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Commercial  
Industrial  
Transportation  
D.B.A.

Deed RPA-RICK-63-05-0101  
Rickenbacker 47 Acre FAA PBT  
Buildings 901, 902, 904, 905, 907 & 908

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03/22/2006 12:06PM HRC  
Robert G. Montgomery  
Franklin County Recorder

**QUITCLAIM DEED**

1. PARTIES

THIS DEED is made and entered into this 16<sup>th</sup> day of May, 2005, 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 Defense Base Closure and Realignment Act of 1990, (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder, and Columbus Regional Airport Authority (the "Grantee"), a port authority created and existing under Chapter 4582 of the Ohio Revised Code, whose tax mailing address is 4600 International Gateway, Columbus, Ohio 43219. (When used in this Deed, unless the context specifies otherwise, "Grantor" includes the assigns of the Grantor and "Air Force" includes any successor entity to the Department of the Air Force or any successor to the Secretary of the Air Force, 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.)

WHEREAS, by deed dated the 30<sup>th</sup> day of March, 1984 ("1984 Deed"), and recorded in the deed records of the Franklin County Recorder's Office on the 17<sup>th</sup> day of April, 1984, at Volume 04117, Page A01, the Grantor did GRANT, BARGAIN, SELL, ALIEN, and CONVEY unto the Rickenbacker Port Authority certain real property described in Exhibit A of the 1984 Deed; and

TRANSFERRED

MAR 22 2006

JOSEPH W. TESTA  
AUDITOR  
FRANKLIN COUNTY, OHIO

903582  
CONVEYANCE TAX  
EXEMPT  
A SELLER  
JOSEPH W. TESTA  
FRANKLIN COUNTY AUDITOR

WHEREAS, that instrument was subject to certain terms and conditions, all of which are correctly and completely detailed in that instrument EXCEPT that portions of the 1,843 acres of real property described in the 1984 Deed have since been resurveyed using the standard of State Plain Coordinates that has resulted in the same real property being described using slightly different bearings, distances, and coordinates; and

WHEREAS, the real property was resurveyed by Rickenbacker Port Authority to effect the conveyance by deed on the 31<sup>st</sup> day of December, 2002 ("2002 Deed"), and recorded in the deed records of the Franklin County Recorder's Office on the 2<sup>nd</sup> day of January, 2003, Instrument number 200301010000763, of the same real property to the Columbus Regional Airport Authority; and

WHEREAS, portions of the real property conveyed in the 1984 Deed, and subsequently the 2002 Deed, are contiguous to portions of the real property conveyed in this Deed; and

WHEREAS, the intent of the parties was clear, fixed, and ascertainable prior to the execution of the 1984 Deed and the 2002 Deed; and

WHEREAS, the parties mutually desire that the record be clear, complete, and unambiguous,

NOW THEREFORE, in consideration of ONE DOLLAR (\$1.00) to it paid by the Grantee, the receipt of which is hereby acknowledged, and in the mutual benefit accruing to the interests of the parties, the Grantor and the Grantee agree that the real property described in the 2002 Deed fully and accurately describes the real property conveyed in the 1984 Deed, and that where necessary, the real property descriptions used in the 2002 Deed will be incorporated into this Deed.

## 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: Parcel D3.A approximately 41.463 acres, and Parcel D3A (Transmitter Site) approximately 5.670 acres, with improvements comprising a total of approximately 47.133 acres, of land, located in the County of Franklin, 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 as set forth in Exhibit A to this Deed.

## 3. APPURTENANCES AND HABENDUM

Together with all the buildings and improvements erected thereon, except for monitoring wells, treatment wells, and treatment facilities and related piping, and all and singular the tenements, hereditaments, appurtenances, and improvements hereunto belonging, or in any wise

appertaining (which, together with the real property 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

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

4.1. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings, and other activities related to the IRP.

4.2. To inspect field activities of the Grantor and its contractors and subcontractors in implementing the IRP.

4.3. To conduct any test or survey required by the Environmental Protection Agency (EPA) or the Ohio Environmental Protection Agency (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.

4.4. To conduct, operate, maintain, or undertake any other response, corrective, or remedial action as required or necessary under the IRP, if applicable, or the covenant of the Grantor in Section 6.2. of this Deed including, but not limited to, the installation of monitoring wells, pumping wells, and treatment facilities.

4.5. 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

5.1 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.

5.2 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

### 6.1. Notice Only Covenants

#### (a) General Lead-Based Paint and Lead-Based Paint-Containing Materials and Debris (collectively "LBP")

(i) Lead-based paint was commonly used prior to 1978 and may be located on the Property. The Grantee is advised to exercise caution during any use of the Property that may result in exposure to LBP.

(ii) The Grantee covenants and agrees that in its use and occupancy of the Property, the Grantee is solely responsible for managing LBP, including LBP in soils, in accordance with all applicable Federal, State, and local laws and regulations. The Grantee acknowledges that the Grantor assumes no liability for property damages or 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, contact, disposition, or other activity involving LBP on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured. The Grantee further agrees to notify the Grantor promptly of any discovery of LBP in soils that appears to be the result of Grantor activities and that is found at concentrations that may require remediation. The Grantor hereby reserves the right, in its sole discretion, to undertake an investigation and conduct any remedial action that it determines is necessary.

(b) Asbestos-Containing Materials ("ACM"). The Grantee is warned that the Property may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, 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 is cautioned to use due care during property development activities that may uncover pipelines or other buried ACM. The Grantee covenants and agrees that it will notify the Grantor promptly of any potentially friable ACM that constitutes a release under the federal Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 - 9675). The Grantor's responsibility under this deed for friable ACM is limited to friable ACM in demolition debris associated with past Air Force activities and is limited to the actions, if any, to be taken in accordance with the covenant contained in Section 6.2. herein. The Grantee is warned that the Grantor will not be responsible for removing or responding to ACM in or on utility pipelines. The Grantee acknowledges that the Grantor assumes no liability for property damages or 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.

6.2. Grantor Covenant. Pursuant to section 120(h)(3)(A)(i) of CERCLA, the following is notice of hazardous substances on the Property, and a description of remedial action concerning the Property.

(a) 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) on which such storage, release, or disposal took place.

(b) A description of the remedial action(s) taken by the Grantor on the Property regarding hazardous substances is contained in Exhibit B.

(c) Pursuant to section 120(h)(3)(A)(ii) of CERCLA, the United States covenants and warrants:

(i) 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

(ii) 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 will be conducted by the United States.

The obligation of the United States under this warranty does not include response actions required by an act or omission of the Grantee that either (a) introduces new or additional contamination, or (b) increases the cost of the required response action by improperly managing any CERCLA contamination present on the Property on the date of this Deed from the United States. For the purposes of this warranty, the phrase "remedial action found to be necessary" does not include any performance by the United States, or payment to the Grantee from the United States, for (a) additional remedial action that is required to facilitate use of the Property by the Grantee in a manner that is inconsistent with restrictions set forth in section 8.1 of this Deed, as may be modified or released, or (b) disposal of soils that do not require response actions if left in place, but must be disposed of when disturbed.

(d) The United States has reserved access to the Property in the Reservation section of this deed in order to perform any remedial or corrective action as required by CERCLA section 120(h)(3)(A)(ii).

6.3. 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. pt 77 entitled "Objects Affecting Navigable Air Space," or under the authority of the Federal Aviation Act of 1958, as amended.

6.4. Notice to all Grantees. The Grantee is warned that there are four existing above ground storage tanks, and one septic tank located on the Property. The Grantee will be

responsible for complying with all applicable Federal, State, and local laws relating to the use, discharge, and maintenance of the tanks.

7. The Grantee agrees to accept the Property subject to the following covenants set forth in subparagraphs 7.1., and 7.2. of this paragraph, which shall run with the land:

7.1. That, except as provided in paragraph 7 and 8, the Property shall only be used for public Airport purposes as defined by applicable FAA rule or regulation for the use and benefit of the public, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the Airport within the meaning of the term "exclusive right" as used paragraph 8. In the event, however, that the Property or any part of it is no longer used for Airport purposes, the Grantee covenants that it will not use, lease, sell, salvage, or dispose of the Property or any part of it for other than industrial and non-residential commercial purposes. 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

7.2. That, except as provided in paragraph 8, the entire landing area, as defined at 49 U.S.C. § 40102, 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 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 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 Title 14 of the Code of Federal Regulations, as amended from time to time, and shall include the use of portions of the 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 8.1., to 8.15., 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.

8.1. The Property shall be not be used, leased, sold, salvaged, or disposed of by the Grantee for other than Airport purposes without the written consent of the Administrator, which

consent shall be granted only if the FAA determines that the Property can be leased, sold, salvaged, or disposed of for other than public airport purposes without materially and adversely affecting the development, improvement, operation, or maintenance of the Airport at which the Property is located pursuant to 49 U.S.C. §§ 47151-47153. In the event that the Property or any part of it is no longer used for public Airport purposes, the Grantee covenants that it will not use, lease, sell, salvage, or dispose of the Property or any part of it for other than industrial or non-residential commercial purposes. The phrase "industrial or non-residential commercial purposes" is defined as industrial and commercial uses contemplated by Ohio Admin. Code § 3745-300-08, and as excluding residential uses contemplated by that section, in effect on the date of this Deed, and as it may be amended or modified. In the event of a conflict between a use for public airport purpose and a use contemplated by Ohio Admin. Code § 3745-300-08, the latter shall prevail. The "Property" as used in this Deed includes revenues or proceeds derived therefrom.

8.2. 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:

(a) 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.

(b) 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, sex, age or national origin in the use of any of the facilities provided for the public on the Airport.

(c) 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:

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

(ii) 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.

(d) 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.

(e) That in the event the Grantee itself exercises any of the rights and privileges referred to in subsection 8.2(b) 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 subsection 8.2(c).

8.3. 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 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 an 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.

8.4. 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, or 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 that would constitute an obstruction to air navigation according to the criteria or standards prescribed in 14 C.F.R. pt. 77 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.

8.5. 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 that 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:

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

(b) periods of maintenance; or

(c) 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.

8.6. The Grantee will make available all facilities of the Airport at which the Property 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 in 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:

(a) 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

(b) 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

(c) 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.

8.7. 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.

8.8. The Grantee releases 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 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 Premises, or part thereof, owned, controlled or operated by the Grantee prior to the date of this Deed, upon which, adjacent to which, or in connection with which the Property transferred by this Deed was located or used. "Restoration" or other damage" does not include environmental obligations required to be performed by the Grantor, or obligations that the Grantor retains pursuant to existing agreements that survive the conveyance of the Property by the Grantor to the Grantee.

8.9. Whenever so requested by the FAA, the 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.

8.10. The Grantee will:

(a) 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

(b) 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.

8.11. The Grantee will not enter into any transaction that 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.

8.12. 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:

(a) 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;

(b) 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

(c) 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.

8.13. 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, 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.

8.14. In the event that any of the aforesaid terms, conditions, reservations, or restrictions are not met, observed, or complied with by the Grantee, whether caused by the legal inability of the Grantee to perform any of the obligations in this Deed, or otherwise, all title, right of possession 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. However, if 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 such 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.

8.15. If the construction of any of the foregoing reservations and restrictions recited in this Section 8 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. The foregoing does not apply to reservations or restrictions determined by the FAA to no longer be applicable to Grantee as the operator of the Airport for public purposes.

9. By acceptance of this Deed, the Grantee warrants that no person or agency has been employed or retained to solicit or secure the 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 the 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 the 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:

11.1. 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. pt. 21) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended;

11.2. this covenant shall be subject in all respects to the provisions of those regulations;

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

11.4. the Grantor shall have the right to seek judicial enforcement of this covenant; and

11.5. the Grantee, will:

(a) 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

(b) furnish the original of such agreement to the Administrator upon request; and 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.

Deed RPA-RICK-63-05-0101  
Rickenbacker 47 Acre FAA PBT  
Buildings 901, 902, 904, 905, 907 & 908

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 & Survey
- Exhibit B - Notice of Hazardous Substances

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Deed RPA-RICK-63-05-0101  
Rickenbacker 47 Acre FAA PBT  
Buildings 901, 902, 904, 905, 907 & 908

**ACCEPTANCE**

The Grantee hereby accepts this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

This deed is accepted this 2nd day of September, 2005.

COLUMBUS REGIONAL AIRPORT AUTHORITY



By: Elaine Roberts [SEAL]  
ELAINE ROBERTS  
President and Chief Executive Officer

Attest:

Shirley J. Felick

THIS INSTRUMENT PREPARED BY:  
Francis Clifford, Esq.  
AFRPA/LD  
1700 N. Moore St, Suite 2300  
Arlington, VA 22209-2802

Deed RPA-RICK-63-05-0101  
Rickenbacker 47 Acre FAA PBT  
Buildings 901, 902, 904, 905, 907 & 908

**EXHIBIT A**  
**PROPERTY DESCRIPTION**  
**&**  
**SURVEY**

**DESCRIPTION OF  
41.463 ACRES  
(AT RICKENBACKER)**

Situate in the State of Ohio, County of Franklin, Township of Hamilton, lying in Section 12, Township 3, Range 22, of the Congress Lands, being 41.463 acre out of the tract of land owned by the United States of America, records of the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

**Begin for Reference**, at a Franklin County Geodetic Survey Monument Number FCGS 5016 in the centerline of Vause Road, in the north line of a 241.695 acre (Tract 2) conveyed to Columbus Municipal Airport Authority by deed of record in Instrument Number 200301020000768;

Thence South 86°58'21" East, a distance of 1961.02 feet, along the centerline of said Vause Road to an railroad spike set, in the line between Section 11 and Section 12 of said Hamilton Township;

Thence South 86°58'21" East, a distance of 1029.69 feet, leaving the said north line and continuing along the centerline of said Vause Road to a point;

Thence South 03°01'39" West, a distance 30.00 feet, to a iron pin set in the line of said 241.695 acre (Tract 2), and being the **Point of True Beginning**, for the herein described tract;

Thence South 86°58'21" East, a distance of 697.06 feet, along a line of said 241.695 acre (Tract 2) to an iron pin set, at a common corner of said 241.695 acre (Tract 2) and a proposed 255.289 (Tract 11):

Thence the following three (3) courses and distances along the said proposed 255.289 acre (Tract 11):

1. South 86°58'21" East, a distance of 497.79 feet, to an iron pin set;
2. South 07°55'51" East, a distance of 41.71 feet, to an iron pin set;
3. South 45°35'41" West, a distance of 2342.02 feet, to an iron pin set, being a corner to said 241.695 acre tract;

Thence the following two (2) courses and distances along the said 241.695 acre (Tract 2):

1. North 44°24'19" West, a distance of 913.53 feet, to an iron pin set;
2. North 45°35'41" East, a distance of 1558.56 feet, to the **Point of True Beginning**, containing 41.463 acres, more or less.

The bearings in the above description are based on the grid bearing of South 86° 13' 48" East, between Franklin County Geodetic Survey Monument Number 9958 and Franklin County Geodetic Survey Monument Number 9962, State Plane Coordinate System, South Zone, 1986 adjustment.

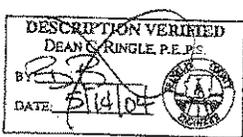
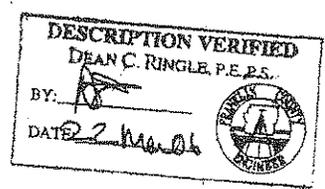
0-28  
split  
41.463 Acres  
out of  
(150)  
84

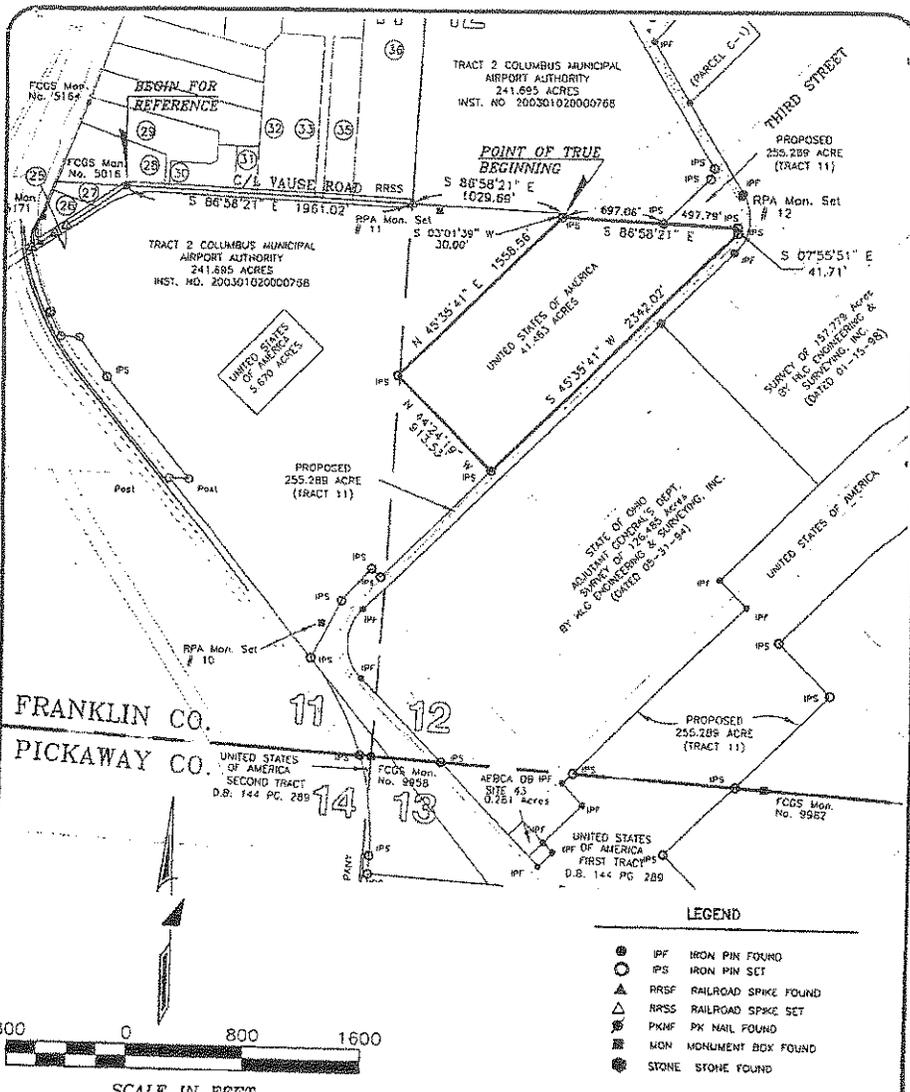
028  
split  
41.463 AC  
FROM  
(150)  
84



R.D. ZANDE & ASSOCIATES, INC.

*Jeffrey D. Hofius*  
Jeffrey D. Hofius, Date  
Registered Surveyor No. 7455





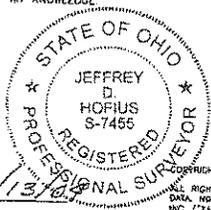
SCALE IN FEET  
SCALE: 1 INCH = 800 FEET

**BASIS OF BEARINGS:**  
THE BEARINGS SHOWN HEREON ARE BASED ON THE GRID BEARING OF S 86°13'48" E, AS DETERMINED BY A FIELD MEASUREMENT BETWEEN FRANKLIN COUNTY ENGINEER'S MONUMENT NUMBER FCOS 9956 AND FCOS 9962, STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, 1985 ADJUSTMENT.

**CERTIFICATION:**  
I HEREBY CERTIFY THAT THIS SURVEY SHOWN ON THE ATTACHED PLAT WAS PREPARED FROM AN ORIGINAL SURVEY BY R.D. ZANDE AND ASSOCIATES IN JUNE 1997 THAT IT AND THE INFORMATION, COURSES AND DISTANCES AS SHOWN ARE CORRECT TO THE BEST OF MY KNOWLEDGE.  
R. D. ZANDE & ASSOCIATES, INC.

**BOUNDARY SURVEY OF  
41.463 ACRES  
LYING IN  
SECTION 12, TOWNSHIP 3, RANGE 22  
CONGRESS LANDS  
TOWNSHIP OF HAMILTON, COUNTY OF FRANKLIN, OHIO**

PREPARED BY:  
**R.D. Zande & Associates**  
1500 LAKE SHORE DRIVE  
SUITE 100  
COLUMBUS, OHIO 43204  
(614) 486-4388 1-800-340-2743  
FAX (614) 486-4387



JEFFREY D. HOFIUS  
REGISTERED SURVEYOR No. 7455  
DATE: 05/13/04

ALL RIGHTS RESERVED. ALL REPORTS, PLANS, SPECIFICATIONS, COMPUTER PLATS, FIELD DATA NOTES, DOCUMENTS, AND OTHER ITEMS PREPARED BY R. D. ZANDE & ASSOCIATES, INC. ("ZANDE") ARE INSTRUMENTS OF SERVICE AND REMAIN ITS PROPERTY. THE USE OF THESE ITEMS BY ZANDE'S CLIENT IS SUBJECT TO ALL OF THE TERMS, CONDITIONS AND LIMITATIONS SET FORTH IN THE AGREEMENT BETWEEN RUSH CLIENT AND ZANDE. ADDITIONAL USE IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF ZANDE.

DESCRIPTION OF  
5.670 ACRES  
(AT RICKENBACKER)

Situate in the State of Ohio, County of Franklin, Township of Hamilton, lying in Section 11, Township 3, Range 22, of the Congress Lands, being all of the 5.670 acre tract owned by the United States of America, and further described as being Exception Number 5 out of Tract 2, a 241.695 acre tract conveyed to Columbus Municipal Airport Authority in Instrument 200301020000768 records of the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Begin for Reference, at a Franklin County Geodetic Survey Monument Number FCGS 5016 in the centerline of Vause Road, being the north line of said 241.695 acre Tract 2;

Thence South 52°43'16" East, a distance of 1380.90 feet across said 241.695 acre (Tract 2) to an iron pin set at the Point of True Beginning;

Thence the following four (4) courses and distances across said 241.695 acre (Tract 2):

1. South 44°51'07" East, a distance of 380.00 feet, to an iron pin set;
2. South 45°08'53" West, a distance of 650.00 feet, to an iron pin set;
3. North 44°51'07" West, a distance of 380.00 feet, to an iron pin set;
4. North 45°08'53" East, a distance of 650.00 feet, to the Point of True Beginning, containing 5.670 acres, more or less.

The bearings in the above description are based on the grid bearing of South 86° 13' 48" East, between Franklin County Geodetic Survey Monument Number 9938 and Franklin County Geodetic Survey Monument Number 9962, State Plane Coordinate System, South Zone, 1986 adjustment.

0-28  
split  
5.670 Acres  
0-t ok  
(150)  
84

R.D. ZANDE & ASSOCIATES, INC.  
JEFFREY D. HOFIUS  
S-7455  
Date: 05/13/04  
Registered Surveyor No. 7455



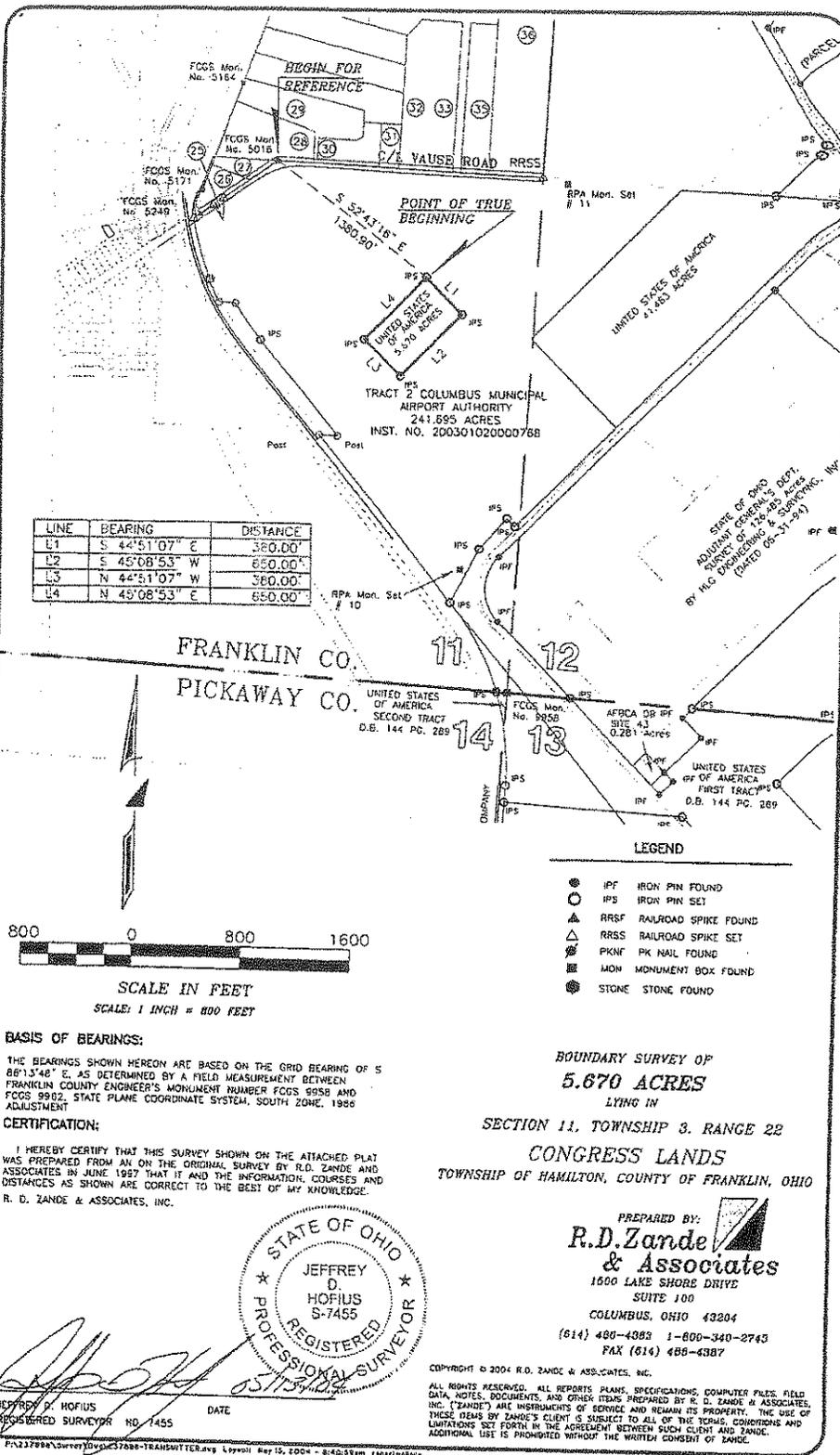
028  
SPLIT  
5.670 AC  
FROM  
(150)  
84

DESCRIPTION VERIFIED  
DEAN C. RINGLE, P.E.P.S.  
BY: DR  
DATE: 05/13/04



DESCRIPTION VERIFIED  
DEAN C. RINGLE, P.E.P.S.  
BY: [Signature]  
DATE: 27 MAR 06





**BASIS OF BEARINGS:**  
 THE BEARINGS SHOWN HEREON ARE BASED ON THE GRID BEARING OF S 86°13'46" E, AS DETERMINED BY A FIELD MEASUREMENT BETWEEN FRANKLIN COUNTY ENGINEER'S MONUMENT NUMBER FCCS 9958 AND FCCS 9962, STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, 1985 ADJUSTMENT.

**CERTIFICATION:**  
 I HEREBY CERTIFY THAT THIS SURVEY SHOWN ON THE ATTACHED PLAT WAS PREPARED FROM AN ON THE ORIGINAL SURVEY BY R.D. ZANDE AND ASSOCIATES IN JUNE 1997 THAT IT AND THE INFORMATION, COURSES AND DISTANCES AS SHOWN ARE CORRECT TO THE BEST OF MY KNOWLEDGE.  
 R. D. ZANDE & ASSOCIATES, INC.

**BOUNDARY SURVEY OF  
 5.670 ACRES  
 LYING IN  
 SECTION 11, TOWNSHIP 3, RANGE 22  
 CONGRESS LANDS  
 TOWNSHIP OF HAMILTON, COUNTY OF FRANKLIN, OHIO**

PREPARED BY:  
**R.D. Zande & Associates**  
 1600 LAKE SHORE DRIVE  
 SUITE 100  
 COLUMBUS, OHIO 43204  
 (614) 480-4883 1-800-340-2743  
 FAX (614) 488-4387



JEFFREY D. HOFIUS  
 REGISTERED SURVEYOR NO. 1455  
 DATE

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Deed RPA-RICK-63-05-0101  
Rickenbacker 47 Acre FAA PBT  
Buildings 901, 902, 904, 905, 907 & 908

**EXHIBIT B**  
**NOTICE OF HAZARDOUS**  
**SUBSTANCES**

**EXHIBIT B**

**NOTICE OF HAZARDOUS SUBSTANCES RELEASED**

The information set out below from the S-EBS constitutes notice of hazardous substances that are known or assumed to have been released, and have been addressed in the IRP, on Parcel D3.A, Rickenbacker ANGB and the dates (if known) the releases took place. Per 40 CFR § 373.2(c): "The notice required by 40 CFR § 373.1 for the known release of hazardous substances applies only when hazardous substances are or have been released in quantities greater than or equal to the substance's CERCLA reportable quantity (RQ) found at 40 CFR § 302.4." Although there was no documented release for some of the following hazardous substances, those substances are listed here since an assumed release occurred because the substances are or were contaminants of concern, and the quantities released may have exceeded the substances' RQs.

Substance	Regulatory Synonym(s)	CAS Registry Number	Quantity	Hazardous Waste ID Number	Date Released	Response Action Taken	Remarks
Solvents, paints, etc.	N/A	N/A	Unknown	N/A	1940s- present	NFRAP decision document signed	SD-25
Solvent and paint	N/A	N/A	Unknown	N/A	1982	NFRAP decision document signed	SD-27
Pesticides, hazardous material	N/A	N/A	Unknown	N/A	Unknown- 1983	NFRAP decision document signed	SS-09

N/A: Not Applicable