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Richard B. Metcalf T20000004494
Franklin County Recorder MLLESLIE W

QUITCLAIM DEED

1. PARTIES

THIS DEED is made and entered into this 15th day of NOVEMBER, 1999, by and between the UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority of Article 4, Section 3, Clause 2 of the Constitution of the United States; the provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (63 Stat. 377)(40 U.S.C. § 471; et.seq.) as amended, and the regulations and orders promulgated thereunder; the Surplus Property Act of 1944 (Ch 479, 58 Stat. 765)(50 U.S.C. App. § 1622(g) as amended, repealed and recodified without substantive change at 49 U.S.C. § 47151; et.seq., July 5, 1994, P.L. 103-272 §1(e)) and the regulations and orders promulgated thereunder and contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and the Rickenbacker Port Authority (the "Grantee"), a port authority created and existing under Chapter 4582 of the Ohio Revised Code, whose tax mailing address is 7400 Alum Creek Drive, Columbus, Ohio 43217-1232. (When used in this Deed, unless the context specifies otherwise, "Grantor" shall include the assigns of the Grantor, and "Grantee" shall include the successors and assigns of the Grantee.)

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 Quitclaim Deed, does hereby remise, release, and forever quitclaim to the Grantee the following described premises in the County of Franklin, and State of Ohio, and all the estate, title, and interest of the Grantor, either in law or in equity, of, in, and to the same premises as set forth on Exhibit A and depicted in Exhibit B to this Deed

CONVEYANCE TAX
EXEMPT
A *SEL*
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

900367
TRANSFERRED
JAN 11 2000
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

3. APPURTENANCES AND HABENDUM

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

4. RESERVATIONS

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

a) To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings, and other activities related to the Installation Restoration Program (IRP).

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

c) To conduct any test or survey required by the EPA or the State relating to the implementation of the IRP, or environmental conditions on the Property, or to verify any data submitted to the EPA or the State by the Grantor relating to such conditions.

d) To conduct, operate, maintain, or undertake any other response, corrective, or remedial action as required or necessary under the IRP, or the covenant of the Grantor in Section 7 (d) of this Deed including, but not limited to, the installation of monitoring wells, pumping wells, and treatment facilities.

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

5. CONDITIONS

a) The Grantee agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances, whether or not of record.

b) The Grantee acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed, "as is," "where is," without any representation, promise, agreement, or warranty on the part of the Grantor regarding such condition and state of repair, or regarding the making of any

alterations, improvements, repairs, or additions, other than representation as to existing environmental contamination in need of restoration pursuant to federal and state laws and regulations and/or the IRP. The Grantee further acknowledges that the Grantor shall not be liable for any latent or patent defects in the Property, except to the extent stated above or required by applicable law.

6. COVENANTS

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

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

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

The Grantor has made a complete search of its files and records. A hazardous substance notification need not be given because no hazardous substances were known to be stored on the property in quantities exceeding the limits set forth in 40 CFR Part 373 for one (1) year or more, or were known to have been released, treated, or disposed of on the property. In addition, no evidence of release of any hazardous substances to the environment was identified during the Visual Site Inspections.

d) 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.

e) Wetlands. The Property may contain wetlands protected under Federal and State laws and regulations which, among other things, restrict activities that involve the discharge of fill materials into wetlands, including, without limitation, the placement of fill materials; the building of any structure; site-development fills for recreational, industrial, commercial, residential, and other uses; causeways or road fills; and dams and dikes. The Grantee covenants and agrees that in its use of the Property, it will comply with all Federal, State, and local laws minimizing the destruction, loss, or degradation of wetlands. Before locating new construction in wetlands, the Grantee shall contact the United States Army Corps of Engineers and obtain a permit or waiver under Section 404 of the Clean Water Act of 1977 as amended. For purposes of this provision, "new construction" includes structures, facilities, draining, dredging, channelizing, filling, diking, impounding, and related activities.

7. By the acceptance of this Quitclaim Deed or any rights hereunder, the Grantee, for itself, its successors and assigns, agrees that the transfer of all the property transferred by this instrument, is accepted subject to the following restrictions set forth in subparagraph (a) and (b) of this paragraph, which shall run with the land:

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

b) That, except as provided in subparagraph (a) of the numbered paragraph 8, the entire landing area, as defined in Section 101 of the Federal Aviation Act of 1958, as amended, repealed and recodified without substantive change at 49 U.S.C. § 40102 et.seq., July 5, 1994, P.L. 103-272, as amended, and Federal Aviation Regulations pertaining thereto, and all structures, improvements, facilities and equipment in which this Quitclaim Deed transfers any interest shall be maintained for the use and benefit of the public at all times in safe and serviceable condition, to assure its efficient operation and use, provided, however, that such maintenance shall be required as to structures, improvements, and equipment only during the useful life thereof, as determined by the Federal Aviation Administration (FAA) or its successor in function. 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 of the FAA or his successor in function. 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 herein shall have the same meaning as that ascribed to the term under 14 C.F.R. § 154.1(d) and shall include the use of property to produce sources of revenue from non-aviation business at the Airport.

8. FURTHER, by the acceptance of this Quitclaim Deed or any rights hereunder, the Grantee for itself, its successors and assigns, also assumes the obligation of, covenants to abide by and agree to, and this transfer is made subject to, the following reservations and restrictions set forth in subparagraphs (a) to (o), inclusive, of this paragraph, which shall run with the land: Provided, that the property transferred hereby may be successively transferred only with the proviso that any such subsequent transferee assumes all the obligations imposed upon the Grantee by the provisions of this instrument.

a) No property transferred by this instrument shall be used, leased, sold, salvaged, or disposed of by the Grantee for other than the airport purposes without the written consent of the Administrator of the FAA. The "property" as used herein is deemed to include revenues or proceeds derived therefrom.

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

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

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

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

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

B) the charging of fair, reasonable, and not unjustly discriminatory prices for each unit for service, provided, that the contractor may be allowed to make

reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

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

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

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

d) The Grantee shall insofar as it is within its powers and to the extent reasonable, adequately clear and protect the aerial approach to the airport. The Grantee will, either by the acquisition and retention of easements or other interests in or rights for the use of land airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the airport which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the Federal Aviation Regulations, as applicable, according to the currently approved airport layout plan. In addition, the Grantee will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Grantee has acquired, or may hereafter

acquire, property interest permitting it to so control the use made of the surface of the land. Insofar as is within its power and to the extent reasonable, the Grantee will take action to restrict the use of the land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations including landing and takeoff at the airport.

e) The Grantee will operate and maintain in a safe and serviceable condition, as deemed reasonably necessary by the Administrator of the FAA, the airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the airport other than facilities owned or controlled by the United States and will not permit any activity thereon which would interfere with its use for airport purposes; provided that nothing contained herein shall be construed to require: (i) that the airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation, (ii) periods of maintenance; or (iii) the repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Grantee.

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

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

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

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

g) During any national emergency declared by the President of the United States of America or the Congress thereof, including any existing national emergency, the Government shall have the right to make exclusive or nonexclusive use and have exclusive or nonexclusive control and possession without charge, of the airport, or of such portion thereof as it may desire; provided, however, that the Government shall be responsible for the entire cost of maintaining such part of the airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession, or control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such property as it may use nonexclusively or over which it

may have nonexclusive control and possession; provided further, that the Government shall pay a fair rental for its use, control, or possession, exclusively or nonexclusively, of any improvement to the airport made without United States aid and never owned by the United States.

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

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

j) The Grantee will:

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

ii) upon reasonable request of the FAA, make available for inspection by any duly authorized representative of the FAA the airport at which the property described herein is located, and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations, and other instruments and will furnish to the FAA a true copy of any such document which may be reasonably requested.

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

operated and maintained in accordance with these covenants and conditions, any applicable Federal statute, and the Federal Aviation Regulations.

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

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

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

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

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

n) In the event that any of the aforesaid terms, conditions, reservations, or restrictions are not met, observed, or complied with by the Grantee or any subsequent transferee, whether caused by the legal inability of said Grantee or subsequent transferee to perform any of the obligations herein set out, or otherwise, all title, right of possession and all other rights transferred by this instrument to the Grantee, of the property, or any portion thereof, shall, at the option of the Grantor, revert to the Grantor in its then existing condition sixty (60) days following the date upon which demand to this effect is made in writing by the Administrator of the FAA or his successor in function, unless within said 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, its transferees, successors and assigns.

o) If the construction as covenants of any of the foregoing reservations and restrictions recited herein as covenants or the application of the same as covenants in any particular instance is held invalid, the particular reservations or restrictions in question shall be

construed instead as merely conditions upon the breach of which the Government 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 Quitclaim Deed, Grantee warrants that no person or agency has been employed or retained to solicit or secure Grantor's execution of this Quitclaim 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 Government shall have the right to annul this Quitclaim Deed without liability, or in its discretion to require Grantee to pay to it the full amount of such commission, percentage, brokerage, or contingent fee.

10. No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this agreement or benefits formed by Grantor's execution of this Quitclaim 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. IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto and the Grantee, by its acceptance of this Quitclaim Deed, acknowledges its understanding of the agreement, and agrees that, as part of the consideration for this Quitclaim Deed, the Grantee covenants and agrees for itself, its successors and assigns, that:

a) the program for or in connection with which this Quitclaim Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, 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 Quitclaim Deed (49 CFR Part 21) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended;

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

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

d) the United States shall have the right to seek judicial enforcement of this covenant;
and

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

i) obtain from any person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors and assigns, 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, its successors and assigns, by this covenant; and

ii) furnish the original of such agreement to the Administrator of the FAA, or his successor, 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, its successors, and assigns.

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 - Map of Property

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EXHIBIT A

PROPERTY DESCRIPTION

DESCRIPTION OF 18.6094 ACRE LEASE AREA

Situated in the State of Ohio, County of Franklin, Township of Hamilton, located in Sections 1 and 12, Township 3, Range 22, Congress Lands, being part of the property owned by the United States of America, records of the Recorder's Office, Franklin County, Ohio, said 18.6094 acre lease area being more particularly bounded and described as follows:

Beginning for reference at RPA Mon. No. 13 found northeast of the centerline intersection of Tank Truck Road and Tank Road, thence S 65° 00' 21" E across said Tank Truck Road a distance of 141.62 feet to an iron pin set 60 feet southeast of said Tank Truck Road and 100 feet northeast of said Tank Road, said iron pin also being the TRUE PLACE OF BEGINNING for the area herein to be described;

Thence N 45° 36' 04" E parallel and 60 feet southeast of said Tank Truck Road a distance of 1103.17 feet to an iron pin set;

Thence S 44° 27' 55" E a distance of 682.14 feet to an iron pin set 75 feet northwest of the centerline of Second Street;

Thence S 45° 34' 28" W parallel and 75 feet northwest of said Second Street a distance of 1272.59 feet to an iron pin set 100 feet northeast of said Tank Road;

Thence N 30° 31' 28" W parallel and 100 feet northwest of said Tank Road a distance of 703.25 feet to the Place of Beginning containing 18.6094 acres of land, more or less, as calculated by the above courses. Subject however to all legal highways, easements, and restrictions of record. The above Survey was performed by Douglas R. Hock, Ohio P.S. No. 7661 in August of 1999.

The bearings used in this description were based on ground coordinates supplied by The Rickenbacker Port Authority for the following monuments:

- FCGS Mon. No. 9963.- Northing 664427.1139, Easting 1843584.1232
- RPA Mon. No. 11.- Northing 660301.5620, Easting 1840807.1240
- RPA Mon. No. 12.- Northing 660416.0080, Easting 1842867.5150
- RPA Mon. No. 13.- Northing 662269.4690, Easting 1841778.1080
- RPA Mon. No. 14.- Northing 664522.2660, Easting 1841554.3580

FRANKLIN CONSULTANTS, INC.

Douglas R. Hock
Douglas R. Hock - Ohio P.S. No. 7661

9-13-99
Date:

LEASE AREA
0-28
SPLIT
18.6094 Ac
OUT OF
(150)
BM 84

D:\DATA\RICKBACK\18.6094ACRE_DES.doc



EXHIBIT B
MAP OF PROPERTY

