



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

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Instrument Number - 201403839

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* Grantor - UNITED STATES OF AMERICA

* Grantee - LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY

* FEES

STATE WRIT TAX	\$0.50
STATE JCS/ACCESS TO JUSTICE	\$23.50
COUNTY RECORDING FEE	\$142.00
AFFORDABLE HOUSING	\$11.05
AFFORDABLE HOUSING	\$1.95
COUNTY IMPROVEMENT FEE	\$2.00
ROAD IMPROVEMENT FEE	\$3.00
CHAMBERSBURG AREA SCHOOL	\$0.00
DIST REAL TAX	
GREENE TOWNSHIP	\$0.00
TOTAL PAID	\$184.00

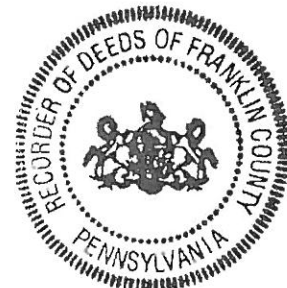
This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

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

Linda Miller
Linda Miller
Recorder of Deeds



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

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

**QUITCLAIM DEED
LETTERKENNY ARMY DEPOT
FRANKLIN COUNTY, PENNSYLVANIA
PHASE V PROPERTY**

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

WITNESSETH THAT:

WHEREAS, pursuant to the Memorandum of Agreement between the Department of the Army (hereinafter referred to as the "ARMY") and the GRANTEE dated November 5, 1998 (hereinafter the "MOA"), and amendments thereto dated July 3, 2000 and January 22, 2007, the ARMY agreed to convey in phases certain portions of the Letterkenny Army Depot, Franklin County, Pennsylvania, to the GRANTEE for economic development purposes; and

WHEREAS, the ARMY desires to convey and the GRANTEE desires to accept the conveyance of the said parcels of land collectively referred to as the Phase V conveyance of real property;

NOW, THEREFORE, the GRANTOR, for and in consideration of ONE DOLLAR (\$1.00) cash in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM unto the GRANTEE, its successors and assigns, all right, title, and interest of the GRANTOR in and to all those certain parcels of land designated as Parcel Nos. 5-100; 5-101; 5-102; 5-103; 5-104; 5-105; 5-106; 5-107; 5-108; 5-109; 5-110; 5-111; 5-112; 5-113; 5-114; 5-116; 5-117; 5-118; 5-119; 5-120; 5-121; and 5R-122-P containing approximately 82.6582 acres in total situate, lying and being in the County of Franklin, in the Commonwealth of Pennsylvania, and as more

particularly described in Exhibit A and shown on Exhibit B, both of which are attached hereto and made a part hereof (hereinafter referred to as the "Property");

SUBJECT TO all valid and existing exceptions, reservations, covenants, conditions, restrictions, and easements, including but not limited to rights-of-way for railroads, public 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 and singular the appurtenances, rights, powers and privileges thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the GRANTOR, either in law or in equity, and subject to the covenants, conditions, restrictions, and reservations of easements set forth in this deed;

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

1. Property Covered by Notice, Description, Access Rights, and Covenants Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)):

For the Property, the Grantor provides the following notice, description, and covenants and retains the following access rights:

A. Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. Section 9620(h)(3)(A)(i)(I) and (II)):

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

B. Description of Remedial Action Taken, if Any, Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)):

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

C. Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)):

Pursuant to section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)), the United States warrants that -

(a) all remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the Property has been taken before the date of this deed, and

(b) any additional remedial action found to be necessary after the date of this deed shall be conducted by the United States.

D. Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)):

The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a remedial action or corrective action is found to be necessary on the part of the United States, without regard to whether such remedial action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the United States shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for

such utility services, no fee, charge, or compensation will be due the Grantee, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

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

2. "As Is" Condition of Property

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

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

C. Nothing in this "As Is" provision shall be construed to modify or negate the GRANTOR's obligation under the "Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B))" or any other statutory or regulatory obligations.

3. Hold Harmless

A. To the extent authorized by law, the GRANTEE, for itself, its successors and assigns, covenants and agrees to indemnify and hold harmless the GRANTOR, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the covenants, conditions and restrictions contained in this deed by the GRANTEE, its successors and assigns, and (2) any and all claims, damages, judgments, losses, and costs arising out of, or in any manner predicated upon, exposure after the date of this deed to asbestos, lead-based paint, pesticides, or other condition on the Property.

B. The GRANTEE, for itself, its successors and assigns, covenants and agrees that the GRANTOR shall not be responsible for any costs associated with modification or termination of

the covenants, conditions and restrictions in this deed including, without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or pesticides.

C. Nothing in this "Hold Harmless" provision shall be construed to modify or negate the GRANTOR's obligation under the "Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B))" or any other statutory or regulatory obligations.

4. Post-Transfer Discovery of Contamination

A. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of this deed, the GRANTEE, its successors or assigns, shall be responsible for such release or threatened release of such newly discovered hazardous substance or petroleum product unless the GRANTEE, its successors or assigns is able to demonstrate that such release or threatened release of such newly discovered hazardous substance or petroleum product was due to the GRANTOR's activities, use, or ownership of the Property. If the GRANTEE, its successors or assigns believe the newly discovered hazardous substance or petroleum product is due to the GRANTOR's activities, use, or ownership of the Property, the GRANTEE, its successors or assigns shall immediately secure the site and notify the GRANTOR of the existence of the hazardous substance or petroleum product and the GRANTEE, its successors or assigns shall not further disturb or allow the disturbance of such hazardous substance or petroleum product without the prior written permission of the GRANTOR.

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

5. Notice of Potential Electronic Interference

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

6. Non-Discrimination Covenant

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

7. Environmental Protection Provisions

The GRANTEE 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 set forth in Exhibit E, which is attached hereto and made a part hereof, and shall require the inclusion of the said environmental protection provisions in all subsequent deeds, easements, transfers, leases, or of any interest, privilege, or license in, of, on, or to the Property or any portion thereof.

8. Anti-Deficiency Act

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

9. No Waiver

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

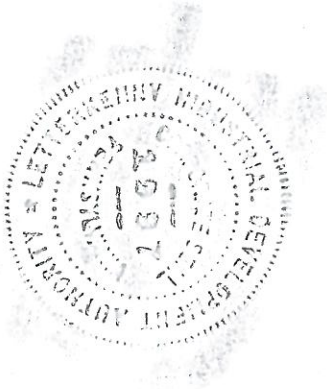
CERTIFICATE OF AUTHORITY

I, Thomas R. Donahue, certify that I am the Secretary of the Letterkenny Industrial Development Authority, that Charles H. Myers who signed the foregoing instrument on behalf of the corporation was then Chairman of the said municipal authority. I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of the said municipal authority in executing the said instrument.

Date 1/31/14



Thomas R. Donahue
Secretary
Letterkenny Industrial Development Authority



(SEAL)