

-101 Commercial Industrial Transportation

After recording, return to:

Director, AFRPA
1700 North Moore Street, Suite 2300
Arlington, VA 22209

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Pg: 21 \$186.00 T28070058974
08/28/2007 3:32PM ML.COLUMBUS RE
Robert G. Montgomery
Franklin County Recorder

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CONVEYANCE TAX
EXEMPT
A
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

TRANSFERRED

AUG 28 2007

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

QUITCLAIM DEED

1. PARTIES

THIS DEED is made and entered into this 26th day of June, 2007, 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.)

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 containing a total of 3.512 acres of land, more or less, located in the Township of Hamilton, County of Franklin, State of Ohio, and all the estate, title, and interest of the Grantor,

Already in system
w/ 12/13/002 date

either in law or in equity, of, in, and to the same premises described as Parcel D3.H, as set forth in, and identified as "3.512 Acres" in Exhibit A to this Deed.

3. APPURTENANCES AND HABENDUM

Together with all the buildings and improvements erected thereon, and all and singular the tenements, hereditaments, appurtenances, and improvements hereto 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 Environmental Restoration Program (ERP).

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

4.3. To conduct any test or survey required by the U. S. Environmental Protection Agency (EPA), the Ohio Environmental Protection Agency (State), or the Ohio Department of Commerce, Division of State Fire Marshal, Bureau of Underground Storage Tank Regulations (BUSTR) relating to the implementation of the ERP, or environmental conditions on the Property, or to verify any data submitted to the EPA, the State, or BUSTR 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 ERP, if applicable, or the covenant of the Grantor in Section 6.3 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 ERP area as nearly as possible to the condition that 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. ENVIRONMENTAL COVENANTS

It is the intent of the Grantor and the Grantee that the Environmental Covenants contained in this Section 6 bind the Grantee and shall run with the land. It is also the intent of the Grantor and the Grantee that the Grantor will retain the right to enforce any restrictive covenant in this section through the chain of title, in addition to any State law that requires the State to enforce any restrictive covenant in this section. The Grantee covenants to insert all of this section in any deed to the Property or other property conveyance instrument that it delivers.

6.1. General Lead-Based Paint and Lead-Based Paint-Containing Materials and Debris (collectively "LBP") (Applicable only to Columbus Regional Airport Authority)

(a) 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.

(b) 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.

6.2 Asbestos-Containing Materials ("ACM"). The Grantee is warned that the Property may be improved with buildings, facilities, and equipment, above or below grade that may contain ACM. The Grantee understands that in its use and occupancy of the Property, it must comply with all applicable Federal, State, and local laws relating to asbestos. The Grantee acknowledges that, except for persons that at any time have entered or will enter the Property on behalf of the Grantor, including but not limited to employees, agents, representatives, invitees, contractors and licensees of Grantor, 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.

6.3. 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).

6.4. Restriction on Use. The surface and subsurface soils within the Property are contaminated with petroleum-related hydrocarbons or other substances deemed potentially harmful to human health. In order to prevent direct exposure to and protect the public and site personnel from exposure to the contaminants, and without limiting the obligation and effect of

Condition 8.1 of this Deed, the Grantee covenants to restrict the Property to industrial or non-residential commercial purposes. The phrase "industrial or non-residential commercial purposes" is defined as industrial and commercial uses contemplated by Ohio Administrative 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.

6.5. Except as otherwise agreed in writing by the Grantor and Grantee, the Grantee covenants not to disturb, move, damage, mar, tamper with, interfere with, obstruct, or impede any monitoring wells, treatment facilities, piping, and other facilities associated with any environmental investigation, response action or other corrective action on the Property.

6.6. Release of Covenants. (a) The Grantee may request from the United States a modification or release of one or more of the environmental covenant(s) in whole or in part in this section, subject to the notification and concurrence or approval of the Ohio Environmental Protection Agency ("Ohio EPA") and USEPA Region V. In the event the request of the Grantee for modification or release is approved by the United States, Ohio EPA, and USEPA Region V, the United States agrees to modify or release the covenant (the "Covenant Release") giving rise to such environmental use restriction in whole or in part. The Grantee understands and agrees that all costs associated with the Covenant Release shall be the sole responsibility of the Grantee, without any cost whatsoever to the United States. The United States shall deliver to the Grantee in recordable form the Covenant Release. The execution of the Covenant Release by the United States shall modify or release the environmental covenant(s) with respect to the Property in the Covenant Release.

(b) In the event that the environmental covenants contained in this section are no longer necessary, the United States will record any appropriate document modifying or removing such use restrictions, as appropriate.

6.7. 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.

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. 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 that 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. OTHER COVENANTS

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 that 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 is located that 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 that, 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 in this provision 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 that 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 that would interfere with its use for Airport purposes; provided that nothing contained in this provision 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 that 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 that, 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 adjacent land adjacent, 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, 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 so much of the Property that 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 all or any part of the Premises 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 or rights in buildings on the Airport at which the Property 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 in this Deed 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 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 that 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 Grantee, it will reserve sufficient rights and authority to ensure that the 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 to it;

(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. The Airport layout map and each amendment, revision, or modification, 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 in this Deed, the Grantee will acquire, extinguish, or modify that right or claim of right in a manner acceptable to the FAA.

8.14. In the event that any of the terms, conditions, reservations, or restrictions in this Deed 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 all or any part the Property 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 by this Deed, 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 that are 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 that 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.

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 Stored
- Exhibit C -- Notice of Hazardous Substances Released

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 26th day of June, 2007.



COLUMBUS REGIONAL AIRPORT AUTHORITY

By: Elaine Roberts
ELAINE ROBERTS
President and Chief Executive Officer

Attest:

Allen Nederveeld
Allen Nederveeld

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

EXHIBIT A
PROPERTY DESCRIPTION

**DESCRIPTION OF
3.512 ACRES
HAMILTON TOWNSHIP, FRANKLIN COUNTY, OHIO
(at Rickenbacker Air Base)**

Situate in the State of Ohio, County of Franklin, Township of Hamilton, lying in Section 1, Township 3, Range 22 of the Congress Lands, being all of the 3.512 acre AFBCA/DB (SITE 1) tract, part of the land conveyed to the United States of America, records of the Recorder's Office, Franklin County, Ohio, and being bounded and more particularly described as follows:

Begin for reference at the terminus point of the southerly right-of-way line of Port Road (FKA Curtis LeMay Avenue) as shown and delineated on the "Dedication of Curtis LeMay Avenue and Alum Creek Drive" plat of record in Plat Book 76, Page 46, being on the line common to a 2995.065 acre (Tract 1) conveyed to Columbus Municipal Airport Authority by deed of record in Instrument No. 200301020000768 and a 255.289 acre (Tract 11) conveyed to Columbus Regional Airport Authority by deed of record in Instrument No. 200603240055176;

Thence the following four (4) courses and distances along lines common to said 2995.065 acre (Tract 1) and said 255.289 acre (Tract 11):

1. South 03°42'59" West, a distance of 143.81 feet, to a ¼ inch iron pin found;
2. South 42°51'20" East, a distance of 560.88 feet, to a Drill Hole found;
3. South 03°40'38" West, a distance of 549.30 feet, to a ¼ inch iron pin found;
4. South 46°33'19" West, a distance of 437.98 feet, to a ¼ inch iron pin found, being the **Point of True Beginning** for the herein described tract;

Thence South 43°03'53" East, a distance of 251.72 feet, along a line common to said 3.512 acre tract and said 2995.065 acre (Tract 1) to a railroad spike found;

Thence continuing along a line common to said 3.512 acre tract and said 2995.065 acre (Tract 1) with a curve to the left having a central angle of 28°31'29", a radius of 525.87 feet, an arc length of 261.81 feet, a chord bearing of South 57°19'38" East, with a chord distance of 259.11 feet to 5/8 inch iron pin found at the northeasterly corner of said 3.512 acre tract;

Thence the following eight (8) courses and distances along the lines common to said 3.512 acre tract and said 255.289 acre (Tract 11):

1. South 46°56'07" West, a distance of 300.84 feet, to 5/8 inch iron pin found;

2. North 43°03'53" West, a distance of 270.00 feet, to 5/8 inch iron pin found;
3. South 46°56'07" West, a distance of 80.00 feet, to 5/8 inch iron pin found;
4. North 43°03'53" West, a distance of 150.00 feet, to 5/8 inch iron pin found;
5. North 46°56'07" East, a distance of 80.00 feet, to a scribe mark found;
6. North 43°03'53" West, a distance of 152.84 feet, to 5/8 inch iron pin found;
7. North 46°56'07" East, a distance of 237.00 feet, to 5/8 inch iron pin found;
8. South 43°03'53" East, a distance of 70.00 feet, to the Point of True Beginning, containing 3.512 acres, more or less, being subject to all easements, restrictions and rights-of-way of record.

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.

All iron pin set are 3/4 inch iron pipes, 30 inches in length, with a yellow cap bearing the name 'R.D. Zande'.

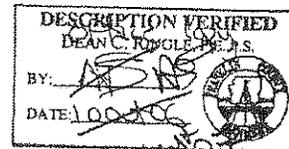
Based on a field survey performed by R.D. Zande & Associates, Inc. in June of 1997.

R.D. ZANDE & ASSOCIATES, INC.

Robert L. Clay *October 6, 2006*
 Robert L. Clay, Date
 Professional Surveyor No. S-8121

0-28
 Split
 3.512 Acres
 out of
 (150)
 84

P:\2378110\Survey\Descriptions\2378110-BNDY-3.512AC.doc



28/10/06

EXHIBIT B

NOTICE OF HAZARDOUS SUBSTANCES STORED

Notice is hereby given that the information provided below from the Supplemental EBS, Parcels D1 and D2, Appendix A, Table 3.3.2-1 (AFBCA, 1997) contains a summary of hazardous substances that have been stored for one year or more or disposed of on Parcel D3.H, RANGB, and the dates that such storage 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, Compensation, and Liability Act (CERCLA or "Superfund") 42 U.S.C. Section 9620 (h).

Waste Description	CAS Registry Number	Quantity (gallons/kg)	Dates	Hazardous Waste ID no.	Remarks
PD 680 (Stoddard Solvent, Flammable Aliphatic Petroleum Distillate)	None listed	1,155/3,406	1983	D001	Stored within the fenced boundaries of Facility S60, Hazardous Waste Storage Area [Source: Supplemental EBS, Parcels D1 and D2, Appendix A, Table 3.3.2-1 (AFBCA, May 1997)]
		1,450/4,276	1984		
		110/324	1985		
		2,429lb./1,104	1986		
Carbon Removing Compound (Methylene Chloride, Cresols, Phenols)	None listed	590/2,210	1983	F001, F004	Hazardous Waste Storage Area [Source: Supplemental EBS, Parcels D1 and D2, Appendix A, Table 3.3.2-1 (AFBCA, May 1997)]
		870/3,270	1984		
Highly Aromatic Naphtha	64742-95-6	500/1,635 290/947	1983 1984	D001	Hazardous Waste Storage Area [Source: Supplemental EBS, Parcels D1 and D2, Appendix A, Table 3.3.2-1 (AFBCA, May 1997)]
Methyl Ethyl Ketone	78-93-3	285/867	1983	F005	
		525/1,598	1984		
		1,050/3,196	1986		
Bromochloromethane	74-97-5	200/1,516	1983	F005	
		540/4,087	1984		
Oily Water and Cleaning Solutions Containing Lead, Cadmium, Chromium, and Nickel	None listed	495/1,872	1983	D006, D007, D008	

EXHIBIT C

NOTICE OF HAZARDOUS SUBSTANCES RELEASED

Notice is hereby given that the information in the table provided below from the Basewide EBS (Earth Tech, 1993), the Supplemental EBS, Parcels D1 and D2, Appendix A (AFBCA, 1997), the Amended Closure/Post-Closure Plan, Hazardous Waste Storage Area (Building 560), IRP Site 1, Revision 2 (URS, 2002), and the SEBS, Parcel D3.H (AFRPA, 2007) provides notice of hazardous substances that have been released under the Property at the former Rickenbacker ANGB. The information in this notice is required under the authority of regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or "Superfund") 42 U.S.C. Section 9620(h).

Description of Response: An unknown quantity of contaminants was released to the environment at the former Hazardous Waste Storage Area, Building 560, during the operational period 1983-1986. The table below lists the contaminants that have been detected at groundwater concentrations that require corrective action. The selected remedy for the site includes institutional controls (to restrict access to groundwater and to restrict land use to industrial or non-residential commercial use), underground storage tanks (USTs) removal, decontamination of Building 560 and the associated concrete wash pad, *in-situ* treatment of soil using bioventing, *in-situ* treatment of groundwater contaminants using air sparging, and storm sewer replacement. Based on a Corrective Measures Study (CMS), the AF implemented the institutional controls and the following corrective actions: soil excavation in selected areas; *in-situ* treatment of groundwater by chemical oxidation via BIOX® injection, and monitored natural attenuation (MNA).

Parcel D3.H, IRP Site 1 (Building 560)

Substance	CAS Registry Number	Quantity (kg/lb)	Date of Release	Response
Trichloroethylene (TCE)	79-01-6	Unknown	Unknown	Concentration of TCE in groundwater was above risk-based standard in monitoring wells MW-203D, MW-203D, MW-203S, MW-206D, and MW-206S in October 2006.
1,2-dichloroethylene (DCE)	156-59-2	Unknown	Unknown	Concentration of 1,2-DCE in groundwater was above risk-based standard in monitoring wells MW-203D, MW-203S, MW-206D, and MW-206S in October 2006.
1,1-dichloroethylene (DCE)	75-35-4	Unknown	Unknown	Concentration of 1,1-DCE in groundwater was above risk-based standard in monitoring well MW-206S in October 2006.
Vinyl Chloride	75-01-4	Unknown	Unknown	Concentration of vinyl chloride in groundwater was above risk-based standard in monitoring wells MW-203S, MW-203D, MW-206S, MW-206D, MW-209D, and MW-209S in October 2006.
1,1-dichloroethane (DCA)	75-34-3	Unknown	Unknown	Concentration of 1,1-DCA in groundwater was above risk-based standard in monitoring well MW-206S in October 2006.

Substance	CAS Registry Number	Quantity (kg/lb)	Date of Release	Response
1,2-dichloroethane (DCA)	107-06-2	Unknown	Unknown	Concentration of 1,2-DCA in groundwater was above risk-based standard in monitoring well MW-200S in October 2006.
Benzene	71-43-2	Unknown	Unknown	Concentration of benzene in groundwater was above risk-based standard in monitoring wells MW-200S and MW-209S in October 2006.
Acetone	67-64-1	Unknown	Unknown	Concentration of acetone in groundwater was above risk-based standard in monitoring wells MW-203S, MW-209S, and MW-211S in October 2006.
Isopropylbenzene	98-82-8	Unknown	Unknown	Concentration of isopropylbenzene in groundwater was above risk-based standard in monitoring well MW-203S in October 2006.
n-propylbenzene	103-65-1	Unknown	Unknown	Concentration of n-propylbenzene in groundwater was above risk-based standard in monitoring well MW-203S in October 2006.
Cadmium	7440-43-9	Unknown	Unknown	Concentration of cadmium in groundwater was above risk-based standard in monitoring wells MW-200S, MW-206S, and MW-207S in October 2006.
Zinc	7440-66-6	Unknown	Unknown	Concentration of zinc in groundwater was above risk-based standard in monitoring well MW-200S, MW-203D, MW-206D, MW-206S, MW-207S, MW-209S, and MW-209D in October 2006.

17-13-01
AR

DEPARTMENT OF THE AIR FORCE
AIR FORCE REAL PROPERTY AGENCY

March 6, 2003

Air Force Real Property Agency
AFRPA/DB Rickenbacker
Rickenbacker IAP
7370 Minuteman Way
Columbus, OH 43217

SUBJECT: Notification of Correction on an Air Force Deed at Rickenbacker ANG Base

Franklin County Auditor's Office
Attn: Ms. Joni Fulton
373 S. High St. (20th Floor)
Columbus, Ohio 43017

Dear Ms. Fulton,

The Air Force submitted to your office a request in a letter dated November 21, 2002, that a notification be placed on a deed for Air Force property located at Rickenbacker Air National Guard Base, Franklin County, Ohio, or with some other instrument which is normally examined during title search, which will notify in perpetuity the potential purchasers of this property that the land identified has been used to manage hazardous wastes and that its use is restricted under the Administrative Code closure and post-closure rules. The November 21, 2002 notification package contained an error on the map in reference to the distance from Franklin County Engineer's monument 2268 to the Point of Beginning. Consequently, the notification was incorrectly filed. It is therefore requested that the attached Notice of Correction be filed with the Air Force deed for Rickenbacker Air National Guard Base.

The likely future owner of the property described in this notification is the Columbus Regional Airport Authority. As such, the Columbus Regional Airport Authority has been made aware of the requirement to provide this notification and has been provided a copy of the notification.

Thank you for your assistance on this subject. Please feel free to call me at (614) 492-8065, Extension 10, or fax me at (614) 492-8074 if you have any questions.

Sincerely,



TONY CLYMER
AFRPA Site Manager

Cc: Mr. Christopher Jones, Director Ohio EPA
Kimbra Reinbold, Ohio EPA, CDO, DHWM
Robert Tanner, CRAA

NOTICE OF CORRECTION

THIS NOTICE OF CORRECTION made this 21st day of FEBRUARY 2003, by THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the authority contained in the Defense Base Closure and Realignment Act of 1990, (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Air Force").

WHEREAS, the Air Force filed a notice pursuant to OAC Rule 3745-66-19(B) (the "Rule"), of the Ohio Environmental Protection Agency (OEPA) pertaining to closure of a hazardous waste facility dated the 21st day of November, 2002, and recorded by the County Recorder in and for the County of Franklin, State of Ohio, on the 27th day of November, 2002, as Instrument Number 200212030309309 (the "Notice"); and

WHEREAS, the Notice contained certain information required by the Rule, all of which is correctly and completely detailed in that instrument EXCEPT that there are typographical errors that incorrectly identify the location of the True Point of Beginning (POB) of the real property identified in the Notice; and

WHEREAS, the Air Force desires that the record be clear, complete, and unambiguous,

NOW THEREFORE, the original Notice be amended as follows:

1. That the POB for Site 1 be a distance of **1016.64 feet** from the Franklin County Engineer's monument FCGS 2268; and

2. That the corrected Site 1 Real Property Description, attached hereto as Exhibit A, read as follows:

Situate in Section 1, Town 3, Range 22 Congress Lands, Hamilton Township, Franklin County, Ohio, and being a 3.512 acre parcel more particularly described as follows:

Beginning at a 5/8" iron pin set at Ohio State Plane Coordinate N: 662250.90, E: 1845273.19, said point being N 44° 32' 34" W a distance of 1016.64 feet from Franklin County Engineer's monument FCGS 2268;

thence from said place of beginning N 43° 03' 53" W a distance of 270.00 feet to a 5/8" iron pin set; thence S 46° 56' 07" W a distance of 80.00 feet to a 5/8" iron pin set; thence N 43° 03' 53" W a distance of 150.00 feet to a 5/8" iron pin set; thence N 46° 56' 07" E a distance of 80.00 feet to a scribe set; thence N 43° 03' 53" W a distance of 152.84 feet to a 5/8" iron pin set; thence N 46° 56' 07" E a distance of 237.00 feet to a 5/8" iron pin set; thence S 43° 03' 53" E a distance of 321.72 feet to a spike found; thence southeasterly on a curve to the left having a radius of 525.87 feet and an arc distance of 261.80 feet (said curve having a central angle of 28° 31' 29". A chord bearing of S 57° 19' 38" E and a chord distance of 259.11 feet) to a 5/8" iron pin set; thence S 46° 56' 07" W a distance of 300.84 feet to the place of beginning, containing 3.512 acres more or less

The Notice is amended in the above particulars only, all other terms and conditions of the Notice and Attachment A, as restated below, shall remain binding and in full force and effect. This Notice of Correction shall henceforth be considered a part of the Notice as if fully and completely written therein.

(Balance of Page Intentionally Left Blank)

Restatement of Notice

STATE OF OHIO

FRANKLIN COUNTY

NOTIFICATION REQUIRED BY THE OHIO ENVIRONMENTAL PROTECTION
AGENCY POST-CLOSURE NOTICE, OAC RULE 3745-66-19(B)(1)

KNOW ALL MEN BY THESE PRESENTS THAT:

Pursuant to the Rules of the Ohio Environmental Protection Agency (OEPA) pertaining to closure of a hazardous waste facility, specifically Post Closure Notices (OAC Rule 3745-66-19(B)), this document is hereby filed in the Deed Records of Franklin County, Ohio in compliance with the recordation requirements of OAC Rule 3745-66-19(B).

OAC Rule 3745-66-19(B)(1) (Post Closure Notices) Requires:

(B) Within sixty days of certification of closure of the first hazardous waste disposal unit and within sixty days of certification of closure of the last hazardous waste disposal unit, the owner or operator shall:

(1) Record, in accordance with state law, a notation on the deed to the facility property, or on some other instrument which is normally examined during title search, that will notify in perpetuity the potential purchasers of the property that:

(a) The land has been used to manage hazardous wastes; and

(b) Its use is restricted under the Administrative Code closure and post-closure rules; and

(c) The survey plat and record of the type, location, and quantity of hazardous wastes disposed of within each cell or hazardous waste disposal unit of the facility required by rule 3745-66-16 of the Administrative Code and paragraph (A) of this rule have been filed with the local zoning authority or the authority with jurisdiction over local land use and with the director; and

(2) Submit a certification signed by the owner or operator that he has recorded the notation specified in paragraph (B)(1) of this rule and a copy of the document in which the notation has been placed, to the director.

To meet the requirements in the approved Amended Closure/Post Closure Plan Hazardous Waste Storage Area (Building 560)/IRP Site 1, specifically OAC Rule 3745-66-19(B)(1), this notification is provided as follows:

For OAC Rule 3745-66-19(B)(1)

(a) The land referenced in this notification is defined by a hazardous waste storage unit which consists of Building 560, a rectangular fenced area around the building, and the location of four former underground storage tanks associated with the hazardous waste storage area. Building 560 is a 20 feet by 20 feet metal structure, the fenced area is approximately 170 feet by 85 feet, and the four adjacent former underground storage tanks were 25,000 gallons each, three of which were located immediately outside the fenced area. Hazardous wastes were stored inside the building and within the fenced area.

(b) The groundwater use of the land is restricted in accordance with Attachment A of the Survey Plat attached to this notification.

(c) The Survey Plat of the land, which includes a map, property survey description, and Attachment A notification of restrictions, is attached to and considered a part of this notification. The Survey Plat was submitted to the Franklin County Development Department and to the Director, Ohio EPA on September 4, 2002. The Survey Plat is inclusive of, but not limited to, the boundaries of the hazardous waste storage unit as defined in the approved Amended Closure/Post Closure Plan. The record of the type, location, and quantity of hazardous waste stored at the unit are listed on Table 2.1, Summary of Hazardous Waste Storage, attached to the Survey Plat. The source of Table 2.1 is the approved Amended Closure Post Closure Plan Hazardous Waste Storage Area (Building 560)/IRP Site 1.

The owner of the site is The United States of America and the accountable agency for The United States of America is the Secretary of the Air Force. The address of the responsible Air Force agency is Air Force Real Property Agency, 1700 N. Moore Street, Suite 2300, Arlington, VA 22209-2802. More information may be obtained for the AFRPA/DB, 7370 Minute Man Way, Rickenbacker IAP, Columbus, OH 43217-5875.

All the above statements are represented to be true and represent the most current information. Air Force representation is provided by the signature below.

Restatement of Attachment A:

Attachment A
3.512 Acres Survey Plat
AFBCA/DB Rickenbacker

Note: Owner or Operator is obligated to restrict disturbance of the hazardous waste disposal unit in accordance with rules 3745-66-10 to 3745-66-20 of the Administrative Code and the following:

Ground Water Use Restriction

Based on the ground water risk assessment provided in Appendix E of the Amended Closure/Post-Closure Plan and discussed in Sections 5 and 6, chemical contact hazards in excess of Ohio's risk goals are present at this site. Currently, the hazard index calculated for intrusive industrial workers who have dermal contact with non-carcinogenic chemicals in site ground water is 7.04 (Ohio goal ≤ 1); for construction workers, dermal contact with contaminated ground water yields a hazard index of 1.56. To protect future workers from exposure to contaminated ground water, the Air Force agrees to restrict ground water use at Site 1 throughout the post-closure care period.

The Air Force will prohibit the following ground water uses at Site 1 at Rickenbacker Air National Guard Base:

- (1) Installation and use of water supply wells;*
- (2) Construction of subsurface structures, unless*
 - (a) ground water is pumped away from the area where excavation is planned (and properly evaluated and disposed), and*
 - (b) the workers are provided with, and required to use, protective equipment and clothing (including respiratory protection) that prevents any exposure to contaminated ground water.*
- (3) Construction of buildings, unless*
 - (a) the buildings do not have basements, and*
 - (b) a barrier to the ground water is provided to prevent the intrusion of contaminated vapor if calculations show the potential for vapor intrusion will be above levels considered protective of human health.*

The Air Force further agrees that, as a condition of approval of the closure/post-closure plan, it will comply with the use restrictions set forth herein. The Air Force recognizes

that this commitment to comply with the use restrictions will be enforceable requirements of any subsequent closure and/or post-closure plan approval by the director of OEPA. Moreover, the Air Force agrees that this use restriction will run with the Air Force's land, inure to the benefit of the director of OEPA, and will bind the successors and assigns of the Air Force, or any other owner of the facility.

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IN WITNESS WHEREOF, The United States of America, acting by and through its Secretary of the Air Force, has caused these presents to be executed this 21st day of February, 2003.

THE UNITED STATES OF AMERICA
by its Secretary of the Air Force

By: Joyce K Frank
JOYCE K. FRANK
Deputy Director
Air Force Real Property Agency

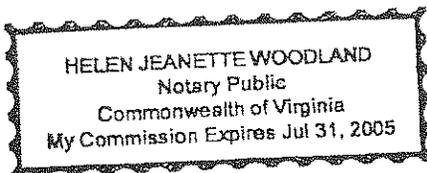
WITNESSES:

[Signature]
Paul C. MacPherson
print or type name of witness

[Signature]
JOHN FRINGER
print or type name of witness

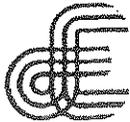
COMMONWEALTH OF VIRGINIA)
) ss:
COUNTY OF ARLINGTON)

On the 3rd day of March, 2003, before me Helen J. Woodland
the undersigned Notary Public, personally appeared Joyce K. Frank, personally known to me to be the person whose name is subscribed to the foregoing Notice, and personally known to me to be the Deputy Director, Air Force Real Property Agency, and acknowledged that the same was the act and deed of the Secretary of the Air Force and that she executed the same as the act and deed of the Secretary of the Air Force.



[Signature]
Notary Public
Commonwealth of Virginia
My Commission expires July 31, 2005

EXHIBIT A
REAL PROPERTY
DESCRIPTION



Judge Engineering Company

Professional Engineers and Surveyors • Consultants

SITE 1

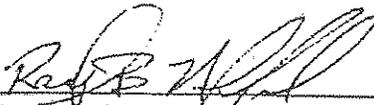
Description of a 3.512 Acre Tract Hamilton Township, Franklin County, Ohio

Situate in Section 1, Town 3, Range 22 Congress Lands, Hamilton Township, Franklin County, Ohio, and being a 3.512 acre parcel more particularly described as follows:

Beginning at a 5/8" iron pin set at Ohio State Plane Coordinate N: 662250.90, E: 1845273.19, said point being N 44° 32' 34" W a distance of 1016.64 feet from Franklin County Engineer's monument FCGS 2268;

thence from said place of beginning N 43° 03' 53" W a distance of 270.00 feet to a 5/8" iron pin set; thence S 46° 56' 07" W a distance of 80.00 feet to a 5/8" iron pin set; thence N 43° 03' 53" W a distance of 150.00 feet to a 5/8" iron pin set; thence N 46° 56' 07" E a distance of 80.00 feet to a scribe set; thence N 43° 03' 53" W a distance of 152.84 feet to a 5/8" iron pin set; thence N 46° 56' 07" E a distance of 237.00 feet to a 5/8" iron pin set; thence S 43° 03' 53" E a distance of 321.72 feet to a spike found; thence southeasterly on a curve to the left having a radius of 525.87 feet and an arc distance of 261.80 feet (said curve having a central angle of 28° 31' 29"). A chord bearing of S 57° 19' 38" E and a chord distance of 259.11 feet) to a 5/8" iron pin set; thence S 46° 56' 07" W a distance of 300.84 feet to the place of beginning containing 3.512 acres more or less.

All datum based on Ohio State Plane Coordinate System, South Zone, NAD 83.


Raymond B. Mefford,
Registered Surveyor No. 7367
December 3, 2002



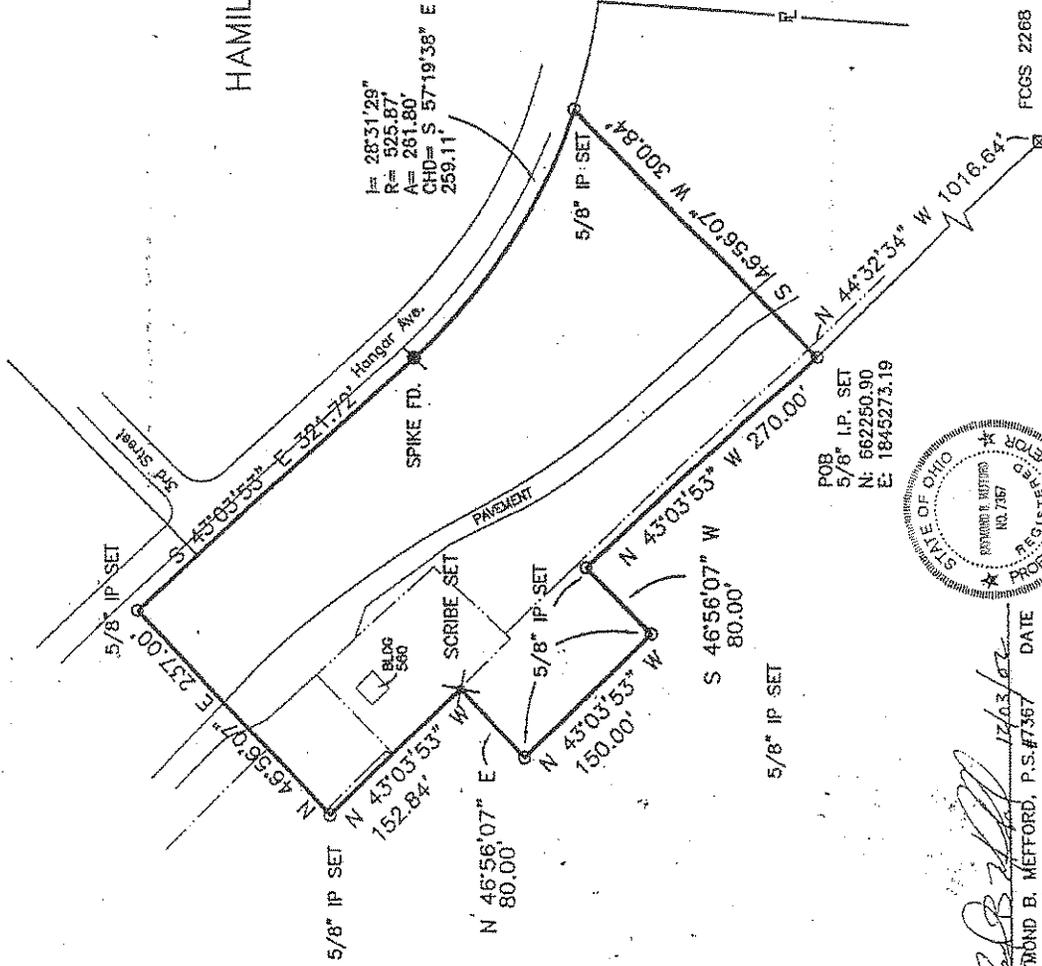
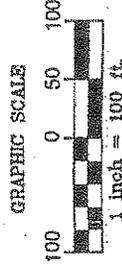
C:\WP51\JOBS\2168-2\descriptions

SURVEY PREPARED FOR:
AFBCA/DB RICKENBACKER
 3.512 ACRES SITE 1
 SECTION 1, TOWN 3, RANGE 22
 CONGRESS LANDS
 HAMILTON TOWNSHIP, FRANKLIN CO., OHIO



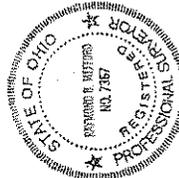
STATE PLANE COORDINATES ARE
 BASED ON OHIO COORDINATE
 SYSTEM, SOUTH ZONE, NAD 83

See Attachment A for owner's or operator's obligation to restrict disturbance of the hazardous waste disposal unit in accordance with rules of the Administrative Code.



Prepared By:


JUDGE ENGINEERING CO.
 1701 E. DAVID ROAD
 CLEVELAND, OHIO 45128
 PHONE 937/294-1441 FAX 937/294-1442




 RAYMOND B. MEFFORD, P.S.#7367 DATE 12/03/02
 (REVISED DISTANCE TO P.O.B. 12/03/02)

COPY

Instr: 200212030309309 12/03/2002
Pages: 7 F: \$0.00 2: 48PM
Robert G. Montgomery T20020140509
Franklin County Recorder FL

STATE OF OHIO

FRANKLIN COUNTY

NOTIFICATION REQUIRED BY THE OHIO ENVIRONMENTAL PROTECTION AGENCY
POST-CLOSURE NOTICE, OAC RULE 3745-66-19(B)(1)

KNOW ALL MEN BY THESE PRESENTS THAT:

Pursuant to the Rules of the Ohio Environmental Protection Agency (OEPA) pertaining to closure of a hazardous waste facility, specifically Post Closure Notices (OAC Rule 3745-66-19(B)), this document is hereby filed in the Deed Records of Franklin County, Ohio in compliance with the recordation requirements of OAC Rule 3745-66-19(B).

OAC Rule 3745-66-19(B)(1) (Post Closure Notices) Requires:

(B) Within sixty days of certification of closure of the first hazardous waste disposal unit and within sixty days of certification of closure of the last hazardous waste disposal unit, the owner or operator shall:

(1) Record, in accordance with state law, a notation on the deed to the facility property, or on some other instrument which is normally examined during title search, that will notify in perpetuity the potential purchasers of the property that:

(a) The land has been used to manage hazardous wastes; and

(b) Its use is restricted under the Administrative Code closure and post-closure rules; and

(c) The survey plat and record of the type, location, and quantity of hazardous wastes disposed of within each cell or hazardous waste disposal unit of the facility required by rule 3745-66-16 of the Administrative Code and paragraph (A) of this rule have been filed with the local zoning authority or the authority with jurisdiction over local land use and with the director; and

(2) Submit a certification signed by the owner or operator that he has recorded the notation specified in paragraph (B)(1) of this rule and a copy of the document in which the notation has been placed, to the director.

out of

(150) 84 USA

TRANSFERRED
NOT NECESSARY

NOV 27 2002

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

To meet the requirements in the approved Amended Closure/Post Closure Plan Hazardous Waste Storage Area (Building 560)/IRP Site 1, specifically OAC Rule 3745-66-19(B)(1), this notification is provided as follows:

For OAC Rule 3745-66-19(B)(1)

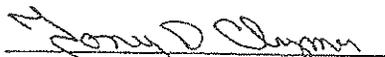
(a) The land referenced in this notification is defined by a hazardous waste storage unit which consists of Building 560, a rectangular fenced area around the building, and the location of four former underground storage tanks associated with the hazardous waste storage area. Building 560 is a 20 feet by 20 feet metal structure, the fenced area is approximately 170 feet by 85 feet, and the four adjacent former underground storage tanks were 25,000 gallons each, three of which were located immediately outside the fenced area. Hazardous wastes were stored inside the building and within the fenced area.

(b) The groundwater use of the land is restricted in accordance with Attachment A of the Survey Plat attached to this notification.

(c) The Survey Plat of the land, which includes a map, property survey description, and Attachment A notification of restrictions, is attached to and considered a part of this notification. The Survey Plat was submitted to the Franklin County Development Department and to the Director, Ohio EPA on September 4, 2002. The Survey Plat is inclusive of, but not limited to, the boundaries of the hazardous waste storage unit as defined in the approved Amended Closure/Post Closure Plan. The record of the type, location, and quantity of hazardous waste stored at the unit are listed on Table 2.1, Summary of Hazardous Waste Storage, attached to the Survey Plat. The source of Table 2.1 is the approved Amended Closure Post Closure Plan Hazardous Waste Storage Area (Building 560)/IRP Site 1.

The owner of the site is the United States Government and the accountable agency in the United States Government is the United States Air Force. The address of the agency is Air Force Real Property Agency, 1700 N. Moore Street, Suite 2300, Arlington, VA 22209-2802. More information may be obtained for the AFRPA/DB, 7370 Minute Man Way, Rickenbacker IAP, Columbus, OH 43217-5875.

All the above statements are represented to be true and represent the most current information. Air Force representation is provided by the signature below.



TONY D. CLYMER

AFRPA/DB

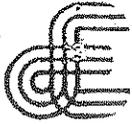
7370 Minuteman Way

Rickenbacker IAP

Columbus, OH 43217-5875

11/21/02

Date



Judge Engineering Company

Professional Engineers and Surveyors • Consultants

SITE 1

Description of a 3.512 Acre Tract Hamilton Township, Franklin County, Ohio

Situate in Section 1, Town 3, Range 22 Congress Lands, Hamilton Township, Franklin County, Ohio, and being a 3.512 acre parcel more particularly described as follows:

Beginning at a $\frac{5}{8}$ " iron pin set at Ohio State Plane Coordinate N: 662250.90, E: 1845273.19, said point being N $44^{\circ} 32' 34''$ W a distance of 665.20 feet from Franklin County Engineer's monument FCGS 2268;

thence from said place of beginning N $43^{\circ} 03' 53''$ W a distance of 270.00 feet to a $\frac{5}{8}$ " iron pin set; thence S $46^{\circ} 56' 07''$ W a distance of 80.00 feet to a $\frac{5}{8}$ " iron pin set; thence N $43^{\circ} 03' 53''$ W a distance of 150.00 feet to a $\frac{5}{8}$ " iron pin set; thence N $46^{\circ} 56' 07''$ E a distance of 80.00 feet to a scribe set; thence N $43^{\circ} 03' 53''$ W a distance of 152.84 feet to a $\frac{5}{8}$ " iron pin set; thence N $46^{\circ} 56' 07''$ E a distance of 237.00 feet to a $\frac{5}{8}$ " iron pin set; thence S $43^{\circ} 03' 53''$ E a distance of 321.72 feet to a spike found; thence southeasterly on a curve to the left having a radius of 525.87 feet and an arc distance of 261.80 feet (said curve having a central angle of $28^{\circ} 31' 29''$. A chord bearing of S $57^{\circ} 19' 38''$ E and a chord distance of 259.11 feet) to a $\frac{5}{8}$ " iron pin set; thence S $46^{\circ} 56' 07''$ W a distance of 300.84 feet to the place of beginning containing 3.512 acres more or less.

All datum based on Ohio State Plane Coordinate System, South Zone, NAD 83.


Raymond B. Mefford,
Registered Surveyor No. 7367



C:\WP51\UOBS\2168-2\descriptions

Attachment A
3.512 Acres Survey Plat
AFBCA/DB Rickenbacker

Note: Owner or Operator is obligated to restrict disturbance of the hazardous waste disposal unit in accordance with rules 3745-66-10 to 3745-66-20 of the Administrative Code and the following:

Ground Water Use Restriction

Based on the ground water risk assessment provided in Appendix E of the Amended Closure/Post-Closure Plan and discussed in Sections 5 and 6, chemical contact hazards in excess of Ohio's risk goals are present at this site. Currently, the hazard index calculated for intrusive industrial workers who have dermal contact with non-carcinogenic chemicals in site ground water is 7.04 (Ohio goal ≤ 1); for construction workers, dermal contact with contaminated ground water yields a hazard index of 1.56. To protect future workers from exposure to contaminated ground water, the Department of the Air Force ("Air Force") agrees to restrict ground water use at Site 1 throughout the post-closure care period.

The Air Force will prohibit the following ground water uses at Site 1 at Rickenbacker Air National Guard Base (RANGB):

- (1) Installation and use of water supply wells;
- (2) Construction of subsurface structures, unless
 - (a) ground water is pumped away from the area where excavation is planned (and properly evaluated and disposed), and
 - (b) the workers are provided with, and required to use, protective equipment and clothing (including respiratory protection) that prevents any exposure to contaminated ground water.
- (3) Construction of buildings, unless
 - (a) the buildings do not have basements, and
 - (b) a barrier to the ground water is provided to prevent the intrusion of contaminated vapor *if* calculations show the potential for vapor intrusion will be above levels considered protective of human health.

The Air Force further agrees that, as a condition of approval of the closure/post-closure plan, it will comply with the use restrictions set forth herein. The Air Force recognizes that this commitment to comply with the use restrictions will be enforceable requirements of any subsequent closure and/or post-closure plan approval by the director of Ohio EPA. Moreover, the Air Force agrees that this use restriction will run with the Air Force's land, inure to the benefit of the director of Ohio EPA, and will bind the successors and assigns of the Air Force, or any other owner of the facility.

TABLE 2.1
SUMMARY OF WASTE STORAGE
IRP SITE 1
RICKENBACKER ANGB, OHIO

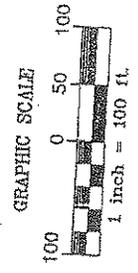
Waste Description	USEPA Haz. Waste No.	Quantity (by year)			
		1983 (gal)	1984 (gal)	1985 (gal)	1986 (lb)
PD 680 (Stoddard Solvent, Flammable Aliphatic Petroleum Distillate)	D001	1,155	1,450	110	2,429
Carbon-Removing Compound (Methylene Chloride, Creosols, Phenols)	F001, F004	590	870	--	--
Highly Aromatic Naptha	D001	500	290	--	--
Methyl Ethyl Ketone	F005	285	525	--	1,050
Paint Remover	F005	200	540	--	--
Bromochloromethane	--	200	385	--	--
Sulfuric Acid	D002	25	25	--	--
Paint Thinner	D001	20	20	--	--
Ethanolamine and Benzyl Alcohol	D001	220	--	--	--
Oily Water and Cleaning Solutions Containing Lead, Cadmium, Chromium, and Nickel	D006, D007, D008	495	--	--	--
Hydraulic Fluid	--	0	360	--	--
Synthetic Oil	--	--	440	--	--
Inspection Penetrant	--	--	150	--	--
Organic Peroxide	D002	--	--	1	--
Spent Desiccant (Cobalt chloride) ^w	--	50	40	10	--

^w Quantities for desiccant for all years are shown in pounds.

SURVEY PREPARED FOR:
AFBCA/DB RICKENBACKER
 3.512 ACRES SITE 1
 SECTION 1, TOWN 3, RANGE 22
 CONGRESS LANDS
 HAMILTON TOWNSHIP, FRANKLIN CO., OHIO

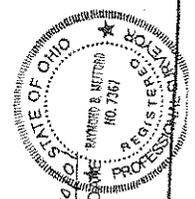
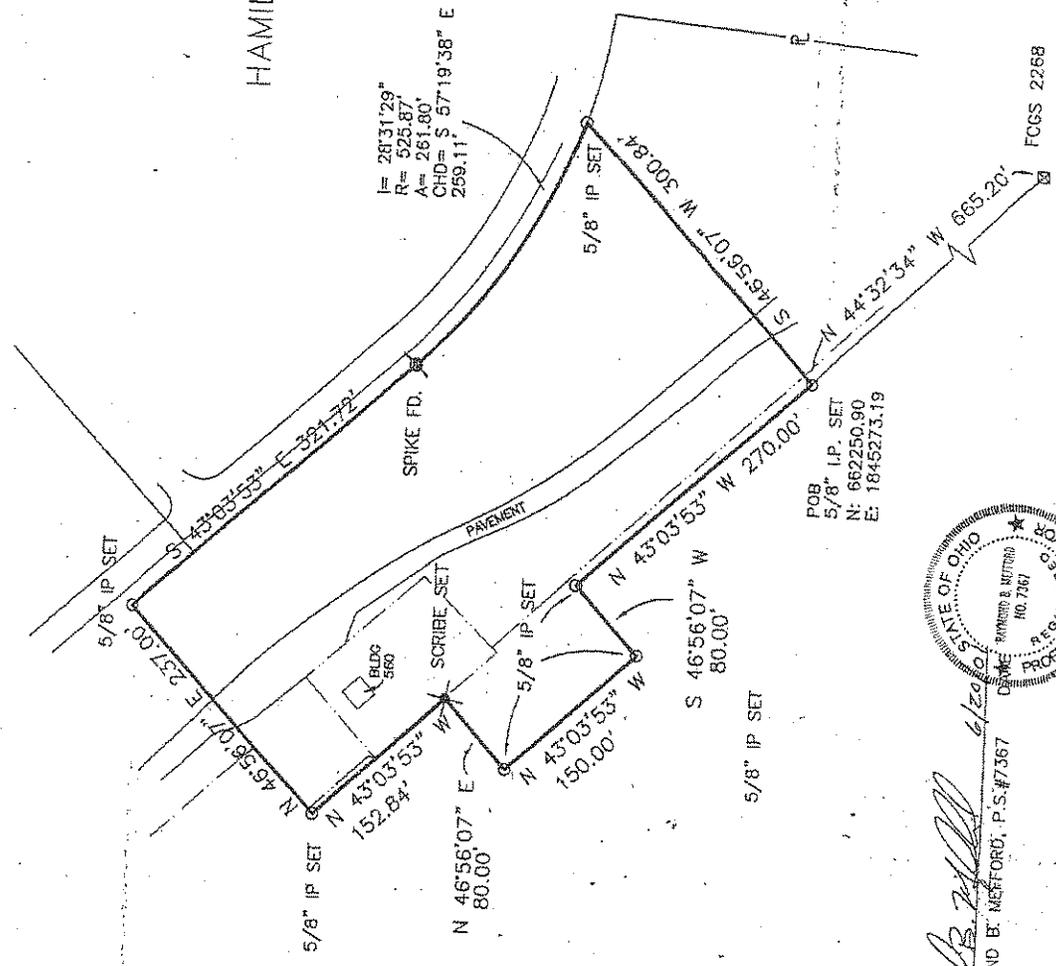


STATE PLANE COORDINATES ARE
 BASED ON OHIO COORDINATE
 SYSTEM, SOUTH ZONE, NAD 83



Prepared By:

JUDGE ENGINEERING CO.
 1201 E. DAVID ROAD
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 PHONE: 627/234-1141 FAX: 627/234-6498



Raymond B. McFford
 RAYMOND B. MCFORD, P.S.#7367

