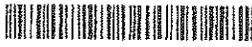


Plat # 200401210015305

Deed BCA-RICK-63-03-0301
Rickenbacker 300 Acre FAA PBT
Buildings Listed Below



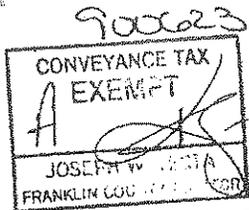
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01/21/2004 3:33PM MLCOLUMBUS RE
Robert G. Montgomery
Franklin County Recorder

-091
Commercial
Industrial
Transportation
D.B., D.C., B.A.

FOR REFERENCE PLEASE SEE
PLAT BOOK NO. 103 PAGE: 77-80

TRANSFERRED

JAN 15 2004
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO



QUITCLAIM DEED

1. PARTIES

THIS DEED is made and entered into this 22nd day of SEPTEMBER, 2003, 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 30th day of March, 1984, ("1984 Deed") and recorded in the deed records of the Franklin County Recorder's Office on the 17th 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

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 which 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 31st day of December, 2002 ("2002 Deed") and recorded in the deed records of the Franklin County Recorder's Office on the 2nd 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 hereto, 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 consisting of approximately 310.273 acres of land, located partially in the County of Franklin and partially in the County of Pickaway, State of Ohio, and all the estate, title, and interest of the Grantor, either in law or in equity, of, in, and to the same premises described as Tract 11 (approximately 255.2891 acres), Tract 12 (approximately 9.642 acres), and Tract 13 (approximately 45.342 acres) as set forth in Exhibit A to this Deed.

3. APPURTENANCES AND HABENDUM

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

4. RESERVATIONS

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

(a) To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings, and other activities related to the Installation Restoration Program (IRP), including the water monitoring well #12 located at the following approximate state plane coordinates: Northing 662394, Easting 1845120.

(b) To inspect field activities of the Grantor and its contractors and subcontractors in implementing the IRP.

(c) To conduct any test or survey required by the 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.

(d) To conduct, operate, maintain, or undertake any other response, corrective, or remedial action as required or necessary under the IRP, or the covenants of the Grantor in Section 6.4, and 6.5. of this Deed including, but not limited to, the installation of monitoring wells, pumping wells, and treatment facilities.

(e) The Grantor shall promptly restore the response, corrective, remedial action, or IRP area as nearly as possible to the condition which existed immediately prior to such investigation.

5. CONDITIONS

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 to the Columbus Regional Airport Authority

(a) Lead-Based Paint ("LBP"). The Grantee understands that in its use and occupancy of the Property, it must comply with Title X (Residential Lead-Based Paint Hazard Reduction Act, 42 U.S.C. § 4851-4852(d)) and all applicable Federal, State, and local laws relating to LBP. 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 LBP on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

(b) 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.

6.2. Notice Only to All Grantees

Petroleum Fuel Lines and Storage Tanks. The Property contains six (6) buried and abandoned petroleum fuel lines and 33 sites where underground storage tanks have been removed at the locations approximately depicted in the attached Exhibit C-2. Except for Segments A-D of the 1942 fuel line, the Grantor certifies that the fuel lines and tanks comply with the environmental standards of the Bureau of Underground Storage Tank Regulations of Ohio. 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 petroleum-contaminated soils. The Grantee acknowledges that the Grantor assumes no liability for damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with petroleum contaminated soils on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

6.3. Grantor Commercial/Industrial Covenant. In the areas described as Commercial Industrial, as depicted and described in the attached Exhibit C-1 (Building 439, IRP Site 20, and IRP Site 25) pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, (42 U.S.C. § 9620(h)(3)), the following is notice of hazardous substances on the Property and the description of remedial action taken concerning the Property:

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

(b) The United States covenants and warrants that all remedial action necessary to protect human health and the environment with respect to hazardous substances remaining on the Property has been taken before the date of this Deed, and any additional remedial action found to be necessary after the date of this Deed for contamination on the Property existing prior to the date of this Deed shall be conducted by the United States. The foregoing covenant shall not apply in any case in which the Grantee of the Property, or any part thereof, is a potentially responsible party with respect to contamination on a specific portion of the Property before the date on which any grantee acquired an interest in the Property, or is a potentially responsible party as a result of an act or omission affecting that specific portion of the Property.

6.4. Grantor Unrestricted Covenant. The United States covenants and warrants that any response action or corrective action necessary after the date of this deed for contamination existing on the Property described in Exhibit A and depicted in Exhibit C-1, excluding the following restricted areas: Building 439, IRP Site 20, and IRP Site 25; prior to the date of this deed shall be conducted by the United States.

6.5. Environmental Restrictive Covenants. The Grantee shall not place or construct, or permit to be placed or constructed, any residential structure, whether temporary or permanent, that disturbs the sediment located at the bottom of the airfield drainage ditch system, as and where it currently exists on the Property and as approximately depicted in the attached Exhibit C-2, without first obtaining EPA and State approval.

6.6. Hazards to Air Navigation. Prior to commencing any construction on, or alteration of, the Property, the Grantee covenants to comply with 14 C.F.R. Part 77 entitled "Objects

Affecting Navigable Air Space," or under the authority of the Federal Aviation Act of 1958, as amended.

7. The Grantee agrees to accept the Property subject to the following restrictive covenants set forth in 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 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 in 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 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 14 C.F.R. § 154.1(d) 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 the Airport purposes without the written consent of the Administrator, provided that with regard only to parcels described in Exhibit C that require restricted use for

environmental protection purposes, the Grantee covenants not to apply for the written consent of the Administrator for uses other than commercial and industrial purposes. 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 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. p. 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 which are necessary to service the aeronautical users of the Airport other than facilities owned or controlled by the United States and will not permit any activity thereon which would interfere with its use for Airport purposes; provided that nothing contained herein shall be construed to require:

(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 described herein is located or developed with Federal aid and all those usable for the landing and taking off of aircraft to the United States at all times, without charge, for use by aircraft of any agency of the United States in common with other aircraft, except that if the use by aircraft of any agency of the United States in common with other aircraft is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged; and, unless otherwise determined by the FAA, or otherwise agreed to by the Grantee and the using Federal agency, substantial use of an Airport by United States aircraft will be considered to exist when the operations of such aircraft are 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 which would operate to deprive it of any of the rights and powers necessary to perform or comply with any or all of the covenants and conditions set forth herein unless, by such transaction, the obligation to perform or comply with all such covenants and conditions is assumed by another public agency found by the FAA to be eligible as a public agency as defined in the Airport and Airway Development Act of 1970, as amended, to assume such obligation and have the power, authority, and financial resources to carry out all such obligations and, if an arrangement is made for management or operation of the Airport by any agency or person other than the party of the second part, it will reserve sufficient rights and authority to ensure that such Airport will be operated and maintained in accordance with these covenants and conditions, any applicable Federal statute, and the Federal Aviation Regulations.

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, described herein, the existence of which creates an undue risk of interference with the operation of the Airport or the performance of compliance with covenants and conditions set forth herein, the Grantee will acquire, extinguish, or modify such right or claim of right in a manner acceptable to the FAA.

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

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

9. By acceptance of this Deed, 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. Part 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 said 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 have the right to seek judicial enforcement of this covenant; and

11.5. the Grantee, its successors and assigns, 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 of the FAA upon his request; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee.

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

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

- Exhibit A - Property Description
- Exhibit B - Notice of Hazardous Substances
- Exhibit C - Description and Survey of Unrestricted and Commercial Industrial Areas.

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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 10th day of November, 2003.

COLUMBUS REGIONAL AIRPORT AUTHORITY

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

Signed in the Presence of:

Shirley S. Schick
Witness

Ann Yuega
Witness

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 10th day of November, 2003, by Elaine Roberts, President and Chief Executive Officer of the Columbus Regional Airport Authority, a port authority under the laws of Ohio, on behalf of that Authority.



KAREN OVERHUIS
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JUNE 11, 2005

Karen Overhuis
Notary Public
My commission expires: 6-29-05

THIS INSTRUMENT PREPARED BY:
Paul C. Macpherson
AFRPA/DB
1700 N. Moore St, Suite 2300
Arlington, VA 22209-2802

EXHIBIT A

PROPERTY DESCRIPTION

DESCRIPTION OF
TRACT 11
HAMILTON AND MADISON TWP., FRANKLIN COUNTY

Situate in the State of Ohio, County of Franklin, Township of Hamilton, Sections 1, 2, 11, and 12, Township 3, Range 22, of Congress Lands, and Township of Madison, Section 7, Township 10, Range 21, of the Congress Lands, being part of the land conveyed to 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 Franklin County Geodetic Survey Monument Number 9962 in the Franklin County and Pickaway County line;

Thence North $86^{\circ}13'48''$ West, a distance of 199.68 feet, to the Point of True Beginning, for the herein described tract;

Thence North $86^{\circ}13'48''$ West, a distance of 1106.96 feet, along the said Franklin County and Pickaway County line to an iron pin set;

Thence the following four-teen (14) courses and distances over and across a tract of land conveyed to the United States of America:

1. North $45^{\circ}34'41''$ East, a distance of 1636.00 feet, to an iron pin found;
2. North $44^{\circ}25'19''$ West, a distance of 259.79 feet, to an iron pin found;
3. North $45^{\circ}34'41''$ East, a distance of 4199.77 feet, to an iron pin found;
4. North $43^{\circ}01'29''$ West, a distance of 1679.94 feet, to an iron pin;
5. North $45^{\circ}32'40''$ East, a distance of 50.00 feet, to an iron pin;
6. North $43^{\circ}01'29''$ West, a distance of 350.00 feet, to an iron pin found;
7. North $45^{\circ}32'40''$ East, a distance of 26.87 feet, to an iron pin found;
8. North $44^{\circ}45'14''$ West, a distance of 912.77 feet, to an iron pin found;
9. South $45^{\circ}16'15''$ West, a distance of 2089.91 feet, to an iron pin found;
10. South $36^{\circ}31'28''$ East, a distance of 1185.42 feet, to an iron pin found;
11. Along a curve to the right, having a central angle of $76^{\circ}07'09''$, a radius of 330.00 feet, an arc length of 438.41 feet, a chord which bears South $07^{\circ}32'07''$ West, a chord distance of 406.88 feet, to an iron pin found;
12. South $45^{\circ}35'41''$ West, a distance of 3521.32 feet, to an iron pin found;
13. Along a curve to the left, having a central angle of $90^{\circ}00'00''$, a radius of 340.00 feet, an arc length of 534.07 feet, a chord which bears South $00^{\circ}35'41''$ West, a chord distance of 480.83 feet, to an iron pin found;
14. South $44^{\circ}24'19''$ East, a distance of 779.71 feet, to an iron pin set in the said Franklin County and Pickaway County line;

Thence North $86^{\circ}13'48''$ West, a distance of 472.03 feet, along the said Franklin County and Pickaway County line to a Franklin County Geodetic Survey Monument Number 9958;

Thence North $86^{\circ}29'33''$ West, a distance of 76.96 feet, along the said Franklin County and Pickaway County line to an iron pin set in the easterly right-of-way line of the Norfolk Western Railway Company;

Thence along a curve to the left, having a central angle of 22°05'38", a radius of 1938.85 feet, an arc length of 747.64 feet, a chord which bears North 27°45'18" West, a chord distance of 743.01 feet, along the easterly right-of-way line of said Norfolk Western Railway Company to an iron pin set;

Thence the following ten (10) courses and distances along the easterly line of a 241.695 acre tract (Tract 2) as conveyed to Columbus Municipal Airport Authority by deed of record in Instrument Number 200301020000768:

1. North 27°28'05" East, a distance of 449.19 feet, to an iron pin set;
2. North 41°34'39" East, a distance of 303.18 feet, to an iron pin set;
3. South 44°24'19" East, a distance of 82.00 feet, to an iron pin set;
4. North 45°35'41" East, a distance of 3390.02 feet, to an iron pin set;
5. North 07°55'51" West, a distance of 41.71 feet, to an iron pin set;
6. North 86°58'21" West, a distance of 497.79 feet, to an iron pin set;
7. North 46°17'45" East, a distance of 438.74 feet, to an iron pin set;
8. North 19°09'32" East, a distance of 78.88 feet, to an iron pin set;
9. North 30°31'28" West, a distance of 1974.61 feet, to an iron pin set;
10. Along a curve to the right, having a central angle of 18°33'37", a radius of 1992.90 feet, an arc length of 645.57 feet, a chord which bears North 21°14'40" West, a chord distance of 642.75 feet, to an iron pin found;

Thence the following three (3) courses and distances along the line of a 17.839 acre tract, (site 2) surveyed by Judge Engineering Co. for AFBCA/DB Rickenbacker:

1. South 86°13'52" East, a distance of 761.05 feet, to an iron pin found;
2. North 03°46'08" East, a distance of 943.00 feet, to an iron pin found;
3. North 86°13'52" West, a distance of 835.20 feet, to an iron pin found in the easterly line of said Tract 2;

Thence the following two (2) courses and distances along the line of said Tract 2:

1. North 03°50'28" East, a distance of 627.30 feet, to an iron pin set;
2. North 86°49'29" West, a distance of 953.90 feet, passing an iron pin set at 578.28 feet at the common corner of said 241.695 acre tract and a 8.464 acre tract (parcel No. 1) conveyed to Building Concepts Inc. by deed of record in Official Record 29946 120 and a 1.83 acre tract conveyed to the United States of America by deed of record in Deed Book 1192 Page 231, to an iron pin set;

Thence along a curve to the right, having a central angle of 75°26'08", a radius of 606.69 feet, an arc length of 798.77 feet, a chord which bears North 49°06'26" West, a chord distance of 742.31 feet, along the line common to said 1.83 acre tract and said 8.464 acre tract to an railroad spike set in the centerline of Canal Road;

Thence North 23°06'04" East, a distance of 137.88 feet, along the centerline of Canal Road to a railroad spike set;

Thence the following two (2) courses and distances along the line common said 1.83 acre tract and a 19.042 acre tract (parcel 2) conveyed to Building Concepts Inc. by deed of record in Official Record 29946 120:

1. Along a curve to the left, having a central angle of $87^{\circ}34'08''$, a radius of 540.69 feet, an arc length of 826.37 feet, a chord which bears South $43^{\circ}02'26''$ East, a chord distance of 748.26 feet, to an iron pin set;
2. South $86^{\circ}49'29''$ East, a distance of 376.62 feet, to an iron pin set;

Thence North $04^{\circ}02'49''$ East, a distance of 16.98 feet, along the line of said 19.042 acre tract to an iron pin set;

Thence the following eight (8) courses and distances along the line of an original 149.8910 acre tract conveyed to Peter H. McCann, Trustee of the Gentry Company by deed of record in Official Record 6518 A01;

1. South $86^{\circ}46'46''$ East, a distance of 2648.79 feet, to an iron pin set;
2. North $03^{\circ}49'42''$ East, a distance of 25.00 feet, to an iron pin set;
3. South $86^{\circ}13'24''$ East, a distance of 428.28 feet, to an iron pin set;
4. North $03^{\circ}46'36''$ East, a distance of 87.40 feet, to an iron pin set;
5. South $87^{\circ}08'04''$ East, a distance of 40.00 feet, to an iron pin set;
6. South $03^{\circ}46'36''$ West, a distance of 88.04 feet, to an iron pin set;
7. South $86^{\circ}13'24''$ East, a distance of 286.49 feet, to an iron pin set;
8. North $03^{\circ}48'27''$ East, a distance of 20.98 feet, to an iron pin set;

Thence the following five (5) courses and distances along the 0.371 acre tract (Tract 10) as conveyed to Columbus Municipal Airport Authority by deed of record in Instrument Number 200301020000768:

1. South $86^{\circ}15'09''$ East, a distance of 897.00 feet, to an iron pin set in the westerly most line of Port Road as delineated on Plat Book 76 Page 46 (Formerly known as Curtis Lemay Avenue);
2. South $03^{\circ}42'59''$ West, a distance of 301.82 feet, to an iron pin found;
3. South $42^{\circ}51'20''$ East, a distance of 560.88 feet, to a drill hole found;
4. South $03^{\circ}40'38''$ West, a distance of 549.30 feet, to an iron pin found;
5. South $46^{\circ}33'19''$ West, a distance of 437.98 feet, to an iron pin found in the corner of a 3.512 acre tract, (site 1) surveyed by Judge Engineering Co. for AFBCA/DB;

Thence the following eight (8) courses and distances along the line of said 3.512 acre tract:

1. North $43^{\circ}03'53''$ West, a distance of 70.00 feet, to an iron pin found;
2. South $46^{\circ}56'07''$ West, a distance of 237.00 feet, to an iron pin found;
3. South $43^{\circ}03'53''$ East, a distance of 152.84 feet, to an iron pin found;
4. South $46^{\circ}56'07''$ West, a distance of 80.00 feet, to an iron pin found;
5. South $43^{\circ}03'53''$ East, a distance of 150.00 feet, to an iron pin found;
6. North $46^{\circ}56'07''$ East, a distance of 80.00 feet, to an iron pin found;
7. South $43^{\circ}03'53''$ East, a distance of 270.00 feet, to an iron pin found;

8. North $46^{\circ}56'07''$ East, a distance of 300.84 feet, to an iron pin found in a westerly line of said Tract I;

Thence the following seventeen (17) courses and distances along said Tract I:

1. Along a curve to the left, having a central angle of $10^{\circ}26'18''$, a radius of 525.87 feet, an arc length of 95.81 feet, a chord which bears South $76^{\circ}48'31''$ East, a chord distance of 95.67 feet, to an iron pin found;
2. South $04^{\circ}45'37''$ West, a distance of 264.86 feet, to an iron pin found;
3. South $86^{\circ}12'58''$ East, a distance of 197.06 feet, to an iron pin found;
4. South $03^{\circ}47'02''$ West, a distance of 181.17 feet, to an iron pin set;
5. South $46^{\circ}50'46''$ West, a distance of 954.54 feet, to an iron pin set;
6. South $43^{\circ}01'29''$ East, a distance of 1432.00 feet, to an iron pin set;
7. South $45^{\circ}34'41''$ West, a distance of 1514.40 feet, to an iron pin found;
8. North $44^{\circ}25'19''$ West, a distance of 270.00 feet, to an iron pin found;
9. South $45^{\circ}34'41''$ West a distance of 340.00 feet, to an iron pin found;
10. South $44^{\circ}25'19''$ East, a distance of 270.00 feet, to an iron pin found;
11. South $45^{\circ}39'54''$ West, a distance of 185.62 feet, to an iron pin found;
12. North $44^{\circ}25'19''$ West a distance of 300.02 feet, to an iron pin found;
13. South $45^{\circ}34'42''$ West, a distance of 700.04 feet, to an iron pin found;
14. South $44^{\circ}25'39''$ East, a distance of 300.30 feet, to an iron pin found;
15. South $45^{\circ}34'41''$ West, a distance of 1459.98 feet, to an iron pin set;
16. South $44^{\circ}25'19''$ East, a distance of 500.00 feet, to an iron pin set;
17. South $45^{\circ}34'41''$ West, a distance of 890.08 feet, to the **POINT OF TRUE BEGINNING**, containing 295.137 acres, more or less.

EXCEPTING THE FOLLOWING THREE TRACTS, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

EXCEPTION NUMBER 1:

Situate in the State of Ohio, County of Franklin, Township of Hamilton, Sections 1 and 12, Township 3, Range 22 of the Congress Lands, and being a 18.609 acre tract conveyed to Rickenbacker Port Authority by deed of record in Instrument Number 200204090089210 and a 18.320 acre tract conveyed to Rickenbacker Port Authority by deed of record in Instrument Number 200204090089210, also a 0.110 acre tract owned by the United States of America;

BEGINNING, at an angle point in the northwesterly line of said 18.609 acre tract:

Thence the following five (5) courses and distances along the lines of said 18.609 acre tract and 18.320 acre tract:

1. North $45^{\circ}36'04''$ East, a distance of 2170.11 feet, to an iron found;
2. Along a curve to the right, having a central angle of $89^{\circ}59'55''$, a radius of 115.00 feet, an arc length of 180.64 feet, a chord which bears South $89^{\circ}23'59''$ East, a chord distance of

- 162.63 feet, to an iron pin found;
3. South 44°24'01" East, a distance of 566.59 feet, to an iron pin found;
 4. South 45°34'28" West, a distance of 2453.76 feet, to an iron pin found;
 5. North 30°31'28" West, a distance of 703.25 feet, to the POINT OF BEGINNING, containing 37.039 acres, more or less.

EXCEPTION NUMBER 2:

1.377 ACRE TRACT (SITE 21) SURVEYED BY JUDGE ENGINEERING CO. FOR THE AFBCA/DB

Situate in the State of Ohio, County of Franklin, Township of Hamilton, Section 1, Township 3, Range 22 of the Congress Lands and being a 1.377 acre parcel more particularly described as follows:

BEGINNING, at a PK nail set in Ohio State Plane Coordinate N: 663702.04, E: 1845008.43, said point being North 03°12'05" West, a distance of 2385.38 feet, from Franklin County Engineer's monument FCGS 2268;

Thence from said place of beginning North 86°15'09" West, a distance of 150.00 feet, to a 5/8" iron pin set; thence North 03°42'59" East, a distance 400.00 feet, to a 5/8" iron pin set; thence South 86°15'09" East, a distance of 150.00 feet, to a PK nail set; thence South 03°42'59" West, a distance of 400.00 feet, to the place of beginning containing 1.377 acres more or less.

EXCEPTION NUMBER 3:

Situate in the State of Ohio, County of Franklin, Township of Hamilton, Section 1, Township 3, Range 22 of the Congress Lands, and being a 1.433 acre tract conveyed to South Central Power Company by deed of record in Official Record 34399 E11;

BEGIN FOR REFERENCE, at a Franklin County Geodetic Survey Monument Number 9963;

Thence the following two (2) courses and distances over and across a tract of land conveyed to the United States of America:

1. South 03°45'36" West, a distance of 53.31 feet, to a point;
2. South 86°14'24" East, a distance of 135.49 feet, to the POINT OF TRUE BEGINNING;

Thence the following six (6) courses and distances along the lines of said 1.433 acre tract;

1. South 86°06'00" East, a distance of 139.11 feet, to an iron pin found;
2. South 04°17'30" West, a distance of 25.00 feet, to an iron pin found;
3. South 86°06'00" East, a distance of 71.05 feet, to an iron pin found;
4. South 04°17'30" West, a distance of 280.50 feet, to an iron pin found;
5. North 86°06'00" West, a distance of 210.16 feet, to an iron pin found;
6. North 04°17'30" East, a distance of 305.50 feet, to the POINT OF TRUE BEGINNING, containing 1.433 acres, more or less.

Tract 11, after all exceptions contains 255.289 acres more or less, (254.901 acres Hamilton Township, 0.388 acres Madison Township, Franklin County),

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



R.D. ZANDE & ASSOCIATES, INC.

Jeffrey D. Hofius Date *09/11/03*
Jeffrey D. Hofius, Date
Registered Surveyor No. 7455

P:\2127531 SURVEYS\DATA\2127531-TRACT 11

0-28
ALL of (150)
2666
+
2668
(LEASE TRACTS)
AND
SPLIT 250.453 ACRES
OUT OF (150)
84
which TOTALS 254.901 ACRES
AS DESCRIBED.
AND
SPLIT .388 ACRES
OUT OF (180)
170

DESCRIPTION VERIFIED	
DEAN C. RINGLE, P.E., D.S.	
BY: <u>TG</u>	A circular seal for the State of Ohio. The outer ring contains the text "STATE OF OHIO" at the top and "PROFESSIONAL ENGINEER" at the bottom, separated by two stars. The center of the seal contains the name "DEAN C. RINGLE" and the number "P.E. 111404".
DATE: <u>11/14/04</u>	

**DESCRIPTION OF
TRACT 12
MADISON TWP., FRANKLIN COUNTY**

Situate in the State of Ohio, County of Franklin, Township of Madison, Section 7, Township 10, Range 21, of the Congress lands, being part of the land conveyed to 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 Franklin County Geodetic Survey Monument Number 9953 in the Franklin County and Pickaway County line:

Thence South 86°15'30" East, a distance of 2050.26 feet, along the said Franklin County and Pickaway County line;

Thence the following six (6) courses and distances on over and across 2995.065 tract 1 conveyed to Franklin County, Ohio Board of Commissioners by deed of record in Instrument Number 200301020000763, also along the line common to original Parcel "A" conveyed to Rickenbacker Port Authority by deed of record in Official Record 4117 A01 and the original 1012.056 acre tract conveyed to Rickenbacker Port Authority by deed of record in Instrument Number 199906300165980;

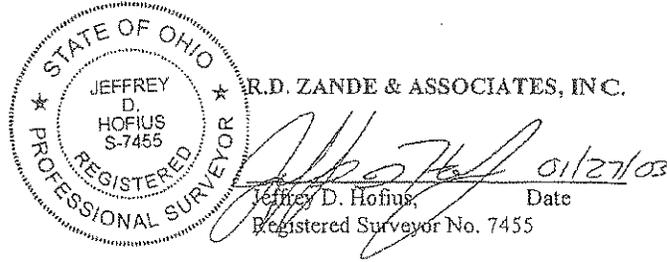
1. North 03°00'00" East, a distance of 706.85 feet, to an iron pin;
2. North 87°00'00" West, a distance of 312.00 feet, to an iron pin;
3. South 03°00'00" West, a distance of 649.00 feet, to an iron pin;
4. North 87°00'00" West, a distance of 1325.00 feet, to an iron pin;
5. North 44°42'00" West, a distance of 229.80 feet, to an iron pin;
6. North 45°18'00" East, a distance of 4521.83 feet, to the **POINT OF TRUE BEGINNING**, for the herein described tract;

Thence the following three (3) courses and distances along the easterly line of said 2995.065 acre tract:

1. North 44°42'00" West, a distance of 300.00 feet, to an iron pin set;
2. North 45°18'00" East, a distance of 1400.00 feet, to an iron pin set;
3. South 44°42'00" East, a distance of 300.00 feet, to an iron pin set in the westerly line of said original Parcel "A"

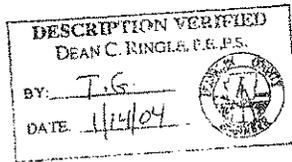
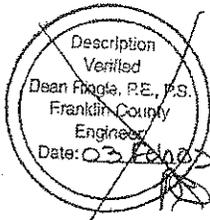
Thence South 45°18'00" West, a distance of 1400.00 feet, along the westerly line of said original Parcel "A" to the **POINT OF TRUE BEGINNING**, containing 9.642 acres, more or less.

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



P:\237893\ SURVEY\ DATA\237893-Trim1-12

0-49-A
Split
9.642 Acres
out of
(180)
170



**DESCRIPTION OF
TRACT 13
HARRISON TWP., PICKAWAY CO.**

Situate in the State of Ohio, County of Pickaway, Township of Harrison, Sections 13, and 14, Township 3, Range 22, of the Congress Lands, and being part of the first tract and second tract as conveyed to the United States of America by deed of record in Deed Book 144, Page 289, records of the Recorder's Office, Pickaway County, Ohio and being more particularly described as follows:

BEGINNING, at a Franklin County Geodetic Survey Monument Number 9958 in the Franklin County and Pickaway County line;

Thence South $86^{\circ}13'48''$ East, a distance of 472.03 feet, along the said Franklin County and Pickaway County line to an iron pin set;

Thence the following six (6) courses and distances over and across said United States of America tract:

1. South $44^{\circ}24'19''$ East, a distance of 964.93 feet, to an iron pin found;
2. North $45^{\circ}35'41''$ East, a distance of 138.16 feet, to an iron pin found;
3. North $44^{\circ}24'19''$ West, a distance of 90.79 feet, to an iron pin found;
4. North $45^{\circ}35'41''$ East, a distance of 367.32 feet, to an iron pin found;
5. North $44^{\circ}24'19''$ West, a distance of 203.60 feet, to an iron pin found;
6. North $45^{\circ}34'41''$ East, a distance of 94.55 feet, to an iron pin set in the Franklin County and Pickaway County line;

Thence South $86^{\circ}13'48''$ East, a distance of 1106.96 feet, long the said Franklin County and Pickaway County line, to an iron pin set;

Thence the following six (6) courses and distances along the line of a 310.690 acre tract conveyed to Rickenbacker Port Authority by deed of record in Official Record 141 Page 83;

1. South $45^{\circ}34'41''$ West, a distance of 659.92 feet, to and iron pin set;
2. South $44^{\circ}25'19''$ East, a distance of 950.00 feet, to an iron pin set;
3. South $45^{\circ}34'41''$ West, a distance of 350.00 feet, to an iron pin set;

4. North 83°15'01" West, a distance of 513.46 feet, to an iron pin set;
5. North 44°24'19" West, a distance of 850.00 feet, to an iron pin set
6. North 86°24'16" West, a distance of 1321.53 feet, to an iron pin set in the easterly right-of-way line in the Norfolk Western Railway Company;

Thence the following two (2) courses and distances along the easterly right-of-way line of said Norfolk Western Railway Company:

1. North 03°35'44" East, a distance of 123.83 feet, to an iron pin set;
2. Along a curve to the left, having a central angle of 20°18'13", a radius of 1938.85 feet, an arc length of 687.06 feet, a chord which bears North 06°33'23" West, a chord distance of 683.47 feet, to an iron pin set;

Thence South 86°29'33" East, a distance of 76.96 feet, to the POINT OF BEGINNING, containing 45.342 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



R.D. ZANDE & ASSOCIATES, INC.

[Signature] 01/27/03
 Jeffrey D. Hofius, Date
 Registered Surveyor No. 7455

P:0378931 SURVEY DATA\237893-TRACT-13

Adjacent to
 O-49-A
 +
 O-28
 T.N.N.

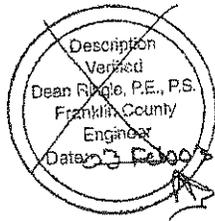
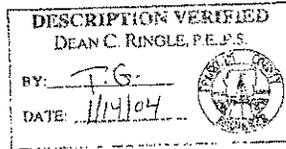


EXHIBIT B

NOTICE OF HAZARDOUS SUBSTANCES

EXHIBIT B
NOTICE OF HAZARDOUS SUBSTANCES
AND
PETROLEUM PRODUCTS RELEASED

The information set out below from the BW-EBS constitutes the notice of hazardous substances and petroleum products that are known or assumed to have been released, and have been addressed in the IRP, on the Property consisting of Tracts 11, 12, and 13 at 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 or petroleum products, 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	Date Released	Response Action Taken	Remarks
JP-4			25,000 gal	1976	BUSTR closure approved	SS-03
JP-4			200 gal	1985	BUSTR closure approved	SS-04
JP-4			80,000 gal 600 gal	1972 1985	BUSTR closure approved	SS-05
Gasoline	Gasoline	8006-61-9	100 gal	1985	BUSTR closure approved	SS-06
Pesticides			Unknown	Unknown-mid 1980s*	NFRAP decision document signed.	SS-17
Coal			Runoff	1953-1989*	NFRAP decision document signed	SS-20
Solvents, paints, fuel, etc.			Large Quantity	1940s-present*	NFRAP decision document signed	SS-25
Gasoline	Gasoline	8006-61-9	Unknown	1942-1953*	BUSTR closure approved	ST-28 at former Fac. 406
Gasoline	Gasoline	8006-61-9	Unknown	1953-1981*	BUSTR closure approved	ST-28 at former Fac. 430
Diesel fuel, kerosene			Unknown	1942-1981*	BUSTR closure approved	ST-28/ USTs 53-57 at former Fac. 554
JP-4 and wastewater			Unknown	1953-1990*	BUSTR Closure approved	ST-29/ USTs 13-21 and 81 at former Fac. 890
JP-4 and wastewater			Unknown	1953-1990*	BUSTR closure approved	ST-38
Gasoline			Unknown	1942-1953*	BUSTR closure approved	SS-45

Deed BCA-RICK-63-03-0301
 Rickenbacker 300 Acre FAA PBT
 Buildings Listed Below

Substance	Regulatory Synonym(s)	CAS Registry Number	Quantity	Date Released	Response Action Taken	Remarks
Gasoline			Unknown	Unknown	Yes	Facility 898
Jet Fuel			Unknown	Unknown	None required	AST No. 824
Jet Fuel			Unknown	Unknown	None required	AST No. 825
Jet Fuel			Unknown	Unknown	None required	AST No. 826
Jet Fuel			Unknown	Unknown	None required	AST No. 827
Jet Fuel			Unknown	Unknown	None required	AST No. 828
Jet Fuel			Unknown	Unknown	None required	AST No. 829
Solvents/PAs			Unknown	1942-unknown	NFRAP decision document signed	AOC: Facility 439
Solvents			Unknown	1958-unknown	NFRAP decision document signed	AOC: Facility 550
Solvents			Unknown	1958-unknown	NFRAP decision document signed	AOC: Facility 553
Gasoline			Unknown	1942-1951	Yes	AOC: 1942 Fuel Line Segments A&B
Gasoline			Unknown	1953-1994	Yes	AOC: Closed Fuel Hydrant Systems Segments C, D & E.

EXHIBIT C
Description and Survey
of
Unrestricted and
Commercial/Industrial Areas.

FOR REFERENCE PLEASE SEE
 PLAT BOOK NO. 109 PAGE 80

EXHIBIT C-1
Description and Survey
of
Commercial/Industrial Areas.

FOR REFERENCE PLEASE SEE
~~CONDOMINIUM~~ PLAT BOOK NO. 103 PAGE 20

DESCRIPTION OF COMMERCIAL/INDUSTRIAL AREAS.

Building 439, and IRP Site 20

The areas described and depicted as Building 439, and IRP site SD-20, are limited to commercial/industrial use. The Department of Defense Environmental Condition (DoDEC) Category for Building 439, and IRP Sites SD 20, and SD 25 is DoDEC category 4.

IRP Site 25

The area known as IRP site SD-25 represents the Rickenbacker ditch system, the center line of which is depicted on the attached map as a dashed and dotted line (_____ ... _____). The sediment located at approximately the centerline or bottom of the ditch system is considered to be potentially harmful to human health and the environment. The Grantee shall not place or construct, or permit to be placed or constructed, any residential structure, whether temporary or permanent, that disturbs the sediment located at the bottom of the airfield drainage ditch system, as and where it currently exists on the Property and as approximately depicted in the attached Exhibit C-2, without first obtaining EPA and State approval. If the sediment is removed, excavated, or remediated the restriction on reuse within the effected area may no longer apply.



Judge Engineering Company

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SITE 439

Description of a 0.057 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 0.057 acre tract of land more particularly described as follows:

Beginning at a $\frac{1}{8}$ " iron pin set at Ohio State Plane Coordinate N: 663647.39, E: 1843811.59, said point being N $45^{\circ}42'56''$ W a distance of 3037.82 feet from Franklin County Engineer's Monument FCGS 2268;

thence from said point of beginning N $44^{\circ}20'21''$ W a distance of 50.00 feet to a $\frac{1}{8}$ " iron pin set;
thence N $45^{\circ}39'39''$ E a distance of 50.00 feet to a $\frac{1}{8}$ " iron pin set;
thence S $44^{\circ}20'21''$ E a distance of 50.00 feet to a $\frac{1}{8}$ " iron pin set;
thence S $45^{\circ}39'39''$ W a distance of 50.00 feet to the point of beginning containing 0.057 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\Jobs\7168\pumphouses

1201 East David Road • Kettering, Ohio 45429 • (937) 294-1441 • FAX (937) 294-6498
E-Mail: judge@erinet.com • Web Site: <http://www.erinet.com/judge/www>



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Site 20

Description of a 0.888 Acre Tract
Hamilton Township, Franklin County, Ohio

Situate in Section 12, Town 3, Range 22, Congress Lands, Hamilton Township, Franklin County, Ohio and being a 0.888 acre tract of land more particularly described as follows:

Beginning at a $\frac{5}{8}$ " iron pin set at Ohio State Plane Coordinate N: 6604134, E: 1842666.95, said point being S 89° 59' 42" E a distance of 4114.22 feet from Franklin County Engineer's Monument FCGS 5016;

thence from said point of beginning S 30° 31' 31" E a distance of 69.17 feet to a $\frac{5}{8}$ " iron pin set; thence southeasterly on a curve to the right having a radius of 250.00 feet and an arc of 183.35 feet (said curve having a central angle of 42° 01' 19" and a chord bearing of S 9° 30' 51" E for a distance of 179.27 feet) to a $\frac{5}{8}$ " iron pin set; thence N 86° 58' 21" W a distance of 296.14 feet to a pk nail found; thence N 46° 17' 45" E a distance of 319.49 feet to the point of beginning containing 0.888 acres more or less.

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



Ray B. Mefford 6/30/05
Raymond B. Mefford,
Registered Surveyor No. 7367

C:\WP51\Vote\2168\Site 20

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EXHIBIT C-2
Description and Survey
of
Ditch System, Petroleum Lines
&
Underground Storage Tanks

FOR REFERENCE PLEASE SEE
~~CONFIDENTIAL~~ AT BOOK NO. 103 PAGE 20

Plat 200603220053414 VOL 0587 PAGE 0510

200603220053407
Pg: 35 \$300.00 T20060021316
03/22/2006 12:07PM HAC
Robert G. Montgomery
Franklin County Recorder

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Rickenbacker 300 Acre FAA PBT
Buildings Listed Below

Instrument
200600004441

Re-record to show
correct plat book
Volume

REFERENCE PLEASE SEE
PLAT BOOK NO. 109 PAGE 7

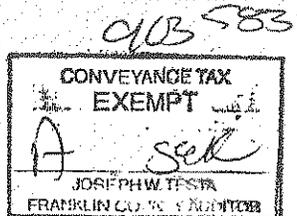


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03/24/2006 11:24AM RTC
Robert G. Montgomery
Franklin County Recorder

TRANSFERRED

MAR 22 2006

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO



AMENDED AND RESTATED QUITCLAIM DEED

1. PARTIES

THIS DEED is made and entered into this 26th day of August, 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 30th day of March, 1984, ("1984 Deed") and recorded in the deed records of the Franklin County Recorder's Office on the 17th 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

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

192, 364, 370, 380, 406, 416, 417, 419, 420, 421, 422, 423, 424, 425, 427, 428, 430, 436, 437, 439, 440, 441, 450, 460, 538, 544, 547, 548, 549, 550, 554, 553, 555, 556, 557, 596, 594, 595, 597, 800, 801, 802, 803, 810, 812, 821, 824, 825, 826, 827, 828, 829, 830, 833, 834, 835, 836, 837, 838, 890, 891, 892, 894, and 897

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WHEREAS, the real property was resurveyed by Rickenbacker Port Authority to effect the conveyance by deed on the 31st day of December, 2002 ("2002 Deed") and recorded in the deed records of the Franklin County Recorder's Office on the 2nd 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 Grantor and the Grantee have agreed 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; and

WHEREAS, by deed dated the 22nd day of September, 2003, ("300-Acre Deed") and recorded in the deed records of the Franklin County Recorder's Office on the 21st day of January, 2004, reference number 200401210015232, the Grantor did GRANT, BARGAIN, SELL, ALIEN, and CONVEY unto the Columbus Regional Airport Authority certain real property described in Exhibit A of the 300 Acre Deed; and

WHEREAS, that instrument was subject to certain terms and conditions, all of which are detailed in that instrument EXCEPT that Exhibit A Property Description, did not fully describe the subject real property; and

WHEREAS, that instrument was subject to certain terms and conditions, all of which are detailed in that instrument EXCEPT that certain covenants, conditions and restrictions are incorrect or missing; 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 hereto, the Grantor and the Grantee agree that the 300 Acre Deed be amended and restated as follows:

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,

192, 364, 370, 380, 406, 416, 417, 419, 420, 421, 422, 423, 424, 425, 427, 428, 430, 436, 437, 439, 440, 441, 450, 460, 538, 544, 547, 548, 549, 550, 554, 553, 555, 556, 557, 596, 594, 595, 597, 800, 801, 802, 803, 810, 812, 821, 824, 825, 826, 827, 828, 829, 830, 833, 834, 835, 836, 837, 838, 890, 891, 892, 894, and 897

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does hereby remise, release, and forever quitclaim to the Grantee the following described premises consisting of approximately 325.244 acres of land, located partially in the County of Franklin and partially in the County of Pickaway, State of Ohio, and all the estate, title, and interest of the Grantor, either in law or in equity, of, in, and to the same premises described as Tract 11 (approximately 255.289 acres), Tract 12 (approximately 9.642 acres), Tract 13 (approximately 45.342 acres), and Tract 14 (approximately 14.971 acres) as set forth in Exhibit A to this Deed.

3. APPURTENANCES AND HABENDUM

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

4. RESERVATIONS

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

(a) To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings, and other activities related to the Installation Restoration Program (IRP), including the water monitoring well #12 located at the following approximate state plane coordinates: Northing 662394, Easting 1845120.

(b) To inspect field activities of the Grantor and its contractors and subcontractors in implementing the IRP.

(c) To conduct any test or survey required by the 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.

(d) To conduct, operate, maintain, or undertake any other response, corrective, or remedial action as required or necessary under the IRP, or the covenants of the Grantor in Section 6.4. and 6.5. of this Deed including, but not limited to, the installation of monitoring wells, pumping wells, and treatment facilities.

(e) The Grantor shall promptly restore the response, corrective, remedial action, or IRP area as nearly as possible to the condition which existed immediately prior to such investigation.

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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.

6.2. Notice Only to All Grantees.

6.2.1. Petroleum Fuel Lines and Storage Tanks. The Property contains six (6) buried and abandoned petroleum fuel lines and 33 sites where underground storage tanks have been removed at the locations approximately depicted in the attached Exhibit C-2. Except for

192, 364, 370, 380, 406, 416, 417, 419, 420, 421, 422, 423, 424, 425, 427, 428, 430, 436, 437, 439, 440, 441, 450, 460, 538, 544, 547, 548, 549, 550, 554, 553, 555, 556, 557, 596, 594, 595, 597, 800, 801, 802, 803, 810, 812, 821, 824, 825, 826, 827, 828, 829, 830, 833, 834, 835, 836, 837, 838, 890, 891, 892, 894, and 897

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Segments A-D of the 1942 fuel line, the Grantor certifies that the fuel lines and tanks comply with the environmental standards of the Bureau of Underground Storage Tank Regulations of Ohio. 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 petroleum-contaminated soils. The Grantee acknowledges that the Grantor assumes no liability for damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with petroleum contaminated soils on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

(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 6.3. 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.

6.3. Grantor Covenant Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)). In accordance with CERCLA 120(h)(3), as it applies to the areas of the Property marked as "Commercial Industrial" for identification only and for no other purpose, as depicted and described in the attached Exhibit C-1 (Building 439, IRP Site 20, and IRP Site 25 (the "CERCLA 120(h)(3) Property")), the following is notice of hazardous substances and the description of remedial action taken:

(a) The Grantor has made a complete search of its files and records. Exhibit B contains a table with the name of hazardous substances known to have been released or disposed of, on the CERCLA 120(h)(3) 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; and the date(s) that such storage, release, or disposal took place.

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(b) The United States covenants and warrants that all remedial action necessary to protect human health and the environment with respect to hazardous substances remaining on the CERCLA 120(h)(3) Property has been taken before the date of this Deed, and any additional remedial action found to be necessary after the date of this Deed for contamination on the CERCLA 120(h)(3) Property existing prior to the date of this Deed shall be conducted by the United States. The foregoing covenant shall not apply in any case in which the Grantee of the CERCLA 120(h)(3) Property, or any part thereof, is a potentially responsible party with respect to contamination on a specific portion of the CERCLA 120(h)(3) Property before the date on which any grantee acquired an interest in the CERCLA 120(h)(3) Property, or is a potentially responsible party as a result of an act or omission affecting that specific portion of the CERCLA 120(h)(3) Property.

6.4. Grantor Covenant Pursuant to CERCLA Section 120(h)(4). The United States covenants and warrants that any response action or corrective action necessary after the date of this deed for contamination existing on that portion of the Property described in Exhibit A and depicted in Exhibit C-1, excluding Building 439, IRP Site 20, and IRP Site 25, shall be conducted by the United States.

6.5. Environmental Restrictive Covenants. The Grantee shall not place or construct, or permit to be placed or constructed, any improvement or structure, whether temporary or permanent, that disturbs the sediment located at the bottom of the airfield drainage ditch system, as and where it currently exists on the Property and as approximately depicted in the attached Exhibit C-2, without first obtaining EPA and State approval to ensure that any soil removed is disposed of in accordance with all applicable laws and regulations.

6.6. 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 restrictive 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

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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 notify the Ohio EPA, and 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. 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. Any of the 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:

192, 364, 370, 380, 406, 416, 417, 419, 420, 421, 422, 423, 424, 425, 427, 428, 430, 436, 437, 439, 440, 441, 450, 460, 538, 544, 547, 548, 549, 550, 554, 553, 555, 556, 557, 596, 594, 595, 597, 800, 801, 802, 803, 810, 812, 821, 824, 825, 826, 827, 828, 829, 830, 833, 834, 835, 836, 837, 838, 890, 891, 892, 894, and 897

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(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 such 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

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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 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, a 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 which are necessary to service the aeronautical users of the Airport other than facilities owned or controlled by the United States and will not permit any activity thereon which would interfere with its use for Airport purposes; provided that nothing contained herein shall be construed to require:

(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.

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Rickenbacker 300 Acre FAA PBT
Buildings Listed Below

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 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 portion 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 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 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 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 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 which would operate to deprive it of any of the rights and powers necessary to perform or comply with any or all of the covenants and conditions set forth herein unless, by such transaction, the obligation to perform or comply with all such covenants and conditions is assumed by another public agency found by the FAA to be eligible as a public agency as defined in the Airport and Airway Development Act of 1970, as amended, to assume such obligation and have the power, authority, and financial resources to carry out all such obligations and, if an arrangement is made for management or operation of the Airport by any agency or person other than the party of the second part, it will reserve sufficient rights and authority to ensure that such Airport will be operated and maintained in accordance with these covenants and conditions, any applicable Federal statute, and the Federal Aviation Regulations.

8.12. The Grantee will keep up to date at all times an Airport layout map of the Airport at which the Property 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

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Rickenbacker 300 Acre FAA PBT
Buildings Listed Below

(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.

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Buildings Listed Below

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. p. 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 such 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 have the right to seek judicial enforcement of this covenant; and

11.5. the Grantee will:

(a) obtain from any person or legal entity who or which, through contractual or other arrangements with the Grantee is authorized to provide services or benefits under such program, a written agreement pursuant to which such person or entity shall, with respect to the services or benefits that he or it is authorized to provide, undertake for himself or itself 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 that this covenant shall run with the Property, 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 and shall be enforceable by the Administrator with respect to FAA covenants, notwithstanding that he/she is not a party to this Deed.

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Deed BCA-RICK-63-05-0404
Rickenbacker 300 Acre FAA PBT
Buildings Listed Below

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

Exhibit C - Description and Survey of Environmentally Restricted Commercial /
Industrial Areas.

- Exhibit C-1 - Description of Building 439 and IRP Sites 20 & 25
- Exhibit C-2 - Survey of Ditch System, Petroleum Lines & Underground Storage Tanks

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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 29th day of September, 2005



COLUMBUS REGIONAL AIRPORT AUTHORITY

By: Elaine Roberts [SEAL]

ELAINE ROBERTS
President and Chief Executive Officer

Attest:

Shirley S. Schick
Secretary

THIS INSTRUMENT PREPARED BY:
Francis J. Clifford, Esq.
Office of Air Force Deputy General Counsel
(Environment and Installations/Real Property Office)
1700 N. Moore St, Suite 2300
Arlington, VA 22209-2802

Deed BCA-RICK-63-05-0404
Rickenbacker 300 Acre FAA PBT
Buildings Listed Below

EXHIBIT A

PROPERTY DESCRIPTION

192, 364, 370, 380, 406, 416, 417, 419, 420, 421, 422, 423, 424, 425, 427, 428, 430, 436, 437, 439, 440, 441, 450, 460, 538, 544, 547, 548, 549, 550, 554, 553, 555,
556, 557, 596, 594, 595, 597, 800, 801, 802, 803, 810, 812, 821, 824, 825, 826, 827, 828, 829, 830, 833, 834, 835, 836, 837, 838, 890, 891, 892, 894, and 897

DESCRIPTION OF
TRACT 11
HAMILTON AND MADISON TWP., FRANKLIN COUNTY

Situate in the State of Ohio, County of Franklin, Township of Hamilton, Sections 1, 2, 11, and 12, Township 3, Range 22, of Congress Lands, and Township of Madison, Section 7, Township 10, Range 21, of the Congress Lands, being part of the land conveyed to 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 Franklin County Geodetic Survey Monument Number 9962 in the Franklin County and Pickaway County line;

Thence North $86^{\circ}13'48''$ West, a distance of 199.68 feet, to the Point of True Beginning, for the herein described tract;

Thence North $86^{\circ}13'48''$ West, a distance of 1106.96 feet, along the said Franklin County and Pickaway County line to an iron pin set;

Thence the following four-teen (14) courses and distances over and across a tract of land conveyed to the United States of America:

1. North $45^{\circ}34'41''$ East, a distance of 1636.00 feet, to an iron pin found;
2. North $44^{\circ}25'19''$ West, a distance of 259.79 feet, to an iron pin found;
3. North $45^{\circ}34'41''$ East, a distance of 4199.77 feet, to an iron pin found;
4. North $43^{\circ}01'29''$ West, a distance of 1679.94 feet, to an iron pin;
5. North $45^{\circ}32'40''$ East, a distance of 50.00 feet, to an iron pin;
6. North $43^{\circ}01'29''$ West, a distance of 350.00 feet, to an iron pin found;
7. North $45^{\circ}32'40''$ East, a distance of 26.87 feet, to an iron pin found;
8. North $44^{\circ}45'14''$ West, a distance of 912.77 feet, to an iron pin found;
9. South $45^{\circ}16'15''$ West, a distance of 2089.91 feet, to an iron pin found;
10. South $30^{\circ}31'28''$ East, a distance of 1185.42 feet, to an iron pin found;
11. Along a curve to the right, having a central angle of $76^{\circ}07'09''$, a radius of 330.00 feet, an arc length of 438.41 feet, a chord which bears South $07^{\circ}32'07''$ West, a chord distance of 406.88 feet, to an iron pin found;
12. South $45^{\circ}35'41''$ West, a distance of 3521.32 feet, to an iron pin found;
13. Along a curve to the left, having a central angle of $90^{\circ}00'00''$, a radius of 340.00 feet, an arc length of 534.07 feet, a chord which bears South $00^{\circ}35'41''$ West, a chord distance of 480.83 feet, to an iron pin found;
14. South $44^{\circ}24'19''$ East, a distance of 779.71 feet, to an iron pin set in the said Franklin County and Pickaway County line;

Thence North $86^{\circ}13'48''$ West, a distance of 472.03 feet, along the said Franklin County and Pickaway County line to a Franklin County Geodetic Survey Monument Number 9958;

Thence North $86^{\circ}29'33''$ West, a distance of 76.96 feet, along the said Franklin County and Pickaway County line to an iron pin set in the easterly right-of-way line of the Norfolk Western Railway Company;

Thence along a curve to the left, having a central angle of $22^{\circ}05'38''$, a radius of 1938.85 feet, an arc length of 747.64 feet, a chord which bears North $27^{\circ}45'18''$ West, a chord distance of 743.01 feet, along the easterly right-of-way line of said Norfolk Western Railway Company to an iron pin set;

Thence the following ten (10) courses and distances along the easterly line of a 241.695 acre tract (Tract 2) as conveyed to Columbus Municipal Airport Authority by deed of record in Instrument Number 200301020000768:

1. North $27^{\circ}28'05''$ East, a distance of 449.19 feet, to an iron pin set;
2. North $41^{\circ}34'39''$ East, a distance of 303.18 feet, to an iron pin set;
3. South $44^{\circ}24'19''$ East, a distance of 82.00 feet, to an iron pin set;
4. North $45^{\circ}35'41''$ East, a distance of 3390.02 feet, to an iron pin set;
5. North $07^{\circ}55'51''$ West, a distance of 41.71 feet, to an iron pin set;
6. North $86^{\circ}58'21''$ West, a distance of 497.79 feet, to an iron pin set;
7. North $46^{\circ}17'45''$ East, a distance of 438.74 feet, to an iron pin set;
8. North $19^{\circ}09'32''$ East, a distance of 78.88 feet, to an iron pin set;
9. North $30^{\circ}31'28''$ West, a distance of 1974.61 feet, to an iron pin set;
10. Along a curve to the right, having a central angle of $18^{\circ}33'37''$, a radius of 1992.90 feet, an arc length of 645.57 feet, a chord which bears North $21^{\circ}14'40''$ West, a chord distance of 642.75 feet, to an iron pin found;

Thence the following three (3) courses and distances along the line of a 17.839 acre tract, (site 2) surveyed by Judge Engineering Co. for AFBCA/DB Rickenbacker:

1. South $86^{\circ}13'52''$ East, a distance of 761.05 feet, to an iron pin found;
2. North $03^{\circ}46'08''$ East, a distance of 943.00 feet, to an iron pin found;
3. North $86^{\circ}13'52''$ West, a distance of 835.20 feet, to an iron pin found in the easterly line of said Tract 2;

Thence the following two (2) courses and distances along the line of said Tract 2:

1. North $03^{\circ}50'28''$ East, a distance of 627.30 feet, to an iron pin set;
2. North $86^{\circ}49'29''$ West, a distance of 953.90 feet, passing an iron pin set at 578.28 feet at the common corner of said 241.695 acre tract and a 8.464 acre tract (parcel No. 1) conveyed to Building Concepts Inc. by deed of record in Official Record 29946 I20 and a 1.83 acre tract conveyed to the United States of America by deed of record in Deed Book 1192 Page 231, to an iron pin set;

Thence along a curve to the right, having a central angle of $75^{\circ}26'08''$, a radius of 606.69 feet, an arc length of 798.77 feet, a chord which bears North $49^{\circ}06'26''$ West, a chord distance of 742.31 feet, along the line common to said 1.83 acre tract and said 8.464 acre tract to an railroad spike set in the centerline of Canal Road;

Thence North $23^{\circ}06'04''$ East, a distance of 137.88 feet, along the centerline of Canal Road to a railroad spike set;

Thence the following two (2) courses and distances along the line common said 1.83 acre tract and a 19.042 acre tract (parcel 2) conveyed to Building Concepts Inc. by deed of record in Official Record 29946 I20;

1. Along a curve to the left, having a central angle of $87^{\circ}34'08''$, a radius of 540.69 feet, an arc length of 826.37 feet, a chord which bears South $43^{\circ}02'26''$ East, a chord distance of 748.26 feet, to an iron pin set;

2. South $86^{\circ}49'29''$ East, a distance of 376.62 feet, to an iron pin set;

Thence North $04^{\circ}02'49''$ East, a distance of 16.98 feet, along the line of said 19.042 acre tract to an iron pin set;

Thence the following eight (8) courses and distances along the line of an original 149.8910 acre tract conveyed to Peter H. McCann, Trustee of the Gentry Company by deed of record in Official Record 6518 A01;

1. South $86^{\circ}46'46''$ East, a distance of 2648.79 feet, to an iron pin set;

2. North $03^{\circ}49'42''$ East, a distance of 25.00 feet, to an iron pin set;

3. South $86^{\circ}13'24''$ East, a distance of 428.28 feet, to an iron pin set;

4. North $03^{\circ}46'36''$ East, a distance of 87.40 feet, to an iron pin set;

5. South $87^{\circ}08'04''$ East, a distance of 40.00 feet, to an iron pin set;

6. South $03^{\circ}46'36''$ West, a distance of 88.04 feet, to an iron pin set;

7. South $86^{\circ}13'24''$ East, a distance of 286.49 feet, to an iron pin set;

8. North $03^{\circ}48'27''$ East, a distance of 20.98 feet, to an iron pin set;

Thence the following five (5) courses and distances along the 0.371 acre tract (Tract 10) as conveyed to Columbus Municipal Airport Authority by deed of record in Instrument Number 200301020000768:

1. South $86^{\circ}15'09''$ East, a distance of 897.00 feet, to an iron pin set in the westerly most line of Port Road as delineated on Plat Book 76 Page 46 (Formerly known as Curtis Lemay Avenue);

2. South $03^{\circ}42'59''$ West, a distance of 301.82 feet, to an iron pin found;

3. South $42^{\circ}51'20''$ East, a distance of 560.88 feet, to a drill hole found;

4. South $03^{\circ}40'38''$ West, a distance of 549.30 feet, to an iron pin found;

5. South $46^{\circ}33'19''$ West, a distance of 437.98 feet, to an iron pin found in the corner of a 3.512 acre tract, (site 1) surveyed by Judge Engineering Co. for AFBCA/DB;

Thence the following eight (8) courses and distances along the line of said 3.512 acre tract:

1. North $43^{\circ}03'53''$ West, a distance of 70.00 feet, to an iron pin found;

2. South $46^{\circ}56'07''$ West, a distance of 237.00 feet, to an iron pin found;

3. South $43^{\circ}03'53''$ East, a distance of 152.84 feet, to an iron pin found;

4. South $46^{\circ}56'07''$ West, a distance of 80.00 feet, to an iron pin found;

5. South $43^{\circ}03'53''$ East, a distance of 150.00 feet, to an iron pin found;

6. North $46^{\circ}56'07''$ East, a distance of 80.00 feet, to an iron pin found;

7. South $43^{\circ}03'53''$ East, a distance of 270.00 feet, to an iron pin found;

8. North 46°56'07" East, a distance of 300.84 feet, to an iron pin found in a westerly line of said Tract 1;

Thence the following seventeen (17) courses and distances along said Tract 1:

1. Along a curve to the left, having a central angle of 10°26'18", a radius of 525.87 feet, an arc length of 95.81 feet, a chord which bears South 76°48'31" East, a chord distance of 95.67 feet, to an iron pin found;
2. South 04°45'37" West, a distance of 264.86 feet, to an iron pin found;
3. South 86°12'58" East, a distance of 197.06 feet, to an iron pin found;
4. South 03°47'02" West, a distance of 181.17 feet, to an iron pin set;
5. South 46°50'46" West, a distance of 954.54 feet, to an iron pin set;
6. South 43°01'29" East, a distance of 1432.00 feet, to an iron pin set;
7. South 45°34'41" West, a distance of 1514.40 feet, to an iron pin found;
8. North 44°25'19" West, a distance of 270.00 feet, to an iron pin found;
9. South 45°34'41" West a distance of 340.00 feet, to an iron pin found;
10. South 44°25'19" East, a distance of 270.00 feet, to an iron pin found;
11. South 45°39'54" West, a distance of 185.62 feet, to an iron pin found;
12. North 44°25'19" West a distance of 300.02 feet, to an iron pin found;
13. South 45°34'42" West, a distance of 700.04 feet, to an iron pin found;
14. South 44°25'39" East, a distance of 300.30 feet, to an iron pin found;
15. South 45°34'41" West, a distance of 1459.98 feet, to an iron pin set;
16. South 44°25'19" East, a distance of 500.00 feet, to an iron pin set;
17. South 45°34'41" West, a distance of 890.08 feet, to the POINT OF TRUE BEGINNING, containing 295.137 acres, more or less.

EXCEPTING THE FOLLOWING THREE TRACTS, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

EXCEPTION NUMBER 1:

Situate in the State of Ohio, County of Franklin, Township of Hamilton, Sections 1 and 12, Township 3, Range 22 of the Congress Lands, and being a 18.609 acre tract conveyed to Rickenbacker Port Authority by deed of record in Instrument Number 200204090089210 and a 18.320 acre tract conveyed to Rickenbacker Port Authority by deed of record in Instrument Number 200204090089210, also a 0.110 acre tract owned by the United States of America;

BEGINNING, at an angle point in the northwesterly line of said 18.609 acre tract:

Thence the following five (5) courses and distances along the lines of said 18.609 acre tract and 18.320 acre tract:

1. North 45°36'04" East, a distance of 2170.11 feet, to an iron found;
2. Along a curve to the right, having a central angle of 89°59'55", a radius of 115.00 feet, an arc length of 180.64 feet, a chord which bears South 89°23'59" East, a chord distance of

- 162.63 feet, to an iron pin found;
3. South 44°24'01" East, a distance of 566.59 feet, to an iron pin found;
4. South 45°34'28" West, a distance of 2453.76 feet, to an iron pin found;
5. North 30°31'28" West, a distance of 703.25 feet, to the **POINT OF BEGINNING**, containing 37.039 acres, more or less.

EXCEPTION NUMBER 2:

1.377 ACRE TRACT (SITE 21) SURVEYED BY JUDGE ENGINEERING CO. FOR THE AFBCA/DB

Situate in the State of Ohio, County of Franklin, Township of Hamilton, Section 1, Township 3, Range 22 of the Congress Lands and being a 1.377 acre parcel more particularly described as follows:

BEGINNING, at a PK nail set in Ohio State Plane Coordinate N: 663702.04, E: 1845008.43, said point being North 03°12'05" West, a distance of 2385.38 feet, from Franklin County Engineer's monument FCGS 2268;

Thence from said place of beginning North 86°15'09" West, a distance of 150.00 feet, to a 5/8" iron pin set; thence North 03°42'59" East, a distance 400.00 feet, to a 5/8" iron pin set; thence South 86°15'09" East, a distance of 150.00 feet, to a PK nail set; thence South 03°42'59" West, a distance of 400.00 feet, to the place of beginning containing 1.377 acres more or less.

EXCEPTION NUMBER 3:

Situate in the State of Ohio, County of Franklin, Township of Hamilton, Section 1, Township 3, Range 22 of the Congress Lands, and being a 1.433 acre tract conveyed to South Central Power Company by deed of record in Official Record 34399 E11;

BEGIN FOR REFERENCE, at a Franklin County Geodetic Survey Monument Number 9963;

Thence the following two (2) courses and distances over and across a tract of land conveyed to the United States of America:

1. South 03°45'36" West, a distance of 53.31 feet, to a point;
2. South 86°14'24" East, a distance of 135.49 feet, to the **POINT OF TRUE BEGINNING**;

Thence the following six (6) courses and distances along the lines of said 1.433 acre tract;

1. South 86°06'00" East, a distance of 139.11 feet, to an iron pin found;
2. South 04°17'30" West, a distance of 25.00 feet, to an iron pin found;
3. South 86°06'00" East, a distance of 71.05 feet, to an iron pin found;
4. South 04°17'30" West, a distance of 280.50 feet, to an iron pin found;
5. North 86°06'00" West, a distance of 210.16 feet, to an iron pin found;
6. North 04°17'30" East, a distance of 305.50 feet, to the **POINT OF TRUE BEGINNING**, containing 1.433 acres, more or less.

Tract 11, after all exceptions contains 255.289 acres more or less, (254.901 acres Hamilton Township, 0.388 acres Madison Township, Franklin County).

The bearings in the above description are based on the grid bearing of South 85° 13' 48" East, between Franklin County Geodetic Survey Monument Number 9958 and Franklin County Geodetic Survey Monument Number 9962



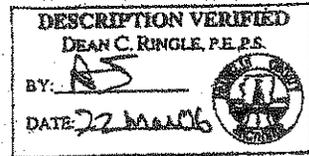
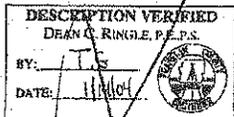
R.D. ZANDE & ASSOCIATES, INC.

[Signature]
Jeffrey D. Hofius, Date 09/11/03
Registered Surveyor No. 7455

REGISTERED SURVEYOR, DISTRICT 12, STATE OF OHIO

~~O-28
All of (150)
2666
+
2668
(LARGE TRACTS)
AND
5 PLOT 250.453 ACRES
OUT OF (150)
84
WHICH TOTALS 254.901 ACRES
AS DESCRIBED
AND
5 PLOT .388 ACRES
OUT OF (180)
170~~

O-28
All of
(150)
2672
+
All of
(180)
5354



DESCRIPTION OF
TRACT 12
MADISON TWP., FRANKLIN COUNTY

Situate in the State of Ohio, County of Franklin, Township of Madison, Section 7, Township 10, Range 21, of the Congress lands, being part of the land conveyed to 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 Franklin County Geodetic Survey Monument Number 9953 in the Franklin County and Pickaway County line:

Thence South $86^{\circ}15'30''$ East, a distance of 2050.26 feet, along the said Franklin County and Pickaway County line;

Thence the following six (6) courses and distances on over and across 2995.065 tract 1 conveyed to Franklin County, Ohio Board of Commissioners by deed of record in Instrument Number 200301020000763, also along the line common to original Parcel "A" conveyed to Rickenbacker Port Authority by deed of record in Official Record 4117 A01 and the original 1012.056 acre tract conveyed to Rickenbacker Port Authority by deed of record in Instrument Number 199906300165980;

1. North $03^{\circ}00'00''$ East, a distance of 706.85 feet, to an iron pin;
2. North $87^{\circ}00'00''$ West, a distance of 312.00 feet, to an iron pin;
3. South $03^{\circ}00'00''$ West, a distance of 649.00 feet, to an iron pin;
4. North $87^{\circ}00'00''$ West, a distance of 1325.00 feet, to an iron pin;
5. North $44^{\circ}42'00''$ West, a distance of 229.80 feet, to an iron pin;
6. North $45^{\circ}18'00''$ East, a distance of 4521.83 feet, to the **POINT OF TRUE BEGINNING**, for the herein described tract;

Thence the following three (3) courses and distances along the easterly line of said 2995.065 acre tract:

1. North $44^{\circ}42'00''$ West, a distance of 300.00 feet, to an iron pin set;
2. North $45^{\circ}18'00''$ East, a distance of 1400.00 feet, to an iron pin set;
3. South $44^{\circ}42'00''$ East, a distance of 300.00 feet, to an iron pin set in the westerly line of said original Parcel "A"

Thence South $45^{\circ}18'00''$ West, a distance of 1400.00 feet, along the westerly line of said original Parcel "A" to the **POINT OF TRUE BEGINNING**, containing 9.642 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



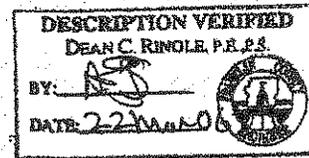
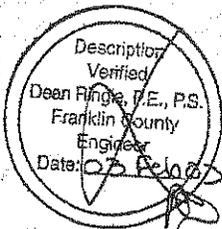
R.D. ZANDE & ASSOCIATES, INC.

Jeffrey D. Hofius, Date 01/27/03
Registered Surveyor No. 7455

P:2378931 SURVEY DATA\237893-TRACT-12

0-49-A
on Split
9.642 Acres
out of
(180)
170

0-49-A
All of
(180)
5355



DESCRIPTION OF
TRACT 13
HARRISON TWP., PICKAWAY CO.

Situate in the State of Ohio, County of Pickaway, Township of Harrison, Sections 13, and 14, Township 3, Range 22, of the Congress Lands, and being part of the first tract and second tract as conveyed to the United States of America by deed of record in Deed Book 144, Page 289, records of the Recorder's Office, Pickaway County, Ohio and being more particularly described as follows:

BEGINING, at a Franklin County Geodetic Survey Monument Number 9958 in the Franklin County and Pickaway County line;

Thence South $86^{\circ}13'48''$ East, a distance of 472.03 feet, along the said Franklin County and Pickaway County line to an iron pin set;

Thence the following six (6) courses and distances over and across said United States of America tract:

1. South $44^{\circ}24'19''$ East, a distance of 964.93 feet, to an iron pin found;
2. North $45^{\circ}35'41''$ East, a distance of 138.16 feet, to an iron pin found;
3. North $44^{\circ}24'19''$ West, a distance of 90.79 feet, to an iron pin found;
4. North $45^{\circ}35'41''$ East, a distance of 367.32 feet, to an iron pin found;
5. North $44^{\circ}24'19''$ West, a distance of 203.60 feet, to an iron pin found;
6. North $45^{\circ}34'41''$ East, a distance of 94.55 feet, to an iron pin set in the Franklin County and Pickaway County line;

Thence South $86^{\circ}13'48''$ East, a distance of 1106.96 feet, along the said Franklin County and Pickaway County line, to an iron pin set;

Thence the following six (6) courses and distances along the line of a 310.690 acre tract conveyed to Rickenbacker Port Authority by deed of record in Official Record 141 Page 83;

1. South $45^{\circ}34'41''$ West, a distance of 659.92 feet, to an iron pin set;
2. South $44^{\circ}25'19''$ East, a distance of 950.00 feet, to an iron pin set;
3. South $45^{\circ}34'41''$ West, a distance of 350.00 feet, to an iron pin set;

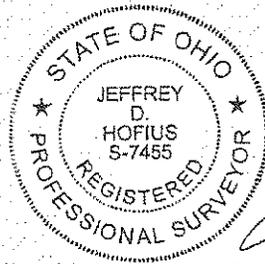
- 4. North 83°15'01" West, a distance of 513.46 feet, to an iron pin set;
- 5. North 44°24'19" West, a distance of 850.00 feet, to an iron pin set
- 6. North 86°24'16" West, a distance of 1321.53 feet, to an iron pin set in the easterly right-of-way line in the Norfolk Western Railway Company;

Thence the following two (2) courses and distances along the easterly right-of-way line of said Norfolk Western Railway Company:

- 1. North 03°35'44" East, a distance of 123.83 feet, to an iron pin set;
- 2. Along a curve to the left, having a central angle of 20°18'13", a radius of 1938.85 feet, an arc length of 687.06 feet, a chord which bears North 06°33'23" West, a chord distance of 683.47 feet, to an iron pin set;

Thence South 86°29'33" East, a distance of 76.96 feet, to the POINT OF BEGINNING, containing 45.342 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



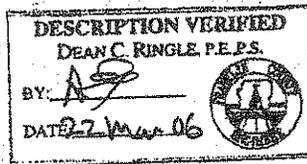
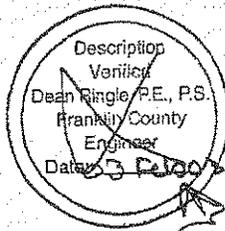
R.D. ZANDE & ASSOCIATES, INC.

[Signature] 01/27/03
 Jeffrey D. Hofius, Date
 Registered Surveyor No. 7455

P12378931 SURVEY DATA 1237893-TRACT-13

Adsavent to
 0-49-A
 +
 0-28

T.N.N.



APPROVED FOR TRANSFER
 PICKAWAY COUNTY ENGINEER
 BY DEB DATE 6-5-06

TRANSFERRED NO. E 421
 SEC. 319.202 R.C. COMPLIED
 WITHIN AMT. A

JUN 05 2006

MELISSA A. BETZ
 AUDITOR PICKAWAY COUNTY, OHIO
[Signature] TRANS FEE 504

DESCRIPTION OF
TRACT 14
HAMILTON TOWNSHIP, FRANKLIN COUNTY, OHIO

Situate in the State of Ohio, County of Franklin, Township of Hamilton, Section 1, Township 3, Range 22, of Congress Lands, being part of the land conveyed to 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 Franklin County Geodetic Survey Monument Number 9963;

Thence South $74^{\circ}59'24''$ West, a distance of 2219.76 feet, to an iron pin set at the northwest corner of AFBCA/DB (Site 2), being in an easterly line of a 241.695 acre tract conveyed as (Tract 2) to Columbus Municipal Airport Authority by deed of record in Instrument Number 200301020000768, said iron pin being an angle point in a westerly line of a 255.289 acre tract conveyed as (Tract 11) to Columbus Regional Airport Authority by deed of record in Instrument Number 200401210015232, and the Point of True Beginning, for the herein described tract;

Thence the following three (3) courses and distances along the lines common to said 255.289 acre tract and AFBCA/DB (Site 2):

1. South $86^{\circ}13'52''$ East, a distance of 835.20 feet, to an iron pin set;
2. South $03^{\circ}46'08''$ West, a distance of 943.00 feet, to an iron pin set;
3. North $86^{\circ}13'52''$ West, a distance of 761.05 feet, to an iron pin set in the easterly line of said 241.695 acre tract;

Thence the following two (2) courses and distances along the easterly line of said 241.695 acre tract:

1. Along a curve to the right having a central angle of $15^{\circ}48'20''$, a radius of 1992.90 feet, an arc length of 549.76 feet, a chord which bears North $04^{\circ}03'42''$ West, a chord distance of 548.02 feet, to an iron pin set;
2. North $03^{\circ}50'28''$ East, a distance of 400.09 feet, to the Point of True Beginning, and containing 17.783 acres, more or less.

EXCEPTION: 2.812 Acres

Situate in the State of Ohio, County of Franklin, Township of Hamilton, Section 1, Township 3, Range 22 of the Congress Lands, being a 2.812 acres out of the above described 17.783 acre AFBCA/DB (SITE 2) tract, and being more particularly described as follows:

Begin for reference at an iron pin set at the northwest corner of said 17.783 acre tract, being in the easterly line of a 241.695 acre tract conveyed as (Tract 2) to Columbus Municipal Airport Authority by deed of record in Instrument Number 200301020000768, said iron pin being an angle point in a westerly line of a 255.289 acre tract conveyed as (Tract 11) to Columbus Regional Airport Authority by deed of record in Instrument Number 200401210015232, and being located South $74^{\circ}59'24''$ West, a distance of 2219.76 feet from Franklin County Geodetic Monument Number 9963;

Thence South $03^{\circ}50'28''$ West, a distance of 288.78 feet, along a easterly line of said 241.695 acre tract to an $5/8''$ iron pin found (Judge Cap), and being the Point of True Beginning, for the herein described tract;

Thence the following five (5) courses and distances on, over and across the said 17.783 acre tract:

1. South 86°13'52" East, a distance of 290.56 feet, to an 5/8" iron pin found (Judge Cap);
2. South 3°46'08" West, a distance of 504.78 feet, to an 5/8" iron pin found (Judge Cap);
3. North 86°04'37" West, a distance of 152.65 feet, to an 5/8" iron pin found (Judge Cap);
4. North 03°50'56" East, a distance of 176.03 feet, to an 5/8" iron pin found (Judge Cap);
5. South 86°44'14" West, a distance of 125.94 feet, to an 5/8" iron pin found (Judge Cap) in the easterly line of said 241.695 acre tract;

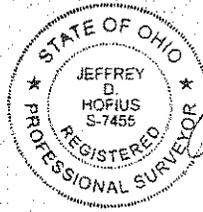
Thence along the easterly line of said 241.695 acre tract with a curve to the right having a central angle of 06°41'51", a radius of 1992.90 feet, an arc length of 232.95 feet with a chord bearing of North 00°29'33" East and a chord distance of 232.82 feet to an iron pin set;

Thence North 03°50'28" East, a distance of 111.32 feet, continuing along the easterly line of said 241.695 acre tract to the Point of True Beginning, containing 2.812 acres, more or less.

Tract 14 after the exception contains 14.971 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.

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

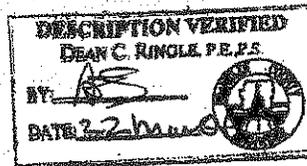


R.D. ZANDE & ASSOCIATES, INC.

Jeffrey D. Hoffus
 Jeffrey D. Hoffus, Date
 Registered Surveyor No. 7455

P:\217893\SURVEY1\DATA\217893-Tract-14(8-01-05).doc

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



Deed BCA-RICK-63-05-0404
Rickenbacker 300 Acre FAA PBT
Buildings Listed Below

EXHIBIT B

NOTICE OF HAZARDOUS SUBSTANCES

192, 364, 370, 380, 406, 416, 417, 419, 420, 421, 422, 423, 424, 425, 427, 428, 430, 436, 437, 439, 440, 441, 450, 460, 538, 544, 547, 548, 549, 550, 554, 553, 555,
556, 557, 596, 594, 595, 597, 800, 801, 802, 803, 810, 812, 821, 824, 825, 826, 827, 828, 829, 830, 833, 834, 835, 836, 837, 838, 890, 891, 892, 894, and 897

EXHIBIT B
NOTICE OF HAZARDOUS SUBSTANCES
AND
PETROLEUM PRODUCTS RELEASED

The information set out below from the BW-EBS constitutes the notice of hazardous substances and petroleum products that are known or assumed to have been released, and have been addressed in the IRP, on the Property consisting of Tracts 11, 12, and 13 at 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 or petroleum products, 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	Date Released	Response Action Taken	Remarks
JP-4			25,000 gal	1976	BUSTR closure approved	SS-03
JP-4			200 gal	1985	BUSTR closure approved	SS-04
JP-4			80,000 gal 600 gal	1972 1985	BUSTR closure approved	SS-05
Gasoline	Gasoline	8006-61-9	100 gal	1985	BUSTR closure approved	SS-06
Pesticides			Unknown	Unknown-mid 1980s*	NFRAP decision document signed.	SS-17
Coal			Runoff	1953-1989*	NFRAP decision document signed	SS-20
Solvents, paints, fuel, etc.			Large Quantity	1940s-present*	NFRAP decision document signed	SS-25
Gasoline	Gasoline	8006-61-9	Unknown	1942-1953*	BUSTR closure approved	ST-28 at former Fac. 406
Gasoline	Gasoline	8006-61-9	Unknown	1953-1981*	BUSTR closure approved	ST-28 at former Fac. 430
Diesel fuel, kerosene			Unknown	1942-1981*	BUSTR closure approved	ST-28/ USTs 53-57 at former Fac. 554
JP-4 and wastewater			Unknown	1953-1990*	BUSTR Closure approved	ST-29/ USTs 13-21 and 81 at former Fac. 890
JP-4 and wastewater			Unknown	1953-1990*	BUSTR closure approved	ST-38
Gasoline			Unknown	1942-	BUSTR closure	SS-45

192, 364, 370, 380, 406, 416, 417, 419, 420, 421, 422, 423, 424, 425, 427, 428, 430, 436, 437, 439, 440, 441, 450, 460, 538, 544, 547, 548, 549, 550, 554, 553, 555, 556, 557, 596, 594, 595, 597, 800, 801, 802, 803, 810, 812, 821, 824, 825, 826, 827, 828, 829, 830, 833, 834, 835, 836, 837, 838, 890, 891, 892, 894, and 897

Deed BCA-RICK-63-05-0404
 Rickenbacker 300 Acre FAA PBT
 Buildings Listed Below

Substance	Regulatory Synonym(s)	CAS Registry Number	Quantity	Date Released	Response Action Taken	Remarks
				1953*	approved	
Gasoline			Unknown	Unknown	Yes	Facility 898
Jet Fuel			Unknown	Unknown	None required	AST No. 824
Jet Fuel			Unknown	Unknown	None required	AST No. 825
Jet Fuel			Unknown	Unknown	None required	AST No. 826
Jet Fuel			Unknown	Unknown	None required	AST No. 827
Jet Fuel			Unknown	Unknown	None required	AST No. 828
Jet Fuel			Unknown	Unknown	None required	AST No. 829
Solvents/PA Hs			Unknown	1942- unknown	NFRAP decision document signed	AOC: Facility 439
Solvents			Unknown	1958- unknown	NFRAP decision document signed	AOC: Facility 550
Solvents			Unknown	1958- unknown	NFRAP decision document signed	AOC: Facility 553
Gasoline			Unknown	1942-1951	Yes	AOC: 1942 Fuel Line Segments A&B
Gasoline			Unknown	1953-1994	Yes	AOC: Closed Fuel Hydrant Systems Segments C, D &E.

EXHIBIT C
Description and Survey
of
Environmentally Restricted
Commercial/Industrial Areas.

EXHIBIT C-1
Description
of
Environmentally Restricted
Commercial/Industrial Areas.

**DESCRIPTION OF
COMMERCIAL/INDUSTRIAL AREAS.**

Building 439, and IRP Site 20

The areas described and depicted as Building 439, and IRP site SD-20, are limited to commercial/industrial use. The Department of Defense Environmental Condition (DoDEC) Category for Building 439, and IRP Sites SD 20, and SD 25 is DoDEC category 4.

IRP Site 25

The area known as IRP site SD-25 represents the Rickenbacker ditch system, the centerline of which is depicted on the attached map as a dashed and dotted line (____ ... ____). The sediment located at approximately the centerline or bottom of the ditch system is considered to be potentially harmful to human health and the environment. The Grantee shall not place or construct, or permit to be placed or constructed, any residential structure, whether temporary or permanent, that disturbs the sediment located at the bottom of the airfield drainage ditch system, as and where it currently exists on the Property and as approximately depicted in the attached Exhibit C-2, without first obtaining EPA and State approval. If the sediment is removed, excavated, or remediated the restriction on reuse within the effected area may no longer apply.

Deed BCA-RICK-63-05-0404
Rickenbacker 300 Acre FAA PBT
Buildings Listed Below

EXHIBIT C-2
Survey
of
Ditch System, Petroleum Lines
&
Underground Storage Tanks

200600004441
Filed for Record in
PICAWAY COUNTY, OHIO
JOYCE R. GIFFORD
06-05-2006 At 10:34 am.
QUIT CLAIM 300.00
DR Volume 587 Page 510 - 545

200600004441
COLUMBUS REGIONAL AIRPORT AUTHORITY
ALLEN NEDEVELD-CASH (\$35.00
4600 INTERNATIONAL GATEWAY
COLUMBUS, OH 43219

192, 364, 370, 380, 406, 416, 417, 419, 420, 421, 422, 423, 424, 425, 427, 428, 430, 436, 437, 439, 440, 441, 450, 460, 538, 544, 547, 548, 549, 550, 554, 553, 555,
556, 557, 596, 594, 595, 597, 800, 801, 802, 803, 810, 812, 821, 824, 825, 826, 827, 828, 829, 830, 833, 834, 835, 836, 837, 838, 890, 891, 892, 894, and 897

200600004442
Filed for Record in
PICKAWAY COUNTY, OHIO
JOYCE R. GIFFORD
06-05-2006 At 10:34 am.
AFF/DEED 40.00
DR Volume 587 Page 546 - 548

AFFIDAVIT
(of correction)

STATE OF OHIO :

: SS:

COUNTY OF PICKAWAY :

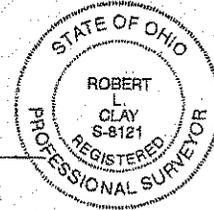
Robert L. Clay, Ohio Registered Surveyor No. 8121, being duly sworn, states that he is a registered surveyor at the firm of R.D. Zande and Associates, Inc., who has reviewed the survey for 45.342 acres (out of Parcel Number D12-0-003-00-251-00). The property is in the name of Columbus Regional Airport Authority.

Affiant further states that the remaining acreage in Section 13 of Parcel Number D12-0-003-00-251-00 is 7.269 acres per a survey performed by R.D. Zande & Associates, Inc..

Further Affiant sayeth naught.

R.D. Zande & Associates, Inc.

Robert L. Clay
Robert L. Clay, P.S.,
Ohio Registered Surveyor No. 8121



Sworn to before me and subscribed in my presence this 2nd day of May, 2006.

Rolanda L. Brown
Notary Public



ROLANDA L. BROWN
Notary Public, State of Ohio
My Commission Expires 12-05-06

This instrument was prepared by: *R.D. Zande & Associates, Inc.*
1233 Dublin Road
Columbus, Ohio 43215

APPROVED FOR TRANSFER
PICKAWAY COUNTY ENGINEER
BY *DPB* DATE *6-5-06*
Attention: Robert L. Clay, P.S.

TRANSFER
NOT NECESSARY

JUN 05 2006

MELISSA A. BETZ
AUDITOR
PICKAWAY CO OHIO

DESCRIPTION OF
7.269 ACRES
HARRISON TWP., PICKAWAY CO.

Situate in the State of Ohio, County of Pickaway, Township of Harrison, Section 13, Township 3, Range 22, of the Congress Lands, and being part of the first tract as conveyed to the United States of America by deed of record in Deed Book 144, Page 289, records of the Recorder's Office, Pickaway County, Ohio and being more particularly described as follows:

Begin for Reference, at a Franklin County Geodetic Survey Monument Number 9958 in the Franklin County and Pickaway County line;

Thence South 86°13'48" East, a distance of 472.03 feet, along the said Franklin County and Pickaway County line to a 3/4 iron pin set, and being the Point of True Beginning for the herein described tract;

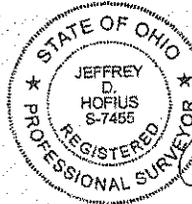
Thence South 86°13'48" East, a distance of 899.79 feet, continuing along the said County Line to a 7/8 inch iron pin set;

Thence the following six (6) courses and distances over and across said United States of America tract:

1. South 45°34'41" West, a distance of 94.55 feet, to an iron pin set;
2. South 44°24'19" East, a distance of 203.60 feet, to a 3/4 inch iron pin found;
3. South 45°35'41" West, a distance of 367.32 feet, to a 3/4 inch iron pin found;
4. South 44°24'19" East, a distance of 90.79 feet, to a 3/4 inch iron pin found;
5. South 45°35'41" West, a distance of 138.16 feet, to a 3/4 inch iron pin found;
6. North 44°24'19" West a distance of 964.93 feet, to the Point of True Beginning, containing 7.269 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.

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



R.D. ZANDE & ASSOCIATES, INC.

Jeffrey D. Hofius 04/19/06
Jeffrey D. Hofius Date
Registered Surveyor No. 7455

