



COUNTY OF FRANKLIN
RECORDER OF DEEDS
Linda Miller, Recorder
Courthouse 157 Lincoln Way East
Chambersburg, PA 17201
Phone: (717) 261-3872

* RETURN DOCUMENT TO:
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Instrument Number - 201017457

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* Instrument Type - DEED

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* Grantor - UNITED STATES OF AMERICA

* Grantee - LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY

* FEES

STATE WRIT TAX	\$0.50
STATE JCS/ACCESS TO JUSTICE	\$23.50
COUNTY RECORDING FEE	\$38.00
AFFORDABLE HOUSING	\$11.05
AFFORDABLE HOUSING	\$1.95
COUNTY IMPROVEMENT FEE	\$2.00
ROAD IMPROVEMENT FEE	\$3.00
CHAMBERSBURG AREA SCHOOL	\$0.00
DIST REAL TAX	
GREENE TOWNSHIP	\$0.00
TOTAL PAID	\$80.00

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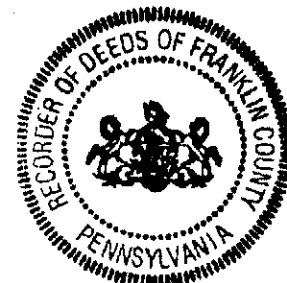
DO NOT DETACH

This page is now part
of this legal document.

I hereby CERTIFY that this document is
recorded in the Recorder of Deeds Office
of Franklin County, Pennsylvania.

Linda Miller

Linda Miller
Recorder of Deeds



* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.

This deed was reviewed by
Raymond O. Schlee, Attorney
U.S. Army Corps of Engineers
Baltimore District
P.O. Box 1715
Baltimore, Maryland 21203

**QUITCLAIM DEED
LETTERKENNY ARMY DEPOT
FRANKLIN COUNTY, PENNSYLVANIA
PARCEL NUMBERS 4-92 and 4-93**

THIS QUITCLAIM DEED, by and between the UNITED STATES OF AMERICA (hereinafter referred to as the "GRANTOR"), acting by and through the Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, pursuant to delegations of authority from the Secretary of the Army, pursuant to powers and authorities contained in the provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (63 Stat. 377), 40 U.S.C. § 101, et seq., as amended, and section 2905(b) of the Defense Base Closure and Realignment Act of 1990 (part A of title xxix of Public Law No. 101-510; 10 U.S.C. § 2687 note), as amended, whose mailing address is C/O Commander and District Engineer, United States Army Corps of Engineers, Baltimore District, ATTN: NAB-RE-M, P.O. Box 1715, Baltimore, MD 21203-1715 and the LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY (hereinafter the "GRANTEE"), a body corporate and politic, existing under the laws of the Commonwealth of Pennsylvania, and having its principal place of business at 5540 Coffey Avenue, Chambersburg, Pennsylvania 17201;

WITNESSETH THAT:

THE GRANTOR, for and in consideration of ONE DOLLAR (\$1.00) cash in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM unto the GRANTEE, its successors and assigns, all right, title, and interest of the GRANTOR in and to all those certain parcels of land designated as 4-92 and 4-93, situate, lying and being in the County of Franklin, in the Commonwealth of Pennsylvania, containing approximately 61.4 acres in total, as more particularly described in Exhibit A-1 and shown on Exhibit A-2, both of which are attached hereto and made a part hereof (hereinafter referred to as the "Property"), subject to the reservations, covenants, conditions and restrictions hereinafter set forth;

RESERVING unto the GRANTOR a non-exclusive perpetual and assignable easement and right-of-way in, on, over and across Tract 421E as described in Exhibit B-1 and depicted on Exhibit B-2 to use any railroad facilities located thereon; together with the right to construct, operate and maintain exterior lighting and fencing; provided, however, that the GRANTOR's right to use said railroad facilities shall have priority during periods of mobilization and as required in the interest of national defense; and provided further that in the event that the said facilities are not kept in good order and repair, the GRANTOR may, after providing the Grantee

notice and a reasonable opportunity to remedy such situation, make such repairs as are necessary to restore the facilities to a condition of good order and repair, and the GRANTEE hereby covenants for itself, its successors, and assigns that it shall reimburse the GRANTOR for the portion of the cost of such repairs attributable to non-GRANTOR use;

TO HAVE AND TO HOLD the Property granted herein to the GRANTEE and its successors and assigns, together with all and singular the appurtenances, rights, powers and privileges thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the GRANTOR, either in law or in equity, and subject to the reservations, covenants, conditions and restrictions set forth in this Deed;

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the GRANTEE, by its acceptance of this Deed and as part of the consideration for the conveyance made herein, covenants and agrees for itself, its successors and assigns, forever, that this Deed is made and accepted upon each of the following covenants, conditions and restrictions which shall be binding upon and enforceable against the GRANTEE, its successors and assigns in perpetuity by the GRANTOR and other interested parties as may be allowed by law; that the covenants, conditions and restrictions set forth herein are a binding servitude on the Property and shall be deemed to run with the land in perpetuity; and that the failure to include the covenants, conditions and restrictions in subsequent conveyances does not abrogate the status of the covenants, conditions and restrictions as binding upon the GRANTOR and the GRANTEE, its successors and assigns:

1. Covenant and Access Rights Pursuant to Section 120(h)(4)(D) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980

For Parcel 4-92 of the Property, the GRANTOR provides the following covenant and retains the following access rights:

Pursuant to section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i)), the GRANTOR warrants that any response action or corrective action found to be necessary after the date of this Deed for contamination existing on the Property prior to the date of this Deed shall be conducted by the GRANTOR.

Pursuant to Section 120(h)(4)(D)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(ii)), the GRANTOR retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which an environmental response or corrective action is found to be necessary on the part of the GRANTOR, without regard to whether such environmental response or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the GRANTOR to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and

right of access shall be binding on the GRANTEE and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the GRANTOR shall provide the GRANTEE or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The GRANTOR shall use reasonable means to avoid and to minimize interference with the GRANTEE's and the GRANTEE's successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the GRANTOR. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the GRANTOR.

In exercising such easement and right of access, neither the GRANTEE nor its successors and assigns, as the case may be, shall have any claim at law or equity against the GRANTOR or any officer, employee, agent, contractor of any tier, or servant of the GRANTOR based on actions taken by the GRANTOR or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the GRANTEE and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

2. Notice, Description, Access Rights, and Covenant Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980

For Parcel 4-93 of the Property, the GRANTOR provides the following notice, description, and covenant and retains the following access rights:

Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, as defined in section 120(h), is provided in Exhibit C, attached hereto and made a part hereof.

Pursuant to section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the Property is provided in Exhibit C, attached hereto and made a part hereof.

Pursuant to section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)), the GRANTOR warrants that all remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining

on the property has been taken before the date of this deed, and any additional remedial action found to be necessary after the date of this deed shall be conducted by the GRANTOR.

Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)), the GRANTOR retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a remedial action or corrective action is found to be necessary on the part of the GRANTOR, without regard to whether such remedial action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the GRANTOR to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the GRANTEE and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the GRANTOR shall provide the GRANTEE or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The GRANTOR shall use reasonable means to avoid and to minimize interference with the GRANTEE's and the GRANTEE's successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the GRANTOR. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the GRANTOR.

In exercising such easement and right of access, neither the GRANTEE nor its successors and assigns, as the case may be, shall have any claim at law or equity against the GRANTOR or any officer or employee of the GRANTOR based on actions taken by the GRANTOR or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the GRANTEE and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

3. "As Is" Condition of Property

The GRANTEE acknowledges that it has inspected, or has had the opportunity to inspect, the Property and accepts the condition and state of repair of the Property. The GRANTEE understands and agrees that the Property is offered "as is" without any representation, warranty, or guaranty by the GRANTOR as to quantity, quality, title, character, condition, size, or kind, or that the same is in a suitable condition or fit to be used for the purposes intended by the GRANTEE, and no claim for allowance or deduction upon such grounds will be considered.

No warranties, either expressed or implied, are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of the Property including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the GRANTEE to inspect or to exercise due diligence to be fully informed as to the condition of the Property will not constitute grounds for any claim or demand against the GRANTOR.

Nothing in this "As Is" provision shall be construed to modify or negate the GRANTOR's obligation under the "Covenant and Access Rights Pursuant to Section 120(h)(4)(D) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980" or the "Notice, Description, Access Rights, and Covenant Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980" or any other statutory or regulatory obligations.

4. Hold Harmless

To the extent authorized by law, the GRANTEE, for itself, its successors and assigns, covenants and agrees to indemnify and hold harmless the GRANTOR, its officers, agents, and employees from any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the covenants, conditions and restrictions contained in this Deed by the GRANTEE, its successors and assigns, and any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure after the date of this Deed to asbestos, lead-based paint on any portion of the Property.

The GRANTEE, for itself, its successors and assigns, covenants and agrees that the GRANTOR shall not be responsible for any costs associated with modification or termination of the covenants, conditions and restrictions in this Deed including, without limitation, any costs associated with additional investigation or remediation of asbestos or lead-based paint.

Nothing in this "Hold Harmless" provision shall be construed to modify or negate the GRANTOR's obligation under the "Covenant and Access Rights Pursuant to Section 120(h)(4)(D) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980" or the "Notice, Description, Access Rights, and Covenant Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980" or any other statutory or regulatory obligations.

5. Post-Transfer Discovery of Contamination

If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of this Deed, the GRANTEE, its successors and assigns shall be responsible for such release or threatened release of such newly discovered hazardous substance or petroleum product unless the GRANTEE, its successors or assigns is able to demonstrate that such release or threatened release of such newly discovered hazardous substance or petroleum product was due to the GRANTOR's activities, use, or ownership of the Property. If the GRANTEE, its successors and assigns believe the newly discovered hazardous

substance or petroleum product is due to the GRANTOR's activities, use or ownership of the Property, the GRANTEE, its successors or assigns shall immediately secure the site and notify the GRANTOR of the existence of the hazardous substance or petroleum product and the GRANTEE, its successors or assigns shall not further disturb or allow the disturbance of such hazardous substance or petroleum product without the written permission of the GRANTOR.

The GRANTEE, for itself, its successors and assigns, as part of the consideration for the conveyance of the Property, agrees to release the GRANTOR from any liability or responsibility for any claims arising solely out of the release or threatened release of any hazardous substance or petroleum product on the Property occurring after the date of the conveyance herein where such hazardous substance or petroleum product was placed on the Property by the GRANTEE, or its successors, assigns, employees, invitees, agents, or contractors after the date of the conveyance herein. This paragraph shall not affect the GRANTOR's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the GRANTOR's indemnification obligations under applicable laws.

6. Notice of Potential Electronic Interference

Testing by the GRANTOR of Department of Defense radar systems occurs in relatively close proximity to the Property. The GRANTOR utilizes the following radio frequency bands allocated by the National Telecommunications and Information Administration for such testing: UHF (941-1427 MNz) "L-band"; SHF (5250-5925 MHz) "C-band"; and SHF (10-12.7 GHz) "X-band". The GRANTEE is hereby informed and does acknowledge that the GRANTOR's use of the said radio frequency bands could interfere with the use of electronic equipment on the Property that operates in the said bands.

7. Non-Discrimination Covenant

The GRANTEE covenants for itself, its successors and assigns, and every successor in interest to the Property herein conveyed, or any part thereof, that the said GRANTEE and such successors and assigns shall not discriminate upon the basis of race, creed, color, religion, sex, disability, age, or national origin in the use, occupancy, sale, or lease of the Property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The GRANTOR shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property herein conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

8. Anti-Deficiency Act

The GRANTOR's obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army and nothing in this Deed shall be interpreted to require obligations or payments by the GRANTOR in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

9. No Waiver

The failure of the GRANTOR to insist in any one or more instances upon complete performance of any obligation of the Grantee, its successors or assigns required by the covenants, conditions, and restrictions set forth in this Deed shall not be construed as a waiver or a relinquishment of the Grantor's right to future performance of any such obligation of the GRANTEE or its successors or assigns required by said covenants, conditions and restrictions, and such obligations of the GRANTEE, its successors and assigns shall continue in full force and effect.

THIS QUITCLAIM DEED is not subject to 10 U.S.C. § 2662.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the GRANTOR has caused this Deed to be duly executed in its name by the Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, this 10th day of August 2010.

UNITED STATES OF AMERICA

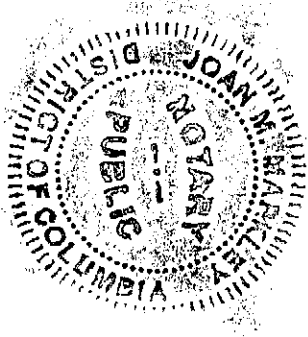
BY: *Scott L. Whiteford*
SCOTT L. WHITEFORD
Director of Real Estate
Headquarters, U.S. Army Corps of Engineers

NOTARIAL CERTIFICATE

DISTRICT OF COLUMBIA

I, Joan M. Markley, a Notary Public in and for the District of Columbia, do hereby certify that this 10th day of August, 2010, Scott L. Whiteford, Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by him for the purposes therein stated and that he had due authority to sign the document in the capacity therein stated.

In witness whereof, I hereunto set my hand and official seal.



Joan M. Markley
Notary Public

My commission expires the 14th day of October, 2010

CORPORATE CERTIFICATE

I Sharon A. Spaulding certify that I am the SECRETARY of the Letterkenny Industrial Development Authority, that CHARLES H. WATERS who signed the foregoing instrument on behalf of the corporation was then CHAIRPERSON of the corporation. I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of the corporation in executing said instrument.

Date MARCH 16, 2010

Corporate Secretary or
Appropriate Officer
(AFFIX CORPORATE SEAL)



EXHIBIT A-1

PARCEL 4-92

All that certain parcel of land being situated in Greene Township, Franklin County, Pennsylvania being more fully shown on a drawing of Letterkenny Industrial Development Authority, Phase 4 Land Transfer Plan Parcel 4-92, Drawing No. 07-97, dated September 26, 2007 by Dennis E. Black Engineering Inc. being more particularly described as follows:

Beginning at an iron pin set on line of land now or formerly of The County of Franklin (Franklin County Prison) at a corner in common with other lands of the United States of America (Letterkenny Army Depot) and this Parcel 4-92; thence along said land of The United States of America (Letterkenny Army Depot) N 57°36'05" W a distance of 420.13' to an iron pin at a corner in common with Parcel No. 4-93 on the southern line of a railroad easement; thence along said Parcel No. 4-93 and the said railroad easement N 47°48'49" E a distance of 986.91' to an iron pin; thence continuing along said Parcel No. 4-93 and the said railroad easement N 39°09'55" E a distance of 166.36' to an iron pin; thence continuing along said Parcel No. 4-93 and the said railroad easement N 47°53'20" E a distance of 905.14' to an iron pin at a corner in common with said Parcel No. 4-93 and land of The United States of America (Letterkenny Army Depot); thence continuing along said land of The United States of America (Letterkenny Army Depot) S 50°49'23" E a distance of 336.33' to an iron pin; thence continuing along land of The United States of America (Letterkenny Army Depot) S 35°34'46" E a distance of 208.76' to an iron pin set on the Phase 3 boundary and on line of Parcel No. 3-89-18 said iron pin being S 61°23'33" E 1.83' from a corner of Parcel No. 3-89-18 of Phase 3; thence along the Phase 3 boundary and Parcel No. 3-89-18 S 61°23'33" W a distance of 265.07' to an existing iron pin; thence continuing along said Parcel 3-89-18 and Parcel No. 3-89-17 of Phase 3 S 56°39'52" W a distance of 648.85' to an existing iron pin at a corner in common with Parcel No. 3-89-17; thence continuing along Parcel No. 3-89-17 S 51°56'11" W a distance of 266.91' to an existing iron pin a corner in common with Parcel No. 3-89-17; thence continuing along Parcel No. 3-89-17, crossing the cul-de-sac of Opportunity Avenue and along land of The County of Franklin (Franklin County Prison) S 42°50'15" W a distance of 809.37' to an iron pin; which is the point of beginning.

Containing 823,353 Sq. Ft. or 18.9016 Acres

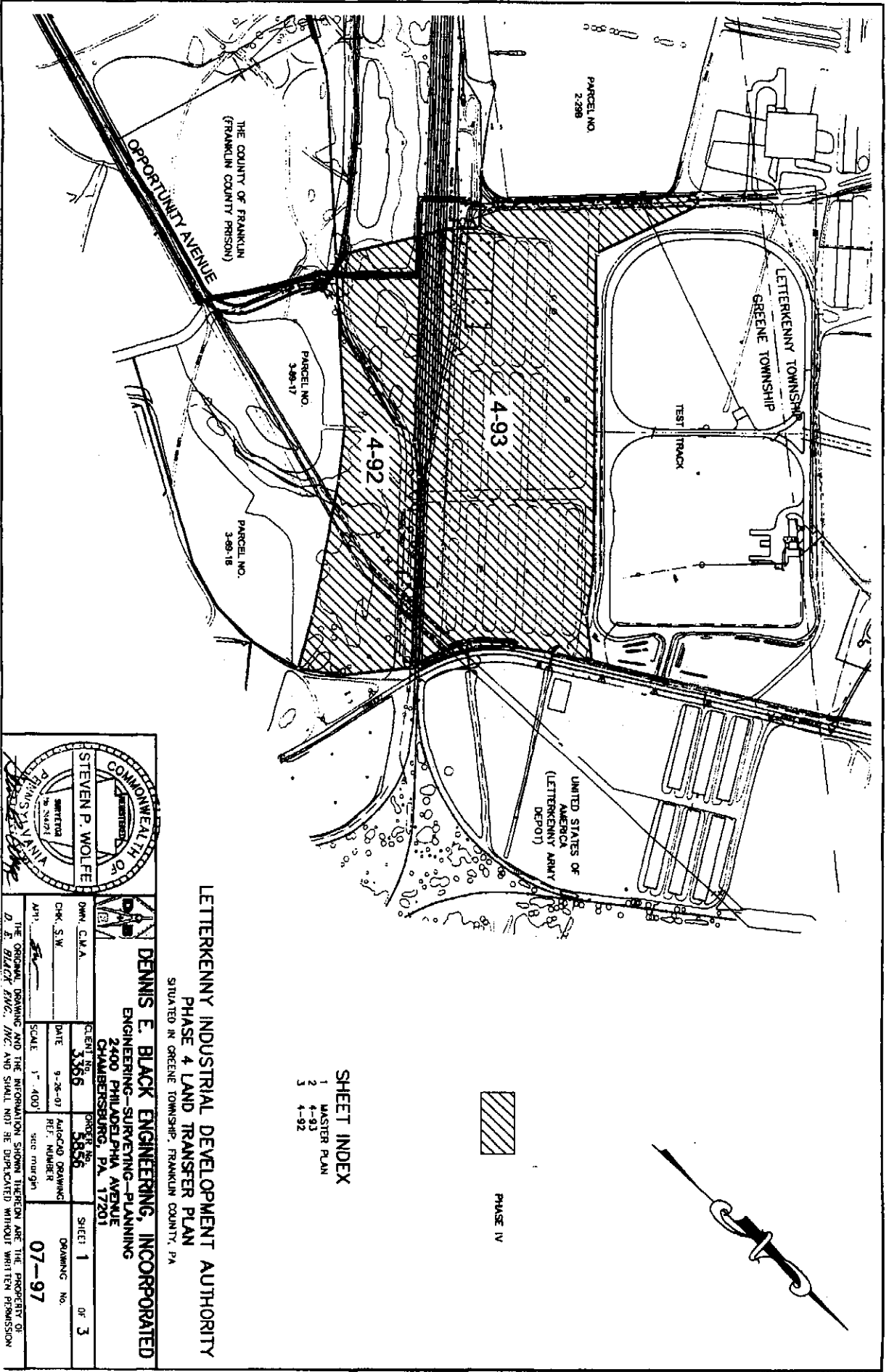
PARCEL 4-93

All that certain parcel of land being situated in Greene Township, Franklin County, Pennsylvania being more fully shown on a drawing of Letterkenny Industrial Development Authority, Phase 4 Land Transfer Plan, Parcel No. 4-93, Drawing No. 07-97, dated September 26, 2007 by Dennis E. Black Engineering Inc. being more particularly described as follows:

Beginning at an iron pin set at a corner in common with Parcel No. 94-2 on line of

lands of The United States of America (Letterkenny Army Depot) and on the southerly line of a railroad easement; thence crossing the rail road easement and continuing along said land of The United States of America (Letterkenny Army Depot) N 57°36'05" W a distance of 160.04' to an iron pin; thence continuing along said land of The United States of America (Letterkenny Army Depot) and crossing the railroad easement N 42°11'41" W a distance of 117.03' to an iron pin; thence continuing along land of The United States of America (Letterkenny Army Depot) and crossing the end of an access easement over a road bed formerly called Scale House Road S 47°47'34" W a distance of 280.36' to an iron pin at a corner in common with Parcel No. 2-29B and the Scale House Road access easement; thence continuing along Parcel No. 2-29B and the Scale House Road access easement with a curve turning to the left with an arc length of 228.60', with a radius of 145.00', with a chord bearing of N 00°34'32" W, with a chord length of 205.65' to an iron pin at a common corner with Parcel No. 2-29B, thence continuing along said Parcel No. 2-29B and the Scale House Road access easement and crossing Vehicle Road N 45°44'15" W a distance of 871.14' to an iron pin at a corner in common with other land of The United States of America (Letterkenny Army Depot); thence crossing the Scale House Road access easement along lands of the United States of America (Letterkenny Army Depot) N 44°15'45" E a distance of 49.34' to an existing concrete monument; thence continuing along land of The United States of America (Letterkenny Army Depot) S 69°38'51" E a distance of 525.08' to an existing concrete monument; thence continuing along land of The United States of America N 46°21'04" E a distance of 1517.86' to an existing concrete monument; thence continuing along the same N 54°35'47" E a distance of 207.28' to an existing concrete monument; thence continuing by the same N 39°22'21" E a distance of 225.07' to an iron pin; thence continuing by the same S 30°12'53" E a distance of 177.73' to an iron pin; thence by the same S 35°56'03" E a distance of 214.35' to an iron pin; thence by the same S 46°07'20" E a distance of 165.06' to an iron pin; thence by the same S 58°55'35" E a distance of 137.95' to an iron pin; thence by the same S 67°41'19" E a distance of 145.65' to an iron pin; thence crossing the railroad easement and continuing by the said land of The United States of America (Letterkenny Army Depot) S 50°49'23" E a distance of 40.34' to an iron pin on line of Parcel No. 4-92; thence continuing along Parcel No. 4-92 and the southerly line of the said railroad easement S 47°53'20" W a distance of 905.14' to an iron pin; thence continuing along said Parcel No 4-92 and the southerly railroad easement line S 39°09'55" W a distance of 166.36' to an iron pin; thence continuing along said Parcel No. 4-92 and the southerly railroad easement line S 47°48'49" W a distance of 986.91' to an iron pin; which is the point of beginning.

Containing 1,853,209 Sq. Ft. or 42.5438 Acres



- SHEET INDEX**
- 1 MASTER PLAN
 - 2 4-93
 - 3 4-92



PHASE IV

		<p>STEVEN P. WOLFE REGISTERED PROFESSIONAL ENGINEER No. 10127</p>	
<p>LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY PHASE 4 LAND TRANSFER PLAN</p>			
<p>SITUATED IN GREENE TOWNSHIP, FRANKLIN COUNTY, PA.</p>			
<p>DENNIS E. BLACK ENGINEERING, INCORPORATED ENGINEERING-SURVEYING-PLANNING 2400 PHILADELPHIA AVENUE CHAMBERSBURG, PA. 17201</p>			
DATE	9-28-07	DATE	9-28-07
SCALE	1" = 400'	SCALE	1" = 400'
CLIENT NO.	3566	CLIENT NO.	3566
PROJECT NO.	5856	PROJECT NO.	5856
SHEET	1	SHEET	1
OF	3	OF	3
DRAWING NO.	07-97	DRAWING NO.	07-97

EXHIBIT A-2

EXHIBIT B-1

TRACT 421E

All that certain portion of land situate in the Commonwealth of Pennsylvania, County of Franklin, Township of Greene, being a portion of Parcel 4-93, as shown on the map entitled, "Letterkenny Industrial Development Authority Phase 4 Land Transfer Plan," scale 1"=200', sheet 1 of 3, dated 9-26-07, as prepared by Dennis E. Black Engineering, Incorporated, and more particularly bounded and described as follows:

Beginning at a corner common to Parcel 4-93 and Parcel 4-92 of the Letterkenny Industrial Development Authority (LIDA) Phase 4 Land Transfer Plan, said corner being in the line of lands of Letterkenny Army Depot, owned by the United States of America, said corner having the Pennsylvania State Plane Coordinate, South Zone of North 244,170.79, East 1,997,812.58; thence running and binding to the division line between said Parcel 4-93 and Letterkenny Army Depot,

North 57°36'05" West, 160.04 feet; thence,
North 42°11'41" West, 28.24 feet; thence leaving said division line and crossing said Parcel 4-93 the following three courses,

North 48°42'04" East, 385.54 feet; thence,
North 55°06'10" East, 832.68 feet; thence,
North 47°47'21" East, 877.93 feet to a point in the division line between said Parcel 4-93 and Letterkenny Army Depot; thence running and binding to said division line,

South 67°41'19" East, 8.39 feet; thence,
South 50°49'23" East, 40.34 feet to another corner common to said Parcels 4-93 and 4-92; thence running and binding to the division line between said Parcels the following three courses,

South 47°53'20" West, 905.14 feet; thence,
South 39°09'55" West, 166.36 feet; thence,
South 47°48'49" West, 986.91 feet to the Point of Beginning containing 206,890 square feet or 4.75 acres, more or less.

The distances and bearings used herein are based on State Plane Grid North.

It is the intent of the foregoing description to include a portion of the same land known as Parcel 4-93 in the Phase 4 Land Transfer Plan between the United States of America and Letterkenny Industrial Development Authority.

EXHIBIT C

**Notification of Hazardous Substance Storage, Release, and/or Disposal¹
Phase IV BRAC Parcels
Letterkenny Army Depot
Chambersburg, PA**

Parcel Number	Building Number	Name of Hazardous Substance	Date of Storage/ Disposal/Release	Remedial Action
4-93	N/A (Tank Farm Storage Area)	Unknown quantities of volatile organic compounds thought to be from sludge from IWTP ²	No records of exact dates. ²	None required. See Footnote 2 for additional information.

¹ The information contained in this notice is required under the authority of regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), codified at 42 U.S.C. § 9620(h). This table provides information on the storage of hazardous substances for 1 year or more in quantities greater than or equal to 1,000 kilograms or the hazardous substance's CERCLA reportable quantity (whichever is greater.) In addition, it provides information on the known release of hazardous substances in quantities greater than or equal to the quantities referenced in 40 C.F.R. Part 373.

² Hazardous substances were thought to be released in the past as evidenced by historic low levels of volatile organic compounds detected in groundwater monitoring wells (e.g., trichloroethene and pentachlorophenol). There are no records of how long the hazardous substances were stored and/or used or what quantities were released. Information from former Letterkenny Army Depot employees indicated that past disposal practices at the Test Track Area included spreading sludge from the Industrial Wastewater Treatment Plant (IWTP). This past sludge disposal and/or undocumented releases from the IWTP may have resulted in the low-level groundwater contamination at the Test Track Area and at the eastern edge of the former Tank Farm Storage Area. Results of the Site Investigation for Southeastern Area Operable Unit 3B (representing groundwater in the area) and the screening level risk assessment showed that potential risks to people and the environment are within acceptable levels (*Report for the Groundwater Site Investigation (SI) in the Southeastern (SE) Area Operable Unit (OU) 3B, AEDBR Sites LEAD-016, LEAD-114, and LEAD-115, Letterkenny Army Depot, Final, May 2005, Weston Solutions, Inc.*) and it was determined by the Army, the U.S Environmental Protection Agency and the Pennsylvania Department of Environmental Protection that no remedial action was necessary (*Record of Decision for the Phase IV Parcels, Groundwater Southeastern (SE) Operable Unit (OU) 3B and part of Soil Operable Unit SE OU 8, AEDBR Sites Lead-016, 114, and 115, Letterkenny Army Depot, Final, June 2006, Weston Solutions, Inc.*)