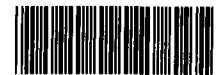


Superfund Records Center

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MAIL TO
Sheehan, Minnie Bass + Gre
PO Box 3701
Manchester NH 03105-3701

Pease Development Authority
Pease International Tradeport
360 Corporate Drive
Portsmouth, New Hampshire 03801

QUITCLAIM DEED

I. PARTIES

THIS DEED is made and entered into this 15th day of October, 2003, by and between the **UNITED STATES OF AMERICA**, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in 49 U.S.C. § 47151 - 47153 (formerly known as the Surplus Property Act of 1944 (58 Stat.765), as amended), (the "Grantor"), and the **Pease Development Authority**, a body politic and corporate established under New Hampshire RSA 12-G, with a mailing address of 360 Corporate Drive, Portsmouth, New Hampshire 03801 (the "Grantee"). When used in this Deed, unless the context specifies otherwise, "Grantor" shall include the successors and assigns of the Grantor, and "Grantee" shall include the successors and assigns of the Grantee.

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT the Grantor, of Arlington County, Virginia, for consideration paid, grants to the Grantee land and improvements located in the **City of Portsmouth, Town of Newington and Town of Greenland, County of Rockingham, and State of New Hampshire**, which is set forth on the Exhibit A attached to this Deed.

III. APPURTENANCES

TOGETHER WITH all the buildings, bridges, dams, improvements, easements, rights-of-way, licenses, operating agreements, strips and gores of land, roads, streets, ways, alleys, passages, sewer rights, wells and aquifers associated therewith (subject to the limitations contained in this deed), waters, water courses, water rights and powers, oil, gas and other minerals, trees, timber and other emblements now or hereafter located on, servicing or benefiting the land or under or above the same, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, prescriptive rights, and appurtenances whatsoever, in any way belonging, relating to or appertaining to said tracts or parcels of land or any part thereof, or which

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shall in any way belong, relate or be appurtenant thereto, including all roads and utilities located on or under the so-called excluded parcels which service the included parcels and the reversion and reversions, remainder and remainders, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Grantor of, in and to the same; whether or not the same may be more particularly described on Exhibit A, Section II attached hereto (said land and appurtenant rights are sometimes hereinafter collectively called the "Property" in this Deed).

IV. RESERVATIONS

RESERVING unto the Grantor a right of access to any and all portions of the herein described land for purposes of environmental investigation, response or other corrective action. This reservation includes the right of access to and use of, to the extent permitted by law, available utilities at reasonable cost to the Grantor. These rights shall be exercisable in any case in which a response action or corrective action to be performed by the Grantor is found to be necessary after the date of conveyance of the herein described land, or such access is necessary for the Grantor to carry out a response action or corrective action on adjoining property. Pursuant to this reservation, the United States, (including but not limited to, Region 1, United States Environmental Protection Agency (EPA), and the State of New Hampshire Department of Environmental Services (NHDES) and their respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable notice to Grantee or the then owner and any authorized occupant of the aforescribed property) to enter upon the herein described land and conduct investigations and surveys, to include drillings, testpitting, borings, data and/or record compilation and other activities related to environmental investigation, and to carry out response or corrective actions as required or necessary under applicable authorities, including but not limited to monitoring wells, pumping wells, and treatment facilities. In exercising such rights, the Grantor will use its best efforts to coordinate such activities with the lawful occupant(s) of the land on which the activities are to be conducted, so that such activities, to the extent technically and economically practicable, do not interfere with such occupant's beneficial use and enjoyment of the land. This reservation shall run with the land and shall be binding on the Grantee, its successors, and assigns.

V. CONDITION

A. The Grantee agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances, whether or not of record.

B. The Grantee acknowledges that, except as set forth herein, with respect to certain environmental conditions, it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed, "as is," "where is," without any representation, promise, agreement, or warranty on the part of the Grantor regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs, or additions. The Grantee further acknowledges that, except as set forth herein, with respect to

certain environmental conditions, the Grantor shall not be liable for any latent or patent defects in the Property, except to the extent required by applicable law.

VI. NOTICES AND COVENANTS RELATED TO SECTION 120(h)(3) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), AS AMENDED, (42 U.S.C. §9620(h)(3)).

A. Pursuant to section 120(h)(3)(A)(i) of CERCLA, the following is notice of hazardous substances on the Property, and a description of remedial action taken by the Grantor concerning the Property.

1. The Grantor has made a complete search of its files and records. Exhibit B contains a table with the name of hazardous substances stored for one year or more, or known to have been released or disposed of, on the Property; the quantity in kilograms and pounds of the hazardous substance stored for one year or more, or known to have been released, or disposed of, on the Property; and the date(s) on which such storage, release, or disposal took place.

2. A description of the remedial action(s) taken by the Grantor on the Property regarding hazardous substances is contained in Exhibit B.

3. Pursuant to section 120(h)(3)(A)(ii) of CERCLA, the United States covenants and warrants:

(a) that all remedial action necessary to protect human health and the environment with respect to hazardous substances 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 for contamination on the Property existing prior to the date of this Deed will be conducted by the United States.

This warranty will not apply in any case in which any grantee of the Property, or any part thereof, is a potentially responsible party under CERCLA with respect to the Property before the date on which such grantee acquired its interest in the Property, or is a potentially responsible party as a result of an act or omission affecting the Property. For the purposes of this warranty, the phrase "remedial action necessary" does not include any performance by the United States, or payment to the Grantee from the United States, for additional remedial action that is required to facilitate use of the Property for uses and activities prohibited by those environmental use restrictive covenants set forth in section VI.B. below, as may be modified or released pursuant to section VI.C.

4. The United States has reserved a no-cost right of access to the Property in the Reservation section of this Deed in order to perform any remedial or corrective action as required by CERCLA section 120(h)(3)(A)(iii).

NOTICE

BREACH OF ANY ENVIRONMENTAL USE RESTRICTIVE COVENANT IN SECTION VI.B. BELOW, MAY AFFECT THE FOREGOING WARRANTY

B. Environmental Use Restrictive Covenants

1. For purposes of the environmental use restrictive covenants in this section, the term "Property" includes any part of the Property specifically described on Exhibit A to this Deed to which one or more of these environmental restrictive covenants may apply.

2. The following environmental use restrictive covenants are being created to protect human health and the environment with regard to residual contamination remaining on the property and are a component of the remedial action referred to in Section A.2 above:

(a) The groundwater within the areas described in Exhibit C as "Groundwater Management Zones" (hereafter GMZs) is contaminated with chlorinated volatile organic compounds, petroleum related hydrocarbons, or other substances deemed potentially harmful to human health. In order to protect the public and site personnel (from exposure to the contaminants), and to protect the integrity of the Grantor's remedial activities and systems, and to prevent interference with such remedial activities, subject to paragraph VI.C. below, the Grantee is prohibited from installing a well within a GMZ except for the purpose of determining or monitoring groundwater quality or quantity. In addition, subject to paragraph VI.C. below and subparagraphs (b) and (c) below, in those areas on the Property located outside the GMZs described in Exhibit C, the Grantee is prohibited from extracting any groundwater, injecting water into the ground or applying surface water in a manner that causes the migration of any contaminated groundwater in excess of ambient groundwater quality standards to a point beyond the applicable GMZ. Nothing contained in this section shall prohibit the Grantee from creating new drinking water supply wells to replace in kind drinking water supply wells existing on the Property on or before the date hereof, namely, the Smith Well, the Harrison Well, and the Haven Well.

(b) The Grantee may extract groundwater from the Smith and Harrison wells, and any replacement thereof, up to the sustainable yield for each well. With respect to the so-called Haven Well, or any replacement thereof, the Grantee shall not exceed the water consumption rates through the year 2010, which are described in Exhibit D hereto. Notwithstanding the foregoing limitations, the Grantor may grant exceptions to the pumping limits referred to in Exhibit D upon the written request of the Grantee. The Grantee shall bear all costs whatsoever in obtaining approval to exceed these pumping limitations.

(1). The Grantor shall release the pumping restrictions on the so-called Haven Well, or any replacement thereof, if at any time the Grantor determines such restriction is no longer needed. If at the end of the period described in Exhibit D, the Grantor determines a limitation on use of the Haven Well or any replacement is still required, the Grantee shall be limited to use of the Haven Well and/or replacement up to the limits authorized in the year 2010.

(2). During the period of the restriction described in paragraph 2(b) above, the Grantee shall consult with the Grantor at least annually regarding the usage of the Haven Well, or any such replacement well, and its potential to move contamination from various plumes within the well's zone of influence. The foregoing consultation shall occur during March, prior to the Grantee's peak water demand season. This requirement to consult with the Grantor may be waived upon the Grantee obtaining the written approval of the Grantor.

(3). As long as the Grantee is operating within the limits authorized under either Exhibit D or paragraph VIB2(b)(1) of the deed, the Grantor shall operate a treatment plant to address any contaminated groundwater extracted from the Haven Well. Notwithstanding the foregoing, the Grantor will not be responsible for the cost of operating the treatment plant if the Grantee extracts water in excess of the pumping restrictions contained in this deed and such excess withdrawal is the sole reason that operation of the treatment plant is required.

(c) The surface and subsurface soils within the areas described in Exhibit C as "Use Restriction Zones" (hereafter URZs) are contaminated with chlorinated volatile organic compounds, petroleum related hydrocarbons, or other substances deemed potentially harmful to human health. In order to prevent direct exposure to and protect the public and site personnel (from exposure to the contaminants), and to protect the integrity of the Grantor's remedial activities, and to prevent interference with such remedial activities, subject to paragraph VI.C. below, the Grantee is prohibited from using any portion of the Property within the URZs for residential use, childcare centers, playgrounds, athletic fields, or elementary or secondary schools. The Grantee is also prohibited from any digging, excavation, or construction within the URZs unless the Grantee obtains approval from the Grantor as provided in the Memorandum of Understanding between the Pease Development Authority and the U.S. Air Force attached hereto as Exhibit E or paragraph V.C. below in the event this restriction may be released.

(d) In order to protect the integrity of the Grantor's remedies with respect to the URZs described as Construction Rubble Dump 1 (CRD-1 Site 9) Construction Rubble Dump 2 (CRD - 2 Site 17), and Landfill 5 (Site 5), as described in Exhibit C, the Grantee shall take no action that impacts the integrity of the landfill cover system at these URZs. Such prohibited activities include but are not limited to use of ATV or other similar vehicles, excavation or other activities that lead to erosion or damage of the landfill cover system.

(e) The Grantee covenants not to disturb, move, damage, mar, tamper with, interfere with, obstruct, or impede any monitoring wells, treatment facilities, piping, and other facilities associated with any environmental investigation, response action or other corrective action on the Property. The Grantee covenants not to disturb buried asbestos-containing material (ACM) or associated cover material in the ACM Zones described on Exhibit C without the prior written approval of the NHDES Waste Management Division.

3. It is the intent of the Grantor and the Grantee that the Environmental Use Restrictive Covenants in this section bind the Grantee and shall run with the land. It is also the intent of the Grantor and the Grantee that the Grantor will retain the right to enforce any restrictive covenant in this section through the chain of title, in addition to any State law that requires the State

to enforce any restrictive covenant in this section. The Grantee covenants to insert all of this section in any deed to the Property that it delivers.

C. Release of Environmental Use Restrictive Covenants.

1. The Grantee may request from the United States a modification or release of one or more of the environmental use restrictive covenants in whole or in part in this section, subject to the notification and concurrence or approval of the NHDES and EPA Region 1. In the event the request of the Grantee for modification or release is approved by the United States, NHDES, and EPA Region 1, the United States agrees to modify or release the covenant (the "Covenant Release") giving rise to such environmental use restriction in whole or in part. The Grantee understands and agrees that all costs associated with the Covenant Release shall be the sole responsibility of the Grantee, without any cost whatsoever to the United States. The United States shall deliver to the Grantee in recordable form the Covenant Release. The execution of the Covenant Release by the United States shall modify or release the environmental use restrictive covenant with respect to the Property in the Covenant Release.

2. In the event that the environmental use restrictive covenants contained in this section are no longer necessary, the United States will record any appropriate document modifying or removing such use restrictions, as appropriate.

VII. OTHER COVENANTS

A. Airport Obligations. By the acceptance of this Deed or any rights hereunder, the Grantee, for itself, its successors and assigns, agrees that the transfer of all the Property transferred by this Deed, is accepted subject to the following terms, restrictions, reservations, covenants, and conditions set forth in subparagraphs 1 and 2 of this paragraph, which shall run with the land, provided that the Property transferred hereby may be successively transferred only with the proviso that, unless otherwise approved by the Federal Aviation Administration (FAA), any such subsequent transferee assumes all of the obligations upon the Grantee by the provisions of this Deed:

1. That, except as provided in subparagraph 1 of the below paragraph B, the property transferred by this instrument shall be used for public airport purposes for the use and benefit of the public, on fair and reasonable terms and without unjust discrimination and without grant or exercise for any exclusive right for use of the airport within the meaning of the term "exclusive right" as used in subparagraph 3 of the below paragraph B. As used in this instrument, the term "airport" shall be deemed to include all land, buildings, structures, improvements and equipment used for public airport purposes.

2. That, except as provided in subparagraph 1 of the below paragraph B, the entire landing area, as defined in 49 U.S.C. 40102(28) and Federal Aviation Regulations pertaining thereto, and all structures, improvements, facilities and equipment in which this Deed transfers any interest shall be maintained for the use and benefit of the public at all times in safe and serviceable condition,

to assure its efficient operation and use, provided, however, that such maintenance shall be required as to structures, improvements, and equipment only during the useful life thereof, as determined by the FAA or its successor in function. In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities or equipment, they may be procured by demolition of other structures, improvements, facilities or equipment transferred hereby and located on the above land which have outlived their use as airport property in the opinion of the Administrator of the FAA. Nothing in this deed shall be interpreted as providing the general public with a right of access to either the so-called "secured portions" of the Aeronautical Property or other portions of the Property under lease, license, easement or other occupancy agreement with third parties.

B. FURTHER, by the acceptance of this Deed or any rights hereunder, the Grantee for itself, its successors and assigns, also assumes the obligation of, covenants to abide by and agree to, and this transfer is made subject to, the following terms, conditions, covenants, reservations and restrictions set forth in subparagraphs 1 to 19, inclusive, of this paragraph, which shall run with the land: Provided, that the fee interest in the property transferred hereby may be successively transferred only with the proviso that, unless otherwise approved by the FAA, any such subsequent transferee assumes all the obligations imposed upon the Grantee by the provisions of this Deed.

1. No property transferred by this instrument shall be used, leased, sold, salvaged, or disposed of by the Grantee for other than the public airport purposes without the written consent of the Administrator of the FAA or his successor in function which consent shall be granted only if the FAA determines that the Property can be leased, sold, salvaged, or disposed of for other than public airport purposes without materially and adversely affecting the development, improvement, operation, or maintenance of the Airport at which the property is located pursuant to 49 U.S.C. 47151-47153. The "Property" as used herein is deemed to include revenues or proceeds derived therefrom.

2. Property transferred for the development, improvement, operation or maintenance of the Airport shall be used and maintained for the use and benefit of the public on fair and reasonable terms, without unjust discrimination and without grant or exercise of any exclusive right for use of the Airport within the meaning of the term "exclusive right" as used in subparagraph B of this paragraph. In furtherance of this covenant (but without limiting its general applicability and effect) the GRANTEE specifically agrees (1) That it will keep the Airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds, and classes of aeronautical uses. Provided, that the GRANTEE may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided, further, that the GRANTEE may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport to serve the civil aviation needs of the public. (2) That in its operation and the operation of facilities on the Airport, neither it nor any person or organization occupying space or facilities thereupon will discriminate against any person or class of persons by reason of race, color, creed, age, religion, sex, handicap, or national origin in the use of any of the facilities provided for the

public on the Airport. (3) That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the GRANTEE will insert and enforce provisions requiring the contractor: (a) to furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and (b) to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. (4) That the GRANTEE will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform. (5) That in the event the GRANTEE itself exercises any of the rights and privileges referred to in subsection (3) above, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the GRANTEE under the provisions of such subsection (3) of this paragraph VII.B.

3. The Grantee will not grant or permit any exclusive right for the use of the airport at which the property described herein is located which is forbidden by 49 U.S.C. § 40103(e), by any person or persons to the exclusion of others in the same class and will otherwise comply with all applicable laws. In furtherance of this covenant (but without limiting its general applicability and effect), the Grantee specifically agrees that, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right to conduct any aeronautical activity on the airport including but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which, because of their direct relationship to the operation of aircraft, can be regarded as an aeronautical activity. The Grantee further agrees that it will terminate as soon as possible and no later than the earliest renewal, cancellation, or expiration date applicable thereto, any exclusive right existing at any airport owned or controlled by the Grantee or hereafter acquired and that, thereafter, no such right shall be granted. However, nothing contained herein shall be construed to prohibit the granting or exercise of or exclusive right for the furnishing of nonaviation products and supplies or any services of a nonaeronautical nature or to obligate the Grantee to furnish any particular nonaeronautical service at the airport.

4. The Grantee shall insofar as it is within its powers and to the extent reasonable, adequately clear and protect the aerial approach to the airport by removing, lowering, relocating, marking, lighting, or otherwise mitigating existing Airport hazards and by preventing the establishment or creation of future Airport hazards. The Grantee will, either by the acquisition and retention of easements or other interests in or rights for the use of land airspace or by the adoption and enforcement of zoning regulations, or by any other reasonable means, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the airport which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the Federal Aviation Regulations

[14 C.F.R. Part 77] and, as applicable, according to the currently approved Airport Layout Plan. In addition, the Grantee will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Grantee has control over, or has acquired, or hereafter acquires, property interests permitting the Grantee to so control, the use made of the surface of the land. Insofar as is within its power and to the extent reasonable, the Grantee will either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations or by any other reasonable means take action to restrict the use of the land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations including landing and takeoff at the airport.

5. The Grantee will operate and maintain in a safe and serviceable condition, as deemed reasonably necessary by the Administrator of the FAA, the airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the airport other than facilities owned or controlled by the United States and will not permit any activity thereon which would interfere with its use for public airport purposes; provided that nothing contained herein shall be construed to require that the airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Grantee.

6. The Grantee will make available all facilities of the airport at which the Property described herein is located or developed and all those usable for the landing and taking off of aircraft to the United States at all times, without charge, for use by Government aircraft in common with other aircraft, except that if the use by Government aircraft in common with other aircraft, is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged. Unless otherwise determined by the FAA, or otherwise agreed to by the Grantee and the Government, substantial use of the Airport by Government aircraft will be considered to exist (1) when the operations of such aircraft are in excess of those which, in the opinion of the FAA, would unduly interfere with use of the landing area by other authorized aircraft or (2) during any calendar month that (a) either five (5) or more Government aircraft are regularly based at the Airport or on land adjacent thereto, or (b) the total number of movements (counting each landing as a movement and each take-off as a movement) of Government aircraft of any agency of the United States is 300 or more, or (c) the gross accumulative weight of Government aircraft using the airport (the total improvements of such Government aircraft multiplied by the gross certified weights of such Government aircraft) is in excess of five million pounds.

7. During any national emergency declared by the President of the United States of America or the Congress thereof, including any existing national emergency, the United States shall have the right to make exclusive or nonexclusive use and have exclusive or nonexclusive control and possession without charge, of the airport, or of such portion thereof as it may desire; provided, however, that the United States shall be responsible for the entire cost of maintaining

such part of the airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession, and control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such property as it may use nonexclusively or over which it may have nonexclusive control and possession; provided further, that the United States shall pay a fair rental for its use, control, or possession, exclusively or nonexclusively, of any improvement to the airport made without United States aid and never owned by the United States.

8. Except for environmental clauses contained in this deed, the Grantee does hereby release the Government from any and all liability the Government may be under for restoration or other damages under any lease or other agreement covering the use by the United States of the Airport, or any part thereof, owned, controlled, or operated by the Grantee upon which, adjacent to which, or in connection with which, the Property was located or used.

9. Grantee will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

10. The Grantee will: (a) furnish the FAA with annual or special airport financial and operational reports as may be reasonably requested using either forms furnished by the FAA or in such manner as it elects so long as the essential data are furnished; and (b) upon reasonable request of the FAA, make available for inspection by any duly authorized representative of the FAA the airport at which the property described herein is located, and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations, and other instruments and will furnish to the FAA a true copy of any such document which may be reasonably requested.

11. The Grantee will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform or comply with any or all of the covenants terms, restrictions, reservations and conditions set forth herein unless, by such transaction, the obligation to perform or comply with all such covenants and conditions is assumed by another public agency found by the FAA to be eligible as a public agency as defined in 49 U.S.C. § 47102 (15), to assume such obligation and have the power, authority, and financial resources to carry out all such obligations and, if an arrangement is made for management or operation of the airport by any agency or person other than the Grantee, it will reserve sufficient rights and authority to ensure that such airport will be operated and maintained in accordance with these terms, covenants, restrictions, reservations, and conditions, any applicable Federal statute, and the Federal Aviation Regulations.

12. The Grantee maintain at the Property and will keep up to date at all times an Airport Layout Plan of the airport at which the property described herein is located showing: (a) the boundaries of the airport and all proposed additions thereto, together with the boundaries of

all off-site areas owned or controlled by the Grantee for public airport purposes and proposed additions thereto; (b) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (c) the location of all existing and proposed nonaviation areas and of all existing improvements thereon and uses made thereof. Such Airport Layout Plan and each amendment, revision, or modification thereof, shall be subject to the approval of the FAA, which approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of the Airport Layout Map, and the Grantee will not make or permit the making of any changes or alterations in the airport or any of its facilities other than in conformity with the Airport Layout Plan as so approved by the FAA, if such changes or alterations might in the opinion of the FAA adversely affect the safety, utility, or efficiency of the airport.

13. If at any time it is determined by the FAA that there is any outstanding right or claim of right in or to the airport property, described herein, the existence of which creates an undue risk of interference with the operation of the airport or the performance of compliance with covenants and conditions set forth herein, the Grantee will acquire, extinguish, or modify such right or claim of right in a manner acceptable to the FAA.

14. The operation of the Airport shall be subject to such regulations as may be prescribed by the FAA from time to time, and the Grantee, its successors and assigns, shall comply with all pertinent laws, ordinances, rules, orders, guidelines or other applicable regulations and shall hold the United States harmless from any and all liabilities or penalties which may be imposed by reason of any asserted violation thereof by the Grantee. All rights and powers reserved to the Grantor or the FAA, and all references in this Deed to Grantor or FAA shall include successors in function. The Grantor may agree in writing, after obtaining the concurrence of the FAA, to waive, eliminate, or reduce the obligations contained in this Deed.

15. In the event that any of the aforesaid terms, conditions, reservations, or restrictions are not met, observed, or complied with by the Grantee or any subsequent transferee, successors or assigns whether caused by the legal inability of said Grantee or subsequent transferee to perform any of the obligations herein set out, or otherwise, all title, right of possession and all other rights transferred by this instrument to the Grantee, of the property, or any portion thereof, shall, at the option of the Grantor, by and through the FAA, revert to the Grantor in its then existing condition sixty (60) days following the date upon which demand to this effect is made in writing by the Administrator of the FAA, unless within said sixty (60) days such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed, or complied with, or if within sixty (60) days the Grantee shall have commenced the actions necessary to bring the Grantee into compliance with all such terms, conditions, covenants, reservations and restrictions of this Deed in accordance with a compliance schedule approved by FAA said reversion shall not occur and title, right of possession, and all other rights transferred hereby, except such, if any, as shall have previously terminated or reverted, shall remain vested in the Grantee, its transferees, successors and assigns. This option of reversion shall be a continuing one, and may be exercised by the United States any time the FAA determines the aforesaid terms, covenants, conditions, reservations, or restrictions

are not met, observed or complied with by the Grantee or any subsequent transferee, successor or assignee. Any reversion will be subject to leases of record unless that lease is a cause for non compliance with the deed terms.

16. It is agreed and understood by and between the parties hereto and the Grantee, by its acceptance of this Deed, acknowledges its understanding of the agreement, and agrees that, as part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that: (1) The program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the U.S. Department of Transportation, the FAA, and 49 CFR Part 21, and any subsequent amendments thereto, issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended; (2) This covenant shall be subject in all respects to the provision of said regulations; (3) The Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) The United States, acting by and through the FAA, shall have the right to seek judicial enforcement of this covenant; (5) The Grantee, its successors and assigns, will (a) obtain from any person (including any legal entity) who, through contractual or other arrangements with the Grantee, its successors and assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish the original of such agreement to the FAA, upon FAA request therefore, and (6) This covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the United States and enforceable by the United States, acting by and through the FAA, against the Grantee, its successors, and assigns.

17. All local taxes on aviation fuel generated at the airport (except taxes in effect on December 30, 1987,) and all the revenues generated by the airport shall be used exclusively for the capital or operating costs of the airport; the local airport system; or any other local facility that is owned or operated by the Grantee and that is directly and substantially related to the air transportation of passengers or property: PROVIDED that the aforesaid limitations on the use of airport revenue shall not apply if a provision enacted not later than September 2, 1982, in a law controlling financing by the Grantee, or a covenant or assurance in a debt obligation issued not later than September 2, 1982, by the Grantee, provides that the revenues, including local taxes on aviation fuel at the airport, from any of the facilities of the Grantee, including the airport, be used to support not only the airport but also the general debt obligations or other facilities of the Grantee: PROVIDED FURTHER that, the aforesaid limitation shall not be construed to prevent the use of a State tax on aviation fuel to support a State aviation program or the use of airport revenue on or off the airport for a noise mitigation program.

18. That if the construction as covenants of any of the reservations and restrictions recited in this Deed as covenants or the application of the same as covenants in any particular instance is held invalid, or the particular reservations and restrictions recited in this

Deed as covenants or the application of the same as covenants in any particular instance is held invalid, then the particular reservations or restrictions in question shall be construed instead merely as conditions upon the breach of which the United States, acting by and through the FAA, may pursuant to, and in accordance with, the provisions of paragraph 15 above, exercise its option to cause the title, interest, right of possession, and all other rights transferred to the Grantee, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

19. The failure of the United States to insist in any one or more instances upon complete performance of any of the terms, covenants, conditions, reservations, or restrictions in this Deed shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, conditions, reservations, or restrictions, and the obligations of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

C. Asbestos-Containing Materials ("ACM"). The Grantee is warned that portions the Property described on Exhibit C as "ACM Zones") may contain current and former improvements, such as buildings, facilities, equipment and pipelines, above and below the ground that may contain ACM. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable Federal, State, and local laws relating to asbestos. The Grantee acknowledges that the Grantor assumes no liability for damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured

D. Lead-Based Paint ("LBP").

1. The Grantee hereby acknowledges that it received the required disclosure in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Section 4852d (Title X), of the presence of any known lead-based paint and/or lead-based paint hazards in target housing constructed prior to 1978; the receipt of available records and reports; receipt of the lead hazard information pamphlet; and inclusion of the 24 C.F.R. Part 35 Subpart H and 40 C.F.R. Part 745 Subpart F disclosure and lead warning language.

2. Target housing means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six (6) years of age resides or is expected to reside in such housing) or any zero-bedroom dwelling.

3. By acceptance of this Deed, Grantee certifies to Grantor that, with respect to any target housing remaining on the Property, it will either be demolished or used for non-residential purposes.

4. The Grantee further agrees that in its use and occupancy of any target housing remaining on the Property, it will comply with Title X and all applicable Federal, State, and local laws relating to lead-based paint; and that the Grantor assumes no liability for 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 lead-based paint on the Property described herein, whether the Grantee, its successors or assigns have properly warned or failed to properly warn the individual(s) injured.

E. Wetlands. The Property contains wetlands protected under Federal and State laws and regulations which, among other things, restrict activities that involve the discharge of fill materials into wetlands, including, without limitation, the placement of fill materials; the building of any structure; site-development fills for recreational, industrial, commercial, residential, and other uses; causeways or road fills; and dams and dikes. The Grantee covenants and agrees that in its use of the Property, it will comply with all Federal, State, and local laws minimizing the destruction, loss, or degradation of wetlands. The Grantee, its successors and assigns, further covenants and agrees that any development of any portion of the Property containing wetlands will be subject to Section 404 of the Clean Water Act of 1977 as amended, the State of New Hampshire Fill and Dredge in Wetlands Act as amended, and the Pease Development Authority Wetlands Management Plan (adopted June 25, 1998) as amended. For purposes of this provision, development includes new structures, facilities, draining, dredging, channelizing, filling, diking, impounding, and related activities.

The wetlands within the parcel identified as the Landfill 6 Groundwater Management Zone in Exhibit C have been used as a wetlands mitigation site and no alterations in, on or over these wetlands are to be undertaken without written approval of the Air Force, the EPA and the NHDES.

F. Federal Facilities Agreement. The Grantee acknowledges that the Property is subject to the terms and conditions of the Federal Facilities Agreement entered into by the U.S. Air Force, EPA, and NHDES, dated April 24, 1991, attached hereto as Exhibit F, and all amendments and supplements thereto (collectively, FFA), and agrees that, until the FFA is terminated in accordance with Section XX of the FFA, the FFA shall be binding on the Grantee, its successors and assigns, and any subsequent transferees of the fee interest. Further, the Grantee recognizes that activities under the FFA must not be impeded or impaired and agrees that should any conflict between the terms of the FFA and the provisions of this Deed arise, the terms of the FFA will take precedence.

1. The Grantee, its successors and assigns of the fee interest, shall comply with the provisions of any health or safety plan in effect under the FFA or the Grantor's Installation Restoration Program (IRP) for the Property during the course of any response or corrective actions undertaken on the Property. The term IRP as used herein refers to the broad Department of Defense-wide program to identify, investigate, and clean up contaminated areas on military installations as described in the Department of Defense Instruction Number 4715.7.

2. The Grantor assumes no liability to the Grantee, its successors and assigns, should implementation of the FFA interfere with the use of the Property, and the Grantee, or any successor or assign, shall have no claim on account of any such interference against the Grantor or any officer, agent, employee or contractor thereof.

G. Non-Discrimination. The Grantee covenants not to discriminate upon the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its 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 if the Property is on premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

VIII. HISTORIC PRESERVATION

A. The Grantee hereby covenants on behalf of itself, its successors and assigns of the Newington Town Forest, to preserve and maintain the Newington Town Forest located in the County of Rockingham, State of New Hampshire, as more particularly set forth in the Memorandum of Agreement Among the Department of the Air Force, the New Hampshire State Historic Preservation Officer, and the Advisory Council on Historic Preservation Regarding Disposal of Pease Air Force Base, New Hampshire attached hereto as Exhibit G, and in accordance with the recommended approaches in The Secretary of the Interior's Standards for Rehabilitation and the Guidelines for Rehabilitating Historic Buildings (National Park Service, 1990) in order to preserve and enhance those qualities that make the Newington Town Forest eligible for inclusion in the National Register of Historic Places. This covenant shall be a binding servitude upon the Newington Town Forest and shall be deemed to run with the land. The description of the Newington Town Forest is found in the Warranty Deed from the Town of Newington to the United States of America dated June 16, 1957 and recorded in the Rockingham County Registry of Deeds Book 1271, Page 397.

1. No construction, alteration, remodeling, demolition, disturbance of the ground surface, or other action shall be undertaken or permitted to be undertaken on the Newington Town Forest that would materially affect the integrity or appearance of the attributes described above without the prior written permission of the New Hampshire State Historic Preservation Officer ("New Hampshire SHPO"). Should the New Hampshire SHPO object to the proposed treatment within thirty (30) days of receipt of the request and cannot resolve the differences, Grantee shall request the Advisory Council on Historic Preservation ("Council") to resolve the dispute. The Council will provide comments within fifteen (15) days of receiving the request from the Grantee. The Grantee shall consider the Council's comments in reaching its decision on the treatment. The Grantee will report its decision to the Council, and if practicable, it will do so prior to initiating the treatment.

2. Upon acquisition of any standing historic structure, the Grantee will take prompt action to secure all of them from the elements, vandalism, or arson and will make any emergency

stabilization. The Grantee will make every effort to retain or reuse, to the extent practicable, the historic structures.

3. Should any archaeological site be discovered during any project activities, the Grantee will stop work promptly and obtain the comments of the New Hampshire SHPO regarding appropriate treatment of the site. The final mitigation plan shall be approved by the New Hampshire SHPO.

4. The Grantee will allow the New Hampshire SHPO or his or her designee, at all reasonable times and upon reasonable advance notice to the Grantee, to inspect the Newington Town Forest in order to ascertain whether the Grantee is complying with the conditions of this preservation covenant.

5. The Grantee, or party acceptable to the New Hampshire SHPO, will provide the New Hampshire SHPO and the Council with a written summary of actions taken to implement the provisions of this preservation covenant within one (1) year after the effective date of the transfer of the Newington Town Forest. Similar reports will be submitted to the New Hampshire SHPO and the Council each January thereafter until the reuse plan has been complete.

6. Failure of the New Hampshire SHPO to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by the New Hampshire SHPO of any other right or remedy or the invocation of such right or remedy at any other time.

7. The Grantee may, with the prior written approval of the New Hampshire SHPO, modify for good cause any or all of the foregoing restrictions. Prior to such action, the Grantee will notify the Council of the proposed modification and allow them thirty (30) days to comment.

B. This covenant is binding on the Grantee, its successors and assigns of the Newington Town Forest, in perpetuity. The restrictions, stipulations and covenants contained herein shall be inserted by the Grantee, its successors and assigns, 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 lesser state in the Newington Town Forest, or any part hereof.

VIII. MISCELLANEOUS

A. Each covenant of this Deed shall be deemed to "touch and concern the land" and shall "run with the land."

B. References to federal or state laws or regulations contained herein shall be construed to be the applicable provisions thereof.

C. This transfer is made pursuant to Title II of the Defense Authorization Amendments and Base Closure and Realignment Act (Public Law 100-526).

D. For authority of the Director of the Air Force Real Property Agency to execute and deliver this deed, see the following as well as the Affidavit of Albert F. Lowas, Jr. recorded herewith.

1. Letter dated August 2, 2001 from the Administrator of the General Services Administration ("GSA") to Donald H. Rumsfeld, Secretary of Department of Defense ("DOD"), pursuant to which GSA extended its delegation of authority ("DOA") to dispose of military installations. Said delegation includes the right to redelegate."

2. Redlegation of Authority Letter dated August 31, 2001 from the Deputy Secretary of Defense to the Secretary of the Air Force, with the right to redelegate further.

3. Paragraph 4(a) of Secretary of Air Force Order (SAFO) 715.3 dated September 9, 2002, which provides, inter alia, that "[t]he authority to utilize and dispose of excess and surplus real and related personal property and to grant approvals and make certain determinations with respect to such property located at military installations identified for closure or realignment as set forth in ... (Public Law 100-526) delegated to the Secretary of Defense by the Administrator of the General Services Administration by Delegation of Authority, August 2, 2001, and re-delegated to the Secretary of the Air Force pursuant to Deputy Secretary of Defense Memorandum, August 31, 2001, Re-delegation of Authority and 32 CFR Part 91, is hereby further re-delegated to the Assistant Secretary of the Air Force..." Section 4c includes the authority to re-delegate. Sections 1, 2, 3, 5, 6 and 7 of SAFO 715.3 do not apply to this transfer.

4. Memorandum dated September 29, 2003, containing redelegation from Assistant Secretary of Air Force (Installation) to Deputy Assistant Secretary.

5. Memorandum dated September 29, 2003 redelegating from Deputy Assistant Secretary Air Force to Director and Deputy Director Air Force Real Property Agency.

IX. LIST OF EXHIBITS

The following Exhibits are attached to and made a part of this Deed:

- A. Exhibit A - Property Description
- B. Exhibit B - Notice of "Hazardous Substances Stored/Released" and Description of Remedial Actions Taken
- C. Exhibit C - Groundwater Management Zones and Use Restriction Zones
- D. Exhibit D - Haven Well Use Plan
- E. Exhibit E - Memorandum of Understanding
- F. Exhibit F - Federal Facility Agreement
- G. Exhibit G - Memorandum of Agreement

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary of the Air Force, the day and year first above written.

UNITED STATES OF AMERICA

By: The Secretary of the Air Force

By: Air Force Real Property Agency,
Its duly authorized delegate

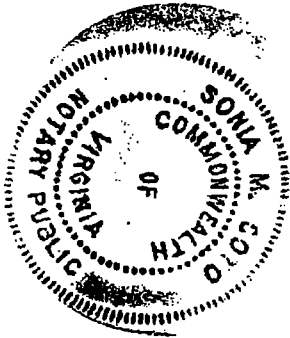
Albert F. Lowas, Jr.
ALBERT F. LOWAS, JR.
Director

Air Force Real Property Agency

COMMONWEALTH OF VIRGINIA

COUNTY OF ARLINGTON

On this 15th day of October, 2003, before me, the undersigned officer, personally appeared Albert F. Lowas, Jr., Director, Air Force Real Property Agency, which is the duly authorized delegate of the Secretary of the Air Force, who acknowledged that, being duly authorized, he executed the foregoing instrument on behalf of the Secretary of the Air Force and the United States of America.



Sonia M. Soto

Notary Public, Commonwealth of Virginia

My commission expires: March 31, 2004

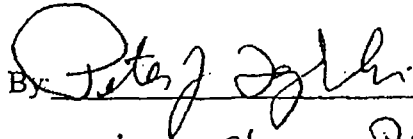
Embossed Hereon Is My
Commonwealth of Virginia Notary Public Seal
My Commission Expires March 31, 2004
SONIA M. SOTO

Acceptance

The Grantee hereby accepts this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: Oct 17, 2003

(Grantee)

By: 
Title: Vice Chair POA

DK 5566PG0672

Parcel J - to be conveyed

18-B-337

QUITCLAIM DEED

THIS INDENTURE, made this 4th day of December 1998, between the United States of America, acting by and through the Secretary of Air Force, ("GRANTOR") under and pursuant to the powers and authority contained in the provisions of the Base Closure and Realignment Act of 1988, Pub. L. No. 100-526 ("BCRA"), the Federal Property and Administrative Services Act of 1949, (40 U.S.C. § 484), as amended, and 40 U.S.C. § 345c, Empowering Conveyances for Widening of Public Roadways, and regulations and orders promulgated thereunder, and the State of New Hampshire, Department of Transportation, a political subdivision of the State of New Hampshire, with a mailing address of 1 Hazen Drive, P.O. Box 483, John O. Morton Building, Concord, New Hampshire 03302-0483 ("GRANTEE").

WITNESSETH:

That the said GRANTOR, for valuable and sufficient consideration of the reservations, covenants, restrictions and conditions, all as hereinafter set out in this Deed, does hereby remise, release and forever quitclaim unto the GRANTEE, its successors and assigns, all right, title, interest, claim and demand which the GRANTOR has in and to certain property situated in the County of Rockingham, State of New Hampshire, and described as Parcel #1 in Schedule A hereto (Property), along with certain easements in other property more particularly described in Schedule A to which title therein is excluded from this conveyance.

RESERVING unto the GRANTOR and its assigns, all rights in and to oil, gas, petroleum products and mineral interests on the Property.

RESERVING unto the GRANTOR the right to grant easements across the Property for existing utility systems or components thereof.

SUBJECT TO THE FOLLOWING:

1. As used within this instrument, the term "roadway" shall mean roads, streets, highways, and alleys, as defined by 40 U.S.C. § 345c, which shall at all times remain accessible to the GRANTEE and to the general public.
2. The GRANTEE shall, without cost or expense to the GRANTOR, construct and use roadway(s) on the Property and all easements conveyed hereby consistent with the provisions of 40 U.S.C. § 345c.
3. This conveyance is subject to all legal easements and rights-of-way.
4. The GRANTEE attests that it has inspected, is aware of, and accepts the condition and state or repair of the Property herein conveyed. It is understood and

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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

agreed that the Property is conveyed as is and where is without any representation or warranty on the part of the GRANTOR to make alterations, repairs or additions, except as otherwise provided in this Deed or by applicable law. The GRANTOR shall not be liable for any latent or patent defects in the Property, except to the extent required by applicable law. The GRANTEE acknowledges that the GRANTOR has made no representations or warranty concerning the condition and state or repair of the Property nor any agreement or promise to alter, improve, adapt or repair the Property which has not been fully set forth in this Deed.

5. The GRANTEE covenants for itself, its successors and assigns and every successor in interest to the Property herein described, or part thereof, that any construction or alteration on or to the Property is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with 14 CFR, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

6. Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. §9620(h)(3), the following is a notice of hazardous substance release, description of remedial action taken, and covenants concerning the Property:

a. Notice of Hazardous Substance Release. The GRANTOR has made a complete search of its files and records concerning Property. Those records indicate that petroleum products and the hazardous substances listed in Schedule B, attached hereto and made a part hereof, have been released on the Property.

b. Description of Remedial Action Taken. Hazardous substances have migrated onto the Property from an Installation Restoration Program (IRP) site located on an adjacent parcel, Landfill 5 (Site 5). The specified remedial action at Site 5 is in place.

c. Covenants. The GRANTOR covenants and warrants that all remedial action necessary to protect human health and the environment with respect to any hazardous substance listed in Schedule B remaining on the Property has been taken before the date of this conveyance, and any additional remedial action found to be necessary after the date of this conveyance shall be conducted by the United States; provided, however, that the GRANTOR does not covenant and warrant to conduct any additional remedial action found to be necessary after the date of this conveyance in any case in which the person or entity to whom any or all of the Property is transferred is a potentially responsible party with respect to that transferred portion of the Property.

d. Grantor Reservation of Access. The GRANTOR reserves a right of access to any and all portions of the Property for purposes of environmental investigation remediation, or other corrective action. This reservation includes the right of access to and use of, to the extent permitted by law, available utilities at reasonable cost to the GRANTOR. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of conveyance of the Property, or such access is necessary to carry out a remedial action, response action or corrective action on property adjoining the Property. Pursuant to this reservation, the United States and its officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable notice to the GRANTEE or the then owner and any authorized occupant of the property) to enter upon the Property and (a.) conduct investigations and surveys, to include drillings, testpitting, borings, data and/or record compilation, and other activities related to environmental investigation for purposes including but not limited to ensuring the effectiveness of the remedy selected in the IRP Zone 1 Record of Decision (including the land use restrictions set forth in paragraph 8. of this Deed), and (b.) carry out remedial or removal actions as required or necessary under applicable authorities, including but not limited to monitoring wells, pumping wells, and treatment facilities.

7. The GRANTEE acknowledges that the Property is subject to the terms and conditions of the "Federal Facility Agreement" entered into by the U.S. Air Force, the U.S. Environmental Protection Agency, Region I (EPA), and the New Hampshire Department of Environmental Services (NHDES), dated April 24, 1991, and all amendments and supplements thereto (collectively, FFA), and agrees that the FFA shall be binding on the GRANTEE, its successors and assigns, and any subsequent transferees. Further, the GRANTEE recognizes that activities under the FFA must not be impeded or impaired and agrees that should any conflict between the terms of the FFA and the provisions of this Deed arise, the terms of the FFA will take precedence.

a. The GRANTEE, its successors and assigns, shall comply with the provisions of any health or safety plan in effect under the FFA or the Pease Air Force Base IRP during the course of any remedial or response or corrective actions undertaken on the Property.

b. The GRANTOR assumes no liability to the GRANTEE, its successors and assigns, should implementation of the FFA interfere with the use of the Property, and the GRANTEE, or any successor or assign, shall have no claim on account of any such interference against the GRANTOR or any officer, agent, employee or contractor thereof.

8. The GRANTEE covenants and agrees for itself, its successors and assigns, and subsequent transferees, that for the portion of the Groundwater Management Zone, as established by the New Hampshire Department of Environmental Services Groundwater Management Permit No. GWP-100330105-N-001 and subsequent renewals, located on the Property, the covenants set forth in 8.a. and 8.b. apply. The portion of the Property that is

located in the Groundwater Management Zone is described as being bound by Monitoring Well Number 6003, Intersection Point Number 12038, and Intersection Point 12039. The location of Monitoring Well Number 6003, Intersection Point 12038, and Intersection Point 12039 along with the New Hampshire State Plane Coordinate System Northing and Easting values for these points are shown in Schedule C.

a. No wells shall be constructed on that portion of the Property located in the Groundwater Management Zone (with the limited exception of monitoring wells or pumping wells in accordance with plans approved by EPA or NHDES and issued by the United States Air Force); and

b. No water from below the surface of the ground in that portion of the Property located in the Groundwater Management Zone shall be extracted, utilized, or consumed (except in accordance with plans approved by EPA or NHDES and issued by the United States Air Force) (as noted in 6.d. above; the United States Air Force reserves the right to install monitoring wells, pumping wells, and pump or extract groundwater as necessary to meet its obligations under the FFA and applicable authorities).

9. For that portion of the Property that is not located in the Groundwater Management Zone, the activities described above in 8.a. and 8.b. shall not be conducted without the prior written approval of the United States Air Force. The costs associated with obtaining use of such water, including, but not limited to, the costs of permits, studies, analysis or remediation, shall be the sole responsibility of the then owner of the Property, its successors and assigns, without any cost whatsoever to the United States. The covenants set forth in 8.a., 8.b. and 9. may be removed once all activities associated with the IRP Zone 1 Record of Decision have been completed consistent with applicable law and the FFA.

10. The GRANTEE covenants and agrees for itself, its successors and assigns, that any development of the Property will be subject to Section 404 of the Clean Water Act, the New Hampshire Fill and Dredge in Wetlands Act, and all other applicable Federal, State and local statutes and ordinances relating to wetlands.

11. As to each and every easement listed in Schedule A hereto, the following additional conditions shall apply:

a. The construction, use, maintenance and enjoyment of all easements shall be performed without cost or expense to the United States. The GRANTEE shall, at all times, exercise due care in the construction, use, maintenance and enjoyment of all easements conveyed hereby.

b. Any property of the GRANTOR damaged or destroyed by the GRANTEE incident to the rights granted hereunder shall be promptly repaired or replaced by said GRANTEE, or in lieu of such repair or replacement the GRANTEE

shall, at the GRANTOR'S option, pay to the United States money in sufficient compensation.

c. The easements listed in Schedule A may be terminated at the GRANTOR'S option for abandonment of any easement or easements, or for failure to comply with any or all of the conditions contained within this instrument, including but not limited to, failure to timely construct and continually use the roadway(s) on said Parcel #1 of Schedule A.

12. The GRANTEE does by the acceptance of this Deed covenant that it shall not discriminate on the basis of race, color, religion or national origin in the use or occupancy of the Property, or in its employment practices conducted thereon. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains owner of any land or interest therein in the locality of the Property, and shall have the sole right to enforce this covenant.

13. The covenants contained in this Deed shall run with the land and inure to the benefit of successors and assigns of the GRANTOR and GRANTEE.

SAID PROPERTY hereby conveyed was duly determined to be surplus, and was assigned to the Secretary of the Air Force for disposal pursuant to the Base Closure and Realignment Act of 1988, Pub. L. No. 100-526, and the Federal Property and Administrative Services Act of 1949, (40 U.S.C. § 484), as amended, and applicable rules, orders and regulations.

IN WITNESS WHEREOF, the GRANTOR, acting by and through the Secretary of the Air Force, has caused these presents to be duly executed for in its name and behalf by the Director of the Air Force Base Conversion Agency, who has this 4th day of December, 1998, set his hand and seal.

UNITED STATES OF AMERICA

BY: Albert F. Lowas, Jr.
 ALBERT F. LOWAS, JR.
 Director
 Air Force Base Conversion Agency

Signed and Sealed and Delivered
 in the Presence of:

John Canadette
David Belger

COMMONWEALTH OF VIRGINIA)

COUNTY OF ARLINGTON)

SS:

On the 4th day of December, 1998, before me, Kathleen A. Ludwig, the undersigned Notary Public, personally appeared Albert Lowas, Jr., personally known to me to be the person whose name is subscribed to the foregoing Deed, and personally known to me to be the Director, Air Force Base Conversion Agency, and acknowledged that the same was the act and deed of the Secretary of the Air Force and that he executed the same as the act of the Secretary of the Air Force.



Kathleen A. Ludwig
 Notary Public, Commonwealth of Virginia
 My commission expires: June 30, 2001

SCHEDULE A**Parcel # 1**

The Government hereby conveys fee simple title to Parcel #1, located in the City of Portsmouth and Town of Newington, New Hampshire, which begins at a point in the Southerly Limited Access Right-of-Way of the Spaulding Turnpike as currently situated, said point being on a course that passes through a point 72.48' Southwesterly of and directly opposite Station 1306 + 00 and a point 135.00' Southwesterly of and directly opposite station 1157 + 77.13, as shown on a plan entitled, "Portsmouth - Newington, New Hampshire Project Number 10102 - Gosling Road Interchange on the Spaulding Turnpike" on file with the New Hampshire Department of Transportation in Concord, New Hampshire and to be recorded in the Rockingham County Registry of Deeds.

thence N 41 degrees 57' - 36.4" W a distance of 637.96' to a point;
thence N 41 degrees 57' - 37.9" W a distance of 822.87' to a point;
thence N 41 degrees 57' - 37.9" W a distance of 677.20' to a point;
thence N 42 degrees 12' - 42.0" W a distance of 200.44' to a point;
thence N 56 degrees 14' - 56.5" W a distance of 637.94' to a point;
thence N 56 degrees 15' - 48.8" W a distance of 510.50' to a point;
thence N 38 degrees 14' - 22.76" W a distance of 156.64' to a point;
thence N 28 degrees 13' - 38.21" W a distance of 565.78' to a point;
thence N 36 degrees 45' - 26.0" W a distance of 814.72' to a point;
thence N 36 degrees 45' - 22.9" W a distance of 823.89' to a point;
thence N 23 degrees 32' - 17.4" W a distance of 845.61' to a point;
thence N 23 degrees 08' - 22.0" W a distance of 767.36' to a point;
thence N 23 degrees 08' - 37.0" W a distance of 422.62' to a point;
thence N 23 degrees 08' - 34.4" W approximately 30.0' to a point in the division line between land of the United States of America and Land of the City of Portsmouth;
thence N 83 degrees 03' - 46" E with said division line approximately 50.0' to a point in the existing limited access of the Spaulding Turnpike;
thence Southeasterly with existing Limited Access Right of Way to the point of beginning.

CONTAINING NINETEEN AND NINETEEN HUNDREDTHS (19.19) ACRES, MORE OR LESS.

SCHEDULE A**EASEMENTS**

The Government hereby grants the below listed easements in property located in Portsmouth and Newington, New Hampshire, specifically described and for the purposes and under the limitations next stated. Nothing herein shall be construed as a grant of fee interest therein, or a grant of an easement interest with associated rights greater than that stated and excessed by the U.S. Air Force:

SLOPE EASEMENT:

A perpetual and nonexclusive slope easement burdening Parcels numbers 1-A, 1-B, 1-C, 1-D, 1-E, 1-F, 1-G, and 1-H, as more particularly described below and on the plan entitled, "Portsmouth - Newington, New Hampshire Project Number 10102 - Gosling Road Interchange on the Spaulding Turnpike" on file with the New Hampshire Department of Transportation in Concord, New Hampshire and to be recorded in the Rockingham County Registry of Deeds, for the purpose and limitation of constructing and maintaining such slopes and embankments (minimally) necessary to construct roadway(s) on Parcel #1 herein, (provided however, the angles of such slopes and embankments and their general design do not create an unreasonable hazard to persons or property).

Parcel #1-A:

Beginning at a point in the existing Westerly Limited Access Right-of-Way of the Spaulding Turnpike, said point being 74.00' Southwesterly of and directly opposite Station 1306 + 80.00, Spaulding Turnpike Construction Line as shown on the above-referenced plan;
 thence N 36 degrees 43' - 48.52" W a distance of 30.07' to a point;
 thence N 41 degrees 51' - 26.62" W a distance of 99.47' to a point,
 thence N 35 degrees 59' - 58.42" W a distance of 29.23' to a point in the above described limited access conveyance;
 thence S 41 degrees 57' - 36.41" E with said limited access conveyance a distance of 120.96' to a point in the existing Limited Access Right-of-Way of the Spaulding Turnpike;
 thence S 32 degrees 56' - 41.38" E a distance of 38.00' to the point of beginning.

Containing nine thousandths (.009) of an acre, more or less.

SCHEDULE A**Parcel #1-B:**

Beginning at a point 82' Southwesterly of and directly opposite Station 1303 + 30, Spaulding Turnpike Construction Line, said point also being in the above described limited access conveyance;

thence N 46 degrees 11' - 36.03" W a distance of 7.43' to a point;

thence N 42 degrees 50' - 17.62" W a distance of 74.50' to a point;

thence N 39 degrees 02' - 08.80" W a distance of 33.14' to a point in the above described limited access conveyance;

thence S 41 degrees 57' - 36.41" E with said limited access conveyance a distance of 115.00' to the point of beginning.

Containing three thousandths (.003) of an acre, more or less.

Parcel #1-C:

Beginning at a point in the above described limited access conveyance, said point being 87' Southwesterly of and directly opposite Station 1301 + 60, Spaulding Turnpike Construction Line;

thence N 46 degrees 12' - 26.76" W a distance of 36.08' to a point;

thence N 41 degrees 31' - 31.11" W a distance of 74.41' to a point;

thence N 29 degrees 35' - 27.27" W a distance of 9.84' to a point in the above described limited access conveyance;

thence S 41 degrees 57' - 36.41" E a distance of 120.0' to the point beginning.

Containing five thousandths (.005) of an acre, more or less.

Parcel #1-D:

Beginning at a point 135' Southwesterly of and directly opposite Station 1163 + 75, Spaulding Turnpike Construction Line, said point also being in the above described limited access conveyance;

thence N 53 degrees 16' - 13.66" W a distance of 25.50' to a point;

thence N 45 degrees 23' - 38.97" W a distance of 50.09' to a point;

thence N 28 degrees 20' - 0.72" W a distance of 33.96' to a point in the above described limited access conveyance;

thence S 41 degrees 57' - 37.91" E a distance of 108' to the point of beginning.

Containing one hundredth (0.01) of an acre, more or less.

SCHEDULE A**Parcel #1-E:**

Beginning at a point in the above described limited access conveyance, said point being 135' Southwesterly of and directly opposite Station 1165 + 43;
 thence N 57 degrees 54' - 21.33" W a distance of 7.28' to a point;
 thence N 40 degrees 48' - 53.16" W a distance of 50.01' to a point;
 thence N 37 degrees 33' - 42.57" W a distance of 13.04' to a point in the above described limited access conveyance;
 thence S 41 degrees 57' - 37.91" E a distance of 70.00' to the point of beginning.

Containing two thousandths (.002) of an acre, more or less.

Parcel #1-F:

Beginning at a point 135' Southwesterly of and directly opposite Station 1169 + 00, Spaulding Turnpike Construction Line, said point being in the above described limited access conveyance;
 thence N 44 degrees 15' - 4.10" W a distance of 100.08' to a point;
 thence N 39 degrees 15' - 58.48" W a distance of 85.09' to a point in the above described limited access conveyance;
 thence S 41 degrees 57' - 37.91" E a distance of 185.00' to the point of beginning.

Containing eight thousandths (.008) of an acre, more or less.

Parcel #1-G:

Beginning at a point 135' Southwesterly of and directly opposite Station 1172 + 20, Spaulding Turnpike Construction Line said point being in the above described limited access conveyance;
 thence N 51 degrees 25' - 22.26" W a distance of 30.41' to a point;
 thence N 37 degrees 19' - 59.82" W a distance of 60.20' to a point in the above described limited access conveyance;
 thence S 42 degrees 12' - 42.34" E a distance of 32.80' to a point;
 thence S 41 degrees 57' - 37.91" E a distance of 57.20' to the point of beginning.

Containing two hundredths (.02) of an acre, more or less.

SCHEDULE A

Parcel #1-H:

Beginning at a point in the above described limited access conveyance, said point being 135' Southwesterly of and directly opposite Station 1174 + 15, Spaulding Turnpike Construction Line;

thence N 46 degrees 16' - 52.73" W a distance of 89.44' to a point in the above described limited access conveyance;

thence S 56 degrees 14' - 56.49" E a distance of 26.17' to a point;

thence S 42 degrees 12' - 42.34" E a distance of 63.83' to the point of beginning.

Containing two hundredths (.02) of an acre, more or less.

CONTAINING IN ALL EIGHT HUNDREDTHS (.08) OF AN ACRE, MORE OR LESS.

SCHEDULE A**DRAINAGE EASEMENTS:**

A perpetual and nonexclusive drainage easement burdening Parcel numbers 1-K and 1-L, as more particularly described below and on the plan entitled, "Portsmouth - Newington, New Hampshire Project Number 10102 - Gosling Road Interchange on the Spaulding Turnpike" on file with the New Hampshire Department of Transportation in Concord, New Hampshire and to be recorded in the Rockingham County Registry of Deeds, for the purpose and limitation of constructing, maintaining and improving ditches, culverts, pipes, catch basins or other facilities for the purpose and limitation of rainwater drainage (provided however, that the design of such does not create an unreasonable hazard to persons or property). Nothing stated herein shall be construed as granting a right in the Grantee to connect to existing utility systems of the Government.

Parcel #1-K:

Beginning at a point in the existing Limited Access Right-of-Way of the Spaulding Turnpike, said point being 116' Southwesterly of and directly opposite Station 1312 + 57, Spaulding Turnpike Construction Line;

thence S 8 degrees 56' - 02.54" W a distance of 51.32' to a point;

thence N 55 degrees 17' - 51.66" W a distance of 56.53' to a point,

thence N 0 degrees 59' - 37.04" W a distance of 105.36' to a point in the existing Limited Access Right-of-Way of the Spaulding Turnpike;

thence S 32 degrees 56' - 41.38" E a distance of 103.47' to the point of beginning.

Containing ten hundredths (.10) of an acre, more or less.

Parcel #1-L:

Beginning at a point in the above described limited access conveyance said point being 88' Southwesterly of and directly opposite Station 1300 + 80, Spaulding Turnpike Construction Line;

thence S 12 degrees 50' - 14.00" W a distance of 82.33' to a point;

thence N 41 degrees 52' - 32.42" W a distance of 63.00' to a point;

thence N 11 degrees 40' - 40.43" E a distance of 83.42' to a point in the above described limited access conveyance;

thence S 41 degrees 57' - 36.41" E a distance of 65.00' to the point of beginning.

Containing ten hundredths (.10) of an acre, more or less.

CONTAINING IN ALL TWENTY HUNDREDTHS (.20) OF AN ACRE, MORE OR LESS.

SCHEDULE A**CONSERVATION EASEMENTS:**

Conveying the perpetual and nonexclusive right to enter, manage, enhance, maintain, protect, and preserve in their undeveloped wet and/or forested state the following parcels in accordance with New Hampshire Department of Transportation Wetland Mitigation plan:

Parcel #1-M Upland Easement Area #1:

Beginning at a point in the above described limited access conveyance, said point being 234.73' Southwesterly of and directly opposite Station 1193 + 47.62, Spaulding Turnpike Construction Line;

thence S 63 degrees 31' - 48.73" W a distance of 71.14' to a point;
thence S 74 degrees 07' - 25.16" W a distance of 81.06' to a point;
thence N 37 degrees 26' - 02.13" W a distance of 81.39' to a point;
thence N 60 degrees 57' - 11.41" W a distance of 228.01' to a point;
thence N 01 degrees 45' - 35.63" E a distance of 72.34' to a point;
thence N 54 degrees 21' - 14.27" E a distance of 125.12' to a point;
thence N 53 degrees 32' - 59.24" E a distance of 70.00' to a point;
said point being in the above described limited access conveyance;
thence S 36 degrees 45' - 26.01" E a distance of 384.76' to the point of beginning.

Containing one and fifty five hundredths (1.55) of an acre, more or less.

SCHEDULE A**Parcel #1-N Upland Easement Area #2:**

Beginning at a point in the above described limited access conveyance, said point being 154.78' Southwesterly of and directly opposite Station 1203 + 47.75, Spaulding Turnpike Construction Line;

thence N 82 degrees 17' - 52.48" W a distance of 32.62' to a point;
 thence N 68 degrees 30' - 04.01" W a distance of 88.80' to a point;
 thence S 11 degrees 49' - 09.74" E a distance of 71.81' to a point;
 thence S 77 degrees 14' - 28.45" W a distance of 99.41' to a point;
 thence N 22 degrees 18' - 17.43" W a distance of 67.62' to a point;
 thence N 87 degrees 10' - 01.96" W a distance of 173.86' to a point;
 thence S 05 degrees 18' - 57.83" W a distance of 32.60' to a point;
 thence S 36 degrees 06' - 38.67" E a distance of 61.92' to a point;
 thence S 02 degrees 11' - 23.65" E a distance of 41.73' to a point;
 thence N 37 degrees 53' - 26.70" W a distance of 487.85' to a point;
 thence S 63 degrees 58' - 41.10" E a distance of 59.63' to a point;
 thence S 55 degrees 08' - 27.41" E a distance of 155.36' to a point;
 thence S 85 degrees 29' - 56.91" E a distance of 289.71' to a point;
 thence N 64 degrees 12' - 33.69" E a distance of 20.35' to a point;
 thence N 40 degrees 26' - 22.99" W a distance of 193.41' to a point;
 thence N 43 degrees 17' - 40.63" E a distance of 60.75' to a point;
 thence S 38 degrees 43' - 13.19" E a distance of 83.77' to a point in the above described limited access conveyance;
 thence S 36 degrees 42' - 44.90" E a distance of 341.64' to the point of beginning;

Containing two and seven hundredths (2.07) acres, more or less.

Parcel #1-O Upland Easement Area #1-A:

Beginning at a point in the above described limited access conveyance said point being 189.96' Southwesterly of and directly opposite Station 1197 + 51.96, Spaulding Turnpike Construction Line;

thence N 86 degrees 42' - 49.32" W a distance of 75.02' to a point;
 thence N 50 degrees 56' - 13.95" W a distance of 40.10' to a point;
 thence N 15 degrees 40' - 21.97" E a distance of 54.44' to a point;
 thence N 69 degrees 02' - 11.36" E a distance of 25.05' to a point in the above described limited access conveyance;
 thence S 36 degrees 45' - 26.01" E a distance of 113.51' to the point of beginning.

Containing twelve hundredths (.12) of an acre, more or less.

SCHEDULE A**Parcel #1-P Upland Easement Area #2A:**

Beginning at a point 302' Southwesterly of and directly opposite Station 1207 + 50, Spaulding Turnpike Construction Line;

thence S 75 degrees 29' - 58.82" W a distance of 53.74' to a point;
thence N 77 degrees 54' - 47.42" W a distance of 181.54' to a point;
thence N 05 degrees 15' - 21.22" E a distance of 55.31' to a point;
thence S 81 degrees 00' - 42.54" E a distance of 95.93' to a point;
thence S 56 degrees 21' - 15.33" E a distance of 82.82' to a point;
thence N 77 degrees 09' - 43.51" E a distance of 56.31' to a point;
thence S 10 degrees 38' - 27.39" E a distance of 31.82' to the point of beginning.

Containing twenty five hundredths (.25) of an acre, more or less.

Parcel #1-Q Upland Easement Area #2-B:

Beginning at a point 196' Southwesterly of and directly opposite Station 1209 + 62, Spaulding Turnpike Construction Line;

thence S 40 degrees 41' - 40.83" W a distance of 75.87' to a point;
thence N 77 degrees 37' - 41.64" W a distance of 75.39' to a point;
thence N 06 degrees 10' - 10.39" W a distance of 91.10' to a point;
thence N 19 degrees 13' - 35.94" E a distance of 38.96' to a point;
thence N 58 degrees 55' - 06.40" E a distance of 19.68' to a point;
thence S 85 degrees 30' - 11.86" E a distance of 62.83' to a point;
thence S 23 degrees 58' - 58.82" E a distance of 99.84' to the point of beginning.

Containing thirty four hundredths (.34) of an acre, more or less.

SCHEDULE A**Parcel #1-R Wetland Mitigation Area:**

Beginning at a point in the Westerly Limited Access Right-of-Way of the Spaulding Turnpike as now traveled said point being 265' Southwesterly of and directly opposite Construction Line Station 329 + 33 as shown on the referenced plan;

thence N 59 degrees 27' - 52.86" W a distance of 884.14' to a point;

thence N 24 degrees 03' - 21.49" W a distance of 351.07' to a point;

thence N 22 degrees 39' - 18.02" E a distance of 148.41' to a point;

thence N 10 degrees 09' - 17.57" W a distance of 312.56' to a point;

thence N 19 degrees 39' - 17.56" W a distance of 249.41' to a point;

thence N 70 degrees 39' - 48.42" W a distance of 147.43' to a point;

thence N 84 degrees 44' - 16.91" W a distance of 435.74' to a point;

thence N 65 degrees 26' - 02.84" E a distance of 277.70' to a point;

thence N 81 degrees 02' - 36.52" E a distance of 386.85' to a point in the existing Limited Access Right of Way of the Spaulding Turnpike,

thence S 32 degrees 33' - 09.08" E along said existing Limited Access Right-of-Way a distance of 1138.13' to a point;

thence S 28 degrees 54' - 45.00" E a distance of 444.28' to a point;

thence S 14 degrees 56' - 58.83" E a distance of 378.31' to the point of beginning;

Containing fifteen and ninety eight hundredths (15.98) acres, more or less.

CONTAINING IN ALL TWENTY AND THIRTY ONE HUNDREDTHS (20.31)
ACRES, MORE OR LESS.

SCHEDULE A**UTILITY EASEMENTS:**

Conveying the perpetual and nonexclusive right and easement burdening Parcel nos. 1-S and 1-T, as more particularly described below and on the plan entitled, "Portsmouth-Newington, New Hampshire Project Number 10102 - Gosling Road Interchange on the Spaulding Turnpike" on file with the New Hampshire Department of Transportation in Concord, New Hampshire and to be recorded in the Rockingham County Registry of Deeds, for the purpose and limitation to construct, reconstruct, maintain and repair pipes, conduits, cables, wires, poles, basins, manholes or other facilities for utility purposes, over, under or through certain lands abutting or near Spaulding Turnpike. Nothing state herein shall be construed as granting a right in the Grantee to connect to existing utility systems of the Government.

Parcel #1-S:

Beginning at a point in the Westerly Limited Access Right-of-Way of the Spaulding Turnpike as now traveled said point being 80.74' Southwesterly of and directly opposite Station 1307 + 51.18, Spaulding Turnpike Construction Line as shown on the referenced plan;
 thence N 50 degrees 46' - 02.50" W a distance of 329.63' to a point;
 thence N 41 degrees 52' - 32.42" W a distance of 2246.73' to a point;
 thence N 56 degrees 14' - 56.49" W a distance of 498.46' to a point;
 thence N 56 degrees 15' - 48.77" W a distance of 418.29' to a point;
 thence N 38 degrees 14' - 22.76" W a distance of 96.96' to a point in the above described limited access conveyance said point being 79.60' Southwesterly of and directly opposite Station 1416 + 77 Gosling Road Construction Line;
 thence S 56 degrees 15' - 48.8" E with said limited access conveyance a distance of 510.50' to a point;
 thence S 56 degrees 14' - 56.5" E a distance of 637.94' to a point;
 thence S 42 degrees 12' - 42.0" E a distance of 200.44' to a point;
 thence S 41 degrees 57' - 37.9" E a distance of 677.20' to a point;
 thence S 41 degrees 57' - 37.9" E a distance of 822.87' to a point;
 thence S 41 degrees 57' - 36.4" E a distance of 637.96' to a point;
 said point being in the limited access right-of-way of the Spaulding Turnpike as now traveled;
 thence S 32 degrees 56' - 41.38" E a distance of 108.78' to the point of beginning.

Containing four and thirty two hundredths (4.32) acres, more or less.

SCHEDULE A**Parcel #1-T:**

Beginning at a point in the above described limited access conveyance said point also being 289.73' Southwesterly of and directly opposite Construction Line Station 1191 + 12.41 as shown on the referenced plan;

thence S 61 degrees 46' - 21.78" W a distance of 100.0' to a point;
 thence N 28 degrees 13' - 38.22" W a distance of 186.62' to a point;
 thence N 36 degrees 45' - 26.01" W a distance of 807.26' to a point;
 thence N 36 degrees 45' - 22.94" W a distance of 966.68' to a point;
 thence N 23 degrees 32' - 17.40" W a distance of 729.93' to a point;
 thence N 23 degrees 08' - 22.0" W a distance of 767.81' to a point;
 thence N 23 degrees 08' - 37.0" W a distance of 422.51" to a point;
 thence N 23 degrees 08' - 34.4" W a distance of approximately 55.00' to a point in the division line between land of the United States of America and land of the City of Portsmouth;
 thence N 83 degrees 03' - 46" E with said division line a distance of approximately 132.00' to a point in the above described limited access conveyance;
 thence S 23 degrees 08' - 34.4" E a distance of approximately 30.00' to a point;
 thence S 23 degrees 08' - 37.0" E a distance of 422.62' to a point;
 thence S 23 degrees 08' - 22.0" E a distance of 767.36' to a point;
 thence S 23 degrees 32' - 17.4" E a distance of 845.61' to a point;
 thence S 36 degrees 45' - 22.9" E a distance of 823.89' to a point;
 thence S 36 degrees 45' - 26" E a distance of 814.72' to a point;
 thence S 28 degrees 13' - 38.2" E a distance of 194.07' to the point of beginning"

Containing Ten and Fifty one Hundredths (10.51) acres, more or less.

CONTAINING IN ALL FOURTEEN AND EIGHTY THREE HUNDREDTHS (14.83) ACRES, MORE OR LESS.

SCHEDULE BNOTICE OF HAZARDOUS SUBSTANCES RELEASE

Notice is hereby provided that the information set out below from the Parcel J Supplemental Environmental Baseline Survey and the Pease Installation Restoration Program documents for Zone 1 and Landfill 5 provide notice of hazardous substances that have known to have been released on Parcel J at Pease Air Force Base. Specifically, the release occurred at Landfill 5 which is located on a parcel (Parcel I.1) adjacent to Parcel J. As a result of the known release at Landfill 5, contaminated groundwater has migrated from the Landfill 5-area into the boundary limits of Parcel J as indicated by sampling results at monitoring well # 6003. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund") 42 U.S.C. section 9620(h).

Parcel J

Substance	Regulatory Synonym	CAS Registry Number	Quantity kg/pounds	Date	Hazardous Waste ID Number (if applicable)	Response	Remarks
Tetrachloroethene		127184	Unknown	Unknown	U210	Yes	LF-5 is source of release
Trichloroethene		79016	Unknown	Unknown	U228	Yes	"

COORDINATE LISTING

<u>Point</u>	<u>Northing</u>	<u>Easting</u>	<u>Description</u>
MW 6003	218978.7084	1213145.6860	Monitoring Well
12038	218955.6428	1213127.1966	Intersection Point
12039	219053.5059	1213085.3724	Intersection Point

SCHEDULE C

BK3366PG0691