

**STEEL PRODUCTS**  
Your Power Link Between Ideas & Reality

1699 Commerce Drive  
Stow, Ohio 44224  
330 · 688 · 6633  
FAX 330 · 688 · 0535

SPECIALIZED  
MACHINE  
MANUFACTURING

CAD-CAM

CNC MACHINING

PLATE  
FABRICATING

MIL-SPEC  
MANUFACTURING

MACHINE  
ASSEMBLY

CMM  
INSPECTION

QUALITY  
ASSURANCE  
MANAGEMENT

PROJECT  
MANAGEMENT

July 26, 2006

Ms. Pam Allen  
Ohio Environmental Protection Agency  
Lazarus Government Center  
Division of Hazardous Waste Management  
P. O. Box 1049  
Columbus, Ohio 43216-1049

Re: Environmental Covenant  
1699 Commerce Drive, Stow, Summit County, Ohio

Dear Ms. Allen:

Pursuant to Paragraph 10 of the above-referenced Environmental Covenant ("Covenant") entered into by Steel Products Corporation of Akron ("Steel Products") and the Ohio Environmental Protection Agency ("Ohio EPA"), Steel Products hereby certifies that the Covenant has been filed with the Summit County Recorder in the same manner as a deed to the property.

Enclosed is a file and date-stamped copy of the recorded Covenant, which is being provided to Ohio EPA as required by Paragraphs 10 and 17 of the Covenant.

If you have any questions regarding this letter or the enclosed, please contact me. Thank you for your attention to this matter.

Sincerely,

William E. Welsh  
President  
Steel Products Corporation of Akron

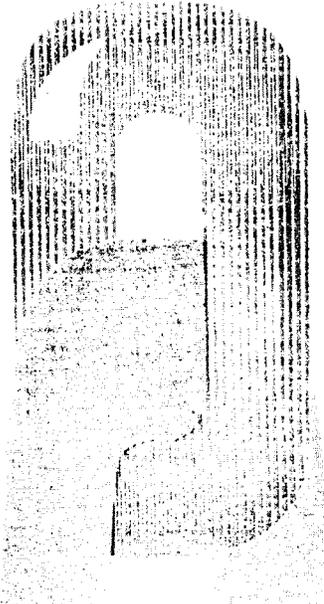
Enclosures

cc: Terry Finn, Esq.  
Elissa B. Miller, Esq., Ohio EPA

RECEIVED  
OHIO EPA

JUL 28 2006

DIV. OF HAZARDOUS  
WASTE MGT



Roetzzel B Address Box

RECEIVED  
OHIO EPA

JUL 28 2006

DIV. OF HAZARDOUS  
WASTE MGT.

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OHIO E.P.A.

JUL -6 2006

To be recorded with Deed  
Records - ORC§ 317.08

ENTERED DIRECTOR'S JOURNAL

**ENVIRONMENTAL COVENANT**

This Environmental Covenant is entered into by Steel Products Corporation of Akron, successor by merger to The Blann Company ("Owner") and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§5301.80 to 5301.92 for the purpose of subjecting the Property to the activity and use limitations set forth herein.

Whereas, Owner is the owner of certain real property located at 1699 Commerce Drive, Stow, Summit County, Ohio, which is described in paragraph 2, herein (referred to herein as the "Property"); and

Whereas, as a result of past steel machining and related operations at the Property, certain contaminants were stored and have been released at certain portions on the Property. These contaminants include, but are not limited to, waste oil and coolants containing 1,1,1 - Trichloroethane (TCA), spent TCA, and waste paint thinner. Potential pathways of exposure from the contaminants located within these portions of the Property include direct contact with groundwater; and

Whereas, as a result of the contaminants identified above, Owner was required to submit to Ohio EPA a closure plan for portions of the Property and to implement the approved plan; and

Whereas, Steel Products submitted a closure plan to Ohio EPA, and subsequently submitted an amended closure plan, which was approved on April 5, 2006 (the "Closure Plan"); and

Whereas, Owner is implementing the approved Closure Plan on the Property in accordance with Ohio EPA's hazardous waste requirements contained in ORC Chapter 3734 and the Ohio Administrative Code rules adopted thereunder. As part of the closure of the Property and in order to meet Ohio EPA's hazardous waste facility closure standards, Owner has agreed to place certain restrictions on the future use of portions of the Property, as described herein; and

Whereas, the Administrative Record of the closure is maintained as the file titled "Steel Products Corp., OHD 004 156 055, Summit County, HW" in the Ohio EPA Northeast District Office, 2110 East Aurora Road, Twinsburg, Ohio 44087; and

Whereas, the implementation of appropriate use restrictions that restrict land and ground water use on the Property is required to protect human health and the environment, based upon a human health risk assessment performed for the hazardous waste management unit addressed in the Closure Plan.

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



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John A Donofrio, Summit Fiscal Officer

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to ORC §§5301.80 to 5301.92.

2. Property. This Environmental Covenant concerns real property Parcel Nos. 5600710, 5600711, and 5600714 owned by Steel Products Corporation of Akron, successor by merger to The Blann Company, located at 1699 Commerce Drive, Stow, Summit County, Ohio, and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein ("Property").

3. Owner. Steel Products Corporation of Akron ("Owner") is the owner of the Property as the successor by merger to The Blann Company. Owner is located at 1699 Commerce Drive, Stow, Summit County, Ohio. The certificate of merger was filed with the Ohio Secretary of State on June 28, 2000. A copy of the certificate of merger is attached hereto as Exhibit B and incorporated herein.

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

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

- A. The Property shall not be used for residential activities, but may be used for industrial activities. The term "residential activities" shall include, but not be limited to, the following:
  - (i) Single and multi-family dwelling and rental units;
  - (ii) Day care centers and preschools;
  - (iii) Hotels and motels;
  - (iv) Educational (except as part of industrial activities within the Property) and religious facilities;
  - (v) Restaurants and other food and beverage services (except as a part of industrial activities within the Property);
  - (vi) Entertainment and recreational facilities (except as part of industrial activities within the Property);
  - (vii) Hospitals and other extended care medical facilities; and
  - (viii) Transient or other residential facilities.

The term "industrial activities" shall include manufacturing operations, processing operations, office use, driveway and parking use, and uses consistent with the foregoing uses.

B. Ground water located within or upon the Property shall not be used except for investigation, monitoring or remediation purposes.

C. Ohio EPA shall be provided with notice at least five (5) days prior to any construction or excavation activity that occurs within or upon the Property



at a depth of three (3) feet or deeper below ground surface. Prior to conducting any such activity at the Property, a site-specific health and safety plan shall be prepared by a qualified environmental professional, which plan shall be implemented during the construction or excavation activity.

- D. In the event that any activity by the holder of an encumbrance on the Property, identified in paragraph 12 below, constitutes a violation of these activity and use restrictions, Owner or Transferee shall notify Ohio EPA within thirty (30) days of becoming aware of the event, and shall remedy the breach of the covenant within sixty (60) days of becoming aware of the event, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC §5301.85, subject to amendment or termination as set forth herein. The term "Transferee," as used in this Environmental Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

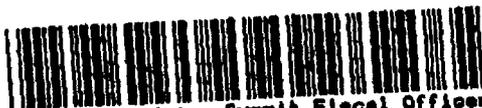
This Environmental Covenant is intended to run with the Property so as to bind the Owner, its successors and assigns, and all future owners and any subsequent Transferee of the Property in perpetuity. For the purpose of this Environmental Covenant, "Owner" shall be deemed to mean the fee owner of the Property (or any portion thereof but only with respect to such portion), it being intended that the fee owner at any particular time shall be responsible for compliance with this Environmental Covenant as to the portion owned by such fee owner.

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 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, its agents, contractors, and employees and to Holder(s), the right of access to the Property for implementation or enforcement of this Environmental Covenant.

9. Compliance Reporting. Owner and any Transferee shall submit to Ohio EPA and Holder(s) on an annual basis a written certification which complies with the requirements of Ohio Administrative Code rule 3745-50-42(B), (C), and (D) that the activity and use limitations remain in place and are being complied with.

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John R Donefric, Summit Fiscal Officer

10. Recordation of Environmental Covenant. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner shall record, in the office of the Summit County Recorder, this Environmental Covenant in the same manner as a deed to the Property, pursuant to ORC §5301.88. Owner shall certify to Ohio EPA that the Environmental Covenant has been filed for recording, and include with the certification a file and date-stamped copy of the Environmental Covenant.

11. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED \_\_, 200\_\_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE SUMMIT COUNTY RECORDER ON \_\_\_\_\_, 200\_\_, IN [DOCUMENT \_\_, or BOOK \_\_, PAGE \_\_\_\_]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

The Property shall not be used for residential activities, but may be used for industrial activities. The term "residential activities" shall include, but not be limited to, the following:

- (a) Single and multi-family dwelling and rental units;
- (b) Day care centers and preschools;
- (c) Hotels and motels;
- (d) Educational (except as part of industrial activities within the Property) and religious facilities;
- (e) Restaurants and other food and beverage services (except as a part of industrial activities within the Property);
- (f) Entertainment and recreational facilities (except as part of industrial activities within the Property);
- (g) Hospitals and other extended care medical facilities; and
- (h) Transient or other residential facilities.

The term "industrial activities" shall include manufacturing operations, processing operations, office use, driveway and parking use, and uses consistent with the foregoing uses.

Ground water located within or upon the Property shall not be used except for investigation, monitoring or remediation purposes.

Ohio EPA shall be provided with notice at least five (5) days prior to any construction or excavation activity that occurs within or upon the Property



at a depth of three (3) feet or deeper below ground surface. Prior to conducting any such activity at the Property, a site-specific health and safety plan shall be prepared by a qualified environmental professional, which plan shall be implemented during the construction or excavation activity.

In the event that any activity by the holder of an encumbrance on the Property, identified in paragraph 12 below, constitutes a violation of these activity and use restrictions, Owner or Transferee shall notify Ohio EPA within thirty (30) days of becoming aware of the event, and shall remedy the breach of the covenant within sixty (60) days of becoming aware of the event, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA.

Owner or any subsequent Transferee shall notify Ohio EPA within ten (10) days after each conveyance of an interest in any portion of the Property. Owner's or Transferee's notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, a legal description of the Property being transferred, a survey map of the Property being transferred, and the closing date of the transfer of ownership of the Property.

12. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

- A. that the Owner is the sole owner of the Property;
- B. that the Owner holds fee simple title to the Property which is subject to the interests or encumbrances listed and described in Exhibit C attached hereto, which is fully incorporated by reference herein;
- C. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- D. that the Owner has identified all other persons, identified in Exhibit C, described above, that hold any interest (e.g. encumbrance) in the Property and notified such persons of the Owner's intention to enter into this Environmental Covenant; and
- E. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected.
- F. to the extent that any other interests in or encumbrances on the Property conflict with the activity and use limitations set forth in this Environmental Covenant, the persons who own such interests or hold such encumbrances have agreed to subordinate such



interests or encumbrances to the Environmental Covenant, pursuant to ORC §5301.86, and the Waiver of Priority of Mortgage attached hereto as Exhibit C and incorporated by reference.

13. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent of all of the following: the Owner or a Transferee, the Holder, and the Ohio EPA, pursuant to ORC §5301.90 and other applicable law. Amendment means any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. Termination means the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA and the Owner or Transferee and the Holder of the Property or portion thereof, as applicable. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or Transferee shall file such instrument for recording with the Summit County Recorder's Office, and shall provide a true file and date-stamped copy of the recorded instrument to Ohio EPA.

14. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

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

16. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Summit County Recorder.

17. Distribution of Environmental Covenant. The Owner shall distribute copies of the recorded Environmental Covenant to: Ohio EPA, any lessee, each person who signed the Environmental Covenant, each person holding a recorded interest in the Property, each unit of local government in which the Property is located, and any other person designated by Ohio EPA.

18. Notice. Any document or communication required by this Environmental Covenant shall be submitted to:

As to the Ohio EPA:

Ohio Environmental Protection Agency  
Lazarus Government Center  
Division of Hazardous Waste Management  
P.O. Box 1049  
Columbus, Ohio 43216-1049





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and

Ohio Environmental Protection Agency  
Northeast District Office  
Division of Hazardous Waste Management  
2110 East Aurora Road  
Twinsburg, Ohio 44087  
Attn: DHWM Manager

As to the Owner & Holder:

Lewis W. Nelson, or his Successor  
Vice President of Operations  
Steel Products Corporation of Akron

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

IT IS SO AGREED:

STEEL PRODUCTS CORPORATION OF AKRON

*William H MacCracken*  
Signature of Owner

WILLIAM H MAC CRACKEN CHAIRMAN June 5 2006  
Printed Name and Title Date

State of OHIO )  
County of Summit )

ss:

Before me, a notary public, in and for said county and state, personally appeared William H MacCracken, a duly authorized representative of Steel Products Corporation of Akron, who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of Steel Products Corporation of Akron.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 5<sup>th</sup> day of June, 2006.

*Becky Burris*  
Notary Public



Becky Burris  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires: 01/28/11

OHIO ENVIRONMENTAL PROTECTION AGENCY

*Joseph P. Koncelik*  
Joseph P. Koncelik, Director

6/28/06  
Date

State of Ohio )  
County of Franklin )      ss:

Before me, a notary public, in and for said county and state, personally appeared JOSEPH P. KONCELIK, 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 28<sup>th</sup> day of JUNE, 2006.

*Charma Diane Casteel*  
*Charma Diane Casteel*  
Notary Public  
*exp. 5-10-2009*

This instrument prepared by:

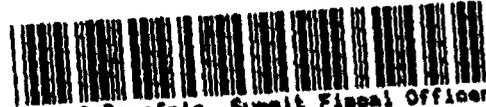
Terrence S. Finn, Esq.  
Roetzel & Andress LPA  
222 S. Main Street, Suite 400  
Akron, Ohio 44308



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John A Donofrio, Summit Fiscal Officer

**Exhibit A**  
**Environmental Covenant Property Description**

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John A Donofrio, Summit Fiscal Officer

**EXHIBIT A**

**Parcel 5600710**

Situated in the City of Stow, County of Summit, State of Ohio, and known as being part of Lot 75 in Original Stow Township, and further described as follows:

Beginning at a point in the Northerly Line of Commerce Drive South 89° 48' 48" West, 1285.50 feet from the intersection of said Northerly Line extended with the East Line of said Lot 75 and the centerline of Darrow Road; Thence continuing South 89° 48' 48" West along said North Line of Commerce Drive 120.00 feet; Thence North 00° 11' 12" West, 428.64 feet; Thence North 89° 57' 41" East, 120.00 feet along the Grantor's North Line; Thence South 00° 11' 12" East, 428.33 feet to the beginning; and containing 1.181 acres of land, be the same more or less, but subject to all legal highways and easements of record.

**Parcel 5600711**

Situated in the City of Stow, County of Summit, State of Ohio, and known as being part of original Stow Township Lot 75 and further described as follows:

Beginning at a point in the Northerly line of Commerce Drive, said point being South 89° 48' 48" West, 1405.00 feet from the intersection of said Northerly line extended Easterly with the East line of said Lot 75 and the center line of Darrow Road, State Route 91; thence, South 89° 48' 48" West, along said Northerly line of Commerce Drive, 180.00 feet to an iron pipe;

Thence, North 0° 11' 12" West, 429.10 feet to an iron pipe set in the South line of Meadowbrook Lake Allotment, unrecorded; thence North 89° 57' 41" East, along said South line of Meadowbrook Lake Allotment, unrecorded, 180.00 feet to an iron pipe;

Thence, South 0° 11' 12" East, 428.64 feet to an iron pipe and the place of beginning, and containing 1.7722 acres of land, as surveyed in August, 1977 by Charles W. Shaver, Registered Professional Surveyor No. 5257, be the same more or less, but subject to all legal highways and easements of record.

**Parcel 5600714; 5600715**

Situated in the City of Stow, County of Summit and State of Ohio:

Beginning at a point in the centerline of Darrow Road (S.R. 91) at a point where the same is intersected by the northerly line of Commerce Drive, 50' (extended); of 985.50' to a point, being the principal place of beginning of the lands herein conveyed; thence N. 00 deg. 11' 12" W, a 427.53' to a point; thence S. 89 deg. 57' 41" W, a distance of 300' to a point; thence S. 00 deg. 11' 12" E., a distance of 428.33' to a point on the north line of said Commerce Drive; thence N. 89 deg. 48' 48" E, along the north line of said Commerce Drive, a distance of 300' to the principal place of beginning, according to a survey of C.J. Messmore and Associates.



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John A Donofrio, Summit Fiscal Officer

**Exhibit B**  
**Certificate of Merger**  
**The Blann Company/Steel Products Corporation of Akron**



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John A Donofrio, Summit Fiscal Officer

**UNITED STATES OF AMERICA  
STATE OF OHIO  
OFFICE OF THE SECRETARY OF STATE**

*I, J. Kenneth Blackwell, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign corporations; that said records show the MERGER of THE BLANN COMPANY, an Ohio Corporation, Charter No. 366971, having its principal location in Stow, County of Summit, incorporated on December 18, 1967, merging into STEEL PRODUCTS CORPORATION OF AKRON, an Ohio Corporation, Charter No. 253643, was filed June 28, 2000. Said Corporation, STEEL PRODUCTS CORPORATION OF AKRON, an Ohio Corporation, Charter No. 253643, having its principal location in Stow, County of Summit, was incorporated on March 09, 1956, and is currently in GOOD STANDING upon the records of this office.*

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John A. Donofrio, Summit Fiscal Officer



*Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 5th day of January, A.D. 2006.*

*J. Kenneth Blackwell*  
Ohio Secretary of State

# Exhibit C Waiver of Priority of Mortgage



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John A Donofrio, Summit Fiscal Officer


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**WAIVER OF PRIORITY OF MORTGAGE**

**THIS WAIVER OF PRIORITY OF MORTGAGE** ("Waiver of Priority") is entered into by the undersigned, Zions First National Bank ("Mortgagee"), in favor of the Ohio Environmental Protection Agency ("Ohio EPA") as of the \_\_\_ day of January 2006.

**RECITALS**

A. On the 30<sup>th</sup> day of November, 2004, Steel Products Corporation of Akron, an Ohio corporation ("Borrower"), granted a Mortgage and Fixture Filing in favor of Mortgagee encumbering the property set forth on Exhibit A attached hereto and incorporated herein, which Mortgage was recorded as Instrument No. 55128411 of the Summit County, Ohio Recrods on December 3, 2004.

B. As part of an Environmental Response Project and in order to meet the Ohio EPA hazardous waste facility closure standards, Borrower has agreed to place certain restrictions on the future use of those portions of Borrower's property as more fully described in that certain Environmental Covenant by and between Borrower and the Ohio EPA which this Waiver of Priority is attached ("Environmental Covenant").

C. Pursuant to Paragraph 10(F) of the Environmental Covenant, Borrower and the Ohio EPA desire that Mortgagee agree to waive the priority of the Mortgage covering the property described on the attached Exhibit B in favor of the Environmental Covenant.

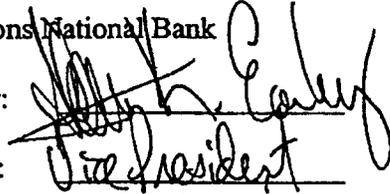
D. Mortgagee agrees to waive such priority upon the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of the sum of One and No/100ths Dollars (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledge, Mortgagee hereby agrees as follows:

1. In this Waiver of Priority (unless the context thereof requires a contrary definition or unless the same shall be defined otherwise herein, in which latter event, the definitions shall be cumulative and not exclusive), the words, phrases, and expressions capitalized herein which are defined in the Environmental Covenant shall have the respective meanings attributed to them in the Environmental Covenant.
2. Mortgagee hereby waives the priority of the Mortgage in favor of the Environmental Covenant.
3. This Waiver of Priority shall be governed by and construed under the laws of the State of Ohio.

Acknowledged and agreed to:

Zions National Bank

By: 

Its: Vice President

Dated: 6/13/06

### EXHIBIT A

**PARCEL ONE:**

Situated in the City of Stow, County of Summit and State of Ohio: And known as being part of original Stow Township Lot 75 and further described as follows:

Beginning at a point in the Northerly line of Commerce Drive, said point being South 89° 48' 48" West, 1405.00 feet from the intersection of said Northerly line extended Easterly with the East line of said Lot 75 and the center line of Darrow Road, State Route 91; Thence South 89° 48' 48" West, along said Northerly line of Commerce Drive, 180.00 feet to an iron pipe; Thence North 0° 11' 12" West, 429.10 feet to an iron pipe set in the South line of Meadowbrook Lake Allotment, unrecorded; Thence North 89° 57' 41" East, along said South line of Meadowbrook Lake Allotment, unrecorded, 180.00 feet to an iron pipe; Thence, South 0° 11' 12" East, 428.64 feet to an iron pipe and the place of beginning, and containing 1.7722 acres of land, as surveyed in August, 1977 by Charles W. Shaver, Registered Professional Surveyor No. 5257. Be the same more or less, but subject to all legal highways.  
Parcel No. 56-00711

**PARCEL TWO:**

Situated in the City of Stow, County of Summit and State of Ohio: And known as being a part of a parcel of land now or formerly owned by Ohio Industrial Parks, Inc., as recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Summit County Record of Deeds, also known as being a parcel of land located in O.L. 75, formerly Stow Township and more particularly described as follows:

Beginning at a monument found on the centerline of construction of S.R. 91 at the intersection of Commerce Drive, centerline projected, as established by Frank Richie, City Engineer, in 1959;  
Thence along the centerline of Commerce Drive, as established by Frank Richie, and as monumental, (South 89° 48' 48" West), a distance of 1168.81 feet to a monument found; Thence continuing along the centerline of said Commerce Drive (South 89° 48' 48" West), a distance of 419.46 feet to a point, said point is also (North 89° 48' 48" East), a distance of 1504.05 feet from a monument found; Thence (North 00° 11' 12" West) a distance of 25.00 feet to the North Right-of-Way line of Commerce Drive, which is the True Place of Beginning for the parcel of land herein described; Thence (South 89° 48' 48" West) a distance of 204.70 feet to a point, which is the Southeast corner of a parcel of land now or formerly owned by Hub Publishing Company, as recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Summit County Record of Deeds; Thence (North 00° 11' 12" West) a distance of 428.99 feet, be it more or less, to the South line of Meadowbrook Lake Allotment, unrecorded; Thence (North 89° 57' 21" East), along the South line of said Meadowbrook Lake Allotment, a distance of 204.70 feet to a point, which is the Northwest corner of a parcel of land now or formerly owned by the Blann Company, as recorded in Volume 5384, Page 515 of the Summit County Record of Deeds; Thence South 00° 11' 12" East) a distance of 428.48 feet to the True Place of Beginning and containing 2.0147 Acres of land. Be the same more or less, but subject to all legal highways. As surveyed by Raymond B. Strickland, Registered Surveyor No. 5853 in February, 1979.  
Parcel No. 56-10115

**PARCEL THREE:**

Situated in the City of Stow, County of Summit and State of Ohio: And known as being part of Lot 75 in Original Stow Township and further described as follows: Beginning at a point in the Northerly Line of Commerce Drive South 89° 48' 48" West, 1285.50 feet from the intersection of said Northerly line extended with the East Line of said Lot 75 and the centerline of Darrow Road; Thence continuing South 89° 48' 48" West along said North line of Commerce Drive 120.00 feet; Thence North 00° 11' 12" West, 428.64 feet; Thence North 89° 57' 41" East, 120.00



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feet along the Grantor's North line; Thence South  $00^{\circ} 11' 12''$  East 428.33 feet to the beginning and containing 1.181 acres of land. Be the same more or less, but subject to all legal highways.

Parcel No. 56-00710

**PARCEL FOUR:**

Situated in the City of Stow, County of Summit and State of Ohio: And known as being part of Stow Township Lot 75; more particularly bounded and described as follows: Beginning at a point in the centerline of Darrow Road (S.R. 91) where the same is intersected by the Northerly line of Commerce Drive, 50 feet (extended); Thence South  $89^{\circ} 48' 48''$  West, along the Northerly line of Commerce Drive a distance of 785.50 feet to a point, said point being the Southeast corner of a parcel of land referred to as Lot No. 8 of a proposed but unrecorded plat known as Stow Industrial Plat 1, said point also being the principal place of beginning of the lands herein described; Thence North  $00^{\circ} 11' 12''$  West along the Easterly line of said Lot No. 8, a distance of 426.65 feet to a point; Thence North  $89^{\circ} 57' 41''$  East, a distance of 100 feet to a point; Thence South  $00^{\circ} 11' 12''$  East, a distance of 426.38 feet to a point on the North line of Commerce Drive; Thence South  $89^{\circ} 48' 48''$  West along the Northerly line of Commerce Drive a distance of 100 feet to the principal place of beginning. Be the same more or less, but subject to all legal highways.

The foregoing described premises are also sometimes referred to as Lot No. 7 of a proposed but unrecorded plat known as Stow Industrial Plat 1.

Parcel No. 56-00712

**PARCEL FIVE:**

Situated in the City of Stow, County of Summit and State of Ohio: And known as being part of Stow Township Lot 75; more particularly bounded and described as follows: Beginning at a point in the centerline of Darrow Road (S.R. 91) where the same is intersected by the Northerly line of Commerce Drive, 50 feet (extended); Thence South  $89^{\circ} 48' 48''$  West along the northerly line of Commerce Drive a distance of 985.50 feet to a point, said point being the Southeast corner of a parcel of land referred to as Lot No. 10 of a proposed but unrecorded plat known as Stow Industrial Plat 1, said point also being the principal place of beginning of the lands herein described; Thence North  $00^{\circ} 11' 12''$  West along the Easterly line of said Steel Products Corp. of Akron lands, a distance of 427.53 feet to a point; Thence North  $89^{\circ} 57' 41''$  East, a distance of 100 feet to a point; Thence South  $00^{\circ} 11' 12''$  East, a distance of 427.27 feet to a point on the North line of Commerce Drive; Thence South  $89^{\circ} 48' 48''$  West along the northerly line of Commerce Drive a distance of 100 feet to the principal place of beginning. Be the same more or less, but subject to all legal highways.

The foregoing described premises are also sometimes referred to as Lot No. 9 of a proposed but unrecorded plat known as Stow Industrial Plat 1.

Parcel No. 56-00713

**PARCEL SIX:**

Situated in the City of Stow, County of Summit and State of Ohio: Beginning at a point in the centerline of Darrow Road (S.R. 91) at a point where the same is intersected by the Northerly line of Commerce Drive, 50' (extended); Thence S.  $89^{\circ} 48' 48''$  W. along the North line of said Commerce Drive, a distance of 985.50' to a point, being the principal place of beginning of the lands herein conveyed; Thence N.  $00^{\circ} 11' 12''$  W. a distance of 427.53' to a point; Thence S.  $89^{\circ} 57' 41''$  W. a distance of 300' to a point; Thence S.  $00^{\circ} 11' 12''$  E., a distance of 428.33' to a point on the North line of said Commerce Drive; Thence N.  $89^{\circ} 48' 48''$  E. along the North line of said Commerce Drive, a distance of 300' to the principal place of beginning, according to a survey C.J. Measmore and Associates. Be the same more or less, but subject to all legal highways.

Parcel Nos. 56-00715, 56-00714

**PARCEL SEVEN:**



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DA 158.00

John A. Donofrio, Summit Fiscal Officer

Situated in the City of Stow, County of Summit and State of Ohio: And known as being part of Stow Township Lot 75, more particularly bounded and described as follows: Beginning at a point in the centerline of Darrow Road (S.R. 91) where the same is intersected by the Northerly line of Commerce Drive, 50 feet (extended); Thence South 89° 48' 43" West, along the Northerly line of Commerce Drive a distance of 885.50 feet to a point, said point being the Southeast corner of a parcel of land referred to as Lot No. 9 of a proposed but unrecorded plat known as Stow Industrial Plat 1, said point also being the principal place of beginning of the lands herein described; Thence North 00° 11' 12" West along the Easterly line of said Lot No. 9 a distance of 426.92 feet to a point; Thence North 89° 57' 41" East, a distance of 100.00 feet to a point; Thence South 00° 11' 12" East a distance of 425.55 feet to a point on the North line of Commerce Drive; Thence South 89° 48' 43" West along the Northerly line of Commerce Drive a distance of 100.00 feet to the principal place of beginning. Be the same more or less, but subject to all legal highways.

Parcel No. 56-00709



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 DE 156.00

John A Donefris, Summit Fiscal Officer

**EXHIBIT B**

**Parcel 5600710**

Situated in the City of Stow, County of Summit, State of Ohio, and known as being part of Lot 75 in Original Stow Township, and further described as follows:

Beginning at a point in the Northerly Line of Commerce Drive South 89° 48' 48" West, 1285.50 feet from the intersection of said Northerly Line extended with the East Line of said Lot 75 and the centerline of Darrow Road; Thence continuing South 89° 48' 48" West along said North Line of Commerce Drive 120.00 feet; Thence North 00° 11' 12" West, 428.64 feet; Thence North 89° 57' 41" East, 120.00 feet along the Grantor's North Line; Thence South 00° 11' 12" East, 428.33 feet to the beginning; and containing 1.181 acres of land, be the same more or less, but subject to all legal highways and easements of record.

**Parcel 5600711**

Situated in the City of Stow, County of Summit, State of Ohio, and known as being part of original Stow Township Lot 75 and further described as follows:

Beginning at a point in the Northerly line of Commerce Drive, said point being South 89° 48' 48" West, 1405.00 feet from the intersection of said Northerly line extended Easterly with the East line of said Lot 75 and the center line of Darrow Road, State Route 91; thence, South 89° 48' 48" West, along said Northerly line of Commerce Drive, 180.00 feet to an iron pipe;

Thence, North 0° 11' 12" West, 429.10 feet to an iron pipe set in the South line of Meadowbrook Lake Allotment, unrecorded; thence North 89° 57' 41" East, along said South line of Meadowbrook Lake Allotment, unrecorded, 180.00 feet to an iron pipe;

Thence, South 0° 11' 12" East, 428.64 feet to an iron pipe and the place of beginning, and containing 1.7722 acres of land, as surveyed in August, 1977 by Charles W. Shaver, Registered Professional Surveyor No. 5257, be the same more or less, but subject to all legal highways and easements of record.

**Parcel 5600714; 5600715**

Situated in the City of Stow, County of Summit and State of Ohio:

Beginning at a point in the centerline of Darrow Road (S.R. 91) at a point where the same is intersected by the northerly line of Commerce Drive, 50' (extended); of 985.50' to a point, being the principal place of beginning of the lands herein conveyed; thence N. 00 deg. 11' 12" W, a 427.53' to a point; thence S. 89 deg. 57' 41" W, a distance of 300' to a point; thence S. 00 deg. 11' 12" E., a distance of 428.33' to a point on the north line of said Commerce Drive; thence N. 89 deg. 48' 48" E, along the north line of said Commerce Drive, a distance of 300' to the principal place of beginning, according to a survey of C.J. Messmore and Associates.



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John A Deneffio, Summit Fiscal Officer