

This deed was reviewed by
James K. Bemis, Attorney
U.S. Army Corps of Engineers,
Baltimore District, 2 Hopkins
Plaza, Baltimore, MD 21201

parent 09-0003-026-EX0000
new 09-00035-130A-EX0000

LetterKenny Industrial Dev. Auth.
4759 Innovation Way
Chambersburg PA 17201

**QUITCLAIM DEED
LETTERKENNY ARMY DEPOT
FRANKLIN COUNTY, PENNSYLVANIA
PHASE VII 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 the provisions of Section 2905(b)(4)(A) 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-REM-I, 2 Hopkins Plaza, Baltimore, MD 21201, 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, Pennsylvania 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, January 22, 2007 and April 4, 2014, 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 VII 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. 7-130 and 7-131 containing approximately 8.8507 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 Exhibit C, 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, pesticides, or other condition on the Property.

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. Notification of Petroleum or Petroleum Product Storage, Release or Disposal

The GRANTEE is hereby provided the summary of the storage, release, or disposal of petroleum or petroleum products on the Property attached hereto as Exhibit "D" and made a part hereof. Said summary is based on the best information available to the Department of the Army and believed to be correct but no warranty as to completeness or accuracy is provided with respect thereto.

5. Post-Transfer Discovery of Contamination

A. If a release or threatened release of a hazardous substance is discovered on the Property after the date of this deed, the GRANTEE, its successors or assigns, shall be responsible for such newly discovered release or threatened release of a hazardous substance unless the GRANTEE, its successors or assigns is able to demonstrate that such release or threatened release of a hazardous substance was due to the GRANTOR's activities, use, or ownership of the Property. If the GRANTEE or its successors or assigns believe the newly discovered hazardous substance is due to the GRANTOR's activities, use, or ownership of the Property, the GRANTEE or its successors or assigns shall immediately secure the site and notify the GRANTOR of the existence of the release or threatened release of the hazardous substance and the GRANTEE or its successors or assigns shall not further disturb or allow the disturbance of such hazardous substance 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 releases the GRANTOR from any liability or responsibility for any claims arising solely out of the release or threatened release of any hazardous substance on the Property occurring after the date of this deed where such hazardous substance was placed on the Property by the GRANTEE, or its successors, assigns, employees, invitees, agents, contractors, or any person other than

the Grantor after the date of this deed. This "Post-Transfer Discovery of Contamination" 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 obligations under the "Covenant Pursuant to Sections 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))."

6. Notice of Potential Electronic Interference

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

7. Non-Discrimination Covenant

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

8. 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 grant of any interest, privilege, or license in, of, on, or to the Property or any portion thereof.

9. 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.

10. No Waiver

The failure of the GRANTOR to insist in any one or more instances upon timely or complete performance of any obligation of the Grantee or its successors or assigns required by the covenants, conditions, or 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 in accordance with the said covenants, conditions and restrictions and all such obligations of the GRANTEE, its successors and assigns shall continue in full force and effect.

CERTIFICATE OF AUTHORITY

I, Garry E. Gontz 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 6-15-2020

Garry E. Gontz

Garry E. Gontz

Secretary

Letterkenny Industrial Development Authority

(SEAL)

EXHIBIT A

**LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY
PHASE 7 ~ LAND TRANSFER
METES & BOUNDS DESCRIPTION
PARCEL 7-130**

All that certain parcel of land being situated in Greene Township, Franklin County, Pennsylvania being more fully shown on a drawing of Parcel 7-130 for Letterkenny Industrial Development Authority, Phase 7 Land Transfer Plan Drawing No. 16-35, dated June 16, 2016, most recently revised July 8, 2016, Sheet 2 of 3 by Dennis E. Black Engineering Inc. being more particularly described as follows:

Beginning at a set magnetic nail on the eastern right of way line of Arkansas Avenue (50 feet wide) at a corner in common with Parcel 5-106, said set magnetic nail having the PA State Plane Coordinate of North 239,135.48 ' East 1,999,580.56'; thence along said eastern right of way line of Arkansas Avenue N 23° 34' 28" E a distance of 706.02' to a set magnetic nail on the eastern right of way line of Arkansas Avenue at a corner in common with Parcel 6-131; thence along said Parcel 6-131 S 66° 25' 32" E a distance of 280.18' to a set magnetic nail on the western right of way line of Advantage Avenue (50 feet wide) at a corner in common with said Parcel 6-131; thence along said western right of way line of Advantage Avenue S 23° 34' 28" W a distance of 700.55' to an existing magnetic nail on the said western right of way line of Advantage Avenue at a corner in common with Parcel 5-106; thence along said Parcel 5-106 N 67° 32' 40" W a distance of 280.24' to a set magnetic nail; which is the point of beginning.

Containing 197,047 Square Feet or 4.5236 Acres

EXHIBIT A

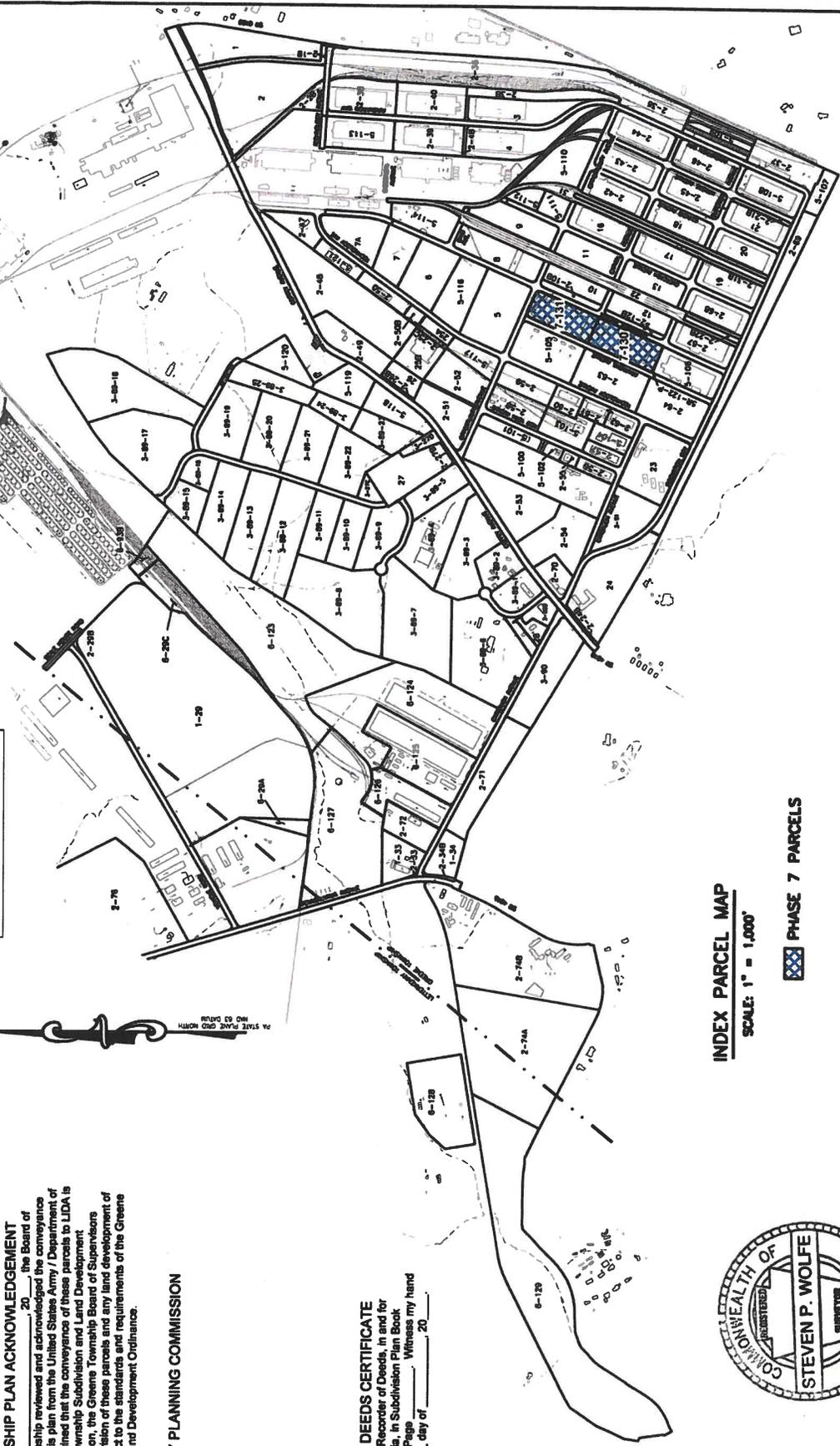
**LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY
PHASE 7 ~ LAND TRANSFER
METES & BOUNDS DESCRIPTION
PARCEL 7-131**

All that certain parcel of land being situated in Greene Township, Franklin County, Pennsylvania being more fully shown on a drawing of Parcel 7-131 for Letterkenny Industrial Development Authority, Phase 7 Land Transfer Plan Drawing No. 16-35, dated June 16, 2016, most recently revised July 8, 2016, Sheet 3 of 3 by Dennis E. Black Engineering Inc. being more particularly described as follows:

Beginning at a set magnetic nail on the eastern right of way line of Arkansas Avenue (50 feet wide) at a corner in common with Parcel 6-130, said set magnetic nail having the PA State Plane Coordinate of N 239,782.58; E 1,999,862.93; thence along the said eastern right of way line of Arkansas Avenue N 23° 34' 28" E a distance of 635.19' to an existing magnetic nail on the said eastern right of way line of Arkansas Avenue at the beginning of the right of way intersection radius with Opportunity Avenue; thence along the intersection right of way radius with a curve turning to the right with an arc length of 62.83', with a radius of 40.00', with a chord bearing of N 68° 34' 28" E, with a chord length of 56.57' to an existing magnetic nail on the southern right of way line of said Opportunity Avenue (50 feet wide); thence along the said southern right of way line of Opportunity Avenue S 66° 25' 32" E a distance of 200.18' to a set magnetic nail on the southern right of way line of Opportunity Avenue at the beginning of the intersection radius with Advantage Avenue; thence along the intersection right of way radius with a curve turning to the right with an arc length of 62.83', with a radius of 40.00', with a chord bearing of S 21° 25' 32" E, with a chord length of 56.57' to a drill hole on the western right of way line of Advantage Avenue; thence along said western right of way line of Advantage Avenue (50 feet wide) S 23° 34' 28" W a distance of 635.19' to a set magnetic nail on the said western right of way line of Advantage Avenue at a corner in common with Parcel 6-130; thence along said Parcel 6-130 N 66° 25' 32" W a distance of 280.18' to a set magnetic nail; which is the point of beginning.

Containing 188,489 Square Feet or 4.3271 Acres

EXHIBIT B



INDEX PARCEL MAP
SCALE: 1" = 1,000'

PHASE 7 PARCELS

GREENE TOWNSHIP PLAN ACKNOWLEDGEMENT
At a public meeting held on _____, 20____, the Board of Supervisors of Greene Township reviewed and acknowledged the conveyance of the parcels depicted on this plan from the United States Army / Department of Defense to LIDA and determined that the conveyance of these parcels to LIDA is not subject to the Greene Township Subdivision and Land Development Ordinance. In taking this action, the Greene Township Board of Supervisors noted that any further subdivision of these parcels and any land development of these parcels shall be subject to the standards and requirements of the Greene Township Subdivision and Land Development Ordinance.

FRANKLIN COUNTY PLANNING COMMISSION

RECORDER OF DEEDS CERTIFICATE
Recorded in the office of the Recorder of Deeds, in and for Franklin County, Pennsylvania, in Subdivision Plan Book _____, Volume _____, Page _____. Witness my hand and seal of office this _____ day of _____, 20____.

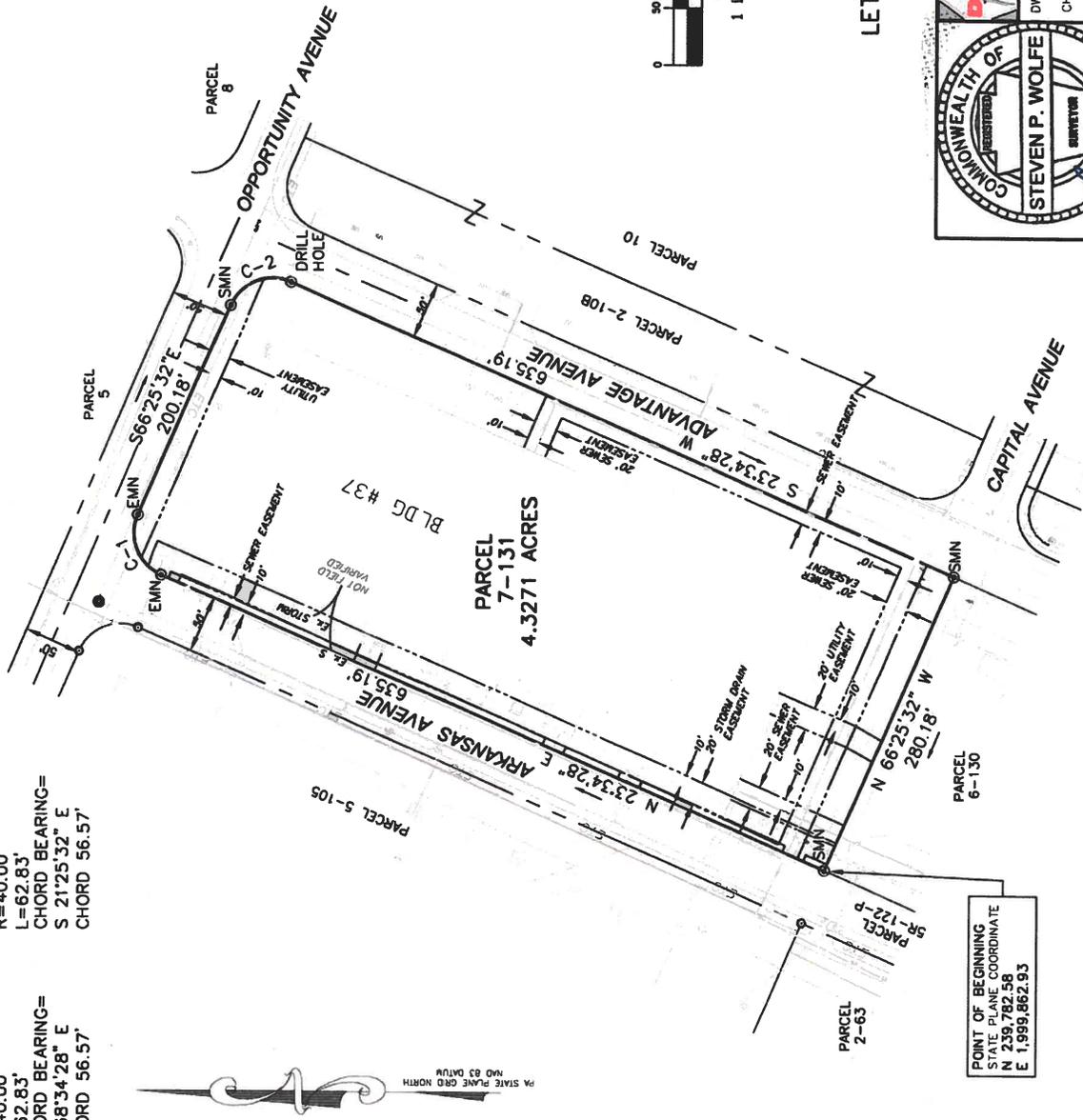


**SUBDIVISION OF
LANDS OF THE UNITED STATES OF AMERICA
TO BE CONVEYED TO
LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY
SITUATED IN GREENE AND LETTERKENNY TOWNSHIPS, FRANKLIN COUNTY, PA.**

REVISED: JULY 9, 2016 SPW
SEPTEMBER 1, 2016 SPW

C-1
 R=40.00'
 L=62.83'
 CHORD BEARING=
 N 68°34'28" E
 CHORD 56.57'

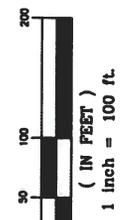
C-2
 R=40.00'
 L=62.83'
 CHORD BEARING=
 S 21°25'32" E
 CHORD 56.57'



1. THIS SITE IS NOT LOCATED WITHIN AN AGRICULTURAL DISTRICT.
2. PA LAW REQUIRES THAT ANYONE PLANNING TO UNDERTAKE EXCAVATION OR DEMOLITION WORK ON THIS SITE NOTIFY THE "PA ONE CALL SYSTEM, INC. (1-800-242-1776) NOT LESS THAN THREE (3) BUSINESS DAYS PRIOR TO BEGINNING EXCAVATION OR DEMOLITION WORK.
3. ANY PARCEL PROPOSED FOR BUILDING IS SUBJECT TO BUILDING ZONING ORDINANCE AS PER THE CURRENT GREENE TOWNSHIP ZONING ORDINANCE.
4. THE COORDINATES SHOWN ON THIS PLAN ARE BASED ON THE CURRENT STATE PLANE COORDINATE SYSTEM. THE BEARING DATUM IS BASED ON THE STATE PLANE GRID NORTH AND THE DISTANCES ARE ACTUAL GROUND DISTANCES. TO CONVERT THESE GROUND DISTANCES TO STATE PLANE DISTANCES, A SCALE FACTOR OF 0.9999566 MUST BE APPLIED.
5. STATE PLANE COORDINATES SHOWN ON THIS PLAN ARE FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE USED TO RE-ESTABLISH PROPERTY LINES.
6. THE TOPOGRAPHY HEREON SHOWN WAS PROVIDED TO LDA BY BENATEC ASSOCIATES DATED AUGUST 1994.
7. THE HORIZONTAL SURVEY DATA SHOWN ON THIS PLAN IS BASED ON, AND EXPANDED FROM LAND TRANSFER PLANS OF PREVIOUS PHASES. A FIELD SURVEY HAS BEEN CONDUCTED BY DENNIS E. BLACK AND CORRELATE THE SURVEY DATA AND EXISTING MONUMENTATION.
8. A TEN (10) FOOT DRAINAGE AND UTILITY EASEMENT IS RESERVED FOR THE USE OF THE INDIVIDUALS WHOSE INTERESTS ADJOINING PARCELS. RESERVATIONS THAT MAY BE APPLICABLE FROM ADJOINING PARCELS.
9. UTILITY LOCATIONS WERE PROVIDED BY THE MENTIONED TOPOGRAPHY SOURCE AND MAY NOT BE FIELD LOCATED BY DENNIS E. BLACK ENGINEERING, INC.
10. THE UTILITIES SHOWN ON THIS PLAN ARE ONLY PROVIDED TO SHOW EASEMENTS PERTAINING TO INDIVIDUALS WHOSE INTERESTS ADJOINING PARCELS. THIS PLAN IS NOT INTENDED TO PROVIDE A COMPLETE REPRESENTATION OF ALL UTILITIES IN THE AREA.

LEGEND

RRS	Railroad Spike
C	Centerline
R.O.W.	Right of Way
EX	Existing
EIP	Existing Iron Pin
SP	Salt Iron Pin
SMN	Survey Monument Nail
SMN	Salt Magnitude Nail
SMN	Iron Pin unless shown otherwise
●	Existing Monitoring Well
●	Borehole
FA	Fire Hydrant (F.H.)
+	Railroad Tracks
---	Right of Way/Easement Line
---	Property Line
---	Sanitary Sewer Line
---	Storm Sewer Line
---	Sanitary Sewer Force Main
---	Water Line
---	Gas Line
---	Underground Conduit
---	Underground Utility Line unless labeled underground
---	Industrial Waste Sewer Line



LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY
 PHASE 7 LAND TRANSFER PLAN
 SITUATED IN GREENE TOWNSHIP, FRANKLIN COUNTY, PA

DENNIS E. BLACK ENGINEERING, INCORPORATED
 ENGINEERING-SURVEYING-PLANNING
 2400 PHILADELPHIA AVENUE
 CHAMBERSBURG, PA 17201

CLIENT NO. 160059
 DWN. C.M.A. 3366
 DATE 6/16/16
 AUTOCAD DRAWING REF. NUMBER 160059
 APP. *[Signature]*
 CHK. S.W. *[Signature]*



PARCEL 7-131	SHEET 3 OF 3
DRAWING NO.	16-35
SCALE	1"=100'

REMOVED: JULY 8, 2016

POINT OF BEGINNING
 STATE PLANE COORDINATE
 N 239,782.58
 E 1,999,862.93

EXHIBIT C

**Notification of Hazardous Substance Storage, Release, and/or Disposal,^a
Phase VII BRAC Parcels,
Letterkenny Army Depot, Chambersburg, PA**

Parcel Number	Building/Facility Number	Name of Hazardous Substance	Date of Past Storage/Disposal/Release	Remedial Action
7-130	47	<u>Current Storage (Building Interior):</u> 5x 55-gallon drums ROYCO Hydraulic Fluid 2x 55-gallon drums Sherwin Williams Urethane Reducer 2x 55-gallon drums Mobil Type F Automatic Transmission Fluid 1x 55-gallon drum Ultra Clear Antifreeze 1x 55-gallon drums Dry Paint-Related Waste (D006, D007) 1x 55-gallon drums Solvent-Contaminated Waste (D005, D006, D007, D008, D009, D011, D018, D035, F001, F002, F003, F005) 1x 55-gallon drum Ecolink Positron Ultra High Purity Dielectric Solvent	No documented storage or reportable releases.	None required.
7-130	47-1	<u>Storage:</u> None.	No documented storage or reportable releases.	None required.

EXHIBIT C

**Notification of Hazardous Substance Storage, Release, and/or Disposal^a
Phase VII BRAC Parcels (continued)**

Parcel Number	Building/Facility Number	Name of Hazardous Substance	Date of Past Storage/Disposal/Release	Remedial Action
7-131	37	<p><u>Past Storage:</u> RCRA wastes, including waste oil, flammable liquids, and solvents (chlorinated and non-chlorinated) stored on concrete pad on east side of Building 37.^b</p> <p><u>Current Storage (Building Exterior):</u> Dyed Kerosene – Two ASTs (1,000 and 500 gallons)</p> <p><u>Current Storage/Accumulation (Building Interior):</u> 2x 55-gallon drums Dry Paint-Related Waste (D006, D007)^d 1x 330-gallon tote Ultra Clear Antifreeze 2x 55-gallon drums Paint & Thinner (D001, D035, F001, F005) 1x 55-gallon drum Spill Residue/Floor Sweepings (D006) 1x 55-gallon drum Paint Booth Filters (D001) 6x 300-pound Quick Strip Plastic Resin 1x 55-gallon drum Antifreeze (D008) 2x 55-gallon drums Solvent-Contaminated Waste (D005, D006, D007, D008, D009, D011, D018, D035, F001, F002, F003, F005) 3x 55-gallon drums ROYCO Hydraulic Fluid 2x 55-gallon drums Mobil Type F Automatic Transmission Fluid 1x 55-gallon drum Silicone Brake Fluid</p>	<p><u><1993:</u> Storage of drums of RCRA wastes at Building 37 East. Exceeded 90-day storage limit.^b</p> <p><u>1994-1995:</u> Leaking IWWS lines released unknown quantity of wastewater into soil.^c</p>	<p>RCRA Closure Plan prepared in 1993. RCRA closure conducted in May 1994 (EQM, 1995). Additional sampling conducted to further characterize soil contamination as part of RI/RA. RCRA Closure completed February 2011 (WESTON, 2011).</p> <p>IWWS lines repaired/replaced in 1995 and cleaned/leak-tested in 2004 and 2005. A large portion of IWWS force main was abandoned in 2006. Prior to new force main being installed in 2010, wastewater from Building 37 was containerized and treated at the IWTP at LEAD.</p>
7-131	37-1	<p><u>Current/Past Storage:</u> None.</p>	<p>No documented storage or reportable releases.</p>	<p>None required.</p>

EXHIBIT C

Notification of Hazardous Substance Storage, Release, and/or Disposal^a
Phase VII BRAC Parcels (continued)

Notes:

^a 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 substances 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 Code of Federal Regulations (CFR) Part 373.

^b RCRA closure activities were conducted at the Drum Storage Area east of Building 37 in May 1994 in accordance with the approved closure plan (WESTON, 1993). The results of the closure activities are provided in the 1995 Closure Report (EQ, 1995b). Closure activities included inspection of the pad for evidence of stained surface soils, collection of surface and subsurface soil samples, and collection of a sediment sample from an adjacent storm drain. No visual evidence of stained soil was found; however, soil samples collected during the closure activities at the Drum Storage Area east of Building 37 indicated concentrations of total petroleum hydrocarbons (TPH) and limited semi-volatile organic compounds (SVOCs) above established regulatory criteria (EQ, 1995b).

Because of the presence of chemicals above regulatory criteria, it was determined at that time that the Drum Storage Area east of Building 37 could not be certified closed until remedial actions were completed. Therefore, a Remedial Action Plan (RAP) (EQM, 1995) was prepared in 1995 to further characterize the site and to satisfy the Pennsylvania Department of Environmental Protection (PADEP) closure requirements. The Remedial Action Plan consisted of screening of alternatives, selection of a recommended remedial action alternative, and identified additional characterization needs in order to fully evaluate the site.

To characterize the site, PADEP agreed to use SVOC analyses rather than TPH as specified in the Remedial Action Plan. The RCRA closure activities for the Drum Storage Area east of Building 37 were conducted in accordance with the Remedial Action Plan (EQM, 1995) and the Base Realignment and Closure (BRAC) RCRA Tech Plan for SE OU 8 sites (WESTON, 2006c LKD.RT-285).

In lieu of implementing the remedial action discussed in the RAP for the Drum Storage Area east of Building 37, the data from the RI were evaluated using a Screening Level Risk Assessment (SLRA) under the CERCLA program to determine if remedial action was warranted. RCRA closure of the Drum Storage Area East of Building 37 was documented in the final RI/RA for the Building 37 Site and Building 47 (WESTON, 2011).

^c The Building 37 Site was a source of groundwater contamination due to releases from leaking IWWS lines, which were repaired in 1995 and investigated again in 2005. A final RI/RA for the IWWS System Lines was completed in October 2008 (WESTON, 2008b). To support transfer of the parcel to Letterkenny Industrial Development Authority (LIDA) for commercial/industrial use (as defined by LIDA's Final Reuse Plan), the IWWS system servicing Building 37 was cleaned, leak tested, and the unused portions of the system were removed from service. All portions of the IWWS system that remained in service to support the new mission passed the leak testing. In addition, a final Focused Feasibility Study (FFS) for SE OU 10 was completed to address volatile organic compound (VOC) contamination in groundwater in the SE Area (WESTON, 2003 LKD.RT-237) and a final ROD was signed for SE OU 10 in 2006 (WESTON, 2006a LKD.RT-274). The RI/RA for the Building 37 Site and Building 47 indicated the site is currently suitable for commercial/industrial use (WESTON, 2011). A final ROD was signed for the Building 37 Site in 2014. The selected remedy included land use controls to restrict the use of the site to commercial/industrial (WESTON, 2014).

EXHIBIT C

**Notification of Hazardous Substance Storage, Release, and/or Disposal^a
Phase VII BRAC Parcels (continued)**

^d U.S. Environmental Protection Agency (EPA) Waste Codes: D001 (ignitable waste), D005 (waste containing barium), D006 (waste containing cadmium), D007 (waste containing chromium), D008 (waste containing lead), D011 (waste containing silver), D018 (waste containing benzene), D035 (waste containing methyl ethyl ketone),

F001—The following spent halogenated solvents used in degreasing: Tetrachloroethylene, methylene chloride, 1,1,1-trichloroethane, carbon tetrachloride, and chlorinated fluorocarbons; all spent solvent mixtures/blends used in degreasing containing, before use, a total of 10% or more (by volume) of one or more of the above halogenated solvents or those solvents listed in F002, F004, and F005; and still bottoms from the recovery of these spent solvents and spent solvent mixtures.

F002— The following spent halogenated solvents: Tetrachloroethylene, methylene chloride, 1,1,1-trichloroethane, chlorobenzene, 1,1,2-trichloro-1,2,2-trifluoroethane, ortho-dichlorobenzene, trichlorofluoromethane, and 1,1,2-trichloroethane; all spent solvent mixtures/blends containing, before use, a total of 10% or more (by volume) of one or more of the above halogenated solvents or those solvents listed in F001, F004, or F005; and still bottoms from the recovery of these spent solvents and spent solvent mixtures.

F003— The following spent halogenated solvents: Xylene, acetone, ethyl acetate, ethyl benzene, ethyl ether, methyl isobutyl ketone, n-butyl alcohol, cyclohexanone, and methanol; all spent solvent mixtures/blends containing, before use, a total of 10% or more (by volume) of one or more of the above halogenated solvents or those solvents listed in F001, F002, F004, and F005; and still bottoms from the recovery of these spent solvents and spent solvent mixtures.

F005—The following spent non-halogenated solvents: Toluene, methyl ethyl ketone, carbon disulfide, isobutanol, pyridine, benzene, 2-ethoxyethanol, and 2-nitropropane; all spent solvent mixtures/blends containing, before use, a total of 10% or more (by volume) of one or more of the above non-halogenated solvents or those solvents listed in F001, F002, or F004; and still bottoms from the recovery of these spent solvents and spent solvent mixtures.

AST = aboveground storage tank
IWWS = industrial wastewater sewer
LEAD = Letterkenny Army Depot
RCRA = Resource Conservation and Recovery Act
RI/RA = remedial investigation/risk assessment

EXHIBIT D

**Notification of Petroleum Product Storage, Release, and/or Disposal,^a
Phase VII BRAC Parcels,
Letterkenny Army Depot, Chambersburg, PA**

Parcel Number	Building/Facility Number	Name of Petroleum Product	Date of Past Storage/Disposal/Release	Remedial Action
7-130	47	<u>Current Storage (Building Exterior):</u> 1x 500-gallon Heating Oil AST 1x 300-gallon Heating Oil AST 18x Diesel Generators (stored wet) <u>Current Storage (Building Interior):</u> 2x 55-gallon drums John Deere Break-In Engine Oil 1x 55-gallon drum 15W-40 Engine Oil	2011: A portable secondary containment unit that contained a small amount of waste oil filled up with rain water and ran over onto the macadam and into the storm drain.	Absorbent socks and a drain cover placed at storm drain to prevent additional oil from entering drain. Water and oil on macadam collected with vacuum truck. A boom was placed across downstream outfall. A letter was sent to PADEP in May 2011 to report the spill.
7-130	47-1	<u>Storage:</u> Heating oil – One 250 gallon AST	No documented reportable releases.	None required.
7-131	37	<u>Past Storage:</u> Diesel – 2 USTs (Removed in 1992) ^b Gasoline – 1 UST (Removed in 1992) Heating Oil – 1 AST (8,000 gallons) <u>Current Storage (Building Exterior):</u> 1x 10,000-gallon Heating Oil UST (empty/not in use). 1x 5,000-gallon Heating Oil UST 2x 1,000-gallon Diesel ASTs 1x 520-gallon Diesel AST 1x 500-gallon Diesel AST 1x 100-gallon Liquid Propane Gas AST 18x Diesel Generators (stored wet) <u>Current Storage (Building Interior):</u> 1x 55-gallon drum 15W-40 Engine Oil 1x 55-gallon drum 80W-90 Gear Oil	1992: 2,000-gallon diesel UST and piping was found to be leaking. ^b	The return line was replaced immediately upon discovering the leak in 1992. The UST and associated piping was removed and replaced with an AST in 1996. Some of the surrounding diesel-contaminated soils were removed with the UST; however, not all of the contaminated soil could be removed due to the high potential for infrastructure damage (WESTON, 2011).

EXHIBIT D

**Notification of Petroleum Product Storage, Release, and/or Disposal^a
Phase VII BRAC Parcels,
Letterkenny Army Depot, Chambersburg, PA (Continued)**

Parcel Number	Building/Facility Number	Name of Petroleum Product	Date of Past Storage/Disposal/Release	Remedial Action
7-131	37-1	<u>Past Storage:</u> None <u>Current Storage:</u> None	No documented storage or reportable releases.	None required.

Notes:

^a Army Materiel Command (AMC) policy for notification includes amounts of petroleum in excess of 55 gallons either stored for greater than 1 year or released (AMC, 2000).

^b The Building 37 site was a source of groundwater contamination due to releases from a past diesel fuel release from a leaking return line for a UST. The leak in the return line for the UST was discovered in 1992 and immediately replaced. The UST was then removed and replaced with an AST in 1996. The remedial investigation/risk assessment (RI/RA) for the Building 37 Site and Building 47 indicated the site is currently suitable for commercial/industrial use (WESTON, 2011). A final Record of Decision (ROD) was signed for the Building 37 Site in 2014. The selected remedy included land use controls to restrict the use of the site to commercial/industrial (WESTON, 2014).

- AST = aboveground storage tank
- PADEP = Pennsylvania Department of Environmental Protection
- UST = underground storage tank

EXHIBIT E

ENVIRONMENTAL PROTECTION PROVISIONS

A. LAND USE RESTRICTIONS

1. Commercial or Industrial Land Use Covenant

The GRANTEE hereby covenants and agrees for itself, its successors and assigns to use the Property only for commercial or industrial purposes. Commercial and industrial purposes do not include single family or multi-family residences; child care facilities; nursing home or assisted living facilities; and any type of educational facility for children or young adults in grades kindergarten through 12.

2. Ground Water Notice and Covenant

The GRANTEE is hereby informed and does acknowledge that the ground water under the Property has low levels of volatile organic compound (VOC) contamination. The GRANTEE hereby covenants and agrees for itself, its successors and assigns, to not access or use ground water underlying the Property for potable purposes without the prior written approval of the Department of the Army, the U.S. Environmental Protection Agency (EPA), and the Pennsylvania Department of Environmental Protection (PADEP). For the purpose of this restriction, "ground water" shall have the same meaning as in section 101(12) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended.

3. Ground Water Monitoring Wells Notice and Covenant

The GRANTEE is hereby informed and does acknowledge the presence of the following ground water monitoring wells on the Property, as indicated on the map attached hereto as Exhibit F:

Parcel 7-131:

96-37-6
96-37-7
96-37-10
96-37-11
97-37-24
98-37-25
UST-1
UST-2
UST-3
UST-4

Parcel 7-130:

93-2
96-37-3
97-37-22
97-37-23

The GRANTEE covenants and agrees for itself, its successors and assigns to not disturb, or permit others to disturb, the said monitoring wells without the prior written approval of the Department of the Army, EPA, and PADEP. Upon the GRANTOR's determination that one or more of the said monitoring wells is no longer necessary, the GRANTOR shall close such well or wells at the GRANTOR's sole cost and expense in accordance with applicable laws, regulations, and ordinances.

4. Vapor Intrusion Pathway Restriction

The GRANTEE is hereby informed and does acknowledge that as a result of the low levels of VOC contamination in the groundwater underlying the Property, the potential for a complete vapor intrusion pathway exists in buildings without a site-specific vapor intrusion evaluation and the inclusion of mitigation systems where appropriate. The GRANTEE covenants and agrees for itself, its successors and assigns that prior to completing renovations that would change the vacuum field under the slab at the Building 37 Site or that would increase the building footprint at Building 47, or prior to occupying any new buildings at the Site, the GRANTEE shall perform one of the following three tasks: 1) renovate, as necessary, the existing sub-slab depressurization system at Building 37; 2) install an engineered vapor barrier or other vapor mitigation system in any new building constructed on the Property; or 3) perform a site-specific evaluation of the potential for vapor intrusion at the renovated Building 47 or at any new buildings on the Property in accordance with a plan approved by EPA and PADEP. In the event that the site-specific evaluation indicates indoor air concentrations are equal to or exceed applicable EPA acceptable risk criteria at the renovated Building 47 or at any new buildings, the GRANTEE shall install, maintain, and monitor an engineered vapor barrier or other vapor mitigation system. If the site-specific evaluation indicates the potential for vapor intrusion but indoor air concentrations do not equal or exceed EPA acceptable risk criteria, the GRANTEE may install an engineered mitigation system or regularly sample indoor air to determine if vapor intrusion is occurring. Any engineered mitigation or monitoring system will be designed, installed, and monitored, as necessary, in accordance with an EPA and PADEP-approved plan that is compliant with federal, state, and local laws and regulations.

5. Modification or Termination of Land Use Restrictions

Nothing contained herein shall preclude the GRANTEE, its successors or assigns from undertaking, in accordance with applicable laws and regulations and without any cost to the GRANTOR, such environmental response or corrective action as would be necessary to allow a use of the Property otherwise prohibited by the land use restrictions set forth herein. Prior to any such use of the Property, the GRANTEE shall consult with and obtain the approval of the GRANTOR and the appropriate regulatory agency or agencies. Upon the GRANTEE obtaining the approval of the GRANTOR and the appropriate regulatory agency or agencies, the GRANTOR agrees to prepare and execute an instrument modifying or terminating, as appropriate, the land use restrictions set forth herein. The recordation of any such instrument shall be the responsibility of the GRANTEE and shall be accomplished at no additional cost to the GRANTOR.

6. Annual Reviews of Land Use Restrictions

The GRANTEE shall conduct annual reviews of the land use restrictions set forth herein, beginning on the one-year anniversary of the date of this deed and continuing until all such restrictions are terminated by the GRANTOR, to ensure compliance with the restrictions and that the restrictions remain protective of human health and the environment.

B. NOTICE OF THE PRESENCE OF ASBESTOS – WARNING!

The GRANTEE is warned that the Property contains non-friable asbestos or asbestos-containing material (“ACM”). The ACM on the Property does not currently pose a threat to human health or the environment because all friable asbestos that posed an unacceptable risk to human health has been removed or encapsulated. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the U.S. Occupational Safety and Health Administration (OSHA) and the 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.

The GRANTEE covenants and agrees that, in its use and occupancy of the Property, it will comply with all applicable laws and regulations relating to asbestos and ACM and to be responsible for any future remediation of asbestos and/or ACM, including asbestos and/or ACM in or on buried pipelines, found to be necessary under applicable laws or regulations.

Any description of the Property or other information relating to the condition of the Property provided by the GRANTOR to the GRANTEE is based on the best information available to the Department of the Army and is believed to be correct, but an error or omission, including, but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for any claim by the GRANTEE against the GRANTOR.

The GRANTEE acknowledges that it has been invited, urged, and cautioned to inspect the Property prior to accepting the conveyance herein. More particularly, the GRANTEE acknowledges that it has been invited, urged, and cautioned to inspect the Property as to its asbestos and ACM 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 or ACM hazards or concerns.

No warranties, either express 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 ACM or is or is not safe for a particular purpose. The failure of the Grantee to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand against the GRANTOR.

The GRANTOR assumes no liability for damages for personal injury, illness, disability, or death, to the GRANTEE, or to the GRANTEE's successors, assigns, employees, invitees, or any other person subject to GRANTEE's control or direction, 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 that is the subject of the conveyance herein, whether the GRANTEE, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

The GRANTEE further agrees to indemnify and hold harmless the Department of the Army, 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.

C. LEAD-BASED PAINT NOTICE AND COVENANT

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-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. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

The GRANTEE is hereby informed and does acknowledge that Buildings 37, 37-1, 47, and 47-1 are known or presumed to contain lead-based paint.

The following records or reports available to the GRANTOR pertaining to lead-based paint and lead-based paint hazards on the Property have been provided to the GRANTEE:

- *Lead-Based Paint Survey—Letterkenny Army Depot*. Dames and Moore, 1996.
- *Phase I Environmental Baseline Survey for Letterkenny Army Depot, BRAC 95 Action*. WESTON, 1996. LKD.RT-124.

The GRANTEE hereby affirms receipt of the records or reports identified herein and the lead hazard information pamphlet required under 15 U.S.C. § 2696.

The GRANTEE hereby acknowledges that it has conducted or has had the opportunity to conduct the risk assessment or inspection required by 24 C.F.R. § 35.90(a) with regard to the Property. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the condition of the Property with regard to lead-based paint and lead-based paint hazards.

The GRANTEE hereby covenants and agrees for itself, its successors and assigns that it shall not permit the occupancy or use of any buildings or structures on the Property as a “residential dwelling”, as defined in 24 C.F.R. § 35.86, without complying with all applicable laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of any building or structure on the Property where its use subsequent to the conveyance herein is intended for residential habitation, the GRANTEE specifically agrees to perform, at its sole expense, the GRANTOR’s abatement responsibilities under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992), as amended.

D. PESTICIDE NOTICE AND COVENANT

The GRANTEE is hereby notified and does acknowledge that registered pesticides have been applied to the Property and may continue to be present thereon. The GRANTOR and GRANTEE know of no use of any registered pesticide in a manner (1) inconsistent with its labeling or with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) (7 U.S.C. §136, et seq.) and other applicable laws and regulations, or (2) not in accordance with its intended purpose.

The GRANTEE hereby covenants and agrees for itself, its successors and assigns that if the GRANTEE takes any action with regard to the Property, including demolition of structures or any disturbance or removal of soil that may expose, or cause a release of, a threatened release of, or an exposure to any such pesticide, the GRANTEE assumes all responsibility and liability therefore.

E. FEDERAL FACILITY AGREEMENT

The GRANTEE is hereby informed and acknowledges that the Property is located within the Southeastern (SE) Area National Priorities List (NPL) site under CERCLA. The GRANTEE acknowledges that the GRANTOR has provided it with a copy of the Letterkenny Army Depot Federal Facility Agreement (FFA) dated February 3, 1989. For so long as the FFA remains in effect, the GRANTEE, for itself, its successors and assigns, covenants and agrees to not interfere with Department of the Army activities required under the FFA. In addition, should any conflict arise between the FFA and any amendment thereto and the provisions of this deed, the FFA provisions shall take precedence. The GRANTOR assumes no liability to the GRANTEE, its successors and assigns, should implementation of the FFA interfere with the use of the Property. Pursuant to and as provided in Section XXI of the FFA, the GRANTEE shall provide access to EPA, PADEP, and their authorized representatives for purposes consistent with the FFA.



Legend:

-  Buildings
-  Roads
-  Drainage
-  Monitoring Well Locations
-  Phase VII BRAC Transfer Parcel



**Exhibit F – Monitoring Wells
Within Parcels 7-130 and 7-131
Letterkenny Army Depot**



Letterkenny Army Depot
Chambersburg, PA
U.S. Army Corps of Engineers
Baltimore District



Date:
6/19/2016

REV-183
 BUREAU OF INDIVIDUAL TAXES
 PO BOX 280603
 HARRISBURG, PA 17128-0603

1830019105

**REALTY TRANSFER TAX
 STATEMENT OF VALUE**
 COMPLETE EACH SECTION

RECORDER'S USE ONLY	
State Tax Paid:	0
Book:	Page:
Instrument Number:	202020514
Date Recorded:	10/6/2020

SECTION I TRANSFER DATA

Date of Acceptance of Document <i>October 6, 2020</i>					
Grantor(s)/Lessor(s) <i>United States of America</i>		Telephone Number		Grantee(s)/Lessee(s) <i>Letterkenny Industrial (Dev. Auth.)</i>	
Mailing Address		Mailing Address <i>4759 Innovation Way</i>		Telephone Number <i>717-267-9351</i>	
City		State		ZIP Code	
<i>Chambersburg</i>		<i>PA</i>		<i>17201</i>	

SECTION II REAL ESTATE LOCATION

Street Address <i>Parcels 7-130 7-131 Advantage Ave.</i>			City, Township, Borough <i>Chambersburg PA - Greene Township</i>		
County <i>Franklin</i>		School District <i>Chambersburg ASD</i>		Tax Parcel Number <i>09-0003-026-EX0000</i>	

SECTION III VALUATION DATA

Was transaction part of an assignment or relocation? YES NO

1. Actual Cash Consideration <i>\$0.-</i>	2. Other Consideration <i>\$0.-</i>	3. Total Consideration <i>\$0.-</i>
4. County Assessed Value <i>TBD</i>	5. Common Level Ratio Factor <i>X</i>	6. Computed Value <i>=</i>

SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$	1b. Percentage of Grantor's Interest in Real Estate <i>100 %</i>	1c. Percentage of Grantor's Interest Conveyed <i>100 %</i>
---------------------------------------	---	---

2. Check Appropriate Box Below for Exemption Claimed.

Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)

Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)

Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)

Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)

Transfers to the commonwealth, the U.S. 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. (Attach copy of mortgage and note/assignment.)

Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)

Statutory corporate consolidation, merger or division. (Attach copy of articles.)

Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)

Transfer from USA to Local Authority (LIDA) under the Base Relocation and Closure (BRAC) Act.

SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:

Name <i>RALPH FELDMAN, III</i>		Telephone Number <i>717-267-9351</i>	
Mailing Address <i>4759 Innovation Way</i>		City <i>Chambersburg</i>	
State <i>PA</i>		ZIP Code <i>17201</i>	

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 *[Signature]* Date *10-6-20*

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



1830019105

1830019105



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

* **RETURN DOCUMENT TO:**
LETTERKENNY INDUSTRIAL
DEVELOPMENT AUTHORITY
4759 INNOVATION WAY
CHAMBERSBURG, PA 17201
ATTN: KIP FELDMAN
* Total Pages - 30

Instrument Number - 202020514
Recorded On 10/6/2020 At 11:13:10 AM

* Instrument Type - DEED
Invoice Number - 222506 User ID - JRH

* Grantor - UNITED STATES OF AMERICA

* Grantee - LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY

* **FEEES**

STATE WRIT TAX	\$0.50
STATE JCS/ACCESS TO JUSTICE	\$40.25
COUNTY RECORDING FEE	\$102.00
AFFORDABLE HOUSING	\$11.05
AFFORDABLE HOUSING	\$1.95
COUNTY IMPROVEMENT FEE	\$2.00
ROD IMPROVEMENT FEE	\$3.00
CHAMBERSBURG AREA SCHOOL	\$0.00
DIST REAL TAX	
GREENE TOWNSHIP	\$0.00
TOTAL PAID	\$160.75

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

Franklin County UPI Verification
UPI Verified On October 6, 2020 By BMS

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

Linda Miller
Recorder of Deeds



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