

Mineral County
Lauren Ellifritz, Clerk
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LEASE, CONTRACTS, MISC.
Book 396 @ Page 602
Pages Recorded 49
Recording Cost \$ 59.00

WVDEP DIVISION OF WATER AND WASTE MANAGEMENT
ATTN: TONYA OMBLER
601 57TH STREET SE
CHARLESTON WV 25304-0001

Alliant Techsystems Operations LLC
EPA ID # WV0170023691

ENVIRONMENTAL COVENANT

This is an environmental covenant executed pursuant to the Uniform Environmental Covenants Act, West Virginia Code Chapter 22, Article 22B, to restrict the activities on, and uses of, the following described property:

Northrop Grumman Innovation Systems LLC, as successor in interest by conversion to Northrop Grumman Innovation Systems, Inc., successor in interest to Orbital ATK, Inc., successor by name change from Alliant Techsystems Inc., the owner of all of the membership interests in Alliant Techsystems Operations LLC, the operator of Allegany Ballistics Laboratory (ABL) Plant 2 (Tax ID 27-4026908) subject to this environmental covenant consist of approximately 56 acres in total, 30.4 of which used for manufacturing and is defined for land use control on the map attached hereto as Exhibit A. Plant 2 and areas within Plant 2 have been identified as having specific environmental restrictions and the accompanying survey coordinates are tabulated in Exhibits A, B, C, and D and described below.

Activities on and uses of the above-described property that may result in excessive human exposure or in the release of a contaminant that was contained as part of the remedial action related to this covenant are prohibited or will be controlled via engineering/administrative controls. Those activities and uses include, but are not limited to:

Plant 2 Property:

Residential Use Restriction – All areas within the Plant 2 boundaries, as defined in Exhibit A, shall not be used for residential purposes unless it can be shown that contaminant concentrations in soil and groundwater have been reduced to levels that allow for unlimited use and unrestricted exposure.

Groundwater Use Restriction – Groundwater from all areas within the Plant 2 boundaries, as defined in Exhibit A, shall not be used for any purpose, including, but not limited to, use as a potable water source, other than to conduct the operation, maintenance, and monitoring activities required by the Final Remedy, unless it can be demonstrated to the West Virginia Department of Environmental Protection (WVDEP) and/or U.S. Environmental Protection Agency (EPA) through treatment or natural attenuation that contamination levels are acceptable for the intended use.

Indoor Air Vapor Intrusion Restriction – Within the boundaries of the Building 2008 control room (designated Building 2009), as defined in Exhibit B, engineering controls such as the existing subslab depressurization (SSD) system will be maintained unless it can be shown that trichloroethene (TCE) concentrations entering the building have been mitigated to acceptable levels based on current (at the time of demonstration) industry-standard vapor intrusion risk evaluation protocol for industrial use.

Earth Moving Activities Restriction – All earth moving activities (excavation, drilling, construction) within the SWMU37S02 and SWMU 37U02 land use control boundaries defined

in Exhibits C and D where inhalation exposure to contaminant levels above acceptable levels may pose an unacceptable exposure risk are prohibited or must be controlled until the Final Remedy for these SWMUs has been implemented and it can be demonstrated that residual soil concentrations (based on confirmatory sample data) are at acceptable levels based on current (at the time of Final Remedy implementation) industry-standard soil exposure risk evaluation protocol for industrial use. This demonstration will be made via the annual Corrective Action Implementation Memorandum prepared for the year(s) in which the Final Remedy is implemented at each of the two SWMUs. Any earth moving activities conducted within the SWMUs 37S02 and 37U02 land use control boundaries, including those necessary to implement the Final Remedy, must be conducted by a professional who is qualified and knowledgeable about releases and exposures to contaminants known to exist at the site in accordance with approved the Corrective Action Approach for Soils and Groundwater identified in the Revised Corrective Measures Implementation Plan, incorporated into the facility's RCRA Permit by reference, and in a manner that will not pose a threat to human health, in compliance with the Occupational Safety and Health Administration [OSHA] requirements and with the use of air monitoring and/or proper PPE, as applicable, or adversely affect or interfere with the final remedy.

The owner of record of the property, and its contact information is:

Northrop Grumman Innovation Systems LLC
Attention: Law Department – Real Estate Legal Notices
2980 Fairview Park Drive
Falls Church, Virginia 22042-4511

Northrop Grumman Innovation Systems LLC
Attention: Corporate Real Estate - Legal Notices
One Space Park Drive, M/S: D2
Redondo Beach, California 90278

With copies to:

Alliant Techsystems Operations LLC
c/o Northrop Grumman Innovation Systems LLC
Allegany Ballistics Laboratory
210 State Route 956
Rocket Center, WV 26726

Northrop Grumman Systems Corporation
7575 Colshire Drive
McLean, VA 22102
Attention: Defense Systems Sector Real Estate - Legal Notices

The following entity is the holder of this covenant:

Alliant Techsystems Operations LLC
c/o Northrop Grumman Innovation Systems LLC
Attention: Law Department –Real Estate Legal Notices
2980 Fairview Park Drive
Falls Church, Virginia 22042-4511

The facts regarding the remediation response project at this property are:

The Corrective Action Permit is specifically applicable to the solid waste management units (SWMUs) currently on Plant 2 and Areas of Concerns (AOCs) identified for future growth. In March 2014, WVDEP and Alliant Techsystems Operations LLC met to discuss the results of the RCRA Facility Investigation (RFI) data and determine a path forward. WVDEP determined that a Corrective Measures Study (CMS) was not necessary. The RFI identified 24 SWMUs at Plant 2. Nineteen of the 24 SWMUs were determined to require no further investigation or corrective action but five SWMUs were determined to warrant corrective action. They are as follows:

SWMU 25F – Building 8203 former solvent recovery still

SWMU 37R – Building 2003 former wastewater pump

SWMU 37S02 – Building 2000 former wastewater pump

SWMU 37T02 – Building 2001 former waste water pump

SWMU 37U02 – Building 2008 former wastewater pump

The RFI activities were conducted between October 2005 and January 2013 and included soil and groundwater studies. Environmental data collected as part of the RFI that are pertinent to the five corrective action SWMUs comprised soil/sediment samples at the former sump and discharge areas, soil samples at the former solvent recovery still area, surface water and sediment samples in the adjacent Plant 2 drainage ditch system, and groundwater samples from the alluvial and bedrock assessment and ecological risk assessment. The soil data collected during the RFI sampling found trichloroethene (TCE) and vinyl chloride concentrations at SWMUs 25F, 37S02, 37T02, and 37U02 above human health risk-based levels associated with residential use and in soil at SWMUs 37S02, 37T02, and 37U02 above risk-based levels associated with industrial use.

Additionally, perchlorate was detected in soil at SWMUs 37R and 37U02 above risk-based levels associated with residential use. Although the planned land use for Plant 2 is industrial, the hypothetical residential land use scenario was evaluated in the human health risk assessment as a conservative measure because it represents an unrestricted use scenario for the site or portions of the site that may be appropriate for corrective action complete without controls determination. Plant 2 will remain as an industrial site and not a residential site, and residential-use restrictions have been implemented through this Environmental Covenant, as described previously. There are no potable water supply wells at Plant 2, nor are there plans to derive potable water from Plant 2. RFI groundwater data showed volatile organic compounds (VOCs) in the alluvial and bedrock

groundwater at concentrations exceeding the PEA maximum contaminant levels (MCLs), which are the standards set by EPA for drinking water quality. VOCs concentrations in bedrock groundwater were found to be lower than in the alluvial groundwater and VOCs were not detected in many of the bedrock groundwater samples. The highest number and concentrations of VOCs were detected in monitoring wells immediately downgradient of the former sumps at SWMUs 37S02, 37T02, and 37U02 and former still at SWMU 25F. VOC concentrations in groundwater have been decreasing over time, indicating that removal of the sumps and much of the contaminated soil associated with the sumps has reduced the concentration of VOCs migrating from soil to the alluvial aquifer and deeper. The VOC concentrations detected in samples collected during the groundwater treatment pilot study at SWMU 25F indicated the substrate injection of emulsified vegetable oil effectively stimulated enhanced reductive dichlorination and reduced all VOC concentrations in the pilot study monitoring wells to below MCLs. Perchlorate was detected in Plant 2 alluvial and bedrock groundwater but at relatively low concentrations. There is no MCL for perchlorate, but all concentrations (except one) were less than the tap water screening level, which is the risk-based screening level used in human health risk assessment. The only exceedance of the perchlorate risk-based screening level was in an alluvial groundwater sample collected adjacent to the former sump at SWMU 37U02. The remedy for four of the five corrective action SWMUs at Plant 2 (i.e., SWMUs 37R, 37S02, 37T02, and 37U02) consists of excavation and removal of soil containing residual concentrations of contaminants that may pose an unacceptable risk from direct exposure (hypothetical construction and industrial worker scenario) or leaching concern to groundwater, land/groundwater use controls, and groundwater monitoring of both SWMU-specific and facility-wide wells at SWMUs 37R, 37S02, 37T02, and 37U02. The application of enhanced in situ bioremediation using a carbon substrate in areas where elevated TCE was observed in soil, land/groundwater use controls, and groundwater monitoring of both SWMU-specific and facility-wide is the planned remedy at SWMU 25F. At the time of this Environmental Covenant's execution, the final remedies have been implemented at SWMUs 37R and 37T02 and residual concentrations (based on post-excavation confirmatory samples) were determined not to pose an unacceptable risk based on hypothetical construction and industrial worker scenario. Therefore, no Earth Moving Activities restrictions are warranted for these two SWMUs. Further, the only unacceptable risks determined for SWMU 25F were for soil and groundwater exposure under a residential-use scenario, which are addressed by the Residential Use and Groundwater Use restrictions described previously. For SWMUs 37S02 and 37U02, Earth Moving Activities restrictions are warranted pending completion of the final remedies and demonstration that residual soil COC concentrations have been reduced to acceptable levels for construction and industrial workers, as described previously.

The owner(s) of the property shall provide written notice to the holder, the Secretary of the West Virginia Department of Environmental Protection (WVDEP), and the United States Environmental Protection Agency, Region III (EPA Region III) within ten (10) days following transfer of a specified interest in the property subject to this covenant, changes in use of the property, application for building permits regarding the property, or proposals for any site work affecting the contamination on the property.

The owner(s) shall conduct inspections of the property to monitor compliance with this covenant at least one time per year and shall submit two (2) signed copies of the inspection monitoring report to the WVDEP, DWWM headquarters in Charleston, WV, and EPA Region III by March 1 of each calendar year to document the results of the previous year's land use control monitoring and maintenance activities associated with compliance with this covenant, consistent with Section IV-E and Attachment IV-4 of the 2020 modification to the RCRA Hazardous Waste Management Permit #WV0170023691.

The communications with WVDEP regarding this environmental covenant may be sent to:

WVDEP, DWWM
601 57th Street SE
Charleston, WV 25034
C/O: RCRA CA Project Manager

The communications with EPA regarding this environmental covenant may be sent to:

US EPA Region III (3LD10)
1650 Arch Street Philadelphia, PA 19103
215-814-5000
C/O: Remedial Project Manager for RCRA CA Facility (EPA ID #WV0170023691)

E-mail requests may be sent to: R3_RCRAPOSTREM@epa.gov

Subsequent submissions required by this environmental covenant shall be sent to the Region III RCRA Corrective Action digital reporting documents repository mailbox at: R3_RCRAPOSTREM@epa.gov. EPA RCRA Facility ID number must be included in the e-mail subject line.

Communications with Northrop Grumman regarding this environmental covenant should be sent to:

Northrop Grumman Innovation Systems LLC
Attention: Law Department – Real Estate Legal Notices
2980 Fairview Park Drive
Falls Church, Virginia 22042-4511

Northrop Grumman Innovation Systems LLC
Attention: Corporate Real Estate - Legal Notices
One Space Park Drive, M/S: D2
Redondo Beach, California 90278

Alliant Techsystems Operations LLC
c/o Northrop Grumman Innovation Systems LLC
Allegany Ballistics Laboratory
210 State Route 956
Rocket Center, WV 26726

Northrop Grumman Systems Corporation
7575 Colshire Drive
McLean, VA 22102
Attention: Defense Systems Sector Real Estate - Legal Notices

This covenant shall not be amended, modified, or terminated except by written instrument executed in accordance with W.Va. Code §22-22B-9 or §22-22B-10, by and between the owner(s) at the time of the proposed amendment, modification, or termination; the Secretary of WVDEP; EPA Region III; and the holder of this covenant. Additionally, the then current owner(s) of the property shall provide the Secretary of WVDEP and EPA Region III written notice of the pendency of any proceeding or any proceeding that could lead to a foreclosure, as referred to in W.Va. Code §22-22B-9(a)(4), within seven (7) days of the owner's receiving notice of the pendency of such proceedings. Within five (5) days of executing an amendment, modification, or termination of this environmental covenant, the owner shall record such amendment, modification, or termination with the Clerk of the County Commission, and within five (5) days thereafter, the owner shall provide a true copy of the recorded amendment, modification, or termination to the Secretary of WVDEP.

The administrative record for the environmental response project reflected in this covenant is maintained in the United States Environmental Protection Agency, 1650 Arch Street, Philadelphia, PA 19103-2029 and is entitled:

Alliant Techsystems Operations LLC
EPA ID #WV0170023691

WVDEP and EPA Region III are granted full right of access to the property for the purpose of implementation or enforcement of this covenant.

Pursuant to W.Va. Code §22-22B-11(a), a civil action for injunctive or other equitable relief for violating this covenant may be maintained by EPA.

All restrictions and other requirements described in this covenant shall run with the land and shall be binding upon all holders and the current owner and their grantees, lessees, authorized agents, employees, or persons acting under their direction or control.

IN WITNESS WHEREOF, the following holder has executed this covenant on the dates indicated.

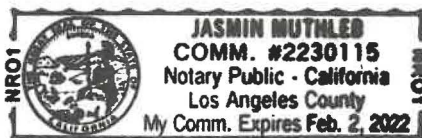
Northrop Grumman Innovation Systems, LLC

Printed Name: A.J. Paz
Title: Director, Real Estate
Signature: [Signature] Date: Sept. 7, 2021

I, Jasmin Muthleb, a Notary Public in and for the County of Los Angeles, State of California, do hereby certify that the holder(s) whose name is signed above, this day executed this document in my presence or this day acknowledged same to be true act and deed of said holder(s).

Given under my hand this the 7 day of September, 2021.
My commission expires February 2, 2022.

Jasmin Muthleb
Notary Public



West Virginia Department of Environmental Protection

Printed Name: Katheryn D. Emery

Title: Acting Director, Division of Water and Waste Management

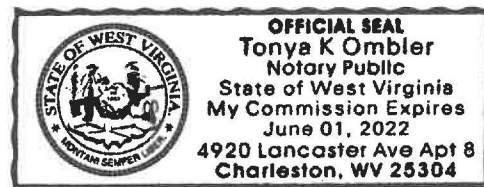
Katheryn Emery
Signature

9/20/21
Date

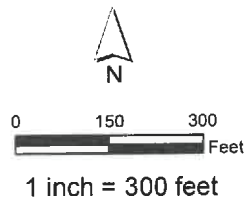
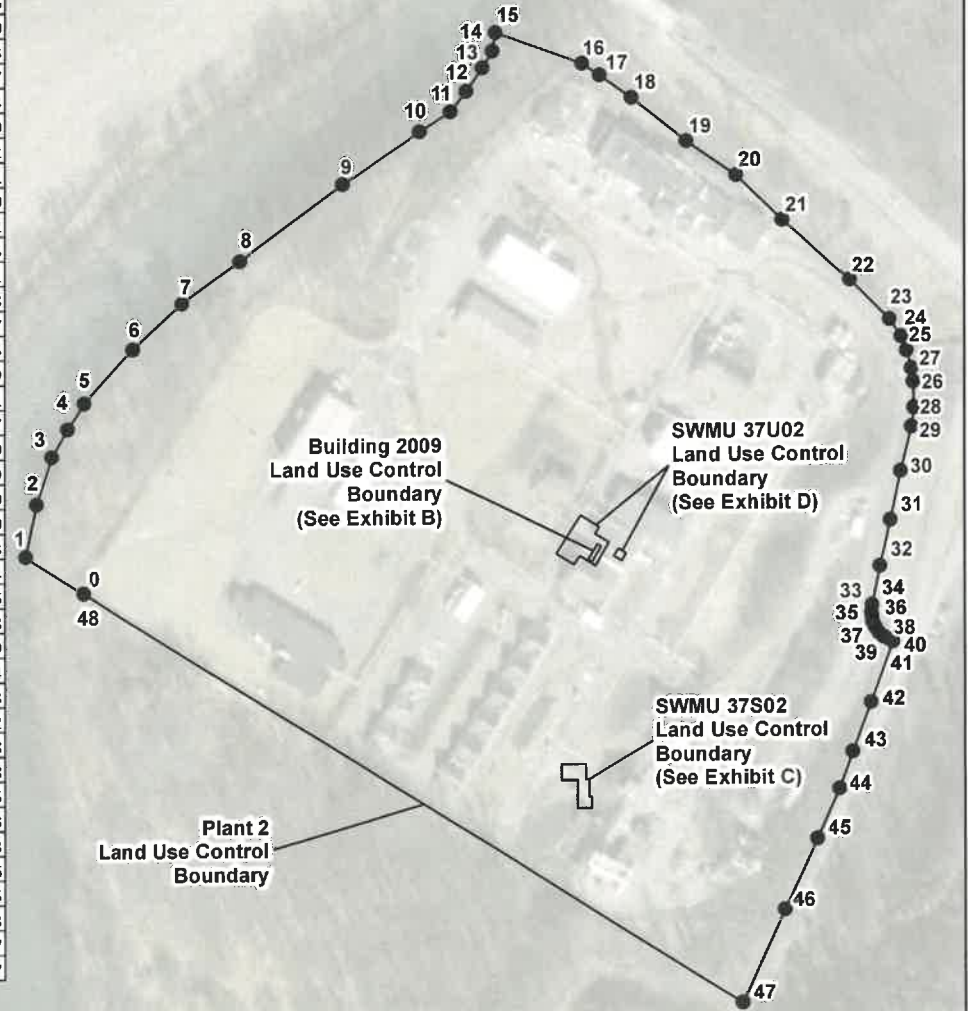
I, Tonya K Ombler a Notary Public in and for the County of Kanawha, State of West Virginia, do hereby certify that Katheryn D. Emery, whose name is signed above as the representative of the agency, this day executed this document in my presence or this day acknowledged same to be true act and deed of said holder(s).

Tonya K Ombler
Notary Public

The Clerk will return the recorded document to:
Ms. Katheryn D. Emery, Acting Director
WVDEP, DWWM
601 57th Street SE
Charleston, WV 25034



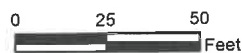
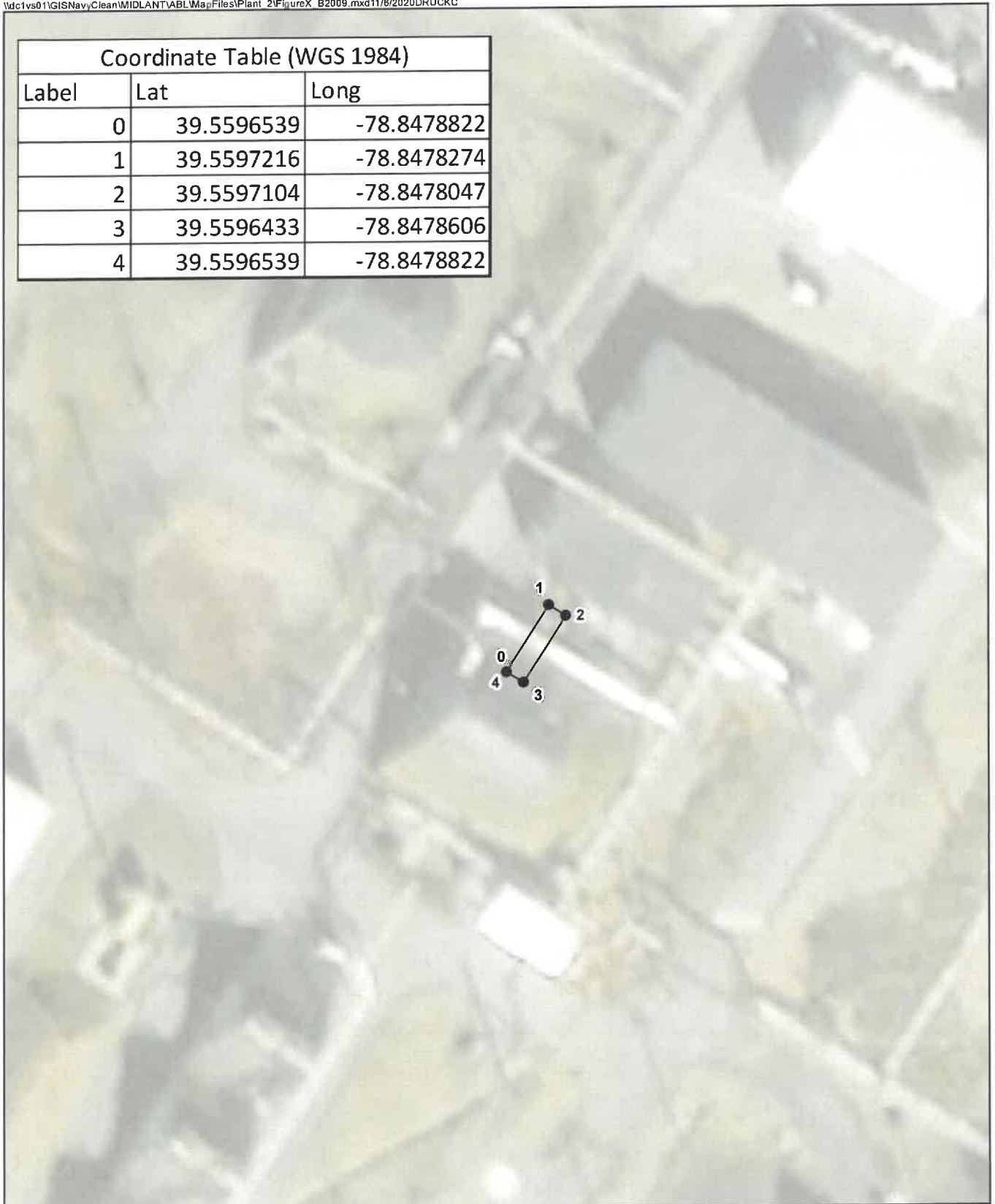
Coordinate Table (WGS 1984)		
Label	Lat	Long
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4	39.56026602	-78.85087082
5	39.56038166	-78.85077352
6	39.56061839	-78.85048650
7	39.56081936	-78.85019981
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9	39.56134152	-78.84928276
10	39.56157140	-78.84883800
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12	39.56174864	-78.84857077
13	39.56185239	-78.84847743
14	39.56192654	-78.84841900
15	39.56200986	-78.84840282
16	39.56186700	-78.84789611
17	39.56181279	-78.84779270
18	39.56171047	-78.84760892
19	39.56151507	-78.84729515
20	39.56135856	-78.84701181
21	39.56115750	-78.84675198
22	39.56088425	-78.84636967
23	39.56070710	-78.84613975
24	39.56062808	-78.84607399
25	39.56056640	-78.84604131
26	39.56048474	-78.84601437
27	39.56042464	-78.84600570
28	39.56030879	-78.84600309
29	39.56022593	-78.84601680
30	39.56002610	-78.84608150
31	39.55981054	-78.84614633
32	39.55960556	-78.84620684
33	39.55943126	-78.84625466
34	39.55939971	-78.84625958
35	39.55937943	-78.84625669
36	39.55935676	-78.84625074
37	39.55933404	-78.84623633
38	39.55930889	-78.84621502
39	39.55929027	-78.84618738
40	39.55927457	-78.84615058
41	39.55926674	-78.84613565
42	39.55899983	-78.84626563
43	39.55877879	-78.84637393
44	39.55861477	-78.84644936
45	39.55839387	-78.84658075
46	39.55808033	-78.84676843
47	39.55766701	-78.84701247
48	39.55953252	-78.85078577



Plant 2 Land Use Control Boundary
 Allegany Ballistics Laboratory
 Rocket Center, West Virginia

EXHIBIT A

Coordinate Table (WGS 1984)		
Label	Lat	Long
0	39.5596539	-78.8478822
1	39.5597216	-78.8478274
2	39.5597104	-78.8478047
3	39.5596433	-78.8478606
4	39.5596539	-78.8478822

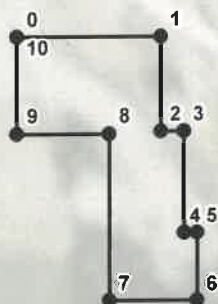


1 inch = 50 feet

Building 2009 Control Boundary
Allegany Ballistics Laboratory
Rocket Center, West Virginia

EXHIBIT B

Coordinate Table (WGS 1984)		
Label	Lat	Long
0	39.55874026	-78.84804372
1	39.55873948	-78.84790438
2	39.55866913	-78.84790504
3	39.55866900	-78.84788213
4	39.55859350	-78.84788284
5	39.55859343	-78.84787052
6	39.55854310	-78.84787100
7	39.55854358	-78.84795646
8	39.55866788	-78.84795530
9	39.55866838	-78.84804429
10	39.55874026	-78.84804372



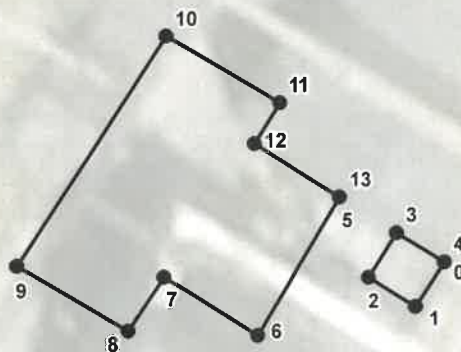
0 25 50 Feet

1 inch = 50 feet

SWMU 37S02 Land Use Control Boundary
Allegany Ballistics Laboratory
Rocket Center, West Virginia

EXHIBIT C

Coordinate Table (WGS 1984)		
Label	Lat	Long
0	39.55967921	-78.84765952
1	39.55964616	-78.84768693
2	39.55966837	-78.84773161
3	39.55970141	-78.84770420
4	39.55967921	-78.84765952
5	39.55972873	-78.84775914
6	39.55962671	-78.84783991
7	39.55967089	-78.84792982
8	39.55963123	-78.84796455
9	39.55968102	-78.84806982
10	39.55985011	-78.84792568
11	39.55979944	-78.84781635
12	39.55976929	-78.84784134
13	39.55972873	-78.84775914



0 25 50
Feet

1 inch = 50 feet

SWMU 37U02 Land Use Control Boundary
Allegany Ballistics Laboratory
Rocket Center, West Virginia

EXHIBIT D

THIS DEED made and entered into as of the 15th day of March, 1995, by and between HERCULES INCORPORATED, a Delaware corporation, party of the first part, and ALLIANT TECHSYSTEMS, INC., a Delaware corporation, party of the second part.

WITNESSETH: That for and in consideration of the sum of Five (\$5.00) Dollars, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the party of the first part does hereby grant, bargain, sell and convey, and by these presents has granted, bargained, sold and conveyed unto the said Alliant Techsystems, Inc., a Delaware corporation, with covenants of special warranty, those certain lots or parcels of land, with the improvements and appurtenances thereunto belonging, situate, lying and being in Frankfort District, Mineral County, West Virginia and more particularly described on Exhibit "A" hereto.

Parcel 1 of Exhibit "A" being the same property conveyed to the party of the first part by CSX Transportation, Inc., a Virginia corporation, by deed dated January 18, 1990, recorded in the office of the Clerk of the County Commission of Mineral County, West Virginia in Deed Book 260, page 526. Parcel 2 of Exhibit "A" being a part of the same real estate that was conveyed to Hercules Powder Company, a Delaware corporation, by Ira L. Brooke and Nellie M. Brooke, husband and wife, by deed dated January 21, 1965, recorded in the aforesaid Clerk's office in Deed Book 151, page 54 and to the party of the first part by quitclaim deed dated June 24, 1996, recorded in the aforesaid Clerk's office in Deed Book 156, page 350.

The party of the first part is successor by change of name to Hercules Powder Company. Parcel 3 of Exhibit "A" being the same property conveyed to the party of the first part by the United States of America, by and through the Department of the Navy, by deed dated August 3, 1967, recorded in the aforesaid Clerk's office in Deed Book 161, page 415.

This conveyance is made subject to real property taxes with respect to the property, which are a lien, but not yet due and payable, and subsequent years and easements, covenants, conditions,

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Mike Kelley
Hercules, WV DE 25401
3-28-95

agreements and restrictions of record to the extent that the same remain in effect and applicable. The party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed and that it will execute such further assurances with respect to the property as may be requisite.

For the purposes of complying with the provisions of West Virginia Code 20-5B-20 the party of the first part makes the disclosures set forth on Exhibit "B" hereto.

The undersigned hereby declares that the total consideration paid for the property conveyed by this deed is \$ 4,875,960.00.

WITNESS the following signature and seal.

HERCULES INCORPORATED,
a Delaware corporation

By: Israel J. Floyd (SEAL)
Its: CORPORATE SECRETARY

STATE OF New York,

COUNTY OF Kings, to-wit:

The foregoing instrument was acknowledged before me this 12th
day of March, 1995, by Israel J. Floyd
(name)
Corporate Secretary of Hercules Incorporated,
(title)

a Delaware corporation, on behalf of the corporation.

My commission expires: June 24, 1995

Brunilda Caro
Notary Public

CAROL BRUNILDA
NOTARY PUBLIC, STATE of New York
No. 24-4983329
Qualified in Kings County
Term Expires June 24, 1995

This instrument was prepared by Michael B. Keller of the law firm
Bowles Rice McDavid Graff & Love, P. O. Drawer 1419, Martinsburg,
West Virginia 25401.
317032

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BOOK 396 PAGE 615

WV PROP
N OF MD PROP

EXHIBIT A

PARCEL 1:

ALL that piece or parcel of land situated in Frankfort District, Mineral County, West Virginia and being more particularly bound and described as follows, (Magnetic Meridian per Line No. 1 of Deed 260/626 Parcel 1 and Horizontal Measurements being used throughout) to wit:

BEGINNING for the same at a point on the westerly right of way margin of the abandoned Western Maryland Railway Company property, said point of beginning also being at station Nq. 363+38, 33.00 feet right as shown on a Right of Way and Track Map, Valuation No. V.S. 6-2, V.S. 7-1, V.S. 6-1/4, said point also being located on the Maryland and West Virginia State Line on the north bank of the Potomac River, and also being located at the point of beginning of Parcel I of a deed dated June 18, 1990, CSX Transportation, Inc. to Hercules Incorporated and recorded in Deed Book No. 260, Page No. 626, one of the Land Records of Mineral County, West Virginia, thence leaving said north bank of the Potomac River and also leaving the Maryland and West Virginia State Line and with and binding on the entire first through the forty fifth lines of the lands of Hercules Incorporated (260/626 Parcel I),

- | | |
|---|---------|
| 1) North 02 degrees 40 minutes 00 seconds West | 210.50 |
| feet to a point, thence, | |
| 2) South 87 degrees 20 minutes 00 seconds West | 147.00 |
| feet to a point, thence, | |
| 3) North 02 degrees 40 minutes 00 seconds West | 300.00 |
| feet to a point, thence, | |
| 4) North 88 degrees 58 minutes 39 seconds East | 148.25 |
| feet to a point, thence, | |
| 5) along a curve to the right having a radius of 2897.83 feet and an arc length of 1186.26 feet, being subtended by a chord bearing of North 10 degrees 42 minutes 20 seconds East 1178.05 feet to a point, thence, | |
| 6) North 22 degrees 26 minutes 00 seconds East | 976.00 |
| feet to a point, thence | |
| 7) South 67 degrees 33 minutes 53 seconds East | 13.00 |
| feet to a point, thence, | |
| 8) North 22 degrees 26 minutes 00 seconds East | 2328.80 |
| feet to a point, thence, | |
| 9) along a curve to the right having a radius of 2884.83 feet and an arc length of 904.57 feet, being subtended by a chord bearing of North 31 degrees 25 minutes 00 seconds East 900.92 feet to a point, thence, | |
| 10) North 40 degrees 24 minutes 00 seconds East | 2314.46 |
| feet to a point, thence, | |
| 11) along a curve to the left having a radius of 681.59 feet and an arc length of 350.99 feet, being subtended by a chord bearing of North 25 degrees 38 minutes 03 seconds East 347.43 feet to a point, thence, | |
| 12) North 79 degrees 07 minutes 52 seconds West | 13.00 |
| feet to a point, thence, | |
| 13) along a curve to the left having a radius of 668.59 | |

feet and an arc length of 309.55 feet, being subtended by a chord bearing of North 02 degrees 24 minutes 27 seconds West 307.07 feet to a point, thence,
14) North 15 degrees 40 minutes 59 seconds West 115.73 feet to a point, thence,
15) along a curve to the right having a radius of 896.77 feet and an arc length of 493.03 feet, being subtended by a chord bearing of North 00 degrees 04 minutes 30 seconds East 487.09 feet to a point, thence,
16) along a curve to the right having a radius of 620.66 feet and an arc length of 60.82 feet, being subtended by a chord bearing of North 18 degrees 38 minutes 37 seconds East 60.86 feet to a point, thence,
17) South 68 degrees 32 minutes 49 seconds East 13.00 feet to a point, thence,
18) along a curve to the right having a radius of 607.66 feet and an arc length of 576.96 feet, being subtended by a chord bearing of North 48 degrees 41 minutes 07 seconds East 556.11 feet to a point, thence,
19) North 75 degrees 55 minutes 00 seconds East 2897.60 feet to a point, thence,
20) along a curve to the left having a radius of 3417.79 feet and an arc length of 610.81 feet, being subtended by a chord bearing of North 70 degrees 47 minutes 47 seconds East 610.02 feet to a point, thence,
21) North 24 degrees 19 minutes 32 seconds West 13.00 feet to a point, thence,
22) along a curve to the left having a radius of 3404.79 feet and an arc length of 509.65 feet, being subtended by a chord bearing of North 61 degrees 23 minutes 18 seconds East 509.19 feet to a point, thence,
23) along a curve to the left having a radius of 1008.75 feet and an arc length of 576.65 feet, being subtended by a chord bearing of North 40 degrees 43 minutes 00 seconds East 569.06 feet to a point, thence,
24) North 24 degrees 20 minutes 00 seconds East 229.30 feet to a point, thence,
25) along a curve to the left having a radius of 2631.92 feet and an arc length of 263.58 feet, being subtended by a chord bearing of North 21 degrees 27 minutes 51 seconds East 263.48 feet to a point being at station No. 211+20, 33.00 feet right as shown on Right of Way and Track Map, Valuation No. V.S.6-1/3, thence,
26) South 71 degrees 24 minutes 18 seconds East 66.00 feet to a point on the southeasterly right of way margin of said right of way, thence with and binding on the southeasterly right of way margin of said abandoned Western Maryland Railway Company property for the following eighteen courses and distances,
27) along a curve to the right having a radius of 2697.92 feet and an arc length of 270.19 feet, being subtended by a chord bearing of South 21 degrees 27 minutes 51 seconds West 270.09 feet to a point, thence,
28) South 24 degrees 20 minutes 00 seconds West 229.30 feet to a point, thence,
29) along a curve to the right having a radius of 1074.75

feet and an arc length of 614.41 feet, being subtended by a chord bearing of South 40 degrees 43 minutes 00 seconds West 606.29 feet to a point, thence,

30) along a curve to the right having a radius of 3470.79 feet and an arc length of 519.53 feet, being subtended by a chord bearing of South 61 degrees 23 minutes 18 seconds West 519.06 feet to a point, thence,

31) North 24 degrees 18 minutes 58 seconds West 13.00 feet to a point, thence,

32) along a curve to the right having a radius of 3457.79 feet and an arc length of 617.96 feet, being subtended by a chord bearing of South 70 degrees 47 minutes 48 seconds West 617.16 feet to a point, thence,

33) South 75 degrees 55 minutes 00 seconds West 2897.60 feet to a point, thence,

34) along a curve to the left having a radius of 567.66 feet and an arc length of 538.89 feet, being subtended by a chord bearing of South 48 degrees 41 minutes 07 seconds West 519.50 feet to a point, thence,

35) South 68 degrees 32 minutes 34 seconds East 13.00 feet to a point, thence,

36) along a curve to the left having a radius of 554.66 feet and an arc length of 54.34 feet, being subtended by a chord bearing of South 18 degrees 38 minutes 36 seconds West 54.39 feet to a point, thence,

37) along a curve to the left having a radius of 830.77 feet and an arc length of 456.71 feet, being subtended by a chord bearing of South 00 degrees 04 minutes 30 seconds West 451.24 feet to a point, thence,

38) South 15 degrees 40 minutes 59 seconds East 115.73 feet to a point, thence,

39) along a curve to the right having a radius of 734.59 feet and an arc length of 718.49 feet, being subtended by a chord bearing of South 12 degrees 21 minutes 30 seconds West 690.68 feet to a point, thence,

40) South 40 degrees 24 minutes 00 seconds West 2314.46 feet to a point, thence,

41) along a curve to the left having a radius of 2831.83 feet and an arc length of 887.95 feet, being subtended by a chord bearing of South 31 degrees 25 minutes 00 seconds West 884.37 feet to a point, thence,

42) South 22 degrees 26 minutes 00 seconds West 3304.80 feet to a point, thence,

43) along a curve to the left having a radius of 2831.83 feet and an arc length of 1240.50 feet, being subtended by a chord bearing of South 09 degrees 51 minutes 00 seconds West 1230.66 feet to a point, thence,

44) South 03 degrees 40 minutes 00 seconds East 423.10 feet to a point on the north bank of the Potomac River as first written above, said last mentioned point being opposite Valuation Station No. 363+38, said point also being on the Maryland and West Virginia State Line, thence crossing said abandoned Western Maryland Railway Company property,

45) South 87 degrees 19 minutes 59 seconds West 66.00

feet to the place of beginning, containing 19.859 acres.

PARCEL 2:

ALL that piece or parcel of land situated in Frankfort District, Mineral County, West Virginia and being more particularly bound and described as follows, (Magnetic Meridian per Line No. 1 of Deed 151/054 and Horizontal Measurements being used throughout) to wit:

BEGINNING for the same at an 8" x 8" concrete monument found on the bank of the Potomac River in the northwesterly right of way margin of Old West Virginia Route No. 9 at the point of beginning of a deed dated January 21, 1965, Ira L. Brooke and Nellie M. Brooke to Hercules Powder Company and recorded in Deed Book No. 151, Page No. 054, one of the Land Records of Mineral County, West Virginia, said parcel of land later being described in a Quitclaim Deed dated June 24, 1966, Ira L. Brooke and Nellie M. Brooke to Hercules Incorporated and recorded in Deed Book No. 156, Page No. 350, one of the Land Records of Mineral County, West Virginia, thence leaving the bank of the Potomac River and with and binding on the said northwesterly right of way margin of Old West Virginia Route No. 9 and West Virginia Route No. 956 for the following eight courses and distances,

- 1) South 52 degrees 46 minutes 46 seconds West 326.52 feet to a 5/8" iron pin set, thence,
- 2) South 64 degrees 06 minutes 03 seconds West 314.21 feet to a railroad spike set, thence,
- 3) North 25 degrees 53 minutes 59 seconds West 50.00 feet to a 5/8" iron pin set, thence,
- 4) along a curve to the left having a radius of 458.10 feet and an arc length of 335.63 feet, being subtended by a chord bearing of South 43 degrees 06 minutes 40 seconds West 328.18 feet to a point, thence,
- 5) South 67 degrees 52 minutes 38 seconds East 40.00 feet to a point, thence,
- 6) along a curve to the left having a radius of 418.10 feet and an arc length of 653.74 feet, being subtended by a chord bearing of South 22 degrees 48 minutes 33 seconds East 590.57 feet to a point, thence,
- 7) South 67 degrees 44 minutes 27 seconds East 147.07 feet to a point, thence,
- 8) along a curve to the right having a radius of 298.10 feet and an arc length of 344.69 feet, being subtended by a chord bearing of South 34 degrees 36 minutes 59 seconds East 325.80 feet to a planted stone found at the end of the twelfth line of the lands of Hercules Incorporated (151/054 & 156/350) and in the division line of the lands of the United States of America, Allegany Ballistics Laboratory (66/162 & 140/561), thence leaving the northwesterly right of way margin of West Virginia Route No. 956 and with and binding on the entire twelfth through the first lines reversed of the lands of Hercules Incorporated (151/054 & 156/350) and also with and binding on the division line of the

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PLANT 2
HERCOPEL

lands of the United States of America, Allegany Ballistics Laboratory (66/162 & 140/561) for the following two courses and distances,

9) South 44 degrees 57 minutes 37 seconds West	1028.76
feet to a 6" diameter concrete monument found, thence,	
10) North 51 degrees 43 minutes 17 seconds West	1848.90
feet to a 6" diameter concrete monument found on the south bank of the Potomac River as first written above, thence leaving the lands of the United States of America, Allegany Ballistics Laboratory (66/162 & 140/561) and with and binding on the south bank of the Potomac River for the following ten courses and distances,	
11) North 13 degrees 00 minutes 00 seconds East	189.75
feet to a point, thence,	
12) North 51 degrees 00 minutes 00 seconds East	503.25
feet to a point, thence,	
13) North 60 degrees 00 minutes 00 seconds East	198.00
feet to a point, thence,	
14) North 72 degrees 00 minutes 00 seconds East	198.00
feet to a point, thence,	
15) North 51 degrees 00 minutes 00 seconds East	396.00
feet to a point, thence,	
16) North 77 degrees 00 minutes 00 seconds East	412.50
feet to a point, thence,	
17) South 63 degrees 35 minutes 58 seconds East	429.92
feet to a point, thence,	
18) North 79 degrees 00 minutes 00 seconds East	132.00
feet to a point, thence,	
19) North 71 degrees 00 minutes 00 seconds East	198.00
feet to a point, thence,	
20) North 62 degrees 00 minutes 00 seconds East	198.00
feet to the place of beginning, containing 57.869 acres.	

PARCEL 3: *EASEMENT SOUTH OF PLANT 2 (161/420)*

ALL that easement for that piece or parcel of land situated in Frankfort District, Mineral County, West Virginia and being more particularly bound and described as follows. (Magnetic Meridian per Line No. 1 of Deed 151/054 and Horizontal Measurements being used throughout) to wit:

BEGINNING for the same at a point located at the point of beginning of a Grant of Easement described in a deed dated August 3, 1967, the United States of America, through the Department of the Navy to Hercules Incorporated and recorded in Deed Book No. 161, Page No. 415, one of the Land Records of Mineral County, West Virginia, said point of beginning also being located at the end of 1008.90 feet on the eleventh line of a deed dated January 21, 1965, Ira L. Brooke and Nellie M. Brooke to Hercules Powder Company and recorded in Deed Book No. 151, Page No. 054, one of the Land Records of Mineral County, West Virginia, said parcel of land later being described in a Quitclaim Deed dated June 24, 1966, Ira L. Brooke and Nellie M. Brooke to Hercules Incorporated and recorded in Deed Book No. 156, page No. 350, one of the Land Records of Mineral County, West Virginia, thence leaving the lands

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of Hercules Incorporated (151/054 & 156/350) and with and binding on the entire first through the fourth lines of the easement of Hercules Incorporated (161/415),

- 1) South 38 degrees 16 minutes 43 seconds West 35.00
feet to a point, thence,
- 2) North 51 degrees 43 minutes 17 seconds West 450.00
feet to a point, thence,
- 3) North 38 degrees 16 minutes 43 seconds East 35.00
feet to a point at the end of 558.90 feet on the eleventh line of
the lands of Hercules Incorporated (151/054 & 156/350), as first
written above, thence with and binding on a part of said eleventh
line of the lands of Hercules Incorporated (151/054 & 156/350),
- 4) South 51 degrees 43 minutes 17 seconds East 450.00
feet to the place of beginning, containing 0.36 acres.

320600

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EXHIBIT B

There are no RCRA treatment, storage or disposal (TSD) facilities on the subject property. However, the RCRA Facility Assessment (RFA) identified twenty-five Solid Waste Management Units (SWMUs) on the subject property. Given that Plant 1 is owned by the U.S. Navy and is a federal facility, and that Plant 1 is listed on the NPL, the EPA has decided to handle the RCRA program under the CERCLA program. However, none of the CERCLA sites are located on the subject property.

The twenty-five SWMUs located on the subject property are as follows:

- 2 - Staging areas for Alodine waste (former - SWMU 13, and current - SWMU 15)
- 1 - Plant 2 Wastewater Treatment Plan - SWMU 17
- 6 - Satellite Accumulation Areas - 24CC, 24DD, 24EE, 24FF, 24GG, and 24HH
- 3 - Solvent Stills - SWMUs 25D, 25E, and 25F
- 1 - Silver Recovery Unit - SWMU 28
- 2 - Product/Dust Collectors - SWMUs 29L, 29M
- 4 - Paint Spray Booths - SWMU 30
- 1 - Dumpster - SWMU 33
- 3 - Oil/Water Separators - SWMUs 34
- 1 - Wastewater Sump - SWMU 37R
- 1 - Parts Cleaning Tank - SWMU 38

Of these twenty-five SWMUs, the RFA recommended and the EPA has to this point selected only four units for further study or action. These four are as follows:

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SWMU 17 Plant 2 Wastewater Treatment Plant

SWMU 24FF Paved area next to Building 8204 with one drum of waste oil

SWMU 24HH Concrete pad with metal roof next to Building 8501 with drums of waste oil from boilers

SWMU 37R Sump accepting AP grinding building washdown water Bldg. 2C03

Additionally, a leaking fuel oil tank located near the boiler house on the subject property has been recently identified. Steps have been taken to stop the leak, and cleanup of the area affected by the discharge is planned. Several minor discharges of oil had previously occurred from the boiler house in the approximate location of this latest discharge.



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STATE OF WEST VIRGINIA, MINERAL COUNTY, TO-WIT:

Be it remembered that on, this 15th day of March, 1995
 at 2:47 o'clock P.M., the foregoing Deed
 with the certificate thereof annexed, was presented in the Office of the Clerk of the County Commission and admitted to record.

W. L. STAGG
 Clerk County Commission

This instrument prepared by
or under the direction of:

William C. Basney
Senior Counsel
Attorney for Grantor
Business Address:
500 Water Street
Jacksonville, Florida 32202

54057-004-999-BJ
PS\210157A.KCY

This Document executed in two (2) original counterparts, for simultaneous recording in Mineral County, West Virginia and Allegany County, Maryland

Counterpart No. 2 of 2

THIS QUITCLAIM DEED, made this 18th day of June, 1990, between CSX TRANSPORTATION, INC., a Virginia corporation, successor in interest to Western Maryland Railway Company by Articles of Merger effective January 9, 1989, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and HERCULES INCORPORATED, whose mailing address is Hercules Plaza, Wilmington, Delaware 19894, hereinafter called "Grantee", WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT Grantor, for and in consideration of the sum of FORTY-ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$41,500.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE and forever QUITCLAIM unto Grantee, its successors and assigns, all right, title and interest in and to those two (2) tracts or parcels of land situate, lying and being between Seymour, Mineral County, West Virginia and Ackerman, Allegany County, Maryland, hereinafter collectively designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 28.817 acres, more or less.

TOGETHER WITH all buildings, structures and improvements thereon, and all and singular the rights, alleys, ways, waters, privileges, hereditaments and appurtenances to said Premises belonging or in anyway incident or appertaining, including WM Bridge Nos. 69 and 79 and B&O Bridge No. 64-B located thereon.

EXCEPTING unto Grantor, its successors and assigns, the ownership in and to all track(s) and other track material (including switches and signals and ballast) within and on the Premises EXCLUDING WH Bridge Nos. 69 and 79

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and B&O Bridge No. 64-B conveyed herein. Grantor shall remove, at its sole cost and expense, all such track(s) and other track material herein excepted within six (6) months from date of this conveyance.

RESERVING unto Grantor (an) easement(s) twenty (20) feet in width, ten (10) feet in each direction from center of (each) track, for the continued location, maintenance, use, repair, replacement and removal of the trackage on the Premises; TOGETHER WITH the right of ingress and egress to and from said trackage until removal. Said easement shall continue for six (6) months from date of this conveyance; thereafter all title shall vest in Grantee.

TO HAVE AND TO HOLD the Premises, and all the estate, right, title, lien, interest and claim whatsoever of Grantor therein, either in law or equity, and all improvements thereon and appurtenances thereto, unto the proper use, benefit and enjoyment of Grantee, Grantee's heirs and assigns or successors and assigns, forever.

Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns, shall maintain the existing drainage on the Premises in such a manner as to not impair adjacent railroad right-of-way drainage and to not redirect or increase the quantity or velocity of surface water runoff or any streams into said Grantor's drainage system or upon the right-of-way or other lands and facilities of Grantor. If said Premises or existing drainage are modified or improved, Grantee agrees to construct and maintain, in accordance with all applicable statutes, ordinances, building and subdivision codes, covenants and restrictions, an adequate drainage system from the Premises to the nearest public or non-Grantor owned drainage or storm sewer system, in order to prevent the discharge of roof, surface, stream and other drainage waters upon said right-of-way or upon other adjacent lands and facilities of Grantor.

Grantee, by the acceptance hereof, hereby covenants and agrees with Grantor that Grantor shall not be required to erect or maintain any fences, railings or guard rails along any boundary lines between the Premises and the adjacent land(s) of Grantor or of any other company affiliated with Grantor; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such fences, railings or guard rails, or any part hereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any fences, railings or guard rails. Grantee assumes all liability and responsibility respecting fences, railings or guard rails, or the absence thereof.

Said covenant(s) shall run with title to Premises conveyed, and bind upon Grantee, Grantee's heirs, legal representatives and assigns, or corporate successors and assigns, and anyone claiming title to or holding Premises through Grantee.

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IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

Signed, sealed and delivered
in the presence of:

Betty D. Jones

CSX TRANSPORTATION, INC.:

By J. L. Kiesler
J. L. Kiesler
Vice President-Property Services
CSX Rail Transport

Robert H. Heath

Attest David M. Vannoy (SEAL)
Assistant Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

I, Robert H. Heath, a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County personally came J. L. Kiesler, to me known, and known to me to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did depose, acknowledge and say that: he resides in Jacksonville, Duval County, Florida; he is Vice President-Property Services, CSX Rail Transport, of CSX Transportation, Inc., the corporation described in and which executed said instrument; he is fully informed of the contents of the instrument; he knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; he signed his name thereto for said corporation pursuant to such authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 19th day of June, 1990.

My commission expires on:

Robert H. Heath (SEAL)
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Dec. 7, 1993
Bonded thru Patterson - Becht Agency

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EXHIBIT A

Description of property between: Seymour, West Virginia and
Ackerman, Maryland

To: Hercules, Incorporated
CSXT Deed File No.: 54057-004-999-BJ

PARCEL I

LEGAL DESCRIPTION for the portion of Western Maryland
Railway Company property, lying and being located in West
Virginia and being the portion of Abandoned Right of Way
beginning at Station No. 211 + 20 and ending at Station No.
363 + 38, as shown on Valuation Map No. V.S.6-1/3, and also
Valuation Map No. V.S.6-2, V.S.7-1, V.S.6-1/4.

ALL that piece or parcel of Abandoned Western Maryland
Railway Property, situated, lying, and being located in West
Virginia and more particularly described as follows:
(Magnetic Meridian as of May 1890 and Horizontal Measurements
being used throughout) to wit:

BEGINNING for the same at a point on the westerly Right of Way margin of the Abandoned Western Maryland Railway Company property, said point of beginning also being at Station No. 363 + 38, 33.00 feet right as shown on a Right of Way and Track Map Valuation No. V.S.6-2, V.S.7-1, V.S.6-1/4, said point also being located on the Maryland and West Virginia State line at the north bank of the Potomac River, and also being the northwest corner of lands acquired by Grantor from Gabriel Thornton McKenzie, et ux, by deed dated August 28, 1886, recorded among the land records of Allegany County, Maryland in Liber No. 64, Folio 39;

THENCE North 02 degrees 40 minutes 00 seconds West for a distance of 210.50 feet to a point,

THENCE South 87 degrees 20 minutes 00 seconds West for a distance of 147.00 feet to a point,

THENCE North 02 degrees 40 minutes 00 seconds West for a distance of 300.00 feet to a point,

THENCE North 88 degrees 58 minutes 39 seconds East for a distance of 148.25 feet to a point,

THENCE along a curve to the right having a radius of 2897.43 feet and an arc length of 1186.26 feet, being subtended by a chord of North 10 degrees 42 minutes 20 seconds East for a distance of 1170.05 feet to a point,

THENCE North 22 degrees 26 minutes 00 seconds East for a distance of 976.00 feet to a point,

THENCE South 67 degrees 33 minutes 53 seconds East for a distance of 13.00 feet to a point,

THENCE North 22 degrees 26 minutes 00 seconds East for a distance of 2328.80 feet to a point,

THENCE along a curve to the right having a radius of 2684.63 feet and an arc length of 904.57 feet, being subtended by a chord of North 31 degrees 25 minutes 00 seconds East for a distance of 900.92 feet to a point,

THENCE North 40 degrees 24 minutes 00 seconds East for a distance of 2314.46 feet to a point,

THENCE along a curve to the left having a radius of 681.59 feet and an arc length of 358.99 feet, being subtended by a chord of North 25 degrees 38 minutes 03 seconds East for a distance of 347.43 feet to a point,

THENCE North 79 degrees 07 minutes 52 seconds West for a distance of 13.00 feet to a point,

THENCE along a curve to the left having a radius of 668.59 feet and an arc length of 309.55 feet, being subtended by a chord of North 02 degrees 24 minutes 27 seconds West for a distance of 307.07 feet to a point,

THENCE North 15 degrees 40 minutes 59 seconds West for a distance of 115.73 feet to a point,

THENCE along a curve to the right having a radius of 496.77 feet and an arc length of 493.83 feet, being subtended by a chord of North 00 degrees 04 minutes 30 seconds East for a distance of 487.09 feet to a point,

THENCE along a curve to the right having a radius of 628.66 feet and an arc length of 60.82 feet, being subtended by a chord of North 10 degrees 38 minutes 37 seconds East for a distance of 60.86 feet to a point,

THENCE South 68 degrees 32 minutes 49 seconds East for a distance of 13.00 feet to a point,

THENCE along a curve to the right having a radius of 607.66 feet and an arc length of 576.96 feet, being subtended by a chord of North 46 degrees 41 minutes 07 seconds East for a distance of 556.11 feet to a point,

THENCE North 75 degrees 57 minutes 00 seconds East for a distance of 2897.80 feet to a point,

THENCE along a curve to the left having a radius of 3417.79 feet and an arc length of 610.81 feet, being subtended by a chord of North 70 degrees 47 minutes 47 seconds East for a distance of 610.02 feet to a point,

THENCE North 24 degrees 17 minutes 32 seconds West for a distance of 13.00 feet to a point,

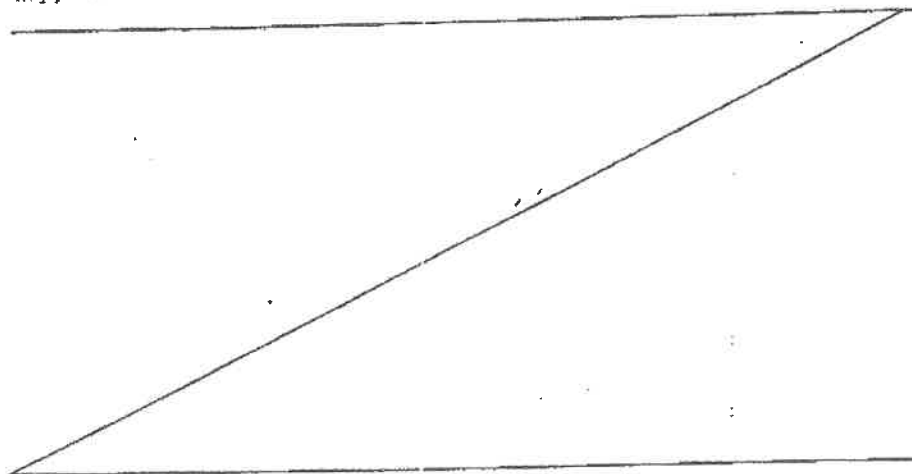
THENCE along a curve to the left having a radius of 3404.79 feet and an arc length of 509.65 feet, being subtended by a chord of North 31 degrees 23 minutes 00 seconds East for a distance of 509.19 feet to a point,

a point being at Station No. 211 + 20, 33.00 feet right as shown
on a Right of Way and Track Map, Valuation No. V.S.6-1/3,

THENCE along a curve to the left having a radius of
1000.75 feet and an arc length of 576.65 feet, being
subtended by a chord of North 40 degrees 43 minutes 00
seconds East for a distance of 569.06 feet to a point,

THENCE North 24 degrees 20 minutes 00 seconds East for a
distance of 227.30 feet to a point,

THENCE along a curve to the left having a radius of
2631.92 feet and an arc length of 263.58 feet, being
subtended by a chord of North 21 degrees 27 minutes 51
seconds East for a distance of 263.48 feet to a point, being at
Station No. 211 + 20, 33.00 feet right as shown on a Right of Way and Track
Map, Valuation No. V.S.6-1/3,



THENCE South 71 degrees 24 minutes 18 seconds East for a distance of 66.00 feet to a point on the southeasterly Right of Way margin of said Right of Way, thence with and binding on the southeasterly Right of Way margin of said Abandoned Western Maryland Railway Company property, by a curve to the right having the following curve data

THENCE along a curve to the right having a radius of 2697.92 feet and an arc length of 270.19 feet, being subtended by a chord of South 21 degrees 27 minutes 51 seconds West for a distance of 270.09 feet to a point,

THENCE South 24 degrees 20 minutes 00 seconds West for a distance of 229.30 feet to a point,

THENCE along a curve to the right having a radius of 1074.75 feet and an arc length of 614.41 feet, being subtended by a chord of South 40 degrees 43 minutes 00 seconds West for a distance of 606.29 feet to a point,

THENCE along a curve to the right having a radius of 3470.79 feet and an arc length of 519.53 feet, being subtended by a chord of South 61 degrees 23 minutes 18 seconds West for a distance of 519.06 feet to a point,

THENCE North 24 degrees 18 minutes 58 seconds West for a distance of 13.00 feet to a point,

THENCE along a curve to the right having a radius of 3457.79 feet and an arc length of 617.96 feet, being subtended by a chord of South 70 degrees 47 minutes 48 seconds West for a distance of 617.16 feet to a point,

THENCE South 75 degrees 55 minutes 00 seconds West for a distance of 2897.60 feet to a point,

THENCE along a curve to the left having a radius of 567.66 feet and an arc length of 538.89 feet, being subtended by a chord of South 48 degrees 41 minutes 07 seconds West for a distance of 519.50 feet to a point,

THENCE South 68 degrees 32 minutes 34 seconds East for a distance of 13.00 feet to a point,

THENCE along a curve to the left having a radius of 554.66 feet and an arc length of 54.34 feet, being subtended by a chord of South 18 degrees 38 minutes 36 seconds West for a distance of 54.39 feet to a point,

THENCE along a curve to the left having a radius of 830.77 feet and an arc length of 456.71 feet, being subtended by a chord of South 00 degrees 04 minutes 30 seconds West for a distance of 451.24 feet to a point,

THENCE South 15 degrees 40 minutes 59 seconds East for a distance of 115.73 feet to a point,

THENCE along a curve to the right having a radius of 734.59 feet and an arc length of 718.49 feet, being subtended by a chord of South 12 degrees 21 minutes 30 seconds West for a distance of 690.68 feet to a point,

THENCE South 40 degrees 24 minutes 00 seconds West for a distance of 2314.46 feet to a point,

THENCE along a curve to the left having a radius of 2831.83 feet and an arc length of 887.95 feet, being subtended by a chord of South 31 degrees 25 minutes 00 seconds West for a distance of 884.37 feet to a point,

THENCE South 22 degrees 26 minutes 00 seconds West for a distance of 3304.80 feet to a point,

THENCE along a curve to the left having a radius of 2431.83 feet and an arc length of 1240.50 feet, being subtended by a chord of South 09 degrees 53 minutes 00 seconds West for a distance of 1230.66 feet to a point,

THENCE South 02 degrees 40 minutes 00 seconds East for a distance of 423.10 feet to a point on the north bank of the Potomac River opposite Valuation Station No. 363 + 38, said point also being on the Maryland and West Virginia boundary line, thence crossing said Abandoned Western Maryland Railway Company property,

THENCE South 07 degrees 19 minutes 59 seconds West for a distance of 66.00 feet to the place of beginning, containing 17.659 acres, more or less

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PARCEL II

LEGAL DESCRIPTION for the portion of Western Maryland Railway Company property, lying and being located in Maryland and being the portion of Abandoned Right of Way beginning at Station No. 363 + 38 and ending at Station No. 416 + 49, as shown on Valuation Map No. V.S.6-2, V.S.7-1, V.S.6-1/4.

ALL that piece or parcel of Abandoned-Western Maryland Railway Property, situated, lying and being located in Maryland and more particularly described as follows:
(Magnetic Meridian as of May 1990 and Horizontal Measurements being used throughout) to wit:

BEGINNING for the same at a point on the westerly Right of Way margin of the Abandoned Western Maryland Railway Company property, said point of beginning also being at Station No. 363 + 38, 33.00 feet right as shown on a Right of Way and Track Map Valuation No. V.S.6-2, V.S.7-1, V.S.6-1/4, said point also being located on the Maryland and West Virginia State line at the north bank of the Potomac River, and also being the northwest corner of lands acquired by Grantor from Gabriel Thornton McKenzie, et ux, by deed dated August 28, 1886, recorded among the land records of Allegany County, Maryland in Liber No. 64, Folio 39; thence crossing said portion of Abandoned Western Maryland Railroad Company property and also with the north bank of the Potomac River,

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THENCE North 87 degrees 19 minutes 59 seconds East for a distance of 66.00 feet to a point on the westerly Right of Way margin of same, thence with and binding on the easterly Right of Way margin of same

THENCE South 02 degrees 40 minutes 00 seconds East for a distance of 246.40 feet to a point,

THENCE North 87 degrees 20 minutes 00 seconds East for a distance of 12.00 feet to a point,

THENCE South 02 degrees 40 minutes 02 seconds East for a distance of 114.00 feet to a point,

THENCE along a curve to the right having a radius of 1477.41 feet and an arc length of 113.86 feet, being subtended by a chord of South 00 degrees 27 minutes 29 seconds East for a distance of 113.06 feet to a point,

THENCE South 01 degrees 45 minutes 02 seconds West for a distance of 571.81 feet to a point,

THENCE North 00 degrees 15 minutes 01 seconds West for a distance of 3.00 feet to a point,

THENCE South 01 degrees 45 minutes 00 seconds West for a distance of 400.00 feet to a point,

THENCE North 00 degrees 15 minutes 10 seconds West for a distance of 7.00 feet to a point,

THENCE South 01 degrees 45 minutes 04 seconds West for a distance of 387.07 feet to a point,

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THENCE along a curve to the right having a radius of 5000.57 feet and an arc length of 1696.29 feet, being subtended by a chord of South 11 degrees 18 minutes 00 seconds West for a distance of 1680.47 feet to a point,

THENCE along a curve to the right having a radius of 1521.22 feet and an arc length of 468.09 feet, being subtended by a chord of South 29 degrees 39 minutes 59 seconds West for a distance of 466.33 feet to a point,

THENCE along a curve to the right having a radius of 1015.22 feet and an arc length of 383.75 feet, being subtended by a chord of South 49 degrees 19 minutes 00 seconds West for a distance of 381.63 feet to a point,

THENCE along a curve to the right having a radius of 1953.55 feet and an arc length of 379.56 feet, being subtended by a chord of South 65 degrees 43 minutes 00 seconds West for a distance of 379.00 feet to a point,

THENCE South 71 degrees 16 minutes 59 seconds West for a distance of 586.16 feet to a point on the south bank of the Potomac River, said point also being on the Maryland and West Virginia boundary line opposite Valuation Station No. 416 + 49, as shown on the above referenced plat, thence crossing said above referenced Abandoned Western Maryland Railway Company property,

THENCE North 35 degrees 00 minutes 00 seconds West for a distance of 68.75 feet to a point on the westerly Right of Way margin of same, thence with and binding on the westerly Right of Way margin of same

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THENCE North 71 degrees 16 minutes 57 seconds East for a distance of 605.44 feet to a point,

THENCE along a curve to the left having a radius of 1887.55 feet and an arc length of 366.73 feet, being subtended by a chord of North 65 degrees 43 minutes 00 seconds East for a distance of 366.28 feet to a point,

THENCE along a curve to the left having a radius of 949.22 feet and an arc length of 358.79 feet, being subtended by a chord of North 49 degrees 19 minutes 00 seconds East for a distance of 356.82 feet to a point,

THENCE along a curve to the left having a radius of 1455.22 feet and an arc length of 447.77 feet, being subtended by a chord of North 29 degrees 39 minutes 59 seconds East for a distance of 446.09 feet to a point,

THENCE along a curve to the left having a radius of 5022.37 feet and an arc length of 2100.40 feet, being subtended by a chord of North 08 degrees 52 minutes 10 seconds East for a distance of 2085.17 feet to a point,

THENCE North 03 degrees 06 minutes 40 seconds West for a distance of 203.72 feet to a point,

THENCE along a curve to the right having a radius of 1942.08 feet and an arc length of 370.16 feet, being subtended by a chord of North 02 degrees 27 minutes 56 seconds East for a distance of 377.61 feet to a point,

THENCE North 08 degrees 02 minutes 31 seconds East for a distance of 282.87 feet to a point,

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THENCE along a curve to the left having a radius of 1306.93 feet and an arc length of 259.10 feet, being subtended by a chord of North 02 degrees 41 minutes 16 seconds East for a distance of 250.86 feet to a point,

THENCE North 02 degrees 40 minutes 00 seconds West for a distance of 360.40 feet to the place of beginning, containing 0.950 acres, more or less

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BEING in part the same property acquired by the Piedmont & Cumberland Railway Company, a predecessor of Grantor, by the following instruments, recorded among the Public Land Records of Mineral County, West Virginia:

Acquired From	Date of Instrument	Book	Page
F. R. Seymour	June 21, 1886	30	30
F. R. Seymour	October 11, 1886	12	246
Charles G. Seymour	April 26, 1900	23	463
C. H. Caudy, et ux	March 27, 1895	17	473
C. H. Caudy, et ux	August 25, 1891	15	166
G. T. McKenzie, et ux	August 28, 1886	64	39

and BEING in part the same property acquired by the Western Maryland Railway Company, also a predecessor of Grantor, recorded in the aforesaid records as follows:

Acquired From	Date of Instrument	Book	Page
Henry O. Liller	April 22, 1916	Unknown	
Ernest McKenzie, et ux	November 10, 1911 (Allegheny County, Maryland)	JWY109	87
Federal Land Bank of Baltimore	June 17, 1949	90	481

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO-WIT:

Be it remembered that on, this 21st day of June, 1926
at 11:23 o'clock A. M., the foregoing Ernest McKenzie, et ux
with the certificate thereto annexed, was presented in the Office of the Clerk of the County Commission and admitted to record.
RUBY L. STAGGS
Clerk County Commission

ELSTON & DARRIS INC., SPRINGFIELD, N. Y. 12158-0000

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BOOK 151 PAGE 54

WARRANTY DEED

THIS DEED made this 21st day of January, 1965, by and between Ira L. Brooke and Nellie M. Brooke, husband and wife, of Mineral County, State of West Virginia, parties of the first part, and Hercules Powder Company of 910 Market Street, Wilmington, New Castle County, Delaware, a Delaware corporation, party of the second part,

WITNESSETH:

That for and in consideration of the sum of Fifteen Thousand Dollars (\$15,000.00) cash in hand paid by the party of the second part to the parties of the first part at and before the ensealing and delivery of this Deed, the receipt whereof is hereby acknowledged as well as the covenants and agreements hereinafter set forth and as contained in that certain Indenture made and entered into by the parties hereto, contemporaneous herewith, bearing even date hereof, the said parties of the first part do hereby grant, bargain, sell, and convey with General Warranty of Title, in fee simple, unto the party of the second part all that certain tract or parcel of land lying and situate in Frankfort District, Mineral County, West Virginia, along the North Branch of the Potomac River, bordering on the lands of the United States of America and West Virginia State Highway Route 9, together with all buildings and improvements thereon and all rights, hereditaments, easements, and appurtenances thereunto belonging and more particularly described by metes and bounds as follows:

Beginning at a planted stone on the North Branch of said river, same being the beginning corner of the Government's 425-acre tract, and near SRC Station 227 + 13 of said State Highway Route 9; thence with the meanders of the river S 62° W 198 ft., S 71° W 198 ft., S 79° W 132 ft., S 68° W 462 ft., S 77° W 412.5 ft., S 51° W 396 ft., S 72° W 198 ft., S 60° W 198 ft., S 51° W 503.25 ft., S 13° W 169.75 ft.; thence leaving the river and with the Government's line (formerly E. A. Light) S 52° E 1848.9 ft. to a planted stone on top of hill; thence N 44° 48' E 1114 ft. with the Government's line to said State Route 9 at SRC Station 211 + 47; and thence with State Route 9, 1571 ft. to the point of beginning, containing 56.93 acres, more or less, being a part and all of the remainder of that certain 200-acre tract heretofore conveyed unto the said parties of the first part by Deed dated January 27, 1947, recorded in the Clerk's Office of

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Mineral County, West Virginia, to Deed Book 396 page 322, from B. H. Kiser, widower, to which Deed reference is hereby made for further description and derivation of title.

For the consideration aforesaid, the parties of the first part, their tenants, or any others claiming under or deriving possession from or through said parties of the first part, shall vacate the lands herein conveyed for dwelling or residential purposes no later than thirty (30) days after execution and delivery of this Deed to the party of the second part.

The parties of the first part covenant that they are seized and possessed of the lands herein conveyed and have the right to convey the same; that they have done no act to encumber the said lands and the same are free and clear of all liens and encumbrances; and that they, the parties of the first part, will execute such further assurances of title as may be requisite.

IN WITNESS WHEREOF, the parties of the first part have hereunto subscribed their names and affixed their seals as of the day, month, and year first above written.

WITNESSES:

Ira L. Brooke (SEAL)
IRA L. BROOKE

Nellie M. Brooke (SEAL)
NELLIE M. BROOKE

STATE OF WEST VIRGINIA }
COUNTY OF MINERAL } SS.

I, Donald H. Lowry, a Notary Public of said County, do certify that Ira L. Brooke and Nellie M. Brooke, husband and wife, whose names are signed to the foregoing writing bearing date of the 21st day of January, 1965, have this day acknowledged the same before me in my said County.

Given under my hand and notarial seal this 10th day of February, 1965.

My commission expires on the 21st day of June, 1970.

Donald H. Lowry
Notary Public

"DECLARATION OF CONSIDERATION OF VALUE"

Under the penalties of fine and imprisonment as provided by law the undersigned presents for recordation and represents that he is familiar with the property involved and does hereby declare that the proportion of all the property included in the document to which this declaration is appended, which is real property located in West Virginia, the value to the best of my knowledge and belief is (\$ 15,000.00).

Given under my hand this 17th day of February, 1965.

E. C. Kintner
Party presenting document for recordation.

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO-WIT:

Be it remembered that on this 18th day of February, 1965 at 9 o'clock A.M., the foregoing Deed with the certificate thereto annexed, was presented in the Office of the Clerk of the County Court and admitted to record.

Fred Hamill SH

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GRANT OF EASEMENT

All correspondence pertaining to
this contract should include a
reference to No. NF(R) 1789

THIS INDENTURE, Made the 3rd day of August, 1967,

between the United States of America, herein called the Government, acting
by and through the Department of the Navy, and Hercules Incorporated, a
corporation organized and existing under the laws of the State of Delaware,
herein called the Grantee.

WHEREAS, the Government owns that certain real property known and
identified as the Allegany Ballistics Laboratory, Mineral County, West
Virginia, herein called the Station; and

WHEREAS, the Grantee has requested the conveyance of an easement
for the construction, installation, maintenance, operation, repair, and
replacement of a compacted-earth berm through, across, and over that
portion of the Station hereinafter described; and

WHEREAS, the Grantee is a Government contractor, and said earth
berm is required to provide flood protection for the Grantee's plant which
manufactures composite rocket motors for the Government; and

WHEREAS, the Secretary of the Navy has found that the grant of
such easement on the terms and conditions hereinafter stated will not be
against the public interest;

NOW, this Indenture witnesseth that, in consideration of the
premises and the mutual benefits to be derived therefrom, the Government,
pursuant to the authority of Title 10, United States Code, Section 2668
hereby grants unto the said Hercules Incorporated and its successors and
assigns a perpetual easement for the construction, installation, maintenance,

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operation, repair and replacement of a compacted earth berm herein called the Berm, such easement to extend through, across, and over and be confined to that portion of the Station herein called the Premises, located in Mineral County, West Virginia, which is more particularly described as follows:

BEGINNING at a point in the dividing line between lands of the United States of America and lands of Hercules Incorporated, said point being marked by a set stone and being the southwest corner of that certain parcel of land, containing 57 acres, more or less, that was specifically excepted from the property located in Mineral County, West Virginia, acquired by the United States of America in condemnation proceeding Civil No. 295-M filed in the District Court of the United States for the Northern District of West Virginia on 9 July 1962; running thence N57°00'W and along said dividing line 840 feet to a point, said point being at the southwest corner of an existing metal bin retaining wall and the TRUE POINT OF BEGINNING of the easement herein described; thence the following courses and distances: S38°00'W, 35 feet; N52°00'W, 450 feet; N36°00'E, 35 feet; and S52°00'E, 450 feet to the TRUE POINT OF BEGINNING; said easement containing 0.36 acre, more or less, and being as shown and delineated on Allegany Ballistics Lab and Hercoel Plant, Cumberland, Maryland Easement Plat 060-0000-21001-3AE-00, dated 29 May 1967, a print of which is attached hereto and made a part hereof as Exhibit "A".

THIS EASEMENT is granted subject to the following terms and conditions:

1. All work in connection with the construction, installation, operation, repair and replacement of the Berm shall be done without cost or expense to the Department of the Navy and in accordance with plans previously approved by the Commander, Atlantic Division, Naval Facilities Engineering Command.
2. The Grantee shall maintain the Premises and the Berm in good condition at all times and shall promptly make all repairs thereto which

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may be necessary for the preservation of the condition of the Premises and the continued operation and maintenance of the Berm.

3. The Grantee's rights hereunder shall be subject to such reasonable rules and regulations as may be promulgated by the Government to insure that the exercise of such rights shall not interfere with the Government activities at the Station.

4. Upon termination of the easement granted herein, if desired by the Government, the Grantee, at its expense, shall remove any and all improvements installed or constructed hereunder and restore the Premises to the same or as good condition as that which existed prior to the exercise by the Grantee of its rights hereunder, such restoration to be effected to the satisfaction of the Commander, Atlantic Division, Naval Facilities Engineering Command.

5. If at any future time the Government shall determine that continued maintenance and operation of the Berm or any portion thereof, constitutes an undue interference with any of its activities, it shall have the right to terminate the easement herein granted, in whole or in part, to the extent necessary to eliminate such interference. Unless the Government shall determine that relocation is not feasible, it shall convey to the Grantee, without payment of any monetary consideration therefor, a substitute easement to permit the Grantee to effect relocation of the Berm, or portion thereof, on adjacent Government property at the cost and expense of Grantee, which substitute easement shall be coextensive in term with and subject to the same terms and conditions as that herein granted.

6. All or any part of the easement herein granted may be terminated upon failure on the part of the Grantee to comply with any of the

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terms and conditions of this grant; upon abandonment of the rights granted herein; or upon nonuse of such rights for a period of two consecutive years.

7. The Government may use the Premises which are the subject of this easement for any purpose which does not create an unreasonable interference with the use or enjoyment by the Grantee of the easement rights granted herein.

IN WITNESS WHEREOF, the Government acting by and through the Department of the Navy, has caused this instrument to be executed the day and year first above written.

UNITED STATES OF AMERICA

By

J. M. Fink
By direction of the Commander,
Naval Facilities Engineering
Command, acting under Direction of
the Secretary of the Navy.

STATE OF VIRGINIA:

CITY OF NORFOLK:

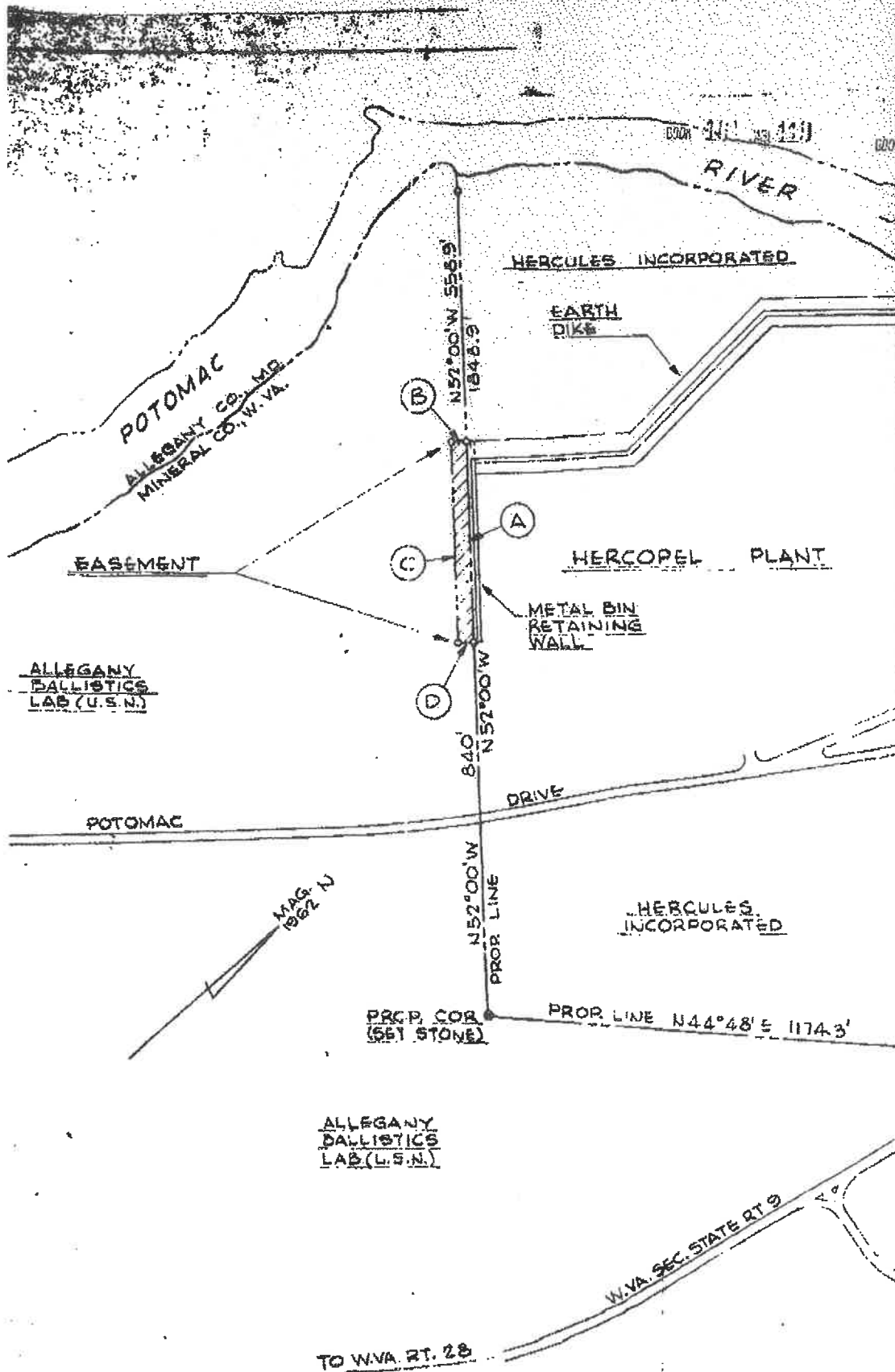
I, William C. Hunt, a Notary Public of said City and State, do certify that J. M. Fink, who signed the writing above, bearing the date of the 3rd day of August, 1967, for the United States of America, has this day in my said City, before me, acknowledged said writing to be the act and deed of the United States of America.

Given under my hand and seal this 3rd day of August, 1967.

My commission expires:

February 23, 1971

William C. Hunt
Notary Public



33/ 101 PAC: 121

EASEMENT DESCRIPTION

- (A) N52°00'W-450'
- (B) S58°00'W-35'
- (C) S52°00'E-450'
- (D) N38°00'E-35'

UNDER CONSTRUCTION

HERCULES
INCORPORATEDBLOG
500

TO U.S. RT. 220

STATE OF WEST VIRGINIA, MINERAL COUNTY, TOWNSHIP 10th, day of Sept. 05, 1987.
 Be it remembered that on this 9th day of Sept. 1987, at 9 o'clock P.M., the foregoing Easement, with plat
 with the certificate thereto annexed, was presented in the Office of the Clerk of the County
 Court and admitted to record.
 Clerk County Court

ALLEGANY
BALLISTICS
LAB (U.S.N.)

ALLEGANY BALLISTICS LAB
 & HERCOPEL PLANT
 CUMBERLAND, MD.

EASEMENT PLAT

DR. RLH 5/15/87

CHK 5/15/87 SIZE

APR 20 5/1/87

APP

APP 5/15/87

CODE: 9660002180010

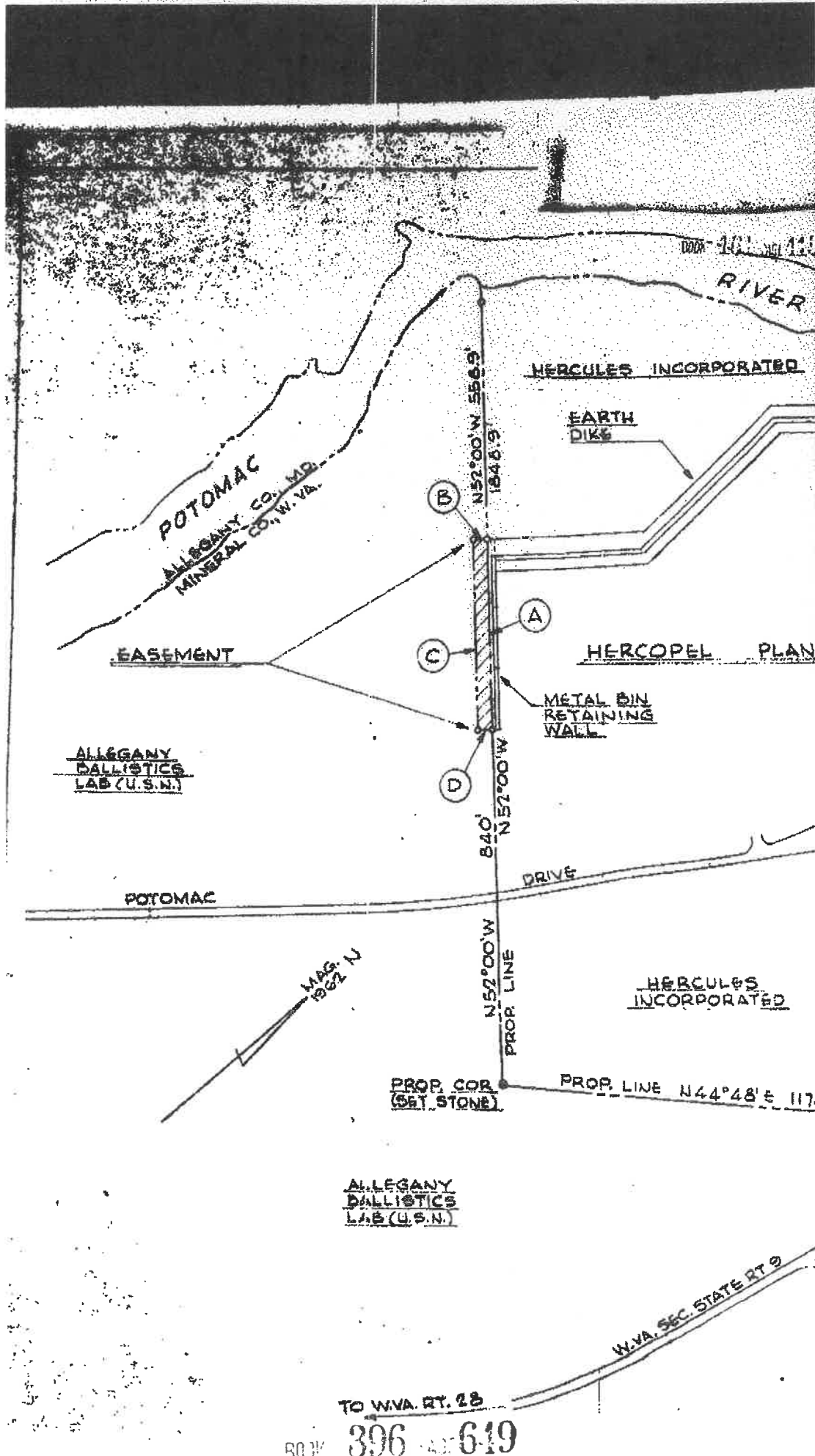
W.O. 10512605

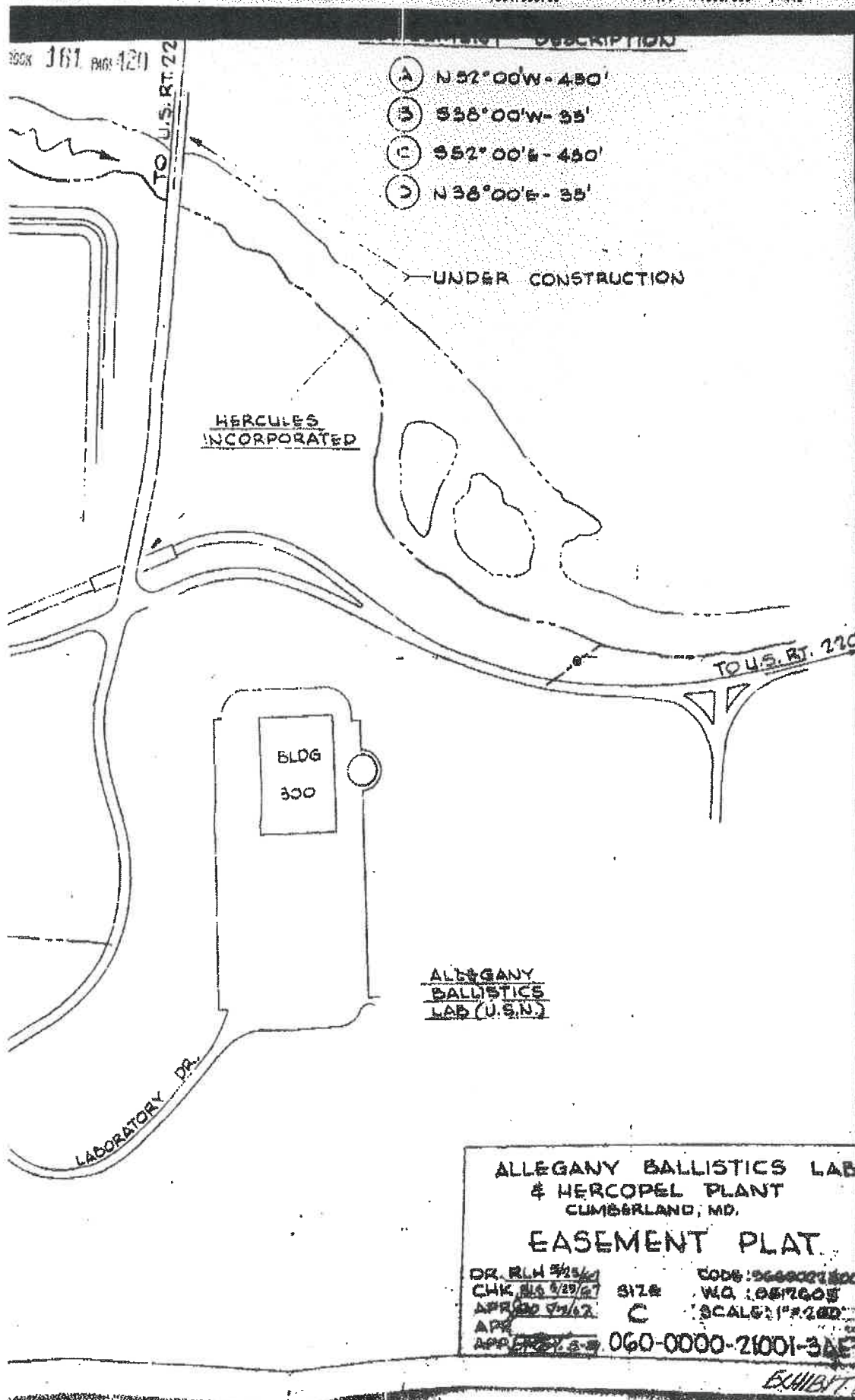
SCALE: 1"=200'

C

060-0000-21001-345-05

EXHIBIT 1A





STATE OF WEST VIRGINIA, MINERAL COUNTY, TO-WIT:

Be it remembered that on, this 27 day of October, 2021
 at _____ o'clock _____ M., the foregoing Environmental Covenant
 with the certificate thereof annexed, was presented in the Office of the Clerk of the County Commission and admitted to record