

Instr: 20100202000324 02/02/2010  
 P: 1 of 14 F: \$144.00  
 Rick Campbell 9:51AM HISC  
 Stark County Recorder T20100003241

**ENVIRONMENTAL COVENANT**

This Environmental Covenant is entered into by GraMac Enterprises Ltd. ("GraMac" or "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 (as defined in Section 2 below) to the activity and use limitations set forth herein.

WHEREAS, Screen printing operations were conducted at the Property until 1985. These operations included the cleaning of reusable silk screens used in the printing operations. The cleaning produced wash water that contained some solvents and inks that were disposed of in four leachate wells that previously were located at the Property. The four leachate wells have been excavated and removed from the Property along with soil and associated piping. The closure activities have been conducted pursuant to closure plans/ post closure plans submitted by Owner to Ohio EPA in 1993, 1994, 1998 and 2003. Ohio EPA approved the Amended Closure Plan for the Property on January 19, 1999 and approved the Amended Closure/Post Closure Plan for the Property on June 23, 2004:

WHEREAS, the administrative record of the closure/post closure of the Property is maintained in the files at the Ohio EPA Northeast District Office, 2110 Aurora Road, Twinsburg, Ohio 44087; and

WHEREAS, installation of a groundwater well for drinking water or prior to conducting any site excavating or grading in the area of the former leachate wells and associated piping on the Property, which is the area described in Exhibit B attached, shall be conducted at the Property in accordance with Ohio Administrative Code rule 3745-27-13.

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 1.125 acre tract of real property currently owned by GraMac and located at 7390 Middlebranch Road in Middlebranch, Stark County, Ohio, as more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein ("the Property").
3. Owner. GraMac, an Ohio limited liability company, is the owner of the Property. On August 19, 2008, GraMac entered into a Land Contract for sale of the Property to



Instr: 2010020003024  
P: 2 of 14 F: \$144.00 02/02/2010  
Rick Campbell 9:51AM MISC  
Stark County Recorder 72010003241

Middlebranch Collision Center, LLC. This Land Contract was recorded with the Stark County Recorder on August 22, 2008, Instrument No. 200808220037932. Middlebranch Collision Center, LLC currently occupies the Property.

4. Activity Limitations. As part of the closure actives on the Property, Owner hereby imposes and agrees that no groundwater well for drinking water shall be installed and no site grading or excavation activities shall occur in the area described in Exhibit B (which is the approximate location of the former four leachate wells and associated piping at the Property), unless and until prior approval is obtained from Ohio EPA in accordance with Ohio Administrative Code rule 3745-27-13.

5. Running with the Land. This Environmental Covenant shall be binding upon the Owner during its period of ownership of the Property, 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, sublessees, or individuals or entities with a recordable interest in the Property.

6. 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 Ohio EPA from exercising any authority under applicable law.

7. Rights of Access. Owner hereby grants to Ohio EPA, its agents, contractors, and employees the right of access to the Property for the limited purpose of implementing or enforcing this Environmental Covenant.

8. Compliance Reporting. Owner or any Transferee shall submit to Ohio EPA on an annual basis written documentation verifying that the activity and use limitations remain in place and are being complied with.

9. Notice upon Convevance. 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:

Instr: 201002020003824  
P: 3 of 14 F: \$144.00 02/02/2010  
Rick Campbell 9:51AM MISC  
Stark County Recorder T20100003241

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED \_\_\_\_\_, 200\_\_ RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE STARK COUNTY RECORDER ON \_\_\_\_\_ 200\_\_ IN BOOK \_\_\_, PAGE \_\_\_\_\_. THE ENVIRONMENTAL COVENANT REQUIRES APPROVAL FROM OHIO EPA IN ACCORDANCE WITH OHIO ADMINISTRATIVE CODE RULE 3745-27-13 PRIOR TO ANY INSTALLATION OF A GROUNDWATER WELL AND PRIOR TO ANY EXCAVATION OR SITE GRADING ACTIVITIES WITHIN AN AREA OF THE PROPERTY AS DESCRIBED MORE FULLY IN THE ENVIRONMENTAL COVENANT.

Owner or Transferee shall notify Ohio EPA within thirty (30) 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 if applicable, and the closing date of the transfer of ownership of the Property.

10. Representations and Warranties. Owner hereby represents and warrants that:
  - A. the Owner is the sole owner of the Property. However, there is a Land Sale Contract between Owner and Middlebranch Collision Center, LLC for the Property. The Land Contract was recorded with the Stark County Recorder on August 22, 2008, Instrument No. 200808220037932;
  - B. the Owner holds fee simple title to the Property, subject to the Land Sale Contract described above;
  - C. the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and with the full cooperation of any tenant with a possessory interest in the Property, such as Middlebranch Collision Center, LLC at the date of signing of this Environmental Covenant, to carry out all obligations hereunder;
  - D. the Owner has, to the best of its knowledge, identified in Exhibit C other persons that own an interest in or hold an encumbrance of record on the Property, and has notified those persons with an interest in the Activity Limitation Area boundary of the Property, as set forth in Exhibit B, of Owner's intention to enter into this Environmental Covenant; and

Instr: 2010020003824 02/02/2010  
P: 4 of 14 F: \$144.00 S: STAR MISC  
Rick Campbell Stark County Recorder T20100003241

- E. 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.
11. Amendment or Termination. This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA and the Owner or Transferee of the Property. Within thirty (30) days of signature by the requisite parties on any amendment or termination of this Environmental Covenant, the Owner or Transferee shall file such instrument for recording with the Stark County Recorder's Office, and shall provide a file- and date-stamped copy of the recorded instrument to Ohio EPA.
12. 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.
13. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.
14. Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Stark County Recorder's Office.
15. 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 Stark County Recorder.
16. Distribution of Environmental Covenant. The Owner shall distribute a file and date-stamped copy of the recorded Environmental Covenant to: the Ohio EPA, the Stark County Recorder, 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 real property is located, and any other person designated by Ohio EPA.
17. Notice. Unless otherwise notified in writing by or on behalf of the current owner or Ohio EPA, any document or communication required by this Environmental Covenant, including the advance notification required pursuant to Section 4 above, shall be submitted to:

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

Instr: 201002020003824  
P: 5 of 14 F: \$144.00 02/02/2010  
Rick Campbell 9:51AM MISC  
Stark County Recorder T20100003241

Columbus, Ohio 43216-1049

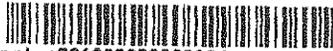
and

Ohio Environmental Protection Agency  
Northeast District Office  
2110 Aurora Road  
Twinsburg, OH 44087  
Attn: DHWM Manager

Any notice to Owner during its period of ownership of the Property shall be sent to:

GraMac Enterprises, Ltd.  
P.O. Box 2473  
North Canton, Ohio 44720

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



Instr: 201002020003324  
 P: 6 of 14 F: \$144.00 02/02/2010  
 Rick Campbell 9:51AM MISC  
 Stark County Recorder T20100003241

IT IS SO AGREED:

GRAMAC ENTERPRISES, LTD.

David W. McCauley  
 Signature of Owner

David W. McCauley  
 Printed Name and Title

12/18/09  
 Date

State of Ohio )  
 )  
 County of Stark )

ss:

Before me, a Notary Public, in and for said county and state, personally appeared the above, a duly authorized representative of GraMac Enterprises Ltd, who acknowledged to me that he executed the foregoing instrument on behalf of GraMac Enterprises Ltd.

<sup>18<sup>th</sup></sup> IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 18 day of December, 2009.

Richard M Osborne  
 Notary Public

RICHARD M. OSBORNE, NOTARY PUBLIC  
 RESIDENCE MEDINA COUNTY  
 STATEWIDE JURISDICTION, OHIO  
 MY COMMISSION EXPIRES MARCH 21, 2011



Instr: 2010020003824 02/02/2010  
P: 7 of 14 F: \$144.00  
Rick Campbell 9:51AM MISC  
Stark County Recorder T20100203241

IT IS SO AGREED:

GRAMAC ENTERPRISES, LTD.

*[Handwritten Signature]*  
Signature of Owner

DENNIS J. GRADY  
Printed Name and Title

12/18/2009  
Date

State of Ohio )  
County of Stark )

ss:

Before me, a Notary Public, in and for said county and state, personally appeared the above, a duly authorized representative of GraMac Enterprises Ltd, who acknowledged to me that he executed the foregoing instrument on behalf of GraMac Enterprises Ltd.

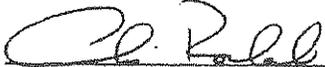
IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 18<sup>th</sup> day of December, 2009.

*[Handwritten Signature]*  
Notary Public

RICHARD M. OSBORNE, NOTARY PUBLIC  
RESIDENCE MEDINA COUNTY  
STATEWIDE JURISDICTION, OHIO  
MY COMMISSION EXPIRES MARCH 21, 2011

Instr: 201002020003824  
P: 8 of 14 F: \$144.00 02/02/2010  
Rick Campbell 9:51AM MISC  
Stark County Recorder T20100003241

OHIO ENVIRONMENTAL PROTECTION AGENCY

  
Chris Korleski, Director

Date 1/26/10

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.

26<sup>th</sup> IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this  
day of JAN, 2009. 2010 *cdc*



  
Notary Public

CHARMA DIANE CASTEEL  
NOTARY PUBLIC  
STATE OF OHIO  
MY COMMISSION EXPIRES

May 10, 2014

This instrument prepared by:

*Kendra S. Sherman, Esq.*  
*Squire, Sanders & Dempsey LLP*  
*2000 Huntington Center*  
*41 S. High Street*  
*Columbus, Ohio 43215*

  
Instr: 201002020003824  
P: 9 of 14 F: \$144.00 02/02/2010  
Rick Campbell 8:51AM MISC  
Stark County Recorder T20100003241

and

*Todd Anderson, Esq.*  
*Office of Legal Services*  
*Ohio Environmental Protection Agency*  
*P.O. Box 1049*  
*Columbus, Ohio 43216-1049*

Instr: 20100202003824  
P. 10 of 14 F: \$144.00 02/02/2010  
Rick Campbell 9:51AM MISC  
Stark County Recorder T20100003241

EXHIBIT A:

Legal Description of the Property

Situated in the Township of Plain, County of Stark and State of Ohio:

Known as and being a part of the Northeast Quarter of section 11, Plain Township, Stark County, Ohio, and more fully bounded and described as follows: Beginning at a Standard County Monument at the Northeast Corner of the Northeast Quarter of Section 11, thence N 86°45' W and along the north line of said section a distance of 799.66 feet to an iron pin on the west line of a tract now or formerly owned by B&B Lasure and recorded in Deed Volume 4169, pages 60, 62 and 64 of the Stark County Deed Records; thence S 52°30' W and along said Lasure tract a distance of 646.80 feet to an iron pin set at the northeast corner of a tract of land now or formerly owned by Dice Decal Inc. and recorded in Deed Volume 2911, page 462, of The Stark County Deed Records, and the true place of beginning for the tract herein described; thence S 46°58'32" E a distance of 113.00 feet to an iron pin set; thence S 43°09'23" W a distance of 191.78 feet to an iron pin set; thence N 46°58'32" W a distance of 113.00 feet to a X cut in concrete walk on the said west line of the Lasure tract; thence S 43°09'23" W and along said west line a distance of 51.56 feet to an iron pin found at the southeast corner of said Dice Decal tract; thence N 65°15' W a distance of 171.13 feet to an iron pin found on the east right-of-way of Middlebranch Avenue, N.E.; thence N 22°45' E and along said east right-of-way a distance of 49.97 feet to an iron pin found; thence N 65°15' W a distance of 20.00 feet to a point on the centerline of said Middlebranch Avenue; thence N 22°45' E and along said centerline a distance of 109.30 feet to a point; thence N 18°45' E and along said centerline a distance of 71.51 feet to a point at the northwest corner of said Dice Decal tract; thence S 65°15' E and along the north line of said Dice Decal tract a distance of 280.80 feet to an iron pin set and the true place of beginning and containing 1.715 acres of land more or less. As surveyed by Virgil L. Holden, Registered Surveyor 5870 in October, 1982.

Basis of bearing centerline of Middlebranch Avenue, N.E., as recorded in Deed Volume 2911, page 462, of the Stark County Deed Records.

EXCEPTING THEREFROM THE FOLLOWING TRACT:

Known as and being a part of the Northeast Quarter of Section 11, Plain Township, Stark County, Ohio, and more fully bounded and described as follows: Beginning at a standard County Monument at the Northeast corner of the Northeast Quarter of section 11; then N 86°45' W and along the north line of said section a distance of 799.66 feet to an iron pin on the west line of a tract now or formerly owned by B. & B. Lasure and recorded in Deed Volume 4169, page 60, 62 and 64 of the Stark County Deed Records; thence S 52°30' W and along said Lasure tract a distance of 646.80 feet to an iron pin set and the true place of beginning for the tract herein described; thence S 46°58'32" E a distance of 113.00 feet to an iron pin set; thence S 43°09'23" W a distance of 191.78 feet to an iron pin set; thence N 46°58'32" W a distance of 113.00 feet to an X cut in the concrete walk on the said west line of the Lasure tract; thence N 43°09'23" E a distance of 191.78 feet to an



Instr: 201002020003824 02/02/2010  
P: 11 of 14 F: \$144.00  
Rick Campbell 9:51AM MISC  
Stark County Recorder T20100003241

iron pin set and the true place of beginning and containing 0.50 acre of land more or less. As surveyed by Virgil L. Holden Registered Surveyor No. 5870 in October, 1982.

Parcel No. 52-17668

**EXHIBIT B:**



Instr: 201002020003824 02/02/2010  
P: 12 of 14 F: \$144.00  
Rick Campbell 9:51AM MISC  
Stark County Recorder 720100003241

**Activity Limitation Area**

Situated in the Township of Plain, County of Stark and State of Ohio, and being part of the Northeast Quarter of Section 11. Also being part of a 1.125 acre tract conveyed to Gramac Enterprises, Ltd., by a deed recorded in Instrument Number 199708010042204 of the Stark County records, and more particularly described as follows:

Beginning at a 3/4-inch iron pipe found at the southwest corner of said 1.125 acre tract; thence S 63°34'23" E, along the southerly line of said 1.125 acre tract, and the northerly line of a tract of land now or formerly owned by Marilyn B. and W. Jeffrey Barr (as recorded in Instrument No. 200010040059775 of the Stark County records), a distance of 64.40 feet to a point; thence N 26°25'37" E, a distance of 20.51 feet to a point and the true place of beginning of the activity limitation area herein described;

1. Thence N 21°13'27" E, a distance of 82.31 feet to a point;
2. Thence S 68°27'49" E, a distance of 134.25 feet to a point;
3. Thence S 21°32'11" W, a distance of 25.00 feet to a point which is 3.00 feet west of the easterly line of said 1.125 acre tract by perpendicular measurement;
4. Thence N 68°27'49" W, a distance of 89.72 feet to a point;
5. Thence S 21°13'27" W, a distance of 57.07 feet to a point;
6. Thence N 68°46'33" W, a distance of 44.40 feet to the true place of beginning.

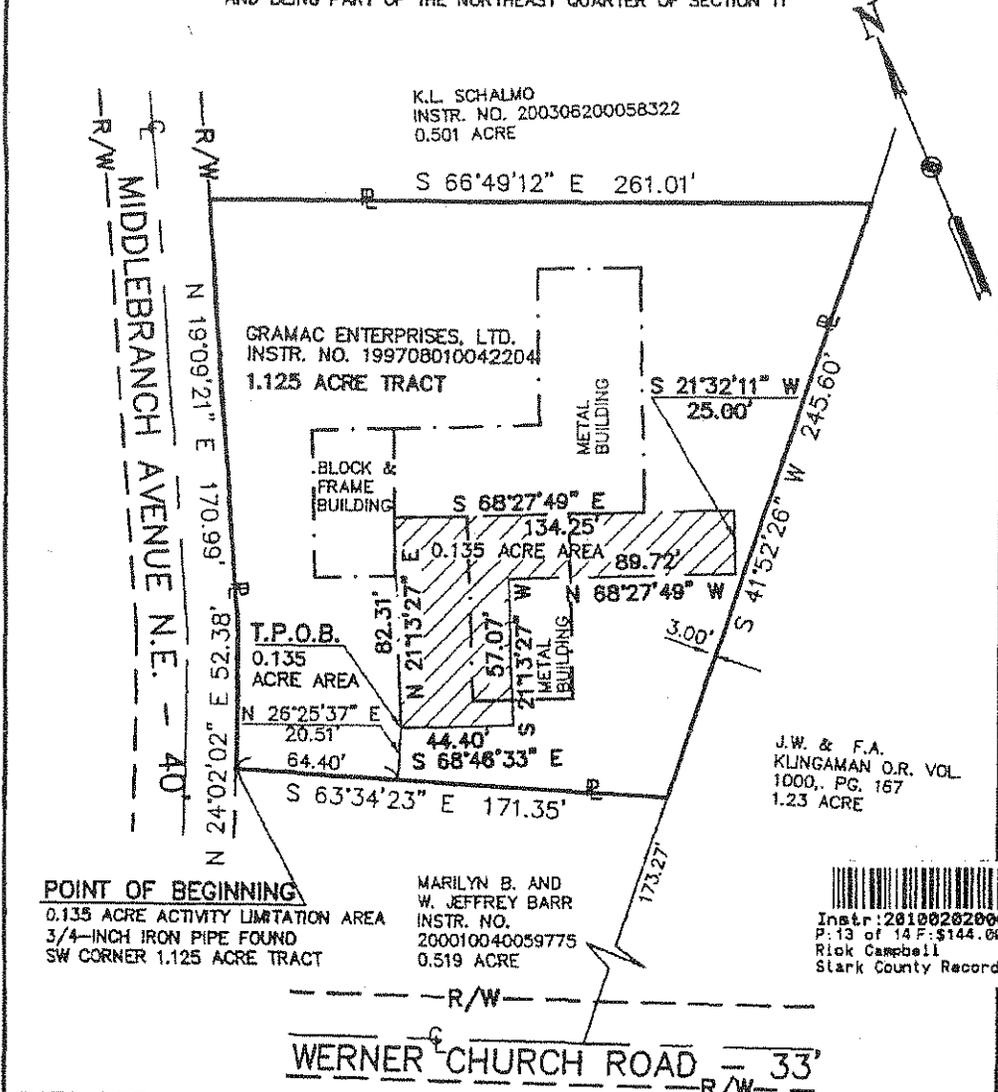
The above described Activity Limitation Area contains 0.135 acre, of which no acres lie within the present road occupied, as determined by Brent M. Winslow, P.S. No. 7281 of Hammontree and Associates, Limited, Engineers and Surveyors, of North Canton, Ohio, in January of 2010.

The basis of bearing is N 24°02'02" E, the centerline of Middlebranch Avenue N.E. from a survey by Hammontree and Associates, Limited, dated 11/23/1994.

**[See also attached map of Exhibit B: Activity Limitation Area]**

**MAP OF ACTIVITY LIMITATION AREA  
FOR GRAMAC ENTERPRISES, LTD.**

LOCATED IN THE TOWNSHIP OF PLAIN, COUNTY OF STARK, STATE OF OHIO  
AND BEING PART OF THE NORTHEAST QUARTER OF SECTION 11



K.L. SCHALMO  
INSTR. NO. 200306200058322  
0.501 ACRE

GRAMAC ENTERPRISES, LTD.  
INSTR. NO. 199708010042204  
1.125 ACRE TRACT

BLOCK &  
FRAME  
BUILDING

METAL  
BUILDING

T.P.O.B.  
0.135  
ACRE AREA

MARILYN B. AND  
W. JEFFREY BARR  
INSTR. NO.  
200010040059775  
0.519 ACRE

J.W. & F.A.  
KLINGAMAN O.R. VOL  
1000, PG. 167  
1.23 ACRE

**POINT OF BEGINNING**  
0.135 ACRE ACTIVITY LIMITATION AREA  
3/4-INCH IRON PIPE FOUND  
SW CORNER 1.125 ACRE TRACT

Instr: 201002820003824  
P: 13 of 14 P: \$144.00 02/02/2010  
Rick Campbell 9:51AM MISC  
Stark County Recorder T20100003241

**DATA USED:**

TAX MAPS - PLAIN NE11  
DEEDS - INSTR. NO. 199708010042204,  
200306200058322, 200010040059775,  
VOL. 1000, PG. 167  
MAP OF SURVEY (1.125 AC. TRACT) BY  
HAMMONTREE & ASSOCIATES, LTD.  
DATE: 11/23/94

**BASIS OF BEARING:**

N 2°02'02" E ALONG THE CENTERLINE  
OF MIDDLEBRANCH AVENUE IN A MAP  
OF SURVEY BY HAMMONTREE &  
ASSOCIATES, LTD DATE: 11/23/94.

0' 25' 50' 100'

SCALE: 1" = 50'

DRWN. BY: L.F. CHKD. BY: C.F.H.

FLD. BK.: 487 PAGE: 11 DATE: 1/12/2010

R:\STARK\TOWNSHIPS\PLAIN\11\NE\SS\DMDS\A\SUTLIND

**LEGEND:**

- PROPERTY MARKER FOUND AS NOTED
- P.C. PROPERTY LINE
- C. CENTERLINE
- R/W RIGHT-OF-WAY
- T.P.O.B. TRUE PLACE OF BEGINNING
-  0.135 ACRE ACTIVITY LIMITATION AREA - AS DETERMINED BY URS CORPORATION
- - - EXISTING BUILDINGS



**HAMMONTREE & ASSOCIATES, LTD.**  
ENGINEERS, PLANNERS, SURVEYORS  
CANTON-AKRON-PITTSBURGH  
CALL TOLL FREE 1-800-394-8817  
www.hammontree-engineers.com

Instr: 20100202003824  
P: 14 of 14 F: \$144.00 02/02/2010  
Rick Campbell 9:51AM MISC  
Stark County Recorder T20100003241

**EXHIBIT C:**

**List of Other Persons with an Interest in  
or that Hold an Encumbrance of Record on the Property**

1. Land Contract between GraMac Enterprises, Ltd., and Middlebranch Collision Center, LLC dated August 19, 2008 and recorded August 22, 2008 in Instrument Number 200808220037932 of the Stark County Records.
2. Ohio Mortgage Deed from Dice Decal Corporation to Robert F. Hattersley dated August 31, 1983 and recorded September 1, 1983 in O.R. Volume 137, Page 238 of the Stark County Records. Said Mortgage was assigned to Society Bank of Eastern Ohio, N.A. recorded December 30, 1986 in O.R. Volume 514, Page 201 of the Stark County Records.
3. All matters as set forth on the plat of Village of Central Middle-Branch dated August 9, 1881 and recorded September 5, 1881 in Plat Book Volume 3, Page 7 of the Stark County Records.
4. Water rights agreement as set forth in an instrument dated August 10, 1896 and recorded February 14, 1896 in Volume 335, Page 23 of the Stark County Records.
5. Easement for Highway Purposes to the Board of County Commissioners of Stark County recorded May 29, 1947 in Volume 1535, Page 525 of the Stark County Records.
6. Easement to The Ohio Power Company dated April 13, 1954 and recorded August 20, 1954 in Volume 2284, Page 66 of the Stark County Records.
7. Right of Way to MP Operating Co., Inc. dated October 15, 1982 and recorded November 3, 1982 in O.R. Volume 60, Page 779 of the Stark County Records.
8. Non-Drilling Lease to Belden & Blake Corporation dated December 26, 1984 and recorded December 26, 1984 in O.R. Volume 275, Page 402 of the Stark County Records. Said Lease was re-recorded December 19, 1985 in O.R. Volume 382, Page 171 of the Stark County Records.
9. Easement to Dolores J. Hill dated October 16, 1989 and recorded October 16, 1989 in O.R. Volume 864, Page 661 of the Stark County Records.