

60226

QUITCLAIM DEED
Letterkenny Army Depot
(surface rights)

THIS QUITCLAIM DEED made and entered into this 3rd day of May 2002, by and between the **UNITED STATES OF AMERICA** (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** (the "ARMY"), and the **LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY** ("LIDA"), a body corporate and politic, and existing under the laws of the Commonwealth of Pennsylvania, having its principal place of business at 4759 Innovation Way, Chambersburg, Pennsylvania 17201 (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. 91(e) and (f); 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 and with this Deed conveys to the LIDA, pursuant to the terms and conditions of the MOA, a vertical distance beginning at a point eight (8) feet below the surface and extending skyward in, and over the parcels of land as described in Exhibit A

1
VOL 1904 PG388

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

NOW THEREFORE,

KNOW ALL MEN BY THESE PRESENTS that the GRANTOR, under and pursuant to the Defense Base Closure and Realignment Act of 1990, PL 101-510, as amended (10 U.S.C. 2687, note) ("BRAC"), 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, dated November 5, 1998, 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 a vertical distance beginning at a point eight (8) feet below the surface and extending skyward in, and over the parcels of land, located in the County of Franklin, Commonwealth of Pennsylvania, at LEAD containing approximately 327.1967 acres more particularly described in Exhibit A, and shown on Exhibit B attached hereto and made a part hereof (hereinafter called the "Property"),

Together with all buildings and improvements located thereon and all and singular the tenements, hereditaments, appurtenances and improvements thereunto belonging, or in any wise appertaining;

SUBJECT, HOWEVER, 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.

The GRANTOR further reserves the following easements for the benefit of the lands retained by the GRANTOR:

A. An easement for industrial waste line rights-of-way as more particularly described in Exhibit C-1 and as shown in Exhibit D. [Note that the location for the industrial waste line shown in Exhibit D is its approximate location and may not be its actual location.]

B. An easement for electric line rights-of-way as more particularly described in Exhibit C-2 and as shown in Exhibit D in the same locations as the telecommunication lines. [Note that the location for the electric line shown in Exhibit D is its approximate location and may not be its actual location.]

C. An easement for telecommunication line rights-of-way as more particularly described in Exhibit C-3 and as shown in Exhibit D. [Note that the location for the telecommunication line shown in Exhibit D is its approximate location and may not be its actual location.]

D. An easement for a storm water collection system as more particularly described in Exhibit C-4 and as shown in Exhibit D. [Note that the location for the storm water

collection system shown in Exhibit D is its approximate location and may not be its actual location.)

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.

1. STATUTORY INDEMNIFICATION

Subject to the availability of appropriated funds, 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 Department of Defense Authorization Act of 1993, as amended, and to otherwise meet its obligations under law.

2. 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 E 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 February 2002, 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 2.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.

3. CERCLA REMEDIATION

The GRANTOR acknowledges that LEAD has been identified as a National Priorities List ("NPL") site under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") of 1980, as amended. 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 3.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

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 it grants 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. Pre-transfer 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 this 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 the easement set forth in paragraph 3.D. 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.

4. LAND USE RESTRICTIONS

The Department of the Army has undertaken careful environmental study of the Property and concluded that the covenants and restrictions set forth here are required to ensure that the use of the Property is consistent with its environmental condition. In order

to protect human health and the environment, promote community objectives, and further the common environmental objectives and land use plans of the GRANTOR, the Commonwealth of Pennsylvania, and the GRANTEE, the covenants and restrictions shall be included to ensure the use of the Property is consistent with the environmental condition of the Property. The following restrictions and covenants benefit both the lands retained by the GRANTOR and the general public welfare and are consistent with the Commonwealth of Pennsylvania and Federal environmental statutes.

A. Commercial/Industrial Use Restrictions

1. The GRANTEE covenants for itself, its successors and assigns, that the Property, with the exception of Parcels 2-74A and 2-74B, and the portion of the Property referred to as the Gate 1 Guardhouse ("Gate 1 Guardhouse area"), shall be used solely for commercial, industrial, and agricultural purposes and not for residential purposes. The portion of the Property referred to as the Gate 1 Guardhouse area shall be used solely for commercial and industrial purposes and not for residential purposes. Commercial and industrial uses include, but are not limited to, administrative/office space, manufacturing, warehousing, restaurants, hotels/motels, and retail activities. Residential use includes, but is not limited to, housing, daycare facilities, schools (excluding education and training programs for persons over 18 years of age), assisted living facilities, and outdoor recreational activities (excluding recreational activities by employees and their families incidental to authorized commercial and industrial uses on the Property).

2. Nothing contained herein shall preclude the GRANTEE from undertaking, in accordance with applicable laws and regulations, such additional remediation necessary to allow for residential use of the Property. Any additional remediation will be at no additional cost to the GRANTOR and with the GRANTOR's prior written consent. Consent may be conditioned upon such terms and conditions as the GRANTOR deems reasonable and appropriate, including performance and payment bonds and insurance. Upon completion of such remediation required to allow residential use of the Property and upon the GRANTEE's obtaining the approval of EPA and PADEP and, if required, any other regulatory agency, the GRANTOR agrees to release or, if appropriate, modify this restriction by executing and recording, in the same land records of the Commonwealth of Pennsylvania as this Deed, a Partial Release of Covenant. The GRANTEE shall bear the cost of recording and reasonable administrative fees.

B. Groundwater Restrictions

The GRANTEE covenants for itself, its successors and assigns, not to access the groundwater, except as provided in Subsection 4.C., or use groundwater underlying the Property for any purpose without the prior written approval of the GRANTOR, PADEP, and EPA. However, the GRANTEE, its successors and assigns, are authorized to install monitoring wells with the prior written approval of the GRANTOR, EPA, and PADEP, which approval shall not be unreasonably withheld. For the purpose of this restriction, "groundwater" shall have the same meaning as in Section 101(12) of CERCLA.

C. Soil Excavation Restrictions

The GRANTEE, its successors and assigns, shall not conduct or permit others to: (1) conduct any excavation, digging, drilling, or other disturbance of the soil or ground below a depth of 3 feet above the water table without prior written approval of the GRANTOR, or (2) construct any subsurface structure for human occupation, without the prior written approval of the GRANTOR, PADEP, and EPA. If the GRANTEE, its successors or assigns, encounters groundwater or contaminated soil while conducting any excavation activities, the GRANTEE, its successors or assigns, will immediately cease such activities until the GRANTOR's written approval is obtained allowing such activities to continue. In granting excavation approval under this Subsection 4.C., the GRANTOR may impose reasonable terms and conditions, on a case by case basis, that the GRANTOR deems necessary to (i) ensure compliance with the LIDA sampling plan dated October 1998 and any amendments thereto, the LIDA Health and Safety Plan dated October 1998 and any amendments thereto, and other applicable requirements to protect human health and the environment; and (ii) to ensure proper disposal of contaminated soil and/or groundwater at no expense to the GRANTOR.

D. Enforcement

1. These covenants and land use restrictions shall inure to the benefit of the public in general and adjacent lands, including lands retained by the United States, and, therefore, are enforceable by the United States Government and Commonwealth of Pennsylvania. These restrictions and covenants are binding on the GRANTEE, its successors and assigns; shall run with the land; and are forever enforceable.

2. The GRANTEE covenants for itself, its successors and assigns, that it shall include and otherwise make legally binding the above land use restrictions in all subsequent lease, transfer, or conveyance documents relating to the Property subject hereto. Notwithstanding this provision, failure to include these land use restrictions in subsequent conveyances does not abrogate the status of these restrictions as binding upon the parties, their successors and assigns.

3. The GRANTEE, for itself, its successors and assigns, covenants that it will not undertake or allow any activity on or use of the Property that would violate the land use restrictions contained herein.

4. Notwithstanding any other provision of this Deed; any agreement between the GRANTEE and the GRANTOR; the provisions of CERCLA, including CERCLA Section 120(h)(3); or Section 330 of the National Defense Authorization Act of 1993, as amended, the GRANTEE on behalf of itself, its successors and assigns, covenants and agrees that the GRANTEE or the then record owner of the Property, will be fully responsible for any investigation and/or remediation of hazardous substances, pollutants, or contaminants, or petroleum or petroleum derivatives, to the extent that such investigation and/or remediation becomes necessary in response to a violation of the land use restrictions in this Section 4.

E. Submissions

1. Modification of Restrictions. The GRANTEE shall submit any requests to install monitoring wells, to construct subsurface structures for human occupation, or for other modifications to the above restrictions to the GRANTOR, with a copy to EPA and PADEP, by first class mail, postage prepaid, addressed as follows:

- a. To GRANTOR: Commander
Letterkenny Army Depot
1 Overcash Avenue
Chambersburg, Pennsylvania 17201-4150
- b. To EPA: U.S. Environmental Protection Agency Region III
Superfund Federal Facilities Branch
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029
- c. To PADEP:
Pennsylvania Department of Environmental Protection
Environmental Clean-up Program
909 Elmerton Avenue
Harrisburg, Pennsylvania 17110-8200

Excavation Requests. The GRANTEE shall submit all requests for excavation approval as required by Section 4.C. to the GRANTOR at the mailing address set forth in Subsection 4.E.1.a. above.

5. 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").

E. 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.

F. 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.

G. 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.

H. The covenants, restrictions, and requirements of this Section 5. 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 5. in all subsequent transfers, leases, or conveyance documents.

6. 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 after the date of this Deed, whether the GRANTEE, its successors or assigns, have properly warned or failed to properly warn the individual(s) injured. The GRANTEE assumes no liability for damages or remediation for personal injury, illness, disability, death or property damage arising from (i) any exposure to asbestos or ACM that resulted prior to the GRANTOR's conveyance of such portion of the Property to the GRANTEE pursuant to this Deed or any leases entered into between the GRANTOR and GRANTEE, or (ii) any disposal of asbestos or ACM by the GRANTOR, prior to the GRANTOR's conveyance of the Property to the GRANTEE. 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 49, 51-2, 245, 431-1, 475, 476, 477, 478, 479, 480, 504, 508, 531, 610, 612, 621, 627, 638, 686, 2280, and 3335. 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:

1. 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).
2. 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]).
3. 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 6.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.

7. NOTIFICATION OF THE PRESENCE OF RADON AND COVENANT

Available and relevant radon assessment data pertaining to the Property is located in the "Environmental Baseline Survey" ("EBS") dated August 1996, in the "Addendum to the EBS" dated May 1999, and in "Supplement 1 to the EBS" dated November 2000. According to said radon assessment data, those structures known as Buildings 5, 7, 8, 33, 421, 426, 503, 627, and 2279 may contain unhealthy levels of radon if those buildings are used for residential purposes. The GRANTOR shall not be responsible for remediation of naturally occurring radon on the Property. The GRANTEE, its successors and assigns, shall not permit the occupancy of said Buildings 5, 7, 8, 33, 421, 426, 503, 627, and 2279 for residential use without first abating and eliminating the radon hazard, to the extent required by law, in accordance with applicable regulatory standards and guidelines. This covenant shall run with the land. The GRANTEE shall ensure that any assignee, transferee, affiliate, successor, or foreclosure purchaser of the property shall be bound by the provisions hereof.

8. INCLUSION OF PROVISIONS

The GRANTEE, its successors and assigns, shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion of the environmental protection provisions contained herein, and shall require the inclusion of such environmental protection

provisions in all further deeds, transfers, leases, or grants of any interest, privilege, or license.

9. STANDARD ARCHEOLOGICAL PRESERVATION COVENANT

A. In consideration of the conveyance of the real property located in the County of Franklin, Pennsylvania, which is more fully described as a portion of parcel 2-76, a description of which is attached hereto as Exhibit F (hereinafter referred to as "L-224"), the GRANTEE hereby covenants on behalf of itself, its heirs, successors, and assigns at all times to the Pennsylvania State Historic Preservation Officer ("SHPO"), to maintain and preserve L-224 in accordance with the provisions of subsections B. through K. of this covenant.

B. The GRANTEE will notify the SHPO in writing prior to undertaking any disturbance of the ground surface or any other action on L-224 that would affect the physical integrity of the site. Such notice shall describe in reasonable detail the proposed undertaking and its expected effect on the physical integrity of L-224.

C. Within thirty (30) calendar days of the appropriate SHPO's receipt of notification provided by the GRANTEE pursuant to subsection B. of this covenant, the SHPO will respond to the GRANTEE in writing as follows:

1. That the GRANTEE may proceed with the proposed undertaking without further consultation; or

2. That the GRANTEE must initiate and complete consultation with the SHPO to develop a treatment plan before proceeding with the proposed undertaking.

If the SHPO fails to respond to the GRANTEE's written notice within thirty (30) calendar days of the SHPO's receipt of the same, then the GRANTEE may proceed with the proposed undertaking without further consultation with the SHPO.

D. If the response provided to the GRANTEE by the SHPO pursuant to paragraph C. of this covenant requires consultation with the SHPO, then both parties will so consult in good faith to arrive at mutually-agreeable and appropriate measures that the GRANTEE will employ to mitigate any adverse effects associated with the proposed undertaking. If the parties are unable to arrive at such mutually-agreeable mitigation measures, then the GRANTEE shall, at a minimum, undertake recordation for the concerned property in accordance with the Secretary of Interior's standards for recordation and any applicable state standards for recordation, or in accordance with such other standards to which the parties may mutually agree prior to proceeding with the proposed undertaking. Pursuant to this covenant, any mitigation measures to which the GRANTEE and the SHPO mutually agree, or any recordation that may be required, shall be carried out solely at the expense of the GRANTEE.

E. The GRANTEE shall make every reasonable effort to prohibit any person from vandalizing or otherwise disturbing any archeological site determined by the Advisory Council to be eligible for inclusion in the National Register of Historic Places. Any such vandalism or disturbance shall be reported to the SHPO promptly.

F. The SHPO shall be permitted at all reasonable times to inspect L-224 in order to ascertain its condition and to fulfill its responsibilities hereunder.

G. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the SHPO may, following reasonable notice to the GRANTEE, institute suit to enjoin said violation or to require the restoration of any archeological site affected by such violation. The successful party shall be entitled to recover all costs or expenses incurred in connection with any such suit, including all court costs and attorney's fees.

H. The GRANTEE agrees that the SHPO may, at its discretion and without prior notice to the GRANTEE, convey and assign all or part of its rights and responsibilities contained in this covenant to a third party.

I. This covenant is binding on the GRANTEE its heirs, successors, and assigns in perpetuity. Restrictions, stipulations, and covenants contained herein 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 L-224 or any part thereof.

J. The failure of the SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

K. The covenant shall be a binding servitude upon the real property that includes L-224 designation of archeological site(s) and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that the GRANTEE agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

10. NOTICE OF NON-DISCRIMINATION

With respect to activities related to the Property, the GRANTEE shall not discriminate against any person or persons or exclude them from participation in the GRANTEE'S operations, programs or activities conducted on the Property because of race, color, religion, sex, age, handicap or national origin.

11. ANTI-DEFICIENCY ACT

The GRANTOR'S obligation to pay or reimburse any money under this Deed is subject to the availability of appropriated funds to the Department of the Army, and

nothing in this Deed shall be interpreted to require obligations or payments by the United States in violation of the Anti-Deficiency Act.

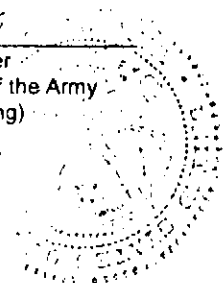
This Quitclaim Deed is not subject to Title 10, United States Code, Section 2662.

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 3rd day of May, 2002

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]

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 2002 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 3rd day of May 2002, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

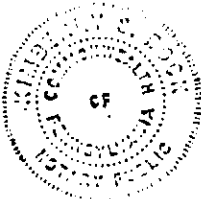
Karen A. Cooper
Notary Public



The terms and conditions of this Quitclaim Deed are hereby accepted this 24th day of June 2002.

GRANTEE:

LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY



By: John Redding
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 20th day of September, 2003, do hereby certify that this day personally appeared before me in the Commonwealth of Pennsylvania, County of Franklin, John Redding, 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 24th day of June 2002, and acknowledged the same for and on behalf of the Letterkenny Industrial Development Authority.

Kimberly S. Bock
Notary Public

Notarial Seal
Kimberly S. Bock, Notary Public
Chambersburg Boro, Franklin County
My Commission Expires Sept. 20, 2004
Member, Pennsylvania Association of Notaries

RECORDED
JUN 25 12 22 PM '02
LINDA MILLER
RECORDS OF DEEDS
FRANKLIN COUNTY
246.50

I hereby certify that the precise address of the grantee herein is:

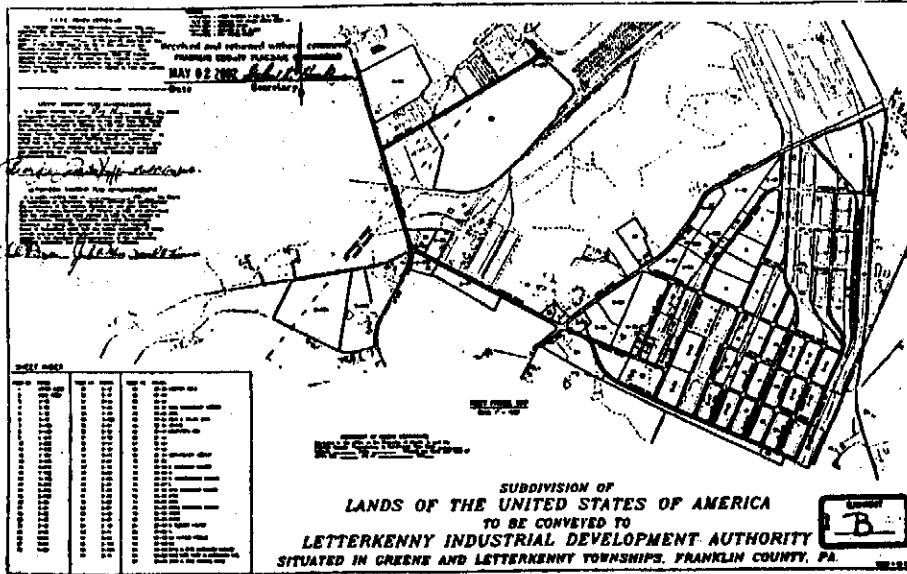
LIDA, ~~at Evelyn Snyder, 242 Lincoln Way East, Chambersburg, PA 17201 (Area 44a).~~
4759 Innovation Way
Chambersburg PA 17301

Kimberly S. Bock
Attorney for Grantee

LIDA Phase 2 - 2001

Parcel	Sheet #	Acreage	Remarks
2-1B	3	1.5872	→ 1904, 406
2-2B	4	2.4784	
2-3B	5	3.4235	
2-4B	6	0.1883	
2-10B	7	1.0291	
2-12B	8	0.7239	
2-21B	9	0.5254	
2-22B	10	0.6811	
2-24B	11	0.2297	
2-25C	12	0.3308	
2-26B	13	0.1856	
2-27B	14	0.1215	
2-29B	15	0.0949	
2-31B	16	2.0671	
2-31B	17	
2-33B	18	0.0456	
2-34B	19	0.1696	
2-36	20	23.3003	
2-37	21	4.3919	
2-38	22	5.2954	
2-39	23	5.0480	
2-40	24	5.4569	
2-42	25	3.6488	
2-43	26	4.1481	
2-44	27	4.1524	
2-45	28	4.1473	
2-46	29	4.1516	
2-47	30	2.5043	
2-48	31	15.4733	
2-49	32	4.3724	
2-50	33	1.8578	
2-50B	34	0.5737	
2-51	35	5.0335	
2-52	36	4.6915	
2-53	37	7.4230	
2-54	38	6.9504	
2-55	39	0.5128	
2-56	40	1.2152	
2-57	41	1.2758	
2-58	42	3.5216	
2-59	43	3.2110	
2-60	44	1.6953	
2-61	45	1.2581	
2-62	46	1.4065	
2-63	47	6.4019	
2-64	48	5.9119	
2-67	49	3.6555	
2-68	50	3.6550	
2-69	51	8.2850	
2-70	52	2.1445	
2-71	53	7.1918	
2-72	54	3.4631	
2-74A	55	29.2938	
2-74B	56	27.3197	

EXHIBIT A



The full text of Exhibit B is recorded in The Franklin County
 Recorder of Deeds Office in Deed Book Volume 288H, Page
 821, Parts 1-87.

VOL 1904 PG 489



INDUSTRIAL WASTE PIPELINE 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 D for the location, construction, operation, maintenance, alteration repair and patrol of underground industrial waste pipelines; 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.

Exhibit C-1

VOL 1904 PG 490

ELECTRIC 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 D for the location, construction, operation, maintenance, alteration repair and patrol of the underground and above ground electric 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.

TELECOMMUNICATION 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 D for the location, construction, operation, maintenance, alteration repair and patrol of the underground and above ground telecommunication 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.

STORM WATER SYSTEM 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 D for the location, construction, operation, maintenance, alteration repair and patrol of the underground and above ground storm water system; 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.

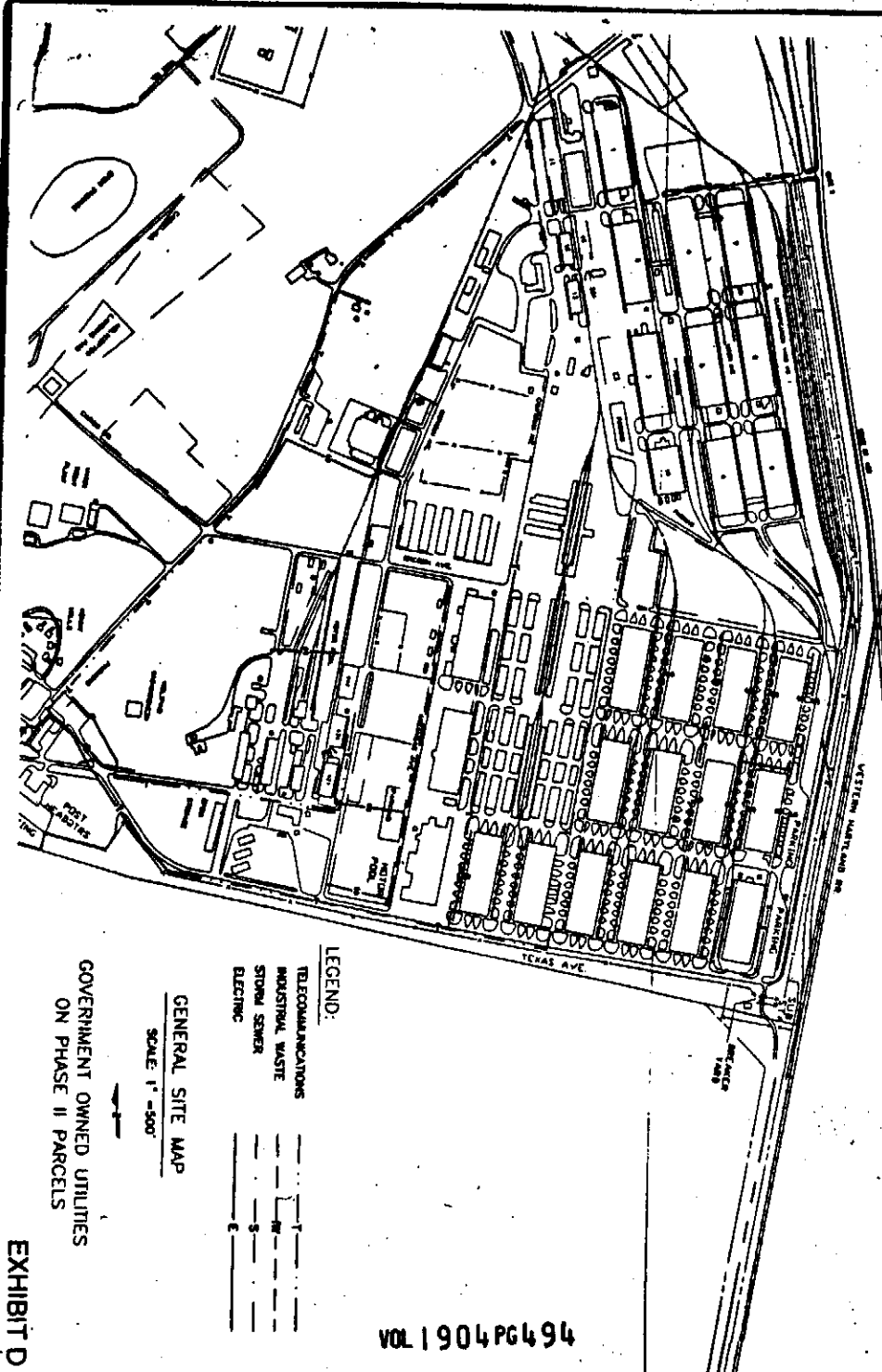
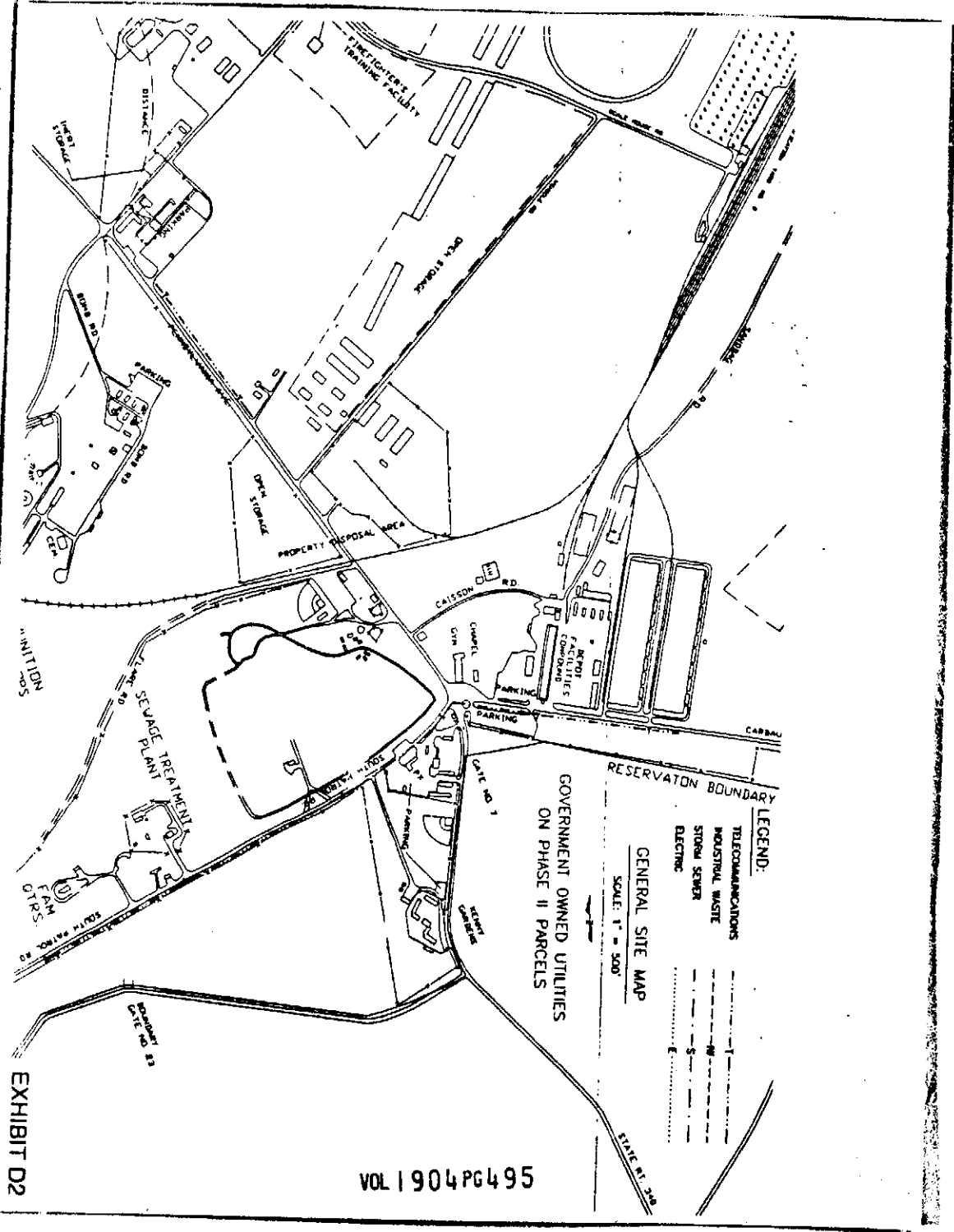


EXHIBIT D

VOL 1904 PG 494



VOL 1904 PG 495

EXHIBIT D2

Table 2
Notification of Hazardous Substance Storage, Release, and/or Disposal,^a
Phase II Parcels,
Letterkenny Army Depot,
Chambersburg, PA

Parcel Number	Building Number	Name of Hazardous Substance	Date of Storage/Disposal/Release	Remedial Actions
2-39	5	Solvents and cleaning fluids were stored and used in dip tanks.	No records of storage/use dates. ^b	None required
2-40	8	Sodium hydroxide, potassium hydroxide, sodium sulfite, morpholine, and cyclohexamine. These are corrosive liquids stored in 30-gal plastic drums. These corrosives are used as conditioners for the water used in the boiler (heating) system.	These corrosives have been stored in the boiler room at Building 8 in varying amounts between 1988 and 1998.	None required
2-50	18	Unknown quantities of alkaline materials, including soaps and decontamination fluid (DS-1).	No records of storage dates. ^b	None required
2-42	33	1. Unknown quantities of antifreeze, corrosives, desiccants, aerosol cleaners, and dry cleaning solvents. 2. Dip tanks were used to preserve metal parts for long-term storage.	1. No records of storage dates. ^b 2. Dip tanks were used between 1994 and 1998.	1. None required 2. None required
2-46	41	Electrical transformers; no records of numbers. No records as to whether transformers were PCB-containing.	No records of storage dates. ^b	None required
2-45	42	Unknown quantities of used solvents (TCA and TCE) stored in drums. Unknown quantities of metal/flux residue also stored in drums.	No records of storage dates.	Area investigated (ESE, 1987); no further action.
2-57	424	Small quantities of acetone, paint thinners, gasket remover solvent, and adhesives stored in a flammable cabinet; and a parts washer that uses PD680.	No records of storage/use dates. ^b	None required
2-58	475	Unknown quantities of argon gas.	No records of storage dates. ^b	None required

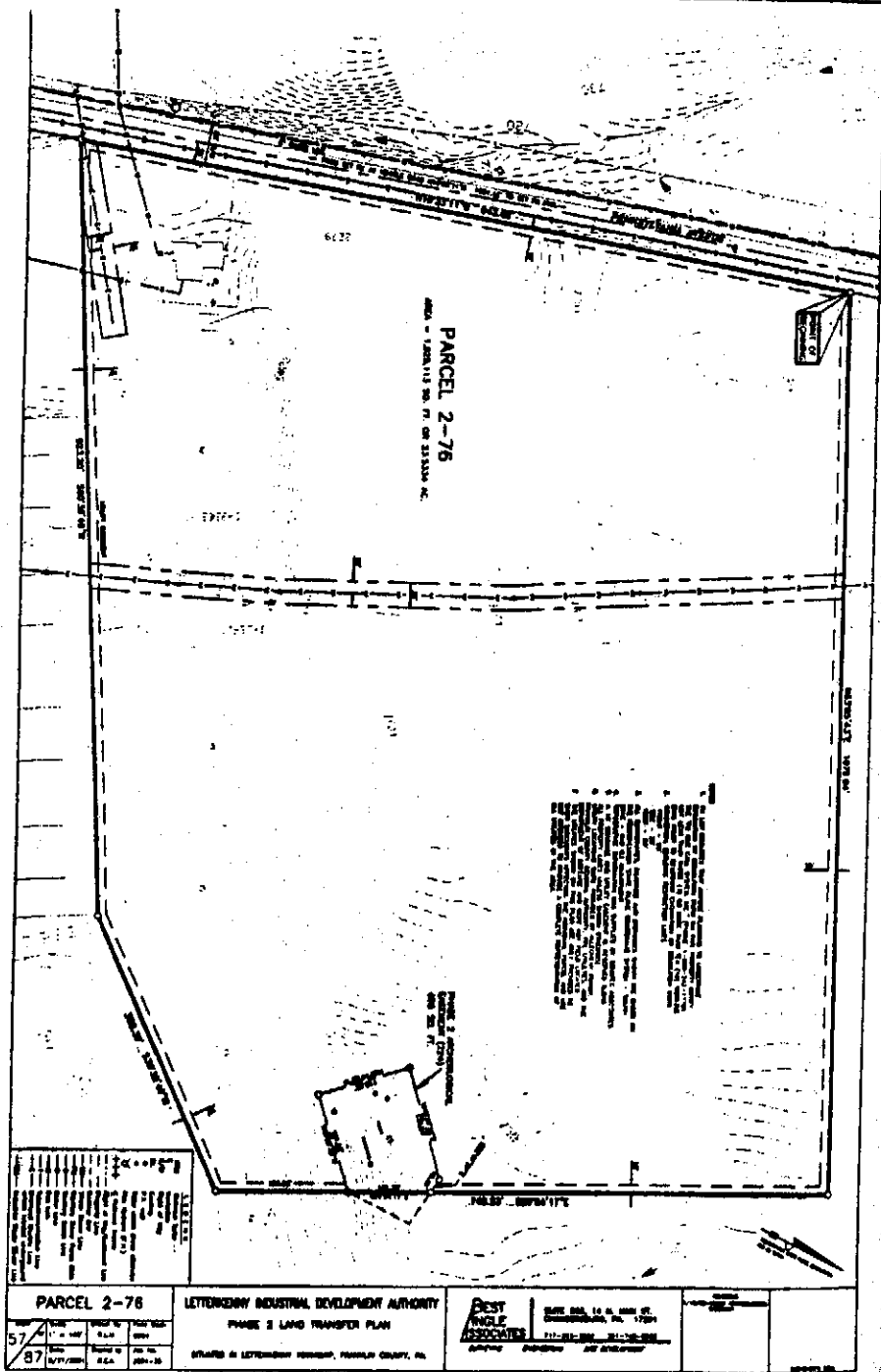
Table 2
Notification of Hazardous Substance Storage, Release, and/or Disposal,^a
Phase II Parcels,
Letterkenny Army Depot,
Chambersburg, PA
(Continued)

Parcel Number	Building Number	Name of Hazardous Substance	Date of Storage/Disposal/Release	Remedial Actions
2-58	476	Unknown quantities of acetylene gas, freon 12, and propane.	No records of storage dates. ^b	None required
2-58	477	Unknown quantities of chlorine gas.	No records of storage dates. ^b	None required
2-58	478	Unknown quantities of nitrogen gas and halon-containing fire extinguishers.	No records of storage dates. ^b	None required
2-58	479	Unknown quantities of refrigerants and fire extinguishers.	No records of storage dates. ^b	None required
2-58	480	Unknown quantities of oxygen, refrigerants, and nitrous oxide.	No records of storage dates. ^b	None required

^aThe 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.

^bHazardous substances were noted during the EBS visual survey. There are no records of how long the hazardous substances were stored and/or used.

EXHIBIT F





COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
DEPT. 280003
HARRISBURG, PA 17128-0003

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY	
State Tax Paid	-0-
Book Number	1904
Page Number	388
Date Recorded	6-25-02

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A CORRESPONDENT - All inquiries may be directed to the following person:

Name: Barley Snyder Telephone Number: _____
Street Address: 247 Lincoln Way East, Chambersburg, PA 17201 City: _____ State: _____ Zip Code: 1717 Area Code: 264-6494

B TRANSFER DATA

Grantor(s)/Lessor(s)	Grantee(s)/Lessee(s)
<u>United States of America</u>	<u>Letterkenny Industrial Development Authority</u>
Street Address: _____	Street Address: <u>4759 Innovation Way</u>
City: _____ State: _____ Zip Code: _____	City: <u>Chambersburg, PA 17201</u> State: _____ Zip Code: _____

C PROPERTY LOCATION

Street Address: numerous tracts at old Letterkenny Army Depot City, Township, Borough: Greene & Letterkenny Townships

County	School District	Tax Parcel Number
<u>Franklin</u>	<u>Chambersburg Area</u>	_____

D VALUATION DATA

1. Actual Cash Consideration <u>1.00</u>	2. Other Consideration <u>+</u>	3. Total Consideration <u>= 1.00</u>
4. County Assessed Value	5. Common Level Ratio Factor <u>x</u>	6. Fair Market Value <u>=</u>

E EXEMPTION DATA

1a. Amount of Exemption Claimed <u>100%</u>	1b. Percentage of Interest Conveyed <u>100%</u>
--	--

2. Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession _____ (Name of Decedent) _____ (Estate File Number)
- Transfer to Industrial Development Agency.
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)
- Transfers to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____
- Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed, if other than listed above.) _____

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party <u>Barley Snyder</u> By: <u>Kimberly J. Bock</u>	Date <u>6-24-2002</u>
--	--------------------------

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

VOL 1904 PG 499