



DEED OF EASEMENT AND DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that _____, of _____ County, Ohio (hereinafter called “Grantors”) grant to the Columbus Regional Airport Authority (hereinafter called “CRAA”), an authority established under Chapter 4582 of the Ohio Revised Code, an aviation easement upon the real property described in Exhibit “A” attached hereto (hereinafter called “the Property”), for the purposes recited herein, and do hereby declare and covenant for themselves and their heirs, personal representatives, successors and assigns that the premises described in Exhibit “A” shall be subject to the following restrictions, easements and limitations:

RECITALS

A. WHEREAS, Grantor is the owner of certain real property, together with all appurtenances thereto and all buildings and improvements erected thereon (the “Property”), which Property is more particularly described in the attached Exhibit A which is hereby incorporated herein by reference; and

B. WHEREAS, CRAA is the operator of Rickenbacker International Airport (hereinafter called the “Airport”), which is situated in proximity to the Property; and

C. WHEREAS, due to its proximity to the Airport, the Property is currently and will in the future be subject to (i) aircraft noise levels of 60 DNL or higher, (ii) frequent aircraft overflights, (iii) loud aircraft noise associated with the takeoff and landing of aircraft, and (iv) other effects related to the operation of the Airport; and

D. WHEREAS, the Property is located in a noise-impacted area (i.e. noise of 60 DNL or higher), and the approximate aircraft flight path at the Airport in relation to the Property is as shown in the Airport Master Plan and F.A.R. Part 150 Noise Compatibility Study updates for the Airport dated 1998, (i) present and future noise impacts may be annoying to users of the Property and may interfere with the unrestricted use and enjoyment of the Property, (ii) such noise impacts may change over time by virtue of greater numbers of aircraft, louder aircraft, seasonal variations, and time-of-day variations, (iii) changes in the Airport, its layout, and air traffic control operating procedures may result in increased noise impacts, and (iv) future owners’ or occupiers’ own personal perception of the noise impacts may change and his or her sensitivities to aircraft noise could increase; and

E. WHEREAS, Grantee has requested that Grantor grant an easement through the airspace of the Property for Airport-related purposes upon the terms of this easement.

NOW THEREFORE, for good and other valuable consideration, including one dollar (\$1.00) from Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the foregoing and as follows:

1. Aviation Easement. Grantor hereby grants a perpetual right-of-way and easement (hereinafter called "Avigation Easement"), for the use and benefit of CRAA, its successors and assigns, and the public, through and across the airspace above the surface of the Property, for the flight and passage of aircraft to, from, and around the Airport and all related activities and effects, including without limitation the right to cause in such airspace such noise and pollution as may be inherent in the operation of aircraft now known or hereafter used, for navigation of or flight in such airspace, and for use of such airspace for landing on, taking off from, or operating on or around the Airport.

Grantors also covenant, for themselves as the current owners of the Property, and for their heirs, personal representatives and all successors and assigns as follows:

(a) No structures exceeding _____ feet in height (as measured from the highest elevation of the Property at ground level) shall be constructed on the Property and no other improvements, fixtures or structure in excess of _____ feet in height (as measured from the highest elevation of the Property at ground level) shall be permitted to be located or remain on the Property. Grantor further grants to the Grantee the right to enter upon the Property to trim any trees or other vegetation which exceed _____ feet in height (as measured from the highest elevation of the Property at ground level), at no cost or expense to Grantor. Any such entry by the Grantee shall be at reasonable hours and with reasonable notice to Grantor and the Grantee shall remove any limbs, wood or other debris generated by its entry so as not to interfere with Grantor's continuing use of the Property;

(b) No use shall be made of the Property which would interfere with landing or taking off of aircraft at the Airport, otherwise constitute an airport hazard, or interfere with air navigation and communication facilities service the Airport;

(c) All owners of the Property shall file with the Federal Aviation Administration and the Ohio Department of Transportation, Division of Aviation, notice consistent with the requirements of 14 Code of Regulations Part 77 (FAA Form 7460-1) prior to constructing any permitted facility, structure, or other item on the Property is such notice is required by Part 77 at the time of such construction;

(d) No owner of the Property shall use, nor permit, nor suffer use of the Property in such manner as to create electrical interference with radio communication between any installations upon the Airport and aircraft, nor make it difficult for aircraft to distinguish between Airport lights and others, nor impair visibility in the vicinity of the Airport, nor otherwise endanger the landing, taking off, or maneuvering of aircraft at and around the Airport;

(e) The Property shall not be used for construction of noise-sensitive buildings (schools, churches, hospitals, nursing homes, or libraries), or the construction of any house, townhouse, duplex, apartment building, or other similar building or improvement, which could in any way be

utilized for residential purposes or for the congregation of people (it being the intent of this subsection to prevent any residential or noise-sensitive use of the Property); and

(f) No property owner shall hereafter use, nor permit, nor suffer use of the Property in such a manner as to create a potential for attracting birds or other wildlife that may pose a hazard to aircraft.

2. **Covenant Not to Sue and Waiver of Claims.** Grantor (a) covenants that Grantor shall not hereafter sue or prosecute Grantee with respect to noise, vibration or air pollution inherent (i) in the operation of aircraft, now or hereafter used, for navigation or other flight in the air space above the surface of the Property or in air space above other property in the vicinity of the Property or (ii) in the use of such air space for landing on, takeoff from, or operating on or around the Airport, and (b) waives any claim for liabilities, losses, damages, injuries, costs, and expenses against Grantee, both with respect to the flight of aircraft over the Property or over other property near the Property or any physical effects on the Property resulting therefrom (except aircraft fires, explosions and crashes and falling material), including, but without limitation, noise, air pollution, vibration or any other physical effect on the Property resulting from such flight of aircraft not excepted above; provided that this covenant shall not apply to any damages resulting directly from Grantee's or its agents or representatives intentional misconduct in the operation of the Airport.

3. **Miscellaneous Provisions.** The Avigation Easement, and the other rights and obligations hereunder, shall, except as otherwise provided herein, run with the land in perpetuity, and shall be enforceable by Grantee, its successors and assigns against Grantor, its successors and assigns; provided that the Avigation Easement, and the rights of Grantee hereunder, may only be assigned to an entity responsible for the operation of the Airport for the benefit of the public. The Avigation Easement, and the other rights and obligations hereunder, shall not be enforceable by or against any third party which is not a successor or assignee of Grantor or Grantee. The Avigation Easement, and the other rights and obligation hereunder, shall remain in full force and effect until such time, if ever, that the Airport shall cease to be utilized for public airport purposes, in which case the Avigation Easement shall be abandoned and the Grantee shall, upon demand of the Grantor, execute and deliver an appropriate instrument to the Grantor evidencing such abandonment.

All subsequent purchasers, grantees and lessees of the Property or any part thereof and all parties whose interests arise after the recording of this Deed of Easement and Declaration of Protective Covenants shall receive the property subject to and encumbered by the grants and covenants contained herein, which shall form



IN WITNESS WHEREOF, the Grantor, _____, or duly
authorized representatives hereunto, has caused this instrument to be executed this
_____ day of _____, 2005.

Signed and acknowledged in
the presence of:

Print Name: _____

By: _____

Its: _____

Print Name: _____