

The Miami Conservancy District

LAND USE PERMIT NO. 13-3769-1

Revision No. 1

THE MIAMI CONSERVANCY DISTRICT, a body corporate and political subdivision of the State of Ohio, hereinafter called "MCD", in consideration of compensation as specified within this Permit, and subject to the terms, conditions and restrictions hereinafter set forth, hereby grants to

**REVITALIZING AUTO COMMUNITIES
ENVIRONMENTAL RESPONSE TRUST (RACER)
1505 WOODWARD AVENUE, SUITE 200
DETROIT, MICHIGAN 48226**

hereinafter called the "Grantee" the authority and permission to use that portion of MCD property as further described below for the following specified use and for no other use without express written consent by MCD.

The right to use, maintain and remove the following as shown on the attached photo, Exhibit "A" and located as shown on the attached, Exhibit "B":

5 – Existing MONITORING WELLS (GM-48, GM-49, GM-79, GM-80, & GM-81)

1 – Existing SHALLOW MONITORING WELL (GM-51)

1 – Existing TOP OF TILL MONITORING WELL (GM-52)

1 – Existing SHALLOW MONITORING WELL (GM-65S)

1 – Existing TOP OF TILL MONITORING WELL (GM-65D)

3 – Existing MONITORING WELLS (RMW-95, RMW-96, & RMW-97)

The property, **Part MCD Parcel No. 1363, 1366, 1370, 1383-3, 1383-8, 1406, 1412, & 1421** is located in the City of Moraine, Montgomery County, Ohio, and more specifically along both sides of the Great Miami River upstream and downstream of Sellars Road (Main Street) Bridge as shown on the attached Exhibit "C".

All real property, easements, land, structures, infrastructure, and facilities that are owned or controlled by MCD or any MCD subdistrict shall hereinafter be called "MCD property."

THIS PERMIT IS GRANTED SUBJECT TO COMPLIANCE WITH THE FOLLOWING TERMS, CONDITIONS AND RESTRICTIONS AS SET FORTH BY MCD IN ACCORDANCE WITH SECTION 6101.19 OF THE OHIO REVISED CODE:

1. PROPERTY USE, MAINTENANCE & RESTRICTION: The Grantee AGREES to maintain all property as authorized for use within this Permit. Maintenance shall include regular inspection and repair of the monitoring wells and appurtenances. The Grantee AGREES to remove trash and debris created by items in this Permit.

Whenever the employees, agents, or contractors of said Grantee enter upon MCD property, for the purpose of maintaining, modifying, repairing or removing any structures and/or improvements as described within this Permit, the Grantee AGREES all operations will be confined to a reasonable area adjacent to said structures and/or improvements.

The Grantee AGREES all MCD property will be continually used and maintained in a safe and responsible manner that does not affect MCD operations and maintenance.

The Grantee must contact MCD for approval prior to performing any repairs or maintenance on MCD property that would result in any land disturbance.

Any land disturbing activity on MCD property involving the services of a contractor will require that the contractor contact MCD to acquire a MCD Construction Permit prior to doing any work on MCD property.

The Grantee, prior to initiating any land disturbing activity, AGREES to contact OUPS to determine if there are any utilities located within the permit area. The Grantee further AGREES to protect all identified utilities from damage that could result from land use as outlined within this Permit.

All activities listed in the attached Exhibit "D" are prohibited unless specifically authorized in this permit.

The Grantee AGREES all use of vehicles on MCD property shall be in compliance with the Ohio Revised Code and other applicable laws.

2. DAMAGE TO MCD PROPERTY: Any damages, resulting from the land use granted, caused to MCD structures and facilities including, but not limited to, levees, dams, floodwalls, bikeways, roads, gates, wells, gages, monitoring equipment, monuments and/or MCD property shall be repaired or replaced in a manner satisfactory to MCD as more specifically defined in Exhibit "E" of this Permit. Revocation, termination or expiration of the Permit does not release the Grantee from its obligation to repair damages. In the event the repair or replacement is not completed in a reasonable amount of time, MCD may, at its option, cause said repairs or replacements to be accomplished and Grantee shall reimburse MCD for any expenses incurred.

3. TERM: The term of this Permit shall be for a period of **five (5) years, effective August 1, 2021 and terminating on July 31, 2026.**

Upon issuance of this Permit all terms, conditions and restrictions of MCD Land Use Permit No. 13-3313-1, Revision No. 2, as issued to Revitalizing Auto Communities Environmental Response Trust (RACER) on July 18, 2017 will terminate.

4. MCD's RIGHT OF REVOCATION

- a. If the property use causes damage or imminent damage to MCD property, or creates a health or safety hazard, MCD will order all use by the Grantee be stopped immediately and notify the Grantee to repair or replace MCD Property and remove the hazard. If the Grantee fails to respond in the time set by MCD, MCD will revoke the rights granted by this Permit. Such revocation would not release the Grantee from its obligation to restore the land as required by item 6 below.
- b. If, at any time, in the opinion of MCD, the said use interferes with the primary objectives of MCD; or should the best interests of MCD so justify; this Permit shall be revoked. MCD will provide seven (7) days written notice of revocation. Such revocation would not release the Grantee from its obligation to restore the land as required by item 6 below.

5. GRANTEE'S RIGHT OF TERMINATION: The Grantee may request termination of this Permit if the use of MCD property described in this Permit is no longer necessary or desired. The Grantee shall notify the MCD Property Administrator within forty-eight (48) hours following cessation of the permitted land use to request termination.

6. RESTORATION: Prior to termination of this Permit, the Grantee AGREES to remove or properly abandon all structures and/or improvements and repair or restore all MCD property as specified in Exhibit "E" of this Permit. Revocation, termination or expiration of the permit does not release the Grantee from its obligation to restore the property. In the event the Grantee does not restore or remove the said structures and/or improvements within a timely manner, MCD may, at its option, cause said work to be accomplished and Grantee shall reimburse MCD for any expenses incurred.

7. FINAL INSPECTION: Within forty-eight (48) hours following cessation of the permitted use and all restoration, the Grantee AGREES to notify the MCD Property Administrator for final inspection.

8. OPTION OF RENEWAL: This Permit may be renewed, subject to MCD approval, provided all terms, conditions, and restrictions of the Permit have been maintained to the reasonable satisfaction of MCD. **All renewals will be subject to those terms, conditions, and Permit fees in effect at time of renewal.**

9. INSURANCE: MCD is to be insured in an amount not less than **One Million (\$1,000,000) Dollars**, from any liability resulting from injuries to persons or property and all direct cost and expenses associated therewith. Prior to issuance of this Permit the Grantee AGREES to provide to MCD verification of liability coverage naming "**The Miami Conservancy District**" as an additional insured for an amount of not less than **One Million (\$1,000,000) Dollars**. The Grantee must provide MCD a copy of a certificate of liability verifying that MCD has been named as an additional insured. Insurance coverage must be in force throughout the term of the permit. If insurance coverage is cancelled the permit will terminate.

10. SOIL & WATER CONTAMINATION: The Grantee AGREES to assume all liability and responsibility for clean-up and restoration required due to soil and water contamination resulting from the land use granted within this Permit.

11. RELEASE OF LIABILITY: The Grantee herein releases MCD, to the extent permitted by law, from any and all liability resulting from injuries to persons or property and all direct cost and expenses associated therewith, resulting from or caused by floodwater, maintenance or construction operations and/or any other activities of MCD, its agents, employees or contractors provided such damages were not caused by the negligent act or omission of MCD, its agents, employees or contractors.

12. RIGHT OF ACCESS: MCD, shall at all times, have the right to enter upon any MCD property for the purpose of using, monitoring, maintaining, altering or repairing any works, or improvements owned or controlled by MCD. MCD retains the right to photograph, for private and/or public use, any use, work or event, which takes place on MCD property.

MCD shall have the right of inspection to determine compliance with this Permit. Upon notification of any violation, the Grantee AGREES to promptly take corrective action as directed by MCD. Should corrective action not be taken within the time specified, MCD may revoke this Permit, subject to the terms and conditions as stated within this Permit.

13. TRANSFER OF LAND USE RIGHTS: This Permit is NOT assignable or transferable.

14. PRE-EXISTING LAND USE RIGHTS: All rights granted within this Permit will be limited by, and subject to, any rights and claims of record that exist prior to the effective date of this Permit, regarding all property described within this Permit. Said claims of record include, but are not limited to, any existing easements, right-of-ways, and/or permits.

15. ADDITIONAL RIGHTS: MCD does not claim full warranty deed ownership to all MCD property. The Grantee must accept full responsibility for acquiring any additional rights to property not owned by MCD, when use of such property is necessary for the purposes of this Permit. Furthermore, MCD, in granting land use authorization, is to be released from any additional expense and/or all liability related to any unauthorized use of property.

16. PUBLIC DISCLOSURE: All MCD records, including deeds, leases, permits and all related correspondence, will be considered public records and shall be available for public use and disclosure.

17. COMPLIANCE WITH LAWS: The Grantee AGREES that MCD property is not to be used or occupied for any unlawful purpose. Additionally, all use of MCD property will comply with all laws, ordinances, rules, regulations, requirements, and orders of the United States of America, the State of Ohio, and of all governmental authorities or agencies, including, without limitation, all bureaus, boards or officials thereof respecting said premises and the use and occupation thereof.

18. ADDITIONAL IMPROVEMENTS: The Grantee AGREES no additional temporary or permanent structures and/or improvements will be constructed by the Grantee on MCD property without prior written MCD approval.

19. GROUNDWATER DATA: The Grantee AGREES, **within sixty (60) days of initial construction of any well**, to provide MCD an initial sampling and analysis report.

The Grantee further AGREES, **within thirty (30) days following completion**, to furnish MCD copies of all well logs and test boring reports.

The Grantee AGREES, **within thirty (30) days of completion**, to furnish MCD a copy of all reports of investigations concerning the capacity of the wells, aquifer characteristics, and quality of the aquifer.

The Grantee also AGREES, upon written request to provide copies of existing and future water levels and water quality data.

The Grantee authorizes MCD to access any of the monitoring wells listed within this agreement for the purposes of monitoring groundwater levels and quality should it be necessary to assure public safety and/or maintain the required level of flood protection.

20. PERMIT FEE: The Permit fee is **Two Thousand One Hundred and Fifty (\$2,150.00) Dollars**.

EXHIBIT D - PROHIBITED USE

The following activities are prohibited on MCD property:

- a. Violating any federal, state, county, municipal, or other applicable law, ordinance, rule, regulation or requirement.
- b. Soliciting.
- c. Abandoning any animal.
- d. Lighting fires or burning any materials.
- e. Sledding, skiing, or ice skating.
- f. Camping.
- g. Operating any vehicle on dam or levee slopes.
- h. Moving, by-passing, or damaging any gate, barricade or barrier so placed to temporarily or permanently close a road or area to traffic.
- i. Hunting and trapping.
- j. Depositing burning material or hot ashes on grass, plants or in refuse receptacles.
- k. Dumping, depositing or discarding, intentionally or unintentionally, any trash, garbage, building debris, rubble, metal, concrete, asphalt, organic waste, or other noxious materials.
- l. Damaging, destroying, or disturbing any MCD land as described below:
 1. Removing any property, structures, facilities, or amenities, or any part thereof.
 2. Writing upon, painting, cutting, mutilating, defacing, or damaging in any manner any building, flood control structure, equipment, or other property, or part thereof.
 3. Climbing or rappelling any flood control structure, rock escarpment or other natural features.
 4. Willfully destroying, injuring or removing any bench marks, witness marks, stakes, or other reference marks (ORC 6101.81).
 5. Disturbing, defacing, removing, or injuring trees or other vegetation.

EXHIBIT "F"

RESTORATION REQUIREMENTS

All MCD owned or controlled property disturbed by land use and/or construction will be restored to the reasonable satisfaction of MCD **within thirty (30) days** of project completion and/or prior to termination of this Permit as follows.

Restoration of Levee Slopes:

1. Grantee shall contact MCD's Property Administrator 48 hours in advance of restoration of any levee slopes.
2. Seed mix and erosion control blankets specifications shall be submitted to MCD for approval.
3. All fill materials for embankment construction and restoration shall be submitted to MCD for approval.
4. Material shall conform to the Levee Material Specifications listed below.
5. Fill shall be clean earthen material free of loam, roots, organic matter, boulders, concrete, asphalt, wood, metal, building rubble, and other unsuitable material.
6. MCD reserves the right to reject any fill material.
7. MCD requires a Standard Proctor test to be performed on the proposed material prior to use to determine the optimal water content at which the soil can reach its maximum dry density. Testing for Atterberg limits, grain size distribution and soil type classification are also required. Copies of all test reports shall be provide to MCD for approval.
8. Grantee shall provide contact information of all sources of materials.
9. MCD may require environmental testing of material.
10. MCD may require a physical sample of the proposed material for approval.
11. Fill may not be placed on frozen, wet subgrade, or in standing water.
12. Fill for restoring levee slopes shall be placed in loose lifts not to exceed six-inch in depth and compacted to 95% Standard Proctor as determined by a certified testing company. Testing will be performed every two (2) compacted lifts of height at one-hundred (100) foot intervals

beginning fifty (50) feet from the ends of the project or as directed by MCD. Copies of all compaction and laboratory test reports shall be provided to MCD.

13. Moisture control limits are to be within -1% to +3% of optimum.
14. Lifts may not contain any veins of gravel material.
15. Fill material shall be no larger than three (3) inches in diameter.
16. Fill material shall have no more than 15% gravel.
17. The fill shall be graded to the lines and grades of the adjoining areas.
18. The surface of the levee shall be stripped of organics and topsoil to a depth of six (6) inches prior to benching the levee slope.
19. The existing levee embankment shall be over-excavated in all directions by benching one (1) foot vertical and a minimum of one (1) foot horizontal into stiff undisturbed soil. A level bottom surface day-lighting toward the levee toe shall be provided from which the upward benching on the sides shall initiate. Benching may have to be performed by hand methods or using small-scale excavation equipment.
20. The levee soil on which the backfill is to be placed should not be excavated until immediately before backfilling, and shall not be allowed to become overly wet or dry while exposed.
21. The surface area of the benches shall be scarified as necessary to ensure a good bond between the existing soil and the backfill material.

Top Soil

1. After the final lines, grades, and elevations have been established, six (6) inches of topsoil placed in loose lifts that construct a four (4) inch compacted depth shall be spread on all disturbed areas.
2. The topsoil shall be tracked in with a dozer or approved equipment to compact and provide a good contact between the topsoil and the surface of the fill material.
3. Topsoil shall be scarified prior to seeding.

Vegetation Restoration of Levee Slopes shall consist of one of the following methods:

Hydroseeding:

1. Between the Seeding Period of **March 15th through October 30th** all disturbed levee slopes shall be hydroseeded.
2. Seed types shall consist of an 80/20 Turf Type Tall Fescue Mix with perennial rye with an application rate of 8 pounds per 1000 square feet.

3. Fertilizer shall be 18-24-12 25% Polyplus Fertilizer.
4. Mulch shall consist of Cellulose (Paper) Fiber Mulch, or Wood Fiber Mulch. Application Rate for mulch shall be 2000 pounds per acre.
5. Tackifier shall be added to the solution and applied at an application rate of 2 gallons per acre. The tackifier shall not contain any priority pollutants listed under the U.S. Clean Water Act Section 307(2)(1) Priority Pollutant List (40 CFR 401.15).
6. Application of the slurry should proceed until a uniform cover is achieved.
7. Prior to application, the topsoil on the levee slope shall be scarified by tracking it in using a steel cleated piece of equipment.
8. Hydraulic matrices require 24 hours to dry before rainfall occurs to be effective.
9. Hydroseeded slopes should be inspected periodically for damage due to wind, water, or human disturbance.
10. Repair all damaged areas immediately using hydroseeding at the original specifications.
11. Supplemental watering may be required.

Note: Smaller projects during the Seeding Period of **March 15th through October 30th** may use erosion control blankets as described below with approval from MCD.

Erosion Control Blankets:

1. Between the Seeding Period of **October 31st through March 14th** all disturbed levee slopes shall be protected with biodegradable straw erosion control blankets.
2. The erosion control blankets shall consist of a rapid-breakdown polypropylene netting design, using the finest straw fibers available, be environmentally sensitive and shall be certified that they are weed seed free.
3. Performance capabilities shall have a shear stress rating of 84 Pa (1.75 lb/ft²) for slopes that are 2:1 and flatter.
4. Seed types shall consist of an 80/20 Turf Type Tall Fescue Mix with perennial rye with an application rate of 8 pounds per 1000 square feet.
5. Fertilizer shall be 18-24-12 25% Polyplus Fertilizer.

Inspection:

1. A representative of MCD **MUST** be on site at all times to observe all levee restoration activities.

2. MCD will do a preliminary inspection after 4 weeks to ensure that grass is being established after final seeding.
3. MCD will inspect all seeded areas no earlier than 6 months and no later than 12 months after final seeding. For any area identified without uniform density of at least 90 percent grass cover, the grantee will be required to seed, fertilize and mulch any areas where sufficient turf has not been established.
4. If seeding of an area is not successful, MCD may require sodding of disturbed areas.
5. All property is to be properly monitored and maintained until sufficient turf has been established.
6. MCD inspection and approval must be acquired prior to obtaining all other necessary approvals.

Levee Material Specifications:

1. Levee embankment – material placed in levee embankments should be naturally occurring or contractor blended clayey material. Addition of lime, cement, or other soil amendments for any reason is not permitted. Soil that is classified in accordance with ASTM D2487 and the Unified Soil Classification System as CH and CL is suitable. Soil classified as ML shall be considered unsuitable; however, minor amounts of ML may be suitably blended with CH or CL to formulate a material that classifies as a CL as per ASTM D2487. Soil must be free from masses of organic matter, sticks, branches, roots, broken concrete, asphalt, metal, building rubble, and other debris, including hazardous and regulated solid wastes. Soil from a contractor-supplied earthen clay material source may not contain excessive amounts of wood. Not more than 1% (by volume) of objectionable material shall be contained in clay material. Pockets and/or zones of wood shall not be acceptable. Material consisting of greater than 35% sands (by dry weight) or materials with a Plasticity Index (PI) of less than 10 will not be accepted as well as material having an organic content exceeding 9% by weight. Under no circumstances shall frozen earth, snow, or ice in the material be considered acceptable.

Restoration of Property:

1. Grantee shall contact MCD's Property Administrator 48 hours in advance of restoration.
2. Seed mix specifications shall be submitted to MCD for approval.
3. All disturbed areas shall be graded to the lines and grades of the adjacent undisturbed areas
4. All disturbed areas shall be graded away from the toe of the levees and all run off shall flow towards the river.
5. All disturbed areas shall be graded in a way as to not create any ponding.
6. Any top soil lost during land use shall be replaced to a compacted depth of four inches.

7. After regrading and placing top soil where necessary all disturbed areas shall be seeded, fertilized, and mulched.
8. Seed types shall consist of an 80/20 Turf Type Tall Fescue Mix with perennial rye with an application rate of 8 pounds per 1000 square feet.
9. Fertilizer shall be 18-24-12 25% Polyplus Fertilizer.
10. Mulch shall consist of straw, and be free of weed seed.
11. Evenly place straw mulch over all seeded areas at the following rates:

<u>Seeding Period</u>	<u>Rate</u>
From March 15 to October 30	2 Tons per acre
From October 31 to March 14	3 Tons per acre

12. Hydroseeding is acceptable, approved tackifier shall be applied at 2 gallons per acre.

Inspection:

1. MCD will do a preliminary inspection after 4 weeks to ensure that grass is being established after final seeding.
2. MCD will inspect all seeded areas no earlier than 6 months and no later than 12 months after final seeding. For any area identified without uniform density of at least 90 percent grass cover, the grantee will be required to seed, fertilize and mulch any areas where sufficient turf has not been established.
3. If seeding of an area is not successful, MCD may require sodding of disturbed areas.
4. All property is to be properly monitored and maintained until sufficient turf has been established.
5. MCD inspection and approval must be acquired prior to obtaining all other necessary approvals.

Restoration of Pavement, Recreation trails (asphalt):

1. Depending of the severity of damage to the recreation trail, MCD shall require either, pavement planing (milling) and a surface course of asphalt be applied or full depth replacement with intermediate and surface courses of asphalt per MCD's typical recreation trail section drawings.
2. Full depth replacement will require sub-base to be compacted to not less than 100% of maximum dry density.
3. Base shall consist of 8" of ODOT ITEM 304 aggregate base material compacted to not less than 98% of maximum dry density.

4. See typical recreation trail section drawings located at the end of this Permit for asphalt concrete details.
5. For asphalt roads, parking lots, and all other asphalt surfaces, MCD will determine the design on a per project basis.
6. Concrete roads, trails and parking lots disturbed shall be restored to their original lines and grades. Remove all damaged areas by saw-cutting to the closest construction joint to provide a clean square joint. The concrete for the pavement shall be Class QC1 per ODOT ITEM 499. All replacement concrete pavement shall be dowelled into existing pavement per ODOT ITEMS 509 and 510. The size and spacing of dowels shall be determined by MCD on a per project basis.
7. ODOT ITEMS are referenced to the most recent ODOT Construction and Material Specifications publication.

Poles, Towers, Fences, Signs, Buildings, Bridges and other Above-Ground Structures:

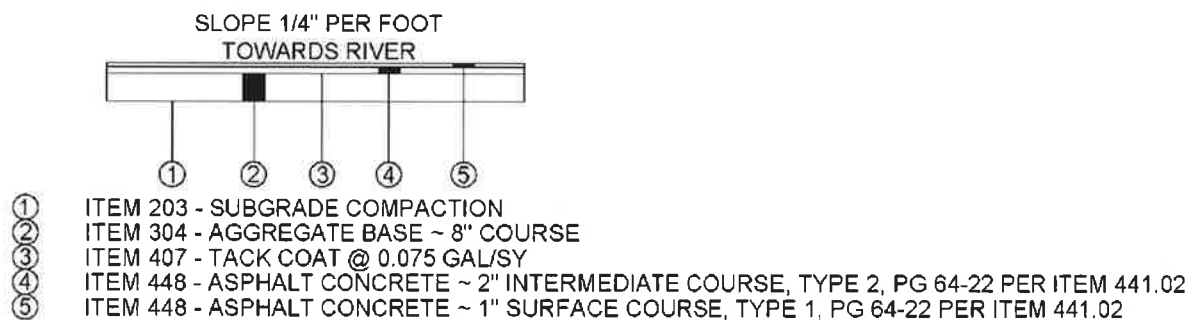
1. All above-ground structures, improvements, and physical installations must be completely removed from MCD property.

Underground structures:

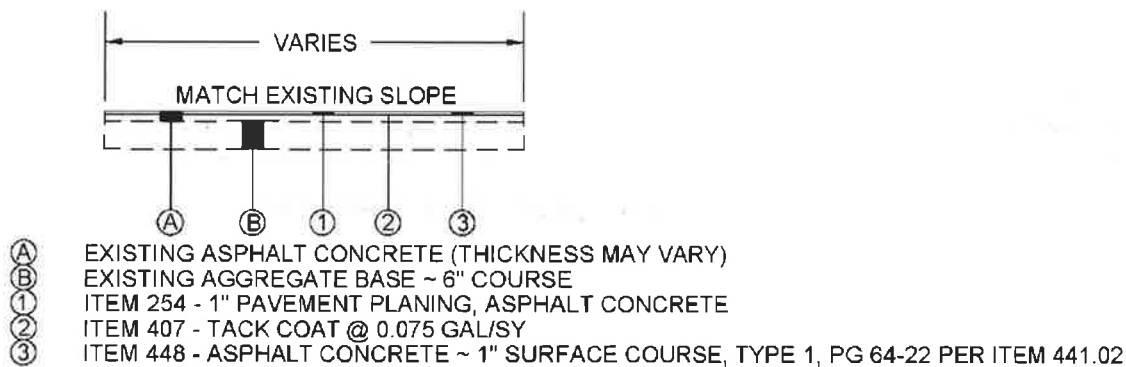
1. Underground structures include, but are not limited to foundations, footers, bases, anchors, piling, gate chambers, manholes, meter pits, and vaults.
2. MCD will determine whether underground structures must be removed or may be abandoned in place.
3. Underground structures designated for removal shall be excavated and completely removed. The area shall be backfilled with clean fill material and restored according to Appendix III of the MCD Land Use Policy.
4. Underground structures designated for abandonment must be addressed as follows:
 - All gates, valves, meters, and other equipment must be removed from the structure.
 - All connections such as water, gas, or electric must be disconnected and removed.
 - All pipes and conduits must be disconnected from the structure and removed or abandoned per item c. below.
 - The structure must be cut off and removed to a minimum of three feet below the ground surface.
 - The top cone or top section of any pre-cast structure shall be removed.
 - The remainder of the structure and the excavation shall be backfilled with clean fill material or flowable cement grout.
 - The area shall be restored to MCD's satisfaction.

Wells:

1. MCD will determine whether the well must be abandoned, or may remain in place.
2. All wells designated for abandonment shall be properly abandoned and sealed per the requirements of Ohio Revised Code Chapter 1521 and Ohio Administrative Code Chapters 3701 and 3745; as well as all regulations of the Ohio Department of Natural Resources, Ohio Department of Health, Ohio Environmental Protection Agency, and all other state and local entities with jurisdiction over wells.
3. All required well abandonment reports and forms shall be submitted to the appropriate agency, with copies provided to MCD.
4. Following well abandonment, the site shall be restored according to Appendix III of the MCD Land Use Policy.
5. MCD or an MCD subdistrict may elect to assume ownership and maintenance of a well, including but not limited to casing, screens, pumps, piping, and other structures or facilities. The terms of the ownership transfer shall be agreed to in writing by both parties before the obligations of the Grantee are released.



TYPICAL SECTION (FULL DEPTH REPLACEMENT)



TYPICAL SECTION (PLANING AND RESURFACING)

NOTE: ALL PAVEMENT SHALL MATCH EXISTING SLOPES OR IF NECESSARY SLOPE TOWARDS THE RIVER. AT NO TIME SHOULD THE TRAIL BE SLOPED AWAY FROM THE RIVER.

NOTE: ITEMS REFER TO ODOT 2013 CONSTRUCTION AND MATERIAL SPECIFICATIONS

I, THE GRANTEE OR AUTHORIZED REPRESENTATIVE FOR SAID GRANTEE, IN EXCHANGE FOR SUCH USE AS DEFINED WITHIN THIS PERMIT, DO HEREBY ACKNOWLEDGE ACCEPTANCE OF ALL TERMS AND CONDITIONS AS STATED WITHIN THIS PERMIT:

REVITALIZING AUTO COMMUNITIES
ENVIRONMENTAL RESPONSE TRUST (RACER)

Date: 8-31-2021

By: Pamela Barnett

Print Name: PAMELA BARNETT

Title: CLEANUP MANAGER

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AS AUTHORIZED REPRESENTATIVE FOR MCD I DO HEREBY GRANT APPROVAL, SUBJECT TO THE TERMS AND CONDITIONS OF THIS PERMIT, TO USE MCD PROPERTY FOR SUCH USE AS DEFINED WITHIN THIS PERMIT:

THE MIAMI CONSERVANCY DISTRICT

Date: 09/10/2021

By: Donald P. O'Connor
Kurt A. Rinchart, Chief Engineer

Donald P. O'Connor

Any questions concerning this Permit or the use of MCD property shall be directed to the **MCD PROPERTY ADMINISTRATOR** Roxanne Farrier at (937) 223-1278, ext. 3230.

To contact the MCD Caretaker call (937) 414-7043.

GRANTEE'S CONTACT PERSON: Pamela Barnett (937) 751-8635

Exhibit "A"



Exhibit "B"

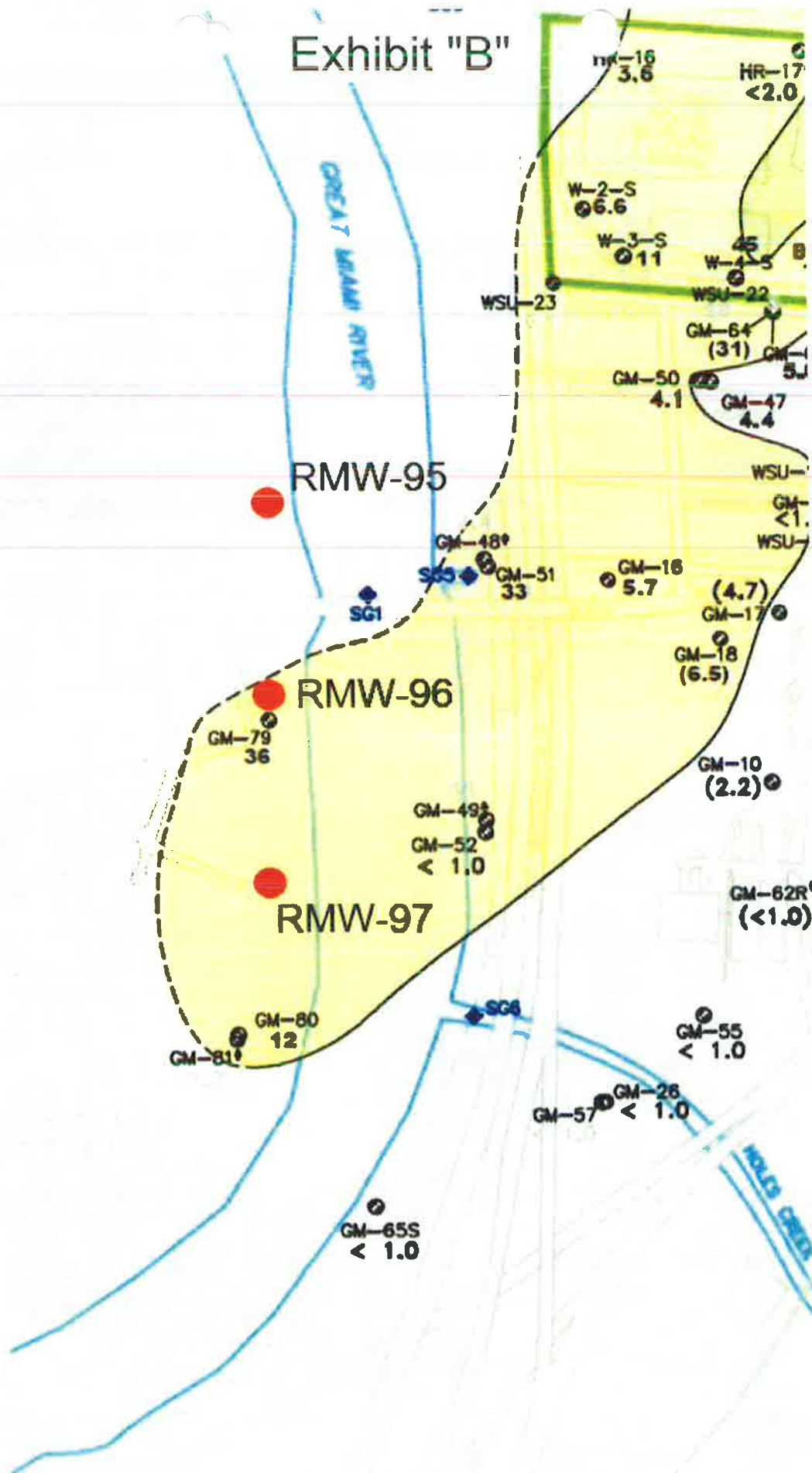
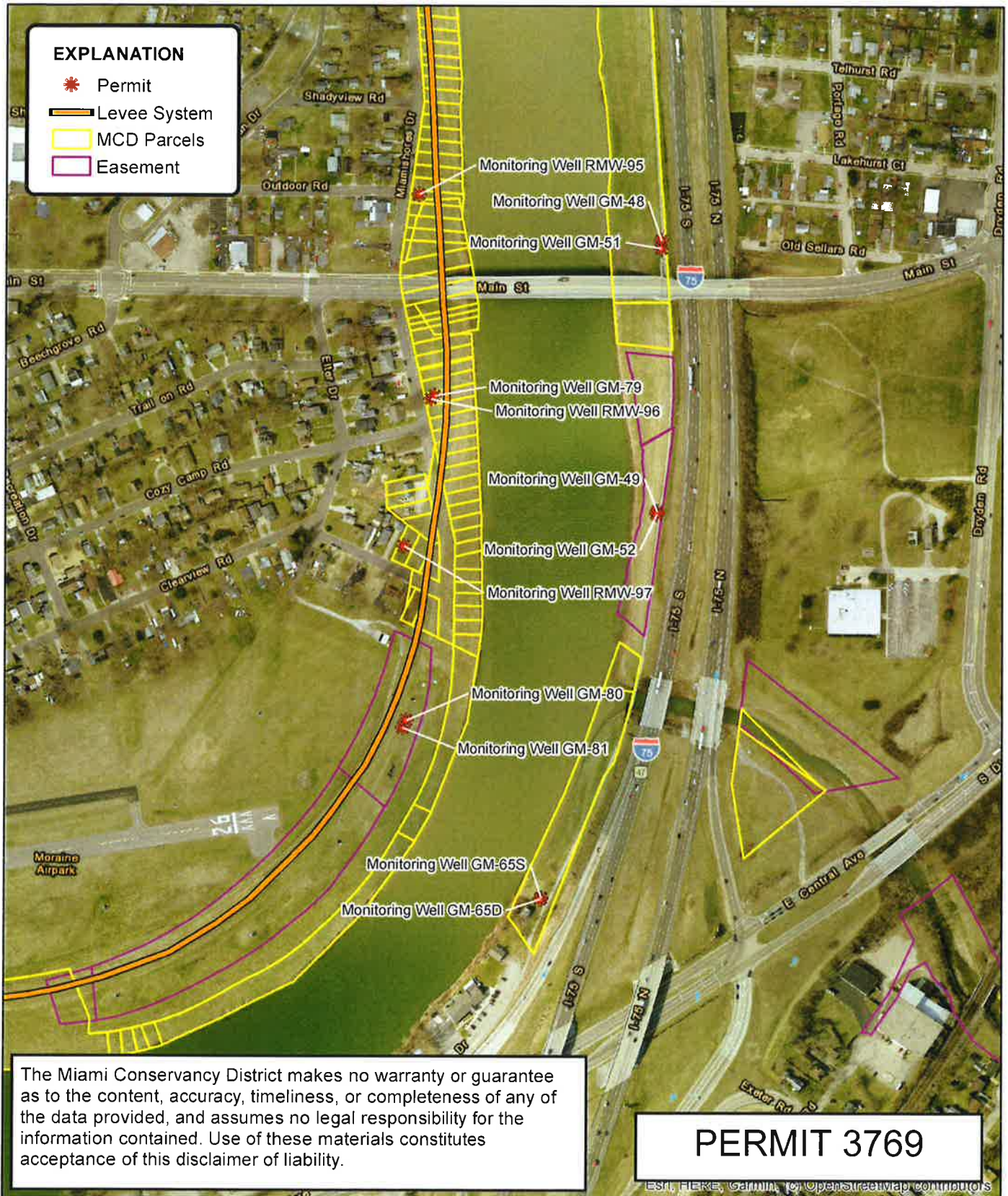


EXHIBIT "C"



Date: 5/6/2021

0 210 420 840 Feet