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HISTORICAL CHAIN OF TITLE REPORT

**LOUISVILLE USARC
3600 CENTURY DIVISION WAY
LOUISVILLE, KENTUCKY**

Submitted to:

**ENVIRONMENTAL DATA RESOURCES, INC.
C/O
GEO CONSULTANTS LLC
199 Kentucky Ave
Kevil, Kentucky 42053
(270) 462-3882**

Attention: Larry Copeland

Project No. N06-5432

Thursday, August 31, 2006

NETR- Real Estate Research & Information hereby submits the following ASTM historical chain-of-title to the land described below, subject to the leases/miscellaneous shown in Section 2. Title to the estate or interest covered by this report appears to be vested in:

UNITED STATES OF AMERICA

The following is the current property legal description:

Being that parcel or tract of land, known as Tract No. 100, situated and lying in the City Louisville, Jefferson County, State of Kentucky

Assessor's Parcel No: 14-082B-0027-0000

1. HISTORICAL CHAIN OF TITLE

1. COMMISSIONER'S DEED:

RECORDED: 10-14-1940
GRANTOR: Louise Marshall, Fidelity & Columbia Trust Company, Trustee for Richard V. Marshall and Helen C. Marshall under Deed of Trust; Richard V. Marshall; Helen C. Marshall; Sallie Ewing Docker; Nicholas H. Docker; Burwell K. Marshall; Kathleen Marshall; Elizabeth L. Johnson; Lewis Y. Johnson; Louis Delbel; William Huber; John Marcum and Carl J. Kramer, by Commissioner
GRANTEE: Louisville and Jefferson County Air Board
INSTRUMENT: Bk 1759, Pg 418

2. WARRANTY DEED:

RECORDED: 02-06-1948
GRANTOR: United States of America, through War Assets Administrator
GRANTEE: Louisville and Jefferson County Air Board
INSTRUMENT: Bk 2332, Pg 388

3. AGREED JUDGMENT:

RECORDED: 03-13-1979
GRANTOR: Louisville and Jefferson County Air Board
GRANTEE: United States of America
INSTRUMENT: Civil No. 7313-A

2. LEASES AND MISCELLANEOUS

1. No institutional controls or engineering controls were found of record.

3. LIMITATION

This report was prepared for the use of Environmental Data Resources, Inc., and Geo Consultants LLC, exclusively. This report is neither a guarantee of title, a commitment to insure, or a policy of title insurance. NETR- Real Estate Research & Information does not guarantee nor include any warranty of any kind whether expressed or implied, about the validity of all information included in this report since this information is retrieved as it is recorded from the various agencies that make it available. The total liability is limited to the fee paid for this report.

USA
Ky 046

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF KENTUCKY
AT LOUISVILLE

C. ATTORNEY
U.S. ATTY
MAR 13
NOV 5 58 PM '79
WESTERN DISTRICT
KENTUCKY

7313-A

UNITED STATES OF AMERICA

PLAINTIFF

vs.

AGREED JUDGMENT

THE RIGHT TO USE AND OCCUPY
12.16 ACRES OF LAND, ETC.

DEFENDANTS

The Plaintiff, United States of America, by counsel, and the Defendant, Louisville and Jefferson County Air Board, by counsel, having consented without trial or adjudication of any issue of fact or law herein, including the issue of just compensation, to the entry of this judgment, and the Court being otherwise sufficiently advised,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. The Defendant, Louisville and Jefferson County Air Board, was the owner in fee simple of Tract No. 100 immediately prior to the filing of the Amended Declaration of Taking on March 26, 1976, and Amended Complaint in Condemnation, and immediately thereafter and now the United States of America is the owner of said tract in fee, said tract containing 11.290 acres, more or less.

2. The sum of six hundred, sixty-eight thousand, seven hundred and fifty dollars (\$668,750.00), inclusive of interest, is just compensation and full satisfaction to said Defendant for the taking by the United States of a leasehold interest in Tract 100 of a term for years beginning June 30, 1972 and ending March 26, 1976, and for the taking by the United States of fee simple title to said Tract 100 as of March 26, 1976.

3. The United States shall cause to be deposited into the

registry of the Court with respect to said tract, the deficiency sum of two hundred, fifty-one thousand, six hundred and twenty dollars (\$251,620).

4. Defendant, Louisville and Jefferson County Air Board is a body politic and corporate under the laws of Kentucky, its property being exempt from tax by virtue of the provisions of KRS 183.138; said Defendant was, immediately prior to the filing of the Amended Declaration of Taking and Amended Complaint in Condemnation, the sole entity having any interest in, or claim against, said Tract 100, other than easements for public roads and highways, public utilities, railroads, pipelines, if any.

IT IS FURTHER ORDERED AND ADJUDGED that the deficiency sum of two hundred, fifty-one thousand, six hundred and twenty dollars (\$251,620), when deposited in the registry of this Court is due solely to Defendant, Louisville and Jefferson County Air Board, and is subject to withdrawal by it from the registry of this Court upon motion.

Dated this 17 day of March, 1979.

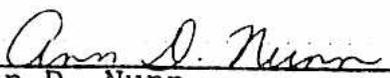


JUDGE, UNITED STATES DISTRICT COURT

AGREED TO BY:

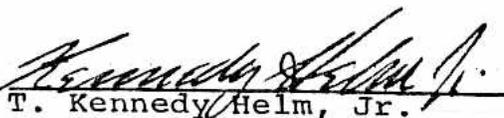
UNITED STATES OF AMERICA

ALBERT JONES
UNITED STATES ATTORNEY

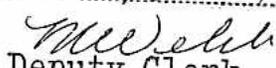


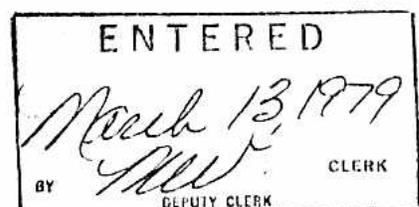
Ann D. Nunn
Assistant U.S. Attorney

LOUISVILLE AND JEFFERSON COUNTY
AIR BOARD



T. Kennedy Helm, Jr.
Counsel for Defendant

CERTIFIED
U. S. District Court
Louisville, Ky.
Date: 3-13-79
By: 
Deputy Clerk



RECORDED

ATTACHMENT TO DEED OF THE UNITED STATES OF AMERICA TO THE LOUISVILLE AND JEFFERSON COUNTY AIR BOARD PROPERTY

Situate in Jefferson County, Kentucky, and being more particularly described as follows:

BEGINNING at a point in the southern property line of a tract of land leased by the United States of America, said point being located about 270 feet southwest of the Administration Building, and about 220 feet North from the center line of the Taylorville Road, said point being distant North 58 degrees 02 minutes East 29 feet from the existing fence corner. Running thence with the lease line of the tract owned by the United States of America, and crossing the center line of the proposed sewer, North 58 degrees 02 minutes East 30 feet. Thence turning and running parallel at a distance of 10 feet to the center line of the proposed sewer, and with westerly line of the Louisville and Jefferson County Air Board lease property, South 89 degrees 33 minutes East 256.3 feet; thence South 86 degrees 10 minutes East 448.3 feet to a point; thence parallel and at a distance of 20 feet to the center line of the proposed sewer, North 80 degrees 06 minutes East 337.8 feet to a point in a driveway; thence South 86 degrees 09 minutes East 1461.2 feet; thence North 59 degrees 18 minutes East 375.8 feet to a point in a southwesterly line of the tract leased by the United States of America; thence with said lease line, and crossing the center line of the proposed sewer South 34 degrees 45 minutes East 30.1 feet to a point which is 22 feet northwest of the center line of Dutchman's Lane. Thence turning and running parallel at a distance of 10 feet to the center line of the proposed sewer, and with westerly line of the Louisville and Jefferson County Air Board lease property South 59 degrees 18 minutes West 387.3 feet; North 86 degrees 00 minutes West 1466.9 feet; South 80 degrees 06 minutes East 206.2 feet; thence South 3 degrees 20 minutes West 9.7 feet to a point 50 feet distant from the center line of the proposed sewer. Thence parallel with the proposed sewer line and running near the North line of Taylorville Road, North 85 degrees 40 minutes West 707.8 feet; thence North 35 degrees 33 minutes West 270.6 feet to the place of beginning and containing 2.14 acres, more or less.

I, OTTO C. RUTH, JR. Clerk of the County Court of
 in the State of Kentucky, do certify that on this day of
 the foregoing instrument in writing was presented to me
 and that I have recorded it, this, and the County Clerk's
 seal office.

RECORDED
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evidence its contents acknowledged, signed with acceptance of, and agreement to be bound by the terms, conditions, reservations, and restrictions set forth in this instrument, has caused these presents to be executed in its name and on its behalf by Addison W. Lee, Jr., Chairman, Louisville and Jefferson County Air Board, and its seal to be hereunto affixed, all as of the day and year first above written.

UNITED STATES OF AMERICA
Acting by and through
WAR ASSETS ADMINISTRATOR

WITNESSES:

J. P. [Signature]
Mary L. [Signature]

BY Orville Lamb
Orville Lamb
Regional Director
War Assets Administration
Louisville, Kentucky

LOUISVILLE AND JEFFERSON COUNTY AIR BOARD, Louisville, Kentucky

WITNESSES:

Phyllis [Signature]
Albert H. [Signature]

BY Addison W. Lee, Jr.
Addison W. Lee, Jr., Chairman

ADDRESS:

Roger E. Schaff
Notary

STATE OF KENTUCKY } SS
COUNTY OF JEFFERSON }

I, Phyllis [Signature], a Notary Public in and for said county, in said state, hereby certify that Orville Lamb, whose name as Regional Director for War Assets Administration, acting for the United States of America, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that being informed of the contents of the instrument, he, in his capacity as such Regional Director for War Assets Administration, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2nd day of September, 1948.

Phyllis [Signature]
Notary Public

(SEE)
My Commission Expires July 18, 1949

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the party of the second part or any subsequent transferee, whether caused by the legal inability of said party of the second part or subsequent transferee to perform any of the obligations herein set out, or otherwise, the title, right of possession and all other rights transferred by this instrument to the party of the second part, or any portion thereof, shall at the option of the party of the first part revert to the party of the first part sixty (60) days following the date upon which demand to this effect is made in writing by the Civil Aeronautics Administrator 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 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 party of the second part, its transferees, successors and assigns.

(2) That 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 merely as conditions upon the breach of which the Government may exercise its option to cause the title, right of possession and all other rights transferred to the party of the second part, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the constructions of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

IN WITNESS WHEREOF, the party of the first part, the United States of America, acting by and through the War Assets Administrator, has caused these presents to be executed in its name and on its behalf by Orville Lamb, Regional Director, War Assets Administration, Louisville, Kentucky, and the Louisville and Jefferson County Air Board, to

(5) The property transferred in paragraph (4) of this paragraph, the property transferred hereunder may be successively transferred only with the proviso that any such subsequent transferee assumes all the obligations imposed upon the party of the second part by the provisions of this instrument.

(6) That no property transferred by this instrument shall be used, leased, sold, salvaged, or disposed of by the party of the second part for other than airport purposes without the written consent of the Civil Aeronautics Administrator, which shall be granted only if said Administrator determines that the property can be used, leased, sold, salvaged or disposed of for other than airport purposes without materially and adversely affecting the development, improvement, operation or maintenance of the airport at which such property is located, provided, that no structures disposed of hereunder shall be used as an industrial plant, factory, or similar activity within the meaning of Section 23 of the Surplus Property Act of 1944, as amended, unless the party of the second part shall pay to the United States such sum as the War Assets Administrator or his successor in function shall determine to be a fair consideration for the removal of the restriction imposed by this proviso.

(7) The party of the second part does hereby release the Government, and will take whatever action may be required by the War Assets Administrator to assure the complete release of the Government from any and all liability the Government may be under for restoration or other damages under any lease or other agreement covering the use by the Government of the airport, or part thereof, owned, controlled or operated by the party of the second part, upon which adjacent to which, or in connection with which, any property transferred by this instrument was located or used, provided, that no such release shall be construed as depriving the party of the second part of any right it may otherwise have to receive reimbursement under Section 17 of the Federal Airport Act for the necessary rehabilitation or repair of public airports heretofore or hereinafter substantially damaged by any Federal Agency.

By acceptance of this instrument by the party of the second part, the party of the second part hereby agrees with the party of the first part as follows:

(8) That the party of the second part agrees to the terms, conditions, and reservations hereinafter set forth.

Aeronautics Administrator or his successor in its necessary to prevent undue interference with use of other authorized aircraft, provided, further, that the Government shall be obligated to pay for damages caused by such use, or if its use of the landing area is substantial, to contribute a reasonable share of the cost of maintaining and operating the landing area, commensurate with the use made by it.

(3) That during any national emergency declared by the President of the United States of America or the Congress thereof, 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 at which any of the property transferred by this instrument is located or used, 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 improvements to the airport made without United States aid.

(4) That no exclusive right for the use of the airport at which the property transferred by this instrument is located shall be vested (directly or indirectly) in any person or persons to the exclusion of others in the same class, the term "exclusive right" being defined to mean:

- (1) any exclusive right to use the airport for conducting any particular aeronautical activity requiring operation of aircraft;
- (2) any exclusive right to engage in the sale or supplying of aircraft, aircraft accessories, equipment, or supplies (excluding the sale of gasoline and oil), or aircraft services necessary for the operation of aircraft, (including the sale or supply of aircraft,

maintenance of the structures, facilities and equipment transferred by this instrument shall be maintained for the use and benefit of the public at all times in good and serviceable condition to assure its efficient operation, provided, however, that such maintenance shall be required as to structures, improvements, facilities and equipment only during the remainder of their estimated life, as determined by the Civil Aeronautics Administrator or his successor. 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 described premises which have outlived their use as airport property in the opinion of the Civil Aeronautics Administrator or his successor.

By the acceptance of this instrument of transfer or any rights hereunder, the said party of the second part for itself, its successors and assigns, also assumes the obligations of, covenants to abide by and agrees to, and this transfer is made subject to, the following reservations and restrictions set forth in subparagraphs (1) to (7) inclusive, of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 5, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Reorganization Plan 1, of 1947, (12 U.S.C. 4534) and applicable rules, regulations and orders:

(1) That insofar as it is within its powers, the party of the second part shall adequately clear and protect the aerial approaches to the airport by removing, lowering, relocating, marking or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

(2) That the United States of America (hereinafter sometimes referred to as the Government) through any of its employees or agents shall at all times have the right to make exclusive use of the landing area of the airport at which any of the property transferred by this instrument is located, provided, however, that such use may be limited by the Civil Aeronautics Administrator or his successor.

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States of America, dated January 12, 1942, and as modified by Supplemental Agreements thereto, including 291.05 acres, more or less of land situated in Jefferson County, State of Kentucky, which lease is designated as W-559-Eng-5732.

Said property transferred hereby was duly declared surplus and was assigned to the War Assets Administrator for disposal, acting pursuant to the provisions of the abovementioned Act, and to Reorganization Plan 1 of 1947 (12 P.R. 4534) and applicable rules, regulations and orders.

TO HAVE AND TO HOLD said premises, with appurtenances, except the fissionable materials and other property excepted above and the rights reserved above, and under and subject to the reservations, restrictions and conditions set forth in this instrument, unto the said party of the second part, its successors, and assigns forever.

By the acceptance of this instrument or any rights hereunder, the said party of the second part, for itself, its successors and assigns, agrees that the transfer of the property transferred by this instrument, is accepted subject to the following restrictions, set forth in subparagraphs (1) and (2) of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 5, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, and Reorganization Plan 1 of 1947, (12 P. R. 4534) and applicable rules, regulations and orders:

(1) That except as provided in subparagraph 6 of the next succeeding unnumbered paragraph, the land, buildings, structures, improvements and equipment in which this instrument transfers any interest, 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 of any exclusive right for use of the airport within the meaning of the term "exclusive right" as used in subparagraph 4 of the next succeeding paragraph. As used in this instrument the term "airport" shall be deemed to include at least all such land, buildings, structures, improvements, and equipment.

(2) That, except as provided in subparagraph (4) of the next succeeding paragraph, the entire landing area, as defined in WAA Regulation 16, dated June 26, 1945, and all structures, improvements, facilities and equipment located at or near in connection with the operation of

... of Old ...
 ... County ...
 ... also a part ...
 ... mentioned A. F. ...

A 300' ... with lines of the former ... now called ...

S 35° 45' E 1000 feet with the west line of New Cannon's Lane to the center of Dutchman's Lane, thence, leaving New Cannon's Lane and running

A 500' 25" W 1200' 2 feet, more or less, with the center of Dutchman's Lane to a point at the intersection of the center line of Old Cannon's Lane, said point being a corner common to the lands of the aforementioned A. F. Richer et al; thence, leaving the lands formerly owned by the Schaefer, et al and running

S 58° 56' W 620, 6 feet with the lands of the aforementioned A. F. Richer et al, and the center of Dutchman's Lane to the point of beginning containing 71.55 acres, more or less.

The foregoing described land being conveyed to the United States of America from August Friederick Richer et al, by deed dated September 9, 1942, and recorded in Deed Book 1859, page 47 of the Jefferson County records; and from the Estate of Joseph E. Schaefer, et al, by condemnation proceedings, filed in the United States District Court in and for the Western District of Kentucky, dated July 26, 1942.

Together with the following described buildings, structures and improvements which are numbered as follows:

T-30	T-51	T-608	T-515
T-31	T-52	T-505	T-516
T-32	T-53	T-606	T-517
T-33	T-54	T-607	T-518
T-34	T-55	T-608	T-520
T-35	T-56	T-609	T-521
T-36	T-57	T-610	T-522
T-47	T-58	T-611	T-537
T-48	T-59	T-612	T-540
T-49	T-60	T-613	T-575
T-50	T-61	T-614	

Together with all of the following machinery and equipment:

NOMENCLATURE	REPORTING AGENCY NO.	PAGE	LINE	QUANTITY
Brake, Bending Machine	15-020-200-040	1	1	1
Saw, Electric, Thor		1	2	1
Drill, Electric, 3/4"		1	3	1
Compressor, Air Chicago Pneum.		1	4	1
Roller, Road, Tandem		1	5	1
Tractor, Case, Farm Type		1	6	1
Tractor, Case, Farm Type		1	7	1
Pumper Pira, 500 GPM		1	8	1
Charger Battery, GE		1	9	1
Crane, Truck, 100 lbs.		1	10	1
Truck, Fire, 1500 lbs.		1	11	1
Truck, Fire, 1500 lbs.		1	12	1
Semi-Trailer, 1000 lbs.		1	13	1
Bolly Trailer, 1000 lbs.		1	14	1
Semi-Trailer, 1000 lbs.		1	15	1
Tractor, 1000 lbs.		1	16	1
Light, 1000 lbs.		1	17	1

Doc. 2132

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Delivered to
C. Rainee
Mar 15 1945

THIS INDENTURE, made this 10th day of April, 1945, between the UNITED STATES OF AMERICA, acting by and through the WAR ASSETS ADMINISTRATOR, under and pursuant to Reorganization Plan 1, of 1947, (12 F.R. 4534) and the powers and authority contained in the provisions of the Surplus Property Act of 1944, as amended, and applicable rules, regulations and orders, party of the first part, and the LOUISVILLE AND JEFFERSON COUNTY AIR BOARD, a municipal body corporate, created and existing under and by virtue of the laws of the State of Kentucky, pursuant to authority of Kentucky Revised Statutes, Sec. 133.140, party of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the assumption by the party of the second part of all the obligations and its taking subject to certain reservations, restrictions and conditions, and its covenant to abide by and agreement to certain other reservations, restrictions and conditions, all as set out hereinafter, does hereby remise, release and forever quitclaim to the party of the second part, its successors and assigns, under and subject to the reservations, restrictions and conditions, exceptions, and rights hereinafter set out, all its right, title and interest in the following described real, personal or mixed property situated in the County of Jefferson, State of Kentucky, to wit:

PARCEL NO. 1.

All that certain parcel of land located in Jefferson County, Kentucky, and being more particularly described as follows:

Beginning at a point in the center of Dutchman's Lane, which is the most southerly corner of the following described tract, said point of beginning being a corner in the northeasterly line of a tract of land conveyed to the Board of Park Commissioners of the City of Louisville, Kentucky, by deed dated May 9, 1938, and recorded in Deed Book 1347, page 95, of the Jefferson County records, also being a corner of lands formerly owned by A. F. Eicher, et al, said lands being a part of this tract; thence running

N 35° 35' W 1782 feet with the line of the A. F. Eicher et al tracts to a stone, said stone being the southeasterly corner of a tract of land conveyed by A. H. Brown to the Louisville and Jefferson County Air Board by deed dated October 2, 1941, and recorded in Deed Book 1489, page 472 of the Jefferson County records;

N 84° 30' E 1782 feet to a stone, said stone being the southeasterly corner of a tract of land conveyed by A. H. Brown to the Louisville and Jefferson County Air Board by deed dated October 2, 1941, and recorded in Deed Book 1489, page 472 of the Jefferson County records;

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to be certified to by the Clerk of this Court to the Clerk of the Jefferson County Court for record, which is hereby done.

ATTEST: John H. Alshiller
Clerk Jefferson Circuit Court
By, Joe. L. Ballard, D. C.

I, C. F. THEISEN, Clerk of the County Court of Jefferson County, in the State of Kentucky, do certify that on this day at 11:03 o'clock A.M. the foregoing deed was produced to me in my office, and that I have recorded it, this, and the foregoing certificate in my said office.

Witness my hand this 14th day of October 1940.

C. F. THEISEN, Clerk

#6
L.M.
135
S.H.
Delivered to
Grantee
NOV 15 1940

THIS DEED made this 28th day of August, 1940, by and between Herbert L. Murphy and Daisy L. Murphy, his wife, parties of the first part and Harold Smith and Nora P. Smith, his wife, of R. F. #4, Louisville, Kentucky, parties of the second part,

WITNESSETH: That for and in consideration of One (\$1.00) Dollar, cash in hand paid, the receipt of which is hereby acknowledged, and the further consideration of the assumption by said second parties, to pay off when and as the same becomes due, the unpaid portion of a mortgage in favor of the Avery Building Association, amounting to NINE HUNDRED EIGHTY TWO AND 70/100 (\$982.70) Dollars, dated June 24, 1939; recorded in Deed Book #1715, Page #149, in the office of the Clerk of the County Court of Jefferson County, Kentucky, and to secure the same a lien is hereby retained upon the following described property, provided, however, that when a proper release is made of record of said mortgage, the same shall operate as a full and complete release of the lien herein retained to secure the same, and the further consideration of one (1) note of even date herewith, payable to Leonard Walcott, Weissinger-Gaulbert Apartments, Louisville, Kentucky, for the principal sum of Five Hundred Sixty-seven and 30/100 (\$567.30) Dollars, on or before four (4) years after date, in monthly installments of Four and no/100 (\$4.00) Dollars each, the first installment being due one (1) month after date and continuing monthly thereafter until said note is due and payable in full, said note to bear interest at the rate of six per cent per annum, payable monthly, it being agreed that said installments as paid are to be applied first to interest and then to principal, and to secure the payment of said note and interest, a lien is also retained upon the following described property; the parties of the first part do hereby sell, transfer and convey unto the parties of the second part, as tenants in common for and during their joint lives, with the remainder to the survivor of them in fee simple with covenant of General Warranty, the following described property located in Jefferson County, Kentucky, to-wit:

BEING Lot #2 of #. D. Stringer's Subdivision of Tract 100 in Edgewood Subdivision, as shown by plat of record in Plat and Subdivision Book #7, Page #56, in the office of the Clerk of the County Court of Jefferson County, Kentucky;

BEING the same property conveyed to the first parties herein by deed dated March 23, 1939; recorded in Deed Book #1713, Page #308, in the office of the Clerk aforesaid.

The parties of the first part further covenant that they are lawfully seized of the property herein conveyed and that they have good right and full power to convey the same; that said property is free of all liens, taxes and encumbrances, except the liens securing the above mentioned assumption and note, 1940 taxes and all taxes assessed thereafter, which taxes and encumbrances the parties of the second part hereby agree to assume and pay.

It is agreed between the parties hereto that should the taxes, insurance, interest on said note, or any installment thereon, remain unpaid for a space of thirty days after same becomes due, then the holder, or holders, of the same may at once enforce their lien according to law, without demand or notice.

Said second parties agree to keep the improvements on said premises insured in some good and solvent insurance company in the sum of at least \$1000.00, loss, if any, payable to the holder, or holders, of said note, as their interest may appear.

It is a part of the consideration of this conveyance that this property shall not be sold, rented, or occupied by any person, or persons, of African descent, and is subject to existing restrictions and easements.

IN TESTIMONY WHEREOF, witness the signatures of the parties of the first part, this the day and year first above written.



Herbert L. Murphy
Daisy L. Murphy

STATE OF KENTUCKY
COUNTY OF JEFFERSON

by deed recorded in Deed Book 1637, Page 275, in the office of the Jefferson County Court Clerk.

And such proceedings were had in such cases that a verdict was rendered and a judgment and supplemental judgment entered assessing the damages for the taking of said land and the improvements thereon and the costs of said action in the aggregate sum of \$84,448.00, and by said supplemental judgment there was paid into Court by the Banks said sum of \$84,448.00, in the several proportions and sums set after their names as follows, respectively:

NAME	PERCENTAGE	AMOUNT
Citizens Union National Bank	34%	\$ 28,718.00
First National Bank	27%	17,734.00
Liberty National Bank & Trust Company	14%	11,823.00
The Louisville Trust Company	10%	8,445.00
Lincoln Bank & Trust Company	9%	7,600.00
Fidelity & Columbia Trust Company	5%	4,222.00
Kentucky Title Trust Company	3%	2,538.00
Security Bank	2%	1,689.00
Stock Yards Bank	1%	845.00
United States Trust Company	1%	845.00
TOTALS	100%	\$84,448.00

AND WHEREAS said supplemental judgment ordered the Commissioner to convey the five tracts of land hereinafore described to the Air Board, subject to a lien in favor of the Banks. All of which more at large appears by reference to said cause, which reference is now heremade for greater certainty.

NOW, THEREFORE, this Deed further witnesseth that the said Grantors, all by Charles T. Ray, Commissioner of Jefferson Circuit Court, do by these presents grant and convey to said Air Board, its successors and assigns, in fee simple, the five tracts of land hereinafore described, subject to a first and superior lien, created and defined as follows:

(1) The lien shall exist in favor of, and be owned by the Banks, without priority one over another, in proportion to the amounts so contributed by each of them, respectively;

(2) The lien shall exist to secure to the Banks the repayment of them of said sum of \$84,448.00 so paid into Court, together with interest thereon at the rate of 6% per annum from the date hereof to maturity, and interest thereon at the rate of 6% per annum from the maturity of the lien until paid;

(3) The lien shall mature on July 2, 1941, and if the amount so paid into Court by the Banks shall not have been repaid to them, together with interest as hereinafore provided, the lien may, at any time after July 2, 1941, be enforced by a judicial sale of the fee simple title in and to the five tracts of land hereinafore described, or so much thereof as may be necessary to raise the amount of money secured by said lien. The enforcement of said lien may be had in said Jefferson Circuit Court action No. 266,014, or in an independent action.

(4) Nothing herein contained shall be construed to create a debt against Louisville and Jefferson County Air Board, Jefferson County, or the Fiscal Court of Jefferson County, and nothing herein contained shall be construed to prevent or prohibit the Fiscal Court of Jefferson County from levying a tax, within lawful limits, for the benefit of Louisville and Jefferson County Air Board, or to prevent or prohibit Louisville and Jefferson County Air Board from applying the proceeds of any such levy to the discharge of the lien hereinafore created and defined.

IN TESTIMONY WHEREOF, the said Charles T. Ray, as Commissioner, has hereunto set his name the day and year first within written.

Examined and Approved:
14th day of October 1940
Wm. H. Field
Judge

Charles T. Ray
Commissioner of the Jefferson
Circuit Court
By, M. E. Hais
Deputy Commissioner

We hereby certify that no
stamps are required hereon
under the Revenue Act of 1932.
Lawrence S. Graham
S. P. Atty.

COMMONWEALTH OF KENTUCKY
JEFFERSON CIRCUIT COURT

At a Court held for the Court aforesaid, on the 14th day of October, 1940, came Charles T. Ray, Commissioner, and produced in Court the within and foregoing deed to Louisville and Jefferson County Air Board, et al, and executed and acknowledged the same as Commissioner for and on behalf of the grantors therein named to be their act and deed.

and said deed, being examined and approved by the Judge, is ordered

418

Witness my hand this 14th day of October 1940.

C. F. THEISEN, Clerk

By, John T. Wiley, D. C.

725
L.H.
R.C.
E.S.
Delivered to
Grantee
NOV 18 1940

THIS DEED made this 14th day of October, 1940, by and between Louise Marshall, Fidelity & Columbia Trust Company, Trustees for Richard V. Marshall and Helen C. Marshall under Deed of Trust recorded in Deed Book 1201, Page 431, Jefferson County Court Clerk's Office, Richard V. Marshall, Helen C. Marshall, Sallie Ewing Deaker, Nicholas H. Deaker, Burwell K. Marshall, Kathleen Marshall, Elizabeth M. Johnson, Lewis Y. Johnson, Louis Daibel, William Euter, John Metcoun, and Carl J. Eramor, (hereinafter called "Grantors"), all by Charles T. Ray, Commissioner of the Jefferson Circuit Court; Citizens Union National Bank, First National Bank, Liberty National Bank & Trust Company, The Louisville Trust Company, Lincoln Bank & Trust Company, Fidelity & Columbia Trust Company, Kentucky Title Trust Company, Security Bank, Stock Yards Bank, and United States Trust Company (hereinafter sometimes called the "Banks"); and Louisville and Jefferson County Air Board (hereinafter called "Air Board");

WITNESSETH:

August

That whereas on the 17th day of September, 1940, said Air Board instituted its action against Grantors, No. 286,014, Jefferson Circuit Court, and whereas on the 20th day of September, 1940, Grantors filed their answers, and certain proceedings were had and orders made, and among others it was sought to condemn the five tracts of land situated in Jefferson County, Kentucky, more particularly described as follows:

Tract #1. "BEGINNING at a point in the center line of Cannons Lane North 33-3/4 degrees 1848 feet from the Southwest corner of the 139 acre tract allotted to Mrs. Elizabeth Marshall under will of R. S. Veach; thence with the center line of Cannons Lane North 33-3/4 degrees West 624 feet; thence North 59 degrees and 25 minutes East 1398-1/2 feet to a line common to the 139 acre tract and the 162.917 acre tract mentioned in the will of R. S. Veach; thence parallel with said common line South 33-3/4 degrees East 624 feet; thence South 59 degrees and 25 minutes West 1398-1/2 feet to the beginning, containing 20 acres, being the same property conveyed to said Louise Marshall by deed recorded in Deed Book 1637, Page 275 in the office of the Jefferson County Court Clerk."

Tract #2. "BEGINNING at a point in the center line of Cannons Lane North 33-3/4 degrees West 1872 feet from the Southwest corner of the 139 acre tract allotted to Mrs. Elizabeth Marshall under the will of R. S. Veach; thence with the center line of Cannons Lane North 33-3/4 degrees West 624 feet; thence North 59 degrees and 25 minutes East 1398-1/2 feet to a line common to the 139 acre tract and the 162.917 acre tract mentioned in the will of R. S. Veach; thence parallel with said common line South 33-3/4 degrees East 624 feet; thence South 59 degrees and 25 minutes West 1398-1/2 feet to the beginning, containing 20 acres, being the same property conveyed to said Richard V. Marshall and Helen C. Marshall by deed recorded in Deed Book 1637, Page 275, in the office of the Jefferson County Court Clerk."

Tract #3. "BEGINNING at a point in the center line of Cannons Lane North 33-3/4 degrees West 2425 feet from the Southwest corner of the 139 acre tract allotted to Mrs. Elizabeth Marshall under the will of R. S. Veach; thence with the center line of Cannons Lane North 33-3/4 degrees West 624 feet; thence North 59 degrees and 25 minutes East 1398-1/2 feet to a line common to the 139 acre tract and the 162.917 acre tract mentioned in the will of R. S. Veach; thence parallel with said common line South 33-3/4 degrees East 624 feet; thence South 59 degrees and 25 minutes West 1398-1/2 feet to the beginning, containing 20 acres, being the same property conveyed to Sallie Ewing Deaker by deed recorded in Deed Book 1637, page 277, in the office of the Jefferson County Court Clerk."

Tract #4. "BEGINNING at a point in the center line of Cannons Lane North 33-3/4 degree West 3120 feet from the Southwest corner of the 139 acre tract allotted to Mrs. Elizabeth Marshall under the will of R. S. Veach; thence with the center line of Cannons Lane North 33-3/4 degrees West 624 feet; thence North 59 degrees and 25 minutes East 1398-1/2 feet to a line common to the 139 acre tract and the 162.917 acre tract mentioned in the will of R. S. Veach; thence parallel with said common line South 33-3/4 degrees East 624 feet; thence South 59 degrees and 25 minutes West 1398-1/2 feet to the beginning, containing 20 acres, being the same property conveyed to said Burwell K. Marshall by deed recorded in Deed Book 1637, Page 275, in the office of the Jefferson County Court Clerk."

Tract #5. "BEGINNING at a point in the center line of Cannons Lane North 33-3/4 degrees West 3744 feet from the Southwest corner of the 139 acre tract allotted to Mrs. Elizabeth Marshall under the will of R. S. Veach; thence with the center line of Cannons Lane North 33-3/4 degrees West 540 feet to the Northwest corner of the aforesaid 139 acre tract; thence North 57 degrees and 20 minutes East 405 feet to the center of the Sinking Fork of Beargrass Creek; thence with the center of said Creek with its meanders as follows: North 32-1/2 degrees East 692 feet North 50-1/2 degrees East 76 feet, South 74-1/3 degrees East 144 feet, South 36-1/4 degrees East 263 feet, North 82 degrees and 20 minutes East 100 feet, North 56 degrees and 40 minutes East 73 feet to a point in the center line of Beargrass Creek, common to the 139 acre tract and the 162.917 acre tract mentioned in the will of R. S. Veach; thence with the line common to the two aforesaid tracts South 33-3/4 degrees East 624 feet; thence South 59 degrees and 25 minutes West 1398-1/2 feet to the beginning, containing 20 acres, being the same property conveyed to said Elizabeth M. Johnson

The EDR Environmental LienSearch™ Report

3600 Century Division Way
Louisville, KY 40205
NREIS# D7-4665

Project Number: 1847659.7S

February 5, 2007



EDR® Environmental
Data Resources Inc



The Standard in Environmental Risk Information

440 Wheelers Farm Road
Milford, Connecticut 06461

Nationwide Customer Service

Telephone: 1-800-352-0050
Fax: 1-800-231-6802
Internet: www.edrnet.com

EDR Environmental LienSearch™ Report

The EDR Environmental LienSearch Report includes results from a search of available current land title records for environmental cleanup liens and other activity and use limitations, such as engineering controls and institutional controls.

A network of professional, trained researchers follows established procedures to:

- search for parcel information, legal description, and ownership based on client supplied address information;
- research indexes and title repositories;
- obtain a copy of the deed;
- search for environmental encumbering instrument(s) associated with the deed;
- provide a copy of any environmental encumbrance(s) based upon a review of key words in the instrument (title, parties involved, and description); and
- provide a copy of the deed.

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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TARGET PROPERTY INFORMATION

ADDRESS

US ARMY RESERVE CENTER MG BENJAMIN J. BUTLER
3600 CENTURY DIVISION WAY
LOUISVILLE, KY 40205

RESEARCH SOURCE

Sources: Jefferson County Clerk's Office

DEED INFORMATION

Type of Deed: WD QCD Other DEED

Title is vested in: COMMONWEALTH OF KENTUCKY FOR THE USE AND BENEFIT OF THE
 DEPARTMENT OF TRANSPORTATION, BUREAU OF HIGHWAYS

Title received from: THE LOUISVILLE AND JEFFERSON COUNTY AIR BOARD

Deed Dated: 04/19/1977
Deed Recorded: 05/05/1977
Book: 4929
Page: 277

LEGAL DESCRIPTION

SEE ATTACHMENT EXHIBIT A

Assessor's Parcel Number: 14-082B-0027-0000

ENVIRONMENTAL LIEN

Environmental Lien: Found Not Found

If yes:

1st Party:

2nd Party:

Dated:
Recorded:
Book:
Page:
Comments:

OTHER ACTIVITY AND USE LIMITATIONS (AULs)

Other AUL's: Found Not Found

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EXHIBIT A

I. SITUATED IN JEFFERSON COUNTY, KENTUCKY, DESCRIBED AS FOLLOWS:

TRACT 1: BEGINNING AT A POINT IN THE SOUTHWEST PROPERTY CORNER OF PARCEL NO. 2, SAID POINT BEING 32.17 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 85 + 76.84; THENCE WITH THE WEST PROPERTY LINE NORTH 30°23'13" WEST, 5.83 FEET TO A POINT IN THE RIGHT OF WAY LINE OF PROPOSED DUTCHMANS LANE, SAID POINT BEING 38.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 85 + 76.84; THENCE WITH THE PROPOSED RIGHT OF WAY NORTH 59°36'47" EAST, 323.16 FEET TO A POINT, SAID POINT BEING 38.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 89 + 00.00; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY LINE NORTH 30°23'13" WEST, 7.00 FEET TO A POINT, SAID POINT BEING 45.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 89.00; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY NORTH 59°36'47" EAST, 90.36 FEET TO A POINT, SAID POINT BEING 45.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 89 + 90.36; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY ON AN ARC, TO THE RIGHT, OF RADIUS 7,684.44 FEET A DISTANCE OF 223.53 FEET TO A POINT, SAID POINT BEING 45.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 92 + 12.58; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY NORTH 61°16'47" EAST, 77.42 FEET TO A POINT, SAID POINT BEING 45.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 92 + 90.00; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY NORTH 28°43'13" WEST, 15.00 FEET TO A POINT, SAID POINT BEING 60.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 92 + 90.00; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY NORTH 61°16'47" EAST, 70.00 FEET TO A POINT, SAID POINT BEING 60.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 93 + 60.00; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY NORTH 28°43'13" WEST, 14.00 FEET TO A POINT, SAID POINT BEING 74.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 93 + 60.00; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY NORTH 61°16'47" EAST, 75.00 FEET TO A POINT, SAID POINT BEING 74.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 94 + 35.00; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY SOUTH 72°54'48" EAST, 50.21 FEET TO A POINT, SAID POINT BEING 38.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 94 + 70.00; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY NORTH 61°16'47" EAST, 838.06 FEET TO A POINT, SAID POINT BEING 38.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 103 + 08.03; THENCE SOUTH 28°43'13" EAST, 25.83 FEET TO A POINT, SAID POINT BEING 12.16 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 103 + 08.06; THENCE SOUTH 61°26'11" WEST 1,731.96 FEET TO THE POINT OF BEGINNING.

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THE ABOVE DESCRIBED TRACT CONTAINS 1.015 ACRES, MORE OR LESS.

TRACT 2: BEGINNING AT A POINT IN THE EXISTING RIGHT OF WAY, SAID POINT BEING 21.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 112 + 70.73; THENCE SOUTH 58°23'40" WEST, 17.00 FEET TO A POINT IN THE RIGHT OF WAY PROPOSED CANNONS LANE, SAID POINT BEING 38.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 112 + 70.68; THENCE WITH THE PROPOSED RIGHT OF WAY NORTH 31°26'13" WEST, 429.32 FEET TO A POINT, SAID POINT BEING 38.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 117 + 00.00; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY NORTH 76°26'13" WEST, 42.43 FEET TO A POINT, SAID POINT BEING 68.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 117 + 30.00; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY NORTH 31°26'13" WEST, 50.00 FEET TO A POINT, SAID POINT BEING 68.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 117 + 80.00; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY NORTH 24°52'23" EAST, 36.06 FEET TO A POINT, SAID POINT BEING 38.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 118 + 00.00; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY NORTH 31°26'13" WEST, 253.00 FEET TO A POINT, SAID POINT BEING 38.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 120 + 53.00; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY NORTH 80°31'21" WEST 39.70 FEET TO A POINT, SAID POINT BEING 68.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 120 + 79.00; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY NORTH 31°26'13" WEST, 48.00 FEET TO A POINT, SAID POINT BEING 68.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 121 + 27.00; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY NORTH 9°28'39" EAST, 39.70 FEET TO A POINT, SAID POINT BEING 42.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 121 + 57.00; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY NORTH 31°26'13" WEST, 34.37 FEET TO A POINT, SAID POINT BEING 42.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 121 + 91.37; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY ON AN ARC, TO THE LEFT, OF RADIUS 7,597.44 FEET, A DISTANCE OF 217.83 FEET TO A POINT, SAID POINT BEING 42.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 124 + 10.41; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY NORTH 33°04'47" WEST, 174.59 FEET TO A POINT, SAID BEING 42.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 125 + 85.00; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY NORTH 79°12'11" WEST, 36.09 FEET TO A POINT BEING 68.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 126 + 10.00; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY NORTH 33°04'47" WEST, 45.00 FEET TO A POINT, SAID POINT BEING 68.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 126 + 55.00; THENCE CONTINUING WITH THE PROPOSED

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RIGHT OF WAY NORTH 07°50'05" EAST, 39.70 FEET TO A POINT, SAID POINT BEING 42.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 126 + 85; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY NORTH 33°04'47" WEST, 426.90 FEET TO A POINT, SAID POINT BEING 42.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 131 + 11.90; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY ON AN ARC, TO THE RIGHT, OF RADIUS 11,501.16 FEET, A DISTANCE OF 476.96 FEET TO A POINT, SAID POINT BEING 42.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 135 + 87.12; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY NORTH 30°42'13" WEST, 13.88 FEET TO A POINT, SAID POINT BEING 42.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 136 + 00.00; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY NORTH 31°50'58" WEST, 390.06 FEET TO A POINT, SAID POINT BEING 48.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 139 + 00.00; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY NORTH 30°42'13" WEST, 60.00 FEET TO A POINT BEING 48.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 139 + 60.00; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY NORTH 66°57'27" WEST, 37.20 FEET TO A POINT, SAID POINT BEING 70.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 139 + 90.00; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY NORTH 30°42'13" WEST, 70.00 FEET TO A POINT, SAID POINT BEING 70.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 140 + 60.00; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY LINE NORTH 05°33'01" EAST, 37.20 FEET TO A POINT, SAID POINT BEING 48.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 140 + 90.00; THENCE CONTINUING WITH THE PROPOSAL RIGHT OF WAY LINE NORTH 30°42'13" WEST, 110.00 FEET TO A POINT IN THE EXISTING RIGHT OF WAY LINE, SAID POINT BEING 48.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 142 + 00.00; THENCE NORTH 59°17'47" EAST, 3.00 FEET TO A POINT, SAID POINT BEING 45.00 FEET LEFT OF AND OPPOSITE PROPOSAL CENTERLINE STATION 142 + 00.00; THENCE SOUTH 32°42'29" EAST, 200.12 FEET TO A POINT; SAID POINT BEING 38.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 140 + 00.00; THENCE NORTH 58°56'23" EAST, 38.73 FEET TO A POINT, SAID POINT BEING 0.73 FEET RIGHT OF AND OPPOSITE PROPOSED CENTERLINE STATION 140 + 00.24; THENCE SOUTH 31°26'13" EAST, 2,729.10 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT 2.235 ACRES, MORE OR LESS.

II. THE FOLLOWING DESCRIBED PROPERTY TO BE USED FOR HIGHWAY PURPOSES:

TRACT 2A: BEGINNING AT A POINT IN THE RIGHT OF WAY LINE OF PROPOSED DUTCHMANS LANE, SAID POINT BEING IN THE WEST PROPERTY LINE OF PARCEL NO. 2 AND 38.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE

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STATION 85 + 76.84; THENCE WITH THE WEST PROPERTY LINE NORTH 30°23'13" WEST, 12.00 FEET TO A POINT IN THE PERMANENT EASEMENT FOR RIGHT OF WAY LINE, SAID POINT BEING 50.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 85 + 76.84; THENCE WITH THE PROPOSED PERMANENT EASEMENT NORTH 59°36'47" EAST, 73.16 FEET TO A POINT, SAID POINT BEING 50.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 86 + 50.00; THENCE CONTINUING WITH THE PROPOSED PERMANENT EASEMENT LINE NORTH 58°18'18" EAST, 350.17 FEET TO A POINT, SAID POINT BEING 58.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 90 + 00.00; THENCE CONTINUING WITH THE PROPOSED PERMANENT EASEMENT LINE NORTH 58°26'10" EAST, 301.96 FEET TO A POINT, SAID POINT BEING 70.00 LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 93 + 00.00; THENCE CONTINUING WITH THE PROPOSED PERMANENT EASEMENT LINE NORTH 16°16'47" EAST, 70.71 FEET TO A POINT, SAID POINT BEING 120.00 FEET LEFT AND OPPOSITE PROPOSED CENTERLINE STATION 93 + 50.00; THENCE CONTINUING WITH THE PROPOSED PERMANENT EASEMENT LINE NORTH 61°16'47" EAST 15.00 FEET TO A POINT, SAID POINT BEING 120.00 FEET LEFT AND OPPOSITE PROPOSED CENTERLINE STATION 93 + 65.00; THENCE CONTINUING WITH THE PROPOSED PERMANENT LINE SOUTH 28°43'13" EAST, 17.00 FEET TO A POINT, SAID POINT BEING 103.00 FEET LEFT OF AND PROPOSED CENTERLINE STATION 93 + 65.00; THENCE CONTINUING WITH THE PROPOSED PERMANENT EASEMENT LINE OF NORTH 61°16'47" EAST, 65.00 FEET TO A POINT, SAID POINT BEING 103.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 94 + 30.00; THENCE CONTINUING WITH THE PROPOSED PERMANENT EASEMENT LINE SOUTH 28°43'13" EAST, 29.00 FEET TO A POINT IN THE PROPOSED RIGHT OF WAY LINE, SAID POINT BEING 74.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 94 + 30.00; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY LINE SOUTH 61°16'47" WEST, 70.00 FEET TO A POINT, SAID POINT BEING 74.00 FEET, LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 93 + 60.00; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY LINE SOUTH 28°43'13" EAST, 14.00 FEET TO A POINT, SAID POINT BEING 60.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 93 + 60.00; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY LINE SOUTH 61°16'47" WEST, 70.00 FEET TO A POINT, SAID POINT BEING 60.00 FEET OF LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 92 + 90.00; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY LINE SOUTH 28°43'13" EAST, 15.00 TO A POINT, SAID POINT BEING 45.00 FEET LEFT OF OPPOSITE PROPOSED CENTERLINE STATION 92 + 90.00; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY LINE SOUTH 61°16'47" WEST, 77.42 FEET TO A POINT, SAID POINT BEING 45.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 92 + 12.58; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY ON AN ARC, TO THE LEFT, OF RADIUS

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7,684.44 FEET A DISTANCE OF 223.53 FEET TO A POINT, SAID POINT BEING 45.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 89 + 90.36; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY LINE SOUTH 59°36'47" WEST, 90.36 FEET TO A POINT, SAID POINT BEING 45.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 89 + 00.00; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY LINE SOUTH 30°23'13" EAST, 7.00 FEET TO A POINT, SAID POINT BEING 33.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 89 + 00.00; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY LINE SOUTH 59°36'7" WEST, 323.16 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 0.358 ACRES, MORE OR LESS.

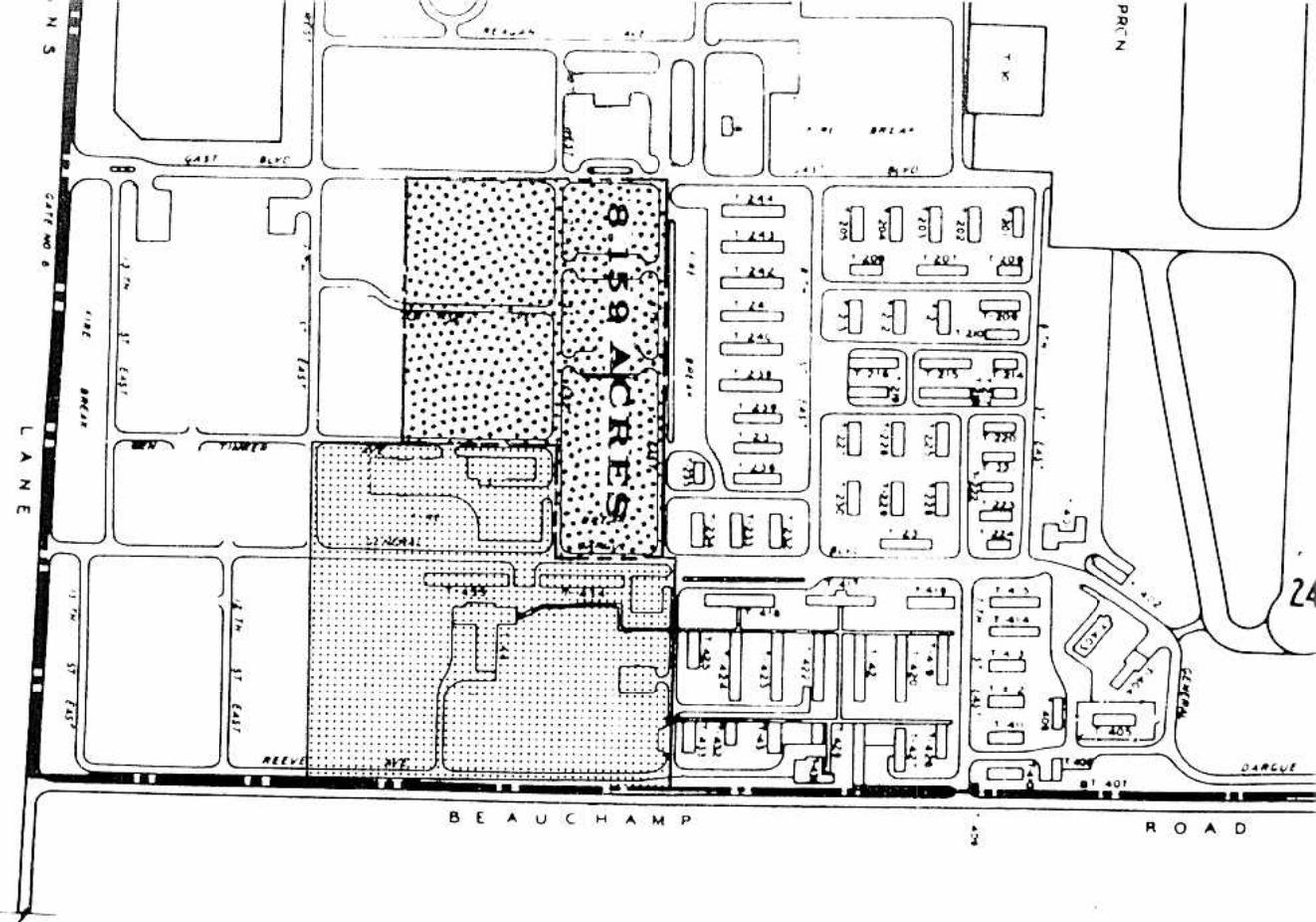
TRACT 2B: BEGINNING AT A POINT IN THE RIGHT OF WAY LINE OF PROPOSAL DUTCHMANS LANE, SAID POINT BEING 53.00 LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 94 + 55.42; THENCE WITH THE PROPOSED PERMANENT EASEMENT NORTH 61°16'47" EAST, 344.58 FEET TO A POINT, SAID POINT BEING 53.00 LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 98 + 00.00; THENCE CONTINUING WITH THE PROPOSED PERMANENT EASEMENT LINE NORTH 58°25'02" EAST, 200.25 FEET TO A POINT, SAID POINT 63.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 100 + 00.00; THENCE CONTINUING WITH THE PROPOSED PERMANENT EASEMENTS LINE NORTH 61°16'47" EAST, 50.00 FEET TO A POINT, SAID POINT BEING 63.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 100 + 50.00; THENCE CONTINUING WITH THE PROPOSED PERMANENT EASEMENT LINE NORTH 72°35'23" EAST, 50.99 FEET TO A POINT, SAID POINT BEING 53.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 101 + 00.00; THENCE CONTINUING WITH THE PROPOSED PERMANENT EASEMENT LINE NORTH 61°16'47" EAST, 135.00 FEET TO A POINT, SAID POINT BEING 53.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 102 + 35.00; THENCE CONTINUING WITH THE PROPOSED PERMANENT EASEMENT LINE NORTH 28°43'13" WEST, 37.00 FEET TO A POINT, SAID POINT BEING 90.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 102 + 35.00; THENCE CONTINUING WITH THE PROPOSED PERMANENT EASEMENT LINE NORTH 61°16'47" EAST, 43.00 FEET TO A POINT, SAID POINT BEING 90.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 102 + 78.00; THENCE CONTINUING WITH THE PROPOSED PERMANENT EASEMENT LINE NORTH 76°48'14" EAST, 31.20 FEET TO A POINT IN AN EASTERLY PROPERTY LINE OF PARCEL NO. 2, SAID POINT BEING 81.65 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 103 + 08.06; THENCE WITH SAID PROPERTY LINE SOUTH 28°43'13" EAST, 43.65 FEET TO A POINT IN THE PROPOSED RIGHT OF WAY LINE, SAID POINT BEING 38.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 103 + 08.06; THENCE WITH THE PROPOSED RIGHT OF WAY LINE OF SOUTH 61°16'47" WEST, 838.06 FEET TO A POINT, SAID

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POINT BEING 38.00 FEET LEFT OF AND OPPOSITE PROPOSED CENTERLINE STATION 94 + 70.00; THENCE CONTINUING WITH THE PROPOSED RIGHT OF WAY LINE NORTH 72°54'48" WEST, 20.918 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 0.390 ACRES, MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED FROM THE LOUISVILLE AND JEFFERSON COUNTY AIR BOARD TO THE COMMONWEALTH OF KENTUCKY FOR THE USE AND BENEFIT OF THE DEPARTMENT OF TRANSPORTATION, BUREAU OF HIGHWAYS BY DEED RECORDED 5/5/77, IN BOOK 4929, PAGE 277 IN THE REGISTERS OFFICE OF JEFFERSON COUNTY, KENTUCKY.



LEGEND

-  LAND ACQUIRED BY U.S. GOVERNMENT FOR NON-DIVISIONAL ARC
-  LAND LEASED TO FEDERAL GOVERNMENT FOR 100TH DIVISION ARMORY

REAL ESTATE PLANNING MAP
BOWMAN FIELD
 LOUISVILLE, KENTUCKY

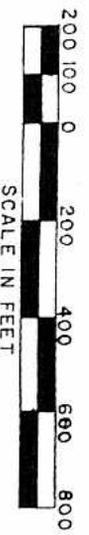
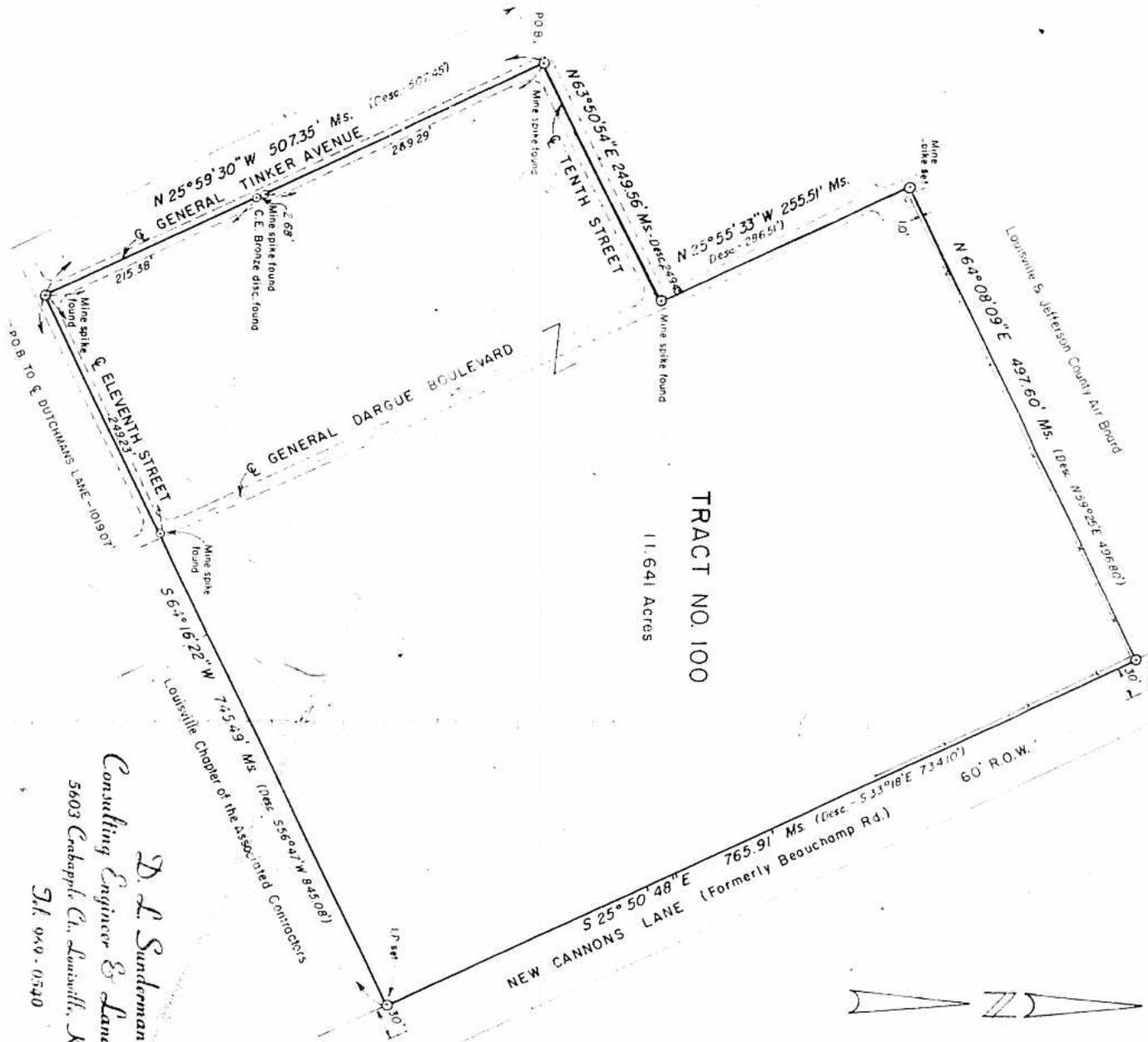
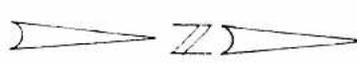


EXHIBIT "B"



TRACT NO. 100
11.641 ACRES



NOTE:
Bearings are referenced to G of General Tinker Ave. given as S 25° 59' 30" E on plat for Tracts 100 and 101, by DACE, Louisville Dist., Reel Esig. 514 and dated 6 April 1970.

D. L. Sunderman
Consulting Engineer & Land Surveyor
5603 Crabapple Ct., Louisville, Ky. 40219
G.L. 949 - 0540

SURVEYOR'S CERTIFICATE
I hereby certify that the survey was made under my supervision and that the angular and linear measurements shown therein are correct to the best of my knowledge and belief.

D. L. Sunderman
Land Surveyor
Kentucky Registration No. 187



PLAT OF TRACT NO. 100
BOWMAN FIELD, U.S. ARMY RESERVE CENTER,
Louisville, Kentucky
FOR Department of the Army, Corps of Engineers,
Ohio - Kentucky Project Office, P.O. Box 1866
Louisville, Kentucky

DATE: 1 NOV 1972 SCALE: 1" = 100' DWG No. 811