



ORIGINAL



FIRST FIVE-YEAR REVIEW REPORT

LETTERKENNY ARMY DEPOT PROPERTY DISPOSAL AREA NATIONAL PRIORITIES LIST SITE CHAMBERSBURG, PENNSYLVANIA

FINAL



U.S. Army Corps of Engineers
Hazardous, Toxic, Radioactive Waste Branch
Baltimore, Maryland

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**Letterkenny Army Depot
Chambersburg, Pennsylvania**

January 2007

This report documents completion of the first five-year review for the Letterkenny Army Depot Property Disposal Area as required by the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) in accordance with CERCLA §121 (c), as amended, and the National Oil and Hazardous Substances Pollution Contingency Plan (NCO), part 300.430(f)(4)(ii) of the Code of Federal Regulations (CFR).

United States Department of the Army

By: 

ROBERT A. SWENSON
Colonel, U.S. Army
Commanding
Letterkenny Army Depot

Date: 3/1/07

EXECUTIVE SUMMARY

The first five-year review of the Letterkenny Army Depot (LEAD) Property Disposal Office Area (PDO) in Chambersburg, Pennsylvania was completed in December 2006. This first review was conducted between May 2004 and December 2006 in accordance with the US Environmental Protection Agency (EPA) guidance document titled Comprehensive Five-Year Review Guidance, dated June 2001 (EPA, 2001). This report documents the results of the five-year review. The trigger for the five-year reviews was initially based on the implementation of the remedial action for the Phase I Parcel Record of Decision (ROD) for the Phase I Parcels as per the Base Realignment and Closure (BRAC) program (portion of PDO OU 6). This report focuses on the Phase I BRAC property transfer.

The final remedy for the PDO OU 6 Phase I Parcels included land use controls for the Phase I soils and an interim remedy for the underlying groundwater. The trigger for the five-year review was the Phase I ROD signature date, September 30, 1998. Accordingly, the next five-year review will be completed five years after the signing of this five-year review.

The remedy for PDO OU 6, Phase I BRAC parcels was land use controls to prevent contact with groundwater that is contaminated with volatile organic compounds (VOCs) and to prevent exposure to soil under a residential scenario in certain areas by ensuring that the land use remains commercial/industrial. Two minor deficiencies were noted: 1.) Deeds of dedication for the Phase II road parcels do not reference land use restrictions as required by the Phase II ROD. 2.) The BRAC Environmental Coordinator (BEC) has been signing annual Land Use Control inspection reports instead of the Letterkenny Army Depot Commander. These deficiencies do not currently affect the protectiveness of the remedy under current conditions. These deficiencies will be addressed by 1.) Deeds of correction for the road parcels will be recorded at the Franklin County Courthouse and 2.) Amend the LUCAP MOA to change the signatory of the annual inspection reports from the Letterkenny Commander to the Letterkenny BEC.

Overall, the remedy is functioning as designed, and is being operated and maintained in an appropriate manner. The land use controls are implemented and verified by means of the following: a Land Use Control Memorandum of Agreement (MOA) between among the Army EPA, PADEP and Letterkenny Industrial Development Authority (LIDA) (owners/overseers of the land/business park); deed restrictions; zoning restrictions; the Cumberland Valley Business Park (CVBP) Declaration of Covenants, Conditions and Restrictions; a health and safety plan implemented by LIDA; and annual inspections, notifications and status reports by the Army.

10/2007

Site Identification	
Site Name: OU 6 BRAC Sites, Property Disposal Office Area Letterkenny Army Depot	EPA ID: PA6213820503
Region: 03 State: PA	City/County: Franklin
Site Status	
NPL Status: Final	
Remediation Status: Ongoing Operation	
Multiple OUs: Yes	
Construction Completion Date: October 2010	
Has the site been put into reuse? Yes	
Funding Source: BRAC and ER,A	
Review Status	
Lead Agency: U.S. Army	
Who Conducted the review (EPA Region, State, Federal Agency): Federal Facility	
Author Name: Bryan Hoke	
Author Title: LEAD BRAC Environmental Coordinator	
Author Affiliation: U.S. Army	
Review Period : From: 27 May 2004	To: 11 December 2006
Date(s) of Site Inspection: 16 August 2006	
Type of Review: Statutory	Number of Review: 1
Triggering Action Event: Remedial Action Start	
Trigger Action Date: 30 September 1998	
Due Date: 30 September 2003	

FIVE YEAR REVIEW SUMMARY REPORT

Deficiencies:

Two minor deficiencies were noted:

- Deeds of dedication for the Phase II road parcels do not reference land use restrictions as required by the Phase II ROD (associated with part of PDO OU 6).
- The BRAC Environmental Coordinator (BEC) has been signing annual Land Use Control inspection reports instead of the Letterkenny Army Depot Commander (associated with parts of PDO OU 6).

These deficiencies do not currently affect the protectiveness of the remedy under current conditions; however, future protectiveness may be affected if controls are not implemented.

Recommendations and Follow-up Actions:

- Deeds of correction for the road parcels will be recorded at the Franklin County Courthouse
- The LUCAP MOA will be amended to change the signatory of the annual inspection reports from the Letterkenny Commander to the Letterkenny BEC.

Protectiveness Statement(s):

The remedy for PDO OU 1 and PDO OU 3 was no further action and is therefore considered protective of human health and the environment. The remedy for portions of PDO OU 6 (Phase I and II BRAC parcels) (institutional controls) have been selected and are considered protective of human health and the environment. A no further action decision was implemented in the ROD for the Phase III BRAC parcels, which included all of PDO OU 7 (Southern Martinsburg Shale Region [SMSR] groundwater) and also included another portion of PDO OU 6. The remedies for the following PDO OUs have not been selected at this time:

PDO OU 2 (PDO Area Groundwater and Surface Water)

PDO OU 4 (Soil, Sediment and Groundwater Associated with the Oil Burn Pit [OBP])

PDO OU 5 (Rocky Spring Drainage System Area)

PDO OU 6 (BRAC Waste Sites) (note remedies for portions of this OU have been selected)

Other Comments:

An additional deficiency was first noted during beginning of the 5-year review. The notification letter and map identifying the Institutional Controls had not been finalized. Since identifying the deficiency, the notification letter has been finalized and was subsequently delivered to LIDA in mid-June 2006. This deficiency was resolved prior to completion of the 5-Year review process.

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LIST OF ACRONYMS

$\mu\text{g}/\text{kg}$	micrograms per kilogram
$\mu\text{g}/\text{L}$	micrograms per liter
ARARs	applicable or relevant and appropriate requirements
BRAC	Base Closure and Realignment
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CFR	Code of Federal Regulations
cm	centimeters
CVBP	Cumberland Valley Business Park
DA	Disposal Area
DAF	dilution attenuation factor
DCE	1,2-dichloroethene
DLA	Defense Logistics Agency
DRMO	Defense Reutilization Marketing Office
dscf	dry standard cubic foot
EE/CA	engineering evaluation/cost analysis
ESD	Explanation of Significant Differences
ESE	Environmental Science and Engineering, Inc.
FFS	Focused Feasibility Study
fixated	exceeded TCLP standards for lead were treated
FOSLs	Findings of Suitability to Lease
FOST	Finding of Suitability to Transfer
ft/day	feet per day
HRS	Hazard Ranking Score
LAG	Interagency Agreement
IC	Institutional Control
IWTP	Industrial Wastewater Treatment Plant
IWWS	Industrial Wastewater Storm Sewers
LDR	Land Disposal Restriction
LEAD	Letterkenny Army Depot
LT ³	Low Temperature Thermal Treatment
MOA	Memorandum of Agreement
mph	miles per hour
msl	mean sea level
NCP	National Oil and Hazardous Substances Pollution Contingency Plan
NPL	National Priorities List

NSIA	Northern Southeast Industrial Area
OBP	Oil Burn Pit
OU	Operable Unit
OU	Operable Unit
PADEP	Pennsylvania Department of Environmental Protection
PADER	Pennsylvania Department of Environmental Resources
PCBs	polychlorinated biphenyls
PDO	Property Disposal Office
PP	Proposed Plan
ppb	parts per billion
RA	Risk Assessment
RCRA	Resource Conservation and Recovery Act
RI	Remedial Investigation
ROD	Record of Decision
SE	Southeastern Area
SMSR	Southern Martinsburg Shale Region
SSIA	Southern Southeast Industrial Area
SSL	Soil Screening Level
SVOCs	semivolatile organic compounds
TBC	To Be Considered
TCA	1,1,1-trichloroethane
TCE	trichloroethene
TPH	total petroleum hydrocarbons
U.S. EPA	U.S. Environmental Protection Agency
USAF	U.S. Air Force
VOCs	Volatile organic compounds
WESTON®	Weston Solutions, Inc. (formerly Roy F. Weston, Inc.)

Original

1. INTRODUCTION

The United States (U.S.) Army, with review and input from the U.S. Environmental Protection Agency (U.S. EPA) and the Pennsylvania Department of Environmental Protection (PADEP) has conducted a five-year (statutory) review of the remedial actions implemented at the Phase I Parcels, (PDO OU 6) Property Disposal Office Area, and the interim groundwater actions at PDO OU's 2 and 4, Letterkenny Army Depot (LEAD), Franklin County, Pennsylvania. The review was conducted from 27 May 2004 to 11 December 2006.

The purpose of five-year reviews is to determine whether the remedy at a site is protective of human health and the environment. The methods, findings, and conclusions of reviews are documented in five-year review reports. In addition, five-year review reports identify deficiencies found during the review, if any, and recommendations to address them. The lead agency (U.S. Army) must implement five-year reviews consistent with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and the National Oil and Hazardous Substances Pollution Contingency Plan (NCP). CERCLA 121(c), as amended states:

If the President selects a remedial action that results in any hazardous substances, pollutants, or contaminants remaining at the site, the President shall review such remedial action no less often than each five years after the initiation of such remedial action to assure that human health and the environment are being protected by the remedial action being implemented.

The NCP part 300.430(f)(4)(ii) of the Code of Federal Regulations (CFR) states:

If a remedial action is selected that results in hazardous substances, pollutants, or contaminants remaining at the site above levels that allow for unlimited use and unrestricted exposure, the lead agency shall review such action no less often than every five years after the initiation of the selected remedial action.

In addition, if upon such review it is the judgment of the President that action is appropriate at such site in accordance with CERCLA §104 or §106, the President shall take or require such action. The President shall report to the Congress a list of facilities for which such review is required, the results of all such reviews, and any actions taken as a result of such reviews.

There are seven OUs established for the PDO Area NPL Site. This is the first five-year review for the Letterkenny Army Depot, Property Disposal Office Area. The triggering action for this statutory review is the remedial action start date for the Phase I Parcels, as shown in U.S. EPA's CERCLIS3/WasteLAN database: 30 September 1998. Specifically, this five-year review is being activated by the continuing presence of contaminants at the site above levels that allow for unlimited and unrestricted use. In addition, this five-year review discusses the status of the remaining 6 OUs.

The following is a brief discussion and current status of each OU.

PDO OU 1 – SOURCE AREA SOILS

Two locations were identified as sources of soil contamination within PDO OU 1: The Defense Reutilization and Marketing Office (DRMO) Drum Area Revetments and the Oil Burn Pit (OBP). DRMO used the Drum Area Revetments for storing drummed wastes. The OBP was used as a fire training area during the 1970's and 1980's. Oils and chlorinated solvents were dumped into the OBP and set on fire as part of fire training exercises by the Letterkenny Fire Department.

A Remedial Investigation (RI) was conducted in the 1980's that concluded that the OBP and the DRMO Drum Area Revetments were the major sources of the VOC groundwater contamination but the soils were no longer an active source of contamination (ESE, 1987). Based on the findings of the RI a No Action Record of Decision (ROD) for the OBP and the DRMO Drum Area revetment was signed in 1991. The ROD stated that the OBP and the DRMO Drum Revetments were the major sources that had caused the VOC groundwater contamination in the PDO area. The ROD also stated that the VOCs had migrated from the soils into the underlying bedrock. Therefore no soil remediation was necessary at the OBP and the DRMO Drum Revetments.

In 1995 Letterkenny was backfilling the OBP when black sludge-like material was noted oozing from beneath the fill material. The sludge was sampled and discovered to contain high levels of VOC's. Later that year 3 soil borings were completed within the OBP. The results showed the soil to be contaminated with 1,1,1 – trichloroethane (TCA). Other VOC's detected included 1,1-dichloroethane, tetrachloroethene, trichloroethylene, and benzene, toluene, ethylbenzene, xylene (BTEX). As a result of this discovery, Letterkenny created a new OU - PDO OU 4 to administratively manage any future investigations at the OBP. The No Action ROD still applies to the DRMO Drum Area Revetments.

PDO OU 2 – PDO AREA GROUNDWATER AND SURFACE WATER

PDO OU 2 consists of VOC-contaminated groundwater (on and off-post) and surface water in the PDO Area. The PDO groundwater becomes surface water at the Rocky Spring. The primary sources of the VOC contaminated groundwater are the DRMO Drum Storage Revetments and the Oil Burn Pit (OBP). The OBP is topographically the most upgradient point within the PDO Area. Due to feasibility issues, it has been decided to address groundwater issues at the Spring House, since it is the primary discharge point, rather than attempt to treat at multiple upgradient sources. Currently the exit strategy is to continue the groundwater remedial investigation at the OBP. If the results show that the groundwater downgradient of the DRMO Drum Revetments is not impacted by the OBP groundwater then the Army will move toward completing the feasibility study, proposed plan, and ROD documents for PDO OU 2.

PDO OU 3 – MERCURY DETECTIONS IN ROCKY SPRING LAKE

PDO OU 3 addressed the sporadic detections of mercury in the Rocky Spring Lake. Suspected sources for the mercury were the Deactivation Furnace and the storage area behind Building 1467. During two sampling events in 1991, mercury was detected in the lake. However follow-on studies in 1992-94 did not detect mercury (above regional background) in the lake.

The RI for PDO OU 3 was finalized in August 1996. The RI concluded that the 1991 mercury detections were due to drought conditions, causing enhanced bioaccumulation of mercury and subsequent release during algal die-off. This caused a short-term release of mercury into the lake. A No Further Action Decision Document was finalized in February 2000 and that decision is still applicable.

PDO OU 4 – SOIL, SEDIMENT AND GROUNDWATER ASSOCIATED WITH THE OIL BURN PIT

PDO OU 4 consists of the VOC contaminated groundwater, sediments and soils associated with the Oil Burn Pit (OBP). The OBP was a bare soil pit used for fire training exercises in the 1970's and 80's. Oils and solvents were dumped into the OBP and then set on fire as part of fire training exercises by the Letterkenny Fire Department. The OBP was determined not to be an active source of groundwater contamination and a No Action ROD for PDO OU 1 was signed in 1991.

In 1995 Letterkenny was backfilling the OBP when black sludge-like material was noted oozing from beneath the fill material. Subsequent soil samples were contaminated with 1,1,1 – trichloroethane (TCA), 1,4-dioxane, 1,1-dichloroethane, tetrachloroethene, trichloroethylene, and benzene, toluene, ethylbenzene, xylene (BTEX) and other VOC's. These results showed that the OBP was still an active source of groundwater contamination.

As a result of the discovered soil contamination Letterkenny created a new OU – PDO OU 4 to administratively manage the soil, sediment, and groundwater contamination associated with the Oil Burn Pit. Currently PDO OU 4 is in the RI phase with groundwater sampling and dye studies planned through 2007. Once the RI and risk assessment are completed a remedy will be selected based on the completion of the feasibility study and documented in a ROD.

PDO OU 5 – ROCKY SPRING DRAINAGE SYSTEM AREA

PDO OU 5 comprises the Rocky Spring Drainage Area. Contaminants of concern include PCB's and pesticides. In 1995 during the removal of sediments from the Rocky Spring Springhouse it was discovered that the sediments contained elevated levels of PCB's. Based on these findings sediment traps were then installed in the Springhouse to assess the sediments that continued to accumulate at Rocky Spring and subsequently discharge to Rocky Spring Lake. The results of the sediment trap sampling showed that PCB sediments were continuing to discharge from Rocky Spring and flow into Rocky Spring Lake.

Based on the PCB sediment results, an RI was undertaken to determine the source and extent of PCB contamination within the Rocky Spring Drainage System Area. The RI determined that the DRMO Scrapyard (and some of its downgradient sediments) is the source of the PCB sediments discharging from Rocky Spring.

Based on the results of the RI the Army decided to perform a time-critical removal action to remove the source of the PCB's to the Rocky Spring System. Concrete and soil were excavated and disposed of as hazardous waste within the boundary of the DRMO Scrapyard. In addition soil/sediment was removed from the stormwater drainageway that drains the DRMO Scrapyard.

Currently PDO OU 5 is in the RI phase and the RI/RA report is under regulatory review and comment.

PDO OU 6 – BRAC WASTE SITES

The PDO OU 6 area is composed of potential waste sites identified in the to-be-excessed portion of the PDO Area. PDO OU 6 is being investigated under the BRAC investigation program. There are approximately 15 sites that fall administratively under PDO OU 6. Additional information, including a location map, is provided in Section 3. Currently the sites are in the remedial investigation/ screening level risk assessment phase. These sites are tentatively planned to be transferred under the Phase VI Parcel transfer.

PDO OU 7 – SOUTHERN MARTINSBURG SHALE REGION (SMSR)

The Southern Martinsburg Shale Region (SMSR) is a region at LEAD that contains an area of shale bedrock surrounded by downgradient limestone bedrock. This shale bedrock is generally more resistant to weathering than the surrounding limestone formations and therefore, forms the “highland” or elevated ridge areas in the area of the Phase III parcels. Based on the geologic and topographic upgradient setting and the lack of industrial activities within the SMSR it was thought that the SMSR could be unaffected by the known and potential VOC sources located downgradient of the SMSR. Therefore a groundwater investigation was initiated in 1999 to prove that the SMSR was not impacted by any previous industrial activities at Letterkenny. Four rounds of groundwater sampling were conducted in late 1999 through 2000 and then in 2002. Results of the sampling showed that there is no VOC groundwater contamination in the SMSR. Based on the finding of no VOC impacted groundwater the SMSR was redefined as PDO OU 7 and subsequently became the basis for the Phase III property transfer that was completed in January 2004.

2. SITE CHRONOLOGY

Table 1 lists the chronology of events for the Property Disposal Office Area site.

Table 1 Chronology of Site Events

Event	Date
Initial Discovery	1978
Pre-NPL Responses	Preliminary Assessment , January 1980 LKD.RT-011 Remedial Investigation, September 1987 LKD.RT-015
NPL Listing	22 March 1989
Federal Interagency Agreement	3 February 1989
RI/FS Complete	April 1998 (OU 6, Phases I and II), 2003 (OU 6 and OU 7, Phase III)
Record of Decision (ROD) Signature	OU 6: 29 September 1998 (Phase I Parcels) LKD.RT-147 OU 6: July 2001 (Phase II Parcels) LKD.RT-190 OU 6 and OU 7: August 2003 (Phase III Parcels) LKD.RT-239
Remedial Action Start	29 September 1998 (Phase I Parcels) July 2001 (Phase II Parcels)
Remedial Action Complete	Ongoing
Removal Actions	PCB Sediments (PDO OU 5 – 2000, 2002) OVSA Soils (PDO OU 6 – 2000) OBP Soils (PDO OU 4 – 1997, 1999) Old PDO Scrapyard Soils (PDO OU 6 – 2004, 2005)

3. SITE BACKGROUND

LEAD is located (Figure 1) on the Western side of the Cumberland Valley, in the central part of Franklin County, 5 miles North of Chambersburg, PA. The Depot fronts on Pennsylvania State Highway 997. Chambersburg is the largest town in Franklin County and is the county seat, with 17,862 inhabitants. Surrounding population centers with populations greater than 9,000 include Greene Township (12,284), Guilford Township (13,100), Waynesboro (9,614), and Antrim Township (12,504). LEAD is located within three townships: Greene, Letterkenny, and Hamilton.

LEAD was established in 1942 as an ammunition storage facility. In subsequent years the following missions were added:

- Reserve storage and export, advance storage of parts, tools, supplies, and equipment for combat vehicles, artillery, small munitions, and vehicle fire control equipment (1943).
- Receipt and storage of hardware, heavy-duty trucks, and parts (1944).
- Establishment of transport and combat vehicle shops and expansion of the maintenance program (1947).
- Establishment of a rebuild system for guided missile ground control, launching, and handling equipment; missile propellant systems; and internal guidance systems (1954).
- Assignment of the special weapons mission (1958).
- Designation of the Depot as the Eastern Equipment Assembly Area (1959). This mission gave the Depot responsibility for the handling and shipment of equipment for guided missile and special weapons units to overseas locations.
- Acceptance and destruction of U.S. Air Force (USAF) missile fuel (1961).
- Letterkenny Ordnance Depot was renamed the Letterkenny Army Depot (1962).
- Disposal of explosive ordnance from the Army as well as from state and local police (1964).
- Rebuilding artillery recoil mechanisms and maintenance and storage of USAF missiles (1966).
- Receipt, storage, and dispersal of batteries and tires to Army units (1972).
- Operation of a washout facility to reclaim explosives from munitions (1973).

Many of these missions/activities involved the use and/or disposal of chlorinated solvents, primarily trichloroethene (TCE) and 1,1,1-trichloroethane (TCA), along with petroleum hydrocarbons and other solvents.

During the 1970s and 1980s, LEAD undertook several construction and modernization projects. New facilities, including a Care and Preservation Building, chrome plating facility, and radiographic inspection facility, were constructed. Several large modernization projects were completed, including the Automated Storage and Retrieval System-Plus, which provides state-of-the-art support to maintenance operations. During the cold war years, new missions in the maintenance of weapon systems—particularly Hawk, Patriot, and Paladin—were added.

As a result of the 1995 Base Realignment and Closure (BRAC) Commission's recommendation, LEAD's mission was to be realigned by transferring the towed and self-propelled howitzer mission to Anniston Army Depot and by transitioning missile guidance and control to Tobyhanna Army Depot. As a result of this realignment, property at LEAD will be excessed (turned over to the local community for reuse).

Current or past operations conducted at LEAD involved cleaning, stripping, plating, lubrication, demolition, chemical/petroleum transfer/storage, and washout/deactivation of ammunition. Most of the above operations were accomplished using trichloroethene (TCE), other chlorinated solvents, and petroleum distillates.

In July 1987, the Southeastern Area (SE) of LEAD was listed on the NPL with a Hazard Ranking Score (HRS) of 34.21. On March 1989, the Property Disposal Office (PDO) Area of LEAD was placed on the National Priorities List (NPL); the HRS Score was 37.51. The locations of the SE and PDO Areas at LEAD are shown in Figure 2. Major Tenant activity on Depot includes the Defense Reutilization Marketing Office (DRMO) and the Letterkenny Munitions Center (LEMC).

On 3 February 1989, the U.S. Army, EPA, and Pennsylvania Department of Environmental Resources (PADER) [pertaining to RCRA and Clean Streams Law issues] signed a Federal Facility Interagency Agreement (IAG). The IAG established the framework for the CERCLA response actions at LEAD and required the review of all documents concerning the investigation of environmental contamination at LEAD produced prior to the IAG. PADER has since changed its name to the Pennsylvania Department of Environmental Protection (PADEP).

3.1 DESCRIPTION OF THE PROPERTY DISPOSAL OFFICE AREA OPERABLE UNITS

The locations of the OUs in the PDO Area are provided on figures 3 and 4 (groundwater OUs). At the time the Phase I Property Transfer (PDO OU 6) Record of Decision (ROD) was signed, there were six PDO Operable Units (OUs) as follows:

- PDO OU 1—Source Area Soils (soils from the Oil Burn Pit [OBP] and drum storage revetments)
- PDO OU 2—PDO Area Groundwater and Surface Water
- PDO OU 3—Mercury Detections in Rocky Spring Lake
- PDO OU 4 – Groundwater Divide at 81-5 and Off-PDO Groundwater Ammunition Area and Off-Post Resident Wells)*
- PDO OU 5 – Rocky Spring Drainage System Area
- PDO OU 6 – BRAC Waste Sites

An additional OU was designated based on the results of the Final Summary Report on the Groundwater Quality in the Southern Martinsburg Shale Region (Weston 2003). The new additional OU created within the PDO Area is:

- PDO OU 7—Southern Martinsburg Shale Region (SMSR)

* Note that the name of OU 4 was revised to reflect new information.

3.1.1 PDO OU 1—Source Area Soils

The Defense Reutilization and Marketing Office (DRMO) used the Drum Area Revetments for storing drummed wastes as recently as the early 1980's. The OBP was used as a fire training area during the 1970's and 1980's. Oils and solvents were dumped into the OBP and set on fire as part of fire training exercises by the Letterkenny Fire Department.

An Initial Installation Assessment of LEAD was performed in 1978 and the Discovery Phase was initiated in January 1979. The assessment documented the two DRMO revetments that were used for the storage of drums containing oil and other organic substances. The revetments were designed with special valves that could be closed in the event of a spill. The assessment noted that the soil in the revetments was oil soaked. The Installation Assessment documented that waste oil and organic compounds from the Building 350 chemical laboratory were taken to the OBP for disposal.

A Remedial Investigation (RI) was conducted in the 1980's that concluded that the OBP and the DRMO Drum Area Revetments were the major sources of the VOC groundwater contamination but the soils were no longer an active source of contamination (ESE, 1987). Based on the findings of the RI a No Action Record of Decision (ROD) for the OBP and the DRMO Drum Area revetment was signed in 1991. The ROD stated that the OBP and the DRMO Drum Revetments were the major sources that had caused the VOC groundwater contamination in the PDO area. The ROD also stated that the VOCs had migrated from the soils into the underlying bedrock. Therefore no soil remediation was necessary at the OBP and the DRMO Drum Revetments.

In 1995 Letterkenny was backfilling the OBP when black sludge-like material was noted oozing from beneath the fill material. The sludge was sampled and discovered to contain high levels of VOC's. Later that year 3 soil borings were completed within the OBP. The results showed the soil to be contaminated with 1,1,1 – trichloroethane (TCA). Other VOC's detected included 1,1-dichloroethane, tetrachloroethene, trichloroethylene, and benzene, toluene, ethylbenzene, xylene

(BTEX). As a result of this discovery, Letterkenny created a new OU - PDO OU 4 to administratively manage any future investigations.

3.1.2 PDO OU 2— PDO Area Groundwater and Surface Water

PDO OU 2 consists of VOC-contaminated groundwater (on and off-post) and surface water in the PDO Area. The PDO groundwater becomes surface water at the Rocky Spring. The primary sources of the VOC contaminated groundwater are the DRMO Drum Storage Revetments and the Oil Burn Pit (OBP). Due to feasibility issues, it has been decided to address groundwater issues at the Spring House, since it is the primary discharge point, rather than attempt to treat at multiple upgradient sources.

Approximately 20 residential water wells south of the PDO Area have been sampled periodically since 1982. Currently LEAD is focusing monitoring on 3 residential wells (Carty, Bly and Letterkenny Park), monitoring well 1383, and Rocky Spring. In addition LEAD is conducting real time groundwater gradient monitoring of these wells. Over time VOC concentrations at Rocky Spring have decreased to the point that Monitored Natural Attenuation is being considered as a remedy. However, the FFS, PP, and ROD for PDO OU 2 are currently on hold until the extent of the VOC-contaminated groundwater plume emanating from the OBP is delineated and characterized.

3.1.3 PDO OU 3— Mercury Detections in Rocky Spring Lake

PDO OU 3 addressed the sporadic detections of mercury in the Rocky Spring Lake. Suspected sources for the mercury were the Deactivation Furnace and the storage area behind Building 1467. During two sampling events in 1991, mercury was detected in the lake. However follow-on studies in 1992-94 did not detect mercury (above regional background) in the lake.

The RI for PDO OU 3 was finalized in August 1996. The RI concluded that the 1991 mercury detections were due to drought conditions, causing enhanced bioaccumulation of mercury and subsequent release during algal die-off. This caused a short-term release of mercury into the lake. A No Further Action Decision Document was finalized in February 2000.

3.1.4 PDO OU 4— Soil, Sediment and Groundwater Associated with the Oil Burn Pit (OBP)

PDO OU 4 consists of the VOC contaminated groundwater, sediments and soils associated with the Oil Burn Pit (OBP). The OBP was a bare soil pit used for fire training exercises in the 1970's and 80's. Oils and solvents were dumped into the OBP and then set on fire as part of fire training exercises by the Letterkenny Fire Department. Groundwater with elevated VOC levels

was discovered north of the OBP at well 81-5. The OBP was determined not to be an active source of groundwater contamination and a No Action ROD for PDO OU 1 was signed in 1991.

A groundwater investigation to further define the area of impacted groundwater was initiated in 1994. Results of the groundwater investigation pointed to the OBP as the source of groundwater contamination. 1,1,1-trichloroethane was the primary contaminant discovered in the groundwater.

In 1995 Letterkenny was backfilling the OBP when black sludge-like material was noted oozing from beneath the fill material. The sludge was sampled and discovered to have high levels of VOC's. Later that year three soil borings were completed within the OBP. The results showed the soil to be contaminated with 1,1,1 - trichloroethane (TCA), 1,1-dichloroethane, tetrachloroethene, trichloroethylene, and benzene, toluene, ethylbenzene, xylene (BTEX) and other VOC's. These results showed that the OBP was still an active source of groundwater contamination.

Letterkenny created a new OU, PDO OU 4 to administratively manage the newly discovered soil, sediment, and groundwater contamination. An interim soil removal was initiated in 1997. The interim removal was comprised of in-situ chemical oxidation. A second phase of in-situ treatment was in completed in 1998 and 1999.

Additional monitoring wells were installed in 1999 to determine whether groundwater was migrating southwest over the groundwater divide into PDO OU 2. The results of that effort showed that the very low sub-MCL levels of VOC's were attributed to the nearby Transfer Burning Revetments and the Open Trench Landfill.

In 2003 the EPA requested that additional groundwater sampling be completed in order to better delineate the DNAPL zone at the OBP. During the sampling event in 2003/04 Letterkenny was unable to close the southwestern contours on the DNAPL TCA plume therefore showing that TCA appeared to be migrating over the groundwater divide into PDO OU 2. Letterkenny is currently undergoing additional fieldwork to delineate the TCA plume southwest of the OBP that encompasses the Transfer Burning Revetments and the Open Trench Landfill.

3.1.5 PDO OU 5— Rocky Spring Drainage System Area

PDO OU 5 comprises the Rocky Spring Drainage Area. Contaminants of concern include PCB's and pesticides. In 1995 during the removal of sediments from the Rocky Spring Springhouse it was discovered that the sediments contained elevated levels of PCB's. Based on these findings sediment traps were then installed in the Springhouse to assess the sediments that continued to accumulate at Rocky Spring and subsequently discharge to Rocky Spring Lake. The results of the sediment trap sampling showed that PCB sediments were continuing to discharge from Rocky Spring and flow into Rocky Spring Lake. Following the discovery that PCB contaminated sediments were discharging from Rocky Spring; Rocky Spring Lake sediments and fish whole-body and fillet samples were taken from the lake and co-located fish nursery and analyzed for PCB's. The results from the edible portion and whole body fish sampling indicated possible risk to human health from ingestion. The Letterkenny Commander issued a fishing ban at Rocky Spring Lake in 1995.

An RI was undertaken to determine the source and extent of PCB contamination within the Rocky Spring Drainage System Area. The RI determined that the DRMO Scrapyard (and some of its downgradient sediments) is the source of the PCB sediments discharging from Rocky Spring. The DRMO Scrap Yard is located within the upper PDO Drainage System; upstream of Rocky Spring. It was discovered that DRMO had an active capacitor crushing operation ongoing at several concrete pads. In addition the concrete pads had historically been used for storage and handling of PCB-containing materials.

Based on the results of the RI the Army decided to perform a time-critical removal action to remove the source of the PCB's to the Rocky Spring System. The time-critical removal action was completed in the summer of 1999. 9,730 tons of soil were excavated and disposed of as hazardous waste. 931 tons of concrete and soil were excavated and disposed of as hazardous waste.

After the completion of the time-critical removal action additional soil samples were taken within the stormwater drainageway that drains the DRMO Scrapyard. The results revealed elevated levels of PCB's within an area referred to as the plunge pool. The plunge pool area received the majority of the surface water runoff from the DRMO Scrap Yard and directs the flow to the Upper Rocky Spring Branch. Based on these results the Army decided to perform a removal action in the fall of 2002. 42 tons of PCB contaminated sediment was excavated and disposed of in September 2002. This removal action was the final action taken to remove all of the active PCB sources within the Rocky Spring Drainage System. Currently the Remedial Investigation Report for PDO OU 5 is under preparation and Army review.

3.1.6 PDO OU 6— BRAC Waste Sites

The PDO OU 6 area is composed of potential waste sites identified in the to-be-excessed portion of the PDO Area. PDO OU 6 is being investigated under the BRAC investigation program. The locations of the PDO OU 6 sites are shown in Figure 5. The locations of the parcels for the various phases of BRAC property transfer listed below are provided on Figure 6.

Phase I – The Phase I Parcels ROD was signed in September 1998. A Finding of Suitability to Transfer (FOST) was signed in October 1998. The Phase I transfer was completed in November 1998. The following areas comprise the PDO portions of Phase One: Parcels 28, 29, 33, and 34.

Phase II – The Phase II Parcels ROD was signed in July 2001. The Phase II FOST was signed in February 2002. The Phase II transfer was completed in May 2002. The following areas comprise the PDO portions of Phase II: Parcels 2-71, 2-72, 2-74A, 2-74B, and 2-76.

Phase III – The Phase III Parcels ROD was signed in August 2003. The Phase III FOST was signed in September 2003. The Phase III transfer was completed in January 2004. The following areas comprise the PDO portions of Phase III: Parcels 3-89 and 3-90.

From a leasing standpoint, a Finding of Suitability to Lease (FOSL) was signed that covered the remainder of the BRAC buildings in the PDO area (Phase II FOSL, February 2000). The 2002 FOSL was signed on March 24, 2003 after review and approval process pushed the approval into calendar year 2003.

3.1.7 PDO OU 7— Southern Martinsburg Shale Region (SMSR)

The Southern Martinsburg Shale Region (SMSR) is a region at LEAD that contains an area of shale bedrock surrounded by downgradient limestone bedrock. This shale bedrock is generally more resistant to weathering than the surrounding limestone formations and therefore, forms the “highland” or elevated ridge areas in the area of the Phase III parcels. Several groundwater/surface water divides along this ridge in the SMSR cause groundwater to flow radially away from the SMSR. The boundary of the SMSR is shown in Figure 4.

The SMSR was originally considered to be part of VOC-contaminated groundwater PDO OU 2. Based on the geologic and topographic setting described in the previous paragraph, it was thought that the SMSR could be unaffected by the known and potential VOC sources located downgradient of the SMSR because groundwater flows from the SMSR into the lower lying valley areas underlain by limestone. Therefore a groundwater investigation was initiated in 1999 to prove that the SMSR was not impacted by any previous industrial activities at Letterkenny. Four rounds of groundwater sampling were conducted in late 1999 through 2000 and then in 2002. Results of the sampling showed that there is no VOC groundwater contamination in the SMSR. Based on the finding of no VOC impacted groundwater the SMSR was redefined as PDO OU 7 and subsequently became the basis for the Phase III property transfer that was completed in January 2004.

3.2 PHYSICAL CHARACTERISTICS

3.2.1 Climatology

The climate at LEAD is moderate, with an average annual temperature of 11.2° C (52° F). Summers average 22.3° C (72° F) and winters average 0° C (32° F). Rainfall averages 98.2 centimeters (cm) (38.7 inches). The moderate climate results in an average of 15 days above 32° C (90° F) per year and mild winters with temperatures below 0° C (32° F) occurring less than 100 days per year. Winds are generally from the southwest, with an average velocity of 10 miles per hour (mph). During the period from July to mid-September, the area experiences warm periods lasting 4 to 5 days, during which time there is high relative humidity and only slight wind movement (EA, 1991).

3.2.2 Site Topography and Surface Drainage

LEAD is located in the Great Valley section of the Valley Ridge Province of the eastern United States, and referred to locally as the Cumberland Valley. The Cumberland Valley trends northeast to southwest through central Pennsylvania and is bordered to the west by the Appalachian Mountain Province. The South Mountain section of the Blue Ridge Province is situated east of Chambersburg and marks the eastern edge of the Cumberland Valley.

Southwest-trending limestone ridges and valleys characterize the Cumberland Valley. The valley floors are filled with rocks of the Martinsburg Formation. Weathering of the folded and faulted

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underlying geologic formations imparts a gently rolling aspect to the local topography. The majority of LEAD is located within the Martinsburg Shale terrain, except for bands of carbonate rocks along the eastern and western edges of LEAD. The PDO Area and the SE Area of LEAD are underlain by limestone. Surface elevations throughout LEAD range from approximately 600 to 750 ft above mean sea level (msl), except for the northwest portion of LEAD, where the elevation increases abruptly to more than 2,300 ft above msl in the vicinity of Broad Mountain (EA, 1991).

Streams cutting through the limestone terrain flow through broad, open valleys and are usually intermittent. In contrast to this, streams cutting through the upper shale units of the Martinsburg Formation usually meander in small, steep-walled valleys and are perennial. Surface drainage at LEAD is divided into two watersheds, the Susquehanna River to the northeast and the Potomac River to the southwest. Both the Susquehanna and Potomac Rivers eventually drain into the Chesapeake Bay.

Two major stormwater drain systems serve the southeast portion of LEAD and contribute to local surface drainage. One system serves the area north of Coffey Avenue and discharges near the IWTP into the industrial wastewater plant outfall (located north of the IWTP), which discharges to Rowe Run. The other system serves the southeast warehouse area. Water drains into the storm drain system, is discharged through the storm drain outfall, and joins other surface runoff flowing southward to Conococheague Creek (USATHAMA, 1980). Figure 7 illustrates the drainage system and drainage divides at LEAD.

3.2.3 Soils

Surface soils present at LEAD are predominantly shaley to very shaley silt loams that developed through weathering of the Martinsburg Shale and the interbedded siltstones and sandstones. According to the Soils Survey Bulletin of Franklin County, these soils have been classified as part of the Weikert-Berks-Bedington Association (see Figure 8). Soils on the eastern edge of LEAD associated with the limestone have been identified as part of the Hagerstown-Duffield Association. These soils are deep, level or sloping, somewhat poorly drained, and mostly rocky, silty, clay loams. Along the western side of LEAD, outside of the BRAC area, are soils of both the Laidig-very stony Land-Buchanan Association (formed from sandstone) and the Morrill-Laidig Association (formed on the foot of mountain slopes) (USATHAMA, 1980).

3.2.4 Geology

LEAD straddles two major structural features; the South Mountain anticlinorium to the east and the Massanutten synclinorium to the west. The eastern portion of the Depot (underlain by carbonate rocks) is part of the anticlinorium, whereas the western portion of the Depot (underlain by shale) is part of the synclinorium. These structures resulted from folding that occurred during the close of the Paleozoic era. High-angle reverse faulting accompanied the folding of rocks in the eastern portion of LEAD. Several major faults, which strike north to northeast and dip to the southeast at fairly steep angles, cross the PDO Area (WESTON, 1984).

In the vicinity of LEAD, the Great Valley is floored by Ordovician age carbonate rock, as well as Ordovician age shale and greywacke of the Martinsburg Formation. The five formations occurring at LEAD are the shales of the Martinsburg Formation, the limestones of the Chambersburg Formation and the St. Paul Group, the limestones and dolomites of the Rockdale Run Formation, and the dolomites of the Pinesburg Station Formation. These geologic formations are fractured and deformed to varying degrees from past geologic activity (ESE, 1993). Figure 9 shows the geologic units of the eastern part of LEAD.

Several faults extend through LEAD, including the Pinola and Letterkenny Faults. Although an east-to-west cross fault was identified between these two faults, both the position and surface trace are open to question (Becher and Taylor, 1982). Northeast of LEAD, the Pinola Fault truncates the Letterkenny Fault, indicating that the latter fault is older.

The Letterkenny Fault is one of the few faults in the region that parallels the tectonic grain, yet is an early formed, westward-dipping thrust that moved material from within the syncline to the west up onto the anticline to the east (EA, 1991).

The Pinola Fault, located to the west of the Letterkenny Fault, is considered to be an east-dipping, high-angle thrust fault (based on the fact that older beds are to the east of the fault). Because it is almost impossible to trace faults through the Martinsburg terrain, the fault trace is projected through the Martinsburg Formation on the basis of a ridge-forming unit that extends through it (Becher and Taylor, 1982).

3.2.5 Hydrogeology

The regional surface water flow system of Franklin County controls the general groundwater flow patterns within LEAD. The surface water drainage divide, discussed previously, also divides the groundwater flow system into two basins. Groundwater elevation contours within LEAD generally reflect surface topography. The water table is located at moderate depth in areas of topographic highs and is shallow near stream valleys and other topographic lows (ERM, 1995).

The shale and carbonate rock that underlie LEAD have been disturbed and faulted during deformational events that ultimately formed the Great Valley. The two major faults located within the confines of LEAD (the Pinola Fault and the Letterkenny Fault) influence groundwater flow. Where faulting is present and dissimilar rocks have been brought into contact, the fault tends to act as a barrier to groundwater movement, occasionally forcing water within the formation to discharge as a fault spring (i.e., Rocky Spring). Where similar rocks are in contact along a fault (i.e., two limestone units), the groundwater movement may be only minimally affected (ERM, 1995).

Fracture systems within the Martinsburg Formation are small and well connected, thus allowing groundwater to generally follow a regional flow path. Groundwater flow within the limestone of the Chambersburg Formation and St. Paul Group is more complex because it occurs predominantly through individual fractures and solution cavities typical of karst terrain. Fractures in the limestones are mostly aligned with the regional northeast tectonic grain and are much more irregular and widely spaced than those in the adjacent shales. Where solution cavities

are present in the limestone, groundwater flow more closely resembles open channel flow rather than the fracture flow described above. The quantity and density of fractures within the limestone units increase with proximity to the bedrock surface. During seasonal periods when the water table is at its highest (early spring, late autumn), water levels commonly rise above the bedrock/surface material contact. Leaching or resuspension of any materials or potential contaminants buried in the surficial sediments may be enhanced during high water table conditions. Table 2 presents a description of the water-bearing characteristics of the geologic units present at LEAD (ERM, 1995).

Groundwater recharge occurs primarily through precipitation. Recharge areas occur throughout the central part of LEAD, wherever sandstone, siltstone, or joints are close to the surface. Actual points of recharge for the limestone aquifers have not been determined; however, the many faults, joints, and sinkholes present at LEAD are the most likely routes (ERM, 1995).

Groundwater underlying LEAD generally occurs under unconfined conditions, with local areas of artesian conditions. These artesian conditions occur along a moderately steep slope located near the northwest edge of LEAD in the Ammo Area.

A groundwater study completed for the USACE Baltimore District in the 1950s concluded that there was not a viable source of groundwater available within LEAD boundaries to supply the depot's industrial mission (Acker, 1955). The only use of groundwater in the area is outside LEAD, where some individual homes depend on groundwater for their domestic supply. Any homes on well water, offpost from the SE Area, that were determined to be impacted by the groundwater contamination at LEAD (exceed maximum contaminant levels [MCLs] for VOCs) were initially supplied with bottled water, but are now connected to public water. Off-post VOC-contaminated groundwater is used to water livestock and produce. There are no homes down gradient from the PDO Area that exceed MCL's. All homes offpost of the PDO OU 2 area use groundwater as their drinking water source.

Table 2

Description and Water Bearing Characteristics of the Geologic Units at Letterkenny Army Depot

System	Geologic Unit	Thickness (ft)	Character of Rocks	Water-Bearing Characteristics
Quaternary	Colluvium	0-250	Mixture of clay, silt, sand, pebbles, cobbles, and boulders overlying a thick residual clay layer.	Yields domestic supplies commonly at the contact with bedrock. Provides extra storage for underlying limestone. Maximum reported yield is 30 gpm from sand and gravel. Calculated maximum sustained yield is 110 gpm.
Ordovician	Martinsburg Formation	1,500-3,000	Thin basal unit of platy limestone; thick medial unit of graywacke; bulk of formation is black carbonaceous and fissile shale. Formation is thinner to west.	Good aquifer. Maximum reported yields are 150 gpm from shale and 50 gpm from graywacke. Calculated maximum sustained yield is 100 gpm for shale and graywacke. No data are available for basal limestone. Only 3% of wells need standby storage to supply minimum domestic needs.
	Chambersburg Formation	300-750	Dark-gray, thin-bedded limestone that characteristically weathers into cobblestone shapes. Thinner to west. Abundantly fossiliferous.	Fair Aquifer. Maximum reported yield is 225 gpm. Calculated maximum sustained yield is 160 gpm. Approximately 30% of wells require standby storage to supply minimum domestic needs.
	St. Paul Group	800-1,000	Light-gray limestone; minor interbeds of dolomite containing black chert. Thinner to west. Abundantly fossiliferous.	Fair aquifer. Maximum reported yield is 225 gpm. Calculated maximum sustained yield is 160 gpm. Approximately 30% of wells require standby storage to supply minimum domestic needs.
	Pinesburg Station Formation	250-800	Medium-gray dolomite; some interbeds of limestone. Black chert and white quartz.	Fair aquifer. Maximum reported yield is 30 gpm. Calculated maximum sustained yield is 150 gpm. About 25% of wells require standby storage for minimum domestic supply.

Source: Becher, A.E. and L.E. Taylor. 1982. *Groundwater Resources in the Cumberland and Contiguous Valleys of Franklin County, Pennsylvania*. Pennsylvania Geological Survey Water Resources Report 53. Harrisburg, PA.

ORIGINAL

3.3 CONTAMINATION ASSESSMENT

3.3.1 PDO OU 1— Source Area Soils

The Defense Reutilization and Marketing Office (DRMO) used the Drum Area Revetments for storing drummed wastes up until the early 1980's. The OBP was used as a fire training area during the 1970's and 1980's. Oils and solvents were dumped into the OBP and set on fire as part of fire training exercises by the Letterkenny Fire Department.

A No Action Record of Decision (ROD) for the OBP and the DRMO Drum Area revetment was signed in 1991. The ROD stated that OBP and the DRMO Drum Revetments were the major sources of VOC contaminated groundwater and the original VOC sources had migrated from the soils into the underlying bedrock.

3.3.2 PDO OU 2— PDO Area Groundwater and Surface Water

PDO OU 2 consists of VOC-contaminated groundwater (on and off-post) and surface water in the PDO Area. The PDO groundwater becomes surface water at the Rocky Spring. The primary sources of the VOC contaminated groundwater are the DRMO Drum Storage Revetments and the Oil Burn Pit (OBP). Due to feasibility issues, it has been decided to address groundwater issues at the Spring House, since it is the primary discharge point, rather than attempt to treat at multiple upgradient sources. Letterkenny is currently focusing monitoring on 3 residential wells: Carty, Bly, and Letterkenny Park.

Over time VOC concentrations at Rocky Spring have decreased to the point that Monitored Natural Attenuation is being considered as a remedy. Consequently only 2 COPC's are currently present above risk-based values.

The following chemicals were identified as COPCs:

- Trichloroethene
- 1,1-Dichloroethene

PDO OU 2— PDO Area Groundwater and Surface Water Chemicals of Potential Concern in Ground and Surface Water

Chemical	Max. Conc. (ug/l)
VOCs	
Trichloroethene	4.8
1,1-Dichloroethene	0.5

3.3.3 PDO OU 3—Mercury Detections In Rocky Spring Lake

PDO OU 3 addressed the sporadic detections of mercury in the Rocky Spring Lake. The RI concluded that the 1991 mercury detections were due to drought conditions, causing enhanced bioaccumulation of Hg and subsequent release during algal die-off. This caused a short-term release of mercury into the lake.

Since there were no further mercury detections above background, a Decision Document, stating that “No Further Action is Planned”, was signed in February 2000.

3.3.4 PDO OU 4—Soil, Sediment and Groundwater Associated with the Oil Burn Pit (OBP)

PDO OU 4 consists of the VOC contaminated soil, sediment and groundwater associated with the Oil Burn Pit (OBP) located at the intersection of Georgia Avenue and Scale House Road. The OBP was a bare earth pit used for fire training exercises in the 1970's and 80's. Oils and solvents were dumped into the OBP and then set on fire as part of fire training exercises by the Letterkenny Fire Department. Groundwater with elevated VOC levels was discovered north of the OBP. The OBP was determined not to be an active source of groundwater contamination and a No Action ROD for PDO OU 1 was signed in 1991.

A groundwater investigation to further define the area of impacted groundwater was initiated in 1994. Results of the groundwater investigation pointed to the OBP as the source of groundwater contamination. 1,1,1-trichloroethane was the primary contaminant discovered in the groundwater.

In 1995 Letterkenny was backfilling the OBP when black sludge-like material was noted oozing from beneath the fill material. The sludge was sampled and discovered to have high levels of VOC's. Later that year 3 soil borings were completed within the OBP. The results showed the soil to be contaminated with 1,1,1 – trichloroethane (TCA). Other VOC's detected included 1,1-dichloroethane, tetrachloroethene, trichloroethylene, and benzene, toluene, ethylbenzene, xylene (BTEX). As a result of the contaminated soil discovery, Letterkenny created a new OU – PDO OU 4 to administratively manage the soil, sediment, and groundwater contamination. The results showed that the OBP was still an active source of groundwater contamination. Therefore an interim soil removal was initiated in 1997. The interim removal was comprised of in-situ chemical oxidation. A second phase of in-situ treatment was in conducted in 1998 and 1999.

The current remaining soil COPC's are:

- 1,1,1-Trichloroethane
- 1,1,2-Trichloroethane
- 1,1-Dichloroethane
- 1,1-Dichloroethene
- 1,2-Dichloropropane

- Ethylbenzene
- Xylenes, total

**PDO OU 4—Oil Burn Pit
Chemicals of Potential Concern in Soil**

Chemical	Max. Conc. (mg/kg)
<u>VOCs</u>	
1,1,1-Trichloroethane	4,900
1,1,2-Trichloroethane	31
1,1-Dichloroethane	640
1,1-Dichloroethene	22
1,2-Dichloropropane	4.1
Ethylbenzene	730
Xylenes, total	4,200

Additional monitoring wells were installed in 1999 to determine whether groundwater was migrating southwest over the groundwater divide into PDO OU 2. The results of that effort showed that very low levels of VOC's were attributed to the nearby Transfer Burning Revetments and the Open Trench Landfill.

In 2003 the EPA requested that additional groundwater sampling be completed in order to better delineate the DNAPL zone at the OBP. During the sampling event in 2003/04 Letterkenny was unable to determine the DNAPL TCA plume's southwestern boundary therefore showing that TCA appeared to be migrating over the groundwater divide into PDO OU 2. Letterkenny is currently conducting additional fieldwork to delineate the TCA plume southwest of the OBP encompassing the Transfer Burning Revetments and the Open Trench Landfill.

Based on the results of the RI investigation, the following groundwater COCs were identified:

The COCs are:

- 1,1,1-Trichloroethane
- 1,1,2-Trichloroethane
- 1,1-Dichloroethane
- 1,2-Dichloroethene
- Benzene
- Methylene Chloride
- Tetrachloroethene
- Trichloroethene

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PDO OU 4—Groundwater Associated with the Oil Burn Pit (OBP)**Chemicals of Potential Concern in Groundwater**

Chemical	Max. Conc. (ug/l)
<u>VOCs</u>	
1,1,1-Trichloroethane	160,000
1,1,2-Trichloroethane	170
1,1-Dichloroethene	15,500
1,2-Dichloroethane	190
<u>Benzene</u>	15
Methylene chloride	140,000
Tetrachloroethene	18
Trichloroethene	5,040

3.3.5 PDO OU 5— Rocky Spring Drainage System Area

PDO OU 5 comprises the Rocky Spring Drainage Area. Contaminants of concern include PCB's and pesticides. The PCB source area was identified as the DRMO Scrapyard. Storage and scrapping of PCB containing items caused soils, sediments, and concrete to become contaminated with PCB's. Subsequent DRMO Scrapyard sediment runoff resulted in the accumulation of PCB contaminated sediments in the Rocky Spring system.

1995 sediment sampling conducted to support the sediment removal from the Rocky Spring Springhouse indicated the presence of PCB laden sediments above risk-based standards. Based on these findings sediment traps were installed in the Springhouse to determine the amount and concentration of PCB sediments being discharged by the springhouse to Rocky Spring Lake. This sampling showed that PCB sediments (above levels of concern) were continuing to discharge from Rocky Spring.

Soil and concrete were removed at the DRMO Scrapyard as part of an emergency removal in 1999 and 2000. Sediments were removed from the plunge pool downstream of the Scrapyard in 2002.

The COPCs were:

- PCB's
- Pesticides

The COPCs are summarized below.

PDO OU 5— Rocky Spring Drainage System Area

Chemical	Max. Conc. (mg/kg)
<u>PCB's</u>	
Aroclor-1254	3.4
Aroclor-1260	2.8
<u>Pesticides</u>	
4,4-DDE	13
4,4-DDT	5

3.3.6 PDO OU 6—BRAC Waste Sites

The PDO OU 6 waste sites being investigated are: Fagan's Quarry, Pad 5 Landfill, Open Trench Landfill, and Open Burn Revetments.

The COPCs for these sites include:

- VOCs
- SVOCs
- Dioxins
- TAL Metals

3.3.7 PDO OU 7— Southern Martinsburg Shale Region (SMSR)

The Southern Martinsburg Shale Region (SMSR) is a region at LEAD that contains an area of shale bedrock surrounded by downgradient limestone bedrock. This shale bedrock area forms the "highland" or elevated ridge areas in the area of the Phase III parcels. Groundwater flows radially away from the SMSR. Groundwater sampling was initiated in 1999, 2000, and 2002 proved that the SMSR was not impacted by any previous industrial activities at Letterkenny. Based on the finding of no VOC impacted groundwater the SMSR was redefined as PDO OU 7 and subsequently became the basis for the Phase III property transfer that was completed in January 2004.

4. REMEDIAL ACTIONS

4.1 PDO OU 1— SOURCE AREA SOILS (OBP AND DRMO DRUM STORAGE REVETMENTS)

4.1.1 Remedy Selection

A Remedial Investigation (RI) was conducted in the 1980's that concluded that OBP and the DRMO Drum Area Revetments were the major sources of the VOC groundwater contamination but the soils were no longer an active source of contamination (ESE, 1987). Based on the findings of the RI a No Action Record of Decision (ROD) for the OBP and the DRMO Drum Area revetment was signed in 1991. The ROD stated that OBP and the DRMO Drum Revetments were the major sources of VOC contaminated groundwater and the original VOC sources had migrated from the soils into the underlying bedrock. Therefore no soil remediation was necessary at the OBP and the DRMO Drum Revetments.

4.1.2 Remedy Implementation

Not applicable.

4.1.3 Operation and Maintenance

Not applicable.

4.2 PDO OU 2— PDO AREA GROUNDWATER AND SURFACE WATER

4.2.1 Remedy Selection

A Proposed Plan (PP) (WESTON, 1998a) was approved and a ROD (WESTON, 1998b) was signed in September 1998 for the Phase I Parcels. The ROD specified institutional controls as the interim remedy for groundwater. The following areas comprise the PDO portions of Phase One: Parcel 28, Parcel 29, and Parcels 33 and 34. The locations of these parcels in the PDO Area are shown in Figure 6.

As of the date of this report, no final remedial action for the groundwater and surface water has been selected.

4.2.2 Remedy Implementation

Institutional controls were adopted by the Letterkenny Industrial Development Authority (LIDA) in October 1998 at the time of the Phase I Properties transfer. Permanent deed restrictions were placed on the Phase I Parcels restricting access to groundwater underlying the property without

the prior written approval of the Army, PADEP, and EPA. The same approach was implemented at the time of property transfer of the Phase II Parcels.

4.2.3 Operation and Maintenance

A Land Use Control Action Plan (LUCAP) was developed and signed by the BRAC Cleanup Team in August 2002. The LUCAP documents the institutional controls and mechanisms, the enforcement and the annual reporting requirements. Letterkenny has submitted annual inspection reports to the EPA and PADEP for calendar years 1999 thru 2005. One requirement under the LUCAP is the development by the BCT of a notification letter for the LIDA. The notification letter was finalized by the BCT in May 2006, signed by the BRAC Environmental Coordinator on June 16, 2006 and delivered to LIDA. LIDA will in turn distribute this notification letter on an annual basis to the Cumberland Valley Business Park landowners and tenants.

4.3 PDO OU 3— MERCURY DETECTIONS IN ROCKY SPRING LAKE

4.3.1 Remedy Selection

A Decision Document, stating that “No Further Action is Planned”, was signed in February 2000.

4.3.2 Remedy Implementation

Not applicable.

4.3.3 Operation and Maintenance

Not applicable.

4.4 PDO OU 4— SOIL, SEDIMENT AND GROUNDWATER ASSOCIATED WITH THE OIL BURN PIT (OBP)

4.4.1 Remedy Selection

A Remedial Investigation (RI) was conducted in the 1980's that concluded that OBP and the DRMO Drum Area Revetments were the major sources of the VOC groundwater contamination but the soils were no longer an active source of contamination (ESE, 1987). Based on the findings of the RI a No Action Record of Decision (ROD) for the OBP and the DRMO Drum Area revetment was signed in 1991. The ROD stated that OBP and the DRMO Drum Revetments were the major sources of VOC contaminated groundwater and the original VOC sources had migrated from the soils into the underlying bedrock. Therefore no soil remediation was necessary at the OBP and the DRMO Drum Revetments.

In 1995 Letterkenny was backfilling the OBP when black sludge-like material was noted oozing from beneath the fill material. The sludge was sampled and discovered to have high levels of VOC's. Later that year 3 soil borings were completed within the OBP. The results showed the soil to be contaminated with 1,1,1 – trichloroethane (TCA). Other VOC's detected included 1,1-dichloroethane, tetrachloroethene, trichloroethylene, and benzene, toluene, ethylbenzene, xylene (BTEX).

As of the date of this report, no final remedial action has been selected.

4.4.2 Remedy Implementation

An interim soil removal action was completed in 1997 and 1998. The interim removal was comprised of in-situ chemical oxidation. A second phase of in-situ treatment was completed in 1998 and 1999.

4.4.2.1 In-situ Chemical Oxidation

The removal action process used at the PDO OBP was in situ chemical oxidation using a 50% solution of hydrogen peroxide and a catalyst formulation to treat organic contaminants found at the site. Basically the hydrogen peroxide reacts with the VOC's to form carbon dioxide and water. The catalyst is a proprietary formulation, but in general includes trace quantities of metallic salts such as ferrous iron and an acid to control the vigor of the chemical oxidation reaction. The ferrous iron reacts with the hydrogen peroxide to produce the hydroxyl free radical that destroys the VOC contaminant. The hydroxyl free radical (OH \cdot) is an extremely powerful oxidizer capable of oxidizing complex organic compounds.

21 injectors were installed for the Phase I injection. For the Phase II injection a soil/cement cap was put in place plus an additional 5 injectors.

4.4.2.2 Cost

The cost of the Phase I injection	- \$273,500.
Bench scale testing	- \$59,600
Soil Cement Cap	- \$28,200
Phase II injection	- \$267,600

Phase I costs for 15 days were \$18,200/day. Phase II costs for 23 days including bench scale testing and soil cement cap were \$11,635/day. Unit costs for chemical oxidant were \$25/gallon. When combined with the catalyst the unit costs for the chemical oxidant were \$12.40/gallon.

4.4.3 Current Status

The post-removal soil analytical results indicate that a significant reduction in VOC mass (i.e., approximately 74%) has occurred during the removal action; however, the removal action goals

were not achieved. To address the remaining organic concentrations the Army implemented the Remedial Investigation/Risk Assessment/Feasibility Study process for the PDO OBP soil to determine if the remaining organic concentrations pose a risk to human health or the environment.

4.4.4 Operation and Maintenance

Not applicable.

4.5 PDO OU 5— ROCKY SPRING DRAINAGE SYSTEM AREA

4.5.1 Remedy Selection

As of January 2006, no remedial action has been selected.

4.5.2 Remedy Implementation

Not applicable.

4.5.3 Operation and Maintenance

Not applicable.

4.6 PDO OU 6— BRAC WASTE SITES

4.6.1 Remedy Selection

A Proposed Plan (PP) (WESTON, 1998a) was approved and a ROD (WESTON, 1998b) was signed in September 1998 for the Phase I Parcels. The ROD specified institutional controls as the *final remedy for soils and the interim remedy for groundwater*. The following areas comprise the PDO portions of Phase One: Parcel 28, Parcel 29, and Parcels 33 and 34. The locations of these parcels in the PDO Area are shown in Figure 6.

The following documents were completed and approved to support the ROD for the Phase I Parcels in the PDO Area.

- *Decision Document for BRAC Parcel 29, Letterkenny Army Depot* (WESTON, 1998c).
- *Decision Document for BRAC Railroad Parcels, Letterkenny Army Depot* (WESTON, 1998f).

The remedial action objectives for the Phase I Parcels in PDO OU 6 are to:

- Prevent direct contact and ingestion of soil under residential and other nonindustrial exposure scenario.
- Prevent direct contact and ingestion of groundwater under any scenario.
- Prevent exposure levels of contaminants that produce unacceptable risk.

The remedial actions for the Phase I Parcels in PDO OU 6 are:

- To restrict the property for commercial and industrial use only.
- To not permit soil excavation activities below a depth of 3 ft within the water table without prior approval of the Army.
- To not permit the construction of any subsurface structure for human occupation, without prior approval of the Army, EPA, and the PADEP.
- To restrict access or use of the groundwater underlying the property without the prior written approval of the Army, PADEP, and the EPA.
- To institute through an amendment to LEAD's Master Plan for the Phase I Parcels to reflect the institutional controls until the date of transfer.
- To implement the restrictions through the appropriate deed restrictions at the time of transfer.
- To establish periodic inspection procedures to ensure adherence to the institutional controls.

As stated in the ROD, the long-term effectiveness of the institutional controls will be contingent upon enforcement of use restrictions initially by the Army through the LEAD Master Plan, and after transfer, through enforcement of the environmental deed restrictions. The enforcement of these restrictions will be the responsibility of LIDA, the Army, EPA, and PADEP.

Implementation of this remedy will maintain the industrial use of the property and reduce the future risk of exposure to groundwater by the development and enforcement of environmental deed restrictions. These restrictions will become a permanent part of the real estate documentation and will be required to be included in any subsequent sales, transfers, and/or lease agreements.

A Proposed Plan (PP) (WESTON, 2001a) was approved and a ROD (WESTON, 2001b) was signed in July 2001 for the Phase II Parcels. The ROD specified institutional controls as the final remedy for soils and the interim remedy for groundwater. The following areas comprise the PDO Portions of Phase II: Parcels 2-71, 2-72, 2-74, 2-76, 2R-86, 2R-87, and 2R-88. The locations of these parcels in the PDO Area are shown in Figure 6.

Because the groundwater beneath the Phase II parcels is known to be or potentially is contaminated with VOC's, the Army and LIDA have defined the Phase II parcels to exclude the

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groundwater. To expedite transfer, the Phase II parcels are defined to include only the surface structures and soil to a depth of 8 feet below ground surface (ft bgs), which is above the seasonal high groundwater table.

The following documents were completed and approved to support the ROD for the Phase II Parcels in the PDO Area:

- *Groundwater Vapor Intrusion Risk Assessment, Letterkenny Army Depot. Final Report (WESTON, 2001d).*
- *Seasonally High Groundwater Determination for the Phase 2 BRAC Parcels, Letterkenny Army Depot. Final Report (EPSYS, 2001).*

The remedial action objectives for the Phase II Parcels in PDO OU 6 are to:

- Prevent direct contact and ingestion of soil under residential and other nonindustrial exposure scenario.
- Prevent direct contact and ingestion of groundwater under any scenario.
- Prevent exposure to levels of contaminants that produce unacceptable risk.

The remedial actions for the Phase II Parcels in PDO OU 6 are:

- To restrict the property for commercial and industrial use only (except for Parcels 2-74 A & B). The ROD allows for community use in 2-74 because there was no history of any industrial activities within 2-74. As the Phase II FOST was being finalized 2-74 was divided into A& B to allow for residential use in B so the Chambersburg Area School District could use the buildings. 2-74-A has no building structures and is currently an agricultural field. The Phase II FOST further defined residential use in Enclosure 7, *Environmental Protection Provisions*, Section 3 Land Use Restrictions, Paragraph A.
- To not permit soil excavation activities below a depth of 3 ft within the water table without prior approval of the Army.
- To not permit the construction of any subsurface structure for human occupation, without the prior approval of the Army, EPA and PADEP.
- To restrict access or use of the groundwater underlying the property without the prior written approval of the Army, EPA and PADEP.
- To institute through an amendment to LEAD's Master Plan for the Phase II Parcels to reflect the institutional controls until the date of transfer.
- To implement the restrictions through the appropriate deed restrictions at the time of transfer.

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In addition, upon transfer of the property, the Army, in consultation with EPA and PADEP, will establish periodic inspection procedures as described in the Land Use Control Assurance Plan and the Land Use Control Implementation Plan to ensure adherence to the institutional controls. By means of the Land Use Control Assurance Plan (which is a Memorandum of Agreement with EPA, and PADEP), LEAD, on behalf of the Department of the Army, will agree to implement Depot-wide, certain periodic site inspection, condition certification, and agency notification procedures designed to ensure the maintenance by Army personnel (or other approved designee) of any site-specific land use controls deemed necessary for future protection of human health and the environment. A fundamental premise underlying execution of the agreement will be that through the Army's substantial good-faith compliance with the procedures called for therein, reasonable assurances would be provided to EPA and PADEP as to the permanency of those remedies that included the use of specific land use controls. The Army, with EPA and PADEP approval, may arrange with other entities such as LIDA to maintain land use controls. The Army remains ultimately responsible for protecting human health and the environment through this remedy.

A Proposed Plan (PP) (WESTON, 2003g) was approved and a ROD (WESTON, 2003f) was signed in August 2003 for the Phase III Parcels. This ROD addresses soils and groundwater in the Phase III parcels located in both the PDO and SE Areas in an area referred to as the Southern Martinsburg Shale Region (SMSR). (See the discussion on PDO OU 7, below, for more information on the Phase III parcels.). In addition, this ROD addresses a final action for groundwater beneath the Phase I and Phase II parcels located in the SMSR. The ROD's for the Phase I and Phase II parcels (WESTON, 1998a and 2001) originally documented an interim groundwater remedy of institutional controls to prohibit groundwater use and restrict excavation near or within the groundwater table.

The Army and EPA, in consultation with PADEP, have determined that no further action under CERCLA is necessary to protect human health or the environment at these parcels in the SMSR and associated sites under the current and reasonably anticipated future use of the property. The future use of the Phase III parcels and Phase I and II parcels in the SMSR is currently planned as commercial/industrial use; however, the parcels were evaluated for residential (i.e., unrestricted) use so that the property could be transferred without land use restrictions.

The following Phase I and Phase II parcels in the PDO Area are affected by the Phase III ROD: Parcel 28 and Parcel 2R-86L-3. (Note that the "L" after the parcel number refers to the lower part of the Phase II parcel that includes groundwater.). The locations of these parcels in the PDO Area are shown in Figure 6.

The following documents were completed and approved to support the ROD for the Phase III Parcels in the PDO Area:

Remedial Investigation and Risk Assessment Report for the Open Vehicle Storage Area (DSERTS Sites LEAD-110 and LEAD-114), Property Disposal Office (PDO) Area Operable Unit (OU) 6 and Southeastern (SE) Area OU 8, Letterkenny Army Depot. Final. WESTON (Weston Solutions, Inc.). April (revised July) 2003d. LKD-RT-232.

Remedial Investigation and Risk Assessment Report for the Former Uncurbed AST Site North of Building 532, Property Disposal Office (PDO) Area Operable Unit (OU) 6, DSERTS Site LEAD-126, Letterkenny Army Depot. Final, WESTON (Roy F. Weston, Inc.), September 2002a. LKD-RT-221.

Remedial Investigation and Risk Assessment Report for the Building 400 Series Fire Training Area, Southeastern (SE) Area Operable Unit (OU) 8, Letterkenny Army Depot. Final, WESTON (Roy F. Weston, Inc.). September 2002b. LKD-RT-219

Summary Report on the Groundwater Quality in the Southern Martinsburg Shale Region, Letterkenny Army Depot. Final, WESTON (Weston Solutions, Inc.). April 2003b. LKD-RT-233.

Proposed Plan for the Phase III BRAC Parcels. Final, WESTON (Weston Solutions, Inc.). April 2003g. LKD-RT-234.

4.6.2 Remedy Implementation

Institutional controls were adopted by the Letterkenny Industrial Development Authority (LIDA) in October 1998 at the time of the Phase I Properties transfer. Permanent deed restrictions were placed on the Phase I Parcels restricting the use of the property to industrial and commercial; prohibiting the excavation of soil deeper than 3 ft above the water table without the prior approval of the Army; and restricting access to groundwater underlying the property without the prior written approval of the Army, PADEP, and EPA. The same approach was implemented at the time of property transfer of the Phase II Parcels.

4.6.3 Operation and Maintenance

A Land Use Control Action Plan (LUCAP) was developed and signed by the BRAC Cleanup Team in August 2002. The LUCAP documents the institutional controls and mechanisms, the enforcement and the annual reporting requirements. Letterkenny has submitted annual inspection reports to the EPA and PADEP for calendar years 1999 thru 2005. One requirement under the LUCAP is the development by the BCT of a notification letter for the LIDA. The notification letter was finalized by the BCT in May 2006, signed by the BRAC Environmental Coordinator on June 16, 2006 and delivered to LIDA. LIDA will in turn distribute this notification letter on an annual basis to the Cumberland Valley Business Park landowners and tenants.

4.7 PDO OU 7— SOUTHERN MARTINSBURG SHALE REGION (SMSR)

4.7.1 Remedy Selection

The Army and EPA, in consultation with PADEP, determined that no further CERCLA remedial action is necessary to protect public health or welfare or the environment from the soil or groundwater at the Southern Martinsburg Shale Region (SMSR), otherwise known as the BRAC Phase III parcels. These parcels were transferred without any restrictions in January 2004.

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The following areas comprise the PDO portions of Phase III: Parcel 3-89 and Parcel 3-90. The locations of these parcels in the PDO Area are shown in Figure 6.

4.7.2 Remedy Implementation

Not applicable.

4.7.3 Operation and Maintenance

Not applicable.

01/07/07

5. FIVE-YEAR REVIEW PROCESS

The following tasks were conducted as part of the five-year review process: document review, interviews, site inspection, ARARs review, and data review. There were no significant changes in the ARARs or site contaminants; therefore, site risks were not recalculated.

5.1 FIVE YEAR REVIEW TEAM

The 5-year review was led by Bryan Hoke, BRAC Environmental Coordinator, LEAD. The following team members assisted in the analysis and/or review:

- Joe Petrasek, ER,A Project Manager, LEAD
- Ruth Bishop, Project Manager, PADEP
- Rob Thomson, Project Manager, EPA Region III
- Maria Pino, Project Manager, EPA Region III
- Paul Stone, Technical Manager, USACE

5.2 INTERVIEWS

An interview was conducted with John Van Horn, Executive Director of the Letterkenny Industrial Development Authority. An interview was also conducted with Bryan Hoke, Letterkenny Army Depot, BRAC Environmental Coordinator. In conjunction with the ongoing update to Letterkenny's Community Relations Plan, additional interviews were conducted with PADEP Letterkenny Environmental Cleanup Program Manager Ruth Bishop, a local/neighbor of Letterkenny Army Depot, and tenants of the Cumberland Valley Business Park. Summaries for the interviews are presented in Appendix A of this document.

5.3 SITE INSPECTION

Inspections are conducted throughout the calendar year during construction events. These inspections are included in the annual letter that is submitted to EPA and PADEP that documents the status of the institutional controls. The annual inspection letter can be found in the Letterkenny Administrative Record File containing regulatory correspondence. The annual inspection letters can be found on Letterkenny's Administrative Record website at <http://209.235.100.233/padep/testrunsearch2.htm>. In addition backup information can be found in the Constructions Inspection yearly office files since 1999. A table summarizing the inspections is enclosed in Appendix B. Table includes inspection location, date of inspection, reason for inspection, inspector(s), inspection activities, results and findings, and inspection report/data location.

In addition the following documents and data were reviewed for the 5-year review report.

- *Record of Decision for Phase I parcels, Letterkenny Army Depot.* September 1998. WESTON (Roy F. Weston, Inc.), LKD.RT-143.

- *Record of Decision for Phase II Parcels, Letterkenny Army Depot*. July 2001, WESTON (Roy F. Weston, Inc.), LKD.RT-190.
- *Finding of Suitability to Transfer (FOST) for Phase I Parcels, Letterkenny Army Depot*. Final Report. October 1998. WESTON (Roy F. Weston, Inc.). 1998, LKD.RT-148.
- *Finding of Suitability to Transfer (FOST) for the Phase II BRAC Parcels, Letterkenny Army Depot*. February 2002, WESTON (Roy F. Weston, Inc.), LKD-RT-200.
- *Land Use Control Assurance Plan Memorandum of Record, Phase I & II Parcels, Letterkenny Army Depot*, August 2002, LKD.RT-257.
- *Installation Assessment of Letterkenny Army Depot, Report No. 16*, USATHAMA (U.S. Army Toxic and Hazardous Materials Agency). Aberdeen Proving Ground, Maryland, 1980, LKD.RT-011.
- *Remedial Investigation of Offpost Ground Water Issues (Operable Unit 4) of the Property Disposal Office Area of Letterkenny Army Depot*. Draft Final. Versar, Inc. 2002. Prepared for the U.S. Army Corps of Engineers, Baltimore District, Baltimore, MD.
- *Finding of Suitability to Transfer (FOST) for the Phase III BRAC Parcels*, Final. WESTON (Weston Solutions, Inc.). September 2003, LKD-RT-238.
- *Record of Decision for the Phase III BRAC Parcels*. Final. WESTON (Weston Solutions, Inc.). August 2003, LKD-RT-239.
- Annual land use control (formerly institutional control) letter reports, years 1999-2005.
- Construction inspection office files, years 1999-2006.

5.4 COMMUNITY INVOLVEMENT

The community's concerns were reviewed based on the minutes of the ongoing Restoration Advisory Board (RAB) meetings. The purpose and requirement of the five-year review was presented at the November 2005 RAB meeting. The findings of the five-year review were presented at the November 2006 RAB meeting. The community will be notified when the 5-year review is completed and a draft community notice is enclosed in Appendix C.

2007.1.9

6. ASSESSMENT

6.1 PDO OU 1- SOURCE AREA SOILS

6.1.1 **Question A: Is the remedy functioning as intended by the decision documents?**

6.1.1.1 *Remedial Action Performance*

A No Action ROD was signed in 1991.

6.1.1.2 *System Operations/O&M*

Not applicable.

6.1.1.3 *Opportunities for Optimization*

Not applicable.

6.1.1.4 *Early Indicators of Potential Issues*

Not applicable.

6.1.1.5 *Implementation of Land use Controls and Other Measures*

Not applicable.

ANSWER A PDO OU 1: YES – The remedy is functioning as intended by the PDO OU 1 No Action ROD.

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6.1.2 Question B: Are the exposure assumptions, toxicity data, cleanup levels, and remedial action objectives (RAO's) used at the time of remedy selection still valid?

6.1.2.1 Changes In Standards and TBCs

A No Action Record of Decision (ROD) for the PDO Source Area Soils was signed in 1991. The ROD originally covered the soils associated with the PDO OBP and the DRMO Drum Area Revetments. In 1995 contaminated sludge was found in soils below the fill in the PDO OBP; the source area soils for PDO OBP are now being handled under PDO OU 4. Therefore the evaluation of ARARs presented here is for soil at the DRMO drum area revetments.

At the time of the ROD, there were no ARARs for soils identified for the sites. The following could be considered to be ARARs at this point in time:

- PADEP Medium-specific concentrations (MSCs), Residential, Soil Direct Contact (Title 25 PA code, Chapter 250, Administration of Land Recycling Program).

Comparison of the data that was used for the risk assessment used to support the ROD (ESE, 1988a) to the PADEP criteria indicates that the detected concentrations of contaminants of concern in soil are below the current PADEP direct contact MSCs.

The overall conclusion is that the Federal and State standards for the contaminants of concern have not changed in a manner that affects the protectiveness of the remedy.

6.1.2.2 Changes In Exposure Pathways

There are no changes in the exposure pathways.

6.1.2.3 Changes In Toxicity and Other Contaminant Characteristics

There are no changes in toxicity and other contaminant characteristics.

6.1.2.4 Changes In Risk Assessment Methods

There are no changes in risk assessment methods.

6.1.2.5 Expected Progress Towards Meeting RAO's

Not Applicable.

ANSWER B PDO OU 1: YES – All of the exposure assumptions, toxicity data, cleanup levels, and RAO's used at the time of remedy selection are still valid.

6.1.3 Question C: Has any other information come to light that could call into question the protectiveness of the remedy?

6.1.3.1 Newly identified ecological risks

There are no newly identified ecological risks.

6.1.3.2 Impacts from natural disasters

Not applicable due to No Action ROD.

6.1.3.3 Any other new information that could affect the protectiveness of the remedy.

No new information has come to light that would affect the No Action ROD.

ANSWER C PDO OU 1: NO – There has not been any new information that calls into question the protectiveness of the remedy.

6.2 PDO OU 2 – PDO AREA GROUNDWATER AND SURFACE WATER

6.2.1 Question A: Is the remedy functioning as intended by the decision documents?

6.2.1.1 Remedial Action Performance

The land use controls are effective in meeting the remedial action objectives for the Phase I and Phase II Transfer Parcels, which are to prevent direct contact and ingestion of groundwater under any scenario and; reduce exposure levels of contaminants that produce unacceptable risk. The land use controls are an interim remedy for the groundwater and a final remedy will be selected at a later date.

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6.2.1.2 System Operations/O&M

The O&M requirements for the Phase I and Phase II parcels of this OU are documented in the Land Use Control Assurance Plan (LUCAP) that was developed and signed by the BRAC Cleanup Team in August 2002. The LUCAP documents the land use controls and mechanisms, the enforcement and the annual reporting requirements. The LUCAP can be found in the Letterkenny Administrative Record, LKD.RT-257.

6.2.1.3 Opportunities for Optimization

Not Applicable

6.2.1.4 Early Indicators of Potential Issues

There have not been any indications of issues with the remedy as documented in the findings of the annual land use control report.

6.2.1.5 Implementation of Land use Controls and Other Measures

The land use controls are effective in meeting the remedial action objectives for the PDO OU 6 Phase I and Phase II Transfer Parcels, which are to prevent direct contact and ingestion of soil under residential and other non industrial exposure scenarios; prevent direct contact and ingestion of groundwater under any scenario and; reduce exposure levels of contaminants that produce unacceptable risk.

ANSWER A PDO OU 2: YES – The remedy is functioning as intended by the Phase I ROD.

6.2.2 Question B: Are the exposure assumptions, toxicity data, cleanup levels, and remedial action objectives (RAO's) used at the time of remedy selection still valid?

6.2.2.1 Changes in Standards and TBCs

The land use controls and deed provisions for the Phase I and Phase II BRAC Parcels in PDO OU 6, which are the components of the interim groundwater remedy for PDO OU 2 groundwater, are protective of human health and the environment. Deeds recorded at the Franklin County Courthouse contain the restrictions prohibiting soil excavation within three feet of the water table and access to the underlying VOC-contaminated groundwater. Additional discussion on the deeds can be found in Section 6.4.1.5.

Any final action planned for this OU in the future will meet ARARs and be protective of human health and the environment.

6.2.2.2 Changes in Exposure Pathways

There have been no changes in the exposure pathways

6.2.2.3 Changes in Toxicity and Other Contaminant Characteristics

There have been no changes in toxicity and other contaminant characteristics.

6.2.2.4 Changes in Risk Assessment Methods

There have been no changes in risk assessment methods.

6.2.2.5 Expected Progress Towards Meeting RAO's

RAO's have been met by following the remedy of land use controls.

ANSWER B PDO OU 2: YES – All of the exposure assumptions, toxicity data, cleanup levels, and RAO's used at the time of remedy selection are still valid.

6.2.3 Question C: Has any other information come to light that could call into question the protectiveness of the remedy?

6.2.3.1 Newly Identified ecological risks

There are no newly identified ecological risks.

6.2.3.2 Impacts from natural disasters

The land use controls will prevent exposure to the groundwater during any natural disaster.

6.2.3.3 Any other new information that could affect the protectiveness of the remedy.

No new information has come to light that would affect the No Action ROD.

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ANSWER C PDO OU 2: NO – There has not been any new information that calls into question the protectiveness of the remedy.

6.3 PDO OU 3 - MERCURY DETECTIONS IN ROCKY SPRING LAKE

6.3.1 Question A: Is the remedy functioning as intended by the decision documents?

6.3.1.1 Remedial Action Performance

The Decision Document for Mercury Detections in Rocky Spring Lake (LKD.RT-167) stated that No Further Action was necessary.

6.3.1.2 System Operations/O&M

Not applicable.

6.3.1.3 Opportunities for Optimization

Not applicable.

6.3.1.4 Early Indicators of Potential Issues

Not applicable.

6.3.1.5 Implementation of Land use Controls and Other Measures

Not applicable.

ANSWER A PDO OU 3: YES – The decision of No Further Remedial Action is still appropriate.

6.3.2 Question B: Are the exposure assumptions, toxicity data, cleanup levels, and remedial action objectives (RAO's) used at the time of remedy selection still valid?

6.3.2.1 Changes In Standards and TBCs

A Decision Document, stating that "No Further Action is Planned", was signed in February 2000. Screening criteria that were used to support the Decision Document, which could potentially be considered to be ARARs at this point in time, included:

- Pennsylvania Department of Environmental Protection (PADEP) Ambient Water Quality Criteria (Title 25 PA Code Chapter 16).
- PADEP Medium-specific concentrations (MSCs), Residential, Soil Direct Contact and Soil to Groundwater Used Aquifer, TDS<2,500 (Title 25 PA code, Chapter 250, Administration of Land Recycling Program).
- PADEP Residential MSCs for Organics and Inorganics in Groundwater, Used Aquifer, TDS<2,500 (Title 25 PA code, Chapter 250, Administration of Land Recycling Program).
- EPA Drinking Water Standards, Maximum Contaminant Levels (MCLs)

Overall, Federal and State standards for the contaminant of concern (mercury) have not changed in a manner that affects the protectiveness of the remedy.

6.3.2.2 Changes In Exposure Pathways

There are no changes in the exposure pathways.

6.3.2.3 Changes In Toxicity and Other Contaminant Characteristics

There are no changes in Toxicity and Other Containment Characteristics

6.3.2.4 Changes In Risk Assessment Methods

There are no changes in risk assessment methods

6.3.2.5 Expected Progress Towards Meeting RAO's

Not Applicable

ANSWER B PDO OU 3: YES – All of the exposure assumptions, toxicity data, cleanup levels, and RAO's used at the time of remedy selection are still valid.

6.3.3 Question C: Has any other information come to light that could call into question the protectiveness of the remedy?

6.3.3.1 Newly Identified ecological risks

There are no newly identified ecological risks.

6.3.3.2 Impacts from natural disasters

Not applicable due to No Further Action is Planned Decision Document.

6.3.3.3 Any other new information that could affect the protectiveness of the remedy.

No new information has come to light that would affect the No Further Action is Planned Decision Document.

ANSWER C PDO OU 3: NO – There has not been any new information that calls into question the protectiveness of the remedy.

6.4 PDO OU 6 - BRAC WASTE SITES

6.4.1 Question A: Is the remedy functioning as intended by the decision documents?

6.4.1.1 Remedial Action Performance

The land use controls are effective in meeting the remedial action objectives for the PDO OU 6 Phase I and Phase II Transfer Parcels, which are to prevent direct contact and ingestion of soil under residential and other nonindustrial exposure scenarios; prevent direct contact and ingestion of groundwater under any scenario and; reduce exposure levels of contaminants that produce unacceptable risk.

6.4.1.2 System Operations/O&M

The O&M requirements for the Phase I and Phase II parcels of this OU are documented in the Land Use Control Action Plan (LUCAP) that was developed and signed by the BRAC Cleanup

Team in August 2002. The LUCAP documents the land use controls and mechanisms, the enforcement and the annual reporting requirements.

6.4.1.3 Opportunities for Optimization

There are currently no opportunities for optimization for the PDO OU 6 Phase I and Phase II Transfer Parcels.

6.4.1.4 Early Indicators of Potential Issues

The remedy for the PDO OU 6 Phase I and Phase II Transfer Parcels continues to achieve the remedial action objectives. There have been no exposures to any contaminated soil or groundwater.

6.4.1.5 Implementation of Land Use Controls and Other Measures

The Phase I Parcels deed is dated November 6, 1998 and was recorded at the Franklin County Courthouse on January 15, 1999, Volume 1414, Page 0204. Phase I Parcels within the PDO Area include Parcel 29, 33, and 34. These Parcel descriptions are found in Volume 1414, Pages 0233, 0236, and 0237. The restrictions pertaining to commercial/industrial reuse, ground water access, and soil excavations can be found in Volume 1414, Pages 0282 and 0283. A copy of the Phase I Deed and subsequent LIDA deeds can be found in Appendix D. It is noted that due to the length of the deeds only the relevant portions of the deed have been included in the Appendix.

The three following Phase I parcels have been sold by LIDA:

- Parcel 29 (portion totaling 21 acres) was sold to Warrior Roofing Manufacturing of Pennsylvania, LLC. The deed was recorded at the Franklin County Courthouse on May 10, 2002, Volume 1879, Page 007. This deed documents the Land Use Restrictions and CERCLA remediation covenants in Volume 1879, Page 009 by reference to the original Army/LIDA Phase I deed Volume 1414, Page 0204. A copy of the Parcel 29 deed can be found in Appendix D
- Parcel 33 was sold to the United Churches of the Chambersburg Area. The deed was recorded at the Franklin County Courthouse on July 3, 2003, Volume 2183, Page 640. This deed documents the Land Use Restrictions and CERCLA remediation covenants in Volume 2183, Page 641 by reference to the original Army/LIDA Phase I deed Volume 1414, Page 0204. A copy of the Parcel 33 deed can be found in Appendix D.
- Parcel 34 was sold to J. Preston Bell and Rebecca L. Bell. The deed was recorded at the Franklin County Courthouse on June 1, 2006, Volume 3154, Page 423. This deed documents the Land Use Restrictions and CERCLA remediation covenants in Volume 3154, Page 424 by reference to the original Army/LIDA Phase I deed Volume 1414, Page 0204. A copy of the Parcel 34 deed can be found in Appendix D

There is one lease of the Phase I Parcels.

- Parcel 29 is leased to Marlin G. Bricker for agricultural purposes. This agricultural reuse is permitted under the Phase I FOST and Phase I deed, Volume 1414, Page 0282. The lease is dated January 3, 2001. The first page of the lease references the terms of the Phase I quitclaim deed Volume 1414, Page 0204. A copy of the Marlin G. Bricker lease can be found in Appendix D.

The Phase II Parcels deed is dated May 3, 2002 and was recorded at the Franklin County Courthouse on June 25, 2002, Volume 1904, Page 388. Phase II Parcels within the PDO Area include Parcel 2-71, 2-72, 2-74A, 2-74B, 2-76, 2R-80, 2R-81, 2R-84, 2R-85, 2R-86, 2R-87, and 2R-88 Volume 1904, Page 404 and Page 489. The restrictions pertaining to commercial/industrial reuse, ground water access, and soil excavations can be found in Volume 1904, Pages 393 and 394. A copy of the Phase II deed and subsequent LIDA deeds can be found in Appendix D. It is noted that due to the length of the deeds only the relevant portions of the deed have been included in the Appendix.

The following Phase II Parcels have been transferred by LIDA:

- Parcels 2-74 A and 2-74 B were sold to the Chambersburg Area School District (CASD). The deed is dated January 30, 2003 and was recorded at the Franklin County Courthouse on February 3, 2003, Volume 2052, Page 489. This deed documents the Land Use Restrictions and CERCLA remediation covenants in Volume 2052, Page 490 by reference to the original Army/LIDA Phase II deed Volume 1904, Page 388. A copy of the CASD deed can be found in Appendix D.
- Parcels 2R-80, 2R-81, 2R-84, 2R-85, and 2R-86, and a portion of parcel 2R-87 are road parcels that have been transferred by LIDA to Greene Township via a deed of dedication. This deed is dated October 22, 2002, Volume 1981, Page 397 and was recorded at the Franklin County Courthouse on October 24, 2002. A portion of 2R-87 has also been transferred to Letterkenny Township via a deed of dedication. This deed is dated June 6, 2003, Volume 2160, Page 454 and was recorded at the Franklin County Courthouse on June 11, 2003. Copies of the deeds of dedication can be found in Appendix D. Road parcel 2R-88 has not been transferred to the local townships. During the Five Year Review, it was discovered that the deeds transferring the road parcels to Greene and Letterkenny Townships do not include or reference the Land Use Restrictions required by the Phase II ROD. However, the May 3, 2002 Phase II deed states that the Land Use Restrictions "are binding on the GRANTEE, its successors and assigns; shall run with the land; and are forever enforceable." Thus, the Land Use Restrictions are enforceable. Nevertheless, because the restrictions are not explicitly stated in the deeds, more research is required for potential future owners to know about the restriction. Therefore, the deeds should be modified to incorporate the Land Use Restrictions.
- Parcel 2-34 B was sold to J. Preston Bell and Rebecca L. Bell at the same time as Phase I Parcel 34 (see discussion for Parcel 34 on previous page). In addition an agreement was recorded at the same time as the deed on June 1, 2006, Volume 3154, Page 432. This agreement specifies that upon transfer from the Army LIDA will transfer the underlying

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portion of Parcel 2-34B to J. Preston Bell. A copy of the Parcel 2-34B agreement can be found in Appendix D

There are two leases of Phase II Parcels.

- Parcel 2-72 is leased to Barry C. Stup for commercial purposes. This commercial reuse is permitted under the Phase II FOST and Phase II deed, Volume 1904, Page 393. The lease is dated May 1, 2005. The first page of the lease references the terms of the Phase II quitclaim deed Volume 1904, Page 388. A copy of the Barry C. Stup lease can be found in Appendix D
- Building 2279 within Parcel 2-76 is leased to the Franklin County District Attorney's Office for commercial purposes. This commercial reuse is permitted under the Phase II FOST and Phase II deed, Volume 1904, Page 393. The lease is dated June 1, 2002. The first page of the lease references the terms of the Phase II quitclaim deed Volume 1904, Page 388. A copy of the Franklin County District Attorney's Office lease can be found in Appendix D

The Phase I and II LUCAP MOA has been in effect since August 2002. The LUCAP can be found in the Letterkenny Administrative Record, LKD.RT-257. The LUCAP MOA requires the Army to conduct an annual site inspection to ensure that the Land Use Controls selected for each site are effective and also requires the Army to report annually to EPA and PADEP, in writing, on the status of the Land Use Controls. Annual inspection reports have been submitted since 1999. A table summarizing the inspections is enclosed at Appendix B. As stated in Section 5.3 the table includes inspection location, date of inspection, reason for inspection, inspector(s), inspection activities, results and findings, and inspection report/data location. The supporting information for this table can be found in the Construction Inspection yearly office files 1999-2006 and the annual land use control letter reports for years 1999-2005.

During the Five Year Review, it was discovered that the LUCAP MOA requires the LEAD Commander to sign the annual inspection reports. However, it has been the practice at LEAD for the BRAC Environmental Coordinator to sign the reports. The Army, PADEP, and EPA agree that requiring the LEAD Commander to sign the annual inspection reports is overly burdensome, and that it would be more appropriate for the BRAC Environmental Coordinator to sign the reports. The LEAD Commander signs the Five Year Review reports that incorporate the findings of the annual inspections. Therefore, the LUCAP MOA should be revised to allow the BRAC Environmental Coordinator to sign the annual reports.

The annual inspection letters can be found on Letterkenny's Administrative Record website at <http://209.235.100.233/padep/testrunsearch2.htm>. To find the specific letter for each year, go to the bottom left-hand corner and click on the year for the subject letter. Page down until you find the corresponding date of the letter. Dates for each annual inspection letter follow:

Inspection Year 1999	December 22, 1999
Inspection Year 2000	January 12, 2001
Inspection Year 2001	February 4, 2002

Inspection Year 2002	January 24, 2003
Inspection Year 2003	January 27, 2004
Inspection Year 2004	January 31, 2005
Inspection Year 2005	January 25, 2006

One requirement of the LUCAP MOA was the development of a notification letter by the BCT. This letter was finalized in May, signed by the Letterkenny BRAC Environmental Coordinator on June 16, 2006 and distributed to the Letterkenny Industrial Development Authority.

The Phase I and II deeds reference a Memorandum of Agreement (MOA) between the Army and LIDA. This MOA dated November 5, 1998 specifies the terms and conditions for the conveyance of the BRAC excess property from Letterkenny to the LIDA. This BRAC MOA also covers utilities, installation access, emergency services, and any continuing obligations of the Army.

ANSWER A PDO OU 6: YES – The remedy of land use controls is functioning as intended and is preventing human exposure to the underlying groundwater.

6.4.2 Question B: Are the exposure assumptions, toxicity data, cleanup levels, and remedial action objectives (RAO's) used at the time of remedy selection still valid?

6.4.2.1 Changes In Standards and TBCs

The remedies selected for portions of PDO OU 6 as of the date of this Five -Year review (Phases I, II and III BRAC Parcels) meet ARARs. Overall, the Federal and State standards for the contaminants of concern have not changed in a manner that affects the protectiveness of the selected remedies. The selected final remedy for the remaining portions of the OU with regard to soils will be in full compliance with all ARARs.

A no further action ROD (WESTON, 2003f), was signed for the PDO OU 6 sites that are in the Phase III parcels. There were no changes in the ARARs that would affect the decision for a no further action remedy for the Phase III parcels.

The remedy selected for the Phase I and Phase II Parcels in PDO OU 6, as stated in the Phase I and Phase II RODs (WESTON, 1998b and 2001f), was land use controls and deed provisions, which are protective of human health and the environment. Deeds recorded at the Franklin County Courthouse contain the restrictions for commercial and industrial use, excavation depth above the water table, subsurface structures for human occupation, and prohibiting access to the underlying VOC-contaminated groundwater.

At the time of the Phase I BRAC Parcels ROD, there were no ARARs identified for soils at the subject parcels. The ARARs discussed below for Phase II ROD could also be considered ARARs at this point in time for the Phase I Parcels:

The ARARs for soil as identified in the Phase II Parcels ROD are the following:

- PADEP Medium-specific concentrations (MSCs), Non-Residential, Soil Direct Contact (Title 25 PA code, Chapter 250, Administration of Land Recycling Program).
- EPA, Title 40 Code of Federal Regulations (CFR), Part 761, Disposal of Polychlorinated Biphenyls (PCB), Final Rule under the Toxic Substances Control Act (TSCA), Section 761.61(a)(4)(i)(A), Cleanup Levels for Bulk PCB Remediation Waste, High Occupancy Areas: action is required for concentrations greater than 1 part per million (equivalent to milligrams per kilogram for soil or solid materials). Source: Federal Register, Volume 63, Number 124, 29 June 1998, pp 35383-35474).

The ARARs for soil are met because hazardous substances found in soils in the Phase I and Phase II parcels are at concentrations less than the values listed in the citations referenced.

The remedy regarding groundwater in the RODs for the Phase I and Phase II BRAC Parcels is an interim measure. The land use controls and deed provisions for in PDO OU 6, which are the components of the interim groundwater remedy for PDO OU 2 groundwater, are protective of human health and the environment. Because the groundwater remedy is an interim measure, final ARARs were not identified in the RODs. Groundwater ARARs, including providing a detailed list of current ARARs, will be addressed in the ROD for PDO OU 2.

6.4.2.2 Changes in Exposure Pathways

There have been no changes in the exposure pathways. The land use within the Phase I and II Parcels is commercial/industrial and the parcels are a part of the Cumberland Valley Business Park. There have been no instances of residential reuse within the business park. The only exception is the Phase II Parcels 2-74 A&B which are located outside of the business park. These parcels are owned by the Chambersburg Area School District and are a permitted use under the Phase II ROD and FOST. No new contaminants have been discovered and no new sources of the existing underlying groundwater have been discovered.

6.4.2.3 Changes in Toxicity and Other Contaminant Characteristics

There have been no changes in toxicity and other contaminant characteristics regarding the underlying VOC contaminated groundwater that would affect the protectiveness of the remedy.

6.4.2.4 Changes in Risk Assessment Methods

There have been no changes in risk assessment methodology that would affect the protectiveness of the remedy.

6.4.2.5 Expected Progress Towards Meeting RAO's

The RAO's of preventing human exposure to the underlying groundwater are being met and no exposures to the underlying groundwater have occurred.

ANSWER B PDO OU 6: YES – All of the exposure assumptions, toxicity data, cleanup levels, and RAO's used in preparing the Phase I ROD are still valid.

6.4.3 Question C: Has any other information come to light that could call into question the protectiveness of the remedy?

6.4.3.1 Newly Identified ecological risks

No newly identified ecological risks have been identified.

6.4.3.2 Impacts from natural disasters

The land use controls will prevent exposure to the groundwater during any natural disaster.

6.4.3.3 Any other new information that could affect the protectiveness of the remedy.

No new information has come to light that would affect the No Further Action is Planned Decision Document.

ANSWER C PDO OU 6: NO – There has not been any new information that calls into question the protectiveness of the Phase I remedy consisting of land use controls.

6.5 PDO OU 7 - SOUTHERN MARTINSBURG SHALE REGION (SMSR)

6.5.1 Question A: Is the remedy functioning as intended by the decision documents?

6.5.1.1 Remedial Action Performance

The Southern Martinsburg Shale Region (SMSR), otherwise known as the BRAC Phase III parcels, were found to be not impacted by VOC contaminated groundwater as documented in the

Phase III No Further Action ROD, August 2003. The Phase III Parcels were transferred without any restrictions in January 2004.

6.5.1.2 System Operations/O&M

Not Applicable

6.5.1.3 Opportunities for Optimization

Not Applicable

6.5.1.4 Early Indicators of Potential Issues

Not Applicable

6.5.1.5 Implementation of Land use Controls and Other Measures

The Phase III Parcels were transferred unrestricted and No Land Use Controls were established on the Phase III Parcels

ANSWER A PDO OU 7: YES – The recommendation of No Further Action for the SMSR/Phase III Parcels is still appropriate.

6.5.2 Question B: Are the exposure assumptions, toxicity data, cleanup levels, and remedial action objectives (RAO's) used at the time of remedy selection still valid?

6.5.2.1 Changes in Standards and TBCs

The Army and EPA, in consultation with PADEP, determined that no further CERCLA remedial action is necessary to protect public health or welfare or the environment from the soil or groundwater at the Southern Martinsburg Shale Region (SMSR), otherwise known as the BRAC Phase III parcels. The Phase III parcels were transferred without any restrictions in January 2004. A No Further Action ROD (WESTON, 2003f), was signed for the SMSR/Phase III parcels. Therefore, ARARs are met at this OU and the no further action remedy for PDO OU 7 is protective of human health and the environment and is expected to continue to be protective. Federal and State standards for the contaminants of concern have not changed in a manner that affects the protectiveness of the remedy.

6.5.2.2 Changes in Exposure Pathways

There have been no changes in exposure pathways. The Phase III Parcels are still part of the Cumberland Valley Business Park.

6.5.2.3 Changes in Toxicity and Other Contaminant Characteristics

There have been no changes in toxicity and other contaminant characteristics regarding the underlying VOC contaminated groundwater that would change the decision of No Further Action.

6.5.2.4 Changes in Risk Assessment Methods

There have been no changes in risk assessment methodology that would affect the protectiveness of the remedy.

6.5.2.5 Expected Progress Towards Meeting RAO's

Not applicable due to No Further Action ROD.

ANSWER B PDO OU 7: YES – All of the exposure assumptions, toxicity data, cleanup levels, and RAO's used in preparing the SMSR/Phase III ROD are still valid. In addition the non-time-critical-removal action is still protective of human health and the environment.

6.5.3 Question C: Has any other information come to light that could call into question the protectiveness of the remedy?

6.5.3.1 Newly Identified ecological risks

There are no newly identified ecological risks.

6.5.3.2 Impacts from natural disasters

Not applicable due to No Further Action ROD.

6.5.3.3 Any other new information that could affect the protectiveness of the remedy.

No new information has come to light that would affect the No Further Action ROD.

ANSWER C PDO OU 7: NO – There has not been any new information that calls into question the protectiveness of the SMSR/Phase III ROD recommending No Further Action.

7. DEFICIENCIES

The deficiencies identified during the five-year review are noted in the Table below. These deficiencies are not considered by the Army to be sufficient to warrant a finding that the remedy is not protective due to the fact that the Letterkenny Industrial Development Authority has been previously notified of the Institutional Controls by being an active member of the BRAC Cleanup Team and due to the existing zoning restrictions in Greene Township.

Deficiencies	Currently Affects Protectiveness (Y/N)	Affects Future Protectiveness (Y/N)
Institutional Controls		
<p>Deeds for Road Parcels 2R-80, 2R-81, 2R-84, 2R-85, 2R-86, and 2R-87 do not include or reference the Land Use Restrictions required by the Phase II ROD. Because the Land Use Restrictions recorded in the May 3, 2002 Phase II deed "run with the land," they are enforceable. However, because the restrictions are not explicitly stated in the deeds, more research would be required for potential future owners to know about them. A deed of correction will be prepared to provide additional legal certainty that the Land Use Restrictions are being fully implemented.</p>	N	N
<p>Land Use Control Action Plan (LUCAP) Memorandum of Agreement (MOA) requires the LEAD Commander to sign the annual Land Use Control inspection reports. However, it has been the practice at LEAD for the BRAC Environmental Coordinator to sign the inspection reports. The Army, PADEP, and EPA agree that requiring the LEAD Commander to sign the inspection reports is overly burdensome, and that it would be more appropriate for the BRAC Environmental Coordinator to sign the reports. The LEAD Commander signs the Five Year Review reports that incorporate the findings of the annual inspections. Therefore, the LUCAP MOA should be revised to allow the BRAC Environmental Coordinator to sign the annual reports.</p>	N	N
<p>The notification letter and map identifying the Institutional Controls has not been finalized. NOTE: This deficiency was first noted during beginning of the 5-year review. The notification letter has been finalized and delivered to LIDA in mid-June 2006. This deficiency has been resolved.</p>	N	N

8. RECOMMENDATIONS AND REQUIRED ACTIONS

PDO OU 1—Source Area Soils (OBP and DRMO Drum Storage Revetments): Based on the findings of the RI conducted in the 1990's a No Action Record of Decision (ROD) for the OBP and the DRMO Drum Area revetment was signed in 1991. However in 1995 soil contamination was discovered while backfilling the OBP. As a result, PDO OU 4 was created to address the newly discovered soil and groundwater contamination. PDO OU 4 needs to be completed through site closeout in order to correct the Administrative Record in regards to the OBP.

PDO OU 2—PDO Area Groundwater and Surface Water: Once the final remedy for PDO OU 2 has been determined, long-term monitoring and O&M will need to be evaluated.

PDO OU 3—Mercury Detections in Rocky Spring Lake: A Decision Document, stating that “No Further Action is Planned”, was signed in February 2000.

PDO OU 4—Soils and Groundwater Associated with the Oil Burn Pit (OBP): Once the remedy for PDO OU 4 has been determined, long-term monitoring and O&M will need to be evaluated.

PDO OU 5—Rocky Spring Drainage System Area: Once the remedy for PDO OU 5 has been determined, long-term monitoring and O&M will need to be evaluated.

PDO OU 6—BRAC Waste Sites: Based upon a comprehensive review of available site data, the implemented remedies are protective of human health and the environment. The annual notification letter that identifies the land use controls was finalized and distributed to the LIDA in mid- June. The letter is dated June 16, 2006.

To remedy issues uncovered during the Five Year Review, the following actions are required:

- For road parcels 2R-80, 2R-81, 2R-84, 2R-85, and 2R-86, and a portion of road parcel 2R-87, transferred by the Letterkenny Industrial Development Authority (LIDA) to Greene Township via an October 22, 2002 deed of dedication, a deed of correction or deed of confirmation is needed to incorporate the Land Use Controls required by the Phase II ROD. This new deed must be signed by both LIDA and Greene Township.
- For the portion of Road Parcel 2R-87 that was transferred to Letterkenny Township via a June 6, 2003 deed of dedication, a deed of correction or deed of confirmation is needed to incorporate the Land Use Controls required by the Phase II ROD. This new deed must be signed by both LIDA and Letterkenny Township
- The Land Use Control Action Plan (LUCAP) Memorandum of Agreement (MOA) should be revised to allow the BRAC Environmental Coordinator to sign the annual Land Use Control inspection reports.

PDO OU 7—Southern Martinsburg Shale Region (SMSR): The Southern Martinsburg Shale Region (SMSR), otherwise known as the BRAC Phase III parcels, were found to be not impacted by VOC contaminated groundwater and were transferred without any restrictions in January 2004.

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9. PROTECTIVENESS STATEMENT

The remedy at PDO OU 6 is protective of human health and the environment. The remedies for PDO OU 2, PDO OU 4, and PDO OU 5 have not been selected.

PDO OU 1—Source Area Soils (DRMO Drum Storage Revetments): A No Action ROD for the DRMO Drum Area revetment was signed in 1991. The No Action Remedy is protective of human health and the environment.

PDO OU 2—PDO Area Groundwater and Surface Water: The final remedy for PDO OU 2 has not been selected at this time. The interim remedy for PDO OU 2 Phase I and Phase II Parcels is protective of human health and the environment. It is anticipated that all final remedial actions selected for PDO OU 2 will be protective of human health and the environment. In the interim, exposure pathways that could result in unacceptable risks are being controlled.

PDO OU 3—Mercury Detections in Rocky Spring Lake: A Decision Document, stating that “No Further Action is Planned”, was signed in February 2000. The No Further Action Remedy is protective of human health and the environment.

PDO OU 4—Groundwater Associated with the Oil Burn Pit (OBP): The remedy for PDO OU 4 has not been selected at this time. It is anticipated that all remedial actions selected for PDO OU 4 will be protective of human health and the environment. In the interim, exposure pathways that could result in unacceptable risks are being controlled.

PDO OU 5—Rocky Spring Drainage System Area: The remedy for PDO OU 5 has not been selected at this time. It is anticipated that all remedial actions selected for PDO OU 5 will be protective of human health and the environment. In the interim, exposure pathways that could result in unacceptable risks are being controlled.

PDO OU 6—BRAC Waste Sites: During the Five Year Review, the following minor deficiencies were discovered that do not affect the protectiveness of the remedy.

- The deeds transferring the road parcels (2R-80, 2R-81, 2R-84, 2R-85, 2R-86, and 2R-87) to Greene and Letterkenny Townships do not include or reference the Land Use Controls required by the Phase II ROD. Because the Land Use Restrictions recorded in the May 3, 2002 Phase II deed “are binding on the GRANTEE, its successors and assigns; shall run with the land; and are forever enforceable,” they are enforceable and the remedy is protective. However, because the restrictions are not explicitly stated in the deeds, the deeds should be modified to incorporate the Land Use Restrictions, providing additional legal certainty that the remedy is protective.
- The Land Use Control Action Plan (LUCAP) Memorandum of Agreement (MOA) requires the LEAD Commander to sign the annual Land Use Control inspection reports. However, it has been the practice at LEAD for the BRAC Environmental Coordinator to sign the inspection reports. This breach of protocol does not affect the protectiveness of the remedy. The Army has submitted the inspection reports to EPA and PADEP

annually, as required by the LUCAP MOA. Furthermore, the LEAD Commander signs the Five Year Review reports that incorporate the findings of the annual inspections. In addition, the Army, PADEP, and EPA agree that requiring the LEAD Commander to sign the inspection reports is overly burdensome, and that it would be more appropriate for the BRAC Environmental Coordinator to sign the annual reports. Therefore, the LUCAP MOA should be revised to allow the BRAC Environmental Coordinator to sign the annual reports.

- The LUCAP MOA requires the development of a Land Use Control notification letter by the BCT. At the beginning of the Five Year Review process, the notification letter required had not been finalized. Subsequently, the notification letter was finalized and delivered to LIDA in mid-June 2006. Thus, this deficiency was resolved.

The remedy for PDO OU 6 Phase I and Phase II Parcels is protective of human health and the environment.

PDO OU 7—Southern Martinsburg Shale Region (SMSR): The Army and EPA, in consultation with the PADEP, determined that no further CERCLA remedial action is necessary to protect public health or welfare or the environment from the soil or groundwater at the Southern Martinsburg Shale Region (SMSR), otherwise known as the BRAC Phase III parcels. These parcels were transferred without any restrictions in January 2004. The No Further Action Remedy is protective of human health and the environment.

9. PROTECTIVENESS STATEMENT

The remedy at PDO OU 6 is protective of human health and the environment. The remedies for PDO OU 2, PDO OU 4, and PDO OU 5 have not been selected.

PDO OU 1—Source Area Soils (DRMO Drum Storage Revetments): A No Action ROD for the DRMO Drum Area revetment was signed in 1991. The No Action Remedy is protective of human health and the environment.

PDO OU 2—PDO Area Groundwater and Surface Water: The final remedy for PDO OU 2 has not been selected at this time. The interim remedy for PDO OU 2 Phase I and Phase II Parcels is protective of human health and the environment. It is anticipated that all final remedial actions selected for PDO OU 2 will be protective of human health and the environment. In the interim, exposure pathways that could result in unacceptable risks are being controlled.

PDO OU 3—Mercury Detections in Rocky Spring Lake: A Decision Document, stating that “No Further Action is Planned”, was signed in February 2000. The No Further Action Remedy is protective of human health and the environment.

PDO OU 4—Groundwater Associated with the Oil Burn Pit (OBP): The remedy for PDO OU 4 has not been selected at this time. It is anticipated that all remedial actions selected for PDO OU 4 will be protective of human health and the environment. In the interim, exposure pathways that could result in unacceptable risks are being controlled.

PDO OU 5—Rocky Spring Drainage System Area: The remedy for PDO OU 5 has not been selected at this time. It is anticipated that all remedial actions selected for PDO OU 5 will be protective of human health and the environment. In the interim, exposure pathways that could result in unacceptable risks are being controlled.

PDO OU 6—BRAC Waste Sites: During the Five Year Review, the following minor deficiencies were discovered that do not affect the protectiveness of the remedy.

- The deeds transferring the road parcels (2R-80, 2R-81, 2R-84, 2R-85, 2R-86, and 2R-87) to Greene and Letterkenny Townships do not include or reference the Land Use Controls required by the Phase II ROD. Because the Land Use Restrictions recorded in the May 3, 2002 Phase II deed “are binding on the GRANTEE, its successors and assigns; shall run with the land; and are forever enforceable,” they are enforceable and the remedy is protective. However, because the restrictions are not explicitly stated in the deeds, the deeds should be modified to incorporate the Land Use Restrictions, providing additional legal certainty that the remedy is protective.
- The Land Use Control Action Plan (LUCAP) Memorandum of Agreement (MOA) requires the LEAD Commander to sign the annual Land Use Control inspection reports. However, it has been the practice at LEAD for the BRAC Environmental Coordinator to sign the inspection reports. This breach of protocol does not affect the protectiveness of the remedy. The Army has submitted the inspection reports to EPA and PADEP

annually, as required by the LUCAP MOA. Furthermore, the LEAD Commander signs the Five Year Review reports that incorporate the findings of the annual inspections. In addition, the Army, PADEP, and EPA agree that requiring the LEAD Commander to sign the inspection reports is overly burdensome, and that it would be more appropriate for the BRAC Environmental Coordinator to sign the annual reports. Therefore, the LUCAP MOA should be revised to allow the BRAC Environmental Coordinator to sign the annual reports.

- The LUCAP MOA requires the development of a Land Use Control notification letter by the BCT. At the beginning of the Five Year Review process, the notification letter required had not been finalized. Subsequently, the notification letter was finalized and delivered to LIDA in mid-June 2006. Thus, this deficiency was resolved.

The remedy for PDO OU 6 Phase I and Phase II Parcels is protective of human health and the environment.

PDO OU 7—Southern Martinsburg Shale Region (SMSR): The Army and EPA, in consultation with the PADEP, determined that no further CERCLA remedial action is necessary to protect public health or welfare or the environment from the soil or groundwater at the Southern Martinsburg Shale Region (SMSR), otherwise known as the BRAC Phase III parcels. These parcels were transferred without any restrictions in January 2004. The No Further Action Remedy is protective of human health and the environment.

01/20/07

10. NEXT FIVE-YEAR REVIEW

This is a statutory site that requires ongoing five-year reviews. The next five-year review will for PDO OU 6 will be completed no later than five years after EPA concurs with this five-year review.

11. REFERENCES¹

Acker, R.C. 1955. *Water Supply from Wells for Letterkenny Ordnance Works*. Letter Report to District Engineer, U.S. Army Corps of Engineers, Baltimore District.

Becher, A.E., and L.E. Taylor. 1982. *Groundwater Resources in the Cumberland and Contiguous Valleys of Franklin County, Pennsylvania*. Pennsylvania Geological Survey Water Resources Report 53. Harrisburg, Pennsylvania.

EA (EA Engineering, Science, and Technology). 1991. *Site Investigation, LEAD*.

EPA (U.S. Environmental Protection Agency). 2004. *Current Drinking Water Standards – National Primary Drinking Water Regulations*. Office of Groundwater and Drinking Water. <http://www.epa.gov/safewater/mcl.html>.

EPA (U.S. Environmental Protection Agency). June 2001. *Comprehensive Five-Year Review Guidance*. Directive 9355.7-03B-P. Office of Emergency and Remedial Response.

EPA (U.S. Environmental Protection Agency). 1998. *Record of Decision for Phase I Parcels, Letterkenny Army Depot*. Final Report. September 1998.

EPA/USACE (U.S. Environmental Protection Agency/U.S. Army Corps of Engineers). 1998. *Evaluation of Dredged Material Proposed for Discharge in Waters of the U.S. – Testing Manual (Inland Testing Manual)*. EPSYS (Epsys Corporation). 2001. *Seasonally High Groundwater Determination for the Phase 2 BRAC Parcels, Letterkenny Army Depot*. Final Report. February 2001.

EPSYS (Epsys Corporation). 2001. *Seasonally High Groundwater Determination for the Phase 2 BRAC Parcels, Letterkenny Army Depot*. Final Report.

ERM (Environmental Resources Management, Inc.). 1995. *Letterkenny Army Depot – SWMU Site Investigation Follow-on Report*, ELIN A009. January 1995.

ESE (Environmental Science & Engineering, Inc.). 1995. *PDO New OU #5 Site Investigation PCBs in Rocky Spring Lake, Draft Report*.

ESE (Environmental Science & Engineering, Inc.). 1993a. *Risk Assessment of the Property Disposal Office Area at Letterkenny Army Depot, Operable Units 1 and 2*. Final Report. June 1993. LKD.RT-080.

¹ Note: The Administrative Record reference number for each document is included at the end of references that are included in the Letterkenny Army Depot Administrative Record (i.e., LKD-RT-xxx). These documents are also available online at <http://209.235.100.233/LETTERKENNYLIBRARY/>.

ESE (Environmental Science & Engineering, Inc.). 1993b. *Remedial Investigation of the Property Disposal Office Area Operable Units 1 and 2, Letterkenny Army Depot*. January 1993. LKD.RT-075.

ESE (Environmental Science & Engineering, Inc.). 1988a. *Endangerment Assessment of the Property Disposal Office at Letterkenny Army Depot*. February 1988. LKD.RT-017.

ESE (Environmental Science & Engineering, Inc.). 1988b. *Feasibility Study of the Property Disposal Office Area at Letterkenny Army Depot, Operable Units 1 and 2. Final Report*. February 1994. LKD.RT-090.

ESE (Environmental Science & Engineering, Inc.). 1987. *Remedial Investigation of the Property Disposal Office Area at Letterkenny Army Depot*. September 1987. LKD.RT-015.

LEAD (Letterkenny Army Depot). 2004. *Installation Action Plan for Letterkenny Army Depot, FY 2005*. April 2004. LKD-RT-250.

LEAD (Letterkenny Army Depot) Land Use Control Assurance Plan Memorandum of Agreement for the Phase I & II Parcels, August 2002, LKD-RT-257.

LEAD (Letterkenny Army Depot). 1995. *Proposed Plan, Operable Unit Two, Property Disposal Office Area*. February 1995. LKD.RT-100.

LEAD (Letterkenny Army Depot). *Record of Decision, Accelerated Remedial Action Property Disposal Office Area Operable Unit One, Letterkenny Army Depot Chambersburg, PA*. June 1991. LKD.RT-061.

LEAD (Letterkenny Army Depot). 1991. *Final Proposed Plan, Operable Unit One, Property Disposal Office Area*. May 1991. LKD.RT-055.

IT Corporation (IT). 2000. *Decision Document, Mercury Detections in Rocky Spring Lake, Property Disposal Office Area – Operable Unit 3 (PDO OU3), Letterkenny Army Depot*. February 2000.

PADEP (Pennsylvania Department of Environmental Protection). 2001. "Rules and Regulations. Title 25 – Environmental Protection, Environmental Quality Board [25 Pennsylvania Code Chapter 250]; Administration of the Land Recycling Program (Act 2)." *Pennsylvania Bulletin*, Vol. 31, No. 47. 24 November 2001.

Pennsylvania Code. Title 25 – Environmental Protection, Chapter 16 -Water Quality Toxics Management Strategy – Statement of Policy. Appendix A, Table 1 – Water Quality Criteria for Toxic Substances.

USATHAMA (U.S. Army Toxic and Hazardous Materials Agency). 1980. *Installation Assessment of Letterkenny Army Depot, Report No. 16, Aberdeen Proving Ground, Maryland*. LKD.RT-011.

Versar, Inc.. 2002. *Remedial Investigation of Offpost Ground Water Issues (Operable Unit 4) of the Property Disposal Office Area of Letterkenny Army Depot*. Draft Final. Prepared for the U.S. Army Corps of Engineers, Baltimore District, Baltimore, MD.

Versar, Inc. .1996. *Mercury Detections in Rocky Spring Lake, Investigation of Property Disposal Office Operable Unit 3*. August 1996. LKD.RT-125.

Versar, Inc. 1994. *Remedial Investigating/Feasibility Study Letterkenny Army Depot Property Disposal Office Area, Operable Units 3 and 4, Work Plan*. May 1994.

WESTON (Roy F. Weston, Inc.). 2004. *Remedial Investigation and Risk Assessment for the Vehicle/Equipment Storage Area (VESA), Property Disposal Office (PDO) Area Operable Unit (OU) 6, Letterkenny Army Depot*. Final LKD.RT-254. October 2004.

WESTON (Weston Solutions, Inc.). 2003a. *Final Remedial Investigation (RI) and Risk Assessment (RA) for the Open Vehicle Storage Area (DSERTS Sites LEAD-110 and LEAD-114), Property Disposal Office (PDO) Area Operable Unit (OU) 6 and Southeast (SE) Area OU 8, Letterkenny Army Depot*. WESTON, July 2003. LKD-RT-234.

WESTON (Roy F. Weston, Inc.). 2003b. *BRAC Investigations at the RCRA Sites in the Property Disposal (PDO) Area Operable Unit (OU) 6 and Southeastern (SE) Area OU 8, Letterkenny Army Depot*. Draft. April 2003.

WESTON (Weston Solutions, Inc.). April 2003b. *Summary Report on the Groundwater Quality in the Southern Martinsburg Shale Region, Letterkenny Army Depot*. Final. LKD.RT-233.

WESTON (Weston Solutions, Inc.). 2003c. *Technical Plan for BRAC Investigations at RCRA Sites in the Property Disposal Office (PDO) Area Operable Unit (OU) 6 and Southeastern (SE) Area OU8, Letterkenny Army Depot*. Draft. April 2, 2003.

WESTON (Weston Solutions, Inc.). April (revised July) 2003d. *Remedial Investigation and Risk Assessment Report for the Open Vehicle Storage Area (DSERTS Sites LEAD-110 and LEAD-114), Property Disposal Office (PDO) Area Operable Unit (OU) 6 and Southeastern (SE) Area OU 8, Letterkenny Army Depot*. Final. LKD-RT-232.

WESTON (Weston Solutions, Inc.). September 2003e. *Finding of Suitability to Transfer (FOST) for the Phase III BRAC Parcels*. Final. LKD-RT-238.

WESTON (Weston Solutions, Inc.). August 2003f. *Record of Decision for the Phase III BRAC Parcels*. Final. LKD-RT-239.

WESTON (Weston Solutions, Inc.). April 2003g. *Proposed Plan for the Phase III BRAC Parcels*. Final. LKD-RT-234.

WESTON (Roy F. Weston, Inc.). September 2002a. *Remedial Investigation and Risk Assessment Report for the Former Uncurbed AST Site North of Building 532, Property Disposal Office (PDO) Area Operable Unit (OU) 6, DSERTS Site LEAD-126, Letterkenny Army Depot*. Final. LKD-RT-221.

Weston (Roy F. Weston, Inc.). August 2002b. *Work Plan for Risk Assessment for Property Disposal Office (PDO) OU 5 Letterkenny Army Depot. Final.* LKD-RT-216.

WESTON (Roy F. Weston, Inc.). September 2002b. *Remedial Investigation and Risk Assessment Report for the Building 400 Series Fire Training Area, Southeastern (SE) Area Operable Unit (OU) 8, Letterkenny Army Depot. Final.* LKD-RT-219

WESTON (Roy F. Weston, Inc.). 2002c. *Sampling Report on the PDO OU 2 Well Installation and Sampling Program, Oil Burn Pit Supplemental Groundwater Investigation, Letterkenny Army Depot, Chambersburg, PA. Final.* April 2002.

WESTON (Roy F. Weston, Inc.). 2002e. *Draft Remedial Investigation (RI) and Risk Assessment (RA) Report and Resource Conservation and Recovery Act (RCRA) Closure Report for the Ammunition Area Drum Storage Pad Areas, Property Disposal Office (PDO) Area Operable Unit (OU) 6 (DSERTS Site LEAD-112), Letterkenny Army Depot.*

WESTON (Roy F. Weston, Inc.). 2002f. *Finding of Suitability to Transfer (FOST) for the Phase II BRAC Parcels, Letterkenny Army Depot. February 2002.* LKD-RT-200.

WESTON (Roy F. Weston, Inc.). 2001c. *Evaluation of Recreational/Daycare Use for the Chapel/Gym Parcel, Property Disposal Office (PDO) Area, Letterkenny Army Depot.* LKD-RT-208.

WESTON (Roy F. Weston, Inc.). 2001d. *Technical Plan for BRAC Investigations in the Property Disposal Office, Operable Unit 6. Draft-Final.*

WESTON (Roy F. Weston, Inc.). 2001e. *Proposed Plan for Phase II Parcels, Letterkenny Army Depot. February 2001.* LKD-RT-181.

WESTON (Roy F. Weston, Inc.). 2001f. *Record of Decision for Phase II Parcels, Letterkenny Army Depot. July 2001.* LKD-RT-190.

WESTON (Roy F. Weston, Inc.). 2001g. *Groundwater Vapor Intrusion Risk Assessment, Letterkenny Army Depot. Final Report. February 2001.* LKD-RT-182.

WESTON (Roy F. Weston, Inc.). 2000a. *Final Supplement 1 to the Final Environmental Baseline Survey for Letterkenny Army Depot, BRAC 95 Action. November 2000.* LKD-RT-176.

WESTON (Roy F. Weston, Inc.). 2000b. *Draft Technical Plan for a Dye Tracer Study of the Bedrock Aquifer at the Property Disposal Office (PDO) Area of Letterkenny Army Depot, Chambersburg, PA. August 2000.*

WESTON (Roy F. Weston, Inc.). 2000c. *Engineering Evaluation/Cost Analysis (EE/CA) for the Open Vehicle Storage Area (OVSA), Property Disposal Office (PDO) Area Operable Unit (OU) 6 and Southeast (SE) Area OU 8, Letterkenny Army Depot.* LKD-RT-197.

WESTON (Roy F. Weston, Inc.). 1999a. *Technical Plan For: Investigation of PCBs in the Rocky Spring System Property Disposal Office (PDO) Area, Operable Unit 5 (OU 5), Letterkenny Army Depot*. December 1999. LKD-RT-165.

WESTON (Roy. F. Weston, Inc.). 1999b. *Addendum to the Environmental Baseline Survey*. April May 1999. LKD-RT-158.

WESTON (Roy F. Weston, Inc.). 1999c. *Remedial Investigation and Risk Assessment Report for the Southeast Area (SE) Operable Unit (OU) 8 Phase II BRAC Sites*. Draft. April 1999.

WESTON (Roy F. Weston, Inc.). 1998a. *Proposed Plan for Phase I Parcels, Letterkenny Army Depot*. March 1998. LKD.RT-133.

WESTON (Roy F. Weston, Inc.). 1998b. *Record of Decision for Phase I parcels, Letterkenny Army Depot*. September 1998. LKD.RT-143.

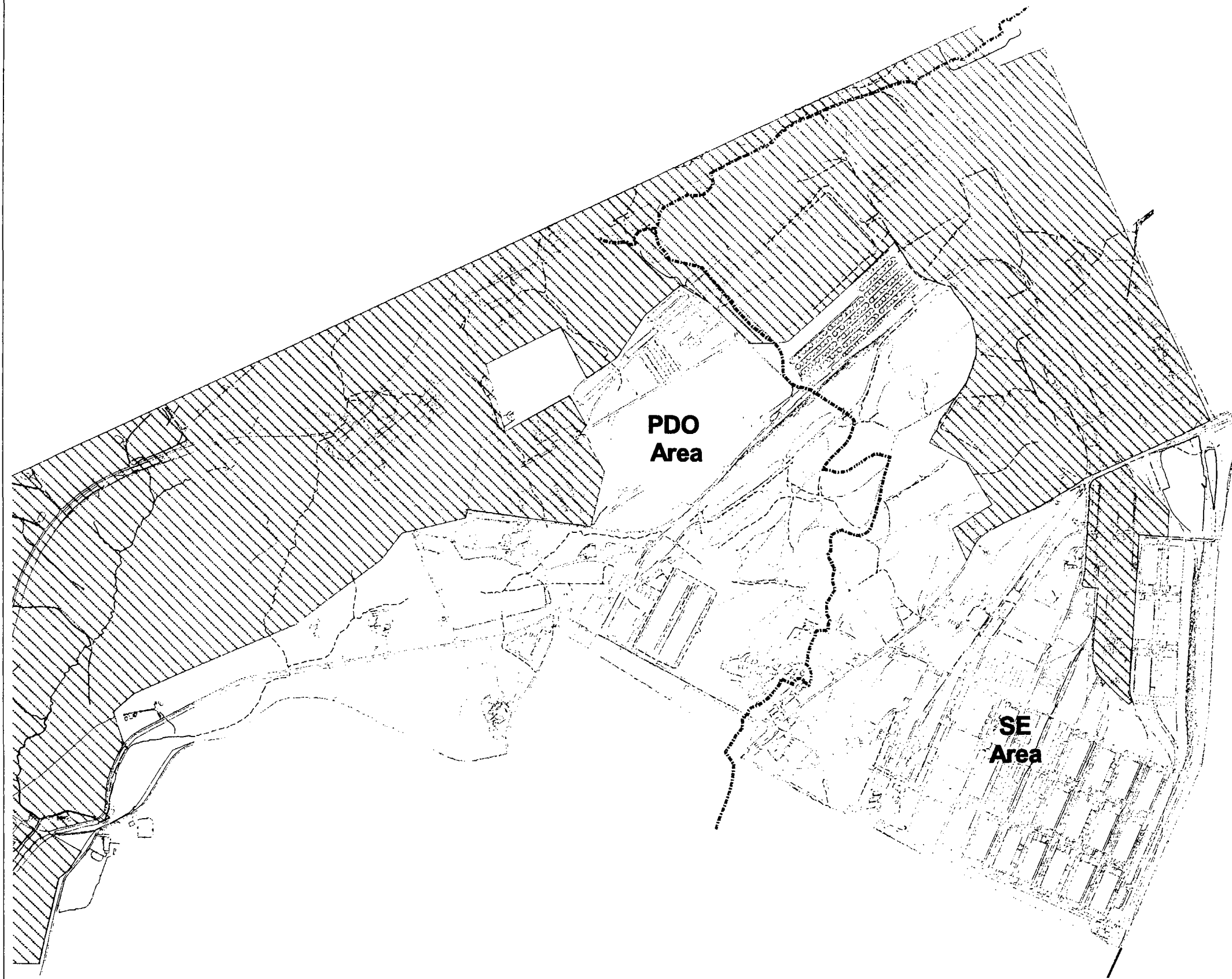
WESTON (Roy F. Weston, Inc.). 1998c. *Area of Concern (AOC) Decision Documents for Phase I Parcels, Letterkenny Army Depot*. Final. April 1998. LKD.RT-174.

WESTON (Roy F. Weston, Inc.). 1998d. *Finding of Suitability to Transfer (FOST) for Phase I Parcels, Letterkenny Army Depot*. Final Report. October 1998. LKD.RT-148.






WESTON (Roy F. Weston, Inc.). 1998e. *Technical Plan for BRAC Investigations in the Property Disposal Office Area, Operable Unit 6 (PDO OU 6), Letterkenny Army Depot, Chambersburg, PA*. Draft. March 1998.

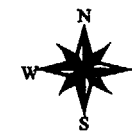
WESTON (Roy F. Weston, Inc.). 1996a. *Phase I Environmental Baseline Survey, Letterkenny Army Depot, BRAC 95 Action*. LKD.RT-124.

WESTON (Roy F. Weston, Inc.). 1996b. *Technical Plan for Emergency Delineation/Removal of Soils at the PDO Oil Burn Pit (Operable Unit 4), Letterkenny Army Depot*. Draft. Prepared for the U.S. Army Environmental Center, Installation Restoration Division, Aberdeen Proving Ground, MD. October 1996. LKD.RT-126.



Legend:

-  Buildings
-  Army Retained Area
-  Roads
-  Drainage
-  Dividing Line Between SE and PDO Areas



1000 0 1000 Feet

Letterkenny Army Depot
Chambersburg, PA

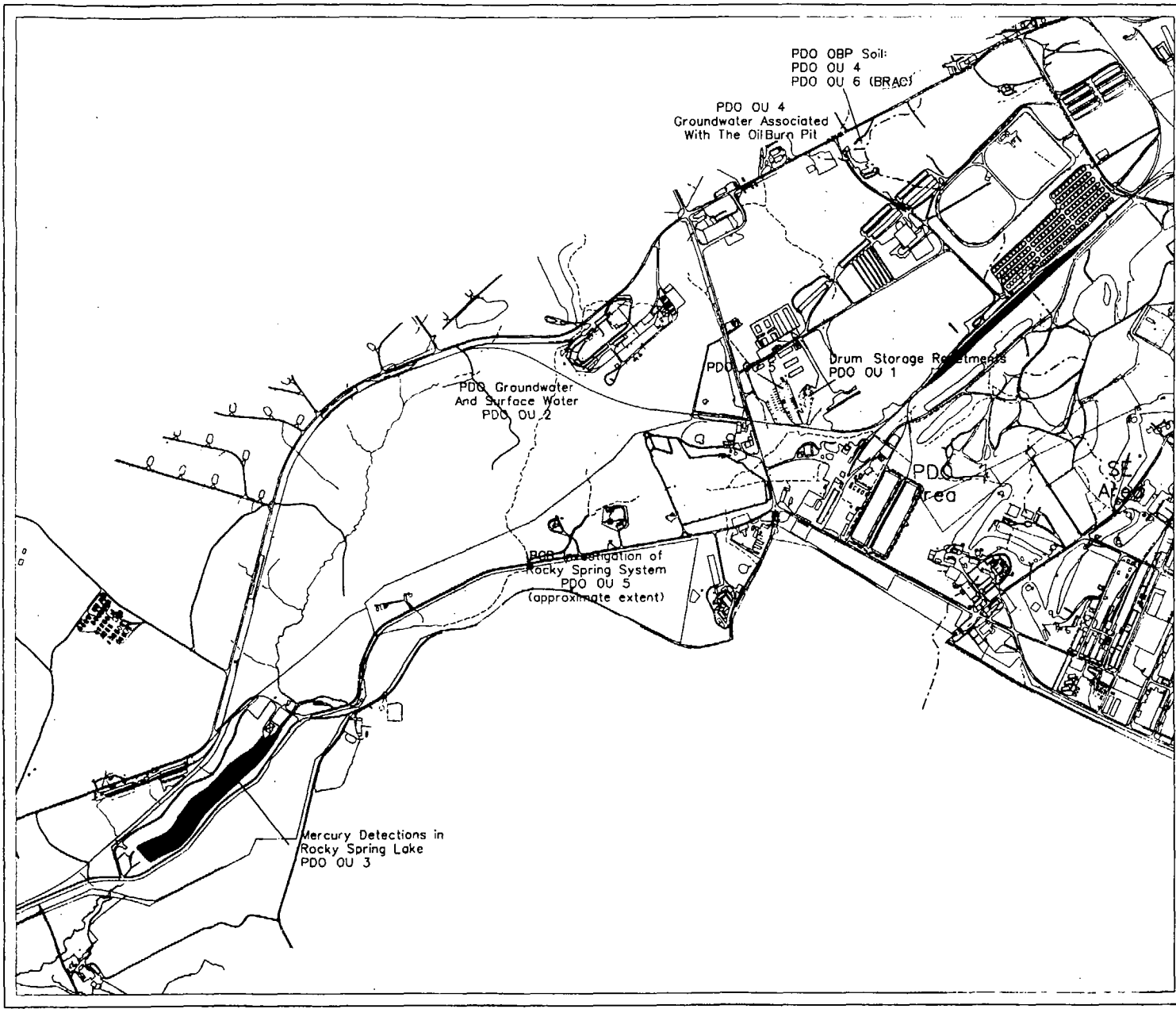
Figure 2
Location of SE and PDO Areas
at Letterkenny Army Depot



U.S. Army Corps of Engineers
Baltimore District



Date:
01/16/07



PDO OBP Soil:
 PDO OU 4
 PDO OU 6 (BRAC)

PDO OU 4
 Groundwater Associated
 With The Oil Burn Pit






Drum Storage Requirements
 PDO OU 1

PDO Groundwater
 And Surface Water
 PDO OU 2

PDO Investigation of
 Rocky Spring System
 PDO OU 5
 (approximate extent)

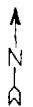
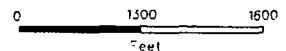
Mercury Detections in
 Rocky Spring Lake
 PDO OU 3

LEGEND:

-  Buildings
-  Roads
-  Drainage
-  Operable Unit Locations (approximate)
- PDO OU 5**
-  Dividing Line Between SE and PDO Areas

Notes :

1. Part of PDO OU 4 is located off-post and is not shown on this map. PDO OBP Soils were formerly under PDO OU 1 and are now being handled under PDO OU 4.
2. PDO OU 6 BRAC sites are shown on a separate figure.
3. PDO on 7, SMSR groundwater, is shown on a separate figure.

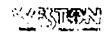


Letterkenny Army Depot
 Chambersburg, PA

FIGURE 3
 Location of Operable Units
 in the PDO Area at
 Letterkenny Army Depot.



U.S. Army Corps of Engineers
 Baltimore District

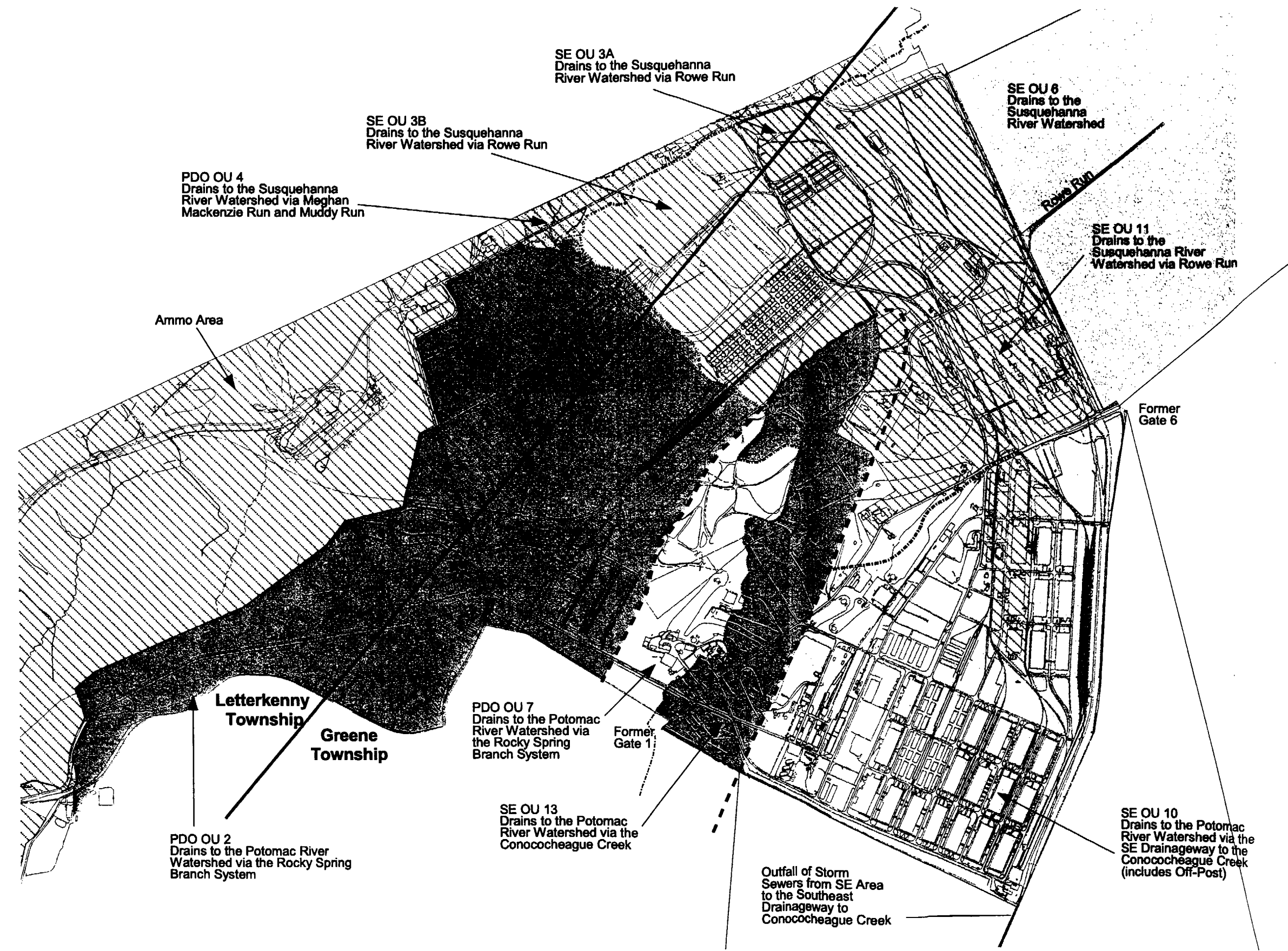


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P:\CB\proj\letter\mapping\set\pdo\pdo_ou_temp.dgn

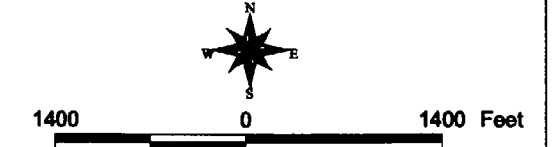
ORIGINAL

ORIGINAL



- Legend:**
- Base Features
 - - - Drainage
 - Major Watershed Divide
 - Township Line
 - - - Subbasin Drainage Divide
 - - - Shale/Limestone Boundary
 - ▨ Army Retained Area
 - ▨ SE OU 3A: Disposal Area VOC-Contaminated Groundwater
 - ▨ SE OU 3B: Area Upgradient of VOC Contamination Source in SE OU 3A
 - ▨ SE OU 6: Off-Post VOC-Contaminated Groundwater North of Former Gate 6
 - ▨ SE OU 10: Southern Southeast Industrial Area VOC-Contaminated Groundwater Primarily South of Former Gate 6 (Conococheague Drainage System)
 - ▨ SE OU 10 (Off-Post)
 - ▨ SE OU 11: Northern Southeast Industrial Area VOC-Contaminated Groundwater North of Former Gate 6
 - ▨ PDO OU 2: PDO Area Groundwater and Surface Water
 - ▨ PDO OU 4: Groundwater Associated with the PDO Oil Burn Pit
 - ▨ PDO OU 7: Southern Martinsburg Shale Region (SMSR) Groundwater
 - ▨ SE OU 13: Groundwater

Note: SE OU 6 (entire area not shown) is SE Area Off-Post VOC-Contaminated Groundwater (Downgradient of SE OU 3 and SE OU 11)



Letterkenny Army Depot
Chambersburg, PA

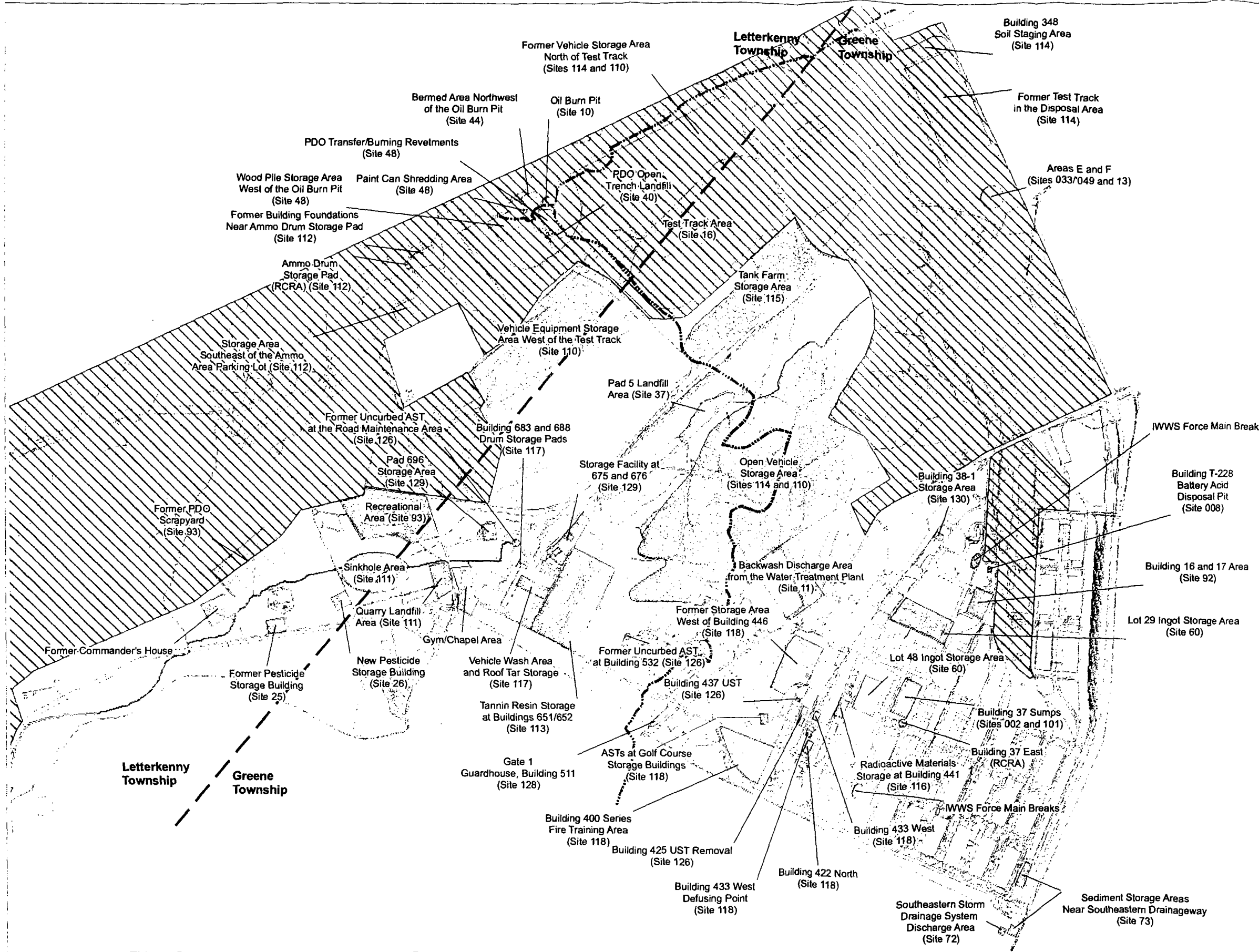
Figure 4
Current Layout of LEAD
Groundwater Operable Units (OUs)
Letterkenny Army Depot




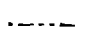




U.S. Army Corps of Engineers
Baltimore District

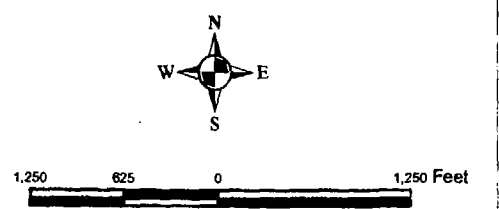


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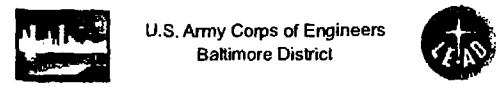
- Legend:**
-  Buildings
 -  Roads
 -  SE PDO Drainage Divide
 -  Drainage
 -  Army Retained Area
 -  Township Line (Approximate)

Notes:
 Former PCB Transformer Site not shown.
 Site numbers in parentheses are Army Environmental Database Restoration (AEDBR) numbers.



Letterkenny Army Depot
 Chambersburg, PA












Figure 5
SE OU 8 and PDO 6 BRAC
Investigation Sites

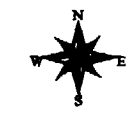


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 01-16-07

ORIGINAL

Legend:

-  Buildings
-  Army Retained Area
-  Roads
-  Drainage Divides
-  Shale/Limestone Boundary
-  Township Line
-  Phase I Parcels
-  Phase II Parcels
(Does not show all roads)
-  Phase III Parcel that is
Lower Portion of Phase II
Parcel (8 ft. below ground
surface to center of the earth)
-  Phase III Parcels
-  Phase IV Parcels



1250 0 1250 Feet

Letterkenny Army Depot
Chambersburg, PA

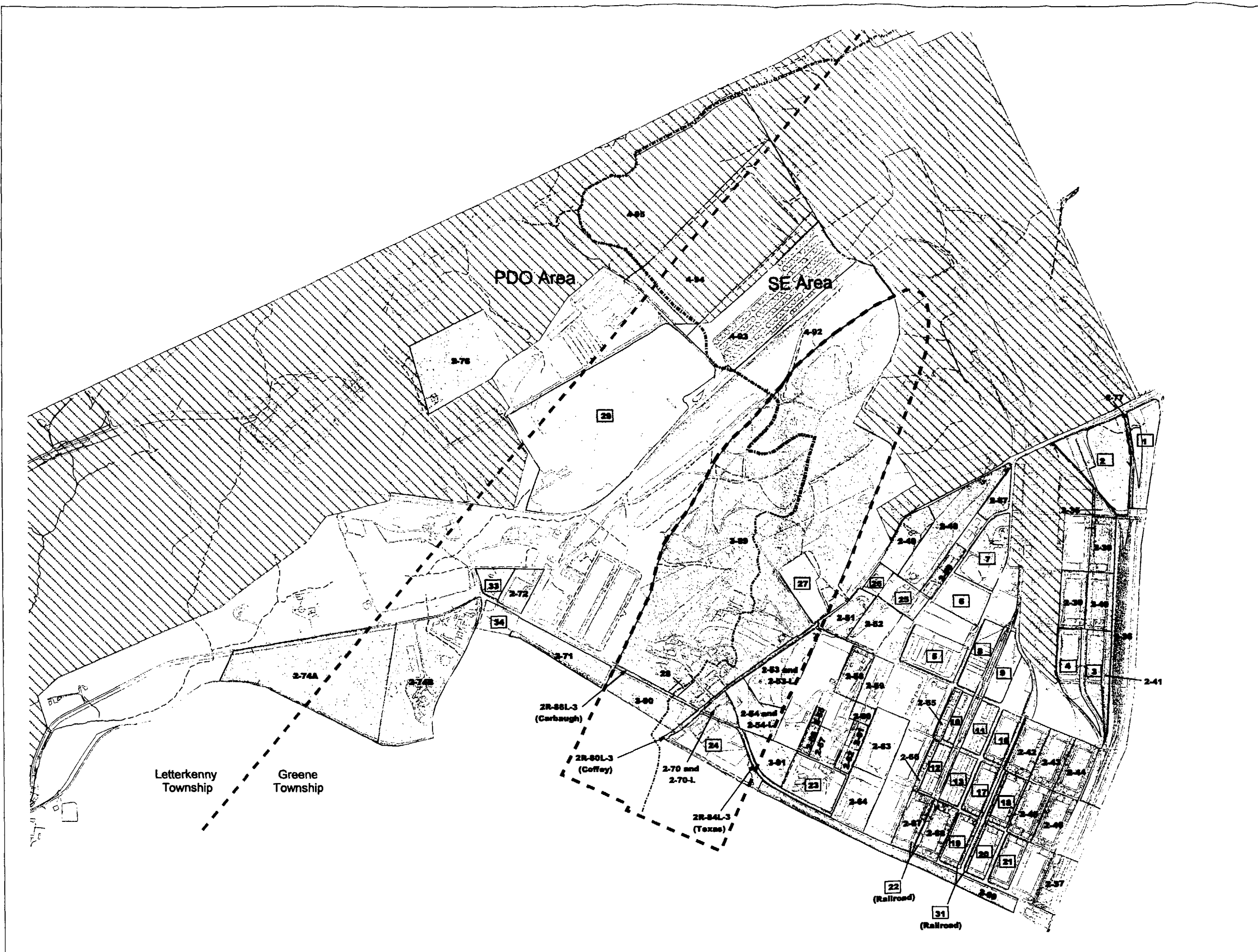
Figure 6
BRAC Phases I-IV
Parcels



U.S. Army Corps of Engineers
Baltimore District


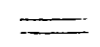
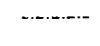
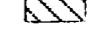





Date:
01-16-2007



ORIGINAL

Legend:

-  Buildings
-  Roads
-  Drainage
-  Army Retained Area
-  Major Watershed Divide
-  Subbasin Drainage Divide
-  General Flow Direction

SE Area North
Drains to the Susquehanna
River Watershed via Rowe Run

PDO Area
Drains to the Potomac River
Watershed via Rocky Spring
System

Rowe Run

Gate 6

PDO
Area

SE
Area

SE Area South
Drains to the
Potomac River
Watershed via
Conococheague Creek

Gate 1

Outfall of Storm
Sewers from SE Area
to the Southeast
Drainageway to
Conococheague Creek



1400 0 1400 Feet

Letterkenny Army Depot
Chambersburg, PA

Figure 7
Location of Drainageways and
Major Drainage Divides at
Letterkenny Army Depot



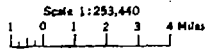
U.S. Army Corps of Engineers
Baltimore District









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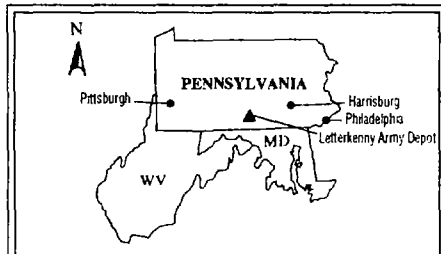
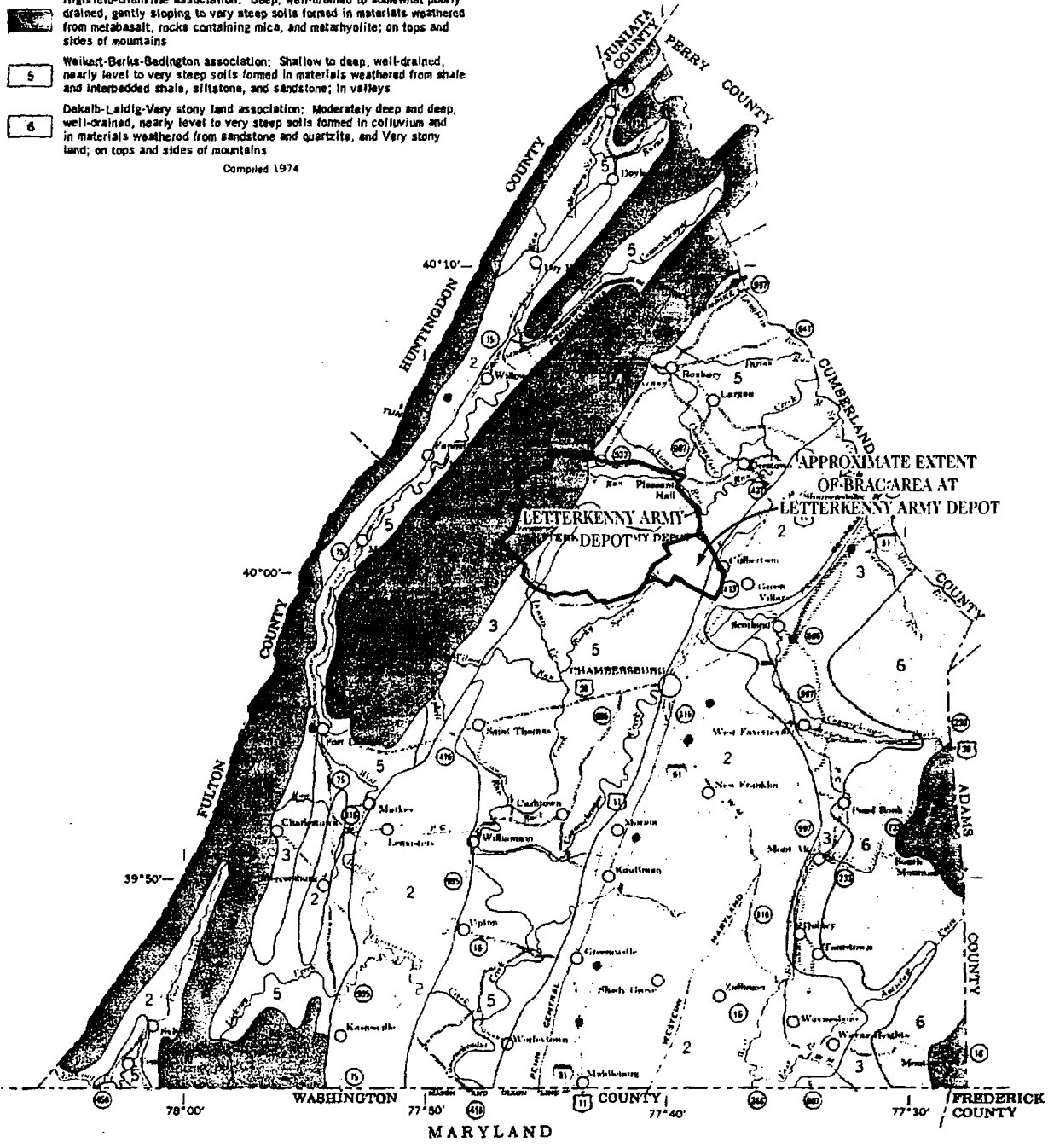
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SOIL ASSOCIATIONS



-  Laidig-Very stony land-Buchanan association: Deep, well drained to somewhat poorly drained, nearly level to very steep soils formed in colluvium from sandstone, and Very stony land; on tops and sides of mountains
-  Hagerstown-Duffield association: Deep, well-drained, nearly level to steep soils formed in materials weathered from limestone; in valleys
-  Murrill-Laidig association: Deep, well-drained, gently sloping to moderately steep soils formed in colluvium; on mountain foot slopes
-  Highfield-Glenville association: Deep, well-drained to somewhat poorly drained, gently sloping to very steep soils formed in materials weathered from metabasalt, rocks containing mica, and metachryolite; on tops and sides of mountains
-  Weikart-Berks-Bedington association: Shallow to deep, well-drained, nearly level to very steep soils formed in materials weathered from shale and interbedded shale, siltstone, and sandstone; in valleys
-  Dekalb-Laidig-Very stony land association: Moderately deep and deep, well-drained, nearly level to very steep soils formed in colluvium and in materials weathered from sandstone and quartzite, and Very stony land; on tops and sides of mountains

Compiled 1974



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

FIGURE 8
GENERAL SOIL MAP: FRANKLIN
COUNTY, PENNSYLVANIA

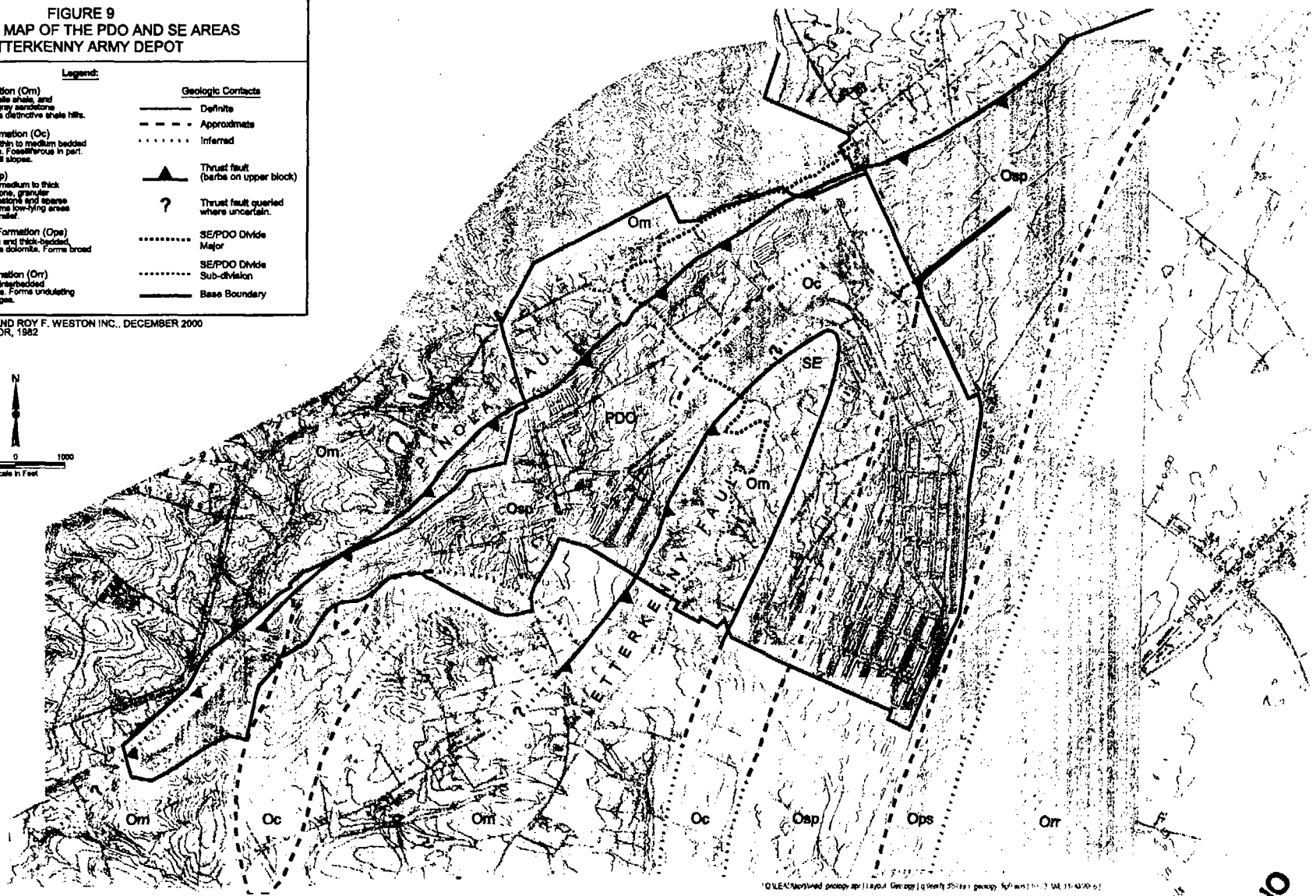
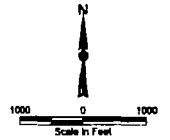
Source: USDA, 1974; ESE.

FIGURE 9
GEOLOGIC MAP OF THE PDO AND SE AREAS
LETTERKENNY ARMY DEPOT

Legend:

Om Martinsburg Formation (Om) Dark-gray to black fissile shales and yellow-green to dark-gray sandstone and graywacke. Forms distinctive shale hills.	Geologic Contacts
Oc Chambersburg Formation (Oc) Medium to dark-gray, thin to medium bedded argillaceous limestone. Fossiliferous in part. Occurs primarily on hill slopes.	— Definite
Osp St. Paul Group (Osp) Medium to dark-gray, medium to thick bedded micritic limestone, granular limestone, striped limestone and sparse dolomite. Typically forms low-lying areas with little topographic relief.	- - - - - Approximate
Ops Pineburg Station Formation (Ops) Light-colored, medium and thick-bedded, laminated and massive dolomite. Forms broad topographic rise.	· · · · · Inferred
Orn Rockdale Run Formation (Orn) Medium to dark-gray, interbedded limestone and dolomite. Forms undulating terraces with rocky ledges.	▲ Thrust fault (barbs on upper block)
	? Thrust fault queried where uncertain.
	· · · · · SE/PDO Divide Major
	· · · · · SE/PDO Divide Sub-division
	— Base Boundary

SOURCES: IT CORPORATION AND ROY F. WESTON INC., DECEMBER 2000
 BECHER AND TAYLOR, 1982



OLEA/Modified geology from USGS Geologic Map of the Letterkenny Army Depot, VA 11-4120-01

ORIGINAL

INTERVIEW RECORD		
Site Name: Letterkenny Army Depot		EPA ID No.: PA6213820503
Subject: Five-Year Review Interview		Time: . Date: 05/19/05 & 05/20/05
Contact Made By:		
Name: Stacie Young	Title: Project Manager	Organization: Weston Solutions
Individual Contacted:		
Name: Bryan Hoke	Title: BRAC Environmental Coordinator	Organization: Letterkenny Army Depot
Telephone No: Fax No.: NA E-Mail Address: NA	Street Address: City, State, Zip:	
Summary Of Conversation		
Five-Year Review Interview Questions:		
<p>1. Has the Army reported annually to the EPA and PADEP regarding land use controls? A: Letterkenny has submitted annual reports on December 22, 1999, January 12, 2001, February 4, 2002, January 24, 2003, January 27, 2004 and January 31, 2005.</p> <p>2. As required by the Phase I ROD did the BRAC Cleanup Team establish periodic inspection procedures to ensure adherence to the institutional controls? A: The Phase II ROD specified the requirement for the maintenance of institutional controls in a memorandum of agreement. The BRAC Cleanup Team developed and signed the Land Use Control Assurance Plan Memorandum of Agreement for BRAC Phase I and II Parcels on August 29, 2002.</p> <p>3. Has the BRAC Cleanup Team developed a notification letter as required by the Land Use Control Assurance Plan Memorandum of Agreement? A: A draft joint land use control notification letter dated was submitted to PADEP and EPA for review on November 23, 2004.</p>		

ORIGINAL

INTERVIEW RECORD

Site Name: Letterkenny Army Depot		EPA ID No.: PA6213820503	
Subject: Community Interview and Five-Year Review Interview		Time: 10 a.m.	Date: 09/12/06
Contact Made By:			
Name: Deb Volkmer	Title: Project Manager	Organization: Weston Solutions	
Individual Contacted:			
Name: Ruth Bishop	Title: Project Officer/Risk Assessor	Organization: PADEP	
Telephone No: 717-705-4833	Street Address: 909 Elmerton Avenue		
Fax No.: NA	City, State, Zip: Harrisburg, PA 17110-8200		
E-Mail Address: NA			
Summary Of Conversation			
Community Interview Questions:			
1. What is your understanding of the site's environmental situation during the past 9 years (from 1997 to present)?			
There was a significant groundwater contamination problem. The contamination extended off-site. There is a soil contamination investigation ongoing on the base.			
2. What is your opinion of the government's commitment to cleaning up the hazardous waste at Letterkenny?			
Seems to be very committed to determine contamination and doing reasonable effort to clean it up.			
3. What are your concerns regarding the site? Are you aware of any general community concerns about the site or its operation and administration?			
Concerned about groundwater issues, source areas for contamination, and vapor intrusion. Aware only of community concerns that were brought up at public meetings: future use and cleanup.			
4. How or where have you received most of your information about the environmental and reuse activities at Letterkenny? Do you feel well-informed about site activities?			
Received most of information through reports and e-mail communications. Feels well-informed about site activities.			
5. How can Letterkenny best provide you with information concerning its environmental activities?			
Continue what doing now.			
6. What information regarding site environmental and reuse activities do you want or need?			
Already receiving the information wanted.			

7. What is your opinion of the cleanup activities related to the Base Realignment and Closure (BRAC)?

Seem to be doing a good job of finding contamination and doing a good job cleaning it up.

8. What is your opinion of how the Letterkenny excessed parcels of land have been reused?

Seem to be making good use of property.

9. What is your hope for the future of the Letterkenny Army Depot?

That it can be cleaned up.

10. Do you have any comments, suggestions or recommendations regarding the site's management or operations?

No.

11. Have you viewed Letterkenny's BRAC and Restoration web site?

Yes, occasionally refers to web site.

12. Do you know what the Remediation Program does at LEAD?

Yes, investigates property for problems and cleans up the contamination.

13. Do you know the difference between the active and BRAC properties at Letterkenny?

Yes, active properties retained by the Army and BRAC properties excessed to LIDA for public use.

Five-Year Review Interview Questions:

1. What effects have site operations had on the surrounding community?

(Not asked. Not applicable to respondent.)

2. Are you aware of any events, incidents, or activities at the site such as vandalism, trespassing, or emergency response from local authorities? If so, please give details.

No.

3. Have there been routine communications or activities (site visits, inspections, reporting activities, etc.) conducted by your office regarding the site? If so, please give purpose and results.

Yes, attending or participating in monthly meetings and conference calls. Has participated in tours of facility and BRAC portion of site.

ORIGINAL

4. Have there been any complaints, violations, or other incidents related to the site requiring a response by your office? If so, please give details of the events and results of the responses.

Received only one complaint about the BRAC parcels: odor issues from roofing company. Air division inspectors responded and required company to install additional treatment for emissions. The company complied with requirement.

INTERVIEW RECORD

Site Name: Letterkenny Army Depot		EPA ID No.: PA6213820503	
Subject: Community Interview and Five-Year Review Interview		Time: 10 a.m.	Date: 09/14/06
Contact Made By:			
Name: Deb Volkmer	Title: Project Manager	Organization: Weston Solutions	
Individual Contacted:			
Name: DeEtta Antoun	Title: Acting Community Co-Chair	Organization: RAB, also local neighbor to site	
Telephone No: 717-263-8934 Fax No.: NA E-Mail Address: NA		Street Address: 4857 Letterkenny Road West City, State, Zip: Chambersburg, PA 17201-8789	
Summary Of Conversation			
Community Interview Questions:			
<p>1. What is your understanding of the site's environmental situation during the past 9 years (from 1997 to present)?</p> <p>They have made huge progress in identifying sites and the cleanup activities.</p>			
<p>2. What is your opinion of the government's commitment to cleaning up the hazardous waste at Letterkenny?</p> <p>Extremely pleased with the commitment. If the site was private industry it would have been abandoned and bankrupt.</p>			
<p>3. What are your concerns regarding the site? Are you aware of any general community concerns about the site or its operation and administration?</p> <p>Hope that the cleanup remains funded. Federal-level funding has gone overseas for the war in Iraq and other places and issues. Concerned funding will not continue for site cleanup.</p> <p>General community concerns: It is the community's perception that LEAD is still contaminated with nerve agents and radioactive material. They believe more contamination exists and is not being cleaned up. Some acres are being given to the school district for sports and special needs programs and the public perception is that it isn't safe for use. The public believes the site should be cleaned to residential levels. The message is out there that it is still not safe for children. They do not realize or accept that the groundwater and surface contamination has been or is being cleaned up.</p>			
<p>4. How or where have you received most of your information about the environmental and reuse activities at Letterkenny? Do you feel well-informed about site activities?</p> <p>Receive most of information from the RAB meetings. These meetings provide huge amounts of information. Also checks the information repository and attends the reuse committee meetings. Enjoys knowing the details ... can't have enough information!</p>			

ORIGINAL

Personally feels well informed; however, believes the community is not well informed but thinks the public chooses not to be informed.

5. How can Letterkenny best provide you with information concerning its environmental activities?

Letterkenny should send out newsletters via direct mail to community about the cleanup. The newsletters should be written in non-technical terms. Part of the problem is the community doesn't understand and therefore assumes the worst. Better communication is needed. The RAB needs to announce the meetings in the newspaper. People don't attend the RAB meetings unless personally impacted. People are quiet when the contamination is being addressed; however, people will come out in large numbers when affected. LIDA and the Cumberland Valley Business Park need to do a better job communicating with the public. They could send newsletters to the public. One has to seek out LIDA to obtain information and the authority is not openly sharing information. LIDA may think they are communicating but they aren't doing enough. LIDA has a responsibility to the community in terms the community can understand. There is a lack of trust there too.

6. What information regarding site environmental and reuse activities do you want or need?

Already informed as a RAB member. Has access to database. LIDA not giving information freely. LIDA operates as a business, and they are, but they are also responsible to the community.

7. What is your opinion of the cleanup activities related to the Base Realignment and Closure (BRAC)?

Doing an excellent job of identifying and cleaning up sites. RAB earned my trust over the years. Army is spending a lot of money for the cleanup.

8. What is your opinion of how the Letterkenny excessed parcels of land have been reused?

Excessed parcels could have been better used and better marketed. Some businesses are better uses and then there are marginal uses. Some uses have potential to recontaminate the land and that is unfortunate. LIDA needed to aggressively market for better uses. It is good that they are trying to delist portions of property where contamination does not exist. There is a perception that large amounts of contamination has remained. It is good that the prison with 420 beds is being built and that is a residential use, not an industrial use. Sellers didn't have a real estate background to market property - a tarpaper company released fumes - not well thought out action. A golf course or church would be better uses for the excessed parcels. Army use is heavy industrial and that is grandfathered in because the depot was already there.

9. What is your hope for the future of the Letterkenny Army Depot?

Hope the depot continues to exist. It is a valued employer in Franklin County. Would like the depot to increase employment opportunities. I brace against future BRACs because they earned my trust through the cleanup actions.

10. Do you have any comments, suggestions or recommendations regarding the site's management or operations?

The depot's command had done an outstanding job. LIDA/business park needs to be a better communicator and be in line with residential living ... with people who are their neighbors. LIDA and the business park have to pay attention to residential areas even though it is an island of industry.

11. Have you viewed Letterkenny's BRAC and Restoration web site?

Yes, have accessed them both. Has also accessed the LEAD web site.

12. Do you know what the Remediation Program does at LEAD?

Yes, cleans contaminated sites at the depot.

13. Do you know the difference between the active and BRAC properties at Letterkenny?

Yes. BRAC is the 1,500 acres excessed and active refers to the 17,400 acres remaining under Army control/mission.

Five-Year Review Interview Questions:

1. What effects have site operations had on the surrounding community?

They have done a lot of burning and detonating explosives that have directly affected residents. There was no communication – residents talked to a recording machine. Activities changed when the depot held a meeting to increase the burns and detonations. The community attended the meeting, voiced their concerns, and the depot backed off. Current actions do not impact the residents.

Depot's employment benefits the county. Depot mission benefits the nation. There is a small issue of semi-trucks using some roads to the depot and LIDA/business park through area marked No Trucks Allowed. There is a sharp curve and a small sign and the drivers do not see the sign. A larger sign may be needed to direct the truck drivers. This issue could be easily resolved.

2. Are you aware of any events, incidents, or activities at the site such as vandalism, trespassing, or emergency response from local authorities? If so, please give details.

Periodically, there have been fires at the business park and the depot has had minor incidences. At the business park the newspaper at the insulation company sometimes catches on fire. Also at the business park, rail cars of grain may tip over.

Likes all the people on the RAB. They know their stuff. Military is hard working and dedicated. They have worked hard to avoid future BRACs. Have won awards.

Needs to do a random sampling of residents who are not involved in RAB or LIDA to access their viewpoints and concerns.

3. Have there been routine communications or activities (site visits, inspections, reporting activities, etc.) conducted by your office regarding the site? If so, please give purpose and results.

ORIGINAL

(Not asked. Not applicable to respondent.)

4. **Have there been any complaints, violations, or other incidents related to the site requiring a response by your office? If so, please give details of the events and results of the responses.**

(Not asked. Not applicable to respondent.)

INTERVIEW RECORD

Site Name: Letterkenny Army Depot		EPA ID No.: PA6213820503	
Subject: Five-Year Review Interview		Time: 9:30 a.m.	Date: 11/10/06
Contact Made By:			
Name: Deb Volkmer	Title: Project Manager	Organization: Weston Solutions	
Individual Contacted:			
Name: John Kortenhoven	Title: Manager	Organization: Tom James Co. (Industrial Park Tenant)	
Telephone No: 717-264-5768, Ext. 3170 Fax No.: NA E-Mail Address: NA		Street Address: 5121 Innovation Way City, State, Zip: Chambersburg, PA 17201	
Summary Of Conversation			
Five-Year Review Interview Questions:			
1. What effects have site operations had on the surrounding community?			
Very positive. Creates jobs.			
2. Are you aware of any events, incidents, or activities at the site such as vandalism, trespassing, or emergency response from local authorities? If so, please give details.			
No, not aware of any problems what so ever regarding vandalism or security issues.			
3. Have there been routine communications or activities (site visits, inspections, reporting activities, etc.) conducted by your office regarding the site? If so, please give purpose and results.			
(Not asked. Not applicable to respondent.)			
4. Have there been any complaints, violations, or other incidents related to the site requiring a response by your office? If so, please give details of the events and results of the responses.			
(Not asked. Not applicable to respondent.)			

ORIGINAL

INTERVIEW RECORD

Site Name: Letterkenny Army Depot EPA ID No.: PA6213820503

Subject: Community Interview and Five-Year Review Interview Time: 11 a.m. Date: 12/11/06

Contact Made By:

Name: Deb Volkmer Title: Project Manager Organization: Weston Solutions

Individual Contacted:

Name: Barry Stup Title: Business Park Tenant Organization: The Woods Company

Telephone No: Street Address:
Fax No.: NA City, State, Zip:
E-Mail Address: NA

Summary Of Conversation

Community Interview Questions:

1. What is your understanding of the site's environmental situation during the past 9 years (from 1997 to present)?

Groundwater issues.

2. What is your opinion of the government's commitment to cleaning up the hazardous waste at Letterkenny?

Not moving very quickly. Hasn't signed off on documentation of cleanup that has been completed.

3. What are your concerns regarding the site? Are you aware of any general community concerns about the site or its operation and administration?

a. Remediation and reports finished when the property is cleaned up. b. No

4. How or where have you received most of your information about the environmental and reuse activities at Letterkenny? Do you feel well-informed about site activities?

a. LIDA. b. yes

5. How can Letterkenny best provide you with information concerning its environmental activities?

Better communication with LIDA.

6. What information regarding site environmental and reuse activities do you want or need?

Don't need a whole lot. Just interested in getting documentation for property. Documentation has been sitting in a LEAD office since May 2005 and is still not completed.

**SUMMARY OF LAND USE CONTROL INSPECTIONS
LETTERKENNY ARMY DEPOT**

ORIGINAL

Inspection Location	Date	Operable Unit	Reason for Inspection	Inspector(s)	Inspection Activities	Results and Findings	Inspection Report/Data Location
Building 53	February 25, 1999	SE OU 10	Construction of subgrade loading docks at Building 53.	Bryan Hoke	Physical observation and check of groundwater depth in area	No stained soil observed. Groundwater 27 feet bgs at Building 56.	Administrative Record - Regulatory Correspondence File, 1999 and Construction Inspection Office File, 1999.
Building 44	February 25, 1999	SE OU 10	Construction of subgrade loading docks at Building 44.	Bryan Hoke	Physical observation and check of groundwater depth in area	No stained soil observed. Groundwater 27 feet bgs at Building 56.	Administrative Record - Regulatory Correspondence File, 1999 and Construction Inspection Office File, 1999.
Building 8	February 25, 1999	SE OU 10	Removal of conveyor. Loading dock removed. External ground disturbance.	Bryan Hoke	Physical observation	No subsurface excavation	Administrative Record - Regulatory Correspondence File, 1999 and Construction Inspection Office File, 1999.
Building 500	February 25, 1999	SE OU 8	Construction for new front entrance.	Bryan Hoke	Physical observation	Excavation depth 4-6 feet bgs. No stained soil observed. No groundwater encountered.	Administrative Record - Regulatory Correspondence File, 1999 and Construction Inspection Office File, 1999.
Building 500	May 7, 1999	SE OU 8	Construction of elevator shaft.	Bryan Hoke	Physical observation. Spoke to construction contractor	Elevator shaft excavated to 26 ft bgs. No groundwater encountered.	Administrative Record - Regulatory Correspondence File, 1999 and Construction Inspection Office File, 1999.
Building 53	May 7, 1999	SE OU 10	Construction of subgrade loading docks at Building 53.	Bryan Hoke	Physical observation and check of groundwater depth in area	No stained soil observed. Groundwater 27 feet bgs	Administrative Record - Regulatory Correspondence File, 1999 and Construction Inspection Office File, 1999.
Building 54	December 6, 1999	SE OU 10	Construction of subgrade loading docks at Building 54. Connection made to stormwater sewer September.	Bryan Hoke and IRG Representative Justin Anderson	Physical Observation	Excavation depth 4-6 feet bgs for loading docks. Excavation depth 12 feet bgs for stormwater connection. No stained soil observed or groundwater encountered.	Administrative Record - Regulatory Correspondence File, 1999 and Construction Inspection Office File, 1999.
Building 34	December 6, 1999	SE OU 10	Construction of subgrade loading docks at Building 34.	Bryan Hoke and IRG Representative Justin Anderson	Physical Observation	Excavation depth 4-6 feet bgs. No stained soil observed. No groundwater encountered.	Administrative Record - Regulatory Correspondence File, 1999 and Construction Inspection Office File, 1999.
Building 53	December 6, 1999	SE OU 10	Construction of subgrade loading docks at Building 53.	Bryan Hoke	Physical Observation	Subgrade docs started in May completed.	Administrative Record - Regulatory Correspondence File, 1999 and Construction Inspection Office File, 1999.
Building 43	September 20, 2000	SE OU 10	Construction of subgrade loading docks at Building 43. Construction of trench and grinder pump for sanitary sewer. Construction of storm water drain.	Bryan Hoke and IRG Representative Justin Anderson	Physical Observation. Furnished copy of soil gas borings conducted in 1999 around Building 43.	In 1999 10 soil gas borings completed around the perimeter of Building 43, results ranged from 0.0 - 1.1 ppm. Excavation depths for loading dock and storm sewer was 4-6.5 bgs. No stained soil or groundwater encountered.	Administrative Record - Regulatory Correspondence File, 2000 and Construction Inspection Office File, 2000
Building 31	January 9, 2001	SE OU 10	Construction of subgrade loading docks at Building 31.	Bryan Hoke, IRG Representative Justin Anderson and LIDA rep John Van Horn.	Physical Observation	Excavation depth 6 feet bgs. No stained soil observed. No groundwater encountered.	Administrative Record - Regulatory Correspondence File, 2001 and Construction Inspection Office File, 2001
Parcel 29	April 11, 2002	PDO OU 6	Groundbreaking for construction of Warrior Roofing tar paper manufacturing plant. Topsoil was being scraped. Monitoring well PDO-98-01 identified for action to be taken.	Bryan Hoke and LIDA rep John Van Horn	Physical Observation	Monitoring well PDO-98-01 is located within the proposed driveway of the plant. Well will be converted into a flush mounted well. NOTE: 7 soil borings completed in May 2002 for water line to plant, results range from 0.0 - 7.3 ppm.	Administrative Record - Regulatory Correspondence File, 2002 and Construction Inspection Office File, 2002

**SUMMARY OF LAND USE CONTROL INSPECTIONS
LETTERKENNY ARMY DEPOT**

ORIGINAL

Inspection Location	Date	Operable Unit	Reason for Inspection	Inspector(s)	Inspection Activities	Results and Findings	Inspection Report/Data Location
Parcel 7	January 21-23, 2004 (2003 Report)	SE OU 10	Construction of shell building by FCADC	Bryan Hoke and LIDA Real Property Manager Mike Whiteley	Interview and Physical Observation	Building constructed on concrete slab foundation. No stained soil or groundwater encountered.	Administrative Record - Regulatory Correspondence File, 2003 and Construction Inspection Office File, 2003
Parcel 1/2	January 21-23, 2004 (2003 Report)	SE OU 8	Burial of formerly overhead electrical utilities.	Bryan Hoke and LIDA Real Property Manager Mike Whiteley	Interview and Physical Observation	No stained soil or groundwater encountered.	Administrative Record - Regulatory Correspondence File, 2003 and Construction Inspection Office File, 2003
Building 2291	March 10, 2004	PDO OU 4	Installation of gas line from 2291 to Vehicle Road (gas main).	Bryan Hoke	Physical Observation	Trench depth is 3-4 bgs. No stained soil or groundwater encountered.	Administrative Record - Regulatory Correspondence File, 2004 and Construction Inspection Office File, 2004
Parcel 5	June 7, 2004	SE OU 10	Construction of Warehouse for Gabler Trucking	Bryan Hoke	Physical Observation	Concrete footers dug to 4 ft bgs. Fill brought in to raise eastern side of construction site. Groundwater height 31.2 ft bgs on 5/21/04. No stained soil or groundwater encountered.	Administrative Record - Regulatory Correspondence File, 2004 and Construction Inspection Office File, 2004
Coffey Avenue, former Gate 6 Guard Shack vicinity	June 25, 2004	SE OU 10	Repair of industrial wastewater sewer line.	Bryan Hoke	Physical Observation	Trench depth 5 ft bgs. Contaminated soil excavated and properly sampled and disposed.	Administrative Record - Regulatory Correspondence File, 2004 and Construction Inspection Office File, 2004
Parcels 1/2	June 25, 2004	SE OU 8	Construction of Stormwater Retention Ponds	Bryan Hoke/Martin & Martin representative Joe McDowell	Physical Observation and interview	Bulldozer scraped soil to a depth of 3-4 bgs. Scraped soil used to create surface impoundments. No stained soil or groundwater encountered.	Administrative Record - Regulatory Correspondence File, 2004 and Construction Inspection Office File, 2004
Parcel 2-63 & 2-64	November/December 2005	SE OU 10	Installation of sewer line to replace industrial wastewater force main.	Bryan Hoke	Physical Observation	Excavation depths varied from 4-8 feet bgs for gravity line, manhole, and equalization tank. No stained soil or groundwater encountered.	Administrative Record - Regulatory Correspondence File, 2005 and Construction Inspection Office File, 2005

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Appendix C

Appendix C

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APPENDIX C

COMMUNITY NOTICE

ORIGINAL

RECORDED

JAN 15 12 48 PM '99

**QUITCLAIM DEED
Letterkenny Army Depot**

LINDA MILLER
RECORDER OF DEEDS

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

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

WHEREAS, the LIDA has made an application to the Army for an Economic Development Conveyance (EDC) as a rural base under 32 C.F.R. 91(e) and (f); and

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

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

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

WHEREAS, pursuant to Public Law 101-510, as amended, the Army has the authority to convey and with this Deed conveys to the LIDA, pursuant to the terms and conditions of the MOA, the parcels of land as described in Exhibit A and all of the improvements contained therein; located in the County of Franklin, Commonwealth of Pennsylvania, at the LEAD.

NOW THEREFORE,

KNOW ALL MEN BY THESE PRESENTS that the UNITED STATES OF AMERICA (the "GRANTOR"), acting by and through the SECRETARY OF THE ARMY (the "Army"), under and pursuant to the Defense Base Closure and Realignment (BRAC) Act of 1990, Public Law 101-510, as amended, in consideration of ONE DOLLAR (\$1.00) cash in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration as provided for in the MOA between the parties, does hereby grant, remise, release, and forever quitclaim unto the Letterkenny Industrial Development

ORIGINAL

Parcel 29

Beginning at a set rebar 25 feet from the centerline of Vehicle Road; thence along the southeast margin of Vehicle Road, North 59 degrees 39 minutes 47 seconds East, a distance of 2277.65 feet to a set rebar; thence by a curve to the right through a central angle of 74 degrees 35 minutes 58 seconds having a radius of 95.00 feet, an arc distance of 123.69 feet, a chord bearing of South 83 degrees 02 minutes 14 seconds East, a chord distance of 115.14 feet to a set rebar 25 feet from the centerline of Scale House Road; thence along the southwest margin of Scale House Road, South 45 degrees 44 minutes 15 seconds East, a distance of 676.99 feet to a set rebar; thence along a farm access lane, by a curve to the right through a central angle of 90 degrees 19 minutes 26 seconds having a radius of 145.00 feet, an arc distance of 228.59 feet, a chord bearing of South 00 degrees 34 minutes 32 seconds East, a chord distance of 205.64 feet to a set rebar; thence along the same, South 44 degrees 35 minutes 11 seconds West, a distance of 318.72 feet to a set rebar; thence along remaining lands of the U.S.A., South 14 degrees 20 minutes 20 seconds West, a distance of 150.00 feet to a set rebar 20' from the centerline of a railroad track; thence along said railroad, South 48 degrees 04 minutes 43 seconds West, a distance of 49.18 feet to a set rebar; thence along the same, by a curve to the left through a central angle of 07 degrees 37 minutes 01 seconds having a radius of 2017.54 feet, an arc distance of 268.21 feet, a chord bearing of South 44 degrees 16 minutes 13 seconds West, a distance of 268.01 feet to a set rebar; thence along the same, South 40 degrees 27 minutes 44 seconds West, a distance of 575.42 feet to a set rebar; thence along the same, by a curve to the right through a central angle of 07 degrees 21 minutes 21 seconds having a radius of 682.46 feet, an arc distance of 87.62 feet, a chord bearing of South 44 degrees 08 minutes 24 seconds West, a chord distance of 87.56 feet to a set rebar; thence along the same, South 47 degrees 49 minutes 04 seconds West, a distance of 510.77 feet to a set rebar; thence along the same, by a curve to the right through a central angle of 49 degrees 17 minutes 24 seconds having a radius of 937.46 feet, an arc distance of 806.47 feet, a chord bearing of South 72 degrees 27 minutes 46 seconds West; a chord distance of 781.83 feet to a set rebar; thence along the same, North 82 degrees 53 minutes 32 seconds West, a distance of 269.18 feet to a set rebar; thence along remaining lands of the U.S.A., North 01 degrees 35 minutes 47 seconds East, a distance of 703.57 feet to a set rebar; thence along the same, North 29 degrees 52 minutes 29 seconds West a distance of 555.12 feet to the point of beginning containing 3,342,025 square feet or 76.7223 acres more or less.

ORIGINAL

Parcel 33

Beginning at a set rebar 25 feet from the centerline of Carbaugh Avenue; thence along the north margin of Carbaugh Avenue, North 61 degrees 50 minutes 19 seconds West, a distance of 209.73 feet to a set PK nail; thence by a curve to the right through a central angle of 44 degrees 21 minutes 03 seconds having a radius of 100.00 feet, an arc distance of 77.41 feet, a chord bearing of North 39 degrees 39 minutes 48 seconds West, a chord distance of 75.49 feet to a set rebar; thence along the east margin of Pennsylvania Avenue, North 17 degrees 29 minutes 16 seconds West, a distance of 299.16 feet to a set rebar 25 feet from the centerline of Pennsylvania Avenue; thence along remaining lands of the U.S.A., North 89 degrees 52 minutes 54 seconds East, a distance of 560.45 feet to a set rebar; thence along the same, South 28 degrees 09 minutes 41 seconds West, a distance of 503.15 feet to the point of beginning containing 153,721 square feet or 3.5289 acres more or less.

ORIGINAL

Parcel 34

Beginning at a set rebar 50 feet from the centerline of Letterkenny Road West (SR 0340) at lands owned by Paul K. Deardorff (1285/74); thence along Letterkenny Road West (SR 0340), by a curve to the left through a central angle of 09 degrees 42 minutes 23 seconds having a radius of 550.00 feet, an arc distance of 93.18 feet, a chord bearing of North 13 degrees 57 minutes 26 seconds East, a chord distance of 93.06 feet to a set rebar; thence along the same, by a curve to the left through a central angle of 07 degrees 05 minutes 57 seconds having a radius of 1550.00 feet, an arc distance of 192.05 feet, a chord bearing of North 05 degrees 33 minutes 16 seconds East, a chord distance of 191.93 feet to a set PK nail; thence by a curve to the right through a central angle of 116 degrees 16 minutes 44 seconds having a radius of 40.00 feet, an arc distance of 81.18 feet, a chord bearing of North 60 degrees 08 minutes 39 seconds East, a chord distance of 67.95 feet to a set rebar 25 feet from the centerline of Carbaugh Avenue; thence along the south margin of Carbaugh Avenue, South 61 degrees 50 minutes 19 seconds East, a distance of 451.28 feet to a set PK nail 25 feet from the centerline of Carbaugh Avenue; thence along remaining lands of the U.S.A., South 29 degrees 56 minutes 20 seconds West, a distance of 235.64 feet to a set rebar at lands owned by Deardorff; thence along lands owned by Deardorff, North 74 degrees 58 minutes 55 seconds West, a distance of 393.65 feet to the point of beginning containing 124,850 square feet or 2.8662 acres more or less.

ORIGINAL

Property conveyed herein and shall indemnify and hold the GRANTOR harmless from any and all liability resulting from any inaccuracy in the description.

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

1. STATUTORY INDEMNIFICATION

Subject to the availability of appropriated funds, the GRANTOR recognizes its obligation to hold harmless, defend, and indemnify the GRANTEE and any successor, assignee, transferee, lender, or lessee of the GRANTEE or its successors and assigns, as required and limited by Section 330 of the Department of Defense Authorization Act of 1993, as amended, and to otherwise meet its obligations under law.

2. CERCLA COVENANT AND NOTICE

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

A. Notice. The GRANTOR hereby notifies the GRANTEE of the storage, release, and disposal of hazardous substances on the Property. The release or disposal of these hazardous substances was remedied at the time of the release or, where required, was subsequently addressed under the installation restoration program. For the purpose of this Deed, "hazardous substances" shall have the same meaning as Section 101(14) of CERCLA. Available information regarding the type, quantity, and location of such substances and the action taken is summarized in Exhibit D hereto. More detailed information regarding the storage, release, and disposal of hazardous substances on the Property has been provided to the GRANTEE in the Environmental Baseline Survey for Letterkenny Army Depot dated August 1996 the receipt of which the GRANTEE hereby acknowledges.

B. Covenant. The GRANTOR hereby covenants that:

- 1. All remedial action necessary to protect human health and the environment with respect to any such hazardous substances remaining on the Property as of the date of this conveyance has been taken; and
- 2. Any additional remedial action found to be necessary with regard to such hazardous substances remaining on the Property as of the date of this conveyance shall be conducted by the GRANTOR. This covenant in this Subsection B(2) shall not apply in any case in which the person or entity to whom the Property is transferred is a potentially responsible party under CERCLA with respect to the Property.

ORIGINAL

3. LAND USE RESTRICTIONS

The Department of the Army has undertaken careful environmental study of the Property and concluded that the highest and best use of the Property is limited by its environmental condition to commercial and industrial uses. In order to protect human health and the environment, promote community objectives, and further the common environmental objectives and land use plans of the GRANTOR, Commonwealth of Pennsylvania, and GRANTEE, the covenants and restrictions shall be included to assure the use of the Property is consistent with the environmental condition of the Property. The following restrictions and covenants benefit both the lands retained by the GRANTOR and the general public welfare and are consistent with the Commonwealth of Pennsylvania and Federal environmental statutes.

A. Commercial/Industrial Use Restrictions

1. The GRANTEE covenants for itself, its successors and assigns, that the Property shall be used solely for commercial, industrial and agricultural purposes and not for residential purposes, the Property having been remediated only for commercial and industrial uses. Commercial and industrial uses include, but are not limited to, administrative/office space, manufacturing, warehousing, restaurants, hotels/motels, and retail activities. Residential use includes, but is not limited to, housing, day care facilities, schools (excluding education and training programs for persons over 18 years of age), assisted living facilities, and outdoor recreational activities (excluding recreational activities by employees and their families incidental to authorized commercial and industrial uses on the Property).

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

B. Ground Water Restriction

The GRANTEE covenants for itself, its successors and assigns, not to access the ground water, except as provided in Section 3C, or use ground water underlying the property for any purpose without the prior written approval of GRANTOR, PADEP and the EPA. However, the GRANTEE, its successors and assigns, are authorized to install

monitoring wells with the prior written approval of the GRANTOR, EPA and PADEP, which approval shall not be unreasonably withheld. For the purpose of this restriction, "ground water" shall have the same meaning as in section 101(12) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

C. Soil Excavation Restrictions

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

D. Enforcement

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

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

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

4. Notwithstanding any other provision of this Deed; any agreement between the GRANTEE and the GRANTOR; the provisions of CERCLA, including CERCLA Section 120(h)(3); or Section 330 of the National Defense Authorization Act of 1993, as amended, the GRANTEE on behalf of itself, its successors and assigns,

ORIGINAL

covenants and agrees that the GRANTEE or the then record owner of the Property will be fully responsible for any investigation and/or remediation of hazardous substances, pollutants or contaminants, or petroleum or petroleum derivatives, to the extent that such investigation and/or remediation becomes necessary in response to a violation of the land use restrictions in this Section 3.

E. Submissions

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

- a. to GRANTOR: Commander
Letterkenny Army Depot
1 Overcash Avenue
Chambersburg, Pennsylvania 17201-4150
- b. to EPA: EPA Region 3
Superfund Federal Facilities Branch
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029
- c. to PADEP: Environmental Clean-up Program
Pennsylvania Department of Environmental Protection
909 Elmerton Avenue
Harrisburg, Pennsylvania 17110-8200

2. Excavation Requests. GRANTEE shall submit all requests for excavation approval as required by Section 3C to the GRANTOR at the mailing address set forth in Subsection 3E above.

4. CERCLA REMEDIATION

The GRANTOR acknowledges that Letterkenny Army Depot has been identified as a National Priority List (NPL) site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended. The GRANTEE acknowledges that the GRANTOR has provided it with a copy of the Letterkenny Federal Facility Agreement (FFA) dated February 3, 1989 and will provide the GRANTEE with a copy of any amendments thereto.

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

evidence that the GRANTEE agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

9. INCLUSION OF PROVISIONS

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

10. 2662 REPORTING

This conveyance is not subject to the reporting requirement in 10 United States Code 2662.

11. NOTICE OF NON-DISCRIMINATION

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

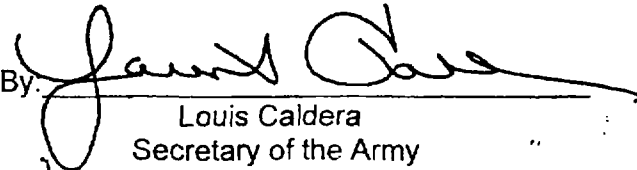
12. ANTI-DEFICIENCY ACT

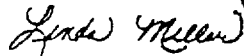
The GRANTOR'S obligation to pay or reimburse any money under this Deed is subject to the availability of appropriated funds to the Department of the Army, and nothing in this Deed shall be interpreted to require obligations or payments by the United States in violation of the Anti-Deficiency Act.

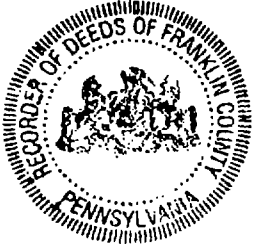
IN WITNESS WHEREOF, the GRANTOR has caused this Deed to be executed in its name by the Secretary of the Army and the Seal of the Department of the Army to be hereunto affixed this 6th day of November, 1998

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

UNITED STATES OF AMERICA

By: 
Louis Caldera
Secretary of the Army


Linda Miller
Recorder of Deeds



ORIGINAL

COMMONWEALTH OF VIRGINIA)
COUNTY OF ARLINGTON) SS:

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, whose commission as such expires on the 30th day of November, 1999, do hereby certify that this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, Louis Caldera, Secretary of the Army, whose name is signed to the foregoing instrument and acknowledged the foregoing instrument to be his free act and deed, dated this 6th day of November, 1998, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

Yaren A. Cooper
Notary Public

The terms and conditions of this Quitclaim Deed are hereby accepted this 11th day of October, 1998.

LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY

By: Robert G. Zuffinger
Robert G. Zuffinger
Chairman

Exhibit B which is referred to in the first paragraph of Page 2 of this Quitclaim Deed is the master plan for the Phase I parcels and is recorded in Subdivision Plan Book 2886 at Page 1066 - PART I-

Exhibits C-1-B, C-2-B, C-3-B, C-4-B, C-5-B, ~~XXXXXX XXXX XXXX~~ are recorded consecutively in Subdivision Plan Book 2886 starting at page 1066 ~~PART VI~~. These Exhibits are referenced on page 2 of this Quitclaim Deed and show the location of the various easements impacting the Phase I parcels.



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
DEPT. 280603
HARRISBURG, PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid	-0-
Book Number	414
Page Number	204
Date Recorded	1-15-99

ORIGINAL

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

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

Name	MICHAEL W. DAVIS, ESQUIRE	Telephone Number:	
	BARLEY, SNYDER, SENFT & COHEN, LLC	Area Code (717)	399-1534
Street Address	126 EAST KING STREET	City	LANCASTER
		State	PA
		Zip Code	17602

B TRANSFER DATA

Grantor(s)/Lessor(s)	UNITED STATES OF AMERICA DEPARTMENT OF THE ARMY	Grantee(s)/Lessee(s)	LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY
Street Address	1 OVERCASH AVENUE	Street Address	5000 LETTERKENNY ROAD, SUITE 320
City	CHAMBERSBURG	City	CHAMBERSBURG
State	PA	State	PA
Zip Code	17201-4150	Zip Code	17201-8382

C PROPERTY LOCATION

Street Address	PORTION OF EXCESS PROPERTY AT LETTERKENNY ARMY DEPOT	City, Township, Borough	GREENE TOWNSHIP AND LETTERKENNY TOWNSHIP
County	FRANKLIN	School District	CHAMBERSBURG AREA SCHOOL DIST.
		Tax Parcel Number	NO SEPARATELY ASSIGNED TAX PARCEL NUMBERS

D VALUATION DATA

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
NONE	+ NONE	= N/A
4. County Assessed Value	5. Common Level Ratio Factor	6. Fair Market Value
NOT SEPARATELY ASSESSED	x 1351	= NOT SEPARATELY ASSESSED

E EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Interest Conveyed
100%	100%

2. Check Appropriate Box Below for Exemption Claimed

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

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

Signature of Correspondent or Responsible Party	Date
<i>Michael W. Davis</i>	1/13/99

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

APPENDIX D.2

PARCEL 29A WARRIOR DEED

ORIGINAL

DIST NO. ___ MAP NO. ___ BLOCK ___ LOT ___

PLAT/1072414.1

QUITCLAIM DEED

56889

This Deed is made the 8th day of May, 2002.

Between LETTERKENNY INDUSTRIAL DEVELOPMENT

AUTHORITY, a Pennsylvania non-profit municipal industrial authority, with its principal offices at 4739 Innovation Way, Chambersburg, Pennsylvania 17201, hereinafter referred to as the Grantor;

AND

WARRIOR ROOFING MANUFACTURING OF

PENNSYLVANIA, LLC a Pennsylvania Limited Liability Company with a mailing address of P.O. Box 40185, 3050 Warrior Road, Tuscaloosa, Alabama 35404-0185, hereinafter referred to as the Grantee.

Witnesseth

THAT IN CONSIDERATION of Five Hundred and Twenty-nine Thousand and 00/100 Dollars (\$529,000.00) in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby release and quitclaim to Grantee, its successors and assigns:

ALL THAT CERTAIN tract of land known as Parcel 29A as shown on a Final Land Subdivision Plan prepared by Mark L. Martin, Inc. dated February 25, 2002 and recorded in the Franklin County Recorder of Deeds Office in Plat Book ____, Page ____, said tract located partially in the Township of Greene and partially in the Township of Letterkenny, County of Franklin and Commonwealth of Pennsylvania, bounded and described as set forth on Exhibit A hereof.

BEING A PART OF THE SAME PREMISES which the United States of America by a Quitclaim Deed dated November 6, 1998, and recorded in the Franklin County Recorder of Deeds Office in Volume 1414, Page 204, granted and conveyed unto the Letterkenny Industrial Development Authority.

TOGETHER WITH the right of way and easement for access to the premises hereby conveyed as more fully set forth in an Easement for Public Road or Street dated February 10, 1999 and recorded in the Franklin County Recorder of Deeds Office in Volume 1420, Page 223.

UNDER AND SUBJECT to those restrictions, requirements, notices, easements and covenants imposed on the Letterkenny Industrial Development Authority and its successors-in-

VOL 1879PG007

ORIGINAL

EXHIBIT A

BEGINNING at a point; thence North fifty-nine (59) degrees thirty-nine (39) minutes forty-seven (47) seconds East, a distance of five hundred forty and zero hundredths (540.00) feet to a point; thence South twenty-nine (29) degrees fifty-two (52) minutes twenty-nine (29) seconds East, a distance of one thousand one hundred and zero hundredths (1100.00) feet to a point; thence South nineteen (19) degrees eight (08) minutes forty-seven (47) seconds East, a distance of one hundred seventy-seven and fifty-four hundredths (177.54) feet to a point; thence South sixteen (16) degrees fifty-three (53) minutes fifty (50) seconds West, a distance of three hundred twenty-seven and eighty-nine hundredths (327.89) feet to a point; thence by a line curving to the right, with an arc length of four hundred sixty and eighty-nine hundredths (460.89) feet, a radius of nine hundred thirty-seven and forty-six hundredths (937.46) feet, a chord bearing of South eighty-three (83) degrees one (01) minute twenty-five (25) seconds West, a chord length of four hundred fifty-six and twenty-six hundredths (456.26) feet to a point; thence North eighty-two (82) degrees fifty-three (53) minutes thirty-two (32) seconds West, a distance of two hundred sixty-nine and eighteen hundredths (269.18) feet to a point; thence North one (01) degree thirty-five (35) minutes forty-seven (47) seconds East, a distance of seven hundred three and fifty-seven hundredths (703.57) feet to a point; thence North twenty-nine (29) degrees fifty-two (52) minutes twenty-nine (29) seconds West, a distance of five hundred fifty-five and twelve hundredths (555.12) feet to a point, the point of Beginning.

Having an area of 921,734 square feet, or 21.1601 acres.

NAH/1075644.1

VOL 1879P008

interest as set forth in a Quitclaim Deed dated November 6, 1998 from the United States of America to the Letterkenny Industrial Development Authority and recorded in the Franklin County Recorder of Deeds Office in Volume 1414, Page 204 including, but not limited to, the stated Land Use Restrictions and CERCLA remediation covenants. Said restrictions, requirements notices, easements and covenants set forth in the November 6, 1998 Quitclaim Deed are incorporated by reference as though set forth in full herein.

UNDER AND SUBJECT to a Declaration of Covenants, Conditions and Restrictions for the Cumberland Valley Business Park dated January 13, 1999, and recorded in the Franklin County Recorder of Deeds Office in Volume 1414, Page 294.

UNDER AND SUBJECT to a Declaration of Easements dated May 3, 1999, and recorded in the Franklin County Recorder of Deeds Office in Volume 1430, Page 298, as amended.

UNDER AND SUBJECT to such other restrictions, easements, rights-of-way or conditions to the extent legal and still in full force and effect.

This Deed is executed pursuant to a Resolution duly approved by the Board of Directors of the Letterkenny Industrial Development Authority on March 28, 2002.

In witness whereof, said Grantor has caused these presents to be duly executed the day and year first above written.

LETTERKENNY INDUSTRIAL
DEVELOPMENT AUTHORITY



Attest: *Amy J. Mural*

By: *John A. Redding*
John A. Redding, Chairman

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



Linda Miller
Linda Miller
Recorder of Deeds

ORIGINAL

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF FRANKLIN

SS:

On this 8th day of May, 2002, before me, the undersigned officer, personally appeared John A. Redding, who acknowledged himself to be Chairman of the Letterkenny Industrial Development Authority, and that as such Chairman, being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of the Letterkenny Industrial Development Authority.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Tricia L. Bailey
Notary Public

My Commission Expires:

NOTARIAL SEAL
TRICIA L. BAILEY, Notary Public
Southampton Twp., Cumberland Co., PA
My Commission Expires Aug. 12, 2002

(Notary Seal)



I HEREBY CERTIFY that the precise address of the grantee herein is:

3050 Warrior Road
Tuscaloosa, Alabama 35404-0183

By: *[Signature]*

RECORDED
02 MAY 10 AM 11:31 J
LINDA MILLER
RECORDER OF DEEDS
FRANKLIN COUNTY

3
VOL 1879PG010

ORIGINAL

REV. 12-27-84



56889
**REALTY TRANSFER TAX
STATEMENT OF VALUE**
See Reverse for Instructions

RECORDER'S USE ONLY	
State Tax Paid	- 0 -
Book Number	1879
Page Number	7
Date Recorded	5-10-02

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

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

Name: Steven J. Fishman, Esquire Telephone Number: _____
 Street Address: 95 Alexander Spring Road, Suite 1 City: Carlisle State: PA Zip Code: 17013

B TRANSFER DATA

Grantor(s) (Last, First, Middle Initial)	Date of Acquisition of Interest	Grantee(s) (Last, First, Middle Initial)	Street Address
<u>Letterkenny Industrial Development Authority</u>		<u>Warrior Roofing Manufacturing of Pennsylvania, L</u>	<u>P.O. Box 40185</u>
<u>4759 Innovation Way</u>	City: <u>Chambersburg</u> State: <u>PA</u> Zip Code: <u>17201</u>	City: <u>Tuscaloosa</u> State: <u>AL</u> Zip Code: <u>35404</u>	

C PROPERTY LOCATION

County: Franklin School District: Chambersburg Area Tax Parcel Number: _____

D VALUATION DATA

1. Actual Cash Consideration <u>\$529,000.00</u>	2. Other Consideration <u>0</u>	3. Total Consideration <u>\$529,000.00</u>
4. County Assessed Value <u>X</u>	5. Current Local Rate Factor <u>X</u>	6. Fair Market Value <u>0</u>

E EXEMPTION DATA

10. Amount of Exemption Claimed <u>100%</u>	11. Percentage of Interest Conveyed <u>100%</u>
--	--

3. Check Appropriate Box Below for Exemption Claimed
- Will or intestate succession _____ (State of Decedent) _____ (Estate Tax Number)
 - Transfer to Industrial Development Agency.
 - Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
 - Transfer between principal and agent. (Attach complete copy of agency/trust party agreement.)
 - Transfers to the Commonwealth, the United States and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
 - Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____ Page Number _____
 - Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
 - Statutory corporate consolidation, merger or division. (Attach copy of articles.)
 - Other (Please explain exemption claimed, if other than listed above.) Sec 102-C.3(1)(2) This conveyance is exempt from realty transfer tax as a transfer from a no profit industrial development authority to a grantee purchasing directly from it, having full ownership interest in the real estate transferred for the primary purpose of manufacturing, fabricating, reworking, processing, transportation and warehousing.

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

Signature of Correspondent/Responsible Party: _____ Date: 5-8-02

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

VOL 1879PG011

APPENDIX D.3

PARCEL 33 CHAPEL DEED

ORIGINAL

PMB/1124578.1

DIST NO. ___ MAP NO. ___ BLOCK ___ LOT ___

46 50

RECORDED

93773

03 JL -3 A 11: 07.7

QUITCLAIM DEED

LINDA MILLER
RECORDER OF DEEDS
FRANKLIN COUNTY

This Deed is made the 30th day of January, 2003.

Between LETTERKENNY INDUSTRIAL DEVELOPMENT

AUTHORITY, a Pennsylvania non-profit municipal industrial authority, with its principal offices at 220A Coffey Avenue, Chambersburg, Pennsylvania 17201, hereinafter referred to as the Grantor;

AND

UNITED CHURCHES OF THE CHAMBERSBURG AREA, a Pennsylvania non-profit corporation, with a mailing address of P.O. Box 1052, Chambersburg, Pennsylvania 17201, hereinafter referred to as the Grantee.

Witnesseth

THAT IN CONSIDERATION of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby release and quitclaim to Grantee, its successors and assigns, the following parcels:

Parcel 33

ALL THAT CERTAIN tract of land known as Parcel 33 as shown on a Master Plan, prepared by the U.S. Army Engineer District, Baltimore, Maryland, recorded in the Franklin County Recorder of Deeds Office in Plat Book 288G, Page 1066, Part I through VI, said tract located in the Township of Greene, County of Franklin and Commonwealth of Pennsylvania, bounded and described as set forth on Exhibit A hereof.

BEING A PART OF THE SAME PREMISES which the United States of America by a Quitclaim Deed dated November 6, 1998, and recorded in the Franklin County Recorder of Deeds Office in Volume 1414, Page 204, granted and conveyed unto the Letterkenny Industrial Development Authority, its successors and assigns.

ORIGINAL

UNDER AND SUBJECT to those restrictions, requirements, notices, easements and covenants imposed on the Letterkenny Industrial Development Authority and its successors-in-interest as set forth in a Quitclaim Deed dated November 6, 1998 from the United States of America to the Letterkenny Industrial Development Authority and recorded in the Franklin County Recorder of Deeds Office in Volume 1414, Page 204 including, but not limited to, the stated Land Use Restrictions and CERCLA remediation covenants. Said restrictions, requirements notices, easements and covenants set forth in the November 6, 1998 Quitclaim Deed are incorporated by reference as though set forth in full herein.

UNDER AND SUBJECT to a Declaration of Easements dated May 3, 1999, and recorded in the Franklin County Recorder of Deeds Office in Volume 1430, Page 298, as amended by a First Amendment to Declaration of Easements dated September 29, 1999, and recorded in the Recorder's Office aforesaid in Volume 1453, Page 421.

AND ALL OF GRANTOR'S RIGHT, TITLE AND INTEREST in and to a vertical distance beginning at a point eight (8) feet below the surface and extending skyward in, and over, the following parcel:

Parcel 2-33B

ALL THAT CERTAIN tract of land known as Parcel 2-33B as shown on a Final Land Subdivision Plan prepared by Best Angle Associates, last revised January 14, 2002 and recorded in the Franklin County Recorder of Deeds Office in Plat Book 288H, Page 881 (Parts 1 through 87), said tract located in the Township of Greene, County of Franklin and Commonwealth of Pennsylvania, bounded and described as set forth on Exhibit B hereof.

BEING A PART OF THE SAME PREMISES which the United States of America by a Quitclaim Deed dated May 3, 2002, and recorded in the Franklin County Recorder of Deeds Office in Volume 1904, Page 388, granted and conveyed unto the Letterkenny Industrial Development Authority, its successors and assigns.

UNDER AND SUBJECT to those restrictions, requirements, notices, easements and covenants imposed on the Letterkenny Industrial Development Authority and its successors-in-interest as set forth in a Quitclaim Deed dated May 3, 2002 from the United States of America to the Letterkenny Industrial Development Authority and recorded in the Franklin County Recorder of Deeds Office in Volume 1904, Page 388 including, but not limited to, the stated Land Use Restrictions and CERCLA remediation covenants. Said restrictions, requirements notices, easements and covenants set forth in the May 3, 2002 Quitclaim Deed are incorporated by reference as though set forth in full herein.

ORIGINAL

UNDER AND SUBJECT to a Declaration of Easements dated July 22, 2002, and recorded in the Franklin County Recorder of Deeds Office in Volume 1922, Page 483, as amended.

PARCEL 33 AND PARCEL 2-33B ARE UNDER AND SUBJECT to a Declaration of Covenants, Conditions and Restrictions for the Cumberland Valley Business Park dated January 13, 1999, and recorded in the Franklin County Recorder of Deeds Office in Volume 1414, Page 294, as supplemented by a First Supplemental Declaration of Covenants, Conditions, and Restrictions dated July 22, 2002, and recorded in the Recorder's Office aforesaid in Volume 1922, Page 487.

PARCEL 33 AND PARCEL 2-33B ARE UNDER AND SUBJECT to such other restrictions, easements, rights-of-way or conditions to the extent legal and still in full force and effect.

This Deed is executed pursuant to a Resolution duly approved by the Board of Directors of the Letterkenny Industrial Development Authority on December 2, 2002.

In witness whereof, said Grantor has caused these presents to be duly executed the day and year first above written.

LETTERKENNY INDUSTRIAL
DEVELOPMENT AUTHORITY

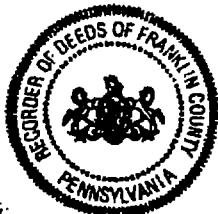
By:

John A. Redding, Jr.
John A. Redding, Jr., Chairman

Attest:

Amy J. Misal

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



Linda Miller
Linda Miller
Recorder of Deeds

ORIGINAL

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF FRANKLIN :

On this 30th day of January, 2003, before me, the undersigned officer, personally appeared John A. Redding, Jr., who acknowledged himself to be Chairman of the Letterkenny Industrial Development Authority, and that as such Chairman, being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of the Letterkenny Industrial Development Authority.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARIAL SEAL
GINA L. DAYWALT, Notary Public
Chambersburg Boro, Franklin Co. PA
My Commission Expires May 24, 2003

Gina L. Daywalt
Notary Public



My Commission Expires:
5/24/03

(Notary Seal)

I HEREBY CERTIFY that the precise address of the grantee herein is:

P.O. Box 1052
Chambersburg, Pennsylvania 17201

By *Richard H. Harrison*

Franklin County - Recorder of Deeds
LINDA MILLER
Instrument Filings

Receipt# 121219

Instr# 2003-093773 7/03/2003 11:07:45

Remarks: LETTERKENNY INDUST-UNITED CH
DSS RICHARD HERRINGTON

DEED	18.00
DEED - WRIT	.50
DEED - RIT STATE	500.00
CHAMBERSBURG	250.00
ORIENTE TOWNSHIP	250.00
DEED AFFORDABLE HO	11.00
DEED AVA AWARD FEE	1.00
J.C.S. / A.T.J	10.00
CD IMPROVEMENT FND	2.00
REC. IMPROVEMENT FUND	3.00
Check# 363/7638	\$1,046.50
Total Received.....	\$1,046.50

ORIGINAL

EXHIBIT A

PARCEL 33

Beginning at a set rebar 25 feet from the centerline of Carbaugh Avenue; thence along the north margin of Carbaugh Avenue, North 61 degrees 50 minutes 19 seconds West, a distance of 209.73 feet to a set PK nail; thence by a curve to the right through a central angle of 44 degrees 21 minutes 03 seconds having a radius of 100.00 feet, an arc distance of 77.41 feet, a chord bearing of North 39 degrees 39 minutes 48 seconds West, a chord distance of 75.49 feet to a set rebar; thence along the east margin of Pennsylvania Avenue, North 17 degrees 29 minutes 16 seconds West, a distance of 299.16 feet to a set rebar 25 feet from the centerline of Pennsylvania Avenue; thence along remaining lands of the U.S.A., North 89 degrees 52 minutes 54 seconds East, a distance of 560.45 feet to a set rebar; thence along the same, South 28 degrees 09 minutes 41 seconds West, a distance of 503.15 feet to the point of beginning containing 153,721 square feet or 3.5289 acres more or less.

ORIGINAL

EXHIBIT B

PARCEL 2-33B

Beginning at a set rebar 25 feet from the centerline of Pennsylvania Avenue and 160.40 feet from the northwest corner of Parcel 33, thence along said Parcel 33, South 17 degrees 29 minutes 16 seconds East a distance of 138.76 feet to an existing rebar; thence by the same, by a curve to the left through a central angle of 44 degrees 21 minutes 03 seconds having a radius of 100.00 feet, an arc distance of 77.41 feet, a chord bearing of South 39 degrees 39 minutes 48 seconds East a distance of 75.49 feet to an existing PK nail; thence by the same, South 61 degrees 50 minutes 19 seconds East a distance of 53.30 feet to a set PK nail; thence along the north margin of Carbaugh Avenue, by a curve to the left through a central angle of 22 degrees 47 minutes 01 seconds having a radius of 125.00 feet, an arc distance of 49.71 feet, a chord bearing of North 73 degrees 13 minutes 49 seconds West a distance of 49.38 feet to a set PK nail; thence by a curve to the right through a central angle of 76 degrees 32 minutes 26 seconds having a radius of 62.50 feet, an arc distance of 83.49 feet, a chord bearing of North 46 degrees 21 minutes 07 seconds West a distance of 77.42 feet to a set rebar; thence along the east margin of Pennsylvania Avenue, by a curve to the left through a central angle of 09 degrees 24 minutes 22 seconds having a radius of 925.00 feet, an arc distance of 151.86 feet, a chord bearing of North 12 degrees 47 minutes 05 seconds West a distance of 151.68 feet to a set rebar the point of beginning containing 1986 square feet or 0.0456 acres more or less.

ORIGINAL



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
DEPT. 280603
HARRISBURG, PA 17128-0603

93773

**REALTY TRANSFER TAX
STATEMENT OF VALUE**

See Reverse for Instructions

RECORDER'S USE ONLY	
State Tax Paid	500.00
Book Number	2183
Page Number	640
Date Recorded	7-3-03

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

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

Name: **Richard K. Hoskinson, Esquire** Telephone Number: _____
 Area Code (717) 263-8535
 Street Address: **147 East Washington Street** City: **Chambersburg** State: **PA** Zip Code: **17201**

B TRANSFER DATA

Date of Acceptance of Document: _____
 Grantor(s)/Lessor(s): **Letterkenny Industrial Development Authority** Grantee(s)/Lessee(s): **United Churches of the Chambersburg Area**
 Street Address: **2204 Coffey Avenue** Street Address: **P. O. Box 1052**
 City: **Chambersburg** State: **PA** Zip Code: **17201** City: **Chambersburg** State: **PA** Zip Code: **17201**

C PROPERTY LOCATION

Street Address: **None** City, Township, Borough: **Greene Township, Letterkenny Army Depot land**
 Parcels: **33 and 33B**

County: **Franklin** School District: **Chambersburg** Tax Parcel Number: **none assessed**

D VALUATION DATA

1. Actual Cash Consideration \$1.00	2. Other Consideration +	3. Total Consideration = \$1.00
4. County Assessed Value not assessed	5. Common Level Ratio Factor x	6. Fair Market Value = estimated - \$50,000.00

E EXEMPTION DATA

1a. Amount of Exemption Claimed: _____ 1b. Percentage of Interest Conveyed: _____

2. Check Appropriate Box Below for Exemption Claimed

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

03 JL -3 A 1:0 5
 RECORDED
 LINDA MILLER
 RECORDER OF DEEDS
 FRANKLIN COUNTY

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

Signature of Correspondent or Responsible Party: *[Signature]* Date: **7/3/03**

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

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ORIGINAL

This property is a chapel only and was built by World War II prisoners on Letterkenny Army Depot. Its use is restricted to church purposes only. There is another building with no heat or utilities which has no real value, and the intent is to tear it down as soon as money is available. This parcel has not been assessed for tax purposes by the county, and we have no value on which to pay Pennsylvania Realty Transfer Tax. We therefore estimate the value at \$50,000.00.

EXHIBIT A

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APPENDIX D.4

PARCEL 34 BELL DEED

ORIGINAL

90000
90000

LINDA HILLER
RECORDER OF DEEDS
FRANKLIN COUNTY, PA

2006 JUN -1 P 4: 16

RECORDED

4350

Prepared By: Barley Snyder LLC
126 East King Street
Lancaster, PA 17602-2893
717.299.5201

Return To:

Parcel ID#:

13814

QUITCLAIM DEED

This Deed is made the 1st day of June, 2006.

Between LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY,
a Pennsylvania non-profit municipal industrial authority, with its principal offices at 5121A
Coffey Avenue, Chambersburg, Pennsylvania 17201, hereinafter referred to as the Grantor;

AND

J. PRESTON BELL and REBECCA L. BELL, husband and wife,
of Guilford Township, Franklin County, Pennsylvania, hereinafter referred to as the
Grantees.

Witnesseth

THAT IN CONSIDERATION of Ninety Thousand Dollars (\$90,000.00) in hand
paid, the receipt whereof is hereby acknowledged, Grantor does hereby release and quitclaim to
Grantees, their successors and assigns, the following parcels:

Parcel 34

ALL THAT CERTAIN tract of land known as Parcel 34 as shown on a Master Plan,
prepared by the U.S. Army Engineer District, Baltimore, Maryland, recorded in the Franklin
County Recorder of Deeds Office in Plat Book 288G, Page 1066, Part I through VI, said tract
located in the Township of Greene, County of Franklin and Commonwealth of Pennsylvania,
bounded and described as set forth on Exhibit A hereof.

ORIGINAL

BEING A PART OF THE SAME PREMISES which the United States of America by Quitclaim Deed dated November 6, 1998, and recorded in the Franklin County Recorder of Deeds Office in Volume 1414, Page 204, granted and conveyed unto the Letterkenny Industrial Development Authority, its successors and assigns.

PARCEL 34 IS UNDER AND SUBJECT to those restrictions, requirements, notices, easements and covenants imposed on the Letterkenny Industrial Development Authority and its successors-in-interest as set forth in a Quitclaim Deed dated November 6, 1998 from the United States of America to the Letterkenny Industrial Development Authority and recorded in the Franklin County Recorder of Deeds Office in Volume 1414, Page 204 including, but not limited to, the stated Land Use Restrictions and CERCLA remediation covenants. Said restrictions, requirements, notices, easements and covenants set forth in the November 6, 1998 Quitclaim Deed are incorporated by reference as though set forth in full herein.

PARCEL 34 IS UNDER AND SUBJECT to a Declaration of Easements dated May 3, 1999, and recorded in the Franklin County Recorder of Deeds Office in Volume 1430, Page 298, as amended.

Parcel 2-34B

ALL THAT CERTAIN vertical distance beginning at a point eight (8) feet below the surface and extending skyward in, and over, a tract of land known as Parcel 2-34B as shown on a Final Land Subdivision Plan prepared by Best Angle Associates, last revised January 14, 2002 and recorded in the Franklin County Recorder of Deeds Office in Plat Book 288H, Page 881 (Parts 1 through 87), said tract located in the Township of Greene, County of Franklin and Commonwealth of Pennsylvania, bounded and described as set forth on Exhibit A hereof.

BEING A PART OF THE SAME PREMISES which the United States of America by a Quitclaim Deed dated May 3, 2002, and recorded in the Franklin County Recorder of Deeds Office in Volume 1904, Page 388, granted and conveyed unto the Letterkenny Industrial Development Authority, its successors and assigns.

PARCEL 2-34B IS UNDER AND SUBJECT to those restrictions, requirements, notices, easements and covenants imposed on the Letterkenny Industrial Development Authority and its successors-in-interest as set forth in a Quitclaim Deed dated May 3, 2002 from the United States of America to the Letterkenny Industrial Development Authority and recorded in the Franklin County Recorder of Deeds Office in Volume 1904, Page 388 including, but not limited to, the stated Land Use Restrictions and CERCLA remediation covenants. Said restrictions, requirements, notices, easements and covenants set forth in the May 3, 2002, Quitclaim Deed are incorporated by reference as though set forth in full herein.

ORIGINAL

PARCEL 2-34B IS UNDER AND SUBJECT to a Declaration of Easements dated July 22, 2002, and recorded in the Franklin County Recorder of Deeds Office in Volume 1922, Page 483, as amended.

PARCEL 34 AND PARCEL 2-34B ARE UNDER AND SUBJECT to a Declaration of Covenants, Conditions and Restrictions for the Cumberland Valley Business Park dated January 13, 1999, and recorded in the Franklin County Recorder of Deeds Office in Volume 1414, Page 294, as supplemented and amended.

PARCEL 34 AND PARCEL 2-34B ARE UNDER AND SUBJECT to such other restrictions, easements, rights-of-way or conditions of record to the extent legal and still in full force and effect.

Grantees acknowledge that the parcels hereby conveyed have been or may be improved or benefited, in part, with funding from the United States Economic Development Administration ("**EDA**"), Project No. 01-49-03885, and agrees to use the premises in a manner consistent with the authorized general and special purpose of the EDA grant.

To comply with the terms and conditions of the EDA grant, Grantees, by their acceptance of this deed, agrees that, at all times the EDA grant remains outstanding, as follows:

1. Grantees shall provide services without discrimination to all persons without regard to their age, race, color, religion, sex, handicap or national origin. If and to the extent required by Grantor or the EDA, Grantees shall execute a certification in such form as may be required by the EDA to certify such compliance.
2. Grantees shall comply with all applicable federal, state and local environmental statutes, rules and regulations during its ownership of the premises.

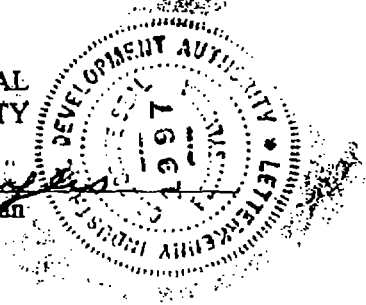
This Deed is executed pursuant to a Resolution duly approved by the Board of Directors of the Letterkenny Industrial Development Authority on May 8, 2006.

In witness whereof, said Grantor has caused these presents to be duly executed the day and year first above written.

Attest: *Mark Hutterly*

LETTERKENNY INDUSTRIAL
DEVELOPMENT AUTHORITY

By: *Charles Myers*
Charles Myers, Chairman



ORIGINAL

APPENDIX D.5

PARCEL 29 LIDA AG LEASE BRICKER

LEASE AGREEMENT

This Lease Agreement ("Lease") is made as of the 3rd day of January, 2001, by and between LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY ("LIDA"), a Pennsylvania non-profit municipal industrial development authority, having its principal office at 4759 Innovation Way, Chambersburg, Pennsylvania 17201 and MARLIN G. BRICKER, 4208 Letterkenny Road, Chambersburg, Pennsylvania 17201 ("Tenant").

WITNESSETH THAT

WHEREAS, pursuant to the Defense Base Closure and Realignment Act of 1990, the military installation known as the Letterkenny Army Depot, Chambersburg, Pennsylvania ("LEAD"), is scheduled to be realigned; and

WHEREAS, it is the intention of the United States, acting by and through the Department of the Army ("Army"), to retain certain portions of LEAD in order to complete the Army's ongoing mission ("Retained Property"); and

WHEREAS, pursuant to a letter dated August 2, 1997 from the Office of the Under Secretary of Defense, LIDA was granted the authority to oversee and implement the civilian reuse of those portions of LEAD scheduled to be realigned and transferred ("Transfer Parcels"); and

WHEREAS, pursuant to the terms of a Memorandum of Agreement dated November 5, 1998, the terms and conditions of the transfer of the Transfer Parcels to LIDA were established. (The Memorandum of Agreement together with all exhibits attached thereto is hereinafter referred to as the "MOA.") A copy of the MOA is on file at the offices of LIDA and available for review by Tenant; and

WHEREAS, pursuant to the terms of a quitclaim deed dated November 6, 1998, and recorded in the Recorder's Office in and for Franklin County, Pennsylvania, in Record Book 1414, Page 204 ("Army Deed"), LIDA has acquired from the Army certain parcels of land within the Transfer Parcels, with buildings and improvements thereon (said land, buildings and improvements being collectively referred to as the "LIDA Premises"); and

WHEREAS, LIDA further intends to sublease a portion of the LIDA Premises ("Premises") to the Tenant pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

Section 1. Definitions

The terms set forth below, as used in the Lease, shall have the following meanings:

1.1 Original Address of LIDA

4759 Innovation Way
Chambersburg, Pennsylvania 17201

1.2 Original Address of Tenant

4208 Letterkenny Road
Chambersburg, Pennsylvania 17201

1.3 Base Rent

\$3,600.00 per year.

1.4 Permitted Uses

Farming operations, and for no other purposes whatsoever and subject to the provisions of the Declaration of Covenants, Conditions and Restrictions recorded in the Recorder's Office in and for Franklin County, Pennsylvania, in Volume 1414, Page 294.

1.5 Premises

Parcel 29 of Cumberland Valley Business Park, as more fully shown on Exhibit A.

1.6 Reuse Plan

Reuse Strategy Summary Report dated May, 1997, a copy of which is on file at the offices of LIDA and available for review by Tenant.

1.7 Tenant

Marlin G. Bricker.

1.8 Term

One year, beginning on the Term Commencement Date and ending at 12:00 midnight on the Termination Date.

1.9 Term Commencement Date

January 1, 2001.

1.10 Termination Date

December 31, 2001, unless the Lease is terminated pursuant to the terms hereof, subject to the automatic renewal provisions set forth in Section 1.11 hereof.

1.11 Automatic Renewal

Unless and until either party at least 90 days prior to the expiration of the initial or any renewal term of the Lease gives notice to the other of intention to terminate the Lease, this Lease shall renew for successive additional terms, each equal to the initial term, at the Base Rent set forth in Section 1.3 hereof and on the terms and conditions set forth herein.

Section 2. Premises, Lease Term, and Incorporation of MOA and Army Deed

2.1 Premises

LIDA does hereby lease to the Tenant, and the Tenant does hereby lease from LIDA, the Premises, in accordance with the terms of this Lease.

2.2 Term

(a) The Tenant shall have and hold the Premises for the Term commencing on the Date of Occupancy, as defined in Subsection 2.3 below, and ending on the Termination Date, unless sooner terminated pursuant to the terms hereof.

(b) Notwithstanding any provision of this Lease to the contrary, LIDA shall have the right to terminate this Lease with respect to all or any portion of the Premises at any time prior to the Termination Date. In the event LIDA elects to terminate the Lease as aforesaid, an equitable adjustment shall be made to the Base Rent payable hereunder. If the portion of the Premises for which the Lease has been terminated are being used for farming purposes, the Tenant shall have the right to harvest, gather and remove such crops as may have been planted or grown thereon, or LIDA may require the Tenant to vacate immediately, in which event, LIDA shall pay

ORIGINAL

12.17 Third Party Beneficiary

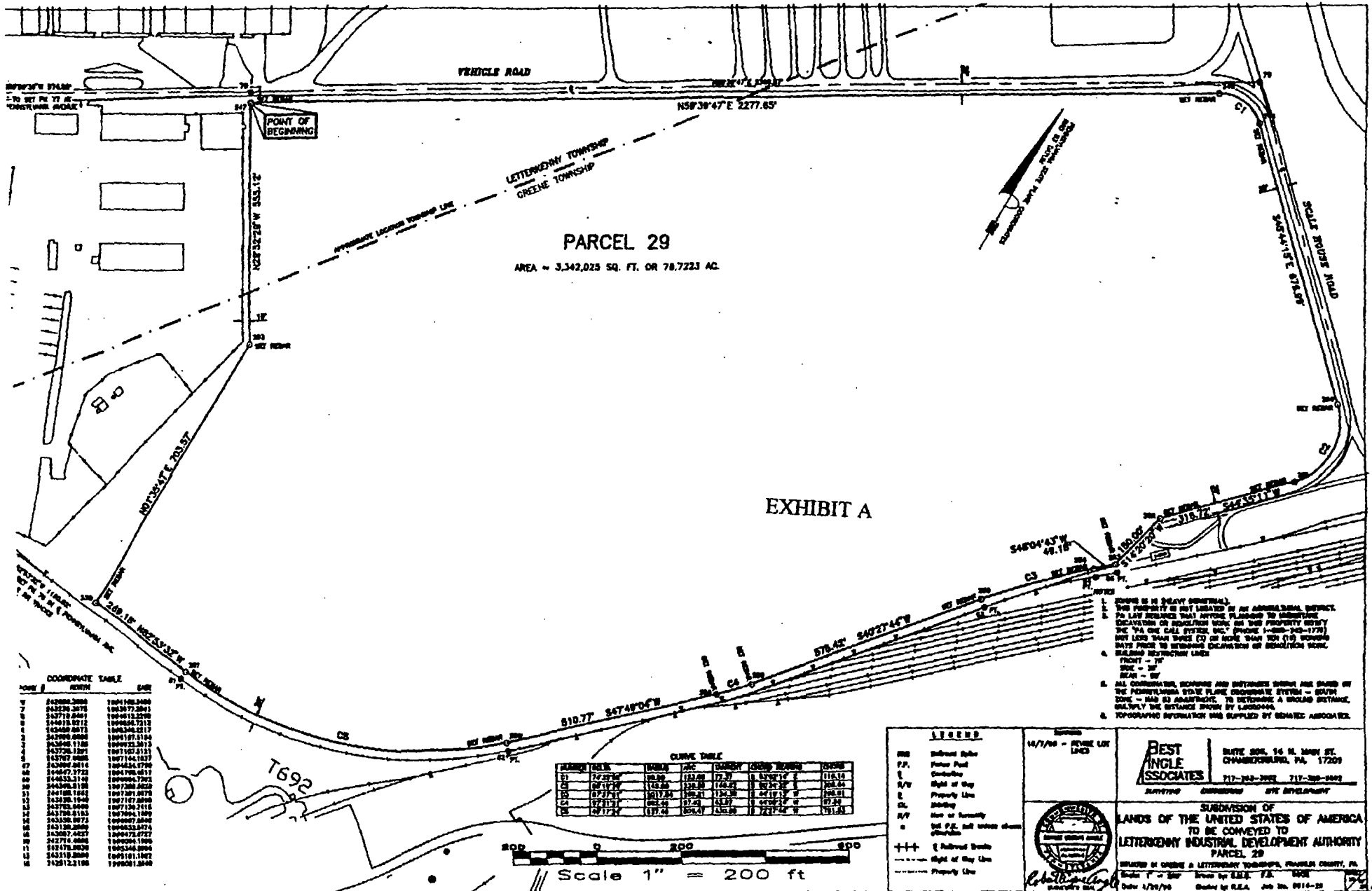
Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third party beneficiary except rights contained herein for the benefit of a mortgagee.

IN WITNESS WHEREOF, this Lease is executed on the above date.

LETTERKENNY INDUSTRIAL
DEVELOPMENT AUTHORITY

By: *John McCarth...*
Attest: *Michael C. D'...*

Marlin G. Bricker
Marlin G. Bricker



COORDINATE TABLE

NO.	EASTING	NORTH
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2	150826.3275	1004261.7951
3	150770.8491	1004413.2292
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5	150408.4513	1004746.2213
6	150398.2898	1004917.5194
7	150346.5180	1005092.2613
8	150298.1921	1005270.5413
9	150276.6898	1005451.1837
10	150255.5160	1005634.1904
11	150232.7722	1005819.4517
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13	150189.5190	1006195.9250
14	150168.1642	1006387.0479
15	150145.2590	1006579.9913
16	150120.9115	1006774.6590
17	150095.2274	1006970.9546
18	150068.2898	1007168.8824
19	150040.1090	1007368.4475
20	150010.7927	1007568.6546
21	149979.3404	1007769.4079
22	149945.7608	1007970.7122
23	149910.0580	1008172.5624
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25	149832.2926	1008576.8813
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35	149337.6200	1010554.7424
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37	149220.2010	1010934.3184
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39	149094.2810	1011307.8184
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42	148890.0840	1011856.5576
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44	148744.4360	1012212.6572
45	148668.7790	1012388.3880
46	148591.2280	1012562.5704
47	148511.7890	1012735.2004
48	148430.4580	1012906.2736
49	148347.2310	1013075.7860
50	148262.1050	1013243.7344
51	148175.0870	1013410.1144
52	148086.1740	1013574.9224
53	148000.2730	1013738.1544
54	147917.3810	1013899.8064
55	147837.4950	1014059.8752
56	147759.6220	1014218.3568
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63	147263.7730	1015281.0080
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67	147019.6530	1015850.0448
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69	146907.1360	1016124.8392
70	146853.3800	1016259.7904
71	146799.6320	1016393.1056
72	146747.8890	1016524.7808
73	146697.1480	1016654.8112
74	146647.4160	1016783.1936
75	146598.6900	1016909.9240
76	146549.9680	1017035.0080
77	146503.2480	1017158.4416
78	146457.5270	1017280.2208
79	146412.8030	1017400.3504
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81	146326.3380	1017635.3456
82	146284.5920	1017750.2040
83	146243.8340	1017863.3072
84	146204.0620	1017974.6512
85	146165.2740	1018084.2312
86	146127.4680	1018192.0432
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91	145952.8040	1018704.4328
92	145920.5510	1018801.5480
93	145889.1660	1018896.8664
94	145858.6470	1018989.2840
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112	145437.5350	1020273.7648
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114	145407.8480	1020377.2672
115	145394.4150	1020426.0648
116	145381.9210	1020472.8880
117	145370.3660	1020517.7328
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119	145349.0690	1020601.4720
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132	145288.1940	1021018.0608
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134	145291.8780	1021066.8328
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137	145304.3790	1021132.4544
138	145310.4050	1021152.3152
139	145317.3600	1021171.1728
140	145325.2450	1021189.0208
141	145334.0600	1021205.8544
142	145343.8050	1021221.6784
143	145354.4800	1021236.4880
144	145366.0850	1021250.2880
145	145378.6200	1021263.0736
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APPENDIX D.6

PHASE II RECORDED DEED

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60226

QUITCLAIM DEED
Letterkenny Army Depot
(surface rights)

THIS QUITCLAIM DEED made and entered into this 3rd day of May 2002, by and between the UNITED STATES OF AMERICA (the "GRANTOR"), acting by and through the Deputy Assistant Secretary of the Army (Installations & Housing), pursuant to a delegation of authority from the SECRETARY OF THE ARMY (the "ARMY"), and the LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY ("LIDA"), a body corporate and politic, and existing under the laws of the Commonwealth of Pennsylvania, having its principal place of business at 4759 Innovation Way, Chambersburg, Pennsylvania 17201 (the "GRANTEE"),

WITNESSETH:

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

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

WHEREAS, the LIDA made an application to the Army for an Economic Development Conveyance ("EDC") as a rural base under 32 C.F.R. 91(e) and (f); and

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

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

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

WHEREAS, pursuant to Public Law 101-510, as amended, the Army has the authority to convey and with this Deed conveys to the LIDA, pursuant to the terms and conditions of the MOA, a vertical distance beginning at a point eight (8) feet below the surface and extending skyward in, and over the parcels of land as described in Exhibit A

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

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

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

1. STATUTORY INDEMNIFICATION

Subject to the availability of appropriated funds, the GRANTOR recognizes its obligation to hold harmless, defend, and indemnify the GRANTEE and any successor, assignee, transferee, lender, or lessee of the GRANTEE or its successors and assigns, as required and limited by Section 330 of the Department of Defense Authorization Act of 1993, as amended, and to otherwise meet its obligations under law.

2. CERCLA COVENANTS AND NOTICE

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

A. Notice.

The GRANTOR hereby notifies the GRANTEE of the storage, release, and disposal of hazardous substances on the Property. The release or disposal of these hazardous substances was remedied at the time of the release or, where required, was subsequently addressed under the Installation Restoration Program. For the purpose of this Deed, "hazardous substances" shall have the same meaning attributed to such term under Section 101(14) of CERCLA, 42 U.S.C. §9601(14). Available information regarding the type, quantity, and location of such hazardous substances and action taken to address such hazardous substances is described in Exhibit E herein. More detailed information regarding the storage, release, and disposal of hazardous substances on the Property has been provided to the GRANTEE in the Environmental Baseline Survey for Letterkenny Army Depot dated August 1996, amended May 1999, and as supplemented in November 2000 (collectively the "EBS") and the Finding of Suitability to Transfer ("FOST") for the Property dated February 2002, the receipt of which the GRANTEE hereby acknowledges.

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B. Covenant. The GRANTOR hereby covenants that:

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

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

3. CERCLA REMEDIATION

The GRANTOR acknowledges that LEAD has been identified as a National Priorities List ("NPL") site under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") of 1980, as amended. The GRANTEE acknowledges that the GRANTOR has provided it with a copy of the LEAD Federal Facility Agreement ("FFA") dated February 3, 1989 and will provide the GRANTEE with a copy of any amendments thereto.

A. The GRANTEE, its successors and assigns, agrees that should any conflict arise between the terms of the FFA as they presently exist or may be amended, and the provisions of this property transfer, the terms of the FFA will take precedence. The GRANTEE, its successors and assigns, further agrees that notwithstanding any other provisions of this Deed, the GRANTOR assumes no liability to the GRANTEE, its successors and assigns, should implementation of the FFA interfere with their use of the Property; and said parties shall have no claim against the United States or any officer, agent, employee, or contractor thereof on account of any such interference, provided the GRANTOR complies with the requirements of Section 3.D.

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

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

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

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conveyance of any portion of the Property provides for legally binding compliance with the institutional controls required by any such ROD.

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

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

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

D. The GRANTOR reserves a perpetual easement over and through and a right of access to the Property to perform any additional environmental investigation, monitoring, sampling, testing, remedial action, corrective action, or any other action necessary for the GRANTOR to meet its environmental responsibilities under applicable laws and as provided for in this Deed. This easement and right of access shall be binding on the GRANTEE, its successors and assigns, and shall run with the land. This reservation includes the right to access and use utilities on the Property at reasonable cost to the United States. In exercising this right of access, except in case of imminent endangerment to human health or the environment, the GRANTOR shall give the GRANTEE, or the then record owner, reasonable notice of actions to be taken on the Property and shall use reasonable means, without significant additional cost to the GRANTOR, to avoid and/or minimize interference with the use of the Property.

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

F. All subsequent leases, transfers, or conveyances shall be made expressly subject to the easement set forth in paragraph 3.D. Upon a determination by the United States that all remedial action is complete at the LEAD NPL site, the GRANTOR shall execute and record a release of easement.

4. LAND USE RESTRICTIONS

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

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

A. Commercial/Industrial Use Restrictions

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

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

B. Groundwater Restrictions

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

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C. Soil Excavation Restrictions

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

D. Enforcement

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

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

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

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

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E. Submissions

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

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

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

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

A. The GRANTEE is hereby informed and does acknowledge that all buildings on the Property that were constructed or rehabilitated prior to 1978 are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in Residential Real Property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. "Residential Real Property" means any housing constructed prior to 1978, except housing for the elderly (households reserved for and composed of one or more persons 62 years of age or more at the time of initial occupancy) or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling. For the purpose of this Deed, child-

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

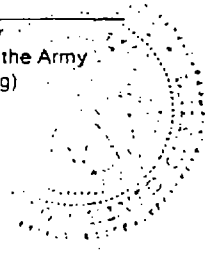
This Quitclaim Deed is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, the GRANTOR has caused this Deed to be executed in its name by the Deputy Assistant Secretary of the Army (I&H) and the Seal of the Department of the Army to be hereunto affixed this 3rd day of May, 2002

GRANTOR:

UNITED STATES OF AMERICA
DEPARTMENT OF THE ARMY

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



Signed and sealed and delivered in the presence of:

Witness: [Signature]
Witness: [Signature]

COMMONWEALTH OF VIRGINIA)
COUNTY OF ARLINGTON) ss:

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, whose commission as such expires on the 30th day of November 2002 do hereby certify that this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, Joseph W. Whitaker, Deputy Assistant Secretary of the Army (I&H), whose name is signed to the foregoing instrument and who acknowledged the foregoing instrument to be his free act and deed, dated this 3rd day of May, 2002, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

Karen A. Cooper
Notary Public



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

GRANTEE:

LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY



By: John Redding
John Redding
Chairman

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF FRANKLIN)

I, the undersigned, a Notary Public in and for the Commonwealth of Pennsylvania, County of Franklin, whose commission as such expires on the 20th day of September, 2002, do hereby certify that this day personally appeared before me in the Commonwealth of Pennsylvania, County of Franklin, John Redding, Chairman of the Letterkenny Industrial Development Authority whose name is signed to the foregoing instrument and acknowledged the foregoing instrument to be his free act and deed, dated this 24th day of June 2002, and acknowledged the same for and on behalf of the Letterkenny Industrial Development Authority.

Kimberly S. Bock
Notary Public

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

RECORDED
JUN 25 12 11 PM '02
LINDA MILLER
RECORDER OF DEEDS
FRANKLIN COUNTY
246.50

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

LIDA, c/o Beverly Snyder, 242 Lincoln Way East, Chambersburg, PA 17201 (Access 31a).

4759 Innovation Way
Chambersburg PA 17201

Kimberly S. Bock
Attorney for Grantee

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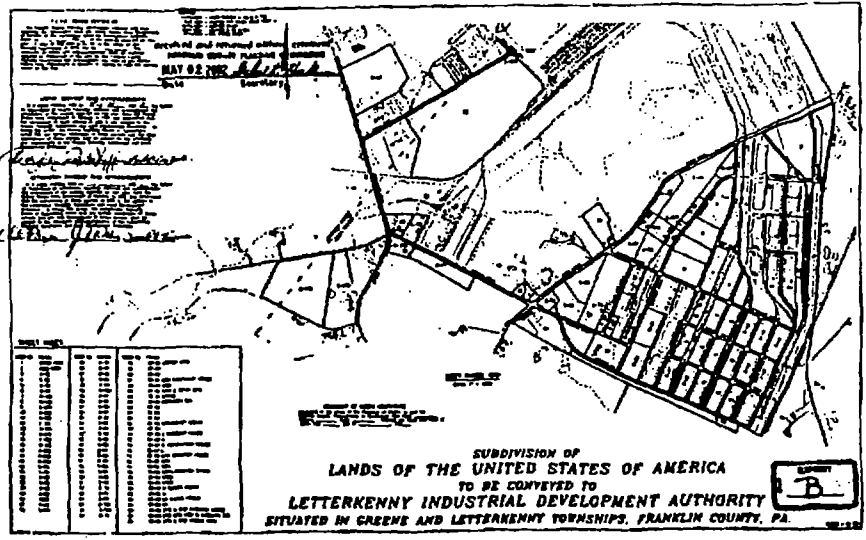
LIDA Phase 2 - 2001

Parcel	Sheet #	Acres	Remarks
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2-2B	4	2.4784	
2-3B	5	3.4235	
2-4B	6	0.1883	
2-10B	7	1.0291	
2-12B	8	0.7239	
2-21B	9	0.5254	
2-22B	10	0.6811	
2-24B	11	0.2297	
2-25C	12	0.3308	
2-26B	13	0.1856	
2-27B	14	0.1215	
2-29B	15	0.0949	
2-31B	16	2.0671	
2-31B	17	
2-33B	18	0.0456	
2-34B	19	0.1696	
2-36	20	23.3003	
2-37	21	4.3919	
2-38	22	5.2954	
2-39	23	5.0480	
2-40	24	5.4569	
2-42	25	3.6488	
2-43	26	4.1481	
2-44	27	4.1524	
2-45	28	4.1473	
2-46	29	4.1516	
2-47	30	2.5043	
2-48	31	15.4733	
2-49	32	4.3724	
2-50	33	1.8578	
2-50B	34	0.5737	
2-51	35	5.0335	
2-52	36	4.6915	
2-53	37	7.4230	
2-54	38	6.9504	
2-55	39	0.5128	
2-56	40	1.2152	
2-57	41	1.2758	
2-58	42	3.5216	
2-59	43	3.2110	
2-60	44	1.6953	
2-61	45	1.2581	
2-62	46	1.4065	
2-63	47	6.4019	
2-64	48	5.9119	
2-67	49	3.5555	
2-68	50	3.6550	
2-69	51	8.2850	
2-70	52	2.1445	
2-71	53	7.1918	
2-72	54	3.4531	
2-74A	55	29.2938	
2-74B	56	27.3197	

EXHIBIT A

VOL 1904 PG 404

ORIGINAL



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

VOL 1904 PG 489

EXHIBIT
B

ORIGINAL

REV 10/28/11/99



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
DEPT 280002
HARRISBURG PA 17128-0002

**REALTY TRANSFER TAX
STATEMENT OF VALUE**

See Reverse for Instructions

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

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

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

Name	Barley Snyder	Telephone Number	Area Code (717) 264-6494
Street Address	247 Lincoln Way East, Chambersburg; PA 17201	City	State Zip Code

B. TRANSFER DATA

Grantor(s)/Lessor(s)	United States of America	Date of Acceptance of Document	Grantee(s)/Lessee(s)	Letterkenny Industrial Development Authority
Street Address		Street Address	4759 Innovation Way	
City	State Zip Code	City	State Zip Code	Chambersburg, PA 17201

C. PROPERTY LOCATION

Street Address	numerous tracts at old Letterkenny Army Depot	City, Township, Borough	Greene & Letterkenny Townships
County	Franklin	School District	Chambersburg Area
		Tax Parcel Number	

D. VALUATION DATA

1. Actual Cash Consideration	1.00	2. Other Consideration	+	3. Total Consideration	= 1.00
4. County Assessed Value		5. Common Level Rate Factor	x	6. Fee Market Value	=

E. EXEMPTION DATA

1a. Amount of Exemption Claimed	100%	1b. Percentage of Interest Conveyed	100%
---------------------------------	------	-------------------------------------	------

2. Check Appropriate Box Below for Exemption Claimed

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

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

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

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

VOL 1904 PG 499

ORIGINAL

APPENDIX D.7

CASD 2-74 A&B DEED

ORIGINAL

PMB/1125209.1

DIST NO. ___ MAP NO. ___ BLOCK ___ LOT ___

77943

QUITCLAIM DEED

RECORDED
4650
03 FE -3 A 9 24 .1

LINDA MILLER
RECORDER OF DEEDS
FRANKLIN COUNTY

This Deed is made the 30th day of January, 2003.

Between LETTERKENNY INDUSTRIAL DEVELOPMENT

AUTHORITY, a Pennsylvania non-profit municipal industrial authority, with its principal offices at 220A Coffey Avenue, Chambersburg, Pennsylvania 17201, hereinafter referred to as the Grantor;

AND

CHAMBERSBURG AREA SCHOOL DISTRICT, a school district organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office at 435 Stanley Avenue, Chambersburg, Pennsylvania 17201, hereinafter referred to as the Grantee.

Witnesseth

THAT IN CONSIDERATION of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby release and quitclaim to Grantee, its successors and assigns, all of its right, title and interest in and to a vertical distance beginning at a point eight (8) feet below the surface and extending skyward in, and over, the following parcel:

ALL THOSE CERTAIN tracts of land known as Parcel 2-74A and Parcel 2-74B as shown on a Final Land Subdivision Plan prepared by Best Angle Associates, last revised January 14, 2002 and recorded in the Franklin County Recorder of Deeds Office in Plat Book 288H, Page 881 (Parts 1 through 87), said tracts located partially in the Township of Letterkenny and partially in the Township of Greene, County of Franklin and Commonwealth of Pennsylvania, bounded and described as set forth on Exhibit A hereof.

BEING A PART OF THE SAME PREMISES which the United States of America by a Quitclaim Deed dated May 3, 2002, and recorded in the Franklin County Recorder of Deeds Office in Volume 1904, Page 388, granted and conveyed unto the Letterkenny Industrial Development Authority, its successors and assigns.

ORIGINAL

UNDER AND SUBJECT to those restrictions, requirements, notices, easements and covenants imposed on the Letterkenny Industrial Development Authority and its successors-in-interest as set forth in a Quitclaim Deed dated May 3, 2002 from the United States of America to the Letterkenny Industrial Development Authority and recorded in the Franklin County Recorder of Deeds Office in Volume 1904, Page 388 including, but not limited to, the stated Land Use Restrictions and CERCLA remediation covenants. Said restrictions, requirements notices, easements and covenants set forth in the May 3, 2002 Quitclaim Deed are incorporated by reference as though set forth in full herein.

UNDER AND SUBJECT to a Declaration of Covenants, Conditions and Restrictions for the Cumberland Valley Business Park dated January 13, 1999, and recorded in the Franklin County Recorder of Deeds Office in Volume 1414, Page 294, as supplemented by a First Supplemental Declaration of Covenants, Conditions, and Restrictions dated July 22, 2002, and recorded in the Recorder's Office aforesaid in Volume 1922, Page 487.

UNDER AND SUBJECT to a Declaration of Easements dated July 22, 2002, and recorded in the Franklin County Recorder of Deeds Office in Volume 1922, Page 483, as amended.

UNDER AND SUBJECT to such other restrictions, easements, rights-of-way or conditions to the extent legal and still in full force and effect.

UNDER AND SUBJECT to the obligation of Grantor to convey the subsurface parcels underlying the property hereby conveyed ("Subsurface Parcels") and the obligation of Grantee to accept such conveyance. Such conveyance shall be for a consideration of One Dollar (\$1.00) and shall occur within 90 days following any acquisition of the Subsurface Parcels (or any portion thereof) from the United States of America and/or the United States Army (collectively, the "Army"). The obligations to convey and accept such conveyance shall be subject to fulfillment of the following conditions:

(i) Title to the Subsurface Parcels shall be free and clear of all monetary liens or encumbrances;

(ii) All remedial action necessary to protect human health and the environment with respect to any hazardous substances, as defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C.A. Section 9601 et seq. ("CERCLA"), remaining in the Subsurface Parcels has been taken by the Army, and the Army has conveyed the Subsurface Parcels subject to a CERCLA Section 120(h)(3) covenant benefiting LIDA and its successors-in-interest.

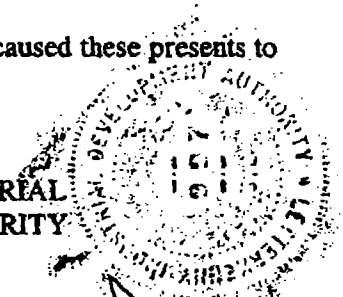
ORIGINAL

(iii) The Army covenants that it shall, subject to the availability of appropriated funds, hold harmless, defend and indemnify LIDA and its successors, assignees, transferees, lenders and lessees as required by Section 330 of the Department of Defense Authorization Act of 1993, as amended.

This Deed is executed pursuant to a Resolution duly approved by the Board of Directors of the Letterkenny Industrial Development Authority on November 6, 2000.

In witness whereof, said Grantor has caused these presents to be duly executed the day and year first above written.

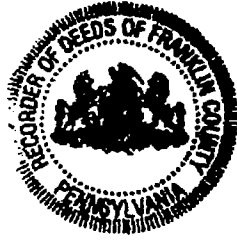
LETTERKENNY INDUSTRIAL
DEVELOPMENT AUTHORITY



By: *John A. Redding, Jr.*
John A. Redding, Jr., Chairman

Attest: *Linda Miller*

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



Linda Miller
Linda Miller
Recorder of Deeds

ORIGINAL

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF FRANKLIN :

On this 30th day of January, 2003, before me, the undersigned officer, personally appeared John A. Redding, Jr., who acknowledged himself to be Chairman of the Letterkenny Industrial Development Authority, and that as such Chairman, being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of the Letterkenny Industrial Development Authority.

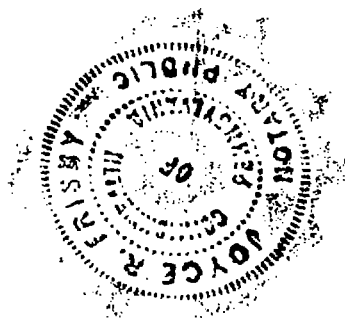
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Joyce R. Frisby
Notary Public

My Commission Expires:

November 5, 2005

Notarial Seal
Joyce R. Frisby, Notary Public
Chambersburg Boro., Franklin County
My Commission Expires Nov. 5, 2005
Member, Pennsylvania Association Of Notaries



I HEREBY CERTIFY that the precise address of the grantee herein is:

435 Stanley Avenue
Chambersburg, Pennsylvania 17201

By: J. Salinger
Salinger

ORIGINAL

EXHIBIT A

PARCEL 2-74A

Beginning at a set rebar on the north margin of Rocky Spring Road (S.R. 4017), thence North 26 degrees 55 minutes 33 seconds East a distance of 757.12 feet to a set rebar; thence along the south margin of the South Patrol Road, North 80 degrees 28 minutes 27 seconds East a distance of 1101.83 feet to a set rebar; thence leaving said margin of South Patrol Road and by Parcel 2-74B, South 09 degrees 22 minutes 06 seconds West 1470.76 feet to a set rebar on the north margin of Rocky Spring Road (S.R. 4017); thence with said north margin of Rocky Spring Road (S.R. 4017), by a curve to the right through a central angle of 09 degrees 31 minutes 38 seconds having a radius of 690.00 feet, an arc distance of 114.73 feet, a chord bearing of North 67 degrees 50 minutes 16 seconds West a distance of 114.60 feet to a point; thence by the same, North 63 degrees 04 minutes 27 seconds West a distance of 1215.74 feet to a set rebar the point of beginning containing 1276036 square feet or 29.2938 acres more or less

PARCEL 2-74B

Beginning at a set rebar on the south margin of the South Patrol Road and at the northeast corner of Parcel 2-74A, thence along said south margin of the South Patrol Road, North 80 degrees 28 minutes 27 seconds East a distance of 350.51 feet to a set rebar; thence by the same, by a curve to the left through a central angle of 19 degrees 53 minutes 41 seconds having a radius of 1525.00 feet, an arc distance of 529.52 feet, a chord bearing of North 70 degrees 31 minutes 37 seconds East a distance of 526.87 feet to a point; thence by the same, North 60 degrees 34 minutes 46 seconds East a distance of 144.60 feet to a set rebar; thence by a curve to the right through a central angle of 121 degrees 45 minutes 49 seconds having a radius of 40.00 feet, an arc distance of 85.01 feet, a chord bearing of South 58 degrees 32 minutes 19 seconds East a distance of 69.89 feet to a set PK nail; thence by the west margin of Pennsylvania Avenue, by a curve to the right through a central angle of 15 degrees 52 minutes 16 seconds having a radius of 875.00 feet, an arc distance of 242.38 feet, a chord bearing of South 10 degrees 16 minutes 43 seconds West a distance of 241.60 feet to a point; thence North 66 degrees 05 minutes 34 seconds West a distance of 10.80 feet to a set rebar; thence by the west margin of S.R. 4015, South 23 degrees 54 minutes 26 seconds West a distance of 365.75 feet to a point; thence by the same, by a curve to the right through a central angle of 06 degrees 24 minutes 14 seconds having a radius of 1001.74 feet, an arc distance of 111.97 feet, a chord bearing of South 27 degrees 06 minutes 33 seconds West a distance of 111.91 feet to an existing rebar; thence by the same, thence South 30 degrees 18 minutes 41 seconds West a distance of 522.53 feet to an existing rebar; thence by the same, by a curve to the left through a central angle of 39 degrees 38 minutes 21 seconds having a radius of 756.20 feet, an arc distance of 523.16 feet, a chord bearing of South 10 degrees 29 minutes 30 seconds West a

ORIGINAL

distance of 512.79 feet to a set rebar; thence South 80 degrees 40 minutes 20 seconds West a distance of 15.00 feet to a set rebar; thence by a curve to the left through a central angle of 02 degrees 18 minutes 16 seconds having a radius of 771.20 feet, an arc distance of 31.02 feet, a chord bearing of South 10 degrees 28 minutes 48 seconds East a distance of 31.01 feet to a set rebar; thence along the north margin of Rocky Spring Road (S.R. 4017), South 76 degrees 48 minutes 19 seconds West a distance of 412.23 feet to a set rebar; thence by the same, by a curve to the right through a central angle of 20 degrees 49 minutes 38 seconds having a radius of 690.00 feet, an arc distance of 250.82 feet, a chord bearing of North 83 degrees 00 minutes 54 seconds West a distance of 249.44 feet to a set rebar; thence leaving said north margin of Rocky Spring Road (S.R. 4017) and by Parcel 2-74A, North 09 degrees 22 minutes 06 seconds East a distance of 1470.76 feet to a set rebar at the south margin of the South Patrol Road, the point of beginning containing 1190046.31 square feet or 27.3197 acres more or less.



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
DEPT. 280603
HARRISBURG, PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY	
State Tax Paid	-0-
Book Number	2052
Page Number	489
Date Recorded	2-3-03

ORIGINAL

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

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

Name Jan G. Sulcove	Telephone Number:
Street Address 82 West Queen Street	Area Code (717) 264-5194
City Chambersburg,	State PA
	Zip Code 17201

B TRANSFER DATA

Grantor(s)/Lessor(s) Letterkenny Industrial Development Authority	Date of Acceptance of Document	Grantee(s)/Lessee(s) Chambersburg Area School District
Street Address 220A Coffey Avenue	Street Address 435 Stanley Avenue	
City Chambersburg,	State PA	City Chambersburg
Zip Code 17201		State PA
		Zip Code 17201

C PROPERTY LOCATION

Street Address Parcels 2-74A and 2-74B	City, Township, Borough Greene and Letterkenny Townships
County Franklin	School District Chambersburg
	Tax Parcel Number None (Exempt)

D VALUATION DATA

1. Actual Cash Consideration None	2. Other Consideration + None	3. Total Consideration = -0-
4. County Assessed Value N/A	5. Common Level Ratio Factor x N/A	6. Fair Market Value = N/A

E EXEMPTION DATA

1a. Amount of Exemption Claimed N/A	1b. Percentage of Interest Conveyed 100%
---	--

2. Check Appropriate Box Below for Exemption Claimed

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

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

Signature of Correspondent or Responsible Party <i>[Signature]</i>	Date 1/31/03
---	------------------------

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

ORIGINAL

APPENDIX D.8

PHASE II ROAD PARCELS GREENE TWP

ORIGINAL

69705

DEED OF DEDICATION

Letterkenny Industrial Development Authority ("LIDA"), a municipal authority organized and existing under the laws of the Commonwealth, in particular the Economic Development Financing Law, and having its principal offices at 220A Coffey Avenue, Chambersburg, Franklin County, Pennsylvania, does hereby dedicate to Greene Township, Franklin County, Pennsylvania, for public purposes the road parcels presently laid out and described as set forth below. Each tract is specifically described in Exhibit A attached hereto and is specifically depicted in Exhibit B attached hereto.

Tract 1 (Parcel Number 2R-80) – Coffey Avenue from Gate #1 through the park to the 5-way intersection (Gate #6) of PA 433 and PA 997. The centerline length is 7,674.50 feet.

Tract 2 (Parcel Number 2R-81(G)(3)) – Technology Avenue beginning at the PA 433 Intersection and ending at the intersection with Innovation Way. The centerline length is 2,087.99 feet.

Tract 3 (Parcel Number 2R-81(G)(2)) – Technology Avenue beginning at the intersection of Advantage Avenue and ending at the intersection with Opportunity Avenue. The centerline length is 2,428.00 feet.

Tract 4 (Parcel Number 2R-81(G)(1)) – Technology Avenue beginning at the intersection of Opportunity Avenue and ending at the intersection of Innovation Way. The centerline length is 713.75 feet.

Tract 5 (Parcel Number 2R-84) – Innovation Way from the intersection of Coffey Avenue and Carbaugh Avenue (near Gate #1) to the intersection of Technology Avenue (near Gate #5). The centerline length is 10,052.19 feet.

Tract 6 (Parcel Numbers 2R-85) – Opportunity Avenue beginning at the intersection with Coffey Avenue and ending at the intersection with Innovation Way. The centerline length is 3,869.97 feet.

Tract 7 (Parcel Numbers 2R-86 (G)) – Carbaugh Avenue beginning at the intersection of Coffey Avenue and Innovation Way and ending at the intersection of Letterkenny Road West (formerly Pennsylvania Avenue). The centerline length is 3,061.31 feet.

Tract 8 (Parcel Number 2R-87 (G)) – Letterkenny Road West (formerly Pennsylvania Avenue) beginning at the depot property line (old Gate #17) and ending at the Greene Township municipal boundary (near the railroad tracks). The centerline length is 1,378.02 feet.

Being part of the property which the United States of America, Department of the Army conveyed to LIDA by deed dated May 3, 2002 and recorded on June 25, 2002 in the Franklin County Recorder of Deeds Office at Deed Book 1904, Page 388. The associated survey is recorded in the Franklin County Recorder of Deeds Office at Deed Book 288H, Page 881, Parts 1-87.

ORIGINAL

The aforesaid LIDA does further dedicate to Greene Township the utility and drainage easements shown on the above referenced subdivision plans, subject nevertheless to the maintenance requirement noted following and for themselves and subsequent owners of the land as shown on the same, they do hereby release Greene Township from any damages caused by the construction, maintenance and operation involving the road, the utility and drainage easements over, under, in and among this subdivided area as shown on the referenced subdivision plan.

The foregoing notwithstanding, responsibility for maintenance of drainage facilities shall continue to be that of the individual property owners on whose land such facilities are located unless there is a specific agreement signed by Greene Township to the contrary.

IN WITNESS WHEREOF, LIDA has caused this Deed of Dedication to be executed on its behalf by its duly authorized Board Chairperson this 22nd day of October, 2002.

Letterkenny Industrial Development Authority

By: John Redding
John Redding, Chairperson

STATE OF PENNSYLVANIA :
: 59
COUNTY OF FRANKLIN :

On this the 22nd day of OCTOBER, 2002, before me, a Notary Public in and for said State and County, the undersigned, personally appeared, John Redding, who acknowledged himself to be the Board Chairperson of the Letterkenny Industrial Development Authority and that as such Board Chairperson, being duly authorized to do so, executed the foregoing Deed of Dedication for the purposes therein contained by signing on behalf of the Letterkenny Industrial Development Authority.

Witness my hand and official seal the day, month and year aforesaid.



Cindy L. Lawver
NOTARY PUBLIC

Notarial Seal
Cindy L. Lawver, Notary Public
Greene Twp., Franklin County
My Commission Expires Sept. 22, 2003
Member, Pennsylvania Association of Notaries

Notarial Seal
Cindy L. Lawver, Notary Public
Greene Twp., Franklin County
My Commission Expires Sept. 22, 2003
Member, Pennsylvania Association of Notaries

ORIGINAL

PARCEL 2R-80
Coffey Avenue

Beginning at a point 30 feet from the centerline of Coffey Avenue, thence along the west margin of said Coffey Avenue, around a curve to the right through a central angle of 12 degrees 02 minutes 28 seconds having a radius of 580.00 feet, an arc distance of 121.89 feet, a chord bearing of North 44 degrees 42 minutes 15 seconds East a distance of 121.67 feet to a point; thence by the same, North 50 degrees 43 minutes 29 seconds East a distance of 806.22 feet to a point; thence by the same, around a curve to the right through a central angle of 05 degrees 19 minutes 21 seconds having a radius of 3030.00 feet, an arc distance of 281.48 feet, a chord bearing of North 53 degrees 23 minutes 10 seconds East a distance of 281.38 feet to a point; thence by the same, North 56 degrees 02 minutes 51 seconds East a distance of 843.10 feet to a point; thence by the same, around a curve to the left through a central angle of 00 degrees 52 minutes 52 seconds having a radius of 10970.00 feet, an arc distance of 168.72 feet, a chord bearing of North 55 degrees 36 minutes 24 seconds East a distance of 168.72 feet to a point; thence by the same and by Parcel 27, North 55 degrees 09 minutes 58 seconds East a distance of 487.93 feet to a point; thence continuing with the west margin of Coffey Avenue, around a curve to the left through a central angle of 18 degrees 44 minutes 17 seconds having a radius of 1020.00 feet, an arc distance of 333.58 feet, a chord bearing of North 45 degrees 47 minutes 50 seconds East a distance of 332.10 feet to a point; thence by the same, North 36 degrees 25 minutes 41 seconds East a distance of 584.19 feet to a point; thence by the same, around a curve to the left through a central angle of 09 degrees 24 minutes 41 seconds having a radius of 1110.00 feet, an arc distance of 182.33 feet, a chord bearing of North 31 degrees 43 minutes 21 seconds East a distance of 182.12 feet to a point; thence by the same, North 27 degrees 01 minutes 44 seconds East a distance of 195.32 feet to a point; thence by the same, around a curve to the right through a central angle of 35 degrees 54 minutes 05 seconds having a radius of 415.00 feet, an arc distance of 260.04 feet, a chord bearing of North 44 degrees 58 minutes 46 seconds East a distance of 255.80 feet to a point; thence by the same, North 62 degrees 55 minutes 49 seconds East a distance of 915.07 feet to a point; thence by the same, around a curve to the left through a central angle of 03 degrees 17 minutes 20 seconds having a radius of 2970.00 feet, an arc distance of 170.48 feet, a chord bearing of North 61 degrees 17 minutes 09 seconds East a distance of 170.46 feet to a point; thence by the same, North 59 degrees 38 minutes 29 seconds East a distance of 343.63 feet to a point; thence by the same, North 65 degrees 06 minutes 14 seconds East a distance of 854.33 feet to a point; thence by the same, around a curve to the right through a central angle of 07 degrees 31 minutes 60 seconds having a radius of 1030.00 feet, an arc distance of 135.43 feet, a chord bearing of North 68 degrees 52 minutes 14 seconds East a distance of 135.33 feet to a point; thence by the same, North 62 degrees 55 minutes 06 seconds East a distance of 624.00 feet to a point; thence by the same, around a curve to the right through a central angle of 01 degrees 00 minutes 53 seconds having a radius of 2030.00 feet, an arc distance of 35.95 feet, a chord bearing of North 63 degrees 25 minutes 32 seconds East a distance of 35.95 feet to a point; thence by the same, North 63 degrees 55 minutes 59 seconds East a distance of 328.19 feet to a point; thence along the west margin of Pa. Rte. 433, around a curve to the right through a central angle of 07 degrees 46 minutes 05 seconds having a radius of 929.93 feet, an arc distance of 126.08 feet, a chord bearing of South 17 degrees 09 minutes 15

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seconds East a distance of 125.98 feet to a set PK nail; thence by Parcel 2-1B, Parcel 2-2B, and with ~~the the~~ the east margin of Coffey Avenue, South 64 degrees 02 minutes 56 seconds West a distance of 577.87 feet to a point; thence by Parcel 2-2B and said margin of Coffey Avenue, around a curve to the right through a central angle of 08 degrees 44 minutes 37 seconds having a radius of 1730.00 feet, an arc distance of 264.00 feet, a chord bearing of South 68 degrees 25 minutes 14 seconds West a distance of 263.75 feet to a point; thence by the same, South 72 degrees 47 minutes 33 seconds West a distance of 249.08 feet to a point; thence by the same, around a curve to the left through a central angle of 07 degrees 41 minutes 19 seconds having a radius of 470.00 feet, an arc distance of 63.07 feet, a chord bearing of South 68 degrees 56 minutes 53 seconds West a distance of 63.02 feet to a point; thence by the same, South 65 degrees 06 minutes 14 seconds West a distance of 806.34 feet to a point; thence along said margin of Coffey Avenue and by Parcel 2-48, South 59 degrees 38 minutes 29 seconds West a distance of 340.76 feet to a point; thence by the same, around a curve to the right through a central angle of 03 degrees 17 minutes 20 seconds having a radius of 3030.00 feet, an arc distance of 173.93 feet, a chord bearing of South 61 degrees 17 minutes 09 seconds West a distance of 173.90 feet to a point; thence by Parcel 2-48, Parcel 2-49, and the east margin of Coffey Avenue, South 62 degrees 55 minutes 49 seconds West a distance of 915.07 feet to a point; thence by Parcel 2-49 and said margin of Coffey Avenue, around a curve to the left through a central angle of 35 degrees 54 minutes 05 seconds having a radius of 355.00 feet, an arc distance of 222.44 feet, a chord bearing of South 44 degrees 58 minutes 46 seconds West a distance of 218.82 feet to a point; thence by the same, South 27 degrees 01 minutes 44 seconds West a distance of 195.32 feet to a point; thence by the same, around a curve to the right through a central angle of 09 degrees 24 minutes 40 seconds having a radius of 1170.00 feet, an arc distance of 192.18 feet, a chord bearing of South 31 degrees 43 minutes 21 seconds West a distance of 191.96 feet to a point; thence by Parcel 2-49, Parcel 2-26B, Parcel 2-51, and said margin of Coffey Avenue, South 36 degrees 25 minutes 41 seconds West a distance of 584.19 feet to a point; thence by Parcel 2-51 and said margin of Coffey Avenue, around a curve to the right through a central angle of 18 degrees 44 minutes 17 seconds having a radius of 1080.00 feet, an arc distance of 353.21 feet, a chord bearing of South 45 degrees 47 minutes 50 seconds West a distance of 351.63 feet to a point; thence by Parcel 2-51, Parcel 2-53, and said margin of Coffey Avenue, South 55 degrees 09 minutes 58 seconds West a distance of 487.93 feet to a point; thence by Parcel 2-53 and said margin of Coffey Avenue, around a curve to the right through a central angle of 00 degrees 52 minutes 52 seconds having a radius of 11030.00 feet, an arc distance of 169.65 feet, a chord bearing of South 55 degrees 36 minutes 24 seconds West a distance of 169.64 feet to a point; thence by Parcel 2-53, Parcel 2-54, and said margin of Coffey Avenue, South 56 degrees 02 minutes 51 seconds West a distance of 843.10 feet to a point; thence by Parcel 2-54, Parcel 2-70, and said margin of Coffey Avenue, around a curve to the left through a central angle of 05 degrees 19 minutes 21 seconds having a radius of 2970.00 feet, an arc distance of 275.90 feet, a chord bearing of South 53 degrees 23 minutes 10 seconds West a distance of 275.80 feet to a point; thence by Parcel 2-70, Parcel 2-24B, and said east margin of Coffey Avenue, South 50 degrees 43 minutes 29 seconds West a distance of 806.22 feet to a set PK nail; thence by Parcel 2-24B and said margin of Coffey Avenue, around a curve to the left through a central angle of 12 degrees 02 minutes 28 seconds having a radius of 520.00 feet, an arc distance of 109.28 feet, a chord bearing of South 44 degrees 42 minutes 15 seconds West a distance of 109.08 feet to a point; thence North 51 degrees 18 minutes 58 seconds West a distance of 30.00 feet to a point in

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the centerline of Coffey Avenue; thence North 51 degrees 18 minutes 58 seconds West a distance of 30.00 feet to a point the Point of Beginning Containing 513096.0173 square feet or 11.7791 acres more or less.

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



Linda Miller
Linda Miller
Recorder of Deeds

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PARCEL 2R-81 G (3)
Technology Avenue

Beginning at an existing rebar 25 feet from the centerline of Innovation Way at a corner of Parcel 23, thence around a curve to the left through a central angle of 92 degrees 30 minutes 13 seconds having a radius of 40.00 feet, an arc distance of 64.58 feet, a chord bearing of North 69 degrees 49 minutes 35 seconds East a distance of 57.79 feet to an existing rebar; thence along the west margin of Technology Avenue and by Parcels 23, 2-62, 2-61, 2-60, and 2-59, North 23 degrees 34 minutes 28 seconds East a distance of 1955.03 feet to a set rebar; around a curve to the left through a central angle of 90 degrees 03 minutes 14 seconds having a radius of 40.00 feet, an arc distance of 62.87 feet, a chord bearing of North 21 degrees 27 minutes 09 seconds West a distance of 56.60 feet to a set rebar; thence along the south margin of Opportunity Avenue, South 66 degrees 28 minutes 46 seconds East a distance of 65.85 feet to a point; thence by the same, South 66 degrees 25 minutes 32 seconds East a distance of 64.99 feet to a point; thence around a curve to the left through a central angle of 90 degrees 00 minutes 00 seconds having a radius of 40.00 feet, an arc distance of 62.83 feet, a chord bearing of South 68 degrees 34 minutes 28 seconds West a distance of 56.57 feet to a point; thence along the east margin of Technology Avenue and by Parcels 2-63 and 2-64, South 23 degrees 34 minutes 28 seconds West a distance of 1959.79 feet to a set rebar; thence around a curve to the left through a central angle of 88 degrees 23 minutes 33 seconds having a radius of 40.00 feet, an arc distance of 61.71 feet, a chord bearing of South 20 degrees 37 minutes 19 seconds East a distance of 55.77 feet to a set rebar; thence along the north margin of Innovation Way, North 64 degrees 49 minutes 05 seconds West a distance of 63.01 feet to a point; thence by the same, thence North 63 degrees 55 minutes 19 seconds West a distance of 67.71 feet to an existing rebar the Point of Beginning Containing 103282.5208 square feet or 2.3710 acres more or less.

PARCEL 2R-81 G (2)
Technology Avenue

Beginning at a point 25 feet from the centerline of Opportunity Avenue, thence around a curve to the left through a central angle of 89 degrees 56 minutes 47 seconds having a radius of 40.00 feet, an arc distance of 62.79 feet, a chord bearing of North 68 degrees 32 minutes 50 seconds East a distance of 56.54 feet to a point; thence along the west margin of Technology Avenue, North 23 degrees 34 minutes 28 seconds East a distance of 374.44 feet to a point; thence by the same, around a curve to the right through a central angle of 12 degrees 23 minutes 04 seconds having a radius of 625.00 feet, an arc distance of 135.09 feet, a chord bearing of North 29 degrees 46 minutes 00 seconds East a distance of 134.83 feet to a point; thence by the same and with Parcels 25A, 2-50B, and 2-50, North 35 degrees 57 minutes 32 seconds East a distance of 1508.22 feet to a point; thence by the same and with Parcel 2-47, around a curve to the right through a central angle of 49 degrees 35 minutes 51 seconds having a radius of 365.05 feet, an arc distance of 316.01 feet, a chord bearing of North 60 degrees 45 minutes 28 seconds East a distance of 306.23 feet to a set PK nail; thence around a curve to the left through a central angle of 82 degrees 13 minutes 31 seconds having a radius of 40.00 feet, an arc distance of 57.40 feet, a chord bearing of North 44 degrees 26 minutes 38 seconds East a distance of 52.60 feet to a set PK nail; thence along the west margin of Advantage Avenue, South 03 degrees 19 minutes 52 seconds West a distance of 124.52 feet to a set rebar; thence around a curve to the left through a central angle of 104 degrees 38 minutes 10 seconds having a radius of 40.00 feet, an arc distance of 73.05 feet, a chord bearing of North 48 degrees 59 minutes 13 seconds West a distance of 63.31 feet to a set rebar; thence along the east margin of Technology Avenue and with Parcel 7, around a curve to the left through a central angle of 42 degrees 44 minutes 10 seconds having a radius of 340.00 feet, an arc distance of 253.60 feet, a chord bearing of South 57 degrees 19 minutes 37 seconds West a distance of 247.76 feet to a set rebar; thence by the same and with Parcel 7 and Parcel 6, South 35 degrees 57 minutes 32 seconds West a distance of 1508.22 feet to a point; around a curve to the left through a central angle of 12 degrees 23 minutes 04 seconds having a radius of 575.00 feet, an arc distance of 124.29 feet, a chord bearing of South 29 degrees 46 minutes 00 seconds West a distance of 124.04 feet to an existing PK nail; thence by the same, South 23 degrees 34 minutes 28 seconds West a distance of 374.38 feet to an existing PK nail; thence around a curve to the left through a central angle of 90 degrees 00 minutes 00 seconds having a radius of 40.00 feet, an arc distance of 62.83 feet, a chord bearing of South 21 degrees 25 minutes 32 seconds East a distance of 56.57 feet to an existing rebar; thence with the north margin of Opportunity Avenue, North 66 degrees 25 minutes 32 seconds West a distance of 65.01 feet to a point; thence by the same, North 66 degrees 28 minutes 46 seconds West a distance of 64.95 feet to a point, the Point of Beginning Containing 119,368 square feet or 2.7403 acres more or less.

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PARCEL 2R-81 G (1)
Technology Avenue

Beginning at a set rebar on the west side of Parcel LIDA (Rte. 433) and at the northeast corner of Parcel 2-36, thence with said Parcel 2-36, around a curve to the left through a central angle of 95 degrees 32 minutes 45 seconds having a radius of 40.00 feet, an arc distance of 66.70 feet, a chord bearing of North 38 degrees 58 minutes 22 seconds West a distance of 59.24 feet to a set rebar; thence with said Parcel 2-36 and the south margin of Technology Avenue, North 86 degrees 44 minutes 45 seconds West a distance of 31.02 feet to a point; thence by the same, North 77 degrees 39 minutes 18 seconds West a distance of 50.63 feet to a point; thence by the same, North 86 degrees 44 minutes 44 seconds West a distance of 47.97 feet to a point; thence by the same, North 80 degrees 05 minutes 15 seconds West a distance of 32.87 feet to a set rebar; thence by the same and with Parcel 2-38, North 86 degrees 40 minutes 04 seconds West a distance of 484.18 feet to a point on the west margin of Innovation Way; thence with the extension of said west margin of Innovation Way, North 03 degrees 20 minutes 44 seconds East a distance of 50.00 feet to a point; thence by Parcel 2-2B, Parcel 2, Parcel 2-1B, and the north margin of said Technology Avenue, South 86 degrees 40 minutes 04 seconds East a distance of 659.77 feet to a set rebar; thence by Parcel 2-1B, around a curve to the left through a central angle of 84 degrees 20 minutes 11 seconds having a radius of 40.00 feet, an arc distance of 58.88 feet, a chord bearing of North 51 degrees 09 minutes 50 seconds East a distance of 53.70 feet to a point; thence along the west side of Parcel LIDA (Rte. 433), South 08 degrees 59 minutes 46 seconds West a distance of 56.93 feet to a set PK nail; thence by the same, South 08 degrees 54 minutes 11 seconds West a distance of 75.37 feet to a point; thence by the same, around a curve to the left through a central angle of 00 degrees 05 minutes 51 seconds having a radius of 5774.79 feet, an arc distance of 9.84 feet, a chord bearing of South 08 degrees 50 minutes 56 seconds West a distance of 9.84 feet to a set rebar the Point of Beginning Containing 36880.0835 square feet or 0.8467 acres more or less.

PARCEL 2R-84
Innovation Way

Beginning at a point set rebar 30 feet from the centerline of Coffey Avenue, thence by Parcel 2-70, thence around a curve to the left through a central angle of 117 degrees 10 minutes 28 seconds having a radius of 40.00 feet, an arc distance of 81.80 feet, a chord bearing of South 07 degrees 51 minutes 44 seconds East a distance of 68.27 feet to a set rebar; thence by Parcel 2-70 and the north margin of Innovation Way, South 66 degrees 26 minutes 58 seconds East a distance of 80.71 feet to a point; thence by the same, South 64 degrees 14 minutes 05 seconds East a distance of 129.38 feet to a point; thence by the same and by Parcel 2-54, South 66 degrees 26 minutes 58 seconds East a distance of 124.24 feet to a point; thence along the north margin of Innovation Way, around a curve to the right through a central angle of 47 degrees 43 minutes 27 seconds having a radius of 300.00 feet, an arc distance of 249.88 feet, a chord bearing of South 42 degrees 35 minutes 15 seconds East a distance of 242.72 feet to a point; thence by the same, South 18 degrees 43 minutes 31 seconds East a distance of 262.75 feet to a point; thence by the same, around a curve to the left through a central angle of 45 degrees 11 minutes 51 seconds having a radius of 675.00 feet, an arc distance of 532.47 feet, a chord bearing of South 41 degrees 19 minutes 26 seconds East a distance of 518.77 feet to a point; thence by the same and by Parcel 23, South 63 degrees 55 minutes 19 seconds East a distance of 737.57 feet to a point; thence by said margin of Innovation Way and by Parcel 2-64, South 64 degrees 49 minutes 05 seconds East a distance of 441.94 feet to a point; thence by said margin of Innovation Way and by Parcel 2-67, Parcel 22, Parcel 2-68, Parcel 19, Parcel 31, Parcel 20, and Parcel 21, South 66 degrees 25 minutes 32 seconds East a distance of 2250.40 feet to a point; thence around a curve to the left through a central angle of 90 degrees 00 minutes 00 seconds having a radius of 35.00 feet, an arc distance of 54.98 feet, a chord bearing of North 68 degrees 34 minutes 28 seconds East a distance of 49.50 feet to a point; thence along the west margin of Innovation Way and by Parcel 2-46 and Parcel 2-44, North 23 degrees 34 minutes 28 seconds East a distance of 2040.41 feet to a point; thence along said west margin of Innovation Way and by Parcel 4, around a curve to the left through a central angle of 58 degrees 49 minutes 37 seconds having a radius of 417.79 feet, an arc distance of 428.95 feet, a chord bearing of North 05 degrees 50 minutes 21 seconds West a distance of 410.36 feet to an existing rebar; thence by the same, North 35 degrees 15 minutes 09 seconds West a distance of 188.61 feet to an existing rebar; thence by the same, around a curve to the right through a central angle of 38 degrees 29 minutes 35 seconds having a radius of 419.00 feet, an arc distance of 281.50 feet, a chord bearing of North 16 degrees 00 minutes 22 seconds West a distance of 276.23 feet to an existing PK nail; thence along said margin of Innovation Way and by Parcel 4 and Parcel 2-4B, North 03 degrees 14 minutes 26 seconds East a distance of 686.39 feet to a point; thence by Parcel 2-39 and the west margin of Innovation Way, North 03 degrees 20 minutes 44 seconds East a distance of 1374.38 feet to a point; thence along the south margin of Technology Avenue, South 86 degrees 40 minutes 04 seconds East a distance of 89.99 feet to a set rebar; thence by Parcel 2-38, around a curve to the left through a central angle of 89 degrees 59 minutes 14 seconds having a radius of 40.00 feet, an arc distance of 62.82 feet, a chord bearing of South 48 degrees 20 minutes 19 seconds West a distance of 56.56 feet to a set rebar; thence along the east margin of Innovation Way and by Parcel 2-38 and Parcel 2-40, South 03 degrees 20 minutes 44 seconds West a distance of 1334.36 feet to a point; thence with said

margin of Innovation Way and by Parcel 2-3B and Parcel 3, South 03 degrees 14 minutes 26 seconds West a distance of 686.34 feet to an existing PK nail; thence with said margin of Innovation Way and by Parcel 3, around a curve to the left through a central angle of 38 degrees 29 minutes 35 seconds having a radius of 369.00 feet, an arc distance of 247.91 feet, a chord bearing of South 16 degrees 00 minutes 22 seconds East a distance of 243.27 feet to an existing rebar; thence by the same, South 35 degrees 15 minutes 09 seconds East a distance of 186.29 feet to a point; thence with said margin of Innovation Way and by Parcel 3 and Parcel 2-3B, around a curve to the right through a central angle of 58 degrees 49 minutes 37 seconds having a radius of 467.79 feet, an arc distance of 480.29 feet, a chord bearing of South 05 degrees 50 minutes 21 seconds East a distance of 459.47 feet to a set PK nail; thence with said east margin of Innovation Way and by Parcel 2-36 and Parcel 2-37, South 23 degrees 34 minutes 28 seconds West a distance of 2040.41 feet to a set rebar; thence by Parcel 2-37, around a curve to the right through a central angle of 90 degrees 00 minutes 00 seconds having a radius of 85.00 feet, an arc distance of 133.52 feet, a chord bearing of South 68 degrees 34 minutes 28 seconds West a distance of 120.21 feet to a set rebar; thence along the south margin of Innovation Way and by Parcel 2-69, North 66 degrees 25 minutes 32 seconds West a distance of 2251.10 feet to a set rebar; thence by the same, North 64 degrees 49 minutes 05 seconds West a distance of 443.03 feet to a set rebar; thence by the same, North 63 degrees 55 minutes 19 seconds West a distance of 737.96 feet to a set rebar; thence by Parcel 2-69, Parcel 24, and said margin of Innovation Way, around a curve to the right through a central angle of 45 degrees 11 minutes 51 seconds having a radius of 725.00 feet, an arc distance of 571.91 feet, a chord bearing of North 41 degrees 19 minutes 27 seconds West a distance of 557.20 feet to an existing rebar; thence along said south margin of Innovation Way and by Parcel 24, North 18 degrees 43 minutes 31 seconds West a distance of 262.75 feet to an existing rebar; thence by the same, around a curve to the left through a central angle of 47 degrees 43 minutes 27 seconds having a radius of 250.00 feet, an arc distance of 208.24 feet, a chord bearing of North 42 degrees 35 minutes 15 seconds West a distance of 202.27 feet to an existing rebar; thence by the same, North 66 degrees 26 minutes 58 seconds West a distance of 403.54 feet to a point; thence by Parcel 2-24B, around a curve to the left through a central angle of 62 degrees 49 minutes 32 seconds having a radius of 40.00 feet, an arc distance of 43.86 feet, a chord bearing of South 82 degrees 08 minutes 16 seconds West a distance of 41.70 feet to a set PK nail; thence along the east margin of Coffey Avenue, North 50 degrees 43 minutes 29 seconds East a distance of 151.75 feet to a set rebar the Point of Beginning Containing 502160.8688 square feet or 11.5280 acres more or less.

PARCEL 2R-85
Opportunity Avenue

Beginning at a set rebar 30 feet from the centerline of Coffey Avenue, thence by Parcel 2-51, around a curve to the left through a central angle of 112 degrees 20 minutes 17 seconds having a radius of 40.00 feet, an arc distance of 78.43 feet, a chord bearing of South 01 degrees 00 minutes 09 seconds East a distance of 66.45 feet to a set rebar; thence by the same and with the north margin of Opportunity Avenue, around a curve to the left through a central angle of 09 degrees 18 minutes 29 seconds having a radius of 170.00 feet, an arc distance of 27.62 feet, a chord bearing of South 61 degrees 49 minutes 32 seconds East a distance of 27.59 feet to a point; thence by the same, South 66 degrees 28 minutes 46 seconds East a distance of 17.93 feet to a point; thence by the same, South 57 degrees 23 minutes 21 seconds East a distance of 31.65 feet to a set rebar; thence by Parcel 2-51, Parcel 2-52, and with the north margin of Opportunity Avenue, South 66 degrees 28 minutes 46 seconds East a distance of 936.66 feet to a set PK nail in the centerline of Technology Avenue; thence by Parcel 5, Parcel 8, Parcel 22, Parcel 9, Parcel 31, and with the north margin of Opportunity Avenue, South 66 degrees 25 minutes 32 seconds East a distance of 2682.44 feet to a point; thence around a curve to the left through a central angle of 99 degrees 54 minutes 26 seconds having a radius of 40.00 feet, an arc distance of 69.75 feet, a chord bearing of North 63 degrees 37 minutes 15 seconds East a distance of 61.24 feet to a point; thence along the west margin of Innovation Way, around a curve to the right through a central angle of 09 degrees 54 minutes 26 seconds having a radius of 417.79 feet, an arc distance of 72.24 feet, a chord bearing of South 18 degrees 37 minutes 15 seconds West a distance of 72.15 feet to a point; thence by the same, South 23 degrees 34 minutes 28 seconds West a distance of 65.00 feet to a set rebar; thence by Parcel 2-44, around a curve to the left through a central angle of 90 degrees 00 minutes 00 seconds having a radius of 40.00 feet, an arc distance of 62.83 feet, a chord bearing of North 21 degrees 25 minutes 32 seconds West a distance of 56.57 feet to a set rebar; thence by Parcel 2-44, Parcel 2-43, Parcel 2-42, Parcel 31, Parcel 16, Parcel 11, Parcel 22, Parcel 10, Parcel 2-10B, and with the south margin of Opportunity Avenue, North 66 degrees 25 minutes 32 seconds West a distance of 2688.05 feet to a set PK nail in the centerline of Technology Avenue; thence by Parcel 2-59, Parcel 2-58, and with said south margin of Opportunity Avenue, North 66 degrees 28 minutes 46 seconds West a distance of 1028.94 feet to a point; thence with said south margin of Opportunity Avenue, North 71 degrees 02 minutes 54 seconds West a distance of 18.83 feet to a point; thence by the same, North 66 degrees 28 minutes 46 seconds West a distance of 44.32 feet to a set rebar; thence by Parcel 2-53, around a curve to the left through a central angle of 58 degrees 21 minutes 15 seconds having a radius of 40.00 feet, an arc distance of 40.74 feet, a chord bearing of South 84 degrees 20 minutes 36 seconds West a distance of 39.00 feet to a set rebar; thence along the east margin of Coffey Avenue, North 55 degrees 09 minutes 58 seconds East a distance of 162.35 feet to a set rebar the Point of Beginning Containing 194243.5310 square feet or 4.4592 acres more or less.

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PARCEL 2R-86 G
Carbaugh Avenue

Beginning at a set rebar 25 feet from the centerline of Pennsylvania Avenue, thence around a curve to the left through a central angle of 76 degrees 32 minutes 26 seconds having a radius of 62.50 feet, an arc distance of 83.49 feet, a chord bearing of South 46 degrees 21 minutes 07 seconds East a distance of 77.42 feet to a set PK nail; thence by Parcel 33 and the north margin of Carbaugh Avenue, around a curve to the right through a central angle of 22 degrees 47 minutes 01 seconds having a radius of 125.00 feet, an arc distance of 49.71 feet, a chord bearing of South 73 degrees 13 minutes 49 seconds East a distance of 49.38 feet to a set PK nail; thence by Parcel 33, Parcel 2-72, Parcel 28, and with the north margin of Carbaugh Avenue, South 61 degrees 50 minutes 19 seconds East a distance of 2723.39 feet to a point; thence by Parcel 28, North 27 degrees 00 minutes 37 seconds East a distance of 4.00 feet to a point; thence by the same and with the north margin of Carbaugh Avenue, South 61 degrees 50 minutes 19 seconds East a distance of 85.44 feet to a point; thence by the same, South 66 degrees 24 minutes 53 seconds East a distance of 50.14 feet to a point; thence by the same, South 61 degrees 50 minutes 19 seconds East a distance of 46.42 feet to a point; thence around a curve to the left through a central angle of 67 degrees 26 minutes 12 seconds having a radius of 40.00 feet, an arc distance of 47.08 feet, a chord bearing of North 84 degrees 26 minutes 35 seconds East a distance of 44.41 feet to a point; thence along the west margin of Coffey Avenue, South 50 degrees 43 minutes 29 seconds West a distance of 162.43 feet to a point; thence around a curve to the left through a central angle of 112 degrees 33 minutes 47 seconds having a radius of 40.00 feet, an arc distance of 78.58 feet, a chord bearing of North 05 degrees 33 minutes 25 seconds West a distance of 66.54 feet to a point; thence along the south margin of Carbaugh Avenue, North 61 degrees 50 minutes 19 seconds West a distance of 48.15 feet to a point; thence by the same, North 53 degrees 14 minutes 38 seconds West a distance of 80.30 feet to a point; thence along the south margin of Carbaugh Avenue and by Parcel 2-71 and Parcel 34, North 61 degrees 50 minutes 19 seconds West a distance of 2715.28 feet to a point; thence by Parcel 34, around a curve to the left through a central angle of 20 degrees 17 minutes 42 seconds having a radius of 75.00 feet, an arc distance of 26.57 feet, a chord bearing of North 71 degrees 59 minutes 10 seconds West a distance of 26.43 feet to a set rebar; thence by the same, around a curve to the left through a central angle of 97 degrees 05 minutes 03 seconds having a radius of 40.00 feet, an arc distance of 67.78 feet, a chord bearing of South 49 degrees 19 minutes 28 seconds West a distance of 59.96 feet to a set PK nail; thence along the east margin of Pennsylvania Avenue, around a curve to the left through a central angle of 08 degrees 51 minutes 51 seconds having a radius of 925.00 feet, an arc distance of 143.10 feet, a chord bearing of North 03 degrees 38 minutes 59 seconds West a distance of 142.96 feet to a set rebar the Point of Beginning Containing 155,112 square feet or 3.5609 acres more or less.

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PARCEL 2R-87 G
Letterkenny Rd. West (Pennsylvania Avenue)

Beginning at a point 40 feet from the centerline of Pennsylvania Avenue, thence by Parcel 2-74 and along the west margin of said Pennsylvania Avenue, North 23 degrees 54 minutes 26 seconds East a distance of 76.71 feet to a set rebar; thence South 66 degrees 05 minutes 34 seconds East a distance of 10.80 feet to a point; thence by Parcel 2-74 and along the west margin of Pennsylvania Avenue, around a curve to the left through a central angle of 35 degrees 42 minutes 08 seconds having a radius of 875.00 feet, an arc distance of 545.23 feet, a chord bearing of North 00 degrees 21 minutes 48 seconds East a distance of 536.45 feet to a point; thence along the west margin of Pennsylvania Avenue, North 17 degrees 29 minutes 16 seconds West a distance of 718.47 feet to a point; thence by the same, around a curve to the right through a central angle of 00 degrees 04 minutes 16 seconds having a radius of 3025.00 feet, an arc distance of 3.75 feet, a chord bearing of North 17 degrees 27 minutes 09 seconds West a distance of 3.75 feet to a point; thence along the Letterkenny Township Line, thence North 39 degrees 22 minutes 09 seconds East a distance of 59.98 feet to a point; thence along the east margin of Pennsylvania Avenue, around a curve to the left through a central angle of 00 degrees 42 minutes 14 seconds having a radius of 2975.00 feet, an arc distance of 36.54 feet, a chord bearing of South 17 degrees 08 minutes 10 seconds East a distance of 36.54 feet to a point; thence with said margin of Pennsylvania Avenue and by Parcel 33, thence South 17 degrees 29 minutes 16 seconds East a distance of 718.47 feet to a set rebar; thence by the same ad by Parcel 2-34, around a curve to the right through a central angle of 36 degrees 00 minutes 39 seconds having a radius of 925.00 feet, an arc distance of 581.37 feet, a chord bearing of South 00 degrees 31 minutes 03 seconds West a distance of 571.85 feet to a set rebar; thence South 66 degrees 05 minutes 34 seconds East a distance of 18.97 feet to a point; thence along the west margin of Pennsylvania Avenue, South 23 degrees 54 minutes 26 seconds West a distance of 75.37 feet to a point; thence North 67 degrees 02 minutes 51 seconds West a distance of 80.01 feet to a point the Point of Beginning Containing 71177.9794 square feet or 1.6340 acres more or less.

I hereby certify that the precise address is:
Pa Box 215 Attention: Diann Weller
Scotland PA 17254-0215

Witness my hand this _____
day of _____ 20 _____.

Signature

LINDA MILLER
RECORDER OF DEEDS
FRANKLIN COUNTY

02 00 24 A 11:42.6

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RECORDED

APPENDIX D.9

PHASE II ROAD PARCEL LETTERKENNY TWP

Whereby CERTIFY that this document is recorded in the Recorder's Office of Franklin County, Pennsylvania

ORIGINAL



Linda Miller

Linda Miller
Recorder of Deeds

90993

41.50
RECORDED

03 JUN 11 P 1:42.1

LINDA MILLER
RECORDER OF DEEDS
FRANKLIN COUNTY

DEED OF DEDICATION

Letterkenny Industrial Development Authority ("LIDA"), a municipal authority organized and existing under the laws of the Commonwealth, in particular the Economic Development Financing Law, and having its principal offices at 220A Coffey Avenue, Chambersburg, Franklin County, Pennsylvania, does hereby dedicate to Letterkenny Township, Franklin County, Pennsylvania, for public purposes the road parcel presently laid out and described as set forth below. This tract is specifically described in Exhibit A attached hereto and is specifically depicted in Exhibit B attached hereto.

Tract 1 (Parcel Number 2R-87 (L)) – Letterkenny Road West (formerly Pennsylvania Avenue) beginning at the Township boundary (near the railroad tracks) and continuing through the intersection of Georgia Avenue (formerly Army) at Post #2 Ammunition Area. The centerline length is 2,513.43 feet.

Being part of the property which the United States of America, Department of the Army conveyed to LIDA by deed dated May 3, 2002 and recorded on June 25, 2002 in the Franklin County Recorder of Deeds Office at Deed Book 1904, Page 388. The associated survey is recorded in the Franklin County Recorder of Deeds Office at Deed Book 288H, Page 881, Parts 1-87.

The aforesaid LIDA does further dedicate to Letterkenny Township the utility and drainage easements shown on the above referenced subdivision plans, subject nevertheless to the maintenance requirement noted following and for themselves and subsequent owners of the land as shown on the same, they do hereby release Letterkenny Township from any damages caused by the construction, maintenance and operation involving the road, the utility and drainage easements over, under, in and among this subdivided area as shown on the referenced subdivision plan.

The foregoing notwithstanding, responsibility for maintenance of drainage facilities shall continue to be that of the individual property owners on whose land such facilities are located unless there is a specific agreement signed by Letterkenny Township to the contrary.

ORIGINAL

IN WITNESS WHEREOF, LIDA has caused this Deed of Dedication to be executed on its behalf by its duly authorized Board Chairperson this 6th day of June, 2003.

Letterkenny Industrial Development Authority

By: 
John Redding, Chairperson

STATE OF PENNSYLVANIA :
: ss
COUNTY OF FRANKLIN :

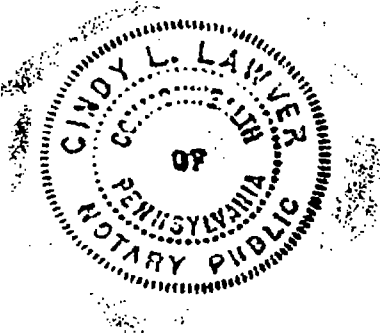
On this the 6th day of June, 2003, before me, a Notary Public in and for said State and County, the undersigned, personally appeared, John Redding, who acknowledged himself to be the Board Chairperson of the Letterkenny Industrial Development Authority and that as such Board Chairperson, being duly authorized to do so, executed the foregoing Deed of Dedication for the purposes therein contained by signing on behalf of the Letterkenny Industrial Development Authority.

Witness my hand and official seal the day, month and year aforesaid.


NOTARY PUBLIC

Notarial Seal
Cindy L. Lawver, Notary Public
Greene Twp., Franklin County
My Commission Expires Sept. 22, 2003
Member, Pennsylvania Association of Notaries

MWD/1119456



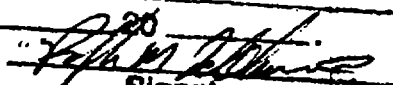
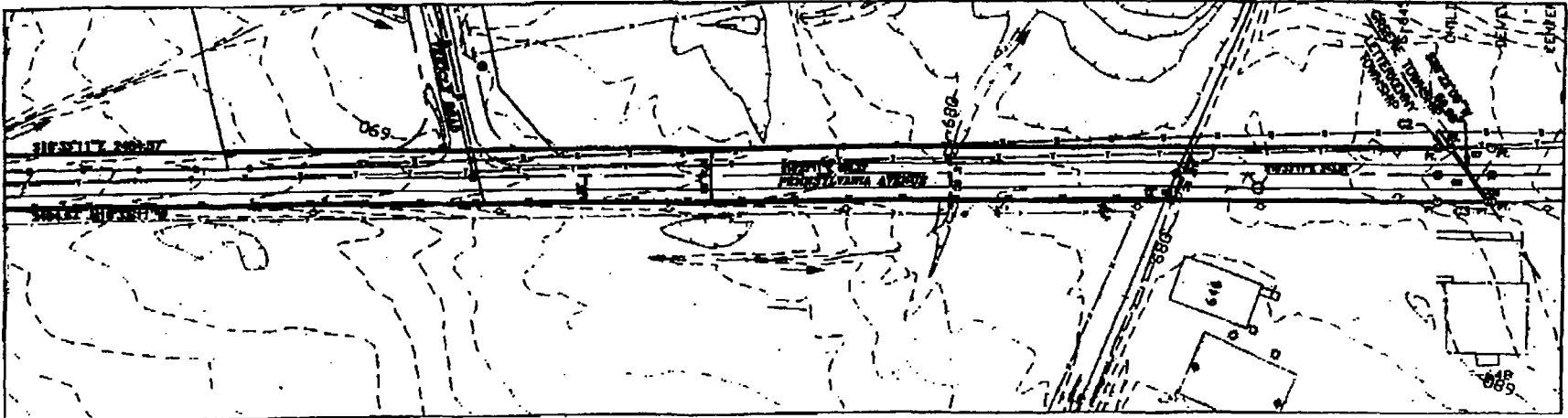
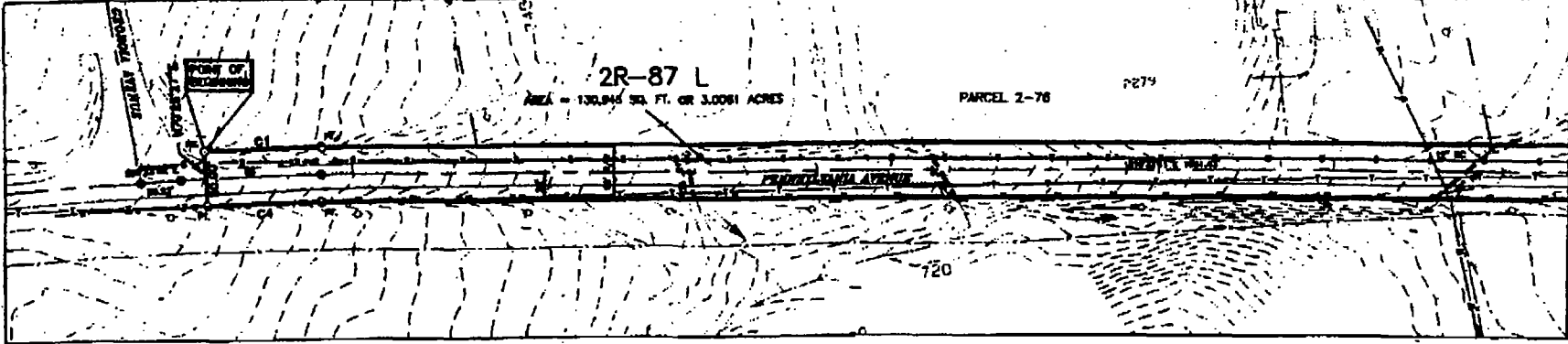
I hereby certify that the precise address is: Letter Kenny Township
4924 Orrstown Rd., Orrstown, PA 17244
Witness my hand this 20
day of 
Signature

EXHIBIT A

ORIGINAL

PARCEL 2R-87 L
Pennsylvania Avenue

Beginning at a point 25 feet from the centerline of Pennsylvania Avenue, thence along the east margin of said Pennsylvania Avenue, around a curve to the right through a central angle of 03 degrees 01 minutes 22 seconds having a radius of 2025.00 feet, an arc distance of 106.83 feet, a chord bearing of South 18 degrees 03 minutes 52 seconds East a distance of 106.82 feet to a point; thence along the east margin of Pennsylvania Avenue and by Parcel 2-76, South 16 degrees 33 minutes 11 seconds East a distance of 2484.57 feet to a point; thence with said margin of Pennsylvania Avenue around a curve to the left through a central angle of 00 degrees 13 minutes 52 seconds having a radius of 2975.00 feet, an arc distance of 12.00 feet, a chord bearing of South 16 degrees 40 minutes 07 seconds East a distance of 12.00 feet to a point; thence along the Greene Township Line, South 39 degrees 22 minutes 09 seconds West a distance of 59.98 feet to a point; thence along the west margin of Pennsylvania Avenue, around a curve to the right through a central angle of 00 degrees 51 minutes 50 seconds having a radius of 3025.00 feet, an arc distance of 45.61 feet, a chord bearing of North 16 degrees 59 minutes 06 seconds West a distance of 45.60 feet to a point; thence by the same, North 16 degrees 33 minutes 11 seconds West a distance of 2484.57 feet to a point; thence by the same around a curve to the left through a central angle of 03 degrees 01 minutes 22 seconds having a radius of 1975.00 feet, an arc distance of 104.19 feet, a chord bearing of North 18 degrees 03 minutes 52 seconds West a distance of 104.18 feet to a point; thence North 70 degrees 25 minutes 27 seconds East a distance of 50.00 feet to a point the Point of Beginning containing 130945 square feet or 3.0061 acres more or less.



MATCH LINE THIS SHEET

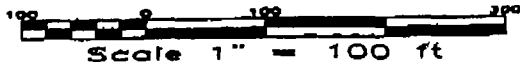
MATCH LINE THIS SHEET



REST ANGLE ASSOCIATES
771-322-2222

LETTERKING INDUSTRIAL DEVELOPMENT AUTHORITY
PHASE 2 LAND TRANSFER PLAN

STANDARD LETTERKING TOWNSHIP, FRANKLIN COUNTY, PA.



CURVE TABLE

STATIONING	CHORD	CHORD BEARING	CHORD	CHORD BEARING	CHORD
1+00.00	100.00	0.0000	100.00	0.0000	100.00
1+05.00	99.62	0.0000	99.62	0.0000	99.62
1+10.00	98.24	0.0000	98.24	0.0000	98.24
1+15.00	95.96	0.0000	95.96	0.0000	95.96
1+20.00	92.78	0.0000	92.78	0.0000	92.78
1+25.00	88.80	0.0000	88.80	0.0000	88.80
1+30.00	84.12	0.0000	84.12	0.0000	84.12
1+35.00	78.84	0.0000	78.84	0.0000	78.84
1+40.00	73.06	0.0000	73.06	0.0000	73.06
1+45.00	66.88	0.0000	66.88	0.0000	66.88
1+50.00	60.40	0.0000	60.40	0.0000	60.40
1+55.00	53.72	0.0000	53.72	0.0000	53.72
1+60.00	46.94	0.0000	46.94	0.0000	46.94
1+65.00	40.16	0.0000	40.16	0.0000	40.16
1+70.00	33.38	0.0000	33.38	0.0000	33.38
1+75.00	26.60	0.0000	26.60	0.0000	26.60
1+80.00	19.82	0.0000	19.82	0.0000	19.82
1+85.00	13.04	0.0000	13.04	0.0000	13.04
1+90.00	6.26	0.0000	6.26	0.0000	6.26
1+95.00	-0.52	0.0000	-0.52	0.0000	-0.52
2+00.00	-7.30	0.0000	-7.30	0.0000	-7.30

NOTES:
1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. THE CENTERLINE OF THE ROAD IS SHOWN BY A DASHED LINE.
3. THE RIGHT-OF-WAY BOUNDARIES ARE SHOWN BY SOLID LINES.
4. THE PROPOSED ROAD WIDTH IS 40 FEET.
5. THE PROPOSED ROAD CENTERLINE IS 20 FEET FROM EACH BOUNDARY.
6. THE PROPOSED ROAD CENTERLINE IS 10 FEET FROM THE CENTERLINE OF THE EXISTING ROAD.
7. THE PROPOSED ROAD CENTERLINE IS 5 FEET FROM THE CENTERLINE OF THE EXISTING ROAD.
8. THE PROPOSED ROAD CENTERLINE IS 2 FEET FROM THE CENTERLINE OF THE EXISTING ROAD.
9. THE PROPOSED ROAD CENTERLINE IS 1 FEET FROM THE CENTERLINE OF THE EXISTING ROAD.
10. THE PROPOSED ROAD CENTERLINE IS 0.5 FEET FROM THE CENTERLINE OF THE EXISTING ROAD.

NO.	DESCRIPTION	DATE	BY
1	PREPARED BY		
2	CHECKED BY		
3	APPROVED BY		
4	DATE		

2R-87 L

FOR OFFICIAL USE ONLY

DATE	BY	DATE	BY
7/8/87
8/7/87

APPENDIX D.10

PARCEL 2-34 B BELL DEED

ORIGINAL

Prepared By: Barley Snyder LLC
126 East King Street
Lancaster, PA 17602-2893
717.299.5201
Return To: Paul M. Browning, Esquire
126 East King Street
Lancaster, PA 17602-2893
Parcel ID#: N/A

RECORDED

2006 JUN -1 P 4: 21

LINDA MILLER
RECORDER OF DEEDS
FRANKLIN COUNTY, PA

1950

13816

AGREEMENT

THIS AGREEMENT made this 1st day of June, 2006, by and between LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY, a Pennsylvania non-profit municipal industrial development authority, having its principal office at 5121A Coffey Avenue, Chambersburg, Pennsylvania 17201 ("LIDA") and J. PRESTON BELL and REBECCA L. BELL, husband and wife, of Quifford Township, Franklin County, Pennsylvania ("Owner").

Background

By quitclaim deed dated June 1, 2006, LIDA has conveyed to Owner certain real estate located in Greene Township, Franklin County, Pennsylvania, as more fully described therein, which real estate includes Parcel 2-34B of Cumberland Valley Business Park ("Property").

The transfer of the Property took the form of a depth limited transfer to a vertical distance beginning at a point eight (8) feet below the surface and extending skyward in and over the Property.

The parties desire to provide for the transfer by LIDA to Owner of the subsurface parcel underlying the Property ("Subsurface Parcel") in the event such Subsurface Parcel is acquired by LIDA at any time in the future.

NOW, THEREFORE, intending to be legally bound, the parties hereto agree as follows:

1. At any time following the date hereof upon thirty (30) days prior notice given by LIDA to Owner, LIDA shall transfer to Owner, who shall accept such transfer, the Subsurface Parcel upon fulfillment of the following conditions:

ORIGINAL

(a) LIDA shall convey to Owner title to the Subsurface Parcel by delivery of a quitclaim deed, free and clear of all monetary liens or encumbrances.

(b) All remedial action necessary to protect human health and the environment with respect to any hazardous substances, as defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C.A. Section 9601 et seq. ("CERCLA"), remaining in the Subsurface Parcel has been taken by the Army, and the Army has conveyed the Subsurface Parcel subject to a CERCLA Section 120(h)(3) covenant benefiting LIDA and its successors-in-interest.

(c) The United States of America, acting by and through the Department of the Army, covenants that it shall, subject to the availability of appropriated funds, hold harmless, defend and indemnify LIDA and its successors, assigns, transferees, lenders and lessees as required by Section 330 of the Department of Defense Authorization Act of 1993, as amended.

2. Consideration for transfer of the Subsurface Parcel shall be One Dollar (\$1.00).

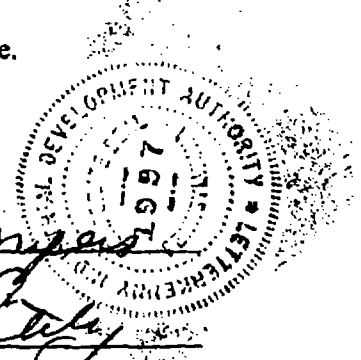
3. This Agreement shall be deemed a covenant running with the Property and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, this Agreement is executed on the above date.

LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY

By: Charles D. Simpson

Attest: [Signature]



A copy of this document is recorded in the Recorder's Office of Franklin County, Pennsylvania



Linda Miller

Linda Miller
Recorder of Deeds

J. Preston Bell
J. Preston Bell

Rebecca L. Bell
Rebecca L. Bell

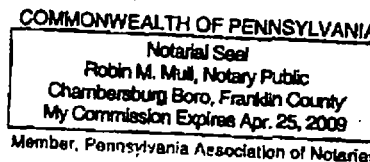
COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF FRANKLIN)

SS:

On this 1st day of June, 2006, before me, the undersigned officer, personally appeared Charles Myers, who acknowledged himself to be Chairman of the Letterkenny Industrial Development Authority, and that as such Chairman, being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of the Letterkenny Industrial Development Authority.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Robin M. Mull
Notary Public



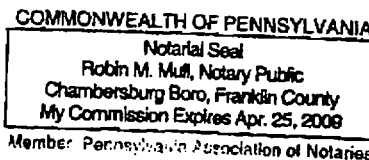
COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF FRANKLIN)

SS:

On this 1st day of June, 2006, before me, the undersigned officer, personally appeared J. Preston Bell and Rebecca L. Bell, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Robin M. Mull
Notary Public



ORIGINAL

APPENDIX D.11

PARCEL 2-72 WOODS CO. LIDA LEASE

LEASE AGREEMENT

This Lease Agreement (the "Lease") is made as of the 1 day of May, 2005, by and between LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY ("LIDA"), a Pennsylvania non-profit municipal industrial development authority, having its principal office at 5121A Coffey Avenue, Chambersburg, Pennsylvania 17201, and BARRY C. STUP, an adult individual, with a mailing address of 12 Locust Boulevard, Middletown, Maryland 21769 ("Tenant").

WITNESSETH THAT

WHEREAS, pursuant to the Defense Base Closure and Realignment Act of 1990, the military installation known as the Letterkenny Army Depot, Chambersburg, Pennsylvania ("LEAD"), is scheduled to be realigned;

WHEREAS, it is the intention of the United States, acting by and through the Department of the Army ("Army"), to retain certain portions of LEAD in order to complete the Army's ongoing mission ("Retained Property");

WHEREAS, pursuant to a letter dated August 2, 1997 from the Office of the Under Secretary of Defense, LIDA was granted the authority to oversee and implement the civilian reuse of those portions of LEAD scheduled to be realigned and transferred ("Transfer Parcels");

WHEREAS, pursuant to the terms of a Memorandum of Agreement dated November 5, 1998, the terms and conditions of the transfer of the Transfer Parcels to LIDA were established. (The Memorandum of Agreement together with all exhibits attached thereto is hereinafter referred to as the "MOA.") A copy of the MOA is on file at the offices of LIDA and available for review by Tenant;

WHEREAS, pursuant to the terms of a quitclaim deed dated May 3, 2002 and recorded in the Recorder's Office in and for Franklin County, Pennsylvania in Volume 1904, Page 388 ("Army Deed"), LIDA has acquired from the Army certain parcels of land within the Transfer Parcels, with buildings and improvements thereon (said land, buildings and improvements being collectively referred to as the "LIDA Premises");

WHEREAS, LIDA intends to lease a portion of the LIDA Premises ("Premises") to the Tenant pursuant to the terms and conditions hereinafter set forth;

WHEREAS, by sublease dated even date herewith ("Sublease"), LIDA has subleased to Tenant certain additional parcels of land within the Transfer Parcels as more fully described therein ("Sublease Premises"). To the extent applicable to the lease of the Premises, the terms of the Sublease are incorporated herein by reference;

WHEREAS, by license agreement dated even date herewith ("License"), LIDA has granted a license to Tenant for the use of an additional parcel of land within the Transfer Parcels as more fully described therein ("License Premises"). To the extent applicable to the lease of the Premises, the terms of the License are incorporated herein by reference; and

WHEREAS, by agreement of sale dated even date herewith ("Agreement of Sale"), Tenant has agreed to purchase the Premises, the Sublease Premises and contiguous property from LIDA. To the extent applicable to the lease of the Premises, the terms of the Agreement of Sale are incorporated herein by reference.

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

Section 1. Definitions

1.1 Definitions

The terms set forth below, as used in the Lease, shall have the following meanings:

(a) Original Address of LIDA

5121A Coffey Avenue
Chambersburg, Pennsylvania 17201

(b) Original Address of Tenant

12 Locust Boulevard
Middletown, Maryland 21769

(c) Permitted Uses

Those uses identified as permitted uses in the Light Industrial Zoning District of Greene Township, and for no other purpose whatsoever.

(d) Base Rent

The Base Rent payable hereunder shall be aggregated with the Base Rent payable under the Sublease and shall be determined in accordance with Exhibit D.

(e) Premises

Parcel 2-72 of Cumberland Valley Business Park as more fully shown on Exhibit A.

Tenant's use and enjoyment of the Premises shall at all times be together with and subject to all matters affecting use of the Premises set forth in paragraph 5 of the Agreement of Sale.

(f) Tenant

Barry C. Stup.

(g) Term

Five (5) years, beginning on the Term Commencement Date and ending at 12:00 midnight on the Termination Date.

(h) Term Commencement Date

May 1, 2005.

(i) Termination Date

Five (5) years from the Date of Occupancy, unless the Lease is terminated or renewed pursuant to the terms hereof.

(j) Renewal Option

Provided (i) Tenant is not in default under the provisions of this Lease, (ii) the Army Lease (as defined in the Sublease) has not been terminated by the Army in accordance with the terms therewith, and (iii) the terms of the Army Lease permit such renewal, Tenant shall have the option to renew the term of this Lease for (i) three (3) additional periods of five (5) years each and (ii) one additional period expiring on November 2, 2024, such renewal terms commencing immediately after expiration of the preceding term. Such renewal terms shall be under the same terms and conditions as are set forth for the original term. The renewal options shall be exercised by Tenant only by notice to LIDA given at least six (6) months prior to expiration of the then current term of the Lease.

Section 2. Premises, Lease Term, and Incorporation of MOA and Army Deed

2.1 Premises

LIDA does hereby lease to the Tenant, and the Tenant does hereby lease from LIDA, the Premises, in accordance with the terms of this Lease.

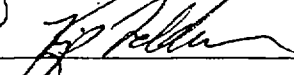
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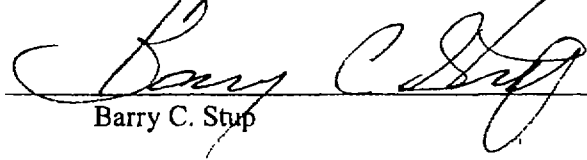
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IN WITNESS WHEREOF, this Lease is executed on the above date.

LETTERKENNY INDUSTRIAL
DEVELOPMENT AUTHORITY

By: 

Attest: 


Barry C. Stup

APPENDIX D.12

PARCEL 2-76 BUILDING 2279 LIDA LEASE

LEASE AGREEMENT

This Lease Agreement (the "Lease") is made as of the 1st day of June, 2002, by and between LETTERKENNY INDUSTRIAL DEVELOPMENT AUTHORITY ("LIDA"), a Pennsylvania non-profit municipal industrial development authority, having its principal office at 220A Coffey Avenue, Chambersburg, Pennsylvania 17201, and FRANKLIN COUNTY DISTRICT ATTORNEY'S OFFICE, with its principal office at 157 Lincoln Way East, Chambersburg, Pennsylvania 17201 ("Tenant").

WITNESSETH THAT

WHEREAS, pursuant to the Defense Base Closure and Realignment Act of 1990, the military installation known as the Letterkenny Army Depot, Chambersburg, Pennsylvania ("LEAD"), is scheduled to be realigned; and

WHEREAS, it is the intention of the United States, acting by and through the Department of the Army ("Army"), to retain certain portions of LEAD in order to complete the Army's ongoing mission ("Retained Property"); and

WHEREAS, pursuant to a letter dated August 2, 1997 from the Office of the Under Secretary of Defense, LIDA was granted the authority to oversee and implement the civilian reuse of those portions of LEAD scheduled to be realigned and transferred ("Transfer Parcels"); and

WHEREAS, pursuant to the terms of a Memorandum of Agreement dated November 5, 1998, the terms and conditions of the transfer of the Transfer Parcels to LIDA were established. (The Memorandum of Agreement together with all exhibits attached thereto is hereinafter referred to as the "MOA.") A copy of the MOA is on file at the offices of LIDA and available for review by Tenant; and

WHEREAS, pursuant to the terms of a quitclaim deed dated May 3, 2002 and recorded in the Recorder's Office in and for Franklin County, Pennsylvania in Volume 1904 , Page 388 ("Army Deed"), LIDA has acquired from the Army certain parcels of land within the Transfer Parcels, with buildings and improvements thereon (said land, buildings and improvements being collectively referred to as the "LIDA Premises"); and

WHEREAS, LIDA intends to lease a portion of the LIDA Premises ("Premises") to the Tenant pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows: