

RINTO ✓

Use Restriction Agreement  
ArvinMeritor, Inc. and Ohio EPA

OHD 004 289 450



Instr: 200405270015119 05/27/2004  
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 Bryan A Long T20040014926  
 Licking County Recorder MEPTHOMPSON

USE RESTRICTION AGREEMENT AND DEED NOTICE

This Use Restriction Agreement ("Agreement") is entered into by ArvinMeritor, Inc., having their headquarters located at 2135 W. Maple Road, Troy, Michigan 48084-7186 and the Ohio Environmental Protection Agency ("Ohio EPA"). This Agreement concerns an approximately 80-acre tract of real property that is described in Exhibit A attached hereto and incorporated by reference herein (the "Subject Property"). The Subject Property consists of four (4) separate parcels and is located at 444 Hebron Road, (State Rt. 79) Heath, Licking County, Ohio. Parcels 1, 2, and 3 were previously deeded to Rockwell Heavy Vehicle Systems ("Rockwell"). Parcels 1, 2, and 3 were subsequently acquired from Rockwell by Meritor Heavy Vehicle Systems, LLC ("Meritor") pursuant to the following transactions, which are recorded in the Office of the Secretary of State of the State of Delaware: Rockwell Heavy Vehicle Systems, Inc. changed its name to Meritor Heavy Vehicle Systems, Inc., effective August 14, 1997; Meritor Heavy Vehicle Systems, Inc. merged into Meritor Heavy Vehicle Systems, LLC, effective September 16, 1997. Meritor is a wholly owned subsidiary of ArvinMeritor, Inc. Parcel 4 is deeded to ArvinMeritor, Inc. as evidenced by the deed dated July 21, 2000.

Background

The Meritor Heavy Vehicle Systems, LLC facility was built in 1951 to manufacture heavy-duty truck axles for military vehicles. In 1954, the facility expanded to include the manufacture of commercial truck axles. The facility continues to manufacture and assemble heavy duty truck axles and axle components for military and commercial use. The property owner conducted an environmental assessment at the facility which lead to a complete hydrogeologic assessment of the ground water pursuant to the Director's Findings and Orders signed in March, 1986. Thereafter, on November 28, 1990, the property owner signed an administrative order on consent with Ohio EPA to complete a remedial investigation and feasibility study (RI/FS). In a Decision Document journalized March 3, 2003, the Director of Ohio EPA selected a remedial action to be implemented at the Subject Property. Pursuant to the Decision Document and the subsequent Administrative Order on Consent executed by Meritor and journalized by the Ohio EPA on December 29, 2003 (the "Administrative Order"), Meritor, the wholly owned subsidiary of ArvinMeritor, Inc. has agreed to complete a remedial design and remedial action (RD/RA), including the implementation of land use restrictions on the Subject Property.

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Provisions

Now therefore, ArvinMeritor, Inc. ("Owner/Grantor") and Ohio EPA (collectively the "Parties") agree to the following:

1. Intention of the Parties. This Agreement touches and concerns the Subject Property in that it is intended to limit the use of the Subject Property and restrict certain activities from occurring on the Subject Property. It is also the intent of the Parties that the covenants, terms, conditions and restrictions of this Agreement be binding upon, and inure to the benefit of, the Parties and continue as a servitude running in perpetuity with the Subject Property. It is the further intention of the Parties that the land use restriction described herein be enforceable at law or in equity by Ohio EPA against Owner/Grantor for as long as Owner/Grantor shall own the Subject Property, and against any Transferee, as defined herein.

2. Use Restrictions. As part of the remedial action described in the Decision Document and in consideration for the Director of Ohio EPA's forbearance to require unrestricted land use for the Subject Property, Owner/Grantor agrees to impose and comply with the following restrictions:

Industrial or Commercial Land Use. The Subject Property shall only be used for industrial and commercial land uses, as those terms are defined in Ohio Administrative Code 3745-300-08(b)(2)(c)(ii) and (iii), respectively (effective October 21, 2002);

Prohibition Against Ground Water Extraction. The ground water underlying the Subject Property or any portion of the Subject Property shall not be extracted for any purpose, potable or otherwise, except for monitoring or remediation of the ground water.

Restriction Against Excavation. Excavation at the Subject Property shall not be undertaken at depths greater than five (5) feet from the ground surface, except after acquiring prior written permission from Ohio EPA which shall not unreasonably withhold such permission.

Containment/Treatment and Monitoring Systems. The integrity of any remedial containment/treatment or monitoring systems at the Subject Property shall not be adversely affected.

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Prohibition Against Basements. No basement or other permanent subsurface or underground structure designed for routine human occupancy shall be constructed at the Subject Property, except after acquiring written permission from Ohio EPA which shall not unreasonably withhold such permission.

3. Running with the Land. The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the Owner/Grantor and the State of Ohio and their successors in interest and assigns and any Transferee, and shall run with the land, subject to termination and modification as described below. The term "Transferee," as used in this Agreement, shall mean any future owner of any interest in the Subject Property as described in Exhibit A, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.
4. Modification and Termination of the Agreement. The Owner/Grantor or a Transferee may request modification or termination of this Agreement by submitting a written petition to the Director of Ohio EPA. Modification means any changes to the Agreement, including the use restrictions outlined in Section 2 above, or the elimination of one or more use restrictions when there is at least one use restriction remaining. Termination means the elimination of all use restrictions in Section 2 and all other obligations under this Agreement. The Director of Ohio EPA will evaluate a request for modification or termination of the Agreement based on a demonstration by the Owner/Grantor or Transferee that the proposed modification or termination of this Agreement will not pose a risk to public health or safety or the environment.

The Director of Ohio EPA may request modification or termination of this Agreement in the event that the Director determines that risks posed by the Subject Property have substantially changed subsequent to the execution of this Agreement. Nothing in this Agreement shall restrict the Director from exercising any authority under applicable law in order to protect public health or safety or the environment.

This Agreement may only be modified or terminated by a written instrument duly executed by the Director of Ohio EPA and the Owner/Grantor or the Transferee of the Subject Property or portion of the Subject Property, as applicable. Within thirty (30) days of executing a modification or termination of this Agreement, the

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Owner/Grantor or Transferee shall record such modification or termination with the Licking County Recorder's Office, and shall provide a true copy of the recorded modification or termination to Ohio EPA.

5. Enforcement. Compliance with this Agreement may be enforced by a legal or equitable action brought in a court of competent jurisdiction by either Party to this Agreement. The use restrictions contained in Section 2 of this Agreement may be enforced by the Owner/Grantor, the Director of Ohio EPA or his representative and any other party with legal standing by bringing a legal or equitable action in a court of competent jurisdiction. Failure to timely enforce compliance with this Agreement or the use restrictions 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.
6. Restatement of Use Restriction upon Conveyance. Each instrument hereafter conveying any interest in the Subject Property or any portion of the Subject Property shall contain a restatement of the use restrictions contained in Section 2 of this Agreement, and provide the recorded location of this Agreement. The restatement shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO A USE RESTRICTION AGREEMENT, DATED \_\_\_\_\_, 200\_\_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE LICKING COUNTY RECORDER ON \_\_\_\_\_, 200\_\_, IN [DOCUMENT \_\_\_\_\_, or BOOK\_\_\_\_, PAGE \_\_\_\_\_] IN FAVOR OF, AND ENFORCEABLE BY, THE STATE OF OHIO. THE AGREEMENT CONTAINS THE FOLLOWING USE RESTRICTIONS:

Industrial or Commercial Land Use. The Subject Property shall only be used for industrial and commercial land uses, as those terms are defined in Ohio Administrative Code 3745-300-08(b)(2)(c)(ii) and (iii), respectively (effective October 21, 2002);

Prohibition Against Ground Water Extraction. The ground water underlying the Subject Property or any portion of the Subject Property shall not be extracted for any purpose, potable or otherwise, except for monitoring or remediation of the ground water.

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Restriction Against Excavation. Excavation at the Subject Property shall not be undertaken at depths greater than five (5) feet from the ground surface, except after acquiring prior written permission from Ohio EPA which shall not unreasonably withhold such permission.

Containment/Treatment and Monitoring Systems. The integrity of any remedial containment/treatment or monitoring systems at the Subject Property shall not be adversely affected.

Prohibition Against Basements. No basement or other permanent subsurface or underground structure designed for routine human occupancy shall be constructed at the Subject Property, except after acquiring written permission from Ohio EPA which shall not unreasonably withhold such permission.

7. Authority. Owner/Grantor hereby covenants and warrants to and with the State of Ohio the following: that the Owner/Grantor is lawfully seized in fee simple of the Subject Property; that the Owner/Grantor has a good and lawful right and power to sell and convey it or any interest therein; that the Owner/Grantor has identified and notified all other parties that hold any interest (e.g., encumbrance) in the Subject Property (identified in Exhibit A); that the use restrictions contained herein are compatible with such interests held by all other parties; and that the Owner/Grantor will forever defend the title and quiet possession of the Subject Property.
8. Severability. If any provision of this Agreement 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.
9. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.
10. Effective Date. The effective date of this Agreement shall be the date upon which both the Owner/Grantor and Ohio EPA have signed the Agreement.
11. Deed Notice. The parties to this Agreement acknowledge and agree that this Agreement satisfies the Deed Notice requirement pursuant to Section 15 of the Administrative Order.

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

IT IS SO AGREED:

ARVINMERITOR, INC., by:

Linda S. Furlough  
Signature of Representative

Linda S. Furlough, Asst. General Counsel April 8, 2004  
Printed Name and Title Date

State of mi :  
County of Oakland : ss

Before me, a notary public, in and for said county and state, personally appeared Linda S. Furlough, a duly authorized representative of ArvinMeritor, Inc. who acknowledged to me that he/she did execute the foregoing instrument on behalf of ArvinMeritor, Inc.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 8 day of April, 2004.

Carol M. Willis  
Notary Public

CAROL M. WILLIS  
Notary Public, Macomb County, MI  
Acting in Oakland County, MI  
My Commission Expires Aug 15, 2004

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OHIO ENVIRONMENTAL PROTECTION AGENCY

Joseph P. Koncelik  
Joseph P. Koncelik, Assistant Director

5/17/04  
Date

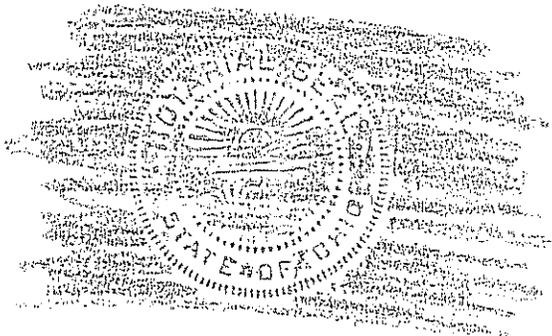
State of Ohio :  
County of Franklin : SS

Before me, a notary public, in and for said county and state, personally appeared Joseph P. Koncelik, a duly authorized representative of the Ohio EPA, who acknowledged to me that he did execute the foregoing instrument on behalf of the Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 17th day of May, 2004.

Edmund J. Torney  
Notary Public

EDMUND J. TORMEY, Attorney  
Notary Public - State of Ohio  
My commission has no expiration date  
Section 147.03 R.C.



THIS INSTRUMENT PREPARED BY THOMPSON HINE, LLP, DAVID E. NASH, ESQ.

EXHIBIT A  
LEGAL DESCRIPTION

PARCEL 1

Situate in the State of Ohio, County of Licking, City of Heath, and being in the Fourth Quarter of Township 2, Range 12, U.S.M. Lands, and being more particularly described as follows:

Beginning at an iron pin at the northwest corner of certain premises described in the deed from The Wehrle Foundation to The Timken-Detroit Axle Company, said iron pin being at the intersection of the south corporation line of the City of Newark with the east right-of-way line of Ohio State Route 79; thence south  $89^{\circ} 57'$  east 2095.78 feet to an iron pipe at a point where the said corporation line intersects the northwesterly line of Shawnee Branch of the Baltimore & Ohio Railroad; thence with said Baltimore & Ohio Railroad right-of-way line south  $34^{\circ} 54'$  west 1445.22 feet to a concrete monument at a corner on lands of Lydia (Zartman) Sachs; thence with the north line of said tract south  $89^{\circ} 55'$  west 1296.23 feet to a concrete monument at a former corner on said Sachs Land; thence south  $89^{\circ} 52'$  west 344.28 feet to an iron pin in the southeasterly right-of-way line of Ohio State Route 79, passing a concrete monument on line at 339.2 feet; thence with the east line of said highway north  $34^{\circ} 20'$  east 183.27 feet to an iron pin at the beginning of a curve to the left in the east line of said right-of-way; thence northeasterly with the arc of said curve 430.54 feet to a concrete monument at the end of said curve, the chord to which monument bears north  $21^{\circ} 56\frac{1}{2}'$  east 427.19 feet; thence continuing along the east right-of-way line of said highway north  $9^{\circ} 33'$  east 651.85 feet to the place of beginning, containing 49.309 acres, subject to certain utility easements now in use or shown of record.

Being the same real estate conveyed by Deed, from Lydia (Zartman) Sachs to The Timken-Detroit Axle Company, which consolidated with Standard Steel Spring Company to form Rockwell Spring and Axle Company, now Rockwell International Corporation, the Grantor herein, dated January 23, 1951, and recorded in Volume 427, page 434, of the Deed Records of Licking County, Ohio, and Deed from The Wehrle Foundation to The Timken-Detroit Axle Company dated January 22, 1951, and recorded in Volume 427, page 403 of said Records.

The above description is in accordance with a survey made of said premises by Lawrence E. Jackman, registered surveyor, and dated February 15, 1951.

EXCEPTING therefrom, however, .549 acres more or less, conveyed to The Newark Trust Company, Trustee, by Deed dated January 23, 1961 and of record in Volume 539, page 409 Deed Records of Licking County, Ohio.

PARCEL 2

Situate in the State of Ohio, County of Licking, and City of Heath, and being part of the Fourth Quarter, Township 2, Range 12, United States Military Lands.

Commencing at a concrete monument in the easterly right-of-way line of the Newark-Hebron Road, Ohio State Route #79, said concrete monument being north  $34^{\circ} 50'$  east, a distance of 1445.08 feet, and north  $89^{\circ} 56'$  west, a distance of 2095.40 feet, from a concrete monument in the westerly right-of-way line of The Baltimore and Ohio Railway Company (Shawnee Branch), and the point of commencement of the above mentioned tract conveyed by Edward Thomas, et al. to William W. Wehrle and August T. Wehrle, and shown of record in said Deed Book 186, pages 625-626; said concrete monument also being north  $1^{\circ} 17' 45''$  east, a distance of 1189.68 feet from a concrete monument in the northerly line of lands of which Aaron Zartman died seized, said lands now or formerly, being owned by Lydia (Zartman) Sachs, and in the southwesterly corner of the above mentioned tract conveyed by Edward Thomas, et al. to William W. Wehrle and August T. Wehrle; thence south  $89^{\circ} 56'$  east along the north line of the premises, the title to which was quieted in Rockwell Spring and Axle Company by the Common Pleas Court of Licking County, Ohio, in Cause No. 43262 entitled Sarah Jones Sexton, Plaintiff, vs. Rockwell Spring and Axle Company, et al., Defendants, 197.8 feet, more or less, to an iron pin, which iron pin is located in the southeasterly corner of the real estate, the title to which was quieted in New England Mutual Life Insurance Company in the last above mentioned suit, which iron pin in the place of beginning; thence south  $89^{\circ} 56'$  east, along the north line of the premises, the title to which was quieted in Rockwell Spring and Axle Company in the suit hereinbefore referred to, 1897.60 feet, more or less, to an iron pin, which iron pin is located in the easterly right-of-way line of The Baltimore and Ohio Railway Company, (Shawnee Branch) and is the northeasterly corner of the aforesaid real estate, title to which was quieted as above set forth in Rockwell Spring and Axle Company; thence north  $34^{\circ} 54'$  east along the east line of said Railway right-of-way 80.44 feet to an iron pin; thence north  $89^{\circ} 56'$  west 1896.61 feet to a point in a northerly extension of the easterly line of the real estate, the title to which was quieted in New England Mutual Life Insurance Company as aforesaid; thence south  $35^{\circ} 34'$  west along the east line of said New England Mutual Life Insurance Company real estate a distance of 81.16 feet to the place of beginning.

SUBJECT to all valid and existing zoning restrictions.

Being that real estate conveyed by John J. O'Neill Company to Rockwell Spring and Axle Company, now Rockwell International Corporation, the Grantor herein, by deed dated March 29, 1957, and recorded in Volume 493, page 561, of the Deed Records of Licking County, Ohio.

SUBJECT to what is known as the Hollax Ditch and Riley Street Storm and Sanitary Sewer, and reference being here had and made to the following, to-wit: Ordinance No. 3983 passed April 18, 1927, by the Council of the City of Newark, Ohio, and recorded in the First Volume of the Miscellaneous Records in the Office of the County Recorder of Licking County, Ohio, at page 594; Ordinance No. 3997 passed May 16, 1927, by the Council of the City of Newark, Ohio, and recorded at Page 595, of the First Volume of said Miscellaneous Records; and Agreement, relating to said Ditch and Sewer, between W. W. Wehrle and A. T. Wehrle and the City of Newark, Ohio, dated April 21, 1927, and recorded in Volume 5 at Page 183 of said Miscellaneous Records.

PARCEL 3

Situate in the State of Ohio, County of Licking, Township of Newark, City of Heath, being part of the Fourth Quarter of the second Township, Range 12 of the United States Military Lands. Being a 9.239 acre tract out of the Lydia Zartman Sachs property lying east and adjacent to State Route #79 in said Village of Heath, said 9.239 acre tract being more particularly described as follows: Beginning at an iron pin in the northerly line of said Lydia Zartman Sachs property, said iron pin being located south 89° 36' east, a distance of 314.70 feet from the northwesterly corner of said Lydia Zartman Sachs property, said iron pin being also the southwesterly corner of the Timken-Detroit Axle Company 47.09 acre tract as described in Deed Book 427, Page 403, Licking County Recorder's Office; thence south 89° 36' east, with the northerly line of said Lydia Zartman Sachs property, the southerly line of the said Timken-Detroit Axle Company 47.09 acre tract, a distance of 1297.58 feet to an iron pin in the north-easterly corner of the said Lydia Zartman Sachs property; thence south 0° 07' 30" east, with the easterly line of the said Lydia Zartman Sachs property, a distance of 16.84 feet to a point in the northwesterly right-of-way line of the Baltimore and Ohio Railroad; thence south 35° 17' west, with the northwesterly right-of-way line of the said Baltimore and Ohio Railroad Company, a distance of 728.99 feet to a point; thence north 54° 41' west, crossing the said Lydia Zartman Sachs property, a distance of 1074.19 feet to the place of beginning and containing 9.239 acres of land, more or less.

Being that 9.239 acre tract more or less conveyed by The Newark Trust Company, Trustee, to Rockwell-Standard Corporation by deed dated March 14, 1961, and of record in Volume 539, Page 407 Deed Records of Licking County, Ohio.

TOGETHER with the buildings and improvements thereon.

DESCRIPTION APPROVED	
TIM LOLLO	
LICKING COUNTY ENGINEER	
TAX MAP DRAWING NO.	APPROVED BY
<i>[Signature]</i>	<i>[Signature]</i>

(Parcel # 2 Fully Ho Heavens)  
CONDITIONAL APPROVE FOR THIS TRANSFER  
CORRECTION REQUIRED FOR NEXT TRANSFER  
TIM LOLLO, LICKING COUNTY ENGINEER  
(New known as City of Heath)

80192

RECEIVED FOR RECORD
PAID RECORDED
Original Record
854 Page 795
County Ohio
<i>[Handwritten notes]</i>

LEGAL DESCRIPTION  
OF A 17.672 ACRE PARCEL  
KIKI ANDROUTSOS  
November 16, 1999

Situated in the State of Ohio, County of Licking, City of Heath and being described as follows:

Being a part of Lot 5 in the Fourth Quarter of Township 2, Range 12, United States Military Lands and being a part of Parcel No. 28 conveyed to Gramatiki Kiki Androutsos as recorded in Official Record 49, Page 643 (page 656) of the Licking County Recorder's Office and being more particularly bounded and described as follows:

Beginning at an iron pin set at the southwesterly corner of Lot 23 of the Patmar Addition as recorded in Plat Book 6, Page 160, said point being in the northerly line of said Androutsos property, thence along the southerly line of said Patmar Addition and the northerly line of said Androutsos property, South 83 degrees 14 minutes 11 seconds East, 37.23 feet to a concrete monument found (disinbed), said point being the northeasterly corner of said Androutsos property and the northwesterly corner of the property conveyed to The Newark Telephone Company in Deed Book 770, Page 947;

Thence along the line between said Androutsos property and said Newark Telephone Company property, South 06 degrees 45 minutes 45 seconds West, 893.26 feet to an iron pin set, passing a concrete monument found at 724.60 feet;

Thence crossing said Androutsos property, North 83 degrees 14 minutes 15 seconds West, 981.99 feet to an iron pin set on the westerly line of said Androutsos property, said point being on the easterly line of the property conveyed to The Parkersburg Steel Company by Deed Book 786, Page 7, said point also being on the westerly line of said Lot 5;

Thence along the line between said Androutsos property and said Parkersburg Steel Company property, North 06 degrees 04 minutes 42 seconds East, 335.70 feet to a 1/2" rebar found at the northwesterly corner of said Androutsos property and the northeasterly corner of said Parkersburg Steel Company property, said point also being on the easterly line of the property conveyed to The Thomas J. Evans Foundation by Official Record 20, Page 734 (formerly the Baltimore & Ohio Railroad);

Thence along the line between said Androutsos property and said Thomas J. Evans Foundation property, North 41 degrees 30 minutes 44 seconds East, 668.04 feet to a 1/2" rebar found at the northwesterly corner of said Androutsos property and at the southwesterly corner of said Patmar Addition;

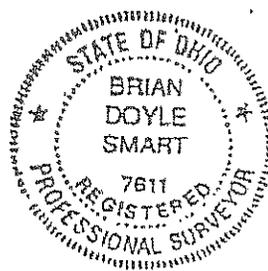
Thence along the northerly line of said Androutsos property and the southerly line of said Patmar Addition, South 84 degrees 06 minutes 51 seconds East, 568.06 feet to the True Point of Beginning, containing 17.672 Acres, more or less. Subject to any and all easements, rights of way, conditions and restrictions of record, all legal highways, zoning ordinances, rules and regulations. This description was prepared by Smart Engineering & Surveying, Inc. in November 1999, and is based upon actual field measurements. Bearings shown hereon are based upon the northerly right-of-way line of Hopewell Drive being South 66 degrees 52 minutes 15 seconds West, as shown on highway plans on file at the City of Heath.

There is an undefined easement 20.00 feet in width to be granted across the 18.000 acre split from the Androutsos property to provide access to the above described parcel.

*Brian D. Smart*

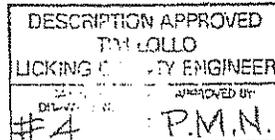
BRIAN D. SMART  
REG. SURVEYOR NO. 7611

PROJECTS\LEOALS\00694-b.doc



TRANSFERRED

Date August 22 2000  
*J. Terry Evans* cmj  
Licking County Auditor



SEC.319 FOR COMPLIED WITH  
J. TERRY EVANS, AUDITOR  
BY 1256.80 cmj

AmeriTitle Newark Box  
N00333S

**GENERAL WARRANTY DEED**

Instr: 200008220025329 08/22/2000  
Pages: 2 Fee: \$14.00 3:47PM  
Party Library T200008025329  
Licking County Recorder BXAMERITTT

Return to AmeriTitle Box

Gramatiki Kiki Androustos aka Kiki Androustos, an unmarried woman, of Licking County, State of Ohio for valuable consideration paid, GRANT(S), with general warranty covenants to ArvinMeritor, Inc., an Indiana corporation, the following Real Property:

SEE EXHIBIT "A" FOR A MORE COMPLETE LEGAL DESCRIPTION.

Parcel No.: 30-087762-00.000

Property Address: 17.672 acres/Hopewell Drive Heath, OH 43056

The general warranty covenants are subject to: a) Unpaid taxes and special assessments, if any, all of which the Grantee herein assumes and agrees to pay as further consideration for this conveyance; b) Conditions, Covenants, legal highways, restrictions and easements of record.

Prior Instrument: Official Record Volume 49, Page 655, Recorder's Office, Licking County, Ohio.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

Melanie J. Trislas  
(witness)

Kiki Androustos  
(grantor) Gramatiki Kiki Androustos  
aka Kiki Androustos

Melanie J. Trislas  
(print name)

Michael Babwahiskagh  
(witness) MICHAEL BABWAHISKAGH

(print name) STATE OF OHIO  
OFFICE OF ATTORNEY  
GENERAL  
RECEIVED OF THE  
SECRETARY OF STATE  
STATE OF OHIO

~~STATE OF OHIO, COUNTY OF Licking, SS:~~

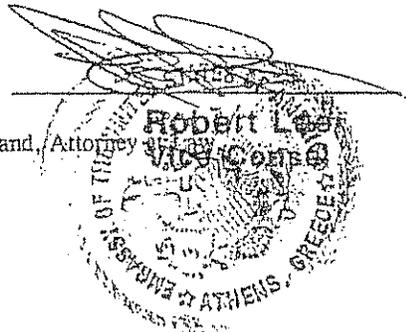
Be It Remembered, that on this 21st day of July, 2000, before me, the Subscriber, a notary public in and for said County, personally came the GRANTOR(S), Gramatiki Kiki Androustos aka Kiki Androustos who acknowledged the signing of this DEED and that the signing was her voluntary act and deed for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

NOTARY PUBLIC:

This Instrument was prepared by J. Drew McFarland, Attorney

(Statutory Form - O.R.C. 5302.05 & 06)



This document consists of 2 Pages.



