

8058  
QUITCLAIM DEED  
LETTERKENNY ARMY DEPOT  
CHAMBERSBURG, PENNSYLVANIA

THIS QUITCLAIM DEED, made and entered into this 29<sup>th</sup> day of January, 2004, by and between the UNITED STATES OF AMERICA (hereinafter the "GRANTOR"), acting by and through the Deputy Assistant Secretary of the Army (Installations & Housing), pursuant to a delegation of authority from the SECRETARY OF THE ARMY (hereinafter the "ARMY"), under the authority of the provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (63 Stat. 377, as amended), and the Defense Base Closure and Realignment Act of 1990, Public Law No. 101-510, as amended, and the LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY (hereinafter "LIDA"), a body corporate and politic, existing under the laws of the Commonwealth of Pennsylvania, having its principal place of business at 5121-A Coffey Avenue, Chambersburg, Pennsylvania 17201 (hereinafter the "GRANTEE"),

WITNESSETH:

WHEREAS, pursuant to the Defense Base Closure and Realignment Act of 1990, PL 101-510, as amended (10 U.S.C. 2687 note) ("BRAC"), the military installation known as the Letterkenny Army Depot ("LEAD"), Chambersburg, Pennsylvania, was realigned; and

WHEREAS, the Letterkenny Industrial Development Authority ("LIDA"), the federally recognized local redevelopment authority for LEAD, was granted the authority to oversee and implement the civilian reuse of the excess portion of LEAD, excluding the Retained Property, in accordance with a local-approved reuse plan; and

WHEREAS, the LIDA made an application to the Army for an Economic Development Conveyance ("EDC") as a rural base under 32 C.F.R. 175.7; and

WHEREAS, the Army, as authorized by BRAC and implementing regulations, determined that the LIDA's application met the criteria for economic development, job creation, and as a rural base; and

WHEREAS, the Army and the LIDA entered into a Memorandum of Agreement ("MOA"), dated November 5, 1998, establishing the terms and conditions for an EDC conveyance of the excess portion of the LEAD property to the LIDA and the lease of the excess portion of the LEAD property pending and in furtherance of the conveyance of all of the excess portion of the LEAD property; and

WHEREAS, the MOA provides for the conveyance of the LEAD property in phases as Army mission requirements cease and environmental remediation is completed; and

WHEREAS, pursuant to Public Law 101-510, as amended, the Army has the authority to convey to the LIDA, pursuant to the terms and conditions of the MOA, the parcels of land

described in Exhibit A and all of the improvements contained therein; located in the County of Franklin, Commonwealth of Pennsylvania, at the LEAD.

NOW THEREFORE, the GRANTOR, in consideration of ONE DOLLAR (\$1.00) cash in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration as provided for in the MOA, between the parties does hereby grant, remise, release, and forever quitclaim unto the GRANTEE, and its successors and assigns, all of its right, title, and interest in and to and over the parcels of land, located in the County of Franklin, Commonwealth of Pennsylvania, at LEAD comprising three areas: the LEAD Water Reservoir containing approximately 106.46 acres; portions of the main post containing approximately 201.4214 acres; and a sub-surface area whose surface area was conveyed by a previous conveyance as described in Section 13 of this Deed and whose area contains approximately 16.5179 acres, all areas are more particularly described in Exhibit A, attached hereto and made a part hereof (hereinafter called the "Property"),

SUBJECT TO all existing easements, including but not limited to, rights-of-way for highways, pipelines and public utilities, if any, whether of public record or not.

TO HAVE AND TO HOLD the property granted herein to the GRANTEE and its successors and assigns, together with all the buildings and improvements located thereon and all and singular the tenements, hereditaments, appurtenances and improvements thereunto belonging, or in any wise appertaining, and all the estate, right, title, interest, or claim whatsoever of the GRANTOR, either in law or in equity and subject to the terms, reservations, restrictions, covenants, and conditions set forth in this Deed.

RESERVING unto the GRANTOR an easement for rights-of-way for telecommunication and fiber optic lines as more particularly described in Exhibit C and as shown in Exhibit D attached hereto and made a part hereof. [Note that the location for the telecommunication and fiber optic lines shown in Exhibit D are their approximate location and may not be their actual location.]

ALSO RESERVING unto the GRANTOR a perpetual and assignable right of access on, over, and through the Property, to access and enter upon the Property in any case in which an environmental response action or corrective action is found to be necessary, or such access and entrance is necessary to carry out a response action or corrective action on adjoining property; including, without limitation, to perform any additional environmental investigation, monitoring, sampling, testing, 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 Deed. This right of access shall be binding on the GRANTEE, its successors, and assigns, and shall be a binding servitude on the Property herein conveyed and shall be deemed to run with the land in perpetuity. This reservation includes the right to access and use utilities on the Property at reasonable cost to the United States. In exercising this right of access, the GRANTOR shall give the GRANTEE or its successors or assigns, except in case of imminent endangerment to human health or the environment, reasonable notice of actions to be taken on the Property and shall use reasonable means, without significant additional cost to the GRANTOR, to avoid and/or minimize interference with the use of the Property. The GRANTEE, or its successors or assigns, and any other person shall have no claim against the GRANTOR or any officer, employee or contractors

thereof solely on account of any such interference resulting from actions taken under this reservation.

The legal description of the Property has been provided by the GRANTEE and the GRANTEE shall be responsible for the accuracy of the survey and description of the Property conveyed herein and shall indemnify and hold the GRANTOR harmless from any and all liability resulting from any inaccuracy in the description.

The words "GRANTOR" and "GRANTEE" used herein shall be construed as if they read "GRANTORS" and "GRANTEES" respectively, whenever the sense of this Deed so requires and, whether singular or plural, such words shall be deemed to include in all cases the successors and assigns of the respective parties.

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the GRANTEE, by its acceptance of this Deed, agrees that, as part of the consideration for this Deed, the GRANTEE covenants and agrees for itself, its successors and assigns, forever, that this Deed is made and accepted upon each of the following covenants which covenants shall be binding upon and enforceable against the GRANTEE, its successors and assigns, in perpetuity, and the notices, covenants, and restrictions set forth in Exhibit B, incorporated herein by reference as if fully set out in this Deed, are a binding servitude on the Property herein conveyed and shall be deemed to run with the land in perpetuity.

#### 1. CERCLA COVENANTS

The Property being conveyed is subject to the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 et seq. ("CERCLA") covenants described in Exhibit B, attached hereto and made a part hereof.

#### 2. CERCLA REMEDIATION

The Property being conveyed is subject to the CERCLA remediation described in Exhibit B, attached hereto and made a part hereof.

#### 3. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSES

The Property being conveyed is subject to the notice of the presence of lead-based paint and covenant against the use of the property for RESIDENTIAL PURPOSES described in Exhibit B, attached hereto and made a part hereof.

#### 4. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

The Property being conveyed is subject to the notice of the presence of asbestos and covenant described in Exhibit B, attached hereto and made a part hereof.

## 5. NOTICE OF GROUNDWATER RESTRICTIONS

The Property being conveyed is subject to the notice of groundwater restrictions described in Exhibit B, attached hereto and made a part hereof.

## 6. NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the GRANTEE, by its acceptance of this Deed, agrees that, as part of the consideration for this Deed, the GRANTEE covenants and agrees for itself, its successors and assigns, forever, that this Deed is made and accepted upon each of the following covenants which covenants shall be binding upon and enforceable against the GRANTEE, its successors and assigns, in perpetuity, and the notices, covenants, and restrictions set forth in Exhibit B, incorporated herein by reference as if fully set out in this Deed, are a binding servitude on the Property herein conveyed and shall be deemed to run with the land in perpetuity.

The NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS, set out in this Deed and in Exhibit B, shall be inserted by the GRANTEE verbatim or by express reference in any deed or other legal instrument by which GRANTEE, its successors or assigns, divests itself of either the fee simple title or any other lesser estate in the Property or any portion thereof.

## 7. NOTICE OF NON-DISCRIMINATION

The GRANTEE covenants for itself, its heirs, successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said GRANTEE and such heirs, successors, and assigns shall not discriminate upon the basis of race, color, religion, age, gender, 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 United States of America 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 hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

## 8. "AS IS"

The GRANTEE has inspected, knows and accepts the condition and state of repair of the subject Property. The GRANTEE understands and agrees that the Property and any part thereof is offered "AS IS" and "WHERE 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 condition or fit to be used for the purpose(s) intended by the GRANTEE, and no claim for allowance or deduction upon such grounds will be considered.

## 9. INDEMNITY AND HOLD HARMLESS

The Grantor recognizes its obligation to hold harmless, defend, and indemnify the Grantee and any successor, assignee, transferee, lender, or lessee of the Grantee or its successors and assigns, as required and limited by Section 330 of the National Defense Authorization Act of 1993, as amended (Pub. L. No. 102-484), and to otherwise meet its obligations under Federal law.

## 10. 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. Section 1341.

## 11. NO WAIVER

The failure of the Government to insist in any one or more instances upon complete performance of any of the said notices, covenants, conditions, restrictions, or reservations shall not be construed as a waiver or a relinquishment of the future performance of any such covenants, conditions, restrictions, or reservations, but the obligations of the GRANTEE, its successors and assigns, with respect to such future performance shall continue in full force and effect.

## 12. BINDING SERVITUDE

The notices, terms, covenants, restrictions, and reservations set forth in this Deed are a binding servitude on the Property herein conveyed and shall be deemed to run with the land in perpetuity. The notices, terms, covenants, restrictions, and reservations contained in this Deed shall be inserted by the GRANTEE verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property or any portion thereof.

## 13. MERGER OF CERTAIN PHASE II AND PHASE III PARCELS

GRANTEE is the owner of certain Phase II parcels (2-53, 2-54 and 2-70) pursuant to a quitclaim deed between GRANTOR and GRANTEE dated May 3, 2002 and recorded in the Recorder's Office in and for Franklin County, Pennsylvania, in Volume 1904, Page 388 ("Phase II Quitclaim Deed"). The parcels conveyed by Phase II Quitclaim Deed include the first eight (8) feet below the surface of the ground. GRANTOR and GRANTEE previously agreed that once the property below a Phase II parcel was cleaned up, GRANTOR would convey to GRANTEE the subsurface property and the corresponding surface and subsurface parcels would be merged back together. Certain parcels (2-53L, 2-54L and 2-70L) included in this Phase III Quitclaim Deed are such subsurface parcels and GRANTEE is still the owner of the corresponding Phase II surface parcels. With the conveyance of this Phase III Quitclaim Deed, GRANTOR and GRANTEE recognize that: Phase II parcel 2-53 is hereby merged with Phase III parcel 2-53L and shall be referred to as 2-53; Phase II parcel 2-54 is hereby merged with Phase III parcel 2-54L and shall be referred to as 2-54 and Phase II parcel 2-70 is hereby merged with Phase III parcel 2-70L and shall be referred to as 2-70.

14. REMOVAL OF SOIL EXCAVATION AND GROUNDWATER RESTRICTIONS

Pursuant to the Phase III Parcels Decision Summary dated August 2003, soil excavation and groundwater restrictions placed on certain Phase I and Phase II parcels can now be removed as part of the no further action alternative. GRANTOR and GRANTEE agree that the soil excavation and groundwater restrictions placed on: (1) Phase I parcels 24, 27 and 28 as set forth in the Phase I Quitclaim Deed dated November 6, 1998 and recorded in the Recorder's Office in and for Franklin County, Pennsylvania, in Volume 1414, Page 204 and (2) Phase II parcels 2-53, 2-54, 2-70, 2R-80-3, 2R-84-3 and 2R-86-3 as set forth in the Phase II Quitclaim Deed dated May 3, 2002 and recorded in the Recorder's Office in and for Franklin County, Pennsylvania, in Volume 1904, Page 388 are hereby removed and extinguished.

This Quitclaim Deed is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF; the GRANTOR has caused this Deed to be executed in its name by the Deputy Assistant Secretary of the Army (I&H) and the Seal of the Department of the Army to be hereunto affixed this 29th day of January, 2004.

GRANTOR:

UNITED STATES OF AMERICA  
DEPARTMENT OF THE ARMY

By: Joseph W. Whitaker  
Joseph W. Whitaker  
Deputy Assistant Secretary of the Army  
(Installations and Housing)  
OASA(I&E)

Signed and sealed and delivered  
in the presence of

Witness [Signature]

Witness [Signature]

RECORDED  
04 AP 16 A 10:58 AM  
LINDA MILLER  
RECORDER OF DEEDS  
FRANKLIN COUNTY

COMMONWEALTH OF VIRGINIA )  
COUNTY OF ARLINGTON ) ss:

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia; County of Arlington, whose commission as such expires on the 30th day of November, 2006, do hereby certify that this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, Joseph W. Whitaker, Deputy Assistant Secretary of the Army (I&H), whose name is signed to the foregoing instrument and who acknowledged the foregoing instrument to be his free act and deed, dated this 29th day of January, 2007, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

Yaren A. Cooper  
Notary Public

The terms and conditions of this Quitclaim Deed are hereby accepted this 29th day of January, 2007.

**GRANTEE:**

**LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY**

By: John Redding Jr.  
John Redding  
Chairman

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF FRANKLIN )

I, the undersigned, a Notary Public in and for the Commonwealth of Pennsylvania, County of Franklin, whose commission as such expires on the 22nd day of SEPTEMBER, 2007, do hereby certify that this day personally appeared before me in the Commonwealth of Pennsylvania, County of Franklin, JOHN REDDING JR., Chairman of the Letterkenny Industrial Development Authority whose name is signed to the foregoing instrument and acknowledged the foregoing instrument to be his free act and deed, dated this 19th day of NOVEMBER, 2003, and acknowledged the same for and on behalf of the Letterkenny Industrial Development Authority.

Cindy L. Lawver  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Cindy L. Lawver, Notary Public  
Greene Twp., Franklin County  
My Commission Expires Sept. 22, 2007  
Member, Pennsylvania Association Of Notaries



CERTIFICATION

I, JOHN M. VAN DER BEEK, certify that I am the Executive Director for the Letterkenny Industrial Development Authority named as GRANTEE in the foregoing quitclaim deed, and that John Redding is the Chairman for the Letterkenny Industrial Development Authority and was on NOVEMBER 19, 2003 duly authorized to accept the foregoing quitclaim deed on behalf of the Letterkenny Industrial Development Authority; and that said acceptance was duly signed for on behalf of said Letterkenny Industrial Development Authority by authority of its governing body and within the scope of its delegated powers.

John M. Van Der BEEK

This Deed was prepared by Arthur Starr, Attorney at Law  
U.S. Army Corps of Engineers, Baltimore District.

EXHIBITS

- A - Legal Description
- B - Notices, Use Restrictions, and Restrictive Covenants
- B-1 - Table 2, Notification of Hazardous Substance Storage, Release, and/or Disposal
- C - Telecommunication and Fiber Optic Easement Estate
- D - Telecommunication and Fiber Optic Easement Map

Witness certify that the preceding  
address is:  
5121 A COFFEY ROAD  
CHAMBERSBORO PA 17201  
Witness my hand this SIXTEENTH  
day of APRIL 2004  
John M. Van Der BEEK  
Signature

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF FRANKLIN

The following individual hereby states that he is connected with this transaction, and that the full value of the property granted, bargained and sold therein, as requested by Real Estate Deed Transfer Resolution of the Township/Boro of ..... is ..... dollars/percent and the Township/Boro of ..... is ..... dollars/percent.

.....  
Attorney for Grantee/Grantor



Phase 3 Conveyance From the Army to the LIDA, 2003

The Subsurface Parcels That Were Leased In Phase 2 and are Now Being Conveyed

Parcel	Acreage
L-2-53	7.4230
L-2-54	6.9504
L-2-70	<u>2.1445</u>
	16.5179

Letterkenny Water Reservoir

Army Tract #	Acreage
409	13.63
410	34.79
411	8.03
412	28.56
413	6.44
414	2.93
415	3.98
416	7.40
417	<u>.70</u>
	106.46

Main Post Property

LIDA Parcel #	Exhibit B Sheet #	Acreage
3-91	2	5.3152
3-90	3	7.5434
3-89-1	4	3.1003
3-89-2	5	3.4059
3-89-3	6	8.6367
3-89-4	7	8.0800
3-89-5	8	3.7588
3R-89-30	8	0.0076
3-89-6	9	14.7139
3-89-7	10	14.5670
3-89-8	11	14.7353
3-89-9	12	4.9283
3-89-10	13	4.3157

3-89-11	14	4.3476
3-89-12	15	9.5426
3-89-13	16	7.5301
3-89-14	17	6.4585
3-89-15	18	3.1306
3-89-16	19	2.2044
3-89-17	20	12.3155
3-89-18	21	14.8830
3-89-19	22	7.4784
3-89-20	23	6.9855
3-89-21	24	6.3718
3-89-22	25	6.1241
3-27C	26	0.9294
3-27D	27	1.0117
3-89-23	28	3.8639
3-89-24	29	2.3135
3-89-25	30	4.0285
3-28B	31	2.3152
3R-89-26	32	1.0938
3R-89-27	33	3.0154
3R-89-28	34	1.1484
3R-89-29	35	<u>1.2138</u>

201.4214

The total number of additional acres being conveyed is 307.8814. These acres consist of the Reservoir and the Main Post parcels. These acres do not include the sub-surface parcels whose surface areas were conveyed in Phase 2.

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## NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS

### 1. CERCLA COVENANTS and notice

Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 et seq. ("CERCLA"):

A. Notice. The GRANTOR hereby notifies the GRANTEE of the storage, release and disposal of hazardous substances on the Property. The release or disposal of these hazardous substances was remedied at the time of the release or, where required, was subsequently addressed under the Installation Restoration Program. For the purpose of this Deed, "hazardous substances" shall have the same meaning attributed to such term under Section 101(14) of CERCLA, 42 U.S.C. §9601(14). Available information regarding the type, quantity, and location of such hazardous substances and action taken to address such hazardous substances is described in Exhibit B-1 herein. More detailed information regarding the storage, release, and disposal of hazardous substances on the Property has been provided to the GRANTEE in the Environmental Baseline Survey for Letterkenny Army Depot dated August 1996, amended May 1999, and as supplemented in November 2000 (collectively the "EBS") and the Finding of Suitability to Transfer ("FOST") for the Property dated August 2003, the receipt of which the GRANTEE hereby acknowledges.

B. Covenant. The GRANTOR hereby covenants that:

1. All remedial action necessary to protect human health and the environment with respect to any such hazardous substances remaining on the Property has been taken before the date of conveyance hereunder; and

2. Any additional remedial action found to be necessary with regard to such hazardous substances remaining on the Property after the date of this conveyance shall be conducted by the GRANTOR. This covenant in this Subsection 1. B. 2. shall not apply in any case in which the person or entity to whom the Property is transferred is a potentially responsible party under CERCLA with respect to the Property.

### 2. CERCLA REMEDIATION

The GRANTOR acknowledges that LEAD has been identified as a National Priorities List ("NPL") site under CERCLA. The GRANTEE acknowledges that the GRANTOR has provided it with a copy of the LEAD Federal Facility Agreement ("FFA") dated February 3, 1989 and will provide the GRANTEE with a copy of any amendments thereto.

A. The GRANTEE, its successors and assigns, agrees that should any conflict arise between the terms of the FFA as they presently exist or may be amended, and the provisions of this property transfer, the terms of the FFA will take precedence. The GRANTEE, its successors and assigns, further agrees that notwithstanding any other provisions of this Deed, the GRANTOR assumes no liability to the GRANTEE, its successors and assigns, should

implementation of the FFA interfere with their use of the Property; and said parties shall have no claim against the United States or any officer, agent, employee, or contractor thereof on account of any such interference, provided the GRANTOR complies with the requirements of Section 2(D).

B. Prior to the determination by the United States that all remedial action is complete under CERCLA and the FFA for the LEAD site:

1. The GRANTEE, its successors and assigns, shall not undertake activities on the Property that would interfere with or impede the completion of the CERCLA cleanup at the LEAD NPL site. Activities required to avoid interference with the completion of the CERCLA cleanup at LEAD include, but are not limited to, the GRANTEE, its successors and assigns, taking appropriate action to ensure stormwater is directed into existing or future stormwater sewer systems or drainage ditches and forbearing from installing groundwater extraction wells that interfere with the site hydrology; and

2. The GRANTEE, its successors and assigns, shall comply with any institutional controls established or put in place by the GRANTOR relating to the Property that are required by any Record of Decision ("ROD") or amendments thereto issued before or after the date of this Deed. Additionally, the GRANTEE, its successors and assigns, shall ensure that any leasehold interests in the Property or any fee interest conveyance of any portion of the Property provides for legally binding compliance with the institutional controls required by any such ROD.

C. All subsequent conveyances of the Property or any interests therein by GRANTEE, its successors and assigns, shall be expressly subject to the rights and duties of the United States to continue operation of any monitoring wells, treatment facilities or other response activities undertaken pursuant to CERCLA or the FFA on said portion of the Property. The GRANTEE, its successors and assigns, shall provide:

1. Pretransfer Notice - 60 days written notice of any such conveyance (including a description of the deed/lease provisions allowing for continued remediation activities) to the GRANTOR, the U.S. Environmental Protection Agency ("EPA") and the Pennsylvania Department of Environmental Protection ("PADEP"); and

2. Deed/Lease - Within 14 days after the effective date of the transaction, GRANTEE, its successors and assigns, will provide to the GRANTOR, EPA and PADEP copies of the deed, lease or other conveying instrument evidencing such transaction.

D. The GRANTOR reserves a perpetual easement over and through and a right of access to the Property to perform any additional environmental investigation, monitoring, sampling, testing, remedial action, corrective action or any other action necessary for the GRANTOR to meet its environmental responsibilities under applicable laws and as provided for in the Deed. This easement and right of access shall be binding on the GRANTEE, its successors and assigns, and shall run with the land. This reservation includes the right to access and use utilities on the Property at reasonable cost to the United States. In exercising this right of access, except in case of imminent endangerment to human health or the environment, the GRANTOR shall give the

GRANTEE, or the then record owner, reasonable notice of actions to be taken on the Property and shall use reasonable means, without significant additional cost to the GRANTOR, to avoid and/or minimize interference with the use of the Property.

E. The GRANTOR shall not incur liability for additional response action or corrective action found to be necessary after the date of transfer unless the GRANTEE, its successors or assigns, is able to demonstrate that such release or such newly discovered substance was due to GRANTOR's activities, ownership, use or occupation of the Property, or the activities of GRANTOR's contractors and/or agents.

F. All subsequent leases, transfers or conveyances shall be made expressly subject to this easement. Upon a determination by the United States that all remedial action is complete at the LEAD NPL site, the GRANTOR shall execute and record a release of easement.

### 3. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSES

A. The GRANTEE is hereby informed and does acknowledge that all buildings on the Property that were constructed or rehabilitated prior to 1978 are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in Residential Real Property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. "Residential Real Property" means any housing constructed prior to 1978, except housing for the elderly (households reserved for and composed of one or more persons 62 years of age or more at the time of initial occupancy) or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling. For the purpose of this Deed, child-occupied facilities are included in the definition of "Residential Real Property" and means a building, or portion of a building, constructed prior to 1978, visited regularly by the same child, less than 6 years of age, on at least two different days within any week (Sunday through Saturday), provided that each day's visit lasts at least 3 hours, that the combined weekly visits last at least 6 hours, and that the combined annual visits last at least 60 hours. Child-occupied facilities may include, but are not limited to, day-care centers, pre-schools, and kindergarten classrooms.

B. Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces is contained in the EBS documents, the FOST and (for residential properties) the lead-based paint risk assessment, which have been provided to the GRANTEE. All purchasers must receive the Federally-approved pamphlet on lead poisoning prevention. The GRANTEE hereby acknowledges receipt of all of the information described in this

subparagraph. Additionally, the report entitled *Lead-Based Paint Survey, Letterkenny Army Depot* prepared by Dames and Moore, Inc. in 1996 pertaining to lead-based paint and/or lead-based paint hazards has been provided to the GRANTEE.

C. The GRANTEE acknowledges that it has received the opportunity to conduct its own risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of this document.

D. The GRANTEE covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Real Property without complying with this section and all applicable Federal, state and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the GRANTEE specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992) (hereinafter "Title X").

The GRANTEE shall, after consideration of the guidelines and regulations established pursuant to Title X: (1) perform a risk assessment if more than 12 months have elapsed since the date of the last risk assessment; (2) comply with the joint U.S. Department of Housing and Urban Development ("HUD") and EPA Disclosure Rule (24 CFR 35, Subpart H; 40 CFR 745, Subpart F), when applicable, by disclosing to prospective purchasers the known presence of lead-based paint and/or lead-based paint hazards as determined by previous risk assessments; (3) abate lead dust and lead-based paint hazards in pre-1960 Residential Real Property, as defined in paragraph A, above, in accordance with the procedures in 24 CFR 35; (4) abate soil-lead hazards in pre-1978 Residential Real Property, as defined in paragraph A, above, in accordance with the procedures in 24 CFR 35; (5) abate lead-soil hazards following demolition and redevelopment of structures in areas that will be developed as Residential Real Property; (6) comply with the EPA lead-based paint work standards when conducting lead-based paint activities (40 CFR 745, Subpart L); (7) perform the activities described in this paragraph within 12 months of the date of the lead-based paint risk assessment and prior to occupancy or use of the Residential Real Property; and (8) send a copy of the clearance documentation to the GRANTOR. In complying with these requirements, the GRANTEE covenants and agrees to be responsible for any abatement or remediation of lead-based paint or lead-based paint hazards on the Property found to be necessary as a result of the subsequent use of the Property for residential purposes. The GRANTEE covenants and agrees to comply with solid or hazardous waste laws that may apply to any waste that may be generated during the course of lead-based paint abatement activities.

E. The GRANTOR assumes no liability for remediation or damages for personal injury, illness, disability or death to the GRANTEE, its successors or assigns, sublessees or to any other person, including members of the general public, arising from or incident to lead-based paint located on the Property. The GRANTEE further agrees to indemnify and hold harmless the GRANTOR, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, remediation, personal injury, death or property damage resulting from, related to, caused by or arising out of lead-based paint on the Property. The GRANTEE's obligation

hereunder shall apply whenever the United States of America incurs costs or liabilities for actions giving rise to liability under this section. However, the GRANTEE assumes no liability for (i) remediation or damages for personal injury, illness, disability or death suffered or incurred by the GRANTOR, its officers, agents and employees or by any other person, including members of the general public, arising from any exposure of any person to lead-based paint on any portion of the Property occurring prior to the date of conveyance of such portion of the Property to the GRANTEE, or (ii) any failure of the GRANTOR to comply with any legal requirements applicable to lead-based paint conditions on any portion of the Property prior to the GRANTOR's conveyance of such portion of the Property to the GRANTEE pursuant to the Agreement, or (iii) any lead-based paint or lead-based paint hazards which were located on the Property at any time prior to the date of the GRANTOR's transfer of the applicable portion of the Property but are no longer located thereon at the time of such lease or transfer, or (iv) any disposal, prior to the GRANTOR's transfer of the applicable portion of the Property, of any lead-based paint or materials contaminated by lead-based paint.

F.. The covenants, restrictions and requirements of this Section 3 shall be binding upon the GRANTEE, its successors and assigns, and all future owners, and shall be deemed to run with the land. The GRANTEE on behalf of itself, its successors and assigns, covenants that it will include and make legally binding, this Section 3 in all subsequent transfers, leases, or conveyance documents.

#### 4. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

A. The GRANTEE is hereby informed and does acknowledge that friable and nonfriable asbestos or asbestos-containing materials ("ACM") has been found in buildings and structures on the Property, as described in the EBS documents. To the best of the GRANTOR's knowledge, the ACM in buildings and structures on the Property does not currently pose a threat to human health or the environment, and all friable asbestos that posed a risk to human health has either been removed or encapsulated.

B. The GRANTEE covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; and that the Army assumes no liability for future remediation of asbestos or damages for personal injury, illness, disability or death to the GRANTEE, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the GRANTEE, its successors or assigns, have properly warned or failed to properly warn the individual(s) injured. The GRANTEE agrees to be responsible for any future remediation of asbestos in buildings and structures found to be necessary on the Property.

C. The following buildings were constructed prior to 1981 and have not had an ACM survey completed and may contain ACM: Buildings 528, 536 and 546. In accordance with the Occupational Safety and Health Administration ("OSHA") guidelines, the following materials, if present in these structures, must be considered as asbestos-containing and handled as such unless tested negative through a certified EPA asbestos building inspector: thermal system insulation

(e.g., pipe insulation, pipe wrap, mudded fittings, or other material applied to pipes, fittings, boilers, breeching, tanks, ducts or other structural components to prevent heat loss or gain); spray-on texture surfacing/fireproofing (i.e., material that is sprayed, troweled-on or otherwise applied to surfaces [such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing and other purposes]); asphalt and vinyl floor tile installed no later than 1980. The buildings listed here may contain none, some or all of the above building materials. The GRANTEE acknowledges that these materials shall not be disturbed, and that any maintenance that directly or indirectly disturbs these materials shall need to be performed by appropriately trained personnel, according to the requirements of OSHA.

D. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard and building construction workplaces have been associated with asbestos-related diseases. Both OSHA and EPA regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers, and which can result in disability or death.

E. The GRANTEE acknowledges that it has inspected the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos hazards or concerns.

F. Notwithstanding the provisions of Section 4.A., the GRANTOR assumes no liability for any damages to person or property, and gives no warranties, either express or implied, with regard to the presence or absence of asbestos or ACM in buildings and structures, or whether the Property is or is not suitable for a particular purpose.

G. The GRANTEE further agrees to indemnify and hold harmless the GRANTOR, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, exposure to asbestos on any portion of the Property after this conveyance of the Property to the GRANTEE or any future remediation or abatement of asbestos or the need therefore. The GRANTEE's obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section.

## 5. NOTICE OF GROUNDWATER RESTRICTIONS

The GRANTEE is hereby notified that the Cumberland Valley Business Park's Declaration of Covenants, Conditions and Restrictions, Section 8.9.4, dated 1999, prohibits water drilling. In addition, the GRANTEE is hereby notified that the Greene Township Code, Section 85-52, Paragraph F, dated March 26, 2002, requires the subdivider or developer of any proposed subdivision within 500 feet of any public water system of a public water supplier to design and install a complete water system, which shall be connected to said public water system.



Table 2

**Notification of Hazardous Substance Storage, Release, and/or Disposal,<sup>a</sup>  
Phase III Parcels,  
Letterkenny Army Depot,  
Chambersburg, PA**

Parcel Number	Building Number	Name of Hazardous Substance	Date of Storage/Disposal/Release	Remedial Action
3-89	554	Unknown quantities of lime and aluminum sulfate stored.	No records of storage dates. <sup>b</sup>	None required
3-89	558	Unknown quantities of chlorine stored for pool.	No records of storage dates. <sup>b</sup>	None required
3-89	559	Unknown quantities of chlorine gas stored.	No records of storage dates. <sup>b</sup>	None required
3-89	N/A	OVSA	No records of release date (vehicles stored at site from 1947 – 1998).	Soils contaminated with PAHs were found during the RI and were remediated in 2000. <sup>c</sup>

<sup>a</sup>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 (CERCLA or "Superfund"), 42 U.S.C. Section 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 CFR Part 373.

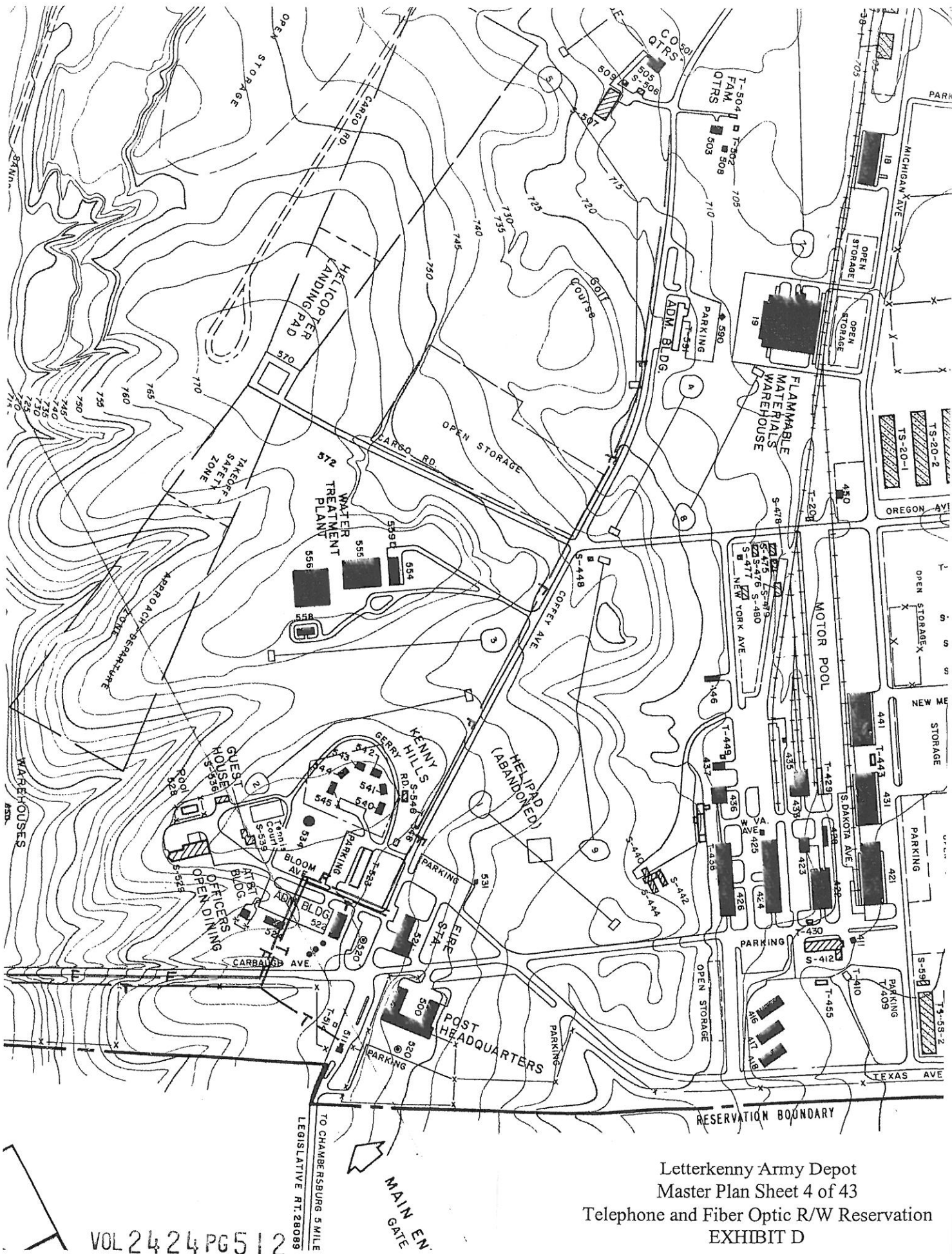
<sup>b</sup>Hazardous substances were noted during the EBS visual survey. There are no records of how long the hazardous substances were stored and/or used.

<sup>c</sup>Results of the RI for soil conducted in 1998 through 2000 indicated that there was a release of polycyclic aromatic hydrocarbons (PAHs) (a group of semivolatile organic compounds [SVOCs], for example, benzo(a)pyrene and naphthalene) due to past storage activities. The data from the investigations showed possible unacceptable levels of risk based on the commercial/industrial use scenario associated with elevated levels of PAHs in soil. Removal action alternatives were developed and evaluated for a non-time-critical removal action in an Engineering Evaluation/Cost Analysis document (WESTON, 2000a). The non-time-critical removal action was implemented from July to November 2000 (IT, 2001). This removal action consisted of excavating PAH-contaminated soils and disposing of them in EPA and state-approved off-site commercial disposal facilities. The risk assessment completed after the removal action showed that there are no longer environmental concerns at the site, meaning that there are no longer unacceptable risks to people and the environment (WESTON, 2003c).

CERCLA = Comprehensive Environmental Response, Compensation, and Liability Act  
 CFR = Code of Federal Regulations  
 EBS = Environmental Baseline Survey  
 N/A = Not applicable  
 OVSA = Open Vehicle Storage Area  
 PAHs = Polycyclic aromatic hydrocarbon  
 U.S.C. = United States Code

## TELEPHONE and FIBER OPTIC LINE ESTATE

A perpetual and assignable easement and right-of-way, thirty (30) feet wide, fifteen (15) feet from the centerline, in, on, over and across the land described in Exhibit A for the location, construction, operation, maintenance, alteration repair and patrol of the underground and above ground telephone and fiber optic lines; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.



Letterkenny Army Depot  
 Master Plan Sheet 4 of 43  
 Telephone and Fiber Optic R/W Reservation  
 EXHIBIT D

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TO CHAMBERSBURG 5 MILE  
 LEGISLATIVE RT. 28089  
 MAIN GATE