



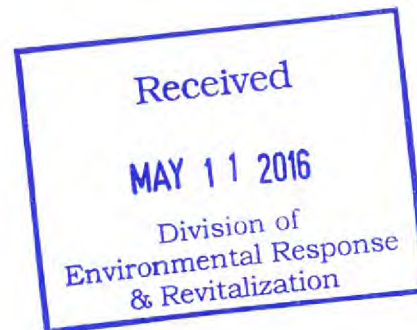
Revitalizing Auto Communities
Environmental Response Trust

May 3, 2016

Records Management Office
Ohio EPA – Division of Environmental Response and Revitalization
Voluntary Action Program
50 W. Town Street, Suite 700
Columbus, OH 43215

Attn: Angela Edwards

RE: Environmental Covenant
Mansfield Stamping Plant
Ontario, OH
15NFA643
370002817008



Dear Ms. Edwards:

The Revitalizing Auto Communities Environmental Response Trust (RACER Trust) is providing the following filed Environmental Covenant per the Covenant Not to Sue issued as Final Findings and Orders on April 1, 2016, pursuant to Ohio Revised Code Chapter 3746 and Ohio Administrative Code Chapter 3745-300. A stamped copy of the Environmental Covenant that was filed with Richland County, Ohio is attached for your records as instructed.

If you have any questions, please contact me at (937) 751-8635.

Sincerely,

Pamela L. Barnett, PG
Cleanup Manager (DE, LA, MA, OH, PA, VA)
RACER Trust

cc: Lewis C. Rhodes, Jr., Certified Professional, Tetra Tech, Inc.
250 West Court Street, Suite 200W, Cincinnati, OH 45202

David S. Adler, The Adler Group
1400 N.W. 107th Avenue, Miami, FL 33172

201600004107
Filed for Record in
RICHLAND
SARAH M DAVIS, RECORDER
04-22-2016 At 11:18 am.
EPACOVENANT 120.00
OR Book 2453 Page 597 - 607



BK: 2453 PG: 597

To be recorded with Deed
Records ORC § 317.08

201600004107
FIRST AMERICAN TITLE COMPANY
1660 W 2ND ST
SUITE 700
CLEVELAND OH 44113

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Ontario Business Park, LLC ("Owner"), the Revitalizing Auto Communities Environmental Response ("RACER") Trust, an independent trust ("Holder"), and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property described in Section 2 herein ("Property") to the activity and use limitations set forth herein.

WHEREAS, the Holder has undertaken a voluntary action with respect to the Property under Ohio's Voluntary Action Program ("VAP"), pursuant to ORC Chapter 3746 and Ohio Administrative Code ("OAC") Chapter 3745-300.

WHEREAS, the owner of the Property is Ontario Business Park, LLC. The Holder is not the owner of the Property.

WHEREAS, the voluntary action remedy for the Property includes the activity and use limitations set forth in this Environmental Covenant. Certified Professional Lewis C. Rhodes, Jr. (CP #201), issued a no further action letter ("NFA Letter") for the Property on December 3, 2015 and submitted the NFA Letter to Ohio EPA ("No. 15NFA643"), with a request for a covenant not to sue.

WHEREAS, the activity and use limitations support the issuance of the NFA Letter and a covenant not to sue for the Property; the limitations protect against exposure to the hazardous substances and petroleum in soil and groundwater on or underlying the Property.

WHEREAS, the NFA Letter's executive summary contains an overview of the voluntary action. The executive summary may be reviewed as an exhibit to the covenant not to sue issued for the Property, recorded in the deed records for the Property in the Richland County Recorder's Office. The covenant not to sue and the NFA Letter (No. 15NFA643) may also be reviewed by contacting the Records Management Officer for the Division of Environmental Response and Revitalization, at Ohio EPA's Central Office, 50 West Town Street, Columbus, Ohio 43216, (614) 644-2924, or at Ohio EPA's Northwest District Office at 397 Dunbridge Road, Bowling Green, Ohio 43402, (419) 352-8461; or by contacting the Certified Professional at: Tetra Tech, Inc., 250 West Court Street, Suite 200 W, Cincinnati, Ohio 45202, (513) 241-0149; or by contacting the Holder at 550 Woodward Avenue, Suite 2650, Detroit, Michigan, 48226, (937) 751-8635.

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

NRS-788725



BK: 2453 PG: 598

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 266-acre tract of real property, located at 2525 West Fourth Street, Ontario, Richland County, Ohio, and more particularly described in Attachment 1 attached hereto and hereby incorporated by reference herein ("Property").

3. Owner. This Property is owned by Ontario Business Park, LLC ("Owner"), which is located at 1400 N.W. 107th Avenue, Miami, Florida 33172.

4. Holder. Pursuant to ORC § 5301.81, the holder of this Environmental Covenant ("Holder") is the RACER Trust.

5. Activity and Use Limitations. As part of the voluntary action remedy described in the NFA Letter, Owner hereby imposes and agrees to comply with the following activity and use limitations:

a. Groundwater Extraction and Use Prohibition. No person shall extract or use ground water at or underlying the Property for any purpose, potable or otherwise, except for investigation or remediation thereof, or in conjunction with construction or excavation activities or maintenance of subsurface utilities.

b. Commercial and/or Industrial Land Use Restriction. The Property is hereby limited to commercial or industrial land use only, as defined in OAC 3745-300-08 (C)(2)(b) and (C)(2)(c) (eff. August 1, 2014).

OAC 3745-300-08(C)(2)(b) defines *commercial land use* as "land use with potential exposure of adult workers during a business day and potential exposures of adults and children who are customers, patrons or visitors to commercial facilities during the business day. Commercial land use has potential exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil, ingestion of soil and inhalation of volatile compounds due to vapor intrusion to indoor air. Generic direct contact standards for commercial land use may not be appropriate for properties where a high frequency of potential exposure to children may occur, such as at schools and day care facilities." Examples of commercial land uses include, but are not limited to warehouses; retail gasoline stations; retail establishments; professional offices; hospitals and clinics; religious institutions; hotels; motels; and parking facilities.

OAC 3745-300-08(C)(2)(c) defines *industrial land use* as "land use with potential exposure of adult workers during a business day and potential exposures of adults and children who are visitors to industrial facilities during the business day. Industrial land use has potential exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil and ingestion of soil and inhalation of



BK: 2453 PG: 599

volatile compounds due to vapor intrusion to indoor air." Examples of industrial land uses include, but are not limited to: lumberyards; power plants; manufacturing facilities such as metalworking shops, plating shops, blast furnaces, coke plants, oil refineries, brick factories, chemical plants and plastics plants; assembly plants; non-public airport areas; limited access highways; railroad switching yards; and marine port facilities.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner, during the time that the Owner owns the Property or any portion thereof, and upon 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 against any non-compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law. Pursuant to ORC § 3746.05, if the Property or any portion thereof is put to a use that does not comply with this Environmental Covenant, the covenant not to sue issued for the Property by the Director of Ohio EPA under ORC § 3746.12 is void on and after the date of the commencement of the noncompliant use.

8. Rights of Access. Owner hereby grants to the Holder and Ohio EPA's authorized representatives the right of access to the Property for implementation or enforcement of this Environmental Covenant and shall require such access as a condition of any transfer of the Property or any portion thereof.

9. Compliance Reporting. Owner or Transferee, if applicable, shall, upon request by Ohio EPA, submit to Ohio EPA and any Holders other than Owner, written documentation verifying that the activity and use limitations set forth herein remain in place and are being complied with.

10. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion thereof 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, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE RICHLAND COUNTY RECORDER'S OFFICE ON _____, 2016, IN



BK: 2453 PG: 600

[DOCUMENT ____, or BOOK ____, PAGE ____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

Groundwater Extraction and Use Prohibition.

Commercial and/or Industrial Land Use Restriction.

Owner or Transferee, if applicable, shall notify Ohio EPA within ten (10) days after each conveyance of an interest in the Property or any portion thereof, except for leases entered into by Owner with tenants in the normal course of business. The notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the property being transferred.

11. 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 and that the Owner conducted a current title search that shows that the Property is not subject to any interests or encumbrances that conflict with the activity and use limitations set forth in this Environmental Covenant;
- 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 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;
- E. that the Owner has identified all other persons that own an interest in or hold an encumbrance on the Property, and, if applicable, notified such persons of the Owner's intention to enter into this Environmental Covenant.

12. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent of all of the following: the Owner, or a Transferee, if applicable; other Holders, if any; and the Director of the Ohio EPA, pursuant to ORC §§ 5301.82 and 5301.90 and other applicable law. The term, "Amendment," as used in this Environmental Covenant, shall mean 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 so long as there is at least one limitation remaining. The term, "Termination," as used in this Environmental Covenant, shall mean the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.



BK: 2453 PG: 601

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA and by the Owner or Transferee, if applicable, and other Holders or their assignees, if any, of the Property or any 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, if applicable, shall file such instrument for recording with the Richland County Recorder's Office, and shall provide a file- and date-stamped copy of the recorded instrument to Ohio EPA and other Holders or their assignees, if any.

13. 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.

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

15. 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 Richland County Recorder's Office.

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 Richland County Recorder's Office.

17. Distribution of Environmental Covenant. Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to the Ohio EPA and the RACER Trust.

18. Notice. Unless otherwise notified in writing by any party hereto or Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

As to Ohio EPA:

Ohio EPA – Central Office
Division of Environmental Response and Revitalization
50 West Town Street, Suite 700
P.O. Box 1049
Columbus, Ohio 43216-1049
Attn.: DERR Records Management Officer, regarding Former GM Mansfield/Ontario
Stamping Plant Property (15NFA643)

Or, send electronically to: records@epa.ohio.gov
and



BK: 2453 PG: 602

Ohio EPA - Northwest District Office
Division of Environmental Response and Revitalization
397 Dunbridge Road
Bowling Green, Ohio 43402
Attn.: DERR Site Coordinator for Former GM Mansfield/Ontario Stamping Plant
Property (15NFA643)

As to Holder:

RACER Trust
500 Woodward Avenue, Suite 2650
Detroit, Michigan 48226
Attn: Pam Barnett

As to Owner:

Ontario Business Park, LLC
Adler Plaza – 5th Floor
1400 N.W. 107th Avenue
Miami, Florida 33172
Attn: Michael M. Adler and David S. Adler
Facsimile: 305-392-4004
Email: madler@adlergroup.com / dadler@adlergroup.com



BK: 2453 PG: 603

The undersigned represents and certifies that the undersigned is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

OWNER:

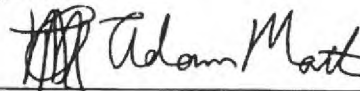
ONTARIO BUSINESS PARK, LLC

By:  Date: 3/7/2016
Print Name: Michael M. Adler
Title: President

State of Florida)
County of Miami-Dade) ss:

Before me, a notary public, in and for said county and state, personally appeared Michael M. Adler, a duly authorized representative of Ontario Business Park, LLC, who acknowledged to me the execution of the foregoing instrument on behalf of the Owner.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 7th day of March, 2016.


Notary Public



ADAM MATT
MY COMMISSION # FF 003908
EXPIRES: April 1, 2017
Bonded Thru Budget Notary Services

HOLDER:



BK: 2453 PG: 604

Revitalizing Auto Communities Environmental Response Trust

By: EPLET, LLC, acting solely in its representative capacity as Administrative Trustee

By:

Elliott P. Laws 3/1/16
ELLIOTT P. LAWS, not individually,
but acting solely in his capacity as
Managing Member

State of Michigan

County of Wayne

)
) ss:
)

Before me, a notary public, in and for said county and state, personally appeared Elliott P. Laws, a duly authorized representative of the Revitalizing Auto Communities Environmental Response Trust, who acknowledged to me the execution of the foregoing instrument on behalf of the Holder.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal
this 1st day of March, 2016.

Tracie L. Nichols
Notary Public

TRACIE L. NICHOLS
Notary Public, State of Michigan
County of Oakland
My Commission Expires 03-19-2017
Acting in the County of Wayne

OHIO ENVIRONMENTAL PROTECTION AGENCY


Craig W. Butler, Director



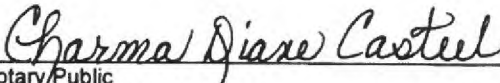
BK: 2453 PG: 605

State of Ohio)
) ss:
County of Franklin)

Before me, a notary public, in and for Franklin County, Ohio, personally appeared Craig W. Butler, the Director of Ohio EPA, who acknowledged to me that he did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal
this 31ST day of MARCH, 2016.




Notary Public

CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES

May 10, 2019

This instrument was prepared by:

Carl Garvey, General Counsel
RACER Trust
500 Woodward Avenue, Suite 2650
Detroit, MI 48226

Mark J. Navarre
Ohio EPA - Legal Office
50 West Town Street, Suite 700
Columbus, OH 43215

**LEGAL DESCRIPTION OF THE REAL PROPERTY**

All those tracts or parcels of land lying and being in the City of Ontario, County of Richland, State of Ohio, and being more particularly described on as follows:

(AS-SURVEYED DESCRIPTION)

SITUATE IN THE STATE OF OHIO, COUNTY OF RICHLAND, TOWNSHIP OF SPRINGFIELD, CITY OF ONTARIO, BEING IN THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 14 AND THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF SECTION 23, ALL BEING SITUATED IN TOWNSHIP 21, RANGE 19, CONGRESS LANDS AND BEING THAT DESCRIBED AS THE GENERAL MOTORS CORPORATION PROPERTY IN THE FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 110093158, WITH AN EFFECTIVE DATE OF DECEMBER 21, 2010 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION BETWEEN THE NORTH LINE OF SECTION 23, TOWNSHIP 21, RANGE 19 WITH THE WEST RIGHT OF WAY LINE OF STUMBO ROAD (80 FEET WIDE); RUN THENCE SOUTH 01 DEGREES 09 MINUTES 52 SECONDS WEST ALONG SAID RIGHT OF WAY LINE 412.13 FEET TO A FOUND 5/8 INCH IRON ROD WITH NO IDENTIFYING CAP MARKING THE POINT OF INTERSECTION BETWEEN THE WEST RIGHT OF WAY LINE OF STUMBO ROAD WITH THE NORTH BOUNDARY LINE OF THAT CERTAIN TRACT OF LAND NOW OR FORMERLY OWNED BY THE VILLAGE OF ONTARIO AS DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED RECORDED IN VOLUME 848, PAGES 463 THROUGH 465, INCLUSIVE, OF THE PUBLIC RECORDS OF RICHLAND COUNTY, OHIO; THENCE RUN SOUTH 88 DEGREES 54 MINUTES 10 SECONDS WEST ALONG SAID NORTH LINE 690.00 FEET TO A FOUND 5/8 INCH IRON ROD WITH NO IDENTIFYING CAP MARKING A POINT SITUATED SOUTH 00 DEGREES 46 MINUTES 51 SECONDS EAST 410.86 FEET FROM THE NORTHWEST CORNER OF THE NORTHEAST ONE QUARTER OF SAID SECTION 23; THENCE CONTINUE ALONG AFORESAID NORTH LINE AND THE NORTH LINE OF THAT CERTAIN TRACT OF LAND NOW OR FORMERLY OWNED BY ERIE LAND AND IMPROVEMENT COMPANY OF PENNSYLVANIA AS DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 442, PAGES 436 THROUGH 438 INCLUSIVE, SOUTH 68 DEGREES 21 MINUTES 22 SECONDS WEST, PASSING A 5/8 INCH IRON ROD WITH NO IDENTIFYING CAP AT 196.19 FEET FOR A TOTAL OF 480.00 FEET TO A FOUND 5/8 INCH IRON ROD WITH NO IDENTIFYING CAP MARKING THE NORTHWEST CORNER OF SAID ERIE TRACT OF LAND; THENCE RUN SOUTH 21 DEGREES 38 MINUTES 38 SECONDS EAST ALONG THE WESTERLY BOUNDARY LINE OF SAID TRACT 832.27 FEET A SET 5/8 INCH IRON ROD WITH ASM CAP ON THE NORTHERLY RIGHT OF WAY LINE OF MANSFIELD BY PASS (U. S. ROUTE 30); THENCE RUN ALONG SAID RIGHT OF WAY LINE SOUTH 62 DEGREES 37 MINUTES 24 SECONDS WEST 2143.59 TO A SET 5/8 INCH IRON ROD WITH ASM CAP MARKING A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 360.15 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 61 DEGREES 04 MINUTES 53 SECONDS WEST 264.92 FEET; THENCE FROM A RADIAL BEARING OF NORTH 07 DEGREES 20 MINUTES 21 SECONDS EAST RUN NORTHERLY ALONG THE EAST RIGHT OF WAY LINE OF BEER ROAD AND ALONG THE ARC OF SAID CURVE 271.29 FEET THROUGH A CENTRAL ANGLE OF 43 DEGREES 09 MINUTES 32 SECONDS TO POINT MARKED BY A SET 5/8 INCH IRON ROD WITH ASM CAP; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE THROUGH THE FOLLOWING SIX COURSES: THENCE NORTH 39 DEGREES 30 MINUTES 21 SECONDS WEST 308.20 FEET TO A SET 5/8 INCH IRON ROD WITH ASM CAP AT THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 559.18 FEET, A CENTRAL ANGLE OF 29 DEGREES 46 MINUTES 19 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 24 DEGREES 37 MINUTES 10 SECONDS WEST 287.30 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE 290.56 FEET TO A POINT MARKED BY A SET 5/8 INCH IRON ROD



BK: 2453 PG: 607

WITH ASM CAP; THENCE NORTH 01 DEGREES 50 MINUTES 06 SECONDS WEST 1647.12 FEET TO A SET 5/8 INCH IRON ROD WITH ASM CAP; THENCE NORTH 02 DEGREES 00 MINUTES 21 SECONDS WEST 2118.05 FEET TO A SET 5/8 INCH IRON ROD WITH ASM CAP AT THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1392.39 FEET, A CENTRAL ANGLE OF 05 DEGREES 35 MINUTES 10 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 00 DEGREES 48 MINUTES 17 SECONDS EAST 135.70 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE 135.75 FEET TO A POINT MARKED BY A SET 5/8 INCH IRON ROD WITH ASM CAP; THENCE RUN NORTH 35 DEGREES 11 MINUTES 36 SECONDS EAST 140.82 FEET TO A SET 5/8 INCH IRON ROD WITH ASM CAP ON THE SOUTHERLY RIGHT OF WAY LINE OF WEST 4TH STREET-CRESTLINE MANSFIELD ROAD (STATE ROUTE 30); THENCE RUN ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING TWO COURSES: THENCE SOUTH 77 DEGREES 25 MINUTES 06 SECONDS EAST 400.00 FEET A SET 5/8 INCH IRON ROD WITH ASM CAP; THENCE SOUTH 79 DEGREES 08 MINUTES 08 SECONDS EAST 487.91 FEET A SET 5/8 INCH IRON ROD WITH ASM CAP ON THE WEST LINE OF A TRACT FOR STORM DRAINAGE; THENCE RUN ALONG THE BOUNDARIES OF SAID DRAINAGE TRACT THE FOLLOWING THREE COURSES: THENCE SOUTH 25 DEGREES WEST 67.47 FEET A SET 5/8 INCH IRON ROD WITH ASM CAP; THENCE SOUTH 65 DEGREES EAST 20.00 FEET A SET 5/8 INCH IRON ROD WITH ASM CAP; THENCE NORTH 25 DEGREES EAST 72.51 FEET TO A SET 5/8 INCH IRON ROD WITH ASM CAP ON THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF WEST 4TH STREET; THENCE RUN ALONG SAID RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: THENCE SOUTH 79 DEGREES 08 MINUTES 08 SECONDS EAST 491.81 FEET A SET 5/8 INCH IRON ROD WITH ASM CAP; THENCE SOUTH 77 DEGREES 25 MINUTES 06 SECONDS EAST 1748.29 FEET TO A SET 5/8 INCH IRON ROD WITH ASM CAP AT THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 57375.78 FEET, A CENTRAL ANGLE OF 00 DEGREES 15 MINUTES 46 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 77 DEGREES 32 MINUTES 58 SECONDS EAST 263.12 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE 263.12 FEET TO A SET 5/8 INCH IRON ROD WITH ASM CAP ON THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF STUMBO ROAD; THENCE RUN ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING TWO COURSES: THENCE SOUTH 00 DEGREES 07 MINUTES 54 SECONDS WEST 1563.54 FEET TO A SET 5/8 INCH IRON ROD WITH ASM CAP; THENCE SOUTH 01 DEGREES 09 MINUTES 52 SECONDS WEST 2.51 FEET TO THE POINT OF BEGINNING, CONTAINING THEREIN 265.052 ACRES MORE OR LESS, OF WHICH 27.234 ACRES MORE OR LESS LIES IN THE SOUTHEAST QUARTER OF SECTION 14; 126.264 ACRES MORE OR LESS LIES IN THE SOUTHWEST QUARTER OF SECTION 14; 6.581 ACRES MORE OR LESS LIES IN THE NORTHEAST QUARTER OF SECTION 23; 104.973 ACRES MORE OR LESS LIES IN THE NORTHWEST QUARTER OF SECTION 23 SUBJECT TO ALL LEGAL EASEMENTS AND RIGHTS-OF-WAY OF RECORD AND RECORDS IN THEIR RESPECTIVE UTILITY OFFICES.

THIS DESCRIPTION IS BASED ON AN ACTUAL FIELD SURVEY COMPLETED DECEMBER 06, 2011 AND IN ACCORDANCE WITH THE OHIO ADMINISTRATIVE CODE 4733-37. BASIS OF BEARINGS IS THE NORTHERLY LINE OF THE VILLAGE OF ONTARIO TRACT, AS SOUTH 88 DEGREES 54 MINUTES 10 SECONDS WEST, AS PER DEED VOLUME 848, PAGE 463 THROUGH 465 AND IS FOR ANGULAR PURPOSES ONLY.