

AFFADAVIT

Now comes the Affiant, Carolyn W. Allen, Esq. and affirms herein that the original signed document of an Environmental Covenant entered into between The Ohio Environmental Protection Agency and the National Aeronautic and Space Administration Glenn Research Center on August 19, 2009 cannot be located.

This Affiant states that the attached copy of said agreement signed by the Director Woodrow Whitlow Jr. Director, NASA Glenn Research Center and Chris Korleski, Director, Ohio EPA is an accurate and complete copy of the original to the best of her knowledge and belief.



Carolyn W. Allen,
Affiant

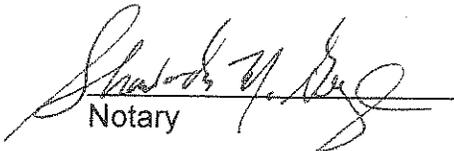
1/10/13
Date

Prepared by Carolyn W. Allen

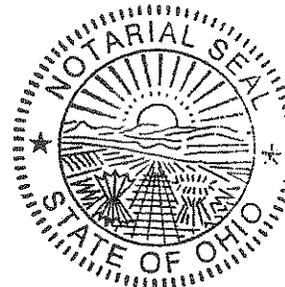
STATE OF OHIO)
)
COUNTY OF Cuyahoga)

Before me, a notary public, in and for said county and state, personally appeared Carolyn W. Allen, who acknowledged to me that she did execute the foregoing instrument.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 10 day of January, 2013



Notary



SHAWANDA M. GEORGE
Notary Public, State of Ohio
Cuyahoga County
My Commission Expires April 15, 2013

State of Ohio

) I, the Fiscal Officer of Cuyahoga County

) SS: Ohio in whose custody the Records of said County are kept, do
) hereby certify that this is a true and correct copy of the records filed
as the document number, and in the volume and on the page of
Automated Filing Number (AFN) appearing upon the face there of.

County of
Cuyahoga

In testimony whereof, I have hereunto subscribed my name and
affixed my official seal in the City of Cleveland, Ohio this 11th day
of January, 2013.

Cuyahoga County

Office of the Fiscal Officer – Recording Division

Wade Steen – Fiscal Officer

By:

Almita Grant

Deputy

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by the United States of America, acting through NASA Glenn Research Center, 21000 Brookpark Road, Cleveland, Ohio 44135 ("Owner") and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") Sections 5301.80 to 5301.92 for the purpose of subjecting the Property to the activity and use limitations set forth herein.

Whereas, Owner is the owner of certain real property consisting of a 35.380-acre portion of land situated in Cuyahoga County contained within the South 40 Area of the Owner's property. Said 35.380 acres (hereinafter referred to as the "Property") is legally described in Exhibit A attached to this Environmental Covenant; and

Whereas, the Property is subject to the Ohio EPA Director's Final Findings and Orders ("Orders") issued to the Owner on September 20, 1996; and

Whereas, pursuant to the Orders, the Ohio EPA Director selected the final remedy for the Property, as established in the Decision Document dated January 2003. The final remedy included:

The excavation and off-site disposal of contaminated surface soils (0-2 feet) in areas which did not meet the cleanup goal for the Property;

The construction of landfill caps using the Ohio EPA's 1976 cap requirements for solid waste facilities and a geotextile fabric component to capture and passively disburse the methane gas; and

A determination that the Property is suitable for industrial uses only.

Whereas, Owner has agreed to transfer the Property to the City of Cleveland for the purposes of the expansion of the Cleveland Hopkins International Airport. The framework for the transfer was set forth in a Memorandum of Understanding (hereinafter "MOU") entered into between the Owner and the City of Cleveland on May 30, 1997, which MOU includes the acknowledgement that Owner comply with the provisions of the September 20, 1996 Director's Final Findings and Orders between Owner and the Ohio EPA. The MOU is identified as Exhibit B attached to this Environmental Covenant; and

Whereas, the Property transfer is also subject to the requirements of Section 120(h)(3)(A)(i) and (ii) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. Section 9620(h)(3)(A)(i) and (ii); and

Whereas, a portion of the Property has been used for PCB remediation waste disposal and is subject to regulation under the Toxic Substances Control Act ("TSCA"), as amended, 15 U.S.C. Section 2601, et seq. The portion of the Property subject to TSCA ("TSCA Site") was remediated on May 5, 2004. The details of the remediation may be found in the report prepared by the Science Applications International Corporation ("SAIC") titled, "Former Test Cell 1 Area Soil Removal Remedial Action Final Construction Report, July 21, 2004." The TSCA Site is restricted to use as a "low occupancy area," as defined in 40 CFR Section 761.3, pursuant to the Official Deed Notice and Restriction, which was executed by the Director of the NASA Glenn Research Center on April 19, 2005, and recorded in the Office of the Cuyahoga County Recorder on June 8, 2005, (Recordation # 200506080075); and

Whereas, the Property contains three capped solid waste landfills: 1) the "1957 Landfill"; 2) a portion of the "Old Landfill"; and 3) the "South 40 Landfill." The locations of the landfills are shown in Figures 6-1 and 2-12 through 2-14 on Exhibit C to this Environmental Covenant. [A detailed description of the landfills and remediation activities is provided in a report by Baker and Associates titled, "Cleveland Hopkins International Airport New Runway 6L-24R Stage II NASA South 40 Area Landfill Capping, Ravine Filling and Post-Construction Completion Report," dated June 2004, and can be found at pages 3-8 and 3-9 of the SAIC Environmental Baseline Assessment / Suitability for Transfer Report dated June 2007.] Ohio Revised Code ("ORC") Section 3734.02(H) and Ohio Administrative Code ("OAC") Section 3745-27-13 prohibit construction, excavation, or inappropriate usage or activity that would in any way disturb the capped solid waste landfills, except: (i) as may be required in furtherance of corrective action activities ordered by a governmental entity with jurisdiction over such matter; or (ii) as may be approved in writing by the Ohio EPA under the provisions of OAC 3745-27-13; and

Whereas, the Owner has taken corrective action pursuant to the above applicable orders and statutes; and the Administrative Record of said corrective action is maintained at the offices of the Ohio Environmental Protection Agency, Northeast District Office, 2110 East Aurora Road, Twinsburg, Ohio 44087, telephone number (330) 963-1200; and

Whereas, the implementation of appropriate activity and use limitations that restrict land use on the Property is required to protect human health and the environment, based upon the final revised Environmental Baseline Assessment / Suitability for Transfer Report prepared by SAIC, 8866 Commons Blvd., Suite #201, Twinsburg, Ohio 44087, and certified by John Whelpley, an environmental professional. A copy of said Environmental Baseline Assessment / Suitability for Transfer Report as well as the September 20, 1996 Ohio EPA Director's Findings and Orders and the Ohio EPA

Whereas, the Property transfer is also subject to the requirements of Section 120(h)(3)(A)(i) and (ii) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. Section 9620(h)(3)(A)(i) and (ii); and

Whereas, a portion of the Property has been used for PCB remediation waste disposal and is subject to regulation under the Toxic Substances Control Act ("TSCA"), as amended, 15 U.S.C. Section 2601, et seq. The portion of the Property subject to TSCA ("TSCA Site") was remediated on May 5, 2004. The details of the remediation may be found in the report prepared by the Science Applications International Corporation ("SAIC") titled, "Former Test Cell 1 Area Soil Removal Remedial Action Final Construction Report, July 21, 2004." The TSCA Site is restricted to use as a "low occupancy area," as defined in 40 CFR Section 761.3, pursuant to the Official Deed Notice and Restriction, which was executed by the Director of the NASA Glenn Research Center on April 19, 2005, and recorded in the Office of the Cuyahoga County Recorder on June 8, 2005, (Recordation # 200506080075); and

Whereas, the Property contains three capped solid waste landfills: 1) the "1957 Landfill"; 2) a portion of the "Old Landfill"; and 3) the "South 40 Landfill." The locations of the landfills are shown in Figures 6-1 and 2-12 through 2-14 on Exhibit C to this Environmental Covenant. [A detailed description of the landfills and remediation activities is provided in a report by Baker and Associates titled, "Cleveland Hopkins International Airport New Runway 6L-24R Stage II NASA South 40 Area Landfill Capping, Ravine Filling and Post-Construction Completion Report," dated June 2004, and can be found at pages 3-8 and 3-9 of the SAIC Environmental Baseline Assessment / Suitability for Transfer Report dated June 2007.] Ohio Revised Code ("ORC") Section 3734.02(H) and Ohio Administrative Code ("OAC") Section 3745-27-13 prohibit construction, excavation, or inappropriate usage or activity that would in any way disturb the capped solid waste landfills, except: (i) as may be required in furtherance of corrective action activities ordered by a governmental entity with jurisdiction over such matter; or (ii) as may be approved in writing by the Ohio EPA under the provisions of OAC 3745-27-13; and

Whereas, the Owner has taken corrective action pursuant to the above applicable orders and statutes; and the Administrative Record of said corrective action is maintained at the offices of the Ohio Environmental Protection Agency, Northeast District Office, 2110 East Aurora Road, Twinsburg, Ohio 44087, telephone number (330) 963-1200; and

Whereas, the implementation of appropriate activity and use limitations that restrict land use on the Property is required to protect human health and the environment, based upon the final revised Environmental Baseline Assessment / Suitability for Transfer Report prepared by SAIC, 8866 Commons Blvd., Suite #201, Twinsburg, Ohio 44087, and certified by John Whelpley, an environmental professional. A copy of said Environmental Baseline Assessment / Suitability for Transfer Report as well as the September 20, 1996 Ohio EPA Director's Findings and Orders and the Ohio EPA

Director's Decision Document dated January 2003, are maintained at the Ohio EPA, Northeast District Office, 2110 East Aurora Road, Twinsburg, Ohio 44087; the NASA Glenn Research Center, Environmental Management Branch, M.S. 6-4, 21000 Brookpark Road, Cleveland, Ohio 44135; the Cuyahoga County Public Library, Brookpark Branch, 6155 Engle Road, Brookpark, Ohio 44142; and the Cuyahoga County Public Library, Fairview Park Branch, 21255 Lorain Road, Fairview Park, Ohio 44126.

Now therefore, the Owner and the Ohio EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to ORC Sections 5301.80 to 5301.92.
2. Property. This Environmental Covenant concerns a 35.380 acre portion of land owned by the United States of America acting through the NASA Glenn Research Center, located at 21000 Brookpark Road, Cleveland, in Cuyahoga County, Ohio, and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein ("Property").
3. Owner. The United States of America acting through NASA Glenn Research Center, located at 21000 Brookpark Road, Cleveland, in Cuyahoga County, Ohio, is the owner of the Property.
4. Holder. Owner, whose address is listed above, is the holder of this Environmental Covenant.
5. Activity and Use Limitations. As part of the corrective action at and final remedy for the Property, the Owner does hereby impose and agree to comply with the following activity and use limitations:

A. Land Use Restrictions

- i. Pursuant to the MOU between Owner and the City of Cleveland as the anticipated transferee of the Property, the deed of conveyance will contain a restriction on the use of the Property solely for the development, improvement, operation and maintenance of non-public areas of a public airport.
- ii. In accordance with the final remedy for the Property, as established

in the Ohio EPA Director's Decision Document, dated January 2003, the use of the Property shall be restricted to industrial land use.

Industrial land use means land use with potential exposure of adult workers during a business day and potential exposures of adults and children who are visitors to industrial facilities during the business day. Industrial land use has potential exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil and ingestion of soil. Examples of industrial land uses include, but are not limited to: lumberyards; power plants; manufacturing facilities such as metalworking shops, plating shops, blast furnaces, coke plants, oil refineries, brick factories, chemical plants and plastics plants; assembly plants; non-public airport areas; limited access highways; railroad switching yards; and marine port facilities.

B. Landfill Excavation Restrictions

In accordance with the final remedy for the Property, as established in the Ohio EPA Director's Decision Document, dated January 2003, there shall be no construction, excavation or inappropriate use or activity on the three capped solid waste landfills on the Property: 1) the "1957 Landfill"; 2) a portion of the "Old Landfill"; and 3) the "South 40 Landfill," as shown in Figures 6-1 and 2-12 through 2-14 on Exhibit C to this Environmental Covenant, except: (i) as may be required in furtherance of corrective action activities ordered by a governmental entity with jurisdiction over such matter; (ii) as may be approved in writing by the Director of the Ohio EPA pursuant to OAC 3745-27-13; or (iii) as may otherwise be permitted under the provisions of OAC 3745-27-13.

In the event that any activity by the holder of an encumbrance, identified in Paragraph 11.D. below, constitutes a violation of these activity and use limitations, Owner or Transferee shall notify the Ohio EPA within thirty (30) days of becoming aware of the event, and shall remedy the breach of the activity and use limitations within sixty (60) days of becoming aware of the event, or such other time frame as may be agreed to by the Owner or Transferee and the Ohio EPA.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC Section 5301.85, subject to amendment or termination as set forth herein. The term "Transferee," as used in this Environmental Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

in the Ohio EPA Director's Decision Document, dated January 2003, the use of the Property shall be restricted to industrial land use.

Industrial land use means land use with potential exposure of adult workers during a business day and potential exposures of adults and children who are visitors to industrial facilities during the business day. Industrial land use has potential exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil and ingestion of soil. Examples of industrial land uses include, but are not limited to: lumberyards; power plants; manufacturing facilities such as metalworking shops, plating shops, blast furnaces, coke plants, oil refineries, brick factories, chemical plants and plastics plants; assembly plants; non-public airport areas; limited access highways; railroad switching yards; and marine port facilities.

B. Landfill Excavation Restrictions

In accordance with the final remedy for the Property, as established in the Ohio EPA Director's Decision Document, dated January 2003, there shall be no construction, excavation or inappropriate use or activity on the three capped solid waste landfills on the Property: 1) the "1957 Landfill"; 2) a portion of the "Old Landfill"; and 3) the "South 40 Landfill," as shown in Figures 6-1 and 2-12 through 2-14 on Exhibit C to this Environmental Covenant, except: (i) as may be required in furtherance of corrective action activities ordered by a governmental entity with jurisdiction over such matter; (ii) as may be approved in writing by the Director of the Ohio EPA pursuant to OAC 3745-27-13; or (iii) as may otherwise be permitted under the provisions of OAC 3745-27-13.

In the event that any activity by the holder of an encumbrance, identified in Paragraph 11.D. below, constitutes a violation of these activity and use limitations, Owner or Transferee shall notify the Ohio EPA within thirty (30) days of becoming aware of the event, and shall remedy the breach of the activity and use limitations within sixty (60) days of becoming aware of the event, or such other time frame as may be agreed to by the Owner or Transferee and the Ohio EPA.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC Section 5301.85, subject to amendment or termination as set forth herein. The term "Transferee," as used in this Environmental Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to ORC Section 5301.91. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict the Director of the Ohio EPA from exercising any authority under applicable law.

8. Rights of Access. Owner hereby grants to the Ohio EPA, its agents, contractors, and employees and the Holder, the right of access to the Property for implementation or enforcement of this Environmental Covenant.

9. Compliance Reporting. Owner and any Transferee shall submit to the Ohio EPA and the Holder on an annual basis written documentation verifying that the activity and use limitations remain in place and are being complied with.

10. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED 8/19, 2009, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE CUYAHOGA COUNTY RECORDER ON January 11, 2019 RECORDATION # 201301110621. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

A. Land Use Restrictions

- i. Pursuant to the MOU between Owner and the City of Cleveland as the anticipated transferee of the Property, the deed of conveyance will contain a restriction on the use of the Property solely for the development, improvement, operation and maintenance of non-public areas of a public airport.

- ii. In accordance with the final remedy for the Property, as established in the Ohio EPA Director's Decision Document, dated January 2003, the use of the Property shall be restricted to industrial land use.

Industrial land use means land use with potential exposure of adult workers during a business day and potential exposures of adults and children who are visitors to industrial facilities during the business day. Industrial land use has potential exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil and ingestion of soil. Examples of industrial land uses include, but are not limited to: lumberyards; power plants; manufacturing facilities such as metalworking shops, plating shops, blast furnaces, coke plants, oil refineries, brick factories, chemical plants and plastics plants; assembly plants; non-public airport areas; limited access highways; railroad switching yards; and marine port facilities.

B. Landfill Excavation Restrictions

In accordance with the final remedy for the Property, as established in the Ohio EPA's Director's Decision Document, dated January 2003, there shall be no construction, excavation or inappropriate use or activity on the three capped solid waste landfills on the Property: 1) the "1957 Landfill"; 2) a portion of the "Old Landfill"; and 3) the "South 40 Landfill, as shown in Figures 6-1 and 2-12 through 2-14 on Exhibit C to this Environmental Covenant, except: (i) as may be required in furtherance of corrective action activities ordered by a governmental entity with jurisdiction over such matter; (ii) as may be approved in writing by the Director of the Ohio EPA pursuant to OAC 3745-27-13; or (iii) as may otherwise be permitted under the provisions of OAC 3745-27-13.

Owner shall notify the Ohio EPA and any Holders within ten (10) days after each conveyance of an interest in any portion of the Property. Owner's notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the property being transferred.

11. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

- A. That the Owner is the sole owner of the Property;
- B. That the Owner holds fee simple title to the Property free, clear and unencumbered;
- C. That the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- D. That the Owner has identified all other persons that own an interest in

Industrial land use means land use with potential exposure of adult workers during a business day and potential exposures of adults and children who are visitors to industrial facilities during the business day. Industrial land use has potential exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil and ingestion of soil. Examples of industrial land uses include, but are not limited to: lumberyards; power plants; manufacturing facilities such as metalworking shops, plating shops, blast furnaces, coke plants, oil refineries, brick factories, chemical plants and plastics plants; assembly plants; non-public airport areas; limited access highways; railroad switching yards; and marine port facilities.

B. Landfill Excavation Restrictions

In accordance with the final remedy for the Property, as established in the Ohio EPA's Director's Decision Document, dated January 2003, there shall be no construction, excavation or inappropriate use or activity on the three capped solid waste landfills on the Property: 1) the "1957 Landfill"; 2) a portion of the "Old Landfill"; and 3) the "South 40 Landfill, as shown in Figures 6-1 and 2-12 through 2-14 on Exhibit C to this Environmental Covenant, except: (i) as may be required in furtherance of corrective action activities ordered by a governmental entity with jurisdiction over such matter; (ii) as may be approved in writing by the Director of the Ohio EPA pursuant to OAC 3745-27-13; or (iii) as may otherwise be permitted under the provisions of OAC 3745-27-13.

Owner shall notify the Ohio EPA and any Holders within ten (10) days after each conveyance of an interest in any portion of the Property. Owner's notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the property being transferred.

11. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

- A. That the Owner is the sole owner of the Property;
- B. That the Owner holds fee simple title to the Property free, clear and unencumbered;
- C. That the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- D. That the Owner has identified all other persons that own an interest in

or hold an encumbrance on the Property and notified such persons of the Owner's intention to enter into this Environmental Covenant; and

- E. That this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected

- 12. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent of all of the following: the Owner or a Transferee; and holders, if any; and the Ohio EPA, pursuant to ORC Section 5301.90 and other applicable law. The term, "Amendment," as used in this Environmental Covenant, shall mean any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. The term, "Termination," as used in this Environmental Covenant, shall mean the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of the Ohio EPA and the Owner or Transferee, and holders, if any, of the Property or portion thereof, as applicable. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or Transferee shall file such instrument for recording with the Cuyahoga County Recorder's Office, and shall provide a file- and date-stamped copy of the recorded instrument to the Ohio EPA.

- 13. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 14. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.
- 15. Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Cuyahoga County Recorder's Office.
- 16. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Cuyahoga County Recorder

17. Distribution of Environmental Covenant. The Owner shall distribute a file and date-stamped copy of the recorded Environmental Covenant to: the Ohio EPA; the City of Cleveland; the Cuyahoga County Commissioners; and the United States Department of Transportation, Federal Aviation Administration.
18. Notice. Unless otherwise notified in writing by or on behalf of the current owner or the Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

Ohio Environmental Protection Agency
Lazarus Government Center
Division of Emergency and Remedial Response
P.O. Box 1049
Columbus, Ohio 43216-1049

and

Ohio Environmental Protection Agency
Northeast District Office
Division of Emergency and Remedial Response
2110 East Aurora Road
Twinsburg, Ohio 44087

and

NASA Glenn Research Center
Environmental Management Branch
21000 Brookpark Rd.
Cleveland, Ohio 44135

17. Distribution of Environmental Covenant. The Owner shall distribute a file and date-stamped copy of the recorded Environmental Covenant to: the Ohio EPA; the City of Cleveland; the Cuyahoga County Commissioners; and the United States Department of Transportation, Federal Aviation Administration.
18. Notice. Unless otherwise notified in writing by or on behalf of the current owner or the Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

Ohio Environmental Protection Agency
Lazarus Government Center
Division of Emergency and Remedial Response
P.O. Box 1049
Columbus, Ohio 43216-1049

and

Ohio Environmental Protection Agency
Northeast District Office
Division of Emergency and Remedial Response
2110 East Aurora Road
Twinsburg, Ohio 44087

and

NASA Glenn Research Center
Environmental Management Branch
21000 Brookpark Rd.
Cleveland, Ohio 44135

The undersigned representative of the Owner represents and certifies that he is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

THE UNITED STATES OF AMERICA acting through NASA GLENN RESEARCH CENTER

Woodrow Whitlow, Jr.
Dr. Woodrow Whitlow, Jr.
Director, NASA Glenn Research Center

12 July 2009
Date

State of Ohio)
County of Cuyahoga) ss:

Before me, a notary public, in and for said county and state, personally appeared Woodrow Whitlow, Jr., a duly authorized representative of the United States of America acting through NASA Glenn Research Center, who acknowledged to me that he did execute the foregoing instrument on behalf of the United States of America.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 16 day of July, 2009.

Carol W. Allen
Notary Public
CAROL W. ALLEN, Atty.
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Section 147.03 C.R.C.

OHIO ENVIRONMENTAL PROTECTION AGENCY

Chris Korleski

Chris Korleski
Director

8/19/09
Date

State of Ohio)
) ss:
County of Franklin)

Before me, a notary public, in and for said county and state, personally appeared Chris Korleski, the Director of the Ohio EPA, who acknowledged to me that he did execute the foregoing instrument on behalf of the Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 19th day of AUGUST, 2009.



Charma Diane Casteel

Notary Public

CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES

May 10, 2014

This instrument prepared by:

Carolyn Allen, Esq.
NASA Glenn Research Center
21000 Brookpark Road
Cleveland, Ohio 44135
(216) 433-2317

Mark Navarre, Esq
Ohio EPA Legal Office
50 West Town Street
Columbus, Ohio 43216
(614) 644-3037

OHIO ENVIRONMENTAL PROTECTION AGENCY

Chris Korleski

Chris Korleski
Director

8/19/09

Date

State of Ohio)
)
County of Franklin)

ss:

Before me, a notary public, in and for said county and state, personally appeared Chris Korleski, the Director of the Ohio EPA, who acknowledged to me that he did execute the foregoing instrument on behalf of the Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 19th day of AUGUST, 2009.



Charma Diane Casteel

Notary Public

CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES

May 10, 2014

This instrument prepared by:

Carolyn Allen, Esq.
NASA Glenn Research Center
21000 Brookpark Road
Cleveland, Ohio 44135
(216) 433-2317

Mark Navarre, Esq
Ohio EPA Legal Office
50 West Town Street
Columbus, Ohio 43216
(614) 644-3037

EXHIBIT A
SOUTH-40
LEGAL DESCRIPTION

UNITED STATES OF AMERICA PROPERTY
TO BE CONVEYED TO CITY OF CLEVELAND
15.180 ACRES

Situated in the City of Cleveland, County of Cuyahoga, State of Ohio and known as being part of Original Middleburgh Township, Lot No. 2 in Section No. 21, Lot No. 1 in Section No. 22 and also part of land conveyed to the United States of America by deed dated December 4, 1940 and recorded in Volume 5155, Page 715 in Cuyahoga County Deed Records being bounded and described as follows:

Beginning at a 3/4" iron pin in a monument box found in the centerline of Cedar Point Road, 60 feet wide, at its intersection with the westerly line of Original Lot No. 3 in Section No. 21, said point also being the center line of Lucille Avenue, 60 feet wide;

thence South 89°49'13" East, 1206.16 feet along the center line of said Cedar Point Road to a 3/4" iron pin in a monument box found at a point of curve;

thence continuing along the center line of said Cedar Point Road easterly 634.87 feet and along the arc of a curve deflecting to the left having a radius of 520.24 feet and a chord which bears North 55°13'08" East, 596.20 feet to a point of tangent, said point being referenced by a 5/8" iron pin South 04°52'51" East, 0.42 feet;

thence North 20°15'31" East, 161.51 feet continuing along the center line of said Cedar Point Road to a point of curve, said point being referenced by a 1/2" iron pin North 70°14'17" West, 0.21 feet;

thence northeasterly 154.48 feet and continuing along the center line of said Cedar Point Road and the arc of a curve deflecting to the right having a radius of 408.89 feet and a chord which bears North 31°04'53" East, 153.56 feet to a point, said point also being in the center line of vacated Cedar Point Road as originally established and vacated Cedar Point Road recorded in Volume 250, Page, 18 of Cuyahoga County Map Records;

thence northeasterly 95.17 feet along the center line of said vacated Cedar Point Road and the arc of a curve deflecting to the right having a radius of 408.89 feet and a chord which bears North 48°34'20" East, 94.96 feet, said point also being in the center line of vacated Cedar Point Road recorded in Volume 208, Page 8 of Cuyahoga County Map Records and easterly line of Original Lot No. 3, in Section No. 21;

thence easterly 562.74 feet along the centerline of said vacated Cedar Point Road and the arc of a curve deflecting to the right having a radius of 408.89 feet and a chord which bears South 85°19'57" East, 519.37 feet to a point of tangent;

thence South 45°54'19" East 449.30 feet continuing along said vacated Cedar Point Road to a point of curve;

thence southeasterly 133.17 feet continuing along said vacated Cedar Point Road and the arc of a curve deflecting to the right having a radius of 1146.28 feet and a chord which bears South 42°34'37" East, 133.09 feet to a point;

thence South 50°45'01" West, 30.00 feet to a 5/8" iron pin found in the southwesterly line in said vacated Cedar Point Road;

thence southeasterly 17.88 feet along the southwesterly line of said vacated Cedar Point Road and land conveyed to the United States of America by deed dated December 4, 1940 and recorded in Volume 5155, Page 715 in Cuyahoga County Deed Records along the arc of a curve deflecting to the right having a radius of 1116.28 feet and a chord which bears South 38°47'23" East, 17.88 feet to a point, said point being referenced by a capped 1/2" iron pin (Ohio S-5151, S-7040), South 48°52'48" West 1.12 feet, said point also being the principal place of beginning of the land intended to be described herein;

thence southeasterly 172.18 feet along the southwesterly line of said vacated Cedar Point Road and said land conveyed to the United States of America along the arc of a curve deflecting to the right having a radius of 1116.28 feet and a chord which bears South 33°54'44" East, 172.01 feet to a point of tangent;

thence South 29°29'37" East 136.58 feet along the southwesterly line of vacated Cedar Point Road and said land conveyed to the United States of America to a point of curvature;

thence southeasterly 449.55 feet along the southwesterly line of said vacated Cedar Point Road and said land conveyed to the United States of America along the arc of a curve deflecting to the left having a radius of 1176.28 feet and a chord which bears South 40°26'32" East, 446.82 feet to a point;

thence continuing along said land conveyed to the United States of America South 00°09'47" West, 901.30 feet to a point;

thence continuing along said land conveyed to the United States of America North 89°50'13" West, 1379.04 feet to a point in the westerly line of Lot No. 1 Section 22;

thence along said westerly line of Lot No. 1, Section No. 22 and continuing along said land conveyed to the United States of America North 00°51'23" East, 674.77 feet to a point, said point also being the intersection of Lot No. 1 and Lot No. 4, Section No. 22 and Lot no.2 and Lot 3, Section No. 21;

thence along the westerly line of Lot No. 2, Section 21, and land conveyed to the United States of America North 00°00'18" East, 22.57 feet to a point, said point being referenced by a capped 5/8" iron pin (Ohio S-5151, S-7040), North 48°52'48" East 0.17 feet;

thence North 48°52'48" East 1219.20 feet to a point and the principal place of beginning and containing 35.380 acres of land, more or less, according to a survey made in July 1992 and April 2003 by John E. Rees, Registered Ohio Professional Surveyor No. S-005886, for G & T Associates, Inc.

Bearings given in this description are based on an assumed meridian and are intended to denote angles only.

The intent of this lot split is to divide out to the City of Cleveland all land south of the City of Cleveland-City of Brook Park Corporation Line conveyed to the United States of America in said Volume 5155, Page 715.

thence southeasterly 17.88 feet along the southwesterly line of said vacated Cedar Point Road and land conveyed to the United States of America by deed dated December 4, 1940 and recorded in Volume 5155, Page 715 in Cuyahoga County Deed Records along the arc of a curve deflecting to the right having a radius of 1116.28 feet and a chord which bears South $38^{\circ}47'23''$ East, 17.88 feet to a point, said point being referenced by a capped $\frac{1}{2}$ " iron pin (Ohio S-5151, S-7040), South $48^{\circ}52'48''$ West 1.12 feet, said point also being the principal place of beginning of the land intended to be described herein;

thence southeasterly 172.18 feet along the southwesterly line of said vacated Cedar Point Road and said land conveyed to the United States of America along the arc of a curve deflecting to the right having a radius of 1116.28 feet and a chord which bears South $33^{\circ}54'44''$ East, 172.01 feet to a point of tangency;

thence South $29^{\circ}29'37''$ East 136.58 feet along the southwesterly line of vacated Cedar Point Road and said land conveyed to the United States of America to a point of curvature;

thence southeasterly 449.55 feet along the southwesterly line of said vacated Cedar Point Road and said land conveyed to the United States of America along the arc of a curve deflecting to the left having a radius of 1176.28 feet and a chord which bears South $40^{\circ}26'32''$ East, 446.82 feet to a point;

thence continuing along said land conveyed to the United States of America South $00^{\circ}09'47''$ West, 901.30 feet to a point;

thence continuing along said land conveyed to the United States of America North $89^{\circ}50'13''$ West, 1379.04 feet to a point in the westerly line of Lot No. 1 Section 22;

thence along said westerly line of Lot No. 1, Section No. 22 and continuing along said land conveyed to the United States of America North $00^{\circ}51'23''$ East, 674.77 feet to a point, said point also being the intersection of Lot No. 1 and Lot No. 4, Section No. 22 and Lot no.2 and Lot 3, Section No. 21;

thence along the westerly line of Lot No. 2, Section 21, and land conveyed to the United States of America North $00^{\circ}00'18''$ East, 22.57 feet to a point, said point being referenced by a capped $\frac{5}{8}$ " iron pin (Ohio S-5151, S-7040), North $48^{\circ}52'48''$ East 0.17 feet;

thence North $48^{\circ}52'48''$ East 1219.20 feet to a point and the principal place of beginning and containing 35.380 acres of land, more or less, according to a survey made in July 1992 and April 2003 by John E. Rees, Registered Ohio Professional Surveyor No. S-005886, for G & T Associates, Inc.

Bearings given in this description are based on an assumed meridian and are intended to denote angles only.

The intent of this lot split is to divide out to the City of Cleveland all land south of the City of Cleveland-City of Brook Park Corporation Line conveyed to the United States of America in said Volume 5155, Page 715.

MEMORANDUM OF UNDERSTANDING
BETWEEN
NASA LEWIS RESEARCH CENTER
AND
THE CITY OF CLEVELAND
ON
TRANSFER OF THE "SOUTH 40"
AND
RELATED REAL PROPERTY ISSUES

1. BACKGROUND

The City of Cleveland, Ohio (the City) considers expansion of the Cleveland Hopkins International Airport (the Airport) to be critical to the future economic development of the City and Northeastern Ohio. The City has identified an approximately 40 acre parcel of land (described in Exhibit #1, and hereinafter referred to as "the South 40") located on the Lewis Research Center of the National Aeronautics and Space Administration (NASA) as necessary for the expansion of the Airport. As a result, the City has requested that NASA transfer the South 40 to the City and NASA has agreed to work toward that transfer as described herein.

The following facilities are currently located in the South 40:

- Building 202 Rocket Engine Test Facility
- Building 203 Cryogenic Systems Component Test Facility
- Building 204 Tensile Test Facility
- Building 205 Propellant Transfer & Storage
- Building 206 Cryogenic Vaporizer Facility
- Various Storage Buildings, Loose Equipment and Outside Storage Areas

A number of these facilities and items remain critical to the accomplishment of NASA's mission and must be relocated in their fully operational condition prior to the transfer of the fee simple interest in the South 40. Other of these facilities, while operationally mothballed, house valuable research and institutional support equipment and other property which must be relocated to adequate alternative storage prior to such transfer. In addition, there are a number of other unresolved issues between NASA and the City (the parties) related to real property that both would like mutually to resolve.

NASA acknowledges that the transfer of the South 40 to the City will foster partnership and community solutions as well as further NASA's commitment to supporting civil aviation. The City acknowledges that the transfer of the South 40 must be accompanied without compromising NASA's ability to continue to meet all mission requirements and without any greater expenditure of NASA funds than would otherwise have been incurred. In addition, the transfer must be accomplished in a manner which resolves certain outstanding ancillary issues between the parties related to real property.

2. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to document the agreement between the City and NASA to cooperate with respect to the transfer of the South 40 to the City and the resolution of other issues related to real property currently outstanding between them. The City and NASA contemplate entering into specific supplementary Space Act Agreements (SAAs) as necessary to implement the agreed upon mutual cooperation documented herein. This MOU defines the broad outline for the parties' cooperation. Each SAA entered into pursuant to this MOU will define each party's specific responsibilities and commitments of resources (i.e., facilities, equipment, personnel, timing and/or funds). Each SAA will specify the financial and other obligations of the parties, schedule and milestones, liability and risk of loss, termination rights, and other specific terms for each activity.

3. LEGAL AUTHORITY

The legal authority for NASA to enter into this MOU is found in Section 203(c) of the Space Act of 1958, 42 U.S.C. §2473(c). The parties acknowledge that the legal authority for the City to enter into the SAAs may require legislative authorization.

4. COOPERATION SEQUENCE

- A. The parties agree to begin the process of transferring the South 40 to the City by entering into an SAA to accomplish the engineering and site studies necessary to determine what facilities, equipment and other property currently located in the South 40 need to be relocated, to identify where they would be relocated and to estimate the costs of that relocation.
- B. After completion of those studies, the parties agree to enter into another SAA to effect the relocation of those facilities currently situated in the South 40 which remain necessary to the effective accomplishment of NASA's programs at Lewis and the relocation of the valuable research and institutional support equipment and other property currently housed in operationally mothballed facilities and storage areas situated in the South 40.
- C. The parties agree to enter into specific supplementary SAAs to fully and finally resolve all other issues related to real property that remain currently outstanding between them, specifically including issues related to expired/holdover leases, uncompleted exchanges of real property, unrealized letters of commitment and undocumented easements.
- D. The City shall be responsible for persuading the Secretary of Transportation to request NASA, pursuant to 49 U.S.C. §47125, to convey the South 40 to the City.

2. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to document the agreement between the City and NASA to cooperate with respect to the transfer of the South 40 to the City and the resolution of other issues related to real property currently outstanding between them. The City and NASA contemplate entering into specific supplementary Space Act Agreements (SAAs) as necessary to implement the agreed upon mutual cooperation documented herein. This MOU defines the broad outline for the parties' cooperation. Each SAA entered into pursuant to this MOU will define each party's specific responsibilities and commitments of resources (i.e., facilities, equipment, personnel, timing and/or funds). Each SAA will specify the financial and other obligations of the parties, schedule and milestones, liability and risk of loss, termination rights, and other specific terms for each activity.

3. LEGAL AUTHORITY

The legal authority for NASA to enter into this MOU is found in Section 203(c) of the Space Act of 1958, 42 U.S.C. §2473(c). The parties acknowledge that the legal authority for the City to enter into the SAAs may require legislative authorization.

4. COOPERATION SEQUENCE

- A. The parties agree to begin the process of transferring the South 40 to the City by entering into an SAA to accomplish the engineering and site studies necessary to determine what facilities, equipment and other property currently located in the South 40 need to be relocated, to identify where they would be relocated and to estimate the costs of that relocation.
- B. After completion of those studies, the parties agree to enter into another SAA to effect the relocation of those facilities currently situated in the South 40 which remain necessary to the effective accomplishment of NASA's programs at Lewis and the relocation of the valuable research and institutional support equipment and other property currently housed in operationally mothballed facilities and storage areas situated in the South 40.
- C. The parties agree to enter into specific supplementary SAAs to fully and finally resolve all other issues related to real property that remain currently outstanding between them, specifically including issues related to expired/holdover leases, uncompleted exchanges of real property, unrealized letters of commitment and undocumented easements.
- D. The City shall be responsible for persuading the Secretary of Transportation to request NASA, pursuant to 49 U.S.C. §47125, to convey the South 40 to the City.

NASA agrees to cooperate in that persuasion and to provide assistance to the City's efforts.

- E. NASA will, upon request from the Secretary of Transportation, transfer, consistent with 49 U.S.C. §47125, its fee simple interest in the South 40 to the City conditioned on compliance with all applicable environmental requirements and the fulfillment of all of the City's obligations under the SAAs referred to above. If this transfer is not accomplished by request from the Secretary of Transportation, the parties will both work to accomplish that transfer by other legal means.

5. AVAILABILITY OF FUNDS

All activities under or pursuant to this MOU are subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or provision of funds by NASA in violation of the Anti-Deficiency Act, 31 U.S.C. §1341 or to require obligation or provision of funds by the City without an appropriate certification of their availability pursuant to Section 5705.41 of the Revised Code. This MOU is not a funding document and does not represent any obligation or transfer of funds.

6. ENVIRONMENTAL MATTERS

The South 40 is subject to a Consent Order dated September 20, 1996 between NASA and the Ohio Environmental Protection Agency (OEPA). The South 40 is a known site of past waste disposal and remedial action is required by the Consent Order. In this regard, the parties acknowledge NASA must comply with the provisions of the Consent Order and 42 U.S.C. §9620(h) pertaining to any transfer of the South 40. The parties agree to take all necessary steps to cooperate fully with NASA's required environmental remediation of the South 40 consistent with the Consent Order. The parties further agree that any transfer of property interests in the South 40 will specifically provide for any such remediation not already accomplished and the responsibilities of each party regarding the removal of any underground storage tanks remaining on the South 40.

7. INITIAL MILESTONES

- A. Upon the execution of this MOU, NASA will provide the City with the name of and principal contact at a firm or firms which it recommends conduct the engineering and site studies.
- B. Upon the execution of this MOU, the parties will immediately initiate negotiation of an SAA to accomplish the engineering and site studies necessary to determine what facilities need to be relocated, where they will be relocated and the estimated costs of that relocation. That SAA will also provide for reasonable access to the South 40 by

City representatives and consultants, for the purpose of testing, surveying and inspecting of the South 40 and its contents.

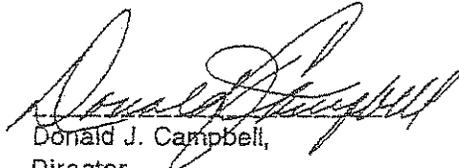
- C. Within thirty calendar days after the execution of this MOU, NASA will provide the City with a reasonably accurate description of all facilities and stored items that it believes must be relocated, either completely or in part, from the South 40 prior to its transfer to the City.
- D. Within thirty calendar days after the execution of this MOU, the City will provide a reasonably accurate description of the property in the South 40 in which it seeks a fee simple interest. The parties agree to work together to create a description of property which the City requires for the proposed Airport expansion. At the conclusion of the engineering and site studies referred to above, the City will be responsible for providing a legal description of the property.
- E. Within sixty calendar days of the execution of this MOU, the parties will identify and agree as to the ancillary issues related to real property to be resolved in conjunction with the City's request for transfer of a fee simple interest in the South 40 and will begin negotiations of the SAAs related to those issues.
- F. Within sixty calendar days of the execution of this MOU, the parties will begin negotiating the terms and conditions on which the property will transfer, including the procedures to be followed and the rights and responsibilities of each party regarding the transfer.

8. EXECUTION

**NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION**

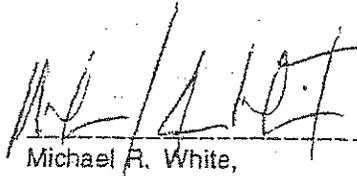
THE CITY OF CLEVELAND, OHIO

BY:



Donald J. Campbell,
Director
NASA Lewis Research Center
21000 Brookpark Road
Cleveland, OH 44135

BY:



Michael R. White,
Mayor
City of Cleveland
601 Lakeside Avenue
Cleveland, OH 44114

DATE: May 30, 1997

DATE: May 30, 1997

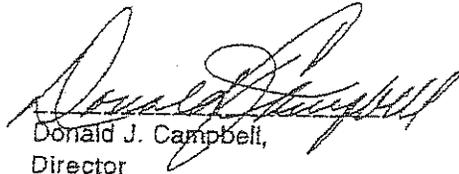
City representatives and consultants, for the purpose of testing, surveying and inspecting of the South 40 and its contents.

- C. Within thirty calendar days after the execution of this MOU, NASA will provide the City with a reasonably accurate description of all facilities and stored items that it believes must be relocated, either completely or in part, from the South 40 prior to its transfer to the City.
- D. Within thirty calendar days after the execution of this MOU, the City will provide a reasonably accurate description of the property in the South 40 in which it seeks a fee simple interest. The parties agree to work together to create a description of property which the City requires for the proposed Airport expansion. At the conclusion of the engineering and site studies referred to above, the City will be responsible for providing a legal description of the property.
- E. Within sixty calendar days of the execution of this MOU, the parties will identify and agree as to the ancillary issues related to real property to be resolved in conjunction with the City's request for transfer of a fee simple interest in the South 40 and will begin negotiations of the SAAs related to those issues.
- F. Within sixty calendar days of the execution of this MOU, the parties will begin negotiating the terms and conditions on which the property will transfer, including the procedures to be followed and the rights and responsibilities of each party regarding the transfer.

8. EXECUTION

**NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION**

BY:

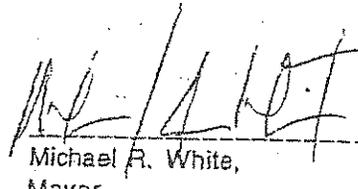


Donald J. Campbell,
Director
NASA Lewis Research Center
21000 Brookpark Road
Cleveland, OH 44135

DATE: May 30, 1997

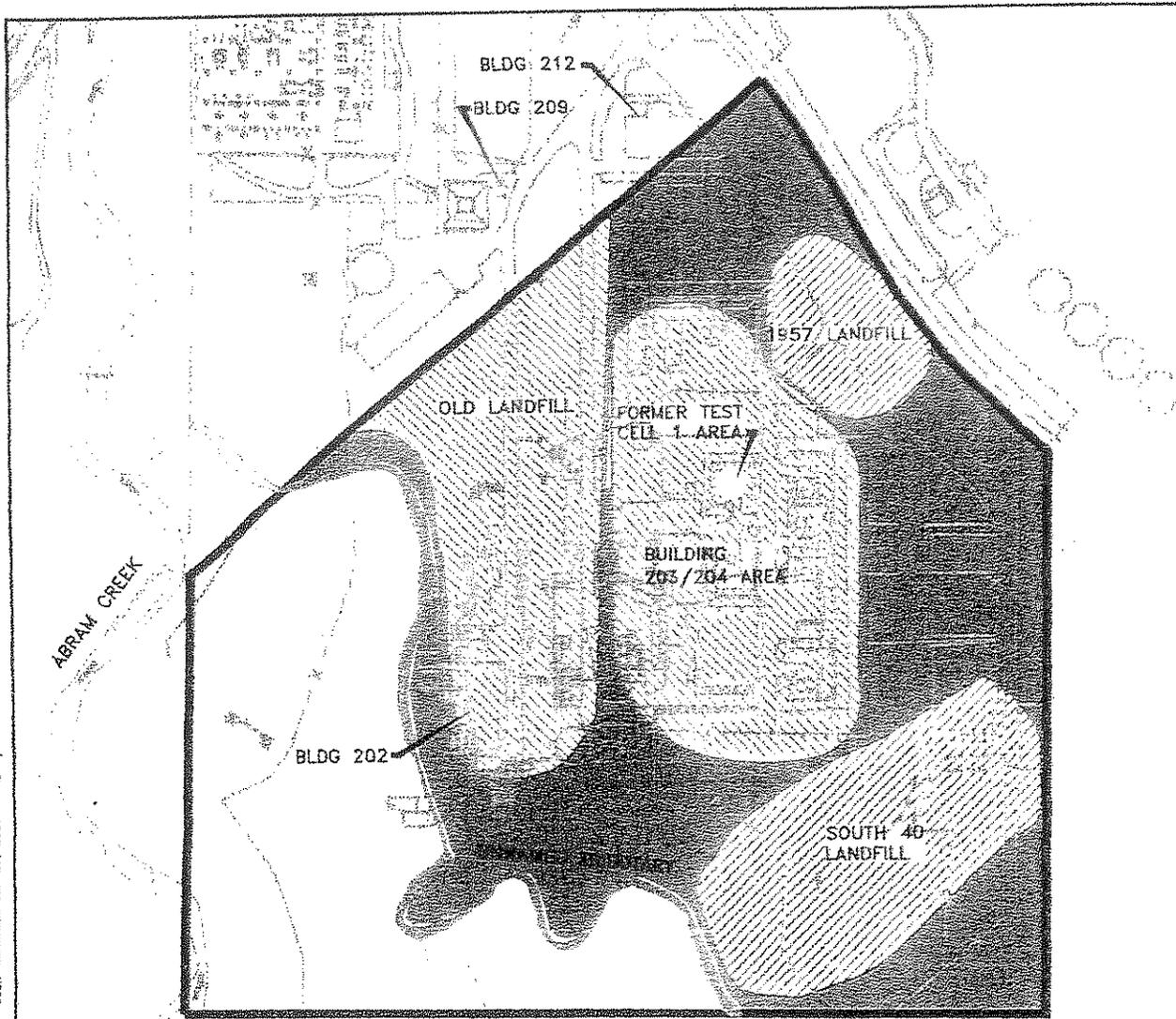
THE CITY OF CLEVELAND, OHIO

BY:

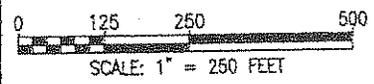


Michael R. White,
Mayor
City of Cleveland
601 Lakeside Avenue
Cleveland, OH 44114

DATE: May 30, 1997



File: W:\CDD\NASA\ST24 EIA & FTSA\PROP_CAT 5-07 pre.dwg Layout: FIG 6-1 User: williams@hqs Jun 25, 2007 - 12:01pm



LEGEND

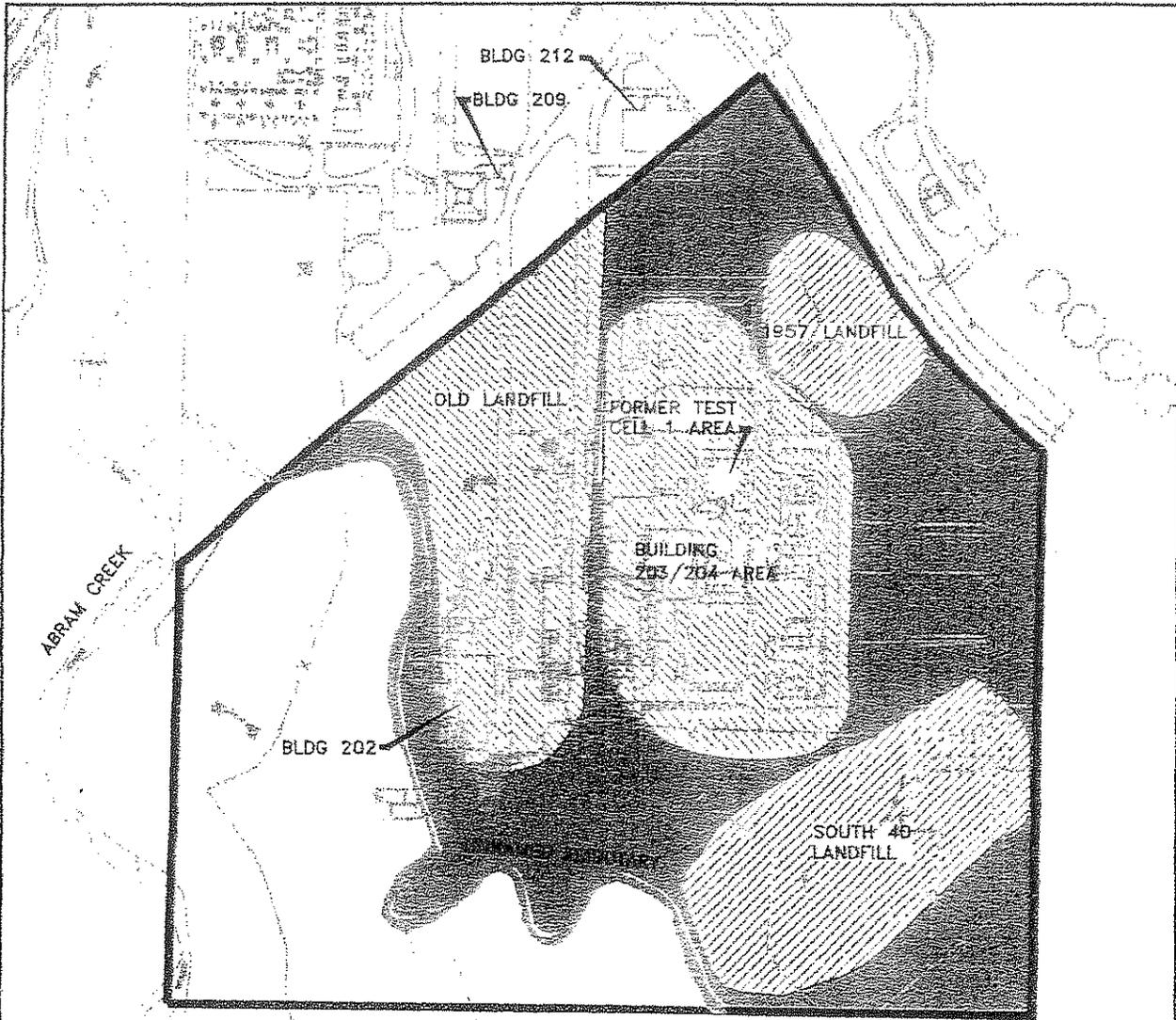
- CATEGORY 1
- CATEGORY 4
- CATEGORY 3
- CATEGORY 5

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
 JOHN H. GLENN RESEARCH CENTER
 PROPERTY CATEGORIZATION MAP
 PRE-DEED CHANGES

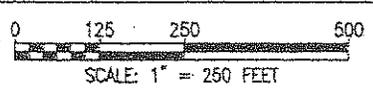
ENVIRONMENTAL BASELINE ASSESSMENT/SUITABILITY
 FOR TRANSFER - PORTION OF NASA'S SOUTH 40 TO
 BE TRANSFERRED TO THE CITY OF CLEVELAND, OHIO

SAE Science Applications International Corporation Twinsburg, Ohio

| | | | | |
|--------------|------------------------|-------------------|------------------------|-------------------|
| DRAWN MRK | ORIG. DATE 04/23/04 | SCALE AS NOTED | PROJECT NO. 01-4643 | FIGURE NO. 6-1 |
|--------------|------------------------|-------------------|------------------------|-------------------|



File: W:\G00 L\NASA\ST24 EDA & PISA\PROP_CAT 5-07 pre.dwg Layout: FIG 6-1 User: williammha Jun 25, 2007 - 12:01pm



LEGEND

- CATEGORY 1
- CATEGORY 4
- CATEGORY 3
- CATEGORY 5

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
 JOHN H. GLENN RESEARCH CENTER

 PROPERTY CATEGORIZATION MAP
 PRE-DEED CHANGES

ENVIRONMENTAL BASELINE ASSESSMENT/SUITABILITY
 FOR TRANSFER - PORTION OF NASA'S SOUTH 40 TO
 BE TRANSFERRED TO THE CITY OF CLEVELAND, OHIO

SAE Science Applications International Corporation Twinsburg, Ohio

| | | | | |
|--------------|------------------------|-------------------|------------------------|-------------------|
| DRAWN MRK | ORIG. DATE 04/23/04 | SCALE AS NOTED | PROJECT NO. 01-4543 | FIGURE NO. 6-1 |
|--------------|------------------------|-------------------|------------------------|-------------------|

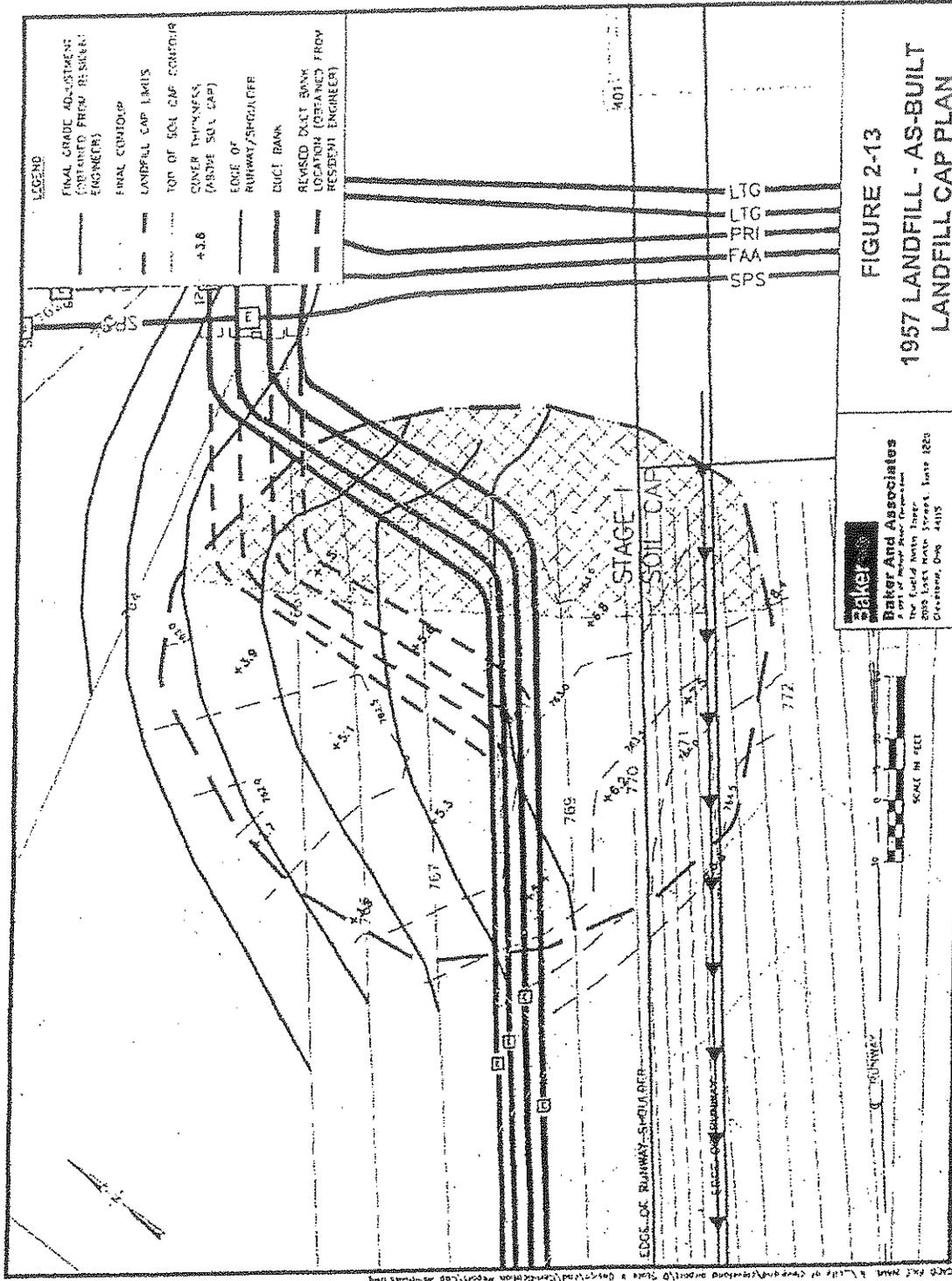


FIGURE 2-13
1957 LANDFILL - AS-BUILT
LANDFILL CAP PLAN

The TSCA Site is located near the left border of this drawing, approximately 40 feet northwest of the former Test Cell 1 and 170 feet south, southeast of former Building 204. The electrical duct bank that runs parallel to Runway 6L24R transects a portion of the TSCA site.

Baker
Baker And Associates
A Part of the
The Eucalyptus Tower
200 West Main Street, Suite 1820
Greenville, S.C. 29615

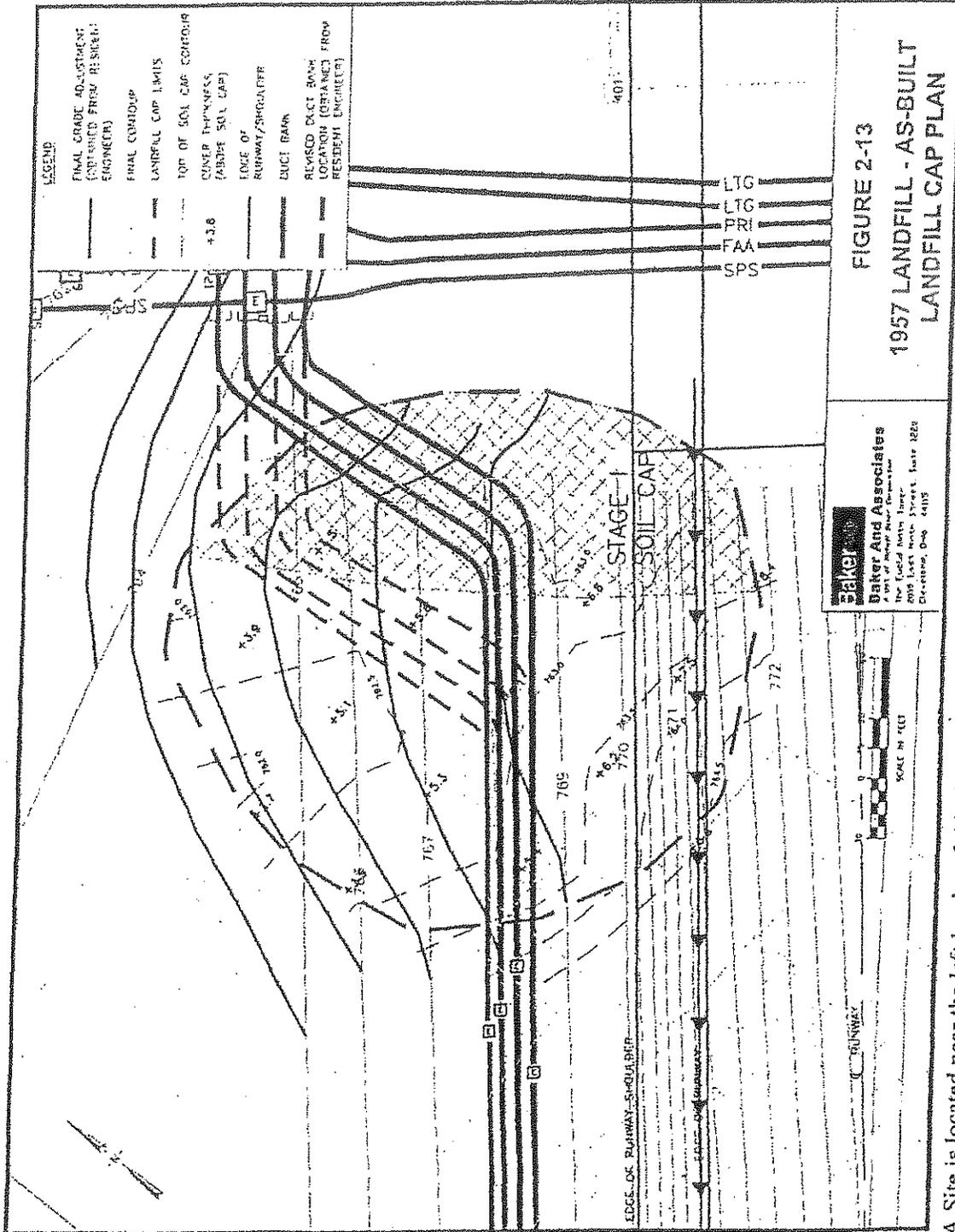
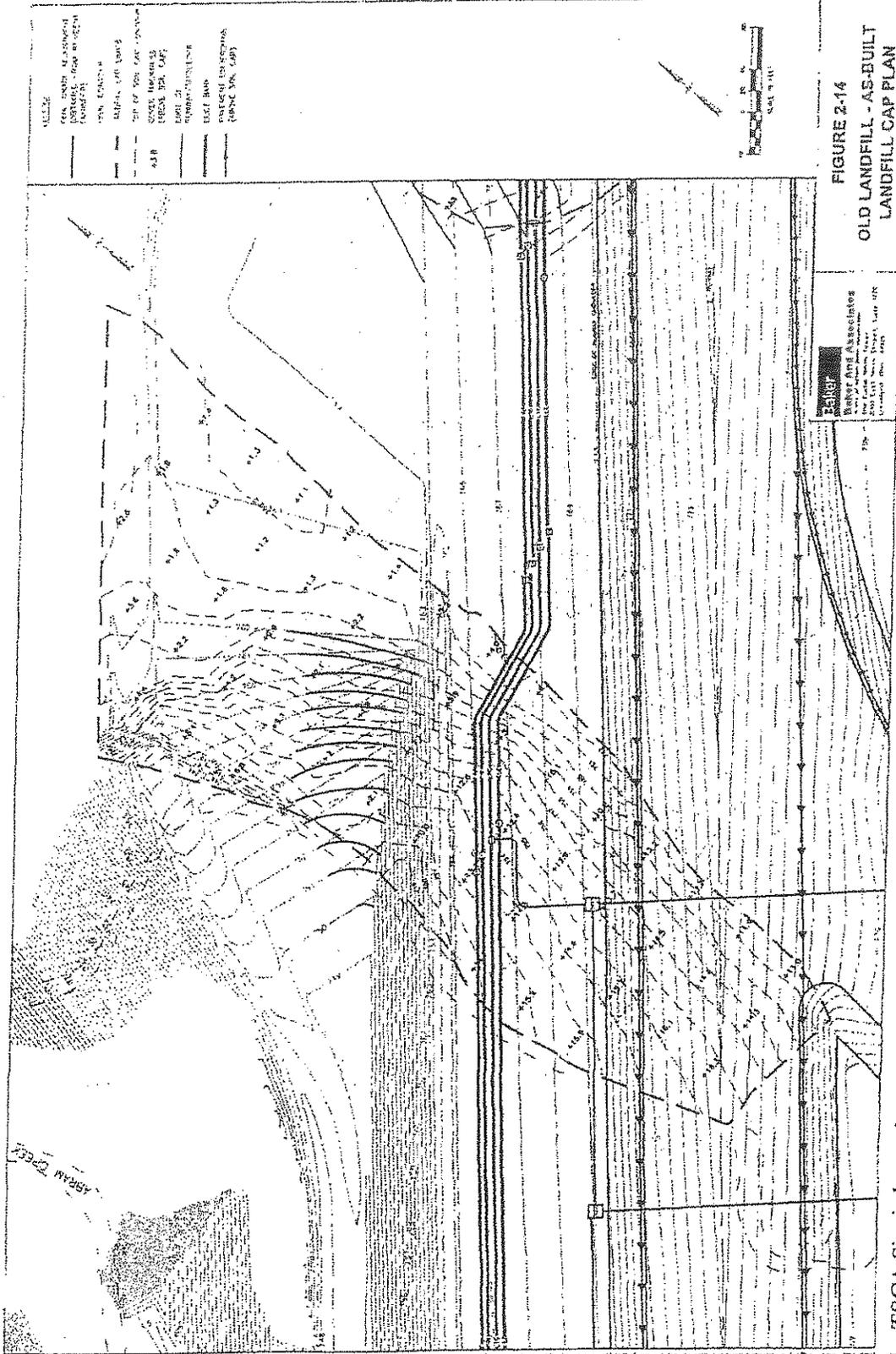


FIGURE 2-13
1957 LANDFILL - AS-BUILT
LANDFILL CAP PLAN

Baker
Baker And Associates
 2015 East Main Street, Suite 102B
 Durham, NC 27705
 Phone: 919.489.4400

The TSCA Site is located near the left border of this drawing, approximately 40 feet northwest of the former Test Cell 1 and 170 feet south, southeast of former Building 204. The electrical duct bank that runs parallel to Runway 6L24R transects a portion of the TSCA site.



The TSCA Site is located near the right border of this drawing, approximately 40 feet northwest of the former Test Cell 1 and 170 feet south, southeast of former Building 204. The electrical duct bank that runs parallel to Runway 6L24R transects a portion of the TSCA site.

