

200600037722
File for Record in
MORGAN COUNTY, OHIO
REBECCA L COOLEY
09-29-2006 At 11:50 am.
COVENANTS 124.00
OR Book 172 Page 354 - 367

Instrument Book Page
200600037722 OR 172 354

To be recorded with Deed
Records - ORC § 317.08

Tomkins Industries

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Morgan County Community Improvement Corporation ("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, the Property, which is located at 13th and Main Streets in Malta, OH, was owned by Philips Products, Inc. and is now owned by Morgan County Improvement Corporation which has offices at 155 East Main Street, McConnelsville, OH 43756. Due to the use of 1,1,1 trichloroethane (TCA) and pentachlorophenol (PCP) in the former manufacturing process at the Property, and the release of TCA and PCP to the soil at the Property, the Property was the subject of an enforcement action by the Ohio Environmental Protection Agency (Ohio EPA).

Whereas, on August 11, 1992, Director's Final Findings and Orders were executed for the purpose of implementation of a Remedial Investigation (RI) and Feasibility Study (FS). The Remedial Investigation identified two source areas at the Site, the Catch Basin Source Area and the Dip Tank Source Area. The Catch Basin Source Area shows documented contamination of soils and ground water by TCA and 1,1 dichloroethylene (DCE). The Dip Tank Source Area has shown documented contamination of soils and ground water by PCP and dioxins/furans. A Decision Document, based on the FS, describes the final remedial action for the Property and is dated January 19, 2001.

Whereas, on September 18, 2001, Director's final Findings and Orders were executed for the purpose of implementing remedial design and remedial action at the property with the ultimate result being a final remedy. The final remedy, as documented in the Decision Document dated January 19, 2001, includes: 1) excavation of contaminated soils in the Dip Tank Source Area; 2) on-site treatment of excavated soils by chemical oxidation; 3) monitored natural attenuation of the PCP plume with a contingency for additional chemical oxidation treatment cycles for ground water; 4) monitored natural attenuation of the TCA plume; and 5) hydraulic containment of impacted ground water, if determined to be necessary after a hydrogeologic evaluation is performed. The Decision Document includes a performance standard for the excavation of contaminated soils in the Dip Tank Areas and states that if concentrations in remaining soils exceed site specific risk based levels, exposure to those soils will be minimized through institutional controls. After excavation and treatment of these soils, the remaining soils meet the leach based cleanup level for PCP, but exceed the risk based level for PCP. In

Page 2

addition, the Decision Document includes a performance standard to provide adequate protection against human consumption of ground water exceeding the MCLs. The institutional controls and protection against human consumption of ground water are accomplished through the activity and use limitations set forth in this Environmental Covenant.

Whereas, the findings of the RI and FS are contained in final RI and FS, which were approved by Ohio EPA on June 12, 1996 and June 12, 2000, respectively. The final remedy for the Property is documented in the Decision Document, dated January 19, 2001. All of these documents and other public records for this Property may be reviewed by contacting the Ohio EPA Southeast District Office, located at 2195 Front Street, Logan, OH 43138, or reached by phone at (740) 385-8501.

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 a tract of real property owned by Morgan County Community Improvement Corporation, located at 13th Street in Malta, Morgan County, Ohio, and more particularly described in Exhibit A attached hereto ("Property").
3. Owner. Morgan County Community Improvement Corporation ("Owner"), which is located at 155 East Main Street, McConnelsville, OH 43756 is the owner of the Property.
4. Holder. Owner, whose address is listed above, is the holder of this Environmental Covenant.
5. Dip Tank Area. The area of the Property remediated Remedial Action 2001 and more particularly described in Exhibit B.
6. Activity and Use Limitations. As part of the remedial action described in the Decision Document, Owner hereby imposes and agrees to comply with the following activity and use limitations:
 - a. Non-residential Land Use: The Dip Tank Area of the Property shall only be used for non-residential purposes. Residential use is land with a high frequency of potential exposure of adults and children to dermal contact with soil, inhalation of vapors and particles from soil and ingestion of soil. Residential land use is considered protective for, and may be applied to all categories of land use, without further restriction. Examples of residential land uses include but are not limited to residences; day care facilities;

schools, colleges and other education institutions; nursing homes, elder care and other long-term care facilities; and correctional facilities.

- b. **Prohibition Against Ground Water Extraction:** The ground water underlying the Property or any portion of the Property shall not be extracted for any purposes, potable or otherwise, except for monitoring or remediation of ground water.
- c. **Prohibition Against Well Installation and Removal:** Ground water wells shall not be installed or removed on the Property without prior written authorization from Ohio EPA.
- d. **Monitoring Systems.** The Property shall not be used in a manner that damages the integrity of any monitoring systems at the Property.

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

7. **Compliance Enforcement.** Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91. 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, and upon notice, its agents and contractors, and the village or county government the right of access to the Property for implementation or enforcement of this Environmental Covenant.

9. **Compliance Reporting.** Owner or any Transferee shall notify Ohio EPA and the village or county government of any activity not in accordance with the activity and use limitations of this Environmental Covenant.

10. **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 MORGAN COUNTY RECORDER ON _____, 200_, IN [DOCUMENT _____, or BOOK _____, PAGE _____,]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

- a. Non-residential Land Use: The Dip Tank Area of the Property shall only be used for non-residential purposes. Residential use is land with a high frequency of potential exposure of adults and children to dermal contact with soil, inhalation of vapors and particles from soil and ingestion of soil. Residential land use is considered protective for, and may be applied to all categories of land use, without further restriction. Examples of residential land uses include but are not limited to residences; day care facilities; schools, colleges and other education institutions; nursing homes, elder care and other long-term care facilities; and correctional facilities.
- b. Prohibition Against Ground Water Extraction: The ground water underlying the Property or any portion of the Property shall not be extracted for any purposes, potable or otherwise, except for monitoring or remediation of ground water.
- c. Prohibition Against Well Installation and Removal: Ground water wells shall not be installed or removed on the Property without prior written authorization from Ohio EPA.
- d. Monitoring Systems. The Property shall not be used in a manner that damages the integrity of any monitoring systems at the Property.

Owner shall notify Ohio EPA within thirty (30) days after each conveyance of an interest in any portion of the Property. Owner's notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, 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 which is free, clear and unencumbered;

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- 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 that own an interest in or hold an encumbrance on 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.

12. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent of all of the following: the Owner or a Transferee; and the Ohio EPA, pursuant to ORC § 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 when 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 the Owner or Transferee 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 Morgan 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 upon this Environmental Covenant, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Morgan County Recorder's Office.

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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 Morgan County Recorder.

17. Distribution of Environmental Covenant. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA; the Village of Malta or Morgan County; any lessee; each person who signed the Environmental Covenant; and each person holding a recorded interest in the Property.

18. Notice. Unless otherwise notified in writing by or on behalf of the current owner of Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

Manager, Remedial Response Section
Division of Emergency and Remedial Response
Ohio EPA
P.O. Box 1049
Columbus, Ohio 43216-1049

Site Coordinator
Division of Emergency and Remedial Response
Southeast District Office
2195 Front Street
Logan, Ohio 43138

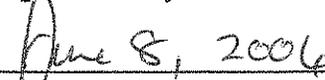
The undersigned representative of Owner represent that he is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

MORGAN COUNTY COMMUNITY IMPROVEMENT CORPORATION

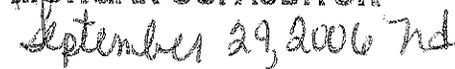


Rick Shriver, Chairman
Morgan County Community Improvement Corporation



Date

NO TRANSFER NECESSARY
GARY D. WOODWARD
MORGAN CO. AUDITOR


September 29, 2006 rd

Page 7

State of Ohio)
)
County of Morgan) ss:

Before me, a notary public, in and for said county and state, personally appeared Richard Shriver, a duly authorized representative of the Morgan County Community Improvement Corporation, who acknowledged to me that he did execute the foregoing instrument on behalf of the same.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 19th day of June, 2006.
 Catherine M. Chapin
Notary Public

OHIO ENVIRONMENTAL PROTECTION AGENCY

Joseph P. Koncelik
Joseph P. Koncelik, Director
Date 9/19/06

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 19th day of Sept., 2006.
Charma Diane Casteel
Notary Public

CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES
MAY 10, 2009

This instrument prepared by:
Catherine Stroup, Esq.
Ohio Environmental Protection Agency
P.O. Box 1049
Columbus, OH 43216-1049

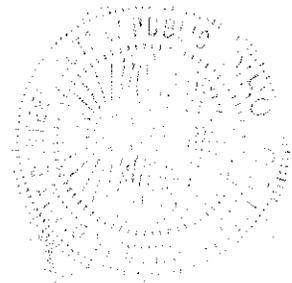


EXHIBIT A

Survey for Tomkins Industries, Inc.

Being a part of land belonging to Malta Manufacturing Company referenced in the following deeds recorded in the Morgan County Recorder's Office: Tract Three in Deed Volume 90 - Page 117, Deed Volume 97 - Page 4, Deed Volume 97 - Page 5, Deed Volume 130 - Page 245, and Deed Volume 123 - Page 43.

Located in Section 10, Township 10, Range 12, Malta Township, Morgan County, and partially in the Village of Malta, Ohio.

Beginning at a point in the North line of Thirteenth Street (formerly Buckeye Street), said point being North 24 deg. 30 min. West - 66.00 ft. from the Northwest corner of Lot No. 35 in Miller Place Addition to the Village of Malta as shown on slide # 34 in the Morgan County Recorder's Office; thence along the North line of the street, South 65 deg. 55 min. West - 480.31 ft. to a 5/8 inch rebar pin set; thence leaving the street, North 42 deg. 41 min. 40 sec. West - 743.04 ft. to a 5/8 inch rebar pin set; thence North 68 deg. 21 min. 40 sec. East - 238.20 ft. to a 5/8 inch rebar pin set; thence North 33 deg. 08 min. 30 sec. West - 327.90 ft. to a 5/8 inch rebar pin set; thence North 29 deg. 08 min. 30 sec. East - 130.00 ft. to a 5/8 inch rebar pin set; thence North 53 deg. 16 min. East - 486.30 ft. to a 5/8 inch rebar pin set in the West line of the CSX Railroad property; thence along the West line of the CSX Railroad property; South 34 deg. 30 min. East - 1222.30 ft. to a railroad spike set in the North line of Thirteenth Street; thence along the North line of the street, South 65 deg. 55 min. West - 268.50 ft. to the place of beginning and containing 18.98 acres, more or less. Being 12.15 acres in Malta Village and 6.83 acres in Malta Township
Being all of 2.987 acre s.d. 113 - Auditor's Parcel No. 080-000-510-0
Being all of 0.276 acre s.d. 124 - Auditor's Parcel No. 080-000-520-0
Being all of 6.017 acre s.d. A-1 - Auditor's Parcel No. 070-004-180-0
Being all of 0.54 acre s.d. 134 - Auditor's Parcel No. 070-004-240-0
Being 9.159 acres from s.d. 90 and from Auditor's Parcel No. 070-004-200-0 *

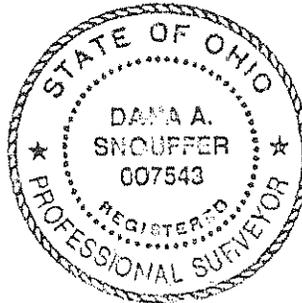
* BEING SD. 147 FROM 90 - 9.159 AC. - 070-004-200-1.

Bearings are based on the North line of Thirteenth Street as being South 65 deg. 55 min. West an assumed meridian used to denote angles only.

Surveyed on July 12, 2001 by Dana A. Snouffer - Professional Surveyor No. 7543

(see survey plat that shows the 18.98 acre tract and other pertinent information on file in the Morgan County Engineer's Office)

Exhibit A



DESCRIPTION APPROVED FOR AUDITOR'S TRANSFER BY L. Mc Intyre 3/18/02

LIMITED WARRANTY DEED

By a Corporation

KNOW ALL MEN BY THESE PRESENTS; That Tomkins Industries, Inc., an Ohio corporation, fka Philips Industries, Inc., successor by merger to Malta Manufacturing Company (sometimes known as Malta Manufacturing Co.), an Ohio corporation, fka The Athens Flooring Company, an Ohio corporation, the grantor, for Ten Dollars (\$10.00) and other good and valuable consideration paid, grants, with limited warranty covenants, to Morgan County Improvement Corporation, an Ohio corporation, whose tax mailing address is 19 East Main Street, McConnelville, Ohio 43756 the following real property:

Situated in the County of Morgan, in the State of Ohio and in the Township of Malta, and the Village of Malta:

Being a parcel of land containing 18.98 acres, more or less, as more fully described on Exhibit A attached hereto.

Parcel No. 080-000-510-0, 080-000-520-0, 070-004-180-0, 070-004-240-0, and part of 070-004-200-0

NOTICE: THE PROPERTY IS SUBJECT TO THE DIRECTOR'S FINAL FINDINGS AND ORDERS DATED AS OF SEPTEMBER 18, 2001, BETWEEN OHIO ENVIRONMENTAL PROTECTION AGENCY AND PHILIPS PRODUCTS, INC., A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT B.

Subject to conditions, restrictions and easements, if any, contained in prior instruments of record.

Except taxes and assessments, if any, now a lien and not yet due and payable.

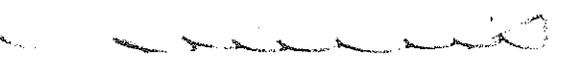
Prior instrument reference: Deed Volume 90, page 117; Deed Volume 97, page 4; Deed Volume 97, page 5; Deed Volume 130, page 245; and Deed Volume 123, page 43 of the Deed Records of Morgan County, Ohio.

IN WITNESS WHEREOF, Tomkins Industries, Inc., the Grantor, has caused its corporate name to be subscribed hereto by Anthony J. Reading, President and Chief Operating Officer of Tomkins Industries, Inc. hereunto duly authorized by resolution of its Board of Directors, this 8th day of MARCH, 2002.

Tomkins Industries, Inc., an Ohio corporation, fka Philips Industries, Inc., Successor by merger to Malta Manufacturing Company (sometimes known as Malta Manufacturing Co.), an Ohio Corporation, fka The Athens Flooring Company, an Ohio corporation

No 22882
Received Mar 18 2002
At 3:01 O'clock P M
Recorded Mar 18 2002
Vol 101 Page 47-151
Rebecca L. Cooley 422.00
Morgan County Recorder

ATTEST:

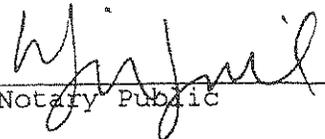

BY: Anthony J. Reading
TITLE: President and
Chief Operating Officer

75 (385) 33
TITLE FIRST AGENCY BOX

STATE OF Ohio, COUNTY OF Montgomery, ss:

BE IT REMEMBERED, That on this 8th day of MARCH, 2002, before me, the subscriber, a notary public in and for said county and state, personally came Anthony J. Reading, President & Chief Operating Officer of Tomkins Industries, Inc., the Grantor in the foregoing deed and acknowledged the signing thereof to be the free act and deed of said corporation, pursuant to authority of its Board of Directors, and his/her free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



Notary Public

W. E. DEPASCALE, Notary Public at Law
Notary Public for the State of Ohio
My Commission Expires on 12/31/2006
date Section 147.03 R. C.

This instrument prepared by:
Paul A. DePascale, Esq.
555 South Front Street, Suite 400
Columbus, Ohio 43215

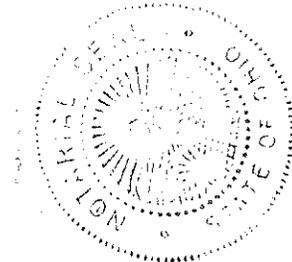
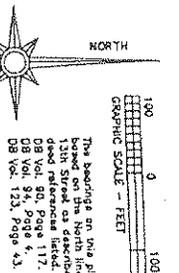
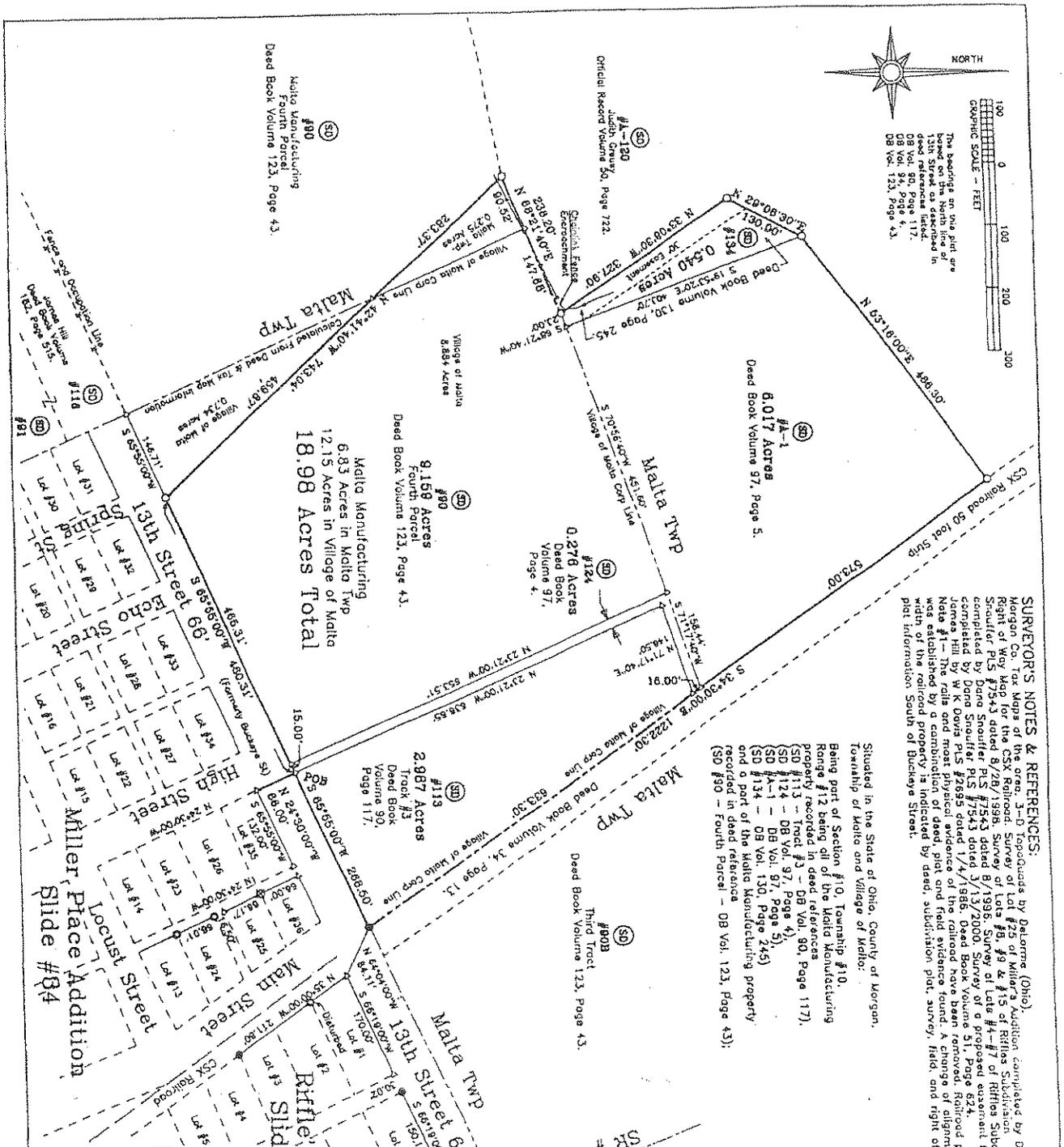


Exhibit A



SURVEYOR'S NOTES & REFERENCES:
 3-10-06 - Opposed by Detorneys (Ohio), Morgan Co. Tax Maps of the area. 3-10-06 - Right of Way Map for the CSX Railroad Survey of Lots #8, #9 & #15 of Rillies Subdivision Shouler PLS #7543 dated 8/1996. Survey of Lots #8, #9 & #15 of Rillies Subdivision completed by Dora Shouler PLS #7543 dated 3/13/2000. Survey of a proposed easement completed by Dora Shouler PLS #2895 dated 1/4/1986. Deed Book Volume 51, Page Railroad Easement established by a combination of deed, plat and field evidence found. A portion of alignment was established by a combination of deed, plat and field evidence found. A portion of alignment information South of Buckeye Street.

Situated in the State of Ohio, County of Morgan, Township of Malta and Village of Malta:
 Being part of Section #10, Township #10, Range #12 being all of the Malta Manufacturing property recorded in deed reference #117, #113 - Tract #3 - DB Vol. 90, Page 117, #112 - Tract #3 - DB Vol. 90, Page 117, #124 - DB Vol. 97, Page 97, #134 - DB Vol. 130, Page 245, #134 - DB Vol. 130, Page 245, and a part of the Malta Manufacturing property recorded in deed reference - DB Vol. 123, Page 43);
 #90 - Fourth Parcel - DB Vol. 123, Page 43);

Malta Manufacturing
 6.83 Acres in Village of Malta
 12.15 Acres in Village of Malta
18.98 Acres Total

#90
 9.159 Acres
 Fourth Parcel
 Deed Book Volume 123, Page 43.

#124
 0.278 Acres
 Deed Book Volume 97, Page 4.

#113
 2.987 Acres
 Tract #3
 Deed Book Volume 90, Page 117.

#90B
 Third Tract
 Deed Book Volume 123, Page 43.

Miller Place Addition
 Slide #B4

Biedenbach Surveying, Inc.

3010 East Pike
Zanesville, OH 43701

Surveying and Construction Layout

Telephone (740) 453-4850
Fax (740) 450-1000

MORGAN COUNTY IMPROVEMENT (FORMERLY MALTA MANUFACTURING)

BEING A PART OF SUBDIVISION 113 CONVEYED TO MORGAN COUNTY IMPROVEMENT BY DEED RECORDED IN O.R. VOLUME 101, PAGE 47 AND O.R. VOLUME 101, PAGE 152 OF THE MORGAN COUNTY DEED RECORDS, SITUATED IN SECTION 10, TOWNSHIP 10, RANGE 12, VILLAGE OF MALTA, MALTA TOWNSHIP, MORGAN COUNTY, OHIO AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 35 OF MILLER PLACE ADDITION (SLIDE 34);

THENCE NORTH 24 DEGREES 30 MINUTES 00 SECONDS WEST 66.00 FEET TO A POINT ON THE NORTH SIDE OF 13TH STREET;

THENCE WITH THE SAID NORTH LINE, NORTH 65 DEGREES 55 MINUTES 00 SECONDS EAST 219.14 FEET TO A POINT;

THENCE LEAVING THE SAID NORTH LINE AND TRAVERSING INTO THE ABOVE SAID MORGAN COUNTY IMPROVEMENT TRACT, NORTH 24 DEGREES 05 MINUTES 00 SECONDS WEST 30.49 FEET TO A POINT, SAID POINT BEING THE PLACE OF BEGINNING OF THE TRACT HEREIN INTENDED TO BE DESCRIBED;

THENCE WITH THE BOUNDARY OF THE "2001 EXCAVATION" THE NEXT 18 COURSES AND DISTANCES:

1. NORTH 54 DEGREES 07 MINUTES 07 SECONDS WEST 25.99 FEET TO A POINT;
2. NORTH 41 DEGREES 24 MINUTES 33 SECONDS WEST 16.96 FEET TO A POINT;
3. NORTH 78 DEGREES 33 MINUTES 56 SECONDS WEST 3.38 FEET TO A POINT;
4. SOUTH 51 DEGREES 32 MINUTES 30 SECONDS WEST 9.19 FEET TO A POINT;
5. SOUTH 06 DEGREES 56 MINUTES 34 SECONDS WEST 7.67 FEET TO A POINT;
6. SOUTH 54 DEGREES 26 MINUTES 24 SECONDS WEST 8.13 FEET TO A POINT;
7. NORTH 35 DEGREES 12 MINUTES 38 SECONDS WEST 16.54 FEET TO A POINT;
8. NORTH 54 DEGREES 43 MINUTES 45 SECONDS EAST 17.35 FEET TO A POINT;
9. NORTH 00 DEGREES 35 MINUTES 55 SECONDS EAST 1.84 FEET TO A POINT;
10. NORTH 19 DEGREES 57 MINUTES 04 SECONDS WEST 4.42 FEET TO A POINT;
11. NORTH 53 DEGREES 08 MINUTES 14 SECONDS WEST 14.44 FEET TO A POINT;
12. NORTH 55 DEGREES 42 MINUTES 07 SECONDS WEST 3.73 FEET TO A POINT;
13. NORTH 34 DEGREES 55 MINUTES 43 SECONDS WEST 13.36 FEET TO A POINT;
14. NORTH 55 DEGREES 27 MINUTES 15 SECONDS EAST 17.09 FEET TO A POINT;
15. SOUTH 39 DEGREES 59 MINUTES 31 SECONDS EAST 7.16 FEET TO A POINT;
16. NORTH 66 DEGREES 08 MINUTES 49 SECONDS EAST 3.13 FEET TO A POINT;
17. SOUTH 44 DEGREES 15 MINUTES 34 SECONDS EAST 79.96 FEET TO A POINT;
18. SOUTH 38 DEGREES 09 MINUTES 24 SECONDS WEST 12.73 FEET TO THE PLACE OF BEGINNING.

CONTAINING 0.043 MORE OR LESS ACRES, SUBJECT TO ALL APPLICABLE EASEMENTS.

THE BEARINGS ARE BASED ON THE PREVIOUS SURVEY THE NORTH LINE OF 13TH STREET AS DESCRIBED IN DEED BOOK VOLUME 90, PAGE 117, VOLUME 94, PAGE 4 AND VOLUME 123, PAGE 43 OF THE MORGAN COUNTY DEED RECORDS.

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THE ABOVE SURVEY AND DESCRIPTION TO BE CORRECT AS PREPARED BY ME, THIS 18TH DAY OF NOVEMBER 2005.

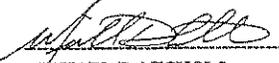

MICHAEL D. NICHOLS
REGISTERED SURVEYOR 6923



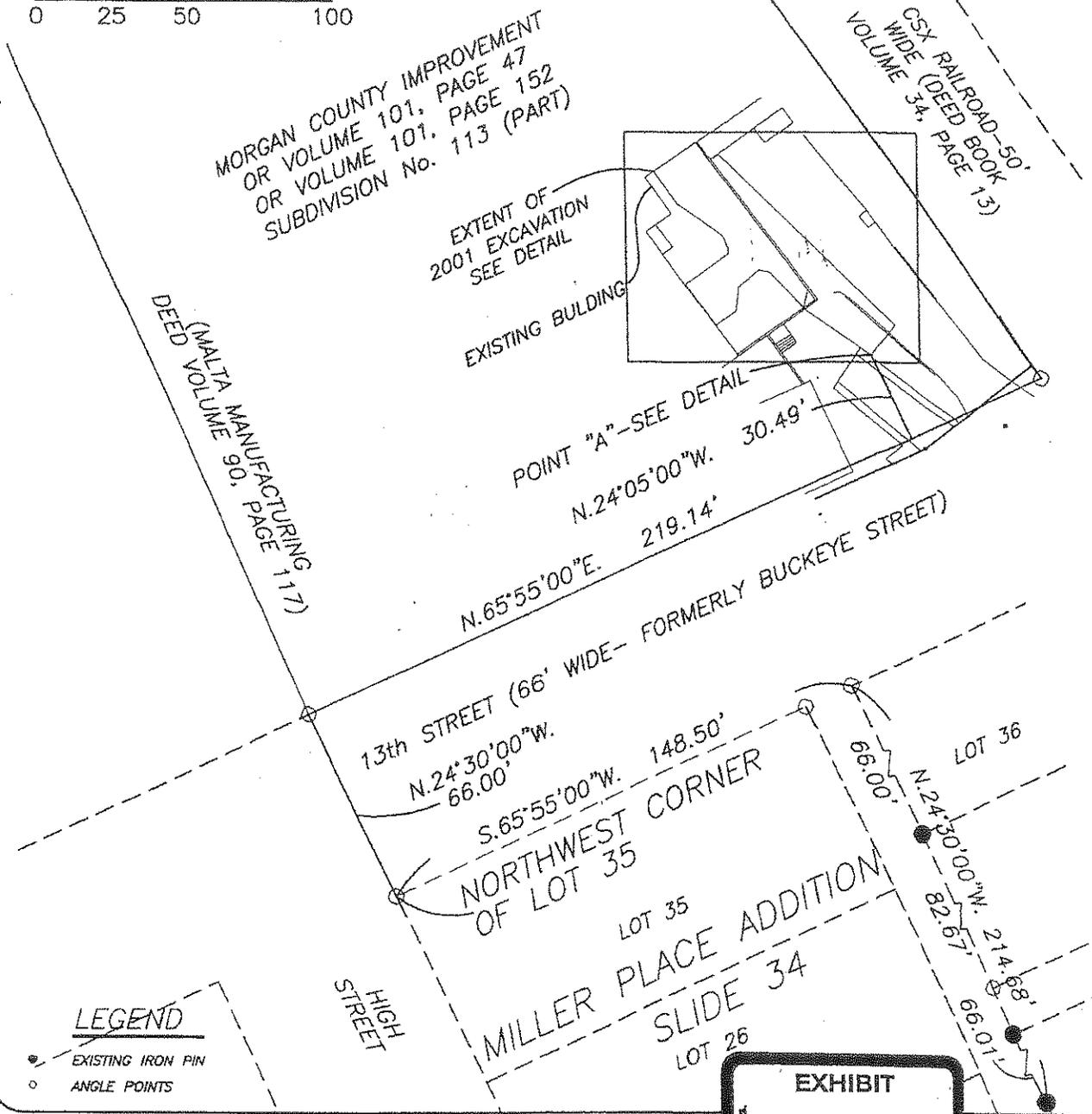
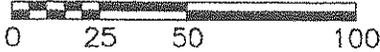
EXHIBIT B

SURVEY FOR ARTEMIS CONSULTING GROUP, INC.

BEING A PART OF SUBDIVISION 113 CONVEYED TO MORGAN COUNTY IMPROVEMENT BY DEED RECORDED IN O.R. VOLUME 101, PAGE 47 AND O.R. VOLUME 101, PAGE 152, OF THE MORGAN COUNTY DEED RECORDS(PART OF TRACT 3 OF DEED VOLUME 90, PAGE 117 OF THE MORGAN COUNTY DEED RECORDS-CONVEYED TO MALTA MANUFACTURING), IN SECTION 10, TOWNSHIP 10, RANGE 12, VILLAGE OF MALTA, MALTA TOWNSHIP, MORGAN COUNTY, OHIO.

BEARINGS ARE BASED ON THE PREVIOUS SURVEY OF THE NORTH LINE OF 13TH STREET AS DESCRIBED IN DEED BOOK VOLUME 90, PAGE 117, VOLUME 94, PAGE 4, AND VOLUME 123, PAGE 43 OF THE MORGAN COUNTY DEED RECORDS.

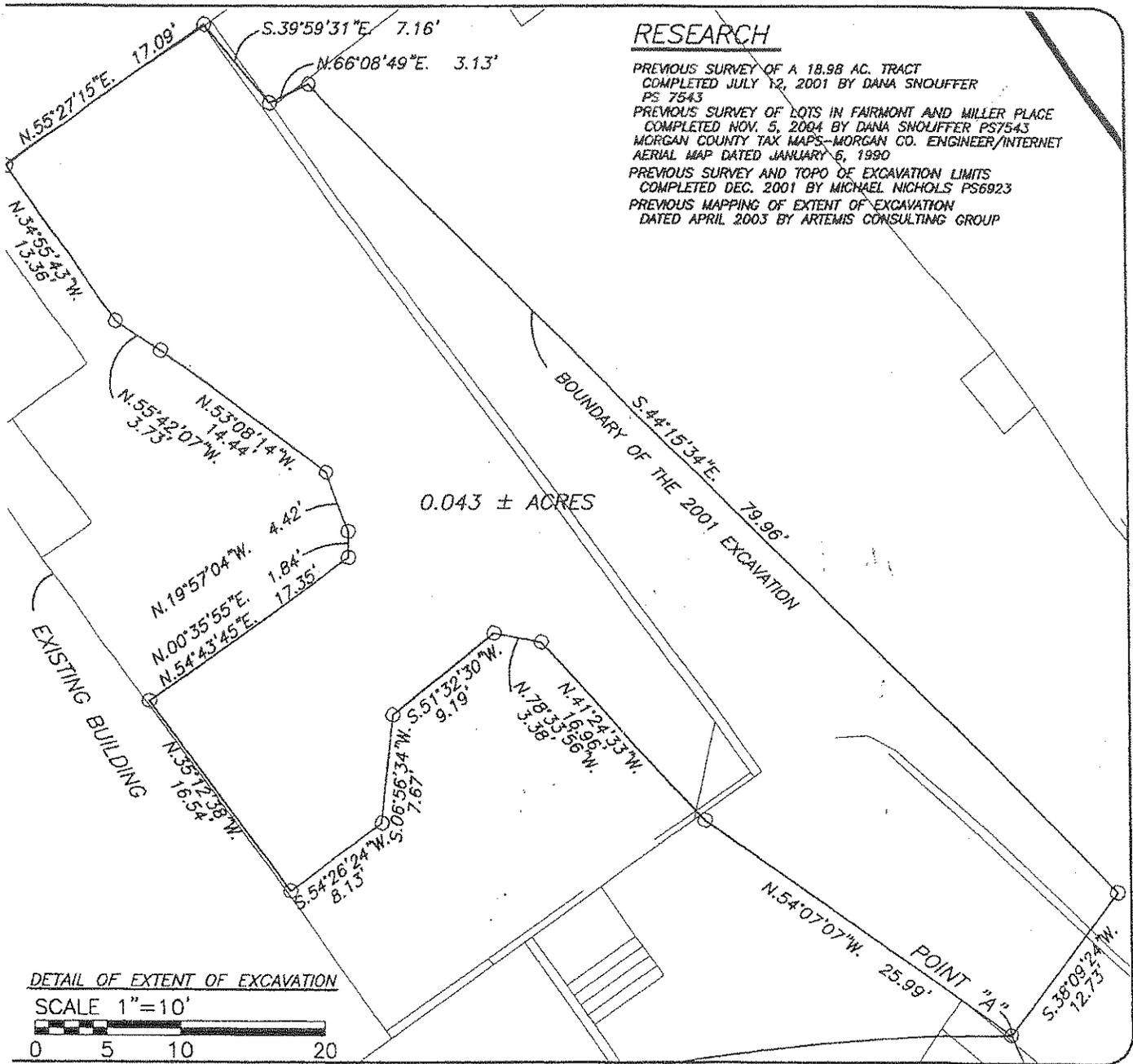
SCALE 1"=50'



LEGEND

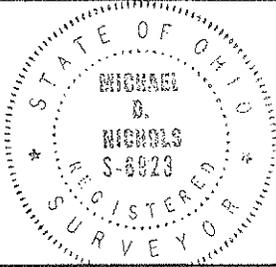
- EXISTING IRON PIN
- ANGLE POINTS

EXHIBIT
B



I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THE ABOVE PLAT AND SURVEY TO BE CORRECT AS PREPARED BY ME, THIS 18th DAY OF NOVEMBER, 2005.

Michael D. Nichols
MICHAEL D. NICHOLS
REGISTERED SURVEYOR #6923



THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, RIGHT OF WAYS, OR RESTRICTIONS, WHETHER RECORDED OR IMPLIED. THIS PLAT IS INTENDED FOR THE LEGAL TRANSFER OF THE PROPERTY SHOWN AND DOES NOT INTEND TO SHOW ANY OR ALL OF THE EASEMENTS, RIGHT OF WAYS, RESTRICTIONS OR ENCROACHMENTS UNLESS OTHERWISE INDICATED.

BIEDENBACH SURVEYING, INC.

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DRAWN BY: DEL	DATE: 11-18-05	SCALE: AS SHOWN
CHECKED BY: MDN	JOB NO: 5189	DRAWING NO: D:\4737\4737