

I certify this to be a true and accurate copy of the  
official documents as filed in the records of the Ohio  
Environmental Protection Agency.

JULIE BAUMGARDNER  
Wood County Recorder  
11/28/2018 02:18:24 201815794  
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Volume: 3648 Page: 903-923 OR

By Donna Lassiter Date: 10/31/18

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To be recorded with Deed  
Records - ORC § 317.08

### ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Waste Management of Ohio, Inc., as successor-in-interest by merger with C W M Holdings, Inc. ("WMOH") and SC Holdings, Inc., as successor-in-interest by merger with Ohio Waste Systems, Inc. ("SCH"), 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 herein ("the Property") to the activity and use limitations set forth herein.

This Environmental Covenant requires current and future Property owners to meet certain requirements, including, but not limited to:

- Comply with the activity and use limitations given by paragraph 5 that limit the activity and use of the Property to industrial land use and prohibits use of shallow groundwater present in unconsolidated glacial deposits.
- Provide an annual compliance report to Ohio EPA by June 1 of each year, as required by paragraph 9, describing that the Property continues to be used in compliance with the activity and use limitations.
- Give notice to new property owners (also known as "transferees") upon conveyance, as required by paragraph 10, of the activity and use limitations and the recorded location of this Environmental Covenant.
- Notify Ohio EPA within 10 days of each conveyance, as required by paragraph 10, of the property that was conveyed and new owner's contact information.

WHEREAS, The Property is approximately 271 acres of real property in Wood County at 2625 East Broadway, Northwood, Ohio, most of which is permitted for solid-waste disposal, 38 acres of which are the closed solid-waste landfill (Closed North Sanitary Landfill), and 4.2 acres is a Hazardous Waste Cell (Evergreen Landfill RCRA Cell or ELRC). See Figure 1 for general locations of areas discussed herein.

WHEREAS, this Environmental Covenant concerns the approximately 271 acres known as the Evergreen Recycling and Disposal Facility ("Evergreen RDF") (as defined in Paragraph 2 below), including the ELRC and the Closed North Landfill

WHEREAS, a 4.2 acre area referred to as the ELRC was used for the disposal of hazardous waste from 1982 to 1985 and was closed as a RCRA Landfill.

WHEREAS, Evergreen RDF is currently implementing a post-closure plan for the ELRC, which includes deed restrictions.

WHEREAS, by virtue of the Hazardous Waste Cell, site-wide RCRA Corrective Action was conducted for the 271 acre property in conjunction with Ohio EPA.

WHEREAS, a site-wide evaluation of the Property was completed, and current conditions documented in the August 5, 2011 Description of Current Conditions (DOCC) Report, Revision 2.

WHEREAS, the Closed North Landfill was identified as Waste Management Unit (WMU) No. 8, through the RCRA Corrective Action program.

WHEREAS, the DOCC proposed the use of an environmental covenant to limit site-wide land and groundwater use, including the Closed North Landfill.

WHEREAS, on December 22, 2016, Ohio EPA issued a Decision Document identifying the remedy for the for the Evergreen RDF. Public comments were received and a response to comments prepared.

WHEREAS, the Administrative Record of the corrective action is maintained as the file titled Evergreen RDF, available at the Ohio EPA Northwest District Office, located at 347 North Dunbridge Road in Bowling Green, Ohio.

WHEREAS, as part of the corrective action requirements pertaining to the Property pursuant to Ohio hazardous waste requirements contained in ORC Chapter 3734, Owner has agreed to placing the activity and use limitations on the Property, as described herein

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 the 271.822 acre property located at 2625 East Broadway, Northwood, Ohio (the "Property"), specifically

identified in the Ohio EPA Decision Document and is more particularly described in Attachment #1.

3. Owner. This Property is owned by WMOH as successor-in-interest by merger with CWM Holdings, Inc. and SC Holdings, Inc., as successor-in-interest by merger with Ohio Waste Systems, Inc (collectively the "Owner"), with a place of business located at 1006 Walnut Street, Canal Winchester, Ohio 43110. 1

4. Holder. Pursuant to ORC § 5301.81, the holder of this Environmental Covenant ("Holder") is the Owner listed above.

5. Activity and Use Limitations. As part of the site-wide corrective action remedy, Owner hereby imposes and agrees to comply with the following activity and use limitations unless and until this Environmental Covenant is amended or terminated in accordance with paragraph 12 below:

- a. The Property is limited to industrial land use. Industrial Land Use is defined for purpose of this Environmental Covenant as land use with potential exposure of adult workers during a business day and potential exposure 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. Examples of industrial uses include, but are not limited to: lumberyards; power plants; manufacturing facilities; assembly plants; non-public airport areas; railroad switching yards; marine port facilities, and public or employee areas incidental to such land use.
- b. Groundwater located within the unconsolidated glacial deposits (uppermost saturated groundwater zone) beneath the property shall not be used except for investigation, monitoring, or remediation purposes, or in conjunction with construction, mining, or excavation activities.
- c. In any event or action by or on behalf of a person who owns an interest in or holds an encumbrance on the Property that constitutes a breach of the activity and use limitations, Owner or any Transferee, as applicable, shall notify Ohio EPA within thirty (30) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitation within

---

1 Parcel M50-812-320000036000 is owned by WMOH; Parcels H31-712-050401012000, H31-712-05040104000, and H31-712-050401011000, are owned by SCH.



sixty (60) days of becoming aware of the event or action, 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, 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 and 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.

8. Rights of Access. Owner hereby grants to Ohio EPA's authorized representatives, upon proper identification and upon stating the purpose and necessity of the inspection, 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 annually submit to Ohio EPA written documentation verifying that the activity and use limitations set forth herein remain in place and are being complied with. Documentation shall be due to Ohio EPA on June 1 of each year beginning the year after the effective date of this Environmental Covenant, unless otherwise directed by Ohio EPA.

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 [name of County Recorder's Office] ON \_\_\_\_\_, 201\_\_, IN [DOCUMENT \_\_\_\_\_, or

BOOK\_\_\_\_, PAGE \_\_\_\_]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

- a. The Property is limited to Industrial Land Use. Industrial Land Use is defined for purpose of this Environmental Covenant as land use with potential exposure of adult workers during a business day and potential exposure 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. Examples of industrial uses include, but are not limited to: lumberyards; power plants; manufacturing facilities; assembly plants; non-public airport areas; railroad switching yards; marine port facilities, and public or employee areas incidental to such land use.
- b. Groundwater located within the unconsolidated glacial deposits (uppermost saturated groundwater zone) beneath the property shall not be used except for investigation, monitoring, or remediation purposes, or in conjunction with construction, mining, or excavation activities.
- c. In any event or action by or on behalf of a person who owns an interest in or holds an encumbrance on the Property that constitutes a breach of the activity and use limitations, Owner or any Transferee, as applicable, shall notify Ohio EPA within thirty (30) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitation within sixty (60) days of becoming aware of the event or action, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA

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. 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; 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.

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. 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 Wood County Recorder's Office, and shall provide a file- and date-stamped copy of the recorded instrument to Ohio EPA.

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, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Office of the Wood County Recorder.

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 Office of the Wood County Recorder.

17. Distribution of Environmental Covenant. Pursuant to ORC § 5301.83, Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA and Wood County.

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  
Columbus, Ohio 43216  
Attn.: DERR Records Management Officer

Or, send electronically to: [records@epa.ohio.gov](mailto:records@epa.ohio.gov)

And

Ohio EPA  
Northwest District Office  
347 North Dunbridge Road  
Bowling Green, Ohio 43402  
Attn.: DERR Site Coordinator]

As to Owner:

Denise Gretz, Area Vice President  
Waste Management  
48797 Alpha Drive  
Wixom, Michigan 48393

*[Remainder of page left intentionally blank]*



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

IT IS SO AGREED:

WASTE MANGEMENT OF OHIO, INC.

Denise Gretz  
Signature of Owner

Denise Gretz, Area Vice President  
Printed Name and Title

State of Michigan,  
County of Oakland, ss:

Before me, a notary public, in and for said county and state, personally appeared Denise Gretz, a duly authorized representative of the Owner, 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 9th day of October, 2018.

Joellen Lee King  
Notary Public

JOELLEN LEE KING  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires 11-30-2021  
Acting in the County of Oakland

SC HOLDINGS, INC.

Denise Gretz  
Signature of Owner

Denise Gretz, Area Vice President  
Printed Name and Title

State of Michigan )  
County of Oakland ) ss:

Before me, a notary public, in and for said county and state, personally appeared Denise Gretz, a duly authorized representative of the Owner, 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 9<sup>th</sup> day of October, 2018.

Joellen Lee King  
Notary Public

JOELLEN LEE KING  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires 11-30-2021  
Acting in the County of Oakland

OHIO ENVIRONMENTAL PROTECTION AGENCY

  
\_\_\_\_\_  
Craig W. Butler, Director

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 26<sup>th</sup> day of OCTOBER, 2018.



Charma Diane Castee  
Notary Public

CHARMA DIANE CASTEE  
NOTARY PUBLIC  
STATE OF OHIO  
MY COMMISSION EXPIRES

May 10, 2019

This instrument was prepared by:

Jeff Viola, Senior Counsel  
Waste Management  
100 Brandywine Boulevard, Suite 300  
Newton, Pennsylvania 18940

Sarah M. Miles  
Ohio EPA-Legal Office  
50 West Town Street  
Columbus, OH 43215

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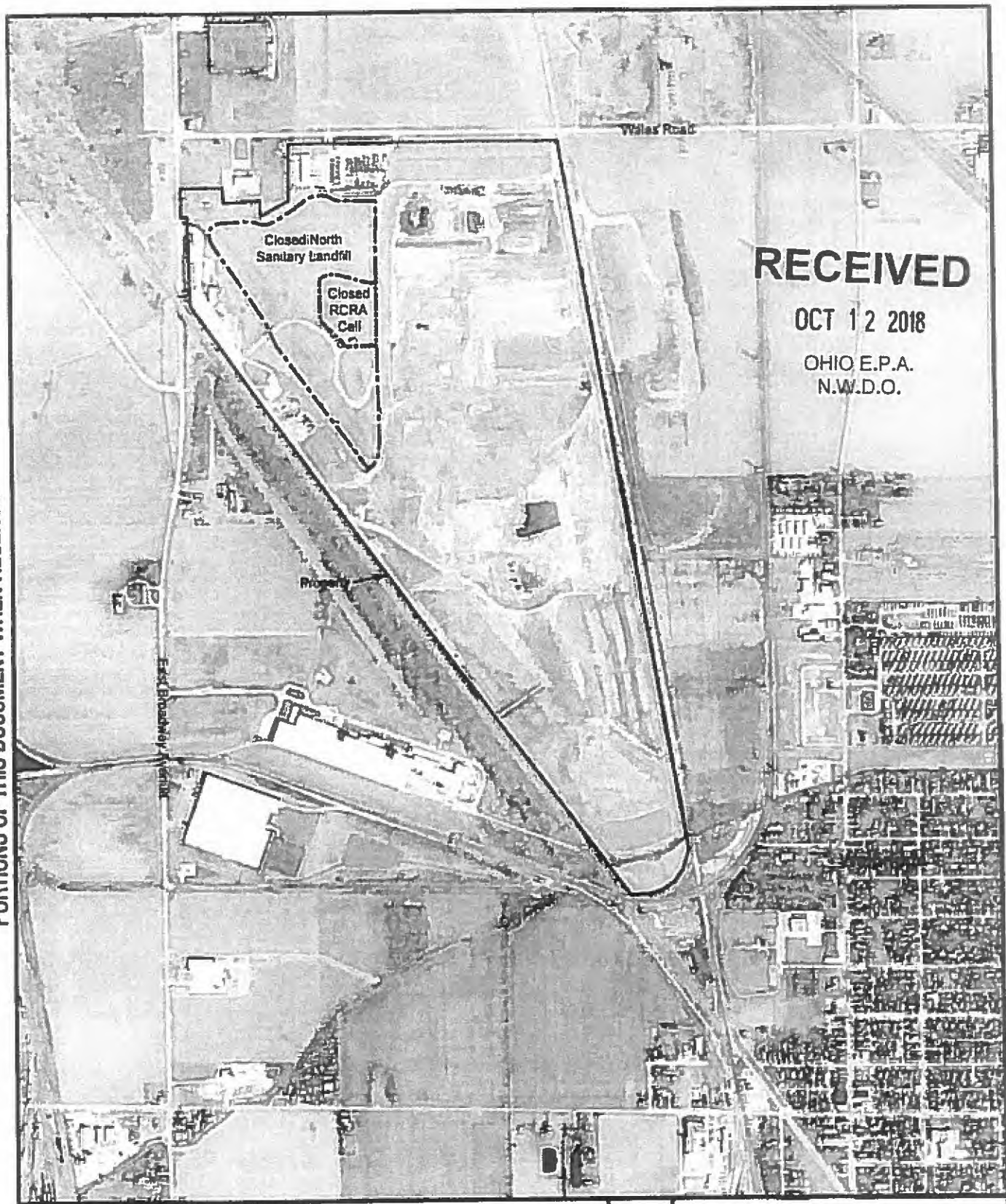
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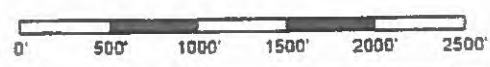
Figure 1



RECORDER'S NOTE: LEGIBILITY OF WRITING,  
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Source 2006 Imagery, Ohio Department of Administrative Services  
Boundaries are Approximate



Figure 1  
General Property Location Map,  
Northwood, Ohio

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Attachment 1

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Licensed in Ohio, Michigan, Indiana, Illinois, and Wisconsin*

October 4, 2018

## Environmental Covenant

A parcel of land being part of the South Half (1/2) of Section thirty-two (32), Town eight (8) North, Range twelve (12) East, in the City of Northwood and also being part of Section five (5), Town seven (7) North, Range twelve (12) East, in the City of Northwood and in the Village of Walbridge and also being part of Subdivision No. 1 through Subdivision No. 8, inclusive, in the Plat of the Estate of Philander Wales, as recorded in Volume 3, Page 87, Wood County Plat Records, all in Wood County, Ohio, said parcel of land being bounded and described as follows:

Commencing at the intersection of the North line of the Southwest Quarter (1/4) of said Section thirty-two (32) with the West line of said Southwest Quarter (1/4) of Section thirty-two (32), said North line of the Southwest Quarter (1/4) of Section thirty-two (32) also being the centerline of Wales Road, as it now exists, said West line of the Southwest Quarter (1/4) of Section thirty-two (32) also being the centerline of East Broadway Street, as it now exists, said point of intersection being marked with a found Mag nail;

Thence in an easterly direction along said North line of the Southwest Quarter (1/4) of Section thirty-two (32) and along said centerline of Wales Road, as it now exists, having an assumed bearing of North eighty-nine (89) degrees, forty-five (45) minutes, thirty-one (31) seconds East, a distance of eight hundred seventy-five and nine hundredths (875.09') feet to the intersection of the East line of a parcel of land currently deeded to Gerald W. and Tamara J. Ludwig and described in Official Record Volume 2645, Page 994, Wood County Deed Records, said point of intersection being marked with a set Mag nail, said point of intersection being the True Point of Beginning;

Thence continuing North eighty-nine (89) degrees, forty-five (45) minutes, thirty-one (31) seconds East along said North line of the Southwest Quarter (1/4) of Section thirty-two (32) and along said centerline of Wales Road, as it now exists, a distance of one thousand seven hundred seventy-four and thirty-five hundredths (1,774.35') feet to the North Quarter (1/4) corner of said Section thirty-two (32), said point being marked with a found railroad spike;

Thence North eighty-nine (89) degrees, fifty (50) minutes, twenty-seven (27) seconds East along the North line of the Southeast Quarter (1/4) of said Section thirty-two (32) and along said centerline of Wales Road, as it now exists, a distance of three hundred three and sixty hundredths (303.60') feet to the intersection of the westerly line of the Chesapeake & Ohio Railway Company, said point of intersection being marked with a set Mag nail;



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The following two (2) courses follow on and along said westerly line of the Chesapeake & Ohio Railway Company:

Thence South nine (09) degrees, forty-two (42) minutes, fifty-seven (57) seconds East, passing through a set capped iron rebar at a distance of seventy and ninety-nine hundredths (70.99') feet, a total distance of five thousand six hundred thirty-eight and eighty-four hundredths (5,638.84') feet to a point on a curve, said point on a curve being marked with a set capped iron rebar;

Thence in a southerly to westerly direction along an arc of curve to the right, an arc distance of six hundred thirty-seven and fifty-three hundredths (637.53') feet to the intersection of the northerly line of the Toledo Terminal Railroad, said point of intersection being a point of compound curve, said point of intersection being marked with a set capped iron rebar, said arc of curve to the right having a radius of three hundred seventy-six and ten hundredths (376.10') feet, a central angle of ninety-seven (97) degrees, seven (07) minutes, twenty-three (23) seconds, a chord distance of five hundred sixty-three and ninety hundredths (563.90') feet and a chord bearing of South forty-nine (49) degrees, three (03) minutes, twenty-four (24) seconds West;

Thence in a westerly to northwesterly direction along an arc of curve to the right along said northerly line of the Toledo Terminal Railroad, an arc distance of twenty-six and ninety-six hundredths (26.96') feet to the intersection of the northeasterly line of the New York Central Lines, LLC Railroad, said point of intersection being marked with a set capped iron rebar, said arc of curve to the right having a radius of nine hundred twenty-nine and thirty-seven hundredths (929.37') feet, a central angle of one (01) degree, thirty-nine (39) minutes, forty-four (44) seconds, a chord distance of twenty-six and ninety-six hundredths (26.96') feet and a chord bearing of North eighty-two (82) degrees, thirteen (13) minutes, fifty-eight (58) seconds West;

Thence North thirty-six (36) degrees, seven (07) minutes, eighteen (18) seconds West along said northeasterly line of the New York Central Lines, LLC Railroad, passing through a set capped iron rebar at a distance of five thousand seven hundred thirty-eight and sixty-eight hundredths (5,738.68') feet, a total distance of five thousand eight hundred forty-one and twenty-six hundredths (5,841.26') feet to the intersection of said West line of the Southwest Quarter (1/4) of Section thirty-two (32) and said centerline of East Broadway Street, as it now exists, said point of intersection being marked with a set Mag nail;

Thence North zero (00) degrees, twenty-four (24) minutes, thirty-six (36) seconds West along said West line of the Southwest Quarter (1/4) of Section thirty-two (32) and along said centerline of East Broadway Street, as it now exists, a distance of seven hundred eighty and thirty-five hundredths (780.35') feet to the intersection of the southerly line of a parcel of land currently deeded to GM Ohio Real Estate Holdings, LLC and described in Official Record Volume 3601.





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Page 632, Wood County Deed Records, said point of intersection being marked with a set Mag nail;

The following three (3) courses follow on and along said southerly line of of a parcel of land currently deeded to GM Ohio Real Estate Holdings, LLC and described in Official Record Volume 3601, Page 632, Wood County Deed Records:

Thence North eighty-nine (89) degrees, forty-five (45) minutes, thirty (30) seconds East, a distance of three hundred twenty-eight and thirty-four hundredths (328.34') feet to a point, said point being referenced by a found capped iron pin stamped "CODER 7962" which is located zero and sixteen hundredths (0.16') feet South and zero and eight hundredths (0.08') feet East;

Thence South zero (00) degrees, twelve (12) minutes, nine (09) seconds East, a distance of one hundred eleven and twenty-two hundredths (111.22') feet to a point, said point being referenced by a found capped iron pin stamped "CODER 7962" which is located zero and fourteen hundredths (0.14') feet South and Zero and twelve hundredths (0.12') feet East;

Thence North eighty-seven (87) degrees, forty-nine (49) minutes, zero (00) seconds East, a distance of three hundred twenty-five and thirty-eight hundredths (325.38') feet to the intersection of the West line of said parcel of land currently deeded to Gerald W. and Tamara J. Ludwig and described in Official Record Volume 2645, Page 994, Wood County Deed Records, said point of intersection being referenced by a found capped iron pin with unreadable stamp which is zero and seventeen hundredths (0.17') feet South and zero and seventeen hundredths (0.17') feet West;

Thence South zero (00) degrees, fourteen (14) minutes, twenty-nine (29) seconds East along said West line of a parcel of land currently deeded to Gerald W. and Tamara J. Ludwig and described in Official Record Volume 2645, Page 994, Wood County Deed Records, a distance of one hundred nine and sixty-six hundredths (109.66') feet to the intersection of the southerly line of said parcel of land currently deeded to Gerald W. and Tamara J. Ludwig and described in Official Record Volume 2645, Page 994, Wood County Deed Records, said point of intersection being marked with a set capped iron rebar;

The following two (2) courses follow on and along said southerly line of a parcel of land currently deeded to Gerald W. and Tamara J. Ludwig and described in Official Record Volume 2645, Page 994, Wood County Deed Records:

Thence North eighty-nine (89) degrees, forty-five (45) minutes, thirty-one (31) seconds East, a distance of sixteen and forty-two hundredths (16.42') feet to a point, said point being marked



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with a set capped iron rebar;

Thence North sixty-three (63) degrees, thirty-eight (38) minutes, forty-one (41) seconds East, a distance of two hundred twenty-seven and nineteen hundredths (227.19') feet to the intersection of said East line of a parcel of land currently deeded to Gerald W. and Tamara J. Ludwig and described in Official Record Volume 2645, Page 994, Wood County Deed Records, said point of intersection being marked with a set capped iron rebar;

Thence North zero (00) degrees, fourteen (14) minutes, twenty-nine (29) seconds West along said East line of a parcel of land currently deeded to Gerald W. and Tamara J. Ludwig and described in Official Record Volume 2645, Page 994, Wood County Deed Records, passing through a set capped iron rebar at a distance of four hundred fifty-three and zero hundredths (453.00') feet, a total distance of five hundred twenty-three and zero hundredths (523.00') feet to the True Point of Beginning.

Said parcel of land containing an area of 11,840,585 square feet or 271.822 acres of land, more or less.

The above described parcel of land is subject to any and all leases, easements and restrictions of record.

Said parcel of land having a present road occupied area of 184,968 square feet or 4.246 acres of land.

Said set capped iron rebar being a 5/8" diameter and 30" long iron rebar with plastic cap stamped "PS 7432".

The bearings used hereon are based on an assumed meridian and are for the express purpose of calculating angular measurement.

The above description is based on a field survey performed under my supervision during September, 2018.

Prior deed reference is Volume 565, Page 582, Volume 491, Page 336, Volume 576, Page 671, Volume 651, Page 174, Volume 591, Page 50, Volume 573, Page 149, Volume 502, Page 465, Volume 572, Page 514, Volume 572, Page 630, Volume 572, Page 632, Volume 576, Page 672, Volume 573, Page 7, all in Wood County Deed Records.



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Prepared by:  
Garcia Surveyors, Inc.

Duane E. Heck, P.S.  
Registered Surveyor No. 7432

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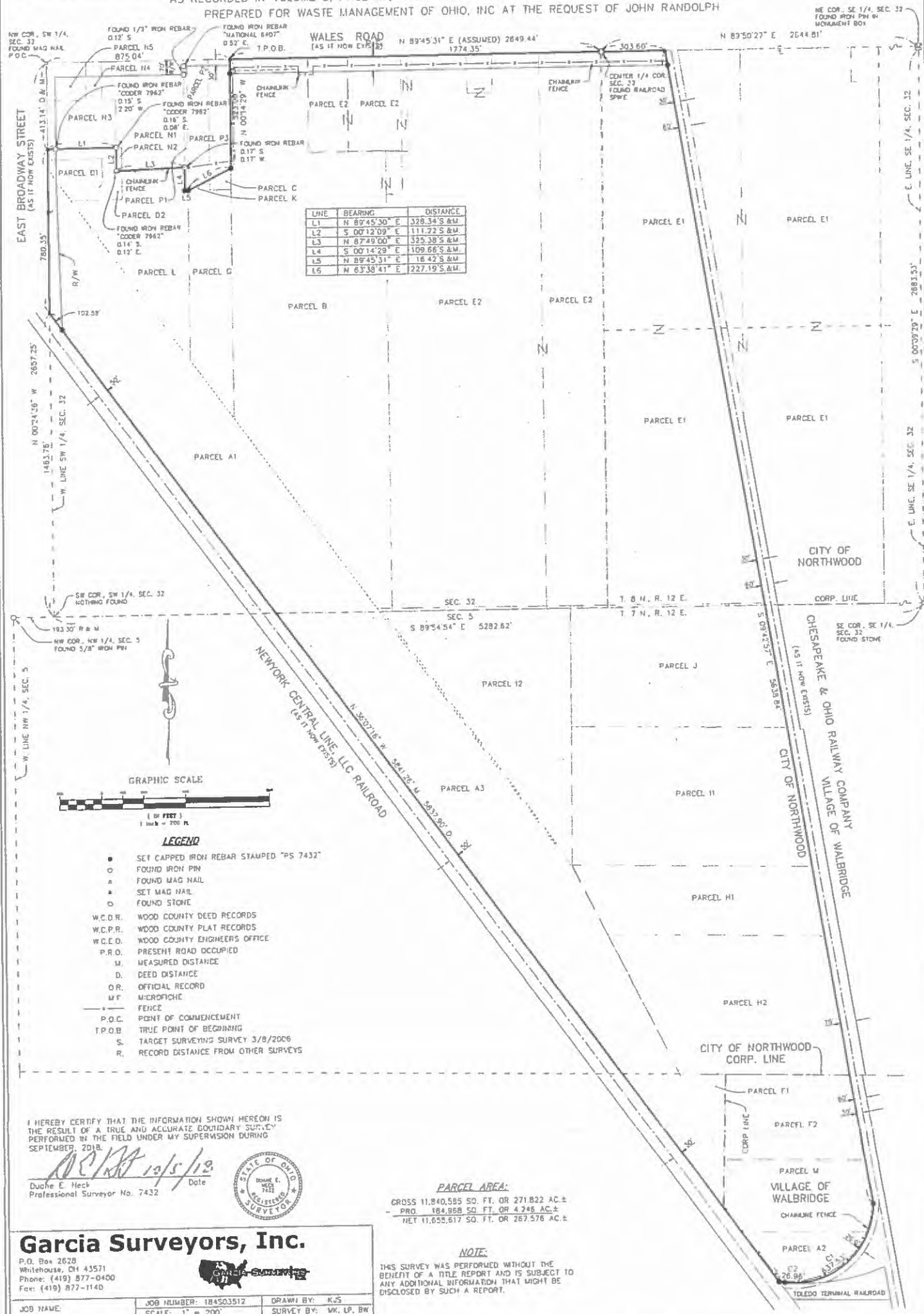
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BOUNDARY SURVEY

PART OF THE SOUTH HALF (1/2) OF SECTION THIRTY-TWO (32), TOWN EIGHT (8) NORTH, RANGE TWELVE (12) EAST, IN THE CITY OF NORTHWOOD AND ALSO BEING PART OF SECTION FIVE (5), TOWN SEVEN (7) NORTH, RANGE TWELVE (12) EAST IN THE CITY OF NORTHWOOD AND IN THE VILLAGE OF WALBRIDGE AND ALSO BEING PART OF SUBDIVISION NO. 1 THROUGH SUBDIVISION NO. 8, INCLUSIVE, IN THE PLAT OF THE ESTATE OF PHILANDER WALES, AS RECORDED IN VOLUME 3, PAGE 87, WOOD COUNTY PLAT RECORDS, ALL IN WOOD COUNTY, OHIO  
PREPARED FOR WASTE MANAGEMENT OF OHIO, INC AT THE REQUEST OF JOHN RANDOLPH



LINE	BEARING	DISTANCE
L1	N 89°45'30" E	328.34'S & M
L2	S 00°12'00" E	111.22'S & M
L3	N 87°49'00" E	325.38'S & M
L4	S 00°14'29" E	109.66'S & M
L5	N 89°45'31" E	16.42'S & M
L6	N 63°38'41" E	227.19'S & M

GRAPHIC SCALE

LEGEND

- SET CAPPED IRON REBAR STAMPED "PS 7432"
- FOUND IRON PIN
- ▲ FOUND MAG NAIL
- ▲ SET MAG NAIL
- FOUND STONE
- W.C.D.R. WOOD COUNTY DEED RECORDS
- W.C.P.R. WOOD COUNTY PLAT RECORDS
- W.C.E.O. WOOD COUNTY ENGINEERS OFFICE
- P.R.O. PRESENT ROAD OCCUPIED
- M. MEASURED DISTANCE
- D. DEED DISTANCE
- O.R. OFFICIAL RECORD
- M.F. MICROFICHE
- FENCE
- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING
- S. TARGET SURVEYING SURVEY 3/8/2006
- R. RECORD DISTANCE FROM OTHER SURVEYS

I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS THE RESULT OF A TRUE AND ACCURATE BOUNDARY SURVEY PERFORMED BY THE FIELD UNDER MY SUPERVISION DURING SEPTEMBER, 2018.

*[Signature]* 10/5/18  
Duane E. Heck  
Professional Surveyor No. 7432



PARCEL AREA:  
GROSS 11,840,595 SQ. FT. OR 271.822 AC.±  
PRO. 184,988 SQ. FT. OR 4.246 AC.±  
NET 11,655,617 SQ. FT. OR 267.576 AC.±

NOTE:

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY ADDITIONAL INFORMATION THAT MIGHT BE DISCLOSED BY SUCH A REPORT.

BASIS OF BEARING NOTE:

THE BEARINGS USED HEREON ARE BASED ON AN ASSUMED MERIDIAN AND ARE FOR THE EXPRESS PURPOSE OF CALCULATING ANGULAR MEASUREMENT

CURVE	RADIUS	ARC DISTANCE	CHORD DISTANCE	CHORD BEARING	CENTRAL ANGLE
C1	376.10	637.53	563.90	S 49°03'24" W	87°07'33"
C2	829.37	26.95	26.95	N 87°13'58" W	1°59'44"

Garcia Surveyors, Inc.

P.O. Box 2628  
Whitehouse, OH 43571  
Phone: (419) 877-0400  
Fax: (419) 877-1140

JOB NAME: EVERGREEN LANDFILL	JOB NUMBER: 184503512	DRAWN BY: KJS
CLIENT NAME: WASTE MANAGEMENT	SCALE: 1" = 200'	SURVEY BY: MK, LP, BW
DESCRIPTION: BOUNDARY SURVEY	DATE: 10/05/2018	CHECKED BY: DEM
	DUPS TICKET NUMBER:	
	DRAWING NAME: 184-03512F000A1	SHEET 1 of 2

RECORDER'S NOTE: LEGIBILITY OF WRITING,  
TYPING OR PRINTING UNSATISFACTORY IN  
PORTIONS OF THIS DOCUMENT WHEN RECEIVED



# BOUNDARY SURVEY

PART OF THE SOUTH HALF (1/2) OF SECTION THIRTY-TWO (32), TOWN EIGHT (8) NORTH, RANGE TWELVE (12) EAST, IN THE CITY OF NORTHWOOD AND ALSO BEING PART OF SECTION FIVE (5), TOWN SEVEN (7) NORTH, RANGE TWELVE (12) EAST IN THE CITY OF NORTHWOOD AND IN THE VILLAGE OF WALBRIDGE AND ALSO BEING PART OF SUBDIVISION NO. 1 THROUGH SUBDIVISION NO. 8, INCLUSIVE, IN THE PLAT OF ESTATE OF PHILANDER WALES, AS RECORDED IN VOLUME 3, PAGE 87, WOOD COUNTY PLAT RECORDS, ALL IN WOOD COUNTY, OHIO  
PREPARED FOR WASTE MANAGEMENT OF OHIO, INC. AT THE REQUEST OF JOHN RANDOLPH

## OWNERS

PARCEL A1 - A3  
OHIO WASTE SYSTEMS INC.  
M50-812-320000028000  
H31-712-050401014000  
M82-712-050000027000  
VOLUME 565, PAGE 582

PARCEL B  
WASTE MANAGEMENT OF OHIO INC.  
M50-812-320000038000  
VOLUME 491, PAGE 338

PARCEL C  
OHIO WASTE SYSTEMS INC.  
M50-812-320000033000  
VOLUME 576, PAGE 671

PARCEL D1 - D2  
WASTE MANAGEMENT OF OHIO INC.  
M50-812-320000025000  
M50-812-320000024001  
VOLUME 651, PAGE 174

PARCEL E1 - E2  
OHIO WASTE SYSTEMS INC.  
M50-812-320000038000  
M50-812-320000037000  
VOLUME 591, PAGE 50

PARCEL F1 - F2  
OHIO WASTE SYSTEMS INC.  
M82-712-050000033000  
H31-712-050401011000  
VOLUME 573, PAGE 149

PARCEL G  
OHIO WASTE SYSTEMS INC.  
M50-812-320000035000  
VOLUME 502, PAGE 465

PARCEL H1 - H2  
OHIO WASTE SYSTEMS INC.  
M82-712-050000031000  
M82-712-050000032000  
VOLUME 572, PAGE 514

PARCEL I1 - I2  
OHIO WASTE SYSTEMS INC.  
M82-712-050000030000  
M82-712-050000028000  
VOLUME 572, PAGE 630

PARCEL J  
OHIO WASTE SYSTEMS INC.  
M82-712-050000029000  
VOLUME 572, PAGE 632

PARCEL K  
OHIO WASTE SYSTEMS INC.  
M50-812-320000034000  
VOLUME 576, PAGE 672

PARCEL L  
OHIO WASTE SYSTEMS INC.  
M50-812-320000027000  
VOLUME 502 AND PAGE 465

PARCEL M  
OHIO WASTE MANAGEMENT SYSTEMS INC.  
H31-712-050401012000  
VOLUME 573, PAGE 07

PARCEL H3 - H5  
GM OHIO REAL ESTATE HOLDINGS LLC  
M50-812-320000027003  
M50-812-320000027002  
M50-812-320000024000  
M50-812-320000026000  
M50-812-320000023000  
OFFICIAL RECORD VOLUME 3601, PAGE 632

PARCEL P1-P3  
GERALD W. & TAMARA J. LUDWIG  
M50-812-320000030000  
OFFICIAL RECORD VOLUME 2845 PAGE 994

## DEED REFERENCES:

VOLUME 565, PAGE 582,  
WOOD COUNTY DEED RECORDS

VOLUME 491, PAGE 338,  
WOOD COUNTY DEED RECORDS

VOLUME 491, PAGE 735,  
WOOD COUNTY DEED RECORDS

VOLUME 576, PAGE 671,  
WOOD COUNTY DEED RECORDS

VOLUME 353, PAGE 400,  
WOOD COUNTY DEED RECORDS

VOLUME 651, PAGE 174,  
WOOD COUNTY DEED RECORDS

VOLUME 591, PAGE 50,  
WOOD COUNTY DEED RECORDS

VOLUME 573, PAGE 149,  
WOOD COUNTY DEED RECORDS

VOLUME 502, PAGE 465,  
WOOD COUNTY DEED RECORDS

VOLUME 572, PAGE 514,  
WOOD COUNTY DEED RECORDS

VOLUME 572, PAGE 630,  
WOOD COUNTY DEED RECORDS

VOLUME 572, PAGE 632,  
WOOD COUNTY DEED RECORDS

VOLUME 576, PAGE 672,  
WOOD COUNTY DEED RECORDS

OFFICIAL RECORD VOLUME 2639, PAGE 455,  
WOOD COUNTY DEED RECORDS

VOLUME 573, PAGE 7,  
WOOD COUNTY DEED RECORDS

OFFICIAL RECORD VOLUME 3821, PAGE 632,  
WOOD COUNTY DEED RECORDS

OFFICIAL RECORD VOLUME 3601, PAGE 632,  
WOOD COUNTY DEED RECORDS

VOLUME 502, PAGE 465,  
WOOD COUNTY DEED RECORDS

VOLUME 631, PAGE 105,  
WOOD COUNTY DEED RECORDS

OFFICIAL RECORD VOLUME 2645, PAGE 994,  
WOOD COUNTY DEED RECORDS

OFFICIAL RECORD VOLUME 2639, PAGE 455,  
WOOD COUNTY DEED RECORDS

VOLUME 284, PAGE 31,  
WOOD COUNTY DEED RECORDS

OFFICIAL RECORD VOLUME 2639, PAGE 451,  
WOOD COUNTY DEED RECORDS

## SURVEY REFERENCES:

POGGEWEYER DESIGN GROUP INC.  
DATED FEBRUARY 2001  
SURVEY NO. 9901-701 W.C.E.D.

POGGEWEYER DESIGN GROUP INC.  
DATED AUGUST 16, 2005  
SURVEY NO. 9902-305 W.C.E.D.

POGGEWEYER DESIGN GROUP INC.  
DATED JUNE 1979  
SURVEY NO. 79152-S B79 W.C.E.D.

PROUDFOOT ASSOCIATES  
DATED JUNE 6, 2004  
SURVEY NO. 33147P M-3-01 W.C.E.D.

J.L.C. HENRY  
DATED DECEMBER 1946  
SURVEY NO. HA

J.L.C. HENRY  
DATED MARCH 8TH 1947  
SURVEY NO. HA

PORTER W. McDONNELL AND ASSOCIATES, LLC.  
DATED DECEMBER 23, 1988 REVISED FEBRUARY 27, 1989  
SURVEY NO. 68209 M-68-25 W.C.E.D.

G.M. BARTON SURVEY CO.  
DATED APRIL 2, 1985  
SURVEY NO. 1455-79 W.C.E.D.

G.M. BARTON SURVEY CO.  
DATED FEBRUARY 1986  
SURVEY NO. 1278-84

J.L.C. HENRY  
DATED MAY 1944  
SURVEY NO. HA

NATIONAL SURVEY SERVICE  
DATED MAY 28, 1981  
SURVEY NO. 74099

POGGEWEYER DESIGN GROUP INC.  
DATED MARCH 13, 2001  
SURVEY NO. 9901-761

PETERMAN ASSOCIATES INC.  
DATED APRIL 11, 2001  
SURVEY NO. C1-0487

J.C. ANDRUS & ASSOCIATES, INC.  
DATED SEPTEMBER 4, 1981  
SURVEY NO. B15-3890-01

J.L.C. HENRY  
DATED MAY 1944  
SURVEY NO. HA

J.L.C. HENRY  
DATED MARCH 1949  
SURVEY NO. HA

G.M. BARTON SURVEY CO.  
DATED APRIL 1985  
SURVEY NO. 1455-79

POGGEWEYER DESIGN GROUP, INC.  
DATED JANUARY 9, 2002  
SURVEY NO. 9901-709

J.L.C. HENRY  
DATED APRIL 1943  
SURVEY NO. HA

POGGEWEYER DESIGN GROUP, INC.  
DATED SEPTEMBER 1976  
SURVEY NO. 76160-S

POGGEWEYER DESIGN GROUP, INC.  
DATED JANUARY 31, 1977  
SURVEY NO. 7466

TARGET SURVEYING CONSULTING  
DATED SEPTEMBER 5, 2005 REVISED MARCH 8, 2006  
SURVEY NO. HA

G.M. BARTON SURVEY  
DATED MAY 1980  
SURVEY NO. 228-80

WITHMAN & ASSOCIATES  
DATED MARCH 1971  
SURVEY NO. HA

NATIONAL SURVEY SERVICE  
DATED NOVEMBER 22, 2000  
SURVEY NO. 90630-00

STATE OF OHIO RAIL ROAD PLANS  
DATED OCTOBER 11 1937  
SURVEY NO. D-43

CHARLES P. UINTERREWER  
DATED FEBRUARY 11, 2009  
SURVEY NO. 78817

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## Garcia Surveyors, Inc.

P.O. Box 2628  
Whitehouse, OH 43571  
Phone: (419) 877-0400  
Fax: (419) 877-1140



JOB NAME	JOB NUMBER: 184503512	DRAWN BY: KJS
EVERGREEN LANDFILL	SCALE: 1" = 200'	SURVEY BY: MK,LP,BW
	DATE: 10/05/2018	CHECKED BY: DEH
CLIENT NAME	CUPS TICKET NUMBER	
WASTE MANAGEMENT	-----	
DESCRIPTION:	DRAWING NAME	
BOUNDARY SURVEY	184-03512F000A1	
		SHEET
		2 of 2