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Transportation only
S.2A

Deed BCA-RICK-63-02-0201
Rickenbacker 188 & 600 FAA PBT

Instr: 200208270210643 08/27/2002
Pages: 20 F: \$66.00 9:01AM
Robert G. Montgomery T200208263
Franklin County Recorder MLRICKENBA

DEED

1. PARTIES

THIS DEED is made and entered into this 13th day of February, 2002, by and between the UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force (the "Grantor"), under and pursuant to the powers and authority of Article 4, Section 3, Clause 2 of the Constitution of the United States; the provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (63 Stat. 377)(40 U.S.C. § 471, et seq.) as amended, and the regulations and orders promulgated thereunder; the Surplus Property Act of 1944 (Ch 479, 58 Stat. 765)(50 U.S.C. App. § 1622(g) as amended, repealed and recodified without substantive change at 49 U.S.C. § 47151, et seq., July 5, 1994, P.L. 103-272 §1(e)) and the regulations and orders promulgated thereunder and contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder, and the Rickenbacker Port Authority (the "Grantee"), a port authority created and existing under Chapter 4582 of the Ohio Revised Code, whose tax mailing address is 7400 Alum Creek Drive, Columbus, Ohio 43217-1232. (When used in this Deed, unless the context specifies otherwise, "Grantor" includes the assigns of the Grantor, and "Grantee" shall include the successors and assigns of the Grantee. "Administrator" includes the Administrator of the Federal Aviation Administration (the "FAA") and his or her successors in office and any successor in function.

2. CONSIDERATION AND CONVEYANCE

KNOW ALL MEN BY THESE PRESENTS, that the Grantor, in consideration of the assumption by the Grantee of all the obligations and its agreement to abide by and take subject to certain reservations, covenants, restrictions and conditions, all as hereinafter set out in this Deed, does hereby remise, release, and forever quitclaim to the Grantee the following described premises consisting of approximately 6.847-acres of land, in the County of Franklin, and State of Ohio, and all the estate, title, and interest of the Grantor, either in law or in equity, of, in, and to the same premises described as Parcel D2.4, and Parcel Well Site No. 5, as set forth in Exhibit A to this Deed.

CONVEYANCE TAX
EXEMPT
A [Signature] SBC
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

2098
TRANSFERRED
AUG 27 2002
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

3. APPURTENANCES AND HABENDUM

TOGETHER WITH all the privileges and appurtenances to the same belonging, and all the rents, issues, and profits thereof (which, together with the premises above described, is called the "Property" in this Deed). To have and to hold the same to the only proper use of the Grantee forever.

4. RESERVATIONS

Grantor reserves a non-exclusive general easement in, under, and over the Property for the following purposes:

- a) To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings, and other activities related to the Installation Restoration Program (IRP).
- b) To inspect field activities of the Grantor and its contractors and subcontractors in implementing the IRP.
- c) To conduct any test or survey required by the EPA or the State relating to the implementation of the IRP, or environmental conditions on the Property, or to verify any data submitted to the EPA or the State by the Grantor relating to such conditions.
- d) To conduct, operate, maintain, or undertake any other response, corrective, or remedial action as required or necessary under the IRP, or the covenant of the Grantor in Section 6 (c) of this Deed including, but not limited to, the installation of monitoring wells, pumping wells, and treatment facilities.
- e) The Grantor shall promptly restore the response, corrective, remedial action, or IRP area as nearly as possible to the condition which existed immediately prior to such investigation.

5. CONDITIONS

- a) The Grantee agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances, whether or not of record.
- b) The Grantee acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed, "as is," "where is," without any representation, promise, agreement, or warranty on the part of the Grantor regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs, or additions, other than representation as to existing environmental contamination in need of restoration pursuant to Federal and State laws and regulations and/or the IRP. The Grantee further acknowledges that the Grantor shall not be

liable for any latent or patent defects in the Property, except to the extent stated above or required by applicable law.

6. COVENANTS

a) Asbestos-Containing Materials ("ACM"). The Grantee is warned that the Property may be improved with buildings, facilities, and equipment that may contain ACM. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable Federal, State, and local laws relating to asbestos. The Grantee acknowledges that the Grantor assumes no liability for damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

b) Non-Discrimination. The Grantee covenants not to discriminate upon the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is on premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

c) Grantor Covenant. In the area described as Parcel D2.4, pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9620(h)(3)), the following is notice of hazardous substances on the Property and the description of remedial action taken concerning the Property:

(i) The Grantor has made a complete search of its files and records. Exhibit B contains a table with the name of hazardous substances stored for one year or more, or known to have been released or disposed of, on the Property; the quantity in kilograms and pounds of the hazardous substance stored for one year or more, or known to have been released, or disposed of on the Property; and the date(s) that such storage, release, or disposal took place.

(ii) The Property contains some contamination by hazardous substances, but all contamination is below action levels for commercial/industrial (aviation) reuse. All IRP sites and Areas of Concerns (AOC) located on the Property have been closed. No remedial actions were necessary, or were taken on the Property regarding the hazardous substances contained in Exhibit B.

(iii) The United States covenants and warrants that all remedial action necessary to protect human health and the environment with respect to hazardous substances remaining on the Property has been taken before the date of this Deed, and any

additional remedial action found to be necessary after the date of this Deed for contamination on the Property existing prior to the date of this Deed shall be conducted by the United States. The foregoing covenant shall not apply in any case in which the grantee of the Property, or any part thereof, is a potentially responsible party with respect to the Property before the date on which any grantee acquired an interest in the Property, or is a potentially responsible party as a result of an act or omission affecting the Property.

d) Grantor Covenant. With regard to Parcel Well Site No. 5, the United States covenants and warrants that any response action or corrective action necessary after the date of this deed for contamination existing on the Property prior to the date of this deed shall be conducted by the United States pursuant to Section 120(h)(4) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9620(h)(4)).

e) Hazards to Air Navigation. Prior to commencing any construction on, or alteration of, the Property, the Grantee covenants to comply with 14 C.F.R. Part 77 entitled "Objects Affecting Navigable Air Space," or under the authority of the Federal Aviation Act of 1958, as amended.

7. The Grantee agrees to accept the Property subject to the following restrictive covenants set forth in subparagraph (a) and (b) of this paragraph, which shall run with the land:

a) That, except as provided in subparagraph (a) of numbered paragraph 8, the Property shall be used for public Airport purposes for the use and benefit of the public, on reasonable terms and without unjust discrimination and without grant or exercise for any exclusive right for use of the Airport within the meaning of the term "exclusive right" as used in subparagraph (c) of the numbered paragraph 8. As used in this instrument, the term "Airport" shall be deemed to include all land, buildings, structures, improvements, and equipment used for public Airport purposes.

b) That, except as provided in subparagraph (a) of the numbered paragraph 8, the entire landing area, as defined in Section 101 of the Federal Aviation Act of 1958, as amended, repealed and recodified without substantive change at 49 U.S.C. § 40102, et seq., as amended, and Federal Aviation Regulations pertaining thereto, and all structures, improvements, facilities and equipment in which this Deed transfers any interest shall be maintained for the use and benefit of the public at all times in safe and serviceable condition, to assure its efficient operation and use, provided, however, that such maintenance shall be required as to structures, improvements, and equipment only during the useful life thereof, as determined by the FAA. In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities or equipment, they may be procured by demolition of other structures, improvements, facilities or equipment transferred hereby and located on the above land which have outlived their use as Airport Property in the opinion of the Administrator. Notwithstanding any other provision of this instrument: (i) with the prior written approval of the FAA, the Grantee may close or otherwise limit use or access to any portion of the Airport that it deems appropriate if such closure or use limitation

Does not include the industrial + commercial language

is related to Airport operating considerations or is based upon insufficient demand for such portion of the Airport; and (ii) with respect to any such portion of the Airport, the Grantee shall be under no obligation to maintain the same other than as may be required to maintain adequate public safety conditions. The term "Airport purposes" as used in this Deed shall have the same meaning as that ascribed to the term under 14 C.F.R. § 154.1(d) and shall include the use of Property to produce sources of revenue from non-aviation business at the Airport.

8. The Grantee also assumes the obligation of, covenants to abide by and agree to, and this conveyance is made subject to, the following reservations and restrictions set forth in subparagraphs (a) to (o), inclusive, of this paragraph, which shall run with the land, provided, that the Property may be successively transferred only with the proviso that any such subsequent transferee assumes all the obligations imposed upon the Grantee by the provisions of this instrument.

a) The Property shall be not be used, leased, sold, salvaged, or disposed of by the Grantee for other than the Airport purposes without the written consent of the Administrator. The "Property" as used in this Deed includes revenues or proceeds derived therefrom.

b) Property transferred for the development, improvement, operation or maintenance of the Airport shall be used and maintained for the use and benefit of the public on fair and reasonable terms, without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect) the Grantee specifically agrees:

(i) That it will keep the Airport open to all types, kinds, and classes of aeronautical use on reasonable terms without unjust discrimination to any person, firm, or corporation to conduct or engage in any aeronautical activity or furnish services to the public, provided, that the Grantee may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Grantee may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public.

(ii) That in its operation of facilities on the Airport, neither it nor any person or organization occupying space or facilities thereupon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of any of the facilities provided for the public on the Airport.

(iii) That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Grantee will insert and enforce provisions requiring:

A) the furnishing of said service on a fair, equal and not unjustly discriminatory basis to all users thereof, and

B) the charging of fair, reasonable, and not unjustly discriminatory prices for each unit for service, provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

(iv) That the Grantee will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services, on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform.

(v) That in the event the Grantee itself exercises any of the rights and privileges referred to in subsection (iii) above the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Grantee under the provisions of such subsection (iii) of this paragraph 8(b).

c) The Grantee will not grant or permit any exclusive right for the use of the Airport at which the Property described herein is located which is forbidden by Section 308 of the Federal Aviation Act of 1958, now as codified at 49 U.S.C. § 40103, as amended, by any person or persons to the exclusion of others in the same class and will otherwise comply with all applicable laws. In furtherance of this covenant (but without limiting its general applicability and effect), the Grantee specifically agrees that, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right to conduct any aeronautical activity on the Airport including but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which, because of their direct relationship to the operation of aircraft, can be regarded as an aeronautical activity. The Grantee further agrees that it will terminate as soon as possible and no later than the earliest renewal, cancellation, or expiration date applicable thereto, any exclusive right existing at any Airport owned or controlled by the Grantee or hereafter acquired and that, thereafter, no such right shall be granted. However, nothing contained herein shall be construed to prohibit the granting or exercise of or exclusive right for the furnishing of non-aviation products and supplies or any services of a non-aeronautical nature or to obligate the Grantee to furnish any particular non-aeronautical service at the Airport.

d) The Grantee shall insofar as it is within its powers and to the extent reasonable, adequately clear and protect the aerial approach to the Airport. The Grantee will, either by the acquisition and retention of easements or other interests in or rights for the use of land airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the Federal Aviation Regulations, as

applicable, according to the currently approved Airport layout plan. In addition, the Grantee will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Grantee has acquired, or may hereafter acquire, Property interest permitting it to so control the use made of the surface of the land. Insofar as is within its power and to the extent reasonable, the Grantee will take action to restrict the use of the land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal Airport operations including landing and takeoff at the Airport.

e) The Grantee will operate and maintain in a safe and serviceable condition, as deemed reasonably necessary by the Administrator of the FAA, the Airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport other than facilities owned or controlled by the United States and will not permit any activity thereon which would interfere with its use for Airport purposes; provided that nothing contained herein shall be construed to require:

(i) that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation,

(ii) periods of maintenance; or

(iii) the repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Grantee.

f) The Grantee will make available all facilities of the Airport at which the Property described herein is located or developed with Federal aid and all those usable for the landing and taking off of aircraft to the United States at all times, without charge, for use by aircraft of any agency of the United States in common with other aircraft, except that if the use by aircraft of any agency of the United States in common with other aircraft, is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged; and, unless otherwise determined by the FAA, or otherwise agreed to by the Grantee and the using Federal agency, substantial use of an Airport by United States aircraft will be considered to exist when the operations of such aircraft are excess of those which, in the opinion of the FAA, would unduly interfere with use of the landing area by other authorized aircraft or during any calendar month that:

(i) either five (5) or more aircraft of any agency of the United States are regularly based at the Airport or on land adjacent thereto, or

(ii) the total number of movements (counting each landing as a movement and each take-off as a movement) of aircraft of any agency of the United States is 300 or more per calendar year, or

(iii) the gross accumulative weight of aircraft of any agency of the United States using the Airport (the total improvements of such Federal aircraft multiplied by the gross certified weights thereof) is in excess of five million pounds.

g) During any national emergency declared by the President of the United States of America or the Congress thereof, including any existing national emergency, the Government shall have the right to make exclusive or nonexclusive use and have exclusive or nonexclusive control and possession without charge, of the Airport, or of such portion thereof as it may desire; provided, however, that the Government shall be responsible for the entire cost of maintaining such part of the Airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession, or control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such Property as it may use nonexclusively or over which it may have nonexclusive control and possession; provided further, that the Government shall pay a fair rental for its use, control, or possession, exclusively or nonexclusively, of any improvement to the Airport made without United States aid and never owned by the United States.

h) Except for certain environmental obligations retained by the Grantor under 42 U.S.C. § 9620(h) as herein above addressed, the Grantee does hereby release the Grantor, and will take whatever action may be required by the Administrator of the FAA to assure the complete release of the Grantor from any and all liability the Grantor may be under for restoration or other damage under any lease or other agreement covering the use by the Grantor of the Airport, or part thereof, owned, controlled or operated by the Grantee prior to the date of this Deed, upon which, or in connection with which any Property transferred by this instrument was located or used.

i) Whenever so requested by the FAA, Grantee will furnish without cost to the Federal Government, for construction, operation and maintenance of facilities for air traffic control activities, or weather reporting activities, or communication activities related to air traffic control, such areas of the Property described herein or rights in buildings on the Airport at which the Property described herein is located, as the FAA may consider necessary or desirable for construction at Federal expense of space or facilities for such purposes, and the Grantee will make available such areas or any portion thereof for the purposes provided herein within four months after receipt of written request from the FAA, if such are or will be available.

j) The Grantee will:

(i) furnish the FAA with annual or special Airport financial and operational reports as may be reasonably requested using either forms furnished by the FAA or in such manner as it elects so long as the essential data are furnished; and

(ii) upon reasonable request of the FAA, make available for inspection by any duly authorized representative of the FAA the Airport at which the Property described herein is located, and all Airport records and documents affecting the Airport,

including deeds, leases, operation and use agreements, regulations, and other instruments and will furnish to the FAA a true copy of any such document which may be reasonably requested.

k) The Grantee will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform or comply with any or all of the covenants and conditions set forth herein unless, by such transaction, the obligation to perform or comply with all such covenants and conditions is assumed by another public agency found by the FAA to be eligible as a public agency as defined in the Airport and Airway Development Act of 1970, as amended, to assume such obligation and have the power, authority, and financial resources to carry out all such obligations and, if an arrangement is made for management or operation of the Airport by any agency or person other than the party of the second part, it will reserve sufficient rights and authority to ensure that such Airport will be operated and maintained in accordance with these covenants and conditions, any applicable Federal statute, and the Federal Aviation Regulations.

l) The Grantee will keep up to date at all times an Airport layout map of the Airport at which the Property described herein is located showing:

(i) the boundaries of the Airport and all proposed additions thereto, together with the boundaries of all off-site areas owned or controlled by the Grantee for Airport purposes and proposed additions thereto;

(ii) the location and nature of all existing and proposed Airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing Airport facilities; and

(iii) the location of all existing and proposed non-aviation areas and of all existing improvements thereon and uses made thereof. Such Airport layout map and each amendment, revision, or modification thereof, shall be subject to the approval of the FAA, which approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of the Airport layout map, and the Grantee will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the Airport layout map as so approved by the FAA, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

m) If at any time it is determined by the FAA that there is any outstanding right or claim of right in or to the Airport Property, described herein, the existence of which creates an undue risk of interference with the operation of the Airport or the performance of compliance with covenants and conditions set forth herein, the Grantee will acquire, extinguish, or modify such right or claim of right in a manner acceptable to the FAA.

n) In the event that any of the aforesaid terms, conditions, reservations, or restrictions are not met, observed, or complied with by the Grantee or any subsequent transferee, whether caused by the legal inability of said Grantee or subsequent transferee to perform any of the

obligations herein set out, or otherwise, all title, right of possession and all other rights transferred by this instrument to the Grantee, of the Property, or any portion thereof, shall, at the option of the Grantor, revert to the Grantor in its then existing condition sixty (60) days following the date upon which demand to this effect is made in writing by the Administrator unless within such sixty (60) days such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed, or complied with, in which event said reversion shall not occur and title, right of possession, and all other rights transferred hereby, except such, if any, as shall have previously reverted, shall remain vested in the Grantee.

o) If the construction as covenants of any of the foregoing reservations and restrictions recited herein as covenants or the application of the same as covenants in any particular instance is held invalid, the particular reservations or restrictions in question shall be construed instead as merely conditions upon the breach of which the Grantor may exercise its option to cause the title, interest, right of possession, and all other rights transferred to the Grantee, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

9. By acceptance of this Deed, Grantee warrants that no person or agency has been employed or retained to solicit or secure Grantor's execution of this Deed upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except bona fide employees or bona fide commercial agencies maintained by the Grantee for the purpose of doing business. For breach or violation of this warranty, the Grantor shall have the right to annul this Deed without liability, or in its discretion to require Grantee to pay to it the full amount of such commission, percentage, brokerage, or contingent fee.

10. No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this agreement or benefits formed by Grantor's execution of this Deed or any benefit that may arise therefrom, but this provision shall not be construed to extend to such agreement if made with a corporation for its general benefit.

11. The Grantee covenants and agrees, that:

a) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee will comply with, all requirements imposed by or pursuant to the regulations of the Department of Transportation as in effect on the date of this Deed (49 C.F.R. Part 21) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended;

b) this covenant shall be subject in all respects to the provisions of said regulations;

c) the Grantee will promptly take and continue to take such action as may be necessary to effectuate this covenant;

d) the Grantor have the right to seek judicial enforcement of this covenant; and

e) the Grantee, its successors and assigns, will:

(i) obtain from any person (any legal entity) who, through contractual or other arrangements with the Grantee is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee by this covenant; and

(ii) furnish the original of such agreement to the Administrator of the FAA upon his request; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee.

12. MISCELLANEOUS. Each covenant of this Deed shall be deemed to "touch and concern the land" and shall "run with the land."

13. LIST OF EXHIBITS. The following Exhibits are attached to and made a part of this Deed:

Exhibit A - Property Description

Exhibit B - Notice of Hazardous Substances

(Balance of Page Intentionally Left Blank)

EXHIBIT A

PROPERTY DESCRIPTION

TRANSFER PARCEL D 2.4

Situate in the State of Ohio, County of Franklin, Madison Township, lying in Southwest Quarter of Section 5 and Northwest Quarter of Section 8, Township 10, Range 21, Matthew's Survey of the Congress Lands, being a part of the tract of land as conveyed to United States of America, records herein of the Recorder's Office, Franklin County, Ohio, being more particularly described as follows:

Begin for Reference, at an angle point in the westerly line of Parcel "A" as conveyed to Rickenbacker Port Authority by deed of record in Official Record 04117, Page A-01, being a line common with a 1012.056 acre tract conveyed to Rickenbacker Port Authority by deed of record in Instrument Number 199906300165980;

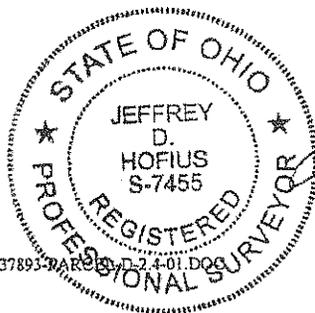
Thence South 45° 18' 00" West, a distance of 1169.25 feet, along the line common to said Parcel "A" and 1012.056 acre tract to a point;

Thence South 44° 42' 00" East, a distance of 320.00 feet, across said Parcel "A" to an iron pin set at the northwest corner of said United States of America property and being the Point of True Beginning, for the herein described tract;

Thence the following four (4) courses and distances along the said United States of America property:

1. South 86° 00' 00" East, a distance of 700.00 feet, to an iron pin set;
2. South 04° 00' 00" West, a distance of 420.00 feet, to an iron pin set;
3. North 86° 00' 00" West, a distance of 700.00 feet, to an iron pin set;
4. North 04° 00' 00" East, a distance of 420.00 feet, to the Point of True Beginning, containing 6.749 acres, more or less, and being subject to all easements and restrictions of record.

The bearings shown are based on the grid bearing of South 86° 13' 48" East from the Ohio Coordinate System, South Zone, NAD 83, as determined by field measurement between Franklin County Engineer's Monuments 9958 and 9962.



R.D. ZANDE & ASSOCIATES, INC.

Jeffrey D. Hofius 06/22/02
 Jeffrey D. Hofius, P. S. Date
 Registered Surveyor No. 7455

85106600
 Split 6.749 Ac.
 out of
 (180)
 000170

WELL SITE NO. 5

Situate in the State of Ohio, County of Franklin, City of Columbus, lying in Northeast Quarter of Section 1, Township 3, Range 22, Matthew's Survey of the Congress Lands, being Well Site No. 5 as conveyed to United States of America by a deed of record in Deed Book 1206, Page 321, all records herein of the Recorder's Office, Franklin County, Ohio, said Well Site No. 5 being more particularly described as follows:

Begin for Reference, at the southwest corner of John Glenn Avenue as shown on the plat of "Dedication of John Glenn Avenue and Alan Schwartzwalder Street", of record in Plat Book 76, Page 45, and being in the westerly line of Parcel "C" as conveyed to Rickenbacker Port Authority by deed of record in Official Record 04117, Page A-01;

Thence South 03° 48' 36" West, a distance of 643.97 feet, along the said westerly line of Parcel "C" being a line common to a 102.4807 acre tract conveyed to Peter H. McCann, Tr. by a deed of record in Official Record 31636, Page B-18, to an iron pin at the common corner of said 102.4807 acre tract and Well Site No. 5, and being **Point of True Beginning**, for the herein described tract;

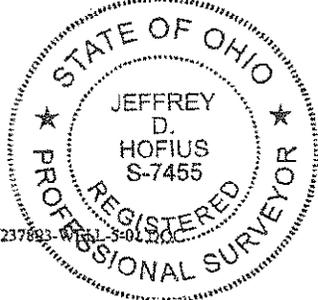
Thence South 03° 48' 36" West, a distance of 40.00 feet, continuing along the said westerly line along "Parcel C" to an iron pin;

Thence the following two (2) courses and distances along the lines of the said United States of America Well Site No. 5 property:

1. North 86° 14' 18" West, a distance of 105.59 feet, to an iron pin;
2. North 03° 45' 42" East, a distance of 40.00 feet, to an iron pin in a southerly line of said 102.4807 acre tract;

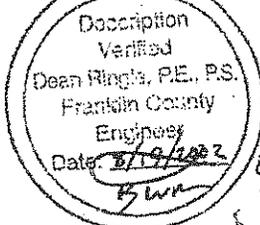
Thence South 86° 14' 18" East, a distance of 105.63 feet, along the line common to said 102.4807 and Well Site No. 5 to the **Point Of True Beginning**, containing 0.097 acres, more or less.

The bearings shown are based on the grid bearing of South 86° 13' 48" East from the Ohio Coordinate System, South Zone, NAD 83, as determined by field measurement between Franklin County Engineer's Monuments 9958 and 9962.

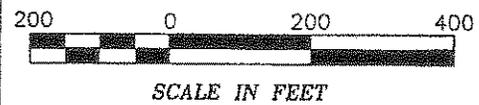
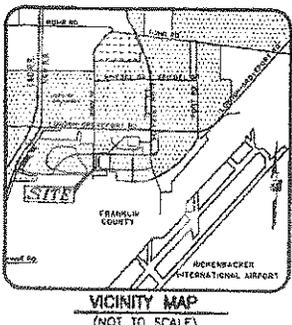
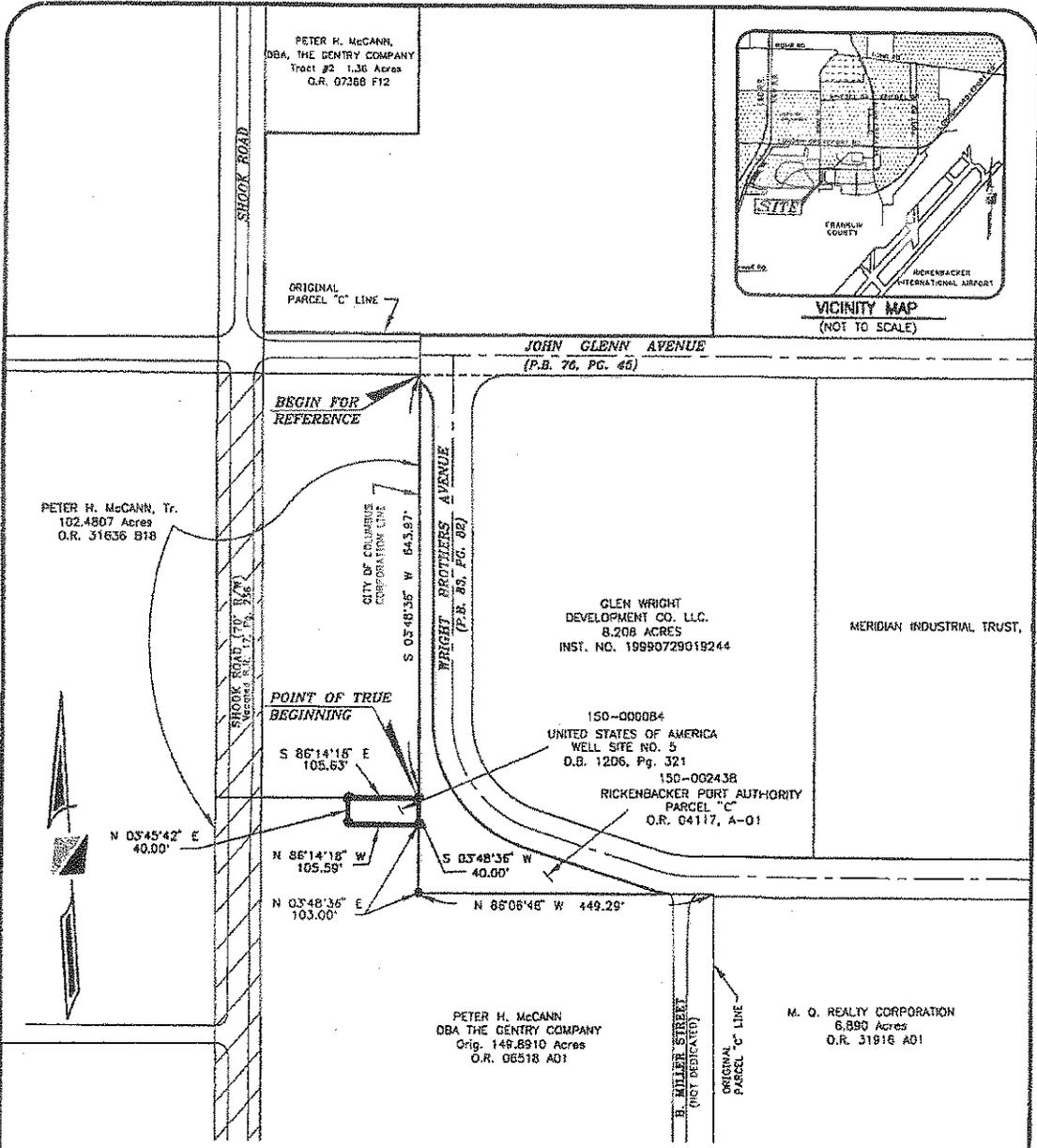


R.D. ZANDE & ASSOCIATES, INC.

Jeffrey D. Hofius 08/10/02
 Jeffrey D. Hofius, P. S.
 Registered Surveyor No. 7455 Date 84356650



Description
 Verified
 Dean Ringler, P.E., P.S.
 Franklin County
 Engineer
 Date: 8/19/2002
 8/27/02 (150)
 31 84



BASIS OF BEARINGS:
THE BEARINGS SHOWN HEREON ARE BASED ON THE GRID BEARING OF SOUTH 86°13' 48" EAST FROM THE OHIO COORDINATE SYSTEM, SOUTH ZONE, NAD 83, AS DETERMINED BY FIELD MEASUREMENT BETWEEN FRANKLIN COUNTY ENGINEER'S MONUMENTS 9958 AND 9962.

EXHIBIT OF
WELL SITE NO. 5
0.097 ACRES

LYING IN
NE. QTR. SECTION 1, TOWNSHIP 3, RANGE 22
MATTHEW'S SURVEY
CONGRESS LANDS
CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO

SCALE: 1 INCH = 200 FEET

PREPARED BY:
R.D.Zande & Associates
1237 DUBLIN ROAD
COLUMBUS, OHIO 43216



R. D. ZANDE & ASSOCIATES, INC.

Jeffrey D. Hofius 08/01/02
JEFFREY D. HOFIUS DATE
REGISTERED SURVEYOR NO. 7455

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EXHIBIT B
NOTICE OF HAZARDOUS
SUBSTANCES

EXHIBIT B
NOTICE OF HAZARDOUS SUBSTANCES RELEASE

Notice is hereby provided that the information set out below from the Basewide EBS and its Supplement provide notice of hazardous substances that are known to have been released in the area described as Waste Water Treatment Plant, Building 600 (Exhibit A-1), Rickenbacker Air National Guard Base, Ohio and the dates that such release took place. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund") 42 U.S.C. section 9620(h).

Substance	IRP/AOC sites	CAS Registry Number	Quantity Kg/pounds	Date	Hazardous Waste ID Number (if applicable)	Action Taken*
Chromium	AOC-Facs. 600,711,740	7440473	Unknown	Unknown	N/A	NFA
Copper	AOC-Facs. 600,711,740	7440508	Unknown	Unknown	N/A	NFA
Lead	AOC-Facs. 600,740	7439921	Unknown	Unknown	N/A	NFA
Zinc	AOC-Facs. 600,711,740, Munitions Ditch	7440666	Unknown	Unknown	N/A	NFA
Arsenic	AOC-Facs. 600,711,740	7440382	Unknown	Unknown	N/A	NFA
Mercury	IRP-WP-24; AOC-Facs. 600,740	7439976	Unknown	Unknown	N/A	NFA
Cadmium	AOC-Facs. 600,740	7440439	Unknown	Unknown	N/A	NFA
Di-n-butylphthalate (SVOC)	IRP-WP-24; AOC-Facs. 600,711	84742	Unknown	Unknown	N/A	NFA
Bis-2-ethylhexylphthalate (SVOC)	AOC-Facs. 600,711,740	117817	Unknown	Unknown	N/A	NFA

Additional information on these sites and AOCs can be found in IRP documents located at the AFBCA office at RANGB (AFBCA/DB Rickenbacker).

*NFA - No Further Action is required per the No Further Response Action Planned decision document for each IRP/AOC site signed by USEPA, Ohio EPA, and AFBCA.