



EVIE RAFALKO MCNULTY  
Lackawanna County Recorder of Deeds  
Gateway Center  
135 Jefferson Avenue  
Scranton, Pennsylvania 18503

This is a certification page

\*\*\*This page is now part of this legal document - DO NOT DETACH\*\*\*



Recording:

Recording Fees - ROD	53.50
Cover/Index Page	2.00
Parcel Certification	10.00
State Writ Tax	0.50
County Improvement Fee	2.00
ROD Improvement Fee	3.00

INSTRUMENT #: 201509114

Receipt#: 245728  
Clerk: CG  
Rec Date: 06/16/2015 03:07:49 PM  
Doc Grp: D  
Descrip: ENVIRONMENTAL COVENANT  
Num Pgs: 25  
Rec'd Frm: TIM SEECHOCK

Total: 71.00  
\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

Party1: LOCKHEED MARTIN CORP  
Party2: PA COMMONWEALTH OF DEPT OF  
ENVIRONMENTAL PROTECTION  
Town: ARCHBALD BOROUGH

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



*Evelyn Rafalko McNulty*  
Evelyn Rafalko McNulty  
Recorder of Deeds

\*\* Information may change during the verification  
process and may not be reflected on this page.

Record and Return To:

TIM SEECHOCK  
LOCKHEED MARTIN  
459 KENNEDY DRIVE  
ARCHBALD PA 18403

## Environmental Covenant

When recorded, return to:  
Timothy Seechock  
Lockheed Martin Corporation  
459 Kennedy Drive, Archbald, Pennsylvania 18403

The County Parcel Identification No. of the Property is: Block 2500, Lot 000B

**GRANTOR:** Lockheed Martin Corporation

**PROPERTY ADDRESS:** 459 Kennedy Drive, Archbald, Pennsylvania 18403

### ENVIRONMENTAL COVENANT

This Environmental Covenant is executed pursuant to the Pennsylvania Uniform Environmental Covenants Act, Act No. 68 of 2007, 27 Pa. C.S. §§ 6501 – 6517 (UECA). This Environmental Covenant subjects the Property identified in Paragraph 1 to the activity and/or use limitations in this document. As indicated later in this document, this Environmental Covenant has been approved by the Pennsylvania Department of Environmental Protection (Department).

1. **Property Affected.** The property affected (Property) by this Environmental Covenant is located in Archbald Borough, Lackawanna County.

The latitude & longitude of the center of the Property is: 41.498398 N and -75.563988 W

The Property has been known by the following name(s): Lockheed Martin Missiles and Fire Control (LMMFC); Lockheed Martin Corporation, Lockheed Martin Tactical Defense Systems; Loral Control Systems; Sangamo, Incorporated; Sangamo Weston, Incorporated; Fairchild Weston Systems, Inc.; Weston Controls Division; Schlumberger-Fairchild; Weston Controls Division of Fairchild Weston Systems, Inc.  
The DEP Primary Facility ID# is 620826.

A complete description of the Property is attached to this Environmental Covenant as Exhibit A. A map of the Property is attached to this Environmental Covenant as Exhibit B. For the purposes of this Environmental Covenant, the former Waste Neutralization Building (WNB) site ("WNB Site") consists of approximately 0.05 acres situated within the approximately 143-acre Lockheed Martin Missiles and Fire Control Property.

2. **Property Owner / GRANTOR / GRANTEE.** Lockheed Martin Corporation is the owner of the Property and the GRANTOR and GRANTEE of this Environmental Covenant.

3. The mailing address of the owner is: 100 South Charles Street, Suite 1400, Baltimore, Maryland 21201.

4. **Description of Contamination & Remedy.**

Site operations historically included metal finishing. Wastewater generated from the metal finishing operations was pre-treated on-site in the facility's waste neutralization building (WNB). Remediation at the Property included the removal and off-site disposal of wastewater in 1992 and 2008, and impacted demolition debris and soil during the closure of the WNB in 2008. As a result of the operation of the WNB, the Property has been impacted by volatile organic compounds (VOCs) and metals in soil and VOCs in groundwater.

Soil characterization at the Property began in 1996, and continued through the closure for the WNB in 2008. Based on the analytical results collected during remedial investigation activities, subsurface soils (at depths greater than 2 feet below ground surface, bgs) impacted by VOCs and lead, and surface soils (less than 2 feet bgs) impacted with cadmium, are present at concentrations that exceed the saturated soil non-residential used aquifer soil to groundwater medium specific concentration in the former WNB Site area. The constituents of concern in soil include:

- 1,1-Dichloroethane (1,1-DCA)
- 1,1-Dichloroethene (1,1-DCE)
- cis-1,2-Dichloroethene (cis-1,2-DCE)
- Methylene Chloride (MC)
- Tetrachloroethene (PCE)
- 1,1,1-Trichloroethane (1,1,1-TCA)
- Trichloroethene (TCE)
- 1,2,4-Trimethylbenzene (1,2,4-TMB)
- 1,3,5-Trimethylbenzene (1,3,5-TMB)
- Vinyl Chloride
- Cadmium
- Lead

The surface soil non-residential used aquifer soil medium specific concentration (MSC) is met for cadmium; therefore, cadmium in surface soil does not pose a direct contact risk to on-site workers and no engineering control is required. Although the non-residential used aquifer soil to groundwater MSC for saturated soil is exceeded at this location, no impermeable cap is proposed for this isolated surface soil impact, and this area will remain landscaped with grass. The former WNB Site lies within the fenced LMMFC property, which maintains fencing around the operational area (within which the Site is located) as well as security personnel to limit access. This will limit access to the Site area soils. Attainment of a combination of the non-residential Statewide Health Standard (SHS) and non-numeric Site-Specific Standard (SSS) has been demonstrated for soils at the Site. Attainment of the non-residential SHS in soil has been achieved through remedial action (i.e., remediation of the WNB, followed by demolition of the WNB and removal of soil beneath the former WNB to the extent possible) and completion of a human health risk assessment for soils impacted above the non-residential used aquifer soil to groundwater pathway MSCs for saturated soil.

## Environmental Covenant

Both engineering and institutional controls will be used to manage residual subsurface soil impacts due to VOCs and metals in the WNB Site and to eliminate potential exposure pathways. The area of soil impacts will be documented through an environmental covenant. This environmental covenant precludes the future use of Site for residential purposes. In addition, an engineering control, in the form of an impermeable asphalt cap over the former WNB is currently in place and will be maintained to limit or minimize future migration of residual CVOCs and lead in subsurface soils. The presence of this asphalt pavement will also minimize infiltration of precipitation through the impacted soils.

Groundwater characterization at the Property began in 1996, and samples were collected from onsite groundwater monitoring wells at the WNB Site and the downgradient area surrounding the WNB Site since 2008. Based on the analytical results collected during remedial investigation activities (which included 10 consecutive quarterly groundwater sampling events between 2010 and 2012), fate and transport modeling was conducted with respect to the WNB Site and groundwater quality downgradient of this area. These groundwater characterization activities indicate that the majority of analyzed constituents are below their respective residential and non-residential SHS MSCs at the Property, with the exception of the following VOCs that exceed the non-residential SHS MSCs:

- Tetrachloroethene (PCE),
- Trichloroethene (TCE),
- Vinyl Chloride (VC), and
- 1,1,1-Trichloroethane (1,1,1-TCA).

A combination of residential SHS and non-numeric SSS has been attained for groundwater at the Property. In order to maintain compliance with the SSS, this Environmental Covenant will prohibit the use of groundwater at and beneath the Property for drinking water and agricultural use(s) without appropriate treatment and approval from the Department.

The characterization, attainment demonstration and remediation activities that have been completed at the Property are described in detail in the combined Act 2 Remedial Investigation Report, Remedial Action Report, and Final Report for the site prepared by H2M Associates, Inc. This report was approved by the Department on October 1, 2014. In addition, records pertaining to the contamination and remedy are located or available through EPA, Region III, 1650 Arch Street, Philadelphia, PA 19103.

### 5. Activity and Use Limitations.

The Property is subject to the following activity and use limitations, which Lockheed Martin Corporation its tenants, agents, employees and other persons under its control, shall abide by:

## Environmental Covenant

- a. The Property shall be restricted to use as non-residential property, as defined by the Pennsylvania Land Recycling and Environmental Remediation Standards Act, 35 P.S. §6026.103;
- b. Groundwater from beneath the Property shall not be used for drinking water and commercial agricultural use(s), including, but not limited to, irrigation of crops, watering of livestock, and food production, processing, or packaging without appropriate treatment and/or approval provided by the Department.
- c. An engineering control, in the form of an impermeable asphalt cap over the former WNB is currently in place and will be maintained to limit or minimize future migration of residual VOCs and lead in subsurface soils. The presence of this asphalt pavement will also minimize infiltration of precipitation through the impacted soils. The owner shall inspect the existing asphalt cap on a biennial basis to ensure that the integrity and protectiveness of the asphalt cap is maintained and provide a report consistent with paragraph 7, below, documenting the findings of the inspection to the Department.

6. **Notice of Limitations in Future Conveyances.** Each instrument hereafter conveying any interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of this Environmental Covenant.

7. **Compliance Reporting.** After written request by the Department or by the end of every other January following the Department's approval of this Environmental Covenant, the then current owner of the Property shall submit, to the Department, the EPA, and any Holder listed in Paragraph 3, biennial written documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. In addition, within 21 days after a) written request by DEP or EPA, b) transfer of title of the Property or of any part of the Property affected by this Environmental Covenant, c) noncompliance with paragraph 5 (Activity and Use Limitations), d) an application for a permit or other approval for any building or site work that could affect contamination on any part of the Property, the then current owner will send a report to the DEP, the EPA and any Holder. The report will state whether or not there is compliance with paragraph 5. If there is noncompliance, the report will state the actions that will be taken to assure compliance.

8. **Access by the Department and by the EPA.** In addition to any rights already possessed by the Department and by the EPA, this Environmental Covenant grants to the Department and to the EPA a right of reasonable access of the Property in connection with implementation or enforcement of this Environmental Covenant.

9. **Recording and Notification of Recording.** Within 30 days after the date of the Department's approval of this Environmental Covenant, the Grantor (Lockheed Martin Corporation) shall file this Environmental Covenant with the Recorder of Deeds for each County in which the Property is located, and send a file-stamped copy of this Environmental Covenant to the Department within 90 days of the Department's approval

## Environmental Covenant

of this Environmental Covenant. Within that time period, the Grantor (Lockheed Martin Corporation) also shall send a file-stamped copy to each of the following: Archbald Borough and Lackawanna County; the EPA, and any Holder listed in Paragraph 3.

### 10. Termination or Modification.

(a) This Environmental Covenant runs with the land unless terminated or modified in accordance with 27 Pa. C.S. §§ 6509 or 6510, or in accordance with this paragraph.

(b) This Environmental Covenant may be amended or terminated as to any portion of the Property that is acquired for use as state highway right-of-way by the Commonwealth provided that: (1) the Department waives the requirements for an environmental covenant and for conversion pursuant to 27 Pa. C.S. §6517 to the same extent that this Environmental Covenant is amended or terminated; (2) the Department determines that termination or modification of this Environmental Covenant will not adversely affect human health or the environment; and (3) the Department provides 30-days advance written notice to the current property owner, each holder, and, as practicable, each person that originally signed the Environmental Covenant or successors in interest to such persons.

(c) This Environmental Covenant shall terminate upon attainment, in accordance with 35 P.S. §§ 6026.101 – 6026.908, with an unrestricted use remediation standard for the above-described contamination at the Property. The Department must approve, in writing, of such termination.

(d) In accordance with 27 Pa. C.S. § 6510(a)(3)(i), Grantor hereby waives the right to consent to any amendment or termination of the Environmental Covenant by consent; it being intended that any amendment to or termination of this Environmental Covenant by consent in accordance with this Paragraph requires only the following signatures on the instrument amending or terminating this Environmental Covenant: (i) the Holder at the time of such amendment or termination; (ii) the then current owner of the Property and (iii) the Department.

### 11. EPA.

(a) Notification. The then current owner shall provide the EPA written notice of:

- (1) the pendency of any proceeding that could lead to a foreclosure as referred to in 27 Pa. C.S. § 6509(a)(4), within seven calendar days of the owner's receiving notice of the pendency of such proceeding;
- (2) any judicial action referred to in 27 Pa. C.S. § 6509(a)(5), within seven calendar days of the owner's receiving notice of such judicial action;
- (3) any judicial action referred to in 27 Pa. C.S. § 6509(b), within seven calendar days of the owner's receiving notice of such judicial action; and

## Environmental Covenant

- (4) termination or amendment of this Environmental Covenant pursuant to 27 Pa. C.S. § 6510, within seven calendar days of the owner's becoming aware of such termination or amendment.

(b) Enforcement. A civil action for injunctive or other equitable relief for violating this Environmental Covenant may be maintained by the EPA.

12. Department's and EPA's address. Communications with the Department and the EPA regarding this Environmental Covenant shall be sent to:

Pennsylvania Department of Environmental Protection  
Environmental Cleanup & Brownfields Program Manager (LRP)  
Northeast Regional Office  
2 Public Square  
Wilkes-Barre, PA 18701-1915

United States Environmental Protection Agency  
Region III  
Associate Director, Office of Pennsylvania Remediation  
Land and Chemical Division, 3LC30  
1650 Arch Street  
Philadelphia, PA 19103

13. Severability. The paragraphs of this Environmental Covenant shall be severable and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties.

LACKAWANNA COUNTY  
Certified Property Identification  
MUNI: 02

JUN 16 2015  
PIN: 09404 010 001  
USE: 7000 ASSESS VAL 1628101  
CLERK AN  
1000

Environmental Covenant

ACKNOWLEDGMENTS

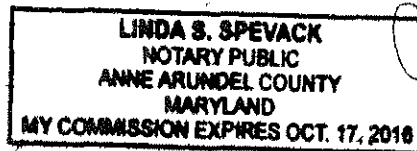
Date: 5/7/15 Lockheed Martin Corporation, Grantor  
By: Theresa B Shea  
Name: Theresa B Shea  
Title: General Counsel, LMCP

By: LMC Properties, Inc. Attorney-In-Fact  
Under Irrevocable Power of Attorney  
Effective July 28, 2010

COMMONWEALTH / STATE OF Maryland  
COUNTY OF Anne Arundel ) SS:

On this 7<sup>th</sup> day of May, 2015 before me, the undersigned officer, personally appeared Theresa Shea [Owner, Grantor] who acknowledged himself/herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Linda S. Spevack  
Notary Public



Environmental Covenant

Date: 5/7/15

Lockheed Martin Corporation, Grantee

By: Theresa B Shea

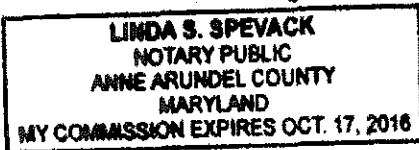
Name: Theresa B Shea

Title: General Counsel, LMCP

COMMONWEALTH / STATE OF Maryland )

COUNTY OF Anne Arundel ) SS:

On this 7<sup>th</sup> day of May, 2015 before me, the undersigned officer, personally appeared Theresa B Shea [Holder, Grantee] who acknowledged himself/herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same for the purposes therein contained.



In witness whereof, I hereunto set my hand and official seal.

Linda S. Spevack  
Notary Public

APPROVED, by Commonwealth of Pennsylvania, Department of Environmental Protection

Date: 5/20/15

By: Eric Supy

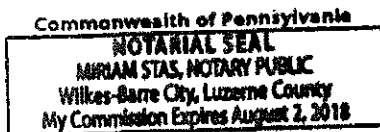
Name: Eric Supy

Title: ECB Manager

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF LuZerne ) SS:

On this 20<sup>th</sup> day of MAY, 2015, before me, the undersigned officer, personally appeared Eric Supy, who acknowledged himself/herself to be the ECB Manager [Title] of the Commonwealth of Pennsylvania, Department of Environmental Protection, Northeast Regional Office, whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same for the purposes therein contained.



In witness whereof, I hereunto set my hand and official seal.

Miriam Stas  
Notary Public

**EXHIBIT A – PROPERTY DESCRIPTION**  
**LEGAL DESCRIPTION AND**  
**DECEMBER 4, 2007 CORRECTIVE DEED**

## Exhibit A

October 29, 2014

### Lockheed Martin Missiles & Fire Control Covenant Area

All that certain area of land situate in the Borough of Archbald, Lackawanna County, Pennsylvania, bounded and described as follows:

Beginning at a point located at a corner of Manufacturing Building No. 2. The said corner is (135.47) feet northwest of the most southerly corner of Manufacturing Building No. 2 and N 02°00'39" W a distance of 1,642.13' from the most southerly corner of the lands of Lockheed Martin at the center of Kennedy Drive (State Road 1012);

Thence along the exterior wall line of Manufacturing Building No. 2 S 48°03'03" E a distance of 9.29' to a point;

Thence departing from said building wall line S 41°56'57" W a distance of 52.71' to a point;

Thence N 48°03'03" W a distance of 51.91' to a point on the northeasterly side of a fenced in area;

Thence partially along said fence line N 41°56'57" E a distance of 27.28' to a point;

Thence N 48°03'03" W a distance of 304.35' through an enclosed walkway to a point;

Thence N 41°56'57" E a distance of 55.35' crossing a paved walkway and a concrete pad to a point on the exterior wall line of Manufacturing Building No. 2;

Thence along said building wall line and through the aforementioned enclosed walkway S 48°03'03" E a distance of 346.98' to a point at a corner of said building;

Thence along the exterior wall line of said building S 41°56'57" W a distance of 29.92' to the place of beginning;

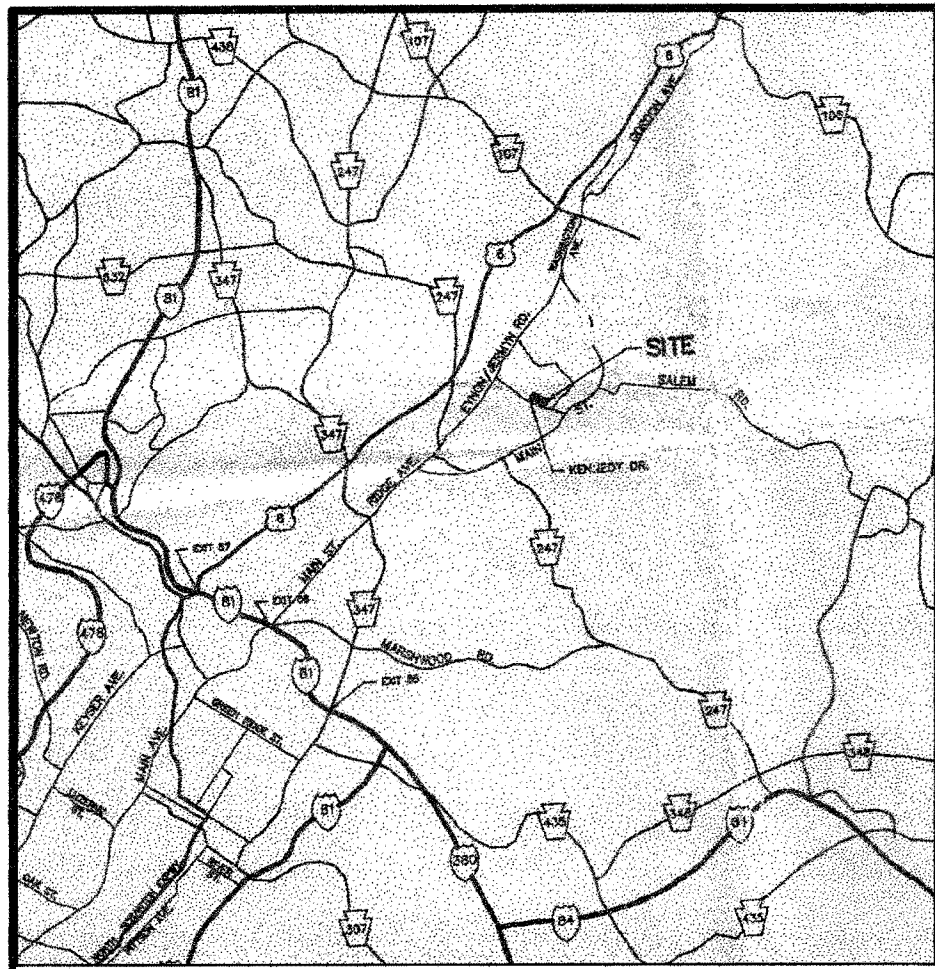
Containing: 0.479 acres of land or  
20,857 square feet.

Note:

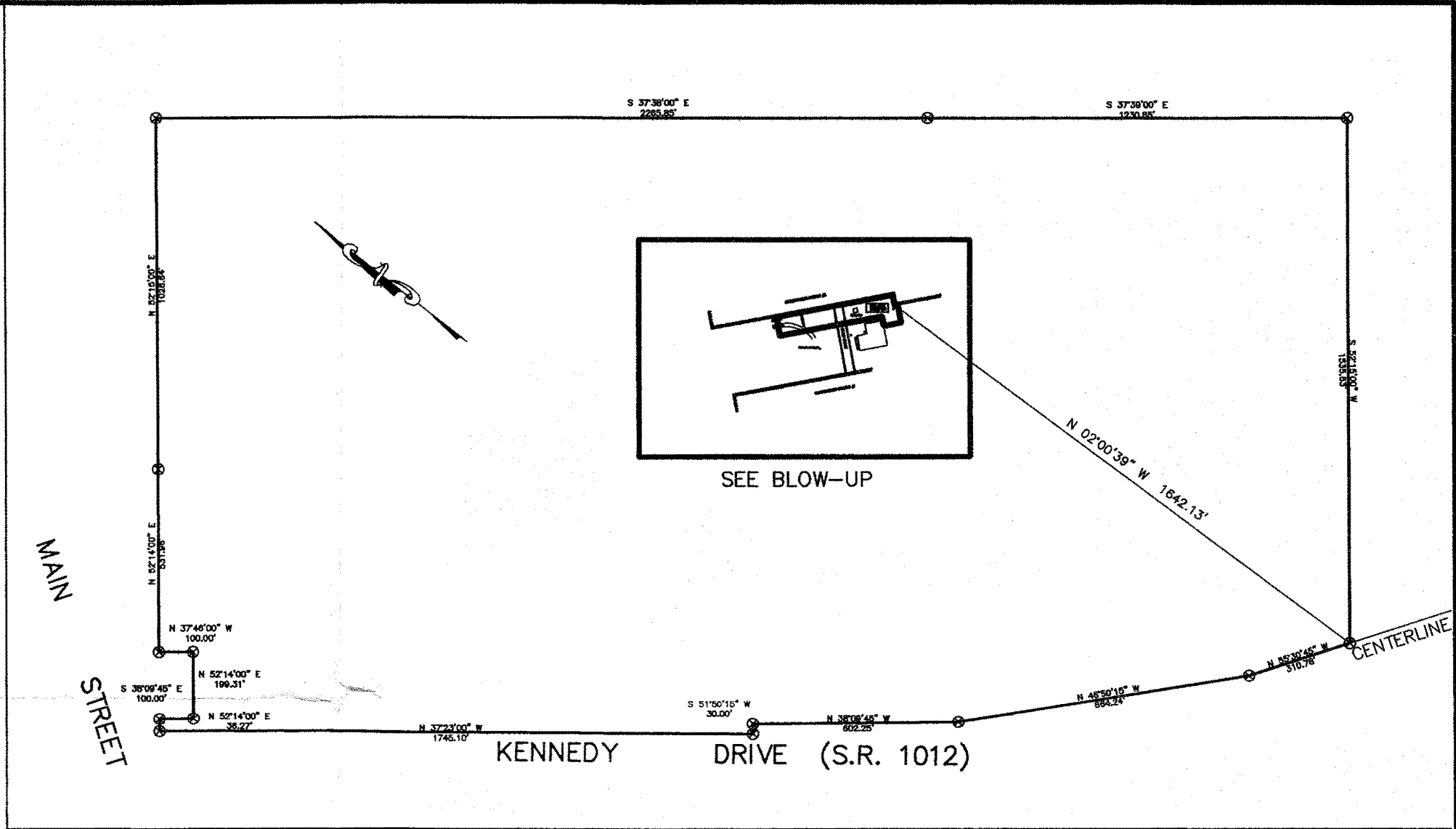
1. Bearings and distances are based on a map titled "Boundary Survey Showing Lands of Loral Corporation" by T.A. Dunda Associates dated September 25, 1989.

1374H2Mdesc

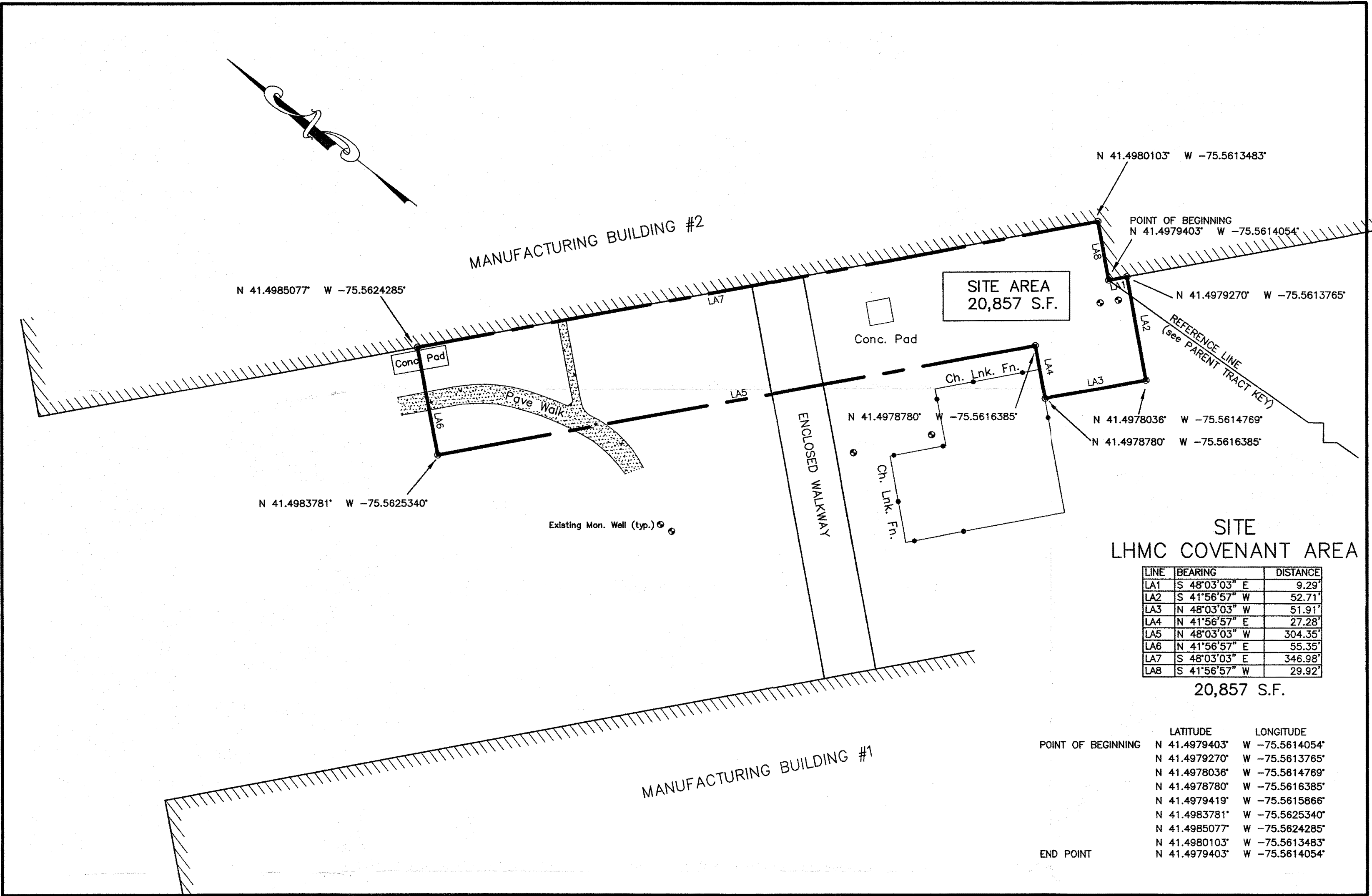
## **EXHIBIT B – PROPERTY MAP**



VICINITY MAP



PARENT TRACT KEY  
(see note)



BLOW-UP

NOTES:  
1. Boundary lines shown are based on a map titled "BOUNDARY SURVEY - SHOWING LANDS OF LORAL CORPORATION" Archbold Boro., Lackawanna Co., Pa. by T.A. Dunda Associates on 9/25/89.

LOCKHEED MARTIN MISSILES  
and FIRE CONTROL

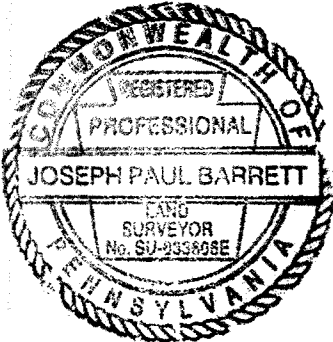
LHMC COVENANT AREA

Archbold, Lack. Co., Pa.



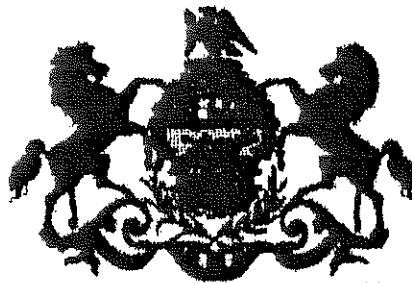
Barrett  
Surveying &  
Mapping  
RR #1, Box 1172  
Carbondale, Pennsylvania 18407  
phone (570) 222 - 5717

SURVEYED: Sept., 2014  
For certification of this drawing the signature above  
must be imprinted by the surveyor's embossed seal.



DRAWN BY:	JPB	DATE:	10/30/14
CHECKED BY:	RG	DRAWING NO:	1374H2MLHEEDM
JOB NO.:	2014.1374	SHEET	1 OF 1

EXHIBIT C



EVIE RAFALKO McNULTY  
LACKAWANNA COUNTY RECORDER OF DEEDS  
Scranton Electric Building  
507 Linden Street  
Scranton, Pennsylvania 18503  
(570) 963-8775

Instrument Number - 200733022

Recorded On 12/4/2007 At 11:36:33 AM

\* Total Pages - 12

\* Instrument Type - DEED - CORRECTIVE

Invoice Number - 94716

User - EN

\* Grantor - LOCKHEED MARTIN CORP

\* Grantee - LOCKHEED MARTIN CORP

\* Customer - ABRAHAMSEN MORAN & CONABOY

\* FEEs

STATE WRIT TAX	\$0.50
STATE JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES - RECORDER OF DEEDS	\$17.00
AFFORDABLE HOUSING	\$13.00
PARCEL CERTIFICATIONS	\$10.00
COUNTY IMPROVEMENT FEE	\$2.00
ROD IMPROVEMENT FEE	\$3.00
TOTAL PAID	\$55.50

This is a certification page

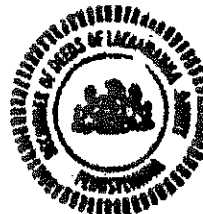
**DO NOT DETACH**

This page is now part  
of this legal document.

RETURN DOCUMENT TO:

ABRAHAMSEN MORAN & CONABOY  
1006 PITTSTON AVE  
SCRANTON, PA 18505  
ATTN: BOX 106

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



Evelyn Rafalko McNulty  
Recorder of Deeds

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

01DBFF



**Prepared By and Return to:**  
Martin J. Doyle, Esquire  
Saul Ewing LLP  
Centre Square West  
1500 Market Street, 38<sup>th</sup> Floor  
Philadelphia, PA 19102  
(215) 972-8696

**PIN #09404-010-001**

**LACKAWANNA COUNTY  
CERTIFIED PROPERTY IDENTIFICATION**

MUNI: 02  
PIN: 09404 010 001  
USE: 4000 ASSESS VAL: 532 336  
DATE: 12/4/07 AN  
/0.00 CLERK

**CONFIRMATORY DEED**

**THIS CONFIRMATORY DEED** is made the 29<sup>th</sup> day of OCTOBER in the year Two Thousand Seven (2007) between **Lockheed Martin Corporation**, a Maryland corporation, successor by merger to Weston Instruments, Inc., a Delaware corporation (hereinafter called the Grantor), of the one part, and **Lockheed Martin Corporation**, a Maryland corporation (hereinafter called the Grantee), of the other part.

**WITNESSETH**, that the Grantor, for and in consideration of the sum of **One Dollar (\$1.00)** lawful money of the United States of America, unto it well and truly paid by the Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain and sell, alien, enfeoff, release and confirm unto the Grantee its successors and assigns,

**ALL THAT CERTAIN** lot or parcel of land situate in Archbald Borough, Lackawanna County, Commonwealth of Pennsylvania, bounded and described as set forth in that certain Deed from Schlumberger Technology Corporation, a Texas corporation, formerly known as Weston Instruments, Inc. dated November 1, 1965 and recorded in the Lackawanna County Recorder of Deeds Office in Deed Book 622, page 360, to Weston Instruments, Inc., a Delaware corporation, in fee, and further described on Exhibit "A" attached hereto and made a part hereof.

**AND** in 1989, Schlumberger Technology Corporation, a Texas corporation, sold Weston Instruments, Inc., a Delaware corporation, to Loral Corporation, a New York corporation.

**AND** Loral Corporation, a New York corporation and LAC Acquisition Corporation, by Certificate of Merger filed in Department of State of New York on April 24, 1996 merged into Loral Corporation, and changed its name to Lockheed Martin Tactical Systems, Inc., a New York corporation.

**AND** Lockheed Martin Tactical Systems, Inc., a New York corporation, by Articles of Merger filed with the Maryland State Department of Assessments and Taxation on June 30, 1997, merged with and into Lockheed Martin Corporation, a Maryland corporation.

**UNDER AND SUBJECT** to all covenants, conditions, restrictions, easements, rights of way, reservations, agreements, liens, exceptions, and other encumbrances of record, to the extent still valid, subsisting and enforceable.

**TOGETHER** with all and singular the improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the Grantor, in law, equity, or otherwise howsoever, of, in and to the same and every part thereof.

**TO HAVE AND TO HOLD** the said lot or piece of ground above described hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the Grantee, its successors and assigns, to and for the only proper use and behoof of the Grantee, its successors and assigns forever.

**UNDER AND SUBJECT**, as aforesaid.

**AND** the Grantor, for itself and its successors and assigns, does covenant, promise and agree, to and with the Grantee, its successors and assigns, by these presents, that it, the Grantor, and its successors and assigns, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the Grantee, its successors and assigns, against the Grantor and its successors and assigns, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it or any of them, shall and will, subject as aforesaid, WARRANT and forever DEFEND.



**THIS CONFIRMATORY DEED IS BEING EXECUTED AND RECORDED FOR THE SOLE PURPOSE OF CONFIRMING THE NAME OF THE CURRENT OWNER OF THE PROPERTY.**

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal. Dated the day and year first above written.

(Corporate Seal)

**LOCKHEED MARTIN  
CORPORATION**

By: LMC Properties, Inc., Attorney in  
Fact under Irrevocable Power of Attorney  
Dated November 11, 2004

Attest:

By: Theresa B Shea  
Print Name: Theresa B Shea  
Title: Secretary

By: [Signature]  
Print Name: JOSEPH DAY  
Title: SR. VICE PRESIDENT

STATE OF Maryland :

COUNTY OF Baltimore :

SS

On this 29<sup>th</sup> day of OCTOBER, 2007, before me a Notary Public in and for the above state and county, personally appeared JOSEPH DAY, who acknowledged him/herself to be the SR. MANAGER, REAL ESTATE of LMC Properties, Inc., Attorney in Fact under Irrevocable Power of Attorney dated November 11, 2004 for **Lockheed Martin Corporation**, a Maryland corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by him/herself as such officer.

In Witness Whereof, I hereunto set my hand and official seal.

Nancy L. Sharf [SEAL]  
Notary Public


My Commission Expires:

10-28-11

### Certification of Address

I hereby certify that the mailing address of the within-named Grantee is:

~~459 Kennedy Drive~~ 100 South Charles Street  
~~Archbald, PA 18403~~ Suite 1400  
Baltimore MD 21201

  
\_\_\_\_\_  
Attorney or Agent on behalf of the Grantee

## **Exhibit "A"**

### **Legal Description**

The surface or right of soil of and in all that certain piece of parcel of land, together with the buildings and improvements to be erected thereon, situate, lying and being in the Borough of Archbald, County of Lackawanna and State of Pennsylvania, bounded and described as follows:

BEGINNING at a cut stone monument at the common corner of the Ann Dilly, Mary Dilly, Nathan Wade and John Pruden Warrants, being a corner of lands now or late of Peter T. Miller and Harvey Hackle, thence North 52 degrees and 15 minutes East along said Mary Dilly Warrant, being also along said lands of said Hackley 1025.95 feet to a cut stone corner, the West corner of lands now or late of Evan Morgan and William Maxey; thence South 37 degrees and 38 minutes East along said lands of said Morgan and Maxey 2269.3 feet to a cut stone corner; thence South 37 degrees and 39 minutes East still along said lands of said Morgan and Maxey, 1230.85 feet to a cut stone corner; thence South 52 degrees and 15 minutes West running across part of the Nathan Wade Warrant and part of the John Prudent Warrant, being along other lands of said Pennsylvania Coal Company 1815.2 feet to a cut stone corner in the Northeasterly line of lands now or late of William M. Davis; thence North 37 degrees and 23 minutes West along said lands of William W. Davis, 3500 feet to a stone monument corner the Northerly corner of said Davis' land, in line of said Ann Dilly Warrant; thence North 52 degrees and 14 minutes East along said Ann Dilly Warrant, being also along aforesaid lands now or late of said Peter T. Miller, 773.6 feet to the place of beginning. Containing 145.22 acres, more or less. All bearings as the needle pointed November, 1950.

EXCEPTING therefrom that part of the public highway running from Eynon to Kelly's Corners, so-called, in Archbald Borough lying within the area above-described.

HAVING PIN #09404-010-001.



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
BUREAU OF INDIVIDUAL TAXES  
PO BOX 280803  
HARRISBURG PA 17128-0803

# REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

## RECORDER'S USE ONLY

State Tax Paid \_\_\_\_\_

Book Number \_\_\_\_\_

Page Number \_\_\_\_\_

Date Recorded \_\_\_\_\_

Inst. # 200733022  
12-4-07

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: **LEASE ADMINISTRATOR, LMC PROPERTIES, INC.** Telephone Number: **410-468-1057**  
Street Address: **100 S. CHARLES STREET #1400** City: **BALTIMORE** State: **MD** Zip Code: **21201**

### B. TRANSFER DATA

### Date of Acceptance of Document

Grantor(s)/Lessor(s) <b>Lockheed Martin Corporation</b>		Grantee(s)/Lessee(s) <b>Lockheed Martin Corporation</b>	
Street Address <b>458 Kennedy Drive</b>		Street Address <b>459 Kennedy Drive</b>	
City <b>Archbald</b>	State <b>PA</b>	City <b>Archbald</b>	State <b>PA</b>
Zip Code <b>18403</b>		Zip Code <b>18403</b>	

### C. PROPERTY LOCATION

Street Address <b>459 Kennedy Drive</b>		City, Township, Borough <b>Borough of Archbald</b>	
County <b>Lackawanna</b>	School District <b>Valley View</b>	Tax Parcel Number <b>09404-010-001</b>	

### D. VALUATION DATA

1. Actual Cash Consideration <b>1.00</b>	2. Other Consideration <b>+ 0.00</b>	3. Total Consideration <b>= 1.00</b>
4. County Assessed Value <b>1,532,336.00</b>	5. Common Level Ratio Factor <b>X 7.09</b>	6. Fair Market Value <b>= 10,864,262.00</b>

### E. EXEMPTION DATA

1a. Amount of Exemption Claimed <b>10,864,262.00</b>	1b. Percentage of Interest Conveyed <b>100%</b>
---------------------------------------------------------	----------------------------------------------------

### 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

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



DBK nbr.822 - pg.361

361

FOURTH with the following rights of way, easements, rights, privileges and authorities to-wit:

1. A perpetual right of way and easement and any and all rights, privileges and authority granted to Deyburn, Incorporated, a New Jersey corporation, for the construction and maintenance of a two (2) inch (15") sanitary sewer line upon and across certain premises in the Borough of Archbald, Pennsylvania, as described and conveyed by Archbald Suburban Association to Deyburn, Incorporated, a New Jersey corporation, in deed dated February 20, 1952, recorded in the Office of the Recorder of Deeds in and for Lackawanna County, Pennsylvania, in deed Book 554, page 555, reference to which is here made for the description and terms thereof as if fully set forth herein but subject to the express covenants, conditions, restrictions, limitations and reservations set forth in said agreement; all of which the said Grantor hereby by the delivery and acceptance hereof agrees to keep, perform and observe;

2. A perpetual right of way and easement and any and all rights, privileges and authority granted to Deyburn, Incorporated, a New Jersey corporation, for the construction and maintenance of a two (2) inch (15") sanitary sewer line upon and across certain premises in the Borough of Archbald, Pennsylvania, as described and conveyed by Archbald Suburban Association to Deyburn, Incorporated, a New Jersey corporation, in deed dated December 20, 1952, and recorded in the Office of the Recorder of Deeds in and for Lackawanna County, Pennsylvania, in deed Book 554, page 556, reference to which is here made for the description and terms thereof as if fully set forth herein but subject to the express covenants, conditions, restrictions, limitations and reservations set forth in said deed; all of which the said Grantor hereby by the delivery and acceptance hereof agrees to keep, perform and observe;

3. A perpetual right of way and easement and any and all rights, privileges and authority granted to Deyburn, Incorporated, a New Jersey corporation, to construct, operate and maintain a two (2) inch (15") sanitary sewer line upon and across certain streets and areas in the Borough of Archbald, Pennsylvania, as described and conveyed by the Borough of Archbald, Pennsylvania, to Deyburn, Incorporated, a New Jersey corporation, in deed dated November 10, 1950, and recorded in the Office of the Recorder of Deeds in and for Lackawanna County, Pennsylvania, in deed Book 554, page 557, reference to which is here made for the description and terms thereof as if fully set forth herein but subject to the express covenants, conditions, restrictions, limitations and reservations set forth in said agreement; all of which the said Grantor hereby by the delivery and acceptance hereof agrees to keep, perform and observe;

4. Any and all rights, privileges and authority retained by, and/or granted to Deyburn, Incorporated, a New Jersey corporation, under agreement dated November 20, 1950, between the Borough of Archbald and Deyburn, Incorporated, a New Jersey corporation, concerning the construction, maintenance and lease of a sanitary sewer line upon and across certain streets and areas in said Borough which agreement is recorded in the Office of the Recorder of Deeds in and for Lackawanna County, Pennsylvania, in deed Book 554, page 558, reference to which is here made for the description and terms thereof as if fully set forth herein but subject to the express covenants, conditions, restrictions, limitations and reservations set forth in said agreement; all of which the said Grantor hereby by the delivery and acceptance hereof agrees to keep, perform and observe; and

5. A perpetual right of way and easement and any and all rights, privileges and authority granted to Deyburn, Incorporated, a New Jersey corporation, for the construction and maintenance of a two (2) inch (15") sanitary sewer line upon and across certain premises in the Borough of Archbald, Pennsylvania, as described and conveyed by Archbald Suburban Association to Deyburn, Incorporated, a New Jersey corporation, in deed dated December 20, 1952, which deed is recorded in the Office of the Recorder of Deeds in and for Lackawanna County, Pennsylvania, in deed Book 554, page 556, reference to which is here made for the description and terms thereof as if fully set forth herein but subject to the express covenants, conditions, restrictions, limitations and reservations set forth in said agreement; all of which the said Grantor hereby by the delivery and acceptance hereof agrees to keep, perform and observe.

AND also all the rights, title and interest of the said Grantor in and to all pipelines, water, electric, sewer, telephone, gas and cable lines, and all other property or rights in the County of Lackawanna, Commonwealth of Pennsylvania, and any and all interests therein and appurtenances thereto, as being included by this conveyance to cover and transfer to the said Grantee all such property and interest therein and appurtenances thereto located in said County of Lackawanna owned by the said Grantor.

Said 100% share or parcel of land and all rights of way, easements and other rights, privileges and authorities granted hereby being the same conveyed by Deyburn, Incorporated, a New Jersey corporation, by deed dated February 1, 1953, and recorded in the Office of the Recorder of Deeds in and for the County of Lackawanna, Commonwealth of Pennsylvania, in deed Book 555, page 559 to Deyburn, Incorporated, a New Jersey corporation, the Grantor hereby, which latter conveyance by Amendment to its Articles of Incorporation duly filed in the Office of the Secretary of the State of Pennsylvania April 14, 1954, amended its name to Nation Industries, Inc.

BY THIS DEED the said Grantor does not sell, convey, transfer, include or insure the title to the land and right of support underneath the surface of the land described or situated in hereof and the owner or owners of such land may have the complete legal right to remove all of such land and in that connection thereon may reach to the surface of the land and any other building or other structure on or in such land.

FOURTH with all and singular the powers, rights, liberties, franchises and appurtenances whatsoever thereto belonging, or in anywise appertaining and the sovereignty and jurisdiction, rules, customs and usages thereof, and all the estate, rights, title, interest, property, claims and claims whatsoever of the said Grantor, in law equity or otherwise howsoever of in and to the same and every part thereof.

TO HAVE AND TO HOLD the said land, pieces or parcels of ground above described, with the tenements, buildings and improvements thereon, together with the hereditaments and revenues thereto, unto the said Grantee, his heirs, assigns and assigns forever.

AND the said Grantor for himself and its successors does by these presents convey, transfer, agree to and warrant the said land, its successors and assigns that it, the said Grantor and its successors, all and singular the hereditaments and revenues hereby described and granted,

**DBK nbr.622 - pg.362**

[illegible]



DBK nbr.622 - pg.383

363

State of Pennsylvania  
County of Lancaster  
Notary Public  
My Comm. Exp. 12/17/11  
I have this day signed before me this 11th day of April 1988 at 11:17 A.M.

BRANTON LACKAWANNA INDUSTRIAL BUILDING COMPANY  
By Robert M. Chasman, Secretary  
614 Philadelphia Ave., Newark, N. J.  
07102  
My Comm. Exp. 12/17/11  
Office at Gettysburg, Lancaster County, Pa.

BRANTON LACKAWANNA INDUSTRIAL BUILDING COMPANY

TO AND WITH

BRANTON OFFICE, INC.

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE made and entered into this 11th day of April 1988, by and between BRANTON LACKAWANNA INDUSTRIAL BUILDING COMPANY, a Pennsylvania corporation having its principal place of business at the address of 614 Philadelphia Avenue, Newark, New Jersey, hereinafter called "BRANTON", and BRANTON OFFICE, INC., a New Jersey corporation authorized to do business in Pennsylvania and having its principal place of business in Old Forge, Lancaster County, Pennsylvania, hereinafter called the "TENANT".

WHEREAS BRANTON and TENANT did on the 11th day of October 1986, enter into an agreement of lease for that certain premises situated in the Fourth Ward of the Borough of Old Forge, Lancaster County, Pennsylvania, containing 7.79 acres of land with improvements thereon which lease was recorded in the Recorder of Deeds Office in and for Lancaster County on November 17, 1986, which by reference thereto for the terms, conditions and covenants thereof is incorporated into this lease;

WHEREAS the parties hereto with the consent of the Northeastern Pennsylvania National Bank and Trust Company and the Pennsylvania Industrial Development Authority as first and second mortgagees respectively, have agreed to modify and amend said agreement of lease subject to the terms and conditions herein set forth;

NOW KNOW YE, in consideration of the sum of \$1.00 and other good and valuable considerations receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The second paragraph of the "AMENDMENT" dated on said agreement of lease, relating to the term thereof, is hereby amended to read as follows:

"TO HAVE AND TO HOLD, the above described premises, together with the tenements, hereditaments, appurtenances, improvements, buildings and structures thereon belonging or in any wise appurtenant, subject to the terms and conditions herein contained for a term of 20 years commencing on the 11th day of March, 1988, and unless sooner ended as hereinafter stipulated, terminating at the expiration of the 11th day of February 1988."

2. Henceforth, the parties hereto shall be deemed to have agreed to the terms and conditions of said agreement of lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have caused these presents to be signed in their respective names by their respective officers, managers and duly authorized persons, and have caused their respective corporate seals to be hereunto affixed and attested as of the day and year first above written.

BRANTON LACKAWANNA INDUSTRIAL BUILDING COMPANY  
By John P. Murphy, President  
Attest (Corp. Seal)  
Robert M. Chasman, Secretary  
BRANTON OFFICE, INC.  
By John P. Murphy, President  
Attest (Corp. Seal)  
Bill K. Brackbill, Secretary

State of Pennsylvania )  
County of Lancaster ) ss:  
I, JAMES F. MURPHY, do hereby certify that the foregoing is a true and correct copy of the original of the foregoing instrument as the same was acknowledged before me by the President of BRANTON LACKAWANNA INDUSTRIAL BUILDING COMPANY, a corporation, and that he is such President, being authorized to do so as evidenced by the foregoing instrument for the purpose, therefore, executed by signing the name of the corporation to himself as President, duly attested by the Secretary of the corporation with the seal attached.

BY JAMES F. MURPHY, I have subscribed and my hand and official seal.

James F. Murphy (N.J. Seal)

Notary Public

My Comm. Exp. 12/17/11

Office at Gettysburg, Lancaster County, Pa.

State of Pennsylvania )  
County of Lancaster ) ss:  
I, JOHN P. MURPHY, do hereby certify that the foregoing is a true and correct copy of the original of the foregoing instrument as the same was acknowledged before me by the President of BRANTON OFFICE, INC., a corporation, and that he is such President, being authorized to do so as evidenced by the foregoing instrument.