ITEM I See attached Exhibit "A".

ITEM II Real Estate Taxes: Parcel Number: 38-033300.0000 (22.450 acres)
Tax Valuation: \$1,573,460
Taxes Per Half: \$10,724.72-1st half*; \$10,718.20 2nd half
Taxes paid through the July, 2008 installment

Parcel Number: 39-007100.0200 (0.1920 acres)
Tax Valuation: \$2,850
Taxes Per Half: \$24.45-1st half*; \$24.25 2nd half
Taxes paid through the July 2008 installment

* Assessments: Wabash Conservancy \$6.52 1st half only (Tracts I & III)
Wabash Conservancy \$0.20 1st half only (Tract II)

ITEM III An Easement from Mildred M. Stevenson and Marguerite B. Davidson, to State of Ohio, filed for record September 26, 1952, and recorded in Volume 165, Page 40, of the Deed Records of Mercer County, Ohio. A copy of the Easement is attached hereto. NOTE: This Easement pertains to Tracts I and III only.

ITEM IV An Easement from Clair L. Kelly, to State of Ohio, filed for record October 8, 1952, and recorded in Volume 165, Page 45, of the Deed Records of Mercer County, Ohio. A copy of the Easement is attached hereto. NOTE: This Easement pertains to Tract II only.

ITEM V An Easement from Jetter Real Estate Co., to General Telephone Company of Ohio, an Ohio corporation, filed for record June 26, 1972, and recorded in Volume 236, Page 685, of the Deed Records of Mercer County, Ohio. A copy of the Easement is attached hereto. NOTE: This Easement pertains to Tracts I and III only.

ITEM VI An Easement from Fort Recovery Industries, Inc., to West Ohio Gas Company, an Ohio corporation, filed for record January 10, 1991, and recorded in Volume 318, Page 221, of the Deed Records of Mercer County, Ohio. A copy of the Easement is attached hereto. NOTE: This Easement pertains to Tract I only.

ITEM VII Any matters shown in the Affidavit In Aid of Title filed for record May 14, 1992, and recorded in Volume 3, Page 690, of the Affidavit Records of Mercer County, Ohio. A copy of the Affidavit is attached hereto. NOTE: This Affidavit pertains to Tracts I, II and III.

ITEM VIII Any matters shown on the Fort Recovery Industries Survey dated May 14, 1988. A copy of the Survey is attached hereto.

ITEM IX Any matters shown on the Stevenson Survey dated January 10, 1963. A copy of the Survey is attached hereto.

ITEM X Any matters shown on the Cheeseman Trucking Company Survey dated October 17, 1985. A copy of the Survey is attached hereto.

Dated at Sidney, Ohio, this 23rd day of January, 2009, at 8:00 a.m.

FAULKNER, GARMHAUSEN, KEISTER & SHENK
A Legal Professional Association

By: _____

John M. Garmhausen

EXHIBIT "A"

TRACT I:

Situated in the Township of Recovery, County of Mercer and State of Ohio, to-wit:

Situated in the northwest quarter of Section 20, T(1)(E), R(7)(S) and described as follows:

Beginning at a point in center of State Route 49, 300 feet south of the northwest corner of Section 20, Recovery Township, Mercer County, Ohio. Being the southwest corner of the American Legion property (Emmet Mannix Post) running thence east on a line parallel with the north section line 650 feet to a point, thence running south 0 degrees, 15 minutes east 550 feet, thence running west on a line parallel with the north line 650 feet to the center of State Route 49, thence north 0 degrees, 15 minutes west on center line of said road 550 feet to the place of beginning, tract contains 8.2069 acres.

Prior Instrument Reference: Volume 202, Page 478.

TRACT II:

Being a parcel of land situated in the Village of Fort Recovery and also being in Recovery Township, Mercer County, Ohio, in the West part of Section 20, Township 7 South, Range 1 East, being more-particularly described as follows:

Commencing for reference at the corner stone at the northwest corner of said Section 20; thence North 89° 58' East, along the north line of said Section 20, a distance of One Thousand Two Hundred Ninety-two and 64/100 (1292.64) feet to a point; thence, South 06° 22' 50" West, a distance of One Thousand One Hundred Sixty-Two and 42/100 (1162.42) feet to a patent survey stake on the north right-of-way of Lost Road; thence, South 77° 03' 53" West, along said north right-of-way line of Lost Road a distance of One Hundred Sixty-four (164.00) feet to a 5/8 inch iron bar; thence continuing along the north right-of-way line of Lost Road, South 71° 12' 38" West, a distance of One Hundred ninety-two and 98/100 (192.98) feet to a 5/8 inch iron bar, said point being the place of beginning for the parcel to be conveyed by this instrument; thence, continuing South 71° 12' 38" West, along said north right-of-way line of Lost Road, a distance of forty-five and 42/100 (45.42) feet to a 5/8 inch iron bar; thence, north 31° 39' 04" West, a distance of Two Hundred and 08/100 (200.08) feet to a 5/8 inch iron bar; thence, North 64° 45' 18" East, along the corporation line of the Village of Fort Recovery, a distance of thirty-eight and 52/100 (38.52) feet to a patent survey stake; thence, South 33° 19' 07" East, a distance of Two Hundred Five and 98/100 (205.98) feet to the place of beginning.

Containing 0.192 acre of land, more or less, subject to all easements and right-of-way of record.

Reference is made to a survey of this area by Gordon L. Geeslin, Registered Surveyor 5372, dated October 17, 1985 on file in the County Engineer's Office.

Prior Instrument Reference: Volume 298, Page 287.

TRACT III:

A tract of land located in the NW 1/4, Section 20, T7S-R1e, Recovery Township, Mercer County, Ohio, taken out of a 30.804 acre tract as surveyed and platted by Thomas Sheldon Registered Surveyor #4620 and more fully described from the above plat of survey as follows:

Beginning at a point on the west line of tract #1, said point being N 89° 58' E, 1292.64 feet from a stone at the NW corner of Section 20;

Thence S 6° 22' 50" W, 301.89 feet to a wood stake, the beginning point for this description;

Thence S 6° 22' 50" W, 555.28 feet along the west line of tract #1 to an iron pipe;

Thence S 64° 49' 30" W, 400.88 feet to an iron survey stake; Thence S 64° 50' W, 286.40 feet to an iron survey marker;

Thence S 43° 54' W, 336.75 feet to an iron survey pin set on the center line of State Route #49;

Thence N 44° 24' W, 216.58 feet to a point; Thence N 36° 53' W, 307.49 feet to a point;

Thence N 0° 17' E, 133.89 feet to a point on the center line of State Route #49.

Thence N 89° 58' E, 650 feet along the south line of Ft. Recovery Industries Land to a wood corner post, being the SE corner of the Ft. Recovery Industries Tract.

Thence N 0° 17' W, 550 feet along the east line of the Ft. Recovery Industries tract to a 2" steel rod, being the NE corner of the Fort Recovery Industries tract;

Thence N 89° 58' E, 606.70 feet to point of beginning.

Tract contains 14.254 acres subject to the right of way of State Route #49. This Tract embraces all the land remaining after tracts 1, 2 and 3 are taken out of the 30.804 acre tract as shown by the Sheldon survey and plat, and as shown upon a revised plat of survey made by B. R. Gebhart, registered surveyor #3909.

Acreage by Latitudes and departures.

Prior Instrument Reference: Volume 212, Page 288.

