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ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Airport Taxi Service, Inc. (Airport Taxi) and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property to the activity and use limitations set forth herein.

Whereas, during the 1980s, the former Property owner, Unico Alloys, Inc. (Unico), operated a scrap metal business and generated hazardous waste as part of operations, including trichloroethylene (TCE), at the facility located at 1555 Joyce Avenue, Columbus, Franklin County, Ohio. During a July 12, 1985 investigation, Ohio EPA discovered that Unico disposed of spent TCE onto the soil and overfilling of a TCE product tank, and, therefore, Unico disposed of hazardous waste at the facility without a permit in violation of ORC § 3734.02(E) and (F). The facility is depicted on Exhibit A hereto, and constitutes the "Property" for purposes of this Environmental Covenant.

Whereas, between 1986 and 1995, Unico conducted soil excavation, groundwater monitoring well installation, and soil and groundwater sampling at the Property. On November 26, 2001, Unico entered into Director's Final Findings and Orders (2001 Orders) for implementation of an Ohio EPA approved site investigation work plan. Between 2001 and 2007, Unico developed a conceptual site model and conducted two rounds of high vacuum dual phase extraction combined with chemical oxidation at the Property. On May 9, 2007, Unico submitted a Remedial Action report to Ohio EPA which presented a risk assessment that demonstrated the residual TCE in soils, perched groundwater, and soil gas did not pose an unacceptable risk to site workers or construction workers. The Remedial Action report met the closure performance standard in Ohio Administrative Code (OAC) chapters 3745-54, 55, 65, and 66.

Whereas, on July 9, 2008, Airport Taxi acquired the Property from Unico and agreed to assume post-closure obligations under OAC chapters 3745-54, 55, 65, and 66, and entered into Director's Final Findings and Orders on May 28, 2010 (2010 Orders). The 2010 Orders approved the Post-Closure plan that was submitted on January 7, 2010 by Unico and Airport Taxi to Ohio EPA and terminated the 2001 Orders.

Whereas, on September 20, 2013, Ohio EPA approved a revised Post-Closure Plan. The approved revised Post-Closure Plan requires soil gas monitoring and
established activity and use limitations for the Property as set forth in this Environmental Covenant.

As a result of the former manufacturing operations at the Property, certain contaminants were released to ground water at the Property. Certain constituents of concern, including TCE, have been detected in ground water on the Property are above levels considered acceptable for residential use.

Whereas, the administrative record for the Property titled Air Port Taxi Service, Inc. is maintained at Ohio EPA’s Central District Office, 50 W. Town St., Suite 700, Columbus, Ohio 43215.

Now therefore, Airport Taxi and Ohio EPA agree to the following:

1. **Environmental Covenant.** This instrument is an environmental covenant developed and executed pursuant to ORC §§ 5301.80 to 5301.92.

2. **Property.** This Environmental Covenant concerns approximately 2.42 acres of real property, owned by Airport Taxi and located at 1555 Joyce Avenue, Columbus, Ohio in Franklin County, Ohio, and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein.

3. **Owner.** Airport Taxi ("Owner"), which is located at 6767 Cowan Street, Dublin, Franklin 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 post-closure of hazardous waste management units as described in the 2010 Orders and the approved revised Post-Closure plan, Owner hereby imposes and agrees to comply with the following activity and use limitations on the Property:

   A. The Property attached hereto as Exhibit A must be used for commercial/industrial land use only and not be used for residential activities. The term “residential activities” shall include, but not be limited to, the following:

   i. Single and multi-family dwelling and rental units;
   ii. Day care centers, preschools and (K-12) educational facilities;
   iii. Correctional facilities;
   iv. Transient or other residential facilities; and

   - 2 -
v. Production of food-chain products by agricultural means for animal or human consumption.

B. **Ground Water Prohibition.** No person shall use any ground water from the non-continuous perched water zone at or underlying the Property for any purpose.

C. **Construction or Excavation Activity.** During any construction or excavation at the Property, a health and safety plan must be prepared by a qualified environmental professional and implemented during any construction or excavation activity.

D. **Ventilation System at Office Building.** If there are to be any changes or additions to the ventilation system at the office building and warehouse located on the Property with an address of 1555 Joyce Avenue, Columbus, Ohio, a vapor migration pathway evaluation must be completed by a qualified environmental professional beforehand and must demonstrate that the changes or additions will protect future occupants of the building.

E. If any event or action by or on behalf of a person who owns an interest in or holds an encumbrance on the Property, identified in paragraph 11, constitutes a breach of the activity and use limitations, Owner or Transferee shall notify Ohio EPA within thirty (30) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within sixty (60) days of becoming aware of the event or action, or such other time frame as may be agreed to by the Owner or Transferee and 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 § 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 § 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 Ohio EPA from exercising any authority under applicable law.
8. **Rights of Access.** Owner hereby grants to Ohio EPA, its agents, contractors, and employees the right of access to the Property for implementation or enforcement of this Environmental Covenant.

9. **Compliance Reporting.** Owner or any Transferee shall submit to Ohio EPA on an annual basis a written certification which complies with Ohio Administrative Code 3745-50-42(B), (C), and (D) 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 __________, 20__, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE FRANKLIN COUNTY RECORDER ON __________, 20__, IN [DOCUMENT ________, or BOOK______, PAGE ________]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

A. The Property attached hereto as Exhibit A must be used for commercial/industrial land use only and not be used for residential activities. The term "residential activities" shall include, but not be limited to, the following:

i. Single and multi-family dwelling and rental units;

ii. Day care centers, preschools and (K-12) educational facilities;

iii. Correctional facilities;

iv. Transient or other residential facilities; and

v. Production of food-chain products by agricultural means for animal or human consumption.

B. **Ground Water Prohibition.** No person shall use any ground water from the non-continuous perched water zone at or underlying the Property for any purpose.

C. **Construction or Excavation Activity.** During any construction or excavation at the Property, a health and safety plan must be prepared by a qualified environmental professional and implemented during any construction or excavation activity.
D. Ventilation System at Office Building. If there are to be any changes or additions to the ventilation system at the office building and warehouse located on the Property with an address of 1555 Joyce Avenue, Columbus, Ohio, a vapor migration pathway evaluation must be completed by a qualified environmental professional beforehand and must demonstrate that the changes or additions will protect future occupants of the building.

E. If any event or action by or on behalf of a person who owns an interest in or holds an encumbrance on the Property, identified in paragraph 11, constitutes a breach of the activity and use limitations, Owner or Transferee shall notify Ohio EPA within thirty (30) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within sixty (60) days of becoming aware of the event or action, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA.

Owner or any Transferee shall notify Ohio EPA 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, a legal description of the Property being transferred, a survey map that shows the boundaries of the property being transferred, and the closing date of the transfer of the ownership of the Property.

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;

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; and

D. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which the 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 the Ohio EPA, pursuant to ORC § 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 Ohio EPA and the Owner or Transferee 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 Franklin County Recorder’s Office, and shall provide a file- and date-stamped copy of the recorded instrument to 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 Franklin County Recorder’s Office pursuant to ORC § 5301.88. Owner shall certify to Ohio EPA that the Environmental Covenant has been filed for recording, and include with the certification a file and date-stamped copy of the Environmental Covenant.

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 Franklin County Recorder.

17. Distribution of Environmental Covenant. The Owner shall distribute a file-and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA; any lessee; each unit of local government in which the Property is located including the City of Columbus; each person who signed the Environmental Covenant; each person holding a recorded interest in the Property; and any other person designated by Ohio EPA.

18. Notice. Unless otherwise notified in writing by or on behalf of the current owner or Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:
Ohio Environmental Protection Agency
Division of Environmental Response and Revitalization
P.O. Box 1049
Columbus, Ohio 43216-1049
Attn: DERR Closure Manager

Ohio Environmental Protection Agency
Central District Office
Division of Environmental Response and Revitalization
P.O. Box 1049
Columbus, Ohio 43216-1049
Attn: DERR Hazardous Waste Manager

Mr. Ron, Noga, Esq.
1010 Old Henderson Road, Suite 1
Columbus, Ohio 43220

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

IT IS SO AGREED:

AIRPORT TAXI SERVICE, INC.

__________________________
Gebezehu Mamay, Pres

Printed Name and Title

9-30-16

Date

State of Ohio

County of Franklin

Before me, a notary public, in and for said county and state, personally appeared

__________________________
Gebezehu Mamay

a duly authorized representative of Airport Taxi Service,
Inc., who acknowledged to me that he/she did execute the foregoing instrument on behalf of Airport Taxi Service, Inc.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this ______________ day of ______________________, 2016.

Kristin L. Berger
Notary Public, State of Ohio
My Commission Expires 02-13-2019

Notary Public

OHIO ENVIRONMENTAL PROTECTION AGENCY

Craig W. Butler, Director

Date

State of Ohio )
County of Franklin ) ss:

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

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this ______________ day of ______________, 2016.

Notary Public

This instrument prepared by:

Ron Noga
1010 Old Henderson Road, Suite 1
Columbus, Ohio 43220
(614) 326-1954

SUSAN C. KROEGER
Attorney at Law
Notary Public
State of Ohio
Lifetime Commission
EXHIBIT A

Property legal description
EXHIBIT A

Situated in the State of Ohio, County of Franklin and City of Columbus, and bounded and described as follows:

Beginning at a point in the center line of 17th Avenue, distant westerly from the intersection of the center lines of 17th and Joyce Avenues, a distance of 284.66 feet;

Running thence (1) at right angles to the center line of 17th Avenue, South 3°26' West through an iron pipe monument at a distance of 35.00 feet, a total distance of 219.34 feet to an iron pipe monument;

Thence (2) parallel to the center line of 17th Avenue, South 86°33' East through an iron pipe monument at a distance of 217.81 feet, a total distance of 248.22 feet to a point in the center line of Joyce Avenue;

Thence (3) along the center line of Joyce Avenue, South 12°53' West a distance of 34.00 feet to a point of bend in the center line of Joyce Avenue;

Thence (4) still along the center line of Joyce Avenue, South 2°40' West a distance of 91.00 feet to a point;

Thence (5) parallel to the center line of 17th Avenue, North 86°33' West through an iron pipe monument at a distance of 30.41 feet, a total distance of 490.42 feet to an iron pipe monument;

Thence (6) North 2°56' East through an iron pipe monument at a distance of 308.89 feet, a total distance of 343.81 feet to a point in the center line of 17th Avenue; and,

Thence (7) along the center line of 17th Avenue, South 86°33' East, a distance of 250 feet to the point of beginning, containing 2.658 acres, more or less.

Auditor's Parcel No. 010-018429.

Property Address: 1555 Joyce Ave.