

  
Doc ID: 003931590024 Type: OFF  
Recorded: 10/20/2014 at 11:38:56 AM  
Fee Amt: \$224.00 Page 1 of 24  
Columbiana County, Ohio  
Theresa Bosel County Recorder  
File# 2014-00011710  
BK 2061 PG 718-741

**To be recorded with Deed  
Records - ORC § 317.08**

## **ENVIRONMENTAL COVENANT**

This Environmental Covenant is entered into by *Heritage Thermal Services, 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 1250 Saint George Street, East Liverpool, Columbiana County, Ohio 43920, and legally described in Exhibit A attached hereto (collectively referred to herein as the "Property"); and

Whereas, the River Services Company owned the facility from 1955 to 1981. The Port Authority for Columbiana County acquired the facility on September 2, 1981 through eminent domain. Charter International Oil Company leased the facility from the River Services Company from 1980 to 1981, then from the Port Authority for Columbiana County until May 31, 1984. The Charter International Oil Company operated a petrochemical terminal at the Property. During operations, the Charter Oil facility received solvents including acetone, toluene, xylene, and mineral spirits. There were at least three known spills at the facility, including approximately 200,000 gallons of an unidentified substance investigated by Ohio EPA in 1984.

Several environmental investigations have been conducted at the facility since the mid-1980s. Based on the results of the early investigations, an Administrative Consent Agreement was negotiated in November 1991. Subsequent to the work required by the Administrative Consent Agreement, an interim measure was developed for a system using product only pumps to remove the free product (i.e., Light Non-Aqueous Phase Liquid (LNAPL)) from the subsurface. The proposed LNAPL recovery system was then initially installed in 1997.

The contaminants include, but are not limited to, volatile organic compounds, semi-volatile organic compounds, and inorganic compounds in the soil and ground water. Potential pathways of exposure from the contaminants at the Property include, but are not limited to, current and future commercial or industrial worker and construction worker direct contact with soil and ground water and human exposure to chemicals in soil, ground water, and indoor air.

Whereas, Waste Technologies Industries is listed on the original hazardous waste installation and operation permit for the facility in 1984 and constructed an incinerator at

the facility from 1990 to 1992, when operation of the hazardous waste incinerator was initiated.

Whereas, on March 23, 2005, Ohio EPA issued a hazardous waste facility installation and operation renewal permit to Heritage-WTI, Inc. The requirements of the 2005 renewal permit included development and implementation of the RCRA Facility Investigation (RFI) Work Plan for the Charter Oil Facility Release Area (COFRA), continued compliance with the November 1991 Administrative Consent Agreement regarding the interim measure, and implementation of corrective measures, Ohio Permit ID No. 02-15-0589 (U.S. EPA ID Number OHD 980 613 541). Investigations were conducted in accordance with the permit and Ohio EPA approved the RFI work plan. Based on findings documented in the RFI Report, it was determined that corrective measures would be necessary. Heritage-WTI, Inc. submitted to Ohio EPA a final remedy workplan on July 17, 2009, which included proposed continuation of the current interim measure (the skimmer LNAPL remediation system in the COFRA).

On August 10, 2011, the Director of Ohio EPA initiated a permit modification to authorize Heritage-WTI, Inc. to implement the corrective measures to address the soil and ground water at the Property, including an entering into an environmental covenant, operating, maintaining, and monitoring the LNAPL remediation system, developing and implementing an Integrated Ground Water Monitoring Plan, developing and implementing a Soil Management Plan, developing and implementing an Operations and Maintenance Plan for the surface cover, and potentially developing and implementing an Alternate Remedy Plan and an Indoor Air Monitoring Plan. The permit modification requires Heritage-WTI, Inc. to restrict the Property to industrial land use and restrict ground water use and extraction at the Property. On May 1, 2013, Heritage-WTI, Inc. changed its name to Heritage Thermal Services, Inc. and on September 4, 2013, Ohio EPA issued a permit modification to reflect the name change.

Whereas, the Administrative Record is maintained as the file titled, *Heritage Thermal Services, Inc., East Liverpool, Ohio* in the Ohio EPA Northeast District Office, 2120 East Aurora Road, Twinsburg, Ohio 44087; and

Whereas, the implementation of the appropriate use restrictions that restrict land and ground water use at the Property is required to protect human health and the environment and to prevent conditions at the Property from constituting or threatening to cause or contribute to air or water pollution or soil contamination.

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 real property in Columbiana County, Ohio and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein ("Property").

3. Owner. Heritage Thermal Services, Inc. ("Owner") is the owner of the Property. Owner is located at 1250 Saint George Street, East Liverpool, Ohio 43920.

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

5. Activity and Use Limitations. As part of the corrective action of the hazardous waste management unit on the Property, Owner hereby imposes and agrees to comply with the following activity and use limitations:

- A. Industrial Land Use. The Property attached hereto as Exhibit A must 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 facility) and religious facilities;
  - (v) Restaurants and other food and beverage services (except as a part of industrial activities within the facility);
  - (vi) Entertainment and recreational facilities (except as a part of industrial activities within the facility);
  - (vii) Hospitals and other extended care medical facilities (except as a part of industrial activities within the facility); and
  - (viii) Transient or other residential facilities.
- B. Ground water located at or underlying the Property shall not be used or extracted for any purpose, other than sampling, monitoring, or remediation pursuant to a ground water remedial action. If the Owner intends to use onsite ground water for uses other than sampling, monitoring, or remediation pursuant to a ground water remedial action, then the Owner

must notify Ohio EPA and demonstrate that the alternative use does not pose an unacceptable risk to human health or the environment. This demonstration must include, at a minimum, where the extraction well will be located, how the ground water would be extracted, how the extracted ground water will be used onsite, any necessary sampling and analytical results of the ground water being extracted, the results of a pump test for the well that would be used to extract ground water and a demonstration that the ground water plume is not expanding and that there are no unacceptable risks to human health or the environment. This demonstration must be reviewed and the intended use must receive prior approval by Ohio EPA. All uses must adhere to the restrictions and requirements in this Environmental Covenant.

- 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.

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 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 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, the right of access to the 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 rule 3745-50-42(B), (C), and (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 Environmental Covenant, Owner shall record, in the office of the Columbiana 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.

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 \_\_\_\_\_, 201\_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE COLUMBIANA COUNTY RECORDER ON \_\_\_\_\_, 201\_, IN [DOCUMENT \_\_\_\_\_, or BOOK\_\_\_\_, PAGE \_\_\_\_\_]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

Industrial Land Use. The Property attached to the Environmental Covenant as Exhibit A must 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 facility) and religious facilities;
- (v) Restaurants and other food and beverage services (except as a part of industrial activities within the facility);
- (vi) Entertainment and recreational facilities (except as a part of industrial activities within the facility);

- (vii) Hospitals and other extended care medical facilities (except as a part of industrial activities within the facility); and
- (viii) Transient or other residential facilities.

Ground water located at or underlying the Property shall not be used or extracted for any purpose, other than sampling, monitoring, or remediation pursuant to a ground water remedial action. If the Owner intends to use onsite ground water for uses other than sampling, monitoring, or remediation pursuant to a ground water remedial action, then the Owner must notify Ohio EPA and demonstrate that the alternative use does not pose an unacceptable risk to human health or the environment. This demonstration must include, at a minimum, where the extraction well will be located, how the ground water would be extracted, how the extracted ground water will be used onsite, any necessary sampling and analytical results of the ground water being extracted, the results of a pump test for the well that would be used to extract ground water and a demonstration that the ground water plume is not expanding and that there are no unacceptable risks to human health or the environment. This demonstration must be reviewed and the intended use must receive prior approval by Ohio EPA. All uses must adhere to the restrictions and requirements in this Environmental Covenant.

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.

12. 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 B 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 B, 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.

13. 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 Columbiana County Recorder's Office, and shall provide a true file and date-stamped 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 Columbiana 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 Property, each unit of local government in which the Property is located, and any other person designated by Ohio EPA.

18. 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

Ohio Environmental Protection Agency  
Division of Environmental Response and Revitalization  
Northeast District Office  
2110 East Aurora Road  
Twinsburg, Ohio 44087  
Attn: DERR Manager

and

Heritage Thermal Services, Inc.  
1250 Saint George Street  
East Liverpool, Ohio 43920

The undersigned representative of Heritage Thermal Services, Inc. represents and certifies that he or she is authorized to execute this Environmental Covenant.

**IT IS SO AGREED:**

**Heritage Thermal Services, Inc.**

Wmde Hamrick  
Signature of Owner

Wmde Hamrick / Chairperson  
Printed Name and Title

9/17/14  
Date

State of Indiana )  
County of Marrion )      ss:

Before me, a notary public, in and for said county and state, personally appeared, a duly authorized representative of Heritage Thermal Services, Inc., who acknowledged to me that he or she did execute the foregoing instrument on behalf of Heritage Thermal Services, Inc.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 17 day of Sept, 2014.

Susan Adams  
Notary Public





**EXHIBIT A**

**Property legal description and figure**



# Dallis Dawson & Associates

CIVIL ENGINEERS AND LAND SURVEYORS

---

P.O. Box 2568  
East Liverpool, OH 43920  
Phone (330) 385-7836  
Fax (330) 385-8073

25.060 Acres

Situated in the City of East Liverpool, County of Columbiana and State of Ohio;

Known as and being a part of Section #12, Township #5, Range #1 and being more fully described as follows:

BEGINNING at a point being the intersection of the southerly projection of the easterly right-of-way line of Pallissy Street with the southerly boundary of railroad lands owned now or formerly by the Pennsylvania Lines, LLC as described in O.R.V. 803 / Page 381 of the deed records of Columbiana County;

Thence North 67 degrees 12 minutes 48 seconds East, along said southerly railroad boundary, a distance of 250.84 feet to an iron pin found at the northwest corner of a 10.059 acre tract owned now or formerly by Growmark, Inc. as described in O.R.V. 1776 / Page 635 of the deed records of Columbiana County;

Thence South 22 degrees 41 minutes 43 seconds East, along the westerly boundary of said 10.059 acre tract, a distance of 650.00 feet but to the Low Water Mark of the northerly bank of the Ohio River, as said low water mark is more or less established on and interpreted from Sheet 14 of 36 of the Ohio River Map US Army Corps of Engineers' File No. 0-S105-A16/14, dated July 1966 passing over an iron pin found disturbed and reset at 555.00 feet;

Thence South 57 degrees 03 minutes 44 seconds West, but along said meandering Low Water Mark, a distance of 1370.66 feet but to a point of intersection with the easterly boundary, or its southerly projection, of lands owned now or formerly by the Columbiana County Port Authority as described in O.R.V. 1521 / Page 33 of the deed records of Columbiana County;

Thence North 21 degrees 19 minutes 02 seconds West, along said easterly boundary and/or its southerly projection, a distance of 350.00 feet but to an iron pin set;

Thence the following six (6) courses and distances along the easterly boundary of said lands of the C.C.P.A. and offset from the perimeter of an adjacent existing building face:

Thence South 68 degrees 40 minutes 58 seconds West, a distance of 25.00 feet to an iron pin set, being approximately 0.57 feet perpendicularly from said building face:

Thence North 21 degrees 19 minutes 02 seconds West, more or less parallel to and offset from said easterly face of building, a distance of 202.47 feet to a mag nail set in an existing concrete parking lot:

Thence South 68 degrees 48 minutes 26 seconds West, offset from the northerly face of said building, a distance of 73.54 feet to an iron pin set being approximately one foot perpendicularly from said easterly face of building:

Thence North 23 degrees 06 minutes 06 seconds West, more or less parallel to and offset from said easterly face of building, a distance of 57.69 feet to a mag nail set in an existing concrete parking lot:

Thence South 68 degrees 48 minutes 26 seconds West, more or less parallel to and offset from said northerly face of building, a distance of 23.00 feet to an iron pin set, being 0.48 feet perpendicularly from said easterly face of building and approximately 0.29 feet from the northerly face of said building:

Thence North 21 degrees 19 minutes 02 seconds West, parallel to and 0.48 feet offset from said easterly face of building, a distance of 298.36 feet to an iron pin set at the northeast corner of the aforesaid lands of the C.C.P.A., also being on the aforementioned southerly railroad boundary:

Thence North 67 degrees 12 minutes 48 seconds East, along said southerly railroad boundary, a distance of 760.23 feet to an iron pin set, passing over an iron pin found at 234.62 feet:

Thence South 21 degrees 16 minutes 12 seconds East, continuing along said southerly railroad boundary, a distance of 10.00 feet to an iron pin set;

Thence North 67 degrees 12 minutes 48 seconds East, continuing along said southerly railroad boundary, a distance of 100.00 feet to an iron pin set;

Thence South 21 degrees 16 minutes 12 seconds East, continuing along said southerly railroad boundary, a distance of 10.00 feet to an iron pin set;

Thence North 67 degrees 12 minutes 48 seconds East, continuing along said southerly railroad boundary, a distance of 339.69 feet to the place of beginning.

Containing in area 25.060 acres more or less, of which approximately 3 ½ acres lie below the current Ohio River normal pool elevation, but subject to all legal highways, right-of-ways and easements.

Description prepared and based upon a survey by Dallis Dawson, P.S. #7787, dated May 13, 2014 (Revised June 30, 2014), Drawing No. L-4-2014.

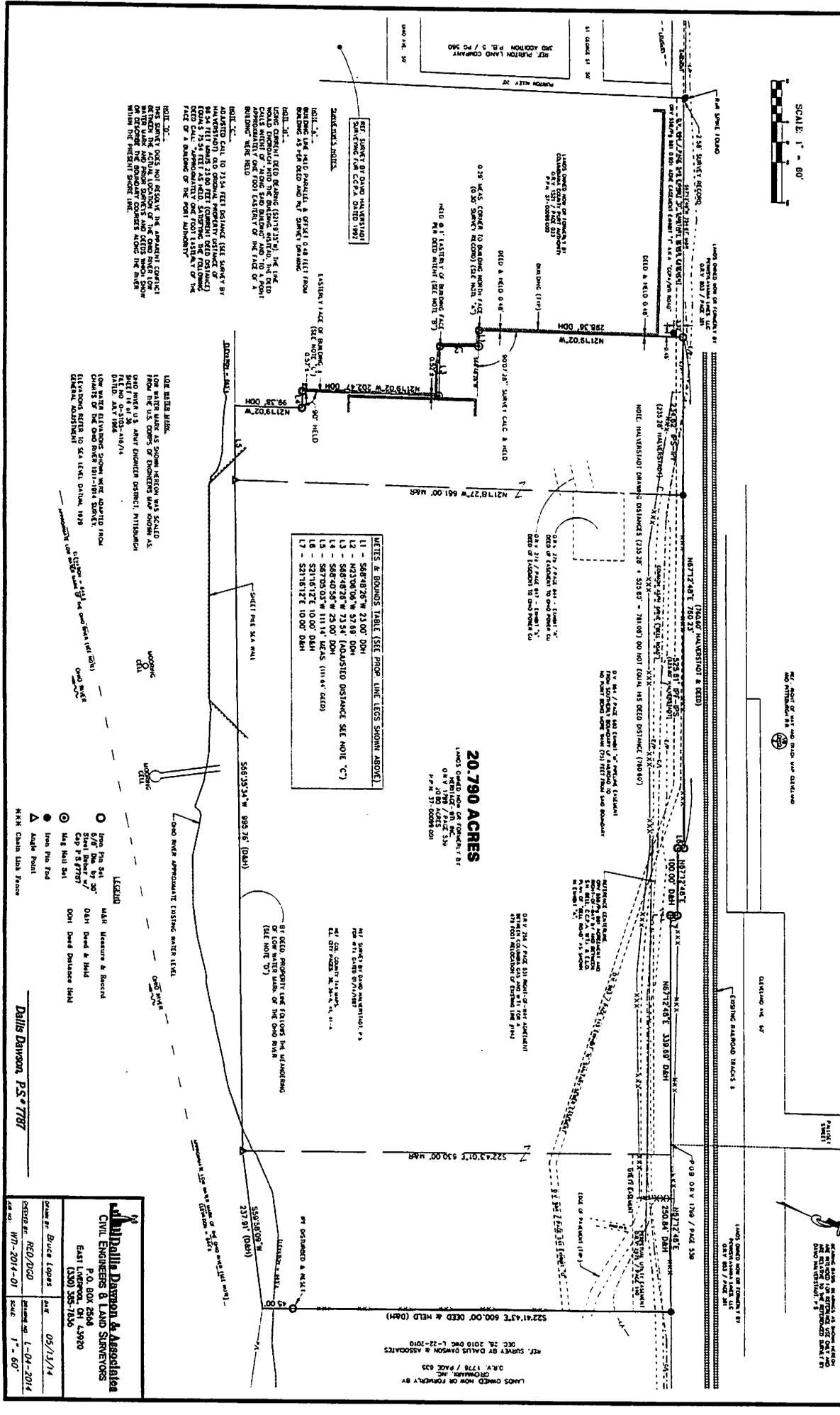
Bearing Basis: Assumed North 67 degrees 12 minutes 48 seconds East – the southerly boundary of Pennsylvania Lines, LLC, per survey by David Halverstadt, P.S.

Note: All iron pins set are 5/8" diameter by 30" length steel rebar with cap marked P.S. #7787.

Prior Deed Reference: O.R.V. 1799 / Page 539

Permanent Parcel Number: 37-00099.001

# 20.790 ACRE SURVEY FOR HERITAGE-WTI, INC. BEING A PART OF SECTION #12, TOWNSHIP #5, RANGE #1, CITY OF EAST LIVERPOOL, COUNTY OF COLUMBIANA, STATE OF OHIO



**NOTE 'C':**  
 THE SURVEY DOES NOT RESOLVE THE APPARENT CONFLICT BETWEEN THE ACTUAL LOCATION OF THE CHAIN MARK FROM THE U.S. COMPS OF DISTRICTS AND SHOWS AS FROM THE U.S. NAVY CHAIN DISTRICT, PITTSBURGH DISTRICT, 1848/1849/1850/1851/1852/1853/1854/1855/1856/1857/1858/1859/1860/1861/1862/1863/1864/1865/1866/1867/1868/1869/1870/1871/1872/1873/1874/1875/1876/1877/1878/1879/1880/1881/1882/1883/1884/1885/1886/1887/1888/1889/1890/1891/1892/1893/1894/1895/1896/1897/1898/1899/1900/1901/1902/1903/1904/1905/1906/1907/1908/1909/1910/1911/1912/1913/1914/1915/1916/1917/1918/1919/1920/1921/1922/1923/1924/1925/1926/1927/1928/1929/1930/1931/1932/1933/1934/1935/1936/1937/1938/1939/1940/1941/1942/1943/1944/1945/1946/1947/1948/1949/1950/1951/1952/1953/1954/1955/1956/1957/1958/1959/1960/1961/1962/1963/1964/1965/1966/1967/1968/1969/1970/1971/1972/1973/1974/1975/1976/1977/1978/1979/1980/1981/1982/1983/1984/1985/1986/1987/1988/1989/1990/1991/1992/1993/1994/1995/1996/1997/1998/1999/2000/2001/2002/2003/2004/2005/2006/2007/2008/2009/2010/2011/2012/2013/2014/2015/2016/2017/2018/2019/2020/2021/2022/2023/2024/2025/2026/2027/2028/2029/2030/2031/2032/2033/2034/2035/2036/2037/2038/2039/2040/2041/2042/2043/2044/2045/2046/2047/2048/2049/2050/2051/2052/2053/2054/2055/2056/2057/2058/2059/2060/2061/2062/2063/2064/2065/2066/2067/2068/2069/2070/2071/2072/2073/2074/2075/2076/2077/2078/2079/2080/2081/2082/2083/2084/2085/2086/2087/2088/2089/2090/2091/2092/2093/2094/2095/2096/2097/2098/2099/2100/2101/2102/2103/2104/2105/2106/2107/2108/2109/2110/2111/2112/2113/2114/2115/2116/2117/2118/2119/2120/2121/2122/2123/2124/2125/2126/2127/2128/2129/2130/2131/2132/2133/2134/2135/2136/2137/2138/2139/2140/2141/2142/2143/2144/2145/2146/2147/2148/2149/2150/2151/2152/2153/2154/2155/2156/2157/2158/2159/2160/2161/2162/2163/2164/2165/2166/2167/2168/2169/2170/2171/2172/2173/2174/2175/2176/2177/2178/2179/2180/2181/2182/2183/2184/2185/2186/2187/2188/2189/2190/2191/2192/2193/2194/2195/2196/2197/2198/2199/2200/2201/2202/2203/2204/2205/2206/2207/2208/2209/2210/2211/2212/2213/2214/2215/2216/2217/2218/2219/2220/2221/2222/2223/2224/2225/2226/2227/2228/2229/2230/2231/2232/2233/2234/2235/2236/2237/2238/2239/2240/2241/2242/2243/2244/2245/2246/2247/2248/2249/2250/2251/2252/2253/2254/2255/2256/2257/2258/2259/2260/2261/2262/2263/2264/2265/2266/2267/2268/2269/2270/2271/2272/2273/2274/2275/2276/2277/2278/2279/2280/2281/2282/2283/2284/2285/2286/2287/2288/2289/2290/2291/2292/2293/2294/2295/2296/2297/2298/2299/2300/2301/2302/2303/2304/2305/2306/2307/2308/2309/2310/2311/2312/2313/2314/2315/2316/2317/2318/2319/2320/2321/2322/2323/2324/2325/2326/2327/2328/2329/2330/2331/2332/2333/2334/2335/2336/2337/2338/2339/2340/2341/2342/2343/2344/2345/2346/2347/2348/2349/2350/2351/2352/2353/2354/2355/2356/2357/2358/2359/2360/2361/2362/2363/2364/2365/2366/2367/2368/2369/2370/2371/2372/2373/2374/2375/2376/2377/2378/2379/2380/2381/2382/2383/2384/2385/2386/2387/2388/2389/2390/2391/2392/2393/2394/2395/2396/2397/2398/2399/2400/2401/2402/2403/2404/2405/2406/2407/2408/2409/2410/2411/2412/2413/2414/2415/2416/2417/2418/2419/2420/2421/2422/2423/2424/2425/2426/2427/2428/2429/2430/2431/2432/2433/2434/2435/2436/2437/2438/2439/2440/2441/2442/2443/2444/2445/2446/2447/2448/2449/2450/2451/2452/2453/2454/2455/2456/2457/2458/2459/2460/2461/2462/2463/2464/2465/2466/2467/2468/2469/2470/2471/2472/2473/2474/2475/2476/2477/2478/2479/2480/2481/2482/2483/2484/2485/2486/2487/2488/2489/2490/2491/2492/2493/2494/2495/2496/2497/2498/2499/2500/2501/2502/2503/2504/2505/2506/2507/2508/2509/2510/2511/2512/2513/2514/2515/2516/2517/2518/2519/2520/2521/2522/2523/2524/2525/2526/2527/2528/2529/2530/2531/2532/2533/2534/2535/2536/2537/2538/2539/2540/2541/2542/2543/2544/2545/2546/2547/2548/2549/2550/2551/2552/2553/2554/2555/2556/2557/2558/2559/2560/2561/2562/2563/2564/2565/2566/2567/2568/2569/2570/2571/2572/2573/2574/2575/2576/2577/2578/2579/2580/2581/2582/2583/2584/2585/2586/2587/2588/2589/2590/2591/2592/2593/2594/2595/2596/2597/2598/2599/2600/2601/2602/2603/2604/2605/2606/2607/2608/2609/2610/2611/2612/2613/2614/2615/2616/2617/2618/2619/2620/2621/2622/2623/2624/2625/2626/2627/2628/2629/2630/2631/2632/2633/2634/2635/2636/2637/2638/2639/2640/2641/2642/2643/2644/2645/2646/2647/2648/2649/2650/2651/2652/2653/2654/2655/2656/2657/2658/2659/2660/2661/2662/2663/2664/2665/2666/2667/2668/2669/2670/2671/2672/2673/2674/2675/2676/2677/2678/2679/2680/2681/2682/2683/2684/2685/2686/2687/2688/2689/2690/2691/2692/2693/2694/2695/2696/2697/2698/2699/2700/2701/2702/2703/2704/2705/2706/2707/2708/2709/2710/2711/2712/2713/2714/2715/2716/2717/2718/2719/2720/2721/2722/2723/2724/2725/2726/2727/2728/2729/2730/2731/2732/2733/2734/2735/2736/2737/2738/2739/2740/2741/2742/2743/2744/2745/2746/2747/2748/2749/2750/2751/2752/2753/2754/2755/2756/2757/2758/2759/2760/2761/2762/2763/2764/2765/2766/2767/2768/2769/2770/2771/2772/2773/2774/2775/2776/2777/2778/2779/2780/2781/2782/2783/2784/2785/2786/2787/2788/2789/2790/2791/2792/2793/2794/2795/2796/2797/2798/2799/2800/2801/2802/2803/2804/2805/2806/2807/2808/2809/2810/2811/2812/2813/2814/2815/2816/2817/2818/2819/2820/2821/2822/2823/2824/2825/2826/2827/2828/2829/2830/2831/2832/2833/2834/2835/2836/2837/2838/2839/2840/2841/2842/2843/2844/2845/2846/2847/2848/2849/2850/2851/2852/2853/2854/2855/2856/2857/2858/2859/2860/2861/2862/2863/2864/2865/2866/2867/2868/2869/2870/2871/2872/2873/2874/2875/2876/2877/2878/2879/2880/2881/2882/2883/2884/2885/2886/2887/2888/2889/2890/2891/2892/2893/2894/2895/2896/2897/2898/2899/2900/2901/2902/2903/2904/2905/2906/2907/2908/2909/2910/2911/2912/2913/2914/2915/2916/2917/2918/2919/2920/2921/2922/2923/2924/2925/2926/2927/2928/2929/2930/2931/2932/2933/2934/2935/2936/2937/2938/2939/2940/2941/2942/2943/2944/2945/2946/2947/2948/2949/2950/2951/2952/2953/2954/2955/2956/2957/2958/2959/2960/2961/2962/2963/2964/2965/2966/2967/2968/2969/2970/2971/2972/2973/2974/2975/2976/2977/2978/2979/2980/2981/2982/2983/2984/2985/2986/2987/2988/2989/2990/2991/2992/2993/2994/2995/2996/2997/2998/2999/3000/3001/3002/3003/3004/3005/3006/3007/3008/3009/3010/3011/3012/3013/3014/3015/3016/3017/3018/3019/3020/3021/3022/3023/3024/3025/3026/3027/3028/3029/3030/3031/3032/3033/3034/3035/3036/3037/3038/3039/3040/3041/3042/3043/3044/3045/3046/3047/3048/3049/3050/3051/3052/3053/3054/3055/3056/3057/3058/3059/3060/3061/3062/3063/3064/3065/3066/3067/3068/3069/3070/3071/3072/3073/3074/3075/3076/3077/3078/3079/3080/3081/3082/3083/3084/3085/3086/3087/3088/3089/3090/3091/3092/3093/3094/3095/3096/3097/3098/3099/3100/3101/3102/3103/3104/3105/3106/3107/3108/3109/3110/3111/3112/3113/3114/3115/3116/3117/3118/3119/3120/3121/3122/3123/3124/3125/3126/3127/3128/3129/3130/3131/3132/3133/3134/3135/3136/3137/3138/3139/3140/3141/3142/3143/3144/3145/3146/3147/3148/3149/3150/3151/3152/3153/3154/3155/3156/3157/3158/3159/3160/3161/3162/3163/3164/3165/3166/3167/3168/3169/3170/3171/3172/3173/3174/3175/3176/3177/3178/3179/3180/3181/3182/3183/3184/3185/3186/3187/3188/3189/3190/3191/3192/3193/3194/3195/3196/3197/3198/3199/3200/3201/3202/3203/3204/3205/3206/3207/3208/3209/3210/3211/3212/3213/3214/3215/3216/3217/3218/3219/3220/3221/3222/3223/3224/3225/3226/3227/3228/3229/3230/3231/3232/3233/3234/3235/3236/3237/3238/3239/3240/3241/3242/3243/3244/3245/3246/3247/3248/3249/3250/3251/3252/3253/3254/3255/3256/3257/3258/3259/3260/3261/3262/3263/3264/3265/3266/3267/3268/3269/3270/3271/3272/3273/3274/3275/3276/3277/3278/3279/3280/3281/3282/3283/3284/3285/3286/3287/3288/3289/3290/3291/3292/3293/3294/3295/3296/3297/3298/3299/3300/3301/3302/3303/3304/3305/3306/3307/3308/3309/3310/3311/3312/3313/3314/3315/3316/3317/3318/3319/3320/3321/3322/3323/3324/3325/3326/3327/3328/3329/3330/3331/3332/3333/3334/3335/3336/3337/3338/3339/3340/3341/3342/3343/3344/3345/3346/3347/3348/3349/3350/3351/3352/3353/3354/3355/3356/3357/3358/3359/3360/3361/3362/3363/3364/3365/3366/3367/3368/3369/3370/3371/3372/3373/3374/3375/3376/3377/3378/3379/3380/3381/3382/3383/3384/3385/3386/3387/3388/3389/3390/3391/3392/3393/3394/3395/3396/3397/3398/3399/3400/3401/3402/3403/3404/3405/3406/3407/3408/3409/3410/3411/3412/3413/3414/3415/3416/3417/3418/3419/3420/3421/3422/3423/3424/3425/3426/3427/3428/3429/3430/3431/3432/3433/3434/3435/3436/3437/3438/3439/3440/3441/3442/3443/3444/3445/3446/3447/3448/3449/3450/3451/3452/3453/3454/3455/3456/3457/3458/3459/3460/3461/3462/3463/3464/3465/3466/3467/3468/3469/3470/3471/3472/3473/3474/3475/3476/3477/3478/3479/3480/3481/3482/3483/3484/3485/3486/3487/3488/3489/3490/3491/3492/3493/3494/3495/3496/3497/3498/3499/3500/3501/3502/3503/3504/3505/3506/3507/3508/3509/3510/3511/3512/3513/3514/3515/3516/3517/3518/3519/3520/3521/3522/3523/3524/3525/3526/3527/3528/3529/3530/3531/3532/3533/3534/3535/3536/3537/3538/3539/3540/3541/3542/3543/3544/3545/3546/3547/3548/3549/3550/3551/3552/3553/3554/3555/3556/3557/3558/3559/3560/3561/3562/3563/3564/3565/3566/3567/3568/3569/3570/3571/3572/3573/3574/3575/3576/3577/3578/3579/3580/3581/3582/3583/3584/3585/3586/3587/3588/3589/3590/3591/3592/3593/3594/3595/3596/3597/3598/3599/3600/3601/3602/3603/3604/3605/3606/3607/3608/3609/3610/3611/3612/3613/3614/3615/3616/3617/3618/3619/3620/3621/3622/3623/3624/3625/3626/3627/3628/3629/3630/3631/3632/3633/3634/3635/3636/3637/3638/3639/3640/3641/3642/3643/3644/3645/3646/3647/3648/3649/3650/3651/3652/3653/3654/3655/3656/3657/3658/3659/3660/3661/3662/3663/3664/3665/3666/3667/3668/3669/3670/3671/3672/3673/3674/3675/3676/3677/3678/3679/3680/3681/3682/3683/3684/3685/3686/3687/3688/3689/3690/3691/3692/3693/3694/3695/3696/3697/3698/3699/3700/3701/3702/3703/3704/3705/3706/3707/3708/3709/3710/3711/3712/3713/3714/3715/3716/3717/3718/3719/3720/3721/3722/3723/3724/3725/3726/3727/3728/3729/3730/3731/3732/3733/3734/3735/3736/3737/3738/3739/3740/3741/3742/3743/3744/3745/3746/3747/3748/3749/3750/3751/3752/3753/3754/3755/3756/3757/3758/3759/3760/3761/3762/3763/3764/3765/3766/3767/3768/3769/3770/3771/3772/3773/3774/3775/3776/3777/3778/3779/3780/3781/3782/3783/3784/3785/3786/3787/3788/3789/3790/3791/3792/3793/3794/3795/3796/3797/3798/3799/3800/3801/3802/3803/3804/3805/3806/3807/3808/3809/3810/3811/3812/3813/3814/3815/3816/3817/3818/3819/3820/3821/3822/3823/3824/3825/3826/3827/3828/3829/3830/3831/3832/3833/3834/3835/3836/3837/3838/3839/3840/3841/3842/3843/3844/3845/3846/3847/3848/3849/3850/3851/3852/3853/3854/3855/3856/3857/3858/3859/3860/3861/3862/3863/3864/3865/3866/3867/3868/3869/3870/3871/3872/3873/3874/3875/3876/3877/3878/3879/3880/3881/3882/3883/3884/3885/3886/3887/3888/3889/3890/3891/3892/3893/3894/3895/3896/3897/3898/3899/3900/3901/3902/3903/3904/3905/3906/3907/3908/3909/3910/3911/3912/3913/3914/3915/3916/3917/3918/3919/3920/3921/3922/3923/3924/3925/3926/3927/3928/3929/3930/3931/3932/3933/3934/3935/3936/3937/3938/3939/3940/3941/3942/3943/3944/3945/3946/3947/3948/3949/3950/3951/3952/3953/3954/3955/3956/3957/3958/3959/3960/3961/3962/3963/3964/3965/3966/3967/3968/3969/3970/3971/3972/3973/3974/3975/3976/3977/3978/3979/3980/3981/3982/3983/3984/3985/3986/3987/3988/3989/3990/3991/3992/3993/3994/3995/3996/3997/3998/3999/4000/4001/4002/4003/4004/4005/4006/4007/4008/4009/4010/4011/4012/4013/4014/4015/4016/4017/4018/4019/4020/4021/4022/4023/4024/4025/4026/4027/4028/4029/4030/4031/4032/4033/4034/4035/4036/4037/4038/4039/4040/4041/4042/4043/4044/4045/4046/4047/4048/4049/4050/4051/4052/4053/4054/4055/4056/4057/4058/4059/4060/4061/4062/4063/4064/4065/4066/4067/4068/4069/4070/4071/4072/4073/4074/4075/4076/4077/4078/4079/4080/4081/4082/4083/4084/4085/4086/4087/4088/4089/4090/4091/4092/4093/4094/4095/4096/4097/4098/4099/4100/4101/4102/4103/4104/4105/4106/4107/4108/4109/4110/4111/4112/4113/4114/4115/4116/4117/4118/4119/4120/4121/4122/4123/4124/4125/4126/4127/4128/4129/4130/4131/4132/4133/4134/4135/4136/4137/4138/4139/4140/4141/4142/4143/4144/4145/4146/4147/4148/4149/4150/4

**EXHIBIT B**

**List of Encumbrances**

# TITLE GUARANTY COMMITMENT

## SCHEDULE B

**Number: Li-38159**

Showing defects, liens, encumbrances and other matters which of record affect title to the land described in Schedule A.

**Information purposes only:**

1. The Columbiana County Treasurer's 2013 general tax duplicate listed in the name of:

Owner(s): Heritage-WTI INC.  
Parcel No. 37-00099.001 (Exempt parcel 37-00099.002)  
Taxes for the first half year: \$ 56,818.54 are paid.  
Taxes for the last half year: \$ 56,818.54 not yet due.

Note: Taxes and Assessments, if any, for the tax year 2014, amount undetermined, are a lien, not yet due or payable.

2013 Special Taxes on the premises under examination are as follows: None

Subject to additions or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions, or changes in valuation.

(P.P. 37-00099.001)

Auditor's Assessed Values: Land: \$ 91,980.00 Improvements: \$ 1,798,480.00

No taxable values shown for the exempt parcel.

2.

This title does not guarantee as to the acreage shown in Schedule "A" herein.

3.

Excepting from coverage any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.

4.

Item 4 is hereby deleted from this Title Commitment.

5.

**Note:** The actual value of the interest to be covered must be disclosed to the Company and is subject to final approval of the Company as well as entered on a final title policy. Until the amount of title is determined and entered as aforesaid, it is agreed that the maximum amount of liability of the Company shall not exceed the amount charged for this title commitment.

6.

**Note:** The examination of the respective chains of title for the premises that comprise the description shown as Exhibit A Schedule A herein commenced with the following deeds:

Volume 509 pg. 356 (4.97 acres) 01-31-1927

Volume 523 pg. 367 (14.25 acres) 05-17-1928

Volume 683 pg. 572 (3 + or - acres) 12-20-1945

Matters, if any, prior to the above referenced deeds are not a part of this title.

7.

Deed Volume 509 pg 356 (4.97 acres) contains a right of way reservation for street purposes, a right to construct or maintain a railroad switch, a grant of a right of way, conditions subject to rights of East Liverpool Traction and Light Company as recorded in Lease Volume 31 pg. 100 and to the City of East Liverpool as recorded in Volume 443 g. 489 and to the rights of The Ohio Valley Gas Company to erect and maintain electric light poles and water and sewer pipes and gas pipes thereon and thereunder as well as possible other matters.

See copy attached hereto as Exhibit "A".

No further examination has been made under the above.

8.

Easement: Volume 581 pg. 212.

See copy attached hereto as Exhibit "B".

No further examination has been made under the above.

9.

Right of Way Agreement: Volume 964 pg. 685.

See copy attached hereto as Exhibit "C".

No further examination has been made under the above.

10.

Easement: Volume 984 pg. 549.

See copy attached hereto as Exhibit "D".

No further examination has been made under the above.

11.

Deed of Easement etc.: Volume 1106 pg. 473.

See copy attached hereto as Exhibit "E".

No further examination has been made under the above.

12.

Deed: Volume 1521 pg. 33 (Tract IV-4.97 acres) contains subjective language, language specific as to the rights as shown in Volume 1106 pg. 473 and subjective items 1 thru 10 inclusive.

See copy attached hereto as Exhibit "F".

No further examination has been made under the above.

13.

Deed Volume 523 pg. 367 (14.25 acres) and subsequent transfers in the chain of title contain language as use for street purposes, reservation for use of streets and other subjective language.

See copy attached hereto as Exhibit "G".

No further examination has been made under the above.

14.

Deed Volume 683 pg. 572 (3.25 acres + or -) and subsequent transfers in the chain of title recite in part "subject to the rights "if any" of the Ohio Valley Gas Company, a corporation, it's successors and assigns, Also the right to construct, maintain and use sidings across lands of The Supplee Company in accordance with plans prepared etc."

See copy attached hereto as Exhibit "H".

No further examination has been made under the above.

15.

Deed Volume 1531 pg. 123 (14.25 acre and 3.25 acre + or -) recites in part "subject to all the rights, terms and conditions of that flowage and flooding easement granted to the United States of America as recorded in Volume 1162 pg. 14 Columbiana County records".

See copy attached hereto as Exhibit "I".

No further examination has been made under the above.

16.

Easement: Volume 1042 pg. 595.

See copy attached hereto as Exhibit "J".

No further examination has been made under the above.

17.

Deed of Easement etc.: Volume 1154 pg. 655.

See copy attached hereto as Exhibit "K".

No further examination has been made under the above.

18.

Re-recorded Dced of Easement etc.: Volume 1162 pg. 14.

See copy attached hereto as Exhibit "L".

No further examination has been made under the above.

19.

Right of Way: Volume 964 pg. 682.

See copy attached hereto as Exhibit "M".

No further examination has been made under the above.

20.

Easement: Volume 983 pg. 145.

See copy attached hereto as Exhibit "N".

No further examination has been made under the above.

21.

Journal Entry Right of Way/ Easement: Volume 984 pg. 541.

See copy attached hereto as Exhibit "O".

No further examination has been made under the above.

22.

Right of Way Agreement: ORV 256 pg. 531.

See copy attached hereto as Exhibit "P".

No further examination has been made under the above.

23.

Easement: ORV 261 pg. 521.

See copy attached hereto as Exhibit "Q".

No further examination has been made under the above.

24.

Deed of Easement: ORV 279 pg. 844.

See copy attached hereto as Exhibit "R".

No further examination has been made under the above.

25.

Deed of Easement: ORV 279 pg. 847.

See copy attached hereto as Exhibit "S".

No further examination has been made under the above.

26.

General Warranty Deed and Assignment of Lease: ORV 340 pg. 643 – Re-recorded ORV 677 pg. 287. Said instrument contains numerous grants, reservations, assumptions, conditions and other relative language of interest.

See copy attached hereto as Exhibit "AA".

No further examination has been made under the above.

Note: See copies of General Warranty Deed ORV 718 pg. 19, Assignment of Lessor's Interest in Lease, Assumption and Release ORV 718 pg. 28 and Assignment of Lessee's Interest in Lease, Assumption and Release ORV 718 pg. 35 attached as well (Exhibits AA-1, AA-2 and AA-3)

27.

Agreement and Rights of Way: ORV 558 pg. 881.

See copy attached hereto as Exhibit "T".

No further examination has been made under the above.

28.

Notice of Commencement: ORV 1604 pg. 206.

See copy attached hereto as Exhibit "U".

No further examination has been made under the above.

29.

Notice of Commencement: ORV 1628 pg. 18.

See copy attached hereto as Exhibit "V".

No further examination has been made under the above.

**Note: See copies of Exhibits as provided with original Title Commitment Items 7 thru 29 inclusive.**

30.

Easement: ORV 1975 pg. 140.

See copy attached hereto as Exhibit "W".

No further examination has been made under the above.

**Schedule B of this Commitment consists of 4 Pages  
End of Schedule B**

Image ID: 00001332273 Type: OFF  
Recorded: 07/18/2013 at 11:12:20 AM  
Fee Amt: \$72.00 Page 1 of 5  
Columbiana County, Ohio  
Theresa Bosej County Recorder  
File# 2013-00010166  
BK 1975 pg 140

**Easement for the Installation and Maintenance of Public Water and Sanitary Sewer Lines  
Together with Appurtenances for the St. George Street Waterlines and Sanitary Force Main  
Replacement Project in the City of East Liverpool, Ohio**

Now all men by these presents: Heritage Thermal Services, Inc. formerly Heritage-WTI, Inc. the Grantor herein, for valuable consideration received, hereby grants to the City of East Liverpool, a municipal corporation of Ohio, Grantee, a perpetual right-of-way and easement in the following described premises:

**Legal Description**

See Exhibit A Attached Hereto And Made A Part Hereof.

This easement grants to Grantee the right and easement to enter on the premises and to lay, install, repair, and maintain therein public waterlines and sanitary sewer lines together with appurtenances, including the installing and maintaining of service connections and pipes, and the making of all repairs to the sewers, waterlines, services and all appurtenances connected therewith, that in the opinion of the proper local authorities of the City of East Liverpool, their successors or assigns, may be necessary at any time, to do anything that may be necessary or advisable in the judgment of the authorities of the City of East Liverpool, their successors or assigns, in order to maintain or operate said sewers, waterlines, connections, pipes, and appurtenances in accordance with the ordinances, rules and regulations for the management and protection of said City of East Liverpool.

Grantor hereby restricts said premises within the limits of the easement against the construction thereon of any buildings of a temporary or permanent type, excepting sidewalks and pavements over the easement at any angle less than 45° with the center lines of sewers and waterlines. Grantor also restricts the storing or piling of any materials, equipment or other obstructions thereon, or otherwise interfering with the access to or the maintenance of sewers, waterlines and appurtenances, and also restrict the planting or sufferance thereon or in such proximity thereto of trees of such root characteristics as may injure the sewers or waterlines.

Grantor reserves the right to use the premises within the limits of the easement for the passage or transportation of personnel, materials or equipment, and to make such other use of the premises within the limits of easement as are not expressly prohibited or inconsistent with the rights easement hereby granted.

W





# Dallis Dawson & Associates

CIVIL ENGINEERS AND LAND SURVEYORS



Image ID: 00001332276 Type: OFF  
Page 3 of 5  
File# 2013-00010168

BK 1975 Pg 142

P.O. Box 2568  
East Liverpool, OH 43920  
Phone (330) 385-7836  
Fax (330) 385-8073

## PERPETUAL EASEMENT TO CONSTRUCT AND MAINTAIN PUBLIC UTILITIES

Situated in the City of East Liverpool, County of Columbiana and State of Ohio;

Known as and being a part of the City of East Liverpool, Township #5, Range #1, and more particularly being a fifty-six (56) foot wide Perpetual Utility Easement across part of the lands of the grantor, said lands owned now or formerly by Von Roll (Ohio), Inc., etal as described in O.R.V. 718 / Page 19 of the Columbiana County record of deeds, said easement being more fully described as follows:

Commencing at a point on the southerly boundary of lands of the railroad, said lands owned now or formerly by Pennsylvania Lines, L.L.C as described in O.R.V. 803 / Page 381 of the Columbiana County record of deeds, said commencement point being the intersection of the northerly right-of-way of Railroad Way with the westerly right-of-way of Mound Alley, as said public streets are shown and distinguished on the plat entitled "First Addition of the Supplee Land Company to East Liverpool, Ohio" as recorded in Plat Book 05 / Page 92 of the Columbiana County record of plats;

Thence South 67 degrees 14 minutes 36 seconds West, along said southerly boundary of the railroad, a distance of 689.92 feet to an iron pin found at the northeast corner of the aforementioned lands of the grantor and the TRUIE PLACE OF BEGINNING of the easement herein described:

Thence South 22 degrees 41 minutes 43 seconds East, but along the easterly boundary of said lands of the grantor, a distance of 56.00 feet to a point;

Thence South 67 degrees 12 minutes 48 seconds West, through said lands of the grantor but parallel to and 56 feet offset from the northerly boundary of said lands, a distance of 236.18 feet but to a point being on the projection of the easterly boundary of a 0.21 acre tract owned now or formerly by the Port Authority for Columbiana County as described in O.R.V. 68 / Page 746 of the Columbiana County record of deeds;



Image ID: 000001332278 Type: OFF  
Page 4 of 8  
File# 2013-00010166  
BK 1975 PG 143

Thence North 22 degrees 43 minutes 00 seconds East, but along said projection and then the easterly boundary of said 0.21 acre tract, a distance of 56.00 feet but to a point on the grantor's northerly boundary, said point being the northeast corner of said 0.21 acre tract;

Thence North 67 degrees 12 minutes 48 seconds East, but along said grantor's northerly boundary, a distance of 236.20 feet but to the place of beginning;

Easement containing in area 0.304 acres more or less;

Description prepared and based upon a survey by Dallis Dawson, P.S. #7787, dated March 18, 2013, Drawing No. S-04-2013.

Granting and releasing to the City of East Liverpool, its successors and assigns, the right to construct, access, operate, inspect, maintain, repair, replace and remove public water and sanitary sewer lines and all necessary appurtenances thereto, and forever to have and hold such right for the purposes and under the conditions herein set forth, and across, in, under, over, and through the property as described above.

Hearing Basis: Assumed as per reference survey by Dallis Dawson & Associates for GROWMARK, INC., dated 12/28/2010, Drawing No. I-22-1010.

Prior Deed Reference: O.R.V. 718 / Page 19

Permanent Parcel Number: 37-00099.001